

**BIRMINGHAM CITY COMMISSION AGENDA**  
**MONDAY, AUGUST 15, 2022**  
**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**

- The City continues to recommend the public wear masks while attending City meetings per CDC guidelines. The cases of COVID-19 are increasing in the area. All City employees, commissioners, and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- Enjoy Birmingham's Concert in the Park on August 17<sup>th</sup> at 12 p.m. with UC3 Acoustic Trio and at 7 p.m. the return of crowd favorite, Mainstreet Soul. Our last concert of the season will be Wednesday, August 24<sup>th</sup> at 7 p.m. with Captain Fantastic Detroit and The Donny Rod Show. We wish to thank our sponsors and concertgoers for another fantastic season!
- The Clerk's Office would like to thank all of the Election Inspectors and City Staff that helped with conducting a successful August 2<sup>nd</sup> State Primary Election. We appreciate all of the voters who participated safely, turnout for this election was 35.33%, which was above the 30.04% average for Oakland County. Unofficial results are available at oakgov.com/elections under the August election tab. Official results will be available after the completion of the canvass of the Oakland County Board of Canvassers.

**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 meeting minutes of July 25, 2022.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 27, 2022, in the amount of \$7,149,774.29.

- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 3, 2022, in the amount of \$426,183.56.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 10, 2022, in the amount of \$598,607.66
- E. Motion to adopt an ordinance amending Chapter 54 – Fire Prevention and Protection, Article II. – Fire Prevention Code, Sec. 54-26, Sec. 54-27 and 54-28, which adopt the International Fire Code and its amendments.
- F. Resolution to approve the contract from Air Handler Services to replace the HVAC system at Fire Station 1 and the additionally contingency funds for repairs etc. in the amount not to exceed \$149,008 from the Capital Projects Fund #403.0-339.000-977.0000. In addition, to authorize the Mayor, City Clerk, City Manager, City Attorney, Finance Director, and Fire Chief to sign the contract on behalf of the City and further, to approve the appropriations and amendment to the Capital Projects Fund budget as follows:
- |                                |                        |           |
|--------------------------------|------------------------|-----------|
| <u>Revenue:</u>                |                        |           |
| Draw from Fund Balance         | 403.0-000.000-400.0000 | \$149,008 |
| <u>Expenditures:</u>           |                        |           |
| Buildings – Adams Fire Station | 403.0-346.001-977.0000 | \$149,008 |
- G. Resolution to approve the contract from Royal Roofing Company Inc. to replace the steel roof system at Fire Station 1 in the amount not to exceed \$236,960 from the Capital Projects Fund #403.0-346.0019-977.0000. In addition, to authorize the Mayor, City Clerk, City Manager, City Attorney, Finance Director, and Fire Chief to sign the contract on behalf of the City and further, to approve the appropriations and amendment to the General Fund and Capital Projects Fund budgets as follows:
- |  |                        |                 |
|--|------------------------|-----------------|
| <u>General Fund Revenues:</u>          |                        |                 |
| Draw from Fund Balance                 | 101.0-000.000-400.0000 | \$85,968        |
| <u>Expenditures:</u>                   |                        |                 |
| Transfers Out                          | 101.0-999.000-955.4030 | \$85,968        |
| <u>Capital Projects Fund Revenues:</u> |                        |                 |
| Draw from Fund Balance                 | 403.0-000.000-400.0000 | \$150,992       |
| Transfers In                           | 403.0-346.001-699.0101 | <u>\$85,968</u> |
| Total Revenues                         |                        | \$236,960       |
| <u>Expenditures:</u>                   |                        |                 |
| Buildings – Adams Fire Station         | 403.0-346.001-977.0000 | \$236,960       |
- H. Resolution to approve the purchase of the replacement monitor for Fire Station One and the additional monitor for Fire Station Two from CDWG with a total cost of \$19,884.10. Funds are available in the machinery and equipment fund account # 636.0-228.000-971.0100.
- I. Resolution to purchase one (1) 2023 Chevrolet Traverse AWD SL SUV, from Berger Chevrolet Inc., located at 2525 28<sup>th</sup> Street S.E., Grand Rapids, MI 49512, under the State of Michigan MiDeal extendable purchasing contract #071B7700184, in the amount not to exceed \$29,916.00. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account#641.0-441.006.971.0100.



- J. Resolution to confirm the City Manager's authorization for the emergency expenditure related to the purchase of a new breaker. AIS Construction Equipment Corp., which is located at 56555 Pontiac Trail, New Hudson, MI 48165, will provide a new breaker for the amount of \$12,380.50. The funds for the purchase will be charged to the Auto Equipment account #641.0-441.006-971.0100.
- K. Resolution to approve the purchase of eleven (11) Dumor benches, five (5) litter receptacles, and five (5) recycled plastic park benches for a total purchase price of \$39,820.00 from the sole source vendor, Penchura, LLC and charge the purchase to account # 101.0-751.000-729.0000. Further, to approve and amend the General Fund budget as follows:
- |                              |                        |          |
|------------------------------|------------------------|----------|
| <u>General Fund Revenues</u> |                        |          |
| Draw from Fund Balance       | 101.0-000.000-400.0000 | \$39,820 |
| <u>Expenditures</u>          |                        |          |
| Parks Operating Supplies     | 101.0-751.000-729.0000 | \$39,820 |
- L. Resolution to approve the agreement with Goddard Coatings Company for the Crestview Park Pickleball project in the amount of \$63,750 and charge the purchase to the Land Improvement Account # 408.1-751.000-979.0000. Further, to appropriate and amend the Park System Construction Fund budget as follows:
- |                                      |                        |          |
|--------------------------------------|------------------------|----------|
| <u>Park System Construction Fund</u> |                        |          |
| <u>Revenues</u>                      |                        |          |
| Draw from Fund Balance               | 408.1-000.000-400.0000 | \$63,750 |
| <u>Expenditures</u>                  |                        |          |
| Land Improvements                    | 408.1-751.000-979.0000 | \$63,750 |
- M. Resolution approving the service agreement with Next in the amount of \$122,944 for services described in Attachment A of the agreement for fiscal year 2022-2023, account number 101.0-656.000-811.0000, and further direct the Mayor and City Clerk to sign the agreement on behalf of the City.
- N. Resolution to award the 2021-2022 Public Services contract totaling \$36,912.00 for Yard Services, Senior Outreach Services, and Minor Home Repair to NEXT under the Community Development Block Grant Program; and further, to authorize the Mayor to sign the contract on behalf of the City.
- O. Resolution to set the Public Hearing of Necessity for the road surface cape-seal treatment for all properties within the project on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton on Monday, September 12, 2022 at 7:30 P.M.; and

If necessity is determined on September 12, 2022, to meet on Monday, September 19, 2022 at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the road surface cape-seal treatment for all properties within the project area on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road,

Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton.

- P. Resolution to set a public hearing date of September 19, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward – Wilders.
- Q. Resolution to release one grave in section B, row 12-A, for a family seeking one additional space adjacent to their currently owned plot in order to keep their family members together in Greenwood Cemetery.

## **VI. UNFINISHED BUSINESS**

## **VII. NEW BUSINESS**

- A. Public Hearing – Westwood, Raynale & Oak Street Project, Hearing of Necessity for Cape Seal Special Assessment District
  - 1. Resolution declaring necessity and approving a Special Assessment District with special assessments levied in accordance with benefits against the properties within such assessment district. The Special Assessment District shall include all properties within the following district of 23 parcels (listed in report), and the City Commission will meet on Monday, August 29, 2022 at 7:30 P.M. for the purpose of conducting the Confirmation of the Assessment Roll for cape-seal for properties within the project area on Westwood between Raynale & Oak, Raynale between N. Glenhurst and the west City limits, and Oak between N. Glenhurst & the west City Limits.
- B. Public Hearing – Westwood, Raynale & Oak Street Project Hearing of Necessity for Water and Sewer Lateral Special Assessment District
  - 1. Resolution declaring necessity and approving a Special Assessment District with special assessments levied in accordance with benefits against the properties within such assessment district. The special assessment district shall include all properties within the following district of 13 parcels (listed in report), and the City Commission will meet on Monday, August 29, 2022 at 7:30 P.M. for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the water and sewer lateral replacements for properties within the project area on Westwood between Raynale & Oak, Raynale between N. Glenhurst and the west City limits, and Oak between N. Glenhurst & the west City Limits.
- C. Public Hearing - Lot Combination of 770 S. Adams and 1000 Haynes Street (Former Citizens Bank & Office Building)
  - 1. Resolution to approve the proposed lot combination of 770 S. Adams and 1000 Haynes Street, Parcel ID # 19-36-283-016 & Parcel ID # 19-36-283-024.
- D. 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.

- E. Commission discussion on items from a prior meeting
  - 1. None
- F. Motion to meet in closed session to discuss pending litigation pursuant to MCL § 15.268 Sec. 8(e) of the Open Meetings Act regarding John Reinhart, et al the v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG.

**A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.**

## **VIII. REMOVED FROM CONSENT AGENDA**

## **IX. COMMUNICATIONS**

## **X. REPORTS**

- A. Commissioner Reports
  - 1. Notice of Intent to appoint: Design Review Board
  - 2. Notice of Intent to appoint: Historic District Commission
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
  - 1. 1923 Fairview Tree Removal

INFORMATION ONLY

## **XI. 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) 644-5115 (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).*

**Birmingham City Commission Minutes**

**July 25, 2022**

**Municipal Building, 151 Martin**

**7:30 p.m.**

**Vimeo Link: <https://vimeo.com/event/3470/videos/729072385/>**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe  
Commissioner Baller  
Commissioner Haig  
Commissioner Host  
Commissioner McLain  
Commissioner Schafer

Absent: Mayor Pro Tem Boutros

Administration: City Clerk Bingham, City Engineer Coatta, Senior Planner Cowan, Planning Director Dupuis, Assistant City Manager Ecker, Parking Manager Ford, City Attorney Kucharek

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

**07-194-22 Nomination of Commissioner McLain to Serve as Temporary Mayor Pro Tem**

**MOTION:** Nomination by Mayor Longe:  
To appoint Commissioner McLain to serve as temporary Mayor Pro Tem for the evening's meeting.

VOICE VOTE: Ayes, Commissioner Baller  
Commissioner McLain  
Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

**Announcements**

- The City continues to recommend the public wear masks while attending City meetings per CDC guidelines. The cases of COVID-19 are increasing in the area. All City employees, commissioners, and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-

19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.

- The City Clerk's Office will be open on Saturday, July 30, 2022 from 8am-4pm for your last minute absentee voting needs. The deadline to request and receive an absentee ballot by mail is 5pm Friday, July 29. The deadline to obtain an absentee ballot in person at the City Clerk's Office is no later than 4pm on August 1<sup>st</sup>. If you need to register to vote or update your voter registration, all registration actions must take place in person at the City Clerk's office from now through Election Day.
- Join us in Shain Park for our In The Park Summer Concert Series on Wednesday evenings beginning at 7 PM. July 27th is Thornetta Davis (R&B), August 3rd is Captain Fantastic Detroit and The Donny Rod Show (Rod Stewart & Elton John Tribute) and on August 10th we have Itchycoo (Psychedelic Rock).
- Proclamation Farmers Market
- Introduce Aaron Ford, new Parking System Manager
- Introduce Melissa Coatta, new City Engineer

## **Appointments**

### **07-195-22 Appointment of Linda Buchanan to the Greenwood Cemetery Advisory Board**

The Commission interviewed Linda Buchanan for the appointment.

**MOTION:** Nomination by Commissioner Host:

To appoint Linda Buchanan to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 7, 2025.

VOICE VOTE:           Ayes, Commissioner Baller  
                                  tMPT McLain  
                                  Commissioner Schafer  
                                  Commissioner Host  
                                  Mayor Longe  
                                  Commissioner Haig

Nays, None

### **07-196-22 Appointment of Margaret Suter to the Greenwood Cemetery Advisory Board**

The Commission interviewed Margaret Suter for the appointment.

**MOTION:** Nomination by Commissioner Schafer:

To appoint Margaret Suter to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 7, 2025.

VOICE VOTE:           Ayes, Commissioner Baller  
                                  tMPT McLain  
                                  Commissioner Schafer  
                                  Commissioner Host  
                                  Mayor Longe  
                                  Commissioner Haig

Nays, None

City Clerk Bingham swore in the appointees.

**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.

**07-197-22 (Item J) Bus Bar, LLC Requests a transfer of membership in the Class C and SDM License with Sunday Sales (AM and PM) and Outdoor Service Area located at 2159 E. Lincoln, Birmingham, Oakland County, MI from 50% Keith Crain Jr. to 50% RPJP Holdings, LLC, with the other 50% remaining with Curt Catallo Trust**

ACM Ecker recommended the removal of this item from the evening's agenda with the item to return at a later date.

CA Kucharek recommended a motion be made to that effect.

**MOTION:** Motion by Commissioner Baller, Commissioner Haig:  
To remove Item J from the evening's agenda with the item to return the item at a later date.

VOICE VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

**07-198-22 Consent Agenda**

The following items were pulled from the Consent Agenda:

Commissioner Haig: Item D – Set a Public Hearing for 695 W. Brown - Request to rezone parcel # 08-19-36-151-027 from R8 Attached Single-Family Residential to R2 Single-Family Residential on Watkins Street

Item E – Set a Public Hearing for City Commission approval of a lot division for 695 W. Brown Street, parcel # 19-36-159-009 & parcel # 19-36-151-027, lot T2N, R10E, SEC 36 OAKLAND COUNTY CONDOMINIUM PLAN NO 2257 WESTBROWN CONDOMINIUM GEN COM ELE TO BE ASSESSED WITH ALL UNITS IN CONDO L 52369 P 396 11-20-18 FR 151-001 and lot T2N, R10E, SEC 36 OAKLAND COUNTY CONDOMINIUM PLAN NO 2257 WESTBROWN CONDOMINIUM GEN COM ELE TO BE

ACM Ecker: Item J – Bus Bar, LLC Requests a transfer of membership in the Class C and SDM License with Sunday Sales (AM and PM) and Outdoor Service Area located at 2159 E. Lincoln, Birmingham, Oakland County, MI from 50% Keith Crain Jr. to 50% RPJP Holdings, LLC, with the other 50% remaining with Curt Catallo Trust.

**MOTION:** Motion by Commissioner Host, Commissioner Schafer:  
To approve the Consent Agenda excluding Items D, E, and J.

ROLL CALL VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

- A. Resolution to approve the regular City Commission meeting minutes of July 11, 2022.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 13, 2022, in the amount of \$794,198.65.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 20, 2022 in the amount of \$1,319,579.99.
- F. Resolution to approve an agreement with Span Systems, Inc. for the fabrication and installation of two windscreen panels and overall tensile structure maintenance in the amount not to exceed \$12,500. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101- 751.000-811.0000.
- G. Resolution to approve and award the 2022 Concrete Sidewalk Repair Program #8-22(P), to Luigi Ferdinandi and Sons Cement Company, Inc., in the amount not to exceed \$399,928.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeting in the following accounts;

<u>Funding Account</u>	<u>Fund ID Number</u>	<u>Project Award</u>
General Sidewalk	101-444.001-981.0100	\$ 326,687.21
Major Streets Fund	202-449.001-981.0100	\$ 41,851.88
Local Streets Fund	203-449.001-981.0100	\$ 31,388.91
	Total Costs	\$ 399,928.00

- H. Resolution to approve the increased payment of \$14,400.00 with Hart Pavement Striping Corporation over the contracted amount for \$64,000.00 for additional handwork pavement services conducted in the 2021-2022 fiscal year. Further, to approve the appropriations and budget amendment to the fiscal year 2021-2022 budget as follows:

Major Street Funds

Revenues:

Draw from fund balance #202-303.001-937.0200 \$14,400.00

Total Revenue Adjustment	\$14,400.00
Expenditures:	
Contract Lane Painting -#202-303.001-937.0200	\$14,400.00
Total Expenditures Adjustment:	\$14,400.00

- I. Resolution to authorize the IT department to purchase the Palo Alto Firewall hardware and 3-year security subscription and support License bundle, the purchase price not to exceed \$31,461.00, from funds available in the IT machinery and equipment fund account # 636-228.000-971.0100;  
AND  
Make a motion adopting a resolution to authorize the IT department to purchase the Cortex XDR Pro / Data Lake Integration for the Firewall, the purchase price not to exceed \$41,478.06, from funds available in the IT computer maintenance fund account # 636-228.000-933.0600.

**07-198-22 (Item D) Set a Public Hearing for 695 W. Brown - Request to rezone parcel # 08-19-36-151-027 from R8 Attached Single-Family Residential to R2 Single-Family Residential on Watkins Street**

Commissioner Haig said his comments for Items D and E were related. He noted that the neighbors were unsupportive of the proposals to be heard at the prospective public hearings to be set by Items D and E, and said that it seemed the Commission did not have other options. He opined that the situation was unfortunate.

**MOTION:** Motion by Commissioner Haig, Commissioner Host:  
To set a public hearing date of August 29th, 2022 to consider the rezoning application for a portion of 695 W. Brown, parcel #19-36-151-027, from R8 Attached Single Family to R2 Single Family Residential.

ROLL CALL VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

**07-199-22 (Item E) Set a Public Hearing for City Commission approval of a lot division for 695 W. Brown Street, parcel # 19-36-159-009 & parcel #19-36-151-027, lot T2N, R10E, SEC 36 OAKLAND COUNTY CONDOMINIUM PLAN NO 2257 WESTBROWN CONDOMINIUM GEN COM ELE TO BE ASSESSED WITH ALL UNITS IN CONDO L 52369 P 396 11-20-18 FR 151-001 and lot T2N, R10E, SEC 36 OAKLAND COUNTY CONDOMINIUM PLAN NO 2257 WESTBROWN CONDOMINIUM GEN COM ELE TO BE ASSESSED WITH ALL UNITS IN CONDO L 52369 P 396 11-20-18 FR 151-001**

Commissioner Haig noted his comments were the same as for Item D.

**MOTION:** Motion by Commissioner Haig, Commissioner Host:  
To set a public hearing date of August 29th, 2022 to consider finalizing the lot division of 695 W. Brown, parcel # 19-36-159-009 & parcel # 19-36-151-027.



ROLL CALL VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

<b>VI. UNFINISHED BUSINESS</b>
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<b>07-201-22</b>	<b>Continuation of Public Hearing to amend Article 4, Section 4.30, Open Space Standards, to add language to permit accessibility ramps in the required open space</b>
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PD Dupuis presented the item and noted the changes that CA Kucharek recommended.

The Mayor closed the public hearing at 7:51 p.m.

In reply to Commissioner Baller, CA Kucharek defined 'disabled' and her rationale for including it in the language. She noted that 'accessible' indicates that the ramp must be for a disabled individual.

In reply to Commissioner Schafer, CA Kucharek noted that the City would not be legally permitted to ask an individual to define or prove their disability.

ACM Ecker noted that the City will likely use the accessory structure permitting process to permit accessibility ramps in order to ensure that accessibility ramps are treated the same as any other accessory structure.

CA Kucharek noted that the City could also not legally require an annual renewal, since accessory structures do not require an annual renewal. She said that the City could not legally police the removal of the accessibility ramps once a disabled person no longer lives at the home; rather, the City would have to trust the property owner to do so when appropriate.

In reply to Commissioner Baller, CA Kucharek said Article 3, Section 4.30(C)(7) could be amended to begin 'Accessible ramps and structures for disabled persons are permitted', with the rest of that section remaining as-proposed.

In reply to Commissioner Haig, CA Kucharek explained City enforcement could deal with violations when there is evidence that one or more violation(s) has occurred.

Commissioner Host commended resident Allison Goodwin for raising this matter and spoke in support of the ordinance amendments.

**MOTION:** Motion by Commissioner Host, tMPT McLain:  
To adopt an ordinance to amend Article 4, Section 4.30 of the Zoning Ordinance to include provisions for accessible ramps that do not unintentionally inhibit persons in need as it relates to open space restrictions.

ROLL CALL VOTE: Ayes, Commissioner Baller  
tMPT McLain

Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

## **VII. NEW BUSINESS**

### **07-202-22      Public Hearing for 220 Merrill – 220 Restaurant – Review for Compliance – Special Land Use Permit**

Mayor Longe recused herself from discussion of the item citing a business relationship between her spouse and the owner of the property. She stepped out of the meeting at 8:02 p.m.

tMPT McLain assumed facilitation of the meeting at 8:02 p.m. She opened the public hearing at 8:04 p.m.

PD Dupuis and ACM Ecker presented the item.

Seeing no public comment, tMPT McLain closed the public hearing at 8:08 p.m.

PD Dupuis confirmed that all previously outstanding compliance issues were resolved.

Commissioner Schafer said the colors selected for the outdoor dining looked nice.

tMPT McLain noted she had been satisfied thus far with the changes to the valet operation in terms of signage locations and queuing.

Zaid Elia, owner, spoke on behalf of the project and thanked Staff and the Commission.

**MOTION:**                      Motion by Commissioner Baller, Commissioner Haig:  
To maintain the Special Land Use Permit for 220 Restaurant with the terms and conditions previously approved, removing the last condition to reappear before the City Commission in July 2022.

VOICE VOTE:                Ayes, Commissioner Baller  
                                     tMPT McLain  
                                     Commissioner Schafer  
                                     Commissioner Host  
                                     Mayor Longe  
                                     Commissioner Haig

Nays, None

### **07-203-22      Public Hearing for 1160 Grant Street – Ortiz Educare – Special Land Use Permit, Final Site Plan & Design Review**

The Mayor rejoined the meeting at 8:10 p.m. and resumed facilitation of the meeting. She opened the public hearing at 8:11 p.m.

SP Cowan presented the item.

Amy Ortiz, applicant, and Patrick Howe, attorney, spoke on behalf of the project.

The Mayor closed the public hearing at 8:16 p.m.

In reply to Commissioner Baller, ACM Ecker explained that the B1 zoning of the necessitates a Special Land Use Permit for this type of use.

Commissioner Schafer offered her support for the project.

**MOTION:** Motion by Commissioner Haig, Commissioner Host:  
To approve the Special Land Use Permit, Final Site Plan and Design Review application for 1160 Grant St. – Ortiz Educare with the following condition:

- The applicant provide a photometric plan indicating all lighting requirements for the parking lot circulation area have been met.

ROLL CALL VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

The Mayor congratulated Ms. Ortiz.

**07-204-22 Public Hearing for 36877 Woodward Ave – Gasow Veterinary Clinic –  
Special Land Use Permit, Final Site Plan & Design Review**

The Mayor opened the public hearing at 8:23 p.m.

SP Cowan presented the item.

Seeing no public comment, the Mayor closed the public hearing at 8:26 p.m.

Mike Mathys, architect, and Mike Bailey, owner, were present on of behalf of the project.

In reply to Commissioner Host, Mr. Bailey confirmed that the neighbor to the south was satisfied with proposed layout of the south side of the site.

tMPT McLain recommended that other property owners use this project as a template for working with neighbors to come to mutually agreeable solutions.

**MOTION:** Motion by Commissioner Haig, Commissioner Host:  
To approve the Special Land Use Permit, Final Site Plan and Design Review application for 36877 Woodward Ave – Gasow Veterinary Clinic and to enter into a Special Land Use Permit Contract with Midwest Veterinary Partners PLLC and 36877 Woodward Avenue LLC to allow for a veterinary clinic use to operate in the TZ-3 Transition zone with the condition that the applicant obtain lot combination approval from City Commission.

Commissioner Host echoed tMPT McLain's comments.

ROLL CALL VOTE:     Ayes, Commissioner Baller  
                                 tMPT McLain  
                                 Commissioner Schafer  
                                 Commissioner Host  
                                 Mayor Longe  
                                 Commissioner Haig

Nays, None

The Mayor congratulated the applicant.

**07-205-22                      First Time Special Event - Quarton Elementary Slow Roll**

Commissioner Schafer recused herself, citing her participation in the planning of the event. She stepped out of the room at 8:28 p.m.

CC Bingham presented the item.

Laura Markle, applicant, spoke on behalf of the request. She stated that there may be bicycle repairs, food, or other provisions in the school parking lot.

Ms. Markle confirmed that the event was open to public participation and that she intends to invite food trucks to attend the event.

**MOTION:**                      Motion by Commissioner Baller, tMPT McLain:  
To approve a special event permit as requested by the Quarton Elementary to hold the Slow Roll on October 1, 2022 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

Commissioner Host expressed support for the event.

ROLL CALL VOTE:     Ayes, Commissioner Baller  
                                 tMPT McLain  
                                 Commissioner Schafer  
                                 Commissioner Host  
                                 Mayor Longe  
                                 Commissioner Haig

Nays, None

The Commission congratulated the applicant.

**07-206-22                      First Time Special Event - Baldwin Society "An Autumn Affair of Dignity and Hope"**

Commissioner Schafer rejoined the meeting at 8:34 p.m.

CC Bingham presented the item.

Tina Marzolf, applicant, and Rob Gillette, founder, spoke on behalf of the request.

In reply to ACM Ecker, the applicant team confirmed that there would be bartenders to serve the alcohol and that the alcohol service would comply with all City and State requirements.

In reply to the Mayor, Ms. Marzolf explained that two tickets could be purchased: one for the hayride, cider, and donuts, and one for the alcohol tasting event.

ACM Ecker noted that the event would need the Health Department to inspect and approve any planned food service.

Ms. Marzolf said she would follow up with the Health Department.

**MOTION:** Motion by tMPT McLain, Commissioner Host:

To approve a special event permit as requested by the Baldwin Society to hold the event "An Autumn Affair of Dignity and Hope" on September 22, 2022 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

Commissioner Haig said insufficient information about the event was supplied in the application. He said he would prefer to have more documented information than less in the future.

In reply to Commissioner Baller, Ms. Marzolf confirmed that the only use of public property would be for the hayrides.

VOICE VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

The Mayor congratulated the applicant team. Ms. Marzolf thanked the Commission, said they would be invited to the event, and said she would be sure to submit a more detailed application in the future.

**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.

### **Commission Discussion On Items From Previous Meetings**

#### **VIII. REMOVED FROM CONSENT AGENDA**

#### **IX. COMMUNICATIONS**

## **X. REPORTS**

### **A. Commissioner Reports**

Mayor Longe attended a meeting of the Mayors of Woodward-adjacent communities to discuss their concerns regarding Woodward. The meeting was organized by Oakland County Development and SEMCOG. She said future meetings will be arranged.

### **B. Commissioner Comments**

### **C. Advisory Boards, Committees, Commissions' Reports and Agendas**

#### **1. Ethics Opinion 2022-02 Koseck**

#### **D. Legislation**

#### **E. City Staff**

#### **1. Parking Assessment District (PAD)**

### **Public Comment**

Paul Reagan said the City should seek clarification regarding the original intent for new construction beyond the original assessment. He said the City should provide a defensible rationale for having no parking requirements for previous PAD members or should enforce the otherwise-applicable parking requirements.

ACM Ecker noted that the PAD studies took into account the maximum future developments possible on each site in order to calculate contributions and parking needed. Consequently, the City did not need to seek clarification about the original intent regarding new construction because the PAD accounted for the likelihood of new construction on the relevant sites.

Mr. Reagan disputed ACM Ecker's statement.

In reply to Commissioner Baller, CA Kucharek said CM Markus had previously expressed his desire to be present if a more involved discussion began to occur on this item. Given that more discussion seemed forthcoming, she stated that CM Markus would schedule this item for a future agenda.

Commissioner Haig asked that the total required number of parking spaces determined by the PAD studies be provided and that the number of parking spaces required for current PAD buildings also be provided.

### **2. City Manager's Report**

ACM Ecker reviewed the report.

Commissioner Baller stated that the Baldwin House residents paying \$90 a month for parking should be informed that if they purchased the spaces directly from the City they would pay \$50 a month.

ACM Ecker agreed.

tMPT McLain said she was appalled at the Baldwin House parking situation described in the report. She said she anxiously awaited the opportunity to ask follow up questions and to find a way to remedy the situation.

In reply to tMPT McLain, ACM Ecker said the issue came to light through complaints from Baldwin House residents.

INFORMATION ONLY

**XI. ADJOURN**

Mayor Longe adjourned the meeting at 9:24 p.m.

Alexandria Bingham  
City Clerk



Laura Eichenhorn  
City Transcriptionist

# City of Birmingham

## Warrant List Dated 07/27/2022

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
286907	*	008553	L.G.K. BUILDING, INC	30,000.00
286908		BDREFUND	ABLE CONSTRUCTION	100.00
286910		009519	ADVANTAGE REPORTING	152.85
286911		BDREFUND	ALBAUGH MASONRY STONE AND TILE	500.00
286912	*	009393	AMANDA MCBRIDE	500.00
286914		BDREFUND	AMERICAN STANDARD ROOFING	100.00
286915		BDREFUND	APS RESIDENTIAL SERVICES	500.00
286916	*	006759	AT&T	288.46
286917	*	006759	AT&T	140.02
286918	*	003703	AT&T MOBILITY	791.98
286919		BDREFUND	B & B POOL SERVICE SUPPLY CO	2,000.00
286920		BDREFUND	B-DRY SYSTEM OF MICHIGAN INC	200.00
286922		003012	BATTERIES PLUS BULBS	387.59
286923		BDREFUND	BELFOR USA GROUP INC	200.00
286924		BDREFUND	BERGSMAN WIAND BOUCHARD & CO	1,400.00
286925		003526	BOUND TREE MEDICAL, LLC	358.43
286926		006520	BS&A SOFTWARE, INC	2,900.00
286927		003907	CADILLAC ASPHALT, LLC	2,196.94
286928		009078	CANON SOLUTIONS AMERICA INC	412.71
286929	*	000444	CDW GOVERNMENT INC	971.75
286931		000605	CINTAS CORPORATION	414.06
286932		009167	COL'S FAMILY RESTAURANT	103.86
286933	*	008955	COMCAST	264.06
286935		BDREFUND	DC DIVERSIFIED LLC	300.00
286936		BDREFUND	DEN-MAN CONTRACTORS	813.54
286937	*	000179	DTE ENERGY	24.88
286938	*	000179	DTE ENERGY	40.80
286939	*	000179	DTE ENERGY	2,297.06
286940	*	000179	DTE ENERGY	91.96
286941	*	000179	DTE ENERGY	467.75
286942	*	000179	DTE ENERGY	8,888.76
286943	*	000179	DTE ENERGY	1,401.38
286944	*	000179	DTE ENERGY	3,934.17
286945	*	000179	DTE ENERGY	2,251.78
286946	*	000179	DTE ENERGY	14.76
286947	*	000179	DTE ENERGY	1,062.58
286948	*	000179	DTE ENERGY	33.03
286949	*	000179	DTE ENERGY	15.41
286950	*	000179	DTE ENERGY	16.84
286951	*	000179	DTE ENERGY	375.63
286952	*	000179	DTE ENERGY	780.76
286953	*	000179	DTE ENERGY	22.93



**City of Birmingham**  
**Warrant List Dated 07/27/2022**

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
286954	*	000179	DTE ENERGY	116.00
286956		007505	EAGLE LANDSCAPING & SUPPLY	496.50
286957		BDREFUND	EDWARDS PLUMBING & HEATING	1,000.00
286959		001495	ETNA SUPPLY	4,585.28
286960		004574	FAIR-WAY TILE & CARPET, INC.	1,529.00
286963	*	007366	FIRST ADVANTAGE OCCUPATIONAL CORP	125.00
286964		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	200.00
286965		BDREFUND	GARDNER SIGNS INC	200.00
286967		BDREFUND	GREAT LAKES CUSTOM BUILDER LLC	1,400.00
286968	*	008007	GREAT LAKES WATER AUTHORITY	8,067.66
286970		BDREFUND	HANSONS GROUP LLC	1,000.00
286971		008481	HART INTERCIVIC, INC	9,493.67
286972		003132	HASTINGS AIR-ENERGY CONTROL INC	2,243.61
286973	*	001956	HOME DEPOT CREDIT SERVICES	383.10
286975		BDREFUND	HUNTER ROBERTS HOMES	17,150.00
286977	*	009403	JUSTIN ZAYID	500.00
286978		BDREFUND	K & A SIGNS, INC	200.00
286979		BDREFUND	KRH INC	500.00
286980	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,350.00
286981	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	550.00
286983		008319	MKSK INC	6,878.03
286984		BDREFUND	MORHAUS DEVELOPMENT, LLC	200.00
286985		BDREFUND	MOSHER DOLAN	100.00
286986		BDREFUND	NEST CONSTRUCTION	100.00
286987		006723	NEWMIND GROUP, INC	18,720.00
286988	*	009478	ODP BUSINESS SOLUTIONS, LLC	56.30
286989		BDREFUND	PERSPECTIVES CUSTOM CABINETRY INC	200.00
286990		006959	PHOENIX COMMUNICATIONS & CABLING	1,001.70
286991		008028	PK SAFETY SUPPLY	187.29
286992		005733	POWER LINE SUPPLY	56.65
286993		BDREFUND	Premium Roof LLC	100.00
286994		BDREFUND	PROSIGN AND AWNING	200.00
286995	*	009397	RABAA PLLC	250.00
286996		MISC	RESCUE DIRECT	995.32
286997	*	003365	EDWARD ROSETT	134.74
286998		000218	ROYAL OAK P.D.Q. LLC	1,177.48
286999		BDREFUND	SCHOENHERR HOMES LLC	100.00
287000		BDREFUND	SCHWARTZ, ALLEGRA	200.00
287001	*	007142	SHERWIN-WILLIAMS COMPANY	55.05
287002		BDREFUND	SIGNAL RESTORATION SERVICES	1,000.00
287003		BDREFUND	SMOLYANOV HOME IMPROVMENT	100.00
287005	*	009201	STEPHEN SHUKWIT	3,562.50
287006		BDREFUND	STUDIO BY JUSTIN ANDERSON	100.00

**City of Birmingham**  
**Warrant List Dated 07/27/2022**

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
287007		BDREFUND	TOWN BUILDING COMPANY	400.00
287008		BDREFUND	TOWN BUILDING COMPANY	1,000.00
287009		BDREFUND	TRESNAK CONSTRUCTION INC	200.00
287010		007587	TRI-COUNTY AQUATICS, INC.	3,600.00
287011	*	000158	VERIZON WIRELESS	963.98
287012	*	000158	VERIZON WIRELESS	49.23
287013		BDREFUND	WHITE WOLF LANDSCAPING	100.00
287014		BDREFUND	WHITE'S HOME IMPROVEMENTS INC.	100.00
SUBTOTAL PAPER CHECK				\$160,694.82
<u>EFT TRANSFER</u>				
" "		009471	RAVE ASSOCIATES	133.20
" "		009468	FABIANO BROTHERS, INC	229.75
SUBTOTAL EFT TRANSFER				\$362.95
<u>ACH TRANSACTION</u>				
5698	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	42,981.24
5700	*	009383	BATTI LAW PLLC	500.00
5702	*	007345	BEVERLY HILLS ACE	15.10
5703		006683	BIRMINGHAM LAWN MAINTENANCE, INC	22,512.00
5704	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	2,308,512.73
5705	*	009396	CECILIA QUIRINDONGO BAUNSOE	250.00
5706	*	009432	CITY OF BIRMINGHAM #249	54,070.82
5707		009195	CROWN CASTLE FIBER LLC	4,674.65
5708	*	007807	G2 CONSULTING GROUP LLC	22,503.78
5709	*	000592	GAYLORD BROS., INC	112.48
5710	*	000243	GRAINGER	802.02
5711	*	009382	HB LAW, PLLC	250.00
5713		000331	HUBBELL ROTH & CLARK INC	93,778.65
5714	*	009390	IDUMESARO LAW FIRM, PLLC	800.00
5715	*	007870	J.C. EHRLICH CO. INC.	148.03
5716	*	000261	J.H. HART URBAN FORESTRY	2,075.00
5718	*	009392	LAMB LEGAL CONSULTING SERVICES	200.00
5719	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,460.00
5720	*	005550	LEE & ASSOCIATES CO., INC.	1,750.68
5721	*	009398	MARCIA C ROSS PC	300.00
5724		006812	MUNICIPAL ADVISORY COUNCIL OF MI	100.00
5725		001194	NELSON BROTHERS SEWER	580.00
5726	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	4,244,183.51
5727	*	009395	ORLANDO LAW PRACTICE PC	250.00
5728	*	001062	QUALITY COACH COLLISION	3,774.53
5729		009301	SECURE-CENTRIC INC	1,159.20
5730		000254	SOCRRA	73,144.00
5731	*	001255	TEKNICO INC	96.85

**City of Birmingham**  
**Warrant List Dated 07/27/2022**

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5733	*	002974	VILLAGE OF BEVERLY HILLS	103,981.25
5734	*	009379	YELLOW DOOR LAW	3,750.00
SUBTOTAL ACH TRANSACTION				\$6,988,716.52
GRAND TOTAL				\$7,149,774.29

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



Mark Gerber  
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 08/03/2022**

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
287016	*	000855	48TH DISTRICT COURT	250.00
287017	*	006965	7UP DETROIT	220.20
287018		BDREFUND	ABR ALPINE DESIGN	300.00
287019		007622	ALLSTAR PRO GOLF	677.10
287020		BDREFUND	AMERICAN STANDARD ROOFING	100.00
287021		008304	AMERINET	4,000.00
287022	*	006759	AT&T	289.62
287023	*	006759	AT&T	2,015.37
287024		BDREFUND	ATTO CONSTRUCTION	100.00
287025		000525	BIRMINGHAM PUBLIC SCHOOLS	65.56
287026		003526	BOUND TREE MEDICAL, LLC	1,947.98
287027	*	006953	JACQUELYN BRITO	17.95
287028	*	006520	BS&A SOFTWARE, INC	2,587.00
287030		003907	CADILLAC ASPHALT, LLC	2,327.77
287031		008385	CALLAWAY GOLF	490.20
287032		009078	CANON SOLUTIONS AMERICA INC	163.20
287033		007732	CAPITAL TIRE, INC.	642.48
287034	*	MISC	CAPTAIN FANTASTIC DETROIT LLC	1,200.00
287035		BDREFUND	CEDAR PRESERVATION SYSTEMS LLC	100.00
287038		000605	CINTAS CORPORATION	395.42
287039		000605	CINTAS CORPORATION	25.46
287039	*	000605	CINTAS CORPORATION	90.85
287040	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,626.27
287041	*	000912	MARK CLEMENCE	127.73
287042	*	004188	COFFEE BREAK SERVICE, INC.	85.25
287043	*	008955	COMCAST	518.41
287044		007774	COMCAST BUSINESS	1,528.74
287045	*	000931	VARSITY SHOP	313.38
287046	*	000627	CONSUMERS ENERGY	198.24
287047		008512	COOL THREADS EMBROIDERY	3,266.71
287048	*	006999	CHRISTOPHER DEMAN	21.00
287051	*	000179	DTE ENERGY	17.61
287052	*	000179	DTE ENERGY	848.24
287053	*	000179	DTE ENERGY	707.02
287055		000196	EJ USA, INC.	2,143.56
287056		BDREFUND	ETON MARKET, LLC	25.00
287057		BDREFUND	EVER-DRY OF SOUTHEASTERN MI	200.00
287058	*	000936	FEDEX	121.54
287059	*	007212	FOSTER BLUE WATER OIL	1,001.12
287060		BDREFUND	FREDDY CALZADA	100.00
287061		BDREFUND	GOLD STAR PROPERTY RESTORATION	100.00
287062	*	004604	GORDON FOOD	2,513.90

**City of Birmingham**  
**Warrant List Dated 08/03/2022**

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
287063		001047	GRAYWOLF PRINTING	243.38
287064		BDREFUND	GRENNAN CONSTRUCTION	200.00
287065		000249	GUARDIAN ALARM	259.05
287066		MISC	HENDERSON GLASS	163.32
287067	*	009419	NICHOLAS HILL	252.09
287068	*	001956	HOME DEPOT CREDIT SERVICES	1,200.97
287069		BDREFUND	HOME DEPOT USA INC	500.00
287070		BDREFUND	HOME INSPECTION PLUS INC	200.00
287071		009029	HORIZON COMMUNICATIONS CO. INC	2,751.50
287072		BDREFUND	HUNTER ROBERTS HOMES	10,950.00
287073		MISC	JOHN CAMERON & SON WELL DRILLING, I	725.00
287074	*	009403	JUSTIN ZAYID	250.00
287075	*	002630	KEATON PUBLICATIONS GROUP LLC	1,250.00
287076		BDREFUND	KELLY BUILDING & DEVELOPMENT CO LLC	200.00
287077		BDREFUND	KEVIN LAWRENCE	100.00
287078		004088	KGM DISTRIBUTORS INC	865.00
287079	*	009386	LAW OFFICE OF BRIAN P. FENECH	250.00
287080	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	250.00
287081		009375	LITHIA MOTORS, INC SUPPORT SERVICES	429.10
287082		BDREFUND	LIVE WELL CUSTOM HOME LLC	900.00
287083		BDREFUND	LIVE WELL CUSTOM HOMES LLC	15,000.00
287084		BDREFUND	LMB PROPERTIES LLC	1,000.00
287085		BDREFUND	LYUDVIGA COUTURE	100.00
287086		BDREFUND	M & G Construction Inc.	200.00
287087		001669	MACP	115.00
287088		BDREFUND	MCGLINCH & SONS CO	100.00
287089		BDREFUND	METRO DETROIT SIGNS INC	100.00
287090		009085	MGSE SECURITY LLC	1,070.73
287091	*	001387	MICHIGAN MUNICIPAL LEAGUE	1,560.00
287093		BDREFUND	NEST CONSTRUCTION	100.00
287094		009276	NEWTONS SOLUTIONS LLC	1,700.00
287095		001686	OAKLAND CO CLERKS ASSOC	70.00
287096	*	000675	OAKLAND SCHOOLS	5,727.47
287097	*	004370	OCCUPATIONAL HEALTH CENTERS	299.00
287099	*	009478	ODP BUSINESS SOLUTIONS, LLC	511.09
287100	*	008669	OHM ADVISORS INC	77,035.00
287101	*	001753	PEPSI COLA	178.35
287102		008028	PK SAFETY SUPPLY	197.69
287103		BDREFUND	PRM CUSTOM BUILDERS LLC	2,500.00
287104		BDREFUND	PROSIGN AND AWNING	100.00
287105	*	009397	RABAA PLLC	250.00
287106	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
287107		BDREFUND	RANDAZZO MECHANICAL HTG CLG	85.00

# City of Birmingham

## Warrant List Dated 08/03/2022

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
287108		BDREFUND	RILEY, ROBERT M	5,000.00
287109		BDREFUND	S A CONSTRUCTION	100.00
287110		007142	SHERWIN-WILLIAMS COMPANY	737.39
287111		008150	SITEIMPROVE, INC	2,658.83
287112	*	006591	MICHAEL SLACK	50.00
287113	*	007907	SP+ CORPORATION	7,882.00
287114	*	MISC	SPAN SYSTEMS INC.	3,750.00
287115		000260	SPARTAN DISTRIBUTORS INC	496.25
287116		BDREFUND	STEVEN JAMES OLSON	100.00
287117		009522	STORMWIND STUDIOS	5,450.00
287118	*	009496	DONALD STROUP	600.00
287119		004544	STRYKER SALES CORPORATION	599.72
287120		003630	SUN SHADE WINDOW TINTING INC	310.00
287121		BDREFUND	Supernatural	100.00
287122	*	009384	THE EDITH BLAKNEY LAW FIRM, PLLC	300.00
287123		BDREFUND	THE GREEN PANEL	200.00
287124	*	009389	THE LAW OFFICE OF KHARI HATCHETT	250.00
287125		BDREFUND	TOWN BUILDING COMPANY	1,420.00
287126		004379	TURNER SANITATION, INC	315.00
287126	*	004379	TURNER SANITATION, INC	125.00
287127		007226	VALLEY CITY LINEN, INC	133.70
287128	*	000293	VAN DYKE GAS CO.	112.36
287129	*	000158	VERIZON WIRELESS	128.72
287130	*	000158	VERIZON WIRELESS	147.66
287131	*	000158	VERIZON WIRELESS	139.73
287132		BDREFUND	WALCZAK, MATTHEW	1,000.00
287133		BDREFUND	WALLSIDE INC	500.00
287134		001490	WEST SHORE FIRE INC	645.80
287135		BDREFUND	WILLIAM A FLEURY 2010 IRRVOC TRUST	300.00
287136		BDREFUND	WILLIAM L ROBINSON, JR. MARTHA	100.00
287137		BDREFUND	WINDOW PRO HOLDINGS LLC	500.00
287138	*	008391	XEROX CORPORATION	347.82
287139	*	008438	JORDAN ZALE	54.90
SUBTOTAL PAPER CHECK				\$197,993.35
<u>EFT TRANSFER</u>				
" "		009469	TRI-COUNTY DISTRIBUTORS	214.75
" "		009471	RAVE ASSOCIATES	266.40
SUBTOTAL EFT TRANSFER				\$481.15
<u>ACH TRANSACTION</u>				
5741	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	33,851.20
5751		009126	AMAZON CAPITAL SERVICES INC	3,395.74
5751	*	009126	AMAZON CAPITAL SERVICES INC	386.19

**City of Birmingham**  
**Warrant List Dated 08/03/2022**

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5752	*	009383	BATTI LAW PLLC	600.00
5753	*	007345	BEVERLY HILLS ACE	204.77
5754		006683	BIRMINGHAM LAWN MAINTENANCE, INC	294.00
5755	*	009283	BRENDAN MCGAUGHEY	799.20
5756		008983	BRENNA SANDLES	583.62
5757		007875	CANFIELD EQUIPMENT SERVICE INC.	1,785.53
5758	*	009396	CECILIA QUIRINDONGO BAUNSOE	250.00
5759		002668	CONTRACTORS CLOTHING CO	1,661.96
5760		001367	CONTRACTORS CONNECTION INC	87.00
5761	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	70.67
5762		000213	FIRE DEFENSE EQUIP CO INC	155.24
5763	*	007314	FLEIS AND VANDENBRINK ENG. INC	1,085.00
5764	*	000243	GRAINGER	25.20
5765	*	001663	SCOTT GREWE	405.92
5766		003938	HART PAVEMENT STRIPING CORP	78,400.00
5767	*	009382	HB LAW, PLLC	250.00
5768	*	009390	IDUMESARO LAW FIRM, PLLC	300.00
5769	*	008851	INSIGHT INVESTMENT	5,437.87
5770	*	000261	J.H. HART URBAN FORESTRY	29,005.00
5771		000186	JACK DOHENY COMPANIES INC	2,045.36
5772		009298	JCR SUPPLY INC	1,608.19
5773	*	003458	JOE'S AUTO PARTS, INC.	958.42
5774		004085	KONE INC	1,450.00
5775	*	005876	KROPF MECHANICAL SERVICE COMPANY	2,801.51
5776	*	009392	LAMB LEGAL CONSULTING SERVICES	300.00
5777	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,990.00
5778	*	005550	LEE & ASSOCIATES CO., INC.	2,620.63
5779	*	009398	MARCIA C ROSS PC	300.00
5780	*	009370	MICHAEL SIMON	162.00
5782		000462	MOTOR CITY INDUSTRIAL	215.44
5783	*	009400	N.L. SMITHSON & ASSOCIATES PLLC	500.00
5784		007755	NETWORK SERVICES COMPANY	1,068.90
5785		008853	NORTH AMERICAN RESCUE LLC	1,018.42
5786		001864	NOWAK & FRAUS ENGINEERS	23,889.50
5787	*	006359	NYE UNIFORM COMPANY	866.50
5788	*	008269	PREMIER SAFETY	350.00
5789	*	003554	RKA PETROLEUM	1,994.76
5790	*	000478	ROAD COMM FOR OAKLAND CO	1,428.32
5791	*	001181	ROSE PEST SOLUTIONS	47.00
5792		005380	SALZBURG LANDSCAPE SUPPLY, INC	3,495.10
5793		001097	SOCWA	14,556.95
5794		005787	SOUTHEASTERN EQUIPMENT CO. INC	461.67
5795	*	002037	TOTAL ARMORED CAR SERVICE, INC.	796.28

**City of Birmingham**  
**Warrant List Dated 08/03/2022**

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5796	*	009379	YELLOW DOOR LAW	3,750.00
SUBTOTAL ACH TRANSACTION				\$227,709.06
GRAND TOTAL				\$426,183.56

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



Mark Gerber  
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 08/10/2022

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
287140		003431	AIS CONSTRUCTION CO	12,380.50
287141		BDREFUND	ALEXANDER HOMES	500.00
287142		BDREFUND	ALL AMERICAN CONSTRUCTION	100.00
287143		BDREFUND	ALL TIME HOME IMPROVEMENT	100.00
287144		BDREFUND	ALLSHIRE BUILDING	100.00
287146	*	003272	AMERICAN PLANNING ASSOC INC	453.00
287147		008304	AMERINET	41,478.06
287148		000167	ANDERSON ECKSTEIN WESTRICK INC	830.50
287149	*	MISC	ANN TAPPAN	931.90
287150	*	008977	JOBMATCH LLC DBA APPLICANTPRO	239.00
287153		BDREFUND	B & B POOL SERVICE SUPPLY CO	350.00
287154		BDREFUND	BENINATI POOL AND SPA	650.00
287157		BDREFUND	BRADLEY D KLINTWORTH	100.00
287158		BDREFUND	BRADLEY DICKS	100.00
287159		BDREFUND	BRANDON ELECTRIC, INC	50.00
287161		003907	CADILLAC ASPHALT, LLC	1,135.53
287164	*	000444	CDW GOVERNMENT INC	8,185.00
287165		009430	CENTER FOR TECHNOLOGY AND TRAINING	55.00
287166	*	000605	CINTAS CORPORATION	90.85
287167		BDREFUND	CITI ROOFING CO	100.00
287168	*	000912	MARK CLEMENCE	1,742.24
287170	*	008955	COMCAST	91.91
287171	*	007774	COMCAST BUSINESS	263.85
287172		001907	COMMON GROUND	1,500.00
287173	*	000627	CONSUMERS ENERGY	291.60
287176		BDREFUND	DAVIN SEABROOK RAUDIO SATTERLUND	200.00
287177		BDREFUND	DJB LANDSCAPING	100.00
287178		BDREFUND	DORSET, PAUL D	100.00
287179	*	000179	DTE ENERGY	69.43
287180	*	000179	DTE ENERGY	204.27
287181	*	000179	DTE ENERGY	1,563.18
287182	*	000179	DTE ENERGY	179.39
287183	*	000179	DTE ENERGY	1,697.57
287184	*	000179	DTE ENERGY	68.40
287185	*	000179	DTE ENERGY	869.89
287186	*	000179	DTE ENERGY	1,260.10
287187	*	000179	DTE ENERGY	1,171.41
287188	*	000179	DTE ENERGY	66.98
287189	*	000179	DTE ENERGY	57.53
287190	*	000179	DTE ENERGY	58.10
287191	*	000179	DTE ENERGY	37.85
287192	*	000180	DTE ENERGY	40,530.44
287193	*	009100	ENZO WAFFLE SERVICE	880.00

**City of Birmingham**  
**Warrant List Dated 08/10/2022**

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
287194		001495	ETNA SUPPLY	26,455.00
287195	*	000936	FEDEX	20.39
287196		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	200.00
287197		BDREFUND	FOUR SEASONS GARDEN CENTER	300.00
287198		BDREFUND	FRASER BUILDING CONSTRUCTION INC	100.00
287199		BDREFUND	FRESH GOODNESS PIZZA	100.00
287200		BDREFUND	GILLETTE BROTHERS POOL & SPA	300.00
287201	*	004604	GORDON FOOD	154.35
287202	*	MISC	GREG FLYNN	3,625.29
287203		BDREFUND	GUARDIAN ALARM CO	320.00
287204		001447	HALT FIRE INC	145.75
287205		BDREFUND	HILLTOP CONTRACTING	500.00
287206	*	001956	HOME DEPOT CREDIT SERVICES	224.87
287207		BDREFUND	HOWARD D LONDBERG	200.00
287208		006416	HUNTINGTON WOODS POOLS & SPAS, INC	632.68
287209	*	001307	JOSHUA HUSTED	185.45
287210		000948	HYDROCORP	1,381.00
287211		BDREFUND	INTERCITY NEON INC	100.00
287213		BDREFUND	KENDALL DESIGN AND BUILD	300.00
287216		009503	LAW OFFICE OF KEVIN G. PELKEY, PLLC	300.00
287217		009503	LAW OFFICE OF KEVIN G. PELKEY, PLLC	300.00
287218	*	009503	LAW OFFICE OF KEVIN G. PELKEY, PLLC	300.00
287219		008518	LERMA, INC	100.00
287220		BDREFUND	LEVIN, PETER	200.00
287221		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	144.05
287223		008793	MERGE MOBILE, INC.	73.00
287224		BDREFUND	MICHAEL CHRISTIAN HOMES INC	100.00
287225		MISC	MICHIGAN AUTOMATIC SPRINKLER, INC.	105.00
287226		MISC	MICHIGAN AUTOMATIC SPRINKLERS	946.00
287228	*	000649	MML WORKERS' COMP FUND	69,722.00
287230		004879	MOTOROLA SOLUTIONS INC	87,732.00
287231		BDREFUND	O'DWYER BUILDING COMPANY	300.00
287232	*	000477	OAKLAND COUNTY	1,235.25
287233	*	001450	OAKLAND COUNTY PKS & REC COMM.	613.00
287234	*	004370	OCCUPATIONAL HEALTH CENTERS	80.00
287235	*	009478	ODP BUSINESS SOLUTIONS, LLC	192.84
287237		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00
287238		005501	POISON IVY CONTROL OF MI, LLC	6,425.00
287239		001263	POSITIVE PROMOTIONS INC	144.95
287240		005733	POWER LINE SUPPLY	56.62
287241		BDREFUND	PRM CUSTOM BUILDERS LLC	2,500.00
287242		004137	R & R FIRE TRUCK REPAIR INC	4,249.15
287243		MISC	RESCUE DIRECT	377.96

**City of Birmingham**  
**Warrant List Dated 08/10/2022**

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
287244	*	005344	RESERVE ACCOUNT	8,000.00
287245		BDREFUND	SCHOENHERR HOMES LLC	100.00
287246		BDREFUND	SCHONBERG, EDWARD	100.00
287247		007142	SHERWIN-WILLIAMS COMPANY	155.85
287248	*	008073	SITEONE LANDSCAPE SUPPLY, INC	209.91
287249		BDREFUND	SMALL, MARK L	100.00
287251	*	009184	SPECTRUM PRINTERS INC	340.64
287252	*	005351	STATE OF MICHIGAN	23,492.55
287253		BDREFUND	STERLING DEVELOPMENT CORP	400.00
287255		BDREFUND	SUMMIT PROPERTIES	100.00
287257		007087	TECHRADIUM, INC	240.00
287258		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	2,900.00
287260		BDREFUND	TOWN BUILDING COMPANY	150.00
287261		BDREFUND	TRADEMARK BUILDING COMPANY INC	4,350.00
287262		BDREFUND	TRESNAK CONSTRUCTION INC	100.00
287263		BDREFUND	TRZCINSKI, KAREN AE	5,000.00
287264	*	004379	TURNER SANITATION, INC	916.66
287265	*	001279	US FIGURE SKATING ASSOC.	568.75
287266	*	000293	VAN DYKE GAS CO.	84.27
287267	*	000158	VERIZON WIRELESS	743.99
287269	*	000158	VERIZON WIRELESS	76.02
287270	*	000158	VERIZON WIRELESS	1,277.58
287271	*	000158	VERIZON WIRELESS	152.50
287274		008408	WISS, JANNEY, ELSTNER ASSOC. INC	2,500.00
SUBTOTAL PAPER CHECK				\$384,933.80
<b>ACH TRANSACTION</b>				
5797	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	51,209.60
5798	*	002284	ABEL ELECTRONICS INC	915.00
5799	*	008226	KATHERINE ABELA	1,035.75
5800	*	008649	ROBERT ABRAHAM JR.	4.39
5801		002909	ACOM SOLUTIONS, INC.	438.00
5803	*	001357	ART/DESIGN GROUP LTD	1,082.50
5805		006683	BIRMINGHAM LAWN MAINTENANCE, INC	78.00
5806	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	3,216.46
5807	*	003282	LISA MARIE BRADLEY	371.25
5809		002668	CONTRACTORS CLOTHING CO	285.12
5810	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	263.70
5811	*	000565	DORNBOS SIGN & SAFETY INC	82.15
5812	*	001077	DUNCAN PARKING TECH INC	9,762.75
5813		000213	FIRE DEFENSE EQUIP CO INC	30.22
5814	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	374.50
5815		000217	FOUR SEASON RADIATOR SERVICE INC	363.95
5816	*	000243	GRAINGER	75.11

**City of Birmingham**  
**Warrant List Dated 08/10/2022**

Meeting of 08/15/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5817	*	001672	HAYES PRECISION INC	53.00
5818		009298	JCR SUPPLY INC	349.78
5819	*	003458	JOE'S AUTO PARTS, INC.	1,703.31
5820	*	007827	HAILEY R KASPER	193.50
5821	*	005550	LEE & ASSOCIATES CO., INC.	1,010.83
5822	*	001505	MEADOWBROOK INSURANCE GROUP	11,092.55
5824	*	009370	MICHAEL SIMON	81.00
5827	*	001194	NELSON BROTHERS SEWER	644.00
5828	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	8,919.49
5830	*	003554	RKA PETROLEUM	19,900.51
5831	*	001181	ROSE PEST SOLUTIONS	74.00
5832		009301	SECURE-CENTRIC INC	1,259.29
5833	*	003785	SIGNS-N-DESIGNS INC	3,155.00
5834		000254	SOCRRA	82,545.00
5835		005787	SOUTHEASTERN EQUIPMENT CO. INC	2,204.70
5836	*	001255	TEKNICOLORS INC	615.84
5837		000273	TERMINAL SUPPLY CO.	159.81
5838	*	009254	THOMAS M MARKUS	535.00
5839	*	004320	TRI-COUNTY POWER RODDING, INC	1,850.00
5840		009266	US SIGNAL COMPANY LLC	4,626.90
5841		000298	VESCO OIL CORPORATION	93.25
5842	*	000301	PAUL WELLS	29.61
5843		009128	WITMER PUBLIC SAFETY GROUP INC	326.39
5844		002088	WM. CROOK FIRE PROTECTION CO.	2,151.26
5845		009126	AMAZON CAPITAL SERVICES INC	511.39
SUBTOTAL ACH TRANSACTION				\$213,673.86
GRAND TOTAL				\$598,607.66

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



Mark Gerber  
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

Fire Department

**DATE:** August 15, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Paul A. Wells, Fire Chief

**SUBJECT:** Fire Prevention and Protection Code

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### INTRODUCTION:

The Birmingham Fire Department prioritizes the safety and protection of our community. The International Fire Code (IFC) is a model code that presents minimum safety guidelines for new and existing buildings, facilities, storage, and processes. The 2021 IFC addresses fire prevention, fire protection, life safety, and safe storage in buildings which helps limit potential hazards. Currently the fire department is operating under the 2015 IFC and is recommending updating to the 2021 IFC code book.

### BACKGROUND:

The IFC is revised on a three-year cycle through the International Code Council's highly-respected consensus code development process that draws upon the expertise of hundreds of experts from across North America. Internationally, code officials recognize the need for a modern, up-to-date fire code addressing conditions hazardous to life and property from fire, explosion, handling or use of hazardous materials and the use and occupancy of buildings and premises.

Currently the Fire Department per Sec. 54-26 of the City's Code of Ordinances is following the State of Michigan's building code schedule which now is 7 years behind. By changing the ordinance, the Fire Department will be able to stay up to date with the latest safety improvements that the newest IFC codes provide. Furthermore, the Insurance Services Office (ISO), which grades the department's fire response rating, also requires the fire department to be using a code book that is within 5 years of publication.

Some highlights to the updated codes since 2015 that may pertain to the local area are as follows:

- Flame propagation performance of permanently installed artificial combustible vegetation on roofs or in close proximity to buildings is now required to be verified when surpassing certain heights
- Clarifications were made to sprinkler requirements for the storage, manufacture, and sale of upholstered furniture and mattresses

- New requirements for an automatic sprinkler system in open parking garages exceeding a certain fire area threshold
- New Chapter 40, "Storage of Distilled Spirits and Wines"
- Hazards related to outdoor pallet storage, **mobile food trucks**, and plant processing and extraction activities were addressed by new provisions
- New Chapter 12 on Energy Systems—for the installation, operation, and maintenance of energy systems used for generating or storing energy

**LEGAL REVIEW:**

The ordinance and its language have been revised by the City Attorney.

**FISCAL IMPACT:**

None

**PUBLIC COMMUNICATIONS:**

The Fire Department's web page will be updated notifying residents and business owners that the new code will be followed.

**SUMMARY:**

The provisions of this code provide protection for public health, safety and welfare from the hazards of fire, explosion or dangerous conditions in buildings, structures and premises. Adopting the most current set of International Fire Codes will ensure the Fire Department is performing its prevention duties at maximum efficiency by having new materials, new system designs, and more addressed in the most recent IFC codes. The adopted ordinance will ensure that the most current published IFC code is adopted and enforced for the City by the Birmingham Fire Department.

**ATTACHMENTS:**

Ordinance No. \_\_\_\_\_

**SUGGESTED COMMISSION ACTION:**

Make a motion amending Chapter 54 – Fire Prevention and Protection, Article II. – Fire Prevention Code, Sec. 54-26, Sec. 54-27 and 54-28, which adopt the International Fire Code and its amendments, adopting Ordinance No. \_\_\_\_\_.

## **AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 54 – FIRE PREVENTION AND PROTECTION, ARTICLE II. – FIRE PREVENTION CODE**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 54 – Fire Prevention and Protection, Article II. Fire Prevention Code, shall read as follows:

### **ARTICLE II. FIRE PREVENTION CODE<sup>1</sup>**

#### **Sec. 54-26. Adoption.**

Pursuant to the provisions of Section 3(k) of Act 279 of 1909, State of Michigan, as amended, and Section 8b of Act 230 of 1972, "The International Fire Code" as published by the International Code Council, and its future amendments, which are published every three (3) years, and are hereby adopted by reference by the City for the purpose of safeguarding life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the use or occupancy of buildings or premises.

(Ord. No. 2069, 10-24-11)

#### **Sec. 54-27. Conflict with Other Laws.**

It shall be necessary to obtain any permit or license as required by the International Fire Code.

Should any new construction requirements in the current edition of the Michigan Building Code conflict with construction requirements in The International Fire Code, the Michigan Residential or Commercial Codes shall prevail.

#### **Sec. 54-28. Code of file.**

Complete printed copies of the "applicable edition of the International Fire Code," herein adopted, is available for public inspection at the office of the community development department.

(Ord. No. 2069, 10-24-11)

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<sup>1</sup>Editor's note(s)—Ord. No. 2069, adopted October 24, 2011, amended article II in its entirety to read as herein set out. Formerly, article II, §§ 54-26—54-30 pertained to similar subject matter and derived from the Code of 1963, §§ 9.121—9.124; Ord. No. 1614, adopted June 19, 1995, and Ord. No. 2010, adopted February 8, 2010.

### **Sec. 54-29. Fees.**

Wherever in the "International Fire Code," reference is made to fees for permits or licenses or for any other purpose, such fees shall be as set forth in the schedule of fees, charges, bonds and insurance.

(Ord. No. 2069, 10-24-11)

### **Sec. 54-30. References in code.**

References in the International Fire Code to "state" shall mean State of Michigan; references to "municipality" or "jurisdiction" shall mean City of Birmingham; references to the International Building Code, the International Residential Code, the International Mechanical Code, the International Plumbing Code, and NFPA 70 shall mean the Michigan Building Code, the Michigan Residential Code, the Michigan Mechanical Code, the Michigan Plumbing Code, and Michigan Electrical Code; references to the International Zoning Code shall mean the zoning ordinance of the City of Birmingham; references to "department of fire prevention" shall mean fire department; references to "fire code official" shall mean fire chief or his designee; reference to "board of appeals" shall mean board of building trade appeals or housing board of appeals as applicable; reference to "fees," "charges," or "penalties" shall mean as specified in the schedule of fees, charges, bonds and insurance; references to "local ordinances" means this Code.

(Ord. No. 2069, 10-24-11)

Cross reference(s)—Definitions generally, § 1-2.

### **Sec. 54-31. Additions.**

The following additional sections and subsections are added as indicated and shall be applied concurrently with the applicable edition of the fire code adopted above.

#### **GASOLINE FILLING STATIONS**

(Ord. No. 2069, 10-24-11)

### **Sec. 54-32. Extinguishing system.**

An Underwriters' Laboratories approved fixed-pipe dry chemical extinguishing system, provided with both automatic and manual controls, shall be installed at each pump island where self-service is utilized. Such extinguishing system shall be approved by the fire prevention bureau. The manual control shall be clearly identified, easily accessible and installed at the control console (remote control). All employees shall be trained as to the location and use of the remote control manual operation of the system. Each extinguisher head shall be installed in such a manner that the accumulation of ice and snow shall not adversely affect the operation of the system.

(Ord. No. 2069, 10-24-11)

### **Sec. 54-33. Emergency power shutdown device.**

All new construction of commercial buildings and/or additions to existing commercial buildings wherein the addition increases the existing gross square footage by 25 percent or larger,



and/or remodel of a commercial building that would increase the size of the electrical service, shall provide a KNOX Remote Power Box shutdown device, and proper installation as approved by the fire marshal, located on the exterior of the building. All required power shut down devices shall be installed and maintained at the building owner's expense. All required power shut down devices shall be installed by a qualified, licensed electrician.

(Ord. No. 2356, 10-4-21)

Secs. 54-34—54-50. Reserved.

All other Sections of Chapter 54. – Fire Prevention and Protection, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2022. 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 \_\_\_\_\_, 2022 and that a summary was published \_\_\_\_\_, 2022.

\_\_\_\_\_  
Alexandria D. Bingham, City Clerk



## MEMORANDUM

Fire Department

**DATE:** August 4, 2022  
**TO:** Thomas M. Markus, City Manager  
**FROM:** Paul A. Wells, Fire Chief  
**SUBJECT:** Fire Station 1 HVAC Replacement

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### INTRODUCTION:

Birmingham Fire Station 1 (Adams Station) is in need of replacing the 25-year-old HVAC system which consists of a boiler and two rooftop air conditioning units. Replacing the rooftop air conditioning units will require removing drywall in the fire station's stairwell from the second floor to the basement. This drywall removal is necessary in order to access and replace the coolant line sets that are required for the new R-410 refrigerant.

### BACKGROUND:

Birmingham Fire Station 1 was rebuilt in 1997. Over the last 25-years the HVAC system has had numerous reliability issues. The system has had over \$45,000 worth of repairs resulting in extended downtimes in just the last five years. Boiler and air conditioning parts are becoming limited to keep the aged system running. The older system is less efficient than the proposed replacement equipment.

The new HVAC will be more reliable for the fire station that is staffed 24-hours per day. The addition of the steam humidifiers will provide humidified air for the firefighters during extended shift time which can be in excess of 72-hours at a time. The department's portable humidifiers are unable to keep station air humidified properly during the winter months.

An invitation to bid on the RFP was submitted to the Michigan Inter-Governmental Trade Network (MITN). Four companies attended the mandatory pre-bid meeting and submitted sealed bids to the City for contract consideration.

COMPANY NAME	BID AMOUNT
Air Handlers Service	\$134,008
Denny's Heating & Cooling	\$149,900
A/C Building Systems	\$176,000

After reviewing all bids, references, and company responsiveness, it is recommended to award the contract for the HVAC replacement to Air Handlers Service for \$134,008 consistent with bid requirements and contractual stipulations.

**LEGAL REVIEW:**

The City attorney has reviewed the RFP and the attached contract.

**FISCAL IMPACT:**

This project was budgeted in fiscal year 2020-2021 in the Capital Projects Fund. The funding is still available for this project, however, a budget amendment will be necessary.

**PUBLIC COMMUNICATIONS:**

None required.

**SUMMARY:**

In summary, the fire department would like to replace the main components of the HVAC system at Fire Station 1. This includes the two rooftop air conditioning units, new refrigerant line sets, a new boiler, and the installation of two steam humidifiers. The HVAC contract also includes a two-year warranty on all parts and labor. An additional \$15,000 is proposed to cover the drywall repair, plus painting, estimated at \$6,000 and an additional \$9,000 for any unforeseen costs associated with the HVAC overhaul.

**ATTACHMENTS:**

1. HVAC contract and RFP

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the contract from Air Handler Services to replace the HVAC system at Fire Station 1 and the additionally contingency funds for repairs etc. in the amount not to exceed \$149,008 from the Capital Projects Fund #403.0-339.000-977.0000. In addition, to authorize the Mayor, City Clerk, City Manager, City Attorney, Finance Director, and Fire Chief to sign the contract on behalf of the City and further, to approve the appropriations and amendment to the Capital Projects Fund budget as follows:

**Revenue:**

Draw from Fund Balance	403.0-000.000-400.0000	\$149,008
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**Expenditures:**

Buildings – Adams Fire Station	403.0-346.001-977.0000	\$149,008
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**REQUEST FOR PROPOSALS**  
**For Birmingham Fire Station 1 HVAC replacement 2022**

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Sealed proposals endorsed **"Birmingham Fire Station 1 HVAC replacement 2022"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until July 29, 2022 at 2:00 pm, after which time bids will be publicly opened and read at the Birmingham Fire Station 1 located at 572 South Adams Road, Birmingham, Michigan 48009 on July 29, 2022 at 2:30 pm.

**Bidders must attend a mandatory pre-bid meeting on July 15, 2022 at 10:00am at the Birmingham Fire Station 1 at 572 South Adams Road, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by July 14, 2022 at 3:00pm by contacting Fire Chief Paul Wells at (248) 530-1901 or pwells@bhamgov.org.**

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to replace the boiler and rooftop air conditioning units at the Birmingham Fire Station 1. This work must be performed as specified 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>, or at the City of Birmingham Fire Department, 572 South Adams Road, Birmingham, Michigan 48009, Attn: Chief Paul Wells or by email at pwells@bhamgov.org.

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

<b>Submitted to MITN:</b>	July 1, 2022
<b>Mandatory Pre-Bid Meeting:</b>	July 15, 2022 at 10:00am 572 South Adams Road, Birmingham, Michigan 48009. Register by 3:00pm on July 14, 2022
<b>Deadline for Submissions:</b>	July 29, 2022 at 2:00pm
<b>Contact Person:</b>	Chief Paul Wells 572 South Adams Road, Birmingham, Michigan 48009 Phone: 248-530-1901 Email: pwells@bhamgov.org



**REQUEST FOR PROPOSALS**  
**For Birmingham Fire Station 1 HVAC replacement 2022**

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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 "Contractor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to replace the main components of the HVAC system at the Birmingham Fire Station 1 located at 572 South Adams Road, Birmingham, Michigan 48009. This work must be performed as specified 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 August 1, 2022. An Agreement for services will be required with the selected Contractor. 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, capabilities and costs to provide disposal and replacement of the boiler, and two rooftop AC units. The AC coils in the air handlers located in the basement will also need to be replaced so that they conform with the new R-410 refrigeration requirements. Additionally, the AC R-410 line sets must all be replaced from the roof to the basement in accordance to manufacturer specifications. Each air handler will also have a steam humidifier installed.

## **MANDATORY PRE-BID MEETING**

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. The mandatory pre-bid meeting will be held on July 15, 2022 at 10:00 am located at the Birmingham Fire Station 1, 572 South Adams Road Birmingham, Michigan 48009.

## **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than July 29, 2022 at 2:00pm to:

City of Birmingham  
Attn: City Clerk  
P.O. Box 3001, 151 Martin Street  
Birmingham, MI 48012-3001

Or in person at

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, **"Birmingham Fire Station 1 HVAC replacement 2022"**. 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 Contractor'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: Chief Paul Wells, (248) 530-1901, [pwells@bhamgov.org](mailto:pwells@bhamgov.org), 572 South Adams Road, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
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. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. 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 Contractor if the successful Contractor 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 Contractors.
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 Contractor 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 Contractor 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 Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after completion of the work, invoice date, and acceptance by the City. 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 Contractor will not exceed the timelines established for the completion of this project without written permission from the City.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

#### **CONTRACTOR'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. Bidder's Agreement (Attachment B - p. 19)
  - b. Cost Proposal (Attachment C - p. 20)
  - c. Agreement (p. 12)
2. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
3. Provide two (2) client references from past projects using the same replacement equipment, include current phone numbers.
4. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
5. The Contractor will be responsible for getting the building permits at no cost to the Contractor.

#### **CITY RESPONSIBILITY**

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

#### **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19 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 Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor 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 17 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 Contractor 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 replacement of the air conditioning units must be coordinated with the Fire Chief as to not disrupt operations of the department or personnel that live at the fire station during their extended shifts. Air conditioning replacement will be need to be completed in 10 business days once work has begun. Air conditioning replacement must be completed by April 15, 2023.

The Boiler replacement and humidifier installation must be completed by November 1, 2022 and once work has started must take no longer than 5 business days to complete.

The Contractor will not exceed the timelines established for the completion of this project unless mutually agreed upon in writing. Any delay for equipment delivery must have documentation of the ordered equipment provided to the City.

## **SCOPE OF WORK**

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

### **Boiler Replacement**

- Remove and replace current Lochinvar Boiler CBN0495 and replace with a new Lochinvar water boiler CBN0497-M13
- Install new water pipe, fittings, and gas lines where needed
- Replace nonfunctioning actuated 3-way valve
- Install a new pressure relief valve
- Install an emergency stop switch and lockable power source
- Install a new thermostat controller and provide training on how to operate
- Disconnect boiler water lines in basement air handlers
- Acquire the proper state boiler permits
- Acquire proper City permits (permit fees waived by City)
- Provide a two-year warranty on parts and labor starting with the completion of boiler installation
- Contractor will provide any required electrical work by a licensed electrician at their expense

### **Humidifiers**

- Install two commercial steam humidifiers on the first and second floor air handlers located in the basement with controllers located near the air handlers
- Provide a two-year warranty on parts and labor starting with the completion of humidifier installation
- Contractor will provide any required electrical work by a licensed electrician at their expense

### **Air Conditioning**

- Remove and capture R22 Freon from both rooftop Trane A/C condensers
- Disconnect all electrical, refrigeration, water and condensation piping
- Provide a crane to remove existing rooftop AC condensers (12.5 ton and 15 ton) units and replace with new Trane (12.5 and 15 ton) equivalent units
- Replace old existing evaporator coils in both basement Trane air handlers with designed cooling coils for R-410A refrigerant
- Re-pipe and replace all necessary refrigeration piping
- Install new liquid line filter driers
- Install new expansion valves
- Replace existing roof electric main disconnects with new disconnects and fuses.
- Replace and remove existing line sets from the roof to the basement, damage to drywall to be kept to a minimal and cleaned up by Contractor as work is performed each day.

Repairs of the drywall, regarding line set replacement and removal will not be done by the Contractor. The City will have drywall repairs done by another source.

- Replace all low voltage wire from the rooftop to the basement
  - Provide a two-year warranty on parts and labor starting with completion of air conditioning installation.
  - Contractor will provide any required electrical work by a licensed electrician at their expense
1. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
  2. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.
  3. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
    - a. A two-year warranty (service agreement) on all equipment, parts, and labor.
  4. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

## **ATTACHMENT A - AGREEMENT**

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## **AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND AIR HANDLERS SERVICE CORPORATION TO REPLACE THE HVAC SYSTEM AT BIRMINGHAM FIRE STATION 1**

**THIS AGREEMENT** is entered into this 4<sup>th</sup> day of August, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Air Handlers Service Corporation a Michigan Corporation, whose address is 1740 Opdyke Court, Auburn Hills, MI. 48326, (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires to replace the main components of the HVAC system at the Birmingham Fire Station 1 located at 572 South Adams Road, Birmingham, Michigan 48009 and in connection therewith has requested proposals for replacement of the HVAC system; and

**WHEREAS**, the Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the boiler, AC replacement, and installation of two steam humidifiers.

**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 the replacement of the HVAC system at Birmingham Fire Station 1 dated July 1, 2022, which includes the replacement of the boiler, two rooftop air conditioning units, AC line sets and the new installation of two steam humidifiers along with all materials, valves etc. as listed in the attached RFP 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 term of nine months from the date stated above. 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 Contractor shall receive compensation for services up to the date the termination. The boiler and humidifier work contained in this agreement shall be completed no later than November 1, 2022 and shall include a two-year warranty on parts and labor. The Air Conditioning work contained in this agreement shall be completed no later than April 15, 2023 and shall include a two-year warranty on parts and labor beginning after the installation of each component. (Attached hereto as Attachment "B.")

**3. TERMS OF PAYMENT:** The Contractor will invoice for all labor supplied and work completed. In no event shall invoices be submitted more than 30 days after completion of services. Payment terms will be net 30 days unless otherwise specified by the City.

**4.** 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 the Contractor's acceptance of the terms of this Agreement.

**6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Contractor 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 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's 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) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.



C. 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.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. 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.

F. 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.

G. 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: Paul A. Wells

Contractor: Air Handlers Service Corporation  
1740 Opdyke Court  
Auburn Hills, MI. 48326  
Attn: Thomas Beever

**13. COVID:** The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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 48<sup>th</sup> 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.

**20. 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 July 26, 2022 to the City's Request for Proposals dated July 1, 2022 In the event of a conflict in any of the terms of this Agreement and the contractor (date of response) response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

**21. 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 the 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.

Air Handlers Service Corporation

(Contractor):

By: Thomas Beever

Its: Owner

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF OAKLAND    )

On this 4 day of August, 2022 before me personally appeared Thomas Victor Beever who acknowledged that with authority on behalf of Air Handlers Service Corporation do so he/she sign this Agreement.

C. Woods  
Notary Public  
Oakland County, Michigan

C. WOODS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 16, 2023  
ACTING IN COUNTY OF Oakland


Acting in Oakland County, Michigan  
My commission expires: Oct 16 2028


**CITY OF BIRMINGHAM:**


By: \_\_\_\_\_  
Therese Longe, Mayor

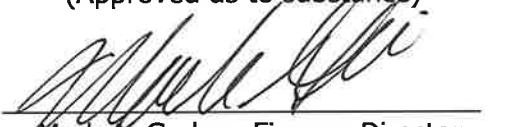
By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

  
Thomas M. Markus, City Manager  
(Approved as to substance)

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

  
Paul A. Wells, Fire Chief  
(Approved as to substance)

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

## ATTACHMENT B - BIDDER'S AGREEMENT

For Birmingham Fire Station 1 HVAC replacement 2022

In submitting this proposal, as herein described, the Contractor 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.

THOMAS V BEEVER  
BID PREPARED BY  
(Print Name)

7-15-2022  
DATE

PRESIDENT  
TITLE

7-15-2022  
DATE

  
AUTHORIZED SIGNATURE

BEEVER 234 @ AOL.COM  
E-MAIL ADDRESS

AIRHANDLERS SERVICE CORPORATION  
COMPANY

1740 OPDYKE CT, AUBURN HILLS, MI 48326, 248-625-8913  
ADDRESS PHONE

SAME  
NAME OF PARENT COMPANY

PHONE

  
ADDRESS

## ATTACHMENT C - COST PROPOSAL

### For Birmingham Fire Station 1 HVAC replacement 2022

**In order for the bid to be considered valid, this form must be completed in its entirety.** The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

*Attach technical specifications and scope of work for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 5)*

COST PROPOSAL	
ITEM	BID AMOUNT
Boiler (materials & equipment)	\$ 16,500.00
Boiler installation labor	\$ 7,100.00
Air conditioning rooftop units, line set replacement (materials & equipment)	\$ 57,780.00
Air conditioning system installation labor	\$ 24,000.00
Steam humidifiers (materials and equipment)	\$ 19,400.00
Steam humidifiers installation labor <i>W/ELECT</i>	\$ 9,228.00
ADDITIONAL BID ITEMS	
	\$
	\$
<b>GRANDTOTAL AMOUNT</b>	\$ 134,008.00

Firm Name: AIRHANDLERS SERVICE CORP

Authorized signature: 

Date: 7/27/2022

## ATTACHMENT D – IRAN SANCTIONS

For Birmingham Fire Station 1 HVAC replacement

### 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	AIR HANDLERS SERVICE CORPORATION
Street Address	1740 OPDYKE CT
City	AUBURN HILLS
State, Zip	MI, 48326
Corporate I.D. Number / State	38-2630548
Taxpayer I.D. #	1028418

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.

Vendor's Authorized Agent (signature): Thomas V Beever

Vendor's Authorized Agent (print): THOMAS V BEEVER

Witness Name (signature): Kerry Lynn Lewis

Witness Name (print): Kerry Lynn Lewis



## MEMORANDUM

Fire Department

**DATE:** August 4, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Paul A. Wells, Fire Chief

**SUBJECT:** Fire Station 1 Steel Roof Replacement

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### INTRODUCTION:

Birmingham Fire Station 1 (Adams Station) is in need of replacing the 25-year-old steel roof that covers the living quarters and offices of the station. The steel roof has rust and leak issues and several holes in the roof have been repaired within the past year. A request is being made to have the roof and insulation replaced.

### BACKGROUND:

Birmingham Fire Station 1 (Adams Station) was rebuilt in 1997. The station has two different roof systems. The apparatus bay has a flat rubber membrane roof structure that was replaced in 2020. The living quarters and office area of the fire station has a curved steel roof. Over the last year the colonial red curved steel roof has had several roof leaks that caused minor damage to the offices and living quarters. These roof leaks were repaired after being discovered. The current roof material has met its 25-year manufacturer's life expectancy and will require frequent patching if not replaced.

The new roof system will match the color and design of the original roof. It will have a 30-year warranty on the materials along with a 20-year warranty on labor. The new roof system will also have a higher wind rating than the original. The proposed roof replacement includes replacing the insulation that will double our thermal resistance value (R). Presently the roof has an R-value of around R-18 and the new insulation will be R-30. The membrane roof over the apparatus bay was upgraded to R-30 when it was replaced in 2020. The upgraded insulation will reduce energy consumption and costs.

An invitation to bid on the RFP was submitted to the Michigan Inter-Governmental Trade Network (MITN). Three companies attended the mandatory pre-bid meeting and submitted sealed bids to the City for contract consideration.

COMPANY NAME	BID AMOUNT
Royal Roofing Company Inc.	\$236,960
Butcher & Butcher	\$265,000
Schena Roofing & Sheet metal	\$305,200



After reviewing all bids, references, and company responsiveness, it is recommended to award the contract for the steel roof and insulation replacement to Royal Roofing Company Inc. for \$236,960 consistent with bid requirements and contractual stipulations. Royal Roofing also had the best presentation of materials used with supportive documentation.

**LEGAL REVIEW:**

The City attorney has reviewed the RFP and the attached contract.

**FISCAL IMPACT:**

This project was not budgeted in fiscal year 2022-2023, so a budget amendment would be needed for this project. There is \$150,992 available in the Capital Projects Fund that is left over after the HVAC improvement for Fire Station 1 which could be used to fund this project. The remaining amount of \$85,968 needed for this project would have to come from a transfer from the General Fund.

**PUBLIC COMMUNICATIONS:**

None required.

**SUMMARY:**

In summary, the Fire Department would like to replace the steel roof and insulation covering the living quarters and offices of Fire Station 1. The new roof will last at least 30-years and the insulation upgrade will help with energy consumption and costs.

**ATTACHMENTS:**

1. Steel roof contract and RFP
2. Royal Roofing Scope of Work
3. McELROY METAL roof system specs
4. Picture of existing roof deterioration

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the contract from Royal Roofing Company Inc. to replace the steel roof system at Fire Station 1 in the amount not to exceed \$236,960 from the Capital Projects Fund #403.0-346.0019-977.0000. In addition, to authorize the Mayor, City Clerk, City Manager, City Attorney, Finance Director, and Fire Chief to sign the contract on behalf of the City and further, to approve the appropriations and amendment to the General Fund and Capital Projects Fund budgets as follows:

General Fund

Revenues:

Draw from Fund Balance	101.0-000.000-400.0000	\$85,968
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Expenditures:

Transfers Out	101.0-999.000-955.4030	\$85,968
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Capital Projects Fund

Revenues:

Draw from Fund Balance	403.0-000.000-400.0000	\$150,992
Transfers In	403.0-346.001-699.0101	85,968
Total Revenues		<u>\$236,960</u>

Expenditures:

Buildings – Adams Fire Station	403.0-346.001-977.0000	\$236,960
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**REQUEST FOR PROPOSALS**  
**For Birmingham Fire Station 1 Metal Roof Replacement 2022**

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Sealed proposals endorsed **"Birmingham Fire Station 1 Metal Roof Replacement 2022"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until July 28, 2022 at 2:00 pm, after which time bids will be publicly opened and read at the Birmingham Fire Station 1 located at 572 South Adams Road, Birmingham, Michigan 48009 on July 28, 2022 at 2:30 pm.

**Bidders must attend a mandatory pre-bid meeting on July 18, 2022 at 10:00am at the Birmingham Fire Station 1 at 572 South Adams Road, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by July 15, 2022 at 3:00pm by contacting Assistant Fire Chief Matthew Bartalino at (248) 530-1902 or mbartalino@bhamgov.org.**

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to replace the sheet metal roof and HVAC screen enclosure cladding at the Birmingham Fire Station 1. This work must be performed as specified 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>, or at the City of Birmingham Fire Department, 572 South Adams Road, Birmingham, Michigan 48009, Attn: Assistant Chief Matthew Bartalino or by email at mbartalino@bhamgov.org.

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

<b>Submitted to MITN:</b>	July 8, 2022
<b>Mandatory Pre-Bid Meeting:</b>	July 18, 2022 at 10:00am 572 South Adams Road, Birmingham, Michigan 48009. Register by 3:00pm on July 15, 2022
<b>Deadline for Submissions:</b>	July 28, 2022 at 2:00pm
<b>Contact Person:</b>	Assistant Chief Matthew Bartalino 572 South Adams Road, Birmingham, Michigan 48009 Phone: 248-530-1902 Email: mbartalino@bhamgov.org



**REQUEST FOR PROPOSALS**  
**For Birmingham Fire Station 1 Metal Roof Replacement 2022**

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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 "Contractor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to replace the sheet metal roof and HVAC screen enclosure cladding and roof at the Birmingham Fire Station 1 located at 572 South Adams Road, Birmingham, Michigan 48009. This work must be performed as specified 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 August 2, 2022. An Agreement for services will be required with the selected Contractor. 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, capabilities and costs to replace the metal roof at Birmingham Fire Station 1.

## **MANDATORY PRE-BID MEETING**

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. The mandatory pre-bid meeting will be held on July 18, 2022 at 10:00am located at the Birmingham Fire Station 1, 572 South Adams Road Birmingham, Michigan 48009.

## **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than July 28, 2022 at 2:00pm to:

City of Birmingham  
Attn: City Clerk  
P.O. Box 3001, 151 Martin Street  
Birmingham, MI 48012-3001

Or in person at

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, **"Birmingham Fire Station 1 Metal Roof Replacement 2022"**. 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 Contractor'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: Assistant Chief Matthew Bartalino, (248) 530-1902, [mbartalino@bhamgov.org](mailto:mbartalino@bhamgov.org), 572 South Adams Road, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
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. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.

4. Overall Costs.
5. 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 Contractor if the successful Contractor 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 Contractors.
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 Contractor 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 Contractor 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 Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after completion of the work, invoice date, and acceptance by the City. 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 Contractor will not exceed the timelines established for the completion of this project without written permission from the City.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

#### **CONTRACTOR'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. Bidder's Agreement (Attachment B - p. 17)
  - b. Cost Proposal (Attachment C - p. 18)
  - c. Agreement (p. 9)

2. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
3. Provide two (2) client references from past projects using the same replacement products, include current phone numbers.
4. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
5. The Contractor will be responsible for getting the building permits at no cost to the Contractor.

#### **CITY RESPONSIBILITY**

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

#### **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19 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 Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor 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 17 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 Contractor 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 replacement of metal roof must be completed within 14 days once the work has begun excluding holidays, weekends and weather delays. The roof replacement must be completed by January 1, 2023 unless mutually agreed upon by the City.

The Contractor will not exceed the timelines established for the completion of this project unless mutually agreed upon in writing. Any delay for material delivery must have documentation of the ordered equipment provided to the City.



## **SCOPE OF WORK**

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

### **Metal Roof Replacement**

- Remove existing roof and insulation
  - Install rigid Polyiso board insulation or equivalent R 30 minimum
  - Install new roof with a matching roof in design and in color with a warranty not less than 30 years for materials and not less than 20 years for labor
  - Install new color match flashing, trim, etc.
  - Roofing material will be 24 gage steel and will have a double lock seam
  - Replace exterior cladding on the HVAC screen enclosure along with the roof sheeting that matches existing roof color
  - The South vertical interior enclosed portion of the HVAC screening area where the HVAC lines terminate, and cold air make up is located do not need siding replacement.
  - Provide two (2) client references from past projects using the same replacement products, include current phone numbers
  - The maximum wind speed coverage shall be peak gusts of 65 mph measured at 10 yards above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage
  - The contractor shall be responsible to perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site
  - Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system-and lists foremen who have received training from the manufacturer
  - Ensure surface of existing roof deck is dry prior to installing insulation
  - Comply with the manufacturer's instructions for the installation of the metal roofing system including proper substrate preparation, insulation fastener and plate installation, and weather restrictions
1. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
  2. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.
  3. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
    - a. A 30-year warranty on materials and 20-year labor.
  4. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

## **ATTACHMENT A - AGREEMENT**

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**AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND ROYAL ROOFING TO  
REPLACE THE HVAC SYSTEM AT BIRMINGHAM FIRE STATION 1**

**THIS AGREEMENT** is entered into this 4th day of August, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Royal Roofing Company Inc. (name of party) a Michigan Corporation, whose address is 2445 Brown Rd., Orion, Michigan 48359 (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires to replace the metal roof at the Birmingham Fire Station 1 located at 572 South Adams Road, Birmingham, Michigan 48009 and in connection therewith has requested proposals for replacement of the metal roof; and

**WHEREAS**, the Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the metal roof replacement.

**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 the replacement of the metal roof at Birmingham Fire Station 1 dated August 3, 2022, which includes the replacement of the metal roof, insulation, trim and flashing attached RFP 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 term of 4 months from the date stated above. 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 Contractor shall receive compensation for services up to the date the termination. The metal roof replacement shall be completed by January 1, 2023. The new roof shall have a minimum 30-year warranty on materials and a minimum 20-year warranty on labor. (Attached hereto as Attachment "B.")

**3. TERMS OF PAYMENT:** The Contractor will invoice for all labor supplied and work completed. In no event shall invoices be submitted more than 30 days after completion of services. Payment terms will be net 30 days unless otherwise specified by the City.

**4.** 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 the Contractor's acceptance of the terms of this Agreement.

**6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Contractor 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 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's 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) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. 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.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. 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.

F. 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.

G. 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: Assistant Chief Matthew Bartalino

Contractor: Royal Roofing Company Inc.  
2445 Brown Road  
Orion, MI 48359  
Attn: Craig Payne

**13. COVID:** The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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 48<sup>th</sup> 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.

**20. 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 July 28, 2022 to the City's Request for Proposals dated July 8, 2022. In the event of a conflict in any of the terms of this Agreement and the contractor (date of response) response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

**21. 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.

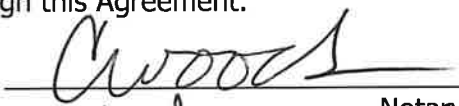
**IN WITNESS WHEREOF,** the parties hereto agree to be bound by the above terms and conditions, and the Contractor by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Royal Roofing (Contractor)

By:   
Craig Payne  
Its: Project Manager

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF OAKLAND    )

On this 4 day of August, 2023, before me personally appeared Craig Anthony Payne who acknowledged that with authority on behalf of Royal Roofing to do so he/she sign this Agreement.

  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My commission expires: Oct 16 2028

**CITY OF BIRMINGHAM:**

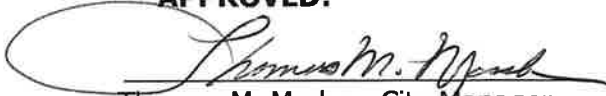
By: \_\_\_\_\_  
Therese Longe, Mayor


C. WOODS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 16, 2028  
ACTING IN COUNTY OF Oakland

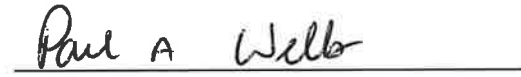


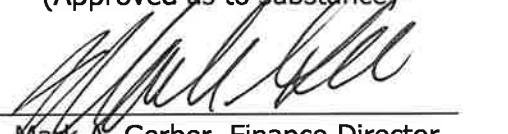
By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

  
Thomas M. Markus, City Manager  
(Approved as to substance)

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

  
Paul A. Wells, Fire Chief  
(Approved as to substance)

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

## **ATTACHMENT B - BIDDER'S AGREEMENT**

### **For Birmingham Fire Station 1 Metal Roof Replacement 2022**

---

In submitting this proposal, as herein described, the Contractor 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.

Craig Payne	07/28/2022
<b>BID PREPARED BY</b> (Print Name)	<b>DATE</b>
Project Manager	07/28/2022
<b>TITLE</b>	<b>DATE</b>
	cpayne@royal-roofing.com
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
Royal Roofing Company, Inc.	
<b>COMPANY</b>	
2445 Brown Rd., Orion, MI 48359	(248) 276-7663
<b>ADDRESS</b>	<b>PHONE</b>
N/A	
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
N/A	
<b>ADDRESS</b>	

## ATTACHMENT C - COST PROPOSAL

### For Birmingham Fire Station 1 Metal Roof Replacement 2022

**In order for the bid to be considered valid, this form must be completed in its entirety.** The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

**Attach technical specifications and scope of work for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 5)**

COST PROPOSAL	
ITEM	BID AMOUNT
Steel roof materials	\$ 88,650. <sup>00</sup>
Insulation materials	\$ 24,625. <sup>00</sup>
Steel roof and insulation installation labor / Demo	\$ 104,200. <sup>00</sup>
H1 - Temp UNDERLAYMENT	\$ 4,375. <sup>00</sup>
ROOF PROTECTION	\$ 10,460. <sup>00</sup>
	\$
ADDITIONAL BID ITEMS	
WEATHERTIGHTNESS WARRANTY	\$ 4,650. <sup>00</sup>
	\$
<b>GRANDTOTAL AMOUNT</b>	\$ 236,960. <sup>00</sup>

TWO HUNDRED THIRTY-SIX THOUSAND, NINE HUNDRED SIXTY.

Firm Name: ROYAL ROOFING COMPANY, INC.

Authorized signature: \_\_\_\_\_



Date: 07/28/2022



**JULY 28, 2022**

**TO: CITY OF BIRMINGHAM**

**ATTN: CITY CLERK / FIRE CHIEF PAUL WELLS**

**RE: FIRE STATION 1 METAL ROOF REPLACEMENT 2022**

The following is a list of materials and methods of applications that we propose to install on this project.

**SCOPE OF WORK**

- A) Remove existing Standing Seam Metal Roof and Rigid Insulation down to existing Metal Deck. Remove existing Screen Wall Panels at HVAC Enclosure.**
- B) Provide and Install R-30 Rigid Polyiso Insulation over metal deck.**
- C) Provide and Install Self-Adhering High Temp Ice & Water Underlayment over entire roof surface.**
- D) Provide and Install 18" Wide, McElroy Maxima 1.5" Roof Panels, Mechanically Seamed, Double Lock, 24 Gauge, Flat Pan, Kynar5000/Hylar 5000 Finish, Color: "Colonial Red".**
- E) Shop Fabricate and Install 24 Gauge Metal Fascia, Trims, Flashing, Drip, Eave, Head, Rake, and Closure Metal for Complete Roof System.**
- F) Provide and Install matching Screen Wall Panels at HVAC Enclosure.**
- G) Provide and Install Rake Flashings with Reglet cut into existing coping if needed due to new height restraints.**
- H) Manufacture Generated Shop Drawings. All details to be installed per Manufacturers Standards.**
- I) McElroy Special 20 Year Weathertightness Warranty on Standing Seam Roofing.**
- J) McElroy 30 Year Finish Warranty by Manufacture.**

**BASE BID: \$236,960.00**

**EXCLUDE:**

- Gutters & Downspouts, Snow Guards.
- Metal Deck Replacement if unsatisfactory deck is found at time of Insulation Removal.
- Design Delegation, Stamped/Sealed Drawings, Bonds

**CLARIFICATIONS / NOTES:**

- Royal Roofing will acquire Building Permit at No Cost to Royal Roofing.
- The South Vertical Interior portion of the HVAC screening area where the HVAC lines terminate, and cold air make up is located do NOT need siding replacement.
- Duration of project to be approximately 4 weeks. Project will be manned by 3-6 crew members typically. Project will be kept watertight at all times.
- Project Start date dependent on Material Procurement and as agreed upon with Fire Chief and/or Assistant Fire Chief. Projection Completion by Jan 1, 2023.

Should you require any additional information, contact me at (248) 276-7663 or [cpayne@royal-roofing.com](mailto:cpayne@royal-roofing.com).

Thank you,

Craig Payne

Project Manager

Royal Roofing Co., Inc.

**2445 Brown Road ~ Orion, Michigan 48359**

**Ph: 248-276-7663 ~ Fx: 248-276-9170**





# MAXIMA





# MAXIMA

## Standing Seam Roof System



### UNPARALLELED PERFORMANCE

McElroy Metal's family of vertical leg standing seam systems offers specifiers and contractors two distinct products:

#### MAXIMA and MAXIMA ADV

With unprecedented versatility and design flexibility, McElroy Metal's Maxima systems are an ideal choice for any project requiring a blend of strength, aesthetics, and variety of options including:

- 1.5", 2", and 3" Tall Seams
- Widths from 12" - 24"
- 90° and 180° Seaming Options
- Available Flat or Curved
- Panel Configurations Composed of Striated, Ribbed or Flat Pan.

### MECHANICALLY SEAMED

Utilizing electric seamers, McElroy's Maxima standing seam roofing products are mechanically seamed on the jobsite. The end result is an aesthetically pleasing roof system with excellent load and wind resistance capabilities. To rent a seamer to install Maxima panel systems, please visit:

[www.mcelroyseamers.com](http://www.mcelroyseamers.com)

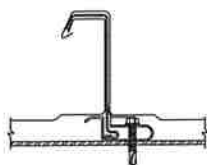


MECHANICAL SEAMER

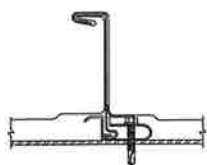


### Seaming Details

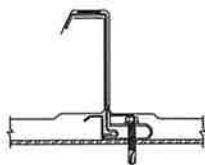
MAXIMA  
BEFORE SEAMING



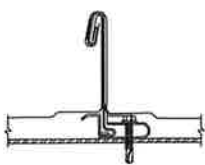
MAXIMA  
90° FOLD



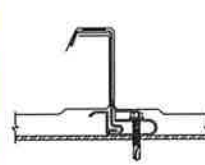
MAXIMA ADV  
BEFORE SEAMING



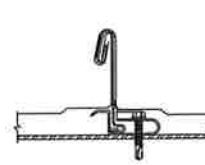
MAXIMA ADV  
180° FOLD



MAXIMA 1.5  
BEFORE SEAMING



MAXIMA 1.5  
180° FOLD







# MAXIMA

## Standing Seam Roof System

### MAXIMA CURVED

For enhanced architectural styling, Maxima ADV and Maxima 1.5 panels are also available curved. To improve accuracy and customer satisfaction, Maxima curved panels are fabricated to the required radius on the job site by a McElroy Metal factory representative. Modified Maxima seamers are required for curved panels.

Sealant is field applied on curved applications.



#### MAXIMA ADV - For Curved Applications

- Panel Height/Width: 2:12, 2:16, 2:18.
- Minimum Radius: 25' for 22/24 GA. Steel
- 180 ° Seam Required

#### MAXIMA 1.5" - For Curved Applications

- Panel Height/Width: 1.5:12, 1.5:16, 1.5:18.
- Minimum Radius: 12' for 22/24 GA. Steel
- 180 ° Seam Required

### PANEL OPTIONS

MAXIMA PROFILES	WIDTH	PAN CONDITIONS		FACTORY NOTCHING		SEAM	
	WIDTH IN INCHES	SINGLE PENCIL RIB STRIATED	DOUBLE PENCIL RIB MINOR RIBS	FLAT PAN CURVED	LAP	EAVE	180 DEGREE SEAM
MAXIMA 1.5" SHOWN AS STRIATED	12	■	■	■	■	■	■
MAXIMA 1.5" SHOWN AS STRIATED	16, 18	■		■	■	■	■
MAXIMA 2" SHOWN AS FLAT PAN (OPT.) (SINGLE PENCIL RIB AVAILABLE IN 12" ONLY)	12	■	■	■	■	■	■
MAXIMA 2" SHOWN AS BEAD (PENCIL) RIB (OPT.)	16, 18	■		■	■	■	■
MAXIMA ADV 2" SHOWN AS STRIATED	12	■	■	■	■	■	■
MAXIMA ADV 2" SHOWN AS STRIATED	16, 18	■		■	■	■	■
MAXIMA 3" SHOWN AS MINOR RIB (STD.) (18" PANEL ONLY AVAILABLE WITH ONE MINOR RIB)	18, 24	■	■			■	■

### FACTORY NOTCHING

For enhanced aesthetics and improved installation efficiency, Maxima panels are available with factory fabricated notching. Notching enables installers to bend the panel ends and eliminate unsightly fasteners along the building eave. And, factory notching eliminates the need for cumbersome and error-prone hand-notching on the job site. Lap notching also available.

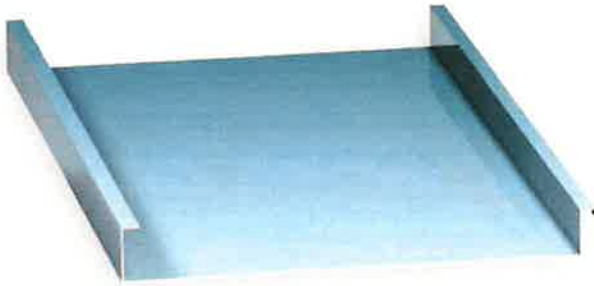


Note: Maxima 2" and 3" panels feature a return leg on both the male and female seams. These return legs help create greater strength and uplift capabilities. Maxima 1.5" and ADV do not have the return legs, which enables the panels to be curved as well as seamed to 180 degrees. Maxima ADV is also available without shoulders.

Quality . . . Service . . . Performance

5G

## Standing Seam Roof System



### MAXIMA DETAILS:

- Mechanically Seamed Profile
- Factory Applied Sealant (on Non-Curved Panels Only)
- Coating : Kynar 500®
- 1:12 Minimum slope for 1.5"
- 1/2:12 Minimum slope for 2"
- 1/4:12 Minimum slope for 3"
- Can be installed over solid deck or open framing
- Maxima 2" and ADV also available jobsite formed for longer lengths
- Patented clip provides 3 1/8" of roof panel thermal movement

### MAXIMA TESTING DATA :

- Class A - Fire Rating
- UL 580 Class 90 - Uplift Test
- FM 4471 (1-90 Rated) - Uplift Test (2" Only)
- ASTM E1592 - Uplift Test (1.5" (16" only), 2", and 3")
- ASTM E 1680 - Air Infiltration (2" & 3")
- ASTM E1646 - Water Infiltration (2" & 3")
- UL 2218 - Class 4 Impact Resistance
- Florida State Approval: 1747.3 (2" & 3"), 1832.4 (2" & 3")
- UL 263 Fire Resistance (2" & 3")
- Miami-Dade Approved (216 Only) NOA 11-1228.02 & 12-0831.02
- All Testing Conducted with Galvalume® Substrate

### MAXIMA ADV & 1.5" TESTING DATA:

- Class A - Fire Rating
- ASTM E1592
- UL 580 Class 90 - Uplift Test
- Florida State Approval: 1747.4 (ADV) 8051.2 (1.5")
- ASTM E1680 - Air Infiltration
- ASTM E1646 - Water Infiltration
- UL 2218 Class 4 Impact Resistance
- UL 263 Fire Resistance
- All Testing Conducted with Galvalume® Substrate

Panel	Seam Height	Panel Width	Seam Bend	Radius Capability	ASTM E1646	ASTM E1680	ASTM E1592	UL 580 Class 90	FM	Surface Options	Steel Substrate	Aluminum Substrate
Maxima 2:12	2"	12"	90°	No	✓	✓		✓	✓	Striated, Bead, Flat Pan	22, 24, Ga.	.032
Maxima 2:16	2"	16"	90°	No	✓	✓	✓	✓	✓	Striated, Bead, Flat Pan	22, 24, Ga.	.032
Maxima 2:18	2"	18"	90°	No	✓	✓	✓	✓	✓	Striated, Bead, Flat Pan	22, 24, Ga.	.032
Maxima 3:18	3"	18"	90°	No	✓	✓	✓	✓	✓	Minor Ribbed	22, 24, Ga.	.032
Maxima 3:24	3"	24"	90°	No	✓	✓	✓	✓		Minor Ribbed	22, 24, Ga.	.032
Maxima ADV 2:16	2"	16"	180°	25' Min. for Steel 20' Min. for Alum.	✓	✓	✓	✓		Striated, Bead, Flat Pan	22, 24, Ga.	.032
Maxima ADV 2:18	2"	18"	180°	25' Min. for Steel 20' Min. for Alum.	✓	✓	✓	✓		Striated, Bead, Flat Pan	22, 24, Ga.	.032
Maxima 1.5	1.5"	16"	180°	12' Min. for Steel 10' Min. for Alum.	✓	✓	✓	✓		Striated, Flat Pan	22, 24, Ga.	.032

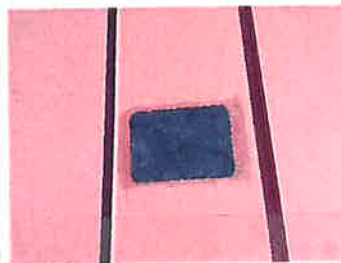
Note: Oil canning is a natural occurrence in metal panels and is not a cause for panel rejection. Striated surface recommended to reduce appearance of oil canning.



For more information:  
**800-562-3576**

CORPORATE OFFICE • 1500 HAMILTON RD. • BOSSIER CITY, LA 71111







## MEMORANDUM

IT Department

**DATE:** 08/15/2022

**TO:** Tom Markus, City Manager

**FROM:** Eric Brunk, IT Manager

**SUBJECT:** Monitor Purchase – Fire Dept.

---

**Introduction:**

The current large screen monitor in the Fire Station one training room is in need of replacement, and the fire department would like to install comparable equipment in Fire Station Two for remote training opportunities.

**Background:**

The Large screen classroom touchscreen monitor located in the Fire Station One Training room is antiquated and in need of replacement. It is no longer under warranty and that model is no longer being sold or supported.

During 2022-23 the budgeting process, the Fire Department requested that money be budgeted for a replacement unit for Station One and for an additional unit to be purchased for Fire Station Two to facilitate remote training so that staff stationed at Station two did not have to come to Station One to join in on training opportunities.

**Legal Review:**

The Purchase documents have been sent to the city attorney for review. Although not in our format because it's part of the state cooperative purchasing program they will be allowed.

**Fiscal Impact:**

The purchase is pre-bid under Michigan Master Computing – MIDEAL cooperative purchasing agreement. Total expense for the replacement and new purchase is \$19,884.10 and there are funds reserved in the machinery and equipment fund account # 636.0-228.000-971.0100 to cover this expense.

**Summary:**

The IT department would like authorization to purchase the replacement monitor for Fire Station One and the additional monitor for Fire Station Two from CDWG with a total cost of \$19884.10.

**Attachments:**

The quote from CDWG and their sales terms and conditions agreement.

**Suggested Action:**

To make a motion adopting a resolution to approve the purchase of the replacement monitor for Fire Station One and the additional monitor for Fire Station Two from CDWG with a total cost of \$19884.10. Funds are available in the machinery and equipment fund account # 636.0-228.000-971.0100

# QUOTE CONFIRMATION



DEAR ERIC BRUNK,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.  
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MWVZ042	8/3/2022	MWVV268	5969901	\$19,884.10

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Newline 75" 4K UHD LED Multi-Touch Display</a> Mfg. Part#: TT-7521Q Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	6774543	\$4,107.73	\$4,107.73
<a href="#">Newline TT-9821Q Q Series - 98" LED-backlit LCD display - 4K - for interact</a> Mfg. Part#: TT-9821Q Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	6885399	\$14,984.41	\$14,984.41
<a href="#">Newline Wall Mount Stand for 650 700 750 800 860 X5 X7</a> Mfg. Part#: EPR8A50600-000 Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	5147467	\$236.55	\$236.55
<a href="#">Newline 980 - bracket - motorized - for interactive flat panel</a> Mfg. Part#: EPR8A50980-000 Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	5147468	\$331.55	\$331.55

PURCHASER BILLING INFO	SUBTOTAL	\$19,660.24
<b>Billing Address:</b> CITY OF BIRMINGHAM ACCOUNTS PAYABLE 151 MARTIN ST PO BOX 3001 BIRMINGHAM, MI 48009-3368 <b>Phone:</b> (248) 530-1850 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	SHIPPING	\$223.86
	SALES TAX	\$0.00
	GRAND TOTAL	\$19,884.10
DELIVER TO	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> CITY OF BIRMINGHAM ERIC BRUNK 151 MARTIN ST BIRMINGHAM, MI 48009-3368 <b>Phone:</b> (248) 530-1885 <b>Shipping Method:</b> DROP SHIP-COMMON CARRIER		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Ryan Marron


(877) 219-8208

ryamarr@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

 **Shipping Delays:** Due to global supply chain constraints, delivery on some items may be delayed. [Learn More](#)



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## TERMS AND CONDITIONS

# SALES AND SERVICE PROJECTS

### PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

### Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

### Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

## Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

## Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

## Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its

Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

## Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

## Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

## Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time



but currently includes Cuba, Iran, Sudan and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

## Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN



CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

## Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

## Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

## Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

## Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to

use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

## Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

## Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: [Return Policy](#). Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at [Customer Relations](#) to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

## Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date

of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

## Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at <https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html>

## Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.** Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.**

## Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "**Process**," "**Processed**," or "**Processing**") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("**Personal Data**"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("**CCPA**"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("**Privacy Laws**"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable

law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("EEA") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("**Security Breach**"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer’s written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, “Reimbursed Party”) against any and all losses costs, or expenses of whatever kind, including professional fees and attorney’s fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer’s violation of any Privacy Laws in connection with this Agreement.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer’s consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 12-27-2019

Related Links

- [Site Use](#)
- [Privacy Policy](#)
- [Product Recalls](#)
- [Site Accessibility](#)
- [Site Map](#)

WE GET GETTING RESULTS

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

What We Solve  
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Products

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## MEMORANDUM

Department of Public Services

**DATE:** July 21, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Lauren Wood, Director of Public Services  
Mike Bernal, Public Services Manager

**SUBJECT:** Vehicle 511 Replacement

**INTRODUCTION:** Due to age and condition, the Department of Public Services recommends the replacement of the 2008 Chevy Impala. The current mileage is 75,949. This vehicle is utilized by the Public Safety Department for various assignments.

Public Safety has requested a 2023 Chevrolet Traverse AWD LS SUV from Berger Chevrolet Inc. in Grand Rapids under the State of Michigan MiDeal pricing.

**BACKGROUND:**

Vehicle #511 is identified for replacement and listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2022-2023 budget. It qualifies for replacement as illustrated by the assessment below.

**#511 – 2008 Chevy Impala**

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	14
Miles/Hours	1 point each 10,000 miles of usage	7
Type of Service	Type 5 – Police, Fire, and Rescue Services	5
Reliability	Level 2 – In shop one time within three month period, one breakdown within same period	2
M & R Costs	Level 4 – Maintenance costs are 61-80% of replacement cost	4
Condition	Level 4 – Poor paint and body condition, rust, bad interior	3
<b>Total points 28+, poor, needs priority replacement</b>		<b>35</b>

This vehicle qualifies under the replacement guidelines for “Needs priority replacement.” The Department of Public Services recommends replacing this vehicle with a 2023 Chevrolet Traverse AWD LS SUV from Berger Chevrolet Inc. in Grand Rapids under the State of Michigan MiDeal pricing through

the State of Michigan MIDEAL extendable purchasing contract #071B7700184. Once ordered, the lead-time is uncertain and possibly delayed due to the chip shortages.

**LEGAL REVIEW:**

This purchase has been reviewed and approved by the City Attorney.

**FISCAL IMPACT:**

Funds for this purchase, totaling \$29,916.00, are available in the Auto Equipment Fund, account #641.0-441.006-971.0100.

**PUBLIC COMMUNICATIONS:**

This does not apply to this purchase.

**SUMMARY:**

Based on age and condition, the Department of Public Services recommends the replacement of vehicle #511 with a 2023 Chevrolet Traverse AWD LS. Upon receipt of the replacement vehicle, the old vehicle will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

**ATTACHMENTS:**

Attached to this report is the agreement, the vendor quote including specifications and warranty info.

**SUGGESTED COMMISSION ACTION:**

To make a motion adopting a resolution to purchase one (1) 2023 Chevrolet Traverse AWD LS SUV, form Berger Chevrolet Inc., located at 2525 28<sup>th</sup> Street S.E., Grand Rapids, MI, 49512, under the State of Michigan MiDeal extendable purchasing contract #071B7700184, in the amount not to exceed \$29,916.00. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006-971.0100



**AGREEMENT FOR VEHICLE PURCHASE BETWEEN THE CITY OF BIRMINGHAM AND  
BERGER CHEVRLOET INC.**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Berger Chevrolet a Michigan Corporation, whose address is 2525 28<sup>th</sup> Street S.E., Grand Rapids, MI 49512, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires to purchase a 2023 Chevrolet Traverse AWD LS through a governmental cooperative purchasing agreement; and

**WHEREAS**, Vendor has qualifications that meet the project requirements and has provided a response and cost proposal.

**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 Vendor's Bid Per Enclosed Specifications 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"). In the event of a conflict in any terms of this Agreement and the Vendor's Sale of New Vehicles, the terms of this Agreement shall prevail.

**2. TERM:** This Agreement shall have no term as it is an outright sale

**3. TERMS OF PAYMENT:** The Vendor will invoice the City for the sale. 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.** The Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

**5. INSURANCE SUBMISSION REQUIREMENTS:** The Vendor 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 Vendor 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 Vendor's acceptance of the terms of this Agreement.

**6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Vendor 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor 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 Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

**7. INDEPENDENT VENDOR:** The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor's role in providing equipment to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 Vendor 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:** Vendor agrees to fully and faithfully carry out the duties 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 Vendor is subject, Vendor 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. INDEMNIFICATION:** To the fullest extent permitted by law, the Vendor and any entity or person for whom the Vendor 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 Vendor 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.

**10. STANDARD INSURANCE REQUIREMENTS:**

The Vendor 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: Vendor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers 4 Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Vendor 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: The Vendor 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 Vendor; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. \*Motor Vehicle Liability: Vendor 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.

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. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Vendor will provide services that are customarily subject to this type of coverage.

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

H. Proof of Insurance Coverage: Vendor 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.

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

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



- I. **Maintaining Insurance:** Upon failure of the Vendor 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.

**11. 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: Mike Bernal

Vendor: Berger Chevrolet Inc.  
2525 28<sup>th</sup> Street S.E.  
Grand Rapids, MI 49512  
Attn: Robert Evans

**12. COVID:** The Vendor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Vendor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Vendor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the is unable to comply, this violation of safety protocols will constitute a breach of contract by the Vendor.

**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 Vendor 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 Vendor 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 Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor 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 Vendor 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 GOVERNMENTAL COOPERATIVE PURCHASING ARRANGEMENT:** The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated May 3, 2022, to the governmental cooperative purchasing arrangement. In the event of a conflict in any of the terms of this Agreement and the Vendor's response, dated May 3, 2022, the terms of this Agreement shall prevail.

**IN WITNESS WHEREOF,** the parties hereto agree to be bound by the above terms and conditions, and Vendor, 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.

**BERGER-CHEVROLET INC.**

By: [Signature]

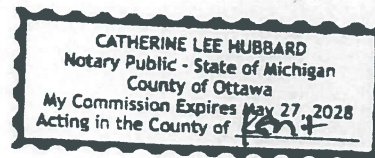
Its: Fleet Sales Mgr

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF OAKLAND)

On this 29 day of July, 2022, before me personally appeared Robert M. Evans, who acknowledged that with authority on behalf of City of Birmingham to do so he/she signed this Agreement.

Catherine Lee Hubbard

Notary Public  
Ottawa County, Michigan  
Acting in Kent County, Michigan  
My commission expires: 5/27/28





**CITY OF BIRMINGHAM:**


By: \_\_\_\_\_  
Therese Longe, Mayor

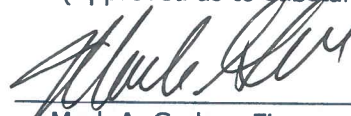
By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

  
Thomas M. Markus, City Manager  
(Approved as to substance)

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

  
Lauren Wood, Director of Public Services  
(Approved as to substance)

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

# ATTACHMENT A

## BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$29,916.00

Vehicle Description:

Number of units 1

Year 2023

Make Chevrolet

Total Bid Amount \$29,916.00

Model Traverse AWD LS

Vendor:

Berger Chevrolet Inc.

Bid Prepared For :

City of Birmingham

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Price includes title fee and delivery.

Fax (616) 988-9178

Signature Robert Evans

Printed Signature Robert M. Evans

Date 5/3/2022





## Berger Chevrolet

Robert Evans | 6165759629 | bevans@bergerchevy.com

Birmingham 2022 Chevrolet Traverse (1NV56) AWD 4dr LS (✓ Complete)

### Selected Model and Options

#### MODEL

CODE	MODEL
1NV56	2022 Chevrolet Traverse AWD 4dr LS w/1LS

#### COLORS

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

#### OPTIONS

CODE	DESCRIPTION
00Y	Not Equipped with Rear Park Assist, see dealer for details (When (PQB) Safety Package is ordered, vehicles built prior to December 20, 2021 include Rear Park Assist. Certain vehicles built on or after December 20, 2021, will be forced to include (00Y) Not Equipped with Rear Park Assist, which removes Rear Park Assist. See the window label for the features on a specific vehicle.) *CREDIT*
1LS	LS Preferred Equipment Group Includes Standard Equipment
AR9	Seats, front bucket (STD)
DWK	Mirrors, outside heated, power-adjustable manual-folding, body-color, with turn signal indicators (Included and only available with (UKC) Lane Change Alert with Side Blind Zone Alert.)
FE9	Emissions, Federal requirements
GAN	Silver Ice Metallic (Available with (WBL) Redline Edition.)
HKA	Jet Black/Chai, Premium cloth seat trim (Required when (WJU) Midnight/Sport Edition is ordered.)
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)
LFY	Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)
M3V	Transmission, 9-speed automatic (STD)
PDH	LPO, Interior Protection Package includes (VAV) first and second row all-weather floor mats, LPO, (VKN) third row all-weather floor mats, LPO and (VLI) all-weather cargo mat (Not available with (PDU) Premium Carpet Mat Package, LPO or (PDF) Floor Liner Package, LPO.
PQB	Safety Package includes (UD7) Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert, and (UFG) Rear Cross Traffic Alert (Late availability. Vehicles built prior to December 20, 2021 include Rear Park Assist. Certain vehicles built on or after December 20, 2021, will be forced to include (00Y) Not Equipped with Rear Park Assist, which removes Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle.)
PXJ	Wheels, 18" (45.7 cm) Bright Silver painted aluminum (STD)

IP At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
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May 3, 2022

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## Berger Chevrolet

Robert Evans | 6165759629 | bevans@bergerchevy.com

Birmingham 2022 Chevrolet Traverse (1NV56) AWD 4dr LS (✔ Complete)

### OPTIONS

CODE	DESCRIPTION
------	-------------

Q05	Tires, P255/65R18 all-season blackwall (STD)
UD7	Rear Park Assist with audible warning (Included and only available with (PQB) Safety Package. Vehicles built prior to December 20, 2021 include Rear Park Assist. Certain vehicles built on or after December 20, 2021, will be forced to include (00Y) Not Equipped with Rear Park Assist, which removes Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle.)
UFG	Rear Cross Traffic Alert (Included and only available with (PQB) Safety Package.)
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (PQB) Safety Package.)
VAV	LPO, All-weather floor mats, first and second row (Included and only available with (PDH) Interior Protection Package, LPO.)
VKN	LPO, All-weather floor mats, third row (Included and only available with (PDH) Interior Protection Package, LPO.)
VLI	LPO, All-weather cargo mat (Included and only available with (PDH) Interior Protection Package, LPO.)

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#### Options Total

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May 3, 2022

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## Berger Chevrolet

Robert Evans | 6165759629 | bevans@bergerchevy.com

Birmingham 2022 Chevrolet Traverse (1NV56) AWD 4dr LS (✔ Complete)

### Standard Equipment

#### Package

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

#### Mechanical

Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)  
Transmission, 9-speed automatic (STD)  
E10 Fuel capable  
Engine control, stop-start system  
Engine control, stop-start system override  
Driver Mode Selector  
Axle, 3.49 final drive ratio  
Chassis, All-Wheel Drive System (Requires AWD models.)  
Battery, heavy-duty 600 cold-cranking amps  
Alternator, 170 amps  
GVWR, 6160 lbs. (2800 kg)  
Suspension, Ride and Handling  
Steering, power  
Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear  
Electric Parking Brake  
Capless fuel fill  
Exhaust, dual-outlet with circular bright tips  
Tool kit, road emergency

#### Exterior

Wheels, 18" (45.7 cm) Bright Silver painted aluminum (STD)  
Tires, P255/65R18 all-season blackwall (STD)  
Wheel, spare, 18" (45.7 cm) steel  
Tire, compact spare, T135/70R18, blackwall  
Active Aero Shutters, upper and lower  
Moldings, Black bodyside

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Data Version: 16394. Data Updated: May 3, 2022 12:20:00 AM PDT.



## Berger Chevrolet

Robert Evans | 6165759629 | bevans@bergerchevy.com

Birmingham 2022 Chevrolet Traverse (1NV56) AWD 4dr LS (✔ Complete)

### Exterior

Headlamps, LED  
IntelliBeam, auto high beam control  
Headlamps, automatic on/off  
Taillamps, LED  
Mirrors, outside heated power-adjustable, Black, manual-folding  
Glass, deep-tinted  
Wipers, front intermittent with washers  
Wiper, rear intermittent with washer  
Door handles, body-color  
Liftgate, rear manual

### Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)

Audio system feature, 6-speaker system

SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at [www.siriusxm.com](http://www.siriusxm.com) for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Wi-Fi Hotspot capable (Terms and limitations apply. See [onstar.com](http://onstar.com) or dealer for details.)

Wireless Apple CarPlay/Wireless Android Auto

Active Noise Cancellation

### Interior

Seating, 8-passenger (2-3-3 seating configuration)

Seats, front bucket (STD)

Seat trim, premium cloth

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 2-way manual

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## Berger Chevrolet

Robert Evans | 6165759629 | bevans@bergerchevy.com

### Birmingham 2022 Chevrolet Traverse (1NV56) AWD 4dr LS (✔ Complete)

#### Interior

Seats, third row 60/40 split-bench, manual-folding  
Head restraints, front, 2-way adjustable  
Head restraints, second and third row outboard, 2-way manual-folding  
Console, front center with 2 cup holders, covered storage bin with storage and removable tray  
Floor mats, color-keyed all rows (Deleted when LPO floor mats or LPO floor liners are ordered.)  
Steering wheel, urethane  
Steering column, tilt  
Steering wheel controls, mounted controls for audio, phone and cruise  
Display, 3.5" driver instrument information, monochromatic  
Compass display, digital  
Windows, power with driver Express Up/Down and front passenger Express-Down  
Door locks, power programmable with lockout protection  
Keyless Open includes extended range Remote Keyless Entry with lock/unlock feature  
Keyless Start  
Vehicle health management  
Cruise control, electronic with set and resume speed  
Remote panic alarm  
Theft-deterrent system, electrical, unauthorized entry  
USB ports 2 first row, 2 second row, 2 third row  
Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants  
Sensor, humidity and windshield temperature  
Defogger, rear-window electric  
Heater ducts, 2nd row  
Cup holders, 10 total  
Umbrella holders, driver and front passenger doors  
Mirror, inside rearview manual day/night  
Visors, driver and passenger illuminated vanity mirrors, covered  
Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate-activated switches and illuminated entry and exit feature

<sup>IP</sup> At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version. 16394. Data Updated: May 3, 2022 12:20:00 AM PDT.





## Berger Chevrolet

Robert Evans | 6165759629 | bevens@bergerchevy.com

### Birmingham 2022 Chevrolet Traverse (1NV56) AWD 4dr LS (👉 Complete)

#### Interior

Cargo storage, bin under rear floor

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

#### Safety-Mechanical

StabiliTrak, stability control system with traction control

#### Safety-Exterior

Daytime Running Lamps, LED

#### Safety-Interior

Airbags, dual-stage frontal and side-impact for driver and front passenger, driver inboard seat-mounted side-impact and roof-rail side-impact for all rows in outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Automatic Emergency Braking

Front Pedestrian Braking

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

Door locks, rear child security

Rear Seat Reminder

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, includes Tire Fill Alert (Does not monitor spare.)

Horn, dual-note

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Data Version: 16394. Data Updated: May 3, 2022 12:20:00 AM PDT.



## Berger Chevrolet

Robert Evans | 6165759629 | bevans@bergerchevy.com

Birmingham 2022 Chevrolet Traverse (1NV56) AWD 4dr LS (✔ Complete)

### WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

**IP** At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 16394. Data Updated: May 3, 2022 12:20:00 AM PDT.

May 3, 2022

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## **MEMORANDUM**

**DATE:** August 8, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Lauren Wood, Director of Public Services  
Mike Bernal, Public Services Manager

**SUBJECT:** DPS Operations Emergency Concrete Breaker

---

### **INTRODUCTION:**

DPS Street, Sewer, Water operations utilizes a breaker during water main repairs and other underground tasks which are performed throughout the City. The breaker frequently malfunctions and is in need of replacement.

### **BACKGROUND:**

The breaker currently being utilized was purchased in 1986. It is used to break concrete and asphalt during underground work. Due to its age and condition, it frequently malfunctions during use. DPS recommends immediate replacement of this equipment as it is critical to the operations.

### **LEGAL REVIEW:**

Legal counsel has reviewed the purchase of this item and concurs with the City Manager's authorization to proceed with an emergency purchase allowable under Sec. 2-286 of the City Code.

### **FISCAL IMPACT:**

Although three (3) quotes have been provided, the specifications of each piece differs. DPS has opted to select the middle quote as the equipment specifications better match the departmental needs. AIS Construction Equipment has provided a quote for the purchase of a new NPK Model PH3 breaker. Lead-time for this purchase is approximately thirty days.

The estimated cost of this purchase is \$12,380.50. Funds are available in the Auto Equipment Fund account #641.0-441.006-971.0100.

### **PUBLIC COMMUNICATIONS:**

This purchase does not require public communication.



**SUMMARY:**

The Department of Public Services requests City Commission confirmation of the City Manager's authorization to proceed with the emergency purchase of the breaker. Upon delivery of the new breaker, the old breaker will be listed and sold as-is on the Michigan Governmental Trade Network (MITN) public auction.

**ATTACHMENTS:**

There are no attachments with this report.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to confirm the City Manager's authorization for the emergency expenditure related to the purchase of a new breaker. AIS Construction Equipment Corp., which is located at 56555 Pontiac Trail, New Hudson, MI 48165, will provide a new breaker for the amount of \$12,380.50. The funds for the purchase will be charged to the Auto Equipment account #641.0-441.006-971.0100.



## MEMORANDUM

Department of Public Services

**DATE:** August 3, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Carrie A. Laird, Parks and Recreation Manager

**APPROVED:** Lauren A. Wood, Director of Public Services

**SUBJECT:** Benches and Receptacles Purchase

---

### INTRODUCTION:

The City currently uses a sole source vendor, Dumor Site Furnishings, sold through Penchura LLC for the purchase of site furnishings downtown, including litter receptacles and city benches, in select parks and for our Recognition Program. This is the result of previous reviews and evaluations of other providers to supply the City of Birmingham with equipment in the approved "Birmingham Green" color, style and custom lettering. Penchura, LLC is the only vendor that can provide the approved style and color from Dumor and considered sole source. Therefore, no competitive bids were obtained for this purchase.

### BACKGROUND:

In order to continue providing standardized equipment throughout downtown and City Parks, the Department of Public Services recommends the purchase of eleven (11) Dumor Steel Benches, five (5) recycled plastic park benches and five (5) trash receptacles, for a total amount of \$39,820, from Penchura, LLC. This purchase will be used to supplement trash receptacles in our newly beautified downtown and replenish our inventory of site furnishings and recognition program benches.

### LEGAL REVIEW:

The City Attorney has reviewed the purchase agreement and has no concerns with form or content.

### FISCAL IMPACT:

The City purchased inventory from this vendor in 2020. At that time, the cost per bench was \$1558 per bench, and \$1350 per litter receptacle. Benches on 2022 this order are "plaque-ready" design built with an insert area for the plaque for the City's recognition program. Pricing in 2022 is \$1795 for the steel bench, and \$1755 for the litter receptacle. This purchase also includes recycled plastic benches for select parks that are plaque ready.

This total purchase amount of \$39,820 for benches and receptacles includes freight, custom lettering and the custom color green. This project was included in the 2021-2022 approved budget, and therefore requires a budget amendment for the Parks Operating Supplies account.

**PUBLIC COMMUNICATIONS:**

Does not apply for this purchase.

**SUMMARY:**

In order to continue providing standardized equipment and furnishing throughout downtown and City Parks, the Department of Public Services recommends the purchase of eleven (11) Dumor Steel Benches, five (5) litter receptacles, and five (5) recycled plastic park benches for a total amount of \$39,820, from our sole source vendor, Penchura, LLC. This purchase will be used to supplement site furnishings in our newly beautified downtown and supplement our inventory for recognition program furnishings.

**ATTACHMENTS:**

Attachment A- Agreement with Penchura including proposal, warranty and certificate of insurance  
Attachment B- Iran Sanctions Act Vendor Certification Form

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the purchase of eleven (11) Dumor benches, five (5) litter receptacles, and five (5) recycled plastic park benches for a total purchase price of \$39,820.00 from the sole source vendor, Penchura, LLC and charge the purchase to account # 101.0-751.000-729.0000.

Further, to approve and amend the General Fund budget as follows:

General Fund

Revenues

Draw from Fund Balance	101.0-000.000-400.0000	\$39,820
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Expenditures

Parks Operating Supplies	101.0-751.000-729.0000	\$39,820
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**AGREEMENT  
BETWEEN THE CITY OF BIRMINGHAM  
AND PENCHURA, L.L.C**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **Penchura, L.L.C.**, whose address is 889 S. Old US 23, Brighton, MI 48114 (hereafter referred to as "Vendor") and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires to purchase litter receptacles, Birmingham custom streetscape steel benches, and recycled park benches as more fully described in Attachment "A"; and

**WHEREAS**, Vendor has qualifications that meet the project requirements including the sole source supplier of the City's custom color and lettering for the streetscape benches and litter receptacles and recycled park benches and has provided a cost proposal to provide the City with benches and trash receptacles as more fully described in Attachment.

**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 Vendor's proposal dated 5/16/2022 shall be incorporated herein by reference, except as stricken by mutual agreement, and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this Agreement and the Vendor's proposal dated 5/16/2022, the terms of this Agreement shall prevail.

**2. WARRANTY:** This Agreement shall have a warranty for term described in Attachment A from the date stated above. Limited twenty year warranty against structural failure of all steel bench frames or complete steel bench assemblies and litter receptacle frames is applicable to this purchase. Limited ten-year warranty against structural failure of recycled plastic benches and further warrantied not to degrade, split, crack or splinter for the ten year term is also applicable to this order. The products offered shall be standard new equipment, current model or most recent regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Vendor further warrants and represents that components or deliverables specified and furnished by or through the Vendor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error free in operation and guaranteed against faulty material and workmanship for the warranty period, or for two (2) years from the date of acceptance, whichever is longer. During the project warranty period, defects in the materials or workmanship of components or deliverables specified

and furnished by or through the Vendor shall be repaired or replaced by Vendor at no cost or expense to the City.

**3. TERMS OF PAYMENT:** The City shall pay thirty-nine thousand, eight hundred and twenty dollars (\$39,820.00), and shall be payable thirty (30) days after delivery of the equipment. The City takes ownership and possession of this order upon delivery to the City of Birmingham Department of Public Services.

**4.** Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

**5. INSURANCE SUBMISSION REQUIREMENTS:** The Vendor 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 Vendor 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 Vendor's acceptance of the terms of this Agreement.

**6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Vendor 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor 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 Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

**7. INDEPENDENT VENDOR:** The Vendor and the City agree that the Vendor is acting as an independent vendor with respect to the Vendor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 Vendor 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:** Vendor agrees to fully and faithfully carry out the duties 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 Vendor is subject, Vendor 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 Vendor, either by offset to any amounts due and owing Vendor 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; Vendor 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 Vendor and any entity or person for whom the Vendor 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 Vendor 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 Vendor 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: Vendor 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: Vendor 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: Vendor 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 Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. 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.

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

E. Proof of Insurance Coverage: Vendor 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.

F. Maintaining Insurance: Upon failure of the Vendor 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: Lauren Wood, Director of Public Services

Penchura, LLC  
889 S. Old US 23  
Brighton, MI 48114  
Attn: Lance Shipman

**13. COVID:** The Vendor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Vendor's staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Vendor's staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Vendor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Vendor.

**14. 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.

**15. 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.

**16. COMPLETE AGREEMENT:** The parties agree that the Vendor's 5/16/2022 proposal shall be incorporated herein by reference, except as stricken by mutual agreement, and shall become a part of this Agreement, and the parties agree this Agreement sets forth all terms and conditions of Vendor's 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 Vendor 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.

**17. 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 Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor 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.

**18. FAILURE TO PERFORM.** If Vendor 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.

**19. 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 48<sup>th</sup> 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.

**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 Vendor, 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.

(Vendor)

By: Euc Shaffer  
Its: Owner

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF OAKLAND )

On this 14<sup>th</sup> day of July, 2022 before me personally appeared Lance Shipman who acknowledged that with authority on behalf of (Vendor) to do so he/she signed this Agreement.

Leslie Stempel  
Notary Public  
NOTARY PUBLIC - STATE OF MICHIGAN  
County of Livingston, Michigan  
Acting in County, Michigan  
My Commission Expires February 2024  
My commission expires:

CITY OF BIRMINGHAM:

By: \_\_\_\_\_  
Therese Longe, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

APPROVED:

Thomas M. Markus  
Thomas M. Markus, City Manager  
(Approved as to substance)

Lauren A. Wood  
Lauren A. Wood, Director of Public  
Services  
(Approved as to substance)

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

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

## **ATTACHMENT A**



Make all P.O.s, Contracts, and Checks to:  
**Penchura, L.L.C.**  
**889 S. Old US 23**  
**Brighton, MI 48114**

# Proposal

Date	Project #
5/16/2022	22-953

<b>Bill To</b>
City of Birmingham P.O. Box 3001 151 Martin Street Birmingham, MI 48012-3001

<b>Ship To</b>
City of Birmingham Public Services (#2552) Carrie Laird, 248-530-1714 851 S. Eton Birmingham, MI 48009

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Carrie Laird	248-530-1714	248-530-1754	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
	2022 Dumor Order				
63-947-32-BT-1	Dumor 32 Gal Steel Receptacle, W/Old Bonnet Top	5		1,755.00	8,775.00
19-50-Q30	DuMor 5' Bench, Steel, 2 arms, Insert for 4 x 6 Plaque, Custom Color and Lettering for City of Birmingham	11		1,795.00	19,745.00
88-60PL/S-2	6' BENCH, PLATES, CDR PL	5		1,070.00	5,350.00
Insert	DuMor Insert - Plaque on Wood/Plastic Bench	5		140.00	700.00
CUST-1	IFS # PLSF-32284PT PARK BENCH GREEN	1		2,575.00	2,575.00
Freight	Freight			2,675.00	2,675.00

Proposal good for 30 days.

Ship Via: common carrier

Delivery contact name and number: \_\_\_\_\_

Customer signature below constitutes a purchase order.

\_\_\_\_\_

**Subtotal** \$39,820.00

**Sales Tax (0.0%)** \$0.00

**Total** \$39,820.00

**Credit Card fee of 3% on all purchases over \$2,000.00**

**AMX fee of 5% on all purchases over \$2,000.00**

889 S. Old US 23, Brighton, MI 48114

Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529

**5K**

## DuMor, Inc. Standard Warranty

ALL PRODUCTS MANUFACTURED BY DuMOR, INC., ARE WARRANTIED AGAINST DEFECT IN MATERIALS AND/OR WORKMANSHIP AND IN ACCORDANCE WITH OUR PUBLISHED SPECIFICATIONS. DuMOR, INC. FURTHER WARRANTS OUR PRODUCTS AS FOLLOWS:

- LIMITED TWENTY-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF ALL STEEL BENCH FRAMES OR COMPLETE STEEL BENCH ASSEMBLIES, TABLE FRAMES, LITTER RECEPTACLE FRAMES, STEEL PLANTERS AND ALL CAST IRON AND ALUMINUM BENCH SUPPORTS.
- LIMITED FIVE-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF DOUGLAS FIR, REDWOOD AND IPE PRODUCTS.
- LIMITED TEN-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF RECYCLED PLASTIC—IT IS FURTHER WARRANTIED NOT TO DEGRADE, SPLIT, CRACK, OR SPLINTER DURING THIS PERIOD.
- LIMITED 3 YEAR WARRANTY ON STRUCTURAL FAILURE OF ALL BIKE RACKS.
- LIMITED ONE-YEAR WARRANTY ON ANY ITEM NOT SPECIFICALLY DISCUSSED ABOVE.

THE ABOVE WARRANTIES COMMENCE ON THE DATE OF INVOICE ISSUED FROM DuMOR, INC. SHOULD ANY FAILURE OCCUR WITHIN THE WARRANTY PERIOD, DuMOR, INC. SHALL, UPON WRITTEN NOTIFICATION FROM CUSTOMER, CORRECT THE PART(S) EITHER BY REPAIRING THE DEFECTIVE PART(S) OR BY SUPPLYING A NEW PART(S) WITHIN 60 DAYS OF RECEIPT OF THE WRITTEN NOTIFICATION. DuMOR, INC., SHALL, AT ITS EXPENSE, DELIVER THE REPAIRED OR NEW PART(S) TO THE JOB SITE. HOWEVER, DuMOR, INC., SHALL NOT BE RESPONSIBLE FOR PROVIDING LABOR OR INCURRING THE COST OF LABOR TO REMOVE THE DEFECTIVE PART(S) AND INSTALL THE REPAIRED OR NEW PART(S). ALL REPLACEMENT PARTS SHALL BE GUARANTEED FOR THE BALANCE OF THE ORIGINAL WARRANTY PERIOD.

THE WARRANTY IS VALID ONLY IF THE PRODUCTS HAVE BEEN ASSEMBLED AND INSTALLED PER DuMOR, INC., STANDARD INSTALLATION AND ASSEMBLY INSTRUCTIONS PROVIDED WITH EACH SHIPMENT AND IF THE PRODUCTS HAVE BEEN PROPERLY MAINTAINED AND INSPECTED ANNUALLY. THIS WARRANTY DOES NOT COVER CLAIMS FOR ITEMS HAVING BEEN SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT, VANDALISM OR THAT HAVE BEEN MODIFIED, ALTERED OR REPAIRED BY ANYONE OTHER THAN DuMOR, INC.; ITS AUTHORIZED REPRESENTATIVE; OR OTHERS DESIGNATED BY DuMOR, INC., TO MODIFY, ALTER, OR REPAIR THE PRODUCT.

THIS WARRANTY DOES NOT COVER COSMETIC ITEMS, NOR DOES IT COVER CLAIMS DUE TO CHECKING, SPLITTING AND WARPING, WHICH ARE NATURAL TENDENCIES OF WOOD PRODUCTS.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS. IN ADDITION, NO OTHER WARRANTY, ORAL, WRITTEN OR IMPLIED, MAY BE SUBSTITUTED FOR THE WARRANTY STATED ABOVE. TO THE EXTENT PERMITTED BY LAW, DuMOR, INC., SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL CLAIMS MADE UNDER THE TERMS OF THIS WARRANTY MUST BE RECEIVED IN WRITING ALONG WITH A COPY OF THE ORIGINAL INVOICE.

CLAIMS MUST BE SENT TO DuMOR, INC., ATTENTION CUSTOMER SERVICE, P. O. BOX 142, MIFFLINTOWN, PA 17059-0142.

GEG/WARR-STD 4/16

**P.O BOX 142 Mifflintown, PA 17059-0142 • 717-436-2106 • 800-598-4018 • Fax:717-436-9839**  
**E-mail: [sales@dumor.com](mailto:sales@dumor.com) • [www.dumor.com](http://www.dumor.com)**

## **ATTACHMENT B- IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

Leslie Stemppek	8/3/2022
<b>PREPARED BY (Print Name)</b>	<b>DATE</b>
Bookkeeper / Office Manager	8/3/2022
<b>TITLE</b>	<b>DATE</b>
<i>Leslie Stemppek</i>	leslie@penchura.com
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
Penchura LLC	
<b>COMPANY</b>	
889 S. Old US 23 - Brighton, MI 48114	810-229-6245
<b>ADDRESS</b>	<b>PHONE</b>
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
<b>ADDRESS</b>	
20-4755812	
<b>TAXPAYER I.D.#</b>	



## MEMORANDUM

Department of Public Services

**DATE:** August 4, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Lauren A. Wood, Director of Public Services  
Carrie A. Laird, Parks and Recreation Manager

**SUBJECT:** Crestview Park Pickleball Courts

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### INTRODUCTION:

Pickleball Courts is a priority project as part of the Parks and Recreation Bond. At the April 2022 Parks and Recreation meeting the recommendation was made for the location of Pickleball Courts at Crestview Park, by way of a conversion of the existing tennis courts to Pickleball.

In order to provide Pickleball courts more immediately rather than waiting for this project to go through our required procurement process, staff was directed by the City Commission at the May 23, 2022 meeting to have lines painted on top of the Crestview Tennis courts in order to offer Pickleball courts in lieu of tennis as a temporary measure (two courts) while we move forward with an RFP for the correct conversion according to USA Pickleball Association (six courts).

### BACKGROUND:

Since the approval of the Parks and Recreation Bond, the Parks and Recreation Board together with city staff has been working to determine the best location for Pickleball courts in the City. Five potential locations were presented and evaluated, narrowed to three. The top three locations for Pickleball courts were Crestview Park, Kenning Park, and St. James Park. Public input was received at the Parks and Recreation Board level and through engage Birmingham throughout this process.

While new construction courts at Kenning Park was the original recommendation in December of 2021, numerous challenges contributed to the delay in the ability to move forward with this location including: the availability of Parks and Recreation Bond funding (other Bond projects costing higher than anticipated), the design consultant withdrew services, and the Kenning Park location revealing a number of potential conflicts with future projects.

Pickleball courts can be accomplished using a tennis court conversion method as an alternative to new construction at a lesser cost. Crestview Park was selected for a court conversion by meeting set criteria such as available (on street) parking, lower number of reservations for tennis compared to other tennis courts, room for at least six Pickleball courts, a shady area next to the court to accommodate seating, current park activity levels, no directly adjacent homes located

next to the courts or in other words, there is a street barrier between the courts and residences, and no conflicts with future projects.

A RFP for Crestview Park Pickleball courts was posted to MITN on June 17, 2022 with a deadline for proposals by July 14, 2022. The scope of work for this project is to perform a complete conversion of the existing two tennis courts to six pickleball courts at Crestview Park. The project includes the removal of the tennis nets and posts, crack repair of over 600 feet of cracks and the application of new acrylic surfacing over the entire existing court surface, the supply and installation of new pickleball posts and nets for six courts, new 8' fencing to separate three northern courts from three southern courts, new markings for six pickleball courts and all related work. Additionally, an alternate for an addition of a sound reducing fence material was included. Lastly, a project completion deadline of September 30, 2022 was requested.

One bidder responded. Goddard Coatings Company provided a proposal of \$63,750.00 for this project. They did not provide a proposal for the alternate fence. In addition, they did not commit to completion by September 30, 2022 due to a backlog of work and committed schedules, however described in their proposal they will do their best to meet such deadline.

Early on in April 2022 we consulted with Goddard Coatings representative, Jake Vaghn, to determine whether Crestview Park was a good candidate for a court conversion and at that time he made the city aware of their backlog of work due to supply chain shortages and labor shortages dating back to 2021. As much as we have expressed the desired urgency of this project, this contractor has been forthright about other committed projects and completion dates. They are hopeful to accomplish this project this year, however because of a current backlog of projects, 70 degree temperatures required for the crack repair system and acrylic paint they are unable to guarantee it at this time. We will know more after Labor Day.

#### LEGAL REVIEW:

The City Attorney has reviewed the agreement with Goddard Coatings and has no concerns with form or content.

#### FISCAL IMPACT:

This item was originally budgeted in the fiscal year 2021-2022 budget in the Park System Construction Fund. A budget amendment will be necessary in 2022-2023 to fund this project. This project will be funded from bond proceeds. There are sufficient remaining bond proceeds to cover this project and other current in-progress projects.

#### SUMMARY:

The Department of Public Services recommends awarding the Crestview Park Pickleball Courts project to Goddard Coatings Company. This company specializes in court repair and installations and has performed crack repair and new surfacing projects for the city in the past. They are a qualified contractor, members of the American Sports Builders Association, and have performed court installations and surfacing projects for numerous municipalities, private clubs, schools, and condominiums throughout Michigan. While they may not meet our requested date of September 30, 2022, they included in their proposal that they will do their best to accomplish this project in the fall of 2022.



ATTACHMENTS:

- Crestview Park Pickleball Courts-Agreement, including the RFP, Goddard Coatings Proposal and related attachments
- Email dated August 3, 2022 from Jake Vaughn, Goddard Coatings
- Table from Finance Department that displays the sources and uses of bond funding

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the agreement with Goddard Coatings Company for the Crestview Park Pickleball project in the amount of \$63,750 and charge the purchase to the Land Improvement Account # 408.1-751.000-979.0000.

Further, to appropriate and amend the Park System Construction Fund budget as follows:

Park System Construction Fund

Revenues

Draw from Fund Balance	408.1-000.000-400.0000	\$63,750
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Expenditures

Land Improvements	408.1-751.000-979.0000	\$63,750
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## **AGREEMENT OF Crestview Park Pickleball Courts**

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**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Goddard Coatings, a Michigan Company, whose address is 490 S. Opdyke Rd, Pontiac, MI 48341, (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires the installation of a complex of six (6) new Pickleball courts at Crestview Park, located at Southfield Rd. and Southlawn Blvd. and in connection therewith has requested proposals for new Pickleball Courts to be installed on the existing Tennis Court surface; and

**WHEREAS**, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the removal of existing tennis nets and posts, crack repair and application of new acrylic surfacing over the entire existing court surface, the supply and installation of new pickleball posts, nets and center straps with anchors for six (6) courts, new 8' fencing with top, bottom and mid span rail, and one 4' gate to separate three (3) northern courts from three (3) southern courts, new markings for six (6) new pickleball courts, and all related work.

**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 Crestview Park Pickleball Courts dated June 16, 2022, which includes specifications to perform the removal of existing tennis nets and posts, crack repair and application of new acrylic surfacing over the entire existing court surface, the supply and installation of new pickleball posts, nets and center straps with anchors for six (6) courts, new 8' fencing with top, bottom, and mid span rail, and one 4' gate to separate three (3) northern courts from three (3) southern courts, and new markings for six (6) new pickleball courts, and all related work 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 term of one(1) year from the date stated above excluding the warranty period. 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.

**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. 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. 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, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. 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.

G. 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: Lauren Wood

Contractor:

Goddard Coatings Company  
490 S. Opdyke Rd  
Pontiac, MI 48341  
Attn: Jake Vaughn

**13. COVID:** The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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 48<sup>th</sup> 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.

**20. 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 July 13, 2022, to the City's Request for Proposals dated June 16, 2022 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor's July 13, 2022 response, the terms of this Agreement shall prevail.

**21. 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: GODDARD COATINGS  
By: [Signature]  
Its: President

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF OAKLAND )

On this 2 day of AUGUST, 2022, before me personally appeared DAKE VANGUIN, who acknowledged that with authority on behalf of GODDARD COATINGS

do so he/she signed this Agreement.

[Signature]  
Notary Public  
OAKLAND County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: 5/27/2026

CITY OF BIRMINGHAM:

By: \_\_\_\_\_  
Therese Longe, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

APPROVED:

[Signature]  
Thomas M. Markus, City Manager  
(Approved as to substance)

[Signature]  
Lauren A. Wood, Director of Public Services  
(Approved as to substance)

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2022

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

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

<b>PRODUCER</b> Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221		<b>CONTACT</b> NAME: Alyssa Roelofs PHONE (A/C, No, Ext): 734-929-6053 E-MAIL ADDRESS: Alyssa.roelofs@kapnick.com		<b>FAX</b> (A/C, No): 517-263-6658
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : The Hanover Insurance Company		22292
		INSURER B : American Financial Benefit		41840
		INSURER C : Citizens Insurance of America		31534
		INSURER D :		
		INSURER E :		
		INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** 1060026604 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ZHH8986995	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		AWB8980282	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		U7H8987003	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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)  
AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)  
GENERAL LIABILITY  
--Additional Insureds  
--421-2915 (06/15) - Commercial General Liability Broadening endorsement  
--Additional Insured - By Contract, Agreement or Permit  
--Additional Insured - Primary and Non-Contributory  
--Waiver of Subrogation - Per Form 421-1915 (06/15)  
See Attached...

**CERTIFICATE HOLDER** **CANCELLATION**

City of Birmingham PO BOX 3001 Attn: Lauren Wood 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 <i>James S. Kapnick</i>
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Kapnick Insurance Group		NAMED INSURED Goddard Coatings Company 490 South Opdyke Road Pontiac MI 48341
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

See Attached

Auto Liability Includes:

Blanket Waiver of Subrogation, when required by written agreement per form 461-0155

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 included as additional insured.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

August 3, 2022

CITY OF BIRMINGHAM  
851 S ETON ST  
BIRMINGHAM MI 48009

## Account Information:

<b>Policy Holder Details :</b>	<b>Goddard Coating Company</b>
--------------------------------	--------------------------------



## Contact Us

### Need Help?

Start a live chat online or call us at  
(866) 467-8730.

We're here weekdays from 8:00 AM to  
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/03/2022

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

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

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INS AGCY 76250874 1 ADP BLVD M/S 625 ROSELAND NJ 07068	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (800) 524-7024 (A/C, No, Ext):	<b>FAX</b> (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Fire Insurance Company <b>NAIC#</b> 19682	
<b>INSURED</b> GODDARD COATING COMPANY 490 S OPDYKE RD PONTIAC MI 48341-3119	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	76 WEG AB0XC Y	02/14/2022	02/14/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

CITY OF BIRMINGHAM  
851 S ETON ST  
BIRMINGHAM MI 48009

## 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

*Susan L. Castaneda*

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## **ATTACHMENT A**



## **REQUEST FOR PROPOSALS**

### **Crestview Park Pickleball Courts**

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Sealed proposals endorsed “Crestview Park Pickleball Courts”, will be received at the Department of Public Services, 851 S. Eton Street, Birmingham, Michigan, 48009; until **July 14, 2022, 2:00PM EST**, after which time bids will be publicly opened and read. Results will be posted on MITN.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to perform a complete conversion of two (2) existing tennis courts to six (6) pickleball courts at Crestview Park. Crestview Park is located at Southfield Rd and Southlawn Blvd, between 14 Mile Rd and Lincoln Avenue in Birmingham, MI.

This project includes the removal of existing tennis nets and posts, crack repair and the application of new acrylic surfacing over the entire existing court surface, the supply and installation of new pickleball posts, nets, and center straps with anchors for six (6) courts, new 8' fencing with top, bottom, and mid span rail, and one 4' gate to separate three (3) northern courts from three (3) southern courts, new markings for six (6) new pickleball courts, and all related work. This work must be performed as specified 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> or by contacting Carrie Laird, listed below.

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:** 6/17/22

**Deadline for Submissions:** July 14, 2022 by 2:00 pm EST

**Contact Person:** Carrie Laird  
851 S. Eton St. Birmingham, MI  
48009 Phone: 248-530-1714  
Email: [claird@bhamgov.org](mailto:claird@bhamgov.org)



## REQUEST FOR PROPOSALS Crestview Park Pickleball Courts

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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 “Contractor.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors/firms to perform a complete conversion from the existing two (2) tennis courts to Pickleball (six (6) courts) at Crestview Park. The contractor will, as part of this project, remove the existing tennis nets and posts, perform crack repair and application of new acrylic surfacing over the entire existing court surface, supply and install new pickleball nets, center straps, anchors, and posts for six courts, install new 8’ fencing with top, bottom, and mid span rail and a 4’ gate to separate 3 northern courts from 3 southern courts, , install markings for six new pickleball courts, and all related work. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City’s best interest will be served and the City reserves the right 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 August 16, 2022. An Agreement for services will be required with the selected Contractor. 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, capabilities and costs to perform a complete conversion from the existing two (2) tennis courts located at Crestview Park to Pickleball (six (6) courts). The contractor will, as part of this project, remove the existing tennis nets and posts, perform crack repair and the application of new acrylic surfacing over the entire existing court surface, supply and install new pickleball nets with center straps, anchors and posts for six courts, install new 8’ fencing with top, bottom, and mid span rail and a 4’ gate located centrally to separate three (3) northern courts from three (3) southern courts, install markings for six (6) new pickleball courts, and all related work.

## **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than July 14, 2022 by 2:00 pm EST to:

City of Birmingham  
Attn: Carrie Laird  
851 S. Eton St.  
Birmingham, Michigan 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, "Crestview Park Pickleball Courts". 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 Contractor'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:

Carrie Laird, 851 S. Eton St., Birmingham, MI 48009

OR claird@bhamgov.org

Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

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. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Contractor certifications related to the Scope of Work
5. Overall Costs.
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 Contractor if the successful Contractor 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 Contractors.
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. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered 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 Contractor and shall not be chargeable in any manner to the City.
6. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than 5% of the total bid price, 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 furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

No proposal shall be withdrawn for a period of Six (6) months after the date set for the opening of bids.

A single check, bond or draft may serve to cover 2 or more alternative proposals when such alternative proposals are submitted by the same bidder.

7. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the 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.
8. Payment will 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.
9. The Contractor will not exceed the timelines established for the completion of this project.
10. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## **CONTRACTOR'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. Bidder's Agreement (Attachment B )
  - b. Cost Proposal (Attachment C)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D )
  - d. Agreement (**only if selected by the City**).
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.
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide proof of membership - American Sports Builders Association (ASBA)
8. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
9. Provide a list of twenty (20) outdoor courts surfaces with the material accepted over the last five (5) years and have required no maintenance.
10. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
11. The contractor will be responsible for obtaining the building and parking permits if applicable at no cost to the contractor.
12. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the 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.
13. 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 Contractor will be available according to the proposed timeline.

## **CITY RESPONSIBILITY**

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

## **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 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 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONTINUATION OF COVERAGE**

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor 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 13 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 14 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 Contractor 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**

It is anticipated that this project will commence by September 6, 2022, and will be completed by September 30, 2022. A pre-project meeting will be scheduled after award to review project schedule.

The Contractor will not exceed the timelines established for the completion of this project

## **SCOPE OF WORK**

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

The Contractor shall furnish all labor, materials, and equipment required to perform all required work necessary for crack repair and new acrylic surface coating on existing asphalt court surface, the removal of the existing tennis nets, posts and center strap anchors, the installation of six pickleball court nets, posts and center strap anchors, the installation of new 8' fencing with bottom rail, mid span rail, and top rail with one centrally located 4' gate to separate 3 northern pickleball courts from the 3 southern courts, new line markings for 6 pickleball courts, located at Crestview Park along Southfield Road, just south of Lincoln Avenue., Birmingham, MI 48009 in accordance with the requirements as defined and noted herein.

This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

## GENERAL SPECIFICATIONS

### 1. Contractor Qualifications

- a. The Contractor shall be duly licensed by the appropriate authorities to handle and install all materials.
- b. **Contractor shall provide proof of membership -American Sports Builders Association (ASBA)**
- c. The installation contractor must supply the Owner a list of twenty (20) outdoor court surfaces with the material accepted over the last five (5) years and have required no maintenance.
- d. The Contractor will be covered by public liability and property damage insurance (indicated in Section 12, under attached agreement A), and his employees properly covered by Worker's Compensation Insurance.
- e. The Contractor shall conform to all federal, state, and local labor laws.

### 2. Barriers

- a. The Contractor shall at all times have the construction site barricaded off to the general public until such time that the installation is accepted by the City's representative. This barricade shall be a minimum of 4' in height and of a nature that will prevent children from crawling through it.

### 3. Working Hours

- a. Contractor should be aware of the City of Birmingham Ordinance that limits working hours to be between 7:00 a.m. and 7:00 p.m., Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the contractor if longer working hours are required. Permission must be obtained from the City to work on Sundays and holidays.

### 4. Storage of Materials

- a. The City shall hold the contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Birmingham.

## GENERAL SPECIFICATIONS

### 5. Disposal

- a. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner. .

### 6. Warranty

- a. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
- b. Except where otherwise noted, Contractor must guarantee workmanship for no less than 2 years and perform repairs as needed.

### 7. Site Control

- a. The Contractor shall be responsible for repairing any damage caused as a result of working, including repairs to existing fencing or grass repairs with seed and topsoil. Damage to irrigation systems must be reported immediately to the City representative. Any removal of existing fencing or other park items for equipment access to the site must be returned to its original condition.
- b. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines. The Contractor shall provide the City with a copy of its COVID-19 Plan required by MIOSHA
- c. The Contractor is responsible for having all utilities staked by MISS DIG.
- d. The Contractor shall comply will all City of Birmingham's regulations for maintaining construction sites.
- e. The Contractor shall obtain all necessary permits at City's expense.
- f. The Contractor shall at all times keep the premises, public streets, and sidewalks free from an accumulation of waste materials, rubbish, and equipment so as to leave the work and the premises neat and clean and ready for the purpose it was intended. **All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.**

### 8. Rest Rooms

- a. The contractor is to provide restroom facilities if desired, properly secluded from public observation, shall be available where needed for the use by laborers on the project. The contractor is to provide maintenance to the temporary restroom facility.



## GENERAL SPECIFICATIONS

### **9. Location**

- a. Crestview Park is located at Southfield Rd and Southlawn Blvd, just South of Lincoln Avenue and North of 14 Mile Rd, on the east side of Southfield Rd.

### **10. Safety**

- a. At all times during installation, the Contractor will provide barricades, lights and maintain proper conditions, which will protect the public from injury.
- b. Properly protect all existing structures and property. This is to include, but not be limited to, sidewalks, curbs, fences, building lawns, trees, and shrubbery. Repair all parts of same, which become damaged. Repairing of damaged parts shall be done in strict accordance with requirements of the City of Birmingham. Failure to make the required repairs will result in no payment.

### **11. Site Examination**

- a. The bidder acknowledges that he has examined the site, plans, and specifications, and the submission of a proposal shall be considered evidence that examination has been made. Bidders shall visit the site before submitting proposals and fully inform themselves as to the job and site conditions and other conditions under which the work of this section must be conducted. Verify themselves with the soil conditions at the site and familiarize themselves with the existing conditions that may be adjusted for this project. Submission of proposals implies that the Bidder has visited the site and is fully aware of these conditions
- b. It shall be the contracting installer's responsibility to report to the authorized representative any deviations between drawings, specifications, and the site. Failure to do so prior to the installing of equipment that result in replacing, and/or relocating equipment shall be done at the contractor's expense.
- c. A pre-construction conference shall be held on the job site with all intended Contractors and Sub-contractors prior to the start of any work
- d. Any necessary removal of fencing or other park amenities or objects for equipment access must be returned to its original condition and included in pricing.

## GENERAL SPECIFICATIONS

### **12. Demolition**

- a. The Contractor shall promptly remove all items as indicated in this RFP. All remaining debris must be removed from the work site. Burning of debris on site is not permitted. Contractor shall not for any reason dump or leave any excavated materials on property.

### **13. Changes or Additional Work**

- a. The City of Birmingham may, without limitation of the original contract, order such changes as may from time to time be deemed desirable or necessary. Extensions of completion time will be adjusted as necessitated by such changes.

**END OF SECTION**

## CRACK REPAIR

### SPECIFICATIONS: CRACK REPAIR

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts. **Contractor shall include in the base bid, the cost to remove all failing/bubbling crack repairs and repair all cracks greater than 1/8" in width, and approximate linear footage.**

##### 1.2 SCOPE

A. The work under this section shall consist of furnishing all labor, materials and equipment for the crack repair installation.

#### QUALITY ASSURANCE

A. Reference Standards:

1. American Sports Builders Association (ASBA) – membership required

B. The installation contractor must supply the Owner a list of twenty (20) outdoor court surfaces with the material accepted over the last five (5) years and have required no maintenance.

#### PART 2 - PRODUCTS

##### 2.1 CRACK REPAIR SYSTEM

A. Approved Products:

RiteWay ®  
4 Sycamore Way  
Unit 7A  
Branford CT 06405

##### 2.2 TWO—COMPONENT POLYURETHANE CRACK FILLER

A. Approved Products:

Laykold (APT) Crack Filler  
109 Conica Lane  
PO Box 160  
Harmony, PA 16037

## **PART 3 - EXECUTION**

### **3.1 SURFACE PREPARATION**

- A. The existing surface must be free of debris, clean and contaminate free. The Contractor must powerwash the entire existing surface. The repair will not stick to dirt, mildew, pollen, dust, leaves, or loose paint.
- B. Remove all previous crack repair materials that are loose or not bonded well to the court, including any rubberized crack filling material. If you can peel up the old repair or the existing surface, then they must be removed in order to provide a sound base for the Crack Repair System. This repair will only be as strong as the surface to which it is bonded.
- D. Cracks that are wide enough to fill must be filled per manufacturer's instructions using the products we specify. The first layer of this system is a self-adhesive tape. It must be installed on a clean, dry, and warm surface. It will not stick to dirty, damp, or cold surfaces.

### **3.2 INSTALLATION**

- A. This product comes with an extensive instruction packet. It contains color photos of the installation process along with written directions. It is absolutely imperative that these directions be followed precisely. Any deviation could cause this system to fail.
- B. Crack must be filled from bottom to top with court patch binder or cement and let dry.
- C. Filled Crack must be scraped or buffed flush with court and cleaned, broomed and blown.
- D. Area to be repaired must be DRY and at 60 degrees F or higher.
- E. First layer is to be centered over Crack by removing a few inches of the release liner exposing the soft sealant. Apply to Crack when centered, pull release liner to move along Crack. If Crack turns cut tape and butt up another piece and continue. Make sure there are no bubbles. If a bubble is found, cut with razor knife and press out bubble. Roll with tape machine pressing firmly.
- F. Apply Liquid Acrylic (NO Sand) and Latex binding formula (NO Sand) (50/50) over tape with paint roller approximately 24" wide. Apply 20" stress mat centered over first layer making sure there are no wrinkles, etc. Using roller, saturate stress mat with liquid acrylic, making sure there are no bubbles and roll smooth.

## CRACK REPAIR

- G. Apply bonding edge ½ on fabric ½ or court and roll on Liquid Acrylic making sure there are no wrinkles or bubbles and let dry.
- H. When dry use 9" roller to apply binding formula over the RiteWay ®Tape area of the repair, approximately 12" wide, let dry and repeat once more.
- I. When totally dry squeegee resurfacer with sand lengthwise over crack. This will fill voids where layers overlap and hide the repair. Minimum of 2 coats must be applied.

### 3.3 LIMITATIONS

- A. Do not install when temperature is below 60°F.
- B. Do not install on overcast days (direct sunlight, not high temperatures, dry the adhesive best).
- C. Do not install when rain is predicted or likely.
- D. Do not install on dirty, damp, or cold surfaces.
- E. Do not install on cracks that emit moisture.
- F. Do not install with in-line skating materials.
- G. Do not install over old or peeling Asphalt Emulsion

**END OF SECTION**

## COURT SURFACE

### **SPECIFICATIONS: COURT SURFACE**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.**

##### **1.2 SCOPE**

- A. The work under this section of the specifications shall consist of furnishing all labor, materials and equipment necessary for acrylic tennis court surfacing and line markings.

##### **1.3 QUALITY ASSURANCE**

- A. Reference Standards:
  - 2. American Sports Builders Association (ASBA) – membership required
- B. The installation contractor must be able to supply the Owner, upon request, a list of twenty (20) outdoor tennis courts surfaces with the material accepted over the last five (5) years and have required no maintenance.

##### **1.4 SUBMITTALS**

- A. COLOR SAMPLES MUST BE PROVIDED WITH BID.
- B. Contractor shall submit manufacturer's data sheets and color samples for all materials.
- C. Contractor must submit copies of the Material Data Safety Sheets (MSDS) for all products to be used, before materials are delivered to the site.

## COURT SURFACE

### PART 2 - PRODUCTS

#### 2.1 TENNIS COURT SURFACE MATERIAL

- A. This material shall be a fully pigmented system in-depth color. The material shall be from one of the following approved manufacturers:
- |                                  |  |
|----------------------------------|--|
| 1. NOVACOURT,                    | by Novasport USA, Framingham, MA (800) 872-6682            |
| 2. PLEXI-PAVE,                   | by California Products, Cambridge, MA (800) 225-1141       |
| 3. LAYKOLD,                      | by Advanced Polymer Technology, Harmony, PA (888) 266-4221 |
| 4. SportMaster<br>Sport Surfaces | by Seal Master, Sandusky, Ohio 800-326-1994                |
- B. Acrylic Coloring of Courts shall be as follows:
1. Inner (Playing) Court Color: BLUE
  2. Outer (Non-Playing) Court Color: GREEN
- C. Asphalt or tar in any form will not be permitted in any coating. The color shall be pure acrylic-type containing no asphalt or tar emulsions and no vinyls, alkyds or non-acrylic resins. The color finish system shall contain factory-mixed compositions requiring only the addition of water on the job site. The material shall be delivered to the site in sealed containers with the manufacturer's label affixed.

#### 2.2 CONCRETE PRIMER

- A. Manufacturer-specific concrete primer
- |  |                                |
|--|--------------------------------|
| 1. Novacrylic WB100 Water Based Epoxy,     | by Novasport USA               |
| 2. Ti-Coat (PLEXI-PAVE),                   | by California Products         |
| 3. Polyprimer (LAYKOLD),                   | by Advanced Polymer Technology |
| 4. Acrylic Adhesion Promoter (SportMaster) | by Seal Master                 |

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Concrete shall cure for a minimum of 30 days prior to application of surfacing materials. Concrete shall have a medium broom finish. No curing compounds/agents are to be used.
- B. Acid-etch surface with phosphoric or muriatic acid and rinse thoroughly with water before installation of any finish surface coatings.

## COURT SURFACE

- C. The surface shall be flooded by concrete paver/site contractor (if different), and any ponding water that remains after 1 hour and is deep enough to cover the thickness of a five cent piece shall be corrected using a patch mix by the approved surfacing manufacturer. Ambient air temperature to be +/- 70 degrees. Application of patch-mix material shall be performed by the surfacing contractor unless noted otherwise.
- D. Application of the system shall be in strict accordance with the printed instructions of the manufacturer. If the system is installed by someone other than the manufacturer, an experienced manufacturer's representative shall supervise the installation of the material.
- E. The surface to receive the tennis surface system as specified shall be checked to be free from grease, oil and other foreign materials before starting the work. The Contractor shall remove by brush, vacuum or blower all dust, dirt, imbedded soil, etc. and shall mechanically wash areas, if required.
- F. Holes, cracks and spalled areas shall be clean of dirt, water and deleterious materials before any coating operations are started. After cleaning and treating these areas with the proper filler materials, the application shall proceed only if the surfaces are dry and clean and the surface temperature is at least fifty degrees Fahrenheit (50°F) and rising, with overnight temperature not less than 45 °F, and the surface temperature is not in excess of one hundred forty degrees Fahrenheit (140°F).
- G. After all leveling and patching, the tennis court area shall receive one (1) coat of manufacturer-specific concrete primer.
- H. One (1) coat of sand filled acrylic resurfacer material shall be applied at the rate specified by the surface manufacturer.
- I. Apply two (2) filler coats and one (1) finish coat. Application shall be in strict accordance with manufacturer's specifications. The material shall have in-depth color in the color combinations as indicated for the final surface.
- J. The filler coat shall be applied at a rate of .05 gallons (concentrated material prior to dilution) per square yard for each coat. The final surface shall be applied at a rate of .04 gallons (concentrated material prior to dilution) per square yard for each coat. Only small amounts of water shall be added if too rapid drying is occurring during application. The Contractor shall be accountable at all times for the amount of materials of each color used.



## COURT SURFACE

- K. Care shall be taken to protect adjacent areas and structures (fences, posts, sidewalks, buildings, etc.) which are not to be coated. If coated, remove immediately before drying occurs.
- L. Contractors must notify the City Representative of all applications, 48 hours prior to installation.
- M. Acceptability of work: The finished surface shall be constant in color and texture, free from voids, depressions, joint marks, ridges, wheel marks or other imperfections. If any of these become apparent during the installation of the system, the contractor will correct prior to the final coat application, or the surface shall be rejected.

### 3.2 LINE MARKINGS

- A. Upon completion and acceptance of the tennis surface, this Contractor shall prepare and paint lines for tennis. Unless otherwise noted, lines shall be white.
- B. The lines shall be masked on both sides with an acceptable tape. Each measurement shall be accurately set to within 1/8" tolerance in accordance with the American Sports Builders Association (ASBA).
- C. All areas that have overlapped in color shall be corrected and non-appearing. All overspray in excess shall be corrected and non-appearing. No spraying shall be done with the wind factor above seven (7) mph.

**END OF SECTION**

## **SPECIFICATIONS: CHAINLINK FENCE – VINYL**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.

#### **1.2 SCOPE**

- A. The work under this section of the specifications shall consist of furnishing all labor, materials and equipment necessary for a new black vinyl 8' chainlink fence system as indicated herein and on the Contract Documents. Work shall include but not limited to footings, posts, fabric, rails, gates and all related hardware.
- B. Furnishing and installation of black vinyl fencing in lieu of galvanized is an ALTERNATE as identified on the proposal forms.

#### **1.3 QUALITY ASSURANCE AND WARRANTY GUARANTEE**

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
  - 2. ASTM A90 – Standard Test Method for Weight (Mass) of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings
  - 3. ASTM C94 – Standard Specification for Ready-Mixed Concrete
  - 4. ASTM A153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
  - 5. ASTM F626 – Standard Specification for Fence Fittings
  - 6. ASTM F668 – Standard Specification for Polymer Coated Chainlink Fence Fabric
  - 7. ASTM F900 – Standard Specification for Industrial and Commercial Swing Gates
  - 8. ASTM F934 – Standard Practice for Standard Colors for Polymer Coated Chainlink
  - 9. ASTM F1043 – Standard Specification for Strength and Protective Coatings on Steel Industrial Chainlink Fence Framework
  - 10. ASTM F1083 – Standard Specification for Pipe, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
- B. Weights and tolerances to conform to Federal Specification RR-F-191G dated January 25, 1974.

## CHAIN LINK FENCE

- C. The Contractor and any Sub-Contractor hereunder guarantee their respective work against defective materials or workmanship for a period of one (1) year from the date of filing Certificate of Substantial Completion and as accepted by the Owner.
- D. All material installed under this specification shall be subject to testing by the Owner. Any material so inspected and found to be not in strict conformance with this specification shall be promptly removed and replaced by the Contractor at his expense.

### **1.4 SUBMITTALS**

- A. Shop drawings showing plan layout, spacing of components, post foundation dimensions, hardware, gates and schedule of components.
- B. Product Data: Submit product data on fabric pattern, posts, accessories, fittings and hardware.
- C. Samples: Color selection for vinyl finishes. If requested, samples of materials (e.g., fabric, wires, and accessories).
- D. Mill Certificates conforming to ASTM F1043 (06), Part 8.1.4 – Adhesion Testing
  - 1. Test Results shall be provided before material is shipped to site.
  - 2. Minimum (3) random tests for each post size specified.
- E. At the request of the Owner, provide Material Certificates confirming product provided is Domestic pipe.

### **1.5 QUALIFICATIONS**

- A. Manufacturer: Company specializing in the manufacturing of products specified in this section with a minimum of ten (10) years' experience
- B. Installer: Company specializing in performing work of this section with a minimum of five (5) years experienced. Must have a minimum of two in-house fence installation crews.

### **1.6 PROJECT CONDITIONS**

- A. Field Measurements: Verify layout information for chainlink fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

#### **1.7.1 DELIVERY, STORAGE AND HANDLING**

- A. Deliver fence fabric and accessories in packed cartons or firmly tied rolls.

## CHAIN LINK FENCE

- B. Identify each package with manufacturer's name.
- C. Store fence fabric and accessories in a secure and dry place.

### 1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which Installer agrees to repair or replace components of chainlink fences and gates that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 2. Warranty Period: 15 years from date of Substantial Completion

## PART 2 - PRODUCTS

### 2.1 MANUFACTURER

- A. Framework, posts, rails, fabric and fittings for chainlink fence system shall be domestic pipe manufactured and supplied by:
  - 1. Merchants Metals – Color Bond Product:  
Phone: (888) 260-1600
  - 2. Master Halco – Permafused Product  
Phone: (888) 643-3623
  - 3. Stevens Pipe & Steel  
Phone: (800) 850-3433

### 2.2 VINYL CLAD CHAINLINK FENCE

- A. This specification covers chain link fabric made from galvanized steel wire which has been coated with polyvinyl chloride compound hereinafter designated as "vinyl." The base metal shall be steel of such quality and purity that, when drawn to the size of wire specified and coated with vinyl, the finished fencing shall be of uniform quality and have the properties and characteristics as prescribed in the specification. Wire used for the manufacture of this fabric shall be capable of being woven into fabric without the vinyl coating voiding, cracking or peeling. Vinyl shall be plasticized and thoroughly compounded.
- B. Thermal Fused Vinyl: The thermally fused vinyl coated wire shall consist of vinyl thermally fused to primed zinc coated wire. The zinc coating shall be in accordance with ASTM A641, .30 oz. per square foot. The vinyl adhesion shall be greater than the cohesive strength of the vinyl material itself.

## CHAIN LINK FENCE

### C. Physical Properties of Coating

1. Accelerated Aging: PVC coated wire from which the fabric is woven shall withstand exposure for 1000 hours without failure at a black panel temperature of 145°F, Type BH apparatus described in ASTM G155 shall be used for the test. The product shall be construed to have failed the test if:
  - a. The wire fails to withstand the Mandrel Bend Test described below.
  - b. Shrinkage of the PVC coating is greater than 1/16" per foot of wire.
  - c. There is a significant change in color or gloss of the PVC surface as determined by visual inspection.
2. Mandrel Bend Test: PVC coated wire when subjected to a single bend at -20°F around a mandrel no larger than ten times the diameter of the wire shall not exhibit breaks or cracks in the PVC coating. The Mandrel Bend Test shall be performed on an individual piece of wire removed from the fabric. This specimen may be any length of wire over 12" and shall include both bends and straight sections, but shall not include either twists or knuckles.

#### 3. Color of Coatings:

<u>Hue</u>	Black, Green, Brown
<u>Tolerance</u>	2.0 G
<u>Value</u>	3.02
<u>Chroma</u>	2.35

- D. Workmanship: Vinyl coated chain link fabric shall be produced by methods recognized as good commercial practices. Careful inspection shall be made to determine the quality of vinyl coating. Coatings not free from pinholes, bubbles or voids, rough or blistered surfaces shall provide a basis for rejection. An apparent mismatch of color readily discernible by visual inspection shall be cause for rejection.
- E. Weight of Zinc Coating: The weight of coating shall be determined on individual pieces of wire removed from the fabric. The specimens may be of any continuous length of 12 inches, but preferably about 24 inches long. The weight of coating shall be determined in accordance with tests for weight of coating described in ASTM A90. The weight of zinc coating shall be determined after removing the vinyl coating from the fabric.

### 2.3.1 VINYL CLAD FRAMEWORK

- A. General: The framework consists of all line, corner, terminal posts, horizontal rails and gate frame materials which shall be coated with a polyvinyl chloride

## CHAIN LINK FENCE

coating 10 to 12 mils in thickness over galvanized steel or aluminum. These surfaces shall be thermally fused to the metal surface with an appropriate sured primer. The PVC shall be plasticized and thoroughly compounded so that all pigments, stabilizers and other ingredients are fully dispersed.

- B. Color of Framework: The color of framework shall match the fabric.
- C. Fabric: The wire used in the vinyl coated fences shall possess a minimum breakload of 850 pounds. The coated size of the thermally fused vinyl fence wire shall be 9 gauge core, 8 gauge finish (Class 2B). Vinyl coated fabric shall be woven to form a 2" mesh (1 ¾" mesh for tennis court fence). The size of mesh shall be determined by measuring the minimum clear distance between the wires forming the parallel sides of the mesh, measured in either direction. The tolerance in the size of mesh shall be +/- 1/8" inch. The thickness of the vinyl coating shall be 0.007".
- D. Framework Materials: Framework materials shall be, before coating with PVC, either Type I Schedule 40 pipe with 1.8 ounce per square foot zinc coating before resin coating, or Type II pipe manufactured from steel conforming to the Standard Specification for Black and Hot-Dipped Zinc Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinary Uses, ASTM A53; or TYPE II pipe manufactured from steel conforming to ASTM A1011, Cold-Rolled, Electric welded and Triple Coated with 1.0 ounce, +/- 0.1 ounce zinc per square foot. The internal surface shall have corrosion protection by a zinc-rich based organic coating with 87% minimum zinc powder loading, with the capability of withstanding 350 hours when subjected to Salt Spray Test ASTM B117, with a 5% minimum Red Rust.
- E. Line Posts: Shall be one of the following vinyl coated materials: Type I, 2.375" O.D. round steel posts weighing 3.65 lbs. per lineal foot; or, alternately, Type II 2.375" O.D. round steel pipe weighing 2.78 lbs. per foot or roll-formed "c" section posts measuring 2.25 inches by 1.70" weighing 2.73 lb. per lineal foot. Posts shall not be splice welded in such a manner that the weld appears above the grade line. The chain link fabric shall be tied to the line posts with vinyl coated clips or tie wires with a minimum steel diameter of 0.132" and spaced on 15" maximum centers.
- F. Terminal and Gate Posts: Terminal and gate posts shall be one of the following vinyl coated materials: two and one-half inch (2 1/2") square tubing weighing 5.10 lbs per lineal foot, or alternately, Type I, 2.875" OD steel round posts weighing 3.66 lbs. per lineal foot, or Type II 2.875" OD steel round posts weighing 4.64 lbs per lineal foot. Posts shall not be splice welded in such a manner that the weld appears above the grade line.
- G. Terminal and Gate Post Fittings: Terminal and gate post fittings, including tension bands, brace connections and top rail connections, shall be 14 gauge,

## CHAIN LINK FENCE

hot-dipped galvanized, cold-rolled, carbon steel. Top rail, brace and truss bands shall not be less than  $\frac{3}{4}$ " wide, secured by 5/16" diameter carriage bolts. Tension bars shall not be less than 2" shorter than the nominal height of the fabric with which they are to be used. One tension bar shall be provided for each end and gate post, and two for each corner and pull post.

- H. All fixed component parts such as post tops, bands, connectors, and rail ends shall be vinyl coated on visible surfaces of a color to match the fabric and framework. Non-visible portions of parts may be uncoated in the case of aluminum components. Non-visible portions of steel or iron components not vinyl coated must be coated with zinc as per ASTM A153. All hardware shall come vinyl coated or shall be coated in the field with a vinyl base compound after installation. Aerosol spray paint to match the color of vinyl fencing will not be accepted.
- I. All hardware and caps shall be made in the USA.
- J. Top, Intermediate and Bottom Rail: Top, intermediate and bottom rails (where applicable) shall be vinyl coated Type I, 1.660" O.D. round steel pipe weighing 2.27 lbs. per lineal foot, or Type II, 1.660" O.D. round steel pipe weighing 1.59 lbs. per lineal foot. An outside sleeve type coupling measuring not less than 6" in length shall be provided at each interval of twenty-one feet. The chain link fabric shall be tied to the rails at intervals of 24" with vinyl clad tie wires, 13 gauge for double wrap ties or 9 gauge for single wrap ties. Intermediate rails shall be fastened between posts with vinyl clad boulevard type connectors or bands and rail end caps. The terminal ends of all top, bottom, mid and bracing rails shall utilize rail end cups and boulevard hardware that prevents insects from gaining access into top rails.
- K. Bottom Tension Wire: Bottom tension wire shall be No. 6 gauge galvanized steel coil, vinyl coated tension wire, high carbon or hard drawn, Class II, Aluminum Coated, fastened to the chain link fabric at intervals of twenty-four inches (24") with No. 11 gauge galvanized steel hog rings.
- L. Brace Rail for Terminal and Gate Posts: Vinyl coated terminal and gate posts shall be strengthened and reinforced by vinyl coated braces meeting the same specifications as above. Braces shall be installed midway between top rail and court surface and extend from each terminal post to the first adjacent line post. Braces shall be securely fastened to posts by vinyl coated heavy pressed steel connections and also be trussed from line post back to terminal post with a 5/16" vinyl coated round truss rod complete with tightening turnbuckle.
- M. Posts Spacing and Settings: Line and terminal posts shall be set in concrete foundations not less than 12" in diameter and not less than 42" in depth. The concrete shall have a design mix of 3500 PSI. Spacing of posts in the line of fence shall be uniform and no more than ten-feet (10') apart. The smaller side of

## CHAIN LINK FENCE

a "C" post shall be touching the chain link fabric and all open slots shall be facing in the same direction.

- N. Post Tops: Tops of line posts shall be of a vinyl coated steel or aluminum casting capable of providing a through passage for top rail. Terminal post tops shall be of a vinyl coated steel or aluminum casting and be designed so as to exclude all moisture from the terminal post. Post caps at terminal posts shall be securely fastened to prevent removal.
- O. Gates: Gate openings shall not be less than 4 feet wide and constructed and hung as detailed on drawings. Frame shall be assembled from vinyl coated 2" square aluminum, alloy 6063-T6 or 6061-T6, weighing 0.940 lbs. per foot, Type I pipe weighing 2.72 lbs. per foot, or Type II, 1.90" O.D. round steel pipe weighing 2.28 lbs. per foot. Gate frames shall be welded or alternately shall utilize corner fittings of compressed or riveted type. A diagonal truss rod not less than 5/16" diameter shall be used on frames utilizing corner fittings. Color of the gate frame materials shall match the fence framework and component parts.
1. Fabric matching the fence fabric shall be installed in the frame by means of tension bars and hook bolts or bands. Galvanized gate frame and gate post hinges shall be furnished of adequate strength for the gate size specified and to allow for a 180° swing. Gates shall be equipped with a positive strong arm latching device that will accommodate padlocking. A plunger rod, catch and semi-automatic outer catch shall be installed on drive gates so as to secure gates in an open position. Hinges, latches and catches shall be approved by the Landscape Architect.
- P. Hardware
1. All hardware requiring nuts and bolts should have no more than 1/2" of the threaded bolt extending beyond the nut.
  2. Gate hinges shall be Bulldog Hinges
  3. Gate latches shall be commercial grade Strong Arm gate latches
    - a. Fork & collar not approved

Q. Driven Post Caulk

1. Contractor is responsible to caulk around all driven fence posts.
2. Caulk shall be supplied from the following manufacturer:
  - a. Sportmaster "Courtflex Crack Sealant"  
Phone: 800-395-7325
  - b. Color: Neutral



## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.
  1. Do not begin installation before final grading is completed unless permitted by Architect.
  2. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Stake locations of fence lines, gates and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks and property monuments.

### 3.2 INSTALLATION

- A. All posts shall be set plumb and in accordance with the following table (unless specified otherwise):

1. Corner/Terminal and Bracing Post - General Fence

Fabric Height	Post Depth	Diameter of Foundation	Foundation Depth	Maximum Spacing
0' - 6'-0"	36"	12" min	42"	10'-0"
6'-1" - 12'-0"	36"	12" min	42"	10'-0"

2. Line Post - Backstop

Backstop Height	Post Depth	Diameter of Foundation	Foundation Depth	Maximum Spacing
24'	48"	18" min	60"	Varies
30'	48"	18" min	60"	10'-0"

## CHAIN LINK FENCE

3. Line posts shall be pneumatically driven into the ground using the following chart\*:

Fabric Height	Pipe Below Grade	Total Length of Post
4'	4'	8'
6'	5'	11'
8'	6'	14'
10'	7'	17'
12'	8'	20'

- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
1. Verify that posts are set plumb, aligned and at correct height and spacing, and hold position during setting with concrete or mechanical devices.
  2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
- D. Fence posts shall be installed with maximum 6 inches clear opening from end posts to buildings, fences, property lines or other structures.
- E. Install gates level, plum and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Adjust hardware for smooth operation and lubricate where necessary.
- F. The fabric shall be installed on the court/playing side of posts. Bottom of fence fabric shall be 3/4" (+/-1/4") above the finished court surface. Fabric shall be furnished with selvage knuckled on both ends.
- G. Top of concrete footing shall be left down and topped with surrounding pavings as detailed. Cold patch is not acceptable.

## CHAIN LINK FENCE

### **3.3 CLEAN UP AND DISPOSAL**

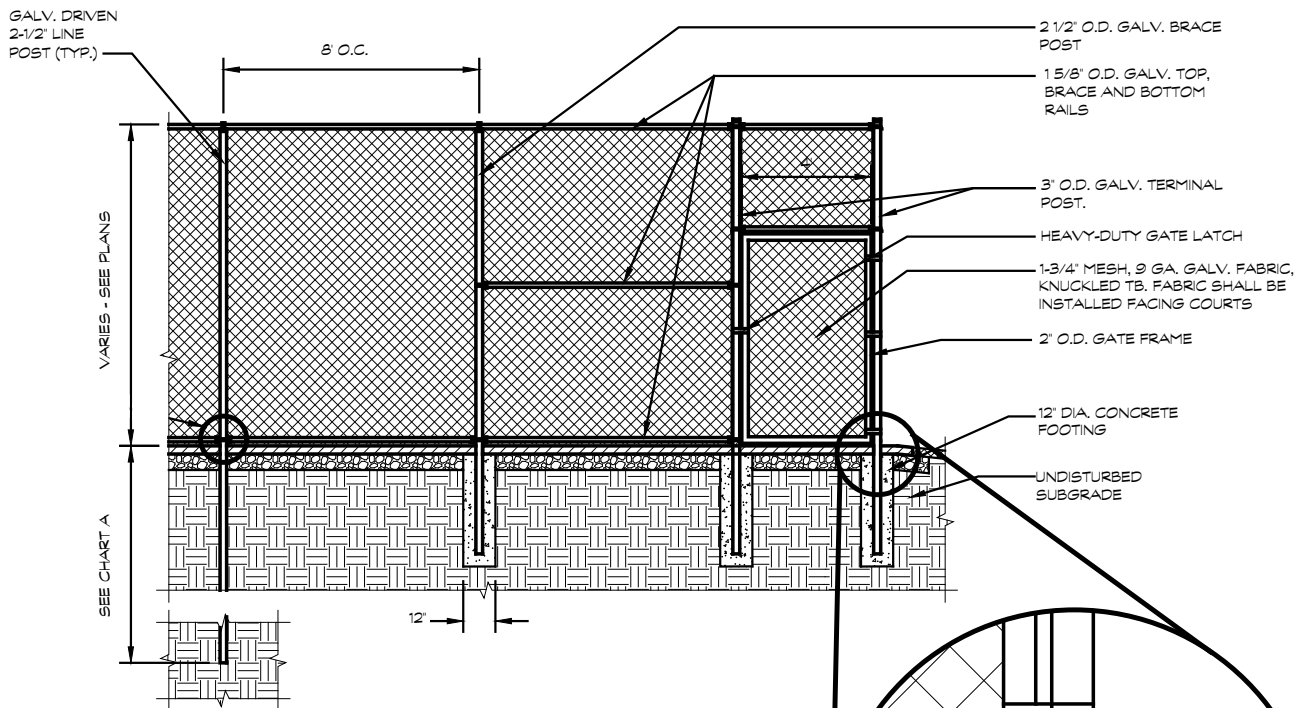
- A. Remove dirt and concrete from all posts and rails
- B. Remove all tags
- C. Remove from the site all equipment, materials, and debris resulting from construction work including this section. Leave work area neat and clean and in a condition acceptable by the the City of Birmingham. All work shall be complete, ready for use, at the time of final acceptance.

### **PART 4: ALTERNATE REQUEST**

#### **4.1 ACOUSTIFENCE®**

- A. Bidder welcomed to provide an alternate cost to add acoustic fencing to existing exterior chain link fence system surrounding the courts. Specifications and product information to be provided by bidder, including wind load, sound reduction information, etc..

**END OF SECTION**

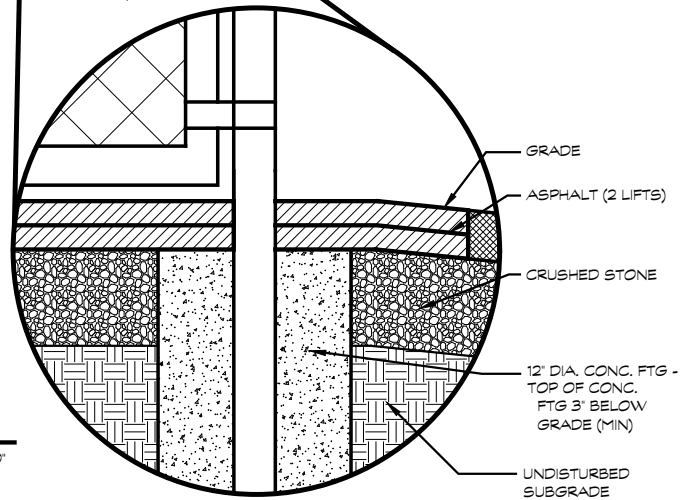


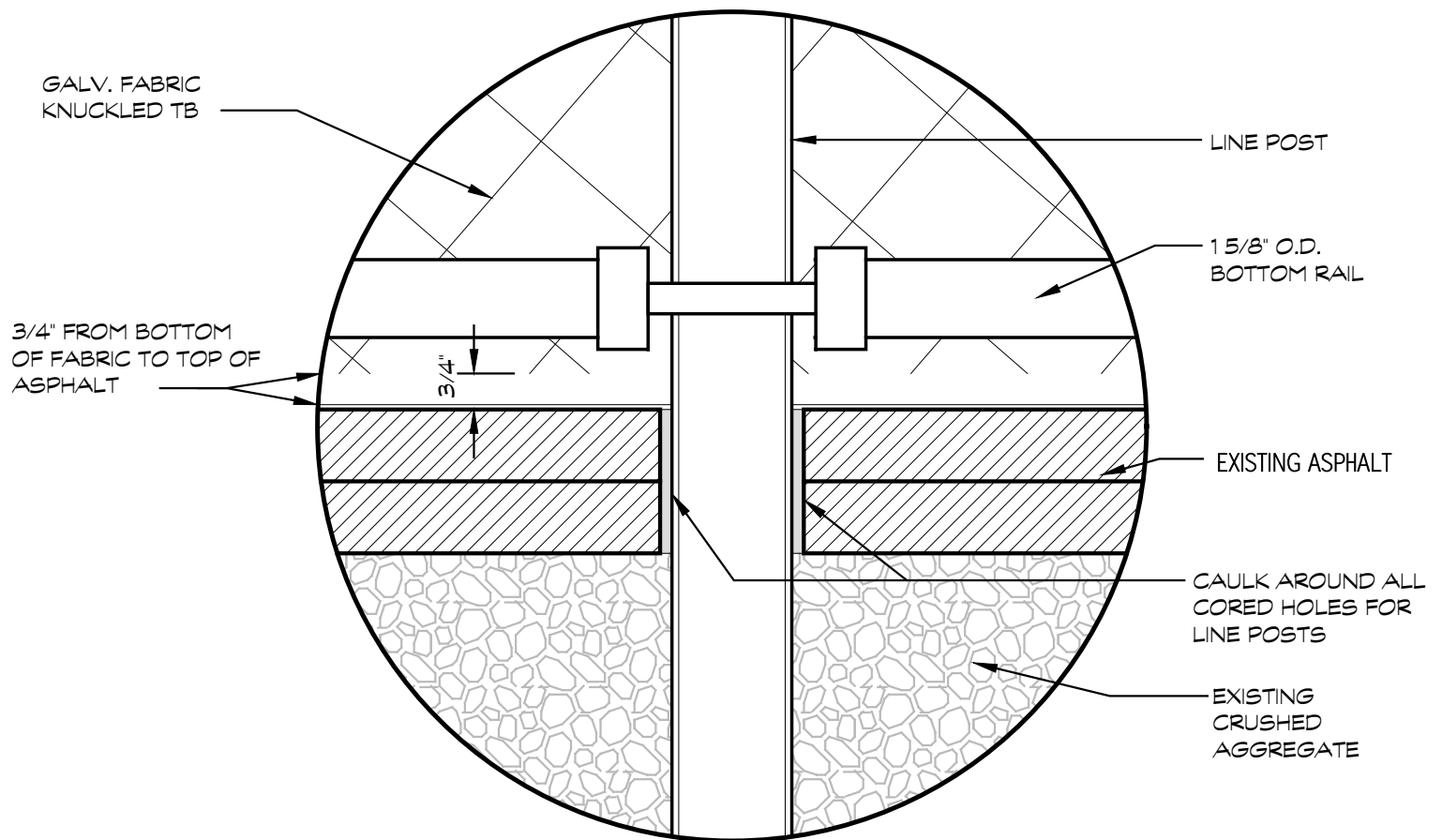
DRIVEN POST CHART A

HEIGHT OF FENCE	4'	6'	8'	10'	12'
POST BELOW GRADE	4'	5'	6'	7'	8'

## FENCE & GATE ELEVATION

SCALE 1/4"=1'-0"





## DRIVEN FENCE POST CAULKING

SCALE 3"=1'-0"

## SPECIFICATIONS: NET TENSION SYSTEM

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.
- B. Work shall include:
  - 1. Furnish and install net posts and accessories
  - 2. Excavation for post footings – inspection required
  - 3. Concrete footing for posts- inspection required
  - 4. Furnish and install complete net tension systems-approved by owner

#### 1.2 WARRANTY

- A. The Contractor and any Sub-contractors hereunder agrees to warranty their respective work against defective materials or workmanship for a period of two (2) years from the date of filing notice of completion and an acceptance by the Owner.

#### 1.3 INSPECTION

- A. All material installed under this specification shall be subject to testing by Owner at his expense. Any material so inspected and found to be not in strict conformance with this specification shall be promptly removed and replaced by the Contractor at his expense.

#### 1.4. SUBMITTALS

- A. Submit manufacturer literature, identifying the particular item to be installed. Manufacturer information should include photographs, and applicable technical information.

### PART 2 - PRODUCTS

#### 2.1 NET TENSION SYSTEM

- A. Net posts shall be seven gauge (7ga.) galvanized steel having an outside diameter of not less than three inches (3") and shall be equipped internal tension system. Posts and sleeves shall be located where indicated on the drawings or details. . **Post shall be Dark Green. Color to be approved by City representative in advance of installation.**

## NET TENSION SYSTEM

- B. Nets shall be a polypropylene netting system with three millimeter (3mm) black braided thickness. Each net must be accompanied by a two inch (2") wide white nylon center strap with adjustable swivel hook. One center strap anchor shall be installed for each court.

### **2.2 CONCRETE**

- A. 3500 PSI Concrete Footing

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Do not install net tension system until leveling course has been installed.

### **3.2. INSTALLATION**

- A. Net tension system post foundations shall not be less than fifteen inches (15") in diameter at the top, not less than thirty-six (36") in diameter at the bottom and not less than forty-eight inches (48") deep. Posts shall be set per drawing for Pickleball. Posts and sleeves shall be located where indicated on the drawings or details. Posts shall be set plumb and true so as to support the net at a height of thirty-six inches (36") above the court surface at each post. Center strap anchors shall be positioned as shown on the details as set in concrete footings as shown on the drawings and/or details.

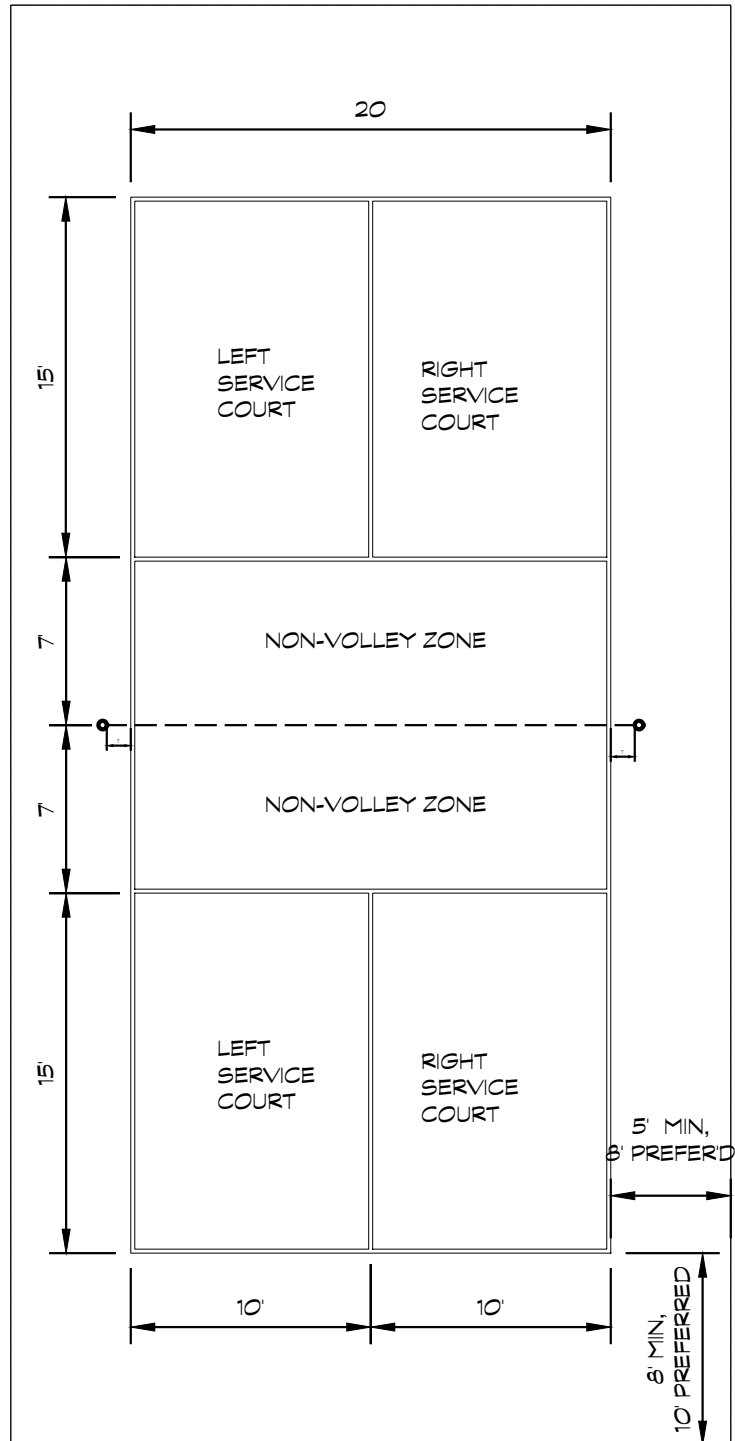
### **3.3 CLEAN UP AND DISPOSAL**

- A. Remove from the site all equipment, materials, and debris resulting from construction work including this section. Leave work area neat and clean and in a condition acceptable by the the City of Birmingham. All work shall be complete, ready for use, at the time of final acceptance.

## **END OF SECTION**







## PICKLEBALL COURT LAYOUT

NTS

## LAWN RESTORATION

### GENERAL LAWN RESTORATION

#### PART 1 - GENERAL

- A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.
- B. Contractors shall seed and fertilize all areas disturbed during construction and not otherwise developed. Seed shall be new crop, cleaned, and comprising of the following varieties

Seed Variety	Proportion by Weight	Purity	Germination
Banff Kentucky Bluegrass	20%	98%	85%
Merit Kentucky Bluegrass	20%	98%	85%
Touchdown Kentucky Bluegrass	20%	98%	85%
Touchdown Kentucky Bluegrass	20%	98%	90%
Victory Fescue	20%	98%	85%

C. Commercial Fertilizer

(1) Fertilizer shall be uniform in composition, free-flowing and suitable for application with approved spreader, granular or pelleted with 50 percent (50%) of total nitrogen derived from natural organic material in a slowly available form, delivered in original unopened containers with the analysis, type and trade name attached to each container. The composition shall be:

(2) Pre-plant Fertilizer composition shall be:

5% Nitrogen (N)  
10% Phosphoric Acid (P<sub>2</sub>O<sub>5</sub>)  
5% Potash (K<sub>2</sub>O)

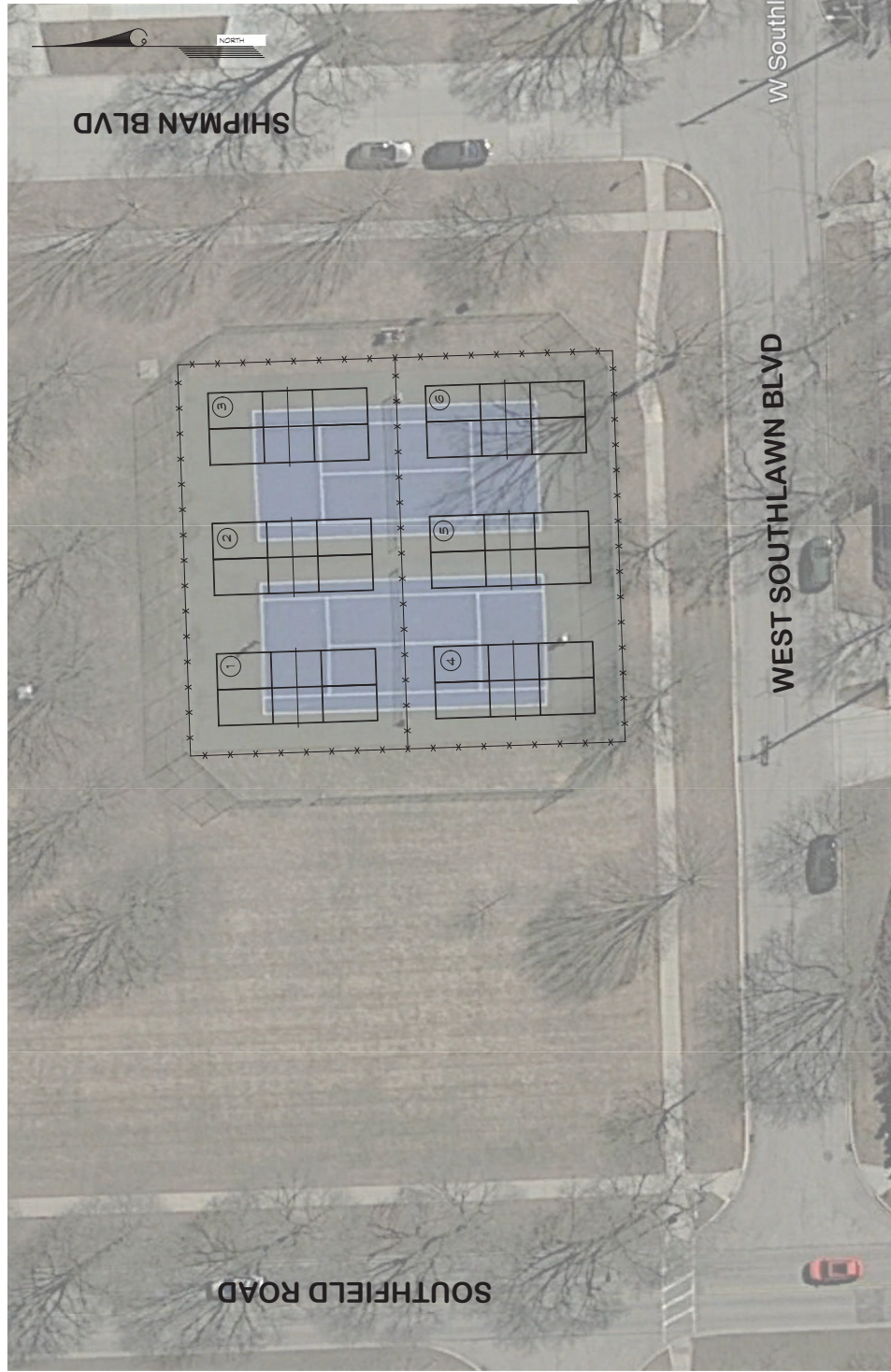
#### PART 2.- EXECUTION

- A. Protect existing underground improvements from damage.
- B. Remove all foreign materials, plants, roots, stones, and debris larger than 1" in any dimension from site. Do not bury foreign material.

## LAWN RESTORATION

- C. Loosen soil to a depth of four inches (4") in lawn areas by approved method of scarification and grade to remove ridges and depressions. Remove all stones or foreign matter from top two inches (2") of soil.
- D. Seed and fertilizer should be distributed evenly and meet professional landscape standards. A layer of straw should also be used to protect the seed from erosion.
- E. Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls and elevations shown on plans. Roll, scarify, rake and level as necessary to obtain true, even lawn surfaces. All finish grades shall meet approval of the Owner.

**END OF SECTION**



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PROJECT: CRESTVIEW PARK  
PICKLEBALL COURTS - CONVERSION

OWNER: City of Birmingham  
Parks & Recreation Department



FORESTIE DESIGN, INC.  
ARCHITECTS & PLANNERS  
1000 17TH AVENUE, SUITE 100  
BIRMINGHAM, AL 35203  
205.988.0000  
WWW.FORESTIEDESIGN.COM


DRAWN BY: BSL  
NOT TO SCALE  
DATE: 10-25-2021  
L1.01 C

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**Crestview Park Pickleball Courts**

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In submitting this proposal, as herein described, the Contractor 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.

JAKE VAUGHN	7/13/2022
<b>PREPARED BY</b> (Print Name)	<b>DATE</b>
PRESIDENT	7/13/2022
<b>TITLE</b>	<b>DATE</b>
	JAKE@GODDARDCOATINGS.COM
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
GODDARD COATINGS COMPANY	
<b>COMPANY</b>	
490 S OPDYKE RD, PONTIAC, MI 48341	(248) 393-6320
<b>ADDRESS</b>	<b>PHONE</b>
N/A	
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
N/A	
<b>ADDRESS</b>	

**ATTACHMENT C - COST PROPOSAL**  
**Crestview Park Pickleball Courts**

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

*Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)*

<b>COST PROPOSAL</b>	
<b>ITEM</b>	<b>BID AMOUNT</b>
General Items (i.e. demo, site preparation, restoration)	\$ 2,200.00
Crack Repair: measure and fill out linear footage of needed repairs:  <u>240</u> ft of failing system  <u>425</u> ft new cracks  All items related to crack repair	\$ 15,150.00
New acrylic coating color system	\$ 14,700.00
Pickleball court complete facility (6 courts) including posts, nets, anchors, straps and markings	\$ 18,000.00
Fencing and Gate	\$ 13,700.00
Miscellaneous: Any other items not listed above. Detail below or attach:	\$ N/A
<b>TOTAL BID AMOUNT</b>	<b>\$ 63,750.00</b>
<b>ALTERNATE (add)</b> Acoustic Fencing- all costs related Provide detailed specifications (attach)	N/A
<b>TOTAL BID + ALTERNATE</b>	<b>\$ N/A</b>

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**Crestview Park Pickleball Courts**

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Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

JAKE VAUGHN	7/13/2022
<b>PREPARED BY</b> (Print Name)	<b>DATE</b>
PRESIDENT	7/13/2022
<b>TITLE</b>	<b>DATE</b>
	JAKE@GODDARDCOATINGS.COM
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
GODDARD COATINGS COMPANY	
<b>COMPANY</b>	
490 S OPDYKE RD, PONTIAC, MI 48341	(248) 393-6320
<b>ADDRESS</b>	<b>PHONE</b>
N/A	
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
N/A	
<b>ADDRESS</b>	
38-1462603	
<b>TAXPAYER I.D.#</b>	

**ATTACHMENT E – SITE VISIT**  
**Crestview Park Pickleball Courts**

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In order to the bid to be considered valid, a site visit to Crestview Park is required.

**SITE VISIT**

☒

Our company visited the job site

Date of visit: 04/26/2022

☐

Our company did not visit the job site

**Reason:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Insert Length of Crack Repair needed on Cost Proposal.**



**ATTACHMENT F – COMPLETION DATE**  
**Crestview Park Pickleball Courts**

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**COMPLETION DATE: September 30, 2022**

A work schedule shall be provided to the Designated City Representative. The work schedule shall be approved by the Designated City Representative prior to the start of the work. His decision as to acceptability shall be deemed in the City of Birmingham's best interest. The City of Birmingham is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notified to start work.

It is mandatory that the entire project is completed on or before September 30, 2022.

( x ) Our company can meet the completion date. FOR FENCING ONLY

( x ) Our company cannot meet the completion date but offers:

WE CANNOT GUARANTEE THE REST OF THE SCOPE OF WORK (OTHER THAN FENCING)  
TO MEET THE COMPLETION DATE BUT WILL DO OUR BEST TO MEET SUCH DEADLINE:

The reason our company cannot complete the work as required is as follows:

CURRENT BACKLOG / COMMITTED SCHEDULES

---

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Company Name: GODDARD COATINGS COMPANY



The information contained in this package is presented by a member of the American Sports Builders Association (ASBA), the trade organization of sports facility professionals. The organization is made up of designers, builders and suppliers of materials used in the construction of tennis courts, running tracks, synthetic turf fields and indoor and outdoor synthetic sports surfaces.

Founded in 1965 as the U.S. Tennis Court & Track Builders Association, ASBA impresses upon its members the importance of maintaining industry standards to ensure that consumers receive the highest possible level of service, and consequently, the best possible facility, whether it is used at the personal, recreational, training or competitive level. It is the philosophy of the ASBA and its members that a well-built sports facility increases the enjoyment of the sport, provides the right environment for better performance, and serves to attract new enthusiasts.

The Association publishes construction guidelines for sports facilities; these guidelines, used by contractors around the world, have long been recognized and respected. They cover all aspects of design and construction, from orientation to soil stability, to sub-base and base construction, and from surfaces to accessories and amenities.

The Association encourages excellence among its members; it promotes its guidelines, sponsors annual awards programs to recognize outstanding design and construction work, holds meetings to educate members on new products and methods in the industry, publishes newsletters and maintains an active program that allows members to answer the public's questions. The Association also offers a very challenging professional certification program and designation for its members. We encourage the public to call at any time to verify the membership of any potential designer, contractor or supplier.

Only members of the American Sports Builders Association are allowed to use the collective membership mark of the Association, and prospective consumers within the sports facility industry are encouraged to seek out those who uphold its standards. (The Association also has a strong consumer education component and supplies information to those considering a construction or resurfacing project).

Membership in the American Sports Builders Association is renewed annually. All members are listed on the Association's website, as well as in its annual directory. Members are classified into different divisions, according to what they do: Builder members are contractors who do actual construction, surfacing, etc. Professionals are architects, engineers and others who provide licensed design services. Associates and Affiliates supply or install materials or products. Ancillary members are those who, while not necessarily involved in construction, provide services to the industry, such as trade publications, trade associations for related industries, consultants and others. Life and Honorary members are chosen by the Board of Directors because of their various contributions to the industry and to the Association. For some members (Builders, Associates and Affiliates), an applicant for membership must have been in business for two or more years. If this is not the case, the applicant may become a Provisional member, which is a temporary state until the two-year minimum has been reached.

Membership in ASBA reflects a commitment to excellence, as well as to the industry itself. As the recipient of a bid package from one of our members, the ASBA would like to offer its services to you. Should you have any questions about the industry, or about any technical matters, you are invited to call our office at 866-501-ASBA (2722) or 512-858-9890, or visit our website at [www.sportsbuilders.org](http://www.sportsbuilders.org). We will do our best to help you.

**Goddard Coatings Company**

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*Member, ASBA*

## Goddard Coatings Tennis/Basketball Courts: Recent Installations

Contacts available upon request

Year	Amt of Courts - Project Name	Location (City, State)	Description
	<i>A 'P' placed after the amt of courts indicates Pickleball Courts, BB indicates basketball</i>		<i>An asterisk (*) placed before 'Multiple repairs' indicates the repairs include the Membrane system Repair System</i>
2021	BB – AA Leslie Park	Ann Arbor, MI	Color surfacing, & striping
2021	2BB – AA Southeast Area Park	Ann Arbor, MI	Color surfacing, & striping
2021	4 - Beverly Hills Athletic Club	Beverly Hills, MI	*Multiple Repairs, Color surfacing, & striping
2021	1P – Brinston Park	Troy, MI	Striping only (on existing tennis)
2021	1,3P,2BB-Chesterfield-Bradenburg Pk	New Baltimore, MI	Color surfacing, & striping
2021	4P – Clarkston Junior High School	Clarkston, MI	Striping only (on existing tennis)
2021	15 – Culver Academy	Culver, IN	*Multiple Repairs, Color surfacing, & striping
2021	2 - Deer Lake Athletic Club	Clarkston, MI	*Multiple Repairs, Color surfacing, & striping
2021	2P – Detroit Golf Club	Highland Park, MI	Striping only (on existing tennis)
2021	10 – Dexter High School	Dexter, MI	Sawcut, color surfacing, & striping
2021	3 – Eisenhower High School	Shelby Twp, MI	Color surfacing & striping (middle set)
2021	2 – Eisenhower High School	Shelby Twp, MI	Multiple repairs and touch up only (south set)
2021	2 – Fairlane Apartments	Dearborn, MI	Color surfacing, & striping
2021	8 – Fitzgerald Chatterton M.S.	Warren, MI	Sawcut, color surfacing, & striping
2021	1P – Gables of Troy	Troy, MI	Color surfacing, & striping
2021	2BB – Genoa Twp Park	Brighton, MI	Color surfacing, & striping
2021	2 SE – Georgetown Country Club	Ann Arbor, MI	Multiple Repairs, Color surfacing, & striping
2021	2P SE – Georgetown Country Club	Ann Arbor, MI	Striping only (on existing tennis)
2021	2 NW – Georgetown Country Club	Ann Arbor, MI	Power washing only (northwest set of 2)
2021	4 – Great Oaks Country Club	Rochester, MI	Color surfacing, & striping
2021	2 – Kings Cove Condominiums	Rochester Hills, MI	Color surfacing, & striping
2021	2P – City of Lake Angelus	Lake Angelus, MI	Striping only (on existing tennis)
2021	8 - Lake Fenton High School	Lake Fenton, MI	Color surfacing, & striping
2021	8P - Lake Fenton High School	Lake Fenton, MI	Striping only (on existing tennis)
2021	8 – Lake Orion High School	Lake Orion, MI	*Multiple Repairs, Color surfacing, & striping
2021	Bike Path – Lakeshore Park	Novi, MI	Sealmaster Safe Ride color coatings & striping
2021	2P - Lk St Clair Metropark	Harrison Twp, MI	Color surfacing, & striping (conversion from TC)
2021	8 – Lamphere High School	Madison Heights, MI	Acrylic Crack Repair & touch up only
2021	2 – Latvian Center	Three Rivers, MI	Color surfacing, & striping
2021	BB – Marysville Municipal Park	Marysville, MI	Striping Only
2021	2, 4P – Meadowbrook C.C.	Northville, MI	Acrylic Crack Filler, color surfacing, & striping
2021	10 – Northville High School	Northville, MI	Sawcut, WipeOut, Color surfacing, & striping
2021	12 – Novi Middle School	Novi, MI	Sawcut, color surfacing, & striping
2021	1, 1P – Novi Ridge Apts	Novi, MI	Multiple Repairs, Color surfacing, & striping

2021	4P – Novi Wildlife Park	Novi, MI	Color surfacing, & striping
2021	2P – Osius Park	Grosse Pointe Shores, MI	Color surfacing, & striping
2021	2BB – Pistons Chandler Park	Detroit, MI	Color surfacing, & striping (Fila-Grant Hill BB)
2021	BB – Pistons 4 <sup>th</sup> Charlotte Park	Detroit, MI	Color surfacing, & striping
2021	BB – Pistons Lahser Clarita Park	Detroit, MI	Color surfacing, & striping
2021	4BB – Pistons Lasky Rec Center	Detroit, MI	Color surfacing, & striping
2021	BB – Pistons Perrien Park	Detroit, MI	Color surfacing, & striping
2021	3BB – Pistons Romanowski Park	Detroit, MI	Color surfacing, & striping
2021	BB – Pistons Sylvester Seyburn Pk	Detroit, MI	Color surfacing, & striping
2021	BB – Pistons Zussman Park	Detroit, MI	Color surfacing, & striping
2021	3 – Pointe aux Barques	Port Austin, MI	*Multiple Repairs, Color surfacing, & striping
2021	8 – Port Huron High School	Port Huron, MI	Acrylic Crack Filler, Color surfacing, & striping
2021	8 – Port Huron Northern H.S.	Port Huron, MI	Acrylic Crack Filler, Color surfacing, & striping
2021	4 – Red Run Golf Club	Royal Oak, MI	Multiple repairs and touch up only
2021	2 – Rochester Club	Rochester Hills, MI	*Multiple Repairs, Color surfacing, & striping
2021	2,8P,2BB– Roch. Hills Borden Park	Rochester Hills, MI	Color surfacing, & striping
2021	1, 1BB – Sterling Hts Carpathia Pk	Sterling Heights, MI	Multiple Repairs, Color surfacing, & striping
2021	8 – University of Detroit Mercy	Detroit, MI	*Multiple Repairs and touch up surfacing
2021	BB – Warren Miller Park	Warren, MI	Color surfacing, & striping
2021	3 – Wessen Indoor Tennis Club	Pontiac, MI	Color surfacing, & striping
2021	8P – Wessen Indoor Tennis Club	Pontiac, MI	Striping only (on existing tennis)
2021	2P–W. Bloomfield Keith Sports Pk	West Bloomfield, MI	Striping only (on existing tennis)
2021	2, BB, 4P–Wixom Gilbert-Willis Park	Wixom, MI	Multiple Repairs, Color surfacing, & striping
2021	1 – Woodlands on Glibert Lake	Bloomfield Twp, MI	*Multiple Repairs and touch up surfacing
2020	2 – Aldingbrooke Apartments	West Bloomfield, MI	Multiple Repairs, Color surfacing, & striping
2020	2 - Algonac High School	Algonac, MI	*Multiple Repairs, Color surfacing, & striping
2020	3 – Auburn Hills Civic Center	Auburn Hills	Color surfacing, & striping
2020	2 - Birmingham Pembroke Park	Birmingham, MI	*Multiple Repairs, Color surfacing, & striping
2020	2 – Birmingham Poppleton Park	Birmingham, MI	*Multiple Repairs, Color surfacing, & striping
2020	4 – Clare-Brookwood Park	Clare, MI	*Multiple Repairs, Color surfacing, & striping
2020	8 – Clarkston High School	Clarkston, MI	*Multiple Repairs, Color surfacing, & striping
2020	BB – Central Mich. University	Mt Pleasant, MI	Color surfacing, & striping
2020	4 – Cranbrook Swim Club	Southfield, MI	Color surfacing, & striping
2020	10 – Detroit Country Day	Beverly Hills, MI	Color surfacing, & striping
2020	1BB, 3P – E China Twp Park	East China Twp, MI	*Multiple Repairs & touch up color surfacing
2020	5, 10PB – Farm. Hills Country Club	Farmington Hills, MI	Color surfacing, & striping
2020	1, 1BB - Fraser Pompo Park	Fraser, MI	Multiple Repairs, Color surfacing, & striping
2020	4 – Fraser Steffens Park	Fraser, MI	Multiple Repairs, Color surfacing, & striping
2020	BB – Georgia St Park	Detroit, MI	Color surfacing, & striping
2020	2P – Imlay City Park	Imlay City, MI	Color surfacing, & striping
2020	BB, 3P – Krainz Park	Detroit, MI	Color surfacing, & striping

2020	3 – City of Lake Angelus	Lake Angelus, MI	*Multiple Repairs, Color surfacing, & striping
2020	1PB – Lake St Clair Metropark	Harrison Twp, MI	Striping Only
2020	4, 6P – Bicentennial Park	Livonia, MI	Color surfacing, & striping
2020	6 – Lowell Middle School	Lowell, MI	Color surfacing, & striping
2020	2, 4P – Meadowbrook C.C.	Northville, MI	Acrylic Crack Filler, color surfacing, & striping
2020	4 – Mt Morris High School	Mt Morris, MI	*Multiple Repairs, Color surfacing, & striping
2020	3 – Muirwood Apartments	Farmington Hills, MI	Multiple Repairs, Color surfacing, & striping
2020	PB – Northville Township	Northville Twp, MI	Striping Only
2020	BB – Orchard Lake St Mary's Prep	Orchard Lake, MI	Striping Only w/ logo
2020	BB – Polo Fields Golf Club	Ann Arbor, MI	Removal of tiles, striping
2020	4 – Red Run Golf Club	Royal Oak, MI	*Multiple Repairs & touch up color surfacing
2020	2 – River Oaks Apartments	Rochester Hills, MI	*Multiple Repairs, Color surfacing, & striping
2020	BB – Riverview Young Patriots Pk	Riverview, MI	Color surfacing, & striping
2020	3P – Riverview Vreeland Park	Riverview, MI	Color surfacing, & striping
2020	4 – Rochester Municipal Park	Rochester, MI	*Multiple Repairs, Color surfacing, & striping
2020	2 – Rouge Pk (Brennan Rec Area)	Detroit, MI	Color surfacing, & striping
2020	6, 1BB – Stoepel No. 1 Park	Detroit, MI	Color surfacing, & striping
2020	BB – Sterling Hts Farmstead Pk	Sterling Heights, MI	Color surfacing, & striping
2020	3 – Trenton Arthurs M.S.	Trenton, MI	WipeOut Stain Bloc, Color surfacing, & striping
2020	1, 1P – Troy Brinston Park	Troy, MI	Color surfacing, & striping
2020	8 – Utica Eisenhower High School	Utica, MI	Color surfacing, & striping
2020	6 – Utica Stevenson High School	Utica, MI	Color surfacing, & striping
2020	3, BB – VanAntwerp Park	Detroit, MI	*Multiple Repairs, Color surfacing, & striping
2020	2, 4PB – Van Buren Twp Park	Van Buren Township, MI	Color surfacing, & striping
2020	12 – Vicksburg High School	Vicksburg, MI	Multiple Repairs, Color surfacing, & striping
2020	2 – Woodbrooke Hills Swim Club	Farmington Hills, MI	*Multiple Repairs, Color surfacing, & striping
2019	8 - Anchor Bay High School	New Baltimore, MI	*Multiple Repairs, Color surfacing, & striping
2019	6 – Anchor Bay M.S. South	New Baltimore, MI	Acrylic Crack Filler, color surfacing, & striping
2019	3 – Ann Arbor Tappan M.S.	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping
2019	1 – Ann Arbor A2 Open MS/HS	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping
2019	1, 4P – Bakersfield Park	Port Huron Twp, MI	Saw-cuts, Color surfacing, & striping
2019	8 – Bay Community Tennis Assoc.	Bay City, MI	Color surfacing, & striping
2019	6 – Berkley Community Center	Berkley, MI	*Multiple Repairs & touch up color surfacing
2019	2 – Briar Cove Apartments	Ann Arbor, MI	Membrane system, Color surfacing, & striping
2019	2 – Central Park Condominiums	Canton, MI	*Multiple Repairs & touch up color surfacing
2019	1, 4P – Clintonwood Park	Clarkston, MI	Striping Only
2019	6P – Compton Park	Livonia, MI	Saw-cuts, Color surfacing, & striping
2019	12 – Culver Academy	Culver, IN	Membrane system & touch up color surfacing
2019	10 – Davison High School	Davison, MI	*Multiple Repairs & touch up color surfacing
2019	10 – Grand Blanc High School	Grand Blanc, MI	*Multiple Repairs, Color surfacing, & striping
2019	1BB, 1 Hockey – Grieg Park	St Clair, MI	Membrane system & touch up color surfacing



2019	2 – Grosse Ile Country Club	Grosse Ile, MI	*Multiple Repairs, Color surfacing, & striping
2019	3 – Harbor Beach Resort	Harbor Beach, MI	*Multiple Repairs, Color surfacing, & striping
2019	8 – Hartland High School	Hartland, MI	Membrane system & touch up color surfacing
2019	12 – Holly High School	Holly, MI	Acrylic Crack Filler & touch up color surfacing
2019	BB – Robinson Park	Ionia, MI	Multiple Repairs, Color surfacing, & striping
2019	BB – Camp Tamarack	Holly, MI	Multiple Repairs, Color surfacing, & striping
2019	2 – Knollwood Apartments	Grand Blanc, MI	Multiple Repairs, Color surfacing, & striping
2019	8 – Lakeview High School	Battle Creek, MI	*Multiple Repairs, Color surfacing, & striping
2019	4 – Life Time Fitness (Outdoor)	Rochester Hills, MI	Membrane system, Color surfacing, & striping
2019	10 – Livonia Stevenson H.S.	Livonia, MI	Acrylic Crack Filler & touch up color surfacing
2019	2BB – Maheras Gentry Park	Detroit, MI	Color surfacing, & striping
2019	5 – Marian High School	Bloomfield Hills, MI	Membrane system & touch up color surfacing
2019	2 – Meadowbrook Country Club	Northville, MI	Acrylic Crack Filler, color surfacing, & striping
2019	2 - Newport West Condominiums	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping
2019	2 – Novi Community Sports Park	Novi, MI	*Multiple Repairs, Color surfacing, & striping
2019	2 – Novi Rotary Park	Novi, MI	*Multiple Repairs, Color surfacing, & striping
2019	8 – Owosso High School	Owosso, MI	Multiple Repairs & touch up color surfacing
2019	8 – Oxford High School	Oxford, MI	Membrane system & touch up color surfacing
2019	12 – Palmer Park	Detroit, MI	Color surfacing, & striping
2019	BB – Pistons Dequindre-Grixdale	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2019	BB – Pistons Optimist Stout Park	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2019	BB – Pistons Algonquin-Goethe	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2019	3BB – Pistons Butzel Park	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2019	BB – Pistons Kelley Park	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2019	2BB – Pistons O’Hair Park	Detroit, MI	Color surfacing, & striping
2019	BB – Pistons Palmer Park	Detroit, MI	Striping Only
2019	BB – Pistons Piwok Park	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2019	BB – Pistons Tolan Playfield	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2019	2BB – Pistons VanAntwerp Park	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2019	BB – Pontiac Harrison Park	Pontiac, MI	Multiple Repairs, Color surfacing, & striping
2019	2BB – Pontiac Oakland Park	Pontiac, MI	Multiple Repairs, Color surfacing, & striping
2019	BB, 2P – Port Huron 16 <sup>th</sup> St Park	Port Huron, MI	Multiple Repairs, Color surfacing, & striping
2019	BB – Port Huron Optimist Park	Port Huron, MI	Multiple Repairs, Color surfacing, & striping
2019	BB – Port Huron Sanborn Park	Port Huron, MI	Multiple Repairs, Color surfacing, & striping
2019	6 – Port Huron Sanborn Park	Port huron, MI	*Multiple Repairs, Color surfacing, & striping
2019	Playground – Ridgewood Elem.	Northville, MI	Striping Only
2019	8 – Rochester High School	Rochester, MI	*Multiple Repairs, Color surfacing, & striping
2019	8 – Romeo High School	Romeo, MI	Membrane system & touch up color surfacing
2019	2 – Scarlett Middle School	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping
2019	8 – Scranton Middle School	Brighton, MI	Multiple Repairs & touch up color surfacing
2019	5P – Sky Fitness	Chicago, IL	Deco Turf Cushion, Color surfacing, & striping
2019	1, 2P – Sterling Hts. Avis Park	Sterling Heights, MI	Color surfacing, & striping

2019	3P – Sterling Hts. College Park	Sterling Heights, MI	Color surfacing, & striping
2019	6 – Utica High School	Utica, MI	Multiple Repairs, Color surfacing, & striping
2019	8 – Warren Sterling Hts H.S.	Sterling Heights, MI	Stain Bloc & Acrylic Resurfacer (2 coats each)
2019	2, 6P – Washington Twp Park	Washington, MI	Color surfacing, & striping
2019	2 (East set) – Woodbrooke Hills	Farmington Hills, MI	Acrylic Crack Filler and touch up color surfacing
2019	2P, 2Shuffle – Woodhaven Civic Center Park	Woodhaven, MI	*Multiple Repairs, Color surfacing, & striping
2018	6P - Ann Arbor Parks	Ann Arbor, MI	Color surfacing, & striping
2018	2 – Ann Arbor Forsythe M.S.	Ann Arbor, MI	Color surfacing, & striping
2018	5 – Ann Arbor Huron High School	Ann Arbor, MI	Color surfacing, & striping
2018	3 – Ann Arbor Huron High School	Ann Arbor, MI	Membrane system, Color surfacing, & striping
2018	12 – Ann Arbor Pioneer H.S.	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping
2018	8 – Ann Arbor Skyline High School	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping
2018	8 – Armada High School	Armada, MI	Saw-cuts, Color surfacing, & striping
2018	2 – Beacon Hill Apartments	Auburn Hills, MI	Color surfacing, & striping
2018	8 – Brandon High School	Ortonville, MI	Acrylic Crack Filler and touch up color surfacing
2018	8 – Clarkston High School	Clarkston, MI	Membrane system and touch up color surfacing
2018	6 – Clawson Middle School	Clawson, MI	Stain Blocker, Color surfacing, & striping
2018	2 – Coleman Young Park	Detroit, MI	Color surfacing, & striping
2018	15 – Culver Academy	Culver, IN	Membrane system and touch up color surfacing
2018	1BB – Detroit Collins Playground	Detroit, MI	Color surfacing, & striping
2018	4 – Detroit Lafayette Park	Detroit, MI	Color surfacing, & striping
2018	1BB – Det. Syracuse Playground	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2018	1BB – Detroit Yates Park	Detroit, MI	Color surfacing, & striping
2018	1.5BB – Det Pistons Bennett Park	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2018	2BB – Det Pistons Rouge Pk North	Detroit, MI	Color surfacing, & striping
2018	2BB- Detroit Pistons Littlefield Pk	Detroit, MI	Color surfacing, & striping
2018	8 – Farmington High School	Farmington, MI	*Multiple Repairs, Color surfacing, & striping
2018	5 – Fish Hatchery Park	Northville, MI	Membrane system and touch up color surfacing
2018	2P – FOP Park	Wyandotte, MI	Color surfacing, & striping
2018	6 – Ford Woods Park	Dearborn, MI	Saw-cuts, Color surfacing, & striping
2018	1P – 400 on the Lake Condos	Harrison Twp, MI	*Multiple Repairs, Color surfacing, & striping
2018	8 – Frankenmuth High School	Frankenmuth, MI	Membrane system, Color surfacing, & striping
2018	7 – Franklin High School	Livonia, MI	Acrylic Crack Filler and touch up color surfacing
2018	8 – Fraser High School	Fraser, MI	*Multiple Repairs, Color surfacing, & striping
2018	7 – Garden City High School	Garden City, MI	Multiple Repairs, Color surfacing, & striping
2018	4P – Hartland Community Center	Hartland, MI	Color surfacing (kitchen only), & striping
2018	1BB – Howarth Park	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2018	4 – Huron High School	New Boston, MI	*Multiple Repairs, Color surfacing, & striping
2018	2, 2BB, 2P – Kyte Monroe Park	St Clair Shores, MI	Multiple Repairs, Color surfacing, & striping
2018	2 – Laurel Gardens Condos	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping

2018	4, 1BB – Liberty Athletic Club	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping
2018	6 – Lincoln Park High School	Lincoln Park, MI	*Multiple Repairs, Color surfacing, & striping
2018	10 – Livonia Stevenson H.S.	Livonia, MI	Multiple Repairs and touch up color surfacing
2018	8 – Marysville High School	Marysville, MI	*Multiple Repairs, Color surfacing, & striping
2018	3 – Meadowbrook Country Club	Northville, MI	2-coat color surfacing, & striping
2018	Meadowview Playground	Sinclair, MI	Striping Only
2018	4 – Muirwood Apartments	Farmington Hills, MI	Acrylic Crack Filler and touch up color surfacing
2018	10 – N Farmington High School	Farmington Hills, MI	*Multiple Repairs, Color surfacing, & striping
2018	O'Shea Park	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2018	4 – Osius Park	Grosse Pointe, MI	Color surfacing, & striping
2018	3, 2BB – Pontiac High School	Pontiac, MI	Color surfacing, & striping
2018	2BB – Pontiac WHRC Elementary	Pontiac, MI	Color surfacing, & striping
2018	2BB – Pontiac Whitman Elem.	Pontiac, MI	Color surfacing, & striping
2018	8 – Rochester Adams High School	Rochester, MI	Saw-cuts, Color surfacing, & striping
2018	2 – Saddle Creek Apartments	Novi, MI	Membrane system and touch up color surfacing
2018	6P – Towner Rd Park	Meridian Twp, MI	Multiple Repairs, Color surfacing, & striping
2018	8 – Troy Racquet Club	Troy, MI	Color surfacing, & striping
2018	2 – Village of Beverly Hills	Beverly Hills, MI	*Multiple Repairs, Color surfacing, & striping
2018	8 – Warren Cousino High School	Warren, MI	Saw-cuts
2018	8 – Warren Mott High School	Warren, MI	Saw-cuts
2018	1 – Whethersfield Apartments	Bloomfield Hills, MI	Multiple Repairs and touch up color surfacing
2017	8 – Anderson High School	Southgate, MI	Color surfacing, & striping
2017	8 – Boulan Park	Troy, MI	Acrylic Crack Filler and touch up color surfacing
2017	8 – Bullock Creek High School	Midland, MI	Sawcuts, Color surfacing, & striping
2017	1 – Center Line Memorial Park	Center Line, MI	Multiple Repairs, Color surfacing, & striping
2017	2 – Central Park Condominiums	Canton, MI	Membrane system and touch up color surfacing
2017	9 – Churchill High School	Livonia, MI	Sawcuts, Color surfacing, & striping
2017	4 – Clarkston Junior High School	Clarkston, MI	Membrane system and touch up color surfacing
2017	1P – Clawson City Park	Clawson, MI	Striping Only
2017	2 – Cobblestone Preserves	Howell, MI	*Multiple Repairs, Color surfacing, & striping
2017	1 – Covenant House	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2017	4 – Creasy Bicentennial Park	Grand Blanc, MI	Color surfacing, & striping
2017	4 – Creekside of Rochester	Rochester, MI	Color surfacing, & striping
2017	12 – Culver Academy	Culver, IN	Membrane system and touch up color surfacing
2017	10 – Detroit Parks / Playgrounds	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2017	2 – Diamond Forest Apartments	Farmington Hills, MI	Membrane system, Color surfacing, & striping
2017	1 – Fairmont Park Apartments	Farmington Hills, MI	Membrane system and touch up color surfacing
2017	12 – Flushing High School	Flushing, MI	Membrane system and touch up color surfacing
2017	3 – Gainsborough Park	Pleasant Ridge, MI	*Multiple Repairs, Color surfacing, & striping
2017	Safety Town – Garbutt Park	Ferndale, MI	Color surfacing, & striping
2017	4 – Glencoe Apartments	Ann Arbor, MI	Multiple Repairs, Color surfacing, & striping



2017	8 – Grosse Ile High School	Grosse Ile, MI	Saw-cuts, Color surfacing, & striping
2017	4 – Hartland Community Center	Hartland, MI	Membrane system and touch up color surfacing
2017	5 – Huron Valley Tennis Club	Ann Arbor, MI	Saw-cuts, Color surfacing, & striping
2017	8 – Imlay City High School	Imlay City, MI	Membrane system and touch up color surfacing
2017	2 – Jesse Decker Park	Orion Twp, MI	Acrylic Crack Filler, Color surfacing, & striping
2017	5 – Kemeny Park	Detroit, MI	Color surfacing, & striping
2017	5 – Kokosing Industries	Toledo, OH	Striping Only
2017	3P – Lake St Clair Metropark	Harrison Twp, MI	Color surfacing, & striping
2017	2 – Meadowbrook Country Club	Northville, MI	2-coat color surfacing, & striping
2017	2 – Parkland Park	Dearborn Heights, MI	Membrane system, Color surfacing, & striping
2017	Pearson Elementary Walkway	South Lyon, MI	Color surfacing, & striping
2017	7 – Pontiac Elementary Schools	Pontiac, MI	Color surfacing, & striping
2017	8 – Port Huron High School	Port Huron, MI	Color surfacing, & striping
2017	8 – Port Huron Northern H.S.	Port Huron, MI	Color surfacing, & striping
2017	4 – Red Run Golf Club	Royal Oak, MI	Membrane system and touch up color surfacing
2017	1 – Riverside Park	Detroit, MI	Color surfacing, & striping
2017	8 – Sacred Heart Academy	Bloomfield, MI	Color surfacing, & striping
2017	1 – Shirley Willard St Park	Pontiac, MI	Color surfacing, & striping
2017	2 – Silver Creek Masters	Oakland Twp, MI	Multiple Repairs, Color surfacing, & striping
2017	5 – South Lake High School	St Clair Shores, MI	Color surfacing, & striping
2017	2 – St James Park	Birmingham, MI	Membrane system and touch up color surfacing
2017	8 – Stoney Creek High School	Rochester, MI	Membrane system and touch up color surfacing
2017	3 – City of Tawas	Tawas City, MI	Striping Only
2017	8 – Troy Racquet Club	Troy, MI	Color surfacing
2017	1 – Village Green of Farm. Hills	Farmington Hills, MI	Multiple Repairs, Color surfacing, & striping
2017	8 – Warren Cousino High School	Warren, MI	Color surfacing, & striping
2017	8 – Warren Mott High School	Warren, MI	Color surfacing, & striping
2017	8 – Warren Sterling Heights H.S.	Sterling Heights, MI	Color surfacing, & striping
2017	8 – Warren Woods Tower H.S.	Warren, MI	Color surfacing, & striping
2016	6 – Armada High School	Armada, MI	*Multiple Repairs, Color surfacing, & striping
2016	4 – Beverly Hills Athletic Club	Beverly Hills, MI	Acrylic Crack Filler and touch up color surfacing
2016	8 – Brandon High School	Ortonville, MI	*Multiple Repairs and touch up color surfacing
2016	1 – Briarwood Apartments	Waterford, MI	Acrylic Crack Filler, Color surfacing, & striping
2016	4 – Chippewa Club (Upper Courts)	Ypsilanti, MI	*Multiple Repairs, Color surfacing, & striping
2016	6P – Clinton Twp Senior Center	Clinton Twp, MI	Color surfacing, & striping
2016	15 – Culver Academy	Culver, IN	Membrane system and touch up color surfacing
2016	8 – Dearborn Edsel Ford High School	Dearborn, MI	*Multiple Repairs, Color surfacing, & striping
2016	6P – Delta Mills Park	Delta Twp, MI	*Multiple Repairs, Color surfacing, & striping
2016	3 – Dondero Park	Royal Oak, MI	Acrylic Crack Filler, Color surfacing, & striping
2016	8 – Dow High School	Midland, MI	*Multiple Repairs and touch up color surfacing
2016	6P+1 – East China Twp Park	East China, MI	Membrane system, Color surfacing, & striping



2016	6 – Ferndale High School	Ferndale, MI	Acrylic Crack Filler and touch up color surfacing
2016	6 – Fraser High School	Fraser, MI	Membrane system and touch up color surfacing
2016	3 – Gainsboro Park	Pleasant Ridge, MI	Membrane system, Color surfacing, & striping
2016	4 – Gilbert Willis Park	Wixom, MI	Acrylic Crack Filler, Color surfacing, & striping
2016	2.5 – Gunner Mettala Park	Wixom, MI	Acrylic Crack Filler, Color surfacing, & striping
2016	3 – Harbor Beach Resort	Harbor Beach, MI	Membrane system and touch up color surfacing
2016	1 – Hawthorn Glade Metro Park	Belleville, MI	Membrane system, Color surfacing, & striping
2016	8 – Hemlock High School	Hemlock, MI	Membrane system and touch up color surfacing
2016	2 – Hidden Lakes Apartments	Clarkston, MI	Acrylic Crack Filler, Color surfacing, & striping
2016	1P – 11 Mile-Huntington Park	Huntington Woods, MI	Multiple Repairs, Color surfacing, & striping
2016	5 – Huron Valley Tennis Club	Ann Arbor, MI	Multiple Repairs, Color surfacing, & striping
2016	8 – Imlay City High School	Imlay City, MI	Membrane system and touch up color surfacing
2016	8 – John Glenn High School	Bay City, MI	Acrylic Crack Filler and touch up color surfacing
2016	2 – Lakeside Terrace Apartments	Sterling Heights, MI	Multiple Repairs, Color surfacing, & striping
2016	8 – L’Anse Creuse High School	Harrison Twp, MI	Membrane system, Color surfacing, & striping
2016	3 – Marian High School (New)	Bloomfield Hills, MI	Color surfacing, & striping
2016	5 – Marian High School (Existing)	Bloomfield Hills, MI	Multiple Repairs, Color surfacing, & striping
2016	7 – Marine City High School	Marine City, MI	Acrylic Crack Filler and touch up color surfacing
2016	6 – Marshall High School	Marshall, MI	Membrane system and touch up color surfacing
2016	2 – Meadowbrook Country Club	Northville, MI	Acrylic Crack Filler, Color surfacing, & striping
2016	4 – Millenium Middle School	South Lyon, MI	Membrane system, Color surfacing, & striping
2016	2 – Northridge Meadows Apts.	Northville, MI	Multiple Repairs, Color surfacing, & striping
2016	6 – Notre Dame Preparatory	Pontiac, MI	Membrane system and touch up color surfacing
2016	3P – Olson Park	Saginaw, MI	Color surfacing to play areas only & striping
2016	2 – Parkview Village Apartments	Warren, MI	Multiple Repairs, Color surfacing, & striping
2016	2 – Polo Fields Golf/Country Club	Ann Arbor, MI	Color surfacing, & striping
2016	3 – Prestwick Village Golf Club	Highland, MI	*Multiple Repairs, Color surfacing, & striping
2016	4 – Red Run Golf Club	Royal Oak, MI	Membrane system and touch up color surfacing
2016	4P – Redwood Park	Troy, MI	Color surfacing, & striping
2016	4 – Rochester Municipal Park	Rochester, MI	Membrane system and touch up color surfacing
2016	8 – Roosevelt High School	Wyandotte, MI	Acrylic Crack Filler, Color surfacing, & striping
2016	2 – Rotary Park	Novi, MI	Striping Only
2016	8 – South Lyon East High School	South Lyon, MI	Membrane system, Color surfacing, & striping
2016	8 – South Lyon High School	South Lyon, MI	Membrane system and touch up color surfacing
2016	6 – Stevenson High School	Utica, MI	Membrane system and touch up color surfacing
2016	8 – Stoney Creek High School	Rochester Hills, MI	Membrane system, Color surfacing, & striping
2016	8 – Swartz Creek High School	Swartz Creek, MI	Membrane system and touch up color surfacing
2016	2 – Thornberry Apartments	West Bloomfield, MI	Acrylic Crack Filler, Color surfacing, & striping
2016	2 – Veteran’s Memorial Park	Harper Woods, MI	Membrane system and touch up color surfacing
2016	6 – Wessen Indoor Tennis Club	Pontiac, MI	Color surfacing, & striping
2015	2 – Aldingbrooke Apartments	West Bloomfield, MI	*Multiple Repairs, Color surfacing, & striping

2015	5 – Bicentennial Park	Byron Center, MI	Concrete stain, Color surfacing, & striping
2015	8 – Bloomfield Hills High School	Bloomfield Hills, MI	4-coat color surfacing & striping
2015	2 – Briar Cove Apartments	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping
2015	6 – Community Center Park	Berkley, MI	Acrylic Crack Filler and touch up color surfacing
2015	2 – Bridgewater Subdivision	Brownstown, MI	*Multiple Repairs, Color surfacing, & striping
2015	2 – Chelsea Park Subdivision	West Bloomfield, MI	Acrylic Crack Filler and touch up color surfacing
2015	4 – Chippewa Club (Lower Courts)	Ypsilanti, MI	*Multiple Repairs, Color surfacing, & striping
2015	2 – Citation Club	Farmington Hills, MI	*Multiple Repairs, Color surfacing, & striping
2015	1 – Clawson, City of	Clawson, MI	Color surfacing & striping
2015	6 – Clawson Middle School	Clawson, MI	Color surfacing & striping
2015	1 – Creekside of Farmington Hills	Farmington Hills, MI	Multiple Repairs, Color surfacing, & striping
2015	1 – Cultural Gardens	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2015	15 – Culver Academy	Culver, IN	Membrane system and touch up color surfacing
2015	2 – Davison Regional Park	Davison, MI	Net System, Color surfacing, & striping
2015	8 – Deer Lake Athletic Club	Clarkston, MI	Color surfacing & striping
2015	1 – Drewry Park	Clinton Twp, MI	Striping Only
2015	1 – Gratiot Park	Port Huron, MI	Multiple Repairs, Color surfacing, & striping
2015	8 – Grosse Pointe North H.S.	Grosse Pointe Woods, MI	Color surfacing & striping
2015	3 – Harbor Beach Resort	Harbor Beach, MI	Power Washing Only
2015	8 – Hayes High School	Delaware, OH	Color surfacing & striping
2015	1 – Hickory Square Apartments	Imlay City, MI	Multiple Repairs, Color surfacing, & striping
2015	1 – Huntington Woods, City of	Huntington Woods, MI	Multiple Repairs, Color surfacing, & striping
2015	5 – Huron Valley Tennis Club	Ann Arbor, MI	Acrylic Crack Filler and touch up color surfacing
2015	4 – Independence Greens Apts.	Farmington Hills, MI	Color surfacing & striping
2015	4 – Ithaca High School	Ithaca, MI	*Multiple Repairs, Color surfacing, & striping
2015	2 – Jake Simpson Wilderness Park	Clyde Twp, MI	Multiple Repairs, Color surfacing, & striping
2015	1 – Knox Park	Port Huron, MI	*Multiple Repairs, Color surfacing, & striping
2015	4 – Lakeland High School	White Lake, MI	Membrane system and touch up color surfacing
2015	6 – Liberty Athletic Club	Ann Arbor, MI	Membrane system and touch up color surfacing
2015	1 – Lincoln Park	Port Huron, MI	Color surfacing & striping
2015	2 – Meadowbrook Country Club	Northville, MI	Acrylic Crack Filler, 2-coat color surfacing & striping
2015	2 – Meadowbrook Village	Auburn Hills, MI	Multiple Repairs, Color surfacing, & striping
2015	1 – Meadowbrook Village Apts.	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping
2015	3 – Mercure Park	Rockwood, MI	Multiple Repairs, Color surfacing, & striping
2015	4 – Morley Stanwood Schools	Morley, MI	Saw Cut Repair only
2015	12 – Novi High School	Novi, MI	4-coat color surfacing & striping
2015	2 – Novi Community Sports Park	Novi, MI	Acrylic Crack Filler and touch up color surfacing
2015	2 – Novi Rotary Park	Novi, MI	Acrylic Crack Filler and touch up color surfacing
2015	1 – Oak Pointe Country Club	Brighton, MI	Multiple Repairs and touch up color surfacing
2015	2 – Oxford Towers Park	Berkley, MI	Acrylic Crack Filler and touch up color surfacing
2015	1 – Pine Ridge Apartments	Milford, MI	Multiple Repairs, Color surfacing, & striping
2015	1 – Port Huron, City of	Port Huron, MI	*Multiple Repairs, Color surfacing, & striping

2015	2 – River Oaks Apartments	Novi, MI	Multiple Repairs, Color surfacing, & striping
2015	2 – River Pines Condominiums	Farmington Hills, MI	Membrane system and touch up color surfacing
2015	8 – Riverview High School	Riverview, MI	Multiple Repairs, Color surfacing, & striping
2015	4 – Rochester, City of	Rochester, MI	Membrane system and touch up color surfacing
2015	2 – Scarlett Middle School	Ann Arbor, MI	Multiple Repairs and touch up color surfacing
2015	1 – Shoal Creek	Sterling Heights, MI	Multiple Repairs, Color surfacing, & striping
2015	6 – Total Soccer (Worden Park)	Royal Oak, MI	Multiple Repairs, Color surfacing, & striping
2015	8 – University of Detroit Mercy	Detroit, MI	*Multiple Repairs, Color surfacing, & striping
2015	8 – University Liggett School	Grosse Pointe Woods, MI	Membrane system and touch up color surfacing
2015	2 – Waterworks Park	Royal Oak, MI	Multiple Repairs, Color surfacing, & striping
2015	8 – Wayne State University	Detroit, MI	*Multiple Repairs, Color surfacing, & striping
2015	1 – Westbury Apartments	Howell, MI	*Multiple Repairs, Color surfacing, & striping
2015	1 – Wheeler Park	Ann Arbor, MI	Color surfacing & striping
2015	2 – Woodbrooke Hills Swim Club	Farmington Hills, MI	Membrane system and touch up color surfacing
2015	1 – Woodland Meadows	Clinton Twp, MI	Multiple Repairs, Color surfacing, & striping
2015	4 – Wyndgate Country Club	Oakland Twp, MI	Multiple Repairs, Color surfacing, & striping
2014	1 - 5000 Town Center Condos	Southfield, MI	Color surfacing & striping
2014	1 - Adams Ridge Subdivision	Auburn Hills, MI	Multiple Repairs and touch up color surfacing
2014	8 - Algonac High School	Algonac, MI	Acrylic Crack Filler and touch up color surfacing
2014	6 – Armada High School	Armada, MI	Membrane system and touch up color surfacing
2014	3 – Auburn Hills Civic Center	Auburn Hills, MI	Multiple Repairs, Color surfacing, & striping
2014	2 – Beaver Creek Park	Sterling Heights, MI	*Multiple Repairs, Color surfacing, & striping
2014	8 – Belleville High School	Belleville, MI	Color surfacing & striping
2014	7 – Big Rapids High School	Big Rapids, MI	Multiple Repairs, Color surfacing, & striping
2014	2 – Brendel Elementary	Grand Blanc, MI	Acrylic Crack Filler, Color surfacing, & striping
2014	2 – Citation Club	Farmington Hills, MI	Membrane system, Color surfacing, & striping
2014	2 – Clague Middle School	Ann Arbor, MI	Saw-cutting, Color surfacing, & striping
2014	4 – Clarkston Junior High School	Clarkston, MI	*Multiple Repairs, Color surfacing, & striping
2014	2 – Clyde Township	Clyde Twp, MI	Membrane system, Color surfacing, & striping
2014	8 – Detroit Catholic Central H.S.	Novi, MI	*Multiple Repairs, Color surfacing, & striping
2014	10 – Detroit Country Day	Beverly Hills, MI	*Multiple Repairs, Color surfacing, & striping
2014	2 – Farwell Field	Detroit, MI	Color surfacing, & striping
2014	12 – Flushing High School	Flushing, MI	*Multiple Repairs, Color surfacing, & striping
2014	1 – Fox Hills Condominiums	Bloomfield Hills, MI	Multiple Repairs, Color surfacing, & striping
2014	8 – Fraser High School	Fraser, MI	Acrylic Crack Filler and touch up color surfacing
2014	2 – Golfside Apartments	Ypsilanti, MI	Acrylic Crack Filler, Color surfacing, & striping
2014	1 – Greenwood Township	Greenwood Twp, MI	Concrete prep, Color surfacing, & striping
2014	2 – Grieg Park	St Clair, MI	*Multiple Repairs, Color surfacing, & striping
2014	8 – Hartland High School	Hartland, MI	*Multiple Repairs and touch up color surfacing
2014	8 – Hazel Park High School	Hazel Park, MI	4-coat color surfacing, & striping
2014	8 – Hemlock High School	Hemlock, MI	*Multiple Repairs, Color surfacing, & striping



2014	1 – Huron Valley Tennis Club	Ann Arbor, MI	Indoor Repairs & color surfacing over repairs only
2014	1 – Lake Villas at Pine Creek	Brighton, MI	Membrane system, Color surfacing, & striping
2014	8 – L’Anse Creuse High School	Harrison Twp, MI	*Multiple Repairs and touch up color surfacing
2014	4 – Liberty Athletic Club	Ann Arbor, MI	Color surfacing, & striping
2014	2 – Lifetime Fitness	Rochester Hills, MI	Multiple Repairs and touch up color surfacing
2014	2 – Lockman Park	Royal Oak, MI	Multiple Repairs, Color surfacing, & striping
2014	3 – Magnolia Park	Sterling Heights, MI	Multiple Repairs, Color surfacing, & striping
2014	2 – Meadowbrook Country Club	Northville, MI	Acrylic Crack Filler, Color surfacing, & striping
2014	2 – Meininger Park	Royal Oak, MI	Multiple Repairs, Color surfacing, & striping
2014	1 – Merrill Elementary	Merrill, MI	Color surfacing
2014	1 – Messmer Playground	Detroit, MI	Concrete prep, Color surfacing, & striping
2014	8 – Milford High School	Milford, MI	Membrane system and touch up color surfacing
2014	4 – Red Run Golf Club	Royal Oak, MI	Multiple Repairs and touch up color surfacing
2014	2 – River Oaks Apartments	Rochester Hills, MI	Membrane system, Color surfacing, & striping
2014	2 – Riverfront Apartments	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2014	8 – Riverview High School	Riverview, MI	Acrylic Crack Filler to saw-cuts
2014	8 – Romeo High School	Romeo, MI	Multiple Repairs and touch up color surfacing
2014	2 – Saddle Creek Apartments	Novi, MI	Membrane system, Color surfacing, & striping
2014	1 – Stoepel No. 1 Park	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2014	8 – Utica Ford High School	Sterling Heights, MI	*Multiple Repairs and touch up color surfacing
2014	2 – Whethersfield Apartments	Bloomfield Hills, MI	Multiple Repairs, Color surfacing, & striping
2014	4 – Windmill Pointe Park	Grosse Pointe Park, MI	Multiple Repairs, Color surfacing, & striping
2013	1 - Aberdeen Village	Shelby Twp, MI	Multiple Repairs, Color surfacing, & striping
2013	8 - Academy of the Sacred Heart	Bloomfield Hills, MI	Acrylic Crack Filler and touch up color surfacing
2013	2 - Adams Woods Condominiums	Bloomfield Hills, MI	Acrylic Crack Filler and touch up color surfacing
2013	2 - Anderson Elementary	Trenton, MI	Playground color surfacing & striping
2013	8 – Belleville High School	Belleville, MI	Multiple Repairs and touch up color surfacing
2013	12 – Brighton High School	Brighton, MI	Saw-cutting, Color surfacing, & striping
2013	2 – Central Park Condominiums	Canton, MI	*Multiple Repairs, Color surfacing, & striping
2013	4 – Cutler Park	Grand Rapids, MI	Multiple Repairs, Color surfacing, & striping
2013	3 – Detroit Golf Club	Detroit, MI	Color surfacing & striping
2013	1 – Erma Henderson Park	Detroit, MI	Multiple Repairs, Color surfacing, & striping
2013	1 – Fairmont Park Apartments	Farmington Hills, MI	Multiple Repairs, Color surfacing, & striping
2013	8 – Farmington High School	Farmington, MI	*Multiple Repairs, Color surfacing, & striping
2013	8 – Farmington Harrison H.S.	Farmington Hills, MI	*Multiple Repairs, Color surfacing, & striping
2013	8 – Farmington High School North	Farmington Hills, MI	Multiple Repairs, Color surfacing, & striping
2013	10 – Grand Blanc High School	Grand Blanc, MI	*Multiple Repairs, Color surfacing, & striping
2013	2 -Grayhaven Village Marina Apts.	Detroit, MI	Net Post System, Color surfacing & striping
2013	3 - Great Oaks Country Club	Rochester, MI	*Multiple Repairs, Color surfacing, & striping
2013	2 – Heathers Club	Bloomfield Hills, MI	Net Post System, Color surfacing & striping
2013	8 – Hemlock High School	Hemlock, MI	*Multiple Repairs, Color surfacing, & striping

2013	10 - Huron Valley Tennis Club	Ann Arbor, MI	Acrylic Crack Filler and touch up color surfacing
2013	8 - Imlay City High School	Imlay City, MI	Multiple Repairs, Color surfacing, & striping
2013	12 - Kentwood High School	Grand Rapids, MI	Acrylic Crack Filler and touch up color surfacing
2013	4 - Kenning Park	Birmingham, MI	*Multiple Repairs, Color surfacing, & striping
2013	8 - Lakeland High School	White Lake, MI	*Multiple Repairs, Color surfacing, & striping
2013	8 - L'Anse Creuse H.S. North	Macomb, MI	*Multiple Repairs and touch up color surfacing
2013	8 - Lapeer West High School	Lapeer, MI	*Multiple Repairs and touch up color surfacing
2013	1 - Lexington, City of (Pickleball)	Lexington, MI	Concrete prep, Color surfacing, & striping
2013	1 - Manchester West Apts.	Ann Arbor, MI	Multiple Repairs, Color surfacing, & striping
2013	2 - Maplewood Park	Erie Township, MI	Membrane system and touch up color surfacing
2013	8 - Marshall High School	Marshall, MI	Membrane system and touch up color surfacing
2013	1 - Maynard Memorial Park	New Baltimore, MI	Striping - Basketball, Pickleball, & Junior Tennis
2013	2 - Meadowbrook Country Club	Northville, MI	Acrylic crack filler, 1-coat color surfacing, & striping
2013	4 - Milan High School	Milan, MI	4-coat color surfacing & striping
2013	6 - Mumford High School	Detroit, MI	Color surfacing & striping
2013	5 - MVP Sports Club	Rockford, MI	Striping only
2013	2 - Novi Lakeshore Park	Novi, MI	Multiple Repairs, Color surfacing, & striping
2013	2 - Novi Rotary Park	Novi, MI	Multiple Repairs, Color surfacing, & striping
2013	4 - Oakhurst Country Club	Clarkston, MI	Acrylic Crack Filler and touch up color surfacing
2013	4 - O.C.C. Auburn Hills Campus	Auburn Hills, MI	color surfacing over repairs done by asphalt co.
2013	4 - O.C.C. Highland Lakes Campus	Waterford, MI	color surfacing over repairs done by asphalt co.
2013	10 - Pinckney High School	Pinckney, MI	Color surfacing & striping
2013	1 - Schooner Cove Apartments	Ypsilanti, MI	Color surfacing & striping
2013	8 - Scranton Middle School	Brighton, MI	Saw-cutting, Color surfacing, & striping
2013	1 - South University Park	Ann Arbor, MI	Color surfacing & striping
2013	1 - St Joe's Mercy, Huron Oaks	Ypsilanti, MI	Color surfacing & striping
2013	1 - Streamwood Estates	Jenny Ln, Rochester Hills, MI	Acrylic Crack Filler and touch up color surfacing
2013	8 - Swartz Creek High School	Swartz Creek, MI	Membrane system and touch up color surfacing
2013	3 - Tappen Middle School	Ann Arbor, MI	*Multiple Repairs, Color surfacing, & striping
2013	8 - University Liggett School	Grosse Pointe Woods, MI	Membrane system and touch up color surfacing
2013	8 - Utica Eisenhower High School	Shelby Twp, MI	*Multiple Repairs and touch up color surfacing
2013	6 - Utica Stevenson High School	Sterling Heights, MI	*Multiple Repairs and touch up color surfacing
2013	8 - Walled Lake Central H.S.	Walled Lake, MI	Color surfacing & striping
2013	8 - Walled Lake Northern H.S.	Commerce Twp, MI	Color surfacing & striping
2013	8 - Waterford Mott High School	Waterford, MI	Color surfacing & striping
2013	8 - Waterford Pierce M.S.	Waterford, MI	Color surfacing & striping
2013	2 - West Bloomfield High School	West Bloomfield, MI	4-coat color surfacing & striping
2013	2 - Willow Tree Apartments	Ann Arbor, MI	Multiple Repairs, Color surfacing, & striping
2012	6 - City of Berkley	Berkley, MI	*Multiple Repairs, Color surfacing, & striping
2012	5 - Beverly Hills Athletic Club	Beverly Hills, MI	Color surfacing & striping
2012	2 - Bloomfield Open Hunt Club	Bloomfield Hills, MI	Color surfacing & striping

2012	2.5 – City of Brownstown	Brownstown, MI	Color surfacing & striping
2012	4 – Chippewa Club	Ypsilanti, MI	Multiple Repairs and touch up color surfacing
2012	2 – Clinton River Boat Club	Mt Clemens, MI	*Multiple Repairs, Color surfacing, & striping
2012	8 – Clio High School	Clio, MI	4-coat color surfacing & striping
2012	4 – Crestview & St James Parks	Birmingham, MI	*Multiple Repairs, Color surfacing, & striping
2012	1 – Fairways at Woodfield	Grand Blanc, MI	Multiple Repairs, Color surfacing, & striping
2012	2 – Georgetown Apartments	Fenton, MI	Multiple Repairs, Color surfacing, & striping
2012	3 – Harbor Beach Resort	Harbor Beach, MI	Membrane system and touch up color surfacing
2012	1 – Heart of the Hills Swim Club	Rochester Hills, MI	Membrane system and touch up color surfacing
2012	6 – Huron Valley Swim Club	Ann Arbor, MI	Acrylic Patch Binder, color surfacing over repairs
2012	7 – Lahser High School	Bloomfield Hills, MI	Acrylic Crack Filler and touch up color surfacing
2012	2 – Laurel Valley Apartments	Sterling Heights, MI	Color surfacing & striping
2012	6 – Martin Luther King H.S.	Detroit, MI	Color surfacing & striping
2012	2 – Meadowbrook Country Club	Northville, MI	Acrylic crack filler, 1-coat color surfacing, & striping
2012	4 – New Finney High School	Detroit, MI	Color surfacing & striping
2012	2 – Oak Hill Apartments	Utica, MI	Color surfacing & striping
2012	4 – City of Rochester	Rochester, MI	Color surfacing & striping
2012	6 – Utica High School	Utica, MI	Membrane system and touch up color surfacing
2012	10 – Valparaiso High School	Valparaiso, IN	*Multiple Repairs, Color surfacing, & striping
2012	2 – Woodbrooke Hills Swim Club	Farmington Hills, MI	Multiple Repairs, Color surfacing, & striping
2011	6 – Armada High School	Armada, MI	Membrane system and touch up color surfacing
2011	8 – Avondale High School	Auburn Hills, MI	4-coat color surfacing & striping
2011	4 – Beechview Swim & Tennis	Farmington Hills, MI	*Multiple repairs, Color surfacing, & striping
2011	6 – Beechwood Swim Club	Troy, MI	*Multiple repairs, Color surfacing, & striping
2011	3 – Beech Woods Park	Southfield, MI	Plexicushion system, color surfacing, & striping
2011	8 – Belleville High School	Belleville, MI	Color surfacing & striping
2011	2 – Bloomfield Open Hunt Club	Bloomfield Hills, MI	Acrylic Crack Filler and touch up color surfacing
2011	8 – Chatterton Middle School	Warren, MI	Acrylic Crack Filler and touch up color surfacing
2011	2 – Country Club Village	Rochester Hills, MI	Multiple repairs, Color surfacing, & striping
2011	2 – Cumberland Condominiums	Ann Arbor, MI	Color surfacing & striping
2011	11 – Dearborn Heights Parks	Dearborn Heights, MI	Acrylic Crack Filler and touch up color surfacing
2011	10 – Detroit Country Day	Pontiac, MI	*Multiple Repairs and touch up color surfacing
2011	5 – Drake Sports Park	West Bloomfield, MI	*Multiple repairs, Color surfacing, & striping
2011	2 – Flint Golf Club	Flint, MI	Acrylic Crack Filler and touch up color surfacing
2011	5 – Genesys Athletic Club	Grand Blanc, MI	Striping Only
2011	6 – Grosse Pointe Academy	Grosse Pointe, MI	Multiple repairs, Color surfacing, & striping
2011	4 – Hartland Schools	Hartland, MI	4-coat color surfacing & striping
2011	4 – Huron Valley Swim Club	Ann Arbor, MI	Acrylic Crack Filler and touch up color surfacing
2011	8 – Huron Valley Tennis Club	Ann Arbor, MI	Color surfacing & striping
2011	8 – Lake Orion High School	Lake Orion, MI	Membrane system, 4-ct color surfacing, & striping
2011	8 – Lakeview Middle School	Lakeview, MI	Color surfacing & striping

2011	8 – L'Anse Creuse High School	Harrison Twp, MI	Membrane system and touch up color surfacing
2011	4 – Liberty Athletic Club	Ann Arbor, MI	Color surfacing & striping
2011	4 – Life Time Fitness	Rochester Hills, MI	Color surfacing & striping
2011	2 – Lincoln Wells Park	Birmingham, MI	4-coat color surfacing & striping
2011	2 – Lochmoor Country Club	Grosse Pointe, MI	Multiple repairs, Color surfacing, & striping
2011	8 – Oxford High School	Oxford, MI	Multiple repairs, Color surfacing, & striping
2011	1 - Port Huron Northern H.S.	Port Huron, MI	Multiple Repairs and touch up color surfacing
2011	6 - Port Huron Tennis House	Port Huron, MI	Multiple repairs, Color surfacing, & striping
2011	4 – Pulaski Park	Wyandotte, MI	Multiple Repairs and touch up color surfacing
2011	8 – Swartz Creek High School	Swartz Creek, MI	Membrane system, Color surfacing, & striping
2011	1 –The Oaks Apartments	Bloomfield Twp, MI	Multiple repairs, Color surfacing, & striping
2011	8 – University of Liggett	Grosse Pointe Farms, MI	Multiple repairs, Color surfacing, & striping
2011	3 – Veterans Park	Ann Arbor, MI	Multiple repairs, Color surfacing, & striping
2011	8 – West Bloomfield High School	West Bloomfield, MI	Color surfacing & striping
2010	10 - Almont Comm Schools	Almont, MI	Acrylic Crack Filler and touch up color surfacing
2010	4 - Birmingham Country Club	Birmingham, MI	*Multiple repairs, Color surfacing, & striping
2010	4 - Poppleton & Quarton Parks	Birmingham, MI	*Multiple repairs, Color surfacing, & striping
2010	2 - Bloomfield Open Hunt Club	Bloomfield Hills, MI	Acrylic Crack Filler and touch up color surfacing
2010	6 - Bullock Creek High School	Midland, MI	*Multiple repairs, Color surfacing, & striping
2010	1 - Country Club Village	Plymouth, MI	Color surfacing & striping
2010	8 – Dow High School	Midland, MI	Color surfacing & striping
2010	10 – Grand Blanc High School	Grand Blanc, MI	Acrylic Crack Filler and touch up color surfacing
2010	3 - Heart of the Hills Swim Club	Rochester Hills, MI	Color surfacing & striping
2010	2 - Heathers Club	Bloomfield Hills, MI	Acrylic Crack Filler and touch up color surfacing
2010	4 - Independence Green Apts	Farmington Hills, MI	Acrylic Crack Filler and touch up color surfacing
2010	1 – The Jeffersonian	Detroit, MI	Color surfacing & striping
2010	4 – Lakeland High School	White Lake, MI	Acrylic Crack Filler and touch up color surfacing
2010	16 - L'Anse Creuse High Schools	Harrison Twp & Macomb, MI	Membrane system and touch up color surfacing
2010	1 - Lenox Twp Park	Lenox, MI	6-coat color surfacing & striping
2010	6 - Liberty Athletic Club	Ann Arbor, MI	Acrylic Crack Filler and touch up color surfacing
2010	2 - Manors of Knollwood	Clinton Twp, MI	Acrylic Crack Filler and touch up color surfacing
2010	7 – Marine City High School	Marine City, MI	*Multiple repairs, Color surfacing, & striping
2010	7 - Marshall High School	Marshall, MI	Membrane system and touch up color surfacing
2010	2 – Montibeller Park	Ann Arbor, MI	Color surfacing & striping
2010	2 – Meadowbrook Country Club	Northville, MI	Acrylic Crack Filler, 1-coat color surfacing & striping
2010	6 - Notre Dame Prep School	Pontiac, MI	*Multiple Repairs and touch up color surfacing
2010	2 - Oak Pointe Community	Brighton, MI	Acrylic Crack Filler and touch up color surfacing
2010	4 - Riverside High School	Riverside, PA	Multiple repairs, Color surfacing, & striping
2010	4 - Skyline High School	Ann Arbor, MI	Multiple Repairs and touch up color surfacing
2010	18 - Warren Consolidated Schools	Warren & Sterling Hts, MI	Membrane system and touch up color surfacing
2010	5 - Yale High School	Yale, MI	Acrylic Crack Filler and touch up color surfacing



*This list does not include private homeowners or homeowner associations due to our privacy policy*



Carrie Laird &lt;claird@bhamgov.org&gt;

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## Pickleball Agreement

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**Jake Vaughn** <jake@goddardcoatings.com>  
To: Carrie Laird <claird@bhamgov.org>  
Cc: Stephanie Jones <steph@goddardcoatings.com>

Wed, Aug 3, 2022 at 9:53 AM

Carrie,

Attached is the signed agreement.

Regarding timeline, our season is weather dependent and this means on average we are not able to put down acrylics after early to mid-October. So if we cannot complete by September 30<sup>th</sup>, unfortunately this would carry over to spring 2023. Today, with all the school tennis courts we are trying to get completed that have been booked since last winter, I am not able to tell you with certainty that we can complete in September, hence why I stated so in the bid document. I won't know if this is a possibility until Labor Day, and we see how much backlog we are able to complete in August.

I know this is not the news you or your board members will want to hear, but this is what I tried to convey since we had our initial meeting on the courts earlier this summer.

Let me know if you need anything else in the meantime.

Stephanie,

Please get the COI's per the agreement over to Carrie today.

Thank you,

---

**Jake Vaughn** | President

Desk 248.834.0054 | Office 248.393.6320

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490 S. Opdyke Rd | Pontiac, MI 48341

[Quoted text hidden]

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 **crestview agreement.pdf**  
249K

CITY OF BIRMINGHAM  
SOURCES AND USES OF BOND FUNDING  
1ST BOND ISSUE \$4,750,000

as of 7-19-2022

	<u>ACTUAL</u>	<u>COMMITTED UNSPENT FUNDS</u>	<u>DONATION/GRANT FUNDS</u>	<u>TOTAL</u>
<b>SOURCES OF BOND FUNDING:</b>				
BOND PROCEEDS	\$ 4,750,000			\$ 4,750,000
BOND PREMIUM	262,104			262,104
INTEREST INCOME	<u>11,408</u>			<u>11,408</u>
 TOTAL SOURCES OF BOND FUNDING	 \$ 5,023,512			 \$ 5,023,512
<b>USES OF BOND FUNDING:</b>				
BOND ISSUANCE COSTS	\$ 108,875	-		\$ 108,875
ICE ARENA PROJECT	3,619,903	-		3,619,903
ADAMS PARK DEVELOPMENT	83,727	52,329		136,056
		1,046,576	(100,000)	946,576
 PICKLEBALL COURTS	 -	 -		 -
BOOTH PARK CORNER FEATURE	-	-		-
ROUGE RIVER TRAIL IMPROVEMENTS	<u>4,107</u>	<u>7,093</u>	<u>-</u>	<u>11,200</u>
 TOTAL USES OF BOND FUNDING	 \$ 3,816,612	 1,105,998	 (100,000)	 \$ 4,822,610
 <b>REMAINING BOND FUNDS</b>				 \$ 200,902



## MEMORANDUM

Finance Department

**DATE:** August 1, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Mark Gerber, Director of Finance/Treasurer

**SUBJECT:** Next 2022-2023 Service Agreement

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### INTRODUCTION:

The City contracts with outside agencies which provide services that benefit the community and are not provided by City operations. These contracts are reviewed on an annual basis along with a description of services to be provided in the next fiscal year and a summary of services provided in the current fiscal year.

### BACKGROUND:

The City Commission previously approved a master service agreement to be used by various outside agencies that are requesting and have previously received funding from the City. Next has completed the required agreement and Attachments A and B, which provides a description of the services to be provided and the direct benefit of their services to the City and how the money is being spent in the current fiscal year.

### LEGAL REVIEW:

The City attorney has reviewed and approved the contract with Next.

### FISCAL IMPACT:

Next is requesting funding totaling \$122,944 for fiscal year 2022-2023. This is the same amount as fiscal year 2021-2022. Funding has been approved in the fiscal year 2022-2023 budget in account 101.0-656.000-811.0000 for this expenditure.

### PUBLIC COMMUNICATION:

None required.

### SUMMARY:

Based on the services that Next provides and the direct benefit to the City, it is recommended that the City Commission approve Next's funding request in the amount of \$122,944.

### ATTACHMENTS:

1. Contract with Next for fiscal year 2022-2023
2. Attachment A – Summary of Services to be Provided – Fiscal Year 2022-2023
3. Attachment B – Summary of Services Provided – Fiscal Year 2021-2022

**SUGGESTED RESOLUTION:**

Make a motion adopting a resolution approving the service agreement with Next in the amount of \$122,944 for services described in Attachment A of the agreement for fiscal year 2022-2023, account number 101.0-656.000-811.0000, and further direct the Mayor and City Clerk to sign the agreement on behalf of the City.

## **SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** ("Agreement"), made this 25 day of July, 2022  
by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road,  
Birmingham, MI 48009 ("CITY"), and Next, whose address is  
2121 Midvale ("SERVICE PROVIDER"), provides as follows:

### **WITNESSETH:**

**WHEREAS**, the CITY desires to have certain services provided, which shall be of the type,  
nature and extent as set forth on Attachment A; and

**WHEREAS**, SERVICE PROVIDER desires to provide said services for the CITY, which it shall  
do in accordance with the experience it has attained from providing similar services of this nature,  
under the terms and conditions hereinafter stated.

**NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings  
herein contained, the parties agree as follows:

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type,  
nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the  
CITY.
2. The CITY shall pay a total of \$122,944 to SERVICE PROVIDER for the performance of  
this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to  
be performed including, but not limited to, all preparation, coordination, management, staffing and all  
other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the  
schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed  
that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

7. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

8. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by SERVICE PROVIDER without the prior written consent of the CITY. Any attempt at assignment without prior written consent shall be void and of no effect.

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, 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 or marital status. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 reasonable 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, 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 solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER 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.
- B. Commercial General Liability Insurance: SERVICE PROVIDER 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 for 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.



- C. Motor Vehicle Liability: SERVICE PROVIDER 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 shall be *Additional Insureds*. 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 and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. 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: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
  2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
  3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

12. 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 SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER 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.

13. 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 48<sup>th</sup> 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. This Agreement shall be governed by the laws of the State of Michigan 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 the Oakland County Circuit Court or the 48<sup>th</sup> District Court.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER 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. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

**THE CITY OF BIRMINGHAM**

By: \_\_\_\_\_  
Therese Longe, Mayor

By: \_\_\_\_\_  
Alex Bingham, City Clerk

**[SERVICE PROVIDER]**

By: Christina Brown

Its: Next Executive Director

**APPROVED:**

Thomas M. Markus

Thomas M. Markus, City Manager  
(Approved as to substance)

Mark Gerber

Department Head  
(Approved as to substance)

Mary Kucharek

Mary Kucharek, City Attorney  
(Approved as to form)

Mark Gerber

Mark Gerber, Director of Finance  
(Approved as to financial obligation)

## ATTACHMENT A

I. Name of Organization: Next, Your Place to Stay Active & Connected

II. Funding Request: \$122,944.00

III. Amount of funding received from City in current fiscal year: \$122,944.00

IV. Organization's Purpose or Mission:

The mission of Next, is to identify and meet the needs of older adults by soliciting and coordinating community resources to provide educational recreational and social programs; support outreach searches; and volunteer opportunities.

V. Description of Services to be provided (Scope of Work):

Extensive quality programming for community residents including lifelong learning and wellness, fitness, creative arts and social enrichment. In addition, Next provides comprehensive support services to assist residents who need additional support to age in place. This might include but not limited to Meals on Wheels, transportation, free tax preparation, health screenings and legal assistance, low income assistance with home and yard maintenance, home loans for major repairs along with information and referrals.

VI. Explain the value of the services to the City of Birmingham:

As Birmingham's aging population continues rapidly grow, Next provides vital enrichment opportunities while supporting independence to area residents. Strong communities are built and sustained when there is a diverse population of engaged citizens. A partnership between the city and Next is important to provide a wide variety of high quality activities, and supportive services to Birmingham residents in order to live comfortably in the City.

VII. Provide a list of the other funding sources: (List below. Attach additional sheet if necessary.)

Facility use, in-kind donation Birmingham Public Schools 36% of Next operating budget, additional sources of revenue as part of the operating budget: business donations 11%, transportation 10%, fundraisers 8% program fees 7%, membership dues 5% of the Next operating budget.

VIII. Provide a detailed list of services provided in the 2020-2021 Fiscal Year (July 1, 2021

– June 30, 2022). Include the following for each quarter:

Date & Timeframe of each service provided

- Explanation of the service provided
- Number of Birmingham residents in attendance/effectuated by service
- Explanation of how the funds were used

(Use Attachment B to record the services. Attach additional sheets if necessary.)

NOTE: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.

Submitted by: Christine Braun Title: Executive Director, Next  
(Print Name)

Signature: Christine Braun Date: 7/24/2022

Name of Organization: \_\_\_\_\_ Next \_\_\_\_\_

**First Quarter (July 1, 2021 – September 30, 2021)**

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
7/1/21-9/30/21	On-going	Next provides lifelong learning, enrichment, creative art, fitness and travel opportunities to more than 2000 members.	Close to 800 Birmingham residents	\$16,386.00
7/1/21-9/30/21	On-going	Transportation – 390 rides provided quarterly	125 Birmingham residents	\$3,900.00
7/1/21-9/30/21	On-going	Support Services provided 465 units to more than 500 area residents quarterly: DME equipment, consultations, Meals on Wheels, home visits	250 Birmingham residents	\$10,450.00

**Second Quarter (October 1, 2021 – December 31, 2021)**

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
10/1/2021-12/31/2021	On-going	Next provides lifelong learning, enrichment, creative art, fitness and travel opportunities to more than 2000 members.	Close to 800 Birmingham residents	\$16,386.00
10/1/2021-12/31/2021	On-going	Transportation – 390 rides provided quarterly	125 Birmingham residents	\$3,900.00
10/1/2021-12/31/2021	On-going	Support Services provided 2090 units of service to more than 500 area residents quarterly: DME equipment, consultations, Meals on Wheels, home visits	250 Birmingham residents	\$10,450.00

Name of Organization: \_\_\_\_\_ Next \_\_\_\_\_

### Third Quarter (January 1, 2022 – March 31, 2022)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
01/01/2022-03/31/2022	On-going	Next provides lifelong learning, enrichment, creative art, fitness and travel opportunities to more than 2000 members.	Close to 800 Birmingham residents	\$16,386.00
01/01/2022-03/31/2022	On-going	Transportation – 390 rides provided quarterly	125 Birmingham residents	\$3,900.00
01/01/2022-03/31/2022	On-going	Support Services provided 2090 units of service to more than 500 area residents quarterly: DME equipment, consultations, Meals on Wheels, home visits	250 Birmingham residents	\$10,450.00

### Fourth Quarter (April 1, 2022 – June 30, 2022)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
04/01/2022 – 06/30/2022	On-going	Next provides lifelong learning, enrichment, creative art, fitness and travel opportunities to more than 2000 members	Close to 800 Birmingham residents	\$16,386.00
04/01/2022 – 06/30/2022	On-going	Transportation – 390 rides provided quarterly	125 Birmingham residents	\$3,900.00
04/01/2022 – 06/30/2022	On-going	Support Services provided 2090 units of service to more than 500 area residents quarterly: DME equipment, consultations, Meals on Wheels, home visits	250 Birmingham residents	\$10,450.00





BIRMARE-01

LJOLLIFF

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2022

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> Hershey Insurance Group, Inc. 2855 Coolidge Highway Ste 204 Troy, MI 48084	<b>CONTACT NAME:</b> Andrew White		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> dreww@higmi.com		
<b>INSURED</b>  Birmingham Area Seniors Coordinating Council dba NEXT 2121 Midvale Street. Birmingham, MI 48009	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: Philadelphia Insurance Co.</b>		<b>18058</b>
	<b>INSURER B: Citizens Insurance Company of America</b>		<b>31534</b>
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof \$1Mil/\$2Mil <input checked="" type="checkbox"/> Abuse \$500k/\$500K GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2330612	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PHPK2330612	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB786845	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> 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	W8B7925648	1/9/2022	1/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
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 and any other insurance maintained by the additional Insureds shall be considered to be excess and non-contributing.

## CERTIFICATE HOLDER

## CANCELLATION

City of Birmingham  
P.O. Box 3001  
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

## **MEMORANDUM**

**Finance Department**

**DATE:** July 29, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Mark Gerber, Director of Finance/Treasurer  
Kathryn Burrick, Senior Accountant

**SUBJECT:** PY 2021 Community Development Block Grant (CDBG)  
Public Services Contract

### **INTRODUCTION:**

The City has been notified by Oakland County that funding from the federal government for the program year 2021 Community Development Block Grant (CDBG) has been secured and the City may start spending these funds. The City contracts with an outside agency to administer the public services portion of the grant. The public services contract must be approved by the City and submitted to Oakland County in order for those funds to be spent.

### **BACKGROUND:**

The City Commission approved the program year 2021 CDBG grant application on February 22, 2021 which provided estimated funding for yard services, senior outreach services, and minor home repair in the amount of \$7,327, \$3,500, and \$25,263, respectively. On February 18, 2022, the City received notification from Oakland County that the City could start expending these funds as evidenced in the Approval Letter to Spend dated February 18, 2022.

In order to spend the funding for yard services, senior outreach services, and minor home repair, the City needs to contract with an outside agency to provide these services to its residents. On May 29, 2022, a request for proposal (RFP) for yard services, senior outreach services, and minor home repair program was advertised in the Observer & Eccentric Newspaper and sent to three potential agencies using a Public Service Directory provided by Oakland County.

On Tuesday, June 28, 2022, bid proposals entitled, "CDBG Bid Proposal" were opened. The City received one bid as follows:

### **Bid Results:**

<b>Agency</b>	<b>Bid</b>
NEXT	\$7,327 Yard Services, \$3,500 Senior Services, \$26,085 Minor Home Repair, \$1,790 Admin (20% of Grant) Total bid: \$38,702

Oakland Livingston Human Services Agency (OLHSA)	No bid was received
Community Services of Oakland (CSO)	No bid was received

The bid was evaluated on a point rating system as required by Oakland County's procurement guidelines. This system allows the decision to be based on the best service provider not solely based on the lowest price. The criteria and points rating system was established before the RFP was issued and all potential bidders were informed of this process.

In evaluating the bid, NEXT received a point score of 100 based on NEXT's past experience with the City, availability of qualified personnel, capability, and familiarity with the CDBG program. Currently, NEXT is administering the City's 2020-2021 CDBG Yard Service, Senior Outreach Service, and Minor Home Repair programs.

**LEGAL REVIEW:**

The attached contract between NEXT and the City is based on a template provided by Oakland County CDBG requirements and was reviewed by the City's attorney. There are no legal issues pertaining to this contract.

**FISCAL IMPACT:**

No other amendments are necessary at this time.

**PUBLIC COMMUNICATIONS:**

None needed.

**SUMMARY:**

It is recommended that the Public Services Contract be awarded to NEXT for the 2021-2022 Program Year with an ending contract date of December 31, 2022 which is the maximum 1.5 year contract date allowable by Oakland County. This will allow NEXT until December 31, 2022 to expend their grant balance.

**ATTACHMENTS:**

- 1) Oakland County Letter to Spend
- 2) NEXT/City Public Services Contract
- 3) Minutes approving 2021 CDBG application
- 4) RFP advertisement

**COMMISSION ACTION:**

Make a motion adopting a resolution to award the 2021-2022 Public Services contract totaling \$36,912.00 for Yard Services, Senior Outreach Services, and Minor Home Repair to NEXT under the Community Development Block Grant Program; and further, to authorize the Mayor to sign the contract on behalf of the City.

NEIGHBORHOOD  
& HOUSING DEVELOPMENT

Shane Bies, Manager

Office: (248) 858-0493 | [biess@oakgov.com](mailto:biess@oakgov.com)

February 18, 2022

Dear Community Development Block Grant (CDBG) Administrator:

The Neighborhood & Housing Development Division is pleased to inform you that you may now obligate and expend program year (PY) 2021 Community Development Block Grant (CDBG) funds.

**The attached materials including this letter, Subrecipient Agreement, Funding Agreement, and Project Summary should be maintained in your PY 2021 application file to document the official release of funds.**

The enclosed Subrecipient Agreement is required under federal regulation and specifies your record keeping, auditing, monitoring, property disposition, environmental and other responsibilities under the Oakland County CDBG program. The Subrecipient Agreement is in effect until all PY 2021 funds are expended and record keeping, record retention and audit responsibilities are satisfied as specified. Please file your signed copy of the Subrecipient Agreement with your PY 2021 application.

**Review the PY 2021 Project Summary carefully. It is the official description of your community's approved 2021 CDBG activities and takes precedence over the application.**

All CDBG funds must be expended in compliance with applicable federal, state and county laws and regulations, and with any restrictions listed on the project summary. The following comments and/or instructions constitute part of your project summary:

- No projects funded in whole or in part by CDBG funds may take place within wetlands areas unless an eight-step\* environmental review process is followed to determine that no practicable alternative to the project exists and all necessary state permits have been obtained.
- No categorically excluded or environmentally assessed project (coded 2 or 3 respectively on the project summary) funded in whole or in part by CDBG funds, may take place within a 100 or 500-year floodplain as identified by the Federal Emergency Management Agency (FEMA) unless an eight-step\* process is followed to determine that no practicable alternative to the project exists.

\*Environmental reviews must be approved by Katie Tierney, Environmental Officer.

As part of the County's environmental review record procedures, various local, state and federal agencies received a copy of the 2021 CDBG application for review. If an agency commented on activities their remarks are also enclosed as attachments. These comments constitute part of your PY 2021 Project Summary.

If you have questions regarding the enclosed information, please contact Samantha Ferguson, Grant Compliance and Program Coordinator, at [cdbg@oakgov.com](mailto:cdbg@oakgov.com) or (248) 858-5312. We look forward to working with you during this new program year.

Sincerely,



Shane Bies, Manager, Neighborhood & Housing Development Division

**COMMUNITY DEVELOPMENT BLOCK GRANT  
PUBLIC SERVICE CONTRACT  
PY 2021**

CITY OF BIRMINGHAM

*Municipality*

NEXT

*Service Agency*

*Effective Date:* July 1, 2021 *Ending Date:* December 31, 2022

*This contract shall be effective for 1.5 years from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed 1.5 years in duration.*

**CONTRACT FUNDING SOURCES:**

**CDBG Program Year:** 2021-2022 **Account Name:** Yard Services, Senior Services, Minor Home Repair

**Total CDBG Dollar Amount of Contract:** \$ 36,912.00

**Yard Services** \$7,327.00 (20% NEXT Admin \$1,465.40)

**Senior Services** \$3,500.00

**Minor Home Repair** \$26,085.00

**Section I. AGREEMENT**

This contract is made this day, 8/1/2022, between NEXT,

*(Name of Service Agency)*

hereinafter designated as the "Service Agency", having its principal office at  
2121 Midvale Avenue, Birmingham, MI 48009

*(Service Agency Address)*

and, CITY OF BIRMINGHAM, hereinafter designated as the "Municipality",  
*(Name of Municipality)*

having its principal office at 151 Martin Street, Birmingham, MI 48009

*(Municipality Address)*

**Section II. PURPOSE**

**A) The purpose of this contract shall be: (List a detailed description of services to be provided, for whom and at what cost. Include a specific unit of measure to document how costs are derived. Include attachments as needed)** Providing Yard Services, Senior Services, and Minor Home Repair to low and moderate income homeowners, including senior citizens and persons with disabilities, of the

*Revised 7/12/17*



City. The City of Birmingham has designated program year 2021-2022 CDBG funds in the amounts of \$7,327 for Yard Services (20% Admin \$1,465.40), Senior Services \$3,500.00, and \$26,085.00 Minor Home Repair. These programs will be administered for the City through NEXT and a volunteer board appointed by NEXT for the 2021-2022 program year beginning July 1, 2021 and ending December 31, 2022. Costs are derived using the number of low-moderate income persons with new access to service.

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

### **Section III. THE SERVICE AGENCY'S RESPONSIBILITIES**

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of four years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services. NEXT will bill administrative costs 20% of the contract amount.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

### **Section IV. THE MUNICIPALITY'S RESPONSIBILITIES**

The Municipality shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount specified above.
- B) The municipality shall require written documentation of the client benefit qualification to be kept on site with the agency.
- C) The municipality must monitor the service agency at least once during the contract period.
- D) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and time intervals as specified here.

Revised 7/12/17

Payment requests from the Service Agency are to be received monthly, quarterly, or annually.

#### **Section V. COMPLIANCE**

- A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.
- B) Client Eligibility: All clients served under this agreement shall be qualified via either the HUD section 8 income verification or the HUD “presumed benefit” verification.

#### **Section VI. DISCRIMINATION PROHIBITED**

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, marital status, sexual orientation, or gender identity be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

#### **Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY**

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

#### **Section VIII. GENERAL CONTRACT PROVISIONS**

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.

Revised 7/12/17

- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.
- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, 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 the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Revised 7/12/17



- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)\_
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.
- M) Debarment, Suspension, Ineligibility and Voluntary Exclusion  
The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.
- N) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



**IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION****SERVICE AGENCY****MUNICIPALITY**

Name:	NEXT	Name:	CITY OF BIRMINGHAM
Representative Name:	Cris Braun	Representative Name:	Alexandria Bingham
Phone #:	(248) 203-5270	Phone #:	(248) 530-1802
Address:	2121 Midvale Avenue	Address:	151 Martin Street
	Birmingham, Michigan 48009		Birmingham, Michigan 48009
E-mail Address:	cbraun@birmingham.k12.mi.us	E-mail Address:	abingham@bhamgov.org
IRS #:	38-2280601	IRS #:	38-6004664

**X. CONTRACT ACCEPTANCE**

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity. CDBG funds may not be legally obligated until after the municipality has received the official award of funds letter for this program year.

**SERVICE AGENCY****MUNICIPALITY**

Name:	NEXT	Name:	CITY OF BIRMINGHAM
Officer Name:	Cris Braun	Officer Name:	Therese Longe
Officer Title:	Executive Director	Officer Title:	Mayor
Signature:		Signature:	
Witnessed:		Witnessed:	
Date:	8/1/2022	Date:	

Revised 7/12/17



**BIRMINGHAM CITY COMMISSION**

**REGULAR MEETING**

**FEBRUARY 22, 2021**

**RESOLUTION #03-034-21**

**PRESENT:** Mayor Boutros, Mayor Pro Tem Longe, Commissioners Baller, Hoff, Host, Nickita, Sherman  
**ABSENT:** None

**03-034-21 PUBLIC HEARING TO CONSIDER THE ALLOCATION OF THE 2021 COMMUNITY DEVELOPMENT BLICK GRANT FUNDS**

Mayor Boutros opened the Public Hearing to consider the allocation of the 2021 Community Development Block Grant Funds at 8:31 PM.

Cris Braun of NEXT made a comment.

Seeing no more hands for public comment Mayor Boutros closed the Public Hearing at 8:32 PM.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Host  
Resolution to authorize the finance director to complete the 2021-2022 program year and community development block grant application and conflict of interest certification and to authorize the mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the city and submit them to Oakland County. The project(s) to be included in the application and the respective allocations of community development block grant funds are as follows:  
APPROVED 2020

1. Public services – yard services	\$	7,327
2. Public services – senior services	\$	3,500
3. Minor home repair	\$	<u>25,263</u>
<b>TOTAL</b>	<b>\$</b>	<b><u>36,090</u></b>

Ayes, Mayor Boutros  
Mayor Pro Tem Longe  
Commissioner Baller  
Commissioner Hoff  
Commissioner Host  
Commissioner Nickita  
Commissioner Sherman

Nays, None

Absent, None

Abstaining, None

Passed, adopted and approved this 22<sup>nd</sup> day of February, 2021.

**CERTIFICATION**

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 February 22, 2021.

Alexandria D. Bingham

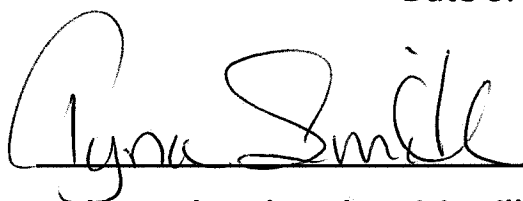
Alexandria Bingham, City Clerk



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OBSERVER & ECCENTRIC and HOMETOWN WEEKLY NEWSPAPERS  
6200 Metropolitan Pkwy, Sterling Heights, MI 48312

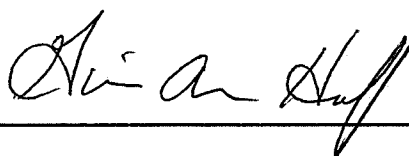
BE IT MADE KNOWN THAT THE FOLLOWING ADVERTISEMENT APPEARED IN:

Publication: Birmingham Eccentric  
Placed By: City of Birmingham  
Subject: CDBG Notice  
Date of Publication: May 29, 2022

 (Tyna Smith), being duly sworn, deposes  
and says that the advertising illustrated above/attached was published in the  
Birmingham Eccentric Newspaper on the following date/s/: May 29, 2022,  
INVOICE LO-GCI0888380-01, and as an authorized employee of the Observer and  
Eccentric Media, she knows well the facts stated/herein. Cost: \$162.90.

STATE OF MICHIGAN

NOTARIZED BY: \_\_\_\_\_



June 1, 2022

DATED: \_\_\_\_\_

Acting in County of Macomb

GINA ANNE HUFF  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
My Commission Expires March 09, 2023

5N



## **MEMORANDUM**

ENGINEERING DEPARTMENT

**DATE:** August 9, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Scott D. Zielinski, Assistant City Engineer  
Melissa A. Coatta, City Engineer

**SUBJECT:** 2022 Cape-Seal Program  
Set Public Hearing Dates Cape-Seal Program S.A.D.

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### INTRODUCTION:

The Engineering Department is working on designs for the 2022 Cape-Seal Program on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton. The existing unimproved road surface will be restored with a new cape-seal treatment as part of the unimproved street maintenance program.

### BACKGROUND:

The streets in the project area are located in the southeast portion of the City. During the 2021 PASER (Pavement Surface Evaluation and Rating) Study, these streets were rated in poor condition. The City policy has been to defray the costs of cape-seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefitting from this treatment.

### LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outline the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures.

#### FISCAL IMPACT:

Revenues generated from the 2022 Cape-Seal Program SAD will defray costs incurred by the City for the construction of these improvements.

#### PUBLIC COMMUNICATIONS:

Notice for the Hearing of Necessity and Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department plans to send all property owner a letter explaining the associated work and an explanation of assessment costs based on the engineer's estimate.

#### SUMMARY:

The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for the cape-seal treatment on road surfaces as part of the 2022 Cape-Seal Program be scheduled at the City Commission meeting on September 12, 2022, followed by a Public Hearing for Confirmation of the Roll at the City Commission meeting on September 19, 2022.

#### ATTACHMENTS:

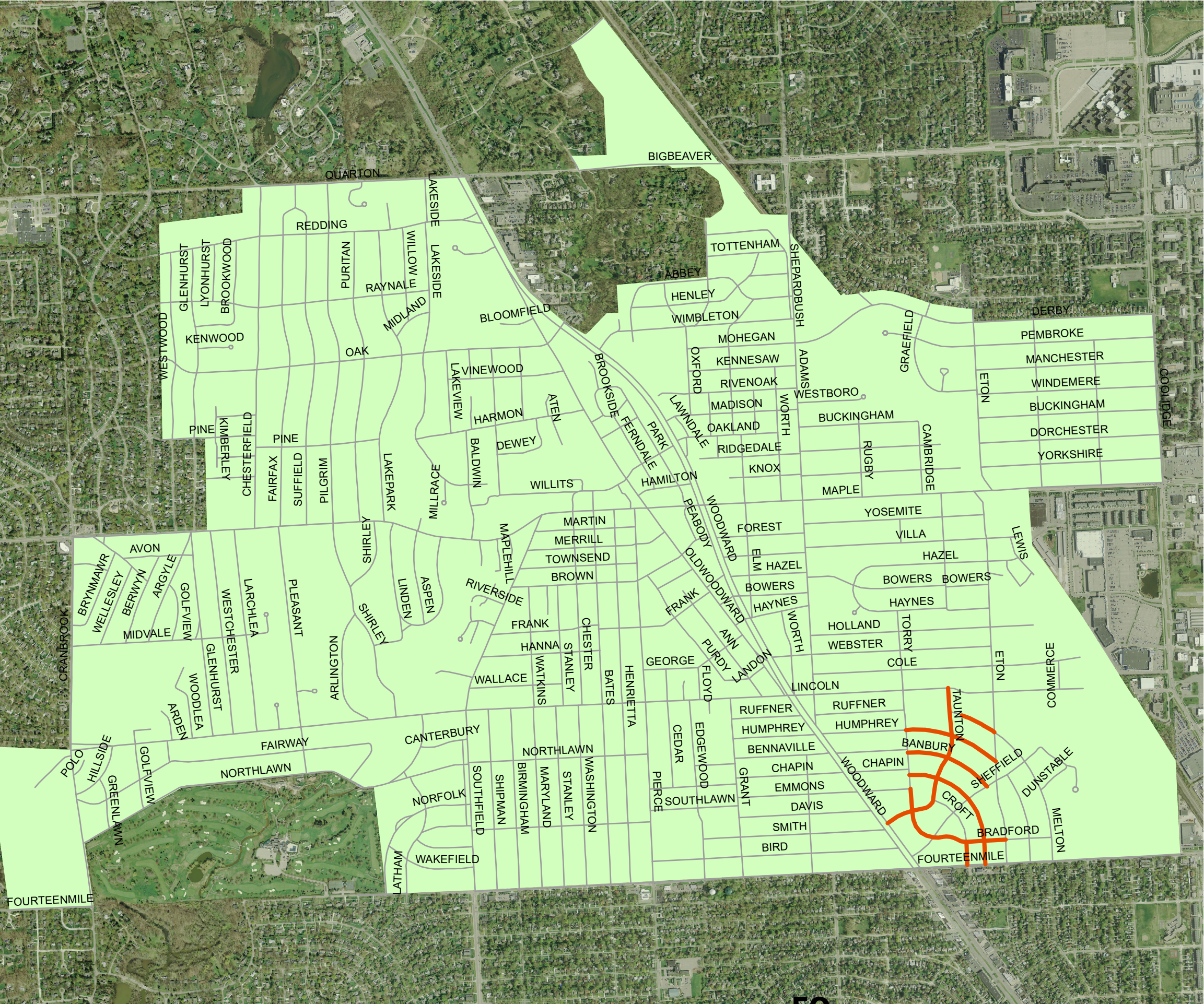
Map of Proposed Special Assessment District

#### SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set the Public Hearing of Necessity for the road surface cape-seal treatment for all properties within the project on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton on Monday, September 12, 2022 at 7:30 P.M.; and

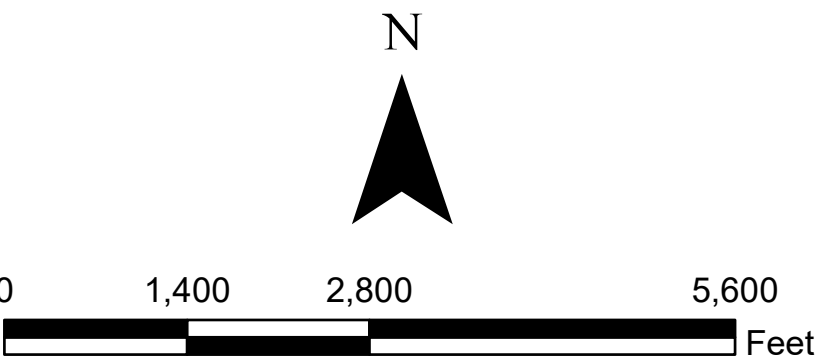
If necessity is determined on September 12, 2022, to meet on Monday, September 19, 2022 at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the road surface cape-seal treatment for all properties within the project area on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton.





# 2022 CAPE SEAL 6-22(P) TARGET AREAS

**Legend**  
— 2022 Cape Seal Area



1 inch = 1,472 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham





## MEMORANDUM

Planning Division

**DATE:** August 15, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Set Public Hearing for 460 N. Old Woodward – Wilders Bistro – Special Land Use Permit, Final Site Plan & Design Review

---

### INTRODUCTION:

The applicant has submitted a Special Land Use Permit, Final Site Plan & Design Review for a new bistro located in Downtown Birmingham pursuant to Chapter 10, Section 10-84 of the Birmingham Code of Ordinances. The subject site is located on the east side of N. Old Woodward, south of Ravine and across from Booth Park (formerly the Junior League of Birmingham). On December 21, 2021, the Planning Board moved to approve a Final Site Plan and Design Review application for a new 3-story mixed-use building with minor conditions that have since been resolved. The proposed bistro is located in the first floor of the new 3-story building.

### BACKGROUND:

On [November 8, 2021](#), the City Commission moved to direct Wilders Supper Club (now “Wilders”) to the Planning Board for the process of Special Land Use Permit, Final Site Plan and Design Review. Wilders is the first and only applicant to have submitted an application from the 2021 bistro screening period.

On [July 13, 2022](#), the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward – Wilders – with the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and,
2. The applicant must comply with the requests of all City Departments.

On [August 3, 2022](#), the Advisory Parking Committee moved to recommend approval to the City Commission the use of one (1) on-street public parking space for an outdoor dining platform.

The Planning Division is working with the applicant to provide updated site/design plans addressing the concerns of the Planning Board, Advisory Parking Committee, and/or City Departments.

**LEGAL REVIEW:**

The City Attorney has reviewed this request and has no objections as to form and content.

**FISCAL IMPACT:**

There are no fiscal impacts for this agenda item.

**PUBLIC COMMUNICATIONS:**

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the July 13, 2022 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices will be sent out to advertise the public hearing at the City Commission meeting on September 19, 2022.

**SUMMARY:**

The Planning Division requests that the City Commission set a public hearing date of September 19, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward – Wilders.

**ATTACHMENTS:**

Please see attached the following documents:

- Special Land Use Permit Resolution
- Current Site/Design Plans
- Planning Board Report

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to set a public hearing date of September 19, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward – Wilders.

**Wilders**  
460 N. Old Woodward  
Special Land Use Permit 2022

WHEREAS, A Special Land Use Permit application was filed in March 2022 for approval of a new bistro food and drink establishment serving alcoholic liquors for on premise consumption, associated interior/exterior renovations and outdoor dining facility at 460 N. Old Woodward;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of N. Old Woodward, north of Euclid and south of Ravine;

WHEREAS, The land is zoned D2, which permits the operation of a bistro serving alcoholic beverages for on premise consumption 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 Planning Board on July 13, 2022 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended approval to the City Commission to allow a new bistro, associated interior/exterior renovations, and a new outdoor dining platform in the N. Old Woodward right-of-way with the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and,
2. The applicant must comply with the requests of all City Departments.

WHEREAS, The Advisory Parking Committee on August 3, 2022 reviewed the plans for a new outdoor dining platform in one public on-street parking space in the N. Old Woodward right-of-way and recommended approval to the City Commission;

WHEREAS, The applicant has complied with the conditions of approval required by the Planning Board and all City Departments;

WHEREAS, The Birmingham City Commission has conducted a public hearing on September 19, 2022, and has reviewed Wilders Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Wilders application for a Special Land Use Permit, Final Site Plan and Design Review at 460 N. Old Woodward 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. Wilders shall abide by all provisions of the Birmingham City Code;
2. Wilders must maintain a valid Outdoor Dining Permit and enter into a Lease Agreement for the use of public property;
3. The Special Land Use Permit may be canceled by the City Commission upon finding 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, Wilders 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 Wilders to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that Wilders is recommended for an expansion into an adjacent tenant space, interior renovations, and the operation of a new outdoor dining platform in the N. Old Woodward right-of-way, 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 September 19, 2022.

---

**Alexandria Bingham**  
**City Clerk**



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RAVINE RD.

EUCLID AVE.

N. OLD WOODWARD AVE.

EXISTING  
RESIDENCE  
ZONED R2  
180 RAVINE RD.

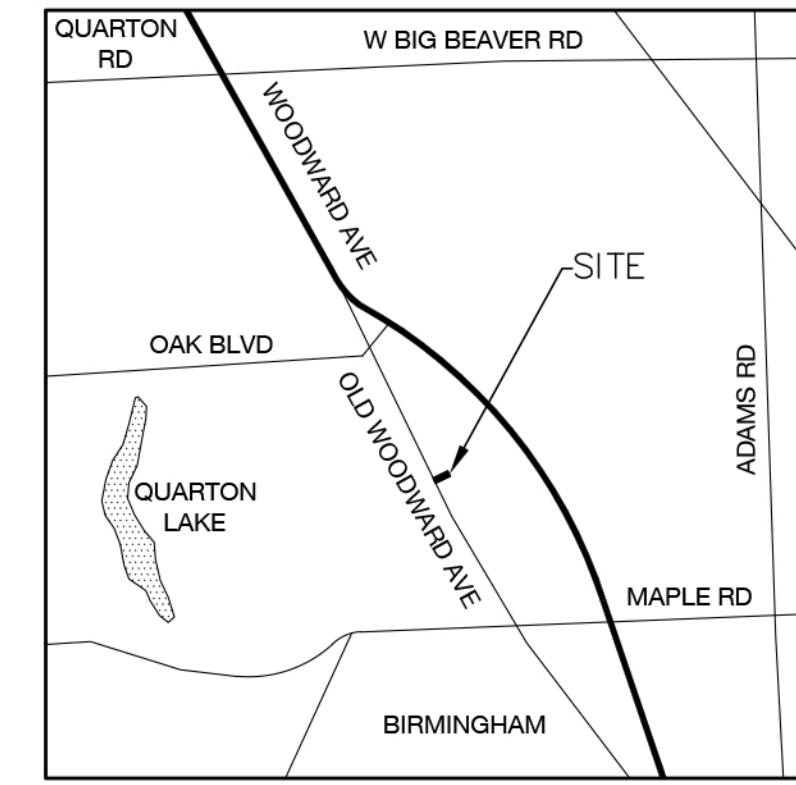
EXISTING  
RESIDENCE  
ZONED R2  
181 EUCLID AVE.

EXISTING 2-STORY BUILDING  
ZONED D-2  
470 N. OLD WOODWARD

PROPOSED  
3-STORY BUILDING  
ZONED D-2  
460 N. OLD WOODWARD

EXISTING  
2-STORY BUILDING  
ZONED D-2  
450 N. OLD WOODWARD

EXISTING  
3-STORY BUILDING  
ZONED D-2  
430 N. OLD WOODWARD



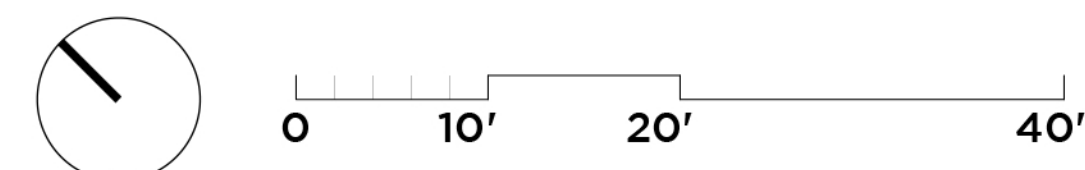
**SAROKI**  
ARCHITECTURE  
430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009  
P. 248.258.5707  
F. 248.258.5515  
SarokiArchitecture.com

**Project:**  
Wilder's  
460 N. Old Woodward Avenue  
Birmingham, Michigan 48009

Date:	Issued For:
05-10-2021	PRELIM. SITE PLAN REVIEW
10-27-2021	FINAL SITE PLAN REVIEW
03-15-2022	SPECIAL LAND USE PERMIT

Sheet No.:  
**A010**  
ARCHITECTURAL SITE PLAN

H5  
A010  
Architectural Site Plan  
SCALE: 1" = 10'-0"



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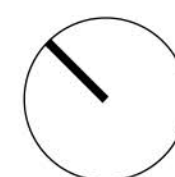


RAVINE RD.

EUCLID AVE.

N. OLD WOODWARD AVE.

H5  
A011  
Aerial Photograph - Existing Site  
SCALE: 1" = 10'-0"



0 10' 20' 40'

**SAROKI**  
ARCHITECTURE

430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009

P. 248.258.5707

F. 248.258.5515

SarokiArchitecture.com

Project:

460 Parkview

460 N. Old Woodward Avenue  
Birmingham, Michigan 48009

Date:

Issued For:

05-10-2021 PRELIM. SITE PLAN REVIEW

Sheet No.:

A011

Aerial Photograph -  
Existing Site

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ARCHITECTURE  
430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009  
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F. 248.258.5515  
SarokiArchitecture.com

**Project:**  
460 Parkview  
460 N. Old Woodward Avenue  
Birmingham, Michigan 48009

**Date:** 05-10-2021 **Issued For:** PRELIM. SITE PLAN REVIEW

**Sheet No.:**  
**A012**  
Photographs - Existing Site

H5  
A012  
Photographs - Existing Site  
SCALE: 1" = 10'-0"



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H5  
A01.3  
Photographs - Existing Site  
SCALE: 1" = 10'-0"

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ARCHITECTURE  
430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009  
P. 248.258.5707  
F. 248.258.5515  
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**Project:**  
460 Parkview  
460 N. Old Woodward Avenue  
Birmingham, Michigan 48009

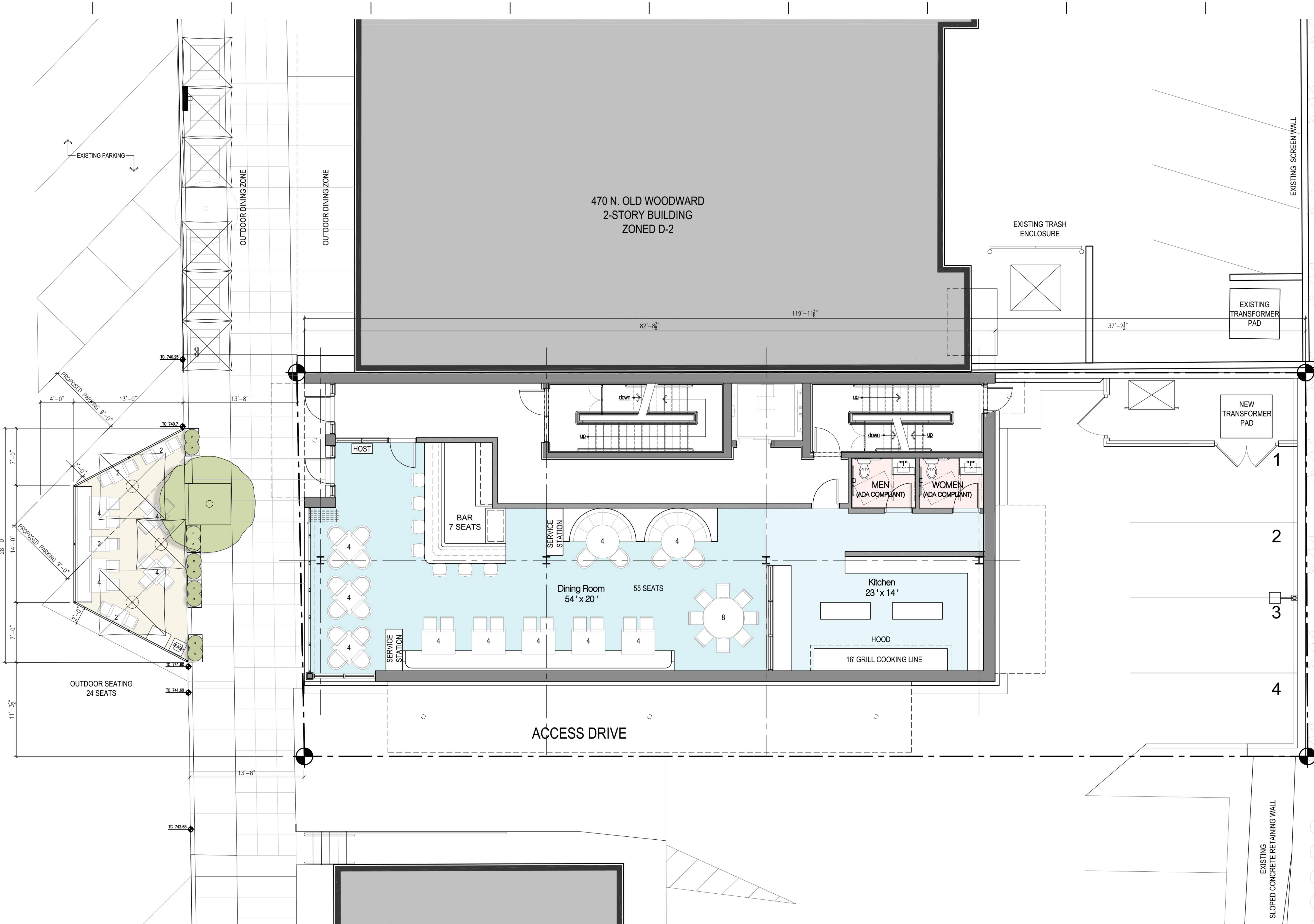
**Date:** 05-10-2021  
**Issued For:** PRELIM. SITE PLAN REVIEW

**Sheet No.:**  
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Photographs - Existing Site

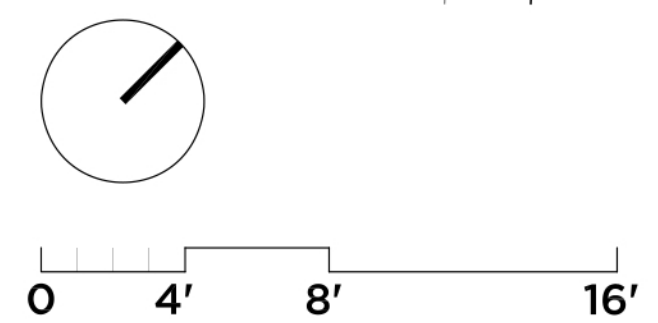


N. OLD WOODWARD AVE.

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H5  
A110  
First Level Floor Plan  
SCALE: 3/16" = 1'-0"



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F. 248.258.5515  
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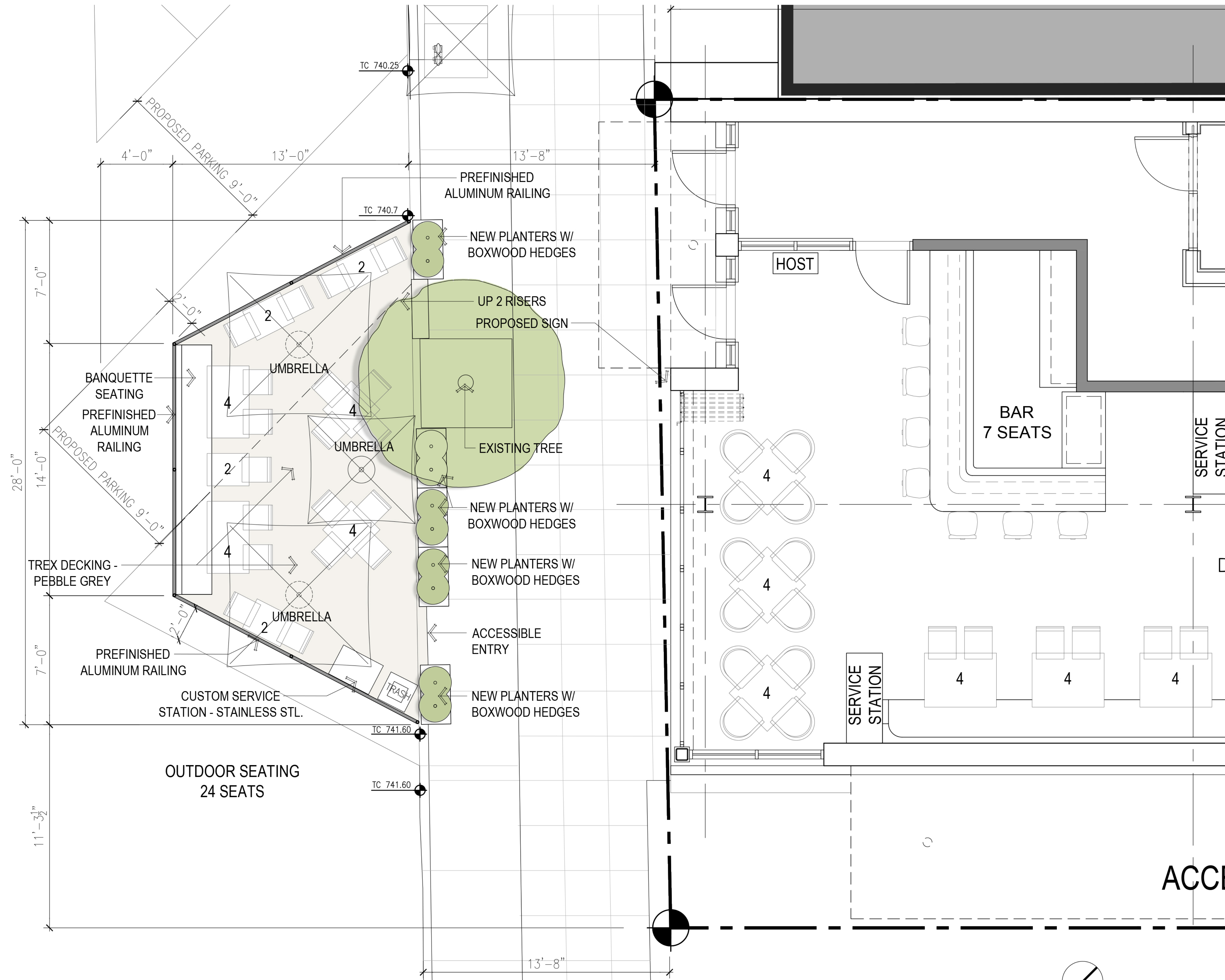
Project:  
Wilder's  
460 N. Old Woodward Avenue  
Birmingham, Michigan 48009

Date: 03-15-2022  
Issued For: SPECIAL LAND USE PERMIT

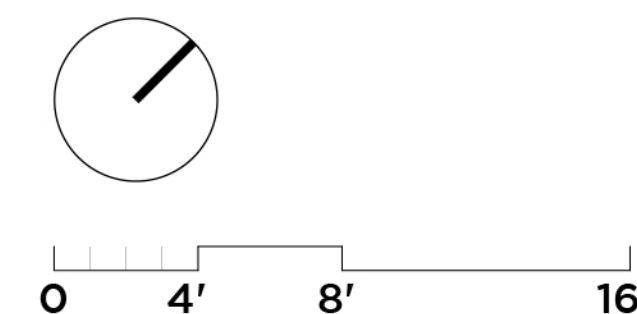
Sheet No.:  
**A110**  
FIRST LEVEL FLOOR PLAN



N. OLD WOODWARD AVE.



Enlarged  
Outdoor Dining Plan  
SCALE: 3/8" = 1'-0"



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**Project:**  
Wilder's  
460 N. Old Woodward Avenue  
Birmingham, Michigan 48009

**Date:** 08-15-2022 **Issued For:** SPECIAL LAND USE PERMIT

Sheet No.:

A111

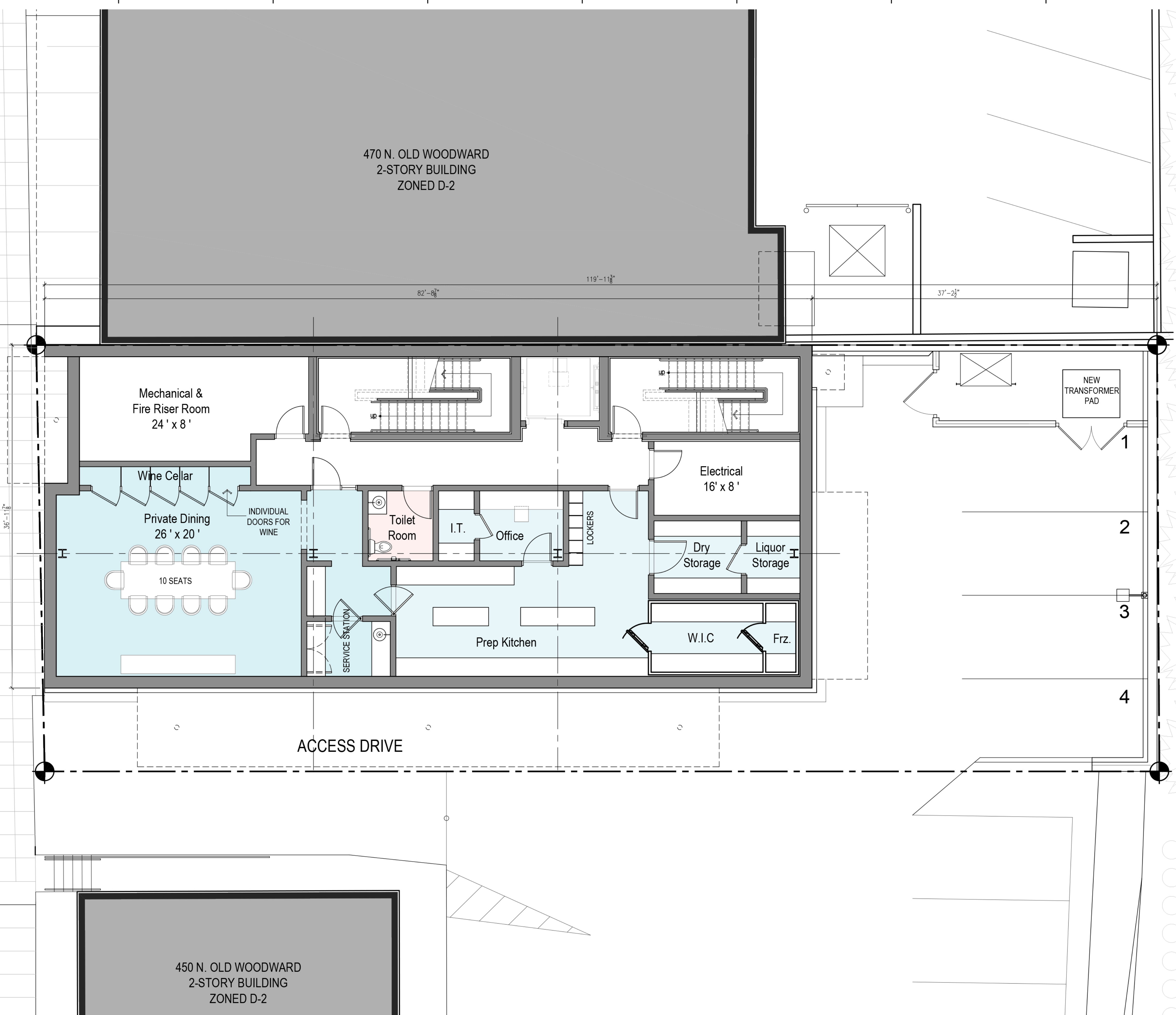
ENLARGED  
OUTDOOR DINING PLAN



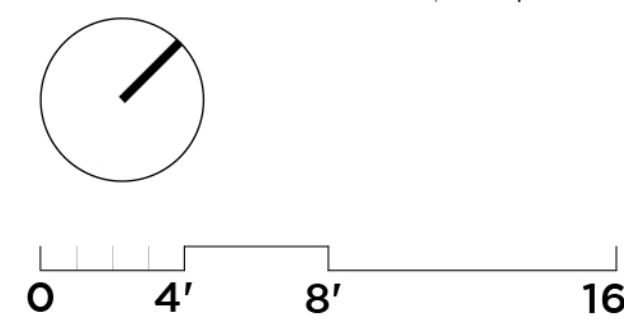
N. OLD WOODWARD AVE.

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1 2 3 4 5 6 7 8 9 10



H5 Lower Level Floor Plan  
A100 SCALE: 3/16" = 1'-0"



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BIRMINGHAM, MI 48009  
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**Project:**  
Wilder's  
460 N. Old Woodward Avenue  
Birmingham, Michigan 48009

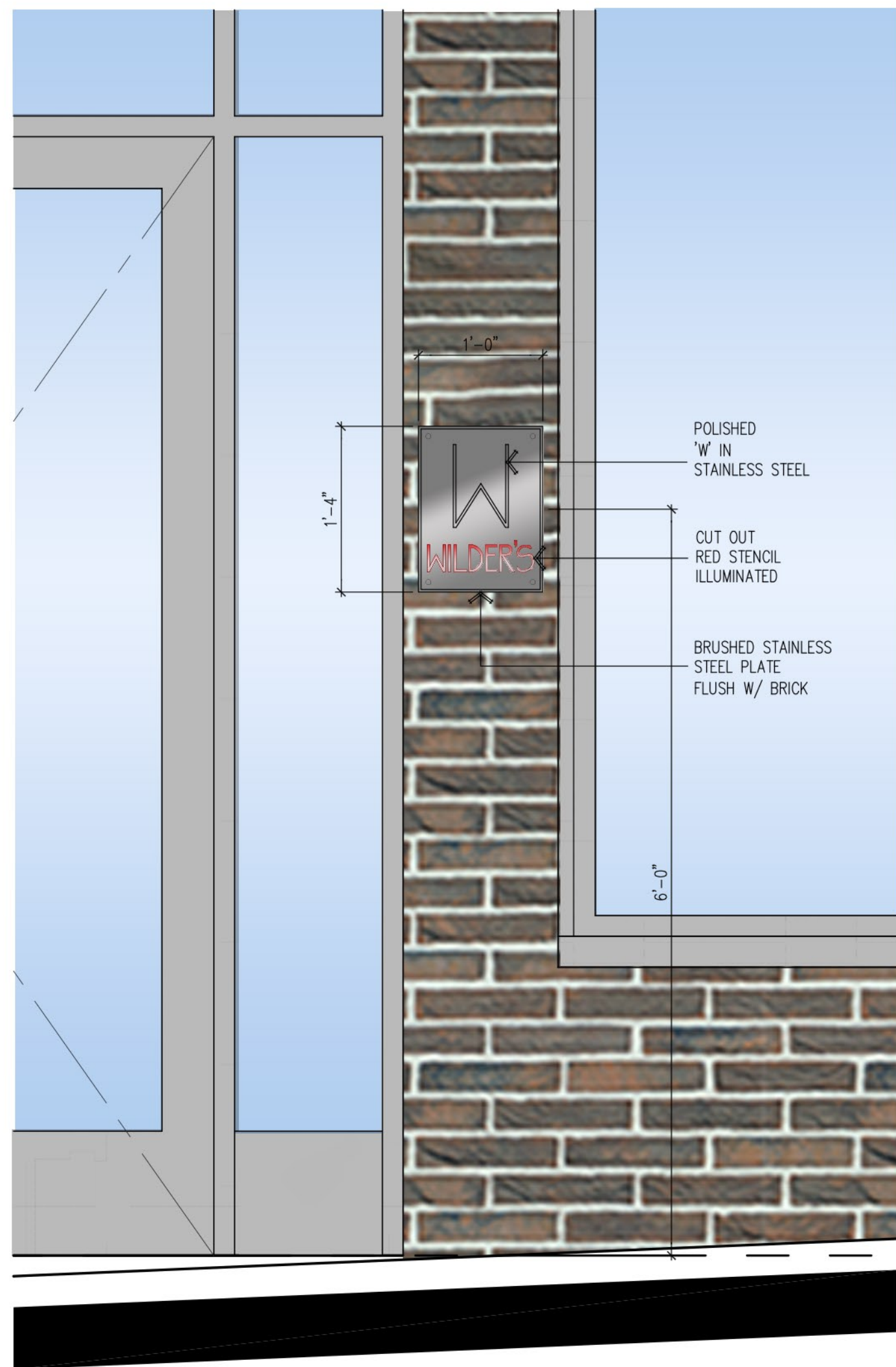
**Date:** 08-15-2022 **Issued For:** SPECIAL LAND USE PERMIT

**Sheet No.:**

**A100**  
LOWER LEVEL FLOOR PLAN



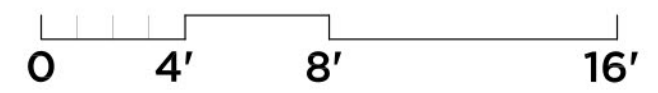
A  
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F1 Wilder's Sign Detail  
A200 SCALE: 1" = 1'-0"



H5 Elevation/West (N. Old Woodward)  
A200 SCALE: 3/16" = 1'-0"



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Wilder's  
460 N. Old Woodward Avenue  
Birmingham, Michigan 48009

Date:	Issued For:
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03-15-2022	SPECIAL LAND USE PERMIT

Sheet No.:  
**A200**  
EXTERIOR ELEVATIONS  
WEST



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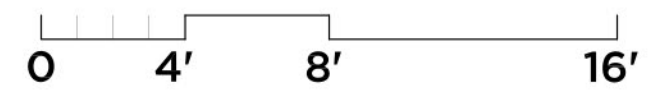
**SAROKI**  
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460 N. Old Woodward Avenue  
Birmingham, Michigan 48009

Date:	Issued For:
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10-27-2021	FINAL SITE PLAN REVIEW
03-15-2022	SPECIAL LAND USE PERMIT

Sheet No.:  
**A201**  
EXTERIOR ELEVATIONS  
SOUTH

H5  
A201  
Elevation/South  
SCALE: 3/16" = 1'-0"



1 2 3 4 5 6 7 8 9 10



A

B

C

D

E

F

G

H



H5  
A202  
Elevation/East  
SCALE: 3/16" = 1'-0"

**SAROKI**  
ARCHITECTURE

430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009

P. 248.258.5707  
F. 248.258.5515

SarokiArchitecture.com

**Project:**  
Wilder's  
460 N. Old Woodward Avenue  
Birmingham, Michigan 48009

Date:	Issued For:
05-10-2021	PRELIM. SITE PLAN REVIEW
10-27-2021	FINAL SITE PLAN REVIEW
03-15-2022	SPECIAL LAND USE PERMIT

**Sheet No.:**  
**A202**  
EXTERIOR ELEVATIONS  
EAST



LEGAL DESCRIPTION

THE SOUTHERLY 5.00 FEET OF LOT(S) 39, ALL OF 40, ALSO LOT 41, EXCEPT THE SOUTHERLY 9.00 FEET THEREOF OF "ASSESSOR'S PLAT NO. 29" A REPLAT OF: RESIDENCE PARK SUBDIVISION; A RESUBDIVISION OF LOTS 25 TO 27 INC., LOTS 57 TO 64 INC., AND PARTS OF RAVINE ROAD AND COURT INCLUDED THERIN OF RESIDENCE PARK SUBDIVISION, C.E. JONES SUB., & PART OF LOT 88 & ALL OF LOTS 13-14-15-16-53-54-55-56-57-87 & 89 OF OAK GROVE ADD., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 6 OF PLATS, PAGE 45 OF OAKLAND COUNTY RECORDS.

BASIS OF BEARING NOTE

The basis of bearing for this survey was established by the East line of N. Old Woodward Ave. as recorded in Liber 6 of Plats, Page 45, Oakland County Records.

TITLE NOTES

- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by making inquiry of persons in possession of the Land.
- Easements or encumbrances, or claims thereof, not shown by the Public Records.
- Interest of Fred Pierce, Inc., A Michigan Corporation, as evidenced by instrument recorded in Liber 4368, page 454 and Liber 7316, page 402. [NOT A PLOTTABLE EXCEPTION].
- Mortgage in the original amount of \$290,254.06 executed by The Junior League of Birmingham, Michigan, Inc., a Michigan non-profit corporation to Bank of Birmingham, dated September 10, 2012, recorded October 10, 2012, in Liber 44791, page 775. [NOT A PLOTTABLE EXCEPTION].
- Terms and Conditions contained in Resolution as disclosed by instrument recorded in Liber 8715, page 120. [NOT A PLOTTABLE EXCEPTION].
- Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
- Rights of tenants, if any, under any unrecorded leases.

All exceptions shown or noted on this survey were obtained from Title Commitment No. 813996, Revision A, printed July 6, 2018, with an effective date of June 25, 2018, issued by First American Title Insurance Company.

TABLE A NOTES

- There was no observable evidence of current earth moving work, building construction or building additions observed in the process of conducting the fieldwork.
- There are no known proposed changes in street right-of-way lines available from the controlling jurisdiction.
- There was no observable evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

SITE DATA

Gross Land Area: 5,543 Square Feet or 0.127 Acres.  
Zoned: B-2 (General Business)  
Building Setbacks:  
Front= 0'  
Sides= 0'  
Rear= 20' when adjacent to a residential district

Max. Building Height permitted: 3 stories / 40'

Total Parking: 3 spaces including 0 barrier free spaces.

The above setback & height requirements were obtained from the City of Birmingham Zoning Ordinance.

A surveyor cannot make a certification on the basis of an interpretation or opinion of another party. A zoning endorsement letter should be obtained from the City of Birmingham to insure conformity as well as make a final determination of the required building setback requirements.

UTILITY NOTE

All utilities are underground unless otherwise noted.

The utilities shown on this survey were determined by field observation. All locations are approximate. The location of any other underground services which may exist can only be depicted if a Utility Plan is furnished to the surveyor.

CEMETERY NOTE

There was no observable evidence of cemeteries or burial grounds within the subject property.

FLOOD HAZARD NOTE

The Property described on this survey does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency; the property lies within Zone X of the Flood Insurance Rate Map identified as Map No. 26125C0537F bearing an effective date of September 29, 2006.

SURVEYOR'S CERTIFICATION

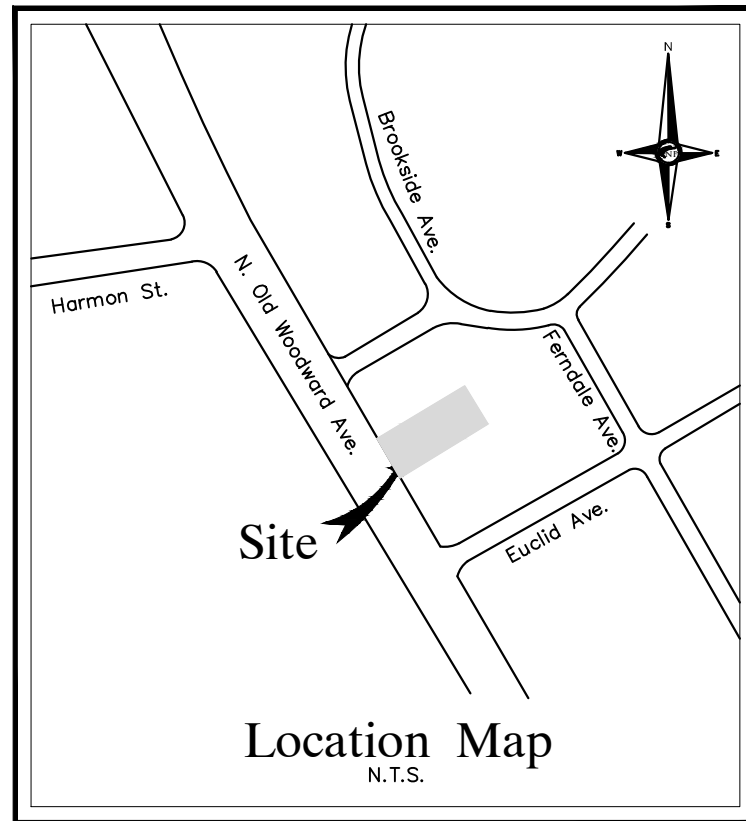
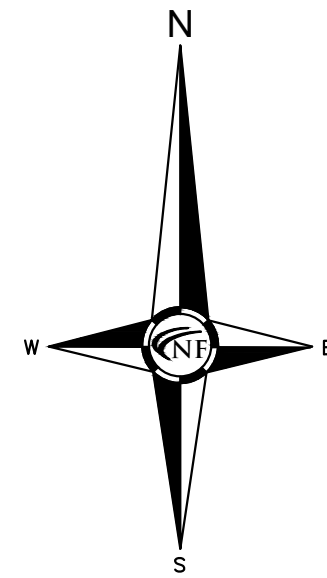
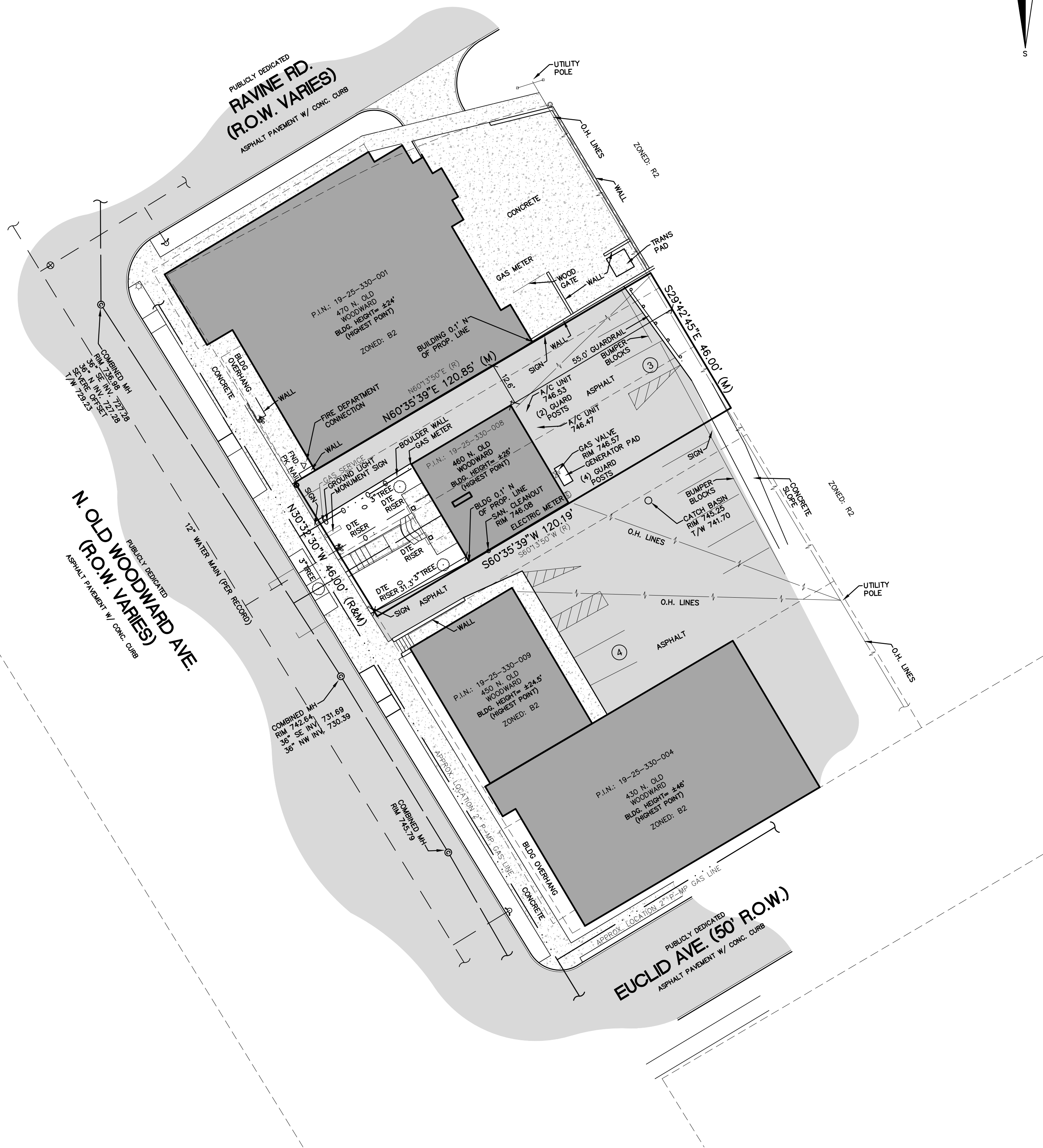
To:

Victor Saroki & Associates Architects, P.C., a Michigan professional corporation  
The Junior League of Birmingham, MI, Inc.  
First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 3, 4, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 13, 16, and 17 of Table A thereof.

The field work was completed on 07-20-2018.

Kevin Navaroli, P.S.  
No. 53503  
Dated: 08-31-2018



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

SEAL

PROJECT

460 N. Old Woodward  
Birmingham, MI

CLIENT

Saroki Architecture  
430 N. Old Woodward  
Birmingham, MI 48009

Contact: Victor Saroki  
Ph: (248) 258-5707

PROJECT LOCATION

Part of Section 25  
T. 2 North, R. 10 East  
City of Birmingham,  
Oakland County, Michigan

SHEET

ALTA / NSPS Land  
Title Survey



Know what's below  
Call before you dig.

DATE ISSUED/REVISED  
04-30-21 PRELIMINARY SITE PLAN REVIEW

DTE DISCLAIMER NOTE

PLEASE NOTE THAT DTE HAS NEW REGULATIONS THAT MAY IMPACT DEVELOPMENT OUTSIDE THEIR EASEMENT OR THE PUBLIC RIGHT OF WAY. CLIENT SHALL CONTACT DTE TO DETERMINE THE "NEW STRUCTURES AND POWER LINE" REQUIREMENTS AS THEY MAY APPLY TO ANY FUTURE BUILDING OR RENOVATION OF A STRUCTURE. DTE ENERGY CAN BE CONTACTED AT 800-477-4747

MISS DIG / UTILITY DISCLAIMER NOTE

THE LOCATION OF THE AT&T CONDUITS/CABLES SHOWN ON THE RECORDS PROVIDED BY AT&T COULD NOT BE ACCURATELY PLOTTED DUE TO A LACK OF DIMENSIONS AND/OR SCALE. CLIENT SHALL CONTACT AT&T TO DETERMINE THE LOCATION OF THE UNDERGROUND UTILITY.

MISS DIG / UTILITY DISCLAIMER NOTE

A MISS DIG TICKET NUMBER A81781058, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY. DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON JULY 24, 2018. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.

UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.

THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

LEGEND

MANHOLE	EXISTING SANITARY SEWER
HYDRANT	EXISTING SAN. CLEAN OUT
MANHOLE	EXISTING WATER MAIN
MANHOLE	EXISTING STORM SEWER
UTILITY POLE	EX. R.Y. CATCH BASIN
GUY POLE	EXISTING BURIED CABLES
GUY WIRE	OVERHEAD LINES
SIGN	LIGHT POLE
EXISTING GAS MAIN	

DRAWN BY:  
A. Eizember

DESIGNED BY:

APPROVED BY:  
K. Navaroli

DATE:  
April 30, 2021

SCALE: 1" = 20'

20 10 0 10 20 30

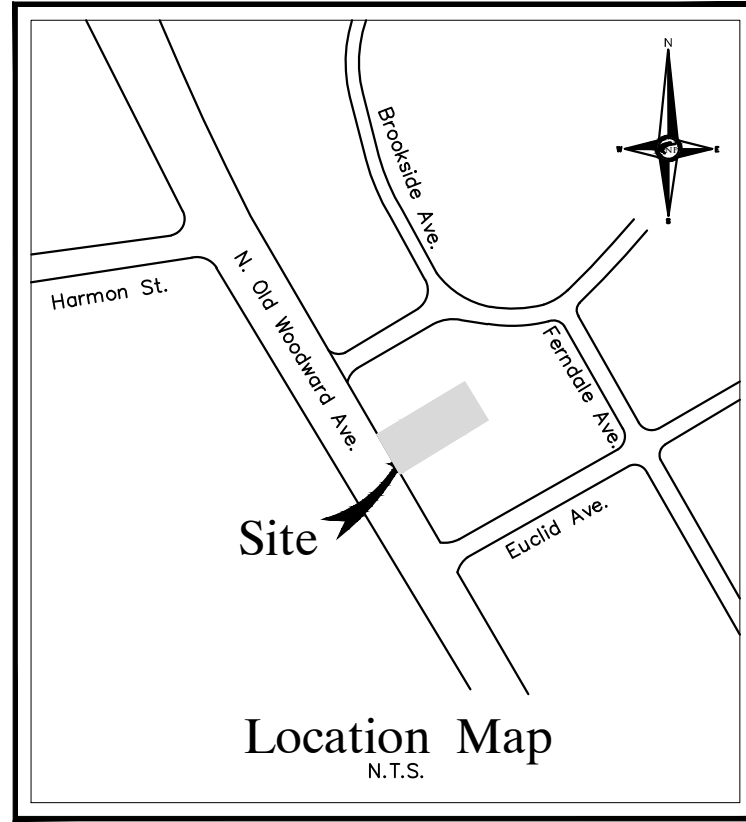
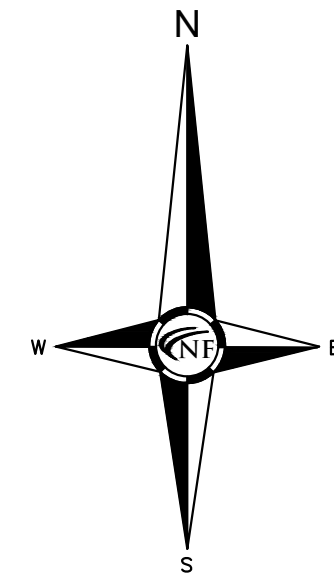
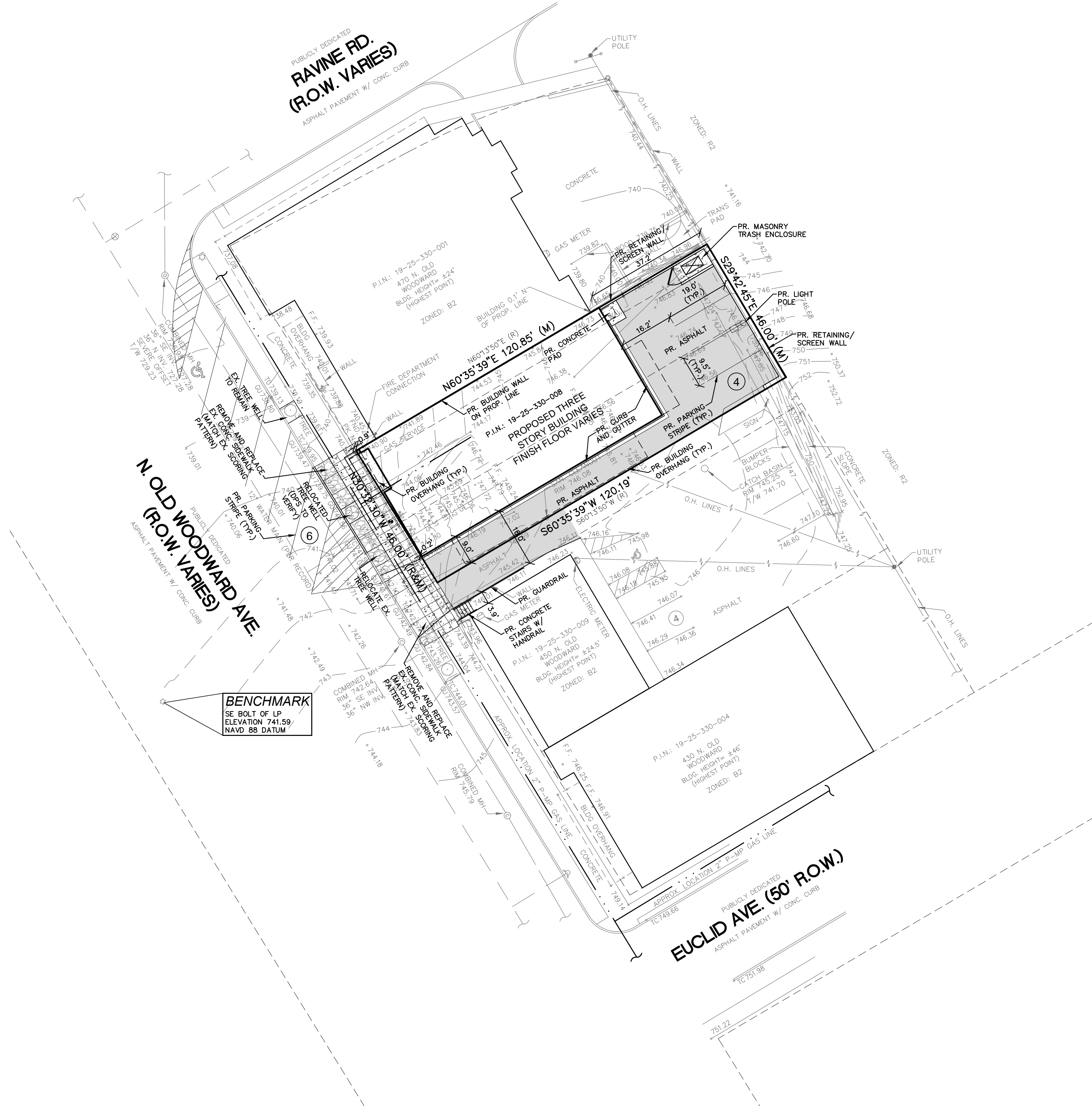
NFE JOB NO.

K519

SHEET NO.

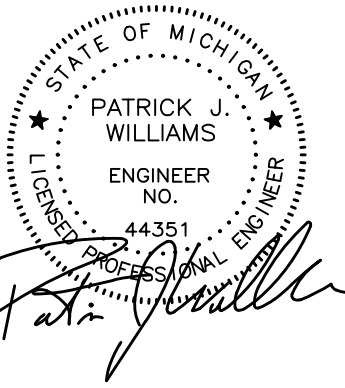
SP-1





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

SEAL



PROJECT  
460 N. Old Woodward  
Birmingham, MI

CLIENT  
Saroki Architecture  
430 N. Old Woodward  
Birmingham, MI 48009

Contact: Victor Saroki  
Ph: (248) 258-5707

PROJECT LOCATION  
Part of Section 25  
T. 2 North, R. 10 East  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Dimensional Site Plan

SITE DATA

ZONING: B2 (GENERAL BUSINESS)  
SITE AREA: 5,543 S.F. OR 0.13 ACRES  
BUILDING AREA:  
1ST FLOOR: 1,806 S.F. RETAIL  
2ND FLOOR: 2,960 S.F. OFFICE  
3RD FLOOR: 2,485 S.F. RESIDENTIAL  
MAX. BUILDING HEIGHT: 3 STORIES / 40'  
SETBACKS:  
FRONT (WEST): 0' REQUIRED, 0.2' PROVIDED  
SIDE (NORTH): 0' REQUIRED, 0.0' PROVIDED  
SIDE (SOUTH): 0' REQUIRED, 9.0' PROVIDED  
REAR (EAST): 20' REQUIRED, 37.2' PROVIDED

PAVING LEGEND

	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

LEGEND

	MANHOLE		EXISTING SANITARY SEWER
	HYDRANT		SAN. CLEAN OUT
	MANHOLE CATCH BASIN		EXISTING WATERMAIN
	UTILITY POLE		EXISTING STORM SEWER
	GUY POLE		EX. R. Y. CATCH BASIN
	GUY WIRE		EXISTING BURIED CABLES
	OVERHEAD LINES		LIGHT POLE
	SIGN		EXISTING GAS MAIN
	C.O. MANHOLE		PR. SANITARY SEWER
	HYDRANT		PR. WATER MAIN
	INLET		PR. STORM SEWER
	C.B. MANHOLE		PR. R. Y. CATCH BASIN
	PROPOSED LIGHT POLE		



DATE ISSUED/REVISED  
04-30-2021 PRELIMINARY SITE PLAN REVIEW  
03-14-2022 REVISED PER CITY

DRAWN BY:  
A. Eizember

DESIGNED BY:  
A. Eizember

APPROVED BY:  
P. Williams

DATE:  
April 30, 2021

SCALE: 1" = 20'

NFE JOB NO.  
K519

SHEET NO.  
SP-2



Detention Calculations (10) Year Storm Event		
Contributing Area:	0.112	Acres
Allowable Outflow, Qa :	1.000	CFS / Acre
Runoff Coefficient, C :	0.950	Imperviousness
Maximum Allowable Outflow, Qo :	1.053	CFS / Acre * Imperv.
Ts Storage Time ( 10 Yr ):	53.958	Minutes
Vs Storage Time ( 10 Yr ):	4,903.532	CF / Acre * Imperv.
Vt Total Volume ( 10 Yr ):	521.736	Cubic Feet
Volume Required :	522	Cubic Feet
Required Formulae:		
Qo = Qa / (Area x C)	Vs = (10,500 x T)/(T + 25) - (40 x Qo x T)	
T = .25 + (6,562.5 / Qo) <sup>0.5</sup>	Vt = Vs x A x C	

#### PIPE STORAGE CALCULATIONS

Pipe Dia (inches)	X-sec area (sq. ft.)	Length (LF)	Volume Provided (Cubic Feet)
30	4.91	84	412.5

Volume Provided (Cu. Ft.) 413

#### STRUCTURE STORAGE CALCULATIONS

Structure Dia (inches)	Structure (quantity)	X-sec area (sq. ft.)	Depth (feet)	Volume (cu. ft.)
60	1	19.64	10.25	201.3

Volume (Cu. Ft.) 201

TOTAL STORAGE PROVIDED = 614 Cu. Ft.

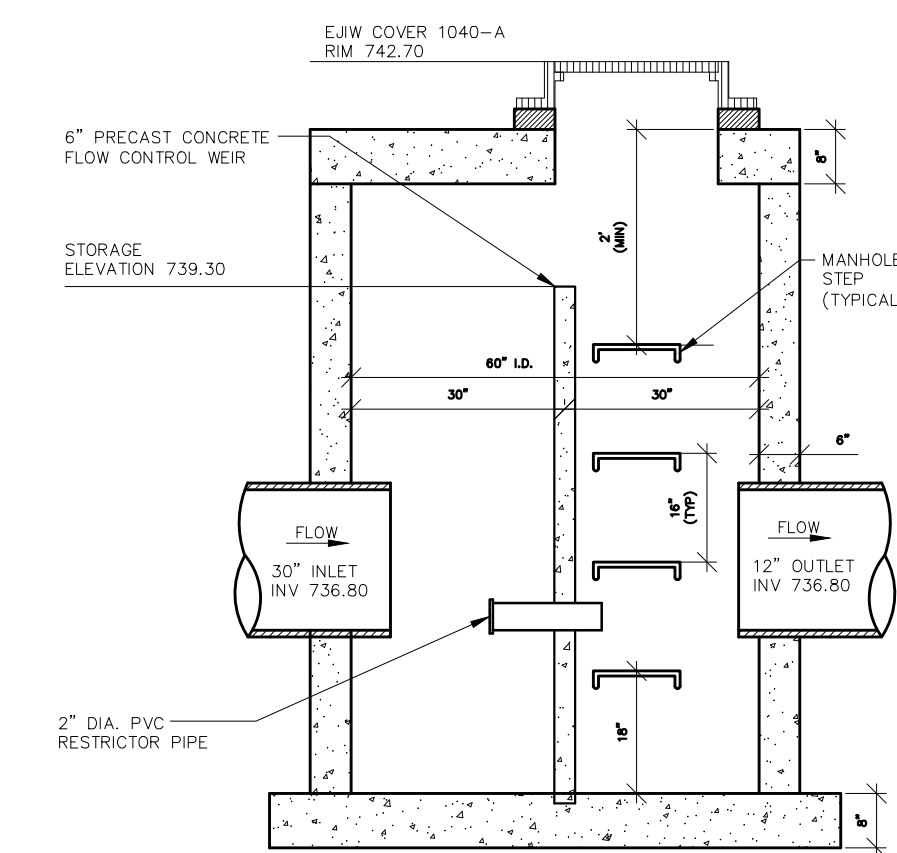
#### RESTRICTOR CALCULATIONS

Contributing Acreage, A:	0.11	Acres
Allowable Outflow / Acre, Qa:	1.00	CFS / Acre
Storage Elevation:	739.30	Feet
Outlet Elevation:	736.80	Feet
Depth of Storage, h:	2.50	Feet
Maximum Allowable Outflow, Qo:	0.11	CFS
Required Restrictor Size:	0.01	Square Feet
Design Restrictor Diameter:	1.62	Inch Diameter
Restrictor Required by Design:	2	Inch Diameter

Formula:  $Q = (0.62 \times A \times ((2gh)^{0.5}))$

#### STORM STRUCTURE SCHEDULE

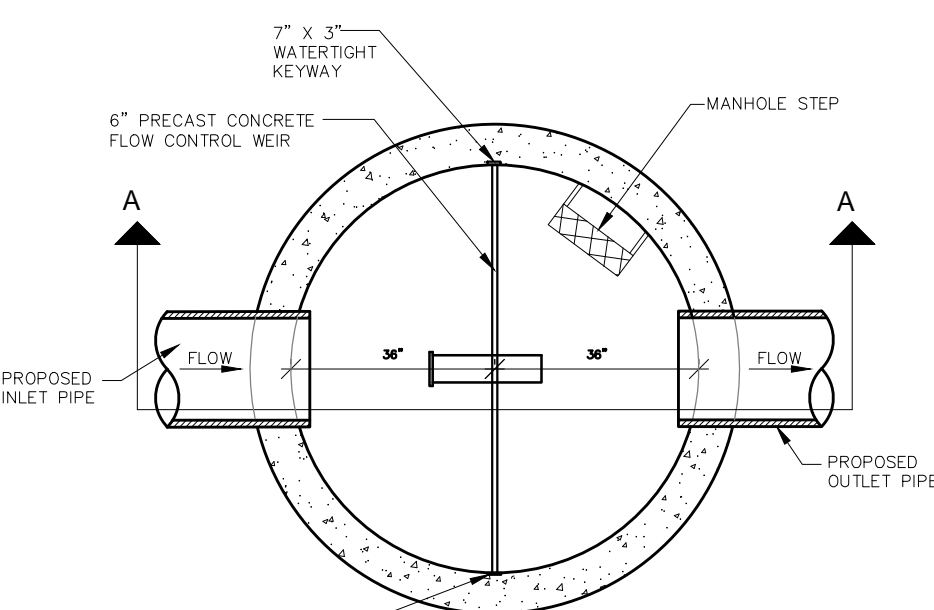
- EX. COMBINED MANHOLE  
EX. 36" SE INV. 731.69  
EX. 36" NW INV. 730.39  
PR. 12" NE INV. 736.22
- 5' DIA. OVERFLOW MH  
(PER DETAIL)  
RIM 742.70  
36" NE INV. 736.80  
12" SW INV. 736.80
- 5' DIA. CATCH BASIN  
W/2' SUMP  
RIM 745.90  
8" NW INV. 742.40  
36" SW INV. 737.64



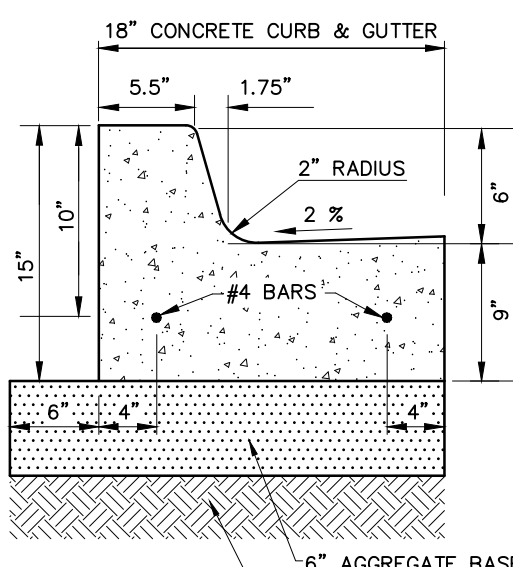
SECTION A-A

#### 5' DIAMETER OVERFLOW MANHOLE DETAIL

N.T.S.

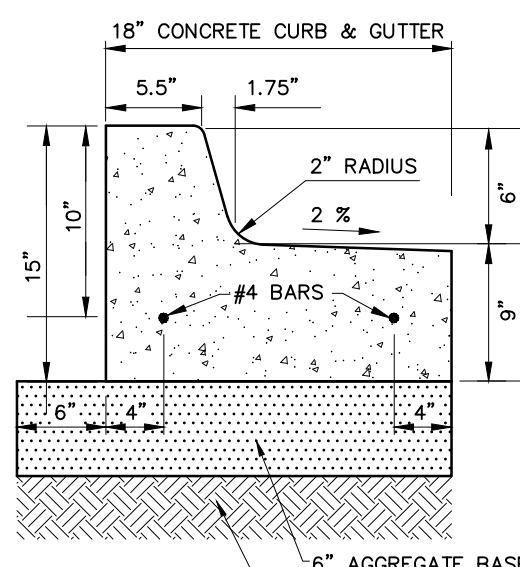


SECTION DETAIL



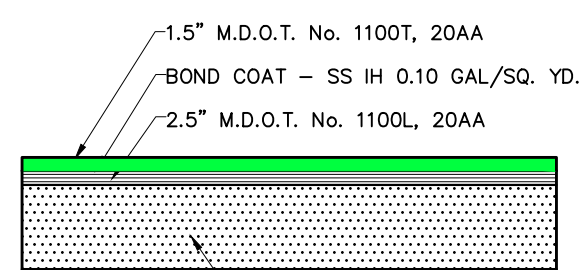
CONCRETE CURB DETAIL 'A'

N.T.S.



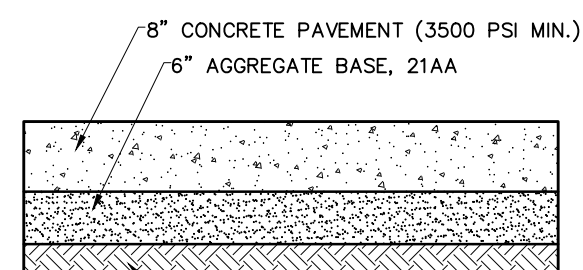
CONCRETE CURB DETAIL 'B'

N.T.S.



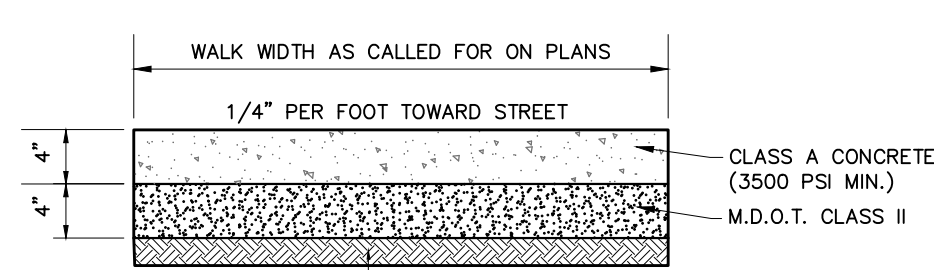
ASPHALT PAVEMENT SECTION

(DRIVE AND PARKING)



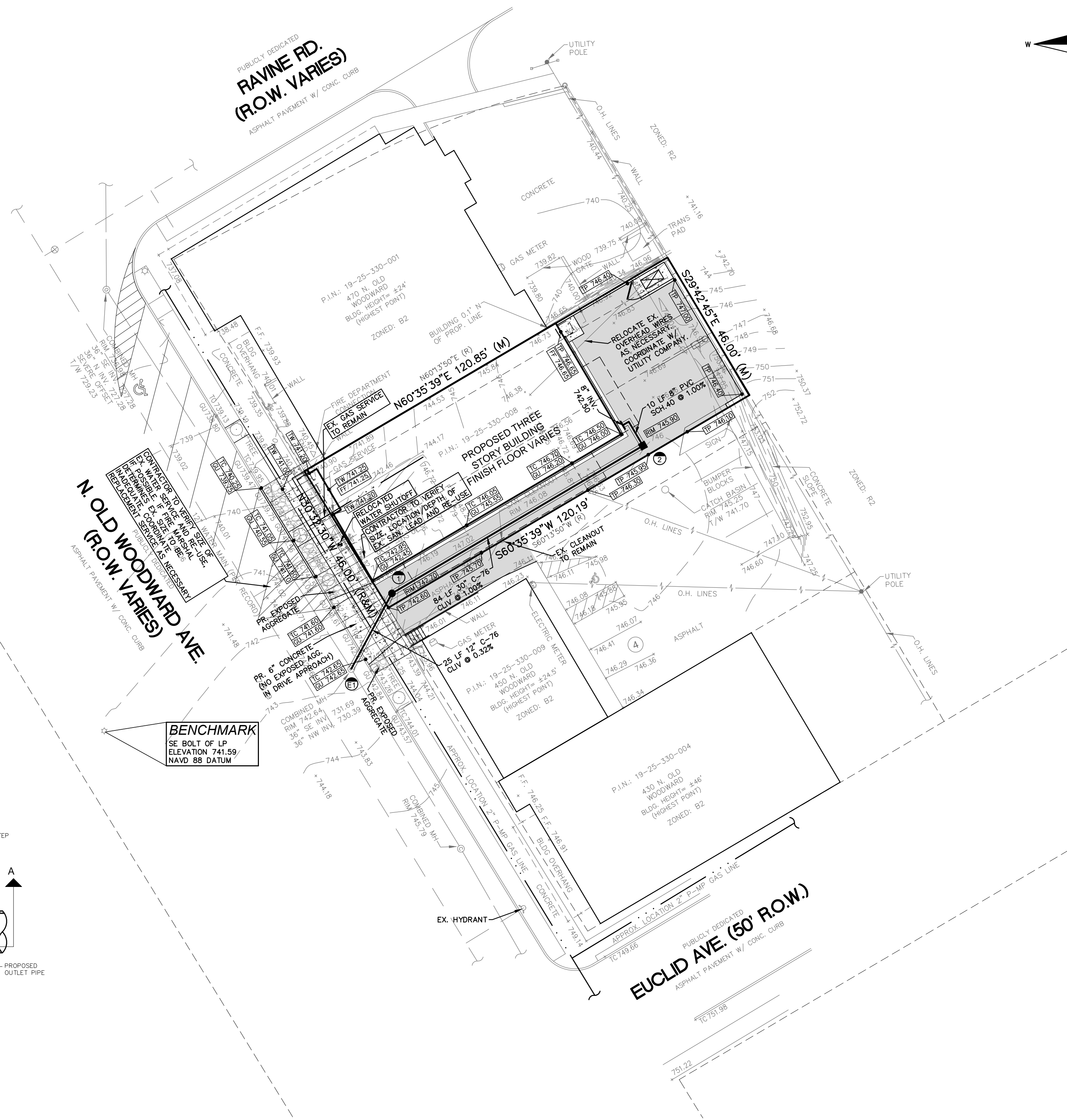
CONCRETE PAVEMENT SECTION

N.T.S.



CONCRETE SIDEWALK SECTION

N.T.S.



#### GENERAL PAVING NOTES

PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

CONCRETE: PORTLAND CEMENT TYPE 1A (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.

ASPHALT: BASE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100L, 20AA; SURFACE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100T, 20AA; ASPHALT CEMENT PENETRATION GRADE 85-100, BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.

PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.

ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.

ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.

ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.

ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.

CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.

FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.

EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.

EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.

SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.

ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.

FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.

#### PAVING LEGEND

	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

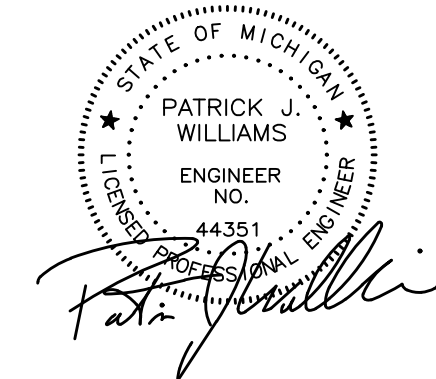
#### LEGEND

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HYDRANT	SAN. CLEAN OUT
MANHOLE CATCH BASIN	EXISTING WATERMAIN
UTILITY POLE	EXISTING STORM SEWER
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NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SEAL



PROJECT  
460 N. Old Woodward  
Birmingham, MI

CLIENT

Saroki Architecture  
430 N. Old Woodward  
Birmingham, MI 48009

Contact: Victor Saroki  
Ph: (248) 258-5707

PROJECT LOCATION

Part of Section 25  
T. 2 North, R. 10 East  
City of Birmingham,  
Oakland County, Michigan

SHEET

Engineering Site Plan



DATE ISSUED/REVISED  
04-30-2021 PRELIMINARY SITE PLAN REVIEW  
03-14-2022 REVISED PER CITY

DRAWN BY:  
A. Eizember

DESIGNED BY:  
A. Eizember

APPROVED BY:  
P. Williams

DATE:  
April 30, 2021

SCALE: 1" = 20'

20 10 0 10 20 30

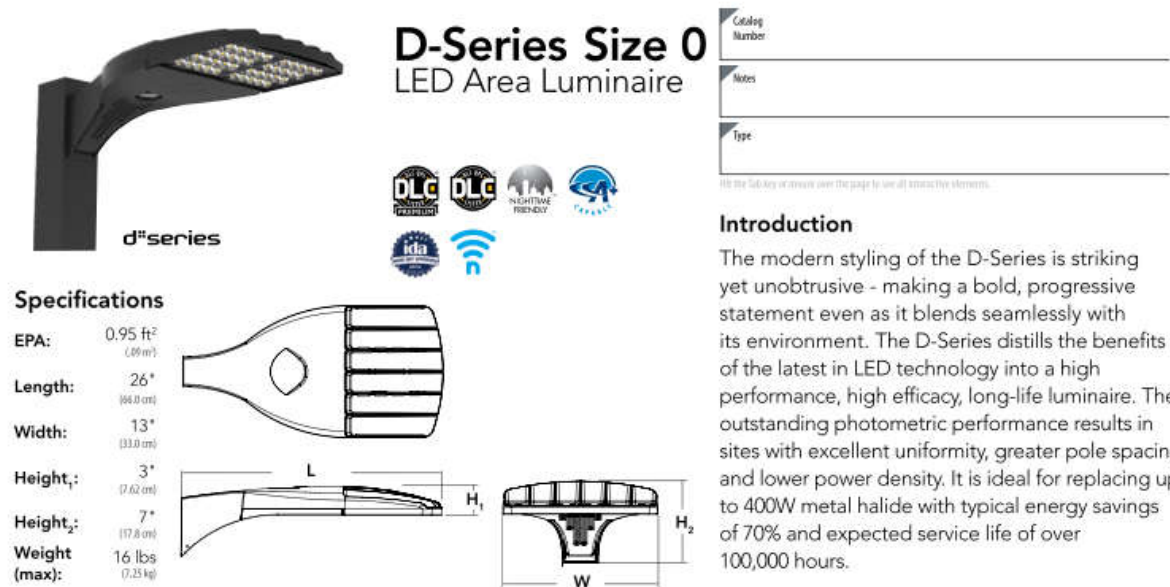
NFE JOB NO.

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SHEET NO.

SP-3





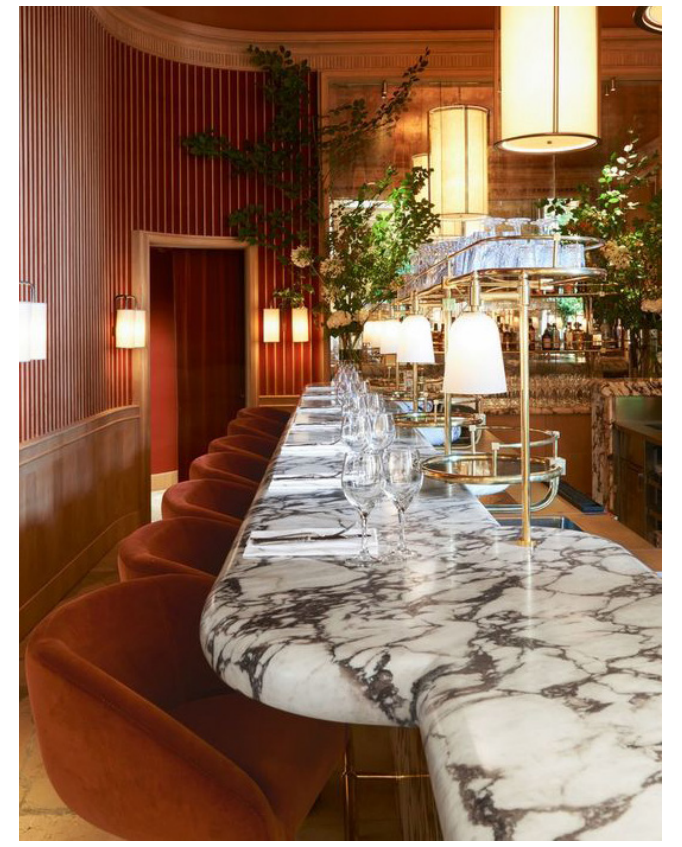
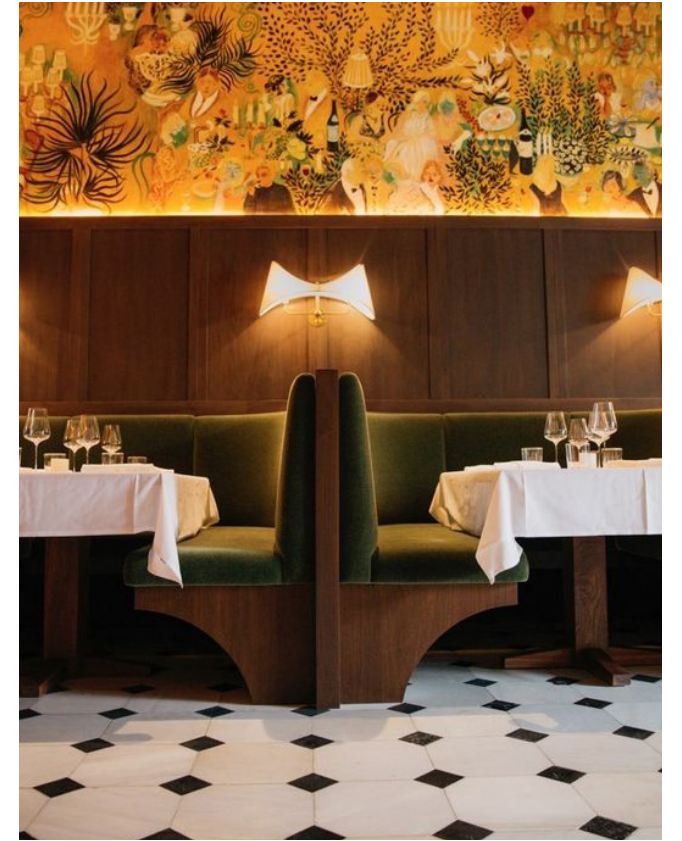
Ordering Information				EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAR2 PIRHN DBX8D			
DSX0 LED							
Series	LEDs	Color Temperature	Distribution		Height	Mounting	
DSX0 LED	Forward optics		30K 3000 K	T15 Type I (not Automotive)	T35 Type I (not Automotive)	Shipped installed	
	P1 P4 P7	40K 4000 K	T25 Type I (not Automotive)	T35 Type I (not Automotive)	120"	SPA Square pole mounting	
	P2 P5	50K 5000 K	T35 Type I (not Automotive)	T35 Type I (not Automotive)	120"	WBA Round pole mounting	
	P3 P6		T35 Type I (not Automotive)	BEC Backlight ambient	240"	WBA Round pole mounting	
	Recessed optics		T35 Type I (not Automotive)	CCO Left corner cast	247"	SPUMBA Square pole universal mounting adapter	
	P10 P12		540K 5400 K	CCO Right corner cast	374"	SPUMBA Square pole universal mounting adapter	
	P11 P13		T35 Type I (not Automotive)		400"	SPUMBA Square pole universal mounting adapter	
	P14 P16		T35 Type I (not Automotive)			Shipped separately	
	P17 P19		T35 Type I (not Automotive)			KMAA DSX0 D Max mounting back adapter	
						DSX0 D Max mounting back adapter	
Control options				Other options		Finish options	
Shipped installed				Shipped separately		Shipped separately	
NLTAR2 Light Rail generation 2 enabled				PIR Network, high beam retroreflective sensor		DBX00 Dark finish	
PIRHN Sensor (replace only back and front) (control cabinet)				PIRHN 6000 back lock (replace only luminaire adapter)		DBX00 Dark finish	
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PIRHN Sensor (replace only back and front) (control cabinet)				PIRHN 6000 back lock (replace only luminaire adapter)		DBX00 Dark finish	
PIRHN Sensor (replace only back and front) (control cabinet)				PIRHN 6000 back lock (replace only luminaire adapter)		DBX00 Dark finish	
PIRHN Sensor (replace only back and front) (control cabinet)				PIRHN 6000 back lock (replace only luminaire adapter)		DBX00 Dark finish	
PIRHN Sensor (replace only back and front) (control cabinet)				PIRHN 6000 back lock (replace only luminaire adapter)		DBX00 Dark finish	
PIRHN Sensor (replace only back and front) (control cabinet)							



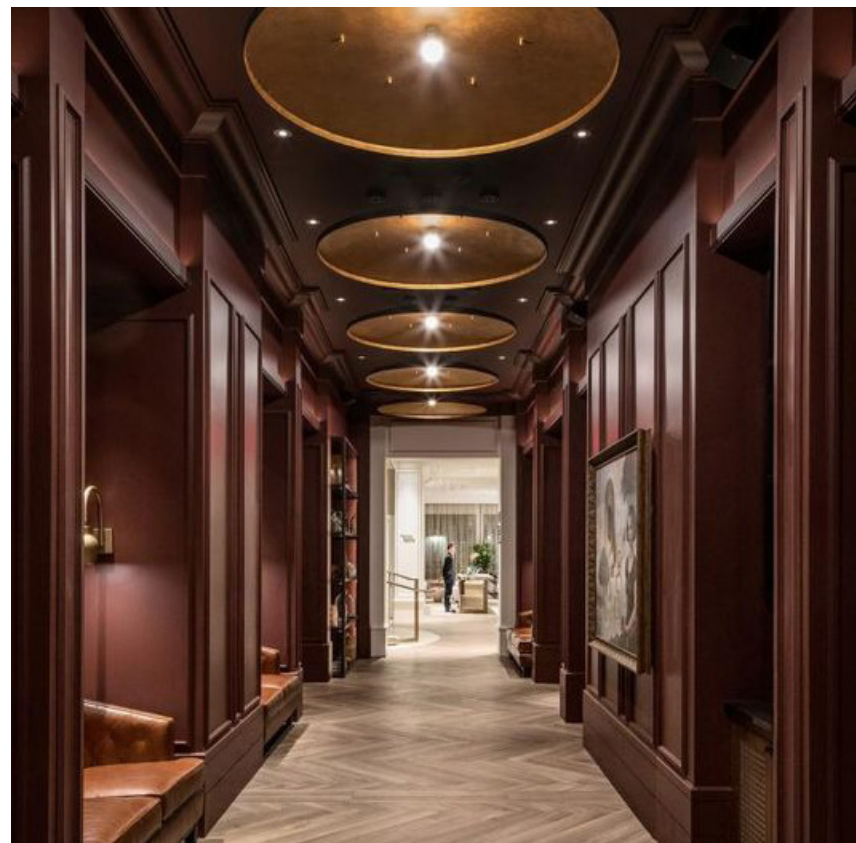
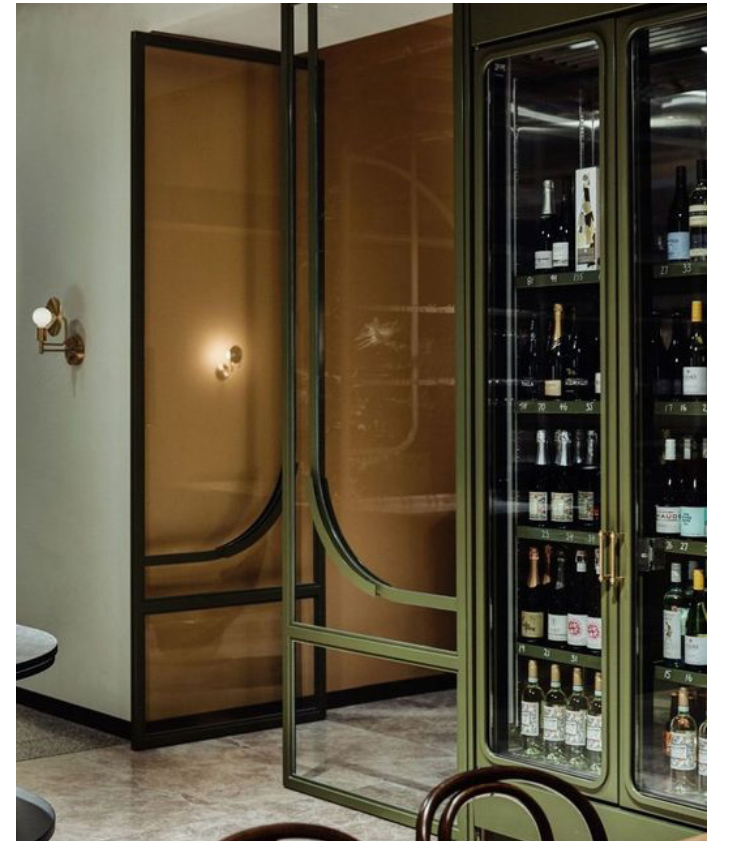
# Wilder's

CONCEPTUAL DESIGN PACKAGE | MARCH 15, 2022











MARBLE BAR TOP



WALNUT WOOD TONES



SAFFRON VELVET



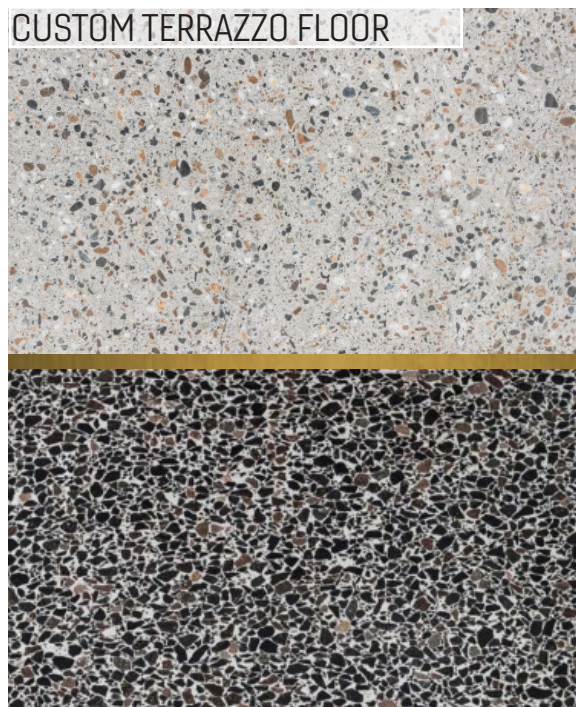
ANTIQUE MIRROR



PAINTERLY MURAL WALLCOVERING



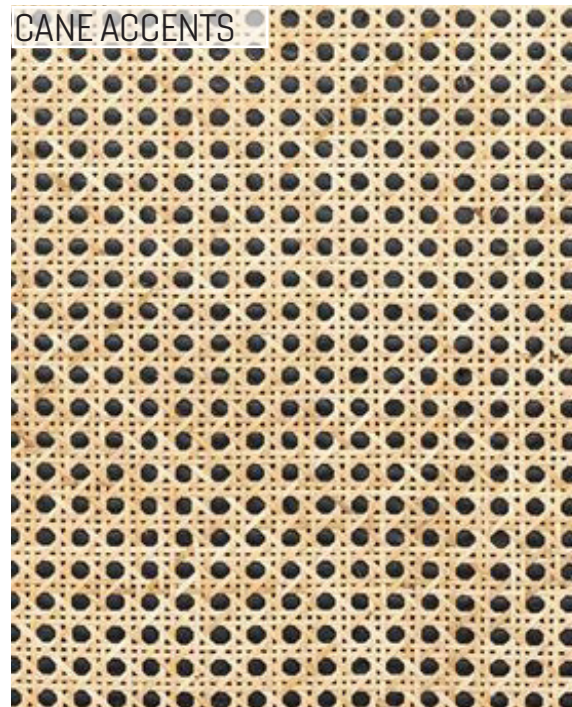
CUSTOM TERRAZZO FLOOR



MOSS VELVET



CANE ACCENTS



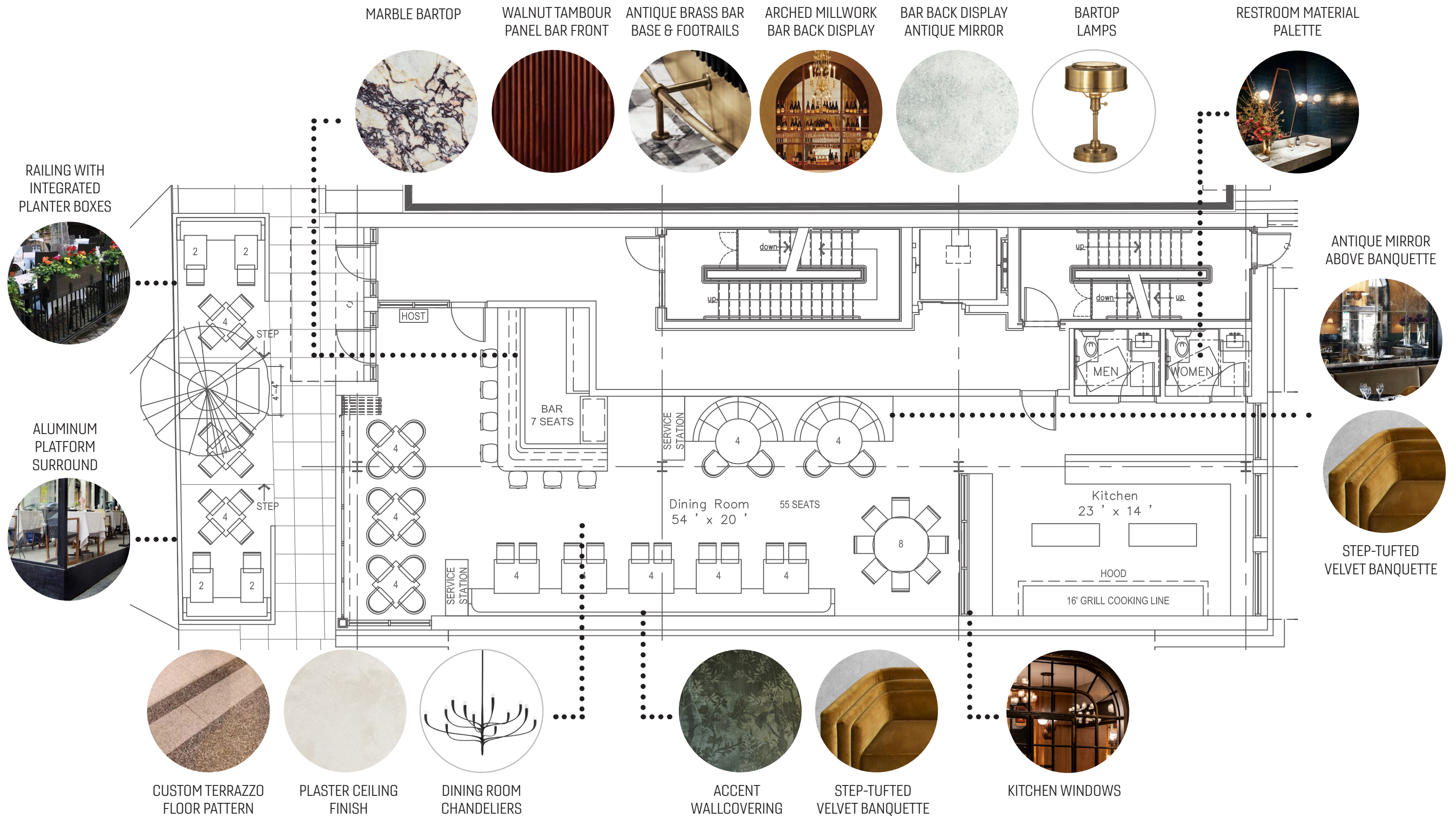
AGED BRASS

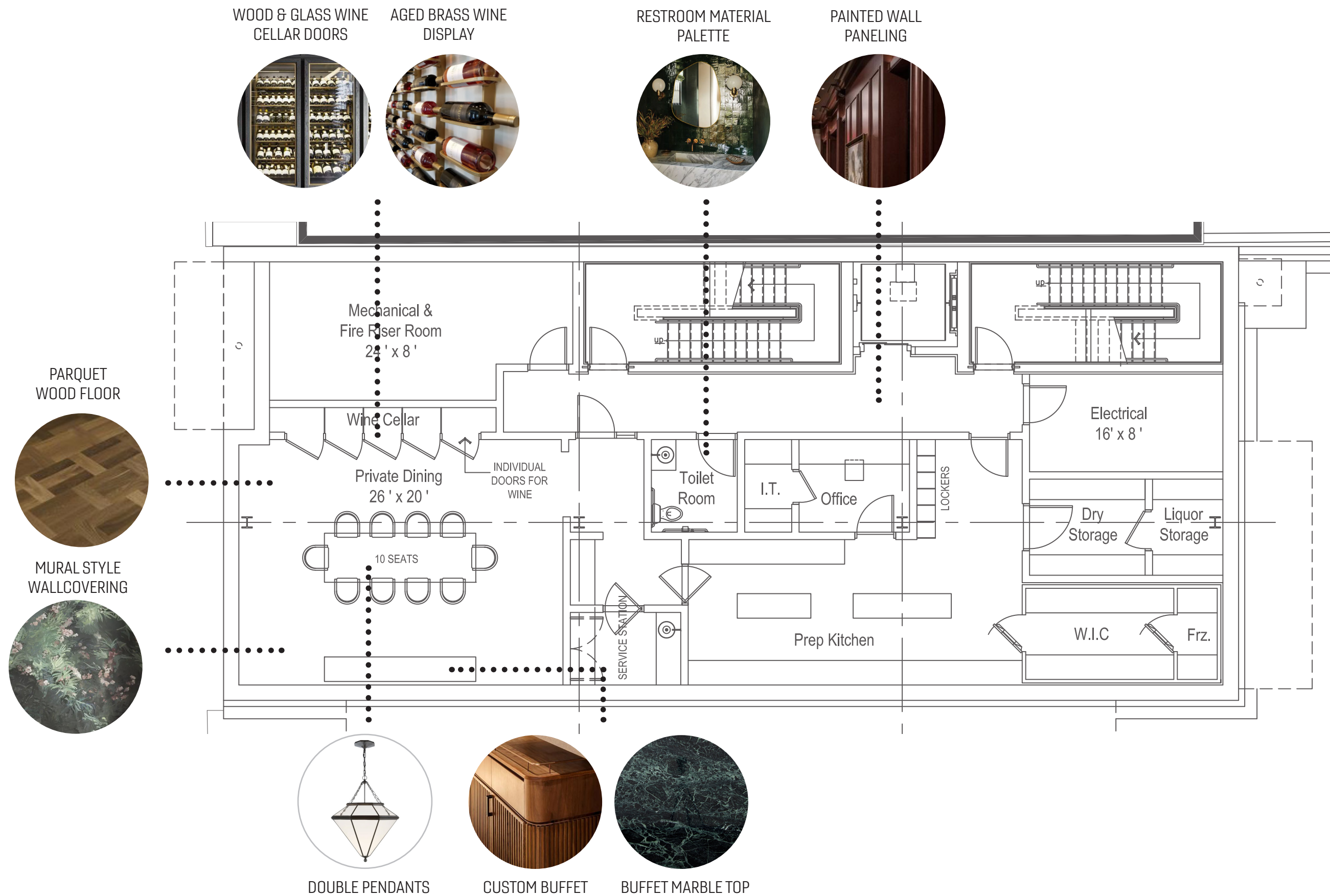


PARQUET WOOD FLOOR











BARSTOOL - OPTION 1



DINING ARM CHAIR - OPTION 1



ARMLESS DINING CHAIR CHAIR  
(LINEAR BANQUETTE) - OPTION 1



DINING CHAIR (PRIVATE DINING ROOM)  
OPTION 1



BANQUETTE TUFTING - OPTION 1



BARSTOOL - OPTION 2



DINING ARM CHAIR - OPTION 2



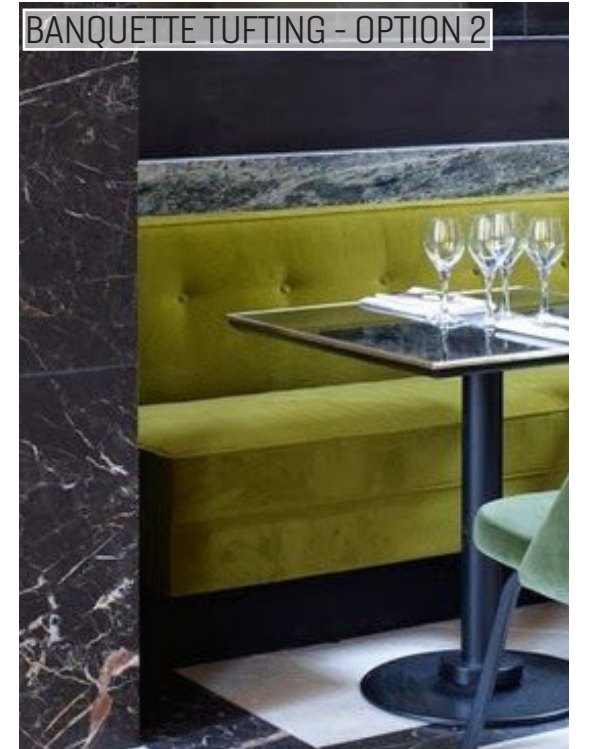
ARMLESS DINING CHAIR CHAIR  
(LINEAR BANQUETTE) - OPTION 2



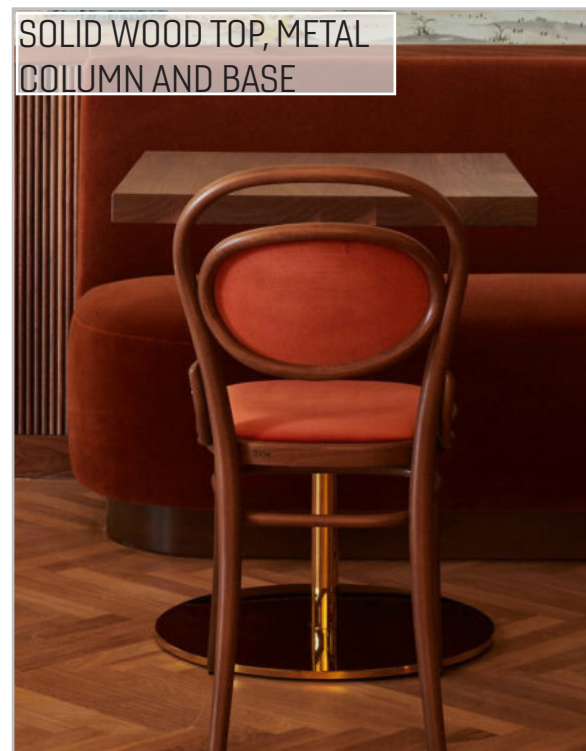
DINING CHAIR (PRIVATE DINING ROOM)  
OPTION 2



BANQUETTE TUFTING - OPTION 2



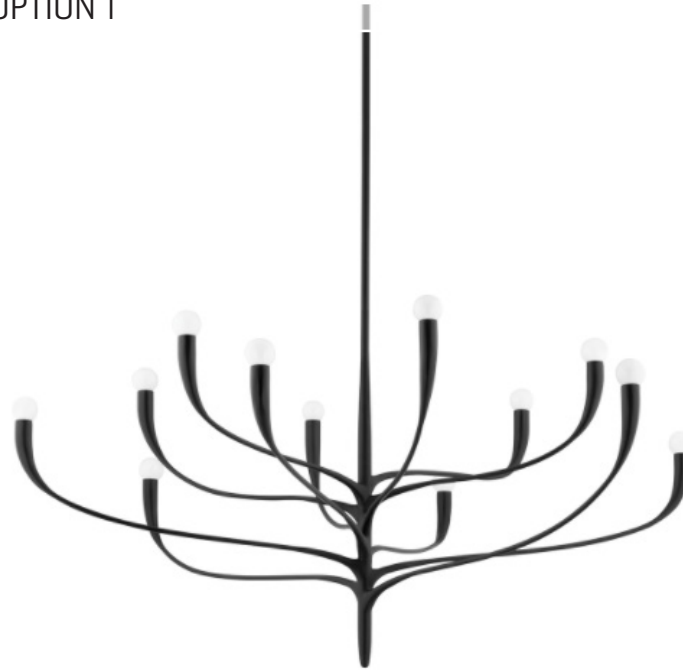




BARTOP LAMP  
OPTION 1



MAIN DINING ROOM CHANDELIER  
OPTION 1



PRIVATE DINING PENDANTS  
OPTION 1



BARTOP LAMP  
OPTION 2



MAIN DINING ROOM CHANDELIER  
OPTION 2



PRIVATE DINING PENDANTS  
OPTION 2







UMBRELLA  
TUUCI UMBRELLA  
BAY MASTER M1 CLASSIC



FABRIC  
SUNBRELLA  
STORM



TABLETOP  
WILSONART  
THINSCAPE PERFORMANCE  
STERLING CALCUTTA



TABLE BASE  
GAR  
FSB SERIES



BANQUETTE SEATING  
TROPITONE



FABRIC  
SUNBRELLA  
HERITAGE LEAF



DINING CHAIR  
JANUS ET CIE  
PANINI CHAIR



PLANTERS  
RH TERRAZ RECTANGULAR PLANTER  
DARK GREY





DECKING  
TREX SELECT  
PEBBLE GREY



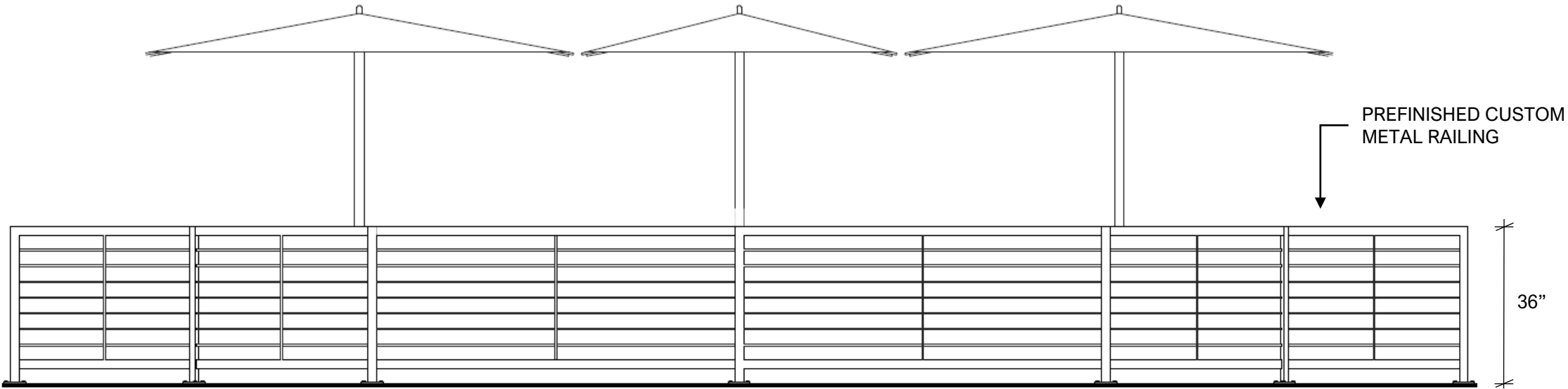
SERVICE STATION  
CUSTOM FABRICATED  
POWDER COATED STAINLESS STEEL



TRASH RECEPTACLE  
LANDSCAPE FORMS  
SELECT  
STAINLESS STEEL



PERIMETER RAILING  
CUSTOM FABRICATED  
POWDER COATED ALUMINUM  
MATTE BLACK





## MEMORANDUM

Planning Division

**DATE:** July 13, 2022

**TO:** Planning Board Members

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** 460 N. Old Woodward – Wilders — Special Land Use Permit (SLUP), Final Site Plan & Design Review **(UPDATES IN BOLD BLUE TEXT)**

---

The applicant has submitted a Special Land Use Permit, Final Site Plan and Design Review application for a new bistro in the first floor tenant space of a new building planned in Downtown Birmingham. The subject site is located on the east side of N. Old Woodward, south of Ravine and across from Booth Park. On December 21, 2021, the Planning Board moved to approve a Final Site Plan and Design Review application for a new 3-story mixed-use building with minor conditions that have since been resolved. The proposed bistro is located in the first floor of the new 3-story building.

On November 8, 2021, the City Commission moved to direct Wilders Supper Club (now “Wilders”) to the Planning Board for the process of Special Land Use Permit, Final Site Plan and Design Review. Wilders is the first and only application to have submitted an application from the 2021 bistro screening period.

Wilders’ initial screening application described an inspiration “drawn from the bustling French bistros that define the urban streetscape and energy of modern Paris.” The menu will be composed of fresh seafood options and prime chops. The hours of operation are proposed as follows:

Tuesday – Sunday Dinner Service: 5:00 PM – 11: 00 PM  
Saturday & Sunday Brunch Service: 11:00 AM – 2:00 PM

The Birmingham Code of Ordinances states that a contract for transfer and a Special Land Use Permit are required for all licenses approved under Chapter 10 – Alcoholic Liquors. The licensee must comply with all provisions of the contract and Special Land Use Permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain

a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

**On June 22, 2022, the Planning Board moved to postpone consideration of the Special Land Use Permit, Final Site Plan and Design Review application citing concerns with the outdoor dining deck. The Planning Board requested a revised patio design that utilizes a portion of the street, as well as clarity on the proposed materials and fixtures of the platform. Please see the updates in the relevant sections below.**

## **1.0 Land Use and Zoning**

- 1.1 Existing Land Use – The existing site is a vacant two-story commercial building that has been approved to be replaced by a 3-story mixed-use building.
- 1.2 Existing Zoning – B2 (General Business) & D2 (Downtown Overlay)
- 1.3 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	Commercial/ Office	Commercial/ Office	Single-Family Residential	Public Property
Existing Zoning District	B2 (General Business)	B2 (General Business)	R2 (Single-Family Residential)	PP (Public Property)
Overlay Zoning District	D2	D2	N/A	N/A

## **2.0 Bistro Requirements**

Article 9, section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining of no more than 65 people.

Article 3, section 3.04(C)(10) of the Zoning Ordinance permits bistros in the Downtown Overlay District as long as the following conditions are met:

- a. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
- b. Alcohol is served only to seated patrons, except those standing in a defined bar area;



- c. No dance area is provided;
- d. Only low key entertainment is permitted;
- e. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
- f. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1' and 8' in height;
- g. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro;
- h. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
- i. Enclosures facilitating year round dining outdoors are not permitted.
- j. Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.
- k. Outdoor rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.

Wilders is proposing 58 seats in the restaurant and 7 bar stools for a total of 65 seats. In addition, Wilders is proposing an outdoor dining patio with 24 seats. In terms of the standards in Section 3.04(C)(10), Wilders appears to meet each standard and does not require any variances or special conditions.

A full review of the design of the outdoor dining facility is provided in the Design Review section below.

### **3.0 Setback and Height Requirements**

Please see the attached zoning compliance summary sheet for details on setback and height requirements. There are no bulk, area, height or placement issues with the proposed plan.

### **4.0 Screening and Landscaping**

- 4.1 Dumpster Screening – The dumpster condition on site was previously approved during the December 16, 2021 review for the overall building and is not proposed to change as a part of the SLUP application submitted.

- 4.2 Parking Lot Screening – The 4 off-street parking spaces and associated screening on site were previously approved during the December 16, 2021 review for the overall building and is not proposed to change as a part of the SLUP application submitted.
- 4.3 Mechanical Equipment Screening – The mechanical equipment and associated screening was previously approved during the December 16, 2021 review for the overall building and is not proposed to change as a part of the SLUP application submitted.
- 4.4 Landscaping – There are no landscaping features proposed as a part of the application submitted.
- 4.5 Streetscape – There are no new streetscape items proposed as a part of this Special Land Use Permit Amendment and Final Site Plan/Design Review application.

## **5.0 Parking, Loading and Circulation**

- 5.1 Parking – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility is required or proposed.
- 5.2 Loading – No off-street loading space is required for the less than 5,000 sq. ft. commercial use.
- 5.3 Vehicular Circulation and Access – Vehicular circulation and access is not proposed to change from the December 16, 2021 review for the overall building.
- 5.4 Pedestrian Circulation and Access – Pedestrian circulation and access is not proposed to change from the December 16, 2021 review for the overall building.

## **6.0 Lighting**

There are no new light fixtures proposed as a part of the application submitted. All lighting for the building was previously approved during the December 16, 2021 review for the overall building. The lighting in the area of the entrance for the retail space, which is now proposed to be Wilders, consisted of LED downlights beneath the canopies.

## **7.0 Departmental Reports**

- 7.1 Engineering Division – Engineering comments will be provided during the SLUP, Final Site Plan and Design Review hearing on July 13, 2022.

- 7.2 Department of Public Services – Department of Public Services comments will be provided during the SLUP, Final Site Plan and Design Review hearing on July 13, 2022.
- 7.3 Fire Department – Fire Department comments will be provided during the SLUP, Final Site Plan and Design Review hearing on July 13, 2022.
- 7.4 Police Department – Police Department comments will be provided during the SLUP, Final Site Plan and Design Review hearing on July 13, 2022.
- 7.5 Building Division – Building Division comments will be provided during the SLUP, Final Site Plan and Design Review hearing on July 13, 2022.

## **8.0 Design Review**

Due to the recently approved overall building design in December 2021, the applicant is not proposing any changes to the building façade as a part of the application submitted. The approved façade of the first floor storefront consists of brick, glass, and a steel and glass canopy.

In addition, the applicant does not appear to be proposing any signage at this time. Article 2, Section 2.02(A)(2) states that the City Commission shall hear and deny, approve, or approve with conditions, those signs for special land uses, after receiving the recommendation of the Planning Board. **The Planning Board may wish to require the applicant to submit a sign plan as a part of the application submitted to be reviewed by City Staff and the City Commission.**

**The applicant has provided the details of a modest sign proposed on the wall adjacent to the main entrance of the restaurant. The sign measures just over 1 sq. ft. and is constructed of metal. Although the proposed sign is well within the permitted maximum combined sign area of 36 sq. ft., the proposed sign location is not within the Sign Band as required by the Sign Ordinance. Thus, the applicant must submit revised sign plans that meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning Appeals.**

### Outdoor Dining

Outdoor dining patios must comply with the criteria outlined in Article 4, Section 4.44 – Outdoor Dining Standards. Outdoor dining patios are permitted immediately adjacent to the principal use, subject to site plan review and the following conditions:

1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.



2. All outdoor activity must cease at the close of business or as noted in subsection 3 below.
3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 10:00 p.m., whichever is earlier.
4. Outdoor dining may be permitted on the sidewalk throughout the year with a valid Outdoor Dining License, provided that all outdoor dining fixtures and furnishings must be stored indoors each night between November 16 and March 31 to allow for snow removal.
5. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
6. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
7. For outdoor dining located in the public right-of-way:
  - a. All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.
  - b. In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
  - c. Outdoor dining is permitted to extend in the right-of-way in front of neighboring properties, with the written permission of the property owner(s) and with Planning Board approval, if such property is vacant or the first floor storefront(s) is/are vacant. Outdoor dining areas may extend up to 50% of the width of the neighboring lot(s) storefront(s), or up to 50% of the lot(s) frontage, if such lot is vacant.
  - d. City Commission approval is also required for outdoor dining extensions onto neighboring property if the establishment making such a request holds a bistro license.
  - e. An elevated, ADA compliant, enclosed platform may be erected on the street in front of an eating establishment to create an outdoor dining area from April 1 through November 15 only if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
  - f. No such facility shall erect or install permanent fixtures in the public right-of-way.
8. Outdoor dining is permitted in a B1 District at a rate of 4 seats for every 12 linear feet of store frontage, with no more than 12 seats total per building; no elevated enclosed platforms on the street are permitted in a B1 District.

The applicant is proposing a 18-seat, roughly 270 sq. ft. outdoor dining platform located in the furnishing zone of the sidewalk located in front of the proposed bistro. The platform is split into two parts to accommodate an existing street tree, as well as the existing slope in the area. The platform is proposed to be enclosed with a metal railing with hanging planter boxes, and the platform will be enclosed with an aluminum surround. The applicant has also submitted details on potential table and chair options for the patio, which consist of an 'Option 1' and an 'Option 2'. The table options appear to be constructed of metal/high quality materials, and the chairs appear to be a wicker material, but it is unclear at this time. Thus, **the applicant must submit revised plans with the final table and chair selected for the patio, and must submit detailed specifications for both.**

Furthermore, the applicant has proposed a waste receptacle within the patio, but has not indicated whether or not the patio will contain other design or service elements such as umbrellas, service stations or the like. **The applicant must clarify and confirm the design of the patio to ensure that all outdoor dining elements have been considered as a part of this review.**

Finally, the applicant is required to provide a minimum 5 ft. clear walking path along the sidewalk adjacent to their outdoor dining patio. The applicant has provided dimensions on the site plans indicate that a clear path of 5 ft. 3 in. is provided along the sidewalk adjacent to the patio.

**Based on the conversation at the Planning Board on June 22, 2022, the applicant has now submitted a revised patio design that is completely within the N. Old Woodward right-of-way and utilizes one public on-street parking space. The new platform contains 24 seats instead of 18 seats, which remains well under the maximum permitted of 65.**

**The proposed platform is trapezoidal in shape, and is constructed of trex decking that is flush with the curb. The applicant has also provided detailed information on all of the fixtures and furnishings proposed, which include aluminum railings, a service station, waste receptacle, fabric umbrellas, planter boxes, composite tables and wicker chairs. The tables and chairs appear to be constructed of high-quality materials as required.**

**The applicant has also submitted elevation drawings demonstrating the platforms design in the context of the elevation, and has also demonstrated the sidewalk patio approved at EM Bistro to the north on their site plans.**

**Finally, the applicant has submitted alternate designs for the platform as requested by the Planning Board to demonstrate two different approaches:**

one completely on the sidewalk, and one that does not utilize any on-street parking. The alternate plans are found at the end of the review package for Wilders so that they do not get confused with the formally proposed plans.

## 9.0 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photometric Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input 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"/>

## 10.0 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.
- (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.
- (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.
- (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.
- (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.
- (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.

In addition, Article 7, Section 7.26 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.
- (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.
- (3) The use is consistent with the public health, safety and welfare of the city.
- (4) The use is in compliance with all other requirements of this Zoning Ordinance.
- (5) The use will not be injurious to the surrounding neighborhood.
- (6) The use is in compliance with state and federal statutes.

#### **11.0 Recommendation**

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** of the Special Land Use and Final Site Plan/Design Review application for 460 N. Old Woodward – Wilders – subject to the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and
2. The applicant must comply with the requests of all City Departments.

#### **12.0 Sample Motion Language (*Final Site Plan & Design Review*)**

Motion to recommend for **APPROVAL** the Final Site Plan & Design Review for 460 N. Old Woodward – Wilders – subject to the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and
2. The applicant must comply with the requests of all City Departments.

**OR**

Motion to **POSTPONE** the Final Site Plan & Design Review for 460 N. Old Woodward – Wilders – pending receipt of the following:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and
2. The applicant must comply with the requests of all City Departments.

**OR**



Motion to recommend for **DENIAL** to the City Commission the Final Site Plan & Design Review for 460 N. Old Woodward – Wilders – for the following reasons:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

### **13.0 Sample Motion Language (*Special Land Use Permit*)**

Motion to recommend for **APPROVAL** to the City Commission the Special Land Use Permit for 460 N. Old Woodward – Wilders – subject to the conditions of Final Site Plan & Design Review approval.

**OR**

Motion to **POSTPONE** the Special Land Use Permit 460 N. Old Woodward – Wilders – pending receipt of the following:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and
2. The applicant must comply with the requests of all City Departments.

**OR**

Motion to recommend for **DENIAL** to the City Commission the Special Land Use Permit for 460 N. Old Woodward – Wilders – for the following reasons:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_



## MEMORANDUM

City Clerk's Office

**DATE:** August 10, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Alexandria Bingham, City Clerk

**SUBJECT:** Grave Release Request

### INTRODUCTION:

Cheri Arcome of Creative Collaborations, the city's contracted cemetery services provider, recently brought a sensitive issue to the attention of the City Clerk. There is a family with a space in the cemetery but they are very concerned about another loved one and wish to secure another space adjacent to a current family plot that they own. At this time, the available adjacent space is not included in what has currently been released by the City Commission.

### BACKGROUND:

On April 26, 2021 the City Commission approved a grave release that limited new sales to only the rows highlighted in the map below in orange:



The family wishing for to secure another space currently has one family owned plot in section B, row 12-A. In order to allow the family to plan to have their family members together in the cemetery the family is requesting that the City Commission allow the release of one grave adjacent to the space they currently have in section B, row 12-A.

**\*\***Section B, Row 12-A is indicated on the above map with a **red** arrow.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

This plot will be sold at the current rate of \$4,000 per space as indicated on the city's fee schedule. All revenue from cemetery plot sales is deposited into the Perpetual Care Fund.

PUBLIC COMMUNICATIONS:

All decisions in regards to releasing graves for sale in Greenwood Cemetery are made by the City Commission, in open public meetings that are noticed allowing for public comment.

SUMMARY:

The City Clerk and Contracted Cemetery Service Provider recommend the release of one grave in section B, row 12-A, in order to allow a family in to plan to keep their loved ones together in the cemetery.

ATTACHMENTS:

- City Commission Minutes from December 13, 2021, see resolution number 12-316-21, consent item E. regarding a similar request granted by the City Commission.
- City Commission minutes from April, 26, 2021, see resolution number 04-128-21 regarding the most recent grave release.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to release one grave in section B, row 12-A, for a family seeking one additional space adjacent to their currently owned plot in order to keep their family members together in Greenwood Cemetery.

**Birmingham City Commission Minutes**  
**December 13, 2021**  
**7:30 p.m.**  
**Municipal Building, 151 Martin**  
**Vimeo Link: <https://vimeo.com/653939970>**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe  
Mayor Pro Tem Boutros  
Commissioner Baller  
Commissioner Haig  
Commissioner Host  
Commissioner McLain  
Commissioner Schafer

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Senior Planner Cowan, Assistant City Manager Ecker, Finance Director Gerber, City Attorney Kucharek, Assistant City Engineer Zielinski

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

- The Mayor shared the Commission's support for all those affected by the tornadoes that occurred across six states on December 10, 2021 and December 11, 2021.
- COVID-19 cases locally are the highest they have been since the beginning of the pandemic. Michigan and Oakland County continue to be at a high level of community transmission. As a result, the CDC recommends vaccinated and unvaccinated individuals wear a facemask indoors while in public. The City requires masks in City Hall for all employees, board and commission members, and the public. Please visit the CDC's website on how to safely celebrate the holidays and for more COVID-19 information.

**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.

**12-316-21 Consent Agenda**

**MOTION:** Motion by Mayor Pro Tem Boutros, seconded by Commissioner Baller:  
To approve the Consent Agenda.

ROLL CALL VOTE: Ayes, Mayor Pro Tem Boutros  
Commissioner Baller  
Commissioner McLain  
Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

- Minutes for the December 6, 2021 workshop and regular meeting will be included in the January 10, 2022 meeting consent agenda for approval.
- A. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 8, 2021, in the amount of \$578,072.41.
- B. Resolution to set a public hearing date of January 24, 2022 to consider updates to Birmingham's Corridor Improvement Authority Development and TIF Plan.
- C. Resolution to authorize the City Clerk to complete the Local Government Approval Notice at the request of Sushi Japan, Inc. approving the liquor license request of Sushi Japan, Inc. requesting a Redevelopment Quota Class C and SDM liquor license to be issued pursuant to MCL 436.1521 a(1)(b) with Sunday Sales (AM/PM) located at 176 S Old Woodward, Birmingham, Oakland County, MI 48009.
- D. Resolution to allow the IT department to purchase the renewal of 9 licenses of Adobe Creative Cloud from CDWG for a total purchase price of \$8,443.26 using funds available in the IT computer software account 636-228.000-742.0000.
- E. Resolution to release one grave in section B, row 2-A, for the family in an "at need" situation to purchase another plot adjacent to their existing family plots.

**VI. UNFINISHED BUSINESS**

**12-317-21 Public Hearing – Wall Art – Ordinance Amendment**

The Mayor ~~opened the public hearing at 7:35 p.m.~~ continued the public hearing from the December 6, 2021 meeting.<sup>1</sup>

SP Cowan summarized the item.

<sup>1</sup> As amended at the January 10, 2022 meeting.

Excerpt from the approved City Commission minutes of April 26, 2021

that at the direction of the City Manager she would also review the purchase agreement template to add any language necessary to protect the City’s interests.

Cheri Arcome of Creative Collaborations stated that City Clerk Bingham can send the City Attorney the purchase agreement template.

In reply to Commissioner Sherman, City Clerk Bingham stated that the currently proposed fee changes would be effective after this ordinance is approved by the Commission and published. She stated that the fee changes approved at the March 22, 2021 Commission meeting were already in effect.

In reply to Commissioner Hoff, City Clerk Bingham stated that the cost to repair damages done to markers or monuments by lawnmowers or natural changes would come out of the perpetual care fund.

Public Comment

Andrew Haig made a recommendation about timing of payments for gravesite purchases.

Commissioner Hoff stated that it was her recollection that the City prohibited payment plans for grave purchases.

Ms. Arcome stated that the Cemetery’s Rules and Regulations currently allow payment plans and outline the process of their creation.

Commissioner Hoff said the matter should be looked into further since she was sure payment plans were prohibited.

City Clerk Bingham said GCAB would be looking into clarifying the payment plans section of the Rules and Regulations at an upcoming meeting.

CM Markus noted that the present conversation was no longer germane to the motion.

Margaret Suter, resident and member of GCAB, said the previous change in payment plans eliminated the variety of options available and replaced them with a single option that would allow a purchaser to pay over the course of two years.

ROLL CALL VOTE:     Ayes,   Commissioner Sherman  
  Commissioner Host  
  Commissioner Hoff  
  Commissioner Nickita  
  Mayor Boutros  
  Commissioner Baller  
  Mayor Pro Tem Longe

Nays,   None

04-128-21   Greenwood Cemetery Grave Release

**MOTION:**               Motion by Commissioner Host, seconded by Commissioner Nickita:  
To release 38 graves in section B, rows 17-C, 16-C, 15-C, and 14-A to be available for purchase in Greenwood Cemetery.

Commissioner Hoff reiterated her ongoing stance that any other available graves in the Cemetery should be located via reclamation, ground-penetrating radar, cross-referencing of records, or any other means, and released for sale before further selling graves in historic Sections A and B.

It was noted that the Commission discussed and approved plans for creating and selling gravesites in Sections B and C in 2015. Commissioner Nickita said this proposed grave release was a continuation of that process which has been ongoing for a number of years.

Mayor Boutros echoed Commissioner Nickita.

Mayor Boutros and Commissioners Nickita and Sherman said they were also in favor of utilizing the mechanisms listed by Commissioner Hoff to locate possible additional graves outside of the historical sections.

CM Markus stated that the GCAB, City Clerk Bingham, Ms. Arcome, DPW and himself all were recommending the currently proposed grave release. He noted that nine sites have partial obstructions but those would not preclude the burial of cremated remains.

Commissioner Hoff expressed concern that the turnover in the Clerk’s Office staff in the last few years has lead to difficulties for GCAB because ‘things have slipped through the cracks’. She acknowledged that the reconciliation of Cemetery records is a large undertaking and said more time was required to know what additional graves might be available outside the historical sections.

Commissioner Nickita noted that the aisles in Sections B and C would remain walkable even with the sale of additional graves in those sections.

Public Comment

Fred Lavery said he owned two plots in the Cemetery that are as yet unused, and said the graves’ lack of occupancy did not reflect the graves’ availability for reclamation.

ROLL CALL VOTE:     Ayes,   Commissioner Host  
  Commissioner Nickita  
  Commissioner Sherman  
  Commissioner Baller  
  Mayor Pro Tem Longe  
  Mayor Boutros

Nays,   Commissioner Hoff

**04-129-21   Greenwood Cemetery Contract Service Provider Annual Renewal**

City Clerk Bingham presented the item.

**MOTION:**                Motion by Mayor Pro Tem Longe, seconded by Commissioner Host:  
To authorize the agreement with Creative Collaborations, LLC, a Cemetery Service Provider firm to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed \$45,600.00, which will be paid from account #101-215.000-811.0000.

Mayor Pro Tem Longe moved the motion, saying that a number of current factors make the decision to renew the contract with Creative Collaborations at this time the most judicious one.

ROLL CALL VOTE:     Ayes,   Mayor Pro Tem Longe  
  Commissioner Host  
  Commissioner Sherman  
  Commissioner Hoff  
  Commissioner Nickita  
  Mayor Boutros  
  Commissioner Baller

Nays,   None

**Commission discussion on items from prior meeting.**

- 1.   Builder developer street damage. Issues, costs, remedial action and payment proposal.

CM Markus reported that he had met with Mr. Haig, and that many of Mr. Haig’s recommendations are already in place in the City. He stated that Mr. Haig had recommended the City consider requiring that builders obtain a bond while building a new home in order to repair damage to public property that may not be immediately visible. CM Markus stated that he would be looking into possible ways of instituting that requirement and would be returning to the Commission with a proposal. He said that the City generally has the appropriate policies in place to prevent construction damage and needs to spend more energy on enforcement.

**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.

**IX. COMMUNICATIONS**

A. Short Term Rentals – Haig

Mr. Haig asked the City to look into Ferndale, Michigan’s recently passed provisions regarding short-term rentals to see if they might provide a model for Birmingham’s ordinances.

City Attorney Kucharek stated she would be presenting potential ordinance language to address short-term rentals at the Commission’s upcoming workshop on the topic.

Commissioner Nickita stated that the Michigan Municipal League (MML) has also done work regarding short-term rentals in the past few years and that it would be worthwhile for Staff to see how the MML’s research might inform Birmingham’s policies.

**X. REPORTS**

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
- D. Legislation
- E. City Staff
  - 1. Manager’s Report

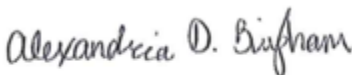
CM Markus reviewed the item. He confirmed, in reply to Commissioner Hoff, that outdoor dining allowances for restaurants would be on an upcoming Commission agenda.

- 2. Indexing of Fees
- 3. Prior Communications with Restoration Hardware

INFORMATION ONLY

**XI. ADJOURN**

Mayor Boutros adjourned the meeting at 10:25 p.m.



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Alexandria Bingham, City Clerk  
/le





## **MEMORANDUM**

ENGINEERING DEPARTMENT

**DATE:** August 9, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Scott D. Zielinski, Assistant City Engineer  
Melissa A. Coatta, City Engineer

**SUBJECT:** Westwood, Raynale & Oak Street Project  
Hearing of Necessity for Cape Seal Special Assessment District (SAD)

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### INTRODUCTION:

Design has started for the sewer and water main improvements on Westwood between Raynale and Oak, Raynale between N. Glenhurst and the west City limits, and Oak between N. Glenhurst and the west City Limits, all of which are considered to be unimproved streets. Upon completion of the sewer and water main work, the existing unimproved road surface will be restored with a new cape-seal treatment, as directed by the City Commission on June 27, 2022.

### BACKGROUND:

The streets in the project area are part of the "Harrowgate" subdivision, platted in 1929, where the streets were originally constructed as gravel streets with concrete curbs. Since the 1940's, cape-seal treatments have been applied to these streets to improve their stability and eliminate dust associated with the original gravel roads. Cape-seal treatments were last applied to these streets in 2010, and the expected life of this treatment is 7-10 years. This proposed project is planned to be constructed starting in the spring of 2023.

The project was presented in more detail to the City Commission at the regular meeting on June 27, 2022. At that meeting, the City Commission adopted a resolution for the Engineering Department to proceed with final design of the Westwood, Raynale & Oak Street Project to include the planned improvements to the sewer and water systems, and the replacement of existing road surface disturbed by the utility construction with a full cape-seal treatment to be completed upon the conclusion of the other construction. The City policy has been to defray the costs of cape-seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefitting from this treatment.

The parcels within the project zone that are subject to the Cape Seal Assessment are highlighted on the attached map. Appended to this report is a list of properties that the department plans to include in the assessment district, along with estimated assessment construction costs.

#### LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures.

#### FISCAL IMPACT:

Revenue generated from the Cape Seal Special Assessment District for the Westwood, Raynale & Oak Street Project will defray the costs incurred by the City for construction of these improvements. Assessable frontage length for a parcel is 85% of the record property dimension along the short length of the property and the remaining 15% is covered by the City at-large. Assessable side street frontage length for a parcel is 25% of the record property dimension along the long length of the property and the remaining 75% is covered by the City at-large.

#### PUBLIC COMMUNICATIONS:

Notice for the Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department has sent all property owners a letter explaining the associated work. For additional communications made related to this project, please refer to the project report presented at the City Commission meeting of June 27, 2022.

#### SUMMARY:

The Engineering Department recommends that the Commission declare necessity and approve a Special Assessment District for Cape Seal as part of Westwood, Raynale & Oak Street Project. Should the Commission approve the Special Assessment District, a Public Hearing for Confirmation of the Roll should be set at the City Commission meeting on August 29, 2022.

#### ATTACHMENTS:

- Map of proposed Cape Seal Special Assessment District
- Spreadsheet with Estimated Costs of Services
- Clerk's Confirmation of Public Hearing Notice

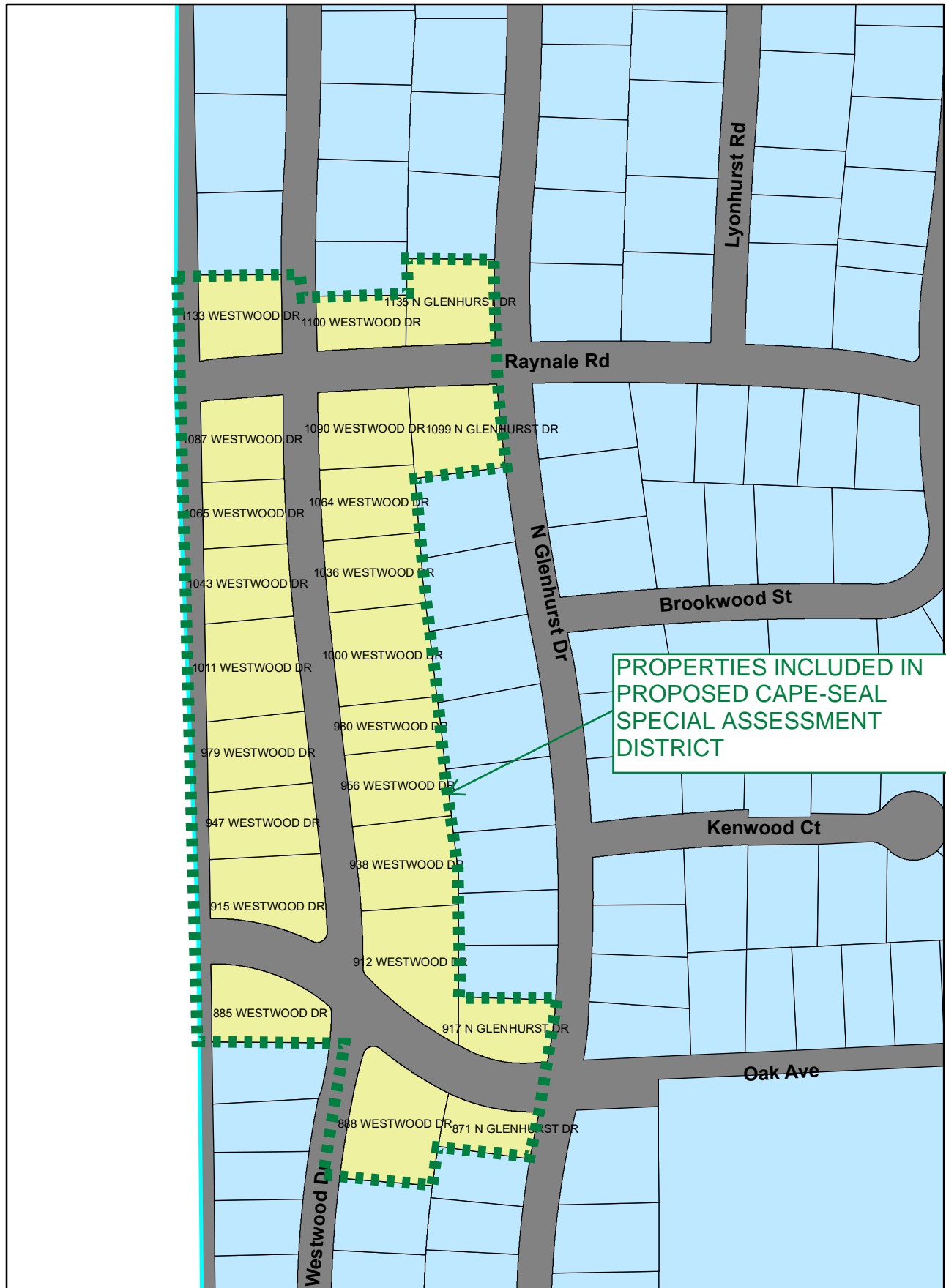
#### SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution declaring necessity and approving a Special Assessment District with special assessments levied in accordance with benefits against the properties within such assessment district. The Special Assessment District shall include all properties within the following district of 23 parcels (listed below), and the City Commission will meet on Monday, August 29, 2022 at 7:30 P.M. for the purpose of conducting the Confirmation of the Assessment Roll for cape-seal for properties within the project area on Westwood between Raynale & Oak,


Raynale between N. Glenhurst and the west City limits, and Oak between N. Glenhurst & the west City Limits.

<b>Parcel ID</b>	<b>Street Address</b>
1926177004	1000 Westwood
1926176004	1011 Westwood
1926177003	1036 Westwood
1926176003	1043 Westwood
1926177002	1064 Westwood
1926176002	1065 Westwood
1926176001	1087 Westwood
1926177001	1090 Westwood
1926177009	1099 N Glenhurst
1926128016	1100 Westwood
1926127006	1133 Westwood
1926128013	1135 N Glenhurst
1926327012	871 N Glenhurst
1926326001	885 Westwood
1926327001	888 Westwood
1926177008	912 Westwood
1926176007	915 Westwood
1926177018	917 N Glenhurst
1926177007	938 Westwood
1926146006	947 Westwood
1926177006	956 Westwood
1926176005	979 Westwood
1926177005	980 Westwood

# WESTWOOD, RAYNALE & OAK ST PROJECT AREA



## Legend

 Affected Addresses in Work Area



Sidwell	Street Address	Frontage Length (LFT)	Street with Frontage	Assessable Frontage Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment for Street with Frontage	Sidestreet Frontage Length (LFT)	Sidestreet with Frontage	Assessable Sidestreet Frontage Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment for Sidestreet with Frontage	Total Estimated Cape-Seal Assessment Amount
1926177004	1000 Westwood	140.00	Westwood	119.00	\$ 32.00	\$ 3,808.00	0.00	-	0.00	\$ -	\$ -	\$ 3,808.00
1926176004	1011 Westwood	140.00	Westwood	119.00	\$ 32.00	\$ 3,808.00	0.00	-	0.00	\$ -	\$ -	\$ 3,808.00
1926177003	1036 Westwood	105.00	Westwood	89.25	\$ 32.00	\$ 2,856.00	0.00	-	0.00	\$ -	\$ -	\$ 2,856.00
1926176003	1043 Westwood	105.00	Westwood	89.25	\$ 32.00	\$ 2,856.00	0.00	-	0.00	\$ -	\$ -	\$ 2,856.00
1926177002	1064 Westwood	105.00	Westwood	89.25	\$ 32.00	\$ 2,856.00	0.00	-	0.00	\$ -	\$ -	\$ 2,856.00
1926176002	1065 Westwood	95.00	Westwood	80.75	\$ 32.00	\$ 2,584.00	0.00	-	0.00	\$ -	\$ -	\$ 2,584.00
1926176001	1087 Westwood	120.00	Westwood	102.00	\$ 32.00	\$ 3,264.00	127.78	Raynale	31.95	\$ 49.00	\$ 1,885.05	\$ 4,829.55
1926177001	1090 Westwood	110.00	Westwood	93.50	\$ 32.00	\$ 2,992.00	130.19	Raynale	32.55	\$ 49.00	\$ 1,920.45	\$ 4,586.95
1926177007	938 Westwood	125.00	Westwood	106.25	\$ 32.00	\$ 3,400.00	0.00	-	0.00	\$ -	\$ -	\$ 3,400.00
1926176006	947 Westwood	105.00	Westwood	89.25	\$ 32.00	\$ 2,856.00	0.00	-	0.00	\$ -	\$ -	\$ 2,856.00
1926177006	956 Westwood	105.00	Westwood	89.25	\$ 32.00	\$ 2,856.00	0.00	-	0.00	\$ -	\$ -	\$ 2,856.00
1926176005	979 Westwood	105.00	Westwood	89.25	\$ 32.00	\$ 2,856.00	0.00	-	0.00	\$ -	\$ -	\$ 2,856.00
1926177005	980 Westwood	70.00	Westwood	59.50	\$ 32.00	\$ 1,904.00	0.00	-	0.00	\$ -	\$ -	\$ 1,904.00
1926177008	912 Westwood	87.87	Westwood	74.69	\$ 32.00	\$ 2,390.08	171.53	Oak	42.88	\$ 59.00	\$ 2,101.12	\$ 4,920.00
1926176007	915 Westwood	130.30	Westwood	110.76	\$ 32.00	\$ 3,544.32	178.59	Oak	44.65	\$ 59.00	\$ 2,187.85	\$ 6,178.65
1926177009	1099 N Glenhurst	121.61	N Glenhurst	0.00	\$ -	\$ -	129.73	Raynale	32.43	\$ 49.00	\$ 1,589.07	\$ 1,589.07
1926128016	1100 Westwood	80.00	Westwood	0.00	\$ -	\$ -	129.12	Raynale	32.28	\$ 49.00	\$ 1,581.72	\$ 1,581.72
1926127006	1133 Westwood	115.00	Westwood	0.00	\$ -	\$ -	127.93	Raynale	31.98	\$ 49.00	\$ 1,567.02	\$ 1,567.02
1926128013	1135 N Glenhurst	121.40	N Glenhurst	0.00	\$ -	\$ -	129.11	Raynale	32.28	\$ 49.00	\$ 1,581.72	\$ 1,581.72
1926327012	871 N Glenhurst	70.00	N Glenhurst	0.00	\$ -	\$ -	136.26	Oak	34.07	\$ 59.00	\$ 2,010.13	\$ 2,010.13
1926326001	885 Westwood	55.49	Westwood	0.00	\$ -	\$ -	188.84	Oak	47.21	\$ 59.00	\$ 2,785.39	\$ 2,785.39
1926327001	888 Westwood	197.68	Westwood	0.00	\$ -	\$ -	139.65	Oak	34.91	\$ 59.00	\$ 2,059.69	\$ 2,059.69
1926177018	917 N Glenhurst	90.00	N Glenhurst	0.00	\$ -	\$ -	135.00	Oak	33.75	\$ 59.00	\$ 1,991.25	\$ 1,991.25

Notes:

Assessable Frontage Length for a parcel is 85% of the record property dimension along the short length of the property (remaining 15% covered by City at-large)

Assessable Sidestreet Frontage Length for a parcel is 25% of the record property dimension along the long length of the property (remaining 75% covered by the City at-large)

Unit costs per front-foot for streets within the project area are preliminary estimates; will be adjusted when project bids are received at future date



## MEMORANDUM

Clerk's Office

**DATE:** August 15, 2022

**TO:** Scott Zielinski, Assistant City Engineer

**FROM:** Christina Woods, Deputy Clerk

**SUBJECT:** Clerk's Confirmation of Public Hearing Notice: Special Assessment Districts within the Westwood, Raynale & Oak Street Project Area

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The noticing process has been completed for:

- Public Hearing of Necessity and Public Hearing of Confirmation for the cape seal maintenance treatment within the Westwood, Raynale & Oak Street project area
- Public Hearing of Necessity and Public Hearing of Confirmation for the replacement of sewer and water services within the Westwood, Raynale & Oak Street project area

Please see attachments for further confirmation.

Mailing Date: 7/29/22

Test Mail Return Date: 8/1/22

Publishing Dates in the Birmingham Eccentric: 7/31/22 and 8/7/22

Posted on [www.bhamgov.org/publicnotices](http://www.bhamgov.org/publicnotices): 7/27/22

Attachments:

1. Public Hearing Notice
2. Owner and Occupant Addresses in project area
3. Letter sent to owners and occupants; Testing mail received in Clerk's Office; Mail Machine Counter Report
4. Affidavit of publishing

NOTICE OF PUBLIC HEARINGS			
BIRMINGHAM CITY COMMISSION			
PUBLIC HEARING OF NECESSITY			
PUBLIC HEARING OF CONFIRMATION			
FOR THE REPLACEMENT OF SEWER & WATER SERVICES WITHIN THE WESTWOOD, RAYNALE & OAK STREET PROJECT AREA			
Meeting Location:	Date,	Time,	<b>HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 15, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Location:	Date,	Time,	<b>HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 29, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Westwood, Raynale & Oak Street Project Area – specifically Westwood between Raynale & Oak, Raynale between N Glenhurst & west City limits, and Oak between N Glenhurst & west City limits.		
Nature of Improvement:	Replacement of sewer and water services within the Westwood, Raynale & Oak Street Project area		
City Staff Contact:	Scott Zielinski, Assistant City Engineer, 248.530.1838 <a href="mailto:szielinski@bhamgov.org">szielinski@bhamgov.org</a>		
Notice Requirements:	Mail to affected property owners Publish July 31 2022, August 7 2022		
Approved minutes may be reviewed at:	City Clerk’s Office or <a href="http://www.bhamgov.org/commissionagendas">www.bhamgov.org/commissionagendas</a>		
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <a href="https://zoom.us/j/655079760">https://zoom.us/j/655079760</a> Meeting ID: 655 079 760			
You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.			
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.			
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.			
Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk’s Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.			
<i>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).</i>			

<b>NOTICE OF PUBLIC HEARINGS</b>		
<b>BIRMINGHAM CITY COMMISSION</b>		
<b>PUBLIC HEARING OF NECESSITY</b>		
<b>PUBLIC HEARING OF CONFIRMATION</b>		
<b>FOR THE CAPE-SEAL MAINTENANCE TREATMENT WITHIN THE WESTWOOD, RAYNALE &amp; OAK STREET PROJECT AREA</b>		
Meeting Location:	Date, Time,	<b>HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 15, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Location:	Date, Time,	<b>HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 29, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:		Westwood, Raynale & Oak Street Project Area – specifically Westwood between Raynale & Oak, Raynale between N Glenhurst & west City limits, and Oak between N Glenhurst & west City limits.
Nature of Improvement:		Nature of Improvement: Install cape-seal maintenance treatment on road surfaces, and construction of ADA compliant sidewalk ramps if needed, within the Westwood, Raynale & Oak Street Project area
City Staff Contact:		Scott Zielinski, Assistant City Engineer, 248.530.1838, <a href="mailto:szielinski@bhamgov.org">szielinski@bhamgov.org</a>
Notice Requirements:		Mail to affected property owners Publish July 31 2022, August 7 2022
Approved minutes may be reviewed at:		City Clerk's Office or <a href="http://www.bhamgov.org/commissionagendas">www.bhamgov.org/commissionagendas</a>
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <b><a href="https://zoom.us/j/655079760">https://zoom.us/j/655079760</a> Meeting ID: 655 079 760</b>		
You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.		
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## Attachment 2: Addresses of owners and occupants in project area

Parcel	Name 1	Name 2	Address	City	Stat	Zip
1 1926127006	JOSEPH HOEGLER	BETH HOEGLER	1133 WESTWOOD DR	BIRMINGHAM	MI	48009
2 1926128013	GREGORY OBLOY	BETHANY OBLOY	1135 N GLENHURST DR	BIRMINGHAM	MI	48009
3 1926128016	W F FULLER TRUST		1100 WESTWOOD DR	BIRMINGHAM	MI	48009
4 1926176001	COREY K HOLTER	JULIE M HOLTER	1087 WESTWOOD DR	BIRMINGHAM	MI	48009
5 1926176002	BEVERLY B PRIOR TRUSTEE	BEVERLY B PRIOR TRUST	1065 WESTWOOD DR	BIRMINGHAM	MI	48009
6 1926176003	JERRY A MATLEN	TERRY L MATLEN	1043 WESTWOOD DR	BIRMINGHAM	MI	48009
7 1926176004	STEVEN A TOROK	JANET M TOROK	1011 WESTWOOD DR	BIRMINGHAM	MI	48009
8 1926176005	GARY KAZANJIAN	MELISSA MILLER FARR	979 WESTWOOD DR	BIRMINGHAM	MI	48009
9 1926176006	DOUGLAS JAMES HELLYAR	JILL MICHELLE HELLYAR	947 WESTWOOD DR	BIRMINGHAM	MI	48009
10 1926176007	CHARLES BROCK ROONEY		915 WESTWOOD DR	BIRMINGHAM	MI	48009
11 1926177001	GEORGE L STERN	FRANCES E STERN	1090 WESTWOOD DR	BIRMINGHAM	MI	48009
12 1926177002	DAVID E GLASS		1064 WESTWOOD DR	BIRMINGHAM	MI	48009
13 1926177003	SCOTT EVERLY	KATHRINE EVERLY	1036 WESTWOOD DR	BIRMINGHAM	MI	48009
14 1926177004	BRADLEY J HALLETT	KIM VANCLEEF	1000 WESTWOOD DR	BIRMINGHAM	MI	48009
15 1926177005	ANDREW ROMANOSKY	KIMBERLY ROMANOSKY	980 WESTWOOD DR	BIRMINGHAM	MI	48009
16 1926177006	LYNN M WIAND REVOC LVNG TRUST	LYNN M WIAND TRUSTEE	956 WESTWOOD DR	BIRMINGHAM	MI	48009
17 1926177007	TOD W WINKLER	KELLY WINKLER	938 WESTWOOD DR	BIRMINGHAM	MI	48009
18 1926177008	FRANK A FAGA	CAPRI A FAGA	912 WESTWOOD DR	BIRMINGHAM	MI	48009
19 1926177009	ANTHONY M PIPIA	REGINA P PIPIA	1099 N GLENHURST DR	BIRMINGHAM	MI	48009
20 1926177018	SCOTT G BENNETT	THERESA H BENNETT	917 N GLENHURST DR	BIRMINGHAM	MI	48009
21 1926326001	JOHN CORNISH	KAREN RICHER-CORNISH	885 WESTWOOD DR	BIRMINGHAM	MI	48009
22 1926327001	LAURENCE G WOLF		888 WESTWOOD DR	BIRMINGHAM	MI	48009
23 1926327012	BRETT D ALTMAN		871 N GLENHURST DR	BIRMINGHAM	MI	48009
24 Test	City of Birmingham	City Clerk's Office	151 Martin	BIRMINGHAM	MI	48009

Attachment 2: Addresses of owners and occupants in project area



Clerk's Office  
City of Birmingham, MI

AUG - 1 2022

Cw

RECEIVED

Friday, July 29, 2022

To: 0  
City of Birmingham  
City Clerk's Office  
151 Martin  
BIRMINGHAM, MI 4

Funds Report	Available:	\$5,854.38	PBP Account Number:	35884980
	Used:	\$346,741.62	Indicia Number:	0001382903
	Total Pieces:	656651	Meter Number:	1382903
	Control Sum:	\$352,596.00	Meter Name:	
	Resettable Piece Count:	24	Printed:	JUL 29 2022 11:41 AM
	Piece Count Value:	\$13.68		

RE: Westwood, Raynale & Oak Street Project  
Cape-Seal Maintenance Treatment Special Assessment  
Water & Sewer Lateral Replacement Special Assessment

The final design of the Westwood, Raynale & Oak Street Project is underway. With the direction received from the City Commission on June 27, 2022, the City will be completing the improvements to the sewer and water systems, and after patching excavations and trenches associated with the underground utility work, a cape-seal maintenance treatment will be applied to the road surfaces within the project area. Construction on this project is anticipated to start in Spring 2023.

With this letter you are receiving **two (2)** notifications for two, separate public hearings, with the Public Hearing of Necessity for each being scheduled to occur on **Monday, August 15, 2022** at the regularly scheduled City Commission meeting at 7:30 p.m. The first is to consider a Special Assessment District (SAD) for cape-seal maintenance treatment on unimproved road surfaces within the project area. The second is to consider a Special Assessment District for replacement of private sewer and water service laterals within the public road right-of-way within the project area. The following information will help clarify what is being assessed for each SAD.

The **first** SAD is for cape-seal maintenance treatment on unimproved road surfaces within the project areas. Consistent with previous projects of this nature, it has been the City's policy to assess 85% of the costs associated with this work to the properties that share frontage with the streets receiving the cape-seal treatment. For properties that have a side yard along the streets receiving the cape-seal treatment, 25% of the costs associated with this work will be assessed. Work items typically included in these projects include the following:

- Pulverizing existing road surface and re-grading as necessary to shape an appropriate crown.
- Applying the cape-seal treatment that is a double layer of chip seal and a slurry coat.
- Reconstructing sidewalk ramps in the project area to meet ADA requirements, where needed.

The cost per property will be assessed based on an average cost associated with the proposed work on each street in the cape-seal program, multiplied by the linear foot measurement of the property line fronting the street, and/or the side property line for corner lots, and then reduced by multiplying again by 85% for the front footage measurement, and/or 25% for the side footage

measurement. Upon completion of the project, the City will bill each property for the full amount of the assessment. Payment will be expected within 30 days of receipt. The City plans to provide an estimate of costs associated with this SAD at the Hearing of Necessity to be held on August 15, 2022.

The **second** SAD is for replacement of certain private sewer and water service laterals within the public road right-of-way. Not all property owners in the project area will need replacement of their sewer and water laterals and be subject to this special assessment. The City's policy outlined in section 114-30 of the city code is to replace any water service that is less than 1 inch in diameter, and outlined in section 114-171 of the city code is to replace any sewer service that is 50 or more years old, in poor condition, or is made of materials that do not meet city standards (e.g. "Orangeburg" pipe). Replacement during other infrastructure projects protects the City's investment in the sewer and water system by reducing the chance of failure by a lateral within the right-of-way area.

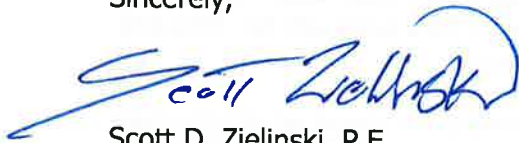
City Ordinance establishes that because private water and sewer service laterals only benefit one property, they are not considered a part of the City's public system. Therefore, the maintenance and repair of the services from the building to the connection at the public main is the responsibility of each individual property owner. City policy dictates that these replacements are completed at the property owner's expense. Only those who qualify as outlined above will have their sewer and/or water service replaced and receive an assessment.

The actual cost of replacing the section of the water and/or sewer lateral charged to you will vary depending on the actual location of the City mains, and any other obstacles, such as trees, that are in the way. Property owners are only charged for the actual length of service replaced if their service qualifies for assessment as described above.

After the work is completed, an invoice will be generated and sent to the property owner of record for the length of service(s) replaced. Payment in full will be expected within 30 days of receipt. If you are not in a position to pay off the charge in one payment, it can be broken into as many as 10 annual payments. An annual interest charge on the remaining balance, currently about 5%, will apply. Official estimates will be provided at the Hearing of Necessity.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You have the opportunity to speak directly to the City Commission at the Public Hearing of Necessity that will be held on August 15, 2022.

Sincerely,



Scott D. Zielinski, P.E.  
Assistant City Engineer



<b>NOTICE OF PUBLIC HEARINGS</b>			
<b>BIRMINGHAM CITY COMMISSION</b>			
<b>PUBLIC HEARING OF NECESSITY</b>			
<b>PUBLIC HEARING OF CONFIRMATION</b>			
<b>FOR THE CAPE-SEAL MAINTENANCE TREATMENT WITHIN THE WESTWOOD, RAYNALE &amp; OAK STREET PROJECT AREA</b>			
Meeting Date, Time, Location:	<b>HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 15, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI		
Meeting Date, Time, Location:	<b>HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 29, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI		
Location:	Westwood, Raynale & Oak Street Project Area – specifically Westwood between Raynale & Oak, Raynale between N Glenhurst & west City limits, and Oak between N Glenhurst & west City limits.		
Nature of Improvement:	Nature of Improvement: Install cape-seal maintenance treatment on road surfaces, and construction of ADA compliant sidewalk ramps if needed, within the Westwood, Raynale & Oak Street Project area		
City Staff Contact:	Scott Zielinski, Assistant City Engineer, 248.530.1838, <a href="mailto:szielinski@bhamgov.org">szielinski@bhamgov.org</a>		
Notice Requirements:	Mail to affected property owners Publish July 31 2022, August 7 2022		
Approved minutes may be reviewed at:	City Clerk's Office or <a href="http://www.bhamgov.org/commissionagendas">www.bhamgov.org/commissionagendas</a>		
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <b><a href="https://zoom.us/j/655079760">https://zoom.us/j/655079760</a> Meeting ID: 655 079 760</b>			
You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.			
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.			
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<i>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).</i>			

NOTICE OF PUBLIC HEARINGS		
BIRMINGHAM CITY COMMISSION		
PUBLIC HEARING OF NECESSITY		
PUBLIC HEARING OF CONFIRMATION		
FOR THE REPLACEMENT OF SEWER & WATER SERVICES WITHIN THE WESTWOOD, RAYNALE & OAK STREET PROJECT AREA		
Meeting Date, Time, Location:		<b>HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 15, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:		<b>HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 29, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:		Westwood, Raynale & Oak Street Project Area – specifically Westwood between Raynale & Oak, Raynale between N Glenhurst & west City limits, and Oak between N Glenhurst & west City limits.
Nature of Improvement:		Replacement of sewer and water services within the Westwood, Raynale & Oak Street Project area
City Staff Contact:		Scott Zielinski, Assistant City Engineer, 248.530.1838 <a href="mailto:szielinski@bhamgov.org">szielinski@bhamgov.org</a>
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# **Affidavit of Publication**

The Affidavit of Publication from the Eccentric newspaper was not received at the time of agenda packet preparation due to staffing delays. Affidavit will be kept on file at the Clerk's office once received.



## **MEMORANDUM**

ENGINEERING DEPARTMENT

**DATE:** August 9, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Scott D. Zielinski, Assistant City Engineer  
Melissa A. Coatta, City Engineer

**SUBJECT:** Westwood, Raynale & Oak Street Project  
Hearing of Necessity for Water and Sewer Lateral Special Assessment  
District (SAD)

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### INTRODUCTION:

A number of the water and sewer leads will be replaced as part of the Engineering Department's planned project for the sewer and water main improvements on Westwood between Raynale and Oak, Raynale between N. Glenhurst and the west City limits, and Oak between N. Glenhurst and the west City Limits. The City proposes to replace private water and sewer laterals that met "useful life" criteria with the right-of-way (ROW) in an effort to protect the public investments.

### BACKGROUND:

In accordance with current City policy established to protect the public investment being made with capital improvement projects in public roadways, as part of the project, we intend to replace all sewer laterals that are 50 years of age or older or of material that are not acceptable for City standards, as well as all water services less than 1 inch diameter. All unsuitable sewer services will be replaced with 6" schedule 40 PVC, and water services less than 1 inch in diameter will be replaced with a new 1 inch diameter service, for service lengths located within the public road right-of-way.

The parcels within the project zone that are subject to the Sewer & Water Lateral Special Assessment are highlighted on the attached map. Appended to this report is a list of properties that the department plans to include in the assessment district, along with estimated construction costs to be assessed at the Hearing of Necessity.



#### LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures.

#### FISCAL IMPACT:

Revenue generated from the Water and Sewer Lateral Special Assessment District (SAD) for the Westwood, Raynale & Oak Street Project will defray the costs incurred by the City for construction of these improvements. One hundred percent of the costs for laterals within the right of way will be paid by the property owner. The cost can be paid back in either lump sum or over up to a 10-year period with interest. The interest rate will be confirmed at the Confirmation of Roll.

#### PUBLIC COMMUNICATIONS:

Notice for the Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department has sent all property owners a letter explaining the associated work. For additional communications made related to this project, please refer to the project report presented at the City Commission meeting of June 27, 2022.

#### SUMMARY:

The Engineering Department recommends that the Commission declare necessity and approve a Special Assessment District for Water and Sewer Lateral as part of Westwood, Raynale & Oak Street Project. Should the Commission approve the Special Assessment District, a Public Hearing for Confirmation of the Roll should be set at the City Commission meeting on August 29, 2022.

#### ATTACHMENTS:

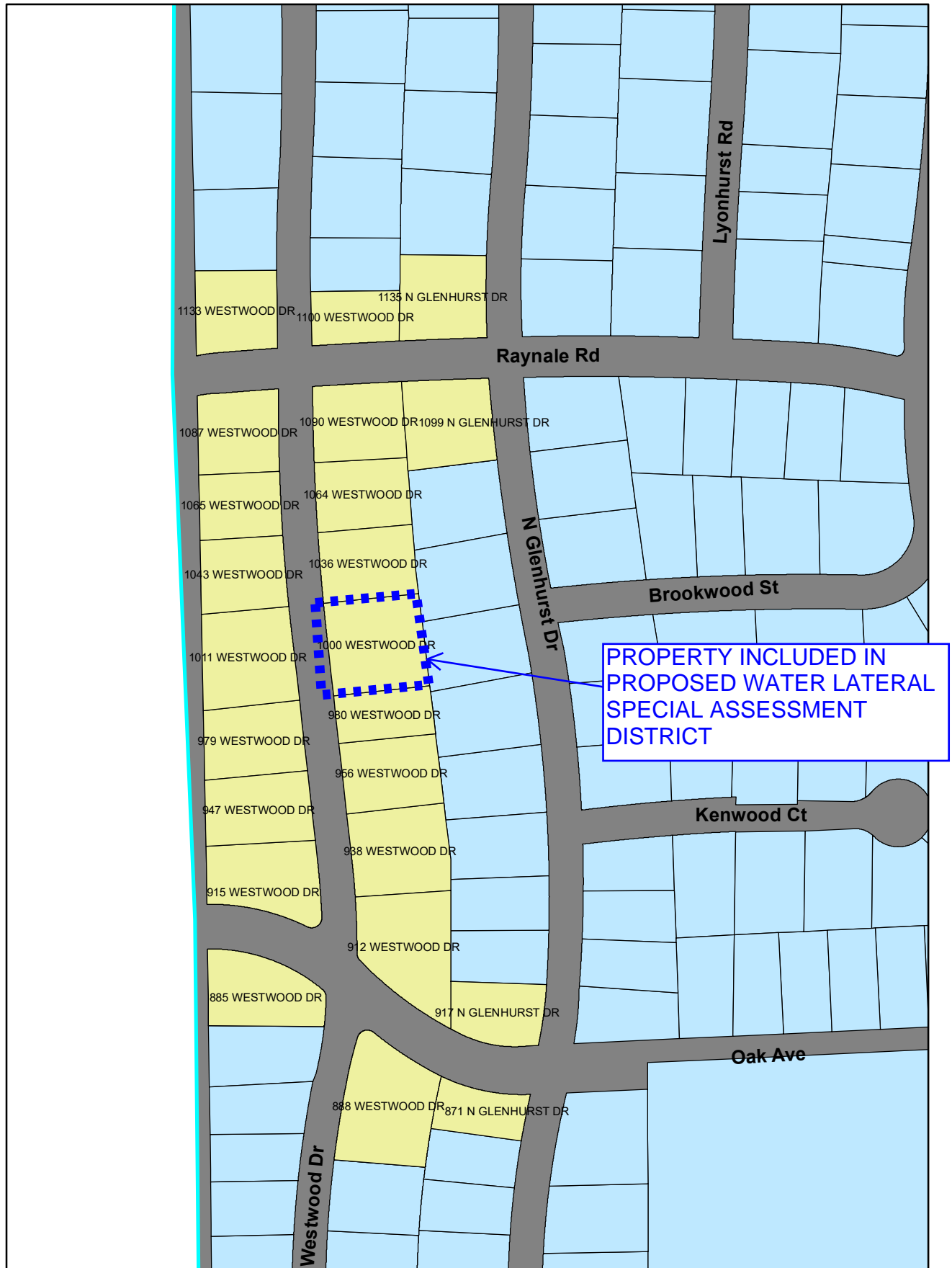
- Map of proposed Water and Sewer Special Assessment District
- Spreadsheet with Estimated Costs of Services
- Clerk's Confirmation of Public Hearing Notice

#### SUGGESTED COMMISSION ACTION:


Make a motion adopting a resolution declaring necessity and approving a Special Assessment District with special assessments levied in accordance with benefits against the properties within such assessment district. The special assessment district shall include all properties within the following district of 13 parcels (listed below), and the City Commission will meet on Monday, August 29, 2022 at 7:30 P.M. for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the water and sewer lateral replacements for properties within the project area on Westwood between Raynale & Oak, Raynale between N. Glenhurst and the west City limits, and Oak between N. Glenhurst & the west City Limits.

Parcel ID	Street Address
1926177004	1000 Westwood
1926176004	1011 Westwood
1926177003	1036 Westwood
1926176003	1043 Westwood
1926177002	1064 Westwood
1926176002	1065 Westwood
1926176001	1087 Westwood
1926177001	1090 Westwood
1926177007	938 Westwood
1926176006	947 Westwood
1926177005	980 Westwood
1926177008	912 Westwood
1926176007	915 Westwood

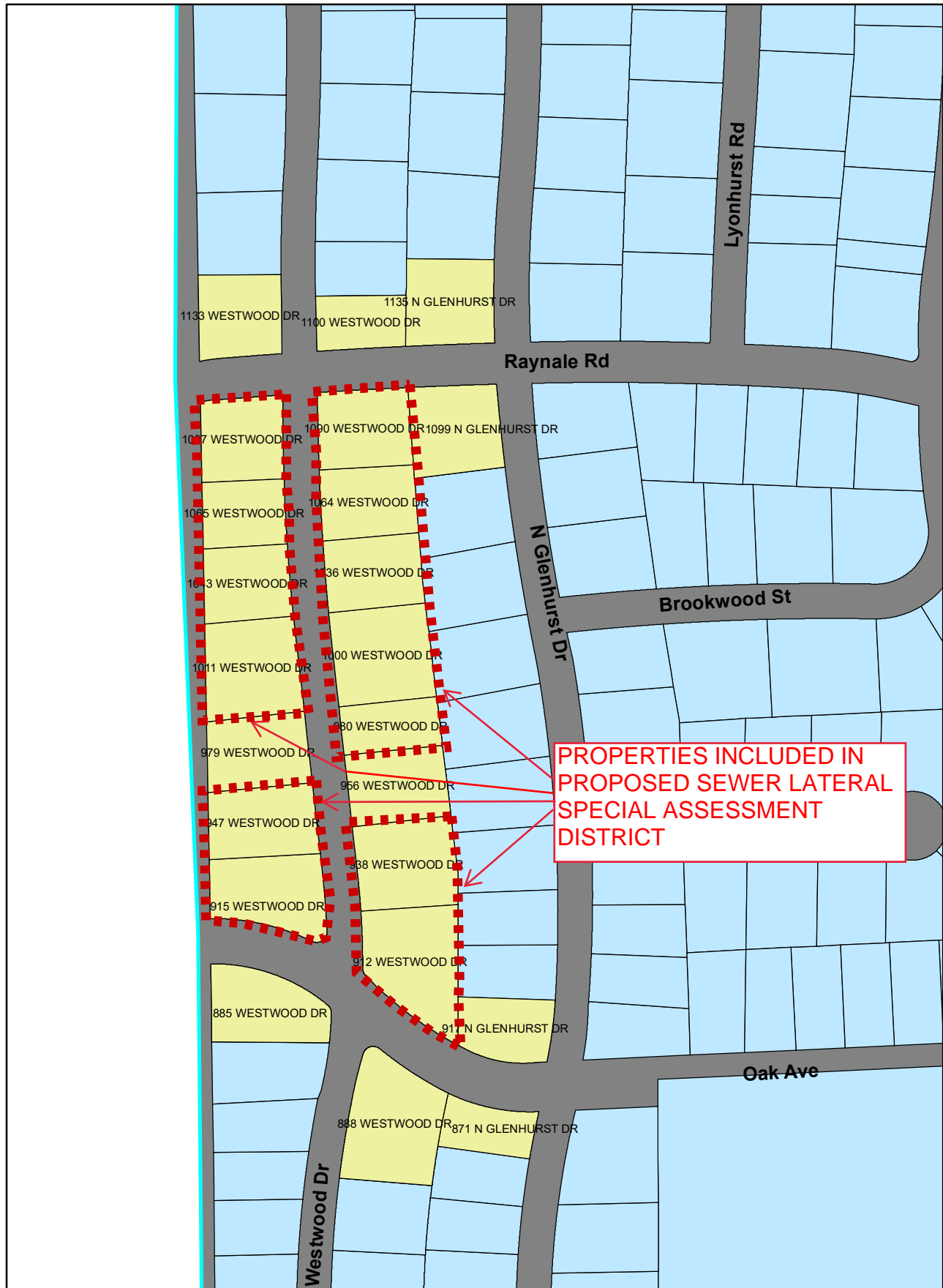
# WESTWOOD, RAYNALE & OAK ST PROJECT AREA




## Legend

 Affected Addresses in Work Area

# WESTWOOD, RAYNALE & OAK ST PROJECT AREA



## Legend

 Affected Addresses in Work Area



Sidwell	Street Address	Water	Sewer	Total Estimated Water and Sewer Lateral Amount
1926177004	1000 Westwood	\$ 2,000.00	\$ 4,375.00	\$ 6,375.00
1926176004	1011 Westwood	\$ -	\$ 2,500.00	\$ 2,500.00
1926177003	1036 Westwood	\$ -	\$ 4,375.00	\$ 4,375.00
1926176003	1043 Westwood	\$ -	\$ 2,500.00	\$ 2,500.00
1926177002	1064 Westwood	\$ -	\$ 4,375.00	\$ 4,375.00
1926176002	1065 Westwood	\$ -	\$ 2,500.00	\$ 2,500.00
1926176001	1087 Westwood	\$ -	\$ 2,500.00	\$ 2,500.00
1926177001	1090 Westwood	\$ -	\$ 3,125.00	\$ 3,125.00
1926177007	938 Westwood	\$ -	\$ 4,375.00	\$ 4,375.00
1926176006	947 Westwood	\$ -	\$ 2,500.00	\$ 2,500.00
1926177006	956 Westwood	\$ -	\$ -	\$ -
1926176005	979 Westwood	\$ -	\$ -	\$ -
1926177005	980 Westwood	\$ -	\$ 4,375.00	\$ 4,375.00
1926177008	912 Westwood	\$ -	\$ 4,375.00	\$ 4,375.00
1926176007	915 Westwood	\$ -	\$ 2,500.00	\$ 2,500.00
1926177009	1099 N Glenhurst	\$ -	\$ -	\$ -
1926128016	1100 Westwood	\$ -	\$ -	\$ -
1926127006	1133 Westwood	\$ -	\$ -	\$ -
1926128013	1135 N Glenhurst	\$ -	\$ -	\$ -
1926327012	871 N Glenhurst	\$ -	\$ -	\$ -
1926326001	885 Westwood	\$ -	\$ -	\$ -
1926327001	888 Westwood	\$ -	\$ -	\$ -
1926177018	917 N Glenhurst	\$ -	\$ -	\$ -

Notes:

Unit costs per lineal footage within the project area are preliminary estimates; will be adjusted when project bids are received at future date

Final costs is based on actual construction lineal footage



## **MEMORANDUM**

Clerk's Office

**DATE:** August 15, 2022

**TO:** Scott Zielinski, Assistant City Engineer

**FROM:** Christina Woods, Deputy Clerk

**SUBJECT:** Clerk's Confirmation of Public Hearing Notice: Special Assessment Districts within the Westwood, Raynale & Oak Street Project Area

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The noticing process has been completed for:

- Public Hearing of Necessity and Public Hearing of Confirmation for the cape seal maintenance treatment within the Westwood, Raynale & Oak Street project area
- Public Hearing of Necessity and Public Hearing of Confirmation for the replacement of sewer and water services within the Westwood, Raynale & Oak Street project area

Please see attachments for further confirmation.

Mailing Date: 7/29/22

Test Mail Return Date: 8/1/22

Publishing Dates in the Birmingham Eccentric: 7/31/22 and 8/7/22

Posted on [www.bhamgov.org/publicnotices](http://www.bhamgov.org/publicnotices): 7/27/22

Attachments:

1. Public Hearing Notice
2. Owner and Occupant Addresses in project area
3. Letter sent to owners and occupants; Testing mail received in Clerk's Office; Mail Machine Counter Report
4. Affidavit of publishing

NOTICE OF PUBLIC HEARINGS			
BIRMINGHAM CITY COMMISSION			
PUBLIC HEARING OF NECESSITY			
PUBLIC HEARING OF CONFIRMATION			
FOR THE REPLACEMENT OF SEWER & WATER SERVICES WITHIN THE WESTWOOD, RAYNALE & OAK STREET PROJECT AREA			
Meeting Location:	Date,	Time,	<b>HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 15, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Location:	Date,	Time,	<b>HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 29, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Westwood, Raynale & Oak Street Project Area – specifically Westwood between Raynale & Oak, Raynale between N Glenhurst & west City limits, and Oak between N Glenhurst & west City limits.		
Nature of Improvement:	Replacement of sewer and water services within the Westwood, Raynale & Oak Street Project area		
City Staff Contact:	Scott Zielinski, Assistant City Engineer, 248.530.1838 <a href="mailto:szielinski@bhamgov.org">szielinski@bhamgov.org</a>		
Notice Requirements:	Mail to affected property owners Publish July 31 2022, August 7 2022		
Approved minutes may be reviewed at:	City Clerk’s Office or <a href="http://www.bhamgov.org/commissionagendas">www.bhamgov.org/commissionagendas</a>		
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <a href="https://zoom.us/j/655079760">https://zoom.us/j/655079760</a> Meeting ID: 655 079 760			
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<b>NOTICE OF PUBLIC HEARINGS</b>		
<b>BIRMINGHAM CITY COMMISSION</b>		
<b>PUBLIC HEARING OF NECESSITY</b>		
<b>PUBLIC HEARING OF CONFIRMATION</b>		
<b>FOR THE CAPE-SEAL MAINTENANCE TREATMENT WITHIN THE WESTWOOD, RAYNALE &amp; OAK STREET PROJECT AREA</b>		
Meeting Location:	Date, Time,	<b>HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 15, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
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## Attachment 2: Addresses of owners and occupants in project area

Parcel	Name 1	Name 2	Address	City	Stat	Zip
1 1926127006	JOSEPH HOEGLER	BETH HOEGLER	1133 WESTWOOD DR	BIRMINGHAM	MI	48009
2 1926128013	GREGORY OBLOY	BETHANY OBLOY	1135 N GLENHURST DR	BIRMINGHAM	MI	48009
3 1926128016	W F FULLER TRUST		1100 WESTWOOD DR	BIRMINGHAM	MI	48009
4 1926176001	COREY K HOLTER	JULIE M HOLTER	1087 WESTWOOD DR	BIRMINGHAM	MI	48009
5 1926176002	BEVERLY B PRIOR TRUSTEE	BEVERLY B PRIOR TRUST	1065 WESTWOOD DR	BIRMINGHAM	MI	48009
6 1926176003	JERRY A MATLEN	TERRY L MATLEN	1043 WESTWOOD DR	BIRMINGHAM	MI	48009
7 1926176004	STEVEN A TOROK	JANET M TOROK	1011 WESTWOOD DR	BIRMINGHAM	MI	48009
8 1926176005	GARY KAZANJIAN	MELISSA MILLER FARR	979 WESTWOOD DR	BIRMINGHAM	MI	48009
9 1926176006	DOUGLAS JAMES HELLYAR	JILL MICHELLE HELLYAR	947 WESTWOOD DR	BIRMINGHAM	MI	48009
10 1926176007	CHARLES BROCK ROONEY		915 WESTWOOD DR	BIRMINGHAM	MI	48009
11 1926177001	GEORGE L STERN	FRANCES E STERN	1090 WESTWOOD DR	BIRMINGHAM	MI	48009
12 1926177002	DAVID E GLASS		1064 WESTWOOD DR	BIRMINGHAM	MI	48009
13 1926177003	SCOTT EVERLY	KATHRINE EVERLY	1036 WESTWOOD DR	BIRMINGHAM	MI	48009
14 1926177004	BRADLEY J HALLETT	KIM VANCLEEF	1000 WESTWOOD DR	BIRMINGHAM	MI	48009
15 1926177005	ANDREW ROMANOSKY	KIMBERLY ROMANOSKY	980 WESTWOOD DR	BIRMINGHAM	MI	48009
16 1926177006	LYNN M WIAND REVOC LVNG TRUST	LYNN M WIAND TRUSTEE	956 WESTWOOD DR	BIRMINGHAM	MI	48009
17 1926177007	TOD W WINKLER	KELLY WINKLER	938 WESTWOOD DR	BIRMINGHAM	MI	48009
18 1926177008	FRANK A FAGA	CAPRI A FAGA	912 WESTWOOD DR	BIRMINGHAM	MI	48009
19 1926177009	ANTHONY M PIPIA	REGINA P PIPIA	1099 N GLENHURST DR	BIRMINGHAM	MI	48009
20 1926177018	SCOTT G BENNETT	THERESA H BENNETT	917 N GLENHURST DR	BIRMINGHAM	MI	48009
21 1926326001	JOHN CORNISH	KAREN RICHER-CORNISH	885 WESTWOOD DR	BIRMINGHAM	MI	48009
22 1926327001	LAURENCE G WOLF		888 WESTWOOD DR	BIRMINGHAM	MI	48009
23 1926327012	BRETT D ALTMAN		871 N GLENHURST DR	BIRMINGHAM	MI	48009
24 Test	City of Birmingham	City Clerk's Office	151 Martin	BIRMINGHAM	MI	48009

Attachment 2: Addresses of owners and occupants in project area



7B

Clerk's Office  
City of Birmingham, MI

AUG - 1 2022

CW

RECEIVED

Friday, July 29, 2022

To: 0  
City of Birmingham  
City Clerk's Office  
151 Martin  
BIRMINGHAM, MI 4

Funds Report	Available:	\$5,854.38	PBP Account Number:	35884980
	Used:	\$346,741.62	Indicia Number:	0001382903
	Total Pieces:	656651	Meter Number:	1382903
	Control Sum:	\$352,596.00	Meter Name:	
	Resettable Piece Count:	24	Printed:	JUL 29 2022 11:41 AM
	Piece Count Value:	\$13.68		

RE: Westwood, Raynale & Oak Street Project  
Cape-Seal Maintenance Treatment Special Assessment  
Water & Sewer Lateral Replacement Special Assessment

The final design of the Westwood, Raynale & Oak Street Project is underway. With the direction received from the City Commission on June 27, 2022, the City will be completing the improvements to the sewer and water systems, and after patching excavations and trenches associated with the underground utility work, a cape-seal maintenance treatment will be applied to the road surfaces within the project area. Construction on this project is anticipated to start in Spring 2023.

With this letter you are receiving **two (2)** notifications for two, separate public hearings, with the Public Hearing of Necessity for each being scheduled to occur on **Monday, August 15, 2022** at the regularly scheduled City Commission meeting at 7:30 p.m. The first is to consider a Special Assessment District (SAD) for cape-seal maintenance treatment on unimproved road surfaces within the project area. The second is to consider a Special Assessment District for replacement of private sewer and water service laterals within the public road right-of-way within the project area. The following information will help clarify what is being assessed for each SAD.

The **first** SAD is for cape-seal maintenance treatment on unimproved road surfaces within the project areas. Consistent with previous projects of this nature, it has been the City's policy to assess 85% of the costs associated with this work to the properties that share frontage with the streets receiving the cape-seal treatment. For properties that have a side yard along the streets receiving the cape-seal treatment, 25% of the costs associated with this work will be assessed. Work items typically included in these projects include the following:

- Pulverizing existing road surface and re-grading as necessary to shape an appropriate crown.
- Applying the cape-seal treatment that is a double layer of chip seal and a slurry coat.
- Reconstructing sidewalk ramps in the project area to meet ADA requirements, where needed.

The cost per property will be assessed based on an average cost associated with the proposed work on each street in the cape-seal program, multiplied by the linear foot measurement of the property line fronting the street, and/or the side property line for corner lots, and then reduced by multiplying again by 85% for the front footage measurement, and/or 25% for the side footage

measurement. Upon completion of the project, the City will bill each property for the full amount of the assessment. Payment will be expected within 30 days of receipt. The City plans to provide an estimate of costs associated with this SAD at the Hearing of Necessity to be held on August 15, 2022.

The **second** SAD is for replacement of certain private sewer and water service laterals within the public road right-of-way. Not all property owners in the project area will need replacement of their sewer and water laterals and be subject to this special assessment. The City's policy outlined in section 114-30 of the city code is to replace any water service that is less than 1 inch in diameter, and outlined in section 114-171 of the city code is to replace any sewer service that is 50 or more years old, in poor condition, or is made of materials that do not meet city standards (e.g. "Orangeburg" pipe). Replacement during other infrastructure projects protects the City's investment in the sewer and water system by reducing the chance of failure by a lateral within the right-of-way area.

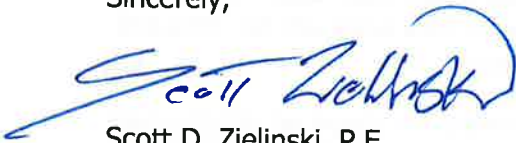
City Ordinance establishes that because private water and sewer service laterals only benefit one property, they are not considered a part of the City's public system. Therefore, the maintenance and repair of the services from the building to the connection at the public main is the responsibility of each individual property owner. City policy dictates that these replacements are completed at the property owner's expense. Only those who qualify as outlined above will have their sewer and/or water service replaced and receive an assessment.

The actual cost of replacing the section of the water and/or sewer lateral charged to you will vary depending on the actual location of the City mains, and any other obstacles, such as trees, that are in the way. Property owners are only charged for the actual length of service replaced if their service qualifies for assessment as described above.

After the work is completed, an invoice will be generated and sent to the property owner of record for the length of service(s) replaced. Payment in full will be expected within 30 days of receipt. If you are not in a position to pay off the charge in one payment, it can be broken into as many as 10 annual payments. An annual interest charge on the remaining balance, currently about 5%, will apply. Official estimates will be provided at the Hearing of Necessity.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You have the opportunity to speak directly to the City Commission at the Public Hearing of Necessity that will be held on August 15, 2022.

Sincerely,



Scott D. Zielinski, P.E.  
Assistant City Engineer



<b>NOTICE OF PUBLIC HEARINGS</b>			
<b>BIRMINGHAM CITY COMMISSION</b>			
<b>PUBLIC HEARING OF NECESSITY</b>			
<b>PUBLIC HEARING OF CONFIRMATION</b>			
<b>FOR THE CAPE-SEAL MAINTENANCE TREATMENT WITHIN THE WESTWOOD, RAYNALE &amp; OAK STREET PROJECT AREA</b>			
Meeting Date, Time, Location:	<b>HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 15, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI		
Meeting Date, Time, Location:	<b>HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 29, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI		
Location:	Westwood, Raynale & Oak Street Project Area – specifically Westwood between Raynale & Oak, Raynale between N Glenhurst & west City limits, and Oak between N Glenhurst & west City limits.		
Nature of Improvement:	Nature of Improvement: Install cape-seal maintenance treatment on road surfaces, and construction of ADA compliant sidewalk ramps if needed, within the Westwood, Raynale & Oak Street Project area		
City Staff Contact:	Scott Zielinski, Assistant City Engineer, 248.530.1838, <a href="mailto:szielinski@bhamgov.org">szielinski@bhamgov.org</a>		
Notice Requirements:	Mail to affected property owners Publish July 31 2022, August 7 2022		
Approved minutes may be reviewed at:	City Clerk's Office or <a href="http://www.bhamgov.org/commissionagendas">www.bhamgov.org/commissionagendas</a>		
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <b><a href="https://zoom.us/j/655079760">https://zoom.us/j/655079760</a> Meeting ID: 655 079 760</b>			
You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.			
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.			
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.			
Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.			
<i>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).</i>			

<b>NOTICE OF PUBLIC HEARINGS</b>		
<b>BIRMINGHAM CITY COMMISSION</b>		
<b>PUBLIC HEARING OF NECESSITY</b>		
<b>PUBLIC HEARING OF CONFIRMATION</b>		
<b>FOR THE REPLACEMENT OF SEWER &amp; WATER SERVICES WITHIN THE WESTWOOD, RAYNALE &amp; OAK STREET PROJECT AREA</b>		
Meeting Date, Time, Location:	<b>HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 15, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI	
Meeting Date, Time, Location:	<b>HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT</b> Monday, August 29, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI	
Location:	Westwood, Raynale & Oak Street Project Area – specifically Westwood between Raynale & Oak, Raynale between N Glenhurst & west City limits, and Oak between N Glenhurst & west City limits.	
Nature of Improvement:	Replacement of sewer and water services within the Westwood, Raynale & Oak Street Project area	
City Staff Contact:	Scott Zielinski, Assistant City Engineer, 248.530.1838 <a href="mailto:szielinski@bhamgov.org">szielinski@bhamgov.org</a>	
Notice Requirements:	Mail to affected property owners Publish July 31 2022, August 7 2022	
Approved minutes may be reviewed at:	City Clerk's Office or <a href="http://www.bhamgov.org/commissionagendas">www.bhamgov.org/commissionagendas</a>	
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## Affidavit of Publication

The Affidavit of Publication from the Eccentric newspaper was not received at the time of agenda packet preparation due to staffing delays. Affidavit will be kept on file at the Clerk's office once received.



## MEMORANDUM

Planning Division

DATE: August 8<sup>th</sup>, 2022

TO: Thomas Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for a Lot Combination of 770 S. Adams and 1000 Haynes Street, Parcel ID # 19-36-283-016, Lot T2N, R10E, SEC 36 O E SHATTUCK SUB LOTS 15, 16 & 17 & Parcel ID # 19-36-283-024, Lot T2N, R10E, SEC 36 RURAL SUB LOTS 5 TO 11 INCL, ALSO LOTS 11 & 14 OF 'O E SHATTUCK SUB'

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### INTRODUCTION:

The owner of 770 S. Adams and 1000 Haynes Street has applied to combine the two parcels into one in order to construct a new mixed-use building. The applicant received Final Site Plan approval from the Planning Board for the proposed 4-6 story building on [May 11, 2022](#) with a condition of approval being that the applicant receive lot combination approval from the City Commission.

### BACKGROUND:

The subject properties are located between S. Adams Road, S. Worth Street, and Haynes Street. 1000 Haynes Street currently consists of a vacant commercial building, formerly Charter One Bank while 770 S. Adams consists of a vacant 2-story office building. The applicant is proposing to demolish the existing buildings, combine the two parcels, and construct a 4-6 story mixed used building with retail and residential uses.

The Combination of Land Parcels Ordinance (Chapter 102, Section 102-83) requires that the following standards be met for approval of a lot combination.

- (1) *The Combination will result in lots or parcels of land consistent with the character of the area where the property is located, Chapter 126 of this Code for the zone district in which the property is located, and all applicable master land use plans.*

In regards to character of the area, the subject site is surrounded by a mix of uses and building heights. The property is surrounded by office buildings to the north and south, a strip mall to the east, and a Walgreens to the west. The building stock in the southern



portion of the Triangle District consists of older office buildings and single story retail buildings. The majority of development in the Triangle District has occurred in the northern portion near Maple and Forest. The proposed development for 770 S. Adams will be the first large scale mixed-use residential development in the southern portion of the Triangle District.

In regards to zoning, the proposed building was approved by the Planning Board on May 11, 2022 with no outstanding issues related to the bulk, height, placement of the building for the Triangle District MU-3 and MU-5 zones. The applicant was required to verify certain design elements are met including proper screening, lighting, and glazing. Such elements will be verified administratively before the applicant may obtain their building permit.

In regards to applicable Master Plans, the Triangle District Urban Design Plan ("Triangle Plan") recommends mixed-use, multi-story buildings. The proposed building has a mix of retail and residential uses that fit in with the surrounding buildings and will contribute towards activating the Triangle District area. In addition, the building design met all of the architectural recommendations found within the Triangle Plan such as high quality building materials, LEED design, and a pedestrian oriented ground floor façade. The applicant's lot combination appears to align with the recommendations of the Triangle District Plan.

**Accordingly, the lot combination proposal meets the requirements of #1.**

- (2) *All residential lots formed as a result of a combination shall be a maximum width of no more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.*

**This standard only applies to single family residential zones. The proposed combination is zoned for mixed use, commercial and multi-family residential, therefore this requirement is not applicable.**

- (3) *All residential lots formed as a result of a combination shall be a maximum area of no more than twice the average lot area of all lots in the same zone district within 300 feet on the same street.*

**This standard only applies to single family residential zones. The proposed combination is zoned for mixed use, commercial and multi-family residential, therefore this requirement is not applicable.**

- (4) *The combination will result in building envelopes on the combined parcels that will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.*

**Given the existing conditions and variety of buildings and parcel sizes surrounding the subject properties, the proposed lot combination and building envelope appear to meet this requirement.**

- (5) *Any due or unpaid taxes or special assessments upon the property have been paid in full.*

There are no outstanding taxes due on this property. **The proposal meets this requirement.**

(6) *The combination will not adversely affect the interest of the public or the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*

*a.) The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*

On [March 31, 2022](#), the Planning Board accepted the Community Impact Study for the proposed 4-6 story building at 770 S. Adams, which included an in-depth transportation impact study. **Based on the Community Impact Study and the attached survey, the proposed lot combination and proposed vehicular ingress and egress appear to meet this requirement.**

*b.) The effect of the proposed combination upon any floodplain areas, wetlands and other natural features and the ability of the applicant to develop a buildable site on the resulting parcel without unreasonable disturbances of such natural features.*

**The property is not located in a floodplain or wetlands, nor adjacent to a floodplain or wetlands.**

*c.) The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.*

The applicant has proposed a 4-6 story building in a commercial zone surrounded by large surface parking lots. **The proposed lot combination does not appear to impact the supply of light and air to adjacent properties or the ability of the City to provide essential services.**

#### LEGAL REVIEW:

The City Attorney has reviewed the application and supporting documentation and has no objections as to form or content.

#### FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

#### PUBLIC COMMUNICATIONS:

As required for lot combinations, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the August 15, 2022 public hearing at the City Commission, and notices were sent out to all property owners and tenants within 300 ft. of the property.

**SUMMARY:**

The Planning Division requests that the City Commission consider the lot combination of 770 S. Adams and 1000 Haynes Street, Parcel ID # 19-36-283-016 & Parcel ID # 19-36-283-024.

**ATTACHMENTS:**

- Letter to the City
- Registered Land Surveys
- Application

**SUGGESTED ACTION:**

Make a motion adopting a resolution to APPROVE the proposed lot combination of 770 S. Adams and 1000 Haynes Street, Parcel ID # 19-36-283-016 & Parcel ID # 19-36-283-024.



Williams Williams Rattner & Plunkett, P.C.  
Attorneys and Counselors

380 North Old Woodward Avenue  
Suite 300

Birmingham, Michigan 48009

Tel: (248) 642-0333

Fax: (248) 642-0856

June 20, 2022

Richard D. Rattner

[rdr@wwrplaw.com](mailto:rdr@wwrplaw.com)

***By Email & Hand Delivery***

City Commission  
City of Birmingham  
151 S. Martin Street  
Birmingham, MI 48009  
Attn: Nicholas Dupuis

Re: Application for Combination of Tax Parcel Nos. 08-19-36-283-024 and 08-19-36-283-016, commonly known as 1000 Haynes Street and 770 S. Adams Street, Birmingham, MI ("Application")

Dear Mr. Dupuis and Members of the City Commission:

The undersigned submits this letter on behalf of FHS Birmingham L.L.C ("Applicant") in support of the captioned Application for the designation of a single Tax Parcel Identification No. in connection with Applicant's development of a mixed-use multi-family residential (with ground-level retail) project (the "Project") on property commonly known as 1000 Haynes Street and 770 S. Adams Street Adams Street, located within the Triangle District, Birmingham (the "Property") in accordance with the final site plan approved by the Birmingham Planning Board on May 11, 2022 ("Approved Site Plan").

This exciting new Project represents a giant step forward toward fulfilling the goals of the Triangle District Master Plan.

The standards for review and approval of the Application are recited in Birmingham Ordinance Sec. 102-83, and individually addressed below:

*(1) Consistent with the character of the area (Ordinance Sec. 102-83(1)).*

As previously determined by the Planning Board, the character of the Property and development of the Project in accordance with the Approved Site Plan is consistent with the character of the area, the MU-3 and MU-5 zoning districts, the purposes of the Triangle Overlay and the objectives of the Triangle District Urban Design Plan (2007).



*(2) Maximum width of resulting residential lots (Ordinance Sec. 102-83(2)).*

This standard of approval is not applicable to the Property as a multi-family, mixed use building.

*(3) Maximum area of resulting residential lots (Ordinance Sec. 102-83(3)).*

This standard of approval is not applicable to the Property as a multi-family, mixed use building.

*(4) Building envelope – placement of buildings and structures in a manner consistent with existing rhythm and pattern within 500 feet (Ordinance Sec. 102-83(4)).*

As previously determined by the Planning Board, development of the Project by Applicant in accordance with the Approved Site Plan is consistent with the rhythm and pattern of development within 500 feet of the Property. The current and future rhythm and pattern of development in this 500-foot parameter is, and is planned to be, mixed use residential and appropriate retail in a pedestrian-friendly and walkable community.

*(5) No due or unpaid taxes or special assessments (Ordinance Sec. 102-83(5)).*

There are no unpaid taxes or special assessments related to the Property.

*(6) No adverse effect on public or abutting property owners (Ordinance Sec. 102-83(6)).*

As previously determined by the Planning Board, development of the Project by Applicant in accordance with the Approved Site Plan will be an asset to the public, including abutting property owner. It will inject new life and invite more pedestrians to the area. The Project will further benefit the public by providing new multi-family units and retail space in the Triangle District and create the streetscape that is one of the core improvements envisioned by the Triangle District Urban Design Plan and the Triangle Overlay District.

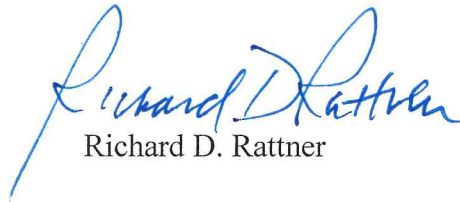
### Conclusion

As previously determined by the Planning Board, the Project opens the door to a more vibrant, pedestrian-active, and healthy Triangle District and the future design of this area. The Application for combination and designation of a single Tax Parcel Identification No. for the Property satisfies the spirit and intent of Ordinance Section 102-83(1)-(6). Accordingly, we respectfully request that the Application be approved by the City Commission.

Should you have any further questions or comments, please do not hesitate to contact the undersigned. Thank you.

Very truly yours,

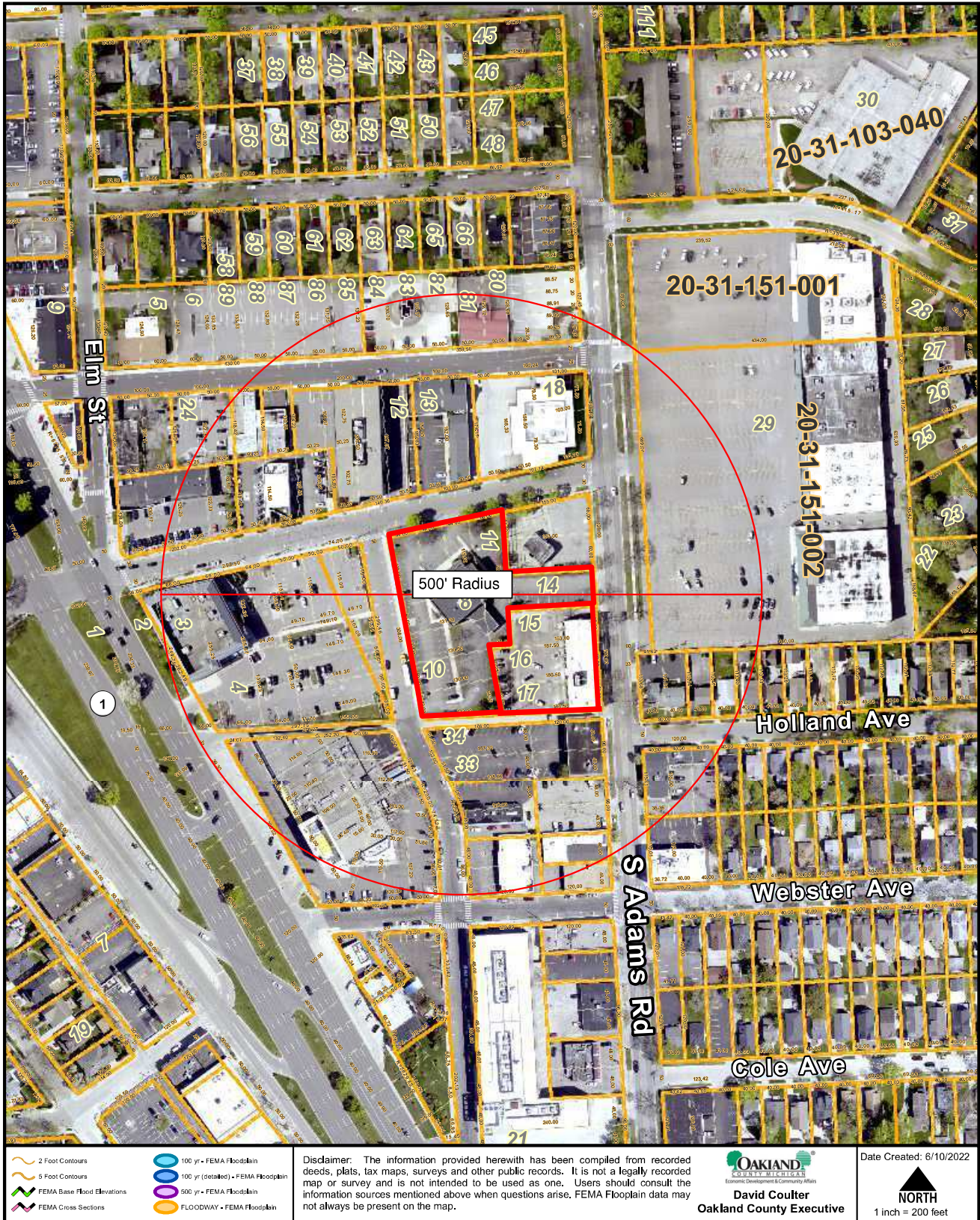
WILLIAMS WILLIAMS RATTNER & PLUNKETT, PC



Richard D. Rattner



# FHS Birmingham - Combined Lots



Oakland County One Stop Shop 2100 Pontiac Lake Road Bldg. 41 West Waterford, MI 48328 Phone: 248-858-0721 Web: [www.advantageoakland.com](http://www.advantageoakland.com)



**FLOODPLAIN:**  
BY GRAPHIC PLOTTING, THE SUBJECT PARCEL IS IN "AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN." (ZONE X) PER FEMA FLOOD INSURANCE RATE MAP PANEL NUMBER 26125C-0537F, EFFECTIVE DATE SEPT. 29, 2006.

**LEGAL DESCRIPTION**

(Per Chicago Title Insurance Company, Commitment No. 631127970NBU, Dated 1-13-21, Revision No. 2)

Land situated in the City of Birmingham, Oakland County, Michigan, described as follows:

Lots 11 and 14, O. E. Shattuck Subdivision, Village, now City of Birmingham, Oakland County, Michigan, according to the recorded plat thereof, as recorded in Liber 8 of Plats, Page 14, Oakland County Records.

Lots 5 through 11, inclusive, Rural Subdivision of Lots 5, 6, 7, 8, 9 and 10 of O.E. Shattuck Subdivision in the Village of Birmingham, according to the recorded plat thereof as recorded in Liber 16 of Plats, Page 14, Oakland County Records.

1000 Haynes Ave., Birmingham, MI  
Parcel No. 08-19-36-283-024

**LEGAL DESCRIPTION**

(Per Liberty Title Agency, File No. LIB153701, Dated 4-16-21, Revision No. 1)

The land referred to in this Commitment is located in the City of Birmingham, County of Oakland, State of Michigan, and described as follows: Lots 15, 16 and 17, O.E. Shattuck Subdivision, according to the plat thereof, as recorded in Liber 8 of Plats, Page 14, Oakland County Records.

770 S Adams, Birmingham, MI  
Parcel No. 08-19-36-283-016

**LEGAL DESCRIPTION**

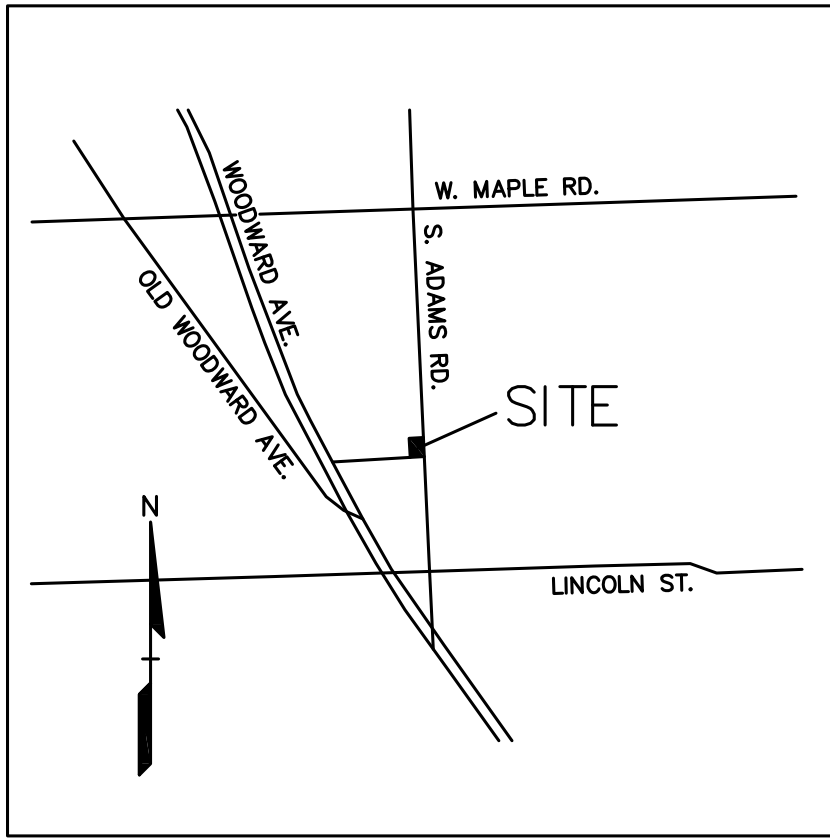
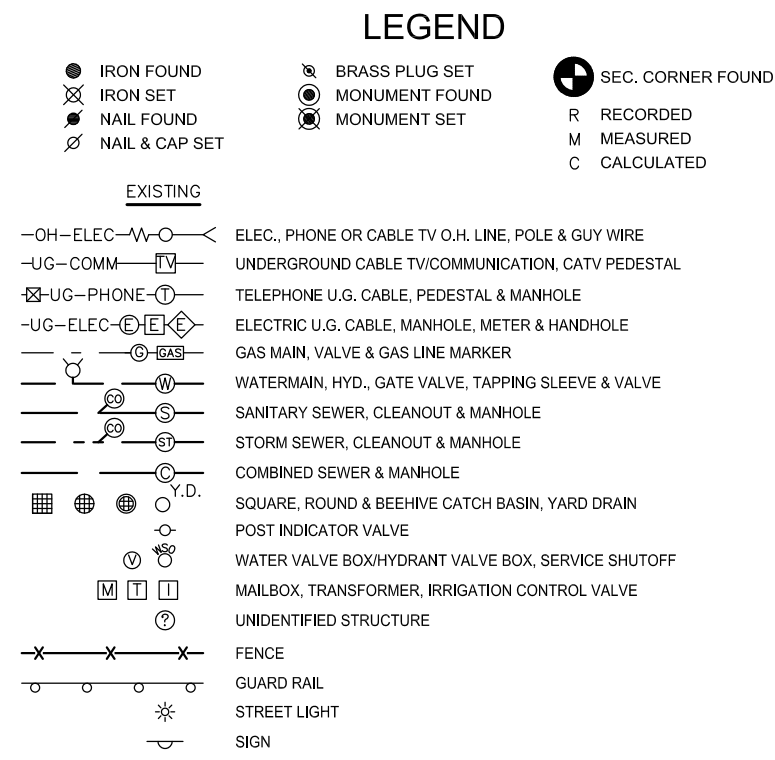
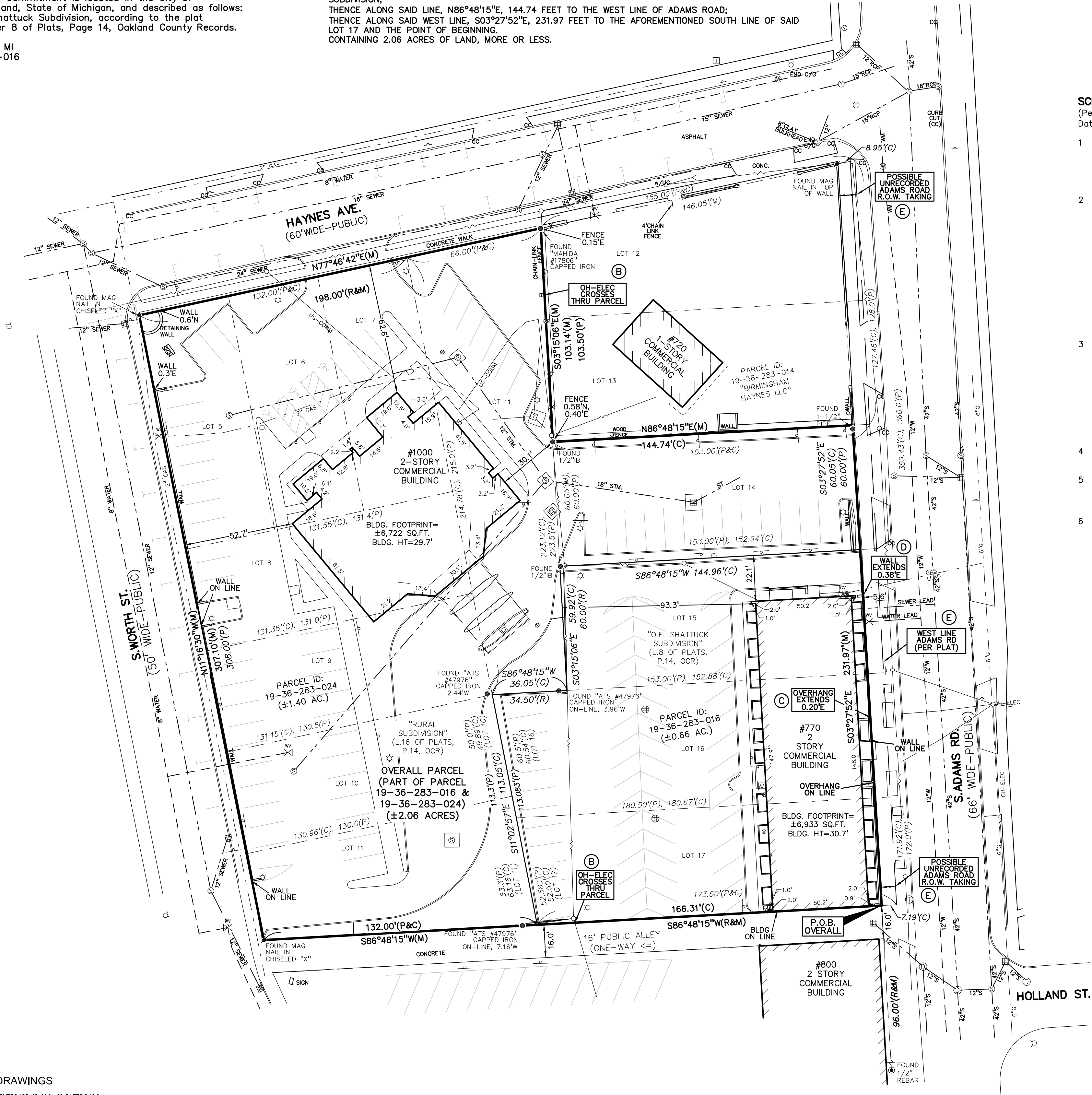
(PER PEA GROUP)

**OVERALL PARCEL**

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING ALL OF LOT 11 AND PART OF LOTS 14, 15, 16 AND 17 OF "O. E. SHATTUCK SUBDIVISION", VILLAGE, NOW CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 8 OF PLATS, PAGE 14, OAKLAND COUNTY RECORDS, AND LOTS 5 THROUGH 11, INCLUSIVE, "RURAL SUBDIVISION OF LOTS 5, 6, 7, 8, 9 AND 10 OF O.E. SHATTUCK SUBDIVISION" IN THE VILLAGE OF BIRMINGHAM, AS RECORDED IN LIBER 16 OF PLATS, PAGE 14, OAKLAND COUNTY RECORDS.

SAID LAND BEING MORE PARTICULARLY DESCRIBED AS:  
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17 OF "O. E. SHATTUCK SUBDIVISION"; THENCE ALONG THE SOUTH LINE OF SAID LOT 17, S86°48'15"W, 7.19 FEET TO THE WEST LINE OF ADAMS ROAD AND THE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID SOUTH LINE OF SAID LOT 17, S86°48'15"W, 166.31 FEET, SAID LINE ALSO BEING THE NORTH LINE OF AN 18' WIDE PUBLIC ALLEY TO THE SOUTHEAST CORNER OF LOT 11;  
THENCE ALONG THE SOUTH LINE OF LOT 11 OF "RURAL SUBDIVISION OF LOTS 5, 6, 7, 8, 9 AND 10 OF O.E. SHATTUCK SUBDIVISION", SAID LINE ALSO BEING THE NORTH LINE OF AN 18' WIDE PUBLIC ALLEY, S86°48'15"W, 132.00 FEET TO THE EAST LINE OF WORTH STREET (50 FOOT WIDE);  
THENCE ALONG SAID EAST LINE, N11°16'30"W, 307.10 FEET TO THE SOUTH LINE OF HAYNES AVENUE (60 FOOT WIDE), SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 5 OF "RURAL SUBDIVISION";  
THENCE ALONG SAID SOUTH LINE, N77°46'42"E, 198.00 FEET TO THE EAST LINE OF LOT 11 OF AFOREMENTIONED "O. E. SHATTUCK SUBDIVISION";  
THENCE ALONG SAID EAST LINE, S03°15'06"E, 103.14 FEET TO THE NORTH LINE OF LOT 14 OF SAID SUBDIVISION;  
THENCE ALONG SAID LINE, N86°48'15"E, 144.74 FEET TO THE WEST LINE OF ADAMS ROAD;  
THENCE ALONG SAID WEST LINE, S03°27'52"E, 231.97 FEET TO THE AFOREMENTIONED SOUTH LINE OF SAID LOT 17 AND THE POINT OF BEGINNING.  
CONTAINING 2.06 ACRES OF LAND, MORE OR LESS.



**PEA GROUP**  
t: 844.813.2949  
www.peagroup.com



**811** Know what's below. Call before you dig.

**CAUTION!!**  
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE OR OTHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

**SCHEDULE B EXCEPTIONS**

(Per Chicago Title Insurance Company, Commitment No. 631127970NBU, Dated 1-13-21, Revision No. 2)

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- a. Rights or claims of parties in possession not shown by the Public Records.  
b. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.  
c. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.  
d. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.  
e. Any and all oil, gas, mineral, mining rights and/or reservations thereof.  
f. Taxes or special assessments which are not shown as existing liens by the Public Records.
- Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document Recording No: Liber 2725, Page 284. [Not plottable. The 1951 agreement is over lands that includes the subject parcels.]
- Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
- Rights of the public to any portion of the Land lying within the bounds of any street, road, alley or highway. [As shown. East portion of Lots 14-17 occupied as Adams Road ROW.]
- Taxes and/or assessments which become a lien or become due and payable subsequent to the effective date herein.

**SCHEDULE B EXCEPTIONS**

(Per Liberty Title Agency, File No. LIB153701, Dated 4-16-21, Revision No. 1)

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
- Rights or Claims of parties in possession not shown by the public records.
- Easements or claims of easements not shown by the public records.
- Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
- Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
- Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
- Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
- All taxes, assessments, levies and charges which constitute liens or are due or payable including unredemmed tax sales.
- Rights of tenants under unrecorded leases as to: Abington Development, Inc.; Complete Title Services of Southeast Michigan LLC; Premier Processing LLC; Rock Harbor LLC and Woodward Pharma Services LLC
- Any loss or damage sustained by the insured resulting from any unpaid water or sewer bill.

**CLIENT**  
**FHS BIRMINGHAM, LLC**  
3400 E. LAFAYETTE  
DETROIT, MI 48207

**PROJECT TITLE**  
**PERENNIAL**  
PART OF SECTION 36, T.2N., R.10E,  
BIRMINGHAM, MI

**SURVEYOR'S NOTES:**

- The subject parcel has 120 total parking spaces, including 5 barrier free.
- Overhead lines cross through the subject parcel as noted.
- Building overhang extends off of the subject parcel as noted.
- Wall extends off of the subject parcel as noted.
- Adams Road appears to occupy a larger right of way width than what is graphically depicted in the "O.E. Shattuck" subdivision plat recorded in 1912. The right of way width of Adams Road is not specifically stated in that subdivision though. The property lines shown in the "O.E. Shattuck" subdivision plat recorded in 1912 which lies on the north side of Hanes Ave, opposite the subject parcel. Legal descriptions for parcels along Adams Road within the "Bowers" subdivision include an exception that establishes a variable width right of way similar to the right of way shown on this survey. An additional title search did not find a recorded right of way taking or release.

**CERTIFICATE OF SURVEY**

To: LIBERTY TITLE AGENCY  
CHICAGO TITLE INSURANCE COMPANY  
ARJA HAYNES, LLC  
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DETROIT  
FHS BIRMINGHAM, LLC  
770 ADAMS, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 7(a)(1)(c), 8, 9, 13 and 17 of Table A thereof. The field work was completed on September 1, 2021.

Kevin T. Roach, PS No. 47971 (kroach@peagroup.com)  
Agent for PEA Group

REVISIONS	
-REVISE PER ADDTL BOUNDARY	2/23/22

ORIGINAL ISSUE DATE:  
SEPTEMBER 29, 2021

**DRAWING TITLE**  
**ALTA/NSPS**  
**LAND TITLE**  
**SURVEY**

PEA JOB NO.	2021-0401
P.M.	JBT
D.N.	EH
SUR.	KTR

DRAWING NUMBER:

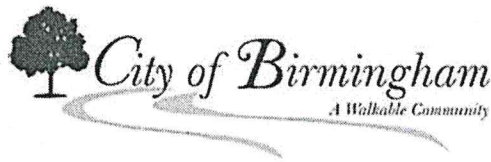
**ALTA**



# Adams Haynes Lot Merger







## Combination of Platted Lots Application

### Planning Division

*Form will not be processed until it is completely filled out.*

#### 1. Applicant

Name: FHS Birmingham, LLC  
Address: 3400 Lafayette  
Detroit, MI 48207  
Phone Number: (313) 567-7000  
Fax Number: (313) 567-5963  
Email address: Rod.Blake@soave.com

#### 2. Property Owner

Name: FHS Birmingham, LLC  
Address: 3400 Lafayette  
Detroit, MI 48207  
Phone Number: (313) 567-7000  
Fax Number: (313) 567-5963  
Email address: Rod.Blake@soave.com

#### 3. Applicant's Attorney/Contact Person

Name: Richard D. Rattner, Esq.  
Address: 380 N. Old Woodward Ave., Ste. 300  
Birmingham, MI 48009  
Phone Number: (248) 642-0333  
Fax Number: (248) 642-0856  
Email address: rdrr@wwrplaw.com

#### 4. Project Designer/Developer

Name: Christopher J. Longe, AIA  
Address: 124 Peabody Street  
Birmingham, MI 48009  
Phone Number: (248) 258-6940  
Fax Number: \_\_\_\_\_  
Email address: cjlonge@cjlongeaia.com

#### 5. Project Information

Address/Location of Property: 770 Adams and 1000 Haynes  
Sidwell #: \_\_\_\_\_  
Parcel #: 19-36-283-016 (Adams) 16-36-283-024 (Haynes)  
Current Zoning: MU-3 / MU-5

Legal Description: See attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 6. Required Attachments

- I. Two (2) copies of a *registered* land survey showing:
  - i. All existing and proposed platted lot lines;
  - ii. Legal descriptions of proposed lots;
  - iii. Locations of existing/surrounding structures for at least 500 ft. in all directions;
  - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked;

- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (*optional*);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

#### 7. Details of the Proposed Development (attach separate sheet if necessary)

New construction of a 5-story apartment building fronting Adams, Haynes and Worth Streets, adding 157 new multi-family units to the City.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(I), (We), the undersigned, do hereby request to combine lots of record in the City of Birmingham, Oakland County, Michigan.  
(I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

*FHS Birmingham L.L.C.*

Signature of Property Owner: *By: Christopher O. Corden*

Date: *6-20-22*

Print Name: *Christopher O. Corden*

Signature of Applicant: *FHS Birmingham L.L.C. Christopher O. Corden*

Date: *6-20-22*

Print Name: *Christopher O. Corden*

*Office Use Only*

Application#: \_\_\_\_\_ Date Received: \_\_\_\_\_ Fee: \_\_\_\_\_

Date of Approval: \_\_\_\_\_ Date of Denial: \_\_\_\_\_ Reviewed By: \_\_\_\_\_



## MEMORANDUM

Legal Department

**DATE:** August 15, 2022

**TO:** Thomas M. Markus, City Manager and City Commission

**FROM:** Mary M. Kucharek

**SUBJECT:** Request for Closed Session Under MCL § 15.268 Sec. 8(e) of the Open Meetings Act

---

### INTRODUCTION:

- This matter concerns pending litigations entitled *John Reinhart, et al v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG*.

### BACKGROUND:

- As the City Commission is aware, John Reinhart, Managing Partner of the 555 Building, has complained of the parking situation and changes to the SMART Bus route in connection with the Phase 3 Old Woodward Project. As a result, he is now claiming to be one (1) of three (3) plaintiffs alleging they are "handicapped," and as a result has filed suit in the U.S. District Court. I am requesting closed session on August 15, 2022, pursuant to MCL § 15.268 Sec. 8(e) to discuss pending litigation.

### LEGAL REVIEW:

- I am requesting closed session on August 15, 2022, pursuant to MCL § 15.268 Sec. 8(e) to discuss, one (1) pending litigation.

### FISCAL IMPACT:

- To be discussed in closed session.



ATTACHMENTS:

- Open Meetings Act (Excerpt) Act 267 of 1976, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(e).

SUGGESTED COMMISSION ACTION:

- Make a motion to meet in closed session to discuss pending litigation pursuant to MCL § 15.268 Sec. 8(e) of the Open Meetings Act regarding *John Reinhart, et al the v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG*.

and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

(2) A separate set of minutes shall be taken by the clerk or the designated secretary of the public body at the closed session. These minutes shall be retained by the clerk of the public body, are not available to the public, and shall only be disclosed if required by a civil action filed under section 10, 11, or 13. These minutes may be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the closed session was approved.

**History:** 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996.

#### **15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.**

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(i) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(i) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(ii) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.



### **NOTICE OF INTENTION TO APPOINT TO DESIGN REVIEW BOARD**

At the regular meeting of Monday, September 19, 2022 the Birmingham City Commission intends to appoint 2 Regular Members and 2 Alternate Members to the Design Review Board to serve a three-year term to expire September 25, 2025.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, September 14, 2022. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Design Review Board is to advise the City Commission in regard to the proper development of the City. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the City's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, City Planning Board, Historic District Commission and other City advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the City.

<b>Criteria/Qualifications of Open Position</b>	<b>Date Applications Due (by noon)</b>	<b>Date of Interview</b>
<ul style="list-style-type: none"><li>Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members shall be residents.</li></ul>	9/14/22	9/20/22

*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.*



## **NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT COMMISSION**

At the regular meeting of Monday, September 19, 2022 the Birmingham City Commission intends to appoint two regular members and two alternate members to the Historic District Commission to serve three-year terms to expire September 25, 2025.

Interested parties may submit an application available from the City Clerk's Office on or before noon on Wednesday, September 14, 2022. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the City with primary emphasis upon the City's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

<b>Criteria/Qualifications of Open Position</b>	<b>Date Applications Due (by noon)</b>	<b>Date of Interview</b>
<ul style="list-style-type: none"><li>• A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation</li><li>• Must be a resident</li></ul>	09/14/2022	09/19/2022

*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.*





## MEMORANDUM

Department of Public Services

**DATE:** August 10, 2022

**TO:** Thomas M. Markus, City Manager and City Commission

**FROM:** Lauren A. Wood, Director of Public Services

**SUBJECT:** 1923 Fairview Tree Removal – Staff Report

---

In 2021, Mr. Alan Walborn of 1923 Fairview contacted the City to discuss the removal of a damaged lead to a large tree which is located in the City's right-of-way, adjacent to the front lawn of his residence. The tree was evaluated prior to the City's involvement by private tree companies as Mr. Walborn was interested in saving what he believed was his tree, but turned out to be a City owned tree in the City's right-of-way.

There was much discussion in the fall of 2021 that this lead, at the minimum, would need to be removed. In following up with the tree evaluations and as part of the tree inventory process, the City began to review the damaged lead. The Department of Public Services (DPS) determined that it would be necessary, based upon the Tree Manual and Standards of Practice, to remove the entire tree because of the high probability of failure of this tree and for the overwhelming concerns to the safety and welfare of anyone located near this tree when it fails.

On February 18, 2022 the City met with the resident to discuss the tree removal process. Mr. Walborn, at that time, made it clear that he did not want the tree fully removed. As a result, he hired a number of arborists to evaluate the tree in an attempt to convince the City that it is best to save the tree by removing the damaged lead and evaluating the tree year by year. Even according to Mr. Walborn's own arborist, this tree remains with overall risk ratings of "high" with indications that failure is probable and that all agree that this tree is imminent to fail. While the City gave the homeowner permission and the opportunity to do his own assessments, the City also engaged the services of Davey Resource Group to independently study and offer their evaluations in order to make the correct decision regarding this silver maple tree.

Davey Resource Group evaluated the tree on June 22, 2022 and provided two (2) options. Their first option was removal of the entire tree. Their second option was to remove the south lead, which has advanced decay, and stated that removing this lead would create a very large wound that would likely lead to further decay of the entire tree, and further recommended that the tree

be inspected annually or every other year at an average cost of \$1,300.00 for an advanced assessment

As stated in Chapter II our Tree Manual and Standards of Practice, the City of Birmingham maintains approximately 25,000 trees on the public right-of-way. For the management of these public trees, the City uses a risk based system for determining when trees should be pruned, maintained or removed. Our methodology is established by the American National Standards Institute. A tree risk assessment methodology considers the likelihood of a tree or part of a tree to fail within a given time frame. Ultimately, the entire tree maintenance system is always concerned with health, safety and welfare with the prioritization of public safety at all times.

Birmingham's Tree Preservation Ordinance 118, Articles I – VIII sets forth the City's policies and ordinances regarding trees in the public right-of-way.

Chapter IV of the manual discusses Tree Removal Standards. Some of the justified reasons for removal of a public tree includes moderate, high or an extreme risk rating, significant mechanical damage or wounding, or signs of disease or pest infestation. As noted above, many of the tree assessments that were done on this silver maple tree demonstrates moderate, or high risk ratings and all demonstrate evidence of wounding. Finally, our consultant, Davey Resource Group, provided two options for us: Option 1: removal of the entire tree; or, Option 2: removal of a part of the tree with constant maintenance, which would not be in line with our policies or procedures in the City of Birmingham.

Chapter IV also states that even a low risk tree may also be assigned for removal if a significant infrastructure, conflict, or safety concern exists. The entire tree is in close proximity to not only the residence of 1923 Fairview, but in close proximity to people in front yards and people and cars parked on the street.

If we were to remove just the south lead, it compromises City resources and staff time to a tree which will imminently fail. The concern is because it is doomed to fail, when will it fail and at what cost to property, and most importantly human safety and life. In addition, removal of the south lead only will result in about one-third of the tree to be removed.

The DPS has been in constant communication with the homeowner. The homeowner remains unhappy about this decision, but unfortunately when we are dealing with safety issues, the City's policies, procedures and ordinance must take precedence. Therefore, the tree will be scheduled to be removed in the next couple of weeks, and the DPS remains steadfast in its decision, and is also supported by our Legal Department.

Just today, Nowak & Fraus performed a front easement survey at 1923 Fairview in order to confirm the street tree is in the City right-of-way. We will have the results of the certified Right-of-Way survey shortly.

We are not asking the City Commission to make a decision on this matter, but rather providing the City staff version of the events as we see them. Further, this remains an administrative decision as we intend to proceed with the removal of the subject tree.

The following attachments are provided for your reference. The Tree Manual and Standards of Practice, Basic Tree Risk Assessment by SavATree, Davey Resource Group Resistograph Test, and Beier Howlett Legal Opinion.

An aerial photograph of a city park. In the center, there is a large green lawn with a circular path. A fountain is visible in the lower left of the park area, and a statue stands in the center. Surrounding the park are various buildings, including a large multi-story brick building and a modern glass-fronted building. The background shows a residential neighborhood with houses and trees.

# Tree Manual and Standards of Practice

## City of Birmingham, Michigan

### **Prepared for:**

City of Birmingham  
851 South Eton  
Birmingham, Michigan 48009

### **Prepared by:**

Davey Resource Group, Inc.  
295 S. Water Street, Suite 300  
Kent, Ohio 44240



## ACKNOWLEDGMENTS

Birmingham is thankful for the grant funding they received from the Michigan Department of Natural Resources in cooperation with the U.S. Department of Agriculture Forest Service through its Urban and Community Forestry Program, the goal of which is to preserve, protect, expand, and improve Michigan's urban and community forestry resources.

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## INTRODUCTION

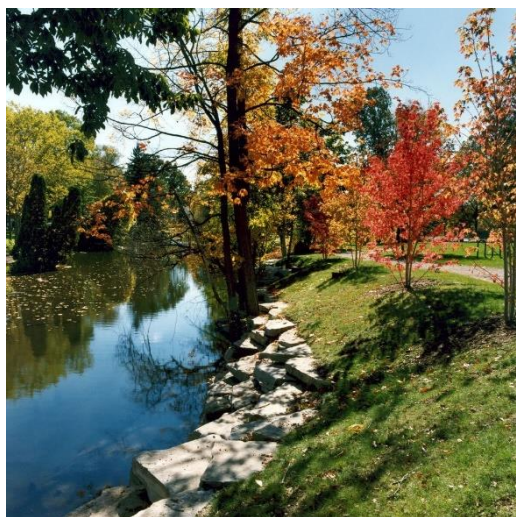
In 2020, Birmingham received a grant from the Michigan Department of Natural Resources and worked with Davey Resource Group, Inc., “DRG”, to develop this *Tree Manual and Standards of Practice*. The purpose of this tree manual is to provide information to the public and City staff that clarifies specific technical regulations, standards, and specifications necessary to implement the City ordinances related to trees. It also provides information about industry best practices and how they apply to Birmingham’s urban forest, so the community can achieve its management and preservation goals. Specifically, this manual addresses the following goals:

- Align City tree maintenance guidelines with community goals and priorities.
- Provide the City with valuable tools to help enforce City tree policies.
- Establish clear guidance in the requirements, practices, and enforcement of tree maintenance.
- Promote the valuable role trees play in your community.
- Ensure compliance with current industry-accepted best practices and standards.

To write this Public Tree Manual and Standards of Practice, DRG reviewed pertinent documents, conducted interviews with City staff and the Contracted Arborist, and collected information about industry best practices and solutions to municipal forestry problems.

## THE VALUE OF BIRMINGHAM’S URBAN FOREST

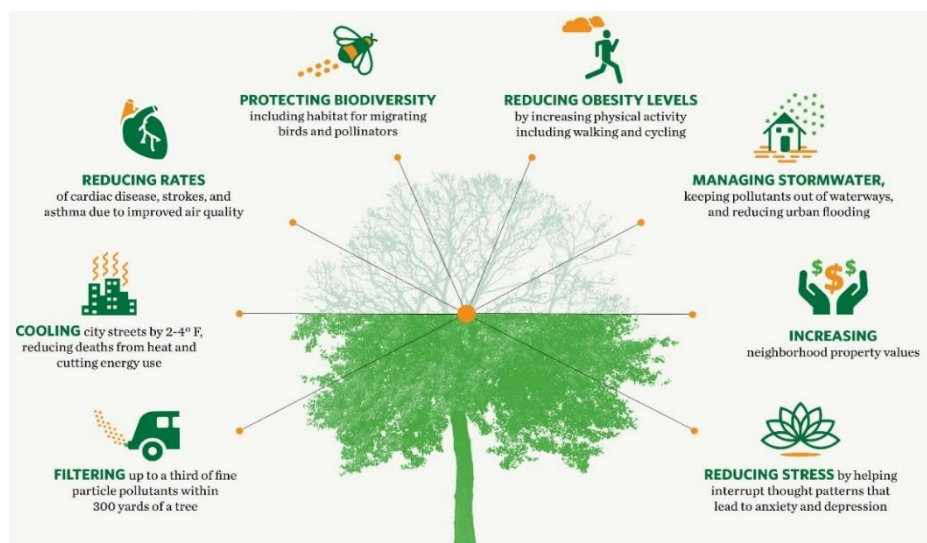
The tree canopy of Birmingham is viewed by residents as an important part of the character of the community, even in the heavily built-up districts and downtown areas. Birmingham has an aggressive urban forest management program and has been recognized by the State of Michigan and National Arbor Day Foundation as a Tree City USA for over 40 years, since 1978. The City of Birmingham recognizes its



community trees are a significant public infrastructure asset and is dedicated to the protection and expansion of this valued asset. Scientists and researchers have studied the effects of trees on human behavior, traffic patterns, crime rates, air quality, storm water runoff, and property values. Trees are demonstrably beneficial and positively affect human and public health. Trees intercept storm water, sequester carbon, provide clean air, and contribute numerous human health and aesthetic benefits to Birmingham’s residents. Trees also provide many economic benefits by reducing energy costs, increasing property values, and mitigating impacts on city infrastructure, such as reducing water entering storm water systems.

In 2012, Birmingham’s public trees along the public rights-of-way and in two golf courses were inventoried and calculated to be valued at approximately \$21,817,630.00 in benefits provided to the community. This

does not include the trees in Birmingham's parks, which provide additional benefits. The City expends time and resources to care for and promote tree health along streets, in parks, and in public properties throughout the community. For this reason, public trees—those trees located on the street right-of-way and on public properties—are deserving of protection and clear guidance on how, when, and by whom they should be planted, established, maintained, and removed. A management plan was written to provide recommendations for maintaining and planting trees to provide the highest return on investment. This manual reinforces those recommendations and builds on them.



**Figure 1. Benefits of Trees. Source: The Nature Conservancy**

## COMMUNITY GOALS

This manual was written with input from key City departments in Birmingham to understand the challenges the City faces and align community goals with respect to trees.



**Figure 2. Birmingham's overall municipal goals**

While the boundary of the City of Birmingham and neighborhood boundaries are not expanding, the community is in a state of growth. Birmingham is a desirable place for newcomers. Neighborhoods are under redevelopment and City streets are being rebuilt in the City Streets Improvement Program. It is understood that trees can present conflicts with existing infrastructure and new development by breaking up concrete, interfering with sewer lines, or simply being in places that conflict with plans for development. However, with careful planning and acknowledgement of the importance of trees to the community, the City can balance the demands of a developing community with the preservation of its highly valued trees. Birmingham is dedicated to both development and preservation of its valuable tree



resources and recognizes and addresses competing priorities. The City's Tree Preservation Ordinance and Zoning Ordinance help address these challenges and complement the City's tree management program for street and park trees.

In 2016, Birmingham's City Commission developed a set of 5 key goals for the community (Figure 2). These goals apply to all aspects of city management. The goals of the City urban forest management should be measurable and in line with these over-arching community goals. Table 1 outlines how Birmingham can address each goal when managing the urban forest.

**Table 1. Birmingham community goals applied to urban forest management**

Community Goals	Urban Forest Management
1. Provide sound leadership and responsible governance to maintain financial stability. <ol style="list-style-type: none"> <li>Continue to utilize public resources in an effective, efficient manner, adapting to current and future economic trends and conditions.</li> <li>Balance community needs and desires with available resources.</li> </ol>	<ul style="list-style-type: none"> <li>Trees provide economic benefits when they are properly cared for.</li> <li>Adequate funding for tree planting and maintenance provides the community with a higher return on investment.</li> <li>Follow best practices for urban forest management.</li> <li>Careful record keeping of tree work to ensure resources are used effectively.</li> <li>Clearly define roles urban forest management roles and process to maximize efficiencies.</li> </ul>
2. Be innovative and responsive in how services are provided to the community. <ol style="list-style-type: none"> <li>Seek new and collaborative approaches to improve the effectiveness and efficiency of competing community interests.</li> <li>Continue to provide the highest level of customer services in an economically sustainable manner.</li> </ol>	<ul style="list-style-type: none"> <li>Streamline process for requests and complaints from the public.</li> <li>Employ communication tools for transparency about best practices, tree health and maintenance needs, and prioritization of work.</li> <li>Consistent enforcement of tree policies.</li> </ul>
3. Support the vitality of both the residential and business communities that depend upon each other for success. <ol style="list-style-type: none"> <li>Continue to encourage and recognize citizen involvement for the common good.</li> <li>Support continued private investment throughout the City.</li> </ol>	<ul style="list-style-type: none"> <li>Tree-lined streets and greenspace contribute to the livability of a community.</li> <li>Healthy trees and landscaping increase property values.</li> </ul>
4. Cultivate a safe, healthy, and dynamic city. <ol style="list-style-type: none"> <li>Foster an innovative and inclusive environment that attracts all people to live, work, shop, and play.</li> <li>Maintain a vibrant and walkable community.</li> </ol>	<ul style="list-style-type: none"> <li>Trees and landscaped areas reduce crime rates and attract business and development to the neighborhoods and business districts.</li> <li>Trees slow traffic.</li> <li>Trees make communities more vibrant and walkable by cooling sidewalks and improved aesthetics.</li> </ul>
5. Continue to be proactive with infrastructure maintenance programs and reinvestment in cost-effective improvements to roads, sewers, water mains, parking, parks, and public facilities.	<ul style="list-style-type: none"> <li>Birmingham parks are essential to the physical and mental well-being of community members.</li> <li>Street trees are viewed essential infrastructure and should be prioritized as any other City infrastructure.</li> </ul>

## HOW TO USE THIS MANUAL

This manual is divided into six chapters, each covering a specific topic related to the care of Birmingham's urban forest. The purpose of the manual is to align community goals with best practices for urban forest management, as well as to inform the public about why the City of Birmingham follows certain procedures and policies.

**For the Public:** Members of the public in Birmingham can use this manual to gain information about how the City cares for trees and why certain policies and procedures are in place. It is recommended that members of the public start by reviewing the FAQ's section, as their questions may be easily answered.

**For Developers and Contractors:** Developers and private contractors can use this manual to better understand the policies in place in Birmingham that relate to construction and trees. It is recommended that developers use Chapter 5 (Tree Protection and Preservation) to learn more about the City's Tree Preservation Ordinance and Zoning Ordinance. Other sections should be referred to as they apply to specific construction projects. For example, when planting a tree as part of an approved Construction Site Plan, refer to the Chapter 1 (Tree Planting and Early Care) for tree planting best practices.

**For City Staff and City-Contracted Arborists and Forestry Professionals:** This manual provides key information about best practices for arboriculture and urban forestry. The information in this manual can be referenced and used to improve planting and maintenance practices. The manual will make it easier for the City to make consistent decisions and concisely communicate decisions and the reasons behind them to the public.

## FREQUENTLY ASKED QUESTIONS (FAQ'S)

The following are answers to common public inquiries about the management of public and private trees in Birmingham. Sections of the manual are referenced; it is recommended to review referenced sections for more information:

### What is a City (public) tree? Can I perform work on the City tree in front of my property?

**Public trees:** Trees on public property, including the street rights-of-way and parks, are managed by the City's Department of Public Services. All work on public trees must be done or approved by the City. To prune or plant a tree on public property, the property owner must obtain a permit (See Appendix C) and hire a Tree Service registered with the City Clerk.

**Private trees:** Trees on private property are the responsibility of the property owner. Tree planting, maintenance, and removals are at the discretion of the property owner. In specific situations, such as the discovery of diseased trees, property owners may be required by the City to take specific action on their public tree, such as removal or pruning. In addition, private trees within 25-feet of new development are considered in site plan reviews.

**Shared trees:** Some trees are considered shared ownership trees (typically located inside of the sidewalk and/or on the edge of the right-of-way). The City maintains these trees and all the rules and regulations pertaining to public trees still apply. However, the City may be more inclined to allow for shared ownership tree removals in certain situations.

## **What can I do if a City tree is interfering with my construction project (renovation, new building, new driveway approach, sidewalk installation, etc.)? Can I remove or trim the tree, or prune its roots?**

During construction and development, all work near public trees must go through the City's site plan review process before work can commence. Removal, pruning, and root pruning of public trees is strictly prohibited unless approved in a site plan or tree work permit. The City's Tree Preservation Ordinance outlines these policies and associated fines (See Chapter 5: Tree Protection and Preservation).

## **My City tree looks unhealthy or dead. Can I request a tree health inspection of my public tree?**

The City contracts a Certified Arborist to perform inspections on public trees. If you suspect a tree in the street right-of-way is sick, injured, dead, or dying, contact the Department of Public Services. The Contracted Arborist will inspect the tree and make a determination on necessary maintenance and will respond or leave a Courtesy Notice at the caller's property notifying what correct measures, if any, will be taken by the City (See Chapters 2 and 3 about public tree maintenance and pruning).

## **Why can't I decide how to prune my City tree? I do not like the way the City pruned my tree.**

Public trees are pruned routinely as part of the City's block trimming cycle, or when the tree presents a level of risk that requires pruning. The City prunes trees with the goals of minimizing risk to the public and keeping trees healthy to provide the maximum amount of tree benefits to the public. The City follows industry standards for pruning and, therefore, does not allow excessive or unnecessary pruning, topping of trees, or pruning strictly for aesthetics (See Chapters 2 and 3 about public tree maintenance and pruning).

## **My City tree is scheduled to be removed or pruned. Why hasn't the work been completed yet?**

If your City tree received a Low-Risk rating, it may take several months to be removed or pruned. When inspecting trees, the City performs a tree risk assessment in line with industry standards and assigns each tree a risk rating. The City then prioritizes all work based on risk rating. For the safety of the public, the City will perform work on all Extreme and High-Risk trees before addressing Low-Risk trees, as Low-Risk trees are unlikely to cause immediate, severe damage to the public (See Chapters 2 and 3 about public tree maintenance and pruning).

## **Why can't I remove my City tree and plant a new tree?**

Mature trees provide many more benefits than young trees. They provide more shade, filter more pollutants, absorb more storm water, and have a greater effect on reducing energy costs; the larger the tree, the more benefits it provides to the public. Additionally, tree planting is an investment. Young trees can require more maintenance, such as watering, staking, and structural pruning. For these reasons, the City does allow the replacement of existing trees unless the tree is dead or presents a risk to the public or the removal is part of an approved construction site plan.

## **How can I request a new tree planting for the right-of-way (lawn strip or tree bed) adjacent to my property?**

The City of Birmingham plants about 200 public trees each year. To request a new public tree, call the Department of Public Services at 248-530-1700. The City will send a staff member or

Contracted Arborist to inspect the location. Determination on suitable planting sites and species selection are at the discretion of the City.

### **Can I choose the tree species to be planted in the right-of-way in front of my property?**

Because the Department of Public Services has jurisdiction over public trees, the City chooses which tree species are planted at each site. The City's Contracted Arborist is knowledgeable about which tree is the appropriate choice for the site, following industry standards. While the public may have strong opinions about individual trees, species selections are made with many considerations in mind: site characteristics, species tolerances, overall diversity of the urban forest, future maintenance needs, pest and disease concerns, and nursery availability (See Chapter 1: Tree Planting and Early Care).

### **Can I decline a public tree planting?**

The City has the final determination is selecting sites and species for tree plantings on public property, including the street right-of-way adjacent to private property. Trees on public property provide the entire community with the many environmental, aesthetic, and economic benefits. In Birmingham, public trees are viewed as necessary infrastructure. Just as the placement of other community assets such as fire hydrants and streetlights cannot be refuted, tree placement is viewed as a public asset that cannot be refuted. For these reasons, the City retains the right to deny any request to refuse a public tree. Few exceptions can be made, such as for accessibility issues or legitimate infrastructure conflicts (See Chapter 1 for planting information and Chapter 4 for justified reasons for tree removals).

### **Why does the City have policies about trees?**

The urban forest is highly valued by community members in Birmingham. The social, economic, and environmental benefits of the City's urban trees amount to more than \$21 million. Trees reduce energy costs, filter the air, and reduce storm water runoff. They provide wildlife habitat and contribute greatly to the beauty and character of the City, even in its heavily built-up commercial areas.





## CHAPTER I.

# TREE PLANTING AND EARLY CARE

This chapter provide guidance to help ensure Birmingham's newly planted trees thrive by selecting the right tree, the right location, and following best practices for planting and early tree care. Trees are a long-term investment; they take many years to establish and grow. Tree survival, growth rates and long-term health are a direct result of the thought given to planting and tree care, particularly in the early years. Planting trees is necessary to increase canopy cover and to replace trees lost to natural mortality (expected to be 1% per year) and other threats (for example, invasive pests or impacts from events such as storms, wind, ice, snow, flooding, and drought). Planning for the replacement of existing trees and finding the best places to create new canopy is critical.

### Tree Planting in Birmingham

Sites for trees planted by the City are selected based on requests from the public and locations where trees were previously removed. Residents and developers can plant trees on public property through applications for Tree Planting Permits (Appendix C) or individual site plan review during construction projects (See Chapter 5: Tree Protection and Preservation).

### Contracted Tree Planting

The City of Birmingham hires a planting contractor to plant most trees in public parks and in the City right-of-way. The contractor places tree care notices at properties with newly planted City trees. The City provides the sites to the planting contractor. The contractor is responsible for contacting MISS DIG and procuring plant material. The specified tree stock is 3"- 3 ½" caliper, balled and burlapped. Tree species and locations for planting in public areas are selected by the City's Contracted Arborist and approved by the Director of Public Services—including all trees planted in parks and on the public right-of-way.

## TREE PLACEMENT

Choosing the right location for a new tree is critical to its long-term survival and maximizing the benefits it can provide to the entire community. It is more cost-effective to choose the right tree for a site than to modify the site after the tree has been planted or to have high maintenance costs because a poorly established tree is unhealthy.

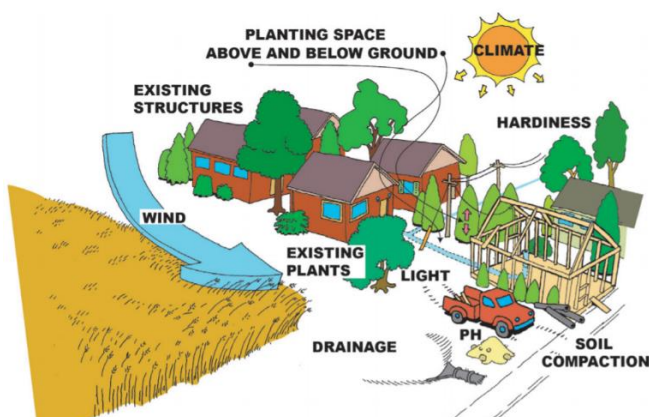


Figure 3. Site Conditions. Source: International Society of Arboriculture

### Species Requirements and Tolerances

Each tree species has unique site requirements and tolerances for urban conditions. Once a potential tree-planting site is selected, the species for the site should be carefully chosen to match the characteristics of the site. Some site conditions that should inform species selection include available soil

volume, available light, soil moisture, soil PH, construction activity and soil compaction, road salt, and sources of air or soil pollution or contamination. Refer to Appendix A for Recommended Tree Species.

### **Tree Spacing**

Trees planted on the street right-of-way should be centered between the curb and the sidewalk. Trees compete with other trees and vegetation for resources, such as light, water, and nutrients in the soil. Therefore, trees should be spaced an adequate distance from one another to minimize competition so each tree can thrive.

When determining tree spacing, it is important to consider the tree's size and shape once it reaches maturity, not its small size at planting time. Research the tree species before planting in order to visualize the tree's height and width at maturity and consider how much soil volume its roots will need to thrive.

- It is recommended that large statured trees should not be planted any closer than 30 to 40 feet from one another.
- Medium statured trees can be planted at least 25 feet apart.
- Small trees can be planted 20 feet apart.
- Permitted tree plantings and trees planted as part of a Construction Site Plan review should be spaced 40 feet apart when possible, as required by the Tree Preservation Ordinance and Zoning Ordinance (See Chapter 5: Tree Protection and Preservation for details). Exceptions based on species characteristics and design may be approved by the City.

### **Tree Placement around Utilities**

It is important to locate underground and overhead utilities before planting a tree. A tree may be damaged in the future if it interferes with overhead utilities and requires pruning. Conversely, roots may require pruning or sustain damage if an underground utility line requires servicing. It is unsafe to dig a hole for a new tree on top of underground utility lines.

#### **Underground Utilities**

Trees should be located at least 5 feet from underground water, gas, or electric lines. It is wise to site trees away from any other existing underground utilities to prevent future damage to the tree when utilities require servicing.

Call MISS DIG (811) at least three days before planting to have underground utilities or services marked. Adjust the final location of your tree as necessary to prevent impacts to overhead and underground utilities.

#### **Overhead Utilities**

Utility companies have jurisdiction over the right-of-way surrounding their overhead lines. This means that within a 10-foot radius of an overhead utility line, the respective utility company may prune the tree if it conflicts with the line. This pruning is done with the goal of minimizing interference with the line and may not take industry standards for pruning and long-term tree health into consideration. For this reason, it is crucial that large statured trees are not planted near overhead utility lines.

It is suggested that no tree species that grows to a height of 30 feet or greater at maturity should be planted beneath or within 15 feet on either side of existing overhead power lines. This guideline applies to primary, secondary, and distribution lines.

### **Tree Placement around Infrastructure and Buildings**

Trees in urban areas are a necessary component of City infrastructure, just like stop signs and sidewalks, and should be treated as such. Careful planning of tree planting locations will ensure trees do not interfere with other City infrastructure or buildings. A tree planted in the right location can thrive and will not impede safety or become a financial burden by causing preventable damages that prompt repair.

The following are general spacing requirements and guidelines around existing infrastructure and buildings. Exceptions can be made for unique conditions. Refer to Appendix A for Recommended Tree Species.

### **Tree Spacing Guidelines around City Infrastructure and Buildings**

- Minimum distance from a stop sign should be 30 feet.
- Minimum distance from other traffic signs, such as “School Crossing” and “Stop Sign Ahead”, should be 25 feet.
- Minimum distance from a streetlight should be 25 feet.
- Minimum distance from a gas or water line should be 5 feet to the root flare.
- Minimum distance from a driveway or crosswalk should be 6 feet to the root flare.
- Minimum distance from the corner of a street intersection should be 35 feet.
- Tree width at maturity must be considered when planting trees near buildings. Large statured tree species that grow to a width of 30 to 40 feet at maturity should not be planted in narrow sites (within 10 to 20 feet of a building). Small or medium statured tree species or columnar varieties should be used in these tight spaces.
- Carefully consider clearance needs before selecting a tree species. Wide statured tree species with prominent excurrent form (branches that grow horizontally from the trunk) may be inappropriate for streets with heavy truck or bus traffic.

## **TIMING OF PLANTING**

Trees can become overly stressed during planting. They are removed from their ideal growing conditions in the nursery and placed in an environment with challenging urban conditions, such as soil compaction, air pollution, and road salt. It may take several years for a tree to recover from transplant shock and become established and healthy. To help minimize this stress, trees should be planted while they are dormant. When dormant, trees can allocate resources to root development rather than canopy growth and begin establishment in their new soil environment.

Trees should be planted in the dormant season, before bud break or after leaf drop. Due to cool temperatures and moisture, early spring or late fall are ideal planting windows. However, provided additional water and care, trees can also be planted anytime during the growing season.

A resident planting a permitted tree within the City right-of-way or other public area should be sure to request a tree permit well in advance of their planting (See Appendix C). A developer planting a tree as part of a site plan review should start the permit process well in advance to be sure planting can be done prior to final site plan approval by the City (See Chapter 5: Tree Protection and Preservation).

## SPECIES SELECTION

### Diversity Goals

Diversity of tree species is critical to the long-term health and economic management of the urban forest. Having a diverse mix of trees in a community provides an aesthetic appeal. People commonly perceive a row of similar-looking trees as aesthetically appealing, but a range of species can be more interesting to look at, as they provide variety in structure, flowering time, and fall color, and provide habitat to different types of wildlife. If desired, communities can maintain some uniformity and still meet diversity goals by planting different species that have similarities in form, leaf shape, or other characteristics.

Monocultures, or urban forests with an abundance of one or just a few species, can result in detrimental losses of trees in a short period of time, putting strains on cities' financial and other resources. Urban forestry professionals have seen the devastating effects of monocultural plantings when Dutch elm disease destroyed populations of urban elm trees. In recent years, emerald ash borer has wiped out huge populations of ash trees in urban communities; many of these trees were planted to replace the lost elms. Birmingham's 2012 management plan emphasizes the important goal of diversifying the City's urban forest and highlights key pests. We cannot predict which tree species will be the host of future destructive forest pests and diseases, so the City's best defense is to encourage a wide palette of tree species, genera, and families. Refer to Appendix A for Recommended Tree Species.

### 10-20-30 Diversity Rule

Many urban forestry practitioners aim to follow the 10-20-30 rule. This means in any given area—city or neighborhood—any one species should make up no more than 10% of the tree population; any one genus should make up no more than 20% of the tree population; and any one family should make up no more than 30% of the tree population. A wide variety of tree species may help to limit the impacts from physical events, such as strong storms, wind, ice, flooding, and drought, as different species react differently to stress.

For example, the species swamp white oak, known as *Quercus bicolor*, should make up no more than 10% of Birmingham's tree population. The genus *Quercus* includes all oak species; oak should make up no more than 20% of the tree population. *Quercus bicolor* is part of the Fagaceae (beech) family that includes oak, beech, and hornbeam. These species should collectively make up no more than 30% of the tree population.



## Recommended Tree Species

A list of recommended tree species is in Appendix A. This list includes tree species known to do well in Birmingham's urban environment as well as trees hardy to the region with known urban tolerance. It is important to note that this list is not exhaustive, and a vast number of trees may be suitable for public or private spaces. The Department of Public Services manages this list and updates it accordingly.

## Native Species

The City of Birmingham encourages the planting of native over non-native species whenever possible. Native species are well-adapted to Michigan's climate conditions and native pests, provide wildlife habitat, and are less likely to encroach and take over a site. Refer to Appendix A for recommended native tree species.

## Prohibited Tree Species

A list of common prohibited plant species is in Appendix B. These trees and plants are not allowed to be planted in public areas or on private property due to their invasive nature, susceptibility to disease or insects, undesirable structure or form, aggressive root systems, or other challenging characteristics. The Department of Public Services and the Contracted Arborist maintain the list of all Prohibited Species.

# TREE PROCUREMENT AND TREE STOCK REQUIREMENTS

All trees planted on public property or as part of a site plan requirement shall meet or exceed American Standards for Nursery Stock (ANSI Z60.1-2004) at the time of planting. Be sure to inspect the tree root system before planting. Look for common problems such as girdling roots, buried root collars, J-rooting, inadequate moisture, or small root systems. During transport, be sure to protect both the tree's crown and root system from wind damage. Cover trees in an open bed or trailer with a tarp to reduce wind damage. Ensure the root ball remains moist, but ensure trees are not in transport for an excessive amount of time, as moisture may cause disease, fungal infections, or decay.

## Types of Tree Stock

There are three common types of tree stock sold in the nursery industry (See Figure 5). The focus of this manual is on balled-and-burlapped trees, since the City of Birmingham usually plants this type.

1. **Balled-and-burlapped** trees are delivered with soil surrounding the entire root system, referred to as the root ball. Balled-and-burlapped trees are slower to dry out than bare-root trees, as the roots are inside a soil ball. However, burlap may cover dead or poorly pruned roots and should be inspected before planting. The type of soil surrounding the roots should not be too different from the soil on the site or the tree roots may not extend sufficiently into the surrounding soil from the



**Figure 4. Tight branching and included bark can lead to future problems, such as splitting. Source: International Society of Arboriculture**

root ball. In such a case, the backfill soil should be amended to provide a transition between the two types of soil.

2. **Bare-root** trees are delivered bare, without soil attached to the roots. They are the least expensive and allows roots to be in contact with the native soil. However, care must be taken to keep the roots protected and moist before planting, as the fine roots can dry rapidly.
3. **Container** trees are delivered in a container, usually the container in which they were grown. These trees have an undisturbed root system and can be planted with the intact root system. If the tree has been in the container for too long, however, the tree may be pot-bound with the roots encircling the inside perimeter of the pot. The roots should be sliced or partially separated to improve the ability of the tree to extend its roots into the surrounding soil.

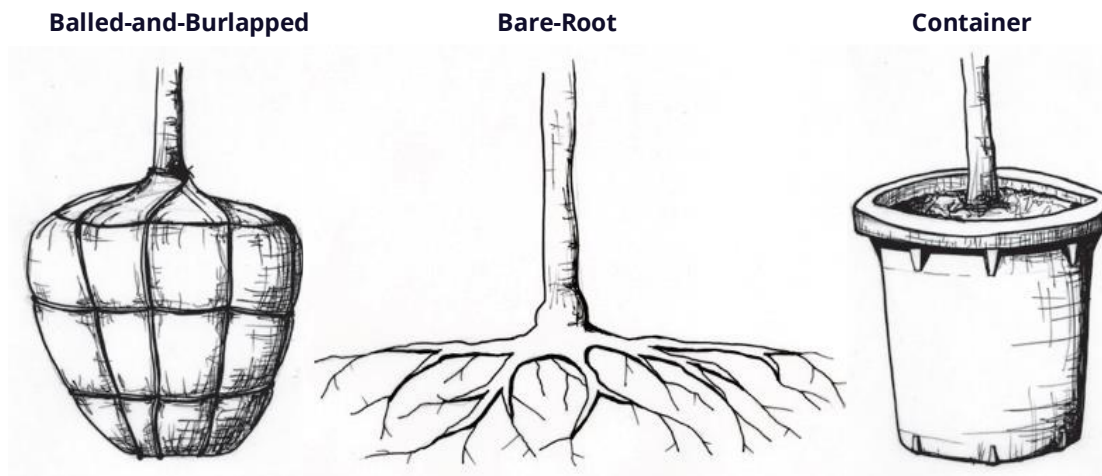


Figure 5. Types of Tree Stock. Source: USDA Forest Service.

### Characteristics of Quality Tree Stock

- Trees with a good quality root system
- Trees should not be buried deep in root ball or container—the deeper the tree, the smaller the functional root system.
- Ideally, the root flare is visible upon delivery or only a couple inches below to soil surface.
- Trees should have no circling or girdling roots.
- Container trees should not be pot-bound. If the tree has been in the container too long, an excessive amount of root mass will need to be cut to mitigate circling roots, which can impede the tree's ability to get established.
- The tree's root system should surround the tree on all sides; no J-rooting.
- A straight trunk without wounds
- A single, central leader or stem (except in the case of small, ornamental trees as approved by the Director of Public Services).

- A full, well-balanced crown.
- Branches should be spaced several inches apart, not spaced so tightly that ideal branch spacing (approximately 18-inches) cannot be achieved through pruning once the tree is established.
- Branches should have wide angles of attachment, ideally 45 degrees or greater. Tight branch unions make weak crotches that will likely split when the branches grow larger.
- Tree should be free from any sign of pests, diseases, or decay. Note, presence of lichen and moss should not affect the health of the tree.
- Tree has good leaf color; leaves are not chlorotic (discolored) and are free of signs of pests and diseases.

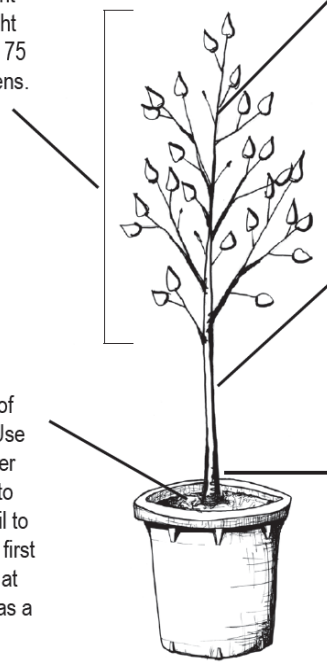
Crown height should be at least 60 percent of the total tree height for deciduous trees, 75 percent for evergreens.

There should not be more than 4 inches of soil over the roots. Use a metal kabob skewer or other heavy wire to push through the soil to find the depth to the first roots (roots that are at least as big around as a pencil).

One central leader is ideal. If not present, make sure that it can easily be pruned to one leader.

The bark should be free of scrapes or cracks (remove trunk wrap to check underneath).

The trunk should be centered in the soil and should not move independently of the root ball.



**Figure 6. Selecting Quality Tree Stock. Source: USDA Forest Service.**

## Finding the Right Nursery

Many tree or partial tree failures are a result of poor-quality stock. These issues often occur underground and go unnoticed for years, leaving urban forestry practitioners and property owners wondering what could have been done to prevent the failure. Even with the right care and maintenance, trees with root problems arising in the nursery have a reduced chance for long-term survival. It is important to address these concerns at the source.

Many trees in the nursery do not meet industry standards for planting. It is recommended to continuously assess the quality of trees received from nursery sources and track any consistent issues. When consistent issues arise, they should be addressed with the source nursery. Some nurseries provide warranties for stock. If a nursery does not meet industry standards, it is time to explore new tree sources to protect the long-term health and safety of Birmingham's trees and community members.

## SOILS

Trees in forests have ideal conditions for growing. Forest soils provide adequate nutrients to the tree's roots as leaf litter and wood debris decompose on the forest floor. Fungal and animal organisms contribute to this nutrient cycling and help make water and nutrients available to tree roots. Trees in forests have adequate space for the roots to grow, often well beyond the dripline of the tree.

Trees in urban areas are typically growing in harsh, less than ideal conditions. Urban soils can be heavily compacted, contaminated with chemicals or construction debris, or saline due to heavy use of road salt. Trees are often planted in urban sites do not that offer enough space for roots to properly anchor the tree or seek out sufficient water and nutrients.

### **Soil Volume**

Consider the mature size of a tree species when matching it with a planting location and size of tree bed. Tree roots are not a mirror image of the tree canopy; they often grow farther from the tree trunk than the dripline. Tree roots grow shallow in the soil for easy access to oxygen, water, and nutrients; often, most of the tree's root system grows in the top 18 inches of soil. The recommended minimum planting space width allowed for tree planting is approximately 4 feet wide whenever possible. The following guidelines will help minimize damage to sidewalks, sewer lines, and other features, and will ensure the tree has adequate space to thrive into maturity.

#### **Minimum recommended tree bed size for:**

- Small trees: 4 to 5 feet wide
- Medium trees: 6 to 7 feet wide
- Large trees: 8 feet wide

### **Mulch**

One of the best things you can do for a tree is supply it with mulch. Mulch provides many benefits to the tree, including supplying nutrients, retaining moisture in the rooting area, and insulating the tree roots in winter. Mulch should be placed around the tree in a donut shape, with a space 1-3 inches left mulch free around the trunk. Placing mulch up against the trunk of the tree creates a moist environment that can lead to fungal infections and decay.

### **Soil Amendments**

Ideal soils for tree planting have about 10% organic matter. Organic matter in urban soils helps mitigate the common problem of severely compacted soils by adding pore space to the soil structure; pore space, or tiny pockets of air in the soil, allows tree roots to penetrate the soil to seek out water, nutrients, and oxygen.

Regular soil tests should be completed to test the nutrient levels and organic matter content in soils. Urban soils can be amended during planting time, and even once the tree is mature. Compost is a common soil amendment and can be mixed in very small quantities with the soil in and around the planting space.

### **Fertilizer**

Overuse of fertilizers can be very harmful to trees. "Fertilizer burn" can toxify tree roots or overstimulate canopy growth, diverting nutrients away from root establishment. Trees generally do not require fertilization. Fertilization should only be performed following a soil or tissue test to confirm that one or more nutrients are limited. Following the soil test, only fertilization that targets the limiting nutrient should



be performed. Fertilization should be performed by a qualified professional, to ensure a tree is receiving the right mix of nutrients, applied in the right manner, and to prevent unnecessary environmental impacts.

### Engineered Soils

Birmingham installs engineered soils during large planting projects to combat severe soil compaction that restricts root growth. Engineered soils have larger particle sizes and larger pore spaces that prevent future compaction, allow for water movement through the soil, and give the roots room to grow.

### Pervious Pavement

Trees growing in heavily built-up areas are often surrounded by concrete or asphalt, also known as impervious surfaces. During a rain event these trees receive very little water since there is minimal soil surface area for water to infiltrate. Most of the rain runs off, entering the street or storm sewer, and never reaches the tree's roots. It is recommended to use pervious pavement or pavers around tree beds in heavily built-up areas to help alleviate this issue.

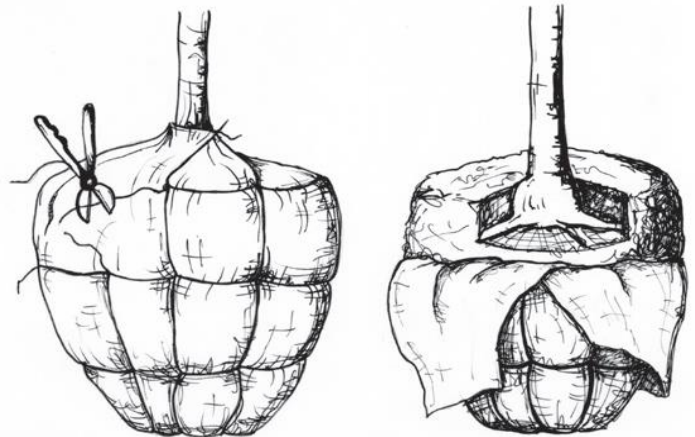
## PLANTING STANDARDS

The City of Birmingham encourages adherence to proper tree planting protocols. Tree planting should be performed and specified according to ANSI A300 Part 6 Standards.

### Tree Planting Steps

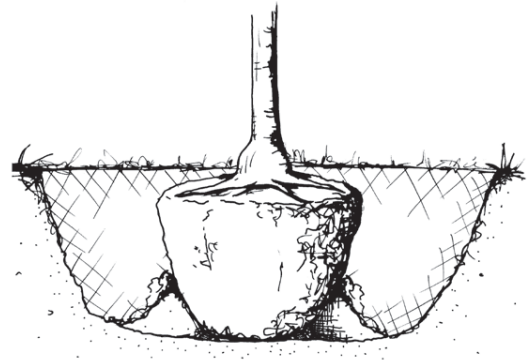
For planting trees on public property and as requirement for construction site plans, the City requires the following planting steps are carefully followed:

1. **Prepare the site and soil for tree planting**, on a site-by-site basis. In heavily built-up areas, engineered soils, soil amendments, and/or pervious pavement is encouraged.
2. **Identify the root flare.** The root flare is where the roots spread at the base of the tree. The root flare is located where the first major root extends horizontally from the tree's trunk. When trees arrive from the nursery, the root flares may be buried under several inches of soil. If the flare is not visible, remove some soil from the top of the root ball or planting container to find it (Figure 7). The tree must be planted so the tree's root flare is at grade.

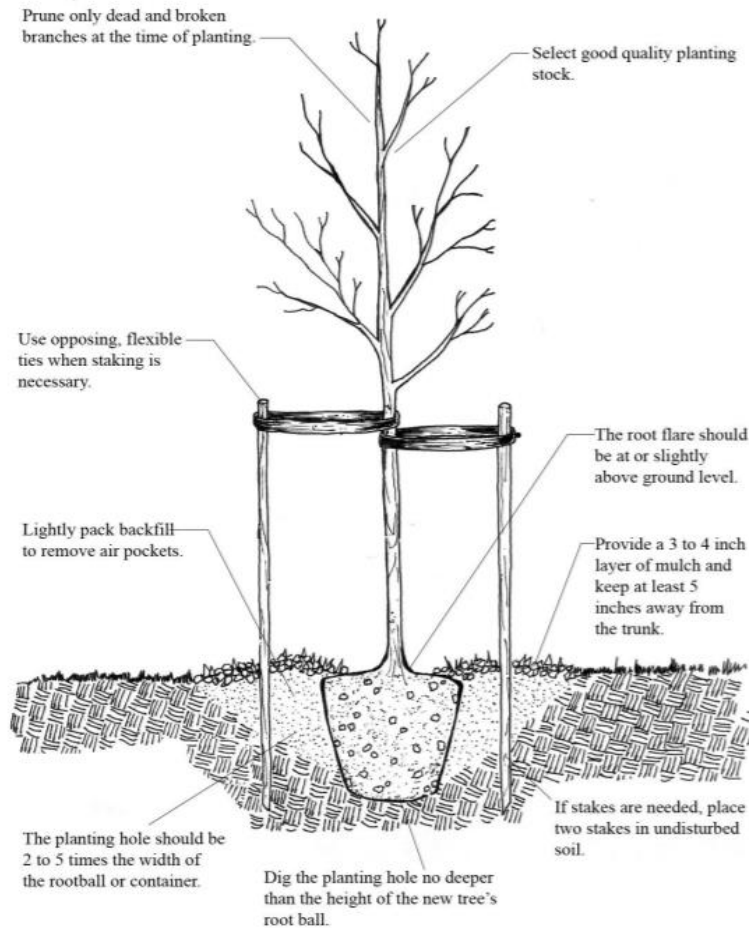


**Figure 7. Find the root flare. It may be buried under several inches of soil. Source: USDA Forest Service.**

3. **Dig a shallow, broad planting hole.** A planting hole should only be as deep as necessary to ensure the tree's root flare is planted at grade. The hole should be as much as two to three times the diameter of the root ball (Figure 8). The purpose of making the hole wider is to loosen the soil around the tree, to decompact the soil to promote root growth.
4. **Prepare the tree for planting.** Any ties in the tree's canopy should be removed prior to planting. These may be difficult to reach once the tree is planted. Container trees should be removed from the container at this time. Inspect the roots for any girdling or circling roots. Cut any roots growing in a circular direction (tree roots will not uncoil or change direction on their own once planted). Broken, dead, damaged, or crossing branches may be pruned at the time of planting. Otherwise, the City of Birmingham does not recommend pruning newly planted trees until after the second growing season. Removal of too many live limbs during planting time will stress the tree and prevent its roots from being firmly established.
5. **Place the tree in the hole.** Before placing the tree in the hole, check the depth to ensure the tree's root flare will be at grade. Place the tree in the hole and check depth again. If necessary, remove the tree from the hole, or shift the tree, and add or remove soil to ensure the root flare is at the proper depth. Always lift the tree from its root ball and not the trunk to prevent straining the trunk. It is better to plant a tree 1 or 2 inches too high than too deep.
6. **Straighten the tree in the hole.** Check that the tree's trunk is straight and centered in the planting hole. Walk 360 degrees around the tree to make sure it is straight from every angle. If the tree trunk has a bend in it, the tree should be positioned so the base is straight, and the top will likely straighten over time as it grows.
7. **Fill the hole.** If the tree is wrapped with burlap or wire, cut and remove as much burlap and wire as possible. As a general rule, the top 2/3 of the burlap and wire basket should be removed. Backfill the hole 6 inches at a time. With each 6-inch layer, gently, but firmly tamp the soil with your hands or feet to slightly compress the soil. Do not stomp or jump on the backfilled soil. Add soil until the hole reaches grade. Do not add excess soil to the newly planted tree. Old roots, rocks, concrete, and other debris should be disposed of properly.
8. **Water the tree.** When the hole is filled, apply enough water to moisten the entire planting hole and tree's root system. The installer may need to wait for water to permeate into the soil before adding more water. As a general rule, give the tree approximately 20 gallons of water after planting.



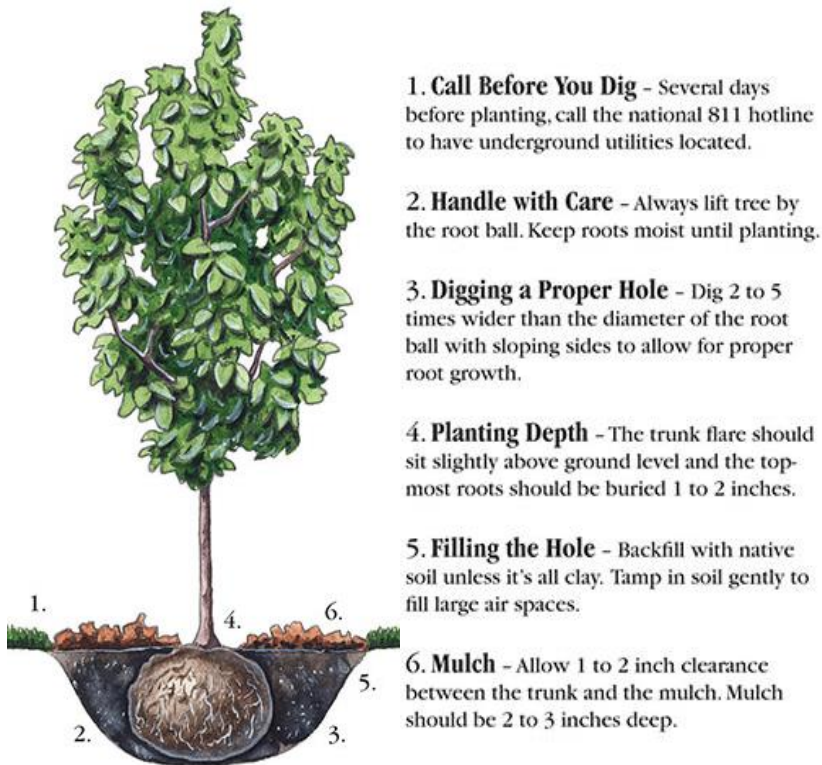
**Figure 8. Dig a hole the depth of the root ball and two to three times wider than the root ball.**  
Source: USDA Forest Service.



**Figure 9. Tree planting specifications. Source: Racine Wisconsin Tree Manual and Standards of Practice**

9. **Stake the tree only when necessary.** Trees should only be staked if staking is necessary for the tree to remain upright, such as windy sites. Research has shown that trees establish more quickly and develop stronger root systems and trunks without stakes. If the installer decides to stake the tree, two or three stakes are recommended: place stakes on opposite sides of the tree. A fabric tie, or any tie with a smooth, flat surface, should be used to carefully attach the tree to the stake; do not use wire or wire covered with hose or tubing, as they may wound the tree's bark. Stakes should be regularly inspected to ensure trees are not being damaged. Stakes should be removed after one year to avoid damage and to allow the tree to sway, which promotes a stronger tree trunk. Note that bare-root trees almost always require staking at planting time.
10. **Mulch the tree.** Mulching a newly planted tree is just as important as other planting steps to ensure your tree gets established and thrives in its new environment. Mulch provides nutrients to the tree's roots; mulch holds moisture and slowly releases it to the roots after a watering or rain event; mulch insulates the tree roots in winter. Mulch can help suppress growth of weeds and limits the competition between trees and turf or other plants. Additionally, mulch can be very useful in preventing damage to the tree's trunk from lawnmowers or string trimmers. Place mulch 2 to 4 inches deep around your planting area but be careful to keep mulch 1 to 3 inches away from

the base of the tree. The mulch should be a donut shape around the tree. If mulch is placed against the tree's root collar, the excess moisture can cause damage or decay at the tree's base. Mulch can decompose quickly, often within one growing season. Mulch levels should be maintained by reapplying mulch when necessary for at least the first two growing seasons, and ideally for the tree's lifetime.



**Figure 11. Six things you should know when planting a tree. Source: Arbor Day Foundation**



**Figure 10. Mulch reduces lawnmower damage, which can cause long-term issues**

- 11. Water the tree for at least two entire growing seasons.** Newly planted trees should receive water weekly during the first two growing seasons. When watering, ensure water penetrates deep into the tree's root system. Trees are better off with a slow, deep soak than a quick single watering event. Watering bags, a slow trickle from a hose, or slowly poured buckets of water will help water better penetrate the soil. Keep the soil moist, but not soaked. Allow the soil to dry completely between watering events to encourage root growth, but do not allow it to stay dry.

### Watering Bags

The City places water bags around the base of many newly planted trees on City properties and has a contractor fill these bags. The City encourages residents to acquire bags and fill them regularly during the growing season. Watering bags are commercially produced plastic bags that come in various sizes and are placed around the base of the tree. Slow, deep waterings are better for tree root establishment and growth than quick, heavy waterings. Watering bags are useful because they release water very slowly through small holes at the base of the bag. They can also serve as a reminder to tree owners or residents to water their trees; when they see the tree bag, they remember young trees need extra care and water to get established. However, the presence of a tree bag can sometimes discourage watering. The tree owner



or resident may assume the tree is receiving enough water simply because the bag is there and forget the bag needs to be refilled. Additionally, watering bags can be very problematic if they are not removed periodically, as moisture and trash may accumulate at the base of the tree. Watering bags are helpful if the following steps are taken:

1. Prioritize using watering bags on newly planted trees during their first two to three growing seasons, or on trees that face harsh conditions, such as following construction activities.
2. Place watering bags around trees at the start of each growing season (Spring) and remove them for the season at the end of the growing season (Fall).
3. Completely fill the watering bag at least once a week (recommended 2-3 times during the heat of summer/heavy drought).
4. It is possible to overwater trees. It is recommended to allow the soil around the tree to fully dry between watering events; the best time to water a tree is right after the soil has been allowed to fully dry. In periods of heavy rainfall, filling the watering bag may be unnecessary.

### **Pruning Newly Planted Trees**

A newly planted tree suffers transplant shock during and following planting. In the dormant and growing seasons following planting, the tree will allocate much of its resources to root establishment as it acclimates to its new environment. To account for this stress and allow for root establishment, trees should be pruned as little as possible at the time of planting.

- At planting time, only prune broken, dead, dying, diseased, crossing, and codominant branches. Remove as few live branches as possible.
- After the tree is established (approximately two growing seasons), it is recommended to start pruning the tree for ideal structure. At this time, the tree should be pruned each dormant season to train the tree to its ideal form. Follow the recommendations outlined in the Young Tree Pruning section (See Chapter 3: Tree Pruning Standards).

### **Protect Young Trees from Deer and Frost Damage**

Newly planted trees are particularly susceptible to damage from deer and other animals. Deer may rub their antlers on newly planted trees, and small mammals may chew on the bark in winter months when live vegetation is scarce. Trees have thinner bark when they are young that can be damaged from repeated freezing and thawing. There are many commercially available tree guards and wraps to minimize this damage. It is recommended to use these guards or wraps where stem damage is expected to be an issue. It is important to remove the tree protection during each growing season. Leaving tree protection on the tree trunk for too long can cause girdling, which may injure or kill the tree. It can also cause excess moisture on the tree trunk, which may lead to fungal infections and decay. The Department of Public Services or their Contracted Arborist places deer protection around newly planted trees and removes the guards when appropriate.

## CHAPTER II.

# PUBLIC TREE MAINTENANCE: A RISK-BASED APPROACH

The City of Birmingham maintains approximately 25,000 trees on the public right-of-way, as well as the trees in Birmingham's parks and golf courses. For the management of these public trees, the Forestry Division and Contracted Arborist employ a risk-based system for determining when trees require pruning, removal, or other maintenance. This methodology is established by the American National Standards Institute A300 committee and promoted by the International Society of Arboriculture. This tree risk assessment methodology considers the likelihood of a tree or part of a tree to fail within a given timeframe, the potential for that tree or part of that tree to impact a target, and the consequences of impact to that target. Ultimately, the outcome of an assessment is a risk level of low, moderate, high, or extreme. The Department of Public Services or its designee applies this methodology to tree inspections and the City's tree maintenance program when making decisions on individual trees and prioritizing maintenance activities across Birmingham.

## TREE CONDITION

A tree's condition is based on an assessment of the health and integrity of an individual tree's root system, trunk, branches, twigs, crown, and foliage or buds. Certified Arborists often use a percentage scale to evaluate and communicate tree condition. Assigning a tree condition is useful for monitoring tree health changes over time and communicating tree health information through the Department of Public Services to the public. Condition ratings are most effective when used in conjunction with tree risk assessments; risk ratings provide a more objective, consistent rating and better inform the prioritization and immediacy of tree work to promote public safety.

Condition Rating	Percentage Healthy Tree	
Excellent	80–100%	Tree is of specimen quality.
Good	60–80%	Tree is of expected health and form.
Fair	40–60%	Tree may have minor issues or defects.
Poor	20–40%	In decline, may recover with cultural practices.
Critical	0–20%	Tree will not recover from observed decline.
Dead	0%	No living tissue is observed.

## TREE RISK ASSESSMENTS

The City of Birmingham may perform a Tree Risk Assessment during inspections of public trees. All trees present some level of risk. Assessing tree risks according to industry standards provides an objective way to prioritize tree work and ensure safety to the public. Trees are rated, according to industry standards, as Low, Moderate, High, or Extreme Risk. Low-risk trees typically do not require any maintenance beyond routine pruning. Moderate and High-risk trees are prescribed maintenance activities—typically pruning or removal—to mitigate the risk to the public. Extreme-risk trees are the highest priority and are immediately addressed through tree removal or pruning.

### Tree Risk Assessment Steps

1. Identify the tree defect. The defect may be in the roots, stem, or branches. Common defects include: Decay, cavities, fissures or stress fractures, codominance, tight branching or included bark, dead wood, hanging limbs or a split tree.
2. Identify potential targets if tree or part of tree fails.
3. Identify Likelihood of tree or partial tree failure within a given timeframe, typically 1 year (Likelihood of Failure).
4. Identify Likelihood of impacting the target if failure occurs (Likelihood of Impact).
5. Determine severity of impact on target if failure occurs (Consequences of Failure).
6. Assign Risk Rating based on the following Tree Risk Assessment Matrices.
7. Select appropriate action to mitigate risk.
8. Work is prioritized based on Risk Rating.



**Figure 12. Split tree. Source: International Society of Arboriculture**

*Matrix 1. Likelihood matrix.*

Likelihood of Failure	Likelihood of Impact			
	Very low	Low	Medium	High
<b>Imminent</b>	Unlikely	Somewhat likely	Likely	Very likely
<b>Probable</b>	Unlikely	Unlikely	Somewhat likely	Likely
<b>Possible</b>	Unlikely	Unlikely	Unlikely	Somewhat likely
<b>Improbable</b>	Unlikely	Unlikely	Unlikely	Unlikely

*Matrix 2. Risk rating matrix.*

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
<b>Very likely</b>	Low	Moderate	High	Extreme
<b>Likely</b>	Low	Moderate	High	High
<b>Somewhat likely</b>	Low	Low	Moderate	Moderate
<b>Unlikely</b>	Low	Low	Low	Low

**Figure 13. Risk Rating Matrices. Source: International Society of Arboriculture**

### **Recommendations for Reducing Tree Risk**

- Trees should be planted in appropriate locations to avoid the need for excessive or improper pruning when the tree reaches its mature size. Follow the tree placement standards outlined in Chapter 1: Tree Planting and Early Care.
- Avoid planting trees with poor branching habits and dysfunction root systems (See Chapter 1: Tree Planting and Early Care for information about choosing tree stock).
- Brittle tree species should generally be avoided; they should be avoiding entirely in moderate to high occupancy areas. Refer to Appendix B for Prohibited Species.
- Trees should be pruned more heavily when young to correct or prevent structural defects that could lead to failure (See Chapter 3: Tree Pruning Standards).
- All mature trees should be pruned when needed as part of the seven-year cycle to correct defects that could lead to decay. Pruning best practices should be followed (See Chapter 3: Tree Pruning Standards).
- Water trees during dry periods to prevent unnecessary stress, especially newly planted trees.
- Follow the Tree Preservation Ordinance standards for tree protection to avoid construction damage (See Chapter 5: Tree Protection and Preservation).



## CHAPTER III.

### TREE PRUNING STANDARDS

## BIRMINGHAM TREE PRUNING GOALS

Birmingham prunes its public trees in order to promote public safety and tree health. Pruning trees promotes public safety by managing risk and providing clearance and visibility. Pruning improves tree health by addressing structural defects and dying or diseased limbs. Pruning a tree should only be completed with a specific purpose in mind, an understanding of proper practices, and knowledge of how the tree is expected to respond to pruning. Maintenance performed on trees should be done with a basic understanding of maintenance objectives and tree biology.

### **Routine Pruning (Block Trimming)**

Routine pruning allows for proactive management. The City of Birmingham Department of Public Services has divided the City into seven geographical areas and maintains a seven-year pruning cycle for all public trees. In other words, the City strives to assess, prune, or maintain all public trees on at least a seven-year cycle. Birmingham's routine, seven-year pruning cycle ensures public trees are routinely inspected at regular intervals; this is key to proactive management of the urban forest. Routine pruning allows for structural problems and defects to be addressed in an economic, methodical way; many tree issues can be corrected through routine pruning before they present a significant level of risk to the public.

Birmingham prunes trees year-round and routine block trimming takes place during winter. Most pruning resulting from public requests occurs in the warmer months when the City receives the highest volume of requests.

### **Young Tree Pruning**

Pruning young trees gives them a chance to thrive into maturity. Trees growing in urban areas face harsh conditions that often do not allow them to reach maturity. Addressing issues when trees are young will increase their life expectancy and proves to be more cost-effective by reducing the number of branch failures down the road when the tree is mature. When trees are planted, they often do not have ideal branching habits. Young tree pruning, also known as tree training, is a specific method for pruning trees to give them the ideal structure when young.

When pruning a young tree, the arborist may remove more branches than they would a mature tree, with the goal of visualizing how the tree will look at maturity and addressing problematic branches before they negatively affect the tree's structure. The arborist visualizes which branches will become permanent branches and will systematically remove temporary branches to allow for clearance and provide appropriate branch spacing. Permanent branches should be spaced at least 18 inches apart, as tight branching habits can result in branch failure or splitting.

Pruning trees creates a wound, so trees should be established in their new planting site for two years before tree training begins. Trees have a better chance of sealing wounds and thriving if these branches are removed while they are a small diameter and the trees are young and vigorous.

### **Public Requests for Pruning**

Trees may be pruned or addressed outside of the standard maintenance cycle for a limited number of reasons, including:

- A tree or tree part poses an unacceptable level of risk that cannot wait until the next scheduled cycle as determined by the Director of Public Services or their designee.
- A tree or tree part violates clearance or visibility standards.

Trees with issues or concerns outside of the above listed reasons will receive attention during the next scheduled pruning cycle.

Requests are inspected and work is prioritized based on risk level; higher risk trees are addressed before lower risk trees. Refer to Chapter 2 for more information about tree risk management.

### **Performing Tree Risk Assessments to Promote Public Safety**

When concerns from the public arise, tree risk assessments allow the City to make decisions about what tree work needs to be done and how to prioritize tree work. When addressing a tree concern from the public, the Department of Public Services or the Contracted Arborist inspects the tree and performs a standardized tree risk assessment, following industry standards. Tree risk assessments result in objective risk levels: Low, Moderate, High, or Extreme. Risk levels are associated with a specific tree defect and inform what work should be done and which trees should be addressed first to equitably promote public safety. For example, a High-risk tree with a dead limb may be reduced to Low-risk level if the limb is removed. This High-risk tree should be addressed before any work takes place on Low-risk trees, outside of the routine pruning cycle. Refer to Chapter 2 for more information about tree risk management.

## **TREE PRUNING BEST PRACTICES**

**The City follows industry standards for pruning. The following sections outline standards followed by the City.**

### **Reasons for Pruning Trees**

There are many reasons for pruning young and mature trees. A pruning objective or purpose shall be clearly established. All pruning shall be performed and specified according to the most recent version of American National Standards Institute A300 Part 1 standards.

- Clearance
- Dead, dying, or decayed branch
- Crown raising

- Improve structure
  - Branch spacing, removal of crossing branches, correct tight branch unions and codominant branches.
  - Trees species are different shapes at maturity, yet often their form when young is very dense. This dense shape is desirable to the nursery industry but should be corrected after planting.
- Infrastructure or utility conflict
- Aesthetics
- Crown reduction for aging trees
- Crown thinning to control disease

## Safety

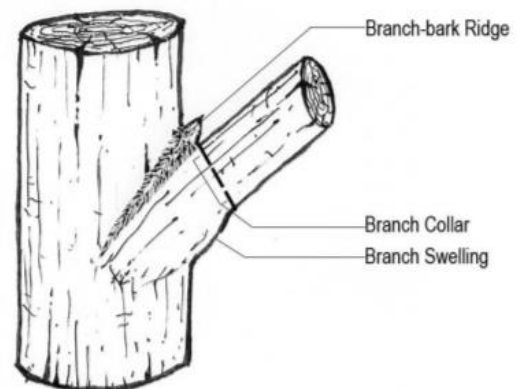
All industry standards should be followed with respect to personal protective equipment, utility clearance, and other safe practices. The appropriate utility must be contacted prior to any pruning operation where any portion of the tree contacts a utility line.

## How Much to Remove

- No more than 20% of a tree's living branches should be removed in any one season—less for aging, stressed, or declining trees. There is no limit to the amount of dead, damaged, or diseased limbs which should be removed.
- At a minimum, a pruning operation should remove all dead, damaged, broken, diseased, or dying limbs greater than 2-inches in diameter.

## Proper Cuts

- Stubbing and topping, or the indiscriminate cutting back of branches or limbs, is prohibited.
- When only a portion of a branch is to be removed, all pruning cuts shall be made back to a parent limb, or a limb capable of assuming the parent limb role.
- Pruning cuts shall be made at the branch collar (Figure 13). If the growth or form of the tree prevents cutting at the branch collar, pruning cuts should be made just outside the collar. Stubs or flush cuts are not permitted.
- Support limb weight with your hand when pruning to prevent stripping of bark when the branch falls from the tree. Use the 3-cut method. Make your first cut 8 to 16-inches from the branch collar on the underside of the branch to prevent tearing. Cut through the branch 2-inches out from your first to remove to weight of the branch. The branch should fall without tearing or ripping the bark; if tearing occurs, it will only tear down to your first cut rather than into the stem of the tree. Make your third cut at the branch collar, removing the remaining stub.



**Figure 14. Branch collar. Source: Racine Wisconsin Tree Manual and Standards of Practice**

**Proper Tools and Equipment**

- All pruning equipment shall be kept reasonably sharp and in good working condition.
- All tools used on disease-infested trees shall be thoroughly cleaned and disinfected before being used on any other plant material. Tools shall also be cleaned before being used between infected and uninfected portions of the same tree.
- Use the most precise tool that is appropriate and efficient for the job to reduce wounding, tearing, stubs, and improper cuts. For example, a handsaw can easily be used to remove a 3-inch limb that will result in a clean, precise cut; versus a chainsaw that is harder to control and may result in a messier cut with bark tearing.
- When removing limbs, pruning should be done in a way to prevent damage to infrastructure, property, persons, or the tree itself. This may require the use of ropes, lines, or other supports.
- Pruning wound paint or sealant should not be used, unless specified by the Director of Public Services or their designee.
- Trees shall not be climbed with the use of spikes or spurs to perform pruning.

**Timing and Frequency of Pruning**

Pruning should be performed during the dormant season. Oak (*Quercus* spp.) and elm (*Ulmus* spp.) should not be pruned during the growing season. Exceptions must be approved by the Director of Public Services or their designee.

**Pruning Oaks and Elms**

Oak (*Quercus* spp.) and elm (*Ulmus* spp.) should not be pruned during the growing season. Oak trees and elm trees are highly susceptible to fungal diseases, oak wilt and Dutch elm disease, respectively. Both diseases are commonly transmitted by beetles that fly during warmer months and carry the fungus from tree to tree. These beetles are attracted to open pruning wounds unless the tree is dormant (look for an absence of leaves). For this reason, oak and elm trees, whether on public or private property, must not be pruned between April 1 and October 15. If an oak or elm tree is injured during these months, the person in violation must properly prune the tree to remove any jagged cuts and paint the wounded surfaces with tree pruning sealer or latex paint (Tree Preservation Ordinance Sec. 118-29).



## CHAPTER IV.

# TREE REMOVAL STANDARDS

Like all living things, trees eventually decline and die. In urban environments, aging and declining trees can pose risk to people or property. Further, the maintenance or construction of buildings and infrastructure may sometimes require the removal of trees to facilitate the growth of a community. In these cases, the removal of a tree is weighed against the condition of that tree and the benefits it provides to the community.

Upon receiving a request from the public, reviewing a development plan, or observing a tree issue on site, the Contracted Arborist performs tree health and risk assessments and assigns the tree a risk rating following industry standards. Based on the results, the Department of Public Services or their designee will determine whether a removal is warranted.

The City of Birmingham removes public trees that are diseased, dying, or found to pose a significant risk to the public (trees with a Moderate or High-risk rating). However, risk may be mitigated through pruning, and removal is not always necessary. Extreme-risk trees will be removed immediately. Trees that are assigned a Low-risk rating are not slated for removal unless they are determined to be unlikely to survive or thrive due to disease or damage. **A Low-risk tree may also be assigned for removal if a significant infrastructure conflict or safety concern exists. Refer to Chapter 2 for information about tree risk.**

### **Justified reasons for removal of public trees include:**

- Moderate, High, or Extreme-Risk rating
- Significant mechanical damage or wounding
- Signs of disease or pest infestation
- Visibility concerns, e.g., tree blocks signage or traffic light and cannot be effectively pruned to mitigate concern
- Accessibility concerns, e.g., property's wheelchair ramp cannot be easily accessed due to tree's location
- Conflicts with new construction, e.g., tree location interferes with site design after necessary measures have been taken to reduce the conflict (See Chapter 5: Tree Protection & Preservation).

**The City of Birmingham's public tree population benefits the entire community. In an effort to preserve and expand the City's public tree canopy and the benefits it provides, the following reasons are not justifiable reasons for removing a public tree.**

### **NOT a justified reason for public tree removal:**

- **Messy trees:** Unlike other units of City infrastructure, trees are living, growing things. Most trees prove to be a slight nuisance at certain times of year. Some trees drop fruit, twigs, or leaves, and leave a mess that often falls on the property owner to clean up. The City of Birmingham recognizes

this inconvenience; however, the City and its residents view trees as essential infrastructure and believe the benefits to the community outweigh this inconvenience in most cases.

- **Shade:** Public trees will not be removed based on a resident's objection to shade cast over gardens, buildings, or solar panels. Shade provided by public trees lowers surface temperatures during hot months, mitigates climate change, and helps reduce energy costs.
- **Species or location preferences:** Public trees will not be removed based on a resident's objection to the species or location. A healthy urban forest exhibits a diverse palette of tree species, genera, and families. Refer to Chapter 1 for information about species diversity.
- **Pollen allergies:** A public tree will not be removed based on a resident's allergy to the tree. Studies indicate that because tree pollen can be carried long distances by the wind, an individual tree's pollen affects both adjacent residents and all other properties in the neighborhood; therefore, an allergenic tree in front of a property is no more of a concern than the other neighborhood trees.
- **Private sewer/water line:** A City tree that is said to interfere with a sewer or water line on private property will not be removed.

## CHAPTER V.

# TREE PROTECTION AND PRESERVATION

The City of Birmingham views trees as important infrastructure—trees capture storm water, sequester carbon, and improve air quality. Therefore, the City seeks to encourage the growth and retention of large, mature trees as much as reasonable. For this reason, the City has developed tree protection guidelines to help promote tree retention and reduce impacts to trees during construction or maintenance activities that may negatively affect trees or change the environment in which trees grow. Trees in or near construction zones or work areas should receive protection to ensure they are not damaged or otherwise injured and impacted by construction and maintenance activities.

The purpose of this chapter of the manual is to give clear guidance about how the City's tree-related ordinances apply to residents, developers, and City staff in Birmingham. It is meant to summarize key points of the ordinances in simple terms, explain why each provision is important to Birmingham's vision, and how each provision is applied to the management of Birmingham's public trees. This chapter should help all parties better understand their role in the City with respect to protection, maintenance, and planting of the City's public tree population.

The City of Birmingham has two ordinances in place that reference public and private trees: The City of Birmingham Tree Preservation Ordinance and The City of Birmingham Zoning Ordinance. While private trees play a minor role in these ordinances, the ordinances largely focus on the trees over which the City has full jurisdiction—those on the street right-of-way and in parks, golf courses, and other public properties.

Birmingham's Tree Preservation Ordinance (City Code Chapter 118, Articles I through VIII) lays out City policies for protecting existing trees, performing work on public trees to City standards, and the legal consequences for failure to follow the ordinance (including certain private tree situations). The City of Birmingham's Zoning Ordinance outlines specific policies for protecting public trees during construction and development and the consequences for failure to meet these requirements. The Zoning Ordinance provides specific information about how many public trees are to be planted following construction.

## **BIRMINGHAM TREE PRESERVATION ORDINANCE**

### **CITY CODE CHAPTER 118, ARTICLES I THROUGH VIII**

The City recognizes that promoting the long-term health of the urban forest is an integral part of its charge to protect the health, safety, and welfare of its current and future residents. Like roadways, streetlights, and fire hydrants, trees are an important piece of City infrastructure that provide many benefits to the community, including promoting erosion control, wildlife habitat, and water quality.

In 2000, the City of Birmingham adopted Chapter 118 of the City's Municipal Code- its vegetation ordinance. Chapter 118 Articles I through VIII (also called the "City of Birmingham Tree Preservation Ordinance") of the City of Birmingham's Code of Ordinances provides primary guidance for the care and management of trees in the City. This chapter of the manual establishes the City's authority for maintaining public trees, defines the duties and responsibilities of the City staff and Contracted



Arborist, establishes penalties and fines for illegal tree work, and establishes the requirement of a tree work permit for any action or activity that impacts public trees. The Tree Preservation Ordinance applies to public trees as well as private trees that are adjacent to construction sites. It establishes standards for appropriate selection, location, and maintenance of those trees.

## Tree Preservation Ordinance Policies

Because the City has jurisdiction of public trees, any work on or around a public tree must be approved by the City. Damage is not permitted to any public tree.

**This section summarizes the Tree Preservation Ordinance's policies regarding tree maintenance and tree damage.**

### Rules about Residents Performing Work on Public and Private Trees

Any company performing work on a public or private tree must be a Tree Service registered with the City Clerk's Office. Tree services will be required to pay a registration fee and execute a bond with the City. The Registration fee for a Tree Service Business is \$100.00 (Sec. 118-9).

Work on any public trees must be approved by the Director of Public Services or their designee. This includes, but is not limited to, pruning, removals, treatment for pest and disease, and planting (Sec. 118-18). Approvals are granted through a tree work permit.

### Tree Work Permits (Required for Work on Public Trees)

The City's tree preservation ordinance prohibits performing tree work on or injuring a public tree (including the pruning of any roots) without first obtaining a tree permit (See Appendix C: Tree and Shrub Work Permit Application). Even if a permit is not required, when working close to public trees or within the canopy of public trees, it may be prudent to consider tree protection measures to avoid fees, fines, or penalties for accidental damage to public trees.

A resident may apply to hire a Tree Service to perform work on trees within the public right-of-way. If the permit is granted, the resident should note they assume all costs of said work. Tree service businesses performing work within City limits, whether on public or private property, must be registered with the City Clerk's Office.



- **How to obtain a Tree Work Permit:** The Tree and Shrub Work Permit Application is found in Appendix C of this manual. The Contracted Arborist will check existing inspection records or perform a site visit to determine whether tree work or planting is approved.
- **Tree Planting Permits:** When planting a permitted tree on public property, the tree should be a minimum of 3"-3 ½" caliper. Approved tree planting permits will indicate the mature size of a tree recommended for a particular planting location. The approved size considers the width of the parkway, location of overhead utilities, and proximity to buildings or other infrastructure. The City will only approve permit applications for tree planting if the site is an appropriate location for a new tree. Refer to the City's tree planting standards and policies in Chapter 1 of this manual to determine if a site is suitable for tree planting.
- **Tree Removal Permits:** Members of the public may apply for a permit to remove a public tree. Removal permits will only be approved when the tree warrants removal; the City will not approve permit applications for removals of healthy trees. Refer to the City's tree removal policies in Chapter 4.
- **Tree Pruning Permits:** Members of the public may apply for a permit to prune a public tree. Pruning permits will only be approved when the tree requires pruning; the City will not approve permit applications for trees that are not in need of pruning. Refer to the City's tree pruning standards in Chapter 3 of this manual.
- **Pest/Disease Treatment Permits:** In special circumstances, members of the public can apply to treat public trees for diseases and pest infestations. Contact the Department of Public Services to perform a tree health inspection to determine if treatment is warranted.
- **Root Pruning Permits:** A permit is required for any pruning or injury to a public tree, including its root system. Common activities which may require a tree permit for root pruning include sidewalk replacement, street reconstruction, curb replacement, maintenance or installation of underground utilities, landscaping private property adjacent to street trees, etc. Please refer to the Root Pruning Standards below.

### Root Pruning Standards

At times, a tree's root growth may come in conflict with infrastructure, either by virtue of its growth or the need to cut into a tree's root system to install, manage, or maintain existing infrastructure. However, roots are fragile, and destruction of a tree's root system can have significant impacts on tree health, often several years after the damage has occurred. For this reason, roots should be properly and carefully pruned, not simply dug up or cut. A tree's root system seeks water and nutrients to support the tree's growth. Removal of significant numbers of roots may cause a tree to die or fail catastrophically.

When performing root pruning, the following shall be observed:

- Soil compaction should be avoided. To the extent possible, heavy equipment and equipment traffic should be kept out of the tree's root zone.
- Roots shall be excavated to just outside the trench or work zone.
- Roots shall be cleanly cut cross-sectionally using a carbide-tip saw, blade, or axe prior to removal. Tools shall be maintained, clean, and sharp.

- Root pruning methods shall be approved by the Director of Public Services or their designee.

The Director of Public Services or their designee may determine that the extent of root pruning required may jeopardize the health or structural integrity of the tree. In this case, the Director of Public Services or their designee may require a tree be removed in its entirety and replaced with a tree more suitable for the space.

### **Preventing Root Pruning**

Because root pruning can be detrimental to a tree's health and longevity, the following alternatives should be used whenever possible:

- Route sidewalks around the tree roots
- Grind lifted sidewalk edges
- Ramp sidewalk over roots; a layer of sand can be placed between the root and ramped sidewalk to prevent immediate lifting
- Install flexible sidewalk materials, bricks, or inter-locking pavers instead of concrete around trees that trees that have caused sidewalk lifting

### **No Damage to a City Tree**

It is illegal in the City of Birmingham to injure a public tree in any way. Tree damage includes, but is not limited to, the following illegal practices:

- Improper or unpermitted pruning, breaking of branches, root pruning and removals
- Attaching or fastening any material or item to a City tree, as it will cause wounding or girdling of the tree
- Materials that limit the flow of water to tree roots; property owners may not install any impermeable surfaces such as concrete or bricks around the base of a City tree (Sec. 118-18)
- Use of toxic substances on or near a public tree
- Electric wires or any other wire in contact with a public tree (Sec. 118-10)

### **Illegal Tree Work**

Any tree work or injury to a public tree without an approved permit is considered a violation of the City's Tree Preservation Ordinance. The Director of Public Services or their designee uses a formula developed by the International Society of Arboriculture to assess condition rating and tree size to determine fines based on extent of damage, which is tripled under the ordinance for blatant violations/negligent behavior. The City will issue the violator a letter with the fine amount. See the penalties section of this chapter for standard amounts for each fine.

### **No Public Interference with Work on a City Tree**

Public trees provide the entire neighborhood and community with environmental, aesthetic, and economic benefits. The Director of Public Services or Contracted Arborist make decisions for tree health to ultimately benefit the safety and well-being of the entire community. Because the City has jurisdiction over public trees and holds a high level of expertise in urban forest management, residents cannot refuse or halt any work that is done on City property. No resident of the City is permitted to interfere with or refuse City tree

work, such as planting, pruning, or removals (Sec. 118-11). Furthermore, residents may not demand tree work simply to suit their own needs.

### **Regulations Pertaining to Shared Ownership Trees**

Some trees are considered shared ownership trees (typically located inside of the sidewalk and/or on the edge of the right-of-way). The City maintains these trees and all the rules and regulations pertaining to public trees still apply. However, the City may be more inclined to allow for shared ownership tree removals in certain situations.

### **Regulations Pertaining to Trees on Private Property**

The City Tree Preservation Ordinance applies mostly to public trees—trees growing in the street right-of-way and in parks, golf courses, or on other public properties. However, private trees that present a danger to the public or health of the urban forest may require action from the property owner.

The Department of Public Services or Contracted Arborist may enter upon private property and require removal or care of private trees that are diseased, are infested with pests, or present a Moderate to High risk to the public. This tree maintenance must be completed at the expense of the property owner, or they will receive a ticket from Code Enforcement. If the property owner refuses to comply, the Department of Public Services will complete the necessary tree work and bill the property owner for time and materials. Companies hired to prune private trees and shrubs must be Tree Services registered with the City Clerk's Office and hired by the property owner.

**This section summarizes policies in the Tree Preservation Ordinance that affect trees growing on private property.**

### **Registered Tree Services**

Any company performing work on a public or private tree must be a Tree Service registered with the City Clerk's Office. Tree services will be required to pay a registration fee and execute a bond with the City. The Registration fee for a Tree Service Business is \$100.00 (Sec. 118-9).

### **Hazardous, Infectious Disease, or Nuisance Plants**

The Department of Public Services or Contracted Arborist may enter upon private property and require property owners to remove trees, plants, or parts of plants (Sec. 118-26). Written notice will be given by Code Enforcement requiring the property owner to remove the plant, or part of plant, or otherwise remedy the issue through treatment, within 30 days (Sec. 118-27, 118-28).

Written notice may be given for the following reasons:

- Trees present a Moderate, High, or Extreme risk to the public.
- Plants that are noxious to the public, such as poison ivy.
- Plants that are a host or potential host for insect infestation or disease, including, but not limited to European elm bark beetle, oak wilt fungus, emerald ash borer, boxelder bug, Asian longhorned beetle, gypsy moth caterpillar, and certain basal or stem cankers (Sec. 118-26).

Trees on public or private property that are confirmed to have an infectious disease or pest infestation may be prescribed with the following measures (by the Department of Public Services or Contracted Arborist), to be completed by the property owner for private trees, by the City for public trees, and by the utility company for trees within the utility-right-of way:

- Trees not infected, but potentially root-grafted to a tree that was killed or diseased, should be treated by injection of an approved fungicide by a company licensed within the state and registered with the City.
- In lieu of, or in addition to, fungicide injections for disease management, infected trees may be treated by trenching.
- Dead oak and elm trees must be removed and properly disposed of.
- Stumps left by removal of oak and elm trees must be promptly removed or buried.

If a property owner wishes to treat an infectious tree, they may apply for a permit with 5 days of receiving the written notice. The Department of Public Services or Contracted Arborist will approve or deny the permit for treatment (Sec. 118-29). The City's Tree and Shrub Work Permit Application is found in Appendix C.

### **Pruning Oak and Elm Trees (Prohibited between April 1 and October 15)**

Oak trees and elm trees are highly susceptible to the fungal diseases oak wilt and Dutch elm disease, respectively. Both diseases are commonly transmitted by beetles that fly during warmer months and carry the fungus from tree to tree. These beetles are attracted to open pruning wounds unless the tree is dormant. For this reason, oak and elm trees, whether on public or private property, must not be pruned between April 1 and October 15. If an oak or elm tree is injured during these months, the person in violation must properly prune the tree to remove any jagged cuts and paint the wounded surfaces with tree pruning sealer or latex paint (Sec. 118-29). Refer to Chapter 3 for more information about tree pruning.

### **Private Trees or Other Vegetation Encroaching on Public Property**

Property owners must maintain free passage of streets, alleys, and sidewalks. Any vegetation on private property that prevents or obstructs safe and free passage of streets and sidewalks must be removed or pruned by the property owner. This applies to both trees and shrubs located on private property.

To maintain public safety and accessibility for all Birmingham residents, Code Enforcement or the City's Contracted Arborist may enter upon private property issue violations for private trees or shrubs that encroach on public property.

Requirements for pruning private trees and shrubs that encroach on public property:

- The tree should not block streetlights or other City infrastructure.
- City streets should have 14-foot clearance for safe passage of vehicles.
- City sidewalks should have 8-foot clearance for safe passage of pedestrians.
- Private trees and shrubs should not block City sidewalks (Sec. 118-19).



When the issue is not addressed by the property owner, the Department of Public Services or their designee may perform the work. In this situation, the Department of Public Services will invoice for the cost of time and materials for the trimming to the property owner. If the property owner fails to pay the invoice, Code Enforcement will issue a ticket.

### **Protecting Trees During Construction**

The City of Birmingham strives to improve livability and enhance property values for its residents through re-development of existing properties and thoughtful reconstruction of roadways. City staff and residents understand a balance must be struck between growth and preservation of the City's existing valuable assets—the tree canopy being one of these important features. Trees provide countless environmental, aesthetic, and health benefits to the entire community. A quick oversight in protection of a mature tree can result in a total loss the tree's benefits to community members.

Trees in urban environments are often damaged, sometimes irreparably, during construction. Construction equipment or activities commonly damage trees in the following ways:

- Compacting soils
- Changing soil grade (can cut or suffocate roots)
- Cutting roots
- Improperly pruning limbs
- Mechanically damaging roots, trunks, or branches
- Removal of topsoil (causes nutrient deficiency)
- Altering soil pH
- Releasing toxic chemicals into the soil
- Microclimate change (exposing sheltered trees to sun or wind)

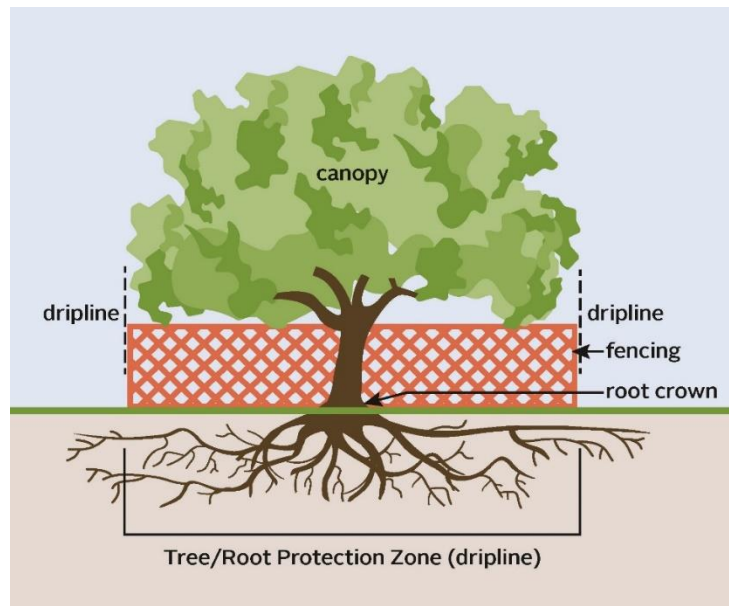
Often, damage caused by construction is not seen until long after construction takes place; a tree may not start show visible signs of decline until years after its roots are cut or its soil environment is altered, leaving property owners wondering what is causing their tree to decline. Because urban trees are sensitive to construction activities, many cities enforce strict regulations for construction sites containing or near existing trees. This section outlines Birmingham's policies to proactively address conflicts between construction and trees.

### **Construction Site Plans**

To ensure City policies regarding tree protection and replacement are adhered to during construction, no private or public construction can take place in the City of Birmingham without an approved site plan. The developer, property owner, or City agency must submit a site plan that includes:

- Public trees: all public trees on the adjacent right-of-way and any public trees within 25-feet of the property.
- Private trees: all private trees on the property and within 25-feet of the property.

- Plan for all existing trees: All trees on the plan should be clearly marked whether they are to be removed or relocated.
- Plan for replacement trees: All new tree plantings should be clearly marked on the plan (Sec. 118-13).
- The **Root Protection Zone** (often referred to as the Critical Root Zone) should be clearly marked on the Construction Site Plan. The root protection zone is generally the same as the tree's dripline in Birmingham. During site plan review, the Department of Public Services or Contracted Arborist may expand the root protection zone to improve the chances that the tree will not be damaged during construction and to permit construction to take place. The arborist's decision to expand the zone is based on the species, age, or health of the trees or on site-specific conditions.



**Figure 15. Root Protection Zone. Source: halifax.ca**

### Tree Protection Plans

In conjunction with the Construction Site Plan, a tree protection plan must be submitted and approved before any construction can take place within the City. The Tree Protection Plan must follow industry standards, as established by the International Society of Arboriculture, to ensure trees are properly protected and do not suffer any negative health impacts from construction related activities. A Tree Protection Plan should include:

- Description of how all public trees will be protected during construction
- Description of how private trees within 25-feet of the property will be protected during construction
- Details about size and type of fencing to be used to protect trees
- If relocation of a public tree is necessary, description of how public trees will be relocated
- If removal of a public tree is necessary, description of how tree replacements will be planted and cared for (Sec. 118-14)

### Tree Protection Measures

The following measure must be taken during to ensure protection of existing trees during construction:

- Barriers are required to be erected outside of the root protection zone, or as directed by the City's Contracted Arborist, and left in place before and during the construction process.
- If barriers are ineffective to protect the tree roots, the roots need to be covered with a soft protective layer, such as mulch, 4 to 6-inches thick.

- No activities that could harm the tree can take place within the root protection zone of public trees. This includes grade changes, stripping topsoil, and dumping or placing of solvents, building materials, construction equipment, or soil deposits.
- Any pruning of public trees for construction clearance must be approved and performed by a Certified Arborist and Tree Service registered with the City Clerk's Office.
- Any damage caused to a public tree during construction must be reported to the City. Mitigation measures to improve tree health or replace the tree will be prescribed by the Department of Public Services or the Contracted Arborist (Sec. 118-15).
- Additional site or tree specific protection measures may be required to preserve valuable trees, as specified by the Contracted Arborist.
- Removal of tree protection is required when construction is complete.

### **Excavation and Driveways Near Public Trees**

When excavating or constructing a driveway or driveway approach near a public tree, the following rules apply:

- If within 6-feet of a public tree, approval is needed from the City.
- Prior to construction, a wooden frame box must be installed around the City tree if it is within 6-feet of construction; it must be left in place during construction.
- Building material or other debris must be at least 4-feet from public trees (Sec. 118-16). However, no material storage is recommended within the dripline of trees to prevent damage.

### **Removal and Relocation of Public Trees During Construction**

Public trees may be removed or relocated during construction. They must be denoted on an approved site plan or approved by the Contracted Arborist or Director of Public Services. All costs for relocation or removal of trees will be paid by the developer or property owner relocating or removing the tree (Sec. 118-17).

### **Requirements for Tree Planting after Construction**

When replacing a public tree is not feasible at the original site, the Department of Public Services or Contracted Arborist may assign an alternate location to be planted or require the developer to pay into the City's Tree Fund (Sec. 118-21). Refer to Chapter 1 of this manual for best practices for tree planting. Refer to the Zoning Ordinance section for more information about when tree planting is required.

### **The following are requirements for developers or property owners planting replacement trees.**

- As a general rule, trees planted on public property should be spaced 40 feet from existing or other new trees. The Department of Public Services or Contracted Arborist may make an exception if the existing tree will be removed within 5 years, or if site or species considerations allow for tighter spacing (Sec. 118-22).
- Deciduous trees should be a minimum 3 to 3.5-inches caliper (measured 6 inches from grade when planted at the proper depth).
- Evergreen trees should be a minimum of 7 to 8-feet in height.

- Tree stock should be State Department of Agriculture Nursery Grade No. One (#1) or better.
- Newly planted trees should be kept mulched for 2 years after planting.
- Newly planted trees should be staked when necessary.
- Trees will be guaranteed for 2 years by the individual who planted them. Newly planted trees that are dead or found to be in poor condition, at the discretion of the City, at the end of the 2-year guarantee period will require replacement.
- When replacing public trees that have been removed per the approved site plan, trees must be planted within 12 months of removal when practical.
- Trees that were indicated to be saved on the approved site plan but have been damaged or removed in violation of the site plan need to be replaced (Sec. 118-20).

## **Other Vegetation**

### **Article IX of the City's Vegetation Ordinance, not part of the Tree Preservation Ordinance**

The City's vegetation ordinance also includes several provisions not related to trees:

- All grass and weeds on public and private property must be kept mowed to 8-inches in height or less.
- Noxious or unhealthful plants, such as, but not limited to, poison ivy and ragweed, are not permitted on public or private property.
- The Department of Public Services will enforce these requirements by publishing violations in a newspaper. If the growth of this vegetation is not remedied within 10 days and by the following October 15, the City may or remove the plants and bill the property owner.

## **Tree Preservation Ordinance Enforcement and City Roles**

The City has jurisdiction and the right to plant, maintain, and remove all trees on public property. This includes trees in the public right-of-way, parks, public golf courses, public easements, and on any other public properties (Sec. 118-5). The City reserves the right to add additional rules that are in line with the provisions of the Tree Preservation Ordinance (Sec. 118-23).

## **Department of Public Services**

While many City agencies and staff play a role in enforcement of the Tree Preservation Ordinance, the Department of Public Services is responsible for the day-to-day management of public trees, and a key component of this is upholding the Tree Preservation Ordinance. Under supervision of the City Manager, the Director of Public Services is ultimately responsible for interpretation and enforcement of the Tree Preservation Ordinance (Sec. 118-5). Within the Department of Public Services, forestry makes up a large portion of the calls and complaints received from the public, indicating the level of investment and concern the residents of Birmingham have for the urban forest in their community.

## **Contracted Arborist (Staff Arborist, City Arborist)**

The Director of Public Services designates enforcement of the Tree Preservation to the Contracted City Arborist (referred to in the ordinance as the "Staff Arborist", also known as the "City Arborist"). Small cities often contract International Society of Arboriculture (ISA) Certified Arborists to provide a level of industry-



specific expertise the City cannot provide with its own staff due to budget constraints, competing City priorities, or lack of experience. The City of Birmingham delegates much of its tree work to an arborist certified by the International Society of Arboriculture. The Contracted Arborist is empowered to implement the ordinance by performing work on City trees, such as planting, pruning, removals, and storm-related tree work. The Contracted Arborist enforces the ordinance by ensuring industry standards of tree care are met on all City trees. The Department of Public Services and Contracted Arborist maintain the Prohibited Trees List, found in Appendix B of this manual (Sec. 118-5).

Birmingham's Department of Public Services are tasked with responding to and managing many important services the City provides to the public that keep the City functioning, safe, and healthy; forestry is just one of the many facets of day-to-day operations in the Department of Public Services; they are also responsible for maintaining many other public services, such as trash and sewers. For this reason, a Certified Arborist is contracted by the City to consistently focus on the health of Birmingham's urban forest and contribute guidance in line with arboricultural best practices that City staff may not have time or expertise to consistently provide. Therefore, determinations made by the Contracted Arborist should be held to the highest regard.

- The City's Contracted Arborist is responsible for caring for City trees and implementing the Tree Preservation Ordinance.
- City residents should understand the Contracted Arborist holds a high level of expertise and plays an important role in the City's operations workflow.
- All decisions made by the Contracted Arborist are signed off by the Director of Public Services, or their designated staff, to ensure they are in line with the City's goals.

**Other responsibilities designated the City's Contracted Arborist:**

- The Contracted Arborist has the right to enter upon private property during reasonable hours to inspect private trees for disease or pest infestation (Sec. 118-6).
- The Contracted arborist can remove City trees in the event of an emergency, such as high-risk storm-damaged trees, without authorization from the City (Sec. 118-12).

**Code Enforcement**

Department of Public Services Forestry Staff and Code Enforcement Officials are also empowered to enforce the ordinance. Code Enforcement cites violations when a developer or property owner is found to be in violation of the Tree Preservation and Vegetation Ordinances.

**Exceptions to the Tree Preservation Ordinance**

The City Commission may grant exceptions to the rules of the City's Tree Preservation Ordinance on a case-by-case basis. An application must be submitted and providing a sufficient reason for an exception to be granted. The applicant must wait for inspection and approval by the City before proceeding with tree work or construction. The City Commission may require additional tree protection measures to be taken when exceptions are made (Sec. 118-24).

## **Tree Preservation Ordinance Violations**

### **Sanctions, Remedies, & Penalties**

The City is empowered to enforce the ordinance using the following penalties:

#### **Municipal Infractions**

Violations to the City Ordinance will result in a Municipal Civil Infraction to the violating party.

- For a first offense, a civil fine as set forth in the schedule of fees, charges, bonds, and insurance. The fine for the first offense is \$500.00 per tree.
- For a second offense and any subsequent offense, a civil fine as set forth in the schedule of fees, charges, bonds, and insurance. The fine for the second offense is \$1,000.00 per tree.

#### **Injunctive relief**

The City may file a civil suit against the violating party.

#### **Fees for Illegally Removed Public Trees**

In addition to civil fines or sanctions, or civil suits, the City may require payment into the City's Tree Fund and/or planting of a new tree at a location approved by the Contracted Arborist as restitution for the violation. The number of required replacement trees will be calculated on an inch-for-inch basis computed by the diameter 4.5-feet above grade (diameter at breast height, DBH).

#### **Stop Work Order**

The City reserves the right to stop construction work or withhold issuance of a certificate of occupancy, permit, or inspections until tree protection requirements are met (Sec. 118-25).

# BIRMINGHAM ZONING ORDINANCE

## CITY CODE CHAPTER 126

The City of Birmingham undergoes a significant amount of re-development each year. The purpose of the City's Zoning Ordinance is to ensure this development is in line with the community's vision for growth. When used effectively, the Zoning Ordinance can promote public health, livability, and aesthetics in Birmingham's neighborhoods and commercial areas. The City recognizes the urban forest plays a key role in sustainable growth and civic pride. Because the urban forest is highly valued by the community, many provisions in Birmingham's Zoning Ordinance relate directly to tree planting and preservation of existing trees.

Many elements of the Zoning Ordinance affect tree health. The Zoning Ordinance's Landscape Standards section directly affects vegetation in the community. However, many other elements of the Zoning Ordinance also affect trees and can be used to optimize Birmingham's tree canopy cover.

**This section of the manual summarizes the Landscape Standards and other elements of Birmingham's Zoning Ordinance that directly impact the health of the urban forest. The Zoning Ordinance should be referred to for more details, as regulations differ between each zoning district. The Tree Preservation Ordinance should be referred to for specifics about Tree Preservation and Construction Site Plan Review with respect to trees.**

### Who is Affected by the Zoning Ordinance?

All developers, property owners, and City agencies are affected by zoning district regulations. None of the provisions in the Zoning Ordinance apply to properties owned by the state.

### Landscape Standards for All Birmingham Properties

Landscaping is an essential part of the design and development of a site. Landscape plantings can benefit the environment, public health, air quality, safety, comfort, convenience, and general welfare of the community. These landscaping standards result in the reduction of storm water runoff and heat buildup. When landscaping is properly designed, vegetation reduces energy costs in structures and will improve the aesthetics of the community. Quality landscaping and the presence of mature trees also increases property values. The Landscaping Standards section of the Zoning Ordinance gives clear guidance on how properties should be landscaped and to which zoning districts it applies.



**The following landscaping requirements apply to all properties in the City of Birmingham.**

### **Required Plantings**

All properties of the land use types in the table below must maintain the minimum number of trees listed in the table. The Downtown Birmingham Overlay District is exempt from this requirement.

<b>Required Plantings</b>		
<b>Land Use</b>	<b>Type and Number of Plantings</b>	<b>Based on Lot, Building or Number of Dwelling Units</b>
Commercial	None	None
Mixed Use in MX District	1 Deciduous and 1 Evergreen Tree	Per 2 residential units
Multiple-Family in Residential	1 Deciduous and 1 Evergreen Tree	Per 2 dwelling units
Parking	See Subsection (F)	See Subsection (F)

### **Vegetation Required for Unpaved Areas**

To promote aesthetics and environmental benefits, undeveloped and unpaved areas must be planted with vegetation. This provides an opportunity for tree planting and increased canopy cover. Because landscaping and mature trees increase property values, it is recommended that tree planting be utilized in these unpaved areas whenever possible.

### **Properly Maintain Vegetation**

All landscaped areas must be properly maintained. They should be free from weeds, trash, and other debris. Plants must be disease and pest free and kept healthy through proper watering and maintenance.

### **Maximum Height for Right-of-Way Vegetation**

Non-woody vegetation and shrubs planted in the street right-of-way should not exceed 2-feet in height to eliminate visibility issues. Trees are exempt from this height restriction.

### **Prohibited Species List**

The City maintains a Prohibited Species List (Appendix B) that applies to all public and private properties. The species on this list are not allowed to be planted within City limits. The City may require the property owner to remove these plants at the property owner's expense. It is important to note, these are the common prohibited species, but the Contracted Arborist maintains a complete list of all prohibited species. Prohibited species may be restricted for the following reasons:

- Brittle species that may become dangerous in a storm event
- Host species for common or destructive disease and insect pests
- Excessive root structure that breaks up sidewalks
- Excessive litter, such as fruit, that may be a tripping hazard
- Susceptibility to road salt damage
- Other undesirable traits



### **Certified Wildlife Areas**

Nothing in the City's zoning ordinance shall preclude the use and enjoyment of a wildlife area that is certified by a state or nationally recognized organization.

## **Landscape Standards for Construction Site Plan Review**

The landscaping requirements below apply to all properties that are subject to site plan review for one of the following reasons:

- The construction of one or more new buildings is proposed.
- Improvements are proposed to an existing building which adds 50% or more additional square footage or involves the removal of at least one exterior wall.
- The property has an existing or proposed unenclosed parking facility with 20 or more parking spaces.

**Landscaping Standards for construction site plan review are listed below. Landscape Standards that apply to all Birmingham properties also apply to the sites.**

### **Approved Construction Site Plan**

Landscaping plans must be approved as part of the Construction Site Plan prior to construction. Review the City's Tree Preservation Ordinance for specifics about trees on construction site plans.

### **Minimum Plant Sizes**

All plantings completed as part of a construction project must meet these minimum size requirements. The City has minimum size requirements because small plants are more susceptible to damage and typically have higher mortality rates.

- Evergreen Trees: 6 feet in height
- Deciduous Trees: 3 inches in caliper
- Evergreen & Deciduous Shrubs: 18 inches in height

### **Native Species Credit**

Developers are encouraged to use species native to the region. Native species are well-adapted to Michigan's climate conditions, provide wildlife habitat, and are less likely to encroach and take over a site. A reduction of 20% of the total number of trees or shrubs required will be granted if 80% or more of the trees and/or shrubs to be planted are native species. The Department of Public Services and their Contracted Arborist maintain a complete list of all native species. See Appendix A: Recommended Tree Species for recommended native species.

## **Preserve Existing Vegetation**

### **“It takes 100 years to grow a 100-year-old tree.”**

Existing trees should be preserved whenever possible. The larger the tree, the more environmental benefits it provides. Mature trees can even increase properties values and reduce energy costs.

- Existing significant trees, tree stands, and natural vegetation must be integrated into the landscaping plan to the maximum extent possible.
- Existing healthy trees and shrubs located within required setbacks and areas not required for development must be preserved.
- Preserved trees must be protected according to the measures required by the Tree Preservation Ordinance (See Tree Preservation Ordinance section for details).

## **Existing Vegetation Credit**

Preserving existing trees can reduce the number of required tree plantings following construction. Larger, existing trees provide more benefits to the community than small, newly planted trees. Any existing deciduous tree on site that is to be preserved and is over 6-inches in caliper at DBH may be counted as 3 new deciduous trees. Any existing evergreen tree on site that is to be preserved and is over 10-feet tall may be counted as 2 new evergreen trees.

## **Waiver for Innovative Landscaping**

In order to further encourage innovative site designs that enhance the quality of the environment in Birmingham, the Planning Board may grant a waiver of any landscaping standards outlined in this ordinance where the Planning Board finds that the proposed plans display an innovative use of site design features, open space, or landscaping which will enhance the use and value of neighboring properties.

## **Removals**

Any required landscape element that dies, or is otherwise removed, must be replaced within 1 month; if the violation is issued during the October 1 to March 31 period, the planting shall be completed no later than the ensuing May 31.

## **Time Period for Completion**

All landscaping shall be planted within 3 months, and no later than November 30, from the date of issuance of a temporary Certificate of Occupancy; if the certificate is issued during the October 1 to March 31 period, the planting shall be completed no later than the ensuing May 31. A developer will not be granted a permanent Certificate of Occupancy until after landscaping is inspected and approved by the City.

## **Parking Lot Landscaping**

Parking lots greater than 7,500 square feet must follow these interior landscaping requirements:

- The Downtown Birmingham Overlay District is exempt from this requirement.
- Within the parking lot, there shall be interior landscaping areas that total not less than 5% of the total parking lot interior area.

- Each interior planting area shall be at least 150-square-feet in size, and not less than 8-feet in any single dimension.
- There shall be at least one canopy tree for each 150-square-feet or fraction thereof of interior planting area required.
- The interior planting areas shall be located in a manner that breaks up the expanse of paving throughout the parking lot interior.

### **Street Trees**

All site plans must include at least one street tree for each 40-linear-feet of frontage in the right-of-way along all streets. The Contracted Arborist may waive this requirement if there is not adequate green space in the right-of-way to support such trees. Tree species permitted in the right-of-way are listed in Appendix A; a list is maintained by the Department of Public Services and Contracted Arborist.

### **Submittal Requirements**

A detailed landscape plan depicting the names, both common and botanical, location, spacing, and size of all plantings to be planted and the location and type of all materials proposed to be included in the landscape treatment areas shall be submitted for approval to the Planning Board at the time of Final Site Plan approval. Refer to the Construction Site Plan Requirements of the Tree Preservation Ordinance for more information (see Tree Preservation Ordinance section for details). All ornamental landscape features and landscape lighting must be included on the required landscape plan.

### **Exceptions to Landscape Requirements**

- Required planting numbers and Parking Lot landscaping requirements do not apply to the Downtown Birmingham Overlay District.
- If one or more of the following conditions apply, the Planning Board may approve alternative landscape plans that contain modifications from the required standards of this section, provided that the proposed alternative landscape plan meets the spirit and intent and substantially conforms to this section in terms of quality, effectiveness, durability, hardiness and performance:
  - The site involves space limitations or is an unusual shape.
  - Predominant development patterns in the surrounding neighborhood justify alternative compliance for in-fill projects and redevelopment in older established areas of the City.
  - Topography, soil, vegetation, or other site conditions are such that full compliance with this section is impossible or impractical.

### **Other Elements of Birmingham's Zoning Ordinance that Affect Trees**

#### **Building Height Limits**

Refer to the Zoning Ordinance for specific maximum building heights per zoning district. Building height and aspect affect tree health and structure. Tall buildings can prevent the tree from receiving adequate sunlight, especially if the tree is on the north side of the building. Building height should help inform species selection. Consider the tree's size and shape at maturity in relation to the building's proximity and

height. For example, a tall, vase-shaped tree may be able spread and arch its branches over a short building at maturity. For trees planted in tight planting locations close to tall buildings, a tightly branched, columnar, or small or medium-statured tree may be the best choice.

### **Open Space Requirements & Yard Setback Requirements**

Refer to the Zoning Ordinance for specific minimum open space and yard setback requirements per zoning district. For example, parking zoning districts have a minimum open space requirement of 40%. Open space is defined as all areas of a lot that are not occupied by a building, structure, or impervious surface. Open space can be used as a tool for maximizing the benefits of urban trees. Trees face harsh conditions in urban environments, especially when they do not have enough soil volume for their roots to grow, anchor the tree, or access water and nutrients. For this reason, it is encouraged to plant and preserve existing trees in zoning districts with sufficient open space and adequate soil volume for trees to thrive. Additionally, yard set-back requirements require buildings to be set back from the property line. This ensures buildings are spaced apart in some districts, providing enough space between buildings for trees and other vegetation and to generally enhance the aesthetics and livability of a neighborhood.

### **Paved Surface Limitations**

Refer to the Zoning Ordinance for specific minimum paved surface limitations per zoning district. The City sets limits on the amount of area that can be paved because paved surfaces (concrete, blacktop, gravel, brick, or a similar material) cause increased surface temperatures and storm water runoff. Trees grow best in sites without pavement nearby because water can permeate the soil and temperatures are more ideal for roots. Paved surfaces that have vehicular traffic are usually heavily compacted, which can suffocate tree roots. Even paved pedestrian paths and sidewalks can compact soil and injure tree roots.

### **Traffic Calming in Transition Zones and along Street Rights-of-Way**

Transition zones are areas between commercial and residential districts. One goal of these zones is to encourage right-of-way design that calms traffic and creates a distinction between less intense residential areas and more intense commercial areas. Research shows that the presence of trees slows traffic and creates a calmer, safer environment for vehicles, pedestrians, and cyclists. Therefore, it is encouraged to plant trees and protect existing trees in these transition zones and along rights-of-way.

### **Streetscape Design Requirements**

All streets in Birmingham must be constructed to meet the streetscape design (Sec. 3-12)

#### **Sidewalk Width**

The City's Zoning Ordinance regulates sidewalk widths. This directly impacts where and which trees can be planted along the street right-of-way. Refer to the Tree Placement Section (Chapter 1: Tree Planting and Early Care) for guidelines about minimum tree bed size.

Examples of minimum sidewalk width include:

- Sidewalks in the Triangle Overlay District shall be a minimum of 12-feet wide.
- Sidewalks along Woodward Avenue shall be a minimum of 7-feet wide.



- The Planning Board may allow the sidewalk along blocks that are occupied by only residential uses to be a minimum of 5-feet wide.

### **Street Tree Planting Requirements**

The City of Birmingham Zoning Ordinance states that one canopy tree must be provided for every 40-feet of frontage planted within tree grates or lawn strips in the sidewalk. Refer to the Landscape Standards section of this manual and the City Zoning Ordinance, as well as the Chapter 1 of this manual (Tree Planting and Early Care).

### **Visual and Noise Screening**

The Zoning Ordinance states that no irritating noise can emanate from air conditioning units or other mechanical equipment, which would adversely affect the peace and tranquility of adjacent residents. The City may require additional yard setbacks to mitigate the noise. When properly designed, vegetated screens and trees can significantly reduce noise levels and should be utilized to do so when designing the landscaping of a site. Trees and other vegetation can also create visual screens and barriers that improve aesthetics and privacy, as well as providing environmental benefits.

### **Vision Clearance Standards**

The Zoning Ordinance requires corner lots to keep vegetation maintained to a height that does not obscure the visions of drivers using the street. Refer to the Tree Preservation Ordinance section of this manual for information about pruning private trees for other clearance standards. Planting trees in the right location will minimize the amount clearance-related maintenance needed (See Chapter 1: Tree Planting and Early Care).

## DEFINITIONS

**American National Standards Institute (ANSI):** ANSI is a private, nonprofit organization that facilitates the standardization work of its members in the United States. ANSI's goals are to promote and facilitate voluntary consensus standards and conformity assessment systems, and to maintain their integrity.

**ANSI A300:** Tree care performance parameters established by ANSI that can be used to develop specifications for tree maintenance.

**Arboriculture:** The art, science, technology, and business of commercial, public, and utility tree care.

**Benefit:** See Tree Benefit.

**Caliper Measurement (Caliper):** Refers to the diameter of the tree. For trees that are less than 4 inches in diameter, the caliper measurement is taken at 6 inches above ground level, or if purchasing directly from a nursery, at 6 inches above the root flare. For trees that are 4 to 12 inches in diameter, the measurement is taken at 12 inches above ground level, or above the root flare. For trees that are greater than 12 inches in diameter, the measurement is taken at breast height, 4.5 feet above the ground.

**Canopy:** Branches and foliage that make up a tree's crown.

**Canopy Cover:** As seen from above, it is the area of land surface that is covered by tree canopy.

**Canopy Tree:** A deciduous tree which has a mature crown (spread of greater than 15 feet) and a mature height of 40 or more feet in southern Michigan and which has a trunk with at least 5 feet of clear stem at maturity.

**Certified Arborist:** An individual who has received training and has knowledge in all aspects of arboriculture and is a Certified Arborist through the International Society of Arboriculture. ISA Certified Arborists also adhere to the Code of Ethics that strengthens the credibility and reliability of the workforce.

**Compaction (Soil Compaction):** Compression of the soil that causes the upper layer to become impermeable to water. Compaction may be caused by heavy machinery, vehicular or pedestrian traffic, storage of vehicles and construction materials, structures, paving, or other activities.

**Condition (Tree Condition):** The general condition of each tree rated during the inventory or inspection according to the following categories adapted from the International Society of Arboriculture's rating system: Excellent (100%), Very Good (90%), Good (80%), Fair (60%), Poor, (40%), Critical (20%), Dead (0%).

**Contracted Arborist ("Staff Arborist"):** The designee of the Director of Public Services, who is assigned with the responsibilities of administration and enforcement of the tree preservation ordinance in conjunction with the Community Development Department. The City contracts an ISA Certified Arborist to perform tree work and inspections. Referred to as "Staff Arborist" in Tree Preservation Ordinance. See also: Certified Arborist.

**Cycle:** Planned length of time between vegetation maintenance activities.

**Deciduous Tree:** A tree with foliage that is shed annually.

**DBH:** See Diameter at Breast Height.

**Diameter at Breast Height (DBH):** The diameter of the tree measured 4.5 feet above the ground.

**Dripline:** An imaginary vertical line that extends downward from the outermost tips of tree branches to the ground.

**Evergreen Tree:** A tree with foliage that persists and remains green year-round.

**Extreme-risk tree:** Trees rated to be Extreme-Risk cannot be cost-effectively or practically treated. Most Extreme-Risk trees have multiple and significant defects present in the trunk, crown, or roots. Defective trees and/or tree parts are most likely larger than 20 inches in diameter and can be found in areas of frequent occupation, such as a main thoroughfare, congested streets, and/or near schools.

**Failure:** In terms of tree management, failure is the breakage of stem or branches, or loss of mechanical support of the tree's root system.

**Genus (*pl. genera*):** A taxonomic category ranking below a family and above a species and generally consisting of a group of species exhibiting similar characteristics. In taxonomic nomenclature, the genus name is used, either alone or followed by a Latin adjective or epithet, to form the name of a species.

**Grass:** Any family of plants with narrow leaves normally grown as permanent lawns in southern Michigan.

**Height:** Refers to the vertical distance between the collar (the line of junction between the root and its stem/ trunk) and the top of the tree.

**High-risk tree:** Trees that cannot be cost-effectively or practically treated. Most high-risk trees have multiple or significant defects affecting more than 40% of the trunk, crown, or critical root zone. Defective trees and/or tree parts are most likely between 4–20 inches in diameter and can be found in areas of frequent occupation, such as a main thoroughfare, congested streets, and/or near schools.

**Impervious Surface:** Any material which prevents the infiltration of surface water, such as concrete, blacktop, asphalt, brick, stone or a similar material, but excluding sidewalks 3 feet or less in width.

**Invasive, exotic tree:** A tree species that is out of its original biological community. Its introduction into an area causes or is likely to cause economic or environmental harm, or harm to human health. An invasive, exotic tree can thrive and spread aggressively outside its natural range. An invasive species that colonizes a new area may gain an ecological edge since the insects, diseases, and foraging animals that naturally keep its growth in check in its native range are not present in its new habitat.

**Inventory:** See Tree Inventory.

**J-Root:** A dysfunctional root system found in nursery tree stock in which the tree roots form a "J" shape, resulting in the absence of a root system and root flare on one side of the tree.

**Large Tree (Large-statured Tree):** A tree species that can grow to a height of greater than 40 feet at maturity.

**Low-risk tree:** Trees with minor visible structural defects or wounds in areas with moderate to low public access.

**Medium Tree (Medium-statured Tree):** A tree species that can grow to a height of 30 to 40 feet at maturity.

**Moderate-risk tree:** Trees with defects that may be cost-effectively or practically treated. Most Moderate-Risk trees exhibit several moderate defects affecting more than 40% of a tree's trunk, crown, or critical root zone.

**Monoculture:** A population dominated by one single species or very few species.

**Open Space:** All area of a lot except the areas occupied by a building, structure or impervious surface, excluding items listed in 4.30(C), Projections into Required Open Spaces. See Open Space, Percent.

**Park:** A recreational facility which may include playgrounds, playfields, sport courts, and incidental structures associated with such land uses (e.g., bleachers, benches).

**Pruning (Trimming):** The selective removal of plant parts to meet specific goals and objectives.

**Removal (Tree Removal):** The elimination, movement, or taking away of any owned tree from its present location.

**Right-of-Way (ROW):** A strip of land generally owned by a public entity over which facilities, such as highways, railroads, or power lines, are built. A utility right-of-way is owned by the utility company.

**Risk:** Combination of the probability of an event occurring and its consequence.

**Risk Assessment (Tree Risk Assessment):** A tree risk assessment is the systematic process to identify, analyze, and evaluate tree risk, based on International Society of Arboriculture industry standards.

**Root Protection Zone:** The area on a site proposed for development that will not be disturbed by grading, storage of materials, or disturbance of any kind; usually the radius within the tree's dripline. The staff arborist may expand or contract the Root Protection Zone based on the species, age, or health of the trees or on site-specific conditions, to improve the chances that the tree will not be damaged during construction and to permit construction to take place.

**Shrub:** A woody plant less than 15 feet in mature height, consisting of several small stems from the ground or small branches near the ground, which may be deciduous or evergreen.

**Small Tree (Small-statured Tree):** A tree species that will grow to a height of less than 30 feet at maturity.

**Soil Compaction:** See Compaction.



**Species:** Fundamental category of taxonomic classification, ranking below a genus or subgenus, and consisting of related organisms capable of interbreeding.

**Staff Arborist:** See Contracted Arborist.

**Stem:** Trunk; A woody structure bearing buds, foliage, and giving rise to other stems.

**Street Tree:** A street tree is defined as a tree within the right-of-way.

**Street Right-of-Way (ROW):** See Right-of-Way.

**Structural Defect:** A feature, condition, or deformity of a tree or tree part that indicates weak structure and contributes to the likelihood of failure.

**Target:** Used in risk assessment. Any object that may be hit in the event of a tree or partial tree failure. This may include people, vehicles, buildings, or other structures.

**Topping:** Characterized by reducing tree size using internodal cuts without regard to tree health or structural integrity; this is not an acceptable pruning practice.

**Training:** See Young Tree Training.

**Tree:** A tree is defined as a perennial woody plant that may grow more than 20 feet tall. Characteristically, it has one main stem, although many species may grow as multi-stemmed forms.

**Tree Benefit:** An economic, environmental, or social improvement that benefits the community and results mainly from the presence of a tree. The benefit received has real or intrinsic value associated with it.

**Tree Inventory:** Comprehensive database containing information or records about individual trees typically collected by an arborist.

**Tree Preservation Ordinance:** Tree preservation ordinances are policy tools used by communities striving to attain a healthy, vigorous, and well-managed urban forest. Tree preservation ordinances simply provide the authorization and standards for tree care and tree management activities.

**Tree Service:** A business offering the service of removing, transplanting or the trimming of trees to the public.

**Tree Size:** A tree's diameter measured to the nearest inch in 1-inch size classes at 4.5 feet above ground, also known as diameter at breast height (DBH) or diameter.

**Tree Survey and Protection Plan:** A written plan having text and graphic illustrations indicating the methods that are used to preserve City-owned trees and privately owned trees on adjacent property during development.

**Urban Forest:** All the trees within a municipality or a community. This can include the trees along streets or rights-of-way, in parks and greenspaces, in forests, and on private property.

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**Utility Pruning:** Selective pruning to prevent the loss of service, comply with mandated clearance laws, prevent damage to equipment, avoid access impairment, and uphold the intended usage of the facility/utility space.

**Trimming (Tree Trimming):** See Pruning.

**Young Tree Training (Young Tree Pruning):** Pruning of young trees to correct or eliminate weak, interfering, or objectionable branches to improve structure. These trees can be up to 20 feet tall and can be worked with a pole pruner by a person standing on the ground.

## APPENDICES

## APPENDIX A RECOMMENDED TREE SPECIES

Deciduous Trees						
Large Deciduous Trees: Greater than 45 Feet in Height at Maturity						
Common Name	Scientific Name	Growth shape	Native to Michigan	Additional Information	Species Abundance in Birmingham	Recommended Use
baldcypress	<i>Taxodium distichum</i>	Pyramidal	Native to adjacent states	Drought and flood tolerant, tolerant of salt spray, prefers acidic soil, no serious pests	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
beech, American	<i>Fagus grandifolia</i>	Round	Native	May be difficult to find in nurseries, prefers acidic soil	Currently very few	Parks, Yard tree
beech, European	<i>Fagus sylvatica</i>	Pyramidal, Round	Non-native	Drought and flood intolerant, salt intolerant	Currently very few	Residential street tree, Parks, Yard tree
birch, river	<i>Betula nigra</i>	Pyramidal, Round	Native	Flood tolerant, intolerant of alkaline soil, ALB host, recommended cultivars 'Dura-Heat' and 'Heritage'	Currently very few	Residential street tree, Parks, Yard tree
corktree, Amur	<i>Phellodendron amurense</i>	Open, Round	Non-native	Plant male cultivars only (male trees are fruitless, female trees have invasive potential), moderately tolerant of drought and salt, flood intolerant	Currently very few	Residential street tree, Parks, Yard tree
cucumbertree	<i>Magnolia acuminata</i>	Oval, Pyramidal	Native to Ohio and Indiana	Showy flowers, salt intolerant, drought and flood intolerant, no serious pests	Currently very few	Residential street tree, Parks, Yard tree
elm, American	<i>Ulmus americana</i>	Vase	Native	Drought and flood tolerant, salt tolerant, highly tolerant of urban conditions, ALB host, plant Dutch elm disease resistant cultivars, recommended cultivars: Jefferson, New Harmony, Princeton, Valley Forge	Currently few	Commercial street tree, Residential street tree, Parks, Yard tree
elm, Chinese	<i>Ulmus parvifolia</i>	Round	Non-native	Drought and flood tolerant, salt tolerant, ALB host	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
elms, hybrid	<i>Ulmus</i> x	Vase, Arching, Oval, Upright	Non-native, various hybrids between native American elms and European and Asian elm species	Drought and flood tolerant, salt tolerant, highly tolerant of urban conditions, ALB host, resistant to Dutch elm disease, recommended varieties: Accolade, Frontier, Homestead, Patriot, Pioneer, Regal	Currently few	Commercial street tree, Residential street tree, Parks, Yard tree
ginkgo	<i>Ginkgo biloba</i>	Broad, Pyramidal, Upright	Non-native	Drought tolerant, no serious pests, plant male trees only, columnar cultivars are available for sites with restricted aboveground space	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
hackberry	<i>Celtis occidentalis</i>	Oval, Round, Vase	Native	ALB host, drought and flood tolerant	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
hazel, Turkish	<i>Corylus colurna</i>	Oval, Pyramidal	Non-native	Drought tolerant, salt intolerant, no serious pests	Currently very few	Commercial street tree (use sparingly), Residential street tree, Parks, Yard tree



Large Deciduous Trees: Greater than 45 Feet in Height at Maturity ( <i>continued</i> )						
Common Name	Scientific Name	Growth shape	Native to Michigan	Additional Information	Species Abundance in Birmingham	Recommended Use
hickory, bitternut	<i>Carya cordiformis</i>	Oval, Round, Upright	Native	May be difficult to find in nurseries, edible fruit	Currently very few	Residential street tree (use sparingly), Parks, Yard tree
hickory, shagbark	<i>Carya ovata</i>	Irregular, Oval	Native	May be difficult to find in nurseries, drought tolerant, edible fruit, attractive bark	Currently very few	Residential street tree (use sparingly), Parks, Yard tree
hickory, shellbark	<i>Carya laciniosa</i>	Oval	Native	May be difficult to find in nurseries, prefers moist soil, intolerant of alkaline soil, edible fruit	Currently very few	Residential street tree (use sparingly), Parks, Yard tree
honeylocust, thornless	<i>Gleditsia triacanthos f. inermis</i>	Broad, Round	Native	Drought and flood tolerant, salt tolerant, no serious pests	Use sparingly, species currently overrepresented	Commercial street tree, Residential street tree, Parks, Yard tree
Japanese pagoda tree	<i>Styphnolobium japonicum</i>	Round	Non-native	Drought tolerant, salt tolerant, messy fruit, potentially invasive, avoid planting near natural areas	Currently very few	Commercial street tree, Residential street tree
katsura tree	<i>Cercidiphyllum japonicum</i>	Oval, Pyramidal, Round	Non-native	ALB host, flood tolerant, salt tolerant, drought intolerant, plant in protected sites	Currently very few	Residential street tree, Parks, Yard tree
Kentucky coffeetree	<i>Gymnocladus dioica</i>	Irregular, Oval	Native	Drought and flood tolerant, salt tolerant, no serious pests, leaves and seeds are poisonous when ingested, male cultivars are fruitless	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
larch, eastern	<i>Larix laricina</i>	Pyramidal	Native	May be difficult to find in nurseries, flood tolerant, prefers wet sites, drops needles in winter	Currently very few	Parks, Yard tree
larch, European	<i>Larix decidua</i>	Irregular, Pyramidal	Non-native	Drought and flood intolerant, drops needles in winter	Currently very few	Parks, Yard tree
linden, American	<i>Tilia americana</i>	Oval, Pyramidal, Round	Native	Salt intolerant, no serious pests	Currently few	Residential street tree, Parks, Yard tree
linden, littleleaf	<i>Tilia cordata</i>	Oval, Pyramidal, Upright	Non-native	Salt intolerant, drought tolerant, no serious pests	Currently few	Commercial street tree (use sparingly), Residential street tree, Parks, Yard tree
linden, silver	<i>Tilia tomentosa</i>	Pyramidal	Non-native	Salt tolerant, no serious pests	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
London planetree	<i>Platanus × acerifolia</i>	Pyramidal, Rounded	Non-native	Drought and flood tolerant, ALB host, often early leaf drop due to anthracnose	Currently few	Commercial street tree, Residential street tree, Parks, Yard tree
maple, black	<i>Acer saccharum subsp. nigrum</i>	Oval, Round, Upright	Native	Salt intolerant, prefers acidic soil, salt intolerant, flood intolerant	Use sparingly, genus currently overrepresented	Residential street tree, Parks, Yard tree

Large Deciduous Trees: Greater than 45 Feet in Height at Maturity ( <i>continued</i> )						
Common Name	Scientific Name	Growth shape	Native to Michigan	Additional Information	Species Abundance in Birmingham	Recommended Use
maple, Freeman's	<i>Acer freemanii</i>	Columnar, Oval, Pyramidal, Upright	Native	ALB host, moderately tolerant of salt spray, flood tolerant	Use sparingly, genus currently overrepresented	Commercial street tree (use sparingly), Residential street tree, Parks, Yard tree
maple, red	<i>Acer rubrum</i>	Irregular, Oval, Round, Cultivars come in various forms	Native	ALB host, salt intolerant, flood tolerant	Use sparingly, genus currently overrepresented	Residential street tree, Parks, Yard tree
maple, sugar	<i>Acer saccharum</i>	Oval, Round, Upright	Native	ALB host, salt intolerant, fall color	Use sparingly, genus currently overrepresented	Residential street tree, Parks, Yard tree
oak, bur	<i>Quercus macrocarpa</i>	Upright, Oval, Spreading	Native	Drought and flood tolerant, moderately salt tolerant, no serious pests, some resistance to oak wilt	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
oak, English	<i>Quercus robur</i>	Oval, Rounded	Non-native	Drought tolerant, moderately tolerant of salt spray, columnar cultivars are available for sites with restricted aboveground space, some resistance to oak wilt	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
oak, overcup	<i>Quercus lyrata</i>	Oval, Rounded	Native to Illinois and Indiana	Drought and flood tolerant, some resistance to oak wilt	Currently very few or none	Residential street tree, Parks, Yard tree
oak, swamp white	<i>Quercus bicolor</i>	Upright, Oval, Rounded	Native	Drought and flood tolerant, moderately salt tolerant, no serious pests, some resistance to oak wilt	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
oak, white	<i>Quercus alba</i>	Broad, Irregular, Round	Native	Fall color, intolerant of alkaline soil, drought and flood intolerant, some resistance to oak wilt	Currently very few	Commercial street tree (use sparingly), Residential street tree, Parks, Yard tree
redwood, dawn	<i>Metasequoia glyptostroboides</i>	Upright, Pyramidal	Non-native	Flood tolerant, intolerant of alkaline soil, no serious pests	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
sweet-gum, American	<i>Liquidambar styraciflua</i>	Pyramidal, Oval	Native to Ohio and Illinois	Recommended cold hardy cultivar 'Moraine', fall color, messy gumball fruit, no serious pests, intolerant of alkaline soil, columnar cultivar 'Slender 'Silhouette' for sites with restricted aboveground space	Currently few	Residential street tree, Parks, Yard tree
tuliptree	<i>Liriodendron tulipifera</i>	Pyramidal, Oval	Native	Showy flowers, no serious pests, salt intolerant, weak wood	Currently few	Residential street tree, Parks, Yard tree
tupelo, black	<i>Nyssa sylvatica</i>	Pyramidal, Oval	Native	Fall color, intolerant of alkaline soil, no serious pests	Currently very few	Commercial street tree (use sparingly), Residential street tree, Parks, Yard tree
walnut, black	<i>Juglans nigra</i>	Round	Native	May be difficult to find in nurseries, messy fruit, can stunt growth of other trees, plant near trees tolerant of black walnut toxicity	Currently very few	Residential street tree (use sparingly), Parks, Yard tree
zelkova, Japanese	<i>Zelkova serrata</i>	Vase	Non-native	Drought and flood tolerant, salt tolerant, no serious pests, cultivars come in various sizes and forms, columnar cultivar 'Musashino' for sites with restricted aboveground space	Currently few	Commercial street tree, Residential street tree, Parks, Yard tree

Medium Deciduous Trees: 31 to 45 Feet in Height at Maturity						
Common Name	Scientific Name	Growth shape	Native to Michigan	Additional Information	Species Abundance in Birmingham	Recommended Use
buckeye, Ohio	<i>Aesculus glabra</i>	Round	Native	Moderately drought and flood tolerant, intolerant of soil salt, prefers acidic soil, ALB host	Currently very few or none	Residential street tree, Parks, Yard tree
cherry, amur choke	<i>Prunus maackii</i>	Pyramidal, Rounded	Non-native	Drought tolerant, heat intolerant, plant in protected sites	Currently very few or none	Residential street tree, Parks, Yard tree
cherry, Sargent	<i>Prunus sargentii</i>	Vase	Non-native	Salt tolerant, showy flowers, susceptible to black knot, columnar cultivar 'Columnaris' for sites with restricted aboveground space	Currently very few or none	Commercial street tree, Residential street tree, Parks, Yard tree
golden rain tree	<i>Koelreuteria paniculata</i>	Rounded	Non-native	Drought and flood tolerant, salt tolerant, no serious pests, columnar cultivars 'Fastigiata' and 'Gold Candle' for sites with restricted aboveground space	Currently very few or none	Commercial street tree, Residential street tree, Parks, Yard tree
hardy rubbertree	<i>Eucommia ulmoides</i>	Broad, Round	Non-native	Drought and flood tolerant, no serious pests	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
hophornbeam, eastern	<i>Ostrya virginiana</i>	Oval, Rounded	Native	Drought tolerant, no serious pests	Currently very few	Commercial street tree (use sparingly), Residential street tree, Parks, Yard tree
hornbeam, European	<i>Carpinus betulus</i>	Oval, Upright	Non-native	Drought and flood tolerant, salt intolerant, columnar cultivar 'Fastigiata' for sites with restricted aboveground space	Currently very few	Commercial street tree (use sparingly), Residential street tree, Parks, Yard tree
horse-chestnut, red	<i>Aesculus × carnea</i>	Upright, Oval	Non-native	Drought and flood intolerant, tolerant of salt spray, prefers acidic soil, ALB host	Currently very few	Commercial street tree (use sparingly), Residential street tree, Parks, Yard tree
maackia, Amur	<i>Maackia amurensis</i>	Round, Vase	Non-native	Drought tolerant, showy flowers, attractive exfoliating bark, no serious pests	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
maple, three-flowered	<i>Acer triflorum</i>	Oval, Upright	Non-native	Flood intolerant, intolerant of alkaline soil	Use sparingly, genus currently overrepresented	Residential street tree, Parks, Yard tree
mountain silverbell	<i>Halesia tetraptera</i>	Broad, Rounded	Native	Prefers acidic soil, no serious pests	Currently very few or none	Residential street tree, Parks, Yard tree
parrotia, Persian	<i>Parrotia persica</i>	Rounded, Vase	Non-native	Drought tolerant, salt intolerant, flood intolerant	Currently very few	Commercial street tree (use sparingly), Residential street tree, Parks, Yard tree
smoketree, American	<i>Cotinus obovatus</i>	Irregular, Oval, Upright, Shrub	Native to southern United States	Showy flowers, fall color	Currently very few	Parks, Yard tree
yellowwood, American	<i>Cladrastis kentukea</i>	Rounded, Vase	Native to adjacent states	Showy flowers, fall color, no serious pests	Currently very few	Residential street tree, Parks, Yard tree

Small Deciduous Trees: 15 to 30 Feet in Height at Maturity						
Common Name	Scientific Name	Growth shape	Native to Michigan	Additional Information	Species Abundance in Birmingham	Recommended Use
cherry, common choke	<i>Prunus virginiana</i>	Irregular, Oval, Round, Thicket-forming	Native	Showy flowers, drought tolerant, susceptible to many pests and diseases	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
cherry, Japanese flowering	<i>Prunus serrulata</i>	Round, Vase	Non-native	Showy flowers, salt tolerant, drought and flood intolerant, susceptible to many pests and diseases, columnar cultivar 'Amanogawa' for sites with restricted aboveground space	Currently very few or none	Commercial street tree, Residential street tree, Parks, Yard tree
crabapple, flowering	<i>Malus</i> spp.	Rounded	Native to region	Drought tolerant, flood intolerant, moderately salt tolerant, prefers acidic soil, choose disease resistant cultivars, columnar cultivars are available for sites with restricted aboveground space	Currently few	Commercial street tree, Residential street tree, Parks, Yard tree
dogwood, cornelian cherry	<i>Cornus mas</i>	Multi-stemmed, Oval, Round	Non-native	Showy flowers, showy fruit, fall color	Currently very few or none	Residential street tree (use sparingly), Parks, Yard tree
dogwood, flowering	<i>Cornus florida</i>	Round	Native	Showy flowers, drought and flood intolerant, salt intolerant, plant in protected sites with part shade, requires acidic soil, no serious pests	Currently very few	Residential street tree (use sparingly), Parks, Yard tree
dogwood, Kousa	<i>Cornus kousa</i>	Round	Non-native	Showy flowers, flood intolerant, plant in protected sites with part shade, prefers acidic soil, no serious pests	Currently very few	Residential street tree (use sparingly), Parks, Yard tree
fringetree, Chinese	<i>Chionanthus retusus</i>	Round, Vase	Non-native	Showy flowers, drought and flood intolerant, salt intolerant	Currently very few or none	Residential street tree, Parks, Yard tree
fringetree, white	<i>Chionanthus virginicus</i>	Oval, Rounded	Native to Ohio	Showy flowers, drought and flood intolerant, intolerant of salt spray, may have potential to become emerald ash borer host	Currently very few or none	Residential street tree, Parks, Yard tree
hawthorn species	<i>Crataegus</i> spp.	Round	Native	Showy fruit and flowers, drought tolerant, salt intolerant, many suitable species and varieties, choose rust resistant varieties or plant away from <i>Juniperus</i> spp.	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
hornbeam, American	<i>Carpinus caroliniana</i>	Round	Native	Salt intolerant, flood tolerant, no serious pests	Currently very few	Residential street tree, Parks, Yard tree
lilac, Japanese tree	<i>Syringa reticulata</i>	Oval, Rounded	Non-native	Showy flowers, moderately drought tolerant, salt tolerant, no serious pests	Currently very few	Commercial street tree, Residential street tree, Parks, Yard tree
lilac, Pekin	<i>Syringa pekinensis</i>	Multi-stemmed, Oval, Round, Upright	Non-native	Attractive peeling bark, showy flowers, moderately salt tolerant	Currently very few or none	Commercial street tree, Residential street tree, Parks, Yard tree
magnolia, saucer	<i>Magnolia x soulangeana</i>	Pyramidal, Round	Non-native	Showy flowers, drought and flood intolerant, salt intolerant, plant in protected sites with full sun or part shade, no serious pests	Currently very few	Residential street tree, Parks, Yard tree
magnolia, star	<i>Magnolia stellata</i>	Multi-stemmed, Round	Non-native	Showy flowers, drought and flood intolerant, moderately salt tolerant, plant in protected sites with full sun or part shade, no serious pests	Currently very few or none	Residential street tree, Parks, Yard tree



Small Deciduous Trees: 15 to 30 Feet in Height at Maturity ( <i>continued</i> )						
Common Name	Scientific Name	Growth shape	Native to Michigan	Additional Information	Species Abundance in Birmingham	Recommended Use
maple, Japanese	<i>Acer palmatum</i>	Broad, Multi-stemmed, Round, Weeping, Shrub-like	Non-native	Drought intolerant, plant in protected sites with part shade, rarely ALB host	Use sparingly, genus currently overrepresented	Parks, Yard tree
maple, paperbark	<i>Acer griseum</i>	Oval, Round, Upright	Non-native	Flood tolerant, ALB host	Use sparingly, genus currently overrepresented	Residential street tree, Parks, Yard tree
maple, Shantung	<i>Acer truncatum</i>	Oval, Round, Upright	Non-native	Drought tolerant, prefers acidic soil, fall color, ALB host	Use sparingly, genus currently overrepresented	Residential street tree, Parks, Yard tree
maple, trident	<i>Acer buergerianum</i>	Oval, Rounded	Non-native	Drought tolerant, salt tolerant, ALB host	Use sparingly, genus currently overrepresented	Residential street tree, Parks, Yard tree
redbud, eastern	<i>Cercis canadensis</i>	Rounded, Irregular, Vase	Native	Showy flowers, sensitive species, drought and flood intolerant, salt intolerant, plant in protected sites with part shade, no serious pests	Currently very few	Residential street tree, Parks, Yard tree
serviceberry, Allegheny	<i>Amelanchier laevis</i>	Irregular, Multi-stemmed, Narrow, Round	Native	Flood tolerant, salt intolerant, showy flowers, edible fruit, no serious pests, columnar cultivar 'Cumulus' for sites with restricted aboveground space	Currently very few	Residential street tree, Parks, Yard tree
serviceberry, downy	<i>Amelanchier arborea</i>	Upright	Native	Drought and flood tolerant, prefers acidic soil, edible fruit, showy flowers	Currently very few	Residential street tree, Parks, Yard tree
serviceberry, juneberry	<i>Amelanchier x grandiflora</i>	Multi-stemmed, Round, Upright	Native, hybrid of native <i>Amelanchier</i> spp.	Flood intolerant, edible fruit, showy flowers	Currently very few	Residential street tree, Parks, Yard tree
snowbell, Japanese	<i>Styrax japonicus</i>	Rounded	Non-native	Drought tolerant, prefers acidic soil, no serious pests	Currently very few or none	Residential street tree, Parks, Yard tree
witch-hazel, common	<i>Hamamelis virginiana</i>	Shrub, Irregular, Round, Upright	Native	Drought intolerant, salt tolerant, no serious pests	Currently very few	Parks, Yard tree

Evergreen Trees						
Large Evergreen Trees: Greater than 45 Feet in Height at Maturity						
Common Name	Scientific Name	Growth shape	Native to Michigan	Additional Information	Species Abundance in Birmingham	Recommended Use
cedar, Atlantic white	<i>Chamaecyparis thyoides</i>	Columnar, Narrow	Native to eastern United States	Drought intolerant, prefers acidic soil, no serious pests	Currently very few or none	Residential street tree (use sparingly), Parks, Yard tree
falsecypress, Nootka	<i>Chamaecyparis nootkatensis</i>	Columnar, Pyramidal, Upright	Native to western United States	Cold hardy, no serious pests	Currently very few or none	Residential street tree (use sparingly), Parks, Yard tree
fir, balsam	<i>Abies balsamea</i>	Mounded, Pyramidal	Native	Cold hardy, salt intolerant	Currently very few	Parks, Yard tree
fir, Douglas	<i>Pseudotsuga menziesii</i>	Pyramidal	Native to western United States	Moderately salt tolerant, drought and flood intolerant	Currently very few	Parks, Yard tree
fir, fraser	<i>Abies fraseri</i>	Pyramidal	Native to southeastern United States	May be difficult to find in nurseries, prefers acidic soil, no serious pests	Currently very few	Parks, Yard tree
fir, white	<i>Abies concolor</i>	Pyramidal	Native to western United States	Cold hardy, drought tolerant, salt intolerant, no serious pests	Currently very few	Parks, Yard tree
hemlock, eastern	<i>Tsuga canadensis</i>	Pyramidal	Native	Cold tolerant, salt intolerant, drought and flood intolerant, heat intolerant	Currently very few	Parks, Yard tree
holly, American	<i>Ilex opaca</i>	Pyramidal	Native to Indiana and Ohio	Salt tolerant, prefers acidic soil, marginally hardy	Currently very few or none	Residential street tree (use sparingly), Parks (use sparingly), Yard tree (use sparingly)
pine, eastern white	<i>Pinus strobus</i>	Broad, Irregular, Pyramidal	Native	Cold tolerant, salt intolerant, drought intolerant	Currently very few	Parks, Yard tree
spruce, Norway	<i>Picea abies</i>	Pyramidal	Non-native	Drought and flood intolerant, moderately salt tolerant, susceptible to several diseases and pests	Currently very few	Parks, Yard tree
spruce, Oriental	<i>Picea orientalis</i>	Pyramidal	Non-native	Salt intolerant	Currently very few or none	Parks, Yard tree
spruce, Serbian	<i>Picea omorika</i>	Narrow, Pyramidal	Non-native	Flood intolerant, moderately drought tolerant, salt intolerant, shelter from strong winds	Currently very few or none	Parks, Yard tree
spruce, white	<i>Picea glauca</i>	Pyramidal	Native	Drought and flood intolerant, salt intolerant	Currently very few	Parks, Yard tree

Medium Evergreen Trees: 31 to 45 Feet in Height at Maturity						
Scientific Name	Common Name	Growth shape	Native to Michigan	Additional Information	Species Abundance in Birmingham	Recommended Use
cedar, eastern red	<i>Juniperus virginiana</i>	Narrow, Pyramidal, Upright	Native	Salt tolerant, drought tolerant	Currently very few	Commercial street tree (use sparingly), Residential street tree, Parks, Yard tree
pine, lacebark	<i>Pinus bungeana</i>	Broad, Pyramidal	Non-native	Flood intolerant, salt intolerant	Currently very few or none	Parks, Yard tree
pine, limber	<i>Pinus flexilis</i>	Upright, Pyramidal	Native to western United States	Drought tolerant, no serious pests	Currently very few	Parks, Yard tree
pine, Swiss stone	<i>Pinus cembra</i>	Columnar, Narrow, Pyramidal, Upright	Non-native	Tolerant of salt spray, drought tolerant, cold tolerant	Currently very few or none	Parks, Yard tree
arborvitae	<i>Thuja occidentalis</i>	Narrow, Pyramidal, Round	Native	Moderately salt tolerant, medium to large tree	Currently very few	Parks, Yard tree
Small Evergreen Trees: 15 to 30 Feet in Height at Maturity						
Scientific Name	Common Name	Growth shape	Native to Michigan	Additional Information	Species Abundance in Birmingham	Recommended Use
pine, mugo	<i>Pinus mugo</i>	Mounded, Shrub-like	Non-native	Tolerant of alkaline soil, flood intolerant	Currently very few or none	Parks, Yard tree
yew, Japanese	<i>Taxus cuspidata</i>	Broad, Irregular, Pyramidal, Upright	Non-native	Flood intolerant	Currently very few	Parks, Yard tree
juniper, Chinese	<i>Juniperus chinensis</i>	Creeping, Narrow, Oval, Pyramidal, Round, Upright	Non-native	Rust host, plant in full sun, moderately salt tolerant, drought tolerant, sizes vary by cultivar	Currently very few or none	Parks, Yard tree

*This recommended species list was compiled through the use of the references Dirr's Hardy Trees and Shrubs (Dirr, 2003), Manual of Woody Landscape Plants (5th Edition) (Dirr, 1998), The Morton Arboretum's Tree Selector (mortonarb.org), Missouri Botanical Garden Plant Finder (missouribotanicalgarden.org), and the USDA Forest Service species fact sheets and website.*

## APPENDIX B

### PROHIBITED SPECIES LIST

Common Name	Scientific Name
Ash	<i>Fraxinus</i> spp.
Boxelder	<i>Acer negundo</i>
Catalpa	<i>Catalpa</i> spp.
Common Buckthorn	<i>Rhamnus cathartica</i>
Common Privet	<i>Ligustrum vulgare</i>
Cottonwood	<i>Populus deltoides</i>
Dame's Rocket	<i>Hesperis matronalis</i>
Elm (except disease-resistant varieties)	<i>Ulmus</i> spp.
English Ivy	<i>Hedera helix</i>
Euonymus	<i>Euonymus</i> spp.
Garlic Mustard	<i>Alliaria petiolata</i>
Honeysuckle	<i>Lonicera</i> spp.
Horse Chestnut (nut bearing)	<i>Aesculus hippocastanum</i>
Japanese Barberry	<i>Berberis thunbergii</i>
Kentucky Bluegrass	<i>Poa pratensis</i>
Mulberry Trees	<i>Morus</i> spp.
Multiflora Rose	<i>Rosa multiflora</i>
Norway Maple	<i>Acer platanoides</i>
Orchard Grass	<i>Dactylis glomerata</i>
Oriental Bittersweet	<i>Celastrus orbiculatus</i>
Periwinkle	<i>Vinca</i> spp.
Poison Ivy	<i>Toxicodendron radicans</i>
Poplar	<i>Populus</i> spp.
Purple Loosestrife	<i>Lythrum salicaria</i>
Quack Grass	<i>Elymus repens</i>
Ribes (Gooseberry)	<i>Ribes</i> spp.
Siberian Elm	<i>Ulmus pumila</i>
Soft Maple (Red, Silver)	<i>Acer rubrum</i> , <i>Acer saccharinum</i> , <i>Acer freemanii</i>
Succulent fruit bearing trees	
Tree of Heaven	<i>Ailanthus altissima</i>
White Clover	<i>Trifolium repens</i>
Willow	<i>Salix</i> spp.
Winged Wahoo	<i>Euonymus alatus</i>



## APPENDIX C

### TREE AND SHRUB WORK PERMIT APPLICATION



DEPARTMENT OF PUBLIC SERVICES  
851 South Eton Street  
(248) 530-1700

## TREE AND SHRUB WORK APPLICATION

*Tree service businesses performing work within city limits, whether on public or private property, must be registered with the City Clerk's Office.*

Address of Work Site: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner of the Work Site specified above, to execute the work described below on trees or shrubs located within the street right-of-way adjacent to the Work Site specified. The name(s) and address(es) of applicant(s) are as follows:

### Property Owner of the Work Site

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Applicant (if someone other than the Property Owner)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*Mark the boxes of all tree maintenance categories that represent the work being applied for:*

☐ Planting    ☐ Pruning    ☐ Removal    ☐ Root Pruning    ☐ Pest/Disease Treatment (specify below)    ☐ Other

Description of Work: \_\_\_\_\_

### REPLACEMENT TREES ARE TO BE AT LEAST 3"-3½" CALIPER, BALLED & BURLAPPED, NURSERY STOCK GRADE 1 OR BETTER.

This permit is being issued with the understanding that the work above mentioned would be done in accordance with accepted arboricultural practices and under the following conditions:

1. Any violation of the permit specifications is subject to penalties provided in the Birmingham City Code Chapter 118, Section 118-28.
2. The City of Birmingham is under no contractual obligation and assumes no liability for damages incurred as a result of granting this permit.
3. The owner and/or applicant agree to do the work as stated above and to accept complete financial responsibility for any damages resulting therefrom.
4. Owner agrees that if work is improperly accomplished, the city shall have the right to make the necessary corrections and bill said owner of adjacent property for this work.
5. If permit is not signed by the owner of the adjacent property, the applicant agrees to accept all liability for work done and further states that said work is being done with the expressed permission and approval of the owner.
6. The owner/applicant waives any claim to ownership of the city property under any theory of law.

### This Section is for City Use Only

Permit is hereby granted to \_\_\_\_\_

*Applicant*

Permit issued on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
*Day Month Year*

by \_\_\_\_\_ at the Department of Public Services.  
*City Representative*

This permit is non-transferable and expires on \_\_\_\_\_  
*Expiration Date*

Tree Site ID \_\_\_\_\_



# Basic Tree Risk Assessment Form

Client Alan Walborn Date 4-22-22 Time 9-10am  
 Address/Tree location 1923 Fairview St, Birmingham aK5871692 Tree no. \_\_\_\_\_ Sheet 1 of 2  
 Tree species silver maple Acer Saccharinum dbh 50 inches Height 70' + approximately Crown spread dia. \_\_\_\_\_  
 Assessor(s) Kay Sichenader Tools used mallet, Resistograph Time frame 3 years

## Target Assessment

Target number	Target description	Target protection	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
			Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	people in front yards and street	none	<input checked="" type="checkbox"/>			2	no	no
2	people in cars	some	<input checked="" type="checkbox"/>			2	no	no
3	people in house	yes	<input checked="" type="checkbox"/>			3	no	no
4	house	no	<input checked="" type="checkbox"/>			4	no	no

## Site Factors

History of failures none seen Topography Flat ☒ Slope ☐ \_\_\_\_\_ % Aspect \_\_\_\_\_  
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☒ Describe possible injury with house updating  
 Soil conditions Limited volume ☒ Saturated ☐ Shallow ☐ Compacted ☒ Pavement over roots ☒ \_\_\_\_\_ % Describe on small front lawn  
 Prevailing wind direction W, NW Common weather Strong winds ☒ Ice ☐ Snow ☐ Heavy rain ☒ Describe up to 40mph, 1/4", 6", up to 1" typical

## Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☒ None (dead) ☐ Normal \_\_\_\_\_ % Chlorotic \_\_\_\_\_ % Necrotic \_\_\_\_\_ %  
 Pests/Biotic none obvious and than age Abiotic compaction  
 Species failure profile Branches ☒ Trunk ☒ Roots ☐ Describe Moderate to high frequency failure in general; high rate failure for overmature individuals, per UK Coop Extension

## Load Factors

Wind exposure Protected ☐ Partial ☒ Full ☐ Wind funneling ☐ \_\_\_\_\_ Relative crown size Small ☒ Medium ☐ Large ☐  
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☒ Normal ☐ Dense ☐ Vines/Mistletoe/Moss ☐ \_\_\_\_\_  
 Recent or expected change in load factors \_\_\_\_\_

## Tree Defects and Conditions Affecting the Likelihood of Failure

### — Crown and Branches —

Unbalanced crown ☐ LCR 40 %  
 Dead twigs/branches ☒ 5-10 % overall Max. dia. 2  
 Broken/Hangers Number \_\_\_\_\_ Max. dia. \_\_\_\_\_  
 Over-extended branches ☒  
 Pruning history  
 Crown cleaned ☒ Thinned ☐ Raised ☐  
 Reduced ☐ Topped ☐ Lion-tailed ☒  
 Flush cuts ☐ Other large limb removed west side  
 Cracks ☐ Lightning damage ☐  
 Codominant ☐ Included bark ☐  
 Weak attachments ☒ Cavity/Nest hole \_\_\_\_\_ % circ.  
 Previous branch failures ☐ Similar branches present ☐  
 Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐  
 Conks ☐ Heartwood decay ☐  
 Response growth \_\_\_\_\_

Condition(s) of concern \_\_\_\_\_

Part Size \_\_\_\_\_ Fall Distance 50' +  
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒  
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

Part Size \_\_\_\_\_ Fall Distance \_\_\_\_\_  
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒  
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

### — Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐  
 Codominant stems ☒ Included bark ☐ Cracks ☐  
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐  
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐  
 Cavity/Nest hole 28 % circ. Depth ? Poor taper ☐  
 Lean 12 ° Corrected? trunk @ 3 5' solid on all sides  
 Response growth none significant around cavity-extent of decay unknown  
 Condition(s) of concern decayed S lead over house, over-extended  
 Part Size 1/3 of tree; S lead Fall Distance up to 70'  
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒  
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

### — Roots and Root Collar —

Collar buried/Not visible ☐ Depth \_\_\_\_\_ Stem girdling ☐  
 Dead ☐ Decay ☐ Conks/Mushrooms ☐  
 Ooze ☐ Cavity ☐ \_\_\_\_\_ % circ.  
 Cracks ☐ Cut/Damaged roots ☐ Distance from trunk \_\_\_\_\_  
 Root plate lifting ☐ Soil weakness ☐  
 Response growth \_\_\_\_\_  
 Condition(s) of concern two buttresses S and SE are well decayed  
 Part Size whole tree Fall Distance up to about 70'  
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒  
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

[illegible]

Likelihood of Failure	Likelihood of Impact			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Please note, removing such a large portion of the tree will be devastating to its vigor and will cause significant change in the way it experiences loading from wind, rain and snow. In addition, decay will enter and progress relatively rapidly at the cut.

\*Note: If the time frame were 1 year risk is rated low; if five years risk to people would be high

1. Remove decayed south lead overhanging house; inspect base in process; canopy must be balanced and reduced as well-see Notes above.	Residual risk	_____
2. If the lead removal is possible, it is a relatively short-term solution of perhaps up to ten years. Annual inspection and possibly more	Residual risk	_____
3. pruning or installation of support cables may be required.	Residual risk	low
4. remove tree and stump	Residual risk	none

**Overall tree risk rating**      Low ☐    Moderate ☐    High ☒    Extreme ☐

**Overall residual risk**    None ☒    Low ☒    Moderate ☐    High ☐    Extreme ☐    **Recommended inspection interval** annual, if S lead removed.

**Data** ☒ Final ☐ Preliminary **Advanced assessment needed** ☒ No ☐ Yes-Type/Reason and after major storm events.

Inspection limitations ☐None ☐Visibility ☒Access ☐Vines ☐Root collar buried Describe could not test extent of decay at cavity on S lead





**1923 Fairview Street, Birmingham, MI Resistograph Test**  
June 22, 2022

Tree Species: silver maple  
DBH: 50  
Condition: Fair

**Maintenance Recommendations:**

**Option 1.** Removal of entire tree.

**Option 2.** Removal (Pruning) of south leader with annual (or every other year) advanced inspection of tree decay. Tree decay should be measured in multiple locations on the main stem, and in the canopy as needed, approximately every other year indefinitely, as removal of the south leader would create a very large wound that will likely lead to decay. (A Davey Resource Group approximate quote is \$1300 every other year, averaging \$650 per year, for this type of advanced assessment.)

Graph Number	Stem/Leader	Side	Feet from ground	Approximate diameter (inches)	Approximate inches of sound wood at drill location	Notes
1	Main stem	South	2	50	4"	Sleep drop in graph shows signs of compartmentalization
2	Main stem	West	2	50	>14"	Entirely sound wood
3	Main stem	East	2	50	>14"	Sound wood with one defect (could be small crack)
4	Main stem	South	4	50	>14"	Entirely sound wood
5	Main stem	North	2	50	>14"	Entirely sound wood
6	Main Stem/Base of S Lead	South	6	50	>14"	Entirely sound wood
7	S Lead	South	15	28	3"	3" of sound wood
8	S Lead	West	15	28	2"	2" of sound wood
9	S Lead	North	15	28	7"	7" of sound wood with a defect (possible crack) in the middle, near decay pocket. Possible crack this close to decay pocket is more worrisome; 5" of sound wood because of crack
10	N Lead	West	15	25	>14"	Entirely sound wood
11	E Lead	NE	15	22	>14"	Entirely sound wood
12	S Lead	South	10	28	>14"	~6-8 feet below cavity; Almost entirely sound; 1 dip in graph could be initial start of decay or crack
13	S Lead	West	20	23	3"	Above cavity; 3" of sound wound; gradual slope of graph shows signs of poor compartmentalization

## **Limited Warranty**

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG’s entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

# Beier Howlett

ATTORNEYS AND COUNSELORS

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Telephone (248) 282-1075  
Fax (248) 645-9344

July 27, 2022

**\*\*Via Email\*\***

Ms. Lauren Wood  
Director of Public Services  
*City of Birmingham*  
151 Martin Street  
Birmingham, MI 48009

***Re: Tree in Public Right-of-way***

Dear Ms. Wood:

Thank you for providing the information regarding a tree in the public right-of-way at 1923 Fairview Street. I have had an opportunity to read the assessment from Davey Resource Group, which the City paid for in order to have an evaluation of a silver Maple tree. The results included that if the dead portion of this tree were cut, it would leave a tree with a very large wound "that will likely lead to decay." If this tree was left with this cut, the tree would have to be evaluated yearly with an approximate cost of \$1,300 each year. The first option from Davey Resource Group is removal of the entire tree.

Based upon the evaluation, and based upon what would be left of this tree if only a portion of it was removed, it is our legal opinion that leaving a tree with a known defect would be unadvisable to the City. As you know, the City of Birmingham has governmental immunity unless it acts with wanton disregard or gross negligence. It is our opinion that to leave this tree in this condition, could lead to a situation wherein the City could be accused of wanton disregard or gross negligence for leaving a half dead tree. As you know, many storms, both in winter and summer, occur in Michigan, and a tree such as this could fall and be dangerous to property, and more importantly, human life.

In conclusion, it is our legal opinion and recommendation that the City remove this tree as soon as possible.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

**BEIER HOWLETT, P.C.**

  
Mary M. Kucharek

MMK/jc

## OAKLAND

# Pickleball popularity soars, but expansion at Birmingham Country Club is getting pushback



**Frank Witsil**

Detroit Free Press

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Four fit grandmothers in their late 50s and early 60s faced off Thursday morning at Birmingham's Crestview Park for a quick game of pickleball, taking turns — two on each side of the net — swatting a perforated, yellow ball with a pop.

On a 20-foot wide, 44-foot long court — almost half the size of a tennis court — the women also were playing close enough to each other to hold casual conversations without much effort.

The popular summer sport with a quirky name has captivated residents in metro Detroit and communities nationwide. It also has been making headlines as publications hail it as "the fastest-growing game in America."

But even as communities like Birmingham and private country and athletic clubs are creating courts to meet the demand, there also has been pushback to the changes and what Sports Illustrated called the game's "growing pains."

One of them is less than a mile from Crestview Park, where several Beverly Hills residents are quietly organizing to prevent the Birmingham Country Club from adding courts in front of their homes.

In protest, they've lined their yards with "NO PICKLEBALL EXPANSION" signs.

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S.I.'s May article — "'Pickleball is the wild, wild West': Inside the fight over the fastest-growing sport in America" — noted several problems, including "too many leagues," "too many federations," "battling billionaires" and "bad behavior."

The article went deep into the business considerations of the sport.

"Until recently," S.I. said, "pickleball was widely perceived as the last athletic refuge of those who had undergone a knee, hip, or spouse replacement. In reality, the sport — where 300 different paddle manufacturers bear witness to an as-yet unrealized potential — is in the throes of its terrible tweens."

## **It can be an especially social sport**

A big part of pickleball's appeal — particularly for the so-called "hip and spouse replacement" set — is that it is still a fast-paced game but not as physically challenging as tennis.

Balls don't go as far or as fast and the court is smaller, also making it more social.

It also has some of the qualities of badminton and pingpong.

Thursday morning, as the foursome hit dillballs and falafels — names of certain pickleball shots — there was opportunity for plenty of conversation, laughter, and even a little cooing when the granddaughter of two of the players showed up on the sidelines.

"A bunch of hotties over there," Currie Olson, 30, said to the group, which included her 58-year-old mother, Kris Barich, and 61-year-old mother-in-law, Kathy Olson. She explained that she wanted to "come watch for a minute."

The younger Olson pushed a stroller with her 1½-year-old daughter in it.

"It think it's great," Olson said of the courts. "I've seen so many more people here."

## **Outdoor rec and community clashes**

Community clashes about outdoor recreation are hardly new.

For years, suburbs and schools with basketball courts have wrestled with what to do when pickup games got too intense and boisterous. And some residents would voice concerns that those courts would attract players from "other communities."

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Urban areas, like Detroit, don't always have the same kind of public recreation facilities. And when a suburb adds or upgrades a basketball court, it offers a new place for those who didn't have one at which to play.

Five years ago, for example, the small city of Pleasant Ridge wrestled with what to do with its outdoor basketball hoops at Gainsboro Park after what the city manager called "an escalating pattern" of incidents that he said included traffic violations, public urination, and drug citations.

In that case, the city's recreation commission decided to temporarily close its court.

## **Converting tennis courts to pickleball**

In Birmingham, where the fierce foursome of friends played, the city recently transformed Crestview Park's two outdoor tennis courts into pickleball courts so residents could enjoy the game.

"Once you start, you either love it or you hate it," said Carrie Laird, the city's parks and recreation manager. "It's a gathering. You come, you play, you talk. You get to meet new people — and part of the sport is the interaction with others."

And Laird, who is spearheading a more comprehensive upgrade of the courts, said the plans call for entirely upgrading the playing surface — filling in cracks and painting it — by the fall to permanently convert the space into six pickleball courts.

The cost, she said, is a small part of a more than \$11-million parks and recreation bond that was overwhelmingly approved by voters.

One of the other things that is driving the sport is media coverage.

Parade, for instance, recently published a pickleball primer: "What's all the racket about pickleball? Everything you need to know about the growing sport." The nationwide magazine is distributed in Sunday newspapers, including the Free Press.

Far fewer people play pickleball than tennis, which boasts a participation of more than 21 million. But, Parade said, the sport "has been sprouting like a cucumber vine," growing an average of nearly 12% a year for five years to reach 4.8 million.

## **The game 'won over everyone'**

Pickleball's origins date to 1965 as a backyard game on Bainbridge Island, Washington. Joel Pritchard, who later served the state as a U.S representative and lieutenant governor, invented the game with two buddies, Barney McCallum and Bill Bell.

There are at least a couple of accounts of why they called it pickleball. One goes that it reminded them of the pickle boat in crew; another is that it was named after the Pritchard family dog, Pickles.

The game, of course, has its own lingo.

Die-hard players, for instance, call themselves picklers.

As the sport spread, it was adopted by various groups, including community and senior centers, country clubs, and school rec and summer programs. Kids even learned how to play the game.

By 2014, the New York Times ran a speculative headline: "At tennis's sunset, pickleball is rising as an alternative," and then, last year, Vanity Fair published its take: "How pickleball won over everyone from Leonardo DiCaprio to your grandparents."

The 47-year-old heartthrob, the pop culture magazine said, plays every day.

And then, it listed off a who's who of other celebrities who also engage in the game: Larry David, Melinda Gates, Jamie Foxx, the Kardashians, Owen Wilson, Jillian Michaels, Zach Braff, and Giuliana Rancic.

It named pro athletes Russell Wilson and Annika Sörenstam and said the 61-year-old George Clooney self-deprecated that his younger wife, Amal, routinely beats him on their court in L.A.

And then, earlier this year, Washington actually named pickleball its official state sport.

## **'Much easier than tennis'**

Among the women who gathered Thursday to play at the park in Birmingham, Kathy Olson, of Grosse Pointe, was the veteran. She learned to play, she said, at her country club and has been enjoying it for two years.

Jenny Shebib, 59, said the game is easy to play, and "you can get others to join up." It's "much easier than tennis," she said, leaning in and adding — as if she were telling a secret — "it's not as hard on your body."

That's because no matter how hard you hit the ball, it doesn't go far.

Barich said she used to play tennis, and likes pickleball, in part, because it's novel.

Many people just picking the game up, like Barich, are playing for fun, the women said. But, they noted, there are more competitive levels of play: tournaments, leagues and recreational courts with reservation times.

They also agreed, however, that game tends to be louder than tennis.

And with six courts going, Pattie Dull, 59, speculated, it's likely to get even noisier.

## **'All Saturday. All Sunday?'**

That's exactly what residents who live on the edge of the Birmingham Country Club, where another pickleball project is planned, fear. The club, residents say, wants to add pickleball courts and is seeking approval for its proposal.

As a result, some neighbors are politely fighting the club's efforts. They are protesting with yard signs featuring QR codes that send folks to an online Change.org petition they can sign to oppose it.

Unlike tennis and badminton, which use a racket that makes a swish or soft ping sound when it comes in contact with the ball or shuttlecock, a pickleball paddle pops when it hits a ball — and that, to many, gets annoying.

On top of that, the social aspect that makes the game fun, isn't as enjoyable if you have to hear that chatter all day — or worse, the expletives when the picklers miss their shots and lose.

Lisa Hudson, 58, whose home faces the club, said in addition to the noise, she also doesn't want the bright lights the project will bring shining in her large, picture windows.

Nor does she want, she said, the additional traffic on the roadway in front of her house.

The club, which includes a golf course, has plenty of property to install pickleball courts, residents insist. So why — Hudson rhetorically asks — do they have to put them right in front

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of their homes?

"Many of us play pickleball, it's a great sport," the petition says. However, it went on to explain the group's objection to the project: "Imagine having to hear the pop, pop, pop sound of the pickleball, 14 hours a day. All Saturday and all Sunday."

The petition is seeking 100 signatures.

As of Saturday, it had 42, including Hudson's.

## **Can the game's growth be slowed?**

How much of a chance the Beverly Hills residents have at convincing the club to alter its plans is unclear. One challenge they face is that the club is in an entirely different municipality, Bloomfield Township.

It's also fuzzy how open the country club is to compromise.

In two separate calls from the Free Press to the club seeking its position, folks answering the phone initially said that no one was available to answer questions about its pickleball plans.

Then, they said, the club had "no comment" on the matter, and then hung up — twice.

The Free Press made a third inquiry Thursday by email, in case the message wasn't getting through to the right people, and later that day the club's General Manager Taras Strychar responded.

He said via email he was "getting ready for a couple of meetings" and not available, but offered to connect "next week."

"We are still in the planning process of the project," Strychar also wrote, adding the club is "committed to working with Bloomfield Township and the neighbors to be able to address any of the concerns they might have."

And that, the neighbors said, is all they really want: for the club to listen to them and be good sports about their uneasiness about the proposal.

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