

**BIRMINGHAM CITY COMMISSION AGENDA**  
**MARCH 28, 2016**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

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

Rackeline J. Hoff, Mayor

**II. ROLL CALL**

Laura M. Pierce, City Clerk

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

***Announcements:***

- Yard waste collection begins April 6<sup>th</sup>.
- The City Commission Budget Session will be held on Saturday, April 16<sup>th</sup>.

***Appointments:***

- A. Interviews for appointment to the Public Arts Board.
  - 1. Kaitlyn Tuson, 1007 Gardenia Ave, Royal Oak
- B. To appoint\_\_\_\_\_ to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2019.
- C. Resolution appointing Lisa Krueger, as the Advisory Parking Committee member, to the Ad Hoc Rail District Review Committee.
- D. Administration of oath to the board members.

**IV. 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. Approval of City Commission minutes of February 22, 2016.
- B. Approval of City Commission minutes of March 14, 2016.
- C. Approval of warrant list, including Automated Clearing House payments, of March 16, 2016 in the amount of \$920,274.69.
- D. Approval of warrant list, including Automated Clearing House payments, of March 23, 2016 in the amount of \$198,205.23.
- E. Resolution approving the purchase and planting of 22 native trees and 83 native shrubs and container plants from KLM Landscape for the 2016 Barnum Park and Quarton Lake Park planting project for a total project cost not to exceed \$9,530.00. Funds are available from the Parks – Other Contractual Services account #101-751.000-811.0000. In addition, donation dollars and grant funds will be applied to this account when appropriate. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.
- F. Resolution waiving the formal bidding requirements and approving the purchase and installation of the DeZurik PTW plug valve in the total amount not to exceed



\$17,899.00; from Kennedy Industries in the amount of \$5,779.00 for the plug valve and for replacement services from Midwest Power Systems in the amount of \$12,120.00 for the Quarton Road Pump Station to be paid from the Sewer Fund – Operating Supplies account #590-536.002-729.0000.

- G. Resolution approving the purchase and planting of 100 trees from KLM Landscape for the 2016 spring tree purchase and planting project for a total project cost not to exceed \$30,325.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000 and the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 for these services. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

- H. Resolution awarding the Birmingham Train Station Demolition, Contract #7-16(M), to ILE Excavating Co. of Canton, MI, in the amount of \$71,856, charged to account number 401-901.014-981.0100 and further, approving the appropriations and budget amendments for a total amount not to exceed \$90,000 for related engineering costs, as follows:

Capital Projects Fund

Revenues:

MDOT Grant	#401-901.014-540.0002	\$ 90,000
Total Revenue Adjustments		\$ 90,000

Expenditures:

Public Improvements	#401-901.014-981.0100	\$ 90,000
Total Expenditure Adjustments		\$ 90,000

- I. Resolution approving the purchase of four (4) new 2016 GMC Sierra Pickup trucks from Todd Wenzel GMC through the Oakland County Purchasing Contract #4096 in the amount of \$112,874.00. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.

- J. Resolution setting a public hearing on April 25, 2016 to consider the approval of the Brownfield Plan and Reimbursement Agreement for 34965 Woodward.

- K. Resolution setting a public hearing on April 25, 2016 to consider the proposed Lot Split of 221 Baldwin, Parcel #1925352017.

- L. Resolution setting a public hearing of necessity on April 25, 2016 to consider the installation of lateral sewers within the Webster Ave. Paving project area. If necessity is declared, setting a public hearing to confirm the roll on May 9, 2016.

- M. Resolution awarding the Webster Ave. Paving Project, Contract #4-16(P) to DiPonio Contracting, Inc., of Shelby Twp., MI, in the amount of \$1,780,615.00, to be charged to the various accounts as detailed in the report; and further approving the appropriations and budget amendments as follows:

Sewer Fund

Revenues:

Draw from Fund Balance	#590-000.000-400.0000	\$ 85,520
Total Revenue Adjustments		\$ 85,520

Expenditures:

Public Improvements	#590-536.001-981.0100	\$ 85,520
Total Expenditure Adjustments		\$ 85,520

Water Fund

Revenues:

Draw from net position	#591-000.000-400.0000	\$ 76,475
Total Revenue Adjustments		\$ 76,475



Expenditures:		
Public Improvements	#591-537.004-981.0100	\$ 76,475
Total Expenditure Adjustments		\$ 76,475
Local Street Fund		
Revenues:		
Draw from Fund Balance	#203-000.000-400.0000	\$128,620
Total Revenue Adjustments		\$128,620
Expenditures:		
Public Improvements	#203-449.001-981.0100	\$128,620
Total Expenditure Adjustments		\$128,620

## **V. UNFINISHED BUSINESS**

## **VI. NEW BUSINESS**

- A. Ordinance amending Part II of the City Code, Chapter 2 Administration, Article IX Ethics, Section 2-321 Responsibilities of Public Office.
- B. Resolution approving a request submitted by the First United Methodist Church to hold the Feed 5K and Fun Run in Birmingham May 21, 2016, 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.
- C. Resolution approving a request submitted by the Community House to hold the Cruising with the Children's Charity Coalition on August 19, 2016, 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.
- D. Resolution directing staff to proceed with implementation of the new disabled parking policy for the Central Business District, as follows:
  1. Reserved, designated spaces shall be provided at the rate of at least one per 25 existing parking metered spaces on each block, located near adjacent ramps, as well as near pedestrian traffic generators.
  2. Each reserved space shall have a blue marked parking meter and post, reserved parking sign using the standard accessible parking symbol, and blue pavement markings. The meter shall charge for parking at the same rate and time limit as the other meters on the block, except that no meter shall have a time limit of less than two hours.
  3. Parkmobile customers parked at disabled parking spaces shall have the ability to renew their parking fee remotely one time over and above the posted time limit.
  4. Staff shall implement the policy throughout the Central Business District during calendar year 2016, at which time the current policy of parking for free or at yellow curbed zones shall no longer be allowed. Disabled parkers with a yellow free parking tag affixed to their permit shall continue to be exempt.
  5. All new street projects within the Central Business District shall be designed with fully compliant reserved disabled spaces in accordance with the new ADA law.
  6. All costs relative to this project shall be charged to the Auto Parking System Fund.
- E. Ordinance amending Part II of the City Code, Chapter 1, to add General Provisions, Section 1-17, Hearing Officer for Disputed Fees.

-OR-



Resolution denying the requested amendment to add Section 1-17.

-AND-

Ordinance amending Part II of the City Code, Chapter 118, Article IX, Section 118-68(c) Work Done At Owner's Expense.

-OR-

Resolution denying the requested amendment to Section 118-68(c).

- F. Resolution amending the Schedule of Fees, Charges, Bonds and Insurance, Building Department section, Department of Public Services section, and Fire Department section as stated in the report and to adopt the revised Public Records Policy.
- G. Closed session to discuss a personnel matter in accordance with Section 8(a) of the Open Meetings Act at the request of Police Chief Studt. (Motion not required)
- H. Resolution to meet in closed session to discuss labor relations in accordance with Section 8(c) of the Open Meetings Act.

**(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.)**

## **VII. REMOVED FROM CONSENT AGENDA**

## **VIII. COMMUNICATIONS**

- A. Robert F. Riley regarding West Maple
- B. Richard C. Rollins regarding West Maple

## **IX. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

## **X. REPORTS**

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

## **XI. ADJOURN**

## **INFORMATION ONLY**

*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](tel:248-530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).*





## NOTICE OF INTENTION TO APPOINT TO PUBLIC ARTS BOARD

At the regular meeting of Monday, January 11, 2016 the Birmingham City Commission intends to appoint three members to the Public Arts Board to serve three-year terms to expire January 28, 2019.

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

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

Interested citizens may apply for this position by submitting an application available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, January 6, 2016. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

### Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
Kaitlyn Tuson	Marketing & Business Development Consultant, Former Owner of an Art Gallery in New York City

### SUGGESTED ACTION:

To appoint \_\_\_\_\_ to the Public Arts Board to serve the remainder of a three-year term to expire January 28, 2019.



# PUBLIC ARTS BOARD

City Code - Chapter 78, Article V

Terms - 3 years

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

Objectives -

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

Last Name	First Name	Home Business Fax E-Mail	Appointed	Term Expires
<b>Heller</b> 176 Linden Birmingham	<b>Barbara</b>  48009	(248) 540-1310 (313) 833-7834  <i>bheller@dia.org</i>	1/28/2002 Resident Member	1/28/2018
<b>Klinger</b> 1844 Bowers Birmingham	<b>Phyllis</b>  48009	(248) 594-4240   <i>pklingerlawfirm@yahoo.com</i>	3/18/2013 Resident Member	1/28/2018
<b>Kowaleski</b> 750 Hazelwood Birmingham	<b>Diane</b>  48009	248-594-1974   <i>dfkowal@gmail.com</i>	4/23/2012 Resident Member	1/28/2017
<b>Lividini</b> 412 Berwyn Birmingham	<b>Kara</b>  48009	313.645.9511   <i>ktertzag@ford.com</i>	7/28/2014 Resident Member	1/28/2017



Last Name	First Name	Home Business Fax	E-Mail	Appointed	Term Expires
<b>Mettler</b> 544 Wallace Birmingham	<b>Maggie</b> 48009	(248) 703-8006	<i>mlmettler@gmail.com</i>	1/12/2015	1/28/2019
<b>Suchara</b> 2160 Fairway Birmingham	<b>Ava</b> 48009	(248) 645-1319		2/8/2016 Student Representative	12/31/2016
<b>VACANT</b>					1/28/2019
<b>Wells</b> 588 Cherry Ct. Birmingham	<b>Linda</b> 48009	(248) 647-1165	<i>lawells126@gmail.com</i>	2/11/2013 Resident Member	1/28/2019





OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Confirmed Interview Date:	____/____/____
Will Attend/Unable to Attend	<input checked="" type="radio"/> Will Attend <input type="radio"/> Unable to Attend

## APPLICATION FOR CITY BOARD OR COMMISSION

(Please print clearly)

Public Arts Board

Regular Board Member

**Board/Commission of Interest**

**Position of Interest**

**Name**

Kaitlyn Tuson

**Address**

1007 Gardenia Ave

**Business**

Royal Oak, MI 48067

**Phone**

2488428508

**E-mail**

kt@harmonizedstrategies.com

**Length of Residence**

4 years

**Occupation**

Marketing & Business Dev. Consultant

**Reason for interest**

I have been working in the city of Birmingham for over 6 years, previously had an office in the PSD for 5. I have been looking to join a board for quite some time. Art is more of a hobby rather than a profession although most of my professional and personal affairs revolved around Birmingham so I know the market well.

**Related Employment Experience (Please indicate dates)**

- A. Birmingham Investments (boutique financial firm) - Partner, Director of Business & Marketing
- B. Harmonized Marketing (current business) - Business Development & Marketing consulting
- C. CARA Gallery (recent client) - owner of an art gallery in Chelsea Market in NYC

**Education:**

I have recently gone back to school to continue my education where I have found a deeper passion for creativity and the arts. Although they are not my primary focus of education, I believe that my recent studies will become a valuable asset.

**Past Experience or Other Relevant Information (City Boards, Churches, Civic or Community Groups, Memberships, Associations, etc. Attach resume or additional page if necessary):**

I have been involved in many community events in the city of Birmingham and Bham's PSD which have included sponsorships of various charitable and community development events such as the longevity 5 k, the Birmingham Bike Fest, Magic of Birmingham and many others over the years.

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

NO.

**Are you an elector (registered voter) in the City of Birmingham?** NO

**Signature of Applicant**

**Date**

2/2/2016

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. Questions regarding this may be directed to the city clerk - 248.530.1880.



**BIRMINGHAM CITY COMMISSION MINUTES**  
**FEBRUARY 22, 2016**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

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

Rackeline J. Hoff, Mayor, called the meeting to order at 7:30 PM.

**II. ROLL CALL**

ROLL CALL:	Present,	Mayor Hoff Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Harris Mayor Pro Tem Nickita (arrived at 7:32 PM) Commissioner Sherman
	Absent,	None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, Finance Director Gerber, DPS Director Wood, Planning Director Ecker, Fire Chief Connaughton, Police Chief Studdt, Deputy Police Chief Clemence, Commander Busen, Assistant to the Manager Haines, Building Official Johnson, Assistant City Engineer Fletcher

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

**02-46-16 APPOINTMENT TO THE BOARD OF REVIEW**

**MOTION:** Motion by Boutros:

To appoint Elicia Katrib, 1832 East Lincoln, as a regular member, to the Board of Review to serve the remainder of a three-year term to expire December 31, 2018.

**MOTION:** Motion by DeWeese:

To appoint Kathleen Devereaux, 1019 Rivenoak, as a regular member, to the Board of Review to serve the remainder of a three-year term to expire December 31, 2016.

VOTE ON NOMINATION OF KATRIB:

Yeas, 7  
Absent, None

VOTE ON NOMINATION OF DEVEREAUX:

Yeas, 7  
Absent, None

**02-47-16 APPOINTMENT TO THE BOARD OF BUILDING TRADES APPEALS**



The Commission interviewed Benjamin Stahelin, 1832 East Lincoln. Applicant Adam Charles, 1539 Bennaville was unable to attend to be interviewed.

**MOTION:** Motion by Sherman:

To appoint Benjamin Stahelin, 1832 East Lincoln, to serve the remainder of a three-year term on the Board of Building Trades Appeals to expire May 23, 2017.

VOTE: Yeas, 7  
Absent, None

**02-48-16 APPOINTMENT TO THE  
CABLECASTING BOARD**

**MOTION:** Motion by Harris:

To appoint Jeffrey Bozell, 1564 Penistone, to serve the remainder of a three-year term on the Cablecasting Board to expire March 30, 2018.

VOTE: Yeas, 7  
Absent, None

**02-49-16 APPOINTMENT TO THE  
HISTORIC DISTRICT STUDY COMMITTEE**

**MOTION:** Motion by DeWeese:

To appoint Michael Xenos, 1116 Washington Blvd, to the Historic District Study Committee to serve a three year term to expire June 25, 2017.

VOTE: Yeas, 7  
Absent, None

**02-50-16 APPOINTMENT TO THE  
AD HOC RAIL DISTRICT REVIEW COMMITTEE**

The Commission interviewed the following individuals for appointment to the Ad Hoc Rail District Review Committee. Norman LePage, Big Rock Chophouse, 245 South Eton, was unable to attend to be interviewed.

- Terry Adams, Bob Adams Towing, 2499 Cole St.
- Larry Bertollini, 1275 Webster
- Cynthia Chiara, 1622 South Eton

**MOTION:** Motion by Boutros:

To appoint Norman LePage, Big Rock Chophouse, 245 South Eton, to the Ad Hoc Rail District Review Committee, as the business owner in the Rail District member, to serve a term to expire December 31, 2016.

VOTE: Yeas, 6 (Boutros, DeWeese, Harris, Hoff, Nickita, Sherman)  
Absent, None

**MOTION:** Motion by DeWeese:

To appoint Larry Bertollini, 1275 Webster, to the Ad Hoc Rail District Review Committee, as the resident member living in the neighborhood adjoining South Eton between Maple and Lincoln, to serve a term to expire December 31, 2016.



VOTE: Yeas, 7  
Absent, None

**MOTION:** Motion by Harris:

To appoint Cynthia Chiara, 1622 South Eton, to the Ad Hoc Rail District Review Committee, as the resident member living in the neighborhood adjoining South Eton between Lincoln and 14 Mile Road, to serve a term to expire December 31, 2016.

VOTE: Yeas, 7  
Absent, None

**MOTION:** Motion by Bordman, seconded by Sherman:

To concur in the recommendation of the following board members to the Ad Hoc Rail District Review Committee:

- Janelle Whipple-Boyce, Planning Board Member
- Lara Edwards, Multi-Modal Transportation Board Member

VOTE: Yeas, 7  
Absent, None

The Clerk administered the oath to the appointed board members.

#### **IV. 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.

#### **02-51-16 APPROVAL OF CONSENT AGENDA**

The following items were removed from the consent agenda:

- Item A (Minutes of February 8, 2016) by Commissioner Bordman
- Item E (Purchase of Tables for Barnum Park) by Commissioner Bordman
- Item I (W. Maple Rd. Sewer Improvement Project Contract) by Mayor Hoff

**MOTION:** Motion by Nickita, seconded by Bordman:

To approve the consent agenda as follows:

- B. Approval of warrant list, including Automated Clearing House payments, of February 10, 2016 in the amount of \$852,738.80.
- C. Approval of warrant list, including Automated Clearing House payments, of February 17, 2016 in the amount of \$808,220.93.
- D. Resolution approving the 2016 annual flower purchase from Croswell Greenhouse in the amount not to exceed \$15,860.00. Funds are available from the General Fund – Property Maintenance – Operating Supplies account #101-441.003-729.0000.
- F. Resolution confirming the City Manager's authorization for the emergency expenditure regarding the installation of a chain link fence and gate system at Buckingham and Cambridge along the west side of the railroad right-of-way, in the amount of \$7,573.40 to be paid from the City Property Maintenance, Other Contractual Services account #101-441.003-811.0000, pursuant to Sec. 2-286 of the City Code.



- G. Resolution approving a request submitted by the Birmingham Bloomfield Chamber to hold the Village Fair in the Shain Park area, June 1-5, 2016, including the private party, 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.

- H. Act 51 Mileage Recertification Street Systems:

Manchester Rd. Resolution

1. Resolution approving the legal description for the right-of-way of the newly dedicated Manchester Rd. as described in the City Engineer's report dated January 25, 2016, and further accepting Manchester Rd. into the City of Birmingham Local Street System as of December 31, 2015:

WHEREAS, on February 25, 2013, the Birmingham City Commission approved a lot split that included the granting of right-of-way known as Manchester Rd. so as to provide an access to four new single-family lots, and

WHEREAS, after construction by others, the City of Birmingham accepted the new concrete pavement located within this new right-of-way, and

WHEREAS, Manchester Rd., as it extends east of Adams Rd. is now fully open and utilized by the public, and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

That the right-of-way of the newly dedicated Manchester Rd. is described as follows:

All that part of said Lots 248 through 251 inclusive of "Birmingham Estates No. 1," a subdivision as recorded in Liber 32 of Plats, Page 16, Oakland Co. Records, and the adjacent vacated Manchester Rd. as recorded in Liber 451, Page 432, Oakland Co. Records, described as follows: BEGINNING at the southwest corner of said Lot 251; thence N02°50'24"W 12.00 ft. along the East right-of-way line of North Adams Rd. (66.00 ft. wide) and the West line of said Lot 251; thence N88°16'40"E 258.78 ft.; thence N02°50'24"W 5.00 ft.; thence N88°16'40"E 53.93 ft.; thence S02°50'24"E 50.00 ft.; along the East line of said Lot 248; thence S88°16'40"W 312.71 ft. along the centerline of said vacated Manchester Rd.; thence N02°50'24"W 33.00 ft. along the East right-of-way line of said North Adams Rd. and the west line of said vacated Manchester Rd. to the Point of Beginning, containing 0.329 acres of land, more or less, being subject to easements and restrictions of record, if any.

That said street is located within a right-of-way dedicated to the City of Birmingham, and is under the control of the City.

That said street is accepted into the City of Birmingham Local Street System, and was open to the public as of December 31, 2015.

E. Lincoln Ave. Resolution

2. Resolution approving the legal description for the right-of-way of the newly dedicated E. Lincoln Ave. as described in the City Engineer's report dated January 25, 2016, and further accepting E. Lincoln Ave. into the City of Birmingham Local Street System as of December 31, 2015:



WHEREAS, on April 8, 2013, the Birmingham City Commission approved a lot split that included the granting of right-of-way known as E. Lincoln Ave. so as to provide an access to three new commercial or mixed use zone lots, and

WHEREAS, after construction by others, the City of Birmingham accepted the new concrete pavement located within this new right-of-way, and

WHEREAS, E. Lincoln Ave., as it extends east from its former easterly terminus, is now fully open and utilized by the public, and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

That the right-of-way of the newly dedicated E. Lincoln Ave. is described as follows:  
Commencing at the southeast corner of Lot 907 of "Sheffield Estates No. 1" as recorded in Liber 44 of Plats, Page 40, Oakland Co. Records, said point being distant S89°57'28"E 1,311.85 ft. and N00°19'55"E 1,728.45 ft. from the south ¼ corner of said Section 31; thence along the east line of said "Sheffield Estates No. 1" N00°19'65"E 489.80 ft.; thence continuing along said east line N00°24'27"E 252.85 ft. to the Point of Beginning; thence continuing along said east line N00°24'27"E 60.00 ft.; thence N89°03'12"E 318.77 ft.; thence N00°56'48"E 35.50 ft.; thence S89°03'12"E 41.43 ft. to a point on the current westerly right-of-way line of the Grand Trunk Western Railroad; thence along said line S41°50'26"E 27.34 ft.; thence S00°56'48"W 99.93 ft.; thence N 89°03'12"W 60.00 ft.; thence N00°56'48"E 24.50 ft.; thence N89°03'12"W 318.21 ft.; to the Point of Beginning.

That said street is located within a right-of-way dedicated to the City of Birmingham, and is under the control of the City.

That said street is accepted into the City of Birmingham Local Street System, and was open to the public as of December 31, 2015.

W. Merrill St. Resolution

3. Resolution decertifying a portion of W. Merrill St., between Bates St. and Henrietta St. for a total decertification length of 265 ft:

WHEREAS, the City of Birmingham does wish to decertify a portion of W. Merrill St. This decertification of W. Merrill St. is located between Bates St. and Henrietta St. for a total decertification length of 265 ft.

- J. Resolution awarding the 2016 Concrete Sidewalk Repair Program, Contract #2-16(SW) to J.B. Contractors, Inc., of Detroit, MI, in the amount of \$797,300, to be charged to the various accounts as detailed in the report; and further approving the appropriations and budget amendments as detailed in the report:

General Fund – Adams Fire Station

Revenues:

Draw from Fund Balance #101-000.000-400.0000	\$ 126,380
Total Revenue Adjustments	<u>\$ 126,380</u>

Expenditures:

Transfer to Capital Projects #101-999.000-999.4010	\$ 126,380
Total Expenditure Adjustments	<u>\$ 126,380</u>

Capital Project Fund – Adams Fire Station

Revenues:

Transfer from General Fund #401-339.000-699.0101	\$ 126,380
Total Revenue Adjustments	<u>\$ 126,380</u>



Expenditures:	
Public Improvements #401-339.000-981.0100	\$ 126,380
Total Expenditure Adjustments	<u>\$ 126,380</u>

Major Street Fund

Revenues:	
Draw from Fund Balance #202-000.000-400.0000	\$ 12,320
Total Revenue Adjustments	<u>\$ 12,320</u>

Expenditures:	
Public Improvements #202-449.001-981.0100	\$ 12,320
Total Expenditure Adjustments	<u>\$ 12,320</u>

Local Street Fund

Revenues:	
Draw from Fund Balance #203-000.000-400.0000	\$ 37,530
Total Revenue Adjustments	<u>\$ 37,530</u>

Expenditures:	
Public Improvements #203-449.001-981.0100	\$ 37,530
Total Expenditure Adjustments	<u>\$ 37,530</u>

Water Fund

Revenues:	
Draw from net position #591-000.000-400.0000	\$ 39,590
Total Revenue Adjustments	<u>\$ 39,590</u>

Expenditures:	
Other Contractual Services #591-537.004-811.0000	\$ 26,960
Other Contractual Services #591-537.005-811.0000	\$ 12,630
Total Expenditure Adjustments	<u>\$ 39,590</u>

- K. Resolution approving the agreement between the City and Kin Properties relative to the use of six parking spaces on their parking lot located at 211-223 W. Maple Rd., in exchange for nominal maintenance duties that are charged to the Auto Parking System Fund. Further, authorizing the City Manager to execute the agreement on behalf of the City.

ROLL CALL VOTE:	Yeas,	Commissioner Bordman
		Commissioner Boutros
		Commissioner DeWeese
		Commissioner Harris
		Mayor Pro Tem Nickita
		Commissioner Sherman
		Mayor Hoff
	Nays,	None
	Absent,	None
	Abstention,	None

<b>V. UNFINISHED BUSINESS</b>
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<b>VI. NEW BUSINESS</b>
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02-52-16

**PUBLIC HEARING OF NECESSITY  
REPLACEMENT OF SEWER LATERALS WITHIN THE  
HAMILTON AVENUE PAVING PROJECT AREA**

Mayor Hoff opened the Public Hearing of Necessity for the replacement of sewer laterals within the limits of the Hamilton Avenue paving project area at 8:06 PM.



Assistant Engineer Fletcher explained that sewer laterals that are fifty years or old will be replaced as part of the Hamilton Avenue road project.

Mayor Hoff closed the Public Hearing at 8:07 PM.

**MOTION:** Motion by DeWeese, seconded by Sherman:

To declare necessity for replacement of sewer laterals within the limits of the Hamilton Avenue paving project area. The Public Hearing of Confirmation will be held on March 14, 2016 at 7:30 PM:

WHEREAS, The City Commission has passed Ordinance No. 1906, to establish and adopt requirements and procedures for the replacement of sewer lateral lines when the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission is of the opinion that replacement of sewer laterals not meeting current criteria as a part of the planned road paving project is declared a necessity; and

WHEREAS, formal bids have been received and the actual cost per foot for replacement of the sewer laterals has been determined,

RESOLVED, that all sewer laterals not meeting current criteria located within the limits of the following streets shall be replaced as a part of the paving project on Hamilton Ave. between N. Old Woodward Ave. and Woodward Ave.

RESOLVED, that at such time as the Assessor is directed to prepare the assessment roll, of which 100% of the contractor's charge to replace sewer lateral (calculated at the rate of \$75 per linear foot) shall be charged to the adjoining property owners benefiting from the sewer lateral,

RESOLVED, that there be a special assessment district created and special assessments levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties, within the following district:

"Assessor's Plat No. 21"

The northerly portion of Lot 28 measuring 42.91 ft. wide at the west end, and 38.08 ft. wide at the east end, lot 36, lot 44 except for the northerly 10 ft. and that portion taken for Park St. right-of-way, lots 45 through 48 except for the northerly 10 ft.

RESOLVED, that the Commission shall meet on Monday, March 14, 2016, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the replacement of sewer laterals within the Hamilton Ave. Paving Project.

VOTE: Yeas, 7  
Nays, None  
Absent, None

**02-53-16 PUBLIC HEARING OF NECESSITY  
SIDEWALK ENHANCEMENTS ON  
HAMILTON AVE FROM NORTH OLD WOODWARD TO WOODWARD  
AND PARK STREET FROM HAMILTON TO EAST MAPLE**

Mayor Hoff opened the Public Hearing of Necessity for sidewalk enhancements on Hamilton Ave. from N. Old Woodward Ave. to Woodward Ave., and Park St. from Hamilton Ave. to E. Maple Rd at 8:07 PM.

Assistant Engineer Fletcher explained that the streetscapes in the Hamilton Avenue project area will be redone. He noted that the goal is to have all streetscapes throughout downtown look the same.



In response to a question from Commissioner Boutros regarding the size of the bumpouts, Mr. Valentine confirmed that the Multi-Modal Transportation Board will come back with a recommendation as to the size of the bumpouts.

Jordan Jonna, of Jonna Development, commented that construction hurts new businesses. He suggested the process be sped up as it would be a great help to the businesses.

In response to a question from Chris Butler, property owner on Hamilton, Mr. Fletcher explained that trees will be planted in the treewells that are empty and a few trees will be replaced.

The Mayor closed the Public Hearing at 8:14 PM.

In response to a question from Mayor Pro Tem Nickita, Mr. Fletcher explained the incentives and penalties built into the agreement to encourage the contractor to remain on schedule.

**MOTION:** Motion by Nickita, seconded by Boutros:

To declare necessity for the sidewalk enhancements on Hamilton Ave. from N. Old Woodward Ave. to Woodward Ave., and Park St. from Hamilton Ave. to E. Maple Rd. The Public Hearing of Confirmation will be held on March 14, 2016 at 7:30 PM.

WHEREAS, The City Commission is of the opinion that construction of the improvement herein is declared a necessity; and

RESOLVED, that there be constructed an improvement to be hereinafter known as  
HAMILTON AVE. STREETScape ENHANCEMENTS

RESOLVED, consisting of the construction of exposed aggregate concrete and regular concrete pavement sidewalks, as well as new trees and landscaping where needed, be it further that at such time as the Assessor is directed to prepare the assessment roll, seventy-five percent (75%) of the estimated cost be levied against the assessment district, and twenty-five percent (25%) of the estimated cost be charged against the City at large, be it further

RESOLVED, that there be a special assessment district created and special assessments levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties, both public and private, within the following district:

"Assessor's Plat No. 21"

The easterly 50.20 ft. of lot 10, the northerly portion of lot 28, measuring 42.91 ft. on the west end, and 38.08 ft. on the east end, lots 29 through 32, lots 33 and 34 except for that portion taken for a 4 ft. wide property known as tax I.D. number 19-25-456-040, lot 35, lot 36, lot 42, lot 43 except for that portion taken for Park St. right-of-way, lot 44 except for the northerly 10 ft. and that portion taken for Park St. right-of-way, lots 45 through 48, except for the northerly 10 ft.

RESOLVED, that the Commission shall meet on Monday, March 14, 2016, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the Hamilton Ave. Streetscape Enhancement.

VOTE: Yeas, 7  
Nays, None  
Absent, None

## **02-54-16 STREET NAME CHANGE REVIEW POLICY**

Assistant to the Manager Haines explained that a policy has been developed to establish a procedure for street name change requests. The procedure will consider administrative and



historical implications of each request as well as providing a means of review by the City Commission.

Commissioner Bordman noted that the Historic District Commission and/or the Historic District Study Committee will review the requests. She suggested including a review by the Parks and Recreation Board when a street name change is on a street adjacent to a park. In addition, she suggested the percent of homeowners requesting the change be included as part of the policy.

Mayor Hoff noted that she would like both the Historic District Commission and Historic District Study Committee to review each request.

Mayor Pro Tem Nickita noted that not all the items the Parks and Recreation Board review are technically parks such as the Rouge River Trail. He suggested that Parks and Recreation Board review anything relevant to parks and recreation.

Commissioner Harris suggested reconstructing the second paragraph to allow staff to determine which agencies or boards should review the request. He noted that there are some circumstances where the Parks and Recreation Board should not look at a name change. He also suggested a timetable be included from the time of submission to the time the request comes before the City Commission.

Commissioner Sherman questioned the Parks and Recreation Board's interest and concern with regard to a street name and how it would affect the park. He noted that the policy already requires a report from other agencies impacted relative to the name change request. He stated that the catchall is already in the policy.

Commissioner Bordman moved the proposed resolution to amend it to state the Historic District Commission and the Historic District Study Committee and the Parks and Recreation Board as outlined. There was no second.

Commissioner Boutros suggested the timeframe be established as a minimum of ninety days and a maximum of six months.

Commissioner Harris suggested a minimum threshold of consensus be met to start the process such as 60%.

The Commission agreed to send this item back to staff to make the revisions as discussed.

## **02-55-16                      2015 LIQUOR LICENSE REVIEW AND 2016 LIQUOR LICENSE RENEWALS**

City Clerk Pierce explained the review and renewal process for the establishments which sell intoxicating liquor for consumption on the premises in the City. She explained that staff has conducted investigations on each establishment to determine whether the licensee is in compliance with all applicable city and state codes, a review of the general condition of the licensed premises on the interior and exterior, whether all taxes and other monies due to the city are paid timely, and report any police activity. She noted that any violations that were found have either been corrected or staff is working with the establishments to correct the violations.



The Mayor questioned the establishments that had repeated complaints for loud music. Commander Busen confirmed that when the police arrive, the establishments become compliant.

The Commission expressed concern with one establishment which has an outstanding tax and water bill. The Commission discussed setting a public hearing to consider objecting to the renewal of that license to give the establishment a couple weeks to enter into a payment plan for the outstanding bills. If the payment plan is in place prior to the public hearing date, the public hearing would be cancelled and the license subsequently approved.

**MOTION:** Motion by Boutros, seconded by DeWeese:

To set a public hearing for 7:30 PM on Monday, March 14, 2016 in the City Commission Room at the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of Rojo, 250 Merrill, for the following reasons: Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license. (Section 10-40(5); Licensee's failure to timely pay its taxes or other monies due the city. (Section 10-40(7).

Further, to direct the City Manager to notify the owners/operators of Rojo, 250 Merrill, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

- AND -

To approve the renewal for the 2016 licensing period, of all Class B, Class C, and microbrewery liquor licenses for which a current year application was received, except for the license(s) held by Rojo, 250 Merrill, for which a public hearing has been set.

Dan Linnen, with Rojo, commented that under their lease arrangement, they did not think they had any taxes due. He stated that they will make the proper arrangement for the water bill.

VOTE: Yeas, 7  
Nays, None  
Absent, None

## **02-56-16 PUBLIC NOTICING ENHANCEMENTS**

City Planner Ecker presented the current public noticing procedures and the enhancements to the public notice process. She explained the use of QR codes on public notification signs and the enhanced e-notify features on the website. In addition, she explained the new public notice page on the website.

Commissioner DeWeese suggested that these enhancements be marketed to the homeowner associations and the library offer training to get people educated.

**MOTION:** Motion by Bordman, seconded by Nickita:

To adopt the public noticing enhancements outlined in the February 11, 2016 staff memo as the City's public notice practices.



VOTE: Yeas, 7  
Nays, None  
Absent, None

**02-57-16 CITY COMMISSION GOALS**

**MOTION:** Motion by Sherman, seconded by Nickita:

To approve City Commission Goals resulting from the January 9th and the February 8th, 2016 City Commission Goal Setting Workshops.

VOTE: Yeas, 7  
Nays, None  
Absent, None

<b>VII. REMOVED FROM CONSENT AGENDA</b>
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**02-58-15 CITY COMMISSION MEETING MINUTES  
OF FEBRUARY 8, 2016**

Commissioners Bordman and Sherman requested that additional information be included in Resolution #02-39-16 regarding the lot rearrangement at 1366 Haynes Court and 725 South Adams as the minutes are not clear as to why the Public Hearing was continued.

The Commission agreed to request that the Clerk revise the minutes and return them at the next meeting.

**02-59-16 PURCHASE OF TABLES FOR BARNUM PARK**

Commissioner DeWeese disclosed that he is one of the donors for the park and is on the Committee for Barnum Park which recommended this purchase. He noted that he does not have any financial interest in this item. The Commission had no concerns with Commissioner DeWeese participating in this item.

Commissioner Bordman pointed out that the funds being used were from donors. She thanked Cindy Rose for her work to improve Barnum Park.

DPS Director Wood explained that the donated funds are placed in a revenue account. Funds for the items purchased are charged from the expenditure account. Funds are then transferred from the revenue account.

**MOTION:** Motion by Bordman, seconded by DeWeese:

To approve the purchase of the Thomas Steele 'Ashton' tables from Playworld Midstates for use in Barnum Park using NPP cooperative bid pricing for a total expenditure of \$20,102.00. Further, waiving the formal bidding requirements for this purchase based on the City's membership in the cooperative program National Purchasing Partners. Funds are available for this purchase in the Capital Projects Fund, Barnum Park Improvements account #401-751.001-981.0100.

VOTE: Yeas, 7  
Nays, None  
Absent, None

**02-60-16 W. MAPLE RD. SEWER IMPROVEMENT PROJECT CONTRACT**



Mayor Hoff expressed concern with the coordination of the West Maple sewer improvements, with the resurfacing and the portion by the fire station which will be rebuilt. Assistant Engineer Fletcher explained that there is plenty of coordination between the projects. The sewer project will happen in April/May and the paving will not happen until July/August. City Manager Valentine stated that it is anticipated that the demolition of the fire station will be done at the same time as the road resurfacing project. The construction would begin after.

**MOTION:** Motion by Sherman, seconded by Boutros:

To award the W. Maple Rd. Sewer Improvement Project, Contract #1-16(S), to Troelsen Excavating Co. of Troy, MI, in the amount of \$325,000, charged to account number 590-536.001-981.0100. And further, approving the appropriation and amendment to the 2015-2016 Sewer Fund budget as follows:

Sewer Fund

Revenues:

Draw from Fund Balance 590-0000.000-400.0000	\$75,000
Total Revenue	\$75,000

Expenditures:

Sewer Capital Improvements 590-536.001-981.0100	\$75,000
Total Expenditures	\$75,000

VOTE: Yeas, 7  
Nays, None  
Absent, None

## VIII. COMMUNICATIONS

### 02-61-15 COMMUNICATIONS

The Commission received a statement from the Great Lakes Water Authority regarding Flint and the water quality in the Great Lakes Water Authority served communities.

## IX. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

## X. REPORTS

### 02-62-15 COMMISSIONER COMMENTS

Mayor Pro Tem Nickita suggested the Commission discuss the planned expansion of I-75 and the potential impact it would have on the City. He noted that one of the concerns is the allocation of resources. The Commission agreed to discuss this at a future meeting.

Commissioner Harris noted that the Board of Ethics Advisory Opinion regarding the Library process to select an architect found that there was no violation of the Ethics Ordinance.

### 02-63-15 ADVISORY BOARD & COMMITTEES REPORTS

The Commission received the Board of Ethics Advisory Opinions 2015-06 and 2015-07.

### 02-64-15 CITY STAFF REPORTS

The Commission received the Second Quarter Investment Report submitted by Finance Director Gerber.



The Commission received the Second Quarter Budget Report submitted by Finance Director Gerber.

Mayor Hoff questioned the revenues in the Greenwood Cemetery Fund. Finance Director Gerber explained that the City receives 75% of the proceeds from the sale of graves. City Manager Valentine explained that the funds in this account will typically be used for capital type projects for maintenance, repair, and on-going care of the cemetery.

<b>XI. ADJOURN</b>
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The meeting adjourned at 9:57 PM.

Laura M. Pierce  
City Clerk



**BIRMINGHAM CITY COMMISSION MINUTES**  
**MARCH 14, 2016**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

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

Rackeline J. Hoff, Mayor, called the meeting to order at 7:33 PM.

**II. ROLL CALL**

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

Administration: City Manager Valentine, City Attorney Currier & Kucharek, Clerk Pierce, DPS Director Wood, Museum Director Pielack, Deputy Treasurer Klobucar, Assistant to the Manager Haines, Special Event Coordinator Rondello, City Planners Ecker & Baka, Deputy Police Chief Clemence, Commanders Busen & Grewe, Finance Director Gerber, Golf Manager Brito, City Engineer O'Meara

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

**03-65-16 RECOGNITION OF COUNTY COMMISSIONER SHELLEY TAUB**

County Commissioner Taub reported that Severe Weather Awareness Month is in April.

**03-66-16 APPOINTMENT TO THE  
MULTI-MODAL TRANSPORTATION BOARD**

The Commission interviewed Michael Surnow, 320 Martin, and Johanna Slanga, 2175 Dorchester, for appointment to the Multi-Modal Transportation Board. Applicant Daniel Miarka, 1208 Villa, was unable to attend to be interviewed.

**MOTION:** Motion by DeWeese:

To appoint Michael Surnow, 320 Martin, #100, to the Multi-Modal Transportation Board, as the bicycle advocate member, to serve a three-year term to expire March 24, 2019.

VOTE: Yeas, 7  
Absent, None

**MOTION:** Motion by Sherman:

To appoint Johanna Slanga, 2175 Dorchester Rd to the Multi-Modal Transportation Board, as the member with traffic focused education/experience, to serve a three-year term to expire March 24, 2019.



VOTE: Yeas, 7  
Absent, None

**03-67-16 APPOINTMENT TO THE  
PARKS AND RECREATION BOARD**

**MOTION:** Motion by Bordman:  
To appoint Lilly Stotland, 698 Hanna, to the Parks & Recreation Board to serve a three-year term to expire March 13, 2019.

**MOTION:** Motion by DeWeese:  
To appoint Therese Quattrociocchi Longe, 1253 Yosemite, to the Parks & Recreation Board to serve a three-year term to expire March 13, 2019.

VOTE ON NOMINATION OF STOTLAND:  
Yeas, 7  
Absent, None

VOTE ON NOMINATION OF LONGE:  
Yeas, 7  
Absent, None

**03-68-16 APPOINTMENT TO THE  
PLANNING BOARD**

The Commission interviewed the following individuals for appointment to the Planning Board:

1. Scott Clein, 1556 Yosemite
2. Robin Boyle, 840 Wimbledon
3. Amy Pohlod, 1360 Edgewood

**MOTION:** Motion by Nickita:  
To appoint Scott Clein, 1556 Yosemite, to serve a three-year term on the Planning Board to expire March 28, 2019.

**MOTION:** Motion by Boutros:  
To appoint Robin Boyle, 840 Wimbledon, to serve a three-year term on the Planning Board to expire March 28, 2019.

VOTE ON NOMINATION OF CLEIN:  
Yeas, 7  
Absent, None

VOTE ON NOMINATION OF BOYLE:  
Yeas, 7  
Absent, None

**03-69-16 APPOINTMENT TO THE  
CABLECASTING BOARD**

**MOTION:** Motion by Harris:  
To appoint Jeffrey Heldt, 1415 Lakeside, to serve a three-year term on the Cablecasting Board to expire March 30, 2019.



VOTE: Yeas, 7  
Absent, None

**03-70-16 APPOINTMENT TO THE  
PUBLIC ARTS BOARD**

Applicant Kaitlyn Tuson, 1007 Gardenia Ave, Royal Oak, was unable to attend the meeting to be interviewed. The Commission agreed to postpone the appointment to this board.

**03-71-16 APPOINTMENT TO THE  
BOARD OF BUILDING TRADES APPEALS**

**MOTION:** Motion by Boutros:

To appoint Adam Charles, 1539 Bennaville, to serve the remainder of a three-year term on the Board of Building Trades Appeals to expire May 23, 2016.

VOTE: Yeas, 7  
Absent, None

The Clerk administered the oath to the appointed board members.

**IV. 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.

**03-72-16 APPROVAL OF CONSENT AGENDA**

The following item was removed from the consent agenda:

- Item O (DTE Energy Street Light Agreement for Hamilton Ave Paving Project Area) by Commissioner Sherman

**MOTION:** Motion by DeWeese, seconded by Bordman:

To approve the consent agenda as follows:

- A. Approval of City Commission minutes of February 8, 2016.
- B. Approval of warrant list, including Automated Clearing House payments, of February 24, 2016 in the amount of \$1,858,364.75.
- C. Approval of warrant list, including Automated Clearing House payments, of March 2, 2016 in the amount of \$3,398,208.33.
- D. Approval of warrant list, including Automated Clearing House payments, of March 9, 2016 in the amount of \$812,570.26.
- E. Resolution approving a request from the City of Birmingham to hold the In the Park Concerts on Wednesday evenings from June, 2016 through August, 2016 and the Band Jam on June 17, 2016 in Shain Park, 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.
- F. Resolution approve a request from the Birmingham Shopping District to hold the Family Movie Night on June 24, July 15, and August 12 in Booth Park, 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.



- G. Resolution approving a request from the Birmingham Shopping District to hold the Birmingham Cruise Event on August 20, 2016, 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.
- H. Resolution approving a request from the Birmingham Shopping District requesting permission to hold Day on the Town in downtown Birmingham, July 23, 2016 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.
- I. Resolution approving Amendment #2 to Contract Number 2015-0212 with the Michigan Department of Transportation to increase the Contract amount to a revised total of \$90,000, and authorizing the Mayor to sign the amendment:  
WHEREAS, The CONTRACT provides for the final design/demolition and restoration of the relocated Birmingham passenger rail platform at the Intermodal Transit Facility; and  
WHEREAS, the parties desire to increase the CONTRACT value to provide sufficient funds for the City to perform the services;  
NOW THEREFORE, the parties agree that the CONTRACT exists and that the same is amended as follows:
1. In order increase the CONTRACT by \$50,000, for a revised total CONTRACT amount of \$90,000, Sections 1, 3, 4, and 5(c) of the CONTRACT are amended as follows:  
  
"MDOT will reimburse the CITY for all eligible PROJECT costs, as set forth in Revised Attachment A, within thirty (30) days of receiving said billings, up to a maximum amount of Ninety Thousand Dollars (\$90,000)."
  2. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
  3. The CITY waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend and/or extend the CONTRACT.
  4. This amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CITY and the DEPARTMENT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representative of the CITY, a certified copy of which resolution will be sent to the DEPARTMENT with this Amendatory Contract, as applicable.
- IN WITNESS WHEREOF, the parties have caused this Amendatory Contract to be awarded.
- J. Resolution authorizing the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and approving the liquor license request of La Strada Café that requests a new Class C License to be issued under MCL 436.1521(A)(1)(B) and SDM License with Outdoor Service (1 Area) to be located at 243 E Merrill, Birmingham, Oakland County, MI 48009. Furthermore, pursuant to Birmingham City Ordinance, authorizing the City Clerk to complete the Local Approval Notice at the request of La Strada Café approving the liquor license request of La Strada Café that requested a New Class C License to be issued under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) to be located at 243 E Merrill, Birmingham, Oakland County, MI 48009.
- K. Resolution approving the service agreement with the Cultural Council of Birmingham/Bloomfield in the amount of \$4,200 for services described in Attachment A of the agreement for fiscal year 2015-2016, account number 101-299.000-811.0000,



and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.

- L. Resolution approving the purchase of ten (10) Dumor benches and twelve (12) trash receptacles for a total purchase price of \$29,871.00 from the sole source vendor, Penchura, LLC. Further, waiving the formal bidding requirements for this purchase with a sole source vendor. The money has been budgeted in fiscal year 2015-2016 Capital Projects Fund- Park Benches & Trash Cans for Streetscapes account #401-901.009-981.0100 for this equipment purchase.
- M. Resolution accepting the resignation of Ms. Kara Lividini from the Public Arts Board, thanking her for her service, and directing the Clerk to begin the process to fill the vacancy.
- N. Resolution setting Monday, April 11, 2016, at 7:30 P.M., to conduct a public hearing of necessity for the installation of new street lights where none currently exist within the Hamilton Ave. Paving project area. If necessity is declared, setting Monday, April 25, 2016, at 7:30 P.M. for a public hearing to confirm the roll for the installation of street lights where none currently exist in the Hamilton Ave. Paving project area.

ROLL CALL VOTE:	Yeas,	Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Harris Mayor Pro Tem Nickita Commissioner Sherman Mayor Hoff
	Nays,	None
	Absent,	None
	Abstention,	None

## **V. UNFINISHED BUSINESS**

**03-73-16**

### **CONTINUED PUBLIC HEARING**

#### **LOT REARRANGMENT OF 1366 HAYNES CT AND 725 S ADAMS**

Mayor Hoff stated that the applicant withdrew the request for a lot rearrangement of 1366 Haynes Ct. and 725 S. Adams. She closed the Public Hearing at 7:53 PM.

**03-74-16**

### **STREET NAME CHANGE REVIEW POLICY**

Assistant to the Manager Haines presented the revisions to the Street Name Change Review Policy as requested by the City Commission at the February 22<sup>nd</sup> meeting. She explained that the policy was created to give the Commission more information to make a decision and to provide a way that the Commission could get information from other impacted agencies.

**MOTION:** Motion by DeWeese, seconded by Bordman:  
To adopt the proposed Street Name Change Review Policy.

Mr. Valentine confirmed for Commissioner Harris that the ninety-day timeframe does allow for each agency to provide its input.

VOTE: Yeas, 7  
Nays, None  
Absent, None



**MOTION:** Motion by Sherman, seconded by Nickita:

To submit the November 18, 2015 request for the street name change of Millrace Road to Lakeside Court for review in accordance with the Street Name Change Review Policy.

VOTE: Yeas, 7  
Nays, None  
Absent, None

### **03-75-16 NEIGHBORHOOD BIKE CONNECTOR ROUTE**

City Engineer O'Meara reviewed the changes to the Neighborhood Bike Connector Route, as recommended by the Multi-Modal Transportation Board, which include utilizing a more traditional means of signage. He noted that the sharrows will remain as originally proposed.

In response to a question from Commissioner Bordman, Mr. O'Meara explained that bicyclists will be encouraged to use the signal at Maple and Chesterfield. He noted a concrete path will be added and striped to be used for bikes only. He noted that it would not effect the trees in that area.

Mr. O'Meara confirmed for Mayor Hoff that notification postcards were mailed out.

**MOTION:** Motion by DeWeese, seconded by Nickita:

To concur with the recommendation of the Multi-Modal Transportation Board, and directing staff to implement a Neighborhood Connector Route in 2016 as follows:

1. Per the revised map, the connector route will be denoted using signs and pavement markings as directed in this package, using the bike symbol sign with a white arrow on green background at all turns and key crossings, as well as sharrow pavement markings at similar locations,
2. Banning all street parking on Oak St. between Lakepark Dr. and Lakeside Dr. to allow the extension of the existing Oak St. bike lanes for one block to the east as depicted on the attached plan,
3. Installing a ten foot wide concrete off street bike path on W. Maple Rd. between Larchlea Dr. and Chesterfield Ave., to be constructed as a part of the W. Maple Rd. Resurfacing Project.

Once bids are received and the contract is ready for award, a separate motion awarding the Contract and authorizing the expenditures shall be returned to the Commission for approval.

VOTE: Yeas, 7  
Nays, None  
Absent, None

### **03-76-16 TORRY NEIGHBORHOOD SIDEYARD EASEMENT IMPROVEMENTS**

City Engineer O'Meara explained that in the neighborhood to the east of Adams and west of Eton, there is a sideyard half easement that allows pedestrians to walk through. He explained that Torry is being rebuilt this year and the intersection between Haynes and Torry will be improved. Mr. O'Meara explained the pedestrian improvements to the other intersections.

Commissioner Bordman noted that there was flooding in this area today. Mr. O'Meara stated that the area will be reviewed.



**MOTION:** Motion by Sherman, seconded by Nickita:

To direct staff to make the following improvements to the Torry Neighborhood sideyard easement at each public street crossing, as follows:

- Villa Ave. – Install new handicap ramps at all four corners of the Yankee Ave. intersection and install marked crosswalks, as part of the Villa Ave. Paving Project.
- Hazel Ave. – Remove and replace the existing crosswalk pavement markings with current City standard (continental style).
- Bowers Ave. - Remove and replace the existing crosswalk pavement markings with current City standard (continental style).
- Haynes Ave. - Install new handicap ramps at all four corners of the Torry St. intersection and install marked crosswalks, as part of the Webster Ave./Torry St. Paving Project.

Mayor Pro Tem Nickita stated that he appreciates that the City is unifying the crosswalk approach from the double lines to the continental pattern. He suggested the Multi-Modal Transportation Board consider altering or intensifying the current pattern to a pattern that is being used around the country. He stated that it is worth it to determine what the City's pattern will be and to be consistent moving forward.

Adams Charles, resident, suggested the standards be given out with bid packets.

VOTE:           Yeas, 7  
                  Nays, None  
                  Absent, None

### **03-77-16                   BUMPOUT (CURB EXTENSION) POLICY**

City Planner Ecker explained that the Multi-Modal Transportation Board reviewed the previously proposed bumpout policy. She explained that the Board reinforced their previous finding that the standards are relevant and consistent with all the guidelines and the AASHTO standards. She noted that the policy states that all City street projects will be reviewed by the Multi-Modal Transportation Board with final decision to be made by the City Commission. The policy also includes curb bumpout standards for midblock crossings and curb radii for the corners.

The Commission discussed the curve of the bumpouts which is based on the speed of the traffic and turning radius.

**MOTION:** Motion by Boutros, seconded by DeWeese:

To adopt the Bumpout (Curb Extension) Policy as amended and recommended by the Multi-Modal Transportation Board on February 11, 2016.

VOTE:           Yeas, 7  
                  Nays, None  
                  Absent, None

### **03-78-16                   HAMILTON AVE PAVEMENT DESIGN REVISION**

City Engineer O'Meara explained that the plan was redrawn with a six foot curb extension at the alley, Ferndale and Park Street. He noted that the design will remain a four foot extension at Woodward due to the higher speeds. He stated that the Multi-Modal Transportation Board has reviewed and approved the plan.



In response to a question from Mayor Hoff regarding notification of the change to the business owners, Mr. O'Meara explained that notification was not sent as this is not a large change in the plan.

**MOTION:** Motion by DeWeese, seconded by Nickita:

To accept the recommendation of the Multi-Modal Transportation Board, and direct the Engineering Dept. to have the Hamilton Ave. pavement design revised to reflect a six foot encroachment for the bumpouts on the project, except for those located at the Woodward Ave. intersection, which will remain unchanged. The additional costs, estimated at \$2,000, shall be charged to account number 203-449.001-981.0100.

VOTE: Yeas, 7  
Nays, None  
Absent, None

## **VI. NEW BUSINESS**

### **03-79-16 PUBLIC HEARING – RENEWAL OF LIQUOR LICENSE ROJO, 250 MERRILL**

Mayor Hoff explained that Rojo has entered into a payment plan for their delinquent water bill and property tax bill.

**MOTION:** Motion by Boutrous, seconded by Bordman:

To cancel the Public Hearing to consider objecting to the renewal of the liquor license held by Rojo, 250 Merrill.

- AND -

To approve the renewal, for the 2016 licensing period, of the liquor license held by the owners/operators of Rojo, 250 Merrill.

VOTE: Yeas, 7  
Nays, None  
Absent, None

### **03-80-16 PUBLIC HEARING OF CONFIRMATION SPECIAL ASSESSMENT DISTRICT – SIDEWALK ENHANCEMENTS HAMILTON AVE FROM N OLD WOODWARD TO WOODWARD PARK FROM HAMILTON AVE TO E MAPLE**

Mayor Hoff opened the Public Hearing of Confirmation for sidewalk enhancements on Hamilton Ave. from N. Old Woodward Ave. to Woodward Ave., and Park St. from Hamilton Ave. to E. Maple Rd. at 8:48 PM.

Deputy Treasurer Klobucar recommended adoption of the resolution to confirm special assessment roll 874. She explained that billing will be done at or near the time of construction.

The Mayor closed the Public Hearing at 8:49 PM.

**MOTION:** Motion by Sherman, seconded by Nickita:



To confirm the Special Assessment Roll #874 to defray the cost of the streetscape on Hamilton Avenue:

WHEREAS, Special Assessment Roll, designated Roll No. 874, has been heretofore prepared for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party- interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made at a date closer to the time of construction and

WHEREAS, Commission Resolution No. 02-53-16 provided it would meet this 14th day of March, 2016 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this March 14, 2016, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll as determined in Section 94-9 of the Code of the City of Birmingham,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 874 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that special assessments shall be payable in ten (10) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of four and a quarter percent (4.25%) on all unpaid installments.

VOTE:           Yeas, 7  
                  Nays, None  
                  Absent, None

**03-81-16                   PUBLIC HEARING OF CONFIRMATION  
                                SPECIAL ASSESSMENT DISTRICT  
                                REPLACEMENT OF SEWER LATERALS  
                                HAMILTON AVE PAVING PROJECT AREA**

Mayor Hoff opened the Public Hearing of Confirmation for the replacement of sewer laterals within the limits of the Hamilton Avenue paving project area at 8:49 PM.

Deputy Treasurer Klobucar recommended adoption of the resolution to confirm special assessment roll 873. She explained that billing will be done at or near the time of construction.

The Mayor closed the Public Hearing at 8:50 PM.

**MOTION:**     Motion by Sherman, seconded by Boutros:

To confirm the Special Assessment Roll #873 for the Hamilton Ave. Sewer Lateral Project:

WHEREAS, Special Assessment Roll, designated Roll No. 873, has been heretofore prepared for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party- interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made at a date closer to the time of construction and

WHEREAS, Commission Resolution No. 02-52-16 provided it would meet this 14th day of March, 2016 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this March 14, 2016, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll as determined in Section 94-9 of the Code of the City of Birmingham,



NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 873 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that special assessments shall be payable in ten (10) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of four and a quarter percent (4.25%) on all unpaid installments.

VOTE:           Yeas, 7  
                  Nays, None  
                  Absent, None

**03-82-16                   HISTORIC DESIGNATION REQUEST  
                                  927 PURDY**

City Planner Baka explained that the applicant has requested that the City consider designating the home historic. City research shows that the home is at least 100 years old. The applicant has submitted extensive research that shows that it is likely quite a bit older. The designation process includes the City Commission direction to the Historic District Study Committee to produce a report which is then reviewed by the Planning Board and several historic boards and organizations within the state. Any recommendations from those entities would be brought back to the City Commission for consideration to determine whether or not to adopt the house as a historic district.

Mr. Baka explained that most of the City's historic structures are considered non-contiguous districts which contain one home that establishes a district onto itself. He confirmed that this item will return to the Commission within one year.

**MOTION:**     Motion by DeWeese, seconded by Boutros:

To direct the Historic District Study Committee to prepare a study committee report on 927 Purdy as outlined in section 127-4 of the City Code:

WHEREAS, the owner of the Property located at 927 Purdy has requested that this home be considered for Historic Designation within the City of Birmingham,

WHEREAS, The land for which the Historic Designation is sought is located on the east side of Purdy between George and Ann St.,

WHEREAS, Section 127-5 of the City Code, Historic Districts, requires that the City Commission pass a resolution directing the Historic District Study Committee to prepare a Study Committee Report;

WHEREAS, The Birmingham City Commission has reviewed the request of the property owner and has found that a Study Committee Report to determine the historic merit of the home at 927 Purdy is warranted;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission directs the Historic District Study Committee to prepare a Study Committee Report as outlined in section 127-4 of the City Code for the property located at 927 Purdy.

VOTE:           Yeas, 7  
                  Nays, None  
                  Absent, None

**03-83-16                   PARKING IN THE RIGHT-OF-WAY  
                                  AT 33422 & 33466 WOODWARD**



City Planner Baka explained that any use that goes into an existing building must provide a certain amount of parking based on the intensity of the use. He explained that they would need six or seven spaces to fulfill their requirement. He noted that the ordinance allows the City Commission to allow the property owner to count right-of-way parking toward their parking requirement as long as they agree to make any necessary improvements to the pavement in the area.

**MOTION:** Motion by Sherman, seconded by Nickita:

To approve the use of six (6) parking spaces in the right of way directly abutting the property located at 33422 & 33466 Woodward to fulfill a portion of the off-street parking requirements per Article 4, section 4.43 (G)(1) of the Zoning Ordinance.

VOTE: Yeas, 7  
Nays, None  
Absent, None

### **03-84-16 CHANGE TO MUSEUM NAME AND MISSION STATEMENT AND ORDINANCE AMENDMENT**

Museum Director Pielack explained that the Museum Board has been studying the museum's message and image for quite some time. She explained that the change to the mission statement covers the same material, but changes the focus from things and objects to the community and people served by the museum.

**MOTION:** Motion by Sherman, seconded by DeWeese:

To approve the proposed name change for the museum from "Birmingham Historical Museum & Park" to "The Birmingham Museum"

- AND -

To approve the recommended change in the Museum Mission statement from "The Birmingham Historical Museum and Park seeks to foster a greater appreciation and understanding of the city's unique heritage by collecting, preserving, cataloguing, and exhibiting cultural material relevant to Birmingham's story, and by providing engaging and entertaining educational programs that promote this story to a diverse audience" to "The Birmingham Museum will explore meaningful connections with our past, in order to enrich our community and enhance its character and sustainability. Our mission is to promote understanding of Birmingham's historical and cultural legacy through preservation and interpretation of its ongoing story."

- AND -

To adopt an ordinance amending Sections 62-31 and 62-33 of the Code of the City of Birmingham to reflect the museum name change and revised mission statement.

Mayor Hoff expressed concern with changing the name based on the low number of survey responses. She suggested more of an effort should be made to get more input from the residents. Ms. Pielack explained that many attempts were made to solicit input. In addition, this was discussed by the Historical Society Board. She stated that the museum received a lot of unofficial input from people as well.

Commissioner Sherman stated that as organizations change and communities grow and develop, there are certain words that tend to illicit a positive image of preserving the past, yet looking forward. It should be branded in a way that the past is being protected, but the City is looking forward to the future.



Mayor Pro Tem Nickita stated that people inherently recognize that the museum is a place to learn about the history of the City. He stated that there were a lot of avenues explored and a lot of dialog on this issues. He questioned the word historic in the name. Ms. Pielack explained that one of the key aspects of the branding is how quickly is the message getting across without using the word "historical" in the title. She further explained that the name of the museum is not the last word that is conveyed about the museum. She noted that they have yet to explore slogans or subtitling.

In response to a question from Mayor Pro Tem Nickita, Ms. Pielack confirmed that she is seeing a national trend that the word historical is being dropped. She pointed out that the Creem collection did not fall under historic and attracted numerous people to the museum.

Mayor Hoff commented on the Hunter House and Allen House and questioned if the furniture would be replaced. Ms. Pielack noted that the Hunter House is the settlement period house and there is no intention to change it. She noted that the Allen House has rotating exhibits and there is no intention of removing the historic from it, instead building upon it.

VOTE:           Yeas, 5  
                  Nays, 2 (Bordman, Hoff)  
                  Absent, None

**03-85-16                   BIRMINGHAM CITIZENS ACADEMY PROGRAM**

Assistant to the Manager Haines presented the Citizens Academy program. The Commission expressed support of this program.

**MOTION:**     Motion by Bordman, seconded by Boutros:  
To endorse the Birmingham Citizens Academy program for the City of Birmingham.

VOTE:           Yeas, 7  
                  Nays, None  
                  Absent, None

**03-86-16                   I-75 EXPANSION PROJECT**

Assistant to the Manager Haines explained the background and funding of the I-75 Expansion Project which is sponsored through MDOT. She stated that the question is how will this impact the funding for the City's MDOT road which is Woodward Ave. She explained that each project that MDOT encounters is considered on a project by project basis and MDOT has stated that the I-75 project would not take away from any projects that would impact Birmingham. The project expands over 2038 and will be done on even years.

The Commission discussed the I-75 Expansion Project, funding of the project, and the potential impacts on Birmingham its residents. The Commission discussed the communities that have passed resolutions in opposition to the project as well as those who are considering resolutions and are not directly affected by the project.

The Commission agreed to direct the City Manager to keep eye on it the project and keep the Commission apprised on the decisions of other communities and the implication of funding in long term and the direct/indirect impact on the city.



## **VII. REMOVED FROM CONSENT AGENDA**

### **03-87-16 DTE ENERGY STREET LIGHT AGREEMENT FOR HAMILTON AVE PAVING PROJECT AREA**

Commissioner Sherman commented that he felt the public should be aware that this item is significantly under budget.

**MOTION:** Motion by Sherman, seconded by Nickita:

To authorize the issuance of a purchase order in the amount of \$136,465.85 to DTE Energy, for the removal of existing lights, and the manufacture and installation of 26 new street lights within the Hamilton Ave. Paving Project area. The work will be charged to account number 401-901-010-981.0100.

VOTE: Yeas, 7  
Nays, None  
Absent, None

## **VIII. COMMUNICATIONS**

## **IX. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

## **X. REPORTS**

### **03-88-16 COMMISSIONER REPORTS**

The Commission intends to appoint members to the Architectural Review Committee and Public Arts Board on April 11, 2016.

### **03-89-16 COMMISSIONER COMMENTS**

Commissioner Bordman noted that Next is sponsoring a Boomer Summit on April 30<sup>th</sup>. She stated that she attended the elected officials academy in Frankenmuth and thanked the previous commission on the unbelievable job they did to steer the community financially.

Mayor Hoff noted that she attended the Home Builders Association meeting and the National League of Cities conference. She noted that transportation and multi-transit options are big throughout the county.

### **03-90-16 CITY STAFF REPORTS**

The Commission received the Golf Report submitted by Golf Manager Brito. Golf Manager Brito explained the new activities planned for this season.

The Commission received the Community Development Department Planning Division Report submitted by Planning Director Ecker.

## **XI. ADJOURN**

The meeting adjourned at 10:14 PM.

Laura M. Pierce  
City Clerk



**City of Birmingham**  
**Warrant List Dated 03/16/2016**

Meeting of 03/28/2016

Check Number	Early Release	Vendor #	Vendor	Amount
240806	*	000855	48TH DISTRICT COURT	500.00
240807	*	000855	48TH DISTRICT COURT	17.00
240808	*	000855	48TH DISTRICT COURT	100.00
240809	*	000855	48TH DISTRICT COURT	100.00
240810	*	000855	48TH DISTRICT COURT	100.00
240812		002284	ABEL ELECTRONICS INC	58.96
240813	*	002909	ACOM SOLUTIONS, INC.	150.00
240814		007266	AETNA BEHAVIORAL HEALTH LLC	433.55
240817	*	MISC	AOL LLC	1,640.52
240818	*	006759	AT&T	16.64
240819		004027	AUTOMATED BENEFIT SVCS INC	7,032.75
240820		004148	AWWA	110.00
240821		001103	BCI ADMINISTRATORS INC	821.00
240822	*	001201	BIRMINGHAM YOUTH ASSISTANCE	40.00
240823		000542	BLUE WATER INDUSTRIAL	21.00
240824		003526	BOUND TREE MEDICAL, LLC	295.98
240825		006920	BREWSTER MAINTENANCE, LLC	440.00
240826	*	001666	JOE BUNTING	386.68
240828		MISC	CARRERA LANDSCAPING INC	700.00
240829		008003	CINIUM RISK MANAGEMENT, LLC	166,500.00
240830		000605	CINTAS CORPORATION	80.46
240831	*	MISC	CITY OF FARMINGTON HILLS	90.00
240832	*	008006	CLEAR RATE COMMUNICATIONS, INC	2,135.92
240833		004026	COFINITY	1,305.00
240834	*	007625	COMCAST	119.10
240836		002668	CONTRACTORS CLOTHING CO	400.00
240837		004386	CYNERGY WIRELESS	229.00
240838		008005	DE LAGE LANDEN FINANCIAL SERVICES	248.75
240839		000956	DELTA TEMP INC	1,420.14
240840		000177	DELWOOD SUPPLY	41.22
240841		MISC	DEN-MAN CONTRACTORS	2,000.00
240842		006907	DENTEMAX, LLC	142.20
240843		000565	DORNBOS SIGN & SAFETY INC	590.25
240844		000995	DSS CORPORATION	1,087.32
240845		007989	DUO-SAFETY LADDER CORPORATION	55.96
240846		001223	FAST SIGNS	79.88
240847		007136	FERGUSON ENTERPRISES, INC.	188.38
240848		007992	FIRST DUE	229.85
240849		007314	FLEIS AND VANDENBRINK ENG. INC	1,478.50
240850	*	MISC	G & S RESTAURANTS	2,603.84
240851		004604	GORDON FOOD	94.64
240852		000243	GRAINGER	197.00
240853		000245	GREAT LAKES POPCORN CO	124.45



**City of Birmingham**  
**Warrant List Dated 03/16/2016**

Meeting of 03/28/2016

Check Number	Early Release	Vendor #	Vendor	Amount
240854		008007	GREAT LAKES WATER AUTHORITY	12,463.00
240855		000249	GUARDIAN ALARM	224.03
240856	*	007827	KASPER, HAILEY	115.00
240857		001447	HALT FIRE INC	145.35
240858	*	007908	HANAN GOLDMAN	76.36
240859		001672	HAYES GRINDING	40.50
240860	*	007557	HUIJUN HE	93.42
240861		006869	PETER J. HEALY III	200.00
240862		000331	HUBBELL ROTH & CLARK INC	6,551.97
240863		007035	INNOVATIVE OFFICE TECHNOLOGY GROUP	132.50
240864		MISC	IVANOVA, LILIA L	132.44
240865		002407	J & B MEDICAL SUPPLY	750.40
240866		007870	J.C. EHRLICH CO. INC.	83.00
240867		002576	JAX KAR WASH	75.90
240868	*	008008	JEFF ZIELKE	199.00
240869		003458	JOE'S AUTO PARTS, INC.	1,200.63
240870	*	008002	HAINES, JOELLEN	105.68
240871	*	MISC	JUDITH ANN GRECH	325.33
240872	*	006283	K & J VENTILATION	268.00
240873		000891	KELLER THOMA	123.75
240874		004088	KGM DISTRIBUTORS INC	144.00
240875		005452	KNOX COMPANY	637.00
240876	*	004085	KONE INC	1,953.95
240877		004904	KONICA MINOLTA-ALBIN	28.18
240878		005876	KROPF MECHANICAL SERVICE COMPANY	2,365.00
240879		MISC	LABELLE SASH & SCREEN	100.00
240880		002767	OSCAR W. LARSON CO.	3,742.00
240881	*	006661	ROGER LAWRENCE	93.71
240882		MISC	LYNDA GREEN	190.00
240883		003934	MADISON GENERATOR SERVICE INC	329.90
240884		008000	MARXMODA	4,284.96
240885		006632	MAX R	564.00
240886	*	002169	MAYO WELDING & FAB. CO INC	250.00
240887	*	001505	MEADOWBROOK INSURANCE GROUP	19,677.00
240888		008004	METRO DETROIT SIGNS	350.00
240889	*	MISC	MICHAEL PILLES	993.60
240891		007765	MICHIGAN INDEPENDENT DOOR CO.	156.00
240892		007659	MICHIGAN.COM	2,893.04
240893		007163	MOBILE HEALTH RESOURCES	1,832.10
240894	*	003842	BRIGETTE MORAN	199.00
240895		000462	MOTOR CITY FASTENER INC	110.49
240896	*	005986	MRWA	1,590.00
240897		007755	NETWORK SERVICES COMPANY	785.33



**City of Birmingham**  
**Warrant List Dated 03/16/2016**

Meeting of 03/28/2016

Check Number	Early Release	Vendor #	Vendor	Amount
240898		006359	NYE UNIFORM COMPANY	90.00
240899		006359	NYE UNIFORM COMPANY	223.50
240900		006359	NYE UNIFORM COMPANY	72.00
240901		002853	OAKLAND COMMUNITY COLLEGE	10,400.00
240902	*	000477	OAKLAND COUNTY	502,111.17
240903	*	003461	OBSERVER & ECCENTRIC	2,009.10
240904		000481	OFFICE DEPOT INC	821.32
240905		007998	ORION STONE	685.00
240906		004907	PAKOR, INC.	2,019.10
240907		MISC	PELLA WINDOWS AND DOORS	100.00
240908	*	001753	PEPSI COLA	224.52
240909		001277	PHYSIO-CONTROL CORP.	565.45
240910	*	003352	JAMIE CATHERINE PILLOW	1,507.00
240911	*	007982	PORTS PETROLEUM CO INC	2,804.00
240912		003629	PREMIUM AIR SYSTEMS INC	120.75
240913		001062	QUALITY COACH COLLISION LLC	58.00
240914		006497	R.N.A. JANITORIAL, INC	2,210.00
240915		MISC	RADIANT SIGN CO	200.00
240916		005930	RAPID AIR	300.00
240917		000493	ED RINKE CHEVROLET BUICK GMC	1,786.29
240918		000478	ROAD COMM FOR OAKLAND CO	3,785.16
240919		000495	ROCHESTER LAWN EQUIPMENT CENTER INC	21.60
240920		MISC	ROYAL OAK AWNING	200.00
240921		000218	ROYAL OAK P.D.Q. PRINTING INC	372.71
240922		000218	ROYAL OAK P.D.Q. PRINTING INC	321.57
240923	*	MISC	SARINA PROPERTIES	161.33
240924		000230	MIKE SAVOIE CHEVROLET INC	17.43
240925		007142	SHERWIN-WILLIAMS COMPANY	156.91
240926		MISC	SITEWORK SERVICES LLC	1,000.00
240927		002966	CITY OF SOUTHFIELD	4,500.00
240929		MISC	STATEWIDE DISASTER RESTORATION	500.00
240930		MISC	STERLING DEVELOPMENT CORP	200.00
240931		004355	SYMETRA LIFE INSURANCE COMPANY	33,598.65
240932		001076	TAYLOR FREEZER OF MICH INC	325.00
240933	*	007583	YVONNE TAYLOR	88.24
240934		000273	TERMINAL SUPPLY CO.	72.00
240935		MISC	TONY MICHAEL MCGUCKIN	100.00
240936		MISC	TRACY POST	155.00
240937		000278	TROY AUTO GLASS CO INC	97.50
240938		006319	ULI-URBAN LAND INSTITUTE	220.00
240939		001279	US FIGURE SKATING ASSOC.	746.25
240940		000293	VAN DYKE GAS CO.	379.50
240941		000931	VARSITY SHOP	63.00



**City of Birmingham**  
**Warrant List Dated 03/16/2016**

Meeting of 03/28/2016

Check Number	Early Release	Vendor #	Vendor	Amount
240942	*	000158	VERIZON WIRELESS	815.18
240943	*	000158	VERIZON WIRELESS	151.74
240944		004334	VILLAGE CONEY	399.86
240945	*	007893	JENNA WADE	42.50
240946		000299	WEINGARTZ SUPPLY	453.34
240947		007083	XEROX CORPORATION	211.59
Sub Total Checks:				<u>\$838,444.72</u>
Sub Total ACH:				<u>\$81,829.97</u>
Grand Total:				<u><u>\$920,274.69</u></u>

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.



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3/28/2016

**City of Birmingham**  
**3/16/2016**

Vendor Name	Transfer Date	Transfer Amount
Automated Benefit Services, Inc.	3/15/2016	81,829.97
<b>TOTAL</b>		81,829.97



**City of Birmingham**  
**Warrant List Dated 03/23/2016**

Meeting of 03/28/2016

Check Number	Early Release	Vendor #	Vendor	Amount
240950	*	001572	30TH DISTRICT COURT	200.00
240951	*	000855	48TH DISTRICT COURT	100.00
240952		004627	A & L SYSTEMS	56.25
240953		007784	AAA USED GOLF BALLS	626.48
240954		002284	ABEL ELECTRONICS INC	468.00
240956		000157	BOB ADAMS TOWING INC.	738.00
240957		003708	AIRGAS GREAT LAKES	142.37
240958	*	004657	AKT PEERLESS	1,040.00
240959		007745	ALL COVERED	2,456.50
240960		MISC	ALL POINTS CONSTRUCTION	200.00
240961		005736	ALLEGRA PRINT & IMAGING	975.00
240962		MISC	ALLEN BROTHERS INC.	200.00
240963	*	007787	ALLIED PLUMBING & SEWER	735.00
240964	*	007787	ALLIED PLUMBING & SEWER	590.00
240965		001206	AMERICAN MIDWEST PAINTING INC	1,375.00
240966	*	007951	ALEXA ANDERSON	70.00
240967		000282	APOLLO FIRE EQUIPMENT	86.98
240968		007033	APPLIED IMAGING	3,685.14
240969		000500	ARTECH PRINTING INC	566.50
240970	*	006759	AT&T	271.09
240971	*	006759	AT&T	107.87
240972	*	006759	AT&T	46.78
240973	*	006759	AT&T	74.68
240974	*	006759	AT&T	42.63
240975	*	006759	AT&T	42.63
240976	*	006759	AT&T	116.59
240977		MISC	B & L ROOFING COMPANY	100.00
240980	*	008009	TREVOR BAKER	36.00
240982	*	007727	JEAN BARNES	180.00
240983	*	004301	WEBB BARNES	277.50
240984	*	004426	PAUL BARRETT	27.50
240985		003012	BATTERIES PLUS	15.95
240986	*	007969	MICHAEL BAYER JR.	70.00
240987	*	007009	BEAUMONT HEALTH SYSTEM	160.00
240988		007345	BEVERLY HILLS ACE	15.12
240989		MISC	BEZTAK LAND COMPANY	1,000.00
240990		004931	BIDNET	293.91
240991		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	42.98
240992	*	001201	BIRMINGHAM YOUTH ASSISTANCE	20.00
240995	*	006953	JACQUELYN BRITO	66.64
240996	*	007728	JOSEPH BROSKI	80.00
240997	*	007993	MARGARET BRUNHOFFER	117.50
240998		006520	BS&A SOFTWARE, INC	1,100.00



# City of Birmingham

## Warrant List Dated 03/23/2016

Meeting of 03/28/2016

Check Number	Early Release	Vendor #	Vendor	Amount
240999		MISC	BUILDING DETAIL INC	900.00
241001		007875	CANFIELD EQUIPMENT SERVICE INC.	4,472.05
241003		MISC	CAPPUSO GUTTERS SIDING & ROOFI	100.00
241005		MISC	CHRISTINE DALTON	100.00
241006		000605	CINTAS CORPORATION	83.41
241007	*	007965	CATHERINE CLINE	165.00
241008	*	007967	WILLIAM C. CLINE	90.00
241009	*	005532	ALICE COLE	201.50
241010	*	007625	COMCAST	397.40
241011	*	007774	COMCAST BUSINESS	646.18
241012	*	000627	CONSUMERS ENERGY	9,495.81
241013	*	004011	HELEN COOK	157.50
241014	*	006514	RONALD J. CORNILLIE	200.00
241015		MISC	CRANBROOK CONTRACTUAL SERVICES	1,050.00
241016	*	007996	ANNIE CWIKIEL-GLAVIN	160.00
241017	*	007952	BLISS DADY	52.50
241019	*	006913	MARY ANN DAVISON	167.50
241020	*	000956	DELTA TEMP INC	1,456.14
241021		000177	DELWOOD SUPPLY	187.81
241024		000186	JACK DOHENY SUPPLIES INC	249.42
241025		MISC	DOLIK, DAVID A	300.00
241026	*	007997	SEAN DOLIN	172.50
241027		000565	DORNBOS SIGN & SAFETY INC	1,235.48
241028	*	004302	GERALD DREER	105.00
241029		000995	DSS CORPORATION	2,627.70
241030	*	000180	DTE ENERGY	8,515.10
241031	*	007027	DENISE DUFF	160.00
241032		007988	EASTERN MI KENWORTH OF CLINTON TWP	242.04
241034		MISC	EILEEN L HITZ TRUST	2,500.00
241035		001495	ETNA SUPPLY	753.92
241036		000936	FEDEX	210.28
241037		006752	FERMOB USA	3,973.00
241038		007314	FLEIS AND VANDENBRINK ENG. INC	3,648.09
241039	*	003377	VALERIE FOERSTER	142.50
241040		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
241041	*	007971	JANE FRIEDMAN	152.50
241042		MISC	FUNSPACE DIRECT LLC	200.00
241043	*	007552	VALERIE GABLER	162.50
241044		MISC	GAPPY, MR HARRY	5,737.00
241045	*	007545	SARAH GEMMELL	210.00
241046		MISC	GGA SERVICES LLC	1,000.00
241047		MISC	GJINI, ANILA	867.67
241048		004604	GORDON FOOD	44.95



**City of Birmingham**  
**Warrant List Dated 03/23/2016**

Meeting of 03/28/2016

Check Number	Early Release	Vendor #	Vendor	Amount
241049		MISC	GREAT LAKES CUSTOM BUILDER LLC	700.00
241050		MISC	GREAT LAKES ROOFING, INC	2,000.00
241052		003978	GROUND RULES, INC.	3,485.96
241054	*	005800	CHESTER GUILMET	120.00
241055		001531	GUNNERS METER & PARTS INC	770.00
241056	*	006900	KRISTI HANSEN	167.50
241057		MISC	HANSON'S WINDOW & SIDING	100.00
241058	*	007611	MARTHA HAROLD	147.50
241059		000262	HARWOOD TUXEDOS & UNIFORMS, INC	348.93
241060		MISC	HG & HG INVESTMENTS LLC	500.00
241061	*	004307	MARTHA HODGE	220.63
241062		003436	RACKELINE J. HOFF	495.69
241064	*	001956	HOME DEPOT CREDIT SERVICES	1,877.79
241066		MISC	HOME UNBOUND MICHIGAN INC	100.00
241067	*	005619	CHERYL HOWELL	131.25
241068		MISC	HUBBARD, MARK	10,000.00
241069	*	005827	THOMAS HUGHES	370.00
241070	*	001307	JOSHUA HUSTED	127.18
241071	*	MISC	IDEAL BUILDERS & REMODELING INC	608.00
241072		002407	J & B MEDICAL SUPPLY	750.40
241073		003458	JOE'S AUTO PARTS, INC.	172.85
241074	*	006872	WILLIAM DAVID JOHNSON, JR.	111.50
241075		MISC	JONES, PAULA A	100.00
241076	*	007837	LARYSSA KAPITANEC	270.00
241077	*	007119	ANDREW KILLIANY	160.00
241078	*	007828	DEBORAH KLEIN	335.50
241079		000362	KROGER COMPANY	63.95
241080		005876	KROPF MECHANICAL SERVICE COMPANY	1,470.00
241081		005327	L-3 GCS	70.30
241082	*	005053	ANN LARSON	32.50
241083	*	006661	ROGER LAWRENCE	93.71
241085		MISC	LEONARD C CARNAGHI, INC	100.00
241086		MISC	LEVINE & SONS INC	3,000.00
241089	*	007977	KAREN LINGENFELTER	324.00
241090	*	004306	KAREN LINNELL	155.00
241092		MISC	LRH HOMES	732.44
241093		005286	LSL PLANNING, INC.	166.00
241094		MISC	MARTINO ENTERPRISES INC	100.00
241095		008000	MARXMODA	690.48
241096		MISC	MARYGROVE AWNING CO	100.00
241097		MISC	MATTHEW W ROSS CONST LLC	100.00
241098	*	008011	PAUL MATYNKA	500.00
241099		000888	MCKENNA ASSOCIATES INC	16,950.00



**City of Birmingham**  
**Warrant List Dated 03/23/2016**

Meeting of 03/28/2016

Check Number	Early Release	Vendor #	Vendor	Amount
241101	*	007546	MICHAEL MENTHEN	157.50
241102	*	006449	MARIE A. MEREDITH	223.75
241103		MISC	METROPOLITAN CONCRETE CORP	100.00
241104	*	008012	CASMIR MIARKA	500.00
241105		001660	MICHIGAN CAT	912.30
241106		000377	MICHIGAN MUNICIPAL LEAGUE	50.80
241108		001005	STATE OF MICHIGAN	400.00
241113	*	004515	LESLIE MIO	27.50
241114	*	007462	MICHAEL MORAD	199.00
241115		MISC	MORGAN-HELLER ASSOCIATES INC.	200.00
241116		001089	MUNICIPAL CODE CORP.	500.00
241117		MISC	MURPHY, BARBARA B	850.00
241118		006723	NEWMIND GROUP, INC	159.18
241119		001169	M.J. NOBLE CO. INC.	450.00
241120		MISC	NU PIPE LLC	1,000.00
241121		004370	OCCUPATIONAL HEALTH CENTERS	477.50
241123		000481	OFFICE DEPOT INC	603.68
241124	*	000481	OFFICE DEPOT INC	84.39
241126	*	005794	PAETEC	1,442.79
241127		MISC	PAUL C SCOTT AABACO PLUMBING INC	75.00
241128		006027	PENCHURA, LLC	4,961.80
241130		MISC	PETERSON, WIAND, BOES & COMPANY	2,000.00
241131		001341	PIFER GOLF CARS INC	4,975.00
241134		007146	PLAYWORLD MIDSTATES	760.87
241135		000801	POSTMASTER	1,998.24
241136		000897	PRINTING SYSTEMS INC	45.46
241138	*	007995	BARBARA QUART	160.00
241140	*	005052	ROBERTA RAYMOND	82.50
241142	*	005870	OBERIA REESE	100.00
241144	*	004419	LESTER RICHEY	180.00
241145		003554	RKA PETROLEUM	8,861.44
241146		MISC	ROBERT L WOLK	100.00
241147	*	006509	KAREN ROCK	107.50
241148	*	005923	CYNTHIA ROSE	220.00
241149		003365	EDWARD ROSETT	185.00
241150	*	005797	MARTHA ROUSH-LOGUE	172.50
241151		002556	CITY OF ROYAL OAK	9,796.75
241152		007947	RWH PRODUCTS, LLC	2,345.00
241153	*	003677	GRETA SANDERS	111.50
241154		000230	MIKE SAVOIE CHEVROLET INC	4.91
241155	*	007065	ERICA SCHIEHSL	155.00
241156		MISC	SETH AND LAURA HERKOWITZ TRUST	100.00
241159		004202	SHRED-IT USA	95.91



**City of Birmingham**  
**Warrant List Dated 03/23/2016**

Meeting of 03/28/2016

Check Number	Early Release	Vendor #	Vendor	Amount
241160		001493	SLC METER SERVICE INC	2,302.65
241161	*	005533	RUSSELL SMITH	110.00
241162	*	000254	SOCRRA	167.73
241164		007907	SP+ CORPORATION	1,040.00
241165	*	006819	MARTHA STENZEL	160.00
241166	*	007121	MARY LEE STOESSEL	162.50
241167	*	005895	ROBERT STOESSEL	210.63
241168	*	007956	DEBRA STUART	160.00
241169		006376	SUBURBAN CHRYSLER DODGE JEEP - TROY	3,588.60
241170		005238	SUNTEL SERVICES	3,761.50
241171	*	007976	ARMANDO TABORGA	125.00
241172		000273	TERMINAL SUPPLY CO.	294.02
241173		007645	THREATSTOP, INC.	2,745.00
241174		000275	TIRE WHOLESALERS CO INC	1,064.00
241175		007456	TLIC WORLDWIDE, INC	5,748.80
241176	*	007994	MARYANNE TORNER	160.00
241177		MISC	TOTAL ASPHALT PAVING INC	100.00
241178		MISC	TOWN BUILDING COMPANY	100.00
241179		004320	TRI-COUNTY POWER RODDING, INC	750.00
241180		008010	TROY VIDEO TRANSFERS	762.00
241181		000155	TYCO INTEGRATED SECURITY LLC	225.00
241184		MISC	VARGO BUILDING COMPANY	200.00
241185		000931	VARSITY SHOP	58.30
241186	*	000158	VERIZON WIRELESS	1,236.32
241187	*	000158	VERIZON WIRELESS	123.70
241188	*	000158	VERIZON WIRELESS	83.74
241189	*	000158	VERIZON WIRELESS	351.77
241190	*	005628	GISELA VON STORCH	101.50
241191		000299	WEINGARTZ SUPPLY	240.63
241192		002171	WEISSMAN'S	52.19
241193		003890	LAUREN WOOD	525.00
241194	*	008013	CHRISTOPHER WUNDRACH	500.00
241195		007083	XEROX CORPORATION	684.67



**City of Birmingham**  
**Warrant List Dated 03/23/2016**

Meeting of 03/28/2016

Check Number	Early Release	Vendor #	Vendor	Amount
Sub Total Checks:				\$194,656.12
Sub Total ACH:				\$3,549.11
Grand Total:				\$198,205.23

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**  
**ACH Warrant List Dated 3/23/2016**

Vendor Name	Transfer Date	Transfer Amount
Birmingham Schools		
Oakland County Treasurer		
Cutwater Asset Management-February	*	3,549.11
Automated Benefit Services, Inc.		
<b>TOTAL</b>		3,549.11

\*Awaiting approval from Commission.

Cutwater Asset Management provides advisory and reporting services for the City's general investments. It was acquired by Bank of New York Mellon, N.A. in January 2015. As a result of the acquisition, they no longer accept checks as payment for services. Once the Commission approves this warrant list, the City will electronically transmit payment. These invoices will start appearing once a month on the ACH Warrant List.





## MEMORANDUM

Department of Public Services

**DATE:** March 16, 2016

**TO:** Joseph A. Valentine, City Manager

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

**SUBJECT:** 2016 Barnum Park and Quarton Lake Park Planting Project

Sealed bids were opened on Thursday, March 10, 2016 for the cost to provide and plant 22 native trees and 83 native shrubs and container plants in the City Parks, Barnum and Quarton Lake. The trees will be 2"-2.5" caliper balled and burlapped, and the shrubs will range in size from 5 gallon containers to 10 gallon. This planting is the result of available money through donations for Barnum Park and a grant received through the State of Michigan in cooperation with DTE to replace invasive species removed with native plantings for Quarton Lake. A small part of this project is to replace trees that have died and are no longer under warranty at Barnum Park. The request for proposals was entered into the Michigan Inter-governmental Trade Network (MITN) purchasing system. Seven bidders responded to this request. The result of the sealed bids follows in the table below.

Bidder	Base Bid	Complete Bid
<b>KLM Landscape</b>	<b>\$9,530.00</b>	<b>Yes</b>
Agroscaping, Inc.	\$14,585.50	Yes
Greg Davis Landscape Services	\$16,200.00	Yes
Marine City Nursery	\$18,425.00	Yes
Evergreen Tree and Restoration, Inc.	\$19,500.50	Yes
Great Lakes Landscaping	\$20,322.00	Yes
Cardno	\$20,575.00	Yes

This purchase will include providing all trees, shrubs, mulch, planting, topsoil, pruning and necessary watering. The plant material also comes with a two year warranty. The Department of Public Services recommends awarding the 2016 Barnum and Quarton Lake Park Planting project to KLM Landscape. We have awarded various planting projects to KLM Landscape in previous seasons and have been completely satisfied with the material and service provided.

The breakdown of KLM Landscape's Proposal is as follows: Barnum Park total: \$3,030.00; Quarton Lake total: \$6,500.00. Donation dollars in the amount of \$2,500.00 will be applied toward Barnum Park Planting, the rest consists of replacement trees. Additionally, a total of \$4,000.00 of grant funds will be applied to the Quarton Lake Planting project, upon completion. Money is available in the fiscal year 2015-2016 budget for this purchase in the General Fund - Parks - Other Contractual Services account #101-751.000-811.0000.



**SUGGESTED RESOLUTION:**

To approve the purchase and planting of 22 native trees and 83 native shrubs and container plants from KLM Landscape for the 2016 Barnum Park and Quarton Lake Park planting project for a total project cost not to exceed \$9,530.00. Funds are available from the Parks - Other Contractual Services account #101-751.000-811.0000. In addition, donation dollars and grant funds will be applied to this account when appropriate. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.



**ATTACHMENT A - AGREEMENT**  
**For 2016 Barnum and Quarton Lake Park Planting Project**

---

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and KLM Scape & Snow LLC d/b/a KLM Landscape, having its principal office at 70570 Powell, Armada, MI 48005 (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, through its Public Service Department, is desirous of having work completed to provide and plant various native trees and shrubs and container plants for the Spring 2016 planting season at Barnum Park and Quarton Lake Park City of Birmingham.

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to perform supply and planting of twenty-two 2"-2.5" B&B trees and 83 container shrubs and plants, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform tree supply and planting.

**NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform tree supply and planting and the Contractor's cost proposal dated March 10, 2016 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$ 9,530.00 as set forth in the Contractor's March 10, 2016 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.



5. 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 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.
6. 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. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor 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.
8. 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.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms,



conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
  - A. Workers' Compensation Insurance: 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.
  - 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 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: 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 shall be *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. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), 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 Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. 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;
  - 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;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. 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 of Birmingham at least (10) days prior to the expiration date.
- K. 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.



13. 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 behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
14. 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.
15. 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.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:
- City of Birmingham  
Attn: Lauren Wood, Director of Public Services  
851 South Eton  
Birmingham, MI 48009
17. 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



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18. 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 said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

Mary A. Rogers  
Mary A. Rogers

CONTRACTOR

By: [Signature]  
Kirk Knobloch  
Its: Owner

CITY OF BIRMINGHAM

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Rackeline J. Hoff  
Its: Mayor

By: \_\_\_\_\_  
Laura Pierce  
Its: City Clerk

Approved:

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

[Signature]  
Joseph A. Valentine, City Manager  
(Approved as to substance)

[Signature]  
Timothy J. Currier, City Attorney  
(Approved as to form)

[Signature]  
Mark Gerber, Director of Finance  
(Approved as to financial obligation)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2016

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.

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PRODUCER The Whims Insurance Agency 322 Main Street Suite 200 P.O. Box 81847 Rochester MI 48308	CONTACT NAME: Jim Tocco PHONE (A/C No. Ext): (248) 651-7321 FAX (A/C No.): (248) 651-3992 E-MAIL: jtocco@whimsinsurance.com ADDRESS: jtocco@whimsinsurance.com
INSURED KLM Scape & Snow LLC, DBA: KLM Landscape 70570 Powell Road Armada MI 48005	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: Cincinnati Casualty 28665 INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL15122316792

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	ADOL SUBR NSD 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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	EPP0226881	1/11/2016	1/11/2017	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 - COMPOP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	EPP0226881	1/11/2016	1/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000 Add'l interest - A'l by contract \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EPP0226881	1/11/2016	1/11/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	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 <input type="checkbox"/> N/A	ENC0300514	1/11/2016	1/11/2017	<input checked="" type="checkbox"/> PER STATUTE OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

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

Coverage as defined in policies. 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 are included as Additional Insureds on the General Liability policy and automobile Liability for services performed by KLM Landscape as their interest may appear, if required by written contract with the named insured subject to the terms and conditions of the policies. Umbrella coverages are following form. 30 day Notice of Cancellation applies.

## CERTIFICATE HOLDER

klaird@bhamgov.org

City of Birmingham  
Attn: Finance Director  
PO Box 3001  
151 Nartin Street  
Birmingham, MI 48012-3001

## 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

Eric Putman/SALES

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## MEMORANDUM

Department of Public Services

**DATE:** March 15, 2016

**TO:** Joseph A. Valentine, City Manager

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

**SUBJECT:** Quarton Lift Station – DeZurik PTW Plug Valve Purchase

---

The Quarton Road Pumping Station was designed to provide temporary protection for 11 residences that are subject to basement flooding as a result of high water conditions within the 27" Evergreen Farmington Sewage Disposal System interceptor. The lift station was installed during the early 1990's. During normal flow conditions the pump station is inactive and flow is directed through gravity. However, during high flow conditions, a float activates the 8" DeZurik PTW plug valve via the EIM Q4N2-6 actuator which diverts the flow and activates the pumping station. A functioning three way plug valve is crucial to the automated operation of the pumping station. Over the years, the valve has been maintained and repairs performed, as needed. The existing valve is the original plug valve and it is completely worn and not functioning, therefore needs replacement.

The Department of Public Services requested a quote for this repair from Kennedy Industries, who serves as the sole source vendor for this work and has been servicing the lift station over the years. Kennedy Industries provided a price of \$5,779.00 for the part. Kennedy Industries informed us they are unable to perform the installation. They did, however; provide names of other qualified vendors. We did solicit quotes from four vendors for this portion of the work. Unfortunately, only one vendor gave us a price which is \$12,120.

The remaining three firms either were unavailable or did not want the job. It is determined no advantage will be gained by the City bidding out this project, due to the emergency nature and the fact this is a sole source vendor for this particular part purchase of a new 8" DeZurik PTW plug valve at the Quarton Road Pumping Station. Once the purchase is authorized shipping will take approximately six to eight weeks including assembly of the valve. Therefore, no competitive bids were obtained for these specialized services.

Due to the upcoming rainy season and based on safety and health purposes, this purchase is deemed an emergency. There are no other options, but to proceed with the repair to assure the pump is in working order. The manufacturer warranty on this valve is two years from shipment. There are no other alternatives, but to proceed with the repair to assure the pump is in working order.



The total cost of this purchase is \$17,899.00. Funds are available in the Sewer Fund – Operating Supplies account #590-536.002-729.0000.

**SUGGESTED RESOLUTION:**

To waive the formal bidding requirements and approve the purchase and installation of the DeZurik PTW plug valve in the total amount not to exceed \$17,899.00; from Kennedy Industries in the amount of \$5,779.00 for the plug valve and for replacement services from Midwest Power Systems in the amount of \$12,120.00 for the Quarton Road Pump Station to be paid from the Sewer Fund – Operating Supplies account #590-536.002-729.0000.





## MEMORANDUM

Department of Public Services

**DATE:** March 16, 2016

**TO:** Joseph A. Valentine, City Manager

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

**SUBJECT:** 2016 Spring Tree Purchase and Planting Project

Sealed bids were opened on Thursday, March 10, 2016 for the cost to provide and plant 100 3"-3.5" caliper balled and burlapped trees. The request for proposals was entered into the Michigan Inter-governmental Trade Network (MITN) purchasing system. The trees to be planted will be placed on various street rights-of-way and parks during the spring of 2016. Six bidders responded to this request. The result of the sealed bids follows in the table below.

Bidder	Base Bid	Complete Bid
<b>KLM Landscape</b>	<b>\$30,325.00</b>	<b>Yes</b>
Great Lakes Landscaping	\$36,549.35	Yes
Greg Davis Landscape Services	\$40,636.00	Yes
Agroscaping, Inc.	\$41,070.00	Yes
Marine City Nursery	\$43,100.00	Yes
Evergreen Tree and Restoration, Inc.	\$44,034.00	Yes

This purchase will include providing all trees, planting, topsoil, pruning and necessary watering. The trees also come with a two year warranty. The bulk of the planting will occur in the right of way on various residential streets. Park planting will take place at Martha Baldwin Park and Barnum Park. Street tree planting continues twice per year, during the spring and fall, either to replace a removed tree or to add a new tree to the street location. Every location where a tree is planted receives a copy of the care instructions for a newly planted tree.

The Department of Public Services recommends awarding the spring 2016 street tree purchase and planting project to KLM Landscape. We have awarded planting projects to KLM Landscape in previous seasons and have been completely satisfied with the service provided. KLM has provided an extremely competitive quote as the cost of trees has been increasing tremendously due to high demand. The average cost per tree planted will be \$303.25. Last year's spring plant consisted of 162 trees and the total bid amount was \$48,262.00, an average of \$297.00 per tree planted. Money has been allocated in the 2015-2016 budget from various accounts for this service.



**SUGGESTED RESOLUTION:**

To approve the purchase and planting of 100 trees from KLM Landscape for the 2016 spring tree purchase and planting project for a total project cost not to exceed \$30,325.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000 and the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.



**ATTACHMENT A - AGREEMENT**  
**For Spring 2016 Tree Purchase and Planting Project**

---

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and KLM Scape & Snow d/b/a KLM Landscape, having its principal office at 70570 Powell, Armada, MI 48005 (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, through its Public Services Department, is desirous of having work completed to supply and install trees in the right of ways, Woodward Avenue median, and parks in the City of Birmingham.

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to perform tree supply and planting of one-hundred 3"-3.5" B&B trees, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform tree supply and planting.

**NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform tree supply and planting and the Contractor's cost proposal dated March 10, 2016 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$ 30,325.00 as set forth in the Contractor's March 10, 2016 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.



5. 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 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.
6. 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. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor 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.
8. 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.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms,



conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
  - A. Workers' Compensation Insurance: 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.
  - 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 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: 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 shall be *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. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), 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 Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. 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;
  - 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;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. 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 of Birmingham at least (10) days prior to the expiration date.
- K. 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.



13. 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 behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
14. 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.
15. 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.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:
- City of Birmingham  
Attn: Lauren Wood, Director of Public Services  
851 South Eton  
Birmingham, MI 48009
17. 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



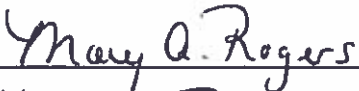
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IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

  
\_\_\_\_\_  
Mary A. Rogers

CONTRACTOR

  
By: \_\_\_\_\_  
Kirk Knobloch  
Its: Owner


CITY OF BIRMINGHAM


\_\_\_\_\_  
  
\_\_\_\_\_

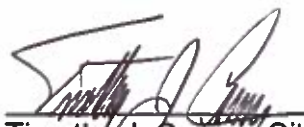
By: \_\_\_\_\_  
Rackeline J. Hoff  
Its: Mayor


By: \_\_\_\_\_  
  
Laura Pierce  
Its: City Clerk

Approved:

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

  
\_\_\_\_\_  
Joseph A. Valentine, City Manager  
(Approved as to substance)

  
\_\_\_\_\_  
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(Approved as to form)

  
\_\_\_\_\_  
Mark Gerber, Director of Finance  
(Approved as to financial obligation)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2016

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<b>PRODUCER</b> The Whims Insurance Agency 322 Main Street Suite 200 P.O. Box 81847 Rochester MI 48308	<b>CONTACT NAME:</b> Jim Tocco <b>PHONE (AC, Ho, Ext):</b> (248) 651-7321 <b>FAX (AC, Ho):</b> (248) 651-3992 <b>E-MAIL ADDRESS:</b> jtocco@whimsinsurance.com														
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## COVERAGES

CERTIFICATE NUMBER: CL15122316792

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	EPP0226881	1/11/2016	1/11/2017	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 - COM/PROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	EPP0226881	1/11/2016	1/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000 Add'l interest - All by contract \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EPP0226881	1/11/2016	1/11/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	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 <input type="checkbox"/> N/A	EMC0300514	1/11/2016	1/11/2017	<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)

Coverage as defined in policies. 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 are included as Additional Insureds on the General Liability policy and automobile Liability for services performed by KLM Landscape as their interest may appear, if required by written contract with the named insured subject to the terms and conditions of the policies. Umbrella coverages are following form. 30 day Notice of Cancellation applies.

## CERTIFICATE HOLDER

## CANCELLATION

klaird@bhamgov.org  City of Birmingham Attn: Finance Director PO Box 3001 151 Nartin Street Birmingham, MI 48012-3001	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  Eric Putman/SALES
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## MEMORANDUM

Engineering Dept.

**DATE:** March 18, 2016

**TO:** Joseph Valentine, City Manager

**FROM:** Paul T. O'Meara, City Engineer

**SUBJECT:** Birmingham Train Station Demolition  
Contract #7-16(M)

---

The Birmingham Train Station located at the east end of Villa Ave. is no longer in operation. All such operations relative to local train passenger boarding is handled at the Troy Transit Center located to the southeast.

As reported in previous memos, the Michigan Dept. of Transportation (MDOT) has offered to pay for the cost of the train station demolition, subject to their terms. As noted in these attachments, the low bidder's contract has now been approved by them, and they are prepared to accept responsibility for reimbursing the City for its costs, provided the work is executed in accordance with the contract.

Bids were opened on December 18, 2015. Attached are the bid results. Three companies submitted bids for this project. The low bidder was ILE Excavating Inc., of Canton, MI, with their bid of \$71,856. The most recent amendment to the contract between the City and MDOT authorized a total reimbursement to the City for \$90,000. Given that costs to the design engineer were approximately \$14,000, we feel that the final cost of this job to the City of Birmingham should be negligible, if any.

We have not worked with ILE Excavating Co. Several references were talked to, all giving positive responses. The company has recently worked on a wide variety of projects for a varied list of clients. We are confident that they are qualified to perform the work on this contract.

The main item of work on this project will be demolition of the concrete ramp built to take passengers from the end of Villa Ave. up to the train loading platform. Other removals will include a simple bus shelter, Amtrak shelter, and the pavement adjacent to the railroad tracks. Once all removals are done, the contractor will regrade the area, and stabilize it with seed and mulch. The current gap in the chain link fence in this area will be removed with a new section, thereby discouraging any entrance to this area by the public.

This project was not included in the 2015-2016 budget and therefore a budget amendment will be necessary. It is recommended to amend the budget for the entire amount of MDOT's authorized reimbursement to cover the engineering, demolition, and any change orders that may occur.



It is recommended that the Birmingham Train Station Demolition, Contract #7-16(M), be awarded to ILE Excavating Co. of Canton, MI in the amount of \$71,856. All costs will be charged to the Capital Projects Fund, account number 401-901.014-981.0100.

SUGGESTED RESOLUTION:

To award the Birmingham Train Station Demolition, Contract #7-16(M), to ILE Excavating Co. of Canton, MI, in the amount of \$71,856, charged to account number 401-901.014-981.0100 and further, to approve the appropriations and budget amendments for a total amount not to exceed \$90,000 for related engineering costs, as follows:

Capital Projects Fund

Revenues:

MDOT Grant #401-901.014-540.0002	\$ 90,000
Total Revenue Adjustments	<u>\$ 90,000</u>

Expenditures:

Public Improvements #401-901.014-981.0100	\$ 90,000
Total Expenditure Adjustments	<u>\$ 90,000</u>



**BID SUMMARY**

**December 18, 2015 - 2:00 PM**

[illegible]





STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

BIRMINGHAM  
MAR 14 2016  
CITY MANAGER'S OFFICE  
KIRK T. STEUDLE  
DIRECTOR

March 3, 2016

Mr. Joseph Valentine  
City of Birmingham  
151 Martin Street, P.O. Box 3001  
Birmingham, Michigan 48012

RE: MDOT Contract 2015-0212  
Third Party Agreement S1

Dear Mr. Valentine:

Enclosed are three copies of the above referenced third party agreement to be executed between City of Birmingham and ILE Excavating. Please return *one* copy of the third party agreement, signed by both parties, to the address below to complete the department's subcontract approval process.

Brenda Allen  
MDOT-Mail Code B460  
Economic Development, Budget and Contracts  
P.O. Box 30050  
Lansing, MI 48909

If you are returning via overnight mail, please send to Attention: Brenda Allen, MDOT Mail Code B460, 425 West Ottawa, Lansing Michigan 48933.

Please be sure the title and signature lines for both parties are completed on the agreement. Once we receive the agreement signed by both parties, we will proceed with our approval. A letter will be sent to you as confirmation of approval. If you have any questions, please contact me at (517) 335-2526.

Sincerely,

Connie Hanrahan  
Contract Administrator  
Economic Development, Budget and Contracts

CH/ba  
Enclosures  
cc: Therese Cody



AMTRAK STATION DEMOLITION - #12-15(M)CONTRACT

*THIS AGREEMENT* made the 14th day of March, 2016, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "City", and ILE Excavating of the Township of Canton, County of Wayne, State of Michigan, hereinafter called the "Contractor", relative to Contract No. 12-15(M), otherwise known as: AMTRAK STATION DEMOLITION in the amount of \$71,856.00 to wit:

1. The documents consisting of RFP, including all exhibits and the General Contract Conditions, and the Bid shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. In the event that there is a conflict between these documents, this Agreement shall control, then the RFP, and then the Bid.
2. The Contractor shall furnish all labor, materials and appliances necessary, and to all the work as set forth in the Proposal, and in accordance with the plans and specifications, which have been made a part of this agreement in a manner, time and place, as therein set forth.
  - a. The Contractor shall provide a Performance Bond, which form is attached hereto and incorporated herein by reference to protect the City, and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms hereof.
  - b. The Contractor shall provide a Payment Bond which form is attached hereto and incorporated herein by reference for the protection of the claimants as defined in MCL §129.201(6) to supply labor or materials to the principal Contractor or his Subcontractor and the prosecution of the work provided for in this contract.
3. Time is of the essence of this agreement. All of the work to be performed by the Contractor shall be completed on or before the Time of Completion, as set forth in the Supplemental Instructions to Bidders. The Contractor shall pay to the City as liquidated damages, the amount per day as set forth under Liquidated Damages in the Supplemental Instructions to Bidders, for each calendar day after the date specified under Time of Completion that the work to be performed by the Contractor is not completed. Liquidated damages are established because of the difficulty in ascertaining actual damages which the City might sustain, and are not intended as a penalty.
4. The City promises and agrees to pay said Contractor for all labor, materials and appliances supplied, and for all work performed under this agreement at the unit prices provided in the attached Proposals and Specifications.



5. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators and assigns.

6. All provisions of the prime contract between MDOT and the City are hereby incorporated in this contract.

7. The Contactor agrees that the costs reported to the Department for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The Contractor also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

*IN WITNESS WHEREOF*, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attest \_\_\_\_\_  
City Clerk

Witnessed \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

\_\_\_\_\_  
Contractor

APPROVAL (1.135 City Code)

\_\_\_\_\_  
City Manager as to Substance

\_\_\_\_\_  
City Attorney as to Form

\_\_\_\_\_  
Director of Finance as to Financial Obligation

\_\_\_\_\_  
City Engineer



**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.



7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011





## MEMORANDUM

Engineering Dept.

**DATE:** February 23, 2016

**TO:** Joseph Valentine, City Manager

**FROM:** Paul T. O'Meara, City Engineer

**SUBJECT:** Birmingham Train Station Demolition  
MDOT Reimbursement Agreement  
Amendment #2

---

As you may recall, the MI Department of Transportation (MDOT) has offered to reimburse up to 100% of the costs incurred by the City in its efforts to remove the now defunct Birmingham Train Station located at the east end of Villa Ave. Originally, the reimbursement agreement stipulated that the work must be done in calendar year 2015, and that total reimbursement would not exceed \$40,000. The demolition project was originally bid in October of last year, with the requirement that the work be completed prior to the end of December.

Only one incomplete bid was received. Our office took this as an indication that the job was not desirable because it did not provide enough time to put it into a contractor's schedule. In November, an amendment to the MDOT agreement was prepared that allowed the project to be completed by September, 2016. With this additional time, the project was rebid in December essentially unchanged, except that the work could be done anytime prior to June 15, 2016.

The December bid opening resulted in three complete bids. The low bidder's cost was almost \$72,000. Considering the over \$14,000 in engineering fees already incurred, it was clear that the original estimate of \$40,000 for the total project was inadequate. I reviewed this situation with MDOT staff. After internal discussions, they agreed to provide another amendment to the agreement, this time putting a cap of \$90,000 (total) in the available reimbursement. The second amendment is now attached.

Should the Commission concur, the City should bear virtually no cost at all towards the demolition of the Birmingham Train Station. Upon approval, we will forward the bidding documents containing information about the low bidder to MDOT for their review and approval to proceed with this project. Upon receipt of said written approval, a recommendation to award the contract to the low bidder will be forwarded to the Commission at a later date.

### SUGGESTED RESOLUTION:

To authorize the Mayor to sign the Amendment to Contract Number 2015-0212 with the Michigan Department of Transportation to increase the Contract amount to a revised total of \$90,000, and further to adopt the following resolution:

WHEREAS, The CONTRACT provides for the final design/demolition and restoration of the relocated Birmingham passenger rail platform at the Intermodal Transit Facility; and



WHEREAS, the parties desire to increase the CONTRACT value to provide sufficient funds for the City to perform the services;

NOW THEREFORE, the parties agree that the CONTRACT exists and that the same is amended as follows:

1. In order increase the CONTRACT by \$50,000, for a revised total CONTRACT amount of \$90,000, Sections 1, 3, 4, and 5(c) of the CONTRACT are amended as follows:

“MDOT will reimburse the CITY for all eligible PROJECT costs, as set forth in Revised Attachment A, within thirty (30) days of receiving said billings, up to a maximum amount of Ninety Thousand Dollars (\$90,000).”

2. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
3. The CITY waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend and/or extend the CONTRACT.
4. This amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CITY and the DEPARTMENT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representative of the CITY, a certified copy of which resolution will be sent to the DEPARTMENT with this Amendatory Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Amendatory Contract to be awarded.





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

KIRK T. STEUDLE  
DIRECTOR

February 18, 2016

Mr. Joseph Valentine  
City of Birmingham  
151 Martin Street, P.O. Box 3001  
Birmingham, Michigan 48012

BIRMINGHAM

FEB 23 2016

CITY MANAGER'S OFFICE

Dear Mr. Valentine:

RE: MDOT Contract 2015-0212/A2

Enclosed are two originals and one copy (for your records) of the above described contract between City of Birmingham and the Michigan Department of Transportation (MDOT). If this contract meets with your approval, please complete the following items:

- Secure the necessary signature(s) on **BOTH** original contracts. **PLEASE PRINT NAME AND TITLE OF SIGNER(S)** in the space provided.
- Please **DO NOT DATE, UNSTAPLE, OR MAKE ANY MARKS** on the original contracts. An extra copy has been provided for you. We will date the contracts when they are awarded. A contract is not awarded unless it has been signed by both parties.
- Include a **CERTIFIED RESOLUTION or CONSULTANT DATA AND SIGNATURE SHEET** (MDOT form 5100J at <http://mdotcf.state.mi.us/public/webforms/public/5100J.pdf>). The resolution or MDOT Form 5100J should specifically name the officials who are authorized to sign the contracts and be included with your signed contract. If this is an amendment or revision or if you already have a blanket signature resolution/Consultant Data and Signature sheet (MDOT form 5100J) on file with us and there have been no changes, there is no need to include either document.
- Return **BOTH** original contracts to **MDOT- Mail Code B460, Attention: Brenda Allen, P.O. Box 30050, Lansing, Michigan 48909**. If returning via overnight delivery, please send to MDOT – Mail Code B460, Attention: Brenda Allen, 425 West Ottawa, Lansing, Michigan 48933. One original of the awarded contract will be forwarded to you.

Please contact your project manager if you have any questions. If your project manager is unavailable, feel free to contact me at (517) 373-0348 or Connie Hanrahan at (517) 335-2526.

Sincerely,

Kelly Villarreal  
Contract Administrator  
Economic Development, Budget and Contracts

KV/ba  
Enclosure



**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**CITY OF BIRMINGHAM**

**AMENDMENT**

This Amendatory Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation (MDOT) and the City of Birmingham (CITY) for the purpose of amending Contract No. 2015-0212 (CONTRACT), dated August 28, 2015, as amended.

**Recitals:**

The CONTRACT provides for the final design/demolition and restoration of the relocated Birmingham passenger rail platform at the Intermodal Transit Facility in the city of Birmingham; and

The parties desire to amend the CONTRACT to increase the amount in order to cover higher than anticipated costs associated with the project.

The parties agree that the CONTRACT be and that the same is amended as follows:

1. In order to increase the CONTRACT amount by Fifty Thousand Dollars (\$50,000.00), for a revised total CONTRACT amount of Ninety Thousand Dollars (\$90,000.00), Section 1, the first paragraph of Section 3, the first paragraph of Section 4, and subsection (c) of Section 5 of the CONTRACT, respectively, are amended to read as follows; and Attachment A of the CONTRACT, dated March 26, 2015, is replaced with Revised Attachment A, dated February 8, 2016, attached hereto and made a part hereof, and all references in the CONTRACT to Attachment A will be construed to mean Revised Attachment A, dated February 8, 2016:

**“Section 1. PURPOSE**

This Contract is to provide for the final design/demolition and restoration of the relocated Birmingham passenger rail platform at the Intermodal Transit Facility, as set forth in Revised Attachment A, dated February 8, 2016 (PROJECT). The PROJECT will be performed in accordance with the Statement of Work submitted to the FRA by MDOT, attached to and made part of the Grant Agreement (as defined in Section 2 below).



MDOT will participate in the PROJECT by making up to Ninety Thousand Dollars (\$90,000.00) in ARRA funding available to the CITY for use in financing the PROJECT, as set forth in Section 4."

"MDOT and the CITY agree that the maximum PROJECT amount of Ninety Thousand Dollars (\$90,000.00) set forth in Revised Attachment A represents estimated line item costs required to complete the PROJECT and may be subject to revision and adjustment. Therefore, MDOT and the CITY agree that revisions or adjustments to estimated line item costs set forth in Revised Attachment A are permitted, provided, however, that such revisions or adjustments will not result in an increase in the financial obligations of MDOT, as set forth in Section 4 of this Contract, or in a change in the scope of the PROJECT, unless by prior award of a written amendment to this Contract. All costs in excess of the amount stated above will be the CITY's responsibility"

"The PROJECT cost will be met by contributions from the federal government. Federal ARRA funds will be applied to 100 percent of the eligible items of PROJECT cost not to exceed Ninety Thousand Dollars (\$90,000.00), as set forth in Revised Attachment A. All costs in excess of the amount stated above will be the CITY's responsibility."

"c. MDOT will reimburse the CITY for all eligible PROJECT costs, as set forth in Revised Attachment A, within thirty (30) days of receiving said billings, up to a maximum amount of Ninety Thousand Dollars (\$90,000.00)."

2. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
3. The CITY agrees that the compensation noted above represents payment in full for all services requested by MDOT and waives any and all claims it has or may have against MDOT that arise out of the need to amend the CONTRACT.



4. This Amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CITY and MDOT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representatives(s) of the CITY, a certified copy of which resolution will be sent to MDOT with this Amendatory Contract, as applicable.

CITY OF BIRMINGHAM

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director



REVISED ATTACHMENT A  
THE CITY OF BIRMINGHAM  
AND  
THE STATE OF MICHIGAN

February 8, 2016

Total estimated cost breakdown for the final design, demolition and restoration of the relocated Birmingham platform/site in Birmingham, Michigan:

Professional services, architectural and engineering, and construction management	\$15,000
Demolition, Site Restoration	<u>75,000</u>
<b>Project Total</b> to be contributed by the Michigan Department of Transportation	<b>\$ 90,000</b>

Funding source:

ARRA

FY10/77619 \$90,000

WB 0030





## MEMORANDUM

Engineering Dept.

**DATE:** November 13, 2015

**TO:** Joseph Valentine, City Manager

**FROM:** Paul T. O'Meara, City Engineer

**SUBJECT:** Birmingham Train Station Demolition  
MDOT Reimbursement Agreement Amendment

---

In about February of this year, the Troy Transit Center was opened to the public. At that time, the Birmingham Train Station ceased operations, and all public users of the train station were directed to start using the Troy facility. It is now the City of Birmingham's responsibility to remove the existing train station, which is no longer needed. Removal will include the following:

1. Removal of the concrete ramp that assists riders in walking up from the end of Villa Ave. up to the train loading platform area.
2. Removal of the loading platform area adjacent to the tracks (CN Railroad has indicated a desire to be in control of the removal operation for the pavement located between the two tracks, so they have offered to do this at their expense.)
3. Removal of the simple passenger shelter, and the shelter that previously housed a handicap lift device.
4. Removal of any remaining signs.
5. Installation of chain link fence to connect to existing fencing already in place to the north and south of the facility, making this area inaccessible to trespassers.

The MI Dept. of Transportation (MDOT) offered to assist the City by covering 100% of the City's costs to remove the facility, provided that all MDOT requirements relative to following federal funding requirements are met, up to a total of \$40,000. The agreement was written with a deadline of the end of the calendar year for job completion.

At the meeting of July 13, 2015, the reimbursement agreement was approved by the City Commission. Hubbell, Roth, & Clark was hired to assist with the preparation of plans and specifications. Completion of the final bidding documents was delayed in part due to the need to obtain approval from both CN Railroad, and MDOT. Bids were accepted on October 2, 2015, with the intention that the work would be done by December 18, 2015. Unfortunately, only one company submitted a bid, and it was declared irregular because only some work items were priced, while other work items were left blank. After reviewing the irregularity with the one bidder, they were under the mistaken impression that they could elect to do some of the work, but not all of it.

The lack of bids received was considered to be a function of the time of year, and that most contractors had full schedules already for the end of the 2015 construction season. We



reviewed the results with MDOT, and they offered to provide an amendment to the contract extending the completion date by 9 months, or September 30, 2016.

The attached amendment to the original contract accomplishes the time extension required. If approved by the Commission, it is our intention to reissue the project in similar format in the near future, allowing contractors the right to complete the demolition by June 30, 2016. Reimbursement terms (100% up to \$40,000) with MDOT will still apply.

It is recommended that the City Commission agree to the amendment to the original MDOT contract offering reimbursement of costs to the City for the demolition of the Birmingham Amtrak Train Station facility located at the east end of Villa Ave.

#### SUGGESTED RESOLUTION:

WHEREAS, The CONTRACT provides for the final design/demolition and restoration of the relocated Birmingham passenger rail platform at the Intermodal Transit Facility; and

WHEREAS, the parties desire to extend the CONTRACT term to provide sufficient time for the City to perform the services;

NOW THEREFORE, the parties agree that the CONTRACT exists and that the same is amended as follows:

1. In order to extend the term of the CONTRACT by nine (9) months, Section 18 of the CONTRACT is amended as follows:  
  
"This contract will be in effect from August 28, 2015, through September 30, 2016. No PROJECT work may begin until the CITY received a written notification to proceed from MDOT."
2. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
3. The CITY waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend and/or extend the CONTRACT.
4. This amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CITY and the DEPARTMENT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representative of the CITY, a certified copy of which resolution will be sent to the DEPARTMENT with this Amendatory Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Amendatory Contract to be awarded.





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

KIRK T. STEUDLE  
DIRECTOR

October 26, 2015

Mr. Joseph Valentine  
City of Birmingham  
151 Martin Street, P.O. Box 3001  
Birmingham, Michigan 48012

Dear Mr. Valentine:

RE: MDOT Contract 2015-0212/A1

Enclosed are two originals and one copy (for your records) of the above described contract between City of Birmingham and the Michigan Department of Transportation (MDOT). If this contract meets with your approval, please complete the following items:

- Secure the necessary signature(s) on **BOTH** original contracts. **PLEASE PRINT NAME AND TITLE OF SIGNER(S)** in the space provided.
- Please **DO NOT DATE, UNSTAPLE, OR MAKE ANY MARKS** on the original contracts. An extra copy has been provided for you. We will date the contracts when they are awarded. A contract is not awarded unless it has been signed by both parties.
- Include a **CERTIFIED RESOLUTION or CONSULTANT DATA AND SIGNATURE SHEET** (MDOT form 5100J at <http://mdotcf.state.mi.us/public/webforms/public/5100J.pdf> ). The resolution or MDOT Form 5100J should specifically name the officials who are authorized to sign the contracts and be included with your signed contract. If this is an amendment or revision or if you already have a blanket signature resolution/Consultant Data and Signature sheet (MDOT form 5100J) on file with us and there have been no changes, there is no need to include either document.
- Return **BOTH** original contracts to **MDOT- Mail Code B460, Attention: Brenda Allen, P.O. Box 30050, Lansing, Michigan 48909**. If returning via overnight delivery, please send to MDOT – Mail Code B460, Attention: Brenda Allen, 425 West Ottawa, Lansing, Michigan 48933. One original of the awarded contract will be forwarded to you.

Please contact your project manager if you have any questions. If your project manager is unavailable, feel free to contact me at (517) 373-0348 or Connie Hanrahan at (517) 335-2526.

Sincerely,

Kelly Villarreal  
Contract Administrator  
Economic Development, Budget and Contracts

BIRMINGHAM

OCT 29 2015

CITY MANAGER'S OFFICE

KV/ba  
Enclosure



**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**CITY OF BIRMINGHAM**

**AMENDMENT**

THIS AMENDATORY CONTRACT is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and City of Birmingham, hereinafter referred to as the "City," for the purpose of amending Contract No. 2015-0212, dated August 28, 2015, hereinafter referred to as the "CONTRACT."

WITNESSETH:

WHEREAS, the CONTRACT provides for the final design/demolition and restoration of the relocated Birmingham passenger rail platform at the Intermodal Transit Facility; and

WHEREAS, the parties desire to extend the CONTRACT term to provide sufficient time for the City to perform the services;

NOW, THEREFORE, the parties agree that the CONTRACT be and that the same is amended as follows:

1. In order to extend the term of the CONTRACT by nine (9) month(s), Section 18 of the CONTRACT is amended to read as follows:  
  
"This Contract will be in effect from August 28, 2015, through September 30, 2016. No PROJECT work may begin until the CITY receives a written notification to proceed from MDOT."
2. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
3. The CITY waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend and/or extend the CONTRACT.



4. This Amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CITY and the DEPARTMENT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representative(s) of the CITY, a certified copy of which resolution will be sent to the DEPARTMENT with this Amendatory Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Amendatory Contract to be awarded.

CITY OF BIRMINGHAM

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director





## MEMORANDUM

Engineering Dept.

**DATE:** July 1, 2015

**TO:** Joseph Valentine, City Manager

**FROM:** Paul T. O'Meara, City Engineer

**SUBJECT:** Birmingham Train Station Demolition

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In 2004, when the property in the immediate area of the train station parking lot was being redeveloped, the City updated and reconstructed a simple train station consisting of a concrete ramp for passengers to walk from Villa Ave. up to the loading platform, and a new simple shelter. The improvements were intentionally kept simple with the idea that something better would be built in the near future with the City of Troy.

Now that the Troy Transit Center is fully operating, the Birmingham Train Station needs to be removed. The MI Dept. of Transportation (MDOT) has offered to cover the cost of this work. Working with their staff, we have estimated that the cost of putting together bidding documents with an engineering firm, and paying a contractor to complete the work will cost about \$40,000. The attached agreement has been prepared by MDOT to document the terms that the City will have to follow to accept these funds. The agreement has been reviewed by the City Attorney's office, and has been endorsed.

Of particular note in the agreement is Section 2.a.(xvi), which clarifies that participation in this agreement in no way is intended to somehow involve Birmingham in the operation or maintenance of other related facilities, such as the one recently constructed for the City of Troy.

Hubbell, Roth, & Clark was hired by Birmingham to prepare the design documents for this facility that must now be removed. Further, they were the lead civil engineer on the design team for the Troy Transit Center. They are familiar with working with CN RR staff, and obtaining needed approvals from their office. With that in mind, it is our intent to hire them to create the bidding documents needed to proceed. Once the agreement has been finalized with MDOT, our office will bring a separate proposal from HRC so that they can get started on their portion of this work.

### SUGGESTED RESOLUTION:

To approve the agreement with the MI Department of Transportation to reimburse the City of Birmingham for all related costs to demolish the existing Birmingham Train Station up to a cost not to exceed \$40,000.





**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**CITY OF BIRMINGHAM**  
**RAIL PASSENGER STATION**  
**CAPITAL CONTRACT**

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation (MDOT) and the City of Birmingham (CITY).

**Recitals:**

The Federal Railroad Administration (FRA) has awarded High Speed Rail funds for the final design/demolition and restoration of the relocated Birmingham passenger rail platform at the Intermodal Transit Facility located in the city of Birmingham; and

The federal funding will be provided under the American Recovery and Reinvestment Act of 2009 (ARRA) pursuant to the FRA's High-Speed Intercity Passenger Rail program (HSIPR); and

The purpose of the project is to benefit intercity passenger rail service, and the CITY is committed to helping to achieve, to the extent to which it is capable, the anticipated project benefits.

The parties agree as follows:

**Section 1. PURPOSE**

This Contract is to provide for the final design/demolition and restoration of the relocated Birmingham passenger rail platform at the Intermodal Transit Facility, as set forth in Attachment A, dated March 26, 2015 (PROJECT). The PROJECT will be performed in accordance with the Statement of Work submitted to the FRA by MDOT, attached to and made part of the Grant Agreement (as defined in Section 2 below).

MDOT will participate in the PROJECT by making up to Forty Thousand Dollars (\$40,000.00) in ARRA funding available to the CITY for use in financing the PROJECT, as set forth in Section 4.



## **Section 2. PROJECT**

- a. The CITY will perform or cause to be performed all of the PROJECT work. It is understood that the CITY will contract for all or portions of the PROJECT work, including the final design/demolition and restoration services. The performance of the PROJECT work will be subject to all requirements contained in MDOT's grant/cooperative agreement with the FRA concerning the PROJECT, Grant Agreement Number FR-HSR-0084-11-01-00 (Grant Agreement), a copy of which will be provided under separate cover when available, and to the following:
- (i) The PROJECT will comply with the requirements of the Americans with Disabilities Act.
  - (ii) All CITY subcontracts will be submitted for approval to MDOT and, if necessary, to the FRA, prior to award. Any such approvals will not be construed as a warranty of the subcontractors' qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
  - (iii) It is understood that the CITY will, under contract with a licensed engineer and/or architect, perform all engineering activities required for completion of the PROJECT.
  - (iv) The CITY will neither advertise nor award the construction contract(s) for the PROJECT prior to receipt of written authorization from MDOT to proceed.
  - (v) The CITY, prior to receiving authorization from MDOT to advertise the construction contract(s), will certify to MDOT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable state and federal standards and regulations.
  - (vi) It is understood that the construction contract(s) for the PROJECT will be publicly advertised and awarded on the basis of the lowest responsive and responsible bid, in accordance with current FRA and MDOT procedures, including 49 CFR Part 18. The successful bidder(s) will be qualified to perform the work in accordance with all bidding requirements, as determined and approved by MDOT and the FRA.
  - (vii) The CITY, prior to receipt of authorization from MDOT to award the construction contract(s), will certify to MDOT that the selection of the contractor(s) was made in accordance with the terms of this Contract and applicable federal, state, and local statutes, regulations, and ordinances.



- (viii) During the construction phase of the PROJECT, the CITY, through its PROJECT engineer/architect, will be in charge of the PROJECT and will ensure that the plans and specifications are followed.
- (ix) The CITY will secure any and all necessary permits with concerned federal, state, and local agencies, etc., as may be necessary under federal, state, and local laws for the performance of work required for the PROJECT and will forward such permits to MDOT for such reviews and approvals as may be required.
- (x) The CITY will require any contractor that is awarded a contract for the construction of the PROJECT to provide and maintain, at a minimum, the following insurance:

Personal injury, bodily injury, and property damage insurance for the duration of the PROJECT in the amount of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

Owner's protective liability insurance naming as insured the State of Michigan, the Michigan State Transportation Commission, MDOT, the CITY, and their officials, agents, and employees for the duration of the PROJECT. Copies of certificates of insurance will be provided to the insured. The insurer will be required to give 30 days written notice of any cancellation or change in coverage to the insured. It is understood that MDOT does not assume ownership of the PROJECT building(s) or of the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

The CITY will provide MDOT with written notice by certified mail of any cancellation or change in insurance coverage within fourteen (14) days of receiving notice of any such cancellation or change.

The CITY agrees that ARRA funds will not be used for first-dollar liability costs for insurance.

- (xi) The CITY will, within ten (10) days of any ceremony to be held in connection with the PROJECT, notify MDOT.
- (xii) The CITY will, when issuing any news release or promotional material regarding the PROJECT, give MDOT and the FRA credit for participation in the PROJECT and provide that the PROJECT is funded by the FRA with funds provided through ARRA.
- (xiii) The CITY will consider posting a sign at all fixed PROJECT locations at the most publicly accessible location announcing that the PROJECT is



funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the American Recovery and Reinvestment Act. The configuration of the sign(s) will be consistent with guidance issued by the Office of Management and Budget (OMB) and/or the U.S. Department of Transportation and must be approved by the FRA.

- (xiv) Within sixty (60) days of completion of all PROJECT work, the CITY will prepare a PROJECT report, in accordance with current MDOT requirements, and submit it to

Al Johnson, Supervisor  
Office of Rail/MDOT  
425 West Ottawa Street, P. O. Box 30050  
Lansing, MI 48909

- (xv) Upon completion of the PROJECT work and acceptance thereof by the CITY, the CITY will so notify MDOT and will request a final acceptance inspection of the PROJECT work. MDOT will make a final acceptance inspection of the PROJECT work, as necessary to meet federal aid requirements.
- (xvi) It is understood that the CITY is responsible for the facilities constructed under the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The CITY certifies, by award of this Contract, that upon completion of construction and at no cost to the PROJECT or MDOT, it will properly maintain, or provide for the maintenance and operation of, the PROJECT facilities in a state of good repair, making ample provisions each year for the performance of such maintenance work as may be required, for a period of a minimum of twenty (20) years from the date the PROJECT property is placed in service.

It is further understood that this PROJECT, as set forth in Attachment A, is for the final design/demolition and restoration of the relocated Birmingham passenger rail platform site located in the city of Birmingham. The CITY is not responsible for the construction, operation, and/or maintenance of any other facilities, including, but not limited to, certain facilities designed and constructed pursuant to a separate contract dated October 1, 2011, between MDOT and the City of Troy.

Failure of the CITY to fulfill its responsibilities as outlined herein may disqualify the CITY from future federal aid participation in transportation projects or in other projects for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected and the improvements constructed as the PROJECT is brought to a satisfactory condition of maintenance.



- (xvii) The CITY will comply with Section 114 of the Clean Air Act, 42 USC 7414, and Section 308 of the Federal Water Pollution Control Act, 33 USC 1318, and all regulations issued thereunder. The CITY will include this provision in all subcontracts relating to this PROJECT and will also include in such subcontracts the criteria and requirements of the "Environmental Protection" section of the Grant Agreement and an affirmative covenant requiring the contractor(s) and/or subcontractor(s) to immediately inform MDOT upon the receipt of a communication from the U.S. Environmental Protection Agency (EPA) regarding the EPA's List of Violating Facilities.
- (xviii) The CITY will promptly refer to the U.S. Department of Transportation Inspector General any credible evidence that a principal, employee, agency, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- (xix) The CITY agrees to comply with the cargo preference requirements of 46 USC 1241(b), the regulations issued thereunder, 46 CFR Part 381, and the Grant Agreement. The CITY will include this provision in all PROJECT subcontracts.
- (xx) The CITY agrees to comply with the "Patent Rights" and "Rights in Data and Copyrights" sections of the Grant Agreement.
- (xxi) The PROJECT property, equipment, and supplies financed by the Grant Agreement will be used for the PROJECT purposes for the duration of their useful life, as determined by FRA. Such property, equipment, and supplies are subject to the property management standards, including disposition, of 49 CFR Part 18.
- (xxii) The CITY agrees not to execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect FRA interest in any PROJECT property or equipment.
- (xxiii) The CITY agrees to include in all subcontracts involving ARRA funds a clause providing that the performance of the PROJECT work will be subject to all requirements contained in the Grant Agreement.
- (xxiv) MDOT, its successors, and its assignees will have the right to use the PROJECT property for the purpose of providing intercity passenger rail service during the term of this Contract.



- (xxv) The CITY will not modify or otherwise alter the PROJECT property in a manner that would decrease reliability for the existing intercity passenger rail service during the term of this Contract without MDOT's prior written approval.
- b. The CITY will comply with all applicable federal, state, and local statutes, ordinances, regulations, and requirements and will obtain all permits and approvals required for the performance of the PROJECT work.

### **Section 3. COST**

MDOT and the CITY agree that the maximum PROJECT amount of Forty Thousand Dollars (\$40,000.00) set forth in Attachment A represents estimated line item costs required to complete the PROJECT and may be subject to revision and adjustment. Therefore, MDOT and the CITY agree that revisions or adjustments to estimated line item costs set forth in Attachment A are permitted, provided, however, that such revisions or adjustments will not result in an increase in the financial obligations of MDOT, as set forth in Section 4 of this Contract, or in a change in the scope of the PROJECT, unless by prior award of a written amendment to this Contract. All costs in excess of the amount stated above will be the CITY's responsibility.

No work may begin on the PROJECT until the work plan is approved by MDOT and MDOT provides the CITY with written notification to proceed. MDOT will allow costs to be incurred by the CITY for the PROJECT prior to award of this Contract. If costs are incurred for the PROJECT that are not approved by MDOT, those costs will not be eligible for reimbursement and will remain the responsibility of the CITY. If for any reason this Contract is not awarded, MDOT will not be responsible for any expenses that have been incurred.

Funding for this Contract made available through legislative appropriation is based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

### **Section 4. COST REIMBURSEMENT**

The PROJECT cost will be met by contributions from the federal government. Federal ARRA funds will be applied to 100 percent of the eligible items of PROJECT cost not to exceed Forty Thousand Dollars (\$40,000.00), as set forth in Attachment A. All costs in excess of the amount stated above will be the CITY's responsibility.

Reimbursement for costs incurred is subject to the cost criteria set forth in OMB Circular A-87, 49 CFR Part 18, and Federal Acquisition Regulations, 48 CFR Chapter I, Subpart 31.2, incorporated herein by reference. ARRA funds used for management and administrative costs will be allowable, reasonable, allocable, and in accordance with applicable OMB cost principles.



**Section 5. METHOD OF REIMBURSEMENT**

- a. The reimbursements identified in Section 4 will be made by MDOT against invoices presented to it by the CITY detailing actual costs by the CITY and/or its subconsultants as well as evidence of payment and/or other supporting documentation by the CITY. Reimbursement for costs incurred is subject to review and approval by MDOT.
- b. The CITY will submit along with each invoice, as identified in Section 5(a), a PROJECT billing summary showing actual PROJECT costs to date. The CITY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The CITY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
- c. MDOT will reimburse the CITY for all eligible PROJECT costs, as set forth in Attachment A, within thirty (30) days of receiving said billings, up to a maximum amount of Forty Thousand Dollars (\$40,000.00).

**Section 6. AUDIT AND RECORD RETENTION**

The CITY agrees to the following:

- a. The CITY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
- b. The CITY will also maintain accurate records of all information relating to the following (as part of the RECORDS): support for any proposal, change order, or request for equitable adjustment submitted by the CITY; Contract compliance and performance, including any work or deliverables in progress; compliance with applicable provisions of the Grant Agreement; and support for all direct and indirect costs or prices charged to MDOT.
- c. The CITY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507) and the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h, as applicable with regard to audits, that are in effect at the time of Contract award.
- d. The CITY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the



CITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired, or until the end of the three (3) year period, whichever is later.

- e. MDOT, the FRA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives will have access to and the right to inspect, copy, and/or audit the RECORDS, at any reasonable time after giving reasonable notice. In connection with such audit and inspection activities, MDOT, the FRA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives will be afforded access to the PROJECT facilities and to contract work and/or deliverables in progress, the opportunity to interview the CITY's employees concerning any matter relating to the Contract, and adequate and appropriate workspace.
- f. The entire PROJECT will be subcontracted. The CITY will assure, and is responsible for, compliance with subsections (a), (b), (c), (d), and (e) above for all subcontracted work, and will require all subcontractors to include these subsections in all lower tier subcontract(s) and/or purchase order(s).
- g. The CITY must comply with applicable state laws and regulations relative to audit requirements.
- h. The CITY is subject to state monitoring activities, which may include limited scope reviews and other on-site monitoring.
- i. MDOT, the FRA, the U.S. Department of Transportation, and the U.S. Comptroller General, and their authorized representatives have the right to make site visits at all reasonable times, and the CITY must provide access to all reasonable facilities at such visits.

## **Section 7. AUDIT AND REPAYMENT**

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the CITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the CITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CITY will (a) respond in writing to MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or



questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The CITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the CITY, the CITY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the CITY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the CITY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the CITY under this Contract or any other agreement or payable to the CITY under the terms of PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the CITY in a timely filed RESPONSE.

#### **Section 8. INDEMNIFICATION**

Each party to this Contract will remain responsible for any claims arising out of its performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

#### **Section 9. NONDISCRIMINATION**

- a. The CITY and MDOT will comply with the fair employment and equal opportunity practices of Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR Part 60. The CITY will include this provision in all subcontracts relating to this Contract.



- b. In connection with the performance of the PROJECT under this Contract, the CITY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
- c. During the performance of this Contract, the CITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241 as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
- d. The CITY will carry out the applicable requirements of MDOT's DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

#### **Section 10. SUBLETTING**

No portion of the PROJECT will be sublet without the prior written consent of MDOT. Consent to sublet any portion of the PROJECT will not be construed to relieve the CITY of any responsibility or obligation under or for the fulfillment of this Contract. All contracts, including amendments with subcontractors, in excess of Twenty- Five Thousand Dollars (\$25,000.00), will be submitted to MDOT for approval prior to award and will contain all applicable provisions of this Contract. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

#### **Section 11. ENTIRE CONTRACT**

This Contract constitutes the entire agreement between the parties with respect to the PROJECT. There are no other agreements, either expressed or implied. All prior contracts, agreements, and understandings between the parties with respect to the PROJECT are subsumed within this Contract. Except as otherwise provided in this Contract, no change in, modification to, or amendment to this Contract will be of any force or effect unless in writing, dated, and awarded by the duly authorized representatives of the parties.

#### **Section 12. CHANGES**

All changes in the scope or character of the PROJECT or in the cost, compensation, or term of this Contract will be by award of a prior written amendment to this Contract by the parties. The parties will not enter into or agree to any substantive changes in the Contract without the FRA's prior written consent.



### **Section 13. TERMINATION**

MDOT may terminate this Contract for convenience or cause, as set forth below, before the PROJECT is completed. Written notice of termination will be sent to the CITY. The CITY will be reimbursed in accordance with the following:

**a. Termination for Convenience:**

If MDOT terminates this Contract for convenience, MDOT will give the CITY written notice of such termination thirty (30) days prior to the date of such termination, and the CITY will be reimbursed for eligible PROJECT costs incurred up to the effective date set forth in the notice of termination. In no case will the compensation paid to the CITY for partial completion of the PROJECT exceed the amount the CITY would have received had the PROJECT been completed.

**b. Termination for Cause:**

In the event the CITY fails to complete any part of the PROJECT in a manner satisfactory to MDOT, MDOT may terminate this Contract. If MDOT terminates this Contract for cause before the PROJECT is completed, MDOT will not reimburse the CITY for any PROJECT costs. Written notice of termination will be sent to the CITY.

In the event that termination by MDOT is necessitated by any wrongful breach, failure, default, or omission by the CITY, MDOT will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CITY under this Contract, as well as any other existing or future contracts between the CITY and MDOT, for any and all damages and costs incurred or sustained by MDOT as a result of its termination of this Contract due to the wrongful breach, failure, default, or omission by the CITY. In the event of termination of this Contract, MDOT may procure the PROJECT work from other sources and hold the CITY responsible for any damages or excess costs occasioned thereby.

### **Section 14. UNFAIR LABOR PRACTICES**

- a. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the CITY, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the



CITY or the name of a subcontractor, manufacturer, or supplier utilized by the CITY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

- b. The CITY will comply with the requirements of 40 USC 3141.
- c. The CITY and MDOT will comply with the state, local government, and contractor whistleblower protections of ARRA.

#### **Section 15. SEVERABILITY**

If any part of this Contract is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this Contract, and the remaining parts of this Contract will be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

#### **Section 16. ASSIGNMENT OF ANTITRUST RIGHTS**

With regard to claims based on goods or services that were used to meet the CITY's obligation to MDOT under this Contract, the CITY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The CITY will require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the CITY's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The CITY will notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CITY's obligation to MDOT under this Contract may have occurred or is threatened to occur. The CITY will also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the CITY's obligation to MDOT under this Contract.

#### **Section 17. ARRA REQUIREMENTS**

This Contract is subject to all applicable requirements and conditions of ARRA, including, but not limited to, the requirements set forth in Attachment B, pages 1 through 6, attached hereto and made a part hereof.

The CITY agrees that it and its subcontractors will provide all documentation requested by MDOT for its use in preparing reports required by the Grant Agreement, including all



ARRA reporting requirements, and any supplemental reports as may be required. Should the CITY and/or any of its subcontractors fail to provide such documentation, MDOT may withhold reimbursement of federal funds for the PROJECT work until compliance is achieved.

The CITY agrees that ARRA funds will not be used for any casino or other gaming establishment, aquarium, zoo, golf course, or swimming pool.

The CITY agrees that, to the maximum extent possible, contracts funded under ARRA will be awarded as fixed-price contracts through the use of competitive procedures, and that the CITY will provide a summary of any contract awarded with ARRA funds that is not fixed-price and not awarded using competitive procedures to MDOT.

The CITY agrees to comply with the Buy American requirements of 49 USC 24405(a).

#### **Section 18. TERM**

This Contract will be in effect from the date of award through December 31, 2015. No PROJECT work may begin until the CITY receives a written notification to proceed from MDOT.

The timely delivery of ARRA projects is critical. The expectation is that all PROJECT funds will be obligated within a year.

Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the CITY. The parties will not enter into or agree to any such extension of the Contract without the FRA's prior written consent. Upon approval and authorization, a written time extension amendment will be issued by MDOT. The terms and conditions of the extension will be set forth in the amendment. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.

#### **Section 19. ASSIGNMENT**

The CITY will retain and not voluntarily sell, dispose, or abandon the PROJECT property without the prior written approval of MDOT.

#### **Section 20. APPLICATION OF FEDERAL LAW**

The CITY and MDOT agree that federal requirements, including federal laws, regulations, policies, and related administrative practices, may change and the changed requirements will apply to the PROJECT, as required. The CITY will include this provision in all subcontracts financed with ARRA funds relating to this Contract.



**Section 21. AWARD**

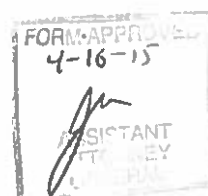
This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CITY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the CITY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF BIRMINGHAM

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director





ATTACHMENT A  
THE CITY OF BIRMINGHAM  
AND  
THE STATE OF MICHIGAN

March 26, 2015

Total estimated cost breakdown for the final design, demolition and restoration of the relocated Birmingham platform/site in Birmingham, Michigan:

Professional services, architectural and engineering, and construction management	\$5,000
Demolition, Site Restoration	<u>35,000</u>
<b>Project Total</b> to be contributed by the Michigan Department of Transportation	<b>\$ 40,000</b>

Funding source:

ARRA

FY10/77619 \$40,000

WB 0030



## ATTACHMENT B

The following conditions apply to work funded under the American Recovery and Reinvestment Act 2009 (ARRA).

- A. This work is funded under the American Recovery and Reinvestment Act 2009 (ARRA).
- B. As such it will be monitored and audited by the federal government or their representatives. The Contractor is required to keep complete records including but not limited to invoices, payroll information, and timesheets. The Contractor is required to make such records available for federal government or their representatives for inspection and/or audit.
- C. Buy American Requirement: The Buy American requirement will be met by compliance with 49 USC 24405 (a).
- D. Wage Requirements: All laborers and mechanics employed by contractors and subcontractors of projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40 of the United States Code (see ARRA section 1606). The Secretary of Labor's determination regarding prevailing wages applicable to Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.
- E. Whistleblower Protection: Section 1553 of Title XV of Division A of the ARRA prohibits all non-federal recipients of ARRA funds, including the State of Michigan, and all contractors and grantees, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes there is evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule or regulation related to an agency contract (including competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The recipient must post notice of the rights and remedies available to employees under section 1553 of Title XV of Division A of ARRA.

This requirement must be included in all subcontracts or sub grants involving the use of funds made available under ARRA.

Contractors are to display the poster included below under section 'M'.

- F. Reporting Requirements: Reporting has to be done under ARRA and the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Prime responsibility for such reporting is with the Owner. However this Contractor will be required to provide monthly reports accompanying each



Payment Request. This information will be in addition to the typical payment request format and back-up.

The Owner will provide in electronic format a form to be completed each month. The form will include but not be limited to the following information:

1. Name of Contractor
2. Amount of Contract
3. Type of Contract\*
4. Agency\*
5. NAICS Code \*
6. Program Source\*
7. Purpose
8. Location of Contract
9. City
10. State
11. Congressional District\*
12. County
13. Country
14. Unique Identifier\*
15. Subcontracts
16. Amount of each Subcontract
17. Completion Status
18. Number of Jobs Created or Retained

Items marked \* will be completed by the Owner. The Contractor shall complete all other items.

- G. Inspection of Records: The Contractor shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to and involve transactions relating to this contract, and (2) to interview any officer or employee of the contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- H. Non-Discrimination: The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments Act of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients for Federal financial assistance.
- I. Job Opportunity Posting Requirements: contractors shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent bank [www.michworks.org/mtb](http://www.michworks.org/mtb).



J.

Notification  
ARRA MONTHLY EMPLOYMENT REPORTS

Note: This notification is only applicable for those projects/contracts funded with ARRA funds.  
If you have questions please contact MDOT Contract Services Division at (517) 335-0071.

The American Recovery and Reinvestment Act of 2009 (ARRA), requires states receiving stimulus funds for railroad projects to provide monthly reports to the Federal Railroad Administration (FRA) regarding the number of employees of the prime contractors, all-tier subcontractors and consultants on ARRA funded projects.

The cost for complying with this Notification must be borne by the prime contractor, and all tiers of subcontractors and consultants, as part of their overhead and is deemed to be included in the payments made under this contract.

Within 10 days after the end of each month in which work is performed on this contract, all prime contractors and consultants must provide the Engineer a monthly report on MERS at <https://sso.state.mi.us/> providing employment information on each ARRA project, which will include, for work performed in that preceding month:

- The total number of employees who performed work on this contract
- The total number of hours worked by employees who performed work on this contract
- The total wages of employees who performed work on this contract

*Prime Consultants are responsible for reporting on all sub consultants' employment information in MERS, as the subconsultants will not have access to do so.*

In addition, the prime contractor must provide a total payment amount made to any subcontractor who is certified DBE in that preceding month.

This Notification shall be included as a part of each subcontract executed by the prime contractor, and all-tiers of subcontractors and consultants.

If necessary to conform to guidance provided by FRA concerning the ARRA reporting requirements, the prime contractor, and all-tiers of subcontractors and consultants will revise their reporting as directed by the Engineer.

Failure to comply with the reporting requirements under ARRA would jeopardize the Department's continued receipt of ARRA funding.

Accordingly, if a contractor or any-tier of subcontractor of consultant fails to comply with this Notification, the Department may withhold contract payments until compliance is achieved. If the Department is compelled to incur costs because of such a breach, the amount of those costs may be deducted from payments otherwise to be made under this contract. Additional sanctions may include reduction or elimination of prequalification ratings and removal of bidding privileges.

Revised: 8-4-2010



K.

03NB41  
03-26-09

NOTICE TO BIDDERS  
ARRA REQUIREMENTS

As a part of the American Recovery and Reinvestment of 2009 (ARRA), Davis-Bacon prevailing wage requirements apply to all ARRA funded construction projects regardless of location (including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way).



**NOTICE TO BIDDERS  
REQUIRED CONTRACT PROVISIONS TO IMPLEMENT  
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)  
SECTIONS 902 AND 1515**

In accordance with requirements under section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts:

The U.S. Comptroller General and his representatives have the authority:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

The Comptroller General and his representatives have the authority and rights provided under Section 902 of the ARRA with respect to this contract. As provided in section 902, nothing in section 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

In accordance with the requirements of section 1515(a) of the ARRA any representatives of the Inspector General have the authority:

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee or agency regarding such transactions.

Nothing set forth in section 1515 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of an inspector general.



M. Whistleblower Poster to be Displayed

## **Know Your Rights Under the Recovery Act!**

### *Did you know?*

The American Recovery and Reinvestment Act of 2009 <sup>1</sup> provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

### *Who is protected?*

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

### *How are Whistleblowers Protected?*

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

### *What types of disclosures are protected?*

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

### *Take Action!*

Log on to [Recovery.gov](http://Recovery.gov) for more information about your rights and details on how to report at [www.recovery.gov](http://www.recovery.gov).

<sup>1</sup> Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5



## **APPENDIX A**

### **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.



7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011



## APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.



6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011



(Revised October 1, 2005)

**APPENDIX C**  
**Assurances that Recipients and Contractors Must Make**  
**(Excerpts from US DOT Regulation 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

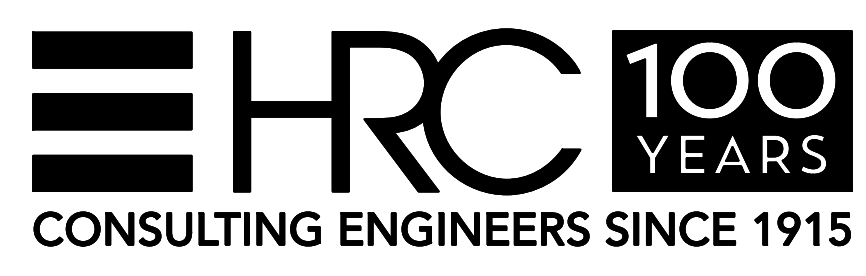
The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



AMTRAK STATION DEMOLITION  
CITY CONTRACT #12-15 (M)  
CITY OF BIRMINGHAM  
OAKLAND COUNTY, MICHIGAN  
HRC JOB NO 20150310



PLAN INDEX	
DESCRIPTION	SHEET NO.
COVER SHEET	1
DEMOLITION PLAN	
EXISTING PLATFORM REFERENCE DRAWING	C-1 & A-1



555 HULET DRIVE  
BLOOMFIELD HILLS, MICH.  
P.O. BOX 824  
48303 - 0824  
PHONE: (248) 454-6300  
FAX (1st Floor): (248) 454-6312  
FAX (2nd Floor): (248) 338-2592  
WEB SITE: http:// www.hrc-engr.com

9-21-2015	ISSUED FOR BIDS
DATE	ADDITIONS AND/OR REVISIONS

USER NAME = jshufligh DESIGN FILE = V:\201503\20150310\CMC\cover.dgn DUEUE = \*\*VTD104MBBOND QLR = TBL1:MSV81:MOTOMYCOLOR2.tbl PEN TBL1:MSV81:MOTOMYCOLOR2.tbl TIME = 18-SEP-2015 10:10

NOTICE:  
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION, AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION ACTIVITIES.  
CALL 811 MISS DIG 72 HOURS (3 WORKING DAYS) BEFORE YOU DIG 1-800-482-7171 or 811 CALL811.COM (TOLL FREE)









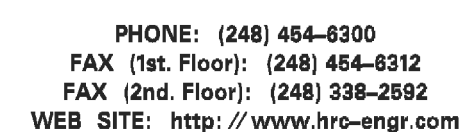
1. CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE STARTING THE WORK.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF BIRMINGHAM REQUIREMENTS AND STANDARDS, CITY ORDINANCES AND ALL APPLICABLE FEDERAL AND STATE CODES AND REGULATIONS.
3. SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN EXISTING STORM WATER SEWERS & CATCH BASINS IF OR WHEN THEY BECOME AFFECTED BY CONSTRUCTION.
4. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR REPLACEMENT AND RESTITUTION WORK OF WHATEVER NATURE TO ADJACENT STRUCTURE AND CONSTRUCTION DAMAGED BY HIS OPERATIONS.
5. UNLESS OTHERWISE NOTED, ALL EXCAVATED AREAS SHALL BE BACKFILLED WITH CLASS II MATERIAL.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CITY OF BIRMINGHAM CONSTRUCTION PERMIT(S), PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ANY INSPECTION OR OTHER ACTIVITIES REQUIRED BY THE CITY.
8. THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH AMTRAK AND CANADIAN NATIONAL RAILROAD. THE WORK IS BEING PERFORMED ON ON PROPERTY UNDER AN AGREEMENT BETWEEN THE CITY OF BIRMINGHAM, AMTRAK AND CANADIAN NATIONAL, AND THE CONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF THE AGREEMENT
9. THE EXISTING SHELTER, EXISTING STAIR AND EXISTING RAMP (NORTH END OF DEPOT) WILL BE DEMOLISHED BY OTHERS. IF THIS DEMOLITION WORK IS COINCIDENTAL WITH THIS CONTRACT WORK, THIS CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE DEMOLITION CONTRACTOR.
10. NEW TRAIN DEPOT SHELTER SHALL BE MODEL STS 20, 8'x12' WITH FULL LENGTH BENCH, AS MANUFACTURED BY PARKUT INTERNATIONAL, HARRISON TOW, MICHIGAN OR APPROVED ADEQ. SHELTER SHALL HAVE CLEAR TEMPERED GLASS AND ANODIZED ALUMINUM FINISH. NO DOOR IS REQUIRED FOR SHELTER. SHELTER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS
11. WALL RAIL SHALL BE 1 1/2" DIA. SCHEDULE 40 ALUM. TUBE WITH JULIUS BLUM #316 BRACKETS, CLEAR ANODIZED FINISH ON ALL ALUMINUM MATERIAL. ALL FASTENERS SHALL BE CORROSION RESISTANT, THEFT PROOF TYPE.
12. GUARDRAIL SHALL BE SIMILAR TO JULIUS BLUM CONNECTORAIL OR OTHER ENGINEER APPROVED. ALL PIPE SHALL BE 1 1/2" DIA. CLEAR ANODIZED ALUMINUM. ALL FASTENERS SHALL BE CORROSION RESISTANT, THEFT PROOF TYPE.
13. REMOVE EXISTING CURB AND INSTALL NEW CONC. CURB CUT RAMP TO MEET CITY OF BIRMINGHAM STANDARDS.
14. BENCHMARK NO. 600, ELEV. 748.24 - WEST RIM OF G.W.M., 20' +/- SOUTH OF CENTERLINE OF ETON AT THE CENTERLINE OF VILLA.
15. ALL AREAS DISTURBED BY THE WORK ON THIS CONTRACT SHALL BE RESTORED. SEE SPECIFICATIONS FOR TOPSOIL, SEED, MULCH, ETC.
16. CONTRACTOR SHALL RESTORE THE SOUTH 1/2" IRON ROD ONLY. RESTORE AFTER CONSTRUCTION ON THE RAMP IS COMPLETE.
17. FOOTING EDE DRAINS, SHOWN ON DRAWING A-1, SHALL BE CONNECTED TO THE 6" NON-PERFORATED DRAIN TO WEST CATCH BASIN, TRANSITION FROM PERFORATED TO NON-PERFORATED 5' FROM RAMP CONSTRUCTION.
18. NON-PERFORATED PIPE SHALL MEET MDOT 2003 SPECS. SECTION 404. PROVIDE MIN. 6" BEDDING OF CLASS II MATERIAL UNDER PIPE AND EXTEND TO MIN. 1'-0" ABOVE PIPE.

SCALE: 1" = 10' - 0"



# REFERENCE ONLY

0.000.0	EXISTING GRADE
○	EXISTING LIGHTING FIXTURE
●	FIRE HYDRANT
⊞	CATCH BASIN
○ SA	SANITARY SEWER MANHOLE
○ ST	STORM SEWER MANHOLE
—X—X—X	EXISTING CHAIN LINK FENCE
⊘	UTILITY POLE
⊞	TRANSFORMER
+ 0.000.0	NEW GRADE
-----	NEW EDGE DRAIN
-----	RESTORATION LIMITS



## SITE PLAN

HRC JOB NO. 20030641	SCALE AS NOTED
DATE JANUARY 2004	SHEET NO. <b>C-1</b> OF









## MEMORANDUM

Department of Public Services

**DATE:** March 14, 2016

**TO:** Joseph A. Valentine, City Manager

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

**SUBJECT:** VEHICLES #23, #29, #206, and #220 REPLACEMENT

DPS vehicles #23, and #29 are 2004 and 2007 respectively; GMC pickup trucks that are in need of replacement due to their age and rapidly deteriorating condition. Likewise, vehicles #206 and #220 are 2002 and 2001 respectively; Chevy S-10 pickups in need of replacement due to age and rapidly deteriorating condition. These vehicles are used daily by the Department of Public Services to carry out a variety of duties relative to streets, sewer, water, fleet services and parks maintenance. The general life expectancy of pickup trucks ranges from 8-10 years.

The scoring system for pickup trucks has 6 categories listed below. The last four factors are rated based on 1-5 points. The total point ranges considered relevant for replacement are 23-27, qualifies if the budget allows and 28 or greater needs priority replacement. The following table illustrates the breakdown of the scoring system used as justification for the replacement of these vehicles.

### Vehicle #23, 2004 GMC Pickup

Factor	Description	Points
Age	1 point each year of age.	12
Miles/Hours	1 point each 10,000 miles of usage.	8.2
Type of Service	1 point standard sedans and light pickups.	1
Reliability	2 points in shop for repairs once in 3 months, 1 breakdown/road call within 3 month period.	2
M & R Costs	2 points, maintenance and repair costs are 21-40% of replacement costs.	2
Condition	3 points for noticeable imperfections in body and paint surface, some rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or nosy drive train.	3
<b>Total points 28+, Poor/Needs priority replacement.</b>		<b>28.2</b>



**Vehicle #29, 2007 GMC Pickup**

<b>Factor</b>	<b>Description</b>	<b>Points</b>
Age	1 point each year of age	9
Miles/Hours	1 point each 10,000 miles of usage	12.1
Type of Service	1 point standard sedans and light pickups.	1
Reliability	3 points, in shop for repairs more than twice in 3 months.	3
M & R Costs	2 points, maintenance and repair costs are 21-40% of replacement costs.	2
Condition	3 points for noticeable imperfections in body and paint surface, some rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or nosy drive train.	3
<b>Total points 28+, Poor/Needs priority replacement.</b>		<b>30.1</b>

**Vehicle #206, 2002 Chevy S-10 Pickup**

<b>Factor</b>	<b>Description</b>	<b>Points</b>
Age	1 point each year of age	14
Miles/Hours	1 point each 10,000 miles of usage	4
Type of Service	1 point standard sedans and light pickups.	1
Reliability	2 points in shop for repairs once in 3 months, 1 breakdown/road call within 3 month period.	2
M & R Costs	2 points maintenance and repair costs are 21-40% of replacement costs.	2
Condition	3 points for noticeable imperfections in body and paint surface, some rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or nosy drive train.	3
<b>Total points between 23-27, needs replacement.</b>		<b>26</b>

**Vehicle #220, 2001 Chevy S-10 Pickup**

<b>Factor</b>	<b>Description</b>	<b>Points</b>
Age	1 point each year of age.	15
Miles/Hours	1 point each 10,000 miles of usage.	4
Type of Service	1 point standard sedans and light pickups.	1
Reliability	2 points in shop for repairs once in 3 months, 1 breakdown/road call within 3 month period.	2
M & R Costs	2 points maintenance and repair costs are 21-40% of replacement costs.	2
Condition	3 points for noticeable imperfections in body and paint surface, some rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or nosy drive train.	3
<b>Total points between 23-27, needs replacement.</b>		<b>27</b>



The Department of Public Services recommends replacing the above listed used vehicles with four (4) 2016 GMC Pickup Trucks of varying styles and body types. The nature of the work type and scope typically assigned to these trucks calls for a truck bed, tool box and ability to carry passengers if needed. The size and style of this vehicle is most suitable to the uses of the Department of Public Services. One truck, #29, will have a differing body style than the other 3, to accommodate for typical work assignments to this specific truck, and is reflected in the pricing. Once the order is placed for the replacement vehicle, it will take approximately 8-10 weeks for delivery. Upon delivery, the two GMC Pickups, and two Chevy S-10 Pickups will be placed on the Michigan Inter-governmental Trade Network (MITN) for re-sale.

Oakland County Purchasing Contract #4096 is available for the 2016 GMC pickup trucks. Todd Wenzel GMC is the exclusive dealer for this contract and was contacted for pricing. The price of these vehicles is as follows: Truck # 29: \$29,852.00; Truck #23, 206, and 220: \$27,674.00 each, for a grand total of \$112,874.00. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.

**SUGGESTED RESOLUTION:**

To approve the purchase of four (4) new 2016 GMC Sierra Pickup trucks from Todd Wenzel GMC through the Oakland County Purchasing Contract #4096 in the amount of \$112,874.00. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.





## MEMORANDUM

Planning Division

**DATE:** March 21, 2016

**TO:** Joseph A. Valentine, City Manager

**FROM:** Jana L. Ecker, Planning Director

**SUBJECT:** Set a Public Hearing for a Brownfield Plan for 34965 Woodward (Peabody's Restaurant)

---

The State Brownfield Redevelopment Statute (Public Act 381 of 1996, as amended) allows the City to approve a Brownfield Plan in order to help finance the cleanup of a contaminated site through the use of Tax Increment Financing (TIF). A brief summary of the statute, prepared by the City's Brownfield Consultant, is attached for reference.

In December 2015, the owner of the above-captioned property submitted a draft Brownfield Plan ("the Plan") to the City in anticipation of the construction of a new mixed use, five story development proposed for the site. The Brownfield Plan outlines numerous environmental concerns on the site, including historical operations performed at the site, contamination of the adjacent sites, and contamination on the subject site, including the presence of petroleum hydrocarbon constituents and heavy metals in the soil, and barium in the groundwater.

City staff, the City Attorney and our environmental consultants at AKT Peerless reviewed the draft Plan and requested additional information on the extent of the contamination. The applicant submitted a more detailed Plan, and the City provided comments and suggested several changes. On January 27, 2016, the applicant submitted a revised Plan reflecting the changes discussed, requesting a reimbursement of \$1,438,238.00 in environmental cleanup costs in order to clean up the site to meet the Michigan Department of Environmental Quality standards.

On February 18, 2016, the Brownfield Redevelopment Authority ("the Authority") reviewed the proposed Plan for the site at 34965 Woodward and discussed the environmental cleanup costs in detail for this site. After much discussion, the Authority voted to postpone a decision on the Brownfield Plan to March 9, 2016, and requested that staff provide a comparison chart detailing the approved environmental expenses for the adjacent sites on Woodward Avenue.

On March 9, 2016, the Authority reviewed the comparison chart provided by staff with regards to the approved environmental expenses for adjacent sites. The Authority voted unanimously to approve the Brownfield Plan, with one change in the cost of soil management in the



Greenfield column of the Eligible Expenses Table contained in the Plan. With these changes to the Plan, if the City Commission approves the Brownfield Plan, the maximum amount for which the developer would be eligible to be reimbursed through tax increment financing for this project is \$1,334,738.00.

The Planning Division now requests that the City Commission set a public hearing date for **April 25, 2016** to consider approval of the revised Brownfield Plan as recommended by the Brownfield Redevelopment Authority on March 9, 2016, as well as the associated Reimbursement Agreement. Please find attached all relevant documents and the draft meeting minutes for your review.

**SUGGESTED ACTION:**

To set a public hearing date of **April 25, 2016** to consider the approval of the Brownfield Plan and Reimbursement Agreement for 34965 Woodward.



**CITY OF BIRMINGHAM**  
**RESOLUTION APPROVING A BROWNFIELD PLAN FOR**  
**34965 WOODWARD (CURRENTLY PEABODY'S RESTAURANT)**

Moved by Commission Member \_\_\_\_\_, Seconded by Commission Member \_\_\_\_\_.

**WHEREAS**, the Birmingham Brownfield Redevelopment Authority (the "Authority"), pursuant to 1996 PA 381, as amended (the "Act"), prepared and recommended for approval by this Commission a brownfield plan ("the Plan") for property located at 34965 Woodward, Birmingham, Michigan; and,

**WHEREAS**, the City of Birmingham, at least ten days before the meeting of this Commission at which this resolution is considered, provided notice of a hearing to all taxing jurisdictions which are affected by the Plan (the "Taxing Jurisdictions") and fully informed the Taxing Jurisdictions about the fiscal and economic implications of the Plan; and,

**WHEREAS**, the City of Birmingham, at least ten days before the meeting of this Commission at which this resolution is considered, provided notice of the hearing to the Department of Environmental Quality and the Michigan Strategic Fund (or its designee); and,

**WHEREAS**, this Commission held a public hearing on the Plan at which officials from the Taxing Jurisdictions had an opportunity to be heard in regard to the adoption of the brownfield plan, interested persons had an opportunity to be heard, any written communications with reference to the Plan were received and considered, and a record of the public hearing, including all data presented at the hearing, was made and preserved.

**NOW, THEREFORE, BE IT RESOLVED THAT**

1. The Plan constitutes a public purpose.
2. The Plan meets all of the requirements for a brownfield plan set forth in Section 13 of the Act.
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing.
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act.
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable.
6. The Plan is approved.
7. The reimbursement agreement pertaining to the Plan is approved.



AYES:

NAYS:

ABSENT:

MOTION CARRIED.

I, Laura Pierce, Clerk of the City of Birmingham, certify that the foregoing is a true and compared copy of a Resolution duly made and passed by the Birmingham City Commission at a meeting held on April 25, 2016.

Laura Pierce, City Clerk



**February 18, 2016**  
**Brownfield Redevelopment Authority**

**2. Resolution approving the Brownfield Plan and associated Reimbursement Agreement pertaining to the Brownfield Plan for 34965 Woodward Ave. (Peabody's Restaurant) and requesting the city clerk to forward the Brownfield Plan and Reimbursement Agreement to the Birmingham City Commission for their review and consideration.**

Ms. Ecker offered background. In December 2015, the owner of the above-captioned property submitted a draft Brownfield Plan ("the Plan") to the City in anticipation of the construction of a new mixed-use, five-story development proposed for the site. The Plan outlines numerous environmental concerns on the site, including historical operations performed at the site, contamination from adjacent sites that has migrated onto the site, and contamination on the subject site, including the presence of petroleum hydrocarbon constituents and heavy metals in the soil, and barium in the groundwater.

City staff, the city attorney and our environmental consultants at AKT Peerless reviewed the draft Plan and requested additional information on the extent of the contamination. The applicant submitted a more detailed Plan, and the City provided comments and suggested several changes. On January 27, 2016, the applicant submitted a revised Plan reflecting the changes discussed, requesting the reimbursement of \$1,438,238.00 in environmental cleanup costs in order to clean the site to meet the Michigan Department of Environmental Quality standards.

Ms. Ecker advised that both the City's legal counsel and the City's environmental consultant have reviewed the Brownfield Plan for 34965 Woodward, and all requested amendments have been made by the applicant.

Mr. Chris Longe, the architect, provided a general idea of what the proposed building will look like. It will be mixed-use and will step back at the fifth floor. The components of floors 2 and 3 have not been determined; however floors 4 and 5 must be residential. They anticipate two floors of underground parking for 88 spaces. The building materials will be limestone with steel windows. This will be a significant structure on Woodward Ave.

In response to Chairperson Gotthelf, Ms. Ecker replied the Peabody Building is not a historic site and it is not located in a historic district.

Mr. Dan Cassidy, Vice President of SME, summarized the background as it relates to the Environmental Site Assessment. From an engineering perspective it will be a significant challenge to construct so they don't undermine the structure and integrity of the Greenleaf foundation while developing the foundation system for the new building.

Throughout time there were many different structures and uses on the property. Soil and groundwater at the property is contaminated with concentrations of metals and volatile organic compounds that exceed Michigan's cleanup and safe use standards. As to the existing building, there are a number of suspect building materials that contain asbestos, and probably lead paint that will have to be assessed and abated.



Looking at the Brownfield Plan, the group studied the table relating to costs. The demolition is categorized as a necessary environmental activity because impacted fill that is below Peabody's must be removed. However, they have omitted that cost from their request. The hazardous materials assessment and abatement (estimates) have been left in. Expenses related to BEA activities, Due Care Activities, and Soil Management were discussed.

Chairperson Gotthelf thought it might be helpful to have a workshop with staff and with the City Commission so that the Authority understands the direction they should take in the future as the City evolves. Discussion turned to the disposal of fill that comes off of a site. At times it may be relatively clean and can be sold and re-used. Therefore, the person taking it away is going to absorb the transportation costs.

The chairperson asked staff to put together a comparison of all general costs that were requested and approved on the sites where the Authority has already asked for reimbursement. That will provide some guidance and consistency for this site and a running chart can be kept for reference in the future.

Mr. Cassidy explained that installing a vapor barrier is a likely potential cost. They are installed on the exterior of the foundation walls to prevent vapors from migrating through the foundation walls or up through floors and into the interior space. Mr. Robertson commented he would put one in every time as a precaution. Mr. Cassidy noted there are definitely contaminants coming from the Greenleaf property to the south. There is a question mark on the Peabody side, and supportive evidence with the chemical results to the north. They included the vapor barrier but hope not to incur the cost. However, they want it in their request as a contingency in case it is needed.

Mr. Cassidy went on to discuss groundwater management. Their request is in the ballpark of what they incurred on the Balmoral and Greenleaf projects. They are asking for the difference between what would normally be incurred on a construction project and what would be incurred because this is a Brownfield site. Their goal is to get the project done in compliance with State law as cost effectively as possible.

The only other item remaining is dust suppression. They anticipate that the dust is contaminated and has to be disposed of differently. Again, they are asking for the difference between what would normally be incurred on a construction project and what would be incurred because this is a Brownfield site.

It was concluded that payback on the project would occur in year seven. Values in the City are not only holding, but increasing.

Mr. Matthew Shiffman, one of the developers of the proposed Peabody project, said they have taken a careful look at the parking issues and the parking report that has been developed by the City. They are trying to self-contain their parking and even add additional spaces. The Peabody project covers the requirements on the residential but it puts all the burden of office and retail into the parking structure. On the Brookside Terrace project they are at \$75,000 per space for the second level down. The first level is cheaper. Because of that they will charge premiums for the ability to create additional parking for their users. They are trying to be



thoughtful of what is taking place in the City. Additionally, he will ask the owners for a timing extension on the closing in order to give the Authority time to study the comparison costs that will be provided by staff. Lastly, Mr. Shiffman added they are working hard with the owner of the frame shop and hope to be able to incorporate it in the project.

Mr. Robertson assured the developer it isn't that there won't be a Brownfield; it is the amount that is in question.

**Motion by Mr. Robertson**

**Seconded by Mr. Runco to postpone 34965 Woodward Ave. (Peabody's Restaurant) to Wednesday, March 9 at 8:30 a.m.**

**Voice**

**Vote: Yeas, Robertson, Runco, Gotthelf, Zabriskie**

**Nays, 0**

**Absent, Torcolacci**

**Motion carried, 4-0.**



**March 9, 2016**  
**DRAFT Brownfield Authority Minutes**

**3. Resolution approving the Brownfield Plan and associated Reimbursement Agreement pertaining to the Brownfield Plan for 34965 Woodward Ave. (Peabody's Restaurant) and requesting the city clerk to forward the Brownfield Plan and Reimbursement Agreement to the Birmingham City Commission for their review and consideration.**

Ms. Ecker recalled at the last meeting the board had asked for a summary chart of the other Brownfield plans that have been approved along that block of Woodward Ave. They wanted to be consistent with costs that were paid in the past. The chart has been completed and it includes the Balmoral Place property and the Greenleaf Trust Building that are on each side of the Peabody's site. Also included is a table of actual costs that were in each Brownfield Plan.

Mr. Robertson noted the board paid for sealed sheet piles and a vapor barrier on the Greenleaf Building. Mr. Cassidy responded that with the Greenleaf Building they were concerned about groundwater contamination from JAX Car Wash migrating back into their property. One way to prevent that was to seal the steel sheeting and install a vapor barrier on all four sides and underneath the building. With Balmoral they did not think a vapor barrier was necessary.

Mr. Robertson continued. Under Soil Management, soil will not be hauled away for free under the Brownfield because a Greenfield would have a haul away cost anyway.

Mr. Cassidy said there is evidence on the Peabody's site that a vapor barrier will be necessary on all four sides and the bottom, especially with what happened on Greenleaf. They will work to see how the cost can be minimized. Mr. Siegel added the banks and the State have been pushing for the installation of vapor barriers in many instances as a proactive measure when there is evidence contamination may be present.

Mr. Cassidy went on to note that the excavation on the Peabody's site was discounted because there was recognition the second level down would come out anyway. There is a \$3 discount/cubic yd. which equates to ton. Acting Chairperson Runco verified there are some sites in town that are looking for clay. Mr. Cassidy indicated they always make those inquiries for projects they work on.

Discussion followed as to when construction might start. Ms. Ecker estimated it will take them three to six months to get through the approval and the permitting process. Therefore construction might start in late Summer.

**Motion by Mr. Robertson**

**Seconded by Mr. Zabriskie to approve the Brownfield Redevelopment Plan for 34965 Woodward Ave. subject to changing the Soil Management number to an adjustment on the Greenfield side of \$3/ton for hauling away Greenfield dirt.**

**Voice**

**Vote: Yeas, Robertson, Zabriskie, Runco**  
**Nays, 0**



**Absent, Gotthelf, Torcolacci**

**Motion carried, 3-0.**

Mr. Siegel emphasized their goal is to minimize costs so as not to run up a big bill.

Mr. Cassidy inquired whether the board has considered interest to be included in this Plan. Board members encouraged them to skip it. Acting Chairman Runco noted that might be something to add to the application.



## **BROWNFIELD REIMBURSEMENT AGREEMENT**

THIS AGREEMENT (the "Agreement") dated \_\_\_\_\_, is entered into between the **CITY OF BIRMINGHAM** ("City") and the **CITY OF BIRMINGHAM BROWNFIELD REDEVELOPMENT AUTHORITY** (the "Authority"), an authority established pursuant to Act 381 of Public Acts of 1996, as amended ("Act 381"), whose addresses are 151 Martin Street, Birmingham, Michigan 48009; and **ALDEN DEVELOPMENT GROUP, LLC** (the "Developer"), a Michigan limited liability company, whose address is 27777 Franklin Road, Suite 200, Southfield, Michigan 48034.

### **Recitals**

A. In accordance with Act 381, the Authority has adopted a Brownfield Plan for 2483 West Maple Road, Birmingham, Michigan, that the City Commission of the City has approved (the "Brownfield Plan").

B. The Developer owns property in the City located at 34965 Woodward Avenue, Birmingham, Michigan (the "Property"), which is legally described on the attached Exhibit A. The Property is included in the Brownfield Plan as an eligible Property because it is a Facility due to the presence of certain hazardous substances on the Property as described in the Brownfield Plan.

C. The Developer plans to redevelop the Property by demolishing an existing restaurant and constructing a multistory, mixed use residential, retail, and commercial building with underground parking (the "Improvements"). The Improvements are intended to create temporary construction jobs and new full time jobs, increase the tax base within the City, and otherwise enhance the economic vitality and quality of life within the City.



D. Act 381, as amended permits the Authority to reimburse a developer for the costs of Eligible Activities on Eligible Property using Tax Increment Revenues generated by the redevelopment of the property.

E. To make the Improvements on the Property, the Developer will incur costs to conduct Eligible Activities—including Baseline Environmental Assessment Activities, Due Care Activities, Additional Response Activities, Asbestos Abatement, and the reasonable costs to prepare the Brownfield Plan—each of which will require the services of various contractors, engineers, environmental consultants, attorneys and other professionals (the “Eligible Costs”). The Eligible Costs, including contingencies, are estimated to be \$1,334,738 for Developer reimbursement.

F. The Brownfield Plan Authorizes the use of Tax Increment Revenues that are generated by Local and School Taxes imposed on the Property to reimburse the Eligible Costs.

G. The parties are entering into this Agreement to establish the procedure for reimbursing the Eligible Costs and using Tax Increment Revenues in accordance with Act 381, as amended, and the Brownfield Plan.

Accordingly, the parties agree with each other as follows:

1. The Brownfield Plan

The Brownfield Plan is attached as Exhibit B and incorporated herein. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, as amended, Act 381 controls.



2. Term of Agreement

In accordance with the Brownfield Plan, the Authority shall capture the Tax Increment Revenues generated by the Improvements on the Property to reimburse the Eligible Costs until the earlier of the date that all the Eligible Costs is fully reimbursed under this Agreement or 30 years after the date the Authority begins to capture Tax Increment Revenues under the Brownfield Plan.

3. Eligible Activities

The Authority shall reimburse the Developer for Eligible Costs identified in the Brownfield Plan that were incurred before the City Commission approved the Brownfield Plan if permitted under Act 381, as amended. The Developer shall diligently pursue completion of the Eligible Activities set forth in the Brownfield Plan.

4. Reimbursement Source

During the term of this Agreement, the Authority shall capture the Tax Increment Revenues generated by the Improvements from Local and School Taxes imposed on the Property and any personal property located on the Property and use those Tax Increment Revenues to reimburse the Brownfield Plan Costs and the Eligible Costs (including interest) in accordance with the Brownfield Plan and this Agreement.

5. Reimbursement Process

(a) On a quarterly basis, the Developer may submit to the Authority requests for cost reimbursement for the Eligible Costs the Developer incurred during the prior period. These requests shall be in the form attached as Exhibit C ("Petition"). The Petition shall identify whether the Eligible Activities are: (1) Baseline Environmental Assessment Activities; (2) Due Care Activities; (3) Additional Response Activities; (4) Asbestos Abatement; (5) the reasonable



costs of developing and preparing the Brownfield Plan; or (6) interest. The Petition shall describe each individual activity claimed as an Eligible Activity and the associated costs of that activity. Documentation of the costs incurred shall be included with the Petition including proof of payment and detailed invoices for the costs incurred sufficient to determine whether the costs incurred were for Eligible Activities. The Petition shall be signed by a duly authorized representative of Developer.

(b) The Authority shall review a Petition within 60 days after receiving the Petition. The Developer shall cooperate with the Authority by providing information and documentation to supplement the Petition as requested by, and as deemed reasonable and necessary by, the Authority. Within such 60 days, the Authority shall identify in writing to Developer (i) all costs approved for reimbursement, and (ii) any costs deemed ineligible for reimbursement and the basis for the determination. The Developer then has 45 days to provide supplemental information or documents in support of any costs deemed ineligible by the Authority. Within 30 days after the Developer provides the supplemental information or documents, the Authority shall make a decision on the eligibility of the disputed cost and inform the Developer in writing of its determination. The Developer may appeal the Authority's decision pursuant to law.

(c) Twice a year, after the summer and winter taxes are collected on the Property, the Authority shall capture the Tax Increment Revenues in accordance with the Brownfield Plan and shall use those Tax Increment Revenues to reimburse the Developer for approved Eligible Costs (including accrued interest). The Authority is not obligated to reimburse the Developer for any approved Eligible Costs during any period of time that the Developer is delinquent in the payment of real or personal property taxes imposed on the Property or delinquent in the payment to the City for administrative, legal, or other costs invoiced to the Developer.



(d) If there are insufficient funds available from Tax Increment Revenues captured under subparagraph (c) at any given time to pay all the Developer's unreimbursed Eligible Costs and accrued interest, the Authority is not required to reimburse the Developer from any other source. The Authority shall, however, make additional payments toward the Developer's remaining unreimbursed Eligible Costs and accrued interest in accordance with this Agreement as Tax Increment Revenues become available under subparagraph (c).

(e) Subject to Section 5(d), payment of Eligible Costs to the Developer is not conditioned on the completion of any of the Improvements at any time or in any sequence so long as Developer is in compliance with its obligations and duties under this Agreement.

(f) The Authority shall reimburse the Developer for Eligible Costs as follows:

Check shall be payable to: Alden Development Group, LLC

Delivered to the following address: 27777 Franklin Road, Suite 200  
Southfield, MI 48034  
Attn: Matthew Shiffman

By certified mail.

(g) Developer may assign its payments to any person by providing 45 days' prior notice to the Authority of such assignment. Any such assignment does not discharge or release Developer from any of its obligations and duties under this Agreement.

## 6. Legislative Authorization

This Agreement is governed by and subject to the restrictions set forth in Act 381, as amended. If there is legislation enacted in the future that alters or affects the terms of this Agreement, including, but not limited to, the amount of Tax Increment Revenues subject to capture or the definition of Eligible Property or Eligible Activity, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.



7. Freedom of Information Act

The Developer stipulates that all Petitions and documentation submitted by Developer are open to the public under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 *et seq.* The Developer will not bring any claim of trade secrets or other privilege or exception to the Freedom of Information Act related to Petitions and documentation submitted under this Agreement.

8. Plan Modification

The Brownfield Plan and this Agreement may be modified to the extent allowed under Act 381, as amended, by mutual agreement of the parties.

9. Notices

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.

10. Assignment

The interest of any party under this Agreement shall not be assignable without the other party's written consent, which shall not be unreasonably withheld, except that the Developer may assign this Agreement for purposes of securing financing for the Improvements without the prior consent of the Authority.

11. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties. No other agreements, written, oral, express or implied, have been made or entered into by the parties concerning the subject matter of this Agreement. This Agreement may be modified or amended only by subsequent written agreement executed by all of the parties hereto. This Agreement has



been the subject of negotiations between the parties and shall not be construed against any party as drafter.

12. Non-waiver

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

13. Headings

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

15. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Binding Effect

The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

17. Definitions

Unless otherwise defined in this Agreement, the following terms have the definitions given to them by Act 381, as amended:

- (a) “Additional Response Activities” is defined by Section 2(a) of Act 381;
- (b) “Baseline Environmental Assessment” is defined by Section 2(c) of Act 381;



- (c) “Baseline Environmental Assessment Activities” is defined by Section 2(d) of Act 381;
- (d) “Brownfield Plan” is defined by Section 2(g) of Act 381;
- (e) “Due Care Activities” is defined by Section 2(l) of Act 381;
- (f) “Eligible Activities” is defined by Section 2(n) of Act 381;
- (g) “Eligible Property” is defined by Section 2(o) of Act 381;
- (h) “Facility” is defined by Section 2(q) of Act 381;
- (i) “Local Taxes” is defined by Section 2(y) of Act 381;
- (j) “Tax Increment Revenues” is defined by Section 2(ii) of Act 381;

Subject to Section 1, if these definitions are amended during the term of this Agreement, the defined terms shall be construed to the fullest extent possible to conform to the provisions of this Agreement.

The parties have executed this Agreement on the dates set forth below.

**CITY OF BIRMINGHAM**

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BIRMINGHAM BROWNFIELD  
REDEVELOPMENT AUTHORITY**



**CITY OF BIRMINGHAM BROWNFIELD  
REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ALDEN DEVELOPMENT GROUP, LLC**

By: 

Title: MATTHEW SHIFFMAN, MANAGER

Date: \_\_\_\_\_



## **Exhibit A**

### **Property Description**

Located in the City of Birmingham, County of Oakland, State of Michigan, and is described as:

Lots 10, 11, 12, and the north 25 feet of Lot 13, except the westerly 69.99 feet thereof, Brownell Subdivision in the Village of Birmingham, Oakland County, Michigan, being a part of the west half of northeast quarter of Section 36, Town 2 North, Range 10 East, as recorded in Liber 4, page 35 of Plats, Oakland County Records.

Tax ID #4035-19-36-207-008



## **Exhibit B**

### **Brownfield Plan**





## **BROWNFIELD PLAN FOR:**

34965 Woodward Avenue, Birmingham, Michigan

Birmingham Brownfield Redevelopment Authority  
151 Martin Street, PO Box 3001  
Birmingham, Michigan 48012  
Contact: Ms. Jana Ecker (248) 530-1841

Prepared with the assistance of:  
SME  
March 15, 2016





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**APPENDIX A**  
**ELIGIBLE ACTIVITIES COST TABLE**

**APPENDIX B**  
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**APPENDIX C**  
**ALTA SURVEY DESCRIBED IN SECTION III(G) OF THIS PLAN**

**APPENDIX D**  
**PROJECT CONCEPTUAL DRAWINGS**



## **I. INTRODUCTION**

### **A. PLAN PURPOSE**

The Birmingham Brownfield Redevelopment Authority (Authority; BBRA), duly established by resolution of the Birmingham City Commission, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the limits of the City of Birmingham. The purpose of this Brownfield Plan (the Plan), to be implemented by the BBRA, is to satisfy the requirements of Act 381 for including the eligible property described below, designated as 34965 Woodward Avenue, Birmingham, Michigan (the “Property”), in a Brownfield Plan. The Property consists of one parcel of land that is a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (1994 P.A. 451, as amended). The Property is located within the boundaries of the City of Birmingham. The project will be constructed on the site of the existing Peabody’s Restaurant and parking lot.

This Plan allows the BBRA to use tax increment revenue to reimburse the developer, Alden Development Group, LLC (ADG), for the costs of eligible activities required to prepare the Property for safe redevelopment and reuse (see Section III). Given the nature of the expenses proposed, the capture of tax increment generated by ADG’s proposed redevelopment is necessary to ensure the economic viability of the redevelopment.

### **B. PROPERTY DESCRIPTION**

The Property consists of one parcel of land occupying approximately 0.5 acres of land near the southwest corner of Woodward Avenue and Maple Road in the City of Birmingham. The parcel identification number is 08-19-36-207-008 and the property address 34965 Woodward Avenue, Birmingham, Michigan. Additional property description information is provided in Section III (G).

### **C. BASIS OF ELIGIBILITY**

The Property is eligible for inclusion in this Brownfield Plan in accordance with MCL 125.2652(n) because the Property is a “facility” as defined by 1994 P.A. 451, as amended.

### **D. PROJECT DESCRIPTION**

This redevelopment will take place on the property currently occupied by Peabody’s Restaurant and its associated parking. Prior to the opening of the restaurant in 1975, operations on the Property included a feed and saw mill, blacksmith, machine shop, rail spur, and automotive repair. A Phase I environmental site assessment (ESA) of the Property was conducted in 2015. According to the Phase I ESA report, the historical operations were identified as an environmental concern. In addition, the north- and south-adjointing sites were listed contaminated sites. Records reviewed during the Phase I ESA indicated a vapor mitigation system was installed on the north-adjointing site because elevated levels of petroleum hydrocarbon constituents were measured in soil. The potential for vapor migration from the north-adjointing site on to the Property is an environmental concern. Finally, fill soil with asphalt millings, cinders, gravel, metal pieces, brick, and concrete was also identified as an environmental concern.

A Phase II ESA was conducted on the Property in 2015 to further evaluate the environmental concerns identified in the Phase I ESA report. A total of 19 soil borings were advanced on the Property and soil and groundwater samples were collected. Soil on the Property is contaminated with petroleum hydrocarbon constituents, including benzene, ethylbenzene and 1,2,4-trimethylbenzene, and heavy metals including arsenic copper, mercury, selenium and zinc. Soil contamination was encountered throughout the Property, and extended to at least 15 feet below ground surface (bgs). Groundwater contaminated with barium was encountered at a depth of 7 to 12 feet bgs.



The Property location is ideal for redevelopment. Upon approval of the BBRA, ADG expects to acquire the Property in early 2016; however, the redevelopment of the Property is hindered by the environmental challenges created by the presence of contaminated soil and groundwater on the Property and migrating from the north and northwest adjoining properties and hazardous building materials (asbestos) in the existing restaurant building.

ADG's redevelopment plans address the City of Birmingham's needs for additional high-end residential and commercial spaces while avoiding any increased demand for parking in the City's central business district by providing it on site at significant expense. The redevelopment plans include demolition of the existing restaurant and parking lot, and construction of a multi-story, mixed-use, residential and retail/commercial building with a two-story underground parking garage, with 92 new parking spaces. Conceptual design drawings for the project are provided in Appendix D.

The total anticipated investment for the project is approximately \$30 million; creating approximately 400 new full-time office and retail jobs and 100 temporary construction jobs. The project will add significant tax base to the City of Birmingham, as well as stimulate additional commercial development and economic activity in the area.

## **II. GENERAL DEFINITIONS AS USED IN THIS PLAN**

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

## **III. BROWNFIELD PLAN**

### **A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES**

ADG will be reimbursed for the costs of eligible environmental activities necessary to prepare the Property for redevelopment. The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and school operating tax revenues generated by the Property after redevelopment and captured by the BBRA, subject to any limitations and conditions described in this Plan, approvals of the Michigan Department of Environmental Quality (MDEQ) for school operating tax capture, and the terms of a Reimbursement Agreement between ADG and the Authority (the "Reimbursement Agreement"). Administrative expenses of the BBRA will not be reimbursed through capture of incremental taxes.

No personal property taxes are projected to be captured by this Plan.

The estimated total cost of environmental activities eligible for reimbursement from tax increment revenues is \$1,334,738; however, costs may increase or decrease provided that the costs remain below the overall total approved amount of \$1,334,738. The eligible activities are summarized in Table 1 in Appendix A.

The individual costs of environmental activities eligible for reimbursement are estimated and may increase or decrease, depending on the nature and extent of unknown conditions encountered. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1994, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to reimbursement. As long as the total cost limit described in this Plan is not exceeded, line item categories and costs of eligible activities may be adjusted without Plan amendment after the date of this Plan, to the extent the adjustments do not violate the terms of Act 381.



## **B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES**

The estimated 2015 taxable value of the Property is \$658,060, which is the initial taxable value for this Plan. This value was obtained from the City of Birmingham Treasurer's Office. The anticipated taxable value at project completion is estimated to be \$7,500,000, based on 25% of the proposed development costs. For planning purposes, the taxable value for tax year 2018 is assumed to be 50% of the full taxable value, with the full value estimated by tax year 2019. The actual taxable value will be determined by the City Assessor.

The BBRA will capture 100% of the incremental local tax revenues generated from the Property to reimburse ADG for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. The BBRA will capture 100% of the incremental school operating tax revenues generated from real property to reimburse the costs of eligible environmental activities pursuant to work plans approved by the MDEQ. Estimated taxable values, tax increment revenues to be captured, impacts on taxing jurisdictions, and eligible activities reimbursement cash flows are presented in Table 2 (Appendix B). The actual annual incremental taxable value and captured tax increment revenue will be determined by the City of Birmingham. The actual increased taxable value of the land and all future taxable improvements on the Property may vary.

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available until all eligible costs described in the Plan are paid or 30 years, whichever is shorter. It is estimated that all eligible costs will be reimbursed within seven years. If the MDEQ elects not to participate in this Project, the portion of capture related to their proportionate share will be assumed by, made whole by, and become the responsibility of the other taxing entities to the extent allowed by Act 381.

## **C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY**

ADG is ultimately responsible for financing the costs of eligible activities included in this Plan. Neither the BBRA nor the City of Birmingham will advance any funds to finance the eligible activities. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the BBRA to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan, unless it is further amended.

## **D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS**

Not applicable.

## **E. DURATION OF BROWNFIELD PLAN**

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following: reimbursement of all eligible costs, cumulatively not to exceed \$1,334,738, or 30 years tax capture after the first year of tax capture under this Plan. The date for beginning tax capture shall be 2018, unless otherwise amended by the BBRA. It is anticipated that the eligible expenses should be fully reimbursed



within seven years, at which point the full increment will be available to the municipality and the State for use.

## **F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS**

Incremental local and state tax revenues generated by the project will be captured by the BBRA until all incurred eligible brownfield redevelopment costs are reimbursed. The tax revenue available for capture by the BBRA will be split between local and state sources, with 50.002% being reimbursed with local tax revenues and 49.998% being reimbursed with state tax revenues, based on the millage rates obtained from the City of Birmingham Treasurer's Office. The impact of the BBRA incremental tax capture on local taxing authorities is presented in Table 2 (Appendix B).

## **G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY**

The property consists of single, approximately 0.5-acre parcel with a current address of 34965 Woodward Avenue, Birmingham, Michigan. A legal description and an ALTA survey of the Property are included in Appendix C.

## **H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES**

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

## **I. PLAN FOR RELOCATION OF DISPLACED PERSONS**

No persons will be displaced as a result of this development; therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

## **J. PROVISIONS FOR RELOCATION COSTS**

No persons will be displaced as result of this development and no relocation costs will be incurred; therefore, provision for relocation costs is not applicable and is not needed for this Plan.

## **K. STRATEGY FOR COMPLIANCE WITH MICHIGAN'S RELOCATION ASSISTANCE LAW**

No persons will be displaced as result of this development; therefore, no relocation assistance strategy is needed for this Plan.

## **L. DESCRIPTION OF THE PROPOSED USE OF LOCAL PROPERTY REMEDIATION REVOLVING FUND (LSRRF)**

The BBRA has decided not to capture incremental revenues for their LSRRF for this Plan.



## **M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT**

There is no other material that the BBRA or governing body considers pertinent.



## **APPENDIX A**

### **ELIGIBLE ACTIVITIES COST TABLE**





Table 1  
Brownfield Eligible Activities Cost Summary  
34965 Woodward Avenue Redevelopment  
Birmingham, Michigan  
SME Project No: 072734.01  
3/22/2016

ELIGIBLE ACTIVITIES																
TASK/ACTIVITY	COST ITEM	BROWNFIELD UNIT COST	GREENFIELD UNIT COST	UNITS	QUANTITY			BROWNFIELD COST (Extra costs incurred due to presence of contamination)		GREENFIELD COST (Development costs for a non-contaminated site)		ELIGIBLE COST (Brownfield cost - Greenfield cost)		TIF SOURCES		
														Local	State	
ENVIRONMENTAL ACTIVITIES																
Environmental Response Activities																
Site Demolition <sup>1</sup>	Demolition of restaurant building and basement and removal of the existing pavements and utilities	\$0	\$120,000	ea.	1			\$0		\$120,000		\$135,000		\$67,497	\$67,503	
	Hazardous materials assessment	\$20,000	\$0	ea.	1			\$20,000		\$0						
	Hazardous materials abatement:															
	Abatement design and monitoring	\$20,000	\$0	ea.	1			\$20,000		\$0						
	ACM roofing abatement	\$6	\$0	sq. ft.	6,000			\$36,000		\$0						
	ACM pipe insulation abatement	\$10	\$0	lf	500			\$5,000		\$0						
	ACM floor tiles, ceiling tiles and base board abatement	\$2	\$0	sq. ft.	2,000			\$4,000		\$0						
	ACM plaster and wall board system abatement	\$5	\$0	sq. ft.	10,000			\$50,000		\$0						
BEA Activities																
Phase I ESA	Phase I ESA; Updates	\$5,000	\$0	ea.	1			\$5,000		\$0		\$5,000		\$2,500	\$2,500	
Phase II ESA/BEA	Phase II ESA	\$30,000	\$0	ea.	1			\$30,000		\$0		\$35,000		\$17,499	\$17,501	
	BEA report	\$5,000	\$0	ea.	1			\$5,000		\$0				\$19,999	\$20,001	
Due Care Activities																
Documentation of Due Care Compliance	Preparation of due care compliance documentation, in accordance with Part 201 (two plans: construction and post-construction)	\$3,500	\$0	ea.	2			\$7,000		\$0		\$7,000		\$3,500	\$3,500	
Due Care Response Activity Planning and Management	Evaluate and design engineering controls and remediation plans for response activities. Due care consulting and management during contractor bidding and throughout the construction phase	\$20,000	\$0	ea.	1			\$20,000		\$0		\$73,750		\$36,874	\$36,876	
	On-site remediation excavation observation	\$1,500	\$0	days	30			\$45,000		\$0						
	Verification sampling, analysis and documentation	\$350	\$0	per sample	25			\$8,750		\$0						
Site Specific Health and Saftey Plan	Health and Safety Plan for consultants and contractors	\$500	\$0	ea.	1			\$500		\$0		\$500		\$250	\$250	
Soil Management	Disposal characterization sampling and analysis	\$5,000	\$0	ea.	1			\$5,000		\$0		\$455,000		\$227,491	\$227,509	
	Transport of non-contaminated clay soil (other than a landfill)	\$0	\$3	tons	30,000			\$0		\$90,000						
	Transport and disposal of contaminated fill soil (Type II landfill)	\$18	\$0	tons	13,000			\$234,000		\$0						
	Transport and disposal of contaminated clay soil (Type II landfill)	\$18	\$0	tons	17,000			\$306,000		\$0						
Groundwater Management	Rental of on-site frac storage tank for temporary on-site groundwater storage	\$300	\$0	day	60			\$18,000		\$0		\$89,000		\$44,498	\$44,502	
	Groundwater disposal characterization sampling	\$1,000	\$0	ea.	1			\$1,000		\$0						
	Discharge non-contaminated water in municipal sanitary system (w/t permit)	\$0	\$0.15	gal	200,000			\$0		\$30,000						
	On-site treatment and discharge contaminated water in municipal system (w/t permit)	\$0.50	\$0	gal	200,000			\$100,000		\$0						
Prevent Exacerbation of Contaminated Soil via Soil Trackout and Dust	Characterization sampling	\$600	\$0	ea.	1			\$600		\$0		\$3,000		\$1,500	\$1,500	
	Dust suppression	\$300	\$0	day	45			\$13,500		\$13,500						
	Non-contaminated street sweepings transport and disposal	\$0	\$11	cyd	200			\$0		\$2,200						
	Contaminated street sweepings transport and disposal	\$23	\$0	cyd	200			\$4,600		\$0						
Chemical Vapor Mitigation Controls	Design vapor retarding system	\$20,000	\$0	ea.	1			\$20,000		\$0		\$340,000		\$169,993	\$170,007	
	Install vapor retarding membrane below building floor and sidewalls	\$6	\$0	sq. ft.	50,000			\$300,000		\$0						
	Installation monitoring, quality control testing (smoke tests)	\$20,000	\$0	ea.	1			\$20,000		\$0						
Due Care Activities Subtotal:																
Environmental Activities Subtotal:																
Environmental Activities Contingency <sup>3</sup>																
Environmental Activities Total:																
Brownfield Work Plans Subtotal:																
Preparation and review of Brownfield Plan and Act 381 Work Plan	Brownfield Plan	\$5,000	\$0	ea.	1			\$5,000		\$0		\$5,000		\$5,000	\$0	
	Act 381 Work Plan	\$15,000	\$0	ea.	1			\$15,000		\$0		\$15,000		\$7,500	\$7,500	
Brownfield Work Plans Subtotal:																
TOTAL ELIGIBLE COSTS:												\$1,334,738		\$669,842	\$664,895	

Notes:

1. Selected Site Demolition activities are included as an environmental activity because the presence of the building prevents access to contaminated soil that must be excavated and removed from the site. Demolition of the building and excavation of contaminated soils cannot begin until assessment and abatement of hazardous materials has been completed.

2. The contingency amount is equal to 15% of the eligible costs; brownfield work plan costs are excluded.



## **APPENDIX B**

### **SUMMARY OF TAX INCREMENT FINANCING AND REIMBURSEMENT OF ELIGIBLE ACTIVITIES**



Table 2  
Impact to Taxing Jurisdictions Summary  
34965 Woodward Avenue Redevelopment  
Birmingham, Michigan  
SME Project No: 072734.01  
3/18/2016

		2017 (Y1)	2018 (Y2)	2019 (Y3)	2020 (Y4)	2021 (Y5)	2022 (Y6)	2023 (Y7)	2024 (Y8)	2025 (Y9)	2026 (Y10)	2027 (Y11)	2028 (Y12)	2029 (Y13)	2030 (Y14)	2031 (Y15)	
Initial Taxable Value	\$ 658,060																
Taxable Value after Improvement <sup>(1)</sup>		\$ 658,060	\$ 3,750,000	\$ 7,500,000	\$ 7,575,000	\$ 7,650,750	\$ 7,727,258	\$ 7,804,530	\$ 7,882,575	\$ 7,961,401	\$ 8,041,015	\$ 8,121,425	\$ 8,202,640	\$ 8,284,666	\$ 8,367,513	\$ 8,451,188	
Total Capturable Taxable Value		\$ -	\$ 3,091,940	\$ 6,841,940	\$ 6,916,940	\$ 6,992,690	\$ 7,069,198	\$ 7,146,470	\$ 7,224,515	\$ 7,303,341	\$ 7,382,955	\$ 7,463,365	\$ 7,544,580	\$ 7,626,606	\$ 7,709,453	\$ 7,793,128	
State Taxes - Millages																	
State Education Tax (SET)	6.0000	\$ -	\$ 18,552	\$ 41,052	\$ 41,502	\$ 41,956	\$ 42,415	\$ 42,879	\$ 43,347	\$ 43,820	\$ 44,298	\$ 44,780	\$ 45,267	\$ 45,760	\$ 46,257	\$ 46,759	
School Operating	18.0000	\$ -	\$ 55,655	\$ 123,155	\$ 124,505	\$ 125,868	\$ 127,246	\$ 128,636	\$ 130,041	\$ 131,460	\$ 132,893	\$ 134,341	\$ 135,802	\$ 137,279	\$ 138,770	\$ 140,276	
Total State Millages Available for Capture by BRA	24.0000	\$ -	\$ 74,207	\$ 164,207	\$ 166,007	\$ 167,824	\$ 169,661	\$ 171,515	\$ 173,388	\$ 175,280	\$ 177,191	\$ 179,121	\$ 181,069	\$ 183,039	\$ 185,027	\$ 187,035	
Local Taxes - Millages (2015)																	
City Operating	11.4943	\$ -	\$ 35,540	\$ 78,643	\$ 79,505	\$ 80,376	\$ 81,255	\$ 82,144	\$ 83,041	\$ 83,947	\$ 84,862	\$ 85,786	\$ 86,720	\$ 87,662	\$ 88,615	\$ 89,577	
City Ref	0.9170	\$ -	\$ 2,835	\$ 6,274	\$ 6,343	\$ 6,412	\$ 6,482	\$ 6,553	\$ 6,625	\$ 6,697	\$ 6,770	\$ 6,844	\$ 6,918	\$ 6,994	\$ 7,070	\$ 7,146	
Library	1.1000	\$ -	\$ 3,401	\$ 7,526	\$ 7,609	\$ 7,692	\$ 7,776	\$ 7,861	\$ 7,947	\$ 8,034	\$ 8,121	\$ 8,210	\$ 8,299	\$ 8,389	\$ 8,480	\$ 8,572	
OCC	1.5819	\$ -	\$ 4,891	\$ 10,823	\$ 10,942	\$ 11,062	\$ 11,183	\$ 11,305	\$ 11,428	\$ 11,553	\$ 11,679	\$ 11,806	\$ 11,935	\$ 12,065	\$ 12,196	\$ 12,328	
PR/HCMA	4.5456	\$ -	\$ 14,055	\$ 31,101	\$ 31,442	\$ 31,786	\$ 32,134	\$ 32,485	\$ 32,840	\$ 33,198	\$ 33,560	\$ 33,925	\$ 34,295	\$ 34,668	\$ 35,044	\$ 35,424	
OIS	3.3633	\$ -	\$ 10,399	\$ 23,011	\$ 23,264	\$ 23,519	\$ 23,776	\$ 24,036	\$ 24,298	\$ 24,563	\$ 24,831	\$ 25,102	\$ 25,375	\$ 25,651	\$ 25,929	\$ 26,211	
OCPTA	0.9998	\$ -	\$ 3,091	\$ 6,841	\$ 6,916	\$ 6,991	\$ 7,068	\$ 7,145	\$ 7,223	\$ 7,302	\$ 7,381	\$ 7,462	\$ 7,543	\$ 7,625	\$ 7,708	\$ 7,792	
Total Local Millages Available for Capture by BRA	24.0019	\$ -	\$ 74,212	\$ 164,219	\$ 166,021	\$ 167,838	\$ 169,674	\$ 171,529	\$ 173,402	\$ 175,294	\$ 177,204	\$ 179,135	\$ 181,085	\$ 183,054	\$ 185,042	\$ 187,050	
Total Available Tax Capture by BRA (Local + State Millages)	48.0019	\$ -	\$ 148,419	\$ 328,426	\$ 332,028	\$ 335,662	\$ 339,335	\$ 343,044	\$ 346,790	\$ 350,574	\$ 354,395	\$ 358,256	\$ 362,154	\$ 366,093	\$ 370,069	\$ 374,085	
City administrative (local only)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Revolving Fund (3 mills)		\$ -	\$ 9,276	\$ 20,526	\$ 20,751	\$ 20,978	\$ 21,208	\$ 21,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,179
Annual State Increment Capture by BRA for Reimbursement		\$ -	\$ 64,931	\$ 143,681	\$ 145,256	\$ 146,846	\$ 148,453	\$ 15,728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 664,895
Annual Local Increment Capture by BRA for Reimbursement		\$ -	\$ 74,212	\$ 164,219	\$ 166,021	\$ 167,838	\$ 97,552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 669,842
Total Annual Increment Capture by BRA for Reimbursement <sup>(2)</sup>		\$ -	\$ 139,143	\$ 307,900	\$ 311,277	\$ 314,684	\$ 246,005	\$ 15,728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,334,737
Non-Environmental Costs																	Non-Environmental
State Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreimbursed Non-Environmental Costs (State portion)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreimbursed Non-Environmental Costs (Local portion)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreimbursed Non-Environmental Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Environmental Costs																	Environmental
State Tax Reimbursement		\$ -	\$ 64,931	\$ 143,681	\$ 145,256	\$ 146,846	\$ 148,453	\$ 8,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 657,395
Unreimbursed Environmental Costs (State portion)	\$ 657,395	\$ 657,395	\$ 592,464	\$ 448,783	\$ 303,527	\$ 156,681	\$ 8,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ 74,212	\$ 164,219	\$ 166,021	\$ 167,838	\$ 85,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 657,342
Unreimbursed Environmental Costs (Local portion)	\$ 657,342	\$ 657,342	\$ 583,130	\$ 418,911	\$ 252,890	\$ 85,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreimbursed Environmental Costs	\$ 1,314,737	\$ 1,314,737	\$ 1,175,594	\$ 867,694	\$ 556,417	\$ 241,733	\$ 8,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Brownfield Plan Costs																	Brownfield Plan
State Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Unreimbursed Brownfield Plan Costs (State portion)	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Unreimbursed Brownfield Plan Costs (Local portion)	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreimbursed Brownfield Costs	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Annual Reimbursement to Developer		\$ -	\$ 139,143	\$ 307,900	\$ 311,277	\$ 314,684	\$ 246,005	\$ 15,728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,334,738

Notes:

<sup>(1)</sup> Assumes 50% taxable value by December of 2017. Taxable value growth estimated at 1% per year after full value is reached by December 2018.

<sup>(2)</sup> This projection does not include personal property tax due to the uncertainty of availability; however, if available, personal property tax will be captured.



## **APPENDIX C**

### **LEGAL DESCRIPTION DESCRIBED IN SECTION III(G) OF THIS PLAN**



## SITE DATA

SITE AREA: 23,457.94 SQUARE FEET OR 0.539 ACRES

ZONED: B-3, OFFICE-RESIDENTIAL DISTRICT  
W/ D-4 OVERLAY DISTRICT

PARKING SPACES:  
40 REGULAR PARKING SPACES AND  
2 BARRIER-FREE PARKING SPACES

B-3 (OFFICE-RESIDENTIAL) DISTRICT DEVELOPMENT STANDARDS:

MINIMUM LOT AREA PER UNIT: N/A

MINIMUM OPEN SPACE: N/A

MAXIMUM LOT COVERAGE: N/A

D-4 DOWNTOWN BIRMINGHAM OVERLAY DISTRICT REGULATIONS:

3.03

C. THE PROVISIONS OF THE DOWNTOWN BIRMINGHAM OVERLAY DISTRICT, WHEN IN CONFLICT WITH OTHER ARTICLES OF THE ZONING ORDINANCE, SHALL TAKE PRECEDENCE.

3.04 A. BUILDING HEIGHT, OVERLAY

3. D4 ZONE (FOUR OR FIVE STORIES):

- EAVE LINE SHALL BE NO MORE THAN 50 FEET
- PEAK OR RIDGE OF ANY SLOPED ROOF SHALL BE NO MORE THAN 70 FEET AS MEASURED TO THE AVERAGE GRADE.
- MAXIMUM OVERALL HEIGHT INCLUDING MECHANICAL AND OTHER EQUIPMENT SHALL BE NO MORE THAN 80 FEET.
- THE FIFTH STORY IS PERMITTED IF IT IS ONLY FOR RESIDENTIAL USE.
- E. ALL BUILDINGS CONTAINING A FIFTH STORY SHOULD BE DESIGN HARMONIOUSLY WITH ADJACENT STRUCTURES IN TERMS OF MASS, SCALE AND PROPORTION, TO THE BEST EXTENT POSSIBLE.
- F. THE FIFTH STORY SHALL CONTINUE IN A DIFFERENT PLANE, BEGINNING AT THE EAVE LINE, NO GREATER THAN 45 DEGREES MEASURED TO THE HORIZONTAL OR SET BACK 10 FEET FROM ANY BUILDING FACADE.
- G. ALL BUILDINGS CONSTRUCTED IN THE D4 ZONE MUST CONTAIN A MINIMUM OF 2 STORIES AND MUST HAVE A MINIMUM EAVE HEIGHT OF 20 FEET.

B. BUILDING PLACEMENT, BUILDINGS AND THEIR ELEMENTS SHALL BE PLACED ON LOTS AS FOLLOWS:

- FRONT BUILDING FACADES AT THE FIRST STORY SHALL BE LOCATED AT THE FRONTAGE LINE, EXCEPT THE PLANNING BOARD MAY ADJUST THE REQUIRED FRONT YARD TO THE AVERAGE FRONT SETBACK OF ANY ADJUTING BUILDING.
- SIDE SETBACKS SHALL NOT BE REQUIRED.
- A MINIMUM OF 10 FOOT REAR YARD SETBACK SHALL BE PROVIDED FROM THE REAR OF THE ALLEY, EXCEPT THAT THE PLANNING BOARD MAY ALLOW THIS SETBACK TO BE REDUCED OR ELIMINATED, IN THE ABSENCE OF AN ALLEY, THE REAR SETBACK SHALL BE EQUAL TO THAT OF AN ADJUTING, PREEXISTING BUILDING.

THE ABOVE SETBACK & HEIGHT REQUIREMENTS WERE OBTAINED FROM THE CITY OF BIRMINGHAM ZONING ORDINANCE.

NOTE: 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.

## LEGAL DESCRIPTION - PER PRO FORMA

LAND SITUATED IN THE CITY OF BIRMINGHAM IN THE COUNTY OF OAKLAND IN THE STATE OF MICHIGAN:

LOTS NUMBERED TEN (10), ELEVEN (11), AND TWELVE (12), AND NORTH 25 FEET OF LOT NUMBERED THIRTEEN (13), EXCEPT THE WESTERLY 69.99 FEET THEREOF, BROWNELL SUBDIVISION IN THE VILLAGE OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, BEING A PART OF THE WEST HALF OF NORTHEAST QUARTER OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, AS RECORDED IN LIBER 4, PAGE 35 OF PLATS, OAKLAND COUNTY RECORDS.

TAX ID NUMBER: 4035-19-36-207-008

ADDRESS: 34965 WOODWARD AVE., BIRMINGHAM, MI 48009

## PRO FORMA NOTES

REFERENCE: TITLE SOURCE INC. (AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY) PRO FORMA, FILE NUMBER: 60145562, RECEIVED: JUNE 1, 2015.

EXCEPTIONS FROM COVERAGE:

- EXCEPTIONS 1 AND 5 REFER TO THE OWNERSHIP OF THE PROPERTY AND/OR ARE NOT PLOTTABLE.
- EASEMENT GRANTED TO CONSUMERS POWER COMPANY, RECORDED NOVEMBER 18, 1974 IN LIBER 6395, PAGE 248. (AS PLOTTED HEREON)
- JOINT UNDERGROUND EASEMENT GRANTED TO THE DETROIT EDISON COMPANY AND MICHIGAN BELL TELEPHONE COMPANY, RECORDED JANUARY 24, 1965 IN LIBER 9256, PAGE 759. (AS PLOTTED HEREON)
- TERMS AND CONDITIONS CONTAINED IN MEMORANDUM OF AGREEMENT, RECORDED JANUARY 27, 2009 IN LIBER 40847, PAGE 540; TERMS AND CONDITIONS CONTAINED IN FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT, RECORDED MAY 28, 2015 IN LIBER 48221, PAGE 656. (AS PLOTTED HEREON)

## ALTA SURVEY NOTES

THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, EXCEPT AS NOTED.

THERE IS NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AND THERE IS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIR, EXCEPT AS NOTED.

THERE IS NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

THERE IS NO EVIDENCE OF ANY WETLAND AREAS.

## BASIS OF BEARING NOTE

ALL BEARINGS ARE IN RELATION TO THE PREVIOUSLY ESTABLISHED EAST LINE OF "BROWNELL SUBDIVISION" AS RECORDED IN LIBER 4 OF PLATS, PAGE 35, OAKLAND COUNTY RECORDS. (N.17°00'00"W.)

## 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 SEPT. 29, 2006.

## 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.

## CERTIFICATE OF SURVEY

CERTIFIED TO:

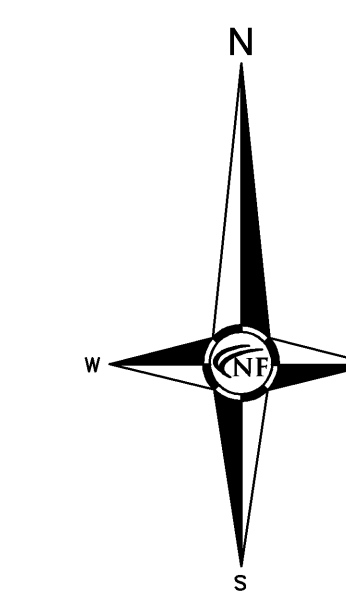
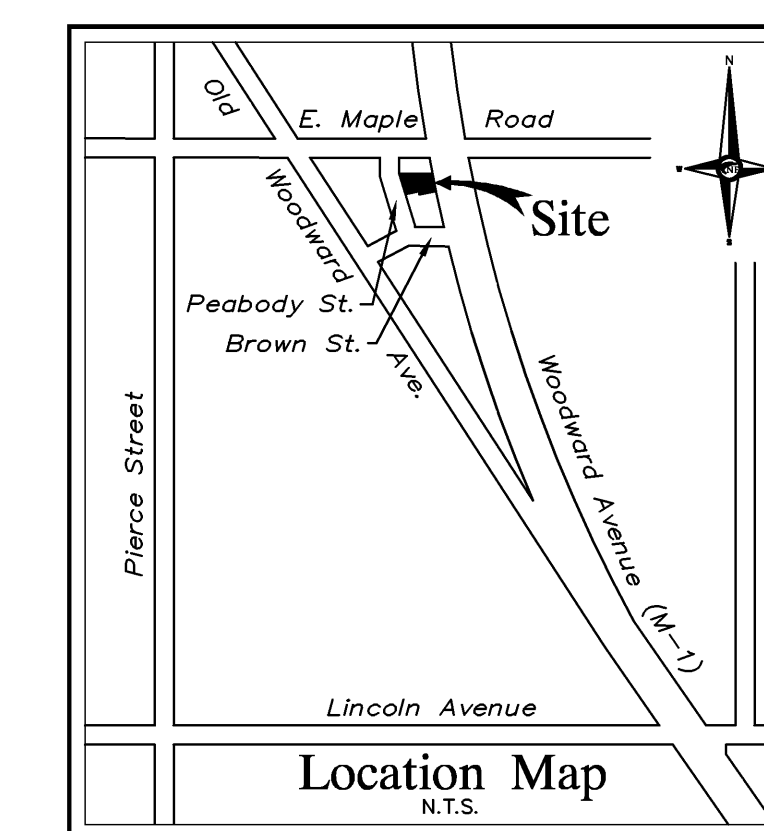
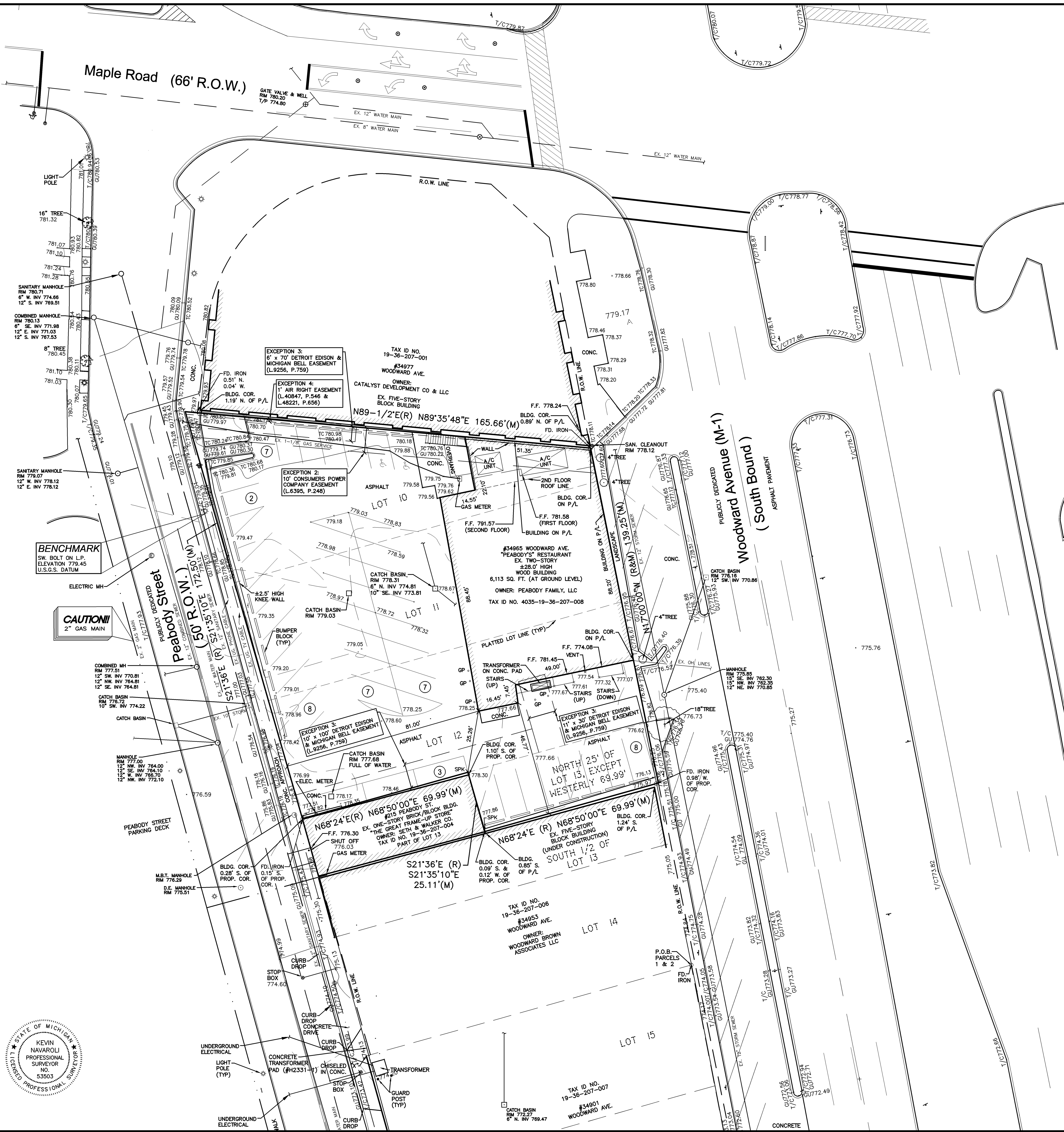
-ALDEN DEVELOPMENT GROUP, LLC, A MICHIGAN LIMITED LIABILITY COMPANY  
-PEABODY FAMILY LLC, A MICHIGAN LIMITED LIABILITY COMPANY  
-TITLE SOURCE, INC.  
-FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1, 2, 3, 4, 6(D), 7(G), 7(H)(1), 7(G), 8, 9, 10(C), 11(C), 13, 14, 16, 17, 18, 19 AND 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 30, 2015.

KEVIN NAVAROLI  
PROFESSIONAL SURVEYOR  
NO. 53503

6-2-2015

DATE



LEGEND	
MANHOLE(MH)	EXISTING SANITARY SEWER
HYDRANT	EXISTING SAN. CLEAN OUT
MANHOLE	EXISTING WATER MAIN
CATCH BASIN(CB)	EXISTING STORM SEWER
EX. R.Y. CATCH BASIN	
EXISTING BURIED CABLES	
OVERHEAD (OH.) LINES	
LIGHT POLE	
SIGN	
EXISTING GAS MAIN	
DETROIT EDISON	
CONCRETE	
FOUND	
GUARD POST	
RIGHT-OF-WAY	
SET PK NAIL	
TYPICAL	
RECORD	
MEASURED	
CENTERLINE	

**NF**  
**ENGINEERS**  
CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
4677 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SEAL

PROJECT  
34965 Woodward Avenue  
Birmingham, MI 48009

CLIENT  
Alden Development  
Group LLC  
c/o Grand Sakwa  
Management LLC  
28470 Thirteen Mile Road,  
Suite 220  
Farmington Hills, MI 48334

Contact: Nicholas Donofrio  
248.855.5500 - Phone  
248.855.0915 - Fax

PROJECT LOCATION  
Part of the NE 1/4  
of Section 36  
T.2N., R.10E.  
City of Birmingham,  
Oakland County, Michigan

SHEET  
ALTA/ACSM Land Title /  
Topographic Survey



REVISIONS  
05-06-15 SURVEY ISSUED  
05-27-15 REVISED PER CLIENT REVIEW  
05-28-15 REVISED LEGAL DESCRIPTION  
06-02-15 REVISED PER PRO FORMA

DRAWN BY:  
M. Carnaghi  
DESIGNED BY:

APPROVED BY:  
K. Navaroli  
DATE:  
May 6, 2015

SCALE: 1" = 20'  
NFE JOB NO. 1568  
SHEET NO. 1 of 1



## **APPENDIX D**

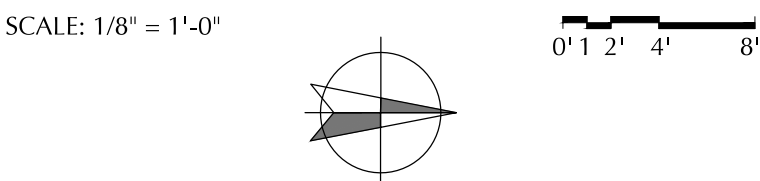
### **PROJECT CONCEPTUAL DRAWINGS**



34965 Woodward Avenue  
Birmingham, MI 48009



PROPOSED FRONT ELEVATION



CHRISTOPHER J LONGE AIA  
ARCHITECTURE  
INTERIORS  
124 Peabody, Birmingham, Michigan 48009 248.258.6940





*Passionate People Building  
and Revitalizing our World*





## Exhibit C

### Brownfield Request for Cost Reimbursement For Eligible Activities

Date: \_\_\_\_\_

Listed below are total costs expended for each eligible activity category for the expenses being submitted with this request. Attached is evidence of each cost item, including proof of payment and detailed invoices.

Eligible Activity Category		Total Cost
1.	Phase I/Phase II/BEA	
2.	Due Care Activities	
3.	Additional Response Activities	
4.	Asbestos Abatement	
5.	Brownfield Plan preparation	
	Total Cost Reimbursement Request	

I certify that the information submitted on and with this Request for Cost Reimbursement is accurate and is an eligible cost described in the Brownfield Plan for this project approved by the City Council of the City of Birmingham.

Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_





## MEMORANDUM

Planning Division

**DATE:** March 21, 2016

**TO:** Joseph A. Valentine, City Manager

**FROM:** Matthew Baka, Senior Planner

**CC:** Jana L. Ecker, Planning Director

**SUBJECT:** Set Public Hearing for a Lot Split of 221 Baldwin, Parcel #1925352017, T2N, R10E, SEC 25 WHITEHEAD & MITCHELL ADD LOTS 12 & 13, ALSO N 75 FT OF LOT 14 3-9-10 FR 007 & 016

---

The owner of the property known as 221 Baldwin is seeking a lot split to divide the existing parcel into two parcels. The applicant previously combined lot 12 and lot 13 with a portion of lot 14. At this time, the applicant is seeking approval to separate the existing platted lot 12 (currently garden/lawn) from lots 13 and a portion of lot 14 on which their home is located. Please see attached map and survey.

Although lot 12 is an existing platted lot, it cannot be separated administratively as the remaining property at 221 Baldwin was previously combined (lot 13 and a portion of lot 14).

The Planning Division requests that the City Commission set a public hearing date of **April 25<sup>th</sup>, 2016** to consider the proposed subdivision, pursuant to the procedures set forth in Section 102-52 of the Subdivision Ordinance.

**Suggested Action:**

To set a Public Hearing for April 25, 2016 to consider the proposed Lot Split of 221 Baldwin, Parcel #1925352017.



**221 Baldwin**  
*Lot Split Proposal*





# SPLIT SURVEY

## PROPERTY DESCRIPTION:

### EXISTING PROPERTY DESCRIPTION:

LOT 12, LOT 13 AND THE NORTH 75 FEET OF LOT 14; WHITEHEAD & MITCHELL ADDITION TO THE VILLAGE OF BIRMINGHAM, (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 10 OF OAKLAND COUNTY RECORDS.

### PARCEL A DESCRIPTION:

LOT 13 AND THE NORTH 75 FEET OF LOT 14; WHITEHEAD & MITCHELL ADDITION TO THE VILLAGE OF BIRMINGHAM, (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 10 OF OAKLAND COUNTY RECORDS.

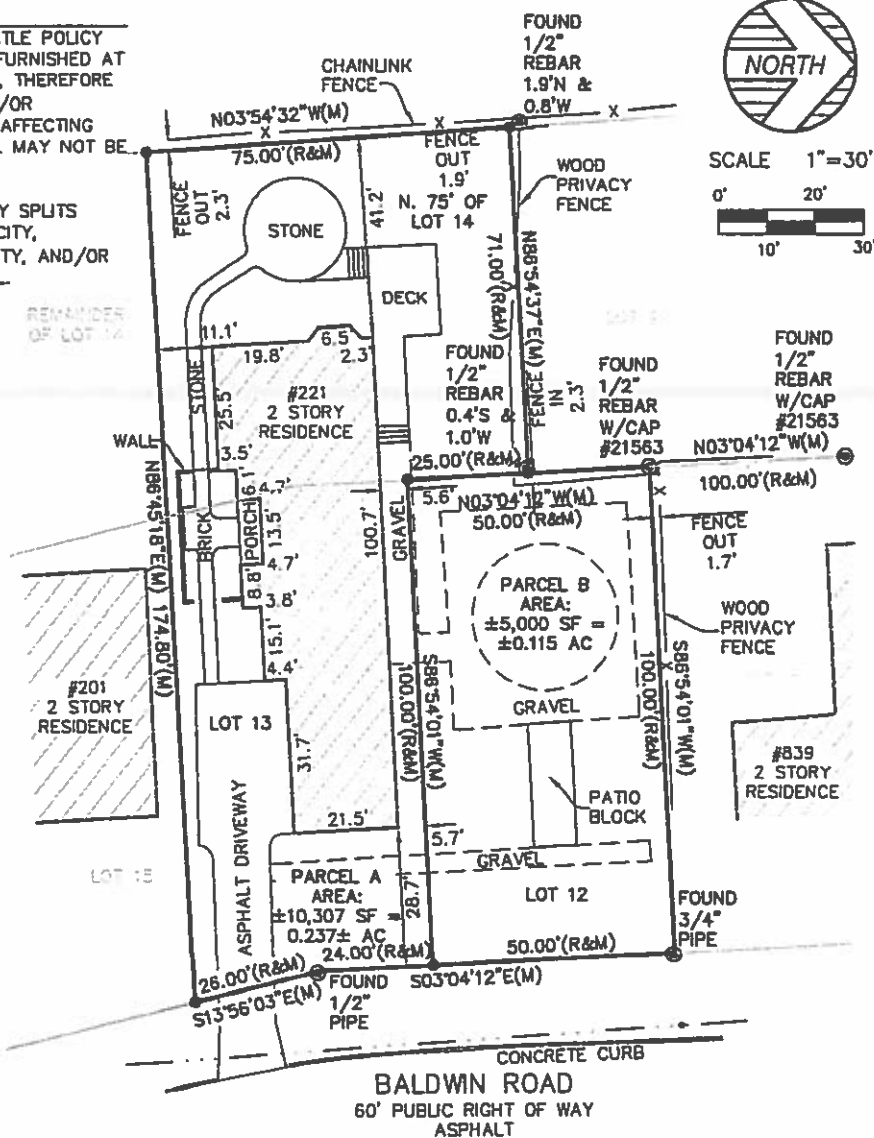
### PARCEL B DESCRIPTION:

LOT 12; WHITEHEAD & MITCHELL ADDITION TO THE VILLAGE OF BIRMINGHAM, (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 5 OF PLATS, PAGE 10 OF OAKLAND COUNTY RECORDS.

## NOTES:

1. A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

2. ALL PROPERTY SPLITS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.



## LEGEND

- SET 1/2" REBAR WITH CAP. #47976
- ⊙ FOUND MONUMENT (AS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN PLATTED AND DESCRIBED AND THAT THE RATIO OF CLOSURE MEETS THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970.

ANTHONY T. SYCKO, JR., P.S. NO. 47976



## KEM-TEC & ASSOCIATES

22556 GRATIOT AVE. EASTPOINTE, MI 48021  
PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS  
(586)772-2222 \* FAX (586)772-4048

CERTIFIED TO: MAX BROOK REALTY

FIELD SURVEY: JD CM

DATE: FEBRUARY 15, 2016

DRAWN BY: JL NS

SHEET: 1 OF 1

SCALE: 1" = 30'

JOB NO.: 16-00329





City of Birmingham

A Walkable Community

## Division of Platted Lots Application

### 1. Applicant

Name: JULIANA MISICH-KASAWETH  
 Address: 221 BALDWIN ROAD  
BIRMINGHAM MI 48009  
 Phone Number: (586) 201-5470  
 Fax Number: \_\_\_\_\_  
 Email Address: jmisich@yahoo.com

### Property Owner

Name: First American Exchange Co LLC  
 Address: 221 Baldwin Road  
Birmingham, MI 48009  
 Phone Number: (586) 201-5470  
 Fax Number: \_\_\_\_\_  
 Email Address: jmisich@yahoo.com

### 2. Applicant's Attorney/Contact Person

Name: Joseph Yamin  
 Address: 155 W. Big Beaver Rd  
Troy MI 48064  
 Phone Number: (248) 851-1001  
 Fax Number: \_\_\_\_\_  
 Email Address: jyamin@lambertleser.com

### Survey Company

Name: KEM-TEC & ASSOCIATES  
 Address: 22556 Gratiot Avenue  
Eastpointe MI 48021  
 Phone Number: (586) 772-2222  
 Fax Number: (586) 772-4048  
 Email Address: \_\_\_\_\_

### 3. Project Information

Address/Location of Property: 221 Baldwin Rd  
Birmingham, MI 48009  
 Sidwell #: 08-19-25-352-017  
 Current Zoning: \_\_\_\_\_

Legal Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### 4. Attachments

- Proof of ownership
- Written statement of reasons for request
- A letter of authority or power of attorney in the event the application is made by a person other than the property owner
- Other data having a direct bearing on the request
  - Sketches of proposed development (optional)
- One digital copy of plans
- Two (2) copies of a registered land survey showing:
  - all existing and proposed platted lot lines
  - legal descriptions of proposed lots
  - locations of existing/ surrounding structures and setbacks
  - footprints of proposed development

(I), (We), the undersigned, do hereby request to divide 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.

Signature of Property Owner: \_\_\_\_\_  
 Print Name: JULIANA MISICH-KASAWETH  
 Signature of Applicant: SAME AS ABOVE  
 Print Name: \_\_\_\_\_

Date: 3.14.2014  
 Date: \_\_\_\_\_

Fee: \$200.00 per lot affected, minimum fee \$400



March 14, 2015

Julijana Misich-Rasawehr  
First American Exchange Co LLC/Iseeds Properties LLC  
221 Baldwin Road  
Birmingham, MI 48009

Members of the Board:

I am requesting a lot split for my property at 221 Baldwin Road. I would like to return my parcel to it's previous condition. My reason for the request is due to my inability to maintain the large garden area due to health and time restrictions and would like someone else to be able to enjoy the beautiful neighborhood as much as I've enjoyed it. The lot split will not adversely impact the existing neighborhood, since it previously occupied a residential structure.

Thank you for your time and consideration in this matter.

Regards,



Julijana Misich-Rasawehr



BCS/CD-700 (Rev. 04/11)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name MHC ADVISORS PC		
Address 3150 LIVERNOIS, SUITE 102		
City TROY	State MICHIGAN	ZIP Code 48063
EFFECTIVE DATE:		

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

### ARTICLES OF ORGANIZATION

#### For use by Domestic Limited Liability Companies

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

#### ARTICLE I

The name of the limited liability company is: ISEEDS PROPERTIES LLC

#### ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.  
INVESTMENT REAL ESTATE, ETC.

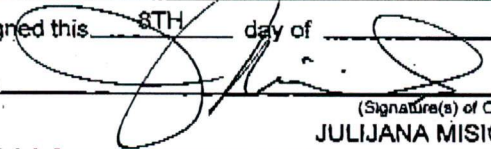
#### ARTICLE III

The duration of the limited liability company if other than perpetual is: \_\_\_\_\_

#### ARTICLE IV

- The name of the resident agent at the registered office is: JULIJANA MISICH
- The street address of the location of the registered office is:  
221 BALDWIN BIRMINGHAM, Michigan 48009  
(Street Address) (City) (Zip Code)
- The mailing address of the registered office if different than above:  
\_\_\_\_\_, Michigan \_\_\_\_\_  
(P.O. Box or Street Address) (City) (Zip Code)

#### ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 8TH day of MARCH 2013  
By   
(Signature(s) of Organizer(s))  
JULIJANA MISICH  
(Type or Print Name(s) of Organizer(s))



OAKLAND COUNTY TREASURERS CERTIFICATE  
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

DEC 30 2013

016215

309282  
LIBER 46670 PAGE 54  
\$16.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
12/30/2013 04:31:02 P.M. RECEIPT# 170887  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

ANDREW E. MEISNER, County Treasurer  
Sec. 135, Act 206, 1893 as amended

1.00

### AFFIDAVIT FOR LOST DOCUMENT

State of Michigan )  
County of Oakland )SS.

The undersigned, LaRee Marra, first being duly sworn, deposes and says

1. I am the Claims/Collection Manager of Capital Title Insurance Agency, Inc., 25800 Northwestern Highway, Suite 120, Southfield MI 48075, and in that capacity, have personal knowledge of the facts herein stated.
2. That on July 2, 2013, an escrow officer of Capital Title Insurance Agency, Inc. conducted a Residential Sale transaction with Kenneth Czubay and Jane Czubay, his wife, as Seller(s) and First American Exchange Company, LLC, as Qualified Intermediary for ISeeds Proerties, LLC, as Purchaser(s), covering the following property situated in the City of Birmingham, County of Oakland, State of Michigan, as follows:  
  
Lots 12 and 13 and the North 75 feet of Lot 14, Whitehead and Mitchell Addition to the Village of Birmingham, as recorded in Liber 5, Page 10 of Plats, Oakland County Records.  
  
Commonly known as: 221 Baldwin Road, Birmingham, MI 48009  
Tax parcel number: 19-25-352-017
3. That to enable the above named Seller(s) and Purchaser(s) to complete said transaction, a Warranty Deed dated July 2, 2013 was executed by Kenneth Czubay and Jane Czubay, his wife, as Grantor(s) and ISeeds Proerties, LLC, as Grantee(s).
4. The aforementioned Warranty Deed has either been misplaced or lost.
5. That attached to this Affidavit is a copy of the aforesaid Warranty Deed as Exhibit A.
6. FURTHER DEPONENT SAYETH NOT.

Dated: December 30, 2013



LaRee Marra  
LaRee Marra, Claims/Collection Manager  
Capital Title Insurance Agency, Inc.

The foregoing instrument was acknowledged before me December 30, 2013, by LaRee Marra, Claims/Collection Manager, Capital Title Insurance Agency, Inc.

Kenneth Spab  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County



WARRANTY DEED

The Grantor(s): Kenneth Czubay nad Jane Czubay his wife  
whose address is 150 N. Compass Dr. Fort Lauderdale, FL 33308

Conveys and Warrants to: ISeeds Properties, LLC  
whose address is 221 Baldwin Rd., Birmingham, MI 48009

the following described premises situated in the City of Birmingham, County of Oakland and State of Michigan, to-wit:

Lots 12 and 13 and the North 75 feet of Lot 14, Whitehead and Mitchell Addition to the Village of Birmingham, as recorded in  
Liber 5, Page 10 of Plats, Oakland County Records.

Commonly known as: 221 Baldwin Road, Birmingham, MI 48009  
Tax parcel number: 19-25-352-017

For the sum of: One Million Fifty Thousand and 00/100 Dollars (\$1,050,000.00)

Subject to: the existing building and use restrictions, easements, and zoning ordinances, if any of record.


And free from any encumbrances except such that may have accrued or attached through the acts or omissions of persons others than the grantors herein, since 9/22/2012, the date of a certain land contract in pursuance of which this deed is given in fulfillment of and termination of the land contract.

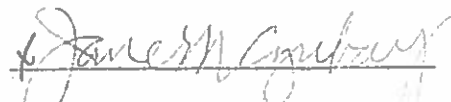
Jane Czubay, wife of Grantor, hereby executes this warranty deed solely for the purpose of relinquishing any and all dower rights, if any, or any other rights or interests, if any, she may have in subject property, and acknowledges and agrees that the land contract referenced above is fulfilled and terminated.

This property may be located within the vicinity of farmland or farm operations. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

Dated: July 2, 2013

Seller(s):

  
Kenneth Czubay

  
Jane Czubay



(Attached to and becoming a part of Warranty Deed dated: July 2, 2013 between The Grantor(s): Kenneth Czubay, a married man, and Jane Czubay, as Seller(s) and ISeeds Properties, LLC, as Purchaser(s).)

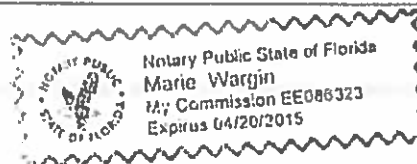
STATE OF MICHIGAN )  
COUNTY OF Broward )SS.

Acknowledged by Kenneth Czubay nad Jane Czubay, before me on the 2nd day of July, 2013.

Notary Public  
County, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )SS.

Acknowledged by Jane Czubay, before me on the \_\_\_\_\_ day of July, 2013.



Notary Public  
County, Florida  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

Drafted by: Kenneth Czubay 221 Baldwin Birmingham Rd, MI 48009

When recorded return to: ISeeds, LLC , 221 Baldwin Road, Birmingham MI 48009

Recording Fee: \$17.00 State Transfer Tax: \$7,875.00 County Transfer Tax: \$1,155.00

County Treasurer's Certificate

City Treasurer's Certificate



# 2015 DECEMBER TAX STATEMENT - RETURN THIS PORTION WITH YOUR REMITTANCE

CITY OF BIRMINGHAM - TAXES • P.O. BOX 671732, DETROIT, MI 48267-1732

Allow at least 5 days when mailing

63008 1925352017 6 000683293

TOTAL	PENALTY	TOTAL PAID
6,832.93		



FIRST AMERICAN EXCHANGE COMPANY LLC  
ISEEDS PROPERTIES LLC  
221 BALDWIN RD  
BIRMINGHAM MI 48009

**DUE DEC. 1, 2015 - FEB. 16, 2016**

MAKE CHECK PAYABLE TO:  
CITY OF BIRMINGHAM

PARCEL I.D. NUMBER
08-19-25-352-017

WARNING: Check your Parcel I.D. No. before paying your TAXES. You are responsible if you pay on wrong parcel.

## CITY OF BIRMINGHAM 2015 DECEMBER TAX STATEMENT

### FISCAL YEARS

O.C. PARKS & REC. • ZOO AUTHORITY  
10-1-2015 to 9-30-2016  
H.C.M.A.  
1-1-2016 to 12-31-2016  
PARTIAL BIRMINGHAM SCHOOLS • O.C.P.T.A. • ART AUTHORITY  
7-1-2015 to 6-30-2016

**DUE DECEMBER 1, 2015 - FEBRUARY 16, 2016**  
**3% PENALTY AFTER FEBRUARY 16, 2016**

PAYMENTS BY MAIL WILL BE RECORDED ON THE DATE  
RECEIVED, NOT ON THE DATE POSTMARKED.

FIRST AMERICAN EXCHANGE COMPANY  
LLC  
ISEEDS PROPERTIES LLC  
221 BALDWIN RD  
BIRMINGHAM MI 48009  
**Property Address:**  
221 BALDWIN RD

CODE #	*P.R.E. TAX BASE	PARCEL I.D. NUMBER / SCHOOL DIST.	
52843	0	08-19-25-352-017	030
% DECLARED AS P.R.E.	*NON-P.R.E. TAX BASE	TAXABLE VALUE	STATE EQUALIZED VALUE
0%	635,340	635,340	711,960
TAX DESCRIPTION		RATE PER \$1,000	AMOUNT
COUNTY		0.45560	289.45
OCPTA		0.99980	635.21
SCHOOL OPERATING		9.00000	5718.06
SCHOOL SUPPLEMNT		4.29060	0.00
ZOO AUTHORITY		0.09980	63.40
SCHOOL OPER FC		9.00000	0.00
ART INSTITUTE		0.19960	126.81
ADMIN FEE		0.00000	0.00

\*P.R.E. = Principal Residence Exemption

Property taxes are levied on the Taxable Value. The State Equalized Value is provided on this document for your information only and represents 50% of the market value of your property.

**IMPORTANT INFORMATION - SEE REVERSE SIDE.**

### PARTIAL DESCRIPTION OF PROPERTY

T2N, R10E, SEC 25 WHITEHEAD &  
MITCHELL ADD LOTS 12 & 13, ALSO N  
75 FT OF LOT 14 3-9-10 FR 007 &  
016

**401 RESIDENTIAL IMPROVED**

BEGINNING MARCH 1st, 2016 all unpaid 2015 taxes must be paid to the Oakland County Treasurer's office, 1200 N. Telegraph, Pontiac, MI 48341, with additional penalties. During the month of March, a revised statement from the City Treasurer must accompany your remittance to the County Treasurer.

RETAIN THIS LOWER PORTION FOR YOUR RECORDS.  
YOUR CANCELLED CHECK IS YOUR RECEIPT.

SPECIAL ASSESSMENTS	TOTAL	PENALTY	TOTAL PAID
	6,832.93		

CITY OF BIRMINGHAM  
Date 01/08/2016 2:16:08 PM  
Ref 08-19-25-352-017  
Receipt 295409  
Amount \$6,832.93

Checks accepted only as a conditional payment. If not honored by bank, tax is unpaid and subject to unpaid tax penalties.

08-19-25-352-017





## MEMORANDUM

Engineering Dept.

**DATE:** March 22, 2016

**TO:** Joseph A. Valentine, City Manager

**FROM:** Paul T. O'Meara, City Engineer

**SUBJECT:** Webster Ave. Paving Project  
Sewer Lateral Special Assessment District

In accordance with current policy, the Engineering Dept. plans to replace all older sewer laterals underneath the new proposed pavement on the above project, which includes the two blocks of Webster Ave. between Adams Rd. and Eton Rd.

As recommended under separate cover, it is anticipated that this construction contract will be awarded to DiPonio Contracting, Inc., with their low bid of \$1,780,615. In the past, the City has compared the low bidder's price for this work item with the other bidders, to ensure the price of this work, which will be assessed, reflects the actual value of the work. A list of the sewer lateral bid prices for all the bidders follows below:

<b>CONTRACTOR (in order of lowest to highest bidder based on total price)</b>	<b>BID PRICE (PER FOOT)</b>
DiPonio Contracting, Inc.	\$48.00
V.I.L. Construction, Inc.	\$25.00
F.D.M. Contracting, Inc.	\$70.00
Pamar Enterprises, Inc.	\$65.00
Superior Excavating Co.	\$42.00
Merlo Construction Co.	\$125.00
<b>Average Price Per Foot</b>	<b>\$62.50</b>

While the cost is higher than two of the other bidders, DiPonio's price is lower than the average price bid. Further, the price is in the general range of cost that has been charged on recent projects of this type. If these property owners waited until their sewer lateral failed, repairing these pipes in the downtown area would be both a costly and disruptive process. We believe charging the low bidder's price (\$48), is appropriate. As shown on the attached list, prices to be charged to homeowners are expected to range from \$864 to \$1,632.



It is recommended that a public hearing of necessity be scheduled at the Monday, April 25, 2016 City Commission meeting. It is further recommended that the public hearing to confirm the roll be held on Monday, May 9, 2016 at the \$48.00/linear ft. unit price.

SUGGESTED RESOLUTION:

RESOLVED, that the City Commission shall meet on Monday, April 25, 2016, at 7:30 P.M., for the purpose of conducting a public hearing of necessity for the installation of lateral sewers within the Webster Ave. Paving project area.  
Be it further

RESOLVED, that the City Commission meet on Monday, May 9, 2016, at 7:30 P.M. for the purpose of conducting a public hearing to confirm the roll for the installation of lateral sewers in the Webster Ave. Paving project area.



## SEWER LATERAL CHART

Webster Ave. Paving Project - Contract #4-16(P)

Address	Street	Pipe Type	Date	SAD?	Estimated	Estimated
			Installed		Length	Cost
						6"

Webster Ave. - S. Adams Rd. to S. Eton Rd.

\$48

NORTH SIDE

877	S. Adams	On Adams	1969	N	0	\$0
1155	Webster	Unknown	---	Y	18	\$864
1169		A.C.	1951	Y	18	\$864
1183		P.V.C.	2006	N	0	\$0
1211		A.C.	1951	Y	18	\$864
1223		P.V.C.	2015	N	0	\$0
1239		Unknown	---	Y	20	\$960
1255		Unknown	---	Y	20	\$960
1267		O.B.	1953	Y	20	\$960
1275		Unknown	---	Y	20	\$960
1301		O.B.	1954	Y	20	\$960
1307		P.V.C.	2015	N	0	\$0
1333		Wedgelock	1975	N	0	\$0
1335		P.V.C.	2012	N	0	\$0
1347		P.V.C.	2009	N	0	\$0
1363		Unknown	--	Y	20	\$960
1375		Unknown	---	Y	20	\$960
1387		P.V.C.	2014	N	0	\$0
1407		Wedgelock	1964	Y	20	\$960
1461		Unknown	1941	Y	20	\$960
1475		O.B.	1957	Y	20	\$960
1489		Unknown	1941	Y	20	\$960
1515		Clay	1941	Y	20	\$960
1545		Unknown	1941	Y	20	\$960
1563		Unknown	1942	Y	20	\$960
1591		Clay	1944	Y	20	\$960
1609		P.V.C.	2006	N	0	\$0
1619		P.V.C.	2006	N	0	\$0
1629		P.V.C.	2006	N	0	\$0
1641		P.V.C.	1988	N	0	\$0
1657		P.V.C.	2004	N	0	\$0
1669		Cast Iron	1946	Y	18	\$864
1687		Cast Iron	1946	Y	18	\$864
1707		P.V.C.	2015	N	0	\$0
1737		P.V.C.	2013	N	0	\$0
1745		Cast Iron	1944	Y	18	\$864
1759		Clay	1943	Y	18	\$864
1777		Clay	1943	Y	18	\$864
1785		P.V.C.	2014	N	0	\$0
1801		Clay	1943	Y	18	\$864
1823		Cast Iron	1943	Y	18	\$864
1835		Clay	1943	Y	18	\$864
1847		Cast Iron	1943	Y	18	\$864
1867		P.V.C.	2005	N	0	\$0
1867		P.V.C. - Storm	2005	N	0	\$0
1879		P.V.C.	2005	N	0	\$0
1899		Cast Iron	1946	Y	18	\$864
1915		Cast Iron	1946	Y	18	\$864
1931		Cast Iron	1946	Y	18	\$864
1951		P.V.C.	2005	N	0	\$0
1951		P.V.C. - Storm	2005	N	0	\$0
1965		P.V.C.	2005	N	0	\$0
1971		O.B.	1955	Y	18	\$864
1989		O.B.	1955	Y	18	\$864



## SOUTH SIDE

1108	Webster	O.B.	1951	Y	34	\$1,632
1132		O.B.	1951	Y	34	\$1,632
1140		O.B.	1951	Y	34	\$1,632
1158		O.B.	1958	Y	34	\$1,632
1172		O.B.	1953	Y	34	\$1,632
1182		P.V.C.	2005	N	0	\$0
1212		Unknown	---	Y	34	\$1,632
1228		Unknown	---	Y	34	\$1,632
1240		P.V.C.	2010	N	0	\$0
1264		Unknown	---	Y	32	\$1,536
1270		P.V.C.	2006	N	0	\$0
1280		P.V.C.	2006	N	0	\$0
1312		Clay	1941	Y	32	\$1,536
1324		P.V.C.	2014	N	0	\$0
1352		P.V.C.	2014	N	0	\$0
1368		O.B.	1962	Y	32	\$1,536
1380		Unknown	--	Y	32	\$1,536
1408		Unknown	--	Y	32	\$1,536
1424		O.B.	1962	Y	32	\$1,536
1440		O.B.	1961	Y	32	\$1,536
1448		P.V.C.	2005	N	0	\$0
1462		Unknown	---	Y	32	\$1,536
1478		Unknown	1941	Y	32	\$1,536
1494		Clay	1940	Y	32	\$1,536
1530		Unknown	1941	Y	32	\$1,536
1544		Unknown	1941	Y	32	\$1,536
1558		P.V.C.	2014	N	0	\$0
1572		Clay	1941	Y	32	\$1,536
1610		P.V.C.	2002	N	0	\$0
1618		P.V.C.	2002	N	0	\$0
1632		Clay	1941	Y	32	\$1,536
1646		Clay	1944	Y	32	\$1,536
1658		Cast Iron	1944	Y	32	\$1,536
1674		Clay	1944	Y	32	\$1,536
1690		Cast Iron	1944	Y	32	\$1,536
1710		Cast Iron	1944	Y	32	\$1,536
1734		Cast Iron	1944	Y	32	\$1,536
1748		Cast Iron	1944	Y	32	\$1,536
1762		P.V.C.	2006	N	0	\$0
1782		Cast Iron	1944	Y	32	\$1,536
1798		Cast Iron	1944	Y	32	\$1,536
1804		P.V.C.	2002	N	0	\$0
1804		P.V.C. - Storm	2002	N	0	\$0
1826		Clay	1943	Y	32	\$1,536
1838		P.V.C.	2015	N	0	\$0
1854		Clay	1943	Y	32	\$1,536
1870		Cast Iron	1943	Y	32	\$1,536
1888		Wedgelock	1988	N	0	\$0
1898		Cast Iron	1946	Y	32	\$1,536
1916		Cast Iron	1946	Y	32	\$1,536
1932		Cast Iron	1946	Y	32	\$1,536
1954		Cast Iron	1946	Y	32	\$1,536
1974		P.V.C.	2006	N	0	\$0
1996		O.B.	1955	Y	32	\$1,536

## Torry St. - Haynes Ave. to Webster Ave.

## WEST SIDE

1582	Haynes	On Haynes	1955	N	0	\$0
1572	Holland	On Holland	2004	N	0	\$0
1585		On Holland	2004	N	0	\$0

## EAST SIDE

1606	Haynes	On Haynes	1977	N	0	\$0
1614	Holland	On Holland	2004	N	0	\$0
1617		On Holland	1942	N	0	\$0

TOTAL = 1836 \$88,128

RATIO = 69/113 61%





## 4-16(P) Webster Ave. Paving Project



### Legend

 Sewer Lateral Special Assessment District





## MEMORANDUM

Engineering Department

**DATE:** March 17, 2016  
**TO:** Joseph A. Valentine, City Manager  
**FROM:** Paul T. O'Meara, City Engineer  
**SUBJECT:** Webster Ave. Paving Project  
Contract #4-16(P) Contract Award

Bids were opened on the above project on March 11, 2016. Six bids were received, as listed on the attached summary. The low bidder was DiPonio Contracting, with their bid of \$1,780,615.00. The engineer's estimate was \$1,900,000.

DiPonio Contracting has worked for Birmingham multiple times, including last year's 2015 Local Streets Paving Project, which involved sewer, water, and pavement improvements on seven different local streets. This year, they are already scheduled to return to complete phase 2 of the Acacia Drain Sewer Replacement on Catalpa Dr. They are also working presently in Birmingham for the Oakland Co. Water Resources Commissioner, completing sewer work in Parking Lot #6 (N. Old Woodward Ave.). A pre-award meeting has been held with them, and we are confident that they are fully qualified to do this type of work.

The project will include complete combined sewer and sanitary lead replacement, water main replacement, and new concrete pavement on the following streets:

Webster Ave. – S. Adams Rd. to S. Eton Rd.  
Torry St. – Haynes Ave. to Webster Ave.

The cost of the project will be charged to the following accounts:

Sewer Fund	590-536.001-981.0100	\$385,520.00
Water Fund	591-537.004-981.0100	\$396,475.00
Local Streets Fund	203-449.001-981.0100	<u>\$998,620.00</u>
TOTAL		\$1,780,615.00

Budget numbers were prepared about three years ago, and were not increased due to construction prices remaining stable in the past. This year, after the project was designed, and current elevated construction costs were considered, the engineer's estimate was set at the higher number of \$1.9 million. While the bid received in the current bidding environment is competitive and well below the engineer's estimate, it is still above the funds originally budgeted. Budget adjustments are included in the resolution below to reflect this fact.



SUGGESTED RESOLUTION:

To award the Webster Ave. Paving Project, Contract #4-16(P) to DiPonio Contracting, Inc., of Shelby Twp., MI, in the amount of \$1,780,615.00, to be charged to the various accounts as detailed in the report; and further to approve the appropriations and budget amendments as follows:

Sewer Fund

Revenues:

Draw from Fund Balance #590-000.000-400.0000	\$ 85,520
Total Revenue Adjustments	<u>\$ 85,520</u>

Expenditures:

Public Improvements #590-536.001-981.0100	\$ 85,520
Total Expenditure Adjustments	<u>\$ 85,520</u>

Water Fund

Revenues:

Draw from net position #591-000.000-400.0000	\$ 76,475
Total Revenue Adjustments	<u>\$ 76,475</u>

Expenditures:

Public Improvements #591-537.004-981.0100	\$ 76,475
Total Expenditure Adjustments	<u>\$ 76,475</u>

Local Street Fund

Revenues:

Draw from Fund Balance #203-000.000-400.0000	\$128,620
Total Revenue Adjustments	<u>\$128,620</u>

Expenditures:

Public Improvements #203-449.001-981.0100	\$128,620
Total Expenditure Adjustments	<u>\$128,620</u>



**CITY OF BIRMINGHAM**

**WEBSTER AVENUE PAVING PROJECT**

**CONTRACT # 4-16(P)**

**BID SUMMARY**

**March 11, 2016 - 2:00 PM**

Company Name	Addendums	5% Bid Security	Base Bid
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[illegible]





# ENGINEERING DEPARTMENT

## WEBSTER AVENUE PAVING PROJECT

### CONTRACT #4-16(P)

#### SHEET INDEX

- COVER SHEET  
C1 PAVING & UTILITY PLAN - WEBSTER AVE. P.O.B. TO 4+50  
C2 PAVING & UTILITY PLAN - WEBSTER AVE. 4+50 TO 9+00  
C3 PAVING & UTILITY PLAN - WEBSTER AVE. 9+00 TO 13+50  
C4 PAVING & UTILITY PLAN - WEBSTER AVE. 13+50 TO 18+00  
C5 PAVING & UTILITY PLAN - WEBSTER AVE. 18+00 TO 22+50  
C6 PAVING & UTILITY PLAN - WEBSTER AVE. 22+50 TO P.O.E.  
C7 PAVING & UTILITY PLAN - TORRY ST. P.O.B. TO 3+75  
C8 PAVING & UTILITY PLAN - TORRY ST. 3+75 TO P.O.E.  
C9 STORM SEWER PROFILES 1 OF 2  
C10 STORM SEWER PROFILES 2 OF 2  
C11 GRADING PLAN - WEBSTER AVE. P.O.B. TO 4+50  
C12 GRADING PLAN - WEBSTER AVE. 4+50 TO 9+00  
C13 GRADING PLAN - WEBSTER AVE. 9+00 TO 13+50  
C14 GRADING PLAN - WEBSTER AVE. 13+50 TO 18+00  
C15 GRADING PLAN - WEBSTER AVE. 18+00 TO 22+50  
C16 GRADING PLAN - WEBSTER AVE. 22+50 TO P.O.E.  
C17 GRADING PLAN - TORRY ST. P.O.B. TO 3+75  
C18 GRADING PLAN - TORRY ST. 3+75 TO P.O.E.  
C19 GRADING PLAN - INTERSECTION GRADING DETAILS  
C20 EXISTING CROSS-SECTIONS  
C21 PROPOSED CROSS-SECTIONS  
C22 PAVEMENT JOINTING, MARKING AND SIGNAGE PLAN - WEBSTER AVE. P.O.B. TO 17+75  
C23 PAVEMENT JOINTING, MARKING AND SIGNAGE PLAN - WEBSTER AVE. 17+75 TO P.O.E.  
C24 PAVEMENT JOINTING, MARKING AND SIGNAGE PLAN - TORRY ST. P.O.B. TO P.O.E.  
C25 NOTES & DETAILS

#### Q1 QUANTITIES

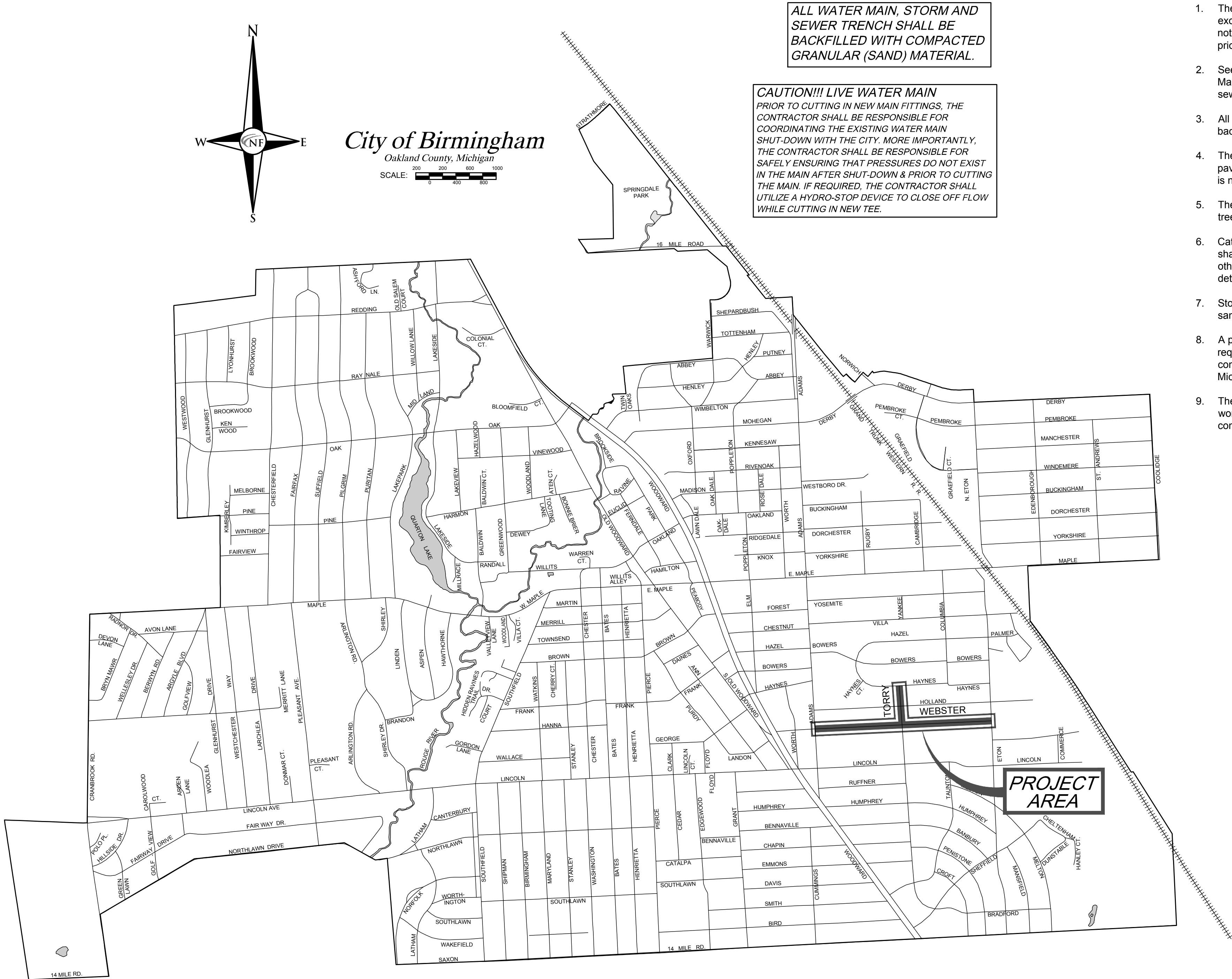
SEWER STANDARD DETAILS  
WATER MAIN STANDARD DETAILS

**WATER / SEWER SERVICE NOTE**  
ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD, WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, TO CONSTRUCT THE PROJECT (INC.).

**UTILITY NOTE**  
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



**BENCHMARK NOTE**  
BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.



#### CONSTRUCTION NOTES

These notes shall apply for all work within this contract:

- The contractor shall notify MISS DIG 1-800-482-7171 at least 3 working days excluding Saturday, Sunday, and Holidays before making any excavations and notify the City of Birmingham Engineering Department a minimum of 24 hours prior to the start of construction (248-530-1850).
- See the City of Birmingham drawings "Sewer Standard Details" and "Water Main Standard Details" for details of manholes, catch basins, inlets, and related sewer and water main work.
- All excavation under or within three feet of pavement, public or private, shall be backfilled and compacted with sand.
- The joints at the edges of all excavations in the pavement shall be sawcut, or pavement will be removed to existing joints, as directed by the Engineer. There is no separate pay item for saw cutting pavements.
- The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
- Catch basin and inlet castings scheduled for replacement, or new construction shall be EJIW 5000Z4 DI / 5000M4 DI Hinged Assembly unless specified otherwise. Manhole castings shall be EJIW 1040-A cover as noted on the detail sheets and plans, unless otherwise specified.
- Storm, sewer and water main trench shall be backfilled with MDOT Class II sand and properly compacted to 95% of modified proctor density.
- A permit from the Michigan Department of Environmental Quality (MDEQ) is required for all new water main installations. No work shall be allowed on the combined sewer system until appropriate permits have been received by the Michigan Department of Environmental Quality (MDEQ).
- The contractor shall coordinate and cooperate with all other utility companies working in the same area, project related or not, during the same allotted construction period.

WEBSTER AVENUE PAVING PROJECT  
CONTRACT #4-16(P)

APPROVED DATE

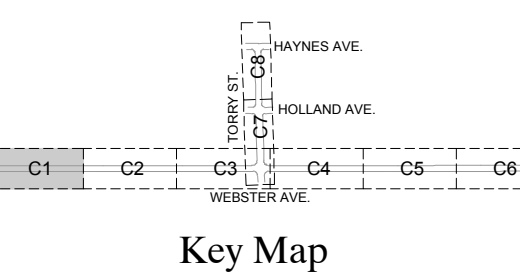




CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

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

PROJECT  
Webster Avenue  
Paving Project  
Contract #4-16(P)



CLIENT  
  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Center Section  
31, Town 2 North, Range 11  
East, City of Birmingham,  
Oakland County, Michigan

SHEET  
Paving & Utility Plan  
Webster Avenue  
Sta. P.O.B. to 4+50



REVISIONS  
02-03-16 City Review  
02-29-16 Issued for Bids

DRAWN BY:  
R. Peery  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
12-28-15  
SCALE: 1" = 20'  
NFE JOB NO. SHEET NO.  
1908 C1

## SEWER STRUCTURE SCHEDULE

- 228 MAINTAIN (OUTSIDE C.A.)  
0+105.82 15.3' N. COMB. MH 228  
RIM 753.43  
18" E INV. 742.33  
42" S INV. 746.55  
42" S INV. 746.55  
12" NW INV. 748.63
- 227 TAP  
0+227.74 3.10' N. COMB. MH 227  
RIM 753.12  
18" E INV. 743.37  
15" E INV. 743.37 (REMOVE)  
48" S INV. 745.70  
12" N INV. 749.32  
PR 15" E INV 743.37 (TAP)  
PR 15" E INV 743.37 (TAP)
- 226 MAINTAIN (OUTSIDE C.A.)  
0+252.29 21.74' N. CB 226  
RIM 752.98  
12" SW 749.58 (TRAP)
- 226 REMOVE & REPLACE  
0+53.90 9.67' N. COMB. MH 226  
RIM 753.25  
W/ 4" DIA. COMB. MH  
PR STA 0+50.00, 8.50' N  
RIM 753.13  
15" W INV. 743.55 (REMOVE)  
PR 12" W INV 743.55 (OVERFLOW)  
PR 15" W INV 743.55  
PR 12" E INV 742.68  
PR 12" E INV 742.68
- 95 REMOVE  
3+28.88 10.59' N. COMB. MH 95  
RIM 751.41  
15" W INV. 744.96  
15" E INV. 744.96  
12" E INV. 746.51
- 95 INSTALL  
PR STA 2+88.00, 8.50' N  
4" DIA. COMB. MH  
RIM 751.40  
PR 15" W INV 744.72  
PR 12" E INV 744.92  
PR 12" NE INV 747.29
- 94 MAINTAIN (OUTSIDE C.A.)  
4+105.82 12.81' N. CB 94  
RIM 751.19  
W/ 4" DIA. CB W/ 2" SUMP  
PR STA 2+95.00, 12.21' N  
PR RIM 751.29  
12" SW INV. 746.79  
12" SE INV. 746.79  
PR 12" S INV 747.33 (TRAP)  
PR 12" S INV 747.33 (TRAP)
- 94 REMOVE & REPLACE  
3+42.91 13.39' S. CB 94  
RIM 751.02  
W/ 2" DIA. INLET  
PR STA 2+95.00, 12.21' S  
PR RIM 751.29  
12" NW INV. 747.72  
PR 12" N INV 747.45
- 94 ABANDON  
4+05.97 12.02' N. COMB. MH 94  
RIM 751.61  
15" W INV. 744.61  
12" E INV. 744.71
- 94 INSTALL  
PR STA 3+81.31, 6.50' N  
4" DIA. COMB. MH  
RIM 751.60  
PR 12" W INV 745.25 (OVERFLOW)  
PR 12" E INV 742.68  
PR 12" NE INV 747.11
- 94 INSTALL  
PR STA 3+85.00 12.21' N  
4" DIA. CB W/ 2" SUMP  
PR RIM 751.39  
PR 12" W INV 747.35  
PR 12" SW INV 747.35 (TRAP)
- 94 INSTALL  
PR STA 3+85.00 12.21' S  
2" DIA. INLET  
PR RIM 751.39  
PR 12" NE INV 747.55

## WATER MAIN SCHEDULE

- INSTALL  
STA 3+55.00', 17.50' S  
HYDRANT & ASSEMBLY  
PR. FC 752.10  
PR. T/PIPE 746.60
- MAINTAIN (OUTSIDE C.A.)  
0+37.49' 7.75' S. GWN 53  
RIM 753.36

SEWER SERVICE SCHEDULE - LENGTH OF PVC PIPE NEEDED			
ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)	
1108 WEBSTER AVE.	6" O.B. SAN	34	
1132 WEBSTER AVE.	6" O.B. SAN	34	
1140 WEBSTER AVE.	6" O.B. SAN	34	
1155 WEBSTER AVE.	UNKNOWN	18 1/2 (FIELD VERIFY)	
1158 WEBSTER AVE.	6" O.B. SAN	34	
1169 WEBSTER AVE.	6" O.B. SAN	16	
1172 WEBSTER AVE.	6" O.B. SAN	4	
1182 WEBSTER AVE.	6" PVC SAN	2	
1183 WEBSTER AVE.	6" PVC SAN	2	
1211 WEBSTER AVE.	6" A.C. SAN	17 1/2	
1212 WEBSTER AVE.	UNKNOWN	33 1/2 (FIELD VERIFY)	
1223 WEBSTER AVE.	4" PVC SAN	32 1/2 (FIELD VERIFY)	
1228 WEBSTER AVE.	UNKNOWN	32 1/2 (FIELD VERIFY)	
1239 WEBSTER AVE.	UNKNOWN	18 1/2 (FIELD VERIFY)	
1240 WEBSTER AVE.	6" PVC SAN	0	
1255 WEBSTER AVE.	UNKNOWN	18 1/2 (FIELD VERIFY)	
1264 WEBSTER AVE.	UNKNOWN	32 1/2 (FIELD VERIFY)	

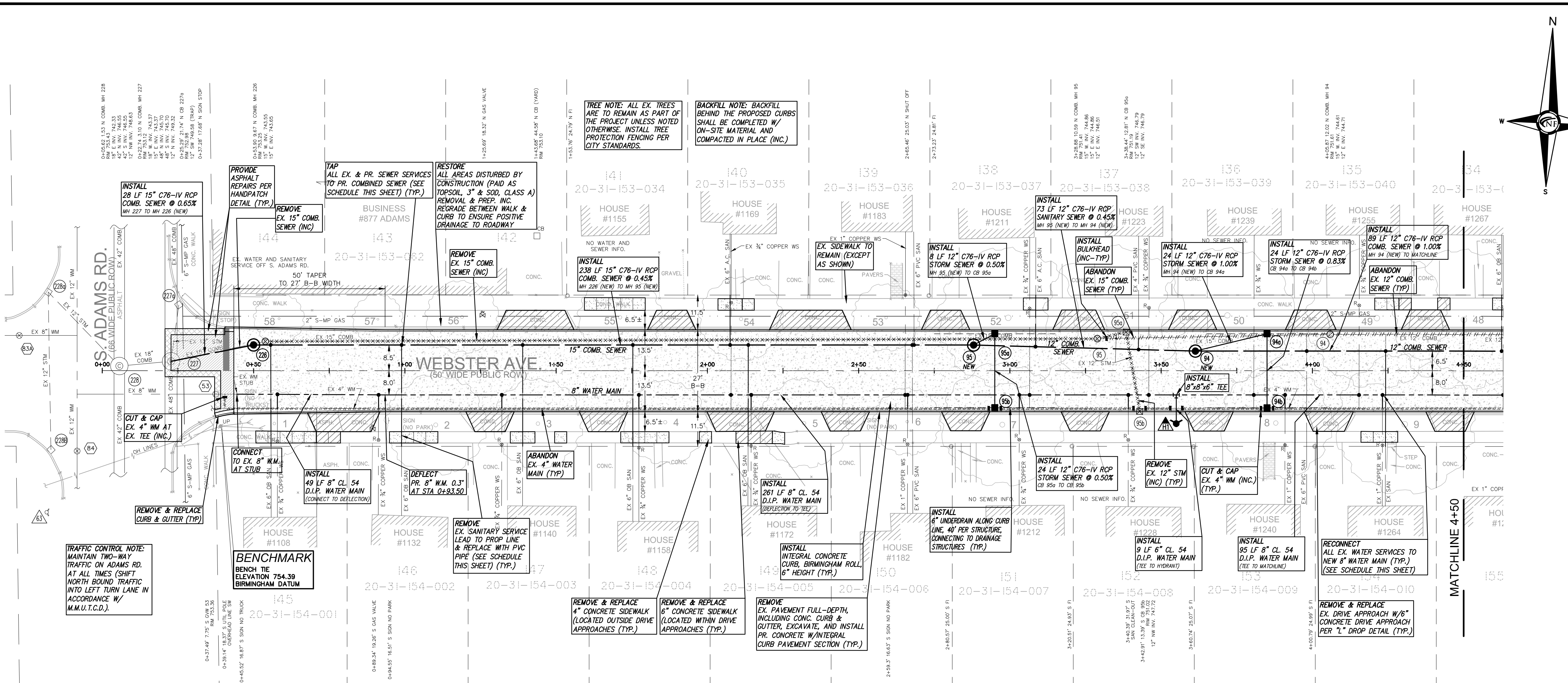
WATER SERVICE SCHEDULE - LENGTH OF WATER SERVICE NEEDED - DOES NOT INCLUDE PRIVATE PAY ITEMS			
ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)	
1108 WEBSTER AVE.	3/4" COPPER	2	
1132 WEBSTER AVE.	3/4" COPPER	4	
1140 WEBSTER AVE.	3/4" COPPER	4	
1155 WEBSTER AVE.	UNKNOWN	0' (FIELD VERIFY)	
1158 WEBSTER AVE.	3/4" COPPER	4	
1169 WEBSTER AVE.	3/4" COPPER	0	
1172 WEBSTER AVE.	3/4" COPPER	4	
1182 WEBSTER AVE.	1" COPPER	4	
1183 WEBSTER AVE.	1" COPPER	0	
1211 WEBSTER AVE.	3/4" COPPER	4	
1212 WEBSTER AVE.	3/4" COPPER	4	
1223 WEBSTER AVE.	3/4" COPPER	4	
1228 WEBSTER AVE.	3/4" COPPER	4	
1239 WEBSTER AVE.	3/4" COPPER	4	
1240 WEBSTER AVE.	3/4" COPPER	0	
1255 WEBSTER AVE.	3/4" COPPER	0	
1264 WEBSTER AVE.	1" COPPER	4	

UTILITY NOTE  
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

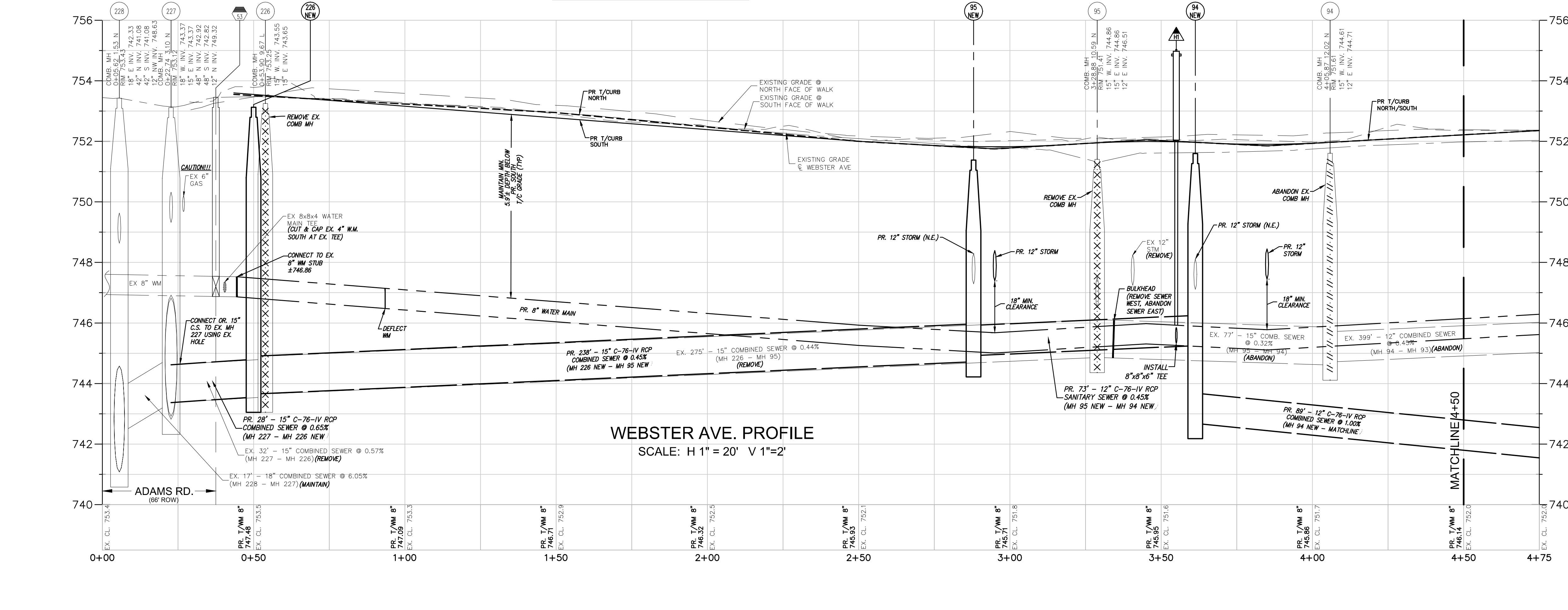
**LEGEND**

CLEAN-OUT  
MANHOLE  
EXISTING SAN/COMB SEWER  
EXISTING WATER MAIN  
EXISTING STORM SEWER  
EXISTING BURIED CABLES  
EXISTING GAS MAIN  
OVERHEAD LINES  
EX. PAVERS  
PR. 6" CONC. PAVT.  
W/ INT. CURB  
PR. 6" CONC. SIDEWALK  
OR DRIVE APPROACH  
PR. 4" CONC. SIDEWALK  
PR. FULL-DEPTH ASPH. REPAIR  
PR. ASPH. BUTT JOINT

RECORD CURB STOP LOCATION (APPROX.)  
LANDSCAPE BED  
EX. SOIL BORING  
PUBLIC PHONE  
WELL  
PUMP  
SIGN  
POST/BOLLARD  
PARKING METER  
MAIL BOX  
ROCK/BOULDER  
SPRINKLER VALVE BOX  
SPRINKLER HEAD  
FOUND PROPERTY MARKER  
GROUND ELEVATION



**WATER / SEWER SERVICE NOTE**  
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## SEWER STRUCTURE SCHEDULE

- 93 REMOVE 8+05.18 11.81 N  
COMB. MH 93  
RIM 751.01  
12" W. INV. 746.51
- 92 REMOVE 8+57.48 6.37 N  
COMB. MH 92  
RIM 750.72  
12" E. INV. 740.42  
10" NW INV. 744.87
- 93A INSTALL PR STA 5+61.31, 6.50' N  
4" DIA. COMB. MH  
PR RIM 751.90  
PR 12" N INV 740.68  
PR 12" E INV 740.58  
PR 12" NE INV 747.57
- 93B INSTALL PR STA 5+50.00, 12.21' N  
4" DIA. COMB. MH  
PR RIM 751.75  
PR 12" S INV 747.70  
PR 12" SE INV 747.70 (TRAP)
- 93C INSTALL PR STA 5+50.00, 12.21' S  
2" DIA. INLET  
PR RIM 751.75  
PR 12" N INV 747.90
- 93Aa INSTALL PR STA 6+65.00, 6.50' N  
4" DIA. COMB. MH  
PR RIM 751.78  
PR 12" N INV 740.17  
PR 12" E INV 740.07  
PR 12" S INV 747.56
- 93Ab INSTALL PR STA 6+65.00, 12.21' S  
4" DIA. COMB. MH  
PR RIM 751.69  
PR 12" N INV 747.65 (TRAP)
- 93Bb REMOVE 8+41.78 13.17' N  
CB 92a  
RIM 750.26  
10" SE 745.26  
10" SW 745.46
- 93Bc REMOVE 8+31.91 13.27' S  
CB 92b  
RIM 750.30  
10" NE 747.20

## WATER MAIN SCHEDULE

- 93b INSTALL STA 6+50.00, 8.00' S  
8" GATE VALVE & BOX  
PR RIM 751.83  
PR 1" PIPE 745.96
- 93b REMOVE 6+77.78 17.78' S  
HYD 25  
FG 752.30
- 93bA INSTALL STA 8+37.00, 17.50' S  
HYDRANT & ASSEMBLY  
PR FG 751.25  
PR 1" PIPE 745.75

SEWER SERVICE SCHEDULE - LENGTH OF PVC PIPE NEEDED	ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)
1267 WEBSTER AVE.	6" D.B. SAN	18'	(FIELD VERIFY)
1270 WEBSTER AVE.	6" PVC SAN	0'	
1275 WEBSTER AVE.	UNKNOWN	18'	(FIELD VERIFY)
1280 WEBSTER AVE.	6" PVC SAN	0'	
1301 WEBSTER AVE.	6" D.B. SAN	18'	
1307 WEBSTER AVE.	6" PVC SAN	0'	
1312 WEBSTER AVE.	6" CRUCK SAN	32'	
1324 WEBSTER AVE.	6" PVC SAN	0'	
1331 WEBSTER AVE.	6" W.L. SAN (1937S)	5'	
1335 WEBSTER AVE.	6" PVC SAN	0'	
1347 WEBSTER AVE.	6" PVC SAN	0'	
1352 WEBSTER AVE.	6" PVC SAN	0'	
1363 WEBSTER AVE.	UNKNOWN	18'	(FIELD VERIFY)
1368 WEBSTER AVE.	6" D.B. SAN	18'	
1375 WEBSTER AVE.	6" CL. SAN	18'	
1380 WEBSTER AVE.	UNKNOWN	32'	(FIELD VERIFY)
1387 WEBSTER AVE.	6" PVC SAN	18'	
1407 WEBSTER AVE.	6" W.L. SAN (1964)	18'	
1428 WEBSTER AVE.	UNKNOWN	32'	(FIELD VERIFY)
1424 WEBSTER AVE.	6" D.B. SAN	32'	
1440 WEBSTER AVE.	6" D.B. SAN	32'	
1448 WEBSTER AVE.	6" PVC SAN	0'	

WATER SERVICE SCHEDULE - LENGTH OF WATER SERVICE NEEDED - DOES NOT INCLUDE PRIVATE PAY ITEMS	ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)
1267 WEBSTER AVE.	3/4" COPPER	4'	
1270 WEBSTER AVE.	1" COPPER	4'	
1275 WEBSTER AVE.	3/4" COPPER	4'	
1280 WEBSTER AVE.	1" COPPER	4'	
1301 WEBSTER AVE.	3/4" COPPER	4'	
1307 WEBSTER AVE.	1" COPPER	4'	
1312 WEBSTER AVE.	1" COPPER	4'	
1324 WEBSTER AVE.	1" COPPER	4'	
1331 WEBSTER AVE.	1" COPPER	4'	
1335 WEBSTER AVE.	1" COPPER	4'	
1347 WEBSTER AVE.	1" COPPER	4'	
1352 WEBSTER AVE.	1" COPPER	4'	
1363 WEBSTER AVE.	3/4" COPPER	4'	
1368 WEBSTER AVE.	3/4" COPPER	4'	
1375 WEBSTER AVE.	3/4" COPPER	4'	
1380 WEBSTER AVE.	3/4" COPPER	4'	
1387 WEBSTER AVE.	1" COPPER	4'	
1407 WEBSTER AVE.	3/4" COPPER	4'	
1428 WEBSTER AVE.	3/4" COPPER	4'	
1424 WEBSTER AVE.	3/4" COPPER	4'	
1440 WEBSTER AVE.	3/4" COPPER	4'	
1448 WEBSTER AVE.	3/4" COPPER	4'	

## UTILITY NOTE

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## LEGEND

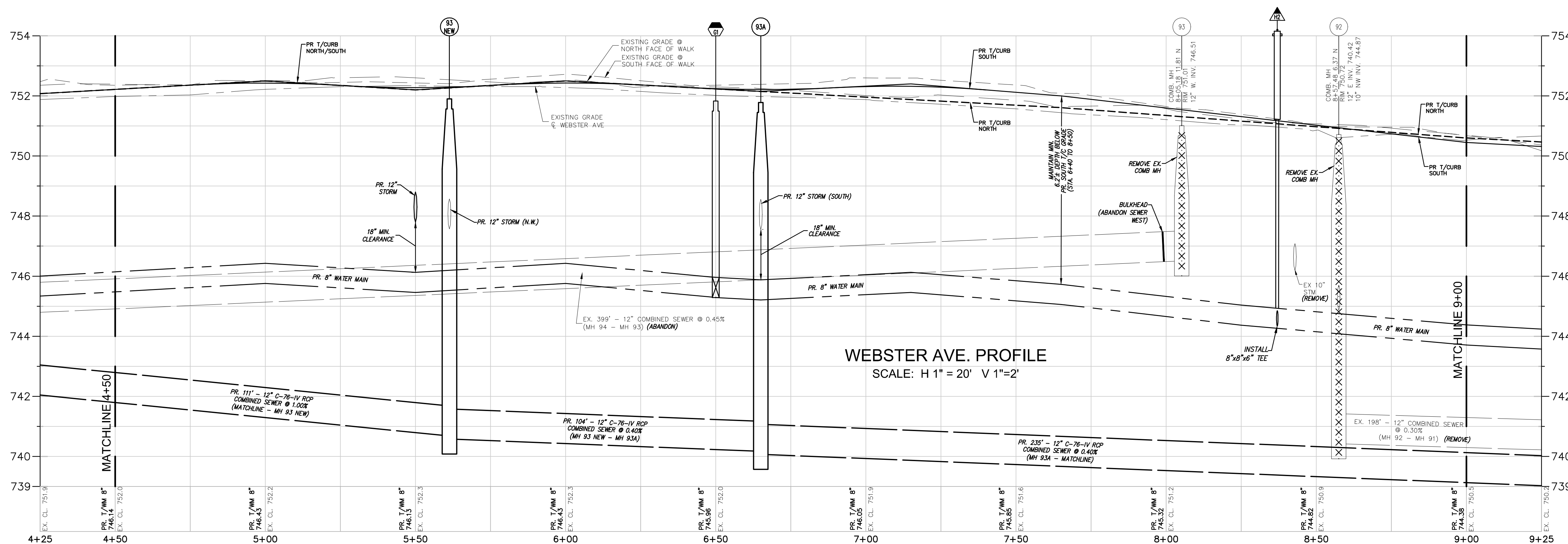
- CLEAN-OUT  
MANHOLE  
EXISTING SAN/COMB SEWER  
EXISTING WATER MAIN  
EXISTING STORM SEWER  
EXISTING BURIED CABLES  
EXISTING GAS MAIN  
OVERHEAD LINES  
EX. SOIL BORING  
PUBLIC PHONE  
WELL  
PUMP  
SIGN  
POST/BOLLARD  
PARKING METER  
MAIL BOX  
ROCK/BOULDER  
SPRINKLER VALVE BOX  
FOUND PROPERTY MARKER  
GROUND ELEVATION
- EX. PAVERS  
PR. 8" CONC. PAVT. W/ INT. CURB  
PR. 6" CONC. SIDEWALK OR DRIVE APPROACH  
PR. 4" CONC. SIDEWALK  
PR. FULL-DEPTH ASPH. REPAIR  
PR. ASPH. BUTT JOINT

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## WEBSTER AVE. PROFILE

SCALE: H 1" = 20' V 1" = 2'





## SEWER STRUCTURE SCHEDULE

91	REMOVE 10+55.24 7.49 N COMB. MH 65 RIM 750.08 12" W. INV. 739.83 12" E. INV. 739.83 12" NW INV. 744.88
91	INSTALL PR STA 11+06.34, 6.50' N 4" DIA. COMB. MH PR RIM 749.65 PR 15" W INV 738.10 PR 15" E INV 738.00 PR 12" NE INV 743.32
91a	REMOVE & REPLACE 10+46.98 13.02' N CB 65 RIM 749.61 W/ 4" DIA. CB W/ 2" SUMP PR STA 11+17.00, 12.21' N PR RIM 749.50 12" SE INV. 745.13 8" SE INV. 745.23 PR 12" S INV 744.50 PR 12" SE INV 744.30 (TRAP)
91b	REMOVE & REPLACE 10+43.74 11.57' S CB 65 RIM 749.38 W/ 2" DIA. INLET PR STA 12+72.00, 12.21' S PR RIM 748.55 12" SW INV. 744.52 12" S INV. 744.62 PR 12" S INV 744.50 PR 12" SW INV 744.50 (TRAP)
92	INSTALL PR STA 9+66.34, 6.50' N PR STA 11+17.00, 12.21' S PR RIM 749.50 12" W INV 738.86 PR 15" E INV 738.66 PR 12" NE INV 745.46
92a	INSTALL PR STA 9+73.50, 12.21' N 4" DIA. CB W/ 2" SUMP PR RIM 749.75 PR 12" S INV 745.55 PR 12" SW INV 745.55 (TRAP)
92b	INSTALL PR STA 9+73.50, 12.21' S PR RIM 748.60 PR 12" S INV 745.75
95	TAP, CONNECT, ADJUST & BULKHEAD 13+06.34 6.60 N COMB. MH 65 RIM 749.39 PR RIM 749.20 12" W. INV. 738.89 (REMOVE & BULKHEAD) 30" E INV. 735.79 (MAINTAIN) 12" W INV. 743.59 (REMOVE) 12" NE INV. 743.79 (REMOVE) 21" N INV. 735.79 (MAINTAIN) 18" S INV. 736.19 (MAINTAIN) PR 15" W INV 736.80 (TAP) PR 12" NE INV 743.59 (CONNECT) PR 12" NE INV 743.79 (CONNECT)
95a	REMOVE & REPLACE 12+74.26 14.32' N CB 65 RIM 748.73 W/ 4" DIA. CB W/ 2" SUMP PR STA 12+72.00, 12.21' N PR RIM 748.55 12" SE INV. 745.13 8" SE INV. 745.23 PR 12" S INV 744.50 PR 12" SE INV 744.30 (TRAP)
95b	REMOVE & REPLACE 12+75.39 13.38' S CB 65 RIM 748.91 W/ 2" DIA. INLET PR STA 12+72.00, 12.21' S PR RIM 748.55 12" SW INV. 744.52 12" S INV. 744.62 PR 12" S INV 744.50 PR 12" SW INV 744.50 (TRAP)
95c	REMOVE & REPLACE 13+27.51 18.16' N CB 65 RIM 748.72 W/ 4" DIA. CB W/ 2" SUMP PR STA 13+40.00, 12.21' N PR RIM 748.55 12" SW INV. 744.52 12" S INV. 744.62 PR 12" S INV 744.50 PR 12" SW INV 744.50 (TRAP)
95d	REMOVE & REPLACE 13+29.41 18.21' S CB 65 RIM 748.41 W/ 2" DIA. INLET PR STA 13+40.00, 12.21' S PR RIM 748.55 12" N INV. 744.91 PR 12" N INV 744.70

## WATER MAIN SCHEDULE

92	INSTALL STA 12+75.95, 8.00' S 8" GATE VALVE & BOX PR RIM 748.72 PR 1" PIPE 742.98
92b	INSTALL STA 13+35.98, 8.00' S 8" GATE VALVE & BOX PR RIM 748.72 PR 1" PIPE 742.87
95	SEE SHEET C7
95a	SEE SHEET C7
95b	SEE SHEET C7

ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)
1461 WEBSTER AVE.	UNKNOWN	18 ± (FIELD VERIFY)
1462 WEBSTER AVE.	UNKNOWN	32 ± (FIELD VERIFY)
1476 WEBSTER AVE.	6" C.C. SAN	18 ±
1478 WEBSTER AVE.	UNKNOWN	32 ± (FIELD VERIFY)
1489 WEBSTER AVE.	UNKNOWN	18 ± (FIELD VERIFY)
1494 WEBSTER AVE.	6" CROCK SAN	32 ±
1515 WEBSTER AVE.	4" CROCK SAN	18 ±
1530 WEBSTER AVE.	UNKNOWN	32 ± (FIELD VERIFY)
1544 WEBSTER AVE.	UNKNOWN	32 ± (FIELD VERIFY)
1545 WEBSTER AVE.	UNKNOWN	18 ± (FIELD VERIFY)
1548 WEBSTER AVE.	6" PVC SAN	0' ±
1563 WEBSTER AVE.	UNKNOWN	18 ± (FIELD VERIFY)
1572 WEBSTER AVE.	6" S-SOL SAN	12' ±
1591 WEBSTER AVE.	4" CROCK SAN	18 ±

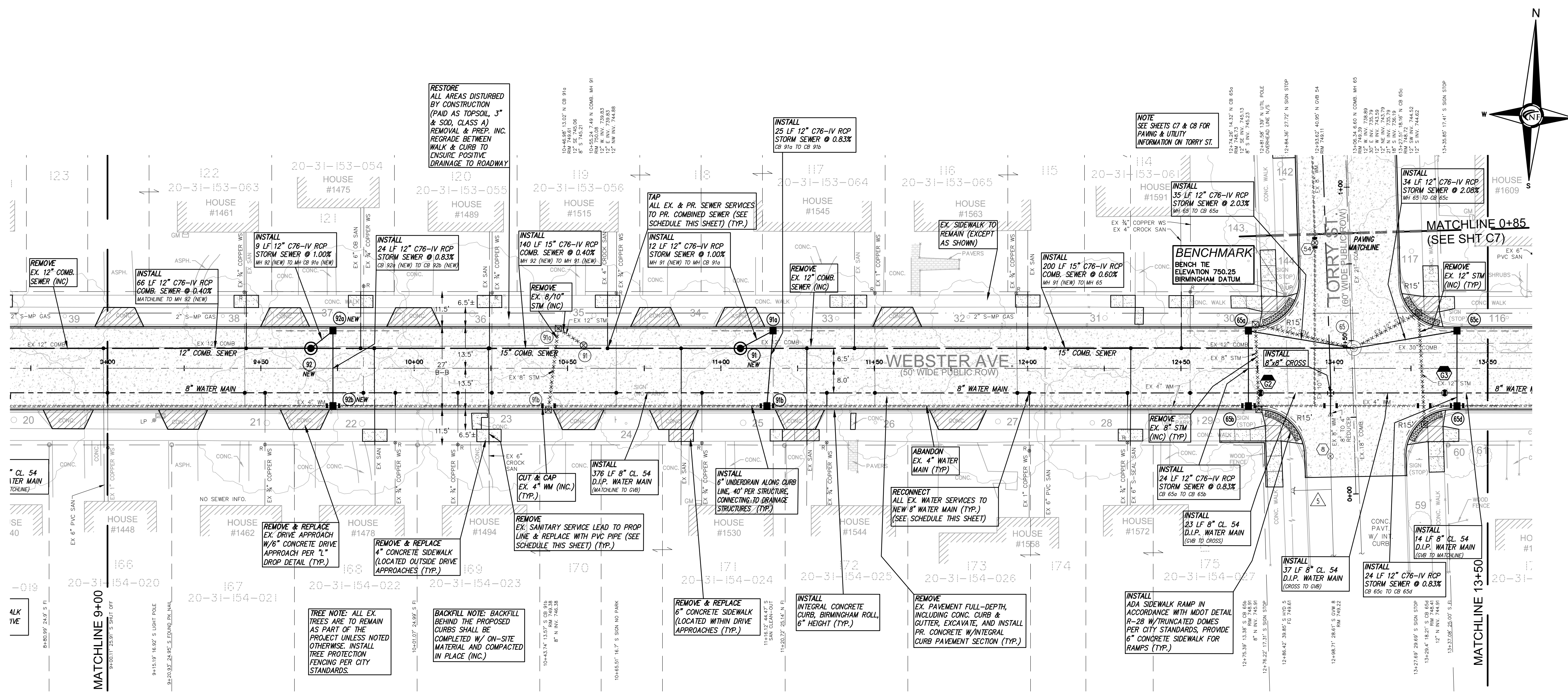
ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)
1448 WEBSTER AVE.	3/4" COPPER	4' ±
1461 WEBSTER AVE.	3/4" COPPER	0' ±
1462 WEBSTER AVE.	3/4" COPPER	0' ±
1476 WEBSTER AVE.	3/4" COPPER	0' ±
1478 WEBSTER AVE.	3/4" COPPER	0' ±
1489 WEBSTER AVE.	3/4" COPPER	0' ±
1494 WEBSTER AVE.	3/4" COPPER	0' ±
1515 WEBSTER AVE.	3/4" COPPER	0' ±
1530 WEBSTER AVE.	3/4" COPPER	0' ±
1544 WEBSTER AVE.	3/4" COPPER	0' ±
1545 WEBSTER AVE.	3/4" COPPER	0' ±
1548 WEBSTER AVE.	3/4" COPPER	0' ±
1563 WEBSTER AVE.	3/4" COPPER	0' ±
1572 WEBSTER AVE.	3/4" COPPER	0' ±
1591 WEBSTER AVE.	3/4" COPPER	0' ±

## UTILITY NOTE

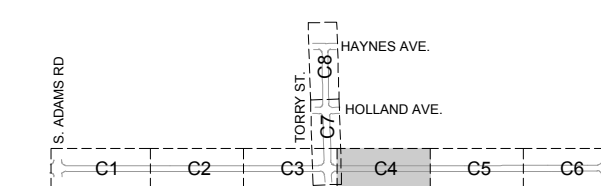
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## LEGEND

CLEAN-OUT	MANHOLE	EXISTING SAN/COMB SEWER
OVER	END SECTION	EXISTING WATER MAIN
HYDRANT	EXISTING STORM SEWER	
EXISTING BURIED CABLES		
EXISTING GAS MAIN		
OVERHEAD LINES		
EX. PAVERS		
PR. 8" CONC. PAVT. W/ INT. CURB		
PR. 6" CONC. SIDEWALK OR DRIVE APPROACH		
PR. 4" CONC. SIDEWALK		
PR. FULL-DEPTH ASPH. REPAIR		
ASPH. BUTT JOINT		
RECORD CURB STOP LOCATION (APPROX.)		
LANDSCAPE BED		
EX. SOIL BORING		
PUBLIC PHONE		
WELL		
PUMP SIGN		
POST/BOLLARD		
PARKING METER		
MAIL BOX		
ROCK/BOULDER		
SPRINKLER VALVE BOX		
FOUND PROPERTY MARKER		
GROUND ELEVATION		







Key Map

CLIENT

**City of Birmingham**  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Center Section  
31, Town 2 North, Range 11  
East, City of Birmingham,  
Oakland County, Michigan

SHEET

Paving & Utility Plan  
Webster Avenue  
Sta. 13+50 to 18+00



Know what's below  
Call before you dig.

REVISIONS

02-03-16 City Review  
02-29-16 Issued for Bids

DRAWN BY:  
R. Peery

DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
B. Buchholz

DATE:  
12-28-15

SCALE: 1" = 20'

NFE JOB NO.

SHEET NO.

1908

C4

SEWER STRUCTURE SCHEDULE

- 64 TAP, ADJUST & BULKHEAD  
17+06.07' 6.94' N  
COMB. MH 64  
RIM 744.67  
PR RIM 744.40  
30" W. INV. 734.27 (MAINTAIN)  
30" E. INV. 734.27 (MAINTAIN)  
12" NE INV. 738.67 (REMOVE & BULKHEAD)  
PR 12" NE INV. 739.95 (TAP)
- 64b REMOVE & REPLACE  
17+09.97' 13.29' N  
CB 64b  
RIM 744.09  
W/ 4" DIA. CB W/ 2' SUMP  
PR STA 17+12.00, 12.21' N  
PR RIM 744.25  
12" SW INV. 738.09  
PR 12" S INV. 739.69  
PR 12" SW INV. 740.03 (TRAP)
- 64c REMOVE & REPLACE  
17+09.96' 13.36' S  
CB 64b  
RIM 744.27  
W/ 12" DIA. INLET  
PR STA 17+23.00, 12.21' S  
PR RIM 744.10  
12" N INV. 741.27  
PR 12" N INV. 740.25

WATER MAIN SCHEDULE

- INSTALL  
STA 17+75.00' 17.50' S  
HYDRANT & ASSEMBLY  
PR. FG 745.10  
PR. 1" PIPE 739.60

SEWER SERVICE SCHEDULE - LENGTH OF PVC PIPE NEEDED			
ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)	
1609 WEBSTER AVE.	6" PVC SAN	0	
1610 WEBSTER AVE.	6" PVC SAN	0	
1618 WEBSTER AVE.	6" PVC SAN	0	
1619 WEBSTER AVE.	6" PVC SAN	0	
1629 WEBSTER AVE.	6" PVC SAN	0	
1632 WEBSTER AVE.	6" S-SEAL SAN	30	
1641 WEBSTER AVE.	6" S-SEAL SAN	30	
1646 WEBSTER AVE.	6" S-SEAL SAN	30	
1651 WEBSTER AVE.	6" PVC SAN	0	
1658 WEBSTER AVE.	6" C.I. SAN	30	
1669 WEBSTER AVE.	6" C.I. SAN	30	
1674 WEBSTER AVE.	6" S-SEAL SAN	30	
1687 WEBSTER AVE.	6" C.I. SAN	17	
1690 WEBSTER AVE.	6" C.I. SAN	30	
1701 WEBSTER AVE.	6" PVC SAN	30	
1710 WEBSTER AVE.	6" C.I. SAN	30	
1734 WEBSTER AVE.	6" C.I. SAN	30	
1737 WEBSTER AVE.	6" PVC SAN	0	
1748 WEBSTER AVE.	6" C.I. SAN	30	

WATER SERVICE SCHEDULE - LENGTH OF WATER SERVICE NEEDED - DOES NOT INCLUDE PRIVATE PAY ITEMS			
ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)	
1609 WEBSTER AVE.	1" COPPER	0	
1610 WEBSTER AVE.	1" COPPER	4	
1618 WEBSTER AVE.	1" COPPER	0	
1619 WEBSTER AVE.	1" COPPER	0	
1629 WEBSTER AVE.	1" COPPER	0	
1641 WEBSTER AVE.	1/2" COPPER	4	
1646 WEBSTER AVE.	3/4" LEAD	17	
1651 WEBSTER AVE.	1" COPPER	0	
1658 WEBSTER AVE.	1/2" COPPER	4	
1669 WEBSTER AVE.	3/4" COPPER	0	
1674 WEBSTER AVE.	1/2" LEAD	0	
1687 WEBSTER AVE.	1/2" COPPER	0	
1690 WEBSTER AVE.	1/2" COPPER	0	
1701 WEBSTER AVE.	1/2" COPPER	4	
1710 WEBSTER AVE.	1/2" COPPER	4	
1734 WEBSTER AVE.	1" COPPER	0	
1737 WEBSTER AVE.	1" COPPER	0	
1748 WEBSTER AVE.	3/4" COPPER	4	

UTILITY NOTE

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LEGEND

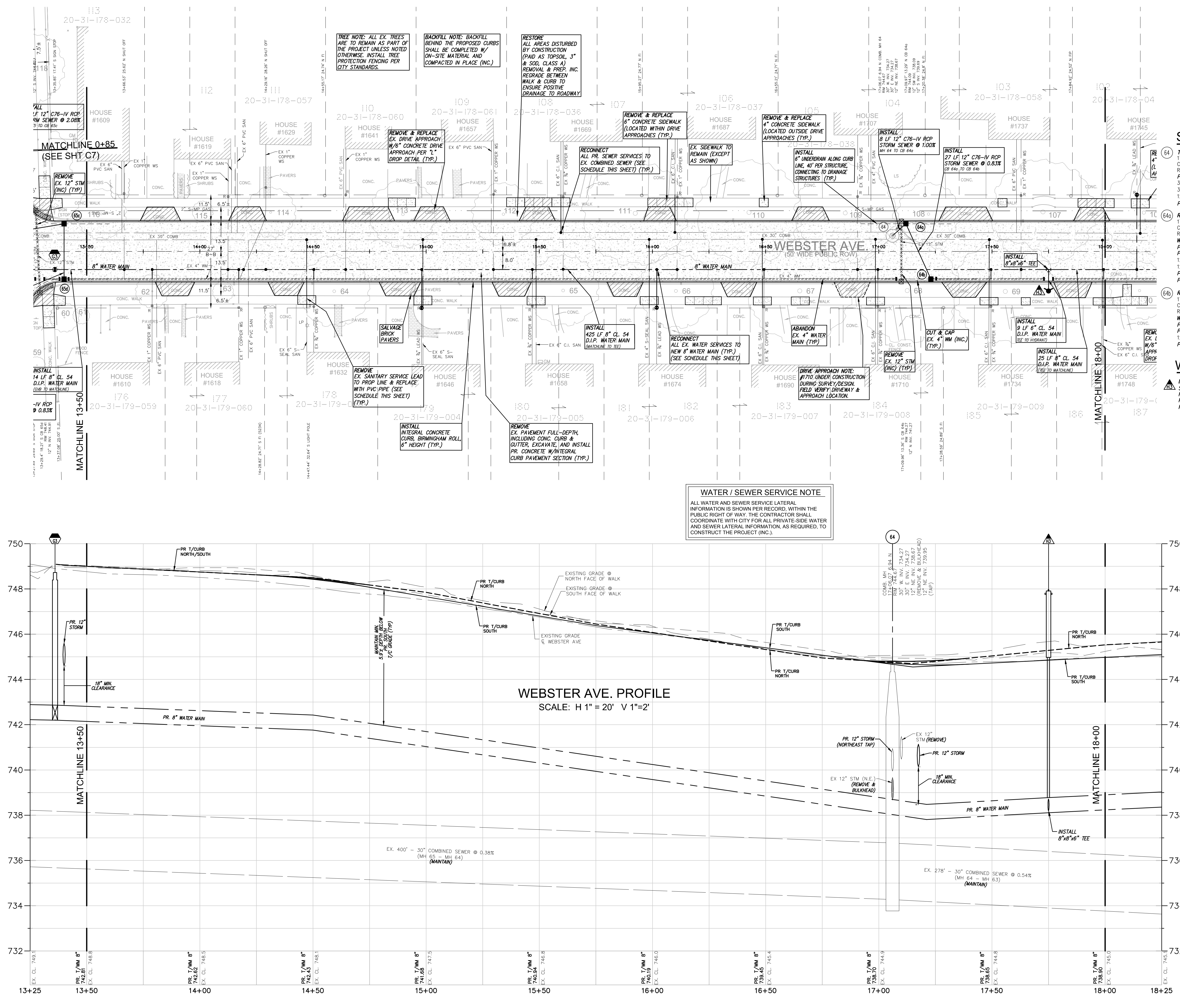
CLEAN-OUT	MANHOLE	EXISTING SAN/COMB SEWER
OVER	END SECTION	EXISTING WATER MAIN
HYDRANT	EXISTING STORM SEWER	
EXISTING BURIED CABLES		
EXISTING GAS MAIN		
OVERHEAD LINES		
EX. SOIL BORING	EX. PAVERS	
PUBLIC PHONE	PR. 8" CONC. PAVT. W/ INT. CURB	
WELL	PR. 6" CONC. SIDEWALK OR DRIVE APPROACH	
POST/BOLLARD	PR. 4" CONC. SIDEWALK	
PUMP	PR. FULL-DEPTH ASPH. REPAIR	
SPRINKLER VALVE BOX	PR. ASPH. BUTT JOINT	
SPRINKLER HEAD		
FOUND PROPERTY MARKER		
GROUND ELEVATION		

WATER / SEWER SERVICE NOTE

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WEBSTER AVE. PROFILE

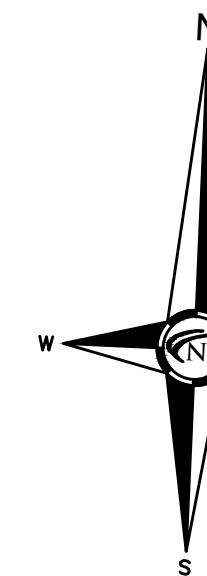
SCALE: H 1" = 20' V 1" = 2'





## SEWER STRUCTURE SCHEDULE

- 63 TAP, ADJUST, & BULKHEAD  
19+84.38 S 71° N  
COMB. MH 63  
RIM 745.87  
PR RIM 745.65  
30" W. INV. 732.77 (MAINTAIN)  
30" E. INV. 732.77 (MAINTAIN)  
12" NW INV. 740.02 (REMOVE & BULKHEAD)  
PR 12" NE INV. 741.00 (TAP)
- 63a INSTALL  
PR STA 22+05.00, 12.21' N  
4" DIA. CB W/ 2" SUMP  
PR RIM 745.77  
PR 12" S INV 741.73 (TRAP)  
PR 12" W INV 741.00 (TAP)
- 63b REMOVE & REPLACE  
19+77.02 13.16' N  
CB 63a  
RIM 745.65  
W/ 4" DIA. CB W/ 2" SUMP  
PR STA 20+12.00, 12.21' N  
PR RIM 745.49  
12" SE INV. 740.45  
12" S INV. 741.15  
PR 12" S INV 741.45  
PR 12" SW INV 741.45 (TRAP)
- 63c REMOVE  
19+73.11 13.33'  
CB 63b  
RIM 745.24  
12" W INV. 742.04  
6" SE INV. 743.24 (PVC)
- 63d CONSTRUCT 5' DIA. MH  
OVER EX. COMB. SEWER  
PR STA 21+68.00, 6.32' N  
5' DIA. COMB. MH  
PR RIM 746.05  
EX. 30" E INV. 731.85±  
PR 12" W INV 741.00  
PR 12" E INV 741.00
- 63e INSTALL  
PR STA 21+15.00, 12.21' N  
4" DIA. CB W/ 2" SUMP  
PR RIM 745.69  
PR 12" S INV 741.64  
PR 12" E INV 741.64 (TRAP)
- 63f INSTALL  
PR STA 21+12.00, 12.21' S  
2" DIA. INLET  
PR RIM 745.69  
PR 12" N INV 741.85



## WATER MAIN SCHEDULE

- 64a INSTALL  
STA 20+25.00, 8.00' S  
6" CAST IRON VALVE & BOX  
PR RIM 745.70  
PR 1" PIPE 740.03
- 64b REMOVE  
19+73.11 13.33'  
HYD 23  
FG 746.24
- 64c REMOVE EX. BOX & ABANDON VALVE-INC.  
19+54.91 12.08' S  
GVB 55  
RIM 745.34

SEWER SERVICE SCHEDULE - LENGTH OF PVC PIPE NEEDED	ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)
1745 WEBSTER AVE.	6" CROCK SAN	17	
1758 WEBSTER AVE.	6" CROCK SAN	17	
1762 WEBSTER AVE.	6" CROCK SAN	0	
1777 WEBSTER AVE.	6" CROCK SAN	17	
1782 WEBSTER AVE.	6" CROCK SAN	17	
1785 WEBSTER AVE.	6" CROCK SAN	17	
1788 WEBSTER AVE.	6" CROCK SAN	17	
1801 WEBSTER AVE.	6" CROCK SAN	17	
1804 WEBSTER AVE.	6" CROCK SAN	17	
1806 WEBSTER AVE.	6" CROCK SAN	17	
1807 WEBSTER AVE.	6" CROCK SAN	17	
1808 WEBSTER AVE.	6" CROCK SAN	17	
1809 WEBSTER AVE.	6" CROCK SAN	17	
1810 WEBSTER AVE.	6" CROCK SAN	17	
1811 WEBSTER AVE.	6" CROCK SAN	17	
1812 WEBSTER AVE.	6" CROCK SAN	17	
1813 WEBSTER AVE.	6" CROCK SAN	17	
1814 WEBSTER AVE.	6" CROCK SAN	17	
1815 WEBSTER AVE.	6" CROCK SAN	17	
1816 WEBSTER AVE.	6" CROCK SAN	17	
1817 WEBSTER AVE.	6" CROCK SAN	17	
1818 WEBSTER AVE.	6" CROCK SAN	17	
1819 WEBSTER AVE.	6" CROCK SAN	17	

WATER SERVICE SCHEDULE - LENGTH OF WATER SERVICE NEEDED - DOES NOT INCLUDE PRIVATE PAY ITEMS	ADDRESS OR DESCRIPTION	TYPE OF EXISTING SERVICE	LENGTH NEEDED (FT)
1745 WEBSTER AVE.	3/4" LEAD	33	
1758 WEBSTER AVE.	3/4" COPPER	0	
1762 WEBSTER AVE.	1" COPPER	0	
1777 WEBSTER AVE.	3/4" COPPER	0	
1782 WEBSTER AVE.	1" COPPER	0	
1785 WEBSTER AVE.	1" COPPER	0	
1788 WEBSTER AVE.	3/4" LEAD	33	
1801 WEBSTER AVE.	3/4" LEAD	33	
1804 WEBSTER AVE.	3/4" LEAD	33	
1806 WEBSTER AVE.	3/4" LEAD	33	
1807 WEBSTER AVE.	3/4" LEAD	33	
1808 WEBSTER AVE.	3/4" LEAD	33	
1809 WEBSTER AVE.	3/4" LEAD	33	
1810 WEBSTER AVE.	3/4" LEAD	33	
1811 WEBSTER AVE.	3/4" LEAD	33	
1812 WEBSTER AVE.	3/4" LEAD	33	
1813 WEBSTER AVE.	3/4" LEAD	33	
1814 WEBSTER AVE.	3/4" LEAD	33	
1815 WEBSTER AVE.	3/4" LEAD	33	
1816 WEBSTER AVE.	3/4" LEAD	33	
1817 WEBSTER AVE.	3/4" LEAD	33	
1818 WEBSTER AVE.	3/4" LEAD	33	
1819 WEBSTER AVE.	3/4" LEAD	33	

## UTILITY NOTE

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LEGEND	EXISTING SAN/COMB SEWER
CLEAN-OUT	EXISTING WATER MAIN
MANHOLE	EXISTING STORM SEWER
END SECTION	EXISTING BURIED CABLES
END SECTION	EXISTING GAS MAIN
END SECTION	OVERHEAD LINES
END SECTION	EX. SOIL BORING
END SECTION	EX. LANDSCAPE BED
END SECTION	EX. PUBLIC PHONE
END SECTION	EX. WELL
END SECTION	EX. PUMP SIGN
END SECTION	EX. POST/BOLLARD
END SECTION	EX. PARKING METER
END SECTION	EX. MAIL BOX
END SECTION	EX. ROCK/BOULDER
END SECTION	EX. SPRINKLER VALVE BOX
END SECTION	EX. FOUND PROPERTY MARKER
END SECTION	EX. GROUND ELEVATION



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

PROJECT  
Webster Avenue  
Paving Project  
Contract #4-16(P)

## Key Map

CLIENT  
 City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Center Section  
31, Town 2 North, Range 11  
East, City of Birmingham,  
Oakland County, Michigan

SHEET  
Paving & Utility Plan  
Webster Avenue  
Sta. 18+00 to 22+50



REVISIONS  
02-03-16 City Review  
02-29-16 Issued for Bids

DRAWN BY:  
R. Peery

DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
B. Buchholz

DATE:  
12-28-15

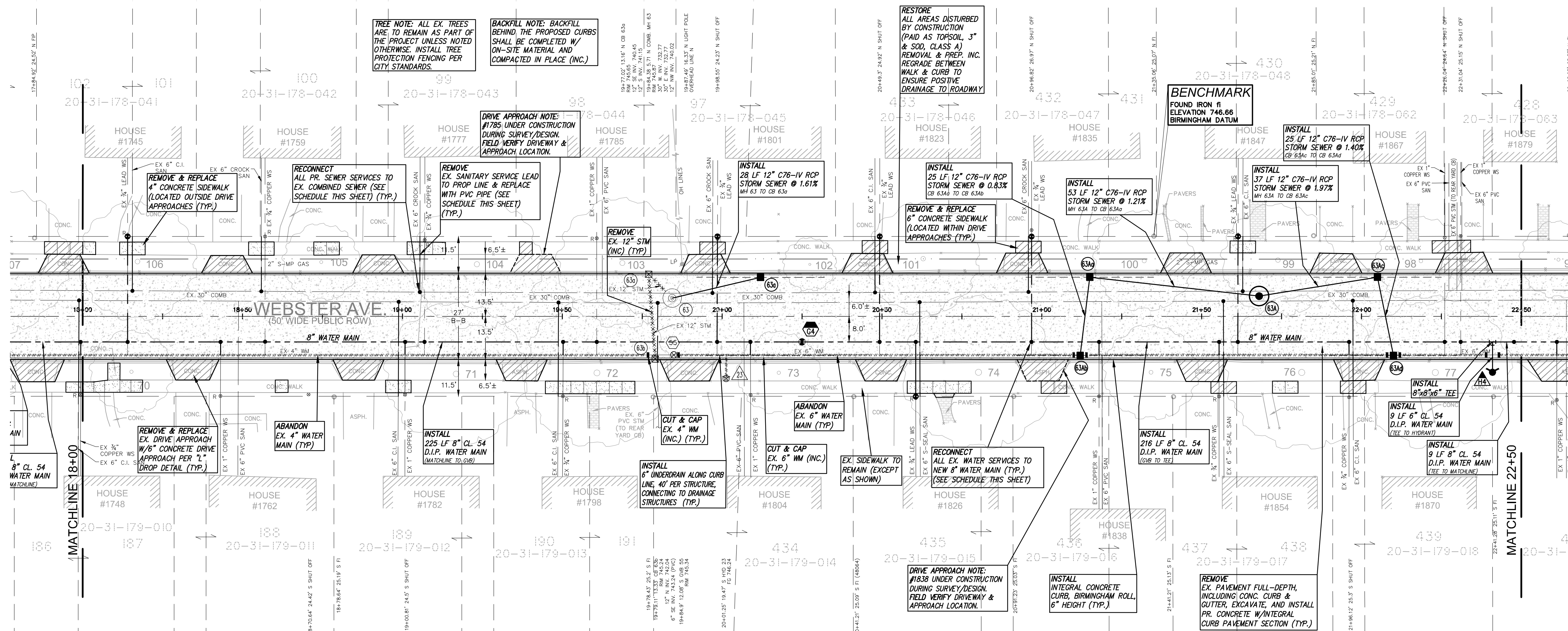
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NFE JOB NO.

SHEET NO.

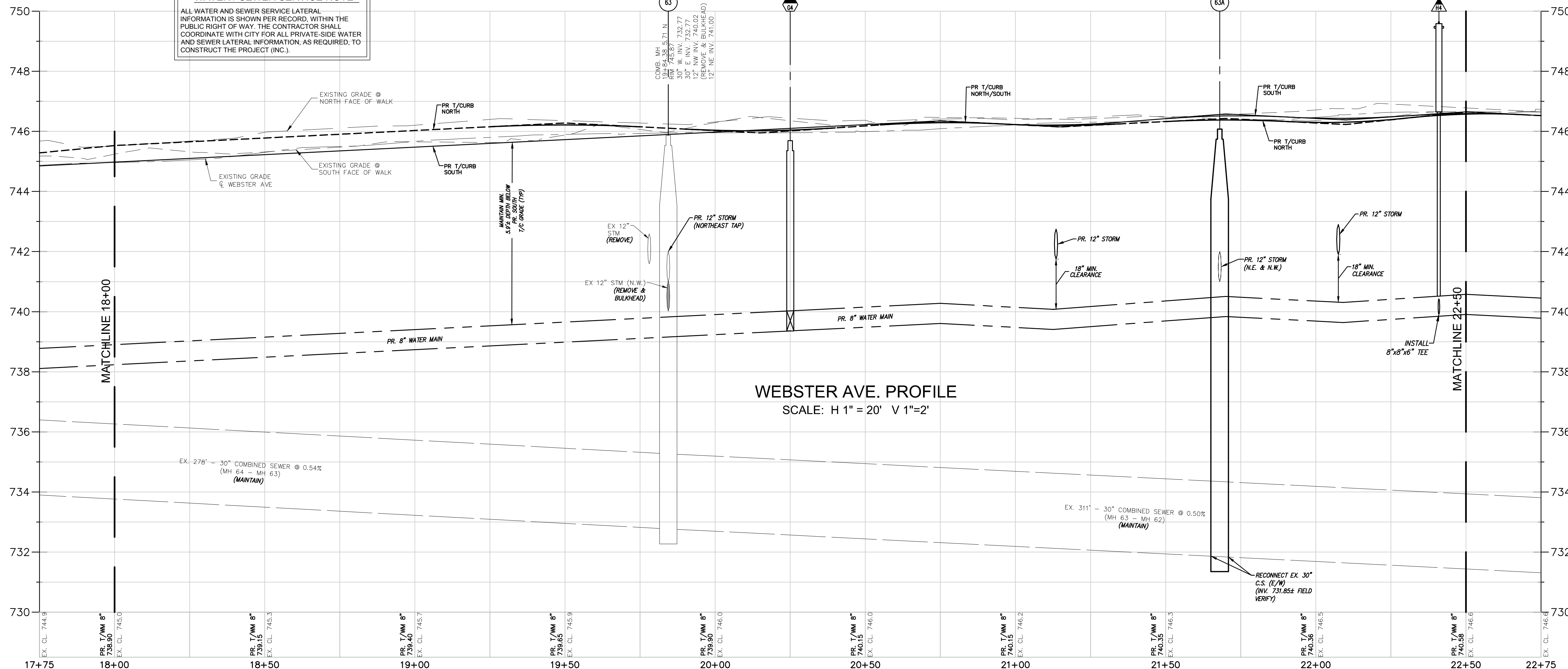
1908

C5

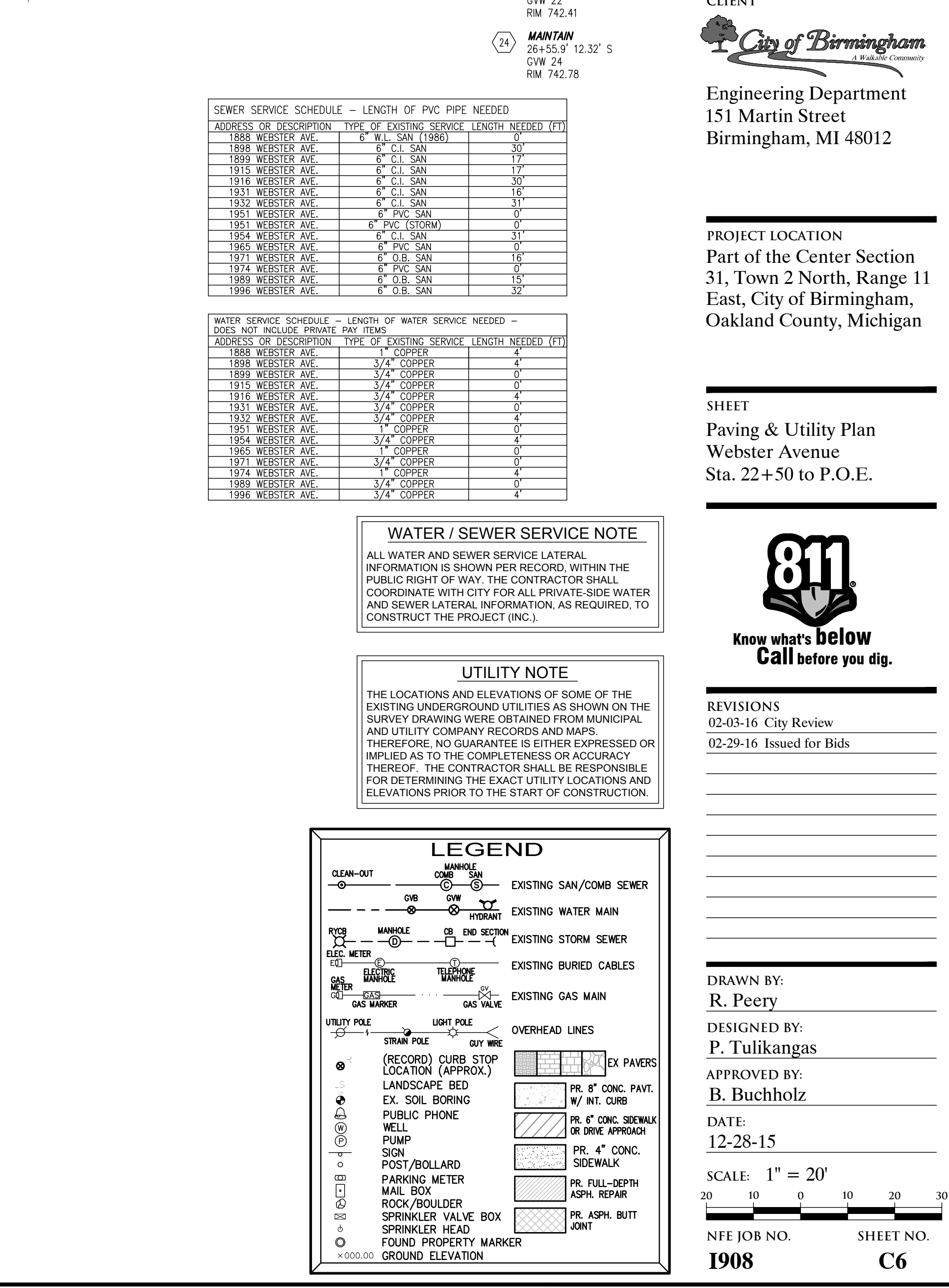
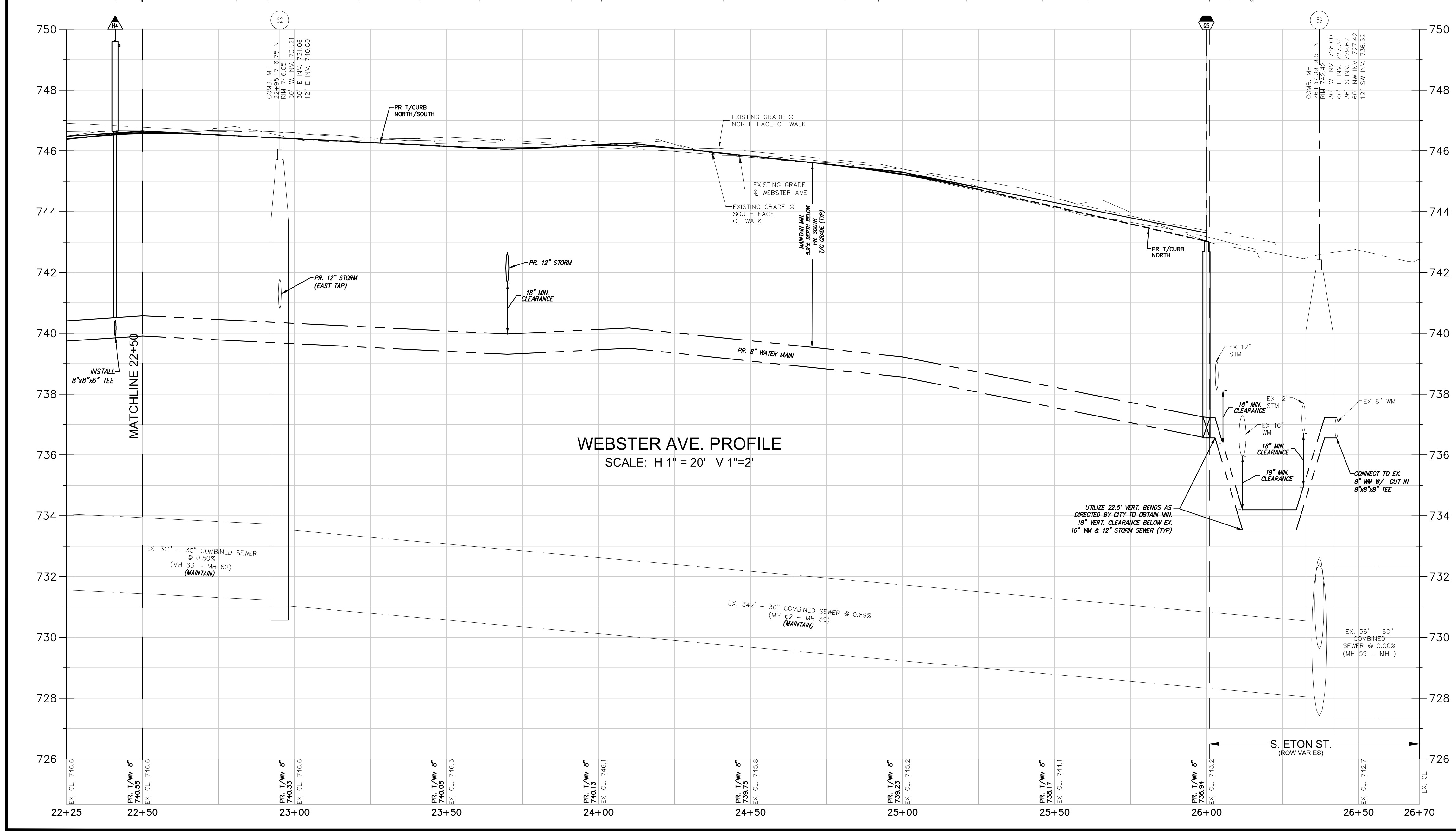
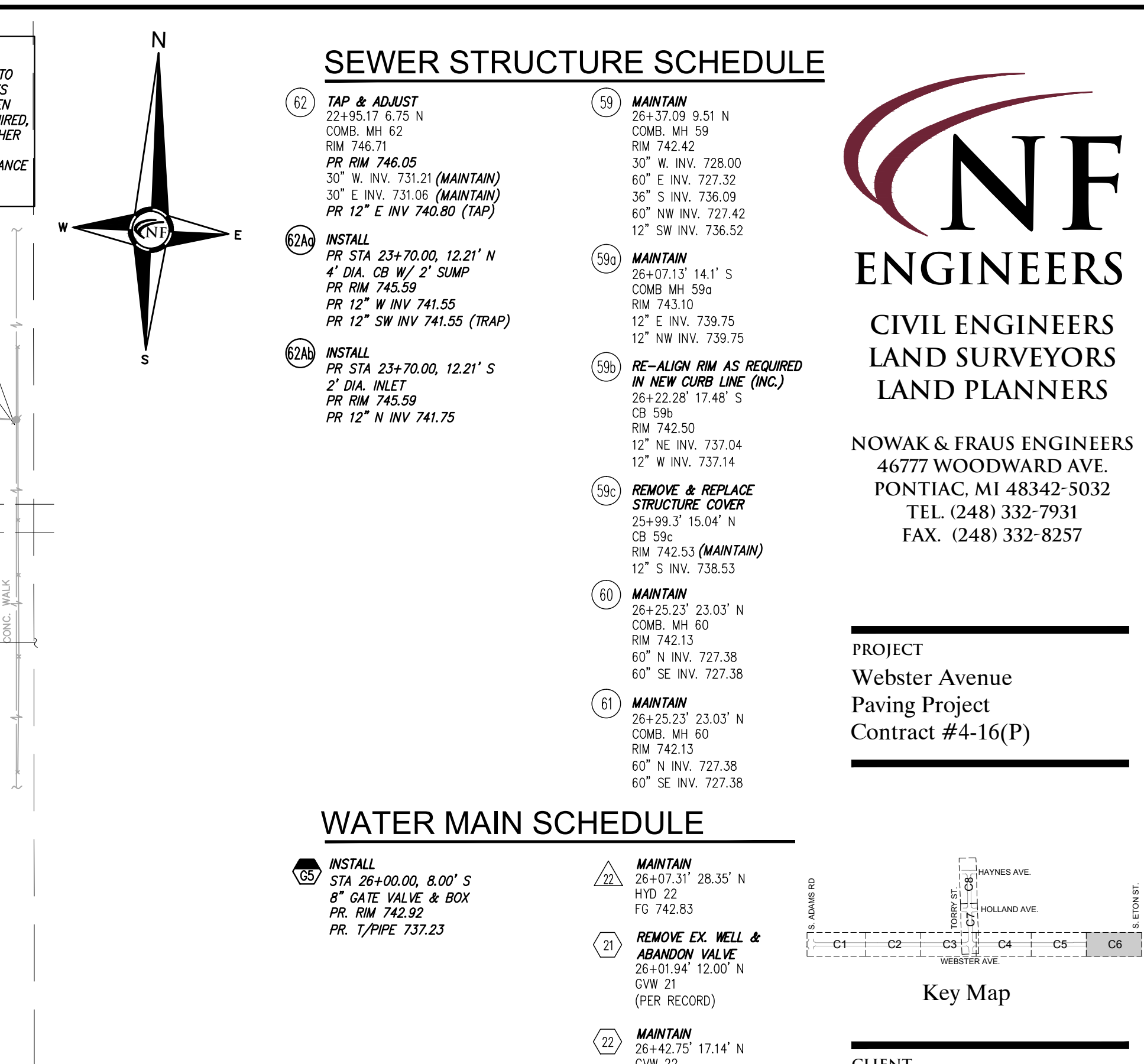
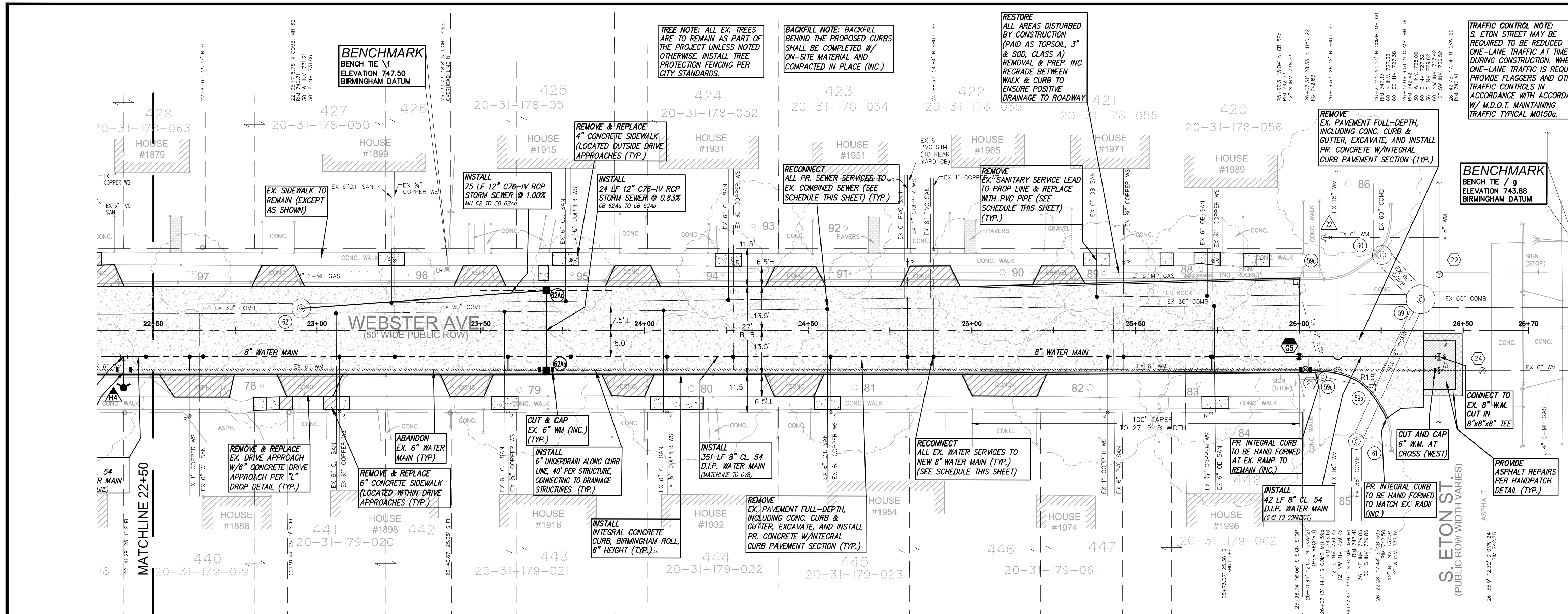


## WATER / SEWER SERVICE NOTE

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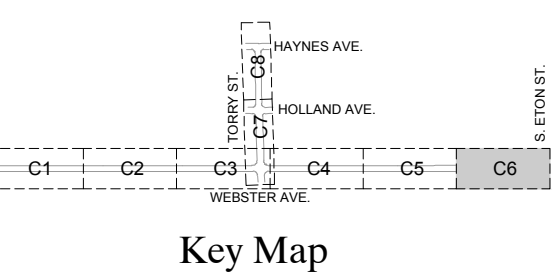






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PROJECT  
Webster Avenue  
Paving Project  
Contract #4-16(P)



CLIENT  
**City of Birmingham**  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

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Oakland County, Michigan

SHEET  
Paving & Utility Plan  
Webster Avenue  
Sta. 22+50 to P.O.E.



REVISIONS  
02-03-16 City Review  
02-29-16 Issued for Bids

DRAWN BY:  
R. Peery  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
12-28-15  
SCALE: 1" = 20'  
NFE JOB NO. SHEET NO.  
1908 C6

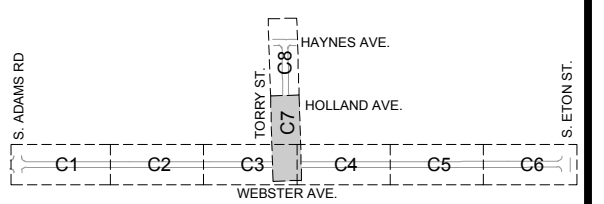




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PROJECT  
Webster Avenue  
Paving Project  
Contract #4-16(P)



Key Map

CLIENT



Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION

Part of the Center Section  
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East, City of Birmingham,  
Oakland County, Michigan

SHEET

Paving & Utility Plan  
Torry Street  
Sta. P.O.B. to 3+75



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12-28-15

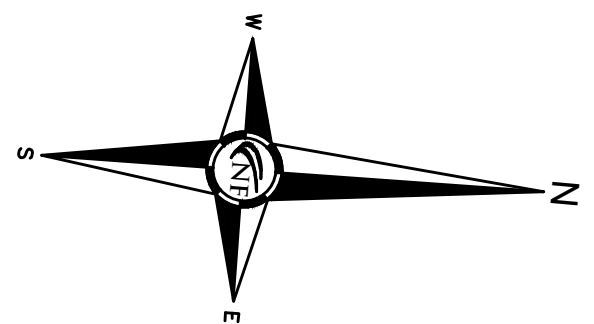
SCALE: 1" = 20'

NFE JOB NO.

1908

SHEET NO.

C7



## SEWER STRUCTURE SCHEDULE

65	SEE SHEET C3
650	SEE SHEET C3
65b	SEE SHEET C3
65c	SEE SHEET C3
65d	SEE SHEET C3
58	MAINTAIN 3+30.51 0.68' W COMB. MH 58 RIM 752.09 21" S. INV. 737.79 15" E. INV. 737.89 18" W. INV. 738.99
58a	TAP 3+46.13 14.68' E CB 58a RIM 751.85 12" SW INV. 747.57 (REPAIR OR INSTALL TRAP AS REQ'D-INC.) PR 12" N INV 747.70 (TAP)
86	MAINTAIN 3+29.16 44.35' W COMB. MH 86 RIM 751.88 18" E. INV. 739.43 15" W. INV. 739.53
86c	MAINTAIN 3+36.05 52.01' W CB 86c RIM 751.62 12" SE INV. 746.62 12" S. INV. 746.62
86d	MAINTAIN 3+08.79 53.42' E CB 86d RIM 751.53 12" N INV. 747.93

## WATER MAIN SCHEDULE

58	INSTALL STA 2+86.07, 8.50' W 8" GATE VALVE & BOX PR. RIM 751.80 PR. T/PIPE 746.10
57	INSTALL STA 3+46.14, 10.00' W 8" GATE VALVE & BOX PR. RIM 752.03 PR. T/PIPE 746.52
62	SEE SHEET C3
63	SEE SHEET C3
5	MAINTAIN 0+01.67 20.58' W HYD 5 FG 749.61
8	ADJUST 0+12.54 7.96' W GWN 8 RIM 749.22 PR. RIM 749.08
54	REMOVE EX. BOX & ABANDON VALVE-INC. 0+82.22 10.07' W GWN 54 RIM 749.11
50	REMOVE EX. BOX & ABANDON VALVE-INC. 3+06.2 15.00' W GWN 50 RIM 751.71
50a	MAINTAIN 3+11.66 21.88' E GWN 50a RIM 751.94
51	REMOVE EX. BOX & ABANDON VALVE-INC. 3+46.86 16.9' W GWN 51 RIM 752.48
51a	MAINTAIN 3+03.9 45.23' W HYD 51 FG 752.00

### WATER / SEWER SERVICE NOTE

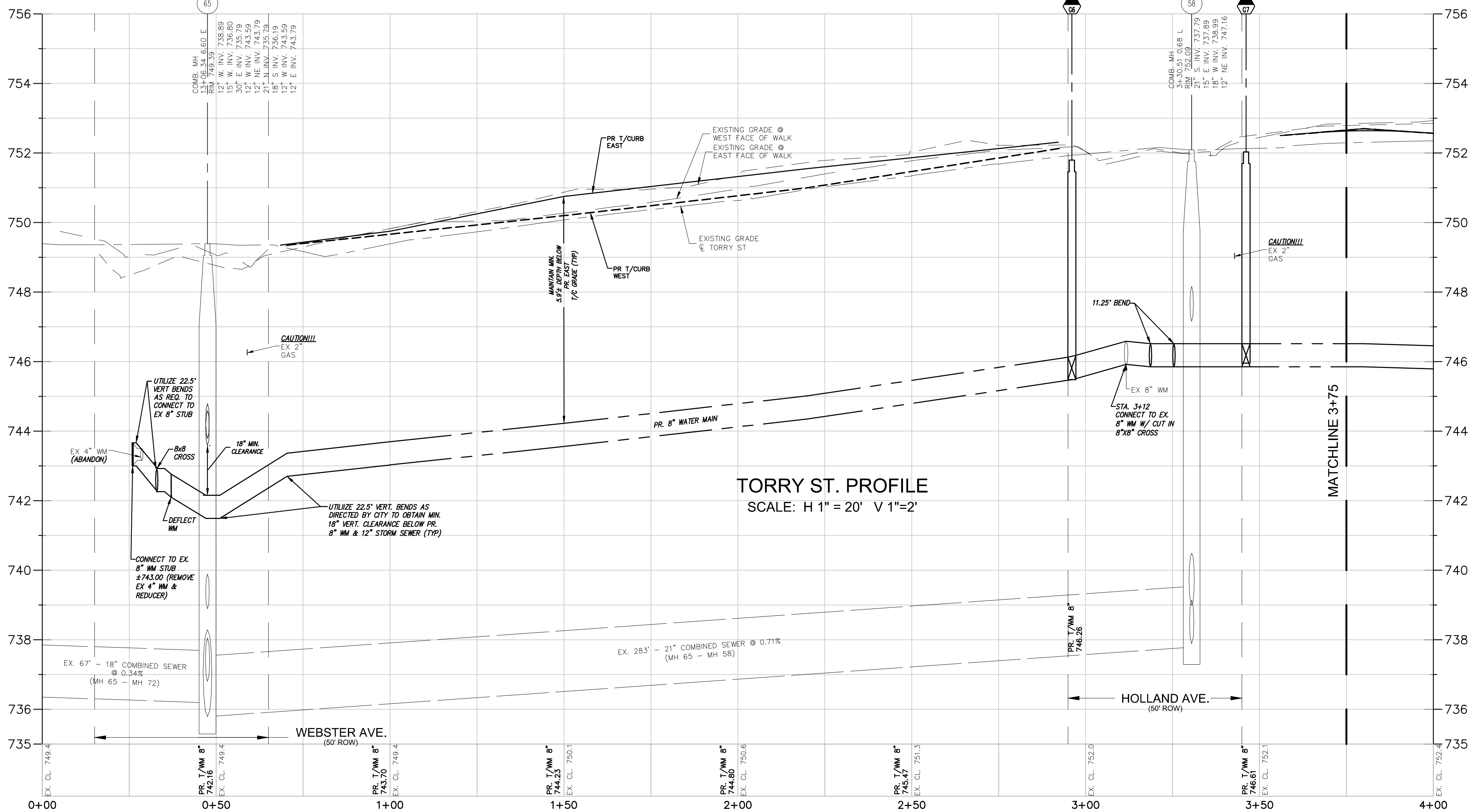
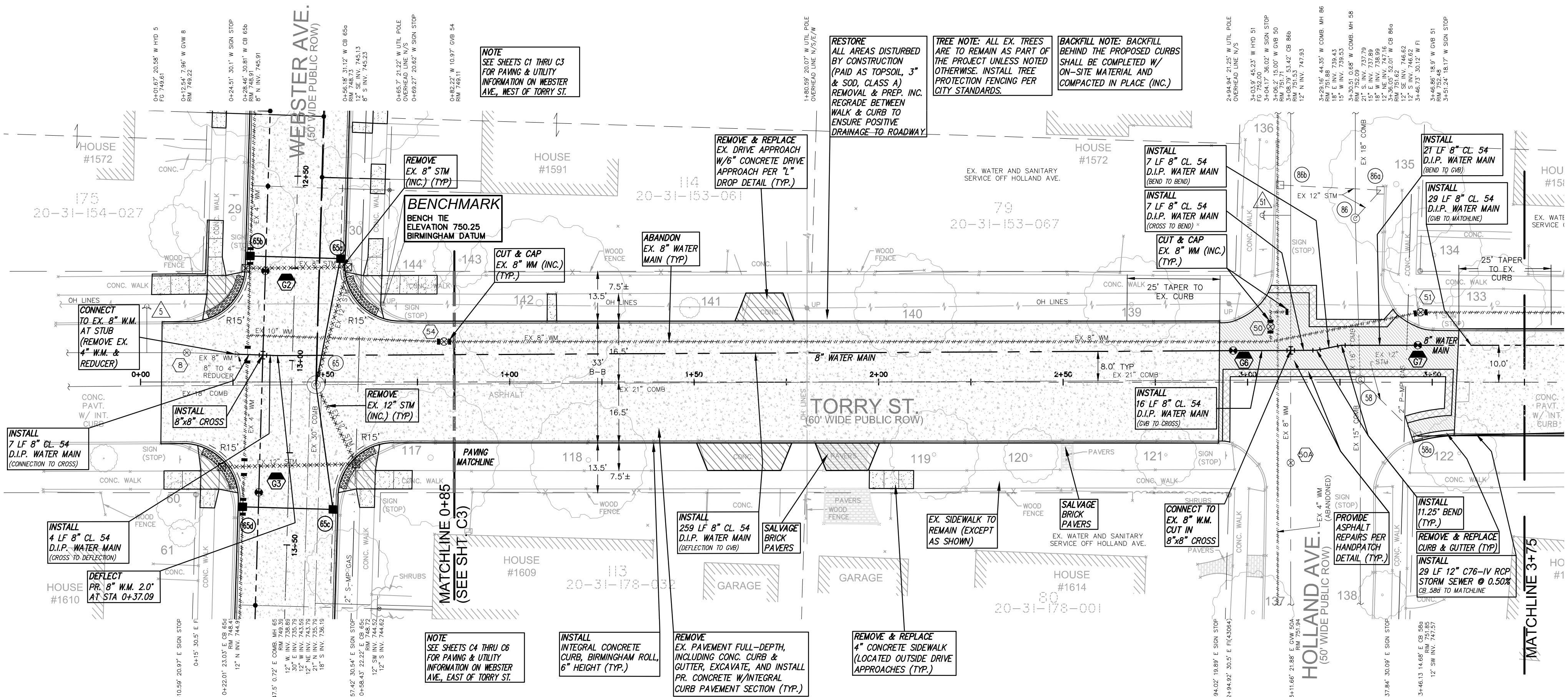
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### UTILITY NOTE

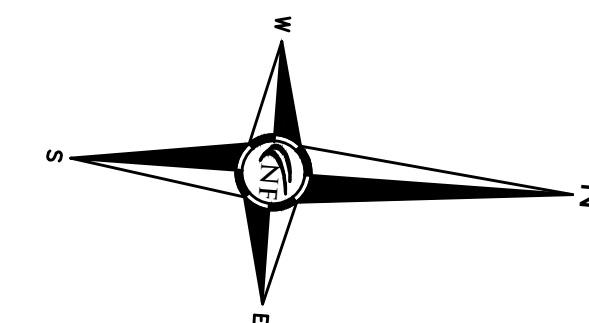
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### LEGEND

CLEAN-OUT	MANHOLE	EXISTING SAN/COMB SEWER
OVER	OVER	EXISTING WATER MAIN
HYDRANT	HYDRANT	EXISTING STORM SEWER
END SECTION	END SECTION	EXISTING BURIED CABLES
ELECT. METER	ELECT. METER	EXISTING GAS MAIN
GAS METER	GAS METER	OVERHEAD LINES
UTILITY POLE	UTILITY POLE	STRAN POLE
STRAN POLE	STRAN POLE	OUT WIRE
(RECORD) CURB STOP LOCATION (APPROX.)	(RECORD) CURB STOP LOCATION (APPROX.)	EX. SOIL BORING
LANDSCAPE BED	LANDSCAPE BED	PUBLIC PHONE
EX. SOIL BORING	EX. SOIL BORING	WELL
PUMP	PUMP	POST/BOLLARD
PARKING METER	PARKING METER	MAIL BOX
ROCK/BOULDER	ROCK/BOULDER	SPRINKLER VALVE BOX
SPRINKLER VALVE BOX	SPRINKLER VALVE BOX	SPRINKLER HEAD
FOUND PROPERTY MARKER	FOUND PROPERTY MARKER	GROUND ELEVATION





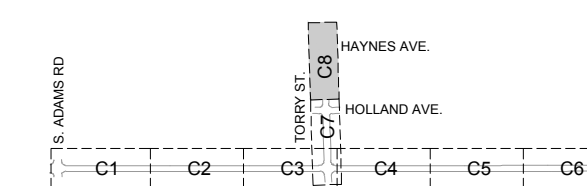


## SEWER STRUCTURE SCHEDULE

- 52 MAINTAIN  
6+08.69' 38.75' E  
CONG. MH 52  
RIM 752.22  
36" E INV. 737.07  
30" W INV. 737.07
- 58b INSTALL  
PR STA 4+10.00, 13.21' E  
4' DIA. CB W/ 2' SUMP  
PR RIM 752.03  
PR 12" W INV 748.02  
PR 12" S INV 748.02
- 58c INSTALL  
PR STA 4+10.00, 13.21' W  
2' DIA. INLET  
PR RIM 752.03  
PR 12" E INV 748.15

## WATER MAIN SCHEDULE

- 52b INSTALL  
STA 5+99.82, 10.00' W  
8" GATE VALVE & BOX  
PR. RIM 752.15  
PR. T/PIPE 746.57
- MAINTAIN  
6+49.5' 35.21' W  
HYD 12  
FG 752.31
- 45 MAINTAIN  
6+51.45' 31.20' W  
GVB 45  
(NOT FOUND-PER RECORD)



Key Map

### CLIENT



Engineering Department  
151 Martin Street  
Birmingham, MI 48012

### PROJECT LOCATION

Part of the Center Section  
31, Town 2 North, Range 11  
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Oakland County, Michigan

### SHEET

Paving & Utility Plan  
Torry Street  
Sta. 3+75 to P.O.E.



811  
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### REVISIONS

02-03-16 City Review  
02-29-16 Issued for Bids

### DRAWN BY:

R. Peery

### DESIGNED BY:

P. Tulikangas

### APPROVED BY:

B. Buchholz

### DATE:

12-28-15

### SCALE:

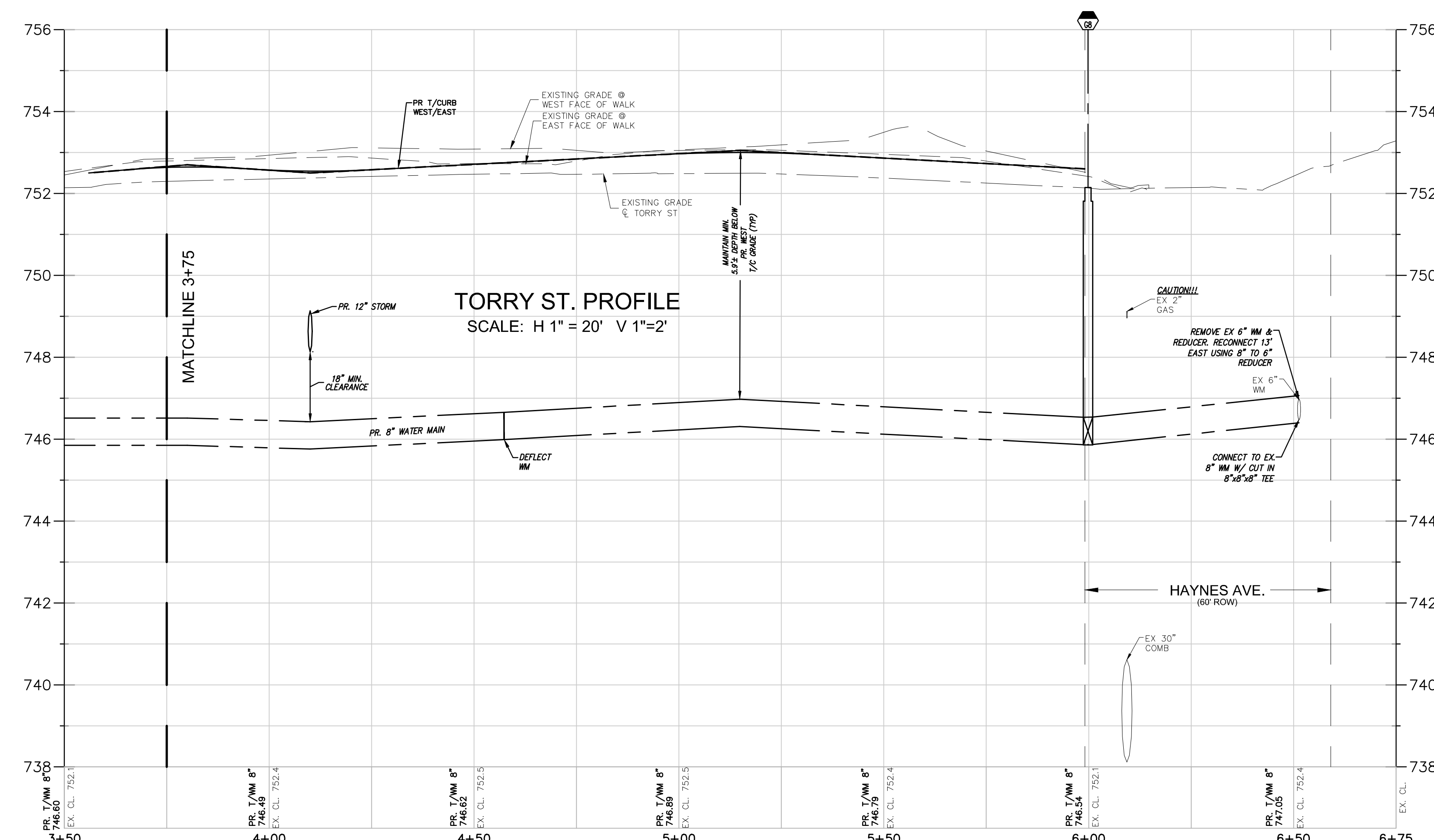
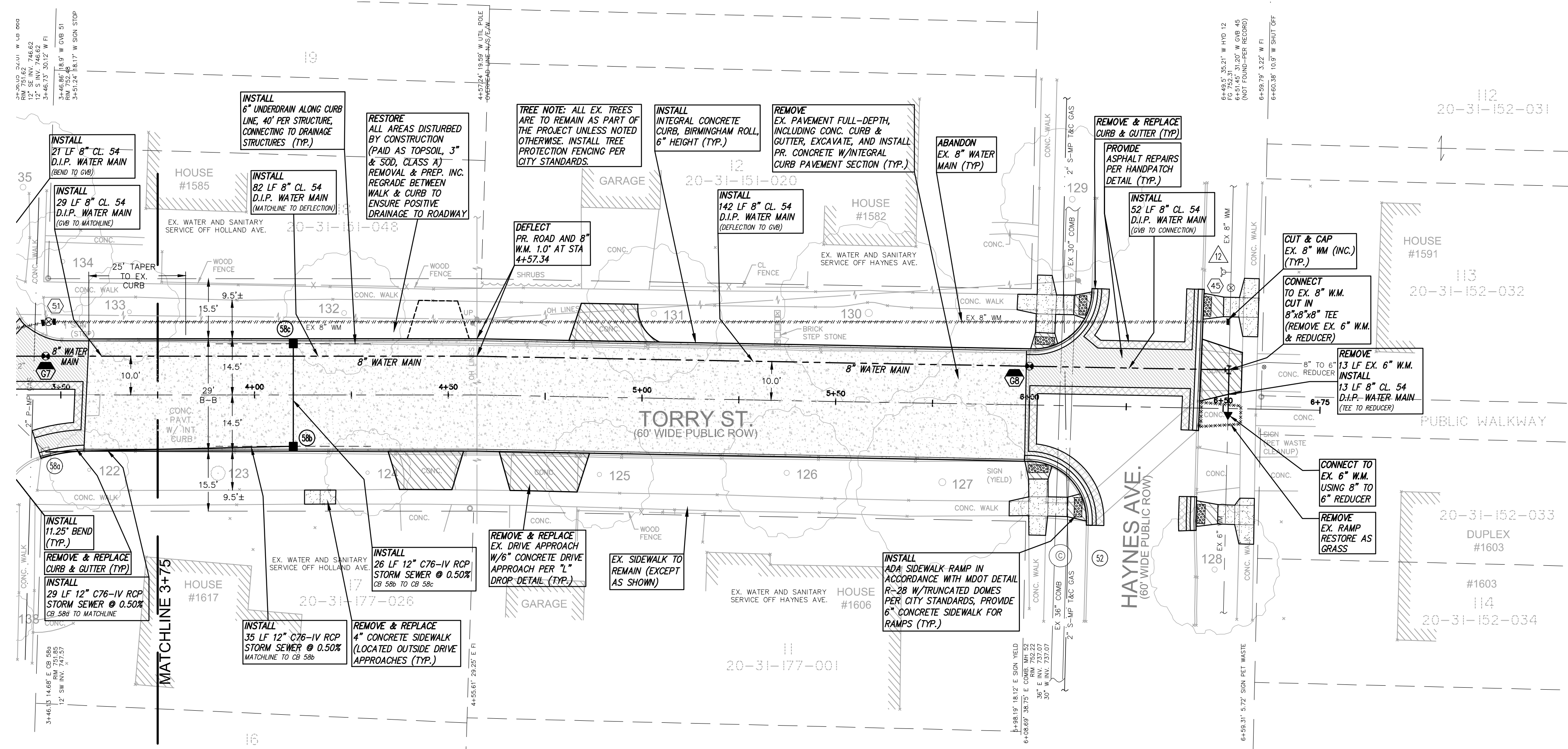
1" = 20'

### NFE JOB NO.

1908

### SHEET NO.

C8

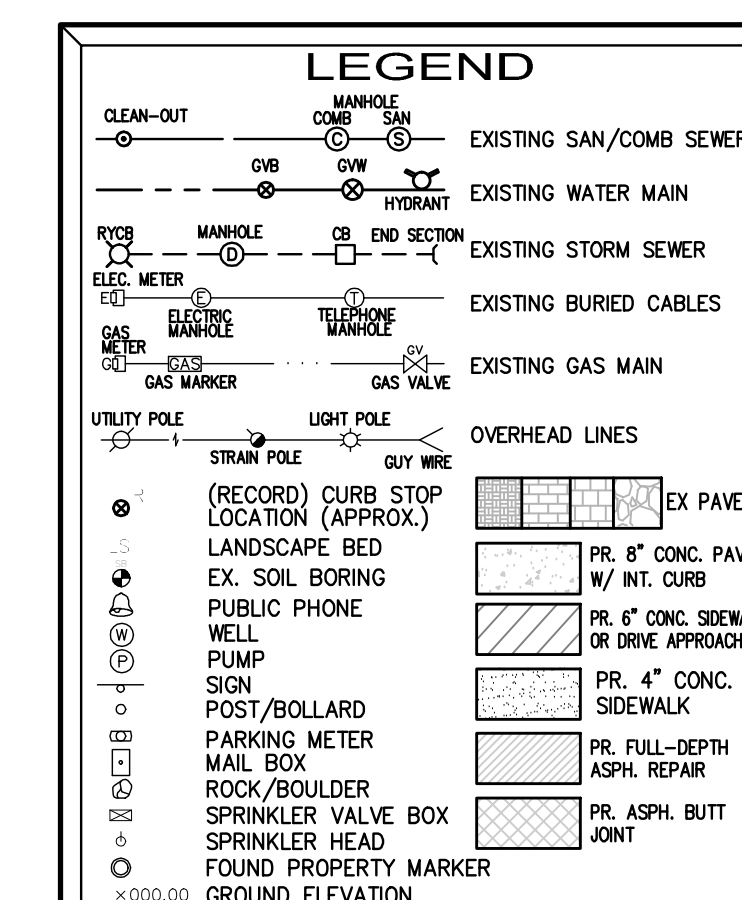


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PROJECT  
Webster Avenue  
Paving Project  
Contract #4-16(P)

CLIENT



Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
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31, Town 2 North, Range 11  
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Oakland County, Michigan

SHEET  
Storm Sewer Profiles  
1 of 2



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REVISIONS  
02-29-16 Issued for Bids

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SCALE: 1" = 20' / 1" = 2'

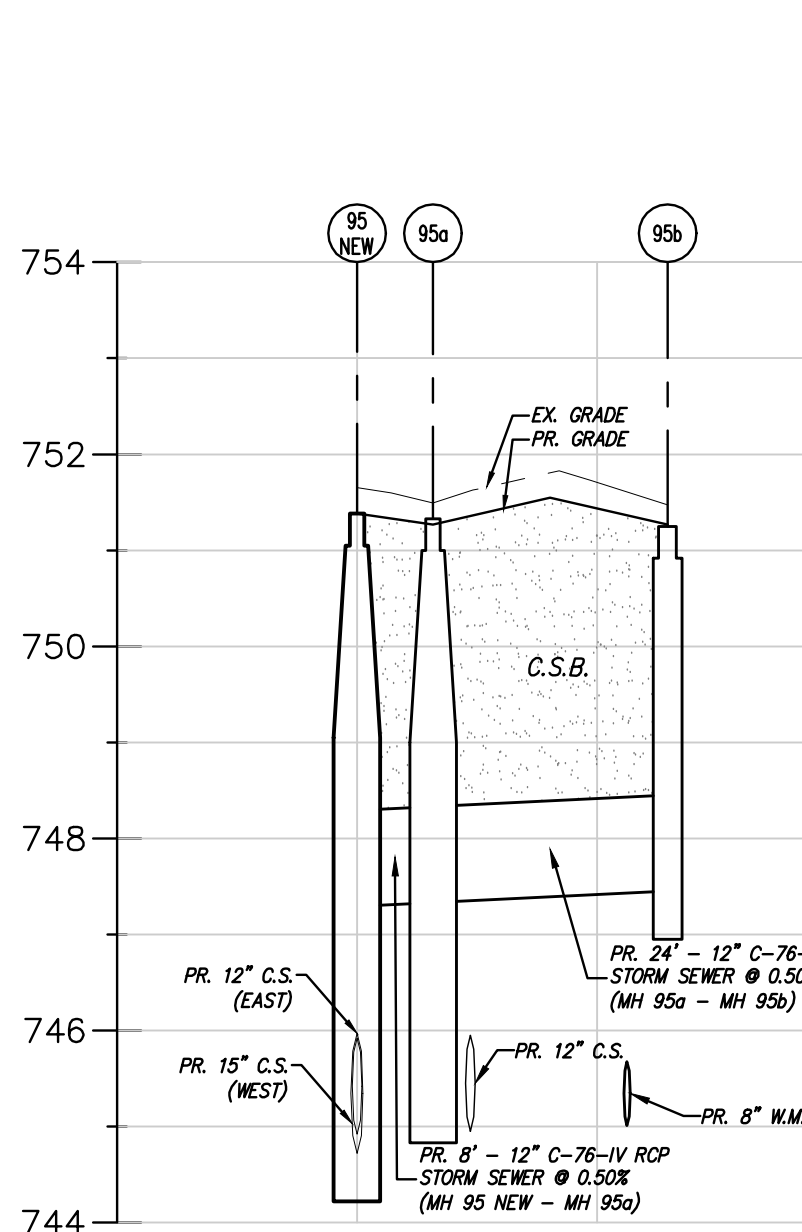
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NFE JOB NO.

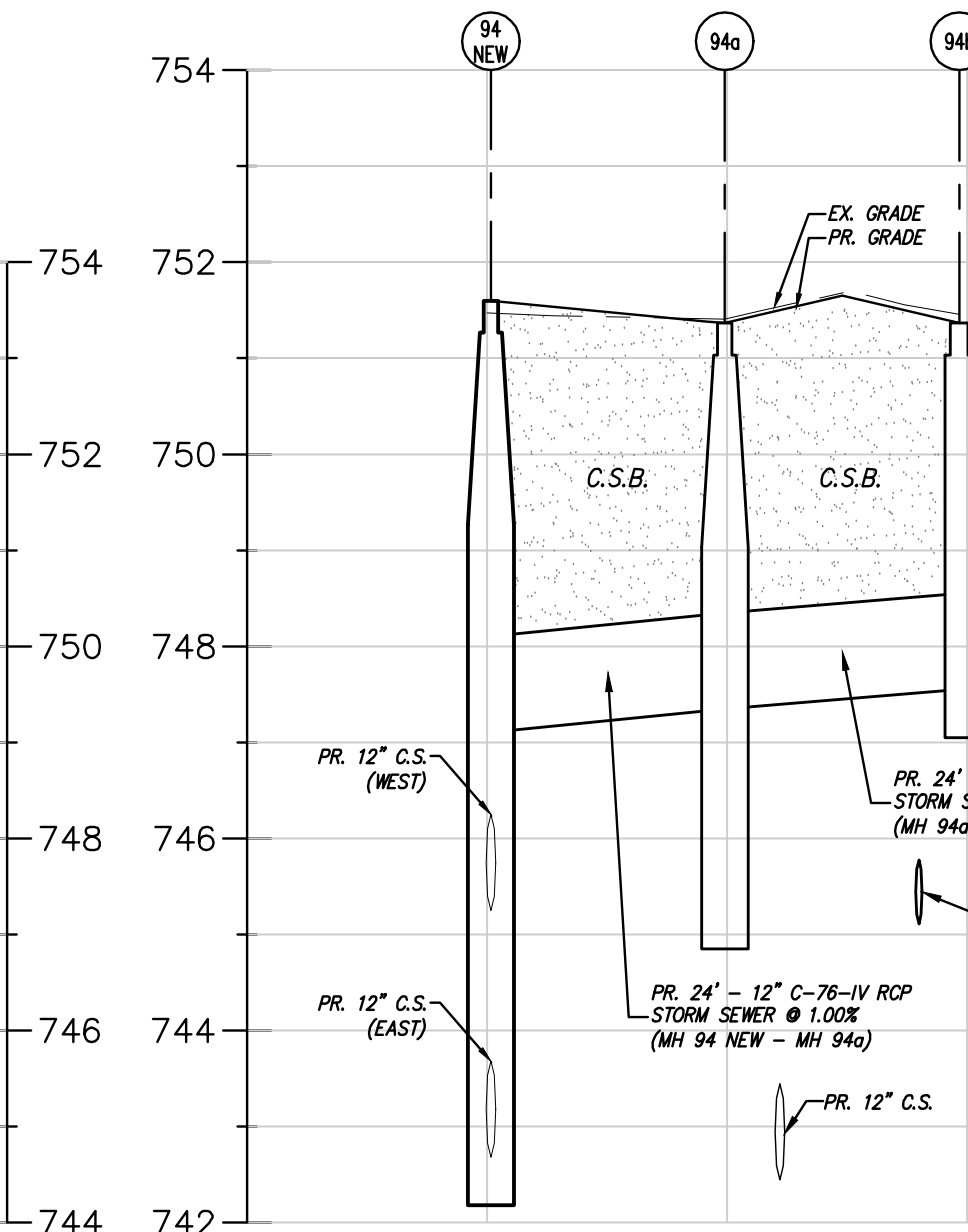
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1908

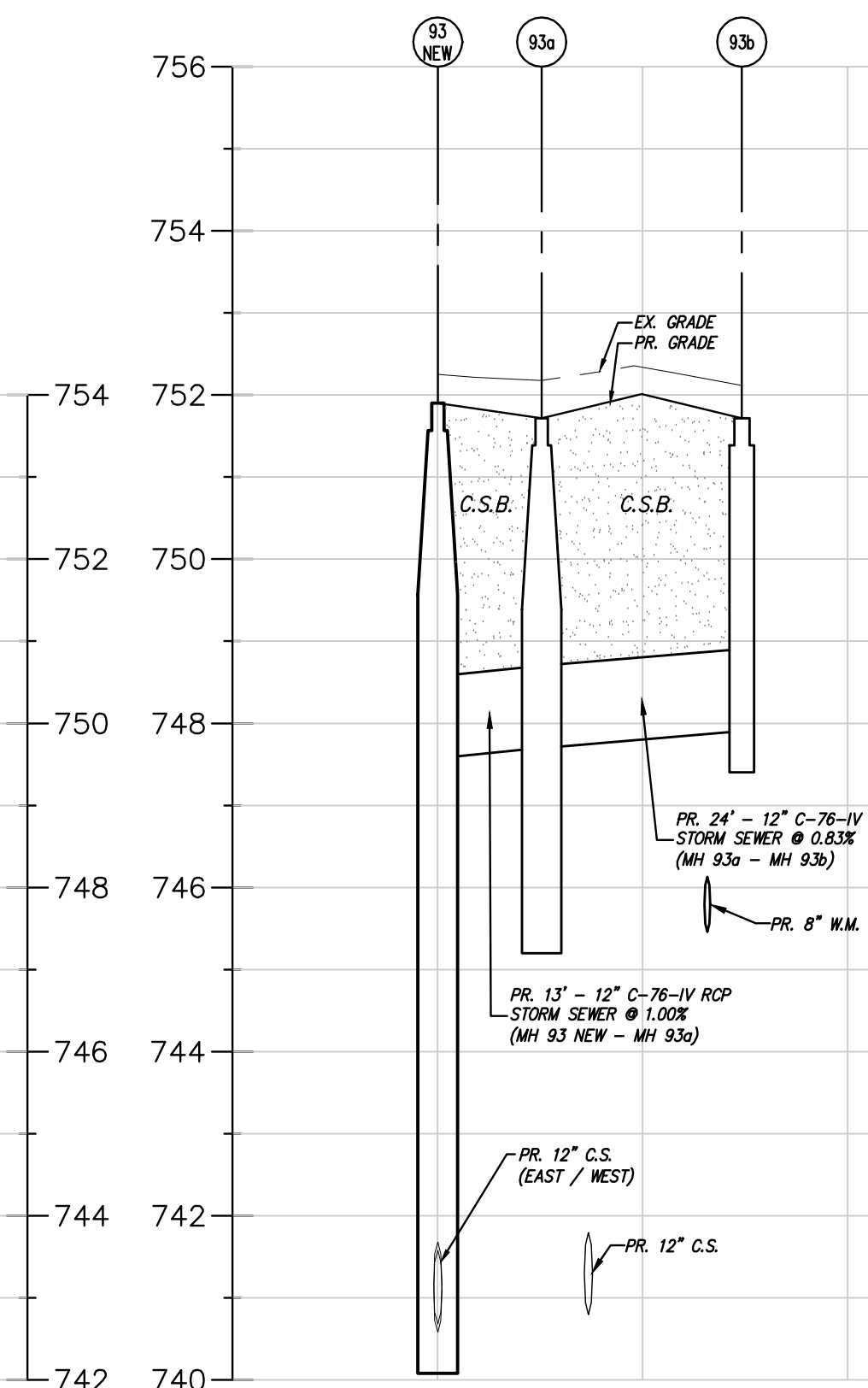
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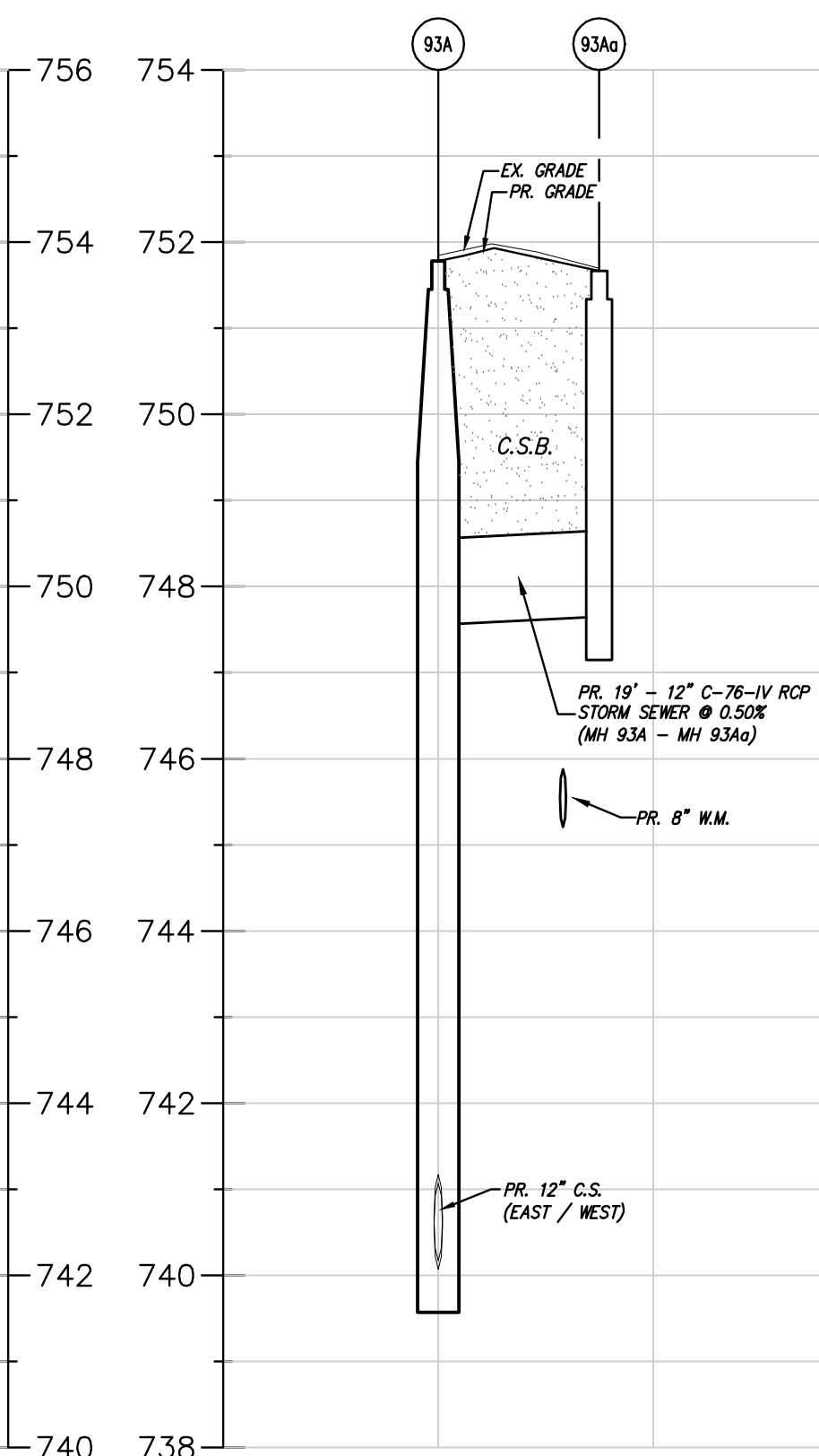
WEBSTER AVE.  
STORM PROFILE  
STA. 2+95  
(MH 95 (NEW) - CB 95a - CB 95b)



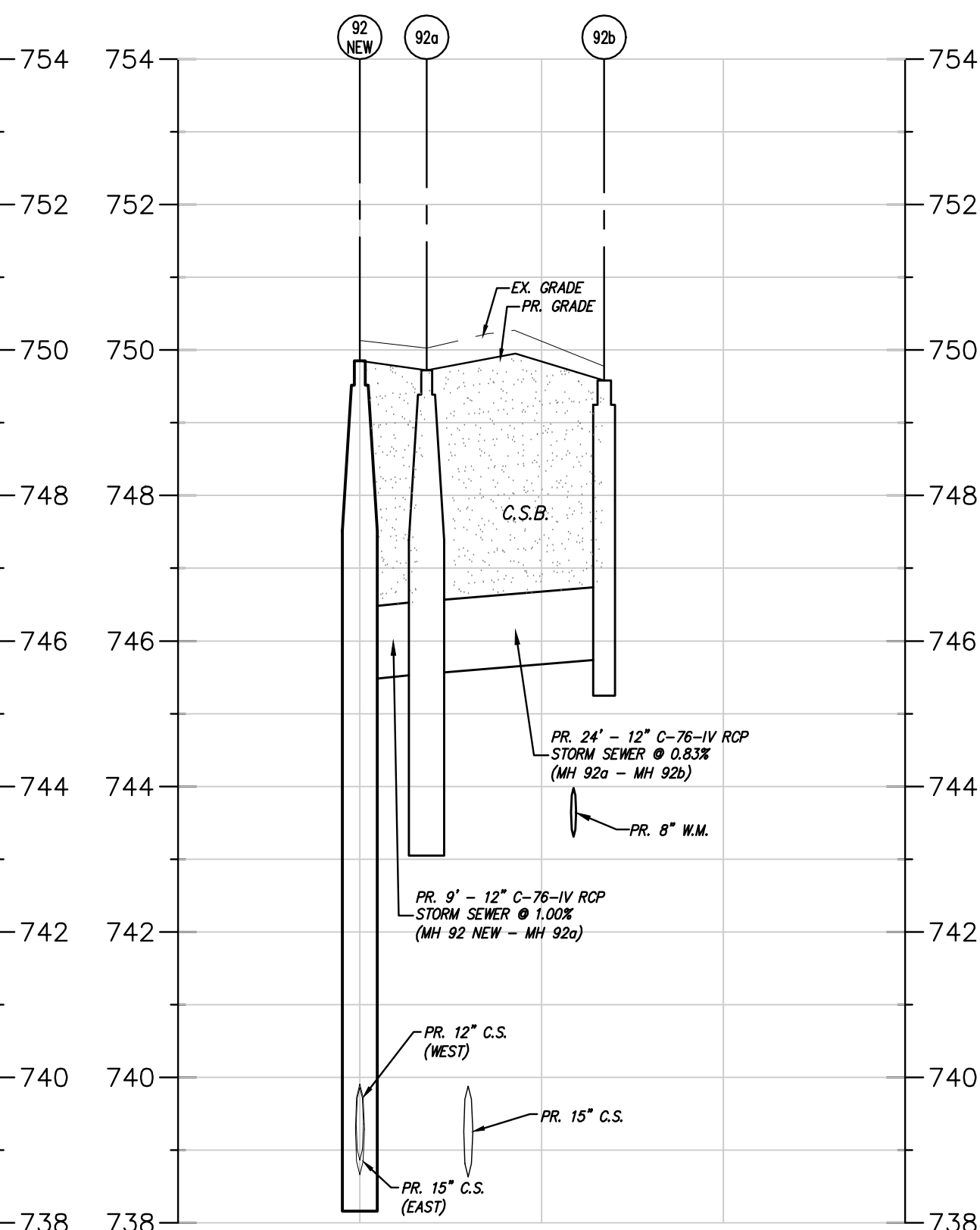
WEBSTER AVE.  
STORM PROFILE  
STA. 3+85  
(MH 94 (NEW) - CB 94a - CB 94b)



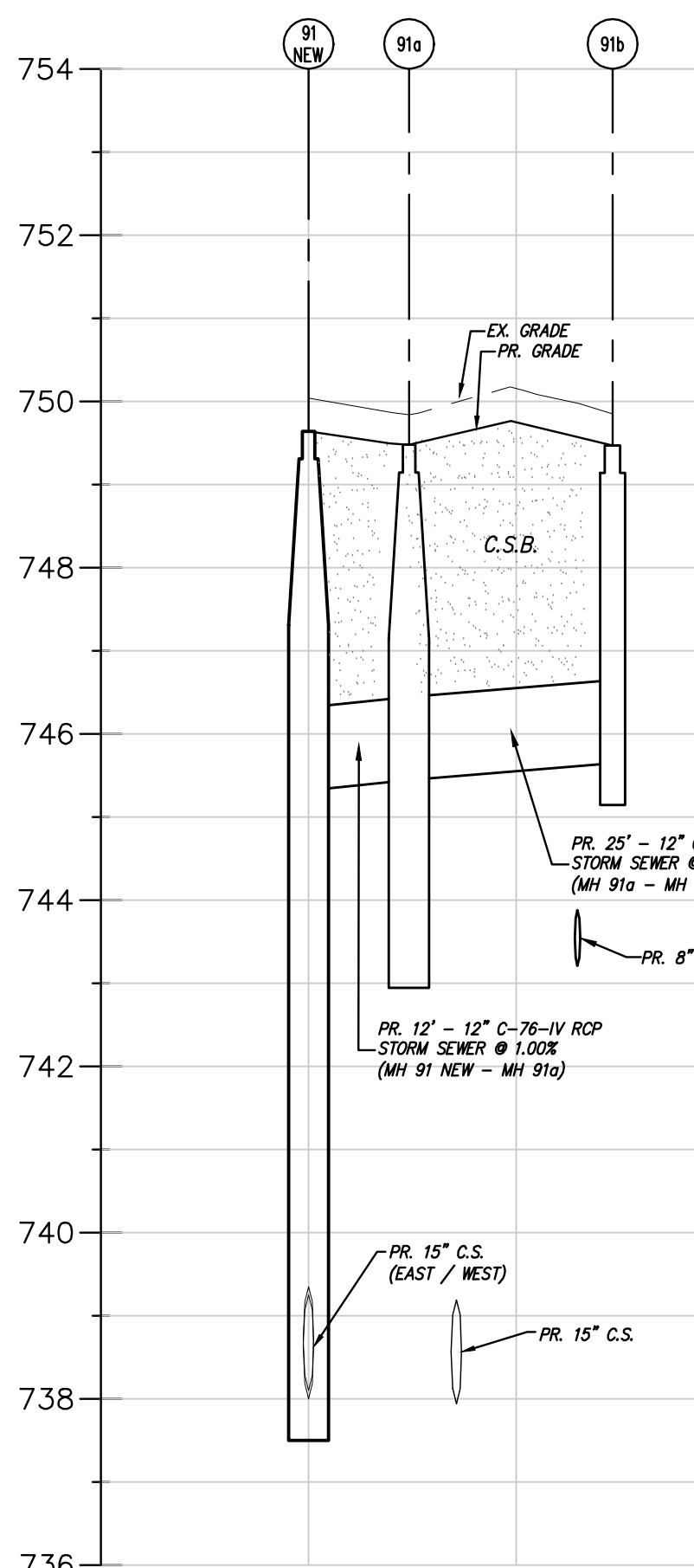
WEBSTER AVE.  
STORM PROFILE  
STA. 5+50  
(MH 93 (NEW) - CB 93a - CB 93b)



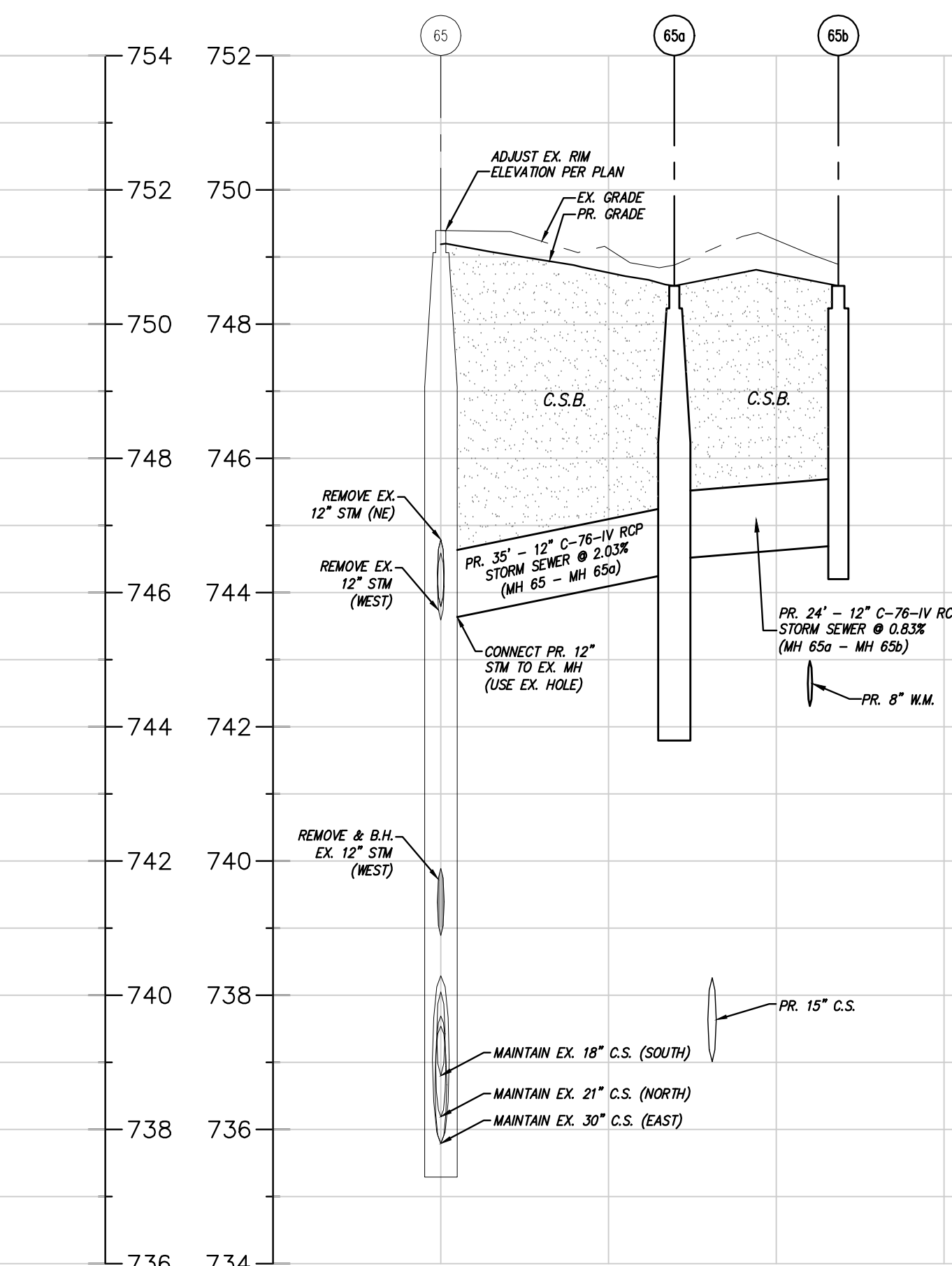
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STORM PROFILE  
STA. 6+65  
(MH 93a - CB 93a)



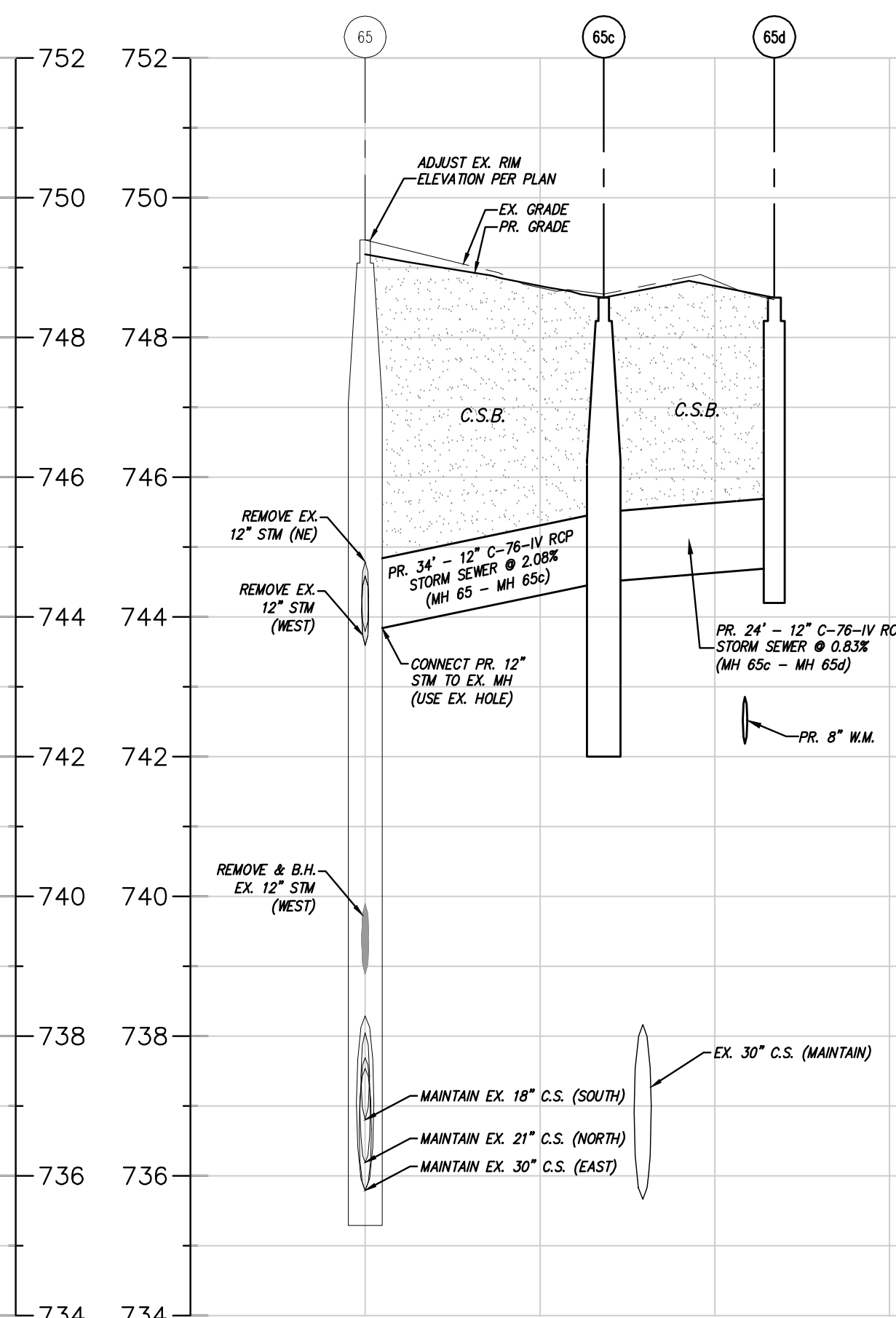
WEBSTER AVE.  
STORM PROFILE  
STA. 9+73  
(MH 92 (NEW) - CB 92a - CB 92b)



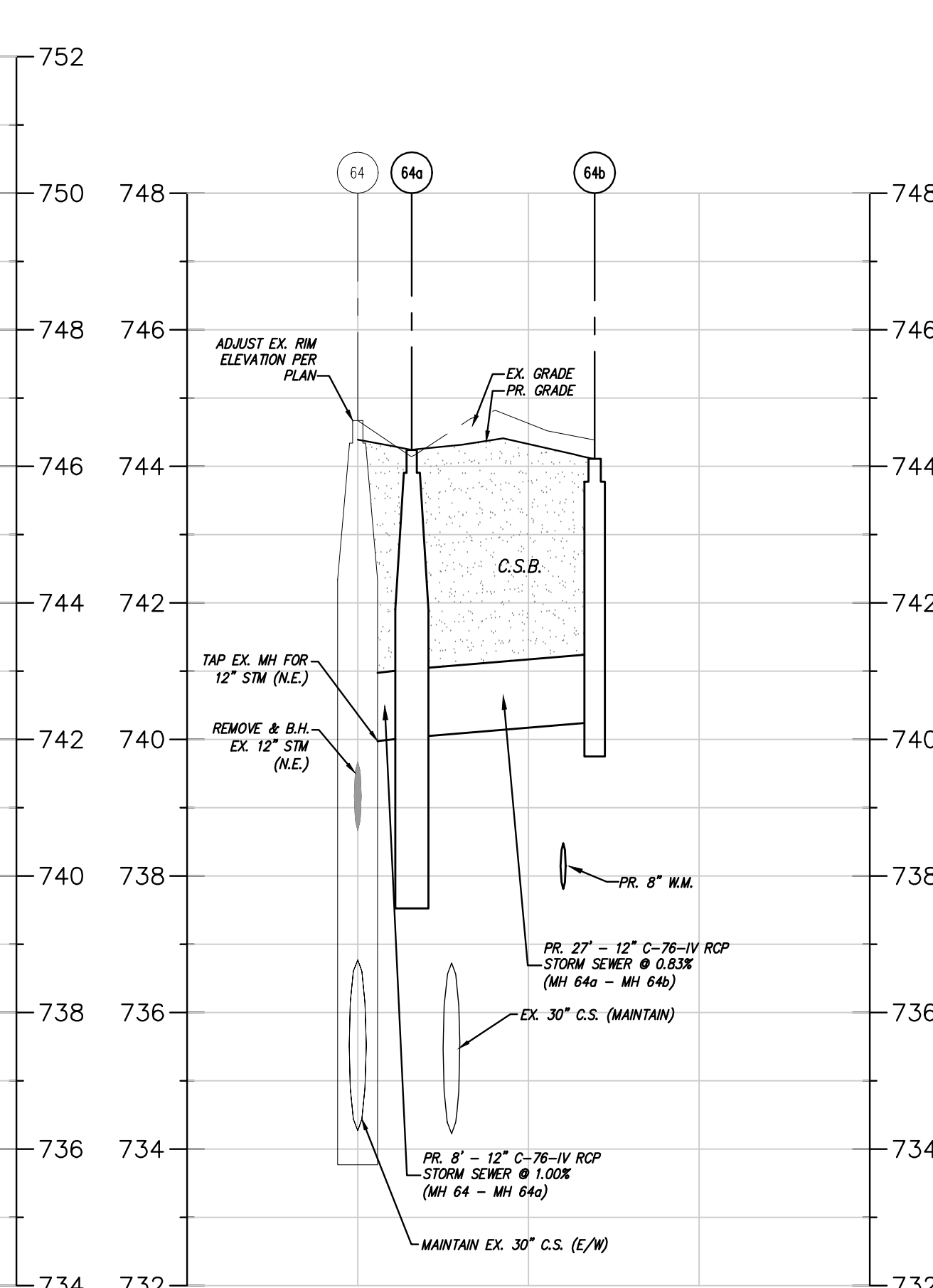
WEBSTER AVE.  
STORM PROFILE  
STA. 11+16  
(MH 91 (NEW) - CB 91a - CB 91b)



WEBSTER AVE.  
STORM PROFILE  
STA. 12+72  
(EX. MH 65 - CB 65a - CB 65b)



WEBSTER AVE.  
STORM PROFILE  
STA. 13+40  
(EX. MH 65 - CB 65c - CB 65d)



WEBSTER AVE.  
STORM PROFILE  
STA. 17+17  
(EX. MH 64 - CB 64a - CB 64b)





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PROJECT  
Webster Avenue  
Paving Project  
Contract #4-16(P)

CLIENT



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SHEET  
Storm Sewer Profiles  
2 of 2



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02-29-16 Issued for Bids

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APPROVED BY:  
B. Buchholz

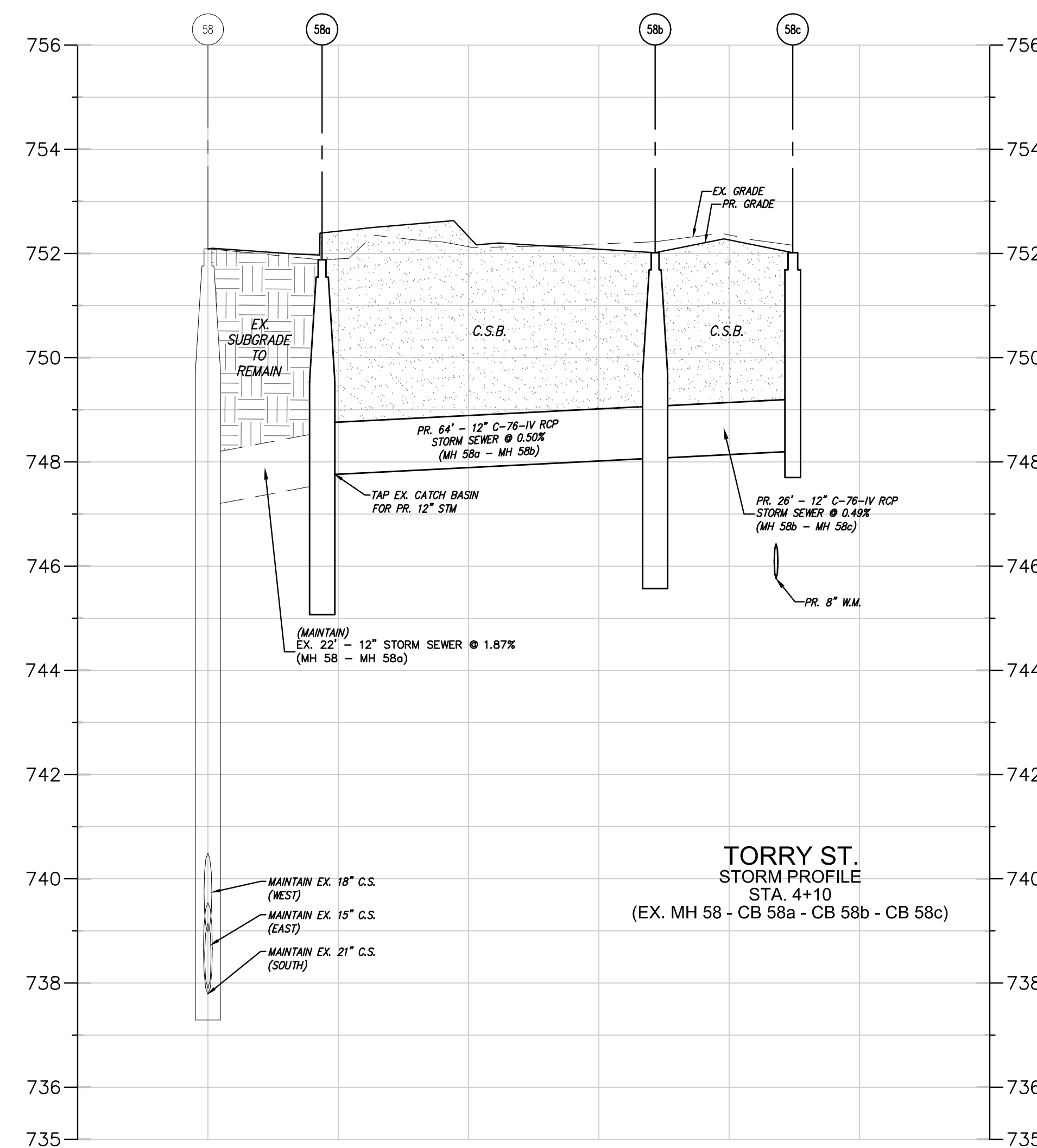
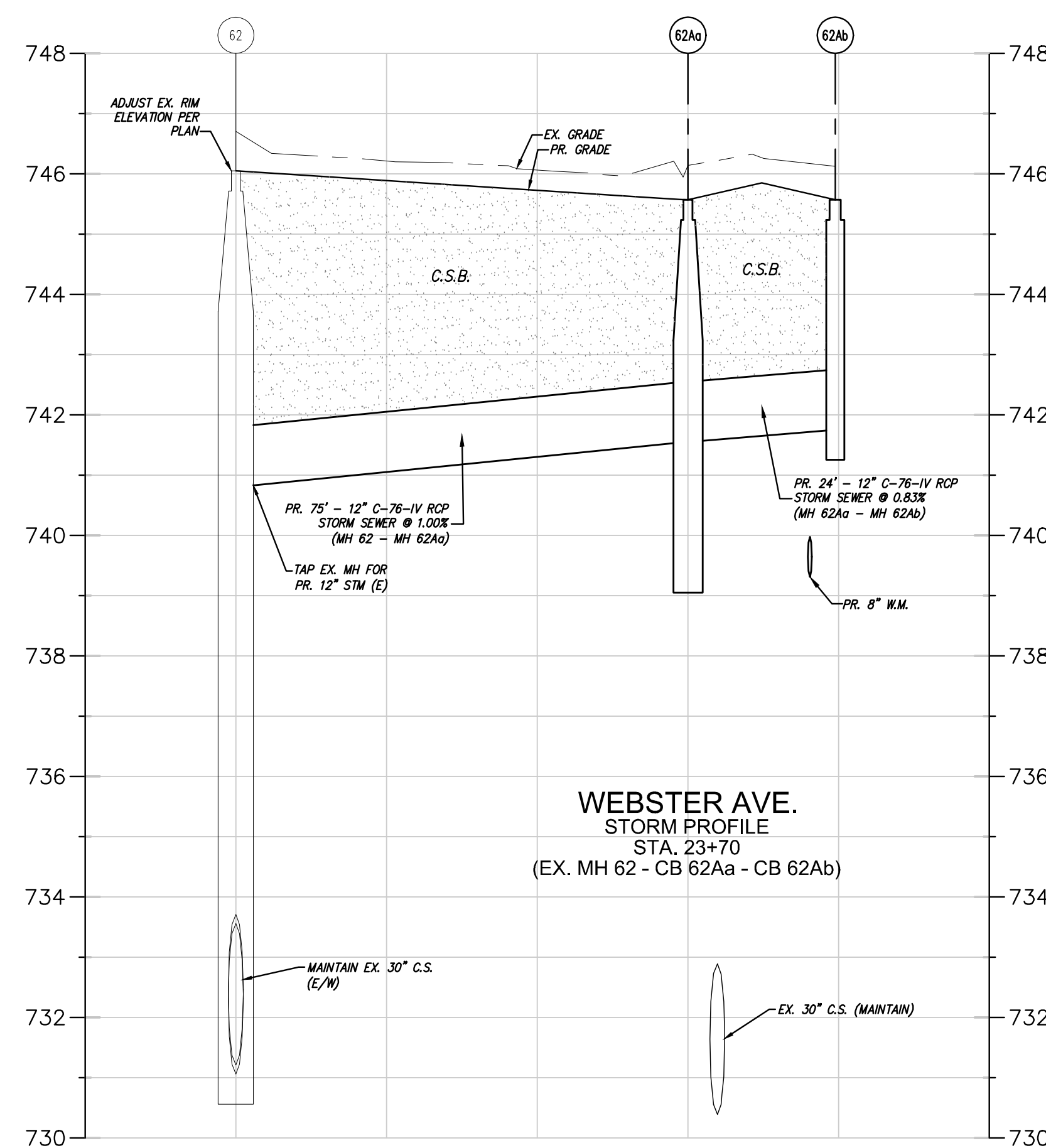
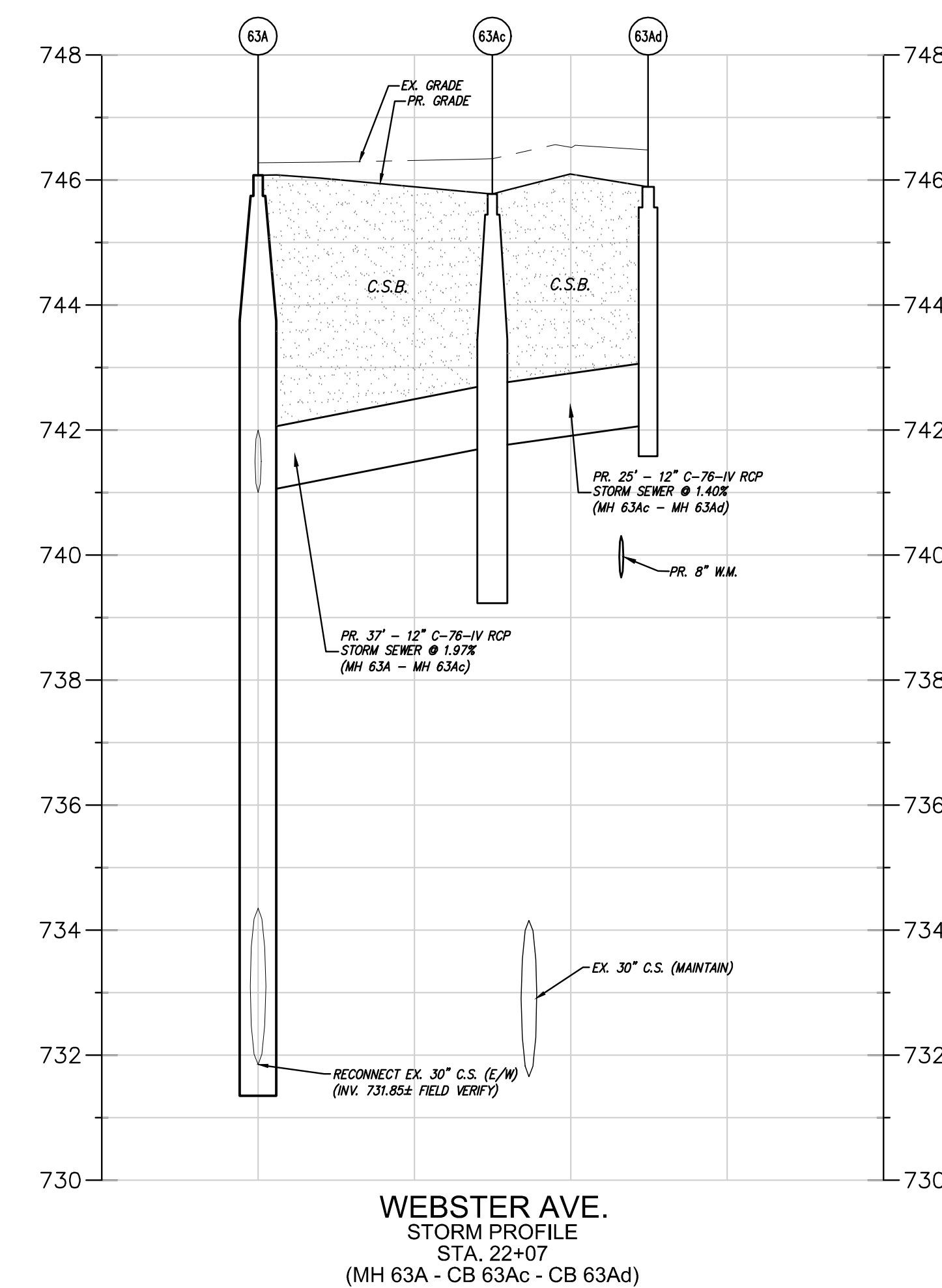
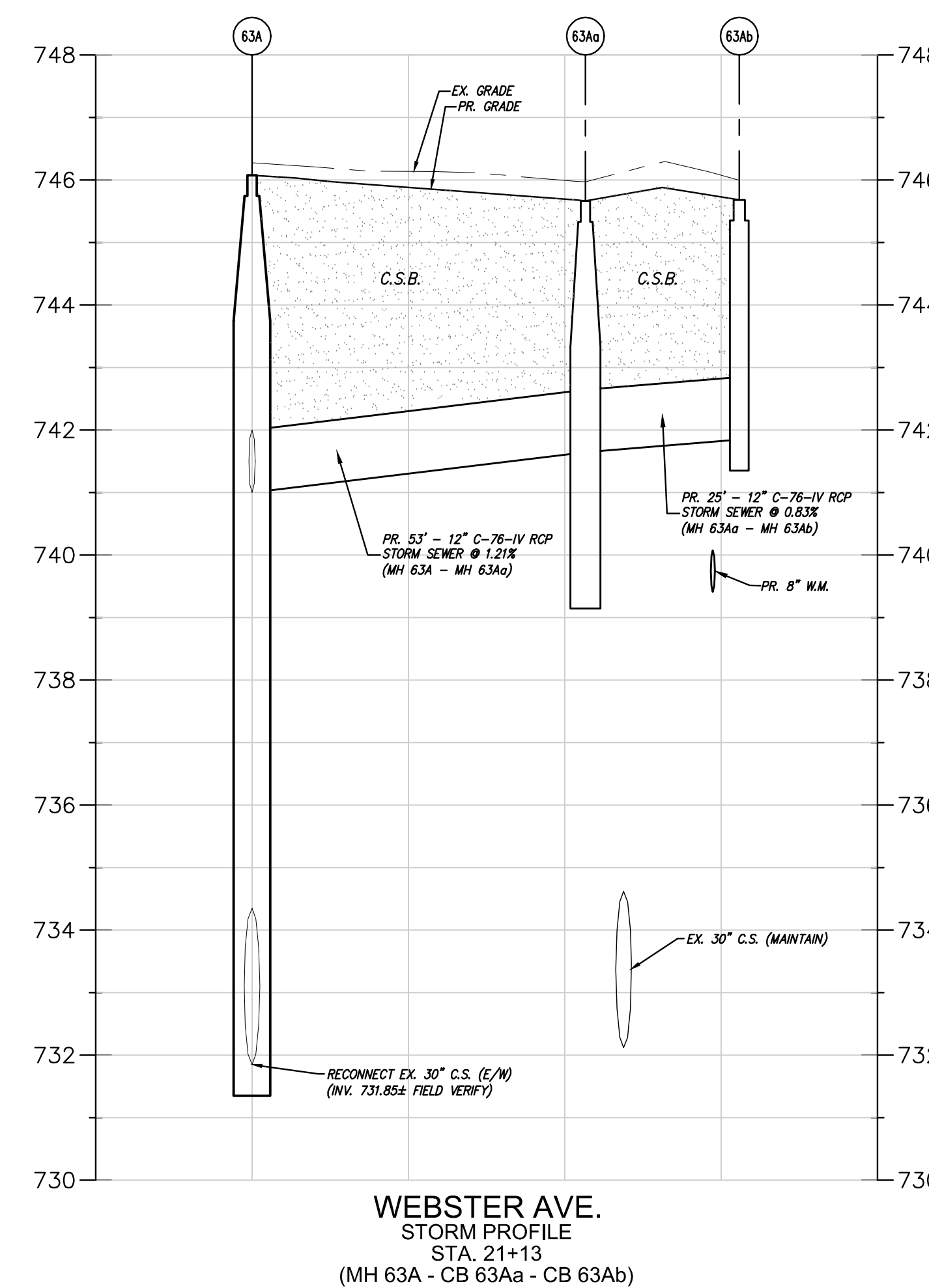
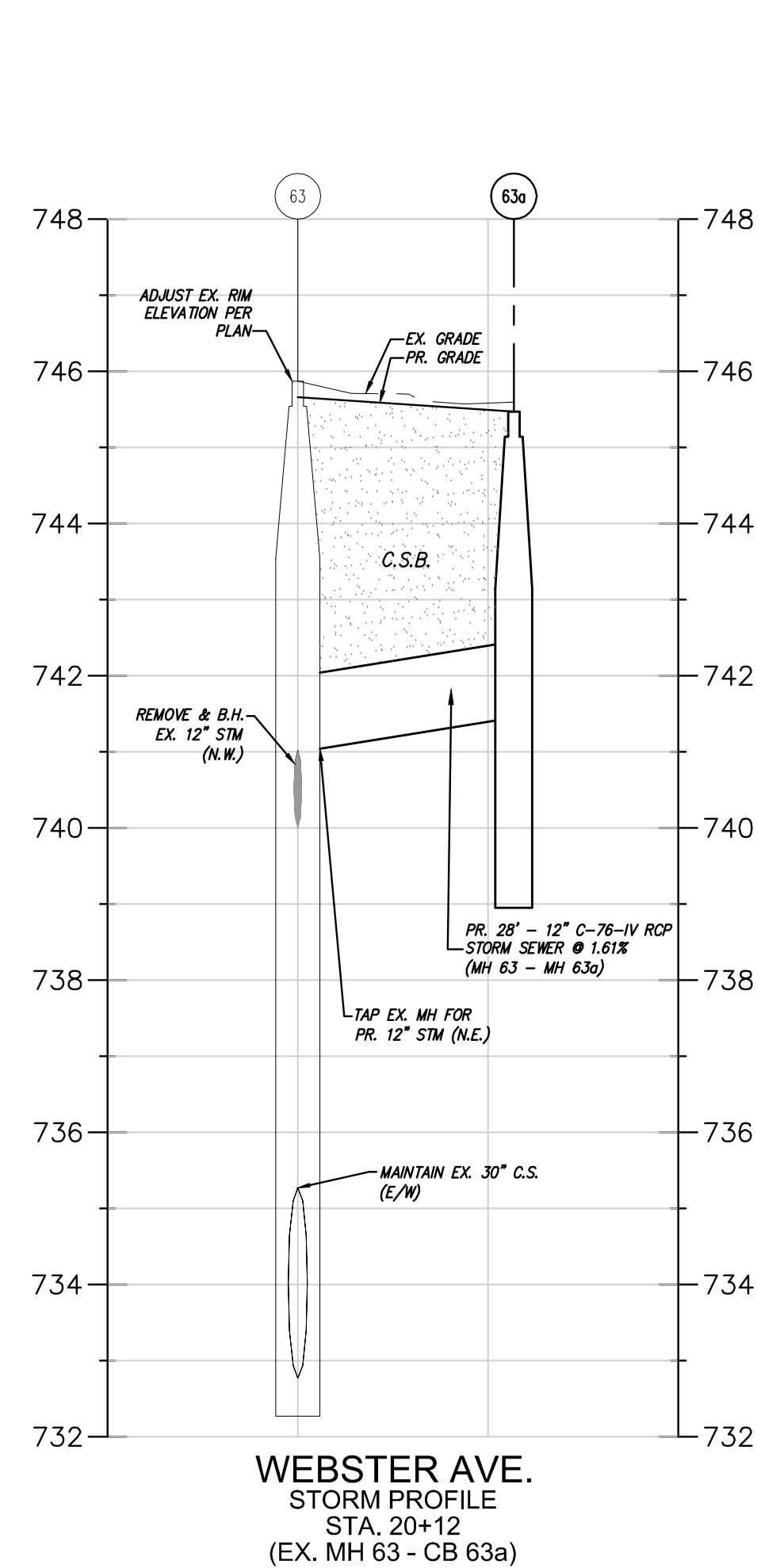
DATE:  
12-28-15

SCALE: 1" = 20' / 1"=2'

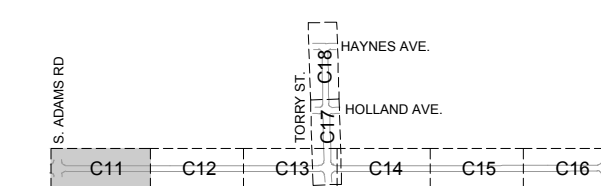
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NFE JOB NO.

SHEET NO.  
**C10**







Key Map

CLIENT



Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Center Section  
31, Town 2 North, Range 11  
East, City of Birmingham,  
Oakland County, Michigan

SHEET

Grading Plan  
Webster Avenue  
Sta. P.O.B. to 4+50



REVISIONS  
02-03-16 City Review  
02-29-16 Issued for Bids

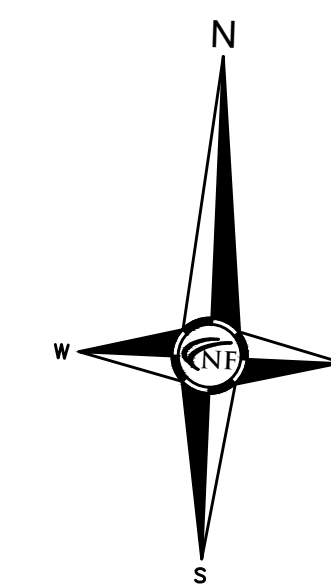
DRAWN BY:  
R. Peery  
DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
B. Buchholz  
DATE:  
12-28-15

SCALE: 1" = 20'

NFE JOB NO.  
1908

SHEET NO.  
C11



Tree Information

Tree #	Botanical Name	Common Name	Dia.	Condition	Comments
1	Gleditsia triacanthos	Honeylocust	12	Good	
2	Gleditsia triacanthos	Honeylocust	18	Good	
3	Gleditsia triacanthos	Honeylocust	16	Good	
4	Gleditsia triacanthos	Honeylocust	15	Good	
5	Gleditsia triacanthos	Honeylocust	16	Good	
6	Gleditsia triacanthos	Honeylocust	12	Good	
7	Gleditsia triacanthos	Honeylocust	22	Good	
8	Gleditsia triacanthos	Honeylocust	20	Good	
9	Gleditsia triacanthos	Honeylocust	26	Good	
49	Gleditsia triacanthos	Honeylocust	26	Good	
50	Gleditsia triacanthos	Honeylocust	24	Good	
51	Gleditsia triacanthos	Honeylocust	28	Good	
52	Gleditsia triacanthos	Honeylocust	26	Good	
53	Gleditsia triacanthos	Honeylocust	12	Good	
54	Gleditsia triacanthos	Honeylocust	15	Good	
55	Gleditsia triacanthos	Honeylocust	15	Good	
56	Gleditsia triacanthos	Honeylocust	13	Good	
57	Gleditsia triacanthos	Honeylocust	9	Good	
58	Gleditsia triacanthos	Honeylocust	9	Good	

DRIVEWAY SCHEDULE

ADDRESS	WIDTH @ WALK	WIDTH @ CURB	LENGTH OF APRON	AREA (SQ)	CURB DROP
1108/1132	18.1'	24.1'	6.4'	15.0	1.5"
1140	10.2'	16.2'	6.6'	9.6	1.5"
1156	10.0'	16.0'	6.6'	9.6	1.5"
1172	16.4'	22.4'	6.5'	14.0	1.5"
1182	9.8'	15.8'	6.4'	9.2	1.5"
1212	10.0'	16.0'	6.3'	9.2	1.5"
1228	10.2'	16.2'	6.4'	9.2	1.5"
1240	10.0'	16.0'	6.3'	9.3	1.5"
1264	10.2'	16.2'	6.3'	9.6	1.5"
877 ADAMS	18.4'	25.4'	6.4'	16.0	1.5"
1156	10.0'	16.0'	6.3'	9.3	1.5"
1169/1183	21.0'	27.0'	6.3'	17.3	1.5"
1211	10.0'	16.0'	6.3'	9.4	1.5"
1223	11.2'	17.2'	6.3'	10.3	1.5"
1239	10.0'	16.0'	6.6'	9.5	1.5"
1255	10.0'	16.0'	6.3'	10.1	1.5"
1267	10.1'	16.1'	6.6'	9.5	1.5"

UTILITY NOTE

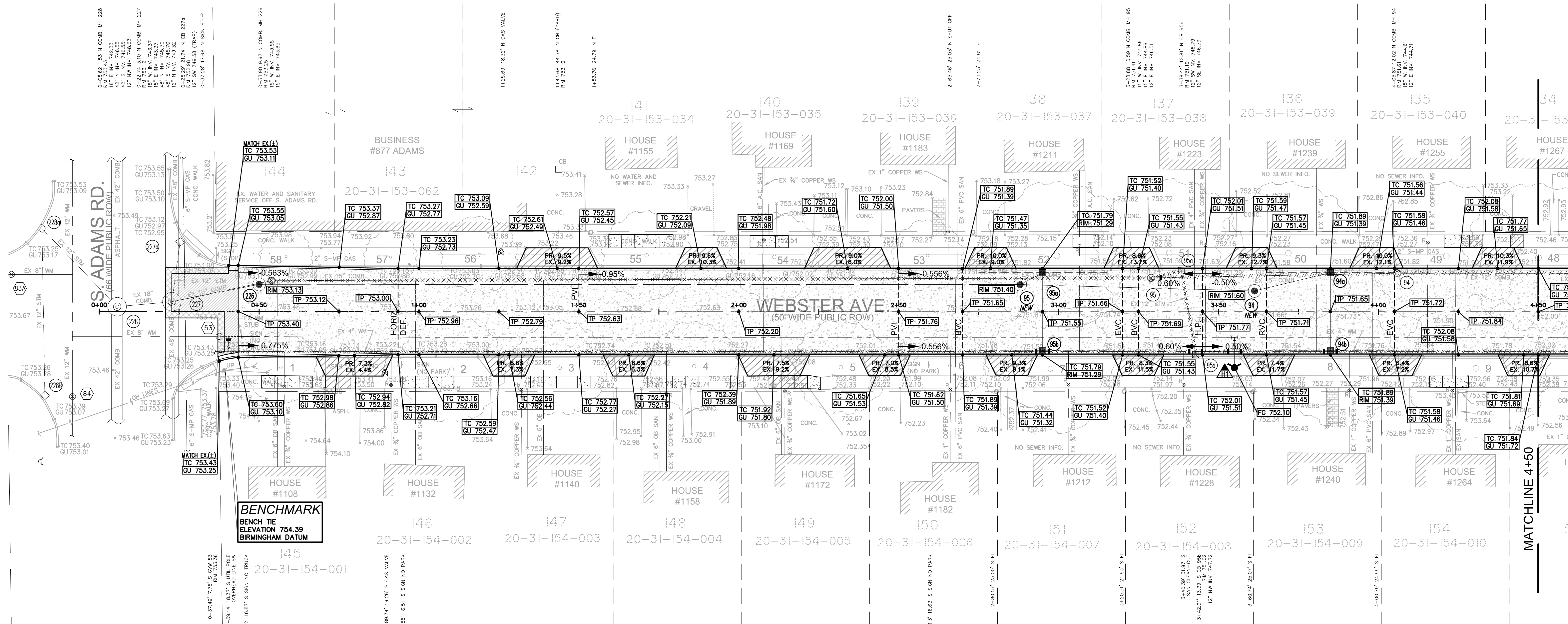
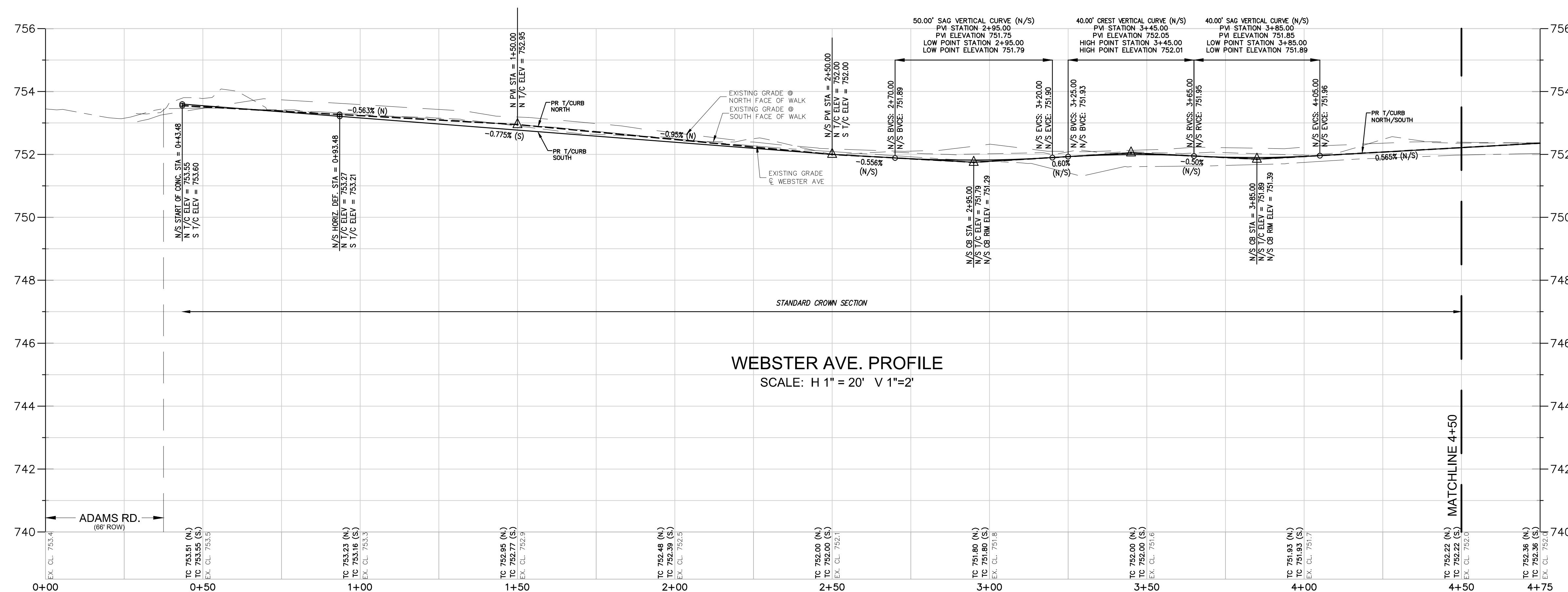
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

LEGEND

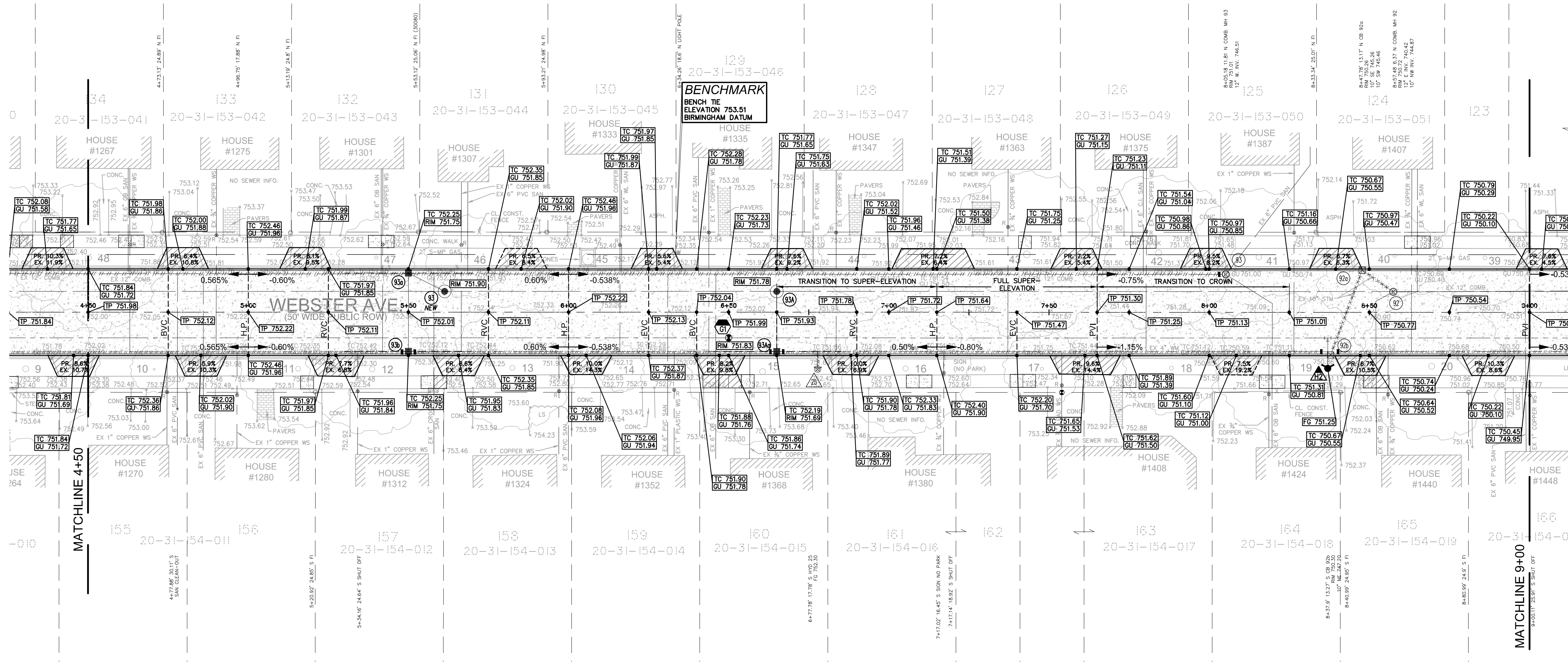
CLEAN-OUT	MANHOLE	EXISTING SAN/COMB SEWER
POLE	MANHOLE	EXISTING WATER MAIN
ELEC. METER	END SECTION	EXISTING STORM SEWER
ELEC. METER	TURN-OF-WAY	EXISTING BURIED CABLES
UTILITY POLE	GAS VALVE	EXISTING GAS MAIN
UTILITY POLE	OVERHEAD LINES	
(RECORD) CURB STOP LOCATION (APPROX.)	EX. PAVERS	
LANDSCAPE BED	PR. 8" CONC. PAVT. W/ INT. CURB	
EX. SOIL BORING	PR. 4" CONC. SIDEWALK OR DRIVE APPROACH	
PUBLIC PHONE	PR. 4" CONC. SIDEWALK	
WELL	PR. FULL-DEPTH ASPH. REPAIR	
POST/BOLLARD	PR. ASPH. BUTT JOINT	
PUMP		
SIGN		
ROCK/BOULDER		
SPRINKLER VALVE BOX		
MAIL BOX		
FOUND PROPERTY MARKER		
GROUND ELEVATION		

WEBSTER AVE. PROFILE

SCALE: H 1" = 20' V 1" = 2'





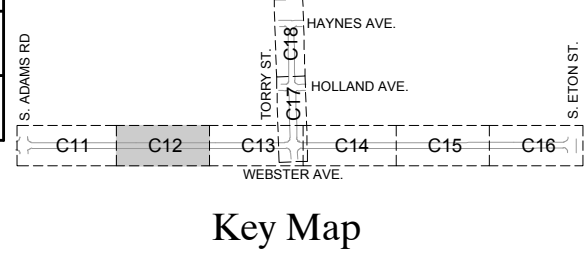


Tree Information

Tree #	Botanical Name	Common Name	Dia.	Condition	Comments
10	Pyrus calleryana	Bradford Pear	8	Good	
11	Gleditsia triacanthos	Honeylocust	20	Good	
12	Gleditsia triacanthos	Honeylocust	22	Good	
13	Gleditsia triacanthos	Honeylocust	21	Good	
14	Ulmus americana	American Elm	8	Good	
15	Gleditsia triacanthos	Honeylocust	25	Good	
16	Gleditsia triacanthos	Honeylocust	22	Good	
17	Gleditsia triacanthos	Honeylocust	13	Good	
18	Gleditsia triacanthos	Honeylocust	16	Good	
19	Gleditsia triacanthos	Honeylocust	26	Good	
20	Gleditsia triacanthos	Honeylocust	26	Good	
39	Gleditsia triacanthos	Honeylocust	16	Good	
40	Gleditsia triacanthos	Honeylocust	14	Good	
41	Gleditsia triacanthos	Honeylocust	23	Good	
42	Gleditsia triacanthos	Honeylocust	26	Poor	Large in-rolled trunk seam, wood exposed, decay, insect damage
43	Gleditsia triacanthos	Honeylocust	28	Good	
44	Gleditsia triacanthos	Honeylocust	15	Good	
45	Pyrus calleryana	Bradford Pear	2	Good	
46	Ulmus americana	American Elm	14	Good	
47	Gleditsia triacanthos	Honeylocust	13	Good	
48	Gleditsia triacanthos	Honeylocust	26	Poor	Numerous trunk & limb cankers

DRIVEWAY SCHEDULE

ADDRESS	WIDTH @ WALK	WIDTH @ CURB	LENGTH OF APRON	AREA (SQ. FT.)	CURB DROP
1270	10.0'	16.0'	6.5'	9.4	1.5"
1280	10.0'	16.0'	6.4'	9.3	1.5"
1312	11.5'	17.5'	6.5'	10.4	1.5"
1324	10.3'	16.3'	6.3'	9.1	1.5"
1352	10.3'	16.3'	5.9'	8.8	1.5"
1368	10.0'	16.0'	6.0'	8.6	1.5"
1380	11.4'	17.4'	6.0'	9.5	1.5"
1408	16.0'	22.0'	6.0'	12.4	1.5"
1424	10.0'	16.0'	6.1'	8.7	1.5"
1440	10.0'	16.0'	6.1'	8.8	1.5"
1448	10.4'	16.4'	6.2'	9.3	1.5"
1275	10.0'	16.0'	6.6'	9.5	1.5"
1301	10.0'	16.0'	9.8'	15.5	1.5"
1307	10.0'	16.0'	6.4'	9.2	1.5"
1333	10.0'	16.0'	6.4'	9.2	1.5"
1375	10.0'	16.0'	6.5'	9.2	1.5"
1347/1363	19.9'	25.9'	6.5'	16.1	1.5"
1375	10.0'	16.0'	6.3'	9.2	1.5"
1387	10.0'	16.0'	6.4'	9.3	1.5"
1407	10.4'	16.4'	6.6'	9.6	1.5"



CLIENT  
  
 Engineering Department  
 151 Martin Street  
 Birmingham, MI 48012

PROJECT LOCATION  
 Part of the Center Section  
 31, Town 2 North, Range 11  
 East, City of Birmingham,  
 Oakland County, Michigan

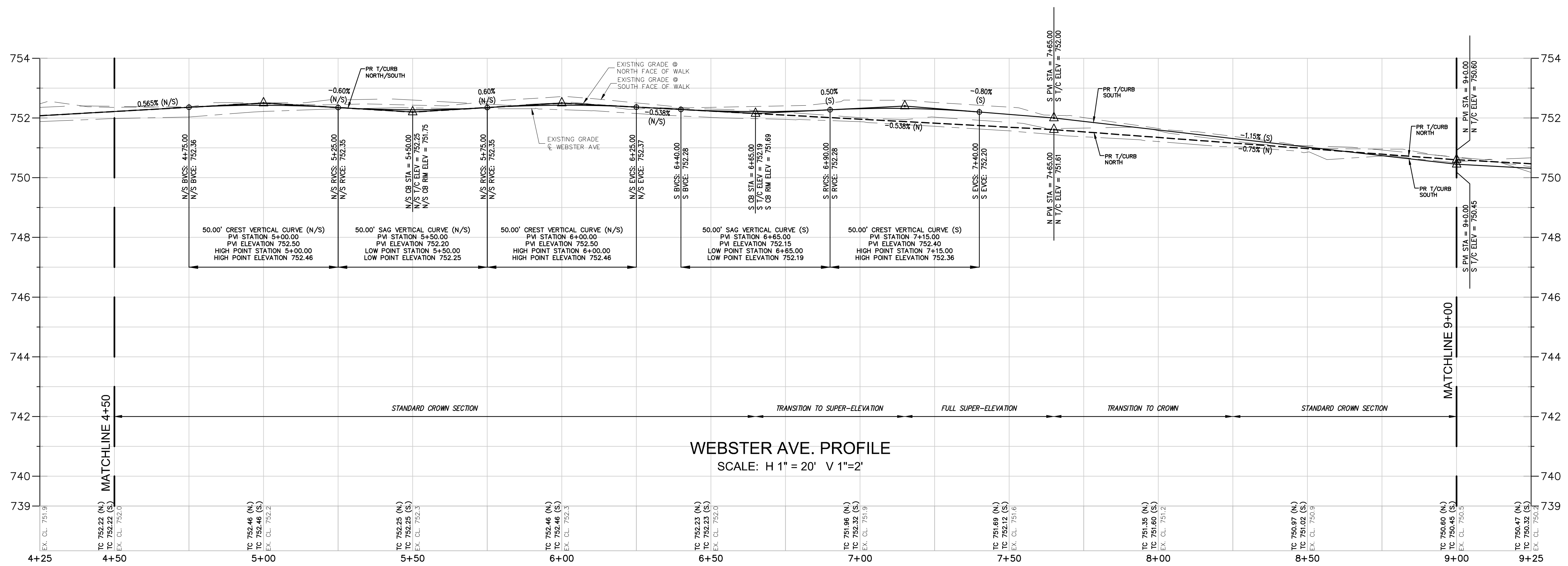
SHEET  
 Grading Plan  
 Webster Avenue  
 Sta. 4+50 to 9+00



REVISIONS  
 02-03-16 City Review  
 02-29-16 Issued for Bids

DRAWN BY:  
 R. Peery  
 DESIGNED BY:  
 P. Tulikangas  
 APPROVED BY:  
 B. Buchholz  
 DATE:  
 12-28-15

SCALE: 1" = 20'  
  
 NFE JOB NO. SHEET NO.  
**1908 C12**



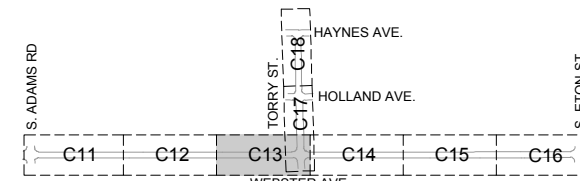
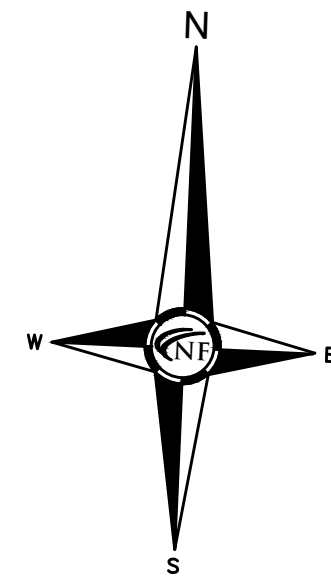
UTILITY NOTE

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LEGEND

- CLEAN-OUT
- MANHOLE
- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- GROUND ELEVATION
- EX. PAVES
- PR. 6" CONC. PAVT. W/ INT. CURB
- PR. 4" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. REPAIR
- PR. ASPH. BUTT JOINT





Key Map

CLIENT



Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Center Section  
31, Town 2 North, Range 11  
East, City of Birmingham,  
Oakland County, Michigan

SHEET  
Grading Plan  
Webster Avenue  
Sta. 9+00 to 13+50



REVISIONS  
02-03-16 City Review  
02-29-16 Issued for Bids

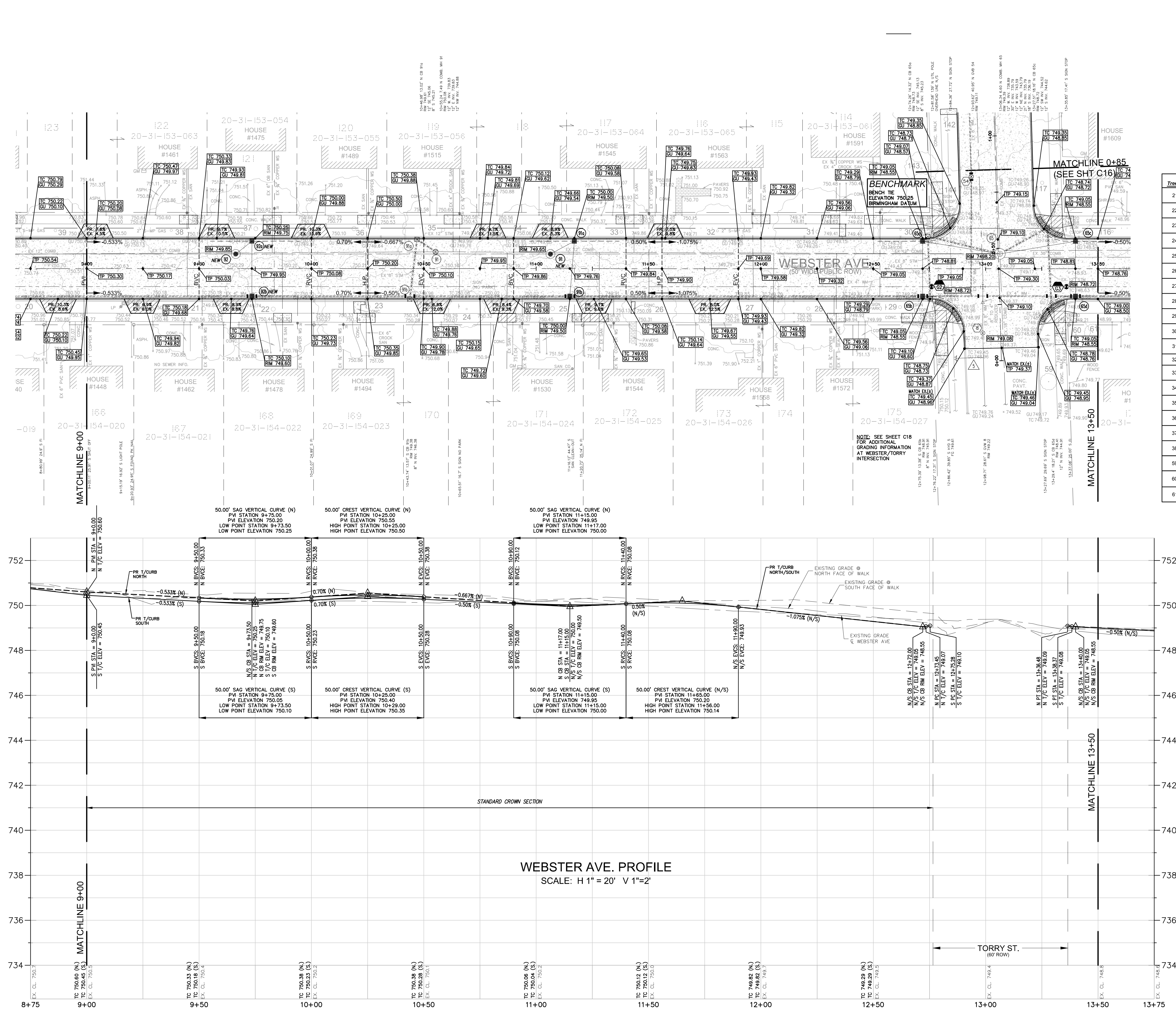
DRAWN BY:  
R. Peery  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz

DATE:  
12-28-15

SCALE: 1" = 20'

NFE JOB NO.  
1908

SHEET NO.  
C13



Tree Information

Tree #	Botanical Name	Common Name	Dia.	Condition	Comments
21	Gleditsia triacanthos	Honeylocust	26	Good	
22	Gleditsia triacanthos	Honeylocust	26	Good	
23	Gleditsia triacanthos	Honeylocust	28	Good	
24	Gleditsia triacanthos	Honeylocust	9	Good	
25	Gleditsia triacanthos	Honeylocust	26	Good	
26	Gleditsia triacanthos	Honeylocust	13	Good	
27	Gleditsia triacanthos	Honeylocust	22	Good	
28	Gleditsia triacanthos	Honeylocust	20	Good	
29	Gleditsia triacanthos	Honeylocust	18	Good	
30	Gleditsia triacanthos	Honeylocust	11	Good	
31	Gleditsia triacanthos	Honeylocust	21	Good	
32	Ulmus americana	American Elm	13	Good	
33	Gleditsia triacanthos	Honeylocust	16	Good	
34	Gleditsia triacanthos	Honeylocust	13	Good	
35	Gleditsia triacanthos	Honeylocust	19	Good	
36	Gleditsia triacanthos	Honeylocust	26	Good	
37	Gleditsia triacanthos	Honeylocust	24	Good	
38	Gleditsia triacanthos	Honeylocust	14	Good	
59	Eucommia ulmoides	Hardy Rubber Tree	4	Good	
60	Picea pungens	Colorado Blue Spruce	7	Good	
61	Tsuga canadensis	Eastern Hemlock	4	Good	

DRIVEWAY SCHEDULE

ADDRESS	WIDTH OF WALK	WIDTH OF CURB	LENGTH OF APRON	AREA (SQ. FT.)	CURB DROP
1462	10.0'	16.0'	6.4'	9.2	1.5"
1475	10.0'	16.0'	6.4'	9.2	1.5"
1484	10.5'	16.5'	6.5'	9.7	1.5"
1530	10.0'	16.0'	6.4'	9.3	1.5"
1544	10.1'	16.1'	6.4'	9.3	1.5"
1558	12.6'	18.6'	6.5'	11.2	1.5"
1481	10.0'	16.0'	6.3'	9.1	1.5"
1475	10.0'	16.0'	6.2'	9.0	1.5"
1489	11.6'	17.6'	6.3'	10.2	1.5"
1515	10.0'	16.0'	6.3'	9.2	1.5"
1545	10.0'	16.0'	6.4'	9.2	1.5"
1563	10.1'	16.1'	6.4'	9.3	1.5"

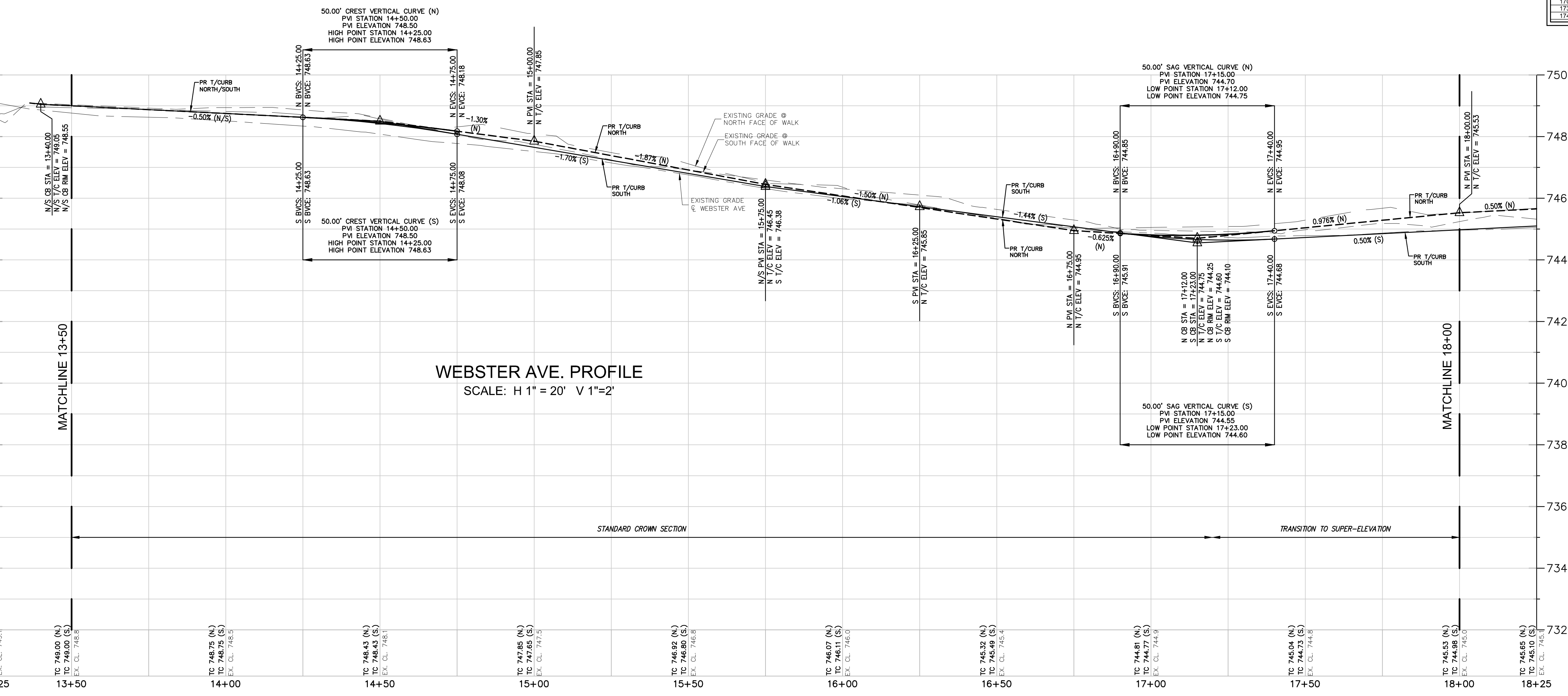
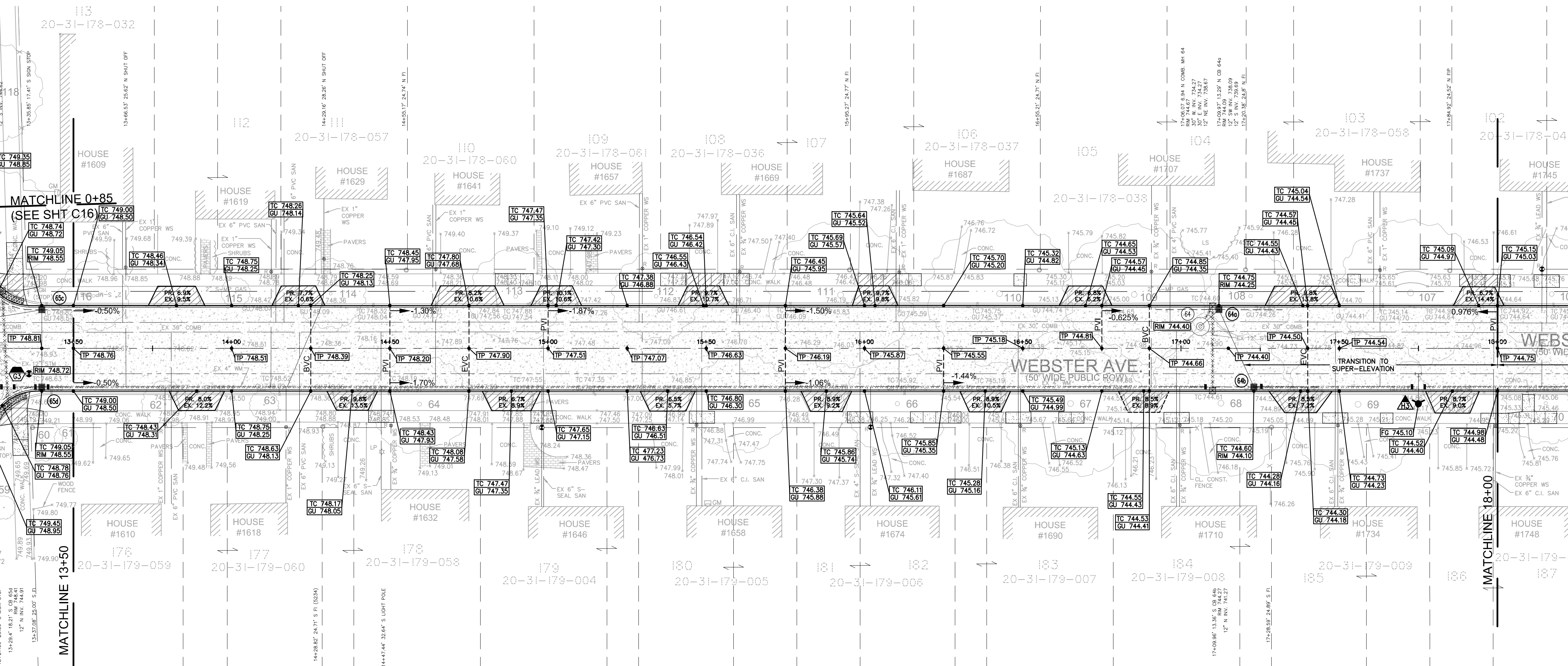
UTILITY NOTE

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LEGEND

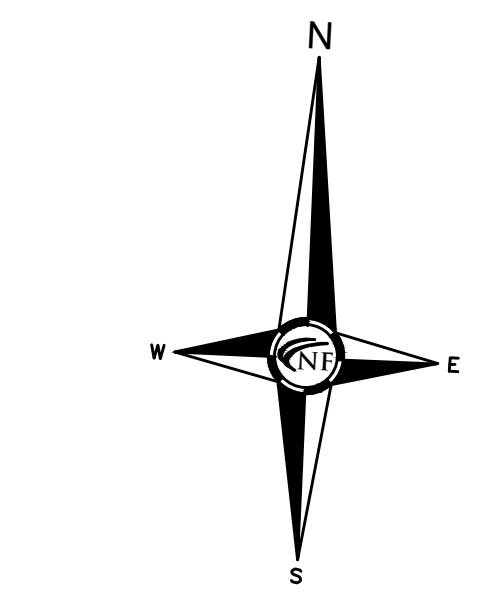
CLEAN-OUT	MANHOLE	EXISTING SAN/COMB SEWER
OVER	OW	EXISTING WATER MAIN
UNDER	OW	EXISTING STORM SEWER
UNDER	OW	EXISTING BURIED CABLES
UNDER	OW	EXISTING GAS MAIN
UNDER	OW	EXISTING VALVE
UNDER	OW	EXISTING LIGHT POLE
UNDER	OW	EXISTING STRAIN POLE
UNDER	OW	EXISTING GUY WIRE
UNDER	OW	EXISTING OVERHEAD LINES
UNDER	OW	EXISTING EX PAVERS
UNDER	OW	EXISTING PR. 8" CONC. PAVT. W/ INT. CURB
UNDER	OW	EXISTING PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
UNDER	OW	EXISTING PR. 4" CONC. SIDEWALK
UNDER	OW	EXISTING PR. FULL-DEPTH ASPH. REPAIR
UNDER	OW	EXISTING SPRINKLER VALVE BOX
UNDER	OW	EXISTING SPRINKLER HEAD
UNDER	OW	EXISTING FOUND PROPERTY MARKER
UNDER	OW	EXISTING GROUND ELEVATION





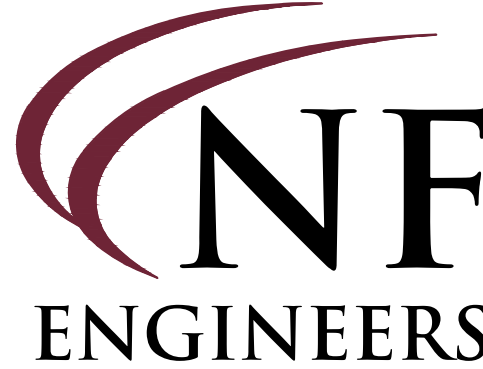
Tree #	Botanical Name	Common Name	Dia.	Condition	Comments
62	Gleditsia triacanthos	Honeylocust	8	Good	
63	Gleditsia triacanthos	Honeylocust	5	Poor	Sparse crown, declining
64	Gleditsia triacanthos	Honeylocust	17	Good	
65	Gleditsia triacanthos	Honeylocust	17	Good	
66	Gleditsia triacanthos	Honeylocust	18	Good	
67	Gleditsia triacanthos	Honeylocust	25	Good	
68	Gleditsia triacanthos	Honeylocust	28	Good	
69	Gleditsia triacanthos	Honeylocust	29	Fair	Ridge crack W side of tree, some decay suspected
107	Gleditsia triacanthos	Honeylocust	26	Good	
108	Gleditsia triacanthos	Honeylocust	15	Good	
109	Acer saccharum	Sugar Maple	24	Good	
110	Ulmus americana	American Elm	40	Good	
111	Gleditsia triacanthos	Honeylocust	28	Fair	Trunk cankers
112	Gleditsia triacanthos	Honeylocust	15	Good	
113	Gleditsia triacanthos	Honeylocust	16	Good	
114	Gleditsia triacanthos	Honeylocust	12	Good	
115	Gleditsia triacanthos	Honeylocust	5	Good	
116	Gleditsia triacanthos	Honeylocust	12	Good	

ADDRESS	WIDTH & WALK	WIDTH @ CURB	LENGTH OF APRON	AREA (SQ)	CURB DROP
1618	11.5'	17.5'	6.1'	8.9	1.5'
1636	10.0'	18.0'	8.0'	8.0	1.5'
1648	12.3'	18.3'	8.2'	10.6	1.5'
1658	13.0'	17.5'	6.3'	10.1	1.5'
1674	10.0'	16.0'	6.0'	9.3	1.5'
1690	10.0'	16.0'	6.6'	9.5	1.5'
1710	10.0'	16.0'	6.7'	9.7	1.5'
1734	10.0'	16.0'	6.8'	11.4	1.5'
1748	11.0'	17.0'	7.0'	10.8	1.5'
1619	11.9'	17.9'	6.1'	10.1	1.5'
1629	10.8'	16.8'	6.2'	9.5	1.5'
1641	17.1'	23.1'	6.3'	14.0	1.5'
1657	10.0'	16.0'	6.3'	9.0	1.5'
1669	10.2'	16.2'	6.2'	9.0	1.5'
1687	8.2'	15.2'	6.2'	9.3	1.5'
1707	11.2'	15.2'	6.2'	9.4	1.5'
1737	11.2'	23.2'	6.1'	14.2	1.5'
1745	10.0'	16.0'	5.9'	8.6	1.5'



**UTILITY NOTE**  
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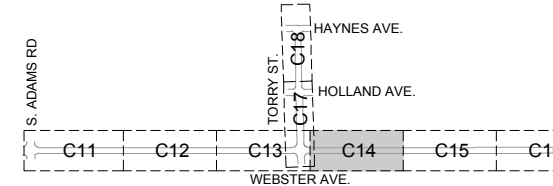
CLEAN-OUT	MANHOLE	EXISTING SAN/COMB SEWER
POLE	MANHOLE	EXISTING WATER MAIN
ELEC. METER	OB. END SECTION	EXISTING STORM SEWER
ELEC. METER	OB. END SECTION	EXISTING BURIED CABLES
ELEC. METER	OB. END SECTION	EXISTING GAS MAIN
UTILITY POLE	STRAN POLE	OVERHEAD LINES
(RECORD) CURB STOP LOCATION (APPROX.)	LANDSCAPE BED	EX. PAVERS
EX. SOIL BORING	PUBLIC PHONE	PR. 8" CONC. PAVT. W/ INT. CURB
WELL	POST/BOLLARD	PR. 4" CONC. SIDEWALK OR DRIVE APPROACH
PARKING METER	MAIL BOX	PR. 4" CONC. SIDEWALK
ROCK/BOULDER	SPRINKLER VALVE BOX	PR. FULL-DEPTH ASPH. REPAIR
SPRINKLER HEAD	FOUND PROPERTY MARKER	JOINT
GROUND ELEVATION		



**CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS**

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

**PROJECT**  
Webster Avenue  
Paving Project  
Contract #4-16(P)



**Key Map**

**CLIENT**  
  
**Engineering Department**  
151 Martin Street  
Birmingham, MI 48012

**PROJECT LOCATION**  
Part of the Center Section  
31, Town 2 North, Range 11  
East, City of Birmingham,  
Oakland County, Michigan

**SHEET**  
Grading Plan  
Webster Avenue  
Sta. 13+50 to 18+00



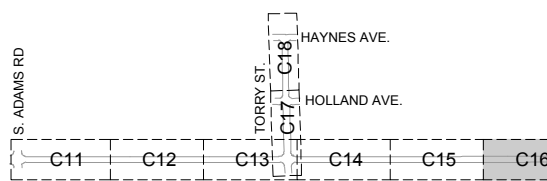
**REVISIONS**  
02-03-16 City Review  
02-29-16 Issued for Bids

**DRAWN BY:**  
R. Peery  
**DESIGNED BY:**  
P. Tulikangas  
**APPROVED BY:**  
B. Buchholz  
**DATE:**  
12-28-15  
**SCALE:** 1" = 20'  
NFE JOB NO. **C14**









Key Map

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**City of Birmingham**  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
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Oakland County, Michigan

SHEET  
Grading Plan  
Webster Avenue  
Sta. 22+50 to P.O.E.



REVISIONS  
02-03-16 City Review  
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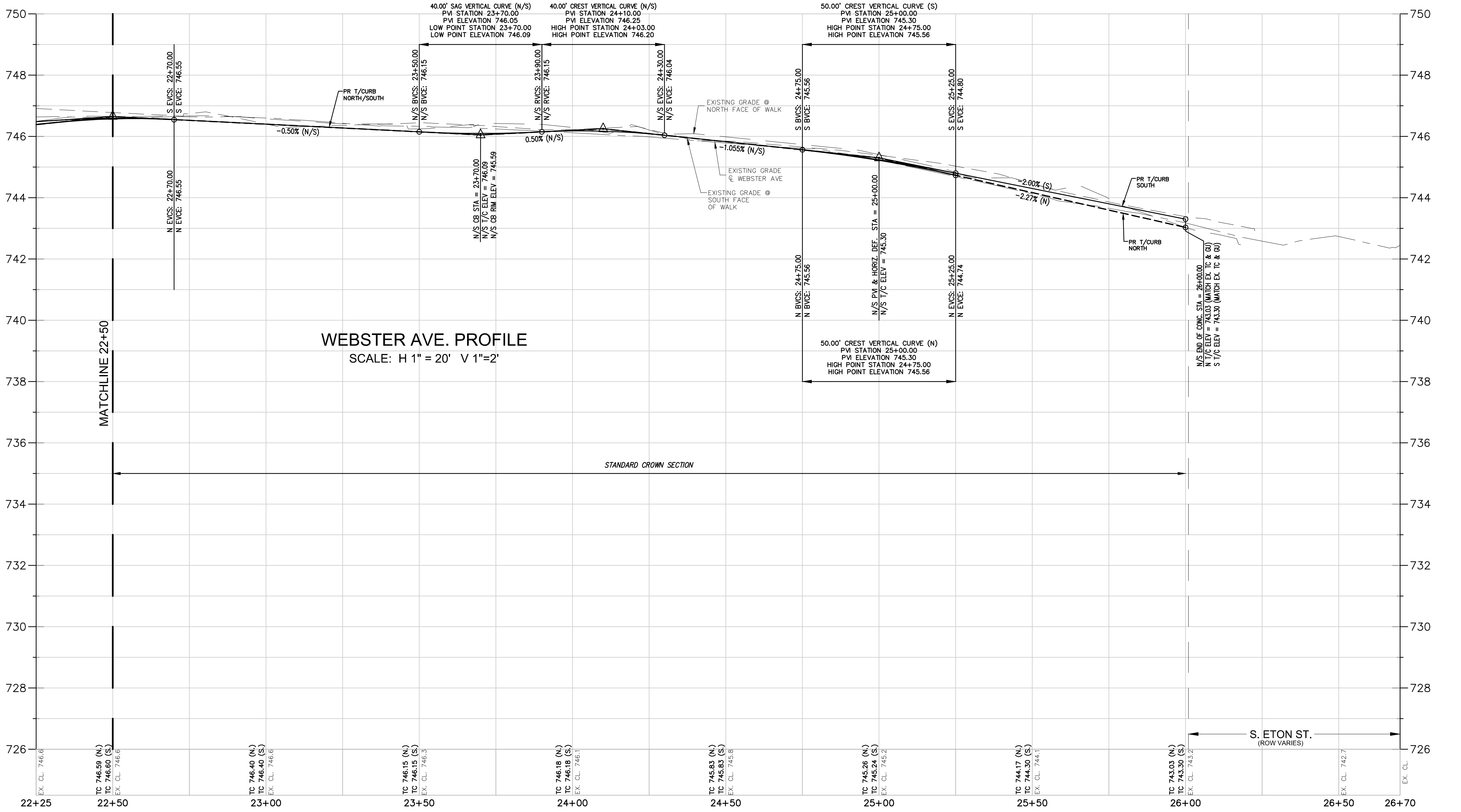
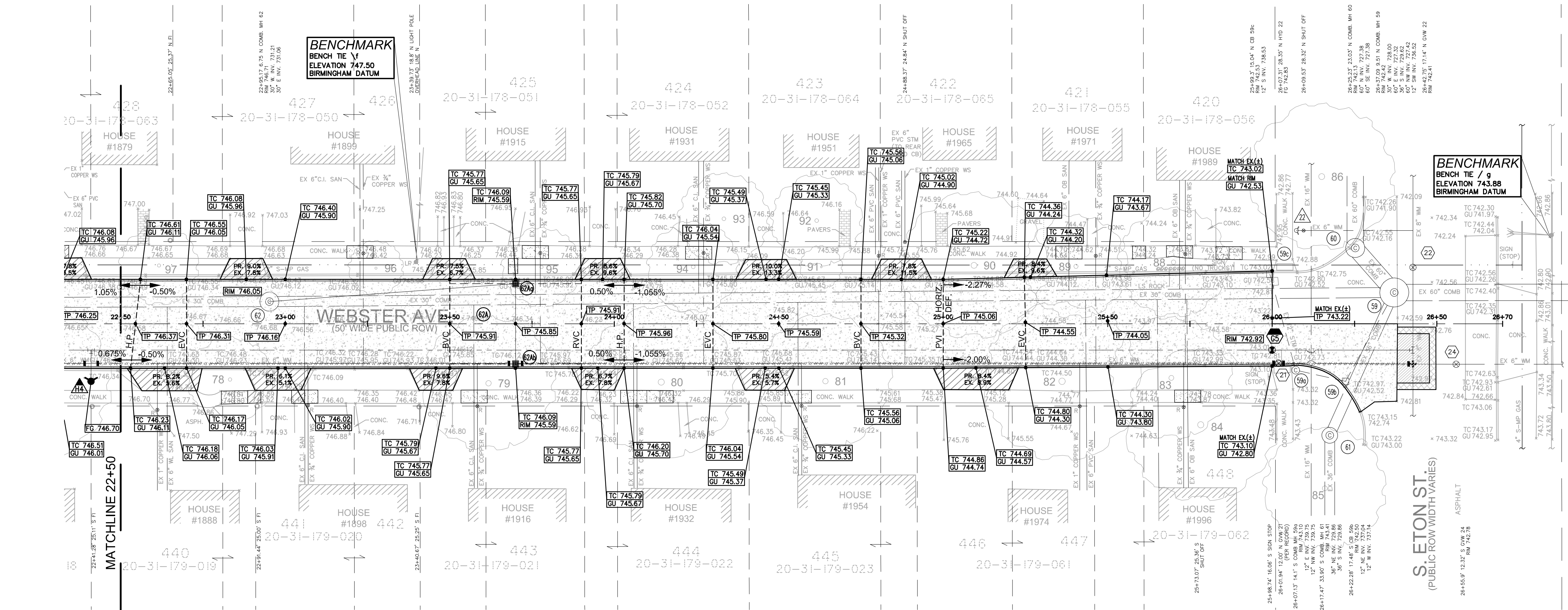
DRAWN BY:  
R. Peery  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
12-28-15  
SCALE: 1" = 20'  
NFE JOB NO. SHEET NO.  
**1908 C16**

Tree #	Botanical Name	Common Name	Dia.	Condition	Comments
78	Gleditsia triacanthos	Honeylocust	14	Good	
79	Acer saccharum	Sugar Maple	22	Good	
80	Gleditsia triacanthos	Honeylocust	32	Good	
81	Quercus macrocarpa	Bur Oak	22	Fair	Some basal trunk decay with insect damage
82	Gleditsia triacanthos	Honeylocust	26	Good	
83	Gleditsia triacanthos	Honeylocust	20	Good	
84	Quercus velutina	Black Oak	44	Good	Weak trunk union
85	Platanus occidentalis	Sycamore	20	Good	
86	Platanus occidentalis	Sycamore	24	Good	
87		No tree with this number			
88	Gleditsia triacanthos	Honeylocust	18	Good	
89	Gleditsia triacanthos	Honeylocust	17	Good	
90	Gleditsia triacanthos	Honeylocust	24	Good	
91	Ulmus americana	American Elm	7	Good	
92	Gleditsia triacanthos	Honeylocust	15	Good	
93	Picea pungens	Colorado Blue Spruce	15	Fair	Unidentified needle blight
94	Gleditsia triacanthos	Honeylocust	15	Good	
95	Ulmus americana	American Elm	13	Good	
96	Zelkova serrata	Japanese Zelkova	9	Good	
97	Gleditsia triacanthos	Honeylocust	13	Good	

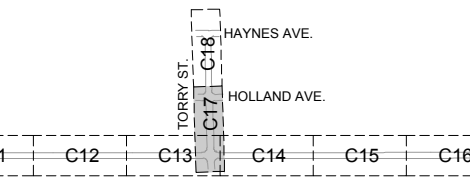
DRIVEWAY SCHEDULE					
ADDRESS	WIDTH @ WALK	WIDTH @ CURB	LENGTH OF APRON	AREA (SQ)	CURB DROP
1888	16.8'	22.8'	6.8'	15.0	1.5"
1889	13.8'	19.8'	6.7'	12.8	1.5"
1916	10.2'	16.2'	6.7'	8.8	1.5"
1932	10.0'	16.0'	6.6'	9.5	1.5"
1954	12.0'	18.0'	6.7'	11.1	1.5"
1974	20.0'	26.0'	6.6'	16.8	1.5"
1880	10.1'	16.1'	6.3'	9.2	1.5"
1915	10.0'	16.0'	6.3'	9.1	1.5"
1931	10.8'	16.8'	6.3'	9.7	1.5"
1951	12.4'	18.4'	6.0'	10.3	1.5"
1965	12.3'	18.3'	6.2'	10.4	1.5"
1971	10.0'	16.0'	5.5'	8.0	1.5"

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LEGEND	
CLEAN-OUT	EXISTING SAN/COMB SEWER
MANHOLE	EXISTING WATER MAIN
OB	EXISTING STORM SEWER
OB END SECTION	EXISTING BURIED CABLES
HYDRANT	EXISTING GAS MAIN
OVERHEAD LINES	
(RECORD) CURB STOP LOCATION (APPROX.)	EX. PAVERS
LANDSCAPE BED	PR. 8" CONC. PAVT. W/ INT. CURB
EX. SOIL BORING	PR. 4" CONC. SIDEWALK OR DRIVE APPROACH
PUBLIC PHONE	PR. 4" CONC. SIDEWALK
WELL	PR. FULL-DEPTH ASPH. REPAIR
PUMP SIGN	PR. ASPH. BUTT JOINT
POST/BOLLARD	
PARKING METER	
MAIL BOX	
ROCK/BOULDER	
SPRINKLER VALVE BOX	
SPRINKLER HEAD	
FOUND PROPERTY MARKER	
GROUND ELEVATION	







Key Map

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Engineering Department  
151 Martin Street  
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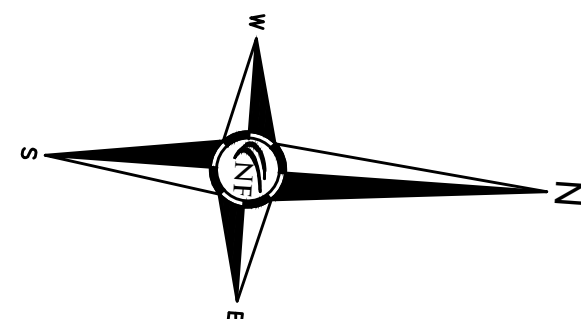
SHEET  
Grading Plan  
Torry Street  
Sta. P.O.B. to 3+75



811  
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Call before you dig.

REVISIONS  
02-03-16 City Review  
02-29-16 Issued for Bids

DRAWN BY:  
R. Peery  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
12-28-15  
SCALE: 1" = 20'  
NFE JOB NO. SHEET NO.  
**1908 C17**



Tree Information

Tree #	Botanical Name	Common Name	Dia.	Condition	Comments
117	Gleditsia triacanthos	Honeylocust	20	Good	
118	Acer platanoides	Norway Maple	17	Fair	Sparse crown with branch stub decay
119	Fraxinus americana	White Ash	13	Poor	Ash flower gall, some Emerald Ash Borer
120	Liriodendron tulipifera	Tuliptree	8	Good	
121	Celtis occidentalis	Northern Hackberry	9	Fair	Lg trunk scar from previous limb failure, wood exposed, decay beg
122	Fraxinus americana	White Ash	11	Poor	Emerald Ash Borer
133	Platanus occidentalis	Sycamore	14	Fair	Severely pruned for utility line clearance
134	Pinus resinosa	Red Pine	14	Good	
135	Acer saccharum	Sugar Maple	20	Good	
136	Acer rubrum	Red Maple	8	Good	
137	Acer rubrum	Red Maple	12	Fair	Some limb deadwood & dieback
138	Ulmus americana	American Elm	7	Good	
139	Platanus occidentalis	Sycamore	14	Good	
140	Acer platanoides	Norway Maple	15	Fair	Severely pruned for utility line clearance
141	Syringa reticulata	Japanese Tree Lilac	3	Good	
142	Acer platanoides	Norway Maple	26	Fair	Severely pruned for utility line clearance
143	Picea pungens	Colorado Blue Spruce	8	Good	
144	Picea pungens	Colorado Blue Spruce	8	Good	

DRIVEWAY SCHEDULE

ADDRESS	WIDTH OF WALK	WIDTH OF CURB	LENGTH OF APRON	AREA (SQ)	CURB DROP
1614 HOLLAND	11.4'	17.4'	7.4'	11.8	1.5"
1591 WEBSTER	10.7'	18.0'	7.6'	11.0	1.5"
1609 WEBSTER	19.8'	25.8'	7.5'	19.0	1.5"

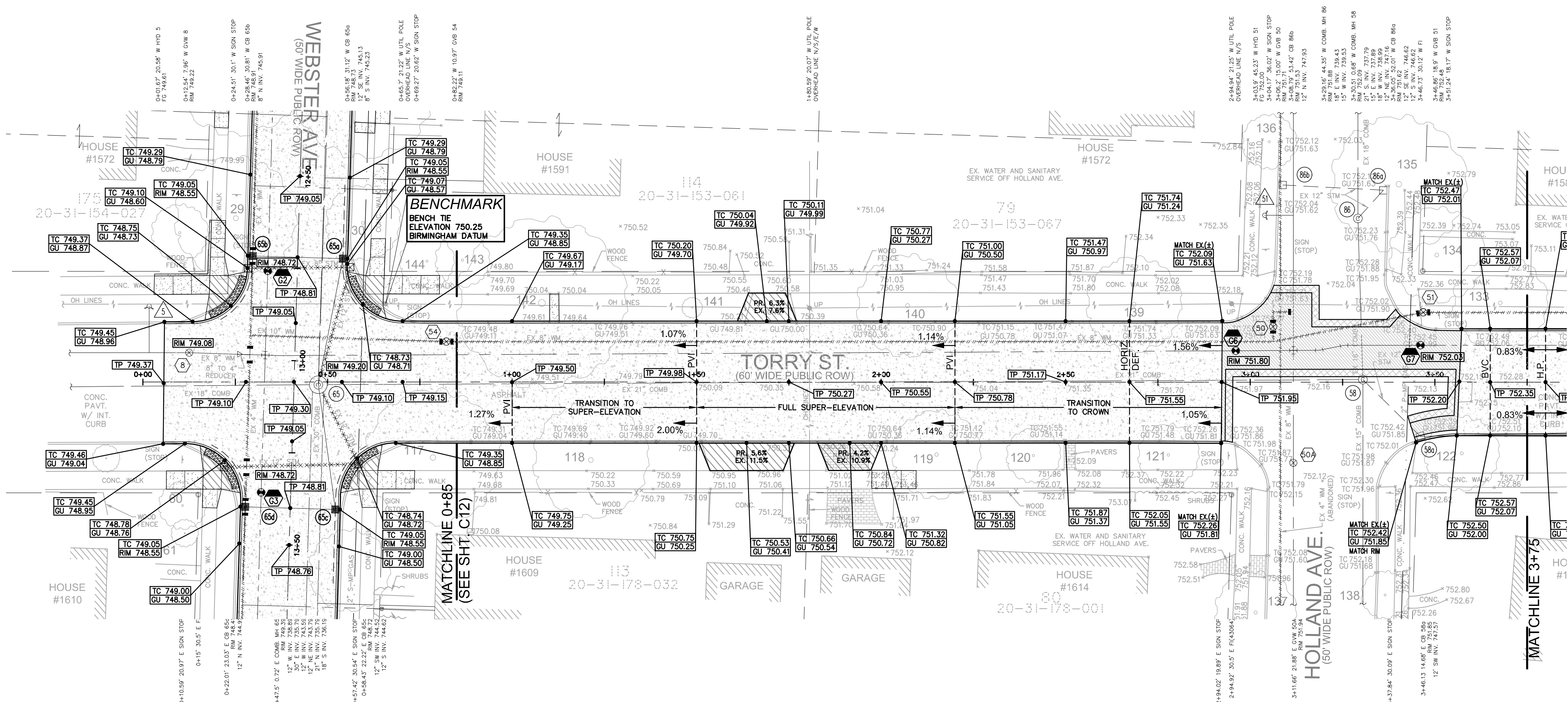
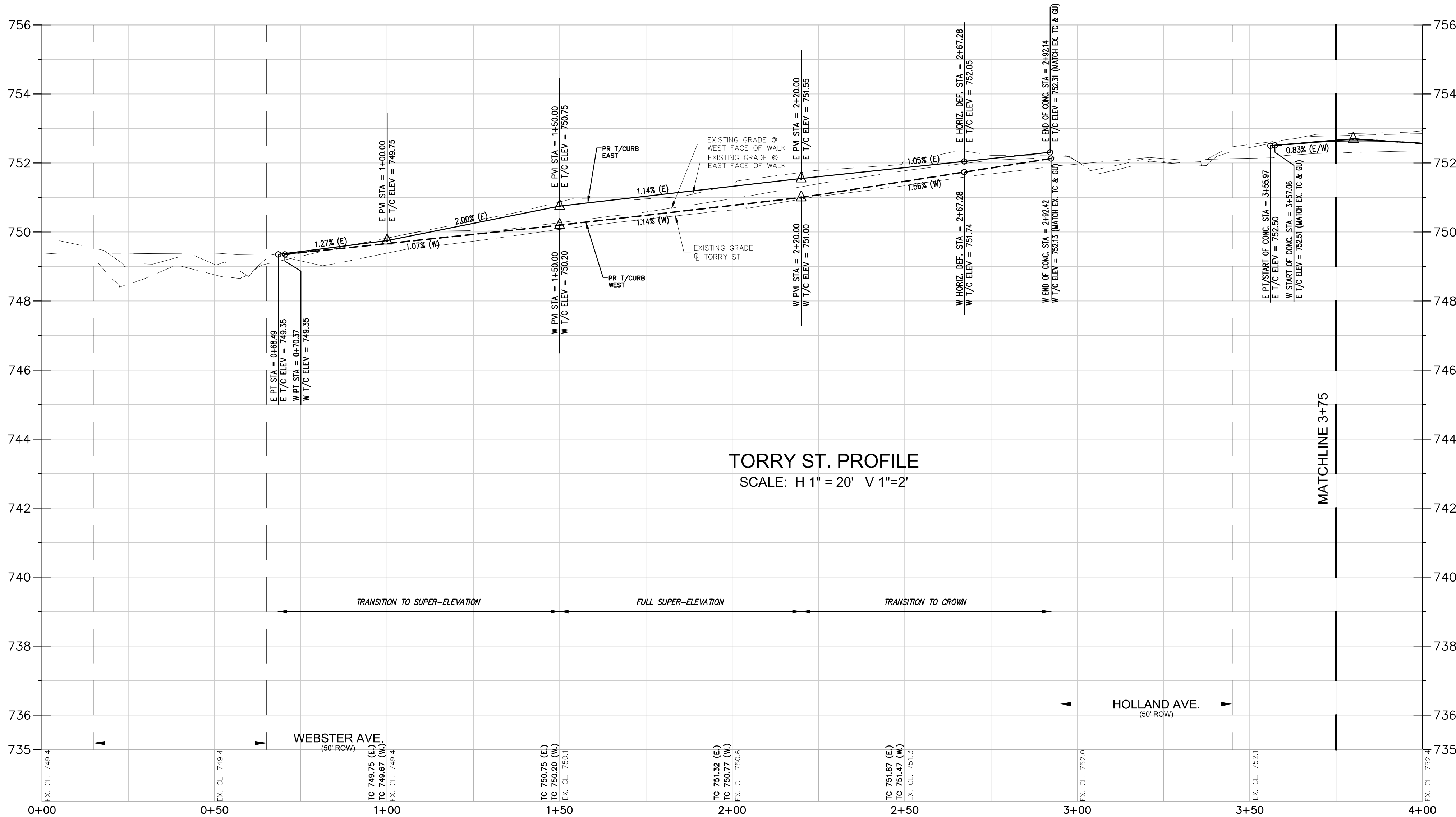
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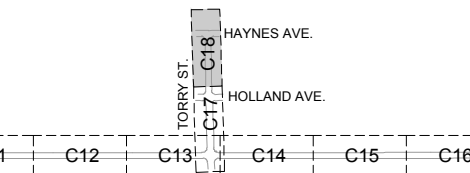
LEGEND

CLEAN-OUT	MANHOLE	EXISTING SAN/COMB SEWER
OVER	OVER	EXISTING WATER MAIN
OVER	OVER	EXISTING STORM SEWER
OVER	OVER	EXISTING BURIED CABLES
OVER	OVER	EXISTING GAS MAIN
OVER	OVER	OVERHEAD LINES
OVER	OVER	EX PAVERS
OVER	OVER	PR. 8" CONC. PAVT. W/ INT. CURB
OVER	OVER	PR. 4" CONC. SIDEWALK OR DRIVE APPROACH
OVER	OVER	PR. 4" CONC. SIDEWALK
OVER	OVER	PR. FULL-DEPTH ASPH. REPAIR
OVER	OVER	PR. ASPH. BUTT JOINT
OVER	OVER	PR. 4" CONC. SIDEWALK OR DRIVE APPROACH
OVER	OVER	PR. 4" CONC. SIDEWALK
OVER	OVER	PR. FULL-DEPTH ASPH. REPAIR
OVER	OVER	PR. ASPH. BUTT JOINT

TORRY ST. PROFILE  
SCALE: H 1" = 20' V 1" = 2'







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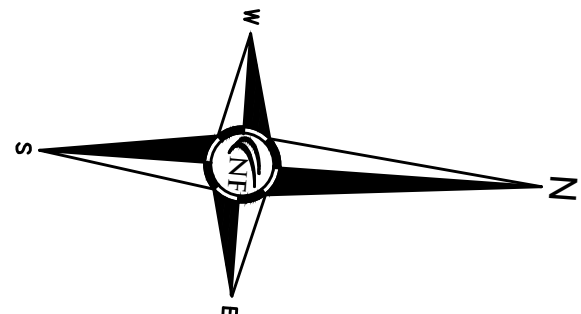
SHEET  
Grading Plan  
Torry Street  
Sta. 3+75 to P.O.E.



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REVISIONS  
02-03-16 City Review  
02-29-16 Issued for Bids

DRAWN BY:  
R. Peery  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
12-28-15  
SCALE: 1" = 20'  
NFE JOB NO. SHEET NO.  
**1908 C18**



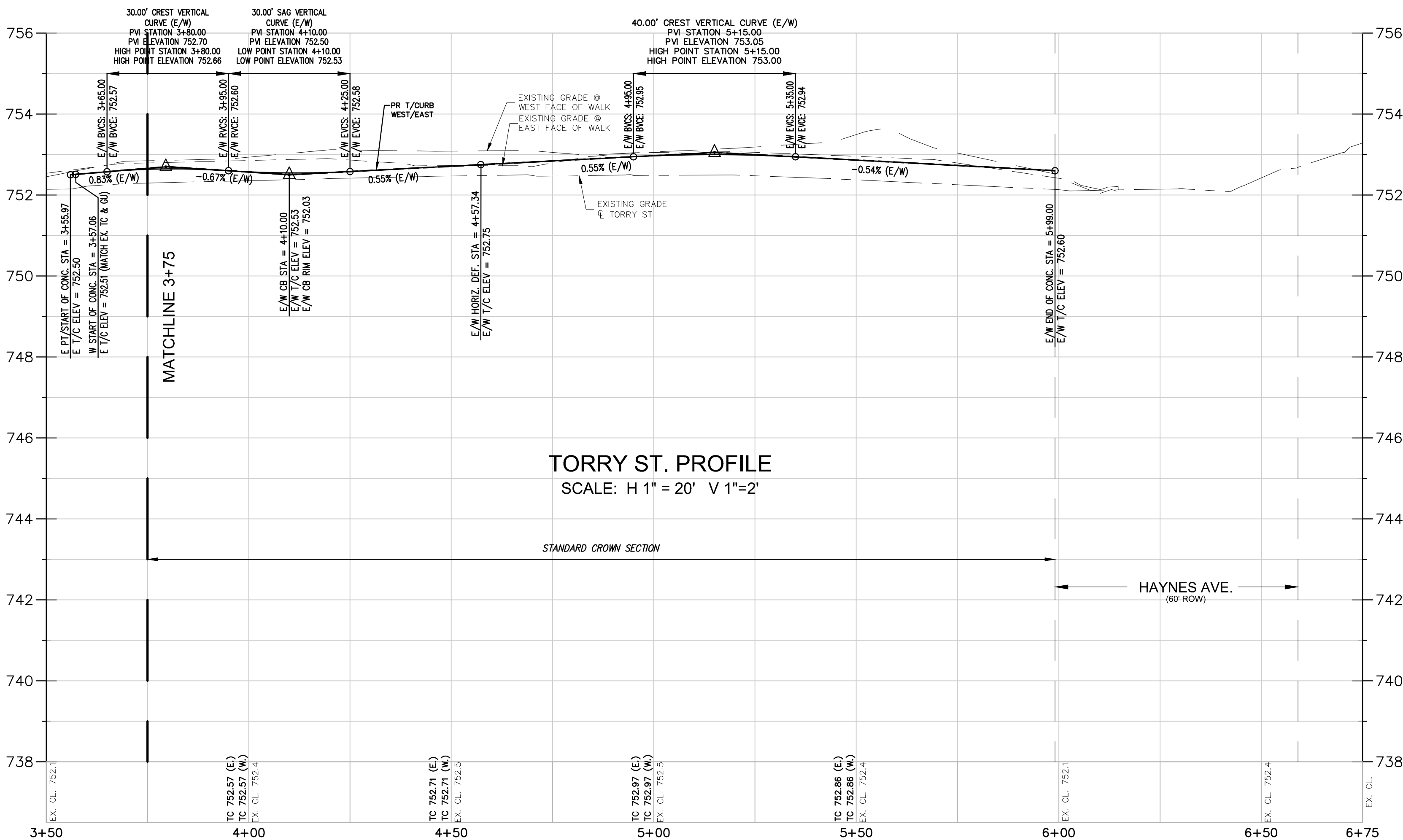
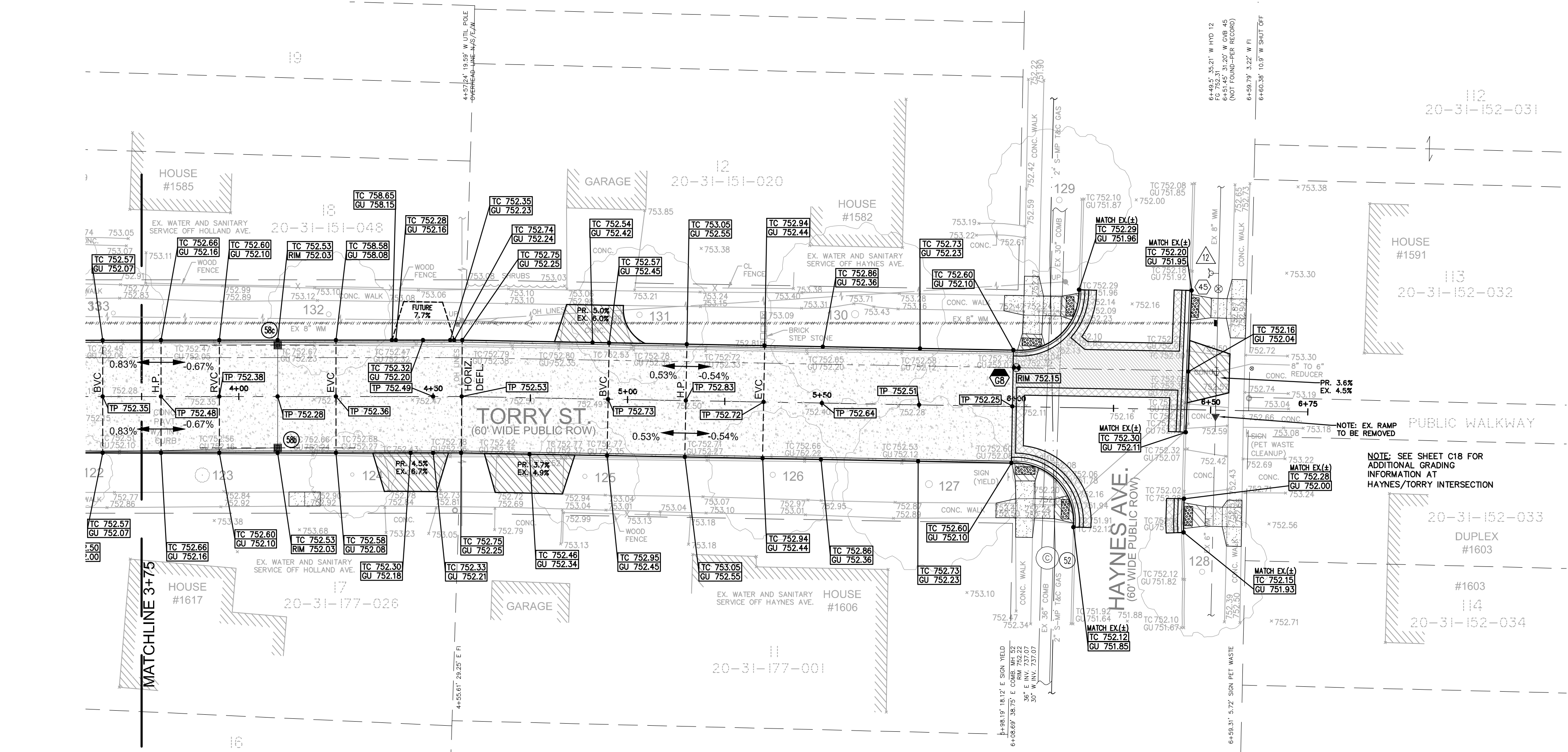
Tree Information

Tree #	Botanical Name	Common Name	Dia.	Condition	Comments
123	Pyrus calleryana	Bradford Pear	2	Good	
124	Fraxinus americana	White Ash	12	Poor	Emerald Ash Borer
125	Platanus occidentalis	Sycamore	15	Good	
126	Platanus occidentalis	Sycamore	18	Good	
127	Platanus occidentalis	Sycamore	24	Good	
128	Ginkgo biloba	Ginko	18	Good	
129	Ginkgo biloba	Ginko	20	Good	
130	Ulmus americana	American Elm	35	Good	
131	Crataegus spp.	Hawthorn	19	Good	
132	Platanus occidentalis	Sycamore	17	Fair	Severely pruned for utility line clearance

DRIVEWAY SCHEDULE

ADDRESS	WIDTH @ WALK	WIDTH @ CURB	LENGTH OF APRON	AREA (SQ.)	CURB DROP
1517 HOLLAND	13.0'	19.5'	9.0'	18.1	1.5'
1506 HAYNES	17.3'	23.3'	10.0'	22.6	1.5'
1582 HAYNES	14.6'	23.4'	9.7'	18.9	1.5'
1591 HAYNES	10.0'	16.0'	10.4'	15.2	1.5'
1585 HOLLAND					

NOTE: THERE IS NOT AN APPROACH PROPOSED AT 1585 HOLLAND FOR THIS PROJECT. PROVIDE CURB DROP IN WEST CURB PER GRADING PLAN TO ACCOMMODATE FUTURE APPROACH.



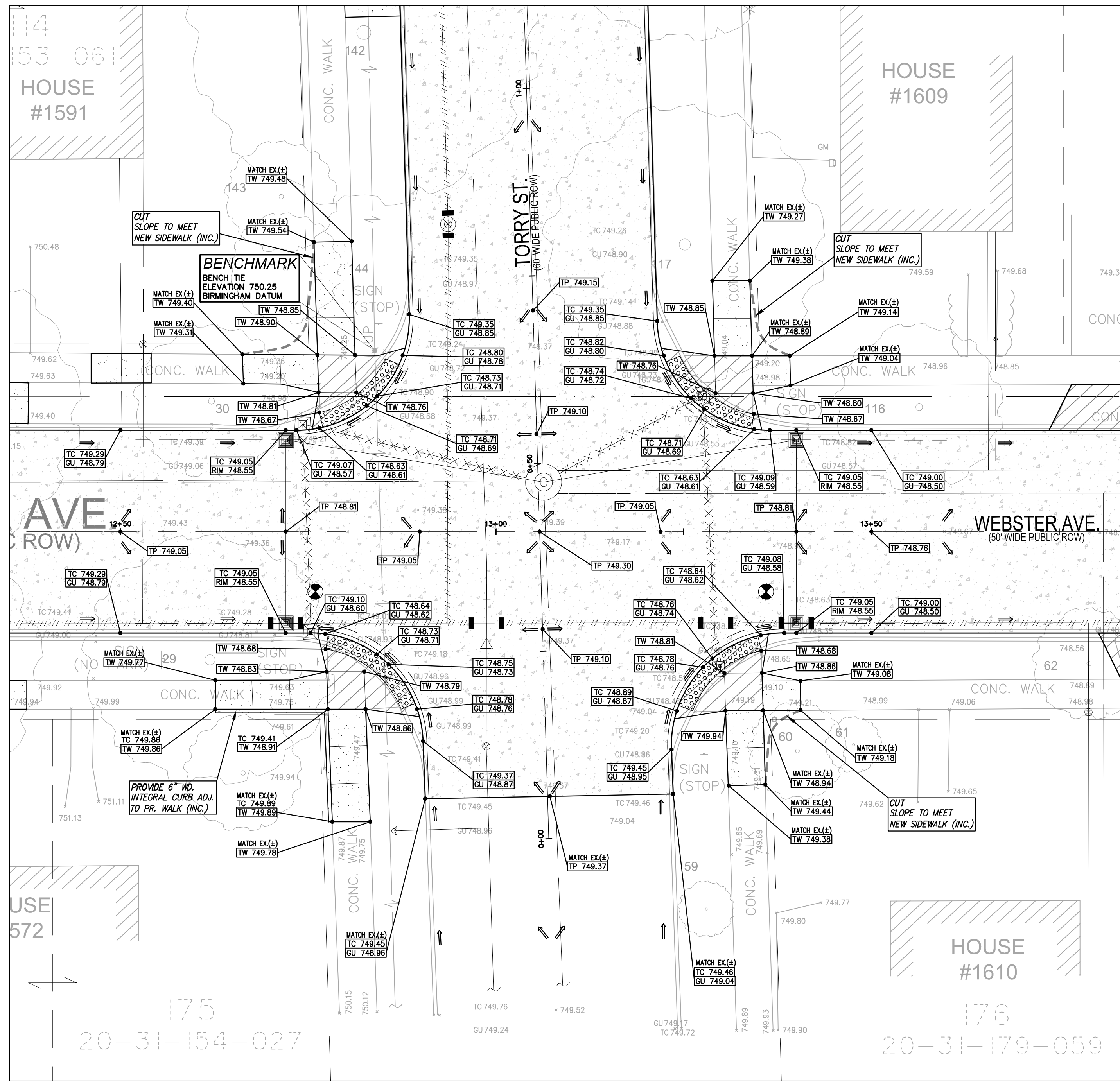
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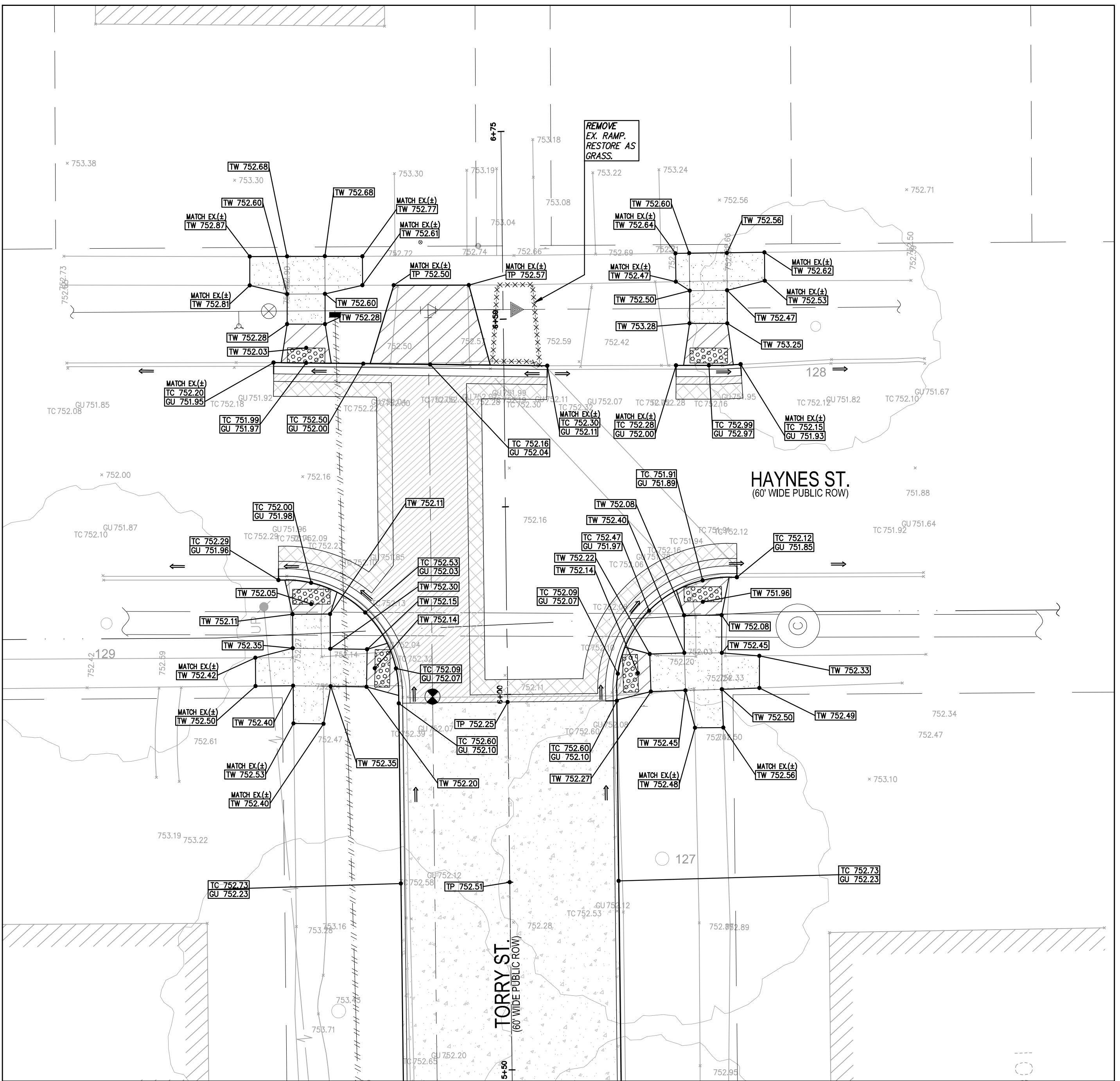
LEGEND

CLEAN-OUT	MANHOLE	EXISTING SAN/COMB SEWER
POPE	MANHOLE	EXISTING WATER MAIN
ELEC. METER	OB. END SECTION	EXISTING STORM SEWER
GAS METER	TURNPIKE	EXISTING BURIED CABLES
GAS MARKER	GAS VALVE	EXISTING GAS MAIN
UTILITY POLE	LIGHT POLE	OVERHEAD LINES
STRAIN POLE	GUY WIRE	
(RECORD) CURB STOP LOCATION (APPROX.)		
LANDSCAPE BED		
EX. SOIL BORING		
PUBLIC PHONE		
WELL		
PUMP		
SIGN		
POST/BOLLARD		
PARKING METER		
MAIL BOX		
ROCK/BOULDER		
SPRINKLER VALVE BOX		
SPRINKLER HEAD		
FOUND PROPERTY MARKER		
GROUND ELEVATION		





WEBSTER AVENUE & TORRY STREET  
INTERSECTION GRADING DETAIL



HAYNES STREET & TORRY STREET  
INTERSECTION GRADING DETAIL



CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

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

PROJECT  
Webster Avenue  
Paving Project  
Contract #4-16(P)

CLIENT  
 City of Birmingham  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
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31, Town 2 North, Range 11  
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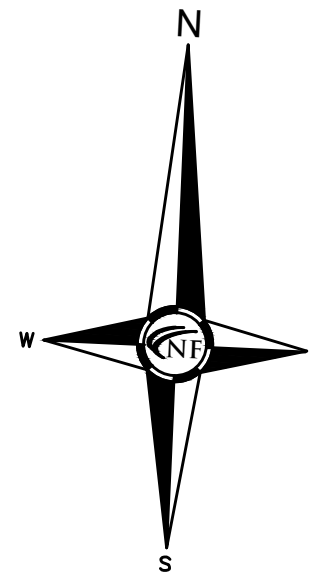
SHEET  
Grading Plan  
Intersection Grading Details



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REVISIONS  
02-29-16 Issued for Bids

DRAWN BY:  
R. Peery  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
12-28-15  
SCALE: 1" = 10'  
NFE JOB NO. SHEET NO.  
1908 C19



UTILITY NOTE  
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MANHOLE	EXISTING WATER MAIN
OB	EXISTING STORM SEWER
OB END SECTION	EXISTING BURIED CABLES
ELEC. METER	EXISTING GAS MAIN
GAS METER	OVERHEAD LINES
GAS MARKER	EX. PAVERS
UTILITY POLE	PR. 8" CONC. PAVT. W/ INT. CURB
STRAIN POLE	PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
(RECORD) CURB STOP LOCATION (APPROX.)	PR. 4" CONC. SIDEWALK
LANDSCAPE BED	PR. FULL-DEPTH ASPH. REPAIR
EX. SOIL BORING	PR. ASPH. BUTT JOINT
PUBLIC PHONE	
WELL	
PUMP	
SIGN	
POST/BOLLARD	
PARKING METER	
MAIL BOX	
ROCK/BOULDER	
SPRINKLER VALVE BOX	
SPRINKLER HEAD	
FOUND PROPERTY MARKER	
GROUND ELEVATION	





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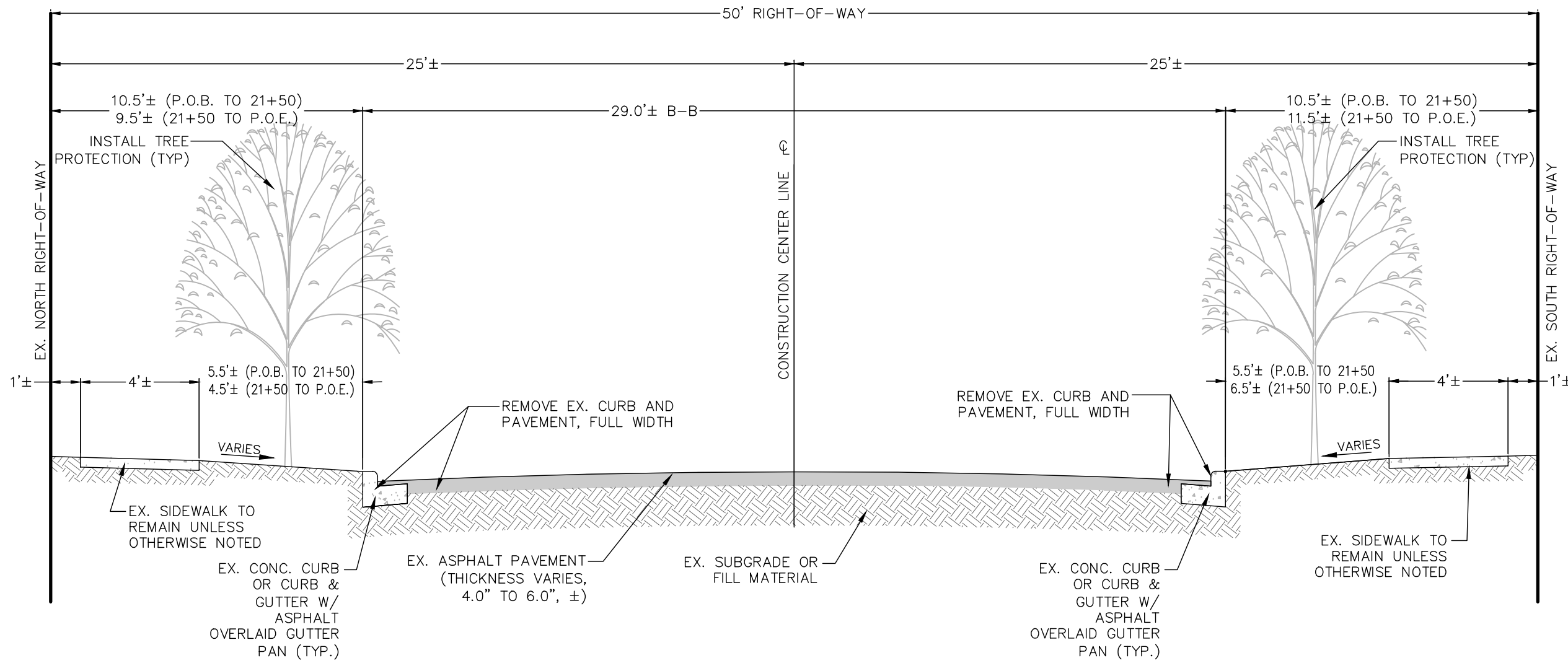
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Existing Cross-Sections



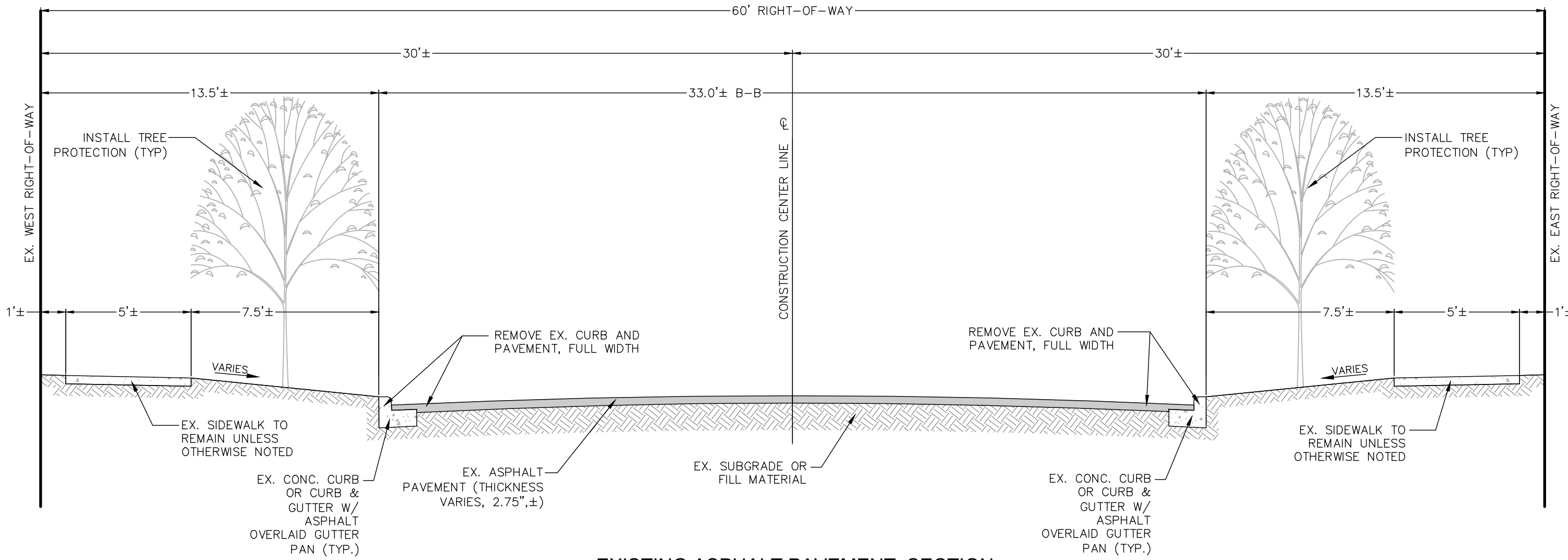
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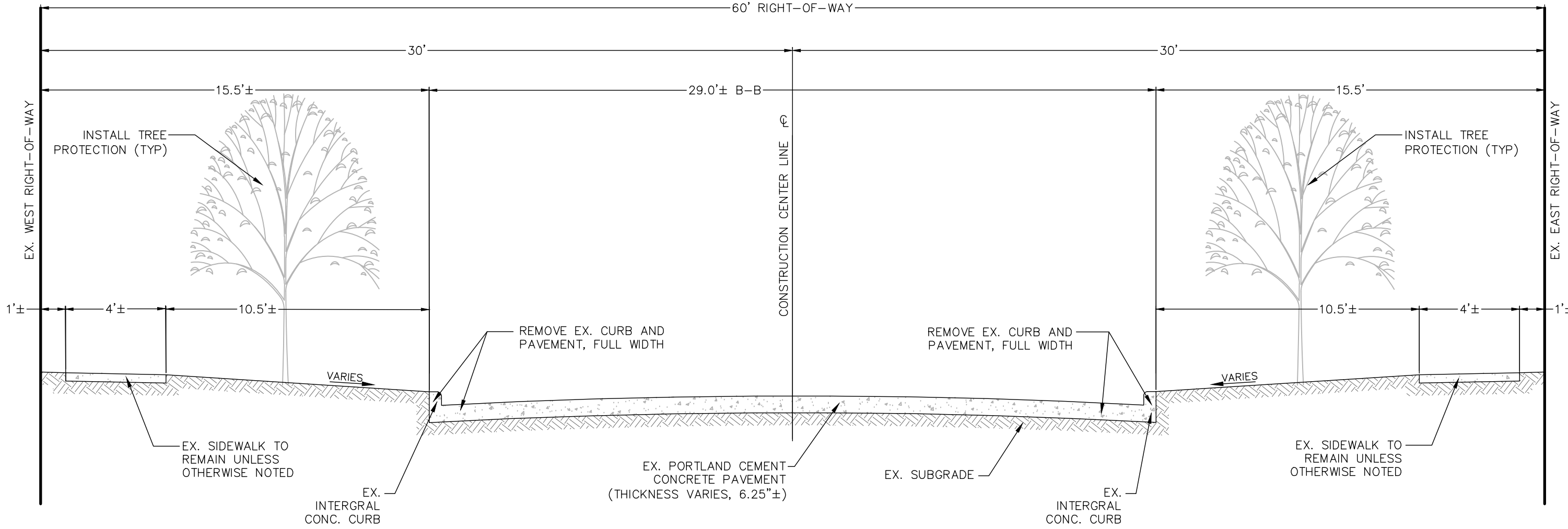
DRAWN BY:  
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APPROVED BY:  
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DATE:  
12-28-15  
SCALE: 1" = 20'  
20 10 0 10 20 30  
NFE JOB NO. SHEET NO.  
1908 C20



EXISTING ASPHALT PAVEMENT SECTION  
SCALE: 1"=4'  
WEBSTER AVENUE  
APPLIES TO: STA P.O.B. TO P.O.E.

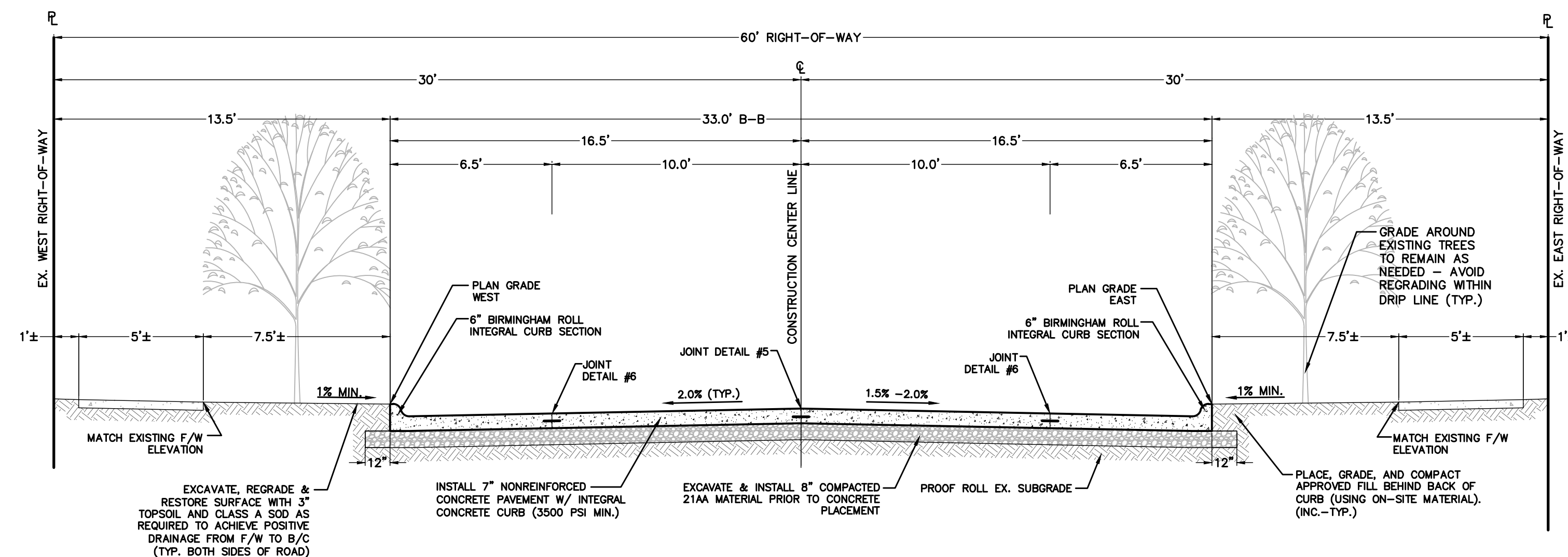


EXISTING ASPHALT PAVEMENT SECTION  
SCALE: 1"=4'  
TORRY STREET  
APPLIES TO: P.O.B. TO STA 2+92 (APPROX.)



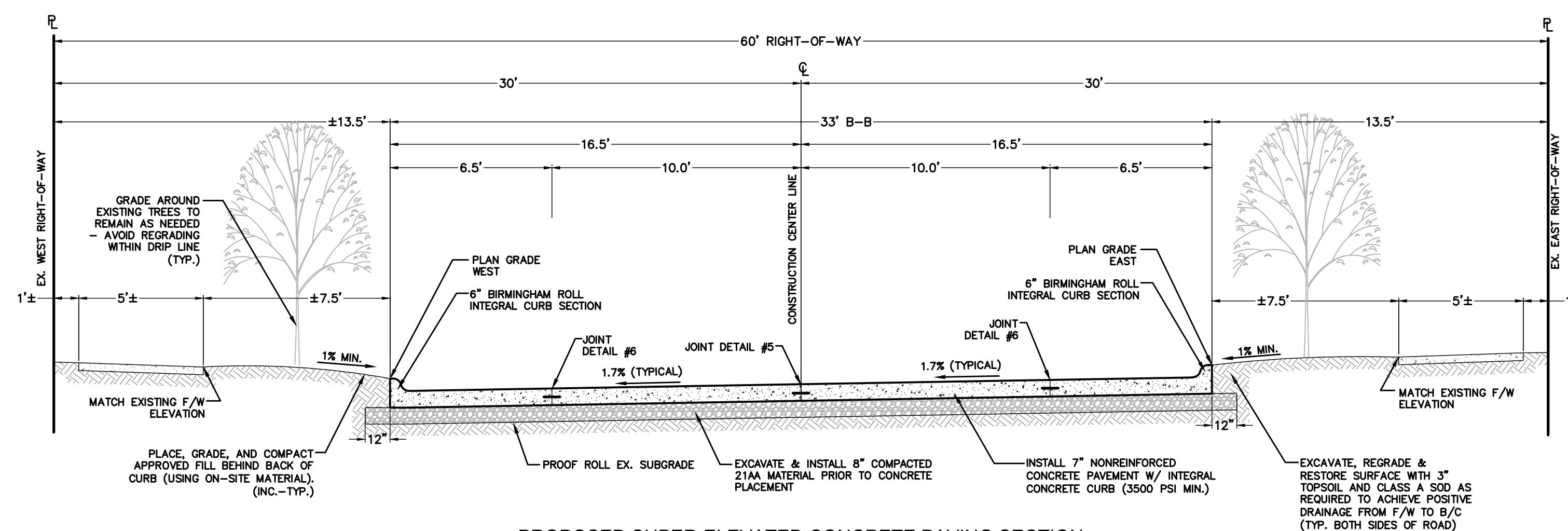
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N.T.S.  
TORRY STREET  
APPLIES TO: 3+56 (APPROX.) TO STA 6+00 (APPROX.)





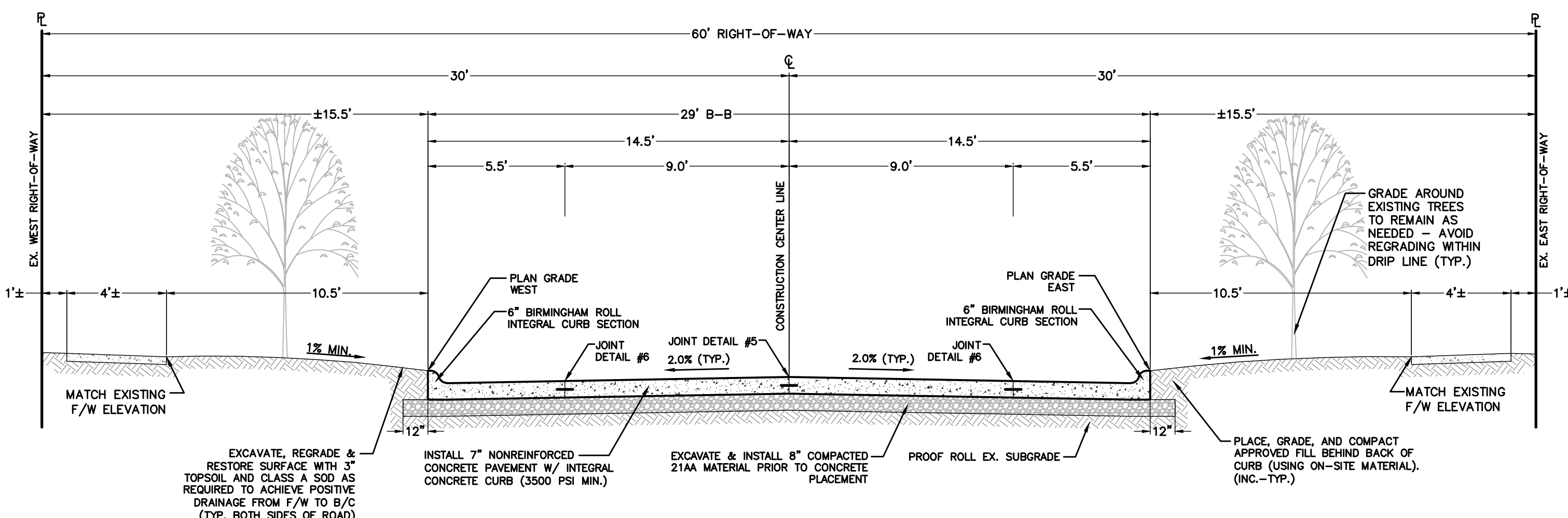
PROPOSED CROWN CONCRETE PAVING SECTION

SCALE: 1"=4'  
TORREY STREET  
APPLIES TO: P.O.B. TO 1+00



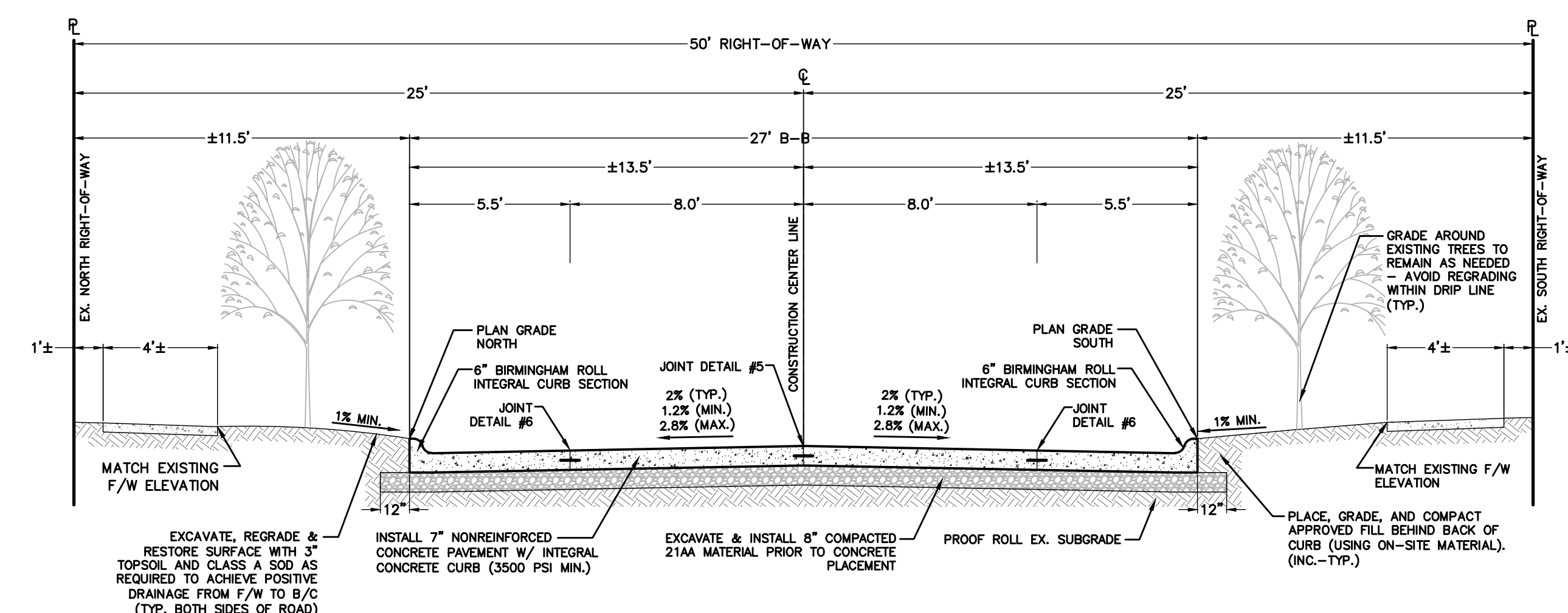
PROPOSED SUPER-ELEVATED CONCRETE PAVING SECTION

SCALE: 1"=4'  
TORREY STREET  
APPLIES TO: STA. 1+50 TO 2+20  
TRANSITION CROSS-SECTION APPLIES BETWEEN:  
• 1+00 TO 1+50 (TRANSITION FROM CROWN TO SUPER-ELEVATION)  
• 2+20 TO 2+92 (APPROX.) (TRANSITION FROM SUPER-ELEVATION TO CROWN)



PROPOSED CROWN CONCRETE PAVING SECTION

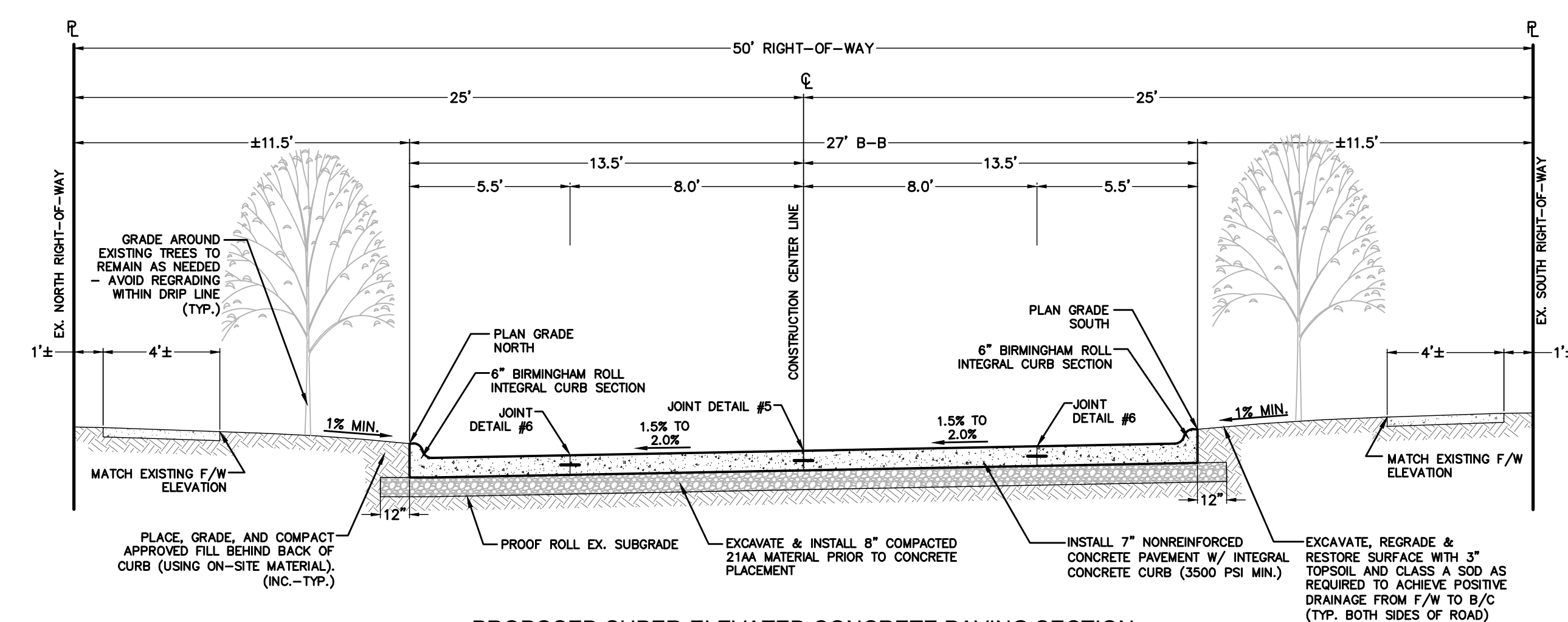
SCALE: 1"=4'  
TORREY STREET  
APPLIES TO: STA. 3+56 (APPROX.) TO STA. 5+99 (APPROX.)  
HORIZONTAL DEFLECTION OCCURS AAT STA. 4+57.34  
HORIZONTAL TRANSITION TO FROM EX. ROAD WIDTH TO 29' B-B WIDTH OCCURS BETWEEN STA. 3+56 (APPROX.) AND STA. 3+82 (APPROX.).



PROPOSED CROWN CONCRETE PAVING SECTION

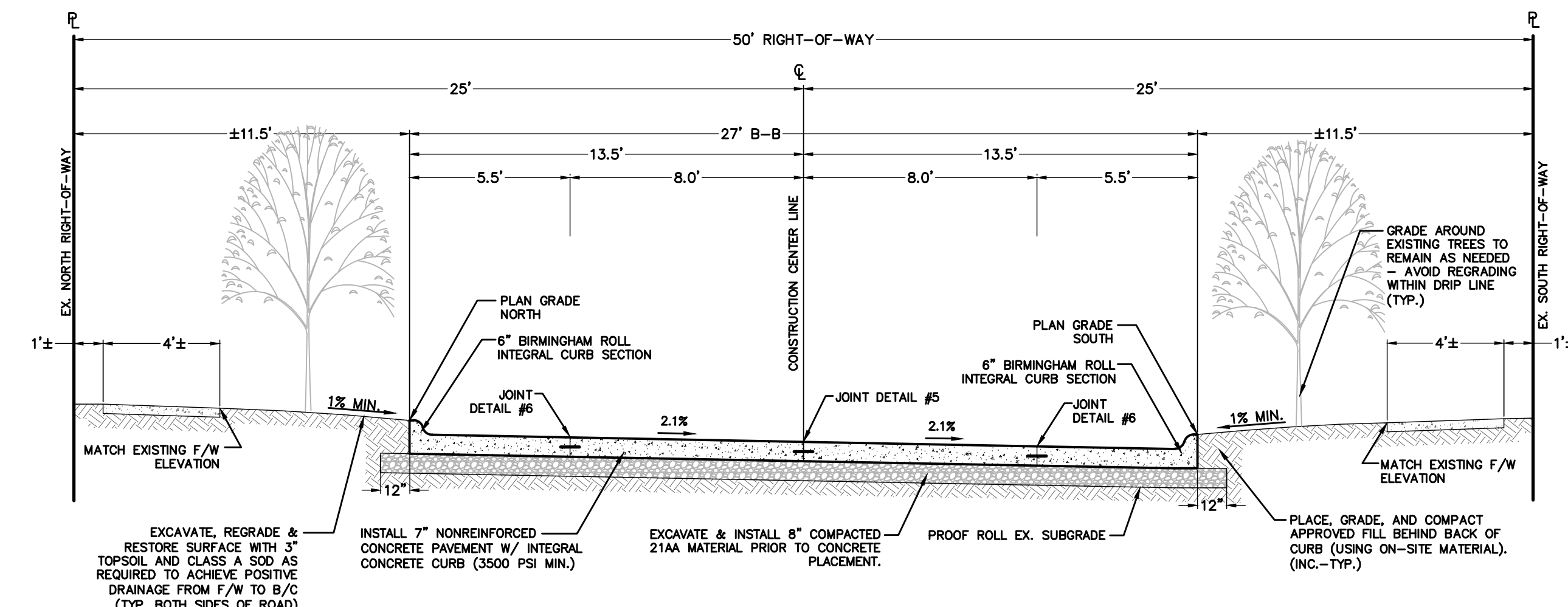
SCALE: 1"=4'  
WEBSTER AVENUE  
APPLIES TO: P.O.B. TO 6+65  
8+25 TO 17+15  
20+15 TO P.O.E.

HORIZONTAL TRANSITION TO FROM EX. ROAD WIDTH TO 27' B-B WIDTH OCCURS BETWEEN STA. 0+43.5 AND STA. 0+93.5. HORIZONTAL TRANSITION FROM 27' B-B WIDTH TO EX. ROAD WIDTH OCCURS BETWEEN STA. 25+00 AND 26+00.



PROPOSED SUPER-ELEVATED CONCRETE PAVING SECTION

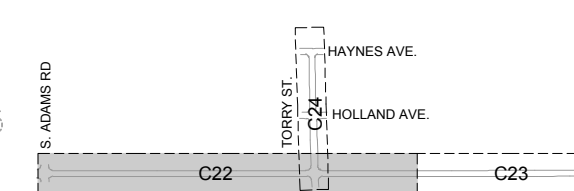
SCALE: 1"=4'  
WEBSTER AVENUE  
APPLIES TO: STA. 7+15 TO 7+65  
TRANSITION CROSS-SECTION APPLIES BETWEEN:  
• 6+65 TO 7+15 (TRANSITION FROM CROWN TO SUPER-ELEVATION)  
• 7+65 TO 8+25 (TRANSITION FROM SUPER-ELEVATION TO CROWN)



PROPOSED SUPER-ELEVATED CONCRETE PAVING SECTION

SCALE: 1"=4'  
WEBSTER AVENUE  
APPLIES TO: STA. 18+00 TO 19+50  
TRANSITION CROSS-SECTION APPLIES BETWEEN:  
• 17+15 TO 18+00 (TRANSITION FROM CROWN TO SUPER-ELEVATION)  
• 19+50 TO 20+15 (TRANSITION FROM SUPER-ELEVATION TO CROWN)





Key Map

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SHEET

Paving Jointing, Marking,  
and Signage Plan  
Webster Avenue  
Sta. P.O.B. to 17+75



REVISIONS  
02-16-16 City Review  
02-29-16 Issued for Bids

DRAWN BY:

DESIGNED BY:  
P. Tulikangas

APPROVED BY:

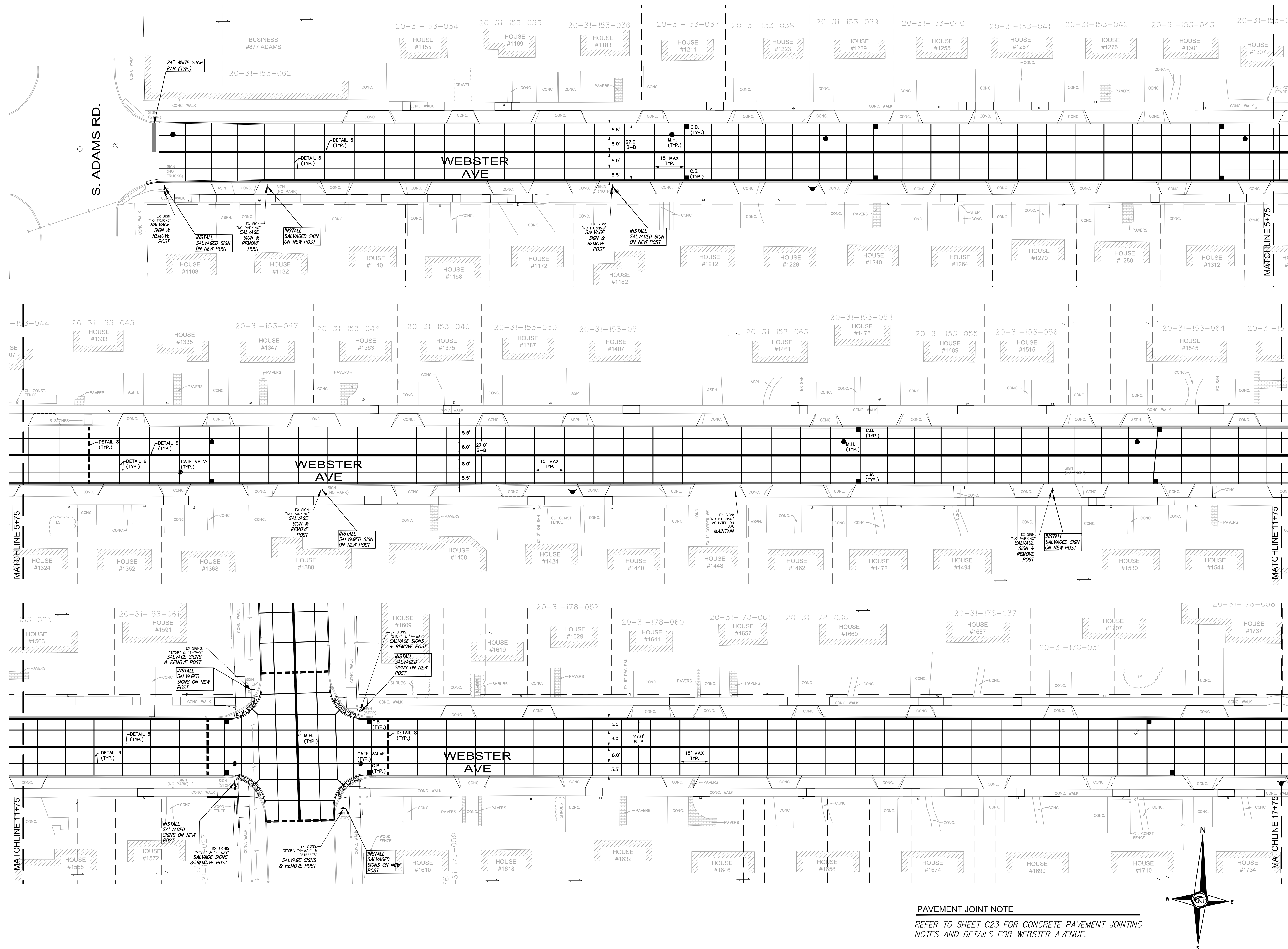
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12-28-15

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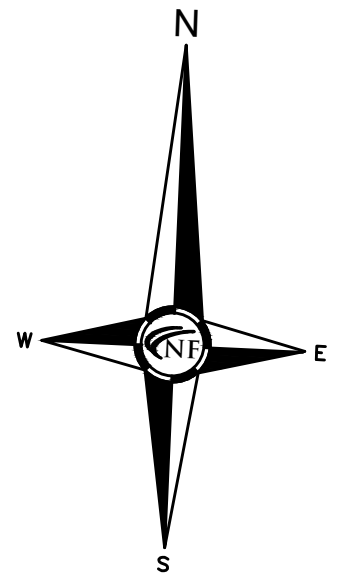
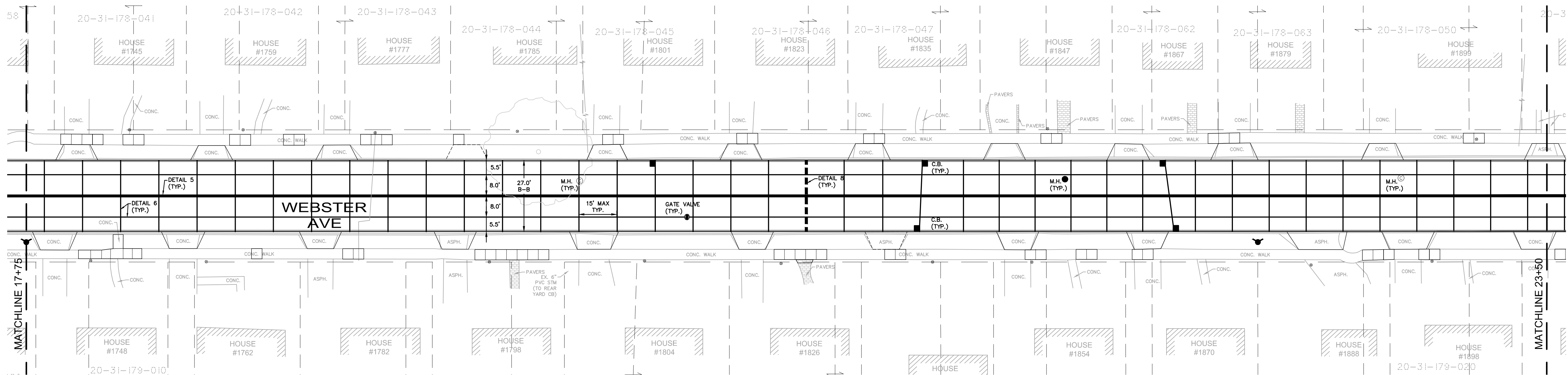
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NFE JOB NO.  
1908

SHEET NO.  
C22



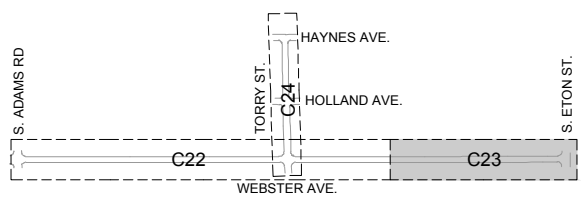




CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

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

PROJECT  
Webster Avenue  
Paving Project  
Contract #4-16(P)



Key Map

CLIENT



Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Center Section  
31, Town 2 North, Range 11  
East, City of Birmingham,  
Oakland County, Michigan

SHEET

Paving Jointing, Marking,  
and Signage Plan  
Webster Avenue  
Sta. 17+75 to P.O.E.



Know what's below  
Call before you dig.

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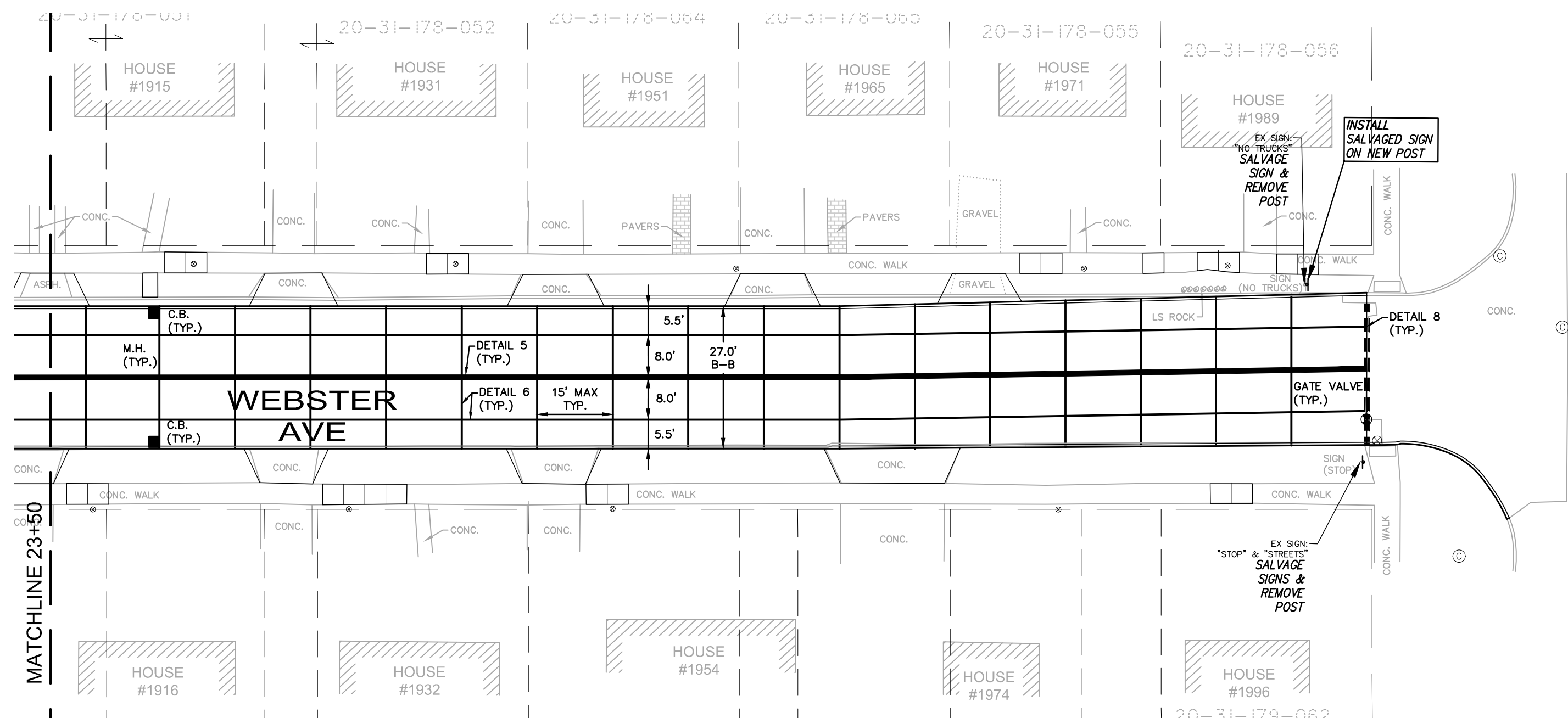
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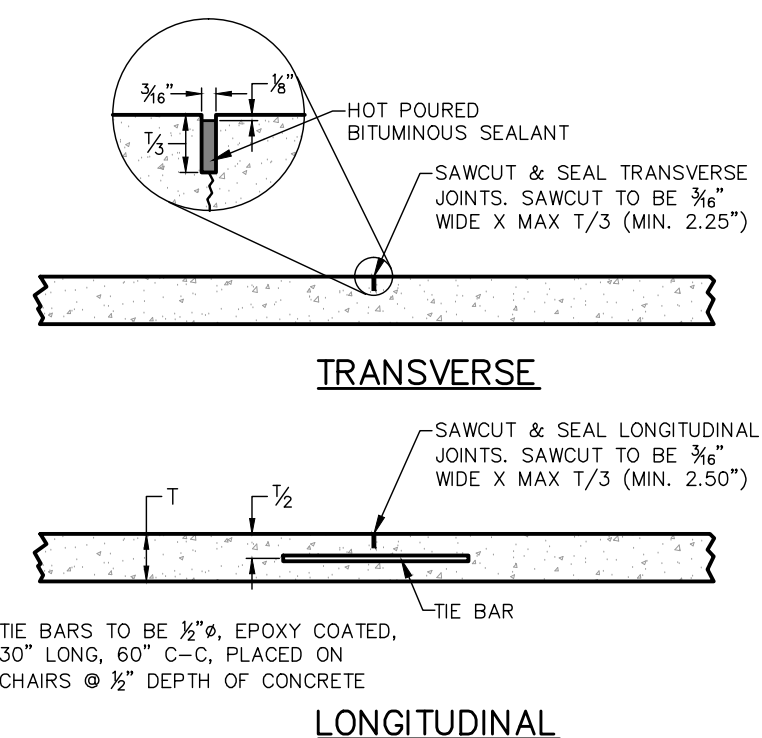
1908

SHEET NO.

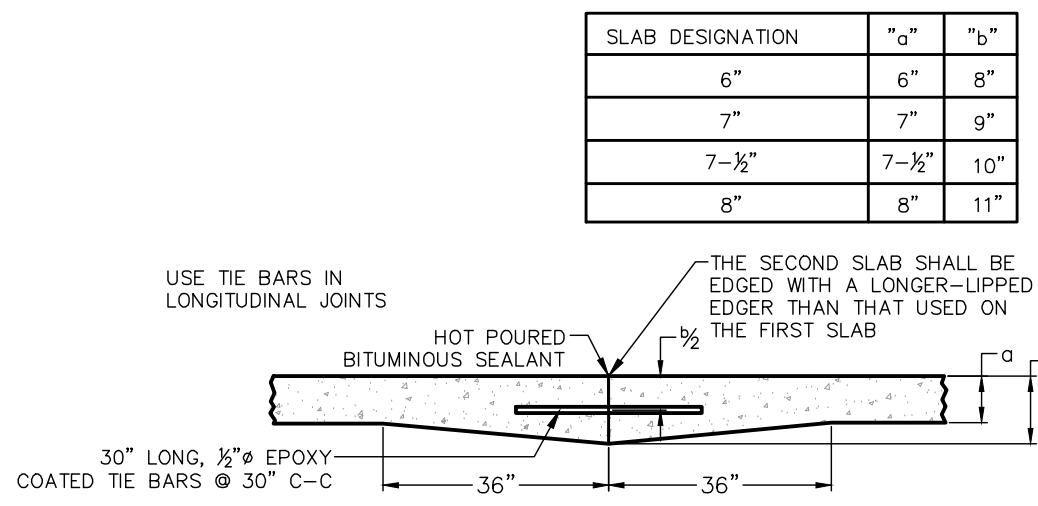
C23



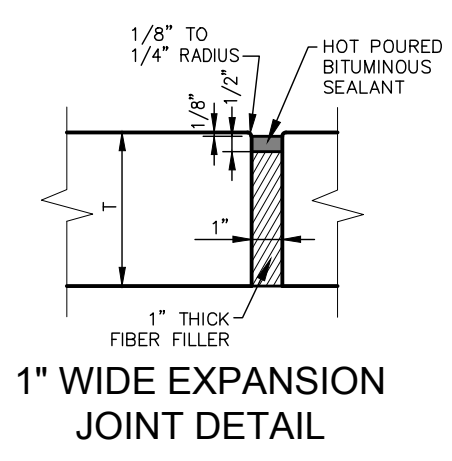
S. ETON ST.



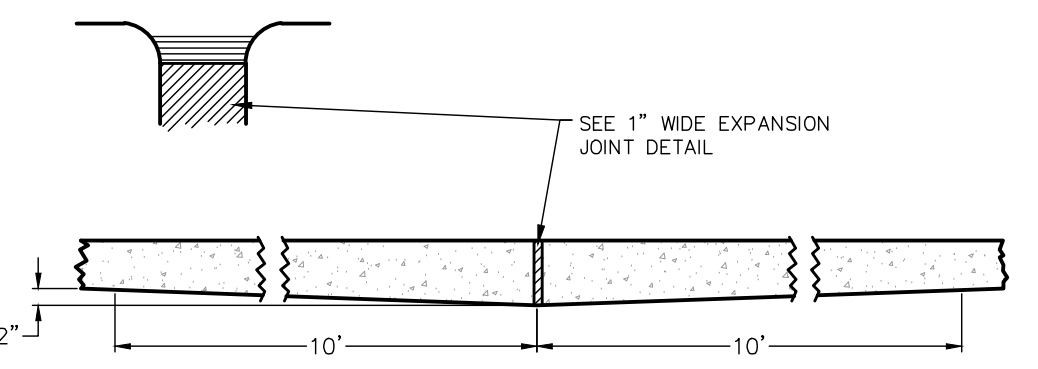
6 CONTRACTION JOINT



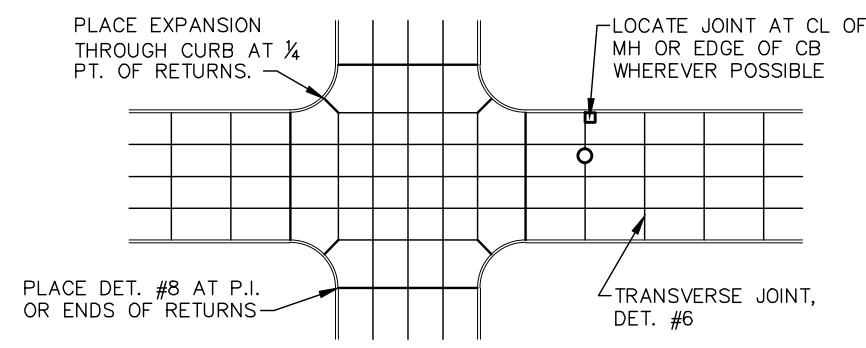
5 CONSTRUCTION JOINT



1" WIDE EXPANSION JOINT DETAIL



8 EXPANSION JOINT



TYPICAL JOINT LAYOUT

# PAVEMENT JOINT NOTES

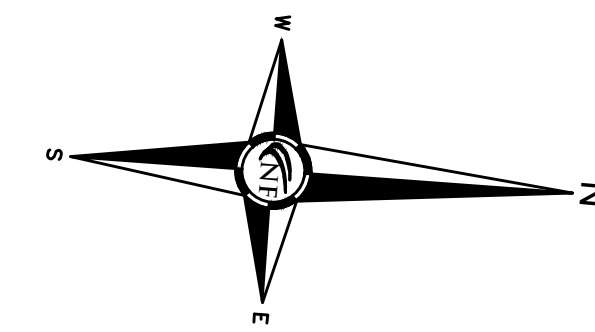
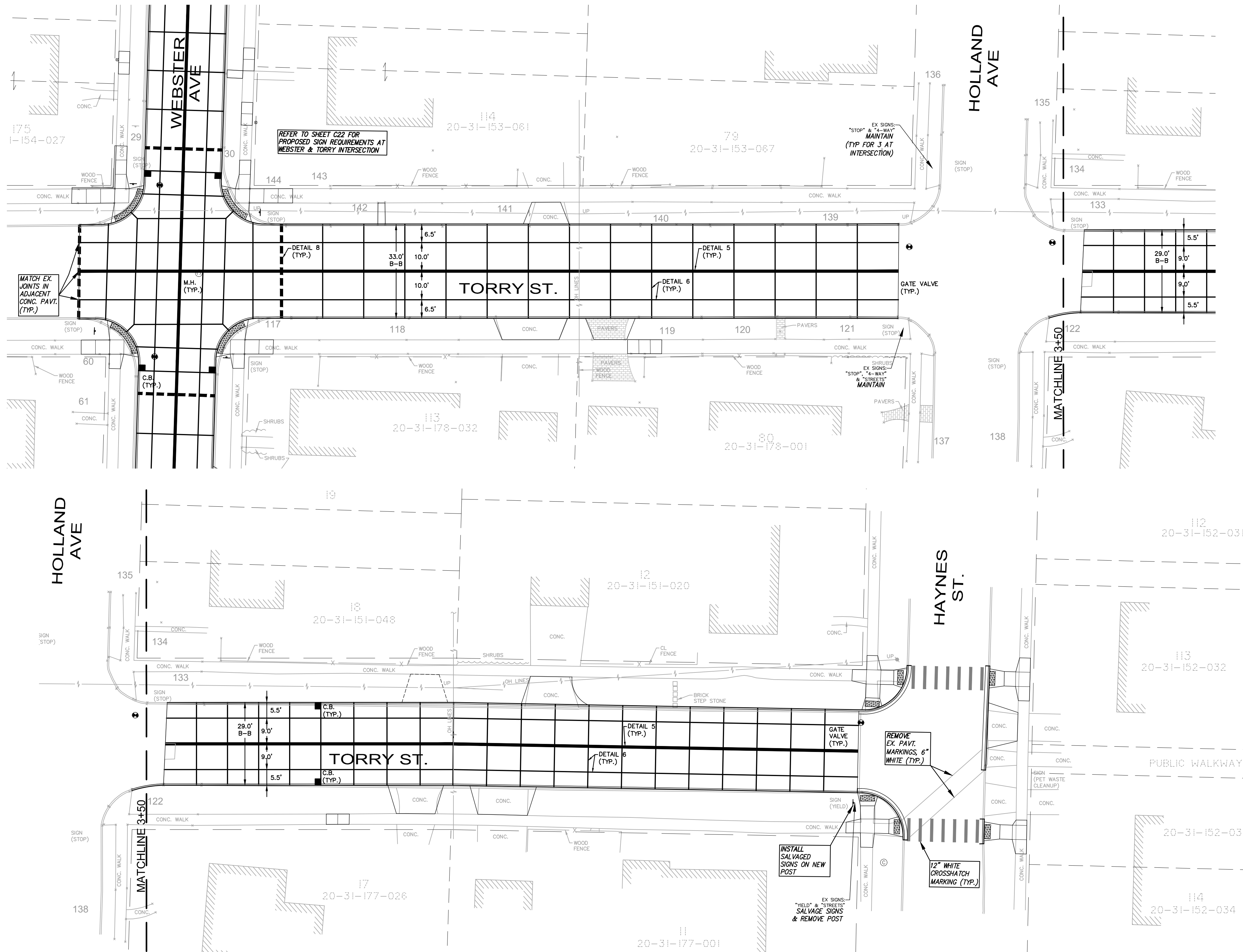
REFER TO THE CITY OF BIRMINGHAM STANDARD PAVING DETAILS FOR ALL JOINT DETAILS.

INSTALL DETAIL #6 JOINTS FOR ALL TRANSVERSE JOINTS.

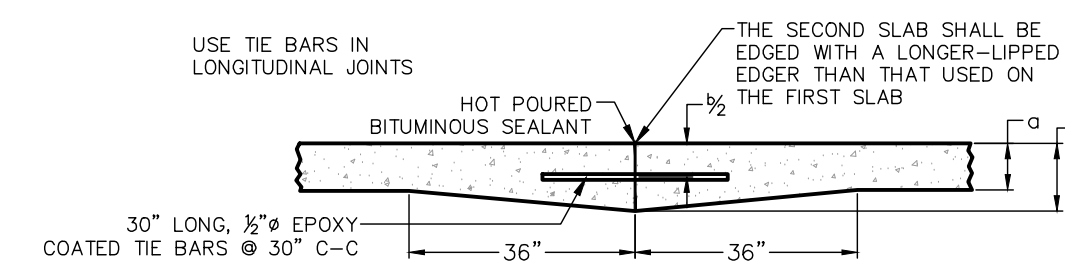
EXPANSION JOINTS SHALL BE 1", UNLESS OTHERWISE DIRECTED BY THE CITY.

TRANSVERSE SIDEWALK EXPANSION JOINTS SHALL BE PLACED EVERY FIFTY (50) FEET OR AS OTHERWISE DIRECTED BY THE CITY.

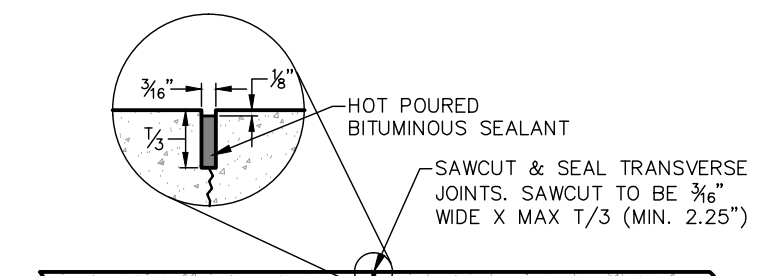




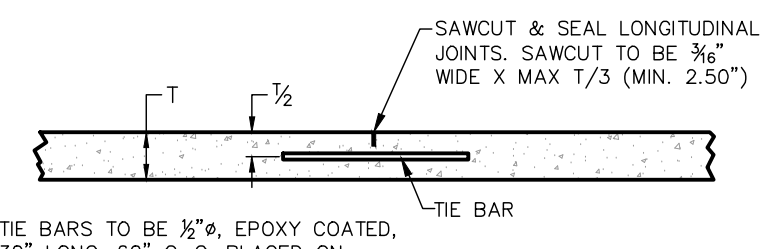
SLAB DESIGNATION	"a"	"b"
6"	6"	8"
7"	7"	9"
7-1/2"	7-1/2"	10"
8"	8"	11"



5 CONSTRUCTION JOINT

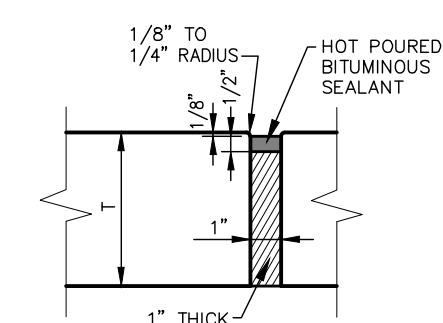


TRANSVERSE

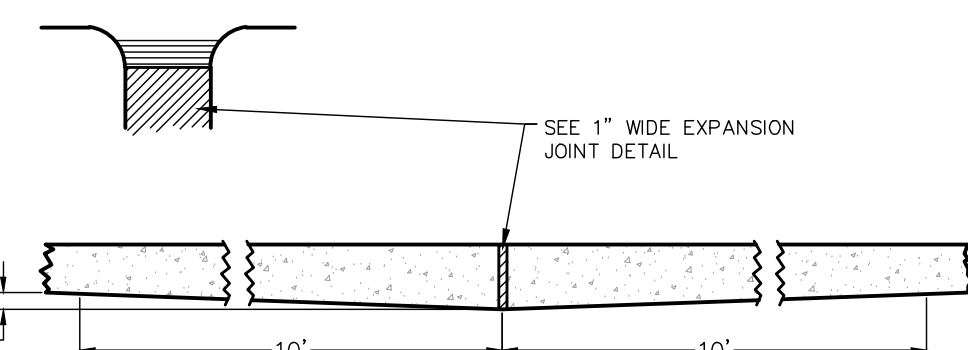


LONGITUDINAL

6 CONTRACTION JOINT



1" WIDE EXPANSION JOINT DETAIL



8 EXPANSION JOINT

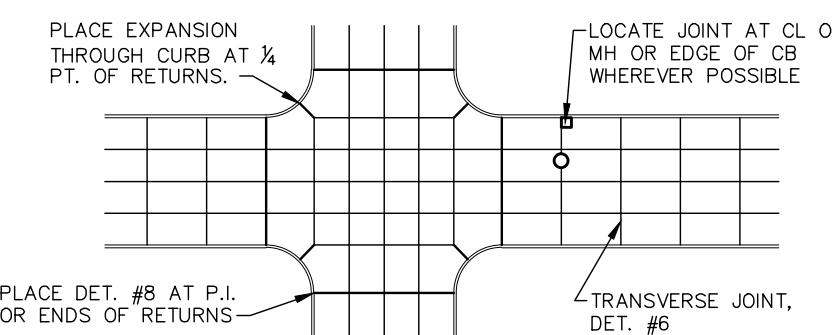
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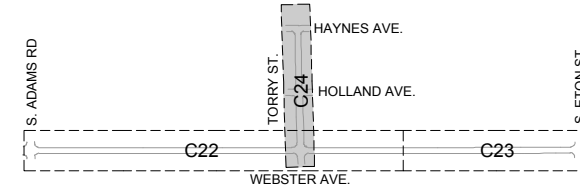
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TYPICAL JOINT LAYOUT

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PROJECT  
Webster Avenue  
Paving Project  
Contract #4-16(P)



Key Map

#### CLIENT



Engineering Department  
151 Martin Street  
Birmingham, MI 48012

#### PROJECT LOCATION

Part of the Center Section  
31, Town 2 North, Range 11  
East, City of Birmingham,  
Oakland County, Michigan

#### SHEET

Paving Jointing, Marking,  
and Signage Plan  
Torrey Street  
Sta. P.O.B. to P.O.E.



Call before you dig.

#### REVISIONS

02-16-16 City Review  
02-29-16 Issued for Bids

#### DRAWN BY:

DESIGNED BY:  
P. Tulikangas

#### APPROVED BY:

#### DATE:

12-28-15

#### SCALE:

1" = 20'

#### NFE JOB NO.

1908

#### SHEET NO.

C24



GENERAL NOTES

- BRICK PAVERS SHALL BE REMOVED BY MEANS WHICH CAUSE NO DAMAGE TO THE BRICKS. BRICKS SHALL BE DELIVERED TO CITY OF BIRMINGHAM DEPARTMENT OF SERVICES AS DIRECTED BY THE ENGINEER.
- ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
- ANY GRAVEL REPLACEMENT NECESSARY FOR REGRADING DRIVEWAYS SHALL BE CONSIDERED INCLUDED IN THE COST OF CONCRETE DRIVE APPROACH.
- ALL TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION. WHERE NECESSARY, TREE ROOTS SHALL BE CUT CLEANLY. AT NO TIME WILL RIPPING OR TEARING OF TREE ROOTS BE ACCEPTABLE.
- ALL DRIVEWAYS (BEHIND THE SIDEWALK) SHALL BE REPAIRED WITH A CROSS SECTION WHICH MATCHES THE EXISTING IN THICKNESS, OR A MINIMUM 4.0" BITUMINOUS MIXTURE No. 13A. IF THE EXISTING DRIVEWAY IS GREATER THAN 4.0" IN DEPTH, THE THICKNESS OF THE BITUMINOUS MIXTURE No. 13A SHALL BE ADJUSTED TO MAKE UP THE DIFFERENCE.
- UNLESS OTHERWISE SHOWN, PROPOSED GRADES IN PROFILE ARE TOP OF CURB GRADES.
- ROCKS, OR OTHER MISC. DEBRIS WHICH ARE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, UNLESS DIRECTED OTHERWISE FROM THE CITY.
- THE PAY ITEM "ADJUST STRUCTURE COVER" APPLIES ONLY TO PRE-EXISTING STRUCTURES TO BE ADJUSTED TO PROPOSED GRADES AS PART OF CONSTRUCTION.
- IF THE CONTRACTOR HAS MULTIPLE CREWS WORKING THAT REQUIRES MULTIPLE CITY INSPECTORS ON A GIVEN WORK DAY, THE PAY ITEM "INSPECTOR CREW DAYS" SHALL BE MULTIPLIED BY THE CORRESPONDING NUMBER OF INSPECTORS REQUIRED DURING SAID WORK DAY.

PAVING NOTES

- PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:  

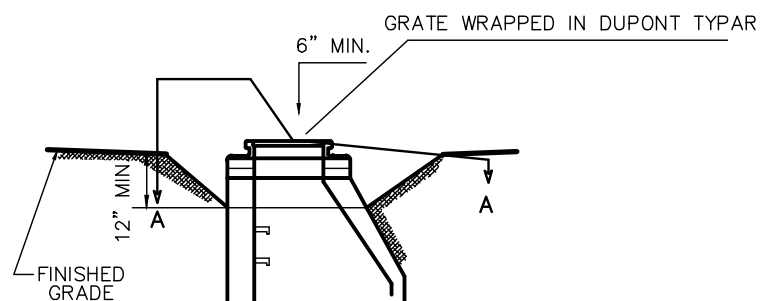
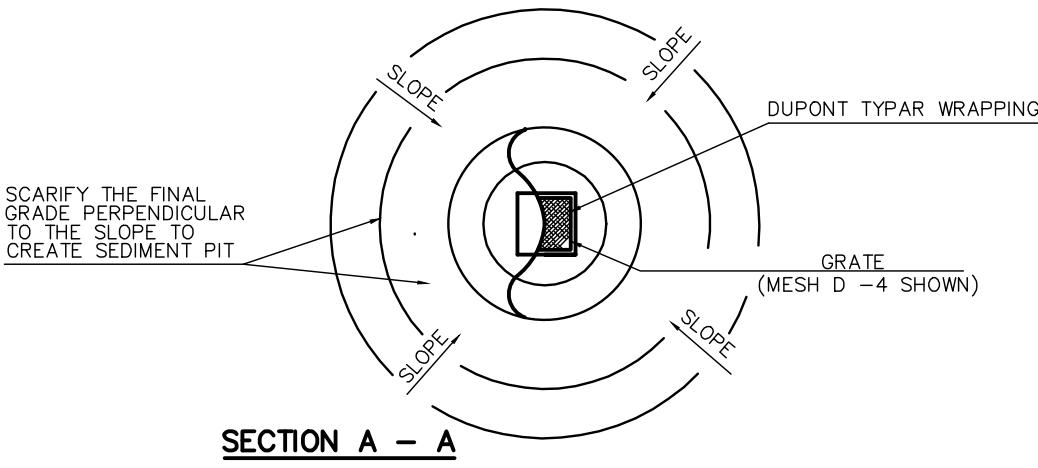
CONCRETE ROAD:	BASE COURSE - 21AA CRUSHED LESTONE AGGREGATE (7" THICK) MIX - PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), TO COMPLY WITH MDOT P1 MODIFIED REQUIREMENTS.
CONCRETE FLATWORK:	PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1.5 TO 3 INCHES.
ASPHALT:	BASE COURSE - 21AA CRUSHED LESTONE AGGREGATE (8" THICK)
LEVELING COURSE (HANDPATCH REPAIRS) -	MDOT HMA MIXTURE No. 13A (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)
SURFACE COURSE (HANDPATCH REPAIRS) -	MDOT HMA MIXTURE No. 13A (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)
BOND COAT -	MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD
- 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-5164.
- 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, 2003 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 (INCLUDED IN PAVING WORK).
- 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 TREE 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 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
- R.A.P. NOT ALLOWED IN SURFACE / TOP COURSE OF ASPHALT.

WATER MAIN NOTES

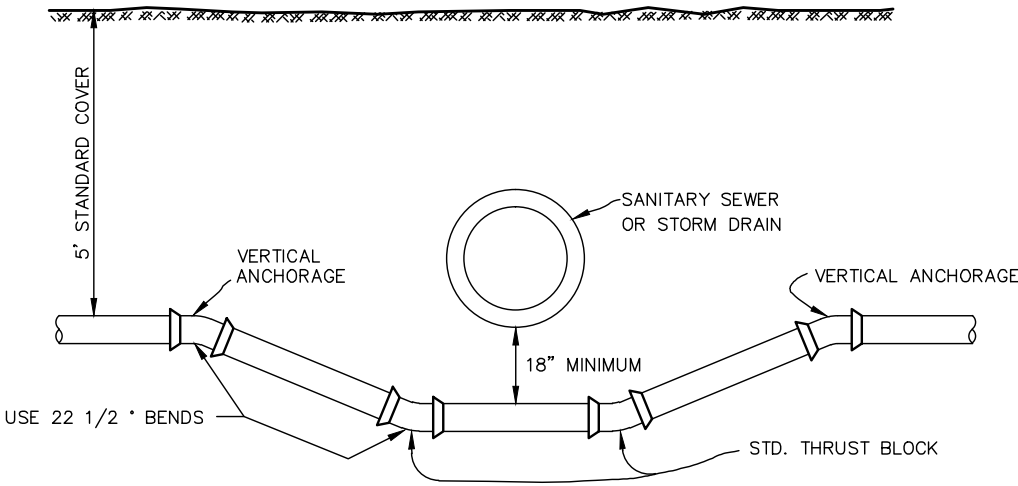
- ALL WATER MAINS 4" AND LARGER SHALL BE DUCTILE IRON PIPE THICKNESS CLASS 54, WITH PUSH ON TYPE JOINTS AND CEMENT LINED (DOUBLE THICKNESS).
- NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 5 FEET OF COVER, EXCEPTIONS WILL BE ALLOWED WHEN NECESSARY TO CONNECT TO EXISTING MAIN OR WHEN AUTHORIZED BY THE ENGINEER.
- KNOWN WATER SERVICES BASED ON FIELD INFORMATION OR CITY RECORDS ARE SHOWN ON THE PLANS AS FOLLOWS: "C" = COPPER, "L" = LEAD AND "W.S." = WATER SERVICE TYPE UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ALL EXISTING SERVICES TO THE NEW MAIN AFTER IT HAS BEEN APPROVED FOR USE.
- COAT ALL BOLTS ON MECHANICAL FITTINGS WITH TAR.
- HYDRANT CONNECTION TO CONSIST OF 6" DUCTILE IRON PIPE, 6" GATE VALVE AND BOX, AND HYDRANT. HYDRANT SHALL BE EJW MODEL 58R WITH 6" MECHANICAL JOINT INLET, TWO PUMPER INLETS, ALL OPENING LEFT, 5'-6" TRENCH, PLUGGED DRAIN AND BLOCK BOLTS.
- INSTALL GATE VALVE AS CLOSE TO HYDRANT AS PRACTICABLE.
- GATE VALVES 4" AND LARGER MAY BE MUELLER BRAND SPECIFIED, OR APPROVED EQUIVALENT. ALL MATERIALS RELATIVE TO WATER SERVICE CONNECTIONS SHALL BE MUELLER BRAND.
- IN ABANDONING MAINS, THE FOLLOWING SHALL BE DONE: PLUG ALL OPEN PIPE ENDS WITH MASONRY, DISCONNECT MAINS WHICH ARE TO BE ABANDONED FROM FITTINGS AT LIVE MAINS AND PLUG AND BLOCK THOSE FITTINGS. FILL MAIN TO BE ABANDONED WITH GROUT OR HYDRAULIC CEMENT.
- WORK INDICATED BY (A) SHALL BE PERFORMED AFTER THE NEW MAINS ARE PLACED IN SERVICE.
- THE LOCATIONS AND TYPES OF SERVICE LEADS IS BASED ON THE BEST AVAILABLE INFORMATION. THE EXACT LOCATION OF SERVICE LEADS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
- WHERE APPLICABLE, THE APPROPRIATE SECTIONS OF EXISTING WATERMAIN SHALL BE SHUTDOWN AND DEPRESSURIZED PRIOR TO A) CUTTING AND REMOVING, B) CUTTING AND INSTALLING PROPOSED TEE CONNECTIONS, C) PERFORMING ANY AND ALL OTHER WORK AROUND/ADJACENT TO HYDRANTS AND ALL OTHER CONNECTIONS, WHILE MEETING AND/OR EXCEEDING APPLICABLE INDUSTRY SAFETY PRECAUTIONS AND MISHA STANDARDS.

STORM SEWER NOTES (where applicable)

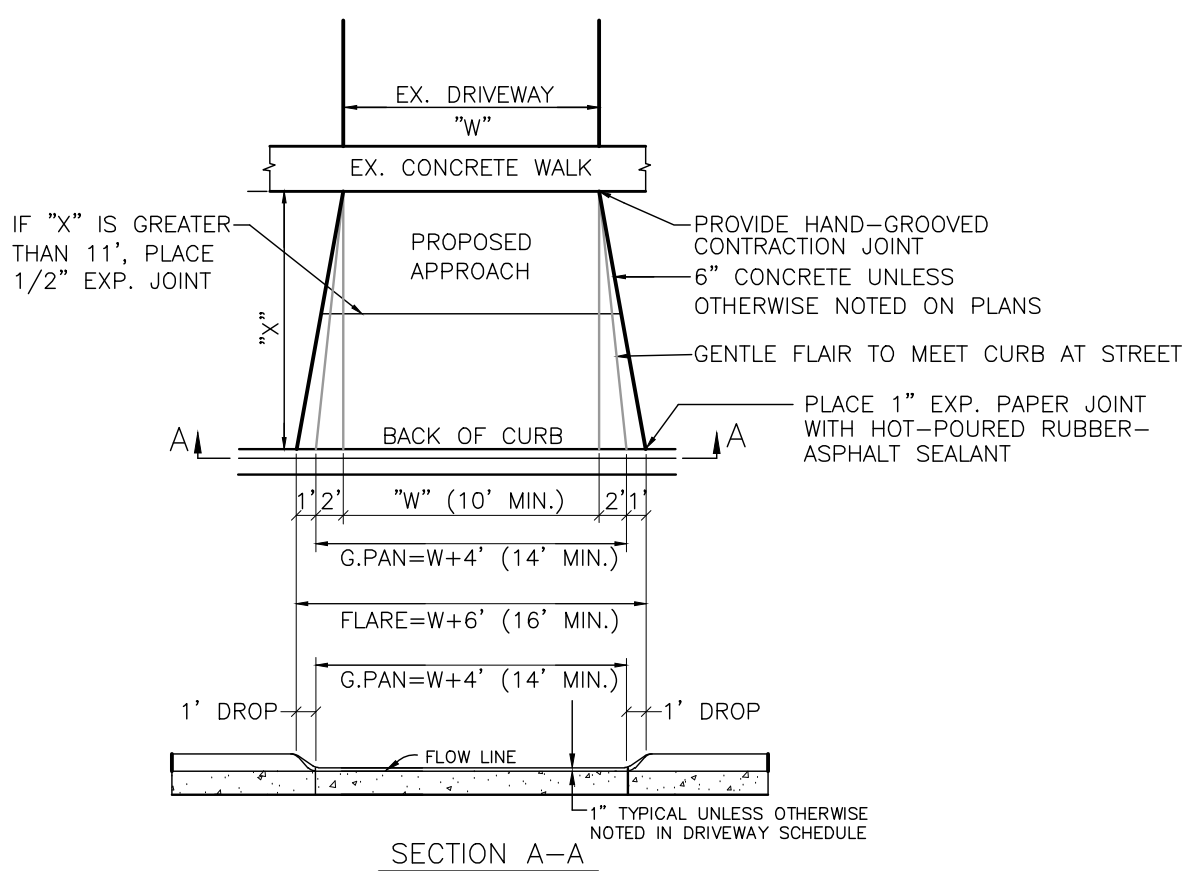
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY. THE MUNICIPALITY STANDARD NOTES, DETAILS AND SPECIFICATIONS SHALL BE INCORPORATED AS PART OF THESE PLANS.
- ALL STORM SEWER TRENCHES UNDER OR WITHIN THREE (3) FEET OF EXISTING OR PROPOSED PAVEMENT SHALL BE BACK FILLED WITH MDOT CLASS II MATERIAL (SAND) AND BE MACHINE COMPACTED TO A MINIMUM OF 7% OF THE MATERIAL'S MAXIMUM DENSITY. PAVEMENT SHALL INCLUDE PARKING LOTS, DRIVE APPROACHES, 95 CURB & GUTTER AND ADJACENT WALKS.
- ALL STORM SEWER PIPE SHALL BE INSTALLED ON CLASS "B" BEDDING OR BETTER UNLESS OTHERWISE INCLUDED ON THE PLANS.
- STORM SEWER SHALL BE OF THE TYPE, SIZE & CLASS DESIGNATION INDICATED ON THE PLANS AND LIKEWISE BE INSTALLED AT THE PROPOSED LINE & GRADE INDICATED.
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM SPECIFICATION C-76 CL IV.
- ALL MAN HOLE, CATCH BASIN, INLET, REAR YARD DRAINAGE STRUCTURES AND COVERS SHALL BE AS INDICATED ON THE PLANS AND CONSTRUCTED IN ACCORDANCE WITH MUNICIPALITY STANDARDS.
- INSTALL TRAPS ON THE FIRST CATCH BASIN (TYPICALLY A 4' DIAMETER STRUCTURE WITH 2' SUMP) THAT IS UPSTREAM OF ITS CONNECTION TO A MAINLINE STORM OR SEWER MANHOLE, TO CAPTURE FLOATABLES AND TO MINIMIZE ESCAPE OF ODOR.
- THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- EXACT GRADES AND INVERTS OF PROPOSED STORM SEWER ARE TO BE CHECKED WITH THE FIELD ENGINEER PRIOR AND DURING INSTALLATION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER OF ANY PLAN INCONSISTENCY AND/OR UTILITY CONFLICTS.
- ALL STORM SEWER PIPE JOINTS SHALL BE "PREMIUM JOINT" MODIFIED GROOVED TONGUE (M.G.T.) WITH SYNTHETIC RUBBER GASKETS CONFORMING TO ASTM SPECIFICATION C-443 & C-361, UNLESS OTHERWISE INDICATED ON THE PLANS.
- FACILITY MANUFACTURED PRECAST TEE SECTIONS SHALL BE FOR ROOF DRAINS AND/OR SUMP PUMP LEADS AND LATERALS WHERE INDICATED ON THE PLANS. BLIND TOP CONNECTIONS INTO STORM SEWER WILL NOT BE PERMITTED BY BREAKING PIPE WALL.
- THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL SITE INSPECTIONS.



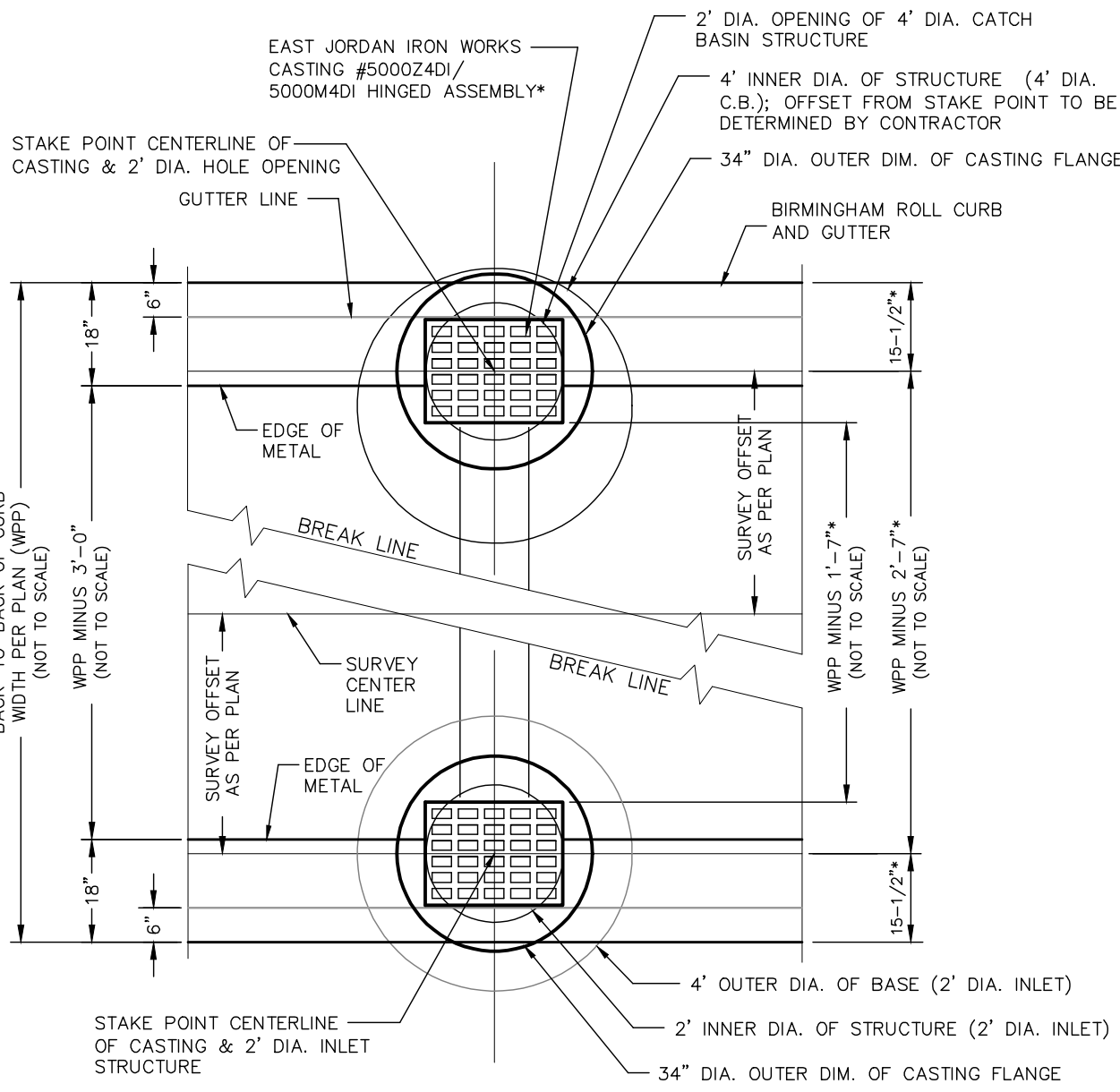
LOW POINT INLET FILTER & SEDIMENT PIT DETAIL  
N.T.S.



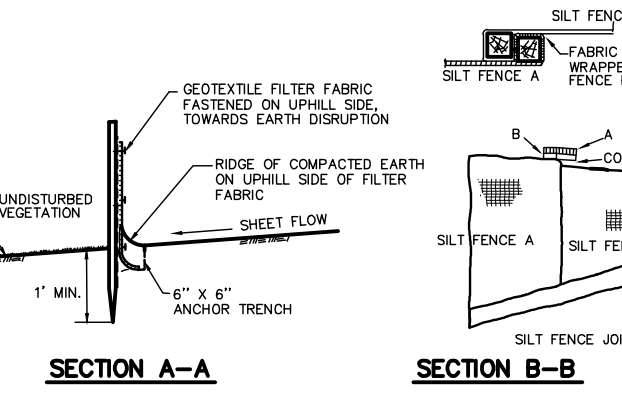
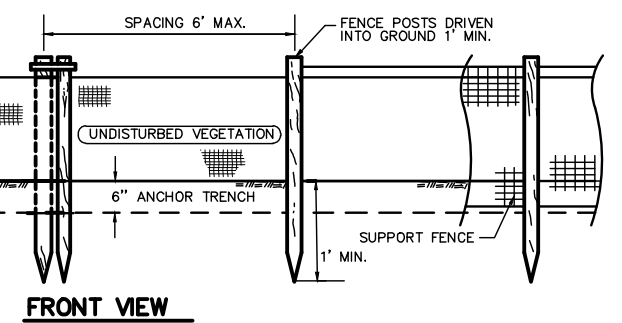
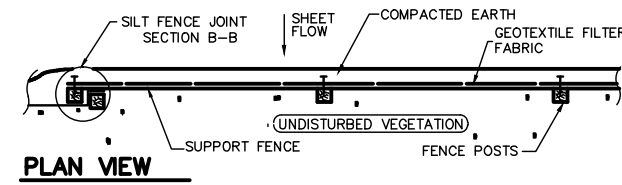
STANDARD SEWER OR STORM CROSSING  
N.T.S.



CONCRETE DRIVE APPROACH - DETAIL 'L'  
N.T.S.



CURB, CATCH BASIN & INLET ALIGNMENT DETAIL PLAN VIEW  
SCALE: 1" = 2'



SECTION A-A  
N.T.S.

SECTION B-B  
N.T.S.

SECTION C-C  
N.T.S.

SECTION D-D  
N.T.S.

SECTION E-E  
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SECTION F-F  
N.T.S.

SECTION G-G  
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SECTION H-H  
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SECTION I-I  
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SECTION J-J  
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SECTION K-K  
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SECTION OO-OO  
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SECTION PP-PP  
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SECTION QQ-QQ  
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SECTION RR-RR  
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SECTION UU-UU  
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SECTION VV-VV  
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SECTION WW-WW  
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SECTION II-II  
N.T.S.





CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

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

PROJECT  
Webster Avenue  
Paving Project  
Contract #4-16(P)

CLIENT  
  
Engineering Department  
151 Martin Street  
Birmingham, MI 48012

PROJECT LOCATION  
Part of the Center Section  
31, Town 2 North, Range 11  
East, City of Birmingham,  
Oakland County, Michigan

SHEET  
Quantities



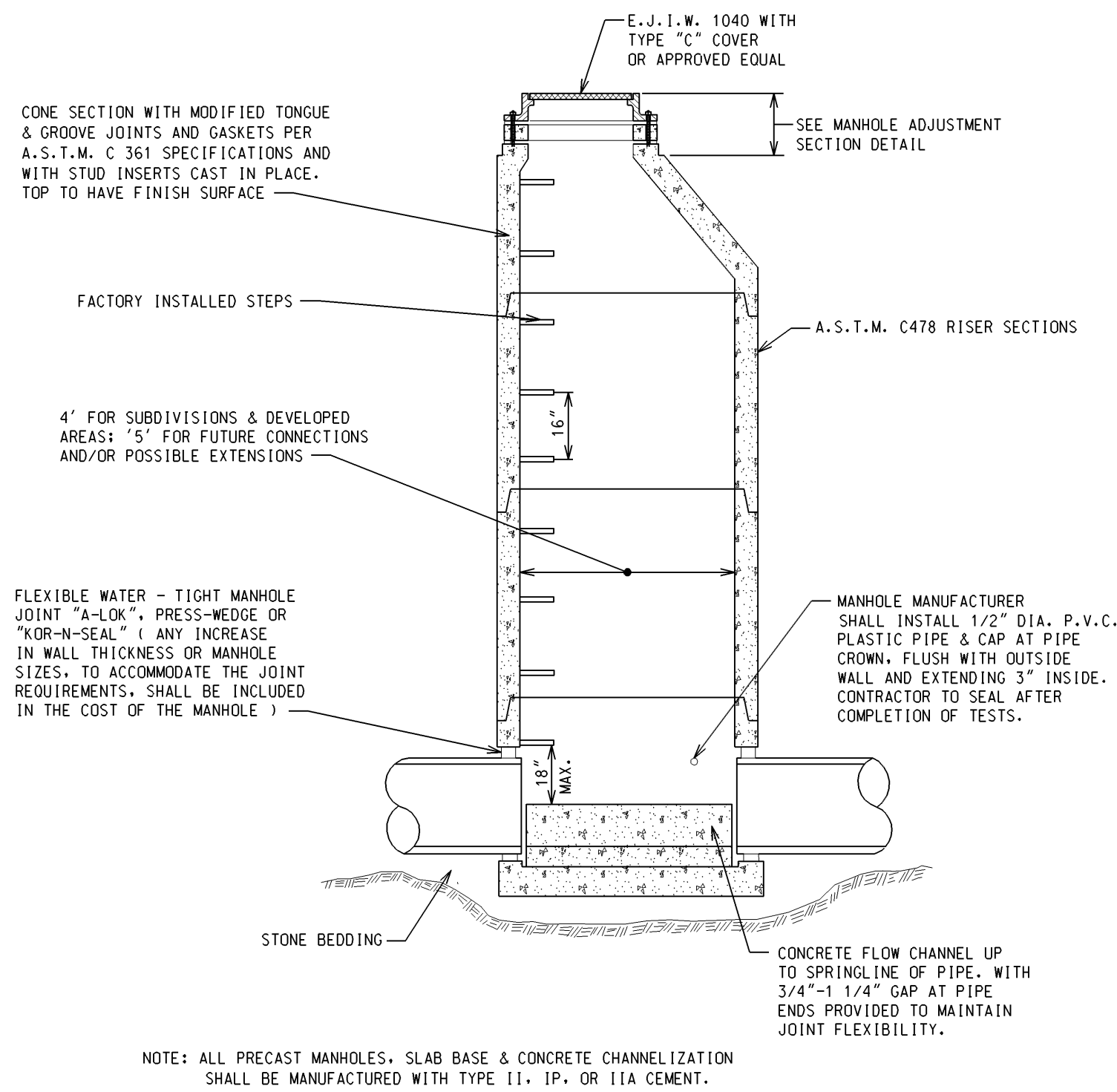
Know what's below  
Call before you dig.

REVISIONS	
02-29-16	Issued for Bids

DRAWN BY:  
R. Peery  
DESIGNED BY:  
P. Tulikangas  
APPROVED BY:  
B. Buchholz  
DATE:  
12-28-15  
SCALE: N.T.S.

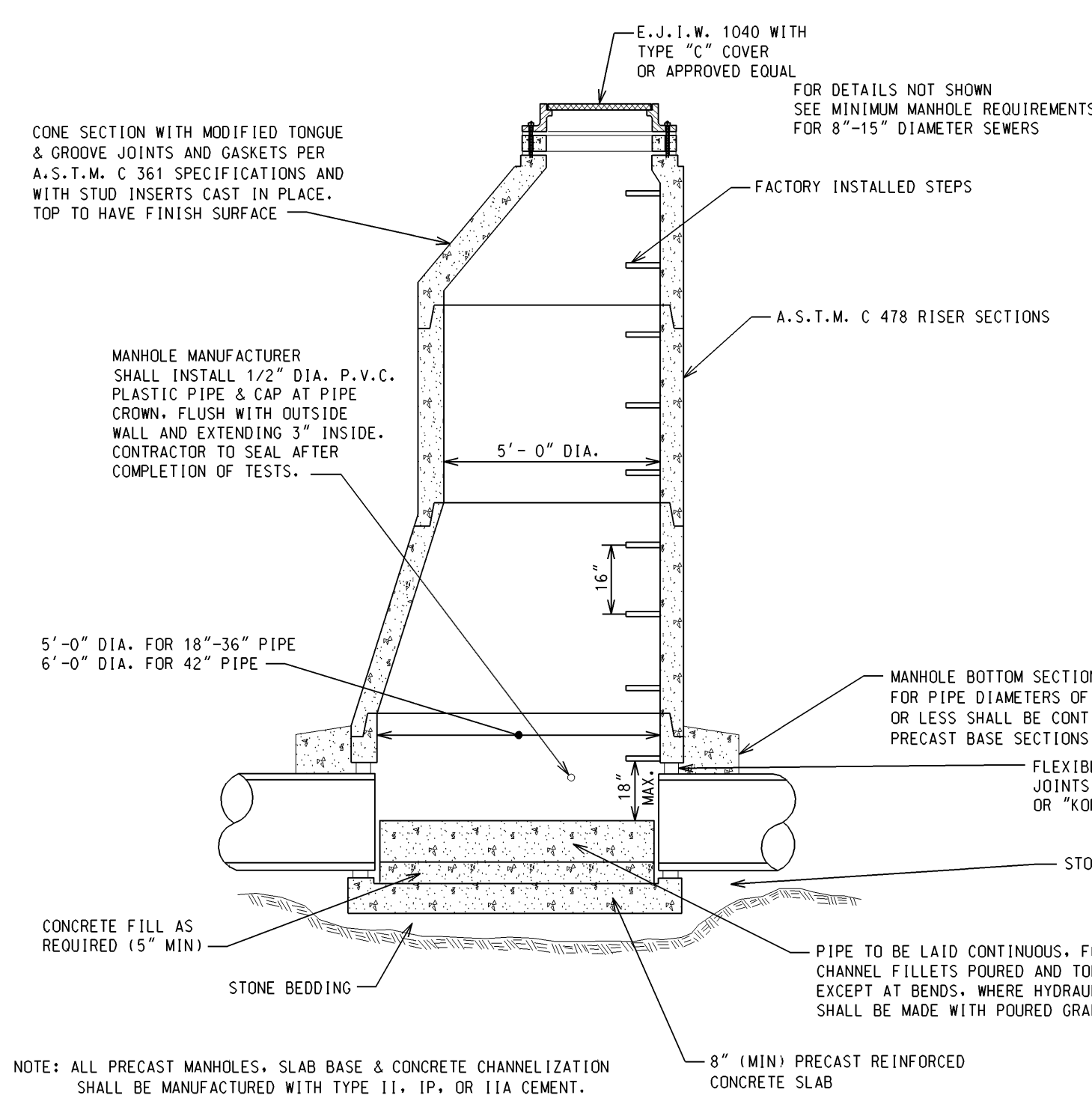
NO.	ITEM DESCRIPTION	PAY UNIT	SHEET C1	SHEET C2	SHEET C3	SHEET C4	SHEET C5 QUANTITY	SHEET C6	SHEET C7	SHEET C8	SHEETS C22-C24 Markings	TOTAL QUANTITY
SEWER PAY ITEMS												
1	15" Combined Sewer, C76, CL-IV, Trench A	LF	266	0	340	0	0	0	0	0	0	606
2	12" Combined Sewer, C76, CL-IV, Trench A	LF	162	450	66	0	0	0	0	0	0	678
3	12" Storm Sewer, C76, CL-IV, Trench A	LF	80	56	187	35	168	99	29	61	0	715
4	Sewer Service, 6" PVC SDR 23.5	LF	358	365	318	274	288	235	0	0	0	1,838
5	Construct 5' Diameter Manhole over Ex. Comb. Sewer	EA	0	0	0	0	1	1	0	0	0	2
6	New 4'-0" Diameter Manhole	EA	2	2	2	0	0	0	0	0	0	6
7	New 4'-0" Diameter Catch Basin	EA	2	2	4	1	3	1	0	1	0	14
8	New 2'-0" Diameter Inlet	EA	2	1	4	1	2	1	0	1	0	12
9	6" Perforated Pipe Underdrain (No sock - 40' @ each CB/Inlet Structure)	LF	160	120	320	80	200	80	0	80	0	1,040
10	Sewer Tap, 15"	EA	1	0	1	0	0	0	0	0	0	2
11	Sewer Tap, 12"	EA	0	0	0	1	1	0	1	0	0	3
12	Sewer Service Tap, 6"	EA	17	22	14	0	0	0	0	0	0	53
13	Sewer Service Connection, 6"	EA	0	0	0	10	13	10	0	0	0	33
14	Reconstruct Manhole (if and where needed)	VF	0	0	0	0	0	0	0	0	0	20
15	Remove & Replace Structure Cover (as directed by City)	LB	0	0	0	0	0	0	0	0	0	1,500
16	Remove Ex. Manhole	EA	2	2	1	0	0	0	0	0	0	5
17	Remove Ex. Drainage Structure	EA	2	2	6	2	2	0	0	0	0	14
18	Abandon Ex. Manhole	EA	1	0	0	0	0	0	0	0	0	1
19	Abandon Ex. 15" Sewer (Including All Bulkheads)	LF	74	0	0	0	0	0	0	0	0	74
20	Abandon Ex. 12" Sewer (Including All Bulkheads)	LF	44	353	0	0	0	0	0	0	0	397
SUBTOTAL SEWER PAY ITEMS												
WATER MAIN PAY ITEMS												
21	8" D.I. CL 54 Water Main w/Polywrap, Trench A	LF	405	450	450	450	450	393	350	289	0	3,237
22	6" D.I. CL 54 Water Main w/Polywrap, Trench A	LF	9	9	0	9	9	0	0	0	0	36
23	Remove Existing Gate Valve Well	EA	0	0	0	0	0	1	0	0	0	1
24	Remove Hydrant	EA	0	1	0	0	1	0	0	0	0	2
25	8" Gate Valve & Box	EA	0	1	2	0	1	1	2	1	0	8
26	Fire Hydrant Assembly, Complete	EA	1	1	0	1	1	0	0	0	0	4
27	New Water Service, 3/4" to 1" Type K Copper, Trench A	LF	41	53	32	66	210	28	0	0	0	430
28	8" Water Main Connection to Ex. 8" Water Main	EA	1	0	0	0	0	1	2	1	0	5
29	8" Water Main Connection to Ex. 6" Water Main	EA	0	0	0	0	0	0	0	1	0	1
30	Water Service Connection, 3/4" to 1"	EA	17	21	15	19	18	14	0	0	0	104
31	Install Curb Stop & Box (Materials Provided by City)	EA	0	1	0	2	6	0	0	0	0	9
32	Hydro Stop, 8"	EA	0	0	0	0	0	0	0	0	0	4
33	Hydro Stop, 6"	EA	0	0	0	0	0	0	0	0	0	1
34	Abandon Water Mains, Entire Project	LS	0	0	0	0	0	0	0	0	0	1
SUBTOTAL WATER MAIN PAY ITEMS												
PAVING PAY ITEMS												
35	Earth Excavation	CY	588	622	811	634	682	466	340	265	0	4,408
36	Subgrade Undercutting	CY	59	62	81	63	68	47	34	27	0	441
37	Salvaging Brick Pavers	SY	0	0	0	2	0	0	11	0	0	13
38	Removing Asphalt Drive Approach	SY	6	8	8	0	15	18	0	0	0	55
39	Removing Concrete Drive Approach	SY	145	123	80	142	105	84	29	92	0	800
40	Removing Concrete Sidewalk & Ramp (sawcutting included)	SY	70	46	135	69	92	50	9	31	0	502
41	Removing Pavement Full Depth (Curb & Gutter included)	SY	1,345	1,466	1,650	1,434	1,442	1,210	920	840	0	10,307
42	Bituminous Mixture No. 13A, Handpatch	TON	7	0	0	0	0	5	35	20	0	67
43	Aggregate Base, MDOT 21AA Limestone, 8"	SY	1,360	1,450	1,668	1,450	1,450	1,220	877	775	0	10,250
44	Concrete Pavement, Non-reinforced, 7", incl. integral 6" Curb	SY	1,225	1,350	1,564	1,350	1,350	1,136	820	722	0	9,517
45	Concrete Drive Approach, 6"	SY	187	195	114	183	159	132	42	75	0	1,087
46	Concrete Sidewalk, 4"	SF	515	310	855	475	570	415	80	430	0	3,650
47	Concrete Sidewalk, 6" (Includes Ramps)	SF	115	100	415	145	250	34	0	165	0	1,224
48	Handicap Ramp Truncated Domes	SF	0	0	110	0	0	0	0	60	0	170
49	Remove & Replace Concrete Curb & Gutter	LF	9	0	0	0	0	0	11	94	0	114
50	Adjust Structure Cover	EA	0	0	1	1	1	1	0	0	0	4
51	Maintenance Aggregate for Entire Project	LS	0	0	0	0	0	0	0	0	0	1
SUBTOTAL PAVING PAY ITEMS												
GENERAL PAY ITEMS												
52	Traffic Maintenance & Control	LS	0	0	0	0	0	0	0	0	0	1
53	Water and Sewer Allowance	LS	0	0	0	0	0	0	0	0	0	1
54	Salvage Existing Signs	LS	0	0	0	0	0	0	0	0	0	1
55	Sign Post, U-Channel	LF	0	0	0	0	0	0	0	0	132	132
56	Removing Pavement Markings, 6" White	LF	0	0	0	0	0	0	0	0	72	72
57	Waterbourne Pavement Marking, 24 inch Stop Bar	LF	0	0	0	0	0	0	0	0	14	14
58	Waterbourne Pavement Marking, 12 inch Crosshatching, White	LF	0	0	0	0	0	0	0	0	112	112
59	Tree Protection, 3" Dia. Or Greater	EA	18	21	18	18	17	14	10	8	0	124
60	Mulch, 3"	SY	36	42	36	36	34	28	20	16	0	248
61	Topsoil, 3"	SY	365	400	480	400	400	315	160	185	0	2,705
62	Sod, Class A	SY	365	400	480	400	400	315	160	180	0	2,700
63	Inlet Filter	EA	4	3	8	2	6	2	1	2	0	28
64	Inlet Sediment Pit	EA	4	3	8	2	6	2	1	2	0	28





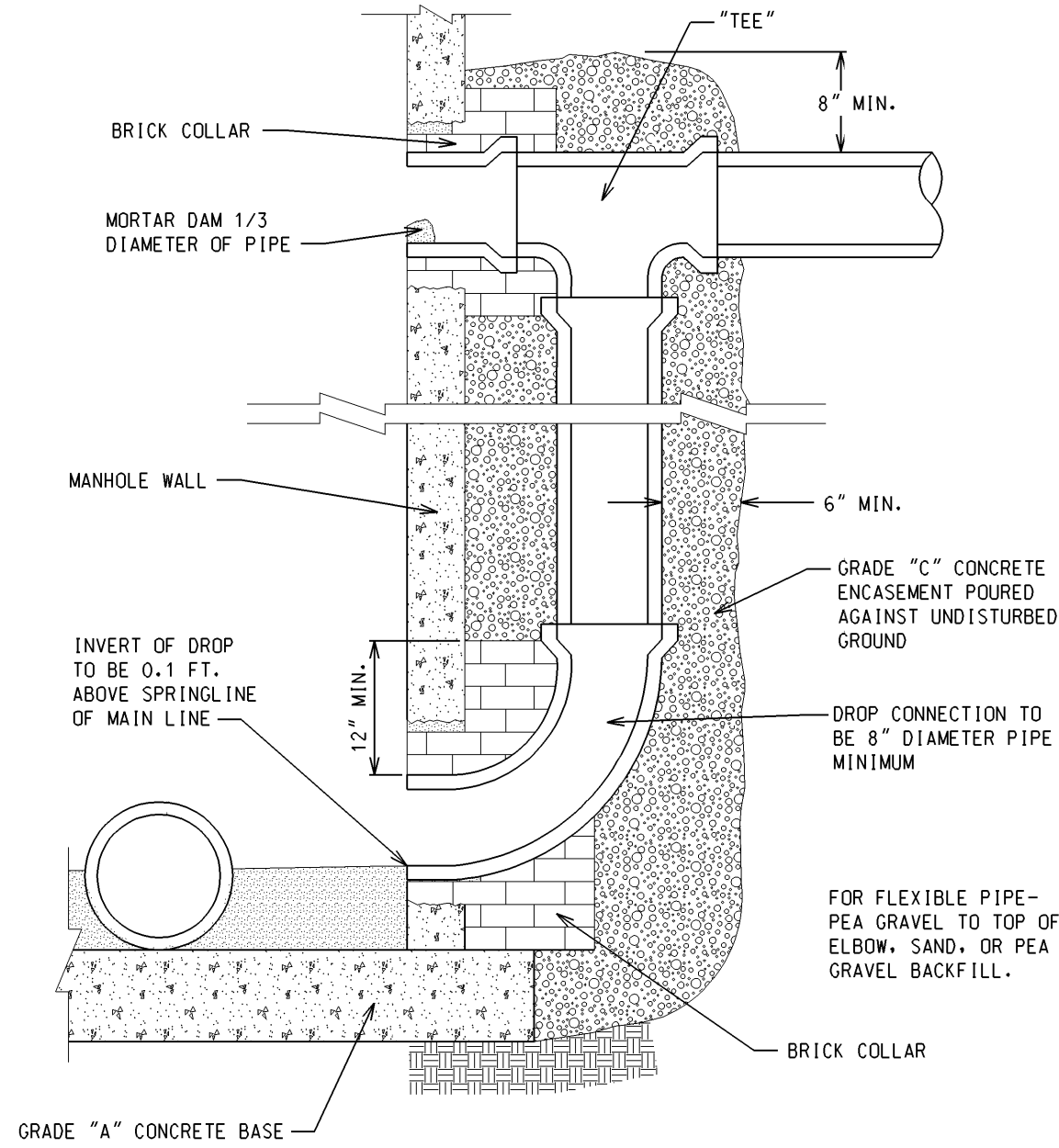
### SEWER MANHOLE

( 8" THRU 15" DIA. SEWERS )

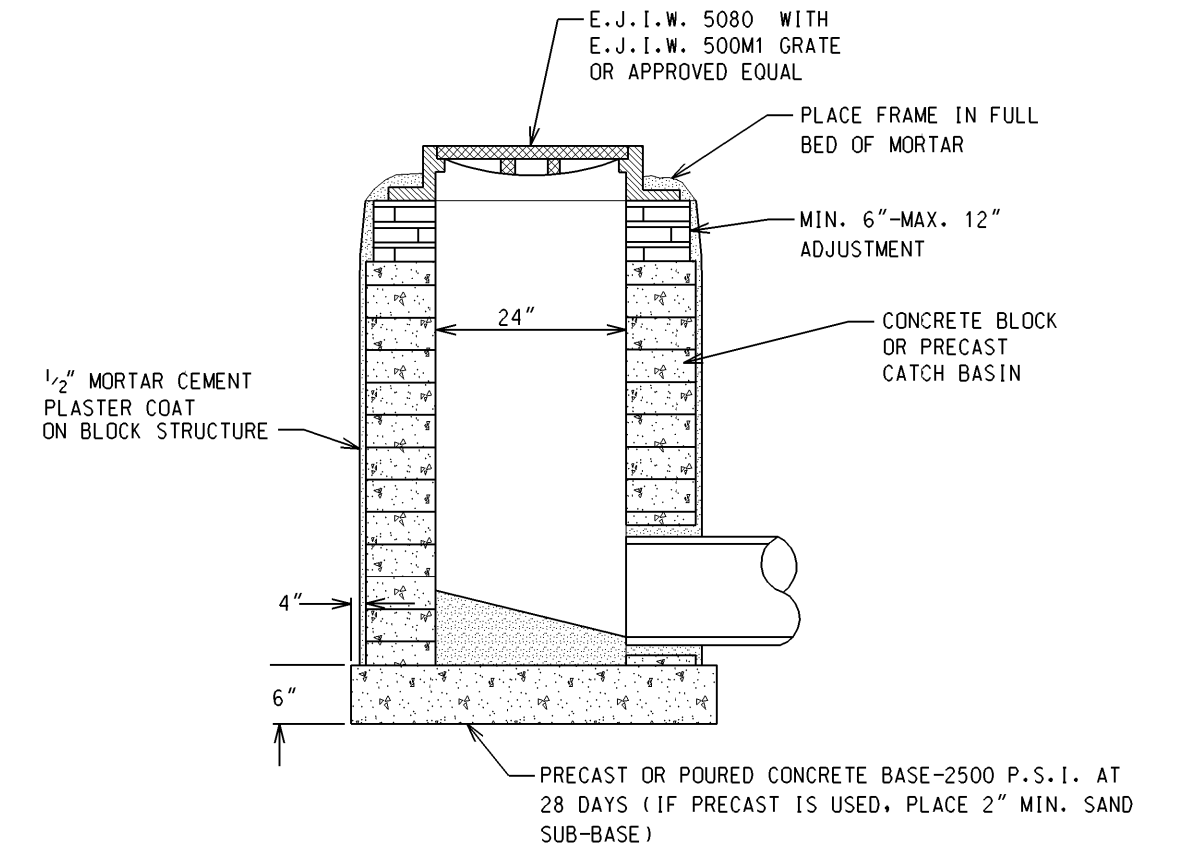


### SEWER MANHOLE

( 18" THRU 42" DIA. SEWERS )

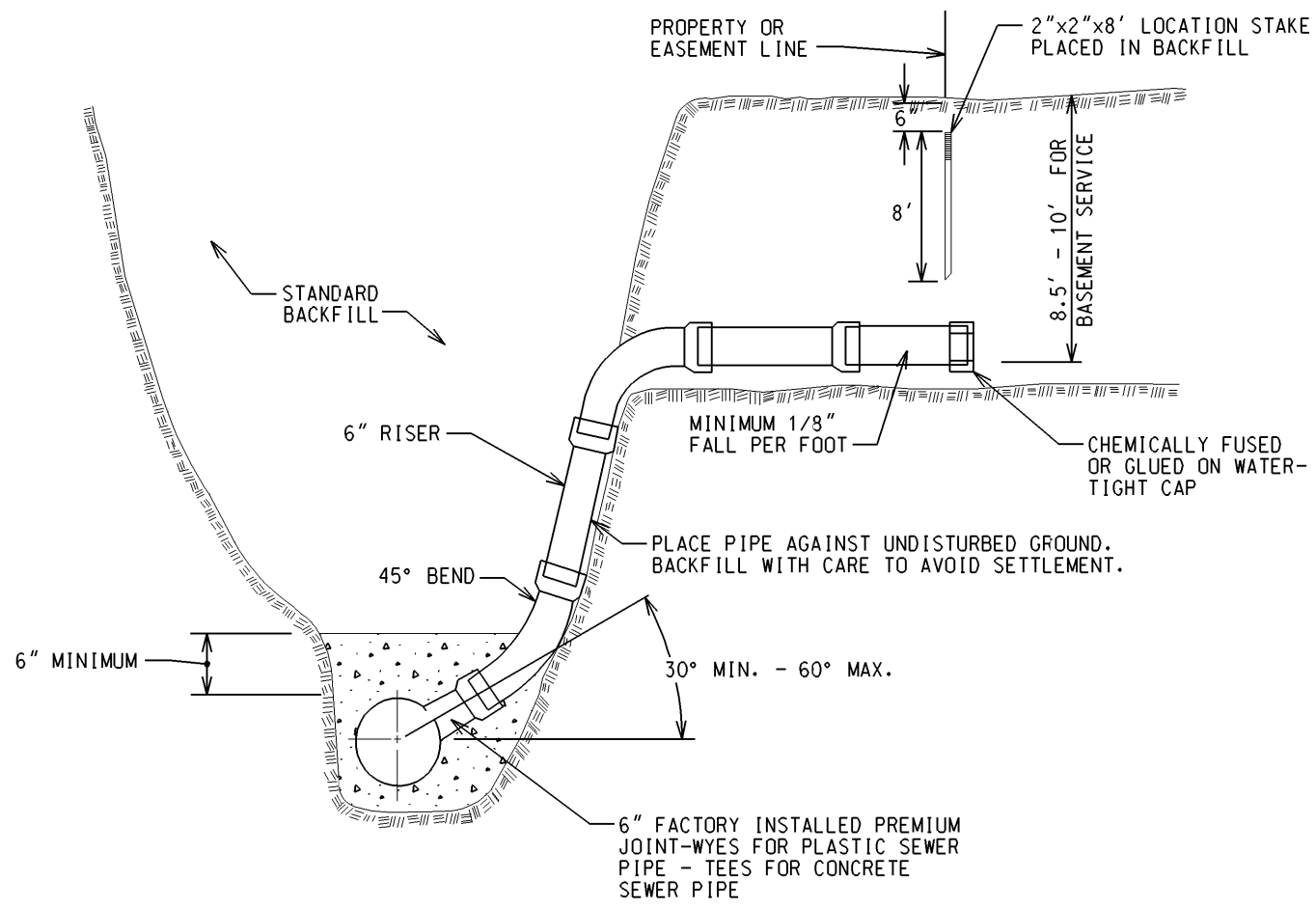


### EXTERNAL DROP CONNECTION



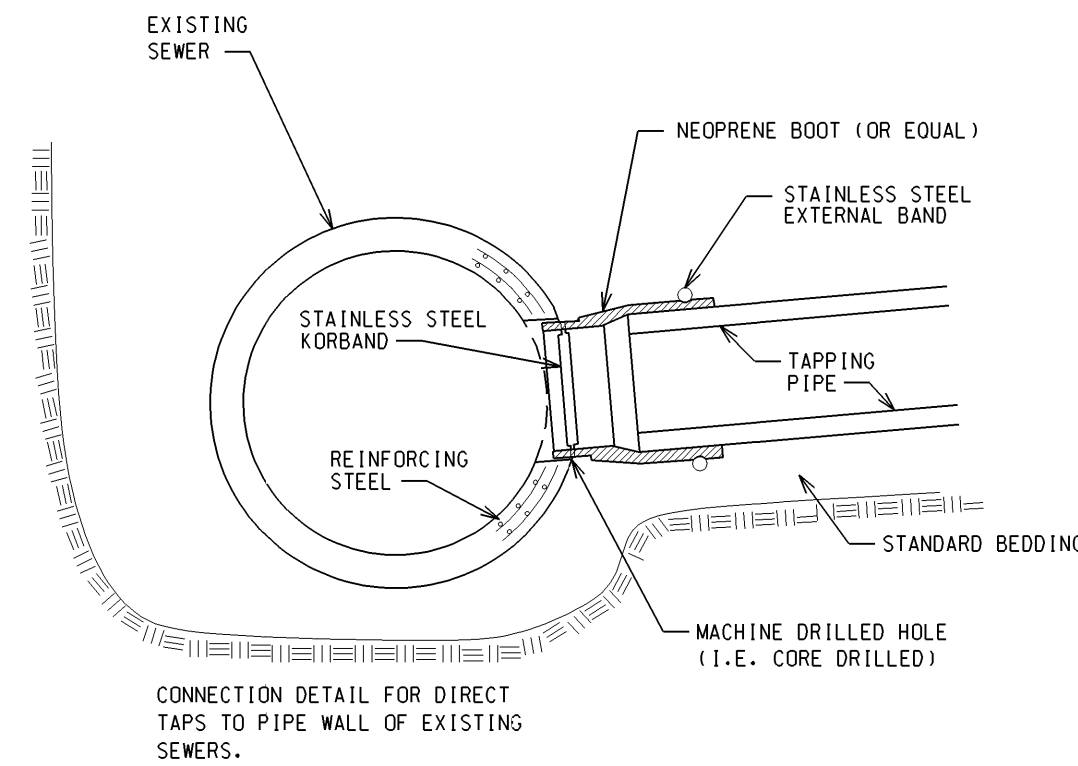
### 2 FT. DIAMETER INLET

NOTE: FOR CATCH BASINS OR INLETS WITHIN YARD AREAS USE E.J.I.W. 1040 WITH TYPE "N" COVER OR APPROVED EQUAL



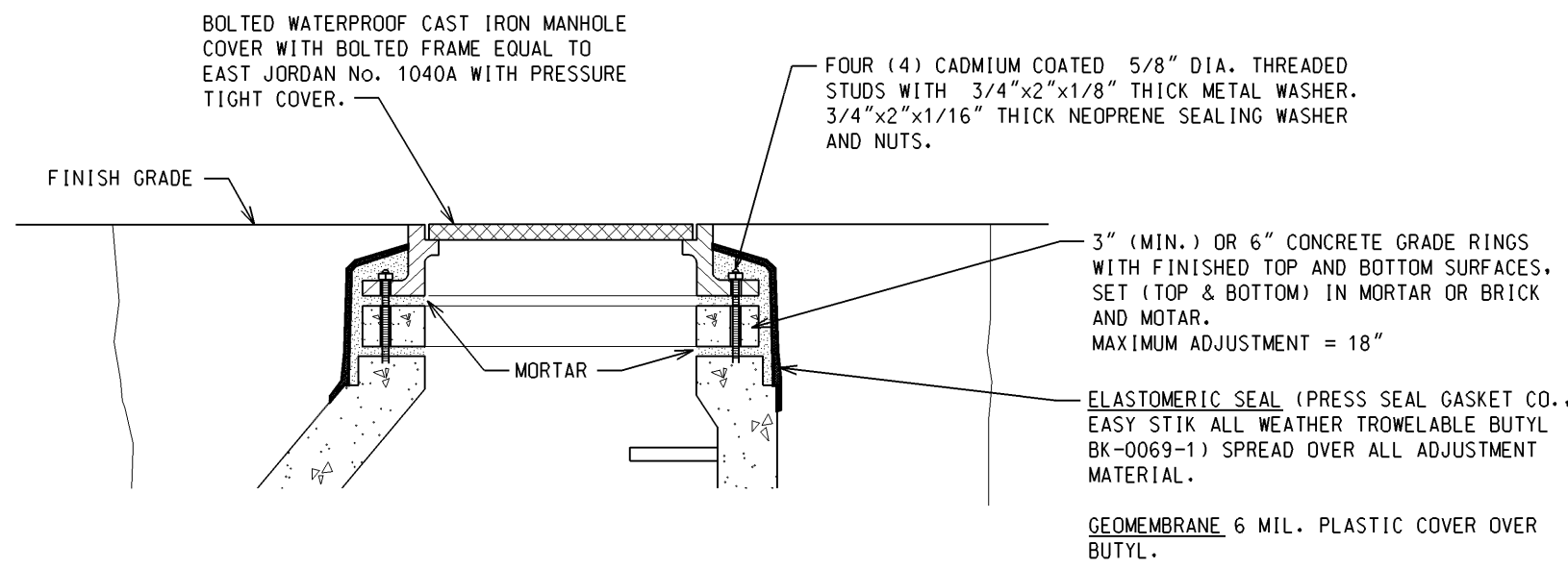
### BUILDING LEAD DETAIL

0" - 15" COVER

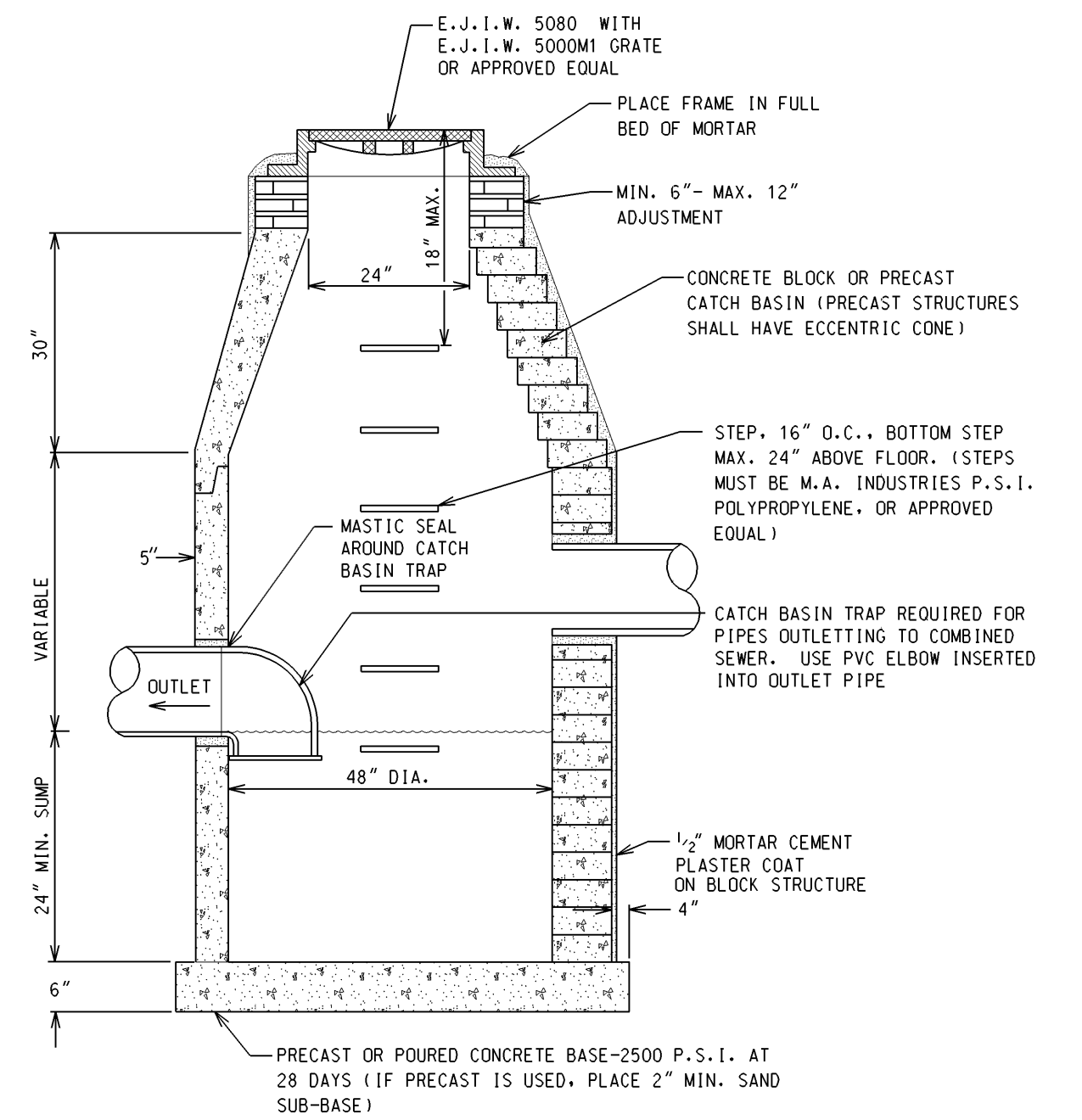


### KOR-N-TEE TAP FOR CONCRETE

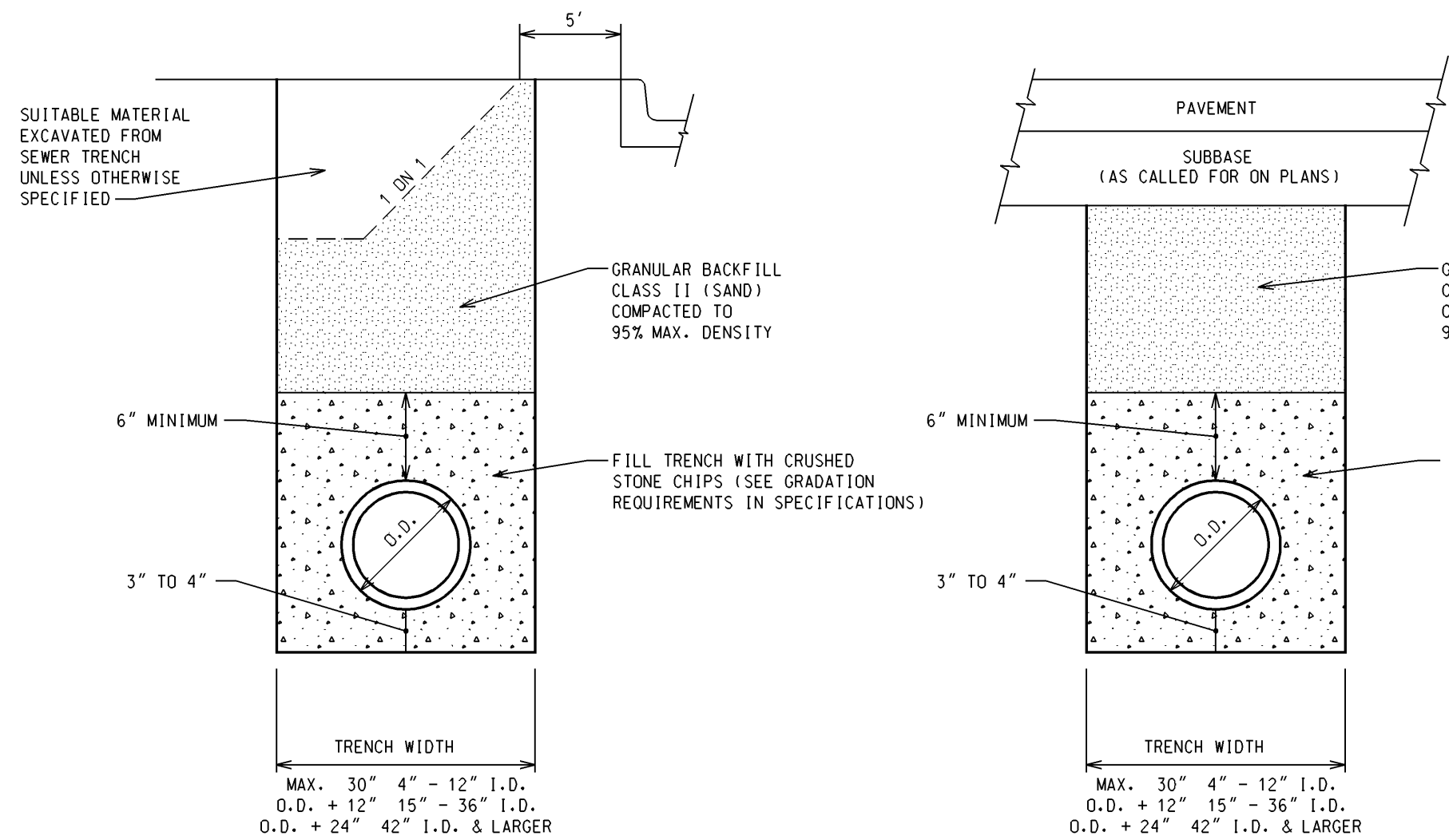
NO SCALE



### SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



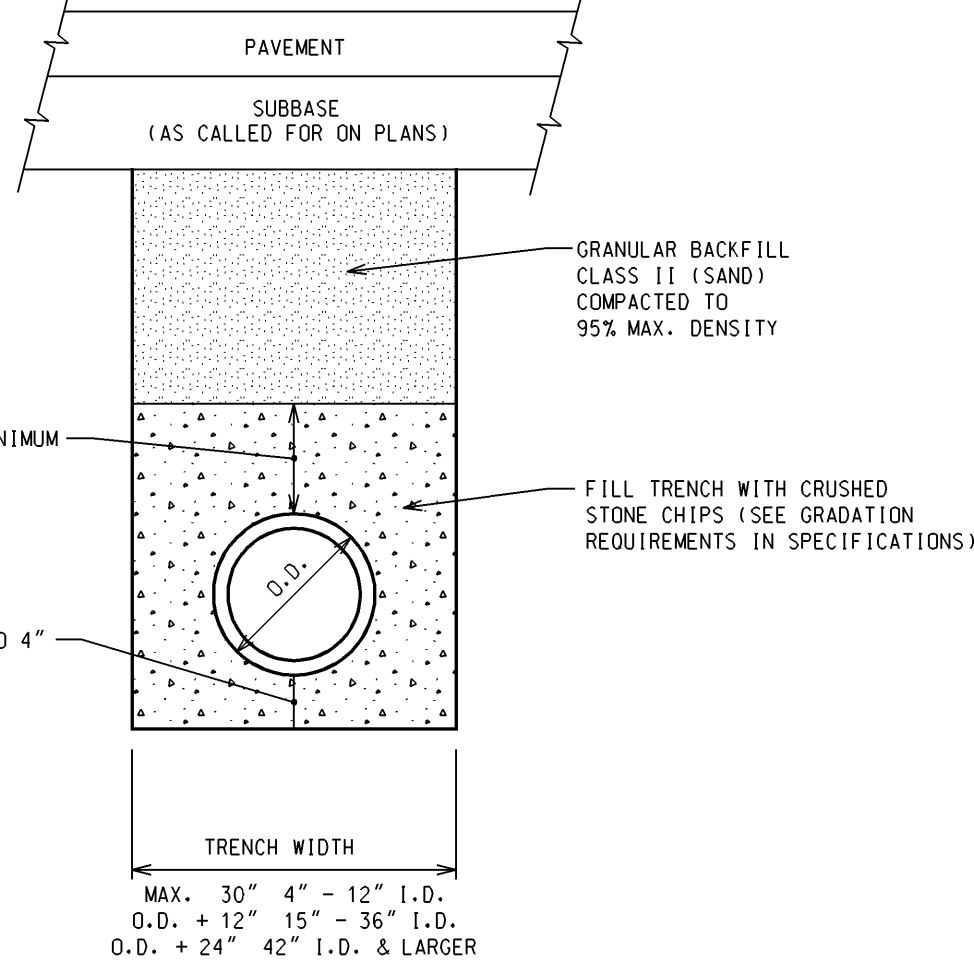
### 4 FT. DIAMETER CATCH BASIN



### TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED

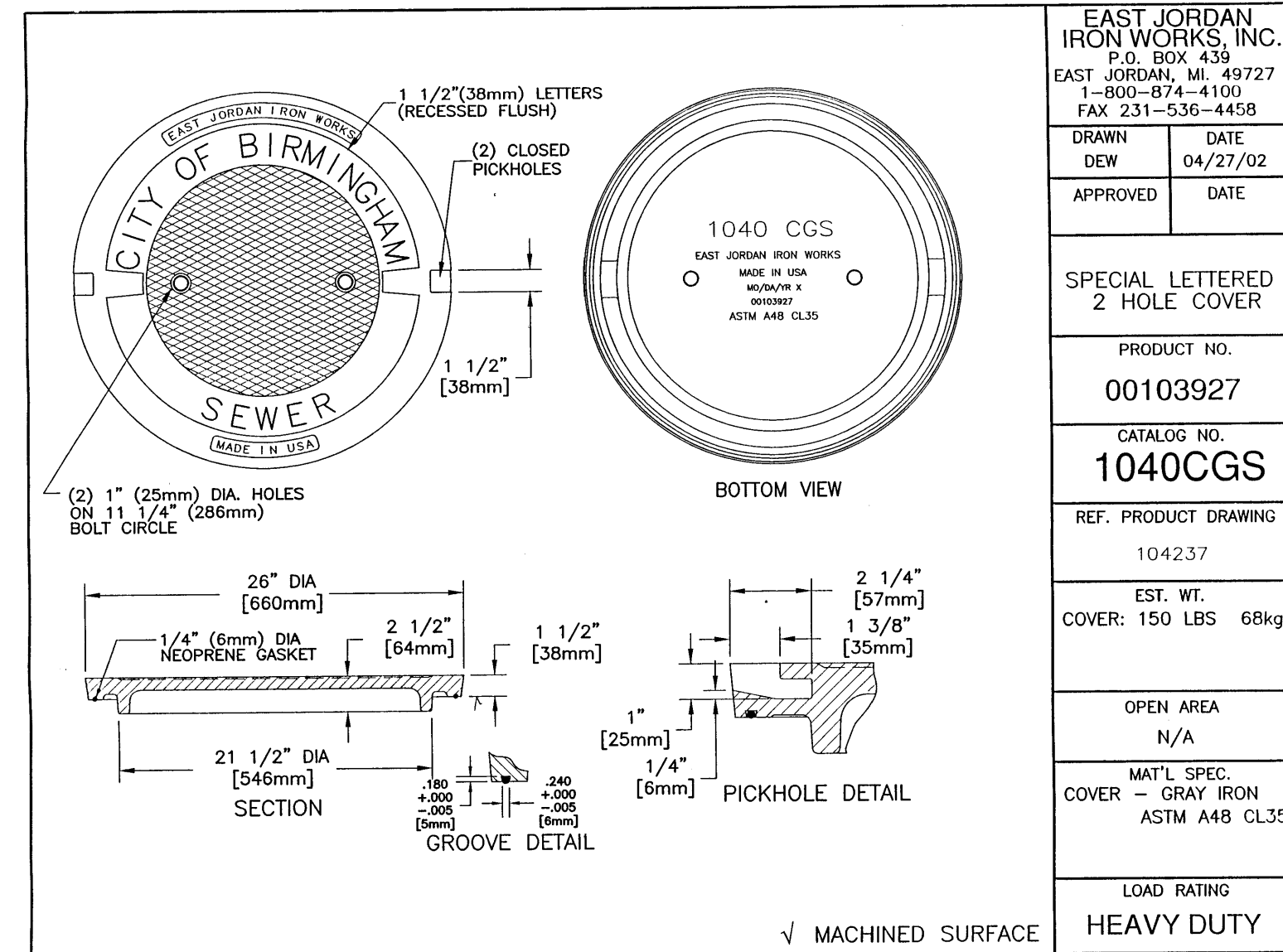
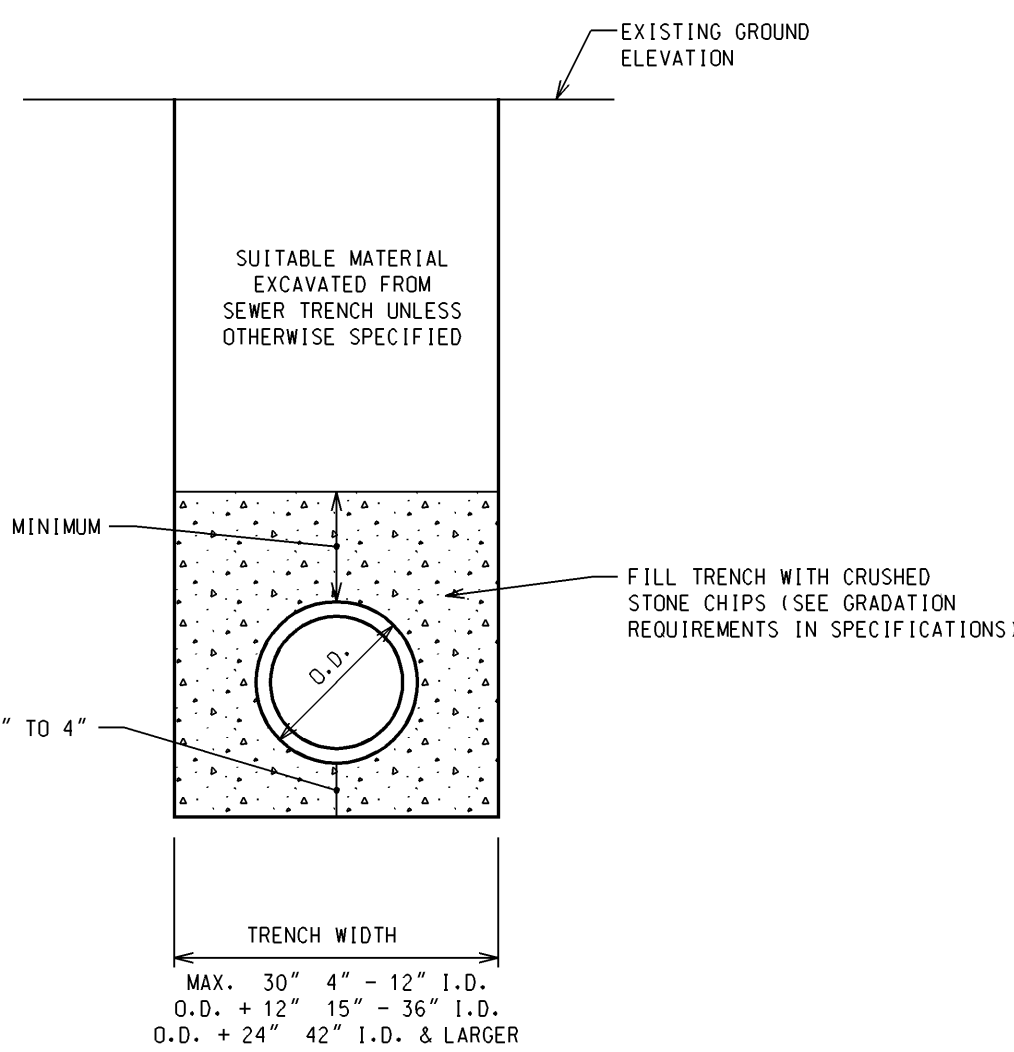
NOT TO SCALE



### TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED

NOT TO SCALE

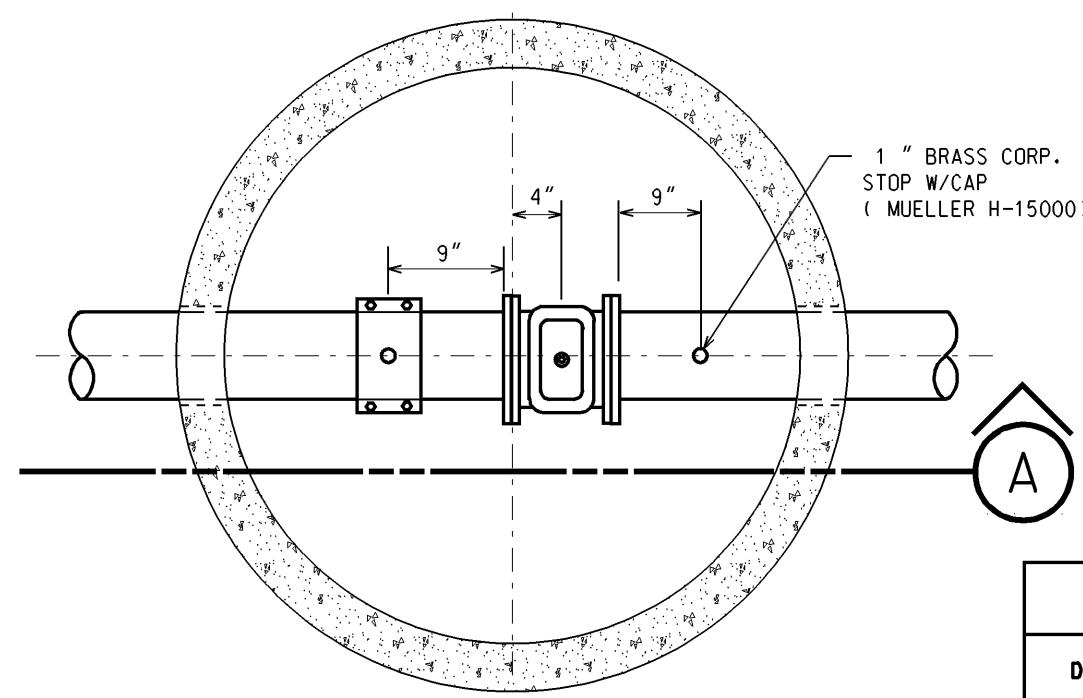


151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

### SEWER STANDARD DETAILS

DATE:	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE JANUARY 2007	
		APPROVED	SCALE	

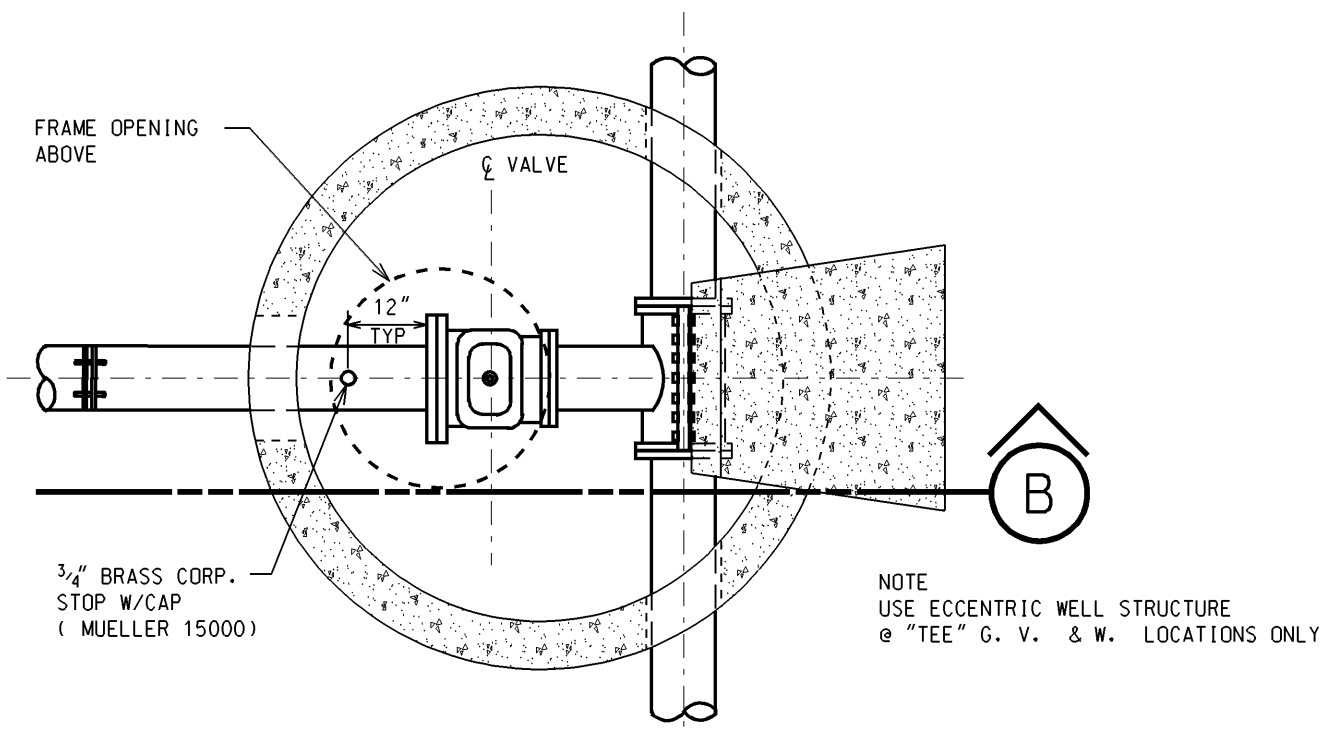




**GATE WELL PLAN**

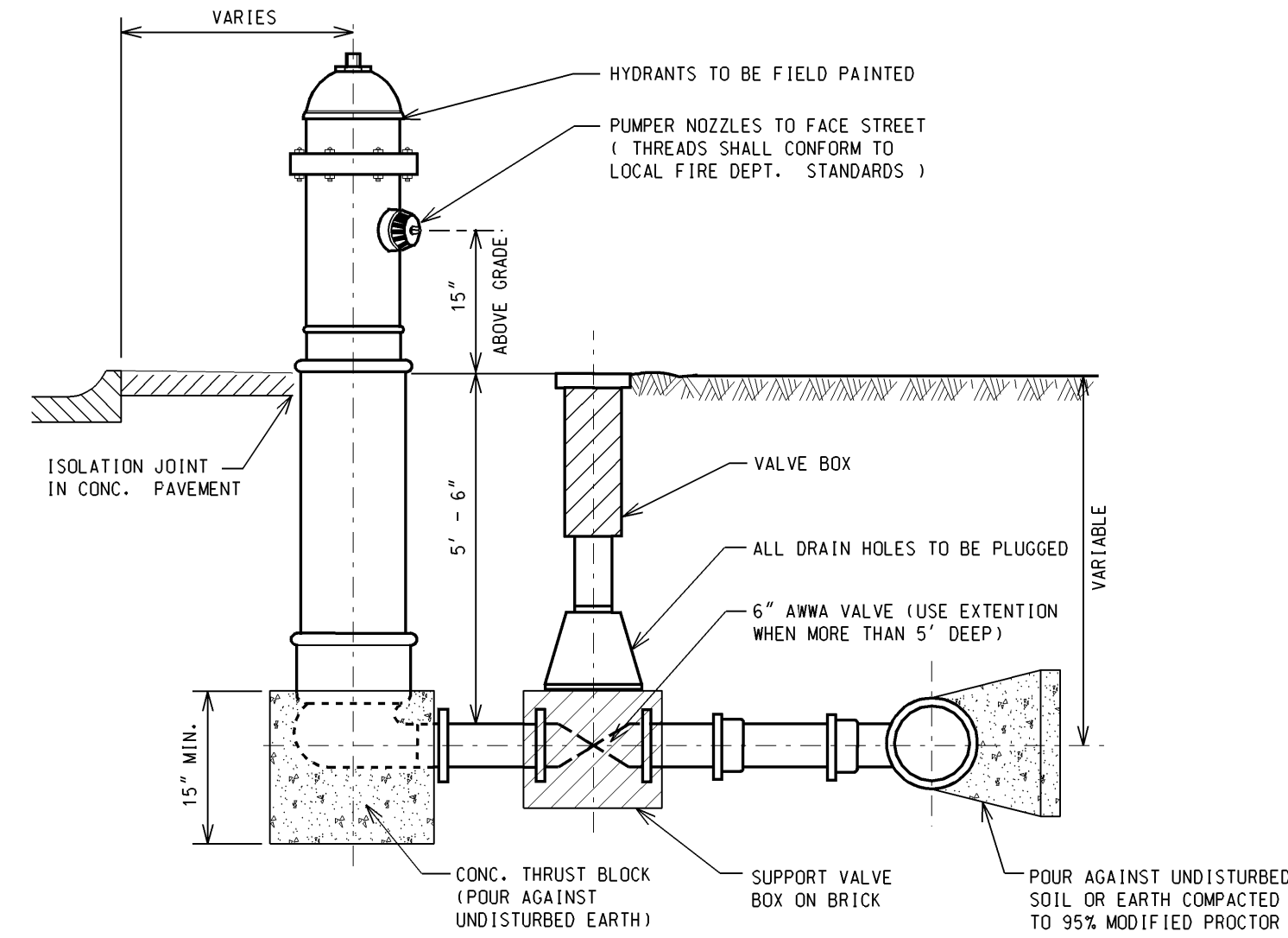
NO SCALE

GATE WELL SCHEDULE		PIPE DIA. INCHES			
DESCRIPTION	DIM.	6" & 8"	12"	16"	
INSIDE DIA.	A	60"	72"	72"	
WALL THICK.	B	5"	7"	7"	
VALVE BLOCK THICK	C	4"	4"	4"	

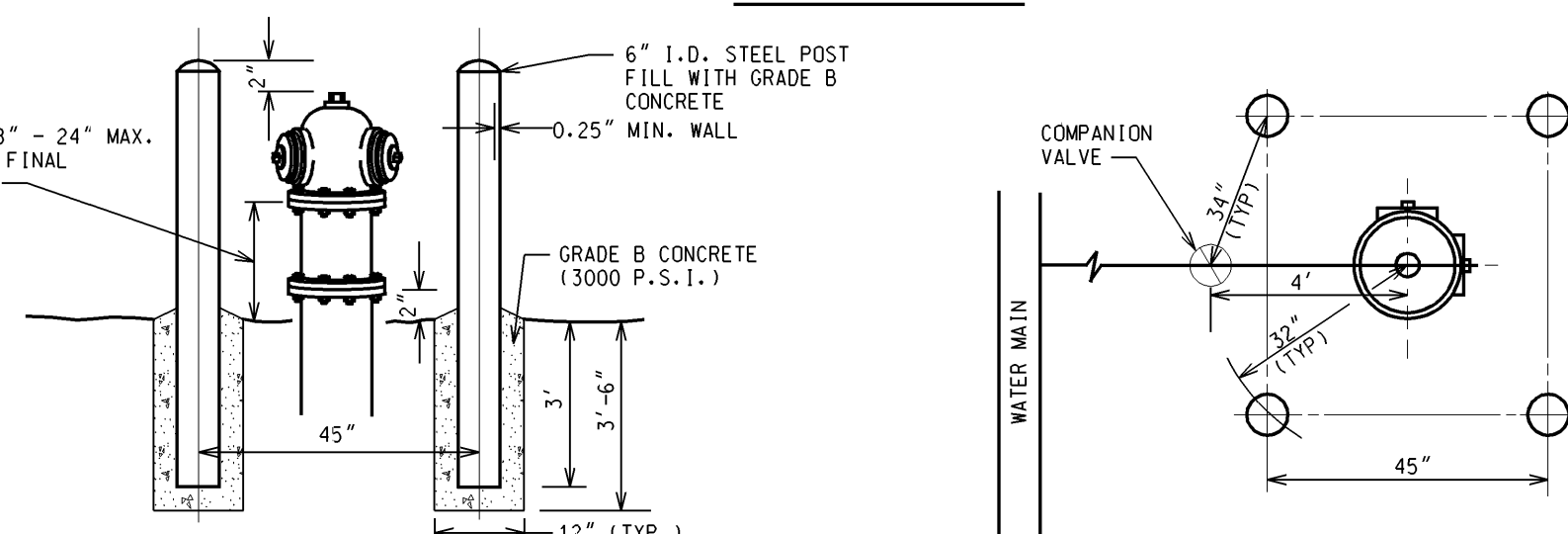


**TAPPING SLEEVE, VALVE & WELL PLAN**

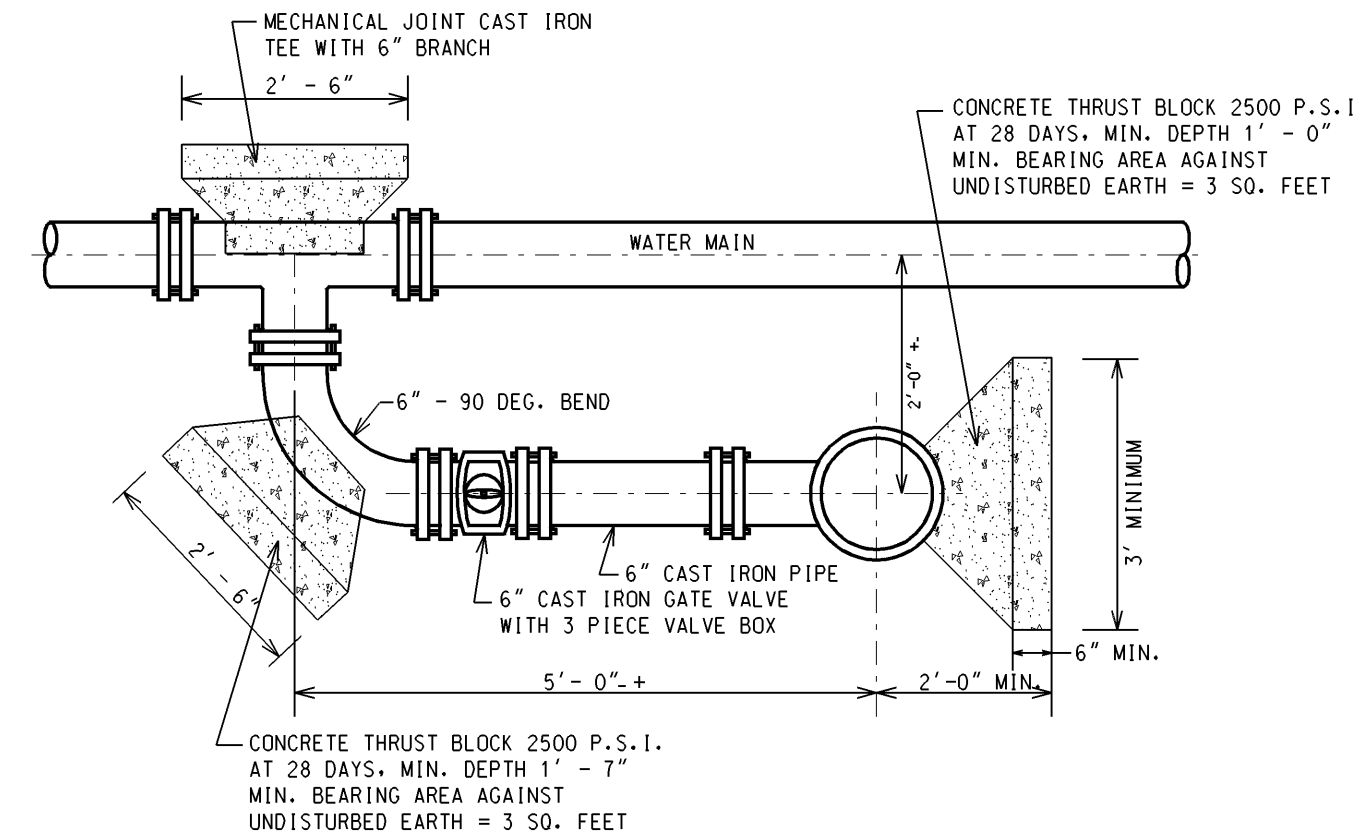
NO SCALE



**ELEVATION**



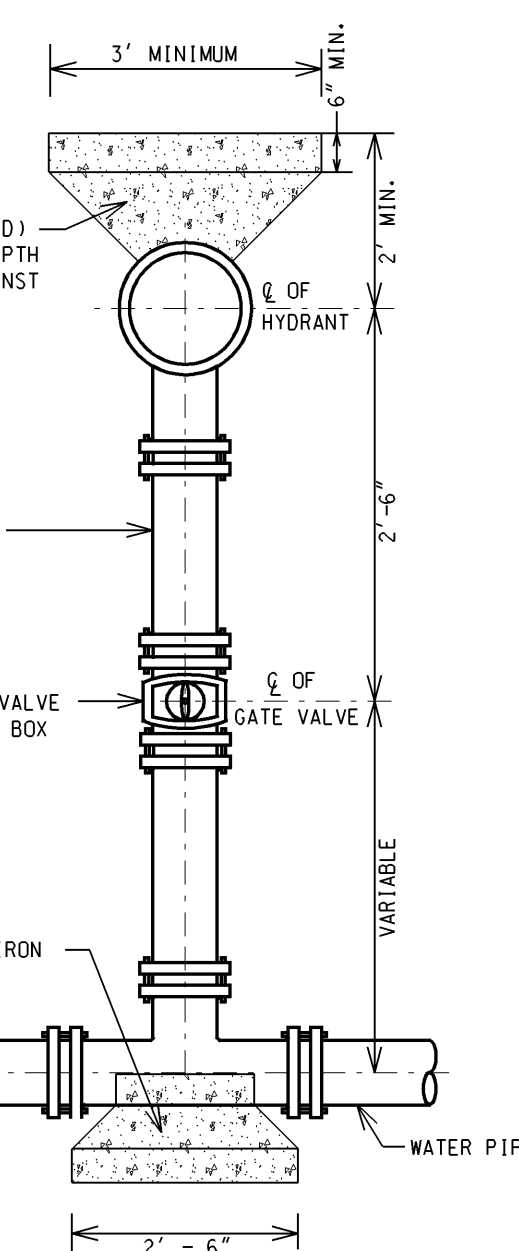
**FIRE HYDRANT GUARD POSTS DETAIL**



**"L" HYDRANT CONNECTION**

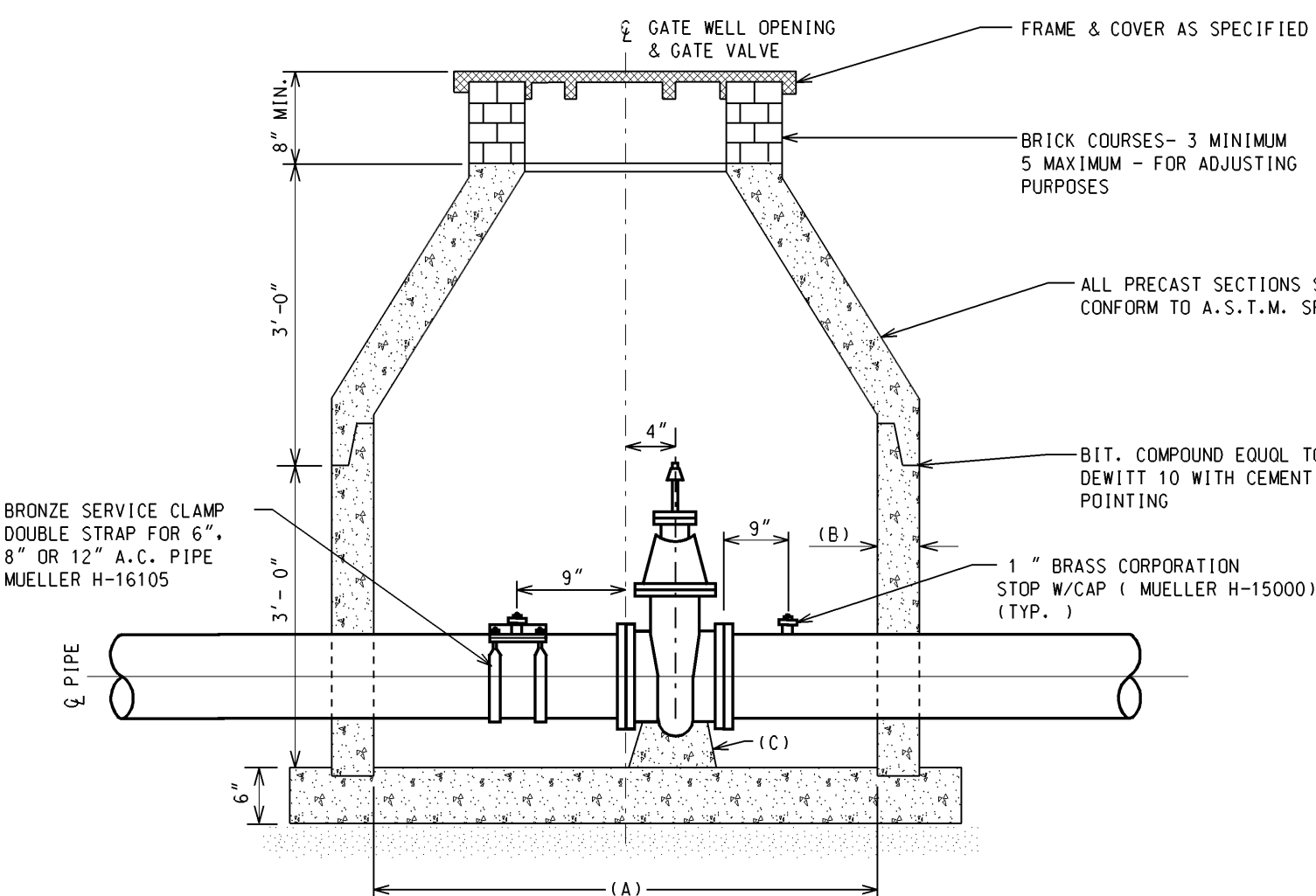
NO SCALE  
W-9

NOTE: FOR CONSTRUCTION OF NEW FIRE HYDRANT TO EXISTING "LIVE" WATERMAIN, USE 6" TAPPING SLEEVE VALVE & BOX TO MAKE CONNECTION, AND DELETE "6" CAST IRON GATE VALVE WITH 3 PIECE VALVE BOX" AS SHOWN ON DETAIL.



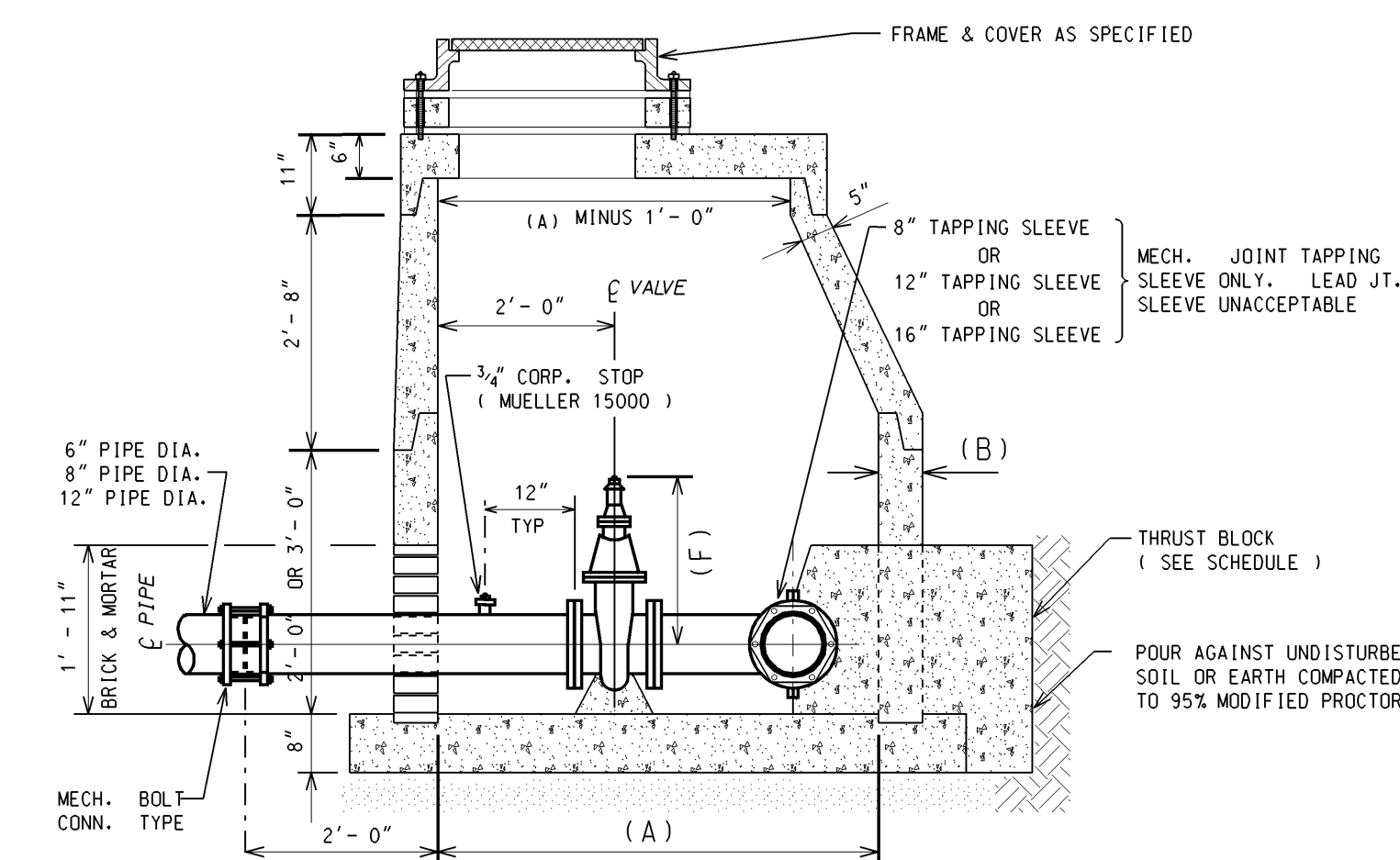
**STRAIGHT HYDRANT CONNECTION**

NO SCALE  
W-10



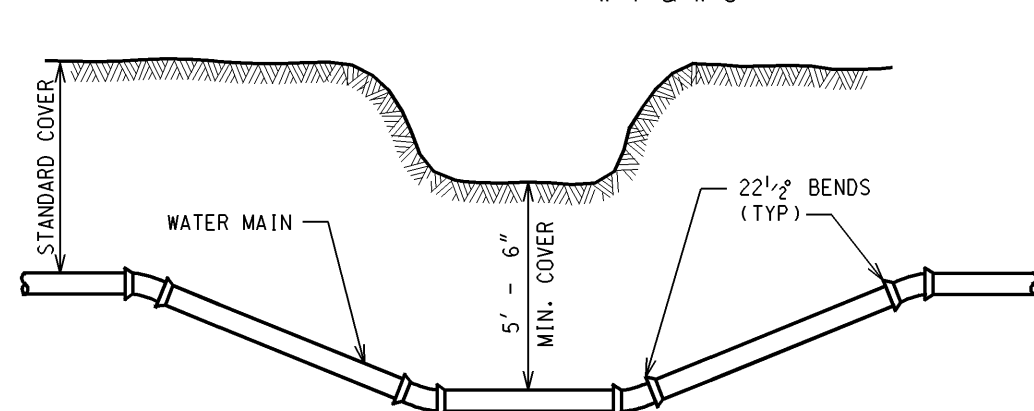
**SECTION "A" GATE WELL**

NO SCALE  
W-1 & W-3



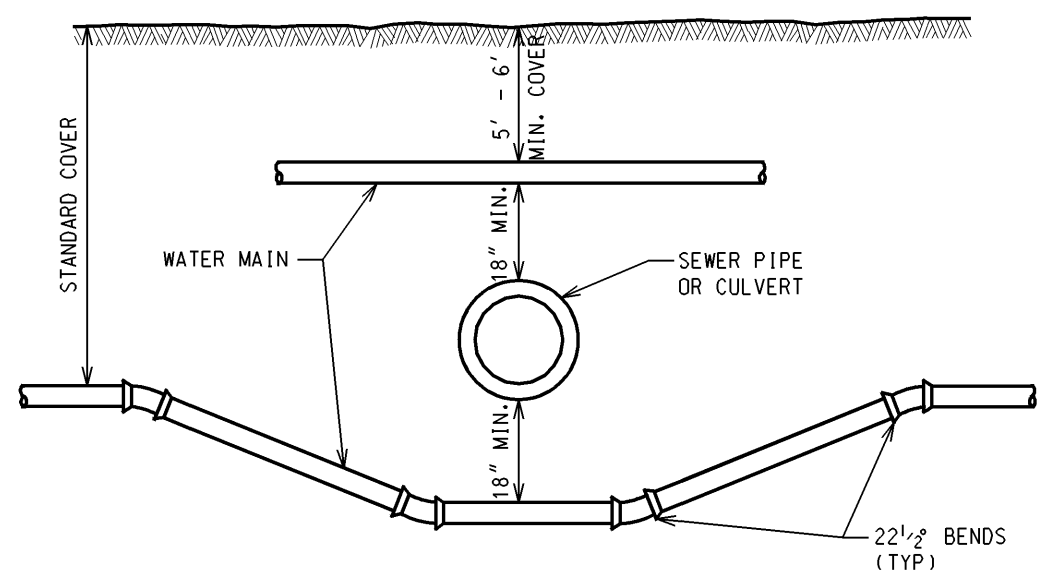
**SECTION "B" TAPPING SLEEVE, VALVE & WELL**

NO SCALE  
W-4



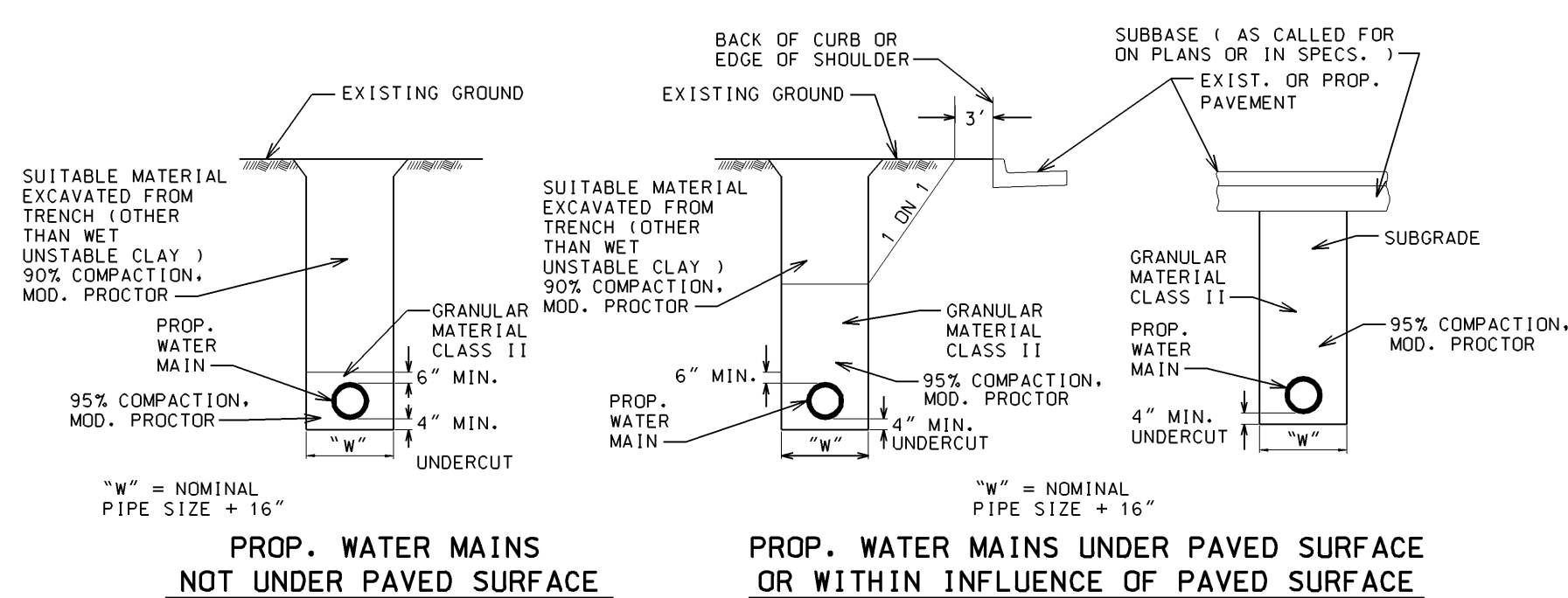
**DITCH AND STREAM CROSSING**

NO SCALE

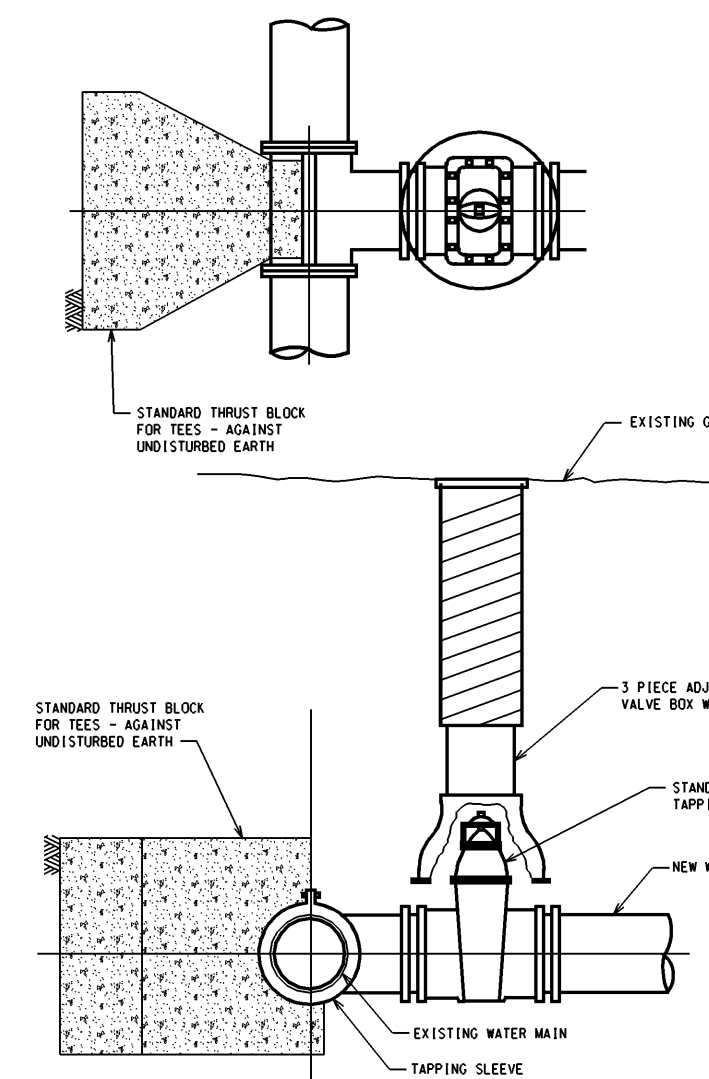


**SEWER OR CULVERT CROSSING**

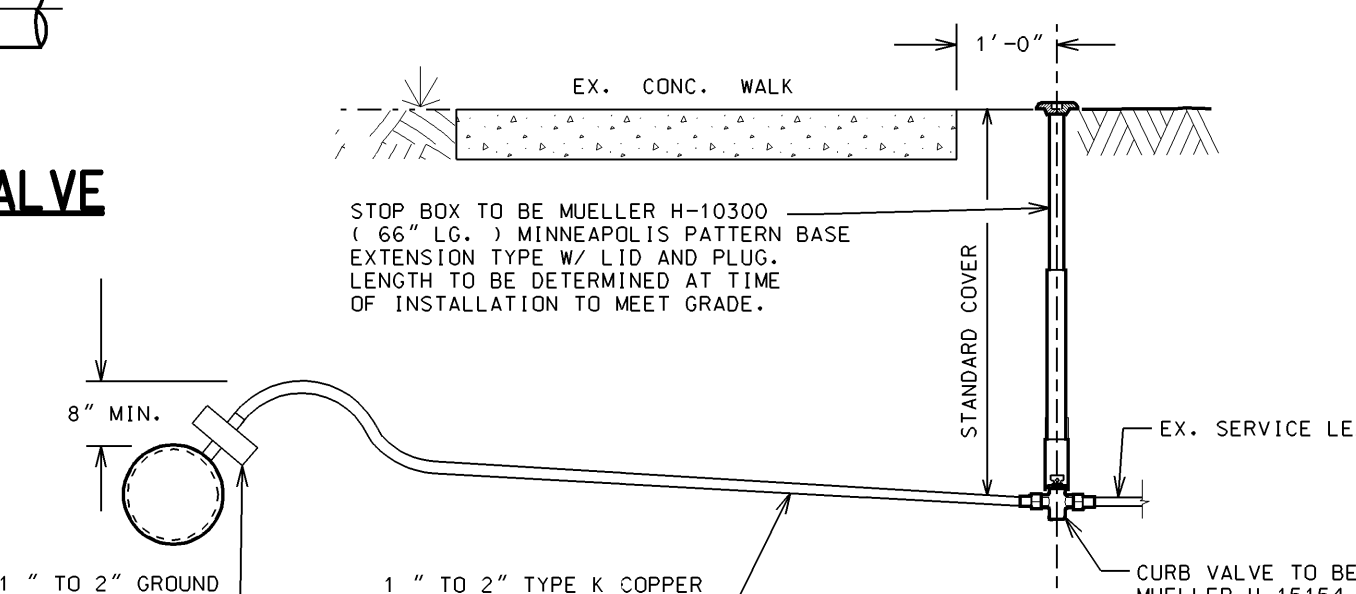
NO SCALE



**BEDDING DETAILS**

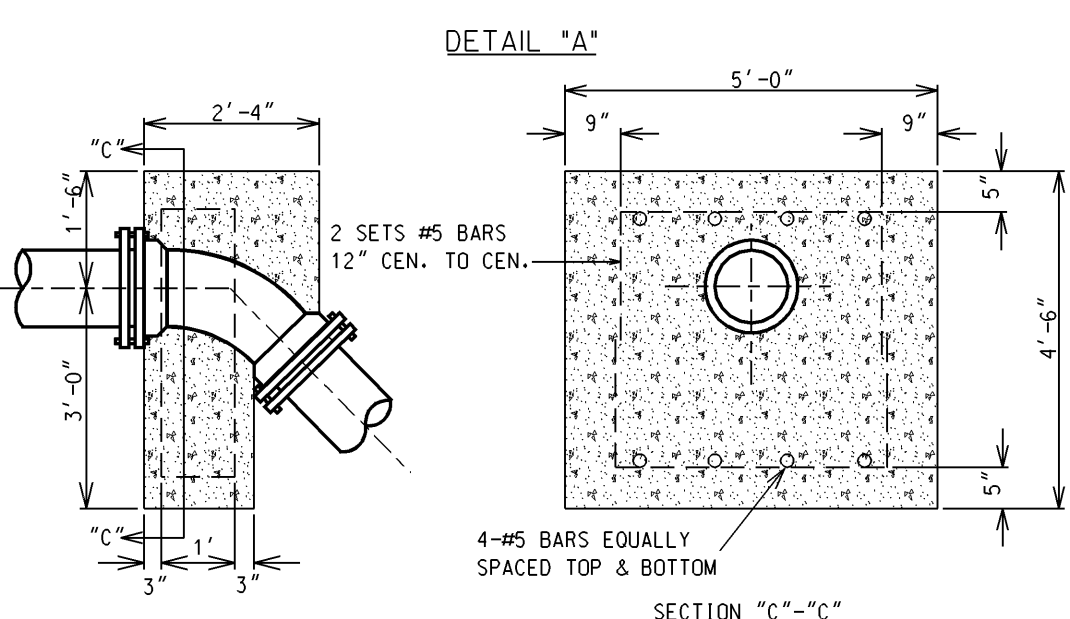


**TAPPING SLEEVE & VALVE W/VALVE BOX**



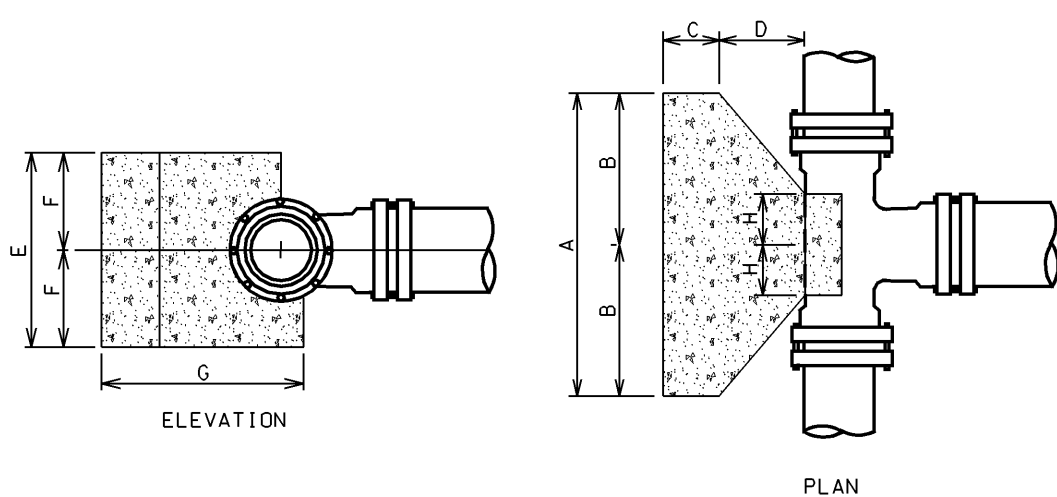
**WATER SERVICE CONNECTION ( TYP )**

NO SCALE



**DETAIL "A"**

NO SCALE



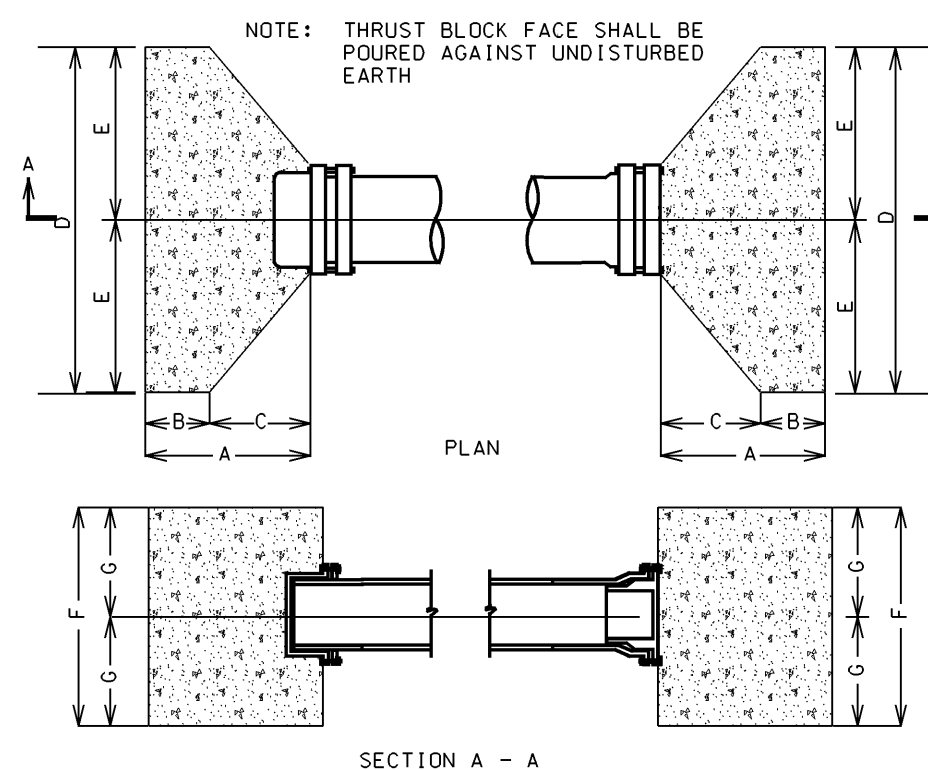
THRUST BLOCK FACE SHALL BE POURED AGAINST UNDISTURBED EARTH.  
CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

SCHEDULE OF THRUST BLOCK DIMENSIONS		TEE SIZE			
CODE		8"x8"	12"x12"	16"x16"	24"x24"
A	3'-0"	4'-0"	5'-0"		
B	1'-6"	2'-0"	2'-6"		
C	0'-9"	0'-9"	1'-0"		
D	1'-0"	1'-4"	1'-8"		
E	2'-0"	3'-0"	4'-0"		
F	1'-0"	1'-6"	2'-0"		
G	2'-2"	2'-10"			
H	1'-0"	1'-0"	1'-3"		
I	2'-10"	3'-1"	3'-8"		
J	3'-3"	3'-7"	4'-2"		
K	0'-6"	0'-10"			
L	0'-6"	0'-10"			
M	0'-6"	0'-10"			
N	0'-6"	0'-10"			
O	0'-6"	0'-10"			
P	0'-6"	0'-10"			
Q	0'-6"	0'-10"			
R	0'-6"	0'-10"			
S	0'-6"	0'-10"			
T	0'-6"	0'-10"			
U	0'-6"	0'-10"			
V	0'-6"	0'-10"			
W	0'-6"	0'-10"			
X	0'-6"	0'-10"			
Y	0'-6"	0'-10"			
Z	0'-6"	0'-10"			

SIZE	ANGLE	A MIN.	B MIN.	C	D	E	F	G	H MIN.	J
6"	45°	1'-6"	0'-9"	0'-9"	1'-6"	0'-9"	1'-6"	0'-9"	1'-8"	0'-10"
6"	90°	1'-6"	0'-9"	0'-9"	1'-6"	0'-9"	1'-6"	0'-9"	1'-8"	0'-10"
8"	45°	1'-9"	0'-9"	1'-0"	2'-4"	1'-2"	2'-0"	1'-0"	1'-11"	1'-4"
8"	90°	1'-9"	0'-9"	1'-0"	3'-4"	1'-8"	2'-6"	1'-3"	1'-11"	1'-4"
12"	22-1/2°	1'-9"	0'-9"	1'-0"	2'-6"	1'-3"	2'-0"	1'-0"	2'-0"	1'-4"
12"	45°	2'-1"	0'-9"	1'-4"	3'-6"	1'-9"	2'-6"	1'-3"	2'-4"	1'-4"
12"	90°	2'-1"	0'-9"	1'-4"	5'-0"	2'-9"	3'-0"	1'-6"	2'-4"	1'-4"
16"	22-1/2°	2'-8"	1'-0"	1'-8"	3'-4"	1'-8"	2'-6"	1'-3"	3'-0"	1'-2"
16"	45°	2'-8"	1'-0"	1'-8"	5'-4"	2'-8"	3'-0"	1'-6"	3'-0"	1'-6"
16"	90°	2'-8"	1'-0"	1'-8"	6'-0"	3'-0"	5'-0"	2'-6"	3'-0"	1'-8"
24"	90°	4'-7"	1'-0"	3'-7"	10'-0"	5'-0"	7'-0"	3'-6"	5'-4"	2'-4"

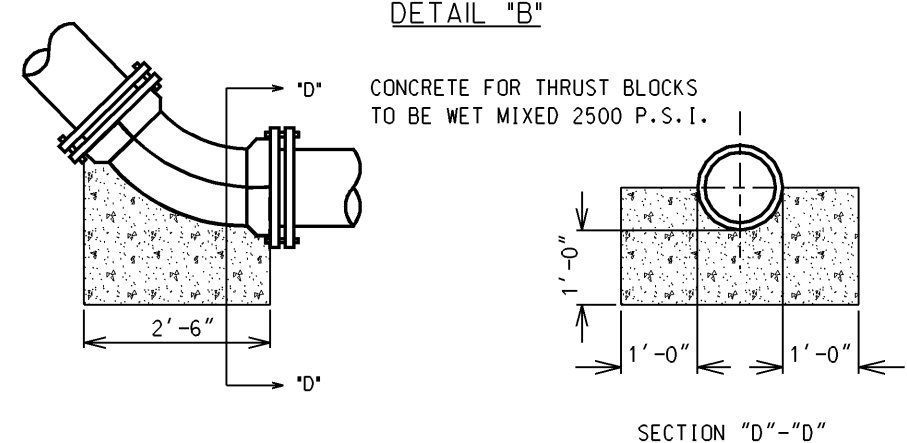
**CONCRETE THRUST BLOCK FOR BENDS**

N. T. S.



SIZE	A MIN.	B MIN.	C	D	E	F	G
8"	1'-11"	0'-3"	1'-2"	3'-0"	1'-6"	2'-0"	1'-0"
12"	2'-1"	0'-9"	1'-4"	4'-0"	2'-0"	3'-0"	1'-6"
16"	2'-8"	1'-0"	1'-8"	5'-0"	2'-6"	4'-0"	2'-0"

**CONC. THRUST BLOCKS FOR PLUGS & CAPS**



**VERTICAL BEND THRUST BLOCKS FOR 8"-12" MAINS**

**CONCRETE THRUST BLOCK FOR TEES**

N. T. S.

**City of Birmingham**  
A Walkable Community

151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

**WATER MAIN STANDARD DETAILS**

DATE:	ADDITION AND/OR REVISION:	DRAWN:	PROJECT NO.:	SHEET NO.:
		DESIGNED:	DATE:	WM-1
		APPROVED:	SCALE:	





## MEMORANDUM

City Clerk's Office

**DATE:** March 15, 2016  
**TO:** Joseph A. Valentine, City Manager  
**FROM:** Laura M. Pierce, City Clerk  
**SUBJECT:** Board of Ethics  
Amendment to Ethics Ordinance

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At the February 12, 2016 Board of Ethics meeting, the Board of Ethics discussed Section 2-321 of the Ethics Ordinance. The Board suggested the following revision be made:

Sec. 2-321. - Responsibilities of public office.

City officials and employees are bound to uphold the Constitution of the United States and the Constitution of the state and to carry out impartially and comply with the laws of the nation, state, and the city. City officials and employees must not exceed their authority or breach the law or ask others to do so. City officials and employees are bound to observe in their official acts the highest standards of ~~morality~~ ethical conduct and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their official conduct ~~in both their official and private affairs~~ should be above reproach.

All city officials and employees shall safeguard public confidence by being honest, fair and respectful of all persons and property with whom they have contact, by maintaining non-partisanship in all official acts, and by avoiding conduct which may tend to undermine respect for city officials and employees and for the city as an institution.

A letter from the Board of Ethics has been included to explain the reasoning behind the suggested revision.

**SUGGESTED ACTION:**

To adopt an ordinance to amend Part II of the City Code, Chapter 2 Administration, Article IX Ethics, Section 2-321 Responsibilities of Public Office.



CITY OF BIRMINGHAM  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE CHAPTER 2  
ADMINISTRATION, ARTICLE IX ETHICS, SECTION 2-321 RESPONSIBILITIES OF  
PUBLIC OFFICE:**

THE CITY OF BIRMINGHAM ORDAINS:

Part II of City Code Chapter 2, Administration, Article IX Ethics, Section 2-321 Responsibilities of Public Office, which shall read as follows:

Sec. 2-321. - Responsibilities of public office.

City officials and employees are bound to uphold the Constitution of the United States and the Constitution of the state and to carry out impartially and comply with the laws of the nation, state, and the city. City officials and employees must not exceed their authority or breach the law or ask others to do so. City officials and employees are bound to observe in their official acts the highest standards of ~~morality~~ ethical conduct and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their official conduct ~~in both their official and private affairs~~ should be above reproach.

All city officials and employees shall safeguard public confidence by being honest, fair and respectful of all persons and property with whom they have contact, by maintaining non-partisanship in all official acts, and by avoiding conduct which may tend to undermine respect for city officials and employees and for the city as an institution.

Ordained this \_\_\_\_ day of March, 2016, to become effective upon publication in a newspaper of general circulation within the City of Birmingham.

\_\_\_\_\_  
Rackeline J. Hoff, Mayor

\_\_\_\_\_  
Laura M. Pierce, City Clerk



March 15, 2016

City Commission  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48009

Re: Possible Amendment to the City of Birmingham's Ethics Ordinance

Ladies and Gentlemen of the Commission:

I write on behalf of the City of Birmingham Board of Ethics to recommend that the Birmingham City Commission amend a provision of the city's ethics ordinance. The ordinance was adopted May 19, 2003 and became effective on July 21 that year. The ordinance creates the board of ethics, on which my two colleagues and I have served since its inception. We have adopted a mission statement, rules of procedure, and forms to govern our work; decided 25 cases through published opinions following public hearings; and organized and presented seminars on the ordinance, the open meetings act, the freedom of information act, and parliamentary procedure. Our work routinely requires us to construe and apply the ethics ordinance.

We believe the ethics ordinance is well-drafted legislation that provides appropriate guidance to city officials in conducting their public affairs. We especially value its expressed goal of being preventative, not punitive. The ordinance invites city officials to seek advice about their conduct through advisory opinions from the board, something that city officials have done many times.

Our experience with construing the ethics ordinance in light of cases we have decided, however, causes us concern about one particular provision that is the subject of our recommendation. Specifically, we reference the first paragraph of section 2-321, as found in the city code. For reasons explained below, we are concerned about the highlighted words.

City officials and employees are bound to uphold the Constitution of the United States and the Constitution of the state and to carry out impartially and comply with the laws of the nation, state, and the city. City officials and employees are bound to observe in their official acts the highest standards of **morality** and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their conduct in both their official and **private affairs** should be above reproach.

We have become troubled by the word "morality" in the ordinance. As noted in *Food for Thought: Tips on Good Governmental Practices*, which is the presentation we have several times given to city officials, there is a difference between "ethics" and "morality." Ethics is a set of beliefs about what constitutes correct or proper behavior but is set within standards of conduct used to make decisions. Morality involves judgment or evaluation of an ethical system, decision or action based on social, cultural, or religious



norms. Ethics are rules of conduct recognized in respect to a particular class of human actions or a particular group or culture—a set of external rules. Morals, on the other hand, are principles or habits respecting right or wrong conduct, but they derive from an individual's personal compass of right and wrong; they are internal rules. Ethics means we do something in a certain way because society says it's the right thing to do. Morals means we do something because we believe in something being right and wrong. Ethics are governed by professional and legal guidelines within a particular time, place, or circumstance. Morality transcends cultural norms. Thus, a person could strictly follow ethical principles yet have no morals at all. Conversely, a moral person could choose to ignore ethical principles on the belief that they violate that person's moral code. An example might be the county clerk in Kentucky who, contrary to legal duty, refused to issue marriage licenses to same-sex couples because of her religious beliefs.

In our view, the city's ethics ordinance works well because it sets standards of conduct by reference to established, expressed, accepted guidelines. We can readily decide cases based upon what is permitted and forbidden by the ordinance. We do not, however, have the same ability to assess morality within the context of the ordinance. We feel ill equipped to determine whether a city official acted morally or immorally, as that determination is inherently personal and subjective.

In at least one of the cases brought before us, the "morality" provision of the ordinance was raised to support a claim that a city official acted improperly. We rejected that argument given that morality had nothing to do with the conduct at issue. We believe, however, that the "morality" provision can be used unfairly for purposes other than the enforcement of the ordinance. We further recall the concern expressed by some members of the public at the time the city was considering adopting the ordinance. Some citizens feared that the board of ethics would become the "morals police." Fortunately, the ordinance establishes the boundaries of the board's jurisdiction, which our board itself has observed even more clearly through our rules of procedure. We do not commence cases. We act only on cases filed by others according to an established process.

We believe that morality is highly important in society. As to governmental conduct, however, morality is best enforced politically, by the people through the ballot box. We believe that it is not suited for determination within the confines of the ethics ordinance. What is immoral to us may be perfectly moral to the parties whose conduct we are evaluating, or vice versa. These same considerations hold for the phrase "beyond reproach" insofar as it applies to private affairs rather than official duties.

This is not to say that public officials should not be held to the highest ethical standards and to conduct themselves beyond reproach in discharging their official duties. They should.

Accordingly, we recommend to the city commission the following amendment to section 2-321 of the ethics ordinance. The proposed changes are indicated by striking



through the words we believe should be deleted and underlining the words we believe should be inserted.

City officials and employees are bound to uphold the Constitution of the United States and the Constitution of the state and to carry out impartially and comply with the laws of the nation, state, and the city. City officials and employees are bound to observe in their official acts the highest standards of ~~morality~~ ethical conduct and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their official conduct ~~in both their official and private affairs~~ should be above reproach.

We thank the city commission for considering this recommendation. We are willing to appear before the commission to discuss this further should the commission desire.

City of Birmingham  
Board of Ethics

Sophie Fierro-Share  
Chairperson



# COMMON TERMS USED IN THE DISCUSSION OF ETHICS

- ETHICS

- Beliefs about what constitutes correct or proper behavior.
- Standards of conduct an individual uses to make decisions.

- MORALITY

- Involves the judgement or evaluation of an ethical system, decision, or action based on social, cultural, or religious norms.
- Often confused with ethics.



# COMMON TERMS USED IN THE DISCUSSION OF ETHICS

	ETHICS	MORALS
What are they?	The rules of conduct recognized in respect to a particular class of human actions or a particular group or culture.	Principles or habits with respect to right or wrong conduct. While morals also prescribe dos and don'ts, morality is ultimately a personal compass of right and wrong.
Where do they come from?	Social System – External	Individual – Internal
Why do we do it?	Because society says it is the right thing to do.	Because we believe in something being right or wrong.
The “Gray”	A person strictly following Ethical Principles may not have any morals at all. Likewise, one could violate Ethical Principles within a given system of rules in order to maintain moral integrity.	A moral person although perhaps bound by a higher covenant, may choose to follow a code of ethics as it would apply to a system.
Acceptability	Ethics are governed by professional and legal guidelines within a particular time and place.	Morality transcends cultural norms.





## MEMORANDUM

City Clerk's Office

**DATE:** March 22, 2016

**TO:** Joseph A. Valentine, City Manager

**FROM:** Laura M. Pierce, City Clerk

**SUBJECT:** Special Event Application  
Feed 5K and Fun Run

Attached is a special event application submitted by the First United Methodist Church to hold the Feed 5K and Fun Run in Birmingham May 21, 2016. This event was originally scheduled to go before the City Commission on March 14, 2016. Unfortunately, due to a clerical error in the Clerk's Office, it did not make it on the agenda. Therefore, the Clerk's Office sent a revised notice with the updated City Commission meeting date.

The application has been circulated to the affected departments and approvals and comments have been noted.

The following events have either been approved by the Commission or are planned to be held in May and have not yet submitted an application. These events do not pose a conflict with the proposed event.

Event Name	Date	Location
Farmers Market	Sundays	Lot 6
Celebrate Birmingham Hometown Parade	May 15	Shain Park

### SUGGESTED RESOLUTION:

To approve a request submitted by the First United Methodist Church to hold the Feed 5K and Fun Run in Birmingham May 21, 2016, 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.



**CITY OF BIRMINGHAM  
APPLICATION FOR SPECIAL EVENT PERMIT  
PARKS AND PUBLIC SPACES**

**I. EVENT DETAILS**

- Incomplete applications will not be accepted.
- Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event

**FEES:**                      **FIRST TIME EVENT:**                      **\$200.00**  
    **ANNUAL APPLICATION FEE:**                      **\$165.00**

(Please print clearly or type)

Date of Application 11/28/14

Name of Event Feed 5k and Fun Run

Detailed Description of Event (attach additional sheet if necessary) Fun run through the neighborhood as a fundraiser for a youth mission at First United Methodist Church of Birmingham supporting children in Zimbabwe

Location 1589 West Maple

Date(s) of Event May 21, 2016 Hours of Event 9am-12pm

Date(s) of Set-up May 21, 2016 Hours of Set-up 8am-9am

Date(s) of Tear-down May 21, 2016 Hours of Tear-down 12pm-2pm

Organization Sponsoring Event First United Methodist Church of Birmingham

Organization Address 1589 West Maple, Birmingham

Organization Phone (248) 696-1200

Contact Person Kelly William

Contact Phone hwillian@fumebirmingham.org 91

Contact Email (248) 696-1200 ext 3128



## **II. EVENT INFORMATION**

1. Organization Type non-profit - church  
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc for all additional organizations sponsoring your event. ) none
3. Is the event a fundraiser? ☒ YES ☐ NO  
List beneficiary old mature mission Zimbabwe  
List expected income \$1500  
Attach information about the beneficiary.
4. First time event in Birmingham? ☒ YES ☐ NO  
If no, describe \_\_\_\_\_
5. Total number of people expected to attend per day 100
6. The event will be held on the following City property: (Please list)  
☐ Street(s) please see attached list  
☐ Sidewalk(s) \_\_\_\_\_  
☐ Park(s) \_\_\_\_\_
7. Will street closures be required? ☒ YES ☐ NO
8. What parking arrangements will be necessary to accommodate attendance? Parking at Fume Birmingham



9. Will staff be provided to assist with safety, security and maintenance? ☒ YES ☐ NO

Describe church staff and volunteers

10. Will the event require safety personnel (police, fire, paramedics)? ☒ YES ☐ NO

Describe police for race crossing at specified streets

11. Will alcoholic beverages be served? ☐ YES ☒ NO

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? ☐ YES ☒ NO

☐ Live ☐ Amplification ☐ Recorded ☐ Loudspeakers

Time music will begin \_\_\_\_\_

Time music will end \_\_\_\_\_

Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? ☒ YES ☐ NO

Number of signs/banners \_\_\_\_\_

Size of signs/banners \_\_\_\_\_

Submit a photo/drawing of the sign(s). A sign permit is required.

on church property in parking lot

14. Will food/beverages/merchandise be sold? ☐ YES ☒ NO

- Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks prior to the event.
- All food/beverage vendors must have Oakland County Health Department approval.
- Attach copy of Health Dept approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location. A background check must be submitted for each employee participating at the event.



# LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK- UP REQUIRED?	ELECTRIC REQUIRED?



### **III. EVENT LAYOUT**

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area

1. Will the event require the use of any of the following municipal equipment?  
(show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$200.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	_____ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? ☐ YES ☒ NO  
(show location of each on map) NOTE: Stakes are not allowed.

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)		
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		





Kelly Willian  
Director  
Children's & Family Ministries

1589 W. Maple Rd.  
Birmingham, MI 48009  
248.646.1200 ext. 3128 • fax 248.646.2661  
kwillian@fumcbirmingham.org

### HOLD-HARMLESS AGREEMENT

"To the fullest extent permitted by law, the First United Church of Birmingham and any entity or person for whom the First United Methodist Church of Birmingham is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify hold harmless the City of Birmingham, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this activity/event. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham."

Kelly Willian 2/2/16  
Applicant's Signature date



**SIGNATURE OF APPLICANT REQUIRED**

EVENT NAME Feed 5K + Fun Run

EVENT DATE 5/21/2014

The Birmingham City Commission shall have sole and complete discretion in deciding whether to issue a permit. Nothing contained in the City Code shall be construed to require the City Commission to issue a permit to an applicant and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.

Kathy B. Winn 1/28/14  
Signature Date

**IV. SAMPLE LETTER TO NOTIFY ANY AFFECTED PROPERTY/BUSINESS OWNERS**

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. *(Sample letter attached to this application.)*
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.



Hi Cheryl,

I was able to speak with Commander Scott Grewe today and we talked through the revised route for the FEED 5K. He suggested reversing the 2nd route we proposed, so the runners would be thinned out by the end of the race and could use the sidewalk on Maple and *NOT close Maple road.*

So the revised route would be:

Start in church parking lot

Left on Pleasant

Right on Lincoln

Right on Cranbrook

Right on Midvale

Left on Glenhurst

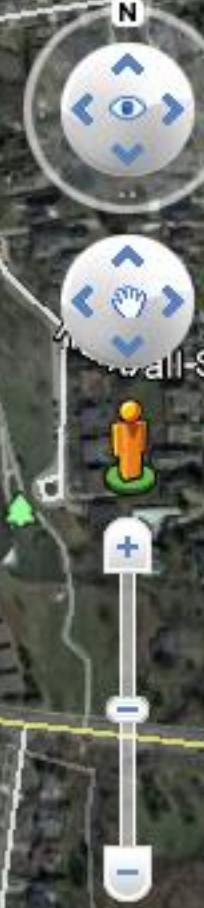
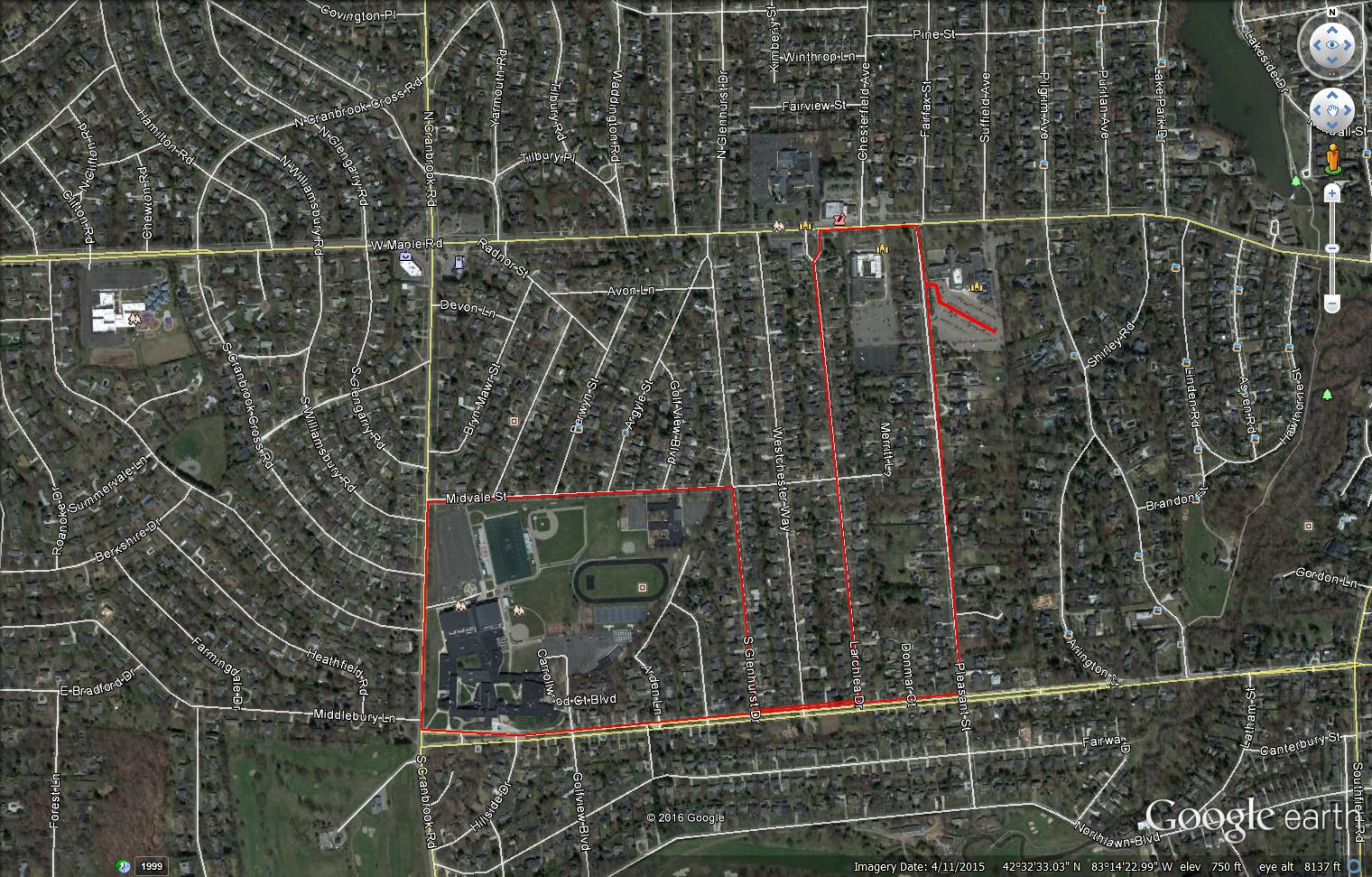
Left on Lincoln

Right on Larchlea

Right on Maple

Right on Pleasant and end in church parking lot





Google earth

© 2016 Google

Imagery Date: 4/11/2015 42°32'33.03" N 83°14'22.99" W elev 750 ft eye alt 8137 ft

1999



## **ROAD CLOSURES**

Per Scott Grewe

Road closures:

W. Lincoln from Pleasant to Cranbrook

Right lane of NB Cranbrook from Lincoln to Midvale

Midvale from Cranbrook to Glenhurst

Glenhurst from Midvale to Lincoln

Larchlea from Lincoln to Midvale

Running on sidewalk along Maple; no road closures

Police will be available to assist residents driving through the area.



## Special Event Request Notification Letter

February 3, 2016

To: Residents along race route

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City commission will consider our request so that an opportunity exists for comments prior to this approval.

Event: Feed 5K and Fun Run

Location: Start and end at First United Methodist Church. Route is along W. Maple and through residential streets between Maple and Lincoln.

Date of Event: Saturday, May 21, 2016

Time: 9:00am – 11:00am

Description of Event: This 5k and Fun Run is to raise money and awareness to the issues plaguing Zimbabwe. The high school students of First United Methodist Church have a dream to help the people of Zimbabwe, as it is the second poorest country in the world. The students seek to care for the men, women and orphans of this nation by feeding their body and spirit. This race will help fund necessary repairs to the Fairfield Orphanage at the Old Mutare Mission.

Event Set-up: Saturday, May 21<sup>st</sup> 7:30am-8:30am

Event Tear-down: Saturday, May 21<sup>st</sup> 11:00am-12noon

Date of City Commission Meeting: To be determined

The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30pm. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248-530-1880). Log on to [www.ghamgov.org/events](http://www.ghamgov.org/events) for a complete list of special events.

Thank you,



Kelly William and the High School Ministry Feed Mission Team  
First United Methodist Church  
1589 W. Maple Birmingham, MI 48009  
248-646-1200



City Clerk's Office  
City of Birmingham  
151 Martin  
Birmingham, MI 48009

**EVENT ROUTE:**

Start in First United Methodist Church parking lot  
Left on Pleasant  
Right on Lincoln  
Right on Cranbrook  
Right on Midvale  
Left on Glenhurst  
Left on Lincoln  
Right on Larchlea  
Right on Maple  
Right on Pleasant and end in church parking lot

**NOTICE REGARDING A 5K FUN RUN PROPOSED TO BE HELD IN YOUR NEIGHBORHOOD**

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City commission will consider our request so that an opportunity exists for comments prior to this approval.

Event: Feed 5K and Kid Fun Run organized by High School Student Ministries at First United Methodist Church of Birmingham

Location: Start and end at First United Methodist Church (1589 W. Maple). Route is along W. Maple and through residential streets between Maple, Lincoln, Cranbrook and Pleasant.

Date of Event: Saturday, May 21, 2016

Time: 9:00am – 11:00am

Description of Event: This 5k and Kid Fun Run aspires to raise money and awareness of the issues plaguing Zimbabwe. The students seek to care for the men, women and orphans of this nation by feeding their body and spirit. This race will help fund necessary repairs to the Fairfield Orphanage at the Old Mutare Mission and assist with the care of ten orphans.

Event Set-up: Saturday, May 21<sup>st</sup> 7:30am-8:30am

Event Tear-down: Saturday, May 21<sup>st</sup> 11:00am-12noon

Date of City Commission Meeting: March 28, 2016 at 7:30pm. The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30pm. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248-530-1880).

Kelly Willian, Youth Director and the High School Student Ministry Feed Mission Team  
First United Methodist Church - 1589 W. Maple Birmingham, MI 48009 - 248-646-1200

Mailed on 3/18/16



# DEPARTMENT APPROVALS

EVENT NAME FEED 5K AND FUN RUN

LICENSE NUMBER #16-00010632

COMMISSION HEARING DATE March 14, 2016

NOTE TO STAFF: Please submit approval by Feb. 17, 2016

DATE OF EVENT Sat., May 21, 2016

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
<b>BUILDING</b> 101-000.000.634.0005 248.530.1850	BRJ	No Building Department concerns	None	\$0.00	
<b>FIRE</b> 101-000.000-634.0004 248.530.1900		<ol style="list-style-type: none"> <li>1. No Smoking in any tents or canopy. Signs to be posted.</li> <li>2. All tents and Canopies must be flame resistant with certificate on site.</li> <li>3. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed.</li> <li>4. Cords, hoses, etc. shall be matted to prevent trip hazards.</li> <li>5. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.</li> <li>6. A permit is required for Fire hydrant usage.</li> <li>7. Do Not obstruct fire hydrants or fire sprinkler connections on buildings</li> </ol>	none	\$0	
<b>POLICE</b> 101-000.000.634.0003 248.530.1870	SG	Personnel and barricades/cones		\$950	



<b>PUBLIC SERVICES</b> 101-000.000-634.0002 248.530.1642	Carrie Laird	-Price includes labor for delivery and pick-up of barricades. Maple Rd lane closure required, arrowboard and cone placement on Maple Rd		\$1,500	
<b>ENGINEERING</b> 101-000.000-634.0002 248.530.1839	A.F.	NO lane closures on Maple Road as this will be an active construction zone (W. Maple Road Sewer Repair Project).	None	\$0	\$0
<b>INSURANCE</b> 248.530.1807	CA	Approved		0	0
<b>CLERK</b> 101-000.000-614.0000 248.530.1803	LP	Notification letters distributed by applicant on <b><u>Feb 24, 2016</u></b> . Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than <b><u>N/A</u></b> .	Applications for vendors license must be submitted no later than <b><u>May 6, 2016</u></b> .	\$200 (pd)	
		Notification letters resent by the Clerk's Office on March 18, 2016.		<b>TOTAL DEPOSIT REQUIRED</b>  <b>\$2,450</b>	<b>ACTUAL COST</b>

**FOR CLERK'S OFFICE USE**

Deposit paid \_\_\_\_\_

Actual Cost \_\_\_\_\_

Due/Refund\_\_\_\_\_





## MEMORANDUM

City Clerk's Office

**DATE:** March 22, 2016

**TO:** Joseph A. Valentine, City Manager

**FROM:** Laura M. Pierce, City Clerk

**SUBJECT:** Special Event Request  
Cruising with the Children's Charity Coalition

Attached is a special event application submitted by the Community House requesting permission to hold the Cruising with the Children's Charity Coalition on August 19, 2016.

The application has been circulated to the affected departments and approvals and comments have been noted.

The following events have either been approved by the Commission or are planned to be held August and have not yet submitted an application. These events do not pose a conflict with the proposed event.

Event Name	Date	Location
Farmers Market	Every Sunday May - October	Lot 6 (North Old Woodward)
In the Park Concerts	June – August (Wednesdays)	Shain Park
Movie Night	August 12	Booth Park
Birmingham Cruise Event	August 20	South Old Woodward

### SUGGESTED RESOLUTION:

To approve a request submitted by the Community House to hold the Cruising with the Children's Charity Coalition on August 19, 2016, 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.



#1606010683

**CITY OF BIRMINGHAM**  
**APPLICATION FOR SPECIAL EVENT PERMIT**  
**PARKS AND PUBLIC SPACES**

**I. EVENT DETAILS**

- Incomplete applications will not be accepted.
- Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event

**FEES:**            **FIRST TIME EVENT:**            **\$200.00**  
                         **ANNUAL APPLICATION FEE:**            **\$165.00**

(Please print clearly or type)

Date of Application 3/4/16

Name of Event Cruising with the Childrens Charity Coalition (TDS)

Detailed Description of Event (attach additional sheet if necessary) The event will be a ticketed event to benefit The Childrens Charity coalition: The Community House, Care House, Variety - the childrens Charity. The event will feature family - fun and be open to all ages - classic car display, music, entertainment and games, food and beverage (alcohol served).

Location The Community House

Date(s) of Event August 19, 2016 Hours of Event 6pm - 11 p.m

Date(s) of Set-up August 18-19, 2016 Hours of Set-up 8a.m. - 6p.m.

Date(s) of Tear-down August 20, 2016 Hours of Tear-down 8am - 5pm

Organization Sponsoring Event The Community House

Organization Address 380 S. Bates Street

Organization Phone 248. 644. 5832

Contact Person Andrea Coronado

Contact Phone 248. 594. 6403            248. 571. 6000 (e)

Contact Email Andrea.c@tch.serves.org



## II. EVENT INFORMATION

1. Organization Type non-profit  
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event. )  
Care House: Pat Rosen, 44765 Woodward Avenue, Pontiac, MI 48341 248.332.7173  
Variety: Jennie Cascio, 600 S. Adams St. Birmingham, MI 48009 248.258.5511
3. Is the event a fundraiser? ☒ YES NO  
List beneficiary Children's Charity Coalition: The Community House, Care House, Variety  
List expected income \$100,000  
Attach information about the beneficiary.  
See attached.
4. First time event in Birmingham? YES ☒ NO  
If no, describe This event was held previously, but has not been hosted since 2008
5. Total number of people expected to attend per day 1,000
6. The event will be held on the following City property: (Please list)  
☒ Street(s) Bates Street, Merrill Street  
☒ Sidewalk(s) Bates Street, Merrill Street  
☒ Park(s) Shaini Park
7. Will street closures be required? ☒ YES NO
8. What parking arrangements will be necessary to accommodate attendance? Guests will self-park in lots and structures



9. Will staff be provided to assist with safety, security and maintenance? ☒ YES ☐ NO  
Describe The Staff of all three participating charities will provide staffing for security and maintenance on-site the duration of set-up, the event, and break-down
10. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO  
Describe \_\_\_\_\_
11. Will alcoholic beverages be served? ☒ YES ☐ NO  
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.
12. Will music be provided? ☒ YES ☐ NO  
☒ Live ☒ Amplification ☐ Recorded ☐ Loudspeakers  
Time music will begin 6 p.m.  
Time music will end 11 p.m.  
Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.
13. Will there be signage in the area of the event? ☒ YES ☐ NO  
Number of signs/banners 3-5  
Size of signs/banners 3'x10' or smaller 24" x 36" signs  
Submit a photo/drawing of the sign(s). A sign permit is required.
14. Will food/beverages/merchandise be sold? YES ☒ NO  
  - Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks prior to the event.
  - All food/beverage vendors must have Oakland County Health Department approval.
  - Attach copy of Health Dept approval.
  - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location. A background check must be submitted for each employee participating at the event.



# LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK-UP REQUIRED?	ELECTRIC REQUIRED?



### III. EVENT LAYOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area

1. Will the event require the use of any of the following municipal equipment?  
(show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$200.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	____ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? YES NO  
(show location of each on map) NOTE: Stakes are not allowed.

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	1	30' x 75'
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

• In addition,  
3-5 10'x10'  
tents for activities  
and sponsors  
non-staked.



## SIGNATURE OF APPLICANT REQUIRED

EVENT NAME TBD - Dream Cruise Event to Support the Children's  
EVENT DATE August 19, 2016 Charity  
Coalition

The Birmingham City Commission shall have sole and complete discretion in deciding whether to issue a permit. Nothing contained in the City Code shall be construed to require the City Commission to issue a permit to an applicant and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.

Andrea Cunnado

Signature

3/2/16

Date

#### **IV. SAMPLE LETTER TO NOTIFY ANY AFFECTED PROPERTY/BUSINESS OWNERS**

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. *(Sample letter attached to this application.)*
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.





SAMPLE  
LETTER

## SPECIAL EVENT REQUEST NOTIFICATION LETTER

Date

Name  
Company  
Address  
City, State, Zip

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City commission will consider our request so that an opportunity exists for comments prior to this approval.

### EVENT INFORMATION

NAME OF EVENT: Crusin' for a Cause  
LOCATION: The Community House, 380 S. Bates Street, Royal Oak, MI 48009  
Shain Park, Birmingham, MI  
DATE(S) OF EVENT: Friday, August 19, 2016  
HOURS OF EVENT: 6 p.m. – 11 p.m.

BRIEF DESCRIPTION OF EVENT/ACTIVITY: In partnership with the Children's Charity Coalition, The Community House will host a Dream Cruise event to benefit The Community House, Variety: The Children's Charity and Care House. The ticketed event will be held on Friday, August 19, 2016 from 6 p.m. to 11 p.m. and will include family-friendly activities, live music, entertainment, food and beverage and a classic car display. Street closures include Bates Street between Townsend Street and W. Merrill Street; and W. Merrill Street between Chester Street and S. Bates Street. The south portion and the band shell in Shain Park will be fenced off and utilized for the event.

DATE(S) OF SET-UP Friday and Saturday, August 18 and 19, 2016  
HOURS OF SET-UP: Between 8 a.m. and 6 p.m.  
DATE(S) OF TEAR-DOWN: Saturday, August 20, 2016  
HOURS OF TEAR-DOWN: Between 8 a.m. and 5 p.m.  
DATE OF CITY COMMISSION MEETING:

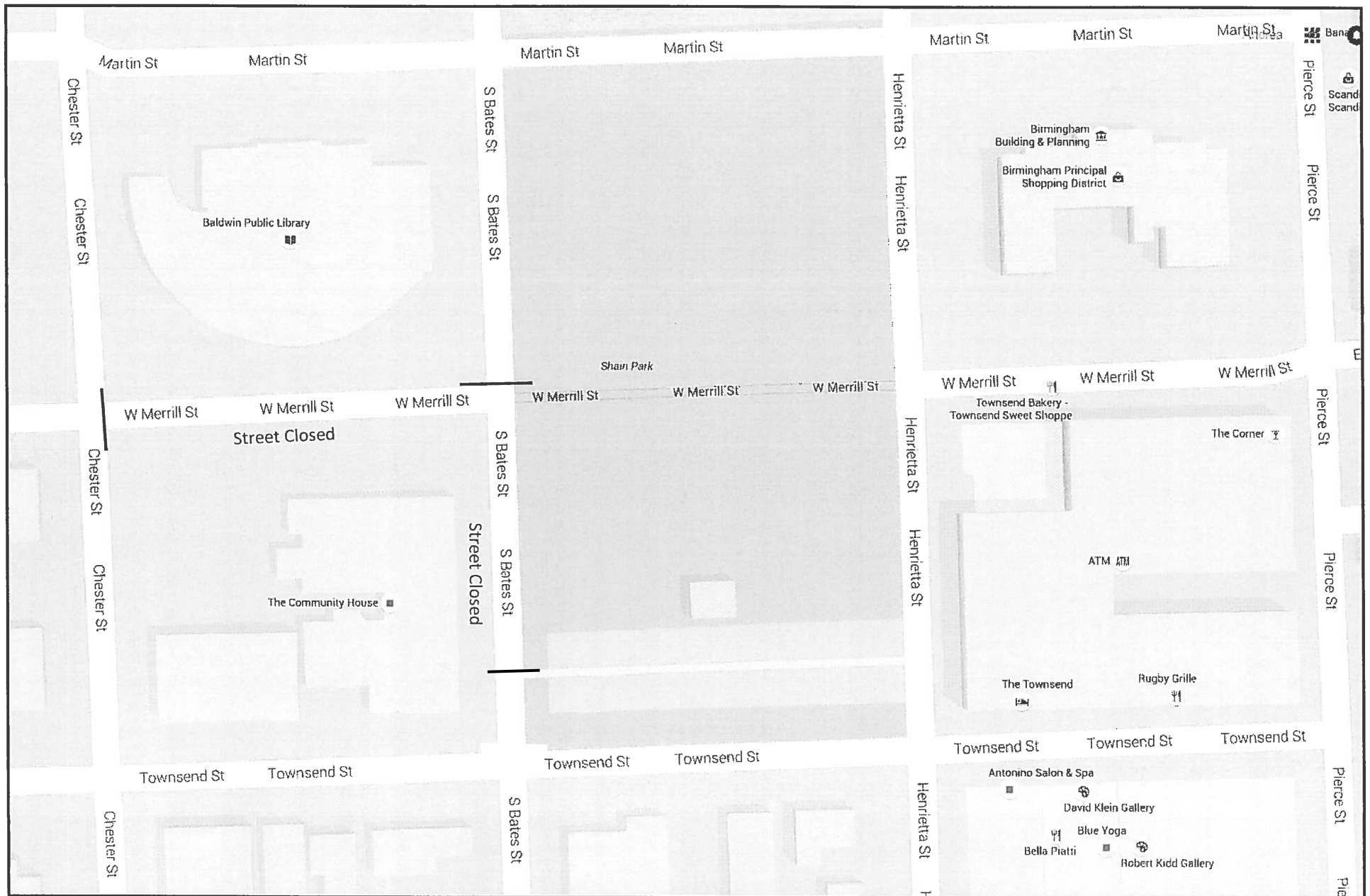
The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880). Log on to [www.bhamgov.org/events](http://www.bhamgov.org/events) for a complete list of special events.

EVENT ORGANIZER: The Community House, Andrea Coronado  
ADDRESS: 380 S. Bates Street, Birmingham, MI 48009  
PHONE: 248.594.6403 EMAIL: [andreac@tchserves.org](mailto:andreac@tchserves.org)



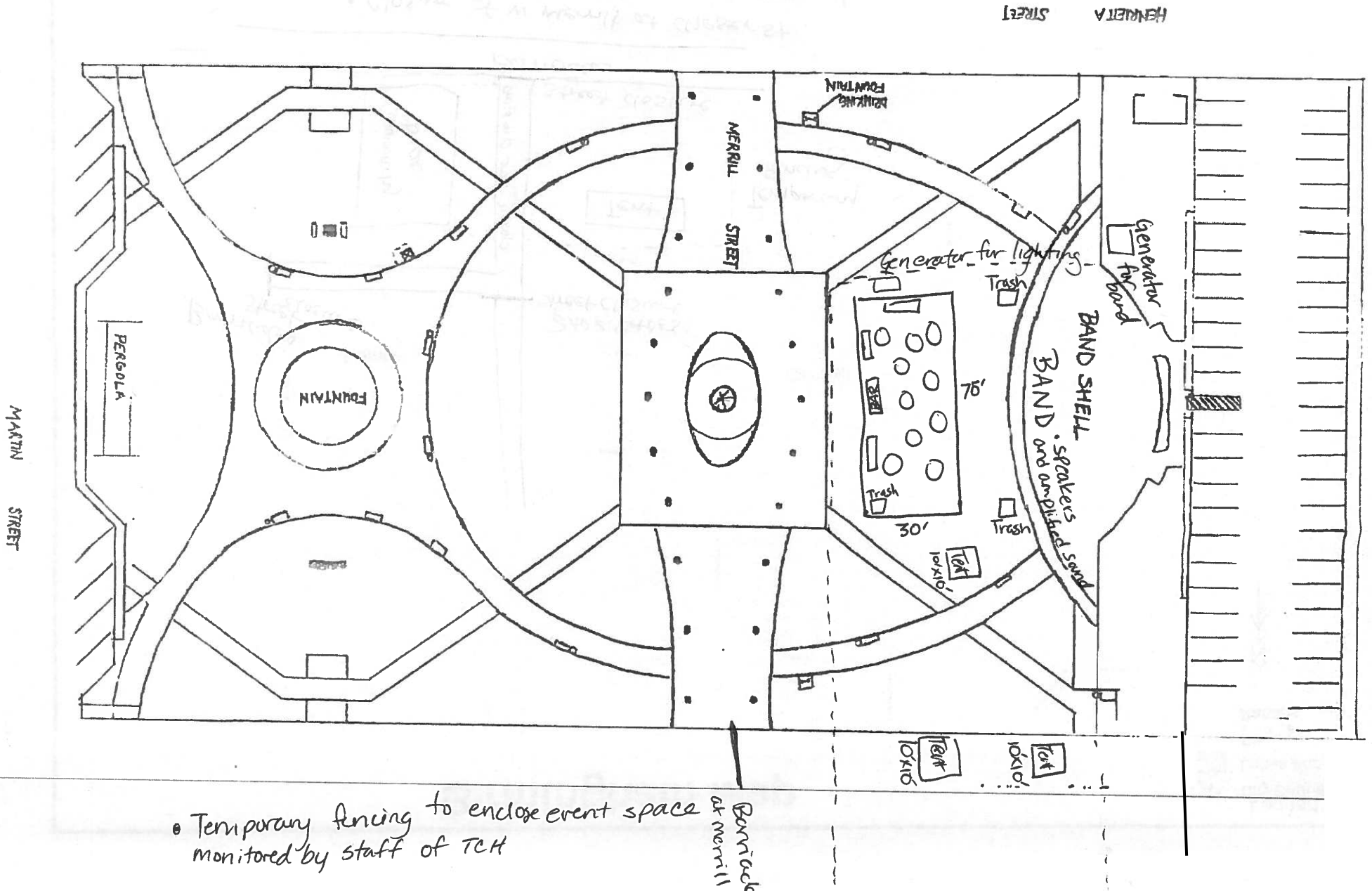
# Street Closures

**W. Merrill Street** from Chester Street to S. Bates Street  
**S. Bates Street** from W. Merrill Street to Townsend Street









- 30' x 75' tent with 60" round tables and chairs for seating
- Tent includes Bar serving beverages and alcohol - ID required, food service
- Tent to have fire extinguishers, no smoking signs and exit signs as applicable
- Tent to have lighting for evening hours

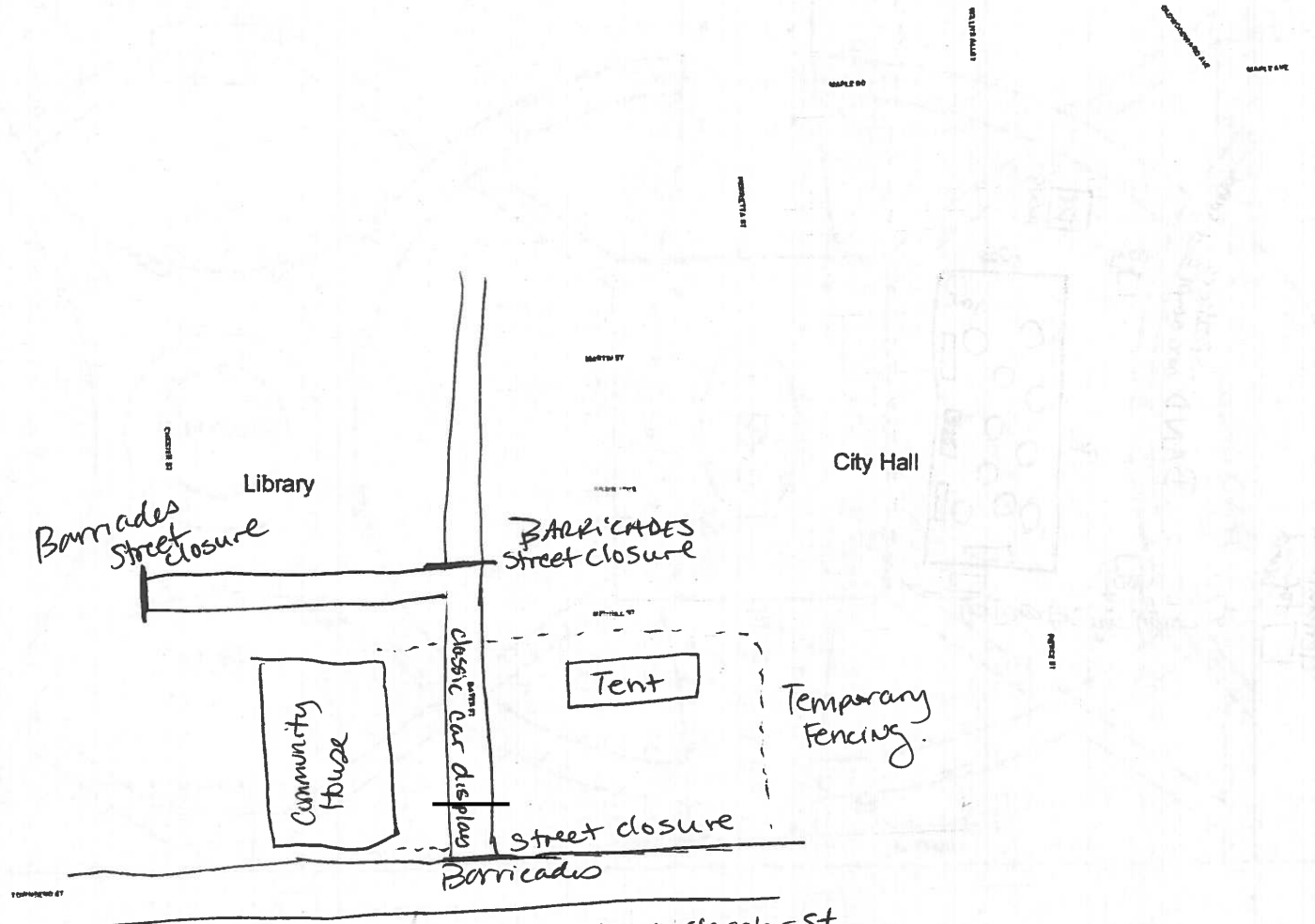


- Temporary fencing to enclose event space monitored by staff of TCH



# Birmingham Map

**Legend**  
 City Boundary  
 Lakes and Rivers  
 Streams  
 Parcels



- Closure of W. Merrill at Chester St.
- Closure of Bates St. at W. Merrill
- Closure of Bates St. at Townsend
- All meters on closed streets bagged for event



## DISCLAIMER


The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. Much of the data was not compiled or created by the City of Birmingham. In the preparation of this report, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors, inaccuracies, and omissions can occur. Official versions should be used as a primary information source for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk. The City of Birmingham, its consultants and data providers, do not assume, and hereby disclaim, legal responsibility for the information contained herein which is provided "as is" with no warranties of any kind whether such errors, inaccuracies or omissions result from negligence, accident or any other cause.





THE COMMUNITY HOUSE  
— Teach • Connect • Help —

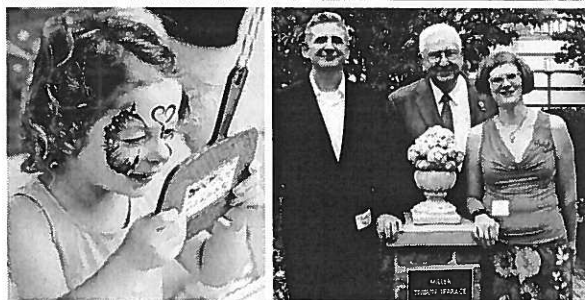
To the fullest extent permitted by law, The Community House and any entity or person for whom The Community House is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this activity/event. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.”

  
Applicant's Signature *PRESIDENT/CEO*

*3-1-16*  
Date



# Help Us Keep Your Community Thriving



**DONATE TO THE TCH  
ANNUAL FUND DRIVE TODAY!**



As a nonprofit TCH provides literacy, leadership, nutrition, and art for thousands in need. Our Annual Fund Drive helps provide the funds for those services – as well as to cover the significant costs not covered by our modest class fees.

## TCH By the Numbers Annually

- \$529,000 is our cost to subsidize 14 nonprofit groups and outreach organizations.
- 210,000 people come through our doors to learn, connect and help others.
- 12,000 is the number of times seniors pass through TCH doors.
- 3,730 hours of service are contributed by our 530 volunteers.
- 3,000 children attend our classes, youth theatre and camp programs.
- 2,326 children are read to each month by our StoryTellers Guild members.
- 1,000 at-risk children benefit from our free outreach programs in the tri-county area.
- 0 tax dollars or millage support are received by TCH.

**Please donate to our  
2015 Annual Fund Drive,  
the foundation of all we do.**



**THE COMMUNITY HOUSE**  
380 South Bates St., Birmingham, MI 48009  
[www.tchserves.org](http://www.tchserves.org) / 248.644.5832  
Connect with us on:  



**The Community House (TCH)  
is a nonprofit that impacts  
lives through exceptional  
educational, social and  
outreach experiences.**





## Dear TCH Friends and Supporters,

Almost 100 years ago, The Community House (TCH) opened its doors in Birmingham, to serve the local community as well as the surrounding region. True to its original mission, TCH remains "a nonprofit that impacts lives through exceptional educational, social and outreach experiences."



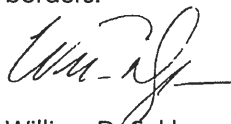
William D. Seklar  
President

Each year at TCH we struggle with a 30% budget shortfall. We could not meet the demand for our programs and services or be able to fulfill our sacred promise to the community without the extraordinary kindness of our cherished donors and supporters.

TCH also serves as home to 14 other nonprofit organizations and sponsored groups and provides these organizations with a variety of services including venue space, administrative support and food & beverage discounts.

Should you already be a TCH donor, volunteer or partner, I thank you. Should you not yet be familiar with TCH, our programs or services, I invite you to visit us, tour the "House" and learn more about us.

TCH is truly a precious jewel situated in the middle of a neighborhood – a neighborhood without borders.



William D. Seklar  
President

"Making TCH a part of my planned giving was one of the easiest decisions I've ever made. It's truly the heart of our community and always bettering people's lives. I truly consider TCH to be a part of my extended family."

—George A. Miller, Birmingham

**TEACH**...15,400 people take our community education classes, lectures and programs.

### TCH Classes and Programs

- Over 900 adult and children's classes are offered in cooking, fitness, technology, CPR, language, music, art, and more.
- 500 students learn in the TCH Dance Academy.
- 250 teens participate in Sara Smith Productions and Youth Theatre Camps.
- 300 children attend summer camps.

### TCH Forums and Lectures

- People attend TCH's Nothin' But Net networking and speaker series; our Master Class Evening with top business leaders, and our Women's Power Partners' Club events to increase their effectiveness in the business world.
- The Business Book Club welcomes 100 people annually.

**CONNECT**...Thousands of people attend TCH community gatherings, and use our facilities to learn and network professionally, and help give back to others.

### TCH Subsidizes Many Nonprofits and Groups With Free Meeting Space, Administrative Support and Food & Beverage Discounts

- Birmingham Bloomfield Chamber of Commerce
- Birmingham Bloomfield Newcomers Club
- Birmingham Principal Shopping District
- Friends of the Gardens
- International Community Club
- Lions Club
- Open Bridge
- Optimists Club
- Race Relations & Diversity Task Force
- Rotary Club
- Senior Men's Club
- StoryTellers Guild
- TCH Women's Club

### TCH Community Events

- OUR TOWN Art Show & Sale and the TCH Artists in Residence program support local artists and expand cultural awareness.
- 90 & Beyond celebrates and thanks people in the community over 90 years old (like TCH)!
- Farm to Table Block Party Food Fest supports all Michigan grown food and sustainability.

**HELP**...TCH helps underserved people become more vital, and others to celebrate important milestones in their lives.

### Community Outreach Programs

- 45 seventh graders in Metro Detroit participate in TCH's school year long 21<sup>st</sup> Century Leaders Entrepreneurship Program.
- 120 low income families go through our Feed Your Family's Future™ Program, which provides essential skills in family budgeting, job preparedness and family nutrition.
- 350 students receive free art workshops.
- 400 underprivileged teens attend our summer iCount™ Childhood Obesity Prevention Program.

### The Early Childhood Center (ECC)

- The ECC provides an exceptional environment for 44 children, including infants, toddlers and preschoolers.
- TCH's ECC was the first daycare to receive the Michigan 5 Star rating in Oakland and Macomb Counties from "Great Start to Quality."

### Hospitality and Event Sales

- TCH serves over 53,000 meals for weddings, Bat and Bar Mitzvahs, celebrations, business events and nonprofit organizations and sponsored groups.

Please donate to our Annual Fund Drive to help keep TCH a nonprofit community asset.  
[www.tchserves.org](http://www.tchserves.org) / 248.644.5832





## CARE House of Oakland County

### You can help:

Help us prevent child abuse and protect children. Here are a few ways you can support CARE House and become a partner in our mission:

- Attend an Event
- Make a Donation
- Sponsor or Organize an Event
- Volunteer
- Visit Us for a Tour

Learn more at [www.carehouse.org](http://www.carehouse.org)  
or call us at 248-332-7173  
for tour dates.



### — OUR MISSION —

#### Transforms into action

To be a leading resource in the prevention of child abuse and neglect, and the protection of children through advocacy, education, intervention, research and treatment, in collaboration with the community.



*It shouldn't hurt  
to be a child*

## CARE House of Oakland County

44765 Woodward Avenue  
Pontiac, Michigan 48341

Ph: 248-332-7173  
Intervention Ph: 248-333-0999  
Fax: 248-333-1539

[www.carehouse.org](http://www.carehouse.org)



## CARE House of Oakland County

Report Child Abuse:  
**855-444-3911**

**It shouldn't hurt to be a child**



The Child Abuse & Neglect  
Council of Oakland County



It shouldn't hurt to be a child.

## Children Need Our Help

One in 4 girls — and 1 in 6 boys — will be sexually abused before their 18th birthdays. These are startling statistics. Almost any child you see could be keeping the terrible secret of their sexual or physical abuse. Nationally, more than 3 million children are reported as victims of abuse each year. In Oakland County, thousands of cases of abuse are reported annually. What number of children being abused or neglected is acceptable? The CARE House vision is that ALL children are free from abuse and neglect.

Children can't protect themselves...but we can. It's our obligation to protect them and keep them from harm.

### CARE House is a Safe Place

CARE House is a safe place where a child's voice is heard. It's a place where the darkness of abuse is brought into the light, where children are guided along the path of healing.

We provide a continuum of care and services for children and families, including:

- Advocacy Efforts
- Educational Programs
- Intervention Services
- Prevention Programs
- Treatment Services

All CARE House programs and services are provided at no cost to the children and families we serve.



### What we do:

#### ADVOCACY PROGRAMS

CARE House trains volunteers to serve as Court Appointed Special Advocates (CASA) for children who have been removed from their homes due to abuse or neglect. When they can no longer trust the adults closest to them, abused children need someone to listen to them, to speak for them, to stand up for their best interests in court. The Advocates for Children program at CARE House is affiliated with the National CASA Association.

#### COMMUNITY OUTREACH

CARE House expands its reach into the community to raise awareness of child abuse and educate adults to recognize the signs of abuse, and react responsibly to protect children, with its Stewards of Children Program and Mandated Reporter trainings.

#### INTERVENTION SERVICES\*

CARE House is a Child Advocacy Center, where a multi-disciplinary team approach is used in cases of suspected sexual abuse or severe physical abuse. Our community partners from law enforcement, the Oakland County Prosecutor's Office and Children's Protective Services, team with our Intervention staff at CARE House, which offers a non-threatening, child-sensitive setting for the child victim of abuse. Intervention Services include case coordination, crisis counseling, forensic interviewing and medical evaluation.

\*Supported in part by VOCA (Victims of Crime Act) funds through the State of Michigan, Department of Community Health, Crime Victim Services Commission.

#### PREVENTION PROGRAMS

Our Early Head Start Program provides in-home family specialists who give critical support to mothers from prenatal care until their children reach the age of three.

Nurturing Parenting is a child abuse prevention education program for children and families. This 15-week program provides in-home services and group sessions to help families learn healthy behaviors such as empathy and non-violence using an outcome-oriented, family-centered model.

#### TREATMENT SERVICES\*

Individual and group therapy are offered at CARE House for child victims and their non-offending family members. Additional services are provided in the weekly DeRoy Family Support Group. A monthly Court Orientation takes child victims inside a courtroom to help relieve their anxiety about going to court and facing their abusers.

#### VOLUNTEER PROGRAM\*

CARE House volunteers build our capacity to serve with their helping hands and their dedication to our mission of protecting children. Volunteers provide thousands of hours each year with their support in all CARE House program and service areas.

Visit [www.carehouse.org](http://www.carehouse.org)  
for more information





There are no magic answers when it comes to raising children – but there are many magic moments.



The most common characteristic in children is that every child is unique.



It is impossible for a child to have too much self-esteem.



The things that make kids different are the very things that make them special.



To love and be loved is every child's birthright.



Everyone is a child at heart but sometimes it takes a child to remind us.



There is always one moment in childhood when the door opens and lets the future in.



Children with special needs present their parents with special gifts.

**variety**<sup>detroit</sup>  
the children's charity

*simply life changing*<sup>TM</sup>



Variety, The Children's Charity

600 S. Adams, Suite 230

Birmingham, MI 48009

Phone: 248.258.5511

Fax: 248.258.5575

Email: [Variety@Variety5Detroit.com](mailto:Variety@Variety5Detroit.com)

[www.Variety-Detroit.com](http://www.Variety-Detroit.com)

[www.Variety-Detroit.com](http://www.Variety-Detroit.com)



## What is Variety, The Children's Charity?

Simple. In an era when life is more and more complex, it's not complicated for Variety. They just help kids. No matter the need. And, their mode of operation is simple. No bureaucracy-the assistance is direct and immediate. What's the outcome? Lives are changed. The lives of the kids they help. The lives of all who are associated because they personally see the results. They know the families. They are family. *Simply Life Changing.*

## Variety's Roots

On Christmas Eve, 1928, an abandoned baby girl was found at The Sheridan Theater in Pittsburgh, Pennsylvania. A note was pinned to her shirt pleading with the theater people to raise the child. A group of 11 gentlemen affiliated with the entertainment industry agreed to underwrite the child's support and education. They called the baby "Catherine Variety Sheridan" and thereby founded the first Variety chapter, or "tent."

Today, Variety has 58 tents around the world. Detroit's Tent 5 was established in 1932 and keeps dollars raised locally, allocating them swiftly and directly so that 90 cents of every dollar goes directly to improve the lives of children in our community.

## Core Programs

Variety focuses on the following programs to help children become healthy and independent thus creating hope and opportunities for a child in need:

### **The Variety Myoelectric Center –**

Providing myoelectric prostheses to children with birth defects or those who have suffered a traumatic loss of limb.

**The Variety Feeds Kids Program –** Providing food to qualifying children enrolled in the Free and Reduced Lunch Program in the Pontiac School District. 98% of the children in these schools qualify for assistance. This program includes providing children nutritional food for weekends.

### **The Variety K.I.D.S. Program –**

Providing coats, clothing, shoes, books, toys, and school supplies to children.

**The Variety Produce Rescue Mission Program –** Providing healthy, nutritious food to children.

**The Variety Handicap Horseback Riding Program –** Providing a therapeutic and recreational program for special needs children.

### **The Variety Bikes for Kids Program –**

Bikes are most often an integral part of our youth, but for some kids in our community, the prospect of owning a bike is only a dream. Variety has made the dream a reality for wonderful and deserving children, providing bikes to hundreds of needy kids, as well as specially-adapted bikes for special needs children.

**The Variety Community Outreach Program –** Variety supports numerous children's organizations across southeast Michigan through Financial Grants in a partnership effort to make a difference in the lives of children in need.

## How YOU can help Variety

Variety's success is made possible by the efforts of enthusiastic volunteers and generous donors.

As every child is unique and different, so are the ways in which you can help support Variety and their mission.

Whether its a corporate or individual monetary donation or the gift of your precious time, the team at Variety is dedicated and eager to work with you to customize your partnership opportunity. Every dollar and every minute you give will directly impact the lives of kids who need your help.

For more information on how you can get involved, please call 248-258-5511, email us at [Variety@Variety5Detroit.com](mailto:Variety@Variety5Detroit.com) or visit [www.Variety-Detroit.com](http://www.Variety-Detroit.com).



## DEPARTMENT APPROVALS

EVENT NAME CRUISIN W/THE CHILDRENS CHARITY COALITION

LICENSE NUMBER #16-00010683

COMMISSION HEARING DATE MARCH 28, 2016

NOTE TO STAFF: Please submit approval by MARCH 14, 2016

DATE OF EVENT AUGUST 19, 2016

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
<b>BUILDING</b> 101-000.000.634.0005 248.530.1850	PENDING APPROVAL				
<b>FIRE</b> 101-000.000-634.0004 248.530.1900		<ol style="list-style-type: none"><li>1. No Smoking in any tents or canopy. Signs to be posted.</li><li>2. All tents and Canopies must be flame resistant with certificate on site.</li><li>3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents.</li><li>4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed.</li><li>5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access aisle unless approved by the Fire Marshal.</li></ol>	None	\$100	



		6. Pre-event site inspection required. 7. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible. 8. Cords, hoses, etc. shall be matted to prevent trip hazards. 9. Exits must be clearly marked in tents/structures with an occupant load over 50 people such as the proposed large tent. Occupant load to be determined by FM and posted during the event. 10. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies. 11. Do Not obstruct fire hydrants or fire sprinkler connections on buildings. 12. Provide protective barriers between hot surfaces and the public. 13. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher.			
<b>POLICE</b> 101-000.000.634.0003 248.530.1870	SG	Barricades / On duty personnel will provide extra patrol. Event must provide security and ensure no alcoholic beverages leave the event area.		\$60	



<b>PUBLIC SERVICES</b> 101-000.000-634.0002 248.530.1642	Carrie Laird	Tent being placed in Shain Park can't be staked down.  There shall not be any stakes used for the fence.  Additional cost could occur for trash pick-up.  Department is requiring (2) dumpsters (provided by City) plus (5) trash boxes which will be delivered to Shain park.		\$300	
<b>ENGINEERING</b> 101-000.000-634.0002 248.530.1839	A.F.	Maintain five (5) foot clear pedestrian zone on all sidewalks. No drilling or pavement damage (road or sidewalks) allowed for tent supports.	N/A	\$0	
<b>INSURANCE</b> 248.530.1807	CA	Proof of liquor liability coverage required in addition to standard insurance requirements		0	0
<b>CLERK</b> 101-000.000-614.0000 248.530.1803	LP	Notification letters mailed by applicant on 3/11/16. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than <b>8/5/16</b> .	Applications for vendors license must be submitted no later than <b>8/4/16</b> .	\$200 (paid)	
				<b>TOTAL DEPOSIT REQUIRED</b>  <b>\$460.00</b>	<b>ACTUAL COST</b>

**FOR CLERK'S OFFICE USE**

Deposit paid \_\_\_\_\_

Actual Cost \_\_\_\_\_

Due/Refund\_\_\_\_\_





## MEMORANDUM

Engineering Dept.

**DATE:** March 21, 2016

**TO:** Joseph Valentine, City Manager

**FROM:** Paul T. O'Meara, City Engineer

**SUBJECT:** Central Business District  
Disabled Parking Policy

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Late last year, we were advised that the federal Americans with Disabilities Act (ADA) would be revised in 2016. With all future road rehabilitation or construction projects where marked individual parking places exist, reserved parking spaces for the disabled would be required at the rate of at least one for up to 25 parking spaces on a block. This topic was first introduced to the City Commission at the Long Range Planning Session. Soon after, it was discussed at the January 20 Advisory Parking Committee (APC) meeting.

As was referenced in those meetings, the City of Birmingham currently allows free unlimited parking at any parking meter or safely parked yellow curb zone for those displaying a valid disabled parking permit. Attempting to maintain that policy while at the same time installing reserved spaces on newly reconstructed streets only would be problematic. The APC endorsed the suggestion, but felt that such a significant change deserves a public hearing before a final decision is made. Due to scheduling conflicts, the public hearing was postponed until March. The meeting was also held in the evening, so as to encourage more participation.

The attached postcard was delivered to all property owners within the Central Business District, including those located on any street where parking meters exist (commercial and residential). The postcard encourages readers to obtain the full, detailed information now located on our website. The two page detailed information was also emailed to all tenants that are on the Birmingham Shopping District email distribution list.

Attached are the draft minutes of the meeting held on March 16. A total of four people spoke relative to the proposal. Two were in favor of the proposal. One resident living close to downtown was against, but did not elaborate why. The fourth resident had mixed feelings, but was mostly focused on the fact that the disabled should not lose their privilege to park for free.

During the discussion at the APC, there was consideration given to the fact that the disabled often need more time to get to their destination. There was support to the suggestion that no reserved space for the disabled should have a time limit shorter than two hours. However, since Parkmobile customers have the ability to extend their time at the meter remotely, as a second courtesy to those needing more time, it was suggested those parked at a disabled parking space would be allowed to renew their time once over the posted time limit if they choose to do so. While there was some concern that this provision could be abused, and result in a lack of availability, since customers will be paying to park, customers should only choose to park as little time as necessary.



To meet the new ADA code, reserved disabled spaces installed on reconstructed streets shall meet strict guidelines relative to size, and location relative to an accessible ramp. We will meet those guidelines on upcoming projects, such as Hamilton Ave. However, when adding reserved spaces on existing streets, such rules are not yet in effect. Spaces added to existing streets will generally be located near an intersection so that the disabled person may use the adjacent ramp already constructed for the crosswalk. Parallel spaces will not be adjacent other parked cars, so they will remain the same size that they are today. Finally, spaces on angled streets will be located so that the adjacent open space at the end of the block can be used to assist the disabled in getting in and out of their vehicle. These efforts should help keep costs down. It is estimated that the total cost of implementation will be about \$39,000, charged to the Auto Parking System Fund. Due to the volume of work involved, a separate contract to address the signs and pavement markings shall be prepared and advertised for bids.

The suggested resolution below contains the provisions from the recommendation made by the Advisory Parking Committee:

#### SUGGESTED RESOLUTION:

To direct staff to proceed with implementation of the new disabled parking policy for the Central Business District, as follows:

1. Reserved, designated spaces shall be provided at the rate of at least one per 25 existing parking metered spaces on each block, located near adjacent ramps, as well as near pedestrian traffic generators.
2. Each reserved space shall have a blue marked parking meter and post, reserved parking sign using the standard accessible parking symbol, and blue pavement markings. The meter shall charge for parking at the same rate and time limit as the other meters on the block, except that no meter shall have a time limit of less than two hours.
3. Parkmobile customers parked at disabled parking spaces shall have the ability to renew their parking fee remotely one time over and above the posted time limit.
4. Staff shall implement the policy throughout the Central Business District during calendar year 2016, at which time the current policy of parking for free or at yellow curbed zones shall no longer be allowed. Disabled parkers with a yellow free parking tag affixed to their permit shall continue to be exempt.
5. All new street projects within the Central Business District shall be designed with fully compliant reserved disabled spaces in accordance with the new ADA law.
6. All costs relative to this project shall be charged to the Auto Parking System Fund.





## MEMORANDUM

Engineering Dept.

**DATE:** March 11, 2016

**TO:** Advisory Parking Committee

**FROM:** Paul T. O'Meara, City Engineer

**SUBJECT:** Disabled Parking Policy for the Central Business District

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The background for this topic was reviewed by the Advisory Parking Committee (APC) at your meeting of January 20, 2016. The evening meeting in March provides a venue for the public to provide feedback prior to moving forward on this issue. Notifications have been sent via the following means:

- A press release has been issued (articles have appeared in the Birmingham Eccentric and Birmingham Eagle).
- The entire policy has been written out and posted on our website. Postcards have been mailed to all property owners within the CBD including directions on where to find the details on our website.
- Emails containing the entire policy have been distributed to the CBD business owners via the BSD email list.

Our office has taken very little comment or questions about the policy to date. Written comments received are attached. A suggested recommendation follows:

### SUGGESTED RECOMMENDATION:

To recommend to the City Commission that staff be directed to move forward with the new disabled parking policy for the Central Business District, wherein marked, reserved spaces for the disabled shall be installed throughout the district, at the rate of one space for up to 25 per block, in accordance with upcoming changes within the Americans with Disabilities Act (ADA). Each space shall use standard blue signs, pavement markings, blue parking meter housings and post, with meters matching the adjacent meters' time limits, but never less than 2 hours.



# **DRAFT**

City of Birmingham  
ADVISORY PARKING COMMITTEE  
SPECIAL MEETING

Dept. of Public Services  
Conference room  
851 S. Eton Rd.  
Wednesday, March 16, 2016

## **MINUTES**

These are the minutes for the Advisory Parking Committee ("APC") special meeting held on Wednesday, March 16, 2016. The meeting was called to order by Chairman Lex Kuhne at 7:09 p.m.

**Present:** Chairman Lex Kuhne  
Anne Honhart (arrived at 7:29 p.m.)  
Steven Kalczynski  
Lisa Krueger  
Judith Paskewicz  
Vice-Chairperson Susan Peabody (arrived at 7:29 p.m.)  
Al Vaitas

**Absent:** None

**SP+ Parking:** Josh Gunn  
Jason O'Dell

**Birmingham  
Shopping District:** Richard Astrein  
John Heiney

**Administration:** Kathryn Burrick, Sr. Accountant  
Mark Clemence, Deputy Police Chief  
Austin Fletcher, Engineering Dept.  
Scott Grewe, Police Dept.  
Paul O'Meara, City Engineer  
Mario Mendoza, Recording Secretary

**RECOGNITION OF GUESTS** (none)



MINUTES OF REGULAR MEETING OF JANUARY 20, 2016

**Motion by Dr. Paskewicz**

**Seconded by Ms. Krueger to approve the Minutes of the Regular APC Meeting of January 20, 2016 as presented.**

**Motion carried, 5-0.**

VOICE VOTE:

Yeas: Paskewicz, Krueger, Kalczynski, Kuhne, Vaitas

Nays: None

Absent: Honhart, Peabody

PUBLIC HEARING

ACCESSIBLE PARKING POLICY IN CBD

The public hearing opened at 7:24 p.m.

Mr. O'Meara recalled the background for this topic was reviewed by the APC at their meeting of January 20, 2016. It was decided the public should be allowed a chance to comment before a decision is finalized. Notification has been sent to all those impacted in the Central Business District.

This involves changing the policy that has been in effect since the 1990s where vehicles displaying a valid disabled parking permit may park at any meter for as long as needed, without paying at the meter. Also, vehicles displaying a valid disabled parking permit may park at any yellow curbed zone as long as needed, as long as the vehicle is not disrupting the flow of traffic.

There have been issues of vehicles parking all day in the metered spaces. That is difficult for the business community because they need spaces turning over for their customers.

Federal ADA policy changes are coming. In order to prepare, staff is recommending a proactive approach by marking disabled parking spaces at the ratio of 1 to 25 on a block with the same hourly rate and time limit as other meters on the street. Disabled spaces would have a two-hour minimum. If there are less than 25 spaces on a block one space has to be added for the disabled.

Mr. O'Meara brought up a map and explained the ADA policy. It was noted that a block is comprised of the whole square. They will try to locate disabled spaces where ramps already exist, which is typically at the corner.

The chairman opened discussion to the public.



Ms. Kate Safford, who lives on Ravine Rd., was in favor of the proposed parking policy because cars parked in the yellow curbed zones present a visibility issue.

Mr. Barry Silver, who lives on Derby, thought cars that park in the yellow zones block the view for pedestrians and motorists as well. He read definitions of "handicapped," "disability," "handicapped parking," "handicapped person." He feels the ADA mandate essentially eliminates the City's common sense provision for accessibility. It does not address the fact of a physical limitation for which proximity is critical and it undermines the definition of handicapped accommodation. Mr. Silver added he has obtained a "free parking" sticker from the State. It was discussed that sticker would override any charges by the City.

Chairman Kuhne observed there is nothing that will keep mobility challenged people from using regular parking meters. They will just have to pay for them. In addition there will be extra spots specifically available for the disabled. He personally thinks that adding more spaces dedicated to people with mobility issues is an improvement. The APC will come up with a recommendation and send it up to the City Commission for their final decision.

Ms. Margaret Moran, whose residence is on Oakland, did not think the ADA mandate will help anyone.

Ms. Jane Ruth, who lives in Beverly Hills, said she was temporarily disabled last summer and it was almost impossible for her to get around downtown Birmingham. There were things she wanted to do but could not.

Dr. Paskewicz acknowledged the City needs to follow the ADA requirements but perhaps they can do some creative thinking about how to deal with the issues of time limit and place.

Further discussion disclosed that Birmingham is the only community in the area that allows free parking for disabled persons, and now they will be falling into step with other communities.

Mr. O'Meara estimated that implementation of the Accessible Parking Policy would take less than three weeks, once the work gets started.

**Motion by Dr. Vaitas**

**Seconded by Ms. Honhart to recommend to the City Commission that staff be directed to move forward with the new Disabled Parking Policy for the Central Business District, wherein marked, reserved spaces for the disabled shall be installed throughout the district, at the rate of one space**



**for up to 25 per block, in accordance with upcoming changes within the Americans with Disabilities Act ("ADA").**

**Each space shall use standard blue signs, pavement markings, blue parking meter housings and post, with meters matching the adjacent meters' time limits, but never less than two hours. In addition, Parkmobile customers parked at disabled parking meters will be able to renew their time remotely one time over and above the posted time limit.**

Mr. Silver received clarification that the Michigan free parking sticker is not a Birmingham issue.

**Motion carried, 7-0.**

VOICE VOTE:

Yeas: Honhart, Peabody, Kalczynski, Krueger, Kuhne, Paskewicz, Vaitas

Nays: None

Absent: None

The public hearing closed at 8:12 p.m.

#### HAMILTON AVE. VALET SERVICE

Mr. O'Meara announced that a valet service will be started soon at the corner of N. Old Woodward Ave. and Hamilton Ave.

Mr. Heiney described the program that is similar to something they have been doing in the spring and during the holiday season. What is different this year is they are doing it in support of the businesses, particularly on Hamilton Ave. Major road renovation is scheduled to start there within weeks from Old Woodward Ave. to Woodward Ave. The Birmingham Shopping District ("BSD") wants to make it as easy as possible for customers to get to Hamilton Ave. during construction.

The difference from what was done over the holidays and in the past is that they are offering this service for free for two hours. If people are there for longer than two hours they can get a validation from the business they are in and the service continues to be free. It will be in effect Monday through Saturday from 10 a.m. until 6 p.m. The car drop-off will be in front of Comerica Bank. The system is all ready to go and it will be well marked and well signed so people will see the drop-off point.



Mr. Heiney indicated he has told the businesses if there is really a concern and a need for this on-going, they might have to come back to the City with a plan to either extend it or do something similar, and the businesses would have to help finance it. Many of them have indicated their interest.

#### 2014/15 FISCAL YEAR REVIEW

Ms. Burrick said every year she does an annual review and this is for the Fiscal Year from July 1, 2014 through June 30, 2015. She summarized that overall the Automobile Parking System Fund's net income increased by \$36,956, or 2.5%, from the prior fiscal year. The change is the result of an increase in operating revenue of \$414,729, or 9.6%, offset by an increase in operating expense of \$368,103, or 12.8%, and a decrease of \$9,669 in non-operating revenue.

The projected cash flow assumes the following factors: Cash received from customers remains constant at the 2016-2017 level assuming potential rate changes will occur in 2016-2017, operating expense is projected to increase between 2% to 3% per year, medical insurance is estimated to increase 5% to 7% per year, and capital outlay figures use current projections through 2017-2018 and are estimated thereafter at \$1,200,000 for various parking structure equipment replacement and annual maintenance requirements. These factors show projected cash flows to increase in subsequent years.

#### PARKING SYSTEM RATE CHANGE PROPOSAL (not discussed)

#### AD HOC RAIL DISTRICT REPRESENTATIVE

Ms. Krueger has volunteered for this position.

#### AD HOC PARKING DEVELOPMENT COMMITTEE UPDATE

Mr. O'Meara reported that the consulting work done by Victor Saroki & Associates is now finished. The committee is now gathering data to start figuring out how to pay for this project. That will be discussed in late April. In addition they are doing things to try and figure out other ways to create more parking places without actually constructing buildings.

Chairman Kuhne explained the condos immediately to the north of the N. Old Woodward Ave. Structure will be redeveloped into a mixed-use building. Part of the development is to replace the N. Old Woodward Structure and expand



parking. The cyclone fence will be taken down from the surface lot so the Rouge River can be seen. Dr. Paskewicz is a member of the ad hoc committee trying to figure out how that will be balanced out.

Mr. O'Meara noted that over 600 new parking spaces are needed district-wide. Most of that need is on the south side. The Committee will review how to pay for this proposed project, and if it is the right direction to go.

Dr. Paskewicz stated she would like to see the first floor of the parking structure with a ceiling high enough and pleasant enough so that it can be used for other purposes, such as a winter venue for the Farmers Market.

### CONSTRUCTION UPDATE

Mr. O'Meara advised that in the budget the N. Old Woodward Parking Structure was next for renovation and that has been cancelled because of discussions about potentially demolishing it. This is a good opportunity to paint the Park St. Parking Structure which has not been done in 16 years.

The elevator at the Peabody Parking Structure has been delayed because the contractor is running into manufacturing problems.

### MONTHLY FINANCIAL REPORTS

It was noted that business is good.

### MEETING OPEN FOR MATTERS NOT ON THE AGENDA

Ms. Honhart related that when she was trying to park in the Peabody Structure there were large vehicles taking up two spots. Mr. O'Dell replied they have been utilizing the Police Dept. a lot lately to enforce parking in the structures by writing tickets. He asked to be informed if these violations are noticed.

### NEXT REGULARLY SCHEDULED MEETING

April 20, 2016



ADJOURNMENT

No further business being evident, the chairman adjourned the meeting at 9:09 p.m.

Respectfully submitted,

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Paul O'Meara  
City Engineer



CITY OF BIRMINGHAM  
HANDICAPPED ACCESSIBLE PARKING POLICY  
IN THE CENTRAL BUSINESS DISTRICT  
PUBLIC HEARING NOTICE

The City has been notified that changes in the federal Americans with Disabilities Act law are coming. Our current policy relative to parking with a disabled parking permit at parking meters will need to be updated. The City will need to begin installing marked, reserved accessible spaces at parking metered spaces. A comprehensive review of the suggested new policy can be found at: <http://www.bhamgov.org/publicnotices>.

The Advisory Parking Committee will be holding a public hearing to discuss this matter on **Weds., March 16, 2016, at 7 PM** at **851 S. Eton Rd.** within the City's Dept. of Public Services building. Please enter through the front door. Call Engineering at 248-530-1850 if you have questions.



**NOTICE**

**ADVISORY PARKING COMMITTEE**

**PUBLIC HEARING**

**CENTRAL BUSINESS DISTRICT**

**HANDICAP ACCESSIBLE PARKING POLICY**

March 2, 2016

Similar to all jurisdictions, the City of Birmingham attempts to operate its public facilities, including its streets, in accordance with the requirements of the Americans with Disabilities Act (ADA). Our current policy as it relates to the Central Business District, which has been in effect since the 1990's is outlined below:

1. Off-street parking lots and structures owned and operated by the City of Birmingham shall have the ratio of accessible reserved parking spaces as required based on the total number of parking spaces in the lot or structure. The spaces shall be located such that they provide the easiest access to the most likely destinations that that parking lot or structure serves.
2. On-street, metered parking spaces are open to the general public, and are not marked as reserved for the disabled. In order to accommodate disabled drivers, the following is provided:
  - a. Vehicles displaying a valid disabled parking permit from the State of Michigan Secretary of State may park at any available City parking metered space. Such drivers do not need to pay, and are allowed to park as long as they wish, regardless of the local posted time limits.
  - b. Vehicles displaying a valid disabled parking permit from the State of Michigan Secretary of State may park on City streets at yellow painted curbs (no parking zones) provided the vehicle is not blocking the normal flow of traffic. Such drivers are allowed to park as long as they wish, regardless of the local posted time limits.

Due to upcoming changes in the federal ADA law, the above policy will no longer be appropriate. Later this year, it is anticipated that all cities will be required to provide reserved, marked accessible spaces at the ratio of at least 1 parking space per 25 that already exist on any city block, to be implemented whenever a street improvement (such as paving or resurfacing) is conducted by the City. The City has plans to conduct street improvement projects on several blocks of the Central Business District within the next three years. Therefore, this requirement must be implemented starting with our planned 2016 construction season.

**THE FOLLOWING POLICY HAS BEEN PROPOSED, AND IS NOW BEING CONSIDERED FOR RECOMMENDATION BY THE ADVISORY PARKING COMMITTEE:**

The City plans to install new pavement on all three blocks of Hamilton Ave. this year, with a planned completion date of July, 2016. In order to meet the requirements of the new ADA law, three new reserved accessible parking spaces will need to be installed on Hamilton Ave. The spaces will be distributed so that no more than one is installed on any one block. They will be marked using standard



DISABLED PARKING signage, blue paint on the parking meter and post, as well as blue pavement markings. The parking meter will be lower than the standard meter height, to allow access to all users.

The new reserved spaces will be enforced as would any other such designated parking space found in any parking lot. Drivers using the spaces will be expected to display their valid disabled parking permit. Unlike reserved accessible parking spaces in most lots, standard parking fees at the meter will apply. A time limit will also apply. It is proposed to have the meter match the time limits that already exist on the street that the meter is installed, except that no accessible metered space would have a time limit of less than 2 hours. (Many meters in the Central Business District have a 1 hour time limit. The additional hour is suggested to give those that are disabled extra time to conduct their business.)

As the City begins installing marked, reserved accessible spaces, parking metered spaces available to the general public will have to be reduced. That said, the current policy that allows the disabled to park at any meter may result in conditions where disabled parkers are using other meters where they do not have to pay, while the marked reserved space is empty.

It is important that all street metered parking spaces are available and used by the public as much as possible. For the reason stated above, continuing the current policy over a long transition period would be problematic. Therefore, early this year (April through June), as the weather allows, ALL blocks within the Central Business District would be modified to include the minimum number of marked, reserved accessible spaces in accordance with the new ADA law. The suggested plan for where the spaces will be located can be found at: <http://www.bhamgov.org/publicnotices>.

A small percentage of disabled parking permit holders also have a special yellow sticker which designates that they are allowed to park for free (due to the nature of their disability). If you are displaying the specially designated parking permit in your vehicle, you will be able to park at any marked, disabled parking meter or regular parking meter, at no cost,

Once all spaces are installed, the Police Dept. will no longer allow regular disabled parking permit holders to park at any meter or yellow curb zone for free. All such drivers shall follow the same payment and time limit requirements as the general public, but will be allowed to park at the reserved, marked spaces that will now be installed on every block.

The Advisory Parking Committee will be holding a public hearing to consider this policy change on **Wednesday, March 16, at 7 PM** at the Dept. of Public Services building, located at **851 S. Eton Rd.** Public comment will be taken at that time. If the Committee decides to endorse the policy change, they will make a recommendation to the City Commission, who will also be asked to approve the change at an upcoming, yet to be scheduled meeting.

If you are unable to attend, comments may be submitted in writing to Paul O'Meara, City Engineer, at [pomeara@bhamgov.org](mailto:pomeara@bhamgov.org), no later than Friday, March 11, at noon. Questions regarding the policy can be answered by calling the Engineering Dept. office at 248-530-1850.





Paul O'Meara &lt;pomeara@bhamgov.org&gt;

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**Re: Bhm Disability Parking**

1 message

**Joe Valentine** <jvalentine@bhamgov.org>

Fri, Mar 11, 2016 at 4:58 PM

To: DOUG &lt;dashleyphoto@comcast.net&gt;

Cc: "ashley, janet" &lt;janetashley313@gmail.com&gt;, Paul O'Meara &lt;Pomeara@bhamgov.org&gt;

Doug,

Thank you for sharing your input on the proposed updates to the City's ADA compliance. I will pass them along so they can be considered by the committee.

Best Regards,  
Joe

On Thu, Mar 10, 2016 at 11:38 AM, DOUG <[dashleyphoto@comcast.net](mailto:dashleyphoto@comcast.net)> wrote:

Hi Joe: just saw the Eagle story on consideration and public comment about revisions in disability parking in Bham.

Thought I would share... We have a disability plate (my wife Janet has had multiple leg/hip surgeries) so has some difficulty walking long distances.)

**Disability Parking in Bhm is certainly scarce.**

While I have never seen this in print, we were told by local law enforcement that disability parking is allowed in non metered space as long as it does not block traffic AND it does not block a Fire Hydrant... Is that actual policy or unwritten "law."??

We would welcome actual handicap parking spaces throughout the city but would hope that the apparently unwritten policy of allowing disability parking as noted above would be allowed to continue.

Whatever the City does agree upon, I am sure it will be difficult to meet the needs of all those that actually require disability parking - residents, employees, visitors and.....

Hope you find this input worthwhile..

Doug Ashley  
BBC Photographer and.....  
cell: [248.568.0006](tel:248.568.0006)

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**Joseph A. Valentine**

City Manager

City of Birmingham

151 Martin Street

Birmingham, MI 48009

[\(248\) 530-1809](tel:248.530.1809) Office Direct[\(248\) 530-1109](tel:248.530.1109) Fax





Paul O'Meara &lt;pomeara@bhamgov.org&gt;

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**Re: ADA Parking Policy ?**

1 message

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**Paul O'Meara** <pomeara@bhamgov.org>  
To: "Albert L. Bailey" <k8six@comcast.net>

Fri, Mar 4, 2016 at 8:00 AM

Like any parking lot, a person displaying the disabled permit would be able to park at any parking space. However, they would have to pay the applicable fee and abide by the time limits posted, both at the regular spaces, and at the handicapped marked spaces.

On Thu, Mar 3, 2016 at 5:52 PM, Albert L. Bailey <k8six@comcast.net> wrote:

**Good Evening Paul,**

**I have a couple questions regarding the implementation of the ADA Policy. Once it is implemented will handicapped parties be restricted to just those parking spots? As it is now, IF the person has proper Plates or Placards, they can park anywhere for free. Will that be done away with? Also if they park in the new reserved spaces will that be free or will there now be a fee?**

**I can see where this needs to be implemented as there are times my wife has to walk a long way to get to where she is going due to lack of openings.**

**Thanks and have a good evening,**

**Al Bailey**

**Sharon's Salon Inc.**

**(248)909-8496**

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Paul T. O'Meara  
City of Birmingham, MI  
City Engineer

248-530-1836  
[pomeara@bhamgov.org](mailto:pomeara@bhamgov.org)





Paul O'Meara &lt;pomeara@bhamgov.org&gt;

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**Fwd: Accessible Parking Plan**

1 message

**Joe Valentine** <jvalentine@bhamgov.org>

Mon, Mar 14, 2016 at 2:00 PM

To: ericacoulston@gmail.com

Cc: Joellen Haines &lt;jhaines@bhamgov.org&gt;, Paul O'Meara &lt;Pomeara@bhamgov.org&gt;

Erica,

Thank you for sharing your thoughts and ideas for improving the accessible parking plan in Birmingham. I will gladly pass along your comments to our City Engineer who will share them with the Advisory Parking Committee for consideration when this topic is before them on March 16th. I appreciate you taking the time to share your comments and information in advance given your absence at this meeting.

Best Regards,  
Joe Valentine

----- Forwarded message -----

From: **Erica Coulston** <[ericacoulston@gmail.com](mailto:ericacoulston@gmail.com)>

Date: Sat, Mar 12, 2016 at 2:34 PM

Subject: Accessible Parking Plan

To: [jvalentine@bhamgov.org](mailto:jvalentine@bhamgov.org)Cc: [jhaines@bhamgov.org](mailto:jhaines@bhamgov.org)

Mr. Valentine,

I am writing in response to the upcoming Advisory Parking Committee meeting and the city's proposed plan to add more accessible parking spots. I have a spinal cord injury and use a manual wheelchair for mobility along with a ramped minivan for transportation. I am a resident of Bloomfield Hills but frequent Birmingham for shopping, restaurants, parks etc... I was extremely pleased to read the recent article in The Eagle regarding the proposed plan because I often find it very difficult to find accessible parking spots- in structures or on the street. I was disappointed that when many of the streets were repaved and striped that there were no accessible parking spots added. Most often I end up parking on the side of a street in one of the spots along a curb so I can let my ramp down on the sidewalk. Unfortunately I will not be able to attend the meeting on Wednesday evening but wanted to share my thoughts and feedback with you in the hopes that my suggestions will be communicated to the committee:

- Consider making at least a portion if not all of the additional accessible parking spots "van accessible" with an 8' spot accompanied by an 8' hash line area for vehicles such as mine that have side accessed ramps
- The idea behind free accessible parking spots is due to the difficulty of accessing meters and using the meters for those of us with mobility issues, dexterity issues in our hands. I would ask that you reconsider getting rid of the free accessible parking. Rather than penalizing those of us that benefit from the free parking, I request that you look into alternative methods of enforcement for those abusing it.
  - Please confirm that the State issued "free parking" sticker as an addendum to a placard will be honored
- There is a movement to use a revised ISA (International Symbol of Accessibility)- one that is very similar to the currently used traditional symbol of a person in a wheelchair but conveys a more



active and dynamic individual. The State of MI is looking into passing legislation mandating future use of this symbol as other cities and municipalities have. The revised symbol is endorsed by many local organizations including the Department of Civil Rights. I have attached a brief pdf that was presented to MDCR for your review. I would ask that Birmingham strongly consider using the revised symbol as well as replacing the phrase "handicapped parking" with "accessible parking" going forward-

As an individual living with a disability that has impaired my ability to function in society in many ways that people take for granted I believe that we can do better to integrate all citizens and improve access to our communities. I would be happy to discuss any of the above further with either you or the Advisory Parking Committee.

Thank you for your time-

Erica Coulston

3811 Wedgewood Dr

Bloomfield Hills 48301

[248-535-5335](tel:248-535-5335)

—

**Joseph A. Valentine**

City Manager

City of Birmingham

151 Martin Street

Birmingham, MI 48009

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**EC\_Accessible Icon Presentation.pdf**

1003K





Paul O'Meara &lt;pomeara@bhamgov.org&gt;

## Re: Barry Silver: ONE: Handicap Parking changes; TWO: Senior Bus Service idea

1 message

Joe Valentine &lt;jvalentine@bhamgov.org&gt;

Thu, Feb 25, 2016 at 9:19 AM

To: Barry Silver &lt;bnsilver@sbcglobal.net&gt;

Cc: "cdeweese@bhamgov.org" <cdeweese@bhamgov.org>, Doug Koschik <doug.koschik@baldwinlib.org>, Peter Macfarlane <pmacfarlane@birmingham.k12.mi.us>, Christine Braun <cbraun@birmingham.k12.mi.us>, Kathleen Tillson <ktillson@birmingham.k12.mi.us>, "Andrew M. Harris" <aharris@bhamgov.org>, Mark Nickita <mnickita@bhamgov.org>, Pat Bordman <pbordman@bhamgov.org>, Pierre Boutros <pboutros@bhamgov.org>, Racky Hoff <rackyhoff@hotmail.com>, Stuart Sherman <ssherman@bhamgov.org>, Tim Currier <tcurrier@bhlaw.us.com>, Jana Ecker <Jecker@bhamgov.org>, Paul O'Meara <Pomeara@bhamgov.org>, Mark Clemence <Mclemence@bhamgov.org>

Barry,

Thank you for sharing your perspectives and suggestions for mobility improvements in Birmingham. Please know nothing has been changed in regard to accessible parking at this time, but we will be hosting a special public meeting of the City's Advisory Parking Committee in March to discuss new ADA requirements for accessible parking that the City must comply with as street improvements are made going forward and what potential impacts that may have on our current arrangements. More information regarding this meeting will be released shortly as the Committee's agenda is prepared. By clicking on the following link ([http://www.bhamgov.org/government/boards/advisory\\_parking\\_committee.php](http://www.bhamgov.org/government/boards/advisory_parking_committee.php)) and then clicking on the Email Notify icon at the top of the page and entering your email address, you can be notified by email when the agenda for this meeting is available.

In regard to expanding the bus services offered by NEXT and coordinating with the City, I'm certainly happy to discuss this with NEXT as to what issues and opportunities may be involved.

Thanks again for sharing your perspectives and suggestions and I will share them as requested.

Best Regards,  
Joe Valentine

On Thu, Feb 25, 2016 at 2:27 AM, Barry Silver <bnsilver@sbcglobal.net> wrote:

Hello Joe,

From an item mentioned by a NEXT member, I have some thoughts to share, on Handicap parking. Because of that shared item, I had the chance to speak with Carroll DeWeese two days ago at the NEXT New Member Coffee and presented the subject to him.

His suggestion, and his acknowledgement that we spoke, to send this to you, included sharing it with Mayor Hoff, all Commission members, and to share it with the Multi-Modal Committee.

The item is a change in Handicap Parking options within the City.

I am also copying this to NEXT's Communication Manager Peter Macfarlane, to NEXT's director Cris Braun, to Kathleen Tillson at NEXT, and to Doug Koschik at the Library, as aspects of what I've written are pertinent to them.

ONE:

I have a permanent [blue] handicap parking placard, for a permanent disability.

I have attached two photos of it. They're either visible or show as a download link, at the bottom of my letter.

Some years ago, I was informed that the City allows handicapper drivers to park at any meter, with no charge. That has proven to be a great help.

For myself, the closer I can be to my destination building, the better.

And that's what I seek out whenever I'm going to some place, because walking any distance is difficult.

As example, using the Library, the street side parking spaces are perfect.

Using the Chester St. parking structure for a handicap parking space, to get to the Library, is very problematic.

And it goes, for every destination within the City.

Having been informed at the Royal Oak Municipal Court, by a Magistrate there,



the State of Michigan provides an additional applied sticker for a handicap parking placard, and it's the reason I've sent you the photo. I obtained that sticker from the SOS office and applied it to my placard. Obtaining it did require a State form submission which needed my physician's signature.

The yellow sticker, with State Seal, has printed on it "Free Parking".

There are many, many times I cannot find a handicap parking space. There are too few, anyway. Designating more could be difficult, as I think about it. But, for myself, and for others like myself, who have mobility problems, not having a handicap space poses distinct limitations on my, our ability, to get to our destination. So, the convenience of using any parking space as a handicap space gives us, the mobility challenged, the clear help we need.

How many of 'us' are there, on any given day, at any given time? Enough that we should be recognized, but not so many that we are an imposition on parking spaces, and parking revenue, anywhere in and for the City. So, it's not a financial imposition on the City if the City continues to provide 'us' the parking access we need, by continuing to allow 'us' to use any meter as a handicap parking space. Provided that we display our placard on the rearview mirror. Significantly, if it becomes a requirement to pay a meter fee, then the value of the handicap placard disappears. It would not make sense to display it, if it becomes a requirement to pay at a meter. And the handicappers themselves will lose their identity.

Carroll did note that meter heights will be reduced. A good, logical idea that is seeing its day. I believe that it's an ADA compliance matter, as well. Inaccessibility because of meter height is among several applicable conditions for obtaining the additional sticker.

Carroll did note that there's been abuse of 'handicap' parking behaviors. Namely, parking at yellow demarcated curbs. Hence, the likely-to-be proposed parking rules 'modifications'. I agree that this is improper and is an abuse of the 'idea' of handicap parking. I have also seen the abuse. Corners need visibility for pedestrian safety, and visibility to see other moving vehicles. But, I gather that all handicappers may become bundled with the abusers. And that is unfair.

I would suggest a handicap parking information section be inserted in the City Newsletter, inserted in the online City newsletter, and elsewhere as available, that yellow demarcated curbs are not 'handicap' parking spaces, and ticketing will ensue for violations. But, for the necessary convenience of handicap drivers, any City meter can be used, at no fee, with a displayed handicap parking placard, regardless of having the additional State-authorized yellow "Free Parking" sticker. People will read, will hear by word-of-mouth, could be informed by retailers as well, and will eventually be well-enough informed of the parking regulations, and parking opportunities, within the City.

It's not a large number of people who need this parking assistance. It's the need itself which is large.

TWO:

As a member of NEXT, I am aware of the two buses available for members who cannot drive on their own. There will be a third bus coming along. I spoke with Kathleen Tillson, at NEXT, some weeks ago, about my thoughts. And today, as Peter Macfarlane mentioned, NEXT will be receiving a third bus for its members' needs. A Smart Bus offering, but to be maintenance as necessary, by NEXT.

So, I mentioned my thought, to Peter, as I did to Kathleen. It was a hit with Peter. Let me add, that there are now approximately 1,500 members at NEXT. A significant jump in just the recent two years. There is a need for senior transportation.

My thought:

A **'Fifty-Plus Bus' Service**, for every senior, fifty and over, for those City residents who do not drive, or wish instead to utilize a City-wide bus service, to get to any shopping, Library, Museum, City office, or NEXT venue.



For a fee? Maybe. Nominal? Maybe. Free? I don't know, but a nominal cost isn't beyond the reach of most people.

As it is now, I'm told NEXT's bus service ends at 3:00 p.m.

That excludes non-driving members from attending any and every late afternoon and evening function at NEXT. Given that the bus service begins well after 9:00 a.m., there are non-driving members who cannot participate in morning offerings, classes, special events, and so forth, that begin at 9:00 a.m.

It poses the same challenge for any non-driving adult wishing to attend a Library event, a lecture, the Book Sale event, not only in the latter part of the day, or evening, but likely at any time of day.

I've met other 'handicappers' who've attended Library functions, and have heard of their challenge of walking from the Chester Street parking building to the Library, because they couldn't find a curbside handicap parking space, and, that they didn't know of the meter availability, at no charge, for handicap, placard displayed use.

It's not only for 'events' that is my concern, that has prompted my idea.

It is, rather, for anyone, fifty-plus, who wants to use the Library, to visit the Museum, someone who'd like to shop or lunch downtown, who has to travel to the City offices for their needs, even to the Post Office if that's an option. I'm thinking of a dedicated bus schedule with, naturally, buses offered by Smart, but, as Peter indicated, maintenance and servicing done by the City. A bus fee might cover some part of the service and maintenance cost. It's beyond me to know how this would all be put together, but it's what came to mind.

Does a local-only, City bus service lessen the parking burden within the City? Likely not, and very minimally if at all.

It's already known that there are more Seniors than there are school-aged people.

I don't think there would be a shortage of users.

The idea speaks to the changing age demographic which is not a local phenomenon.

Where would they catch the 'bus'? That is a planning challenge. Neighborhood street locations?. Main road corners?

I don't know. I'm not a road planner, a traffic expert. That part is beyond my capacity to figure out.

But I am a driver and this isn't for my needs.

It's an idea. That you'd share this one, and my concern for handicap parking, would be appreciated.

Thanks very much, Barry.









## MEMORANDUM

Engineering Dept.

**DATE:** January 14, 2016  
**TO:** Advisory Parking Committee  
**FROM:** Paul T. O'Meara, City Engineer  
**SUBJECT:** Accessible Parking Policy for CBD

---

The City of Birmingham's policy on accessible parking in the Central Business District has not changed in many years. The current policy is:

1. Vehicles displaying a valid handicapped parking permit may park at any meter for as long as needed, without paying at the meter.
2. Vehicles displaying a valid handicapped parking permit may park at any yellow curbed zone as long as needed, as long as the vehicle is not disrupting the flow of traffic.

Last year, the City hired parking consultant Andrew Miller of Carl Walker, Inc., to study our current policy, compare it to what other similar cities are doing, and provide any suggestions for modifications. The Carl Walker report is attached to this memo.

The report brought attention to the expected upcoming changes later this year with the American Disabilities Act (ADA). It is anticipated that on public streets where individually marked parking spaces are provided, once a street undergoes construction such as repaving or resurfacing, the City will be obligated to begin providing marked parking spaces for the disabled at the ratio of 1 for every 25 (or less) parking spaces provided on a particular block.

The attached presentation was prepared for the City Commission's annual Long Range Planning Session, scheduled for this Saturday, January 16. The topic will be introduced to the City Commission, with the intent that the Advisory Parking Committee will review the topic in more detail, and then return a formal recommendation back to the City Commission for their subsequent consideration.

The City plans to reconstruct Hamilton Ave. this spring, from N. Old Woodward Ave. to Woodward Ave. To be certain that the City remains compliant with the ADA, we plan to install three new marked accessible parking spaces, as shown on the attached presentation (blue designated spaces). The spaces will be located near a corner so that the proposed handicapped ramp can be available for people using these spaces. The parking space will be signed and designated with blue pavement markings, as well as a blue painted parking meter and post. People using the space will have to have their handicapped parking permit displayed, and they will have to pay at the meter, similar to any other space.



There are some other design requirements that should be noted:

1. Accessible parking spaces located on streets where the City sidewalk is 14 ft. or wider much be constructed with a five foot loading zone into the available sidewalk area, to act as a loading zone for vehicles with side access doors. The existing sidewalks on Hamilton Ave. are less than 10 ft. wide, so this requirement will not apply here. Further, since the other streets are not being reconstructed this year, the City is not required to comply with this rule until the street is reconstructed, so they will also be installed using the existing curb and existing parking space width.
2. Angled parking spaces will allow for easier entrance and exit by the disabled, and are encouraged where available. Our plan takes this into account, and generally locates the new accessible spaces on Old Woodward Ave. or Martin St. when it is available.
3. The ADA encourages accessible spaces to be located in front of main traffic generators, where appropriate. For example, if a block has a large building at one end of the block, and smaller ones on the remainder, the accessible space must be located in front of the large building.

Our district wide plan reflects these objectives.

If the City were to install new marked accessible spaces just as needed to comply with new street construction, enforcement would be problematic between both the new parking spaces, and our current policy. Rather than have a slow transition over many years, staff recommends that blue designated accessible parking spaces be installed in accordance with the 1 per 25 ratio throughout the downtown. A map of the entire downtown is provided separate from the presentation, so that you can blow it up and review it in greater detail, if desired. Following the required quantity stipulated in the ADA, a total of 64 existing parking spaces (6% of the total) will have to be changed and reserved for the disabled. In order to better understand the impact that this will have on available parking, a survey was conducted by the Police on a recent busy shopping day in December. Throughout the day, vehicles parked and displaying the handicapped parking permit were counted. How long each vehicle was parked was not measured (counts by street are attached). Over the course of a business day, a total of 121 different vehicles were counted parked at a meter without paying, and without any time limit. About 80%, (about 100 vehicles) were parked at meters (not at a yellow curb). The conclusion to be drawn from this is:

1. Even though the City provides the required number of disabled parking spaces in each of its parking structures and lots, demand for them is less because parking is charged at the market rate. There is an incentive to park on the street because it is free.
2. If parking at a meter for free and without a time limit is removed,
  - a) Long term parking at an accessible parking space in a parking structure will become more attractive, because it will be priced lower than the street.
  - b) Even though 64 parking spaces will be closed off to the general public, it is anticipated that moving the remaining 100 vehicles currently parked at meters to off-street, or to one of these new spaces paying the market rate, should result in parking availability similar to that found today.
  - c) Long term parkers that currently park on the street will have to walk further than they do currently to their destination.



If this change in policy is approved by the City Commission, staff will move to implement this change throughout the CBD by summer, 2016. Costs for this work will include:

- Painting of existing meter posts or installation of new posts (to be painted blue)
- Installation of new accessible parking signs and posts
- New parking meters housings as needed (many existing spaces that will be changed are currently using meters in a double housing with the space adjacent, which will have to be separated).
- New blue pavement markings.

While each item of work will have to be priced out separately, it is expected that the total cost will be approximately \$25,000, charged to the Auto Parking System Fund.

A suggested recommendation is provided below:

#### SUGGESTED RECOMMENDATION:

To recommend to the City Commission that City staff proceed to install marked, accessible parking spaces throughout the CBD during calendar year 2016 in accordance with the American Disabilities Act requirement that 1 parking space be provided for each block per each 25 parking spaces provided, per the attached plan. Vehicles displaying handicapped parking permits will be required to pay at meters at the same rate as the general public, and prevailing time limits currently in place on each block shall apply.



# Review of On-Street Disabled Parking Policy for the City of Birmingham, MI

## Federal vs. State of Michigan ADA Policy on Free Parking and Time Limited Parking

Federal ADA standards mandate that accessible parking spaces must be provided for "facilities and sites" based upon published parking ratios of ADA spaces per number of total parking spaces provided. These required ratios are published in Title II of the American with Disabilities Act, Table 208.2. The ADA also specifies physical design requirements for all ADA accessible and van accessible spaces in terms of the size and dimensions of parking spaces, maximum slopes allowed, barrier free access aisles and routes, etc.

However, under Title II of the Federal ADA there are no mandates or restrictions regarding time limits for designated ADA or disabled parking spaces. There are also no mandates or restrictions on charging for designated ADA or disabled parking spaces under federal regulations.

The State of Michigan does issue special "Yellow" disabled parking placards that allow eligible individuals with severe physical disabilities to park for free. In granting the free yellow disability placards, the application regulations specifically state that "Economic need is not a consideration". These special yellow placards are only issued if a person can prove by a physician's determination that one of the following disabilities apply, as quoted verbatim below from the official Michigan Department of State Disability Parking Placard Application form:

- A) The patient cannot insert coins or tokens in a parking meter or cannot accept a ticket from a parking lot machine due to a lack of fine motor control of *both* hands.
- B) The patient cannot reach above their head to a height of 42 inches from the ground, due to a lack of finger, hand, or upper extremity strength or mobility.
- C) The patient cannot approach a parking meter due to use of a wheelchair or other ambulatory device.
- D) The patient cannot walk **more than twenty feet** due to an orthopedic, cardiovascular, or lung condition which the degree of debilitation is so severe that it almost completely impedes the patient's ability to walk. (A condition requiring applicant to rest after walking twenty feet when not using a wheelchair or other ambulatory device.)

## Latest ADA Standards and Their Impact on Parking Technology

There is a difference between ADA standards and ADA guidelines. ADA standards are formally adopted regulations that are enforced by the US Department of Justice under Title II of the Americans With Disabilities Act. The development of ADA guidelines is an ongoing effort by the United States Access Board. Once the Access Board formally publishes guidelines, it is only a matter of time until the guidelines are adopted and enforced by the US Department of Justice (DOJ). Therefore, it is highly recommended that ADA guidelines should be followed once they are published, even though they are technically not yet enforceable by DOJ.

As of the effective date of March 12, 2012, the current ADA standards changed somewhat significantly regarding parking control technology and equipment. The new enforceable requirements state that any parking meter equipment installed after March 12, 2012 must be fully ADA compliant, whether or not it



is controlling an ADA designated parking space. Prior to this change, it was only ADA designated parking spaces that had to have fully ADA compliant meters. Among other design and placement requirements, the most important element of the new regulations is that no operable part of the parking meter can be higher than 42" from grade level. Therefore, any parking control equipment or hardware installed after March 12, 2012 that is not fully ADA compliant is in violation of Title II of the ADA.

### **New Public Rights-of-Way Accessibility Guidelines (PROWAG)**

The US Access Board now has published guidelines for ADA parking spaces located in public rights-of-ways known as "PROWAG". A very important element to understand is that the guidelines only apply to "newly constructed and altered public streets and sidewalks". It is also important to note that recent court cases have ruled that street resurfacing projects are considered "alterations" triggering the new ADA guidelines, even if they do not involve planned curb and gutter work.

Some of the key elements of the new PROWAG include:

- Under the new PROWAG Section R214 On-Street Parking Spaces, each city block perimeter is interpreted as a "facility" for calculating required on-street ADA parking space ratios. For blocks that contain up to a total of 100 parking spaces, one on-street ADA space must be provided for each 25 marked or metered spaces. For blocks with over 100 spaces, one additional on-street ADA space is required for each 50 spaces. If a block perimeter has over 200 spaces, 4% of the total spaces must be ADA.
- New requirements that on-street parallel and angled ADA parking spaces meet the same space size, maximum slope and physical access aisle requirements as off-street ADA spaces (60" for a standard ADA space and 96" for van accessible ADA space). These physical design requirements are more realistically achievable with on-street angled parking spaces, but are very difficult if not impractical to achieve with on-street parallel parking spaces (see diagrams below).
- The new guidelines encourage the location of designated on-street ADA spaces to be on streets and sidewalks with minimum slope and "dispersed within the project area". However, the guidelines also acknowledge that ADA spaces can be clustered if "equivalent or greater access is provided, with respect to distance from an accessible entrance".
- Exceptions to on-street disabled parking ratios are allowed in situations where the slope of the street or sidewalk exceeds recommended maximum slopes. In these instances, the ADA parking spaces may be provided at nearby off-street facilities as long as an accessible pedestrian access route is provided.

### **Sampling of Current On-Street Disabled Parking in Other Michigan Cities**

As part of this exercise we observed and/or contacted a number of Michigan cities and other client cities we've worked with in the Midwest region to ascertain what their respective on-street disabled parking policies are. Of the cities contacted, Rochester Michigan was the only city that did not provide any designated on-street disabled spaces. In fact, Rochester's policy is exactly the same as Birmingham's in that vehicles with disabled placards or plates are allowed to park free and with no time limit at any on-



street metered two-hour space. Like the Birmingham policy, Rochester also allows placarded disabled vehicles to park without violation at yellow curbs.

We found almost the opposite to be true in the Village of Oak Park, IL. Oak Park has a process for approving on-street disabled parking based on specific requests by residents and/or businesses. The Village currently has almost 300 designated on-street disabled spaces that are primarily located in residential neighborhoods. Out of that total, approximately 5 of the on-street disabled spaces are located in the Village Center dining and commercial area. The other non-Michigan cities we researched includes Neenah, WI and Eau Claire, WI, with the results included in the table summary below.

The following cities all have on-street disabled parking and all of them charge the same rates for disabled meter parking as regular meter parking (unless the vehicle has a yellow free parking disabled permit). Some cities allow for extended time limits for disabled spaces. Ann Arbor requires disabled spaces to pay the meter, but they do not impose time limits on their on-street disabled spaces. The policy on locating and designating on-street disabled parking was the same for all cities contacted in that all were created in response to requests from private businesses, building owners, or citizens for disabled spaces at specific on-street locations.

#### **Summary of On-Street Disabled Parking by City**

<b><u>City</u></b>	<b><u>On-Street Disabled</u></b>	<b><u>Charge</u></b>	<b><u>Time Limit</u></b>
<b>Ann Arbor</b>	Yes	Yes	None
<b>East Lansing</b>	Yes	Yes	3 Hours
<b>Grand Rapids</b>	Yes	Yes	Same as Meters
<b>Grose Pointe</b>	Yes	Yes	Same as Meters
<b>Kalamazoo</b>	Yes	Yes	None
<b>Lansing</b>	Yes	Yes	10 Hours
<b>Traverse City</b>	Yes	Yes	Same as Meters
<b>Neenah, WI</b>	Yes	N/A - All 2Hr Free	None
<b>Eau Claire, WI</b>	Yes*	No	No
<b>Village of Oak Park, IL</b>	Yes	Yes**	Same as Meters

***\*Fifteen spaces specifically called out in Ordinance 10.24.020.***

***\*\*Effective January 1, 2014 Illinois State law was revised to allow ADA spaces to be charged.***

#### **Conclusions and Discussion Points**

- The current policy in Birmingham that allows disabled permit holders to park anywhere on-street for free and with no time restrictions is a local policy that is not mandated or required by state or federal ADA laws.
- Birmingham should consider eliminating its current policy of free, no time limit parking for placarded or plated disabled vehicles and should not allow placarded vehicles to park at yellow curb areas. The former issue being one of fairness and the latter issue being primarily a public safety concern.

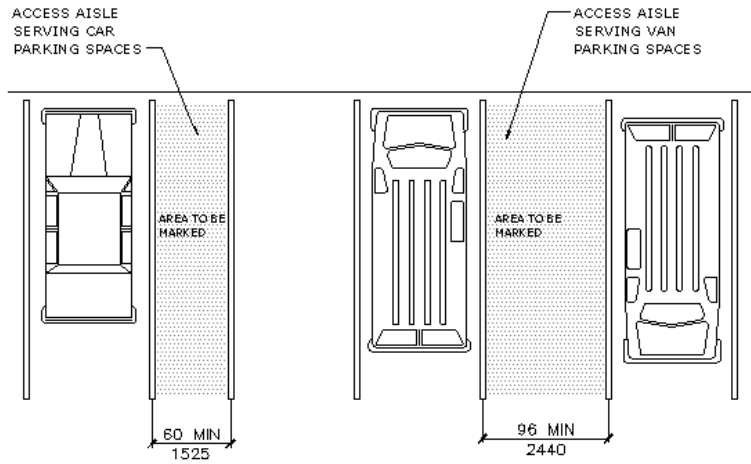


- ## On-Street ADA Design Guidelines Under PROWAG - Parallel Spaces

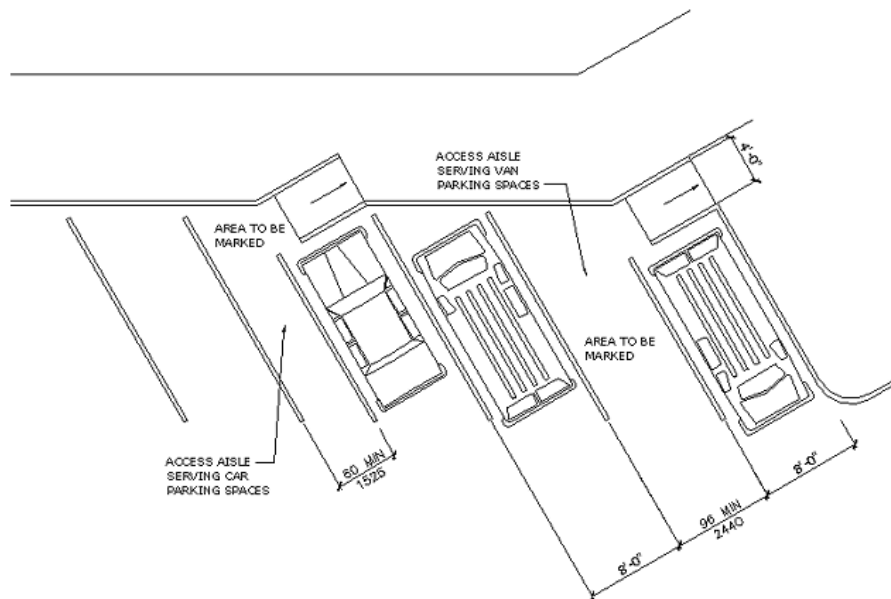




## On-Street ADA Design Guidelines Under PROWAG - 90 Degree Parking Spaces

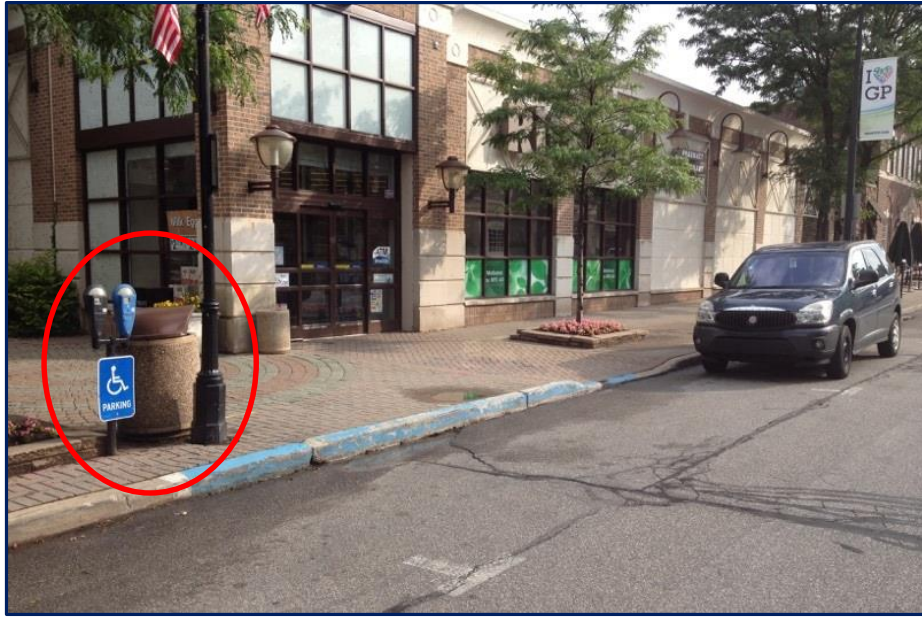


## On-Street ADA Design Guidelines Under PROWAG - Angled Spaces





**Existing On-Street Disabled Parking Space - Kercheval Street, Grosse Pointe**



***NOTE: Though designated as a disabled space, this configuration does not meet PROWAG design guidelines for barrier-free access aisle or in the placement of the parking meter.***



# PROWAG

## Table R214 On-Street Parking Spaces

Total Number of Marked or Metered Parking Spaces on the Block Perimeter	Minimum Required Number of Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 and over	4 percent of total



# ACCESSIBLE PARKING POLICY UPDATE

City of Birmingham  
Auto Parking System



## ACCESSIBLE PARKING POLICY UPDATE

- ▣ Americans with Disabilities Act (ADA) first passed in 1991.
- ▣ Marked accessible parking spaces installed in parking structures and municipal lots in 1992.
- ▣ No changes were required for on-street parking.



## ACCESSIBLE PARKING POLICY UPDATE

Current on-street parking policy:

No on-street marked accessible parking spaces exist. Disabled parkers are allowed to:

1. Park at any metered parking space for as long as desired, at no cost.
2. Park at any yellow curbed zone, as long as vehicle is not causing traffic disruption.

City has received complaints that current policy is abused by some.



## ACCESSIBLE PARKING POLICY UPDATE

ADA Code change in recent past now requires that ALL new parking meters are accessible. All operable parts must be no more than 42 inches above grade.

City is now complying as meters are moved or replaced.



## ACCESSIBLE PARKING POLICY UPDATE

In 2016, new ADA code will require on-street marked accessible parking wherever individually marked spaces are provided.

- ▣ Spaces shall be installed whenever a street is reconstructed or resurfaced.
- ▣ Spaces shall be at ratio of 1 vehicle for every 25 spaces provided on a block.
- ▣ Spaces shall be demarcated with blue paint, blue meter post, and standard disabled parking sign.
- ▣ Spaces on angled parking areas are encouraged.
- ▣ On parallel parking, a five foot wide loading zone on passenger side will be required when sidewalks are 14 ft. wide or greater.





2016 PROPOSED CONSTRUCTION:  
HAMILTON AVE. (3 blocks) AND PARK ST. (1 block)  
Three accessible parking spaces proposed.



## TOTAL IMPACT:

64 Existing Spaces converted to disabled use only, metered and enforced at the same time limit as other meters in the immediate area.

Total on-street spaces = 1,065 (6%)

Currently, disabled parkers are encouraged to park on the street:

- Close to destination
- Free
- No time limit

During a recent survey on a busy shopping day, a total of 121 different vehicles were observed parked with a disabled permit. About 80% (almost 100 vehicles) were in metered spaces.





# What's Next?

- ▣ Detailed Review at Advisory Parking Committee Meeting (January 20)
- ▣ If recommended, proceed to City Commission in February.
- ▣ Spaces will be constructed fully ADA compliant on Hamilton Ave. project.
- ▣ Spaces on other streets will be retrofitted by end of June, 2016.





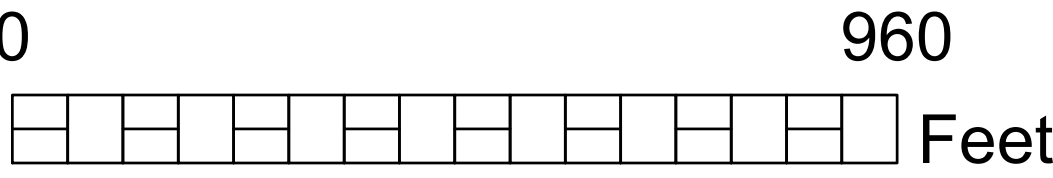
Legend

PARKING

- Standard
- HCP



Downtown Parking District  
Handicap Parking Plan



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



March 18, 2016

Birmingham City Commission  
151 Martin Street, P.O. Box 3001  
Birmingham, MI 48012-3001

***Re: Section 1-17, and to Amend Section 118-68(c)***

Dear Mayor and Commissioners:


As you are aware, the City Commission repealed Section 1-17, and amended Section 118-68(c), after the Trial Court's decision in the *Shoemaker v Howell* case. That decision rendered prior Section 1-17 as unconstitutional in violation of due process, as well as Section 118-68(c) for the same reason. However, the United States Sixth Circuit Court of Appeals reversed the Trial Court's decision. The Court of Appeals case was not appealed further, thereby allowing us to reinstitute the use of the hearing officer with respect to disputes relating to fees or bills sent by the City of Birmingham with respect to several specific sections of the Birmingham City Code. The Code sections that draw the most attention are snow removal, and the cutting of weeds and grass.

We are requesting that Section 1-17 be adopted and added to the City Code, and that Section 118-68(c) be amended to permit the hearing officers to be reinstituted to hear disputes regarding these fees from our citizens.

Should you have any questions please do not hesitate to contact me.

Very truly yours,

**BEIER HOWLETT, P.C.**



Timothy J. Currier  
Birmingham City Attorney

TJC/ck  
Enclosure



# Beier Howlett

Birmingham City Commission  
March 18, 2016  
Page 2

## **SUGGESTED ACTION**

**TO APPROVE AN ORDINANCE AMENDMENT TO PART II OF THE CITY CODE, CHAPTER 1, AND ADD SECTION 1-17;**

**OR**

**DENY THE REQUESTED AMENDMENT TO ADD SECTION 1-17.**

**\* \* \* \* \***

## **SUGGESTED ACTION**

**TO APPROVE AN ORDINANCE AMENDMENT TO CHAPTER 118-68(c);**

**OR**

**DENY THE REQUESTED ORDINANCE AMENDMENT TO SECTION CHAPTER 118-68(c).**



CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 1. TO ADD GENERAL PROVISIONS, SECTION 1-17. HEARING OFFICER FOR DISPUTED FEES.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 1 General Provisions, Section 1-17 Hearing Officer for Disputed Fees shall be amended to change certain verbage and shall read as follows:

"Sec. 1-17. Hearing officer for disputed fees.

(a) *Hearing officer.*

(1) The city commission shall appoint a hearing officer, who shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to any of the fee collection ordinances of the code of the city that specifically relate to: returned check fees by real property owners (section 1-15), the removal of debris from a private property upon a public street, alley, sidewalk, or other public place or right-of-way (section 50-27), false alarms (section 74-31), snow removal (section 98-68), sidewalk repair fees (section 98-62), cross connection inspections (section 114-5), and weed cutting (section 118-68).

The city commission shall also appoint an alternate hearing officer who shall be responsible for hearing such disputes in the hearing officer's absence.

(2) The hearing officer shall be appointed for a three-year term. The initial alternate hearing officer shall be appointed for a two-year term. Terms shall begin on July 1, 2004 and shall expire on June 30 of the respective years. Thereafter, terms shall be three years so that both terms do not expire on the same year. The hearing officer and alternate shall serve at the will of the commission. The hearing officer and alternate shall hold office until their successors are appointed. The city commission shall fill a vacancy by an appointment only.

(3) The hearing officer and alternate shall be residents of the city who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.

a. The hearing officer and alternate shall serve without compensation, and shall not be elected officials, or persons appointed to elective office.

b. The hearing officer and alternate shall establish such procedures as deemed necessary or appropriate to perform the functions as set forth in this section.



(b) *Functions of the hearing officer.* When there is a question or a dispute as to the applicability of any invoice received by a property owner or resident of the city pursuant to any of the fee collection ordinances of this Code, as described in subsection 1-17(a)(1), to a particular situation, that question or dispute shall be directed to the hearing officer. It shall then be the function of the hearing officer to conduct a hearing and make a determination, as applicable.

The actual invoice shall notify the property owner or resident of his or her right to dispute all or any part of the bill as established in this section.

(1) Hearings. The hearing officer shall follow the following hearing procedure:

a. The hearing officer shall, upon receiving notice from the debtor that they are requesting a hearing within the time frames established by the appropriate fee collection ordinance, arrange for a mutually convenient date to hear the dispute.

b. Any person requesting an appearance before the hearing officer to dispute a permissible invoice may request one extension that may be granted by the hearing officer only under extreme circumstances.

c. All hearings at which any person shall be requested to appear shall be subject to the Open Meetings Act.

d. All findings, including a finding of extreme circumstances of the hearing officer shall be published in permanent form and communicated to the city treasurer and other appropriate city staff, the debtor, and the city commission, subject to the requirements of the Open Meetings Act.

(2) The hearing officer shall determine as follows:

a. Determine whether there has been a violation by the debtor of one or more of the ordinances set forth in paragraph (a)(1) of this section.

b. Determine whether the City has performed the work prescribed in the ordinances set forth in paragraph (a)(1) of this section for which the debtor has been invoiced.

c. Determine whether the debtor was invoiced the proper amount for the work actually performed by the City.

d. Determine whether the fees should be waived due to the existence of "extreme circumstances". By way of example, "extreme circumstances" may include, but are not limited to, the following examples: an unexpected death of a member of the household or a member of the households' family resulting in all members of the household becoming unavailable to perform the obligation of the ordinances set forth in paragraph (a)(1) of this section; a sudden illness or injury resulting in all members of the household becoming unavailable to perform



the obligation of the ordinances set forth in paragraph (a)(1) of this section; natural disasters declared by federal, state or local authorities resulting in circumstances rendering performance of the obligations of the ordinances set forth in paragraph (a)(1) of this section impracticable or in direct contradiction of said declaration; emergencies declared by federal, state or local authorities resulting in circumstances rendering performance of the obligations of the ordinances set forth in paragraph (a)(1) of this section impracticable or in direct contradiction of said declaration; and, police, fire or other local circumstances, when authorized by the Police Chief, Fire Chief or the City Manager or his designee resulting in circumstances rendering performance of the obligations of the ordinances set forth in paragraph (a)(1) of this section impracticable or in direct contradiction of said authorization.  
(Ord. No. 1823, § 1, 4-19-04)

All other Sections of Chapter 94 Special Assessments shall remain unaffected.

Ordained this \_\_\_\_ day of \_\_\_\_\_, 2016. Effective upon publication.

\_\_\_\_\_  
Rackeline J. Hoff, Mayor

\_\_\_\_\_  
Laura M. Pierce, City Clerk

I, Laura M. Pierce, 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 \_\_\_\_\_, 2016 and that a summary was published \_\_\_\_\_, 2016.

\_\_\_\_\_  
Laura M. Pierce, City Clerk



CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 118, ARTICLE IX, SECTION 118-68(c). WORK DONE AT OWNER'S EXPENSE, TO ADD GENERAL PROVISIONS, SECTION 1-17. HEARING OFFICER FOR DISPUTED FEES.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 118, ARTICLE IX, SECTION 118-68(c), Work Done At Owner's Expense, -General Provisions, Section 1-17 Hearing Officer for Disputed Fees shall be amended to change certain verbage and shall read as follows:

Sec. 118-68. - Work done at owner's expense.

- (a) If at any time during a period commencing ten days after the publication of notice and October 15 next following, the city manager shall find that any owner or owner's agent has failed to cut, destroy and/or remove the material and vegetation referred to in section 118-66, he shall cause such material and vegetation to be cut, destroyed and/or removed, bill the owner for the cost thereof at rates established by the city commission.
- (b) Such unpaid charges shall become a lien upon the property on which such work has been done or upon the property abutting or adjoining the alley, street or sidewalk upon which such work has been done upon the completion of the work.
- (c) Payment shall be due to the city within 30 days of the bill being sent to the property owner for the performance of such services. The bill shall notify the property owner of his or her right to dispute all or any part of the bill before a hearing officer as established in Section 1-17 of the Code. ~~district court judge in conjunction with the civil infraction issued pursuant to Code Section 118-69.~~ Except as otherwise determined by the hearing officer~~judge~~, if payment is not received by the city within 30 days after such billing, the city treasurer shall add an additional penalty of one percent per month to the delinquent bill. The city treasurer shall annually, on May 1, certify any delinquent billing, or any part thereof, together with all accrued interest and penalty, to the commission; and, it shall be transferred and reassessed, with an additional 15 percent penalty, on the next annual city tax roll. Such charges so assessed shall be collected in the same manner as general city taxes.

(Code 1963, § 9.43; Ord. No. 1806, § 4-28-03; Ord. No. 1830, 4-19-04; Ord. No. 2144, 9-22-14)

Sec. 118-69. - Reserved.

**Editor's note**— Ord. No. 1830, adopted April 19, 2004, repealed § 118-69 in its entirety, which pertained to waiver of charges and derived from the Code of 1963, § 9.44, and Ord. No. 1806, adopted April 28, 2003.



All other Sections of Chapter 118, \_\_\_\_\_, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2016. Effective upon publication.

Rackeline J. Hoff, Mayor

Laura M. Pierce, City Clerk

I, Laura M. Pierce, 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 \_\_\_\_\_, 2016 and that a summary was published \_\_\_\_\_, 2016.

Laura M. Pierce, City Clerk



CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 118,  
ARTICLE IX, SECTION 118-68(c). WORK DONE AT OWNER'S EXPENSE.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 118, ARTICLE IX, SECTION 118-68(c), Work Done At Owner's Expense, shall be amended to change certain verbage and shall read as follows:

Sec. 118-68. - Work done at owner's expense.

- (a) If at any time during a period commencing ten days after the publication of notice and October 15 next following, the city manager shall find that any owner or owner's agent has failed to cut, destroy and/or remove the material and vegetation referred to in section 118-66, he shall cause such material and vegetation to be cut, destroyed and/or removed, bill the owner for the cost thereof at rates established by the city commission.
- (b) Such unpaid charges shall become a lien upon the property on which such work has been done or upon the property abutting or adjoining the alley, street or sidewalk upon which such work has been done upon the completion of the work.
- (c) Payment shall be due to the city within 30 days of the bill being sent to the property owner for the performance of such services. The bill shall notify the property owner of his or her right to dispute all or any part of the bill before a hearing officer as established in Section 1-17 of the Code. Except as otherwise determined by the hearing officer, if payment is not received by the city within 30 days after such billing, the city treasurer shall add an additional penalty of one percent per month to the delinquent bill. The city treasurer shall annually, on May 1, certify any delinquent billing, or any part thereof, together with all accrued interest and penalty, to the commission; and, it shall be transferred and reassessed, with an additional 15 percent penalty, on the next annual city tax roll. Such charges so assessed shall be collected in the same manner as general city taxes.

(Code 1963, § 9.43; Ord. No. 1806, § 4-28-03; Ord. No. 1830, 4-19-04; Ord. No. 2144, 9-22-14)

Sec. 118-69. - Reserved.

**Editor's note—** Ord. No. 1830, adopted April 19, 2004, repealed § 118-69 in its entirety, which pertained to waiver of charges and derived from the Code of 1963, § 9.44, and Ord. No. 1806, adopted April 28, 2003.

All other Sections of Chapter 118, \_\_\_\_\_, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2016. Effective upon publication.



\_\_\_\_\_  
Rackeline J. Hoff, Mayor

\_\_\_\_\_  
Laura M. Pierce, City Clerk

I, Laura M. Pierce, 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 \_\_\_\_\_, 2016 and that a summary was published \_\_\_\_\_, 2016.

\_\_\_\_\_  
Laura M. Pierce, City Clerk





## MEMORANDUM

City Clerk's Office

**DATE:** March 21, 2016

**TO:** Joseph A. Valentine, City Manager

**FROM:** Laura M. Pierce, City Clerk

**SUBJECT:** 2016 Annual Review of Fee Schedule

The Schedule of Fees, Charges, Bonds and Insurance determines the fees, insurance, etc for permits required by the City.

The fee schedule has been reviewed by each department to determine whether a new fee should be added or an existing fee be amended to cover the cost for service and processing. The following departments have proposed revisions to the fee schedule.

### **FIRE DEPARTMENT/DEPARTMENT OF PUBLIC SERVICE**

The Fire Department has proposed the following changes:

- Increase the BLS Emergency Transport and Loaded Mile Fee to cover the current cost.
- Move the Hydrant Use fees to the DPS portion of the fee schedule as the permits are issued through DPS.

### **BUILDING DEPARTMENT**

The Building Department has proposed several changes. See attached memo from Building Official Johnson.

### **PUBLIC RECORDS POLICY**

The Public Records Policy is also reviewed annually. The Clerk's Office is recommending the cost for the Zoning Ordinance on CD be removed. The Zoning Ordinance is available free of charge on the City website. If an individual were to request a CD for the Zoning Ordinance, the cost would be dictated through FOIA based on the actual cost for a CD.

### **SUGGESTED RESOLUTION:**

To amend the Schedule of Fees, Charges, Bonds and Insurance, Building Department section, Department of Public Services section, and Fire Department section as stated in the report and to adopt the revised Public Records Policy.

#### CHANGE CODES AS LISTED ON FEE SCHEDULE

- |    |   |
|----|---|
| A. | Fee has remained the same for many years                |
| B. | Proposed fee covers current costs                       |
| C. | Pass through costs that reflects actual cost of service |
| D. | Fee consistent with neighboring communities             |
| E. | New fee   |
| F. | Increase to cover normal inflationary increase          |
| G. | No longer provide this service                          |
| H. | Other   |





## MEMORANDUM

Building Department

**DATE:** February 22, 2016  
**TO:** Laura M. Pierce, City Clerk  
**FROM:** Bruce R. Johnson, Building Official  
**SUBJECT:** 2016 Fee Review

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The building department annual review of its fees listed in the fee schedule within community development resulted in changes as described below:

Construction Bonds: Chapter 22, Section 22-4 of the City Code allows the Building Department to charge bonds for construction projects before the issuance of a building permit. Construction bonds help insure successful completion of projects by encouraging contractors to schedule all required final inspections. Bond amounts are determined by total construction value of the project as specified in the Schedule for Fees, Bonds and Insurance. The department has noticed that contractors installing swimming pools or replacement windows are often not promptly scheduling the final inspections after completing the installations. Accordingly, we recommend specifically listing these projects in the fee schedule and increasing the bond amounts for them as follows:

- Swimming Pools – Increase bond amount from \$100.00 to \$1,000.00 to encourage contractors to schedule final inspections and finalize their projects.
- Replacement Windows – Increase bond amount from \$100.00 to \$500.00 to encourage contractors to schedule final inspections and finalize their projects.

Plumbing Permits: Chapter 22, Section 22-3 allows the Building Department to charge permit fees as listed in the Schedule for Fees, Bonds and Insurance. The department is recommending the following two adjustments in the fee schedule for plumbing permits for clarification and correction:

- Lawn Sprinklers – Amend the text to clarify the fee includes the installation of a backflow preventer. The proposed fee item will read as Lawn Sprinklers – Including Backflow Preventer. This clarification will help prevent overcharging.
- Water Heater – Water heater fees are listed in both Plumbing and Mechanical permits. The fee in plumbing permits is increasing to match the fee in mechanical permits. This correction will insure the same fee is charged regardless of which permit is utilized.





## **FEES, CHARGES, BONDS, INSURANCE**

The fee required to be paid and the amount of any bond required to be posted, or insurance required to be carried, to obtain any license to engage in the operation, conduct or carrying on of any trade, profession, business or privilege for which a license is required by the provisions of the Code of the City of Birmingham code shall be as hereinafter provided. These fees may be amended by resolution of the City Commission.

Adopted by Resolution #02-18-10 by the Birmingham City Commission at a regular meeting held February 8, 2010, effective February 14, 2010.

*Nancy M. Weiss*

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City Clerk



<b><u>DATE AMENDED</u></b>	<b><u>RESOLUTION NUMBER</u></b>	<b><u>SECTION</u></b>	
2/22/2010	02-30-10	Police - Parking Offenses and Fines	
3/8/2010	03-44-10	Engineering - Schedule of Parking Fees	
3/8/2010	03-48-10	Fire - EMS Transportation Fees	
3/22/2010	03-37-10	Community Development - Vacant Property Registration Fee	
5/10/2010	05-118-10	DPS - Water; Finance - Sewer Service Rates	
6/14/2010	06-150-10	Engineering - Bidding Document Fee and Private Building Sewer Investigation Program Fee	
6/28/2010	06-172-10	DPS - Sewer Lateral Fee	
2/14/2011	02-38-11	Clerk - Voter Information Fees, Valet Parking Fee Museum - Research Fee Police - Non-metered zone, Precious Metal Dealer Fee	
3/21/2011	03-72-11	DPS - Annual Dog Park Pass	
4/11/2011	04-89-11	Clerk - Vendor and Peddler Fees	
5/23/2011	05-141-11	DPS & Finance - Water/Sewer Rates	
6/27/2011	06-172-11	DPS - Wedding Ceremony Fees	
7/25/2011	07-190-11	DPS - Water and Sewer Connection Fees	
3/19/2012	03-74-12	Clerk - Alcoholic Beverages for Consumption on the Premises Fee, Animal License Fee, Annual Licenses Criminal Background Check Fee, Frozen Confection Vendor Insurance Requirements Community Development - Lot Division Fee, Temporary Use Permit Fee, Zoning Ordinance Fees, Zoning Compliance Fees DPS - Water and Sewer Connection Fees, Wedding Rental (Parks) Fee Fire - EMS Transport Service Fee, Fire Code Operational Permits	
6/11/2012	06-163-12	DPS - Water; Finance - Sewer Service Rates	
9/10/2012	09-257-12	Museum - Allen House Event Request	
12/17/2012	12-356-12	Clerk - Cemetery Fees	
3/18/2013	03-100-13	DPS - Water and Sewer Connection Fees Community Development - Contractor Registration Fees, Bond Range	
5/20/2013	05-163-13	DPS & Finance - Water/Sewer Rates (effective 7/1/13)	
7/8/2013	07-203-13	Clerk - Special Event Fees	
7/22/2013	07-211-13	DPS - Water/Sewer Connection Fees	
12/16/2013	12-356-13	DPS - Water Meter Opt Out Plan Fees	
4/28/2014	04-98-14	Community Development - Lot Division Fees, Mechanical & Refrigeration Permit Fees, Zoning Ordinance Fees Fire - EMS Transport Fees, Water Fee, Permit Fee, DPS - Frozen Water Line Fee, Water & Sewer Connection Fees, Water Disconnection Fee Police - Investigation Fees	
5/19/2014	05-118-14	DPS - Water; Finance - Sewer Service Rates (effective 7/1/14)	
7/28/2014	07-187-14	DPS - Grass & Noxious Weeds Civil Infraction	
3/30/2015	03-63-15	Clerk - background check fees, DPS - Refuse Collection & Water and Sewer Connection fees, Fire - Hydrant Use fees	
4/27/2015	04-86-15	Engineering - Monthly Parking Permit Rates (effective 7/1/15)	
5/18/2015	05-112-15	DPS - Water; Finance - Sewer Service Rates (effective 7/1/15)	
8/10/2015	08-174-15	Clerk - Cemetery Fees	
9/10/2015	09-191-15	Police - Pedicabs & Quadricycle Fees	



## STANDARD INSURANCE REQUIREMENTS

Where insurance is required to be carried to make application for a permit or license, the applicant shall procure and maintain the following coverages and limits unless otherwise specified in this

*Workers' compensation insurance.* Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.

*Commercial general liability (CGL) insurance.* 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 broad form general liability extensions or equivalent.

*Motor vehicle liability insurance.* 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.

*Additional insured.* Commercial general liability insurance 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 to any other coverage that may be available to the additional insured, whether any other available coverage be primary,

*Professional liability.* Professional liability insurance with limits of not less than \$1,000,000 per claim if providing service that is customarily subject to this type of coverage.

*Cancellation notice.* Thirty days advance written notice of insurance cancellation, non-renewal and/or reduction or material change in coverage shall be provided to the city. Notice of cancellation, material change or reduction shall be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.

*Proof of insurance coverage.* The city shall be provided with certificates of insurance evidencing the coverages outlined above.

*Expiration.* If any of the above coverages expire, renewal certificates and/or policies must be provided to the city at least ten days prior to the expiration date.

*Acceptability of insurance company.* All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.



# FEE SCHEDULE

CITY CLERK'S OFFICE		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<b><u>Alcoholic beverages for consumption on the premises</u></b>					
Initial fee		\$	1,500.00		
Annual renewal		\$	350.00		
Transfer fee		\$	1,500.00		
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)					
<b><u>Animals (18-1)</u></b>					
Stray animal fines: See Police					
Pet dog and cat licenses:					
license for one year or less		\$	5.00		
license for two years		\$	10.00		
license for three years		\$	12.00		
license obtained 30 days after expiration		\$	20.00		
Kennels:					
Annual fee		\$	300.00		
Plus for each dog in excess of ten		\$	10.00		
<b><u>Auctions (See Initial Merchants)</u></b>					
<b><u>Bicycle Rental Agencies (122-26) annual fee</u></b>		\$	5.00		
Insurance: Motor vehicle liability insurance conforming with Michigan Vehicle Code § 520: \$20,000 per person/\$40,000 per accident for bodily injury claims/\$10,000 for property damage per occurrence.					
<b><u>Charitable Solicitations (38-1)</u></b>			No charge		
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)					
<b><u>Child Care Facilities (58-106)</u></b>					
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)					
Child Care Center annual fee		\$	150.00		
Initial investigation fee		\$	100.00		
Day care home, family annual fee		\$	100.00		
Initial investigation fee		\$	100.00		
Day care home, group annual fee		\$	100.00		
Initial investigation fee		\$	100.00		
<b><u>Christmas Tree Sales (26-88)</u></b>					
December 1 through December 25 - non-profit corporations and merchants assessed for personal property					
			No charge		
All others		\$	100.00		
Deposit for clean up of lot (forfeited if not cleaned up by January 1st.)					
		\$	300.00		
<b><u>Dancing Schools (26-201)</u></b>					
Investigation and annual fee		\$	50.00		
<b><u>Day Care (See Child Care Facilities)</u></b>					
<b><u>Electronic Video Game (14-106)</u></b>					
Each game, annual fee (subject to additional fees and requirements for regulated use)					
		\$	50.00		
<b><u>FOIA fees - See public records policy (attached)</u></b>					



CITY CLERK'S OFFICE		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<b><u>Fumigation (58-141)</u></b>					
Fumigation Contractor, annual fee		\$	50.00		
Fumigation permit, per event		\$	25.00		
Insurance (58-144): Standard insurance requirements plus environmental impairment/pollution liability coverage					
<b><u>Garage Public (54-26) - Annual Fee</u></b>		\$	50.00		
<b><u>Going out of Business (State Law)</u></b>					
Up to 30 days		\$	50.00		
Limit two renewals, each		\$	50.00		
<b><u>Greenwood Cemetery (126-26)</u></b>					
Grave space accommodating one full burial or three cremations		\$	3,000.00		
Additional Rights of Burial for cremated remains, each		\$	750.00		
Grave space accommodating two cremated remains			2,000.00		
Grave space accommodating one cremated remains			1,000.00		
Administrative fee for transfer of grave ownership		\$	150.00		
Interment and disinterment fees:					
Cremation		\$	750.00		
Full Burial		\$	1,200.00		
Foundation charges for markers & monuments:					
Foundation Installment - per linear foot		\$	125.00		
Marker or monument resets:					
Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation					
Weekend, holiday, and overtime interments. This fee in addition to the normal interment fee charged during regular working hours.		\$	400.00		
<b><u>Horse Drawn Carriages (122-71)</u></b>					
Company, annual fee		\$	50.00		
Carriage, each vehicle annual fee		\$	50.00		
Insurance: Standard insurance requirement, with coverage to include premises liability; personal injury liability; products liability; and horse or horses liability. (122-75)					
<b><u>Hotels/Motels annual fee</u></b>		\$	75.00		
1-50 Rooms		\$	300.00		
50+ Rooms		\$	500.00		
<b><u>Initial Merchants: (All types including transfers)</u></b>		\$	100.00		
<b><u>Kennels (See Animals)</u></b>					
<b><u>Lumberyard annual fee</u></b>		\$	50.00		
<b><u>Marriage Ceremony Fee</u></b>		\$	10.00		
<b><u>Mechanical Amusement Device each device annual fee</u></b>		\$	50.00		
(Subject to additional fees and requirements for regulated use.)					
<b><u>Motor vehicle rentals (122-26)</u></b>					
Annual fee		\$	50.00		
Insurance: Motor vehicle liability insurance conforming with Michigan Vehicle Code § 520: \$20,000 per person/\$40,000 per accident for bodily injury claims/\$10,000 for property damage per occurrence.					
<b><u>Open Parking Stations annual licenses (27-428)</u></b>					
Lots accommodating 25 cars or less		\$	100.00		
Lots accommodating 26-50 cars		\$	125.00		



CITY CLERK'S OFFICE		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
Lots accommodating 51-75 cars		\$	150.00		
Lots accommodating 76 cars or more		\$	200.00		
<b><u>Outdoor Amusements (14-161)</u></b>					
Annual fee		\$	25.00		
Surety bond or cash deposit		\$	1,000.00		
<b><u>Outdoor Dining license annual fee</u></b>		\$	200.00		
Additional flat fee for off-season		\$	200.00		
(subject to additional fees for use of city right of way)					
Insurance:					
<i>Workers' Compensation Insurance</i> , including Employer's Liability Insurance, in accordance with all acceptable statutes of the State of Michigan.					
<i>Commercial General Liability Insurance</i> on an occurrence basis with the limits of liability of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for combined single limit personal injury and property damage, and shall include independent contractor's coverage and broad form general liability coverages.					
Liquor Liability Insurance (if liquor is to be served) on an occurrence basis with limits of liability of not less than \$1,000,000 per occurrence.					
<i>Additional Insured:</i> Commercial General Liability Insurance (and Liquor Liability, if applicable) shall name the City of Birmingham as additional insured for all activities connected with this Agreement and shall include an endorsement stating the following as: "Additional Insureds: The City of Birmingham , all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributory or excess, The authorized representative of the insurance carrier acknowledges that it has read the insurance provisions of the agreement between the City of Birmingham and the insured."					
<i>Cancellation Notice</i> , Thirty (30) days advance written notice of cancellation, non-renewal, reduction of material change in coverage, will be provided to the City of Birmingham by the insurance carrier.					
<i>Proof of Insurance Coverage.</i> The city shall be provided with certificates of insurance evidencing the coverages outlined above.					
<i>Acceptability of insurance company.</i> All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.					
<b><u>Passports</u></b>					
Acceptance of passport application		\$	25.00		
Two passport photos		\$	10.00		
<b><u>Pawnshops</u></b>					
Annual licensing fee		\$	500.00		
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)					



CITY CLERK'S OFFICE		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<b><u>Peddlers and Commercial Vendors (Chapter 26)</u></b>					
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)					
Special Event and School Vendor/Athletic Vendor in City Park					
Application Fee (per event/application)		\$	50.00		
Daily Fee (per day/location)		\$	10.00		
50% discount for Birmingham licensed merchants					
Frozen Confection Vendor					
Application Fee		\$	80.00		
Amendment to the Application		\$	26.00		
Annual License Fee		\$	500.00		
Insurance: Standard Insurance Requirements					
Peddling					
Application Fee (per event/application)		\$	50.00		
Amendment to the Application		\$	16.00		
Daily Fee Option (per day/location)		\$	10.00		
Yearly Fee Option (calendar year)		\$	1,825.00		
<b><u>Poolroom, each billiard or pool table annual fee</u></b>		\$	50.00		
(subject to additional fees for regulated use)					
<b><u>Refuse Collector: (Chapter 90)</u></b>					
Annual fee first truck		\$	150.00		
Each additional truck		\$	75.00		
Insurance: Proof of workers compensation coverage, motor vehicle liability insurance and the VIN number of each vehicle must be provided to the city prior to obtaining a license.					
<b><u>Regulated Uses not otherwise listed Chapter 26:</u></b>					
Application fee		\$	1,000.00		
Annual licensing fee		\$	200.00		
<b><u>Rollerskating rinks annual fee (Chapter 14)</u></b>		\$	50.00		
<b><u>Special Events (98-140) non-refundable application fee</u></b>					
Annual Application fee		\$	165.00		
First Time Event Application fee		\$	200.00		
Additional permit fees as determined by administrative staff due two weeks prior to event with insurance documents.					
Insurance: Standard insurance requirements					
<b><u>Taxicabs (Chapter 122)</u></b>					
Company, annual fee		\$	50.00		
Taxicab, each vehicle annual fee		\$	50.00		
Standby taxicab, each annual fee		\$	25.00		
Taxicab driver annual fee		\$	50.00		
Insurance: Workers compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.					
Motor vehicle liability insurance, including state 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, non-owned and hired vehicles.					
Cancellation notice. Thirty (30) days advance written notice of insurance cancellation, nonrenewal, reduction and/or material change in coverage must be provided to the city, Notice of cancellation,					



CITY CLERK'S OFFICE	EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<p>material change or reduction must be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.</p> <p>Proof of insurance. Certificates of insurance for the coverage required herein shall be provided to the city clerk.</p> <p>Acceptability of insurance company. All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.</p>				
<b><u>Telecommunications</u></b>				
Application fee	\$	500.00		
Annual maintenance fee as determined by the Metro				
Authority pursuant to Act 48 of the Public Acts of 2002				
<b><u>Theatres annual fee 14.26</u></b>	\$	50.00		
<b><u>Valet Parking</u></b>				
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)				
Initial application fee	\$	1,000.00		
Annual license fee	\$	500.00		
One Day Valet Permit fee	\$	50.00		
Valet parking card deposit, per card	\$	20.00		
Fees per car:				
1-100 cars, pre-paying for six months in advance, per month	\$	500.00		
101-200 cars, pre-paying for six months in advance, per month	\$	750.00		
201 and above cars, pre-paying for six months in advance, per month	\$	1,000.00		
Meter space fee - set by police department				
Insurance: Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.				
Garage liability insurance with limits of liability of not less than \$1,000,000 per occurrence; or commercial general liability insurance endorsed to provide the equivalent of this coverage.				
Garage keepers legal liability insurance with limits of liability of not less than \$100,000.00 per occurrence; or commercial general liability insurance endorsed to provide the equivalent of this coverage.				
Additional insured. Garage liability and garage keepers legal liability insurance, as described above, shall name the city as additional insured for all activities connected with the valet parking service and shall include an endorsement stating the following as "additional insured": the city, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributing or excess.				
Cancellation notice. Thirty (30) days advance written notice of insurance cancellation, nonrenewal, and/or reduction in material change in coverage must be provided to the city. Notice of cancellation material change or reduction must be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.				
Proof of insurance coverage. The following certificates and policies shall be provided to the city:				



CITY CLERK'S OFFICE		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
1. Two copies of certificate of insurance for workers' compensation insurance. 2. Two copies of certificate of insurance for garage liability insurance. 3. Two copies of certificate of insurance for garage keepers legal liability insurance. 4. If so requested, certified copies of all policies mentioned above will be furnished. Expiration. If any of the above coverages expire, renewal certificates and/or policies must be provided to the city at least ten days prior to the expiration date. Acceptability of insurance company. All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.					
<b><u>Voter Information</u></b>					
Daily Absentee Voter List		\$	15.00		
Voter Information List		\$	5.00		



# FEE SCHEDULE

COMMUNITY DEVELOPMENT DEPT.		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<b><u>Administrative approval (Planning Department)</u></b>		\$	100.00		
<b><u>Brownfield Developments</u></b>					
Application fee non-refundable and non-reimbursable		\$	1,500.00		
Outside consultant fees reimbursement:					
Where a review of applications, plans, construction documents, Brownfield development documents or any other documents is performed by outside consultants engaged by the city, a review fee shall be charged at 1.05 times the actual cost. Payment shall be in advance of the review based on estimated cost.					
<b><u>Building Permits (Chapter 22)</u></b>					
(a) Building permit fees:					
The building permit fee is determined from the total construction value as shown in the most recent edition of the ICC Building Evaluation Data Square foot construction costs. For all use groups except one and two family residential, the minimum square foot construction cost is 100% of the value shown in construction costs table; for renovations the minimum square foot construction costs is 50% of the value shown in the table. For residential one and two family structures, the minimum square foot construction cost is \$125.					
(b) Total Construction Valuation:					
Permit fees are computed at \$85.00 for the first \$1,000 of construction valuation; \$10.00 for each additional \$1,000 (or fraction thereof) up to \$100,000 of construction valuation; and \$15.00 for each additional \$1,000 (or fraction thereof) over \$100,000 of construction valuation.					
(c) Refunds:					
Refunds of any permit fees are subject to a minimum of 25 percent for administrative services with no construction work commencing. After construction has started, fees will be refunded proportionately as determined by the building official. Any permit fee for construction that is 75 percent or more completed will not be refunded.					
(d) Plan examination fees:					
When a plan is required to be submitted, a plan review fee must be paid at the time of submitting plans and specifications for review. The review fee shall be \$85.00 for projects up to \$10,000 in construction value; all other plan examination fees shall be computed as shown below:					
Construction value up to \$10,000		\$	85.00		
			Construction value multiplied by 0.0020 \$150.00 minimum		
Construction Value from \$10,001 to \$500,000			\$1,000 plus construction value multiplied by 0.0010		
Construction Value over \$500,000					
The building plan review fee shall be multiplied by 1.25 when MEAP reviews are required.					
An administrative fee equal to the permit fee may be charged in addition to the permit fee, when work is started and/or completed without first obtaining the permit. Plan review fees are not refundable.					
(e) Construction Bonds					
In addition to the required building permit fee, a cash bond must be posted at the time the permit is issued in accordance with the following schedule:					



COMMUNITY DEVELOPMENT DEPT.		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
Construction value between \$0-\$10,000	\$	100.00			
Construction value between \$10,001-\$50,000	\$	200.00			
Construction value between \$50,001-\$100,000	\$	300.00			
Construction value between \$100,001-\$500,000	\$	500.00			
Construction value of \$500,001 and up	\$	1,000.00			
<u>Swimming Pools</u>			\$ 1,000.00	E	BRJ
<u>Window Permits</u>			\$ 500.00	E	BRJ
Upon satisfactory completion of all final inspections required, and the issuance of a certificate of occupancy, if applicable, the construction bond will be returned upon request without interest.					
(f) A reinspection fee may be required by the building official	\$	50.00			
(g) Bonding requirements for a temporary certificate of occupancy: When a temporary certificate of occupancy is issued prior to completion of the entire work covered by the permit, a cash bond shall be posted in an amount as determined by the building official up to \$10,000 for residential dwellings and \$100,000 for commercial buildings or spaces based on the cost of completing all remaining and outstanding work.					
(h) Bonding requirements for maintenance and replacements costs of public right-of-way facilities: A bond shall be posted prior to the issuance of a building permit for new construction in the amount of \$5,000 to assure that the public right-of-way is properly maintained at all times during construction. This includes the replacement of city sidewalk, curb and gutter, and the re-establishment of green space in the public right-of-way.					
<b><u>Board of Building Trades Appeals</u></b>					
Single family residential	\$	310.00			
All other construction	\$	510.00			
<b><u>Contractor Annual Registration Fees</u></b>					
Building Contractor	\$	25.00			
Electrical Contractor	\$	25.00			
Mechanical Contractor	\$	5.00			
Plumbing Contractor	\$	15.00			
<b><u>Cross Connections Inspections/Re-Inspections (114-122)</u></b>					
Fee	\$	50.00			
Plus, a per hour charge, to be charged at 1/4 hour increments, per city employee or city representative for the time spent on such inspections or re-inspections concerning a particular water consumer.					
Device test report review, per report	\$	10.00			
<b><u>Demolition of Buildings</u></b>					
Less than 3,000 cubic feet	\$	125.00			
3,000 to 50,000 cubic feet	\$	200.00			
More than 50,000 cubic feet	\$	300.00			
Performance cash bond:					
Minimum (as determined by the building official)	\$	100.00			
Maximum (as determined by the building official)	\$	50,000.00			
<b><u>Electrical Installation (Chapter 22)</u></b>					
Base fee	\$	50.00			
Reinspection Fee	\$	50.00			
120 volt or 277 volt first circuit	\$	15.00			
120 volt or 277 volt each additional circuit	\$	8.00			
Each 208V, 240V, 480V branch circuits	\$	20.00			
First 25 lights, receptacles and switches	\$	20.00			
Each additional set of 20	\$	15.00			
First sign	\$	50.00			



COMMUNITY DEVELOPMENT DEPT.	EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
Feeders/Buss Ducts:				
First 100 feet	\$	25.00		
Over 100 feet	\$	15.00		
Commercial fire alarms:				
Fire alarm panel	\$	30.00		
Each alarm device	\$	10.00		
Residential smoke detectors up to 8 units, 120 volts	\$	20.00		
Low voltage smoke alarm with panel	\$	50.00		
Residential smoke alarm system less than 50 volts with panel	\$	50.00		
Services or transformers:				
30 AMP to 200 AMP	\$	35.00		
201 AMP to 400 AMP	\$	50.00		
Over 401 AMP	\$	100.00		
A/C Interrupt service	\$	20.00		
Temporary service up to 200 AMP	\$	40.00		
Sub panel: Sidewalk inspection req:				
Each additional sign	\$	20.00		
Each residential A/C	\$	35.00		
Furnace/unit heaters	\$	20.00		
Pools/hot tubs/spas	\$	50.00		
Appliances/disposal/dishwashers	\$	10.00		
Commercial HVAC:				
5 ton or less ach	\$	50.00		
Over 5 ton each	\$	75.00		
Motors - Commercial only:				
1/4 HP up to 10 HP each	\$	25.00		
Over 10 HP to 30 HP each	\$	40.00		
Over 30 HP each	\$	60.00		
New house construction minimum of four inspections requires				
An administrative fee equal to the permit fee may be charged in addition to the permit fee when work is started and/or completed without first obtaining the permit.				
<b>Equipment installation permit fee</b>	\$	10.00		
<b>Final site inspection fee (Planning Dept.)</b>	\$	100.00		
<b>Housing:</b>				
Housing Board of Appeals Fee:				
Residential dwelling unit	\$	310.00		
Other - Commercial	\$	510.00		
<b>Housing Inspections Owner Authorized:</b>				
One and two-family dwellings:				
Building structure fee per dwelling unit	\$	200.00		
Electrical fee per dwelling unit	\$	100.00		
Plumbing fee per dwelling unit	\$	100.00		
Heating and refrigeration fee per dwelling unit	\$	100.00		
<b>Landlord Licenses (See Rental Properties)</b>				
<b>Lot Division (Chapter 102):</b>				
Fee per parcel created from each platted or unplatted lot (lot splits)	\$	200.00		
Boundary Adjustment for single family dwelling:				
Separation of platted lots (fee per each lot)	\$	200.00		
Combination of platted lots (fee per each lot)	\$	50.00		



COMMUNITY DEVELOPMENT DEPT.		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<b><u>Massage Permits (26-251):</u></b>					
Investigation fee to operate massage facility (subject to additional fees for regulated use)	\$	250.00			
Investigation fee to perform massage service	\$	25.00			
Change of location (subject to additional fees for regulated use)	\$	100.00			
<b><u>Mechanical Permits:</u></b>					
Base Fee	\$	50.00			
Gas/oil furnace/boilers, etc:					
100,000 BTU or less	\$	60.00			
Over 100,000	\$	70.00			
Over 500,000	\$	80.00			
Ductwork	\$	50.00			
V.A.V. boxes (variable air volume) each	\$	30.00			
Humidified or air cleaner	\$	30.00			
Mfg. fireplace (gas or solid fuel), stoves (solid fuel) includes chimney	\$	30.00			
Gas or oil space heaters	\$	30.00			
Automatic flue damper	\$	25.00			
as part of furnace	\$	10.00			
Gas piping - first two openings	\$	30.00			
additional openings each	\$	5.00			
Air handling systems:					
Vents & Exhaust Fans:					
Under 1,500 c.f.m. each	\$	25.00			
1,500 to 10,000 c.f.m. each	\$	35.00			
Over 10,000 c.f.m. each	\$	55.00			
Heat Pumps:					
To 50,000 BTU	\$	30.00			
To 200,000 BTU	\$	40.00			
To 500,000 BTU	\$	50.00			
Over 500,000 BTU	\$	75.00			
Fire Suppression Systems:					
Standpipe systems:					
2-1/2" thru 4"	\$	50.00			
Over 4"	\$	70.00			
Fire pumps & connections	\$	75.00			
Fire sprinkler system:					
First head up to 20 heads	\$	50.00			
Each additional head	\$	3.00			
Hood and duct fire suppression systems:					
Each establishment system- minimum	\$	75.00			
Each additional system at same establishment	\$	30.00			
Refrigeration:					
Self contained refrigeration systems	\$	40.00			
Remote refrigeration systems:					
Up to 10 HP	\$	50.00			
10 HP up to 50 HP	\$	70.00			
Over 50 HP	\$	95.00			
Water heater	\$	30.00			
Chimney liner	\$	20.00			
Hydronic Floor Heat:					
Up to 2,000 square feet	\$	50.00			
Over 2,000 square feet	\$	60.00			



COMMUNITY DEVELOPMENT DEPT.		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
Geo Thermal:					
Up to 100,000 BTU	\$	75.00			
Over 100,000 BTU	\$	90.00			
Additional reinspection	\$	50.00			
Reinspection fee	\$	50.00			
An administrative fee equal to the permit fee may be charged in addition to the permit fee, when work is started and/or completed without first obtaining the permit.					
<b><u>Newsracks (90-160)</u></b>					
Review fee for each newsrack box	\$	50.00			
Annual registration for each newsrack box	\$	50.00			
<b><u>Plumbing Permits</u></b>					
Base Fee	\$	50.00			
Automatic washer	\$	15.00			
Backflow preventer	\$	25.00			
Bathtub	\$	15.00			
Catchbasin	\$	50.00			
Dental Chair	\$	15.00			
Dishwasher	\$	20.00			
Drains to 6 inches	\$	25.00			
Drains over 6 inches	\$	40.00			
Drinking fountain	\$	15.00			
Floor drain	\$	15.00			
Garbage disposal	\$	15.00			
Grease trap	\$	30.00			
Hood bibs	\$	15.00			
Humidifier	\$	15.00			
Inside drain (weep tile)	\$	15.00			
Laundry tray	\$	15.00			
Lavatory	\$	15.00			
Lawn sprinkler - <u>including Backflow Device</u>	\$	50.00		H - text change	BRJ
Miscellaneous equipment	\$	15.00			
Reinspection fee	\$	50.00			
Roof sump	\$	15.00			
Safe waste	\$	15.00			
Sewers to 6 inches	\$	50.00			
Sewers to 8 inches	\$	60.00			
Sewers to 10 inches	\$	75.00			
Sewers to 12 inches	\$	100.00			
Sewers over 13 inches	\$	100.00			
Shower trap	\$	15.00			
Stacks, conductors	\$	15.00			
Stand pipe	\$	15.00			
Sump w. pump	\$	30.00			
Urinal	\$	15.00			
Water closet	\$	15.00			
Water distribution:					
3/4 inch	\$	30.00			
1 inch	\$	30.00			
1 1/4 inch and 1 1/2 inch	\$	35.00			
2 inches	\$	45.00			
3 inches	\$	60.00			



COMMUNITY DEVELOPMENT DEPT.		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
4 inches	\$	70.00			BRJ
Over 4 inches	\$	75.00			
Water heater	\$	15.00	\$ 30.00	H	
Water service:					
1 inch	\$	65.00			
1 1/2 inch	\$	65.00			
2 inches	\$	65.00			
Over 2 inches	\$	125.00			
Additional inspection	\$	50.00			
Reinspections	\$	50.00			
An administrative fee equal to the permit fee may be charged in addition to the permit fee, when work is started and/or completed without first obtaining the permit.					
<b><u>Production filming fees 114-168:</u></b>					
Permit application fee (non-refundable):					
Motion picture, television, or video on private property only	\$	125.00			
Motion picture, television, or video on public property	\$	225.00			
Still photography only on private property	\$	50.00			
Still photography only on public property	\$	100.00			
Additional fee for expedited processing if less than normal processing time is required. (Late application processed at the discretion of the city manager or his/her designee)					
	\$	150.00			
Daily public property use fee (from prep to clean-up time):					
Motion picture, television, or video, per day	\$	75.00			
Public property location holding - per day	\$	75.00			
On-street base camp - per day (if approved)	\$	25.00			
Parking space rental - per day		current rate			
Extended hours of permitted filming activity:					
Any film permitted activity beyond 7:00 a.m. to 7:00 p.m. or driving scenes on major, minor, or neighborhood roads requiring special barricades, noticing, and/or public safety personnel (hourly rates for staff time to be calculated and charged separately).					
	\$	75.00			
Security deposit:					
A refundable security deposit may be required to cover any unanticipated city staff costs, clean-up costs, refund fees to user groups affected by the film permit activities, and/or other expenses not included/anticipated in the initial film permit fee calculation.					
	\$	500.00			
Staff costs:					
Monitoring fee for additional police, fire, ordinance enforcement, public works, recreation and parks, or other staff as determined by the city manager or his/her designee; fee will be estimated based on hours needed and scheduled. Staff time to be based on most current city overtime rate schedule and calculated and paid in advance of film permit activities.					
Insurance: (Sec 14-172 (5) (6) (8) Standard insurance requirement plus limits of liability of not less than \$5,000,000 per occurrence in the event motor vehicles, aircraft, helicopters, explosives or pyrotechnics are used in the activity. Also, the permittee shall execute a hold-harmless agreement as provided by the city prior to the issuance of any permit.					
<b><u>Rental Properties</u></b>					
Fee for rented or leased premises:					
First unit	\$	125.00			
For properties containing more than one unit:					
Add, per additional unit or common/exterior area, to the one-unit fee	\$	40.00			
Additional re-inspection fee for rental properties requiring additional inspections, plus \$25.00 for each additional unit beyond the first unit.					
	\$	75.00			



COMMUNITY DEVELOPMENT DEPT.		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
The fee shall be increased by 50 percent for any application received more than 30 days after the required renewal date.					
<b><u>Signs (Chapter 86)</u></b>					
Construction		\$	50.00		
Temporary - non-residential zone districts - permit per 30 square feet or fraction 86-133		\$	50.00		
Temporary - churches in residential zone districts 86-70		\$	25.00		
Marquee and roof annual fee		\$	200.00		
Others:					
Permit per square foot		\$	2.00		
Minimum		\$	100.00		
Inspection fee every three years		\$	50.00		
Removal fee 86-59 86-111		\$	50.00		
Sign impound fee, per sign		\$	25.00		
Sign inspection bonds per required inspection		\$	200.00		
<b><u>Sign Erectors (Chapter 86)</u></b>					
Original license		\$	25.00		
Renewal - annual fee		\$	15.00		
Bond		\$	5,000.00		
<b><u>Sign Removal: Failure to comply with notice to remove, daily fine to commence on 31st day after notice to remove is issued.</u></b>					
		\$	25.00		
<b><u>Site Evaluation</u></b>					
New house		\$	150.00		
Addition and accessory structure		\$	75.00		
<b><u>Special Land Use Permits (See Zoning)</u></b>					
<b><u>Subdivision plats (Chapter 102)</u></b>					
Tentative preliminary plat approval					
Fee			\$2,500.00		
Plus per lot			\$10.00		
Final preliminary plat approval					
Fee			\$1,000.00		
<b><u>Temporary Structure (Tents, Canopies, etc)</u></b>					
Original permit		\$	100.00		
Renewal		\$	25.00		
Plan checking fee		\$	50.00		
Temporary Use Permit		\$	100.00		
<b><u>Vacant Property Registration Fee</u></b>					
Residential		\$	100.00		
Commercial		\$	100.00		
Safety and maintenance inspection		\$	75.00		
Administrative costs: Inspector per hour		\$	55.00		
Support staff per hour		\$	45.00		
Sanctions, remedies, penalties:					
First offense		\$	150.00		
Second offense and any other subsequent offense		\$	500.00		



# COMMUNITY DEVELOPMENT DEPT.

EXISTING FEE PROPOSED FEE CHANGE CODE Staff

## Zoning Ordinance Fees

Board of Appeals		
Single family residential	\$	310.00
All others	\$	510.00
Community Impact Review	\$	2,050.00
Design review fee	\$	350.00
Historic district review		
Single family residential district	\$	-
All other zone districts	\$	350.00
Public notice signs for land development applications		
Fee	\$	50.00
Deposit	\$	100.00
Site Plan Review		
R-4 through R-8 zone districts fee	\$	850.00
Plus, per dwelling unit affected by minor construction or minor site plan changes, as determined by the planning director	\$	50.00
Or, plus, for each dwelling unit in the entire complex for all other site plan changes, as determined by the planning director	\$	50.00
Non-residential districts fee	\$	1,050.00
Plus per acre or fraction thereof	\$	50.00
Special Land Use Permits		
*Special land use	\$	800.00
Plus, site plan review	\$	1,050.00
Plus, design review	\$	350.00
Plus, publish of legal notice	\$	450.00
Annual renewal fee	\$	200.00
Temporary Use Permit	\$	100.00
Zoning Compliance Letters	\$	50.00
Zoning Compliance Permit Fees		
Accessory Structures Under 200 Square Feet	\$	125.00
Fence Permit - <i>Single Family Zoned Districts</i>	\$	50.00
Impervious Surface (driveway, patio, etc.) <i>Single Family Zoned Districts</i>	\$	125.00
Zoning Ordinance Interpretation (Formal Report)		
One & two family zone districts		\$125.00
All other zone districts		\$175.00

THE FEES FOR DESIGN REVIEW, SITE PLAN REVIEW, HISTORIC DISTRICT REVIEW AND SPECIAL LAND USE PERMITS SHALL BE DOUBLE THE LISTED AMOUNTS IN THE EVENT THE PROPOSED PROJECT IS COMMENCED PRIOR TO FILING OF AN APPLICATION FOR REVIEW BY THE CITY.

\* Special Land Use permit fees may be waived at the discretion of the City Manager where an amendment is sought by the applicant to change the name of the establishment, or remove parties from the permit when it involves a liquor license associated SLUP and the establishment is not in operation.



# FEE SCHEDULE

DEPARTMENT OF PUBLIC SERVICES	EXISTING FEES	PROPOSED FEE	CHANGE CODE	Staff
<b><u>Dog Park Annual Pass:</u></b>				
Resident	\$ 50.00			
Non-Resident	\$ 200.00			
<b><u>Golf Course Fees - Adjusted annually by resolution of City Commission with recommendation of Parks and Recreation Board</u></b>				
<b><u>Grass &amp; Weed Violations (118-66 to 118-68)</u></b>				
Cutting charge for properties less than or equal to 50 feet wide	\$ 135.00			
Cutting charge for properties greater than 50 feet wide	\$ 200.00			
Municipal Civil Infraction Fine (in addition to cutting charge):				
First Offense	\$ 50.00			
Second Offense	\$ 100.00			
Third Offense	\$ 200.00			
All violations after the third offense in a calendar year	\$ 200.00			
<b><u>Hydrant Use</u></b>				
Deposit (if required as determined by Fire Chief)	\$ 100.00			
Permit Fee	\$ 160.00			
Water Charge	\$ 64.75			
Includes 5000 gallons at standard charge. Water charge in excess of 5000 gallons will be charged at double rate \$25.90 per thousand gallons.				
This rate may be revised every year effective July 1st.	\$ 25.90			
<b><u>Hydrant Repair</u></b>				
To be calculated by DPS. Will include labor, equipment, material				
<b><u>Ice Arena Fees - Annual evaluation at budget</u></b>				
<b><u>Leisure Activity Pass:</u></b>				
First year	\$ 15.00			
Revalidate/Replace for subsequent seasons	\$ 10.00			
<b><u>Recycle Bins</u></b>				
	current cost			
<b><u>Refuse collection charges (Chapter 90) Fill-A-Dump</u></b>	\$ 300.00			
<b><u>Snow Removal from Sidewalks (98-66 - 98-68) - minimum charge</u></b>	\$ 100.00			
<b><u>Tree Preservation (Chapter 118)</u></b>				
Registration for tree service business	\$ 100.00			
Sanctions, remedies, penalties:				
First offense, per tree	\$ 500.00			
Second offense, per tree	\$ 1,000.00			
<b><u>Water</u></b>				
Customer requested service, emergency, 2 hr. minimum plus equipment and materials if applicable	\$ 200.00			
Meter department service fee, plus equipment and materials if applicable	\$ 80.00			
Meter department service fee for no show appointment	\$ 40.00			
Final meter reading without 24 hour notice	\$ 150.00			
Stop box construction deposit (includes \$100 inspection \$400 refundable)	\$ 500.00			
Curb box and lid repair (done by city)	\$ 500.00			
Opt Out Plan Meter Reading Fee	\$ 12.02			
Frozen water service line thaw - first visit	no charge			
	time & material (\$200 minimum)			
Frozen water service line thaw - second visit and beyond (\$200 minimum)				
<b><u>Water</u></b>				
Additional charge for water used:				
For each 1,000 gallons or part thereof	\$ 4.21			
Service of notice of intent to discontinue service for non-payment of charges(114-303)	\$ 50.00			
Meter department service fee	\$ 80.00			
Meter department service fee for no show appointment	\$ 40.00			
Final meter reading without 24 hour notice	\$ 150.00			
Stop box construction deposit (includes \$100 inspection \$400 refundable)	\$ 500.00			



DEPARTMENT OF PUBLIC SERVICES		EXISTING FEES	PROPOSED FEE	CHANGE CODE	Staff
Curb box and lid repair (done by city)		\$	500.00		
<b><u>Water Rates</u></b>					
Meter Size					
5/8" Quarterly fixed charge		\$	5.00		
5/8" Monthly fixed charge		\$	1.67		
1" Quarterly fixed charge		\$	8.00		
1" Monthly fixed charge		\$	2.67		
1 1/2" Quarterly fixed charge		\$	12.00		



DEPARTMENT OF PUBLIC SERVICES		EXISTING FEES	PROPOSED FEE	CHANGE CODE	Staff
1 1/2" Monthly fixed charge		\$	4.00		
2" Quarterly fixed charge		\$	16.00		
2" Monthly fixed charge		\$	5.33		
3" Quarterly fixed charge		\$	24.00		
3" Monthly fixed charge		\$	8.00		
4" Quarterly fixed charge		\$	32.00		
4" Monthly fixed charge		\$	10.67		
6" Quarterly fixed charge		\$	48.00		
6" Monthly fixed charge		\$	16.00		
8" Quarterly fixed charge		\$	64.00		
8" Monthly fixed charge		\$	21.33		
Special charges to the city					
Annual charge for fire hydrants		\$	18.50		
Annual charge for drinking fountains		\$	20.00		
<b><u>Water &amp; Sewer Connections (Chapter 114):</u></b>					
Water Service Only - Single Trench					
Easement 1":					
Service Install		\$	1,790.00		
Water Meter, MTU, Brass Meter Spuds, and Trip		\$	657.00		
Water for Construction		\$	50.00		
Total		\$	2,497.00		
Easement 1 1/2":					
Service Install		\$	2,010.00		
Water Meter, MTU, Brass Meter Flanges, and Trip		\$	1,850.00		
Water for Construction		\$	70.00		
Total		\$	3,930.00		
Easement 2":					
Service Install		\$	2,210.00		
Water Meter, MTU, Brass Meter Flanges, and Trip		\$	2,060.00		
Water for Construction		\$	95.00		
Total		\$	4,365.00		
All Paved Surfaces 1":					
Service Install		\$	3,950.00		
Water Meter, MTU, Brass Meter Spuds, and Trip		\$	657.00		
Water for Construction		\$	50.00		
Total		\$	4,657.00		
All Paved Surfaces 1 1/2":					
Service Install		\$	4,270.00		
Water Meter, MTU, Brass Meter Flanges, and Trip		\$	1,850.00		
Water for Construction		\$	70.00		
Total		\$	6,190.00		
All Paved Surfaces 2":					
Service Install		\$	4,630.00		
Water Meter, MTU, Brass Meter Flanges, and Trip		\$	2,060.00		
Water for Construction		\$	95.00		
Total		\$	6,785.00		
Water for construction rates on larger services:					
3"		\$	120.00		
4"		\$	190.00		
6"		\$	330.00		
8"		\$	465.00		
(Prices on water services over 2" in size will be determined by (DPS) on a time and material basis. A deposit will be made for the estimated cost as determined by DPS.)					
5/8" meter		\$	120.00		



DEPARTMENT OF PUBLIC SERVICES		EXISTING FEES	PROPOSED FEE	CHANGE CODE	Staff
1" meter		\$	180.00		
1 1/2" meter		\$	1,320.00		
2" meter		\$	1,525.00		
(Price to be obtained from meter department for any water meter larger than 2")					
Meter Transceiver Unit (MTU)		\$	135.00		
1" Brass Meter Spuds		\$	22.00		
1.5" Brass Meter Flanges		\$	75.00		
2" Brass Meter Flanges		\$	80.00		
Inspection fee when trenching not done by DPS per service		\$	400.00		
Water disconnection fee:					
Water service disconnection at property line if service will be reused (1" or larger copper water services only)		\$	1,000.00		
2" service or smaller		\$	1,850.00		
4" service or greater to be determined individually by the DPS					
Fees for trench maintenance		\$	600.00		
Refundable deposit		\$	1,000.00		
<b><u>Wedding Rental (Parks)</u></b>		\$	100.00		
Shain Park (weekdays/weekends)					
Resident		\$	200.00		
Non-Resident		\$	400.00		
Security Deposit		\$	100.00		
Birmingham Historical Museum Park (John West Hunter Park) (weekdays/weekends)					
Resident		\$	200.00		
Non-Resident		\$	400.00		
Security Deposit		\$	100.00		
All other City Parks (weekdays/weekends)					
Resident		\$	70.00		
Non-Resident		\$	140.00		
Security Deposit		\$	50.00		
<b><u>Well Permit</u></b>		\$	100.00		



# FEE SCHEDULE

## ENGINEERING

EXISTING FEE EXISTING FEE EXISTING FEE EXISTING FEE EXISTING FEE CHANGE CODE

Staff

### Bidding Document Fee

Large Set - Paper Copy	\$	50.00
Small Set - Paper Copy	\$	30.00
CD Copy (any size)	\$	15.00
(Copy fee waived for Plan Room and Advertising Services)		

### Cable Communications Permit (30-133 (j))

Cable Franchise Insurance: Standard Insurance requirements plus excess liability insurance (or umbrella policy) on an "occurrence basis", with limits of liability not less than \$5,000,000 per occurrence; and indemnification provisions (see Section 30-190)

### Curb Closings (See Streets & Sidewalks)

### Driveways (See Streets & Sidewalks)

### Parking Meters

High Demand Areas	\$	1.00	per hour
Lower Demand Areas (1)	\$	0.50	per hour

N. Old

### Parking Structures

	Pierce	Peabody	Park	Chester	Woodward
Less than 2 hours	free	free	free	free	free
Less than 3 hours	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Less than 4 hours	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Less than 5 hours	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Less than 6 hours	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
Over 6 hours	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Over 7 hours	\$ 7.50	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Over 8 hours	\$ 10.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Maximum Fee After 10:00PM	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Permit Parking	\$ 65.00	\$ 65.00	\$ 60.00	\$ 45.00	\$ 55.00

### Parking Structure Permit Parking Activation Fee

Deposit (any cards returned after six-months not eligible for refund)	\$	20.00
Activation fee per AVI card	\$	30.00
Returned checks	\$	30.00

### Permit Parking At Meters

Lot 6 - Regular	\$	150.00	quarterly
Lot 6 - Restricted	\$	90.00	quarterly
Ann St. North	\$	165.00	quarterly
Ann St. South	\$	120.00	quarterly
South Old Woodward	\$	120.00	quarterly

### Private Building Sewer Investigation Program

Single Family Residential Property		
Security Deposit (refundable)	\$	300.00
Non-Single Family Residential Property		
Application Fee	\$	300.00
Security Deposit (refundable)	\$	300.00

### Sidewalks (See Streets & Sidewalks)

### Soil erosion and sediment control permit fees:

Less than 1 acre site	\$	50.00
1-2 acre site	\$	100.00
2-3 acre site	\$	150.00

The permit fee shall increase for every acre or portion thereof in excess of the above examples.

### Inspection desposits:

Less than 1 acre site	\$	1,560.00
1-2 acre site	\$	3,120.00
2-3 acre site	\$	4,680.00

The inspection deposit shall increase \$1,560.00 per additional acre or portion thereof in excess of the above examples.

### Soil Filling Permit (Chapter 50)



ENGINEERING		EXISTING FEE	EXISTING FEE	EXISTING FEE	EXISTING FEE	EXISTING FEE	CHANGE CODE	Staff
Application fee		\$	600.00					
Permit fee, per cubic yard		\$	0.20					
<b><u>Stormwater runoff (Chapter 114)</u></b>								
Permit per acre of affected area		\$	100.00					
Minimum		\$	50.00					
<b><u>Streets &amp; Sidewalks:</u></b>								
There shall be a minimum charge of \$50.00 for all curb closing, curb, cuts, driveways and sidewalk permits.		\$	85.00					
Curb closings (98-91):								
Permit per linear foot		\$	3.00					
Minimum		\$	30.00					
Curb cuts (98-91):								
Permit per linear foot		\$	3.00					
Minimum		\$	30.00					
Driveways (98-91):								
Permit		\$	30.00					
Sidewalks (98-57):								
Permit, per square foot		\$	0.40					
Minimum		\$	20.00					
Excavations (98-26):								
Permit		\$	50.00					
Plus deposit to be determined by city engineer to cover estimated cost of possible city expenses, minimum								
Moving buildings (98-3 - 98-28):								
Permit		\$	50.00					
Plus deposit to be determined by city engineer to cover estimated cost of possible city expenses, minimum		\$	1,000.00					
Insurance: Standard insurance requirements plus hold-harmless agreement								
Obstructions (98-26):								
Permit		\$	50.00					
Plus deposit to be determined by city engineer to cover estimated cost of possible city expenses, minimum		\$	1,000.00					



# FEE SCHEDULE

FINANCE DEPARTMENT		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<b><u>Sewer Service Rates (Chapter 114)</u></b>					
For each 1,000 gallons or part thereof		\$	8.88		
<b><u>Industrial Surcharge (Chapter 114)</u></b>					
An industrial surcharge shall be levied against industrial and commercial customers contributing sewage to the system with concentrations of pollutants exceeding the levels described as follows:					
Amounts of Industrial Surcharge - Total Charge per pound of excess pollutants					
Biochemical oxygen demand (BOD), over 275 mg/l		\$	0.477		
Total suspended solids (TSS), over 350 mg/l		\$	0.483		
Phosphorus (P), over 12 mg/l		\$	7.129		
Fats, oils, grease (FOG) over 100 mg/l		\$	0.459		
<b><u>Industrial Waste Control IWC (Chapter 114)</u></b>					
An industrial waste control charge shall be levied against all non-residential properties, in accordance with rates established by resolution.					
Meter Size - Quarterly Charge					
5/8"		\$	16.50		
3/4"		\$	24.75		
1"		\$	41.25		
1 1/2"		\$	90.75		
2"		\$	132.00		
3"		\$	239.25		
4"		\$	330.00		
6"		\$	495.00		
8"		\$	825.00		
10"		\$	1,155.00		
12"		\$	1,320.00		
14"		\$	1,650.00		
16"		\$	1,980.00		
18"		\$	2,310.00		
20"		\$	2,640.00		
24"		\$	2,970.00		
30"		\$	3,300.00		
36"		\$	3,630.00		
48"		\$	3,960.00		
Effective July 1, 2015					



# FEE SCHEDULE

## FIRE DEPARTMENT

	EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<b><u>EMS Transport Service Fees (Chapter 54)</u></b>				
ALS Emergency Transport II	\$ 750.00			
ALS Emergency Transport I	\$ 575.00			
ALS Non-Emergency Transport	\$ 575.00			
BLS Emergency Transport	\$ 450.00	\$ 475.00	B	
BLS Non-Emergency Transport	\$ 450.00			
Loaded Mile (scene to hospital fee per mile)	\$ 12.50	\$ 13.00	B	
<b><u>Fire Code Operational Permits</u></b>				
As listed in the International Fire Code	\$ 50.00			
<b><u>Hydrant Use &amp; Hydrant Repair - See DPS</u></b>				
<b><u>Hydrant Use</u></b>		Moved to DPS		JC/LW
Deposit (if required as determined by Fire Chief)	<del>\$ 100.00</del>			
Permit fee	<del>\$ 160.00</del>			
Water Charge	<del>\$ 64.75</del>			
Includes 5000 gallons at standard charge. Water charge in excess of 5000 gallons will be charged at double rate \$25.90 per thousand gallons.	<del>\$ 25.90</del>			
This rate may be revised every year effective July 1st.				
<b><u>Hydrant Repair</u></b>				
To be calculated by DPS, Will include labor, equipment, material				
<b><u>Open Fires Permit (includes inspection)</u></b>	\$ 50.00			
<b><u>Pyrotechnics displays Permit</u></b>	\$ 50.00			



# FEE SCHEDULE

MUSEUM		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<b><u>Limited Use Fee</u></b>					
Cleaning Deposit, returnable		100.00			
2 hrs. of approved private use - Allen House, first floor only, with event specific rider and agreement		550.00			
Insurance: Standard Insurance Requirements and Hold Harmless Agreement					
<b><u>Research Requests</u></b>					
First hour		\$ 25.00			
Each additional hour		\$ 15.00			



# FEE SCHEDULE

POLICE DEPARTMENT	EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<b>*Alcohol:</b>				
Specially Designated Distributor	\$ 500.00			
Specially Designated Merchant	\$ 500.00			
<b><u>False Alarm fees (74-31):</u></b>				
First false alarm per calendar year	no charge			
All subsequent false alarms per calendar year	\$ 50.00			
<b><u>Fingerprints</u></b>				
Full set of fingerprints; said fee shall be in addition to any license or permit fee which requires fingerprints to be taken and/or submitted to the Michigan State Police or the Federal Bureau of Investigation	\$ 10.00			
<b><u>Meter Bags</u></b>	\$ 12.00			
<b><u>Parking Permits (110-136 - 110-150)</u></b>				
Residential parking permit per household (includes 2 resident and 3 visitor permits for a two-year period)	\$ 8.00			
<b><u>Parking Offenses &amp; Fines (If paid before 10 days/If paid after 10 days)</u></b>				
Expired meter: first seven offenses in calendar	\$10/20			
Expired meter: eight offenses or more in calendar year	\$30/40			
Overtime in non-metered zone	\$10/20			
Overtime in a time zone: less than 2 hours	\$15/25			
Overtime in a time zone: 2 hours or longer	\$30/40			
Stopping, standing or parking where prohibited	\$30/40			
Parking over the meter line	\$10/20			
Back into parking lot space	\$10/20			
Keys in ignition or ignition unlocked	\$30/40			
Other illegal parking	\$30/40			
No parking here to corner	\$30/40			
Handicap zone	\$100/125			
Violation of snow emergency parking ordinance	\$50/75			
Illegal parking in permit area	\$30/40			
Illegal parking on private property	\$30/45			



# FEE SCHEDULE

POLICE DEPARTMENT		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<b><u>Pedi-cabs &amp; Commercial Quadricycles</u></b>					
Annual Application Fee		\$	50.00		
<p><i>Insurance: The owner of every pedicab or commercial quadricycle shall procure and file with the city clerk a liability insurance policy or similar proof of insurance issued by an insurance company authorized to do business in the state. The amount of such liability insurance for each pedicab or commercial quadricycle shall be as follows: An amount of not less than \$2,000,000 because of bodily injury to or death of any one person; in an amount of \$2,000,000 because of bodily injury of two or more persons in any one accident; in an amount of not less than \$2,000,000 in medical coverage for each passenger. Such policy of insurance may be in the form of a separate policy for each pedicab or commercial quadricycle, or may be in the fleet policy covering all pedicabs or commercial quadricycles operated by such owner; provided, however, that such a policy provide for the same amount of liability for each pedicab or commercial quadricycle operated. Provided further, such policy shall name the City of Birmingham as an additional insured, and no such policy as required above may be cancelled until the expiration of 30 days after notice of intent to cancel has been given in writing to the city clerk of the City by registered mail or personal delivery of such notice and a provision to that effect is made a part of such policy.</i></p>					
<b><u>Precious Metals Dealers 26-161</u></b>					
Annual License Fee		\$	500.00		
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)					
<b><u>Preliminary breath test (PBT) each</u></b>		\$	10.00		
<b><u>Stray Animal Fines:</u></b>					
Licensed pet properly immunized first offense		\$	25.00		
Second offense within twelve month period		\$	50.00		
<b><u>Vehicle Identification Number Inspection Fee</u></b>		\$	25.00		
<b><u>Vehicle Impounding Fee</u></b>		\$	25.00		
<b><u>Vehicle Inspection Fee</u></b>		\$	25.00		
<p>*Fee for liquor license inspection may be waived at the discretion of the City Manager where an applicant seeks to change the liquor license by the removal of a licensee from the license and the licensed establishment is not in operation.</p>					



## FEE SCHEDULE

TREASURER'S OFFICE		EXISTING FEE	PROPOSED FEE	CHANGE CODE	Staff
<u>Returned Check fees (15.1 - 15.3)</u>	\$	25.00			
<u>Treasurer's certificate</u>	\$	10.00			



CITY OF BIRMINGHAM  
PUBLIC RECORDS POLICY

1. The City of Birmingham shall make public records available to the general public in accordance with the Freedom of Information Act (FOIA) and Article VIII, Sections 2-311 through 2-316.
2. The city clerk shall be designated the FOIA coordinator. The clerk may designate others to fulfill FOIA requests, but shall keep copies of requests according to the Records Retention and Disposal Schedule.
3. The FOIA Coordinator shall make available a standard form for requests for public records. There is no requirement under FOIA for lists or reports to be created.
4. Copying of public records shall only be done by city employees or may be reproduced by an outside source as arranged by the FOIA coordinator or his or her designee.
5. Copies of public records shall be charged at \$0.10 each sheet of paper 8.5" x 11" and 8.5" x 14", using double-sided printing when available.
6. Maps and plans shall be distributed as follows:

11" x 17"	\$5.00
24" x 36"	\$10.00
26" x 36"	\$13.00
36" x 42"	\$15.00
 <del>Zoning Ordinance (Computer Disk only) ————— \$10.00</del>	
7. The building department does not release copies of interior plans of houses or commercial buildings without written approval of the owner.
8. Copies of the annual budget shall be sold for \$83.00 plus mailing costs. Copies of the annual audit, CAFR, shall be sold for \$65.00 plus mailing costs. As duplicating costs vary for these documents from year to year based on volume, charges will be adjusted accordingly.
9. All agendas will be posted on the city's website. Background material will be made available for public review at the respective department counter where the document is prepared. Upon request, commission agendas will be provided free of charge to the Birmingham homeowners associations representing residents of the City.
10. Requests for computer generated lists or documents shall be made available in accordance with FOIA and the city code. Costs for such documents shall be determined according to the departmental costs to produce such records.



11. Records of fire investigations shall be available to the public after the investigation has been completed. Copies of fire incident reports shall be sold for \$5.00 for each copy plus current mailing costs.
12. Copies of standard records from the police department, including dispatch cards, incident reports and accident reports shall be sold for \$5.00. Police Department letters of clearance will be prepared for \$10.00.
13. Copies of standard police video (booking room, in-car, and security) shall be sold for \$75.00.
14. Copies of standard police audio (9-1-1, telephone, radio) shall be sold for \$50.00.

Adopted by City Commission July 28, 2008, Resolution #07-240-08

Amended: February 14, 2011, Resolution #02-38-11  
March 19, 2012, Resolution #03-74-12  
August 27, 2012, Resolution #08-249-12  
March 18, 2013, Resolution #03-100-13  
April 28, 2014, Resolution #04-98-14  
March 30, 2015, Resolution #03-63-15





## **MEMORANDUM**

Office of the City Manager

**DATE:** March 21, 2016

**TO:** City Commission

**FROM:** Joseph A. Valentine, City Manager

**SUBJECT:** Request for Closed Session  
Personnel Evaluation

---

Police Chief Studt has requested the City Commission meet in a closed session to consider a personnel matter pursuant to Section 8(a) of the Open Meetings Act (Act 267 of 1976). A 2/3 roll call vote of the City Commission is not required to call a closed session permitted under Section 8(a).





## **MEMORANDUM**

**Human Resources**

**DATE:** March 16, 2016

**TO:** Joseph A. Valentine, City Manager

**FROM:** Yvonne Taylor, HR Manager

**SUBJECT:** Request for Closed Session  
Labor Relations

---

It is requested that the City Commission meet in closed session pursuant to Section 8(c) of the Open Meetings Act to discuss labor relations.

**SUGGESTED RESOLUTION:**

To meet in closed session to discuss labor relations in accordance with Section 8(c) of the Open Meetings Act.



ROBERT F. RILEY  
129 LINDEN  
BIRMINGHAM, MI 48009

March 14, 2016

Mayor Rackeline Hoff  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48009



**RE: FINAL MAPLE ROAD DESIGN**

Dear Mayor Hoff:

My family has carefully followed the issues surrounding the change of West Maple Road from four to three lanes. We supported the change initially and continued to support it throughout the test period. The test period has revealed to us that West Maple Road is a much safer road for both traffic and pedestrians in Birmingham. Contrary to predictions, we have not witnessed predicted complications such as "cut through" traffic, excessive backups or hazards and access to businesses and churches on Maple Road has not been impeded.

We urge the City Commission to permanently adopt the new design and establish West Maple Road as a three lane road.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Robert F. Riley".

Robert F. Riley

RFR



RICHARD C. ROLLINS  
466 ASPEN ROAD  
BIRMINGHAM, MI 48009

ROLLINSTAX@MSN.COM

(248)932-3500  
248) 932-0826 FACSIMILE

March 11, 2016

**Rackeline Hoff, Mayor**

Mark Nickita, Mayor Pro Tem  
Joe Valentine, City Manager  
City of Birmingham  
151 Martin St.  
P.O. Box 3001  
Birmingham, MI 48012

Re: Maple Road

Dear Mayor, May Pro Tem and City Manager:

I am very proud of my city from its residents who voted last week, to its City Commissioners, to its outstanding staff of employees.

I congratulate our City, that stood tall and wise to overcome the fear tactics of Mr. Jim Mirro, versus the City's extensive research and the traffic engineers consultants and its vote by the City..

I believe this is a big step for city government and its wisdom to move ahead to a permanent one lane in each direction with a center lane in the middle. I truly hope in the end that Maple becomes a beautiful boulevard with islands in the middle with trees and landscaping. This will add to the beauty of the city and contribute to adding to a more sophisticated, elegant European feel to our great city. This will transform Maple from a car cutting gutter, fast speed road to a functional and aesthetic road that will stop dividing North & South Birmingham..

Bravo to our beautiful City. Every time I come home to my city after work, I am so happy I am able to live in this magical town called Birmingham.

Sincerely,



RICHARD C. ROLLINS

RCR/kds



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# LIVE WELL BOOMER SUMMIT

Saturday, April 30th, 2016, 7:30 a.m. – Noon

Join thought leaders from around the region for this exciting morning specifically designed for the Boomer Generation.

Registration & Showcase 7:30 a.m.

Birmingham Groves High School Auditorium

Tickets \$10.00 - Register at [www.BirminghamNext.org](http://www.BirminghamNext.org)



Join hundreds of other Boomers for this fast paced morning facilitated by **Fox News Anchor Huel Perkins**, and with recognized experts:



**Gail Elliott Patricolo**, Director of Beaumont's Integrated Medicine  
*Mind, Body and Spirit: Finding Peace at Any Age*



**Amy S. Eckert**, Author, Travel Journalist and President of the Midwest Travel Writers Association - *Open Doors: Travel in the Middle Years*



**Rick Bloom**, Bloom Asset Management – Attorney & CPA, named one of the top Financial Advisors in the United States in 2015 by Barron's magazine *How to Determine What You Will Need to Retire, and Stay Retired!*



**Priscilla Perkins**, Beaumont Hospitals, Senior Major Gift Officer  
*The Many Benefits of Volunteering and Career Transitions*



**Dr. Terri Orbuch**, Oakland Univ. Professor, Author, Therapist and "The Love Doctor" - *Maintaining Healthy Relationships & Staying Connected*

In partnership with:



Your Place to Stay Active & Connected



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