



**CITY COMMISSION MEETING AGENDA  
SEPTEMBER 6, 2018  
7:30 PM**

**Agenda Documents to Retain**

SAVE FROM	ITEM	SAVE FOR
August 13, 2018	4L. Resolution setting Monday, September 17, 2018 at 7:30 PM for a public hearing to consider the request by the property owner to eliminate the historic designation on 361 E. Maple.	September 17, 2018
August 27, 2018	4L. Resolution setting Monday, September 17, 2018 for a public hearing to consider approval of the ordinance amendments to Chapter 126, Zoning of the Birmingham City Code	September 17, 2018

**BIRMINGHAM CITY COMMISSION AGENDA**  
**SEPTEMBER 6, 2018**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

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

Andrew M. Harris, Mayor

**II. ROLL CALL**

J. Cherilynn Mynsberge, City Clerk

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

***Announcements:***

- The St Croix Shop Gives Back event will be held on the weekend of September 28-30 and will benefit the Birmingham Museum. The shop will be celebrating its location in the historic Wabeek Building with early photos and a special discount offer to shoppers who donate to the Museum.
- On Saturday, September 22 from 1:00 to 4:00 p.m., head to Beverly Park for the second annual Read in the Park. Meet the authors, walk the Storybook Trail, and enjoy beautiful Beverly Park. At 1:30 p.m. hear *New York Times* bestselling author Elizabeth Berg speak about her life and writing career. At 3:00 p.m. visit with beloved children's author Lisa Wheeler as she tells stories with puppets. In the event of rain, this event will take place at Baldwin Public Library

***Appointments:***

- A. Interviews for the Design Review Board
  - 1. John Henke
- B. Appointments to the Design Review Board
  - 1. To appoint \_\_\_\_\_, as a regular member to serve a three-year term to expire September 25, 2021.
- C. Interviews for the Historic District Commission
  - 1. John Henke
- D. Appointments to the Historic District Commission
  - 1. To appoint \_\_\_\_\_, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2021.
- E. Interviews for the Board of Zoning Appeals-Alternate
  - 1. Richard Lilley
- F. Appointment to the Board of Zoning Appeals-Alternate
  - 1. To appoint \_\_\_\_\_ to the Board of Zoning Appeals as an alternate member to serve the remainder of a three-year term to expire on February 17, 2020.
- G. Interviews for the Parks and Recreation Board
  - 1. John Rusche

- 2. Shelby Leigh-Bupp Crockett
- H. Appointment to the Parks and Recreation Board
  - 1. To appoint \_\_\_\_\_, to the Parks and Recreation Board as a regular member to serve the remainder of a three-year term to expire March 13, 2021.
- I. Administration of Oath of Office to Appointees

#### **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. Resolution approving the City Commission meeting minutes of August 27, 2018.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated August 29, 2018 in the amount of \$13,931,487.12.
- C. Resolution accepting the resignation of Jeffrey Heldt from the Cable Board, thanking him for his service, and directing the Clerk to begin the process of filling the vacancy.

#### **V. UNFINISHED BUSINESS**

None

#### **VI. NEW BUSINESS**

- A. Resolution approving the agreement with Luckenbach Ziegelman Gardner for architectural services for the proposed renovation of the Youth Services section of the Baldwin Public Library, with funds to be paid by the Library (acct. #271-790.000-901.0600), and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- B. Resolution approving the renewal of the lease agreement between the Birmingham Public Schools and the City of Birmingham and authorizing its execution by the City Manager.

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

#### **VIII. COMMUNICATIONS**

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

#### **X. REPORTS**

- A. Commissioner Reports
  - 1. Notice of Intention to appoint two regular members to the Board of Zoning Appeals on October 8, 2018.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
  - 1. Parking Data Analytics Software Research Report, submitted by Assistant City Manager Gunter.

2. Parking Utilization Report, submitted by Assistant City Manager Gunter.

<b>XI. ADJOURN</b>
--------------------

### **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 DESIGN REVIEW BOARD

At the regular meeting of Thursday, September 6, 2018 the Birmingham City Commission intends to appoint three regular members to the Design Review Board to serve three-year terms to expire September 25, 2021.

Interested parties may submit an application available from the city clerk's office on or before noon on Friday, August 24, 2018. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Design Review Board is to advise the City Commission in regard to the proper development of the City. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the City's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, City Planning Board, Historic District Commission and other City advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the City.

Applicant(s) \_\_\_\_\_ Presented \_\_\_\_\_ For \_\_\_\_\_ City \_\_\_\_\_ Commission \_\_\_\_\_ Consideration:  
*Thomas Trapnell has resigned from the DRB. Adam Charles has not submitted an application.*

Applicant Name	Criteria/Qualifications
	<ul style="list-style-type: none"><li>Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members shall be residents.</li></ul>
John W. Henke III 724 S. Bates St.	Law practice focusing on real estate, construction and business matters.

*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.*

### SUGGESTED ACTION:

To appoint \_\_\_\_\_, as a regular member to serve a three-year term to expire September 25, 2021.

To appoint \_\_\_\_\_, as a regular member to serve a three-year term to expire September 25, 2021.

To appoint \_\_\_\_\_, as a regular member to serve a three-year term to expire September 25, 2021.



# DESIGN REVIEW BOARD

Ordinance #1882

Terms: 3 years

Members: One member of the Design Review Board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.

Duties: The function and duty of the Design Review Board is to advise the city commission in regard to the proper development of the city. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, city Planning Board, Historic District Commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Charles 1639 Bennaville	Adam	(248) 672-3486  <i>mradamcharles@gmail.com</i>	11/21/2016  Alternate	9/25/2019
Deyer 1283 Buckingham	Keith	(248)642-6390  <i>kwdeyer@comcast.net</i>	9/25/2006	9/25/2020
Donati 835 Westchester Way	Grace	(248) 633-5033  <i>grace.donati@gmail.com</i>	2/26/2018  Student Representative	12/31/2018
Dukas 1352 Suffield	Natalia	(248) 885-8535  <i>nataliadukas@yahoo.com</i>	9/9/2013	9/25/2019
Fuller 255 Pierce	Dulce	(248) 245-4000  <i>d@woodwardandmaple.com</i>	10/27/2016  Alternate	9/25/2019

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Henke</b> 724 South Bates	<b>John</b>	(248) 789-1640 <i>jwhenke@aol.com</i>	9/25/2006 historical preservation organization member	9/25/2018
<b>Mercurio</b> 1060 Lake Park	<b>Joseph (Joe)</b>	(248) 568-4656 <i>jfm248@gmail.com</i>	8/14/2017	9/25/2020
<b>Tolles</b> 1080 Bennaville	<b>Lauren</b>	(248) 203-6006 <i>lauren@maisonbirmingham.com</i>	8/14/2017	9/25/2018
<b>Trapnell</b> 660 Smith Ave	<b>Thomas</b>	(313) 568-6712 <i>ttrapnell@dykema.com</i>	4/27/2015	9/25/2018
<b>Wells</b> 1844 W. Lincoln	<b>Ava</b>	(704) 699-1192 <i>avawells@gmail.com</i>	2/26/2018 Student Representative	12/31/2018
<b>Willoughby</b> 667 Greenwood	<b>Michael</b>	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 Architect	9/25/2019

# CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Design Review Board

Year: 2018

Members Required for Quorum:  

MEMBER NAME	1/3	1/17	2/7	2/21	3/7	3/21	4/4	4/18	5/2	5/16	6/6	6/20	7/18	8/1	8/15	9/5	10/3
<b>REGULAR MEMBERS</b>																	
Keith W. Deyer	NM	NM	NM	A	NM	NM	NM	NM	NM	A	NM	NM	NM	NM	A		
Natalia Dukas	NM	NM	NM	A	NM	NM	NM	NM	NM	A	NM	NM	NM	NM	A		
John Henke III	NM	NM	NM	P	NM	NM	NM	NM	NM	P	NM	NM	NM	NM	P		
Thomas Trapnell	NM	NM	NM	A	NM	NM	NM	NM	NM	A	NM	NM	NM	NM	NA		
Lauren Tolles	NM	NM	NM	P	NM	NM	NM	NM	NM	A	NM	NM	NM	NM	A		
Michael Willoughby	NM	NM	NM	A	NM	NM	NM	NM	NM	P	NM	NM	NM	NM	P		
Joe Mercurio	NM	NM	NM	P	NM	NM	NM	NM	NM	P	NM	NM	NM	NM	P		
Ava Wells (Student)	NM	NM	NM	NA	NA	NM	NM	NM	NM	P	NM	NM	NM	NM	A		
Grace Donati (Student)	NM	NM	NM	NA	NA	NM	NM	NM	NM	P	NM	NM	NM	NM	A		
<b>ALTERNATES</b>																	
Dulce Fuller	NM	NM	NM	P	NA	NM	NM	NM	NM	P	NM	NM	NM	NM	P		
Adam Charles	NM	NM	NM	P	NM	NM	NM	NM	NM	P	NM	NM	NM	NM	P		
Present or Available	0	0	0	5	0	0	0	0	0	7	0	0	0	0	5	0	0

**KEY:**

- A** = Member absent
- P** = Member present or available
- CP** = Member available, but meeting canceled for lack of quorum
- CA** = Member not available and meeting was canceled for lack of quorum
- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items

  
 Department Head Signature

RD

10/17	11/7	11/21	12/5	12/19	SPEC MTG	SPEC MTG	Total Mtg. Att.	Total Absent	Percent Attended Available
							0	3	0%
							0	3	0%
							3	0	100%
							0	2	0%
							1	2	33%
							2	1	67%
							3	0	100%
							1	1	50%
							1	1	50%
							3	0	100%
							3	0	100%
							0	0	#DIV/0!
							0	0	#DIV/0!
0	0	0	0	0	0	0			

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee:

Design Review Board

Year: 2017

MEMBER NAME	1/4	2/1	2/15	3/1	3/15	4/5	4/19	5/3	5/17	6/7	6/21	7/5	7/19	8/2	8/16	9/6	10/18	11/1	11/15	12/6	Total Mtgs. Att.	Total Absent	Percent Attend
<b>REGULAR MEMBERS</b>																							
Mark Coir	A	P	A	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	NM	*	*	*	*	2	2	50%
Keith W. Deyer	A	P	P	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	NM	A	NM	P	P	4	4	50%
Natalia Dukas	P	P	P	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	NM	A	NM	A	A	4	4	50%
John Henke III	P	A	P	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	NM	P	NM	A	A	5	3	63%
Joe Mercurio	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	P	NM	P	P	3	0	100%
Lauren Tolles	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	P	NM	A	A	1	2	33%
Thomas Trapnell	A	P	P	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	NM	P	NM	A	P	6	2	75%
Shelli Weisberg	P	P	A	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	NM	*	*	*	*	4	1	80%
Michael Willoughby	P	P	P	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	NM	P	NM	P	P	8	0	100%
Josh Chapnick (student rep.)	A	A	A	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	NM	A	NM	A	A	0	8	0%
Griffin Pfaff (student rep.)	A	A	A	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	NM	A	NM	A	A	0	8	0%
<b>ALTERNATES</b>																							
Dulce Fuller	P	A	A	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	NM	A	NM	P	A	2	6	25%
Adam Charles	P	A	P	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	NM	A	NM	P	A	4	2	67%
Members in attendance	6	6	6	6	0	0	0	0	0	0	0	0	0	0	5	0	5	0	5	4			

**KEY: A = Absent**

**P = Present**

**NM = No Meeting**

**\*\* = Not asked to attend**

**\* = Not on board**

**Department Head Signature**



# DESIGN REVIEW BOARD

2016	J	F	M	A	M	J	J	A	S	O	N	D	%
John Heinke		P	P	P/P	P	P	P	P			P		100%
Mark Coir		A	P	P/A	P	P	A	P			P		66%
Natalia Dukas		P	A	P/P	P	A	P	P			P		78%
Thomas Trapnell		P	P	P/A	P	P	P	P			P		89%
Michael Willoughby		P	P	P/A	P	A	P	P			P		78%
Keith Deyer		A	P	P/P	P	A	P	A			A		56%
Shelli Weisberg		P	P	P/P	A	P	A	A			P		66%
Loreal Dobson		A	P	A/A	A	A	A	A			A		11% Student

X = Meeting Cancelled

\* = Member Resigned

\*\* = Member Not Yet Appointed

2015	J	F	M	A	M	J	J	A	S	O	N	D	%
John Heinke	P/P			P				P		P/P			100%
Mark Coir	P/P			P				P		P/P			100%
Natalia Dukas	P/P			P				P		P/P			100%
Thomas Trapnell								P		P/P			100%
Michael Willoughby	P/P			P				P		P/P			100%
Keith Deyer	P/A			P				A		A/P			50%
Shelli Weisberg	P/A			A				P		A/P			66%
Mitch Bourstein	P/P			*									100%
Cambria Rush	P/A			*									50%
Darlene Gehringer	A/*												0%
Zoe Bowers	**			P				P		P/A			75% Student
Patrick Rogers	**			P				P		A/P			75% Student

2014	J	F	M	A	M	J	J	A	S	O	N	D	%
John Henke	A	P/A	P	P/A	P	P	P	P/P	P/P	A		A	67%
Mark Coir	P	A/P	P	A/P	P	P	P	P/P	P/A	P		P	80%
Natalia Dukas	P	P/P	P	A/P	P	P	P	P/A	P/P	P		P	87%
Shelli Weisberg	A	A/P	A	P/P	P	P	P	P/P	P/P	P		A	73%
Michael Willoughby	P	A/P	P	P/P	P	A	P	P/P	P/P	P		P	87%
Keith Deyer	A	P/A	A	A/A	P	A	A	A/A	A/P	P		A	27%
Darlene Gehringer	P	P/P	P	P/A	P	P	A	P/A	P/P	P		P	87%
Caroline Stacey	A	A/A	*	*	*	*	*	*	*	*	*	*	0%
Mitch Boorstein	**	**	P	P/A	P	P	P	P/P	A/A	A		P	67% Student
Cambria Rush	**	**	P	P/P	P	A	A	P/P	A/A	A		A	50% Student



**OFFICE USE ONLY**  
Meets Requirements? ☒ Yes ☐ No  
Will Attend / Unable to Attend

## APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities).

(Please print clearly)

Board/Committee of Interest DESIGN REVIEW BOARD

Specific Category/Vacancy on Board Regular Member

Name JOHN W. HENKE III

Phone 248 789-1640

Residential Address 724 S. BATES ST.

Email JWHENKE@AOL.COM

Residential City, Zip BIRMINGHAM 48009

Length of Residence 25 YRS.

Business Address 29800 TELEGRAPH RD

Occupation ATTORNEY

Business City, Zip SOUTHFIELD 48034

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.  
TO CONTINUE SERVING AS CHAIRPERSON OF HDCL & DIRB.

List your related employment experience 14 YRS HDCL DIRB.  
MY LAW PRACTICE CONCENTRATES ON REAL ESTATE, CONSTRUCTION & BUSINESS MATTERS

List your related community activities 14 YRS HDCL DIRB, AD-HOC OLD WOODWARD, AD-HOC MASTER PLAN SELECTION.  
DAADS TRUSTEE & FORMER BOARD MEMBER.

List your related educational experience PAST CRAWBROOK ART ACADEMY & MUSEUM BOARD.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: NO.

Do you currently have a relative serving on the board/committee to which you have applied? NO.

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

Signature of Applicant [Signature] **3A1** Date 8/22/18.





## NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT COMMISSION

At the regular meeting of Thursday, September 6, 2018 the Birmingham City Commission intends to appoint three regular members to the Historic District Commission to serve three-year terms to expire September 25, 2021.

Interested parties may submit an application available from the City Clerk's Office on or before noon on Friday, August 24, 2018. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the City with primary emphasis upon the City's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Applicant(s) Presented For City Commission Consideration:

*Thomas Trapnell has resigned. Adam Charles has not submitted an application.*

Applicant Name	Criteria/Qualifications
	<ul style="list-style-type: none"><li>• A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation.</li><li>• Must be a resident</li></ul>
John W. Henke III 724 S. Bates St.	Resident Former member of Museum Board

*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.*

### SUGGESTED ACTION:

To appoint \_\_\_\_\_, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2021.

To appoint \_\_\_\_\_, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2021.

To appoint \_\_\_\_\_, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2021.



# HISTORIC DISTRICT COMMISSION

Ordinance #1880

Terms: 3 years

Members: A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If available, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan.

Duties: The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Burley	Doug	(248) 761-9905	8/14/2017	9/25/2020
384 Puritan		<i>doug.burley@outlook.com</i>		
Charles	Adam	(248) 672-3486	12/11/2017	9/25/2018
1539 Bennaville		<i>mradamcharles@gmail.com</i>		
Deyer	Keith	(248) 642-6390	9/25/2006	9/25/2020
1283 Buckingham		<i>kwdeyer@comcast.net</i>		
Donati	Grace	(248) 633-5033	2/26/2018	12/31/2018
835 Westchester Way		<i>grace.donati@gmail.com</i>	Student Representative	
Dukas	Natalia	(248) 885-8535	9/9/2013	9/25/2019
1352 Suffield		<i>nataliadukas@yahoo.com</i>		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Filthaut</b> 1158 Webster Ave.	<b>Kevin</b>	(248) 761-0009  <i>kfilthau@umich.edu</i>	2/12/2018 Alternate	9/25/2019
<b>Fuller</b> 255 Pierce	<b>Dulce</b>	(248) 245-4000  <i>d@woodwardandmaple.com</i>	10/27/2016 Alternate	9/25/2019
<b>Henke</b> 724 South Bates	<b>John</b>	(248) 789-1640  <i>jwhenke@aol.com</i>	9/25/2006 historical preservation organization member	9/25/2018
<b>Trapnell</b> 660 Smith Ave	<b>Thomas</b>	(313) 568-6712  <i>ttrapnell@dykema.com</i>	4/27/2015	9/25/2018
<b>Wells</b> 1844 W. Lincoln	<b>Ava</b>	(704) 699-1192  <i>avawells@gmail.com</i>	2/28/2018 Student Representative	12/31/2018
<b>Willoughby</b> 667 Greenwood	<b>Michael</b>	(248) 760-8903  <i>mwilloughby@mwa-architects.com</i>	3/22/2010 architect	9/25/2019

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HDC**

Year: **2018**

Members Required for Quorum:  

MEMBER NAME	1/3	1/17	2/7	2/21	3/7	3/21	4/4	4/18	5/2	5/16	6/6	6/20	7/18	8/1	8/15	9/5	10/3	10/17	11/7	11/21	12/5	12/19	SPEC MTG	SPEC MTG
<b>REGULAR MEMBERS</b>																								
Adam Charles	NM	p	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	A	NM	P									
Doug Burley	NM	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	P	NM	A									
Keith W. Deyer	NM	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	A	NM	A									
Natalia Dukas	NM	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	P	NM	A									
John Henke III	NM	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	P	NM	P									
Thomas Trapnell	NM	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	A	NM	NA									
Michael Willoughby	NM	p	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	P	NM	P									
Ava Wells (Student)	NM	NA	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	A	NM	A									
Grace Donati (Student)	NM	NA	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	A	NM	A									
<b>ALTERNATES</b>																								
Dulce Fuller	NM	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	A	NM	P									
Kevin Filthaut	NA	NA	NA	NM	NM	NM	NM	NM	NM	NM	NM	P	A	NM	P									
Present or Available	0	5	0	0	0	0	0	0	0	0	0	5	4	0	5	0	0	0	0	0	0	0	0	0

**KEY:**

- A** = Member absent
- P** = Member present or available
- CP** = Member available, but meeting canceled for lack of quorum
- CA** = Member not available and meeting was canceled for lack of quorum
- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items

  
 \_\_\_\_\_  
 Department Head Signature

Total Mtgs. Att.	Total Absent	Percent Attended Available
3	1	75%
2	2	50%
1	3	25%
1	3	25%
3	1	75%
1	2	33%
3	0	100%
0	3	0%
0	3	0%
2	2	50%
2	1	67%
0	0	#DIV/0!
0	0	#DIV/0!

W 10/17



CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee:

Historic District Commission

Year: 2017

MEMBER NAME	1/4	1/1	2/1	2/15	3/1	3/15	4/5	4/19	5/3	5/17	6/7	6/21	7/5	7/19	8/2	8/16	9/13	9/27	10/18	11/15	12/6	12/20	Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																									
Mark Coir	NM	NM	P	A	P	NM	NM	P	P	NM	NM	A	NM	P	NM	A	A	NM	*	*	*	*	5	3	63%
Doug Burley	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	P	P	NM	NM	2	0	100%
Keith W. Deyer	NM	NM	P	P	A	NM	NM	A	A	NM	NM	P	NM	P	NM	A	A	NM	A	P	NM	NM	5	5	50%
Natalia Dukas	NM	NM	P	P	P	NM	NM	P	P	NM	NM	P	NM	A	NM	A	A	NM	A	A	NM	NM	6	5	55%
John Henke III	NM	NM	P	P	P	NM	NM	P	A	NM	NM	P	NM	P	NM	P	P	NM	P	A	NM	NM	9	2	82%
Thomas Trapnell	NM	NM	P	P	A	NM	NM	P	P	NM	NM	A	NM	P	NM	P	P	NM	P	A	NM	NM	8	3	73%
Shelli Weisberg	NM	NM	A	A	P	NM	NM	P	P	NM	NM	P	NM	P	NM	P	A	NM	*	*	*	*	6	3	67%
Michael Willoughby	NM	NM	P	P	P	NM	NM	P	P	NM	NM	P	NM	P	NM	P	P	NM	P	P	NM	NM	11	0	100%
Josh Chapnick (student rep.)	NM	NM	P	P	P	NM	NM	P	P	NM	NM	A	NM	A	NM	A	A	NM	A	A	NM	NM	5	6	0.454545
Griffin Pfaff (student rep.)	NM	NM	P	P	P	NM	NM	P	P	NM	NM	A	NM	A	NM	A	A	NM	A	A	NM	NM	5	6	0.454545
ALTERNATES																									
Dulce Fuller	NM	NM	A	A	A	NM	NM	A	P	NM	NM	P	NM	P	NM	A	A	NM	A	P	NM	NM	4	7	36%
Adam Charles	NM	NM	A	P	A	NM	NM	P	A	NM	NM	A	NM	P	NM	P	P	NM	A	P	NM	NM	6	5	55%
Members in attendance			8	8	7			9	8			6		8		5			4	5					

KEY : A = Absent  
P = Present  
NM = No meeting  
\*\* = Not asked to attend  
\* = Not on board

M. Burley  
Department Head Signature

HISTORIC DISTRICT  
COMMISSION

2016

	J	F	M	A	M	J	J	A	S	O	N	D	%
John Henke	P	P	P	P/P	P	P	P	P	P	A	P		92%
Mark Coir	P	A	P	P/A	P	P	P	P	P	A	P		75%
Natalia Dukas	P	P	A	P/P	P	A	P	P	P	A	P		75%
Thomas Trapnell	P	P	P	P/A	P	P	P	P	P	P	P		92%
Shelli Weisberg	P	P	P	P/P	P	P	A	A	A	P	P		75%
Michael Willoughby	P	P	P	P/A	P	A	P	P	P	P	P		83%
Keith Deyer	P	A	P	P/P	P	A	P	A	A	P	A		58%
Patrick Rogers	*	*	*	*	*	*	*	*	*	*	*		20%
Zoe Bowers	*	*	*	*	*	*	*	*	*	*	*		20% Student
Loreal Dobson	**	A	P	A/A	A	A	A	A	A	A	A		8% Student

X = Meeting Cancelled

\* = Member Resigned

\*\* = Member Not Yet Appointed

2015

	J	F	M	A	M	J	J	A	S	O	N	D	%
John Henke	P/P	P	P	A	X	P	P	P	X	X	P	P	90%
Mark Coir	P/P	A	A	P	X	P	P	A	X	X	P	P	70%
Natalia Dukas	P/P	A	A	P	X	P	P	P	X	X	P	P	80%
Thomas Trapnell	*	*	*	*	X	*	A	P	X	X	P	P	75%
Shelli Weisberg	P/P	P	P	P	X	A	P	A	X	X	P	P	80%
Michael Willoughby	P/P	P	P	P	X	P	P	P	X	X	P	P	100%
Zoe Bowers	P/A	A	P	P	X	P	A	P	X	X	P	P	80%
Patrick Rogers	P/A	A	A	P	X	P	A	P	X	X	P	P	60% Student
Keith Deyer	A/P	P	P	P	X	P	A	P	X	X	A	A	60%
Darlene Gehringer	*												
Mitch Boorstein	P/*												100% Student
Cambria Rush	P/*												100% Student

2014

	J	F	M	A	M	J	J	A	S	O	N	D	%
John Henke	P/A				P	P	P	P	P	A		A	67%
Mark Coir	A/P				P	P	P	P	A	P		P	78%
Natalia Dukas	P/P				P	P	P	P	P	P		P	100%
Shelli Weisberg	A/P				P	P	P	P	P	P		A	78%
Michael Willoughby	A/P				P	A	P	P	P	P		P	78%
Keith Deyer	P/A				P	A	A	A	P	P		A	45%
Darlene Gehringer	P/P				P	P	A	P	P	P		P	89%
Caroline Stacey	A/A				*	*	*	*	*	*	*	*	0% Student
Mitch Boorstein	**				P	P	P	P	A	A		P	71% Student
Cambria Rush	**				P	A	A	P	A	A		A	29% Student





**OFFICE USE ONLY**  
Meets Requirements? ☒ Yes ☐ No  
Will Attend / Unable to Attend

## APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities).

(Please print clearly)

Board/Committee of Interest HISTORIC DISTRICT COMMISSION.  
Specific Category/Vacancy on Board Regular Member

Name JOHN W. HENKE III Phone 248 789-1640  
Residential Address 724 S. BATES ST. Email JWHENKE@AOL.COM.  
Residential City, Zip BIRMINGHAM 48009 Length of Residence 25 YRS.  
Business Address 29800 TELEGRAPH RD Occupation ATTORNEY  
Business City, Zip SOUTHFIELD 48034.

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.  
TO CONTINUE SERVING AS CHAIRPERSON OF HDC & DIZB.

List your related employment experience 14 YRS HDC / DIZB.  
MY LAW PRACTICE CONCENTRATES ON REAL ESTATE, CONSTRUCTION & BUSINESS MATTERS

List your related community activities 14 YRS HDC / DIZB, AD-HOC OLD WOODWARD, AD-HOC MASTER PLAN SELECTION.  
DAADS TRUSTEE & FORMER BOARD MEMBER.

List your related educational experience PART CRANBROOK ART ACADEMY & MUSEUM BOARD.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: NO.

Do you currently have a relative serving on the board/committee to which you have applied? NO.

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

Signature of Applicant [Signature] 3C1 Date 8/22/18.





## NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Thursday, September 6, 2018 the Birmingham City Commission intends to appoint one (1) alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 17, 2020.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Friday, August 24, 2018. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

### Duties of Board

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The board hears and decides appeals from and reviews any order, requirement, decision or determination made by the Building Official.

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

Applicant Name	Criteria/Qualifications
	Applicants shall be property owners of record and registered voters.
Richard M. Lilley 648 Cherry Ct.	Resident and registered voter.

*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.*

### SUGGESTED ACTION:

To appoint \_\_\_\_\_ to the Board of Zoning Appeals as an alternate member to serve the remainder of a three-year term to expire on February 17, 2020.



## BOARD OF ZONING APPEALS

Chapter 126 – Section 126-671 – Seven Members – Three Year Terms  
Requirements – Property owners of record and registered voter

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The board hears and decides appeals from and reviews any order, requirement, decision or determination made by the building official.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Canvasser</b> 369 Kimberly	<b>Jason</b>	(248) 231-9972  <i>jcanvasser@clarkhill.com</i>	7/9/2018  Regular member	10/10/2020
<b>Hart</b> 2051 Villa	<b>Kevin</b>	(248) 4967363  <i>khartassociates@aol.com</i>	2/27/2012  (served as an alternate 2/27/12 - 10/13/14)	10/10/2020
<b>Jones</b> 1701 Winthrop Lane	<b>Jeffery R.</b>	(248) 433-1127  <i>j_rjones@sbcglobal.net</i>	6/12/2006	10/10/2019
<b>Judd</b> 1592 Redding	<b>A. Randolph</b>	(248)396-5788 (248) 396-5788 <i>arjudd@comcast.net</i>	11/13/1995  Attorney	10/10/2020
<b>Lillie</b> 496 S. Glenhurst	<b>Charles</b>	(248) 642-6881  <i>lilliecc@sbcglobal.net</i>	1/9/1984  Attorney	10/10/2019
<b>Miller</b> 544 Brookside	<b>John</b>	(248) 703-9384  <i>feymiller@comcast.net</i>	1/23/2012  (Served as alternate 01/11/10-01/23/12)	10/10/2018

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Morganroth</b> 631 Ann	<b>Erik</b>	(248) 762-9822 <i>emorganroth@comcast.net</i>	10/12/2015	10/10/2018
<b>Rodriguez</b> 333 Pilgrim	<b>Francis</b>	248-631-7933 <i>francis@korolaw.com</i>	1/22/2018 Alternate	2/17/2020
<b>VACANT</b>			Alternate	2/17/2020

## APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities).

(Please print clearly)

Board/Committee of Interest BOARD OF ZONING APPEALS

Specific Category/Vacancy on Board ALTERNATE

Name RICHARD M. LILLEY

Phone 248-594-6737

Residential Address 648 CHERRY CT

Email DICKLILLEY@ICLOUD.COM

Residential City, Zip B-HAM 48009-1489

Length of Residence 58 YEARS

Business Address SAME

Occupation CONSULTANT

Business City, Zip \_\_\_\_\_

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied  
AS A LONGTIME RESIDENT, HAVING SOME INPUT ON THE DEVELOPMENT WITHIN THE CITY IS OF INTEREST - ALSO GIVING BACK TO THE COMMUNITY

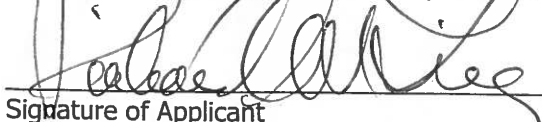
List your related employment experience \_\_\_\_\_

List your related community activities BOARD OF DIRECTORS - ALLEN HOUSE (BEFORE HISTORIC SOCIETY) BSD DREAM CRUISE VOLUNTEER COORDINATOR - 15 YRS CRANBROOK HOUSE & GARDENS VOLUNTEER - 6 YRS ON BOARD, MAPLE ROAD  
List your related educational experience WIDENING COMMISSION ~ 1995-6?

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: NO

Do you currently have a relative serving on the board/committee to which you have applied? NO

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

  
Signature of Applicant

3E1

8/22/18  
Date

**Richard M. Lilley**  
648 Cherry Court  
Birmingham, MI 48009-1489  
248.594.6737  
dicklilley@icloud.com

September 6, 2018

Addendum to application for Board of Zoning Appeals - alternate position

Family moved to Birmingham in the summer of 1960

Education:

- Midvale Elementary School
- Barnum Junior High School
- E.W. Seaholm High School – Class of 1967
- Walsh College – Business Degree – 1975

City of Birmingham volunteer experience:

- Maple Road Widening Commission
- Allen House Board of Directors – 5 years
- Birmingham Shopping District Dream Cruise Committee – 18 years
  - Volunteer scheduling
  - Car parking layout for about 300 vehicles
  - Dream Cruise volunteer – 1996 to present

Cranbrook House and Gardens Auxiliary & Cranbrook Educational Community volunteer experience:

- Chair – House and Gardens Auxiliary – 2013-2015
- Vice Chair – Finance – 2011-2013 & 2015-2017
- Gardens volunteer – 10+ years
- Cranbrook Board of Trustees Landscape Sub-committee – member 3 years

Additional volunteer programs/opportunities:

- 1996 U.S. Open – Oakland Hills Country Club
- 2004 Ryder Cup – Oakland Hills Country Club
- 2008 PGA Championship – Oakland Hills Country Club
- 2016 U.S Men's Amateur Championship – Oakland Hills Country Club
- 2018 Ryder Cup – Le Golf National – Paris, France (September 24-30, 2018)
- Porsche Club of America – Southeast Michigan Region – 13 years:
  - Newsletter Editor – 11 years
  - Board of Directors – 11 years
  - Club President – 2 years

For the past twenty-two years, Lilley Associates, Inc. has been a recognized leader in automotive consulting, specializing in the light vehicle wheel industry. Previously held positions in consulting and data management services as well as new vehicle sales.



## NOTICE OF INTENTION TO APPOINT TO THE PARKS AND RECREATION BOARD

At the regular meeting of Thursday, September 6, 2018, the Birmingham City Commission intends to appoint one regular member to the Parks and Recreation Board to serve the remainder of a three-year term to expire March 13, 2021.

Interested citizens may submit an application available at the City Clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's office on or before noon on Friday, August 24, 2018. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

### Responsibilities

The Parks & Recreation Board consists of seven members who serve for three-year terms without compensation. The goal of the board is to promote a recreation program and a park development program for the City of Birmingham. The Board shall recommend to the City Commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

The meetings are held the first Tuesday of the month at 6:30 P.M.

*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.*

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

<b>Applicant Name</b>	<b>Criteria/Qualifications</b>
	Members must be electors (registered voters) of the City of Birmingham.
John Rusche ( <i>currently serving as an alternate</i> ) 358 Henley Street	Registered voter
Shelby Leigh-Bupp Crockett 1874 South Bates St.	Registered voter

### SUGGESTED ACTION:

To appoint \_\_\_\_\_, to the Parks and Recreation Board as a regular member to serve the remainder of a three-year term to expire March 13, 2021

# PARKS AND RECREATION BOARD

## Article II, Section 78

Objectives: The Parks and Recreation Board shall promote a recreation program and a park development program for the City. The Board shall recommend to the city commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

Seven regular members, Three-year Terms, Appointed by the City Commission

Two alternate members, Three-year Terms, Appointed by the City Commission

Members must be electors of the City of Birmingham

Meetings held the first Tuesday of each month at 6:30 PM.

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
<b>Carmona</b> 887 Lakeview Ave.	<b>Heather</b>	(248) 867-1346  <i>htcarmona@sbcglobal.net</i>	3/12/2018 Registered Voter	3/13/2021
<b>Cousins</b> 937 Henley	<b>Cecilia</b>	(248) 520-5969  <i>cecilia.cousins@gmail.com</i>	2/26/2018 Student Representative	12/31/2018
<b>Kaplan</b> 635 Oak	<b>Ross</b>	(248) 645-6526  <i>rkaplan@neumannsmith.com</i>	10/22/2007 Registered Voter in Birmingham	3/13/2020
<b>Longe</b> 1253 Yosemite	<b>Therese</b>	(248) 258-6744 (313) 745-0138  <i>tmquattro@gmail.com</i>	3/29/2004 Registered Voter in Birmingham	3/13/2019

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Meehan</b> 656 Chester	<b>John</b>	(248) 644-5923  <i>john.meehan@att.net</i>	3/18/2002 Registered Voter in Birmingham	3/13/2020
<b>Noble</b> 1160 Lake Park Dr.	<b>Eleanor</b>	(248) 417-7777  <i>elliecnoble@hotmail.com</i>	7/10/2017 Alternate	3/13/2020
<b>Rusche</b> 358 Henley St.	<b>John</b>	(248) 731-7068  <i>jprusche@aol.com</i>	7/10/2017 Alternate	3/13/2020
<b>Sayers</b> 1264 South Eton	<b>Jakob</b>	(248) 804-2036  <i>xcrunner1042000@gmail.com</i>	2/26/2018 Student Representative	12/31/2018
<b>Stotland</b> 698 Hanna	<b>Lilly</b>	(248) 433-3148  <i>lstotland@vescooil.com</i>	12/7/2015 Registered Voter in Birmingham	3/13/2019
<b>VACANT</b>			Registered Voter	3/13/2021



Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Wiebrecht	William	(248) 703-6503	10/14/1991	3/13/2021
1714 Torry			Registered Voter in Birmingham	
		<i>whw989@wowway.com</i>		

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HDC**

Year: **2018**

Members Required for Quorum:  

MEMBER NAME	1/3	1/17	2/7	2/21	3/7	3/21	4/4	4/18	5/2	5/16	6/6	6/20	7/18	8/1	8/15	9/5	10/3	10/17	11/7	11/21	12/5	12/19	SPEC MTG	SPEC MTG
<b>REGULAR MEMBERS</b>																								
Adam Charles	NM	p	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	A	NM	P									
Doug Burley	NM	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	P	NM	A									
Keith W. Deyer	NM	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	A	NM	A									
Natalia Dukas	NM	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	P	NM	A									
John Henke III	NM	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	P	NM	P									
Thomas Trapnell	NM	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	A	NM	NA									
Michael Willoughby	NM	p	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	P	NM	P									
Ava Wells (Student)	NM	NA	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	A	NM	A									
Grace Donati (Student)	NM	NA	NM	NM	NM	NM	NM	NM	NM	NM	NM	A	A	NM	A									
<b>ALTERNATES</b>																								
Dulce Fuller	NM	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	P	A	NM	P									
Kevin Filthaut	NA	NA	NA	NM	NM	NM	NM	NM	NM	NM	NM	P	A	NM	P									
Present or Available	0	5	0	0	0	0	0	0	0	0	0	5	4	0	5	0	0	0	0	0	0	0	0	0

**KEY:**

- A** = Member absent
- P** = Member present or available
- CP** = Member available, but meeting canceled for lack of quorum
- CA** = Member not available and meeting was canceled for lack of quorum
- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items

  
 \_\_\_\_\_  
 Department Head Signature

Total Mtgs. Att.	Total Absent	Percent Attended Available
3	1	75%
2	2	50%
1	3	25%
1	3	25%
3	1	75%
1	2	33%
3	0	100%
0	3	0%
0	3	0%
2	2	50%
2	1	67%
0	0	#DIV/0!
0	0	#DIV/0!

# CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee:

Historic District Commission

Year: 2017

MEMBER NAME	1/4	1/1	2/1	2/15	3/1	3/15	4/5	4/19	5/3	5/17	6/7	6/21	7/5	7/19	8/2	8/16	9/13	9/27	10/18	11/15	12/6	12/20	Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																									
Mark Coir	NM	NM	P	A	P	NM	NM	P	P	NM	NM	A	NM	P	NM	A	A	NM	*	*	*	*	5	3	63%
Doug Burley	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	P	P	NM	NM	2	0	100%
Keith W. Deyer	NM	NM	P	P	A	NM	NM	A	A	NM	NM	P	NM	P	NM	A	A	NM	A	P	NM	NM	5	5	50%
Natalia Dukas	NM	NM	P	P	P	NM	NM	P	P	NM	NM	P	NM	A	NM	A	A	NM	A	A	NM	NM	6	5	55%
John Henke III	NM	NM	P	P	P	NM	NM	P	A	NM	NM	P	NM	P	NM	P	P	NM	P	A	NM	NM	9	2	82%
Thomas Trapnell	NM	NM	P	P	A	NM	NM	P	P	NM	NM	A	NM	P	NM	P	P	NM	P	A	NM	NM	8	3	73%
Shelli Weisberg	NM	NM	A	A	P	NM	NM	P	P	NM	NM	P	NM	P	NM	P	A	NM	*	*	*	*	6	3	67%
Michael Willoughby	NM	NM	P	P	P	NM	NM	P	P	NM	NM	P	NM	P	NM	P	P	NM	P	P	NM	NM	11	0	100%
Josh Chapnick (student rep.)	NM	NM	P	P	P	NM	NM	P	P	NM	NM	A	NM	A	NM	A	A	NM	A	A	NM	NM	5	6	0.454545
Griffin Pfaff (student rep.)	NM	NM	P	P	P	NM	NM	P	P	NM	NM	A	NM	A	NM	A	A	NM	A	A	NM	NM	5	6	0.454545
ALTERNATES																									
Dulce Fuller	NM	NM	A	A	A	NM	NM	A	P	NM	NM	P	NM	P	NM	A	A	NM	A	P	NM	NM	4	7	36%
Adam Charles	NM	NM	A	P	A	NM	NM	P	A	NM	NM	A	NM	P	NM	P	P	NM	A	P	NM	NM	6	5	55%
Members in attendance			8	8	7			9	8			6		8		5			4	5					

KEY : A = Absent  
P = Present  
NM = No meeting  
\*\* = Not asked to attend  
\* = Not on board

  
Department Head Signature

HISTORIC DISTRICT  
COMMISSION

2016

	J	F	M	A	M	J	J	A	S	O	N	D	%
John Henke	P	P	P	P/P	P	P	P	P	P	A	P		92%
Mark Coir	P	A	P	P/A	P	P	P	P	P	A	P		75%
Natalia Dukas	P	P	A	P/P	P	A	P	P	P	A	P		75%
Thomas Trapnell	P	P	P	P/A	P	P	P	P	P	P	P		92%
Shelli Weisberg	P	P	P	P/P	P	P	A	A	A	P	P		75%
Michael Willoughby	P	P	P	P/A	P	A	P	P	P	P	P		83%
Keith Deyer	P	A	P	P/P	P	A	P	A	A	P	A		58%
Patrick Rogers	*	*	*	*	*	*	*	*	*	*	*		20%
Zoe Bowers	*	*	*	*	*	*	*	*	*	*	*		20% Student
Loreal Dobson	**	A	P	A/A	A	A	A	A	A	A	A		8% Student

X = Meeting Cancelled

\* = Member Resigned

\*\* = Member Not Yet Appointed

2015

	J	F	M	A	M	J	J	A	S	O	N	D	%
John Henke	P/P	P	P	A	X	P	P	P	X	X	P	P	90%
Mark Coir	P/P	A	A	P	X	P	P	A	X	X	P	P	70%
Natalia Dukas	P/P	A	A	P	X	P	P	P	X	X	P	P	80%
Thomas Trapnell	*	*	*	*	X	*	A	P	X	X	P	P	75%
Shelli Weisberg	P/P	P	P	P	X	A	P	A	X	X	P	P	80%
Michael Willoughby	P/P	P	P	P	X	P	P	P	X	X	P	P	100%
Zoe Bowers	P/A	A	P	P	X	P	A	P	X	X	P	P	80%
Patrick Rogers	P/A	A	A	P	X	P	A	P	X	X	P	P	60% Student
Keith Deyer	A/P	P	P	P	X	P	A	P	X	X	A	A	60%
Darlene Gehringer	*												
Mitch Boorstein	P/*												100% Student
Cambria Rush	P/*												100% Student

2014

	J	F	M	A	M	J	J	A	S	O	N	D	%
John Henke	P/A				P	P	P	P	P	A		A	67%
Mark Coir	A/P				P	P	P	P	A	P		P	78%
Natalia Dukas	P/P				P	P	P	P	P	P		P	100%
Shelli Weisberg	A/P				P	P	P	P	P	P		A	78%
Michael Willoughby	A/P				P	A	P	P	P	P		P	78%
Keith Deyer	P/A				P	A	A	A	P	P		A	45%
Darlene Gehringer	P/P				P	P	A	P	P	P		P	89%
Caroline Stacey	A/A				*	*	*	*	*	*	*	*	0% Student
Mitch Boorstein	**				P	P	P	P	A	A		P	71% Student
Cambria Rush	**				P	A	A	P	A	A		A	29% Student





**OFFICE USE ONLY**  
Meets Requirements? Yes No  
Will Attend / Unable to Attend

## APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities).

(Please print clearly)

Board/Committee of Interest Parks & Recreation Board

Specific Category/Vacancy on Board Regular Member

Name John P. Rusche

Phone H: 248-731-7068 M: 248-219-8114

Residential Address 358 Henley Street

Email JPRusche@aol.com

Residential City, Zip Birmingham 48009

Length of Residence 10 years

Business Address 3155 W. Big Beaver, Suite 300

Occupation Consultant, Program Manager

Business City, Zip Troy 48084

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I completed the inaugural Citizens Academy in May 2016. Looking for a volunteer opportunity I began attending P&R Board meetings in March 2017, and have attended every meeting since then except for business travel in November 2017, 17 total. On July 10, 2017 I was appointed as an alternate to the P&R Board and I sat in place of a regular member six times. I participated in development of the 2018-2022 P&R Master Plan, and would like to assist in prioritizing and implementing aspects of it.

List your related employment experience Thirty-five years in training and consulting, focused primarily on standards-based process improvement for the auto industry and dealerships.

List your related community activities Completed Birmingham Citizens Academy, May 2016. Former board member Detroit Science Center. Former volunteer computer instructor at Mariners Inn a Detroit treatment center for homeless men. Current member Cranbrook House and Gardens Auxiliary and alternate to the Birmingham P&R Board.

List your related educational experience BA and MBA Wayne State University.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: No

Do you currently have a relative serving on the board/committee to which you have applied? No

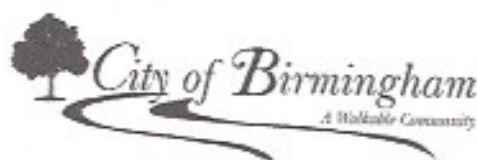
Are you an elector (registered voter) in the City of Birmingham? Yes

*John P. Rusche*

Signature of Applicant

3G1

August 16, 2018  
Date



OFFICE USE ONLY  
Meets Requirements? ☒ Yes ☐ No  
☒ Will Attend ☐ Unable to Attend

## APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities).

(Please print clearly)

Board/Committee of Interest PARKS & RECREATION COMMITTEE

Specific Category/Vacancy on Board GENERAL MEMBER

Name SHELBY LEIGH-BUYP CROCKETT

Phone 248 320 0700

Residential Address 1074 SOUTH BATES STREET

Email shelbybupp@mac.com

Residential City, Zip BIRMINGHAM 48009

Length of Residence 3 YRS, 1 MO

Business Address N/A

Occupation FUND RAISER, DAILEY METHOD INSTRUCTOR

Business City, Zip N/A

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied  
Family's use of various parks, rinks; possible implementation of universal design features at one or more city parks; experience in fund development.

List your related employment experience Former Commissioner: Ingham County Board of Commissioners (MI); Political & non profit fund development; community ~~advocacy~~ advocacy.

List your related community activities voter, parent of school aged children (BPs), use of parks, ice rinks, golf course & library.

List your related educational experience BA English, University of Michigan, Ann Arbor

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

My son's hockey team. The forms and dues remittance go to Andrew Harris.

Do you currently have a relative serving on the board/committee to which you have applied? NO

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

Signature of Applicant [Signature]

3G2

Date

8/16/18

**BIRMINGHAM CITY COMMISSION MINUTES**  
**AUGUST 27, 2018**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

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

Mayor Andrew M. Harris called the meeting to order at 7:30 PM.

**II. ROLL CALL**

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

Administration: City Manager Valentine, City Attorney Currier, Deputy City Clerk Arft, Police Chief Clemence, City Planner Ecker, DPS Supervisor Filipski, Assistant City Manager Gunter, DPS Director Wood.

**08-232-18 AMENDMENT TO AGENDA – UNFINISHED BUSINESS ITEM B – NELSON NYGAARD CONTRACT AMENDMENT**

To amend the August 27, 2018 Agenda in include Unfinished Business Item B – Resolution amending a contract with Nelson Nygaard.

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

**08-233-18 ANNOUNCEMENTS:**

- Friday, August 31<sup>st</sup> is the last day to pay July 2018 Property Taxes without penalty.
- City Offices will be closed on Monday, September 3<sup>rd</sup> in observance of Labor Day.

**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.

**08-234-18 APPROVAL OF CONSENT AGENDA**

- Commissioner Hoff: Abstained from Item C because the August 22, 2018 Automated Clearing House payments included a payment to Commissioner Hoff for her services at the August 7, 2018 election under Election Worker payment #260571.

The following items were removed from the Consent Agenda:



- Commissioner Hoff: Item E, Resolution approving the purchase of holiday lights from Wintergreen Corporation for a total cost not to exceed \$23,250.00. Funds are available from the General Fund-Community Activities Operating Supplies account #101-441.004-729.0000 for this purchase.
  - Mayor Pro Tem Bordman: Item A, Resolution approving the City Commission meeting minutes of August 13, 2018.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated August 15, 2018 in the amount of \$8,708,005.82.
  - C. Resolution approving the warrant list, including Automated Clearing House payments, dated August 22, 2018 in the amount of \$1,084,471.13.
  - D. Resolution approving the purchase of one (1) Talon leaf claw from Henke Manufacturing Corporation in the amount of \$12,160.00 from account 641-441.006-971.0100.
  - F. Resolution approving the purchase of a new 2019 Ford Escape from Gorno Ford through the State of Michigan extendable purchasing contract #2WDU-0040A in the amount of \$20,539.00 from account #101-371.000-971.0100.
  - G. Resolution approving the purchase of one (1) new 2019 Ford Taurus Police Interceptor from Gorno Ford through the State of Michigan Mi-Deal extendable purchasing contract #071B7700181 in the amount of \$30,196.00 from account #641-441.006.971.0100.
  - H. Resolution confirming the City Manager's authorization for the emergency expenditure regarding the repair to city vehicle #91 by Ed Rinke Chevrolet in the amount of \$7,231.18 from the Auto Equipment Fund account #641-441.006-933.0200, pursuant to Sec. 2-286 of the City Code.
  - I. Resolution approving the contract for 2018-19 pavement marking handwork with Hart Pavement Striping Corporation in the amount of \$87,690.00 for combined fall 2018 and spring 2019 paintings; further authorizing and directing the mayor and city clerk to sign the contract on behalf of the city; further authorizing this budgeted expenditure from account number 202-303-001-937.0200.
  - J. Resolution accepting the resignation of Thomas Trapnell from the Design Review Board and the Historic District Commission as a Regular Member, thanking him for his service, and directing the City Clerk to begin the process of filling the vacancy.
  - K. Resolution authorizing the City's compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City's option to exempt itself from the requirements of the Act; and further, directing the City Engineer and Finance Director to sign and submit the required form to the Michigan Department of Transportation.
  - L. Resolution setting Monday, September 17, 2018 for a public hearing to consider approval of the following ordinance amendments to Chapter 126, Zoning of the Birmingham City Code:
    1. Section 3.04, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
    2. Section 5.06, O1 – Office District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
    3. Section 5.07, O2 – Office District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;

4. Section 5.08, P – Parking District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
  5. Section 5.10, B2 – General Business District, B2B – General Business District, B2C –General Business District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
  6. Section 5.11, B3 – Office-Residential District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
  7. Section 5.12, B4 – Business-Residential District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
  8. Section 5.13, MX – Mixed Use District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit; and
  9. Section 9.02, Definitions: Bistro.
- M. Resolution approving the Program Year 2018 High Intensity Drug Trafficking Area (HIDTA) Sub recipient agreement between the County of Oakland and the City of Birmingham. Further, authorizing the Mayor and the City Manager to sign the agreement on behalf of the City.
- N. Resolution authorizing the expenditure to replace the elevator door in the Chester parking garage to Kone Inc. in the amount of \$27,583.00 to be paid from the Parking Fund account #585-538.008-930.0200.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Nickita:  
To approve the Consent Agenda with items A and E removed, and noting Commissioner Hoff's abstention from Item C.

ROLL CALL: Present, Mayor Harris  
Mayor Pro Tem Bordman  
Commissioner Boutros  
Commissioner DeWeese  
Commissioner Hoff  
Commissioner Nickita  
Commissioner Sherman

Absent, none

#### **08-235-18 PURCHASE OF HOLIDAY LIGHTS (ITEM E)**

DPS Director Wood said:

- The City may order a modest amount of lights from Xpress Holiday Lighting in the future, and contract their decorating services in a location for a trial period.
- This potential trial is unrelated to the current purchase of holiday lights before the Commission.
- While the City may not move forward with a trial period, if the trial period occurs it would likely be after the 2018 holiday season and the location is to be determined.

**MOTION:** Motion by Commissioner Hoff, seconded by Mayor Pro Tem Bordman:  
To approve the purchase of holiday lights from Wintergreen Corporation for a total cost not to exceed \$23,250.00. Funds are available from the General Fund-Community Activities operating Supplies account #101-441.004-729.0000 for this purchase.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

**08-236-18                      APPROVAL OF CITY COMMISSION MEETING MINUTES OF AUGUST 13, 2018 (ITEM A)**

Mayor Pro Tem Bordman noted she initiated the motion to nominate City Manager Valentine as a voting delegate to the Michigan Municipal League, but not the motion to nominate herself. She asked the minutes be corrected accordingly.

**MOTION:**     Motion by Mayor Pro Tem Bordman, seconded by Commissioner DeWeese:  
To approve the City Commission meeting minutes of August 13, 2018.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

<b>V.           UNFINISHED BUSINESS</b>
-----------------------------------------

**08-237-18                      DOWNTOWN RETAIL REVIEW RFP**

Planning Director Ecker noted:

- The updates and changes made to the RFP based on the Commission's feedback from the August 13, 2018 meeting.
- Part one includes the original written directives, and part five clarifies the goals of those original directives.
- There are only five walkable communities in metro Detroit and Birmingham is the most developed in this respect, meaning that comparison to other local communities does not leave much room for growth. In contrast, Washington D.C. has 35 walkable areas, for instance, some of which might better speak to some of Birmingham's retail goals.

Mayor Pro Tem Bordman recommended modifying:

- 1a to state "to evaluate the current geographic boundary of the retail district to determine if modification is needed, and to also consider whether a priority level hierarchy consisting of the downtown core and other areas within the current redline retail boundary is advisable."
- 3 to end with "compared to similar local and regional cities with similar demographics, inadequate mass transit, and walkable downtowns," in order to prevent comparing Birmingham to significantly larger metropolitan areas like Chicago or New York.
- 4 to state "the city would also like to see projections for how main street retail might change in relation to online retailing and as malls and big box stores lose favor, and walkable urban markets increase in favor."

Commissioner Nickita recommended modifying Mayor Pro Tem Bordman's above suggestion to "compared to similar local, regional, and national cities" in order to include a broader range of cities for comparison.

Commissioner Sherman said he would only maintain the changes suggested for 1a, as point 3 added nothing, and point 4 is based on assumptions. He added that the Commission should not be wordsmithing RFPs during their meetings.

Commissioner Nickita:

- Supported Mayor Pro Tem Bordman's modifications due to the RFP's previous clarity issues.
- Supported Commissioner Sherman's recommendation that if 4 is changed, it be incorporated as a point-of-reference instead of as an assumed conclusion.
- Recommended changing the beginning of 1c to "To recommend ordinance language to address the prohibition of desks," have it continue as-is, and end at "retail district." Where this verbiage appears in 7, he recommended making the same changes.
- Recommended also evaluating the size of leasable spaces as part of 3.
- Recommended changing "determine the demand for" to "determine the current retail environment" in the second line of 3.
- Recommended adding "pedestrian-oriented" in front of "uses" in the fourth line of 5.
- Recommended changing the title of 7 to "Provide final analysis, including potential options for retail-tiers and pedestrian-oriented uses within each tier."
- Recommended changing, six lines from the bottom of the page, the language to "final analysis should include the potential boundaries".
- Said overall that this version of the RFP is considerably better than what was presented at the August 13, 2018 meeting.

Commissioner DeWeese commended staff on their updates to the RFP.

City Manager Valentine confirmed that staff could either make the above changes and issue the RFP or could make the above changes and bring it back before the Commission for a final look.

Commissioner Hoff questioned whether the RFP is too restrictive to yield creative expert responses.

Commissioner Nickita stated that the RFP seeks specific feedback on how to strengthen the redline retail district, without curtailing a consultants' ability to be creative in their recommendations.

Planning Director Ecker said:

- The RFP is direct, focused and clear.
  - 4 can be modified to read "the City would also like to see projections of how demand for main street retail may change in relation to current trends with regards to malls, big box stores, online retailing, walkable urban retail, and other similar trends."

**MOTION:** Motion by Commissioner DeWeese, seconded by Commissioner Boutros:  
To approve the downtown retail review RFP, with suggested modifications made tonight, and to direct staff to issue the modified RFP.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

## **08-238-18 AMENDMENT TO NELSON/NYGAARD CONTRACT**

Assistant City Manager Gunter gave a brief overview of Planning Director Ecker's August 27, 2018 memo to City Manager Valentine on the issue.

Mayor Pro Tem Bordman said that Birmingham's aging population should be included as an element in paragraphs two and three of the Scope of Work. The last sentence of paragraph two

should be amended to read, "...the changes in parking demand caused by the increase in the number of office workers per sq. ft. of space, the effect of an aging population on parking needs, and identify any unintended consequences..." with the rest of the sentence remaining as-is.

Mayor Harris suggested providing the consultants with the latest census data to render a clearer demographic picture of Birmingham, specifically in regards to Mayor Pro Tem Bordman's point about age.

Assistant City Manager Gunter confirmed Nelson-Nygaard has access to all of Birmingham's parking reports.

**MOTION:** Motion by Commissioner DeWeese, seconded by Mayor Pro Tem Bordman:  
To amend the existing Nelson-Nygaard contract for Parking Master Plan services dated February 12, 2018, with suggested modifications made tonight, and to include additional scope to evaluate parking requirements as identified in the zoning code for both private developments and mixed use zone districts located within the Downtown Overlay, the Triangle District, and the Rail District. The work will be performed at a cost not to exceed \$17,640 to be paid using account #585-538.001-811.0000.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

## **VI. NEW BUSINESS**

### **08-239-18 BATES ST. EXTENSION AND N. OLD WOODWARD PROJECT**

City Attorney Currier reviewed the August 24, 2018 memo and attendant information provided to City Manager Valentine regarding the Bates St. Extension and N. Old Woodward project.

City Manager Valentine explained that the City's development consultant for this project, Jones Lang LaSalle, Inc., is waiting on an environmental study in order to assess whether there are any issues with the property moving forward. The site survey, title search and appraisal would be performed after the environmental study concludes.

**MOTION:** Motion by Commissioner Boutros, seconded by Mayor Pro Tem Bordman:  
To approve the expenditure of \$40,000 to conduct an environmental study, surveys, title search and appraisals of the North Old Woodward parking deck and Parking lot 5, with said authority to be limited for one (1) year only from the date of the resolution and expiring one (1) year from the date thereof, and further to charge the automobile parking fund #585-538.001-811.0000 for these services.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

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

Items were addressed earlier in the meeting.

## **VIII. COMMUNICATIONS**

<b>IX. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA</b>
-------------------------------------------------------------

<b>X. REPORTS</b>
-------------------

- A. Commissioner Reports
- B. Commissioner Comments

Mayor Pro Tem Bordman commended City Clerk Mynsberge on the cover sheet that explained which agenda packet items to conserve for future meetings.

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

<b>XI. ADJOURN</b>
--------------------

The meeting adjourned at 8:30 p.m.

**City of Birmingham**  
**Warrant List Dated 08/29/2018**

Meeting of 09/06/2018

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
260706	*	000855	48TH DISTRICT COURT	100.00
260707	*	007037	ACME PARTYWORKS	882.00
260708	*	007266	AETNA BEHAVIORAL HEALTH LLC	469.43
260709		001206	AMERICAN MIDWEST PAINTING INC	985.00
260710		000282	APOLLO FIRE EQUIPMENT	35.12
260711		008667	APOLLO FIRE-APPARATUS REPAIR	12.00
260712	*	006759	AT&T	195.28
260713	*	006759	AT&T	244.83
260715	*	007216	AT&T	95.23
260716	*	004027	AUTOMATED BENEFIT SVCS INC	8,374.00
260717	*	001086	CITY OF BIRMINGHAM	173.00
260718		003907	CADILLAC ASPHALT, LLC	1,553.69
260719		000605	CINTAS CORPORATION	59.66
260720	*	004026	COFINITY	1,449.00
260721	*	007625	COMCAST	176.08
260722		000979	COMERICA BANK	2,118.99
260723	*	000627	CONSUMERS ENERGY	42.86
260724		008512	COOL THREADS EMBROIDERY	2,029.88
260725	*	MISC	CORELOGIC	82,826.34
260726		000956	DELTA TEMP INC	7,643.68
260727		000177	DELWOOD SUPPLY	6,375.61
260728	*	006907	DENTEMAX, LLC	141.30
260729		008641	DINGES FIRE COMPANY	253.16
260731	*	001077	DUNCAN PARKING TECH INC	6,296.40
260732	*	007399	EL CENTRAL HISPANIC NEWS	80.00
260733		004671	ELDER FORD	534.70
260734		008504	ELECTIONSOURCE	2,030.00
260735	*	MISC	ETHAN D DAVIDSON REV TRUST	3,703.30
260736	*	004514	FEDEX OFFICE	7.18
260737	*	008447	AARON FILIPSKI	1,500.00
260738		MISC	FORTE PAYMENT SYSTEMS, INC.	348.95
260739	*	002510	GAMCO INVESTORS INC	25,182.00
260740		000592	GAYLORD BROS., INC	18.00
260741	*	004604	GORDON FOOD	480.06
260742		008818	GREAT DANE HEATING & COOLING	3,495.00
260743		006153	HARRY'S ARMY SURPLUS	140.00
260744		000342	IBS OF SE MICHIGAN	239.90
260745		000340	INDUSTRIAL BROOM SERVICE, LLC	314.60
260746		002407	J & B MEDICAL SUPPLY	713.14
260747		003823	JAY'S SEPTIC TANK SERVICE	165.00
260748		MISC	JEFFREY SADOWSKI	147.00
260749		MISC	KATHERINE SCHAFER	139.50

**City of Birmingham**  
**Warrant List Dated 08/29/2018**

Meeting of 09/06/2018

Check Number	Early Release	Vendor #	Vendor	Amount
260750	*	003201	TERESA KLOBUCAR	175.00
260751	*	005327	L3 TECHNOLOGIES, INC.	290.00
260752	*	005550	LEE & ASSOCIATES CO., INC.	614.82
260753	*	MISC	LERETA	10,755.83
260754		006632	MAX R	514.72
260755	*	001505	MEADOWBROOK INSURANCE GROUP	6,725.03
260756	*	007051	STATE OF MICHIGAN	1,950.00
260757		006461	MID AMERICA RINK SERVICES	3,413.17
260758		000230	MIKE SAVOIE CHEVROLET INC	30.67
260760		001194	NELSON BROTHERS SEWER	155.00
260761		007755	NETWORK SERVICES COMPANY	467.72
260762		008687	NORTH BREATHING AIR, LLC	445.00
260763		004110	OAKLAND COMMUNITY COLLEGE	195.00
260764	*	004370	OCCUPATIONAL HEALTH CENTERS	704.50
260765	*	000481	OFFICE DEPOT INC	1,897.74
260766		008343	ORKIN PEST CONTROL	1,287.00
260767		005310	POINTE ENVIRONMENTAL SERVICES INC.	740.00
260768		001062	QUALITY COACH COLLISION LLC	3,720.00
260769		004137	R & R FIRE TRUCK REPAIR INC	1,446.26
260770	*	005344	RESERVE ACCOUNT	8,000.00
260771		MISC	RICHARD HALL SMITH	210.01
260772		000218	ROYAL OAK P.D.Q. LLC	31.22
260773		002556	CITY OF ROYAL OAK	180,925.25
260774		002051	SEAWAY PAINTING LLC	245.00
260776		007142	SHERWIN-WILLIAMS COMPANY	204.77
260777	*	008073	SITEONE LANDSCAPE SUPPLY, INC	277.70
260778	*	007907	SP+ CORPORATION	4,220.00
260779		005364	STATE OF MICHIGAN-MDOT	18,188.54
260780	*	008507	SUPERFLEET MASTERCARD PROGRAM	342.53
260781	*	MISC	T-MOBILE	2,884.49
260782		MISC	THE PRINT STOP	216.00
260783	*	008411	VARIPRO	790.50
260784	*	000158	VERIZON WIRELESS	842.11
260785	*	MISC	WELLS FARGO BANK	7,294.61
260786		MISC	YALDO, SCOTT	101.25
260787	*	MISC	YOKO SUZUKI	969.11
SUBTOTAL PAPER CHECK				\$423,041.42
<u>ACH TRANSACTION</u>				
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	18,807.90
		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	4,263,349.49
		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	6,901,458.26
		002284	ABEL ELECTRONICS INC	5,736.17
		008555	ABELL PEST CONTROL INC	40.00



**City of Birmingham**  
**Warrant List Dated 08/29/2018**

Meeting of 09/06/2018

Check Number	Early Release	Vendor #	Vendor	Amount
		000518	BELL EQUIPMENT COMPANY	20.26
		007345	BEVERLY HILLS ACE	60.38
		007624	BIRMINGHAM OIL CHANGE CENTER, LLC	39.96
	*	008378	THE HUNTINGTON NATIONAL BANK	2,264,550.00
		000186	JACK DOHENY COMPANIES INC	72.14
		005876	KROPF MECHANICAL SERVICE COMPANY	630.00
		003404	LADUKE ROOF.& SHT.METAL CORP	180.00
		006359	NYE UNIFORM COMPANY	892.14
	*	006027	PENCHURA, LLC	5,827.00
		006497	RNA OF ANN ARBOR INC	2,210.00
		001181	ROSE PEST SOLUTIONS	232.00
	*	000254	SOCRRA	150.00
	*	000969	VIGILANTE SECURITY INC	44,190.00
SUBTOTAL ACH TRANSACTION				\$13,508,445.70
GRAND TOTAL				\$13,931,487.12

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.



cheryl arft &lt;carft@bhamgov.org&gt;

---

**Re: Birmingham Area Cable Board**

1 message

**Joe Valentine** <jvalentine@bhamgov.org>

Tue, Aug 28, 2018 at 8:30 AM

To: "Heldt, Jeffrey A." &lt;jheldt@kotzsangster.com&gt;

Cc: "Elaine McLain (ekmclain@gmail.com)" &lt;ekmclain@gmail.com&gt;, "execdir@birminghamareacableboard.org" &lt;execdir@birminghamareacableboard.org&gt;, Cherilynn Mynsberge &lt;cmynsberge@bhamgov.org&gt;, cheryl arft &lt;carft@bhamgov.org&gt;

Jeff,

Thank you for your note and your service on the Cable Board for over a decade. We are collectively better given your service to the City. Many thanks!

Best Regards,  
Joe

On Tue, Aug 28, 2018 at 8:14 AM, Heldt, Jeffrey A. <jheldt@kotzsangster.com> wrote:

As best as I can tell I have served on the Cable Board for 11+ years (I think my current term expires next March?)

I've been talking about resigning for over a year – but it has been hard to part ways with some dear friends and colleagues.

But it is time. I hereby resign my position on the BACB effective September 15, 2018. I use this date in case Cathy needs a check signed (or anything else, Treasurer-related) before a new Treasurer can be elected.

I have some significant institutional history – especially electronic documentation. It will be preserved and remain available to Elaine and Cathy, as necessary. Just ask.

Jeffrey A. Heldt

KOTZ SANGSTER WYSOCKI P.C.

36700 Woodward, Suite 300

Bloomfield Hills, MI 48304

Direct 248 646 1055

NOTICE: The information contained in this email message is confidential, intended solely for the use of the individual or entity named as addressee and is protected by law from discovery. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, copying or unauthorized use of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone and return this message to the sender at the above address via the United States Postal Service. Thank you.

**4C**--  
**Joseph A. Valentine**

8/30/2018

City of Birmingham MI Mail - Re: Birmingham Area Cable Board

City Manager  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48009  
(248) 530-1809 Office Direct  
(248) 530-1109 Fax  
[jvalentine@bhamgov.org](mailto:jvalentine@bhamgov.org)  
Twitter: @JoeValentine151

To get the latest information regarding the City of Birmingham, please sign up for our communication tools by clicking here [www.bit.ly/bhamnews](http://www.bit.ly/bhamnews).

**SUGGESTED RESOLUTION:**

To accept the resignation of Jeffrey Heldt from the Cablecasting Board as a Regular Member, to thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.



## MEMORANDUM

Office of City Manager

**DATE:** September 4, 2018

**TO:** City Commission

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

**SUBJECT:** Agreement for Library Renovation Construction Drawings

---

Attached you will find a report from Library Director, Doug Koschik, outlining the selection process and recommended approval of the Library Board to proceed with the selection of Luckenbach Ziegelman Gardner for architectural services for the proposed renovation of the Youth Services section of the Baldwin Public Library. Mr. Koschik will be present at the September 6th City Commission meeting to present the Library Board's recommendation for approval and answer any questions.

### SUGGESTED RESOLUTION:

To approve the agreement with Luckenbach Ziegelman Gardner for architectural services for the proposed renovation of the Youth Services section of the Baldwin Public Library, with funds to be paid by the Library (acct. #271-790.000-901.0600), and further directing the Mayor and City Clerk to sign the agreement on behalf of the City.

To: Joe Valentine, Birmingham City Manager

From: Doug Koschik, Baldwin Library Director

Date: August 29, 2018

Subject: Approval of Luckenbach Ziegelman Gardner Architects for remainder of the proposed project to expand and renovate the Baldwin Public Library Youth Room

### **Overview**

At its August 27, 2018 meeting, the Baldwin Public Library Board of Directors unanimously approved the following resolution:

**To accept the proposal of Luckenbach Ziegelman Gardner for architectural services for the proposed expansion and renovation of the Baldwin Public Library Youth Room in an amount not to exceed \$161,648, as recommended by the City/Library review panel, and further to recommend that the Birmingham City Commission approve the agreement with Luckenbach Ziegelman Gardner at its September 6, 2018 meeting.**

The Library requests that the Birmingham City Commission, at its September 6 meeting, also approve the agreement with Luckenbach Ziegelman Gardner Architects. The agreement is for the four remaining stages (design development, construction drawings, bidding assistance, and construction administration) of the proposed project to expand and renovate the Youth Room in the Baldwin Public Library.

### **History**

Several years ago, the Baldwin Public Library developed a three-phase plan to upgrade its building. Phase 1 (Adult Services) was finished in June 2017. It was a great success in terms of aesthetics and functionality, and was completed on time and under budget. Phase 2 (Youth Services) is the subject of this memo. Phase 3 (Circulation, Front Entrance, Outdoor Plaza) is a project we hope to accomplish at a future date.

In October 2017, after a normal bid process, the Library Board selected Luckenbach Ziegelman Gardner Architects (LZG) to develop a conceptual/schematic design for Phase 2 and to estimate its costs. At the January 27, 2018 long-range planning session, I presented the design and costs to the City Commission. A copy of my presentation follows this memo.

In May 2018 the City Commission approved the Library's request for an extra millage rate of 0.2983 mills for fiscal year 2018-19 in order to begin pre-funding the project. Following that, the Library and City jointly developed a request for proposals (RFP) for architectural services for the design development, construction documents, bidding assistance, and construction administration stages of the project.

## **Recommendation**

On June 26, 2018, on the Michigan Inter-governmental Trade Network (MITN), the Baldwin Public Library issued that RFP, a copy of which follows this memo. On the submittal deadline—July 30, 2018—the Baldwin Library received two bids in response to the RFP. One was from Daniels and Zermack Architects (DZA); the other was from Luckenbach Ziegelman Gardner Architects (LZG).

A Youth Room Bids Evaluation Team was set up to evaluate the two bids. The Evaluation Team consisted of Bruce Johnson, the City of Birmingham’s Building Official; Mike Morad, the City’s Assistant Building Official; Doug Koschik, Library Director; Rebekah Craft, Associate Library Director; and the three members of the Library’s Building Committee—Frank Pisano, Jim Suhay, and Dave Underdown.

Associate Library Director Rebekah Craft developed a bid evaluation spreadsheet, based on the RFP. The Evaluation Team accepted it, and each member evaluated the two bids based on that document. The Team determined that both firms were qualified to carry out the project. However, after reviewing each proposal, the Team decided to meet with each proposer to clarify a few points prior to making a decision.

The Evaluation Team then developed a list of follow-up questions for both firms and interviewed the firms in person. This led to clarifications and revised cost proposals from both.

As a result of these clarifications, the bids from the two firms ended up as follows. LZG’s bid was \$10,672 lower than DZA’s.

<b>Vendor</b>	<b>Bid Amount</b>
Daniels and Zermack Architects	\$172,320
Luckenbach Ziegelman Gardner Architects	\$161,648

The RFP for this project stated: “The contract will be awarded by the Client to the most responsive and responsible bidder with the lowest price.” Since the Team determined that both DZA and LZG are “responsive and responsible” architectural firms and since LZG’s bid was \$10,672 lower than DZA’s, the Team recommended that Luckenbach Ziegelman Gardner Architects be awarded the contract.

A copy of LZG’s bid proposal follows this memo.

I wish to note that LZG’s bid price fits within the budget of the project.

## **Next Stages**

The RFP calls for construction drawings to be completed by December 20, 2018. Following a review by City staff, the drawings would be incorporated into an RFP for construction services, which the City and Library would jointly develop, and which we hope can be issued early in 2019, following approval by the Library Board and the City Commission. After selection of the construction contractor, the project would begin in summer 2019, with completion set for spring 2020.

# Baldwin Public Library

## Phase 2 of Long-Range Building Vision: Proposed Youth Room Expansion & Renovation

---

Presentation to Birmingham City Commission's  
Long-Range Planning Session

January 27, 2018

### PHASE ONE: Renovate Adult Services

---

- On time
- Under budget
- Widely praised





## PHASE TWO: Expand & Renovate Youth Services

---

Library presented three-phase long-range building vision to Commission in 2016.

Phase 2 is Youth Room expansion & renovation.

### PROGRESS:

- 1) Hired Luckenbach Ziegelman Gardner to do conceptual/schematic design and update cost estimates
- 2) To ensure reliable designs, commissioned:
  - As-built drawings
  - Soil borings
  - Drilling through drywall
  - HVAC analysis
- 3) Gathered input from staff and public:
  - Flip charts at library
  - Community forum
  - Survey

## PHASE TWO: Expand & Renovate Youth Services

---

### WHAT WE HEARD:

***92% of those surveyed saw the need for a renovation of the Youth room, and 88% expressed support for an expansion.***

Youth Room priorities based on community input:

- Easy-to-browse book shelving
- Larger play area
- Comfortable seating
- Expanded story room
- Better lighting & more windows
- More coat racks & stroller storage
- Computers & iPads
- More study tables







## PHASE TWO: Details

---

- Renovate existing space
- Widen hallway leading Youth Room
  - Display cases
  - Large aquarium
  - Room for strollers & backpacks

## PHASE TWO: Details

---

- Make space ADA-compliant:
  - Shelves
  - Furniture
  - Public restrooms (add capacity also)
- Reuse existing shelving, wherever possible
- Buy new furniture & fixtures, carrying forward design features from Adult Services renovation

## PHASE TWO: Details

---

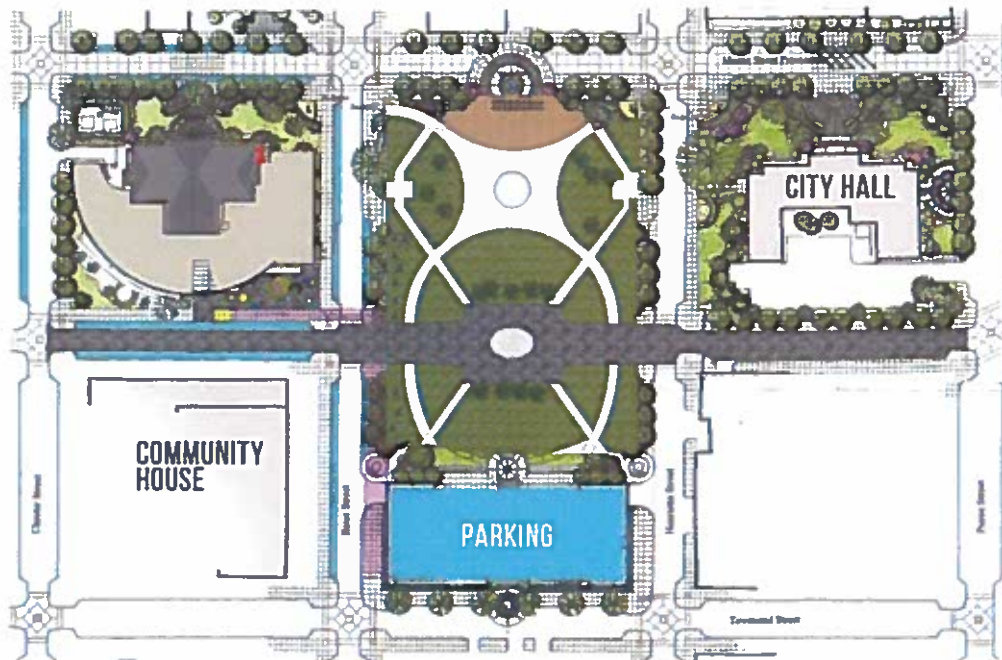
- Honor 1927 building by exposing original brick
- Add youth terrace on north side of building
- Landscape exterior of building to improve connection to Shain Park



## PHASE TWO: Details

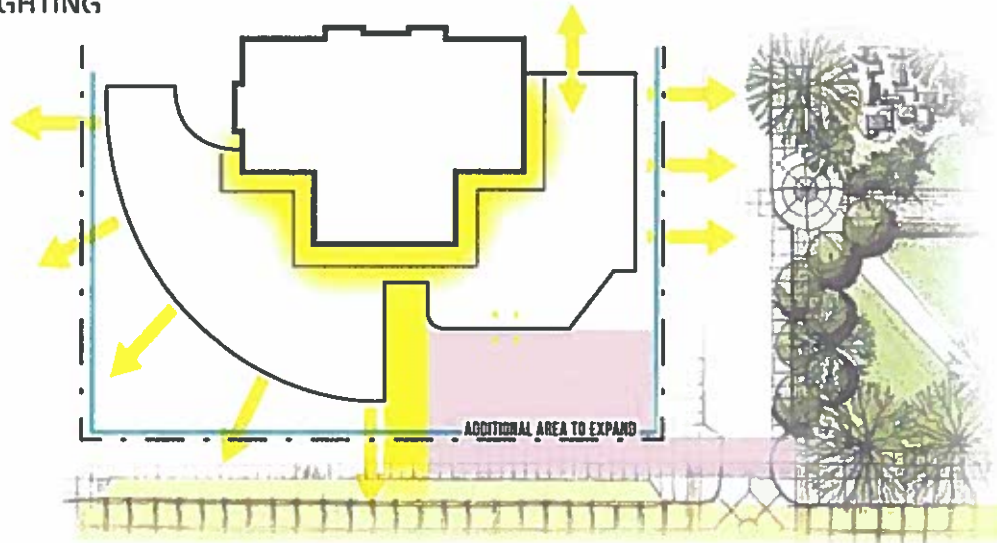
---

- Expand 40% toward north, east & southeast:  
2,000 square feet
- Increase:
  - Play area – 130%
  - Story room – 160%
  - Seating – 50%
- Clad in heat-and glare-reducing glass from floor to ceiling



Lockenbach | Ziegelman | Gardner Architects

## SUNLIGHTING



Luckenbach | Ziegelman | Gardner Architects

## PHASE TWO: Aerial View



LZG | Swanson Interior Architects



## PHASE TWO: Exterior from East

---



## PHASE TWO: Exterior from North

---



## PHASE TWO: Widened Hallway

---



## PHASE TWO: Play Area & Story Room

---



## PHASE TWO: Play Area & Youth Office

---



## PHASE TWO: Picture Book Shelves

---





## PHASE TWO: Computer Area, Exposed Brick



## PHASE TWO: Exterior from South



## PHASE TWO: Cost Estimates

---

	<u>In 2018 Dollars</u>	<u>In 2019 Dollars</u>
Construction costs—5,500 sf renovation	\$ 630,000	
Construction costs—2,026 sf expansion	810,000	
Furniture, fixtures, and equipment	400,000	
Architectural and engineering fees	190,000	
Landscaping, incl. terrace and seating	95,000	
Owner's contingency (5%)	<u>112,000</u>	
<b>Total in 2018 dollars</b>	<b>\$2,236,000</b>	
<b>Total in 2019 dollars, factoring in 5% cost increase</b>		<b>\$2,348,000</b>
Library contribution from fundraising, Trust funds, etc.		<u>-380,000</u>
<b>Contribution from additional Library millage up to the Headlee cap</b>		<b>\$1,968,000</b>
(Additional millage is for three-year period, declining each year.)		

## PHASE TWO: Next Steps If Project Proceeds

---

- Commission approves FY 2018-19 budget
- Library, in conjunction with City, issues RFP for design development, construction drawings, bid assistance & construction administration
- Library Board & City Commission approve architect
- Library Board & City Commission approve design
- City issues RFP for construction
- City Commission approves contractor
- Construction begins summer 2019, ends spring 2020

## PHASE THREE: Circulation, Entrance, Plaza

---

- Last of three phases
- Renovate lobby & Circulation area
- Upgrade entrance
  - Enclose with glass
  - Install street-level doors
  - Re-do stairs
  - Install elevator
  - Put in café
  - Install skylight
- Upgrade plaza, make more people-friendly
- Integrate Library into Shain Park
- Enliven west end of civic campus
- Follow Duany's advice

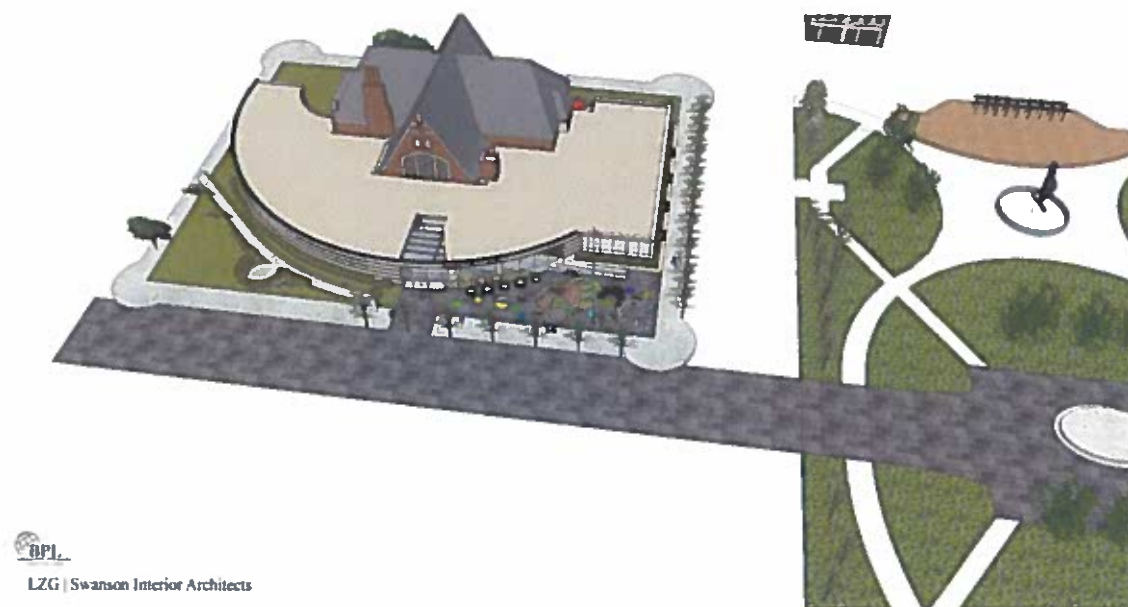
## PHASE THREE: Exterior from South

---



## PHASE THREE: Aerial View

---



## PHASE TWO: Goals

---

- Strengthen Birmingham's civic center
- Increase value Baldwin delivers to residents
- Respond to public input
- Balance community needs, given limited resources
- Ensure Birmingham remains competitive against other communities with larger & more recently designed Youth Rooms



## QUESTIONS & COMMENTS

---





**REQUEST FOR PROPOSALS**  
**For Expansion and Renovation of Youth Services Section of**  
**Baldwin Public Library**

---

Sealed proposals endorsed **"EXPANSION AND RENOVATION OF YOUTH SERVICES SECTION OF BALDWIN PUBLIC LIBRARY"**, will be received at the Administrative Office of the Baldwin Public Library, 300 West Merrill Street, Birmingham, Michigan, 48009; until 3:30 p.m. on Monday, July 30, 2018, after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on **Monday, July 9, 2018, at 2:00 p.m.** at the Baldwin Public Library. Bidders must register for the pre-bid meeting by **4:00 on Friday, July 6, 2018**, by contacting Associate Library Director Rebekah Craft at [rebekah.craft@baldwinlib.org](mailto:rebekah.craft@baldwinlib.org).

The Baldwin Public Library, in conjunction with the City of Birmingham, Michigan, is accepting sealed bid proposals from qualified professional firms to carry out design development, construction drawings, provide bid assistance and construction administration for the expansion and renovation of the Services section of the Baldwin Public Library, based on the conceptual/schematic design developed by Luckenbach Ziegelman Gardner. This work must be performed as specified in accordance with the specifications contained in this Request For Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the Baldwin Public Library, 300 West Merrill St., Birmingham, Michigan, ATTENTION: Rebekah Craft, Associate Director.

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

<b>Submitted to MITN:</b>	June 26, 2018
<b>Mandatory Pre-Bid Meeting:</b>	July 9, 2018
<b>Deadline for Submissions:</b>	3:30 p.m. on Monday, July 30, 2018
<b>Contact Person:</b>	Rebekah Craft, Associate Director
	300 W Merrill St.
	Birmingham, MI 48009
	Phone: 248.554.4682
	Email: <a href="mailto:rebekah.craft@baldwinlib.org">rebekah.craft@baldwinlib.org</a>



**REQUEST FOR PROPOSALS**  
**For Expansion and Renovation of Youth Services Section of**  
**Baldwin Public Library**

---

**Contents**

INTRODUCTION.....	3
REQUEST FOR PROPOSALS (RFP).....	3
MANDATORY PRE-BID MEETING.....	3
INVITATION TO SUBMIT A PROPOSAL.....	4
INSTRUCTIONS TO BIDDERS.....	4
EVALUATION PROCEDURE AND CRITERIA .....	5
TERMS AND CONDITIONS .....	5
ARCHITECT'S RESPONSIBILITIES .....	6
CLIENT RESPONSIBILITIES.....	7
SETTLEMENT OF DISPUTES .....	7
INSURANCE.....	8
CONTINUATION OF COVERAGE.....	8
EXECUTION OF CONTRACT .....	8
INDEMNIFICATION.....	8
CONFLICT OF INTEREST .....	8
EXAMINATION OF PROPOSAL MATERIALS .....	8
PROJECT TIMELINE .....	8
SCOPE OF WORK.....	9
ATTACHMENT A - AGREEMENT .....	14
ATTACHMENT B - BIDDER'S AGREEMENT .....	21
ATTACHMENT C - COST PROPOSAL.....	22
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM.....	23
ATTACHMENT E - CONCEPTUAL/SCHEMATIC ESTIMATES & DESIGNS.....	24
ATTACHMENT F - GEOTECHNICAL INVESTIGATION .....	35
ATTACHMENT G -DRAWINGS OF EXISTING CONDITIONS.....	57
ATTACHMENT H - HEATING AND COOLING EVALUTION.....	61

## **INTRODUCTION**

For purposes of this request for proposals the City of Birmingham, Michigan (hereby known as "City") and the Baldwin Public Library (hereby known as "Library") will be referred to as "Client" and the private firm will hereby be referred to as "Architect."

The Client is accepting sealed bid proposals from qualified professional firms to provide architectural services to carry out design development, construction drawings, provide bid assistance, and construction administration for the expansion and renovation of the Youth Services section of the Baldwin Public Library, based on the conceptual/schematic designs of January 27, 2018, included as Attachment E herein. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

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

It is anticipated the selection of a firm will be completed by August 13, 2018. An Agreement for services will be required with the selected Architect. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the Client.

The Architect will work with the Library on the Design Development and Construction Drawing phases, with the City in a supportive role. The Architect will then work with the City during the Bidding and Construction Administration phases, with the Library in a supportive role.

## **REQUEST FOR PROPOSALS (RFP)**

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide architectural services to carry out design development, construction drawings, provide bid assistance and construction administration for the expansion and renovation of the Youth Services section of the Baldwin Public Library, based on the conceptual/schematic designs of January 27, 2018, included as Attachment E herein.

## **MANDATORY PRE-BID MEETING**

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. The pre-bid meeting is scheduled for July 9, 2018, at 2:00 p.m. at the Baldwin Public Library.

## INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:30 p.m. on Monday, July 30, 2018 to:

Baldwin Public Library  
Attn: Rebekah Craft  
300 W. Merrill St.  
Birmingham, Michigan 48009

[rebekah.craft@baldwinlib.org](mailto:rebekah.craft@baldwinlib.org)

One (1) original and one (1) print copy and one (1) electronic copy, in PDF format, of the proposal shall be submitted. The two print copies of the proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"EXPANSION AND RENOVATION OF YOUTH SERVICES SECTION OF BALDWIN PUBLIC LIBRARY."** Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

## INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Architect's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Rebekah Craft, Associate Director, 300 W. Merrill St., Birmingham, MI 48009 or [rebekah.craft@baldwinlib.org](mailto:rebekah.craft@baldwinlib.org). Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. Any request will be reviewed by the Client, and responses will be shared with all bidders who signed in at the Pre-Bid Meeting.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the Client to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. The Baldwin Public Library is a sub-unit of the City of Birmingham, a tax-exempt municipal government located in Oakland

County. Do not include such taxes in the proposal figure. The Client will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City and Library should be directed as part of their proposal.

## **EVALUATION PROCEDURE AND CRITERIA**

The evaluation panel will consist of members of the Baldwin Public Library Board of Directors and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to 1) the ability to provide services as outlined, 2) related experience with similar projects, Architect background, and personnel qualifications, 3) quality of materials proposed, 4) overall costs, and 5) references. This review will consider the following criteria:

1. Experience and qualifications of the proposed team members, including interior design staff and partners, who will be assigned to the Project.
2. Experience and demonstrated ability in the design of libraries and similar public projects, with priority given to experience and ability in the design of libraries.
3. Demonstrated understanding of the expectations of Birmingham and/or similar communities that place high value on aesthetics of public spaces, as well as an understanding of the importance of the Library as part of Birmingham's civic center.
4. Bid price for design development, preparation of construction documents, bidding assistance, and construction administration for the project.
5. Demonstrated performance in execution of projects on time and within budget.
6. Quality and completeness of proposal.

## **TERMS AND CONDITIONS**

1. The Client reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The Client reserves the right to award the contract to the next most qualified Architect if the successful Architect does not execute a contract within ten (10) business days after the award of the proposal.
2. The Client reserves the right to request clarification of information submitted and to request additional information of one or more Architects.

3. The Client reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The Client may terminate this Agreement at any point in the process upon notice to Architect sufficient to indicate the Client's desire to do so. In the case of such a stoppage, the Client agrees to pay Architect for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Architect and shall not be chargeable in any manner to the Client.
6. Payment will be made within thirty (30) days after invoice has been accepted by the Client. Acceptance by the Client is defined as authorization by the designated Client representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the Client.
7. The Architect will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.
9. The Client will own the final designs and documents prepared by the Architect as part of this RFP.

## **ARCHITECT'S RESPONSIBILITIES**

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

1. All completed and signed forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B)
  - b. Cost Proposal (Attachment C)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
  - d. Agreement (Attachment A - **only if selected by the Client**).
2. Provide a description of completed projects (including library projects) that demonstrate the firm's ability to complete projects of similar scope, size, and purposed, and in a timely manner, and within budget.



3. Include a statement of design philosophy, especially in regards to public libraries in the 21<sup>st</sup> century.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project, as well as all others associated with the firm that are assigned to the project and include names, titles, phone numbers, email addresses and assigned role for the project.
5. Provide a list of sub-architects and their qualifications, which include names, titles, phone numbers, email addresses and their respective role in this project as applicable.
6. Any changes in the staff members assigned to the project (principals, staff and/or others) shall be communicated to the Client in writing within two (2) business days.
7. Provide three (3) client references from past projects, include name of contact, title, and current phone number. At least two (2) of the client references should be for projects of a similar size and scope for a municipal client.
8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Architect will be available according to the proposed timeline.
9. The Architect will be responsible for any changes necessary for the plans to be approved by the Client.

#### **CLIENT RESPONSIBILITIES**

1. The Client will provide a designated representative to work with the Architect to coordinate both the Client and the Architect's efforts and to inspect and verify any work performed by the Architect. During the design development and creation of construction document phase, the lead agency will be the Library, and during the bidding and construction administration phase, the lead agency will be the City.
2. The Library will provide access to the building during regular business hours.

#### **SETTLEMENT OF DISPUTES**

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

## **INSURANCE**

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONTINUATION OF COVERAGE**

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

## **EXECUTION OF CONTRACT**

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

## **INDEMNIFICATION**

The successful bidder agrees to indemnify the City and the Library and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONFLICT OF INTEREST**

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **EXAMINATION OF PROPOSAL MATERIALS**

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

## **PROJECT TIMELINE**

1. Mandatory pre-bid meeting will be held at the Library on Monday, July 9, 2018, at 2:00 p.m.
2. Proposals will be submitted by 3:30 p.m. on Monday, July 30, 2018

3. The Library Board will recommend the successful candidate to the Birmingham City Commission, which will make the final decision to execute an agreement at its regularly scheduled meeting on August 13, 2018.
4. Architect will have the Design Development and Construction Document elements outlined in the Scope of Work section of this RFP completed by December 20, 2018.
5. The Bidding and Construction Administration phases will occur only after funding for the Project has been confirmed.

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

## **SCOPE OF WORK**

The Architect shall perform the following services in accordance with the requirements as defined herein.

### **Overview**

The Baldwin Public Library—located at 300 West Merrill in downtown Birmingham—was built in 1927, with major additions completed in 1960 and 1982. The original building was designed by Marcus Burrowes; the 1960 addition was designed by Linn Smith; and the 1982 building was designed by Gunnar Birkerts.

The main purpose of this RFP is to secure design development, construction drawings, bidding assistance, and construction administration services for the expansion and renovation of the Youth Services section of the Baldwin Public Library, based on a concept plan previously developed. That design is detailed in Attachment E.

### **Program Confirmation**

- 1) Assist Library in determination of responsibilities, procedures, and schedule requirements. The Architect will be responsible for documentation of all meetings associated with the Project.
- 2) Review existing studies, space programming, layouts and designs provided by Library with regard to the Scope of Work of the project. Provide early advice to the Library on possible changes to the objectives to assure feasibility, quality, meeting cost budget, and minimizing reductions in service during construction.

- 3) Confirm with Library the professional fees and the schedule.

## **PHASE 1**

### **Design Development**

- 1) Based on the conceptual/schematic designs of January 27, 2018, develop Design Development Documents for the Library's approval. The process will include meetings with Library staff to hear their opinions, meetings with Library administration and the Library Board Building Committee, and a presentation to the Library Board.
- 2) The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents—including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems—to fix and describe the size and character of the Project as to architectural; interior design; structural, mechanical, and electrical systems; and landscaping (children's terrace, children's garden, landscaping along Bates Street, etc.)—including lighting, acoustics, and internal materials and finishes—and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- 3) The Architect shall update cost estimates (including a line-by-line breakout of all fees, architectural costs, construction costs, furnishings, shelving, technology, and construction and design contingencies) and submit them to the Library.
- 4) The Architect shall update the project phasing plan and construction timeline and submit those to the Library.
- 5) The Architect shall provide renderings of internal and external features suitable for public viewing and preliminary code compliance review by the City's Building Department.
- 6) The Architect shall ensure that all proposed work—including mechanical and electrical—will not compromise possible future modifications and additions to the building.

- 7) The Library will determine, in consultation with the Architect, if a library planning consultant is needed and, if so, the extent of the involvement.

### Construction Documents

- 1) Construction documents shall include, but not be limited to, detailed civil, architectural, engineering, and shop drawings for the construction of this project.
- 2) Based on the Library's approval of the Design Development Documents and the Library's authorization of any adjustments in the Project requirements and the budget for the cost of work, the Architect shall prepare Construction Documents for the Library's approval.
- 3) The process will include meetings with Library staff, the Library Board Building Committee and the City's Building Department.
- 4) The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings, specifications, and structural calculations, setting forth in detail the quality levels of materials and systems. Any and all terms and conditions associated with construction documents will be subject to the review and approval of the City.
- 5) The Architect shall provide 4 sets of the completed construction documents to the City's Building Department for code compliance review.
- 6) The Architect shall make any necessary updates to the cost estimates.
- 7) The Architect shall ensure that all work proposed—including mechanical and electrical—will not compromise possible future modifications and additions to the building.
- 8) Design Development and Construction Documents shall be completed by December 20, 2018.

## **PHASE 2**

### Bidding Assistance

1. The Architect, following the approval of the Construction Documents and the latest preliminary cost estimate of construction cost, shall assist the Client in obtaining bids and shall assist in the bidding process by:
  - a) Assisting the Client in the preparation of the Architectural specifications for the City's bid documents.
  - b) Assisting the Client by participating in a mandatory pre-bid meeting with bidders for construction.
  - c) Assisting the Client in the preparation of responses to questions from the prospective bidders and providing clarifications and interpretations of the bidding specification documents to all prospective bidders in the form of addenda.
  - d) Assist in the evaluation of bids for the selection of a construction contractor.

### Construction Administration

1. The Architect shall assist the City in providing administration of the construction project. The Architect's responsibility to provide assistance under this section of the Scope of Work shall commence upon the award of the initial contract for construction and terminates upon the payment of the final payment to the construction contractor.
2. The Architect shall be a representative of and shall advise and consult with the City during the administration of the contract for construction. The Architect shall regularly advise and consult with the City during the construction phase.
3. The Architect shall visit the site and may be accompanied by a representative of the City's Building Department at intervals appropriate to the stage of construction, or as otherwise agreed by the City and Architect, (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the work completed, (2) to endeavor to guard the City against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the contract documents. However, the Architect shall not be required to make exhaustive continuous on-site inspections to check the quality or quantity of work. The Architect shall neither have control over or charge of, not be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

4. The Architect shall report to the City all known deviations from the contract documents and from the most recent construction schedule submitted by the construction contractor. However, the Architect shall not be responsible for the construction contractor's failure to perform work in accordance with the requirements of the contract documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the construction contractor, subcontractors, or their agents or employees, or of any acts of any other persons or entities performing portions of the work.
5. The Architect shall, at times outlined in this RFP, have access to the construction site to facilitate its visits.
6. Except for code compliance or permit related issues as deemed necessary by the City, the Architect shall serve as the primary contact in communicating with the construction contractor concerning matters arising out of or relating to the construction documents. Communications by and with the Architect's consultants shall be through the Architect.
7. The Architect has the authority to reject work that does not conform to the contract documents, following consultation with the City.
8. The Architect shall review and respond to requests for information about the contract documents.
9. The Architect shall maintain a record of submittals and copies of submittals supplied by the construction contractor.
10. The Architect may authorize minor changes in the work that are consistent with the intent of the contract documents and do not involve an adjustment in the contract sum or an extension of the contract time, upon review and approval by the City and Library.
11. The Architect shall conduct inspections to determine the date or dates of substantial completion and the date of final completion.
12. The Architect shall prepare change orders and construction change directives, with supporting documentation and data if deemed necessary by the City for the City's approval and execution in accordance with the construction documents.
13. The Architect shall review and certify the amounts due the construction contractor to the designated City representative.



**ATTACHMENT A - AGREEMENT**  
**For Expansion and Renovation of Youth Services Section of**  
**Baldwin Public Library**

---

This AGREEMENT, made this 6<sup>th</sup> day of September, 2018, by and between CITY OF BIRMINGHAM, having its principal office at 151 Martin Street, Birmingham MI (hereinafter sometimes called "City/Library"), and Luckenbach Ziegelman Architects, PLLC , having its principal office at 555 South Old Woodward, Suite 27L, Birmingham, MI 48009 (hereinafter called "Architect"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, in conjunction with the Baldwin Public Library, is desirous of having work completed to perform design development, creation of construction drawings, provide bidding assistance, and construction administration for the expansion and renovation of the Youth Services section of the Baldwin Public Library, based on the approved concept plan of January 27, 2018.

**WHEREAS**, the City/Library has heretofore advertised for bids for the procurement and performance of services required to perform design development, creation of construction drawings, provide bidding assistance, and construction administration for the expansion and renovation of the Youth Services section of the Baldwin Public Library, based on the approved conceptual/schematic designs of January 27, 2018, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Architect has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform design development, creation of construction drawings, provide bidding assistance, and construction administration for the expansion and renovation of the Youth Services section of the Baldwin Public Library, based on the approved conceptual/schematic designs of January 27, 2018.

**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 design development, creation of construction drawings, provide bidding assistance, and construction administration for the expansion and renovation of the Youth Services section of the Baldwin Public Library, based on the approved conceptual/schematic designs of January 27, 2018, and the Architect's cost proposal dated July 30/August 22, 2018 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/Library shall pay the Architect for the performance of this Agreement in an amount not to exceed \$161,648, as set forth in the Architect's July 30/August 22, 2018 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City/Library exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

5. The Architect and the City/Library agree that the Architect is acting as an independent Architect with respect to the Architect's role in providing services to the City and Library pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Architect nor its employees shall be construed as employees of the City or Library. 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/Library nor the Architect 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 Architect shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City/Library, or be deemed an employee of the City/Library for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City/Library.

6. The Architect 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 Architect recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City/Library. Therefore, the Architect agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Architect 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 Architect 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 Architect 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 Architect without the prior written consent of the City/Library. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Architect 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 Architect shall inform the City/Library of all claims or suits asserted against it by the Architect's employees who work pursuant to this Agreement. The Architect shall provide the City/Library with periodic status reports concerning all such claims or suits, at intervals established by the City/Library.

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

- A. Workers' Compensation Insurance: Architect 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: Architect 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 Architects 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: Architect 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 and the Baldwin Public Library, 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 Architect will provide services that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Architect 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 Architects Protective Liability: The Architect shall procure and maintain during the life this contract, an Owners Architects 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 and the Baldwin Public Library 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: Architect 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, Architect 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 Architect 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 Architect and any entity or person for whom the Architect is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham and the Baldwin Public Library, their elected and appointed officials, employees and volunteers and others working on behalf of the City/Library 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 and the Baldwin Public Library, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the Baldwin Public Library, 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/Library.

14. If, after the effective date of this Agreement, any official of the City or Library, 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 Architect, the City/Library shall have the right to terminate this Agreement without further liability to the Architect if the disqualification has not been removed within thirty (30) days after the City or Library has given the Architect 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 Architect fails to perform its obligations hereunder, the City/Library 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:

For the City:

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

For the Library:

Baldwin Public Library  
Attn: Library Director  
300 West Merrill St.  
Birmingham, MI 48009

For the Architect:

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 this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City/Library 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/Library.

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

**WITNESSES:**



**ARCHITECT**

By:

Its:

  
Principal  
Robert Ziegelman

**CITY OF BIRMINGHAM**


By:

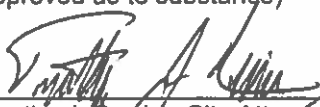
Andrew Harris  
Its: Mayor

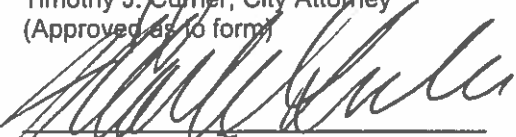


\_\_\_\_\_  
By: \_\_\_\_\_  
Andrew Harris  
Its: Mayor

\_\_\_\_\_  
By: \_\_\_\_\_  
Cherilynn Mynsberge  
Its: City Clerk

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

\_\_\_\_\_  
  
Timothy J. Currier, City Attorney  
(Approved as to form)

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

\_\_\_\_\_  
  
Doug Koschik, Library Director  
(Approved as to substance)

*Sample*  
**SOLE PROPRIETOR FORM**  
**For Sole Proprietor's with No Employees**

For workers' compensation purposes we are required to maintain verification regarding workers' compensation coverage for all of our independent contractors.

You must provide the following information if you:

- a) Are a sole proprietor with no employees, and
- b) Do not carry workers' compensation insurance.

1) Name of Sole Proprietor: ROBERT L. ZIEGELMAN  
2) Federal Tax Identification Number or last 4 digits of Social Security No. 38-3454414  
3) I am doing business as: LICKENBACH/ZIEGELMAN ARCHITECTS PLLC

Please attach one of the following:

- A copy of the assumed name certificate you filed with the county; or
- Your business card; or
- A copy of your advertisement (Yellow Pages, Newspaper, etc.); or
- List one other business or private homeowner that you have worked for during the period of July 1, through current date, including the name and address: JACK REINHART

555 S. OLD WOODWARD  
BIRMINGHAM, MI 48009

Please complete the following statement:

I, ROBERT L. ZIEGELMAN, a Sole Proprietor with no employees will provide ARCHITECTURAL/ENGINEERING services to BALDWIN PUBLIC LIBRARY on a periodic basis. I do understand that I am not entitled to workers' compensation benefits under Michigan's Law, therefore, I am personally responsible for any injuries/illnesses I may sustain while performing my services to said entity.

Dated at: August, on this 29 day of 2018.

Signed:

Robert L. Ziegelman  
Sole Proprietor

STATE OF MICHIGAN, COUNTY OF Oakland

On this 29 day of August, 2018 before me personally appeared \_\_\_\_\_, who being duly sworn did state that s/he is not entitled to workers' compensation benefits as indicated under Michigan's Law, and will not hold responsible the above named entity s/he may provide services to for any injury(ies) illness(es) s/he may sustain while performing such indicated services.

Seal/Stamp



Maria Levandivskiy  
Notary Public, Macomb County  
My Commission expires 03/25/2024

Here is your **Automobile Insurance Policy**

Renewal Declaration Certificate

EXPECT  
SOMETHING  
MORE™

## Vehicle information

**Vehicle Identification Number****Vehicle Rated Address****Assigned Driver****Other Named Insured(s)****Titleholder****Lessor****Vehicle Usage****Vehicle Lease/ Purchase Date****Additional Discounts****2018 Cadi Cts 4d 4wd**

IG6AX5SX4J0115079

968 STRATFORD LN, BLOOMFIELD HILLS MI 48304-2928

Robert Ziegelman

Robert Ziegelman

Gm Financial, Po Box 398045, MINNEAPOLIS MN 55439

Drive To Work/School, 3 - 9 Miles One Way, Less Than 10,000 Miles Per Year

MAY 1, 2018

ANTI-THEFT - CODED KEY, VEHICLE SAFETY - 4 WHEEL STANDARD DRIVER &amp; PASSENGER-M

## Coverages

**2018 Cadi Cts 4d 4wd****Limits of Liability****Premium****Bodily Injury Liability:**

\$100,000 Each Person / \$300,000 Each Accident

\$162.42

**Property Damage Liability:**

\$100,000 Each Accident

\$22.72

Includes MI Limited Property Damage Liability

**Property Protection:**

Included

\$25.24

**Personal Injury Protection:**

\$300 Deductible

\$565.97

**Medical Benefits: Primary****Work Loss Benefits: Primary****Survivors' Loss Benefits****Uninsured Motorists:**

\$100,000 Each Person / \$300,000 Each Accident

\$6.83

**Underinsured Motorists:**

\$100,000 Each Person / \$300,000 Each Accident

\$5.74

**Comprehensive:**

\$250 Deductible

\$112.17

**Collision:**

Broad: \$500 Deductible

\$1,108.46

**Enhanced Exterior Repair Option:**

Not Included

**Car Rental:**

\$30 Per Day / \$900 Maximum

\$21.90

**Loan/Lease Gap:**

Not Included

**Extra Equipment:**

Not Included

**Broadened Other Car:**

Not Included

**Premium Sub-Total****\$2,031.45****Assessments:****MCCA:**

\$96.00

**OTHER STATUTORY ASSESSMENTS:**

\$20.75

**Total Vehicle Premium and Assessments****\$2,148.20**



LUCKE-1

OP ID: LF

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2018

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

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

<b>PRODUCER</b> Professional Underwriters, Inc 39475 13 Mile Road, Suite 106 Novi, MI 48377 Robert L. Coleman	248-553-8300	<b>CONTACT NAME:</b> Leah Fritch <b>PHONE (A/C, No, Ext):</b> 248-553-8300 <b>FAX (A/C, No):</b> 248-553-8305 <b>E-MAIL ADDRESS:</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hartford Fire Insurance Co.		19682
<b>INSURER B:</b> Hartford Accident & Indemnity		22357
<b>INSURER C:</b> Navigators Insurance Company		42307
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> Luckenbach/Ziegelman Architects, PLLC 555 S. Old Woodward Ave #27L Birmingham, MI 48009	
--------------------------------------------------------------------------------------------------------------	--

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35SBAPP5532	01/20/2018	01/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			35SBAPP5532	01/20/2017	01/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PROF LIABILITY			CM17DPL753334IV	05/21/2018	05/21/2019	Per Claim 1,000,000 Aggregate 2,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

BIRMIN4

Baldwin Public Library  
300 W. Merrill St.  
Birmingham, MI 48009

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

AUTHORIZED REPRESENTATIVE

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For Expansion and Renovation of Youth Services Section of**  
**Baldwin Public Library**

---

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

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

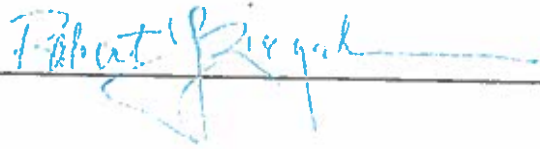
Robert L. Ziegelman FAIA	July 30, 2018
<b>PREPARED BY</b> (Print Name)	<b>DATE</b>
Principal In Charge	July 30, 2018
<b>TITLE</b>	<b>DATE</b>
	rzeigelman@lzarch.com
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
Luckenbach   Ziegelman   Gardner Architects	
<b>COMPANY</b>	
555 S. Old Woodward, Suite 27L, Birmingham, MI 48009	248 644 0600
<b>ADDRESS</b>	<b>PHONE</b>
Luckenbach   Ziegelman Architects	248 644 0600
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
555 S. Old Woodward, Suite 27L, Birmingham, MI 48009	
<b>ADDRESS</b>	

**ATTACHMENT C - COST PROPOSAL**  
**For Expansion and Renovation of Youth Services Section of**  
**Baldwin Public Library**

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work shall be itemized by a dollar amount based on the Phases and elements included in this Request for Proposal as follows:

COST PROPOSAL	
ITEM	BID AMOUNT
Phase 1	
Design Development	\$ 40,162
Construction Documents	\$ 80,324
Phase 2	
Bidding Assistance	\$ 8,032
Construction Administration	\$ 33,130
<b>TOTAL BID AMOUNT</b>	<b>\$161,648</b>

Firm Name Luckenbach | Ziegelman | Gardner Architects

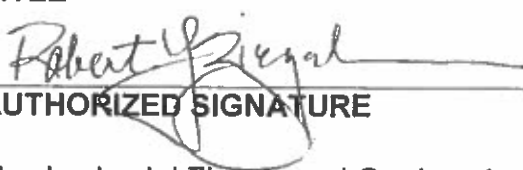
Authorized signature  Date July 30, 2018  
Aug 22, 2018



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For Expansion and Renovation of Youth Services Section of**  
**Baldwin Public Library**

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

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

Robert L. Ziegelman FAIA	July 30, 2018
<b>PREPARED BY</b> (Print Name)	<b>DATE</b>
Principal In Charge	July 30, 2018
<b>TITLE</b>	<b>DATE</b>
	rzeigelman@lzarch.com
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
Luckenbach   Ziegelman   Gardner Architects	
<b>COMPANY</b>	
555 S. Old Woodward, Suite 27L, Birmingham, MI 48009	248 644 0600
<b>ADDRESS</b>	<b>PHONE</b>
Luckenbach   Ziegelman Architects	248 644 0600
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
555 S. Old Woodward, Suite 27L, Birmingham, MI 48009	
<b>ADDRESS</b>	
38 345 4414	
<b>TAXPAYER I.D.#</b>	

## **ATTACHMENT E – CONCEPTUAL/SCHEMATIC ESTIMATES & DESIGNS**

### **For Expansion and Renovation of Youth Services Section of Baldwin Public Library**

---

By the end of the conceptual/schematic stage, the Library decided that the orientation of the shelving should be east-west, rather than north-south. The first rendering in this section—the aerial view—is from an early stage in the process and shows the shelving positioned north-south. Therefore, that aspect of the rendering should be considered incorrect. The three plans illustrating the interior layout of the Youth Room show the shelving positioned east-west. They are correct.

The expansion and renovation of the Youth Room is Phase 2 of a proposed three-phase project. The last plan in this section shows Phase 2 (in blue) in relation to Phase 1 (already completed) and Phase 3 (proposed for 2022-2023).

### **Youth Room Expansion and Renovation Cost Estimates as of January 2018**

The cost of the project, in 2019 dollars, is estimated to be \$2,231,000. The ***total*** cost, in 2019 dollars, ***including owner's contingency***, is estimated to be \$2,348,000.























**BALDWIN  
PUBLIC  
LIBRARY**  
300 West Merrill Street  
Birmingham, MI 48009

**Youth Services  
Renovation /  
Expansion**

Children's  
Garden +  
Courtyard

DATE: MAR 06 2010  
ESTIMATE  
FOR COST ONLY  
NOT FOR CONSTRUCTION

sk.LA 1.00



**PLAN**  
**Courtyard/Patio/Garden**

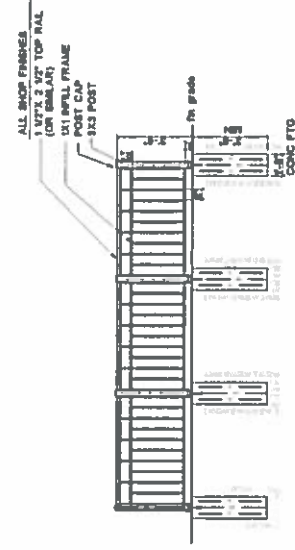
Scale 1 (17-27)

Key	Number	Material	Qty	Weight	Remarks
1	1	1/2" gal	100	100	1/2" gal
2	2	1/2" gal	100	100	1/2" gal
3	3	1/2" gal	100	100	1/2" gal
4	4	1/2" gal	100	100	1/2" gal
5	5	1/2" gal	100	100	1/2" gal

# 1 LANDSCAPE PATIO

key	number	animal	size	breeding	remarks
1	11	animal 1	1 gal	10-30% s.e.	metamorph. butterfly (cyrinus) w/ adults
2	15	2nd instar larva / 1st instar pupa	4x24		hatching larvae w/ crushed elodea leaves
3	17, 18	1st instar larvae (12 points)	4x7 height		along parchment finish water mark frame
4		increased food			
5	200 st	larva	5x5 st		
6		best food	180 mg 74%		
7			77% of 1st instar		
8			170 mg 71%		
9			145 mg 74%		

## 2 CHILDREN'S GARDEN



**ELEVATION**  
**ALUM (ALT: STEEL) FENCE**  
CONCEPTUAL ONLY: NOT FOR CONSTRUCTION V.A. 1-0

**SCHEMATIC DESIGN: For Review Only. Not For Construction**



## **ATTACHMENT F – GEOTECHNICAL INVESTIGATION**

### **For Expansion and Renovation of Youth Services Section of Baldwin Public Library**

---

The following report was prepared by Testing Engineers & Consultants, Inc., 1343 Rochester Road, P.O. Box 249, Troy, Michigan 48099, in February 2018.



Baldwin Public Library  
300 W. Merrill Street  
Birmingham, Michigan 48009

**GEOTECHNICAL INVESTIGATION**

**FOR**

**Proposed Youth Services Renovation/Addition  
Baldwin Public Library  
300 W. Merrill  
Birmingham, Michigan**

**TEC Report: 58620**

**By:**

**Testing Engineers & Consultants, Inc.  
1343 Rochester Road  
P.O. Box 249  
Troy, Michigan 48099-0249  
(248) 588-6200**

**February 21, 2018**

TEC Report: 58620  
Date Issued: February 21, 2018

Mr. Doug Koschik, Director  
Baldwin Public Library  
300 W. Merrill Street  
Birmingham, Michigan 48009

Re: Geotechnical Investigation for  
Proposed Youth Services Renovation/Addition  
Baldwin Public Library  
300 W. Merrill  
Birmingham, Michigan

Dear Mr. Koschik:

Please find enclosed the results of a geotechnical investigation performed at the above referenced site. This geotechnical report presents our field and laboratory results; engineering analysis; and our recommendations for design of foundation and slabs, as well as important construction considerations.

As you may know, Testing Engineers & Consultants, Inc. (TEC) has fifty one years of experience in Quality Control Testing and Construction Inspection. We would be pleased to provide any of these services on this project.

Should you have any questions regarding this report, please let us know. It has been a pleasure to be of service to you.

Respectfully submitted,  
TESTING ENGINEERS & CONSULTANTS, INC.



Carey J. Suhan, P.E.,  
Vice President, Geotechnical  
& Environmental Services

CJS/ln

Enclosure

cc: Luckenbach/Ziegelman/Gardner Architects, Attn: Mr. John Gardner

## **TABLE OF CONTENTS**

1.0	INTRODUCTION	1
2.0	FIELD INVESTIGATION	1
3.0	LABORATORY TESTING	2
4.0	GENERAL SUBSURFACE CONDITIONS	2
4.1	Subsoil Conditions	2
4.2	Ground Water Observations	4
5.0	ANALYSIS AND RECOMMENDATIONS	4
5.1	Proposed Development	4
5.2	Ground Water Conditions	4
5.3	Recommended Earthwork Operations	4
5.4	Foundation Recommendations	5
5.5	Floor Slabs and Pavements	6
5.6	Limitations	7
6.0	DESIGN REVIEW AND FIELD MONITORING	8

## **APPENDIX**

TEST BORING LOCATION PLAN

LOGS OF TEST BORINGS

SIEVE ANALYSIS RESULTS

GENERAL NOTES FOR SOIL CLASSIFICATION

## **1.0 INTRODUCTION**

This report presents the results of a geotechnical investigation for the proposed Baldwin Public Library renovation/addition located at 300 W. Merrill in Birmingham, Michigan. Authorization to perform this investigation was given by Mr. Doug Koschik, Director, Baldwin Public Library in a signed copy of TEC Proposal 060-18-0001 dated January 3, 2018.

Based on information provided, we understand that the project will consist of construction of a single story building addition on a crawl space to match the existing building. The addition will be mostly on the east side of the existing building and loads are expected to be moderate.

The footprint of the proposed addition will be 2,026 square feet and the renovation area will be 5,500 square feet. The addition will be built at the eastern area of the existing library building. The present ground elevation is about  $\pm 780$  feet and the existing floor slab over the crawl space is 786.65 feet.

The architects also requested that as an option the crawl space is not to be constructed and the floor slab for the addition be supported on engineered fill at the required elevation in order to match the elevation of the existing floor slab.

The purpose of this investigation was to obtain information necessary to determine basic engineering properties of soils at the site through a series of test borings and laboratory tests performed on the soil samples obtained during the field investigation. This information has been evaluated to provide the general recommendations for site development preparations, foundation requirements, floor slab designs and other geotechnical information.

## **2.0 FIELD INVESTIGATION**

Three test borings were drilled on the site at the locations shown on the Test Boring Location Plan. The locations are accurate to within a short distance of the locations shown on the location plan included in the appendix. The location of the test borings was given to us by the architect. The test borings were drilled on February 6 and 7, 2018 with truck-mounted auger equipment to a depth of 25 feet.

Drilling methods and standard penetration tests were performed in general accordance with the current ASTM D1452 and D1586 procedures, respectively. These procedures specify that a standard 2-inch O.D. split-barrel sampler be driven by a 140-pound hammer with a free fall of 30 inches. The number of hammer blows required to drive the split-barrel sampler through three successive 6-inch increments is recorded on the Test Boring Log. The first 6-inch increment is used for setting the sampler firmly in the soil and the sum of the hammer blows for the second and third increments is referred to as the "Standard Penetration Index" (N). N values were obtained with an automatic trip hammer.

## **2.0 FIELD INVESTIGATION (Cont'd)**

From the standard penetration test a soil sample is recovered in the liner sampler tubes that are located inside the split-barrel sampler. Upon recovery of a soil sample, the liner tubes are removed from the split-barrel sampler and placed in a container which is sealed to minimize moisture losses during transportation to the laboratory. Standard penetration tests are usually made at depths of 2 ½, 5, 7 ½ and 10 feet and at 5-foot depth intervals thereafter. These parameters may vary for a given project depending on the nature of the subsoils and the geotechnical information required.

## **3.0 LABORATORY TESTING**

The laboratory testing consisted of determining the unconfined compressive strength, the natural bulk density and the natural moisture content of the soil samples recovered in the liner sampler tubes. In the unconfined compression tests, the compressive strength of the soil is determined by axially loading a soil sample until failure is observed or 15% strain, whichever occurs first. The above referenced test data are recorded on the boring logs. Some test results may deviate from the norm because of variations in texture, imperfect samples, presence of pebbles and/or sand streaks, etc. The results are still reported although they may not be relevant.

The particle size distribution of three granular soil samples was also determined. The distribution provides estimates of the permeability and permeability-related behavior of the granular soils. The results are included in the appendix.

The laboratory test results apply to the samples tested and some results may not be representative of the soil mass because of variations in composition and texture, as well as imperfect samples and presence of pebbles and/or sand streaks in cohesive samples, etc.

Samples taken in the field are retained in our laboratory for 60 days and are then destroyed unless special disposition is requested by the client. Samples retained over a long period of time are subject to moisture loss and are then no longer representative of the conditions initially encountered.

## **4.0 GENERAL SUBSURFACE CONDITIONS**

### **4.1 Subsoil Conditions**

The soil conditions encountered in the borings are presented on the individual boring logs. Each log presents the soil types encountered at that location as well as laboratory test data, ground water data, and other pertinent information. Descriptions of the various soil consistencies, relative densities and particle sizes are given in the Appendix. Definitions of the terms and symbols utilized in this report may be found in ASTM D653.

#### 4.1 Subsoil Conditions (Cont'd)

The subsurface conditions encountered in the borings may be generalized as follows for purpose of analysis. Please refer to the limitations regarding the uncertainties involved in such a generalization.

Stratification lines shown on the boring logs are approximate indications of change from one soil type to another and are not intended to represent an area of exact geological change.

The strata encountered are described below:

##### Concrete

A concrete slab 4 inches thick was encountered in Boring No. 3 overlying a layer of dark brown sand.

##### Dark Brown Sand Fill To Possible Fill

A layer of dark brown sand and trace of gravel (with some topsoil in Boring No. 2) was encountered in all borings. This layer extends a depth of 3 feet.

Standard penetration values in the dark brown sand range from 5 to 10 blows per foot. Bulk densities range from 101 to 125 pounds per cubic foot (pcf) with moisture contents range from 9 percent to 17.2 percent of the dry weight of the soil.

##### Brown Medium To Fine Sand

A deposit of brown medium to fine sand with some silt and trace of gravel is present below the fill and possible fill. This deposit extends to a depth of 14.5 feet in Boring No. 1 to 17 feet in Boring No. 3.

Standard penetration values range from 3 to 38 blows per foot. Bulk densities range from 102 to 127 pcf with moisture contents of 2.1 percent to 18.8 percent of the dry weight of the soil. The higher moisture contents may indicate the presence of silt or clay in the granular soils.

##### Gray Clay With Some Silt

A deposit of moist gray clay with some silt and trace of gravel was found below the sand and continues to the end of the test borings (25').

Standard penetration values range from 10 to 15 blows per foot with unconfined compressive strengths of 2,310 to 6,180 psf. Bulk densities range from 120 to 137 pcf with moisture contents of 14 percent to 32.6 percent of the dry weight of the soil.

## **4.2 Ground Water Observations**

Water level readings were taken in the bore holes during and after the completion of drilling. These observations are noted on the respective Test Boring Logs. Ground water was first encountered at depths ranging from 13'3" in Boring No. 3 to 14' in Boring No. 2. At completion of the borings and removal of the augers, Boring No. 2 caved at 13'4". Ground water was measured in Boring No. 3 at 12'2". No ground water was noted in Boring No. 1, at the completion of the boring.

It should be noted that short-term ground water observations may not provide a reliable indication of the actual ground water table. In clayey soils this would be due to the slow rate of infiltration of water into the borehole as well as the potential for water to become trapped in overlying layers of the granular soils during periods of heavy rainfall. It should be expected that ground water levels fluctuate with seasonal and climatic changes. Elevations of gray colored soils tend to indicate a ground water level of long term low static water table.

## **5.0 ANALYSIS AND RECOMMENDATIONS**

### **5.1 Proposed Development**

The proposed development is to consist of a single story addition mostly at the east side of the existing Baldwin Public Library. The single story building addition will have a crawl space to match the existing building. The footprint of the addition will be about 2,026 square feet. Renovations will take place in areas with total footprint of about 5,500 square feet. The elevation of the floor slab of the addition will be the same as that of the floor slab of the existing library.

### **5.2 Ground Water Conditions**

The position of water levels found in test borings may vary somewhat depending on seasonal precipitation. At the level encountered in the borings, it should present little problems for design or construction of foundations of the addition. We have assumed that the utilities are in place. Any seepage water encountered during construction should be controllable by direct pumping from excavations.

### **5.3 Recommended Earthwork Operations**

Within the limits of areas to be developed, the surface concrete, vegetation and topsoil should be removed prior to the site being graded. Areas which will receive surface pavements should then be rolled with a vibrating roller to consolidate the loose sand. This should be followed by a proofroll to identify soft or yielding areas. Small equipment will likely need to be used in the crawl space area.



### **5.3 Recommended Earthwork Operations (Cont'd)**

Care should be taken during the use of the vibrating roller to avoid damaging the existing building. It may be possible to stabilize soft areas with crushed stone or concrete. Soft spots that cannot be stabilized should be removed and replaced with compacted engineered fill.

Engineered backfill required for construction excavations or fill required to achieve desired grades should preferably consist of clean and well graded granular soils. On-site material could be satisfactory for use, particularly for balancing and grading the site if they are approved by the geotechnical engineer. Fill should be placed in uniform layers not more than 9 inches in thickness with the soils in each layer compacted to a minimum of 95% of the maximum density as determined by ASTM D-1557. Fill should be at approximately the optimum moisture content during placement and compaction. Furthermore, frozen material must not be used as fill and fill should not be placed on frozen ground.

Since the surface soils are predominantly sands, lateral support structure or side sloping with a minimum 1 ½H:1V ratio will be required for the anticipated excavations. Care must be exercised when excavating adjacent to existing foundations to avoid undermining them. Soils exposed in the bases of all satisfactory foundation excavations should be protected against any detrimental change in conditions such as from disturbances, rain or freezing. Surface run-off water should be drained away from the excavations and not be allowed to pond. If possible, all footing concrete should be placed the same day the excavation is made. If this is not possible, the footing excavations should be adequately protected.

### **5.4 Foundation Recommendations**

The on-site soils are generally acceptable for support of the proposed structure on shallow foundations. Local building codes and climatic conditions require that exterior foundations be placed at a minimum depth of 3 ½ feet below finished grade to provide for adequate frost protection. Interior foundations may be below the floor at a lesser depth if not exposed to frost penetration. In any case, the footings should be deep enough to bear on original soil below the fill. At minimum depths, foundations both interior and exterior can be designed for a maximum net allowable bearing pressure of 1,500 psf.

In the area of Boring No. 3, a very loose layer of moist brown sand with trace of gravel was encountered at a depth of 3 to 5 ½ feet below existing ground surface. It is recommended that the foundations in the area be extended to 5 ½ to 6 feet.

The recommended design bearing pressure should provide a factor of safety of about 2.5 to 3 against shear failure and limit differential settlements between adjacent columns to less than ¼ inch.

Alternatively all of the foundations could be extended to a depth of 6 ½ feet and be designed for a net allowable bearing capacity of 2,500 psf.

At areas where the new foundations abut existing foundations the new foundations should be sloped in order to place the new foundations at the same elevations as the existing foundations.

#### **5.4 Foundation Recommendations (Cont'd)**

To minimize the lateral earth pressure on the crawl space walls, the walls should be backfilled with clean sand fill. Material meeting MDOT Class II grading requirements or approved alternate should suffice. Care should be exercised to limit the compaction of the backfill in order to avoid overstressing the walls. Light compaction equipment and thin fill lifts should be used.

The walls should be designed to resist the at-rest lateral pressure imposed by the granular fill, i.e., they should be designed against the pressure from a liquid with an equivalent fluid weight of 60 pcf. This value assumes that a properly installed and maintained perimeter drain will eliminate the water pressure on the wall.

From a review of the borings and assumptions made about the lower lying soils a seismic site class of D is recommended for design. It is assumed that the lower lying soils below the bottom of the borings have an average N value between 15 and 50 and shear strengths between 1000 psf and 2000 psf. This appears to be a reasonable assumption from general geology of the area. This is based off of the Michigan Building Code, which incorporates the International Building Code.

#### **5.5 Floor Slabs and Pavements**

The subgrade resulting from the site preparation, as outlined in the recommended earthwork operations section, will provide a fair subgrade for support of pavements and floor slabs. The pavements should be sloped and shaped in order to provide effective surface drainage and prevent water ponding.

Floor slabs, sidewalks and other concrete pavements should be placed on a minimum of 4 inches of clean compacted sand meeting MDOT Class II specifications or MDOT 21AA which will remain more stable during concrete placement.

In the event that a crawl space is not to be used and the floor slab in the area of the addition is to be placed on engineered fill, the fill should be prepared as per the recommendations given in the Earthwork Preparation section. Furthermore, the following considerations should be made as outlined below.

Exposed subgrades deteriorate over time, however, and if left alone for a while the prepared subgrade should again be thoroughly proofrolled immediately prior to placement of fill to raise the grade to verify its suitability. Any disturbed materials encountered during the proofroll should be re-compacted or removed and replaced with engineered fill. Subgrade soils for slabs on grade and pavements should be protected against frost during winter construction. Any frozen soils should be thawed and compacted, or removed and replaced with engineered fill prior to slab-on-grade and pavement construction.

## **5.5 Floor Slabs and Pavements (Cont'd)**

To permit slab settlement without damaging other structural elements, the slab should be detailed with isolation joints at walls and around footings. As an alternate to construction of isolation joints at column footings, the footings could be separated from the slab with a minimum of six inches of compacted granular fill. Based upon the encountered subgrade soils, the stipulated subgrade preparation procedures and the expected fill to raise the grade, an estimated standard Modulus of Subgrade Reaction (30-inch diameter plate) of 150 pounds per cubic inch may be used for design. To improve the uniformity of support, the slab should be placed on a minimum of six inches of clean compacted granular fill meeting MDOT Class II grading requirements or dense graded crushed aggregate.

The slab performance can be improved through a number of details. Shrinkage cracks can be controlled by installing welded wire fabric in the slab. Cracking can also be reduced through the use of control joints.

Water vapor normally passes through concrete and evaporates from its surface if the concrete is not sealed. Even good quality, well-consolidated concrete is not impermeable to the slow passage of water vapor. Many floor coverings and floor finishes/seals are impermeable, that is, they act like a vapor retarder and the build-up of moisture beneath them is likely to damage the covering/finish. Even when such coverings/finishes are not used, moisture can condense beneath objects on the floor promoting creation of mildew and molds. Furthermore, where the subgrade consists of saturated cohesive soils, water from curing concrete can increase the moisture in the subgrade soils and, in turn, decrease their modulus of subgrade reaction.

For the above reasons, we generally recommend that damp-proofing in the form of a vapor retarder be provided beneath floor slabs that will receive an impermeable floor covering/finish as well as where the floor/room will be used for a purpose that makes passage of water through the floor undesirable. In any event we recommend placement of a vapor retarder beneath the crawl space floor or directly on the crawl space if a floor slab is not constructed.

It should be understood that placement of a vapor retarder beneath a concrete slab reduces but does not eliminate moisture transmission through the slab and suppliers of potential floor covering/finish should be consulted with regard to moisture transmission tolerances. We recommend that the vapor retarder be placed in accordance with American Concrete Institute (ACI) recommendations.

## **5.6 Limitations**

The field and laboratory data, analysis and recommendations presented in this report are based on the field conditions during the time of this investigation. These conditions are not expected to change except maybe near the excavations of existing foundations.

## 5.6 Limitations (Cont'd)

Based on our field and laboratory data these conditions are indicative of the site. Changes and unforeseen conditions may be encountered during the construction period due to unforeseen conditions (during the field investigation) and ground changes during construction. Therefore, a geotechnical engineer familiar with the site should be present to ensure that proper construction procedures are used.

## 6.0 DESIGN REVIEW AND FIELD MONITORING

The evaluations and recommendations presented in this report relative to site preparation and building addition foundations have been formulated on the basis of assumed and provided data relating to the location, type and finished grades for the proposed structure and adjacent areas. Any significant change in this data should be brought to our attention for review and evaluation with respect to the prevailing subsoil conditions.

When the building addition and foundation plans are finalized, a consultation should be arranged with us for a review to verify that the evaluations and recommendations have been properly interpreted.

Soil conditions at the site could vary from those generalized on the basis of test borings made at specific locations. It is therefore recommended that Testing Engineers & Consultants, Inc. be retained to provide soil engineering services during the site preparation, excavation and foundation phases of the proposed project. This is to observe compliance with the design concepts, specifications and recommendations. Also, this provides opportunity for design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction.



Harry I. Papadopoulos, PhD  
Senior Project Engineer

HIP/CJS/ln

I:\gs\Job Files\58600-58699\58620\58620.doc



Carey J. Suhan, PE  
Vice President, Geotechnical  
& Environmental Services

## **APPENDIX**

**Test Boring Location Plan**

**Logs Of Test Borings**

**Sieve Analysis Results**

**General Notes For Soil Classification**

Luckenbach  
Ziegelman  
Gardner  
Architects  
PLLC  
300 West Merrill Street  
Pittsburgh, PA 15201  
412.261.1000



BALDWIN  
PUBLIC  
LIBRARY  
300 West Merrill Street  
Pittsburgh, PA 15201

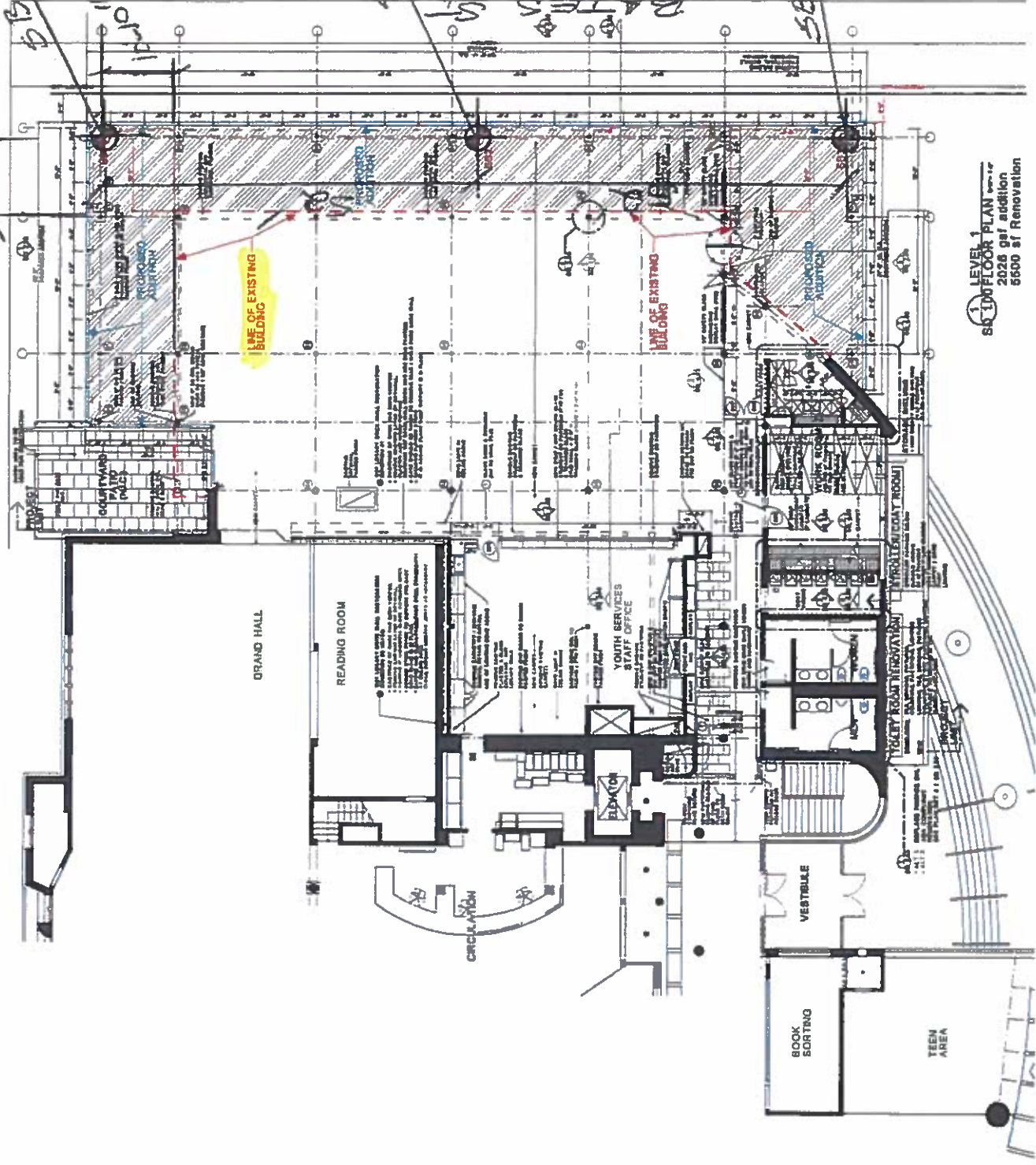
Youth Services  
Renovation /  
Expansion

FLOOR PLAN  
SOIL BORING  
LOCATIONS

SD EST  
SD 1.00

LEVEL 1  
SO 100 FLOOR PLAN  
2026 gsf addition  
5500 sf Renovation

MERRILL ST.





# Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249  
(248) 588-6200 or (313) T-E-S-T-I-N-G  
Fax (248) 588-6232

<b>Boring No.: 1</b>		<b>Job No.: 58620</b>		<b>Project: Proposed Youth Services Renovation/Addition</b>			
<b>Client: Baldwin Public Library</b>				<b>Location: Birmingham, Michigan</b>			
<b>Type of Rig: Truck</b>				<b>Drilled By: I. Mickle</b>			
<b>Drilling Method: Solid Stem Augers</b>				<b>Started: 2/6/2018</b>			
<b>Ground Surface Elevation:</b>				<b>Completed: 2/6/2018</b>			

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
2.5	LS	4 3 2	3	Loose Moist Dark Brown Sand With Trace Of Gravel-FILL	9.0	101	
5.0	LS	3 4 3	6	Loose Moist Brown Medium To Fine SAND With Some Silt & Trace Of Gravel	7.1	116	
7.5	LS	4 3 4		Loose Moist Brown Medium To Fine SAND With Some Silt & Trace Of Gravel	3.2	104	
10.0	LS	2 3 4			9.6	102	
12.5			13.5				
15.0	LS	5 6 8	14.5	Medium Compact Wet Brown Clayey Fine SAND	17.1	126	2310
17.5			16	Stiff Moist Variegated CLAY With Some Silt			
20.0	LS	4 6 8		Stiff Moist Gray CLAY With Some Silt & Trace Of Gravel	14.0	137	5770
22.5	LS	3 5 7	25		14.7	131	4780

**"N" - Standard Penetration Resistance**  
**SS - 2" D. Split Spoon Sample**  
**LS - Sectional Liner Sample**  
**ST - Shelby Tube Sample**  
**AS - Auger Sample**

**w - H<sub>2</sub>O, % of dry weight**  
**d - Bulk Density, pcf**  
**qu - Unconfined Compression, psf**  
**DP - Direct Push**  
**RC - Rock Core**

**Water Encountered: 13'6"**  
**At Completion: None**  
**Boring No. 1**

**Bottom of Borehole at 25'**





# Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249  
(248) 588-6200 or (313) T-E-S-T-I-N-G  
Fax (248) 588-6232

<b>Boring No.:</b> 2		<b>Job No.:</b> 58620		<b>Project:</b> Proposed Youth Services Renovation/Addition			
<b>Client:</b> Baldwin Public Library				<b>Location:</b> Birmingham, Michigan			
<b>Type of Rig:</b> Truck				<b>Drilled By:</b> I. Mickle			
<b>Drilling Method:</b> Solid Stem Augers				<b>Started:</b> 2/7/2018			
<b>Ground Surface Elevation:</b>				<b>Completed:</b> 2/7/2018			

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
2.5	LS	3 4 4	2.7	Loose Moist Dark Brown Sand & Topsoil-FILL	12.1	108	
5.0	LS	3 3 3		Loose Moist Brown SAND With Trace Of Gravel	10.9	119	
7.5	LS	3 5 6	6.5	Medium Compact Moist Brown Fine SAND With Trace Of Gravel & Pebbles	7.9	115	
10.0	LS	3 6 11			5.1	119	
12.5							
15.0	LS	4 8 6	14 14.8	Medium Compact Wet Brown Clayey Fine SAND	30.7	114	4040
17.5				Stiff Moist Gray CLAY With Some Silt & Trace Of Gravel			
20.0	LS	3 4 6			32.6	120	
22.5	LS	4 6 8			20.4	127	4200
			25				

"N" - Standard Penetration Resistance  
SS - 2" I.D. Split Spoon Sample  
LS - Sectional Liner Sample  
ST - Shelby Tube Sample  
AS - Auger Sample

w - H<sub>2</sub>O % of dry weight  
d - Bulk Density, pcf  
qu - Unconfined Compression, psf  
DP - Direct Push  
RC - Rock Core

**Water Encountered:** 14'0"

**At Completion:** Caved In 13'4"

**Boring No. 2**

Bottom of Borehole at 25'



# Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249  
 (248) 588-6200 or (313) T-E-S-T-I-N-G  
 Fax (248) 588-6232

Boring No.: 3 Job No.: 58620

Project: Proposed Youth Services Renovation/Addition

Client: Baldwin Public Library

Location: Birmingham, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 2/6/2018

Ground Surface Elevation:

Completed: 2/6/2018

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.33	CONCRETE (4")			
2.5	LS	15 6 4	3	Medium Compact Moist Dark Brown SAND-Possible Fill	17.2	125	
5.0	LS	2 2 1	5.5	Very Loose Moist Brown Fine SAND With Trace Of Gravel & Silt	4.8	115	
7.5	LS	3 4 7	8	Medium Compact Moist Brown Fine SAND With Trace Of Silt & Clay	2.6	106	
10.0	LS	8 16 22		Compact Moist Brown Medium SAND With Trace Of Gravel & Pebbles	4.0	119	
12.5			13.3				
15.0	LS	4 8 12		Medium Compact Wet Brown SAND With Some Clay	18.8	127	
17.5			17				
20.0	LS	4 6 9		Stiff Moist Gray CLAY With Some Silt & Trace Of Gravel	17.0	132	6180
22.5	LS	4 7 8			16.8	131	4450
			25				

"N" - Standard Penetration Resistance  
 SS - 2" I.D. Split Spoon Sample  
 LS - Sectional Liner Sample  
 ST - Shelby Tube Sample  
 AS - Auger Sample

w - H<sub>2</sub>O, % of dry weight  
 d - Bulk Density, pcf  
 qu - Unconfined Compression, psf  
 DP - Direct Push  
 RC - Rock Core

Bottom of Borehole at 25'

Water Encountered: 13'3"

At Completion: 12'2"

Boring No. 3

**PROJECT:** Proposed Youth Services Addition  
Baldwin Public Library  
**LOCATION:** Birmingham, Michigan  
**CLIENT:** Baldwin Public Library

**TEC REPORT NUMBER:** 58620

**DATE:** Thursday, February 08, 2018

**Material Description:** Brown Medium to Fine Sand With  
Some Silt, Trace of Gravel

**Date Sampled:** 2/6/18

**Sample Source / Depth:** B-1 @ 5'

**Sampled By:** I. Mickle

**Sample Location:**

**TEC Lab Sample Number:** 4111

**Intended Use:**

**Remarks:**

AGGREGATE ANALYSIS					SAMPLE DATA	
Sieve No.	Total Weight Retained	Total Percent Retained	Total Percent Passing	Specification Range		
3"					Initial Sample Weight (g)	256.5
2-1/2"					Weight After Wash (g)	223.1
1-1/2"					Loss in Weight (g)	33.4
1"					Loss by Wash (%)	13.0%
3/4"		0.0	100.0			
1/2"	5.3	2.1	97.9			
3/8"	10.1	3.9	96.1			
#4	23.1	9.0	91.0			
#10	47.7	18.6	81.4			
#20	89.6	34.9	65.1			
#30	114.2	44.5	55.5			
#40	139.5	54.4	45.6		Tested By:	H. Spahiu
#100	206.6	80.5	19.5		Reviewed By:	G. Putt
#200	223.1	87.0	13.0			
Total Sample	256.5	100.0	0.0			
Test Method: ASTM C117/C136					AASHTO T11/T27	
					MTM 108/109	
					X	
Remarks:						
Respectfully Submitted						
Testing Engineers and Consultants, Inc.						

**PROJECT:** Proposed Youth Services Addition  
Baldwin Public Library  
**LOCATION:** Birmingham, Michigan  
**CLIENT:** Baldwin Public Library

**TEC REPORT NUMBER:** 58620

**DATE:** Thursday, February 08, 2018

**Material Description:** Brown Fine Sand With Trace of Gravel & Silt

**Date Sampled:** 2/6/18

**Sample Source / Depth:** B-3 @ 5'

**Sampled By:** I. Mickle

**Sample Location:**

**TEC Lab Sample Number:** 4112

**Intended Use:**

**Remarks:**

AGGREGATE ANALYSIS					SAMPLE DATA	
Sieve No.	Total Weight Retained	Total Percent Retained	Total Percent Passing	Specification Range		
3"					Initial Sample Weight (g)	225.7
2-1/2"					Weight After Wash (g)	216.4
1-1/2"					Loss in Weight (g)	9.3
1"					Loss by Wash (%)	4.1%
3/4"						
1/2"		0.0	100.0			
3/8"	3.6	1.6	98.4			
#4	16.9	7.5	92.5			
#10	27.7	12.3	87.7			
#20	44.4	19.7	80.3			
#30	59.0	26.1	73.9			
#40	86.1	38.1	61.9		Tested By:	H. Spahiu
#100	213.5	94.6	5.4		Reviewed By:	G. Putt
#200	216.4	95.9	4.1			
Total Sample	225.7	100.0	0.0			
Test Method: ASTM C117/C136					AASHTO T11/T27	
					MTM 108/109	
					X	
Remarks:						
Respectfully Submitted						
Testing Engineers and Consultants, Inc.						

**PROJECT:** Proposed Youth Services Addition  
Baldwin Public Library  
**LOCATION:** Birmingham, Michigan  
**CLIENT:** Baldwin Public Library

**TEC REPORT NUMBER:** 58620

**DATE:** Thursday, February 08, 2018

**Material Description:** Brown Fine Sand With Trace of Gravel & Silt

**Date Sampled:** 2/6/18

**Sample Source / Depth:** B-3 @ 7.5'

**Sampled By:** I. Mickle

**Sample Location:**

**TEC Lab Sample Number:** 4113

**Intended Use:**

**Remarks:**

AGGREGATE ANALYSIS					SAMPLE DATA	
Sieve No.	Total Weight Retained	Total Percent Retained	Total Percent Passing	Specification Range		
3"					Initial Sample Weight (g)	227.3
2-1/2"					Weight After Wash (g)	216.3
1-1/2"					Loss in Weight (g)	11.0
1"					Loss by Wash (%)	4.8%
3/4"		0.0	100.0			
1/2"	1.1	0.5	99.5			
3/8"	2.1	0.9	99.1			
#4	8.0	3.5	96.5			
#10	12.5	5.5	94.5			
#20	16.6	7.3	92.7			
#30	21.8	9.6	90.4			
#40	40.2	17.7	82.3		Tested By:	H. Spahiu
#100	211.7	93.1	6.9		Reviewed By:	G. Putt
#200	216.3	95.2	4.8			
Total Sample	227.3	100.0	0.0			
<b>Test Method:</b> ASTM C117/C136      AASHTO T11/T27      MTM 108/109      X						
<b>Remarks:</b>						
<div style="text-align: right;">Respectfully Submitted: Testing Engineers and Consultants, Inc.</div>						

## SOIL DESCRIPTIONS

In order to provide uniformity throughout our projects, the following nomenclature has been adopted to describe soil characteristics:

### CONSISTENCY AND RELATIVE DENSITY

COHESIVE SOILS			GRANULAR SOILS	
UNCONFINED COMPRESSIVE STRENGTH, PSF	"N" VALUES	CONSISTENCY	"N" VALUES	RELATIVE DENSITY
Below 500	0 – 2	Very Soft	0 – 4	Very Loose
500 – 1,000	3 – 4	Soft	5 – 10	Loose
1,000 – 2,000	5 – 8	Plastic	11 – 30	Medium Compact
2,000 – 4,000	9 – 15	Firm	31 – 50	Compact
4,000 – 8,000	16 – 30	Stiff	50+	Dense
8,000 – 16,000	31 – 50	Ex. Stiff		
Over 16,000	51+	Hard		

#### Material Types By Particle Size

BOULDERS

COBBLES

GRAVEL

COARSE SAND

MEDIUM SAND

#### ASTM D2487

Stones Over 12" In Diameter

Stones 3" To 12" In Diameter

#4 To 3" Diameter

#10 To #4 Sieves

#40 To #10 Sieves

## **SOIL DESCRIPTIONS (Cont'd)**

### **Material Types By Particle Size**

**FINE SAND**

**ASTM D2487**

**#200 To #40 Sieves**

**SILT**

**Minus #200 Sieve Material,  
Fairly Non-Plastic, Falls Below  
“A”-Line**

**CLAY**

**Minus #200 Sieve Material Plastic  
Material That Has A Tendency To  
Stick Together, Can Be Rolled  
Into Fine Rods When Moistened;  
Falls Above “A”-Line**

**PEAT**

**Black Organic Material  
Containing Partially Decayed  
Vegetable Matter**

**MARL**

**Fresh Water Deposits Of Calcium  
Carbonate, Often Containing  
Percentages Of Peat, Clay  
& Fine Sand**

**SWAMP BOTTOM DEPOSITS**

**Mixtures Of Peat, Marl,  
Vegetation & Fine Sand  
Containing Large Amounts Of  
Decayable Organic Material**



## **ATTACHMENT G – DRAWINGS OF EXISTING CONDITIONS**

### **For Expansion and Renovation of Youth Services Section of Baldwin Public Library**

---

The following drawings were prepared by Shelter Design Studio, 104 W. Fourth Street, Suite 303, Royal Oak, Michigan 48067, in November 2017.

104 W. Fourth St., Suite 303  
Piquet, Ohio, 45356 403.77  
348.771.2488 ext.  
000.353.0615 fax  
www.3942178871@worldcc.com

**Journal of Nursing Management**



**Stephen G. Parsons, MD**  
100 W. Fourth St., Suite 100  
Piquette Club, 4th corner  
340-666-7766 ext.

Q

Baldwin Public Library  
323 W. Main Street  
Broomfield, MI 48022

**Project**  
**Baldwin Public Library**  
**Architectural**  
**Existing Conditions Survey**

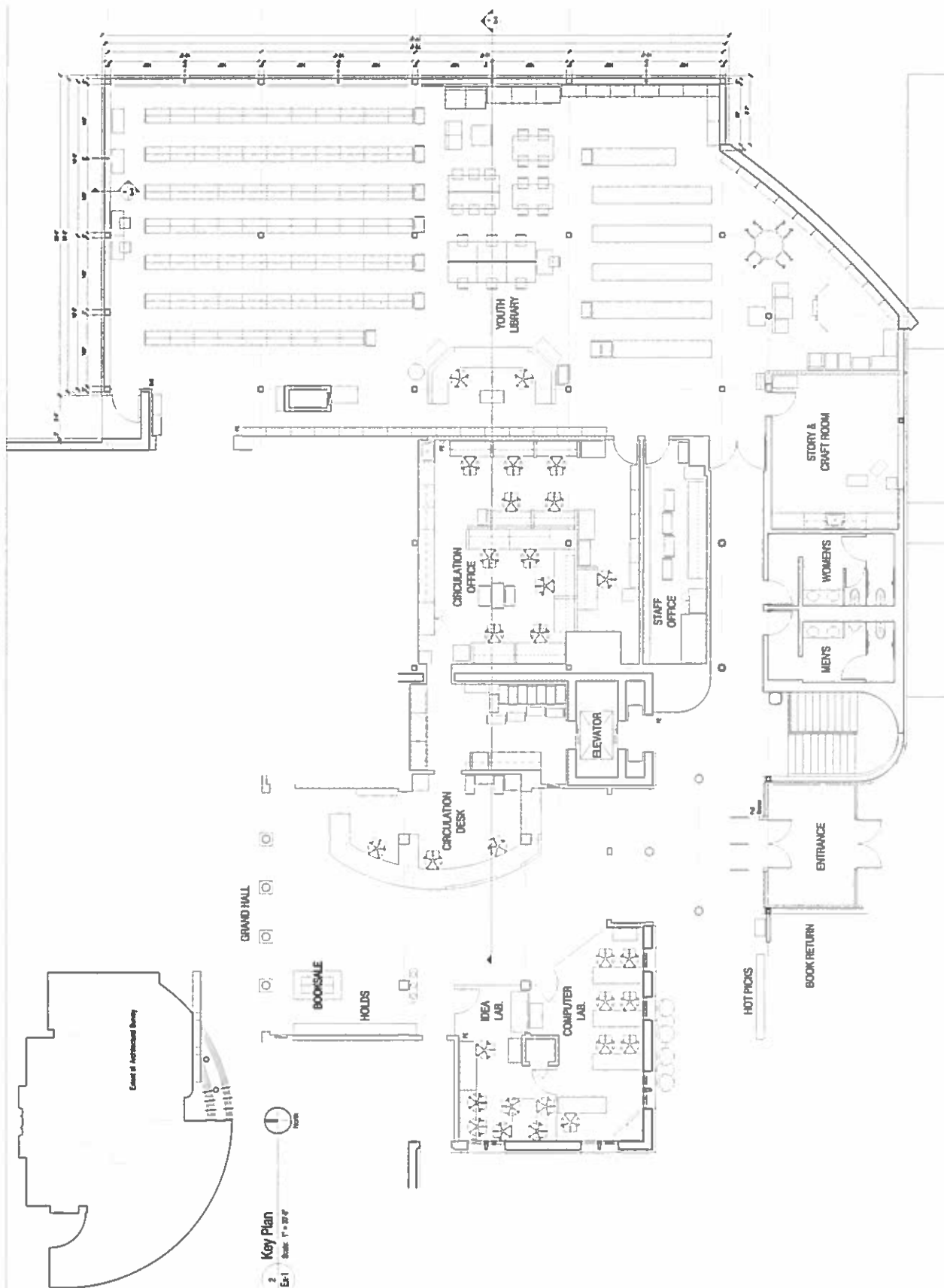
Figure 1 is a schematic representation of the experimental design. It shows a sequence of events: a 10-second fixation period, followed by a 10-second presentation of a stimulus (a word), and then a 10-second response period. The stimulus is presented in a box, and the response is indicated by a checkmark.

Issued For	Date
County Clerks, Paul B. ...	11/01/2017
Source 1	11/08/2017

### Existing Partial Floor Plan

2017-190  
Project No.

Ex-1

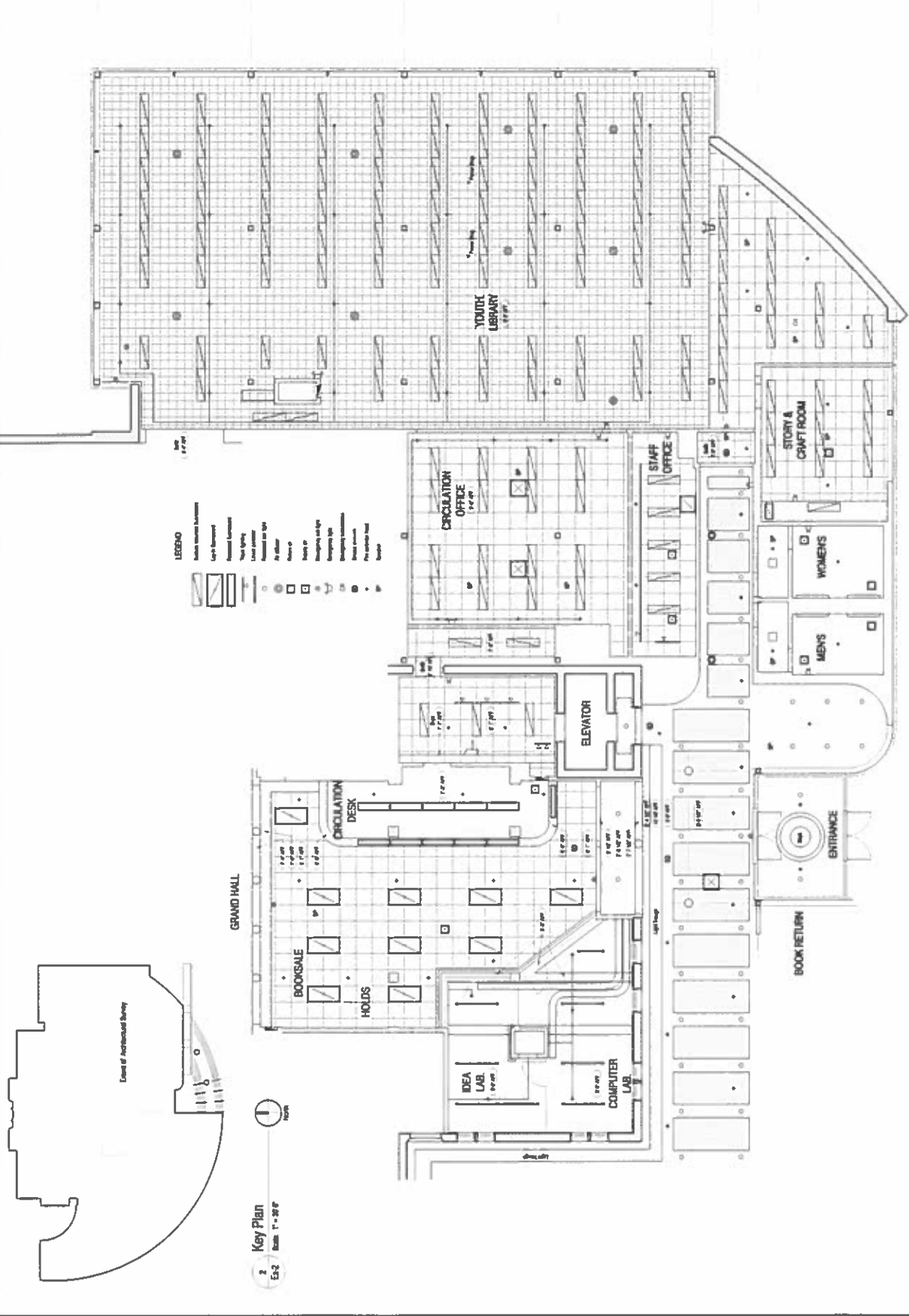


### Existing Conditions - Partial First Floor

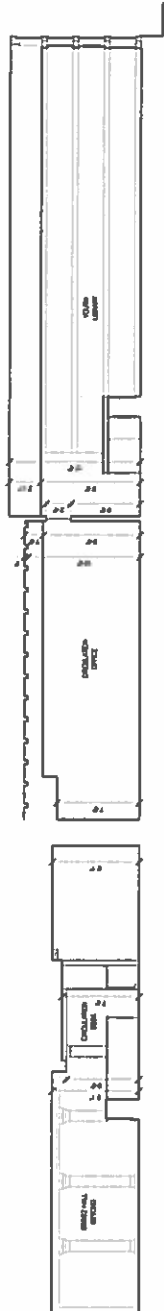


1/4" = 1' - 0"	1/8" = 1' - 0"	1/16" = 1' - 0"	1/32" = 1' - 0"	1/64" = 1' - 0"
1/4" = 1' - 0"	1/8" = 1' - 0"	1/16" = 1' - 0"	1/32" = 1' - 0"	1/64" = 1' - 0"

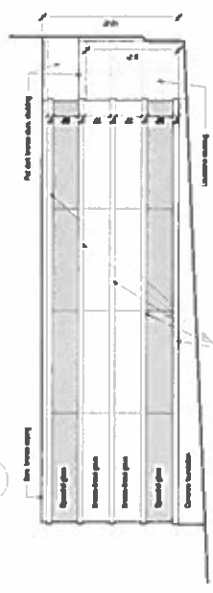
Scale for  
Existing Conditions Plan Number 11/11/2011  
Project 1



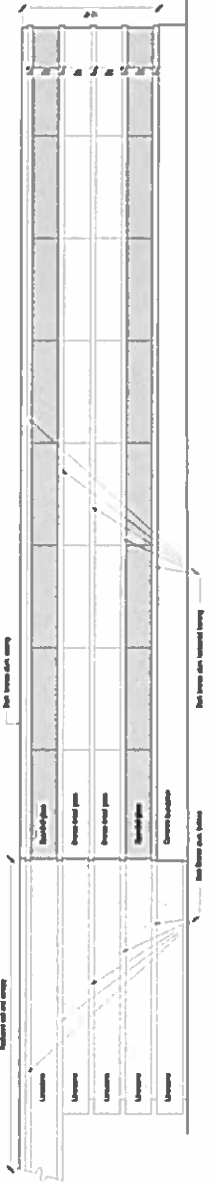
1 Existing Conditions - Partial Reflected Ceiling Plan  
Ex-2 Scale: 1/4" = 1' - 0"



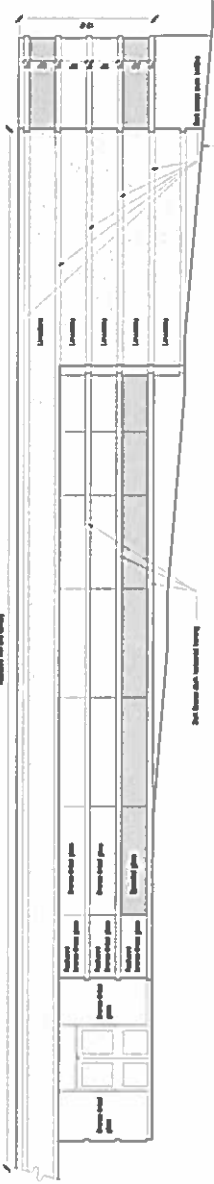
Existing General Building Sect Looking North  
Scale: 3/16" = 1'-0"



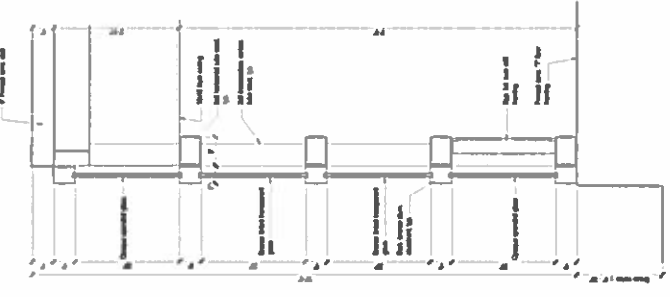
Existing North Elevation  
Scale: 3/16" = 1'-0"



Existing East Elevation  
Scale: 3/16" = 1'-0"



Existing South Elevation  
Scale: 3/16" = 1'-0"



Typical General Wall Section  
Scale: 3/16" = 1'-0"

## **ATTACHMENT H – HEATING AND COOLING EVALUATION**

### **For Expansion and Renovation of Youth Services Section of Baldwin Public Library**

---

The following report was prepared by Peter Basso Associates, 5145 Livernois, Suite 100, Troy, MI 48098, in January 2018.

Heating and Cooling Evaluation Summary			
	Calculated Existing System Capacity	Proposed System Capacity Requirements	Remarks
Heating Load	- 126,945 BTUH	- 99,120 BTUH	OK, capacity of existing system is more than what is required for the expanded area.
Cooling Load	190,417 BTUH	208,719 BTUH	The cooling demand of the proposed expansion exceeds the capacity of the existing system. The proposed expansion is approx. 18,300 BTUH or about 1.5 tons greater than what is available.

The perimeter heat loss per lineal foot of the proposed expansion wall is less than 200 BTUH/LF and based on good engineering practice would not require supplemental heating elements, but might be considered.



*City of Birmingham*

**BALDWIN PUBLIC LIBRARY**

**July 30, 2018**

**Request for Proposal**

**Expansion and Renovation of Youth Services  
Section of Baldwin Public Library**

**Luckenbach|Ziegelman|Gardner Architects PLLC**



---

July 30 30, 2018

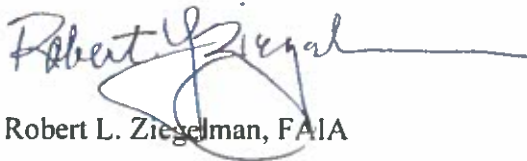
Baldwin Public Library  
Rebekah Craft, Associate Director  
300 W. Merrill Street  
Birmingham, MI 48009  
rebekah.craft@baldwinlib.org

Dear Rebekah:

Please accept our submission for the Expansion and Renovation of the Youth Services Section of the Baldwin Public Library.

We believe we have more than fulfilled all of your evaluation criteria for selection from our previous work with you and are very enthusiastic to have the same team gain your positive consideration again.

Regards,

A handwritten signature in blue ink, reading "Robert L. Ziegelman", with a long horizontal line extending to the right.

Robert L. Ziegelman, FAIA

Luckenbach|Ziegelman|Gardner Architects, PLLC  
555 S. Old Woodward Avenue, Suite 27L  
Bloomfield Hills, MI 48009  
Office: 248-644-0600  
Cell: 248-760-5650  
Email: rziegelman@lzarch.com

## **TABLE OF CONTENTS**

- 1. Forms for Completion within RFP**
- 2. Completed Projects**
- 3. Firm's Design Philosophy and Approach**
- 4. Description of Firm and Staff**
- 5. Description of Sub Architects**
- 6. Changes in the Staff**
- 7. Client References and Recommendations**
- 8. Project Timeline and Overall Approach**
- 9. Timelines Statement**

**1. Forms for Completion within  
RFP**


- a. Bidders Agreement**
- b. Cost Proposal**
- c. Iran Sanctions Act**

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For Expansion and Renovation of Youth Services Section of**  
**Baldwin Public Library**

---

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

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

Robert L. Ziegelman FAIA	July 30, 2018
<b>PREPARED BY</b> (Print Name)	<b>DATE</b>
Principal In Charge	July 30, 2018
<b>TITLE</b>	<b>DATE</b>
	rzeigelman@lzarch.com
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
Luckenbach   Ziegelman   Gardner Architects	
<b>COMPANY</b>	
555 S. Old Woodward, Suite 27L, Birmingham, MI 48009	248 644 0600
<b>ADDRESS</b>	<b>PHONE</b>
Luckenbach   Ziegelman Architects	248 644 0600
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
555 S. Old Woodward, Suite 27L, Birmingham, MI 48009	
<b>ADDRESS</b>	

**ATTACHMENT C - COST PROPOSAL**  
**For Expansion and Renovation of Youth Services Section of**  
**Baldwin Public Library**

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work shall be itemized by a dollar amount based on the Phases and elements included in this Request for Proposal as follows:

COST PROPOSAL	
ITEM	BID AMOUNT
Phase 1	
Design Development	\$ 40,162
Construction Documents	\$ 80,324
Phase 2	
Bidding Assistance	\$ 8,032
Construction Administration	\$ 33,130
<b>TOTAL BID AMOUNT</b>	<b>\$161,648</b>

Firm Name Luckenbach | Ziegelman | Gardner Architects

Authorized signature



Date July 30, 2018

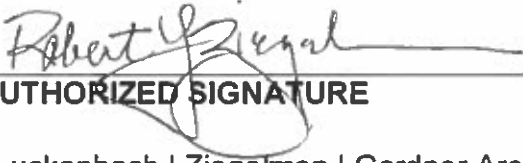
Aug 22, 2018

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For Expansion and Renovation of Youth Services Section of**  
**Baldwin Public Library**

---

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

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

Robert L. Ziegelman FAIA	July 30, 2018
<b>PREPARED BY</b> (Print Name)	<b>DATE</b>
Principal In Charge	July 30, 2018
<b>TITLE</b>	<b>DATE</b>
	rzeigelman@lzarch.com
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
Luckenbach   Ziegelman   Gardner Architects	
<b>COMPANY</b>	
555 S. Old Woodward, Suite 27L, Birmingham, MI 48009	248 644 0600
<b>ADDRESS</b>	<b>PHONE</b>
Luckenbach   Ziegelman Architects	248 644 0600
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
555 S. Old Woodward, Suite 27L, Birmingham, MI 48009	
<b>ADDRESS</b>	
38 345 4414	
<b>TAXPAYER I.D.#</b>	

## **2. Completed Projects**



## DESIGN APPROACH



CONTEXT - BIRMINGHAM CIVIC CENTER



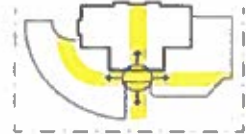
EXISTING STRUCTURE



PHASING



DAYLIGHTING



WAYFINDING



## PROGRAM

The 35,500 sq. ft. Public Library of Birmingham, Michigan wished to undertake a 3 phase "Interior renovation" that would provide well designed, "community oriented", technologically advanced and visually exciting spaces to carry out innovative library services in the 21st century.

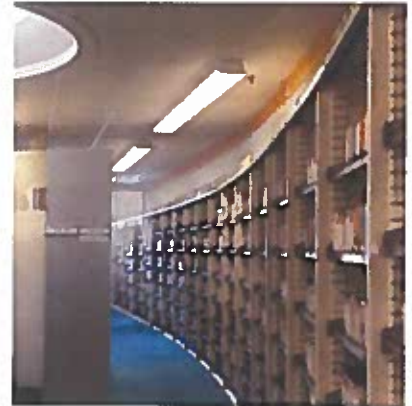
The program for the first phase would begin in the 8500 sq. ft. Gunnar Birkerts designed Adult Services addition (built in 1980). It would include re-allocating space, improve the layout of shelving and seating, create activity and collaboration hubs, establish small group study rooms, promote technological access to information and set the vocabulary for the remaining future phases.

A budget of \$2.1 million for construction and furnishings was set and 9% under budget was achieved. Completed in 2017.

## Baldwin Public Library Birmingham, Michigan



<b>Location</b>	Birmingham, Michigan
<b>Phase I</b>	Adult Services
<b>Area</b>	8,500 sq. ft.
<b>Budget</b>	\$2,100,000
<b>Cost</b>	\$1,915,000
<b>Reference</b>	David Underdown



The Architect's goal was to further integrate the library into the life of the Community and Civic Center, to celebrate and integrate the original 1927 historic building as a common backdrop for the renovation and allow a unified visual and spatial interaction between various functions of the building additions- to create a sense of community and inter-connectivity within the Library.

The introduction of natural and artificial light by glazing the windowless curved limestone wall of the Phase I Birkerts addition (exterior renovation was not in the original program, yet still came in under budget) allowed more light and transparency, to see the community outside while being more inviting to come inside.



LUCKENBACH|ZIEGELMAN|GARDNER ARCHITECTS PLLC

BIRMINGHAM, MICHIGAN



A central way-finding path and dropped wood slatted ceiling was created to clearly interconnect activities within the remodeled space and other parts of the library (future phases) in addition to integrating the building and directional graphics as part of the ceiling.

The original historic 1927 brick structure was cleaned to remove years of paint and bathed in sky lighting between the old and newer remodeled structure(s), resulting in the historic building being honored and celebrated juxtaposed with the modern environment.





## Baldwin Public Library Birmingham, Michigan



<b>Location</b>	Birmingham, Michigan
<b>Area</b>	7,500 sq. ft.
<b>Budget</b>	\$2,342,000
<b>Phase II</b>	Expansion and Renovation of Youth Room

The Youth Room was built in 1960 and freshened in 1981, but requires major updating and expansion to relieve overcrowding. The expansion and renovation would continue the Phase I design concepts in order to serve its young population with the goal of “jumpstarting” their early education. It will enliven the west end of the downtown civic campus. Light will flood into and out of the building, creating a strong connection between the Library, Shain Park, and surrounding buildings. Based on patron input, the following objectives were developed.

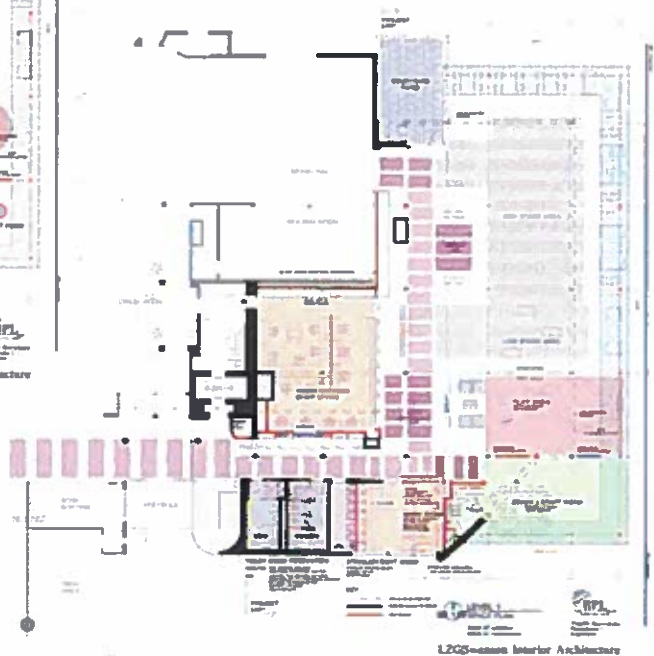
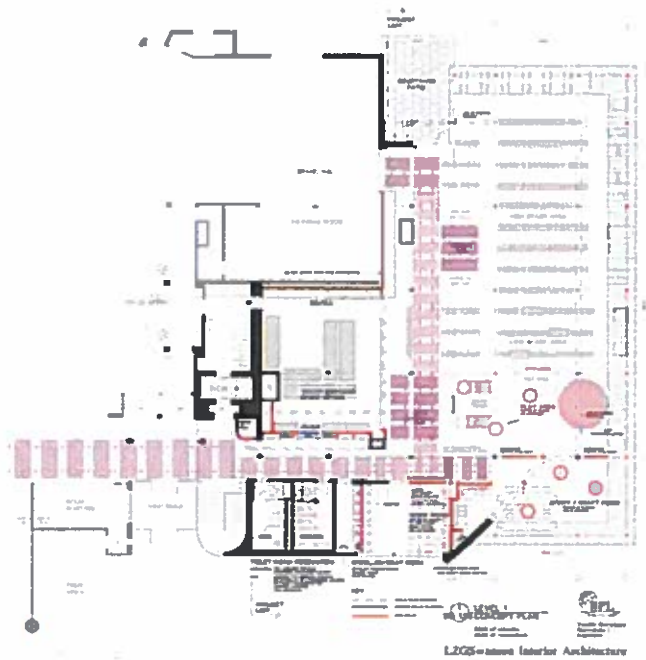
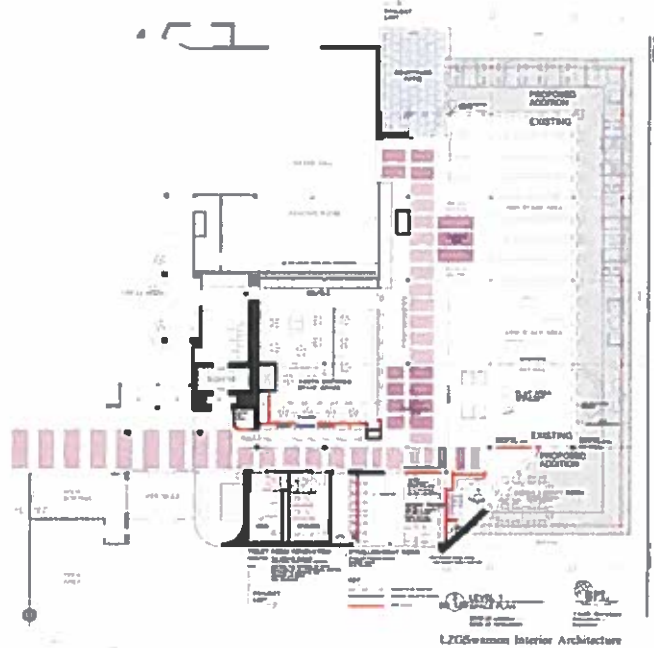
- Expand the Youth room by 40%, or approximately 2,000 sq. ft.
- Renovate and expand the existing space
- Purchase new furniture and fixtures
- make the entire area ADA compliant
- Modernize and increase the capacity of the bathrooms
- Add display cases and a large aquarium, as well as a separate room for strollers
- Expose the brick of the original 1927 building
- Clad the room in energy efficient and glare-reducing glass from floor to ceiling
- Add an outdoor children’s terrace and garden
- Landscape the exterior to integrate it better with Shain Park and The Community House













## Farmington Hills Community Library



Location	Farmington Hills, Michigan
Firm's Responsibility	Complete AE
Design Principal	Robert L. Ziegelman, FAIA
Library Consultant	Dick deBear
Area	(new) 35,000 sq. ft. (renovated) 38,000 sq. ft. 73,000 sq. ft.
Realized Budget	\$12 million
Reference	Beverly Papai, Director 248 848 4301

The existing cast-in-place concrete structure of 38,000 sq. ft. was to have a 37,000 sq. ft. annex added with a skylighted connector link. The new structure was intended to create a building complex related to but not a copy of the existing library. The existing structure would house children and young adult functions while the annex would accommodate adult, assembly and office activities.

The integrity of the 1970's award winning concrete structure was maintained and visually integrated.

The children's area reclaimed from the basement of the existing structure was enlarged and renovated with a theme of circles, triangles and squares. A hands on Learning Center includes a large pin screen, musical instruments, an obstacle course for cognitive development and a touch screen computer.

The Library has incorporated the technical aspects of library management and materials handling. It was the first library in the nation to merge the three state-of-the-art technology systems which include a Dynix automated circulation system, a checkpoint radio frequency identification security system and a Tech Logic automated book return system.

The construction was staged in 3 phases without interruption of service.

## Ann Arbor District Library - Mallets Creek Branch



<b>Location</b>	Ann Arbor, Michigan
<b>Firm's Responsibility</b>	Complete AE
<b>Principal</b>	Carl Luckenbach, FAIA
<b>Area</b>	17,000 sq. ft.
<b>Cost - Budget</b>	\$4.25 million
<b>Reference</b>	Josie Parker Director 734.327.4200

This 17,000 square foot facility is a community-based learning center that delivers superior customer services.

It has a unique sense of place and provides a safe and inviting environment to meet, while providing exhibit space, computers, and internet access, children's services and programming, reference and recreational reading.

The flexible design allows for future program changes and provides modularity in design of the structural, mechanical, electrical and data infrastructures.



This facility incorporates the basic tenants of green architecture to qualify for a gold rating by LEED by incorporating sustainable features such as vegetative roof, convection cooling, radiant heating, native plantings and materials selected on the basis of recycled content recyclability.

**Award:**  
Honor Award for Sustainable Design,  
AIA Michigan



## Ann Arbor District Library - Pittsfield Branch



<b>Location</b>	Ann Arbor, Michigan
<b>Firm's Responsibility</b>	Complete AE and Interiors
<b>Principal</b>	Carl Luckenbach, FAIA
<b>Area</b>	16,000 sq. ft.
<b>Cost - Budget</b>	\$6.2 million
<b>Reference</b>	Josie Parker, Director 734.327.4200

The Ann Arbor District Library (AADL), has embarked on a program of three new 14,000 SF branches to supplement two existing small ones in strip malls.



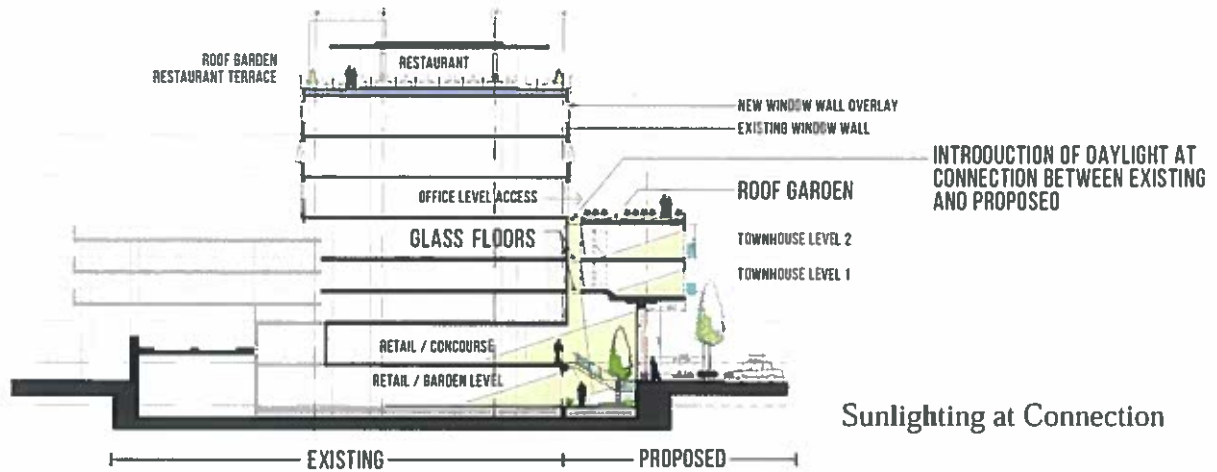
The primary library public functions are grouped in a rectangular plan under the principal form of the building. With the strategic placement of the Service desk, a single staff member can have surveillance of all of the public areas of the building without leaving the desk.



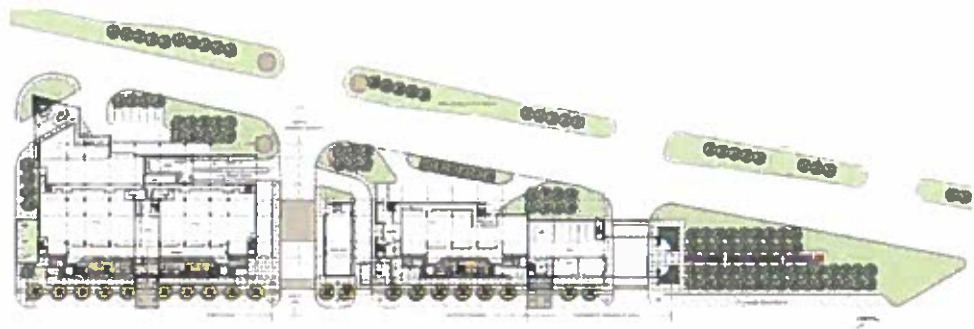
The overriding goal has been to provide a stimulating environment that both attracts and rewards patrons and supports the AADL in its deliver of superior service. With its clarity of plan, airy and open main space, lacy structure and generous daylighting, it has been a great success as measured by door counts, circulation figures, and the many patron compliments.



**Award:**  
Honor Award for Sustainable Design,  
AIA Michigan



Site Plan - Integrating Public Space with overall design concept for additions



COMMERCIAL  
RETAIL

RESIDENTIAL  
RETAIL

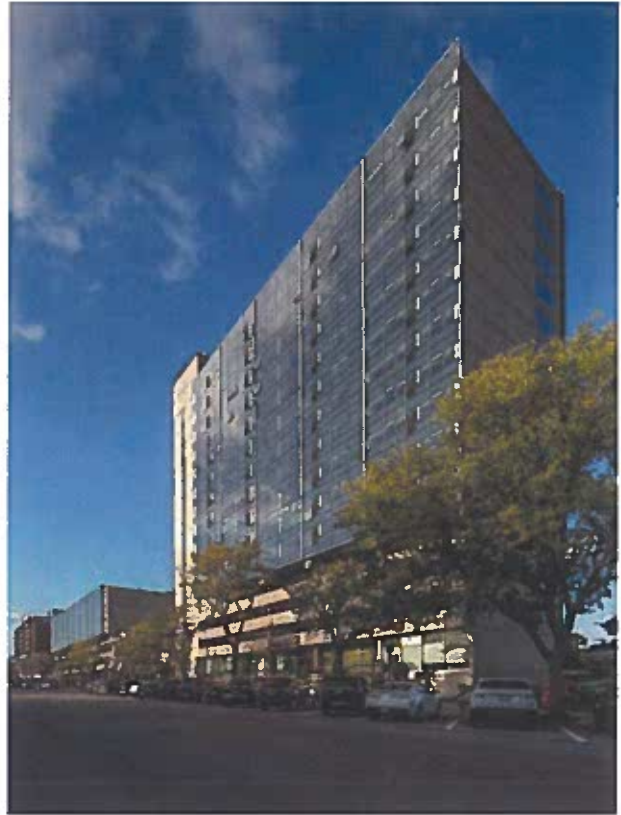
PUBLIC  
PARK



Entry Revitalization

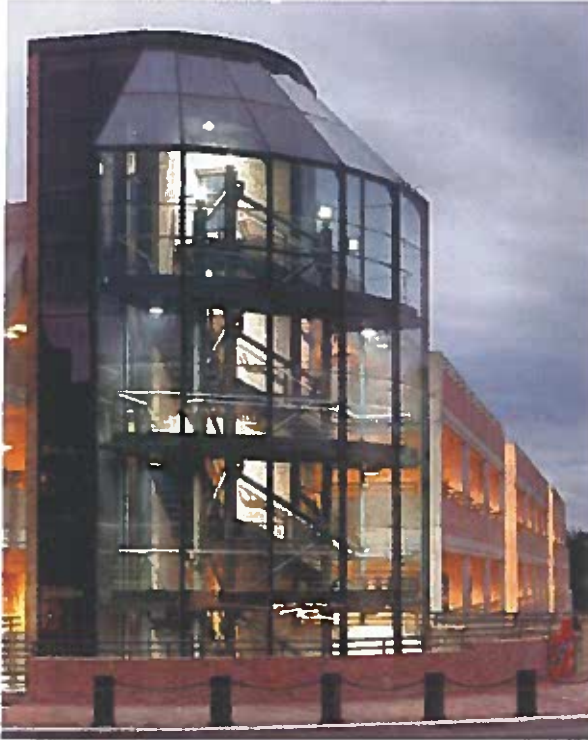


The New Gateway to Birmingham





### Chester Street Parking Structure



#### Awards:

AIA Detroit Honor Award  
AIA Michigan Honor Award  
National Institutional and Congress  
Award of Merit

### William Bell Townhouses



#### Awards:

Architectural Record  
Apartments of the Year  
AIA Detroit Honor Award  
AIA Michigan Honor Award  
AIA National Honor Award  
AIA Michigan 25-Year Award  
Greatest Place to Live Award - City of Birmingham

### Birmingham Fire Station

A 13,000 square foot facility that replaced an existing station on Adams Road and Bowers. It includes four equipment bays and a dormitory. This building was featured on the cover of the Construction Association of Michigan magazine and received an AIA Michigan/Masonry Institute Honor Award.



- 3. Firm's Design Philosophy and Approach**
  - a. 21st Century Public Libraries**
  - b. Concepts for the Future**
  - c. Role of the library in a municipal civic center**



### Design of Libraries

For factors that are important in design of libraries, i.e. re-envisioning 21st century libraries - we have turned to the Aspen Institute Study for a concise review highlighting some of the factors we believe are essential and fit the parameters that the Baldwin Library is achieving through design and community outreach. They are:

**People** - The public library is a hub of civic engagement, fostering new relationships and strengthening the human capital of the community.

**Place** - The Public library is a welcoming space for a wide range of purposes - reading, communicating, learning, playing, meeting and getting business done. The library is also a virtual space where individuals can gain access to information, resources and all the rich experiences the library offers. In the creative design of its physical and virtual spaces the public library defines what makes a great public space.

**Platform** - The Public Library is user-centered. It provides opportunities for individuals and the community to gain access to a variety of tools and resources with which to discover and create new knowledge.

**Strategy** - Aligning library services in support of community goals and provide access to content in all formats i.e. universal broadband technologies, e-books and other digital content on the same basis as physical versions.<sup>1</sup>

The library's ability to embrace change should be reflected in its physical flexibility.<sup>2</sup>

The public library is a place for the community to experiment and collaborate, to gather and engage, and to explore and confront important community issues.

It must take proactive and sustained steps to brand the library as a platform for community learning and development and the center of civic pride.

This civic pride in Birmingham should be reflected in the libraries recognition that it is an essential part of the Civic Center and attaches itself to it. The library should physically relate to the Park and the Community House to create a more visible identity with the Civic Center (See how this was solved in diagrams and phases 1 and 2 by Luckenbach | Ziegelman | Gardner (LZG) in Section 2).

<sup>1</sup> Aspen Institute Study

<sup>2</sup> R. L. Ziegelman

Youth Services "**Let there Be Light**" - both natural and artificial into all parts of the library along with transparency. The feeling of community is enhanced when spaces are open (or divided for sound privacy by glass) and this feels more spacious. Way-finding is easier and less stressful. This includes openings between floors as well. This concept was successfully implemented in the 1st phase of the Adult Services Renovation of BPL, and designed in the second phase by LZG Architects.

Of course, the use of color, materials and textures are an important factor for both comfort and utility, and should also consider environmental sustainability.

A sense of scale in the Youth Area is extremely important. Where we concentrated on raising the ceiling for more height in the Adult Area, we now consider areas in the Youth Section to lower the ceiling and create a smaller scale for the youngest children, such as in the IT, Stacks, and play areas.

The atmosphere or "**aura**" of the Youth Services space should be so strong as to compel children and their parents to keep coming back.

We believe the projects submitted in this proposal demonstrates our solutions put forth above in all or part of what we have designed in the past, and we hope illustrates our deep commitment to this community and contributions to its enrichment through design.

Through our designs to date, the Baldwin Public Library can become the symbol and core of the Birmingham Civic Center, and center of the community.

We are presently working on the 555 Building to become the "Gateway" to Birmingham, both symbolically and through design, while integrating the south end Gateway with the city park, and have completed the Baldwin Public Library Adult Services Renovation which depicts all of our goals.

We have successfully helped transform Birmingham from a village to one of the most desirable communities in the country with our 1966 Master Plan (fully implemented) and 29 award winning architectural and Public Space projects in the CBD.

We have designed, built, and created new zoning for the first in-town housing that created the basis for all in-town attached housing while winning National Honors for our work.

We would very much like to continue to bring our unique, award-winning talents, incredible history and record to fulfill our understanding of Birmingham and its goals to bear on the future planning and present renovation for the Youth Services of the Baldwin Public Library.

**4. Description of Firm and Principals**

**Staff Members**

**Others Associated w/ Firm**

**5. List of Sub Architects and Qualifications**

- 6. Any changes in the staff members assigned to the project (principals, staff, and/or others) will be communicated to the client in writing within two (2) business days.**

### PROJECT REPRESENTATIVE

Robert L. Ziegelman, FAIA	Phone: 248.644.0600
36800 Woodward Avenue, Suite 100	Fax: 248.644.6423
Bloomfield Hills, Michigan 48304	E-mail: rziegelman@lzarch.com

**Luckenbach|Ziegelman|Gardner Architects PLLC** is a full-service architectural, interiors, and planning practice noted for distinctive, responsive and lasting design, environmental responsibility, adaptive reuse, historical restoration and innovative solutions for education, corporate and community clients requiring specific program needs.

**The firm operates on the basis of bringing the finest design and engineering professionals to bear on each project. Assembled during the initial phase, the team members remain together throughout the duration of the project. The size and organization of the firm provides personal attention by the principals and efficient execution of projects of any size.**

**The firm has extensive experience in Library design and Community Design. For the Baldwin Library Renovation of Youth Services, we have brought back together all of our team that worked on your BPL Adult Services Renovation and design of Youth Services Addition and Renovation..**

Luckenbach|Ziegelman|Gardner Architects PLLC (formerly Luckenbach|Ziegelman Architects) has been in business under the present ownership for 25 years. The present staff of 7 with 5 registered Architects holding licenses in Michigan plus a total of ten other states. The firm is also a member of the USGBC (United States Green Building Council).

Throughout its evolution, the firm has maintained a commitment to the highest standards of professional practice. Perhaps one of the best testimonies to our credentials is the recognition from our peers. Robert Ziegelman, FAIA is a member of the American Institute of Architects' prestigious College of Fellows. He received the Detroit Gold Medal in 1997 and AIA Michigan Gold Medal in 2003. Our work has received over ninety design awards from client and professional organizations, was recognized by AIA Michigan as "Firm of the Year" in 2001 and holds the unique record of the most AIA Michigan 25 Year awards in the State. This is a good indication that our designs are solid after 25 years.

### REFERENCES

David Underdown, Director  
Baldwin Public Library  
Birmingham, MI  
248.647.1700

Mark Nichita, FAIA  
Mayor, City of Birmingham  
248.644.1800

Robert S. Kenning, City Manager (Ret.)  
City of Birmingham  
248.642.6161

Luckenbach|Ziegelman|Gardner Architects PLLC  
555 S. Old Woodward Avenue, Suite 27L  
Birmingham, Michigan 48009  
Tel: 248.644.0600 Fax: 248.644.6423  
*Executive Architect*

Chris deBear  
1149 South Main  
Plymouth, Michigan  
734.459.5000  
*Advisor/Childrens Area*

Peter Basso Associates  
5145 Livernois, Suite 100  
Troy, MI 48098  
T | 248.879.5666  
*Mechanical and Electrical Engineering Consultant*

Desai/Nasr Consulting Engineer  
6765 Daly Road  
West Bloomfield, Michigan 48322  
Tel: 248.932.2010 Fax: 248.932.3088  
*Structural Engineering Consultant*

Technology Plus, Inc.  
6978 Cedarbrook Drive  
Bloomfield Hills, Michigan 48304  
Tel: 720.858.8622  
*Information Technology and AV Consultant*

***NOTE: These are the same team members from  
Adult Services and design of Youth Services***

**Proposed Staff Assignments  
and Credentials**



**Luckenbach|Ziegelman|Gardner Architects LLP**

**Robert L. Ziegelman, FAIA** *serves as principal and designer in charge.* He provides familiarity with the local construction market, successful execution of civic library projects; productive collaboration with and coordination of architects and consultants nationwide; and, a familiarity with the community and its government procedures and personnel. He will lead in all major decision making aspects of the project. Bob will be available to, and maintain on-going communication with the client to make sure that the project is continually progressing to the client's satisfaction. Experience as Project Principal, Project Manager, Project Designer includes the City of Birmingham, Farmington Hills Library, Wayne State University Walter Reuther Library, University of Michigan Ross School of Business (9 Building Complex), and the Renovation of Adult Services and design phase of Youth Services for the Baldwin Library.

**John Harrison Gardner, AIA** *will serve as Principal Architect.* John will maintain direct day to day communication with the team throughout the course of the project and will be involved in all details including code requirements and government procedures. John will directly oversee all design development and production work and will coordinate the work of all consultants. His 7 years of experience with LZA included the Farmington Hills Library and Michigan National World Headquarters and the Baldwin Public Library Renovation of Adult Services and Design Phase of Youth Services.

**Karen Swanson, AIA** *will serve as project interior designer* and assist in programming and space allocation and technical detail development. Karen will develop all interior finishes, furnishings and space planning documents assisted by appropriate staff members and consultants. She had 7 years experience with LZA, that includes the Baldwin Public Library Adult Services and Design Phase of Youth Services.

Credentials on consultant firms are located at the end of this section. Our proposed consultants include:

**Chris deBear**  
*Advisor/Children Area*

Chris has had a long relationship with the Baldwin Public Library. He and Bob Ziegelman have collaborated on civic Libraries over the past 13 years culminating in their work together on two of the Farmington Hills Library renovations and addition, along with collaboration on the Adult Services and Youth Services for BPL with the LZG team.

**Desai/Nasr Consulting Engineers, Inc. Structural Engineer**

Desai/Nasr Consulting Engineers Inc. has provided engineering services to Luckenbach/Ziegelman Architects for 30 years and is one of the Detroit areas largest, award-winning structural engineering firms. With 13 dedicated engineers on staff, Desai/Nasr is able to take on a greater number of projects than most other structural engineering companies in the region. Established in 1980, Desai/Nasr Consulting Engineers, Inc. is a corporation registered in the State of Michigan and a **certified minority business enterprise**.

Jay Desi, license #6201020603 will be principal-in-charge and has worked on most of Luckenbach/Ziegelman Architects

**Selected Projects**  
Farmington Hills Community Library  
Frederick Douglas Library  
Grosse Pointe Public Library  
Tappal Hall - Fine Arts Library  
Lubavitch Foundation Library  
Baldwin Public Library

**Peter Basso Associates**  
*Electrical and Mechanical Engineering*

Recognized as a leader in mechanical engineering and electrical engineering, Peter Basso Associates is an MEP Consulting Firm at the forefront of application of new technology, and balancing performance with cost. In fact, a Peter Basso Associates system focuses on cost-effective solutions that pay returns over the life of the facility.

PBA's role on the project will be to provide preliminary assessment of overall electrical and mechanical systems and coordinate with AV and technology systems

**Selected Projects**  
Royal Oak Public Library  
Detroit Public Library  
Warren Public Library  
Howell Public Library  
Kalamazoo College Upjohn Library  
Baldwin Public Library

**Technology Plus, Inc.**

*Audio Visual Acoustic and  
Library Systems*

Technology Plus, Inc. is an independent consulting firm specializing in technology solutions for voice, data, video and wireless applications. As an independent consultant, they provide to clients an unbiased analysis and recommendation for their technology solutions. This criterion allows Technology Plus to provide a truly objective, technical opinion that can be utilized for sound, fact-based decision-making. Technology Plus has grown over the past 12 years by specializing in voice data and video systems and keeping abreast of new library technologies as they emerge. Technology Plus is based in Denver, Colorado with a local Birmingham office.

Technology Plus' role on the project will be that of advisor for design and specification of technology cabling and AV infrastructure when required.



**Education**

Massachusetts Institute of Technology, Master of Architecture  
University of Michigan  
Bachelor of Architecture

**Professional Experience**

Partner, Principal,  
Luckenbach|Ziegelman  
Architects PLLC, Bloomfield  
Hills, Michigan 1980- Present  
Partner, Principal, Ziegelman  
and Ziegelman Architects,  
1964-79

Minoru Yamasaki, 1963-64  
Eero Saarinen and Associates,  
1959-62

**Teaching Experience**

Adjunct Professor, University  
of Michigan, 1984-1994  
Visiting Critic/Lecturer,  
Massachusetts Institute of  
Technology, Univ. of Pennsylva-  
nia, Univ. of Wisconsin,  
Lawrence Technological  
University, University of  
Detroit

Mr. Ziegelman has been Principal-In-Charge of more than 300 major buildings including 4 public and 3 university libraries in addition to various civic buildings, such as the BPL Renovation of Adult Services and Youth Area, Fire Station in Birmingham, Ypsilanti City Hall, and Affirmations Community Center in Ferndale. He has been able to synthesize the design of connecting and integrating historic buildings with contemporary additions that completely relate to their urban environment such as the Bell Townhouses in Birmingham, and the Matilda Wilson Aviary in Detroit and the Art History Library at the University of Michigan. All winning national acclaim. His work on the Birmingham Public Library integrated an existing modern building with an historic 1927 and 1960's mid-century modern addition and incorporating high technology to keep the library efficient and seamless and the combined library improvement flexible and in total harmony.

Few firms or architects enjoy the privilege of exerting such a significant impact on the place where they live and practice. Bob's body of work is matched by the firmly held belief that architects have a responsibility to be active members of their communities, both **through individual participation in civic affairs and undertaking commissions that contribute to the quality of the physical environment which results from a deep understanding of the community's needs and desires.**

Bob and Carl Luckenbach were members of the original "Civic Design Committee" that developed the basis for Birmingham's 1966 Plan. Over the past 40 years, Bob and later as Luckenbach|Ziegelman Architects, have designed 40 projects in the CBD that have won 29 design awards from AIA Michigan, AIA Detroit, Masonry Institute and the City of Birmingham which has helped to establish Birmingham being recognized as one of the outstanding communities in the country. Bob understands the synergy between the Baldwin Library and its position at the center of civic life.

Bob is the Founding Principal of Luckenbach|Ziegelman Architects PLLC and currently Luckenbach|Ziegelman|Gardner with completed works that span from coast-to-coast and have been honored with more than 90 design awards from the National, State and Local components of the American Institute of Architects.

**Civic and Library Projects (partial list)**

Baldwin Library, Birmingham, Michigan  
Farmington Hills Library - Farmington Hills, Michigan  
Farmington Branch Library, Farmington, Michigan  
Art History Library, University of Michigan, Ann Arbor, Michigan  
Reuther Library - Wayne State University  
Adams Road Fire Station, Birmingham, Michigan  
Police Building, Farmington Hills, Michigan  
Affirmations Community Center - Ferndale, Michigan



**Education**

University of Michigan,  
Masters of Architecture  
University of Michigan,  
Bachelor of Architecture  
Michigan State University  
Bachelor of Landscape  
Architecture

**Accreditation**

American Institute of  
Architects: Member  
Registered Architect:  
State of Michigan

**Honors and Awards**

AIA Design Awards

As the Principal Architect, John will directly oversee all design development, and production work and will coordinate the work of all consultants.

With over 30 years of architecture, design and construction experience in the community and club, municipal, retail and residential markets, John has extensive experience in project development, from programming and schematic design through completion of construction (including the BAC). He has been directly responsible for all or part of design, production and management for the listed relevant projects while at Gardner + Associates Architects, Luckenbach|Ziegelman|Gardner Architects and Kevin Roche John Dinkeloo and Associates, and including the Baldwin Public Library.

**Selected Projects**

Luckenbach|Ziegelman|Gardner Architects (est. 2014)

**Multi-Use** - 555 Old Woodward Renovation, Birmingham, Michigan

**Library** - Baldwin Public Library Renovation, Birmingham, Michigan.

**Automotive** - Fred Lavery Audi - Range Rover Service Facility,  
Birmingham, Michigan

Gardner+Associates Architects (est. 1991)

**Residential** - 50+ custom residential homes, cottages, additions, renovations in the States of Michigan, Arizona, South Carolina & New York

**Church** - Grace Baptiste Church Expansion & Master Planning Birmingham, Michigan

**Club/Athletic** - Michigan Golf Academy, Novi, Michigan

Birmingham Athletic Club Addition/Renovation, Bloomfield Twp., Michigan

Elk Ridge Golf Club - Clubhouse, Atlanta, Michigan

**Office/Retail/Clinical** - Centra Transport Terminal Building Project, Sterling Heights, Michigan

Cat Practice Veterinary Clinic, Birmingham, Michigan

Oakland Veterinary Referral Services, Bloomfield Hills, Michigan

Cingular, AT&T, Sprint Terminal Building, Detroit Zoo, Detroit, Michigan

1740 Office Building Renovation/Addition, Troy, Michigan

Bortz Health Care - Existing Facility Renovation Feasibility Studies, Livonia, Lake Orion, Detroit, Michigan

Fustini's Olive Oil, Traverse City and Ann Arbor, Michigan

**Adaptive Re-Use** - Canfield Plaza + Mid-Med Lofts, Detroit, Michigan

**Restaurant** - The Flytrap, Ferndale, Michigan



**Education**

University of Illinois  
Masters of Architecture  
University of Michigan,  
Bachelor of Fine Arts

**Accreditation**

American Institute of  
Architects: Member  
Registered Architect:  
State of Michigan

**Honors and Awards**

AIA Design Awards (3)  
Detroit Home Award (2)  
Detroit Award  
People's Choice Award

Ms. Swanson concentrates on all interior design aspects of projects including communication between members of the design team, consultants, and the client. She is well versed in the development of complex contract designs and space planning. As a participant of the design team, she contributes her experience and creativity in programming feasibility studies, space planning, furniture selection and specifications and materials and finish selections, and is an integral part of the LZG team for the BPL work.

Ms. Swanson began her professional career working with the Chicago firms of Loeb, Schlossman, Hackl Architects. Environ Architects and the world renowned firm of Tigerman, McCury Architects, then onto Luckenbach Ziegelman Architects. In 1992 she formed a partnership with her father, Robert Saarinen Swanson and in 1999 with Glenda Meads. Karen is currently serving as the new Director of Interior Architecture at Lawrence Technological University.

**Position Held in Academics Institutions**

**Lawrence Technological University**

Director of Interior Architecture, College Professor,  
College of Architecture and Design, 2012 - present

**University Of Detroit Mercy School of Architecture**

Adjunct Faculty, Masters Design Studio, 2007 – 2012.

**University Of Detroit Mercy School of Architecture**

Adjunct Faculty, Undergraduate Design Studio, 1993, 1994

**Position Held in Architecture Practice**

**Rosseti Architects** April 2012 – September 2012

Consultant - Project Manager for USTA Campus projects

**Karen Swanson AIA I Architectural Planning and Design**

Principal, Commercial, Institutional, Residential 2010 – present

**Swanson Meads Architects** Principal

Commercial, Institutional, Residential 1998 – 2010

Consultant - Interior Space Planning-Cranbrook Academy of Art Library.

Consultant - Interior Design & Space Planning-Farmington Hills Public Library=

**Swanson/swanson Architects** Principal, 1993 - 1998

**Luckenbach Ziegelman Architects** 1989 - 1993

**Tigerman Mccurry Architects** Chicago, IL 1988 - 1989

**Environ Architects** Chicago, IL 1987-1988

**Position held in Interior Design Practice**

**Loeb Schlossman & Hackl Architects** Chicago, IL 1984 – 1987

**JAYANT P. DESAI, PE, SE, SECB, CBIE**  
**Principal, Structural Engineer, President**

Jay Desai founded Desai/Nasr Consulting Engineers in 1980 and has been instrumental in the company's evolution to one of the largest and most well respected structural consulting firms in Michigan. Jay's experience includes structural analysis and design of major and award winning structures including educational facilities, recreational facilities, office buildings, parking structures, retail centers, convention centers, healthcare and research facilities, airports, religious facilities, housing complexes as well as major renovation projects.

As Structural Principle in Charge of the project, Jay will coordinate the team and review the structural design. He will provide leadership and coordinate the structural engineering effort to ensure the quality of design is in line with the project goals. With over 30 years of managing multiple large projects and as President of Desai/Nasr, Jay will use his vast experience to ensure that quality structural design is implemented and the project goals are achieved.

**Representative Projects**

Zahnow Library - Saginaw Valley University  
Baldwin Public Library - Birmingham, Michigan  
Farmington Hills Community Library  
Veterans Memorial Library – Trenton, Michigan  
Grosse Pointe Public Library  
Northville Municipal Complex  
Northville City Center Upgrade  
Grosse Pointe Park – Police, Public Safety  
City of Richmond Municipal Offices  
Southgate Community Center  
Saline City Hall & Police Station

**Education**

Bachelor of Civil Engineering, M.S. University of Baroda, India  
Master of Science in Civil Engineering, University of Illinois Urbana, Illinois  
Major - Structural Engineering  
Minor - Soil Mechanics and Foundations  
Protective Construction and Investigative Engineering

**Licenses and Registrations**

**Registered Professional Engineer**

**Registered Structural Engineer – Illinois, Arizona**

**Professional Affiliations**

American Society of Civil Engineers  
National Society of Professional Engineers  
American Concrete Institute  
American Welding Society  
Precast / Prestressed Institute  
International Concrete Repair Institute  
American Association of Steel Construction  
Structural Engineering Association of Michigan  
Structural Engineering Association of Illinois



**George A. Hopkins, Principal, Lead Mechanical Engineer**

As Lead Mechanical Engineer, George is involved in the mechanical design and layout of HVAC, piping and control systems; the computer analysis of building heating and cooling loads and equipment selection; and central heating, chilled design.

George's work experience of nearly 30 years includes whole building energy simulations using multiple energy software platforms for both new and existing buildings to evaluate potential energy saving strategies. This includes the evaluation of building envelope enhancement, lighting energy reduction and lighting control, HVAC system selection, HVAC energy recovery system, solar heating hot water, solar domestic hot water, etc.

His education includes studies towards an Associate of Science from Macomb Community College and studies towards an Architectural Design Degree from Lawrence Technological University.

He is also a member of ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers).

**Eric M. Graettinger, PE, LEED AP BD+C,  
Senior Associate, Lead Electrical Engineer**

Eric's responsibilities as Lead Electrical Engineer include the technical production of a project, such as system design and layout, product research, documentation and drawing review submittals, and field investigations. He also monitors the budget and schedule throughout the course of a project.

Eric has been involved in the design of specialty indoor and outdoor lighting systems, medium and low-voltage power distribution systems, fire alarm systems, emergency power distribution systems, power system evaluations, studies for existing primary and secondary distribution systems, and facility condition studies.

Eric's 19 years of electrical engineering experiences includes both new construction and renovation of retail, commercial, institutional, government, corporate and prototype facilities.

He holds a Bachelor of Science in Electrical Engineering from the University of Detroit Mercy. In addition, he is a Registered Professional Engineer in Michigan, Arizona and Nevada and is USGBC LEED Accredited.

He is a member and past President of the Detroit Section of IESNA (Illuminating Engineering Society of North America).

## **7. Client References and Recommendations**



FROM:

David Underdown, Director  
Baldwin Public Library  
Birmingham, Michigan 48309

TO: BAC

RE: BAC Master Plan

As a member of The Baldwin Public Library Board and the BPL Construction Committee for the Adult Services renovation just completed, we are 'popping our buttons' with pride about how this group has enhanced the library's beauty and functionality. The end result of the Adult Services renovation has been acclaimed by hundreds of library patrons.

The team at Luckenbach, Ziegelman, Gardner were outstanding people to work with and the project was completed on time and \$150,000.00 under budget. It could not have been a better scenario. I have been repeatedly impressed over the last 2-1/2 years watching LZG develop concepts and carry them through to completion of the \$2.2 million project for the City of Birmingham and Baldwin Public Library. They faithfully participated in our monthly and sometimes weekly Construction Committee meetings as well as meetings with City officials. They were quick to respond and very hands on as issues arose. As in any renovation, unforeseen matters appear, and LZG worked through the complexities to keep things moving and to make sure that the intended results were achieved.

Because of our experience with LZG I highly recommend this team for the BAC project. I would be more than happy to address the BAC Board to answer any questions they may have.

Sincerely yours,

David Underdown

---

## Comments on the Adult Services Renovation from the Flip Chart and Patron Comments

---

- The floor plan is surprisingly open.
- 11 out of 10. This is cool!
- So nice and airy.
- I like it a lot. Thank you.
- Wow!
- Beautiful and unique.
- 10 out of 10. Would visit again.
- Great use of my "taxpayer" dollars!
- Love the study rooms and the copious number of outlets.
- Nice!
- Stunning! Glad you can see the old exterior walls now!
- Nice natural lighting.
- Groovy
- Great use of taxpayer money. Etch glass wall of book return at least half way up from floor. The look is incongruous with the rest of the lovely, light, inspiring space.
- Love it, great renovation! Gives this place a nice touch.
- Amazing
- Awesomel!
- Very spiffy. Love it! A++
- Good
- It is cool!
- Wow!
- Love the DVDs section
- I love it! I saw a preview of the plans and it's even better than my expectations. Thanks so much!
- Amazing!
- Very pretty. Different, but nice.
- It looks pretty good.
- Love it!!! Thank you
- Gorgeous!
- Fantastic!
- Windows! Windows! Windows! XOXO. Also, I like seeing the brick! Well done!
- Picture of sun saying: I love the lighting. Imitation is the sincerest form of flattery.
- Love seeing the old Children's Entrance after so many years...brought back happy memories!!
- Love it.
- Wow nifty galifty!
- Can't wait to bring the kids back in. Wonderful update!
- Worth the wait!
- Super neat. Wish it was like this when I was younger.
- Love the clean, fresh design.
- Love the windows! Even those that were always there but no one knew.
- Love the regeneration/renovation – very shiny, geometrical.
- Awesome modern look! Love the light and interior walls! Great job!!!
- I love the windows! The exposed brick and stonework are beautiful. Great mix of new modern and old classic!
- The library looks wonderful! I love all of the windows and the new seating areas. Thank you!
- Great!!
- Great lighting! Good for anyone who is light-sensitive.
- Very nice!
- Like it!
- Great space!! Love the openness!
- Such a lot of thoughtful use of space and love the lime green – my favorite color!
- It is a lot nicer. Never seen anything like this.
- Spectacular! Very nice new layout and environment. What a difference!
- Love the energy!
- Looks lovely!!

- It's beautiful and inspires me to learn
- The new renovations are purrfect!
- Great staff!
- It's beautiful, airy and light!!
- Fabulous!
- Amazing
- Bright! (but in a good way)
- Love the original building coming through!
- Has a lot of room. It's colorful. It has 4 yellow fat chairs!
- It makes me want to study!
- Modern looking
- I like the yellowish green carpet.
- Wow!
- Has a lot of light. Very modern feel.
- Great!!
- Looks very neat and open.
- More space
- Really nice
- Beautiful
- Love!!
- Looks nice
- Outstanding!
- Wow! Bravo!
- 10/10
- Fantastic décor and lots of seating options for casual readers or students studying! Love it!
- P.S. The return bags box needs to be sent to the glue factory.
- Fabulous! Excellent adaptation of old and new! Brought back many, many memories of original.
- We love the area so much!
- Study rooms are amazing!
- Excellent renovation, competent staff!
- Wow!!! Beautiful. The new computer lab is awesome!
- Sweet!
- Wow!
- Fabulous!!
- Cool
- Wow!
- Wow!
- Amazing!

- Awesome
- Nice
- Love the light!
- Beautiful. Thank you!
- I love it! It is very open and this renovation was long overdue! I will try to check books out even more. It is much easier and very exciting! Keep up the great work, Baldwin! –a fellow book reader!
- I like the brick walls! (really artsy) → LIT!
- Wonderful!!! Thoughts: The staff picks are hidden and down low – tough for us old people. You need a "Quiet please, speak quietly" sign by the reference desk because I suspect folks are so excited about the new place that when they ask questions they are generally real loud! (and I just spent two minutes trying to take the lid off the sharpie when I discovered you click it. When did Sharpie start to be made with clickers?) Still – wonderful. Also, an in-house Starbucks.
- I (heart) the colors, new furniture and windows. Loos great.
- Amazing
- Wow! Looks awesome.
- OMG! So beautiful! I love the sun coming into the library.
- Colorful
- Oh my! Our library is fabulous...and friendly (as always). Thank you.
- It's marvelous!
- Very nice!!
- Lovely! The renovation completes the library! IT is simply amazing!
- O.M.G. Am going to use the renovation spot to write my second book if I ever get to it! Ha-ha. I love it!
- Happy to see my tax money going to such a wonderful cause. It is stunning! Thank you.
- Everything is great, except for signs – you can read them just one-way

(hanging signs and on the glass in computer lab). Thank you.

- Director and Board deserve credit for a job well done. Congrats.
- Congrats to you and us. Great job! PS. Kindly provide "cushions" (removable/optional) to soften the hard chairs in the meeting room. Thanks.
- Architects did amazing job!
- I like the blend of the old and the new!
- Absolutely great, marrying the past, the 80ties and the future! Well done.
- Love the new look! The musical program was fantastic – Thanks so much!
- Congratulations!
- Nice job by architects. Hope they expand young adult section soon. Also, would be helpful to see library expand borrowing items to unconventional and contemporary ideas. Disappointed only a look was new.
- I love it! Great job – love seeing the older parts of the building, such as the leaded glass windows. Bravo! Look forward to the Idea Lab.
- I like it because it is modern!
- Really enjoyed the hot dogs
- Love it
- I like it very much. Love the new library!
- It's awesome!
- Very different...
- Modern and inviting.
- Love, can't stop sitting on furniture!
- It looks so cool!
- It's AMAZING!!
- I think it's very functional, creative and makes people want to come to the library on a new level. I love it!
- The rooms look so much better!
- Beautiful – Incorporates the traditional style with the contemporary!
- How about reading glasses "for borrow"?
- Signs in ceiling are nice.

- Just a suggestion – staff should be as quiet in the teen section as they are in the adult section!
- Very open
- Cool and open
- The renovation is very modern. It also has more books and open areas where people can sit!
- Really like the new signs (above head) – makes it easy to see and find sections.
- Love the natural light. Also love the exposed brick/windows inside.
- Good
- I like the new carpet.
- Love the O's design and transparency – cool!!
- Soft lighting is nice! Should get whiteboards in the study rooms!
- Nice
- Looks cool
- Awesome, cheerful and pleasant.
- Love the open floor plan. So inviting and sunlight is fantabulous!!
- Love it!!
- The design is so FRESH
- Good job!
- Me gusta mucho!
- I (heart) the new library.
- It looks awesome
- It looks amazing
- Old is NEW again!
- It's really spacious! I haven't been here since last summer.
- Modern
- Love the new look
- Nice job mixing the old and new!
- Everything is very clean and love the windows/private rooms.
- Bon treball!
- Martha Baldwin is amazing.
- Stunning
- Bright and cherry
- Amazing!
- AWESOME
- EXCELLENT!!!
- Love it

- It's great.
- Really beautiful!
- This is really cool!
- A fresh look
- Amazing!
- LOVE IT!!!
- It's way better than the old one from before
- So cool
- Very organized and architecturally amazing!
- More computers
- Pretty amazing has a lot more space for fun!
- Excelente!
- Fabulous! Love the light!
- So cool
- The teen section is the best part! A+++
- It looks cool
- Love it!!!
- Looks great!
- Love all the natural light!
- Thank you
- AMAZING
- I like the glass wall
- Cool!!
- Nice
- I like all the windows!
- It's lit!
- Fab renovation!! Great to maintain historical elements. A+
- Good
- I love it!
- Beautiful!
- Modern
- I love it so much!
- I like the labels
- You can only read the signs one way
- Looks great!
- It's fantabulous!
- I like the cool chairs!
- Cool, way better than the old one.
- I (heart) it!
- It's so easy to find things.
- I live here now so it's cool.
- It's a nice place and is great looking.

- Cool!
- Love it!
- Looks good!
- Better signage please
- It is very nice! I like the exposed brick!
- So cool!
- It's very very very very cool!!!
- Very modern! And nice!
- How inspiring. I love the new look.
- I wish there was better blocking for teen room.
- Cool
- I like the new layout. The division of area is nice!!
- The library renovation is brilliant, welcoming, and accessible to all ages! Thank you for your tenacity to get this project done. Thank you for seeking community input. Thank you for greatly improving the quality of life in Birmingham with the astute and masterful improvements to our library.
- The Library looks fantastic. Windows on the outside make it inviting, a place on wants to visit. Looking out from within makes it feel a part of the neighborhood. It feels so fresh and comfortable. The expanse of the new windows compliments the windows on the east side's children's section. It brings great cohesiveness to the Library's south side external appearance.





# FARMINGTON COMMUNITY LIBRARY

---

Mr. Robert Ziegelman, FAIA  
Luzkenbach Ziegelman Architects PLLC  
36800 Woodward Suite 100  
Bloomfield Hills, MI 48304

Dear Bob,

Bob, you should be so proud of the building you designed! I take immense satisfaction in seeing people actually use the facilities that we have discussed/reviewed/changed for the last three years.

At our Library Dedication last Sunday, over 2,000 residents toured the completed library. They checked out over 2,700 items, consumed over 5,000 cookies, and made wonderful comments about how their tax monies were spent on the library.

I made a public comment about this event being the "end of the beginning" for a planning process that was started in 1986. I predict that public use will continue to soar, with our one million plus circulation statistic edging towards two million!

As we close this project, I also want to share with you how personally satisfying it has been for me to associate with you. You have such vision! You are also just fun to be around. I will miss our meetings every two weeks.

I know that we have a few items yet to resolve; however, that time will pass quickly. I hope the amity that evolved with this project will last a lifetime.

With best regards,

Beverly D. Papai  
Director

BDP:dls

**Robert S. Kenning, City Manager (Ret.)**  
**Birmingham, Michigan**

AIA Detroit  
2010 Awards Program  
553 East Jefferson Ave.  
Detroit, MI 48226

Re: Charles Blessing Award

Dear Selection Committee,

I feel honored to recommend Bob Ziegelman for the prestigious Charles Blessing Award. I believe I am uniquely qualified to comment on his commitment, leadership in planning and vision for the future of the City of Birmingham. I served the City from 1965 – 1989 as the City Manager. Recommendations and service by professionally qualified citizens has been one of the keys to Birmingham's success as a place of choice for residents and business owners.

In 1966, Bob Ziegelman, along with several other architects, a landscape architect, and an architect/photographer designed an overall Urban Design plan for Birmingham.

They met for 12 months in the basement of a local Real Estate office and built models and developed visuals to present their ideas to the City and the Public.

The Urban Design Plan was adopted and a Professional Urban Designer/Landscape Architect was hired to complete the documentation.

This Plan included many innovative ideas which were all implemented over the next 35 years.

- A Ring Road servicing truck traffic and thru – traffic.
- Restore and design all alleys in the CBD to pedestrian friendly walkways and spaces for backdoor shopping and service.
- Introduced attached and higher density urban housing in the CBD prior to "new urbanism" techniques.
- Allocated a hotel site in the midst of the CBD that became only 1 of 2 Preferred Hotels in Michigan and home to most celebrities visiting the Metro – Detroit area (The Townsend). Incidentally, every "expert" at the time, considered the center of Birmingham as a bad location for a commercial hotel.
- Located all 5 City Parking Decks which were all built at strategic locations as indicated on the Master Plan.
- Strengthened the existing street pattern system and avoided one –way and street closings that was a prevalent design pattern of the day.
- Implemented street furniture, the Birmingham street lighting and landscape systems that eventually were completed thru-out the CBD.
- Created vistas thru-out the CBD as part of a pedestrian friendly landscape pattern.
- Transformed the CBD into a world class, pedestrian friendly community.

Because of the above Master Plan, his Civic Participation and award winning architectural projects in the City of Birmingham over these last forty years, which resulted in extraordinary improvements in our urban environment, I strongly endorse Bob Ziegelman for the Charles Blessing Award.

Sincerely,

  
Robert S. Kenning, City Manager (Ret.)

AIA/Detroit  
Beaubien House  
553 East Jefferson  
Detroit, MI. 48226  
313.965.4100

RE: AIA Detroit 25-Year Award



AIA Detroit Recognition's Committee,

The Bell Townhouses in Downtown Birmingham have been a part of the urban landscape for nearly three decades. During these years, the project has been meticulously maintained and continues to be used as it was initially intended. With the preservation of the historical home on the site, and the addition of the properly scaled multiple housing units, the character of the street and the neighborhood was solidified.

As a walkable community, Birmingham has greatly benefited from this development as it contributes to the pedestrian scale of Brown Street. A few years ago, as a member of the Birmingham Planning Board, I advocated changing the zoning along this street to accommodate similar developments using the Bell Townhouse development as precedent. This significant planning and zoning alteration, with the Bell project setting an example, has allowed for numerous townhouse developments to be constructed over the past decade. This increase in density and diverse dwelling units is consistent with the plan and vision of the downtown and adjacent neighborhoods.

I fully support the William Bell Townhouse project for an AIA 25-Year Award and feel that it will contribute to the landscape of Downtown Birmingham for many years into the future.

Mark Nickita, AIA  
President

**Archive Design Studio • architects+urbanists**  
Detroit • Toronto  
313.963.6687  
[www.archiveds.com](http://www.archiveds.com)



## **8 & 9. Project Timeline and Overall Approach**



## **SCOPE OF WORK**

The Architect shall perform the following services in accordance with the requirements as defined herein.

### **Overview**

The Baldwin Public Library—located at 300 West Merrill in downtown Birmingham—was built in 1927, with major additions completed in 1960 and 1982. The original building was designed by Marcus Burrowes; the 1960 addition was designed by Linn Smith; and the 1982 building was designed by Gunnar Birkerts.

The main purpose of this RFP is to secure design development, construction drawings, bidding assistance, and construction administration services for the expansion and renovation of the Youth Services section of the Baldwin Public Library, based on a concept plan previously developed by Luckenbach|Ziegelman|Gardner Architects. That design is detailed in Attachment E.

### **Program Confirmation**

- 1) Assist Library in determination of responsibilities, procedures, and schedule requirements. The Library will be responsible for documentation of all meetings associated with the Project.
- 2) Review existing studies, space programming, layouts and designs provided by Library with regard to the Scope of Work of the project. Provide early advice to the Library on possible changes to the objectives to assure feasibility, quality, meeting cost budget, and minimizing reductions in service during construction.
- 3) Confirm with Library the professional fees and the schedule.

## **PHASE 1**

### **Design Development**

- 1) Based on the conceptual/schematic designs of January 27, 2018, develop Design Development Documents for the Library's approval. The process will include meetings with Library staff to hear their opinions, meetings with Library administration and the Library Board Building Committee, and a presentation to the Library Board.
- 2) The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents—including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems—to fix and describe the size and character of the Project as to architectural; interior design; structural, mechanical, and electrical systems; and landscaping (children's terrace, children's garden, landscaping along Bates Street, etc.)—including lighting, acoustics, and internal materials and finishes—and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- 3) The Architect shall update cost estimates (including a line-by-line breakout of all fees, architectural costs, construction costs, furnishings, shelving, technology, and construction and design contingencies) and submit them to the Library.
- 4) The Architect shall update the project phasing plan and construction timeline and submit those to the Library.
- 5) The Architect shall provide up to 3 renderings of internal and external features suitable for public viewing and preliminary code compliance review by the City's Building Department.
- 6) The Architect shall ensure that all proposed work—including mechanical and electrical—will not compromise possible future modifications and additions to the building.
- 7) The Library will determine, in consultation with the Architect, if a library planning consultant is needed and, if so, the extent of the involvement.



### Construction Documents

- 1) Construction documents shall include, but not be limited to, detailed civil, architectural, engineering, and shop drawings for the construction of this project.
- 2) Based on the Library's approval of the Design Development Documents and the Library's authorization of any adjustments in the Project requirements and the budget for the cost of work, the Architect shall prepare Construction Documents for the Library's approval.
- 3) The process will include meetings with Library staff, the Library Board Building Committee and the City's Building Department.
- 4) The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings, specifications, and structural calculations, setting forth in detail the quality levels of materials and systems. Any and all terms and conditions associated with construction documents will be subject to the review and approval of the City.
- 5) The Architect shall provide 4 sets of the competed construction documents to the City's Building Department for code compliance review.
- 6) The Architect shall make any necessary updates to the cost estimates.
- 7) The Architect shall ensure that all work proposed—including mechanical and electrical—will not compromise possible future modifications and additions to the building.
- 8) Design Development and Construction Documents shall be completed by December 20, 2018.
- 9) The architect will not exceed the timelines established for the completion of this project, and will be available according to the proposed timeline.
- 10) the architect will be responsible for any changes (within the scope of the work) necessary for the plans to be approved by the client.

## **PHASE 2**

### **Bidding Assistance**

1. The Architect, following the approval of the Construction Documents and the latest preliminary cost estimate of construction cost, shall assist the Client in obtaining bids and shall assist in the bidding process by:
  - a) Assisting the Client in the preparation of the Architectural specifications for the City's bid documents.
  - b) Assisting the Client by participating in a mandatory pre-bid meeting with bidders for construction.
  - c) Assisting the Client in the preparation of responses to questions from the prospective bidders and providing clarifications and interpretations of the bidding specification documents to all prospective bidders in the form of addenda.
  - d) Assist in the evaluation of bids for the selection of a construction contractor.

### **Construction Administration**

1. The Architect shall assist the City in providing administration of the construction project. The Architect's responsibility to provide assistance under this section of the Scope of Work shall commence upon the award of the initial contract for construction and terminates upon the payment of the final payment to the construction contractor.
2. The Architect shall be a representative of and shall advise and consult with the City during the administration of the contract for construction. The Architect shall regularly advise and consult with the City during the construction phase.
3. The Architect shall visit the site and may be accompanied by a representative of the City's Building Department at intervals appropriate to the stage of construction, or as otherwise agreed by the City and Architect, (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the work completed, (2) to endeavor to guard the City against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the contract documents. However, the Architect shall not be required to make exhaustive continuous on-site inspections to check the quality or quantity of work. The Architect shall neither have control over or charge of, not be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

4. The Architect shall report to the City all known deviations from the contract documents and from the most recent construction schedule submitted by the construction contractor. However, the Architect shall not be responsible for the construction contractor's failure to perform work in accordance with the requirements of the contract documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the construction contractor, subcontractors, or their agents or employees, or of any acts of any other persons or entities performing portions of the work.
5. The Architect shall, at times outlined in this RFP, have access to the construction site to facilitate its visits.
6. Except for code compliance or permit related issues as deemed necessary by the City, the Architect shall serve as the primary contact in communicating with the construction contractor concerning matters arising out of or relating to the construction documents. Communications by and with the Architect's consultants shall be through the Architect.
7. The Architect has the authority to reject work that does not conform to the contract documents, following consultation with the City.
8. The Architect shall review and respond to requests for information about the contract documents.
9. The Architect shall maintain a record of submittals and copies of submittals supplied by the construction contractor.
10. The Architect may authorize minor changes in the work that are consistent with the intent of the contract documents and do not involve an adjustment in the contract sum or an extension of the contract time, upon review and approval by the City and Library.
11. The Architect shall conduct inspections to determine the date or dates of substantial completion and the date of final completion.
12. The Architect shall prepare change orders and construction change directives, with supporting documentation and data if deemed necessary by the City for the City's approval and execution in accordance with the construction documents.
13. The Architect shall review and certify the amounts due the construction contractor to the designated City representative.

August 30, 2018

Mr. Joseph A. Valentine, City Manager  
**City of Birmingham**  
151 Martin Street, P.O. Box 3001  
Birmingham, MI 48012-3001

***Re: Lease Agreement between Birmingham Public Schools and City of Birmingham***


Dear Mr. Valentine:

You will find enclosed the renewal of the Lease Agreement between the Birmingham Public Schools and the City of Birmingham for the two (2) tennis courts adjacent to Quarton School fronting Oak Blvd.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

**BEIER HOWLETT, P.C.**



Timothy J. Currier

TJC/jc  
Enclosure

**SUGGESTED RESOLUTION TO APPROVE  
THE LEASE AGREEMENT**

**RESOLUTION TO APPROVE THE RENEWAL OF THE LEASE AGREEMENT BETWEEN THE  
BIRMINGHAM PUBLIC SCHOOLS AND THE CITY OF BIRMINGHAM AND AUTHORIZE  
ITS EXECUTION BY THE CITY MANAGER**

**6B**

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is effective as of July 1, 2018 ("Effective Date"), and made and entered into by and between **BIRMINGHAM PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 31301 Evergreen Road, Beverly Hills, Michigan 48025 ("Landlord") and the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 ("Tenant"). Landlord and Tenant may each be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

- A. Landlord and Tenant entered into a long-term lease dated October 22, 1963, for a term of ten (10) years, which lease automatically extends from year to year unless terminated pursuant to the terms of the lease (hereinafter collectively the "Original Lease").
- B. The Parties desire to amend the Original Lease and through the terms and conditions of this Lease allow extensions of the Lease Term, which Lease Term shall commence on the Effective Date, and shall automatically renew on an annual basis on July 1st of each year until terminated pursuant to the terms and conditions hereof.
- C. It is the Parties' intent that on the Effective Date this Lease shall supersede and take precedence over the Original Lease, as the Original Lease is hereby amended and restated in its entirety as if the same had been originally incorporated therein.

NOW, THEREFORE, in consideration of the mutual promises herein contained the Parties hereto agree as follows:

1. Leased Premises: Landlord hereby leases to Tenant and Tenant leases from Landlord certain real property and any improvements thereon, specifically the two (2) standard sizes surfaced and fenced in tennis courts, located at the southeast corner of Glenhurst and Oak adjacent to the School District's Quarton Elementary School in the City of Birmingham, which is legally described and depicted on **Exhibit A**, which is attached hereto and incorporated herein by reference (the "Leased Premises").

2. Term: The term of this Lease shall commence on the Effective Date and shall automatically renew on an annual basis on July 1<sup>st</sup> of each year until terminated pursuant to Paragraph 24 hereof (the "Lease Term").

3. Rent: In consideration of the foregoing and the mutual covenants contained herein, Tenant shall annually pay to Landlord during the Lease Term the sum of One and 00/100 (\$1.00) Dollar ("Rent"). In addition to the Rent payments as herein specified, Tenant is responsible for the payment of any and all utilities, maintenance and repairs to the Leased Premises, insurance, taxes and special assessments levied against the Leased Premises in accordance with the other terms and conditions of this Lease.

4. Use of Leased Premises: Tenant shall use and occupy the Leased Premises and any and all improvements thereon, solely for public park and recreational purposes and for no other purpose(s) without the prior written consent of Landlord. Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises and shall keep the Leased Premises under its control clean and free from rubbish. In the event Tenant shall not comply with these provisions, and Landlord has given Tenant thirty (30) days' prior notification of such situation, Landlord may enter upon the Leased Premises and have any said rubbish removed, in which event Tenant agrees to pay all charges that Landlord shall pay for hauling rubbish.

5. Acceptance of the Leased Premises: Tenant acknowledges that it has occupied the Leased Premises since 1963, has examined the Leased Premises prior to the making of this Lease and knows the conditions thereof. Tenant further acknowledges that no representation as to the condition or state of repairs thereof have been made by Landlord or its agents which are not herein expressed. Tenant hereby accepts the Leased Premises in its present "AS IS" condition as of the Effective Date of the Original Lease. Accordingly, Landlord shall not be responsible for making (or contributing in any way to the cost of making) any changes or improvements to the Leased Premises, or any other aspect of or matter pertaining to the Leased Premises. Tenant hereby releases and discharges Landlord from any and all claims or causes of action which Tenant may now or hereafter have against Landlord in connection with, or arising out of the physical and environmental condition of the Leased Premises and any approved improvements. Tenant's execution of this Lease shall be deemed to be Tenant's acknowledgment that it is satisfied with the condition of the Leased Premises and that Landlord shall not have any obligation to make any improvements or renovations to the Leased Premises. The provisions of this Paragraph 5 shall survive the expiration or sooner termination of this Lease.

6. Alterations and Improvements: Tenant may make alterations, additions, or improvements to the Leased Premises upon understanding that any and all alterations, additions, or improvements made by Tenant, at Tenant's sole cost and expense, upon the Leased Premises shall be removed by Tenant, at its sole cost and expense, upon the expiration or termination of this Lease and the Leased Premises shall be restored to a condition that existed prior to the date of the Original Lease, unless otherwise mutually agreed to by the Parties. All such alterations, improvements, or physical changes shall be done at Tenant's sole cost and expense and shall be performed in a good and workmanlike manner and shall be approved by Landlord in advance. Landlord shall be named as an additional insured on any required insurance coverage obtained in connection with such improvements.

7. Maintenance and Repairs: Tenant shall be responsible for all maintenance of and repairs to the Leased Premises, including the tennis courts, all in the same manner and to the same degree as it does for all of its other park properties, including lawn care and maintenance and snow removal. Tenant must repair and maintain the Leased Premises at Tenant's sole cost and expense. The Leased Premises shall be kept in a good and safe condition. All charges and other costs of every kind and nature in connection with the maintenance, upkeep and preservation of the Leased Premises, including, but not limited to, landscaping, lawn care, grounds maintenance and snow removal, janitorial services and its improvements shall be borne and paid for by Tenant. Additionally, to the extent permitted by law, Tenant shall be responsible for any and all damages

to the Leased Premises caused by the negligence or willful acts of Tenant and Tenant's agents, representatives, employees, invitees and/or licensees.

8. Utilities: Tenant shall pay directly for the cost of any and all utilities, if any, including but not limited to, electricity, gas, water and sewer, and trash pickup, supplied to the Leased Premises during the Lease Term. Landlord shall not be responsible for any loss or interruption of utility services.

9. Insurance:

A. Tenant shall cause the Leased Premises and its improvements to be insured with full replacement coverage against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils" in amounts acceptable to Landlord.

B. Any personal property kept on the Leased Premises by Tenant shall be insured at Tenant's sole risk, and Tenant shall acquire such policy or policies of insurance thereon as Tenant in its best judgment shall determine.

C. Tenant, at its sole cost and expense during the Lease Term, shall maintain and keep in effect on the Leased Premises commercial general liability insurance in an amount not less than One Million and 00/100 (\$1,000,000.00) Dollars for injury to or death of one person, not less than Three Million 00/100 (\$3,000,000.00) Dollars for injury to or death of more than one person, in any one accident or occurrence, property damage insurance with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars, and umbrella coverage in an amount not less than Five Million and 00/100 (\$5,000,000.00) Dollars, including any improvements thereon and any made subsequent to the Effective Date of this Lease, with full replacement coverage against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils" in amounts acceptable to Landlord, and any damage or injuries to persons or property related to Tenant's use. The policy or policies of such insurance shall be endorsed to name Landlord as an additional insured. Tenant shall deliver to Landlord a certificate of insurance of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to Landlord. Tenant may, at its option, bring its obligation to insure under this Paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of Landlord shall thereby be as fully protected as it would otherwise if this option to Tenant to use blanket policies were not permitted.

10. Responsibility: Each of the Parties shall be solely and entirely responsible for its obligations under this Lease and for the acts and omissions attributable to it, or its officers, directors, administrators, agents, contractors, representatives, employees, invitees and/or licensees during the performance of this Lease. Notwithstanding the foregoing, this Lease does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of each Party and shall not be construed to waive the defense of governmental immunity held by any Party to this Lease.



11. Assignment and Subletting: Tenant shall not assign, or in any manner encumber this Lease, nor any part, right, or interest thereof without Landlord's advance written consent, which consent is discretionary in Landlord solely.

12. Environmental Warranty: Tenant represents, warrants and covenants to Landlord the following:

A. Tenant's use of the Leased Premises and its activities thereon shall comply with all "Environmental Laws," "Environmental Law(s)" means any federal, state or local law, statute, code, ordinance, regulation, rule, judgment, order, decree, injunction, permit or restriction or closure, post closure, or remediation plan approved by a government agency or entity, relating to the environment, waste, hazardous substances or hazardous materials and shall include without limitation, and as amended, the Asbestos Hazard Emergency Response Act, 15 USCS Sec. 2641 et seq., the Solid Waste Disposal Act, 42 U.S.C. Sec. 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. Sec 300 et seq., the Rivers and Harbors Act, 33 U.S.C. Sec. 401 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sec. 11001 et seq., the Oil Pollution Act of 1990, 33 U.S.C. Sec. 2701 et seq., and the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.). This definition is intended by the Parties to be amended as the applicable Environmental Laws are amended or enacted during the Lease Term.

B. Tenant shall not disturb, generate, manufacture, refine, use, treat, store, handle, transport, remove, dispose, transfer, produce or process Hazardous Substances on the Leased Premises. For purposes of this Lease, "Hazardous Substances" shall mean any substance or material regulated under any Environmental Law.

C. Tenant shall immediately and promptly notify Landlord of any disturbance, release, discharge, spill or emission of Hazardous Substances on, to or from the Leased Premises, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third party involving violations of any Environmental Law with respect to the Leased Premises.

13. Environmental Responsibility:

A. To the extent permitted by law, Tenant hereby agrees to be fully responsible for any and all fines, charges, penalties, losses, costs, damages, liabilities, cleanup or response activity costs and/or expenses (including reasonable attorneys' fees and actual consultants' fees) incurred by Landlord as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances disturbed, generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Leased Premises by Tenant, or violation of any Environmental Laws,

from and after the date of this Lease by Tenant; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances generated by Tenant; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances in, on, under, above, from or about the Leased Premises caused by Tenant; and (iv) compliance with, defense of, and response to any administrative notice, order, request or demand from any governmental entity or agency related to any Hazardous Substances on the Leased Premises or violation of any Environmental Laws by Tenant.

B. Tenant's responsibility described above specifically includes, but is not limited to, the direct obligation of Tenant to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Leased Premises.

14. Default and Termination: If Tenant shall default in the performance of any covenant of this Lease and shall not cure such default within thirty (30) days after written notice from Landlord specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a thirty (30) day period, and thereafter proceed diligently with the cure thereof) then in any such event Landlord may terminate this Lease at any time thereafter (before such default shall be cured) by giving written notice of the termination.

Upon termination of this Lease, Landlord may without further notice reenter the Leased Premises and dispossess Tenant or any other occupant of the Leased Premises and remove its effects and hold the Leased Premises as if this Lease had not been made, saving and reserving to Landlord any other remedies which Landlord may have for the recovery of rent or damages due or to become due by virtue of this Lease or the breach thereof by Tenant. Should Landlord at any time permit payments of Rent to be made after the time it is due, as stipulated herein, such delays shall not be construed as any waiver by Landlord of its right to have the Rent for said Leased Premises paid monthly in advance. Any failure at any time by either of the Parties hereto to enforce any of the provisions of this Lease shall not be construed as a waiver of such provisions nor of such Party's right to enforce the same upon any subsequent occasion or default.

15. Surrender of Leased Premises: Upon the expiration of the Lease Term, Tenant shall quit and surrender the Leased Premises to Landlord.

16. Mechanics' Liens: Tenant shall pay all costs for construction done by it or caused to be done by it on the Leased Premises as permitted by this Lease. Tenant shall cause all approved construction to occur free from any liens and in compliance with all other applicable laws and ordinances. If any such construction liens shall attach, Tenant shall bond it off or otherwise cause it to be discharged within fifteen (15) days from the date of its filing.

17. Compliance: Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Municipal, County, State, and Federal authorities affecting use of the Leased Premises as a park, if any.

18. Challenge: Landlord, although presently unaware of any such non-compliance, does not covenant that the Leased Premises are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the Leased Premises for the purpose intended through this Lease.

19. Taxes and Special Assessments: If the Leased Premises are placed on the tax assessment rolls based upon Tenant's usage, then any real estate taxes, personal property taxes and/or special assessments assessed or levied against the Leased Premises during the Lease Term shall be borne by Tenant as additional Rent.

20. No Waiver: The failure of either Party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either Party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing.

21. Notices: All notices regarding this Lease are to be in writing and delivered, or mailed by first class mail postage paid, by one Party to the other Party at the Party's respective address set forth in the preface of this Agreement. Notices which are mailed shall be deemed to have been given as of the second business day following the date of mailing.

22. Heirs and Assigns: The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns, subject to the limitation on assignment as herein contained.

23. Quiet Enjoyment: Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions of Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Leased Premises for the full term hereof.

24. Termination: This Lease may be terminated by either Party at any time and for any reason upon not less than ninety (90) days before renewal date advanced written notice to the other Party.

25. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Lease:

A. Time is of the essence of each provision of this Lease.

B. Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

C. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.

D. This Lease shall be construed and interpreted in accordance with the laws of the State of Michigan.

E. This Lease contains all of the agreements of the Parties and cannot be amended or modified except by a written agreement of the Parties.

F. The captions of this Lease shall have no effect on its interpretation.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

WITNESSES:

Deborah L. Dammann  
Deborah L. Dammann  
Juan L. Fila  
Susank Fila

LANDLORD:

BIRMINGHAM PUBLIC SCHOOLS

By: Jan Sibi  
Its: Interim Superintendent

WITNESSES:

TENANT:

CITY OF BIRMINGHAM

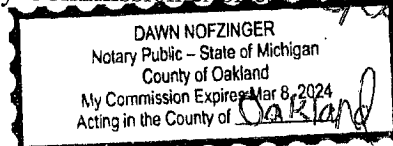
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

On this 21<sup>st</sup> day of August, 2018, before me personally appeared John Silveri of the BIRMINGHAM PUBLIC SCHOOLS, a Michigan general powers school district, to me known to be the same person who executed the within instrument on behalf of BIRMINGHAM PUBLIC SCHOOLS, and who acknowledges the same to be the free act and deed of the BIRMINGHAM PUBLIC SCHOOLS.

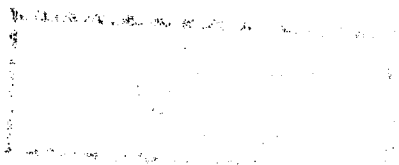
Dawn Nofzinger  
Dawn Nofzinger, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission expires 03/08/2024



STATE OF MICHIGAN        )  
                                      ) ss  
COUNTY OF OAKLAND    )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_, of the CITY OF BIRMINGHAM, a Michigan municipal corporation, to me known to be the same person who executed the within instrument on behalf of the CITY OF BIRMINGHAM, and who acknowledges the same to be the free act and deed of the CITY OF BIRMINGHAM.

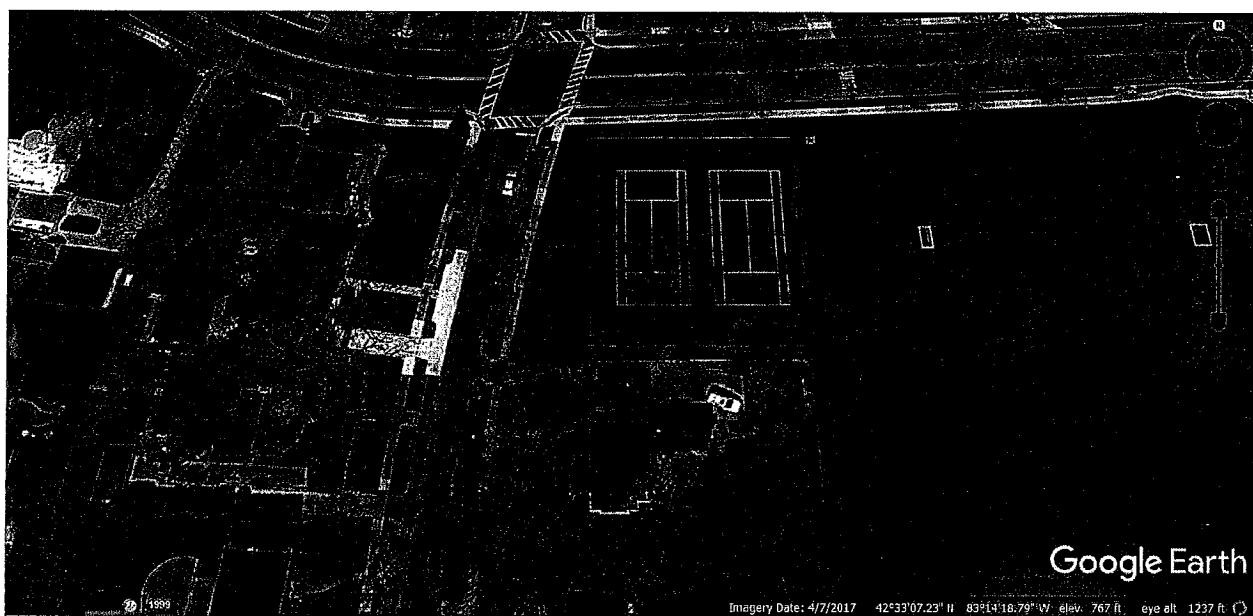
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in Oakland County, Michigan  
My Commission expires:



## **EXHIBIT A**

### **LEGAL DESCRIPTION AND DEPICTION OF THE LEASED PREMISES**

Lots 1 and 2 of Bloomfield Woods Subdivision according to the plat thereof recorded in Liber 42, page 17 of the Oakland County Register of Deeds.



216859057.5 22075/185138



File  
568

LE A S E

LEASE made this 22nd day of October, 1963, by and between the City of Birmingham, a Municipal Corporation, of 151 Martin Street, Birmingham, Michigan, hereinafter called Birmingham, as tenant, and the School District of the City of Birmingham, a Municipal Corporation, of 200 Chester Street, Birmingham, Michigan, hereinafter called the School District, as landlord,

WHEREAS, the School District owns certain property hereinafter called the Premises and described as follows:

Lots 1 and 2 of Bloomfield Woods Subdivision  
according to the plat thereof recorded in Liber 42,  
page 17 of the Oakland County Register of Deeds  
Records

WHEREAS, the School District and Birmingham believe it to be mutually advantageous for Birmingham to construct and maintain two tennis courts on the above Premises and,

WHEREAS, the School District wishes and intends to lease the Premises to Birmingham in accordance with the terms and provisions of this agreement,

IT IS THEREFORE AGREED AS FOLLOWS:

1. The School District hereby leases the Premises to Birmingham to be used for the construction and maintenance of two standard size fenced and surfaced tennis courts at a location thereon mutually agreeable to the parties, and for such other public recreational use as Birmingham may from time to time establish. The use of the Premises shall be controlled at all times by the Birmingham Recreation Board in accordance with its general rules and regulations.

2. Birmingham agrees as consideration for such lease to construct and maintain in reasonable playing conditions the aforesaid tennis courts.

3. The term of this lease shall be for ten (10) years, commencing with the date hereof, and such term shall be extended automatically from year to year thereafter unless either party shall give thirty (30) days written notice to the other of its intention to effect a termination as of the end of the term or any extension thereof. Provided, however, that the School District

reserves the right to terminate the lease at any time during its initial 10 year term by paying to Birmingham an amount equal to \$1,000.00 multiplied by the number of years, or fraction thereof, less than 10 full years which the lease will have run to the date of such termination; which sum is intended to compensate Birmingham for the depreciated value of its improvements to the premises.

The City of Birmingham, a Municipal Corporation

By

William H. Burgum  
William H. Burgum, Mayor

By

Irene E. Hanley  
Irene E. Hanley, Clerk

The School District of the City of Birmingham, a Municipal Corporation

By

John Blackhall Smith

By

Mary B. Beier



## **NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS**

At the regular meeting of Monday, October 8, 2018 the Birmingham City Commission intends to appoint two (2) regular members to the Board of Zoning Appeals to serve three-year terms to expire October 10, 2021.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, October 3, 2018. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

### Duties of Board

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The board hears and decides appeals from and reviews any order, requirement, decision or determination made by the building official.

<b>Criteria/Qualifications of Open Position</b>	<b>Date Applications Due (by noon)</b>	<b>Date of Interview</b>
Members shall be property owners of record and registered voters.	10/3/18	10/8/18

*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.*

**R10A1**



## **MEMORANDUM**

**Office of the City Manager**

**DATE:** September 4, 2018

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

**FROM:** Tiffany J. Gunter, Assistant City Manager

**SUBJECT:** Data Analytics Software Research

---

In order to obtain the occupancy data, the Parking Management staff is required to take a manual count every hour between 10 am and 2 pm daily. The Parking Management staff is limited and this process is labor intensive. As such, staff is engaging data analytics firms that offer programs that would provide the same and improved data in real time automatically.

The information we have been pulling manually is useful, but does prove to be a challenge for the parking operations team that is not sufficiently staffed and does not possess the sophistication that data analytics software would provide.

Having an analytics platform for parking will provide key benefits, such as:

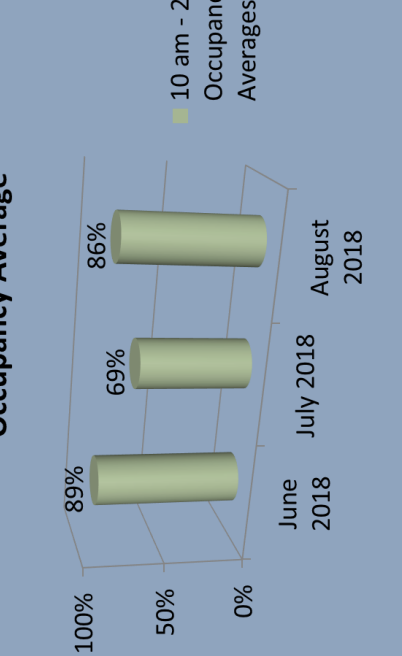
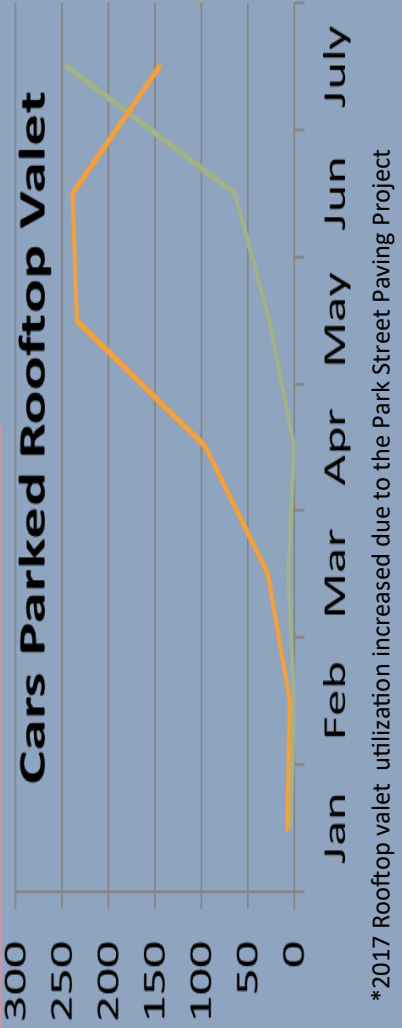
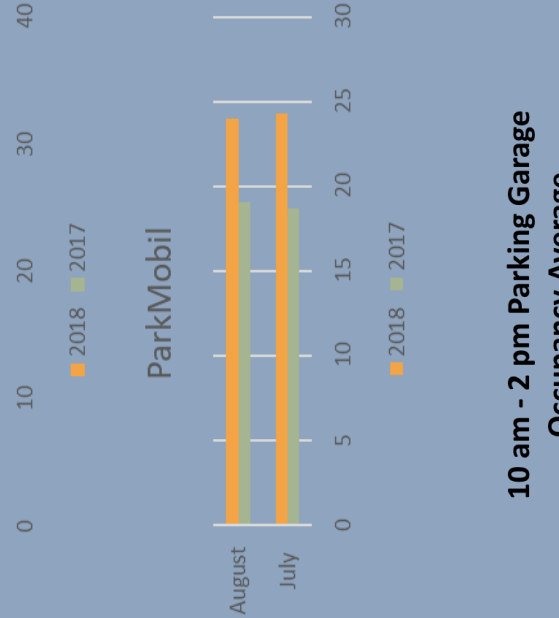
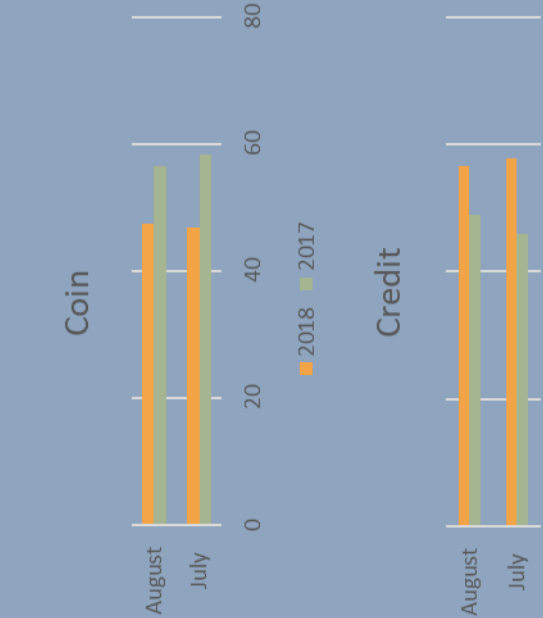
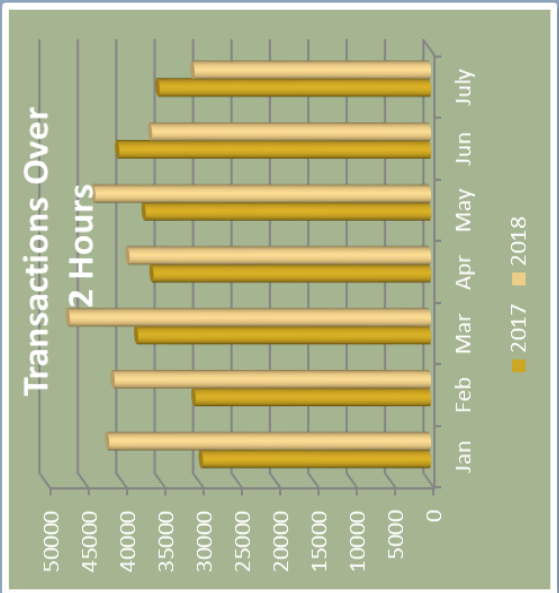
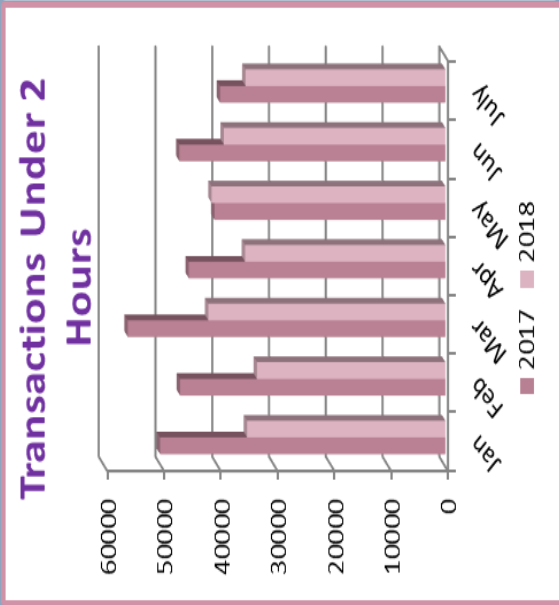
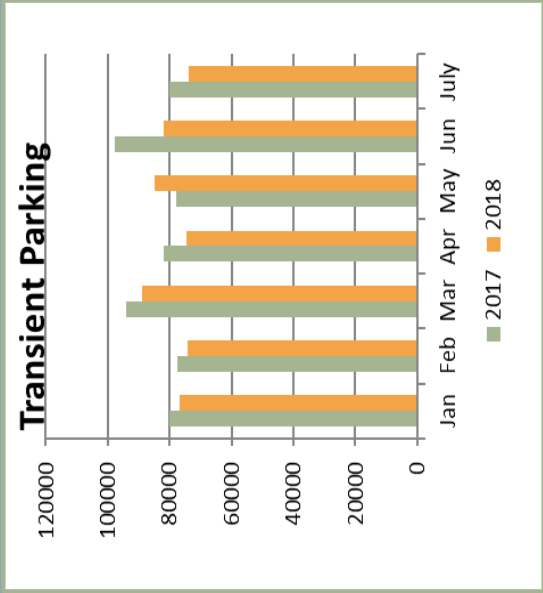
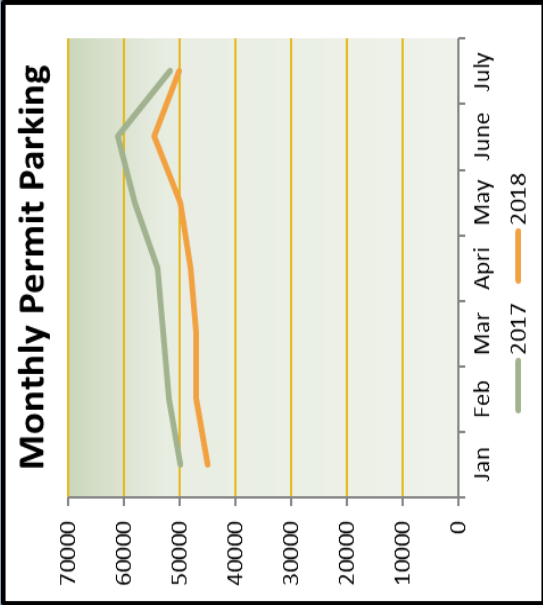
- Quick access to occupancy, revenue, payment information and better operational insight and analysis,
- With PARCS equipment or third-party data sources, the City can transform operational decisions by understanding parker movement, parker duration, pricing segmentation, revenue per space, and space utilization,
- Ability to leverage transaction data supports staff ability to make better recommendations on rate mix, staffing cycles or enforcement route planning. It provides another set of warning indicators enabling corrective actions to take place sooner.

The introduction and execution of an analytics program would provide a platform that aggregates multiple data points, provides key performance indicators and analysis to complete the picture of how both on street and off street parking are performing and would ultimately assist us in reaching our goal of having an integrated on street and off street platform for the first time in the City and that data may be used to feed into a City Parking app for our users to enjoy.

Staff will provide more information regarding data analytics programs for the Advisory Parking Committee to consider in October 2018.

**R10E1**

# City of Birmingham Parking Utilization Dashboard – July 2018



\*2017 Rooftop valet utilization increased due to the Park Street Paving Project

CITY OF BIRMINGHAM - Combined  
Income Statement  
For Periods Indicated

REVENUES:					
	July 31, 2018	July 31, 2018	July 31, 2017	July 31, 2017	July 31, 2017
Revenues - Monthly parking	239,092.00	239,092.00	239,092.00	190,787.25	190,787.25
Revenues - Cash Parking	220,886.00	220,886.00	220,886.00	273,906.25	273,906.25
Revenues - Card Fees	45.00	45.00	45.00	460.00	460.00
Revenue - Lot #6	5,505.00	5,505.00	5,505.00	900.00	900.00
TOTAL INCOME	465,528.00	465,528.00	466,053.50	466,053.50	466,053.50
EXPENSES:					
Salaries and Wages	64,486.28	64,486.28	58,890.33	58,890.33	58,890.33
Payroll Taxes	6,138.12	6,138.12	5,452.25	5,452.25	5,452.25
Workmens Comp Insurance	2,934.67	2,934.67	2,499.18	2,499.18	2,499.18
Group Insurance	21,469.06	21,469.06	24,160.61	24,160.61	24,160.61
Uniforms	310.06	310.06	-	-	-
Insurance	10,655.44	10,655.44	9,653.72	9,653.72	9,653.72
Utilities	778.37	778.37	895.00	895.00	895.00
Maintenance	13,303.77	13,303.77	821.86	821.86	821.86
Parking Tags/Tickets	428.33	428.33	-	-	-
Accounting Fees	4,363.97	4,363.97	4,396.53	4,396.53	4,396.53
Office Supplies	399.54	399.54	251.14	251.14	251.14
Card Refund	-	-	-	-	-
Operating Cost - Vehicles	809.57	809.57	588.22	588.22	588.22
Pass Cards	-	-	-	-	-
Employee Appreciation	64.00	64.00	-	-	-
Credit Card Fees	13,017.59	13,017.59	13,123.75	13,123.75	13,123.75
Bank Service Charges	78.21	78.21	91.91	91.91	91.91
Miscellaneous Expense	302.93	302.93	227.03	227.03	227.03
Management Fee Charge	3,875.00	3,875.00	3,875.00	3,875.00	3,875.00
TOTAL EXPENSES	143,414.91	143,414.91	124,926.53	124,926.53	124,926.53
OPERATING PROFIT	322,113.09	322,113.09	341,126.97	341,126.97	341,126.97

**CITY OF BIRMINGHAM PIERCE DECK**  
Income Statement  
For Periods Indicated

REVENUES:	Month Ended		1 Month Ending		Month Ended		1 Month Ending	
	July 31, 2018		July 31, 2018		July 31, 2017		July 31, 2017	
Revenues - Monthly parking	39,935.00		39,935.00		31,174.25		31,174.25	
Revenues - Cash Parking	54,381.00		54,381.00		66,429.25		66,429.25	
Revenues - Card Fees	-		-		120.00		120.00	
<b>TOTAL INCOME</b>	<u>94,316.00</u>		<u>94,316.00</u>		<u>97,723.50</u>		<u>97,723.50</u>	
EXPENSES:	Month Ended		1 Month Ending		Month Ended		1 Month Ending	
	July 31, 2018		July 31, 2018		July 31, 2017		July 31, 2017	
Salaries and Wages	11,115.86		11,115.86		11,534.50		11,534.50	
Payroll Taxes	1,020.26		1,020.26		1,056.19		1,056.19	
Workmens Comp Insurance	506.29		506.29		489.52		489.52	
Group Insurance	4,930.96		4,930.96		5,429.17		5,429.17	
Uniforms	62.02		62.02		-		-	
Insurance	1,992.68		1,992.68		1,860.60		1,860.60	
Utilities	66.37		66.37		179.00		179.00	
Maintenance	1,379.63		1,379.63		72.36		72.36	
Parking Tags/Tickets	61.72		61.72		-		-	
Accounting Fees	865.37		865.37		865.37		865.37	
Office Supplies	79.91		79.91		50.23		50.23	
Card Refunds	-		-		-		-	
Operating Cost - Vehicles	161.91		161.91		117.64		117.64	
Pass Cards	-		-		-		-	
Employee Appreciation	-		-		-		-	
Credit Card Fees	3,204.87		3,204.87		3,182.84		3,182.84	
Bank service charges	11.49		11.49		13.12		13.12	
Miscellaneous Expenses	13.44		13.44		9.00		9.00	
Management Fee Charge	775.00		775.00		775.00		775.00	
<b>TOTAL EXPENSES</b>	<u>26,247.78</u>		<u>26,247.78</u>		<u>25,634.54</u>		<u>25,634.54</u>	
<b>OPERATING PROFIT</b>	<u>68,068.22</u>		<u>68,068.22</u>		<u>72,088.96</u>		<u>72,088.96</u>	



CITY OF BIRMINGHAM PEABODY DECK  
Income Statement  
For Periods Indicated

REVENUES:		July 31, 2018	July 31, 2018	July 31, 2017	July 31, 2017
Revenues - Monthly parking		37,315.00	37,315.00	24,875.00	24,875.00
Revenues - Cash Parking		25,716.00	-	32,761.00	32,761.00
Revenues - Card Fees		-	-	-	-
TOTAL INCOME		63,031.00	37,315.00	57,636.00	57,636.00
EXPENSES:					
Salaries and Wages		10,993.44	10,993.44	8,462.77	8,462.77
Payroll Taxes		1,008.60	1,008.60	769.73	769.73
Workmens Comp Insurance		500.75	500.75	359.46	359.46
Group Insurance		4,930.94	4,930.94	4,997.55	4,997.55
Uniforms		62.01	62.01	-	-
Insurance		1,520.17	1,520.17	1,419.03	1,419.03
Utilities		178.00	178.00	179.00	179.00
Maintenance		2,495.85	2,495.85	72.36	72.36
Parking Tags/Tickets		61.71	61.71	-	-
Accounting Fees		775.19	775.19	775.19	775.19
Office Supplies		79.91	79.91	50.23	50.23
Card Refund		-	-	-	-
Employee Appreciation		-	-	-	-
Operating Cost - Vehicles		161.91	161.91	117.64	117.64
Pass Cards		-	-	-	-
Credit Card Fees		1515.53	1,515.53	1569.69	1,569.69
Bank service charges		11.49	11.49	15.91	15.91
Miscellaneous Expense		13.35	13.35	6.60	6.60
Management Fee Charge		775.00	775.00	775.00	775.00
TOTAL EXPENSES		25,083.85	25,083.85	19,570.16	19,570.16
OPERATING PROFIT		37,947.15	12,231.15	38,065.84	38,065.84

CITY OF BIRMINGHAM PARK DECK  
Income Statement  
For Periods Indicated

REVENUES:	Month Ended		1 Month Ending	
	July 31, 2018	July 31, 2017	July 31, 2018	July 31, 2017
Revenues - Monthly parking	60,472.00	45,654.00	60,472.00	45,654.00
Revenues - Cash Parking	37,639.00	58,330.00	37,639.00	58,330.00
Revenues - Card Fees	-	30.00	-	30.00
<b>TOTAL INCOME</b>	<u>98,111.00</u>	<u>104,014.00</u>	<u>98,111.00</u>	<u>104,014.00</u>
EXPENSES:	Month Ended		1 Month Ending	
	July 31, 2018	July 31, 2017	July 31, 2018	July 31, 2017
Salaries and Wages	13,738.45	13,128.09	13,738.45	13,128.09
Payroll Taxes	1,271.33	1,208.26	1,271.33	1,208.26
Workmens Comp Insurance	625.01	556.99	625.01	556.99
Group Insurance	3,865.46	4,239.92	3,865.46	4,239.92
Uniforms	62.01	-	62.01	-
Insurance	2,276.47	2,125.49	2,276.47	2,125.49
Utilities	178.00	179.00	178.00	179.00
Maintenance	2,868.44	215.18	2,868.44	215.18
Parking Tags/Tickets	61.71	-	61.71	-
Accounting Fees	881.28	881.28	881.28	881.28
Office Supplies	79.91	50.23	79.91	50.23
Card Refund	-	-	-	-
Operating Cost - Vehicles	161.91	117.64	161.91	117.64
Pass Cards	-	-	-	-
Employee Appreciation	-	-	-	-
Credit Card Fees	2,218.20	2,794.78	2,218.20	2,794.78
Bank service charges	11.49	10.10	11.49	10.10
Miscellaneous Expenses	15.50	10.24	15.50	10.24
Management Fee Charge	775.00	775.00	775.00	775.00
<b>TOTAL EXPENSES</b>	<u>29,090.17</u>	<u>26,292.20</u>	<u>29,090.17</u>	<u>26,292.20</u>
<b>OPERATING PROFIT</b>	<u>69,020.83</u>	<u>77,721.80</u>	<u>69,020.83</u>	<u>77,721.80</u>

**CITY OF BIRMINGHAM CHESTER DECK**  
Income Statement  
For Periods Indicated

REVENUES:	Month Ended		1 Month Ending		Month Ended		1 Month Ending	
	July 31, 2018		July 31, 2018		July 31, 2017		July 31, 2017	
Revenues - Monthly parking	52,050.00		52,050.00		44,204.00		44,204.00	
Revenues - Cash Parking	68,540.00		68,540.00		51,302.00		51,302.00	
Revenues - Card Fees	45.00		-		310.00		310.00	
<b>TOTAL INCOME</b>	<b>120,635.00</b>		<b>120,590.00</b>		<b>95,816.00</b>		<b>95,816.00</b>	
<b>EXPENSES:</b>								
Salaries and Wages	15,677.09		15,677.09		11,496.75		11,496.75	
Payroll Taxes	1,640.85		1,640.85		1,064.29		1,064.29	
Workmens Comp Insurance	712.77		712.77		487.92		487.92	
Group Insurance	3,876.27		3,876.27		4,407.86		4,407.86	
Uniforms	62.01		62.01		-		-	
Insurance	2,450.00		2,450.00		2,286.60		2,286.60	
Utilities	178.00		178.00		179.00		179.00	
Maintenance	5,180.21		5,180.21		389.62		389.62	
Parking Tags/Tickets	181.48		181.48		-		-	
Accounting Fees	950.24		950.24		982.80		982.80	
Office Supplies	79.91		79.91		50.23		50.23	
Card Refund	-		-		-		-	
Operating Cost - Vehicles	161.91		161.91		117.64		117.64	
Pass Cards	-		-		-		-	
Employee Appreciation	64.00		64.00		-		-	
Credit Card Fees	4,039.30		4,039.30		2,458.05		2,458.05	
Bank Service Charges	32.25		32.25		42.68		42.68	
Misc Expense	64.66		64.66		8.97		8.97	
Management Fee Charge	775.00		775.00		775.00		775.00	
<b>TOTAL EXPENSES</b>	<b>36,125.95</b>		<b>36,125.95</b>		<b>24,747.41</b>		<b>24,747.41</b>	
<b>OPERATING PROFIT</b>	<b>84,509.05</b>		<b>84,464.05</b>		<b>71,068.59</b>		<b>71,068.59</b>	

## CITY OF BIRMINGHAM N. WOODWARD DECK

Income Statement  
For Periods Indicated

	Month Ended		1 Month Ending		Month Ended		1 Month Ending	
	July 31, 2018		July 31, 2018		July 31, 2017		July 31, 2017	
<b>REVENUES:</b>								
Revenues - Monthly parking	49,320.00		49,320.00		44,880.00		44,880.00	
Revenues - Cash Parking	34,610.00		34,610.00		65,084.00		65,084.00	
Revenues - Card Fees			-				-	
<b>TOTAL INCOME</b>	<b>83,930.00</b>		<b>83,930.00</b>		<b>109,964.00</b>		<b>109,964.00</b>	
<b>EXPENSES:</b>								
Salaries and Wages	12,961.44		12,961.44		14,268.22		14,268.22	
Payroll Taxes	1,197.08		1,197.08		1,353.78		1,353.78	
Workmens Comp Insurance	589.85		589.85		605.29		605.29	
Group Insurance	3,865.43		3,865.43		5,086.11		5,086.11	
Uniforms	62.01		62.01				-	
Insurance	2,416.12		2,416.12		1,962.00		1,962.00	
Utilities	178.00		178.00		179.00		179.00	
Maintenance	1,379.64		1,379.64		72.34		72.34	
Parking Tags/Tickets	61.71		61.71				-	
Accounting Fees	891.89		891.89		891.89		891.89	
Office Supplies	79.91		79.91		50.23		50.23	
Card Refund			-				-	
Operating Cost - Vehicles	161.91		161.91		117.64		117.64	
Pass Cards			-				-	
Employee Appreciation			-				-	
Credit Card Fees	2039.69		2,039.69		3,118.39		3,118.39	
Bank Service Charges	11.49		11.49		10.10		10.10	
Miscellaneous Expense	14.89		14.89		11.13		11.13	
Management Fee Charge	775.00		775.00		775.00		775.00	
<b>TOTAL EXPENSES</b>	<b>26,686.06</b>		<b>26,686.06</b>		<b>28,501.12</b>		<b>28,501.12</b>	
<b>OPERATING PROFIT</b>	<b>57,243.94</b>		<b>57,243.94</b>		<b>81,462.88</b>		<b>81,462.88</b>	

CITY OF BIRMINGHAM lot #6  
Income Statement  
For Periods Indicated

	Month Ended July 31, 2018	1 Month Ending July 31, 2018	Month Ended July 31, 2017	1 Month Ending July 31, 2017
INCOME				
Revenues - Monthly Parking Lot #6 & Southside	5,505.00	5,505.00	900.00	900.00
	<u>5,505.00</u>	<u>5,505.00</u>	<u>900.00</u>	<u>900.00</u>
TOTAL INCOME				
EXPENSES				
Liability Insurance				
Office Supplies (Hanging Tags)	181.09	181.09	181.09	181.09
Misc.	<u>181.09</u>	<u>181.09</u>	<u>181.09</u>	<u>181.09</u>
TOTAL EXPENSES				
NET PROFIT	<u>5,323.91</u>	<u>5,323.91</u>	<u>718.91</u>	<u>718.91</u>

# MONTHLY PARKING PERMIT REPORT

For the month of: July 2018  
Date Compiled: August 17, 2018

	Pierce	Park	Peabody	N.Old Wooc	Chester	Lot #6/\$210	Lot #6/\$150	South Side	Lot B	35001 Woodward	Lot 12	Total
1. Total Spaces	706	811	437	745	880	174	79	8	40	40	150	4070
2. Daily Spaces	370	348	224	359	425	N/A	N/A	N/A	N/A	N/A	N/A	1726
3. Monthly Spaces	336	463	213	386	560	174	79	8	30	40	100	2389
4. Monthly Permits Authorized	550	750	400	800	1140	150	40	8	30	50	150	4068
5. Permits - end of previous month	550	750	400	800	1140	150	40	8	30	50	100	4018
6. Permits - end of month	550	750	400	800	1140	150	40	8	30	50	100	4018
7. Permits - available at end of month	0	0	0	0	0	0	0	0	0	0	0	0
8. Permits issued in month includes permits effective 1st of month	5	7	3	4	2	0	0	0	0	0	0	21
9. Permits given up in month	5	7	3	4	2	0	0	0	0	0	0	21
10. Net Change	0	0	0	0	0	0	0	0	0	0	0	0
11. On List - end of month* **On List-Unique Individuals	1052	957	995	1330	936	0	0	0	0	0	0	5270 3317
12. Added to list in month	11	4	4	5	19	0	0	0	0	0	0	43
13. Withdrawn from list in month (w/o permit)	0	0	0	0	0	0	0	0	0	0	0	0
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0	109.8
15. Transient parker occupied	262	166	76	105	58	N/A	N/A	N/A	N/A	N/A	N/A	667
16. Monthly parker occupied	325	563	325	540	793	N/A	N/A	N/A	N/A	N/A	N/A	2546
17. Total parker occupied	587	729	401	645	851	N/A	N/A	N/A	N/A	N/A	N/A	3213
18. Total spaces available at 1pm on Wednesday 7/18	119	82	36	100	29	N/A	N/A	N/A	N/A	N/A	N/A	366
19. *All Day* parkers paying 5 hrs. or more A: Weekday average. B: Maximum day	169 N/A*	195 N/A*	90 N/A*	135 N/A*	120 N/A*	N/A	N/A	N/A	N/A	N/A	N/A	709 0
20. Utilization by long term parkers	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	#DIV/0!

(1) Lot #6 does not have gate control, therefore no transient count available

(2) (Permits/Oversell Factor + Weekday Avg.) / Total Spaces

\* Average Maximum day not available currently in Skidata

\*\* Unique individuals represent the actual number of unique people on the wait list regardless of how many structures they have requested.

**Birmingham Parking System  
Transient & Free Parking Analysis  
Months of July 2017 & July 2018**

July 2017

<b>GARAGE</b>	<b>TOTAL CARS</b>	<b>FREE CARS</b>	<b>CASH REVENUE</b>	<b>% FREE</b>
PEABODY	16,306	9,146	\$ 32,761.00	56%
PARK	18,141	8,462	\$ 58,330.00	47%
CHESTER	6,957	2,407	\$ 51,302.00	35%
WOODWARD	12,031	5,882	\$ 65,084.00	49%
PIERCE	26,694	13,779	\$ 66,429.25	52%
<b>TOTALS</b>	80,129	39,676	\$ 273,906.25	50%

July 2018

<b>GARAGE</b>	<b>TOTAL CARS</b>	<b>FREE CARS</b>	<b>CASH REVENUE</b>	<b>% FREE</b>
PEABODY	15,221	9,062	\$ 25,716.00	60%
PARK	17,151	6,933	\$ 37,639.00	40%
CHESTER	7,350	2,353	\$ 68,540.00	32%
WOODWARD	12,181	5,848	\$ 34,610.00	48%
PIERCE	21,876	10,992	\$ 54,381.00	50%
<b>TOTALS</b>	73,779	35,188	\$ 220,886.00	48%

<b>BREAKDOWN:</b>	TOTAL CARS	-8%
	FREE CARS	-11%
	CASH REVENUE	-19%



# Structure Occupancy at 1pm Tuesday-Thursday

Available Spaces

## August 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Chester-14 N.O.W.-16 Park-8 Peabody-42 Pierce-52	2 Chester-60 N.O.W.-19 Park-14 Peabody-29 Pierce-45	3	4
5	6	7 Chester-9 N.O.W.-67 Park-1 Peabody-18 Pierce-21	8 Chester-20 N.O.W.-21 Park-3 Peabody-25 Pierce-49	9 Chester-32 N.O.W.-7 Park-25 Peabody-33 Pierce-40	10	11
12	13	14 Chester-45 N.O.W.-70 Park-8 Peabody-41 Pierce-63	15 Chester-39 N.O.W.-60 Park-9 Peabody-62 Pierce-41	16 Chester-69 N.O.W.-75 Park-30 Peabody-42 Pierce-75	17	18
19	20	21 Chester-65 N.O.W.-129 Park-9 Peabody-13 Pierce-101	22 Chester-31 N.O.W.-97 Park-44 Peabody-53 Pierce-93	23 Chester-113 N.O.W.-98 Park-124 Peabody-71 Pierce-45	24	25
26	27	28 Chester-37 N.O.W.-143 Park-10 Peabody-52 Pierce-86	29 Chester-63 N.O.W.-76 Park-7 Peabody-75 Pierce-87	30 Chester-149 N.O.W.-107 Park-62 Peabody-70 Pierce-89	31	
		Notes:				

**N. Old Woodward Garage**  
Valet Counts

# August 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Garage not filled.	2 Garage not filled.	3 Garage not filled.	4
5	6 Garage not filled.	7 Garage not filled.	8 Garage not filled.	9 Garage not filled.	10 Garage not filled.	11
12	13 Garage not filled.	14 Garage not filled.	15 Garage not filled.	16 Garage not filled.	17 Garage not filled.	18
19	20 Garage not filled.	21 Garage not filled.	22 Garage not filled.	23 Garage not filled.	24 Garage not filled.	25
26	27 Garage not filled.	28 Garage not filled.	29 Garage not filled.	30 Garage not filled.	31 Garage not filled.	
		<b>Notes:</b>				

Peabody Street Structure

Garage full list

AUGUST 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
		Notes: Structure did not fill.				

**Park Street Structure**

Garage full list

# AUGUST 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Valet-20 cars	2 Valet-16 cars	3 Garage not filled.	4
5	6 Garage not filled.	7 Valet-18 cars	8 Valet-17 cars	9 Valet-14 cars	10 Garage not filled.	11
12	13 Garage not filled.	14 Garage not filled.	15 Valet-14 cars	16 Garage not filled.	17 Garage not filled.	18
19	20 Garage not filled.	21 Valet-11 cars	22 Garage not filled.	23 Garage not filled.	24 Garage not filled.	25
26	27 Garage not filled.	28 Valet-5 cars	29 Garage not filled.	30 Garage not filled.	31 Garage not filled.	
		Notes:				

Chester Street Structure

Garage full list

AUGUST 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Garage not filled.	2 Garage not filled.	3 Garage not filled.	4
5	6 Garage not filled.	7 Valet-4 cars	8 Garage not filled.	9 Garage not filled.	10 Garage not filled.	11
12	13 Garage not filled.	14 Garage not filled.	15 Garage not filled.	16 Garage not filled.	17 Garage not filled.	18
19	20 Garage not filled.	21 Garage not filled.	22 Garage not filled.	23 Garage not filled.	24 Garage not filled.	25
26	27 Garage not filled.	28 Garage not filled.	29 Garage not filled.	30 Garage not filled.	31 Garage not filled.	
		Notes:				

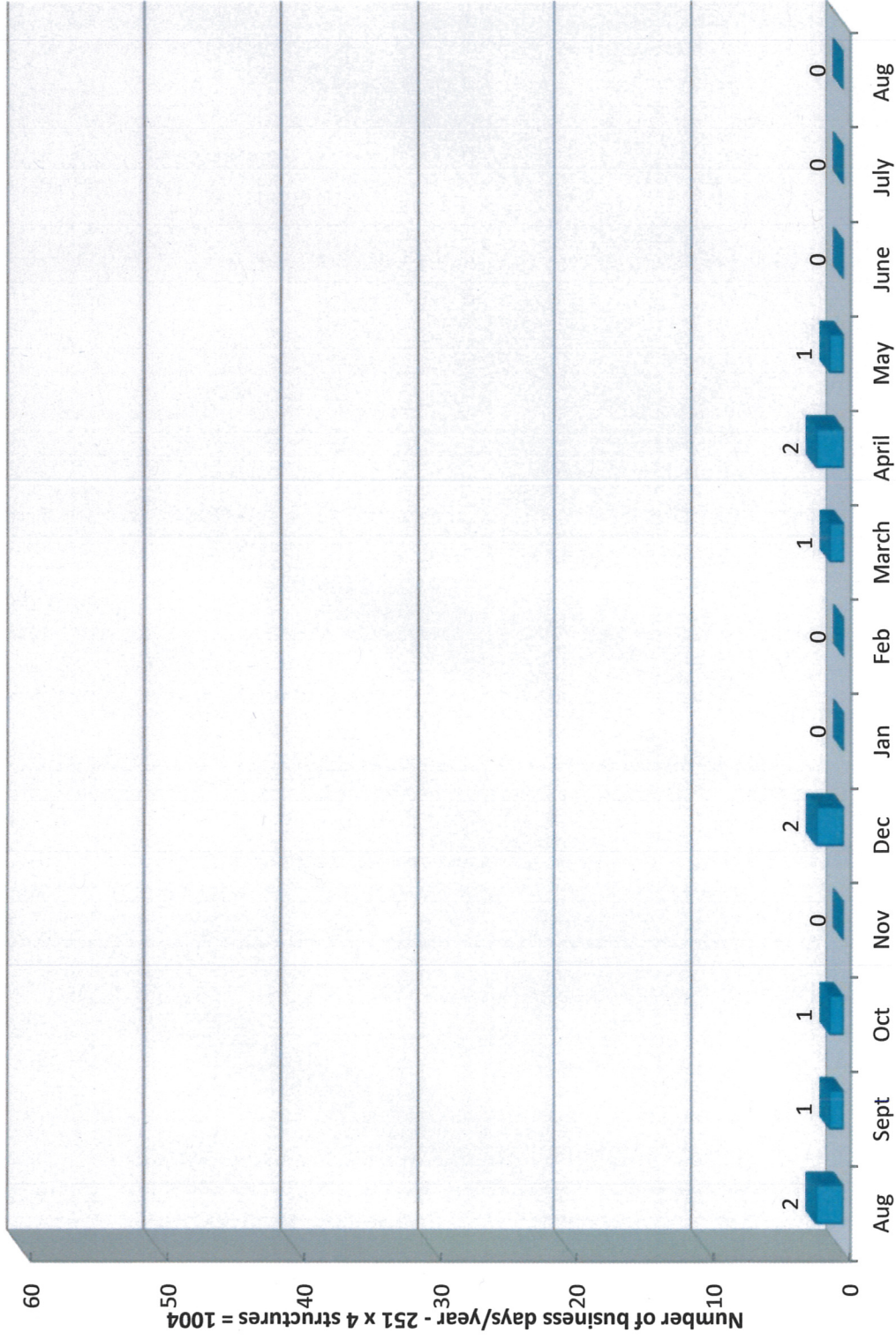
Pierce Street Structure

Garage full list

AUGUST 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
		Notes: Structure did not fill.				

# 2017-18 Combined Parking Structure Full Status



■ Total monthly occurrences of Chester, Park, Peabody and Pierce structures being full (1-4 hours)

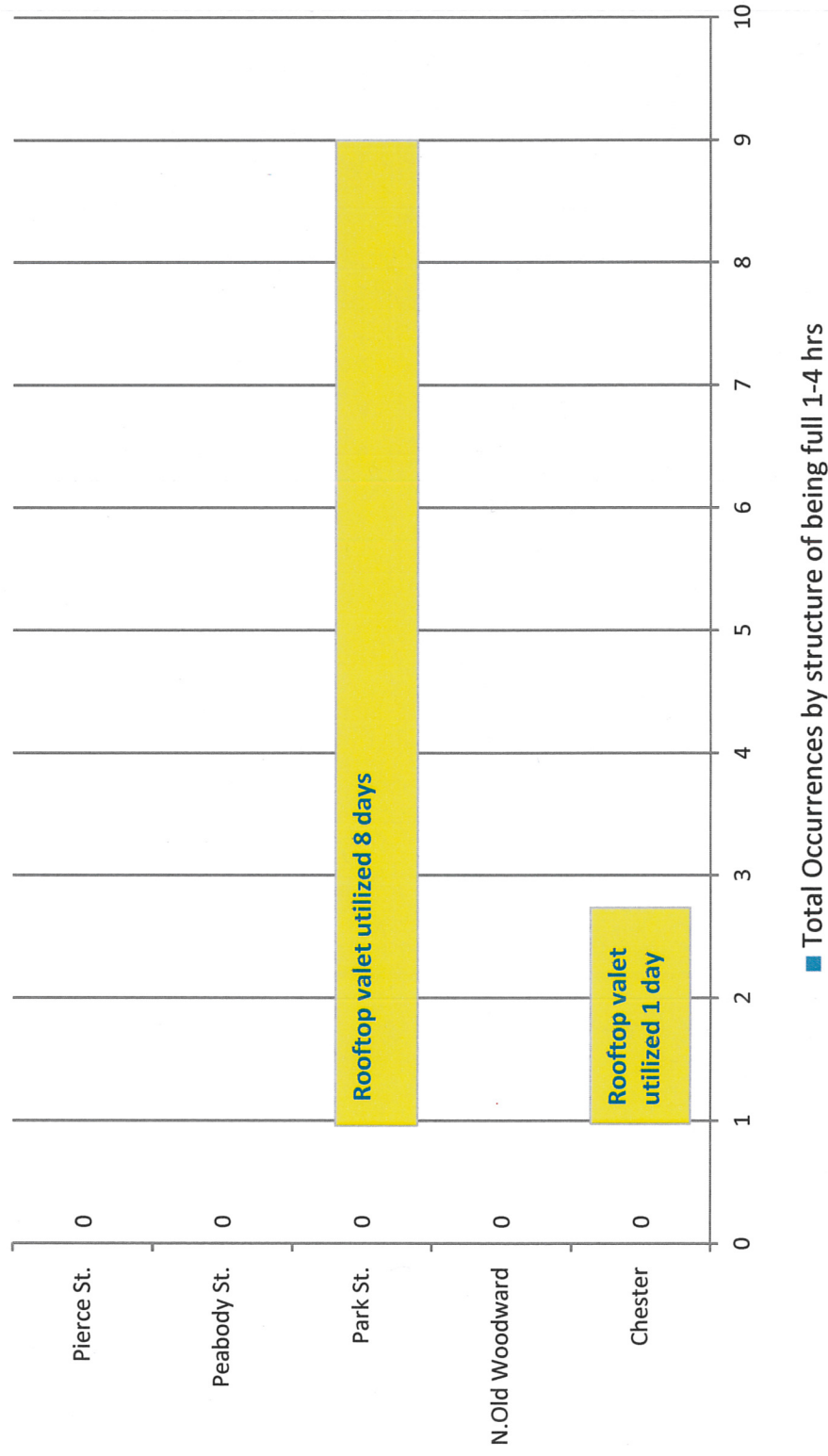


# **Structure Occupancy at 1 pm Tuesday-Thursday** **Average Available Spaces - August 2018**



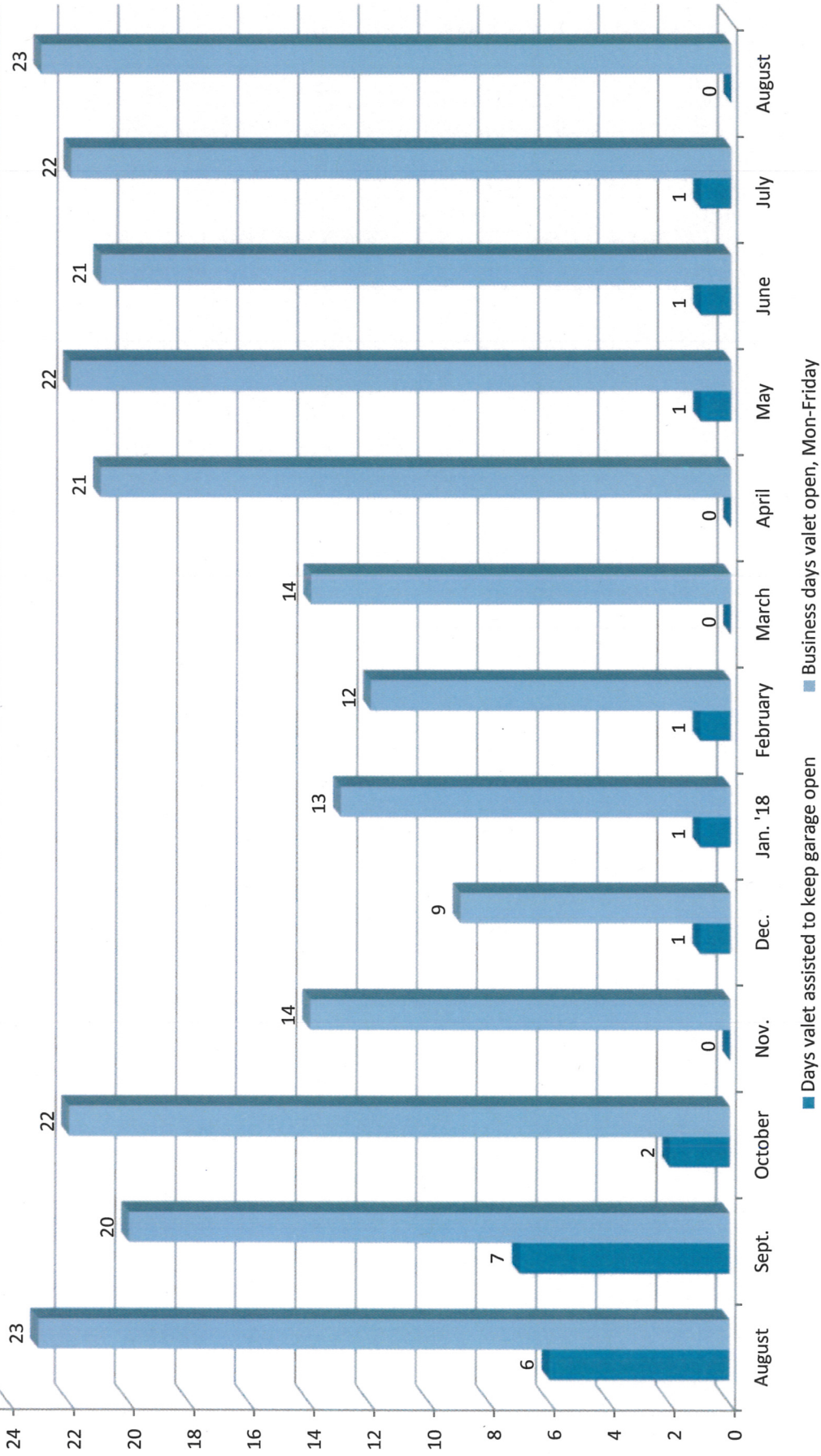
# Parking Full Status by Structure

August 2018 Business Days Only (M-Friday)



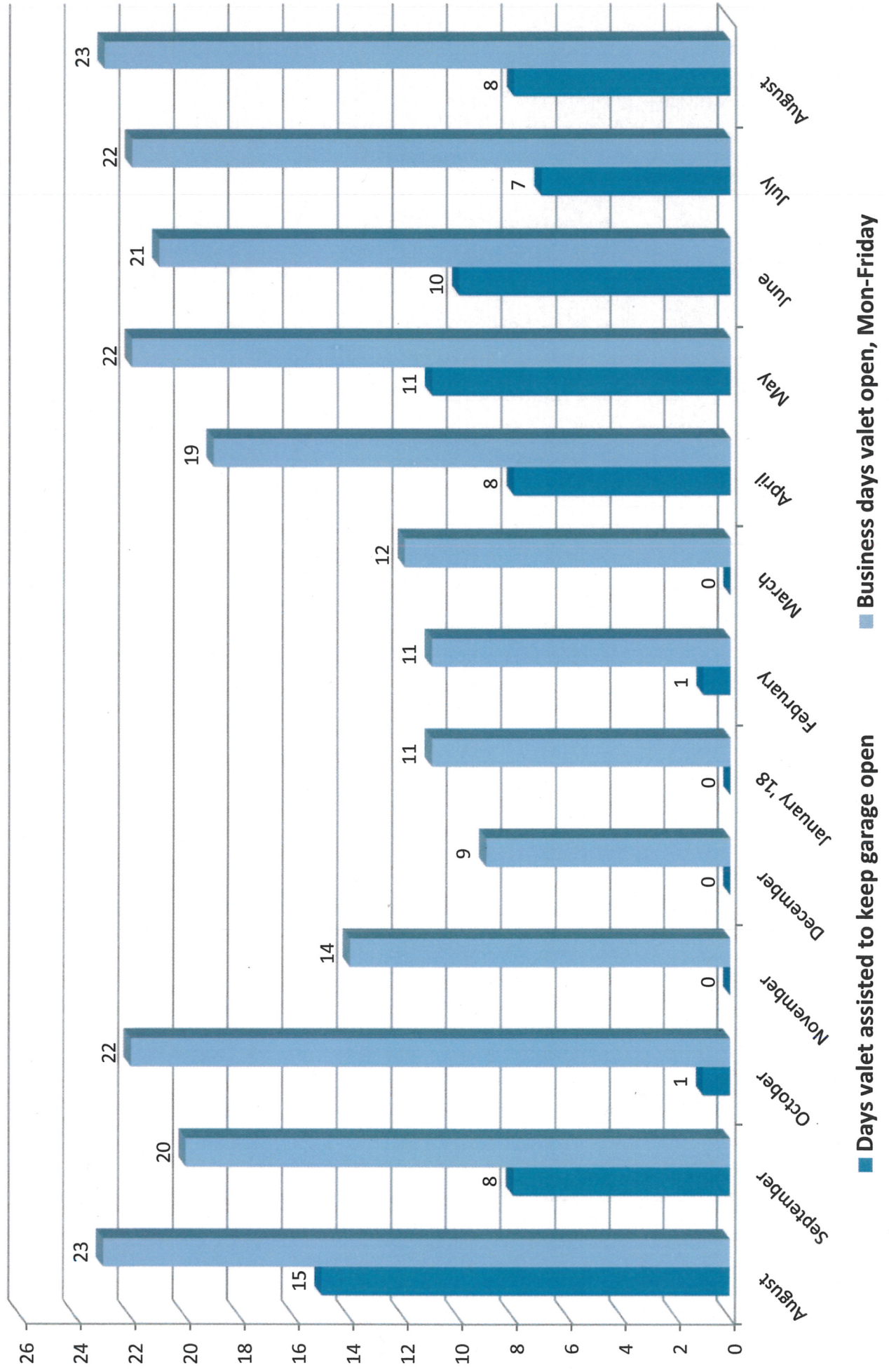
# N. Old Woodward Structure

## Valet Assist Data - Aug. 2017- Aug. 2018





# Park Street Structure Valet Assist Data - Aug. 2017 - Aug. 2018



## Occupancy 10a-2p(Weekday Analysis)

8/1/2018	10am	11am	12pm	1pm	2pm
Chester(880)	842	874	859	866	862
N.O.W.(745)	605	727	717	729	719
Park(811)	723	795	810	803	799
Peabody(437)	387	405	398	395	390
Pierce(706)	506	584	621	564	640

8/2/2018	10am	11am	12pm	1pm	2pm
Chester(880)	779	822	811	820	815
N.O.W.(745)	618	681	729	726	718
Park(811)	700	773	795	797	798
Peabody(437)	366	400	401	408	409
Pierce(706)	499	576	620	661	653

8/3/2018	10am	11am	12pm	1pm	2pm
Chester(880)	681	734	727	719	727
N.O.W.(745)	533	623	612	591	570
Park(811)	604	700	707	719	707
Peabody(437)	301	352	331	359	339
Pierce(706)	487	580	586	620	609

8/6/2018	10am	11am	12pm	1pm	2pm
Chester(880)	839	864	839	834	838
N.O.W.(745)	674	685	681	657	664
Park(811)	758	744	752	803	795
Peabody(437)	345	373	361	363	388
Pierce(706)	533	522	558	558	564

8/7/2018	10am	11am	12pm	1pm	2pm
Chester(880)	848	864	853	871	873
N.O.W.(745)	622	687	687	678	673
Park(811)	773	801	807	810	802
Peabody(437)	410	404	422	419	422
Pierce(706)	584	592	662	685	638

8/8/2018	10am	11am	12pm	1pm	2pm
Chester(880)	862	869	864	860	874
N.O.W.(745)	625	698	714	724	733
Park(811)	738	805	810	809	809
Peabody(437)	355	403	422	412	422
Pierce(706)	510	596	626	657	645

8/9/2018	10am	11am	12pm	1pm	2pm
Chester(880)	798	824	837	848	846
N.O.W.(745)	621	686	715	738	704
Park(811)	725	762	805	786	795
Peabody(437)	368	393	389	404	410
Pierce(706)	507	595	636	666	660

8/10/2018	10am	11am	12pm	1pm	2pm
Chester(880)	684	726	744	779	757
N.O.W.(745)	511	585	604	625	617
Park(811)	590	675	699	713	705
Peabody(437)	307	345	339	329	311
Pierce(706)	510	562	570	589	578

8/13/2018	10am	11am	12pm	1pm	2pm
Chester(880)	821	873	840	816	827
N.O.W.(745)	533	582	671	659	647
Park(811)	734	791	792	797	784
Peabody(437)	221	245	244	253	262
Pierce(706)	466	511	535	543	559

8/14/2018	10am	11am	12pm	1pm	2pm
Chester(880)	793	851	837	835	828
N.O.W.(745)	653	683	680	675	660
Park(811)	779	774	797	803	800

## Occupancy 10a-2p(Weekday Analysis)

8/1/2018	10am	11am	12pm	1pm	2pm
Chester(880)	96%	99%	98%	98%	98%
N.O.W.(745)	81%	98%	96%	98%	97%
Park(811)	89%	98%	100%	99%	99%
Peabody(437)	89%	93%	91%	90%	89%
Pierce(706)	72%	83%	88%	80%	91%

8/2/2018	10am	11am	12pm	1pm	2pm
Chester(880)	89%	93%	92%	93%	93%
N.O.W.(745)	83%	91%	98%	97%	96%
Park(811)	86%	95%	98%	98%	98%
Peabody(437)	84%	92%	92%	93%	94%
Pierce(706)	71%	82%	88%	94%	92%

8/3/2018	10am	11am	12pm	1pm	2pm
Chester(880)	77%	83%	83%	82%	83%
N.O.W.(745)	72%	84%	82%	79%	77%
Park(811)	74%	86%	87%	89%	87%
Peabody(437)	69%	81%	76%	82%	78%
Pierce(706)	69%	82%	83%	88%	86%

8/6/2018	10am	11am	12pm	1pm	2pm
Chester(880)	95%	98%	95%	95%	95%
N.O.W.(745)	90%	92%	91%	88%	89%
Park(811)	93%	92%	93%	99%	98%
Peabody(437)	79%	85%	83%	83%	89%
Pierce(706)	75%	74%	79%	79%	80%

8/7/2018	10am	11am	12pm	1pm	2pm
Chester(880)	96%	98%	97%	99%	99%
N.O.W.(745)	83%	92%	92%	91%	90%
Park(811)	95%	99%	100%	100%	99%
Peabody(437)	94%	92%	97%	96%	97%
Pierce(706)	83%	84%	94%	97%	90%

8/8/2018	10am	11am	12pm	1pm	2pm
Chester(880)	98%	99%	98%	98%	99%
N.O.W.(745)	84%	94%	96%	97%	98%
Park(811)	91%	99%	100%	100%	100%
Peabody(437)	81%	92%	97%	94%	97%
Pierce(706)	72%	84%	89%	93%	91%

8/9/2018	10am	11am	12pm	1pm	2pm
Chester(880)	91%	94%	95%	96%	96%
N.O.W.(745)	83%	92%	96%	99%	94%
Park(811)	89%	94%	99%	97%	98%
Peabody(437)	84%	90%	89%	92%	94%
Pierce(706)	72%	84%	90%	94%	93%

8/10/2018	10am	11am	12pm	1pm	2pm
Chester(880)	78%	83%	85%	89%	86%
N.O.W.(745)	69%	79%	81%	84%	83%
Park(811)	73%	83%	86%	88%	87%
Peabody(437)	70%	79%	78%	75%	71%
Pierce(706)	72%	80%	81%	83%	82%

8/13/2018	10am	11am	12pm	1pm	2pm
Chester(880)	93%	99%	95%	93%	94%
N.O.W.(745)	72%	78%	90%	88%	87%
Park(811)	91%	98%	98%	98%	97%
Peabody(437)	51%	56%	56%	58%	60%
Pierce(706)	66%	72%	76%	77%	79%

8/14/2018	10am	11am	12pm	1pm	2pm
Chester(880)	90%	97%	95%	95%	94%
N.O.W.(745)	88%	92%	91%	91%	89%
Park(811)	96%	95%	98%	99%	99%

## Occupancy 10a-2p(Weekday Analysis)

Peabody(437)	240	274	383	396	379
Pierce(706)	521	572	627	643	634

8/15/2018	10am	11am	12pm	1pm	2pm
Chester(880)	818	858	853	841	858
N.O.W.(745)	611	649	673	685	679
Park(811)	738	799	800	802	774
Peabody(437)	386	400	382	375	372
Pierce(706)	497	570	605	665	667

8/16/2018	10am	11am	12pm	1pm	2pm
Chester(880)	801	812	816	811	802
N.O.W.(745)	633	653	665	670	664
Park(811)	773	779	763	781	768
Peabody(437)	351	366	377	395	410
Pierce(706)	570	624	629	631	635

8/17/2018	10am	11am	12pm	1pm	2pm
Chester(880)	437	464	476	456	382
N.O.W.(745)	383	415	462	436	406
Park(811)	554	627	650	611	559
Peabody(437)	295	303	323	323	312
Pierce(706)	502	561	587	614	605

8/20/2018	10am	11am	12pm	1pm	2pm
Chester(880)	855	844	836	791	799
N.O.W.(745)	540	573	577	590	588
Park(811)	774	783	782	784	766
Peabody(437)	335	355	358	365	366
Pierce(706)	436	470	508	536	541

8/21/2018	10am	11am	12pm	1pm	2pm
Chester(880)	771	809	821	815	813
N.O.W.(745)	603	643	629	616	597
Park(811)	764	802	798	802	776
Peabody(437)	328	376	409	424	426
Pierce(706)	471	540	574	602	603

8/22/2018	10am	11am	12pm	1pm	2pm
Chester(880)	854	858	851	849	869
N.O.W.(745)	632	646	644	648	648
Park(811)	764	784	772	769	756
Peabody(437)	384	389	394	384	396
Pierce(706)	557	561	598	613	632

8/23/2018	10am	11am	12pm	1pm	2pm
Chester(880)	763	789	786	767	775
N.O.W.(745)	575	607	622	647	637
Park(811)	686	780	810	687	673
Peabody(437)	358	354	342	366	375
Pierce(706)	491	549	620	661	626

8/24/2018	10am	11am	12pm	1pm	2pm
Chester(880)	642	662	670	673	675
N.O.W.(745)	464	519	559	552	553
Park(811)	502	585	797	725	683
Peabody(437)	299	328	324	321	326
Pierce(706)	470	556	596	611	592

8/27/2018	10am	11am	12pm	1pm	2pm
Chester(880)	761	796	789	796	795
N.O.W.(745)	519	562	578	575	568
Park(811)	732	792	798	795	795
Peabody(437)	341	383	377	378	383
Pierce(706)	463	499	525	547	561

8/28/2018	10am	11am	12pm	1pm	2pm
-----------	------	------	------	-----	-----

## Occupancy 10a-2p(Weekday Analysis)

Peabody(437)	55%	63%	88%	91%	87%
Pierce(706)	74%	81%	89%	91%	90%

8/15/2018	10am	11am	12pm	1pm	2pm
Chester(880)	93%	98%	97%	96%	98%
N.O.W.(745)	82%	87%	90%	92%	91%
Park(811)	91%	99%	99%	99%	95%
Peabody(437)	88%	92%	87%	86%	85%
Pierce(706)	70%	81%	86%	94%	94%

8/16/2018	10am	11am	12pm	1pm	2pm
Chester(880)	91%	92%	93%	92%	91%
N.O.W.(745)	85%	88%	89%	90%	89%
Park(811)	95%	96%	94%	96%	95%
Peabody(437)	80%	84%	86%	90%	94%
Pierce(706)	81%	88%	89%	89%	90%

8/17/2018	10am	11am	12pm	1pm	2pm
Chester(880)	50%	53%	54%	52%	43%
N.O.W.(745)	51%	56%	62%	59%	54%
Park(811)	68%	77%	80%	75%	69%
Peabody(437)	68%	69%	74%	74%	71%
Pierce(706)	71%	79%	83%	87%	86%

8/20/2018	10am	11am	12pm	1pm	2pm
Chester(880)	97%	96%	95%	90%	91%
N.O.W.(745)	72%	77%	77%	79%	79%
Park(811)	95%	97%	96%	97%	94%
Peabody(437)	77%	81%	82%	84%	84%
Pierce(706)	62%	67%	72%	76%	77%

8/21/2018	10am	11am	12pm	1pm	2pm
Chester(880)	88%	92%	93%	93%	92%
N.O.W.(745)	81%	86%	84%	83%	80%
Park(811)	94%	99%	98%	99%	96%
Peabody(437)	75%	86%	94%	97%	97%
Pierce(706)	67%	76%	81%	85%	85%

8/22/2018	10am	11am	12pm	1pm	2pm
Chester(880)	97%	98%	97%	96%	99%
N.O.W.(745)	85%	87%	86%	87%	87%
Park(811)	94%	97%	95%	95%	93%
Peabody(437)	88%	89%	90%	88%	91%
Pierce(706)	79%	79%	85%	87%	90%

8/23/2018	10am	11am	12pm	1pm	2pm
Chester(880)	87%	90%	89%	87%	88%
N.O.W.(745)	77%	81%	83%	87%	86%
Park(811)	85%	96%	100%	85%	83%
Peabody(437)	82%	81%	78%	84%	86%
Pierce(706)	70%	78%	88%	94%	89%

8/24/2018	10am	11am	12pm	1pm	2pm
Chester(880)	73%	75%	76%	76%	77%
N.O.W.(745)	62%	70%	75%	74%	74%
Park(811)	62%	72%	98%	89%	84%
Peabody(437)	68%	75%	74%	73%	75%
Pierce(706)	67%	79%	84%	87%	84%

8/27/2018	10am	11am	12pm	1pm	2pm
Chester(880)	86%	90%	90%	90%	90%
N.O.W.(745)	70%	75%	78%	77%	76%
Park(811)	90%	98%	98%	98%	98%
Peabody(437)	78%	88%	86%	86%	88%
Pierce(706)	66%	71%	74%	77%	79%

8/28/2018	10am	11am	12pm	1pm	2pm
-----------	------	------	------	-----	-----

## Occupancy 10a-2p(Weekday Analysis)

Chester(880)	812	842	842	843	829
N.O.W.(745)	550	611	611	602	621
Park(811)	783	798	798	810	798
Peabody(437)	338	383	383	385	388
Pierce(706)	473	543	513	620	586

8/29/2018	10am	11am	12pm	1pm	2pm
Chester(880)	808	824	823	817	798
N.O.W.(745)	584	649	668	669	662
Park(811)	735	789	804	804	782
Peabody(437)	337	359	358	362	381
Pierce(706)	507	559	584	619	606

8/30/2018	10am	11am	12pm	1pm	2pm
Chester(880)	702	732	751	748	731
N.O.W.(745)	551	616	611	626	638
Park(811)	696	738	755	750	749
Peabody(437)	332	368	353	361	369
Pierce(706)	482	570	631	620	617

8/31/2018	10am	11am	12pm	1pm	2pm
Chester(880)	447	474	443	422	350
N.O.W.(745)	432	468	374	400	352
Park(811)	443	481	482	474	440
Peabody(437)	266	288	304	307	293
Pierce(706)	454	512	540	551	544

## Occupancy 10a-2p(Weekday Analysis)

Chester(880)	92%	96%	96%	96%	94%
N.O.W.(745)	74%	82%	82%	81%	83%
Park(811)	97%	98%	98%	100%	98%
Peabody(437)	77%	88%	88%	88%	89%
Pierce(706)	67%	77%	73%	88%	83%

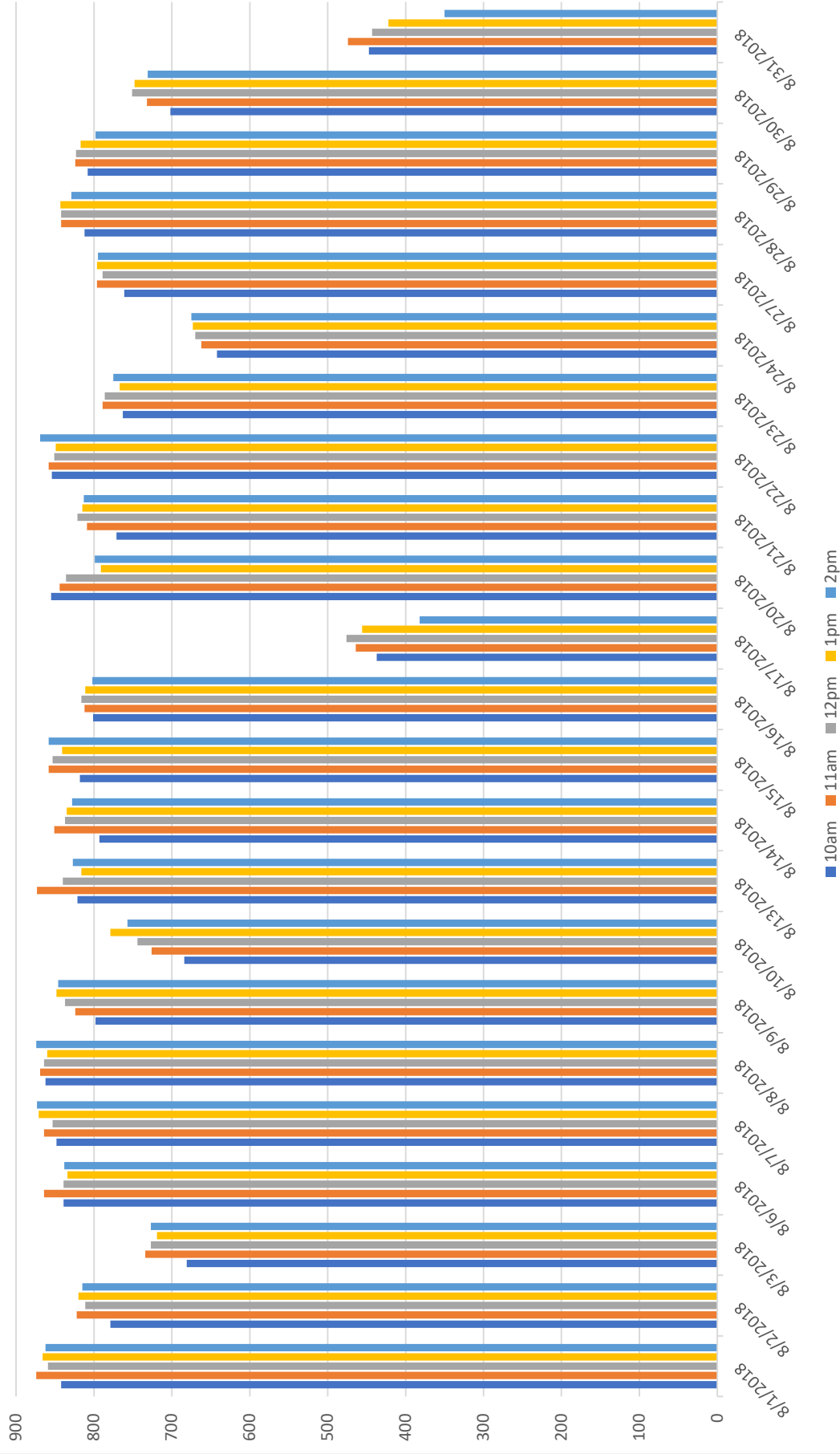
8/29/2018	10am	11am	12pm	1pm	2pm
Chester(880)	92%	94%	94%	93%	91%
N.O.W.(745)	78%	87%	90%	90%	89%
Park(811)	91%	97%	99%	99%	96%
Peabody(437)	77%	82%	82%	83%	87%
Pierce(706)	72%	79%	83%	88%	86%

8/30/2018	10am	11am	12pm	1pm	2pm
Chester(880)	80%	83%	85%	85%	83%
N.O.W.(745)	74%	83%	82%	84%	86%
Park(811)	86%	91%	93%	92%	92%
Peabody(437)	76%	84%	81%	83%	84%
Pierce(706)	68%	81%	89%	88%	87%

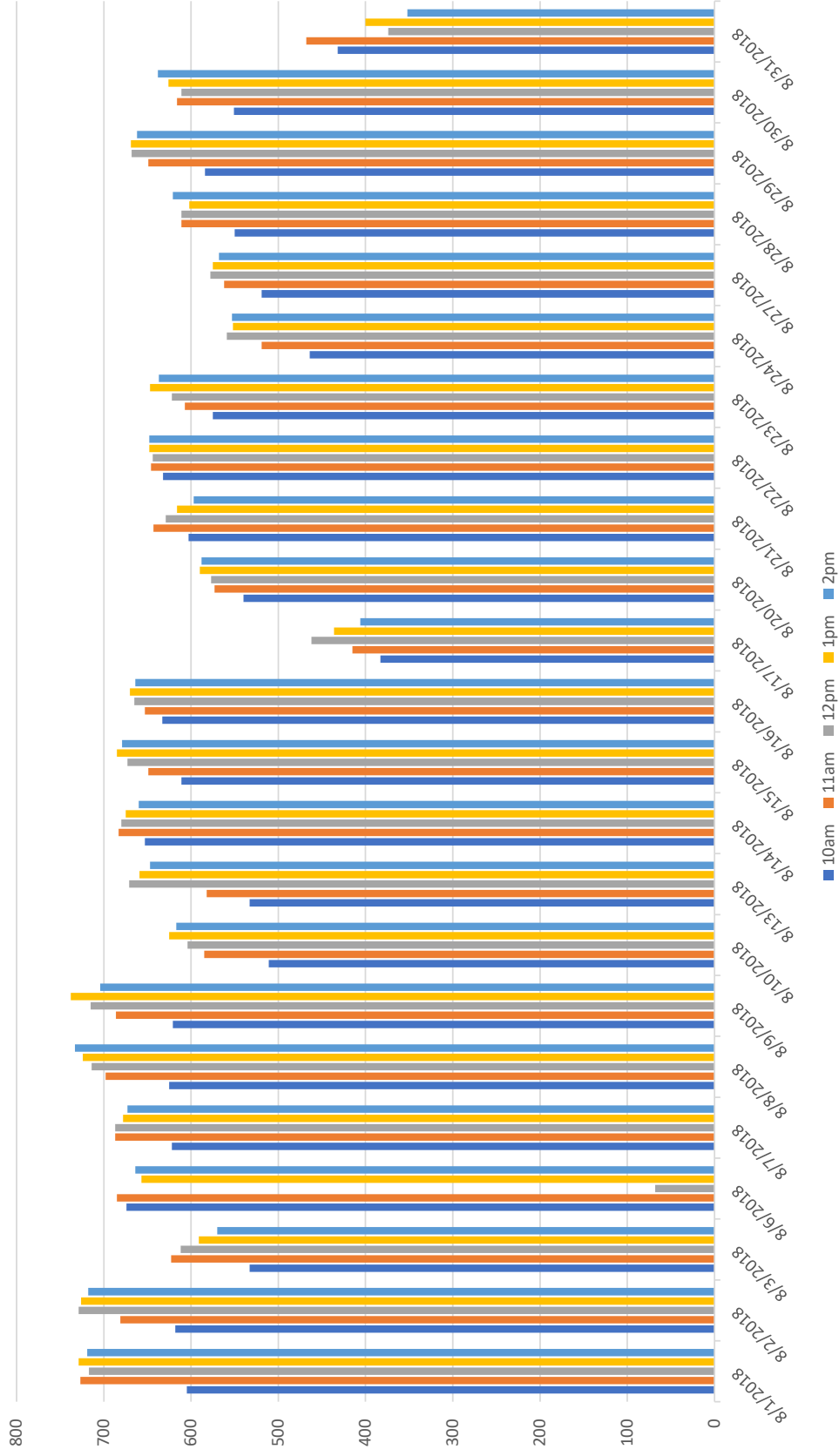
8/31/2018	10am	11am	12pm	1pm	2pm
Chester(880)	51%	54%	50%	48%	40%
N.O.W.(745)	58%	63%	50%	54%	47%
Park(811)	55%	59%	59%	58%	54%
Peabody(437)	61%	66%	70%	70%	67%
Pierce(706)	64%	73%	76%	78%	77%



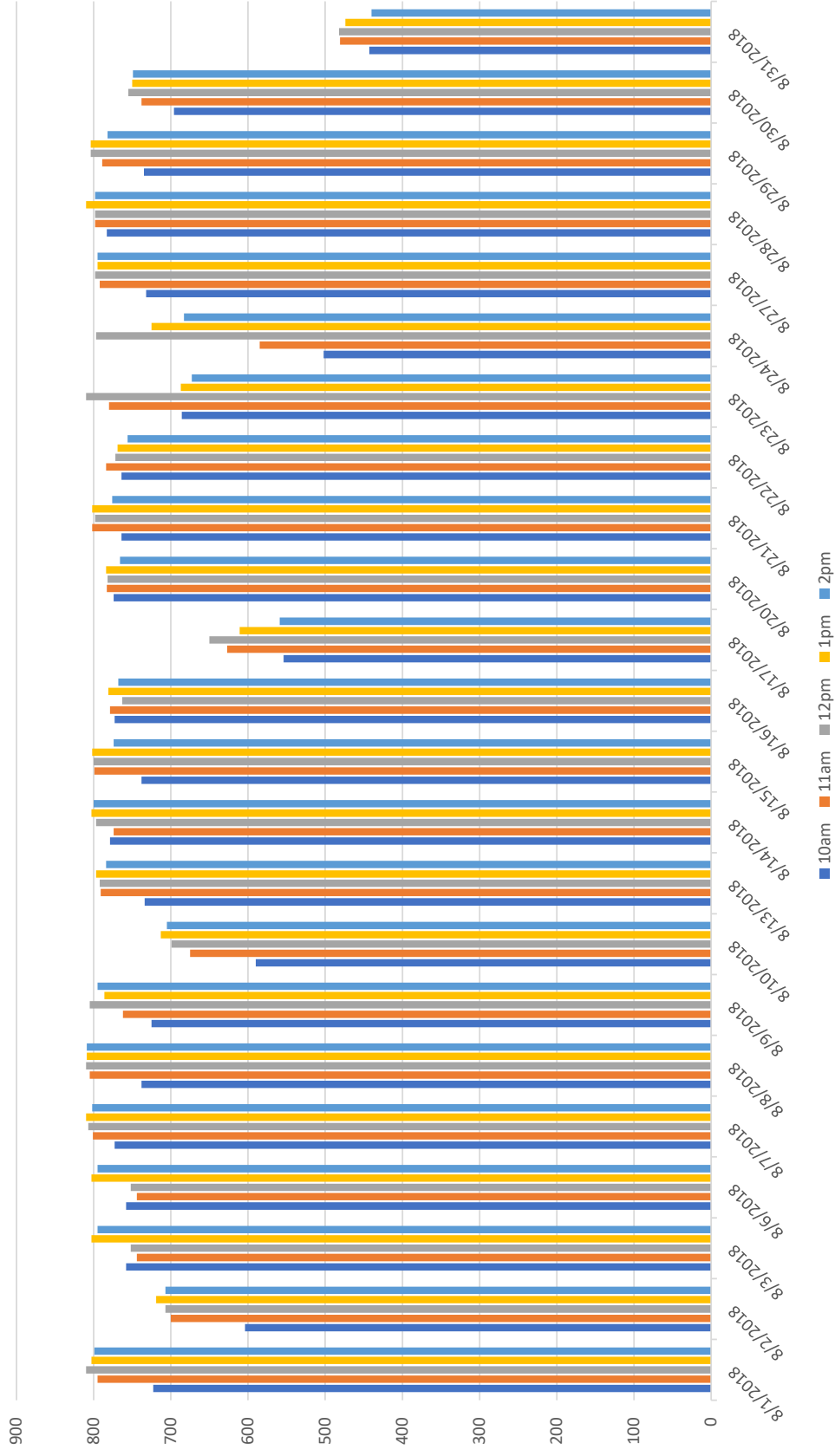
Chester Occupancy-880 Spaces



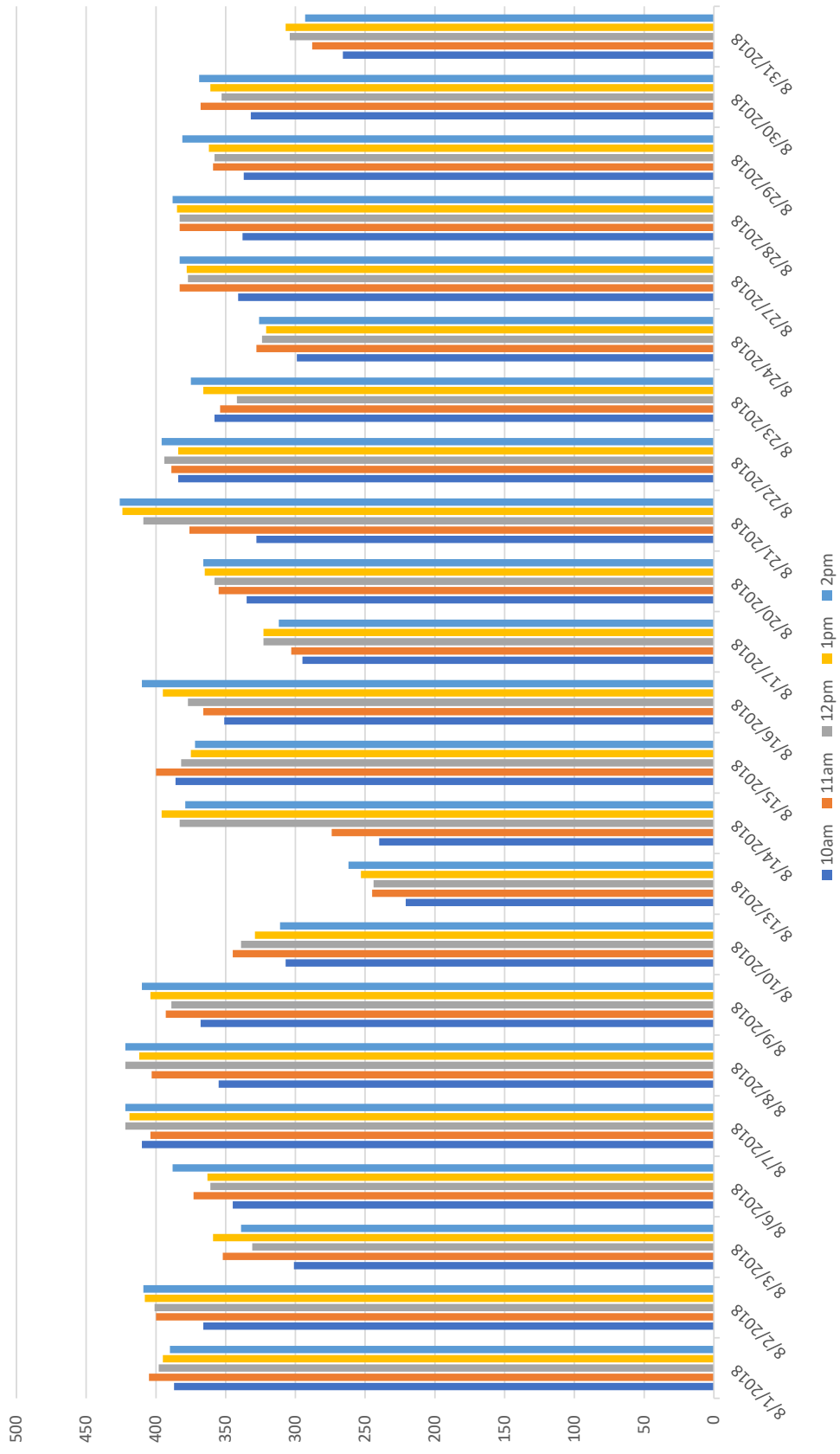
N.O.W. Occupancy-745 Spaces



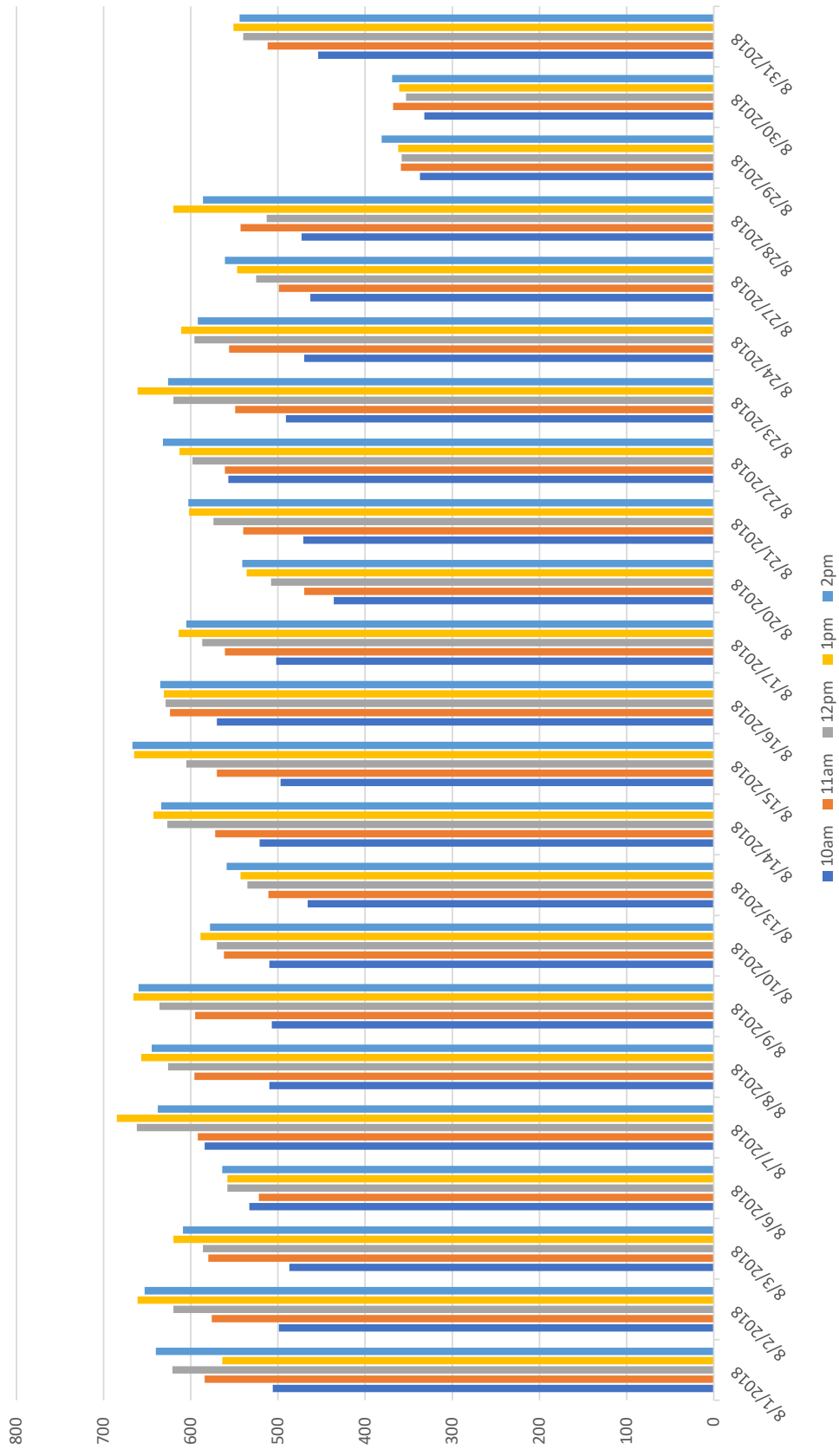
Park Occupancy-811 Spaces



Peabody Occupancy-437 Spaces



Pierce Occupancy-706 Spaces



# CHARTER TOWNSHIP OF BLOOMFIELD

## NOTICE OF PUBLIC HEARING

### ZONING BOARD OF APPEALS

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing at the Bloomfield Township Hall, 4200 Telegraph Road, on **THURSDAY, September 13, 2018 at 7:00 P.M.** to consider the following appeal:

Seeing approval for the following existing accessory structures located in the rear yard and more than 16 ft. from the side and rear lot lines, near an existing pool and screened with existing plantings, Section 24 Bloomfield Estates Sub Part of Lots 46 and 47:

- Two (2) existing 3 ft. high fire pots;
- Two (2) 3 ft. high planters.

The Code of the Charter Township of Bloomfield, Section 42-5.1 states that accessory uses/structures shall not be erected in any yard, except a rear yard, shall not exceed fourteen (14) feet in height, shall not be located closer than sixteen (16) feet to any side or rear lot lines, shall be screened from adjacent residences with evergreen and deciduous material which will obscure view twelve (12) months of the year, that such vegetation shall be maintained in a healthy condition, and shall require the review and approval of the Zoning Board of Appeals.

**(S. Samsonov, 5363 Brookdale Rd., 19-24-377-012)**

Described As: Section 24 Bloomfield Estates Sub Part of Lots 46 and 47

Sidwell No: 19-24-377-012

Comments regarding this proposal may be provided at the public hearing or by contacting the Planning Division in writing.

*Patricia Voelker, Director  
Planning, Building and Ordinance*

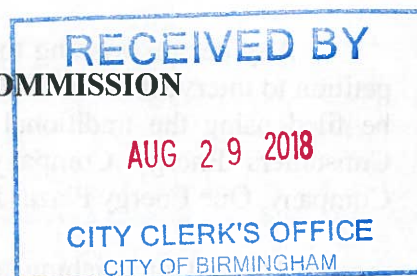
Dated: August 27, 2018

NOTE: The Charter Township of Bloomfield will provide necessary, reasonable auxiliary aids and services at all meetings to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Bloomfield Township Planning Division by writing or calling the following: Planning Division, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729.

## INFORMATION ONLY

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING  
FOR THE NATURAL GAS  
CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-20075



- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its gas cost recovery plan and revenues for the 12-month period of April 1, 2017 through March 31, 2018.
- The information below describes how a person may participate in this case.
- You may call or write, Consumers Energy Company, One Energy Plaza, Jackson, MI 49201-2276 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The prehearing conference in this matter will be held:

**DATE/TIME:** Tuesday, September 11, 2018, at 9:30 A.M.

**BEFORE:** Administrative Law Judge Suzanne D. Sonneborn

**LOCATION:** Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, Michigan 48917

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a hearing to consider Consumers Energy Company's June 29, 2018 application requesting approval of their 2017-2018 Gas Cost Recovery (GCR) reconciliation; and their over-recovery of \$1,479,277, as of March 31, 2018 to be rolled into the beginning balance of their 2018-2019 GCR reconciliation.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov).

**INFORMATION ONLY**



Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by **September 4, 2018**. (Petitions to intervene may also be filed using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, Consumers Energy Company, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's request may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Michigan Administrative Hearing System's Administrative Hearing Rules, Mich. Admin Code, R 792.10101 through R 792.10137, and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY  
CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND  
OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE  
LESSER OR GREATER AMOUNTS THAN THOSE REQUESTED.]**

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING  
FOR THE ELECTRIC  
CUSTOMERS OF  
DTE ELECTRIC COMPANY  
CASE NO. U-20172



- DTE Electric Company requests Michigan Public Service Commission's approval to reconcile its amended Renewable Energy (RE) plan revenues and expenses for 2017.
- The information below describes how a person may participate in this case.
- You may call or write, DTE Electric Company, One Energy Plaza, Detroit, MI 48226, (800) 477-4747 for a free copy of its application. Any person may review the application at the offices of DTE Electric Company.
- The Prehearing conference in this matter will be held:

**DATE/TIME:** Thursday, September 13, 2018, at 10:00 A.M.

**BEFORE:** Administrative Law Judge Sally L. Wallace

**LOCATION:** Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, Michigan 48917

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a hearing to consider DTE Electric Company's (DTE Electric) July 2, 2018 application requesting the Commission to: 1) approve of the transfer prices submitted for DTE Electric RE Contracts and Company-owned Renewable Energy Systems; 2) determine that DTE Electric's 2017 Renewable Cost Reconciliation and DTE Electric's 2008 PA 295 revenues collected and costs incurred in 2017 are reasonable and meet all relevant requirements under 2008 PA 295; 3) reconcile the revenues recorded and the allowance for the nonvolumetric Revenue Recovery Mechanism with the amounts actually expensed and projected; 4) determine that DTE Electric's Amended RE Plan and proposed surcharge revenue of \$1,659 (due to bills being recalculated for usage prior to 2017) are reasonable; 5) grant DTE Electric regulatory authority and approvals including its request that 186,349 Energy Waste Reduction Credits be transferred at zero cost from the Company's Energy Waste Reduction Credits to, and used for compliance with its Amended RE Plan; and 6) other relief.

All documents filed in this case shall be submitted electronically through the Commission's

**INFORMATION ONLY**

E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by **September 6, 2018**. (Petitions to intervene may also be filed using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, David S. Maquera, DTE Electric Company, One Energy Plaza, 688 WCB, Detroit, MI 48226-1279.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric Company's request may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Administrative Hearing System's Administrative Hearing Rules, Mich. Admin Code, R 792.10101 through R 792.10137, and R 792.10401 through R 792.10448.