

BIRMINGHAM CITY COMMISSION AGENDA
MARCH 25, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Patty Bordman, 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 City Commission will hold a workshop to receive an update on the N. Old Woodward Parking Structure and Bates Street development project on March 26, 2019 at 5:00 p.m. in the Commission Room.
- Author Adriana Trigiani will be speaking on April 2 at Temple Beth El and April 3 at Adat Shalom Synagogue at 7:00 p.m. as part of the 2019 Everyone's Reading program. Tickets to each event are available at the Baldwin Public Library.
- The Birmingham City Commission wishes to thank Lilly Stotland for her service on the Parks and Recreation Board since December 2015.

Appointments:

- A. Interviews for the Multi-Modal Transportation Board
 - 1. Johanna Slanga
- B. Appointments to the Multi-Modal Transportation Board
To appoint _____, as a regular member who has traffic-focused education and/or experience to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 2022.
- C. Interviews for the Parks and Recreation Board
 - 1. Therese Longe
 - 2. Dominick Pulis
- D. Appointments to the Parks and Recreation Board
To appoint _____, to the Parks and Recreation Board as a regular member to serve a three-year term to expire March 13, 2022.

To appoint _____, to the Parks and Recreation Board as a regular member to serve a three-year term to expire March 13, 2022.
- E. Interviews for the Planning Board
 - 1. Robin Boyle
 - 2. Scott Clein
- F. Appointments to the Planning Board

To appoint _____, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2022.

To appoint _____, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2022.

G. 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 March 11, 2019.
- B. Resolution approving the Special City Commission meeting minutes of March 18, 2019.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated March 13, 2019 in the amount of \$1,573,817.22.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated March 20, 2019 in the amount of \$620,146.09.
- E. Resolution awarding the Parking Lot #6 Rehabilitation Project, Contract #4-19 (PK) to Asphalt Specialists, Inc. in the amount of \$642,864.50, to be charged to the Parking Fund, account number 585-538.006-981.0100, contingent upon execution of the agreement and meeting all insurance requirements.
- F. Resolution approving the agreement between the City of Birmingham and DTE Energy and authorizing the expenditure of \$44,501.40 to DTE Energy, for the relocation of three (3) existing street lights, the manufacture and installation of three (3) new street lights, in conjunction with the rehabilitation of Parking Lot #6 and the replacement of nine (9) existing luminaires with LED luminaires. The work will be charged to account number 585-538.006-981.0100.
- G. Resolution awarding the 2019 Storm Drain Improvements Project, Contract #7-19(S) to Sitework Services, LLC, in the amount of \$82,225, to be charged to the Local Streets Fund, account number 203-449.001-981.0100, contingent upon execution of the agreement and meeting all insurance requirements, and further approving the appropriation and amendment to the fiscal year 2018-2019 Local Street Fund budget.
- H. Resolution adopting the new Street Acceptance Resolutions for Forest Hills Lane and Martin Street respectively and forward certified copies of their resolutions to the Michigan Department of Transportation for inclusion on Act 51 distributions.
- I. Resolution accepting the resignation of Lori Eaton from the Birmingham Museum Board, thanking her for her service, and directing the City Clerk to begin the process of filling the vacancy.
- J. Resolution approving an extension of the Old Woodward Sewer Video Inspection Contract, to conduct similar work on the Maple Rd. Reconstruction Project area, at 2017 contract prices, to Pipetek Infrastructure Services, Inc., in the amount of \$8,530.00, contingent upon submittal of the required updated insurance certificate. All costs shall be charged to account number 590-536.001-981.0100.

- K. Resolution approving the purchase and planting of 66 trees from KLM Landscape for the 2019 Spring Tree Purchase and Planting Project for a total project cost not to exceed \$23,425.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202-449.005-729.0000, the Parks Other Contractual Services account #101-751.000-811.0000, and the Parks Operating Supplies account, #101-751.000-729.0000 for these services. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.
- L. Resolution approving an agreement with L.G.K. Building Inc. in the amount not to exceed \$44,000.00 to perform the project titled Adams Fire Station Locker Room from the Adams Fire Station Capital Improvement Account #401-339.000-977.0000; directing the Mayor and City Clerk to sign the agreement on behalf of the City; and approving the appropriation and amendment to the fiscal year 2018-2019 Capital Projects Fund budget.
- M. Resolution approving an agreement with Tech Mechanical Inc. in the amount not to exceed \$58,075.00 to perform the project titled New Chiller for City Hall from the City Hall and Grounds Capital Improvement Account 401-265.001-977.0000; directing the Mayor and City Clerk to sign the agreement on behalf of the City; and approving the appropriation and amendment to the fiscal year 2018-2019 Capital Projects Fund budget.
- N. Resolution setting Monday, May 6, 2019 at 7:30 PM for a public hearing to consider an amendment to Article 4, Section 4.74 SS-01 of Chapter 126, Zoning, of the Code of the City of Birmingham to establish standards regulating projections in the public right-of-way.
- O. Resolution setting Monday, May 6, 2019 at 7:30 PM for a public hearing to consider the following amendments to Chapter 126, Zoning, of the Code of the City of Birmingham to clarify the board review process for the renovation and new construction of buildings:
 - 1. Article 7, Processes, Permits and Fees, Section 7.08, Design Review Requirements and;
 - 2. Article 7, Processes, Permits and Fees, Section 7.25; Site Plan Review.
- P. Resolution setting Monday, May 6, 2019 at 7:30 PM for a public hearing to consider the proposed lot combination of 411 and 425 Hanna Street, Parcel # 1936182005 & #1936156006.

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. Public Hearings to consider renewal of liquor licenses for the 2019 licensing period.
 - 1. To renew, for the 2019 licensing period, the liquor license held by *name of establishment*.
- OR**
- Resolution finding that (*name of establishment*) (Licensee), doing business at (*address*), has violated the standards set forth in Section 10-40 of the City Code; and to file with the Michigan Liquor Control Commission an objection to the

renewal of the Licensee's liquor license for the following reasons (*list those which apply*):

- (1) Licensee's failure to comply with all applicable city and state laws concerning health, safety, moral conduct or public welfare.
- (2) Licensee's repeated violations of state liquor laws.
- (3) Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including but not limited to any of the following:
 - a. Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes;
 - b. A pattern of patron conduct in the neighborhood of the licensed premises which is in violation of the law and/or disturbs the peace, order, and tranquility of the neighborhood;
 - c. Failure to maintain the grounds and exterior of the licensed premises, including litter, debris, or refuse blowing or being deposited upon adjoining premises;
 - d. Entertainment on the licensed premises without a permit and/or entertainment which disturbs the peace, order and tranquility in the neighborhood of the licensed premises;
 - e. Any advertising, promotion or activity in connection with the licensed premises which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinances or laws, or contributes to the disruption of normal activity of those in the neighborhood of the licensed premises;
 - f. Numerous police contacts with the licensed premises or the patrons of the premises;
 - g. Failure to adequately staff and control the premises; and
 - h. The conditions or practices of the business present immediate health and safety issues.
- (4) Licensee's failure to permit the inspection of the licensed premises by the city's agents or employees in connection with the enforcement of the City Code.
- (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
- (6) Licensee's failure to comply with all standards and plans established and approved by the city commission at the time of original approval or transfer of the license.
- (7) Licensee's failure to timely pay its taxes or other monies due the city.

B. Public Hearing of Necessity for Pierce Street Alley Special Assessment District

1. Resolution declaring necessity to create a Special Assessment District for improvements to the Pierce Street Alley from Pierce Street to E. Merrill Street, consisting of the construction of an 18 foot wide concrete pavement with

exposed aggregate concrete accents to be levied against the properties, both public and private within said district, and further setting Monday, April 8, 2019 at 7:30 PM for a public hearing to confirm the roll for the paving of the Pierce Street Alley, Pierce Street to E. Merrill Street.

- C. Public Hearing of Confirmation for Park Street Streetscape within the limits of the Park Street Paving Project
1. Resolution confirming and ratifying Special Assessment Roll No. 888 to defray the cost of streetscape and street lights within the limits of the Park Street Paving Project and instructing the City Clerk to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement. Further, special assessments shall be payable in ten (10) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of six and a half percent (6.5%) on all unpaid installments.
- D. Resolution directing the Engineering Dept. to proceed to final design of the Park St. Paving Project, Oakland Blvd. to Hamilton Ave., per the streetscape design concept plan, including Option 1 for the northwest corner of Park St. and Hamilton Ave., pending final review by the Architectural Review Committee.
- E. Resolution to meet in closed session for a strategy and negotiation session connected with the negotiation of a collective bargaining agreement pursuant to Section 8(c) of the Open Meetings Act, MCL 15.261 – 15.275.
- (A roll call vote is required and the vote must be approved by a majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)**

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
 1. Notice of intent to appoint to Museum Board on May 6, 2019.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 1. Annual Golf Report submitted by Golf Manager Brito

XI. ADJOURN

INFORMATION ONLY

PLEASE NOTE: Due to building security, public entrance during non-business hours is through the Police Department – Pierce St. entrance 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 THE MULTI-MODAL TRANSPORTATION BOARD

At the regular meeting of Monday, March 11, 2019, the Birmingham City Commission intends to appoint one regular member to the Multi-Modal Transportation Board with Traffic-focused Education/Experience and one regular member with Urban Planning/Architecture/Design Education/Experience to serve three-year terms to expire March 24, 2022.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 6, 2019. These documents 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 appointments.

In so far as possible, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the City. Applicants for this position do not have to be a qualified elector or property owner in Birmingham.

Duties of the Multi-Modal Transportation Board

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the City Commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Traffic-focused education/experience, or urban planning, architecture or design education/experience.
Johanna Slanga	Traffic-focused education/experience

SUGGESTED ACTION:

To appoint _____, as a regular member who has traffic-focused education and/or experience to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 2022.

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



MULTI-MODAL TRANSPORTATION BOARD

Chapter 110, Sections 110-26 & 110-27

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

In so far as possible, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the city. At least five Board members shall be electors or property owners in the city. The remaining Board members may or may not be electors or property owners in the City.

Term: Three years.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Capone	Chris	[REDACTED]	2/25/2019	12/31/2019
[REDACTED]			Student Representative	
Birmingham	48009	[REDACTED]		
Edwards	Lara	(734) 717-8914	4/28/2014	3/24/2020
1636 Bowers			Member at large from different	geographical areas of the city.
Birmingham	48009	<i>lmedwards08@gmail.com</i>		
Folberg	Amy	(248) 890-9965	12/14/2015	3/24/2020
1580 Latham			Member at large from different	geographical areas of the city.
Birmingham	48009	<i>amy.folberg@gmail.com</i>		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Isaksen 1386 Yorkshire Birmingham	Daniel 48009	(734) 9046867 <i>isaksen.dan@gmail.com</i>	5/8/2017 Alternate	10/27/2019
Pompi [REDACTED] Birmingham	Bennett 48009	[REDACTED] [REDACTED]	2/25/2019 Student Representative	12/31/2019
Rontal 926 Bird Birmingham	Daniel 48009	(734) 904-2544 <i>darontal@gmail.com</i>	10/27/2016 Mobility or Vision Impairment Experience/Expertise	3/24/2020
Schafer 1966 Fairway Birmingham	Katie 48009	(248) 835-5064 <i>schafekat@gmail.com</i>	3/13/2017 Pedestrian Advocate	3/24/2021
Slanga 4410 Charing Way Bloomfield Hills	Johanna 48304	(248) 761-9567 <i>johannaslanga@gmail.com</i>	5/5/2014 Traffic-Focus Education/Experience Member	3/24/2019
VACANT				3/24/2019 Urban Planning /Architecture /Design

Last Name	First Name	Home Business		
Home Address		E-Mail	Appointed	Term Expires
White	Doug	(248) 825-2223	5/14/2018	3/24/2021
1342 Holland St.			Bicycle/Pedestrian Advocate	
Birmingham	48009	<i>dwhite10@peoplepc.com</i>		
Zane	Joseph	(248) 563-3381	12/10/2018	10/27/2019
1014 Chestnut St.			Alternate	
Birmingham	48009	<i>Joseph.Michael.Zane@gmail.com</i>		

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Multi Modal Transportation Board

Year: 2019

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
															0	0	#DIV/0!
Lara Edwards	A														0	1	0%
Daniel Rontal	A														0	1	0%
Amy Folberg	A														0	1	0%
Johanna Slanga	P														1	0	100%
Doug White	P														1	0	100%
Katie Schafer	P														1	0	100%
															0	0	#DIV/0!
															0	0	#DIV/0!
ALTERNATES																	
Daniel Isaksen	P														1	0	100%
Joe Zane	P														1	0	100%
Bennett Pompei (Stdnt)	NA														0	0	#DIV/0!
Chris Capone (Stdnt)	NA														0	0	#DIV/0!
Present or Available	5	0	0	0	0	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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Multi Modal Transportation Board

Year: 2018

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Vionna Adams	P	A	P	P	NA	NA	NA	NA	NA	NA	NA	NA			3	1	75%
Lara Edwards	P	P	P	P	P	P	P	P	A	P	P	NM			10	1	91%
Andy Lawson	P	A	P	A	NA	NA	NA	NA	NA	NA	NA	NA			2	2	50%
Michael Surnow	P	A	A	A	NA	NA	NA	NA	NA	NA	NA	NA			1	3	25%
Amy Folberg	P	A	P	P	P	P	P	P	P	P	P	NM			10	1	91%
Daniel Rontal	P	A	P	A	P	A	P	A	P	P	P	NM			7	4	64%
Johanna Slanga	A	P	P	A	A	P	P	P	P	A	A	NM			6	5	55%
Doug White	NA	NA	NA	NA	NA	P	P		P	P					4	0	100%
															0	0	#DIV/0!
ALTERNATES																	
Katie Schafer	P	P	P	P	P	P	P	A	P	P	P	NM			10	1	91%
Daniel Isaksen	P	P	P	P	P	P	P	A	A	P	P	NM			9	2	82%
Alex Lindstrom Stdnt											A				0	1	0%
Reserved															0	0	#DIV/0!
Present or Available	8	4	8	5	5	6	7	3	5	6	5	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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee:

Multi Modal Transportation Board

Year: **2017**

MEMBER NAME	1/4	2/2	3/2	4/13	5/4	6/1	7/20	8/3	9/7	10/19	11/2	12/7	Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS															
Vionna Adams	NM	A	P	A	A	P	P	P	P	P	A	P	7	4	64%
Lara Edwards	NM	P	P	P	P	P	P	P	P	A	P	P	10	1	91%
Andy Lawson	NM	A	A	P	P	P	P	A	A	P	A	A	5	6	45%
Michael Surnow	NM	P	A	P	P	P	A	A	A	P	P	P	7	4	64%
Amy Folberg	NM	P	P	A	P	P	P	P	P	P	P	A	9	2	82%
Daniel Rontal	NM	P	A	P	P	P	P	A	P	P	P	A	8	3	73%
Johanna Slanga	NM	P	P	P	A	P	A	P	P	A	P	P	8	3	73%
ALTERNATES															
Katie Schafer	NM	A	A	P	P	P	P	P	P	P	P	P	9	2	82%
Daniel Isaksen	NM	A	A	A	A	P	P	A	P	P	P	P	6	5	55%
Members in attendance	0	5	4	6	6	9	7	5	7	7	7	6			

**KEY: A = Absent
P = Present
NM = No Meeting**

**MULTI-MODAL
TRANSPORTATION**

2016

	J	F	M	A	M	J	J	A	S	O	N	D	%
Vionna Adams	X	P	X	P	X	P	X	X	X	X	P		100%
Lara Edwards	X	A	X	P	X	P	X	X	X	X	P		75%
Amy Folberg	X	P	X	P	X	P	X	X	X	X	P		100%
Andy Lawson	X	A	X	P	X	P	X	X	X	X	P		75%
Amanda Warner	X	P	X	P	X	P	X	X	X	X	*		100%
Michael Surnow	X	A	X	P	X	A	X	X	X	X	P		50%
Johanna Slanga	X	P	X	P	X	*	X	X	X	X	x		100%

X = Meeting Cancelled

* = Member Resigned

** = Member Not Yet Appointed



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> 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.
(Please print clearly)

Board/Committee of Interest MULTIMODAL TRANSPORTATION BOARD

Specific Category/Vacancy on Board TRAFFIC FOCUSED MEMBER

Name JOHANNA SLANGA

Phone 248-761-9567

Residential Address 4410 CHARING WAY

Email JOHANNASLANGA@GMAIL.COM

Residential City, Zip BLOOMFIELD HILLS, 48304

Length of Residence 2 YEARS; 8 MONTHS

Business Address _____

Occupation ENGINEERING & BUSINESS MANAGEMENT

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
I AM CURRENTLY SERVING ON THE MULTI-MODAL BOARD AS THE CHAIR. I REALLY ENJOY THE COMPLEXITIES OF THIS POSITION AND HELPING MOVE THE COMMUNITY FORWARD THROUGH TRANSPORTATION CHALLENGES. I EMBRACE AND DEMONSTRATE DIVERSITY IN THOUGHT AS THE CORE PRINCIPLE TO THIS POSITION

List your related employment experience I CURRENTLY WORK AT FORD MOTOR COMPANY IN AUTOMOTIVE ENGINEERING, PROGRAM MANAGEMENT, AND AUTONOMOUS VEHICLE PROGRAMS

List your related community activities I HAVE SERVED THIS BOARD FOR 5+ YEARS, PAST MEMBER OF THE TRAFFIC AND SAFETY, PARKING ADVISORY COMMITTEE, AND SOUTH WOODWARD ADHOC COMMITTEE.

List your related educational experience I HAVE A BACHELOR AND MASTERS OF SCIENCE IN MECHANICAL ENGINEERING AND A MASTER IN BUSINESS ADMINISTRATION.

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? YES

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

Johanna Slanga
Signature of Applicant

2/18/2019
Date

3A1

Return the completed and signed application: cmynsberge@bhamgov.org or by fax to 248.5

City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to cmynsberge@bhamgov.org
Updated 8/16/17



NOTICE OF INTENTION TO APPOINT TO THE PARKS AND RECREATION BOARD

At the regular meeting of Monday, March 11, 2019, the Birmingham City Commission intends to appoint two regular members to the Parks and Recreation Board to serve three-year terms to expire March 13, 2022.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 14, 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:

Applicant Name	Criteria/Qualifications
	Members must be electors (registered voters) of the City of Birmingham.
Therese Longe 1253 Yosemite	Registered voter
Dominick Pulis 824 Wimbledon	Registered voter

SUGGESTED ACTION:

To appoint _____, to the Parks and Recreation Board as regular member to serve a three-year term to expire March 13, 2022.

To appoint _____, to the Parks and Recreation Board as regular member to serve a three-year term to expire March 13, 2022.

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 E-Mail	Appointed	Term Expires
Butcher	John		2/25/2019	12/31/2019
			Student Representative	
Carmona	Heather	(248) 867-1346	3/12/2018	3/13/2021
887 Lakeview Ave.			Registered Voter	
		<i>htcarmona@sbcglobal.net</i>		
Kaplan	Ross	(248) 645-6526	10/22/2007	3/13/2020
635 Oak			Registered Voter in Birmingham	
		<i>rkaplan@neumannsmith.com</i>		
Longe	Therese	(248) 258-6744	3/29/2004	3/13/2019
1253 Yosemite		(313) 745-0138	Registered Voter in Birmingham	
		<i>tmquattro@gmail.com</i>		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Meehan 656 Chester	John	(248) 644-5923 <i>john.meehan@att.net</i>	3/18/2002 Registered Voter in Birmingham	3/13/2020
Noble 1160 Lake Park Dr.	Eleanor	(248) 417-7777 <i>elliecnoble@hotmail.com</i>	7/10/2017 Alternate	3/13/2020
Pulis 824 Wimbledon Dr.	Dominick	(586) 381-5831 <i>dompulis@hotmail.com</i>	1/14/2019 Alternate	3/13/2020
Rusche 358 Henley St.	John	(248) 731-7068 <i>jprusche@aol.com</i>	9/6/2018 Registered Voter in Birmingham (was Alt)	3/13/2021
VACANT L. Stotland chose not to apply for reappointment				3/13/2022 Registered Voter in Birmingham
Wiebrecht 1714 Torry	William	(248) 703-6503 <i>whw989@wowway.com</i>	10/14/1991 Registered Voter in Birmingham	3/13/2021

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Parks and Recreation Board

Year: 2019

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Heather Carmona	P	P	P												7	1	88%
Ross Kaplan	A	P	P												2	1	67%
Therese Longe	P	P	A												2	1	67%
John Meehan	P	A	A												1	2	33%
John Rusche	P	P	P												3	0	100%
Lilly Stotland	P	P	P												3	0	100%
William Wiebrecht	P	P	P												3	0	100%
CeCe Cousins (student)	P	P	NA												2	0	100%
Jakob Sayers (student)	P	A	NA												1	1	50%
John Butcher (student)			P														
ALTERNATES																	
Eleanor Noble	P	P	P												3	0	100%
Dominick Pulis	NA	NA	P												1	0	100%
															0	0	#DIV/0!
Present or Available	9	8	8	0	0	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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Parks and Recreation Board

Year: 2018

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Heather Carmona	NA	NA	NA	P	P	P	P	P	P	P	A	P			7	1	88%
Ross Kaplan	A	P	A	P	P	P	P	P	A	P	P	P			9	3	75%
Therese Longe	P	P	P	P	P	P	P	P	P	A	P	P			11	1	92%
John Meehan	P	A	A	P	P	P	P	P	P	P	P	A			9	3	75%
John Rusche (frm Alt to Bd 9/6/18)		P	P					P	P	P	A	P			6	1	86%
Lilly Stotland	P	A	P	P	P	P	P	P	P	A	P	A			9	3	75%
Ryan Ross	P	P	P	P	P	P	P	NA	NA	NA	NA	NA	NA	NA	7	0	100%
Raymond Stevens	P	P	A	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	2	1	67%
William Wiebrecht	P	P	P	P	P	P	P	P	P	P	P	P			12	0	100%
CeCe Cousins (student)	NA	NA	P	A	P	P	A	P	P	P	P	A			7	3	70%
Jakob Sayers (student)	NA	NA	P	P	P	P	A	P	A	P	P	P			8	2	80%
ALTERNATES																	
Eleanor Noble	P	P	P						P	P	P	P			7	0	100%
VACANT																	
Reserved															0	0	#DIV/0!
Present or Available	7	7	8	8	9	9	7	9	8	8	8	7	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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: **Parks and Recreation Board**

Year: **2017**

MEMBER NAME	1/10	2/7	3/7	4/12	5/2	6/6	7/11	8/1	9/12	10/3	11/14	12/5	Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS															
Lilly Stotland	P	A	P	P	P	A	P	P	A	P	P	A	8	4	67%
Ross Kaplan	P	P	P	P	A	A	P	P	P	P	P	P	10	2	83%
Therese Longe	P	P	P	P	P	P	P	P	P	P	P	P	12	0	100%
John Meehan	A	A	A	P	P	P	P	A	P	P	A	P	7	5	58%
Ryan Ross	P	P	P	P	P	P	P	P	P	P	P	P	12	0	100%
Art Stevens	A	A	A	A	P	P	P	P	A	P	P	P	7	5	58%
Bill Wiebrecht	P	P	P	P	P	P	P	A	P	P	P	P	11	1	92%
Reserved													0	0	#DIV/0!
Reserved													0	0	#DIV/0!
ALTERNATES															
Eleanor Noble 7/10/17									P		P		2	0	100%
John Rusche 7/10/17								P	P			P	3	0	100%
Reserved													0	0	#DIV/0!
Reserved													0	0	#DIV/0!
Members in attendance	5	4	5	6	6	5	7	6	7	7	7	7			

KEY: A = Absent

P = Present

NM = No Meeting

na = not appointed at that time

Department Head Signature

CITY OF BIRMINGHAM
PARKS AND RECREATION BOARD
ATTENDANCE

2016

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Total Mtg. Held	Total Mtg. Attended	% Attended (P/O)
Lilly Stotland	P	A	P	P	P	A	P	P	A	A	A	A	12	6	50%
Ross Kaplan	P	P	P	P	P	A	P	P	A	P	P	P	12	10	83%
Therese Longe	P	P	P	P	P	P	P	P	P	P	P	P	12	12	100%
John Meehan	P	P	A	P	P	P	P	P	P	P	P	P	12	11	92%
Ryan Ross	P	P	A	P	P	P	P	P	P	P	P	A	12	10	83%
Art Stevens	A	A	A	P	P	P	P	P	P	A	P	A	12	7	58%
Bill Wiebrecht	P	P	P	P	P	P	P	P	P	P	P	P	12	12	100%
Nichole McMaster, Student Representative appointed 2/8/16			P	P	P	P	P	A	A	P	A	P	10	7	70%
KEY: A=ABSENT															
P= PRESENT															
C= MEETING CANCELLED															

Department Head Signature



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.

(Please print clearly)

Board/Committee of Interest Parks & Recreation Board

Specific Category/Vacancy on Board Member

Name Therese Quattrociochi Longe

Phone 248-258-6744

Residential Address 1253 Yosemite Blvd.

Email tmquattro@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 35 years

Business Address 3011 West Grand Blvd, Suite 218

Occupation Director, Corporate & Foundation Relations
and Senior Program Officer

Business City, Zip Detroit, MI 48202

Children's Hospital of Michigan Foundation

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I wish to continue as a member of the Parks and Recreation Board to help protect and improve our parks and recreational resources. I am excited to work to implement projects identified in our new Park Master Plan that will contribute to the quality of life of Birmingham residents.

List your related employment experience Director, Corporate & Foundation Relations and Senior Program Officer, CHMF, 2011 - present. Manager, Corporate & Foundation Giving, Children's Hospital of Michigan, 2007 - 2010. Director, Grant Development, Beaumont Hospital Foundation, 1997 - 2006.

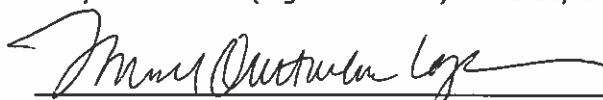
List your related community activities Parks & Recreation Board Member since 3/2004, several terms as Chair. Service on P&R Master Plan Subcommittees. Shain Park Study Committee, YMCA-Bham Ad Hoc Joint Venture Committee, Ad Hoc Barnum Steering Committee

List your related educational experience Oakland University, MS, Biology/Biochem 1983

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

February 27, 2019
Date



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<input checked="" type="radio"/> Will Attend	<input type="radio"/> 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.

(Please print clearly)

Board/Committee of Interest Parks and Recreation Board

Specific Category/Vacancy on Board regular member (registered voter in the City of Birmingham)

Name Dominick Pulis

Phone (586) 381-5831

Residential Address 824 Wimbleton Dr

Email dompulis@hotmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 15 years (cumulative)

Business Address _____

Occupation Quality Manager at FCA (Fiat Chrysler)

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
As an father of 3, golfer, and dog owner, I am an avid user of the Bham Parks and Rec offerings. This opportunity fits well with my
interest in civic volunteering.

List your related employment experience I have managed large capital budgets and strategic long range capex forecasting.

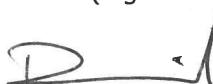
List your related community activities previously served as 2012 Parks and Rec Board member and Vice-Chair; discontinued the
role due to international work assignment relocation. Am currently serving as an alternate member
on the Parks and Recreation Board.

List your related educational experience Bachelor Engineering, Master Engineering, MBA

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

02March2018 06March2019
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to cmynsberge@bhamgov.org or by fax to 248.530.1080.

Updated 8/16/17



NOTICE OF INTENTION TO APPOINT TO PLANNING BOARD

At the regular meeting of Monday, March 11, 2019, the Birmingham City Commission intends to appoint two regular members to serve three-year terms to expire March 28, 2022. Members must consist of an architect duly registered in this state, a building owner in the Central Business or Shain Park Historic District, and the remaining 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 must be residents of the City of Birmingham.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 6, 2019. 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.

PLANNING BOARD DUTIES

The Planning Board consists of seven regular and two alternate members who serve three-year terms without compensation. The board meets at 7:30 P.M. on the second and fourth Wednesdays of each month to hear design reviews, zoning ordinance text amendments and any other matters which bear relation to the physical development or growth of the city.

Specifically, the duties of the Planning Board are as follows:

1. Long range planning
2. Zoning ordinance amendments
3. Recommend action to the city commission regarding special land use permits.
4. Site plan/design review for non-historic properties
5. Joint site plan/design review for non-residential historic properties
6. Rezoning requests.
7. Soil filling permit requests
8. Requests for opening, closing or altering a street or alley

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:

Applicant Name	Criteria/Qualifications Building owner in the Central Business or Shain Park Historic District. 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. Members must be residents of the City of Birmingham.
Robin Boyle 840 Wimbledon	Planning Professor
Scott Clein 1556 Yosemite	Civil Engineer/Urban Design

SUGGESTED ACTION:

To appoint _____, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2022.

To appoint _____, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2022.

PLANNING BOARD

Chapter 82 – Section 82-27 – Seven Members

Job Requirements: An architect duly registered in this state, a building owner in the Central Business or Shain Park Historic District, and remaining members, must 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.

Terms: Three Years

Appointment by City Commission

Meeting Schedule: Second and Fourth Wednesday of the month at 7:30 PM.

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address	E-Mail			
Boyce 179 Catalpa	Janelle <i>jlwboyce@hotmail.com</i>	(248) 321-3207	12/10/2007 Design profession	3/28/2020
Boyle 840 Wimbledon	Robin <i>r.boyle@wayne.edu</i>	(248) 961-1514	4/19/2004 Planning Professor	3/28/2019
Clein 1556 Yosemite	Scott <i>s.clein@comcast.net</i>	(248) 203-2068	3/22/2010 Civil Engineer/Urban Design	3/28/2019
Emerine 720 Bennaville Ave.	Jason <i>je@seiberkeast.com</i>	(312) 371-9398	5/14/2018 Alternate	11/2/2020
Jeffares 1381 Birmingham Blvd	Stuart <i>stuartjeffares@gmail.com</i>	(248) 321-2120	12/14/2015 Real Estate profession	3/28/2021

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Koseck 2441 Dorchester	Bert	(248) 302-4018 <i>bkoseck@comcast.net</i>	10/12/2009 Architect	3/28/2020
Ramin 1701 Maryland	Nasseem	(248) 765-9446 <i>nramin@dykema.com</i>	11/20/2017 Alternate/Attorney	11/2/2020
Share 1040 Gordon Lane	Daniel	(248) 642-7340 <i>dshare@bsdd.com</i>	11/24/2014 Building Owner	3/28/2021
Trimble [REDACTED]	Sofia	[REDACTED] [REDACTED]	2/25/2019 Student Representative	12/31/2019
Utle [REDACTED]	John	[REDACTED] [REDACTED]	2/25/2019 Student Representative	12/31/2019
Williams 1421 Stanley	J. Bryan	(248) 420-3522 (248) 433-7289 <i>jwilliams@dickinsonwright.com</i>	4/16/2007 Attorney	3/28/2021

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **PLANNING BOARD**

Year: 2019

Members Required for Quorum:

Members Required for Quorum:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **PLANNING BOARD**

Year: **2018**

Members Required for Quorum: **5**

MEMBER NAME	1/10	1/24	2/21	2/28	3/14	3/28	4/11	4/25	5/9	5/23	6/13	6/27	7/11	7/25	8/8	9/12	10/10	10/24	11/14	11/28	12/12	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																										
Janelle Boyce	P	P	NM	P	P	P	P	A	P	P	P	P	P	P	A	A	P	P	P	P	P			17	3	85%
Robin Boyle	P	P	NM	P	A	P	P	P	A	P	P	P	A	P	P	P	P	P	P	P	P			17	3	85%
Scott Clein	P	P	NM	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			20	0	100%
Stuart Jeffares	P	P	NM	P	P	P	P	P	P	P	P	P	P	P	A	P	P	P	P	P	P			19	1	95%
Bert Koseck	P	P	NM	P	P	P	P	P	A	P	P	P	A	P	P	P	P	P	P	A	P			17	3	85%
Daniel Share	NA	NA	NM	NA	NA	NA	P	P	P	A	P	A	P	A	A	A	P	P	P	P	P			10	5	67%
J. Bryan Williams	P	P	NM	P	P	P	P	P	P	P	A	A	P	P	P	P	P	P	A	P	P			17	3	85%
																								0	0	#DIV/0!
Sam Fogel (Student)	NA	NA	NM	P	A	A	A	P	A	A	A	A	A	A	A	A	A	A	A	A	A			2	16	11%
ALTERNATES																										
Nassem Ramin	P	P	NM	P	P	P	A	P	A	A	P	P	P	P	P	P	A	A	A	A	A			12	8	60%
Jason Emerine	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P	P	P	P			12	0	100%
Ellie McElroy (Student)	NA	NA	NM	P	P	A	P	A	P	A	A	A	A	A	A	P	A	A	A	P	A			6	12	33%
Madison Daminato(St.)	NA	NA	NM	P	A	A	A	P	P	A	A	A	A	A	A	P	A	A	A	A	A			4	14	22%
Present or Available	7	7	0	10	7	7	8	9	7	7	8	7	7	7	8	8	8	8	8	7	8	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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee:

Planning Board

Year : 2017

MEMBER NAME	1/11	1/25	2/8	2/22	3/8	3/22	3/29	4/26	5/10	5/24	6/14	6/19	6/28	7/12	7/26	8/9	8/23	9/13	9/18	9/27	10/25	11/8	11/29	Total Mtgs. Att.	Total Absent	Percent Attend	
REGULAR MEMBERS												wkshp							wkshp								
Janelle Boyce	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	P	A	P	P	P	P	P	P	21	2	91%
Robin Boyle	P	P	P	P	P	A	P	A	P	P	A	A	A	P	P	P	P	P	P	P	P	P	P	P	18	5	78%
Scott Clein	P	P	P	A	P	P	P	P	P	A	P	P	P	P	A	P	P	P	P	P	P	A	A	P	19	4	83%
Stuart Jeffares	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	P	P	P	P	P	P	P	P	P	22	1	96%
Bert Koseck	P	P	P	P	A	P	A	P	P	P	P	P	P	A	P	P	P	P	A	P	P	P	A	A	18	5	78%
Gillian Lazar	P	A	P	P	P	A	A	P	P	P	P	A	P	P	P	P	P	P	A	A	P	P	P	P	17	6	74%
J. Bryan Williams	P	P	P	P	A	P	P	A	P	P	A	P	P	P	A	P	P	P	P	A	P	P	P	P	18	5	78%
Arianne Afrahtek (Student Rep)	*	*	*	*	P	A	P	P	A	P	A	**	P	P	P	A	A	A	**	P	A	A	A	A	8	9	47%
Isabella Niskar (Student Rep)	*	*	*	*	A	P	A	P	P	A	A	**	P	A	P	A	A	A	**	P	P	P	P	P	8	9	47%
ALTERNATES																											
Lisa Prasad	A	A	A	A	P	A	A	P	**	P	P	A	A	P	A	A	A	A	A	P	A	A	*	*	6	15	29%
Daniel Share	A	P	A	P	P	P	P	P	**	P	P	A	P	A	A	A	P	A	A	P	A	A	A	A	11	11	50%
Naseem Ramin	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	P	P	1	0	100%
Members in attendance	7	7	7	7	8	7	7	9	8	9	7	5	9	8	6	6	8	6	5	9	7	7	9				

KEY: A = Absent

P = Present

NM = No Meeting

** = not asked to attend

* = not on board

Department Head Signature



PLANNING BOARD

2016

	J	F	M	A	M	J	J	A	S	O	N	D	%
JANELLE BOYCE	A/P	P	P/P	P/P	P/A	P/P							82%
ROBIN BOYLE	P/P	P	P/P	P/P	A/P	A/P							82%
SCOTT CLEIN	P/P	P	P/A	P/P	A/P	P/P							82%
STUART JEFFARES	P/P	P	P/P	P/P	P/P	P/P							100%
BERT KOSECK	P/P	P	A/A	P/P	P/P	P/P							82%
GILLIAN LAZAR	A/A	P	A/A	P/P	P/P	P/P							64%
J.BRYAN WILLIAMS	P/P	P	P/P	P/A	P/P	A/P							82%
LISA PRASAD	**	A	P/P	A/P	A/P	A/A							45%
DANIEL SHARE	P/P	A	A/P	A/A	P/A	P/A							45%
COLIN CUSSIMANO	**	P	P/A	A/P	P/P	P/A							67%

/= Two meetings in that month

* = Member Resigned

** = Member Not Yet Appointed



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.

(Please print clearly)

Board/Committee of Interest PLANNING BOARD

Specific Category/Vacancy on Board _____

Name ROBIN BOYLE

Phone 248-961-1514

Residential Address 840 WIMBLETON DR.

Email R.BOYLE@WAYNE.EDU

Residential City, Zip BIRMINGHAM, MI 48009

Length of Residence 27 Y

Business Address —

Occupation PROFESSOR (Ret.)

Business City, Zip —

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

45 Y CAREER AS PROFESSOR OF URBAN STUDIES & PLANNING

List your related employment experience PROFESSOR, URBAN ST. & PLANNING, WSU 26 Y
PROFESSOR, CENTER FOR PLANNING, STRATHCLYDE UNIV, GLASGOW, SCOTLAND, 16 Y

List your related community activities PLANNING BOARD MEMBER (INC. CHAIR)
2004 - PRESENT; BOARD MEMBER ULI MICHIGAN; GROWING of DETROIT

List your related educational experience GLASGOW SCHOOL OF ART; READING UNIVERSITY,
EDINBURGH UNIVERSITY, all UK.

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: _____

NONE

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

Date

FEB 27, 2019

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to cmvnsberge@bhamgov.org or by fax to 248.530.1080.

Updated 8/16/17

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.

(Please print clearly)

Board/Committee of Interest Planning Board

Specific Category/Vacancy on Board Continue my service as a regular member

Name Scott Clein

Phone (248) 203-2068

Residential Address 1556 Yosemite Blvd

Email s.clein@comcast.net

Residential City, Zip Birmingham, MI 48009

Length of Residence 16 + years

Business Address 28 W. Adams Street, Suite 1200

Occupation Civil Engineer | Business Owner

Business City, Zip Detroit, MI 48226

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
My professional knowledge of urban redevelopment and transportation systems will continue to enhance the
Board's ability to review site development proposals and evaluate potential ordinance changes. I wish to
continue giving back to the community so we can protect and improve our wonderful City.

List your related employment experience Spent the past 24+ years as a civil engineer responsible for the planning
and design of transportation and urban redevelopment projects. Additional expertise held in multi-modal
planning and design as well as in application of community zoning ordinances to development projects.

List your related community activities Served on the Planning Board since appointment in November 2009. Also
served on several ad hoc committees (Multi-modal, Parking Development) and participated in many events.

List your related educational experience Bachelor of Science in Civil Engineering from the University of Michigan
Master of Science in Civil Engineering from 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



Signature of Applicant

March 1, 2019

Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to

BIRMINGHAM CITY COMMISSION MINUTES
MARCH 11, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Patty Bordman called the meeting to order at 7:30 PM.

II. ROLL CALL

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

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, IT Director Brunk, Police Chief Clemence, Planning Director Ecker, DPS Manager Filipski, Assistant City Engineer Fletcher, City Engineer O'Meara, City Clerk Mynsberge, Interim Fire Chief Wells, DPS Director Wood

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

03-054-19 ANNOUNCEMENTS

Mayor Bordman announced:

- On Thursday, March 14 at 7:00 PM, the jointly sponsored Spring Lecture Series of the Birmingham Museum and Baldwin Public Library returns with the theme, *Birmingham, Then and Now*. The first presentation focuses on Jacobson's Department store and its importance to Birmingham, presented by author and department store historian, Bruce Kopytek.

IV. CONSENT AGENDA

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

03-055-19 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

- Commissioner Hoff Item F 2019 Concrete Sidewalk Repair Program
Contract #6-19 (SW)

- Item I 2019 Quarton Lake Subdivision Reconstruction Phase 1
- Commissioner Nickita Item G 2019 Sidewalk Repair Program Authorization
- Commissioner Sherman stated he would abstain from voting on Item A due to his absence from the February 25, 2019 Commission meeting.

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Hoff:
To approve the Consent Agenda, with the exception of Items F, G, and I, and noting Commissioner Sherman's abstention from Item A.

ROLL CALL VOTE: Ayes: Mayor Bordman
 Mayor Pro Tem Boutros
 Commissioner DeWeese
 Commissioner Harris
 Commissioner Hoff
 Commissioner Nickita
 Commissioner Sherman
 Nays: None

- A. Resolution approving the City Commission meeting minutes of February 25, 2019.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated February 27, 2019 in the amount of \$432,990.79.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated March 6, 2019 in the amount of \$5,738,194.11.
- D. Resolution approving a Special Event permit as requested by the LUNGeivity Foundation for the 2019 Breathe Deep Michigan 5K Walk & Fun Run to End Lung Cancer event on Saturday, June 1, 2019, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- E. Resolution approving a Special Event permit as requested by the City of Birmingham Department of Public Services for the 2019 In the Park Concert series in Shain Park on the dates presented, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- H. Resolution approving an extension of the 2018 Sidewalk Trip Elimination Program, Contract #6-18(SW) for the 2019 sidewalk program repair area, at 2018 contract prices, to Precision Concrete, Inc., in the amount of \$133,356.00, contingent upon submittal of the necessary bonds and insurance certificate. All costs shall be charged to account number 101- 444.001-981.0100.
- J. Resolution setting Monday, April 8, 2019 at 7:30 PM for a Public Hearing to consider necessity for the installation of water and sewer laterals within the Quarton Lake Reconstruction project area. Further, if necessity is declared, setting Monday, April 22, 2019 at 7:30 PM for a Public Hearing to consider confirming the roll for the installation of water and sewer laterals within the Quarton Lake Reconstruction project area.

- K. Resolution approving the purchase of one (1) 2019 Elgin Pelican from Bell Equipment Company through the State of Michigan cooperative purchasing agreement #071B7700091 in the amount of \$208,233.20 from account #641-441.006.971.0100.
- L. Resolution approving the purchase of one (1) 2019 Ford F-350 chassis from Gorno Ford of Woodhaven, MI, through the MiDeal Cooperative Purchasing Agreement #071B1300005 totaling \$32,649.00 from account #641-441.006.971.0100; further, approving the purchase and installation of a hydraulic dump body from Truck and Trailer Specialties, Inc., through the Rochester Hills Cooperative Purchasing Contract #RFP-RH-13-030 totaling \$18,925.00 from account #641-441.006.971.0100, for a total combined expenditure of \$51,574.00.
- M. Resolution approving the purchase of holiday lights from Wintergreen Corporation for a total cost not to exceed \$22,425.00. Funds are available from the General Fund-Community Activities Operating Supplies account #101-441.004-729.0000 and Property Maintenance Operating Supplies account #101-441.003-729.0000 for this purchase.
- N. Resolution authorizing the City Manager to sign the new contract with Applied Imaging for printer maintenance and supplies with a monthly cost of \$1,348.16 plus per page overages as necessary, total yearly cost of \$16,183.20. Funds are available in the IT Computer Maintenance fund account # 636-228.000-933.0600.
- O. Resolution authorizing the City Manager to sign the additional backup services contract with All Covered for an additional monthly cost of \$841.00 for a total additional yearly cost of \$10,200.00 Funds for the remainder of this year are available in the IT Computer Maintenance fund account # 636-228.000-933.0600.
- P. Resolution adopting the 2018 Amended Michigan Mutual Aid Box Alarm Association Agreement and the 2018 Amended Inter-Local Agreement. Further, authorizing the Mayor to sign the agreements on behalf of the City.
- Q. Resolution approving an addendum of the public services contract with NEXT for the purpose of expending remaining program year 2017-2018 Community Development Block Grant funds for the Minor Home Repair Program administered by NEXT through June 30, 2019; and further, authorizing the Mayor to sign the amendment on behalf of the City.
- R. Resolution confirming the City Manager's authorization for the emergency expenditure regarding the power outage at the Peabody parking garage to cover expenses associated with providing a temporary power supply and replacing the main distribution panel board and current transformer cabinet totaling \$20,524.80 to be paid from the Parking Fund account #585-538.004-930.0200, pursuant to Sec. 2-286 of the City Code.
- S. Resolution authorizing the IT department to purchase the License and support renewal for the ArcGIS software from ESRI Inc. Total cost not to exceed \$8950.00. Funds are available in the GIS fund account #636-228.000-973.0500.

**03-056-19 2019 CONCRETE SIDEWALK REPAIR PROGRAM CONTRACT #6-19 (SW)
(ITEM F)**

Clarifications/Comments

City Engineer O'Meara said:

- About \$60,000 of the proposed \$546,927.45 will come back to the City through assessments of the adjacent properties.

- The cape seal work done as part of this project will also be recouped through assessments.
- Downtown properties are more likely to be assessed than residential properties. Residential properties are only assessed to residents where the resident is deemed to have damaged the sidewalk.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner DeWeese:
To award the 2019 Concrete Sidewalk Repair Program, Contract #6-19 (SW) to Italia Construction, Inc., in the amount of \$546,927.45, to be charged to the various accounts as detailed in the report, contingent upon execution of the agreement and meeting all insurance requirements. Further, approving an amendment to the 2018-2019 fiscal year budget.

VOTE: Yeas, 7
 Nays, 0

03-057-19 2019 QUARTON LAKE SUBDIVISION RECONSTRUCTION PHASE 1 (ITEM I)

Clarifications/Comments

City Engineer O'Meara confirmed:

- These are improved streets.
- Kenwood Ct. is concrete for the first 220 ft. beginning from the west, and the rest of Kenwood Ct. to the east is asphalt.

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:
To award the 2019 Quarton Lake Subdivision Reconstruction Phase 1 Project, Contract #1-19(P) to DiPonio Contracting, Inc., in the amount of \$2,124,010, to be charged to the Sewer Fund, account number 590-536.001-981.0100; the Water Fund, account number 591-537.004-981.0100; and the Local Streets Fund, account number 203-449.001-981.0100, contingent upon execution of the agreement and meeting all insurance requirements, and further approving the appropriation and amendment to the fiscal year 2018-2019 Local Street Fund budget.

VOTE: Yeas, 7
 Nays, 0

03-058-19 2019 SIDEWALK REPAIR AUTHORIZATION (ITEM G)

Clarifications/Comments

Commissioner Nickita said there are a number of inconsistencies in the way the northeast corner of Maple has been laid out in this project, and requested a review by either the Architectural Review Committee or a consultant before the plan is moved forward.

After further discussion, the Commissioners determined Commissioner Nickita's concern was actually part of Item F, not Item G.

MOTION: Motion by Commissioner Nickita, seconded by Mayor Pro Tem Boutros:
To authorize the 2019 Sidewalk Repair Program, and directing the Engineering Department to notify the owners of properties on the attached list(s) of the City's intention to replace sidewalks to their properties.

VOTE: Yeas, 7
 Nays, 0

City Manager Valentine advised the Commission that the approval of Item F was of the Sidewalk Repair Project in general, not the condition at Maple and Chesterfield in particular. Procedurally, these plans are only implemented after recommendation by the Architectural Review Committee (ARC) and approval by the City Manager. As a result, City Manager Valentine advised the Commission to provide him with their feedback and concerns about the Maple-Chesterfield condition.

The Commission assented to this option, and City Manager Valentine confirmed the Maple-Chesterfield condition would be sent back to the ARC for further review.

V. UNFINISHED BUSINESS

None.

VI. NEW BUSINESS

03-059-19 PUBLIC HEARING TO CONSIDER THE REZONING OF 469 – 479 S. OLD WOODWARD FROM B3/D4 TO B3/D5

Mayor Bordman suggested the Commission consider including this property in the Parking Assessment District (PAD) before considering whether to rezone the property, since they are separate considerations.

Commissioner DeWeese supported Mayor Bordman's suggestion.

Commissioner Hoff said she was unsure whether the issues were actually separate, since the parking requirements for a property are partially dependent on whether the property is part of the PAD.

Mayor Bordman advised that the contractor's decisions vis-a-vis parking may change if the property is included in the PAD, but the Commission's decision on how to zone the property will not, and as a result should be considered separately.

Agreeing with Mayor Bordman, Commissioner Sherman suggested the entire discussion of this property's potential inclusion in the PAD be moved to a later date so as not to confuse this evening's public hearing on rezoning.

Commissioner DeWeese opined that if the Commission sends the possibility of this property's inclusion in the PAD to the Advisory Parking Committee (APC) for further study, it clarifies the topic of the evening's public hearing in the same way Commissioner Sherman intended.

Mayor Bordman sought comment from the Commission on whether this property's potential inclusion in the PAD should be sent to the APC for further study.

Mayor Pro Tem Boutros said the question of this property's inclusion in the PAD is an important subject and he would be comfortable voting on the issue separately this evening.

Commissioner Harris agreed with Commissioner Sherman and said he would like to see more thorough information from staff before the Commission decides whether to refer the question to the APC.

Commissioner Nickita said this will end up before the APC, so it would be most efficient to move the PAD question for their study now.

Commissioner Sherman opined that this discussion was inappropriate in both timing and procedure. He said that not only does this conversation have nothing to do with the current rezoning request, but the onus for requesting a property's inclusion in the PAD is on the property owner, not the City.

The Commission took no action on the question of the property's inclusion in the PAD, and Mayor Bordman affirmed it would not be part of the evening's discussions.

Mayor Bordman noted for the record that the City received a confirmed petition from the property's neighbors. As a result, according to state statute, the motion to re-zone would have to pass with a $\frac{3}{4}$ vote, meaning six out of the seven Commissioners approving.

Mayor Bordman then gave a review of public hearing procedure and opened the public hearing at 7:59 p.m.

Planning Director Ecker presented the proposed rezoning.

Clarifications/Comments

Commissioner Nickita stated Birmingham Place, in terms of space which can be occupied, is 98' 2" tall. The mechanicals bring the height of the building up to 114' 4". This makes Birmingham Place 18' 2" taller in eave height than the allowable D4 height.

Planning Director Ecker explained:

- The on-site parking requirements do not change between D4 and D5.
- A D4 zoned building has a five-story and 80' maximum, including all mechanicals. If a property in the D4 district wanted to go to six stories and 80', the property would have to receive a variance from the Board of Zoning Appeals (BZA).
- Any building zoned D5 is subject to a Special Land Use Permit (SLUP) over five stories or 80'.
- Any Birmingham property owner can apply for any zoning classification, but it does not mean the owner will be granted approval for the rezoning.
- Buildings in the downtown overlay district have a maximum overall height, which includes mechanical height.
- The City has increased flexibility in influencing the design, development and use of buildings zoned D5 through the SLUP requirement, once the building is over five stories or 80'.

Rick Rattner, attorney for the applicant, presented the rezoning request. The presentation began with a four-minute video excerpt from the July 8, 2015 Planning Board (PB) meeting. Mr. Rattner said:

- The Planning Board considered the matter of the D5 zoning designation very carefully, as the video excerpt demonstrated. He reviewed the Board's process for creating the D5 designation, adding that new construction was anticipated as a result of the D5 zoning classification.
- This is clearly not an instance of spot-zoning, since spot-zoning entails changing one building to be zoned differently from the surrounding properties, allowing permitted uses that are inconsistent with the area, and is an unreasonable classification. None of those conditions are present in the subject rezoning request. The proposed rezoning would make this building the same as the surrounding properties, have similar use to the surrounding buildings, and would be a reasonable classification change.
- Rezoning 469 - 479 S. Old Woodward to D5 fits the Master Plan by allowing for the building of aesthetically similar buildings in the downtown in order to encourage a sense of place. While the property owner could build a D4-compliant building, this would result in the owner of the property not being able to enjoy the same rights of usage that the adjacent buildings enjoy.
- If Birmingham Place or the 555 Building had owned 469 - 479 S. Old Woodward at the time the D5 zoning designation was created, it is likely the 469 - 479 S. Old Woodward property would have been rezoned to D5 at the time as well. Mr. Rattner cited the 555 Building's pursuit and eventual receipt of a D5 rezoning of the vacant lot to the south of the property.
- The 469 - 479 S. Old Woodward lot is unusual in that it is long, narrow, and neither part of the PAD nor adjacent to any building that is part of the PAD. To not rezone this parcel would be to leave it as a D4 island surrounded by two D5 buildings.
- Part of the due diligence done in purchasing this parcel was understanding the City ordinance could potentially permit the rezoning of this parcel to D5. Purchasing the parcel with the intent to request its rezoning was appropriate and in-line with the intention of the D5 zoning ordinance.
- The applicant is not pursuing entry into the PAD because of their distance from the relevant parking decks.

Mayor Bordman made clear that the current issue before the Commission is whether to rezone the parcel to D5, and not any consideration of what might be built on the parcel. She emphasized that the focus must remain on whether rezoning the parcel is appropriate for the City as a whole.

Mayor Bordman also noted that the building to the south of 469 - 479 S. Old Woodward is 77½' tall, which is 2½' shorter than the permitted height for a D4 building.

Mr. Rattner replied that the height of the closest building to the 469 - 479 S. Old Woodward parcel is 114'. He suggested it is more appropriate to compare the parcel to the buildings directly abutting it, rather than to the building across the street. He added that the 77½' building being reference is zoned D5, and if they were approved for a SLUP could build higher because of that zoning.

Mayor Bordman invited members of the public to speak.

Mr. Rattner spoke once more, stating an objection to the submitted petition since he and the applicant have not yet had an opportunity to review its contents.

Mayor Bordman thanked Mr. Rattner for his comments.

Susan Friedlaender, attorney at Friedlaender Nykanen & Rogowski, said the excerpt Mr. Rattner presented from the July 8, 2015 PB meeting was irrelevant because the minutes from a PB meeting in January 2016 reflect the PB was unable to reach consensus about D5 zoning. At that time the PB decided to address the non-conforming aspects of the 555 Building and not the whole surrounding area. Ms. Friedlaender continued:

- At the July 26, 2016 City Commission meeting, a motion was passed "to review the non-conformance provisions pertaining to commercial buildings to provide specific requirements considering a new zoning category or categories that allow for changes to non-conforming buildings for the maintenance and renovation of existing buildings consistent with those permitted for residential buildings and structures."
- The reason the applicant asked for the rehearing from the PB was because the PB failed to recognize the applicant was not in the PAD.
- The Master Plan recognizes that building height varies within the City, and the standard is that the maximum building height should be based on the smaller buildings in proximity.

Michele Prentice, property manager at Birmingham Place, said a number of condominiums sold in the building were partially purchased on the assurance that the parcel at 469 - 479 S. Old Woodward could not be built over five stories, and thus would not significantly obstruct southern sun or views even when developed. She continued:

- The effect of the proposed rezoning on the south-facing condominiums is already apparent, as one was taken off the market with no offers and two have been on the market for over 120 days, when in the last four years condominiums in Birmingham Place were on the market for less than 35 day.
- Sales of condominiums in other parts of the building have not fared better.
- A sixteen-year office tenant of Birmingham Place informed Ms. Prentice he would not be renewing his lease because he did not want his view to be obstructed by a hotel.
- Continued slow residential sales and rentals will decrease the taxable value of Birmingham Place and decrease tax revenue received by the City. The current taxable value of Birmingham Place is estimated at \$36 million which generates an estimated \$1.6 million in yearly property taxes to the City.
- Birmingham Place has 146 residential units.

Patrick Howe, attorney representing the Birmingham Place Commercial Condo Association, said:

- The Commission has to determine whether the whole of the downtown overlay district should be eligible to go from D4 to D5.
- The record reflects that this matter has only been considered by the Commission for a cumulative 18 minutes prior to this evening, in the context of discussing the applicability of the D5 ordinance to three non-conforming buildings.
- Birmingham's Master Plan speaks to compatible building heights, not whether it is appropriate for buildings to be built taller than five stories.
- According to Planning Director Ecker, the height maximum for a building zoned D5 on the 469 - 479 S. Old Woodward parcel would be 15 stories. In addition, Planning Director Ecker indicated that buildings across the street can be considered adjacent for

the purpose of determining height maximums. Given this, many more parcels could reasonably argue for a D5 rezoning, which would change the look of Woodward Ave.

- It would be most appropriate to explore the potential ramifications during the City's planning process rather than exclusively during the consideration of the rezoning of a single parcel.

Bob Clemente of 411 S. Old Woodward advised the Commission that he owns a couple of condominiums in Birmingham Place, and works in a Birmingham Place office where his employer has been a tenant since around 1985. Mr. Clemente agreed with Mr. Howe. He added:

- The goal of the 2016 Plan was to strengthen the spatial and architectural character of the downtown area in mass and scale with the immediate surroundings and the downtown tradition of two- to four- story buildings.
- Rezoning the 469 - 479 S. Old Woodward parcel stands to have an intensely negative impact on Birmingham Place over an eighteen-foot height difference.
- The applicant and their representative have made it clear that the building would be viable if they kept the D4 zoning on the parcel in question, but just prefer it to be D5.

Jason Abel, attorney for the Birmingham Place Development Master Association, said:

- The implications of 7.02(b)(5)(d) and 7.02(b)(2)(b)(1) would be the focus of his comments.
- The PB recommended the Commission consider the rezoning by a 4-3 vote, with two of the dissenting members asking why the rezoning would be required for enjoyment of use. Mr. Abel asserted they were not provided with an answer to that inquiry because the rezoning is not, in fact, necessary for the enjoyment of use.
- City staff reports show no finding of fact that would allow for the legitimate support of the applicant on this issue. The findings of fact only noted that under the current zoning classification all the same uses are permitted as under the D5 classification, and that the building is not part of the PAD.
- He challenges the applicant to prove that the property cannot be used under the D4 classification, as that is the fundamental consideration of 7.02(b)(2)(b)(1).
- Mr. Rattner argued that rezoning should be considered based on whether it is necessary in order to bestow the rights and usage common to an adjacent property to the property in question, which is not what the City ordinance says. The question the ordinance actually addresses is whether the current zoning allows for the enjoyment of property ownership.

Mickey Schwartz of Birmingham Place said the City's previous plans intentionally limited building height, and this matter should be considered as part of the current Master Planning process. He noted that a number of other buildings in the area have conformed to their D4 zoning and it has not been a problem for them.

Richard Huddleston, vice-president of Valstone Asset Management and office tenant at 260 E. Brown, explained that from November 2010 - December 2017 Valstone owned the commercial space at Birmingham Place. He continued:

- Valstone rescued the commercial space at Birmingham Place from foreclosure by purchasing the note, renovating the building, and turning it into one of the most desirable business addresses in southeastern Michigan.

- When 469 - 479 S. Old Woodward was on the market, he was approached by the real estate brokers to purchase the property. After running the numbers, he determined that the only way to make the parcel profitable would be to significantly obscure the southern view for the tenants of Birmingham Place, and he found that he would not in good conscience be able to do that.

Karl Sachs of 666 Baldwin Ct. said he would be concerned about the domino effect of granting D5 zoning to this parcel and other buildings along Woodward pursuing the same height increases through their own subsequent requests for rezoning.

Anthony Yousaif, one of the developers of the 469 - 479 S. Old Woodward parcel, yielded his time to Duraid Markus.

Duraid Markus introduced himself as one of the partners in the 469 - 479 S. Old Woodward development. Mr. Markus said:

- The project went back to the PB because the developers were unsure whether a D5 zoning allowed for the expansion of buildings, not only because the building had not been appropriately described as being outside of the PAD.
- City Attorney Currier had already opined that the parcel is eligible for D5 rezoning.
- When he considered purchasing the parcel, research into the City ordinances indicated rezoning should be possible subject to the owners entering into a SLUP.
- There are no other buildings in Birmingham where the middle building is zoned differently from the buildings on the left and the right.
- Rezoning to D5 would allow the proposed building to be stepped back, which would minimize the impact on Birmingham Place. Leaving the zoning at D4 would require the building to be built up to the lot line, resulting in far more obstruction for south-facing Birmingham Place tenants.
- The domino effect concern with rezoning leading to more rezoning is a red herring considering the loss of flexibility a developer experiences when agreeing to a SLUP. In many cases it is more likely that a developer would find it more beneficial to remain in D4 than to agree to a SLUP.

Alice Lezotte, a Birmingham Place resident, said that Birmingham Place is a vertical neighborhood and entreated the Commissioners to consider it as such, keeping in mind what they would want for their horizontal neighborhoods. She explained this discussion is a matter of quality of life, air, space, noise, and safety for the residents of Birmingham Place.

Fred Lavery, owner of the Audi Dealership on Woodward in Birmingham, said that as a business owner who has been party to SLUPs with the City he believes Mr. Markus is correct in saying that the City gains control by rezoning the parcel to D5 because of the SLUP requirement. The Triangle District, which is designed with consideration of New Urbanism, requires building heights from five to nine stories, meaning the precedent for taller buildings has already been set in Birmingham.

Paul Reagan, 997 Purdy, said he had occasion to attend the PB meeting on adjacent buildings and recalled it being said that it was nothing more than cleaning house for the two non-conforming buildings. The 555 Building and Birmingham Place are aberrations in Birmingham planning, not an appropriate standard. Mr. Reagan shared concern that this is an attempt to get

a parcel rezoned in a way that would no longer be possible after the community has its say as part of the upcoming Master Planning process, and he urged the Commission not to let it go through. He asked the Commission to send the issue back to the PB with a focus on respecting the 2016 Plan and figuring out the issue of shared parking for the parcel.

Mayor Bordman closed the public hearing at 9:42 p.m.

Commissioner Hoff explained that she understood Birmingham Place residents' concerns, but the decision before the Commission is the rezoning of a parcel, not how that rezoning might affect the residents of Birmingham Place. She continued:

- Rezoning the parcel to D5 would not significantly change or benefit the streetscape versus a D4 parcel, despite the applicant's assertion that it would.
- When the PB determined which buildings would be part of the D5 zone, the decision specifically applied to those buildings. The ordinance specifies that it is "to allow for the extension or enlargement of existing legal non-conforming commercial buildings."
- She is concerned about setting a precedent for further D5 zoning. The condition of buildings of different heights in Birmingham already exists, and Birmingham is a beautiful city with it.
- Section 7.02(b)(2) states that rezoning must be proven necessary for the preservation and enjoyment of rights of usage, and she was not convinced that it is necessary.
- She would not be voting in favor of the rezoning.

Commissioner DeWeese said he did not understand the D5 zoning designation to be applicable to any buildings beyond the specific non-conforming buildings for which the designation was designed. He said he was not convinced the zoning needed to be changed for enjoyment of use, and that the 555 Building seems to be made up of two buildings, the shorter of which would be more appropriate to determine the height to which the proposed building at 469 - 479 S. Old Woodward could go. While he said he would consider other points, at this time Commissioner DeWeese indicated he would not be voting to approve the rezoning.

Commissioner Sherman said the question of what buildings and areas would be appropriately included in the D5 zoning area, with specific attention from Haines to Brown, should be sent back to the PB with a request for a definitive answer. No action should be taken on the motion because it is too related to the potential development in this case.

Commissioner DeWeese said he would be comfortable sending this back to the PB with the request that they pay particular attention to the issues broached this evening. He added that he was not comfortable with the 4-3 vote by the PB and would like more unanimity in their recommendation.

Mayor Bordman said she was not in favor of sending the matter back to the PB. She noted all the information the Commission had been provided with in order to make a decision and said it would not be appropriate to delay.

Commissioner Nickita said:

- The 200-foot right-of-way of the Woodward Corridor between the 555 Building and Birmingham Place on the west side and the west side of the Triangle District on the east side has been intentionally planned and developed as a high-density area.

- While the Downtown Overlay has always adhered to buildings that are no more than five stories in height, the Woodward Corridor has been built with taller buildings. For this reason, rezoning the parcel at 469 - 479 S. Old Woodward to D5 would not establish a precedent for the buildings in the Downtown Overlay. The D4 parcel in question is anomalous among the other buildings along the Woodward Corridor.
- The City has much more influence on any development at 469 - 479 S. Old Woodward if they change the zoning to D5 because of the SLUP requirement.
- The Citywide Master Plan is a broad view, and as such will not focus on specific zoning details like the question currently before the Commission.
- The ability to update non-conforming properties or parcels was the intention of the D5 classification. The ordinance was supposed to refer to whatever property is closest to the property in question in order to determine the maximum height. Because the ordinance language seems not to be clear on the issue, it would be inappropriate to vote on this since the definition of 'adjacent and abutting' is being interpreted more broadly than may have been originally intended. The point in the D5 ordinance language should be clarified so that an 'adjacent' building cannot be interpreted as a building across the street.

Mayor Pro Tem Boutros said he would like to see this studied as part of the Master Planning process.

Commissioner Harris said he agrees with Mayor Bordman that the decision should be made this evening. Referring to 7.02(2)(b)(2), he continued:

- He does not see a significant difference between the first criterion requiring rezoning for the necessity and preservation of enjoyment and rights and the second criterion requiring rezoning if the zoning classification is no longer appropriate. That said, the applicant made a compelling case that parking is unfeasible with this parcel zoned to D4, which satisfies both criteria.
- He was hoping to hear how D5 zoning would resolve the issue of parking, but since the applicant sufficiently demonstrated that parking would be an issue in D4 the criteria were still met.
- A staff report from November 8, 2018 stated adhering to a D4 would be "completely inconsistent and dominated by the height of the adjacent Birmingham Place and 555 Buildings."
- The last criterion under 7.02(b)(2)(b) is "why the proposed zoning will not be detrimental to the surrounding properties." The applicant made a compelling case as to why D5 is better for Birmingham Place, and the SLUP requirement would allow the City to encourage the accommodation of the neighboring properties.
- Commissioner Nickita's assessment that there are limitations on when the D5 can be applied to future properties is accurate. There is no real risk of a 'slippery slope' with this zoning because this decision is not binding for any other decision. In addition, any building that sought to be rezoned to D5 would be subject to a SLUP.
- The risk level that the property owner assumed when buying the 469 - 479 S. Old Woodward parcel is irrelevant to the present discussion.
- Although the D5 was designed with the particular focus on the previous non-conforming properties, it was not restricted to only those non-conforming properties.
- For all those reasons, he is inclined to support the rezoning request.

- He also took heed of Commissioner Nickita's comments about the ambiguity in the ordinance, which he agrees should be addressed, but at a later date. The ambiguity does not dissuade him from approving the rezoning for this particular property.

Commissioner Hoff said there were valid reasons for sending this back to the PB, but she believed that a decision should be made.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner DeWeese:
To deny the rezoning of 469 - 479 S. Old Woodward from B3/D4 to B3/D5.

City Attorney Currier said he would have to research whether the applicant could submit a new application before a year's time elapses if the City makes changes to the D5 ordinance, because it might sufficiently constitute a material change in circumstance.

Mayor Bordman said she would be supporting the motion because then the issue would go back to the PB for further review.

VOTE: Yeas, 3
Nays, 4 (Boutros, Harris, Nickita, Sherman)

MOTION FAILED

MOTION: Motion by Commissioner Harris
To approve the rezoning of 469 - 479 S. Old Woodward from B3/D4 to B3/D5.

MOTION DIED FOR LACK OF A SECOND

MOTION: Motion by Mayor Pro Tem Boutros
To postpone the hearing to do a comprehensive study.

MOTION DIED FOR LACK OF SECOND

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To postpone the public hearing to July 22, 2019 for the purposes of sending it back to the Planning Board with specific direction to look at the issues raised by Commissioner Nickita on the D-5 ordinance and to look at the properties between Haines and Brown, Old Woodward and Woodward for the appropriate zoning classification.

Planning Director Ecker said the ordinance language could possibly be reviewed and brought back by July 22, 2019. She was not sure if the PB would reach consensus in three months on the geographic area to which the D5 zoning should be applied, since they have already studied the issue and were not able to reach consensus.

Commissioner Hoff said she would be interested in knowing whether building heights should be to the eaves or to the tallest structure on a building, and the specific meaning of the 'adjacent' and 'abutting' in the context of the ordinance.

Commissioner Sherman said he would be willing to change the date in the motion to allow an additional month of study.

Commissioner Nickita said it should not take four months to define the method of determining building height and the definitions of 'adjacent' and 'abutting'. He said it would be better to keep the date in the motion and to extend it if necessary.

Mayor Bordman invited public comment on the motion.

Mr. Rattner stated the applicant had no objection to the motion.

Mr. Schwartz said that all the interested parties have weighed in on the issue, and the Commission is in effect postponing a civic duty.

Mr. Bloom said he would like to know the impact on the City if the parcel is built up as a hotel, office building, mixed use space, or any other type of development. He would want the PB to report on each building-type's likely impact on parking, public safety, density, and overall quality of life for Birmingham residents.

Mr. Reagan said 'adjacent' and 'abutting' were terms already discussed at the beginning of the 2016 planning process. In addition, the expansion of the geographic area being studied concerned Mr. Reagan because, as he stated, the neighborhood included within that area already deals with significant congestion, cut-through traffic, and parking issues. If these developments occur, there has to be sufficient parking accommodations. Mr. Reagan asserted parking shortages would stem the possible larger D5 developments the City is considering allowing.

Ms. Friedlaender said choosing to raise the heights of buildings should be part of a community study process, and all the buildings around the Merrillwood building should be included in this motion and studied since Merrillwood is also zoned D5.

Mr. Abel said the Commission should make a decision this evening.

Commissioner Hoff said Commissioner Nickita's concerns should be spelled out in the motion.

Mayor Bordman agreed with Mr. Abel and Commissioner Hoff. She asked if there was a motion to amend in order to include Commissioner Nickita's comments.

No motion to amend was offered.

VOTE:	Yeas,	2 (Nickita, Sherman)
	Nays,	5

MOTION FAILED

The Commission took no action. The property remains zoned D4.

Mayor Bordman referred the issue to City Attorney Currier to determine the specific terms under which the applicant may re-apply, since the application was not denied.

Mayor Bordman recessed the meeting for three minutes. The meeting resumed at 10:48 p.m.

**03-060-19 PUBLIC HEARING ON SPECIAL ASSESSMENT DISTRICT FOR
PARK STREET PAVING PROJECT – OAKLAND TO HAMILTON
STREETSCAPE AND STREET LIGHT**

Mayor Bordman opened the public hearing at 10:48 p.m.

Assistant City Engineer Fletcher presented the proposed project and special assessment district (SAD).

Clarifications/Comments

City Manager Valentine clarified that the SAD would be assessed for the same standard streetscape that exists throughout the downtown. The only corner that would be different is Park and Hamilton, which is publicly owned and currently before the Architectural Review Committee for design.

City Engineer O'Meara advised the Commission that all residents affected by the SAD have been sent a two page letter documenting all the information, and the City has received no questions or concerns regarding the issue.

Commissioner Sherman reminded the Commission that it has approved similar SADs in other locations without plans. The proposal encompasses the standard streetscape of the sidewalk, exposed aggregate, the trees and the lights. He said there is no reason to postpone this decision.

Commissioner Nickita said he would like to see schematic designs before plans are finalized and ready to go out for bid, for both this and future projects. Commissioner DeWeese concurred.

City Engineer O'Meara said it would take approximately a month to present schematic designs.

Mayor Bordman closed public hearing at 11:03 p.m.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner DeWeese:
To receive the report regarding Streetscape & Street Light Special Assessment on Park Street
from Oakland Avenue to Hamilton Row; and

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

RESOLVED, that there be constructed an improvement to be hereinafter known as
PARK STREET STREETSCAPE & STREET LIGHT ENHANCEMENTS

Consisting of the construction of exposed aggregate concrete and regular concrete pavement sidewalks, new street lights, as well as new trees and landscaping where needed; be further

RESOLVED, that at such time as the Assessor is directed to prepare the assessment roll, one hundred percent (100%) of the estimated cost be levied against the assessment district; be it further

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

"Oak Grove Addition Plat"

Lots 37, 38 & 39 except for that portion taken for Oakland Avenue and Woodward Avenue rights-of-way.

"Assessor's Plat No. 21"

Lot 42 except for that portion taken for Woodward Avenue right-of-way, lot 43 except for that portion taken for Park Street right-of-way, lot 44 except for that portion taken for the Park Street right-of-way and rear alley, lots 70 thru 76 except for that portion taken for Woodward Avenue right-of-way.

RESOLVED, that the Commission shall meet on Monday, March 25, 2019 at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the Park Street Streetscape & Street Light Enhancement.

VOTE: Yeas, 7
Nays, 0

03-061-19 WIMBLETON NEIGHBORHOOD INTERSECTION EVALUATION

Police Chief Clemence presented the intersection evaluation.

MOTION: Motion by Commissioner DeWeese, seconded by Mayor Pro Tem Boutros:
To approve the installations of "Yield" signs at the following locations:

1. Henley at Abbey
2. Henley at Oxford
3. Henley at Warwick
4. Henley at Tottenham
5. Tottenham at Warwick

And the installation of a "Stop" sign at:

1. Oakdale at Rivenoak

VOTE: Yeas, 7
Nays, 0

03-062-19 RESOLUTION TO MEET IN CLOSED SESSION PURSUANT TO SECTIONS 8(H) AND 8(E) OF THE OPEN MEETINGS ACT

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Hoff:

to meet in closed session pursuant to the Open Meetings Act, Section 8(h) to consider material exempt from discussion or disclosure by state or federal statute, and Section 8(e) to review pending litigation in the matter of Darakjian v City of Birmingham.

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

ROLL CALL VOTE: Ayes: Mayor Bordman
 Mayor Pro Tem Boutros
 Commissioner DeWeese
 Commissioner Harris
 Commissioner Hoff
 Commissioner Nickita
 Commissioner Sherman
 Nays: None

VII. REMOVED FROM CONSENT AGENDA

Items removed from the Consent Agenda were addressed earlier in the meeting.

VIII. COMMUNICATIONS

None

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

None

X. REPORTS

03-063-19 COMMISSIONER REPORTS

The City Commission will appoint two regular members to the Architectural Review Committee on April 8, 2019.

03-064-19 CITY STAFF

Parking Utilization Report, submitted by Assistant City Manager Gunter.

Annual Report of the Planning Board, Historic District Commission and Design Review Board by Planning Director Ecker.

Planning Director Ecker explained that the Building Department is currently reviewing the issue of short term rentals.

XI. ADJOURN

Mayor Bordman adjourned the meeting to closed session at 11:08 p.m.

Mayor Bordman announced no action is anticipated following the closed session.

Mayor Bordman reconvened the regular meeting at 12:33 a.m. and, there being no further business, adjourned the meeting at 12:33 a.m.

J. Cherilynn Mynsberge, City Clerk

BIRMINGHAM CITY COMMISSION MINUTES
MARCH 18, 2019
SPECIAL MEETING
MUNICIPAL BUILDING, 151 MARTIN
4:00 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Patty Bordman called the meeting to order at 4:00 PM.

II. ROLL CALL

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

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, City Attorney Ballard, City Clerk Mynsberge

III. BUSINESS

03-065-19 RESOLUTION TO MEET IN CLOSED SESSION PURSUANT TO SECTIONS 8(H) AND 8(E) OF THE OPEN MEETINGS ACT

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Harris: to meet in closed session pursuant to the Open Meetings Act, Section 8(e) to review pending litigation in the matter of Darakjian v City of Birmingham.

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

ROLL CALL VOTE:	Ayes:	Mayor Bordman Commissioner DeWeese Commissioner Harris Commissioner Hoff Commissioner Sherman
	Nays:	None

XI. ADJOURN

Mayor Bordman adjourned the meeting to closed session at 4:01 p.m.

Mayor Bordman announced no action is anticipated following the closed session.

Mayor Bordman reconvened the regular meeting at 5:13 p.m. and, there being no further business, adjourned the meeting at 5:13 p.m.

J. Cherilynn Mynsberge, City Clerk

City of Birmingham
Warrant List Dated 03/13/2019

Meeting of 03/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
264873		MISC	4-EVER-WATER-TITE LLC	200.00
264874	*	000855	48TH DISTRICT COURT	100.00
264875	*	000855	48TH DISTRICT COURT	100.00
264876		MISC	A&E HOMES LLC	500.00
264877		008106	ACUSHNET COMPANY	651.20
264878		007745	ALL COVERED	1,251.60
264879		MISC	ANTHONY J CUPISZ	200.00
264880		000282	APOLLO FIRE EQUIPMENT	250.00
264882	*	006759	AT&T	140.75
264883		MISC	B7 INVESTMENTS LLC	200.00
264884		001122	BOB BARKER CO INC	769.60
264885	*	003839	MATTHEW J. BARTALINO	59.35
264886		003012	BATTERIES PLUS	70.95
264887		008503	BIRDIE IMAGING SUPPLIES, INC	1,684.80
264889		001201	BIRMINGHAM YOUTH ASSISTANCE	8,632.63
264890		MISC	BISHOP AND ASSOCIATES INC ALAN	600.00
264891		MISC	BOB STERN BUILDING CO	200.00
264892	*	008870	KASEY BOEGNER	337.50
264893		004098	BROWNELLS, INC.	90.13
264895		MISC	C & L WARD BROS CO	600.00
264896		003907	CADILLAC ASPHALT, LLC	5,593.00
264897		000444	CDW GOVERNMENT INC	3,128.04
264897	*	000444	CDW GOVERNMENT INC	1,114.54
264898		000603	CHEMCO PRODUCTS INC	232.00
264899	*	MISC	CHING DUAN	654.09
264900		000605	CINTAS CORPORATION	241.15
264901		MISC	CLAUDIA SILLS, TRUSTEE	200.00
264902		002234	CMP DISTRIBUTORS INC	461.15
264903	*	008955	COMCAST	459.73
264904	*	007774	COMCAST BUSINESS	1,252.16
264905		MISC	COMMERCIAL RESOURCES GROUP	100.00
264906		002668	CONTRACTORS CLOTHING CO	300.00
264907		002359	CONTRACTORS FENCE SVC INC	498.95
264908		008512	COOL THREADS EMBROIDERY	1,034.88
264910		003923	CUMMINS BRIDGEWAY LLC	1,938.33
264911		MISC	CURTIS F NEWCOMBE	200.00
264912		004386	CYNERGY PRODUCTS	494.58
264913		MISC	DCAM INC	200.00
264915		000177	DELWOOD SUPPLY	114.17
264916		000190	DOWNRIVER REFRIGERATION	12.35
264917	*	000179	DTE ENERGY	657.69
264918		002460	EASTERN MICHIGAN UNIVERSITY	3,250.00

City of Birmingham
Warrant List Dated 03/13/2019

Meeting of 03/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
264919		000493	ED RINKE CHEVROLET BUICK GMC	13.20
264920		MISC	EID PROPERTIES, LLC	100.00
264921		MISC	EMERGENCY EGRESS LLC	100.00
264923		001495	ETNA SUPPLY	4,100.00
264924		MISC	GARDELLA HOMES INC	200.00
264925		MISC	GBD RESIDENCES	2,400.00
264926		006384	GEOGRAPHIC INFORMATION SERVICES, IN	2,856.07
264927		MISC	GOLF STREAM GROUP LLC	100.00
264928	*	004604	GORDON FOOD	136.06
264929	*	MISC	GREGORY CRANDELL	1,790.65
264930		000249	GUARDIAN ALARM	235.14
264931		MISC	HARTFORD ROOFING & WARRANTY CO LLC	100.00
264932		MISC	HERCULES CONSTRUCTION INC	100.00
264933		MISC	HOMES WITH DISTINCTION LLC	300.00
264934		MISC	House & Home Solutions	100.00
264935		000948	HYDROCORP	1,315.00
264936		000342	IBS OF SE MICHIGAN	728.70
264937		MISC	JAMAICAN POOL	200.00
264938		MISC	JANICE BARBARA MORSE	100.00
264939		009020	JULIE L. SECONTINE, ESQ	200.00
264940		007423	K/E ELECTRIC SUPPLY	51.20
264941		MISC	KELLETT CONSTRUCTION COMPANY	100.00
264942		008432	KRAV MAGA WORLDWIDE	1,650.00
264943		MISC	KRISTEN TAIT	100.00
264944	*	000362	KROGER COMPANY	29.65
264945		008188	LEARN TO SKATE USA	162.50
264946		MISC	LERMAN CORPORATION	500.00
264948	*	MISC	M AZHAR ALI MD	50.00
264949	*	008205	DANIELLE MALLON	205.71
264950		000888	MCKENNA ASSOCIATES INC	46,195.00
264951	*	001505	MEADOWBROOK INSURANCE GROUP	19,498.00
264952		MISC	MELISTAS, GEORGE	100.00
264954		MISC	MIDPOINT CONSTRUCTION LLC	300.00
264955		MISC	MISKO PLBG LLC	599.47
264956		MISC	MLADINEO, CARLOS E	200.00
264957		003842	BRIGETTE MORAN	115.00
264958		MISC	MOSHER DOLAN INC	100.00
264959		000462	MOTOR CITY INDUSTRIAL	189.76
264960		MISC	NATALIE JAGELS	110.00
264961		MISC	NATIONAL BUILDING SERVICES	300.00
264962		001194	NELSON BROTHERS SEWER	448.00
264964		005431	NILFISK, INC.	710.75
264965		001864	NOWAK & FRAUS ENGINEERS	26,457.00

City of Birmingham

Warrant List Dated 03/13/2019

Meeting of 03/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
264966		MISC	OAKES ROOFING SIDING & WINDOWS INC	100.00
264967	*	000477	OAKLAND COUNTY	554,731.80
264968		008712	OAKLAND COUNTY HEALTH DIVISION	648.00
264968	*	008712	OAKLAND COUNTY HEALTH DIVISION	298.00
264969	*	003461	OBSERVER & ECCENTRIC	1,353.88
264970	*	000481	OFFICE DEPOT INC	2,709.59
264971		MISC	ON DUTY GEAR	203.97
264972		MISC	P A R INDUSTRIES INC	200.00
264973	*	001753	PEPSI COLA	347.76
264974		008964	JAYNE PETERSEN	416.25
264975		MISC	PETITE CABANE, LLC	100.00
264976		001277	PHYSIO-CONTROL CORP.	208.92
264977		001341	PIFER GOLF CARS INC	5,850.00
264978		002518	PITNEY BOWES INC	234.17
264979		001263	POSITIVE PROMOTIONS INC	421.23
264980		MISC	PRM CUSTOM BUILDERS LLC	2,000.00
264981		004137	R & R FIRE TRUCK REPAIR INC	1,986.76
264982		MISC	R CHRISTIE CONSTRUCTION CO INC	200.00
264983		MISC	RENEWAL BY ANDERSEN	500.00
264984		MISC	RENNER BROS CONSTRUCTION INC	300.00
264985	*	002806	SAM'S CLUB/SYNCHRONY BANK	2,032.61
264986	*	008983	BRENNA SANDLES	162.00
264987		008926	SCHATTLER SHADES & BLINDS, LLC.	678.60
264988		000758	SCHOOLCRAFT COLLEGE	3,500.00
264989	*	008383	SEMBOIA, INC.	300.00
264990	*	009023	SHOREVIEW ELECTRIC	13,186.80
264991	*	004202	SHRED-IT USA	125.20
264992		MISC	SIGNS BY TOMORROW INC, R.O.	200.00
264993		MISC	SOULLIER DECORATIVE STONE INC.	100.00
264994		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,598.54
264995		000260	SPARTAN DISTRIBUTORS INC	82.67
264996		002809	STATE OF MICHIGAN	747.00
264997		MISC	STEPHEN LORD BUILDING	300.00
264998		004914	STERLING HEIGHTS TREASURY	399.00
265000		MISC	TANIS, JOAN	100.00
265002		MISC	TH MARSH CONSTRUCTION	100.00
265004		008371	TREDROC TIRE SERVICES	150.00
265005		MISC	TRI PHASE COMMERCIAL CONST LLC	500.00
265006	*	MISC	UNITE DIGITAL	89.98
265007		007226	VALLEY CITY LINEN	83.95
265008		000931	VARSITY SHOP	16.60
265009	*	000158	VERIZON WIRELESS	730.96
265010	*	000158	VERIZON WIRELESS	749.03

City of Birmingham
Warrant List Dated 03/13/2019

Meeting of 03/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
265011	*	000158	VERIZON WIRELESS	152.70
265012	*	000158	VERIZON WIRELESS	152.19
265013		000298	VESCO OIL CORPORATION	83.25
265014	*	009021	FRANK VISCUSO	5,400.00
265015		006285	WASHINGTON ELEVATOR CO, INC	1,453.00
265016		006762	WATCHGUARD VIDEO	750.00
265018		MISC	WECHSLER CONSTRUCTION LLC	500.00
265019		002171	WEISSMAN'S COSTUMES	674.28
265020		008710	WEXFORD FULFILLMENT SERVICES	377.02
265021	*	007355	LINDSAY WILLEN	890.50
265022		MISC	WINDOW PRO HOLDINGS LLC	500.00
265026		008391	XEROX CORPORATION	1,572.75
265027		008902	ZORO TOOLS, INC.	27.88
SUBTOTAL PAPER CHECK				\$763,399.02

ACH TRANSACTION

		002284	ABEL ELECTRONICS INC	18.99
*		008847	ABS- AUTOMATED BENEFIT SVCS, INC	78,333.00
*		000517	BEIER HOWLETT P.C.	62,388.12
		007345	BEVERLY HILLS ACE	99.44
		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	334,932.37
*		000157	BOB ADAMS TOWING INC	430.00
*		006380	C & S ICE RESURFACING SERVICES, INC	533.26
		001035	DOUGLASS SAFETY SYSTEMS LLC	139.94
*		001077	DUNCAN PARKING TECH INC	1,302.33
		001230	FIRE SYSTEMS OF MICHIGAN INC	42.50
		007314	FLEIS AND VANDENBRINK ENG. INC	388.00
		000592	GAYLORD BROS., INC	755.43
		000243	GRAINGER	35.08
		001672	HAYES PRECISION INC	30.50
		000261	J.H. HART URBAN FORESTRY	9,954.00
		003845	JOHNSON HILL LAND ETHICS STUDIO INC	913.20
*		005550	LEE & ASSOCIATES CO., INC.	7,338.00
		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	235,567.84
		008269	PREMIER SAFETY	626.50
		001181	ROSE PEST SOLUTIONS	71.00
		003785	SIGNS-N-DESIGNS INC	25.00
		000254	SOCRRA	73,457.00
		000969	VIGILANTE SECURITY INC	85.00
		007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,812.20
*		000306	WOLVERINE CONTRACTORS INC	899.50
		004512	WOLVERINE POWER SYSTEMS	240.00
SUBTOTAL ACH TRANSACTION				\$810,418.20

City of Birmingham
Warrant List Dated 03/13/2019

Meeting of 03/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$1,573,817.22

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 03/20/2019

Meeting of 03/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
265028		MISC	400 SOUTH OLD WOODWARD LLC	500.00
265029	*	000855	48TH DISTRICT COURT	100.00
265030	*	000855	48TH DISTRICT COURT	100.00
265031	*	000855	48TH DISTRICT COURT	100.00
265032	*	000855	48TH DISTRICT COURT	100.00
265033	*	000855	48TH DISTRICT COURT	100.00
265034	*	000855	48TH DISTRICT COURT	100.00
265035	*	000855	48TH DISTRICT COURT	100.00
265036	*	000855	48TH DISTRICT COURT	100.00
265037	*	000855	48TH DISTRICT COURT	326,524.52
265039		MISC	ADAM DAVID SLANEC	100.00
265041	*	007266	AETNA BEHAVIORAL HEALTH LLC	926.90
265042		003708	AIRGAS USA, LLC	200.74
265043		MISC	ALAN BLAZIER	100.00
265045		MISC	ALLIGATOR PROPERTY GROUP, LLC	5,000.00
265046	*	006686	ALLTRONICS SYSTEMS LTD	740.00
265047		006558	ANGELO'S WHOLESALE SUPPLIES, INC.	5,783.50
265048	*	008977	APPLICANTPRO	424.00
265049	*	006759	AT&T	1,461.04
265050	*	006759	AT&T	199.01
265051	*	006759	AT&T	248.32
265052	*	006759	AT&T	137.15
265053	*	006759	AT&T	211.01
265054	*	004027	AUTOMATED BENEFIT SVCS INC	2,117.25
265055		MISC	AVER SIGN COMPANY	200.00
265059		003012	BATTERIES PLUS	67.93
265060		MISC	BCM HOME IMPROVEMENT	200.00
265061		MISC	BELFOR USA	200.00
265062		000522	BIG BEAVER PLUMBING, HEATING INC.	300.00
265063	*	008992	CITY OF BIRMINGHAM #237	4,599.57
265064		MISC	BISHOP AND ASSOCIATES INC ALAN	100.00
265066		002982	BLOOMFIELD TWP FIRE DEPT	310.00
265067		000542	BLUE WATER INDUSTRIAL	78.75
265068	*	000546	KAREN D. BOTA	1,700.00
265069		MISC	BROHN, JANET	100.00
265070	*	001664	CHRIS BUSEN	76.54
265071		MISC	CAPALDI, LOUISE, LIVNG TRST	300.00
265072		MISC	CASTLEMARK HOMES INC	200.00
265073		MISC	CBW CONTRACTING	200.00
265074		002067	CENTRAL PARKING SYSTEM	112.00
265075		007134	CERTIFIED POWER, INC	192.50
265076		MISC	CHERRY CONSTRUCTION	100.00

City of Birmingham
Warrant List Dated 03/20/2019

Meeting of 03/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
265077		MISC	CHRISTINE DALTON	100.00
265078	*	007835	SARAH CHUNG	125.25
265079		007710	CINTAS CORP	313.13
265080		000605	CINTAS CORPORATION	13.64
265082		001318	CLOVERDALE EQUIPMENT CO	2,705.00
265083	*	004026	COFINITY	1,458.00
265084	*	000627	CONSUMERS ENERGY	1,489.81
265085		002668	CONTRACTORS CLOTHING CO	369.33
265086		008582	CORE & MAIN LP	1,130.62
265087		003923	CUMMINS BRIDGEWAY LLC	2,142.43
265088		006104	DAPHNE'S HEADCOVERS	255.72
265089	*	006999	CHRISTOPHER DEMAN	350.00
265091		MISC	DENNIS WOLF	100.00
265092	*	006907	DENTEMAX, LLC	150.30
265093	*	009022	DETROIT DIAMOND DRILLING INC	789.80
265095	*	003807	DOETSCH INDUSTRIAL SVCS INC	34,196.09
265096	*	000180	DTE ENERGY	7,984.26
265097		002375	DUANY PLATER-ZYBERK & CO.	26,000.00
265098	*	007538	EGANIX, INC.	720.00
265099		004671	ELDER FORD	13.06
265101		003253	ESRI, INC	8,950.00
265103		000936	FEDEX	311.81
265105	*	001230	FIRE SYSTEMS OF MICHIGAN INC	42.50
265106	*	008868	JULIA FRYKMAN	153.75
265107		000223	GASOW VETERINARY	358.40
265108	*	004604	GORDON FOOD	111.79
265109		001447	HALT FIRE INC	733.42
265110		006845	HAWTHORNE	44.00
265111		MISC	HM HOMES LLC	2,000.00
265112		MISC	HOME RENEWAL SYSTEMS LLC	500.00
265113		MISC	HOME RENEWAL SYSTEMS LLC	400.00
265115		MISC	INCAS CONSTRUCTION INC	500.00
265116		MISC	ITALY AMERICAN CONSTRUCTION CO	100.00
265117		002407	J & B MEDICAL SUPPLY	1,138.93
265118		MISC	J P CRAIG	100.00
265119		000344	J.T. EXPRESS, LTD.	3,132.78
265121	*	007827	HAILEY R KASPER	180.00
265122		MISC	KEARNS BROTHERS INC	200.00
265123		004088	KGM DISTRIBUTORS INC	349.00
265124	*	000352	JILL KOLAITIS	39.75
265125		004085	KONE INC	1,953.95
265126	*	000362	KROGER COMPANY	28.99
265127		MISC	KURTIS KITCHEN & BATH CENTERS	200.00

City of Birmingham

Warrant List Dated 03/20/2019

Meeting of 03/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
265129		003620	LANGUAGE LINE SERVICES INC	51.02
265130		MISC	LAVANWAY SIGN CO.INC	75.00
265132	*	008158	LOGICALIS INC	9,700.00
265134		003934	MADISON GENERATOR SERVICE INC	269.95
265136		MISC	MARY W TRACEY	100.00
265137	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
265138		MISC	METRO STAR	200.00
265139		MISC	METROPOLITAN CONCRETE CORP	100.00
265140		001660	MICHIGAN CAT	321.90
265141	*	005271	MICHIGAN FIRE INSP SOCIETY	1,400.00
265142		005024	MIDWEST GLASS FABRICATORS, INC	208.56
265146		005898	MIGCSA	100.00
265147		001950	MILLER CANFIELD PADDOCK AND	37,055.35
265148		007163	MOBILE HEALTH RESOURCES	3,071.29
265149		001452	MONTGOMERY & SONS INC	1,130.00
265150		000462	MOTOR CITY INDUSTRIAL	121.83
265152		MISC	NATASA SPASOVSKI	100.00
265156	*	007856	NEXT	875.00
265157	*	004370	OCCUPATIONAL HEALTH CENTERS	200.00
265159	*	000481	OFFICE DEPOT INC	1,125.91
265161		006625	PACIFIC TELEMAGEMENT SERVICES	78.00
265163	*	001753	PEPSI COLA	476.85
265164		MISC	PETITE CABANE, LLC	200.00
265165		001277	PHYSIO-CONTROL CORP.	365.50
265166	*	003352	JAMIE CATHERINE PILLOW	3,121.50
265167	*	000801	POSTMASTER	1,994.54
265168		MISC	PRIEST CONSTRUCTION	100.00
265169		MISC	R & J PAVER SPECIALIST	100.00
265170		MISC	RAGHAD FARAH	100.00
265172		MISC	RENEWAL BY ANDERSEN	500.00
265173		MISC	RENEWAL BY ANDERSEN LLC	1,000.00
265174		007783	RESCUE SOURCE	344.95
265175		MISC	RICHARD BRUCE ORMSBY	100.00
265176		000218	ROYAL OAK P.D.Q. LLC	374.88
265177		MISC	SANDRA BATTIER	100.00
265179	*	008073	SITEONE LANDSCAPE SUPPLY, INC	60.11
265182		006783	STATE OF MICHIGAN	30.00
265183		MISC	STAY DRY BASEMENT WATERPROOFING INC	100.00
265184		MISC	TECHHOME BUILDING CO LLC	500.00
265185		MISC	TECHHOME BUILDING CO., LLC	2,000.00
265186		MISC	TRI PHASE COMMERCIAL CONST LLC	100.00
265187		MISC	UNITED HOME SERVICES	100.00
265188	*	000293	VAN DYKE GAS CO.	556.20

City of Birmingham
Warrant List Dated 03/20/2019

Meeting of 03/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
265189	*	008411	VARIPRO	40,908.50
265191	*	000158	VERIZON WIRELESS	427.33
265192		MISC	VISION HOMES	2,400.00
265193		MISC	WALLACE, EDWARD B	1,000.00
265194		MISC	WE CONSTRUCT HOME REPAIR	511.25
265195		002171	WEISSMAN'S COSTUMES	475.56
265197		008915	WILLIAMS REFRIGERATION & HEATING	153.00
265198	*	003890	LAUREN WOOD	525.00
265200		008391	XEROX CORPORATION	144.57
265201		006318	FRANK J ZAMBONI CO. INC	142.01
SUBTOTAL PAPER CHECK				\$579,241.80
<u>EFT TRANSFER</u>				
		008732	AMAZON.COM, INC	256.89
		008730	FACEBOOK HEADQUARTERS	1,800.17
		MISC	GO TO MY PC	792.00
		008733	HOVER, A SERVICE OF TURCOWS	18.17
		001106	MAPERS	300.00
		MISC	MCCAMLY PLAZA HOTEL	199.50
		004663	MGIA-MICHIGAN GREEN INDUSTRY ASSOC.	630.00
		001497	MICHIGAN STATE POLICE	1,750.00
		001010	NFPA	195.50
		002589	SHANTY CREEK RESORTS	324.00
		MISC	VIMEO	900.00
		MISC	ZOHO CORP	1,589.00
SUBTOTAL EFT TRANSFER				\$8,755.23
<u>ACH TRANSACTION</u>				
		002284	ABEL ELECTRONICS INC	51.00
		008555	ABELL PEST CONTROL INC	40.00
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	21,034.19
		007345	BEVERLY HILLS ACE	25.08
		007359	DETROIT CHEMICAL & PAPER SUPPLY	112.72
	*	001077	DUNCAN PARKING TECH INC	6,177.60
		000995	EQUATURE	678.64
		000207	EZELL SUPPLY CORPORATION	440.50
		000592	GAYLORD BROS., INC	115.39
		001672	HAYES PRECISION INC	30.50
		003458	JOE'S AUTO PARTS, INC.	36.65
	*	000891	KELLER THOMA	1,121.45
	*	005550	LEE & ASSOCIATES CO., INC.	112.09
		006359	NYE UNIFORM COMPANY	537.00
		008269	PREMIER SAFETY	1,253.00
		001181	ROSE PEST SOLUTIONS	89.00

City of Birmingham
Warrant List Dated 03/20/2019

Meeting of 03/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
		000278	TROY AUTO GLASS CO INC	294.25
SUBTOTAL ACH TRANSACTION				\$32,149.06
GRAND TOTAL				\$620,146.09

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.

DATE: March 15, 2019

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager
Austin W. Fletcher, Assistant City Engineer

SUBJECT: Parking Lot #6 Expansion & Resurfacing
Contract # 4-19 (PK)

INTRODUCTION:

There continues to be a strong parking demand from businesses that surround Parking Lot #6 located adjacent to 600 N. Old Woodward. Lot #6 is also home to the City's popular Farmer's Market, which is held in the parking lot every Sunday morning from the beginning of May to the end of October. The parking lot is in need of repair due to wear and tear that results from intense usage and expansion to help address the unmet demand.

BACKGROUND:

The expansion and resurfacing of Parking Lot #6 was presented to the City Commission on June 25, 2018, where the preferred concept plan recommended by the Advisory Parking Committee (APC) was approved for further refinement. Since then, staff has worked with their consultants as well as the Architectural Review Committee and finalized plans that include the following:

- Additional 26 parking spaces;
- Improved River Access;
- Expanded Island (east/west) to allow for pedestrians;
- Bio-retention Swale to improve quality of storm water discharge;
- Landscaped Islands;
- Tree Replacement (1 for 1);
- Enhanced & New Lighting.

The Engineering Department opened bids on March 14, 2019. Two (2) bids were received, as listed on the attached summary. The low bidder was Asphalt Specialists, Inc. (ASI), with their bid of \$642,864.50. The Engineer's estimate was \$600,000.

The Engineering Department has not hired ASI as the prime contractor for many years, we have however worked with them many times over the years as a subcontractor. We are confident that they are qualified and capable to perform well on this contract.

It is our intent to work with the contractor to complete this work with minimal disruption to the area businesses and Farmer's Market. The parking lot will remain open for business almost every day during the construction period. The work area will be restricted during the week, and the lot will be closed on just two (2) consecutive Saturdays to allow for milling and paving. The substantial completion date is June 15, 2019.

As is required for all of the City's construction projects, ASI has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

LEGAL REVIEW:

The Engineering Department follows the Standard Format used for all contracts as required by the City Attorney's Office.

FISCAL IMPACT:

The cost of the project will be charged to the following account:

Parking Fund	585-538.006-981.0100	\$642,864.50
--------------	----------------------	--------------

SUMMARY:

It is recommended that the Parking Lot # 6 Rehabilitation Project, Contract #4-19 (PK) be awarded to Asphalt Specialists, Inc. of Pontiac, Michigan in the amount of \$642,864.50, to be charged to the Parking Fund.

ATTACHMENTS:

- Bid Summary (1 page)
- Bid Plans (13 sheets)
- October 26, 2017 – APC Memo
- December 1, 2017 – APC Memo
- March 7, 2018 – APC Memo
- May 2, 2018 – APC Memo
- June 25, 2018 – City Commission Memo
- November 2, 2018 – APC Memo
- December 5, 2018 – City Commission Memo

SUGGESTED RESOLUTION:

To award the Parking Lot # 6 Rehabilitation Project, Contract #4-19 (PK) to Asphalt Specialists, Inc. in the amount of \$642,864.50, to be charged to the Parking Fund, account number 585-538.006-981.0100, contingent upon execution of the agreement and meeting all insurance requirements.

CITY OF BIRMINGHAM

PARKING LOT # 6 - REHABILITATION PROJECT

CONTRACT # 4-19 (PK)

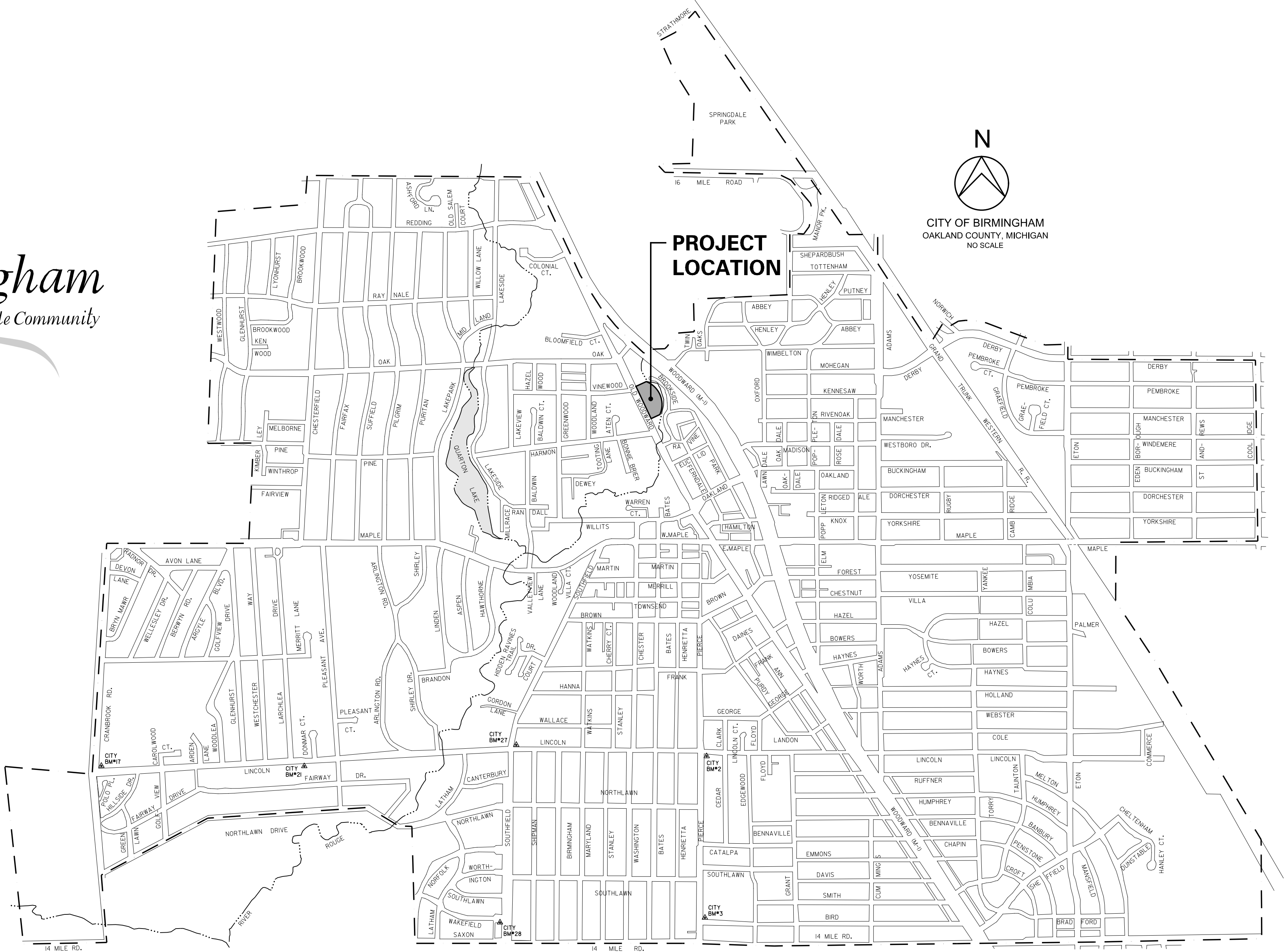
BID SUMMARY

MARCH 14, 2019 - 2:00 PM

Company Name	Addendums	5% Bid Security	Base Bid
--------------	-----------	-----------------	----------

[illegible]

CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT
MUNICIPAL PARKING LOT No. 6 REHABILITATION
CITY CONTRACT No. 4-19 (PK)



PLAN SHEET INDEX	SHEET No.
COVER	1
PROJECT NOTES	2
PROJECT DETAILS	3
CONSTRUCTION STAGING PLAN	4
REMOVAL PLAN	5
CONSTRUCTION PLAN	6
CROSS SECTIONS	7
PAVEMENT MARKING AND SIGNING PLAN	8
LANDSCAPE PLAN	9
LANDSCAPE DETAILS	10
IRRIGATION PLAN	11
IRRIGATION DETAILS	12
WRC SOIL EROSION AND SEDIMENTATION CONTROL DETAILS	

ADDENDUM No. 2

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303 - 0824

PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 338-2592
WEB SITE: [http:// www.hrc-engr.com](http://www.hrc-engr.com)

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC
SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND
RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE,
OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR
ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING.
PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY
THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

Know what's below.
Call before you dig.
CALL811.COM (TOLL FREE)

CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or 811
(TOLL FREE)

03-11-19	ADDENDUM No. 2 - ADDED IRRIGATION PLAN & DETAIL SHEETS
02-20-19	ISSUED FOR BIDS
01-25-19	ISSUED FOR OWNER REVIEW
DATE	ADDITIONS AND/OR REVISIONS

GENERAL PLAN NOTES

ADJUSTING MONUMENT BOXES

IT IS THE INTENT THAT ALL GOVERNMENT CORNERS ON THIS PROJECT BE PRESERVED AND THAT, WHERE NECESSARY, MONUMENT BOXES BE PLACED OR ADJUSTED, WHETHER SHOWN OR NOT.

PLAN INFORMATION / CONTRACTOR STAKING

PLAN DIMENSIONS AND MEASUREMENTS ARE BASED ON VISUAL OBSERVATION. INTENT OF PROJECT IS TO MATCH EXISTING GRADES WHERE PRACTICABLE. CONTRACTOR REQUIRED TO SET OFFSET STAKES AND GRADES BEFORE REMOVING CURB.

WHERE ADJUSTING DRAINAGE STRUCTURES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LAYOUT OF STRUCTURE CASTINGS WITH RESPECT TO THE CURB LINE PRIOR TO CONSTRUCTION.

PROPERTY OWNERS

PROPERTY OWNER'S NAMES, WHERE SHOWN, ARE FOR INFORMATION ONLY, AND THEIR ACCURACY IS NOT GUARANTEED.

UTILITIES

THE EXISTING UTILITIES LISTED BELOW AND SHOWN ON THESE PLANS REPRESENT THE BEST INFORMATION AVAILABLE AS OBTAINED FROM SURVEYS AND FROM UTILITY RECORD MAPS. THIS INFORMATION DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO SATISFY HIMSELF AS TO THEIR ACCURACY OR OF HIS RESPONSIBILITY IN CASE UTILITIES HAVE BEEN CONSTRUCTED, RELOCATED OR REMOVED.

SBC AMERITECH

ATTN: JEFF HEATH
54 N. MILL ST., BOX 33
PONTIAC, MI 48342
(248) 705-5506

CONSUMERS ENERGY

ATTN: ERNEST MARTYNIUK
4600 COOLIDGE ROAD
ROYAL OAK, MI 48073
(248) 433-5868

COMCAST

ATTN: DARYL WOOD
25656 TELEGRAPH ROAD
SOUTHFIELD, MI 48034
(248) 809-2721

DTE ENERGY

ATTN: DENNIS MERCER
37849 INTERCHANGE DRIVE
FARMINGTON HILLS, MI 48335
(248) 427-2954

OWNERS OF PUBLIC UTILITIES WILL NOT BE REQUIRED TO MOVE ADDITIONAL POLES AND STRUCTURES THAT ARE NOT WITHIN GRADING LIMITS IN ORDER TO FACILITATE THE OPERATION OF CONSTRUCTION EQUIPMENT, UNLESS IT IS DETERMINED BY THE ENGINEER THAT SUCH POLE, LINE OR STRUCTURES CONSTITUTE A HAZARD TO THE PUBLIC OR ARE DANGEROUS TO THE CONTRACTOR'S OPERATIONS.

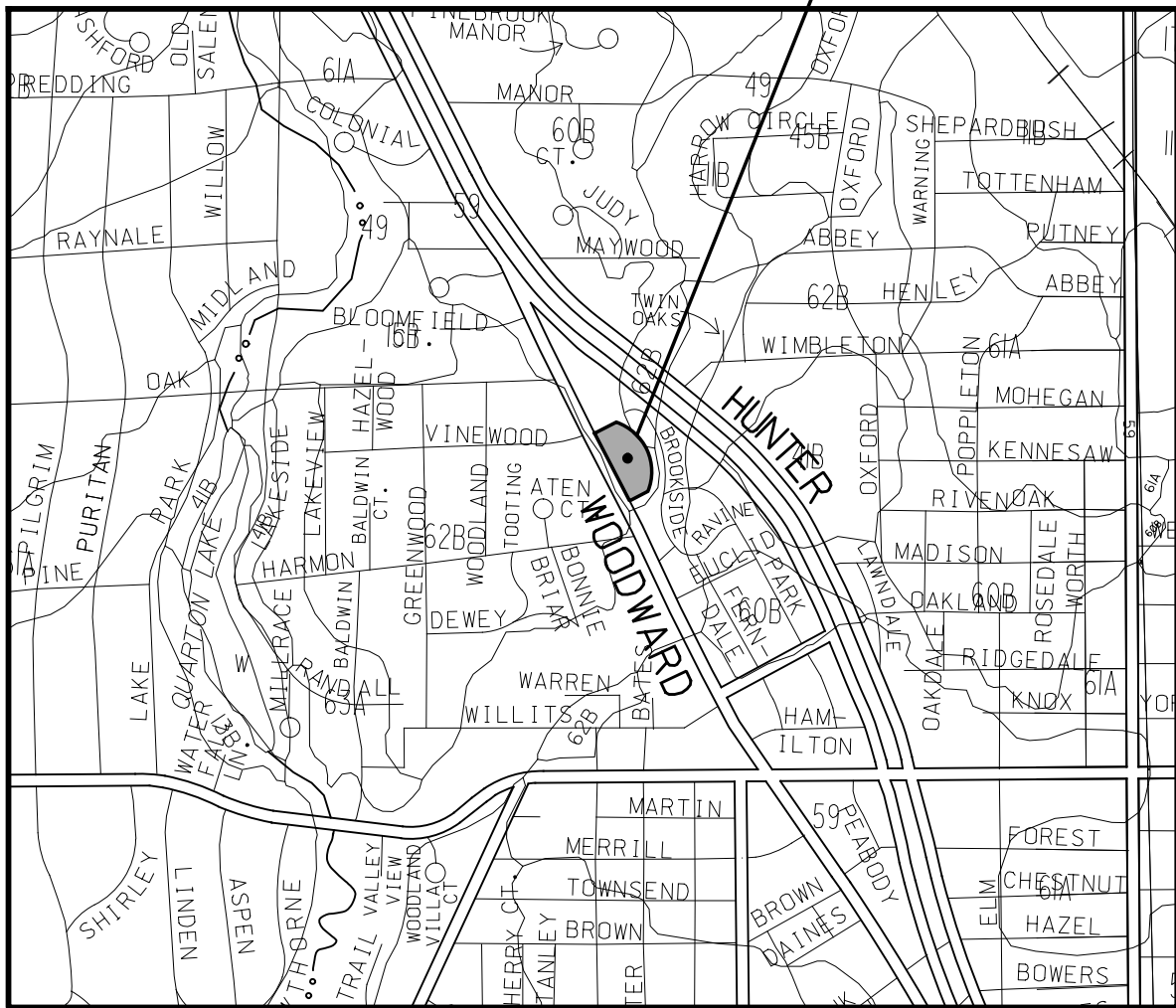
THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK, AND SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO INSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.

FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL DIAL (800) 482-7171 A MINIMUM OF 3 WORKING DAYS PRIOR TO EXCAVATING IN THE VICINITY OF UTILITY LINES. ALL "MISS-DIG" PARTICIPATING MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS-DIG" ALERT SYSTEM.

SEQUENCE OF CONSTRUCTION
SOIL EROSION CONTROL

1. CONTRACTOR TO PLACE APPROVED SOIL EROSION MEASURES AS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER.
2. CHECK AND MAINTAIN SOIL EROSION CONTROL MEASURES THROUGHOUT THE PROJECT LIMITS. THE SOIL EROSION CONTROL MEASURES WILL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY THE CONTRACTOR.
3. REMOVE CURB & GUTTER, MILL HMA SURFACE, AND GRADE.
4. ADJUST STRUCTURES AND PLACE AGGREGATE BASE.
5. CONSTRUCT PROPOSED CURB & GUTTER AND PAVEMENT.
6. COMPLETE CONSTRUCTION.
7. RESTORE ALL DISTURBED AREAS AS SPECIFIED HEREIN.
8. CONTRACTOR TO MAINTAIN SOIL EROSION MEASURES THROUGHOUT THE DURATION OF THE PROJECT UNTIL GRASS IS ESTABLISHED, THEN THE CONTRACTOR SHALL REMOVE THEM.
9. CONTRACTOR SHALL BE REQUIRED TO OBTAIN A SOIL EROSION CONTROL PERMIT (NO FEE) FROM THE CITY OF BIRMINGHAM.

SOIL MAP



- 60B - URBAN LAND-MARLETTE COMPLEX, 0 TO 8 PERCENT SLOPES
- 62B - URBAN LAND-SPINKS COMPLEX, 0 TO 8 PERCENT SLOPES
- 41B - AQUENTS, SANDY AND LOAMY, UNDULATING
- 15B - SPINKS LOAMY SAND, 0 TO 6 PERCENT SLOPES

ABBREVIATIONS

HORIZONTAL CURVES

D	DEGREE OF CURVATURE
R	RADIUS
Δ	CENTRAL ANGLE
T	TANGENT
L	ARC LENGTH
CH. BRG.	CHORD BEARING (LONG CHORD)
L.C.	CHORD LENGTH
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.I.	POINT OF INTERSECTION
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE

VERTICAL CURVES

P.V.C.	POINT OF VERTICAL CURVE
P.V.I.	POINT OF VERTICAL INTERSECTION
P.V.T.	POINT OF VERTICAL TANGENCY

GENERAL

P.O.R.	POINT OF ROTATION
P.O.B.	POINT OF BEGINNING
P.O.E.	POINT OF ENDING
H.C.P.	HORIZONTAL CONTROL POINT
B.M.	BENCH MARK
MSE	MECHANICALLY STABILIZED EMBANKMENT
ST.	STORM SEWER
SAN.	SANITARY SEWER
W.M.	WATERMAIN
R.O.W.	RIGHT-OF-WAY
T.C.	TOP OF CURB
T/C	TOP OF DRAINAGE STRUCTURE COVER
F.J.	HYDRANT FROST JACKET ELEVATION
S.S.L.	SLOPE STAKE LINE
C.I.P.	COMPACTED IN PLACE
C.S.B.	COMPLETE SAND BACKFILL

CONSTRUCTION SPECIFICATIONS

THE SPECIFICATIONS FOR CONSTRUCTION OF THIS PROJECT WILL BE THE CONTRACT BOOK PROVIDED BY THE CITY OF BIRMINGHAM. THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION ARE CONSIDERED TO BE SUPPLEMENTAL SPECIFICATIONS TO THIS PROJECT.

LEGEND

ITEM

SYMBOL

EXISTING	PROPOSED



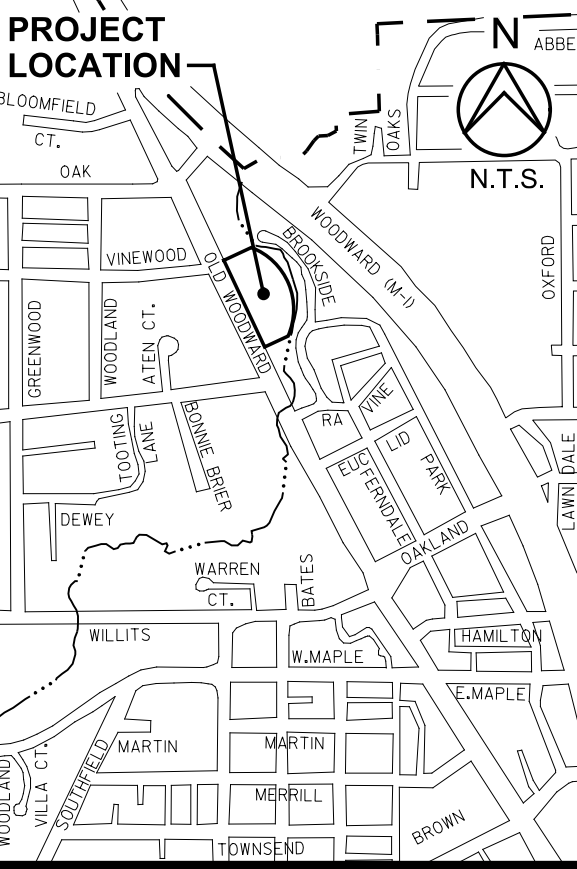
Know what's below.
Call before you dig.
CALL811.COM

CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or **811**
(TOLL FREE)



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303 - 0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 454-6359
WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)

02-20-2019	ISSUED FOR BIDS
01-25-2019	ISSUED FOR OWNER'S REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	P.L.K./B.J.H.
DRAWN	B.J.H./J.A.R.
CHECKED	J.J.S.
APPROVED	M.C.M.



CITY OF BIRMINGHAM
MUNICIPAL PARKING
LOT No. 6
REHABILITATION
CITY CONTRACT No. 4-19 (PK)

OAKLAND COUNTY MICHIGAN

PROJECT NOTES

HRC JOB NO.	SCALE
20170989	NONE
DATE	SHEET NO.
JANUARY 2019	2 OF

PARKING METER POST
NOT TO SCALE

NATURAL RIP RAP OUTFALL
NO SCALE

HMA APPLICATION CHART			
COURSE	ITEM	APPLICATION RATE (PER COURSE)	PERF. GRADE ASPHALT BINDER
TOP	HMA, 13A (2" lift)	220 LBS./SYD.	PG 64-22
LEVELING	HMA, 3C (2" lift)	220 LBS./SYD.	PG 64-22
	HMA BOND COAT (COST OF HMA INCLUDED IN)	0.10 GAL/SYD	FOR INFO ONLY NOT A PAY ITEM

**TYPICAL PAVEMENT SECTION
FOR MILL AND SURFACE AREAS**

NOT TO SCALE

**TYPICAL PAVEMENT SECTION
FOR FULL DEPTH PAVEMENT AREAS**

NOT TO SCALE

CONCRETE SPILLWAY

NO SCALE

MANHOLE ADJUSTMENT SECTION DETAIL

NO SCALE

CONCRETE CURB AND GUTTER
SPILLWAY

NO SCALE

CONCRETE CURB AND GUTTER

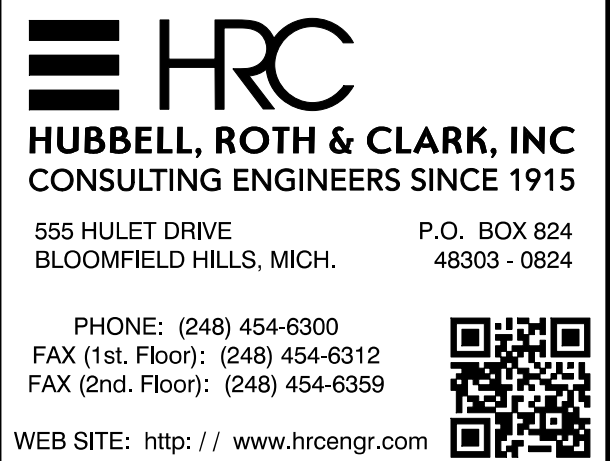
NO SCALE

TYPICAL 8' CONCRETE SIDEWALK
w/INTEGRAL CURB

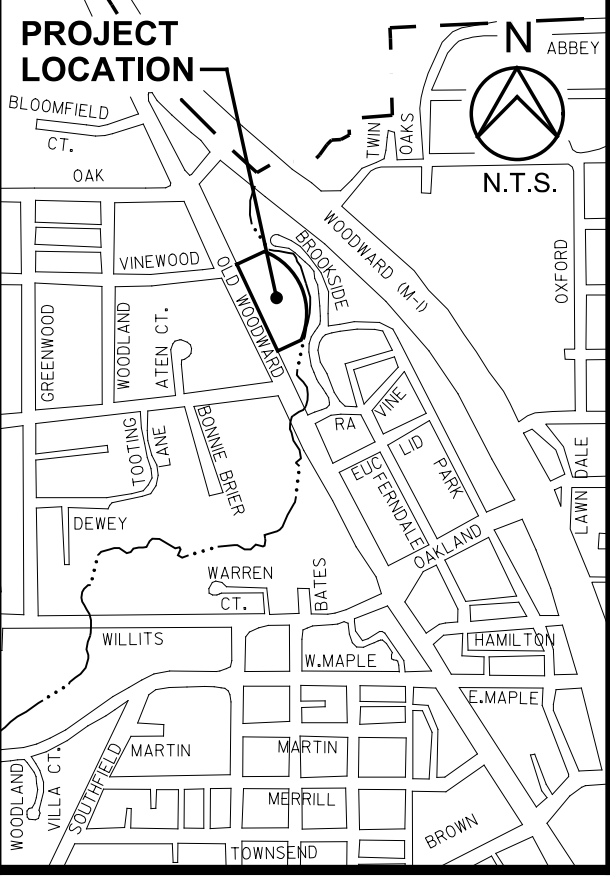
NOT TO SCALE

TYPICAL 3' OR 5' CONCRETE SIDEWALK
w/ INTEGRAL CURB

NOT TO SCALE



02-20-2019	ISSUED FOR BIDS
01-25-2019	ISSUED FOR OWNER'S REVIEW
DATE	ISSUED FOR /ADDITIONS / REVISIONS
DRAWN	P.L.K./B.J.H.
CHECKED	B.J.H./J.A.R.
APPROVED	J.J.S.
	M.C.M.



CITY OF BIRMINGHAM

MUNICIPAL PARKING

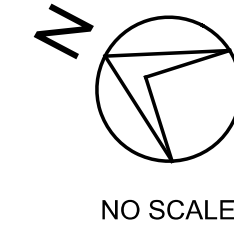
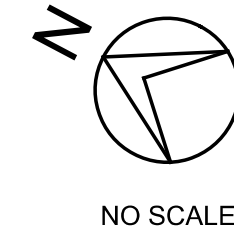
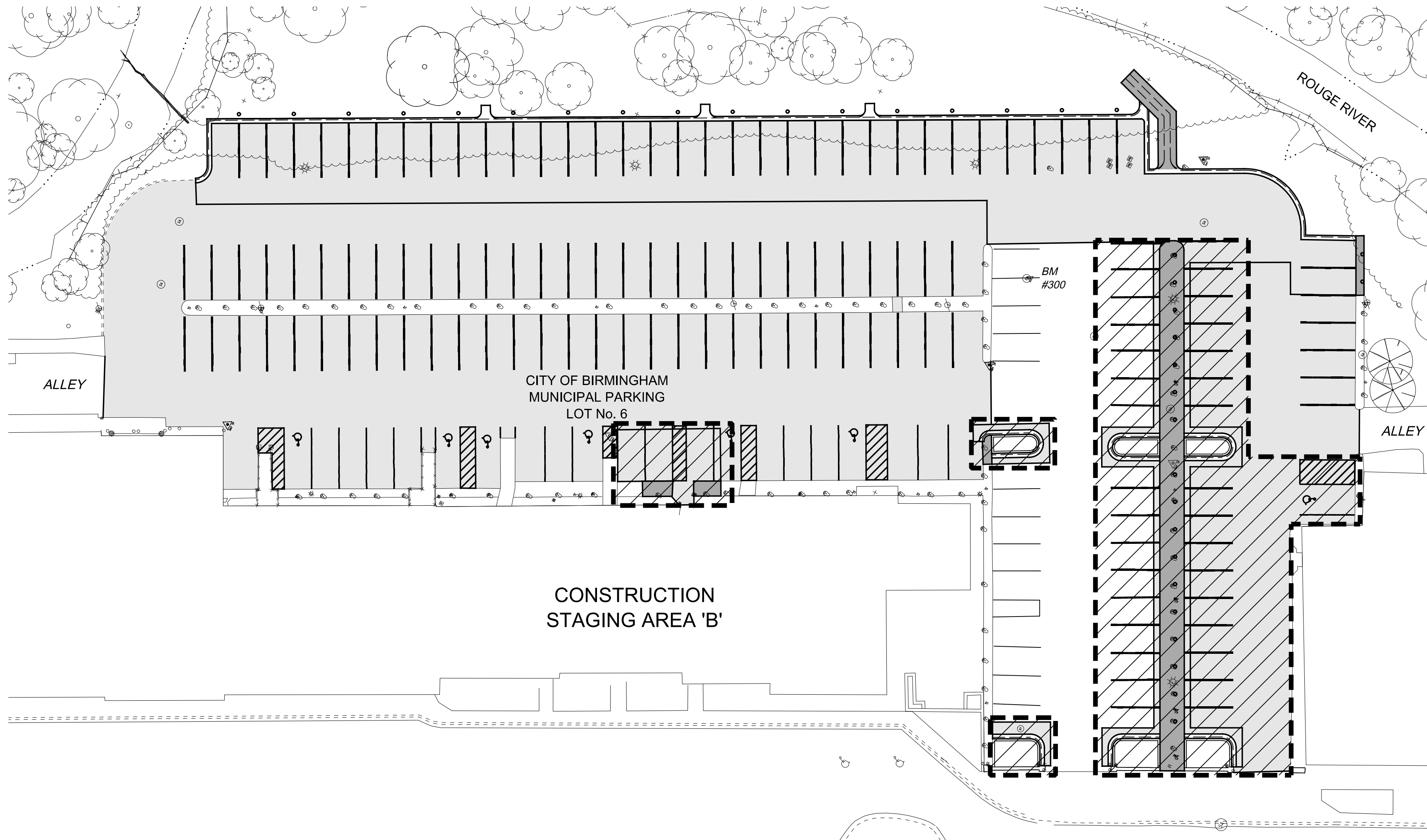
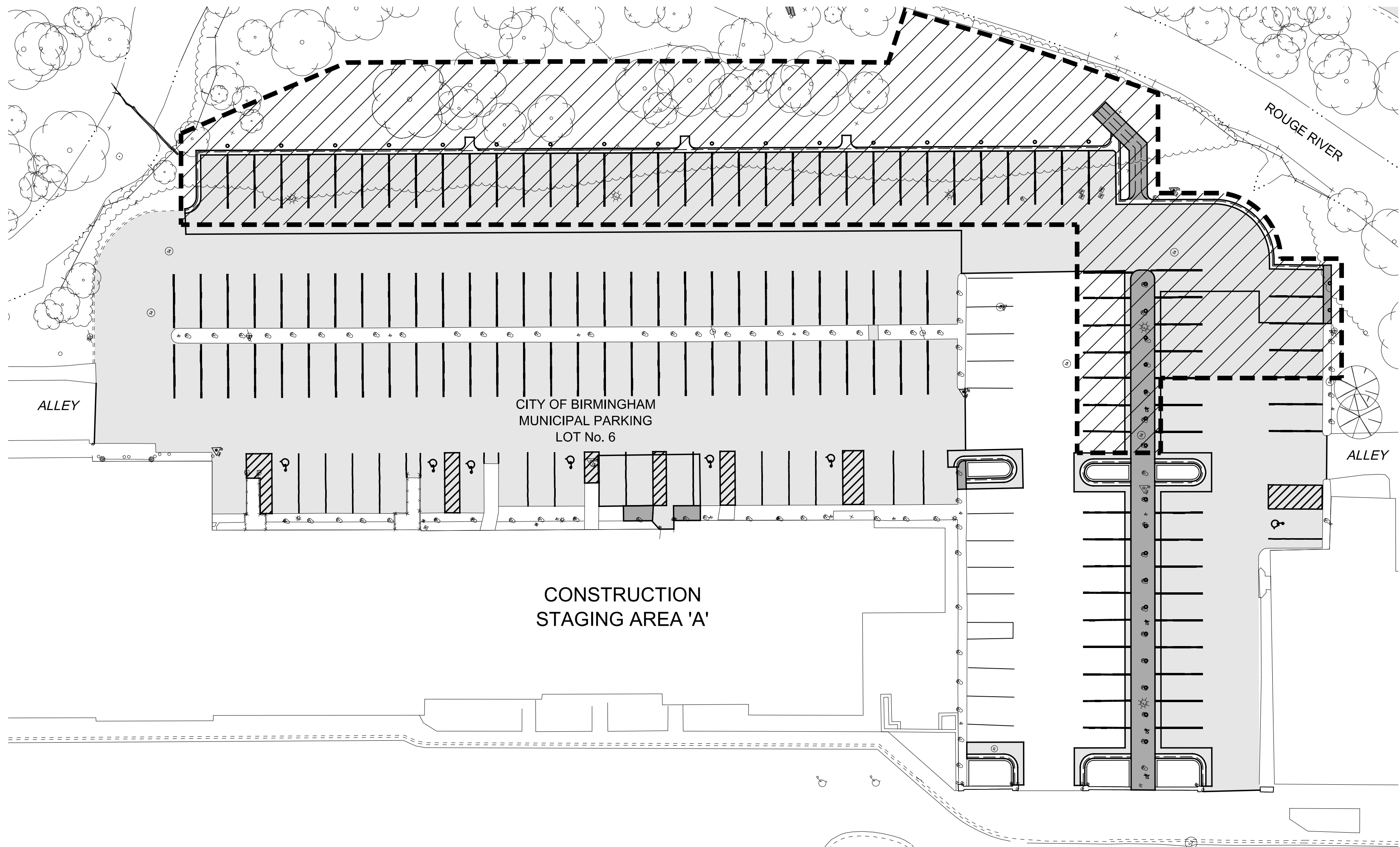
LOT No. 6

REHABILITATION

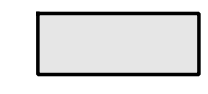
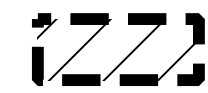
CITY CONTRACT No. 4-19 (PK)

PROJECT DETAILS

HRC JOB NO. 20170989	SCALE AS NOTED
DATE JANUARY 2019	SHEET NO. 3 OF



- LEGEND:
- LIMITS OF WORK STAGING AREAS
 - PROPOSED HMA PAVEMENT
 - PROPOSED CONCRETE PAVEMENT



NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



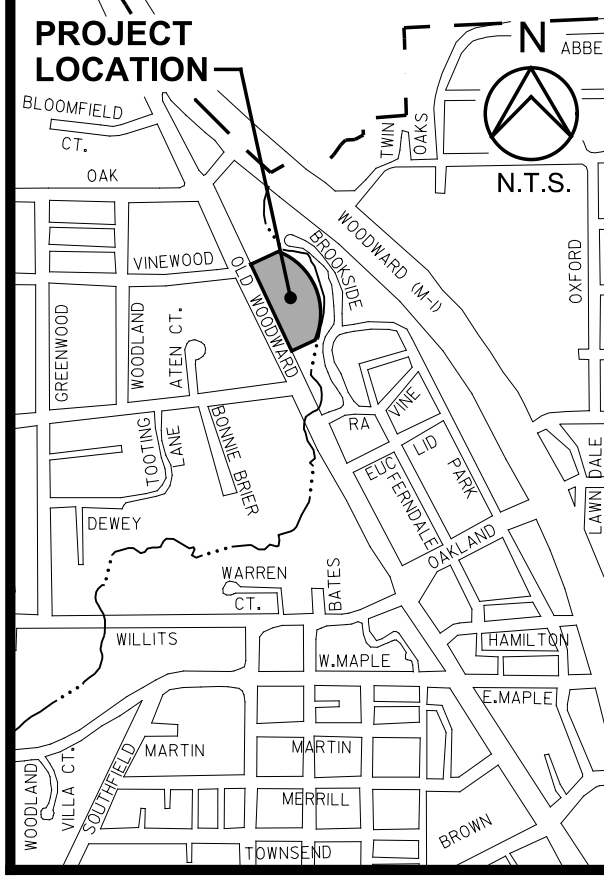
CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or 811
(TOLL FREE)



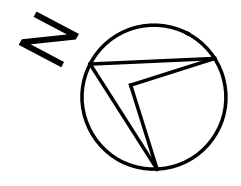
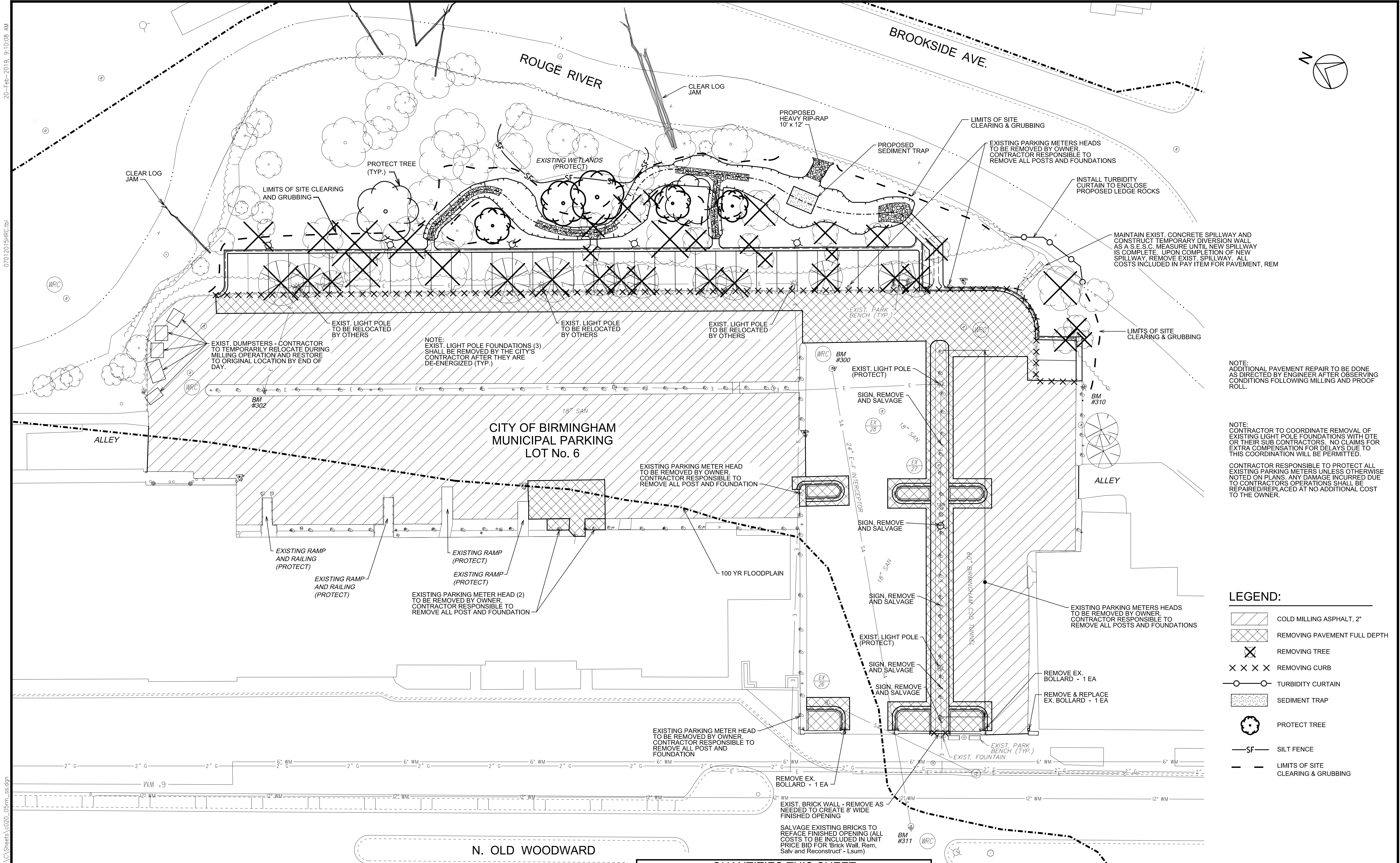
HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303 - 0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 454-6359
WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)



02-20-2019	ISSUED FOR BIDS
01-25-2019	ISSUED FOR OWNER'S REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	P.L.K./B.J.H.
DRAWN	B.J.H./J.A.R.
CHECKED	J.J.S.
APPROVED	M.C.M.



CITY OF BIRMINGHAM	
MUNICIPAL PARKING LOT No. 6 REHABILITATION CITY CONTRACT No. 4-19 (PK)	
OAKLAND COUNTY MICHIGAN	
CONSTRUCTION STAGING PLAN	
HRC JOB NO. 20170989	SCALE NO SCALE
DATE JANUARY 2019	SHEET NO. 4 OF



NOTE: ADDITIONAL PAVEMENT REPAIR TO BE DONE AS DIRECTED BY ENGINEER AFTER OBSERVING CONDITIONS FOLLOWING MILLING AND PROOF ROLL.

NOTE: CONTRACTOR TO COORDINATE REMOVAL OF EXISTING LIGHT POLE FOUNDATIONS WITH DTE OR THEIR SUB CONTRACTORS. NO CLAIMS FOR EXTRA COMPENSATION FOR DELAYS DUE TO THIS COORDINATION WILL BE PERMITTED.

CONTRACTOR RESPONSIBLE TO PROTECT ALL EXISTING PARKING METERS UNLESS OTHERWISE NOTED ON PLANS. ANY DAMAGE INCURRED DUE TO CONTRACTORS OPERATIONS SHALL BE REPAIRED/REPLACED AT NO ADDITIONAL COST TO THE OWNER.

- LEGEND:**
- COLD MILLING ASPHALT, 2"
 - REMOVING PAVEMENT FULL DEPTH
 - REMOVING TREE
 - REMOVING CURB
 - TURBIDITY CURTAIN
 - SEDIMENT TRAP
 - PROTECT TREE
 - SILT FENCE
 - LIMITS OF SITE CLEARING & GRUBBING

BENCH MARKS	
ELEVATION	DESCRIPTION
733.65	B.M. #300 - SOUTH RIM OF SANITARY MANHOLE EAST END OF PARKING LOT #6, 75' +/- SOUTHEAST OF SOUTHEAST CORNER OF BUILDING
736.30	B.M. #302 - CONC NAIL IN WEST FACE OF UTILITY POLE IN ISLAND @ NORTH END OF PARKING LOT BEHIND BUILDING 704-710
734.03	B.M. #310 - MAG NAIL IN NORTHWEST FACE OF UTILITY POLE @ SOUTHEAST CORNER OF PARKING LOT #6 75' +/- NORTHWEST OF BUILDING 588
738.15	B.M. #311 - W RIM OF SANITARY MANHOLE IN NORTHBOND LANE OF OLD WOODWARD AVE, 75' +/- NORTHWEST OF BUILDING 588
NOTE: B.M. ELEVATIONS ARE PER THE CITY OF BIRMINGHAM'S DATUM	

QUANTITIES THIS SHEET			
NO.	DESCRIPTION	UNIT	QTY.
1	Removing Tree (6" Dia and Larger)	Ea	36
2	Site Clearing & Grubbing (Less than 6" Dia Tree Removal Included)	Lsum	1
3	Removing Curb	Ft	416
4	Removing Pavement Full Depth	Syd	860
5	Removing Sidewalk, Ramps and Raised Sidewalk	Syd	140
6	Cold Milling Asphalt, 2"	Syd	3460
7	Brick Wall, Rem, Salv and Reconstruct	Lsum	1
8	Removing Parking Meter Post	Ea	25
9	Remove Bollard	Ea	2
10	Remove & Replace Bollard	Ea	1
11	Sign, Remove and Salvage	Ea	5
12	Temp Erosion Control, Silt Fence	Ft	600
13	Temp Erosion Control, Sediment Trap	Ea	1
14	Temp Erosion Control, Turbidity Curtain	Ft	100
15	Removing Log Jam	Ea	2

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



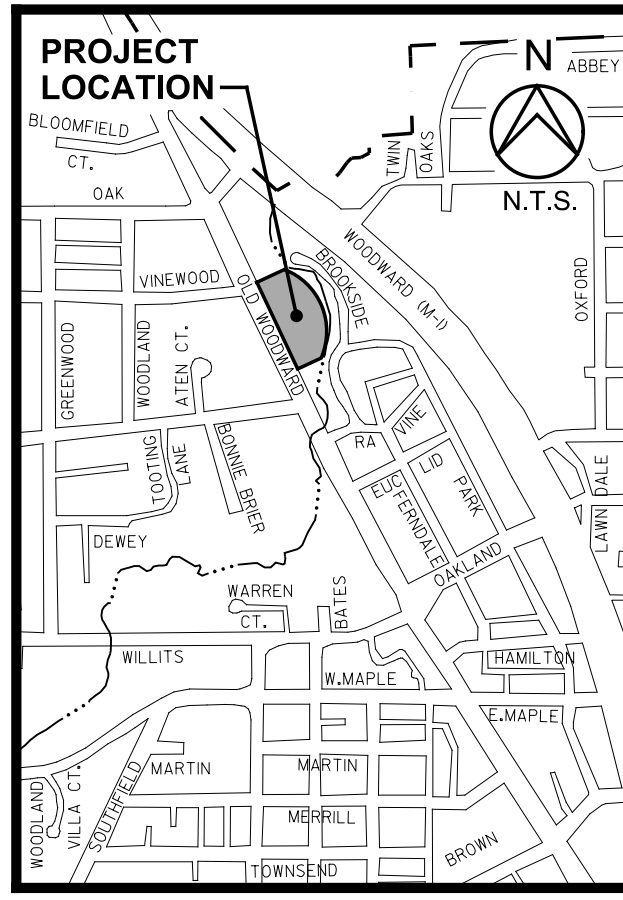
CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or **811**
(TOLL FREE)



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 454-6359
WEB SITE: <http://www.hrcengr.com>



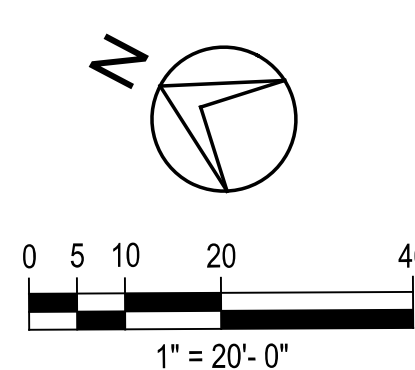
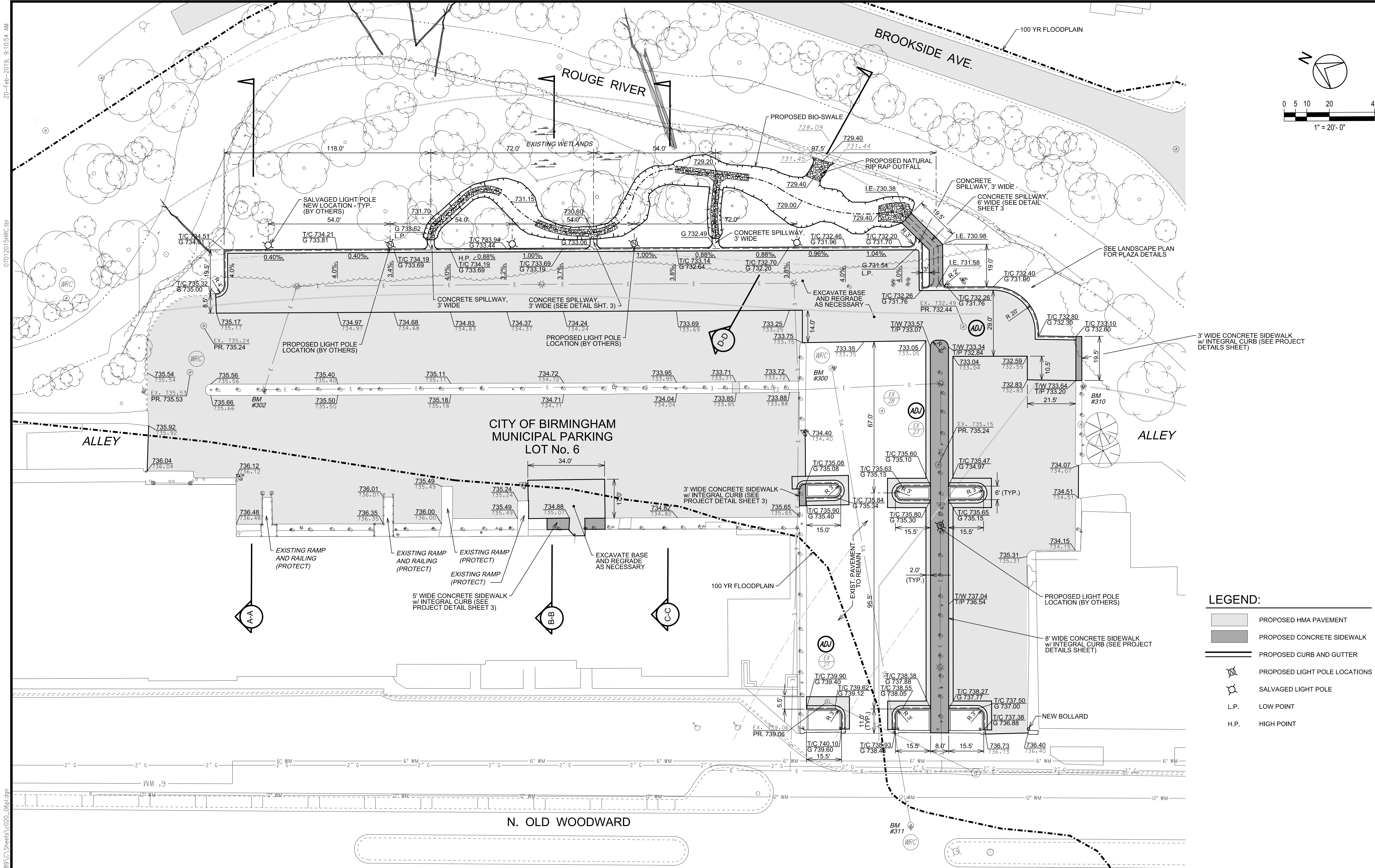
02-20-2019	ISSUED FOR BIDS
01-25-2019	ISSUED FOR OWNER'S REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	P.L.K./B.J.H.
DRAWN	B.J.H./J.A.R.
CHECKED	J.J.S.
APPROVED	M.C.M.



CITY OF BIRMINGHAM
MUNICIPAL PARKING
LOT No. 6
REHABILITATION
CITY CONTRACT No. 4-19 (PK)

REMOVAL PLAN
&
SOIL EROSION AND
SEDIMENTATION CONTROLS

HRC JOB NO.	SCALE
20170989	1" = 20'
DATE	SHEET NO.
JANUARY 2019	5 OF



BENCH MARKS	
ELEVATION	DESCRIPTION
733.65	B.M. #300 - SOUTH RIM OF SANITARY MANHOLE EAST END OF PARKING LOT #6, 75' +/- SOUTHEAST OF SOUTHEAST CORNER OF BUILDING
736.30	B.M. #302 - CONC NAIL IN WEST FACE OF UTILITY POLE IN ISLAND @ NORTH END OF PARKING LOT BEHIND BUILDING 704-710
734.03	B.M. #310 - MAG NAIL IN NORTHWEST FACE OF UTILITY POLE @ SOUTHEAST CORNER OF PARKING LOT #6 75' +/- NORTHWEST OF BUILDING 588
737.24	B.M. #311 - W RIM OF SANITARY MANHOLE IN NORTHBOUND LANE OF OLD WOODWARD AVE, 75' +/- NORTHWEST OF BUILDING 588

QUANTITIES THIS SHEET			
NO.	DESCRIPTION	UNIT	QTY.
1	Excavation & Grading for Parking Lot	Lsum	1
2	Adjust Structure Cover	Ea	6
3	Subgrade Undercutting, 21AA Backfill	Cyd	100
4	Aggregate Base, MDOT 21AA Limestone, 8 inch	Syd	1840
5	Concrete Curb & Gutter, 18", MDOT Type F2, Modified	Ft	507
6	Concrete Spillway, 3 foot wide	Ea	4
7	Concrete Spillway, 6 foot wide	Ft	36
8	Bituminous Mixture No. 13A, 2"	Ton	220
9	Bituminous Mixture No. 3C, 2"	Ton	630
10	Raised Concrete Sidewalk, 4" (Includes Integral Curb)	Sft	1540
11	Ditching, Backfill & Grading for Bio-Retention	Ft	274
12	Natural Riprap, Plain, Checkdams/Spillways	Syd	60
13	Natural Riprap, Heavy, Outfall	Syd	8

- LEGEND:**
- PROPOSED HMA PAVEMENT
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED CURB AND GUTTER
 - PROPOSED LIGHT POLE LOCATIONS
 - SALVAGED LIGHT POLE
 - L.P. LOW POINT
 - H.P. HIGH POINT

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

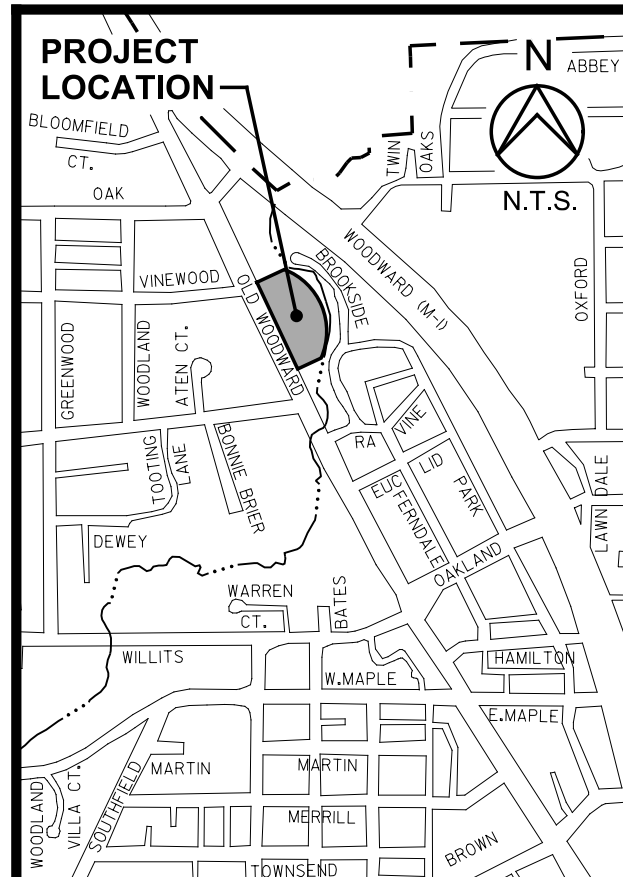


CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or **811**
(TOLL FREE)




HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH. 48303-0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 454-6359
WEB SITE: <http://www.hrcengr.com>

02-20-2019	ISSUED FOR BIDS
01-25-2019	ISSUED FOR OWNER'S REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	P.L.K./B.J.H.
DRAWN	B.J.H./J.A.R.
CHECKED	J.J.S.
APPROVED	M.C.M.



CITY OF BIRMINGHAM
MUNICIPAL PARKING
LOT No. 6
REHABILITATION
CITY CONTRACT No. 4-19 (PK)

OAKLAND COUNTY MICHIGAN	
CONSTRUCTION PLAN	
HRC JOB NO. 20170989	SCALE 1" = 20'
DATE JANUARY 2019	SHEET NO. 6 OF

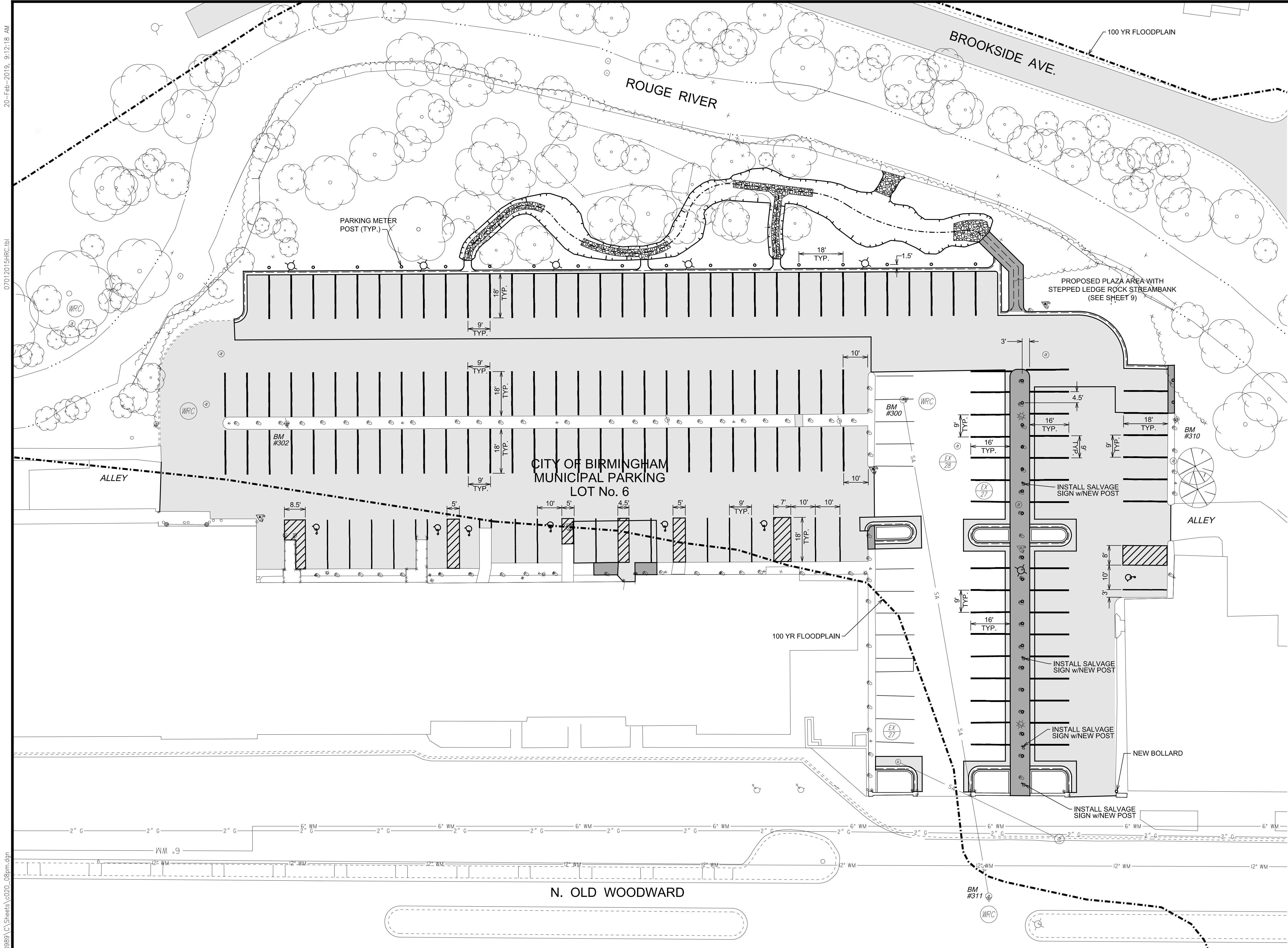


PROPOSED CUT

PROPOSED FILL

CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or **811**
(TOLL FREE)





BENCH MARKS

ELEVATION	DESCRIPTION
733.65	B.M. #300 - SOUTH RIM OF SANITARY MANHOLE EAST END OF PARKING LOT #6, 75' +/- SOUTHEAST OF SOUTHEAST CORNER OF BUILDING
736.30	B.M. #302 - CONC NAIL IN WEST FACE OF UTILITY POLE IN ISLAND @ NORTH END OF PARKING LOT BEHIND BUILDING 704-710
734.03	B.M. #310 - MAG NAIL IN NORTHWEST FACE OF UTILITY POLE @ SOUTHEAST CORNER OF PARKING LOT #6 75' +/- NORTHWEST OF BUILDING 588
738.15	B.M. #311 - W RIM OF SANITARY MANHOLE IN NORTHBOUND LANE OF OLD WOODWARD AVE. 75' +/- NORTHWEST OF BUILDING 588

NOTE: B.M. ELEVATIONS ARE PER THE CITY OF BIRMINGHAM'S DATUM

QUANTITIES THIS SHEET

NO.	DESCRIPTION	UNIT	QTY.
1	Pavement Marking, 4 Inch, Waterbourne, Yellow	Ft	2830
2	Pavement Marking, 4 Inch, Waterbourne, Blue	Ft	720
3	Accessible Parking Symbol, Waterbourne, Blue	Ea	7
4	Parking Meter Post	Ea	36
5	Install Salvage Sign w/New Post	Ea	5

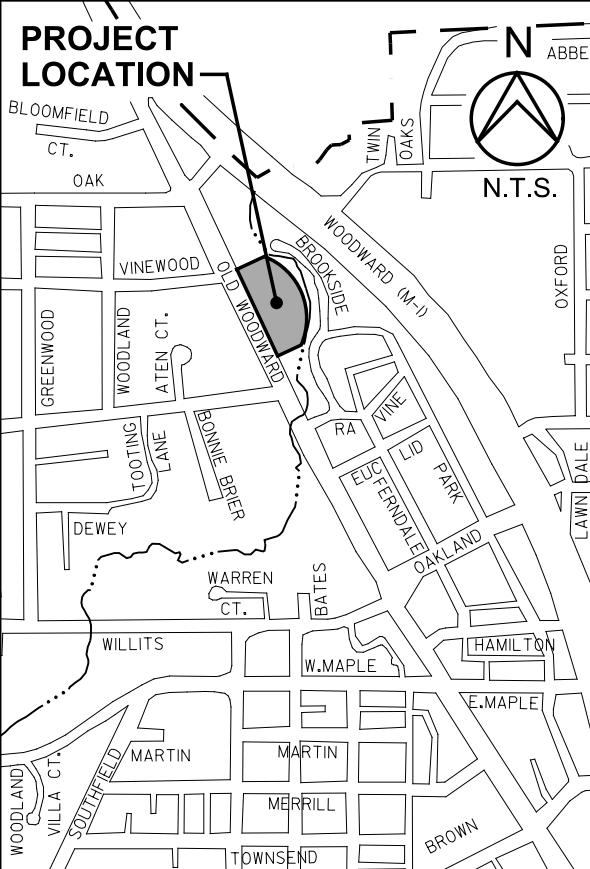
NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or **811**
(TOLL FREE)



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303 - 0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 454-6359
WEB SITE: <http://www.hrcengr.com>



CITY OF BIRMINGHAM

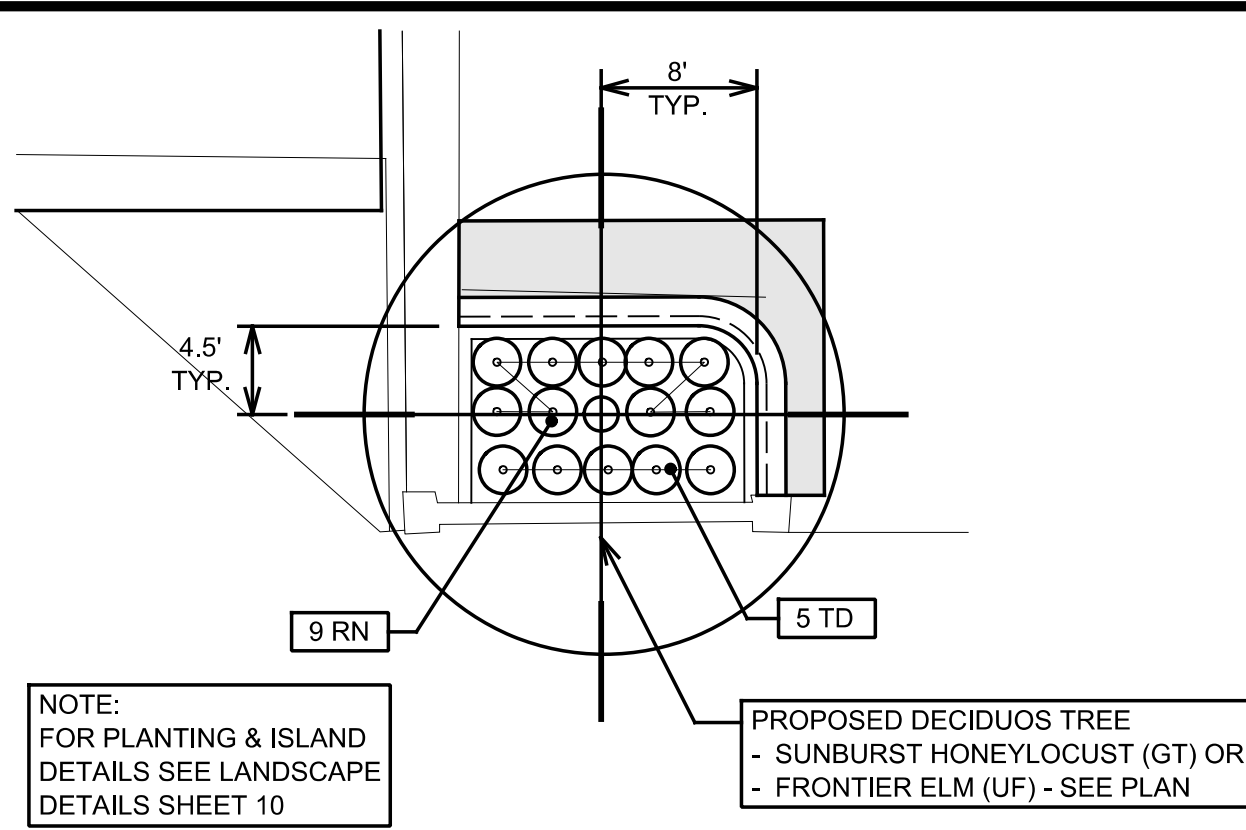
**MUNICIPAL PARKING
LOT No. 6
REHABILITATION
CITY CONTRACT No. 4-19 (PK)**

OAKLAND COUNTY MICHIGAN

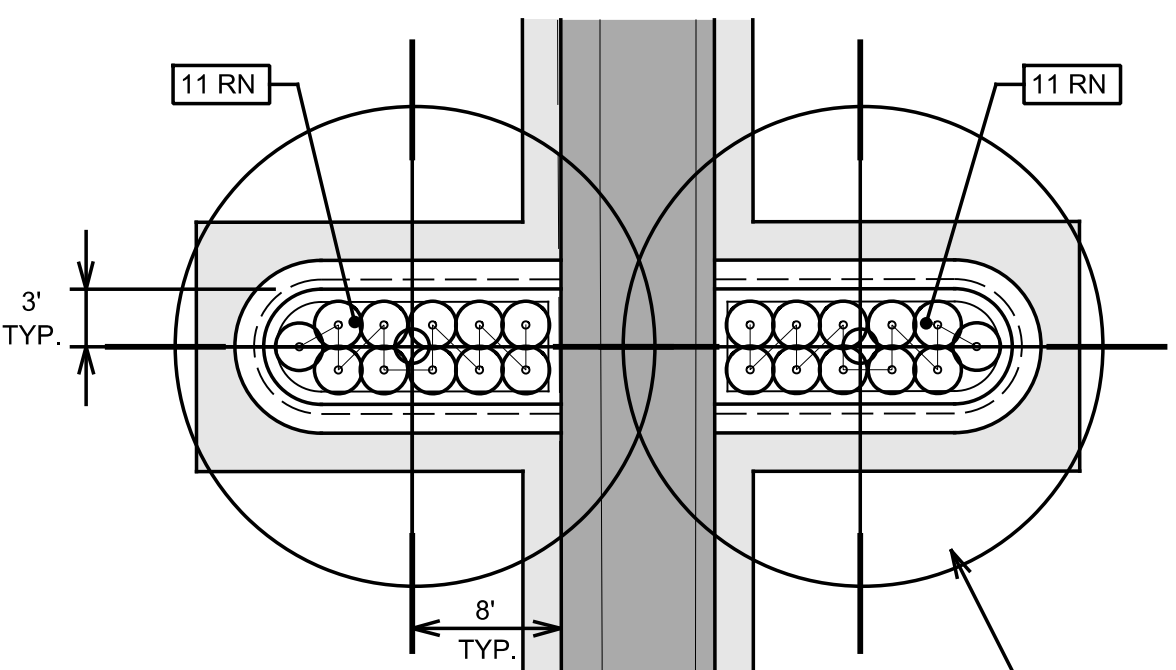
PAVEMENT MARKINGS

HRC JOB NO. 20170989	SCALE 1" = 20'
DATE JANUARY 2019	SHEET NO. 8 OF

20-Feb-2019, 9:12:59 AM
D:\201709\20170989\CSheets\010_Landscaping.dgn
frc



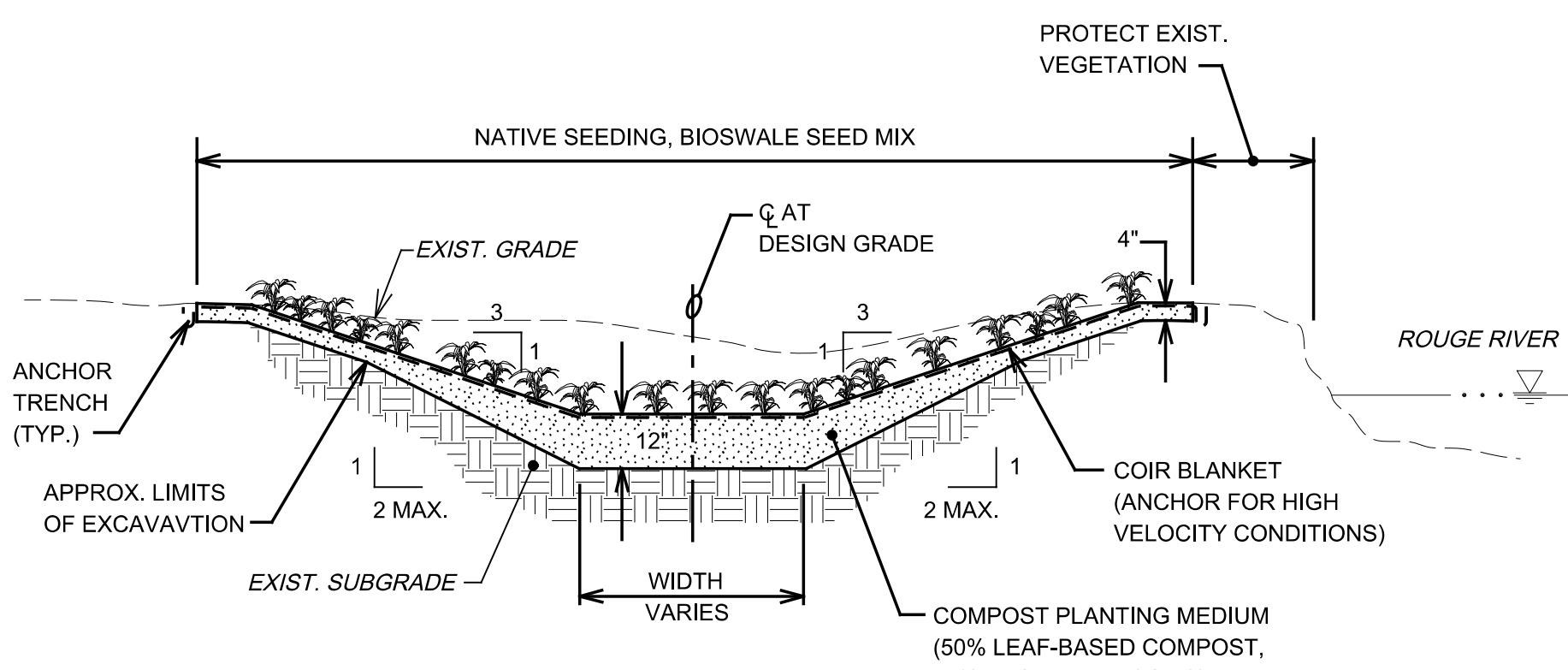
TYPICAL ISLAND DETAIL 'A'
1" = 10'



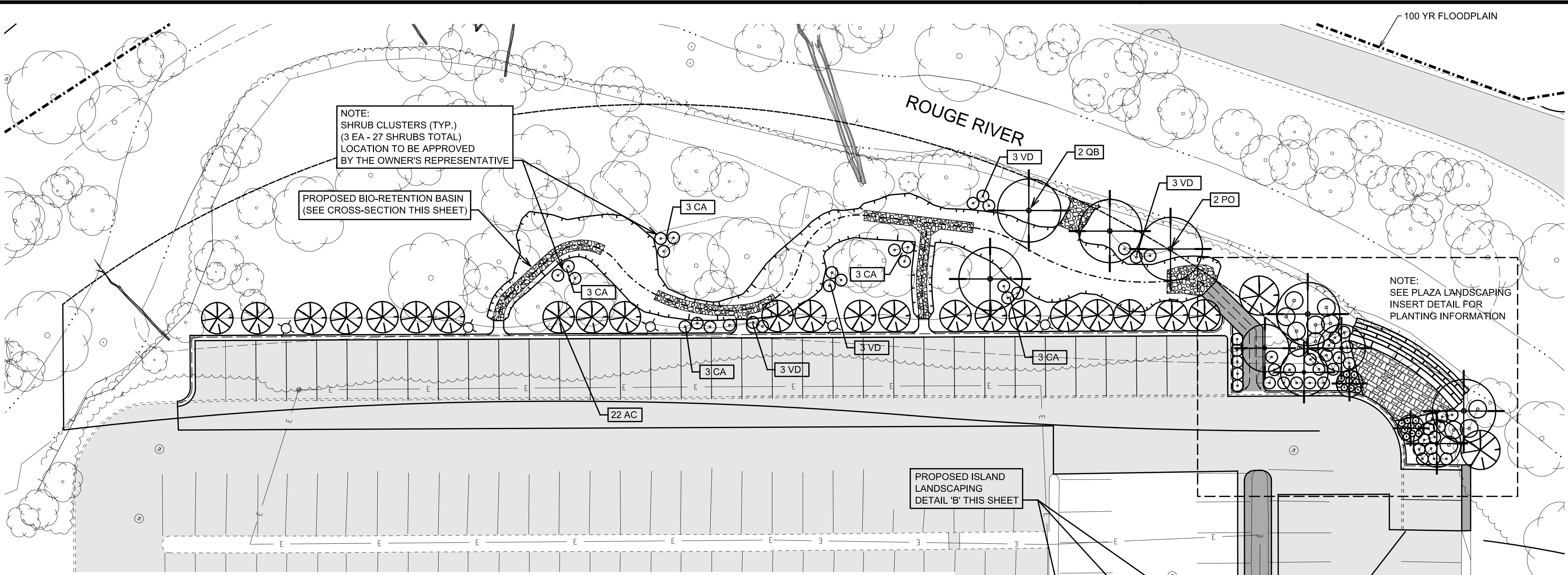
TYPICAL ISLAND DETAIL 'B'
1" = 10'

PLANT SPECIES PLANT LIST

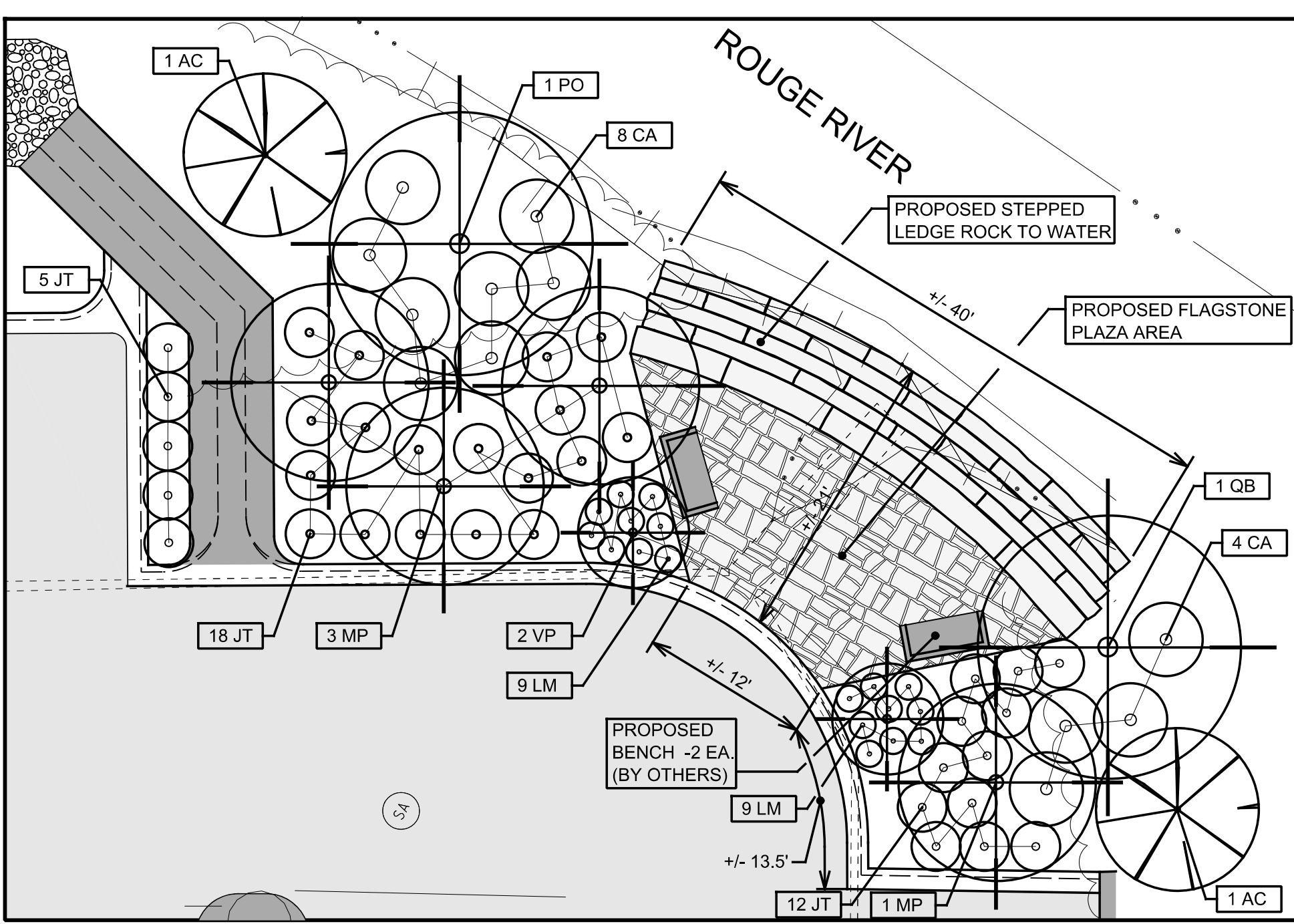
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
UF	4	Ulmus x Frontier	Frontier Elm	3" cal.	B & B
GT	2	Gleditsia Tri. 'Sunburst'	Sunburst Honeylocust	3" cal.	B & B
AC	24	Abies Concolor	White Fir	10' ht.	B & B
QB	3	Quercus Bicolor	Swamp White Oak	2" cal.	B & B
PO	3	Platanus Occidentalis	American Sycamore	2.5" cal.	B & B
CA	27	Cornus Alba	Red Twig Dogwood	30" ht.	B & B
MP	4	Malus Prairiefire	Red Flw Crab	2" cal.	B & B
VP	2	Viburnum Plicatum 'Summer Snowflake'	Summer Snowflake Viburnum	4' ht.	B & B
LM	18	Liriope Muscari	Liriope	plugs	B & B
JT	35	Juniperus 'Tamariscifolia'	Tammy Junipers	24" sprd.	B & B
VD	12	Viburnum Dentatum	Arrow-Wood Viburnum	30" ht.	B & B
TD	15	Taxus x Media 'Densiformis'	Dense Yew Shrubs	#3	Cont.
RN	60	Rosa x 'Noaschnee'	Carpet Rose	#2	Cont.



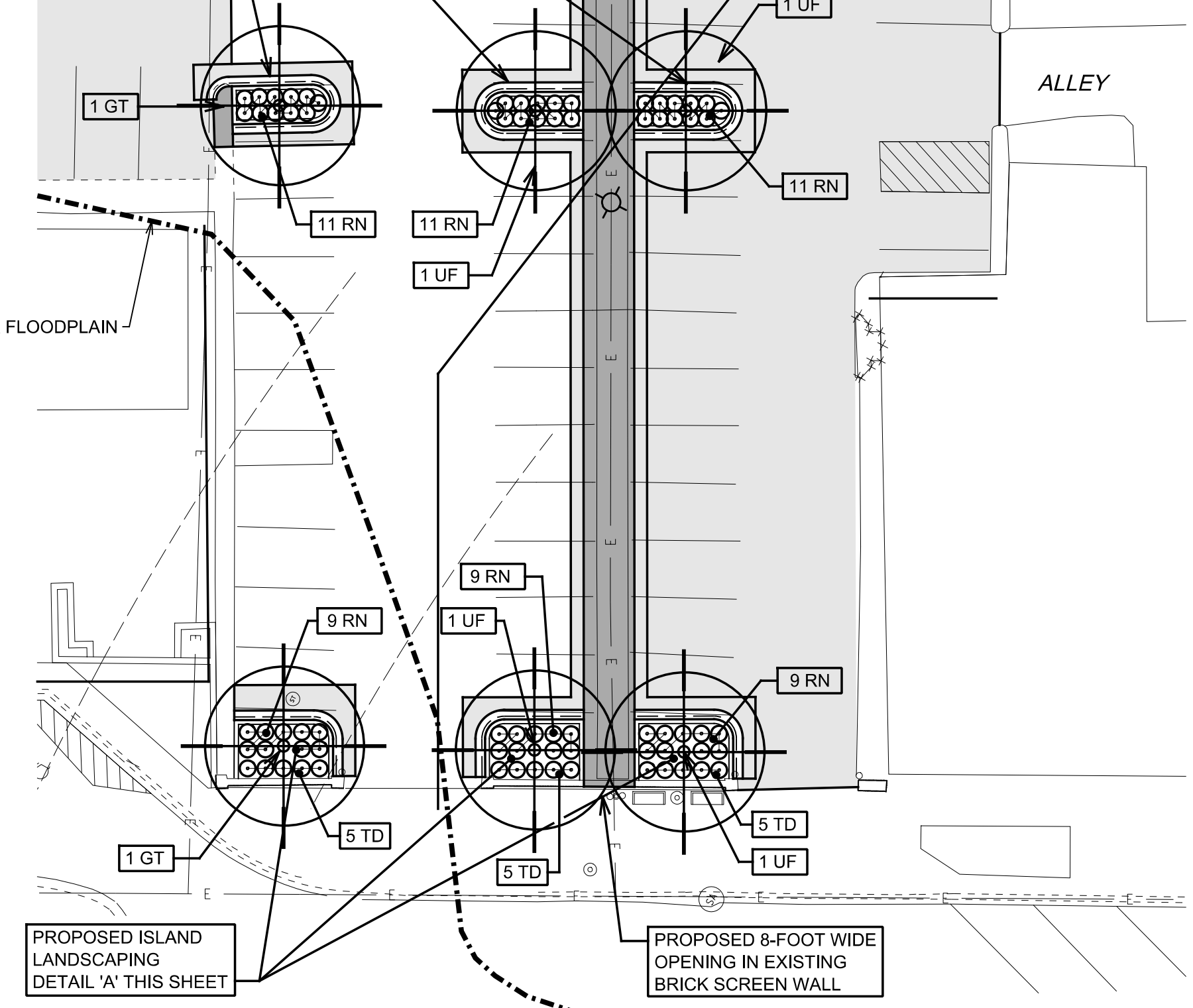
BIORETENTION BASIN CROSS-SECTION
NO SCALE



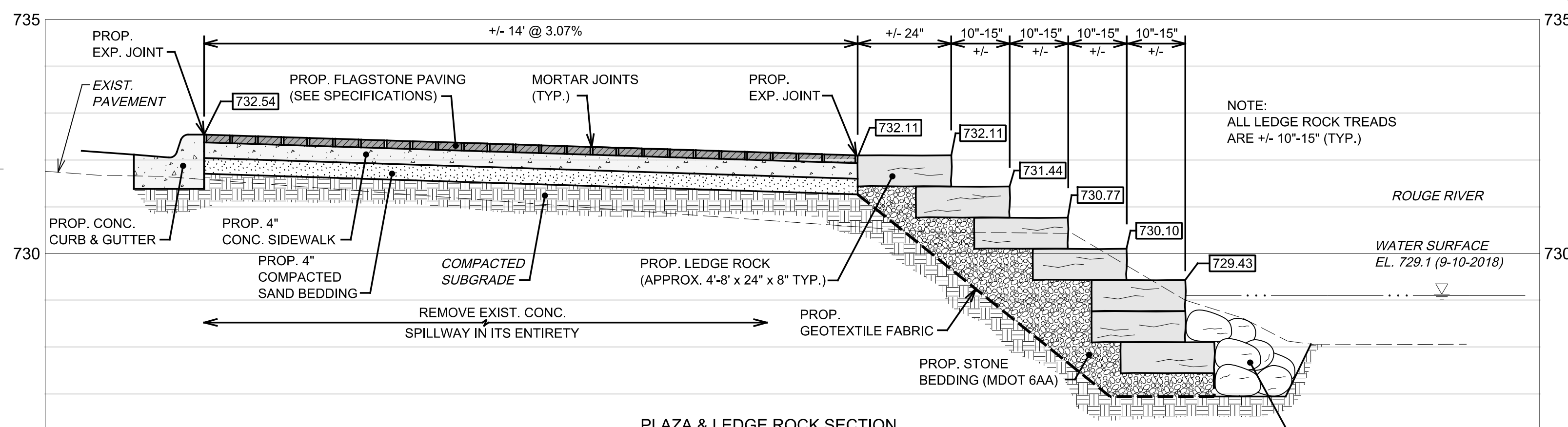
LANDSCAPE PLAN
1" = 20'



PLAZA LANDSCAPE PLANTING DETAIL
NO SCALE



PROPOSED ISLAND LANDSCAPING DETAIL 'A' THIS SHEET

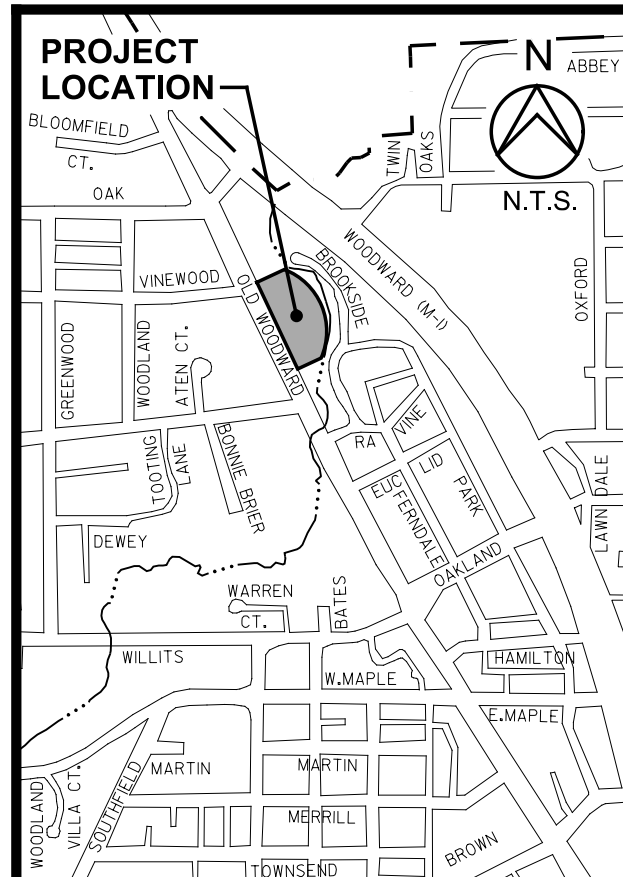


PLAZA & LEDGE ROCK SECTION
1" = 2' HORIZ.
1" = 2' VERT.



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: <http://www.hrcengr.com>

02-20-2019	ISSUED FOR BIDS
01-25-2019	ISSUED FOR OWNER'S REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	P.L.K./B.J.H.
DRAWN	B.J.H./J.A.R.
CHECKED	J.J.S.
APPROVED	M.C.M.



CITY OF BIRMINGHAM
MUNICIPAL PARKING
LOT No. 6
REHABILITATION
CITY CONTRACT No. 4-19 (PK)

LANDSCAPE PLAN

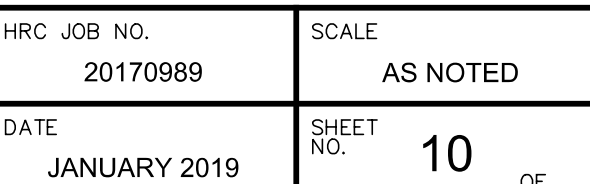
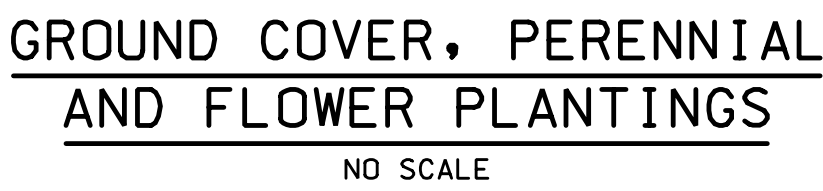
HRC JOB NO. 20170989	SCALE AS NOTED
DATE JANUARY 2019	SHEET NO. 9 OF 9

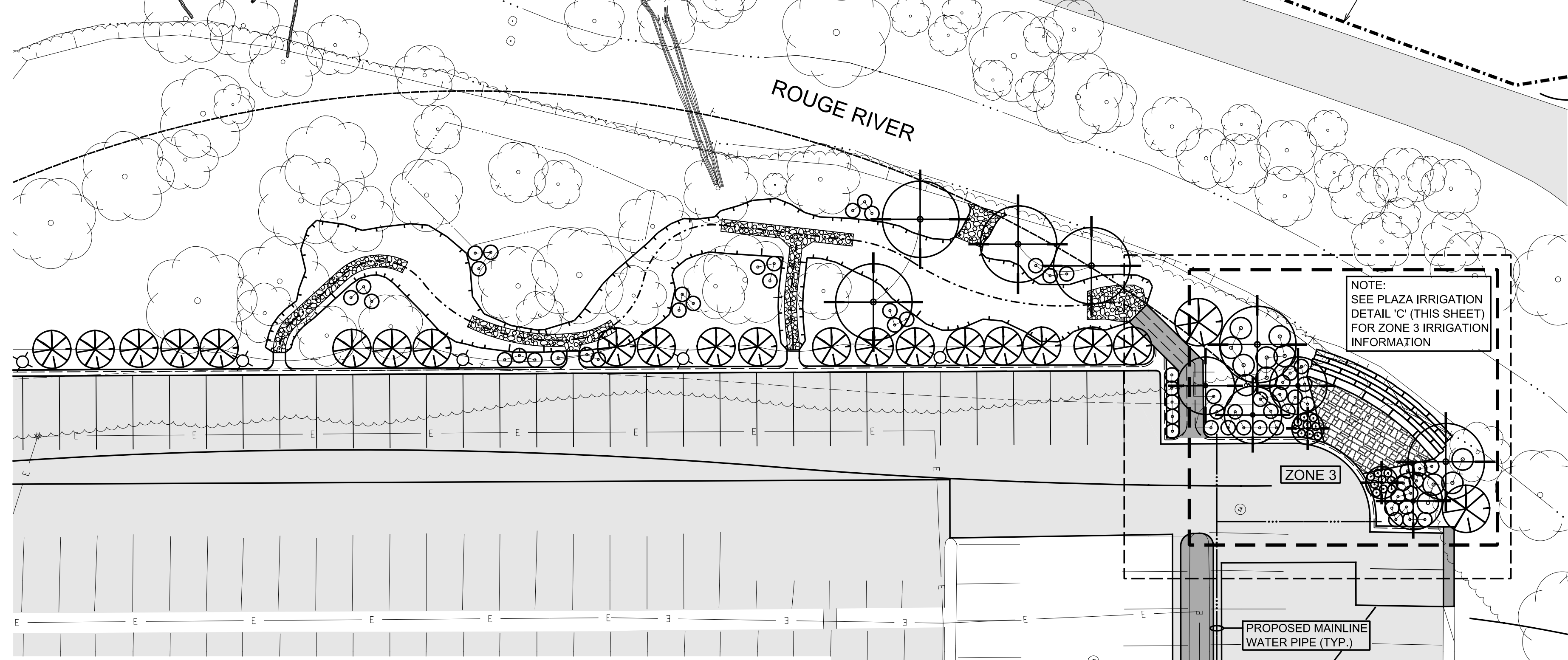
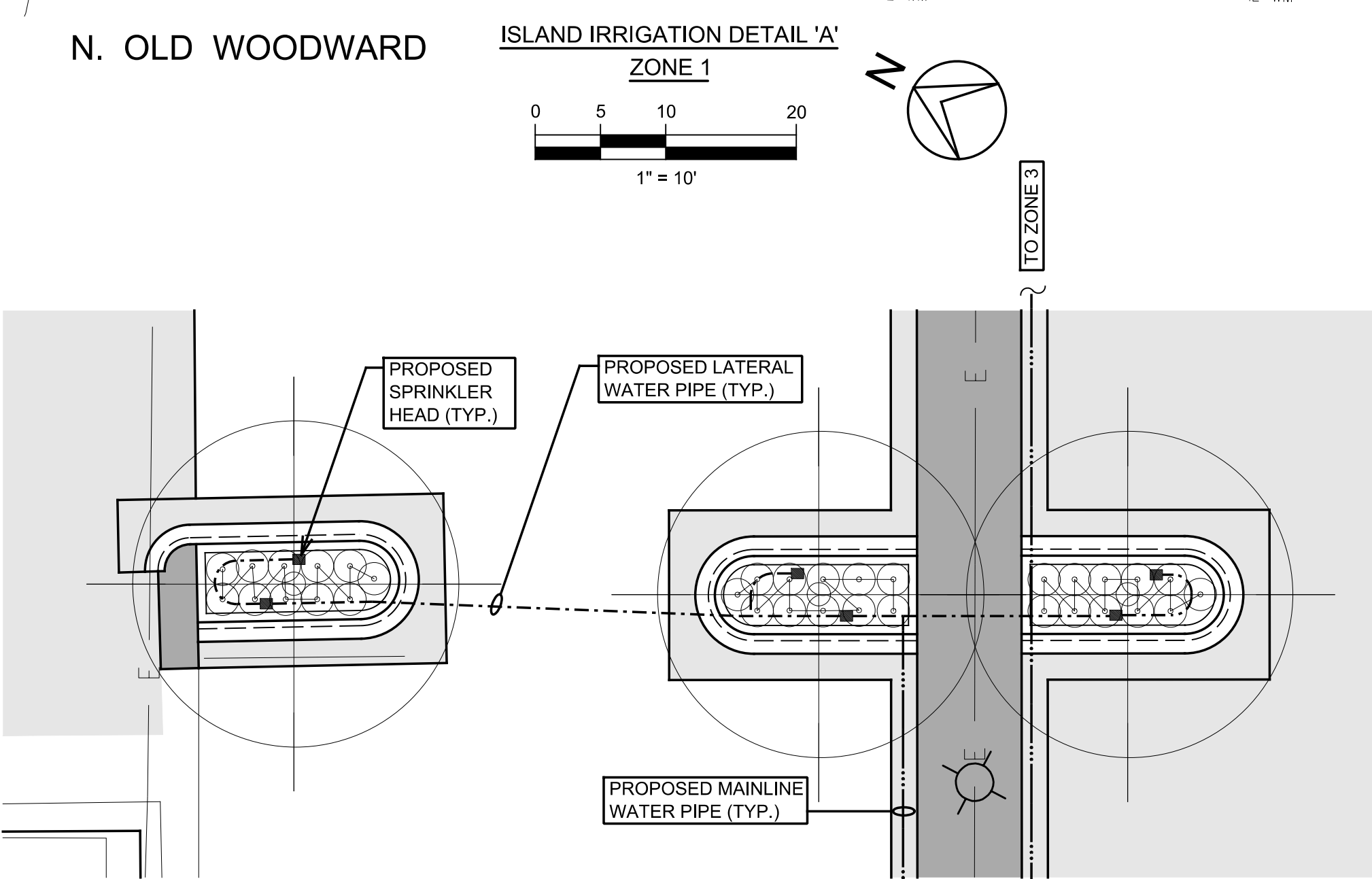
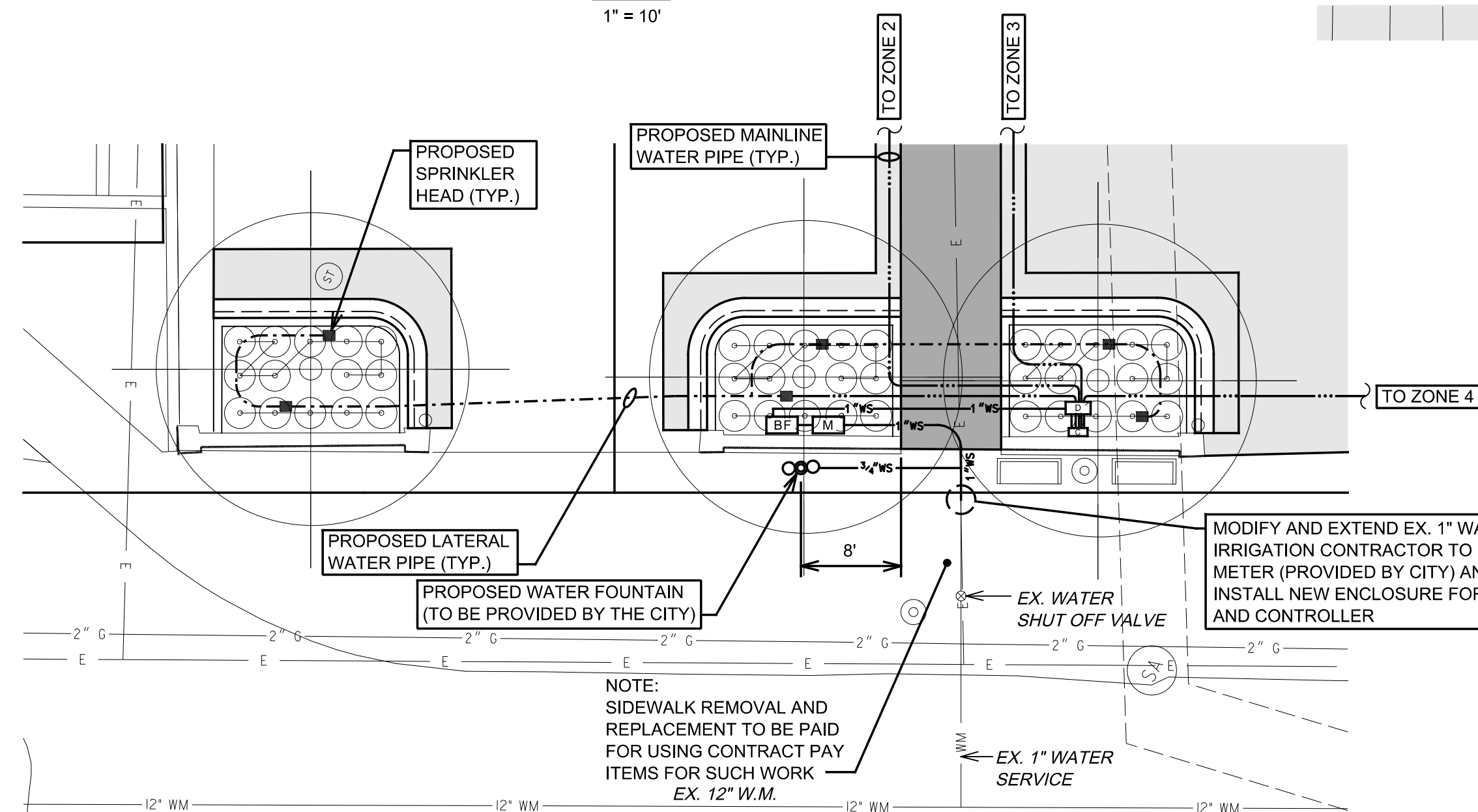
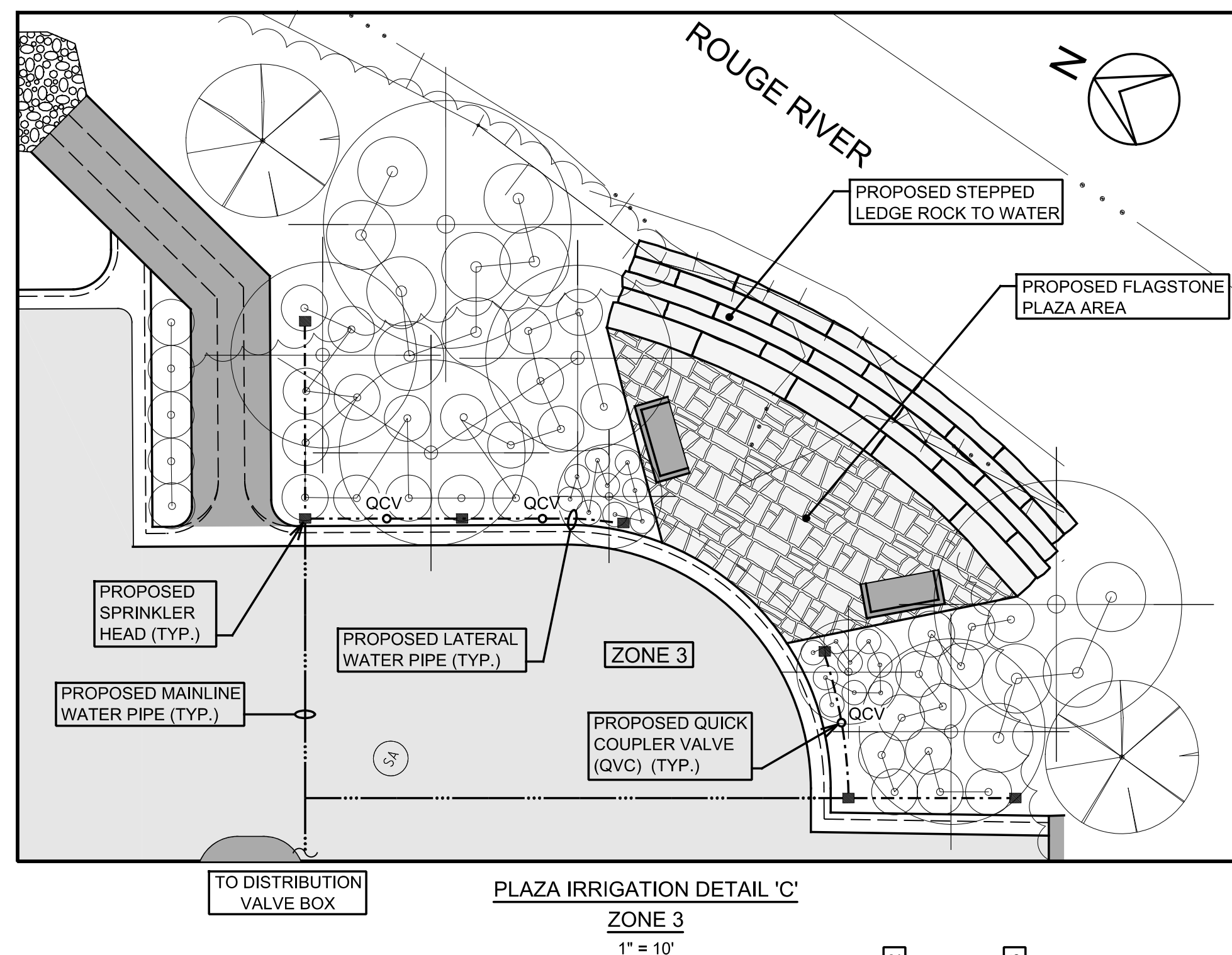
NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or 811
(TOLL FREE)

27. TOPSOIL SHALL BE FERTILE, FRIABLE NATURAL TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 5% BUT NOT MORE THAN 20% BY WEIGHT OF ORGANIC MATTER WITH A pH RANGE FROM 6.0 TO 7.0. SOIL SHALL BE FREE OF CLAY LUMPS, COARSE SAND, STONES, PLANT ROOTS, STICKS OR ANY OTHER FOREIGN MATERIALS.





NOTE: SPRINKLER HEADS, PIPING AND OTHER IRRIGATION SYSTEM COMPONENTS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR TO DESIGN THE IRRIGATION SYSTEM WITH FOUR (4) ZONES TO PROVIDE ADEQUATE COVERAGE FOR THE SPECIFIED PLANTINGS. OVERSPRAY INTO PARKING AREAS AND SIDEWALKS SHALL BE MINIMIZED. THE WATER SUPPLY PRESSURE IS GENERALLY OVER 60 psi AND A PRESSURE REDUCING VALVE MAY BE NECESSARY. THE FULLY DETAILED IRRIGATION PLAN SHALL BE SUBMITTED FOR OWNER REVIEW PRIOR TO ORDERING MATERIALS AND/OR SUPPLIES.

NOTE: SEE ISLAND IRRIGATION DETAIL 'B' FOR ZONE 2 IRRIGATION INFORMATION

NOTE: SEE PLAZA IRRIGATION DETAIL 'C' (THIS SHEET) FOR ZONE 3 IRRIGATION INFORMATION

NOTE: SEE ISLAND IRRIGATION DETAIL 'D' FOR ZONE 4 IRRIGATION INFORMATION

IRRIGATION QUANTITIES THIS SHEET			
No.	DESCRIPTION	UNIT	QTY
1	Relocate Drinking Fountain	Lsum	1
2	Install Water Meter and Backflow Preventer	Lsum	1
3	Automated Irrigation System	Lsum	1

IRRIGATION NOTES:

- ALL WORK IS TO BE IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL CODES AND ORDINANCES.
- ALL UNDERGROUND ELECTRICAL CONNECTIONS ARE TO BE MADE WITH WATERPROOF CONNECTORS.
- ALL AUTO CONTROL VALVES ARE TO BE INSTALLED IN CARSON VALVE BOXES OF APPROPRIATE SIZE, VP-10 OR VB-12.
- ALL CONTROL WIRING DOWNSTREAM OF THE CONTROLLER IS TO BE 14 AWG, UL APPROVED FOR DIRECT BURY.
- ALL ROTORS AND SPRAY POP-UPS SHALL BE INSTALLED ON SWING PIPE.
- ALL QVC SHALL BE INSTALLED ON 3-ELBOW PVC SWING JOINTS.
- ANY CHANGES IN AVAILABILITY OF SUPPLY SHOULD BE NOTED AND MODIFICATIONS TO THE DESIGN SHOULD BE MADE.
- THE CITY OF BIRMINGHAM SHALL BE RESPONSIBLE FOR PROVIDING THE WATER METER.

IRRIGATION LEGEND:

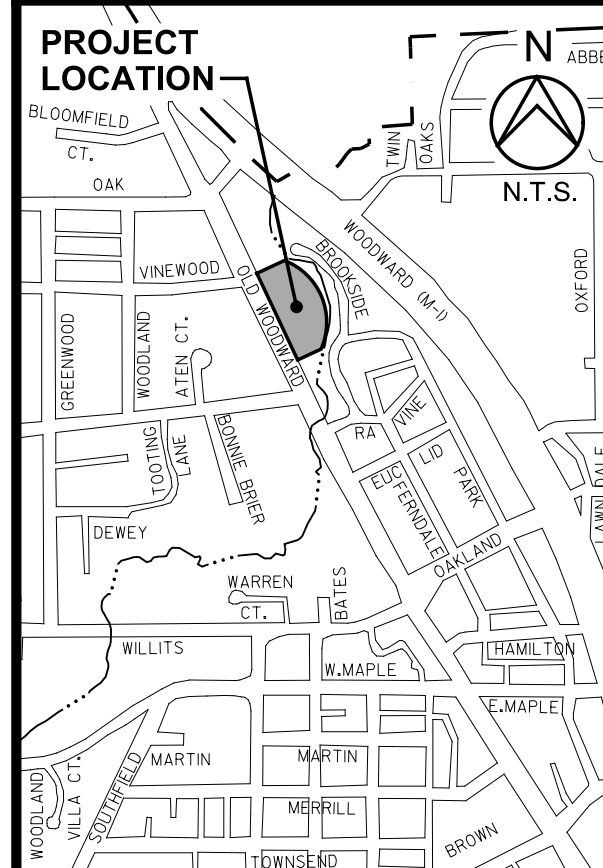
[Dashed Box]	IRRIGATION ZONES
[BF]	BACKFLOW ENCLOSURE
[M]	METER
[C]	TIMER/VALVE CONTROLLER
[D]	DISTRIBUTION VALVE BOX
[QCV]	QUICK COUPLER VALVE
[S]	SPRINKLER HEAD
[WS]	WATER SERVICE
[Solid Line]	MAINLINE WATER PIPE
[Dashed Line]	LATERAL WATER PIPE



CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or 811
(TOLL FREE)

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

03-11-2019	ADDENDUM No. 2
03-09-2019	ISSUED FOR OWNER'S REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	J.J.S.
DRAWN	J.A.R.
CHECKED	J.J.S.
APPROVED	M.C.M.

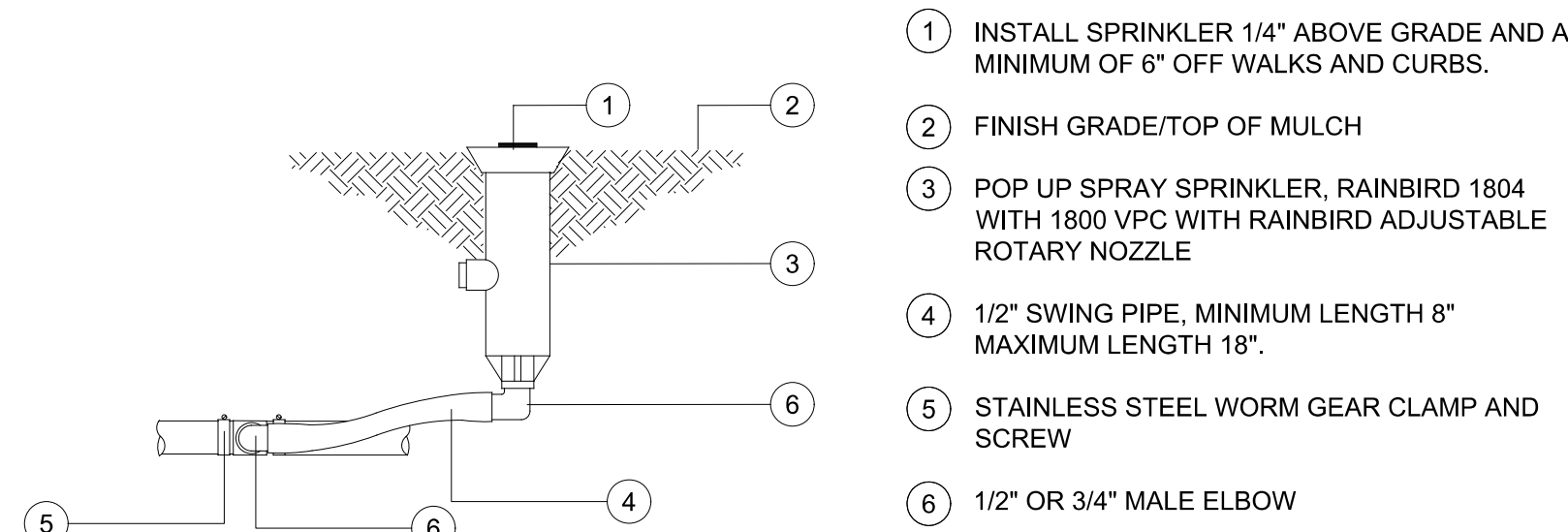


CITY OF BIRMINGHAM
MUNICIPAL PARKING
LOT No. 6
REHABILITATION
CITY CONTRACT No. 4-19 (PK)

OAKLAND COUNTY MICHIGAN

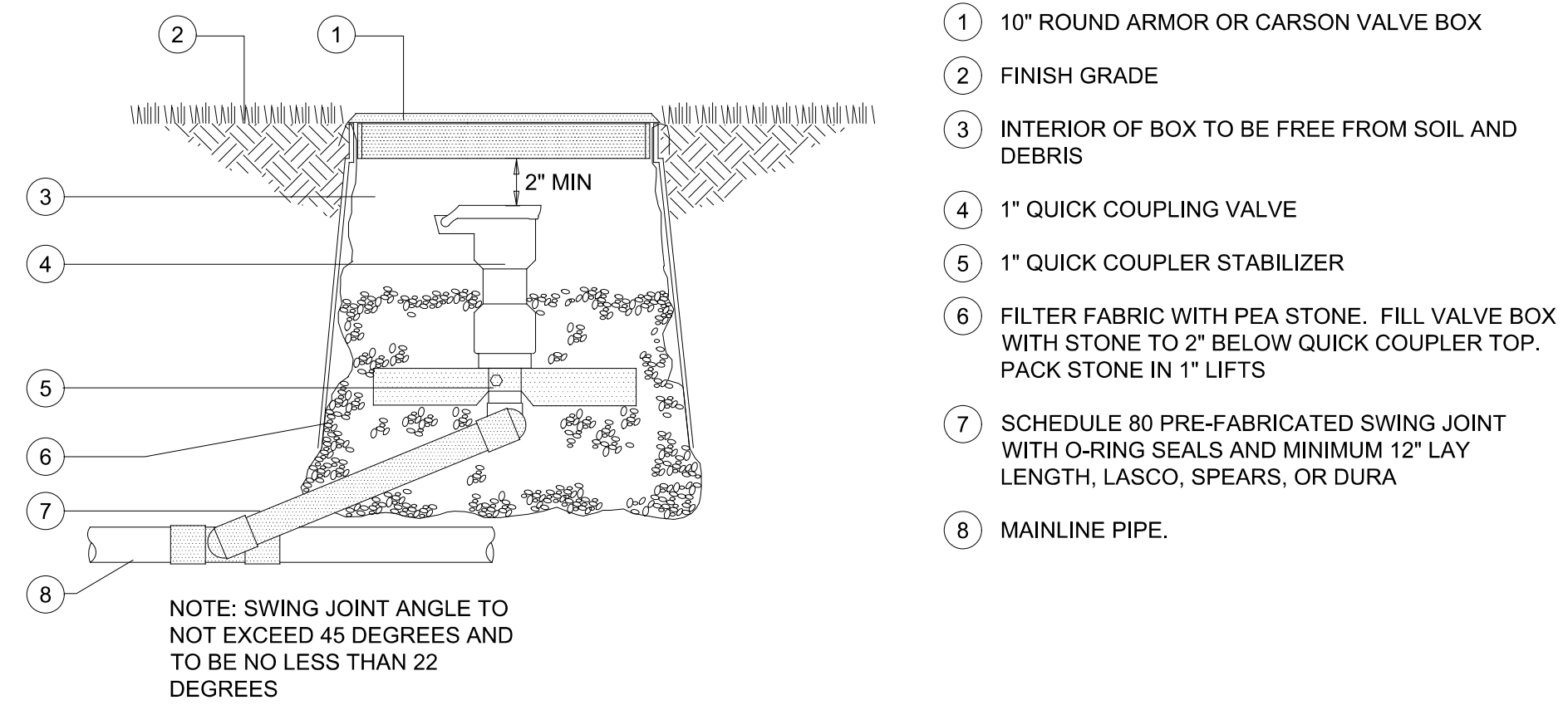
IRRIGATION PLAN
ADDENDUM No. 2

HRC JOB NO. 20170989	SCALE AS NOTED
DATE JANUARY 2019	SHEET NO. 11 OF



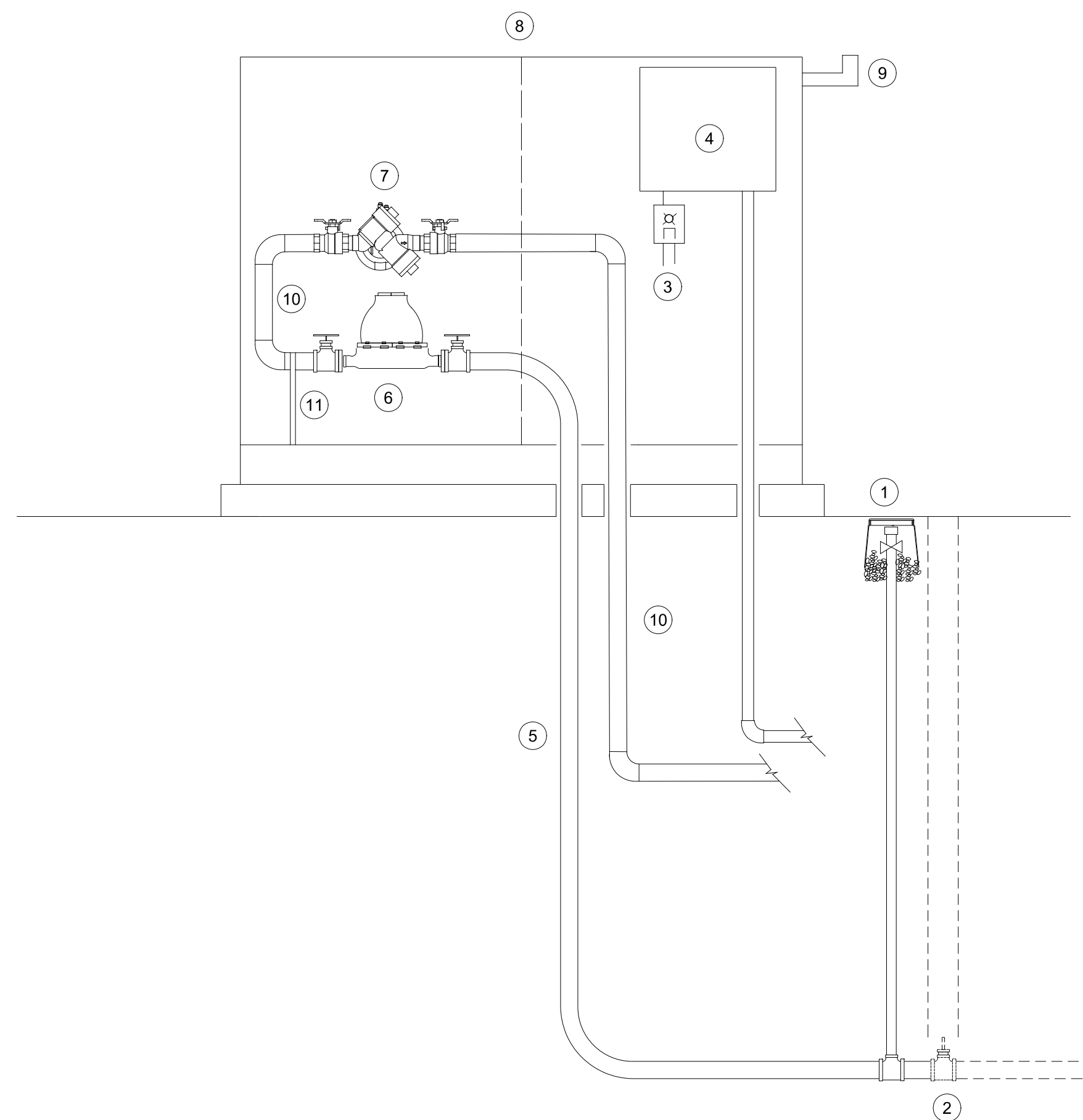
TWO ELBOW SWING JOINT DETAIL

NO SCALE



QUICK COUPLING VALVE DETAIL

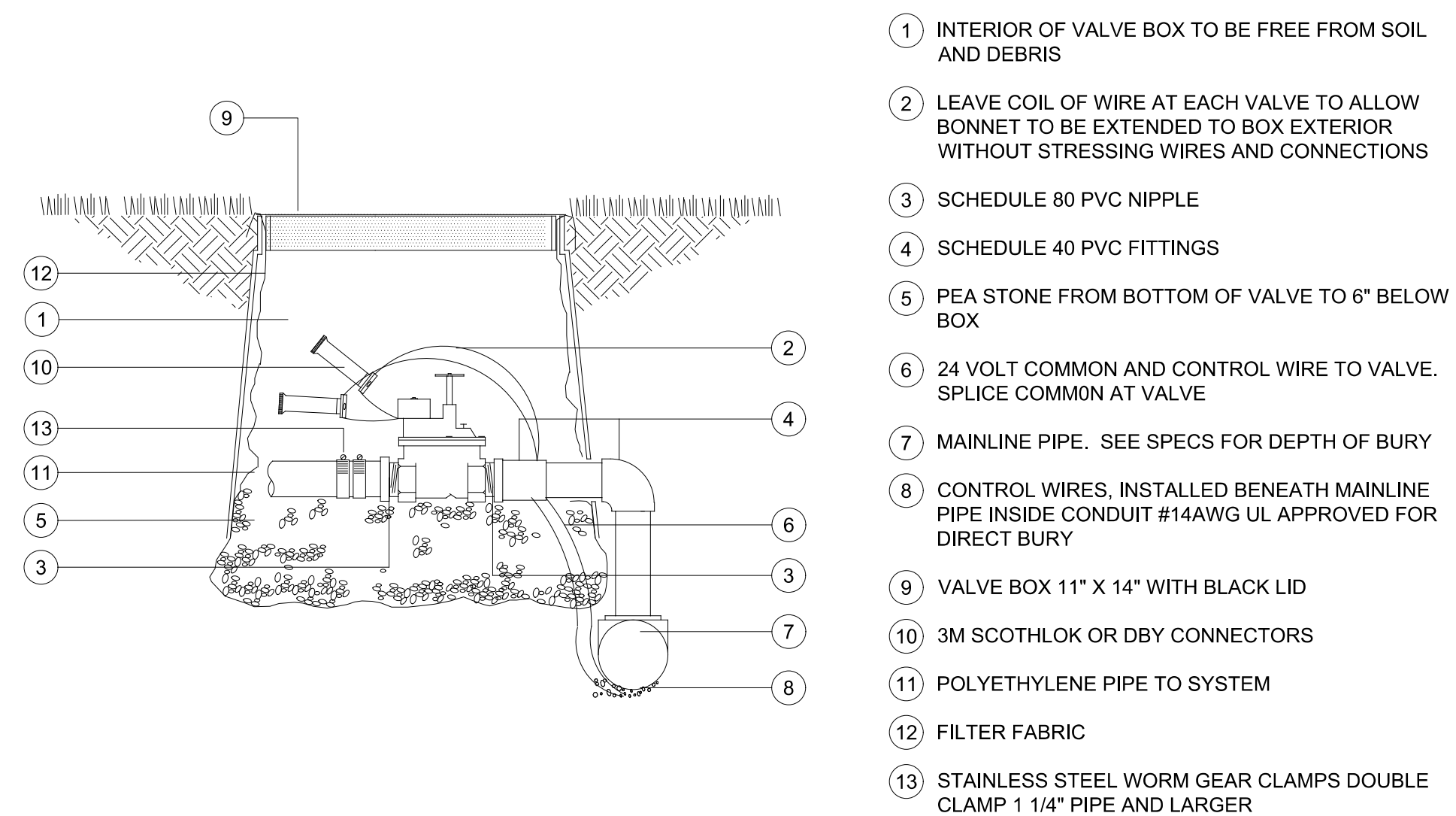
NO SCALE



WATERSOURCE DETAIL

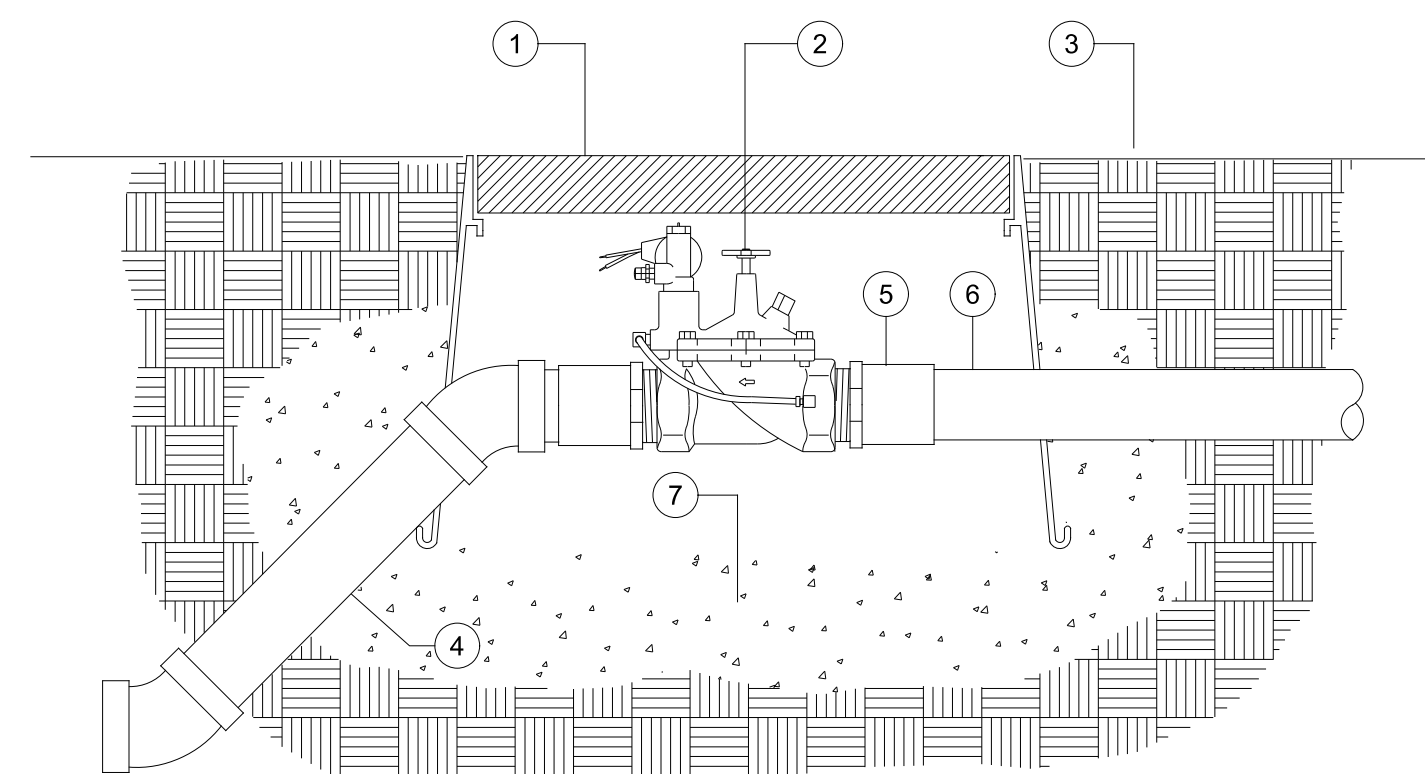
NO SCALE

- 1 DRAIN VALVE ON 3/4" COPPER RISER WITH BACKFLOW PREVENTER FOR WINTERIZATION
- 2 1" COPPER PIPE STUB AND SHUT OFF VALVE TO ENCLOSURE LOCATION BY OTHERS.
- 3 110 VOLT SERVICE AND GFI SWITCH TO CONTROL TIMER TO BE BY ELECTRICAL TRADES.
- 4 CONTROL TIMER. ALL WIRE NOT BURIED TO BE IN CONDUIT TO 24" BELOW GRADE.
- 5 1" TYPE 'K' COPPER FROM STUB TO METER
- 6 WATER METER, PROVIDED BY CITY AND INSTALLED BY IRRIGATION CONTRACT.
- 7 1" REDUCED PRESSURE BACKFLOW PREVENTER, FEBCO/WATTS 825Y OR EQUIVALENT WITH AIR-GAP DISCHARGE TO ENCLOSURE EXTERIOR.
- 8 INSTALL ENCLOSURE, ANCHORED TO A 4" THICK X 48" LONG X 24" WIDE CONCRETE PAD. ENCLOSURE AND PAD NEED TO BE SET LEVEL TO SURROUNDING GRADE. INSTALL SLEEVES THROUGH PAD FOR PIPING AND ELECTRICAL CONDUITS.
- 9 INSTALL RAIN SHUT OFF DEVICE ON ENCLOSURE EXTERIOR.
- 10 1" TYPE 'K' COPPER PIPE FROM METER TO BACKFLOW PREVENTER AND FROM BACKFLOW PREVENTER TO 24" BELOW GRADE AND TO SYSTEM
- 11 SUPPORT PIPE AS REQUIRED.



AUTOMATIC VALVE DETAIL

NO SCALE



MASTER VALVE

NO SCALE

- ① 11" X 14" VALVE BOX WITH GREEN LID FOR TURF AND TAN LID FOR PLANTING BEDS
- ② ELECTRIC MASTER VALVE SEE NOTES REGARDING TYPE VALVE
- ③ FINISH GRADE
- ④ MAINLINE PIPE TO FLOW SENSOR
- ⑤ MIPT X MIPT SCH. 80 PVC ADAPTOR (2 REQUIRED)
- ⑥ 1" TYPE 'L' HARD COPPER MAINLINE PIPE FROM BACKFLOW PREVENTER
- ⑦ 3/4" CRUSHED ROCK SUMP (ONE CUBIC FOOT)

NOTE: VALVE SHALL HAVE A MINIMUM OF 4" CLEARANCE FROM THE BOTTOM OF THE VALVE BOX LID, AND 2" MINIMUM CLEARANCE FROM THE BOTTOM OF VALVE AND TOP OF GRAVEL SUMP.

LEAVE 24" OF WIRE SLACK AT VALVE.

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or **811**
(TOLL FREE)



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH.

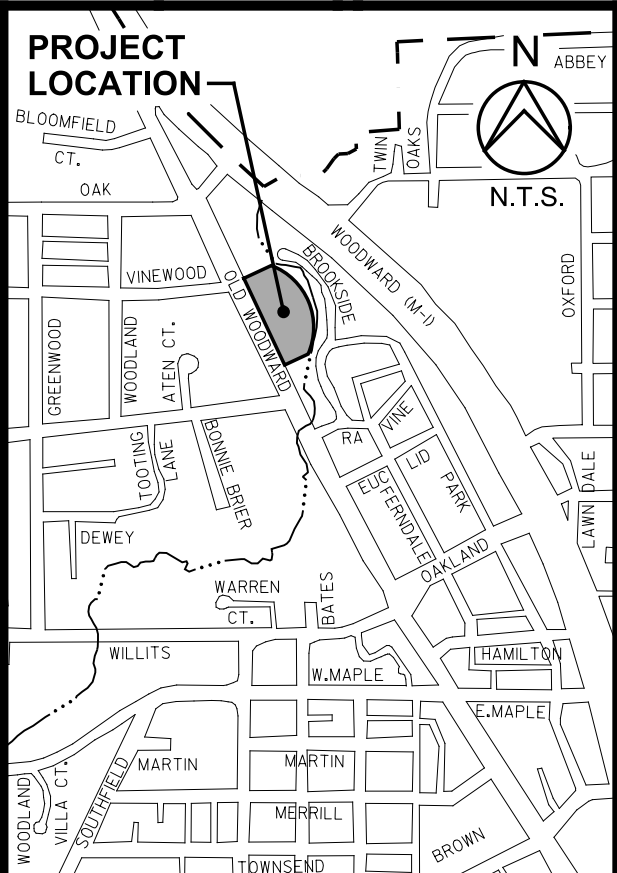
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359



WEB SITE: <http://www.hrcengr.com>

[illegible]

03-11-2019	ADDENDUM No. 2
03-09-2019	ISSUED FOR OWNER'S REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	J.J.S.
DRAWN	J.A.R.
CHECKED	J.J.S.
APPROVED	M.C.M.



CITY OF BIRMINGHAM

**MUNICIPAL PARKING
LOT No. 6**

CITY CONTRACT No. 4-19 (PK)

OAKLAND COUNTY

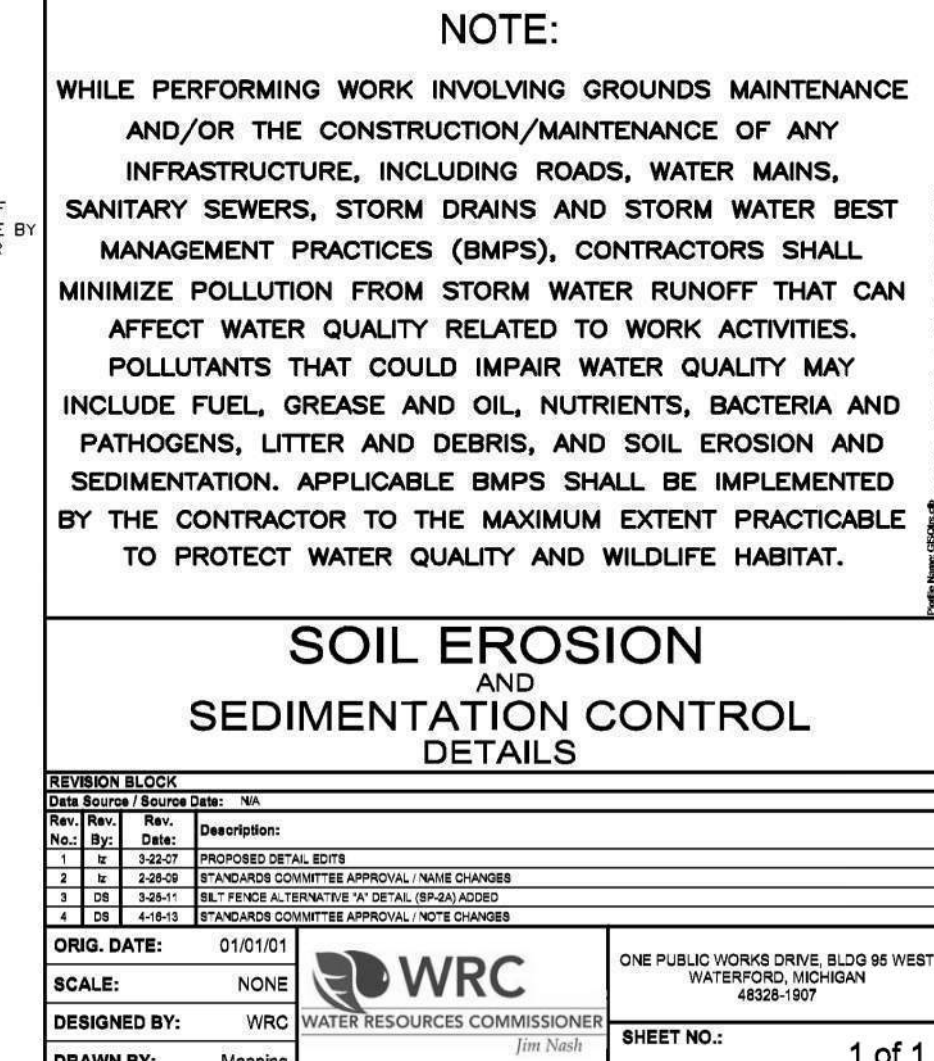
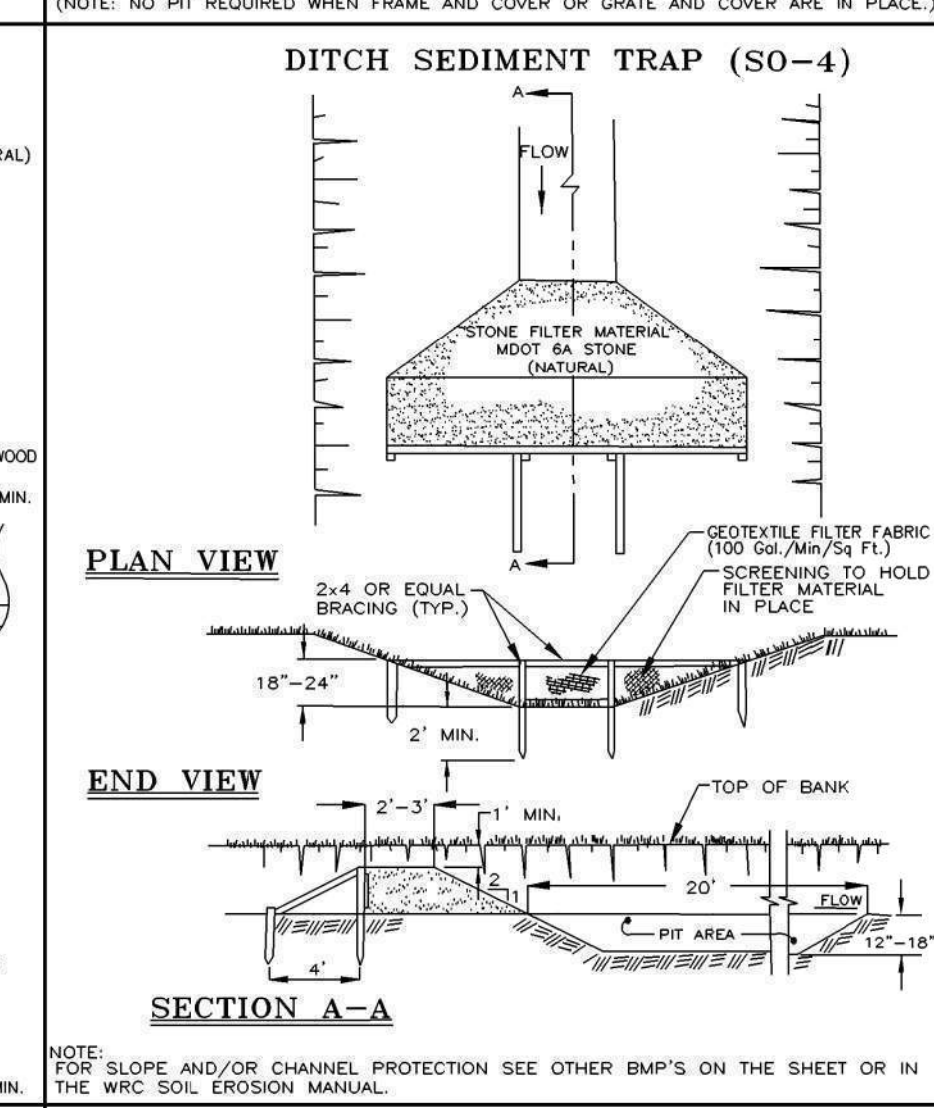
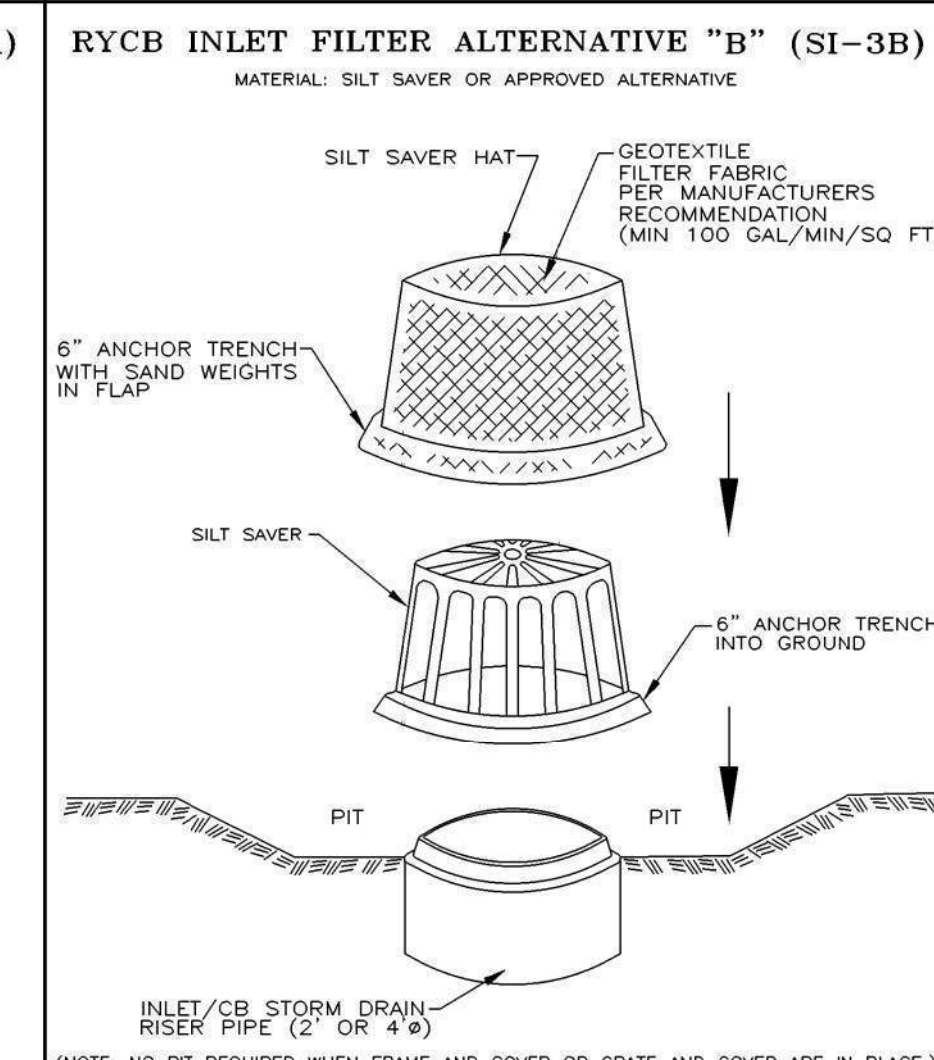
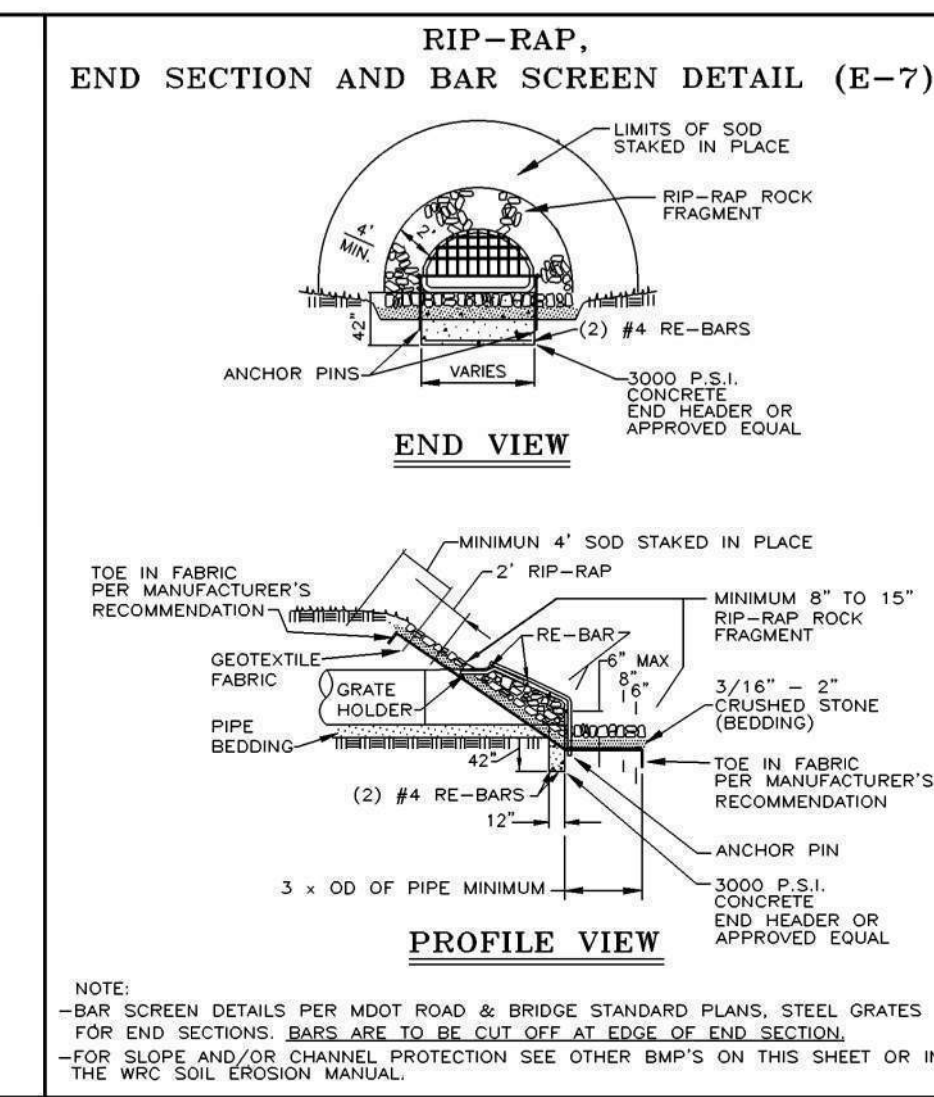
MICHIGAN

IRRIGATION DETAILS

ADDENDUM No. 2

HRC JOB NO. 20170989	SCALE NO SCALE
DATE JANUARY 2019	SHEET NO. 12 OF

© 2018 Hubbell, Roth & Clark, Inc. All Rights Reserved





MEMORANDUM

Engineering Dept.

DATE: October 26, 2017

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Parking Lot #6
Expansion Proposal

At the last meeting of the Advisory Parking Committee (APC), a proposal was put forth about advancing a plan to move the east side curb line in Parking Lot #6 a small amount to allow for the addition of 13 new parking spaces in this area. While the APC endorsed the idea, they suggested that the opportunity to consider a more extensive expansion would be appropriate at this time. With that in mind, staff reviewed other alternatives, and met with an engineering consultant that could potentially prepare plans that would combine a parking lot expansion with environmental and landscaping improvements to the area. The consultant has been authorized to prepare conceptual plans, with cost estimates attached. Options that will be considered will be as follows:

- Option 1 – Resurface the existing parking lot.
- Option 2 – Relocate the east side curb about 4 feet to accommodate 13 new parking spaces, combined with resurfacing.
- Option 3 – Relocate the east side curb about 18 feet to accommodate about 28 new parking spaces, combined with resurfacing.

The plans are being prepared at this time, to allow for review by the APC at their meeting in December.



MEMORANDUM

Engineering Dept.

DATE: December 1, 2017

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Parking Lot #6
Resurfacing & Expansion Options

The City's five-year capital improvement plan has allotted \$200,000 from the Auto Parking Fund to resurface Parking Lot #6 in fiscal year 2018/19. Given the current plan to reconstruct Old Woodward Ave. further south in the spring and summer of 2018, it is anticipated that this project would be scheduled in the spring of 2019. The APC discussed the ongoing shortage of parking that can be found many weekday afternoons in this area, and asked staff to explore ways to consider expanding the capacity of this lot. After reviewing the current conditions with an engineering consultant, the following three options have been prepared in conceptual plan format, with cost estimates attached:

OPTION 1 – RESURFACE EXISTING LOT

The attached plan shows the areas of the lot that have not been repaved in almost 20 years. (The remainder of the area was repaved last year as a part of a Oakland County sewer relocation project.) It is envisioned that the top two inches of asphalt would be removed and replaced, with other various base repair work as needed. In order to enhance the area some, arborvitae are proposed to be installed along the east edge of the lot, between the existing mature evergreen trees. Such a project would give the entire lot a new fresh look, but would do nothing to enhance its capacity or storm water quality. The engineer's estimate for this work, including a contingency, is \$242,000.

OPTION 2 – PROVIDE MINOR EXPANSION TO EAST, AND RESURFACE EXISTING LOT

The attached plan depicts the small 4 foot wide expansion to the east that was discussed last month. The expansion would attempt to save the existing evergreen trees to the east, as well as supplement them with new arborvitae, as in Option 1. The curb relocation would allow for an increase in capacity by 14 parking spaces, or an expansion of 10%. Such a project would give the entire lot a new fresh look. It would do nothing to enhance its storm water quality. The engineer's estimate, including a contingency, is almost \$290,000.

During the study of this area, the City's forestry consultant has acknowledged that the existing evergreen trees planted along the east edge of the lot have passed their prime. The trees were planted in 1960 when the lot was first constructed, and it is clear that several have been removed already through the intervening years. Of the ones that remain, several are diseased and in decline, although others are still strong. Undertaking this option would likely result in

damaging the root structure of some of the trees, which may result in further losses in the coming years.

OPTION 3 – PROVIDE GREATER EXPANSION TO THE EAST, PROVIDE STORM WATER QUALITY IMPROVEMENTS, AND RESURFACE EXISTING LOT

Considering the current status of the adjacent evergreen trees, the attached third plan has proposed their removal, and depicts a 20 foot expansion to the east, thereby accommodating an expansion of 34 parking spaces. To improve upon the aesthetics and storm water quality of the lot, a bioswale has been proposed behind the east curb edge. The bioswale would be enhanced with plantings that would work as a filter to stop pollutants coming off the lot before they enter the river. The new curb would have several openings to allow storm water to flow into the bioswale. In the lowest area, at the southeast corner, the existing concrete spillway would be removed in favor of a stone lined sedimentation basin. The basin would allow all of the storm water to flow very slowly into the river, allowing pollutants and sediment to drop out of the water before entering the river. Given the close proximity to the river, and the work within the floodplain, the design would have to be approved by the Michigan Dept. of Environmental Quality (MDEQ). If done correctly, we assume the MDRQ would endorse this voluntary effort to improve the storm drainage design of an existing parking lot. If this design moves forward, a closer look at the existing vegetation in the area is recommended. Undesirable or invasive species could be removed and replaced with more desirable plantings that could provide an improved aesthetic and screening effect for the adjacent residential area.

Such a project would provide improvements to the lot in many ways, and would also improve the capacity of the lot by 24%. The total cost of this option, including contingency, is estimated at almost \$500,000.

FARMER'S MARKET

The farmer's market, now considered an important weekly City event, draws a significant number of visitors to the lot every Sunday from the beginning of May to the end of October, which is also the practical time of year to conduct this work. Once an option for this project has been determined, we plan to work with both the Birmingham Shopping District (BSD) and representatives of the business community to determine how to quickly complete this work in a way that is least disruptive to both interests. Given the number of visitors to the lot each week, the Option 3 design would provide a positive image for the City in terms of the environmental investment that could be showcased as a part of the market.

An representative from engineering firm Hubbell, Roth, & Clark will be in attendance for the meeting to help with the discussion, and answer questions. Should the APC agree upon a favored design, a public hearing for both the business community and the adjacent residential community would be appropriate. A suggested resolution is provided below:

SUGGESTED RESOLUTION:

To endorse Option ____ design for the Parking Lot Number 6 Rehabilitation Project, and to conduct a public hearing for the surrounding business and residential

communities at the regularly scheduled meeting of the Advisory Parking Committee, to be held on January 3, 2018, at 7:30 AM.



MEMORANDUM

Engineering Dept.

DATE: March 7, 2018

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Parking Lot #6 Rehabilitation/Expansion
Public Hearing

At the meeting of December 1, 2018, the Advisory Parking Committee (APC) scheduled a public hearing for the meeting of February 7 regarding the above noted proposal. The public hearing was later postponed to the March 7 meeting so that the parking system consultant interviews could be held during that meeting. Postcards were sent to businesses and homes from the north edge of the assessment district south to Ravine Rd. announcing the public hearing, as well as directing people to the City's website where the three proposals are detailed.

As of today, no calls or comments have been received, other than from Dr. Vaitas, who has commented that he was not notified. With further research, we have identified that the individual suites were not listed in the tenant database, therefore, not all tenants were notified in his building. Staff is looking into this matter.

TIMING

As you know, this parking lot is in strong demand five days a week from the adjacent business community. In addition, the City's popular Farmer's Market is held on the parking lot every Sunday morning from the beginning of May to the end of October. Since the construction also has to occur during May to October, this leaves Saturdays as the only "low impact" day that the lot being closed would have a minor impact on the area. After reviewing the issue with the BSD, we envision that construction could be conducted as follows:

1. If either Option 2 or 3 is selected, there will be concrete curb and paving work to do first along the east edge of the parking lot, and in the case of Option 3, substantial grading and landscape work. We believe it would be best to complete this work first, so that the final asphalt paving could be installed up to the new curb as the last part of the job. Work of this nature could be done during the week, wherein most of the parking in the lot could be kept open to the public, and the existing easterly access drive would be used both for parking space access, as well as an access for the construction activity. Having this area under construction would not cause much disruption to the Farmer's Market, since the existing asphalt surface would still be as is.
2. Once the curb changes and extra paved area are installed, we recommend that the contract be written such that an asphalt mill be required to complete removal of the existing top surface of asphalt on a Saturday morning. This work could be accomplished in a matter of hours, followed up with an inspection of the remaining asphalt, and then removal and asphalt patching of bad spots. The lot would have to be swept and made

safe for the Farmer's Market the day after, as well as for use by the businesses the following week.

3. The contract would then stipulate that the final asphalt surface course would be installed on the following Saturday morning. Pavement markings could be installed late that afternoon, making the project essentially finished and ready for full use again that same day.

Staff would appreciate your input relative to the suggested timetable.

Given current projects that are already underway for 2018, it is recommended that this project be authorized soon so that it can be designed and bid later this year, and constructed in April and May of 2019.

FUNDING

Typically, parking system improvements are charged completely to the parking system. That can be the case here as well. However, if Option 3 is elected, there is a significant expenditure proposed that can be categorized as an environmental improvement. Currently, unfiltered storm water that picks up dirt and oils from the lot are directed straight into the adjacent Rouge River. By installing a bioswale and settling basin, the storm water would flow slower through these areas and be filtered before entering the river. Such an improvement would qualify for consideration of a grant.

Two grant opportunities are identified in the attached letter from our engineer, HRC. In general terms, it is estimated that the cost of the environmental improvements totals \$163,000. If the City receives a grant of 75% of this amount, a savings to the parking system of about \$100,000 could be accomplished, considering additional administration costs. Other than the additional administration efforts noted, acquiring the grant would likely result in a delay of an additional year, moving the project to 2020 construction. Delaying the work until 2020 is problematic not only in terms of not bringing any relief to the parking issues in this area, but it also then conflict with the planned Maple Rd. Paving project planned downtown during the same time.

Input from the APC on this matter is also requested.

After conducting a public hearing, the APC should consider moving a recommendation to the City Commission for final adoption, and inclusion in the 2018-19 fiscal year budget.

SUGGESTED RECOMMENDATION:

The Advisory Parking Committee recommends that City Commission authorize the restoration of Parking Lot #6, using Option ____.

DATE: May 2, 2018

TO: Advisory Parking Committee

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Parking Lot #6 Restoration

At the Advisory Parking Committee meeting of March 7, 2018, a public hearing was held regarding the various offered options on how to potentially renovate and improve Parking Lot #6, located adjacent 600 N. Old Woodward Ave. After taking comments from several attendees, generally representing nearby businesses, the Committee voted 6-0 to recommend that the City Commission authorize the restoration of Parking Lot #6, using Option #3. Option #3 represented the larger of two expansion options, wherein the lot would be resurfaced, an additional 34 parking spaces would be added to the east side of the lot, and storm water filtering improvements would be implemented for the entire lot.

The total cost of the project is estimated at approximately \$497,600, which can be broken down into three general categories:

- | | |
|-------------------------------------|-----------|
| a. Resurfacing of the Existing Lot | \$161,200 |
| b. Expansion of the Parking Area | \$179,400 |
| c. Storm Water Quality Improvements | \$157,000 |

During the meeting in March, the timing of construction was discussed. Since closing the lot has a significant impact on the surrounding businesses, as well as the Farmer's Market, which uses the lot every Sunday from May through October, timing the construction by a means that reduces the closure time to a minimum is important. We envision the lot construction would go in the following phases beginning in 2019:

1. Clearing of vegetation, lights, and curb in conflict with expansion to the east.
2. Construction of new curb and base asphalt for expansion to east.
3. Milling of existing asphalt surface.
4. Restoration of natural area to east, and construction of storm water quality improvements.
5. Installation of new asphalt on both existing and new parking lot areas.

We envision that Phases 1, 2, and 4 could be completed with minor daytime closures, since most of the work would be east of the current east edge of the parking lot. Phases 3 and 5 would require a complete closure of the parking lot. The contract would be written that this work must be accomplished on consecutive Saturdays only, allowing the work to be done with relatively little impact on the surrounding businesses. In order to keep impact on the Farmer's Market reduced, we also envision attempting to get the work completed by the end of May, so

that the work can start potentially in April, when the season has not yet started, and finish in May when traffic is still lower.

Also at the meeting, outside funding sources were discussed to some extent. The involved:

- 1) A Michigan Department of Environmental Quality (MDEQ) grant. A significant amount of funding would be devoted to an improvement of the water quality for the parking lot's drainage discharge, there is a good chance that the project would qualify for a grant of up to 80% of the cost of that work, or about \$125,000. In order to apply for a grant, administered through the MDEQ, plans would have to be prepared and sent to the state agency for review. A waiting period would be involved, likely delaying the work until 2020. Since acquisition of the grant is not a certain thing, the Advisory Parking Committee expressed interest in having this project move forward for 2019 construction.
- 2) Utilizing the Parking Assessment District (PAD) to support the cost of the new parking spaces. Since 34 new parking spaces are proposed, a percentage of the cost of the lot expansion could be spread across the entire PAD. Given that the overall cost of the project is low, and since a potentially significant special assessment may be coming in the future for the reconstruction of the N. Old Woodward Ave. Parking Structure, the Committee may wish to consider the advisability of a smaller special assessment at this time. However, to better understand what the assessment may look like, the following example was prepared for discussion purposes.

SPECIAL ASSESSMENT RESEARCH FINDINGS: No special assessment has been levied against the PAD since the completion of the Chester St. Structure in 1989. Historically, a percentage of the construction cost of the project would be applied to the assessment district. Percentages have varied between 15% and 40%, with the most recent one being 15%. The policy on determining how much each property has been assessed has been determined on several factors, including:

1. Distance from the project being built (using a system of concentric circles, properties were split into groups radiating out from the project).
2. Distance from the center of downtown (the intersection of Maple Rd. and Old Woodward Ave.). In the past, it was thought that being closer to the center of the central business district was more valuable, translating to greater benefit for a property owner if parking was improved.
3. Higher charges for square footage on the first floor, as compared to upper commercial floors. In the past, it was felt that the first floor areas were the most valuable, and would have the most to gain from parking improvements.
4. Residential zoned properties would not be assessed, as they were required to provide their own parking.

The City may elect to modify the assessment formula as it sees fit to match changing conditions. If an assessment district were created on Parking Lot #6, staff would recommend something that would use the distance from the project as the primary determining factor for benefit received. With the changing retail environment, we believe it is unclear that properties near the center of the district are any more valuable than others. Further, we also do not see that square footage on the first floor now

brings any stronger demand for parking than other commercial floors, especially given the current method of use in office building space.

The attached map with concentric rings was prepared to illustrate a means to split the district into three areas. Properties closest to Parking Lot #6 would receive the largest benefit. Those properties located between Ravine Rd. and the Willits St./Oakland Blvd. intersection would receive a smaller benefit, while those south of Willits St./Oakland Blvd. would receive the smallest benefit.

Historically, it appears that no more than 40% of the total construction cost has been charged to assessment districts. Since the total cost of the project is low, for discussion purposes, the total of 100% of the expansion cost of \$179,400 could be used as a starting point. As a suggestion, the percentage of the cost to be raised within each of the three circles could be set to best represent the benefit that each area would receive. For example, in section 1, 60% of the value should be raised. In section 2, 30% of the value should be raised. In section 3, 10% of the value should be raised. This would translate to the following costs per square foot:

Section 1 = \$0.777 per sq.ft.

Section 2 = \$0.164 per sq.ft.

Section 3 = \$0.006 per sq.ft.

Using these rates, the following demonstrates the cost per building for a typical small property (1,500 sq.ft.), and a relatively large property (20,000 sq.ft.):

Zone	Estimated Cost, Small Property	Estimated Cost, Large Property
Section 1	\$1,165	\$15,540
Section 2	\$246	\$3,280
Section 3	\$9	\$120

Previously, parking assessment districts have been set to raise substantially larger sums as a part of a parking structure construction project. As such, owners are allowed to break the payments up into ten increments, and pay it off over 10 years. The sample numbers above show that an assessment district on this project would result in charges much lower than is typically done.

There are obviously many variations that could be employed on an assessment district of this sort. Staff welcomes discussion and debate on the matter, as the Committee wishes. If the Committee is so inclined to consider the creation of an assessment district inadvisable at this time, a sample recommendation follows below:

SUGGESTED RECOMMENDATION:

The Advisory Parking Committee recommends that the City Commission authorize the restoration of Parking Lot #6, using Option #3. Further, the Committee recommends that the Commission waive the option of creating a special assessment district to defray the cost of this work, and proceed to schedule construction, charging all costs to the Auto Parking System.



MEMORANDUM

Office of the City Manager

DATE: June 25, 2018

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Parking Lot #6 Expansion

There is strong parking demand five days a week from businesses that surround Parking Lot #6 located adjacent to 600 N. Old Woodward. Demand is exceptionally strong on Wednesdays, Thursdays, and Fridays in the early afternoons. Lot#6 is also home to the City's popular Farmer's Market, which is held on the parking lot every Sunday morning from the beginning of May to the end of October. The parking lot is in need of repair due to the wear and tear that results from intense usage.

The Advisory Parking Committee has worked extensively with the business owners of this area since 2006, when demand started growing larger than capacity. Approximately eight years ago, a discussion was held about potentially expanding the lot to the east, in order to gain additional capacity. However, negative feedback from homeowners directly east of the Rouge River and the committee elected to table this matter until a later time. Now that maintenance work is clearly needed on the lot, the Committee thought that it was important to entertain options to gain more capacity in the lot again. Staff was directed to prepare various options to consider.

In December, 2017, staff presented three options to the Committee as follows:

Option #1 – Resurface the existing parking lot, and add a simple landscape buffer of the lot along its east side, at an estimated cost of \$242,000.

Option #2 – Resurface the lot, while expanding it about four feet to the east (allowing the addition of 14 parallel parking spaces, while maintaining the existing trees), and adding a simple landscape buffer along its east side, at an estimated cost of \$290,000.

Option #3 - Resurface the lot, while expanding it about twenty feet to the east (allowing the addition of 34 parallel parking spaces, and adding extensive landscape and storm water quality improvements), at an estimated cost of \$497,600.

The Committee voted to support Option #3. Knowing about previous objections, it was important to notify not only the businesses, but the residential community as well. All homeowners (and businesses) north of Ravine Rd. were mailed the attached postcard to advise them of a scheduled public hearing.

At the Advisory Parking Committee meeting of March 7, 2018, the referenced public hearing was held regarding the various offered options on how to potentially rehabilitate, renovate, or potentially expand Parking Lot #6. Those that spoke at the hearing were generally very supportive of Option #3. After taking comments from several attendees, generally representing nearby businesses, the Committee voted 6-0 to recommend that the City Commission authorize

the restoration of Parking Lot #6, using Option #3. Option #3 represented the larger of two expansion options, wherein the lot would be resurfaced, an additional 34 parking spaces would be added to the east side of the lot, and storm water filtering improvements would be implemented for the entire lot.

The total cost of the project is estimated at approximately \$497,600, which can be broken down into three general categories:

- | | |
|-------------------------------------|-----------|
| a. Resurfacing of the Existing Lot | \$161,200 |
| b. Expansion of the Parking Area | \$179,400 |
| c. Storm Water Quality Improvements | \$157,000 |

At a subsequent meeting held on May 2, 2018, the Committee reconvened to explore funding alternatives for Parking Lot #6 expansion. The committee explored the possibility of

- 1) Applying for a grant from MDEQ that could cover up to 80% of the storm water quality improvements (\$157,000), but would delay the project by at least one year and potentially add other requirements
- 2) Activating a special assessment district to cover only the cost of the expansion (\$179,400), or
- 3) Proceed with the project using reserves in the parking enterprise fund.

After a thorough discussion of funding options, the Committee agreed to proceed with the plan to utilize the Parking Enterprise Fund to support the project in its entirety. It was agreed that as a sign of good faith, knowing that the assessment may likely be levied to support the N. Old Woodward garage reconstruction, it is best not to introduce a separate assessment for a relatively small scale project as this time. There was concern that the City is setting a precedent that the parking fund will pay for all minor improvements in the future. They ultimately agreed that the anticipated \$40 million improvement was the impetus for the decision and do not expect these circumstances to exist on an on-going basis.

SUGGESTED RESOLUTION:

To authorize the restoration and expansion of Parking Lot #6 located near 600 N. Old Woodward. Further, to waive the option of creating a special assessment district to defray the cost of this work, and proceed to the plan preparation phase, charging all costs to the Auto Parking System.



MEMORANDUM

Engineering Dept.

DATE: November 2, 2018

TO: Advisory Parking Committee

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: Parking Lot #6 Rehabilitation/Expansion Update

At the meeting of May 2, 2018, the Advisory Parking Committee (APC) recommended that Parking Lot #6 be rehabilitated and expanded using Option #3 (the larger of the two expansion options). This recommendation was approved by the City Commission on June 25, 2018.

The following is a brief update on the status of this project:

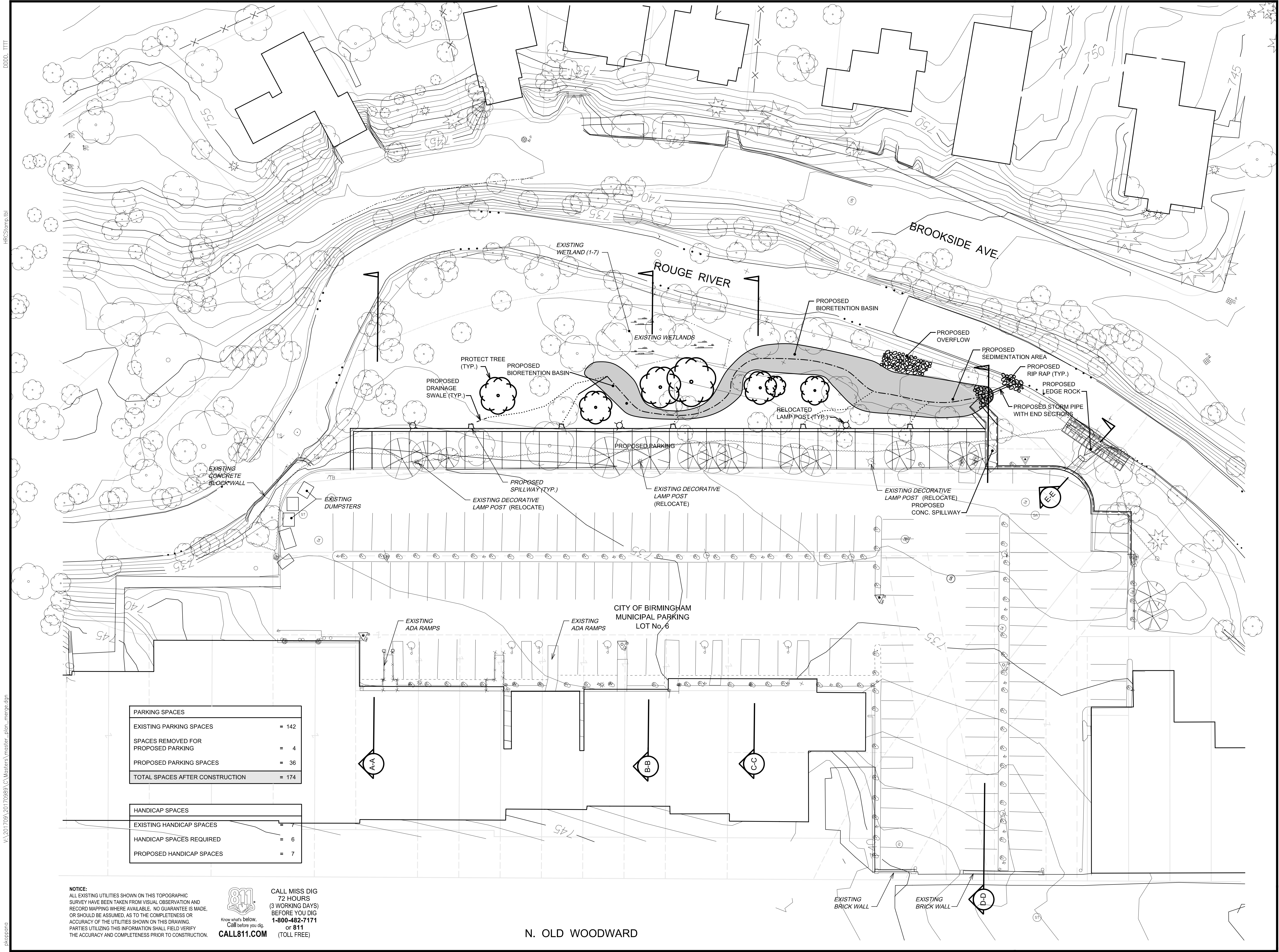
1. Hubbell, Roth & Clark (HRC) was directed to obtain the topographical information, develop plans and assist with permitting and the creation of the specifications;
2. Two (2) concept plans have been developed to date for consideration and comments – see attached;
3. The City staff's intent is to present the two (2) concepts to an upcoming City Commission Meeting for approval (likely either 11/19 or 12/3);
4. The project is currently on schedule to be bid in early 2019 with the intent to begin construction in April 2019 and be completed in May 2019 to minimize disruption to the Farmers Market and surrounding businesses;

Both concepts include a bio-retention basin (to improve storm water quality), a river access amenity (to maintain and improve access to the river), tree replacement (the intent is to replace trees lost due to construction 1 for 1) and lighting upgrades (new and additional). It should also be noted that every effort will be made during the design and construction to minimize the elimination of trees and bush in the area between the parking lot and the Rouge River.

The primary differences between the two (2) concepts revolve around meeting the City's parking landscape requirements. Concept #1 does not take into consideration these requirements (other than knee wall screening and tree replacement) in order to maximize the additional parking that can be provided (net gain of 32 additional spaces). Concept #2 conforms to all of the City's parking landscape requirements with a net gain of 17 additional parking spaces.

SUGGESTED RECOMMENDATION:

The Advisory Parking Committee recommends that City Commission authorize the restoration of Parking Lot #6, using Concept ____.



PARKING SPACES	
EXISTING PARKING SPACES	= 142
SPACES REMOVED FOR PROPOSED PARKING	= 4
PROPOSED PARKING SPACES	= 36
TOTAL SPACES AFTER CONSTRUCTION	= 174

HANDICAP SPACES	
EXISTING HANDICAP SPACES	= 7
HANDICAP SPACES REQUIRED	= 6
PROPOSED HANDICAP SPACES	= 7

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or 811
(TOLL FREE)

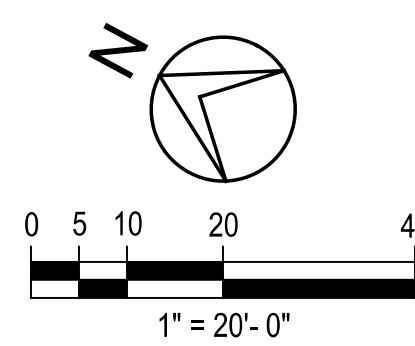
N. OLD WOODWARD



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303 - 0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 454-6359
WEB SITE: <http://www.hrcengr.com>



08-30-18	ISSUED FOR OWNER REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	D.J.S. / J.J.S.
DRAWN	J.A.R.
CHECKED	J.J.S.
APPROVED	M.C.M.



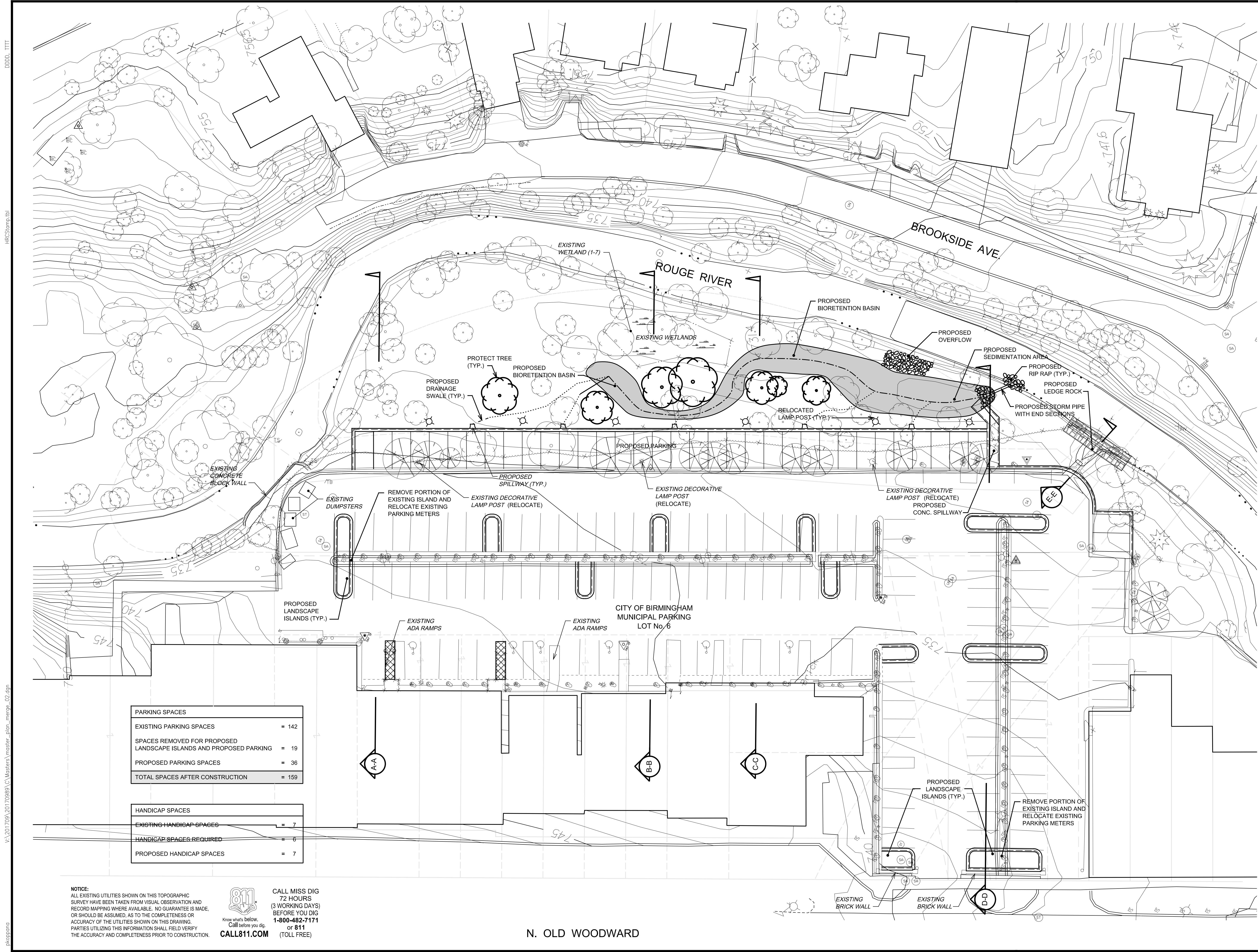
CITY OF BIRMINGHAM
**MUNICIPAL PARKING
LOT No. 6
REHABILITATION**

OAKLAND COUNTY MICHIGAN

**PRELIMINARY PLAN
CONCEPT 1**

HRC JOB NO. 201709898	SCALE 1" = 20'
DATE AUGUST 2018	SHEET NO. C-01 OF

© 2018 Hubbell, Roth & Clark, Inc. All Rights Reserved



PARKING SPACES	
EXISTING PARKING SPACES	= 142
SPACES REMOVED FOR PROPOSED LANDSCAPE ISLANDS AND PROPOSED PARKING	= 19
PROPOSED PARKING SPACES	= 36
TOTAL SPACES AFTER CONSTRUCTION	= 159

HANDICAP SPACES	
EXISTING HANDICAP SPACES	= 7
HANDICAP SPACES REQUIRED	= 6
PROPOSED HANDICAP SPACES	= 7

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
OR 811
(TOLL FREE)

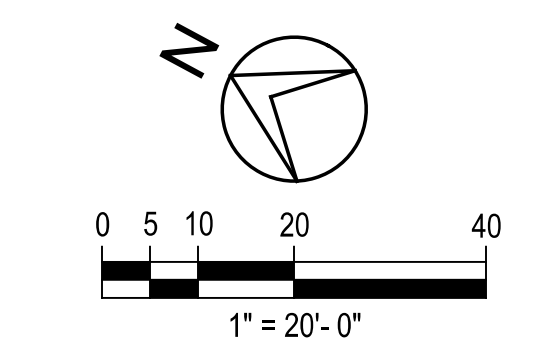
N. OLD WOODWARD



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: <http://www.hrcengr.com>



08-30-18	ISSUED FOR OWNER REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	D.J.S. / J.J.S.
DRAWN	J.A.R.
CHECKED	J.J.S.
APPROVED	M.C.M.



CITY OF BIRMINGHAM
MUNICIPAL PARKING
LOT No. 6
REHABILITATION

OAKLAND COUNTY MICHIGAN

PRELIMINARY PLAN
CONCEPT 2

HRC JOB NO. 201709898	SCALE 1" = 20'
DATE AUGUST 2018	SHEET NO. C-02 OF



LEDGE ROCK SECTION

Concept A.
Birmingham LOT
HRC 10-31-18

Concept B
Birmingham Lot
HRC 10-31-18

HRC JOB NO. 201709898	SCALE 1" = 20'
DATE AUGUST 2018	SHEET NO. L-01 OF

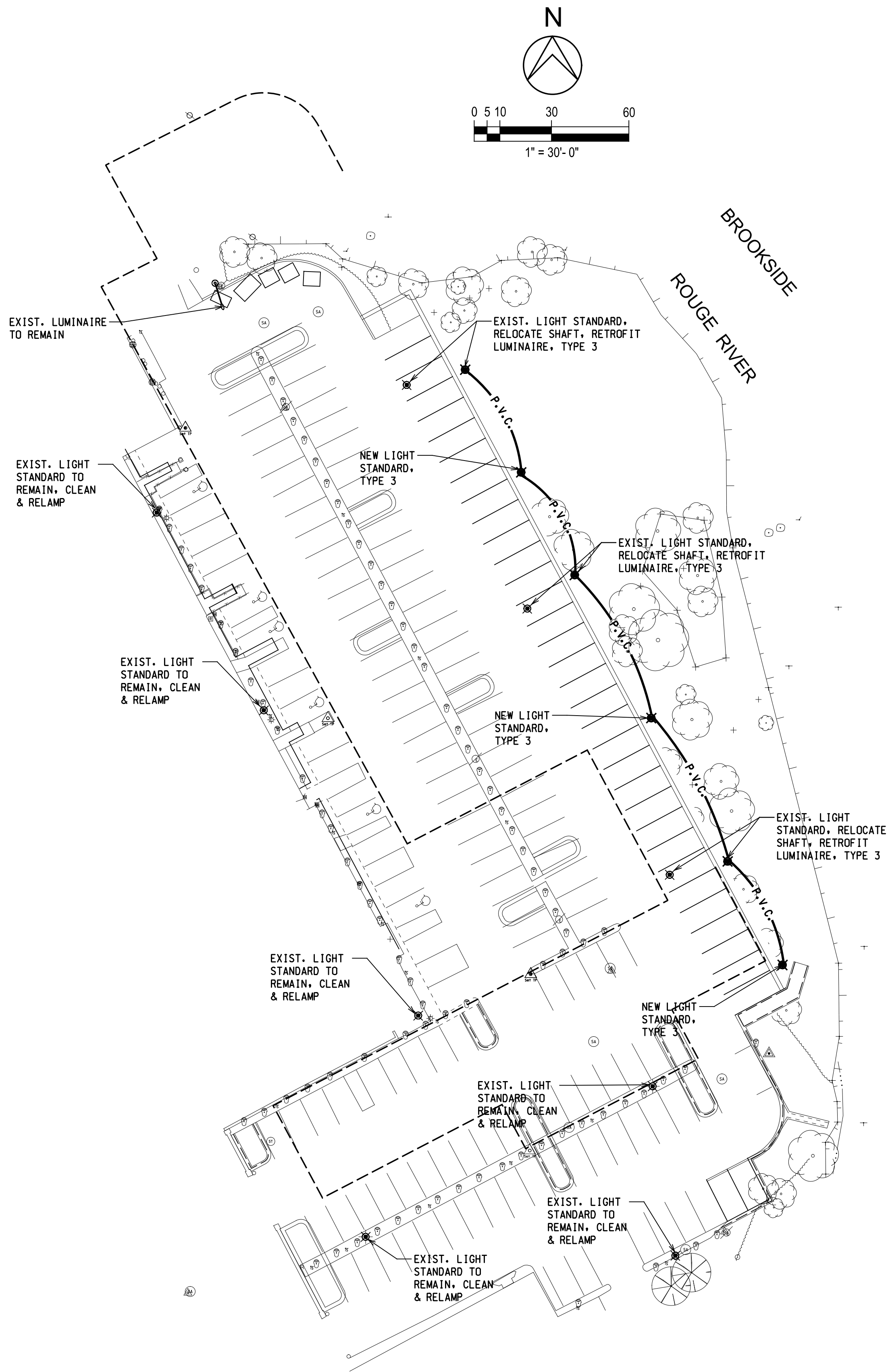


Date: 9-12-2018 Time: 8:45pm-9:43pm EST
Location: Birmingham Parking Lot No.6
Mounting Ht., spacing, arrangement, special circumstances:
Existing light standards, HADCO custom & DTE HPS
Interferences, Surrounding conditions, extraneous light sources:
Cars in lot, street lighting nearby
Description of Instrument: Konica Minolta T10 Illuminance Meter 2006
Names of measuring personnel: B. Hetchler
Pavement type: Asphalt
Weather & Sky conditions: Very Cloudy, new moon-approx. 12.5% illuminated
Readings: 110 point readings at ground level
Min. -.013fc (IES recommends .5fc min., Birmingham requires .2fc min.);
Avg. -.176527fc;
Max. -1.753fc
Avg/Min: 13.57902:1 (IES recommends 4:1)
Max/Min: 134.8462:1 (Birmingham requires 20:1)

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303 - 0824
PHONE: (248) 454-6300 FAX (1st Floor): (248) 454-6312 FAX (2nd Floor): (248) 454-6359
WEB SITE: [http:// www.hrcenr.com](http://www.hrcenr.com)

DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	B.B.Hetchler
DRAWN	B.B.Hetchler
CHECKED	R.H.Waters
APPROVED	J.J.Surhigh

PROJECT TITLE
CITY OF BIRMINGHAM
PARKING LOT NO. 6
REHABILITATION
ADDRESS
CITY
PART OF THE XX OF SECTION XX, TXN, RXE
XXX COUNTY MICHIGAN
SHEET TITLE
EXISTING ELECTRICAL
PHOTOMETRICS
HRC JOB NO. 20170989 SCALE 1" = 30'
DATE AUGUST 2018 SHEET NO. FC 01 OF



SITE PLAN

SCALE: 1"=30'-0"

ELECTRICAL LEGEND	
ITEM	DESCRIPTION
—P.V.C.—	DIRECT BURIAL LIGHTING CONDUIT
	PROPOSED LIGHT STANDARD
	PRECAST ROUND HANDHOLE
N.T.S.	NOT TO SCALE
	EXISTING UTILITY POLE
	EXISTING LIGHT STANDARD
	EXISTING UTILITY LIGHT STANDARD
	EXISTING UNDERGROUND TO BE REMOVED OR ABANDONED

GENERAL ELECTRICAL NOTES:

- THIS CONTRACTOR SHALL FURNISH ALL MATERIALS AND LABOR AS INDICATED ON PLANS AND AS REQUIRED FOR A COMPLETE, REVISED ELECTRICAL SYSTEM.
- OTHER PROJECTS ARE, OR MAY BE, UNDER CONSTRUCTION AT THIS SITE, AND THIS CONTRACTOR SHALL COORDINATE WITH THEM SO AS NOT TO DELAY THEIR SCHEDULES OR IMPEDE THEIR WORK.
- THIS CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES.
- THE CONTRACTOR SHALL VISIT THE JOB SITE, THOROUGHLY CHECK THE EXISTING FIELD CONDITIONS AND EXISTING ELECTRICAL INSTALLATIONS AND UTILITIES (ELECTRICAL AND TELEPHONE), AND CLARIFY ALL DISCREPANCIES WITH THE ENGINEER BEFORE SUBMITTING A BID, AS NO EXTRAS WILL BE ALLOWED FOR OMITTED WORK DUE TO HIS FAILURE TO INSPECT THE PREMISES.
- ALL ELECTRICAL WORK SHALL COMPLY WITH N.E.C., LOCAL CODES, ORDINANCES AND REGULATIONS INCLUDING THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT.
- ALL MATERIALS SHALL BE NEW AND BEAR THE UL LABEL.
- ALL WIRE SHALL BE RATED AT 600 VOLTS, COPPER, MINIMUM SIZE NO. 12 A.W.G. INSTALLED IN CONDUIT, RIGID GALV. STEEL OR P.V.C., SIZED AS SHOWN ON THE DRAWINGS, MINIMUM SIZE 3/4 ". WIRE SHALL BE TYPE "RHW-USE".
- WHEN THE JOB IS COMPLETE, CONTRACTOR SHALL PROVIDE THE OWNER WITH CERTIFICATE OF APPROVAL FROM THE ELECTRICAL INSPECTION AUTHORITY AND SHALL PROVIDE THE OWNER WITH A ONE YEAR WRITTEN GUARANTEE ON ALL NEW MATERIALS AND LABOR.
- ELECTRICAL ENCLOSURES, SUPPORT RACKS, CONDUIT SYSTEMS, ETC., SHALL BE THOROUGHLY GROUNDED IN ACCORDANCE WITH THE N.E.C. AND ALL LOCAL CODES.
- ALL EMPTY CONDUITS SHALL BE PROVIDED WITH A POLYPROPYLENE FISH LINE.
- PROVIDE WATERTIGHT HUBS AT CONDUIT ENTRANCES TO ALL WATERTIGHT (NEMA 4) ENCLOSURES.
- PROVIDE A GREEN GROUND CONDUCTOR IN ALL SYSTEMS CONDUITS.
- ALL FUSES SHALL BE U.L. LISTED AS MANUFACTURED BY BUSSMAN MANUFACTURING CO., OR APPROVED EQUAL.
- THE FOLLOWING ITEMS OR EQUIPMENT AND MATERIALS SHALL BE SUBMITTED FOR APPROVAL BY REFERENCE TO MANUFACTURER AND SPECIFIC CATALOG AND MODEL NUMBER:

CONDUIT	HANDHOLE	WIRE
FUSE HOLDERS	FUSES	LTG. FIXTURE
POLE	SPLICE KITS	
- THE CONTRACTOR SHALL RESTORE ALL AREAS OF THE SITE AFFECTED BY HIS INSTALLATION OPERATION TO MATCH CONDITIONS AS THEY WERE PRIOR TO HIS INSTALLATION WORK.
- SPLICING OF CABLES AT 1000 VOLTS OR LESS, SHALL UTILIZE INLINE COMPRESSION, SPLIT BOLT, H OR C TAP CONNECTORS WITH INSULATING AND SEALING MATERIALS FOR POSITIVE WATERTIGHT CONNECTIONS. THE INSULATING AND SEALING MATERIALS SHALL BE WATERTIGHT AND SUITABLE FOR DIRECT BURIAL AND SHALL CONSIST OF MOLDS AND RESINS, 3M "SCOTCHCAST" KITS OR EQUAL; SELF-BONDING RUBBER INSULATING TAPE, 3M "SCOTCH" NO. 130C OR EQUAL; SELF-FUSING VINYL RUBBER INSULATING PADS OR TAPE, 3M "SCOTCH" NO. 2200, NO. 2210 OR EQUAL; OR COLD SHRINK MATERIALS, 3M 8400 SERIES OR EQUAL. NO HEAT SHRINK MATERIALS WILL BE ALLOWED.

- DIRECT BURIAL LIGHTING, CONDUITS SHALL BE INSTALLED 24" BELOW GRADE (MIN.), DIRECT BURIAL SECONDARY CONDUITS SHALL BE INSTALLED 30" BELOW GRADE.
- COORDINATE ALL ELECTRICAL UNDERGROUND WORK WITH NEW AND EXISTING UNDERGROUND UTILITIES BEFORE INSTALLATION.
- HAND DIG WHERE REQUIRED TO LOCATE EXISTING UTILITIES PRIOR TO INSTALLATION OF THE DIRECT BURIAL ROADWAY LIGHTING CONDUIT.
- IN AREAS WITH EXISTING TREES, THE CONTRACTOR SHALL CAREFULLY EXCAVATE THE CONDUIT RUNS SO AS NOT TO DAMAGE MAIN ROOTS OF TREES. DO NOT CUT OR REMOVE MAIN ROOTS OF TREES, BUT RUN CONDUIT AROUND ROOTS AS MAY BE REQUIRED BY FIELD CONDITIONS.
- ALL LIGHTING POLES SHALL BE STORED WITH WOOD BLOCKING SEPARATION AND CARE SHALL BE TAKEN SO AS NOT TO DAMAGE THE FACTORY FINISH OF POLES AND LUMINAIRES. ALL DAMAGE SHALL BE TOUCHED UP WITH FACTORY APPROVED TOUCH-UP PAINT.
- EXTREME CARE SHALL BE EXERCISED DURING POLE BASE & POLE PLACEMENT, SO THAT ANCHOR BOLTS ARE CORRECTLY ALIGNED. POLES ARE PLUMB, LUMINAIRES ARE HORIZONTAL AND ORIENTATED AS SHOWN ON THE PLANS.
- FINAL LOCATIONS OF LIGHT STANDARDS, CONDUIT, HANDHOLES AND LIGHTING AND CONTROL ENCLOSURES SHALL BE FIELD ADJUSTED AS DIRECTED BY THE ENGINEER TO AVOID CONFLICTS THAT MAY BE ENCOUNTERED.
- ALL U/G CONDUITS SHALL BE SCHEDULE 40 P.V.C.
- COMPLETE UNDERGROUND SYSTEM SHALL BE INSPECTED AND CERTIFIED PRIOR TO BACKFILLING, BY THE LOCAL BUILDING DEPARTMENT ELECTRICAL INSPECTOR.
- PROVIDE A COMPLETE UNDERGROUND SYSTEM AS SHOWN INCLUDING ALL EXCAVATION AND BACKFILL. ALL CONDUIT JOINTS SHALL BE MADE WATERTIGHT.
- ALL THREADED ELECTRICAL EQUIPMENT (CONDUIT, COUPLINGS, JUNCTION BOXES, ETC.) INSTALLED OUTDOORS SHALL BE COATED WITH ANTI-SEIZE COMPOUND PRIOR TO INSTALLATION.
- ALL DIRECT BURIAL CONDUITS BELOW ROADWAYS OR PARKING LOT SHALL BE BACKFILLED TO 95% COMPACTION OF MAXIMUM DENSITY OF MDOT GRANULAR MATERIAL, CLASS 2.
- PROPOSED PARKING LOT LIGHTING SYSTEM VOLTAGE SHALL BE VERIFIED IN THE FIELD.
- ADJUST LOCATION OF DIRECT BURIAL CONDUITS IN THE FIELD TO AVOID CONFLICTS. IN GENERAL THE CONDUITS SHALL BE RUN IN A STRAIGHT LINE BETWEEN POLES AND HANDHOLES.
- SAW-CUT EXIST. ASPHALT PAVEMENT TO FULL DEPTH (3" +/-), 1'-0" MIN. WIDE FOR CONDUIT TRENCH. REPLACE PAVEMENT TO MATCH EXISTING.
- REMAINING VOID SHALL BE BACKFILLED TO 95% COMPACTION OF MAXIMUM DENSITY OF MDOT GRANULAR MATERIAL, CLASS 2.
- ALL SALVAGED MATERIALS SHALL BE TURNED OVER TO THE OWNER OR DISPOSED OF AS DIRECTED BY THE OWNER.

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or 811
(TOLL FREE)

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 454-6359
WEB SITE: [http:// www.hrcenr.com](http://www.hrcenr.com)

DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	B.B.Hetchler
DRAWN	B.B.Hetchler
CHECKED	R.H.Waters
APPROVED	J.J.S.

KEY PLAN

PROJECT TITLE	
CITY OF BIRMINGHAM	
PARKING LOT NO. 6 REHABILITATION	
ADDRESS CITY	
PART OF THE XX OF SECTION XX, TXN, RXE XXX COUNTY MICHIGAN	
SHEET TITLE	
ELECTRICAL LIGHTING PLAN OPTION 1	
HRC JOB NO. 20170989	SCALE 1" = 30'
DATE AUGUST 2018	SHEET NO. E 01 OF



PRINCIPALS
Daniel W. Mitchell
Nancy M.D. Faught
Keith D. McCormack
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton
Charles E. Hart

SENIOR ASSOCIATES
Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFraim
Thomas D. LaCross
Albert P. Mickalich
Timothy H. Sullivan
Thomas G. Maxwell

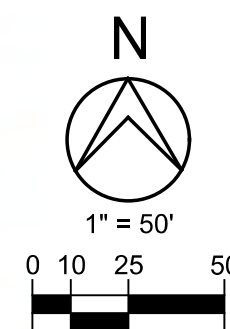
ASSOCIATES
Marvin A. Olane
Marshall J. Grazioli
Donna M. Martin
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickel
Jane M. Graham
Todd J. Sneathen
Aaron A. Uranga
Salvatore Conigliario

HUBBELL, ROTH & CLARK, INC.
OFFICE: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
PHONE: 248.454.6300
FAX: 248.454.6312
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

City of Birmingham
Parking Lot No. 6 Resurfacing and Environmental Enhancements
Preliminary Estimate
HRC Job No. 20170989

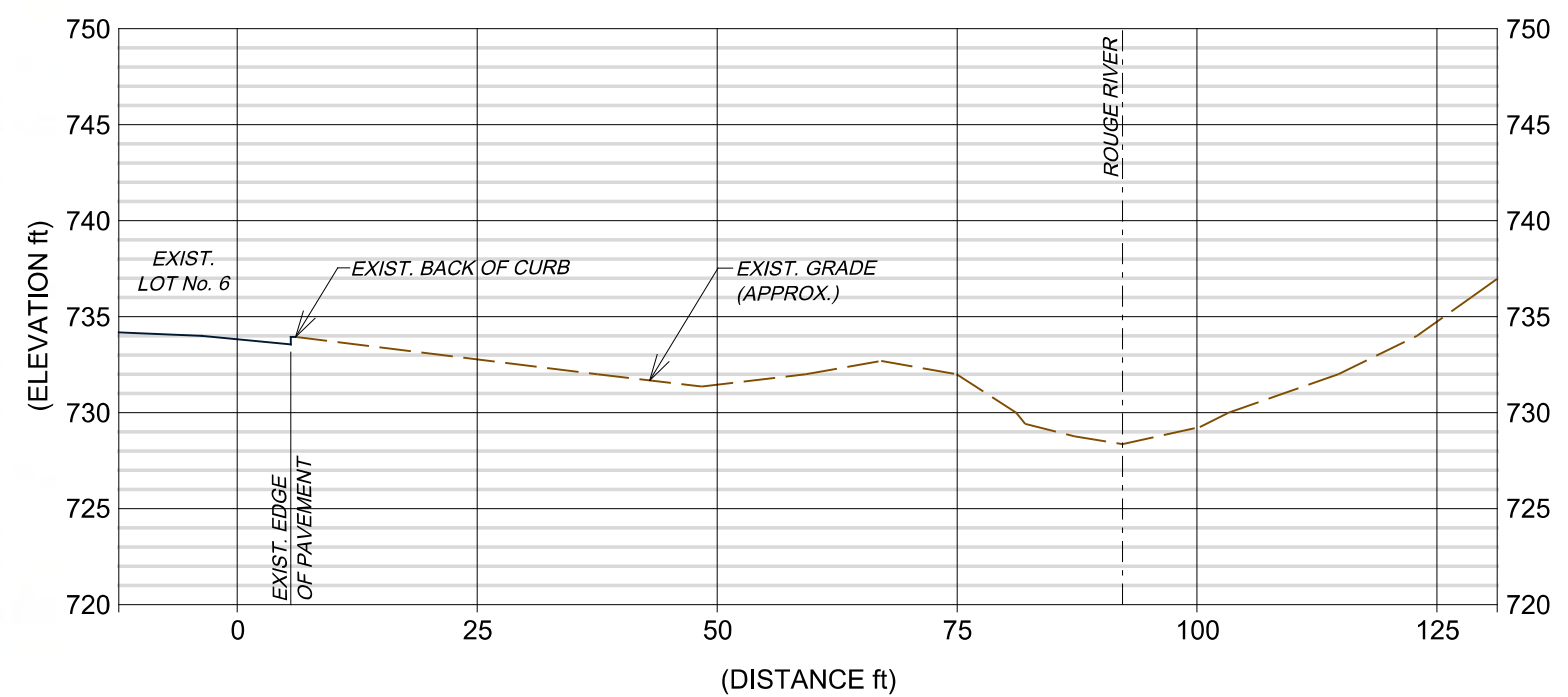
		Concept 1 - Resurface with Full Lane Expansion and Bioretention (No New Islands, No New Lighting)			Concept 2 - Resurface with Full Lane Expansion and Bioretention (New Islands and Lighting)		
Pay Item	Item Description	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost
1	Mobilization, Max 5%	1 LS	\$20,200.00	\$20,200.00	1 LS	\$26,300.00	\$26,300.00
2	Cold Milling HMA, Surface 2"	4125 syd	\$6.00	\$24,750.00	4125 syd	\$6.00	\$24,750.00
3	HMA, 5E03, Mod	575 ton	\$110.00	\$63,250.00	520 ton	\$110.00	\$57,200.00
4	Pavement Removal	500 syd	\$10.00	\$5,000.00	500 syd	\$10.00	\$5,000.00
5	21AA Aggregate Base, 12", undercutting	298 cyd	\$20.00	\$5,960.00	298 cyd	\$20.00	\$5,960.00
6	Soil Erosion Control Measures	1 LS	\$10,000.00	\$10,000.00	1 LS	\$10,000.00	\$10,000.00
7	Curb and Gutter	570 lft	\$35.00	\$19,950.00	570 lft	\$35.00	\$19,950.00
8	Curb Removal	525 lft	\$15.00	\$7,875.00	525 lft	\$15.00	\$7,875.00
9	Adjust Structure	3 ea	\$650.00	\$1,950.00	3 ea	\$650.00	\$1,950.00
10	Restoration	1 LS	\$15,000.00	\$15,000.00	1 LS	\$15,000.00	\$15,000.00
11	Maintenance of Traffic	1 LS	\$7,500.00	\$7,500.00	1 LS	\$7,500.00	\$7,500.00
12	MDEQ Permit Fee Allowance	1 LS	\$5,000.00	\$5,000.00	1 LS	\$5,000.00	\$5,000.00
13	Restriping	1 LS	\$3,000.00	\$3,000.00	1 LS	\$3,000.00	\$3,000.00
14	Replace Bollard	1 LS	\$750.00	\$750.00	1 LS	\$750.00	\$750.00
15	Excavation, Earth	2400 cyd	\$15.00	\$36,000.00	2400 cyd	\$15.00	\$36,000.00
16	HMA, 3C	150 ton	\$90.00	\$13,500.00	150 ton	\$90.00	\$13,500.00
17	21AA Aggregate Base, 6", pavement	130 cyd	\$75.00	\$9,750.00	130 cyd	\$75.00	\$9,750.00
18	Decorative Light Pole Relocation	4 ea	\$2,500.00	\$10,000.00	4 ea	\$2,500.00	\$10,000.00
19	Relocate Bench	1 ea	\$500.00	\$500.00	1 ea	\$500.00	\$500.00
20	Parking Meter Removal	2 ea	\$250.00	\$500.00	6 ea	\$250.00	\$1,500.00
21	Parking Meter Installation	34 ea	\$250.00	\$8,500.00	34 ea	\$250.00	\$8,500.00
22	Tree Removal	28 ea	\$1,000.00	\$28,000.00	28 ea	\$1,000.00	\$28,000.00
23	Clearing	1 LS	\$10,000.00	\$10,000.00	1 LS	\$10,000.00	\$10,000.00
24	Tree Plantings	28 ea	\$500.00	\$14,000.00	28 ea	\$500.00	\$14,000.00
25	Peat Fill Material	900 cyd	\$40.00	\$36,000.00	900 cyd	\$40.00	\$36,000.00
26	Sedimentation Fill Material	200 cyd	\$25.00	\$5,000.00	200 cyd	\$25.00	\$5,000.00
27	Plantings	1 LS	\$50,000.00	\$50,000.00	1 LS	\$50,000.00	\$50,000.00
28	Rip Rap at Outlet to River	20 cyd	\$100.00	\$2,000.00	20 cyd	\$100.00	\$2,000.00
29	Geotextile Fabric at Outlet to River	20 syd	\$50.00	\$1,000.00	20 syd	\$50.00	\$1,000.00
30	Concrete and stone spillway	5 ea	\$1,000.00	\$5,000.00	5 ea	\$1,000.00	\$5,000.00
31	Aesthetic Additions	1 LS	\$5,000.00	\$5,000.00	1 LS	\$5,000.00	\$5,000.00
Additional Items for Parking Lot Standard Compliance							
A	Pavement Removal (Extra Islands)				393 syd	\$10.00	\$3,930.00
B	Ground Cover (Extra Islands)				284 syd	\$6.00	\$1,704.00
C	Curb and Gutter (Extra Islands)				655 lft	\$35.00	\$22,925.00
D	Remove and Replace ADA Ramp				1 LS	\$10,000.00	\$10,000.00
E	Additional Lighting	1 LS	\$24,000.00	\$24,000.00	1 LS	\$85,000.00	\$85,000.00
G	Backfill (Extra Islands)				146 cyd	\$20.00	\$2,920.00
ESTIMATED CONSTRUCTION COSTS				\$448,935.00	\$552,464.00		
Construction Contingency (15% of total cost)				\$67,300.00	\$82,800.00		
TOTAL PROJECT COST				\$516,235.00	\$635,264.00		

01-Dec-2017, 01:54 PM
07012015HRC.tbl
V:\201709\20170989\City of Birmingham\Waters\plan_01.dgn
jrec



APPROXIMATE LIMITS
OPTION 1 RESURFACING

- NOTES:
1. PROTECT EXISTING STAND OF PINE TREES ALONG THE EAST SIDE OF THE PARKING LOT.
 2. PLANT ARBORVITAE (70 TOTAL @ 4' o.c.) BETWEEN EXISTING PINES FOR ADDITIONAL SCREENING.



SITE SECTION - A
SCALE: 1" = 20' HORIZ.
1" = 10' VERT.

CITY OF BIRMINGHAM
PARKING LOT No. 6 REHABILITATION
DESIGN OPTION 1



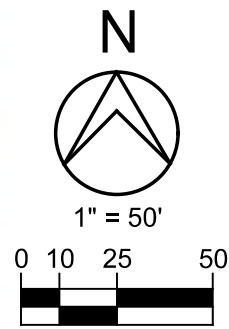
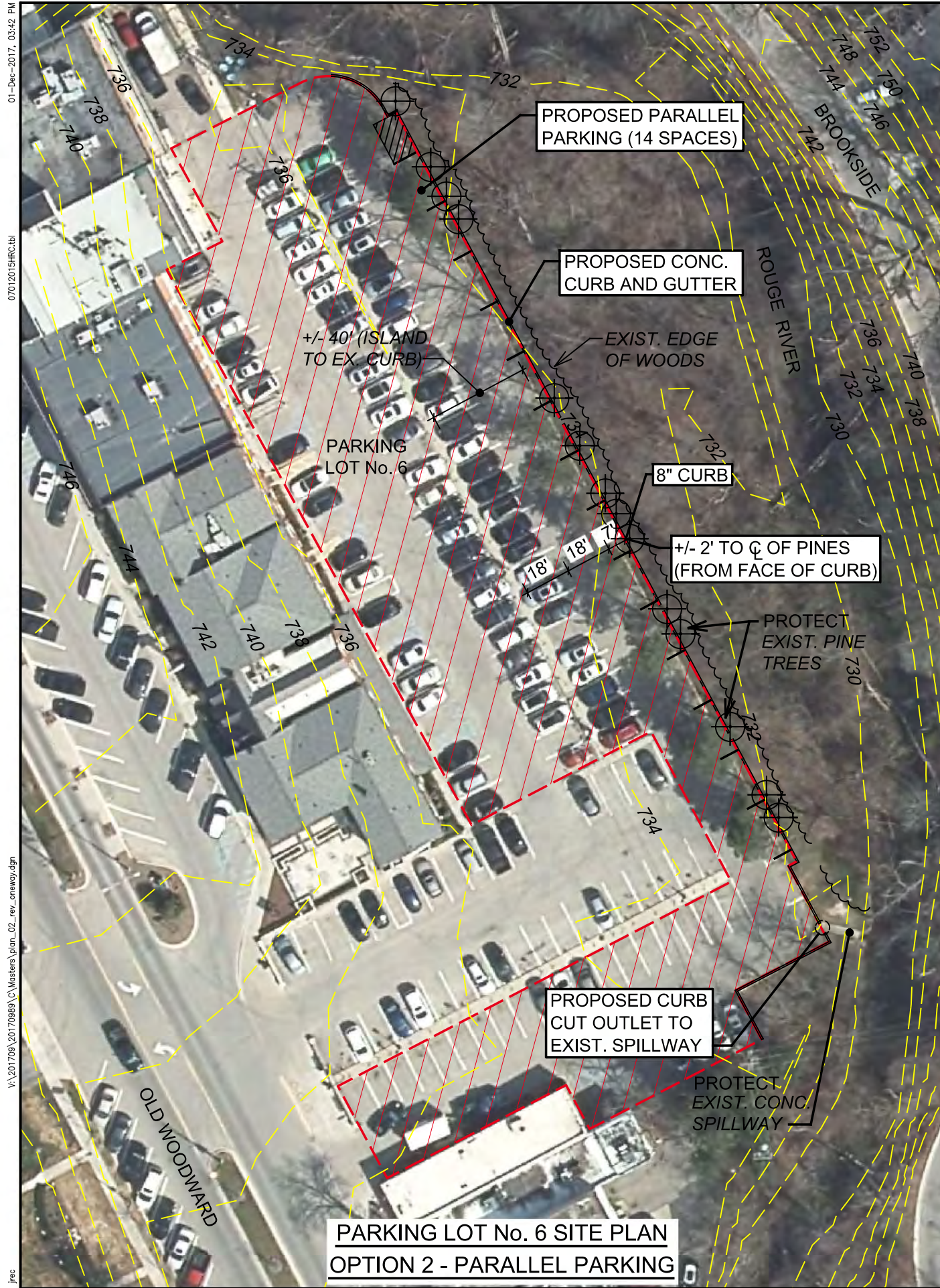
JOB NO.
20170989
DATE
NOV. 2017



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

FIGURE
01

01-Dec-2017, 03:42 PM
07012015HRC.tbl
V:\201709\20170989\Waters\plan_02_rev_oneway.dgn
jrec



 APPROXIMATE LIMITS
OPTION 2 RESURFACING

NOTES:

1. PROTECT EXISTING STAND OF PINE TREES ALONG THE EAST SIDE OF THE PARKING LOT.
2. EXISTING LIGHT POLES (4 TOTAL) WILL NEED TO BE RELOCATED TO ACCOMODATE NEW PARALLEL PARKING.
3. PLANT ARBORVITAE (70 TOTAL @ 4' o.c.) BETWEEN EXISTING PINES FOR ADDITIONAL SCREENING.

CITY OF BIRMINGHAM
PARKING LOT No. 6 REHABILITATION
DESIGN OPTION 2

	JOB NO. 20170989	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303 - 0824 PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): WEB SITE: http:// www.hrcengr.com	FIGURE 02
	DATE NOV. 2017			



MEMORANDUM

City Manager's Office

DATE: December 5, 2018

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Parking Lot #6 Rehabilitation/Expansion

INTRODUCTION:

There continues to be a strong parking demand five days a week from businesses that surround Parking Lot #6 located adjacent to 600 N. Old Woodward. Demand is exceptionally strong on Wednesdays, Thursdays, and Fridays in the early afternoons. Lot#6 is also home to the City's popular Farmer's Market, which is held on the parking lot every Sunday morning from the beginning of May to the end of October. The parking lot is in need of repair due to the wear and tear that results from intense usage and expansion to address the unmet demand.

BACKGROUND:

The expansion and resurfacing of Parking Lot #6 was presented to the City Commission on June 25, 2018, where the preferred concept plan, recommended by the Advisory Parking Committee (APC), that would result in an additional 34 parking spaces was approved for further refinement. Following that meeting, staff worked to further refine the conceptual designs and establish a more detailed cost estimate. At the meeting of November 2, 2018, the APC recommended that the City Commission authorize the restoration of Parking Lot #6, using Concept Plan 1 as shown in the first drawing following this memo.

The project is prepared to be bid in early 2019 with the intent to begin construction in April 2019 and be completed in May 2019 to minimize disruption to the Farmers Market and surrounding businesses.

Both concepts include a bio-retention basin (to improve storm water quality), a river access amenity (to maintain and improve access to the river), tree replacement (the intent is to replace trees lost due to construction 1 for 1), and lighting upgrades (new and additional). It should also be noted that every effort will be made during the design and construction to minimize the elimination of trees and bush in the area between the parking lot and the Rouge River.

The primary differences between the two (2) concepts revolve around meeting the City's parking landscape requirements. Concept #1 does not follow these requirements (other than knee wall screening and tree replacement) in order to maximize the additional parking that can be provided (net gain of 32 additional spaces). Concept #2 conforms to all of the City's parking landscape requirements with a net gain of 17 additional parking spaces. The APC agreed that for the purposes of this project, the goal of maximizing parking where no other parking options exist was necessary.

LEGAL REVIEW:

No legal review is required

FISCAL IMPACT:

The project will be funded by the Auto Parking System.

The estimated cost for Option # 1 is \$ 515,000 The estimated cost for Option # 2 is \$ 635,000

SUMMARY:

The City Commission is being asked to authorize Staff to proceed with Concept Plan #1 as presented. The engineering design phase will continue with staff for the project overall and with input from the Architectural Review Committee regarding public access to the Rouge River.

ATTACHMENTS:

06/25/18 Memo to City Commission – Parking Lot #6 Expansion w/attachments (31 pages)
11/09/18 DRAFT Meeting Minutes - Architectural Review Committee (2 pages) Preliminary Plan
Concept 1 – Sheet C-01 (HRC) Preliminary Plan Concept 2 – Sheet C-02 (HRC) Public Access
Concept Sketches A, B, C & D (HRC)

SUGGESTED RESOLUTION:

To authorize City staff to proceed with the design and construction of Parking Lot #6 Preliminary Concept plan project based Option #1 for a cost not to exceed \$515,000 funded by the Auto Parking Fund #585-538-001-981.0100.



MEMORANDUM

Engineering Department

DATE: March 15, 2019

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: Parking Lot #6 Expansion & Resurfacing
DTE Energy Street Light Agreement

INTRODUCTION:

The expansion and resurfacing of Parking Lot #6 was presented to the City Commission on June 25, 2018. At that time, the Commission authorized the restoration and expansion of Parking Lot #6 using the Auto Parking System Fund for the project. As part of this project several existing street lights need to be relocated and new street lights added.

BACKGROUND:

During the June 25, 2018 City Commission meeting, the restoration and expansion of Parking Lot #6 was authorized and City staff was instructed to proceed with the plan preparation and charging all costs to the Auto Parking Fund.

During our investigation of the area, it was determined that there is insufficient lighting in the parking lot. The number of lights seems inadequate, and the fixtures have gotten dim compared to how the new ones would perform. Also, three (3) existing street lights will need to be relocated, due to the expansion. As part of this project, the City will be adding three (3) additional street lights (two along the east edge of the parking lot and one in the newly expanded island) to improve the lighting in the area. In addition, we will be replacing the existing luminaires (nine) on remaining street lights with LED's. These changes will bring the lighting to current standards.

DTE Energy provided the City with a proposal to perform the work described above and a copy is attached to this report.

LEGAL REVIEW:

The DTE Energy agreement is in their standard form, which has been previously reviewed by the City Attorney.

FISCAL IMPACT:

The project will be funded by the Auto Parking System Fund – 585-538.006-981.0100.

SUMMARY:

The City Commission is being asked to approve the agreement between the City and DTE, authorizing the expenditure in the amount of \$44,501.40 for the street light improvements in conjunction with the Parking Lot #6 Rehabilitation Project as outlined above.

ATTACHMENTS:

- DTE Proposal Letter – Dated 03/08/19;
- DTE Agreement Cover Letter – Dated 03/08/19;
- DTE Purchase Agreement;
- Location Map.

SUGGESTED RESOLUTION:

To approve the agreement between the City of Birmingham and DTE Energy and authorizing the expenditure of \$44,501.40 to DTE Energy, for the relocation of three (3) existing street lights, the manufacture and installation of three (3) new street lights, in conjunction with the rehabilitation of Parking Lot #6 and the replacement of nine (9) existing luminaires with LED luminaires. The work will be charged to account number 585-538.006-981.0100.



March 8, 2019

Paul T. O'Meara
City of Birmingham
City Engineer
151 Martin St
Birmingham, MI 48012

Re: Proposed Street Lighting-600 N. Old Woodward Ave. Parking Lot#6

I have completed the review of your request for the proposed lighting and have prepared a cost estimate for the removal of three (3) existing Special Order Material (SOM) posts (Foundation removal by others) and nine (9) existing SOM luminaires, the reinstallation of three (3) existing SOM posts on concrete foundations, and the installation of three (3) SOM posts (New posts to have (2) GFI outlets per post) on concrete foundations, and twelve (12) SOM 68w LED luminaires. Streetlights to be fed by underground cable.

The costs are based on the Option 1 Municipal Street Light rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction costs be paid by the customer, which is determined by the following formula.

600 N. Old Woodward Ave. Parking Lot#6

Annual operating cost	\$3,207.60
Cost to construct	\$46,907.10
Minus 3yrs Revenue (New Install Only)	(\$2,405.70)
Contribution from City of Birmingham	\$44,501.40

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. After installation, the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting



March 8, 2019

City of Birmingham
151 Martin St, PO Box 3001
Birmingham, MI 48012
Attn: Paul T. O'Meara

Re: City of Birmingham-600 N. Old Woodward Ave. Parking Lot#6

Attached is the Purchase Agreement for the work to be performed in the budget letter that was sent on March 8, 2019. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$44,501.40** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting


Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 8, 2019 between DTE Electric Company ("Company") and the City of Birmingham ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated April 11, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	53328176 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[600 N. Old Woodward Ave Parking Lot#6], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	12	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Remove three (3) existing posts (to be reused as part of installation) and three (3) 175w MH luminaires. Foundations to be removed by others. Remove six (6) existing 175w MH luminaires Install twelve (12) Special Order Material Green Philips Hadco Birmingham style 68w LED fixture and six (6) Special Order Material Green Philips Hadco Birmingham style posts (three new posts to have (2)GFI outlets per post, and three existing posts will not have GFI outlets) on concrete foundations.	
5. Estimated Total Annual Lamp Charges	\$3,207.60	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$46,907.10
	Credit for 3 years of lamp charges: New Install Only	\$2,405.70
	CIAC Amount (cost minus revenue)	\$44,501.40
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices <div style="text-align: right;"></div>	
10. Customer Address for Notices:	City of Birmingham 151 Martin St. Birmingham, MI 48012 Attn: Paul T. O'Meara	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☒ YES ☐ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 1 posts and 1 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at City of Birmingham DPW Yard. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: Paul O'Meara

Title: City Engineer

Phone Number:248-530-1840

Email: pomeara@bhamgov.org

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

City of Birmingham

By: _____

Name: _____

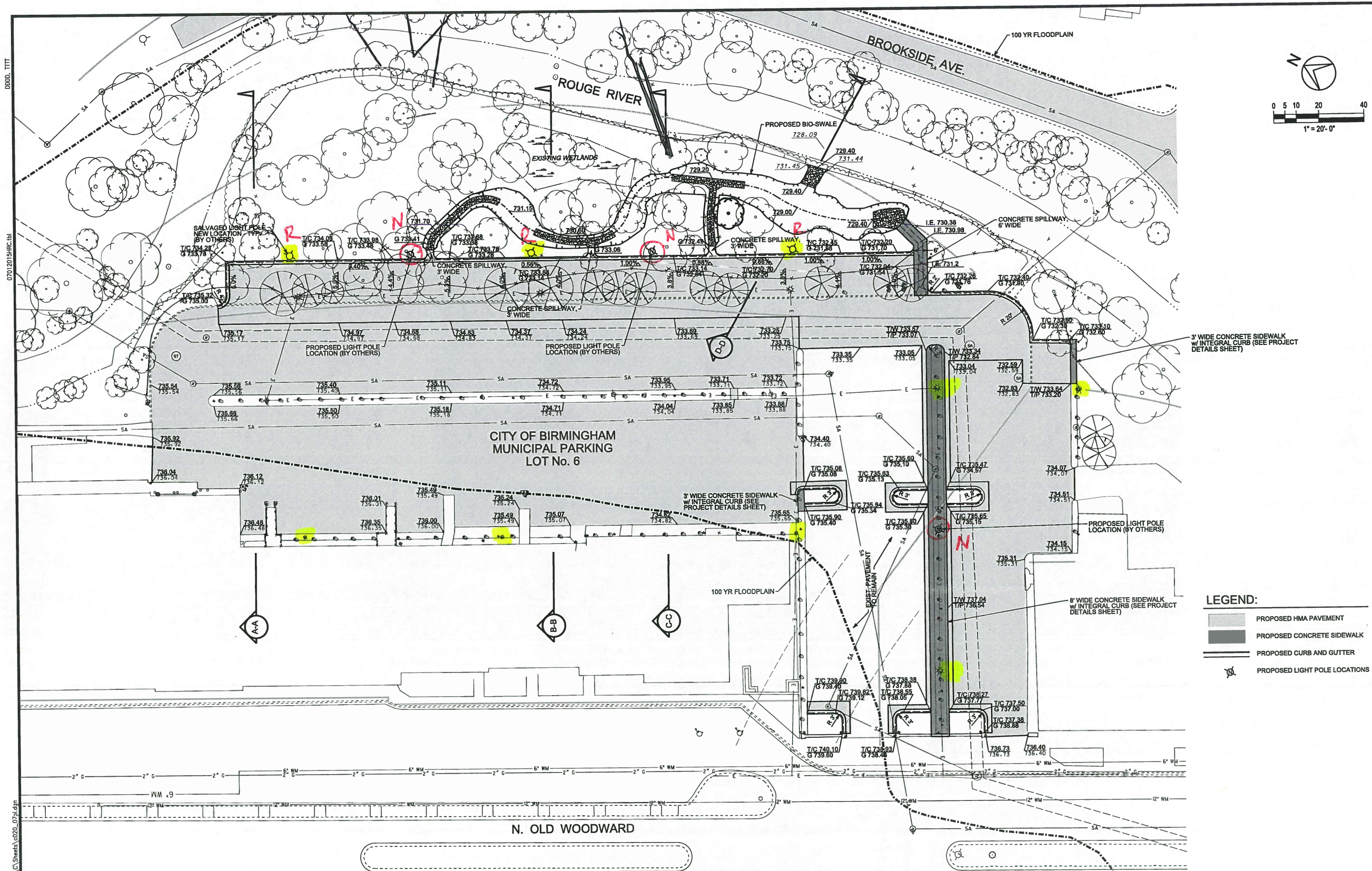
Title: _____

SIGN HERE

Attachment 1 to Purchase Agreement

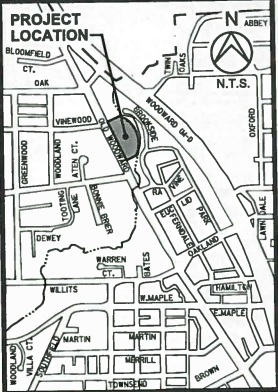
Map of Location

[To be attached]



HRC
HUBBELL, ROTH & CLARK, INC.
 CONSULTING ENGINEERS SINCE 1915
 555 HULET DRIVE
 BLOOMFIELD HILLS, MICH. P.O. BOX 824
 48303-0824
 PHONE: (248) 454-6300
 FAX (1st Floor): (248) 454-6312
 FAX (2nd Floor): (248) 454-6359
 WEB SITE: http://www.hrcngr.com

1-25-2019	ISSUED FOR OWNER'S REVIEW
DATE	ISSUED FOR / ADDITIONS / REVISIONS
DESIGNED	P.L.R./B.J.H.
DRAWN	B.J.H./J.A.R.
CHECKED	J.J.S.
APPROVED	M.C.M.



CITY OF BIRMINGHAM
MUNICIPAL PARKING
LOT No. 6
REHABILITATION
 CITY CONTRACT No. XX-19 (P)

CONSTRUCTION PLAN

HRC JOB NO.	20170989	SCALE	1" = 20'
DATE	JANUARY 2019	SHEET NO.	5 OF

ELEVATION	DESCRIPTION
733.65	B.M. #300 - SOUTH RIM OF SANITARY MANHOLE EAST END OF PARKING LOT #6 75' +/- SOUTHEAST CORNER OF BUILDING
736.30	B.M. #302 - CONC NAIL IN WEST FACE OF UTILITY POLE IN ISLAND @ NORTH END OF PARKING LOT BEHIND BUILDING 704-710
734.03	B.M. #310 - MAG NAIL IN NORTHWEST FACE OF UTILITY POLE @ SOUTHEAST CORNER OF PARKING LOT #6 75' +/- NORTHWEST OF BUILDING 508

QUANTITIES THIS SHEET			
NO.	DESCRIPTION	UNIT	QTY.
1	Structure Adjust	Ea	2
2	21AA Aggregate Base, 12 inch, undercutting	Cyd	268
3	21AA Aggregate Base, 6 inch	Cyd	270
4	Concrete Curb & Gutter, 18", MDOT Type F2, Modified	FL	585
5	Concrete Spillway, 3 foot wide	FL	12
6	Concrete Spillway, 6 foot wide	FL	36
7	Bituminous Mixture No. 13A, 2"	Ton	4780
8	Bituminous Mixture No. 3C, 3"	Ton	1300
9	Concrete Sidewalk, 4", including Integral Curb	SF	1445
10	Ditch Grading, Bio-Swale	FL	274
11	Riprap, Plain, Checkdams/Spillways	Syd	60
12	Riprap, Heavy, Outfall	Syd	8
13			

EXISTING LIGHT (REPLACE FIXTURE)
RELOCATED LIGHT (REPLACE FIXTURE)
ON = NEW LIGHT

NOTICE:
 ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



CALL MISS DIG
 72 HOURS
 (3 WORKING DAYS)
 BEFORE YOU DIG
 1-800-482-7171
 or 811
 (TOLL FREE)

V:\201709\20170989\07a.dgn
 bhunt

DATE: March 15, 2019

TO: Joseph A. Valentine, City Manager

FROM: Theresa C. Bridges, Assistant City Engineer

SUBJECT: 2019 Storm Drain Improvements Project
Contract #7-19(S)

INTRODUCTION:

The above-referenced project provides solutions to four locations identified as having drainage issues. Having received, reviewed, and tabulated the contractors' bids, the Engineering Department is recommending award to Sitework Services, LLC in the amount of \$82,225.

BACKGROUND:

The 2019 Storm Drain Improvements Project will include drainage improvements and pavement restoration for local streets at four locations:

- Mill Race Road – The low point of the approximate 400-foot long road is at the end of the cul-de-sac and has only one catch basin. As a result, during heavy rainfalls, the storm water ponds and overtops the curb, washing out the gravel path that is part of the Rouge River trail downstream. An additional catch basin will be installed in order to adequately capture most storm water.
- Wimbleton/Poppleton Intersection – There is a low point at the intersection of Poppleton Street and Wimbleton Drive that floods even during storm events. Water has been known to sit here long after. Ice often forms on the road and causes a hazard that cannot be prevented during regular snow removal and salting operations. A catch basin and storm sewer will be installed in order to adequately drain the area.
- Adams/Wimbleton Intersection – Similar to the previous location, standing water or ice often forms at the northwest corner of this intersection causing a safety hazard. A catch basin and storm sewer will be installed at this location.
- Oakdale Avenue - A low point on Oakdale Drive, south of Rivenoak Street, similarly ponds on the east side of the street. The center of the road was built slightly higher than the east side, preventing flow to the west side of the street as designed. Therefore, the flat curb is being removed on the east side and replaced with sufficiently sloping curbs to a new catch basin.

Bids were opened for the project on March 14, 2019. Five (5) bids were received, as listed on the attached summary. The low bidder was Sitework Services, with their bid of \$82,225. The engineer's estimate was \$99,480.

Sitework Services has completed small projects for the City in the past, under the name James Mouch Jr & Sons Excavating. Based on the performance of previous projects and a good reputation with other clients, we are confident that they are fully qualified to do this type of work.

As is required for all of the City's construction projects, Sitework Services has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

LEGAL REVIEW:

The Engineering Department follows the Standard Format used for all contracts as required by the City Attorney's Office.

FISCAL IMPACT:

The cost of the project will be charged to the Local Streets Fund. Since these problems are in response to resident complaints, and were not previously planned, a budget amendment will be required.

SUMMARY

It is recommended that the 2019 Storm Drain Improvements Project, Contract #7-19(S) be awarded to Sitework Services, LLC of Metamora, Michigan in the amount of \$82,225, to be charged to the Local Street Fund. A budget amendment to the Local Street Fund is also required for this project, as contained in the suggested resolution below.

ATTACHMENTS:

- Bid Summary (1 page) – March 14, 2019
- Plans (6 sheets)

SUGGESTED RESOLUTION:

To award the 2019 Storm Drain Improvements Project, Contract #7-19(S) to Sitework Services, LLC, in the amount of \$82,225, to be charged to the Local Streets Fund, account number 203-449.001-981.0100, contingent upon execution of the agreement and meeting all insurance requirements, and further to approve the appropriation and amendment to the fiscal year 2018-2019 Local Street Fund budget as follows:

Local Streets Fund

Revenues:

203-000.000-400.0000	Draw from Fund Balance	<u>\$82,225.00</u>
Total Revenue		<u>\$82,225.00</u>

Expenditures:

203-449.001-981.0100	Capital Outlay – Engineering and Construction of Roads	<u>\$82,225.00</u>
Total Expenditures		<u>\$82,225.00</u>

CITY OF BIRMINGHAM

STORM DRAIN IMPROVEMENTS PROJECT

CONTRACT # 7-19 (S)

BID SUMMARY

March 14, 2019 - 2:00 PM

CITY OF BIRMINGHAM

STORM DRAIN IMPROVEMENTS PROJECT

CONTRACT # 7-19 (S)

BID SUMMARY

March 14, 2019 - 2:00 PM

CITY OF BIRMINGHAM

STORM DRAIN IMPROVEMENTS PROJECT

CONTRACT # 7-19 (S)

BID SUMMARY

March 14, 2019 - 2:00 PM

[illegible]

**PROJECT WORK AREAS
CONTRACT #7-19(S)**

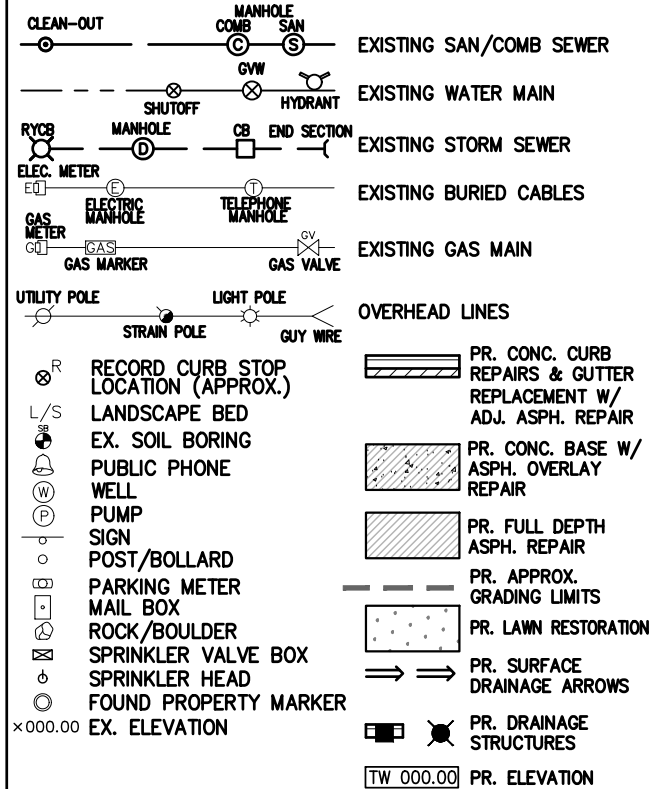
Map of the City of Northampton showing project work areas for Contract #7-19(S). The map includes a compass rose, a legend, and various street names. Project work areas are highlighted in grey and labeled C1, C2, C3, and C4. C1 is located near the center, C2 is in the upper right, C3 is in the lower right, and C4 is in the lower left. The map also shows the location of Springfield Park and the 14 Mile Road.

ISSUE DATE: 02-21-2019

City of Birmingham
CITY CONTRACT #7-19(S)



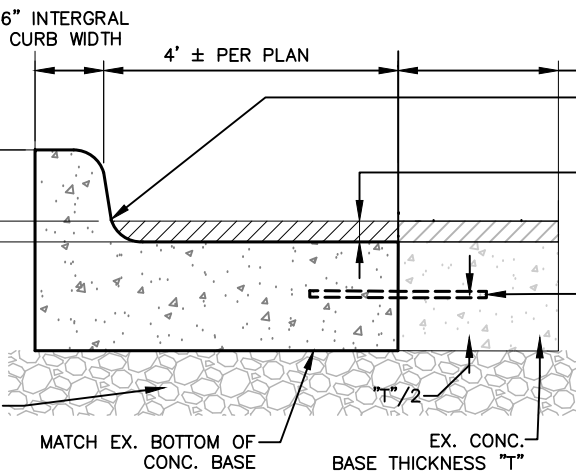
LEGEND



PROVIDE 6" EXPOSED CURB FACE ADJACENT TO DRAINAGE STRUCTURES (TRANSITION FROM EX. 3"-4" CURB HEIGHT WITHIN 1' OF REPAIR LIMITS)

PR. 7.5"-8.0" INTEGRAL CONC. CURB HEIGHT (AS REQ. TO ALLOW 6" EXPOSED CURB FACE)

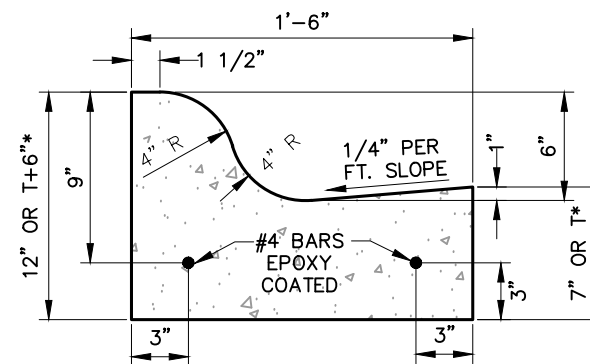
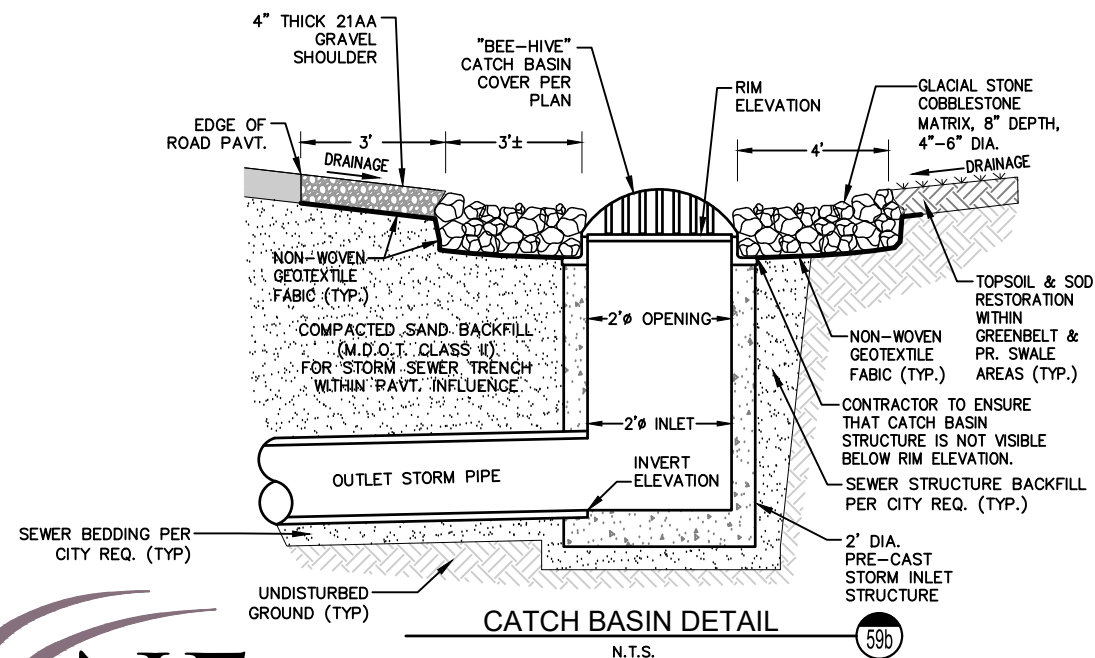
RE-COMPACT EX. BASE MATERIAL OR PROVIDE 8" NEW 21AA LESTONE IN ACCORDANCE W/ CITY REQUIREMENTS. WHEN LOCATED ABOVE PR. STORM SEWER TRENCH (INC.)



CONCRETE BASE W/ INTERGRAL CURB & HMA OVERLAY SECTION

MILL RACE RD. REPAIRS

N.T.S.



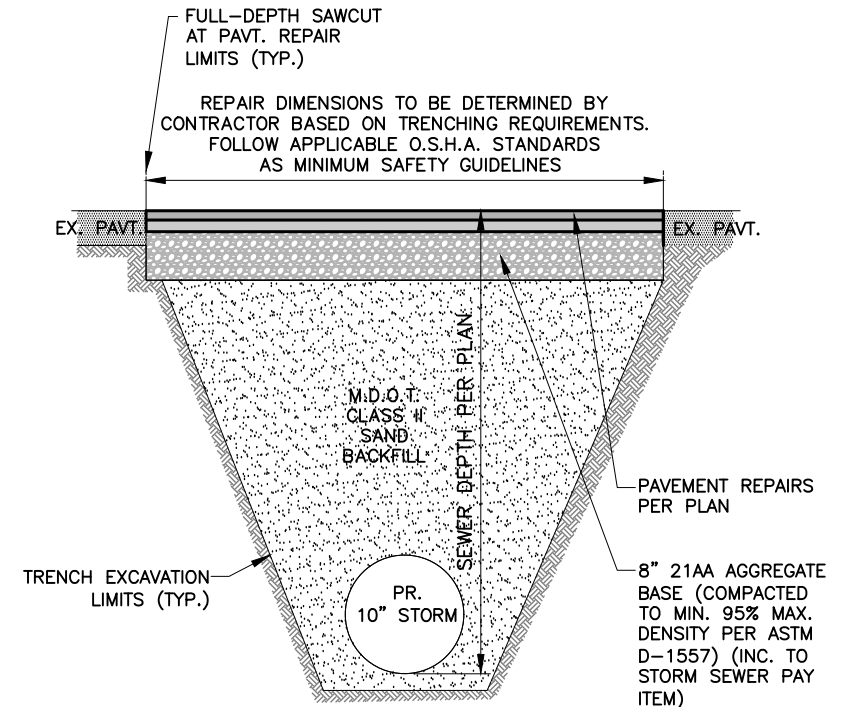
NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

*NOTE: "T" REFERS TO PAVEMENT THICKNESS WHEN CURB IS POURED INTEGRAL

BIRMINGHAM 6" ROLL CURB CONCRETE CURB & STANDARD GUTTER DETAIL

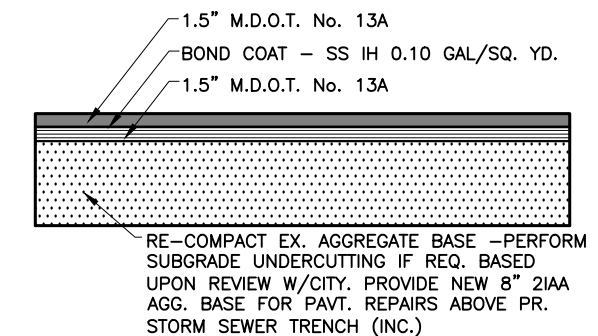
N.T.S.

NOTE: CURB DETAIL IS SHOWN FOR REFERENCE ONLY. PROPOSED CURB & GUTTER REPLACEMENTS SHALL MATCH EXISTING CURB DIMENSIONS, REINFORCEMENT, ETC. AT LOCATIONS ADJACENT TO REPAIRS.



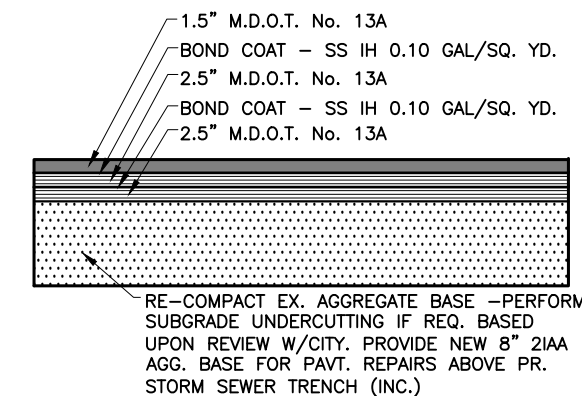
STORM SEWER TRENCH DETAIL

N.T.S.



3" ASPHALT PAVEMENT SECTION

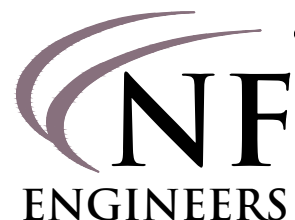
WIMBLETON DR. REPAIRS



6.5" ASPHALT PAVEMENT SECTION

OAKDALE AVE. REPAIRS

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	02-21-2019	CD	K770	DETAILS LEGEND



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

PREPARED FOR:

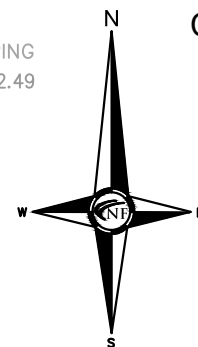


Engineering Department
151 Martin Street
Birmingham, MI 48012

City of Birmingham

Contract #7-19(S)

MILL RACE RD.
(30' PUBLIC R.O.W.)



BENCHMARK
ARROW ON HYDRANT
ELEVATION 732.34
BIRMINGHAM DATUM

52 HYDRANT
FG 730.49

MATCH EX.(±)
TC 729.74
GU 729.42

20a CATCH BASIN
RIM 729.30
12" NE. INV. 724.20
PR. 10" SE. INV. 725.00
(TAP)

TC 729.50
RIM 729.20

MATCH EX.(±)
TC 729.62
GU 729.31

20b PR. 2' DIA PRE-CAST
STORM INLET*
(EJIW 5342Z/5344M
FRAME/COVER)
PR. RIM 729.20
PR. 10" NW. INV. 725.20
*NOTE: FIELD VERIFY EX. CB 20a
UNDERDRAIN LOCATION/DEPTH.
RECONFIGURE ALIGNMENT AND
RECONNECT TO CB 20b W/ 6"
TAP PER CITY REQUIREMENTS.

**APPROX. GRADING /
RESTORATION LIMITS**
GRASS RESTORATION W/
3" TOP SOIL & SEED

INSTALL
6 LF 10" PVC SDR 26
STORM SEWER @ 3.33%
(CB 20a TO CB 20b)

APPROX. PAVT. REPAIR LIMITS
REMOVE & REPLACE EX. ASPH. OVERLAY
CONC. PAVEMENT W/ NEW CONC. BASE
W/ INTERGRAL CURB & HMA OVERLAY
PER CROSS-SECTION DETAIL.
(NOTE: NEW CURB FACE SHALL BE
HIGHER THAN EX. (6" MAX.) AS DIRECTED
BY ENGINEER TO HELP KEEP WATER FROM
OVERFLOWING CURB AT DRAINAGE
STRUCTURES)
PROVIDE
2' WD. MILLED BUTT JOINT ADJ. TO
FULL-DEPTH REPAIR (1.5" TO 2.0"
THICKNESS TO MATCH EX.) (INC.)

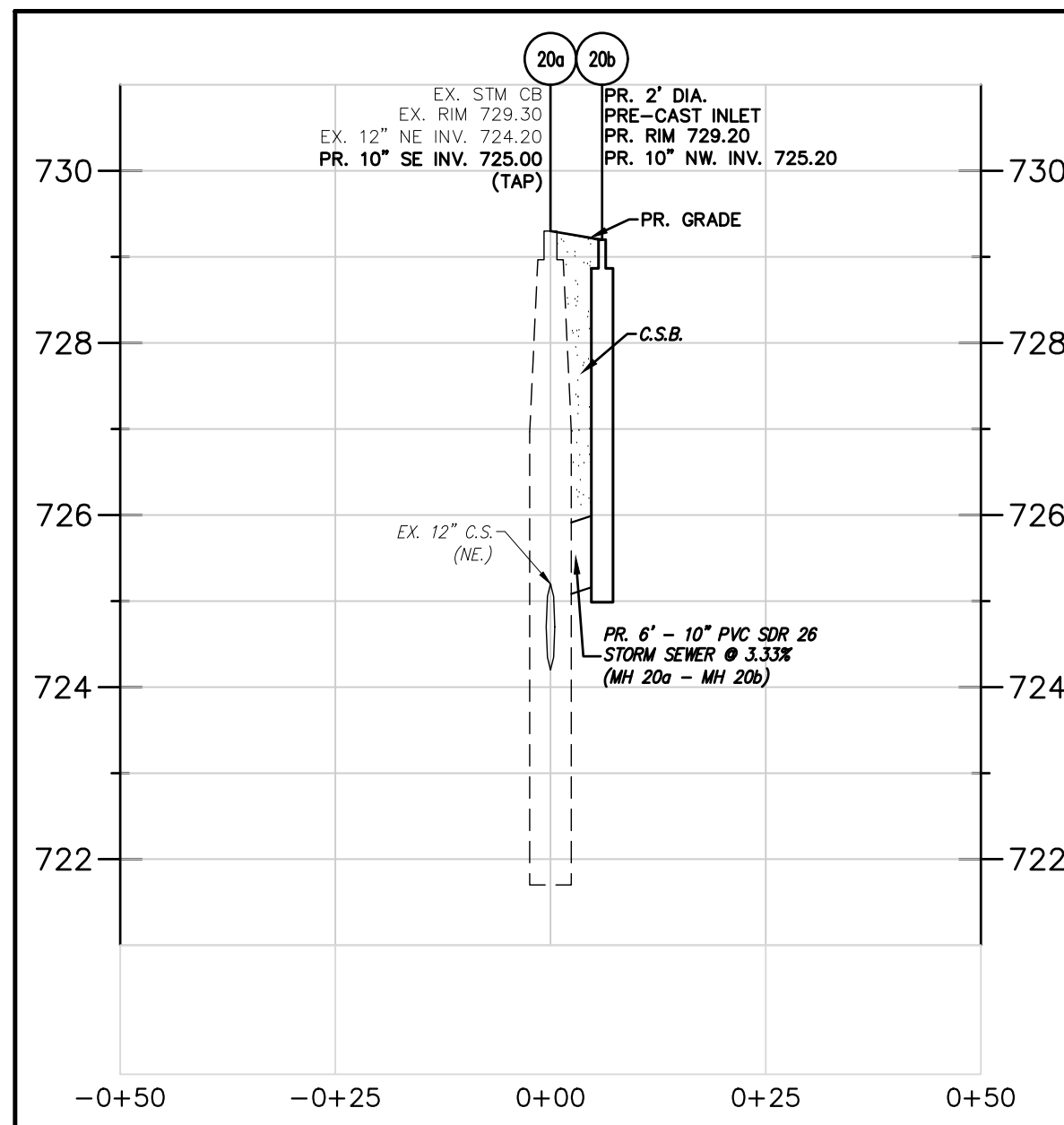
COMBINED MH (20)
RIM 730.44
15" N. INV. 722.24
15" S. INV. 722.24
12" SW. INV. 723.44

STOP BOX
RIM 730.01

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

PREPARED FOR:

Engineering Department
151 Martin Street
Birmingham, MI 48012



MILL RACE RD. PR STORM PROFILE
SCALE: 1"=20' HORIZONTAL
1"=2' VERTICAL

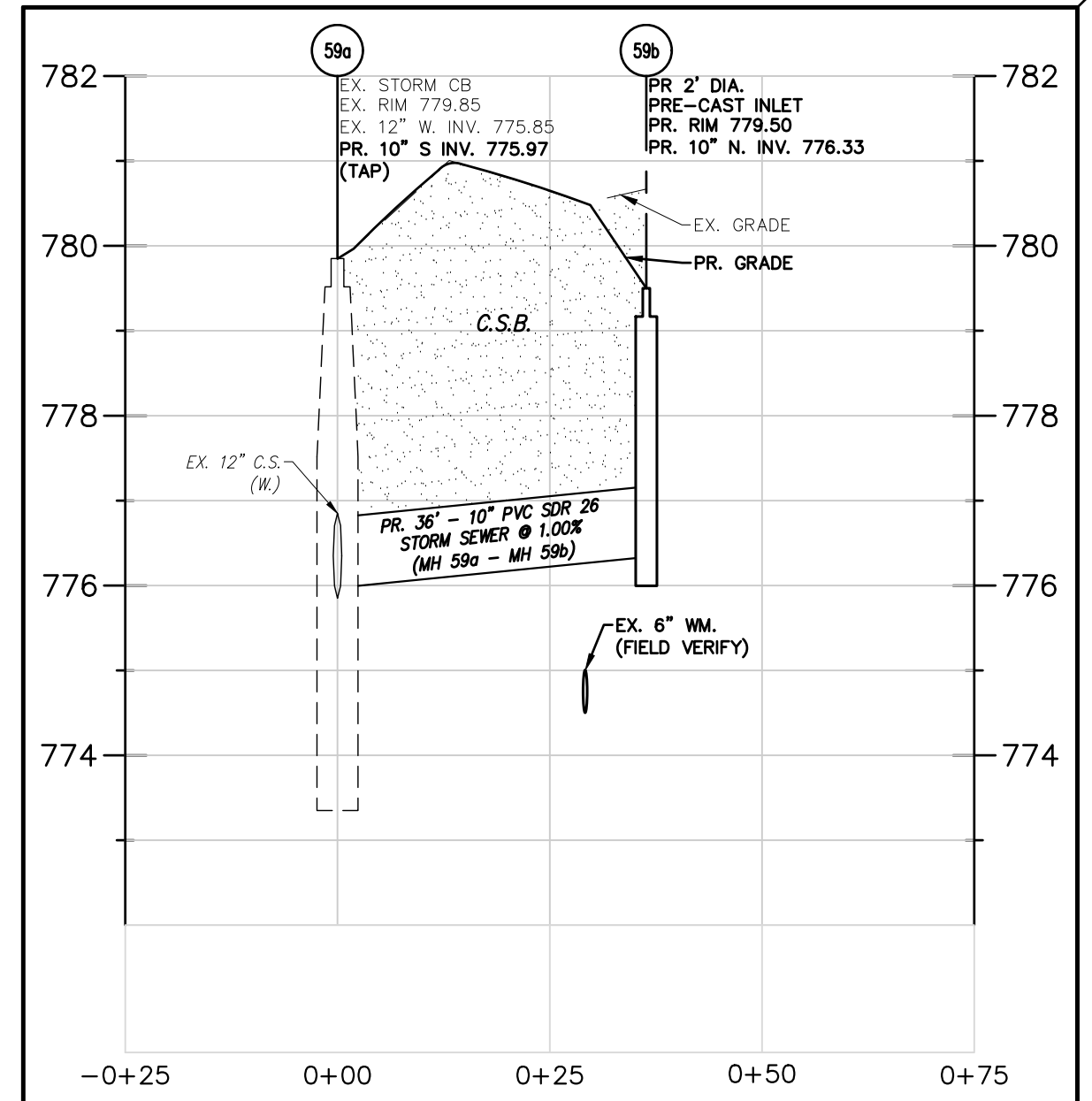
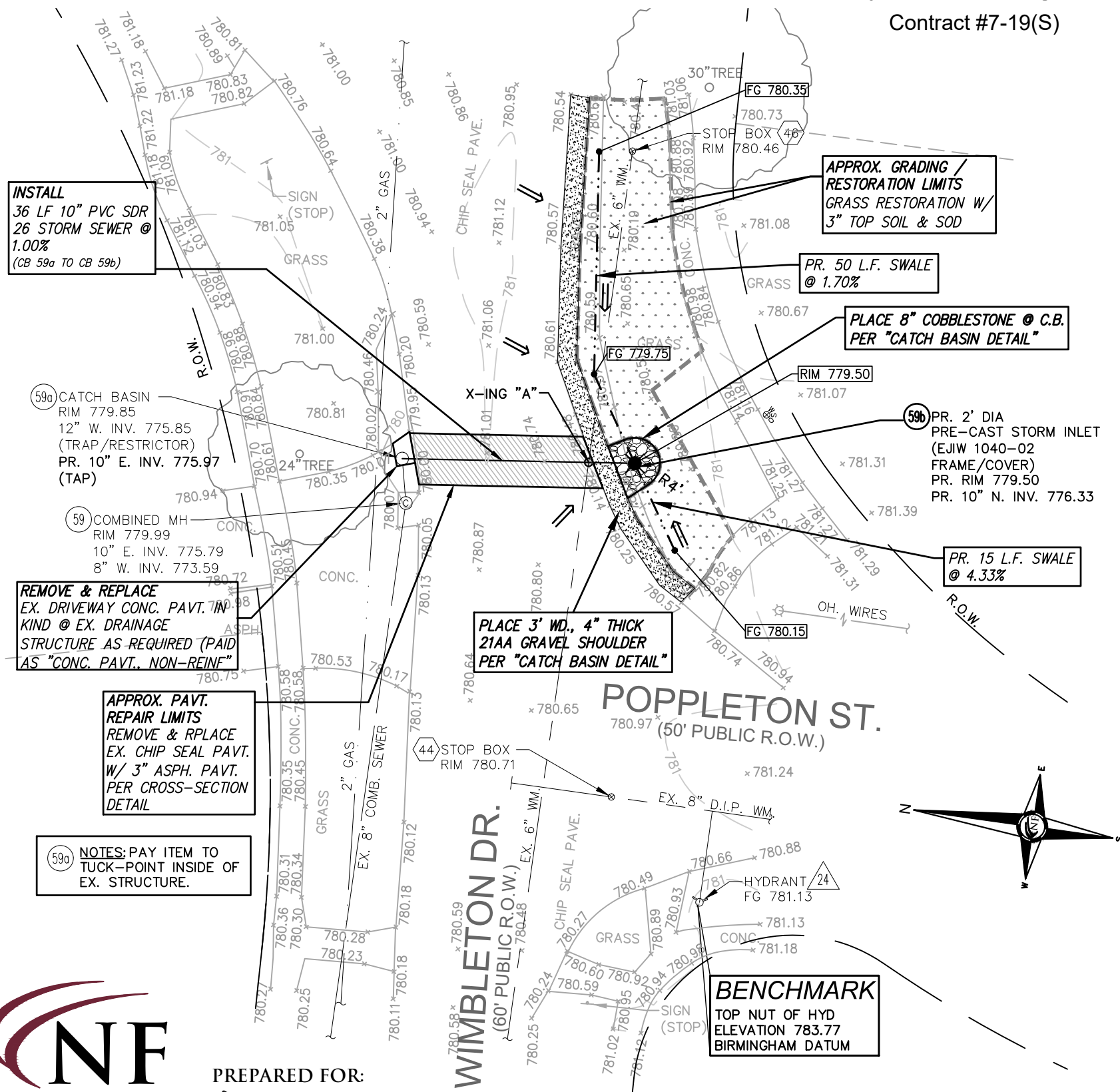
UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 20'	02-21-2019	C.D.	K770	C1

City of Birmingham

Contract #7-19(S)

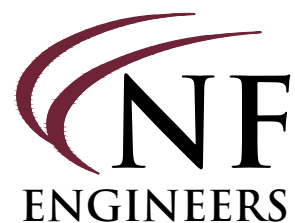


UTILITY CROSSING SCHEDULE

- NOTES:**
- ALL CROSSINGS SHALL BE FIELD VERIFIED.
 - ALL ELEVATIONS ARE ±
 - MAINTAIN 18" CLEARANCE BETWEEN UTILITIES.
- A PR. 10" STM. B/PIPE 776.26
EX. 6" W.M. - FIELD VERIFY

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



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

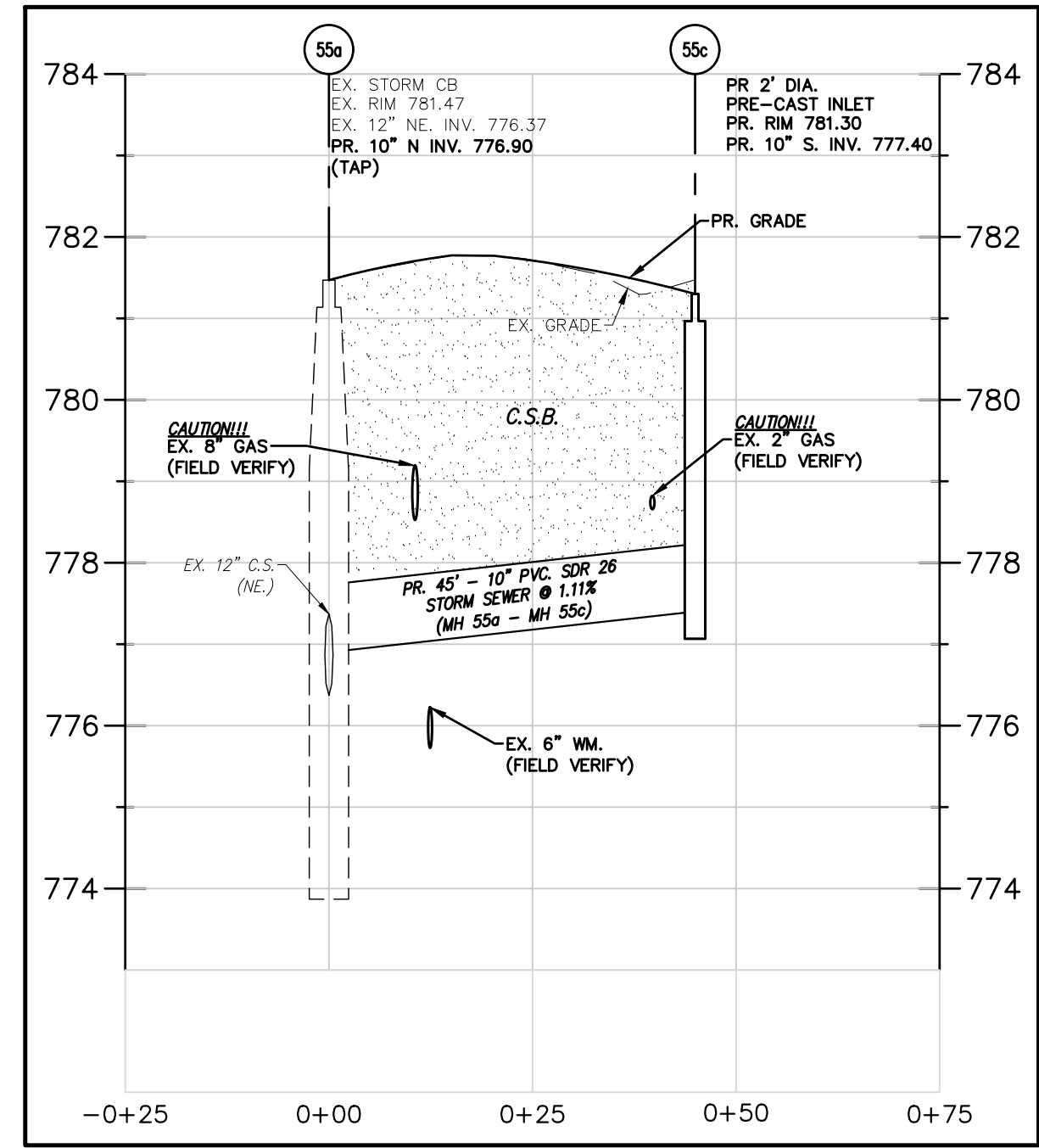
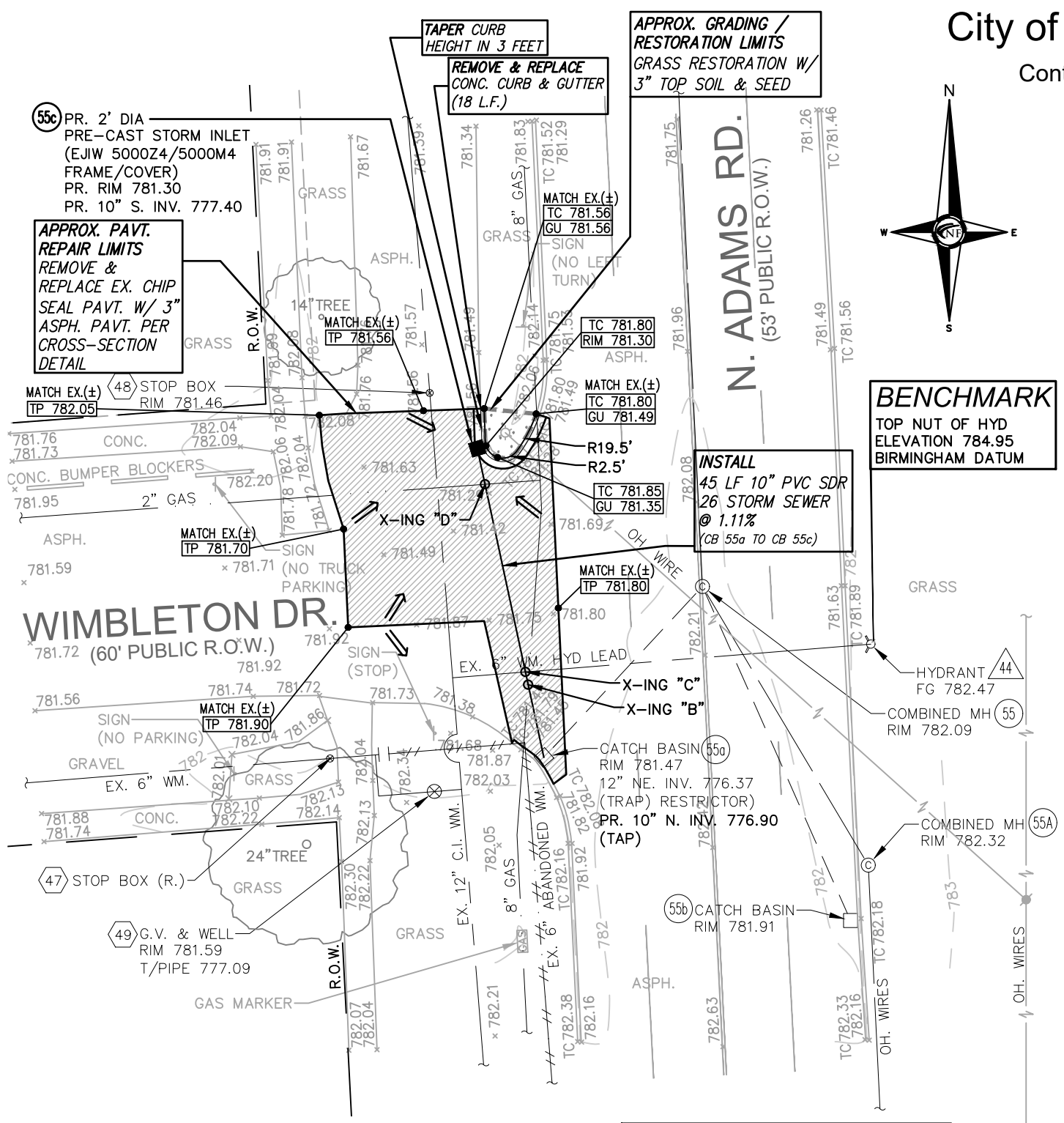
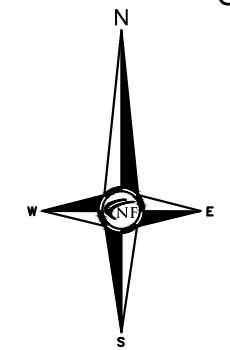
PREPARED FOR:



Engineering Department
151 Martin Street
Birmingham, MI 48012

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 20'	02-21-2019	C.D.	K770	C2

City of Birmingham
Contract #7-19(S)



UTILITY CROSSING SCHEDULE

- NOTES:**
- ALL CROSSINGS SHALL BE FIELD VERIFIED.
 - ALL ELEVATIONS ARE ±
 - MAINTAIN 18" CLEARANCE BETWEEN UTILITIES.
- B EX. 8" GAS - FIELD VERIFY
PR. 10" STM T/PIPE 777.84
- C PR. 10" STM B/PIPE 777.03
EX. 6" W.M. - FIELD VERIFY
- D EX. 2" GAS - FIELD VERIFY
PR. 10" STM T/P 777.35

UTILITY NOTE

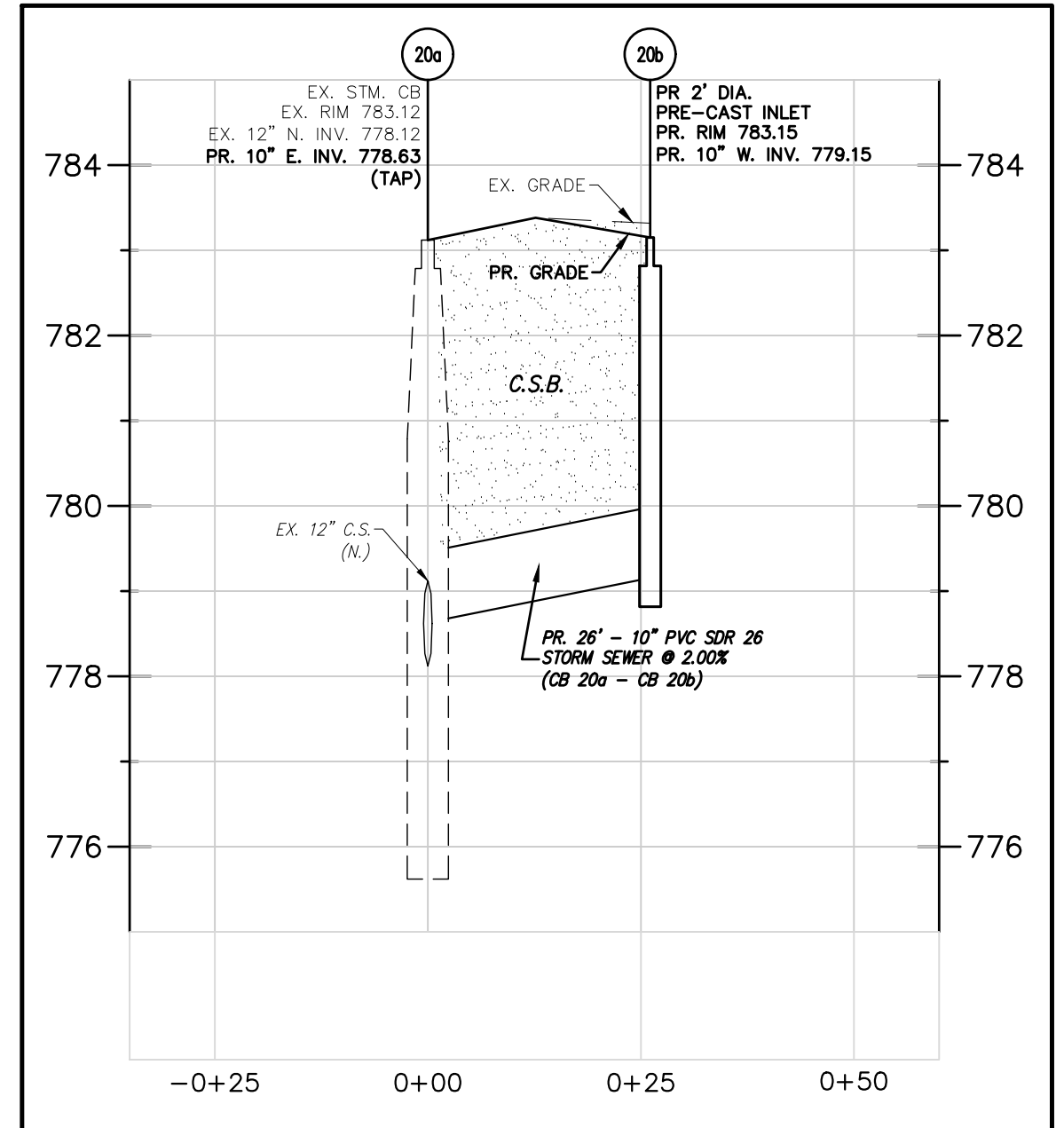
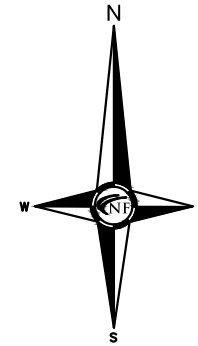
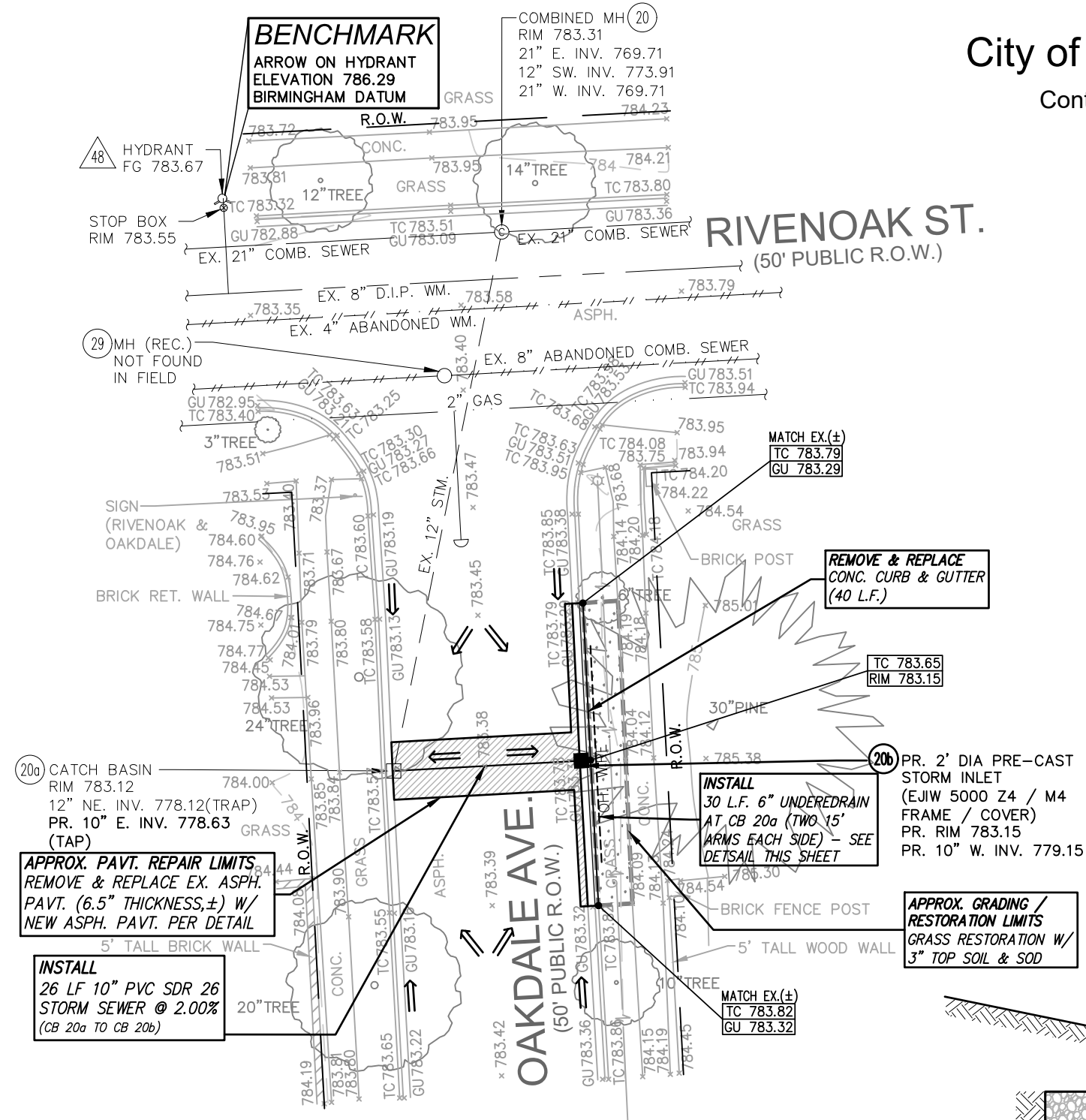
THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

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

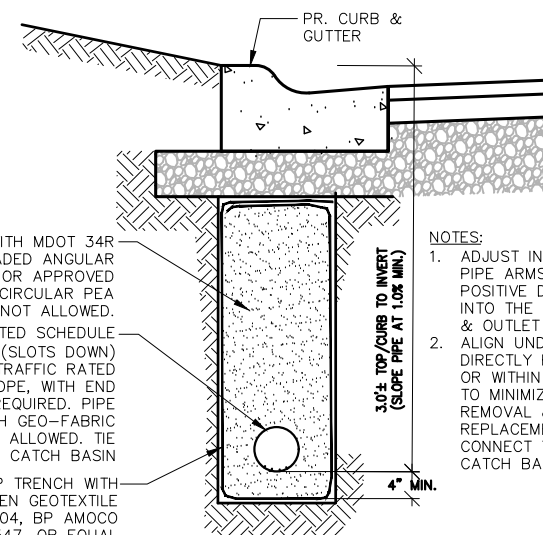
PREPARED FOR:
City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 20'	02-21-2019	C.D.	K770	C3

Contract #7-19(S)



OAKDALE AVE. PR STORM PROFILE
SCALE: 1"=20' HORIZONTAL
1"=2' VERTICAL



NOTES

1. ADJUST INVERT OF 6" PIPE ARMS TO PROVIDE POSITIVE DRAINAGE INTO THE CATCH BASIN & OUTLET PIPE INVERT.
2. ALIGN UNDERDRAIN DIRECTLY BELOW CURB OR WITHIN GREENBELT TO MINIMIZE ASPH. REMOVAL & REPLACEMENT. CONNECT TO PROPOSED CATCH BASIN.

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

6" PERFORATED PIPE UNDERDRAIN DETAIL

N.T.S.

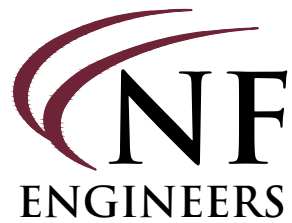
SCALE
1" = 20'

DATE
02-21-2019

DRAWN
C.D.

JOB NO.
K770

SHEET
C4



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

PREPARED FOR:



Engineering Department
151 Martin Street
Birmingham, MI 48012

DATE: March 15, 2019

TO: Joseph A. Valentine, City Manager

FROM: Theresa C. Bridges, Assistant City Engineer

SUBJECT: Acceptance of Forest Hills Lane and Martin Street; and
Act 51 Mileage Certification for Street Systems

INTRODUCTION:

The state issues gas tax revenues to every City based on the certified mileage each city maintains, as described in Act 51 of 1951. Each year, the Michigan Dept. of Transportation (MDOT) asks the local Street Administrator to sign a map confirming that the mileages shown on the map are correct for the purposes of gas tax payments to the City. Because Birmingham is a developed City, we generally submit the map with no changes posted. This year, we have two additions to the map and mileage: Forest Hills Lane, south of E. Lincoln Avenue, and Martin Street, west of Chester Street.

BACKGROUND:

Forest Hills Lane - Due to redevelopment in one area, a lot split approved in 2013 resulted in the construction of two public streets at the east end of E. Lincoln Avenue, east and south of the previously existing terminus. The length of the street that extended E. Lincoln Avenue to the east was previously accepted by resolution and added to the Act 51 map accordingly. As was noted at that time, the right-of-way portion to the south was set aside for a future road that will service other properties in the area. The street to the south, Forest Hills Lane, has recently been constructed and opened to the public. The new street adds about 288 ft. to our Local Street system mileage.

Martin Street – Although originally platted as a through street, the majority of the block between Southfield Rd. and Chester St. was abandoned in 1951 and 1962 when properties on both sides of the street were owned by Birmingham Public Schools. As a result, the block acted as a disconnected driveway into the Chester St. Parking Structure for many years. More recently, the entrance to the structure has been reconstructed, and the street again acts as a through local street, in accordance with the 2016 Plan. The portion of Martin St. between Chester Street and the entrance to the parking structure can be added to the Act 51 map accordingly, adding about 263 feet to our Local Street system mileage.

LEGAL REVIEW:

The Engineering Department prepared the resolutions in the format that MDOT has requested. The City Attorney's Office has reviewed and approved the suggested

resolutions.

FISCAL IMPACT:

The addition of the mileage to the City's Act 51 Local Street System will slightly increase the amount of funding received from MDOT annually.

SUMMARY:

Suggested resolutions have been prepared below in a format that MDOT has requested. If approved by the City Commission, the resolutions will be certified and sent to MDOT to allow these changes to be reflected in our official certified mileage totals.

ATTACHMENTS:

New Street Acceptance Resolution of Forest Hills Lane
New Street Acceptance Resolution of Martin Street
Map of Forest Hills Lane
Map of Martin Street
MDOT Form 2008B Additions and Deletions to City or Village Local Street System

SUGGESTED RESOLUTION:

To adopt the new Street Acceptance Resolutions for Forest Hills Lane and Martin Street respectively and forward certified copies of their resolutions to the Michigan Department of Transportation for inclusion on Act 51 distributions.

Resolution No. _____

NEW STREET ACCEPTANCE

FOREST HILLS LANE

WHEREAS, the City's Act 51 Street Administrator is requesting formal acceptance of Forest Hills Lane; and

WHEREAS, that said street is located within a City right-of-way that is under the control of the City of Birmingham; and

WHEREAS, the City of Birmingham accepts the new concrete pavement constructed by others within said right-of-way; and

WHEREAS, that Forest Hills Lane, as it extends south from E. Lincoln Avenue, is now fully open and utilized by the public since December 31, 2018; and

NOW THEREFORE BE IT RESOLVED by the Birmingham City Commission:

That the center line of the newly accepted Forest Hills Lane is described as follows:

Commencing at the southeast corner of Lot 907 of "Sheffield Estates No. 1" as recorded in Liber 44 of Plats, Page 40, Oakland Co. Records, said point being distant S89°57'28"E 1,311.85 ft. and N00°19'55"E 1,728.45 ft. from the south ¼ corner of Section 31; thence along the east line of said "Sheffield Estates No. 1" N00°19'65"E 489.80 ft.; thence S89°46'01"E 20.00 ft. to the Point of Beginning; thence N00°24'27"E 288.35 ft. to a point on the centerline of E. Lincoln Avenue and Point of Terminus.

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

That said street is accepted into the City of Birmingham Local Street System, and was open to the public as of December 31, 2018.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Birmingham of Oakland County, Michigan, at a regular meeting held March 11, 2019 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cherilynn Mynsberge, City Clerk

Resolution No. _____

NEW STREET ACCEPTANCE

MARTIN STREET

WHEREAS, the City's Act 51 Street Administrator is requesting formal acceptance of Forest Hills Lane; and

WHEREAS, that said street is located within a City right-of-way that is under the control of the City of Birmingham; and

WHEREAS, the City of Birmingham accepts the new concrete pavement constructed by others within said right-of-way; and

WHEREAS, that Martin Street, between Southfield Road and Chester Street, is now fully open and utilized by the public since December 31, 2018; and

NOW THEREFORE BE IT RESOLVED by the Birmingham City Commission:

That the center line of the newly accepted portion of Martin Street is described as follows:

Commencing at the North ¼ corner of Section 36, thence S88°15'00"W 939.92 feet along the centerline of the north line of said Section 36, thence S01°30'00"E 239.01 feet; thence S01°43'29"E 30.07 feet to the Point of Beginning; thence N88°07'27"W 262.78 feet along the centerline of Martin Street (60 feet wide) to the Point of Terminus.

That said street is located within City right-of-way or City property, and is under the control of the City of Birmingham.

That said street is accepted into the City of Birmingham Local Street System, and was open to the public as of December 31, 2018.

CERTIFICATION

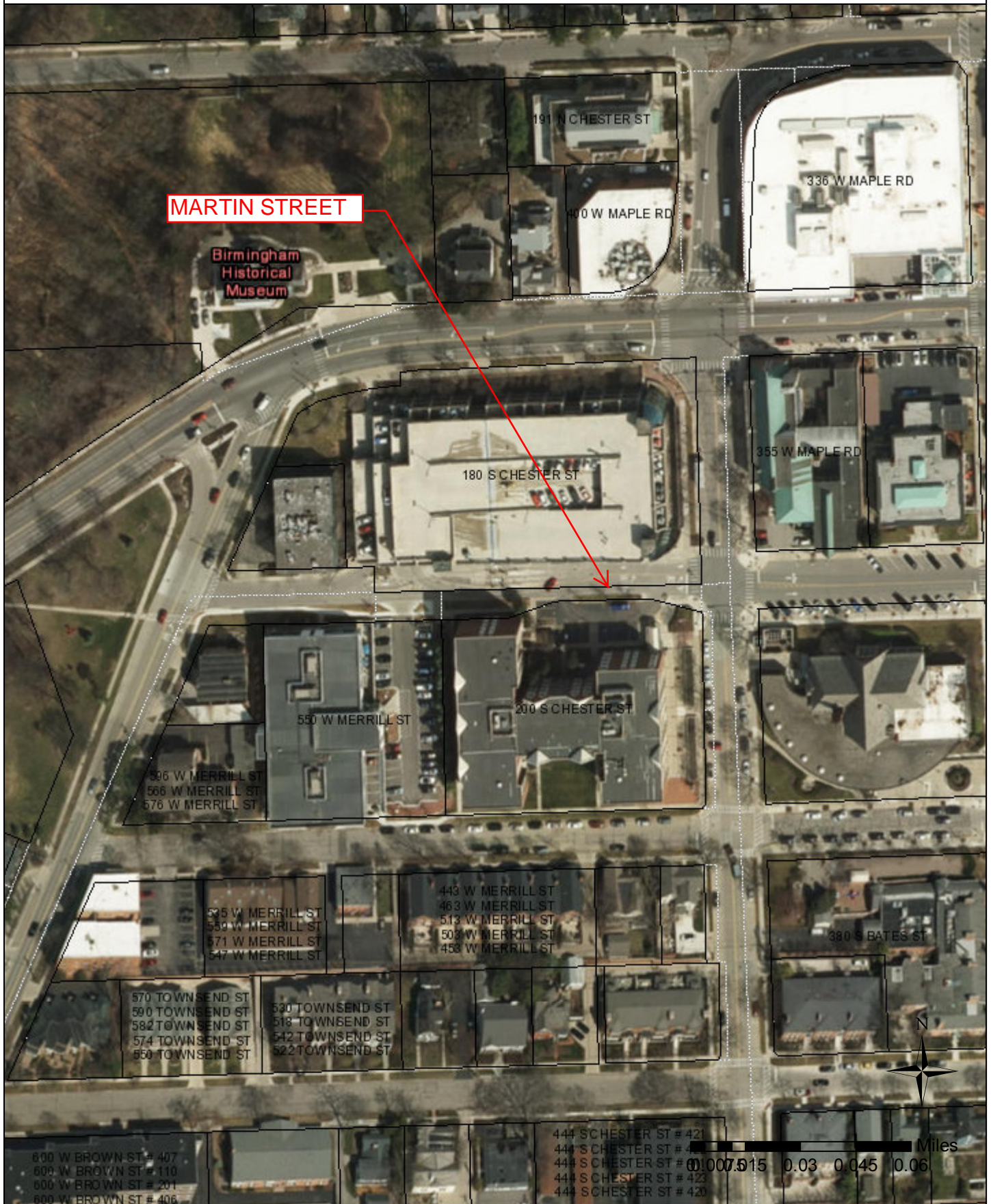
I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Birmingham of Oakland County, Michigan, at a regular meeting held March 11, 2019 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cherilynn Mynsberge, City Clerk

FOREST HILLS LANE



MARTIN STREET



ADDITIONS AND DELETIONS TO CITY OR VILLAGE LOCAL STREET SYSTEM DURING CALENDAR YEAR 2018

INSTRUCTIONS: Complete form and mail to Michigan Department of Transportation, Bureau of Transportation Planning, P.O. Box 30050, Lansing, MI 48909.

[illegible]

Museum Board resignation

1 message

Lori Eaton <lcceaton@gmail.com>

Fri, Mar 15, 2019 at 4:09 PM

To: cmynsberge@bhamgov.org

Cc: Leslie Pielack <lpielack@bhamgov.org>

Dear Cherilynn,

It is with regret that I write to you to resign my position on the Birmingham Museum board. My husband and I are selling our home and as of May 1, 2019 will no longer be residents of the City of Birmingham. I understand that residing in the city is a condition of board service. I will attend my final board meeting as a member at the April 2019 meeting.

Please accept this email as my official resignation. I have enjoyed the almost two years of service to the city as a board member. Please let me know if you need any additional information from me.

Sincerely,

Lori Eaton

Lorraine (Lori) Eaton

lcceaton@gmail.com

248-797-7648 (mobile)

SUGGESTED RESOLUTION:

To accept the resignation of Lori Eaton from the Birmingham Museum Board, to thank her for her service, and to direct the City Clerk to begin the process of filling the vacancy.

DATE: March 14, 2019

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Maple Rd. Reconstruction Project
Southfield Rd. to Woodward Ave.
Internal Investigation of Sewer Laterals

INTRODUCTION:

The Engineering Dept. and its consulting team are now preparing construction documents for the reconstruction of Maple Rd. from Southfield Rd. to Woodward Ave. Similar to the Old Woodward Ave. project completed last year, City records for several of the old commercial buildings are incomplete with respect to sewer connections. In order to improve the accuracy of the final plans, additional investigation is needed.

BACKGROUND:

A major goal of the Maple Rd. project is to renew and replace all underground infrastructure to the greatest extent possible. Similar to Old Woodward Ave., City records relative to how several of the commercial buildings along this corridor are connected to the sewer system is unclear. The uncertain nature of the sewer system is the result of several factors, such as:

- 1) The average age of the buildings.
- 2) The lack of improvements that have occurred along this corridor in several decades.
- 3) The opportunity to connect to other sewers, such as alley sewers, or connections to other streets.

In order to keep uncertainties to a minimum during construction, it is important that an internal sewer investigation be conducted at this time. The investigation would be completed by hiring a contractor that can operate a sewer camera that can be launched from the main line sewer up into each sewer lateral encountered. Doing so will allow us to verify if the connection is still active and needs to be replaced, or if it has been abandoned for many years.

A similar investigation was conducted for the 2018 Old Woodward Ave. Reconstruction Project. As shown on the attachments, the Engineering Dept. bid a contract with similar work in March, 2017, which proved to be very helpful and worthwhile. Much needed information of the underground sewer system was logged, which was then made a part of the final construction documents. The contractor hired for this work, Pipetek, was very good to work with, and completed the project with minimal assistance from our staff. The contract has been kept open, and the managing director has indicated that they are willing to conduct a similar investigation for the City on Maple Rd. using the 2017 contract prices.

We have estimated the amount of work that is expected for this project, which is attached. Based on the 2017 contract price schedule, we estimate that the value of the extra work totals \$8,530. (The value is less because the overall quantity of existing sewers within the project area is less.)

As can be seen from the bid results previously, the prices that Pipetek charged are reasonable compared to competitors. Plus, we are confident that they are capable of completing this work in a competent manner. Since the quantity of work needed at this time is less, making it less desirable, we do not think that re-bidding this work would result in any meaningful cost savings, and would likely result in a cost increase.

LEGAL REVIEW:

The offer to extend the contract terms has been reviewed and approved by the City Attorney's office. The contractor has been apprised of the work area and quantity, and understands the expectation that the work must be completed prior to April 30, 2019. A revised certificate of insurance will be provided before work begins.

FISCAL IMPACT:

The cost of this work is estimated at \$8,530, and will be charged to the Sewer Fund. The expenditure is considered extremely worthwhile given the potential for costly delays and problems that could occur during construction if this information is not gathered in advance.

SUMMARY

It is recommended that the City Commission authorize the extension of the Old Woodward Ave. Sewer Video Inspection Contract, to Pipetek Infrastructure Services, Inc., to complete similar work on Maple Rd., at a total cost of \$8,530.00.

ATTACHMENTS:

- Offer to extend contract from Pipetek Infrastructure Services, Inc.
- Schedule of estimated contract values, using previous contract unit rates.
- Contract award memo dated March 17, 2017.
- Bid results from original request for proposals.
- Original signed contract with Pipetek.

SUGGESTED RESOLUTION:

To approve an extension of the Old Woodward Sewer Video Inspection Contract, to conduct similar work on the Maple Rd. Reconstruction Project area, at 2017 contract prices, to Pipetek Infrastructure Services, Inc., in the amount of \$8,530.00, contingent upon submittal of the required updated insurance certificate. All costs shall be charged to account number 590-536.001-981.0100.



861 William
Plymouth, MI 48170
Tel: 248-880-6965

Paul O'Meara
City Engineer
City of Birmingham, MI

3/15/19

Mr. O'Meara,

Re: Maple Rd. Internal Sewer Lateral Investigation

Pipetek Infrastructure Services would gladly assist the City of Birmingham with their lateral sewer inspection project for Maple Road.

We will hold our pricing for this work from our open contract from previous work on Old Woodward.

We understand that time is of the essence and work must be completed by the end of April, which we are capable of meeting this deadline.

We appreciate your consideration and business.
Thank you, all the best.

Regards,

Kyle Dehne
Managing Director
Pipetek Infrastructure Services

A handwritten signature in black ink, appearing to read "K. Dehne". The signature is written in a cursive, flowing style.

Maple Sewer Lateral Video Inspection Project

				Pipetek	
No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
GENERAL PAY ITEMS					
1	Mobilization	1	LS	\$ 500.00	\$ 500.00
2	Clean Sewer 15"	-	LF	\$ 2.00	\$ -
3	Complete Video Inspect 15" Sewer	-	LF	\$ 1.50	\$ -
4	Clean Sewer 8" to 12" Sewer	-	LF	\$ 2.00	\$ -
5	Complete Video Inspect 8" to 12" Sewer	-	LF	\$ 1.50	\$ -
6	Video Inspect Sewer - Laterals Only	740	LF	\$ 0.50	\$ 370.00
7	Video Inspect Sewer Laterals	28	EA	\$ 195.00	\$ 5,460.00
8	Traffic Control	1	LS	\$ 2,200.00	\$ 2,200.00
SUBTOTAL GENERAL PAY ITEMS				\$ 8,530.00	
TOTAL BID				\$ 8,530.00	



MEMORANDUM

Engineering Dept.

DATE: March 17, 2017
TO: Joseph Valentine, City Manager
FROM: Austin W. Fletcher, Assistant City Engineer
SUBJECT: Old Woodward Sewer Video Inspection

As you know, our office is currently preparing to reconstruct Old Woodward Ave (from Willits St. to Brown St.). In preparation for this project, the City plans to inspect and clean the sewers within the project area. This work is important to prepare the sewers for lining and to identify the locations of the sewer laterals. Due to the long history of the sewers in this area, much of which is not documented, we recommend this extra step on this project to better identify where all buildings are currently connected.

On March 9, 2017, the Engineering Department opened bids on the above-referenced project. Four (4) contractors submitted bids for this project. A bid summary is attached for your reference.

The low bidder was Pipetek Infrastructure Services of Plymouth, MI with their base bid of \$20,575.00. While we have not worked with Pipetek Infrastructure Service in the past, staff has checked the references provided and were given positive responses. The company has performed similar work for several clients. We are confident that they are qualified to perform satisfactorily on this contract.

The project includes the cleaning and inspecting of several sections of combined sewer in preparation for lining as part of the Old Woodward Reconstruction project as well as locating the sewer laterals within the project area. This will greatly assist during construction to help ensure that all necessary laterals are reconnected to the new sewer(s).

The work on this project is expected to commence in early April with a contract completion date of May 19, 2017.

As is required for all of the City's construction projects, Pipetek Infrastructure Services has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

It is recommended that the Old Woodward Sewer Video Inspection, be awarded to Pipetek Infrastructure Services of Plymouth, MI in the amount of \$20,575.00. All costs will be charged to the Sewer Fund, account number 590-536.001-981.0100.

SUGGESTED RESOLUTION:

To award the Old Woodward Sewer Video Inspection, to Pipetek Infrastructure Services of Plymouth, MI in the amount of \$20,575.00 to be charged to account number 590-536.001-981.0100.

CITY OF BIRMINGHAM

OLD WOODWARD SEWER VIDEO INSPECTION

BID SUMMARY

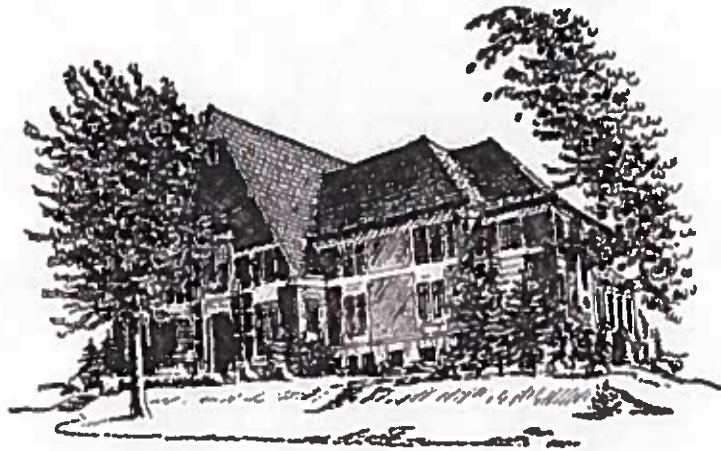
March 9, 2017 - 2:00 PM

Company Name	Addendums	5% Bid Security	Base Bid
--------------	-----------	-----------------	----------

[illegible]

OLD WOODWARD SEWER VIDEO INSPECTION PROJECT

February 2017



**CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT**

Contractor's Name: PIPETEK INFRASTRUCTURE SERVICES

ENGINEER'S COPY

TABLE OF CONTENTS

NUMBER PAGES

SECTION NAME

BIDDING REQUIREMENTS - CONTRACT PROVISIONS

00001	Title Page	1 Page
00010	Table of Contents	1 Page
00100	Advertisement to Bid	2 Pages
00200	Instructions to Bidders	4 Pages
00210	Supplemental Instructions to Bidders	2 Pages
00400	Proposal.....	6 Pages
00500	Agreement.....	2 Pages
00610	Performance Bond.....	2 Pages
00640	Payment Bond	2 Pages
00700	General Requirements.....	12 Pages
00805	Supplemental Project Notes	4 Pages
01210	Request for Partial Payment Form	2 Pages
01220	Request for Final Payment Form	4 Pages
01300	Work Directive Form	1 Page

TECHNICAL SPECIFICATIONS

02140	Dewatering.....	2 Pages
02704	Internal Sewer Inspection.....	8 Pages
02751	Cleaning of Sewer Lines	2 Pages

SUPPLEMENTAL INFORMATION

Table of Sewers to be Inspected.....	1 Page
Sewer Inspection Area Map	1 Page
Iran Sanctions Act Vendor Certification Form.....	Appendix A

**CITY OF BIRMINGHAM
OLD WOODWARD VIDEO INSPECTION PROJECT
FEBRUARY 2017**

ADDENDUM No. 1

Friday, March 3, 2017

In response to inquiries on the above Project and/or changes to the plans, the following addenda items are to be included by all bidders in the work of this Project:

GENERAL

1. All bidders shall note receipt of this Addendum No. 1 on the outside of the envelope containing their bid and on the proposal form. This addendum contains two (2) pages.
2. The date, time, and place of the bid opening are unchanged by the issuance of this addendum. Bids will be accepted at the City of Birmingham Clerk's office until 2:00 PM, local time on Thursday, March 9, 2017. The bid opening will follow in the City Commission Room on the second floor.
3. The during the bidding process the following questions have been raised (answers are in **RED**):
 - A. Will we be able to leave our equipment at one of your facilities? **Up to one (1) truck may be stored in a locked facility; other items may be left in a remote City lot (approximately 1.5 miles away).**
 - B. Will the water be provided? **The Contractor may either use a hydrant at the DPS yard or one designated hydrant, provided the Contractor pumps it dry every day it is used (Section 00805-3, item #15). Are there any associated costs? There is no cost associated with either option described above.**
 - C. Is disposal the Contractor's responsibility? **Yes.** Can we use the same facility as the City, if we pay you for disposal? **No.**
 - D. Can we decant the water off into the sanitary before taking the solids away? **Water can be disposed of at the DPS yard before disposing of the solids.**
 - E. Will the City assist in the traffic control based on the tight street clearances with manholes? **No, the City Inspector will only provide/give guidance in regards to traffic control.**
 - F. Why does the pricing page include two (2) separate pay items (#6 & 7) for CCTV Laterals? **Pay Item #6 – "Video Inspect Sewer – Laterals Only" is intended for inspecting main line sewers to determine the sewer lateral locations only, no inspection of the main line sewer is required and will be paid for per linear foot (LF). Pay Item #7 – "Video Inspect Sewer Laterals" is intended for the inspection of the sewer laterals to determine if they are active, capped, etc. and will be paid per each (EA) lateral inspected.**

- G. What if we encounter roots? Will there be an addendum adding a root cutting pay item? **We do not anticipate roots to be an issue as the sewers are in an urban area with a limited number of trees. In the case that roots are encountered and preclude the Contractor from performing the necessary work, the City will work with the Contractor and negotiate additional compensation.**
- H. What size is the main where the lateral inspection will occur? **It is anticipated that laterals will be inspected in all of the main line sewers within the project area (i.e. 8", 10", 12" & 15").**
- I. Will a pay item be created for cleaning the main line to allow lateral inspection? **The intent is to identify the location of the laterals and to determine if they are active or not. We do not anticipate these sewers will be full of debris as they are routinely maintained. However, if partial cleaning is deemed necessary to perform the work, the City will work with the Contractor and negotiate additional compensation.**
- J. Will there be a pay item created for cleaning catch basins/manholes? **No, is not in the scope of this project.**

4. The Specifications have not been modified by this Addendum.

ATTACHMENTS

None

SECTION 00100

ADVERTISEMENT FOR BIDS

OLD WOODWARD SEWER VIDEO INSPECTION PROJECT

February 2017

CITY OF BIRMINGHAM, MI

Sealed proposals endorsed "Old Woodward Sewer Video Inspection Project" will be received from contractors by the City of Birmingham, at the office of the City Clerk, located at 151 Martin Street, Birmingham, Michigan, until **2:00 p.m., on Thursday, March 9, 2017. The proposals will be publicly read aloud at that time.** Bids submitted after the exact time specified for receipt will not be considered.

The project will consist of cleaning and televising approximately 5,600 linear feet of 8" to 15" combined sewers in the City of Birmingham. This project also includes inspection of sewer laterals. These sewers are generally located within Old Woodward pavement between Oakland Ave. and Brown St, and Maple Rd. between Peabody and Henrietta. Bidders shall review and comply with all Contract Documents, and supplemental information, as defined in the Instructions For Bidders.

Bidding documents for the project may be obtained after 2:00 PM on Wednesday, March 1, 2017 from the City's Engineering Department, located on the second floor of City Hall, at 151 Martin Street, Birmingham, MI 48009 (248)-530-1850. Complete sets of bidding documents may be obtained for a nonrefundable fee of \$30.00 each if picked up from the above location, \$35.00 if mailed. Bidding documents may also be sent in PDF format by email or mailed on disc for \$15.00. Payment shall be in the form of a check made payable to the City of Birmingham, which must be received prior to mailing of the plans and specifications. Bidding documents may also be shipped by FedEx, upon receipt of the \$30.00 payment noted above, and a FedEx number to charge shipping costs to.

Bidding documents for the project may also be obtained through the Michigan Inter-Governmental Trade Network (MITN), which may be accessed online at <http://www.govbids.com/scripts/mitn/public/home1.asp>

The successful bidder shall be required to post bonds, and to comply with the contract requirements of the City Charter. Bids are firm, and no bid may be withdrawn for a period of sixty (60) days after opening of bids.

Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham. The City reserves the right to reject any and all bid proposals, to waive any irregularity in any of the bid proposals submitted, and to accept any proposal which it shall deem to be the most favorable to the interest of the City.

A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany each bid proposal.

Cheryl Arft
CITY CLERK

SECTION 200
GENERAL INSTRUCTIONS TO BIDDERS

1.01 CONTRACT PRICE

- A. Proposals are solicited on the basis of unit prices and/or lump sum prices which are to be clearly set forth in the Proposal Form. The final contract price on the accepted proposal will be determined by multiplying the number, or fraction thereof, units of work actually performed, or labor, material, or appliances actually supplied by the price designated for such items in the proposal. The total bid figure on the proposal form is merely for purposes of estimating and comparing costs, and under no circumstances on unit price contracts does it constitute or imply the total contract price.

1.02 FORM OF PROPOSAL

- A. All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the City Engineering Department.
- B. All prices stated in the proposals must be plainly written in figures.
- C. All information called for on the proposal must be furnished to enable a fair comparison of the bids.
- D. The place of residence of each bidder, or the official address in the case of a firm or company, with county and state, must be given with the signature.
- E. Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Birmingham, and endorsed upon the outside with the name of the project, as it appears in the advertisement for bids.

1.03 CONFORMITY TO PLANS AND SPECIFICATIONS

- A. Proposals must be made in full conformity to all the conditions, as set forth in the plans and specifications for the work now on file in the office of the City Engineer.

1.04 AGENCY

- A. Anyone signing a proposal as agent of another or others, must submit with the proposal, legal evidence of his authority to do so.

1.05 LEGAL STATUS OF BIDDER

- A. The legal status of the bidder, that is, as a corporation, a partnership or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give title of the official having authority under the bylaws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

1.06 CERTIFIED CHECK, BIDDER'S BOND OR BANK DRAFT

- A. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than five (5) percent of the total price, drawn to the order of the City of Birmingham, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.
- B. No proposal shall be withdrawn for a period of sixty (60) days after the date set for the opening of bids.

- C. A single check, bond or draft may serve to cover two (2) or more alternative proposals when such alternative proposals are submitted by the same bidder.
- D. The bid deposit of all except the three (3) lowest bidders will be returned within three (3) weeks after the opening of bids. The bid deposit of the three (3) lowest bidders will be returned within two (2) weeks after the contract has been executed by both parties.

1.07 OBLIGATION TO EXECUTE CONTRACT

- A. The bidder whose proposal is accepted will be required to execute the contract, and to furnish sureties hereafter specified, within fourteen (14) days after receiving notice of such acceptance; and in case of his refusal or failure to do so, he shall be considered to have abandoned all his rights and interest in the award, and his bid deposit may be declared to be forfeited to the City, as liquidated damages and not a penalty, and the contract may be awarded to another.

1.08 BONDS

- A. The successful bidder will be required to furnish two (2) bonds, each on the forms provided as follows:
 - 1. A Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
 - 2. A Payment Bond for labor or material running to the claimants, which is defined in MCL §129.206 as those persons supplying labor or materials to the principal contractor or subcontractors in the prosecution of the work provided for in this contract in an amount not less than 100% of the contract price for the protection of those persons supplying labor, materials or both.
- B. The cost of all bond premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required bonds.

1.09 INDEMNITY

- A. The Contractor shall indemnify the City of Birmingham in accordance with the INDEMNITY section set forth in the General Requirements.

1.10 INSURANCE

- A. The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The cost of all insurance premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required insurance coverage.
 - 1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - 2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following

extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds. The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.
 5. **Pollution Liability Insurance:** CONTRACTOR shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
 6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
 7. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- B. **Proof of Insurance Coverage:** The Contractor shall provide the City of Birmingham at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below:
1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 4. Original policy, or original binder pending issuance of policy, for Owners Contractors Protective Liability Insurance;
 5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- C. **Coverage Expiration:** If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.
- D. **Maintaining Insurance:** The CONTRACTOR also agrees to provide all insurance coverage as specified. Upon failure of the CONTRACTOR to obtain or maintain such insurance coverage for

the term of the agreement, the City of Birmingham may, at its option, purchase such coverage from the contract amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

1.11 EXAMINATION OF SITE

- A. It is expected that each bidder will make a personal examination of the entire site of the proposed work, and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained first hand information concerning any probable interference and the available facilities for transporting, handling and storing of construction equipment and materials, and concerning other conditions which may affect his work.

1.12 LEGAL CONDITIONS

- A. Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan, and in the ordinances and regulations of the City of Birmingham and Oakland County, with respect to the carrying on of public improvements.

1.13 BIDDER'S ABILITY

- A. It is the intention of the City to award the contract for this job to a contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for at least three (3) references concerning his ability to do this particular class of work, and a reference list of the last five (5) projects, including those not completed or currently being performed. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If the contract is awarded to a foreign company, a certificate of authority to do business in this state must accompany executed contract.

1.14 PAYMENTS

- A. Partial payments will be made monthly to the Contractor during the satisfactory progress of the working accordance with the Payments section of the General Requirements.

1.15 RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS

- A. The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal, if it appears advantageous to the City to do so.
- B. In particular, any alterations, erasure or interlineation in the Specifications which are made a part, specifically, of these instruments, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein.
- C. Proposals which are clearly unbalanced, will also be considered as irregular, and will be subject to instant rejection by the City.

END OF SECTION

SECTION 00210

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. TIME OF COMPLETION

All work on this contract shall be completed by May 12, 2017. Contract award is anticipated on March 27, 2017. Completion of the work shall include submitting copies of the recorded televised sewer inspections and all reports, including the manhole inspection reports.

2. LIQUIDATED DAMAGES

The contractor shall pay to the City of Birmingham as liquidated damages, the sum of \$500 per day for each calendar day after the time period specified under "Time of Completion" that the work to be performed by the contractor is not completed. Liquidated damages are established to compensate the City and the public, for the costs of the inconvenience caused by the contractor by extending the work beyond the time specified. Liquidated damages are not in place of actual damages, which the City of Birmingham might sustain, and are not intended as a penalty.

3. CONTRACTOR SUPERVISION

The contractor shall have a competent superintendent or foreman available at all times, authorized to act for the contractor as agent on the work, who thoroughly understands the plans and specifications, and who shall receive instructions from the engineer. The superintendent or foreman shall be responsible for all subcontractors. The superintendent or foreman shall be designated by name prior to commencement of the work, and shall be available ON SITE for proper management of the project for the duration of the contract, regardless of whether or not the contractor or subcontractors are engaged in activity on the project.

4. WORK AREA

The contractor for this project shall be alert to the fact that the work areas are visible to the public, and that his work operations have a direct impact on a large number of people on a daily basis. The work shall be organized to reduce the number of work days to a minimum. Also, the contractor shall keep the work area as orderly, clean and dust-free as practical at all times.

5. TASKS REQUESTED

This project is to clean and inspect sewers using closed circuit television methodology and digital recording onto DVD and producing logs of the sewer system sections requested, as shown on the maps attached to these specifications. The purpose of this work is to provide an assessment of the conditions of the sewer system, including the laterals, so that the City can evaluate the feasibility of lateral replacement and/or re-lining the main. The sewers to be televised are generally within the Old Woodward pavement section, and will be **subject to strict traffic control requirements** as listed in Section 0805. All manholes are located within the City's right-of-way. The contractor is required to visit each site to determine the work required prior to submitting his bid.

Bidders are advised that the drainage area for the larger sewers is quite large, and the flows coming through it will be significant. The Contractor awarded the project will be expected to employ specialized equipment designed to inspect large sewers operating under heavy flows.

6. CONFORMANCE TO IRAN ECONOMIC SANCTIONS ACT

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

B. Each Contractor submitting a bid on this project shall include a completed copy of the form contained in Appendix A of these specifications with their bid certifying that they have full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. that the Contractor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Contractor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Birmingham.

END OF SECTION

SECTION 00400 – PROPOSAL

OLD WOODWARD SEWER VIDEO INSPECTION PROJECT

TO THE CITY OF BIRMINGHAM, MICHIGAN:

The undersigned, being familiarized with the local conditions affecting the cost of the work and the Contract Documents including all those sections listed in the Index, hereby proposes to perform everything noted herein and to provide and furnish all labor, materials, except as otherwise specified, necessary to construct and complete in a workmanlike manner all of the work required to be performed for **Old Woodward Sewer Video Inspection Project** in conformance with the requirements shown or implied in the above contract documents all of which are hereby made a part of this contract at the following unit price as here stated and further defined in the specifications.

Bidder has examined copies of all Contract Documents and of following addenda:

Date	Addendum Number
<u>FRIDAY, MARCH 3, 2017</u>	<u>ADDENDUM No. 1</u>
_____	_____
_____	_____

Bidder must write out in words the unit price of each item on the line provided under each pay item.

NO.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
1.	Mobilization @ _____	1	LS	500 . 00	\$ 500.00
2.	Clean Sewer 15" @ _____	1,000	LF	2.00	\$ 2,000.00
3.	Complete Video Inspect 15" Sewer @ _____	1,000	LF	1.50	\$ 1,500.00
4.	Clean 8" to 12" Sewer @ _____	1,100	LF	2.00	\$ 2,200.00
5.	Complete Video Inspect 8" to 12" Sewer @ _____	1,100	LF	1.50	\$ 1,650.00
6.	Video Inspect Sewer – Laterals Only @ _____	3,500	LF	0.50	\$ 1,750.00

NO.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
7.	Video Inspect Sewer Laterals @	45	EA	195.00	\$8,775.00
8.	Traffic Control @	1	LS	2,200.00	\$2,200.00

TOTAL BID:

\$ 20,575

TOTAL BID: (WRITE OUT IN WORDS):

TWENTY THOUSAND FIVE HUNDRED SEVENTY FIVE

Accompanying this proposal is a certified check, bid bond or bank draft in the amount of five (5) percent of the total bid, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and insurance as specified within fourteen (14) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

In submitting this bid, it is understood that the right is reserved by the City of Birmingham, Michigan to reject any or all bids.

The undersigned hereby agrees to execute a contract with the City of Birmingham, Michigan according to the forms attached hereto and furnish the required bonds and certificates of insurance, all within twenty-one (21) days after the award of the contract; and will fully complete all work as stated under TIME OF COMPLETION and LIQUIDATED DAMAGES in Supplemental Instructions to Bidders.

The Bidder will identify the business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of persons executing proposal and bid.

Contractor's Name PIPETEK INFRASTRUCTURE SERVICES
Street Address 861 WILLIAM
City PLYMOUTH County WAYNE
State/Zip Code 48170
Telephone 248-880-6965 FAX N/A KDEHNE @ PIPEKESERVICES.COM
Date 3/9/17
Signed by [Signature]
Print Name KYLE N. DEHNE
Title MANAGING DIRECTOR / OWNER

If a corporation, give state in which incorporated

Witnessed: [Signature]
Print Name: Michael Hagan

Name of Superintendent _____

Give below at least three references as to ability to do work proposed.

Name MAX GONBY Address 28529 GODDARD RD., ROMULUS, MI 48174

Firm LIQUIFORCE Telephone 734-955-2508

Name STEVE PATTERSON Address 3508 ARMOR ST., PORT HURON, MI 48060

Firm MICHIGAN PIPE INSPECTION Telephone 810-982-6878

Name MIKE ITCH Address 514 S PARKER, MARINE CITY, MI 48039

Firm MARINE CITY PUBLIC WORKS Telephone 810-765-9711

Give below the last five projects worked on, including those currently in progress, in chronological order. The names need not all be different from those listed above:

Project #1: Name of Project: ROCHESTER HILLS REHAB ASSESS (SANITARY)

Date Started 1/30/17 Finished ONGOING

Name BRANDON STANBUR Address 28529 GODDARD RD., ROMULUS, MI 48174

Firm LIQUIFORCE Telephone 734-787-4465

Project #2: Name of Project: CITY OF SANDUSKY - SAN PROJECT

Date Started 2/1/17 Finished 3/1/17

Name STEVE PATTERSON Address 3508 ARMOR ST., PORT HURON, MI 48060

Firm MICHIGAN PIPE INSPECTION Telephone 810-982-6878

Project #3: Name of Project: CITY OF SOUTHFIELD - CCTV CLEAN

Date Started 11/1/16 Finished 1/31/17

Name NATHAN BICKFORD Address 28529 GODDARD RD., ROMULUS, MI 48174

Firm LIQUIFORCE Telephone 734-231-6668

John Thompson

Project #4: Name of Project: GARDEN CITY SANITARY PREP 3 REHABILITATION

Date Started 11/1/17 Finished ONGOING

Name SEAN BERGMAN Address 28529 GORDON RD., ROMULUS, MI, 48174

Firm LIQUIFLORE Telephone 734-231-6346

Project #5: Name of Project: MARINE CITY SAN GRANT SANITARY PROJECT

Date Started 9/26/16 Finished 10/28/16

Name MICHIGAN PIPE INSPECTION Address 514 S PARKER, MARINE CITY, MI 48039

Firm STEVE PATTERSON Telephone 810-765-9711
MIKE JIRICH - DPW 810-982-6878

Give below all the subcontractors to be used on the project: If additional space is necessary, please use the back of this page. Should the contractor wish to use any subcontractors that are not on this list after award, the contractor shall submit a written request to the Engineer and obtain authorization for same, prior to proceeding. All subcontractors not listed must receive written approval from the City of Birmingham, prior to working on this project.

Name N/A Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

END OF SECTION

SECTION 00500

AGREEMENT

THIS AGREEMENT made the 24th day of APRIL, 2017 by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "City", and Pipetek Infrastructure Services of the City of Plymouth, County of Wayne, State of Michigan, hereinafter called the "Contractor", otherwise known as: **OLD WOODWARD SEWER VIDEO INSPECTION PROEJCT** in the amount of \$ 20,575.00 to wit:

1. The documents consisting of RFP, including all exhibits and the General Contract Conditions, and the Bid shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. In the event that there is a conflict between these documents, this Agreement shall control, then the RFP, and then the Bid.

2. The Contractor shall furnish all labor, materials and appliances necessary, and to all the work as set forth in the Proposal, and in accordance with the plans and specifications, which have been made a part of this agreement in a manner, time and place, as therein set forth.

- a. The Contractor shall provide a Performance Bond, which form is attached hereto and incorporated herein by reference to protect the City, and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms hereof.
- b. The Contractor shall provide a Payment Bond which form is attached hereto and incorporated herein by reference for the protection of the claimants as defined in MCL §129.201(6) to supply labor or materials to the principal Contractor or his Subcontractor and the prosecution of the work provided for in this contract.

3. Time is of the essence of this agreement. All of the work to be performed by the Contractor shall be completed on or before the Time of Completion, as set forth in the Supplemental Instructions to Bidders. The Contractor shall pay to the City as liquidated damages, the amount per day as set forth under Liquidated Damages in the Supplemental Instructions to Bidders, for each calendar day after the date specified under Time of Completion that the work to be performed by the Contractor is not completed. Liquidated damages are established because of the difficulty in ascertaining actual damages which the City might sustain, and are not intended as a penalty.

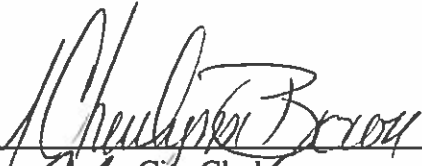

4. The City promises and agrees to pay said Contractor for all labor, materials and appliances supplied, and for all work performed under this agreement at the unit prices provided in the attached Proposals and Specifications.

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

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


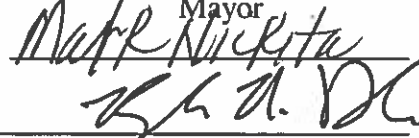

Attest

Witnessed


City Clerk


CITY OF BIRMINGHAM

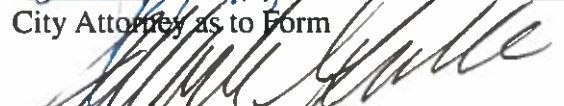
By:


Mayor

By: 
KYLE N. DEANE
Contractor

APPROVAL (1.135 City Code)


City Manager as to Substance


City Attorney as to Form


Director of Finance as to Financial Obligation


City Engineer

END OF SECTION

PERFORMANCE BOND

BOND NO. TS5202626

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned
PIPETEK INFRASTRUCTURE SERVICES, LLC.

as Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA USA

as Sureties, are hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the
sum of TWENTY THOUSAND FIVE HUNDRED SEVENTY FIVE.....00/100

(20,575.00), in lawful money of the United States, for the payment of which we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns this 3RD day
of APRIL, 2017.

WHEREAS, the above bounded Principal has entered into a certain written contract with the
above named City of Birmingham, Michigan dated 27TH day of MARCH, 2017
for the inspection of: OLD WOODWARD SEWER VIDEO INSPECTION PROJECT

which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same
were entirely written herein,

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the work to be performed
thereunder of the specifications accompanying the same shall in anywise affects its obligations on this
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract or to the work or to the specifications.


NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall
fully perform the annexed contract according to the terms thereof, or as such terms may be changed or
modified by mutual agreement, and shall guarantee all work furnished against all defects and incidental

damage to other property for a period of one (1) year following final acceptance of the work, then this obligation shall be void, otherwise the same shall remain in full force and effect.

This Bond is provided in compliance with and subject to the provisions of Act 213 of the Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan for 1972 also known as MCL § 129.201 et. seq.

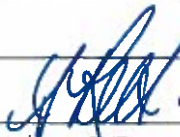
WITNESSED:

PIPETEK INFRASTRUCTURE SERVICE, LLC



KYLE N. DEHUE
Principal

THE GUARANTEE COMPANY OF NORTH AMERICA USA



Surety STEVE REES, ATTORNEY-IN-FACT

PAYMENT BOND

BOND NO. TS5202626

KNOW ALL MEN BY THESE PRESENTS, that we PIPETEK INFRASTRUCTURE SERVICES, LLC
of the 861 WILLIAM ST, PLYMOUTH, MI 48170 USA

hereinafter called the "Principal" and THE GUARANTEE COMPANY OF NORTH AMERICA USA

hereinafter called the "Surety", are held and firmly bound unto those persons known as
"Claimants" as defined in MCL § 129.206(6) supplying labor or materials to the Principal or his
subcontractors and the prosecution of the work provided for in a certain Contract by and between

the City of Birmingham and the Principal in the sum of
TWENTY THOUSAND FIVE HUNDRED SEVENTY FIVE 00/100 Dollars (\$ 20,575.00),

in lawful money of the United States, for the payment whereof, we bid ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally this 3RD day
of APRIL, A.D., 2017.

WHEREAS, the above named Principal has entered into a Contract with the CITY OF
BIRMINGHAM, MICHIGAN dated the 27TH day of MARCH,
A.D., 2017, wherein said principal has covenanted and agreed as follows, to wit:

To furnish all the labor and material for Old Woodward Sewer Video Inspection Project,

WHEREAS, this Bond is given in compliance with an subject to the provisions of Act No.
123 of the Public Acts of Michigan for 1963, as amended by Act. No. 351 of the Public Acts of
Michigan for 1972, also known as MCL § 129.201 et. seq.

NOW, THEREFORE, the condition of this obligation is such that if all persons or
claimants as defined in Public Act 213 of 1963 supplying labor or materials to the principal

PAYMENT BOND
00640-2

WITNESSED:

Principal
THE GUARANTEE COMPANY OF NORTH AMERICA USA

Surety STEVE REES, ATTORNEY-IN-FACT



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Alex Campbell, Graham McIntosh, Irene LeBlanc, Theresa Hedberg, Dina Amaro-Elias, Richard Longland, Paul Hollingworth, Yves Boillard, Benoit Phénix, Nathalie Sanscartier, Cheryl Best-Pope, Olga Iankine, Dan Fletcher, Michel Bourque, Max Fratarcangeli, François Forget, Steve Rees, Nelson de Quintal, Pamela Martin, Sean Deakin, Dana Hammond, Chelsea Fish, Richard Gray, Greg Forsythe, Jody Maillet, Corey Pettit, Stephen Jensen, Maryse Bertrand, Kim Roberts
The Guarantee Company of North America

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of April, 2015.



Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2016

ASSETS

Cash and Short-Term Investments	\$ 56,296,670
Marketable Securities	152,724,094
Premium and Agents Balances (under 90 days)	3,793,752
Reinsurance Receivable on paid losses	3,671,820
Accrued Interest and Dividends	1,126,293
Other Assets	<u>220,511</u>
Total Admitted Assets	<u>\$217,833,140</u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 8,795,674
Unearned Premium Reserve	16,585,684
Accrued Expenses	2,658,127
Ceded Reinsurance Premiums Payable	3,280,155
Taxes, Licenses and Fees Payable	175,373
Federal Income Tax Payable	572,565
Net Deferred Tax Liability	1,746,522
Funds Held	3,409,090
Other Liabilities	<u>55,816</u>
Total Liabilities	<u>\$ 37,279,006</u>

CAPITAL AND SURPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>36,533,164</u>
Total Policyholders' Surplus	<u>\$180,554,134</u>
 Total Liabilities, Capital and Surplus	 <u>\$217,833,140</u>

State of Michigan
County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2016.

Sworn to before me this 3rd day of March 2017.

Cynthia A. Takai
Notary

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

Stephen C. Ruschak
Stephen C. Ruschak, President & COO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2017

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

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

PRODUCER C.L. Finlan & Son, Inc 47784 Halyard Dr Plymouth MI 48170	CONTACT NAME: Mark Capoccia	
	PHONE (A/C, No, Ext): 734-453-6000 FAX (A/C, No): 734-404-2370 E-MAIL ADDRESS: info@finlan.com	
INSURED Pipestek Infrastructure Services LLC 27199 Northline Road Taylor MI 48180	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Auto Owners Insurance Co	18988
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1178746111

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		04782890	9/12/2016	9/12/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		5078289000	7/5/2016	7/5/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		5078289002	9/12/2016	9/12/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Sanitary sewer inspection & cleaning

City of Birmingham including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham 151 Martin Street PO Box 3001 Birmingham MI 48012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

SECTION 700 GENERAL REQUIREMENTS

1.01 DEFINITION OF TERMS

- A. The intent and meaning of words and expressions, or pronouns used in their stead, occurring in these specifications or in other contract documents, shall be interpreted as described under Section 101.03 Definitions of Terms of the Current Standard Specifications for Construction adopted by the Michigan Department of and Transportation, with the following additions or exceptions:
 - 1. City - The corporation of the City of Birmingham, Michigan
 - 2. Commission - The Commission of the City of Birmingham, Michigan, and any other board, body, official or officials to which or to whom the powers belonging to the said Commission shall, by virtue of any act or acts, hereafter passed or be held to appertain.
 - 3. Engineer - The person holding the position or acting in the capacity of City Engineer of the City of Birmingham, Michigan, acting either directly or through his properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
 - 4. Directed, required, permitted, etc. - Whenever in the specifications the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirements or permission of the Engineer is intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable, or satisfactory to the Engineer.

1.02 INTENT OF THE PLANS, SPECIFICATIONS AND CONTRACT

- A. The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon, and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans, or by authorization.

1.03 EXTRA WORK

- A. No extra work shall be started, or extra material furnished, until such extra work or furnishing of extra material is authorized in writing by the Engineer.
- B. The price for such extra work or material must be approved by the Engineer. Said price may be a unit price, a lump sum price, or if the Engineer so elects, the work shall be done on a force account basis, which will be paid for in the following manner:
 - 1. For all labor, teams and foremen in direct charge of the specific work, the Contractor shall receive the actual rate of wage paid for each and every hour that said labor, teams and foremen are actually engaged in such work, plus 20% of the sum thereof.
 - 2. For materials and supplies, the Contractor will receive the actual cost of such materials delivered on the work, including freight charges, as shown by original receipted bills, plus 15% of the sum thereof.
 - 3. For any machinery and equipment owned or rented by the Contractor, which it may be deemed necessary or desirable to use on extra work, the Contractor will be paid at the actual charge-out rate, if reasonable, for his own equipment, or at the actual rental price paid, if

reasonable, for rented equipment for each and every hour that such equipment is used on the work, to which sum 15% will be added.

4. Bond premium, workmen's compensation insurance, personal injury public liability and property damage public liability insurance, unemployment compensation, and Federal Social Security will be paid for at actual cost, to which sum 15% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
5. The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, and the use of small tools and equipment for which no rental is allowed.

1.04 ALTERATION IN CHARACTER OF WORK

- A. Should the Contractor encounter, or the Engineer encounter, during the progress of the work, sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the Engineer's attention shall be called immediately to such conditions before they are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they materially differ from those shown on the plans and indicated in the specifications, he shall at once make such changes in the plans and/or specifications, as he may find necessary.

1.05 COORDINATION OF SPECIFICATIONS AND PLANS

- A. In case of discrepancy, written figures shall govern over numerals, figured dimensions shall govern over scaled dimensions, plans shall govern over standards specifications, supplemental specifications shall govern over standard specifications and plans, and special provisions shall govern over supplemental specifications.
- B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

1.06 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

1.07 INSPECTION

- A. Inspectors may be appointed and directed to inspect all materials used, and all work done. The inspection may extend to all parts of the work, and to the preparation or manufacture of the materials for use in the work. The Inspectors will not be authorized to revoke, alter, enlarge or relax any of the provisions of these specifications, nor to change the plans in particular. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished, or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the

Contractor of the responsibility of completing the work in accordance with the plans and specifications.

- B. The Engineer and his duly authorized Inspector, shall at all times have the right to enter the premises upon which the work under this contract is being done, and to inspect said work and to ascertain whether or not the construction is carried out in accordance with the terms of the contract or specifications; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection.

1.08 SUPERVISION

- A. The Contractor shall give his personal supervision to the faithful prosecution of the work. In case of his absence, he shall have a competent superintendent or foreman on the work site whom shall follow, without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work, and every part thereof in conformity with this contract. He shall also have full authority to supply material and labor immediately.
- B. The Contractor's supervisor shall be responsible to act on behalf of the Contractor. This includes being present or available at all times, making decisions on behalf of the Contractor and Subcontractor, scheduling, monitoring work progress on a continued basis, communicating with City representatives, etc. His name shall be submitted prior to the start of work, with all appropriate ways of contacting him. He shall remain the responsible Contractor's representative throughout completion of the project, including any subcontract work associated with this contract. If it is necessary to replace this person, it shall have the approval of the Engineer.

1.09 TIME AND SEQUENCE OF WORK

- A. The Contractor shall have control over the sequence of order of execution of the several parts of the work to be done under this contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by these specifications and plans, or by the express provisions of the contract.
- B. The Engineer may, however, make such reasonable requirements as may in his judgment be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.
- C. The Contractor shall submit a written work plan prior to starting construction. This shall include a written schedule, critical path or equal, to focus in on the date required for completion. This schedule must be updated periodically (not to exceed two (2) weeks) if it becomes necessary to modify the plan. This does not relieve the Contractor of the responsibility to complete the contract according to contractual stipulations. Any modification to the time schedule must obtain prior written approval from the Engineer.
- D. Once the Contractor has mobilized, the Contractor must execute the contract in a continuous, expeditious manner, and may not suspend prosecution of work without written permission of the Engineer.

1.10 RELATION TO OTHER CONTRACTORS

- A. The Contractor shall so conduct his operations as not to interfere with or injure the work of other Contractors employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him.
- B. Should a contract for adjoining work be awarded to another Contractor, and should the work on one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being, and which shall continue, or whether the work of both

contracts shall continue at the same time and in what manner. In case territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, equipment or materials, as he may adjudge to be necessary or expedient, and in the best interest of the City. Any decision which the Engineer may make as to method and time of conducting work or the use of the territory shall not be made the basis of any claim for damage, but an extension of time may be claimed if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between the Contractor and other Contractors or workmen of the City in regard to adjoining work, shall be determined and adjusted by the Engineer.

1.11 CONSTRUCTION STAKES

- A. The location, alignment, elevation and grade of the work will be determined by the Engineer, who will set such stakes as are necessary to properly mark these elements. The Contractor shall assume full responsibility for detail dimensions and elevations measured from the lines, grades and elevations so established.
- B. The Engineer may require the Contractor, at the Contractor's expense, to provide such masts, scaffolds, batterboards, straightedges, templates or other devices as may be necessary to facilitate laying out, inspecting and constructing the work.
- C. The Contractor shall exercise proper care in the preservation of all stakes set for his use, or for the use of the Engineer, and if such stakes are injured, lost or removed by the Contractor's operations, the cost of resetting may be charged to the Contractor. The Department will be responsible for the accuracy of lines, slopes and grades established by the City, except that the Contractor shall not take advantage of any obvious errors or omissions.

1.12 SOIL CONDITIONS

- A. The Contractor shall make his own determination of the soil conditions and he shall complete the work in whatever materials, and under whatever conditions he may encounter or create, without extra cost of the City.

1.13 MATERIALS FURNISHED BY THE CITY

- A. When specified, the City of Birmingham may furnish materials at no cost to the Contractor. All other materials necessary to complete the project shall be furnished by the Contractor.
- B. Materials to be furnished by the City will be at the Department of Public Works Yard at Eton Road and Holland Avenue. The Department of Public Works will require the Contractor to provide a written authorization from the Engineer before releasing any materials. The Contractor shall load and transport all such materials from the Department of Public Works Yard to the construction site, at his own expense.
- C. The City may, at its discretion, furnish to the Contractor, any materials, supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials, supplies or transportation so furnished.

1.14 STORED MATERIAL

- A. Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted by the City, or by other Contractors in the City employ, or with street drainage, fire hydrants, or with access thereto, and not to hinder any more than may be necessary the ordinary pedestrian or vehicular traffic of the streets. Such material shall be stored in such a manner as to facilitate inspection.

1.15 REJECTED MATERIAL

- A. If any materials used in the work, brought upon the ground, or selected for use in the work shall be condemned by the Engineer on account of bad or improper workmanship, or as being unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove from the work or its vicinity, without delay, all such rejected or condemned material of whatever kind. Upon failure to do so within forty-eight (48) hours after having been so directed by the Engineer, the condemned material may be removed by the City and the cost of said removal deducted from any money that is then due, or that may thereafter become due to the Contractor. No payment shall be made until such materials, work or workmanship has been removed and proper materials and workmanship substituted therefor.

1.16 WATER SUPPLY

- A. Water for construction purposes may be taken from the City mains, at no charge, subject to the rules of the City Water Department. Special approval of the Engineer must be obtained prior to the opening of any fire hydrant.
- B. The Contractor shall provide for his employees an adequate supply of drinking water taken from the City mains.

1.17 SANITARY REGULATIONS

- A. Necessary convenience, properly secluded from public observation, shall be constructed where needed for the use of laborers on the work. Such conveniences shall be located, constructed and maintained, subject to the approval of the Engineer and the collections therein shall be removed at such times, and to such places as he shall direct. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the County Health Department.

1.18 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incident to the due and lawful prosecution of the work. Unless otherwise stated in these contract documents, there will be no charge for any permits required by the City of Birmingham.

1.19 LAWS AND ORDINANCES

- A. The Contractor shall keep himself fully informed of all local ordinances and regulations, state and national laws in any manner affecting the work herein specified. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, said ordinances, laws and regulations, and shall protect and indemnify the City and its duly authorized officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, etc.
- B. The Contractor shall obey and abide by all the laws of the State of Michigan and of the Federal Government relating to the employment of labor on public work and all Charter provisions and ordinances of the City of Birmingham regulating or in respect to public improvements.
- C. The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

1.20 PROPERTY AND SURVEY MONUMENTS

- A. Before any monuments or stakes marking the boundaries of property along or near the work are removed or disturbed, the Contractor shall notify the Engineer in sufficient time so that they can be properly located and reset.
- B. All precautions shall be taken to avoid disturbance of permanent survey monuments of any City, County or State authority, and when any of these are disturbed or destroyed, the Contractor shall restore them to the satisfaction of such authority and shall pay all costs incurred by such authority in connection therewith.

1.21 BUILDING AND OTHER STRUCTURES ENCOUNTERED

- A. Full responsibility shall be assumed by the Contractor for the protection of all buildings and other structures, public or private, including tracks, pavements, driveways, curbs, poles, signs, hydrants, underground pipes and conduits and other structures of every sort that may be encountered in or adjacent to the work.
- B. Wherever settlement or lateral movement of structures might occur, adequate underpinning or other means of support shall be installed. Where necessary, such support shall be installed in advance of construction.

1.22 PROTECTION TO TREES AND SHRUBBERY

- A. The Contractor shall take all prudent and feasible measures that will reduce or eliminate the impacts of development and construction on City owned trees. Trees or shrubbery shall be surrounded by protective cushioning, posts or fencing before construction work begins, if, in the judgment of the Staff Arborist, such precautions are necessary. Further detailed information is included in the supplemental specifications section of the contract if applicable.

1.23 DUST CONTROL

- A. All Contractors working on projects that require removal of the paved surface during construction shall provide dust control as directed by the Engineer, at no additional cost to the City. When weather conditions are such that dusty conditions can be created, the Contractor shall be prepared to take action. When dry conditions are declared by the Engineer, the Contractor shall have a water truck and calcium chloride on site at all times, to be applied as needed. The Contractor shall be pro-active with respect to applying dust control measures as needed.

1.24 PROTECTION AND RESTORATION OF PROPERTY

- A. The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequences of any act or omission on his part, or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may, after forty-eight (48) hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

1.25 RESPONSIBILITY FOR DAMAGE TO WORK

- A. The Contractor shall protect his work and materials from damage, due to the nature of the work, the action of the elements, the carelessness of other contractors, or from any cause whatever, until the completion and acceptance of the work. Should any damage occur, he shall repair or replace it at his own expense, and complete the work to the satisfaction of the Engineer.

1.26 INDEMNITY

- A. To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and any others working on behalf of the CITY OF BIRMINGHAM against, any and all claims demands, suites, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the CITY OF BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or other working on behalf of the CITY OF BIRMINGHAM.

1.27 INSURANCE

- A. The Contractor shall comply with the INSURANCE requirements set forth in the General Instructions to Bidders.

1.28 PUBLIC TRAVEL

- A. The Contractor shall at no additional compensation make suitable and adequate provisions, unless otherwise authorized by the Engineer, for the safe and free passage of persons and vehicles by, over or under the work while it is in progress.
- B. The Contractor shall obtain permission from the Engineering Department to close or block any street. The Contractor shall notify the Engineering Department at least four (4) hours before closing or blocking any street.

1.29 PUBLIC SAFETY

- A. The Contractor shall furnish, erect and maintain a good and sufficient fence, railing or barrier around all exposed portions of his work, to effectively prevent any accident in consequences of his operations and to protect the work. Such fences, railings and barriers shall be illuminated from sunset to sunrise by suitable and sufficient lights, flares or torches, in such a manner as to make them clearly visible to approaching pedestrians and/or traffic.
- B. When equipment and materials are located within the construction site, or within any public right-of-way, the public shall be safe-guarded by suitable and sufficient signs, lights, barricades or other means furnished and maintained by the Contractor.
- C. If any portion of the work is not properly barricaded, signed or lighted by one-half (1/2) hour after sunset, the necessary barricades, signs and lights may be placed by the City and all costs to the City for such work will be charged to the Contractor. The furnishing, erection and maintenance of barricades, signs and lights by the City will not relieve the Contractor of his responsibility for the protection of traffic and the work.
- D. The Contractor shall provide such traffic regulators and watchmen as are necessary to insure safe and convenient travel by the public and to protect the work.
- E. Barricades, signs and lights shall be erected in accordance with the provisions of the Michigan Manual of Uniform Traffic Control Devices.

1.30 MAINTAINING SERVICE TO DRAIN, WATER MAINS, ETC.

- A. The Contractor shall maintain in continuous and effective service all drains, sewers, watercourses and water mains touched during the progress of the work. If it should become necessary to temporarily divert or obstruct the flow of any watercourse or drain, written consent must first be obtained from the Engineer, and then the Contractor shall assume full responsibility for the consequences.

1.31 NOTIFICATION OF UTILITIES

- A. The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least three (3) full working days before commencing such excavating or disturbances.
- B. The rights are reserved to both the City and to the owners of public utilities or franchises to enter upon the work for the purpose of making repairs to their installations and making changes in their installations necessitated by the work.

1.32 SUBLETTING OR ASSIGNING

- A. The Contractor shall perform without subletting, at least twenty-five (25) percent of the work provided for in this contract, computed on the basis of cost.
- B. The subletting of any portion of the contract work shall be subject to approval by the Engineer, but such approval shall not relieve the Contractor of responsibility for the work of such Subcontractors who likewise shall be bound by all pertinent provisions of these specifications. Before any work is sublet, the Contractor shall satisfy the Engineer that the proposed Subcontractor is suitably equipped and experienced in that kind of work, and that he has proper financial resources to enable him to carry it out.
- C. No assignment by the Contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the approval of the Engineer, and the Surety has been given due notice of such assignment in writing.
- D. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

1.33 DISCHARGE OF EMPLOYEES

- A. The Contractor shall employ only competent, skillful persons to do the work. Whenever the Engineer shall notify the Contractor in writing that, in his opinion, any employee on the work is incompetent, impertinent, disobedient, unfaithful, disorderly or otherwise unsatisfactory, that employee shall be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

1.34 PROSECUTION OF WORK

- A. The Contractor shall begin work in accordance with the detailed progress schedule after execution of the Contract by the City. He shall prosecute the work in the order given in the progress schedule, with force and equipment adequate to complete the major items, portions, or sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the progress schedule, or if it appears at any time that such work

is not being prosecuted in such manner as to insure its completion within the time specified, the Engineer shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to the progress schedule; with or without notice to the Surety, place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in his judgment is reasonable, and for such time as the plant and equipment are in service.

1.35 EXTENSION OF TIME

- A. If the Contractor is obstructed or delayed in the prosecution or completion of the work by reason of the neglect, delay or default of any other Contractor having a contract with the City for adjoining or contiguous work; by reason of any damage that may happen thereto by the unusual action of the elements; by reason of the abandonment of the work by the employees in a general strike; the part of the City in doing work or furnishing material, the
- B. Contractor shall have no claim of damages for any such cause or delay. He shall, however, be entitled to such extension of the time specified for the completion of the work as the Engineer shall determine to be just and proper, provided however, that such claim for such extension of time is made by the Contractor in writing to the Engineer within one (1) week from the time when any such cause for delay occurs.

1.36 SUNDAY AND HOLIDAY WORK

- A. No work shall be done on Sundays, or upon any days celebrated as holidays by the City of Birmingham, except in case of emergency, or to protect work from damage or injury. All Sunday or holiday work must have prior written approval of the Engineer.

1.37 NIGHT WORK

- A. No work shall be carried on from 7:00 p.m. to 7:00 a.m., except in case of emergency, or to protect from damage or injury work that has already been done. All night work must have the prior written approval of the Engineer. This provision does not apply to work covered under the provision entitled "shutting off water".

1.38 MEASUREMENT OF QUANTITIES

- A. Quantities of work completed under the contract will be measured by the Engineer according to United States standard measures. When material is measured by weight in tons, the unit shall be the ton of two thousand (2000) pounds.
- B. All longitudinal measurements for area of base courses, surface courses and pavements will be made along the actual surface of the roadway. For all transverse measurements for area of base courses, surface courses and pavement, the dimensions used in calculating the pay area shall be the neat dimensions provided in the plans or by authorization.
- C. Structures will be measured according to neat lines provided on the plans or by authorization.
- D. All materials which are specified for measurement by the cubic yard "Loose Measure" will be measured at the location where used on the project under construction, unless otherwise provided.

1.39 CLEANING UP

- A. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises which he has occupied during the construction period.

- B. Before the time of the final estimate, the Contractor shall remove from the premises, debris, rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such a manner as the Engineer may require.
- C. Before leaving the grounds, the Contractor shall replace and put in good repair all fences, telephone poles and lines, roadways and other property that may have been damaged by him in the progress of the work.

1.40 ENVIRONMENTAL PROTECTION

- A. Contractor shall at all times be responsible to insure that no chemicals, pollutants or other harmful or hazardous materials are spilled, discharged or otherwise released into the environment or onto City property, rights-of-way or into the storm or sanitary systems. Should such a release occur, Contractor shall immediately take action to extract the contaminants and prevent further exposure and damage. Contractor shall immediately contact the City and all other required governmental agencies to assess and determine the necessary and appropriate remediation activities. Contractor shall be responsible for all costs and damages stemming from the release including, but not limited to, the cost to remove and dispose of the contaminant, repair/replace/restore the affected areas, and all costs incurred by the City or governmental agency in response.

1.41 UNNOTICED DEFECTS

- A. Any defective work or material that may be discovered by the Engineer before the final acceptance of the work, or before final payment has been made, shall be removed and replaced by work and material which conform to the specifications. Failure to neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

1.42 FINAL INSPECTION

- A. As soon as practicable, after the completion of all the work covered by the Contract, the Engineer shall make the final inspection of the work. If the work is found to comply with all the terms of the Contract plans and specifications, the Engineer shall accept the completed work with reasonable promptness. If the work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor as to the particular defects to be remedied before final acceptance.
- B. If within a period of ten (10) days after such notification the Contractor has not taken steps to speedily complete the work as outlined by the Engineer, the Engineer may, without further notice to the Contractor and without in any way impairing the Contractor, make such arrangements as he may deem necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due, or which may become due the Contractor.
- C. Use by the City or public of all or any part of the work before acceptance shall not be construed as acceptance of the part used.

1.43 PAYMENTS

- A. Partial payments will be made monthly on the basis of the value of work completed during the estimated period, less the percentages retained as specified herein, provided the work is progressing in accordance with the progress schedule, provided the contract provisions are being fulfilled, and provided the time of completion has not elapsed.
- B. The Contractor shall be responsible to submit requests for partial payments in writing by completing the Request for Partial Payment form supplied in the contract and/or by the City with

the attached appropriate quantities as measured or estimated by the Superintendent. Final payment shall be made by an officer of the company submitting

- C. Final quantities to the Engineer based upon the value of the work performed and materials completed in accordance with the contract. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, "Contractor's Affidavit", stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.
- D. If the Contractor fails to submit a request for a payment, as specified, the Engineer may at his (her) discretion prepare a Contractor's Estimate for such payment.
- E. When submitting a request for partial or final payment, the Contractor shall complete the appropriate forms as included in Section 140 of the Contract. When requesting a partial payment, the Contractor shall submit the "Request for Partial Payment" form and the "Sworn Statement" form. When requesting final payment, the Contractor shall complete the "Request for Final Payment" form and the "Sworn Statement" form.
- F. When the Contractor determines that work will need to be completed outside of the specified pay items, the "Work Directive" form shall be submitted to the Engineer and approved prior to said work commencing.
- G. Except as hereinafter provided, the City will retain ten (10) percent from the partial payments of the amount earned up to fifty (50) percent of the Contract price. After fifty (50) percent of the Contract work is in place, the City will not hold additional retainage, unless the Engineer determines that the Contractor is not making satisfactory progress. If the Engineer determines the Contractor is not making satisfactory progress, the City may retain up to ten (10) percent of the value of the work over fifty (50) percent of the Contract price.
- H. After final acceptance of the Contract work by the Engineer, he shall process a final estimate for the total amount due the Contractor, less the total amount of all previous payments. Except as hereinafter provided, the total amount due the Contractor shall include interest earned on retained amounts from partial payments.
- I. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, affidavit or certificate, stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.
- J. In case evidence exists that all bills with respect to the work have not been paid in full, the Engineer may retain out of any amounts due the Contractor, sufficient sums to cover all such unpaid bills.
- K. Except as hereinafter provided, and at the City's option, a dispute regarding the percent retained from partial payments or regarding payment of interest on retained amounts, shall be settled in accordance with the provisions of Act 524 of the Public Acts of Michigan for 1980.
- L. For a Contract having a dollar value of less than \$30,000.00, or a Contract having three (3) months or less between the date of the Contractor and the Contract Time of Completion:
 - 1. The City will retain ten (10) percent of the amount earned from partial payments.
 - 2. The City will not pay interest on amounts retained from partial payments.
 - 3. The provision to settle disputes in accordance with Act 524 will not apply.

1.44 SETTLEMENT OF DISPUTES

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

1.45 MAINTENANCE AND GUARANTY

- A. The Contractor shall guarantee all the work furnished under this Contract against all defects in workmanship and materials, and incidental damage to other property, for a period of one (1) year following the date of the final acceptance of the work by the City. The Performance Bond shall fully cover all guarantees contained in this article.

1.46 CONFLICT OF INTEREST

- A. The Contractor shall not directly or indirectly employ or otherwise use a City official of the City of Birmingham in conjunction with this contract. If subsequent to entering into the Contract a City official, a spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

END OF SECTION

SECTION 00805

SUPPLEMENTAL PROJECT NOTES

1. GENERAL

These specifications form a part of the Contract Documents for the Old Woodward Sewer Video Inspection project, in the City of Birmingham, with the requirements herein specified supplementing and/or superseding those contained in the balance of the Specifications and Contract documents. Construction specifications not addressed herein on the balance of the specifications shall be in accordance with the MDOT 2012 Standard Specifications for Construction.

2. MOBILIZATION

A lump sum unit price has been provided in the proposal for "Mobilization". This pay item shall be made with the first pay estimate after the work has been started for compensation to the Contractor for initial project start-up costs including material orders, equipment transportation to each site, demobilizations and remobilizations, etc. Additional mobilizations to the site will not be paid for the Contractor to remobilize to the site regardless of the staging or sequence of construction preferred by the Contractor.

The contract unit price for Mobilization shall not exceed five (5) percent of the Total Amount of Bid.

3. CLEANING SEWERS

The Contractor shall perform sewer cleaning as specified in Section 02751. The Contractor shall clean all sewers within 24 hours prior to video inspecting the sewer lines. The Contractor is responsible for properly disposing of any waste generated during the sewer cleanings.

4. VIDEO INSPECTION OF SEWER LINES

The Contractor shall perform internal inspection of the sewers as specified in Section 02704. One important aspect of this project is to document the condition of the City sewers that are to remain in place. The Contractor shall also include still photographs of severe defects found in these sewer lines. The Contractor shall only perform a complete inspection of sewers that are to remain in place, including laterals (See map of sewers to be inspected). Only sewer lateral inspections are to be done on sewer mains that are scheduled to be removed or abandoned.

5. VIDEO INSPECTION OF SEWER LATERALS

The Contractor shall locate and inspect all of the sewer service laterals connected to the City sewer system. The inspection of the existing sewer laterals will be used to determine their location and whether or not they are active. If lateral is capped, Contractor shall note this on the report and move on to next lateral. Contractor does not need to document problems within the sewer laterals. The Contractor shall take care to not cause damage to any private property while locating and inspecting the sewer laterals.

6. INCIDENTAL ITEMS

Any work or other items that are required on this project which are not specifically identified in the work items listed on the Proposal shall be incidental to the work of the items listed in the Proposal, and all costs for such work shall be included in the bid prices for the items listed in the Proposal.

7. EXISTING CONDITIONS

Each bidder shall personally visit the site(s) of the project and pay particular attention to the existing conditions and the salient features of the project in order to be assured of the amount of equipment, materials, and work required to satisfy the requirements of the project.

8. EXISTING UTILITY LOCATIONS

As is common in developed neighborhoods, other private utility facilities may be in close proximity to the access manholes. The Contractor shall immediately repair or have repaired by the utility owner any damaged utility lines or equipment at his own expense, with no additional compensation to be provided by the Owner.

9. COORDINATION REQUIRED

The Contractor shall make every effort to cooperate and coordinate with all other contractors working in the area at the time of construction incidental to the other works of this project.

10. HOURS OF OPERATION

Work on this Contract shall be between the hours of 7:00 A.M. and 7:00 P.M., Monday through Saturday. Special permission on Sunday will be given if necessary. Should an emergency arise which would require working beyond the hours mentioned, approval for work beyond the permitted hours can be requested to the City Engineer. The Contractor shall contact the Engineer to submit this request.

11. TENANT/PROPERTY OWNER COMPLAINTS

The Contractor will be required to immediately address any tenant or property owner complaints or concerns. Should the Contractor not be able to answer the resident, they must be directed to the Engineer.

12. MAINTAINING FLOW

These sewers are a part of a combined sewer system, and the Contractor shall anticipate higher flows during and after rainfall. The Contractor shall perform the work so that the flow in the existing sewers or open ditches, streams, etc. is at no time hindered or interrupted. The Contractor will be liable for any and all damages caused by his failure to maintain the flow in existing sewers or watercourses. Further, the Contractor is advised that due to the large upstream drainage areas, the Contractor shall be prepared to inspect the subject sewers with the

understanding that there will be large volumes of flow going through them, even during dry weather.

13. CONTRACTOR'S LIABILITY

The City of Birmingham sewer system is a combined sewer system, and the Contractor shall expect an increase in flow as a result of wet weather. The Contractor shall be solely responsible for any damages to buildings by sewage backups due to his operations. The Contractor shall indemnify and hold harmless the Owner and the Engineer in this regard.

14. SUBSURFACE CONDITIONS

The Contractor shall be solely responsible for making his own subsurface soils investigations and shall assume all risks and responsibility for his conclusions pertaining to the potential difficulties which may be encountered during the course of work. The Contractor shall complete the work, in whatever material and under whatever ground conditions he may encounter or create, without additional cost to the Owner.

15. WATER

If the Contractor desires to use City of Birmingham water for use during this project, he shall obtain a permit from the Birmingham Fire Department at no charge to the Contractor. The Contractor will be issued a hydrant connection with a meter to record the amount of water used for City recordkeeping purposes. The Contractor shall be responsible for disconnecting and returning the equipment once hydrant use is no longer needed. Water from the river may be used for irrigation purposes. The Contractor shall comply with the City of Birmingham Fire Department and Department of Public Services policies and regulations regarding the use, and re-location of the meter throughout the project.

16. TEMPORARY MAINTENANCE OF DRAINAGE

All natural drainage within the project limits must be maintained at all times. It shall be left to the discretion of the Contractor as to the type and extent of work and materials necessary to accomplish this.

17. DEWATERING AND BYPASS PUMPING

The City of Birmingham sewer system is a combined sewer system, and the Contractor shall expect an increase in flow as a result of wet weather. Any dewatering and/or bypass pumping necessary to complete the work on this project shall be considered incidental and all costs included in the unit bid prices for the cleaning and inspection of the sewers. The dewatering or bypass pumping outlet shall be approved by the Project Engineer.

18. TRAFFIC MAINTENANCE AND CONTROL

The Contractor shall maintain through traffic on all streets during the execution of this contract. The Contractor shall supply and maintain all labor and equipment necessary to maintain and control traffic on the streets that are affected by their operations. All traffic control measures

shall meet the requirements of the latest edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

1. Contractor shall plan the day's work at least 24 hours in advance so that the traffic control plan can be reviewed and approved by the Engineer. Parking spaces shall be closed off as needed to facilitate this. Two-way traffic shall be maintained at all times. Traffic can be shifted using cones, closed parking spaces, etc. Traffic shifts require a flashing arrow board in each direction when needed. If traffic shift will require more than 20 parking spaces past 10:00 AM Monday through Saturday, the contractor shall set up flagging operation and maintain traffic around open manholes as needed.
2. When inspecting sewers that have manholes in City sidewalks, contractor shall set up operation so that no noise is being created until after 5:00 AM. Early work hours will be allowed for manholes in sidewalks so that safety hazards with pedestrians do not become present. The Engineer shall have the right to stop work in sidewalk areas if pedestrian traffic demand becomes too high. Contractor shall have a sidewalk guard at any manholes to keep the public away from the area.

NOTE: The majority of the manholes to be accessed on this Contract are located within the pavement of Old Woodward or Maple Rd. Impact to traffic flows will be great if the work is done during certain times of day.

NOTE: All weekday lane closures shall be set up only between the hours of 9 AM and 3 PM daily.

NOTE: The Engineer will consider off-hour work requests for lane closures in the Maple Rd. intersection as well as the areas within the sidewalk, due to heavy pedestrian and vehicular traffic.

END OF SECTION

SECTION 01210

REQUEST FOR PARTIAL PAYMENT FORM

To: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted: _____

Date Received: _____

REQUEST FOR PARTIAL PAYMENT

Partial Payment Request # _____

The undersigned (the "Contractor") hereby requests payment for work performed on the OLD WOODWARD SEWER VIDEO INSPECTION PROJECT for the period beginning _____ and ending _____. Attached is an itemized list of completed quantities delivered to date.

During the above period, did Contractor incur additional costs for labor or materials because the bid package was missing important information? _____ (if yes, you must provide details of the additional costs and the missing information).

During the above period, did Contractor incur additional costs for labor or materials because the bid package contained information that was not true? _____ (if yes, you must provide details of the additional costs and the untrue statements).

During the above period, did Contractor incur additional costs for labor or materials because the site conditions were different from what you expected? _____ (if yes, you must provide details of the additional costs and the site conditions, both what you expected and what you encountered).

During the above period, did Contractor incur additional costs for labor or materials because of any reasons not mentioned above? _____ (if yes, you must provide details of the additional costs and the reasons the same were incurred).

The above does not include additional work through work directives issued by the City of Birmingham as described on the attached or as covered by an agreed basis of payment attached.

Contractor hereby certifies, represents and warrants that all suppliers, subcontractors and employees have been paid in full for all materials and labor provided on the job during the above period. Contractor certifies, represents and warrants that there have been no change orders issued or requested during the above period, except for the following:

Contractor certifies, represents and warrants that Contractor will never request payments, other than the request made in this form, for any work performed or materials provided during the above period, except for the following unresolved items:

Attached are the following documents
Further detailing the above.

1. _____
2. _____
3. _____

Contractor:

(Company or Contractor Name)

(Signature of Officer of the Company)

Type or Print Name and Title

END OF SECTION

SECTION 01220
REQUEST FOR FINAL PAYMENT FORMS
CONTRACTOR'S AFFIDAVIT

To: CITY OF BIRMINGHAM
151 MARTIN ST.
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted _____

Date Received _____

REQUEST FOR FINAL PAYMENT

Payment Request # _____

The undersigned _____ hereby represents

that on _____ Name of Contractor
_____ he/she (it) was awarded a contract by The City of Birmingham hereafter
Date

called the Owner to perform work in accordance with the terms and conditions listed for project known as the OLD WOODWARD SEWER VIDEO INSPECTION PROJECT; and the undersigned further represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his/her (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim should hereafter arise, he/she (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this ____ day of _____, 20__.

Company or Contractor Name: _____

Signature of Officer of Company _____

Type or Print Name and Title _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan on this _____ day of _____, 20__.

_____, Notary Public
My commission expires: _____

SWORN STATEMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

_____, being duly sworn, deposes and says that
_____ is the Contractor for an
improvement to the following described real property situated in the County of Oakland, City of
Birmingham, State of Michigan, described as follows:

in accordance with the general requirements of the Contract by and between the CITY OF
BIRMINGHAM and _____ the following is a statement of each subcontractor,
supplier and laborer for the payment of wages or fringe benefits and withholdings is due but unpaid
with whom the (contractor)(subcontractor) has (contracted) (subcontracted) for the performance
under the contract with the CITY OF BIRMINGHAM, and that the amounts due to the persons as
of the date hereof are correctly and fully set forth opposite their names as follows:

[illegible]

TOTALS

The contractor has not procured material from, or subcontracted with, any person other than those set forth above, and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor) or as _____ of the (contractor)(subcontractor) for the purpose of representing to the CITY OF BIRMINGHAM that the Payment Bond for labor and materials is free from claims for the possibility of claims except as specifically set forth above.

Deponent further says that he or she is a duly authorized representative of the (contractor)(subcontractor) and has been authorized to give this release of all claims against the City arising under or by virtue of _____ contract dated _____.

Deponent

Subscribed and sworn to before me

this _____ day of _____

20____

Notary Public

_____ County, Michigan

My Commission Expires:

END OF SECTION

SECTION 01300
WORK DIRECTIVE FORM

From: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Time: _____ Date: _____

Work Directive No. _____

To: Contractor: _____

Name and # of Contract: _____

The following changed condition(s) are recognized by the City of Birmingham for the above referenced Contract. In order to insure continuation of the progress of the contract this work directive is issued for the following work described below:

The basis for payment will be: _____ Written Quotation from the contractor.

_____ Unit Bid Prices _____ Time and Material

_____ Other (describe) _____

A written quotation shall include a detailed description of the tasks involved and the expected timetable to be completed along with a firm quotation for cost.

A time and material basis for work shall be supplemented with agreed quantities and prices between the contractor's field representative authorized to act on behalf of the contractor and the city inspector. It also shall be backed up by unit prices for time, material and equipment supplied to the City in a timely manner. Should this information not be readily available, it shall be provided the following day or a basis for payment shall be agreed to in writing within 24 hours of agreeing to a time and material work directive.

Any other basis shall be approved by all parties in writing before starting work. Should a utility cause the delay, names and approval shall be obtained if possible by their agent.

Approved:

Contractor Supt. Date City Inspector Date City Engineer Date

SECTION 02140

DEWATERING

PART 1 - GENERAL

1.01 GENERAL

- A. All dewatering, well pointing, pumping, bailing and cleaning shall be performed that is necessary to complete the work as specified and as shown on the Contract Drawings.
- B. The Contractor will be held to have compared the conditions of the site where work is to be performed with the Drawings and Specifications and to have satisfied himself as to the conditions of the site, existing conditions, and any other conditions affecting the carrying out of the work, before delivery of his proposal. It is expressly understood that he will obtain first hand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect his work.
- C. The Contractor shall draw his own conclusions as to soil and groundwater conditions to be encountered and he shall complete the work under any job or field condition which was present and/or ascertainable prior to bidding.
- D. The Contractor shall also complete the work under whatever conditions he may create by his own sequence of construction, construction methods, or other condition he may create at no additional cost to the Owner.
- E. The Contractor shall be solely responsible for evaluating the suitability of his dewatering methods with the Plans, Specifications and Soil Information provided by the Owner for bidding purposes. The Contractor shall also obtain County records as to the depth of wells providing water to the community or private individuals within the area affected by the dewatering operation if this information is not included in the Contract Plans or Specifications. The Contractor shall be prepared to supply potable water within forty-eight (48) hours to all parties affected by the dewatering operations and shall continue supplying water for a period of thirty (30) days after ceasing dewatering operations. All costs associated with the supplying of water shall be incidental to the work as bid. If the affected parties remain without water thirty (30) days after ceasing dewatering operations, the supplying of water and resolution of the problem will be addressed by the Owner of this project.
- F. No allowance or extra consideration on behalf of the Contractor will subsequently be allowed by reason of error or oversight on the part of the Contractor.
- G. All work shall be done in a thorough and workmanlike manner and in conformance with accepted good practices and all requirements of local, state, and federal authorities having jurisdiction.

PART 2 - PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 REMOVAL OF WATER

- A. Ample means and devices shall be provided and maintained at all times during the life of this Contract to remove and properly dispose of all ground water and drainage water within, around, and entering the excavated area. The excavation and the structures within shall be kept dry until the work is completed, or as approved by the Owner.
- B. The water level within and below work areas shall be so maintained that there is no unbalanced upward pressure on the bottom of structures, sewers, or open excavations during the construction period. The Contractor shall provide means within the excavation to enable the Owner to monitor the elevation of the artesian groundwater, if present. The level of the artesian groundwater shall be maintained by the Contractor's methods to prevent the possibility of upward movement of the structure or earth within the excavation area. Water levels shall be maintained to meet the approval of the Owner.
- C. In addition, water that may occur during excavation for base slabs, pipe trenches, etc., shall be channeled to accumulate in certain low points and disposed of through a filtering device before entering into sewers, streams, or rivers as specified by the MDNR.
- D. The Contractor shall determine the extent of dewatering required to complete the work, and shall include all dewatering costs as incidental to the work as bid, unless provided otherwise in the Proposal.
- E. Dewatering as determined necessary by the Contractor to maintain work areas dry shall be continuous until the perimeter drain system, when required, is fully operational. The Contractor's dewatering equipment shall remain in place an additional thirty (30) days to verify operation of the perimeter drain system. All excavation dewatering shall be routed as necessary so as not to impede construction. In any event, all pumping and drainage shall be done without damage to any other property, public or private, and without interference with the rights of the public or private property owners.
- F. The Contractor shall receive no extra compensation for providing, maintaining or operating any dewatering or drainage facilities. The removal or stoppage of artesian water which, if any, might occur in the work shall be deemed to be covered by this Section of the Specifications unless provided for otherwise in the Proposal.
- G. On completion of this project the Contractor shall fill all dewatering depressions and withdraw all dewatering facilities and drainage devices and restore the area to an acceptable condition, as approved by the Owner.

END OF SECTION

SECTION 02704

INTERNAL SEWER INSPECTION

1.01 GENERAL

The work covered within this section is for the internal closed circuit television (CCTV) inspection of sewer pipes. The Contractor shall perform sewer televising work as necessary to thoroughly document the condition of sewers, including the sewer service lateral connections. The sewers to remain in service shall be carefully inspected to determine alignment, grade variations, separated joints, location and extent of any deterioration, breaks, obstacles, obstructions, debris, quantities of infiltration/inflow and the locations of service connections. The sewers that are to be removed or abandoned shall only be inspected for sewer service lateral locations and activity (see attached Map of sewers to be inspected). The sewer service lateral connections to the main sewer shall only be inspected to determine their location and whether the sewer service is active or capped.

Internal inspection of sewer lines shall be defined as television inspection by the insertion of a closed circuit television camera into a sanitary, storm, or combined sewer line for the purpose of visual inspection of the interior portion of the sewer line.

All visual observations shall be duly recorded on a "Television Inspection Report Form." A report form shall be made for each line inspected and shall be turned over to the Engineer after inspection is made.

The quality of all work specified in this section shall meet or exceed the requirements of the National Association of Sewer Service Companies (NASSCO) Recommended Specifications for Sewer Collection System Rehabilitation (latest edition), except as described in this section. Applicable portions of this section that inadvertently fall below those standards shall be corrected and maintained at the NASSCO standards as a minimum requirement, at no additional cost to the City.

1.02 SUBMITTALS

- A. The Contractor shall submit a sample of their proposed report format and software for viewing the videos and reports prior to beginning the work for approval by the City.
- B. The following deliverables shall be submitted on a portable hard drive at the completion of inspection:
 - 1. The Contractor shall deliver to the Owner or its representative one (1) copy of the video records and written logs. Videos and written logs shall be numbered as to correspond with each other. Video shall be color and a quality DVD format. All DVD viewer/software shall be included on the DVD.
 - 2. Inspection videos saved in MPEG format or Windows Media video format
 - 3. Electronic version (.pdf) of the pipe inspection reports with PACP defect codes. Written logs shall contain weather conditions, surface type, type of pipe, etc. The video shall be

recorded such that sewer lines are recorded in consecutive order on continuous running videos.

4. Inspection digital photographs in JPEG format of severe defects and sewer lateral connections.
- C. The above deliverables shall be submitted to the City for approval.
- D. The sewer inspection video, report documents, and sewer inspection database shall be in accordance with these specifications and NASSCO PACP.

1.03 METHOD

The method by which televising sewer lines shall take place follows the procedures listed below and shall conform to all standard practices used.

- A. All sewer lines shall be cleaned prior to insertion of the television camera.
- B. The Contractor shall provide and furnish all required skilled and unskilled labor, materials, fuel, machinery, tools, so that the contract and all work required to be done under the contract can and will be carried on continuously and expeditiously to completion, in all respects to the satisfaction of the Owner. Contractor shall provide inspection video, data and reports in accordance with the requirements specified herein.
- C. All work shall conform to current NASSCO Pipeline Assessment Certification Program (PACP) coding conventions and all software used by the Contractor will be PACP compliant.
- D. All recording of piping system shall be a continuous record from structure to structure. All taping shall be done during times of dry weather flow.
- E. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 20 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.
- F. Pan and tilt or zoom-in/zoom-out rates shall be controlled sufficient such that during playback all angles or magnifications may be viewed clearly.
- G. The engineering stationing numbers must be continuous, accurate, and correspond to the project stationing and must include the standard engineering symbols; for example, 74+84.
- H. Camera equipment shall consist of a self-contained, closed circuit color pan and tilt video camera and monitoring unit.

- I. A self-propelled unit must be made available as required for instances where a sled-mounted camera cannot inspect, such as dead end sewer mains. All additional costs incurred in using such equipment shall be considered incidental to the project.
- J. All video shall be taken during times of dry weather flow. If dry weather flow levels are high enough that the video inspection work is impeded, the Contractor shall be responsible for diversion or bypass pumping to reduce flow levels in the pipe.
- K. Equipment shall be capable of and used for the input of titles, manhole numbers, pipe size, direction in relation to flow, street name and a continuous display of distance from the initial structure location.
- L. The Contractor shall use the camera to inspect all sewer service connections to the City's sewer main. The camera shall be capable of inspecting laterals as small as 3" diameter for a distance up to 70 feet from the sewer mainline and should be self-leveling. It shall be launched from within the mainline sewer. Unit shall be mounted on tread tractor that moves through the sewers and positions inspection camera launcher opposite lateral line connection. Each sewer service connection shall be inspected to determine if it is active, if there is any root intrusion into the City's sewer main from the sewer service or connection point, and if there is any damage to the sewer lateral at the connection, such as an offset main. The Contractor shall include at least two (2) still photographs of each sewer lateral – one with the view of the sewer lateral from the side view in the City's sewer main, and one view looking into the sewer lateral. These shall be included with the sewer logs, and shall be identified by the stationing and address.
- M. Owner reserves the right to reject any or all video of sewer segments due to poor quality of tape or clarity of defects. Contractor shall reinspect those segments as determined by the Owner at no additional cost to the Owner.
- N. Contractor shall have on site fans and/or blowers necessary to remove any fog or steam that may be present, during or caused by the inspection of the piping system. All cost incurred in the use of fans or blowers shall be considered incidental to this project. No inspection of pipe shall proceed while fog is present.
- O. Contractor shall report any and all defects such as radial and linear cracks no matter how minor, dips, blockages, or obstructions, pipe joint conditions, infiltration and calcite buildup, lateral connections, root infiltration, deterioration of pipe material surface, and other penetrating utilities. Location of defects shall be given as a distance from the starting point and location around the pipe (i.e., 2 o'clock).
- P. If there is an interference in the sewer line that will not allow the television camera to pass, then the camera shall be backed out of the line and an attempt shall be made to televise the line from the manhole at the other end. If the entire length of the sewer line cannot be televised because of two or more obstructions, then the Engineer shall be notified and a determination of how to proceed shall be made by the Engineer.

Q. All videos shall be properly identified as to location, time and date in a manner acceptable to the Owner.

1.04 EQUIPMENT

All equipment used for televising sewer lines shall be of the highest quality and shall have high performance capabilities. It shall be manufactured by a manufacturer engaged in the research, development, and manufacturing of said equipment.

The television system shall be a self-contained system complete with winches, (power and mechanical), cable, color closed circuit television camera, monitor, digital video recorder, suitable measuring device to accurately determine the position of the camera in the line being televised at all times, and all necessary equipment for the successful completion of television inspection.

The television camera used for the inspection shall be one specifically designed and constructed for sanitary sewer inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100 percent humidity/submerged conditions. The CCTV camera equipment will provide a view of the pipe ahead of the equipment and of features to the side of the equipment through turning and rotation of the lens. The camera shall be capable of tilting at right angles along the axis of the pipe while panning the camera lens through a full circle about the circumference of the pipe. The lights on the camera shall also be capable of panning 90-degrees to the axis of the pipe. The tractor shall be capable of launching camera into sewer service laterals.

The radial view camera must be solid state color and have remote control of the rotational lens. The camera shall be capable of viewing the complete circumference of the pipe. Cameras incorporating mirrors for viewing sides or using exposed rotating heads are not acceptable. The camera lens shall be an auto-iris type with remote controlled manual override.

If the equipment proves to be unsatisfactory, it shall be replaced with adequate equipment. The camera unit shall have sufficient quantities of line and video cable to inspect two complete, consecutive sewer reaches with access approximately 750 feet apart.

The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the City.

1.05 INSPECTION

All televising of sewer lines and laterals shall be inspected daily by the Engineer or his duly authorized representative. A daily log of work accomplished shall be duly recorded and acknowledged by the Engineer and/or inspector and the Contractor's superintendent.

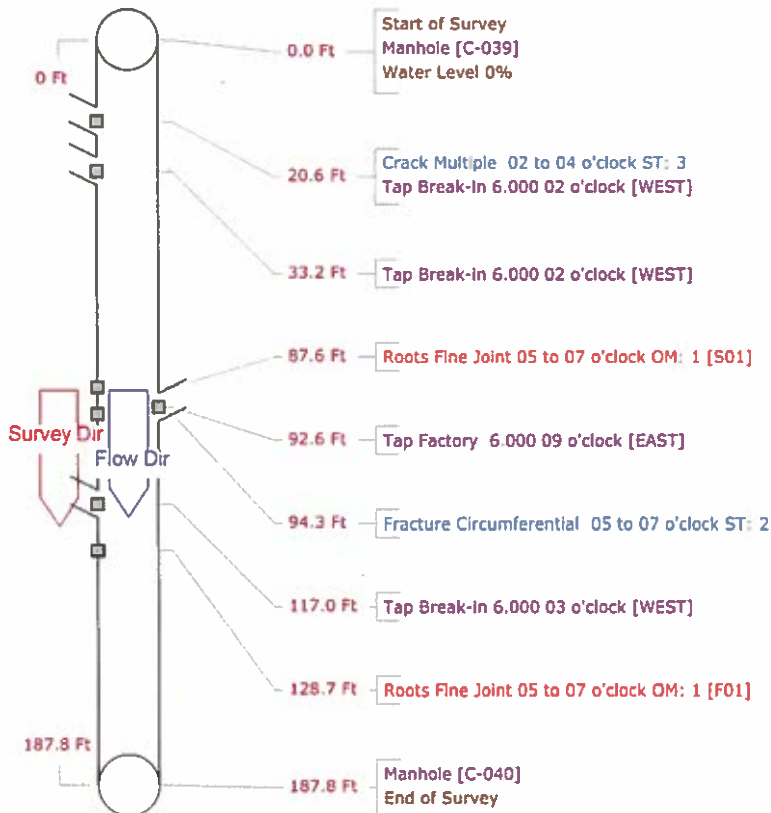
- A. Any video coverage not acceptable to Owner shall be refilmed at no additional charge the Owner.
- B. The Engineer shall have the authority to designate areas for which coverage may be added or omitted.
- C. The Owner shall have the authority to reject all or any portion of TV inspection recording not conforming to specifications.

1.06 PAYMENT

The unit price bid for the inspection shall include all supervision, labor, equipment, materials, videos, still pictures and any applicable electrical service necessary to successfully complete the inspection of the designated lines.

Pipe Graphic Report Owner Asset ID#

Setup	XXX	Surveyor	XXX	Certificate #	XXX	System Owner	OWNER NAME
Drainage	Survey Customer OWNER NAME						
P/O #		Date	YYYY/MM/DD	Time	HH:MM	Street	STREET NAME
City	LOCATION Further location details CAMERA IS HEADING SOUTH						
Up	ID #XXX	Rim to Invert		Grade to Invert		Rim to grade	Ft
Down	ID #XXX	Rim to Invert		Grade to Invert		Rim to grade	Ft
Use	Sanitary/Combined/Storm		Direction	Downstream	Flow control	Not Controlled	Media No XXX
Shape	Circular	Height	18	Width	ins	Preclean J	Date Cleaned YYYY/MM/DD
Material	Vitrified Clay Pipe	Joint length		Total length	Ft	Length Surveyed	187.80
Lining		Year laid		Year rehabilitated		Weather	Dry
Purpose	Capital Improvement Program Assessment			Cat			
Additional Info				<input type="checkbox"/> Structural <input type="checkbox"/> Miscellaneous <input type="checkbox"/> O & M <input type="checkbox"/> Hydraulic <input type="checkbox"/> Constructional			
Location	Light Highway			Work Order			
Project	PROJECT NAME			Elevation			
Northing				GPS Accuracy			
Coordinate System							



Contractor Logo/Name, Address and Contact Information

Tabular Report **Owner Asset ID#**

Setup XXX	Surveyor XXX	Certificate # XXX	System Owner OWNER NAME
Drainage	Survey Customer OWNER NAME		
P/O #	Date YYYY/MM/DD	Time 17:10	Street STREET NAME
City LOCATION	Further location details CAMERA IS HEADING SOUTH		
Up ID #XXX	Rim to invert	Grade to invert	Rim to grade Ft
Down ID #XXX	Rim to invert	Grade to invert	Rim to grade Ft
Use Sanitary/Combined/Storm	Direction Down	Flow control Not Controlled	Media No XXX
Shape Circular	Height 18	Width ins	Preclean J
Material Vitrified Clay Pipe	Joint length	Total length	Date Cleaned YYYY/MM/DD
Lining	Year laid	Year rehabilitated	Length Surveyed 187.8
Purpose Capital Improvement Program Assessment	Cat	Weather Dry	
Additional info		Pressure	
Location Light Highway	Structural O & M		Constructional
Project PROJECT NAME	Miscellaneous		Hydraulic
Northing	Easting	Work Order	
Coordinate System	Elevation		GPS Accuracy

Count	Video	CD	Code	Grade	In1	In2	%	JntFr	To	ImRef	Remarks
0.0			ST	Start of Survey							
0.0			AMH	Manhole							C-039
0.0			MWL	Water Level			0				
20.6			CM	Crack Multiple	3			02	04		
20.6			TB	Tap Break-in	6.000			02			WEST
33.2			TB	Tap Break-in	6.000			02			WEST
87.6		S01	RFJ	Roots Fine Joint	1			J	05	07	
92.6			TF	Tap Factory	6.000			09			EAST
94.3			FC	Fracture Circumferential	2			05	07		
117.0			TB	Tap Break-in	6.000			03			WEST
128.7		F01	RFJ	Roots Fine Joint	1			J	05	07	
187.8			AMH	Manhole							C-040
187.8			FH	End of Survey							

187.8 Ft Total Length Surveyed

Scores	Structural:	Pipe Rating 5	Pipe Ratings Index 2.5	Quick Rating 3121
	O&M:	Pipe Rating 8	Pipe Ratings Index 1.6	Quick Rating 1500
	Overall:	Pipe Rating 13	Pipe Ratings Index 1.9	Quick Rating 3121

Contractor Logo/Name, Address and Contact Information

Project: XXX Owner: XXX System: XXX
Project Start Date: YYYY/MM/DD Date of Report: XXX
Project End Date: YYYY/MM/DD
Total Number of Setups: XXX Total lft scheduled: XXX Total lft completed: XXX

CCTV Defects by Inspection Report

Location						Structural			O&M			Misc		NASSCO Scoring					
Setup #	Owner Pipe ID#	From MH	To MH	Diameter, Inches	Surveyed Length, ft	Sags	Cracks	Fractures	Deposits Attached	Roots	Tap Break In Obtruding	Material change	Survey Abandoned	Structural Quick Rating	Maintenance Quick Rating	Overall Quick Rating	Structural Pipe Rating Index	Maintenance Pipe Rating Index	Overall Pipe Rating Index
1	C040P	C039	C040	18	187.8		1	1		8		1		3121	1500	3121	2.5	1.6	1.9
2	C041P	C040	C041	10	40.0				2		4			0000	2600	2600	0.0	2.0	2.0
3	C042P	C041	C042	10	63.5			1						4100	0000	4100	4.0	0.0	4.0
4	C043P	C042	C043	10	64.7								1						
5	C044P	C043	C044	10	80.2	1		1						4121	0000	4121	3.0	0.0	3.0

Contractor Logo/Name Contact Information

END OF SECTION

SECTION 02751

CLEANING OF SEWER LINES

1. GENERAL

It is the intent of these specifications to provide a basis by which a sanitary or combined sewer line can be cleaned of all excess debris so that further work (internal sewer inspection) can be carried out. This basis shall include methods, equipment, and payment of work.

Cleaning of sanitary or combined sewer lines shall be conducted on lines scheduled for rehabilitation prior to any work being completed.

Cleaning of sewer lines shall be accomplished by trapping and collecting all sand, debris, and grease at the next manhole, upstream or downstream of the line being cleaned, and removal and proper disposal of said materials.

All data pertinent to the line cleaned shall be duly recorded on an adequate cleaning log form as supplied by the Contractor. This form shall be turned over to and remain in the possession of the Engineer after a section of line has been completed.

2. METHODS

The methods of cleaning a sanitary or combined sewer line which are acceptable for use are outlined below. Approval from the Engineer for the method chosen shall be obtained prior to any cleaning work.

A. Bucket Machine Method - This method shall consist of:

1. Rodding the sewer line with a power-driven continuous steel rod of sufficient length and gauge and with the proper cleaning heads or augers, so as to loosen all solid materials. It shall also provide a means to thread a cable for the power winch.
2. Removal of all solids, materials and other debris by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
3. Brushing of the sewer line with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized.
4. All electrical drops required by the Contractor shall be arranged for by the Contractor.

- B. Hydraulic Cleaning Method - This method shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using between 800 pounds per square inch (P.S.I.) and 1000 P.S.I. of pressure at the pump connected by a high pressure hose to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line.
- C. Protection During Cleaning Operations - Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage or flooding to public or private property being served by the manhole section involved.

3. EQUIPMENT

All equipment used for cleaning operations, either method, shall be equipment designed to do that type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations.

4. DISPOSAL OF DEBRIS AND CLEANUP

After removal of all debris out of a manhole, the Contractor shall dispose of debris at a Type II landfill and report back to the Owner with proper documentation. The Owner will sign the manifest for the debris as the Generator. Any testing required for proper disposal shall be at the Contractor's expense and included in the unit prices bid for sewer cleaning. If the testing indicates the debris is not acceptable for disposal at a Type II landfill and disposal at a Type I landfill is required, the Owner will negotiate a change order for the additional costs involved with disposal at a Type I landfill. Cleanup operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole.

5. ACCEPTANCE, MEASUREMENT AND PAYMENT

Inspection of all cleaning operations shall be made on a daily basis by the Engineer and/or his duly authorized representative. A daily log shall be kept by the inspector and acknowledge by the Contractor or his superintendent at the end of each day.

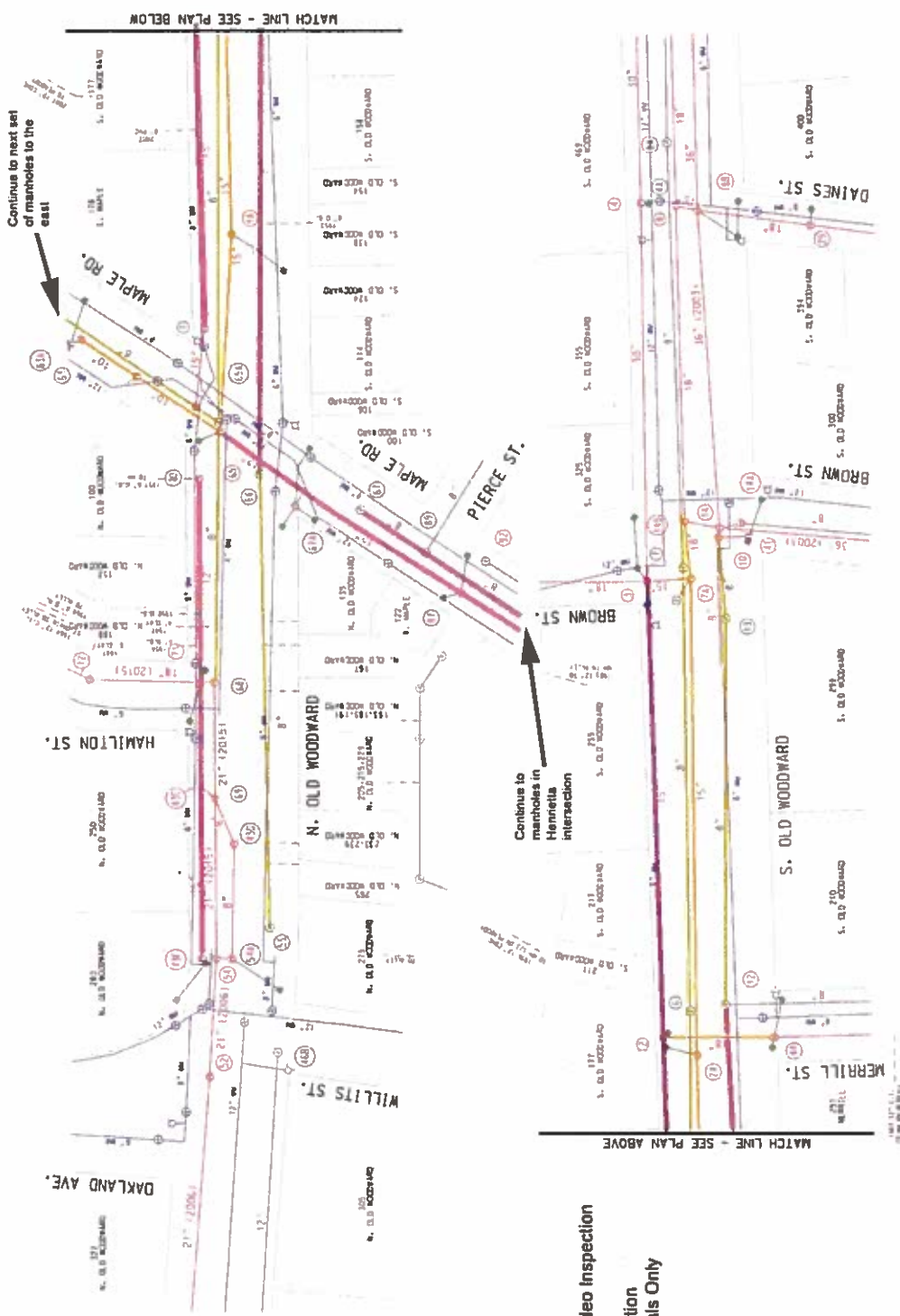
6. PAYMENT

Payment for cleaning of the sewer lines shall include all supervision, labor, equipment, water, electrical bills, disposal of debris, cleanup and any other applicable item and shall be included in the unit cost for relining, unless provided for separately in the Proposal.

END OF SECTION

Old Woodward Sewer Inspection Schedule

STREET	SEWER SEGMENT			ELEVATIONS			DRAIN		NOTES
	FROM MH	TO MH	TYPE	U/S INV.	D/S INV.	U/S RIM	L (feet)	SIZE (in.)	
Old Woodward Ave	70	71	SAV	770.93	770.34	781.73	179	12	Re-Line Existing Sewer - Full Inspection
Old Woodward Ave	71	43F	CS	770.64	767.52	782.34	238	15	Re-Line Existing Sewer - Full Inspection
Old Woodward Ave [REMOVED]	55	66	SAV	773.42	770.94	780.62	394	8	Remove Sewer - Laterals Only
Old Woodward Ave [ABANDON]	66	NEW 66	SAV	770.94	770.70	781.43	41	8	Abandon Sewer - Laterals Only
Maple Avenue	88	87	CS	778.54	771.54	783.49	255	10	Sewer to Remain - Full Inspection
Maple Avenue	87	87A	CS	775.85	774.14	782.79	161	12	Sewer to Remain - Full Inspection
Old Woodward Ave	NEW 66	NEW 12	SAV	768.38	765.81	780.8	436	8	Full Inspection
Old Woodward Ave	1	2	CS	769.02	764.50	780.18	337	15	Re-Line Existing Sewer - Full Inspection
Old Woodward Ave	2	3	CS	764.46	759.76	777.26	395	15	Re-Line Existing Sewer - Full Inspection
Old Woodward Ave [ABANDON]	NEW 12	12	SAV	768.40	768.21		29	8	Abandon Sewer - Laterals Only
Old Woodward Ave [ABANDON]	12	13	SAV	768.21	763.27	777.16	332	8	Abandon Sewer - Laterals Only
Old Woodward Ave [ABANDON]	13	36	SAV	763.25	762.85	770.72	70	15	Abandon Sewer - Laterals Only
Old Woodward [ABANDON]	43E	43D	CS					8	Abandon Sewer - Laterals Only
Old Woodward [ABANDON]	43D	54A	CS	775.58	774.50	781.29	106	8	Abandon Sewer - Laterals Only
Old Woodward Ave [REMOVED]	68	65A	SAV	773.59	772.48	782.39	226	8	Remove Sewer - Laterals Only
Old Woodward Ave [REMOVED]	65A	6	SAV	772.37	769.61	780.10	433	8	Remove Sewer - Laterals Only
Old Woodward Ave [REMOVED]	6	7	SAV	769.51	763.02	777.21	376	8	Remove Sewer - Laterals Only
Old Woodward Ave [REMOVED]	7	NEW 7	SAV	763.02	762.55	770.32	79	8	Remove Sewer - Laterals Only
Old Woodward Ave [REMOVED]	65	1A	CS	773.13	772.83	781.23	164	18	Remove Sewer - Laterals Only
Old Woodward Ave [REMOVED]	1A	2A	CS	772.83	772.13	779.5	244	15	Remove Sewer - Laterals Only
Old Woodward Ave [REMOVED]	2A	7A	CS	772.13	764.68	777.7	409	15	Remove Sewer - Laterals Only
Old Woodward Ave [REMOVED]	7A	14B	CS	764.68	764.39	770.43	41	18	Remove Sewer - Laterals Only
Old Woodward Ave [REMOVED]	65B	1	CS	769.60	769.02	780.73	59	15	Abandon Sewer - Laterals Only
Maple Avenue [REMOVED]	63A	63	CS	774.68	774.48	779.18	10	10	Remove Sewer - Laterals Only
Maple Avenue [REMOVED]	63	64	CS	774.41	774.03	779.41	74	10	Remove Sewer - Laterals Only
Maple Avenue [REMOVED]	64	NEW 65B	CS	773.93	773.52	779.98	49	10	Remove Sewer - Laterals Only
Maple Avenue [REMOVED]	NEW 63B	65A	SAV	773.35	772.91		214	8	Remove Sewer - Laterals Only - Continue to East



Complete Video Inspection
Video Inspection
Sewer Laterals Only

LEGEND:

- EX. SANITARY
- EX. COMBINED
- EX. STORM
- EX. WATER
- PROP. COMBINED
- PROP. STORM
- REMOVE/ABANDON SEWER

CITY OF BIRMINGHAM
OLD WOODWARD - WILLITS TO BROWN

JOB NO. 20160037	HRC	805 HULLY DRIVE BLOOMFIELD HILLS, MI 48301 - 6034	FIGURE 1
DATE JUNE 2016	HUBBELL, ROTH & CLARK, INC. Consulting Engineers	PHONE: (248) 338-8381 FAX: (248) 644-5312 FAX: (248) 644-5312 WEB SITE: http://www.hrc-engineers.com	

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Park Street Parking Structure Elevator Renovation Project

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

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

<u>KYLE N. DEHNZ</u>	<u>3/9/17</u>
PREPARED BY	DATE
(Print Name)	
<u>MANAGING DIRECTOR</u>	<u>3/9/17</u>
TITLE	DATE
<u>[Signature]</u>	<u>KDEHNZ@PIPETEKSERVICES.COM</u>
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>PIPETEK INFRASTRUCTURE SERVICES</u>	
COMPANY	
<u>861 WILLIAM, PLYMOUTH, MI 48170</u>	<u>248-880-6965</u>
ADDRESS	PHONE
<u>N/A</u>	
NAME OF PARENT COMPANY	PHONE
<u>N/A</u>	
ADDRESS	
<u>81-3091131</u>	
TAXPAYER I.D.#	



MEMORANDUM

Department of Public Services

DATE: March 5, 2019

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Spring 2019 Tree Purchase and Planting Project

INTRODUCTION:

Twice a year, the City plants trees in residential and major street rights-of-ways and parks as part of our tree replacement program. Sealed bids were opened on February 26, 2019 for the cost to provide and plant sixty-six (66) trees. The request for proposals was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system. The trees to be planted will be placed on various street rights-of-way and parks during the spring of 2019.

BACKGROUND:

This purchase will include providing all trees, planting, topsoil, pruning and necessary watering. The trees also come with a two-year warranty. The bulk of the planting will occur in the right of way on various residential streets, and a few will be planted in City parks.

Four (4) bidders responded to the request for proposals. The result of the sealed bids follows in the table below.

Bidder	Base Bid	Complete Bid?
KLM Landscape	\$23,425.00	Yes
Agroscaping, Inc.	\$27,070.00	Yes
Superior/Wholesale Landscape Supply	\$58,634.58	Yes
Pro-Mo Lawn Maintenance, LLC	\$60,683.00	Yes

KLM Landscape is able to supply all trees and perform all work as requested.

LEGAL REVIEW:

The City Attorney has completed a review of this contract agreement and approved with signature.

FISCAL IMPACT:

This project was included in the 2018-2019 Approved Budget. Funds are available from the Local Streets Fund-Forestry Service Contract account, the Major Streets Fund-Forestry Service Contract account, the Local Streets Fund-Operating Supplies account, the Major Streets Fund-Operating Supplies account, and the Parks Other Contractual Services account for these services.

SUMMARY:

The Department of Public Services recommends awarding the spring 2019 tree purchase and planting project to KLM Landscape; they are considered the lowest responsible and responsive bidder for the spring 2019 Tree Purchase and Planting Project.

We have awarded planting projects to KLM Landscape in previous seasons and have been completely satisfied with the quality of tree stock and service provided. The average cost per tree planted this spring planting season will be \$354.93. The spring 2018 tree purchase and plant project consisted of 102 trees for a total project cost of 47,180.00, an average of \$462.55 per tree.

ATTACHMENTS:

The Agreement including the required Insurance Certificate, Bidder's Agreement, Cost Proposal, Completion Date, and Iran Sanctions Act Vendor Certification Form are attached for your review.

SUGGESTED RESOLUTION:

To approve the purchase and planting of 66 trees from KLM Landscape for the 2019 Spring Tree Purchase and Planting Project for a total project cost not to exceed \$23,425.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202-449.005-729.0000, the Parks Other Contractual Services account #101-751.000-811.0000, and the Parks Operating Supplies account, #101-751.000-729.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

ATTACHMENT A - AGREEMENT
For Spring 2019 Tree Purchase and Planting Project

This AGREEMENT, made this _____ day of _____, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and KLM Landscape, having its principal office at 70570 Powell, Armada, MI 48005 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

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

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform tree supply and planting of fifty-two (52) 3"-3.5" caliper deciduous and fourteen (14) 7'-8' evergreen B&B trees, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

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

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform tree supply and planting and the Contractor's cost proposal dated February 21, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$ 23,425.00 as set forth in the Contractor's February 21, 2019 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to

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

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
 - E. Professional Liability: Professional liability insurance with limits of not less than **\$1,000,000** per claim if Contractor will provide service that are customarily subject to this type of coverage.

- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend,

pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:
City of Birmingham
Attn: Lauren Wood, Director of Public Services
851 South Eton
Birmingham, MI 48009
17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to 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 of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES:

CONTRACTOR

By: 

Its: Kirk Knobloch - Owner

CITY OF BIRMINGHAM

By: _____

Patricia Bordman

Its: Mayor

By: _____

J. Cherilynn Mynsberge

Its: City Clerk

Approved:



Lauren A. Wood, Director of Public Services

(Approved as to substance)



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



Timothy J. Gurner, City Attorney
(Approved as to form)



Joséph A. Valentine, City Manager
(Approved as to substance)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2019

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

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

PRODUCER The Whims Insurance Agency 322 Main Street Suite 200 Rochester MI 48307		CONTACT NAME: Whims Ins Agency PHONE (A/C, No, Ext): (248) 651-7321 FAX (A/C, No): (248) 651-3992 E-MAIL ADDRESS: whimsins@whimsinsurance.com	
INSURED KLM SCAPE & SNOW LLC DBA KLM LANDSCAPE 70570 POWELL RD ARMADA MI 48005-4009		INSURER(S) AFFORDING COVERAGE INSURER A: EMCASCO Insurance Company NAIC # 21407 INSURER B: Union Insurance Company of Providence 21423 INSURER C: Employers Mutual Casualty Company 21415 INSURER D: Accident Fund National 12305 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master Cert 2019-20 **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	ADDC. SUBR. INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	Y	5D58776	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 EPLI \$ 250,000		
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	5E58776	01/11/2019	01/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000	
		C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		5J58776	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
			D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV6157946	01/11/2019
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								
Coverage as defined in policies. The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers are included as Additional Insureds on the General Liability policy and automobile Liability for services performed by KLM Landscape as their interest may appear, if required by written contract with the named Insured subject to the terms and conditions of the policies. 30 day Notice of Cancellation applies.								

CERTIFICATE HOLDER City of Birmingham PO Box 3001 151 Martin Street Birmingham MI 48012-3001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ATTACHMENT B - BIDDER'S AGREEMENT
For Spring 2019 Tree Purchase and Planting Project

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

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

 BID PREPARED BY Mary A. Rogers	February 21, 2019 DATE
February 21, 2019	
TITLE: Project Administrator	DATE
 AUTHORIZED SIGNATURE Kirk Knobloch ~ Owner KLM Scape & Snow LLC d/b/a KLM Landscape	klm@klmlandscape.net E-MAIL ADDRESS
COMPANY	
70570 Powell, Armada, MI 48005	586.752.5562
ADDRESS	PHONE
N/A	
NAME OF PARENT COMPANY	PHONE
ADDRESS	

ATTACHMENT C - COST PROPOSAL
For Spring 2019 Tree Purchase and Planting Project

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents including tree stock, related planting materials and installation shall be as follows:

ITEM		UNIT PRICE (PER TREE)	BID AMOUNT	NOTES
SPECIES	QUANTITY	2 YEAR WARRANTY		
FLOWERING CRAB	1 @ 3"-3.5"	\$265.00	\$265.00	
D R ELM "FRONTIER"	12 @ 3"-3.5"	\$395.00	\$4740.00	
GINGKO	1 @ 3"-3.5"	\$190.00	\$190.00	
HACKBERRY	2 @ 3"-3.5"	\$290.00	\$580.00	
HARDY RUBBER TREE	13 @ 3"-3.5"	\$390.00	\$5070.00	
IVORY SILK LILAC	11 @ 3"-3.5"	\$395.00	\$4345.00	
LIMBER PINE	13 @ 7'-8'	\$295.00	\$3835.00	
LINDEN	5 @ 3"-3.5"	\$295.00	\$1475.00	
NORWAY SPRUCE	1 @ 7'-8'	\$190.00	\$190.00	
RUBY RED CHESTNUT	1 @ 3"-3.5"	\$395.00	\$395.00	
SWAMP WHITE OAK	6 @ 3"-3.5"	\$390.00	\$2340.00	
TOTAL	66		\$23,425.00	

The minimum order which shall be accepted on a delivered price is

\$ 190.00_____.

In the event an order of less than the delivered price noted above is requested by the

City, an additional delivery cost of \$ 200.00_____ may be charged to the City.

ATTACHMENT D – COMPLETION DATE
For Spring 2019 Tree Purchase and Planting Project

COMPLETION DATE: May 31, 2019

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

It is mandatory that the entire project is completed on or before May 31, 2019.

- (X) Our company can meet the completion date.
- () Our company cannot meet the completion date but offers:

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

Company Name: KLM Landscape

ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Spring 2019 Tree Purchase and Planting Project

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

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

 PREPARED BY Mary Rogers	02/21/2019 DATE
--	---------------------------

TITLE – Project Administrator	02/21/2019 DATE
--------------------------------------	---------------------------

 AUTHORIZED SIGNATURE	Kirk Knobloch - Owner klm@klmlandscape.net E-MAIL ADDRESS
---	--

KLM Scape & Snow LLC d/b/a KLM Landscape

COMPANY

70570 Powell, Armada, MI 48005	586.752.5562
ADDRESS	PHONE

N/A

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

ADDRESS

38-3304871

TAXPAYER I.D.#



MEMORANDUM

Building Facilities

DATE: February 15, 2019

TO: Joseph A. Valentine, City Manager

FROM: Carlos Jorge, Building Facilities Supervisor

SUBJECT: Adams Fire Station Locker Room Project

INTRODUCTION:

This contract is to employ the services of a professional general contractor to divide the unisex locker room located within the Adams Fire Station in order to provide separate and private facilities for both male and female fire department personnel.

BACKGROUND:

With the addition of new personnel, it has been determined that modifications to the locker room located inside the Adams Fire Station are necessary so as to provide suitable and adequate facilities for the staff housed therein.

An architectural firm, Luckenbach/Ziegelman/Gardner Architects was tasked to create the drawings, specifications, and a scope of work required to complete this project.

A Request for Proposals containing the architectural firms' submissions was issued to Bidnet Direct and a pre-bid meeting was held to tour the project site. Architect John Gardner attended to assist with any clarification requested during the pre-bid meeting. At the bid deadline, five proposals were received for the project titled Adams Fire Station Locker Room.

Company		Total Bid
L.G.K. Building Inc.		\$44,000.00
Pinnacle Contracting Inc.		\$48,900.00
Allied Building Service		\$48,950.00
Meridian Contracting Group LLC		\$49,515.00
Mando Construction Inc.		\$49,895.00

After reviewing all bids, I have requested additional information and clarification from the three lowest bidders. City staff verified references and the ability of each firm to complete the project as outlined in the Request for Proposals. We have determined that L.G.K. Building Inc., the lowest bidder, meets all of the city requirements and has provided the lowest qualified bid for this project based on bid response and references provided.

LEGAL REVIEW:

City Attorney Tim Currier has provided a legal review of the contract agreement between the City of Birmingham and L.G.K. Building Inc., for the project titled Adams Fire Station Locker Room.

FISCAL IMPACT:

This project was not included in the 2018-2019 approved budget and a budget amendment needs to be made to provide the funding for this project.

SUMMARY

In light of the contract specifications and upon review of the proposals received in response to the Request for Proposals for Adams Fire Station Locker Room, L.G.K. Building Inc., meets all the city requirements and has presented the best and most qualified proposal for the project. It is therefore recommended that the contract award for the Adams Fire Station Locker Room go to L.G.K. Building Inc.

ATTACHMENTS:

1. Request for Proposals
2. Contract Agreement with insurance documents

SUGGESTED RESOLUTION:

To approve an agreement with L.G.K. Building Inc. in the amount not to exceed \$44,000.00 to perform the project titled Adams Fire Station Locker Room from the Adams Fire Station Capital Improvement Account #401-339.000-977.0000; to direct the Mayor and City Clerk to sign the agreement on behalf of the City; and to approve the appropriation and amendment to the fiscal year 2018-2019 Capital Projects Fund budget as follows:

Capital Projects Fund

Revenues:

401-000.000-400.0000	Draw from Fund Balance	<u>\$44,000</u>
Total Revenue		<u>\$44,000</u>

Expenditures:

401-339.000-977.0000	Buildings – Adams Fire Station	<u>\$44,000</u>
Total Expenditures		<u>\$44,000</u>



REQUEST FOR PROPOSALS
City of Birmingham Adams Fire Station Locker Room Renovation

Sealed proposals endorsed “**Adams Fire Station Locker Room**”, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until **Tuesday, March 12th, 2019 2:00p.m.**, after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on Thursday, February 21st, 2019 at 9:00a.m. at the Adams Fire Station located 572 S. Adams Rd, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by Wednesday, February 20th, 2019 at 4:00p.m. by contacting Carlos Jorge at 1.248.530.1882.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to divide the unisex locker room located in the Adams Fire Station in order to provide separate and private facilities for both male and female firefighters. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Carlos Jorge.

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

Submitted to MITN: **January 30, 2019**

Mandatory Pre-Bid Meeting: **February 21st, 2019 at 9:00am**
 Adams Fire Station
 572 S. Adams Rd Birmingham, MI 48009
 (RSVP by 4pm 2/20/2019)

Deadline for Submissions: **March 12th, 2019 2:00pm**

Contact Person: **Carlos Jorge**
 P.O. Box 3001, 151 Martin Street
 Birmingham, MI 48012-3001
 Phone: 248.530.1882
 Email: cjorge@bhamgov.org



REQUEST FOR PROPOSALS

City of Birmingham Adams Fire Station Locker Room Renovation

Contents

INTRODUCTION	3
REQUEST FOR PROPOSALS (RFP)	3
MANDATORY PRE-BID MEETING	3
INVITATION TO SUBMIT A PROPOSAL	3
INSTRUCTIONS TO BIDDERS	4
EVALUATION PROCEDURE AND CRITERIA.....	5
TERMS AND CONDITIONS	5
CONTRACTOR’S RESPONSIBILITIES.....	6
CITY RESPONSIBILITY	7
SETTLEMENT OF DISPUTES	7
INSURANCE.....	7
CONTINUATION OF COVERAGE	7
EXECUTION OF CONTRACT	7
INDEMNIFICATION.....	8
CONFLICT OF INTEREST	8
EXAMINATION OF PROPOSAL MATERIALS.....	8
PROJECT TIMELINE.....	8
SCOPE OF WORK.....	9
ATTACHMENT A - AGREEMENT	10
ATTACHMENT B - BIDDER’S AGREEMENT.....	16
ATTACHMENT C - COST PROPOSAL	17
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM	18
INTRODUCTION	4
REQUEST FOR PROPOSALS (RFP)	4
MANDATORY PRE-BID MEETING	4

INVITATION TO SUBMIT A PROPOSAL	4
INSTRUCTIONS TO BIDDERS	5
EVALUATION PROCEDURE AND CRITERIA.....	6
TERMS AND CONDITIONS	6
CONTRACTOR’S RESPONSIBILITIES.....	7
CITY RESPONSIBILITY	8
SETTLEMENT OF DISPUTES	8
INSURANCE.....	8
CONTINUATION OF COVERAGE	8
EXECUTION OF CONTRACT	8
INDEMNIFICATION.....	9
CONFLICT OF INTEREST	9
EXAMINATION OF PROPOSAL MATERIALS.....	9
PROJECT TIMELINE.....	9
SCOPE OF WORK.....	10
ATTACHMENT A - AGREEMENT	11
ATTACHMENT B - BIDDER’S AGREEMENT.....	17
ATTACHMENT C - COST PROPOSAL	18
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM	19

INTRODUCTION

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors to divide the unisex locker room located in the Adams Fire Station in order to provide separate and private facilities for both male and female firefighters, in accordance to the specifications outlined by the Scope of Work contained in this RFP. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

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

It is anticipated the selection of a firm will be completed by March 18, 2019. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to divide the unisex locker room located in the Adams Fire Station in order to provide separate and private facilities for both male and female firefighters, in accordance the specifications outlined by the Scope of Work contained in this RFP.

The Adams Fire Station is located at: 572 S. Adams Rd, Birmingham, MI 48009

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 will take place on **February 21st, 2019 at 9:00am at the Adams Fire Station located 572 S. Adams Rd Birmingham, MI 48009 (RSVP by 4pm 2/20/2019)**

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **March 12th, 2019 at 2:00pm** to:

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

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**Adams Fire Station Locker Room**". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Carlos Jorge, Maintenance Supervisor, City of Birmingham, 151 Martin Street, Birmingham, MI 48009 or cjorge@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 7 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

8. The Contractor will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B - p. 16)
 - b. Cost Proposal (Attachment C - p. 17)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 18)
 - d. Agreement A (p. 10 – **only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any employees or subcontractors of the Contractor during this project.
9. The contractor will be responsible for getting the building and parking permits at no cost to the contractor.
10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned

upon the faithful performance of the contract, and completion on or before the date specified.

11. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

It is expected work will be completed within four (4) weeks.

The specific timeline for completion of the project will be agreed upon between the City and the successful bidder prior to the start of work.

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

SCOPE OF WORK

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

1. Build, install, and finish permanent interior partition walls so as to divide the unisex locker room located in the Adams Fire Station in order to provide separate and private facilities for both male and female firefighters.
2. The Contractor shall provide the following equipment and perform all services in accordance with the requirements defined by the Specifications and the Drawings outlined in Attachment E.
3. The Contractor will be responsible for obtaining all necessary permits, including but not limited to electrical and mechanical permits, and call for the inspections from the City of Birmingham at no cost to the contractor.
4. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
5. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.
6. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

**ATTACHMENT E - DRAWINGS AND SCOPE OF WORK/
SPECIFICATIONS City of Birmingham Adams Fire Station
Locker Room Renovation**

Luckenbach|Ziegelman|Gardner Architects PLLC

BIRMINGHAM ADAMS FIRE STATION

572 SOUTH ADAMS ROAD / BIRMINGHAM, MICHIGAN

Architect's Project Number: 2018-09

Date Issued: JANUARY 9, 2019
PERMIT REVIEW

SCHEMATIC DESIGN
CONSTR. DOCUMENTS

SHEET INDEX

SHEET NUMBER	TITLE
A100	COVER
A101	PARTIAL FLOOR PLAN / INTERIOR ELEVATIONS / DETAILS
A201	REFLECTED CEILING/LIGHTING/ELECTRICAL PLANS

PROJECT TEAM

PROPERTY OWNER:	CITY OF BIRMINGHAM, MICHIGAN	CLIENT:	BIRMINGHAM FIRE DEPARTMENT	ARCHITECT:	Luckenbach Ziegelman Gardner Architects PLLC 555 Old South Woodward, Suite 27L Birmingham, MI 48009 248-642-3990 248-644-0600
-----------------	------------------------------	---------	----------------------------	------------	---

GENERAL CODE INFORMATION

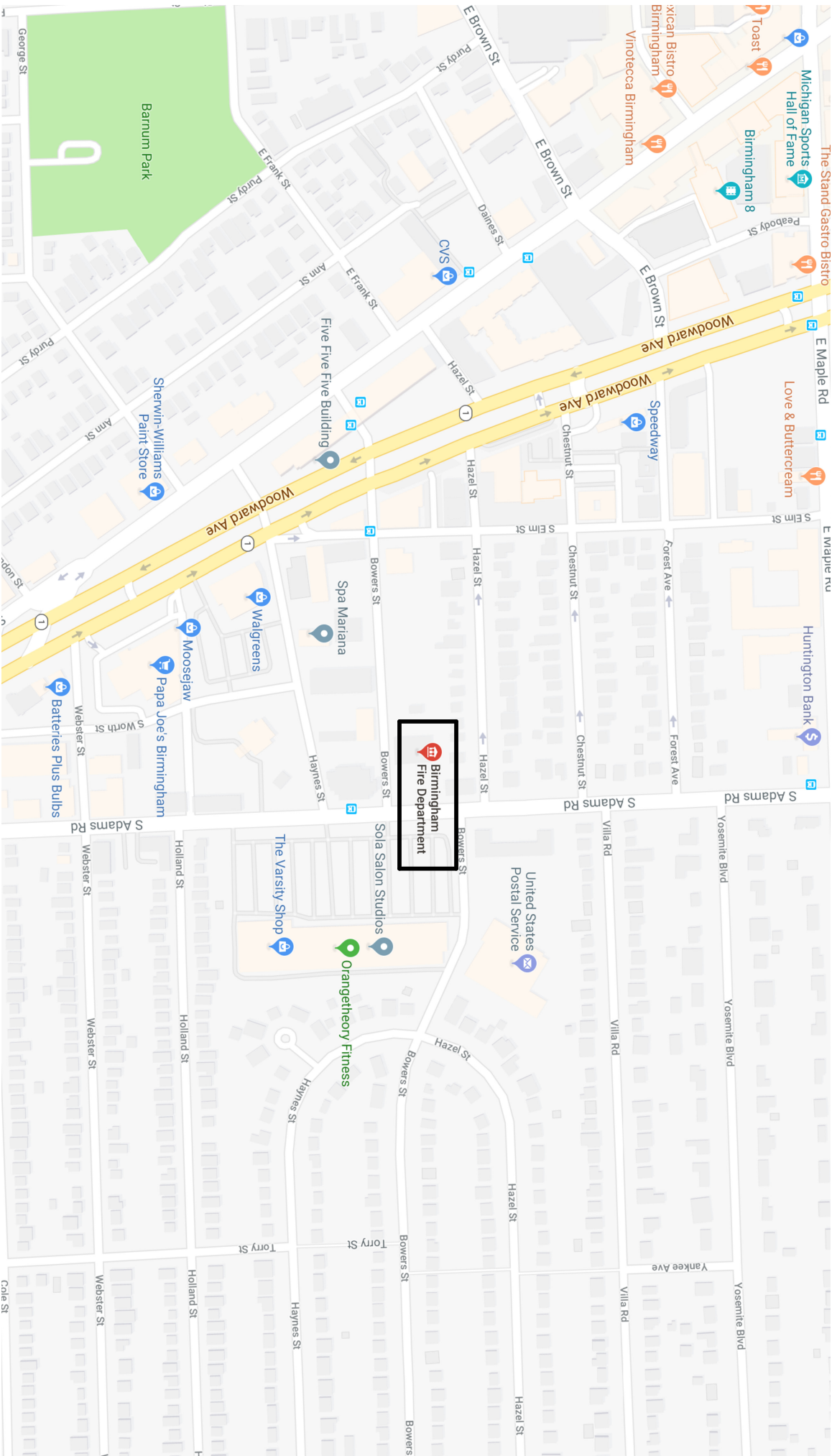
THIS PROJECT WILL COMPLY WITH THE FOLLOWING BUILDING CODES:

- 2015 MICHIGAN BUILDING CODE (MBC)
- 2015 MICHIGAN ELECTRICAL CODE (MEC)
- 2015 MICHIGAN MECHANICAL CODE (MBC)
- 2015 MICHIGAN PLUMBING CODE (MBC)
- 2015 MICHIGAN FIRE CODE (MBC)
- 2015 MICHIGAN ENERGY CODE (MEC)

CONSTRUCTION TYPE:
2C PER JAN 8, 1998
ORIGINAL CONSTRUCTION DOCUMENTS
BUILDING IS SPRINKLED THROUGHOUT

GENERAL PROJECT INFORMATION

PROJECT LOCATION:	572 S ADAMS RD BIRMINGHAM, MI
PROJECT DESCRIPTION:	LOCKER ROOM FACILITIES RENOVATION



NORTH
LOCATION MAP

seal:



Luckenbach
Ziegelman
Gardner
Architects
PLLC

555 South Old Woodward Suite 27L
Birmingham, Michigan 48008
246.644.0800 246.642.3980

project:

City of Birmingham
ADAMS
FIRE STATION

location:

572 South Adams Road
Birmingham, Michigan

sheet title:

FLOOR PLAN
INTERIOR ELEVATIONS
DETAILS

date issued:

10/23/18 OWNER REVIEW
10/8/19 OWNER REVIEW

scale: 1/2" = 1'-0"
unless otherwise noted
project number:

sheet number:

A101

GENERAL CONSTRUCTION NOTES AND KEY

WALL TYPES

- 1 WALL TYPE 1: LIGHT WALL PARTITION
6" GFV BOARD BOTH SIDES TO 7'-4" AFF. (MATCH EXISTING)
3 5/8" STEEL STUD
EXISTING
FILL SOUND PROOFING INSULATION IN WALL CAVITY
- 2 WALL TYPE 2
NEW FULL HEIGHT WALL PARTITION
3 5/8" STEEL STUD BOTH SIDES
FILL SOUND PROOFING INSULATION IN WALL CAVITY
- 3 WALL TYPE 3
NEW PARTIAL HEIGHT WALL PARTITION - ABOVE EXISTING WALL
ONE PRIMER COAT & 2 FINISH COATS
FILL SOUND PROOFING INSULATION IN WALL CAVITY
- 4 WALL TYPE 3: ALL PARTITION
3 5/8" STEEL STUD
GREEN BOARD BOTH SIDES
FILL SOUND PROOFING INSULATION IN WALL CAVITY

SYMBOL / COLOR KEY

- EXISTING WALLS TO REMAIN
- NEW PARTITION WALL (SEE WALL TYPES ABOVE)
- EXISTING FIXTURES TO REMAIN
- NEW FIXTURE AND/OR EQUIPMENT
- EXISTING TOILET FIXTURES TO REMAIN
- EXISTING LOCKERS TO REMAIN
- TYPICAL LOCKER 75 1/2" HEIGHT

PLAN DETAIL
1 1/2" = 1'-0"

WOMEN'S WASH/TLT AREA 201

WOMEN'S CHANGE/SHWR AREA 202

MEN'S WASH/ TLT RM 204

MEN'S SHOWER ROOM 203

MEN'S LOCKER ROOM 205

JANITORS CLOSET (NO CHANGES)

MEN'S TOILET ROOM (NO CHANGES THIS AREA)

PLAN DETAIL
1 1/2" = 1'-0"

WOMEN'S WASH/TLT AREA 201

WOMEN'S CHANGE/SHWR AREA 202

MEN'S WASH/ TLT RM 204

MEN'S SHOWER ROOM 203

MEN'S LOCKER ROOM 205

JANITORS CLOSET (NO CHANGES)

MEN'S TOILET ROOM (NO CHANGES THIS AREA)

1 WASHROOM/LOCKER ROOM PLAN
SCALE 1/2" = 1'-0"

SECTION 1 SINK COUNTER
SCALE 1" = 1'-0"

SECTION 2 SINK COUNTER
SCALE 1" = 1'-0"

SECTION 3 SINK COUNTER
SCALE 1" = 1'-0"

SECTION 4 SINK COUNTER
SCALE 1" = 1'-0"

SECTION 5 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 6 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 7 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 8 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 9 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 10 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 11 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 12 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 13 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 14 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 15 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

SECTION 16 WALL SECTION LOCKER ROOM
SCALE 1" = 1'-0"

seal:



Luckenbach
Ziegelman
Gardner
Architects
PLLC

555 South Old Woodward Suite 27L
Birmingham, Michigan 48009
248.644.0800 248.642.3990

Project:
City of Birmingham
ADAMS
FIRE STATION
location:
572 South Adams Road
Birmingham, Michigan

sheet title:

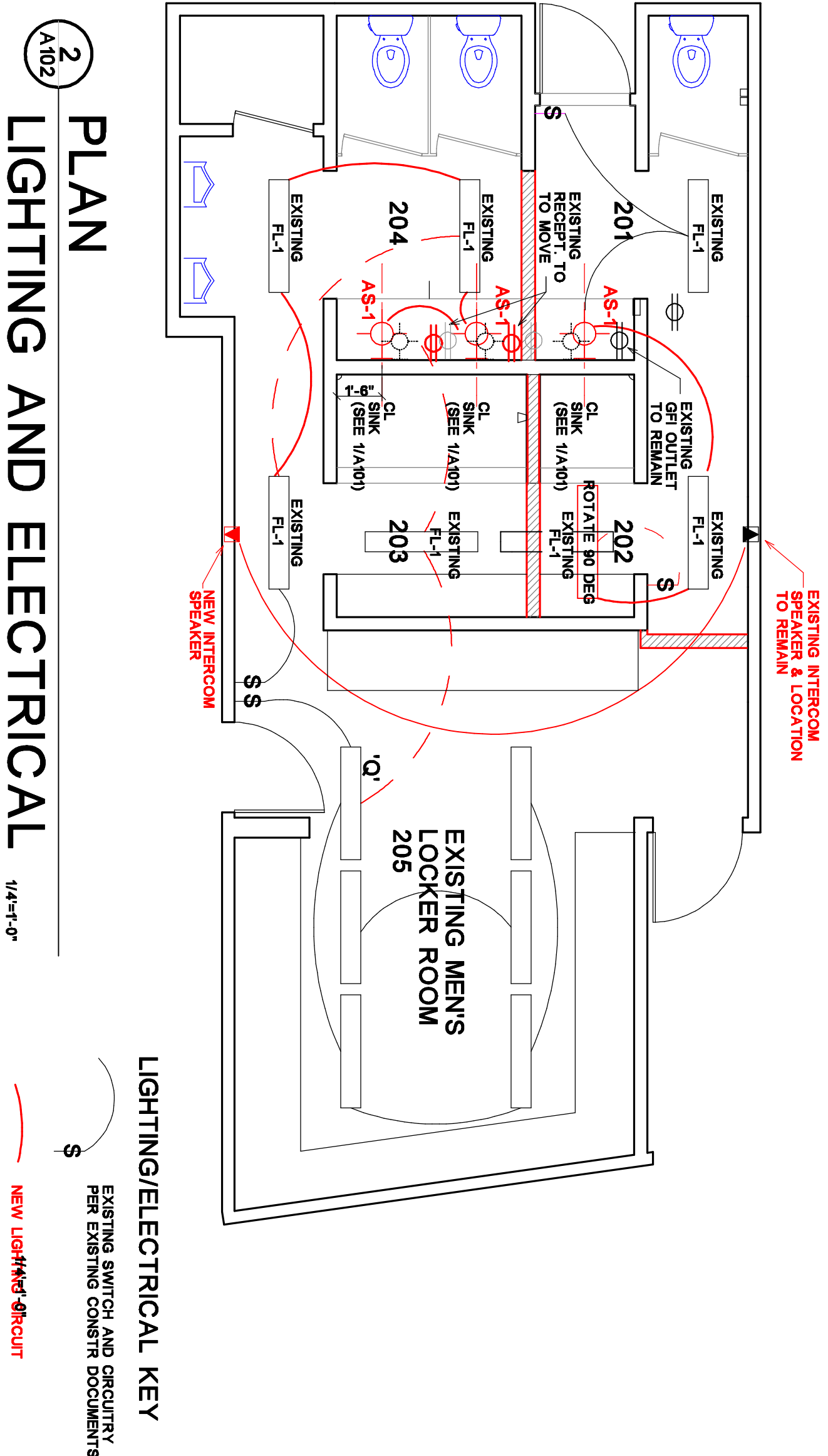
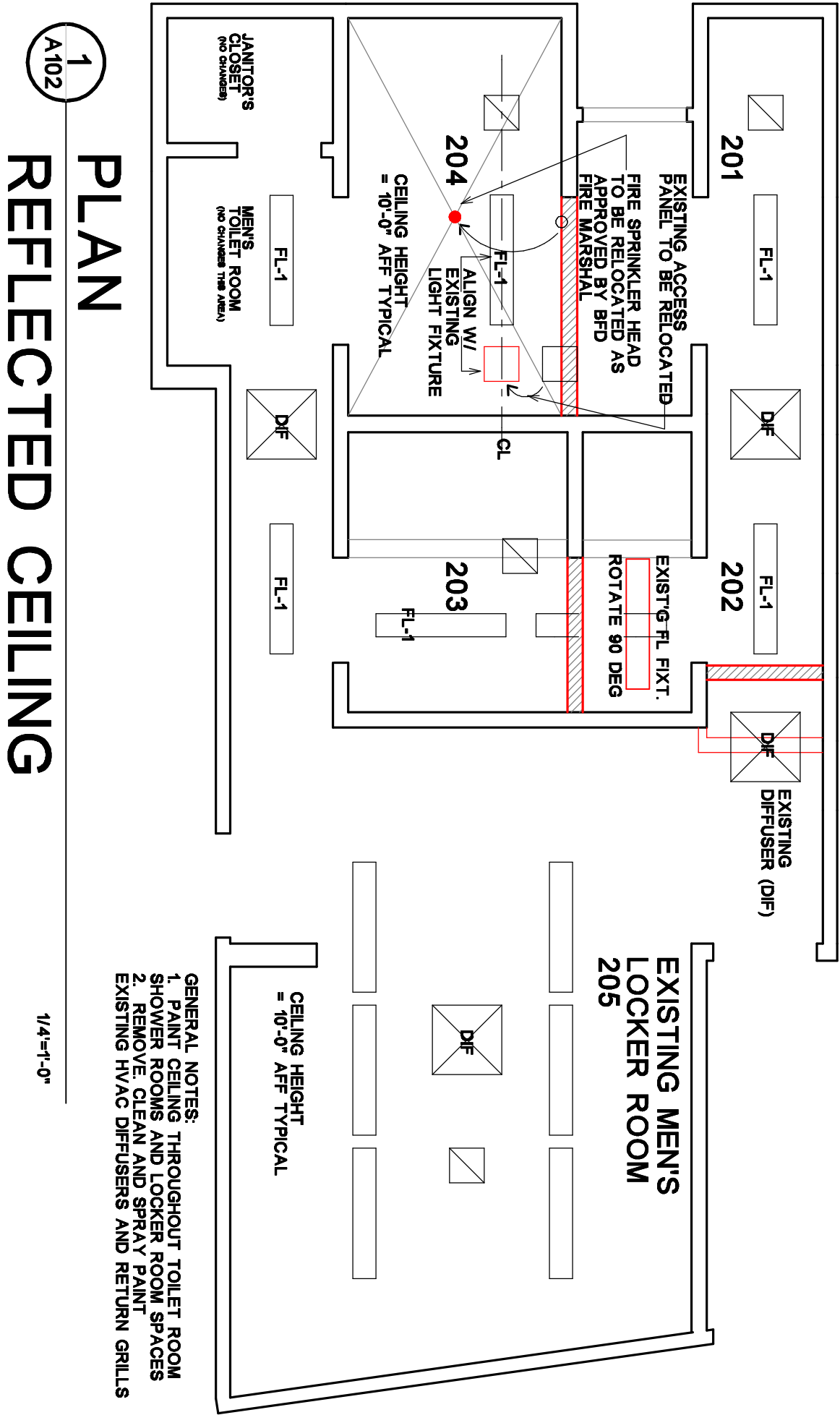
REFLECTED CEILING
LIGHTING AND ELECTRICAL PLAN

date issued:
10.25.18 OWNER REVIEW

Scale: 1/4"= 1'-0"
unless otherwise noted
Project number:
120-18

sheet number:

A102



DIO 7451
SKU 1355002

astro

PRODUCT SPECIFICATION

GENERAL

ITEM NO.	Model Number
DESCRIPTION	Model Number
FEATURES	Model Number
INSTALLATION	Model Number
WARRANTY	Model Number
TECHNICAL	Model Number
ADDITIONAL INFORMATION	Model Number

DETAILS

ITEM NO.	Model Number
DESCRIPTION	Model Number
FEATURES	Model Number
INSTALLATION	Model Number
WARRANTY	Model Number
TECHNICAL	Model Number
ADDITIONAL INFORMATION	Model Number

ELECTRICAL

ITEM NO.	Model Number
DESCRIPTION	Model Number
FEATURES	Model Number
INSTALLATION	Model Number
WARRANTY	Model Number
TECHNICAL	Model Number
ADDITIONAL INFORMATION	Model Number

ADDITIONAL INFORMATION

ITEM NO.	Model Number
DESCRIPTION	Model Number
FEATURES	Model Number
INSTALLATION	Model Number
WARRANTY	Model Number
TECHNICAL	Model Number
ADDITIONAL INFORMATION	Model Number

SEE CATALOG PAGE 135

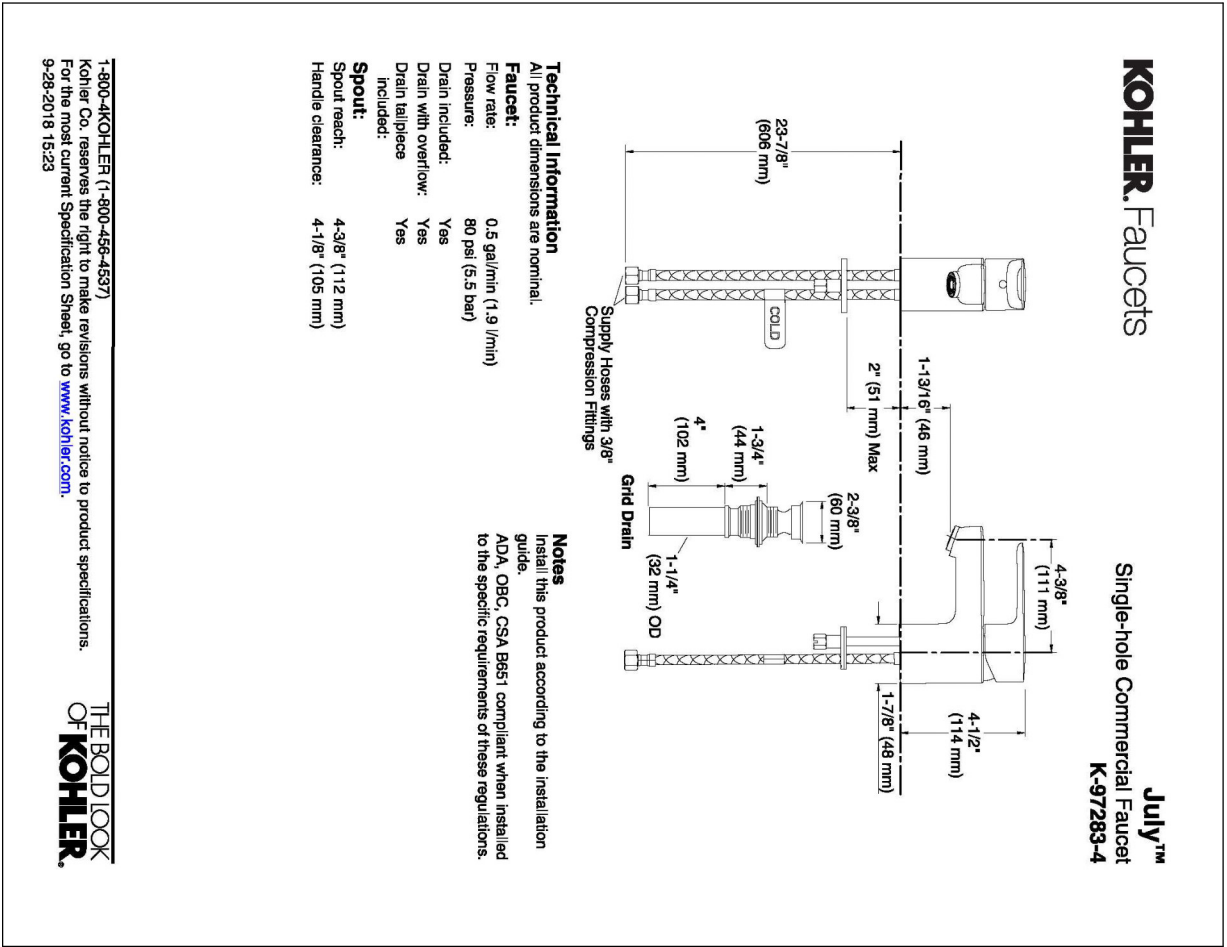
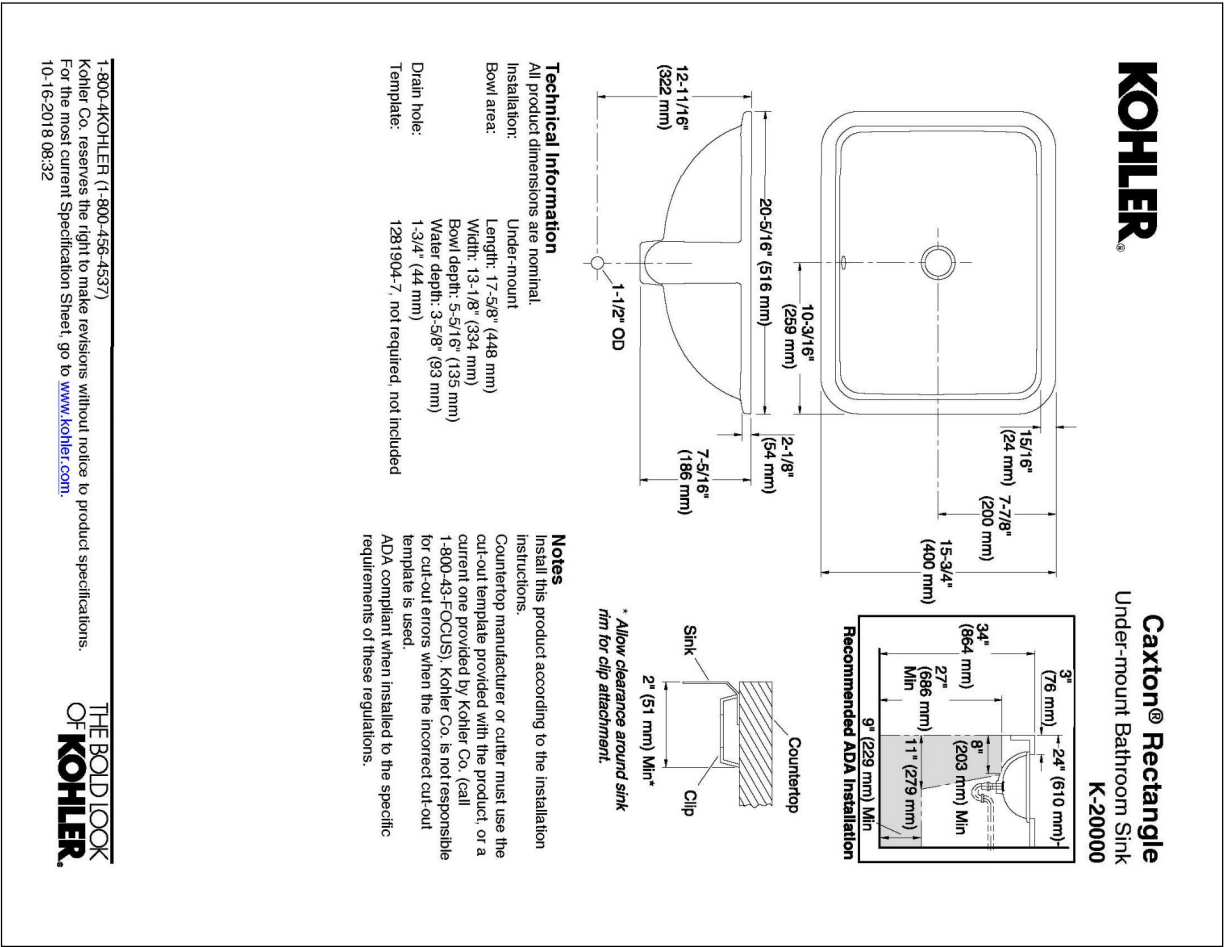
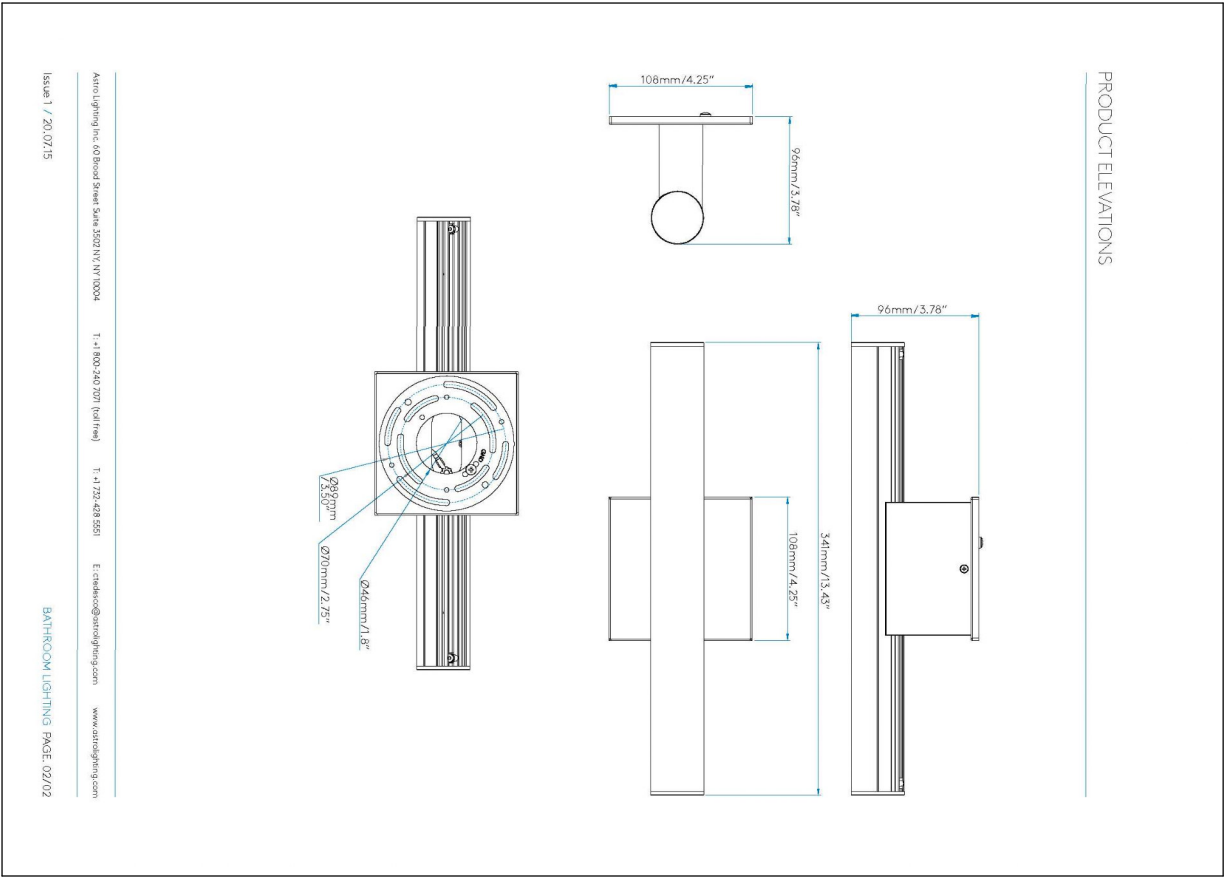
Page 135 of 135

ASTRO LIGHTING INC. (2023)

LIGHTING FIXTURE AS-1

Caxton® Rectangle Under Mount Edition K-2000	
Features	
Components	
Available Color/Finish	

July™ Single-hole Commercial Faucet K-97285-4	
Kohler® Faucets	
Technical Information	
Notes	



Luckenbach|Ziegelman/
Gardner Architects

City of Birmingham – Adams Fire Station Locker Room Facilities Renovation

PROJECT MANUAL
Project No. 2018.09
January, 2019

Owner

City of Birmingham
151 Martin Street
Birmingham, MI 48009

Architect

Luckenbach | Ziegelman/
Gardner Architects
555 South Old Woodward #27L
Birmingham, Michigan 48009

TABLE OF CONTENTS

Division 1	GENERAL REQUIREMENTS
	01100 Summary
	01330 Submittal Procedures
	01732 Selective Demolition
Division 2	SITE – N/A
Division 3	CONCRETE – N/A
Division 4	MASONRY – N/A
Division 5	METALS – N/A
Division 6	WOOD AND PLASTICS
	06100 Rough Carpentry
	060202 Finish Carpentry
Division 7	THERMAL AND MOISTURE PROTECTION
	07210 Building Insulation
Division 8	THERMAL AND MOISTURE PROTECTION – N/A
Division 9	FINISHES
	09250 Gypsum Board
	09310 Ceramic Tile
	09912 Painting
Division 10	SPECIALTIES – N/A
Division 12	FURNISHINGS AND EQUIPMENT
Division 15	MECHANICAL – See Drawings
Division 16	ELECTRICAL – See Drawings

End of Table of Contents

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: City of Birmingham – Adams Fire Station Sho
 - 1. Project Location: 572 S. Adams Road, Birmingham, Michigan 48009.
- B. Owner: City of Birmingham, 151 Martin Street, Birmingham, Michigan 48009.
 - 1. Owner's Representative: Carlos George, City of Birmingham Facilities Manager, 151 Martin Street, Birmingham, Michigan 48009. Telephone 248.644.1800. Email cjorge@bhamgov.org
- C. Architect: Luckenbach|Ziegelman|Gardner Architects PLLC, 555 South Old Woodward Avenue, Suite 27L, Birmingham, Michigan 48009.
- D. The Work consists of the following:
 - 1. The Work includes renovation of existing shower room / wash room locker room area located on the second floor of the existing fire station

END OF SECTION 01100

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.
- B. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
3. Number of Copies: Submit 5 opaque copies of each submittal. Architect[, through Construction Manager,] will return 3 copies].
4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.5 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect[and Construction Manager].
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: [CSI Form 13.2A] .
 1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's[and Construction Manager's] Action: Architect[and Construction Manager] will review each RFI, determine action required, and return it. Allow [seven] working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.

- b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect[and Construction Manager] in writing within [10] days of receipt of the RFI response.
- F. On receipt of Architect's[and Construction Manager's] action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect[and Construction Manager] within [seven] days if Contractor disagrees with response.

END OF SECTION 01310

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 2. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 3. Divisions 2 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's[and Construction Manager's] responsive action.
- B. Informational Submittals: Written information that does not require Architect's[and Construction Manager's] responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect & Owner reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on [Architect's] receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 5 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. .
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 5 days for review of each resubmittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - a. Number and title of appropriate Specification Section.
 - b. Drawing number and detail references, as appropriate.
 - c. Location(s) where product is to be installed, as appropriate.
 - d. Other necessary identification.
- F. Deviations: Highlight, encircle or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect[and Construction Manager] will [return submittals, without review,] received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number[, numbered consecutively].
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect[and Construction Manager] on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are approved.

- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals which are approved from Construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 - 4. Submit Product Data before or concurrent with Samples.
 - 5. Number of Copies: Submit 5 copies of Product Data, unless otherwise indicated. Architect[, through Construction Manager,] will return 2 copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.

- g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 by 36 inches. Retain one of two subparagraphs below. First subparagraph assumes Architect and Contractor will make copies from opaque print.
 - 3. Number of Copies: Submit 3 opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Architect and Owner will retain 3 copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit three (3) set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Owner, will return submittal with options selected.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.

4. Number of Copies: Submit three (3) copies of product schedule or list, unless otherwise indicated. Architect, through Owner, will return two (2) copies.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit 3 copies of each submittal, unless otherwise indicated. Architect[and Construction Manager] will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- D. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- E. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents. Coordinate individual Specification Sections with first paragraph and subparagraphs below by including specific model code organization in that Section. If all are same, insert name below.
- G. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

END OF SECTION 01330

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

- A. Pre-demolition digital imagery (photographs): Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

1.6 PROJECT CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work or will have been removed by Owner under a separate contract.
 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

2.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. [Owner] will arrange to shut off indicated services/systems when requested by Contractor.
 2. Arrange to shut off indicated utilities with utility companies.
 3. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

2.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."

- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

2.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain[fire watch and] portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain adequate ventilation when using cutting torches.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 9. Dispose of demolished items and materials promptly.[Comply with requirements in Division 1 Section "Construction Waste Management."]
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect or Owner, items may be removed to a suitable, protected storage location during selective demolition[and cleaned] and reinstalled in their original locations after selective demolition operations are complete.

2.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

2.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 4. Comply with requirements specified in Division 1 Section "Construction Waste Management."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

2.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 01732

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber & light guage steel.
 - 2. Required wood nailers and blocking at rooftop equipment bases and support curbs.
 - 3. Wood furring, grounds, nailers, and blocking.
 - 4. Sheathing.
 - 5. Construction Panels for miscellaneous uses.
 - 6. Building paper and Water resistive membrane.
 - 7. Carpentry work that is not specified under other sections and which generally is not exposed except as otherwise indicated.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 6 Section "Finish Carpentry" for nonstructural carpentry items exposed to view and not specified in another Section.
 - 2. Division 5 Section "Metal Fabrications."
 - 3. Division 5 Section "Light Gauge Metal Framing."

1.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise specified.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for the following products:
 - 1. Construction panels and Gypsum sheathing.
 - 2. Air-infiltration barriers.
 - 3. Metal framing anchors.
 - 4. Construction adhesives.
- C. Wood treatment data as follows, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials:

1. For each type of preservative-treated wood product, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
 2. For waterborne-treated products, include statement that moisture content of treated materials was reduced to levels indicated before shipment to Project site.
 3. For fire-retardant-treated wood products, include certification by treating plant that treated materials comply with specified standard and other requirements as well as data relative to bending strength, stiffness, and fastener-holding capacities of treated materials.
- D. Material test reports from a qualified independent testing agency indicating and interpreting test results relative to compliance of fire-retardant-treated wood products with requirements indicated.
- E. Warranty of chemical treatment manufacturer for each type of treatment.

1.5 QUALITY ASSURANCE

- A. Single-Source Responsibility for Engineered Wood Products: Obtain each type of engineered wood product from one source and by a single manufacturer.
- B. Single-Source Responsibility for Fire-Retardant-Treated Wood: Obtain each type of fire-retardant-treated wood product from one source and by a single producer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.
1. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
1. APA – American Plywood Association.
 2. NELMA - Northeastern Lumber Manufacturers Association
 3. NLGA - National Lumber Grades Authority (Canadian).
 4. RIS - Redwood Inspection Service.
 5. SPIB - Southern Pine Inspection Bureau.
 6. WCLIB - West Coast Lumber Inspection Bureau.
 7. WWPA - Western Wood Products Association.

- C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
 - 1. For exposed lumber, furnish pieces with grade stamps applied to ends or back of each piece, or omit grade stamps and provide grade-compliance certificates issued by inspection agency.
- D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 1. Provide dressed lumber, S4S, unless otherwise indicated.
 - 2. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. General: Where lumber or plywood is indicated as preservative treated or is specified to be treated, comply with applicable requirements of AWPA C2 (lumber) and AWPA C9 (plywood). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.
- B. Pressure treat aboveground items with waterborne preservatives to a minimum retention of 0.25 lb/cu. ft. (4.0 kg/cu. m). After treatment, kiln-dry lumber and plywood to a maximum moisture content of 19 and 15 percent, respectively. Treat indicated items and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing members less than 18 inches (460 mm) above grade.

2.3 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.
- B. Dimensional Framing / Lumber: Provide framing of the following grade and species:
 - 1. Grade: No. 2.
 - 2. Species: Mixed southern pine; SPIB.
 - 3. Species: Douglas fir-larch; WCLIB or WWP.
 - 4. Species: Hem-fir; WCLIB or WWP.
 - 5. Species: Douglas fir south; WWP.
 - 6. Species: Any species above.
 - 7. .
- C. Concealed Boards: Where boards will be concealed by other work, provide lumber with 19 percent maximum moisture content and of following species and grade:
 - 1. Species and Grade: Eastern softwoods, No. 3 Common per NELMA rules.
 - 2. Species and Grade: Northern species, No. 3 Common or Standard per NLGA rules.
 - 3. Species and Grade: Mixed southern pine, No. 2 per SPIB rules.

4. Species and Grade: Western woods, Standard per WCLIB rules or No. 3 Common per WWPA rules.
5. Species and Grade: Any species above.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.
- C. Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
- D. Grade: For dimension lumber sizes, provide No. 3 or Standard grade lumber per ALSC's NGRs of any species. For board-size lumber, provide No. 3 Common grade per NELMA, NLGA, or WWPA; No. 2 grade per SPIB; or Standard grade per NLGA, WCLIB or WWPA of any species.

2.5 CONCEALED, PERFORMANCE-RATED STRUCTURAL-USE PANELS

- A. General: Where structural-use panels are indicated for the following concealed types of applications, provide APA-performance-rated panels complying with requirements designated under each application for grade, span rating, exposure durability classification, and edge detail (where applicable).
 1. Thickness: Provide panels meeting requirements specified but not less than thickness indicated.
- B. Wall Sheathing: APA-rated Structural I sheathing.
 1. Exposure Durability Classification: Exterior.
 2. Span Rating: As required to suit stud spacing indicated.

2.6 STRUCTURAL-USE PANELS FOR BACKING

- A. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant-treated plywood panels with grade, C-D Plugged Exposure 1, in thickness indicated or, if not otherwise indicated, not less than 15/32 inch (11.9 mm) thick.

2.7 GYPSUM SHEATHING

- A. Gypsum Sheathing Board: Water-resistant-core gypsum sheathing board complying with ASTM C 79 with long edges surfaced with water-repellent paper and as follows:
 1. Type: Regular.
 2. Edge Configuration: Square, for vertical application.
 3. Thickness: 1/2 inch (12.7 mm).
 4. Size: 48 by 108 inches.
 5. Manufacturer: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following, or equal as approved by Architect:
 - a. American Gypsum Co.
 - b. G-P Gypsum Corporation

- c. National Gypsum Company
- d. United States Gypsum Co.

2.8 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIALS

- A. Paper Surfaced Gypsum Sheathing Board: Elastomeric, medium-modulus, neutral curing silicone joint sealant compatible with joint substrates formed by gypsum sheathing and other materials, recommended by sheathing manufacturer for application indicated, and complying with requirements for elastomeric sealants specified in Division 7 Section "Joint Sealants".

2.9 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.
- B. Nails, Wire, Brads, and Staples: FS FF-N-105.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1. (ASME B18.2.3.8M)
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Steel Drill Screws: Steel drill screws in length recommended by sheathing manufacturer for thickness of sheathing board to be attached, with organic polymer or other corrosion-protective coating having a salt spray resistance of more than 800 hours according to ASTM B 117.
 - 1. For Steel framing less than 0.0329 inch (0.835 mm) thick, attach sheathing with steel drill screws complying with ASTM C 1002.
 - 2. For steel framing from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick, attach sheathing with drill screws complying with ASTM C 954.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of rough carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.

- D. Apply field treatment complying with AWP A M4 to cut surfaces of preservative-treated lumber and plywood.
- E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. CABO NER-272 for power-driven staples, P-nails, and allied fasteners.
 - 2. Published requirements of metal framing anchor manufacturer.
 - 3. "Recommended Nailing Schedule" of referenced framing standard and with AFPA's "National Design Specifications for Wood Construction."
- F. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- G. Use hot-dip galvanized or stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.
- H. Countersink nail heads on exposed carpentry work and fill holes with wood filler.

3.2 WOOD NAILERS, BLOCKING, AND SLEEPERS

- A. Install wood nailers, blocking, and sleepers where shown and where required for screeding or attaching other work. Form to shapes shown and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.

3.3 INSTALLATION OF STRUCTURAL-USE PANELS

- A. General: Comply with applicable recommendations contained in APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
 - 1. Comply with "Code Plus" provisions of above-referenced guide.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Sheathing: Screw to framing.
 - 2. Plywood Backing Panels: Screw to supports.

3.4 GYPSUM SHEATHING

- A. General: Fasten gypsum sheathing to supports with self-drill screws. Comply with manufacturer's recommended spacing and referenced fastening schedule. Keep perimeter fasteners 3/8 inch (10 mm) from edges and ends of units. Fit units tightly against each other and around openings.

- B. Install 24-by-96-inch (609-by-2438-mm) sheathing horizontally with long edges at right angles to studs and place in contact with edges of adjacent board without forcing. Abut ends of boards over centers of studs and stagger end joints of adjacent boards not less than 1 stud spacing, 2 where possible.
- C. Seal sheathing joints according to sheathing manufacturer's written recommendations.
 - 1. Apply elastomeric sealant on joints and fasteners and trowel flat. Apply sufficient quantity of sealant to completely cover joints and fasteners after troweling. Seal other penetrations and openings.
 - 2. Apply glass-fiber sheathing tape to glass-mat gypsum sheathing board joints, and apply and trowel silicone emulsion sealant to embed sealant in entire face of tape. Apply sealant to exposed fasteners with a trowel so fasteners are completely covered. Seal other penetrations and openings.

END OF SECTION 06100

SECTION 06202 - INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Shelving[and clothes rods].
- B. Related Sections include the following:
 - 1. Division 6 Section "Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view.
 - 2. Division 6 Section "Interior Architectural Woodwork" for [shop-fabricated interior woodwork] [interior woodwork not specified in this Section].
 - 3. Division 9 Section "Interior Painting" for priming and back priming of interior finish carpentry.

1.3 DEFINITIONS

- A. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NHLA: National Hardwood Lumber Association.
 - 3. NLGA: National Lumber Grades Authority.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.
- B. MDF: Medium-density fiberboard.
- C. MDO Plywood: Plywood with a medium-density overlay on the face.

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained. Include chemical treatment manufacturer's written instructions for finishing treated material.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Samples for Initial Selection: For each type of paneling indicated.
- C. Samples for Verification:
1. For each species and cut of lumber and panel products with non-factory-applied finish, with 1/2 of exposed surface finished, 50 sq. in. (300 sq. cm) for lumber and 8 by 10 inches (200 by 250 mm) for panels.
 2. For each finish system and color of lumber and panel products with factory-applied finish, 50 sq. in. (300 sq. cm) for lumber and 8 by 10 inches (200 by 250 mm) for panels.
 3. For interior wood columns, include[quarter-section] Samples of cap, base, plinth, and 6-inch- (150-mm-) long[quarter-section] Sample of shaft.[Samples need not be same diameter as required columns.]
- D. Research/Evaluation Reports: Showing that fire-retardant-treated wood complies with building code in effect for Project.
- E. Warranty: Special warranty specified in this Section.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect materials against weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation within and around stacks and under temporary coverings.
- B. Deliver interior finish carpentry materials only when environmental conditions meet requirements specified for installation areas. If interior finish carpentry materials must be stored in other than installation areas, store only where environmental conditions meet requirements specified for installation areas.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior finish carpentry materials until building is enclosed and weatherproof, wet work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.
1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

1.7 WARRANTY

- A. Special Warranty for Columns: Manufacturer's standard form, signed by manufacturer, Installer, and Contractor, in which manufacturer agrees to repair or replace columns that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Columns: [Five] years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable grading rules of inspection agencies certified by ALSC's Board of Review.
 - 1. Factory mark each piece of lumber with grade stamp of inspection agency indicating grade, species, moisture content at time of surfacing, and mill.
 - 2. For exposed lumber, mark grade stamp on end or back of each piece[, or omit grade stamp and provide certificates of grade compliance issued by inspection agency].
- B. Softwood Plywood: DOC PS 1.
- C. Hardboard: AHA A135.4.
- D. MDF: ANSI A208.2, Grade [130] [, made with binder containing no urea-formaldehyde resin].
- E. Particleboard: ANSI A208.1, Grade M-2, made with binder containing no urea-formaldehyde resin.
- F. Melamine-Faced Particleboard: Particleboard complying with ANSI A208.1, Grade M-2, finished on both faces with thermally fused, melamine-impregnated decorative paper complying with LMA SAT-1.
 - 1. Color: [White] [As indicated by manufacturer's designations] [Match Architect's samples] [As selected by Architect from manufacturer's full range] <Insert color>.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Lumber: AWPA C2 or AWPA C31 (treated with inorganic boron). Kiln dry after treatment to a maximum moisture content of 19 percent.
- B. Plywood: AWPA C9. Kiln dry after treatment to a maximum moisture content of 18 percent.
- C. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- D. For exposed items indicated to receive transparent finish, do not use chemical formulations that contain colorants or that bleed through or otherwise adversely affect finishes.
- E. Do not use material that is warped or does not comply with requirements for untreated material.
- F. Mark lumber with treatment quality mark of an inspection agency approved by ALSC's Board of Review.
- G. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

- H. Application: [Where indicated] .

2.3 SHELVING AND CLOTHES RODS

- A. [Exposed] [Closet] [Utility] Shelving: Made from [the following material], 3/4 inch (19 mm) thick.
- B. Shelf Brackets with Rod Support: BHMA A156.16, B04051; prime-painted formed steel.
- C. Shelf Brackets without Rod Support: BHMA A156.16, B04041; prime-painted formed steel.
- D. Clothes Rods: 1-5/16-inch- (33-mm-) diameter, [aluminum tubes] [chrome-plated steel tubes].
- E. Rod Flanges: [Aluminum] [Chrome-plated steel] [Stainless steel].

2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
 - 1. Where galvanized finish is indicated, provide fasteners and anchorages with hot-dip galvanized coating complying with ASTM A 153/A 153M.
- B. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use.
 - 1. Use wood glue that has a VOC content of 30 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Multipurpose Construction Adhesive: Formulation complying with ASTM D 3498 that is recommended for indicated use by adhesive manufacturer.
 - 1. Use adhesive that has a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours[unless longer conditioning is recommended by manufacturer].

3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
 - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- B. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - 1. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Countersink fasteners, fill surface flush, and sand where face fastening is unavoidable.
 - 3. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining interior finish carpentry with 1/32-inch (0.8-mm) maximum offset for flush installation and 1/16-inch (1.5-mm) maximum offset for reveal installation.
 - 4. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

3.4 SHELVING AND CLOTHES ROD INSTALLATION

- A. Install shelf brackets according to manufacturer's written instructions, spaced not more than 36 inches (900 mm) o.c. Fasten to framing members, blocking, or metal backing, or use toggle bolts or hollow wall anchors.
- B. Cut shelves to neatly fit openings with only enough gap to allow shelves to be removed and reinstalled. Install shelves, fully seated on cleats, brackets, and supports.
 - 1. Fasten shelves to cleats with finish nails or trim screws, set flush.
 - 2. Fasten shelves to brackets to comply with bracket manufacturer's written instructions.
- C. Install rod flanges for rods as indicated. Fasten to shelf cleats, framing members, blocking, or metal backing, or use toggle bolts or hollow wall anchors. Install rods in rod flanges.

3.5 ADJUSTING

- A. Replace interior finish carpentry that is damaged or does not comply with requirements. Interior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing. Adjust joinery for uniform appearance.

3.6 CLEANING

- A. Clean interior finish carpentry on exposed and semi exposed surfaces. Touch up factory-applied finishes to restore damaged or soiled areas.

3.7 PROTECTION

- A. Protect installed products from damage from weather and other causes during remainder of the construction period.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
 - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 06202

SECTION 07210 - BUILDING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Concealed building insulation.
 - 2. Vapor retarders.
- B. Related Sections include the following:
 - 1. Division 15 Section "Mechanical Insulation."

1.3 DEFINITIONS

- A. Mineral-Fiber Insulation: Insulation composed of rock-wool fibers, slag-wool fibers, or glass fibers; produced in boards and blanket with latter formed into batts (flat-cut lengths) or rolls.

1.4 PERFORMANCE REQUIREMENTS

- A. Plenum Rating: Provide glass-fiber insulation where indicated in ceiling plenums whose test performance is rated as follows for use in plenums as determined by testing identical products per "Erosion Test" and "Mold Growth and Humidity Test" described in UL 181, or on comparable tests from another standard acceptable to authorities having jurisdiction.
 - 1. Erosion Test Results: Insulation shows no visible evidence of cracking, flaking, peeling, or delamination of interior surface of duct assembly, after testing for 4 hours at 2500-fpm (13-m/s) air velocity.
 - 2. Mold Growth and Humidity Test Results: Insulation shows no evidence of mold growth, delamination, or other deterioration due to the effects of high humidity, after inoculation with *Chaetomium globosum* on all surfaces and storing for 60 days at 100 percent relative humidity in the dark.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: Full-size units for each type of exposed insulation indicated.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for insulation products.
- D. Research/Evaluation Reports: For foam-plastic insulation.

1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of building insulation through one source from a single manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Protect plastic insulation as follows:
 - 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
 - 2. Protect against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.
 - 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 - 2. Products: Subject to compliance with requirements, provide one of the products specified.
 - 3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
 - 4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 GLASS-FIBER BLANKET INSULATION

- A. Available Manufacturers:
 - 1. CertainTeed Corporation.
 - 2. Guardian Fiberglass, Inc.
 - 3. Johns Manville.
 - 4. Owens Corning.
- B. Unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.
- C. Faced, Glass-Fiber Blanket Insulation: ASTM C 665, Type III (blankets with reflective membrane facing), Class A (membrane-faced surface with a flame-spread index of 25 or less); Category 1

(membrane is a vapor barrier), faced with[foil-scrim-kraft, foil-scrim, or foil-scrim-polyethylene] [polypropylene-scrim-kraft] vapor-retarder membrane on 1 face.

- D. Where glass-fiber blanket insulation is indicated by the following thicknesses, provide blankets in batt or roll form with thermal resistances indicated:
1. 3-1/2 inches (89 mm) thick with a thermal resistance of 11 deg F x h x sq. ft./Btu at 75 deg F (1.9 K x sq. m/W at 24 deg C).
 2. 3-5/8 inches (92 mm) thick with a thermal resistance of 11 deg F x h x sq. ft./Btu at 75 deg F (1.9 K x sq. m/W at 24 deg C).
 3. 5-1/2 inches (140 mm) thick with a thermal resistance of 21 deg F x h x sq. ft./Btu at 75 deg F (3.7 K x sq. m/W at 24 deg C).

2.3 VAPOR RETARDERS

- A. Reinforced-Polyethylene Vapor Retarders: 2 outer layers of polyethylene film laminated to an inner reinforcing layer consisting of either nylon cord or polyester scrim and weighing not less than 25 lb/1000 sq. ft. (12 kg/100 sq. m), with maximum permeance rating of 0.0507 perm (2.9 ng/Pa x s x sq. m).
1. Available Products:
 - a. Raven Industries Inc.; DURA-SKRIM 6WW.
 - b. Reef Industries, Inc.; Griffolyn T-65.
- B. Fire-Retardant, Reinforced-Polyethylene Vapor Retarders: 2 outer layers of polyethylene film laminated to an inner reinforcing layer consisting of either nonwoven grid of nylon cord or polyester scrim and weighing not less than 22 lb/1000 sq. ft. (10 kg/100 sq. m), with maximum permeance rating of 0.1317 perm (7.56 ng/Pa x s x sq. m) and with flame-spread and smoke-developed indexes of not more than 5 and 60, respectively.
1. Available Products:
 - a. Raven Industries Inc.; DURA-SKRIM 2FR.
 - b. Reef Industries, Inc.; Griffolyn T-55 FR.
- C. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
- D. Vapor-Retarder Fasteners: Pancake-head, self-tapping steel drill screws; with fender washers.
- E. Single-Component Nonsag Urethane Sealant: ASTM C 920, Type I, Grade NS, Class 25, Use NT related to exposure, and Use O related to vapor-barrier-related substrates.
- F. Adhesive for Vapor Retarders: Product recommended by vapor-retarder manufacturer and with demonstrated capability to bond vapor retarders securely to substrates indicated.

2.4 INSULATION FASTENERS

- A. Adhesively Attached, Spindle-Type Anchors: Plate welded to projecting spindle; capable of holding insulation of thickness indicated securely in position indicated with self-locking washer in place; and complying with the following requirements:
1. Available Products:

- a. AGM Industries, Inc.; Series T TACTOO Insul-Hangers.
 - b. Eckel Industries of Canada; Stic-Klip Type N Fasteners.
 - c. Gemco; Spindle Type.
 2. Plate: Perforated galvanized carbon-steel sheet, 0.030 inch (0.762 mm) thick by 2 inches (50 mm) square.
 3. Spindle: Copper-coated, low carbon steel; fully annealed; 0.105 inch (2.67 mm) in diameter; length to suit depth of insulation indicated.
- B. Adhesively Attached, Angle-Shaped, Spindle-Type Anchors: Angle welded to projecting spindle; capable of holding insulation of thickness indicated securely in position indicated with self-locking washer in place; and complying with the following requirements:
 1. Available Products:
 - a. Gemco; 90-Degree Insulation Hangers.
 2. Angle: Formed from 0.030-inch- (0.762-mm-) thick, perforated, galvanized carbon-steel sheet with each leg 2 inches (50 mm) square.
 3. Spindle: Copper-coated, low carbon steel; fully annealed; 0.105 inch (2.67 mm) in diameter; length to suit depth of insulation indicated.
 - a. .

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements of Sections in which substrates and related work are specified and for other conditions affecting performance.
 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of substances harmful to insulation or vapor retarders, including removing projections capable of puncturing vapor retarders or of interfering with insulation attachment.

3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- C. Water-Piping Coordination: If water piping is located within insulated exterior walls, coordinate location of piping to ensure that it is placed on warm side of insulation and insulation encapsulates piping.
- D. For preformed insulating units, provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to

produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.4 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Seal joints between foam-plastic insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.
- C. Set vapor-retarder-faced units with vapor retarder to warm side of construction, unless otherwise indicated.
 - 1. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to surrounding construction to ensure airtight installation.
- D. Install mineral-fiber insulation in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch (76-mm) clearance of insulation around recessed lighting fixtures.
 - 4. Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.
 - 5. For metal-framed wall cavities where cavity heights exceed 96 inches (2438 mm), support unfaced blankets mechanically and support faced blankets by taping stapling flanges to flanges of metal studs.
 - 6. Install insulation where it contacts perimeter fire-containment system to prevent insulation from bowing under pressure from perimeter fire-containment system.
- E. Stuff glass-fiber loose-fill insulation into miscellaneous voids and cavity spaces where shown. Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).

3.5 INSTALLATION OF VAPOR RETARDERS

- A. General: Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage system as indicated. Extend vapor retarder to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.
- B. Seal vertical joints in vapor retarders over framing by lapping not less than two wall studs. Fasten vapor retarders to wood framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints. Space fasteners 16 inches (400 mm) o.c.
- C. Before installing vapor retarder, apply urethane sealant to flanges of metal framing including runner tracks, metal studs, and framing around door and window openings. Seal overlapping joints in vapor retarders with vapor-retarder tape according to vapor-retarder manufacturer's written instructions. Seal butt joints with vapor-retarder tape. Locate all joints over framing members or other solid substrates.

- D. Firmly attach vapor retarders to metal framing and solid substrates with vapor-retarder fasteners as recommended by vapor-retarder manufacturer.
- E. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarder.
- F. Repair tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarder.

3.6 PROTECTION

- A. Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07210

SECTION 09250 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Interior gypsum board.
- B. Related Sections include the following:
 - 1. Division 5 Section "Cold-Formed Metal Framing" for load-bearing steel framing that supports gypsum board.
 - 2. Division 7 Section "Building Insulation" for insulation and vapor retarders installed in assemblies that incorporate gypsum board.
 - 3. Division 9 Section "Non-Load-Bearing Steel Framing" for non-structural framing and suspension systems that support gypsum board.
 - 4. Division 9 painting Sections for primers applied to gypsum board surfaces.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

- A. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

1.5 STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PANELS, GENERAL

- A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Gypsum Co.
 - b. G-P Gypsum.
 - c. National Gypsum Company.
 - d. USG Corporation.
- B. Regular Type:
 1. Thickness: 5/8 inch (12.7 mm).
 2. Long Edges: Tapered.
 3. Core: 5/8 inch (15.9 mm) regular type.

2.3 TILE BACKING PANELS

- A. Water-Resistant Gypsum Backing Board: ASTM C 630/C 630M or ASTM C 1396/C 1396M.
 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Gypsum Co.
 - b. G-P Gypsum.
 - c. National Gypsum Company.
 - d. USG Corporation.
 3. Core: 5/8 inch (15.9 mm) regular type.
- B. Glass-Mat, Water-Resistant Backing Board:

1. Complying with ASTM C 1178/C 1178M.
 - a. Product: Subject to compliance with requirements, provide "DensShield Tile Guard" by G-P Gypsum.
2. Complying with ASTM C1177/C 1177M.
 - a. Product: Subject to compliance with requirements, provide "DensArmor Plus Interior Guard" by G-P Gypsum.
3. Core: 5/8 inch, Type X.

C. Cementitious Backer Units: ANSI A118.9.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Custom Building Products; Wonderboard.
 - b. FinPan, Inc.; Util-A-Crete Concrete Backer Board.
 - c. USG Corporation; DUROCK Cement Board.
3. Thickness: As indicated on Drawings] [1/2 inch (12.7 mm)] <Insert thickness>.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. Expansion (control) joint.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Wallboard: Paper.
2. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints[, rounded or beveled panel edges,] and damaged surface areas, use setting-type taping compound.

2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use [setting-type taping] [drying-type, all-purpose] compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.
5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
 1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
- E. Acoustical Sealant: As specified in Division 7 Section "Joint Sealants."
- F. Thermal Insulation: As specified in Division 7 Section "Building Insulation."
- G. Vapor Retarder: As specified in Division 7 Section "Building Insulation."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.

- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Regular Type: Vertical surfaces, unless otherwise indicated. Other surfaces as indicated on drawings.
- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing, unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally, unless otherwise indicated or required by fire-resistance-rated assembly.
 - 3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 - 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 APPLYING EXTERIOR GYPSUM PANELS FOR CEILINGS AND SOFFITS

- A. Apply panels perpendicular to supports, with end joints staggered and located over supports.
 - 1. Install with 1/4-inch (6.4-mm) open space where panels abut other construction or structural penetrations.
 - 2. Fasten with corrosion-resistant screws.

3.5 APPLYING TILE BACKING PANELS

- A. Water-Resistant Gypsum Backing Board: Install in toilet rooms and where indicated. Install with 1/4-inch (6.4-mm) gap where panels abut other construction or penetrations.
- B. Areas Not Subject to Wetting: Install regular-type gypsum wallboard panels to produce a flat surface except in toilet rooms and other locations indicated to receive water-resistant panels.
- C. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.6 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners, unless otherwise indicated.
 - 2. Bullnose Bead: Use at outside corners where indicated.
 - 3. LC-Bead: Use at exposed panel edges.
 - 4. L-Bead: Use where indicated.
- D. Aluminum Trim: Install in locations indicated on Drawings.

3.7 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints[, rounded or beveled edges,] and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 3: Inside service rooms such as electrical and janitor closet. .
 - 3. Level 5: Typical. Exposed areas.

- a. Primer and its application to surfaces are specified in other Division 9 Sections.

- E. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.8 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09250

SECTION 09310 - CERAMIC TILE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Porcelain tile on floors and walls as scheduled.
 - 2. Waterproof membrane for thin-set tile installations.
- B. Related Sections include the following:
 - 1. Division 7 Section "Joint Sealants" for sealing of expansion, contraction, control, and isolation joints in tile surfaces.
 - 2. Division 9 Section "Gypsum Board Assemblies" for cementitious backer units.
 - 3. Division 9 Section "Dimension Stone Tile", including granite, marble or quartz vanity tops.

1.3 DEFINITIONS

- A. Module Size: Actual tile size (minor facial dimension as measured per ASTM C 499) plus joint width indicated.
- B. Facial Dimension: Actual tile size (minor facial dimension as measured per ASTM C 499).
- C. Facial Dimension: Nominal tile size as defined in ANSI A137.1.

1.4 PERFORMANCE REQUIREMENTS

- A. Static Coefficient of Friction: For tile installed on walkway surfaces, provide products with the following values as determined by testing identical products per ASTM C 1028:
 - 1. Level Surfaces: Minimum 0.6.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of tile and grout indicated. Include Samples of accessories involving color selection.
- C. Samples for Verification:
 - 1. Full-size units of each type and composition of tile and for each color and finish required.

2. Assembled samples with grouted joints for each type and composition of tile and for each color and finish required, at least 12 inches (300 mm) square and mounted on rigid panel. Use grout of type and in color or colors approved for completed work.
- D. Product Certificates: For each type of product, signed by product manufacturer.
- E. Qualification Data: For Installer.
- F. Material Test Reports: For each tile-setting and -grouting product[and special-purpose tile].

1.6 QUALITY ASSURANCE

- A. Source Limitations for Tile: Obtain all tile of same color or finish from one source or producer.
 1. Obtain tile from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from a single manufacturer and each aggregate from one source or producer.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirement in ANSI A137.1 for labeling sealed tile packages.
- B. Store tile and cementitious materials in a dry location.
- C. Store liquid latexes and emulsion adhesives in unopened containers and protected from freezing.
- D. Handle tile that has temporary protective coating on exposed surfaces to prevent coated surfaces from contacting backs or edges of other units. If coating does contact bonding surfaces of tile, remove coating from bonding surfaces before setting tile.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
 2. Products: Subject to compliance with requirements, provide one of the products specified.

3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1, "Specifications for Ceramic Tile," for types, compositions, and other characteristics indicated.
 1. Provide tile complying with Standard grade requirements, unless otherwise indicated.
 2. For facial dimensions of tile, comply with requirements relating to tile sizes specified in Part 1 "Definitions" Article.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI standards referenced in "Setting and Grouting Materials" Article.
- C. Colors, Textures, and Patterns: Where manufacturer's standard products are indicated for tile, grout, and other products requiring selection of colors, surface textures, patterns, and other appearance characteristics, provide specific products or materials complying with the following requirements:
 1. As indicated by manufacturer's designations.
- D. Factory Blending: For tile exhibiting color variations within ranges selected during Sample submittals, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.
- E. Mounting: For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer, unless otherwise indicated.
 1. Where tile is indicated for installation [in swimming pools] [on exteriors] [or] [in wet areas], do not use back- or edge-mounted tile assemblies unless tile manufacturer specifies in writing that this type of mounting is suitable for installation indicated and has a record of successful in-service performance.
- F. Factory-Applied Temporary Protective Coating: Where indicated under tile type, protect exposed surfaces of tile against adherence of mortar and grout by precoat with continuous film of petroleum paraffin wax, applied hot. Do not coat unexposed tile surfaces.

2.3 TILE PRODUCTS

- A. LWT-1: Glazed Ceramic Mosaic Tile: Factory-mounted flat tile:
 1. Tile body: Porcelain.
 2. Nominal facial dimensions: 2 inches by 2 inches.
 3. Thickness: 1/8 inch, nominal.
 4. Surface configuration: Plain with cushion edge.
 5. Match Existing Tile
 - 1) Surface bullnose.
 - 2) Cove base.
 - 3) Field Tile
 6. Manufacturers: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:

- B. Latex-Portland Cement Product: Flexible mortar consisting of cement-based mix and acrylic-latex additive.
 - 1. Available Products:
 - a. MAPEI Corporation; PRP 315.
 - b. TEC Specialty Products Inc.; TA-324, Triple Flex.
- C. Urethane Waterproofing and Tile-Setting Adhesive: One-part liquid-applied urethane[, with a VOC content of 65 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24),] in a consistency suitable for trowel application and intended for use as both waterproofing and tile-setting adhesive in a two-step process.
 - 1. Available Products:
 - a. Bostik; Hydroment Ultra-Set.
 - b. Southern Grouts & Mortars, Inc.; Deck-Seal 1000.

2.4 SETTING AND GROUTING MATERIALS

- A. Available Manufacturers:
 - 1. DAP, Inc.
 - 2. LATICRETE International Inc.
 - 3. MAPEI Corporation.
 - 4. TEC Specialty Products Inc.
- B. Latex-Portland Cement Mortar (Thin Set): ANSI A118.4, consisting of the following:
 - 1. Prepackaged dry-mortar mix containing dry, redispersible, ethylene vinyl acetate additive to which only water must be added at Project site.
 - 2. Prepackaged dry-mortar mix combined with acrylic resin or styrene-butadiene-rubber liquid-latex additive.
 - a. For wall applications, provide nonsagging mortar that complies with Paragraph F-4.6.1 in addition to the other requirements in ANSI A118.4.
- C. Polymer-Modified Tile Grout: ANSI A118.7. Match existing color as indicated.
 - 1. Polymer Type: Ethylene vinyl acetate, in dry, redispersible form, prepackaged with other dry ingredients.
 - 2. Polymer Type: Acrylic resin or styrene-butadiene rubber in liquid-latex form for addition to prepackaged dry-grout mix.
 - 3. Polymer Type: Either ethylene vinyl acetate, in dry, redispersible form, prepackaged with other dry ingredients, or acrylic resin or styrene-butadiene rubber in liquid-latex form for addition to prepackaged dry-grout mix.
 - a. Unsanded grout mixture for joints 1/8 inch (3.2 mm) and narrower.

2.5 ELASTOMERIC SEALANTS

- A. General: Provide manufacturer's standard chemically curing, elastomeric sealants of base polymer and characteristics indicated that comply with applicable requirements in Division 7 Section "Joint Sealants."

- B. Colors: Provide colors of exposed sealants to match colors of grout in tile adjoining sealed joints, unless otherwise indicated.
- C. One-Part, Mildew-Resistant Silicone Sealant: ASTM C 920; Type S; Grade NS; Class 25; Uses NT, G, A, and, as applicable to nonporous joint substrates indicated, O; formulated with fungicide, intended for sealing interior ceramic tile joints and other nonporous substrates that are subject to in-service exposures of high humidity and extreme temperatures.
 - 1. Available Products:
 - a. Dow Corning Corporation; Dow Corning 786.
 - b. GE Silicones; Sanitary 1700.
 - c. Tremco, Inc.; Tremsil 600 White.

2.6 MIXING MORTARS AND GROUT

- A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.
- B. Add materials, water, and additives in accurate proportions.
- C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
 - 1. Verify that substrates for setting tile are firm; dry; clean; free of oil, waxy films, and curing compounds; and within flatness tolerances required by referenced ANSI A108 Series of tile installation standards for installations indicated.
 - 2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed before installing tile.
 - 3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.
- B. Provide concrete substrates for tile floors installed with thin-set mortar that complies with flatness tolerances specified in referenced ANSI A108 Series of tile installation standards.

1. Fill cracks, holes, and depressions with trowelable leveling and patching compound according to tile-setting material manufacturer's written instructions. Use product specifically recommended by tile-setting material manufacturer.
 2. Remove protrusions, bumps, and ridges by sanding or grinding.
- C. Blending: For tile exhibiting color variations within ranges selected during Sample submittals, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.
- D. Field-Applied Temporary Protective Coating: Where indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, precoat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

3.3 INSTALLATION, GENERAL

- A. ANSI Tile Installation Standards: Comply with parts of ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in ceramic tile installation schedules.
- B. TCA Installation Guidelines: TCA's "Handbook for Ceramic Tile Installation." Comply with TCA installation methods indicated in ceramic tile installation schedules.
- C. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- E. Jointing Pattern: Lay tile in grid pattern, unless otherwise indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.
- F. Grout tile to comply with requirements of the following tile installation standards:
1. For ceramic tile grouts (sand-portland cement; dry-set, commercial portland cement; and latex-portland cement grouts), comply with ANSI A108.10.

3.4 WATERPROOFING MEMBRANE INSTALLATION

- A. Install waterproofing to comply with ANSI A108.13 and waterproofing manufacturer's written instructions to produce waterproof membrane of uniform thickness bonded securely to substrate.
- B. Install crack-suppression membrane to comply with manufacturer's written instructions to produce membrane of uniform thickness bonded securely to substrate.
- C. Do not install tile over waterproofing until waterproofing has cured and been tested to determine that it is watertight.

3.5 FLOOR TILE INSTALLATION

- A. General: Install tile to comply with requirements in the Floor Tile Installation Schedule, including those referencing TCA installation methods and ANSI A108 Series of tile installation standards.
 - 1. For installations indicated below, follow procedures in ANSI A108 Series tile installation standards for providing 95 percent mortar coverage.
 - a. Tile floors composed of tiles 8 by 8 inches (200 by 200 mm) or larger.
 - b. Tile floors composed of rib-backed tiles.
- B. Joint Widths: Install tile on floors with the following joint widths:
 - 1. Porcelain Tile: 1/16 inch (1.6 mm) or match existing as applicable.

3.6 WALL TILE INSTALLATION

- A. Install types of tile designated for wall installations to comply with requirements in the Wall Tile Installation Schedule, including those referencing TCA installation methods and ANSI setting-bed standards.
- B. Install metal lath and scratch coat for walls to comply with ANSI A108.1A, Section 4.1.
- C. Joint Widths: Install tile on walls with the following joint widths:
 - 1. Porcelain Tile: 1/16 inch (1.6 mm) or match existing as applicable.

3.7 CLEANING AND PROTECTING

- A. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove latex-portland cement grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions, but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.
 - 3. Remove temporary protective coating by method recommended by coating manufacturer that is acceptable to tile and grout manufacturer. Trap and remove coating to prevent it from clogging drains.
- B. When recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear.
- C. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- D. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

END OF SECTION 09310

SECTION 09912 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Steel.
 - 2. Galvanized metal.
 - 3. Gypsum board.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Label each coat of each Sample.
 - 3. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 QUALITY ASSURANCE

- A. MPI Standards:
 - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
 - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.
- B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect or Owner will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Wall and Ceiling Surfaces: Provide samples of at least 10 sq. ft.
 - b. Other Items: Architect will designate items or areas required.
2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
3. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Benjamin Moore & Co.
 2. Coronado Paint.
 3. PPG Architectural Finishes, Inc.
 4. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

- A. Chemical Components of Interior Paints and Coatings: Provide products that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical restrictions:

1. Flat Paints and Coatings: VOC content of not more than 50 g/L.
2. Non-Flat Paints and Coatings: VOC content of not more than 150 g/L.
3. Restricted Components: Paints and coatings shall not contain any of the following:
 - a. Acrolein.
 - b. Acrylonitrile.
 - c. Antimony.
 - d. Benzene.
 - e. Butyl benzyl phthalate.
 - f. Cadmium.
 - g. Di (2-ethylhexyl) phthalate.
 - h. Di-n-butyl phthalate.
 - i. Di-n-octyl phthalate.
 - j. 1,2-dichlorobenzene.
 - k. Diethyl phthalate.
 - l. Dimethyl phthalate.
 - m. Ethylbenzene.
 - n. Formaldehyde.
 - o. Hexavalent chromium.
 - p. Isophorone.
 - q. Lead.
 - r. Mercury.
 - s. Methyl ethyl ketone.
 - t. Methyl isobutyl ketone.
 - u. Methylene chloride.
 - v. Naphthalene.
 - w. Toluene (methylbenzene).
 - x. 1,1,1-trichloroethane.
 - y. Vinyl chloride.

- B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

- C. Chemical Components of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical restrictions; these requirements do not apply to primers or finishes that are applied in a fabrication or finishing shop:

1. Flat Paints and Coatings: VOC content of not more than 50 g/L.
2. Nonflat Paints and Coatings: VOC content of not more than 150 g/L.
3. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
4. Restricted Components: Paints and coatings shall not contain any of the following:
 - a. Acrolein.

- b. Acrylonitrile.
- c. Antimony.
- d. Benzene.
- e. Butyl benzyl phthalate.
- f. Cadmium.
- g. Di (2-ethylhexyl) phthalate.
- h. Di-n-butyl phthalate.
- i. Di-n-octyl phthalate.
- j. 1,2-dichlorobenzene.
- k. Diethyl phthalate.
- l. Dimethyl phthalate.
- m. Ethylbenzene.
- n. Formaldehyde.
- o. Hexavalent chromium.
- p. Isophorone.
- q. Lead.
- r. Mercury.
- s. Methyl ethyl ketone.
- t. Methyl isobutyl ketone.
- u. Methylene chloride.
- v. Naphthalene.
- w. Toluene (methylbenzene).
- x. 1,1,1-trichloroethane.
- y. Vinyl chloride.

- D. Colors: Match Architect or Owner samples.

2.3 LATEX PAINTS

- A. Institutional Low-Odor/VOC Latex (Low Sheen): MPI #144 (Gloss Level 2).
 - 1. Typical walls. .
- B. Institutional Low-Odor/VOC Latex (Eggshell): MPI #145 (Gloss Level 3).
 - 1. Door frames and similar metal exposed to hand contact.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and re prime substrate with compatible primers as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- F. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Wall Surfaces:
1. Institutional Low-Odor/VOC Latex System: MPI INT 3.1M.
 - a. Prime Coat: Institutional low-odor/VOC interior latex matching topcoat.
 - b. Intermediate Coat: Institutional low-odor/VOC interior latex matching topcoat.
 - c. Topcoat: Institutional low-odor/VOC interior latex (low sheen).
- B. Steel Substrates:
1. Institutional Low-Odor/VOC Latex System: MPI INT 5.1S.
 - a. Prime Coat: Rust-inhibitive primer (water based).
 - b. Intermediate Coat: Institutional low-odor/VOC interior latex matching topcoat.
 - c. Topcoat: Institutional low-odor/VOC interior latex (low sheen at steel incidental to other surfaces) (eggshell at door frames and the like).
- C. Galvanized-Metal Substrates:
1. Institutional Low-Odor/VOC Latex System: MPI INT 5.3N.

- a. Prime Coat: Waterborne galvanized-metal primer.
- b. Intermediate Coat: Institutional low-odor/VOC interior latex matching topcoat.
- c. Topcoat: Institutional low-odor/VOC interior latex (low sheen at metal incidental to other surfaces)] [(eggshell at door frames and the like).

D. Gypsum Board Substrates:

- 1. Institutional Low-Odor/VOC Latex System: MPI INT 9.2M.
 - a. Prime Coat: Interior latex primer/sealer.
 - b. Intermediate Coat: Institutional low-odor/VOC interior latex matching topcoat.
 - c. Topcoat: Institutional low-odor/VOC interior latex (low sheen).

END OF SECTION 09912

ATTACHMENT B - BIDDER'S AGREEMENT
City of Birmingham Adams Fire Station Locker Room Renovation

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

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

PREPARED BY

(Print Name)

ALEX LEK FNAS

DATE

03/12/2019

TITLE

PRESIDENT

DATE

03/12/2019

AUTHORIZED SIGNATURE



E-MAIL ADDRESS

LGKBUILDING@GMAIL.COM

COMPANY

L.G.K BUILDING INC.

ADDRESS

1851 LOW F PINE RD.
BLOOMFIELD H. MI. 48302

PHONE

NAME OF PARENT COMPANY

N/A

PHONE

(248) 757-3155

ADDRESS

ATTACHMENT C - COST PROPOSAL

City of Birmingham Adams Fire Station Locker Room Renovation


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

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

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$ 18,700.00
Labor	\$ 20,300.00
Miscellaneous (Attach Detailed Description)	\$ 5,000.00
TOTAL BID AMOUNT	\$ 44,000.00
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$

UNIT COST BID ITEMS	
	\$ per


Firm Name L.G.K BUILDING INC.

Authorized signature  Date 3/12/2019

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
City of Birmingham Adams Fire Station Locker Room Renovation

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

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

PREPARED BY (Print Name)	ALEX LEE KRAJ	DATE	03/12/2019
TITLE	PRESIDENT	DATE	03/12/2019
AUTHORIZED SIGNATURE		E-MAIL ADDRESS	LEE@BUILDING@GMAIL.COM
COMPANY	L.G.K. BUILDING INC.		
ADDRESS	1851 LONE PINE RD. BLOOMFIELD HILLS MI. 48302	PHONE	(248) 757-3155
NAME OF PARENT COMPANY	N/A		
ADDRESS			
TAXPAYER I.D.#	30-0836796		



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/20/2019

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

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

PRODUCER FINN'S INSURANCE 483 Little Lake Drive Ann Arbor, MI 48103		CONTACT NAME: PHONE (A/C No. Exl): (734) 668-4050 FAX (A/C No.): (734) 668-1860 E-MAIL: robert@finnsins.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AUTO OWNERS	
		INSURER B: MWCPF	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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	Y		14208745	03/04/19	03/04/20	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			5220873700	03/04/19	03/04/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			5220873701	03/04/19	03/04/20	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						RETENTION \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		058-542-4A	03/15/19	03/15/20	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

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

ADDITIONAL INSURED FOR GENERAL LIABILITY INCLUDING PRODUCTS AND COMPLETED OPERATIONS (FORM 55373) IF REQUIRED BY WRITTEN CONTRACT

The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

CERTIFICATE HOLDER

CANCELLATION

CITY OF BIRMINGHAM
151 MARTIN 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT A - AGREEMENT

City of Birmingham Adams Fire Station Locker Room Renovation

This AGREEMENT, made this _____ day of _____, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and L.G.K. Building, Inc., having its principal office at 1851 Long Pine Road, Bloomfield Hills, MI 48302 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to divide the unisex locker room in order to provide separate and private facilities for both male and female firefighters located at the Adams Fire Station in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform The Adams Station Locker Room Renovation Project, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform The Adams Station Locker Room Renovation Project.

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 The Adams Station Locker Room Renovation Project and the Contractor's cost proposal dated March 12, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$ 44,000.00, as set forth in the Contractor's March 12, 2019 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

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

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

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status.

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

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and

appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

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

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Carlos Jorge
151 Martin Street
Birmingham, MI 48009
1.248.530.1882

L.G.K. Building, Inc.
Attn: Alex Lek Kajal
1851 Long Pine Road
Bloomfield Hills, MI 48032
248-757-3155

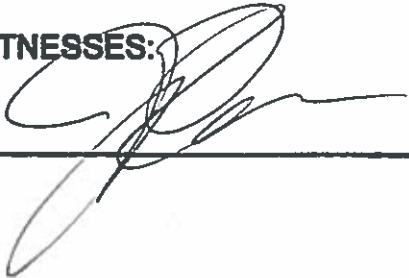
17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be 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

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

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

WITNESSES:



L.G.K. Building, Inc.

By: 

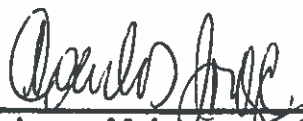
Alex Lek Kalaj
Its: President

CITY OF BIRMINGHAM


By: _____
Patricia Bordman
Its: Mayor

By: _____
Cherilynn Mynsberge
Its: City Clerk

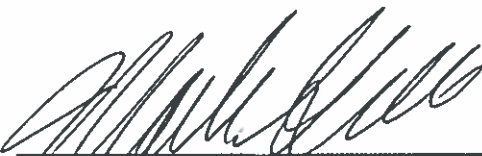
Approved:



Carlos Jorge, Maintenance Supervisor
(Approved as to substance)



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



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



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

DATE: March 15, 2019

TO: Joseph A. Valentine, City Manager

FROM: Carlos Jorge, Building Facilities Supervisor

SUBJECT: New Chiller for City Hall

INTRODUCTION:

This contract is to provide for a New Chiller in City Hall. It has become evident that the chiller unit, which provides cooling for the majority of the City Hall building, is in need of replacement.

BACKGROUND:

During the last cooling season, after numerous service calls, it was determined that our current chiller will not be able to keep up with the climate demands in City Hall and should be replaced due to several factors:

- Age of the Equipment - It has exceeded the typical life expectancy for this type of unit and continual repairs will soon become far costlier than installing a replacement.
- Size - The existing unit is under capacity for the building, which places additional strain on the current failing system.
- Efficiency - The existing outdated unit is relatively inefficient in its current condition as it struggles to operate correctly.

A Request for Proposals was submitted to Bidnet Direct containing the design, specifications, and a scope of work for the project as prepared by the engineering firm Seller Associates, Inc.

A Pre-bid meeting was held to tour the project site and provide any clarification for potential bidders. Both the mechanical engineer and a representative from our HVAC controls contractor MCMC attended to assist with any questions or concerns.

At the stated deadline, seven proposals were received for the project titled New Chiller for City Hall.

After reviewing all bids, I have requested additional information and clarification from the three lowest bidders. City staff verified references and the ability of the firm to complete the project as outlined in the Request for Proposals.

Upon consulting with the mechanical engineer, we have determined that the lowest bidder, Tech Mechanical Inc., does meet all the city requirements and has provided the most qualified bid for this project based on bid response and references provided.

Submitted bids are as follows:

Company		Total Bid
Tech Mechanical Inc.		\$58,075.00
Systemp Corporation		\$59,000.00
Clearwater Construction Services Inc.		\$59,661.00
Temperature Services Inc.		\$61,888.00
Mechanical Design & Installation		\$64,560.00
R.W. Mead & Sons Inc.		\$69,865.00
Kropf Mechanical Service Co.		\$87,187.00

LEGAL REVIEW:

City Attorney Tim Currier has provided a legal review of the contract agreement between the City of Birmingham and Tech Mechanical Inc., for New Chiller for City Hall.

FISCAL IMPACT:

This project was not included in the 2018-2019 approved budget and therefore a budget amendment will be necessary to fund this project.

SUMMARY

In light of the contract specifications and review of the proposals received in response to the Request for Proposals for New Chiller for City Hall, Tech Mechanical Inc., meets the requirements and has presented the best and most qualified proposal for the project. It is therefore recommended that the contract award for New Chiller for City Hall go to Tech Mechanical Inc.

ATTACHMENTS:

1. Request for Proposals
2. Contract Agreement with insurance documents

SUGGESTED RESOLUTION:

To approve an agreement with Tech Mechanical Inc. in the amount not to exceed \$58,075.00 to perform the project titled New Chiller for City Hall from the City Hall and Grounds Capital Improvement Account 401-265.001-977.0000; to direct the Mayor and City Clerk to sign the agreement on behalf of the City; and to approve the appropriation and amendment to the fiscal year 2018-2019 Capital Projects Fund budget as follows:

Capital Projects

Revenues:

401-000.000-400.0000	Draw from Fund Balance	<u>\$58,075</u>
Total Revenue		<u>\$58,075</u>

Expenditures:

401-265.001-977.0000	Buildings – City Hall & Grounds	<u>\$58,075</u>
Total Expenditures		<u>\$58,075</u>



REQUEST FOR PROPOSALS

For New Chiller for Birmingham City Hall

Sealed proposals endorsed "**New Chiller for City Hall**", will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m., Monday, March 11, 2019, after which time bids will be publicly opened and read. **Bidders will be required to attend a mandatory pre-bid meeting on Wednesday, February 27, 2019 at 9:30 a.m. at the Birmingham City Hall.**

Registration is requested for the pre-bid meeting by Monday, February 25, 2019. Prospective bidders may register by contacting Carlos Jorge at (248) 530-1882.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all labor, materials, equipment required, including accessories and incidentals necessary for the installation of New Chiller for City Hall in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, Drawings and City requirements may be obtained online from the Michigan Inter-governmental Trade Network at www.mitn.info or at the City of Birmingham Maintenance Department, 151 Martin St., Birmingham, Michigan.

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

Submitted to MITN:	February 19, 2019
Mandatory Pre-Bid Meeting:	Wednesday, February 27, 2019 at 9:30 a.m. at Birmingham City Hall 151 Martin Street Birmingham, MI 48012-3001 Commissioner Room # 205.
Deadline for Submissions:	2:00 p.m. on Tuesday, March 11, 2019
Contact Person:	Carlos Jorge, Maintenance Supervisor P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: (248) 530-1882 Email: cjorge@bhamgov.org



REQUEST FOR PROPOSALS For New Chiller for Birmingham City Hall

Contents

INTRODUCTION	3
REQUEST FOR PROPOSALS (RFP)	3
MANDATORY PRE-BID MEETING	3
INVITATION TO SUBMIT A PROPOSAL	3
INSTRUCTIONS TO BIDDERS	4
EVALUATION PROCEDURE AND CRITERIA.....	4
TERMS AND CONDITIONS	5
CONTRACTOR’S RESPONSIBILITIES.....	6
CITY RESPONSIBILITY	7
SETTLEMENT OF DISPUTES	7
INSURANCE.....	7
CONTINUATION OF COVERAGE	7
EXECUTION OF CONTRACT	7
INDEMNIFICATION.....	8
CONFLICT OF INTEREST	8
EXAMINATION OF PROPOSAL MATERIALS.....	8
PROJECT TIMELINE.....	8
SCOPE OF WORK.....	8
ATTACHMENT A - AGREEMENT	10
ATTACHMENT B - BIDDER’S AGREEMENT	16
ATTACHMENT C - COST PROPOSAL	17
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM	18
ATTACHMENT E - DRAWINGS AND SCOPE OF WORK/SPECIFICATIONS.....	19

INTRODUCTION

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

The City is accepting sealed bid proposals from qualified professional firms to furnish all labor, materials, required equipment, including accessories and incidentals necessary for the installation of New Chiller for the Birmingham City Hall in accordance with the specifications contained in the Request For Proposals (RFP).

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

It is anticipated the selection of a firm will be completed by March 2019. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide the installation of New Chiller for City Hall in accordance with specifications for the City of Birmingham, Michigan.

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. **The mandatory pre-bid meeting is scheduled for Wednesday, February 27th, 2019 at 9:30 a.m. in the Commission Room (Upper Level) of the Birmingham City Hall Building located at 151 Martin Street, Birmingham, MI 48009.** *Bidders are requested to register for the pre-bid meeting by Monday, February 25th, 2019 by contacting Carlos Jorge at 248-530-1882.*

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Monday, March 11, 2019 to:
City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**New Chiller for City Hall**". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

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

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
8. The Contractor will not exceed the timelines established for the completion of this project.

9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B - p. 16)
 - b. Cost Proposal (Attachment C - p. 17)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 18)
 - d. Agreement (p. 10 – **only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Contractor will be responsible for any changes necessary with the City designated Architect for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The contractor will be responsible for getting the building and parking permits at no cost to the contractor.
10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

11. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

It is the City's desire that the installation of New Chiller be completed, and the system fully operational, no later than June 1, 2019. The Contractor is responsible for returning at the beginning of the 2019 Cooling season to perform the startup of the Chiller and to train City-designated individuals on the proper procedures for start-up and shut down of the units.

The final project timeline will be established between the Contractor and the City at the project kick-off meeting. The Contractor will not exceed the agreed-upon timeline for the completion of this project without the prior written consent of the City.

SCOPE OF WORK

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

1. The proposed work to be performed includes installing New Chiller in the Birmingham City Hall Building. This will require the removal of the existing equipment and installation of new equipment, as detailed in the project specifications (Attachment E).
2. The Contractor shall provide the following equipment and perform all services in accordance with the requirements defined by the Specifications and the Drawings outlined in Attachment E.

3. The Contractor will be responsible for obtaining all necessary permits, including but not limited to electrical and mechanical permits, and call for the inspections from the City of Birmingham at no cost to the contractor.
4. The Contractor will be responsible for any necessary changes or any alterations to the existing fire sprinkler system and/or alarms which may be required to facilitate the installation of the Chiller.
5. The Contractor is responsible for making arrangements with the Chiller suppliers for obtaining the New Chiller.
6. MCMI will be working with the City to connect the existing controls to the New Chiller and to coordinate the start-up of the New Chiller.
7. The work must be performed during regular business hours or on a Saturday with prior notification and approval by the City.
8. The Contractor shall be required to hold regular update meetings, in addition to the kick-off meeting, to provide updates to the City regarding the progress of the project.
9. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
10. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.
11. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
12. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT E – DRAWINGS AND SCOPE OF WORK/SPECIFICATIONS
For New Chiller for Birmingham City Hall



19821 Farmington Road
Livonia, Michigan 48152
PH: 248.482.0045
PH: 248.482.0052
E-mail:sa@sellingerasassociates.com

Seal/Registration

CHILLER REPLACEMENT

ENLARGED MECHANICAL ROOM PLAN

DATE: ISSUED FOR:

DRAWN	BLD			
CHECKED	MOS			
APPROVED	MOS			

19-5008

M-1



AHU	AIR HANDLING UNIT
BLDG	BUILDING
CHWS	CHILLED WATER SUPPLY
CHWP	CHILLED WATER PUMP
CWP	CONDENSER WATER PUMP
CWR	CONDENSER WATER RETURN
CWS	CONDENSER WATER SUPPLY
DWG	DRAWING
(E)	EXISTING
ELEC	ELECTRIC(AL)
FD	FLOOR DRAIN
GPM	GALLONS PER MINUTE
HVAC	HEATING/VENTILATING/AIR CONDITIONING
MECH	MECHANICAL
MTD	MOUNTED

<u>SYMBOL</u>	<u>DESCRIPTION</u>
	GATE VALVE
	PRESSURE GAGE WITH COCK
	FLEXIBLE CONNECTOR
	REMOVE



KEYED NOTES:

- ① EXISTING CWP-1 STARTER
- ② EXISTING CHWP-1 STARTER
- ③ EXISTING COOLING TOWER STARTER
- ④ TO EXISTING AHU-4
- ⑤ REPIPE AS REQUIRED TO MATCH NEW CHILLER CONNECTIONS.



CHILLER SCHEDULE																								
MARK	TYPE	TOTAL NOM. TONS	EVAPORATOR						CONDENSER					COMPRESSOR PER MODULE					REFRIGERANT PER CIRCUIT		OPER. WGT. LBS.	MANUFACTURER & MODEL NO.	REMARKS	
			WATER TEMP		GPM	PRESS. DROP (FT.)	PRESS.	FOUL FACTOR	WATER TEMP		GPM	PRESS. DROP (FT.)	FOUL FACTOR	TYPE	NO. COMP.	MCA TOTAL	KW/TON	IPLV	ELEC.	TYPE				CHARGE LBS.
			ENT.	LVG.					ENT.	LVG.														
CH-1	MODULAR CHILLER	50	55	45	120	13.5	NA	0.005	85	95	150	12	NA	SCROLL	2	177	0.76/0.60	--	208-3ø	R410A	29	2,250	TANDEM CHILLERS-WX050DZV	A-D

A. PROVIDE PRESSURE TAPS
B. PROVIDE MICRO PROCESSOR CONTROL PANEL.
C. GAUGES, ISOLATION, VALVES.
D. 5 YEAR COMPRESSOR WARRANTY.

GENERAL:

- The Mechanical Contractor is responsible for the installation and operation of the chiller.
- The drawings are diagrammatic and show general location and arrangement of all the equipment and piping. The drawings shall be followed as closely as building construction and all other necessary work will permit. Do not scale drawings for measurements.
- The Mechanical Contractor shall install all equipment in strict accordance with applicable codes and standards, all directions and and recommendations furnished by the manufacturer.
- Interruption of Existing Active Piping : When the course of work makes shutdown of services unavoidable, the mechanical contractor shall schedule the shutdown at such time as approved by the Engineer, which will cause least interference with established operating routine.
- Demolition of mechanical equipment shall include all existing piping, valves, controls, supports and equipment where such items are not required for the proper operation of the revised system. Remove, reconnect, cap, plug and replace existing piping.
- The Mechanical Contractor shall visit the job site to interpret the drawings and determine the full extent of the work required.
- The Mechanical Contractor shall make arrangements with the Owner before connecting to existing utilities. If interruption of any service is required, it shall be done at the convenience of the Owner. The relocation of existing utilities shall be scheduled at the convenience of the Owner.
- All required permits, licenses, inspections, approvals and fees for mechanical work shall be secured and paid for by the Mechanical Contractor. All work shall conform to all applicable codes, rules, and regulations.
- The Mechanical Contractor shall provide and install sleeves wherever pipes pass through foundations, walls, floors and ceilings. Sleeves shall be schedule 40 steel pipe cut to length. Sleeves shall terminate flush with walls, partitions and ceilings in finished areas. Provide cast brass nickel-plated escutcheons with positive catches at each sleeve in finished areas.
- Seal the space around pipes in sleeves through walls, floors and ceilings. Sealant shall be Johns Manville Duxseal or Tremco Acoustical Sealant.
- All cutting, patching and repair work shall be done by the Trades who installed the work and paid for by the Trades for whom the work is done.
- Mechanical Contractor shall provide complete operating and maintenance manuals to the Owner covering all mechanical equipment herein specified, together with parts lists.
- Shop Drawings
 - No apparatus or equipment shall be shipped from stock or fabricated until shop drawings have been reviewed and stamped review completed.
 - Submit for approval, shop drawings for all equipment listed below. Where items are referred to by symbol numbers on the drawings and Specifications, all submittals shall bear the same symbol numbers. All drawing shall contain the project name and project number. No loose sheets shall be submitted unless a cover sheet is attached.
 - Provide shop drawings illustrating exact intended location of chiller.
- Dielectric unions as manufactured by Epco shall be used to connect dissimilar metals (such as steel and copper) to prevent electrolytic action. Dielectric Unions shall be manufactured by EPCO Sales, Inc., Cleveland, Ohio.
- PIPE HANGERS AND SUPPORTS
 - The Mechanical Contractor shall provide pipe hangers and supports as required. Hangers shall be Grinnell, Carpenter-Patterson, Fee-Mason or Michigan Hanger Co. C-clamp attachment to structural elements are not approved.
 - Hangers shall adequately support the piping system. They shall be located near or at changes in piping direction, within 1'0" of every fitting and concentrated load. They shall provide vertical adjustment to maintain pitch required for proper drainage, and/or venting. They shall allow for expansion and contraction of the piping. Hangers shall be fastened to building steel members wherever practicable and hung from truss or joist panel points only.
 - Horizontal lines of copper tubing shall be supported as below:

Nom. Tubing Size	Rod Diameter	Maximum Spacing
Up to 1"	3/8"	8ft.
1-1/4" and 1-1/2"	3/8"	8ft.
2"	3/8"	8ft.
 - Horizontal lines of steel piping shall be supported as below:

Nom. Tubing Size	Rod Diameter	Maximum Spacing
Up to 1-1/4"	3/8"	8ft.
1-1/2" and 2"	3/8"	10ft.
2-1/2" and 3-1/2"	1/2"	12ft.
4" and 5"	5/8"	14ft.
6"	3/4"	14ft.
- PIPE INSULATION
 - All insulation materials shall be Class A by U.L. Standard piping fiberglass insulation shall be minimum 3/4 lb. density and shall have URL rating not exceeding 25 flame spread, 35 fuel contributed, and 50 smoke developed. Accessories such as adhesive, mastics, cements, and cloth for fittings shall be permanently fire and smoke resistant. Chemicals used for treating paper in jacket laminates shall be unaffected by water or humidity.

- Insulate fittings and valves. Do not insulate flexible connections and expansion joints. Terminate insulation neatly with plastic material toweled on bevel.
- Insulation shall be applied to pipe lines and equipment only after they have been inspected, tested, cleaned and dried by the Contractor, and so approved by the Owners Field Representative. Insulation shall be Representative. Insulation shall be dry before and during application. Finishing shall be done at operating conditions.
- The insulation on piping shall be extended through all sleeves in order to produce a continuous application. Insulate all piping passing through sleeves.
- Where flanges are insulated, the flange insulation shall be attached separately so that it may be removed if necessary without damage to the adjacent pipe insulation.
- All Piping Insulation Thickness shall be 1-1/2". Insulate chilled water system piping.
- Insulation inserts shall be installed at all hangers. Metal shields shall be applied between the piping supports and insulation. Shields shall be formed to fit the insulation and shall extend up to the center line of the pipe. A full coat of insulating sealer shall be applied to the surface of the insulation in contact with the metal shield.
- Manufacturers: CertainTeed - 500' Snap On ASJ/SSL; Schuller - Micro-Lok 650 AP-7; or Knauf - ASJ-SS1 Pipe Insulation.

17. CHILLED WATER PIPING

- Piping shall be ASTM A53 type E, grade B, schedule 40 black steel. or copper tubing ASTM B88, type L.
- Wrought steel fittings ASTM A 234/A 234M or Wrought Copper.
- Grooved joint, soldered, brazed acceptable.

18. MATERIALS TESTS

- The entire new piping installation shall be subject to inspection and leakage testing by an independent agency (not affiliated with the installing contractor).
- Piping under hydrostatic pressure test shall not lose more than 2 PSI for a period of 5 hours under test pressure.
- Piping under air pressure test shall not lose more than 2% of test pressure for a period of 1 hour. Test shall be performed with ambient temperature approximately constant.
- The Mechanical Contractor shall repair all the deficiencies found in the piping by the independent testing agency. The Mechanical Contractor shall guarantee that the entire installation of the piping systems will function satisfactorily against the specified system pressures. Defects due to improper materials, workmanship, and leaks shall be corrected without additional cost to the Owner. Other work affected as a result of the above mentioned defects shall also be made good without cost to the Owner. The entire system shall be left in proper operating condition, acceptable to the Engineers Field Representative.
- Following the completion of the testing and balancing, the Mechanical Contractor shall execute a performance test of the entire heating system to demonstrate that specified capacities and proper control functioning has been attained.

19. PIPING IDENTIFICATION

- Provide pipe on chilled water and condenser piping in Mechanical Room.
- All markers shall be positioned to be clearly visible from the floor.
- Manufacturers date plates on equipment shall not be covered.
- Flow arrows and Content Identification shall be applied on all piping.

20. MISCELLANEOUS

- Test glycol concentration before construction. Provide sufficient glycol - match existing to maintain 30% by weight contact....

21. EQUIPMENT

WATER COOLED CHILLER

General

- Provide dual high efficiency 3500 rpm scroll compressor. Compressor internal thermal motor protection and high discharge temperature sensors. Isolate with rubber mounts.
- Dual circuit evaporator 316L plates copper brazed insulated with 3/4" armaflex type insulation; Certified to UL 207. Refrigeration rating 580 psi, Water rating 400 psi, Provide Butterfly isolation valves, flow switch, temp. sensors, thermal expansion valve, liquid line sight glass moisture indicator.
- Dual circuit condenser, 316L plates copper brazed, certified to UL 207, Refrigeration rating 580 psi, water rating 400 psi, provide butterfly isolation valves,
- NEMA 1 control panel with on-off switch power on light, Through-the-door disconnect with fuses, compressor contractors, controls transformer with primary and secondary fuses, controller senses and displays all operating and fault conditions.
- Contrallers shall lead/lag compressors, provide remote input to start chiller and BACNET interface.

Approved Manufacturers:

- Tandem Chiller, Carrier and Multistack.

TEMPERATURE CONTROLS

- GENERAL
 - General: The New Chiller shall be integrated into the existing Andover controls BMS system. As indicated on the drawings and as described in the specifications.
 - Temperature controls shall be provided and installed by MCM.
- QUALITY ASSURANCE
 - Codes and Standards: Meet requirements of all applicable standards and codes.
 - Underwriters Laboratories: Products shall be UL-916-PAZX listed.
 - National Electrical Code -- NFPA 70.
 - Federal Communications Commission -- Part J.
 - ASHRAE/ANSI 135-1995 (BACnet) or LonTalk
 - All products used in this installation shall be new, currently under manufacture, and shall be applied in similar installations for a minimum of [2] years. Spare parts shall be available for at least 5 years after completion of this contract.
- BALANCING
 - Balance and Test Contractor shall be certified by NEBB. Contractor shall balance new Chiller, Existing Condenser Water Pump and existing Chilled Water Pump. Provide Formal Reports including motor data, Equipment Data, Voltage, Flows and Head.



**Sellingerr
Associates
Incorporated**
CONSULTING ENGINEERS

19821 Farmington Road
Livonia, Michigan 48152
PH: 248.482.0045
PH: 248.482.0052
E-mail:sa@sellingerrassociates.com

Seal/Registration

PROJECT TITLE

CHILLER
REPLACEMENT

BIRMINGHAM, AL

SHEET TITLE

SCHEDULE and
SPECIFICATION

02/15/2019

XXXX

DATE

ISSUED FOR:

DRAWN

BLD

CHECKED

MOS

APPROVED

MOS

S.A. PROJECT NO.

19-5008

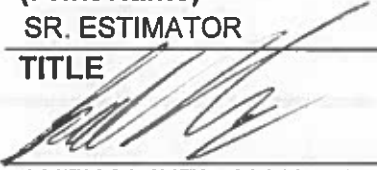
SHEET NO.

M-2

ATTACHMENT B - BIDDER'S AGREEMENT
For New Chiller for Birmingham City Hall

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

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

BRAD REEDY	3-11-19
PREPARED BY	DATE
(Print Name)	
SR. ESTIMATOR	3-11-19
TITLE	DATE
	BRADR@TECHMECHANICAL.COM
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
TECH MECHANICAL, INC.	
COMPANY	
1490 E. HIGHWOOD	
PONTIAC, MI 48043	248 322-5600
ADDRESS	PHONE
N/A	
NAME OF PARENT COMPANY	PHONE
N/A	
ADDRESS	

ATTACHMENT C - COST PROPOSAL
For New Chiller for Birmingham City Hall

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

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

COST PROPOSAL	
ITEM	BID AMOUNT
New Chiller	\$ 43,333.00
Labor	\$ 4,086.00
Miscellaneous	\$ 10,656.00
TOTAL BID AMOUNT	\$ 58,075.00
ADDITIONAL BID ITEMS	
Miscellaneous (Attach Detailed Description)	\$ N/A
GRANDTOTAL AMOUNT	\$ 58,075.00

(deduct \$ 10,000. for carrier)

Firm Name TECH MECHANICAL, INC.

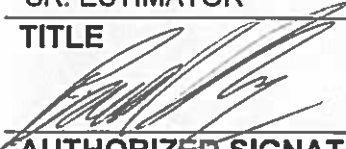
Authorized signature 

Date 3-11-19

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For New Chiller for Birmingham City Hall

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

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

BRAD REEDY	3-11-19
PREPARED BY	DATE
(Print Name)	
SR. ESTIMATOR	3-11-19
TITLE	DATE
	
AUTHORIZED SIGNATURE	BRADR@TECHMECHANICAL.COM
	E-MAIL ADDRESS

TECH MECHANICAL, INC.

COMPANY

1490 E. HIGHWOOD
PONTIAC, MI 48043

ADDRESS

248 322-5600

PHONE

N/A

NAME OF PARENT COMPANY

PHONE

N/A

ADDRESS

38-2484711

TAXPAYER I.D.#



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2019

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

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

PRODUCER VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Debra Mirch PHONE (A/C, No. Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741 E-MAIL ADDRESS: dmirch@vtcins.com														
INSURED Tech Mechanical Inc. & Tech Maintenance Co. 1490 East Highwood Pontiac MI 48340-1231	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B: Amerisure Partners Ins. Co.</td> <td>11050</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Amerisure Insurance Company	19488	INSURER B: Amerisure Partners Ins. Co.	11050	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Amerisure Insurance Company	19488														
INSURER B: Amerisure Partners Ins. Co.	11050														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 18-19 CERTSNOW CLIENT
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			CPP2080269	12/17/2018	12/17/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Repair Rework \$ 100,000
B	AUTOMOBILE LIABILITY			CA2080268	12/17/2018	12/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$ 1,000
							Uninsured Motorists \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			CU2080270	12/17/2018	12/17/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2080271	12/17/2018	12/17/2019	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equipment			CPP2080269	12/17/2018	12/17/2019	Leased/Rented from others \$50,000
A	Installation Floater			CPP2080269	12/17/2018	12/17/2019	Job Site \$500,000

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

Where required by written contract, City of Birmingham, all elected & appointed officials, all employees & volunteers, all boards, commissions and/or authorities & board members, including employees & volunteers are additional insureds is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of additional insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of

CERTIFICATE HOLDER
CANCELLATION

bmyers@bhamgov.org

City of Birmingham
 Finance Director
 PO Box 3001
 151 Martin Street
 Birmingham, MI 48012-3001

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

AUTHORIZED REPRESENTATIVE

Alan Chandler/DMIRCH

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)

COMMENTS/REMARKS

cancellation to the certificate holder. Limited Pollution "worksites" at \$1,000,000 limit /\$1,000 Deductible per the attached endorsement.

**COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS SUPPLEMENTAL COVERAGE SCHEDULE**

NAMED INSURED TECH MECHANICAL INC		POLICY NUMBER CPP20802690701	
Only one deductible will apply if more than one of the endorsements below is attached to your policy and coverage under the endorsements is triggered simultaneously. If deductible amounts differ, we will apply the lowest deductible amount.			
DESIGN SERVICES LIABILITY COVERAGE			
Limits of Insurance		Deductible	
Each "Negligent Act"	\$	Each "Negligent Act"	\$
Annual Aggregate	\$		
"Design Services" Capacity			
		Premium	\$
LIMITED POLLUTION REIMBURSEMENT - "WORK SITES"			
Limits of Insurance		Deductible	
Each "Pollution Incident"	\$ 1,000,000	Each "Pollution Incident" (Other than "Bodily Injury")	\$1,000 *
Pollution Liability Aggregate	\$ 1,000,000		
		Premium	\$ 192
REPAIR AND REWORK COVERAGE: EXPENSE INDEMNIFICATION FOR REPAIR OF YOUR PRODUCT OR YOUR WORK ENDORSEMENT			
Limits of Insurance		Deductible	
Each "Loss"	\$ 100,000	Each "Loss"	\$1,000 *
Annual Aggregate	\$ 100,000		
		Premium	\$ 250

* **Note:** Deductible has been pre-entered. Coverage and the Deductible only apply if Limits of Insurance are entered.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION REIMBURSEMENT- "WORK SITES"

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All policy terms apply except as stated below.

A. The following is added to **SECTION I - COVERAGES:**

COVERAGE D. LIMITED POLLUTION COVERAGE – "WORK SITES"

1. Insuring Agreement

- a. We will reimburse the insured for those sums that the insured becomes legally obligated to pay:
 - (1) As damages because of:
 - (a) "bodily injury"; or
 - (b) "property damage"; or
 - (2) As "cleanup costs" because of "environmental damage" as a result of physical injury to tangible property; or
 - (3) As "defense expenses" incurred by the insured to defend any "suit" seeking those damages or costs;to which this insurance applies.
- b. We may at our discretion investigate any "pollution incident", but we have no duty to defend any claim or "suit" arising from any "pollution incident". Additionally:
 - (1) The amount we will reimburse is limited as described in the Supplemental Coverage Schedule and Limits of Insurance provisions stated in this endorsement.
 - (2) No other obligation or liability to reimburse or pay sums, or perform acts or services, is covered.
- c. This insurance applies to "bodily injury", "property damage", "cleanup costs" because of "environmental damage", and "defense expenses", only if:
 - (1) The "bodily injury", "property damage" or "environmental damage" is caused by a "pollution incident" on or from "your work site" in the "coverage territory":
 - (a) that results from "pollutants" brought on to such site by any insured or any contractor or subcontractor performing operations directly or indirectly on any insured's behalf;
 - (b) that is demonstrable as beginning and ending within 72 hours; and
 - (c) that is accidental.
 - (2) The "bodily injury", "property damage" or "environmental damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of **Section II - WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

The insurance provided by this endorsement does not apply to:

- a. "Bodily injury", "property damage" or "environmental damage" expected or intended from the standpoint of the insured.
- b. "Bodily injury", "property damage" or "environmental damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- c. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- d. "Bodily injury" to:
 - (1) An employee of the insured arising out of and in the course of:
 - (a) employment by the insured; or
 - (b) performing duties related to the conduct of the insured's business.
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of injury.
- e. "Property damage" or "environmental damage" to:
 - (1) A "waste facility";
 - (2) Property you own, rent, or occupy now or at any other time;
 - (3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (4) Property loaned to an insured; or
 - (5) Personal property in the care, custody or control of an insured.
- f. "Bodily injury", "property damage" or "environmental damage" included within the "products completed operations hazard".

- g. "Bodily injury", "property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended 1978 or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.
- h. "Bodily injury", "property damage" or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", "mobile equipment", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to "bodily injury", "property damage" or "environmental damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury", "property damage" or "environmental damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids, are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

- i. "Bodily injury", "property damage" or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.
- j. "Bodily injury", "property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
 - (1) The insured; or
 - (2) You or any of your members, partners or "executive officers".
- k. "Bodily injury", "property damage" or "environmental damage" arising out of acid rain.
- l. "Bodily injury", "property damage" or "environmental damage" arising out of:
 - (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
 - (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
- m. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's cleanup priority list.
- n. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's cleanup priority list.
- o. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.
As used in this exclusion, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- p. Any multiple, punitive or exemplary damages.
- q. "Bodily injury", "property damage" or "environmental damage" resulting from "pollutants" not brought on or to "your work site" by any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf.

- r. "Defense expenses" as a result of "bodily injury", "property damage" or "environmental damage" excluded under this endorsement.
- s. "Bodily injury", "property damage" or "environmental damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by any insured or on any insured's behalf by a contractor or subcontractor.
- t. "Bodily injury", "property damage" or "environmental damage" related in any way to "pollutants" which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom you may be legally responsible.

B. SECTION III - LIMITS OF INSURANCE is deleted and replaced with the following:

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Supplemental Coverage Schedule and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds under this endorsement; or
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
 - c. Damages under Coverage B; and
 - d. Damages, "cleanup costs" and "defense expenses" under Coverage D.
3. Subject to 2. above (the General Aggregate Limit), the Pollution Liability Aggregate Limit is the most we will reimburse for the sum of:
 - a. All damages because of all "bodily injury" and "property damage";
 - b. All "cleanup costs" incurred because of all "environmental damage"; and
 - c. All "defense expenses" incurred by the insured to defend any "suit" seeking those damages or costs; arising out of all "pollution incidents".
4. Subject to 2. above (the General Aggregate Limit) and 3. above (the Pollution Liability Aggregate Limit), the Each Pollution Incident Limit is the most we will reimburse for:
 - a. All damages because of all "bodily injury" and "property damage";
 - b. All "cleanup costs" incurred because of all "environmental damage"; and
 - c. All "defense expenses" incurred by the insured to defend any "suit" seeking those damages or costs; arising from any one "pollution incident".

Deductible

We will reimburse you only for "property damage", "cleanup costs", or "defense expenses" in excess of the deductible stated in the Supplemental Coverage Schedule. The deductible will apply separately to each "pollution incident". We will not reduce the Each Pollution Limit or the Pollution Liability Aggregate Limit by the application of the deductible.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is deleted and replaced by the following:
 2. **Duties In The Event Of Environmental Damage, Pollution Incident, Loss Or Suit.**
 - a. You must see to it that we are notified in writing promptly of "environmental damage" or a "pollution incident" which may result in a loss. Notice should include:
 - (1) How, when and where the "environmental damage" or "pollution incident" took place;
 - (2) The names and addresses of injured persons or witnesses;
 - (3) The nature and location of any injury or damage arising out of the "environmental damage" or "pollution incident".
 - b. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the loss;
 - (2) Authorize us to obtain records and other information;
 - (3) Enforce any right against any other person or organization which may be liable to you because of damage to which this insurance applies.
 - c. You must see to it that we are notified in writing promptly of any reimbursable damages, costs or "defense expenses" under this endorsement. Notice should include copies of bills, invoices, demands or judgments.
2. Condition 4. **Other Insurance.** is deleted and replaced by the following:
 4. **Other Insurance.** This insurance is excess over any other insurance whether primary, excess, contingent or on any other basis.

D. SECTION V - DEFINITIONS is amended to include the following:

"Cleanup costs" mean expenses for the removal or neutralization of contaminants, irritants or "pollutants".

"Defense expenses" mean only those fees, costs and expenses that result directly from the investigation, settlement or defense of a specific claim or "suit".

- a. Such fees, costs and expenses include the following:
 - (1) Reasonable and customary attorney fees, costs and expenses.
 - (2) The cost of legal proceedings.
 - (3) The cost of bonds to release property that is being used to secure a legal obligation. We do not have to furnish such bonds.
 - (4) Other reasonable expenses incurred by an insured while aiding in the investigation or defense of a claim or "suit". We will not reimburse more than \$250 per day for earnings actually lost by the insured because of time taken off from work. We have no duty to pay any other expenses incurred by the insured.
 - (5) The cost taxed against any insured in a "suit".
 - (6) Prejudgment interest meaning the interest that accumulates before a judgment and that is awarded against the insured on that part of a judgment we pay.
- b. However, we will not consider any of the following to be "defense expenses":
 - (1) Our expenses, meaning salaries and expenses of our employees, including employed attorneys and fees and expenses of independent investigators or adjusters that we hire.
 - (2) Salaries and expenses of insureds other than expenses incurred by an insured with our consent.

- (3) Postjudgment interest meaning the interest that accumulates on a judgment from the date of a judgment to the date it is paid.

"Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any watercourse or body of water.

"Pollution incident" means the actual or alleged emission, discharge, release, or escape of "pollutants" from "your work site" provided that such emission, discharge, release or escape results in "environmental damage". All "bodily injury", "property damage" and "environmental damage" arising out of one emission, discharge, release or escape will be deemed to be one "pollution incident".

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Waste facility" means any site to which waste from the operations of "your work site" is legally consigned for delivery or delivered for storage, disposal, processing or treatment, provided that such site is not and never was owned by, rented or loaned to you.

"Your work site" means any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations. "Your work site" does not include:

- a. Any premises, site or location owned, occupied, rented or loaned to you at any time while you or any contractor or subcontractor working on your behalf were working on such premises, site or location;
- b. Any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- c. Any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

ATTACHMENT A – AGREEMENT

For New Chiller for Birmingham City Hall

This AGREEMENT, made this _____ day of _____, 2019, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Tech Mechanical, Inc., having its principal office at 1490 E. Highwood, Pontiac, MI 48043 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to remove and replace an existing Chiller at the City Hall in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to replace existing Chiller and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform City Hall Chiller Replacement.

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 City Hall Boilers and Controls Replacement and the Contractor's cost proposal dated March 11, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$ 58,075.00, as set forth in the Contractor's March 11, 2019 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City

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

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted

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

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
 - E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage. If applicable.

- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted. If applicable.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on

behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Carlos Jorge
151 Martin Street
Birmingham, MI 48009
248.530.1882

Tech Mechanical, Inc.
Attn: Brad Reedy
1490 E. Highwood
Pontiac, MI 48043
248-322-5600

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

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

WITNESSES:



Tech Mechanical, INC.

By: 

Brad Reedy

Its: SR. Estimador

CITY OF BIRMINGHAM

By: _____

Patricia Bordman


Its: Mayor


By: _____

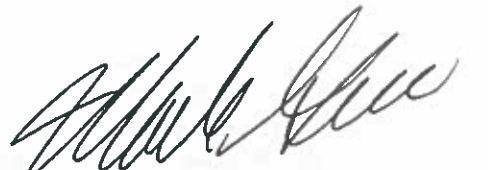
Cherilynn Mynsberge


Its: City Clerk

Approved:


Carlos Jorge, Facilities Supervisor
(Approved as to substance)


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


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


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



MEMORANDUM

Planning Division

DATE: March 14, 2019
TO: Joseph A. Valentine, City Manager
FROM: Jana L. Ecker, Planning Director
SUBJECT: Set Public Hearing for Amendment to Article 4, Section 4.74 SS-01 of the Zoning Ordinance – Projections into the ROW

INTRODUCTION:

The Michigan Building Code permits projections/encroachments of certain architectural elements into the right of way ("ROW"), including awnings, signage, canopies, lintels, overhangs, marquees and other similar elements. The recent renovation of the 100 S. Old Woodward building and the 335 E. Maple building has raised questions as to whether projecting elements should be permitted, and if so, whether there should be restrictions in addition to those permitted by the Building Code.

Currently, the Zoning Ordinance provides minimal regulations regarding the size and placement of awnings and the permitted amount of projection into the public ROW but does not contain any regulations governing the projection of architectural details such as balconies, piers, overhangs, lintels, canopies or other elements that may project into the ROW.

BACKGROUND:

On June 19, 2017, the City Commission and the Planning Board held a joint study session to discuss current planning issues in the City. One of the issues discussed was allowable projections into the ROW. First, should the City permit projections in the public ROW, and if so, which projections should be permitted, and to what extent. There was a general consensus among the group that these issues should be studied by the Planning Board with the goal of providing recommendations to the City Commission for ordinance amendments to regulate projections into the ROW.

Accordingly, the Planning Board has studied these issues over the past year, reviewed past projects and concerns that have been raised, conducted research into standards used by other communities, and finalized draft ordinance language.

LEGAL REVIEW:

The City Attorney has reviewed the draft language and has no concerns.

FISCAL IMPACT:

There are no anticipated fiscal impacts of the proposed amendments.

SUMMARY:

On March 13, 2019, the Planning Board held a public hearing on the draft ordinance language to add a purpose and intent statement for projections into the ROW and to establish standards regulating projections/encroachments in the public ROW. Board members voted unanimously to recommend approval of the proposed amendments to Article 4, Section 4.74 SS-01 of the Zoning Ordinance.

ATTACHMENTS:

- Proposed ordinance language
- Planning Board report from March 13, 2019
- Relevant meeting minutes
- Examples of projections standards in other cities

SUGGESTED ACTION:

To set a public hearing date of May 6, 2019 to consider an amendment to Article 4, Section 4.74 SS-01 of Chapter 126, Zoning, of the Code of the City of Birmingham to establish standards regulating projections in the public right-of-way.

CITY OF BIRMINGHAM

ORDINANCE NO. __

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.74 SS-01, STRUCTURE STANDARDS TO ADD INTENT AND STANDARDS REGULATING ENCROACHMENTS INTO THE RIGHT OF WAY.

4.74 SS-01

(A-C Unchanged)

D. Encroachments into the Right of Way

- 1. Purpose and Intent:** The purpose and intent of this section is to ensure that any allowable encroachments into the right of way do not impede the safety and welfare of the general public and foster a pedestrian friendly environment that prioritizes the accessibility of space, light and air for all users while simultaneously allowing for creative and innovative architectural design and construction.
- 2. Applicability:** This section applies to all encroachments that extend into the public right of way at, above or below grade.
- 3. Approval Required:** Any encroachment into the public right of way must comply with the Michigan Building Code and requires City approval. Encroachments may be subject to a Special Treatment License approved by the Engineering Department, lease agreement approved by the City Commission and/or may require monetary compensation to the City. Encroachments into the right of way may also require approval by an appropriate reviewing body as per Article 07, Processes, Permits and Fees and are subject to the requirements set forth in this section.
- 4. General Encroachment Standards:**
 - a) *Below Grade Encroachments:*** All below grade encroachments must be reviewed by the Community Development Department and approved by the City Commission through a lease agreement.
 - b) *Above grade encroachments 8' and below:*** Permanent architectural features such as columns, pilasters, belt courses, lintels, pediments and similar features may be approved by the Planning Board, Design Review Board and/or Historic District Commission or through administrative approval, as determined by the Planning Director, to project into the right of way provided they do not create any obstruction and that said the encroachment complies with the design review standards set forth in Article 07 of the Birmingham Zoning Ordinance.
 - c) *Above grade encroachments above 8':***
 - i.** Removable architectural elements such as awnings, canopies, marquees may be approved by the Planning Board, Design Review Board and/or Historic District Commission or through administrative approval, as determined by the Planning Director,

to project into the right of way provided that they are constructed to support applicable loads without any ground mounted supports on public property. Encroachments with less than 15' of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 feet, whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure.

- ii. Permanent architectural features such as windows, balconies, overhangs and other architectural features that encroach into the right of way above 8' may be approved by the Planning Board, Design Review Board and/or the Historic District Commission provided that they do not extend 2' or more into the right of way or create an obstruction and that the encroachment complies with the design review standards set forth in Article 07 of the Birmingham Zoning Ordinance. Encroachments that extend more than 2' into the right of way will also require the approval of the City Commission through a lease agreement.
 - iii. Permanent encroachments that create usable space such as cantilevered rooms, dormers, elevated walkways, balconies, bridges and similar projections may be approved by the Planning Board, Design Review Board and/or the Historic District Commission provided they comply with the design review standards set forth in Article 07 of the Birmingham Zoning Ordinance and must be approved by the City Commission through a lease agreement.
- d. *Temporary encroachments:*
- i. Temporary encroachments associated with construction projects are subject to approval of an obstruction permit or logistical plan to be reviewed and approved by the Community Development and Engineering Departments.
 - ii. Temporary encroachments that are seasonal in nature such as vestibules or storm enclosures may be approved by the Planning Board, Design Review Board and/or Historic District Commission through the site plan and design review process provided that an unobstructed 5' public pedestrian path is provided at all times and that the temporary encroachments are is subject to a rental fee rate as indicated by the Birmingham Schedule for Fees, Charges, Bonds and Insurance.

ORDAINED this _____ day of _____, 2019 to become effective 7 days after publication.

Patty Bordman, Mayor

Cherilynn Mynsberge, City Clerk



MEMORANDUM

Planning Division

DATE: March 7, 2019
TO: Planning Board
FROM: Jana L. Ecker, Planning Director
SUBJECT: Encroachments into Public Right of Way

The Michigan Building Code permits projections of certain architectural elements into the right of way, including awnings, signage, canopies, marquees, planters and other similar elements. The recent renovation of the 100 S. Old Woodward building and the 335 E. Maple building has raised questions as to whether projecting elements should be permitted, and if so, whether there should be restrictions in addition to those permitted by code. The Zoning Ordinance has regulation standards for the size and placement of awnings, but does not contain comprehensive standards governing the projection of architectural details such as balconies projecting into the right-of-way.

The regulations related to projections of awnings in the Zoning Ordinance can be found in Article 3, Overlays. Article 3, section 3.04(B) of the Zoning Ordinance states:

- 5.) *First-floor awnings may encroach upon the frontage line and public sidewalk, but must avoid the street trees; **provide at least 8 feet of clearance above the sidewalk; and be set back a minimum of 2 feet from the road curb.***
- 6.) *Upper-floor awnings shall be permitted only on vertically proportioned windows, **provided that the awning is only the width of the window, encroaches upon the frontage line no more than 3 feet, and is not used as a backlit sign.***

These regulations only apply in the Downtown Birmingham Overlay District. There are no other such regulations governing properties outside of the Downtown Birmingham Overlay District.

The Birmingham Code of Ordinances also has an excerpt related to projections into the right-of-way. Chapter 98, Section 2, *Streets, Sidewalks and Other Public Places* states:

- (2) ***Construction and maintenance of awnings, canopies, marquees.***
All awnings, canopies and marquees shall be constructed to withstand loads as specified, and in accordance with provisions of chapter 22, and shall be maintained in a clean, whole, safe and sound condition at all times, and any awning, canopy or marquee which shall become torn, frayed, loose, or out of repair as a whole, shall be dismantled and removed by the owner thereof. If such awning, canopy or marquee shall become torn, frayed, loose and out of repair in part, the same shall be repaired

promptly, upon notification from the building official. Upon failure or neglect of the owner of any awning, canopy, or marquee to repair or remove the same within five days after due notice, requiring such removal or repair, has been received from the building official, such building official shall have the power, and it shall be his duty, to dismantle and remove any such awning, canopy or marquee which is maintained contrary to the provisions of this section. Any costs incurred by the city in connection therewith may be charged against the property upon which such awning, canopy or marquee is located, in accordance with provisions of chapter X of the city Charter.

Section 2 of Chapter 98 implies that projections are permitted to extend over a street, sidewalk or other public space, but does not provide limitations related to size.

When cities allow for projections in the right of way, the amount of these projections is governed by the Michigan Building Code. Chapter 32 of Michigan's Building Code, Section 3202, *Encroachments in the Public Right-of-Way* provides specific requirements based upon the height of encroachments above grade.

Section 3202.2 states that ***encroachments above grade and below 8' in height are prohibited***, unless they meet one of these exceptions:

3202.2.1 Steps. *Steps shall not project more than 12" and shall be guarded by approved devices not less than 3' in height, or shall be located between columns or pilasters.*

3202.2.2 Architectural features. *Columns or pilasters, including bases and moldings, shall not project more than 12". Belt courses, lintels, sills, architraves, pediments and similar architectural features shall not project more than 4".*

3202.2.3 Awnings. *The vertical clearance from the public right-of-way to the lowest part of any awning, including valences, shall be not less than 7'*

Section 3202.3 further states that ***encroachments 8' or more above grade*** are permitted, but must comply with the following:

3202.3.1 Awnings, canopies, marquees and signs. *Awnings, canopies, marquees and signs shall be constructed so as to support applicable loads as specified in Chapter 16. Awnings, canopies, marquees and signs with less than 15' clearance above the sidewalk shall not extend into or occupy more than two-thirds the width of the sidewalk measured from the building. Stanchions or columns that support awning, canopies, marquees and signs shall be located not less than 2' in from the curb line.*

3202.3.2 Windows, balconies, architectural features and mechanical equipment. *Where the vertical clearance above grade to projecting windows, balconies, architectural features or mechanical equipment is more than 8', 1" of encroachment is permitted for each additional 1" of clearance above 8', but the maximum encroachment shall be 4'.*

Section 3202.3.3 states that ***encroachments 15' or more above grade shall not be limited.*** Current Zoning Ordinance regulations do not specifically specify the limit to which architectural features may encroach upon the public right-of-way.

On August 9th, 2018, the Planning Board discussed these issues and developed a list of concerns that they would like to have addressed. These issues included:

- Allowing architectural features such as cornices and bay windows to project in the right-of-way.
- Having consistent regulations for projections into the right-of-way apply throughout the entire city.
- Specifying that no occupiable space may project into right-of-way.
- Requiring a special encroachment permit to be obtained after final site plan or design approval is granted from the Planning Board, Design Review Board, or Historic District Commission.

On October 10th, 2018 the Planning Board reviewed draft language modeled after the standards in the Building Code and decided that they did not want language from the Building Code to be in Zoning Ordinance because doing so would be redundant.

On October 24, 2018 the Planning Board reviewed revised draft language incorporating the stated concerns into Chapter 4, Section 4.30(OS-01). After lengthy discussion it was determined that the revised ordinance language was not specific enough. Accordingly, the old draft language has been omitted from this memo but can be revisited if the Board would like.

The Board requested that the staff review ordinances from other cities to glean information on what types of architectural elements are regulated and what methods are used to regulate encroachments. Accordingly, per the suggestion of the Chairperson, the ordinances regulating encroachments for the Cities of Portland OR, New York NY, Denver CO, and San Francisco CA, have been included for your review.

Staff also reviewed the ordinances. While each City deals with the encroachments differently to varying degrees, generally these documents predominately rely on Chapter 32 of the International Building Code (IBC) to regulate encroachments that are elements of a building. As noted above, there are three main categories of encroachments identified in the building code. Those categories are below grade encroachments, above grade encroachments below 8' and above grade encroachments above 8'.

Below grade encroachments include items such as footings, vaults, areaways and tunnels. Above grade encroachments include items such as entrance details, architectural details (such as cornices, eaves, bases, sills, headers, band course, opening frames, rustications, and other similar elements), balconies, marquees, lights, flagpoles and signs.

The ordinances also provide classifications for encroachments that dictate the level of review required. In Portland, for example, minor encroachments called "typical encroachments", require a revocable permit. These types of encroachments are permitted under a specified set of guidelines and may be revoked at any time and if revoked must be removed within 30 days. "Major encroachments" are subject to a higher level of review and analysis. These are typically

permanent structures such as sky bridges, arcades or underground walkways. All of the encroachments in each city are regulated by the Building Code as would be expected.

The Portland, OR regulations are clearly the most comprehensive of the four that were reviewed. The district intent provided a clear outline of how the regulations are intended to enhance the experience of the pedestrian in the right of way. However, much of the document deals with encroachments in the right of way that are not directly attached to a building. This includes elements such as fences, retaining walls, landscaping and irrigation, transit shelters, planter boxes and so forth. These types of encroachments generally fall under the jurisdiction of the Engineering Department. The other three documents provided for your review focus more exclusively on the dimensional and procedural aspects of regulating encroachments which, as stated previously, are taken from the IBC.

As discussed on October 10, 2018, there are certainly elements that could be taken from these documents and adapted for the specific needs of Birmingham. The multi-tiered review process could be implemented to delineate between which elements should be permitted as part of a standard site plan review. This could be simply what is permitted by the IBC or some lesser degree of projection that could be codified in the Zoning Ordinance. Other more significant encroachments could be specifically reviewed by the Planning Board and/or City Commission and subject to some type of a land or air rights lease. In addition, drafting an intent section that outlines the goals of Birmingham and what the experience in the right of way is intended to be could provide useful guidance to developers and property owners when they are considering an application for redevelopment.

On November 14, 2018 the Planning Board held a study session to discuss the various ordinances requested at the previous meeting. After reviewing the information that was provided, the Board requested that the Planning staff draft language that provides an intent section and also to make recommendations for any further restrictions beyond what is permitted by code. The intent section is intended to provide a general guiding principle of prioritizing the safety and accessibility for pedestrians in the right of way while allowing some projections as permitted by the Building Code with the permission of the appropriate reviewing body. The additional draft standards are intended to give the reviewing body the ability to limit encroachments in addition to what is permitted by code. Staff has intentionally allowed for flexibility within these standards to give the reviewing body discretion on a case by case basis without the need for applicant to obtain a variance.

On November 28, 2019, the Planning Board conducted another study session to consider amendments to the structure standards in all zone districts to add regulations for projections in the public right of way. Planning Board members suggested several changes to the draft ordinance language, and asked the Planning staff to make these amendments and conduct additional research regarding maximum projections over sidewalks. Board members agreed that the previous proposal of allowing projections to extend horizontally 2/3 of the sidewalk width was too generous.

On February 13, 2019, the Planning Board again reviewed draft ordinance language and discussed the impact of the proposed changes. Several minor changes were proposed to the draft ordinance language, and then the Planning Board voted to set a public hearing on the proposed amendments for March 13, 2019.

The proposed amendments have now been reviewed by the City Attorney, the Building Official and the City Engineer. Minor revisions were suggested and made, which do not affect the substantive provisions last discussed by the Planning Board.

Please see attached ordinance language for your review and comment. The additional research regarding maximum limits for projections over sidewalks discussed at previous meetings is also attached, along with a chart summarizing sample standards for the maximum horizontal projections over sidewalks in other communities for your reference.

Suggested Action:

To recommend APPROVAL to the City Commission of Article 4, Development Standards, section 4.74, Structure Standards, of Chapter 126, Zoning, of the Code of the City of Birmingham to add development standards to regulate encroachments into the right-of-way.

**CITY OF BIRMINGHAM
ORDINANCE NO. __**

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

**TO AMEND ARTICLE 4, SECTION 4.74 SS-01, STRUCTURE STANDARDS TO ADD
INTENT AND STANDARDS REGULATING ENCROACHMENTS INTO THE RIGHT
OF WAY.**

4.74 SS-01

(A-C Unchanged)

D. Encroachments into the Right of Way

- 1. Purpose and Intent:** The purpose and intent of this section is to ensure that any allowable encroachments into the right of way do not impede the safety and welfare of the general public and foster a pedestrian friendly environment that prioritizes the accessibility of space, light and air for all users while simultaneously allowing for creative and innovative architectural design and construction.
- 2. Applicability:** This section applies to all encroachments that extend into the public right of way at, above or below grade.
- 3. Approval Required:** Any encroachment into the public right of way must comply with the Michigan Building Code and requires City approval. Encroachments may be subject to a Special Treatment License approved by the Engineering Department, lease agreement approved by the City Commission and/or may require monetary compensation to the City. Encroachments into the right of way may also require approval by an appropriate reviewing body as per Article 07, Processes, Permits and Fees and are subject to the requirements set forth in this section.
- 4. General Encroachment Standards:**
 - a) *Below Grade Encroachments:*** All below grade encroachments must be reviewed by the Community Development Department and approved by the City Commission through a lease agreement.
 - b) *Above grade encroachments 8' and below:*** Permanent architectural features such as columns, pilasters, belt courses, lintels pediments and similar features may be approved by the Planning Board, Design Review Board and/or Historic District Commission or through administrative approval, as determined by the Planning Director, to project into the right of way provided they do not create any obstruction and that said the encroachment complies with the design review standards set forth in Article 07 of the Birmingham Zoning Ordinance.
 - c) *Above grade encroachments above 8':***
 - i.** Removable architectural elements such as awnings, canopies, marquees may be approved by the Planning Board, Design Review Board and/or Historic District Commission or through administrative approval, as determined by the Planning Director, to project into the right of way provided that they are constructed to support applicable loads without any ground mounted supports

on public property. Encroachments with less than 15' of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 feet, whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure.

- ii. Permanent architectural features such as windows, balconies, overhangs and other architectural features that encroach into the right of way above 8' may be approved by the Planning Board, Design Review Board and/or the Historic District Commission provided that they do not extend 2' or more into the right of way or create an obstruction and that the encroachment complies with the design review standards set forth in Article 07 of the Birmingham Zoning Ordinance. Encroachments that extend more than 2' into the right of way will also require the approval of the City Commission through a lease agreement.
 - iii. Permanent encroachments that create usable space such as cantilevered rooms, dormers, elevated walkways, balconies, bridges and similar projections may be approved by the Planning Board, Design Review Board and/or the Historic District Commission provided they comply with the design review standards set forth in Article 07 of the Birmingham Zoning Ordinance and must be approved by the City Commission through a lease agreement.
- d. ***Temporary encroachments:***
- i. Temporary encroachments associated with construction projects are subject to approval of an obstruction permit or logistical plan to be reviewed and approved by the Community Development and Engineering Departments.
 - ii. Temporary encroachments that are seasonal in nature such as vestibules or storm enclosures may be approved by the Planning Board, Design Review Board and/or Historic District Commission through the site plan and design review process provided that an unobstructed 5' public pedestrian path is provided at all times and that the temporary encroachments are is subject to a rental fee rate as indicated by the Birmingham Schedule for Fees, Charges, Bonds and Insurance.

ORDAINED this _____ day of _____, 2019 to become effective 7 days after publication.

Patty Bordman, Mayor

Cherilynn Mynsberge, City Clerk

BIRMINGHAM CITY COMMISSION / PLANNING BOARD
JOINT WORKSHOP SESSION MINUTES
JUNE 19, 2017

B. COMMERCIAL PROJECTIONS ONTO PUBLIC PROPERTY/ ARCHITECTURAL ALLOWANCES

Ms. Ecker explained that Chapter 98 implies that awnings, balconies, marquees, and canopies are permitted to project over the public right-of-way, but does not clearly state that they are permitted. They are to comply with Chapter 22, which are the Building Code regulations. The question has that arisen is should it be clarified in the Zoning Ordinance which, if any projections are permitted, and to address the height, projection or permitted materials for architectural features projecting into the public right of way.

Mayor Nickita added that the property line is the building face, so anything that projects beyond the building face is technically over City property. When the projections are a bit atypical or if they take on other forms, it becomes more difficult. Ms. Ecker said while we have a review process, we do not have a hard and fast regulation as to how far it can project.

In response to Commissioner Hoff, Ms. Ecker said we could potentially determine a size of how many inches a projection could protrude into the right of way, and if the location on the building would impact how far it could protrude.

Commissioner DeWeese said some of these projections are pleasing to the eye and are pedestrian-friendly, so the key may not be to define exactly how much, but maybe a minimum which would trigger a review standard.

Mr. Koseck said it is worth more study and investigation and development of some criteria or measurement.

Mayor Nickita said this issue is worthy of another layer of review to incorporate clear guidelines.

PLANNING BOARD MINUTES AUGUST 8, 2018

STUDY SESSION

1. Projections Into the Right-of-Way

Ms Ecker advised this was another matter that came up at the joint City Commission/Planning Board in June of 2017. She noted that the City permits projections of certain architectural elements into the right-of-way, including awnings, signage, canopies, marquees, planters and other similar elements. The recent renovation of the 100 S. Old Woodward Ave. building and the 335 E. Maple Rd. building have raised questions as to whether projecting elements should be permitted; and if so, whether there should be restrictions on the materials used. The City Code does not contain any comprehensive standards or regulations governing the projection of awnings, architectural details, balconies etc. into the right-of-way. However, the regulations that do exist are scattered in several locations:

Chapter 126, Zoning Ordinance Regulations

The only regulations dealing with projections currently in the Zoning Ordinance can be found in Article 3, Overlays. The Zoning Ordinance allows for the projection of awnings into the public right-of-way as long as 8 ft. of clearance is provided, and upper floor awnings do not project into the right-of-way more than 3 ft. However, this regulation only applies in the Downtown Birmingham Overlay District. There are no other such regulations governing properties outside of the Downtown Birmingham Overlay District. The Board might want to expand the regulation to include different encroachments and make those rules apply throughout the City.

Chapter 98, Streets, Sidewalks and Other Public Places Regulations

Additional regulations concerning potential projections into the right-of-way can be found in Chapter 98 of the City Code. Section 2 of Chapter 98, Streets, Sidewalks and Other Public Places. Section 2 of Chapter 98, Streets, Sidewalks and Other Public Places provides regulations dealing with the construction and maintenance of awnings, canopies and marquees, which implies, but does not specifically state, that they are permitted to extend over a street, sidewalk or other public space. Section 2 also states that such structures must be constructed in accordance with Chapter 22, which adopts the regulations of the Building Code.

Michigan Building Code

Chapter 32 of Michigan's Building Code, Section 3202, Encroachments in the Public Right-of-Way, addresses encroachments, and provides specific requirements based upon the height of encroachments above grade.

Section 3202.2 states that encroachments above grade and below 8 ft. in height are prohibited, unless they meet one of certain exceptions for steps, architectural features, and awnings. Section 3202.3 further states that encroachments 8 ft. or more above grade are permitted but must comply with certain conditions. Finally, section 3202.3.23 further states that encroachments 15

ft. or more above grade shall not be limited. Ms. Ecker thought that the Building Code sets some basic parameters for the discussion of projections.

Mr. Jeffares noted in the wintertime icicles that form on balconies over a sidewalk could fall and injure somebody.

Chairman Clein advised that the City of Detroit requires a special approval permit which is a grant of right by the City to allow certain things to be installed projecting into the right-of-way. The applicant has to show what they are and receive authorization which then becomes a condition of the site plan.

He wanted to have a conversation about what is actually encroaching, such as interior space that may be occupied outside the footprint of the building, which is quite different than exterior features.

Ms. Ecker indicated she will bring back language for future discussion.

PLANNING BOARD MINUTES OCTOBER 10TH, 2018

1. Projections into the Right-of-Way

Mr. Cowan noted that the City permits projections of certain architectural elements into the right-of-way, including awnings, signage, canopies, marquees, planters and other similar elements. Recent renovations have raised questions as to whether projecting elements should be permitted; and if so, whether there should be restrictions on the materials used. The Zoning Ordinance has regulation standards for the size and placement of awnings, but does not contain comprehensive standards governing the projection of architectural details such as balconies, canopies or other architectural elements projecting into the right-of-way.

Current City policy for the size of projections into the right-of-way is governed by the Michigan Building Code Regulations and enforced by the Birmingham Building Dept. Chapter 32 of Michigan's Building Code, Section 3202, Encroachments in the Public Right-of-Way provides specific requirements based upon the height of encroachments above grade.

On August 9, 2018, the Planning Board discussed these issues and developed a list of concerns that they would like to have addressed. These issues include:

- Allowing architectural features such as cornices and bay windows to project in the right-of-way.
- Having consistent regulations for projections into the right-of-way apply throughout the entire city.
- Specifying that no occupiable space may project into right-of-way.
- Requiring a special encroachment permit to be obtained after final site plan or design approval is granted from the Planning Board, Design Review Board, or Historic District Commission.

Draft language incorporating these concerns has been provided as an amendment to the Zoning Ordinance Chapter 4, Section 4.30(OS-01)

Chairman Clein was concerned they are adding regulations that are already in place into the Zoning Code. Mr. Share thought putting them in to restrict an outer limit is okay.

Chairman Clein thought that allowing awnings, canopies, marquees and signs with less than 15 ft. clearance above the sidewalk to extend two-thirds into the width of the sidewalk is too much. He suggested that staff take a look at whether there is a standard corridor along the building face that would allow architectural features to encroach. Mr. Boyle liked that idea, but it might not fit in every place. There may be different rules for the main streets.

Mr. Jeffares thought that bridges between buildings might be considered.

Chairman Clein said that to him a special permit for encroachments into the right-of-way should be a condition of the site plan rather than obtained after Final Site Plan or Design Approval has been granted.

Ms. Whipple-Boyce mentioned the length of projections should be restricted. Consensus was to bring this matter back to the next meeting.

**PLANNING BOARD MINUTES
WEDNESDAY, OCTOBER 24, 2018**

1. Projections in the Right-of-Way

Mr. Baka noted that the City permits projections of certain architectural elements into the right-of-way, including awnings, signage, canopies, marquees, planters and other similar elements. Recent renovations have raised questions as to whether projecting elements should be permitted; and if so, whether there should be restrictions on the materials used. The Zoning Ordinance has regulation standards for the size and placement of awnings, but it does not contain comprehensive standards governing the projection of architectural details such as balconies, canopies or other architectural elements projecting into the right-of-way.

Current City policy for the size of projections into the right-of-way is governed by the Michigan Building Code Regulations and enforced by the Birmingham Building Dept. Chapter 32 of Michigan's Building Code. Section 3202, *Encroachments in the Public Right-of-Way* provides specific requirements based upon the height of encroachments above grade.

On August 9, 2018, the Planning Board discussed these issues and developed a list of concerns that they would like to have addressed.

On October 10, 2018 the Planning Board reviewed draft language and decided they did not want language from the Building Code to be in the Zoning Ordinance because it would be redundant.

Accordingly, draft language incorporating the Planning Board's comments was provided for Chapter 4, Section 4.30 (D) Open Space Standards:

4.30 OS-01 (A-C Unchanged)

D. Projection into the right-of-way: Projections into the right-of-way shall be permitted as follows:

1. Projections such as cornices, canopies, awnings, sunscreens, bay windows, bow windows, and other architectural features are permitted as long as they do not support or contain habitable space.
2. A special permit for encroachments into the right-of-way at or above grade must be obtained after final site plan or design approval has been granted by the Planning Board, Design Review Board, or Historic District Commission.
3. All projections more than 4 ft. into the right-of-way will be subject to a lease agreement with the City for the use of air rights.

Mr. Jeffares received confirmation from Ms. Ecker that a bay window does not contain living space. The language should clearly state what is allowed and then nothing else is allowed. Also, the third item only applies in Mixed-Use and Multi-Family Districts and not in Single-Family.

Mr. Baka affirmed for Ms. Whipple-Boyce there is nothing in the Building Code that restricts the length of a projection into the right-of-way.

Mr. Koseck was inclined to leave the term "habitable space" in the draft language and hopefully catch it in the Definitions Section.

Mr. Share thought that projections should be limited to a maximum number of feet or a percentage of the sidewalk width. Further, his sense was that it would be more efficient to have a special permit for encroachments included as part of the Final Site Plan Approval.

Chairman Clein did not think a lease agreement with the City for encroachments more than 4 ft. into the right-of-way was the intent of the City Commission. Rather, he felt the Commission wanted the Planning Board to figure out a way to control atypical projections. He noted that San Francisco, Denver, Portland, and New York City all have extensive ordinances about encroachments.

Ms. Ecker said the Zoning Ordinance should be very clear which projections are allowed and which ones are not, along with standards for each. Staff agrees there should be some sort of maximum. With regard to a lease, Chairman Clein suggested saying that any approval of encroachment may require the applicant to enter into a lease agreement at the sole discretion of the City Commission.

Ms. Ecker thought for the next meeting the board could consider a list of the types of projections, are they wanted; and if so, what are reasonable standards. Also, Chairman Clein wanted to see the ordinances from other cities so that ideas could be drawn from them.

Mr. Share asked for a ruling from the City Attorney about what implication there is under common law if someone is built to the property line whether they have a right to encroach onto the neighbor's property underneath the ground for a reasonable foundation. Further, do they have the right to encroach up above for an eave and whether this applies to a municipality. Then, if it does apply to a city, whether it can be changed by ordinance.

Mr. Koseck noted he is a little concerned about balconies lurking over the right-of-way and what may occur on them such as wash hanging out to dry.

At 7:56 p.m. no one from the public cared to comment on this matter.

**PLANNING BOARD MINUTES
NOVEMBER 14, 2018**

G. STUDY SESSION ITEMS

1. Projections in the Public Right-of-Way

Mr. Baka recalled that on October 24, 2018 the Planning Board requested that the staff review ordinances from other cities to glean information on what types of architectural elements are regulated and what methods are used to regulate encroachments. Accordingly, per the suggestion of the Chairperson, the ordinances regulating encroachments for the Cities of Portland OR, New York NY, Denver CO, and San Francisco CA, have been included for the Board's review. The Portland OR regulations are clearly the most comprehensive of the four.

While each city deals with the encroachments differently to varying degrees, generally these documents predominately rely on Chapter 32 of the International Building Code ("IBC") to regulate encroachments that are elements of a building. These elements include the following:

- Below grade encroachments
- Above grade encroachments below 8 ft.
- Above grade encroachments above 8 ft.

Below grade encroachments include items such as footings, vaults, areaways and tunnels. Above grade encroachments include items such as entrance details, architectural details (such as cornices, eaves, bases, sills, headers, band courses, opening frames, rustications, (and other similar elements), balconies, marquees, lights, flagpoles and signs.

The ordinances also provide classifications for encroachments that dictate the level of review required.

Mr. Baka felt that Portland certainly was the most developed of the four ordinances that they reviewed. It is split into two different types of encroachments, major and minor. The difference is that the major encroachments are essentially permanent such as skyways and tunnels, whereas the minor encroachments are things that could be removed.

Even though something is permitted by the IBC doesn't mean it is right for Birmingham.

There are certainly elements that could be taken from these documents and adapted for the specific needs of Birmingham. In addition, drafting an Intent section that outlines the goals of Birmingham and what the experience in the right-of-way is intended to be could provide useful guidance to developers and property owners when they are considering an application for redevelopment.

Mr. Share thought it was interesting that Portland's ordinance comes out of their transportation section. He thought Denver was very similar. New York, as a denser place, wasn't quite so helpful. He likes the idea of developing a Birmingham Intent section. He felt the City would benefit from being more restrictive on awning encroachments toward the street than what the IBC allows and what these ordinances allow.

Mr. Boyle asked if they need to be as comprehensive as Portland because some of the items are already covered in other City Code sections.

Ms. Ecker advised that what the Board is talking about here are certain elements related to buildings. Any type of projection section drafted should deal with at grade, below grade, and above grade projections.

Discussion disclosed that if a building is cluttered with too many of the same projections it is a design issue and it could be denied. The ordinance contains a list of criteria for design review. Further it was agreed that the Board should not be so specific with details. Instead talk about the types of things that would be permitted and any restrictions.

Mr. Share indicated he would like to get rid of awnings with vertical supports in the walkway. The path should be kept clear for pedestrians. Further, he wanted the board to think about the future as materials develop and architecture changes. Chairman Clein was in favor of thinking about a recommendation on scaling an awning to the width of the sidewalk.

Mr. Baka advised that the City Attorney has opined that no one has the right to encroach on anyone else's property or into the public right-of-way.

Staff will present another draft at the next meeting.

**PLANNING BOARD MINUTES
NOVEMBER 28, 2018**

1. Projections into the Right-of-Way

Mr. Baka advised that as requested by the Planning Board at their meeting on November 14, 2018, Planning staff has provided draft language that includes an intent section and also makes recommendations for further restrictions beyond what is permitted by the Building Code. Staff has intentionally allowed for flexibility within the standards to give the reviewing body discretion on a case-by-case basis without the need for the applicant to obtain a variance.

Mr. Jeffares indicated he would like to see a maximum allowable encroachment onto the sidewalk rather than two-thirds which may be excessive in some cases. Mr. Koseck added that a unique use such as the Birmingham Theatre might require a higher level of review. Further, the requirement that permanent architectural features such as windows, balconies, and overhangs cannot extend more than 18 in. into the right-of-way should require a little more study.

Referring to D(4)(c)(iii), Permanent encroachments that create usable space, Ms. Whipple-Boyce suggested that the bump out on the new Peabody site building be added to the other three examples.

Mr. Share asked for elimination of "said this" or "said that." Additionally, think about different percentages of allowable projection for different streets.

Mr. Boyle suggested under D(1) reverse "light, space" so that it reads "space, light."

Mr. Share said to mention something about not interrupting the flow of people on the street and that the pedestrian path needs to be maintained unobstructed.

Chairman Clein said in D(4)(b) and (c) note with consistency who is authorized to approve above grade encroachments. Also, review the proposed ordinance to ensure it meets the requirements of the Building Code.

Mr. Boyle hoped to see some schematic drawings included in the Ordinance. It was thought that perhaps Mr. Koseck could help with that.

Staff agreed to bring back the suggested changes.

**Planning Board Minutes
February 13, 2019**

2. Projections in the Right of Way

Planning Director Ecker reviewed her February 7, 2019 memorandum to the Planning Board regarding the item. She added the Planning Board could consider adding to section 4.74(D)(4)(c)(i) cannot exceed two thirds of the sidewalk width "...or five feet, whichever is less", though it may not be necessary since a projection cannot interfere with "any existing or planned streetscape elements or infrastructure".

Mr. Share said determining the right parameters for awnings in the City could be somewhat of a work in progress, and that he liked the proposed changes while noting they could be amended again should the Board see need in the future. He suggested that the end of 4.74 SS-01 (D)(4)(d)(ii) be updated to read "...public pedestrian path is provided at all times and that the temporary encroachments are subject to a rental fee as indicated by the Birmingham Fee Schedule."

Planning Director Ecker concurred. Drawing the Board's attention to 4.74 SS-01 (D)(4)(c)(ii), she added that the last sentence would be updated to reflect the two feet requirement, rather than the previous eighteen inch requirement.

In reply to Mr. Share, Planning Director Ecker stated she was not sure whether a dormer could create space that encroaches. She said she did not think so, but the proposed wording would cover any expanded interpretation of dormers that the Building Department may apply to gable ends or other such features.

In reply to Chairman Clein, Planning Director Ecker said that Building Official Johnson had reviewed a previous draft, and would review this draft before a public hearing.

Motion by Mr. Share

Seconded by Ms. Whipple-Boyce to set a public hearing date of March 13, 2019 to consider amendments to Article 4, section 4.74 SS-01, Structure Standards to add intent and standards regulating encroachments into the right of way, as presented, with editorial commentary included.

Chairman Clein commended the Board and staff for the good work on this item.

Planning Director Ecker asked if illustrations are necessary for this section. The Board said the descriptions are sufficiently clear without illustration.

Motion carried, 5-0.

VOICE VOTE

Yeas: Clein, Jeffares, Koseck, Share, Whipple-Boyce

Nays: None

Absent: Boyle, Emerine, Ramin, Williams

Standards	Milwaukee, WI	Burlington, IO	Denver, CO	LeMoore, CA	San Fran, CA	Manhattan, NY	Portland, OR
Horizontal Projection / Distance from Curb	<ul style="list-style-type: none"> • ½ of sidewalk width, max of 6' • If sidewalk < 12, max of 6', but not closer than 2' to curb 	<ul style="list-style-type: none"> • No closer than 2' from curb 	<ul style="list-style-type: none"> • No max for awnings, but if projection more than 5', awning must be sprinkled • Max of 4' projection for building encroachments • In no case past curb 	<ul style="list-style-type: none"> • Awnings 3' to 8' • Max of 8' from building • Min 4' from curb • 2' to 6' for bay windows & balconies 	<ul style="list-style-type: none"> • Awnings, marquees can project no more than 2' from curb • Maximum width of 10' • Balconies & arch features – if 10' vertical clearance than 2', with add'l 1" of projection for each 1" above 10', up to 4' projection 	<ul style="list-style-type: none"> • Storefront Awnings max of 8' from building • Window/door awnings max of 5' from building • Balconies max of 2.5' from building 	<ul style="list-style-type: none"> • Awnings, marquees no more than 2/3 width of sidewalk, but not closer than 2' to curb • Balconies & arch features 1" of projection for every 1" in vertical clearance above 8', max 4' projection
Vertical Clearance from Grade	<ul style="list-style-type: none"> • 7.5' 	<ul style="list-style-type: none"> • 8' 	<ul style="list-style-type: none"> • 12' above sidewalk • 24' above alley 	<ul style="list-style-type: none"> • 8' 	<ul style="list-style-type: none"> • 10' for balconies & arch features 	<ul style="list-style-type: none"> • 10' for balconies • 8' for awnings 	<ul style="list-style-type: none"> • 8'

CHAPTER 245
ENCROACHMENTS, PROJECTIONS AND
SPECIAL PRIVILEGES

TABLE

245-1	General Regulations
245-2	Structural Supports
245-3	Maintenance and Removal
245-4	Permissible Projections and Encroachments
245-4.5	Encroachments for One- and 2-Family Residential Properties
245-4.7	Dumpsters
245-5	Street Walk Basements
245-6	Movable Awnings
245-7	Awnings, Canopies and Sun Shades
245-10	Marquees
245-11	Permits and Fees
245-12	Special Privileges
245-12.5	Special Privileges Board
245-13	Roofed Sidewalks (Covered Walks)
245-14	Air and Subterranean Space Lease Structures

245-1. General Regulations. 1. Except as otherwise regulated in this chapter, no part of any building, structure, addition, alteration or construction hereafter erected shall project beyond a street line.

2. Structures, appendages or architectural ornamentations projecting beyond a street line as regulated and permitted by this chapter shall be constructed of materials as required in ch. 251 and as further regulated herein. The projection of any structure, appendage or ornamentation shall be the distance measured horizontally from the street line to the outermost point of such structure, appendage or ornamentation.

3. No person shall erect, place or store any material, equipment, shed, roof, fence or temporary walk, guard, device or any other structure on a public thoroughfare, nor shall any person move any building or structure onto, across or over any public thoroughfare without first obtaining a permit therefor from the commissioner of public works.

4. Permits and permit fees for permissible projections shall be as regulated in s. 200-33.

5. There shall be no permitted projections which limit the clear paved sidewalk width to less than 5 feet.

6. No permission shall be given for projections into the public right-of-way where there is no paved public sidewalk, unless the encroachments are otherwise allowed by code.

245-2. Structural Supports. All projections permitted in this chapter, except footings and their supports, shall be so constructed that their removal may be made without causing the building or structure to become structurally unsafe.

245-3. Maintenance and Removal. 1. All construction for which a permit is hereafter granted pursuant to the regulations of this chapter by the commissioner of city development for projections beyond the street line, or by the commissioner of public works permitting the occupancy or use of public property or public thoroughfares, and any special privilege granted by the common council pursuant to s. 245-12, and all other existing projections or encroachments shall be maintained in good state of repair and in a safe condition.

2. Such construction shall be removed and the permit revoked whenever public necessity or public safety so requires when ordered by the commissioner of neighborhood services, the commissioner of public works, by resolution of the common council or by authorities of the state of Wisconsin.

3. No change or enlargement shall be made to any such existing projection or encroachment except in conformity with the regulations of this chapter.

245-4. Permissible Projections and Encroachments. Projections and encroachments beyond the street line other than those listed in this section may be permitted by special privilege granted by the common council under s. 245-12. Under the conditions prescribed in this chapter and within the limitations regulated herein, the following projections and encroachments beyond a street line are permitted:

245-4-1 Encroachments, Projections And Special Privileges

1. Main cornices or roof eaves projecting not more than 3 feet, provided they are a minimum of 14 feet above the adjacent established grade.

2. Cornices of porches and false mansard-type structures projecting not more than 15 inches, provided they are a minimum of 10 feet above the adjacent established grade.

3. Pediments, nonstructural columns or pilasters, and similar architectural projections, including bases and capitals, projecting not more than 8 inches.

4. Masonry projections, including but not limited to quoins, belt courses, lintels, sills, base courses and rustications, projecting not more than 4 inches.

5. Footings or walls and their supports at street lines projecting not more than one foot, provided the tops of the footings are a minimum of 4 feet below the adjacent established grade. Projections beyond the one-foot line shall be subject to the approval of the commissioner of public works.

6. Emergency exit doors, when open, projecting not more than 48 inches into an alley. All other doors when open may project not more than 36 inches.

7. Fire escapes and balconies to smoke-proof stair towers or horizontal exits projecting not more than 7 feet. All other balconies may project not more than 6 feet. Fire escapes and balconies shall be a minimum of 10 feet above the adjacent established street walk grade and 14 feet above alley grade.

8. Oriel or bay windows projecting not more than 24 inches, provided that the lowest portion of the window is a minimum of 10 feet above the adjacent established grade. No oriel or bay window that projects into a public right-of-way shall exceed 10 feet in width. Oriel and bay windows shall not be permitted to project into a public right-of-way which is less than 30 feet in width.

9. Exterior hose connections for fire protection equipment, in approved locations, projecting not more than 8 inches, provided that such connections are a minimum of 1 1/2 feet but not more than 3 feet above the adjacent established grade.

10. Street walk basements or sidewalk vaults when constructed and located as regulated in s. 245-5.

11. Movable awnings when constructed and located as regulated in s. 245-6.

12. Awnings, canopies and sunshades when constructed and located as regulated in s. 245-7.

13. Fixed awnings in the Historic Third Ward projecting beyond the street line under s. 245-7-9.

14. Marquees when constructed and located as regulated in s. 245-10.

15. Remodeled building facades encroaching a maximum of 6 inches.

16. Temporary encroachments and use of public thoroughfares during erection, construction, enlargement, alteration, repair, renovation, moving, removing or demolition of buildings and structures when in compliance with the regulations of ch. 228 and s. 245-11.

17. Signs or advertising devices when constructed as regulated in ch. 244.

18. Roof gutters and conductors projecting not more than 8 inches into a public alley. Roof gutters and conductors may not project into a public street.

19. The cutting of street curbs, the installation of driveways and any construction therewith, when in conformity with rules and regulations of the commissioner of public works and permitted by the commissioner of public works.

20. Electrical or gas lighting fixtures attached to the exterior walls of buildings or structures, in approved locations, projecting not more than one foot, provided that the lowest portion of the fixture is a minimum of 7 feet but not more than 10 feet above the adjacent established grade. The fixtures, when more than 10 feet above grade, may extend 5 feet into the public right-of-way and shall be a minimum of 14 feet above grade when projecting into an alley.

21. Security cameras attached to the exterior walls of buildings or structures projecting not more than 5 feet into the public right-of-way, provided they are greater than 10 feet above the adjacent established grade. The fixtures shall be a minimum of 14 feet above grade when projecting into an alley.

22. Sewer sampling manholes, catch basins, water meter pits, sprinkler pits and similar underground structures when in compliance with s. 245-5.

23. Monitoring wells when associated with a remediation project recognized by the state of Wisconsin.

Encroachments, Projections And Special Privileges 245-4.5

24. Flagpoles for the flying of federal, state, county or municipal flags only, attached to the exterior walls of buildings or structures, projecting a distance not closer than 3 feet from the curb line, provided the flag and pole have at least 8 feet clearance above the street walk.

25. Permissible projections, obstructions and encroachments as provided by s. 115-32.

26. Items installed in the public right-of-way as part of a streetscape for which a maintenance agreement, approved by the common council, has been fully executed.

27. Projections and encroachments for one- and 2-family residential properties as provided in s. 245-4.5.

28. Decorative landscaping edging in the public right-of-way as regulated in s. 116-54.

29. Approved appliances and devices used in connection with equipment not otherwise regulated herein, in approved locations, projecting not more than one foot, provided the lowest portion thereof is a minimum of 10 feet above the adjacent established grade.

245-4.5. Encroachments for One- and 2-Family Residential Properties.

1. DEFINITION. "Encroachments for one- and 2-family residential properties" means objects or structures placed in the public right-of-way that are approved by the commissioner of public works and that are not otherwise permitted by s. 245-4.

2. GENERAL REGULATIONS. All encroachments for one- and 2-family residential properties shall comply with the following guidelines:

a. Plans shall be submitted to the commissioner of public works for approval and issuance of a permit prior to applying for any other necessary permits.

b. All necessary permits shall be obtained prior to construction of a proposed encroachment.

c. Any proposed encroachments shall conform to this section, as well as any other requirements of the code. If a conflict exists, the more restrictive requirement shall govern.

3. PROJECTION. a. If a paved public sidewalk is present, encroachments may be located between the sidewalk and the street line and may project to the edge of the sidewalk.

b. If no paved public sidewalk is present, encroachments may not project into the

public right-of-way unless specifically allowed by s. 245-4.

c. Encroachments may not project into an alley, pedestrian way or bicycle way unless otherwise allowed by the code.

4. APPLICATION. The owner of a property under consideration for construction and installation of a public way encroachment shall submit plans to the city engineer for review and approval. The grantee shall subsequently submit plans and obtain permits from the commissioner of public works and commissioner of city development, as necessary, for any installation.

5. CONDITIONS OF PERMIT. The owner of a public way encroachment for one- or 2-family residential property shall:

a. Become primarily liable for damages to persons or property by reason of the granting of a permit for the encroachment.

b. Remove or modify the encroachment whenever the city determines that the public convenience would be enhanced by such removal or modification as provided in s. 115-32-2. The owner shall not be entitled to damages relating to the removal or modification.

6. SPECIAL PROVISIONS. Any encroachment for one- or 2-family residential property as herein regulated, in existence as of June 12, 2010, which meets the requirements of sub. 3, shall be allowed to remain in its existing location until such time that removal of the encroachment is ordered pursuant to sub. 5. The owner of the existing encroachment shall be deemed primarily liable for damages to persons or property by reason of the maintenance of the existing encroachment.

245-4.7. Dumpsters. No dumpster may be placed in the public right-of-way, including any alley, sidewalk, paved roadway, tree border or other unpaved portion of the right-of-way, unless the owner of the property served by the dumpster has obtained a special privilege granted by the common council under s. 245-12. When 2 or more dumpsters serve a particular property, the property owner may apply for a single special privilege for all dumpsters located in the right-of-way. The commissioner of public works is authorized to remove, or to have removed, from the right-of-way any dumpster for which no special privilege has been granted.

245-5 Encroachments, Projections And Special Privileges

245-5. Street Walk Basements. 1. GENERAL REGULATIONS. a. Street-walk basements entirely below a street walk and adjoining a building or structure may be constructed, maintained, occupied and used in connection with such building or structure for any purposes not inconsistent with this code, other laws or ordinances, or rules regulating the construction, maintenance, occupancy and use of such basements, on condition that the right to maintain, occupy and use such basements may be revoked by the city at any time. When an order is issued for the removal of such basement, the owner of the building or structure shall execute all construction work and assume all costs and expenses attendant therewith. Such street-walk basements shall not interfere with any public work or improvement, and the city in granting a permit to construct such basements, reserves the right at any time to construct under or within such basements municipally owned utilities for the public service.

b. Boilers, engines or machinery using steam, gas or explosive mixtures, or tanks containing volatile flammable liquid, shall not be located in such basements or under any public thoroughfare.

2. DESIGN. a. Street-walk basements may extend beyond the street line for a distance as approved by the commissioner of public works, but not beyond the curb line. Such basements shall be of approved construction and shall be provided with a roof or top of noncombustible material, capable of carrying a live load of 250 pounds per square foot. The top surface of the street walk shall be at a grade as established by the city and shall be constructed of concrete or other approved material with a nonslippery surface. No glass in such street walk surface shall be permitted.

b. The walls of such basements shall be constructed of solid masonry units, plain or reinforced concrete, and shall be of a strength and thickness to resist safely lateral pressure from the adjacent earth, and to support vertical loads. Footings for such walls shall be designed and constructed to maintain a safe load on the soil and shall not project beyond the curb line.

3. OPENINGS IN STREET WALKS.

a. Openings in street walks shall be permitted when protected with approved

non slippery metal covers or gratings, as herein regulated, flush with the top surface of the street walk, designed to support a live load of 250 pounds per square foot. Such covers or gratings shall be maintained normally closed and secured in place, and when open shall be equipped with approved guards to prevent accidents. Such openings, when used for ventilating purposes and located in street-walk basements, shall be protected with gratings or covers having openings therein not more than 3/4 inch in width, and shall be equipped with approved pans or screens with mesh openings therein not in excess of 1/4 inch. Electric transformer vaults need not be equipped with approved pans or screens with mesh openings.

b. Except as otherwise required or approved by the commissioner of public works, the location and size of openings in street walks shall be as follows:

b-1. For existing elevators and for conveyors or chutes, openings shall be located with not more than 2 feet of space from the face of the curb. The length of such openings on the side parallel to the curb shall not exceed 8 feet. The width of such openings shall not exceed 1/3 the distance from the face of the curb to the street line, but not more than 6 feet in any case. New elevator installations shall not pierce a sidewalk or be located in an area used by people or vehicles as a place of travel.

b-2. For the delivery of coal or other materials, openings shall be located with not more than 2 feet of space from the face of the curb, and shall not exceed 8 square feet in area.

b-3. For ventilation or other approved purposes, openings shall be located with not more than 2 feet of space from the face of the curb on the street line and shall not exceed 8 square feet in area.

c. If upon inspection the department finds any cover or grating which appears defective or unsafe for any reason whatsoever, the commissioner may order that a critical examination be performed by a registered architect or registered structural engineer employed by the owner or the agent. The registered architect or registered structural engineer shall submit a written report showing the structural condition of the cover or grating. Two copies of the report shall in turn be

Encroachments, Projections And Special Privileges 245-6

submitted to the commissioner. One copy of the report shall, if satisfactory to the commissioner, be returned to the owner or agent bearing a stamp of approval signed by the commissioner. All defects noted on the written report submitted by the registered architect or registered structural engineer shall be corrected by the owner within a time period mandated by the commissioner. A written report showing that all defects noted in the prior report have been corrected shall be submitted in duplicate to the commissioner by a registered architect or registered structural engineer. One copy of the report shall, if satisfactory, be returned to the owner or agent bearing a stamp that the correction report has been placed on file.

4. APPROVAL. a. No permit shall be issued by the commissioner for the construction of a street-walk basement unless such basement is first approved by the commissioner of public works.

b. The cost of protecting, altering or changing the location of any city-owned utilities to permit the construction of a street-walk basement shall be paid by the owner of the real estate abutting such basement.

5. REMOVAL. All street-walk basements used in connection with a building or structure shall be removed whenever such building or structure is removed or razed. Removal of such basements shall be construed to mean the removal of all work executed in the construction of the basement to the extent required by the commissioner of public works. After the street-walk basement is removed, the area shall be filled to grade and the street curb, street walk, pavement and other public improvements shall be restored. The type and placement of the fill and the construction of the curb, walk, pavement and other improvements beyond the street lot line shall be in accordance with the specifications and regulations of the department of public works. The owner of the premises affected shall be responsible for the removal of such basement (vault) and for the restoration of public improvements as herein regulated, and shall assume all costs and expenses attendant therewith.

245-6. Movable Awnings. 1. DEFINITION. "Movable awning" means a tractable rooflike shelter attached to the exterior wall of a building or structure in an approved manner, and so constructed and erected to permit being rolled,

collapsed or folded back to a position against the building or structure.

2. GENERAL REGULATIONS. All movable awnings erected on any building or structure and projecting beyond a street line shall comply with the regulations of this section.

3. LENGTH. There shall be no limitation on the length of a movable awning.

4. PROJECTION. The projection of a movable awning from the street line shall not exceed 1/2 the distance from street line to the curb line, but not more than 6 feet in any case. If a sidewalk is less than 12 feet in width, the awning may project 6 feet, but not closer than 2 feet to the curb line. Awnings shall not project into a public right-of-way which is less than 30 feet in width.

5. CLEARANCE. There shall be not less than 7 1/2 feet in the clear between any point of the frame of a movable awning and the sidewalk grade directly below.

6. CONSTRUCTION AND DESIGN.

a. Movable awnings shall be supported entirely by the building or structure to which they are attached.

b. The covering shall be of canvas, cloth or other approved material, which shall be sufficiently flame proofed.

c. Movable awnings shall be designed and supported to withstand snow and other loads of not less than 25 pounds per square foot and wind pressure of 20 pounds per square foot applied in any direction when the awning is not retracted.

d. Approved supporting structure shall be provided for the support and fastening of awnings.

7. SIGNS AND ADVERTISING DEVICES. No sign or advertising device shall be hung from, attached to, printed or painted on a movable awning unless the sign complies with the awning sign regulations of ch. 295.

8. REMOVAL. The owner shall remove or modify a movable awning whenever the city determines that the public convenience would be enhanced by such removal or modification as provided in s. 115-32-2. The owner shall not be entitled to damages relating to the removal or modification.

9. SUPPORTING STRUCTURE. Approved supporting structure shall be provided for the support and fastening of awnings.

245-7 Encroachments, Projections And Special Privileges

245-7. Awnings, Canopies and Sun Shades.

1. DEFINITION. In this section "awning, canopy or sun shade" means a roof-like structure attached to the exterior of a building or structure in an approved manner.

2. GENERAL REGULATIONS. Awnings, canopies and sun shades, when projecting beyond the street line shall comply with the regulations of this section. No awning, canopy or sun shade shall project into a public right-of-way which is less than 30 feet in width.

3. LENGTH. There shall be no limitation on the length of an awning, canopy or sun shade.

4. PROJECTION. The projection of an awning, canopy or sun shade from the street line shall not exceed 1/2 the distance from such street line to the curb line, but not more than 6 feet in any case. If a sidewalk is less than 12 feet in width, the awnings may project 6 feet, but not closer than 2 feet to the curb line.

5. CLEARANCE. There shall be not less than 7 1/2 feet in the clear between any point of an awning, canopy or sun shade and the sidewalk grade directly below.

6. CONSTRUCTION AND DESIGN. Awnings, canopies and sun shades shall be:

a. Constructed of noncombustible, rust-resistive materials. Awnings covered in cloth, canvas or other approved pliable material shall be sufficiently flame-proofed.

b. Supported entirely by the building or structure to which they are attached.

c. Designed and supported to withstand snow and other loads of not less than 25 pounds per square foot and wind pressure of 20 pounds per square foot applied in any direction.

7. SIGNS AND ADVERTISING. No sign or advertising device shall be hung from, attached to, printed or painted on an awning, canopy or sun shade unless the sign complies with the sign regulations of ch. 295.

8. EXISTING FIXED AWNINGS. All fixed awnings heretofore erected and projecting beyond the street line except fixed awnings covered under sub. 9, shall be made to conform to the regulations of this section, or they shall be removed within 30 days following the effective date of June 12, 2010.

9. AWNINGS IN THE HISTORIC THIRD WARD. An awning which is located in the Historic Third Ward District, as defined in s. 200-61-2-e, projects beyond the street line and

was in existence on December 16, 2003, may be maintained without a special privilege. The awning may also be repaired, altered or replaced without a special privilege, provided the projection from the street line is equal to that of the existing awning or the distance to the curb face, whichever is greater. The awnings shall be constructed in accordance with sub. 6. A permit shall be required for repair, alteration or replacement of an awning, but not for maintenance of an awning. Whenever a permit is required, the owner of the building to which the awning is attached shall:

a. Become primarily liable for damages to persons or property by reason of the granting of a permit for the awning.

b. Remove or modify the awning whenever the city determines that the public convenience would be enhanced by such removal or modification as provided in s. 115-32-2. The owner shall not be entitled to damages relating to the removal or modification.

245-10. Marquees. 1. DEFINITION. A marquee as herein regulated shall mean a rigid, flat, roof-like structure, affording shelter, attached to the exterior walls of a building or structure in an approved manner and erected only over an entrance to a building or structure.

2. GENERAL REGULATIONS. Marquees, when constructed and erected as regulated in this section, shall be permitted to project beyond a street line above the entry doorways of any building or structure, provided, however, that no such marquee shall project into a public thoroughfare which is less than 30 feet in width.

3. LENGTH. The length of marquees, measured parallel to the face of the building or structure to which attached, shall not exceed the width of the entrance doorway or doorways by more than 10 feet, but in no case shall the front face of such marquee be closer than 6 feet to an alley line or 3 feet to an intersecting street line.

4. PROJECTION. The projection of marquees from the street line shall not exceed a distance beyond one foot inside the face of the street curb.

5. CLEARANCE. There shall be not less than 10 feet in the clear between any point of a marquee and the sidewalk grade directly below.

6. CONSTRUCTION AND DESIGN.

a. Marquees shall be constructed of noncombustible materials throughout.

b. Marquees shall be supported entirely by the building or structure to which they are attached.

c. Marquees shall be designed and constructed to safely support a superimposed load of 80 pounds per square foot.

d. The roof of the marquee shall be made watertight and shall have a slope of not more than one in four. Such roofs shall slope and drain toward the building or structure and shall be provided with conductors connected with the house sewer or drain.

e. The vertical dimension of the side or front face of a marquee shall not exceed 8 feet.

7. SIGNS AND ADVERTISING DEVICES. No signs or advertising devices shall be hung from or attached to the bottom of a marquee, except that other signs or advertising devices may be attached to or made a part of the sides or front face of a marquee, as regulated in ch. 244 and in accordance with the regulations for hood signs in ch. 295. Illumination by means of recessed lighting fixtures or by other approved means shall be provided in soffits or marquees.

8. EXISTING MARQUEES. All marquees projecting 4 feet or less and being 32 square feet in size or smaller and heretofore erected prior to June 12, 2010 shall be made to conform to the regulations of this section when altered or replaced.

9. REMOVAL. The owner of a marquee shall remove or modify the marquee whenever the city determines that the public convenience would be enhanced by such removal or modification as provided in s. 115-32-2. The owner shall not be entitled to damages relating to the removal or modification.

245-11. Permits and Fees. 1. No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, raze or demolish any permissible projection regulated in s. 245-4-1 to 15, 17, 18, 20 to 24, 27 and 29, or any existing projections without first obtaining a permit therefor from the commissioner of city development and paying the fee as prescribed in s. 200-33.

2. Permits for the temporary occupancy and use of public thoroughfares, the cutting of street curbs, installation of driveways, the establishment of sidewalk area dining facilities and any construction therewith regulated in s. 245-16, 19 and 25, shall be

obtained pursuant to ch. 115 and by rules, fees and regulations established by the commissioner of public works.

245-12. Special Privileges. 1. COMPLIANCE. Privileges for an obstruction or excavation beyond the street line, other than those regulated by this chapter or by other ordinances, may be granted by the common council pursuant to s. 66.0425, Wis. Stats.

2. FIXED COSTS. Any person, firm, association or corporation desiring such special privileges shall file with the commissioner of public works a petition in writing on a form furnished for such purpose by the city engineer or the commissioner of city development, and shall pay to the city treasurer the fee as specified in s. 81-115, special privileges, for the purpose of defraying the cost of printing and other expenses which the city may incur in the consideration of such resolution for a special privilege, as regulated in s. 301-7.

3. PROVISIONS. A special privilege shall be granted only on condition that by acceptance of such special privilege the grantee shall:

a. Become primarily liable for damages to persons or property by reason of the granting of such special privilege.

b. The applicant shall file with the commissioner of public works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person, and \$50,000 covering bodily injury to more than one person in any one accident, and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege, and naming the city of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least 30 days' notice in writing to the commissioner of public works. In lieu of the insurance policy coverage, a public service corporation, or a cooperative association organized under ch. 185, Wis. Stats., to render or furnish telephone, gas, light, heat or power, or colleges and universities may file with the commissioner of public works proof of financial responsibility containing the conditions and giving the protection required in the public liability policy. Acceptance of the proof of financial responsibility shall be subject to approval by the city attorney upon consultation with the city comptroller.

245-12.5 Encroachments, Projections And Special Privileges

c. Pay to the city treasurer the annual fee fixed by the special privilege board.

d. Maintain a minimum sidewalk clearance of 5 feet, which shall be kept clear of all obstructions.

e. Remove such special privilege whenever public necessity so requires, and when so ordered by resolution adopted by the common council; such grantee shall not be entitled to damages for such removal.

f. Waive the right to contest in any manner the validity of s. 66.0425, Wis. Stats., or the amount of the annual fixed fee as determined by the special privileges board.

g. Put the special privilege into use within one year after approval by the common council. Should the grantee fail to do so, the commissioner may, by resolution, seek revocation of said privilege.

h. If the special privilege is for placement of one or more dumpsters in the public right-of-way, the grantee shall ensure that:

h-1. Each dumpster remains in the location for which the special privilege was granted.

h-2. No dumpster has rusted surfaces or is otherwise in a state of disrepair.

h-3. The lid or lids of each dumpster remain closed at all times except when refuse is being placed in the dumpster or the dumpster is being emptied.

h-4. No contents of a dumpster spill onto the public right-of-way.

h-5. No refuse remains on the ground on the perimeter of any dumpster

4. RECOMMENDATIONS. The common council shall refer all petitions for special privileges for consideration and recommendation to the commissioners of public works and neighborhood services for consultation with the commissioner of city development when the special privilege includes the extension of use.

5. AMENDMENTS. a. A grantee desiring to add items to or remove items from a special privilege shall file with the commissioner of public works a special privilege amendment petition in writing on a form furnished for this purpose by the city engineer or the commissioner of city development.

b. Any sale, transfer or conveyance of ownership of a property with a special privilege requires the new ownership to file with the

commissioner of public works a special privilege amendment petition in writing on a form furnished for this purpose by the city engineer or the commissioner of city development.

6. FIXED CHARGE EXEMPTIONS. The city of Milwaukee, county of Milwaukee, state of Wisconsin, and the United States of America and all political subdivisions thereof shall be exempt from the paying of the fixed charge made for the purpose of defraying the cost of printing and other expenses which the city may incur in the consideration of such resolution for a special privilege.

7. ENFORCEMENT; SANCTIONS. If the commissioner of public works determines that a person has failed to comply with the provisions of this section, the commissioner shall notify the person of the violation. If the person fails to comply with any order issued by the commissioner within 60 days of receipt of the order, or, in the case of a special privilege for placement of one or more dumpsters in the public right-of-way, within 24 hours of receipt of the order, the commissioner may assess the person a monthly enforcement fee under s. 200-33 until compliance is obtained. The fee may be assessed and collected as a special tax on the property or otherwise be collected as allowed by law. In addition, in the case of a special privilege for placement of one or more dumpsters in the public right-of-way, the common council may, by resolution, revoke the special privilege for failure to comply with any of the standards of sub. 3-h.

245-12.5. Special Privileges Board. A special privileges board is established consisting of 3 members: the mayor, the commissioner of public works and the city attorney. Any member may appoint a designee. The commissioner of neighborhood services shall act as secretary of the board. The special privileges board shall determine annual fees for special privileges grantees when fees are appropriate.

245-13. Roofed Sidewalks (Covered Walks).

1. DEFINITION. A roofed sidewalk or covered walk shall mean a rooflike structure, other than an awning, canopy, hood or marquee, erected over a sidewalk for the sole purpose of providing shelter for persons entering or leaving a public building.

2. GENERAL REGULATIONS. No roofed sidewalk (covered walk) shall be constructed or maintained beyond the street line without individual and specific rights and privileges granted by the common council, pursuant to s. 245-12 and s. 66.0425, Wis. Stats. The construction and location of such roofed sidewalks (covered walks) shall be in compliance with the terms and conditions set forth in the privilege. All privileges for such structure shall also comply with the standards and policy established by the common council.

3. SIGNS AND ADVERTISING DEVICES. No sign or advertising device shall be hung from, attached to, printed or painted on any part of a roofed sidewalk (covered walk). The name, street number, or character of the business may be indicated on the vertical portion only, not to exceed 8 inches in height.

245-14. Air and Subterranean Space Lease Structures. **1.** There is created a committee on air and subterranean space lease structures composed of the following or their designees:

- a. Commissioner of neighborhood services.
- b. Commissioner of public works.
- c. City engineer.
- d. Planning director, department of city development.
- e. City real estate agent.

1.5. An assistant city attorney shall be assigned to the committee by the city attorney to provide legal advice for the conduct of the committee and the drafting of the necessary documents.

2. Such committee shall have for its duties the coordination of all air space and subterranean lease requests which are made to the city of Milwaukee pursuant to s. 66.0915(3) and (4), Wis. Stats.

3. The committee shall design all forms to be used, and the commissioner of neighborhood services shall distribute application forms to those requesting the same. The members of the committee shall elect one of their members chair to preside over the committee for a term at the pleasure of the committee. Verbatim reports of the committee activities need not be kept unless the committee so decides. Completed applications shall be returned to the commissioner of neighborhood services or his or her representative on the committee, together with the building plans, plot plans and other data that will show the elevations, location, height and site of the

proposed structure, its relationship to adjoining buildings, and a memorandum of ownership showing the last recorded owner of all of the properties proposed to be joined by the air or subterranean space structure.

4. The application and additional submissions, in duplicate, shall be accompanied by the fee specified in s. 200-33, special privileges, etc., which shall be paid to the city treasurer, and the commissioner of neighborhood services shall submit the original of the application to the city clerk, who shall transmit the same to the common council for introduction at its next regularly scheduled meeting. A combination air space and subterranean lease shall require individual leases and a separate application and fee shall be required for each. Such fee shall not be returnable, nor shall such fee be waived at any time. The council, on receipt thereof, shall refer the same jointly to an appropriate committee of the common council, the city plan commission and the special committee on air and subterranean space lease structures, and shall be transmitted to the special committee for investigation.

5. The special committee may meet with the applicant from time to time, and may request additional information, maps, drawings, documents, plans and other information from the applicant relative to the request. When the special committee completes its investigation, it shall make a written report thereof, attach it to the common council file and transmit same to the city plan commission.

6. Upon receipt of the entire file from the special committee, the city plan commission shall review the same, make its recommendations thereon in writing, attach such recommendations to the file and return such file to the special committee. Upon receipt thereof, the special committee shall transmit the entire file including the suggested lease fee to the committee of the common council to which it was referred.

7. The common council committee may make further references of the file to such other boards, commissions or officers for any further information that it may deem necessary, or may return the file to the special committee with instructions or for additional information.

8. This section is intended to be procedural only and is not intended to supersede or nullify any other section of the Milwaukee code, or the building and zoning code.

**245-- (HISTORY) Encroachments, Projections And
Special Privileges**

**LEGISLATIVE HISTORY
CHAPTER 245**

Abbreviations:

am = amended
cr = created

ra = renumbered and amended
rc = repealed and recreated

rn = renumbered
rp = repealed

<u>Section</u>	<u>Action</u>	<u>File</u>	<u>Passed</u>	<u>Effective</u>
Ch. 45	rc	77-558	7/26/77	8/12/77
45-4-2	am	82-1876	2/15/83	3/3/83
45-4-3	am	82-1876	2/15/83	3/3/83
45-4.5	cr	79-559	10/23/79	11/8/79
45-4.6	cr	79-1565	12/21/79	1/8/80
Ch. 245	rn from ch. 45	85-1396	12/20/85	1/1/86
245-1	am	85-1396	12/20/85	1/1/86
245-1-5	cr	091615	5/25/2010	6/12/2010
245-1-6	cr	091615	5/25/2010	6/12/2010
245-3	am	85-1396	12/20/85	1/1/86
245-3-1	am	86-676	7/29/86	8/16/86
245-3-1	am	980963	12/18/98	1/1/99
245-3-2	am	980963	12/18/98	1/1/99
245-4	am	85-1396	12/20/85	1/1/86
245-4	rc	091615	5/25/2010	6/12/2010
245-4.5	rc	091615	5/25/2010	6/12/2010
245-4.6	rp	091615	5/25/2010	6/12/2010
245-4.7	cr	170930	10/17/2017	11/3/2017
245-4-10	am	991763	5/14/2002	10/1/2002
245-4-12	am	882295	5/16/89	6/3/89
245-4-14.5	cr	86-979	10/14/86	10/31/86
245-4-19	am	020467	8/1/2002	8/20/2002
245-4-21	am	991763	5/14/2002	10/1/2002
245-4-28	cr	980249	6/16/98	7/3/98
245-4-29	cr	030307	11/25/2003	12/16/2003
245-4-30	cr	081573	5/5/2009	5/22/2009
245-4.5-2	am	85-1396	12/20/85	1/1/86
245-4.5-2-a	am	921114	11/20/92	12/11/92
245-4.5-2-a	am	991763	5/14/2002	10/1/2002
245-4.5-4	am	031602	6/15/2004	7/2/2004
245-4.6-1	am	980963	12/18/98	1/1/99
245-4.6-3	am	980963	12/18/98	1/1/99
245-4.6-4	am	85-1396	12/20/85	1/1/86
245-4.6-4-a	am	980963	12/18/98	1/1/99
245-4.7	cr	170930	10/17/2017	1/1/2018
245-5-1	am	85-1396	12/20/85	1/1/86
245-5-2	am	85-1396	12/20/85	1/1/86
245-5-3	am	85-1396	12/20/85	1/1/86
245-5-3-c	cr	990819	5/19/2000	6/8/2000
245-5-4	am	85-1396	12/20/85	1/1/86
245-5-4	am	120914	11/8/2012	1/1/2013
245-5-4-a	am	980963	12/18/98	1/1/99
245-6	rc	091615	5/25/2010	6/12/2010
245-6-7	am	86-676	7/29/86	8/16/86
245-6-7	rc	991763	5/14/2002	10/1/2002
245-6-7	rc	021287	5/13/2003	5/30/2003
245-6.5	cr	86-676	7/29/86	8/16/86

**Encroachments, Projections And
Special Privileges 245 - (HISTORY)**

245-6.5	rp	091615	5/25/2010	6/12/2010
245-6.5-7 and 8	rn	871339	10/27/87	11/13/87
245-6.5-7	cr	871339	10/27/87	11/13/87
245-6.5-7	rc	991763	5/14/2002	10/1/2002
245-6.5-7	rc	021287	5/13/2003	5/30/2003
245-7	am	85-1396	12/20/85	1/1/86
245-7	rc	091615	5/25/2010	6/12/2010
245-7-7	rc	991763	5/14/2002	10/1/2002
245-7-7	rc	021287	5/13/2003	5/30/2003
245-7-8	am	030307	11/25/2003	12/16/2003
245-7-9	cr	030307	11/25/2003	12/16/2003
245-8	am	85-1396	12/20/85	1/1/86
245-8	rp	091615	5/25/2010	6/12/2010
245-8-7	am	991763	5/14/2002	10/1/2002
245-9	am	85-1396	12/20/85	1/1/86
245-9	rp	091615	5/25/2010	6/12/2010
245-9-7	am	991763	5/14/2002	10/1/2002
245-10	am	85-1396	12/20/85	1/1/86
245-10-1	am	091615	5/25/2010	6/12/2010
245-10-7	am	991763	5/14/2002	10/1/2002
245-10-7	am	091615	5/25/2010	6/12/2010
245-10-8	cr	091615	5/25/2010	6/12/2010
245-10-9	cr	091615	5/25/2010	6/12/2010
245-11	am	85-1396	12/20/85	1/1/86
245-11	am	091615	5/25/2010	6/12/2010
245-11-1	am	980963	12/18/98	1/1/99
245-11-2	am	881465	11/11/88	12/9/88
245-11-2	am	980249	6/16/98	7/3/98
245-12	am	85-1396	12/20/85	1/1/86
245-12-1	am	001458	2/27/2001	3/16/2001
245-12-2	am	881930	3/7/89	3/25/89
245-12-2	am	980963	12/18/98	1/1/99
245-12-2	rc	091268	2/9/2010	2/26/2010
245-12-2	rc	091665	5/4/2010	7/20/2010
245-12-3-b	am	86-342	7/29/86	8/16/86
245-12-3-b	am	080754	10/7/2008	10/24/2008
245-12-3-b	am	081687	5/5/2009	5/22/2009
245-12-3-b	am	091665	5/4/2010	7/20/2010
245-12-3-c	am	980963	12/18/98	1/1/99
245-12-3-c	am	051188	1/18/2006	2/4/2006
245-12-3-d	rn to	061340	4/17/2007	5/4/2007
	245-12-3-e			
245-12-3-d	cr	061340	4/17/2007	5/4/2007
245-12-3-e	am	001458	2/27/2001	3/16/2001
245-12-3-e	rn to	061340	4/17/2007	5/4/2007
	245-12-3-f			
245-12-3-f	am	980963	12/18/98	1/1/99
245-12-3-f	rn to	061340	4/17/2007	5/4/2007
	25-12-3-g			
245-12-3-h	cr	170930	10/17/2017	1/1/2018
245-12-4	rc	86-1461	4/7/87	4/24/87
245-12-4	am	980963	12/18/98	1/1/99
245-12-5	rn to	081687	5/5/2009	5/22/2009
	245-12-6			
245-12-5	cr	081687	5/5/2009	5/22/2009
245-12-5	am	091665	5/4/2010	7/20/2010

**245-(HISTORY)-Encroachments, Projections And
Special Privileges**

245-12-7	cr	081687	5/5/2009	5/22/2009
245-12-7	rc	091665	5/4/2010	7/20/2010
245-12-7	am	170930	10/17/2017	1/1/2018
245-12-7	am	171140	11/28/2017	1/1/2018
245-12.5	cr	051188	1/18/2006	2/4/2006
245-13	am	85-1396	12/20/85	1/1/86
245-13-2	am	001458	2/27/2001	3/16/2001
245-14	am	85-1396	12/20/85	1/1/86
245-14-1	rc	051188	1/18/2006	2/4/2006
245-14-1-a	am	980963	12/18/98	1/1/99
245-14-1.5	cr	051188	1/18/2006	2/4/2006
245-14-2	am	001458	2/27/2001	3/16/2001
245-14-3	am	980963	12/18/98	1/1/99
245-14-3	am	151199	3/29/2016	4/15/2016
245-14-4	am	871340	10/27/87	1/1/88
245-14-4	am	980963	12/18/98	1/1/99
245-14-4	am	151199	3/29/2016	4/15/2016

[Pages 425-426 are blank]

CITY OF BURLINGTON - ENCROACHMENT POLICY

I. INTRODUCTION

1. This policy establishes the City of Burlington's position with regard to proposed encroachments and private use of the public right of way within the corporate limits of Burlington, Iowa. In the context of this policy "public right of way" refers to the area on, below, and above all public sidewalks, street right of way, and alley right of way. For the purposes of this policy, all parkland and all other property owned or controlled by the City of Burlington shall be defined as public right of way, and shall be in compliance with the requirements of this policy.
2. This Encroachment Policy solely covers encroaching on the public right of way and by no means covers permits or licenses required by individuals or businesses to bring or have merchandise to sell within the corporate limits of the City of Burlington.

II. GOALS AND OBJECTIVES

1. To ensure the public continues to have aesthetically pleasing views as well as safe areas to walk and drive.
2. To protect and preserve the sidewalks, streets, and all other property owned or controlled by the City of Burlington.
3. To promote a consistent policy of reducing and minimizing encroachments on the public right of way.
4. To establish consistent and objective criteria for assessing each existing encroachment as well as future encroachments, and to accept these encroachments where exceptional circumstances apply.
5. To encourage appropriate outdoor activity in the public right of way, to ensure future private uses of public right of way are for the better of the community, and to guarantee adequate space for pedestrians and motorists for safe travel.
6. To establish a uniform application process and solution for all encroachment on the public right of way.

III. DEFINITIONS

For use in this policy, the following terms are defined:

1. Encroachment
 - A. Webster's Definition – To intrude or infringe upon the property of another.
 - B. An individual or business setting anything on, below, or above the public right of way as defined in section 1.0 (Goals and Objectives). Encroachments can be temporary, permanent, and vertical in nature.
2. Public Right of Way

- A. Webster's Definition – Land owned or controlled by a government usually over which facilities such as roads, highways, railroads, or power lines are built.
 - B. An example would be in most cases the area between the street and the furthest edge of the sidewalk.
- 3. Temporary Encroachment
 - A. Any item placed on the public right of way that is not permanent or fixed in nature and can be moved from one location to another.
 - B. Examples include but are not limited to tables, chairs, grills, furniture, clothing racks, signs, planters, and benches that can be moved.
- 4. Permanent Encroachment
 - A. Any item permanently attached to the ground or buried underneath the ground on the public right of way. The item is considered permanent if it cannot be relocated without special equipment or large expense due to the item's size or weight or if it is not the intent of the applicant to move the item after it is in place.
 - B. Examples would include but are not limited to benches, planters, railings, ramps, steps, or stairs that are permanently attached to the ground, and pipes or cables that can be buried underneath the ground.
- 5. Vertical Encroachment
 - A. Any item that projects over the public right of way and is located eight feet (8') above grade or higher.
 - B. Examples would include, but are not limited to signs, banners, flags, and awnings.
- 6. Sidewalk Café
 - A. An outdoor area of an adjacent business that may be located upon City right-of-way and allows tables and chairs for dining and seating.
- 7. Special Event
 - A. Webster's Definition - Something designed for a particular occasion.
 - B. Examples would include but are not limited to Steamboat Days, Taste of Burlington, Snake Alley Criterium, and Heritage Days.

IV. APPLICATION PROCEDURE AND FEES

- 1. Temporary Public Right of Way Encroachment Permit
 - A. An application can be obtained in the Development Department Office.
 - B. Permit Fee
 - (i) \$25.00 three (3) day permit fee.
 - (ii) \$50.00 one (1) week permit fee.
 - (iii) \$125.00 three (3) month permit fee.
 - (iv) \$200.00 six (6) month permit fee.

- C. The application shall be accompanied by a site plan, drawn to scale and fully dimensioned, which accurately shows the location, height, nature and extent of all proposed objects or improvements within the encroachment area. This includes any mechanical devices, signs, tables, chairs, grills, furniture, clothing racks, planters, benches, etc. The site plan should also include all existing fixed features such as tree wells, sign posts, parking meters, fire hydrants, etc. within twenty-feet (20') of the encroachment area.
 - D. A copy of a current Health Department Certificate, if selling food or drink.
 - E. If applicable, a written statement from all adjacent property owners who are giving permission for the applicant to place the encroachment in front of their property.
 - F. A temporary encroachment permit application will go to the Development Department for review and will then be forwarded to the City Manager for approval; this process will take approximately five (5) to ten (10) days.
2. Permanent Public Right of Way Encroachment Permit
- A. An application can be obtained in the Development Department Office.
 - B. \$25.00 non-refundable administrative fee is required.
 - C. Permit Fee
 - (i) Commercial/Industrial - \$275.00 permit fee.
 - (ii) Residential - \$ 55.00 permit fee.

In addition to the fees stated above, any fixed features stated in subsection (e.) shall be moved or replaced at the property owners expense when required as part of approving the encroachment contract.
 - D. No renewal fee will be required.
 - E. The application shall be accompanied by a site plan, drawn to scale and fully dimensioned, which accurately shows the location, height, nature, and extent of all proposed objects or improvements within the encroachment area. This includes any mechanical device, benches, planters, railings, ramps, steps or stairs, etc. The site plan should also include all existing fixed features such as tree wells, sign posts, parking meters, fire hydrants, etc. within twenty-feet (20') of the encroachment area.
 - F. The Applicant must provide the Development Department with a list of all adjacent property owners. The department will then notify these property owners of the proposed encroachment and the date of public hearing.
 - G. A permanent encroachment permit application will go to the City Council for approval by public hearing, which will take approximately forty five (45) to sixty (60) days.
3. Vertical Public Right of Way Encroachment Permit
- A. An application can be obtained in the Development Department Office.

- B. \$25.00 non-refundable administrative fee is required.
- C. \$75.00 permit fee is required.
- D. No renewal fee will be required.
- E. The application shall be accompanied by a site plan, drawn to scale and fully dimensioned, which accurately shows the location, height, nature, and extent of all proposed objects or improvements within the encroachment area. This includes any signs, banners, flags, awnings, etc. that are attached to the side of the building and are located vertically between the item and the ground. The site plan should also include all existing fixed features on the ground such as tree wells, sign posts, parking meters, fire hydrants, etc. within twenty-feet (20') of where the item would project over the public right of way.
- F. The application shall be accompanied by all sign and building permits and all other permit applications that are required by Municipal Code.
- G. A vertical encroachment permit application will go to the Development Department for review and will then be forwarded to the City Manager for approval; this process will take approximately five (5) to ten (10) days.

4. Sidewalk Café:

- A. An application can be obtained in the Development Department Office.
- B. Permit Fee: \$25.00 fee is required
- C. The application shall be accompanied by a site plan, drawn to scale and fully dimensioned, which accurately shows the location, height, nature and extent of all proposed objects or improvements within the encroachment area. This includes any mechanical devices, signs, tables, chairs, grills, furniture, clothing racks, planters, benches, etc. The site plan should also include all existing fixed features such as tree wells, sign posts, parking meters, fire hydrants, etc. within twenty-feet (20') of the encroachment area.
- D. A copy of a current Health Department Certificate, if selling food or drink.
- E. If applicable, a written statement from all adjacent property owners who are giving permission for the applicant to place the encroachment in front of their property.
- F. A Sidewalk Cafe application will go to the Development Department for review and will then be forwarded to the City Manager for approval; this process will take approximately five (5) to ten (10) days.

V. PERMIT CONDITIONS

1. Permit Required

- A. A permit shall be required for any type of encroachment in the public right of way, except for those encroachments that are identified as exempt by section 8.0 (Prohibited and Exempt Encroachments), item 2. (Exempt.) of this policy.

2. Conditions
 - A. The City of Burlington City Manager, Development Department, or Council shall have the authority to apply any other conditions not found in this policy to the approval of a permit seen as needed to ensure compliance with the intent of this policy.
3. Zoning
 - A. Permits shall only be granted for encroachments that are used for purposes allowed in the zoning district where the encroachment will be located. See Municipal Code Chapter 17.20 (District Regulations) for a list of allowed uses in each zoning district.
4. Allowable Uses
 - A. Encroachments shall only be allowed in public right of way provided they can meet all city standards, codes, and policies.
5. Historic Circumstances
 - A. Encroachments may be permitted where older properties were built across the public right of way or right up to the public right of way and prohibiting the encroachment would impair use, privacy, or security of the structure.
6. Special Events
 - A. Any temporary encroachment occurring at the time slated for the special event shall be made a part of the special event application to the City Manager's Office. No individual encroachments shall be granted during an approved Special Event (as herein defined).
7. Permit Transfer for Change of Property Ownership.
 - A. No temporary encroachment permits shall be transferred.
 - B. Permanent encroachment permits may be transferred if the existing owner notifies the City of his/her intent to transfer or sell property for which an encroachment permit has been issued. The city must be notified of this according to the termination procedures stated in the encroachment contract thirty (30) days before the date of sale or transfer of the property.
 - (i) The proposed permit transfer will be reviewed by the Development Department and will be forwarded to the City Manager for approval. Approval or modification of the permit is based on compliance with this policy and the overall goals, objectives, and interests of the city. This process will take approximately ten (10) to fifteen (15) days.
 - (ii) If approved or modified, the new owner shall have thirty (30) days after the date of sale or transfer of ownership to sign the contract and submit a copy of Certificate of Insurance that is in compliance with item 9. (Insurance.) of this section. The copy shall be submitted to the Development Department.

(iii) There is no fee associated with a permit transfer that is completed within the time frames set above, however; failure to transfer the encroachment permit within the time allotted will cause the permit fee to be paid.

(iv) If the new owner does not sign a contract, the terms and conditions of the existing contract will still apply to the original owner of the property.

8. Indemnification

A. The permit holder shall defend, indemnify and hold the City and its employees harmless from and against any loss or damage arising from the use or existence of an encroachment or improvement authorized under this permit.

9. Insurance

A. The permit holder shall be required to provide insurance and have named on a Special Endorsement Form, the City, its elected boards, officers, agents, and employees as additional insured's; the minimum insurance requirement is \$500,000. Proof of insurance is required prior to constructing or placing an approved encroachment.

B. The Certificate of Insurance shall also contain provisions that prohibit cancellations, modifications, or lapse without thirty (30) days written notice to the City.

VI. LOCATION REQUIREMENTS

1. Horizontal Clearance

A. When encroachments are on pedestrian paths, the following development standards shall apply; however, these requirements may be modified at the discretion of the City in locations where unusual circumstances exist and where public safety would be jeopardized.

B. As used herein, pedestrian pathways means a continuous obstruction free sidewalk area, paved to City standards, between the outside boundary of the encroachment and any obstruction, including but not limited to parking meters, streets, trees, landscaping, street lights, bus benches, public art, and curb lines.

(i) Encroachments shall not interfere with the view of pedestrians or motorists on or adjacent to the public right of way and shall not create a traffic hazard.

(ii) Encroachments shall maintain a minimum of four feet (4') in unobstructed sidewalk width to maintain pedestrian circulation.

(iii) Encroachments shall maintain a minimum of six feet (6') in unobstructed sidewalk width to maintain heavy pedestrian traffic.

2. Vertical Clearance

A. When encroachments are located above/over the public right of way the following development standards shall apply; however, these requirements may be modified

at the discretion of the City in locations where unusual circumstances exist and where public safety would be jeopardized.

(i) Vertical encroachments shall be located eight feet (8') or more above the public right of way, measured from grade to the lowest point of the encroaching item.

(ii) Vertical encroachments shall be no closer than two (2') feet from a curb line measured horizontally.

3. Extension to Adjacent Properties.

- A. No temporary permit holder will be allowed to extend onto the property of an adjacent home or business without the written consent of that business or resident, the property owner, and by obtaining City approval.
- B. Any permit holder wishing to extend outside of the adjacent property, see sections of City Code on Solicitor, Transient Merchant, Peddler or Special Event Permits.

4. Street Intersection Setbacks.

- A. Encroachments shall not be placed within twenty-five feet (25'), measured back in either direction, from the corner of a street intersection in order to preserve a clear vision zone for pedestrians and motorists. (No item shall also exceed a height of two and a half feet (2 and 1/2') to eight feet (8') above grade, measured from the point of intersection of the public right of way.) See Municipal Code Chapter 170.10 (General Provisions and Definitions), Chart B, for a diagram of the clear zone.)
- B. See Municipal Code Chapter 170.30.20 (Bulk Regulations) for additional setback requirements.

5. Alley Right of Way Setbacks.

- A. Permanent encroachments into alley right of ways shall be limited to alleys that are sixteen feet (16') or greater in width.
- B. Permanent encroachments shall be limited to secondary exit ways and shall not encroach into the alley right of way more than three feet (3'), provided that structures, such as fire escapes, utility lines, and balconies placed at or above a height of sixteen feet (16') above grade shall be exempt from the three foot (3') width requirement.
- C. A twenty-five foot (25') setback shall be required from the entrance or exit of the alley right of way onto a public street.

VII. DESIGN STANDARDS

1. Barriers

- A. No barriers shall be required if the applicant proposes to limit the encroachment area and no alcohol will be served.

- B. Encroachments that serve alcoholic beverages must provide a physical barrier that meets the requirements of this policy and all other requirements of the Iowa Alcoholic Beverage Division.
 - (i) Barriers should complement the building façade as well as any street furniture, be somewhat transparent and shall be able to withstand inclement weather.
 - (ii) Barriers shall be capable of being removed through the use of recessed sleeves and posts, wheels that can be locked into place, or weighted bases.
 - (iii) The height of any barrier shall be a minimum of three feet (3’).
- 2. Awnings and Umbrellas
 - A. The use of awnings over an encroachment may be permitted per the Municipal Code. Removable umbrellas may be permitted per the Municipal Code, provided they do not interfere with street trees, signs, or the view from inside a structure. No freestanding awning will be allowed unless it will meet required setbacks and will not distract from or obstruct the view of motorists and pedestrians.
- 3. Lighting
 - A. Outdoor lighting fixtures may be permitted for permit holders, provided they are not glaring to pedestrians or motorists on the adjacent right of way. Outdoor lighting may be installed on the façade of the building with an electrical permit per the Municipal Code and completed by a licensed electrician. Freestanding electrical fixtures shall not be permitted in the public right of way. Battery operated lamps or candles will be permitted.
- 4. Design
 - A. The design, material, and colors used for any part of an encroachment should complement the architectural style of the building façade and street furniture.
- 5. Signs
 - A. All signs must meet the regulations of this policy and all other regulations of the City, including the Municipal Sign Code, Chapter 17.75 (Signs).
- 6. Sidewalk Café
 - A. Sidewalk Cafes must be part of an existing business and must be used for purposes allowed in the zoning district where the encroachment will be located.
 - B. Sidewalk café areas must be contiguous with a side of a building wherein the establishment is located
 - C. Sidewalk café hours of operation are limited, typically between 7 AM and 11 PM, or whenever the kitchen of the adjoining business closes.
 - D. If permanent improvements are proposed as part of the sidewalk café, the City may require a bond or some other form of guarantee to ensure the restoration of the sidewalk as a condition of lease and/or may require a permanent encroachment.

- E. The café owner is responsible for trash removal and shall maintain the area and surrounding five feet in a clean and litter free manner during all hours of operation.
- F. Sidewalk cafes may not extend beyond the building line and may not be located on street corners as defined by building lines extending to the street.
- G. No blockage of building entrances or exists is permitted in a sidewalk café area.
- H. A minimum 5-foot unobstructed sidewalk clearance shall be maintained adjacent to any approved sidewalk café area for public pedestrian use.
- I. Occupancy limits are determined as set forth in the City building codes.
- J. The city retains the right to terminate any sidewalk café agreement after written notice is given to the property owner for reasons including but not limited to: violations of state and liquor control laws, violations of any agreements, creating a safety hazard, creating a health hazard, or creating a nuisance
- K. Other Encroachment conditions, requirements, and standards apply as applicable.

VIII. CONDITIONS OF USE

1. Daily and Seasonal Maintenance

- A. All encroachment permit holders shall keep the area surrounding the encroachment clear of liter. At the end of each day the encroachment area shall be picked up, cleaned, and swept. No debris shall be swept, washed or blown into the sidewalk, gutter, street, or alley.
- B. All encroachment permit holders shall maintain the area around the encroachment during all weather conditions including but not limited to snow and ice removal.
- C. If the permit holder will be providing food or drink, the permit holder must provide private trash receptacles. Private trash receptacles shall be emptied daily. Receptacles shall be placed immediately adjacent to the encroachment, but not in the path of pedestrians.
- D. City trash receptacles may not be substituted for private receptacles.

2. Prohibited Locations and Times.

- A. None of the above defined will be allowed to set up or move about for the purpose of sales, storage, etc. in the public right of way without meeting all requirements of this policy and the Municipal Code.
- B. Permit holders shall not encroach on public right of way during City scheduled clean up and maintenance days.
- C. Temporary permit holders will only be allowed to operate during the hours of dawn to dusk unless stated otherwise on the permit.

3. Removal

- A. All temporary encroachments shall be removed at the end of each business day unless permission has been granted with the approval of the application.

- B. Removal of encroachment will be enforced year-round.
- 4. Displaying Contracts
 - A. All temporary permit holders must have on hand the signed encroachment contract as well as all required licenses, certificates, and permits while encroaching on the designated public right of way. All permanent and vertical encroachment permit holders must have readily available the signed encroachment contract as well as all required licenses, certificates, and permits.
- 5. Inspection.
 - A. Any City Official may inspect an encroachment or improvement in a public right of way, to ensure compliance with this policy and all other Municipal policies and codes, at any time without notice to the holder.

IX. PROHIBITED AND EXEMPT ENCROACHMENTS

- 1. Prohibited
 - A. Encroachments that violate any section of this policy or the Municipal Code unless stated otherwise herein.
 - B. Encroachments will be prohibited where there is an issue of safety. Instances include, but are not limited to soil erosion, protected areas, fenced land, steep slopes, emergency vehicle access areas, and motor vehicle or pedestrian safety areas.
- 2. Exempt
 - A. Encroachments of the following nature will be exempt from this policy.
 - (i) Government required breakaway mailboxes approved by the U.S. Postal Service that are supported by a wood post no greater in cross section than four inches square or by a post with strength no greater than a two-inch diameter standard steel pipe. Two posts may be used to support a cluster of four or more mailboxes.
 - (ii) Traffic signs, traffic signals, streetlights, barricades for street and sidewalk repair, all public utility infrastructure, all seasonal lights and decorations, and all other infrastructure owned by the federal government; any governmental agency, organization, and institution created by the federal government; the State of Iowa; and all political subdivisions of the state, including the City of Burlington.
 - (iii) Official newspaper machines when all adjacent property owners have given permission for the machine owner to place the encroachment in front of their property.
 - (iv) Fire escapes and balconies placed at or above eight feet (8') measured from grade to the lowest point of the item.

X. TERM OF PERMIT

1. Pre-existing Encroachments

- A. All pre-existing permanent, temporary, and vertical encroachments shall be, upon adoption of this policy, allowed, subject to any previous agreement and conditions made between the City of Burlington and the Responsible Party.
- B. If no agreement was ever made between the City of Burlington and the Responsible Party prior to February 2000, the property owner must submit an application according to this policy within two (2) weeks of being notified by city staff of the violation.
- C. Failure to submit an encroachment application with the city two (2) weeks after being notified shall cause the removal of the encroachment. City staff shall have the authority to remove said encroachments and charge all costs to the property owner.
- D. Valid permits shall remain in effect until modified, expired, or revoked.

XI. VIOLATION/REMEDY

- 1. In the event that a permit holder fails to abide by the provisions of this policy or the terms and conditions of the permit, the City Manager may revoke or abate any permit upon proper notice.
- 2. The permit holder or property owner shall pay all costs incurred by the City in abating any encroachment or improvement.

PUBLIC WORKS

RULES & REGULATIONS

OF THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY & COUNTY OF DENVER

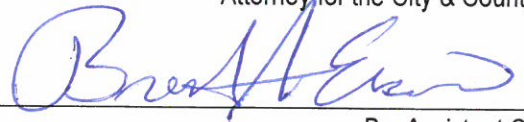
Adopted Pursuant to Article II
of the Charter of the City &
County of Denver and Section
2-91 et seq. of the Revised
Municipal Code

ENCROACHMENTS IN THE PUBLIC RIGHT OF WAY

Date Advertised November 7, 2014
In (Publication) Denver Business Journal
Public Hearing Date December 2, 2014

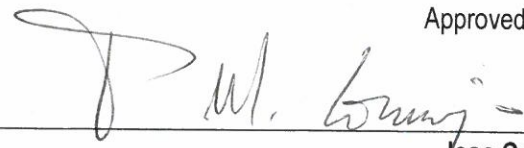
Approved as to form:
D. Scott Martinez

Attorney for the City & County of Denver



By, Assistant City Attorney

Approved & Adopted



Jose Cornejo, P.E.

Executive Director of Public Works

12/15/2014

Effective Date

ENCROACHMENTS IN THE PUBLIC RIGHT OF WAY

Under the authority of the Denver City Charter, Article II; the Denver Revised Municipal Code (DRMC), Chapter 49; and by other City Ordinances and Regulations, the Denver Department of Public Works manages the Public Right of Way (ROW).

ROW is public property specifically dedicated for the purposes of constructing, reconstructing, owning, and repairing public thoroughfares such as streets, alleys, sidewalks, and trails for transportation, utilities, and other public infrastructure. When there is a need to locate privately owned improvements in the ROW (Encroachments), certain conditions must be met.

The intent of this document is to categorize Encroachments into Tiers, and to establish criteria and general conditions for placement of Encroachments in the ROW. Additionally, details the application, and review process and identifies other City permits that may be required when encroaching into the ROW with private improvements.

Encroachments are categorized into one of three (3) Tiers depending on the significance of the encroachment:

Tier I Encroachment:

(Pages 3-11)

Encroachments that meet the specific criteria contained in the Tier I section of this document. There is no review process for a Tier I Encroachment; however, Street Occupancy and Construction permits may be required. For permit information contact PW Construction Inspections at (303) 446-3469.

Examples:

- **Art/Sculptures**
- **Awnings without poles**
- **Landscaping and Planters**
- **Stairs/Ramps**
- **Temporary Shoring**
- **Sewers and Pretreatment devices**

Processing time: 3-5 days for Revocable Street Occupancy and/or Street Cut Permit

Tier II Encroachment:

(Pages 12-15)

Encroachments that due to their significance require a formal review process, including application, fee, review process, issuance of a Tier II Encroachment Permit, and recordation of the Tier II Permit. Tier II Encroachments do not require approval by City Council.

Examples:

- **Awnings with poles**
- **Roadway vaults**
- **Signs that do not qualify as Tier I**
- **Mail Kiosks**

Processing time: 4-6 weeks

Tier III Encroachment:

(Pages 16-18)

Encroachments that are substantial in nature and due to the complexity require a formal review and City Council approval. Tier III Encroachments are defined as an expansion of a private use into the ROW, typically substantial building elements. Tier III Encroachments require an application, fee, review, and adoption and recordation of a City Council Resolution.

Examples:

- **Below grade parking garages**
- **Caissons**
- **Elevated or Enclosed patios**
- **Loading Docks**
- **Structural Retaining walls**
- **Pedestrian Bridges**

Processing time: 10-12 weeks

Permit Resources:

Prior to placing an Encroachment in the ROW, a Street Cut and/or Revocable Street Occupancy Permit may be required. Permit Request forms can be found at:

<http://www.denvergov.org/tabid/442455/Default.aspx>

Acronyms contained in this document

AASHTO – American Association of State & Highway Transportation Officials
ADA / ADAAG – Americans with Disabilities Act/ Accessibility Guidelines
CASDP – Construction Activities Stormwater Discharge Permit
CCD – City and County of Denver
CDOT – Colorado Department of Transportation
CP – Right of Way Construction Permit
CPD –Community Planning & Development, a department in the City and County of Denver
DEH – Department of Environmental Health, a department in the City & County of Denver
DPR – Department of Parks & Recreation, a department in the City & County of Denver
DRMC – Denver Revised Municipal Code
DS – Development Services, a division of CPD
GPS – Global Positioning System
MUTCD – Manual on Uniform Traffic Control Devices
PW – Department of Public Works, a department in the City & County of Denver
ROW – Right of Way
RSOP – Revocable Street Occupancy Permit
SCP – Street Cut Permit
SUDP – Sewer Use and Drainage Permit
TCRP – Table Chair and Railing Permit

General Definitions

Bollard – Any small vertical element such as decorative steel or iron pole, or a short concrete column intended to allow pedestrian traffic, but to restrict vehicular traffic. Bollards are normally used in groups to indicate an edge between pedestrian and vehicular areas.

Encumbrance – See Encroachment

Enclosed Patio – A patio closed in on all sides by material such as canvas, wood, or glass.

Encroachment – Privately owned improvements that are located in, or project into the Public Right of Way.

Flow Line – At vertical curbs, flow line is defined as the base of the curb. For sloped curbs, flow line is defined as the base of the slope. If no curb exists, flow line is defined as the edge of the pavement.

Intersection Corner Sight Triangles – Specified areas along intersection approach legs and across their included corners that are clear of obstructions that might block a driver's view of potentially conflicting vehicles. The dimensions of the legs of the sight triangles depend on the design speeds of the intersecting roadways and the type of traffic control used at the intersection, as defined by AASHTO in the "Policy on Geometric Design of Highways and Streets". At no time shall the minimum dimensions of the Intersection Corner Sight Triangle be less than a shape starting at the convergence of the two intersecting streets' flow lines, and running back along each flow line for a total distance of 30 feet.

Median – The area of raised paving or planting typically running down the center of a street, separating the directions of traffic.

Pedestrian Sight Triangle – The pedestrian sight triangle is defined as a 10 foot leg located at the edge of any intersecting driveway or alley and a 10 foot leg located at the back of the sidewalk.

Right of Way or ROW - An area of land owned or controlled by CCD dedicated by City Council for the purposes of constructing, operating and maintaining public facilities such as streets, alleys, sidewalks, and bike paths for the needs of transportation, utilities and other public infrastructure.

Sidewalk – Any surface provided for use by pedestrians.

Maintenance Entity – A legal entity, such as a Homeowners Association, with a defined purpose of maintaining specific Encroachments installed in the ROW.

Tree Lawn/Amenity Zone – Includes the following three areas: 1) Between the back of curb to the curbside of sidewalk, 2) Where no curb or sidewalk exist, the entire area between property line and the paved portion of street or alley.

Utility Company – An entity that owns, operates, or maintains utilities in the ROW.

Zone Lot – Land designated as the building site for a structure and/ or the site for a land use or activity by CPD. CCD uses the zone lot as the basic land unit for zoning review and permitting.

Tier I Encroachment

Tier I Encroachment	<p>Encroachments that meet the specific criteria contained in this section. No review of a Tier I Encroachment is required, provided the criteria and general conditions are met. Encroachments that do not meet the criteria of a Tier I Encroachment will be classified as Tier II or Tier III Encroachment as defined in this document, or so categorized through an official determination.</p> <p>Typically, a Tier I Encroachment in the ROW will require a Revocable Street Occupancy Permit (RSOP). Upon request for a RSOP, the Construction Inspector reserves the right to re-assign the Encroachment to require a review under Tier II requirements. Careful coordination must be taken to ensure that all applicable CCD and non-CCD permits are obtained as required.</p>
Authority	<p>City Charter, Article II; and DRMC, Chapter 49</p>
Insurance and Indemnification	<p>As a condition for placement of a Tier I Encroachment, the owner of such Tier I Encroachment shall hold the CCD harmless from all loss or damage to persons or property on account of injury arising from the construction or maintenance of the Tier I Encroachment; and</p> <ul style="list-style-type: none"> (a) Post with the Executive Director of Public Works, a bond in a penal sum not to exceed \$50,000 with sureties approved by the Executive Director; or (b) Obtain and keep current a policy of public liability insurance in the name of the permittee, with the CCD as a named insured, with the minimum limits of coverage of \$50,000/\$100,000 for bodily injury and \$5,000 for property damage, covering the location of the Tier I Encroachment on the public property.
Revocable Street Occupancy and Construction Permit, or if an Official Determination is Desired	<p>To obtain the RSOP and/or construction permit or if the applicant is unable to identify whether the proposed Encroachment meets the Tier I criteria and would like to obtain an official determination, the applicant may consult with the following division of PW:</p> <p style="text-align: center;"> Public Works Right of Way Services, Construction Inspections WMDPWDESCE@denvergov.org 2000 W. 3rd Ave, 2nd floor Denver CO 80223-1027 Phone: (303) 446-3469 </p>

Tier I Encroachment

Tier I General Conditions

1. Per DRMC Sections 49-246 through 49-254, the Executive Director of Public Works is authorized to remove or to order the removal of any article, vehicle, object or thing whatsoever encroaching onto any street, alley, sidewalk, or other public way or place. The Executive Director of PW may prescribe appropriate methods, specifications, placement and materials for encroachments in the ROW.
2. Any person who places an encroachment in the ROW is responsible for conducting utility locates prior to placing encroachments in the right of way.
3. Any person who places an encroachment in the ROW is responsible for the ongoing maintenance of the encroachment. The directly abutting and/or adjacent property owner assumes maintenance responsibilities of the encroachment. Whenever ownership of the encroachment is in question or unknown.
4. No third party, person or agency, unless specifically authorized by an Association or similar legal means, may place an encroachment in front of a property without written permission of the adjacent property owner.
5. The use of the ROW for placement of an encroachment does not create a property right or ownership interest of any kind.
6. Any person who places an encroachment in the ROW agrees that the act of doing so acknowledges the duty to hold the city harmless and indemnify CCD from any damages or claims arising out of said placement.
7. Other agency reviews or permits may be required prior to placing an encroachment in the ROW. Prior to placement it is suggested that the encroachment owner contact the referral agencies outlined herein. This document is not a comprehensive list of all required CCD approvals nor does it cover those agencies rules, standards or guidelines.
8. Any damage caused to City-owned assets by the construction or occupancy of the encroachment including, but not limited to; trees, irrigation systems, curb, gutter and sidewalks, the owner of the encroachment shall repair and/or replace the damaged asset at the sole expense of the owner of the encroachment.
9. Encroachment shall not create sight distance barriers for pedestrians, bicycles and drivers, and must comply with the standards published by AASHTO and all other CCD sight distance standards.
10. All encroachments located underground or flush with the ground shall meet HS-20 loading criteria as defined by AASHTO.
11. Encroachments shall not create access barriers in the ROW or conflict with ADA requirements.
12. Encroachments shall not create safety hazards.
13. Encroachments shall not obstruct ROW drainage or drainage from private property. Water shall not collect on sidewalks, streets or alleys or conflict with DRMC Section 49-554.
14. All disturbance associated with encroachments shall be addressed with minimum BMPs to prevent soil erosion per CCD standards.
15. Encroachments proposed adjacent to **any** State Highway shall require CDOT approval.
16. Encroachments proposed adjacent to a designated park or within a dedicated parkway shall require DPR approval prior to installation.
17. Encroachments proposed within any Historic Landmark or Design Review District, or Special District shall require consideration of any design guidelines required within the district, and obtain prior approval from the district. Visit the following web page to identify whether within a district and to obtain additional design information:
<http://www.denvergov.org/preservation/PreservationHome/tabid/429948/Default.aspx>
18. The Encroachment owner shall take adequate measures to control the drainage in the ROW (including water dripping, freezing, damming etc.).
19. Encroachments shall not block Fire Department connections, fire hydrants, access or pathways.
20. Encroachments shall not display advertising except for projecting signs attached to a building, and shall comply with DRMC Section 3-1.
21. Encroachments shall be visible at night to the extent possible.

Tier I Encroachment

Placement and Raised Object Criteria Required for all Tier I Encroachments

Removability - To be considered a Tier I Encroachment, it must be possible to remove the encroachment from the ROW in a short period of time. Unless otherwise noted, Encroachments that by size or construction methods cannot be easily removed will likely require a Tier II Permit or Tier III Resolution.

Placement & Access – Encroachment placement shall not impede access to utilities, or access from the street to the sidewalk. Utility locates shall be performed prior to placing any Encroachment in the ROW. All raised Encroachments shall maintain a minimum 4 foot wide pedestrian access every 40 feet between the street and the sidewalk.

Encroachments located on sidewalks (plus adjacent ADA / ADAAG compliant Amenity Zone surfaces) less than 21 feet wide, shall provide at least 5 feet of clear walkway width around the Encroachment. 8 feet of clear walkway shall be provided for sidewalks (plus adjacent ADA / ADAAG compliant Amenity Zone surfaces) greater than 21 feet. Also, at least 8 feet of clear walkway shall be provided for all sidewalks on arterial streets, regardless of existing width. Additional clear width may be required in high pedestrian areas, as determined by PW.

Encroachments a minimum of 1.5 feet from the back of curb (2' to the flowline), unless otherwise specified by PW. Continuous Encroachments shall be placed at a minimum of 3 feet from face of curb wherever there is adjacent on-street parking. Where there is no on-street parking, there shall be a minimum of 1.5 feet (2' to the flowline).

General Height Criteria - All Encroachments unless otherwise noted, within 10 feet of the flowline shall be a maximum of 30 inches in height including the height of any plantings. Encroachments located in the Tree Lawn / Amenity Zone shall not be greater than 30 inches in height including plantings. Raised encroachments located between 10 feet of the flowline and the property line shall not exceed 48 inches in height.

Fences, Bollards, or street trees placed as required below and in accordance with CCD standards are exempted from the General Height Criteria.

Height in Sight Triangles – Intersection Corner Sight Triangles shall be free of all Encroachments over 30 inches in height. Pedestrian Sight Triangle areas shall remain clear of all encroachments over 30 inches in height, that are 18 inches or greater in width.

In all Sight Triangles, the only exemptions from the height restrictions are traffic control devices, equipment, or Encroachments as otherwise approved and permitted in writing by PW.

Tier I Encroachment

Tier I Encroachments	<p>To be considered a Tier I Encroachment, the constructed item shall also comply with criteria set forth for the specific Encroachment below or specifically allowed by other PW regulations.</p>
	<p><u>Artwork</u></p> <ul style="list-style-type: none"> • Including, but not limited to: craftwork, decorative objects, designs, ornaments, sculptures, and statues. • Shall not display or convey any objects or images that would be considered obscene as defined in DRMC Sections 49-504; or would be considered threatening to the public. • Ownership of artwork shall be visible on the art piece (plaque or etching). • Should the Artwork require foundation plans, the plans shall be stamped by a Colorado Licensed Professional Engineer, and submitted for review with any PW RSOP or SCP application. • Shall not be any type of advertisement of a product, service or event. <p>Other City permits that may be required: RSOP, CP, Building and/ or Zoning Permit</p>
	<p><u>Awnings, Canopies, Marquees, etc.</u></p> <ul style="list-style-type: none"> • Awnings, Canopies, Marquees and their projections into the ROW shall be placed consistent with applicable Building and Fire Codes • Awning and Canopy construction shall comply with DRMC Sections 49-401 through 49-410. • Marquee construction shall comply with DRMC Sections 49-386 through 49-391. • Awnings, Canopies, or Marquees with poles, supports, or stanchions located in the ROW are considered structures and are considered a Tier II Encroachment • Per Denver Fire and Building Codes, Awnings must have a fire sprinkler system installed if the awning or canopy projects more than 5 feet off the building, and the attached building is sprinklered. The sprinkler may be omitted if the awning is non-combustible material and approved by the Fire Dept (Reference NFPA 13 Sec.8.14.7). <p>Other City permits that may be required: RSOP, Building and/ or Zoning Permit</p>
	<p><u>Balconies and other Building Appendages</u></p> <ul style="list-style-type: none"> • Balconies, oriel windows, unroofed porches, cornices/ belt courses, appendages and other decorative features and their projections into the ROW shall be placed consistent with DRMC Sections 49-341 through 49-346. • Other than architectural details such as belt courses, sills, bases, etc, the minimum height of any building projection (except balconies as noted below) above the grade immediately below is 8 feet. • The vertical clearance from the ROW to the lowest part of any balcony shall be 12 feet minimum and 24 feet minimum over alleys. • All building appendages or balconies shall meet projection requirements as defined in DRMC Sections 49-341 through 49-346, and at no point shall exceed 4 feet of projection into the ROW or beyond any adjacent face of street curb. • Any building element that projects more than 12 inches into the ROW shall have a drainage system that prevents water from draining directly onto the ROW. <p>Other City permits that may be required: RSOP, SUDP, Building and/ or Zoning Permit</p>
	<p><u>Bollards</u></p> <ul style="list-style-type: none"> • Shall not be greater than 18 inches in diameter or exceed 48 inches in height. • Shall not impede pedestrian movements. • Shall maintain a minimum 5' feet of clear walkway, and shall not be placed less than 2 feet from the back of the curb and gutter. • Shall not be placed where they block fire department access points. If unsure or if any question regarding required fire department access, the Denver Fire Department shall be consulted. • More than twelve bollards adjacent to one Zone Lot/ or development parcel shall require prior consultation and written approval by PW ROW Services, Construction Inspections. <p>Other agency permits required: RSOP, CP</p>
	<p><u>Boulders, Cobbles, and Rocks</u></p> <ul style="list-style-type: none"> • Boulders, cobbles, or rock mulch products located in the ROW shall be between 4 inches and 30 inches in diameter. Products less than 4 inches in diameter shall be grouted in place. • No gravel, tree bark, wood chips, loose stones or other non-organic materials may be used as ground cover in tree lawns. • Crusher fines shall meet the specification set forth in the approved ROW material list. <ul style="list-style-type: none"> ◦ Any such items located behind back of sidewalk shall be constructed in a way to prevent anything from migrating onto the sidewalk or into the flowline or curb and gutter. • The owner is responsible for maintaining the material so that a level surface is maintained with the adjacent sidewalk. <p>Other City permits that may be required: RSOP, CP, DPR Forestry</p>

Tier I Encroachment

Tier 1 Encroachments (cont'd)	<p><u>Caisson, Piles, Piers and Spread Footings</u></p> <ul style="list-style-type: none"> May encroach up to 1 foot provided they are a minimum of 1 foot below finished grade. <p>Other City permits that may be required: RSOP, SCP, Building permit</p>
	<p><u>Doors for Existing Buildings</u></p> <ul style="list-style-type: none"> Unless specifically permitted or required by PW, Denver Building and/ or Fire Codes, doors on new buildings when fully opened or when opening shall not project into the ROW. When performing new work at existing or otherwise permitted doors that swing into the ROW, permanent safety features (i.e. ADA/ ADAAG compliant barriers) shall be installed on either side of the door to prevent doors from obstructing or impacting any adjacent pedestrian areas. <p>Other City permits that may be required: RSOP, CP, Building Permit</p>
	<p><u>Electric</u></p> <ul style="list-style-type: none"> All electrical connections to Encroachments shall be buried in conduit. Electric boxes or junctions shall not be physically attached to any tree or vegetation. Voltage shall not exceed 120 volts. Voltage exceeding 120 volts is considered a Utility and is subject to additional PW review and permitting through a Tier II Encroachment Permit or a Utility Plan Review. <p>Other City permits that may be required: RSOP, CP, PW Utility Plan Review, Building Permit (if attached to a building)</p>
	<p><u>Fences (New & Existing)</u></p> <ul style="list-style-type: none"> Fences shall meet criteria, setbacks, and other specifications established in the Denver Zoning Code Fences located along primary street frontage of the ROW shall not exceed 48 inches in height and shall be at least 50% open. Fences shall be placed a minimum of 6 inches behind the back of the sidewalk to allow for future walk maintenance. If no curb, gutter, or sidewalk exists, fence shall be set back a minimum of 10 feet from the edge of pavement. Fences shall not be placed in the area between the curb and gutter and a detached sidewalk (also known as Tree Lawn/Amenity Zone). Fences placed next to sidewalks that are narrower than 5 feet wide shall be located to allow for the future expansion of the sidewalk to a minimum of 5 foot walking surface. Fences proposed on or adjacent to a Park or Parkway shall obtain DPR approval prior to installation. Fences shall not block access to any of the following: <ul style="list-style-type: none"> 1. Emergency Services 2. Utilities (including service meters/ valves, etc.) 3. Public accesses or objects which require routine maintenance <p>Other City permits that may be required: RSOP, Zoning Permit – Fences, DPR Permit</p>
	<p><u>Gates (Vehicle and/or Pedestrian Access)</u></p> <ul style="list-style-type: none"> Powered and non-powered vehicle access gates shall not impede pedestrian traffic and shall only open towards private property rather than towards the street. Vehicle entrance gates shall be placed a minimum of 20 feet behind the back of the sidewalk. Pedestrian gates that are attached to railings adjacent to a building shall only open outward per Denver Fire Code; provide however that the gate shall not swing into the clear walkway. Pedestrian gates that swing into the ROW, permanent safety features (i.e. ADA/ ADAAG compliant barriers) shall be required to be installed in the adjacent pedestrian walk area. The features shall be installed on either side of the gate, to prevent gates from impeding the pedestrian path. <p>Other City permits that may be required: Zoning Permit, Building Permit</p>
	<p><u>Hardscape</u></p> <ul style="list-style-type: none"> Hardscape consisting of pavement other than standard concrete may include flagstone, granite, bricks, brick pavers, paver stone, colored concrete or stamped concrete located in the ROW between the curb and gutter/ edge of pavement and the adjacent property line. If proposed hardscape in the Tree Lawn / Amenity Zone is not a level ADAAG compatible walking surface, a 4 foot wide sidewalk shall be installed for pedestrian access from the street curb to the sidewalk a minimum of every 40 linear feet. A RSOP and review by the Denver City Forester is required prior to placement of any Hardscape in the Tree Lawn / Amenity Zone that is intended or may be used as a walking surface. <p>Other City permits that may be required: RSOP, CP, DPR (Review by City Forester)</p>

Tier I Encroachment

Tier 1 Encroachments (cont'd)	<p><u>Irrigation Lines</u></p> <ul style="list-style-type: none"> Irrigation lines shall not exceed 3 inches in diameter. All irrigation appurtenances shall be buried and remain flush with adjacent surfaces. Only irrigation systems that are within a Maintenance Entity may have raised elements in the ROW (meeting raised object requirements herein). <p>Other City permits that may be required: Building Permit, RSOP, SCP</p>
	<p><u>Landscaping & Organic Material</u></p> <ul style="list-style-type: none"> Specific materials shall comply with the requirements herein. Refer to Streetscape Design Manual or current adopted guidance document, DRMC Chapter 57, and consult with PW, DPR, Forestry, and other applicable CCD staff to clarify. All proposed vegetation except for deciduous tree trunks and tree limbs must meet the Raised Object criteria (in its estimated fully grown state). Shredded tree mulch (<u>not bark</u>) is permitted to be placed in the ROW. Other types of mulch that will float or blow into the street and impact the storm sewer are not permitted. Tree limbs located over the sidewalk or any pedestrian path (including tree grates) shall be at least 80 inches above the ground (temporary exemptions given for new tree plantings until tree maturity). Tree limbs that extend past the curb and gutter above the street shall be at least 13.5 feet over the pavement of the ROW. For species and spacing information, contact the Office of the City Forester at 720-913-0651, forestry@denvergov.org, or visit the following website: http://www.denvergov.org/forestry Permits from the City Forester are required prior to the planting or removal of trees within the ROW. <p>Other City permits that may be required: Tree Work Permit from DPR Forestry, RSOP</p>
	<p><u>Lighting (Accent)</u></p> <ul style="list-style-type: none"> Pedestrian light poles and/or other permanent accent lights in the ROW will only be allowed if approved as a development site plan or on a case by case basis by PW. The City approved document setting forth maintenance obligation shall be approved and recorded with the Denver Clerk and Recorder by the applicant prior to issuance of the PW RSOP, and construction permit. <p>Other City permits that may be required: RSOP, PW Utility Plan Review, Bldg Permit (if attached to a bldg)</p>
	<p><u>Mailboxes</u></p> <ul style="list-style-type: none"> Placement of mailboxes shall only apply to single family and duplexes. Mailboxes shall meet United States Postal Services standards. <p>Other City permits that may be required: ROSP, SCP</p>
	<p><u>Monitoring Wells (Temporary)</u></p> <ul style="list-style-type: none"> Monitoring well pipes shall be capped and must be flush with the grade of the adjacent ROW. To be Tier I Encroachment, Monitoring wells shall be removed within one (1) year following installation. All wells shall be located behind the curb/ flowline, or in paved alleys. Wells are not allowed in the sidewalk or street and/or driving path. The cover shall be mounted flush to the adjacent ground. Structure must meet HS20 loading as defined in AASHTO. Well locations shall be approved in advance by the DEH. All sampling results shall be submitted to DEH as required by DEH. All wells abandoned and/or closed shall meet the applicable standards dictated by the conditions stated in the RSOP and/or SUDP. Provide the City with GPS coordinates of the well caps when possible. <p>Other City permits that may be required: RSOP, SCP, and SUDP (if discharging to sewer), DEH approval</p>
	<p><u>Outdoor Heating</u></p> <ul style="list-style-type: none"> Outdoor heating attached to buildings shall be located at least 8 feet above the ground, shall not extend more than 5 feet into the ROW, and shall not be located within 2 feet of the face of curb. Outdoor heating shall be compliant with the Electrical provisions defined in this document. <p>Other City permits that may be required: Building Permit (if attached to the building)</p>

Tier I Encroachment

<p>Tier 1 Encroachments (cont'd)</p>	<p><u>Pillars</u></p> <ul style="list-style-type: none"> • Shall not support structures or other features. • If a pillar holds weight/structure or does not meet the Raised Object Criteria of these Rules and Regulations, then the Pillar may only be allowed through a Tier III Encroachment Resolution. <p>Other City permits that may be required: RSOP, Building Permit</p>
	<p><u>Planters</u></p> <ul style="list-style-type: none"> • Planter boxes and vegetation that meet the Placement and Raised Object Criteria of this section (Page 5).
	<p><u>Ramps to Existing Structures</u></p> <ul style="list-style-type: none"> • Ramps immediately adjacent /attached to existing structures may be placed in the ROW as long as the top and bottom landings, railing, and ramp impact only the single property's ROW frontage. • The total length of top and bottom landings, railing, and ramp shall not exceed the total length of the property's ROW frontage on the side to be accessed. • Abutting properties may be allowed to share ramp access with appropriate legal documentation signed by both property owners, which identifies ramp ownership, maintenance obligations, and what would happen to shared ramp if either property is sold. • The maximum total width of ramp structure (perpendicular Encroachment) into the ROW is 5 feet. • The ramp and associated features shall comply with all sections of ADA/ADAAG as applicable to both public access ways and private building access. • The ramp shall not impede pedestrian movements of the existing public walk. A minimum 5 feet clear, ADA compliant, unobstructed sidewalk shall remain beyond the outer limits of the proposed ramp structure, unless a wider sidewalk section is required by PW to match existing and/or proposed street section requirements or adjacent walk character. • For a ramp to be considered a Tier I Encroachment, it shall not change direction in the ROW. • No signage, planters, benches, chairs, or other obstructions shall be allowed on any of the landings, railings, or ramps. • The ramp and railing shall be designed or illuminated so that they are visible at night. • Dimensioned plans shall be submitted to PW Right of Way Services Construction Inspections prior to approval of any installation. <p>Other City permits that may be required: RSOP, CP, Building Permit</p>
	<p><u>Sanitary Sewer Pretreatment Devices</u></p> <ul style="list-style-type: none"> • A SUDP is required for this type of Encroachment, and requires permit issuance prior to installation. • Grease traps and sand oil interceptors may be considered when no private property is reasonably available as determined during permit plan review. • Pretreatment devices shall be located on the alley side for maintenance and to keep odors and stains away from pedestrian areas. • Maximum encroachment of 5 feet. <p>Other City permits that may be required: SUDP, RSOP, SCP</p>
	<p><u>Sewers: Sanitary, Storm and Drainage</u></p> <ul style="list-style-type: none"> • A SUDP is required for this type of Encroachment, and requires permit issuance prior to installation. • All pipe connections shall be perpendicular to the ROW if possible. Pipe connections that cannot be perpendicular shall not be less than 45 degrees from the ROW line. • Sanitary and storm sewer pipes shall remain in front of the system owner's property until they extend under the roadway. <ul style="list-style-type: none"> ◦ Pipes shall not enter neighboring private property. ◦ Unless under the roadway, no pipe shall cross in front of or extend past neighboring private property. • Any underground water quality detention devices within 8 feet of the property line, under the sidewalk/tree lawn area. Underground devices enhancing tree health may extend to 1' from the back of curb. • Any surface Water Quality/Detention areas with a depth of less than 28 inches in the tree lawn that are safe, aesthetically pleasing, functional and meet all current PW guidance documents. <p>Other City permits that may be required: SUDP, RSOP, CP</p>

Tier I Encroachment

<p>Tier 1 Encroachments (cont'd)</p>	<p><u>Signs</u></p> <ul style="list-style-type: none"> • <u>Projecting Signs</u> <ul style="list-style-type: none"> ○ Maximum projection of sign from the wall of the building shall not exceed 36" into the right of way. ○ Applicant shall obtain DPR approval prior to any construction adjacent to a park or a parkway. ○ Projecting signs shall require approval of Development Services, and/or Zoning. • <u>Neighborhood Identification Signs</u> <ul style="list-style-type: none"> ○ Neighborhood Identification Signs up to a maximum height of 30" are allowed as a Tier I Encroachment. ○ Neighborhood Identification Signs shall be located a minimum of 2 feet from the face of the curb. ○ Electrical connections shall not exceed 120 Volts. ○ Approval in writing by the property owner with the closest proximity to the proposed sign. ○ Shall obtain DPR approval prior to any construction adjacent to a park or a parkway. <p>Other City permits that may be required: RSOP, SCP, DPR, DS Building Permit, DS-Zoning</p>
	<p><u>Snow Melt Systems</u></p> <ul style="list-style-type: none"> • All mechanical components and controllers associated with such systems shall be located on private property and any connections made via underground conduit. • Such systems shall be designed and constructed so that the portion located in the ROW can be isolated from the rest of the system, so that any work in the ROW will not impact the entire system. <p>Other City permits that may be required: RSOP</p>
	<p><u>Stairs to Existing Structures</u></p> <ul style="list-style-type: none"> • Stairs as a Tier I Encroachment may only be placed in the ROW when they are attached to an existing improvement. • Stairs immediately adjacent/attached to existing improvements may be placed in the ROW as long as the top and bottom landings, handrails, and stairs impact only the single property's ROW frontage. • The total length of top and bottom landings, railing, and stairs shall not exceed the total length of the property's ROW frontage on the side to be accessed. • Abutting properties may be allowed to share stair access with appropriate legal documentation, signed by property owners, identifying stair ownership, maintenance obligations, and what would happen to shared stairs if either property is sold. • The maximum perpendicular Encroachment into the ROW shall be 5 feet. • The stairs and associated features shall comply with all sections of ADA/ADAAG and Building Code as applicable to both public access ways and private building access. • The stairs shall not impede pedestrian movements of the existing public walk. A minimum 5 feet clear, ADA compliant, unobstructed sidewalk must remain beyond the outer limits of the proposed stair structure, unless a wider sidewalk section is required by PW to match existing and/or proposed street section requirements or adjacent walk character. • Changes of stair direction are not allowed. • No signage will be allowed on the landings, railing or stairs. • The stairs and railing should be designed so that they are visible at night. • Dimensioned plans shall be submitted to PW Right of Way Services, Construction Inspections for approval of any installation. <p>Other City permits that may be required: RSOP, CP, Building permit</p>
	<p><u>Temporary Shoring</u></p> <ul style="list-style-type: none"> • Approval and issuance of a 1C construction permit by DS. • Approval by the DPR, Division of Forestry. • Engineered / dimensioned site plan shall be submitted to Right of Way Services, Construction Inspections, and may require an Excavation Bond, and onetime fee of \$200.00. • Duration in the ROW for a period of less than one (1) year shall be considered a Tier I Encroachment. • Video inspections coordinated with Denver Wastewater of existing storm and sanitary sewer piping shall be required before and after temporary shoring is placed to verify the structural integrity of same is not compromised. <p>Other City permits that may be required: RSOP, Building Permit, DPR (Forestry), Denver Wastewater</p>

Tier I Encroachment

<p>Tier 1 Encroachments (cont'd)</p>	<p><u>Trench Drains</u></p> <ul style="list-style-type: none"> • An approved SUDP is required prior to construction. • Any Trench Drains that are not approved as part of a new development or re-development project, and that connect into a CCD Storm sewer system shall receive a separate engineering plan review through PW Right of Way Services, Construction Inspections. • Trench Drains shall not cross over sidewalks or pedestrian areas in the ROW. • The top surface of Trench Drains shall be flush with the surrounding surface. <p>Other City permits that may be required: SUDP, RSOP, SCP</p>
	<p><u>Vaults</u></p> <ul style="list-style-type: none"> • Except for Utility Companies, construction of any vault located underground which dimensions exceed the dimensions of 4 feet x 4 feet shall require a Tier II Encroachment Permit. • Access covers/lids shall be constructed to be flush with the adjacent ground or pavement surface. • Access covers/lids shall not be located in the sidewalk/pedestrian travel areas, or in curbs and gutters. • All means shall be taken to limit the placement of covers in the wheel paths of travel lanes on collector/arterial streets. <p>Other City permits that may be required: RSOP and SCP</p>
	<p><u>Walls</u></p> <ul style="list-style-type: none"> • Any wall with a sole purpose of aesthetics (e.g. slope dampening, planting, etc) is considered a Tier I Encroachment provided it meets the Raised Object Criteria of these Rules and Regulations. • Retaining Walls placed in the ROW that retain soil for the purpose of maintaining the structural integrity of a building/improvement or other surcharged area such as parking, driving surfaces, storage areas, etc. are considered "Retaining Walls" and shall obtain a Tier III Encroachment Resolution. <p>Other City permits that may be required: RSOP, Building Permit</p>

Tier II Encroachment

Tier II Encroachment	<p>Encroachments that due to their significance or complexity require a formal review process and permit approval to ensure general consistency with raised object and placement criteria. If approved, a revocable Tier II Encroachment Permit will be issued and recorded with the Office of the Clerk and Recorder granting the private use of the ROW. An annual fee shall be required to maintain the Tier II Encroachment Permit.</p> <p>If a determination of appropriate tier category is necessary, the application will be forwarded to PW Right of Way Services, Construction Inspections.</p>
Authority	<p>City Charter, Article II; and DRMC, Chapter 49</p>
Insurance and Indemnification	<p>As a condition for placement of an Encroachment, the owner of such Encroachment shall hold the CCD harmless from all loss or damage to persons or property on account of injury arising from the construction or maintenance of the Encroachment; and</p> <ul style="list-style-type: none"> (a) Post with the Executive Director of Public Works, a bond in a penal sum not to exceed \$50,000 with sureties approved by the Executive Director; or (b) Obtain and keep current a policy of public liability insurance in the name of the permittee, with the CCD as a named insured, with the minimum limits of coverage of \$50,000/\$100,000 for bodily injury and \$5,000 for property damage, covering the location of the Encroachment on the public property for which the permit is issued.
Tier II Encroachments Types	<p>To be considered a Tier II Encroachment, the encroachment item will generally meet criteria contained in the following section:</p> <p>SIGNS:</p> <ul style="list-style-type: none"> • Any signs that do not qualify as a Tier I Encroachment • Any other type of sign other than a Neighborhood Identification Sign or Blade/Projecting sign. <p>AWNINGS, CANOPIES AND MARQUEES:</p> <ul style="list-style-type: none"> • Awnings with supports/or poles that do not qualify as a Tier I Encroachment <p>BUILDING APPURTENANCES:</p> <ul style="list-style-type: none"> • Building appurtenances that do not qualify as a Tier I Encroachment • Including but not limited to, steps, stoops, stairs, handicap ramps, balconies, planters, light fixtures, fire escapes etc. <p>FREE STANDING STRUCTURES</p> <ul style="list-style-type: none"> • Any free standing structures that do not qualify as a Tier I Encroachment • Including but not limited to: medians, guard/valet shelters, fences etc. <p>BELOW GRADE/UNDERGROUND ENCROACHMENTS:</p> <ul style="list-style-type: none"> • Below grade/underground items that do not qualify as a Tier I Encroachment • Including, but not limited to, remediation/injection systems, roadway vaults, electrical connections greater than 120 volts, etc. <p>MEDIANS:</p> <ul style="list-style-type: none"> • Prior to proceeding with Tier II Encroachment application, a median requires specific written endorsement by PW. • Shall have a maintenance entity established • Median design shall be stamped and signed by a Registered Professional Engineer in the State of Colorado to ensure code compliance

Tier II Encroachment

<p>Application Requirements</p>	<p>A pre-application consultation may be requested prior to applying for a Tier II Encroachment Permit. All correspondence regarding Encroachment applications shall be submitted to:</p> <p style="text-align: center;">Public Works Engineering, Regulatory & Analytics (ERA) 201 W. Colfax Ave, Dept. 507 Denver, CO 80202 Denver.PWERA@denvergov.org (720) 865-3003</p> <p>To apply for a Tier II Encroachment Permit:</p> <ol style="list-style-type: none"> Submit a completed "Application for Tier II Encroachment" The application is available on the website at: www.denvergov.org/pwprs <p>If the applicant is not the property owner, a signed authorization from the owner or power of attorney from the owner shall be required.</p> <p>Applications shall include the following items to support the request:</p> <ol style="list-style-type: none"> Labeled and dimensioned site plan and elevation plan, including the following when applicable: <ol style="list-style-type: none"> ROW lines, flowlines, property lines, etc. Area of Encroachment into ROW Labeled construction materials Vertical clearance from grade Projection from building Projection into the ROW and over the sidewalk Plans shall be stamped by a Professional Engineer Registered in the State of Colorado Distance the Encroachment is from flowline Specifications of item proposed to be in the ROW A general location description. If proposed Encroachment is underground, the following additional items are required: <ol style="list-style-type: none"> Plans shall be prepared and stamped by a Professional Engineer Registered in the State of Colorado Indicate the depth, location and size of Encroachments. Structural plans must be submitted and show all structural details and design loads. A land description of the Encroachment shall be submitted following these guidelines (<i>may be submitted after 1st review and comment period</i>): http://www.denvergov.org/rightofwayservices/RightofWayServices/Survey/GuidelinesforLandDescriptions/tabid/442347/Default.aspx Photograph of the proposed location of the Encroachment Indicate electrical voltage/amps and where the electrical connection is located (if applicable) Explanation of why the design of the encroachment cannot be accomplished without utilizing the ROW <ol style="list-style-type: none"> If the proposed Tier II Encroachment is located within a design review district under the Denver Zoning Code, or a floodplain zone; approval documents from that reviewing authority shall be attached. Pay Initial Fee. (See Fees Section Below)
<p>Review Process</p>	<p>Once the application is received and deemed complete, the application will be distributed to affected CCD Agencies, External Agencies and Utility Companies for a review and comment period (3 weeks). Following the review period, a report of compiled comments will be provided to the applicant. It is then the applicant's responsibility to satisfy or address the comments from required reviewers.</p> <p>Some or all of the following reviewers may be included in the review and comment period as deemed appropriate by the PW ERA staff:</p> <p><u>CCD Agencies:</u></p> <ul style="list-style-type: none"> PW (ERA Erosion Control, ERA Transportation, ERA Wastewater, CPM Wastewater , ERA Floodplain, Policy & Planning, Construction Engineering, Survey, Traffic Engineering Services-Signs and Stripe, and Street Maintenance) City Council (District where encroachment is located only) Denver Office of Disability Rights (ADA) DS (Building and Construction, Transportation, Wastewater, Project Coordination and Zoning) Office of Emergency Management DEH (for remediation/injection systems)

Tier II Encroachment

Review Process Cont'd	<ul style="list-style-type: none"> • Fire Department • Forestry • DPR • Division of Real Estate • Telecommunications <p><u>External Agencies:</u></p> <ul style="list-style-type: none"> • Colorado Department of Transportation (CDOT) (for Encroachments in or abutting a state highway), Metro Wastewater Reclamation District, Regional Transportation District (RTD) <p><u>Utility Companies:</u></p> <ul style="list-style-type: none"> • CenturyLink, Comcast Cable, Denver Water, Xcel Energy <p>Once all comments have been addressed by the applicant and acknowledged by the PWERA, a recommendation will be made to the Executive Director of Public Works to approve, approve with conditions or deny the Tier II Encroachment. Following Executive Director approval, PWERA staff shall record with the Denver County Clerk and Recorder the permit and approved legal or location description within twenty (20) business days.</p>
Fees	<p>FEES: \$2,100.00 Initial Fee \$ 200.00 Annual Fee</p> <p>The Initial Fee shall be paid prior to review or processing of the application. All fees shall be paid by credit card, or check payable to the 'Manager of Finance' of the City and County of Denver. Fees are subject to change by authority of the Executive Director of Public Works.</p> <p>Following Encroachment approval and issuance of Permit, the applicant or their successor will be billed annually \$200.00 for annual inspection and administration beginning the following calendar year.</p> <p>A lien may be placed on the real property of an owner who fails to pay the annual fee in accordance with DRMC Section 49-252.</p>
Tier II Revocation Process	<p>If the owner desires to cancel a Tier II Encroachment Permit, a separate letter requesting a revocation shall be submitted to PWERA.</p> <ul style="list-style-type: none"> • A site inspection will be performed to verify the Encroachment(s) have been removed. • The Tier II Encroachment Permit will be revoked. The revocation of the Permit will be recorded in the same manner as issued.

Tier II Encroachment

Tier II General Conditions

1. The Executive Director of Public Works is authorized to remove or to order the removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley, sidewalk, or other public way or place (DRMC Section 49).
2. The Executive Director of Public Works may prescribe appropriate methods, specifications, placement and materials for Encroachments in the ROW.
3. Any person who places an Encroachment in the ROW is responsible for the ongoing maintenance of the Encroachment. No third party, person or agency, unless specifically authorized by an Association or similar legal means, may place an Encroachment in front of a property without written permission of the adjacent property owner.
4. The use of the ROW for placement of an Encroachment does not create a property right or ownership interest of any kind.
5. Any person who places an Encroachment in the ROW agrees that the act of doing so acknowledges the duty to hold the harmless and indemnify the CCD from any damages or claims arising out of said placement.
6. RSOP and Right of Way Construction Permits may be required prior to placing an Encroachment in the ROW. At least five days prior to placement of the Encroachment, owner shall contact the PW Right of Way Inspections at (303) 446-3469 to coordinate placement and to obtain necessary permits.
7. Encroachments shall comply with the current Section 32 of the International Building Code and all subsequent amendments.
8. The owner of the Encroachment shall repair and/or replace, to the satisfaction of the Executive Director of Public Works, any damage to CCD owned assets, including but not limited to: trees, irrigation systems, curb, gutter and sidewalks as a result of the Encroachment, and all associated costs shall be paid for by the owner of the Encroachment.
9. Permittee shall assume full responsibility for any and all damages incurred to Denver Water facilities due to activities authorized by the permit. Denver Water, at the sole expense of the Permittee, shall make any and all replacement or repair of Denver Water facilities attributed to the permit. In the event Permittee's facilities are damaged or destroyed due to the Denver Water's repair, replacement and/or operation of its facilities, repairs will be made by the Permittee at its sole expense.
10. Encroachments shall not create sight distance problems for pedestrians, bicycles and drivers, and must comply with the standards published by AASHTO and all other CCD sight distance standards.
11. All Encroachments located underground or flush with the ground With the exception of tree grates, shall meet HS-20 loading criteria as defined by AASHTO. All required replacement of damaged existing Right-of-Way improvements will be in accordance with current CCD codes and standards, or may be more restrictive as determined on a case by case basis.
12. Encroachments shall not create access problems in the ROW or conflict with ADA requirements.
13. Encroachment shall not create a substantial adverse impact on persons or property or adversely affect the public health, safety and welfare.
14. Encroachments shall not obstruct stormwater drainage in and through the Right of Way nor cause water to collect on sidewalks, streets or alleys or conflict with DRMC Section 49-554.
15. All disturbances associated with construction of the Encroachment shall be managed as required by CCD standards for erosion control which may require standard notes or CASDP permitting depending on location and scope of project.
16. Encroachments proposed adjacent to a designated park or within a dedicated parkway shall require DPR approval prior to installation.
17. Encroachments shall not block Fire Department connections, fire hydrants, access or pathways.
18. Encroachments shall not display advertising without the permission of the Executive Director of Public Works and shall comply with DRMC Section 3-1.
19. Encroachments in the regulatory floodplain shall require a SUDP and comply with Chapter 12 Floodplain Management of the "PW Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater" and the CCD Floodplain Ordinance in DRMC Section 56-200 through 56-206.
20. Encroachments shall be visible at night to the extent possible.

Tier III Encroachment

Tier III Encroachment	<p>Encroachments that are significant or complex. Tier III Encroachments are defined as an expansion of a private use into the ROW, and are commonly structural building elements more substantial in nature. Tier III Encroachments require an application, fee, legal description, and review process to ensure general compliance with raised object and placement criteria, approval through a City Council Resolution, and recordation of the resolution in the Office of the Denver County Clerk and Recorder's Office. An annual fee shall be required to maintain the Tier III Encroachment Resolution.</p>
Authority	<p>City Charter, Article II; and DRMC, Chapter 49</p>
Insurance and Indemnification	<p>As a condition for placement of an Encroachment, the owner of such Encroachment shall hold the City harmless from all loss or damage to persons or property on account of injury arising from the construction or maintenance of the Encroachment; and</p> <ul style="list-style-type: none"> (a) Post with the Executive Director of Public Works, a bond in a penal sum not to exceed \$50,000 with sureties approved by the Executive Director; or (b) Obtain and keep current a policy of public liability insurance in the name of the permittee, with the City as a named insured, with the minimum limits of coverage of \$50,000/\$100,000 for bodily injury and \$5,000 for property damage, covering the location of the Encroachment on the public property for which the permit is issued.
Tier III Encroachment Types	<p>To be considered a Tier III Encroachment, the proposed encroachment item will generally meet criteria contained in the following section:</p> <p>STRUCTURAL BUILDING ELEMENTS</p> <ul style="list-style-type: none"> • For any structural building elements that do not qualify as a Tier I or Tier II Encroachment • Including but not limited to: below grade parking garages, elevated or enclosed patios, loading docks, air locks, structural retaining walls, building walls, pedestrian bridges
Application Requirements	<p>A pre-application consultation may be requested prior to applying for a Tier III Encroachment Resolution. All correspondence regarding Encroachment applications shall be submitted to:</p> <p style="text-align: center;">Public Works Engineering, Regulatory & Analytics (ERA) 201 W. Colfax Ave, Dept. 507 Denver, CO 80202 Denver.PWERA@denvergov.org (720) 865-3003</p> <p>To apply for a Tier III Encroachment Resolution:</p> <ol style="list-style-type: none"> 1. Submit a completed Application for Tier III Encroachment The application is available on the website at: www.denvergov.org/pwprs <p>If the property owner is not the applicant, a signed authorization or power of attorney from the owner is required.</p> <p>The application shall include the following items to support the request.</p> <ol style="list-style-type: none"> a. Labeled and dimensioned site plan and elevation plan, including the following: <ol style="list-style-type: none"> i. ROW, flowline and property lines etc. ii. Area of Encroachment into ROW iii. Labeled construction materials b. Labeled and dimensioned specifications for the proposed Encroachment including <ol style="list-style-type: none"> i. Vertical clearance from grade ii. Projection from building iii. Projection into the ROW and over the sidewalk iv. Distance the Encroachment is from curb c. If underground <ol style="list-style-type: none"> i. Plans shall be prepared and stamped by a Professional Engineer Registered in the State of Colorado ii. Indicate the depth, location and size of Encroachments. iii. Structural plans must be submitted and show all structural details and design loads. d. Photograph of the proposed location of the Encroachment e. Indicate electrical voltage/amps and where the electrical connection is located (if applicable)

Tier III Encroachment

Application Requirements (cont'd)	<p>f. Explanation of why the design of the Encroachment cannot be accomplished without utilizing the ROW</p> <ol style="list-style-type: none"> If the proposed Tier III Encroachment is located within a design review district under the Denver Zoning Code or a floodplain zone approval documents from that reviewing authority shall be attached. A legal description of the Encroachment shall be submitted following these guidelines: (legal description may be submitted after the 1st review and comment period). http://www.denvergov.org/rightofwayservices/RightofWayServices/Survey/GuidelinesforLandDescriptions/tabid/442347/Default.aspx Pay Initial Fee. (See Fees Section Below)
Review Process	<p>Once received and deemed complete, the application will be distributed to affected CCD Agencies, External Agencies and Utility Companies for a review and comment period (3 weeks). Following the review period, a report of compiled comments will be provided to the applicant. It is then the applicant's responsibility to satisfy or address the comments from required reviewers.</p> <p>Some or all of the following reviewers may be included in the review and comment period as deemed appropriate by the PW ERA staff:</p> <p><u>City Agencies:</u></p> <ul style="list-style-type: none"> PW (ERA Erosion Control, ERA Transportation, ERA Wastewater, CPM Wastewater, ERA Floodplain, Policy & Planning, Construction Engineering, Survey, Traffic Engineering Services-Signs and Stripe, and Street Maintenance) City Council (District member only) The Denver office of Disability Rights (ADA) DS (Building and Construction, Transportation, Wastewater, Project Coordination and Zoning) Office of Emergency Management DEH (for remediation/injection systems) Fire Department Forestry DPR Division of Real Estate Telecommunications <p><u>External Agencies:</u></p> <ul style="list-style-type: none"> Colorado Department of Transportation (CDOT) for Encroachments on or abutting a state highway), Metro Wastewater Reclamation District, Regional Transportation District (RTD) <p><u>Utility Companies:</u></p> <ul style="list-style-type: none"> CenturyLink, Comcast Cable, Denver Water, Xcel Energy <p>Once all comments have been addressed by the applicant and acknowledged by PWERA, a recommendation will be made to the Executive Director of Public Works to prepare the Resolution request of the Tier III Encroachment for City Council consideration. PWERA will submit a Resolution request to City Council for consideration of a Resolution which will run with the land until such time the Resolution is revoked.</p> <p>Following City Council Resolution approval, PW ERA staff will record the Resolution in the Denver County Clerk and Recorder's Office within (20) business days following the approval of the Resolution.</p>
Fees	<p>FEES: \$2,100.00 Initial Fee \$ 200.00 Annual Fee</p> <p>The Initial Fee shall be paid prior to review or processing of the application. Fees shall be paid by credit card or check, payable to the 'Manager of Finance' of the City and County of Denver. Fees are subject to change by authority of the Executive Director of Public Works.</p> <p>Following the Encroachment Resolution approval and issuance of Permit, the applicant or their successor will be billed annually \$200.00 for annual inspection and administration beginning the following calendar year.</p> <p>A lien may be placed on the real property of an owner who fails to pay the annual fee in accordance with DRMC Section 49-252.</p>
Tier III Encroachment Resolution Revocation process	<p>If the owner desires to remove a Tier III Encroachment, and cancel the Tier III Encroachment Resolution, a letter requesting a revocation shall be submitted along with revocation processing fee of \$600.00.</p> <ul style="list-style-type: none"> A site inspection will be performed to verify the Encroachment(s) have been removed. The Tier III Encroachment Resolution may be revoked by City Council. After notice the revocation of the Resolution will be recorded in the same manner as an approved resolution.

Tier III Encroachment

Tier III General Conditions

1. The Executive Director of Public Works is authorized to remove or to order the removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley, sidewalk, or other public way or place (DRMC Section 49).
2. The Executive Director of Public Works may prescribe appropriate methods, specifications, placement and materials for Encroachments in the ROW.
3. Any person who places an Encroachment in the ROW is responsible for the ongoing maintenance of the Encroachment. No third party, person or agency, unless specifically authorized by an Association or similar legal means, may place an Encroachment in front of a property without written permission of the adjacent property owner.
4. The use of the ROW for placement of an Encroachment does not create a property right or ownership interest of any kind.
5. Any person who places an Encroachment in the ROW agrees that the act of doing so acknowledges the duty to hold the harmless and indemnify the CCD from any damages or claims arising out of said placement.
6. RSOP and Right of Way Construction Permits may be required prior to placing an Encroachment in the ROW. At least five days prior to placement of the Encroachment, owner shall contact the PW Right of Way Inspections at (303) 446-3469 to coordinate placement and to obtain necessary permits.
7. Encroachments shall comply with the current Section 32 of the International Building Code and all subsequent amendments.
8. The owner of the Encroachment shall repair and/or replace, to the satisfaction of the Executive Director of Public Works, any damage to CCD owned assets, including but not limited to: trees, irrigation systems, curb, gutter and sidewalks as a result of the Encroachment, and all associated costs shall be paid for by the owner of the Encroachment.
9. Permittee shall assume full responsibility for any and all damages incurred to Denver Water facilities due to activities authorized by the permit. Denver Water, at the sole expense of the Permittee, shall make any and all replacement or repair of Denver Water facilities attributed to the permit. In the event Permittee's facilities are damaged or destroyed due to the Denver Water's repair, replacement and/or operation of its facilities, repairs will be made by the Permittee at its sole expense.
10. Encroachments shall not create sight distance problems for pedestrians, bicycles and drivers, and must comply with the standards published by AASHTO and all other CCD sight distance standards.
11. All Encroachments located underground or flush with the ground With the exception of tree grates, shall meet HS-20 loading criteria as defined by AASHTO. All required replacement of damaged existing Right-of-Way improvements will be in accordance with current CCD codes and standards, or may be more restrictive as determined on a case by case basis.
12. Encroachments shall not create access problems in the ROW or conflict with ADA requirements.
13. Encroachment shall not create a substantial adverse impact on persons or property or adversely affect the public health, safety and welfare.
14. Encroachments shall not obstruct stormwater drainage in and through the Right of Way nor cause water to collect on sidewalks, streets or alleys or conflict with DRMC Section 49-554.
15. All disturbances associated with construction of the Encroachment shall be managed as required by CCD standards for erosion control which may require standard notes or CASDP permitting depending on location and scope of project.
16. Encroachments proposed adjacent to a designated park or within a dedicated parkway shall require DPR approval prior to installation.
17. Encroachments shall not block Fire Department connections, fire hydrants, access or pathways.
18. Encroachments shall not display advertising without the permission of the Executive Director of Public Works and shall comply with DRMC Section 3-1.
19. Encroachments in the regulatory floodplain shall require a SUDP and comply with Chapter 12 Floodplain Management of the "PW Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater" and the CCD Floodplain Ordinance in DRMC Section 56-200 through 56-206.
20. Encroachments shall be visible at night to the extent possible.

Chapter 6

DOWNTOWN DEVELOPMENT STANDARDS

9-6-1: PURPOSE AND OVERVIEW:

9-6-2: BASE DEVELOPMENT STANDARDS:

9-6-3: PARKING AREA AND ENCROACHMENTS:

9-6-4: ARCHITECTURAL DESIGN STANDARDS:

9-6-5: BUILDING TYPES AND FRONTAGES:

9-6-6: SPECIAL DESIGN AND OPERATIONAL STANDARDS:

9-6-7: CONVERSION OF RESIDENCES TO NONRESIDENTIAL USES:

9-6-1: PURPOSE AND OVERVIEW:

- A. Purpose: This chapter describes the specific development and land use standards for the downtown area of Lemoore. These standards work in concert with the other provisions of this title to define the allowed use, development, and design parameters for the downtown.
- B. Overview Of Form Based Zoning: Form based zoning provides a method of regulating development to achieve a desired urban form characterized by building typologies, and street frontage requirements. Form based provisions address the relationship between building facades and the public realm (e.g., streets and sidewalks), and the form and mass of buildings.
- C. Applicability Of Standards: As established in [chapter 3](#), "Zoning Districts And Map", of this title, downtown Lemoore is broken down into three (3) zoning districts: downtown mixed use - core (DMX-1), downtown mixed use - auto oriented (DMX-2), and downtown mixed use - transitional (DMX-3). [Chapter 4](#), "Land Uses", of this title identifies the allowed uses within each of these districts. This chapter identifies the development standards and design requirements for all new development and remodels of existing development within these districts. Unless otherwise exempted, all development and redevelopment in the DMX-1, DMX-2, and DMX-3 districts shall comply with the standards in this chapter and shall be reviewed for consistency as part of site plan and architectural review and zoning plan review.
- D. Deviations: Deviations from this chapter shall be allowed through the site plan and architectural review process for public/civic buildings. (Ord. 2013-05, 2-6-2014)

9-6-2: BASE DEVELOPMENT STANDARDS:

All proposed development and redevelopment of property within the downtown shall comply with the base development standards listed in this section.

- A. Building Placement: Each proposed new or remodeled structure shall comply with the build-to line, setback, and buildable area standards listed in table 9-6-2-A1, "Building Placement", of this section, except that encroachments into the public right of way may be allowed as provided in subsection [9-6-3B](#), "Encroachments", of this chapter.

TABLE 9-6-2-A1
BUILDING PLACEMENT

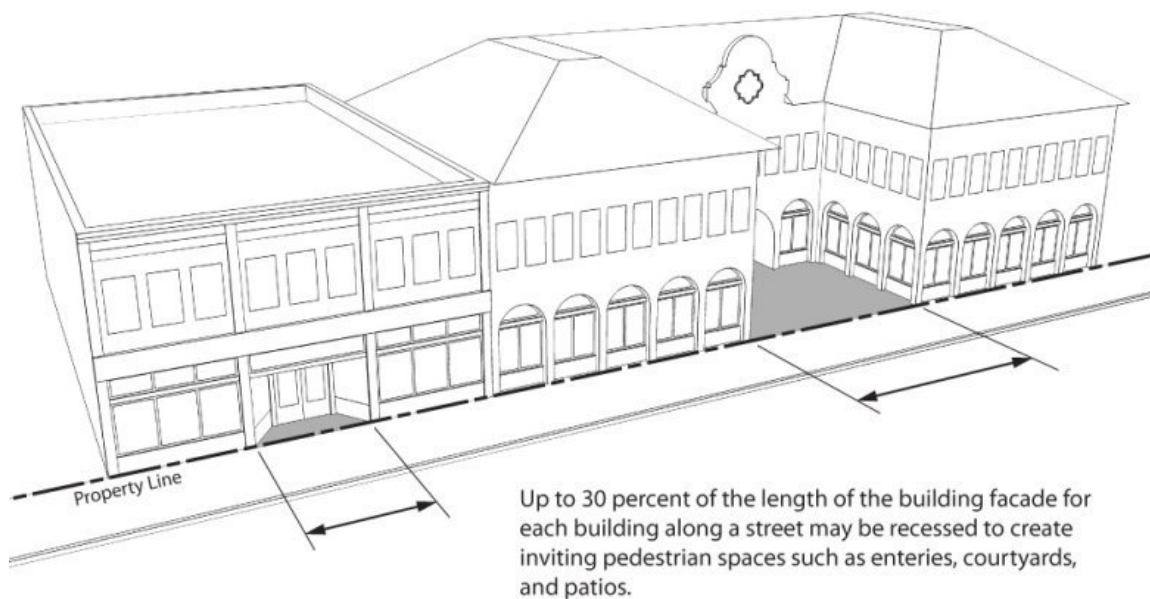
Development Standard	Measurement		
	DMX-1	DMX-2	DMX-3
Build-to line (maximum distance from property line):			
Front	0' ^{1,2}	5' ³	No max.
Street side, corner lot	0' ^{1,2}	5' ³	No max.
Setback (minimum distance from property line):			
Front	0'	0'	15'
Street side, corner lot	0'	0'	15'
Side	0'	0'	5'
Rear, adjacent to property line	0'	0'	15'
Rear, adjacent to alley	0'	0'	0' ⁴

Notes:

- Up to 30 percent of the length of the building facade along a street may be recessed. A higher percentage shall be allowed through site plan and design review where the setback area provides a more meaningful pedestrian area, such as patio seating for a restaurant, or other gathering spaces. See figure 9-6-2-A1, "Recessed Spaces", of this section.
- Exceptions shall be granted through site plan and design review for historic home/office conversion buildings and frontages to a maximum of 20 feet.
- Exceptions shall be granted through site plan and design review for automotive related uses to a maximum setback of 30 feet.

4. Row houses may be developed with no side yard setback and no alley setback as part of site plan and design review.

FIGURE 9-6-2-A1
RECESSED SPACES



Up to 30 percent of the length of the building facade for each building along a street may be recessed to create inviting pedestrian spaces such as entries, courtyards, and patios.

B. Height: Height standards for development within the downtown are listed in table 9-6-2-B1, "Height", of this section and shown in figure 9-6-2-B1, "Height", of this section.

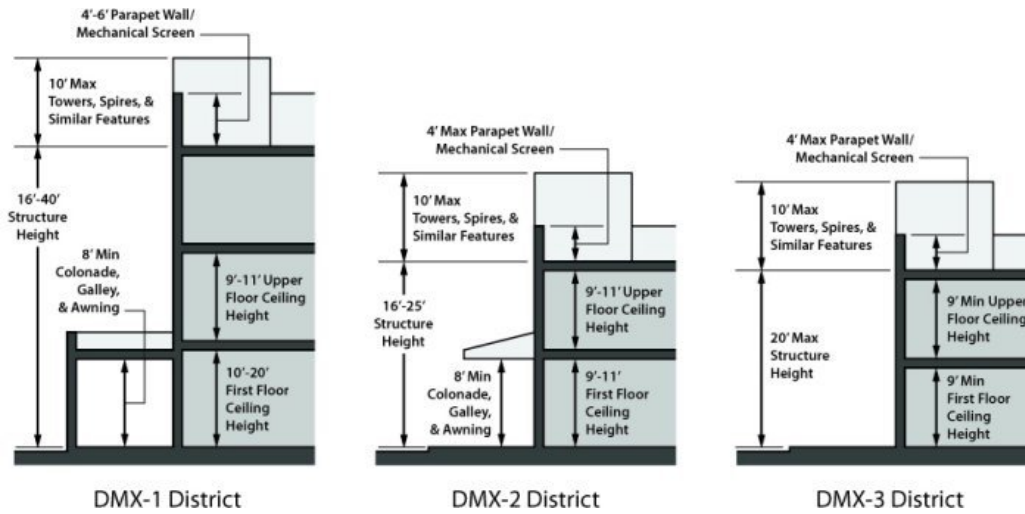
TABLE 9-6-2-B1
HEIGHT

Development Standard	Measurement		
	DMX-1	DMX-2	DMX-3
General height standards (maximum height):			
Structure height (finished grade to top of roof)	16' min., 40' max. ¹	16' min., 25' max.	No min., 20' max.
First floor ceiling height (finished floor to finished ceiling top plate)	10' min., 20' max.	9' min., 11' max.	No min. or max.
Upper floor(s) ceiling height (finished floor to finished ceiling)	9' min., 11' max.	9' min., 11' max.	9' min., No max.
Projections (additional height above maximum):			
Parapet wall, mechanical screen, and sloped false roofs	4' min., 8' max.	4' max.	4' max.
Towers, spires, elevator structures and similar features	10' max.	10' max.	10' max.
Vertical clearance of architectural features over public right of way	8' min.	8' min.	Not allowed

Note:

1. See special requirements for landmark buildings in subsection [9-6-4D](#), "Landmark Buildings", of this chapter.

FIGURE 9-6-2-B1
HEIGHT



(Ord. 2013-05, 2-6-2014)

9-6-3: PARKING AREA AND ENCROACHMENTS:

A. Parking: In places where parking is required or provided at the option of the property owner, parking areas shall be developed consistent with the standards listed in table 9-6-3-A, "Parking Area Design", of this section.

TABLE 9-6-3-A
PARKING AREA DESIGN

Development Standard	Measurement		
	DMX-1	DMX-2	DMX-3
Parking lot location (minimum setback):			
Setback from front property line	10' min .	10' min .	15' min .
Setback from side property line	5' min .	5' min .	5' min .
Setback from street side property line	10' min .	10' min .	10' min .
Setback from rear property line	4' min .	4' min .	4' min .

B. Encroachments: Permanent structures or improvements, including, but not limited to, planter boxes, seating, galleries, and awnings, are allowed within the public right of way within the DMX-1 and DMX-2 districts with approval of an encroachment agreement. Encroachments into the public right of way shall be in conformance with the standards in table 9-6-3-B1, "Encroachments", of this section and shown in figures 9-6-3-B1, "Encroachments", and 9-6-3-B2, "Sidewalk Clearance", of this section.

TABLE 9-6-3-B1
ENCROACHMENTS

Development Standard	Measurement		
	DMX-1	DMX-2	DMX-3
Encroachment location:			
Front and street side (maximum encroachment distance)	8'	8'	Permanent encroachments not allowed in the DMX-3 district
Clear space to curb (minimum distance to maintain clear at all times)	4'	4'	
Clear walk path (minimum distance to maintain clear at all times)	4'	4'	
Vertical clear area to sidewalk (minimum distance to maintain clear at all times)	8'	8'	

FIGURE 9-6-3-B1
ENCROACHMENTS

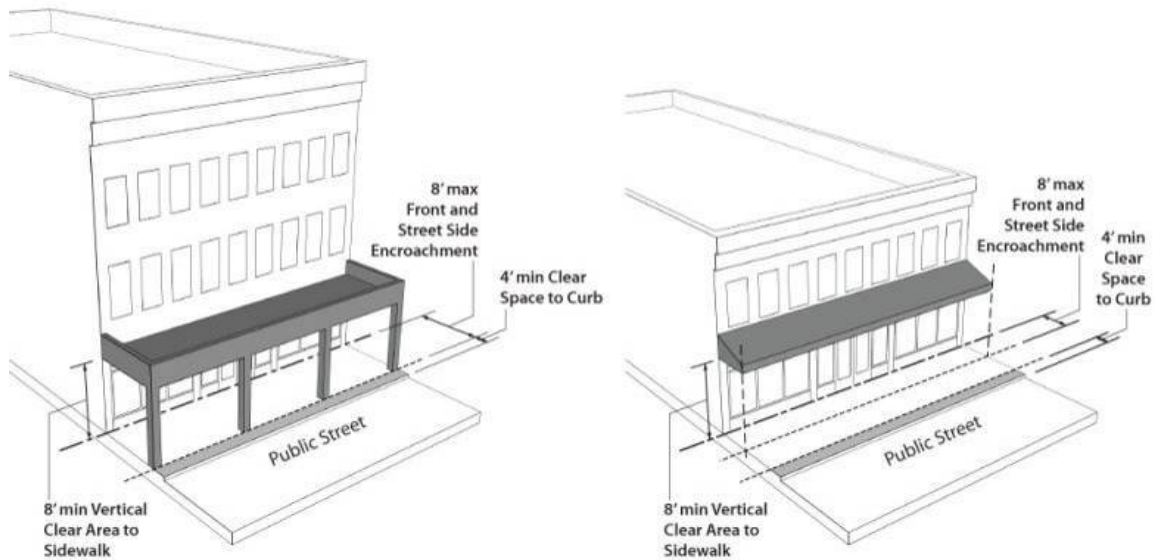
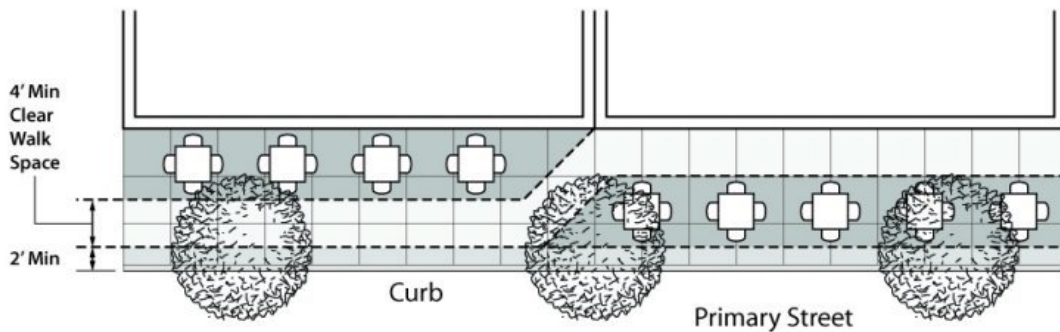


FIGURE 9-6-3-B2
SIDEWALK CLEARANCE



(Ord. 2013-05, 2-6-2014)

9-6-4: ARCHITECTURAL DESIGN STANDARDS:

This section includes architectural design standards for all new buildings, renovated buildings, and remodels within the downtown.

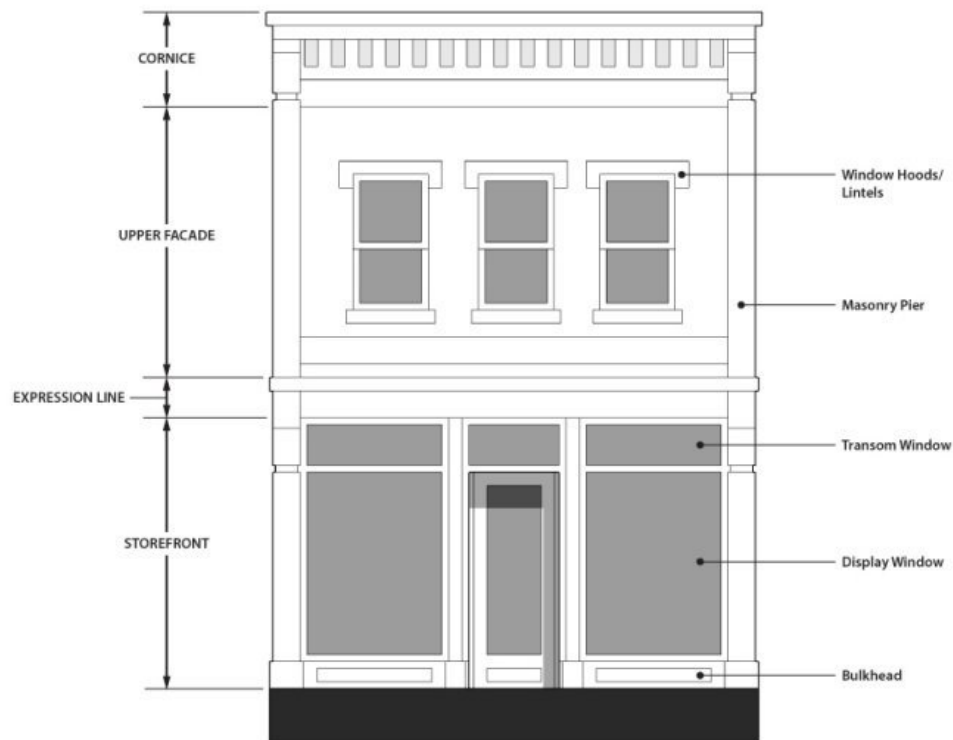
The city shall not require more than twenty percent (20%) of the construction costs for the building to be toward architectural detailing. Documentation showing the cost of the detailing relative to the overall cost of the structure will only need to be submitted by the applicant if they seek relief as part of the site plan and architectural design review process.

A. Architectural Details:

1. New and remodeled buildings within the downtown shall include architectural detailing consistent with the design character of the DMX district within which it is located. Design features include, but are not limited to, the following concepts identified below and illustrated in figure 9-6-4-A1, "Design Concepts", of this section:
 - a. Detailed cornice such as relief banding, tile banding, and accent tiles;
 - b. Trim around windows (e.g., window hoods and lintels) and doors;
 - c. Windows with muntins or glazing bars (elements that divide the window into multiple panes/lites) and/or mullions (structural elements that divide adjacent window units);
 - d. Expression lines between the first and second floors of multi-story buildings;
 - e. Transom windows on the first floor;
 - f. Recessed entries;
 - g. Large display windows that run the length of the building frontage; and

h. Wainscot base treatments along the bulkhead.

FIGURE 9-6-4-A1
DESIGN CONCEPTS



2. The physical design of building facades shall vary every twenty (20) to thirty (30) linear feet. This can be achieved through such techniques as:

- a. Architectural division into multiple buildings,
- b. Break or articulation of the facade,
- c. Significant change in facade design,
- d. Placement of window and door openings, or
- e. Position of awnings and canopies.

B. Building Materials: Building materials and finishes shall be selected to reinforce the overall design intent of the project and be consistent with the desired architectural character of the building. Buildings and structures shall be constructed with durable, low maintenance, and timeless building materials of the same or higher quality as surrounding developments. See figure 9-6-4-B1, "Building Materials", of this section.

1. The following materials are encouraged, but not required:

a. Roofs:

- (1) Barrel "U" shaped mission tile in a natural terra cotta or clay earth tone color;
- (2) Concrete tiles in terra cotta or earth tones;
- (3) Exposed wood structural members such as rafter tails, roof beams, and corbels;
- (4) Copper accents, gutters, downspouts, and scuppers;
- (5) Built up stucco or preformed molding on parapets for flat roof buildings.

b. Building walls:

- (1) Stucco (with hand troweled, smooth appearance), adobe, terra cotta, brick, replica brick, and cut stone are all acceptable materials to use on a main surface of a building;
- (2) Wood surfaces in the form of lap siding or board and batten may be used when consistent with architectural character of the building;
- (3) Ornamental tiles, wood, and bricks can be used as trim or accents around the base of the building;
- (4) Split face block may be used on unexposed sides and rears of buildings.

2. The following materials are prohibited:

a. Roofs:

- (1) Brightly colored glazed roofing tiles; and
- (2) Wood shingles and shake roofs.

b. Building walls:

- (1) Synthetic materials of poor quality;
- (2) Corrugated fiberglass;
- (3) Coarsely finished or unfinished plywood;
- (4) Metal siding;
- (5) Unfinished concrete block and split face block;
- (6) Shingles and T-111 siding;
- (7) Slumpstone block; and
- (8) Stucco when applied by sprayer (lace, sand finishes).

FIGURE 9-6-4-B1
BUILDING MATERIALS

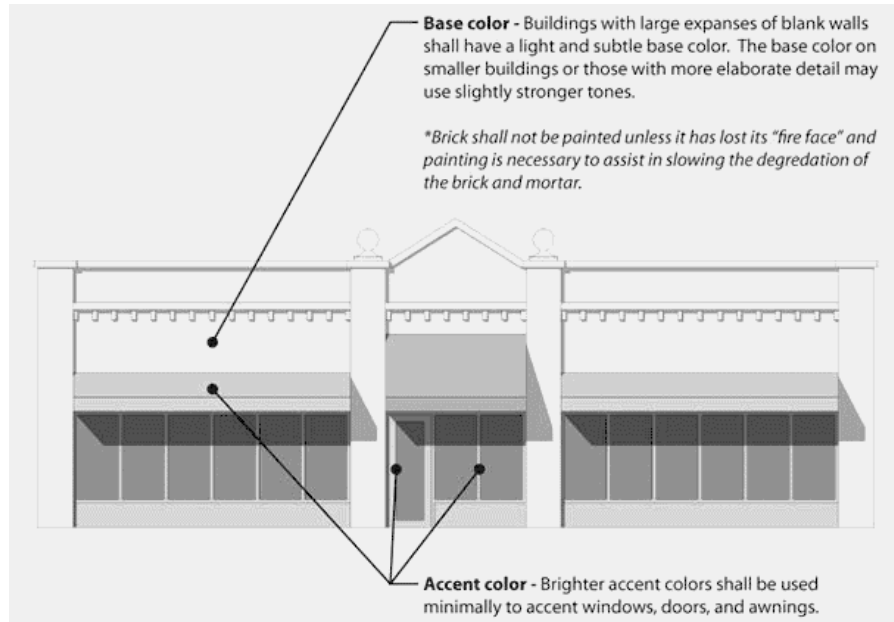


C. Colors And Painting: Color is an important aspect of the overall building design and character. Palettes shall be balanced, using the correct proportions between the lighter base colors and the brighter accent colors. Colors are to be chosen from the city adopted historic color palette, which is the Benjamin Moore Historic Colors palette, the America's Colors palette, and the Ready Mixed Colors palette. See figure 9-6-4-C1, "Building Color", of this section.

1. Brick: Brick shall not be painted unless it has been determined by the chief building official that the brick has lost its fire face and clear coat painting is necessary to assist in slowing the degradation of the brick and mortar.
2. Base Color: Buildings with large expanses of blank walls shall have a light and subtle base color. The base color on smaller buildings or those with more elaborate detail may use slightly stronger tones. Examples of base colors include, but are not limited to, light gray, cream, white, pale flesh, pale yellow, light beige, sage green, and caramel.

3. Accent Color: Brighter accent colors shall be used minimally to accent windows, doors, and awnings. Special materials such as glazed tile can also be used to introduce accent colors on building facades. Examples of accent colors include, but are not limited to, forest green, deep blue green, brick red, deep blue, and sea green.

FIGURE 9-6-4-C1
BUILDING COLOR



D. Landmark Buildings: The city encourages that new and remodeled buildings on corner lots in the DMX-1 zone be developed with the following features, achieving a concept called "landmark buildings" where corner lots have a more prominent presence and character than interior lots.

1. Utilize a multi-story design (at least 2 stories tall) with full, habitable upper floors;
2. Utilize corner treatments, including the use of towers, angled entries, balconies, and plaza areas;
3. Incorporate a higher level of architectural treatment than interior lots, including, but not limited to, articulated parapets and enhanced facade detail and trim (e.g., detailed cornice and expression line).

E. Lighting: Lighting shall be used to enhance the architectural details of a building, such as spotlighting for a shadow effect, to provide security to a building and to indicate whether a business is open. In addition to the requirements of section [9-5B-4](#), "Outdoor Lighting", of this title, development within the downtown shall comply with the following lighting standards:

1. Lighting fixtures shall be attractively designed to complement the architecture of the project. Accent lighting should be used to accent building details such as tower elements, ornamental windows, and tile, or to accent landscaping.
2. Lighting should improve visual identification of residences and businesses and create an inviting atmosphere for passersby.
3. Wall mounted lights should be used to the greatest extent possible to minimize the total number of freestanding light standards and shall be well detailed to complement the building architecture.
4. Parking lot lighting fixtures should not exceed twenty four feet (24') in height. When within fifty feet (50') of residential properties, fixtures should not exceed eighteen feet (18').
5. The light source used in outdoor lighting should provide a warm, calm glow, such as yellow light.
6. Street lighting shall be provided consistent with the city's improvement standards and other adopted lighting standards for the downtown, including specifically the type and style of historic light fixture similar to those existing in downtown. See figure 9-6-4-E1, "Street Lighting", of this section for an example.

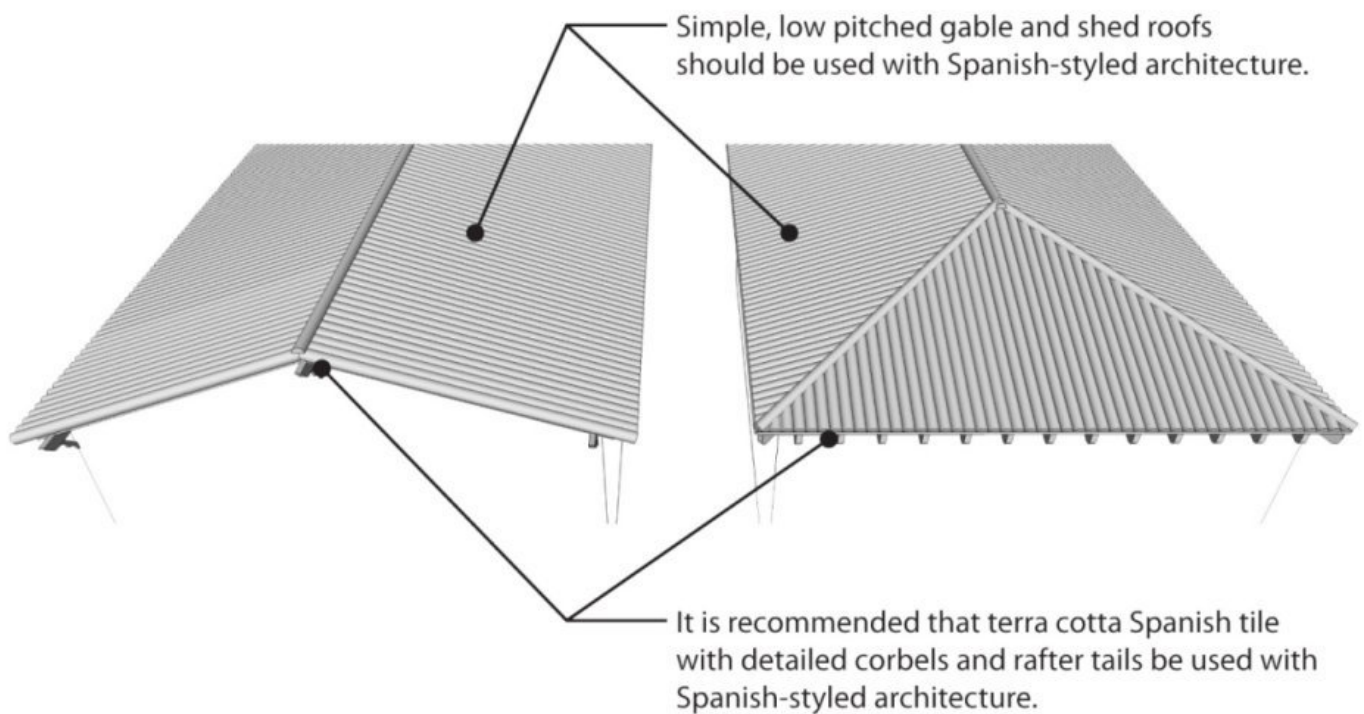
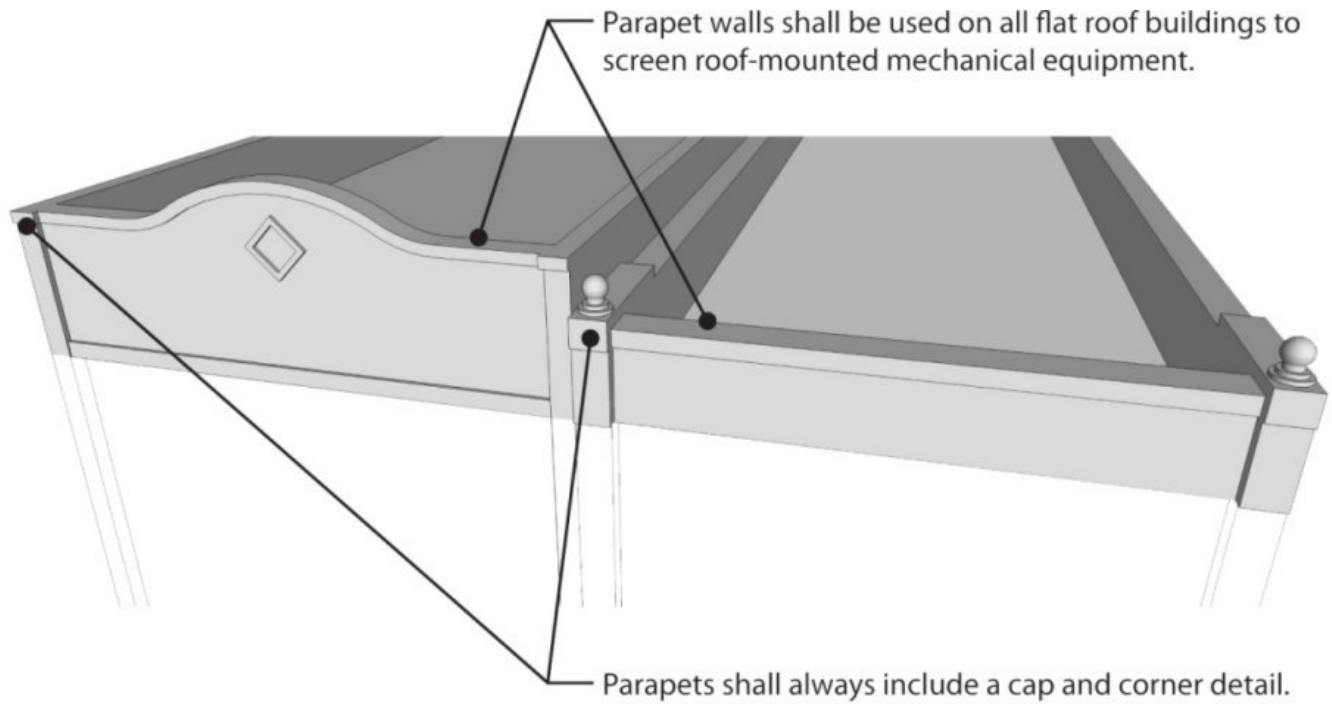
FIGURE 9-6-4-E1
STREET LIGHTING



F. Roof Forms: The following are the required design of roofs within the downtown. See figure 9-6-4-F1, "Roof Forms", of this section.

1. Parapet walls shall be used on all flat roof buildings to screen roof mounted mechanical equipment. Parapets shall always include a cap and corner detail.
2. The visible portion of sloped roofs should be sheathed with a roofing material complementary to the architectural style of the building and other surrounding buildings.
3. Simple, low pitched gable and shed roofs should be used with Spanish styled architecture. Terra cotta Spanish tile with detailed corbels and rafter tails can also be used.

FIGURE 9-6-4-F1
ROOF FORMS



G. Windows, Doors, And Awnings: New and remodeled windows, doors, and awnings shall meet the following standards:

1. Recess doors and windows to give the appearance of traditional, thick masonry walls consistent with architecture of the early 1900s and to produce interesting shadows.
2. Provide large storefront windows along first floor elevations accessible by the general public. These windows open up the sidewalk to create an inviting pedestrian atmosphere.
3. Use consistent treatment and types of windows and door frames across the entire building (or tenant space when a building is visually broken down to appear as multiple buildings from the street).
4. Windows shall include muntins or glazing bars (elements that divide the window into multiple panes/lites) and/or mullions (structural elements that divide adjacent window units) consistent with the architectural style of the building.
5. Awnings and canopies shall be constructed of canvas and metal. Textured plastic is not allowed.

6. Store entrances should open onto the public sidewalk. Space entrances to stores, particularly in the DMX-1 district, between twenty feet (20') and thirty feet (30') apart.
7. Windows shall not be reflective or dark glass and may not be tinted more than to meet building energy codes. (Ord. 2013-05, 2-6-2014)

9-6-5: BUILDING TYPES AND FRONTAGES:

A. Overview Of Standards: This section identifies the types of buildings and frontages allowed within downtown. Frontage type refers to the architectural composition of the front facade of a building, particularly concerning how it relates and ties into the surrounding public realm. The downtown Lemoore frontage types are intended to enhance social interactions in the historic downtown while simultaneously providing appropriate levels of privacy in residential areas. All new development within the downtown shall be consistent with one or more of the building and frontage types allowed within the applicable DMX district.

There are nine (9) types of buildings and frontages that can be developed throughout the downtown. The types allowed in each downtown district are listed in subsection B, "Allowed Buildings And Frontages In Each DMX District", of this section. The frontage types are defined, along with specific development standards for each type, in subsection C, "Building And Frontage Definitions And Standards", of this section.

B. Allowed Buildings And Frontages In Each DMX District: Allowed building and frontage types in the different DMX districts are listed in table 9-6-5-B1, "Allowed Buildings And Frontages", of this section. The symbols in the table shall have the following meanings:

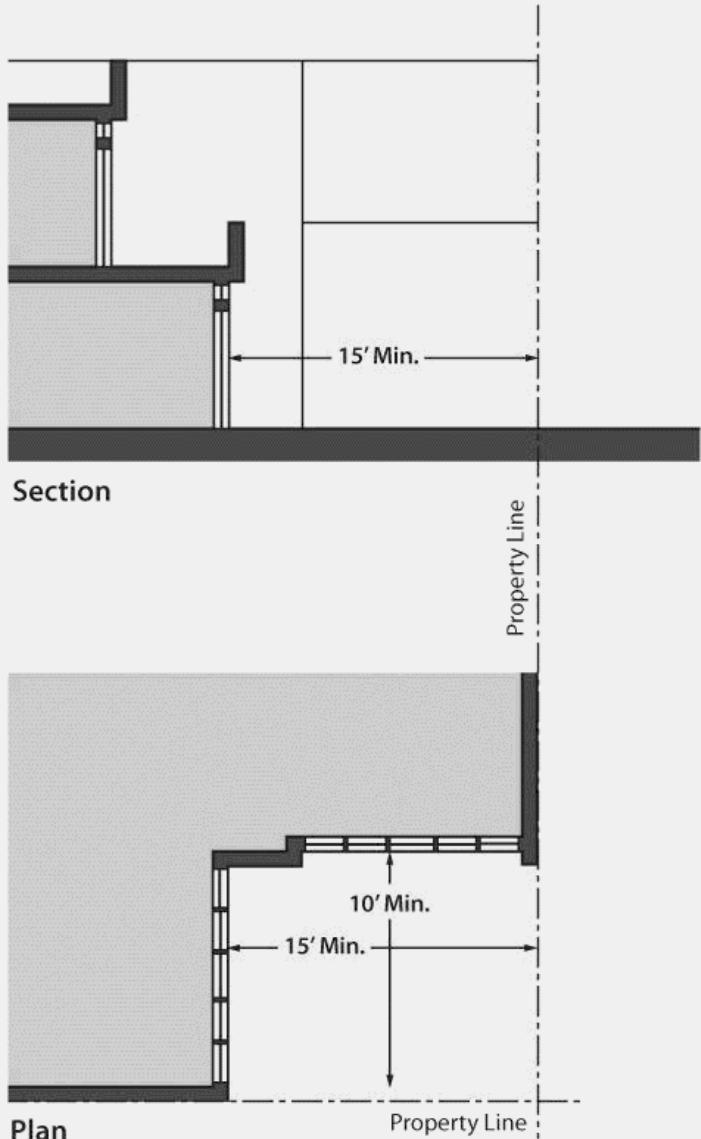
1. An "A" means that the building and frontage type is allowed;
2. An "E" means that the building and frontage type is preferred and encouraged; and
3. An "N" means that the building and frontage type is not permitted.

TABLE 9-6-5-B1
ALLOWED BUILDINGS AND FRONTAGES

Building And Frontage Type	Allowed Buildings And Frontages By Downtown District		
	DMX-1	DMX-2	DMX-3
Alley/paseo - active	E	A	N
Alley/paseo - nonactive	A	A	A
Balcony/bay window	A	N	N
Gallery - deck or roof	E	N	N
Historic home/office conversion	A	A	E
Porch	N	A	A
Row house	N	A	A
Storefront	E	A	N

C. Building And Frontage Definitions And Standards: The following defines the various building and frontage types allowed in the downtown. Each type includes text and illustrations describing the features that define the building and its frontage. It also includes a series of development standards for each type (e.g., minimum spacing between supporting columns). Development applications will be reviewed for consistency with these standards as part of site plan and architectural review and building permit plan check. These standards are in addition to any requirements of the city adopted building and fire codes as may be required at the time of building permit issuance.

ALLEY/PASEO - ACTIVE



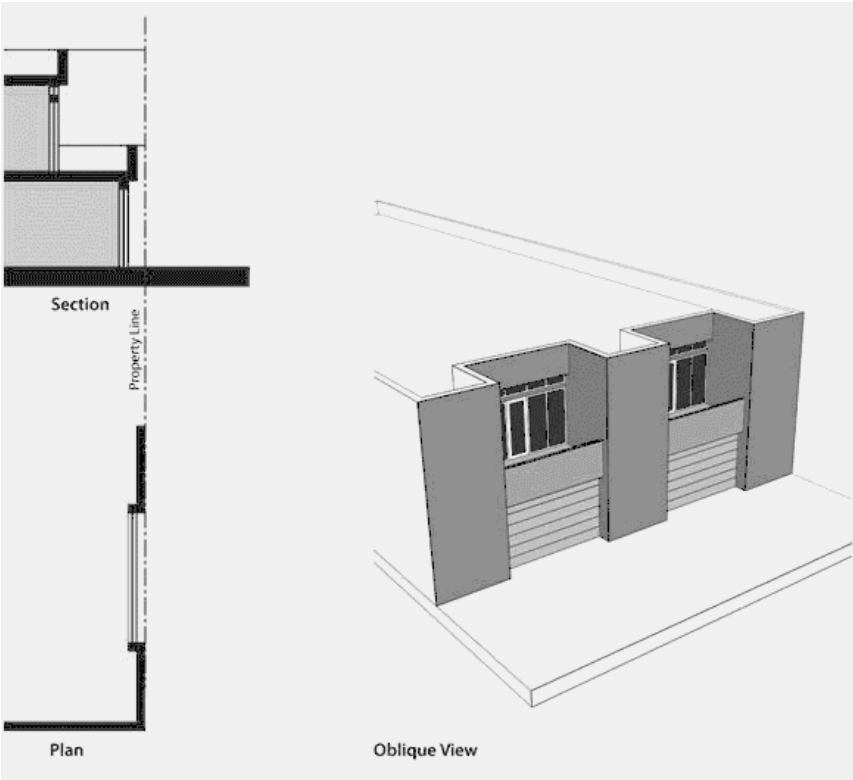
Oblique View

Alley/Paseo - Active Description: The active alley/paseo frontage is the development of the rear of a building abutting an alley with an active pedestrian area. Examples include patio seating for restaurants, primary entrances for ground floor businesses, and other gathering spaces for pedestrians. While alleys are typically used as the service areas for buildings (e.g., trash collection, utility service), the city recognizes that parcels in the downtown have substantial depth and present an opportunity for property owners to create multiple tenant spaces at both ends of their buildings.

Alley/Paseo - Active Dimensions

Development Standard		Measurement
Pedestrian area:		
	Width	10 feet minimum
	Depth	15 feet minimum

ALLEY/PASEO - NONACTIVE

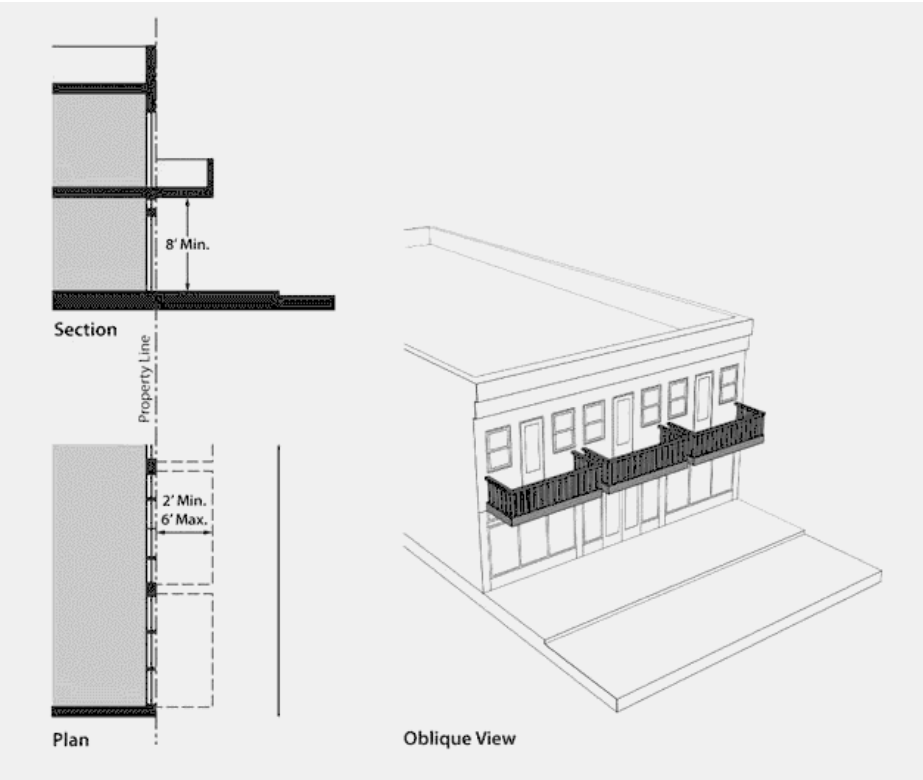


Alley/Paseo - Nonactive Description: The nonactive alley/paseo frontage is the development of a building directly abutting the rear property line where there is an alley. This type of frontage may have secondary/emergency access to the building, along with utility and service access. This type of frontage is appropriate for retail and office buildings throughout the downtown, as well as row houses with alley access garages. This frontage type does allow for a balcony or balconies to be built along the frontage, provided the balcony does not encroach into the alley.

Alley/Paseo - Nonactive Dimensions

Development Standard	Measurement
There are no specific development standards for the alley/paseo - nonactive building and frontage beyond the building placement and height standards in section 9-6-2 , "Base Development Standards", of this chapter.	

BALCONY/BAY WINDOW

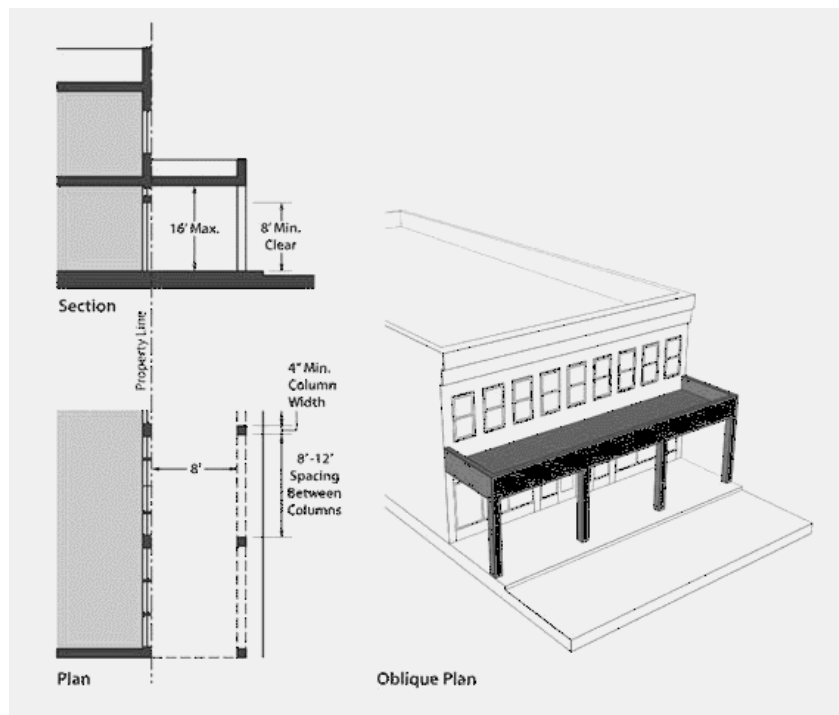


Balcony/Bay Window Description: A balcony/bay window frontage is characterized by a facade which is aligned close to or directly on the build-to line with the building entrance at the sidewalk grade and by a balcony or bay window projecting into the right of way on a floor other than the ground floor. This frontage is typically appropriate for ground floor retail or restaurant use with office or residential above. An encroachment agreement is needed to construct this frontage type.

Balcony/Bay Window Dimensions

Development Standard		Measurement
Depth		2 feet minimum
		6 feet maximum
Height (base to sidewalk)		8 feet minimum clear
Percentage of building front (collective)		50 percent to 100 percent
Doorways (ground floor):		
Doorway inset		0 feet to 12 feet
Doorway width		5 feet to 11 feet
Ground floor windows:		
Window width		5 feet to 7 feet
Window height (allowed range)		6 feet to 7 feet

GALLERY - DECK OR ROOF



Gallery - Deck Or Roof Description: A gallery - deck or roof frontage is characterized by a facade which is aligned close to or directly on the build-to line with the building entrance at the sidewalk grade and with an attached colonnade deck that projects over the public sidewalk and encroaches into the public right of way. The sidewalk must be fully absorbed within the colonnade so that a pedestrian may not bypass it. The colonnade may project over the public sidewalk, provided that the upper stories of the building do not also project over the public sidewalk. This frontage is typically appropriate for retail use. An encroachment agreement is needed to construct this frontage type.

Gallery - Deck Or Roof Dimensions

Development Standard		Measurement
Depth		8 feet
Height (base to sidewalk)		8 feet minimum clear 16 feet maximum
Percentage of building front		100 percent
Spacing between columns		8 feet minimum to 12 feet maximum
Minimum column width		4 inches
Doorways (ground floor, allowed ranges):		
	Doorway inset	0 feet to 12 feet
	Doorway width	5 feet to 11 feet
Ground floor windows (allowed ranges):		
	Window width	5 feet to 7 feet
	Window height	6 feet to 7 feet

HISTORIC HOME/OFFICE CONVERSION



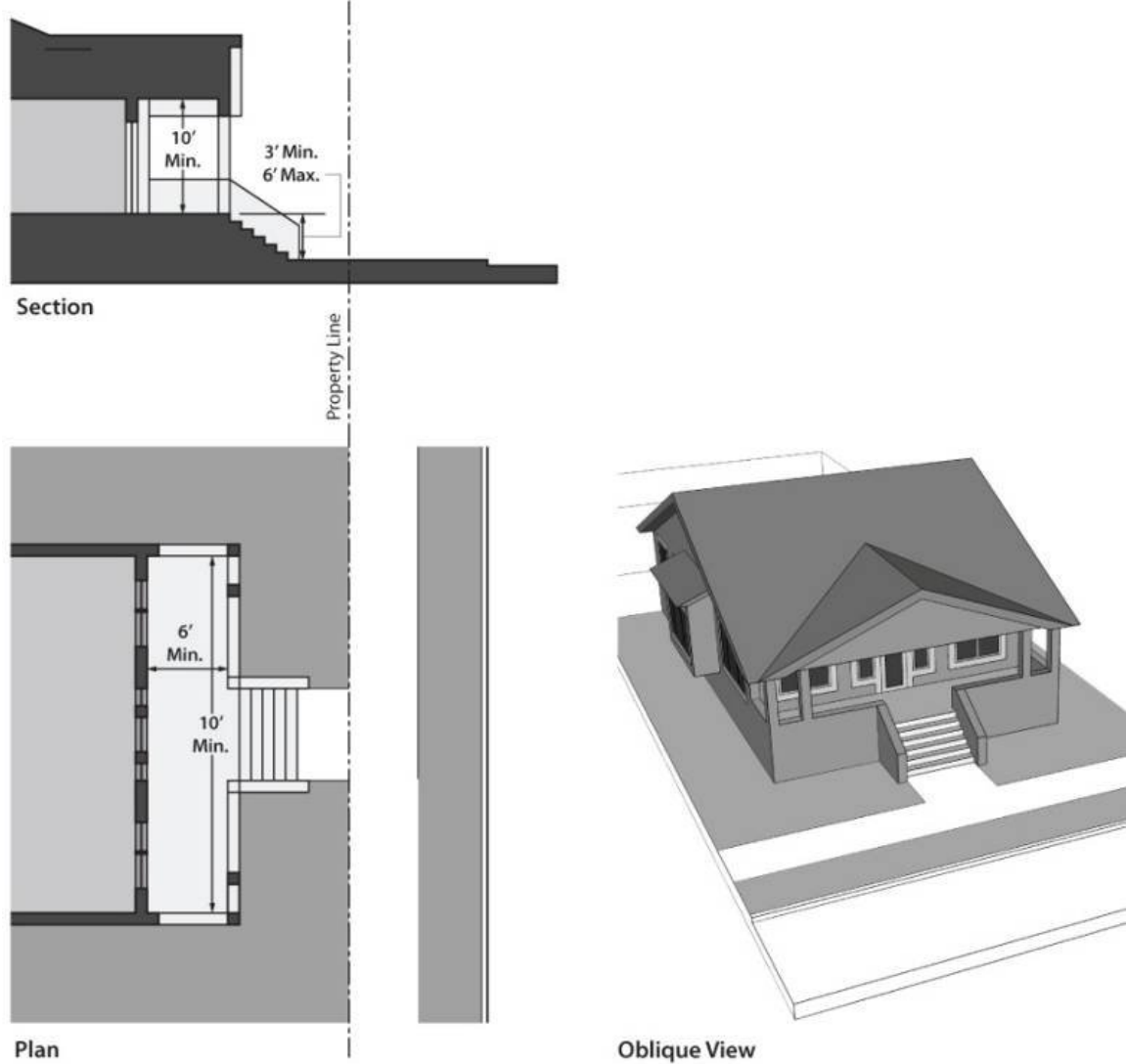
Historic Home/Office Conversion Description: The historic home/office conversion frontage is the reuse of an existing home for a nonresidential use (typically office or general medical service), or the development of a new structure to resemble a historic home that has been converted to an office use.

Historic Home/Office Conversion Dimensions

Development Standard	Measurement
Setback	20 feet maximum
Distance to porch	6 feet minimum 20 feet maximum
Porch height above sidewalk grade	3 feet minimum 6 feet maximum
Porch width	10 feet minimum
Porch depth	6 feet minimum
Clearance above porch to roof	10 feet minimum

Note: ADA ramp(s) shall be located to connect to the side of the porch. Ramps are exempt from setback standards.

PORCH

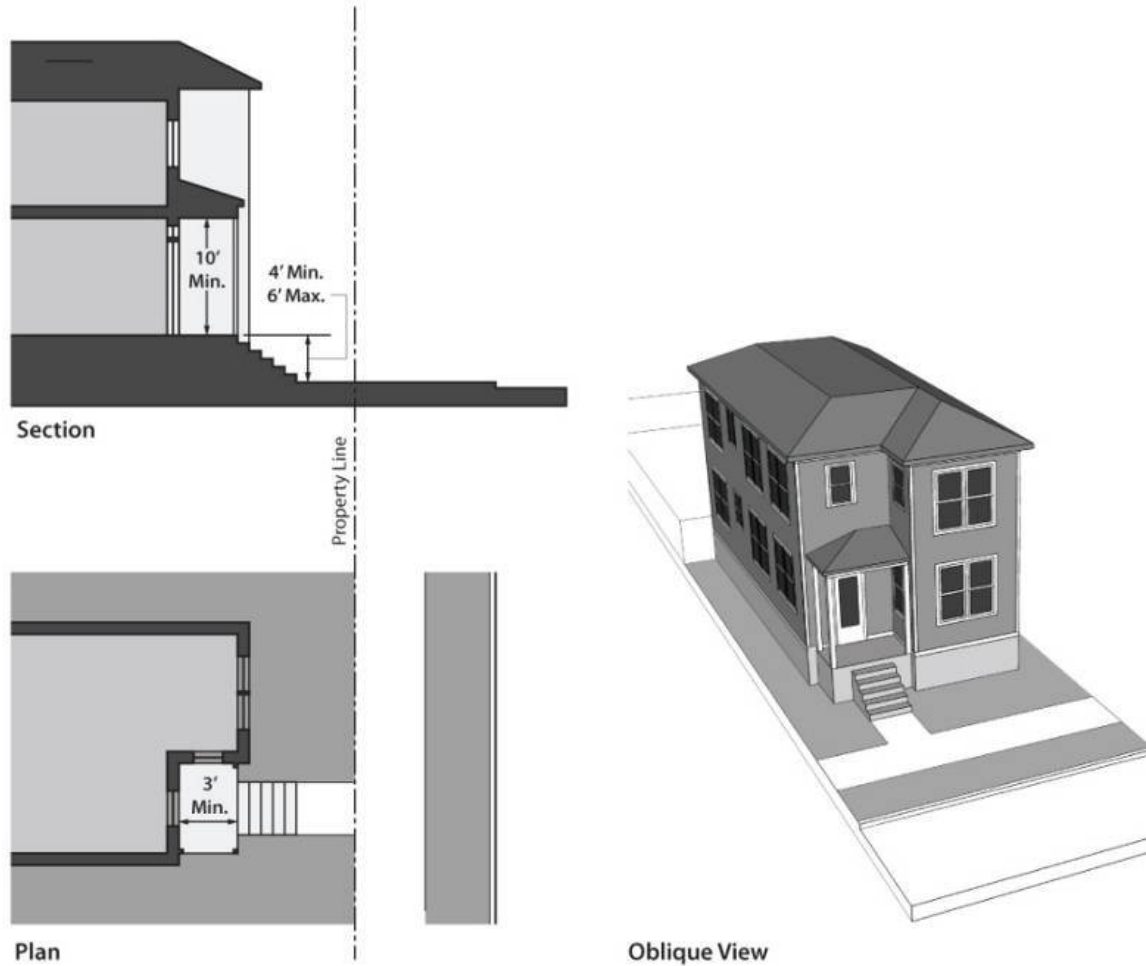


Porch Description: The porch frontage is intended for residential uses. The type is characterized by a covered, active outdoor living space connected to the front of the building. The porch shall be raised above the finished grade of the lot and adjacent public sidewalk.

Porch Dimensions

Development Standard	Measurement
Porch height above sidewalk grade	18 inches minimum 6 feet maximum
Porch width	10 feet minimum
Porch depth	6 feet minimum
Clearance above porch to roof	8 feet minimum

ROW HOUSE

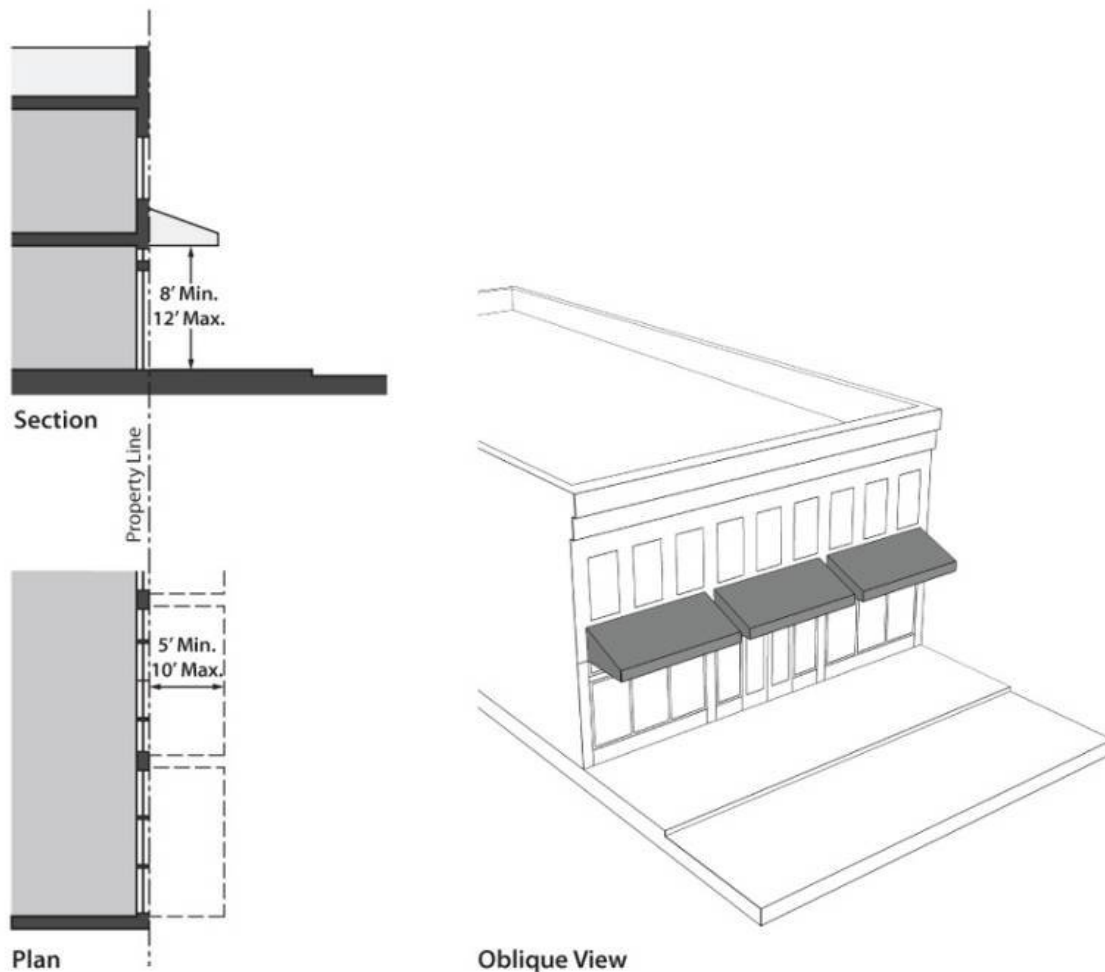


Row House Description: A row house is a residential dwelling with little to no side yard. The entrance to the dwelling is raised above the sidewalk in order to create privacy for the occupant. Living spaces are located at the front of the unit. Parking is accessible from the alley behind the unit.

Row House Dimensions

Development Standard	Measurement
Stoop height above sidewalk grade	18 inches minimum 6 feet maximum
Stoop depth	3 feet minimum
Clearance above stoop	8 feet minimum

STOREFRONT



Storefront Description: A storefront frontage is characterized by a facade which is aligned close to or directly on the public right of way line with the building entrance at sidewalk grade. Storefront frontages have substantial glazing on the ground floor and provide awnings or canopies cantilevered over the sidewalk. Building entrances may either provide a canopy or awning, or alternatively, may be recessed behind the front building facade. Awnings over the public sidewalk require approval of an encroachment agreement.

Storefront Dimensions

Development Standard	Measurement
Awning depth	3 feet minimum 8 feet maximum
Height (base to sidewalk)	8 feet minimum clear 12 feet maximum
Doorways (allowed range):	
Doorway inset	0 feet to 12 feet
Doorway width	5 feet to 11 feet
Ground floor windows (allowed range):	
Window width	5 feet to 7 feet
Window height	6 feet to 7 feet

(Ord. 2013-05, 2-6-2014)

9-6-6: SPECIAL DESIGN AND OPERATIONAL STANDARDS:

The following are special development standards for the downtown pertaining to trash enclosures and utilities. These standards are intended to ensure that services for properties within the downtown are planned and developed in a manner that is consistent with the overall character of the area.

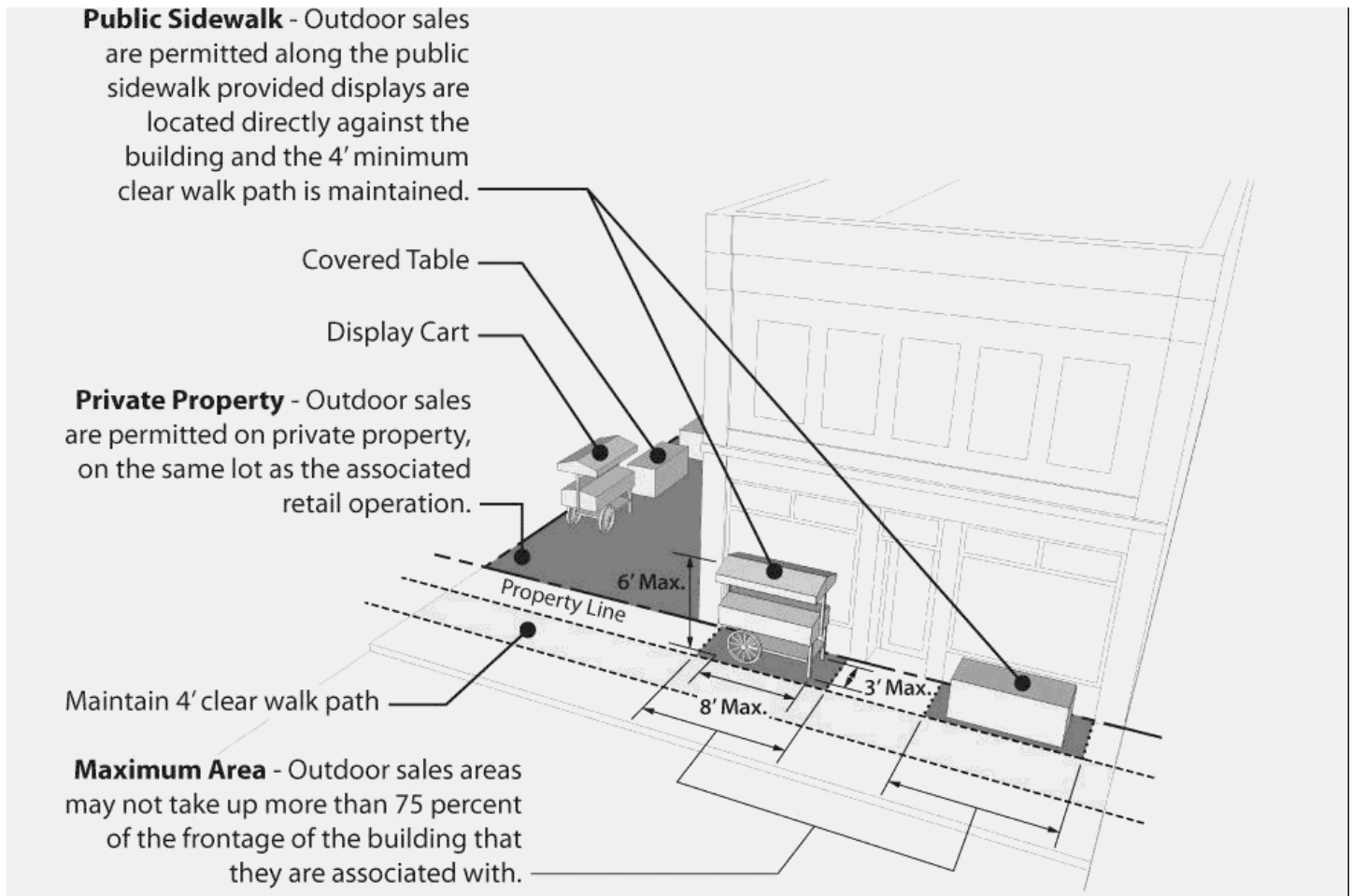
A. Outdoor Dining: The development standards below apply to all outdoor seating for food uses, including both fixed and movable seats. These standards are intended to be consistent with the requirements of the state alcoholic beverage control agency.

1. Location: Seating shall be located proximate to the dining establishment. Where seating is located within the public right of way, an encroachment agreement shall be required and seating areas shall be installed consistent with subsection 9-6-3B, "Encroachments", of this chapter, specifically maintaining a clear walk path as illustrated in section 9-6-3, figure 9-6-3-B2, "Sidewalk Clearance", of this chapter.
2. Enclosure: An enclosure wall, fence, or planter shall be required around any outdoor seating areas with restaurant table service where alcohol is served, consistent with state licensing requirements. Walls, fences, and planters shall not exceed a maximum height of three and one-half feet (3.5'). The wall/fence may be extended to a maximum height of six feet (6') if the area above three and one-half feet (3.5') remains primarily open view (e.g., glass, wrought iron).

B. Outdoor Sales (Temporary): The following development and operational standards apply to all temporary outdoor sales. See also figure 9-6-6-B1, "Temporary Outdoor Sales", of this section.

1. Location: Outdoor sales are allowed to occur when consistent with the following standards:
 - a. On private property, on the same lot as the associated retail operation; and
 - b. Along the public sidewalk when consistent with subsection 9-6-3B, "Encroachments", of this chapter, specifically maintaining a clear walk path as illustrated in section 9-6-3, figure 9-6-3-B2, "Sidewalk Clearance", of this chapter. Displays shall be located directly against the building and not along the curbside.
2. Maximum Area: Outdoor sales areas may not take up more than seventy five percent (75%) of the frontage of the building that they are associated with.
3. Product Display: Products shall be displayed as follows:
 - a. Tables: Products displayed on tables shall be kept organized at all times. The tables shall be covered with a table cloth or skirt such that the legs and under table area is screened.
 - b. Display Carts: Display carts shall be no taller than six feet (6'), no longer than eight feet (8'), and no wider than three feet (3').
4. Term: Products may only be displayed outdoors during the business hours of the associated retail use. Goods may not be displayed outside overnight.

FIGURE 9-6-6-B1
TEMPORARY OUTDOOR SALES



C. Outdoor Storage And Sales (Permanent): The following development and operational standards apply to all permanent outdoor storage.

1. Location: Outdoor storage and permanent sales are allowed in the rear of the lot or within interior side yards. Outdoor storage is not allowed within front and street side yards.
2. Maximum Area: The maximum area allowed for outdoor storage shall be twenty five percent (25%) of the total lot area.
3. Enclosure/Screening: Outdoor storage areas shall be enclosed through the use of walls or fencing. The maximum allowed fence height is six feet (6'). Fencing shall be of a solid surface, blocking all views into the storage space, such as CMU block (required to be treated with a graffiti resistant material) and solid wood.
4. Storage Area Maintenance And Upkeep When Visible From Public Right Of Way: When the storage area is viewable from the public right of way (e.g., sidewalk), the storage area shall be regularly maintained and kept orderly and clean such that it does not create a public nuisance.

D. Trash Collection: The following provisions describe the city's minimum standards for the design and location of trash and other refuse collection areas as part of new development.

1. Trash storage must be fully screened from public streets, subject to design approval from the city and operational approval from the public works department. Where practical, storage at common enclosures is preferred. Other design solutions may include, but are not limited to, incorporating within the main structure (subject to compliance with city adopted building and fire codes) or within a separate freestanding enclosure.
2. Trash enclosures shall be architecturally compatible with the project. Examples include use of the same materials and colors as the building.
3. Refuse containers and service facilities shall be screened from view by solid masonry walls with powder coated solid metal doors. Chainlink or wood fencing is prohibited.
4. When possible, trash enclosures shall be located away from residential uses to minimize nuisance for the adjacent property owners.

E. Utilities: Utilities for new development and redevelopment of property shall be integrated either into the structure(s), placed underground, or otherwise designed as an integral part of the project. (Ord. 2013-05, 2-6-2014)

9-6-7: CONVERSION OF RESIDENCES TO NONRESIDENTIAL USES:

A. Purpose: The purpose of this section is to provide development standards that accommodate the conversion of historic residences for nonresidential use in the DMX zone districts, while maintaining the historic character of the neighborhoods.

B. Development Standards: When existing buildings that have historically been used as residences are converted to nonresidential uses the standards of this section shall be met.

1. Significant Alteration: For existing residences, exterior alterations or additions will be permitted so long as they do not significantly alter the original architectural style and provided that the changes enhance or upgrade the property.
2. Standards For Conversion: Exterior modifications to buildings shall be minimized to the extent possible. When exterior modifications are made, the standards in table 9-6-7-B, "Standards For Conversion To Nonresidential Use", of this section shall be met.

TABLE 9-6-7-B
STANDARDS FOR CONVERSION TO NONRESIDENTIAL USE

Development Standard	Measurement
Setback - front	20 feet minimum
Setback - interior side	5 feet minimum
Setback - corner side	10 feet minimum
Setback - rear	5 feet minimum
Building height	35 feet maximum

3. Porches And Handrails: Buildings with existing front and/or side yard covered porches and handrails that are indicative of the architectural style shall remain and be improved.
4. Parking: Parking shall be located in the rear of the lot. Parking shall not be allowed in the front or corner side setback areas of a corner lot.
5. Access: Parking shall only be accessed from the alley. (Ord. 2013-05, 2-6-2014)

Chapter 32

ENCROACHMENTS INTO PUBLIC RIGHT-OF-WAY

SECTION 3201 – GENERAL

3201.4 *Revise this section as follows:*

3201.4 Drainage. Drainage water collected from a roof, awning, canopy, or marquee, and condensate from mechanical equipment shall be conducted to the building drain or building sewer, and shall not flow over a public walking surface.

SECTION 3202 – ENCROACHMENTS

3202.3.1 *Replace this section as follows:*

3202.3.1 Awnings, canopies, marquees and signs. Awnings, canopies, marquees and signs shall be constructed so as to support applicable loads as specified in Chapter 16.[←] Canopies shall be allowed only over entrance doorways and only for Occupancy Groups A, B, F-1, M, S-1, S-2 and R. Canopies may be constructed as awnings and with the same limitations except that:

1. The maximum width shall be 10 feet (3.048 m); and
2. The maximum extension over public sidewalk may be to a point 2 feet (0.61 m) from the curb; and
3. The outer column support shall be located in the outer one-third of the sidewalk.

3202.3.2 *Replace this section as follows:*

3202.3.2 Windows, balconies, architectural features and mechanical equipment.[←]

A 3-foot (0.914 m) projection shall be permitted for bay and oriel windows when the clearance above grade is at least 10 feet (3.048 m) and the width of the sidewalk is greater than 9 feet (2.74 m). Where the sidewalk width is 9 feet (2.74 m) or less, the projection shall not exceed 2 feet (0.61 m).

For all other appendages, a 2-foot (0.61 m) projection is permitted when the clearance above grade is at least 10 feet (3.048 m). The projection may be increased 1 inch (25.4 mm) for each additional foot of clearance over 10 feet (3.048 m), to a maximum of 4 feet (1.219 m).

3202.3.4 *Add the following after the first paragraph as follows:*

A covered pedestrian walkway may be constructed over a street between buildings of only Types I-A and I-B construction. Permission from the Board of Supervisors and approval of the Department of Public Works and Planning Commission is required. The pedestrian walk-way shall comply with the following conditions:

1. The pedestrian walkway shall be equipped with an automatic sprinkler system. The supporting structure shall be three-hour fire-resistive construction. Columns located within 8 feet (2.438 m) of the

curb, or otherwise vulnerable to vehicle impact, shall either be designed for such impact or protected from the impact.

2. The openings in the exterior walls of the buildings at the ends of the pedestrian walkway shall be protected by 1½ hour fire assemblies.

SECTION 3203 – SIDEWALK CONSTRUCTION

<i>3203 Add a section as follows:</i>

3203.1 General. Sidewalks shall be constructed in accordance with the Public Works Code.

Sidewalks over excavated areas shall be supported on noncombustible construction with 3-hour fire-rated protection. The sidewalk shall be waterproofed by use of a hot mopped asphalt membrane or other approved means.

3203.2 Openings in Sidewalks.

3203.2.1 Sidewalk trapdoor. Every basement extending under the sidewalk shall have an approved sidewalk trapdoor. The minimum size of the trapdoor opening shall be 4 feet by 4 feet (1.219 m by 1.219 m). However, trapdoors shall not be required where the basement is provided with an automatic sprinkler system.

3203.2.2 Sidewalk elevators. All openings hereafter constructed in sidewalks for sidewalk elevators shall be located in the outer half of the sidewalks, next to the curb. The outer edges of the openings shall be not more than 30 inches (762 mm) from the outer line of the curb. The length of the sides of the openings at right angles to the curb shall not exceed one-half of the width of the sidewalk and in no case shall it exceed 5 feet (1.524 m).

3203.2.3 Any other purpose. Openings on the sidewalks for any other purpose, if placed outside the property line, shall be covered with approved gratings having a maximum opening between bars of ½ inch (12.7 mm), or with covers having a rough surface, and rabbeted flush with the sidewalk. When a cover is placed in any sidewalk, it shall be placed as near as practicable to the line of the curb. All spaces under sidewalks shall be thoroughly ventilated.

3203.2.4 Framing. All framing supporting only the sidewalk opening shall be of noncombustible material.

3203.2.5 Guards. Metal guards will be required for openings in sidewalks in accordance with the Police Code.

3203.3 Electrical Transformers. No portion of any electrical transformer pad shall be constructed, nor electrical transformer installed on the surface of any portion of any public sidewalk.

Chapter 32 Encroachments Into the Public Right-Of-Way

Section 3201 General

3201.1 Scope

The provisions of this chapter shall govern the encroachment of structures into the public right-of-way.

3201.1.1 Encroachments Removable

All encroachments permitted beyond the street line by the provisions of this chapter shall be constructed so that they may be removed at any time without endangering the structural safety or fire safety of the building except that footings as permitted under Section 3202.1.1 of this code need not be removable.

3201.2 Measurement

The projection of any structure or portion thereof shall be the distance measured horizontally from the lot line to the outermost point of the projection.

3201.3 Other Laws

The provisions of this chapter shall not be construed to permit the violation of other laws regulating the use and occupancy of public property.

3201.3.1 Restrictions on Construction and Projections on Certain Streets, Parkways, Boardwalks and Beaches

Notwithstanding the provisions of this chapter, it shall be unlawful to build, erect, or make areaways, steps or other encroachments or projections prohibited by Sections 19-131, 19-132, 19-135, 18-109, 18-112 and 18-113 of the *Administrative Code*.

3201.4 Drainage

Drainage water collected from a roof, awning, canopy or marquee, other than canvas and flexible material, and condensate from mechanical equipment shall not flow over a public walking surface.

3201.5 Permission Revocable

Any permission, expressed or implied, permitting the construction of encroachments within the area of the street under the provisions of this chapter shall be revocable, except footings as permitted under Section 3202.1.1.

3201.6 Existing Projections

Any part of a building that projects beyond a street line on January 1, 1938, may be maintained as constructed until its removal is directed in accordance with applicable law.

3201.7 Alteration of Existing Encroachments

Alterations to existing encroachments beyond the street line may be permitted in whole or in part, provided that such alterations conform with the requirements of this chapter.

3201.8 Definitions

As used in this chapter, the following terms shall have the following meanings:

AREAWAY. A space below grade adjacent to a building open to the outer air and enclosed by walls.

CURB LINE. The line coincident with the face of the street curb adjacent to the roadway.

FOOTING. A foundation element consisting of an enlargement of a foundation pier or foundation wall, wherein the soil materials along the side of and underlying the element may be visually inspected prior to and during its construction.

PROJECTING SIGN. A sign other than a wall sign, which projects from and is supported by a wall of a building or structure.

SIGN. Any letter, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminated service, which shall be constructed, placed, attached, painted, erected, fastened or manufactured in any manner whatsoever, so that the same shall be used for the attraction of the public to anyplace, subject, person, firm, corporation, public performance, article, machine or merchandise, whatsoever, which is displayed in any manner outdoors. Every sign shall be classified and conform to the requirements of that classification as set forth in this chapter.

STREET. A thoroughfare, including sidewalks and roadways, dedicated or devoted to public use by legal mapping or other lawful means, or a public way.

STREET LINE. A lot line separating a street from other land.

VAULT. Any space below the surface of a street, that is covered over, except those openings that are used exclusively as places for descending, by means of steps, to the cellar or basement of any building.

3201.9 Department of Transportation Approval

Any encroachment into the public right-of-way that exceeds the limitation provided for in this chapter shall require the approval of the Department of Transportation.

Section 3202 Encroachments

3202.1 Encroachments Below Grade

Encroachments below grade shall comply with Sections 3202.1.1 through 3202.1.4.

3202.1.1 Footings

Exterior wall and column footings may be constructed to project beyond the street line not more than 12 inches (305 mm), provided that the top of the footing is not less than 8 feet (2438 mm) below the ground or sidewalk level. Foundation walls required to support permitted projections may be constructed to project not more than the permitted projection beyond the street line.

3202.1.1.1 Footings for Temporary Barriers or Shields in Areas of Special Flood Hazard or Shaded X-Zones

In areas of special flood hazard or shaded X-Zones, continuous footings for the support and attachment of temporary, removable dry floodproofing barriers or shields may be constructed to project beyond the street line not more than 12 inches (305 mm) both at grade and below grade.

3202.1.2 Vaults

Vaults may be permitted in accordance with the New York City Charter and Chapter 19 of the *Administrative Code*. Such vaults shall comply with the provisions of this code and other applicable laws and rules.

3202.1.3 Areaways

Areaways shall be protected by grates, guards or other approved means, subject to approval by the Commissioner of the Department of Transportation.

3202.1.4 Tunnels Between Buildings

Tunnels connecting buildings and projecting beyond street lines may be constructed subject to the approval of the Commissioner of the Department of Transportation. Such tunnels shall comply with the provisions of this code and other applicable laws and regulations.

3202.1.5 Sidewalk Supports

Exterior foundation walls are permitted to be constructed with a ledge that projects beyond the street line not more than 4 inches (102 mm) to support sidewalk construction, provided that:

1. the top of the ledge is not more than 8 inches (203 mm) below the ground or sidewalk level; and
2. bottom of the ledge is not more than 24 inches (610 mm) below the ground or sidewalk level.

3202.2 Encroachments Above Grade

Encroachments into the public right-of-way above grade shall be prohibited except as provided for in Sections 3202.2.1 through 3202.2.3.

3202.2.1 Encroachments Subject to the Area Limitations

Encroachments that are subject to area limitations are those elements listed in Sections 3202.2.1.1 through 3202.2.1.9, generally of an architectural character, that form an integral part of the building facade. The aggregate area of all such elements constructed to extend beyond the street line shall not exceed 10 square feet (0.93 m^2) within any 10 feet (3048 mm) by 10 feet (3048 mm) square area of wall, except that a veneer may be applied to the entire facade of a building erected before December 6, 1968, if such veneer does not project more than 4 inches (102 mm) beyond the street line. The area of any such projection shall be measured at that vertical plane, parallel to the wall, in which the area of the projection is greatest. This plane of measurement may be at the street line, the line of maximum projection or any point in between. For the purpose of measuring the projected area of a balcony, air spaces of less than 6 inches (152 mm) between closely spaced railing or guards elements shall contribute to the area of the projection.

Exception: The aggregate area of all elements subject to area limitations that includes a balcony or associated railings and brackets shall not exceed 24 square feet (2.2 m^2) in any 240 square foot (22.3 m^2) area on a given story.

3202.2.1.1 Entrance Details

Entrance details, including steps and doors when fully open, may be constructed to project beyond the street line not more than 18 inches (457 mm). Entrance steps that project beyond the street line shall be guarded at each end by railings at least 3 feet (914 mm) high or by other members of the entrance detail providing equivalent protection.

3202.2.1.2 Architectural Details

Details such as cornices, eaves, bases, sills, headers, band course, opening frames, rustications, applied ornament or sculpture, grilles, windows when fully open, air conditioning units, and other similar elements may be constructed:

1. To project not more than 4 inches (102 mm) beyond the street line when less than 10 feet (3048 mm) above the ground or sidewalk level.
2. To project not more than 10 inches (254 mm) beyond the street line when more than 10 feet (3048 mm) above the ground or sidewalk level.

Exceptions:

1. Replacement or restoration of historical architectural details that are, or were, located more than 10 feet (3048 mm) above the sidewalk and that project more than 10 inches (254 mm), on existing buildings or structures designated by the Landmarks Preservation Commission, may be permitted provided they do not exceed the historic projections and provided that they are approved by the Landmarks Preservation Commission.
2. New architectural details on new or existing buildings, additions or structures subject to the jurisdiction of the Landmarks Preservation Commission, that are more than 10 feet (3048 mm) above the sidewalk and that project more than 10 inches (254 mm) and no more than 3 feet (914 mm), may be permitted provided that the Landmarks Preservation Commission finds that the proposed detail is appropriate to the historic character of the historic district or landmarked building, structure or site.

3202.2.1.3 Balconies

Balconies, including railings and supporting brackets, no parts of which are less than 10 feet (3048 mm) above the ground or sidewalk level, may be constructed to project not more than 2 feet 6 inches (762 mm) beyond the street line. When permitted by the provisions of this code, fire escapes that are part of a required exit may be constructed to project not more than 4 feet 6 inches (1372 mm) beyond the street line provided no part, including any movable ladder or stair, is lower than 10 feet (3048 mm) above the ground or sidewalk level when not in use.

3202.2.1.4 Marquees

Marquees may be constructed to project beyond the street line provided that they comply with Section 3106 and Sections 3202.2.1.4.1 through 3202.2.1.4.5.

3202.2.1.4.1 Height

Marquees shall receive structural support only from the building and shall be at least 10 feet (3048 mm) above the ground level or sidewalk.

3202.2.1.4.2 Projection

Marquees shall project no closer to the curb line than 2 feet (610 mm).

3202.2.1.4.3 Thickness

Marquees shall be no thicker nor shall the fascia be higher than 3 feet (914 mm) when measured vertically from its lowest to its highest point.

3202.2.1.4.4 Dimensions

Dimensions shall include all decoration but shall exclude any tension supports suspending the marquee from the wall.

3202.2.1.4.5 Occupancy Restrictions

Marquees may be erected on:

1. Buildings of an essentially public nature, including but not limited to the following:

- 1.1. Public buildings, including schools.

1.2. Theatres.

1.3. Hotels.

1.4. Terminals.

1.5. Large department stores.

1.6. Supermarkets.

1.7. Multiple dwellings.

1.8. Office buildings

2. Warehouses or markets in one of the following established market areas:

2.1. Bronx.

2.1.1. Edgewater Road and Halleck Street between Lafayette Avenue and East Bay Avenue.

2.1.2. Lafayette Avenue between Edgewater Road and the Bronx River.

2.1.3. East Bay Avenue between Halleck Street and the Bronx River.

2.1.4. Hunt's Point Avenue between East Bay Avenue and the Bronx River.

2.1.5. Exterior Street between East 149th Street and East 157th Street.

2.1.6. Cromwell Avenue between East 150th Street and East 153rd Street.

2.1.7. East 150th Street between Exterior Street and River Avenue.

2.1.8. Westchester Avenue between St. Ann's Avenue and Bergen Avenue.

2.1.9. Brook Avenue between East 150th Street and East 156th Street.

2.1.10. Bergen Avenue between East 149th Street and East 156th Street.

2.1.11. East 152nd Street between Bergen Avenue and Brook Avenue.

2.1.12. East 153rd Street between Bergen Avenue and Brook Avenue.

2.2. Brooklyn.

2.2.1. North 6th Street between Berry Street and Wythe Avenue.

2.3. Manhattan.

2.3.1. John Street to Fulton Street between South Street and Front Street.

2.3.2. Fulton Street to Dover Street between South Street and Water Street.

2.3.3. South Street and Front Street between John Street and Dover Street.

2.3.4. Water Street between Fulton Street and Dover Street.

2.3.5. Horatio Street to West 14th Street between West Street and 9th Avenue.

2.3.6. West Street, Washington Street, Greenwich Street.

2.3.7. 9th Avenue and 10th Avenue between Horatio Street and West 14th Street.

2.3.8. West 16th Street, north side, and West 17th Street, south side, between 10th Avenue and 11th Avenue.

2.3.9. West 24th Street to West 26th Street, south side, between 11th Avenue and 12th Avenue.

2.3.10. West 27th Street, north side, to West 28th Street between 11th Avenue and 12th Avenue.

2.3.11. 12th Avenue and St. Claire Place between 125th Street and 132nd Street.

2.3.12. 12th Avenue, west side, between 132nd Street and 133rd Street.

2.4. Queens.

2.4.1. 95th Avenue, north side, between Sutphin Boulevard and 148th Street.

3202.2.1.4.6 Change of Occupancy

When the occupancy or use of a building with a marquee is changed to an occupancy or use for which a projecting marquee is not permitted, the marquee shall be removed.

Exception: For buildings subject to the jurisdiction of the Landmarks Preservation Commission, Section 3202.2.1.4.6 shall not apply when the Landmarks Preservation Commission makes a determination that the removal of the marquee would be inappropriate to the architectural character of the building or historic district.

3202.2.1.4.7 Other Agency Approvals

An applicant wishing to erect a marquee shall provide proof that the Commissioners of the Departments of Transportation, Consumer Affairs, and Environmental Protection have not permitted the use of a space or structure on or under the sidewalk beneath the proposed marquee in such a manner that the construction of the proposed marquee shall interfere with the removal or repair of any such permitted use or structure.

3202.2.1.5 Light Fixtures

Light fixtures that are supported entirely from the building may be constructed to project not more than 2 feet (610 mm) beyond the street line, provided no part of the fixture is less than 8 feet (2438 mm) above the ground or sidewalk level.

3202.2.1.6 Flagpoles

Flagpoles that are supported entirely from the building may be constructed to project not more than 18 feet (5486 mm) beyond the street line, but not closer than 2 feet (610 mm) to the curb line, provided that no part of the flagpole is less than 15 feet (4572 mm) above the ground or sidewalk level.

3202.2.1.7 Wall Signs

Wall signs may be constructed to project not more than 12 inches (305 mm) beyond the street line when conforming to the requirements of this code and Section H111 of Appendix H.

3202.2.1.8 Projecting Signs

All permitted projecting signs may be constructed to project not more than 10 feet (3048

Any permitted projecting signs may be constructed to project not more than 10 feet (3048 mm) beyond the street line, but not closer to the curb line than 2 feet (610 mm), when conforming to the requirements of this code and Section H112 of Appendix H, and provided that no part of the sign is less than 10 feet (3048 mm) above the ground or sidewalk level.

Exceptions: Permanent projecting signs are prohibited on buildings in the areas indicated below:

1. Borough of Manhattan.

1.1. Projecting signs. No permanent projecting sign shall be erected on any building on:

1.1.1. 5th Avenue between Washington Square north and 110th Street;

1.1.2. 34th Street between Park Avenue and 7th Avenue;

1.1.3. Madison Avenue between 23rd Street and 96th Street;

1.1.4. 57th Street between Lexington Avenue and Broadway;

1.1.5. Vanderbilt Avenue between 42nd Street and 47th Street;

1.1.6. Park Avenue between 32nd Street and 40th Street;

1.1.7. Park Avenue between 45th Street and 96th Street;

1.1.8. 33rd Street between Lexington Avenue and 5th Avenue;

1.1.9. 35th through 41st Streets between Lexington Avenue and 5th Avenue;

1.1.10. 43rd through 56th Streets between Lexington Avenue and 5th Avenue;

1.1.11. 58th Street between Lexington Avenue and 5th Avenue;

1.1.12. 60th Street between Lexington Avenue and 5th Avenue;

1.1.13. Nassau Street between Wall Street and Frankfort Street; or

1.1.14. John Street between Broadway and William Street.

1.2. Illuminated projecting signs. No permanent illuminated projecting sign shall be erected on any building on:

1.2.1. 72nd Street between Central Park West and River Drive.

2. Borough of Brooklyn.

2.1. Projecting signs. No permanent projecting sign shall be erected on any building on:

2.1.1. Fulton Street between Flatbush Avenue and Joralemon Street and Willoughby Street.

2.2. Illuminated projecting signs. No permanent illuminated projecting sign shall be erected on any building on:

2.2.1. Fulton Street between Flatbush Avenue and Prospect Street and Henry Street;

2.2.2. Washington Street between Myrtle Avenue and Prospect Street;

2.2.3. Court Street between Fulton Street and Livingston Street;

2.2.4. Pierrepont Street between Fulton Street and Clinton Street;

2.2.5. Montague Street between Court Street and Clinton Street;

2.2.6. Remsen Street between Court Street and Clinton Street; or

2.2.7. Joralemon Street between Court Street and Clinton Street.

3202.2.1.9 Sun Control Devices

Sun control devices constructed in accordance with Section 3105 and supported entirely from the building may project beyond the street line not more than 2 feet 6 inches (762 mm), provided that no part of the sun control device is less than 8 feet (2438 mm) above the ground or sidewalk level. Any portion of a sun control device that is located over a sidewalk vault and is more than 10 inches (254 mm) beyond the street line and less than 40 feet above the ground or sidewalk shall be removable or retractable to less than 10 inches (254 mm) beyond the street line.

3202.2.2 Encroachments Not Subject to Area Limitations

3202.2.2.1 Ramps

When a building erected prior to December 6, 1969, is altered to provide access to individuals who use wheelchairs, ramps constructed to provide such access may, with the approval of the commissioner, project beyond the street line for a distance of not more than 44 inches (1118 mm). Ramps shall comply with the applicable provisions of Chapter 11.

3202.2.2.2 Bridges Between Buildings

Bridges connecting buildings and projecting beyond street lines may be permitted in accordance with applicable law. Such bridges shall be of a construction class that is at least equal to the higher class of the two buildings connected and shall otherwise comply with the provisions of this code and other applicable laws and rules.

3202.2.2.3 Flood Shield Supports

In areas of special flood hazard or shaded X-Zones, permanent attachments to building façades necessary for the support and attachment of temporary, removable dry floodproofing barriers or shields may be constructed to project beyond the street line for a distance of not more than 6 inches (152 mm).

3202.2.2.4 Curb Cuts

The lowering of any curb or the change of grade of any sidewalk for the purpose of providing a driveway across such curb or sidewalk shall be constructed in accordance with the specifications prescribed in Sections 406.7.6 and 406.7.7. All sidewalks and driveways or portions thereof that are structurally supported shall be designed for loads prescribed in Chapter 16.

3202.2.2.4.1 Curb Cut Removal

Vehicular access curb cuts that can no longer serve as vehicular access across a curb or sidewalk shall be removed and the curb and sidewalk shall be restored in accordance with standards of the Department of Transportation. The commissioner may order such removal and restoration. The commissioner shall limit the length of any curb cut for the purpose of providing a driveway across such curb or sidewalk, when in the opinion of the commissioner the actual use or intended use of such driveway would endanger the public. Where the vehicular use of such driveway, in the opinion of the commissioner is dangerous to the public, the commissioner shall order the owner to discontinue use of such driveway and restore the curb and sidewalk in accordance with standards of the Department of Transportation. Upon the failure of the owner to comply with any of the orders provided for in Section 3202.2.2.4, in such cases where the restoration of such curb cuts are needed to facilitate department of transportation work, the commissioner may inform the commissioner of transportation of such failure to comply and may request the cooperation of the commissioner of transportation acting under his or her authority pursuant to Section 2903(b)(7) of the New York City Charter in the enforcement of this section.

3202.2.3 Awnings

Awnings constructed in accordance with Section 3105 and supported entirely from the building may project beyond the street line as follows:

3202.2.3.1 Store Front Awnings

Store front awnings may project beyond the street line not more than 8 feet (2438 mm), provided no part of the awning is less than 8 feet (2438 mm) above the ground or sidewalk level, except for a flexible valance which may be not less than 7 feet (2134 mm) above the ground or sidewalk level, and provided that the awning box or cover does not project more than 12 inches (305 mm).

3202.2.3.2 Awnings Over Windows or Doors

Awnings over windows or doors may project beyond the street line not more than 5 feet (1524 mm), provided that no part of the awning is less than 8 feet (2438 mm) above the ground or sidewalk level.

3202.2.4 Reserved

3202.2.5 Fire Department Connections, Caps or Plugs

Fire department connection swivels, caps and plugs shall be permitted to project beyond the street line as provided for in NFPA 14, as amended by Appendix Q of this code.

3202.3 Reserved

3202.4 Temporary Encroachments

Encroachments of temporary nature shall comply with Sections 3202.4.1 and 3202.4.3.

3202.4.1 Sidewalk Cafés

Enclosures for sidewalk cafés, where permitted by the Commissioner of the Department of Consumer Affairs pursuant to applicable law and constructed in compliance with Section 3111, may be constructed beyond the street line.

3202.4.2 Storm Enclosures

Storm enclosures projecting not more than 18 inches (457 mm) beyond the street line may be permitted during the period between November 15 and the following April 15. Such enclosures shall be removed at the end of this period. Construction of storm enclosures must comply with the requirements of this code including the fire-resistance rating of the building to which it is appurtenant and Chapter 11 of this code.

3202.4.3 Temporary Flood Shields, Stairs and Ramps in Areas of Special Flood Hazard and Shaded X-Zones

In areas of special flood hazard and shaded X-Zones, temporary flood shields, stairs and ramps shall comply with Sections G308.6 and G308.7 of Appendix G of the *New York City Building Code* and shall be permitted in accordance with plans approved by the department subject to the following conditions:

1. Such flood shields, stairs and ramps shall project no more than one foot (305 mm) beyond the street line.
2. Such flood shields, stairs and ramps shall be removed in a timely manner after a flood event.

**City of Portland
Bureau of Transportation**



**Encroachments in the Public
Right-of-Way**

Accreditations

City Staff:

Christine Leon
Alex Bejarano
Rich Eisenhauer
David Nassif
Rob Burchfield
Steve Townsen
Kurt Krueger
Lavinia Gordon
Mark Braun
April Bertelsen

Citizens Advisory Committee:

Andre Baugh
Alan Beard
Brian McCarter
Anne Niles

**City of Portland
Bureau of Transportation**

**Encroachments in the Public
Right-of-Way**



Table of Contents

A - Introduction	1
B - General Conditions Governing Encroachments	5
C - Typical Encroachments in the Public Right-of-Way	7
C.1 - Fences	8
C.2 - Retaining Walls	9
C.3 - Stairs and Hand Railings	10
C.4 - Irrigation Systems	11
C.5 - Landscaping	12
C.6 - Structural Driveways	13
C.7 - Bollards and Barricades	14
C.8 - Temporary Shoring	15
C.9 - Vault Openings and Vents	16
C.10 - Signs	17
C.11 - Public Art	18
C.12 - Public Memorials, Historic Markers and Plaques	19
C.13 - 'Intersection Repair' Projects	20
C.14 - Bicycle Racks	21
C.15 - Benches	22
C.16 - Transit Shelters	23
C.17 - Garbage Receptacles	24
C.18 - Planter Boxes	25
C.19 - Tree Tubs	28

Table of Contents (continued)

C.20 - Loading Docks	29
C.21 - Private Utilities	31
C.22 - Electrical Vehicle Charging Stations	31
C.23 - Electrical Outlets for Street Tree Lights	32
C.24 - Sidewalk Cafés	33
C.25 - Vending Carts	34
C.26 - Street Banners	35
C.27 - Other Structures	37
D - Encroachments and Building Projections as Per Building Code	38
D.1 - IBC Section 3202.1 Encroachments Below Grade	39
D.2 – IBC Section 3202.2 Encroachments up to 8’ above grade	41
D.3 – IBC Section 3202.3 Encroachments over 8’ above grade	44
D.4 – IBC Section 3202.4 Temporary encroachments	46
E - Exception Process	47
F - Glossary	48
G - Appendix A - Forms	50

Introduction

Encroachments in the Public Right-of-Way

“Right-of-Way” is the area between neighboring properties and includes street surfaces, curbs and sidewalk, and also frequently includes additional areas on either side of the sidewalk. The size and configuration of the right-of-way vary from street to street, as do the sizes of the actual street surfaces and sidewalks.

Rights-of-way are generally dedicated to the movement of vehicles, pedestrians and/or goods. However, the City of Portland’s transportation policy allows for some privately owned structures to be located in the public right-of-way (herein referred to as “*encroachments*”) as long as certain conditions are met. The most fundamental requirement is that encroachments may not impede on the Through Pedestrian Zone of the sidewalk corridor. Table A (see page 7) identifies the size and location of the Through Pedestrian Zone for various types of streets.

The City’s Major Encroachment Policy (TRN 8.01) was adopted in June, 1982. It establishes three categories of encroachments: Above Grade (sky bridges, arcaded structures), At Grade and Below Grade. Its primary focus is Above and Below Grade structures. Although it mentions At-Grade encroachments, to some, these may be classified as “minor” encroachments. It provides very minor guidance and criteria for approving or allowing these types of At-Grade encroachments.

At-Grade encroachments tend to be located within the realm of the sidewalk area and not in vehicular travel-ways. Two documents establish the foundation for the design and use of, including encroachments upon, the City’s sidewalks. The Portland Pedestrian Master Plan was created in June, 1998. The Portland Pedestrian Design Guide is a companion document to the Pedestrian Master Plan and was also created in June, 1998. In addition, the City’s *Comprehensive Plan Goal 12: Urban Design*, provides an important framework that will guide encroachment decisions.

The following policy statements are excerpts from these documents. These provide guidance regarding encroachments in the public domain.

- **Encroachments in the public right of way should not reduce access to light and air or the intimate scale that is so much a part of Portland’s character.**
- **The purpose of Portland’s Pedestrian Design Guide is to integrate the wide range of design criteria and practices into a coherent set of new standards and guidelines that, over time, will promote an environment conducive to walking.**

- Conflicts between the design needs of competing functions should not produce conditions that discourage pedestrian travel.

The public right-of-way houses many transportation activities, including walking, bicycling, transit, freight movement and automobile travel. It harbors the hardware, such as traffic signals and street lights, which supports those activities. The right-of-way also contains utilities. Each of these functions has specific design needs and constraints. The variety of functions is administered by people in several agencies, both inside and outside the City of Portland.

The following pedestrian design principles represent a set of ideals which should be incorporated, to some degree, into every pedestrian improvement. They are ordered roughly in terms of relative importance.

1. The pedestrian environment should be safe.

Sidewalks, pathways and crossings should be designed and built to be free of hazards and to minimize conflicts with external factors such as noise, vehicular traffic and protruding architectural elements.

2. The pedestrian network should be accessible to all.

Sidewalks, pathways and crosswalks should ensure the mobility of all users by accommodating the needs of people regardless of age or ability.

3. The pedestrian network should connect to places people want to go.

The pedestrian network should provide continuous direct routes and convenient connections between destinations, including homes, schools, shopping areas, public services, recreational opportunities and transit.

4. The pedestrian environment should be easy to use.

Sidewalks, pathways and crossings should be designed so people can easily find a direct route to a destination and delays are minimized.

5. The pedestrian environment should provide good places.

Good design should enhance the look and feel of the pedestrian environment. The pedestrian environment includes open spaces such as plazas, courtyards, and squares, as well as the building facades that give shape to the space of the street. Amenities such as street furniture, banners, art, plantings and special paving, along with historical elements and cultural references, should promote a sense of place.

6. The pedestrian environment should be used for many things.

The pedestrian environment should be a place where public activities are encouraged. Commercial activities such as dining, vending and advertising may be permitted when they do not interfere with safety and accessibility.

7. Pedestrian improvements should be economical.

Pedestrian improvements should be designed to achieve the maximum benefit for their cost, including initial cost and maintenance cost as well as reduced reliance on more expensive modes of transportation. Where

possible, improvements in the right-of-way should stimulate, reinforce and connect with adjacent private improvements.

- **Enhance Portland as a livable city, attractive in its setting and dynamic in its urban character by preserving its history and building a substantial legacy of quality private developments and public improvements for future generations.** (Comprehensive Plan Goal 12, Urban Design)

- **Enhance and extend Portland's attractive identity.** Build on design elements, features and themes identified with the City. Recognize and extend the use of City themes that establish a basis of a shared identity reinforcing the individual's sense of participation in a larger community. (Policy 12.1 - Portland's Character.)

Objectives (only those specifically relating to the pedestrian realm are included):

D. Expand the use of street furniture. As new street furniture is needed, incorporate Portland design themes into its design.

G. Extend urban linear features such as linear parks, park blocks and transit malls. Celebrate and enhance naturally occurring linear features such as rivers, creeks, sloughs and ridge-lines. Tie public attractions, destinations and open spaces together by locating them in proximity to these linear features. Integrate the growing system of linear features into the City's transportation system, including routes and facilities for pedestrians, bicyclists and boaters.

I. Encourage the use of materials and a quality of finish work which reinforce the sense of this City as one that is built for beauty and to last. Reflect this desire in both public and private development projects.

- **Provide for a pleasant, rich and diverse experience for pedestrians.** Portland is experienced most intimately by pedestrians. Recognize that auto, transit and bicycle users are pedestrians at either end of every trip and that Portland's citizens and visitors experience the City as pedestrians. Ensure that those traveling on foot have comfortable, safe and attractive pathways that connect Portland's neighborhoods, parks, water features, transit facilities, commercial districts, employment centers and attractions. (Policy 12.4 - Provide for Pedestrians.)

In most situations, the proposed encroachments must be reviewed by Bureau of Transportation staff to ensure that all necessary conditions are met, and a *"Revocable Encroachment Permit"* will be issued. In some other situations, no review or permit is required as long as the necessary conditions are met. This document describes the most common types of encroachments, the necessary conditions that must be met, and whether or not a permit must be issued for each one.

Pre-existing encroachments that have not been recently modified (i.e. within the last 1-year period) may be allowed to remain in place as non-conforming encroachments, without requiring a review by PBOT or a Revocable Encroachment Permit, as long as they are not: (a) deemed to be a safety hazard or nuisance, (b) modified, (c) damaged, (d) removed or relocated, and/or (e) the subject of a complaint. PBOT staff will determine whether the encroachment meets these conditions and whether it may remain in place without a permit; the encroachment shall have no “grandfathered” rights to remain in place. Regardless of whether an encroachment meets any or all of these conditions, the City Engineer may require a full review of the encroachment, a complete permit application, and/or removal of the existing encroachment.

Prior publications from the Bureau of Transportation and additional information may be obtained on the internet at <http://www.portlandonline.com/transportation>. Information may also be obtained by calling the Bureau of Transportation at (503) 823-7002.

Conditions Governing Encroachments

Encroachments in the Public Right-of-Way

1. Major Encroachments

All “Major Encroachments” are subject to (and are defined in) *Transportation Administrative Rule TRN 8.01, Encroachments in the Public Right-of-Way*. These “Major Encroachments” include sky bridges; building projections or extensions not covered by Title 16, Title 24 or Title 32; arcades; underground walkways; malls or parking; and other structures for the movement of people or goods, excepting items regulated as utilities.

2. Encroachments that are not defined as “Major Encroachments” are subject to the following general conditions:

- a) Unless otherwise indicated in this document, encroachments require a Revocable Encroachment Permit, establishing requirements and clarifying liability and maintenance obligations.
- b) The permittee is responsible for meeting all other applicable City Codes and regulations, and for paying any taxes resulting from the encroachment.
- c) The Revocable Encroachment Permit is issued to the owner of the abutting property and runs with the land, unless stated otherwise. The Revocable Encroachment Permit may also be issued, with the abutting property owner’s consent, to a business association, a neighborhood association, a district coalition, a non-profit organization or a government agency. Reference Chapter 17.44.015.B.
- d) Exceptions to the consent requirement will be made where the applicant is able to demonstrate underlying fee ownership of the right-of-way where the encroachment is to be placed. Reference Chapter 17.44.015.B.

- e) Where an encroachment is approved for a public agency and that agency has entered into a separate formal agreement with City Council that establishes ownership, liability, maintenance, removal, and provides a method for tracking the encroachment, a Revocable Encroachment Permit is not required.
- f) The PBOT Director will evaluate the acceptability of encroachments based on adopted policy and regulations, safety, right-of-way usage, management and operations, and legal issues. The City Engineer may deny a permit, revoke a permit, or require removal of an encroachment at any time, unless otherwise specified in Title 14 or Title 29 of City Code, based on their evaluation. Unless otherwise specified in City Code or in the permit, the party responsible for maintenance of the right-of-way as specified in Chapter 17.28.020 shall remove the encroachment within 30 days, with no liability and at no cost to the City.
- g) Various types of encroachments are permitted in the Frontage Zone and Furnishing Zone of the sidewalk corridor, but encroachments are not permitted in the Through Pedestrian Zone. The PBOT Director has the authority to approve or deny an encroachment request based on right-of-way management, usage needs and safety concerns, and to apply requirements as needed to address such issues.
- h) Design Review may be required for any non-standard item planned for the right-of-way.
- i) It is prohibited for an encroachment to close or preclude public access through a right-of-way.

Typical Encroachments

Encroachments in the Public Right-of-Way

This section describes many of the common types of encroachments (not considered “Major Encroachments”) and the specific conditions to which each must adhere. Some of these elements refer to requirements to maintain a minimum sidewalk corridor width and “Through Pedestrian Zone.” For these requirements, please refer to Table A below:

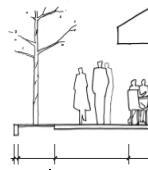
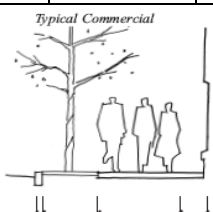
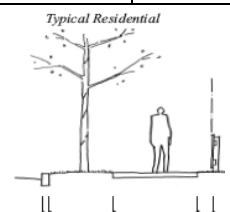
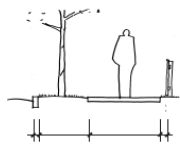
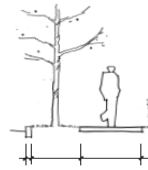
Sidewalk Corridor	Application	Recommended Configuration			
15'	City Walkways within a Pedestrian District, or any street with a right-of-way width of 80' or greater.				
		Curb Zone	Furnishing Zone	Through Pedestrian Zone	Frontage Zone
		0'-6"	4'-0"	8'-0"	2'-6"
12'	Local Service Streets within a Pedestrian District, City Walkways outside of Pedestrian Districts, or any street with a right-of-way width between 60' and 79'.	 			
		Curb Zone	Furnishing Zone	Through Pedestrian Zone	Frontage Zone
		0'-6"	4'-0"	6'-0"	1'-6"
11'	Local Service Streets in non-residential zones and higher density residential zones (R1 through R5) with a right-of-way width of less than 60'.				
		Curb Zone	Furnishing Zone	Through Pedestrian Zone	Frontage Zone
		0'-6"	4'-0"	6'-0"	0'-6"
10'	Local Service Streets in lower density residential zones (R7 through Rf) with a right-of-way width of less than 60'.				
		Curb Zone	Furnishing Zone	Through Pedestrian Zone	Frontage Zone
		0'-6"	4'-0"	5'-0"	0'-6"

Table A

C.1 – Fences

Fences may be allowed within the right-of-way. The fence must be located so that it does not restrict the minimum sidewalk corridor width and must be at least 1' away from the Through Pedestrian Zone (see Table A on page 7.) If the right-of-way is not wide enough to accommodate these requirements, fences will generally not be allowed in the right-of-way.

Also, the height of the fence must meet the Planning and Zoning requirements of Title 33, as if it were located on private property. These requirements vary depending on the zoning of the particular property; but generally require that a fence may not exceed 3.5' high in a front-yard setback or 6' high in a side-yard setback. For more information regarding allowable fence height and setbacks, consult with the Bureau of Development Services (Planning & Zoning - 503-823-7526) prior to beginning construction.

In design districts, fences in the right-of-way may be subject to Design Review.

A Revocable Encroachment Permit Application for the fence should be submitted to the Bureau of Transportation, including a site plan and any relevant details to clearly demonstrate the proposal. If it is acceptable, a Revocable Encroachment Permit will be issued to the owner of the property to which the encroachment is adjacent. The permit will detail specific maintenance and liability requirements. It will also be recorded with the county so that the permit will run with the land, and therefore any future owners will also be bound by the permit conditions. The applicant will be required to pay a permit fee as well as a county recording fee, as per Title 17 of the City Code.



C.2 - Retaining Walls

Private retaining walls may be allowed within the right-of-way. The retaining wall must be located so that it does not restrict the minimum sidewalk corridor width and must be at least 1' away from the Through Pedestrian Zone (see Table A on page 7.) If proposed on a street without sidewalks, it must not impede traffic or the safety of pedestrians, and should be located clear of the Through Pedestrian Zone's future location.

Some retaining walls will require a structural review. Walls that exceed 4' in height, measured from the bottom of the footing to the top of the wall, as well as any retaining wall that is affected by the weight of an adjacent slope, nearby driveway or structure, will require a structural review by Bureau of Transportation staff.

In design districts, retaining walls in the right-of-way may be subject to Design Review.

A Revocable Encroachment Permit Application for the retaining wall should be submitted to the Bureau of Transportation, including a site plan and any relevant details to clearly demonstrate the proposal. If the wall requires a structural review, calculations prepared by a licensed engineer shall also be submitted. If it is acceptable, a Revocable Encroachment Permit will be issued to the owner of the property to which the encroachment is adjacent. The permit will detail specific maintenance and liability requirements. It will also be recorded with the county so that the permit will run with the land, and therefore any future owners will also be bound by the permit conditions. The applicant will be required to pay a permit fee as well as a county recording fee, as per Title 17 of the City Code. If a structural review of the retaining wall is required, additional review fees will also be assessed based upon the complexity of the review.



C.3 - Stairs and Hand Railings

Stairs and hand railings may be allowed within the right-of-way. The stairs and hand railings shall be located so that they do not restrict the minimum sidewalk corridor width and must be at least 1' away from the Though Pedestrian Zone (see Table A on page 7.)

Stairs and railings should be constructed so as to comply with Building Code and other applicable regulations, as if they were being constructed on private property. If the stairs exceed the allowance of the International Building Code (IBC 3202.2.1) (i.e., project more than 12" into the public right-of-way), then a building code appeal is also necessary.

In design districts, stairs and hand railings in the right-of-way may be subject to Design Review.

A Revocable Encroachment Permit Application for the stairs and/or railings should be submitted to the Bureau of Transportation, including a site plan and any relevant details to clearly demonstrate the proposal. If it is acceptable, a Revocable Encroachment Permit will be issued to the owner of the property to which the encroachment is adjacent. The permit will detail specific maintenance and liability requirements. It will also be recorded with the county so that the permit will run with the land, and therefore any future owners will also be bound by the permit conditions. The applicant will be required to pay a permit fee as well as a county recording fee, as per Title 17 of the City Code.



C.4 - Irrigation Systems

Private property owners may install certain elements of an irrigation system in the public right-of-way. Only non-pressurized plastic feeder lines and sprinkler heads are allowed in the right-of-way. No other part of the irrigation system, such as control valves and back-flow preventers, may be located within the right-of-way. All parts of the irrigation system must be buried a minimum of 12" below grade, except for sprinkler heads. Sprinkler heads must be flush with the surrounding surface when not in use, and should be oriented so as to limit the distribution of water to the landscaped areas. Feeder lines beneath the sidewalk shall be installed perpendicular to the sidewalk. The abutting property owner is responsible for installation in a manner that does not interfere with street trees, utilities, sidewalks, or other public infrastructure.

The adjacent property owner is responsible for any damage to the irrigation system caused by repair, replacement or installation of any utility systems, street or sidewalk facilities or any other permitted right-of-way work.

As described above, private irrigation systems do not require any permit from the Bureau of Transportation. A Revocable Encroachment Permit Application does not need to be submitted, and no review of the proposal will be performed by City staff. However, if any portion of a driveway approach, sidewalk or curb is damaged or replaced in the process of installing the irrigation system, then a right-of-way permit will be required as usual. Any concrete work in the public right-of-way requires a standard right-of-way construction permit.



C.5 – Landscaping

Low-growing landscaping, such as grass and other ground cover, installed and maintained by the abutting property owner may be allowed within the right-of-way. Landscaping installed in the portion of right-of-way for which the abutting property owner is responsible and which complies with Title 29 of the City Code does not require a permit. Such landscaping must not be allowed to become a nuisance, as per Title 29. Landscaping that meets these requirements does not require any sort of application or city review, and no Revocable Encroachment Permit will be issued.

Landscaping in the public right-of-way must not be allowed to become a safety hazard by obscuring the visibility of drivers, bicyclists or pedestrians. As per Title 16 of the City Code, the City Traffic Engineer has the authority to require the removal or pruning of any such hazardous vegetation.

Landscaping installed in traffic islands or other areas for which the permittee is not normally responsible for maintenance does require a Revocable Encroachment Permit. This type of proposal should be submitted to the Bureau of Transportation for review, and if approved, a revocable encroachment permit will be issued to an insured neighborhood or business association.

This type of landscaping does not include trees in the public right-of-way. Trees planted in the right-of-way require a separate permit from the Urban Forestry Division of the Portland Parks Bureau.



C.6 - Structural Driveways

Structures connecting to and providing access from a parking facility to a public street may be allowed within the right-of-way when there is a grade differential between the public right-of-way and private property. Such structures will require structural review by Bureau of Transportation staff.

A Revocable Encroachment Permit Application for the structural driveway should be submitted to the Bureau of Transportation, including a site plan, engineered calculations and any relevant details to clearly demonstrate the proposal. If it is acceptable, a Revocable Encroachment Permit will be issued to the owner of the property to which the encroachment is adjacent. The permit will detail specific maintenance and liability requirements. It will also be recorded with the county so that the permit will run with the land, and therefore any future owners will also be bound by the permit conditions. The applicant will be required to pay a permit fee as well as a county recording fee, as per Title 17 of the City Code. An additional review fee will also be assessed for the structural review of the driveway, based upon the complexity of the review.



C.7 - Bollards and Barricades

Bollards and/or barricades are generally not allowed in the public right-of-way – they are only allowed with the prior approval of the City Engineer and the City Traffic Engineer. Proposals for bollards and/or barricades in the right-of-way should be submitted to the Bureau of Transportation, along with a Revocable Encroachment Permit Application, and will be reviewed on a case-by-case basis. If they are allowed, a Revocable Encroachment Permit will be issued to the responsible party, and will detail case-specific conditions and requirements.

In design districts, bollards or barricades in the right-of-way may be subject to Design Review.



C.8 - Temporary Shoring

Piles and anchors placed within the right-of-way under tension for the purpose of temporary building shoring may be allowed. All components of the shoring system in the right-of-way that are less than 5' below the ground surface must be permanently removed upon completion. Any components of the system within the right-of-way that are greater than 5' deep and will remain in place must be permanently detensioned upon completion. The proposed shoring system will be reviewed for any conflicts with existing utilities and will also require a structural review. Liability insurance meeting the Bureau of Transportation's requirements for street and sidewalk use permits is required until all permanent detensioning and all permanent removal of components is complete.

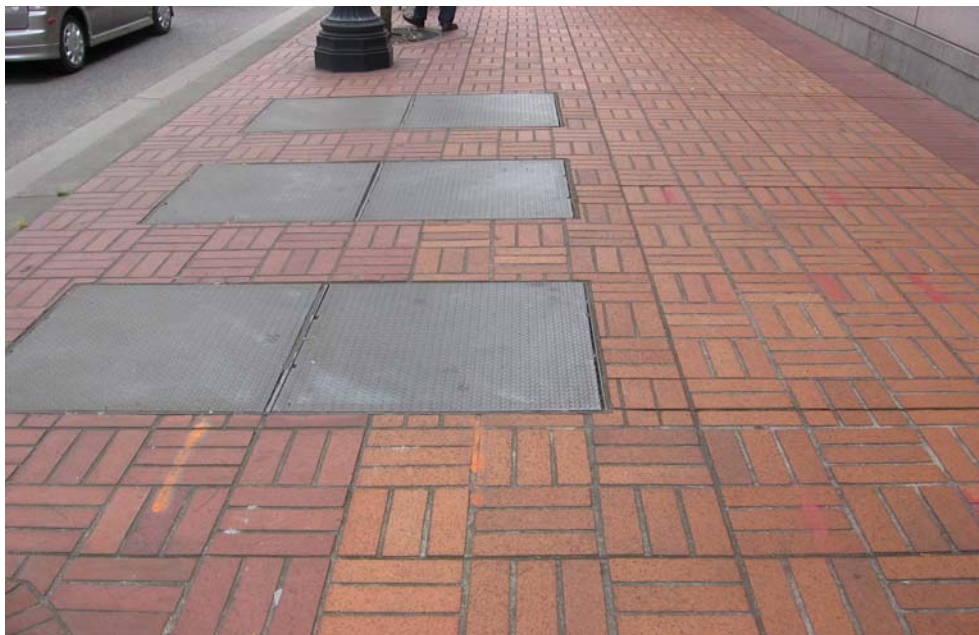
A Revocable Encroachment Permit Application for the shoring should be submitted to the Bureau of Transportation, including drawings and engineered calculations. If it is acceptable, a Revocable Encroachment Permit will be issued to the owner of the property to which the shoring is adjacent. The permit will detail specific maintenance and liability requirements. It will also be recorded with the county so that the permit will run with the land, and therefore any future owners will also be bound by the permit conditions. The applicant will be required to pay a permit fee as well as a county recording fee, as per Title 17 of the City Code. An additional review fee will also be assessed for the structural review of the shoring system, based upon the complexity of the review.



C.9a - Vault Openings

Vault openings within the right-of-way to a vaulted basement or a facility in a vaulted basement may be allowed, as described here. The vault opening must be within the furnishing zone of the sidewalk corridor and flush with the surrounding surface. It may not interfere with public use of the right-of-way, the placement of street trees or public and franchise utilities. The vault opening must meet all ADA requirements and the material and construction requirements of the City Engineer. See Code Chapter 24.65 for additional regulations.

This section does not pertain to utility vaults permitted under the City's franchise agreement.



C.9b - Vault Vents

Intake and exhaust vents or other facilities releasing gases or providing ventilation from vaulted structures or facilities located within vaulted basements are prohibited within the right-of-way.

This section does not pertain to utility vaults permitted under the City's franchise agreement.

C.10 – Signs

The City Engineer does not have authority to allow the encroachment of private signs in the public right-of-way. The City Traffic Engineer has authority to install and regulate signs in the right-of way for certain guidance, traffic and transportation functions as defined in Title 16 of the City Code. These may include delineating Neighborhood Associations, delineating Business Districts and identifying political boundaries, as well as those functions otherwise meeting the requirements of the City Traffic Engineer.

Signs as defined in Title 32 of the City Code, Signs and Related Regulations, are allowed within the right-of-way only as described in that code section. These regulations are reviewed and enforced by the Bureau of Development Services. Furthermore, where requested modifications or adjustments for signs over the right-of-way allowed under Title 32 would interfere with management or use of the right-of-way, the City Engineer or City Traffic Engineer may deny the adjustment or modification.



C.11 – Public Art

Public art, either as its own structure or as treatment to a surface in the right-of-way, may be allowed subject to approval through the Regional Arts and Culture Council (RACC). In addition, public art is subject to approval by the City Engineer or City Traffic Engineer for location and safety considerations. Public art is placed within the public right-of-way through the Art on the Street Program or as part of the 2 percent contribution on capital projects. All public art is owned by the City and maintained by RACC through contract; privately owned structures containing art are not allowed in the public right-of-way.

A proposal for an artistic installation in the public right-of-way should first be made to RACC. Upon their approval, a Revocable Encroachment Permit Application for the public art should be submitted by RACC to the Bureau of Transportation, including a site plan and any relevant details to clearly demonstrate the proposal. A Revocable Encroachment Permit will be issued to the artist or contractor for construction. The applicant will be required to pay a permit fee, as per Title 17 of the City Code.

Public art in the right-of-way approved by RACC is exempt from Historic Review and Design Review.

Bicycle racks approved as art racks are not subject to this section. (See “Bicycle Racks” section below.)



C.12 – Public Memorials, Historic Markers and Plaques

In limited circumstances, public memorials, historic markers and plaques may be approved subject to review and approval of the City Engineer and City Attorney. Generally speaking, the language must represent the City's interest. Proposals for this type of installation in the right-of-way should be submitted to the Bureau of Transportation, along with a Revocable Encroachment Permit Application, and will be reviewed on a case-by-case basis. If approved, a Revocable Encroachment Permit will be issued to the responsible party, and will detail case-specific conditions and requirements.

In design districts, this type of encroachment may be subject to Design Review.



C.13 - 'Intersection Repair' Projects

The City Engineer may allow the installation of structures that are part of an approved 'Intersection Repair' project. Reference Ordinances 175937 and 172207, and also Portland Policy Document TRN-2.04. The structure may be considered only after having met the project requirements as defined by the City Engineer and the City Traffic Engineer. Examples of structures which may be considered for approval include benches, arbors, trellises, walls, bulletin boards and kiosks.

A Revocable Encroachment Permit Application for the proposed project should be submitted to the Bureau of Transportation, including a site plan and any relevant details to clearly demonstrate the proposal. If it is acceptable, a Revocable Encroachment Permit may be issued to either the adjacent property owner or to the appropriate neighborhood association. If the permit is issued to the adjacent property owner, then the permit will be recorded with the county, so that the permit will run with the land to any future owners. If the permit is issued to a neighborhood association, then the permit will be personal to the neighborhood association and they must have and maintain proper liability insurance. The permit will detail maintenance and liability requirements that will be vary based on the specific proposal. No fee will be assessed for the encroachment permit, although a county recording fee may be assessed if necessary, as per Title 17 of the City Code. Depending on the specific proposal, a structural review may also be required by the office of the City Engineer, and may potentially add structural review fees.

In design districts, 'Intersection Repair' projects in the right-of-way may be subject to Design Review.

Art and signs are not approvable through this process.



C.14 - Bicycle Racks

Public bicycle racks are allowed in the right-of-way through a bicycle rack permit from the City Engineer or City Traffic Engineer. Public bicycle racks are owned and maintained by the City of Portland. Requests to have publicly owned and maintained bicycle racks installed in a particular location may be made by phone to 503-823-CYCL (503-823-2925.)

Privately owned and non-standard bicycle racks are allowed in the right-of-way under the terms as described in the Administrative Rule for Art Racks. Reference TRN 10.09.

Private development may meet Title 33 bicycle parking requirements within the right-of-way subject to the Administrative Rule for the Bicycle Parking Fund. Reference TRN 5.02, Title 17.28.065.C, and Title 33.266.220.A.2.d.



C.15 – Benches

Privately owned benches for public use may be allowed in the right-of-way within the furnishing zone. A proposal for the bench should be submitted to the Bureau of Transportation, along with a Revocable Encroachment Permit Application. A Revocable Encroachment Permit will be issued to either the adjacent property owner or an appropriate neighborhood association. For this type of street furniture, offering a public benefit, the Revocable Encroachment Permit may be issued without assessment of the full permit fee. If the permit is issued to an adjacent property owner, then the permit will be recorded with the county and the applicant will be required to pay the necessary recording fee. If the permit is issued to a neighborhood association, then the permit will be personal to that association, and they will be required to have and maintain proper liability insurance.

In design districts, benches in the right-of-way may be subject to Design Review.

Benches containing advertising must be approved, owned and maintained by Tri-Met. Reference Chapter 17.44.030. In this instance, a permit for the bench is issued to Tri-Met.



C.16 - Transit Shelters

Transit shelters owned by Tri-Met and Portland Streetcar may be allowed in the right-of-way only under agreement adopted by City Council. Siting is regulated by agreement between Tri-Met or Portland Streetcar and the City.

In design districts, transit shelters in the right-of-way may be subject to Design Review.

Shelters containing advertising must be approved, owned and maintained by Tri-Met. Reference Chapter 17.44.030.



C.17 - Garbage Receptacles

Permanent garbage receptacles for use by the general public may be allowed in the right-of-way. The garbage receptacle may not be greater than 3 feet in width and 4 feet in height, and must fit within the Frontage Zone or the Furnishing Zone of the sidewalk corridor. The garbage receptacle should not be easily movable. The owner must provide garbage removal service at the minimum frequency needed to keep the garbage receptacle from overflowing or developing odor problems, and must maintain the garbage receptacle with regard to vandalism, sanitation and physical condition.

A proposal for the garbage receptacle should be submitted to the Bureau of Transportation along with a Revocable Encroachment Permit Application. A Revocable Encroachment Permit will be issued to either the adjacent property owner or an appropriate neighborhood association. For this type of street furniture, offering a community benefit, the Revocable Encroachment Permit will be issued with no permit fee; however, if the permit is issued to an adjacent property owner, then the permit will be recorded with the county and the applicant will be required to pay the necessary recording fee. If the permit is issued to a neighborhood association, then the permit will be personal to that association, and they will be required to have and maintain proper liability insurance.

The garbage receptacle may not be used for business purposes.

In design districts, garbage receptacles in the right-of-way may be subject to Design Review.

Garbage receptacles and dumpsters used for private use are not included as part of this policy, and are not allowed in the public right-of-way. Reference the final report from the Containers in the Right-of-Way (CROW) Work Group dated September 13, 2007. Information about the CROW work group is available on the Bureau of Planning and Sustainability's web site:

<http://www.portlandonline.com/osd/index.cfm?c=45762&>



C.18 - Planter Boxes

(a) Planter boxes in the “Frontage Zone” (adjacent to buildings)

Planter boxes are allowed in the Frontage Zone of the public right-of-way (between the sidewalk and the building) without a permit, if meeting general guidelines as described here. The planter box should not be greater than 8 feet in length and 3 feet in height, and should fit entirely within the Frontage Zone of the sidewalk corridor. The planter box should be movable and, in combination with other planter boxes, should take up no more than 30% of the length of the building frontage.

Under these general guidelines (in the Frontage Zone), no application or city review is required, nor will a permit be issued. It is important to remember that, whether or not a review has been performed or a permit has been issued, the adjacent property owner remains responsible for maintenance of any such encroachments and retains liability for any damage that may occur as a result of the encroachment. Permission for these encroachments to exist in the right-of-way may be revoked at any time and for any reason that the City Engineer deems to be in the interest of the City. Upon written notice of such revocation, the adjacent property owner shall remove any such structure from the public right-of-way and return the street area in which the structure was located to the satisfaction of the City Engineer.

In design districts, planter boxes in the right-of-way may be subject to Design Review.



Planter Boxes (continued)

(b) Planter boxes in the “Furnishing Zone” (between the curb and the sidewalk)

Planter boxes may be allowed in the Furnishing Zone of the public right-of-way (between the curb and the sidewalk) if meeting the following general guidelines.

In Furnishing Zones wider than four feet, planter boxes:

- Should be located two (2) feet from the curb face.
- Should be located one (1) foot from the Through Pedestrian Zone, which is the concrete sidewalk in most cases.
- Should not exceed ten (10) feet in length.
- Should maintain four (4) feet of separation between adjacent planter boxes.

In Furnishing Zones four feet wide or narrower, planter boxes:

- May be constructed with no separation from the curb and the Through Pedestrian Zone.
- Should not exceed four (4) feet in length.
- Should maintain ten (10) feet of separation between adjacent planter boxes.

Regardless of Furnishing Zone width:

- Planter boxes (raised beds or pots) should not exceed eighteen (18) inches in height.
- Landscaping and soil within the planter box should not exceed thirty (30) inches in height (as measured from the top of the curb) when located within twenty-five (25) feet from an intersection.
- Planter boxes should be located a minimum of five (5) feet from any utility or apparatus (street lights, utility poles, water meters, fire hydrants, etc.) (to allow access and maintenance by the utility.)
- Planter boxes should not be located within the drip line of any street tree (to protect the health of the tree.)

Planter Boxes (continued)

(b) Planter boxes in the “Furnishing Zone” (continued)

Under the parameters of these general guidelines (in the Furnishing Zone), no application or city review is required, nor will a permit be issued. It is important to remember that, whether or not a review has been performed or a permit has been issued, the adjacent property owner remains responsible for maintenance of any such encroachments and retains liability for any damage that may occur as a result of the encroachment. Permission for these encroachments to exist in the right-of-way may be revoked at any time and for any reason that the City Engineer deems to be in the interest of the City. Upon written notice of such revocation, the adjacent property owner shall remove any such structure from the public right-of-way and return the street area in which the structure was located to the satisfaction of the City Engineer.

In design districts, planter boxes in the right-of-way may be subject to Design Review.



C.19 - Tree Tubs

Tree tubs may be allowed in the right-of-way within the Furnishing Zone to meet street tree requirements when tree wells are not possible. Tree tubs within the furnishing zone must be located at least 2 feet from the curb face, at least 1 foot from the Through Pedestrian Zone, and must not impede access from the Through Pedestrian Zone to parked vehicles or the street. The tree tub should not be easily movable. The tree tub must be maintained and may not become a nuisance. Reference Chapter 17.52.050.

In design districts, tree tubs in the right-of-way may be subject to design review

C.20 - Loading Docks

Loading docks in the public right-of-way are generally discouraged. They may be allowed in the River District per the River District Right-of-Way Standards (2004), or in other districts with similar adopted standards. They may be considered on a case-by-case basis in industrial areas of the city where they do not significantly conflict with traffic operations, safety or existing or future pedestrian facilities. Docks are considered only with approval from the City Traffic Engineer.

Docks extending from a building face into the right-of-way are private structures; however, accessibility by the public may be required. Docks are considered accessory to private buildings and fall under ADA building regulations. However, where the dock will provide through pedestrian access in lieu of a public sidewalk, the City Engineer will apply ADA requirements in order to provide a higher level of accommodation. Since docks are allowed in the right-of-way under a Revocable Encroachment Permit, they cannot serve as the required building ADA access.

Docks may be allowed when they are in compliance with the River District Right-of-Way Standards (2004) and requirements as described herein. Docks extending into the right-of-way are discouraged except on NW 13th Avenue between West Burnside Street and NW Raleigh Street, and NW 15th Avenue between NW Glisan Street and NW Savier Street. In these locations, requests are evaluated based on traffic operations, safety, pedestrian facility requirements and the purpose they serve regarding loading.



Loading Docks (continued)

(1) NW 13th Avenue, between West Burnside Street and NW Raleigh Street

- (a) Existing docks in private use may be retained in private use if previously permitted as such, no modifications are proposed, and the City Engineer chooses not to revoke the existing permit to accommodate transportation or other right-of-way functions.
- (b) Existing docks being renovated for purposes other than vehicle loading, but as determined by the City Engineer are not able to serve as a through pedestrian access, must be open to the public right-of-way across one full end.
- (c) Existing docks proposed for renovation, modification or reconstruction, and new docks, when for uses other than vehicle loading, shall be rebuilt to serve as a through public pedestrian facility including entries the full width of the dock on each end, a minimum 6-foot clear zone the length of the dock, and ADA accessibility on at least one end. Docks shall be modified or reconstructed to a minimum average height of at least 18 inches.
- (d) Existing docks proposed for renovation, modification or reconstruction, when for vehicle loading purposes, do not need to provide through pedestrian access.

(2) NW 15th Avenue, between NW Glisan Street and NW Xavier Street

- (a) Existing docks proposed for renovation, modification or reconstruction, or new docks, when for uses other than vehicle loading, shall be rebuilt to serve as a through public pedestrian facility including entries the full width of the dock on each end, a minimum 6-foot clear zone the length of the dock, and ADA accessibility at each end.
- (b) Existing docks proposed for renovation, modification or reconstruction, when for vehicle loading purposes, do not need to provide through pedestrian access.

In design districts, docks extending into the right-of-way may be subject to Design Review.

C.21 - Private (Non-Franchised) Utilities

Private sanitary sewers, storm drains, water facilities, monitoring manholes and other private utility facilities are not allowed in the right-of-way except as described here.

Private storm connections, such as rain drains to the curb, outfalls to existing roadside ditches and connections to storm sewers or combination sewers as allowed per the Bureau of Environmental Service's (BES) Rules of Connection are permitted without an encroachment permit. This includes connections from private storm water planter boxes located on private property.

Private swales and private sump/sed systems may be permitted only with BES approval and a Revocable Encroachment Permit detailing the maintenance requirements. In these limited situations, the Bureau of Environmental Services must agree to be a "co-issuer", or in some cases a "co-permittee", on the Revocable Encroachment Permit, ensuring that the stormwater system is appropriate and that emergency maintenance service will be available to these facilities at all times.

Permitting of private stormwater and sanitary facilities are subject to change. Contact the PBOT Development Review Manager for the latest requirements.

C.22 - Electrical Vehicle Charging Stations

Privately owned and maintained electrical vehicle charging stations may be allowed in the public right-of-way through a separate policy, currently under development. Contact the Portland Bureau of Transportation (503)-823-7002 or www.portlandoregon.gov/transportation for most current information.

C.23 - Electrical Outlets for Street Tree Lights

Electrical outlets may be allowed when installed in tree wells for the purpose of powering temporary festive lights placed in street trees only when within recognized business districts. The outlet must be located at or below sidewalk grade so as not to constitute a tripping hazard, and must be placed so as not to restrict tree growth or damage the tree. The outlet must be supplied through a conduit with a power cut-off switch at the property line. The conduit shall run perpendicular to the curb and sidewalk and must be marked with locator tape for future underground work. Only Level 1 power is allowed – no Level 2 or Level 3 power may be used for these purposes in the public right-of-way. The applicant is required to become a member of the Oregon Utility Notification Center One-Call system. Proof of participation in One-Call is required for as long as the conduit remains.

A proposal for the placement of the electrical outlets should be submitted to the Bureau of Transportation along with a Revocable Encroachment Permit Application. A Revocable Encroachment Permit will be issued to the adjacent property owner, and will be recorded with the county so that the permit will run with the land. The applicant will be required to pay a permit fee as well as a county recording fee, as per Title 17 of the City Code.

Additionally, a separate permit is required from the Urban Forestry Division of the Portland Parks Bureau in order to install lights in trees. For specific conditions and more information, reference Parks Administrative Rule PRK-2.02 or contact the Urban Forestry Division at (503) 823-4489 or online at: <http://www.portlandoregon.gov/parks>.



C.24 - Sidewalk Cafés

Sidewalk Cafés may be allowed in the public right-of-way, administered through a separate permitting process. Reference Portland City Code Chapter 17.25 and Portland Policy Document TRN-10.04. The Sidewalk Café program, administered by the Bureau of Transportation, allows bars, restaurants and cafés to place tables and chairs in the sidewalk area for the purpose of serving food and beverages to their patrons. These cafés, when properly applied, add vibrancy and diversity to Portland's commercial streets. There are limitations placed on the size and location of the café area located in the public right-of-way. For more information regarding the Sidewalk Café program, call (503) 823-7002 or visit www.portlandoregon.gov/transportation.



C.25 - Vending Carts

Vending Carts may be allowed in the public right-of-way and are administered through a separate permitting process. Reference Portland City Code Chapter 17.26 and Portland Policy Document TRN-10.05. The Vending Cart program is administered by the Bureau of Transportation and allows certain types of goods and services to be sold in the public right-of-way. The goods or services must be sold from an approved cart, and limitations are placed on the location of the cart to allow sidewalk use to be accommodated in the public right-of-way. For additional information regarding the Vending Cart program, call (503) 823-7002, or visit <http://www.portlandonline.com/transportation/sidewalkvending>.



C.26 - Street Banners

The City periodically receives requests to place banners in the right-of-way for the purpose of identifying a neighborhood or public charitable event. Permits are issued for three types of banners placed on one of three types of structures: street light poles, utility poles or Transit Mall banner standards. This section applies to banners that hang over the public right-of-way, affixed to utility poles. For information on Transit Mall banner standards, refer to Portland City Code Chapter 17.45. Permits for hanging banners on street lights are issued by the Signals and Street Lighting Division (503.823.5185.)

For cross-street banners outside the Transit Mall, the banner must meet the following conditions:

- Cross-street banners may be used for the purpose of identifying a neighborhood event or a public charitable event only.
- Cross-street banner permits are issued to recognized neighborhood associations, district neighborhood coalitions and non-profit agencies only. There is no fee for a cross-street banner permit to such an agency.
- A cross-street banner may be in place for a maximum of four weeks and must be installed in the vicinity of the neighborhood or public charitable event it is announcing.
- Banner layout, design and location must be approved by the City Engineer.
- Logos of commercial supporters who help defray the cost of a banner must fit within a square that is no more than half the height of the banner.
- Installation of cross-street banners is not allowed at intersections, in underground wiring districts or on City street light or traffic signal poles.
- Banners shall be installed with the bottom of the banner a minimum of 18 feet above the travel way and a minimum of 10 feet above the sidewalk area.
- The banner shall be fabricated with crescent shaped slots held closed with a small piece of material or thread, which will blow open if a wind gust hits the banner, or some other equivalent means of reducing wind loading.
- The banner must be attached to a 3/8" or larger steel support cable strung between cable mounts. All banners must be hemmed, fitted with grommets and attached to the steel support cable with a 5/16" or larger nylon rope.
- Liability insurance shall be provided by one of the recognized neighborhood associations/district neighborhood coalitions or by a non-profit agency.

Street Banners (continued)

To apply for a cross-street banner, submission of the following is required:

- A letter requesting a cross-street banner permit, which includes a description of the event, the requested location, dates the cross street banner will be in place, contact person and phone number.
- Information on the banner including the layout, design, text, construction, and method of hanging the banner.
- Letter of authorization from the owner of the structure(s) to which the banner will be mounted.
- Liability insurance certificate and additional insured form that meet City of Portland Bureau of Transportation insurance requirements.



C.27 - Other Structures in the Public Right-of-Way

Proposals for other, less typical structures in the public right-of-way will be considered on a case-by-case basis. The following criteria identify general location and placement restrictions. The encroachment should be located:

- (1) Outside of the Through Pedestrian Zone
- (2) Outside of the Sidewalk Corner Obstruction-Free Area
- (3) Outside of any Bus Zone
- (4) Minimum 2' from the curb face
- (5) Minimum 5' from fire hydrants
- (6) Minimum 3' from utility, light or signal poles, guy wires and driveways

In addition, the location and placement must not compromise transportation safety (sight distance, visibility, object hazard), ADA requirements or interfere with City maintenance functions.

Encroachments and Building Projections

Encroachments in the Public Right-of-Way

This section describes specific types of encroachments and building projections that are defined by the International Building Code (IBC.) All building projections that encroach into the right-of-way and that meet Chapter 31 and Chapter 32 of the IBC and the following requirements may be allowed without an encroachment permit, unless otherwise specified herein.

- (1) The *Conditions Governing Encroachments in the Public Right-of-Way* (see pages 4-5) apply to permitted building projections as defined by the International Building Code.
- (2) IBC does not differentiate between alleys and streets. It is Portland Bureau of Transportation policy that no projections are allowed in alleys.
- (3) IBC categorizes building projections into four categories:
 - (a) 0' (at-grade) and below
 - (b) 0' to 8' above-grade
 - (c) 8'-15' above-grade
 - (d) 15' or more above-grade

IBC Chapter 32 states that encroachments 15' or more above grade shall not be limited; however, the Bureau of Transportation requires that building projections 15' or more above grade comply with the IBC regulations for encroachments that are 8'-15' above-grade.

D.1 - IBC Section 3202.1 – Encroachments Below Grade

“Encroachments below grade shall comply with Sections 3202.1.1 through 3202.1.3.”

3202.1.1 – Structural support. *A part of a building erected below grade that is necessary for structural support of the building or structure shall not project beyond the lot lines, except that the footings of street walls or their supports which are located at least 8 feet (2438 mm) below grade shall not project more than 12 inches (305 mm) beyond the street lot line.*

PBOT policy makes no changes to Section 3202.1.1. No encroachment permit is necessary for structural supports that meet these building code requirements.

3202.1.2 – Vaults and other enclosed spaces. *The construction and utilization of vaults and other enclosed space below grade shall be subject to the terms and conditions of the authority or legislative body having jurisdiction.*

Vaults and other enclosed below-grade spaces may be allowed within the right-of-way with a Revocable Encroachment Permit, a lease if conditions warrant it, and a building code appeal granted by the Bureau of Development Services. The building section within the right-of-way must be designed to be severable from the main building and the structural support for the building above grade must meet IBC 3202.1.1. No projections are allowed beyond the curb line. A minimum of 5' of clearance is required from the street gutter grade to the top of the building lid. It is the applicant's responsibility to demonstrate that no conflict will exist with street trees, streetlights, signals, ADA ramps or any other item constructed within the right-of-way permitted through the Public Works Permit.

A Revocable Encroachment Permit for the vault or other enclosed structure must be issued before the building code appeal to the Bureau of Development Services will be granted. The building code appeal submitted to the Bureau of Development Services must include a demonstration and statement from the structural engineer of record that the main building structure will meet all of the necessary structural requirements and remain stable under gravity, lateral, soil and flood loads if the projection is removed. The proposed design should clearly delineate the extent of the projection, both in plan view and in section view. The Revocable Encroachment Permit from the Bureau of Transportation must be included with the building code appeal. A revocable encroachment permit should also be issued for existing unpermitted vaulted basements upon being modified.

Vaulted and other enclosed structures extending beyond the curb line are considered a “*Major Encroachment*”. They are only allowed on a limited basis, are strongly discouraged and must be approved by City Council. See Transportation Administrative Rule TRN 8.01, *Encroachments in the Public Right-of-Way*, for more information on “*Major Encroachments*.”

3202.1.3 – Areaways. *Areaways shall be protected by grates, guards or other approved means.*

Areaways may be allowed in the public right-of-way. The areaway must be contained entirely within the building Frontage Zone and must be protected by grates, guards or other approved means meeting ADA requirements and IBC regulations. The areaway requires a Revocable Encroachment Permit, issued to the adjacent property owner. Areaways will be reviewed on a case-by-case basis. It is the applicant's responsibility to demonstrate the need for the areaway versus other means contained on private property.

A proposal for the areaway should be submitted to the Bureau of Transportation, along with a Revocable Encroachment Permit Application. If acceptable, a Revocable Encroachment Permit will be issued to the adjacent property owner. The applicant will be required to pay a permit fee, as well as a county recording fee, as required by Title 17 of the City Code.

D.2 – IBC Section 3202.2 – Encroachments above grade and below 8' in height

Encroachments into the public right-of-way above grade and below 8' (2438 mm) in height shall be prohibited except as provided for in Sections 3202.2.1 through 3202.2.3. Doors and windows shall not open or project into the public right-of-way.

Doors or windows that open or swing out into the right-of-way less than 8' above the sidewalk surface are only allowed under certain circumstances and require a revocable encroachment permit. The door must meet one of the two following conditions:

- (1) The door is used solely for access to an on-site garbage receptacle or utility room. The door or gate must be operated solely from the outside. The door must automatically return to the closed position except when it is flush and latched to the building wall.

-or-

- (2) The door is used solely as an emergency exit. The door must have no exterior hardware and must be connected to an audible alarm, which shall be operational at all times, to alert passersby when the door is being opened. The door is to be signed as an "emergency exit only".

Security gates that swing into the right-of-way at recessed doorways also require a revocable encroachment permit and must meet *both* of the following conditions:

- (1) The gate opens independently of the door.

-and-

- (2) The gate is locked in the open position at the start of the day and is closed at the end of the day. PBOT will not permit gates that are designed to be opened and closed throughout the day.

Door or window projections that do not meet the requirements of IBC Chapter 32 will require a building code appeal to the Bureau of Development Services. A Revocable Encroachment Permit for the door or window projection must be issued before the building code appeal will be granted by the Bureau of Development Services. The Revocable Encroachment Permit from the Bureau of Transportation must be included with the building code appeal. Proposals that do not meet the above conditions are discouraged and will be reviewed on a case-by-case basis. It is the applicant's responsibility to demonstrate the building constraints which cause the inability to meet the IBC regulations.

3202.2.1 – Steps. *Steps shall not project more than 12 inches (305 mm) and shall be guarded by approved devices not less than 3 feet (914 mm) high, or shall be located between columns or pilasters.*

Stairs and hand railings may be allowed within the right-of-way. A Revocable Encroachment Permit Application for the stairs and/or railings should be submitted to the Bureau of Transportation, including a site plan and any relevant details to clearly demonstrate the proposal. If it is acceptable, a Revocable Encroachment Permit will be issued to the owner of the property to which the encroachment is adjacent. The permit will detail specific maintenance and liability requirements. It will also be recorded with the county so that the permit will run with the land, and therefore any future owners will also be bound by the permit conditions. The applicant will be required to pay a permit fee as well as a county recording fee, as per Title 17 of the City Code. The stairs and hand railings shall be located so that they do not restrict the minimum sidewalk corridor width as defined in Table A (on page 7) and must be at least 1' away from the Thorough Pedestrian Zone.

Stairs and railings should be constructed so as to comply with Building Code and other applicable regulations, as if they were being constructed on private property. If the stairs exceed the allowed 1' encroachment of the International Building Code (IBC 3202.2.1), then a building code appeal to the Bureau of Development Services is also necessary.

In design districts, stairs and hand railings in the right-of-way may be subject to Design Review.

3202.2.2 – Architectural features. *Columns or pilasters, including bases and moldings shall not project more than 12 inches (305 mm). Belt courses, lintels, sills, architraves, pediments and similar architectural features shall not project more than 4 inches (102 mm).*

Structures extending from a building whose front is located at or within 1 foot of the property line, such as utility meters and valves, garage entry protections and other building appurtenances are allowed without a Revocable Encroachment Permit. The appurtenance must be severable, may not extend more than 1 foot from the face of the building and may not restrict the minimum required Thorough Pedestrian Zone as defined in Table A on page 7.

Decorative building facings and architectural features are allowed to extend up to 4 inches beyond the property line without a Revocable Encroachment Permit. The building facing must be severable, may not extend more than 4 inches into the right-of-way and may not restrict the minimum required Thorough Pedestrian Zone as defined in Table A on page 7.

Other building appurtenances and architectural features that do not meet these requirements are generally discouraged. Appurtenances and architectural features that do not meet the requirements of IBC Chapter 3202.2.2 will require a building code appeal to the Bureau of Development Services. A Revocable Encroachment Permit must be issued before the building code appeal will be granted by the Bureau of Development Services. The Revocable Encroachment Permit from the Bureau of Transportation must be included with the building code appeal. This type of proposal will be reviewed on a case-by-case basis.

3202.2.3 – Awnings. *The vertical clearance from the public right-of-way to the lowest part of any awning, including valances, shall be 7 feet (2134 mm) minimum.*

Awnings must be supported by the building or another structure on private property. No structural supports are allowed within the public right-of-way. Awnings may not extend more than two-thirds of the distance from the property line to the curb, and the horizontal clearance between the awning and the curb shall not be less than 2 feet.

Awnings that meet these requirements and the IBC regulations do not require Revocable Encroachment Permits. Awnings that do not meet these requirements and the IBC regulations are considered a “*Major Encroachment*.” They are only allowed on a limited basis, are strongly discouraged and must be approved by City Council. See Transportation Administrative Rule TRN 8.01, *Encroachments in the Public Right-of-Way*, for more information regarding “*Major Encroachments*.”

D.3 – IBC Section 3202.3 – Encroachments 8' or more above grade

Encroachments 8 feet (2438 mm) or more above grade shall comply with Sections 3202.3.1 through 3202.3.4.

3202.3.1 – Awnings, canopies, marquees and signs. *Awnings, canopies, marquees and signs shall be constructed so as to support applicable loads as specified in Chapter 16. Awnings, canopies, marquees and signs with less than 15 feet (4572 mm) clearance above the sidewalk shall not extend into or occupy more than two-thirds the width of the sidewalk measured from the building. Stanchions or columns that support awnings, canopies, marquees and signs shall be located not less than 2 feet (610 mm) in from the curb line.*

PBOT policy dictates that awnings, canopies, marquees and signs must be supported by the building or another structure on private property. No structural supports within the public right-of-way are allowed.

Awnings, canopies and signs may not extend more than two-thirds of the distance from the property line to the curb, and the horizontal clearance between the awning, canopy or sign and the curb shall not be less than 2 feet.

Marquees may project more than two-thirds of the distance from the property line to the curb line with the following conditions:

- (1) The marquee must be at least 12 feet above the sidewalk.
- (2) The horizontal clearance between the marquee and the curb line must be at least 2 feet.
- (3) The length of the marquee may not exceed 25 feet along the direction of the street.

Awnings, canopies, marquees and signs that meet these requirements and the IBC regulations do not require Revocable Encroachment Permits.

Awnings, canopies, marquees and signs that do not meet these requirements or the IBC regulations are considered a “*Major Encroachment*.” They are allowed on a limited basis, are strongly discouraged and must be approved by City Council. See Transportation Administrative Rule TRN 8.01, *Encroachments in the Public Right-of-Way*, for more information regarding “*Major Encroachments*.”

3202.3.2 – Windows, balconies, architectural features and mechanical equipment. *Where the vertical clearance above grade to projecting windows, balconies, architectural features or mechanical equipment is more than 8 feet (2438 mm), 1 inch (25 mm) of encroachment is permitted for each additional 1 inch (25 mm) of clearance above 8 feet (2438 mm), but the maximum encroachment shall be 4 feet (1219 mm).*

Oriel Windows and balconies that meet these IBC regulations do not require a Revocable Encroachment Permit. No oriel window or balcony projections are allowed less than 8' above grade. Over 8' above grade, one inch of encroachment is allowed for each additional inch of clearance above 8', with a maximum allowable encroachment of 4'. Oriel Windows and balconies that do not meet these IBC regulations are considered a "Major Encroachment" and require a lease. They are only allowed on a limited basis, are strongly discouraged, may require Design Review and must be approved by City Council. See Transportation Administrative Rule TRN 8.01, *Encroachments in the Public Right-of-Way*, for more information regarding "Major Encroachments." Reference Portland Policy Document ENB-15.51 for additional requirements of the Bureau of Development Services for oriel windows.

3202.3.3 – Encroachments 15 feet or more above grade. *Encroachments 15 feet (4572 mm) or more above grade shall not be limited.*

PBOT policy requires that all encroachments 15 feet or more above grade shall meet the same requirements encroachments 8 feet above grade (Section 3202.3).

3202.3.4 – Pedestrian Walkways. *The installation of a pedestrian walkway over a public right-of-way shall be subject to the approval of local authority having jurisdiction. The vertical clearance from the public right-of-way to the lowest part of a pedestrian walkway shall be 15 feet (4572 mm) minimum.*

Elevated Pedestrian Walkways are considered a "Major Encroachment" and require a lease. They are allowed on a limited basis, are strongly discouraged, may require Design Review and must be approved by City Council. See Transportation Administrative Rule TRN 8.01, *Encroachments in the Public Right-of-Way*, for more information regarding "Major Encroachments."

D.4 – IBC Section 3202.4 – Temporary encroachments

Where allowed by the local authority having jurisdiction, vestibules and storm enclosures shall not be erected for a period of time exceeding 7 months in any one year and shall not encroach more than 3 feet (914 mm) nor more than one-fourth of the width of the sidewalk beyond the street lot line. Temporary entrance awnings shall be erected with a minimum clearance of 7 feet (2134 mm) to the lowest portion of the hood or awning where supported on removable steel or other approved noncombustible support.

Per Portland City Code and PBOT policy, it is unlawful for any person to obstruct or cause to be obstructed any roadway, curb or sidewalk by leaving or placing, to remain longer than 2 hours, any object, material or article which may prevent free passage over any part of such street or sidewalk area. Reference Chapter 17.44.010 A.

Exception Process

Encroachments in the Public Right-of-Way

If a proposal for a right-of-way encroachment does not meet the policy as described in this document, the proposal may be reviewed by the Bureau of Transportation on a case-by-case basis, at the discretion of the Transportation Development Review Manager. The encroachment applicant should include the reasons for the exception request and an explanation of how the proposal meets the intent of City Code and adopted policies. The Development Review Manager will review the request and consult with staff and the City Engineer as needed. The applicant may be contacted for additional information. A written response will be provided to the applicant, explaining the reasons for approval or denial of the request. The timeline for a response may vary depending on the complexity of the issue. Decisions made by the Bureau of Transportation regarding proposed right-of-way encroachments are final.

Glossary

Encroachments in the Public Right-of-Way

- **Alley** - A facility primarily intended to provide access to the rear or side of lots or buildings in urban areas and not intended for through vehicular movement.
- **Bus Zone** – The area of the Sidewalk Corridor adjacent to a bus when stopped at a marked bus stop, running the length of the bus, necessary for passenger loading and unloading.
- **Curb Zone** – The area of the Sidewalk Corridor between the Furnishing Zone and the roadway as defined in Table A on page 7.
- **Design District** – Areas subject to Design Review as defined on the Zoning Map of the Comprehensive Plan and in Title 33.
- **Design Review** – Review by the Bureau of Development Services to ensure that facility design meets design parameters for development and preserves the conservation, enhancement, and continued vitality of the identified scenic, architectural, and cultural values of each Design District or area and the quality of development near transit facilities.
- **Frontage Zone** – The area of the Sidewalk Corridor between the Through Pedestrian Zone and the property line as defined in Table A on page 7.
- **Furnishing Zone** – The area of the Sidewalk Corridor between the Curb Zone and the Through Pedestrian Zone as defined in Table A on page 7.
- **Encroachment** – Any private structure installed within the Right-of-Way.

Glossary (continued)

- **Major Encroachment** – Any of the following specific encroachments, as defined in Transportation Administrative Rule TRN 8.01, Encroachments in the Public Right-of-Way:
 - a. sky-structures
 - b. building projections or extensions not covered by Title 16, Title 24 or Title 32
 - c. arcades
 - d. underground walkways
 - e. malls or parking
 - f. other structures for the movement of people or goods, excepting items regulated as utilities
- **Private** – For the purposes of this rule, “private” is defined as a facility not owned by the Bureau of Transportation, Bureau of Water Works or the Bureau of Environmental Services, or a facility that is owned by a Franchise Utility but not allowed though the franchise agreement.
- **Right-of-Way** – The area between property lines of a street, easement, tract or other area dedicated to the movement of vehicles, pedestrians and/or goods.
- **Sidewalk** – An improved facility intended to provide for pedestrian movement; usually, but not always, located in the public right-of-way adjacent to a roadway. Typically constructed of concrete. (See Standard Construction Specifications.)
- **Sidewalk Corner Obstruction-Free Area** – The space between the curb face and the lines created by extending the adjacent property lines (or boundary lines of the public sidewalk easements) to the curb face.
- **Sidewalk Corridor** – The area behind the curb face of a street and including the area designated for the Curb Zone, Furnishing Zone, Through Pedestrian Zone and the Frontage Zone as defined in Table A on page 7.
- **Structural Review** – Review by either the Bureau of Development Services or the Bureau of Transportation to ensure conformance of a structure with City standards and governing codes.
- **Through Pedestrian Zone** – The area of the Sidewalk Corridor between the Furnishing Zone and the Frontage Zone as defined in Table A on page 7.



MEMORANDUM

Planning Division

DATE: March 14, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Set Public Hearing for Amendment to Article 7, Section 7.08 and Section 7.25 of the Zoning Ordinance

INTRODUCTION:

Article 7, section 7.25 requires site plan review for new development of all historic properties by the Historic District Commission and the Planning Board. It further establishes that site plan review for new development of non-historic properties is required by the Planning Board. Article 7, section 7.08 also states that all Special Land Use Permit reviews will be conducted by the City Commission, with recommendations from the Planning Board, and that the Design Review Board is responsible for conducting design reviews for the alteration of existing buildings when no site plan review is required. However, the Zoning Ordinance does not explicitly delineate when a design review is required or when a site plan review is required.

Current City policy has been to require proposals that add square footage to a building or make significant changes to a site to obtain site plan approval. Proposals that are limited to modifying the exterior of an existing building but do not expand the building or alter the site are required to obtain design review.

BACKGROUND:

On June 19, 2017, the City Commission and the Planning Board held a joint study session to discuss current planning issues in the City. When discussing the existing regulations regarding the renovation of existing buildings several deficiencies and/or ambiguities were identified in the Zoning Ordinance. Specifically, the question was raised as to what triggers a site plan review as opposed to a design review. There was a general consensus among the group that these issues should be studied by the Planning Board with the goal of providing recommendations to the City Commission for ordinance amendments that will clarify which type of reviews are required.

Accordingly, the Planning Board has studied these issues over the past year, reviewed past projects and concerns that had been raised, and finalized draft ordinance language.

LEGAL REVIEW:

The City Attorney has reviewed the draft language and has no concerns.

FISCAL IMPACT:

There are no anticipated fiscal impacts of the proposed amendments.

SUMMARY:

On March 13, 2019, the Planning Board held a public hearing on the draft ordinance language to clarify the when design and / or site plan review is required, and to clarify which board(s) are required to complete the review. Board members voted unanimously to recommend approval of the amendments to Article 7, Section 7.08 and Section 7.25 of the Zoning Ordinance to clarify the review process.

ATTACHMENTS:

- Proposed ordinance language
- Planning Board report from March 13, 2019
- Relevant meeting minutes

SUGGESTED ACTION:

To set a public hearing date of May 6, 2019 to consider the following amendments to Chapter 126, Zoning, of the Code of the City of Birmingham to clarify the board review process for the renovation and new construction of buildings:

1. Article 7, Processes, Permits and Fees, Section 7.08, Design Review Requirements and;
2. Article 7, Processes, Permits and Fees, Section 7.25; Site Plan Review.

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 07 PROCESSES, PERMITS AND FEES, SECTION 7.08,
REQUIREMENTS TO CLARIFY REQUIREMENTS FOR SITE PLAN REVIEW.

Article 07, Section 7.08 shall be amended as follows:

7.08 Requirements

All Design Review plans for new non-historic construction also requiring Site Plan Review will be submitted to and reviewed by the Planning Board. All plans, not requiring Site Plan Review or Historic District Review, for ~~new construction~~, the alteration or painting of the exterior of any building and/or the addition of any lighting, signs, equipment or other structures which substantially alter the exterior appearance as determined by the City Planner shall be submitted to the Design Review Board for review. All plans for additions or alterations to historic structures or structures within a historic district shall be submitted to the Historic District Commission in addition to any required Site Plan Review. For uses requiring a special land use permit, Design Review of such uses shall be undertaken by the City Commission with recommendations from the Planning Board pursuant to Section 7.26. Those items not requiring Design Review by the Design Review Board are as follows:

- A. Single-family residential buildings and structures not located within a cluster development.
- B. Uses requiring a special land use permit. Design Review of such uses shall be undertaken by the City Commission with recommendations from the Planning Board pursuant to Section 7.26.
- C. Items such as gutters, downspouts, door and window replacement when similar materials are used, antennas, roof vents and small mechanical equipment not readily visible to the public, painting to a similar color, and items of ordinary repair and maintenance.

ORDAINED this _____ day of _____, 2019 to become effective 7 days after publication.

Patty Bordman, Mayor

Cherilynn Mynsberge, City Clerk

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 07 PROCESSES, PERMITS AND FEES, SECTION 7.25, REVIEW TO CLARIFY REQUIREMENTS FOR SITE PLAN REVIEW.

Article 07, Section 7.25 shall be amended as follows:

7.25 Review

1. Site Plan Reviews by the Planning Board are required for **all new construction of and additions to buildings for non-historic properties** and the following types of developments:
 - A. Single-family cluster developments.
 - B. Accessory building in all zoning district except single-family.
 - C. Attached Single-Family Residential (R8).
 - D. Two-Family Residential (R4).
 - E. Multiple-Family Residential (R5, R6, R7).
 - F. Neighborhood Business (B1).
 - G. General Business (B3, B2B, B2C).
 - H. Office/Residential (B3).
 - I. Business/Residential (B4).
 - J. Office (O1).
 - K. Office/Business (O2).
 - L. Parking (P) and all off-street parking facilities in any zoning district except in a district zoned single-family residential when the area thereof accommodates three or less vehicles.
 - M. Mixed Use (MX).
2. For properties located within historic districts designated under Chapter 62 of the Birmingham City Code, Site Plan Reviews will **also** be conducted by the Historic District Commission ~~and the Planning Board~~.
3. **Site Plan Reviews by the Planning Board are also required for all expansions and/or alterations of buildings as follows:**
 - a. **Where reconstruction of exterior walls of existing buildings exceeds 33.3% of the total exterior wall area; and / or**
 - b. **Any alteration to an existing building and/or site which significantly alters the vehicular and/or pedestrian circulation as determined by the City Planner.**

	Historic District Commission	Design Review Board	Planning Board
New construction and / or additions	Required if located in an Historic District	Not required	Required
Expansion/Alteration	Required if located in an Historic District	Not required	Required
Exterior modification without expansion/alteration of site per 7.25 (3)b	Required if located in an Historic District	Required	Not required

ORDAINED this _____ day of _____, 2019 to become effective 7 days after publication.

Patty Bordman, Mayor

Cherilynn Mynsberge, City Clerk



MEMORANDUM

Planning Division

DATE: March 8, 2019
TO: Planning Board
FROM: Jana L. Ecker, Planning Director
SUBJECT: Renovation of Commercial Properties

Background:

Questions have been posed as to the procedure for determining what level of board review is required for the renovation of a building or construction of a new building. Currently, there are three boards that review proposed modifications to buildings: the Planning Board, the Design Review Board, and the Historic District Commission.

Article 7, Section 7.25 of the Zoning Ordinance establishes the reviewing board for site plan reviews as follows:

For properties located within historic districts designated under Chapter 62 of the Birmingham City Code, Site Plan Reviews will be conducted by the Historic District Commission and the Planning Board. Site Plan Reviews by the Planning Board are required for non-historic properties and the following types of developments:

- A. Single-family cluster developments.*
- B. Accessory building in all zoning district except single-family.*
- C. Attached Single-Family Residential (R8).*
- D. Two-Family Residential (R4).*
- E. Multiple-Family Residential (R5, R6, R7).*
- F. Neighborhood Business (B1).*
- G. General Business (B3, B2B, B2C).*
- H. Office/Residential (B3).*
- I. Business/Residential (B4).*
- J. Office (O1).*
- K. Office/Business (O2).*
- L. Parking (P) and all off-street parking facilities in any zoning district except in a district zoned single-family residential when the area thereof accommodates three or less vehicles.*
- M. Mixed Use (MX).*

Thus, Article 7, section 7.25 requires site plan review for new development of all historic properties by the Historic District Commission and the Planning Board. Meanwhile site plan review for new development of non-historic properties is required by the Planning Board.

Article 7, Section 7.08 of the Zoning Ordinance establishes the review procedure for design reviews for all building renovation and construction activities as follows:

- *All Design Review plans for new non-historic construction also requiring Site Plan Review will be submitted to and reviewed by the [Planning Board](#).*
- *All plans, not requiring Site Plan Review or Historic District Review, for new construction, the alteration or painting of the exterior of any building and/or the addition of any lighting, signs, equipment or other structures which substantially alter the exterior appearance as determined by the City Planner shall be submitted to the [Design Review Board](#) for review.*
- *All plans for additions or alterations to historic structures or structures within a historic district shall be submitted to the [Historic District Commission](#) in addition to any required Site Plan Review.*
- *For uses requiring a special land use permit, Design Review of such uses shall be undertaken by the City Commission with recommendations from the Planning Board pursuant to Section 7.26. Those items not requiring Design Review by the Design Review Board are as follows:*
 - A. Single-family residential buildings and structures not located within a cluster development.*
 - B. Items such as gutters, downspouts, door and window replacement when similar materials are used, antennas, roof vents and small mechanical equipment not readily visible to the public, painting to a similar color, and items of ordinary repair and maintenance.*

Thus, Article 7, section 7.08 states that for all new non-historic construction projects, the Planning Board is responsible for conducting both the site plan review and design review. All plans for projects not requiring site plan review or HDC review such as exterior alternations, lighting, signs, equipment or other structures that substantially alter the exterior appearance of the building shall be reviewed by the DRB.

Article 7, section 7.08 also states that all Special Land Use Permit reviews will be conducted by the City Commission, with recommendations from the Planning Board. The Design Review Board is responsible for conducting design reviews for the alteration of existing buildings when no site plan review is required. However, it is not explicitly delineated when a design review is required or when a site plan review is required.

Current Planning Department Practice:

City policy has been to require proposals that add square footage to a building or make significant changes to a site that would affect vehicle or circulation patterns to obtain site plan approval. Proposals that are limited to modifying the exterior of the building but do not expand the building or alter the site are required to obtain design review.

The Planning Department has discretion to determine what plans go to Planning Board vs. Design Review Board as per Section 7.08 of the Zoning Ordinance.

Multi-family, mixed use and commercial properties and projects that require Planning Board Site Plan review include:

- The construction of new buildings;
- Modifications to a building that increase or decrease the principal building's square footage;
- Modifications to the site that significantly change vehicle or circulation patterns; and
- Modifications to the approved Site Plan that are of lesser quality than previously approved.

Multi-family, mixed use and commercial properties and projects that require Design Review by the Design Review Board include:

- The alteration or painting of the exterior of any existing building;
- The addition of any exterior building or site lighting;
- The addition or alteration of signage; and
- The addition of any equipment or other structures which substantially alter the exterior appearance as determined by the City Planner.

Issue:

The Zoning Ordinance establishes the review process for new construction and renovation of existing buildings. However, the Zoning Ordinance is not clear as to the extent an existing building can be renovated before it is deemed new construction, and the ordinance is not clear as to what specific changes trigger site plan review.

Some recent examples of projects that have been reviewed by the Design Review Board exclusively include the following:

- Lavery Audi dealer – 34602 Woodward
- Meadowbrook Urgent Care – 33722 Woodward
- OWC wine shop – 912 S. Old Woodward
- Holiday Market select – 1740 W. Maple

On June 19, 2017, the City Commission and the Planning Board held a joint study session to discuss current planning issues in the City. When discussing the existing regulations regarding the renovation of existing buildings several deficiencies and/or ambiguities were identified in the Zoning Ordinance. Specifically, the question was raised as to what triggers a site plan review as opposed to a design review. There was a general consensus among the group that these issues should be studied by the Planning Board with the goal of providing recommendations to the City Commission for ordinance amendments that will clarify which type of reviews are required.

On August 9th, 2017, the Planning Board held further discussion related to new construction and examined sample ordinance language requiring site plan approval for any alteration that affects the flow of traffic, the addition of building square footage, and if more than 25% of the exterior elevations are torn down. This discussion was carried into the next meeting on September 13th, 2017 where the Planning Board suggested revising the draft ordinance language to require site plan approval if more than 33.3% of the exterior elevations are torn down.

On September 13, 2017, the Planning Board briefly discussed the topic and summarized the problem. However, a detailed discussion of the issue was deferred to a later date.

On January 10th, 2018, the Planning Board reached a general consensus on commercial construction and renovation standards that would require Site Plan Approval. The Board then

worked on arranging the wording of the ordinance to portray the proposed changes in a concise manner.

On April 11th 2018, the Planning Board reviewed updated draft ordinance language and recommended several minor modifications to the language as presented. The Planning staff agreed to make the changes and bring it back to a future study session for final review before setting a public hearing for formal recommendation to the City Commission.

On January 9, 2019, the Planning Board reviewed modified draft ordinance language and recommended changes to codify the existing City policy as described above and in accordance with the comments of the last study session. The Planning Board requested several minor changes and agreed to bring the matter back for one more study session discussion.

On February 13, 2019, the Planning Board again reviewed draft ordinance language and discussed the impact of the proposed changes. Several minor changes were proposed to the draft ordinance language, and then the Planning Board voted to set a public hearing on the proposed amendments for March 13, 2019.

The proposed amendments have now been reviewed by the City Attorney, the Building Official and the City Engineer. Minor revisions were suggested and made, which do not affect the substantive provisions last discussed by the Planning Board. In addition, the draft ordinance language was provided to the members of the Design Review Board and Historic District Commission for their review and comment. Only one comment was received, and the email is attached to this memo for your review.

Suggested Action:

To recommend APPROVAL to the City Commission of the following amendments to Chapter 126; Zoning, of the Code of the City of Birmingham to clarify the board review process for the renovation and new construction of buildings:

1. Article 7, Processes, Permits and Fees, Section 7.08, Design Review Requirements and;
2. Article 7, Processes, Permits and Fees Section 7.25; Site Plan Review.

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 07 PROCESSES, PERMITS AND FEES, SECTION 7.08, REQUIREMENTS TO CLARIFY REQUIREMENTS FOR SITE PLAN REVIEW.

Article 07, Section 7.08 shall be amended as follows:

7.08 Requirements

All Design Review plans for new non-historic construction also requiring Site Plan Review will be submitted to and reviewed by the Planning Board. All plans, not requiring Site Plan Review or Historic District Review, for ~~new construction~~, the alteration or painting of the exterior of any building and/or the addition of any lighting, signs, equipment or other structures which substantially alter the exterior appearance as determined by the City Planner shall be submitted to the Design Review Board for review. All plans for additions or alterations to historic structures or structures within a historic district shall be submitted to the Historic District Commission in addition to any required Site Plan Review. For uses requiring a special land use permit, Design Review of such uses shall be undertaken by the City Commission with recommendations from the Planning Board pursuant to Section 7.26. Those items not requiring Design Review by the Design Review Board are as follows:

- A. Single-family residential buildings and structures not located within a cluster development.
- B. Uses requiring a special land use permit. Design Review of such uses shall be undertaken by the City Commission with recommendations from the Planning Board pursuant to Section 7.26.
- C. Items such as gutters, downspouts, door and window replacement when similar materials are used, antennas, roof vents and small mechanical equipment not readily visible to the public, painting to a similar color, and items of ordinary repair and maintenance.

ORDAINED this _____ day of _____, 2019 to become effective 7 days after publication.

Patty Bordman, Mayor

Cherilynn Mynsberge, City Clerk

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 07 PROCESSES, PERMITS AND FEES, SECTION 7.25, REVIEW TO CLARIFY REQUIREMENTS FOR SITE PLAN REVIEW.

Article 07, Section 7.25 shall be amended as follows:

7.25 Review

1. Site Plan Reviews by the Planning Board are required for **all new construction of and additions to buildings for non-historic properties** and the following types of developments:
 - A. Single-family cluster developments.
 - B. Accessory building in all zoning district except single-family.
 - C. Attached Single-Family Residential (R8).
 - D. Two-Family Residential (R4).
 - E. Multiple-Family Residential (R5, R6, R7).
 - F. Neighborhood Business (B1).
 - G. General Business (B3, B2B, B2C).
 - H. Office/Residential (B3).
 - I. Business/Residential (B4).
 - J. Office (O1).
 - K. Office/Business (O2).
 - L. Parking (P) and all off-street parking facilities in any zoning district except in a district zoned single-family residential when the area thereof accommodates three or less vehicles.
 - M. Mixed Use (MX).
2. For properties located within historic districts designated under Chapter 62 of the Birmingham City Code, Site Plan Reviews will **also** be conducted by the Historic District Commission ~~and the Planning Board~~.
3. **Site Plan Reviews by the Planning Board are also required for all expansions and/or alterations of buildings as follows:**
 - a. **Where reconstruction of ~~visible~~ exterior walls of existing buildings exceeds 33.3% of the total exterior wall area; and / or**
 - b. **Any alteration to an existing building and/or site which significantly alters the vehicular and/or pedestrian circulation as determined by the City Planner.**

	Historic District Commission	Design Review Board	Planning Board
New construction and / or additions	Required if located in an Historic District	Not required	Required
Expansion/Alteration	Required if located in an Historic District	Not required	Required
Exterior modification without expansion/alteration of site per 7.25 (3)b	Required if located in an Historic District	Required	Not required

ORDAINED this _____ day of _____, 2019 to become effective 7 days after publication.

Patty Bordman, Mayor

Cherilynn Mynsberge, City Clerk



Jana Ecker <jecker@bhamgov.org>

RE: Renovation and New Construction of Commercial Properties

1 message

Keith Deyer <kwdeyer@comcast.net>
To: Nicholas Dupuis <ndupuis@bhamgov.org>
Cc: Jana Ecker <Jecker@bhamgov.org>

Tue, Feb 26, 2019 at 4:17 PM

Hi Nick,

Thank you for sending the proposed changes.

I would offer the following thoughts for your consideration:

- It seems like the goal should be to reduce the number of board/commission reviews. All reviews in the Historic District should be done by the HDC. The HDC is fully capable of doing site plan reviews regardless of scale. I am not sure what problems we are trying to fix by moving more reviews to the Planning Board.
- All signage requests should go to just one board/commission for review.
- This proposal does not really clarify what constitutes an "alteration" beyond that "...**which significantly alters the vehicular and/or pedestrian circulation as determined by the City Planner**".

Regards, Keith

From: Nicholas Dupuis <ndupuis@bhamgov.org>
Sent: Tuesday, February 26, 2019 3:24 PM
To: Alexander Jerome <asjerome@gmail.com>; Ava Wells <avawells@gmail.com>; Dulce Fuller <d@woodwardandmaple.com>; Gigi Debbrecht <gigidebbrecht@yahoo.com>; Grace Donati <grace.donati@gmail.com>; John Henke <jwhenke@aol.com>; Joseph Mercurio <jfm248@gmail.com>; Keith Deyer <kwdeyer@comcast.net>; Michael Willoughby <mwilloughby@mwa-architects.com>; Natalia Dukas <nataliadukas@yahoo.com>; Patricia Lang <pal.family.friends@gmail.com>; Doug Burley <doug.burley@outlook.com>; Kevin Filthaut <kfilthau@umich.edu>
Cc: Jana Ecker <Jecker@bhamgov.org>
Subject: Renovation and New Construction of Commercial Properties

Hello all,

As we discussed during the Design Review Board meeting on Wednesday February 20th, the Planning Board will be reviewing the review processes and responsibilities for the three different boards that review commercial properties. The Zoning Ordinance establishes the review process for new construction and renovation of existing buildings. However, the Zoning Ordinance is not clear as to the extent an existing building can be renovated before it is deemed new construction, and the ordinance is not clear as to what specific changes trigger site plan review.

Please review the attached document, and provide comments and feedback directly to me (DO NOT REPLY ALL), so that the Planning Board may have your comments when deliberating. As a reminder, the HDC/DRB does not meet on Wednesday March 6th, as it is Ash Wednesday. Our next meeting is scheduled for March 20th.

Look forward to hearing from you!

Nicholas J. Dupuis

Planning Department



Email: ndupuis@bhamgov.org

Office: 248-530-1856

Social: [Linkedin](#)

BIRMINGHAM CITY COMMISSION /

PLANNING BOARD JOINT WORKSHOP SESSION MINUTES JUNE 19, 2017

DPS FACILITY, 851 SOUTH ETON

1.8 RENOVATION OF COMMERCIAL PROPERTIES

Planning Director Ecker explained that there are three boards that review building improvements consisting of the Planning Board, the Design Review Board and the Historic District Commission. The Zoning Ordinance establishes the review process for new construction and renovation of existing buildings. However, the Zoning Ordinance is not clear as to the extent an existing building can be renovated before it is deemed new construction, and the ordinance is not clear as to what specific changes trigger site plan review. Site plan reviews go to the Planning Board. If the building is in the historic district, it will also go to the Historic District Commission. If it is a design change only to an existing building, it would go to the Design Review Board. This issue came up particularly with the Audi building because they had not changed the footprint; it went to the Design Review Board. The question is should there be a clarification made to some of the ordinance language to determine how much of a renovation to an existing building is a renovation, or when it becomes new construction or a new building. She noted that this is not the first time for this issue.

She also suggested clarifying what exactly is a design change vs. a site plan change. In the past, a site plan change has been interpreted as a change in the footprint in the building or square footage, but it is unclear in the ordinance. Would the City like to see the review procedures amended for new construction and/or the renovation of existing buildings, both in terms of which boards review those actions and also whether there needs to be clarification on what constitutes renovation of an existing building, and where the line is drawn between that and new construction. Also, does the Commission wish to see a distinction or clear definition as to what constitutes a site plan change and what constitutes a design change.

Commissioner Sherman suggested it would be wise to have more of a review than what we have now.

Mr. Jeffares asked about dramatic changes in use. Ms. Ecker responded that would require an application for an occupancy permit and any building permits needed. The Building Department would route the plans to the other departments. The Planning Department would look at the use to confirm it is an approved use, and at parking to confirm it met the parking requirements. If there are no exterior changes to the building, it does not need to go to a board for planning review, according to the current ordinances.

Mr. Koseck asked if the Design Review Board look at things such as site issues, pedestrian flow, trash, pickup, access, etc. Ms. Ecker said the DRB focuses more heavily on the design and the signage than the site issues. They do discuss the site issues, but not as much detail as the Planning Board and have input.

Mayor Pro Tem Harris asked for specific examples when the ordinance did not require a site plan review and the project later was thought to have needed to have site plan review. Ms.

Ecker said the Audi building was an example of one that had concern expressed as to whether it needed a site plan review as well, but no changes were made to the layout of the site, access, etc. The Wachler building and the McCann building were other examples. A site on Cole Street was required to also go for site plan review, because changes were proposed to the parking lot and dumpster.

Commissioner DeWeese said the difference between design review and site plan review is not understood, and thinks it would be useful to have those defined and explained. He said that is also true of renovation and new construction. He added that site plan review considers internals, layout of other buildings around to see the interconnections between them, while Design Review does not look at as much, and so at a certain scale, it becomes important for site plan review.

Mayor Nickita said this is most evident in downtown overlay where we have specific requirements. The Surnow building is an example where we need the expertise of the Planning Board and the review that deals with specifics for a project of that sort. Maybe during the process, a recognition of the extent is clear, and if it is very minor and not much change, then it can be overlooked because we do not want to create difficulties when they are not there. We do not always know in the beginning of a project how big it might become. He thinks the Planning Board should have some type of review to be certain the project adheres to the City's guidelines.

Commissioner Bordman expressed concern about what happens when a project turns out to be more involved than originally thought. She is unsure that our ordinance could even address a situation like that without causing problems for the builder.

Ms. Boyce said it becomes more of a planning issue when an extensive renovation matched with a change in use occurs. She would like the Planning Board to have the opportunity to review it to make sure all of the issues are addressed.

Mayor Nickita said there seems to be solid support for reviewing this further and identifying a plan of action to address having a further review than we have done in the past. The intention is not to create another level of regulation, but we have to make sure we have the proper checks and balances.

Mr. Valentine said this issue will be added and brought back to the Commission.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, AUGUST 9, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan**

2. Renovation and New Construction of Commercial and Mixed-Use Buildings

Mr. Baka advised that questions have been posed recently as to the procedure for determining what level of board review is required for the renovation of an existing building or construction of a new building. The Zoning Ordinance establishes the review process for new construction and renovation of existing buildings. However, the Zoning Ordinance is not clear as to the extent an existing building can be renovated before it is deemed new construction, and the ordinance is not clear as to what specific changes trigger site plan review. There are three boards that review building improvements: the Planning Board, the Design Review Board ("DRB") and the Historic District Commission ("HDC").

Article 7, section 7.25 provides for site plan review for new development of all historic properties by the HDC and the Planning Board, and for site plan review for new development of non-historic properties by the Planning Board.

Article 7, section 7.08 of the Zoning Ordinance establishes the review procedure for design reviews for all building renovation and construction activities. For all new non-historic construction projects the Planning Board is responsible for conducting both the Site Plan Review and Design Review. All plans for projects not requiring Site Plan Review or HDC review such as exterior alternations, lighting, signs, equipment or other structures that substantially alter the exterior appearance of the building shall be reviewed by the DRB.

Finally, Article 7, section 7.08 states that all Special Land Use Permit ("SLUP") reviews will be conducted by the City Commission, with recommendations from the Planning Board.

The DRB is responsible for conducting design reviews for new construction and the alteration of existing buildings when no site plan review is required. However, it is not explicitly delineated when a design review is required or what necessitates a site plan review. City policy for many years has been to require proposals that add square footage to a building or make changes to a site that would affect vehicle or circulation patterns to obtain site plan approval. Proposals that are limited to modifying the exterior of the building but do not expand the building or alter the site are required to obtain design review only.

On June 19, 2017 the City Commission and the Planning Board held a joint study session to discuss current planning issues in the City. When discussing the existing regulations regarding the renovation of existing buildings, several deficiencies and/or ambiguities were identified in the Zoning Ordinance. Specifically, the question was raised as to what triggers a Site Plan Review as opposed to a Design Review. There was a general consensus among the group that these issues should be studied by the Planning Board with the goal of providing recommendations to the City Commission for ordinance amendments that will clarify which type of reviews are required.

Ms. Ecker explained that right now there is no distinction between minor renovation and major re-build. Mr. Baka said the DRB did the Design Review for the Fred Lavery building. No one knew that he was going to tear half of his building down but use the same footings and foundation. Mr. Lavery didn't anticipate how much of his building would have to come down until they were into construction. The question is how to handle that sort of situation.

Ms. Ecker maintained that if nothing else, the board should define what a site plan change is. Applicants are still appearing before a board, unless the change is so minor that it can receive administrative approval. Mr. Baka thought if a threshold is set where a project requires site plan review, but there are larger buildings that might not be making significant changes, they shouldn't be required to have a site plan review.

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 07 PROCESSES, PERMITS AND FEES, SECTION 7.08, REQUIREMENTS TO CLARIFY REQUIREMENTS FOR SITE PLAN REVIEW.

Article 07, Section 7.08 shall be amended as follows:

7.25 Review

All Design Review plans for new non-historic construction also requiring Site Plan Review will be submitted to and reviewed by the Planning Board. All plans, not requiring Site Plan Review or Historic District Review, for ~~new construction~~, the alteration or painting of the exterior of any building and/or the addition of any lighting, signs, equipment or other structures which substantially alter the exterior appearance as determined by the City Planner shall be submitted to the Design Review Board for review. All plans for additions or alterations to historic structures or structures within a historic district shall be submitted to the Historic District Commission in addition to any required Site Plan Review. For uses requiring a special land use permit, Design Review of such uses shall be undertaken by the City Commission with recommendations from the Planning Board pursuant to Section 7.26. Those items not requiring Design Review by the Design Review Board are as follows:

- D. Single-family residential buildings and structures not located within a cluster development.
- E. Uses requiring a special land use permit. Design Review of such uses shall be undertaken by the City Commission with recommendations from the Planning Board pursuant to Section 7.26
- F. Items such as gutters, downspouts, door and window replacement when similar materials are used, antennas, roof vents and small mechanical equipment not readily visible to the public, painting to a similar color, and items of ordinary repair and maintenance.

ORDAINED this _____ day of _____, 2017 to become effective 7 days after publication.

Mark Nickita, Mayor

Cherilynn Brown, City Clerk

**CITY OF BIRMINGHAM
PLANNING BOARD ACTION ITEMS
OF WEDNESDAY, SEPTEMBER 13, 2017**

3. Renovation and New Construction of Commercial and Mixed-Use Buildings

Mr. Baka advised that questions have been posed recently as to the procedure for determining what level of board review is required for the renovation of an existing building or construction of a new building. The Zoning Ordinance establishes the review process for new construction and renovation of existing buildings. However, the Zoning Ordinance is not clear as to the extent an existing building can be renovated before it is deemed new construction, and it is not clear as to what specific changes trigger site plan review. There are three boards that review building improvements: the Planning Board, the Design Review Board and the Historic District Commission.

Article 7, section 7.25 provides for site plan review for new development of all historic properties by the Historic District Commission and the Planning Board, and for site plan review for new development of non-historic properties by the Planning Board.

Article 7, section 7.08 states that for all new non-historic construction projects the Planning Board is responsible for conducting both the site plan review and design review. All plans for projects not requiring site plan review or HDC review such as exterior alternations, lighting, signs, equipment or other structures that substantially alter the exterior appearance of the building shall be reviewed by the DRB. Finally, Article 7, section 7.08 states that all Special Land Use Permit ("SLUP") reviews will be conducted by the City Commission, with recommendations from the Planning Board. The Design Review Board is responsible for conducting design reviews for new construction and the alteration of existing buildings when no site plan review is required. However, it is not explicitly delineated when a design review is required or when a site plan review is required.

City policy for many years has been to require proposals that add square footage to a building or make changes to a site that would affect vehicle or circulation patterns to obtain site plan approval. Proposals that are limited to modifying the exterior of the building but do not expand the building or alter the site are required to obtain only design review.

At the joint City Commission/Planning Board meeting on June 19, 2017 discussion occurred regarding current planning issues in the City. When discussing the regulations regarding the renovation of existing buildings, several deficiencies and/or ambiguities were identified in the Zoning Ordinance. Specifically, the question was raised as to what triggers a site plan review as opposed to a design review. There was a general consensus among the group that these issues should be studied by the Planning Board with the goal of providing recommendations to the City Commission for ordinance amendments that will clarify which type of reviews are required.

In an attempt to create objective criteria to delineate between what requires site plan review and what requires design review, the Planning Staff has provided draft ordinance language which would codify the existing City policy as described above.

The issue was discussed at the Planning Board meeting on August 9, 2017. The meeting reaffirmed the issue that right now there is no distinction between minor renovations and major re-builds of commercial buildings in Birmingham, and the possibility of a threshold being introduced to determine which board (DRB or PB) will perform the review. Members of the Planning Board agreed that the ordinance language should be clarified to say:

- A full Site Plan Review is required if more than 33.3% of the exterior elevations are torn down;
- The addition of square footage to any development shall be considered an expansion which requires site plan review;
- Any alteration which significantly alters the traffic or pedestrian circulation functions on a site as determined by the City Planner shall also require Site Plan Review.

Accordingly, the Planning Division is once again providing the draft ordinance language for comment by the Planning Board.

Mr. Baka explained if this ordinance language was in place Fred Lavery Audi Dealer would not have received approval off a demolition permit because they would not have had Site Plan Review, which would have been required as more than 33.3% of the building sides were removed. The DRB looks at the site, but does not consider the streetscape requirements.

Chairman Clein stated they are trying to avoid four walls going away and being rebuilt that feel like new construction but with no regard to any other site plan issues.

It was agreed to defer this topic to a future date.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JANUARY 10, 2018
City Commission Room
151 Martin Street, Birmingham, Michigan**

01-06-18

Review Process for Renovation/Reconstruction Projects

Mr. Baka advised that questions have been posed as to the procedure for determining what level of board review is required for the renovation of a building or construction of a new building. Currently there are three boards that review proposed modifications to buildings: the Planning Board, the Design Review Board ("DRB"), and the Historic District Commission ("HDC").

Currently, the Planning Dept. has discretion to determine what plans go to the Planning Board vs. the DRB as per section 7.08 of the Zoning Ordinance.

Currently, site plan review is required by the Planning Board for:

- new construction;
- increasing or decreasing the principal building's square footage and / or changing the building footprint;
- significant changes that are proposed to the circulation patterns of the site; and
- modifications are proposed to a previously approved site plan that are of lesser quality design or materials than previously approved.

Currently, design review is required by the Design Review Board Review for:

- the alteration or painting of the exterior of any building;
- the addition of any lighting;
- the addition of signage; and
- the addition of equipment or other structures which substantially alter the exterior appearance as determined by the City Planner.

The Zoning Ordinance establishes the review process for new construction and renovation of existing buildings. However, the Zoning Ordinance is not clear as to the extent an existing building can be renovated before it is deemed new construction, and the ordinance is not clear as to what specific changes trigger Site Plan Review.

At the Planning Board meeting of September 13, 2017, the board suggested revising the draft ordinance language to require site plan approval if more than 33.3% of the exterior elevations are torn down.

Staff has provided draft ordinance language that adds to section 7.25 as follows:

- for the purpose of this section new construction shall include the partial demolition and reconstruction of an existing building where 33.3% or more of the exterior elevations are demolished;
- for the purpose of this section the addition of square footage to any development shall be considered an expansion which requires Site Plan Review;

- any alteration which significantly alters the traffic or pedestrian circulation on a site as determined by the City Planner shall also require Site Plan Review.

Draft ordinance language added to section 7.08 strikes "new construction" from the description of all plans not requiring Site Plan Review or Historic District Review.

Answering Mr. Koseck, Mr. Baka explained that "exterior elevations" means all four sides. The intent was 33.3% of the exterior envelope.

Ms. Ecker clarified that if square footage is added to a building they would have to meet the parking requirements including the mezzanine, unless the property is in the Parking Assessment District.

Mr. Koseck offered staff his recommendations for language that simplifies the explanation of what types of reviews go to each board.

It was determined that the Planning Board would need to see this one more time with the language changes before it goes to the City Commission.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, APRIL 11, 2018
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on March 28, 2018. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Member Daniel Share; Student Representative Ellie McElroy (arrived at 8:35 p.m.)

Also Present:

Absent: Alternate Board Member Nasseen Ramin; Student Representatives Madison Dominato, Sam Fogel

Administration: Brooks Cowan, Planner

Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

04-59-18

STUDY SESSION

1. Review Process for Renovation/Reconstruction Projects

Mr. Cowan advised that currently there are three boards that review proposed modifications to buildings: the Planning Board, the Design Review Board ("DRB"), and the Historic District Commission ("HDC").

Issue:

The Zoning Ordinance establishes the review process for new construction and renovation of existing buildings. However, the Zoning Ordinance is not clear as to the extent an existing building can be renovated before it is deemed new construction, and the ordinance is not clear as to what specific changes trigger Site Plan Review.

After several study sessions, on January 10, 2018 the Planning Board reached a general consensus on commercial construction and renovation standards that would require Site Plan Approval. They arranged the wording of the ordinance to portray the proposed changes in a concise manner.

Planning Staff considered recent suggestions and then divided construction into three categories: historic, new, and expansions/alterations. This specifies requirements for each type of construction, and having separate categories may provide for more efficient ordinance language amendments in the future. Upon further discussion staff agreed that a number four would be merited for the Design Review Board ("DRB").

Ms. Ecker added that number four does not exist in the current draft. it was added since the last meeting to state that if you are not historic, not new construction, and not going to the Planning Board or the Historic District Commission, you have to go to the DRB if you make exterior alterations to your building.

She recalled the review process was one of the items discussed at the joint Planning Board/City Commission last June.

Mr. Cowan went over comments that were made by the Building Official:

- Amend Article 07, section 7.25 Review (2) to read: "Site Plan Reviews by the Planning Board are required **for all new construction and additions to buildings** for the following types of developments"
- Amend Article 07, section 7.25 Review (3) to read: "Site Plan Reviews by the Planning Board are required for all expansions and/or alterations of buildings in the following types of **(re)**development, not including the addition of new interior mezzanines"

Responding to suggestions by the Chairman, Ms. Ecker removed "and the Planning Board" from Article 07, section 7.25 Review (1). For Article 07, section 7.25 Review (2) add "also" in front of "required." In Article 07, section 7.25 Review (3) add after "in" "as noted in number 2 above" or words to that effect.

It was discussed that this information might work in a chart form in addition to the printed material.

It was consensus to bring this matter back to the Planning Board study session on May 9th.

Planning Board Minutes January 9, 2019

STUDY SESSION ITEMS

1. Renovation of Commercial properties

Mr. Baka explained that questions have been posed as to the procedure for determining what level of board review is required for the renovation of a building or construction of a new building. Currently there are three boards that review proposed modifications to buildings: the Planning Board, the Design Review Board ("DRB"), and the Historic District Commission ("HDC").

Article 7, section 7.25 requires site plan review for new development of all historic properties by the HDC and the Planning Board. Meanwhile site plan review for new development of non-historic properties is required by the Planning Board.

Article 7, section 7.08 states that for all new non-historic construction projects, the Planning Board is responsible for conducting both the site plan review and design review. All plans for projects not requiring site plan review or HDC review such as exterior alternations, lighting, signs, equipment or other structures that substantially alter the exterior appearance of the building shall be reviewed by the DRB. Article 7, section 7.08 also states that all Special Land Use Permit ("SLUP") reviews will be conducted by the City Commission, with recommendations from the Planning Board.

The DRB is responsible for conducting design reviews for new construction and the alteration of existing buildings when no site plan is required. However, City policy has been to require proposals that add square footage to a building or make changes to a site that would affect vehicle or circulation patterns to obtain site plan approval. Proposals that are limited to modifying the exterior of the building but do not expand the building or alter the site are required to obtain design review.

After several study sessions the board came up with a formula for which they felt it would be appropriate to require site plan reviews by the Planning Board for expansions or alterations of buildings, not including the addition of new interior mezzanines if two specific requirements are met:

- a. Reconstruction of visible exterior walls of existing buildings exceeding 33.3% of the total visible wall area;
- b. Any alteration to an existing building and / or site which significantly alters the vehicular and / or pedestrian circulation as determined by the City Planner.

Board members made the following comments about changes to the proposed ordinance:

- The Planning Board doesn't want to look at the tear down of over one third of a residential wall.
- It is not right that the Planning Board does not review City projects.
- That issue has not been discussed at joint meetings with the City Commission.
- At times with a project that said they would not tear down more than 33% of walls, they end up taking out 75%. That is against their approved design review and therefore site plan

review would be required. Construction could be held up because a Stop Work Order would be imposed.

- Ask the City Attorney if that needs to be clarified and if so, what language would he suggest.
- It makes sense to swap numbers 1 and 2 in the proposed ordinance and the same thing with the matrix.

Mr. Baka added that the new number 1 would state that site plan reviews by the Planning Board as referenced in section 7.25 (1) of this section are also required.

Planning Board Minutes February 13, 2019

1. Renovation of Commercial Properties

Planning Director Ecker reviewed her February 4, 2019 memorandum to the Planning Board regarding the item, noting that Building Official Johnson had also reviewed the proposed updates and made some minor changes.

She added she would:

- Include a space between 'of' and 'and' in the proposed update to 7.25(1);
- Include a semicolon at the end of 7.25(3)(a) followed by 'and/or';
- Update 7.25(3) and 7.25(3)(a) to read "Site Plan Reviews by the Planning Board are also required for all expansions and/or alterations of buildings as follows: a. Where reconstruction of exterior walls of existing buildings exceeds 33.3% of the total exterior wall area; and/or", while leaving the wording of 7.25(3)(b) as presented.
- Update the final row of the included chart to read "Exterior modification without expansion/alteration of site per 7.25(3)", removing 'b' from the description.

Chairman Clein asked the Board for comment on the proposed ordinance updates, and asked how these changes would be implemented.

Planning Director Ecker confirmed:

- If a commercial property renovation did not have a site plan review, and began to make substantial changes to the building as defined in the proposed ordinance updates, the City would issue a stop work and require the owner to undergo a site plan review.
- Since commercial properties are required to submit a demolition plan to the Building Department, inspectors would be keeping an eye on the project. Should the inspectors find that more changes are made than originally detailed in the submitted demolition plan, the owner of the commercial property in question would be called in for a site plan review.
- The Planning Department could notify commercial owners renovating their properties from the outset, per Mr. Jeffares' suggestion, so that no owner could claim they were not aware of the site plan review requirements should the issue arise.
- City staff can also work to mitigate the potential issues caused by a temporary stop work by negotiating with the property owner to continue on any work that would not be related to the site plan review.
- The Planning Department does not mandate meetings with an owner prior to a site plan review, but most applicants do come in for a meeting in an attempt to resolve any issues that may arise ahead of the review.

Mr. Share stated that if a historic building were doing a substantial change, the Planning Department would send the building owner through for a site plan review at the Historic District Commission.

Mr. Koseck clarified that most often owners are trying to save money by doing a limited renovation, and then discover that more work is required for the renovation than expected.

Planning Director Ecker concurred.

Motion by Mr. Share

Seconded by Mr. Koseck to set a public hearing date of March 13, 2019 to consider amendments to Chapter 126; Zoning, of the Code of the City of Birmingham to Article 7, Section 7.08, Requirements and; Article 7, Section 7.25; Review in order to clarify the board review process for renovation and new construction, as presented, with the inclusion of the editorial and clarifying comments introduced this evening.

Motion carried, 5-0.

VOICE VOTE

Yeas: Clein, Jeffares, Koseck, Share, Whipple-Boyce

Nays: None

Absent: Boyle, Emerine, Ramin, Williams

DATE: March 25, 2019

TO: Joseph A. Valentine, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Set a Public Hearing for a Lot Combination of 411 Hanna Street, Parcel # 1936182005 - T2N, R10E, SEC 36 CHAMBERLAIN SUB E 5 FT OF LOT 3 & ALL OF LOT 4 and 425 Hanna Street, Parcel # 1936156006 - T2N, R10E, SEC 36 SCHLAACK BROS ADD LOT 20, ALSO N 1/2 OF VAC ALLEY ADJ TO SAME

INTRODUCTION:

The owner of 411 and 425 Hanna Street is seeking approval for a lot combination of two parcels into one.

BACKGROUND:

The owner of the properties of 411 & 425 Hanna Street has applied to combine the two lots into one. The applicant wishes to knock down the two houses on these sites and build a new home on the combined lot within the regulations of the R3 zone.

LEGAL REVIEW:

The City Attorney has reviewed the application and has no concerns.

FISCAL IMPACT:

Not applicable.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing for date of **May 6, 2019** to consider the proposed combination, pursuant to the procedures set forth in Section 102-83 of the Combination of Land Parcels Ordinance.

ATTACHMENTS:

- Application
- Letter to the City
- Proof of ownership and other documents
- Lot Combination Report
- Registered Land Survey

SUGGESTION ACTION:

To set a public hearing for May 6, 2019 to consider the proposed lot combination of 411 and 425 Hanna Street, Parcel # 1936182005 & # 1936156006.

Combination of Platted Lots Application

1. Applicant

Name: Michael Kelter on behalf of NFL Holdings LLC
 Address: 466 Hanna
Birmingham, MI, 48009
 Phone Number: 248-388-1188
 Fax Number: N/A
 Email Address: michaelkelter1@mac.com

2. Applicant's Attorney/Contact Person

Name: As above
 Address: _____

 Phone Number: _____
 Fax Number: _____
 Email Address: _____

3. Project Information

Address/Location of Property: 411 and 425 Hanna

 Sidwell #: 411: 08-19-36-182-005 and 425: 08-19-36-182-004
 Current Zoning: R-3

Property Owner

Name: NFL Holdings LLC
 Address: 33717 Woodward Ave, Suite 137
Birmingham, MI, 48009
 Phone Number: 248-388-1188
 Fax Number: N/A
 Email Address: michaelkelter1@mac.com

Survey Company

Name: Warren Avery/Urban Land Consultants
 Address: 8800 23 Mile Road
Shelby Twp, MI, 48316-4516
 Phone Number: 586-731-8030 x 300
 Fax Number: 586-731-2605
 Email Address: wavery@urban-land.com

Legal Description: 411: Lots 4 and the East 5 feet of Lot 3, CHAMBERLAIN SUBDIVISION, according to the recorded plat thereof, as recorded in Liber 10 of Plats, Page 39, Oakland County Records
425: Lot 3, EXCEPT the East 5 feet thereof, CHAMBERLAIN SUBDIVISION, according to the recorded plat thereof, as recorded in Liber 10 of Plats, Page 39, Oakland County Records

4. Attachments

- Proof of ownership
- Written statement of reasons for request
- A letter of authority or power of attorney in the event the application is made by a person other than the property owner
- Other data having a direct bearing on the request
- **Sketches of proposed development (optional)**
- One digital copy of plans
- Two (2) copies of a **registered** land survey showing:
 - All Existing and proposed platted lot lines
 - Legal descriptions of proposed lots
 - Locations of existing/surrounding structures for at least 500 feet in all directions
 - Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked.

(I), (We), the undersigned, do hereby request to combine lots of record in the City of Birmingham, Oakland County, Michigan. (I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

Signature of Property Owner: _____ Date: 3-1-2019
 Print Name: Michael Kelter on behalf of NFL Holdings LLC
 Signature of Applicant: _____ Date: 3-1-2019
 Print Name: Michael Kelter on behalf of NFL Holdings LLC

Fee: **\$200.00 per lot affected, minimum fee \$400**

Notice Signs - Rental Application Community Development

1. Applicant

Name: Michael Kelter on behalf of NFL Holdings LLC
 Address: 466 Hanna
Birmingham, MI, 48009
 Phone Number: 248-388-1188
 Fax Number: N/A

Property Owner

Name: NFL Holdings LLC
 Address: 33717 Woodward Ave, Suite 137
Birmingham, MI, 48009
 Phone Number: 248-388-1188
 Fax Number: N/A

2. Project Information

Address/Location of Property: 411 & 425 Hanna
 Name of Development: N/A
 Area in Acres: Less than one acre

Name of Historic District site is in, if any: N/A
 Current Use: Residential
 Current Zoning: R-3

3. Date of Board Review

Board of Building Trades Appeals: _____
 City Commission: _____
 Historic District Commission: _____
 Planning Board: _____

Board of Zoning Appeals: _____
 Design Review Board: _____
 Housing Board of Appeals: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: _____

Date: 3.1.19

Office Use Only

Application #: _____ Date Received: _____ Fee: _____
 Date of Approval: _____ Date of Denial: _____ Reviewed by: _____

March 1, 2019

City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012

RE: 411/425 Hanna Lot Combination Application

To Whom It May Concern:

Attached and enclosed, please find two binders containing the hard copy application and required supplements, along with the requisite certified surveys. A digital copy of this entire submission is also being submitted simultaneously.

I have been a Birmingham resident since 1992; my wife Lizzie since 2001; and our two children their entire lives. We currently live at 466/492 Hanna. In 2016, I acquired 425 Hanna and in 2018 acquired 411 Hanna (currently vacant). These two properties are owned by NFL Holdings LLC and NFL Holdings III, LLC respectively, both of which I am the sole owner.

We respectfully request approval from the City to combine 411 and 425 Hanna into one lot, maintaining the R-3 zoning designation, for purposes of building a single-family residence for our family. We have lived in our existing house since 2011, when our children were four and newborn. Now that they are eleven and eight, our needs have changed and evolved, and it is our desire to build a house from the ground up that will serve our family for many years to come, and Lizzie and I well past the time our children leave home.

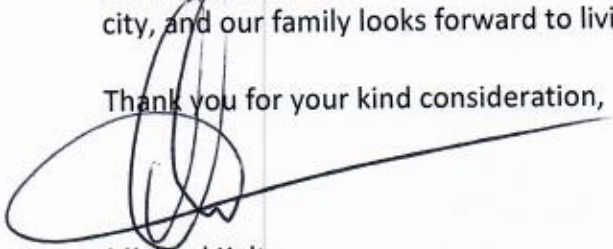
The combination of these two lots will result in a single lot which is well under the required threshold of no more than twice the width (90' vs 125.3') and twice the total area (14,580 vs 18,068) of the surrounding lots. There are many, many homes in the immediate neighborhood with lots of this size and significantly larger, including our existing home directly across the street from the proposed combination. In most instances, these homes occupy a much larger percentage of the total area than our new home will, as we do not intend to exceed the allowable 30% lot coverage – thus not only creating a beautiful new home in the city, but preserving quite a bit of open space, as this is a corner lot and requires substantial setbacks on both street-facing sides.

Immediately upon approval of this application, we will tear down 411 Hanna. Included herein is the accepted proposal from our demolition contractor, Milford Contracting (the timeline shown is simply to establish how long this will take and obviously does not have the actual start date). They will secure the necessary permits for this work and tear down the existing home immediately upon approval, and then we will begin finalizing our design and constructions plans for submission and issuance of those permits.

We do not anticipate requesting any variances for the construction. In fact, it is likely that our ultimate footprint will actually be smaller than what is allowed and shown on the attached survey (and please note that the footprint shown already results in less than the allowable 30% lot coverage due to the required setbacks). The house will be designed by the world-renowned and multiple award-winning architectural firm of Khanna-Schultz of Brooklyn. Landscape design and construction will be in partnership with Michael J. Dul & Associates of Birmingham.

In summary, we hope that the City finds this request reasonable and acceptable. The combined lot readily meets all requirements for a combination and no variances or special accommodations are requested. Our new home promises to be a major upgrade to this important corner of the city, and our family looks forward to living in it for many, many years to come.

Thank you for your kind consideration,

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a long horizontal line extending to the right.

Michael Kelter

FRASCO CAPONIGRO
WINEMAN SCHEIBLE HAUSER LUTTMANN

ATTORNEYS AND COUNSELLORS

HENRY WINEMAN

ALSO ADMITTED IN PENNSYLVANIA

February 28, 2019

City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012

Re: *NFL Holdings, LLC and NFL Holdings III, LLC*

To Whom It May Concern:

Please be advised that the undersigned serves as legal counsel for Michael Kelter, sole owner of NFL Holdings, LLC, a Michigan limited liability company, and NFL Holdings III, LLC, a Michigan limited liability company. As the sole owner, Michael Kelter has sole decision making authority on behalf of both companies.

Should you need any further information, please do not hesitate to contact our office.

Very truly yours,

FRASCO CAPONIGRO WINEMAN
SCHEIBLE HAUSER & LUTTMANN, PLLC



Henry Wineman

HW/mel
cc: Client

1301 WEST LONG LAKE | SUITE 250 | TROY, MI 48098

O: 248.334.6767 | E: HW@FRASCAP.COM

WWW.FRASCAP.COM

NOTICE OF ASSESSMENT, TAXABLE VALUATION,
AND PROPERTY CLASSIFICATION

This form is issued under the authority of P.A. 206
of 1893, Sec. 211.24 (c) and 211.34 (c), as amended.
This is a model assessment notice to be used by the
local assessor.

Michigan Department of Treasury, STC
1019 (Rev. 12-03)

L-4400

FROM CITY OF BIRMINGHAM

PO BOX 3001
BIRMINGHAM MI 48012-3001

THIS IS NOT
A TAX BILL

NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL:

NFL HOLDINGS LLC
33717 WOODWARD AVE STE 137
BIRMINGHAM MI 48009-0913

PROPERTY IDENTIFICATION: (Parcel Code required. Property address
and legal description optional):

08-19-36-182-004

425 HANNA ST

SCHOOL DISTRICT: 030

THIS PROPERTY IS CLASSIFIED AS: 401 (401 RES IMP)

PRIOR YEAR'S CLASSIFICATION IF DIFFERENT:

Since 1995 your property taxes have been calculated on your Taxable Value (see line 1 below). The Taxable Value number entered in the "Change" column does not indicate a change in your taxes. This number indicates the change in the Taxable Value.

The State Equalized Value (see line 4 below) is the Assessed Value multiplied (see line 2 below) by the Equalization Factor, if any (see line 3 below). The State Equalized Value must be approximately 50% of the market value.

IF THERE WAS A TRANSFER OF OWNERSHIP on your property in 2018, your 2019 Taxable Value will be the same as your 2019 State Equalized Value. Please see line 5 below regarding Transfer of Ownership on your property.

IF THERE WAS NOT A TRANSFER OF OWNERSHIP on your property in 2018, your 2019 Taxable Value is calculated by multiplying your 2018 Taxable Value (see line 1 below) by 1.024 (which is the Inflation Rate Multiplier for the current year).

Physical changes in your property may also increase or decrease your Taxable Value. Your 2019 Taxable Value cannot be higher than your 2019 State Equalized Value.

*This change in Taxable Value will increase/decrease your 2019 tax bill by approximately: \$292.36 based on the 2018 tax rates.		PRIOR AMOUNT YEAR: 2018	CURRENT AMOUNT YEAR: 2019	CHANGE
1. TAXABLE VALUE (Current amount is tentative):		230,880	236,420	5,540 *
2. ASSESSED VALUE:		230,880	241,680	10,800
3. TENTATIVE EQUALIZATION FACTOR:	1.000			
4. STATE EQUALIZED VALUE (Current amount is tentative):		230,880	241,680	10,800
There WAS/WAS NOT a transfer of ownership on this property in 2018: WAS NOT				

The Board of Review will meet at Springdale Golf Course (300 Strathmore Rd.) on Tuesday, March 5th for an Organizational Meeting from 9:00 am until Completion of Business. Appointments will begin on:
Monday, March 11th from 9:00 am until 12:00 noon and 1:30 pm until 4:30 pm.
Tuesday, March 12th from 9:00 am until 12:00 noon and 1:30 pm until 4:30 pm.
Thursday, March 14th from 1:30 pm until 4:30 pm and 6:00 pm until 9:00 pm.
Protests may be made by written appeal or in person. Petitioner agents must provide a written appeal with the ORIGINAL signature of the petitioner represented and current date. (Fax not accepted.) Written appeals must be received by 9:00 pm on Thursday, March 14th. NO FAX OR E-MAIL APPEALS WILL BE ACCEPTED. For an appointment IN ADVANCE, please contact Oakland County Equalization Division, PRIOR TO March 1st, Toll Free at 1-888-350-0900, Extension 81864 or (248) 858-1864.

% Exempt As "Principal Residence" or "Michigan Business Tax": 2019	.00%	Year End 2018 P. R. E.	.00%
% Exempt As "Qual. Agricultural / Qual. Forest Property":	.00%	% Exempt as "Development Property":	.00%

The denial of an exemption from the local school operating tax for "qualified agricultural properties" may be appealed to the local Board of Review. The denial of an exemption from the local school operating tax for a "homeowner's principal residence" may be appealed to the Michigan Tax Tribunal by the filing of a petition within 35 days of issuance of this notice. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.
Properties classified as Agricultural and Residential must protest at the Board of Review to protect the right to future appeals to the Michigan Tax Tribunal for valuation and exemption appeals and/or the State Tax Commission for classification appeals prior to July 31. Properties classified Commercial, Industrial or Developmental Real may be appealed to the March Board of Review or to the Michigan Tax Tribunal prior to May 31. Commercial, Industrial, or Utility Personal Property may be appealed to the March Board of Review or to the Michigan Tax Tribunal prior to May 31 if a Personal Property Statement was filed with the local unit prior to the commencement of the Board of Review as provided in MCL 211.19, except as otherwise provided by MCL 211.9m, MCL 211.9n and MCL 211.9o.
HOMEOWNER'S PRINCIPAL RESIDENCE AFFIDAVIT INFORMATION REQUIRED BY P.A. 114 of 2012. If you purchased your principal residence after May 1 last year, to claim the principal residence exemption, if you have not already done so, you are required to file an affidavit by June 1 for the immediately succeeding summer tax levy and all subsequent tax levies or by November 1 for the immediately succeeding winter tax levy and all subsequent tax levies.

NOTICE OF ASSESSMENT, TAXABLE VALUATION, AND PROPERTY CLASSIFICATION

This form is issued under the authority of P.A. 206 of 1893, Sec. 211.24 (c) and 211.34 (c), as amended. This is a model assessment notice to be used by the local assessor.

Michigan Department of Treasury, STC 1019 (Rev. 12-03)

L-4400

FROM CITY OF BIRMINGHAM

PO BOX 3001
BIRMINGHAM MI 48012-3001

THIS IS NOT
A TAX BILL

NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL:

NFL HOLDING III LLC
33717 WOODWARD AVE STE 137
BIRMINGHAM MI 48009-0913

PROPERTY IDENTIFICATION: (Parcel Code required. Property address and legal description optional.):

08-19-36-182-005

411 HANNA ST

SCHOOL DISTRICT: 030

THIS PROPERTY IS CLASSIFIED AS: 401 (401 RES IMP)

PRIOR YEAR'S CLASSIFICATION IF DIFFERENT:

Since 1995 your property taxes have been calculated on your Taxable Value (see line 1 below). The Taxable Value number entered in the "Change" column does not indicate a change in your taxes. This number indicates the change in the Taxable Value.

The State Equalized Value (see line 4 below) is the Assessed Value multiplied (see line 2 below) by the Equalization Factor, if any (see line 3 below). The State Equalized Value must be approximately 50% of the market value.

IF THERE WAS A TRANSFER OF OWNERSHIP on your property in 2018, your 2019 Taxable Value will be the same as your 2019 State Equalized Value. Please see line 5 below regarding Transfer of Ownership on your property.

IF THERE WAS NOT A TRANSFER OF OWNERSHIP on your property in 2018, your 2019 Taxable Value is calculated by multiplying your 2018 Taxable Value (see line 1 below) by 1.024 (which is the Inflation Rate Multiplier for the current year).

Physical changes in your property may also increase or decrease your Taxable Value. Your 2019 Taxable Value cannot be higher than your 2019 State Equalized Value.

***This change in Taxable Value will increase/decrease your 2019 tax bill by approximately: \$6,443.52 based on the 2018 tax rates.**

	PRIOR AMOUNT YEAR: 2018	CURRENT AMOUNT YEAR: 2019	CHANGE
1. TAXABLE VALUE (Current amount is tentative):	212,110	293,170	81,060 *
2. ASSESSED VALUE:	293,860	293,170	-690
3. TENTATIVE EQUALIZATION FACTOR: 1.000			
4. STATE EQUALIZED VALUE (Current amount is tentative):	293,860	293,170	-690
There WAS/WAS NOT a transfer of ownership on this property in 2018: WAS			

The Board of Review will meet at Springdale Golf Course (300 Strathmore Rd.) on Tuesday, March 5th for an Organizational Meeting from 9:00 am until Completion of Business. Appointments will begin on:
Monday, March 11th from 9:00 am until 12:00 noon and 1:30 pm until 4:30 pm.
Tuesday, March 12th from 9:00 am until 12:00 noon and 1:30 pm until 4:30 pm.
Thursday, March 14th from 1:30 pm until 4:30 pm and 6:00 pm until 9:00 pm.
Protests may be made by written appeal or in person. Petitioner agents must provide a written appeal with the ORIGINAL signature of the petitioner represented and current date. (Fax not accepted.) Written appeals must be received by 9:00 pm on Thursday, March 14th. NO FAX OR E-MAIL APPEALS WILL BE ACCEPTED. For an appointment IN ADVANCE, please contact Oakland County Equalization Division, PRIOR TO March 1st, Toll Free at 1-888-350-0900, Extension 81864 or (248) 858-1864.

% Exempt As "Principal Residence" or "Michigan Business Tax": 2019	.00%	Year End 2018 P. R. E.	100.00%
% Exempt As "Qual. Agricultural / Qual. Forest Property":	.00%	% Exempt as "Development Property":	.00%

The denial of an exemption from the local school operating tax for "qualified agricultural properties" may be appealed to the local Board of Review. The denial of an exemption from the local school operating tax for a "homeowner's principal residence" may be appealed to the Michigan Tax Tribunal by the filing of a petition within 35 days of issuance of this notice. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.

Properties classified as Agricultural and Residential must protest at the Board of Review to protect the right to future appeals to the Michigan Tax Tribunal for valuation and exemption appeals and/or the State Tax Commission for classification appeals prior to July 31. Properties classified Commercial, Industrial or Developmental Real may be appealed to the March Board of Review or to the Michigan Tax Tribunal prior to May 31. Commercial, Industrial, or Utility Personal Property may be appealed to the March Board of Review or to the Michigan Tax Tribunal prior to May 31 if a Personal Property Statement was filed with the local unit prior to the commencement of the Board of Review as provided in MCL 211.19, except as otherwise provided by MCL 211.9m, MCL 211.9n and MCL 211.9o.

HOMEOWNER'S PRINCIPAL RESIDENCE AFFIDAVIT INFORMATION REQUIRED BY P.A. 114 of 2012. If you purchased your principal residence after May 1 last year, to claim the principal residence exemption, if you have not already done so, you are required to file an affidavit by June 1 for the immediately succeeding summer tax levy and all subsequent tax levies or by November 1 for the immediately succeeding winter tax levy and all subsequent tax levies.

Milford Contracting
15271 Hawley Road
Holly, MI 48442
2489803512
tima@milfordcontracting.com



ESTIMATE

ADDRESS

Michael Kelter
C/O NFL Holdings LLC
33717 Woodward Ave Suite
137
Birmingham, MI 48009

ESTIMATE # 1122
DATE 01/21/2019

DATE	ACTIVITY	DESCRIPTION
01/21/2019	ASBESTOS SURVEY	Conduct asbestos survey of the property (does not include abatement)
01/21/2019	SITE FENCING	Install approximately 450 lineal foot site fencing
01/21/2019	SITE FENCING	Install 20' Gate
01/21/2019	SILT FENCE	Install approximately 450 lineal foot silt fencing
01/21/2019	MOBILIZATION	Mobilize equipment to site
01/21/2019	SITE WORK	Remove landscaping, bushes and patio (pavers) according to walk through
01/21/2019	RESIDENTIAL DEMOLITION	Residential demolition of existing structure, remove spoils from site
01/21/2019	GARAGE / OUT BUILDING DEMOLITION	Garage/Out Building demolition, remove spoils from site
01/21/2019	CONCRETE REMOVAL	Remove concrete driveway
01/21/2019	SITE WORK	Backfill open hole with clean fill ****

411 Hanna
Birmingham, MI

TOTAL

\$22,475.00

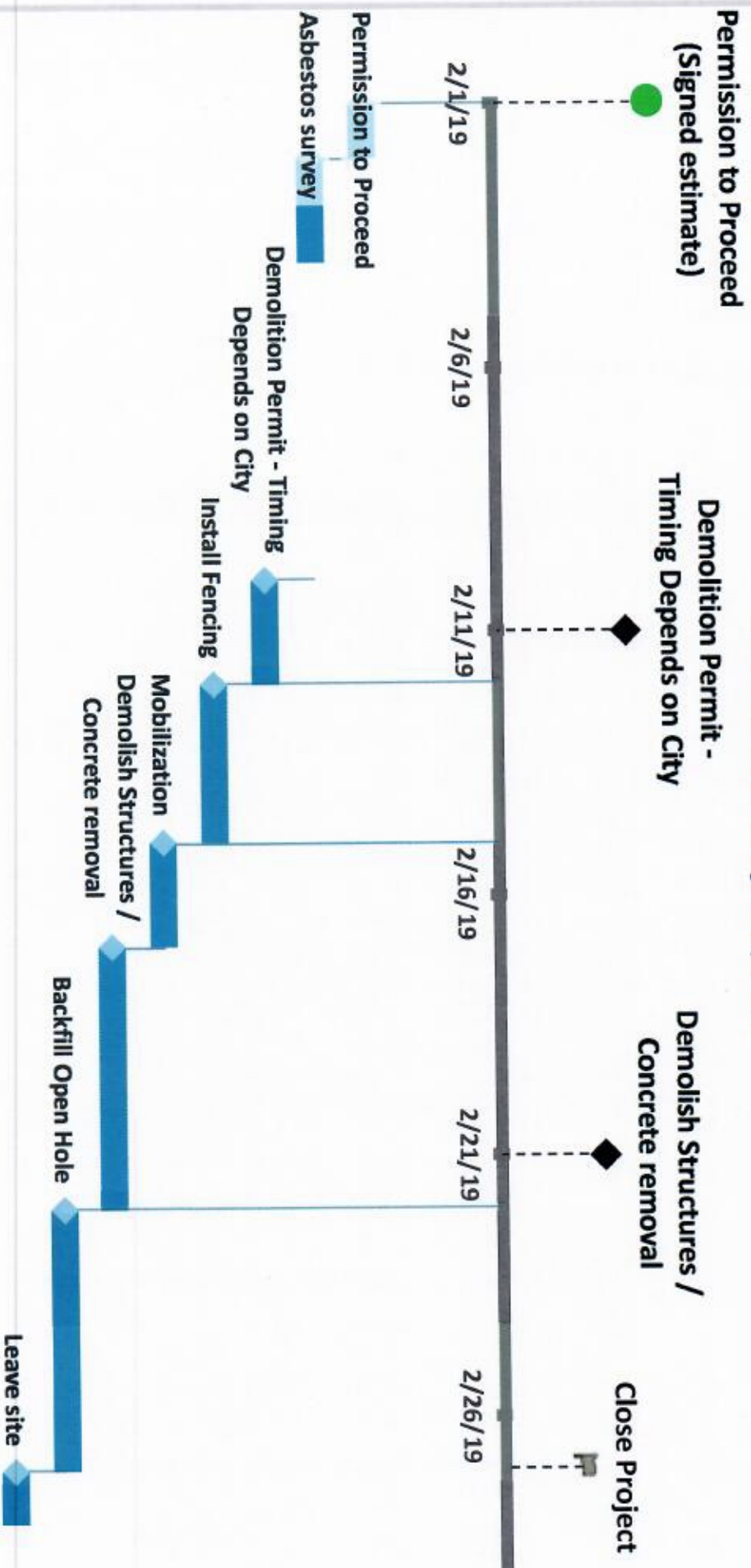
Optional fill material****Class 2 sand for backfill an
additional \$7500

Thank you for considering Milford Contracting!

Accepted By

Accepted Date

411 Hanna Project (Est)



DATE: April 22, 2019

TO: Joseph A. Valentine, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Public Hearing for a Lot Combination of 411 Hanna Street, Parcel # 1936182005 - T2N, R10E, SEC 36 CHAMBERLAIN SUB E 5 FT OF LOT 3 & ALL OF LOT 4 and 425 Hanna Street, Parcel # 1936156006 - T2N, R10E, SEC 36 SCHLAACK BROS ADD LOT 20, ALSO N 1/2 OF VAC ALLEY ADJ TO SAME

INTRODUCTION:

The owner of 411 and 425 Hanna Street is seeking approval for a lot combination of two parcels into one.

BACKGROUND:

The subject properties are located on the southwest corner of Hanna Street and Chester Street. The owner of both properties has applied to combine the two lots into one to then knock down both houses and construct a single new house.

The Combination of Land Parcels Ordinance (Chapter 102, Section 102-83) requires that the following standards be met for approval of a lot combination.

- (1) *The Combination will result in lots or parcels of land consistent with the character of the area where the property is located, Chapter 126 of this Code for the zone district in which the property is located, and all applicable master land use plans.*

The subject properties are zoned R3, Single Family Residential. In regards to lot size, the minimum lot area per unit in the R3 Zone is 4,500 SF. The applicant has proposed a lot combination that would total 14,580 SF of lot area which conforms to the Zoning Ordinance standards for minimum lot area. The maximum lot coverage for the R3 Zone is 30%, which would be 4,374 SF for the combination of the two proposed lots. The applicant has proposed a building envelope with a lot coverage of 4,365 SF which conforms to the Zoning Ordinance standards for lot coverage.

In regards to setbacks, the average front setback of homes within 200 feet is 29.9 feet. The applicant has proposed a front setback of 30 which conforms to the minimum front setback regulation of the Zoning Ordinance. The applicant has proposed a rear setback of 30 feet which conforms to the minimum rear setback requirement of the Zoning Ordinance. The applicant has proposed side yard setbacks of 17.2 feet to the west and 30 feet to the east, conforming to the Zoning Ordinance's minimum sideyard setback regulation of 25% of total lot width.

In regards to the character of the area, the four buildings across the street from 364 to 466 Hanna Street have similar sized building footprints as the proposed building envelope. The proposed building envelope appears to be consistent with the character of the area where the property is located. **Accordingly, the proposal meets this requirement.**

- (2) *All residential lots formed as a result of a combination shall be a maximum width of no more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.*

The average lot width of all lots in the same zone district within 300 feet on the same street is 62.6 feet, making the maximum lot width 125.2 feet. The applicant is proposing a lot width of 90 feet. **Accordingly, the proposal meets this requirement.**

- (3) *All residential lots formed as a result of a combination shall be a maximum area of no more than twice the average lot area of all lots in the same zone district within 300 feet on the same street.*

The average lot area of all lots in the same zone district within 300 feet on the same street is 9,034 square feet, making the maximum lot area 18,068 square feet. The applicant is proposing a combined lot area of 14,580 square feet. **Accordingly, the proposal meets this requirement.**

- (4) *The combination will result in building envelopes on the combined parcels that will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.*

Based on the attached survey the proposed lot combination and building envelope appear to meet this requirement.

- (5) *Any due or unpaid taxes or special assessments upon the property have been paid in full.*

There are no outstanding taxes due on this property. **The proposal meets this requirement.**

- (6) *The combination will not adversely affect the interest of the public or the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*

a.) The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.

Based on the attached survey the proposed lot combination and building envelope appear to meet this requirement.

b.) The effect of the proposed combination upon any floodplain areas, wetlands and other natural features and the ability of the applicant to develop a buildable site on the resulting parcel without unreasonable disturbances of such natural features.

The property is not located in a floodplain or wetlands, nor adjacent to a floodplain or wetlands.

c.) The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.

The proposed lot combination does not appear to impact the supply of light and air to adjacent properties or the ability of the City to provide essential services.

LEGAL REVIEW:

The City Attorney has reviewed the application and has no concerns.

FISCAL IMPACT:

Not applicable.

SUMMARY:

The Planning Division recommends that the City Commission approve the application for the lot combination of 411 Hanna Street and 425 Hanna Street.

ATTACHMENTS:

- Application
- Proof of ownership
- Letter to the City
- Registered Land Survey

SUGGESTED ACTION:

To APPROVE the proposed lot combination of 411 Hanna Street, Parcel # 1936182005 and 425 Hanna Street, Parcel # 1936156006

OR

To DENY the proposed lot combination of 411 Hanna Street, Parcel #1936182005 and 425 Hanna Street, Parcel # 1936156006.





MEMORANDUM

City Clerk's Office

DATE: March 21, 2019

TO: Joseph A. Valentine, City Manager

FROM: J. Cherilynn Mynsberge, City Clerk

SUBJECT: Public Hearings to Consider Objections to Renewal of Liquor Licenses

INTRODUCTION:

On February 25, 2019 the City Commission reviewed the results of the annual investigation of each establishment in the City which sells intoxicating liquor for on premises consumption.

After consideration of the investigative findings the Commission approved the renewal, for the 2019 licensing period, of all Class B, Class C, and microbrewery liquor licenses with the exception of the licenses for the following establishments:

220 Merrill Restaurant	Luxe Bar & Grill
Adachi Restaurant Group LLC	Mad Hatter Bistro (Tea Parlor, Inc.)
Bella Piatti	Rojo Mexican Bistro
Bistro Joe's	Salvatore Scallopini
Cameron's Steakhouse	Sidecar Slider Bar
Fleming's Prime Steakhouse	Tallulah Wine Bar & Bistro
Forest Grill 2, LLC	Toast Birmingham, LLC
La Strada Cafe, LLC	Townhouse Kitchen and Bar, LLC

Because the above listed establishments were, at the time, in violation of Chapter 10, Sec. 10-40 of the Birmingham Code of Ordinances, the Commission adopted resolutions setting public hearings for 7:30 p.m. on Monday, March 25, 2019, to consider whether to file objections with the Michigan Liquor Control Commission to the renewal of the licenses held by the owners/operators of the listed establishments.

BACKGROUND:

The owners/operators of the listed establishments were notified, by first class, certified mail, of the date and time of the scheduled public hearings, that they have the right to be represented by counsel, may present witnesses, evidence and arguments on their behalf and confront adverse witnesses, and may submit written material to be considered by the City Commission.

Re-inspections were performed by the Community Development Department after the owners were notified of the public hearing. With the following exceptions, the liquor license holders resolved the non-compliance issues cited in the Commission's resolutions setting the public hearings:

Cameron's Steakhouse	<i>See attached email from Lisa Burgess, Director of Licensing for Cameron's Steakhouse.</i>
Rojo Mexican Bistro	<i>Owner has entered into payment agreements with the City for the outstanding water bill and with the County for the outstanding taxes.</i>
Sidecar Slider Bar	<i>Owner has entered into a payment agreement with the County for the outstanding taxes.</i>
Toast Birmingham, LLC	

The public hearings for 16 establishments have been properly noticed and should therefore be held on March 25, 2019.

LEGAL REVIEW:

City Attorney Currier has reviewed the process and finds it in order.

FISCAL IMPACT:

In total, \$7,408.67 in taxes remains unpaid.

SUMMARY:

The City Commission, having scheduled the public hearings should open each one separately, take any comments, then close the hearing. Following the closing of each public hearing the Commission should vote either to renew, for the 2019 licensing period, the liquor license held by *name of establishment*; or to object to the renewal of the license.

SUGGESTED RESOLUTIONS

To renew, for the 2019 licensing period, the liquor license held by *name of establishment*.

To find that *name of establishment* (Licensee), doing business at *address*, has violated the standards set forth in Section 10-40 of the City Code; and to file with the Michigan Liquor Control Commission an objection to the renewal of the Licensee's liquor license for the following reasons *list those which apply*:

- (1) Licensee's failure to comply with all applicable city and state laws concerning health, safety, moral conduct or public welfare.
- (2) Licensee's repeated violations of state liquor laws.
- (3) Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including but not limited to any of the following:
 - a. Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes;
 - b. A pattern of patron conduct in the neighborhood of the licensed premises which is in violation of the law and/or disturbs the peace, order, and tranquility of the neighborhood;
 - c. Failure to maintain the grounds and exterior of the licensed premises, including litter, debris, or refuse blowing or being deposited upon adjoining premises;
 - d. Entertainment on the licensed premises without a permit and/or entertainment which disturbs the peace, order and tranquility in the neighborhood of the licensed premises;

- e. Any advertising, promotion or activity in connection with the licensed premises which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinances or laws, or contributes to the disruption of normal activity of those in the neighborhood of the licensed premises;
 - f. Numerous police contacts with the licensed premises or the patrons of the premises;
 - g. Failure to adequately staff and control the premises; and
 - h. The conditions or practices of the business present immediate health and safety issues.
- (4) Licensee's failure to permit the inspection of the licensed premises by the city's agents or employees in connection with the enforcement of the City Code.
 - (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - (6) Licensee's failure to comply with all standards and plans established and approved by the city commission at the time of original approval or transfer of the license.
 - (7) Licensee's failure to timely pay its taxes or other monies due the city.

ATTACHMENTS:

- Summary of Investigative Findings
- Excerpt of City Commission meeting minutes of February 26, 2018, documenting the Commission's discussion and resolutions.
- Notification letters sent to establishments for which public hearings were scheduled
- Email from Director of Licensing for Cameron's Steakhouse
- Oakland County tax statements for Rojo and Sidecar; Payment Agreement between Oakland County and Stephen Simon, owner of Rojo and Sidecar.

[illegible]

APPLICANT	YEAR	License Type	Sec. 10-40 (2) Repeated Violations of State Liquor Laws	Sec. 10-40 (3)a Existing violations of regulatory codes (building, zoning, fire, et.al.)	Sec. 10-40 (3)c Failure to maintain grounds and exterior	Sec. 10-40 (3)f Numerous police contacts	Resulting violations	Sec. 10-40 (5) Failure to comply w/terms of license or conditions imposed by City (SLUP)	Sq. Ft.	Approved Indoor Seats Floor	Bar	Actual Indoor Seats Floor	Bar	Sec. 10-40 (7) Failure to timely pay monies due the City
Sidecar Slider Bar	2016													
	2018	Class C												Taxes -Owner has entered into a payment agreement with Oakland County.
	2017			Window signage exceeds permitted amount										Taxes
Tallulah Wine Bar & Bistro	2016							not applicable						
	2018	Class C Bistro	2					Excess seating ISSUE RESOLVED	2,200	54	10			
	2017													
Toast Birmingham, LLC	2016													
	2018	Class C Bistro						Excess seating. Hours of operation do not match SLUP. Ownership transfer requires SLUP amendment.	n/a	56	9			
	2017													
Townhouse Kitchen and Bar, LLC	2016													
	2018	Class C Bistro				7	2	Excess seating ISSUE RESOLVED	n/a	40	10			
	2017				Chairs in the alley	12	0							
	2016				Cardboard boxes stored on ground outside of trash receptacle	5	0							Fire Dept. reporting fees

Excerpt
BIRMINGHAM CITY COMMISSION MINUTES
FEBRUARY 25, 2019
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Patty Bordman called the meeting to order at 7:30 PM.

II. ROLL CALL

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

02-047-19 LIQUOR LICENSE REVIEW AND RENEWAL

Commissioner Nickita recused himself from discussing and voting on 220 Merrill and Toast due to business relationships with the owners of both establishments.

City Clerk Mynsberge presented the item.

Commissioner Hoff thanked staff for the clarity of the submitted reports.

Comments/Clarification

Planning Director Ecker explained:

- Elie's Mediterranean filled out their liquor license application incorrectly in regards to numbers, but upon the Planning Department on-site review it was clear that Elie's was actually in compliance

City Clerk Mynsberge confirmed:

- Rojo and Sidecar share an owner and together owe the City \$16,325 in taxes and water bills. The owner entered into a payment plan with the City for the water bills on February 25, 2019 by paying a portion and agreeing to continue making regular payments on the debt. The outstanding taxes for both establishments remain unpaid.

Mayor Bordman invited Stephen Simon, owner of Rojo and Sidecar, to speak to the Commission.

Mr. Simon explained both Rojo and Sidecar were purchased in bankruptcy court in June 2018. There are current talks with the City and Oakland County as to whether the July 2018 taxes are due from the current or previous owner. In addition, the company's accountant has indicated

that the assets purchased were only about \$20,000, which would free the business from owing taxes.

City Attorney Currier said with respect to the delinquent taxes he was unsure because he was not familiar with the bankruptcy filing. He could not say whether that was a matter the bankruptcy court was taking into consideration, but that it would have some priority with respect to payment in the bankruptcy court. If the priority stays as-is, eventually the property will go to tax sale.

Commissioner Harris suggested setting a March 25, 2019 public hearing date to encourage a speedy resolution of the matter on the part of the previous owner and Mr. Simon.

Mayor Bordman concurred and advised Mr. Simon that the tax liability may fall to him if he intends to keep the restaurants. She said this was not legal advice, but that it seemed to her that if the previous owner were mandated to pay by the court that Mr. Simon would be reimbursed.

Commissioner DeWeese said Toast has been slow in addressing issues with the City, including the fact that Toast is in violation of its Special Land Use Permit (SLUP) because it is not currently operating in the evenings.

Planning Director Ecker explained:

- Toast had been subject to code enforcement for not providing dinner hours as per their SLUP. The owners then came to a pre-application meeting with the Planning Department to discuss either providing dinner hours or applying for a SLUP amendment.
- Toast ultimately submitted an application and attendant fee for a SLUP amendment earlier in the day on February 25, 2019, hoping not to provide regular dinner hours but to provide evening space for cooking classes and other activities instead.
- Toast would not likely receive a public hearing regarding their application with the Planning Board before the end of April 2019.

Toast representative Tony Minicilli came forward to address the Commission. He explained:

- Toast's hours were changed in October 2018, and they were unaware their SLUP was contingent on having dinner hours. He said that he believed Toast was the only restaurant that had a SLUP requiring evening hours.
- When Toast was made aware that they were in violation of their SLUP, Toast was advised to re-apply.
- He is the Director of Operations, and neither he nor the current owner were part of the SLUP process when it was originally granted to Toast by Birmingham. Toast was originally owned by married couple Thom and Regan Bloom, and they since divorced with Regan retaining ownership of the restaurant along with investors.

Mayor Bordman stated:

- SLUPs require any change in ownership be reviewed by the City Commission.
- Since Toast did not submit their change in ownership for review to the City Commission, the restaurant has now made the City aware of an additional violation of their SLUP.

- Given the major problems with the operation of the restaurant, she recommended setting a public hearing for Toast on March 25, 2019.

Commissioner Hoff noted there were several restaurants with discrepancies between the number of seats allowed and the number of seats the Planning Department found upon inspection. She added that as of the submission of the information to the City Commission, many of those discrepancies had not been resolved. She asked Mayor Bordman if the Commission could speak with representatives from the establishments in violation present this evening to see whether the discrepancies have since been resolved.

Mayor Bordman concurred, suggested reviewing the discrepancies one establishment at a time, and asked whether a representative from Bella Piatti was present.

Nino Cutraro introduced himself as the owner of Bella Piatti.

Mayor Bordman asked Mr. Cutraro why he had not responded to contact from the City regarding the issue with the number of seats in Bella Piatti.

Mr. Cutraro said he never saw any communication from the City regarding the matter.

Mayor Bordman invited Planning Director Ecker to confirm that attempts to contact Bella Piatti had occurred.

Planning Director Ecker confirmed that both a letter and an email were sent, and that City Planner Nicholas Dupuis also stopped by Bella Piatti in person.

Mr. Cutraro then said he did have the letter.

In response to Mayor Bordman's question, Planning Director Ecker explained Bella Piatti had been approved for 52 indoor seats plus 10 at the bar. Bella Piatti is in violation because at last inspection by the Planning Department the restaurant had 63 indoor seats plus 11 at the bar.

Mr. Cutraro said he eliminated two tables and the extra seat at the bar, and offered to show the Commission a photo as proof.

Addressing Mr. Cutraro and other establishment representatives, Mayor Bordman stated that the liquor licenses granted by the Commission are valuable to both the establishments and to Birmingham. She continued:

- Liquor licenses are one of the drivers to bring in guests to Birmingham.
- The Commission takes these liquor licenses very seriously, which includes the SLUPs the establishments agree to.
- Discovering that at least eight establishments in Birmingham have violated the allowable number of seats has been very disappointing.
- The Commission would be putting pressure on these establishments to come into compliance by setting public hearings to determine whether or not the City will object to the renewal of liquor licenses for the establishments currently in violation.

Commissioner Hoff noted that seat discrepancies are easy fixes. She suggested that the establishments come into compliance and then contact the Planning Department to set up an inspection for the purpose of confirming their compliance. Then, at the public hearing, the Planning Department can provide confirmation that each establishment is in compliance and the matter can be resolved more expeditiously.

Mayor Bordman commented that because these discrepancies are such an easy fix, these issues should have been resolved far in advance of tonight's meeting.

Planning Director Ecker clarified not all bistros have an allowance of 65 indoor seats and 10 at the bar. She explained seating allowances vary according to a number of different factors. She also confirmed that any bistros with over 65 indoor seats are indeed in violation.

Commissioner Nickita asked for clear data on the seating discrepancies, Class C license holders, and Bistro license holders for the March 25, 2019 so the Commission can best see where the discrepancies are. Mayor Bordman agreed and requested as much information as possible.

Commissioner Nickita said the fundamental question is what was agreed to as part of each establishment's Special Land Use Permit, and where each establishment is in violation.

Mr. Cutraro told the Commission is that he is currently in compliance. He asked whether he was allowed 52 people or 52 chairs.

Planning Director Ecker clarified that Bella Piatti is permitted 52 chairs. In addition, people are allowed to stand in a small bar area which was marked on the plans when they were approved. This means there could be 52 indoor seats, ten people seated at the bar, and three or four additional people standing in the defined bar area.

Mayor Bordman then went through each establishment listed as non-compliant in terms of seats as of the City's last inspection. If Planning Director Ecker confirmed non-compliance for a given establishment, Mayor Bordman asked that representatives plan to attend a public hearing on March 25, 2019.

Planning Director Ecker confirmed Bella Piatti, La Strada, Luxe, Mad Hatter, Salvatore Scallopini, Townhouse, Bistro Joe's, Forest Grill and Tallulah were non-compliant as of their last inspections by the City.

Planning Director Ecker confirmed Adachi is still non-compliant because they have not pulled permits for two A-frame signs on their sidewalk.

John Henke, Adachi representative, said the Adachi owners would be in on February 28, 2019 to pull permits for the two A-frame signs.

Planning Director Ecker stated that Cameron's Steakhouse may have a code violation vis-a-vis some unscreened dumpsters with contested ownership.

Planning Director Ecker confirmed Fleming's has a sign without a permit, that 220 Merrill has an outdoor propane storage unit which is a violation, and outdoor tables and chairs are being stored on the outdoor platform at Rojo which is a violation.

Mayor Bordman stated the City's ordinances promote the most appealing atmosphere in the City's establishments, and that compliance with the ordinances benefits both the establishments and the City.

Commissioner Nickita agreed with Mayor Bordman's point, adding that the bistro ordinance was formulated specifically to allow a different kind of establishment to have a liquor license without having to acquire a Class C license. In order to allow this, however, the parameters for a bistro license must be tightly monitored and tightly adhered to. This ensures that the legal relationships between various establishments and the City are fair and accomplishing what they were designed to do.

Mayor Bordman asked for public comment.

Mr. Henke suggested that establishments that come into compliance regarding seat discrepancies before March 25, 2019 could possibly be left off the public hearing list for that meeting.

Mayor Bordman said that any establishments non-compliant as of this meeting would have a public hearing set for March 25, 2019. If the establishment comes into compliance before then, then the public hearing will be expedited for the establishment.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Harris:

To approve the renewal for the 2019 licensing period, of all Class B, Class C, and microbrewery liquor licenses for which a current year application was received, except for the license(s) held by the following establishments for which a public hearing has been set:

220 Merrill Restaurant
Adachi restaurant Group LLC
Bella Piatti
Bistro Joe's
Cameron's Steakhouse
Fleming's Prime Steakhouse
Forest Grill 2, LLC
La Strada Caffè, LLC

Luxe Bar & Grill
Mad Hatter Bistro (Tea Parlor, Inc.)
Rojo Mexican Bistro
Salvatore Scallopini
Sidecar Slider Bar
Tallulah Wine Bar & Bistro
Toast Birmingham, LLC
Townhouse Kitchen and Bar, LLC

VOTE: Yeas, 6
 Nays, 0

220 Merrill Restaurant

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **220 Merrill Restaurant** pursuant to Sec. 10-40 (3)a of the Birmingham Code of Ordinances:

Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes, specifically an outdoor propane display which is not allowed in the B-4 Zoning District;

Further, to direct the City Manager to notify the owners/operators of **220 Merrill Restaurant**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE:	Yeas,	5
	Nays,	0
	Recused,	1 (Nickita)

Adachi Restaurant Group LLC

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Hoff:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Adachi Restaurant Group LLC** pursuant to Sec. 10-40 (3)a of the Birmingham Code of Ordinances:

Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes, specifically an outdoor A-frame sidewalk sign without a permit;

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

VOTE:	Yeas,	6
	Nays,	0

Bella Piatti

MOTION: Motion by Commissioner Harris, seconded by Commissioner DeWeese:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Bella Piatti** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

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

VOTE: Yeas, 6
 Nays, 0

Bistro Joe's

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner DeWeese:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Bistro Joe's** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

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

VOTE: Yeas, 6
 Nays, 0

Cameron's Steakhouse

MOTION: Motion by Commissioner Harris, seconded by Commissioner Hoff:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Cameron's Steakhouse** pursuant to Sec. 10-40 (3)c of the Birmingham Code of Ordinances:

Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including failure to maintain the grounds and exterior of the licensed premises, including litter, debris, or refuse blowing or being deposited upon adjoining premises, specifically unscreened waste receptacles.

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

VOTE: Yeas, 6
 Nays, 0

Fleming's Prime Steakhouse

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner DeWeese:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Fleming's Prime Steakhouse** pursuant to Sec. 10-40 (3)a of the Birmingham Code of Ordinances:

Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes, specifically an outdoor sidewalk sign without a permit;

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

VOTE: Yeas, 6
 Nays, 0

Forest Grill 2, LLC

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Forest Grill 2, LLC** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

Further, to direct the City Manager to notify the owners/operators of **Forest Grill 2, LLC**, in writing, that they may submit any written material for consideration by the City Commission prior to the date of the public hearing or at the hearing, that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.

VOTE: Yeas, 6
 Nays, 0

La Strada Caffè, LLC

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Harris:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **La Strada Caffè, LLC** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

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

VOTE: Yeas, 6
 Nays, 0

Luxe Bar & Grill

MOTION: Motion by Commissioner Harris, seconded by Commissioner DeWeese:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Luxe Bar & Grill** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

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

VOTE: Yeas, 6
 Nays, 0

Mad Hatter Bistro

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Mad Hatter Bistro** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

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

VOTE: Yeas, 6
 Nays, 0

Rojo Mexican Bistro

MOTION: Motion by Commissioner Harris, seconded by Mayor Pro Tem Boutros:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Rojo Mexican Bistro** pursuant to Sec. 10-40 of the Birmingham Code of Ordinances:

Sec. 10-40 (3)c: Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including failure to maintain the grounds and exterior of the licensed premises, including litter, debris, or refuse blowing or being deposited upon adjoining premises, specifically outdoor dining chairs stored on dining platform in front of restaurant, which is not allowed. Chairs and tables must be stored indoors between November 16 and March 31; and

Sec. 10-40 (7) Licensee's failure to timely pay its taxes or other monies due the city, specifically personal property taxes.

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

VOTE: Yeas, 6
 Nays, 0

Salvatore Scallopini

MOTION: Motion by Commissioner DeWeese, seconded by Mayor Pro Tem Boutros:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Salvatore Scallopini** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

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

VOTE: Yeas, 6
 Nays, 0

Sidecar Slider Bar

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

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Sidecar Slider Bar** pursuant to Sec. 10-40 (7) of the Birmingham Code of Ordinances:

Licensee's failure to timely pay its taxes or other monies due the city, specifically personal property taxes.

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

VOTE: Yeas, 6
 Nays, 0

Tallulah Wine Bar & Bistro

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Hoff:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Tallulah Wine Bar & Bistro** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

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

VOTE: Yeas, 6
 Nays, 0

Toast Birmingham, LLC

MOTION: Motion by Commissioner DeWeese, seconded by Commissioner Hoff:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Toast Birmingham, LLC** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans, and the hours of operation are in non-compliance with the Special Land Use Permit (SLUP), and a SLUP amendment is required for a change in ownership;

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

VOTE: Yeas, 6
 Nays, 0
 Recused, 1 (Nickita)

Townhouse Kitchen and Bar, LLC

MOTION: Motion by Commissioner Nickita, seconded by Mayor Pro Tem Boutros:

To set a public hearing for 7:30 PM on Monday, March 25, 2019 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Townhouse Kitchen and Bar, LLC** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the number of seats in the restaurant is in non-compliance with the site plans;

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

VOTE: Yeas, 6
 Nays, 0

March 7, 2019

220 Merrill Restaurant
Zaid Elia
124 S. Old Woodward
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - 220 Merrill Restaurant
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by 220 Merrill Restaurant. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

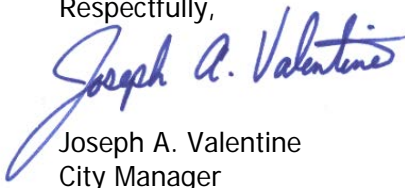
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (3) Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including but not limited to any of the following:
 - a. Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes.
 - *outdoor propane display which is not allowed in the B-4 Zoning District*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

c: 220 E. Merrill St., Birmingham 48009

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Adachi Restaurant Group LLC
Kenny Koza/Clint Mansour
325 S. Old Woodward
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - Adachi Restaurant Group LLC
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Adachi Restaurant Group LLC. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

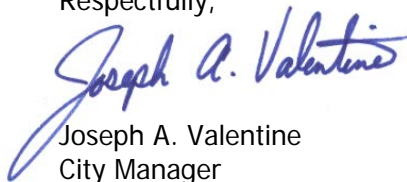
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (3) Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including but not limited to any of the following:
 - a. Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes.
 - *outdoor sidewalk sign without a permit*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Bella Piatti
Antonino Cutraro
167 Townsend St.
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - Bella Piatti
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Bella Piatti. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

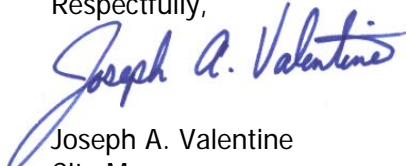
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - *the number of seats in the restaurant is in non-compliance with the site plans*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Bistro Joe's
Tony Curtis
34244 Woodward Ave.
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - Bistro Joe's
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Bistro Joe's. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

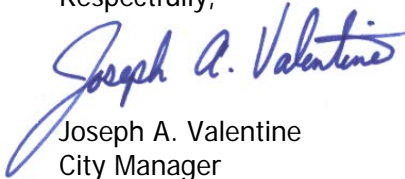
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - *the number of seats in the restaurant is in non-compliance*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Cameron's Steakhouse
Lisa Burgess, Director of Licensing
1510 West Loop South
Houston TX 77027

**Re: 2019 Liquor License Renewal - Cameron's Steakhouse
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

Ms. Burgess:

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Cameron's Steakhouse. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

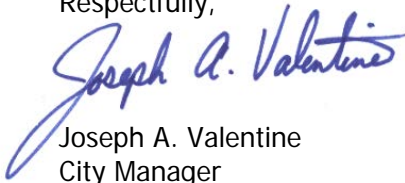
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (3) Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including
 - c. Litter, debris, or refuse blowing or being deposited upon adjoining premises.
 - o *Unscreened waste receptacles*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

c: 115 Willits St., Birmingham 48009

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Fleming's Prime Steakhouse
Robert Loomis
2202 N. West Shore Blvd., 5th Floor
Tampa FL 33607

**Re: 2019 Liquor License Renewal - Fleming's Prime Steakhouse
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Fleming's Prime Steakhouse. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

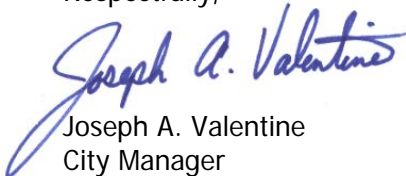
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (3) Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including but not limited to any of the following:
 - a. Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes.
 - *outdoor sidewalk sign without a permit*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

c: 323 N. Old Woodward Ave., Birmingham 48009

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Forest Grill 2, LLC
Allicia Janutol
735 Forest Avenue, Suite 100
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - Forest Grill 2, LLC
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Forest Grill 2, LLC. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

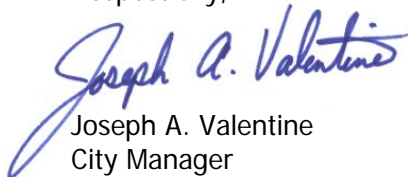
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - *number of seats in the restaurant is in non-compliance*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

La Strada Cafe, LLC
Zharko Palushaj
243 E. Merrill
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - La Strada Caffè, LLC
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by La Strada Caffè, LLC. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

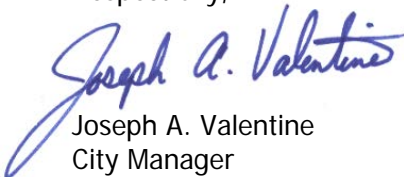
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - *number of seats in the restaurant is in non-compliance with the site plans*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Luxe Bar & Grill
Larry Bongiovanni
525 N. Old Woodward Ave.
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - Luxe Bar & Grill
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Luxe Bar & Grill. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

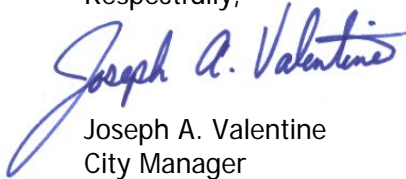
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - *number of seats in the restaurant is in non-compliance*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Mad Hatter Bistro (Tea Parlor, Inc)
Benjamin Lootens
185 N. Old Woodward Ave.
Birmingham MI 48009

Re: 2019 Liquor License Renewal - Mad Hatter Bistro (Tea Parlor, Inc)
NOTICE OF PUBLIC HEARING

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Mad Hatter Bistro (Tea Parlor, Inc). The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

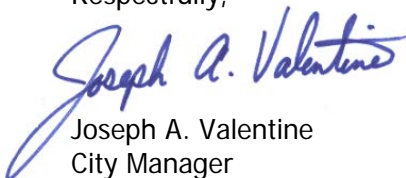
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - *number of seats in the restaurant is in non-compliance*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Rojo Mexican Bistro
Steve Simon
250 E. Merrill
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - Rojo Mexican Bistro
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Rojo Mexican Bistro. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

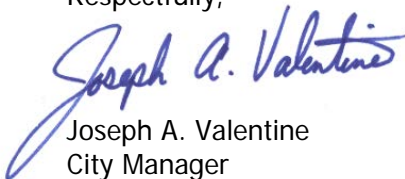
The reasons for calling for a public hearing are the licensee's non-compliance with the following provisions of Chapter 10 of the Birmingham City Code:

- Section 10-40 (3) Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including
 - c. Litter, debris, or refuse blowing or being deposited upon adjoining premises.
 - *outdoor dining chairs stored on dining platform in front of restaurant, which is not allowed. Chairs and tables must be stored indoors between Nov. 16 and March 31.*
- Sec. 10-40 (7) Licensee's failure to timely pay its taxes or other monies due the city.
 - *outstanding personal property taxes.*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issues are corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection of the property and Teresa Klobucar at 248-530-1825 for verification the taxes have been paid. If the City verifies the violations have been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Salvatore Scallopini
Larry Bongiovanni
505 N. Old Woodward Ave.
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - Salvatore Scallopini
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Salvatore Scallopini. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

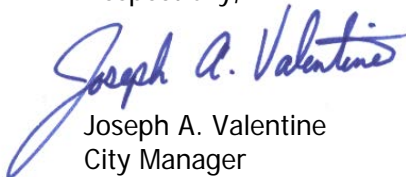
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - *number of seats in the restaurant is in non-compliance*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Sidecar Slider Bar
Steve Simon
280 E. Merrill
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - Sidecar Slider Bar
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Sidecar Slider Bar. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

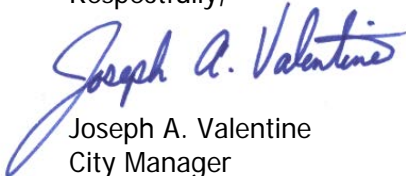
The reason for calling for a public hearing is/are the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code :

- Sec. 10-40 (7) Licensee's failure to timely pay its taxes or other monies due the city.
 - *outstanding personal property taxes.*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Teresa Klobucar at 248-530-1825 for verification. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Tallulah Wine Bar & Bistro
Mario Camaj
155 S. Bates St.
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - Tallulah Wine Bar & Bistro
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Tallulah Wine Bar & Bistro. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

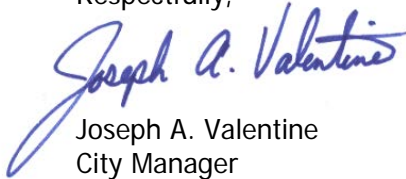
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - *number of seats in the restaurant is in non-compliance*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Toast Birmingham, LLC
Anthony Minicilli
23150 Woodward Ave
Ferndale MI 48220

**Re: 2019 Liquor License Renewal - Toast Birmingham, LLC
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

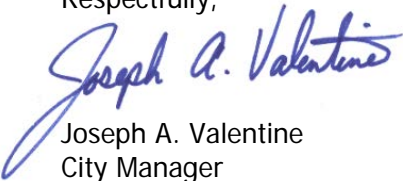
At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Toast Birmingham, LLC. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

The reasons for calling for a public hearing are the licensee's non-compliance with the following provisions of Chapter 10 of the Birmingham City Code:

- Section 10-40 (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - *number of seats in the restaurant is in non-compliance*
 - *hours of operation are in non-compliance with the Special Land Use Permit*
 - *Special Land Use Permit amendment required for transfer of ownership or name*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday March 18th.

Respectfully,



Joseph A. Valentine
City Manager

c: 203 Pierce St., Birmingham MI 48009

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

March 7, 2019

Townhouse
Jeremy Sasson
217 Pierce St, Ste 207
Birmingham MI 48009

**Re: 2019 Liquor License Renewal - Townhouse
NOTICE OF PUBLIC HEARING**

****VIA CERTIFIED MAIL****

At the City Commission meeting of February 25, 2019, the Birmingham City Commission adopted a resolution to hold a public hearing to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by Townhouse. The public hearing will be held on Monday, March 25, 2019 at 7:30 PM at Birmingham City Hall, located at 151 Martin, Birmingham, MI 48009.

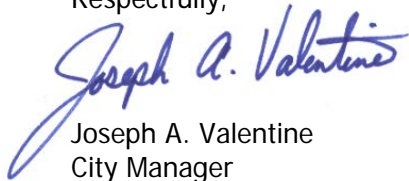
The reason for calling for a public hearing is the licensee's non-compliance with the following provision of Chapter 10 of the Birmingham City Code:

- Section 10-40 (5) Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license.
 - *number of seats in the restaurant is in non-compliance*

At the public hearing you have the right to be represented by counsel, you may present witnesses, evidence and arguments on your behalf and confront adverse witnesses. Any written material you would like considered by the City Commission should be delivered to the City Clerk no later than noon on Monday, March 18th.

If the above referenced non-compliance issue is corrected by Monday, March 18th, please contact Nick DuPuis at 248-530-1856 to arrange for an inspection. If the City verifies the violation has been corrected the public hearing will be canceled and you will be relieved of the obligation to appear before the City Commission.

Respectfully,



Joseph A. Valentine
City Manager

c: 180 Pierce St., Birmingham 48009

Enclosures: Chapter 10 of the Birmingham City Code
February 25, 2019 City Commission Resolution

Cameron's Steakhouse - 2019 Liquor License Renewal

1 message

LBurgess@ldry.com <LBurgess@ldry.com>

Mon, Mar 18, 2019 at 12:30 PM

To: cmynsberge@bhamgov.org

Cc: ndupuis@bhamgov.org, KKirkwood@ldry.com, zavedoumian@ldry.com, AAlexander@ldry.com, CMayer@ldry.com, lfontana@ldry.com

Good Morning,

We are in receipt of the City Manager's letter concerning the unscreened waste receptacles issue at Cameron's Steakhouse. We have made arrangements to have a dumpster enclosure constructed. Attached are documents to be considered by the City Commission: an estimate for the work to be done; a drawing of the new enclosure with dimensions; and a representative photo of the finished enclosure. It was not possible to have the work completed and inspected by today because materials must be ordered prior to commencing the work. The contractor expects to have the work completed in two weeks. Therefore, representatives from Cameron's Steakhouse will be present at the March 25th City Commission Meeting to discuss the plan for correcting the issue and answer any questions the Commission may have.

Thank you for your consideration. Please let me know if you have any questions or concerns.

LISA BURGESS

Director of Licensing

[1510 West Loop South | Houston, TX 77027](#)

713-386-7253 (Office)

281-381-5603 (Cell)

lburgess@ldry.com | www.landrysinc.com



Member of NALCP | nalcp.net

National Association of Licensing & Compliance Professionals

3 attachments

Dumpster.jpg
118K

Assured Facilities Maintenance, LLC

3700 Riverside Dr #21184
Columbus, OH 43221-9998 US
(614) 778-6896
Earl@Assuredfm.biz

Estimate**ADDRESS**

Landry's, Inc
1510 West Loop South
Attn: Accounts Payable
Houston, TX 77027

SHIP TO

Cameron's Steakhouse
115 Willits S
Birmingham, MI 48009

ESTIMATE #

1301

DATE

03/04/2019

ACTIVITY**AMOUNT****Fencing**

Dumpster Enclosure, Furnish & Install -
Chain Link.

5,838.00

-Fabricate and install welded steel frame
(gates) and steel post frame (stationary
walls) premium galvanized fencing
Onsite custom fabrication and assembly
is required including poles, doors,
hardware, drop-rods, latching hardware,
and framing components.

NO BOLLARDS TO BE INSTALLED

-Layout area of seven fence and gate
posts. Drill into existing concrete to install
with anchor bolts

-Install, adjust, and test tension bands
onto each corner, gate and post. Install all
caps. Install steel frame enclosure
system. Install, stretch and tighten chain
link to steel frame.

-Install black slats throughout fence for
privacy. New fence to have one 3' wide
side gate, and one (1)
double 10'W(two [2] 5' wide gate
sections) service gate.

-Install new drop-rod recess/catch in
pavement as required.

Materials Package for above service -

Galvanized fence and gates system,
Posts, Hinges, Tension components,


Framing, Chain-Link Screen Fencing;
Commercial Grade. Hardware Package to
match

ACTIVITY	AMOUNT
Vinyl slatting as approved. associated components and installation materials.	
TOTAL	\$5,838.00

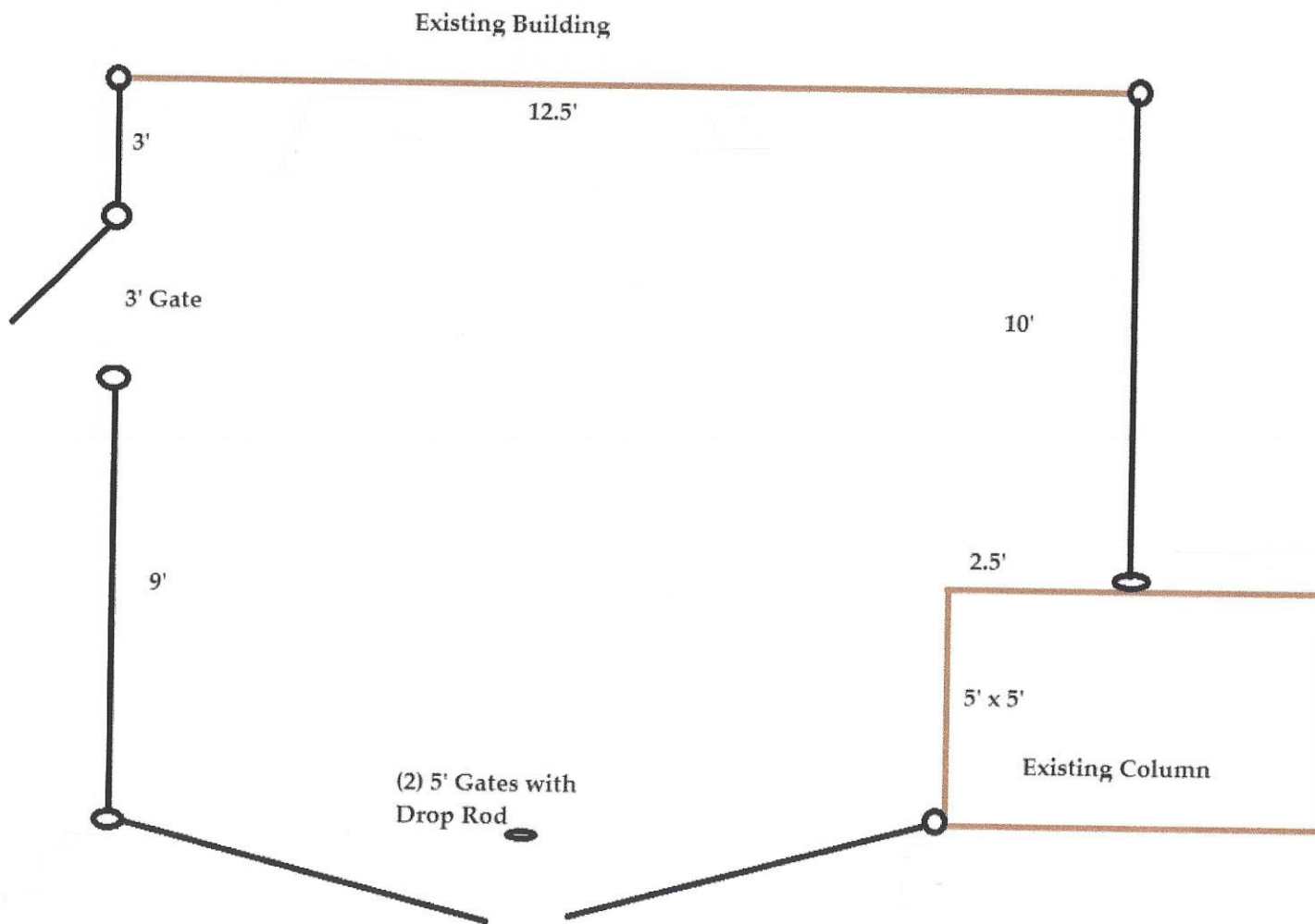
Accepted By

Accepted Date



 **Estimate_1301_from_Assured_Facilities_Maintenance_LLC.PDF**
14K

 **Scan0020.pdf**
101K





ANDREW E. MEISNER
OAKLAND COUNTY TREASURER
1200 N. TELEGRAPH ROAD, PONTIAC, MICHIGAN 48341-0479

REVISED STATEMENT

ROJO
MEXICAN BISTRO
250 E MERRILL ST
BIRMINGHAM MI 48009

03/13/19

PROPERTY ADDRESS
250 E MERRILL ST

CITY OF BIRMINGHAM

Parcel: 08-99-00-014-118

THE FOLLOWING IS A STATEMENT OF DELINQUENT TAXES FOR THE YEAR 2018 WHICH ARE NOW PAYABLE TO THE OAKLAND COUNTY TREASURER. YOUR COUNTY PROPERTY TAX ADMINISTRATION FEE (4%; \$1.00 minimum) AND DELINQUENT INTEREST (1% per month) HAVE BEEN CALCULATED BELOW.

	<u>SUMMER*</u>	<u>WINTER</u>
UNPAID TAX	4,577.75	990.44
ADMINISTRATION FEE	0.00	0.00
SPECIAL ASSESSMENTS	0.00	0.00
UNPAID TAX BILL	4,577.75	990.44
INTEREST/PENALTY-4.5%	206.00	0.00
SUBTOTAL BY SEASON	4,783.75	990.44
TOTAL DELINQUENT ROLL (both seasons)		5,774.19
4% COUNTY ADMINISTRATION FEE (\$1.00 minimum)		230.97
1% COUNTY INTEREST PER MONTH		57.74
		<hr/>
TOTAL DUE (THROUGH MARCH)		6,062.90 *
TOTAL DUE (THROUGH APRIL)		6,120.64 *

*Return statement with payment to: OAKLAND COUNTY TREASURER
* If applicable, contact VILLAGE treasurer for additional taxes due.*

LEGAL DESCRIPTION

Ad Valorem



ANDREW E. MEISNER
OAKLAND COUNTY TREASURER
1200 N. TELEGRAPH ROAD, PONTIAC, MICHIGAN 48341-0479

REVISED STATEMENT

SIDECAR SLIDER BAR
280 E MERRILL ST
BIRMINGHAM MI 48009

03/13/19

PROPERTY ADDRESS
280 E MERRILL ST

CITY OF BIRMINGHAM

Parcel: **08-99-00-017-071**

THE FOLLOWING IS A STATEMENT OF DELINQUENT TAXES FOR THE YEAR 2018 WHICH ARE NOW PAYABLE TO THE OAKLAND COUNTY TREASURER. YOUR COUNTY PROPERTY TAX ADMINISTRATION FEE (4%; \$1.00 minimum) AND DELINQUENT INTEREST (1% per month) HAVE BEEN CALCULATED BELOW.

	<u>SUMMER*</u>	<u>WINTER</u>
UNPAID TAX	1,016.12	219.83
ADMINISTRATION FEE	0.00	0.00
SPECIAL ASSESSMENTS	0.00	0.00
UNPAID TAX BILL	1,016.12	219.83
INTEREST/PENALTY-4.5%	45.73	0.00
SUBTOTAL BY SEASON	1,061.85	219.83
TOTAL DELINQUENT ROLL (both seasons)		1,281.68
4% COUNTY ADMINISTRATION FEE (\$1.00 minimum)		51.27
1% COUNTY INTEREST PER MONTH		12.82
TOTAL DUE (THROUGH MARCH)		1,345.77 *
TOTAL DUE (THROUGH APRIL)		1,358.59 *

Return statement with payment to: OAKLAND COUNTY TREASURER
* If applicable, contact VILLAGE treasurer for additional taxes due.

LEGAL DESCRIPTION

Ad Valorem



ANDY MEISNER
COUNTY TREASURER

OAKLAND COUNTY TREASURER

1200 N. TELEGRAPH RD., DEPT 479
PONTIAC, MI 48341-0479

JODY WEISSLER DEFOE
CHIEF DEPUTY TREASURER

PERSONAL PROPERTY TAX PAYMENT PLAN AGREEMENT

Today's Date: 3/21/19 Start Date: 3/22/19
Parcel ID Number: 08 99-00-017-071 Payment Plan Amount: \$1200.00
Business Address: 08 99-00-014-118
Business Name: Sidcar Slider Bar/Rojo

In order to resolve my 2017 + 2018 personal property tax delinquency, I will make payments of \$1200.00 each month beginning 3/22/19 to the Oakland County Treasurer's Office. Payments are to be received by the 30th of each month. I understand that if I can make larger payments I will, and that if I do not make consistent and timely payments each and every month, my personal property can be seized and sold pursuant to MCLA 211.47.

Interest and administrative fees will continue to be added until the taxes are paid. This plan is valid for one year, and will need to be renewed in 2015.

Acknowledgment by Taxpayer (please sign): _____

Acknowledgement by Treasurer's Office (please sign): DLR



ANDREW E MEISNER
Oakland County Treasurer

Coupon

Payment Due before 30th

Parcel ID: 08 99-00-017071
08 99-00-014-118
Payment Amount \$1200.00

Payment made by

Mail receipt to this address: _____

Send Payment to Oakland County Treasurer, 1200 N Telegraph Rd, Dept. 479, Pontiac, MI 48341

Payments may be cash, money order, personal check, or certified check

Please return with payment



ANDREW E MEISNER
Oakland County Treasurer

Coupon

Payment Due before 30th

Parcel ID: 08 99-00-017071
08 99-00-014-118
Payment Amount \$1200.00

Payment made by

Mail receipt to this address: _____

Send Payment to Oakland County Treasurer, 1200 N Telegraph Rd, Dept. 479, Pontiac, MI 48341

Payments may be cash, money order, personal check, or certified check

Please return with payment



ANDREW E MEISNER
Oakland County Treasurer

Coupon

Payment Due before 30th

Parcel ID: 08 99-00-017-071
08 99-00-014-118
Payment Amount \$1200.00

Payment made by

Mail receipt to this address: _____

Send Payment to Oakland County Treasurer, 1200 N Telegraph Rd, Dept. 479, Pontiac, MI 48341

Payments may be cash, money order, personal check, or certified check

Please return with payment

NOTICE OF PUBLIC HEARINGS
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY
PUBLIC HEARING OF CONFIRMATION

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, March 25, 2019, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, April 8, 2019, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Pierce St. Alley from Pierce St. to E. Merrill St. (Pierce Alley Pavement Project)
Nature of Improvement:	Improvements consistent with the Alleys and Passageways Master Plan.
City Staff Contact:	Paul O'Meara 248.530.1836 pomeara@bhamgov.org
Notice Requirements:	Mail to affected property owners Publish March 10 th and March 17 th , 2019
Approved minutes may be reviewed at:	City Clerk's Office

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

DATE: March 14, 2019

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Pierce St. Alley Paving – Pierce St. to E. Merrill St.
Special Assessment District
Public Hearing

INTRODUCTION:

At the meeting of February 25, 2019, the City Commission set the date of March 25 to conduct a public hearing of necessity to create a special assessment district relative to the improvement of the Pierce St. Alley between Pierce St. and E. Merrill St.

BACKGROUND:

More detail relative to this project can be found in the attached memo dated February 15, 2019, which introduced the project, and recommended that a public hearing date be set. Since that time, the following work has been conducted:

- a. Notices have been sent to the property owners within the district. The official notice and information letter are attached to this package. No comments have been received from the property owners or tenants relative to the project, to date.
- b. The Engineering Dept. has discussed the project with some property owners and tenants, focusing on the use of the two trash compactors that currently operate on private property just off the edge of the public alley. The compactor operation has also been discussed with the trash disposal company that operates the compactors. The information gained has been helpful relative to verifying that the proposed screens will not disrupt the operation of the compactors, and to identify who is using which trash area, so as to help distribute the cost of the screens fairly. However, we are not certain that our knowledge of the trash compactor usage is complete at this time. Once the project is in full design, we plan to hold meetings with tenants to further discuss the construction process, at which time we hope to gain additional information about this topic.
- c. As was referenced in the February 15 memo, the pavement and dumpster screening design concepts that were initiated with the Hamilton Alley project in 2015 have proven to be successful, and is recommended for continuation on this project. The City's planning consultant MKSK has prepared the attached plan view of the alley to demonstrate how the pavement jointing concept will be implemented on this alley. The design also shows where dumpster screening will be required. Also attached are 3D elevations of the dumpster screen areas that were prepared for the Hamilton Alley project. The same design features will be used here as well.

Also attached are photos of the two remaining existing City street lights that were installed in the alley, likely in the 1960's. These two street lights will be replaced with the City's

current downtown standard light post and fixture, to match the two currently installed near the north end of the alley (see existing photo).

LEGAL REVIEW:

The suggested special assessment district is consistent with the City Charter, and past precedence. No legal review is required.

FISCAL IMPACT:

As referenced in the first memo, costs will be split into two categories:

- a. The Sewer Fund will be charged for the cost of the main line sewer repairs, as well as all sewer lateral replacements. The extent of this work has not been finalized, but is expected to be in the range of \$50,000. The cost of the sewer lateral replacements will be charged to the benefitting property owners, in a separate special assessment district that will be created at the time of the contract award.
- b. The remaining costs, including pavement improvements, dumpster screens, street lights, and wayfinding signs will all be charged to the special assessment district.

Final cost estimates will be established once the project has been designed and bids have been received.

SUMMARY

It is recommended that the City Commission declare necessity for the Pierce St. Alley Paving Project, and to conduct the previously set public hearing to confirm the special assessment roll as currently estimated, at its meeting of April 8, 2019.

ATTACHMENTS:

- Conceptual plan of paving project area, as prepared by MKSK.
- Photographs of existing street lights to be replaced and sample street light to remain (behind Churchill's, 116 S. Old Woodward Ave.).
- February 15, 2019 memo to Commission to introduce project and to recommend setting the public hearing for this project.
- Map of assessment district.
- Spreadsheet of properties and estimated costs for special assessment district (adjusted from previous memo).
- Pierce St. Alley plan from City's Alleys and Passageways Master Plan (2012).
- Sample drawings and elevations prepared for the Hamilton Alley assessment district.

SUGGESTED RESOLUTION:

WHEREAS, The City Commission has endorsed the rehabilitation and improvement of its public alleys within the Central Business District; and

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

WHEREAS, The City Commission has not declared it practicable to cause estimates of cost thereof and plans to be made at this time, now therefore be it,

RESOLVED, that there be constructed an improvement to be hereinafter known as:

PIERCE ST. ALLEY – PIERCE ST. TO E. MERRILL ST.

consisting of the construction of An 18 foot wide concrete pavement (face to face) with exposed aggregate concrete accents, be it further

RESOLVED, that at such time as the Assessor is directed to prepare the assessment roll, one-hundred percent (100%) of the estimated cost be levied against the assessment district; be it further

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

"Assessor's Plat No. 24"

Lots 1-6 inclusive, lot 7 except for the northerly 79.26 ft. of the easterly 80.46 ft., lots 8-18 inclusive.

be it further

RESOLVED, that the Commission shall meet on Monday, April 8, 2019, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the paving of the Pierce St. Alley, Pierce St. to E. Merrill St.

GOALS AND OBJECTIVES

- 1. Create a pedestrian-friendly alley that is well-lit, well-drained, clutter-free, and visually appealing.
- 2. Integrate existing operational needs including waste disposal, parking/vehicular access, and emergency vehicles
- 3. Develop paving material concepts that emphasize public/private delineation, as well as celebrate the terminating vista at Churchill's



Existing streetlights to be updated to match two lights by Churchill's



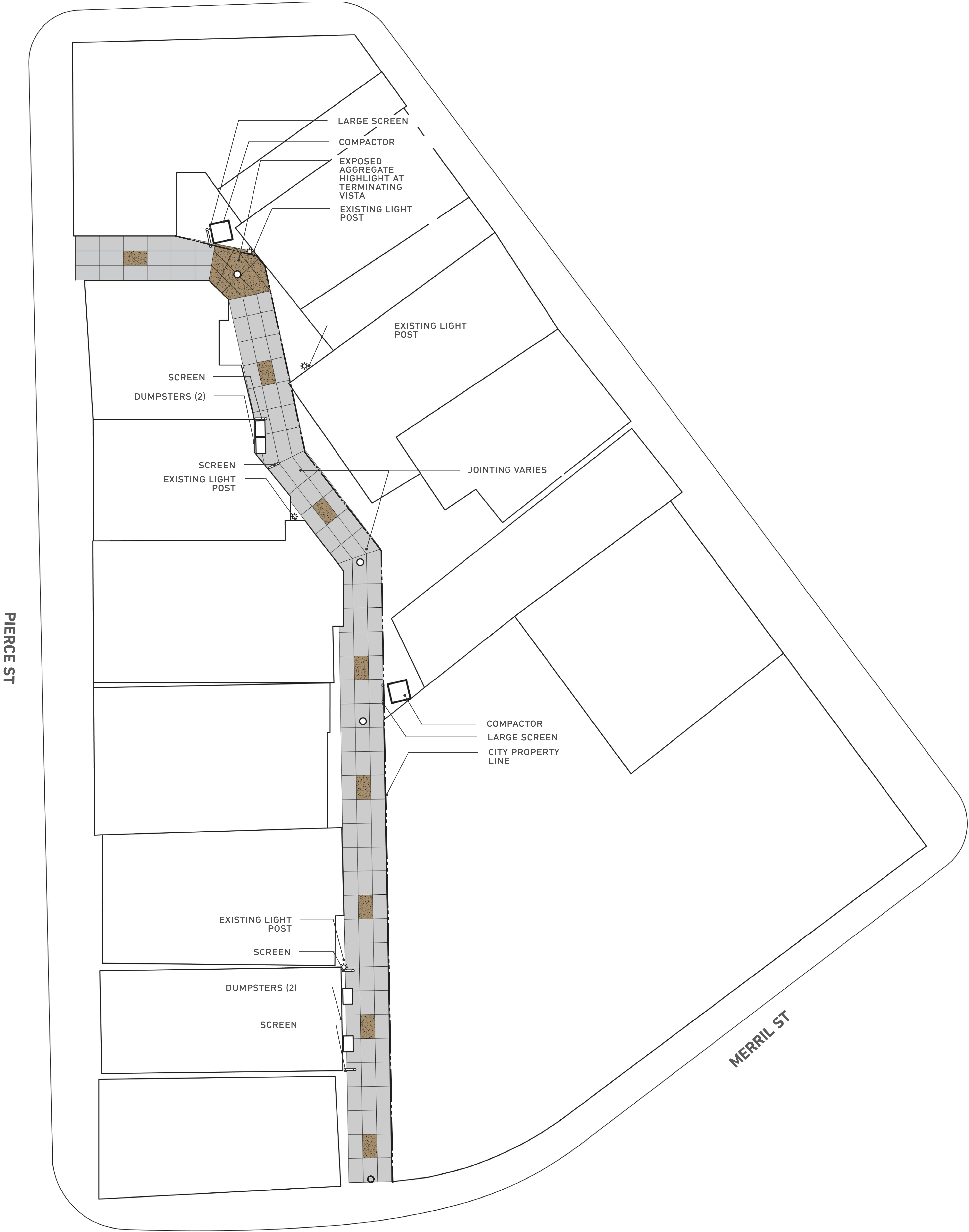
Existing light post and signage

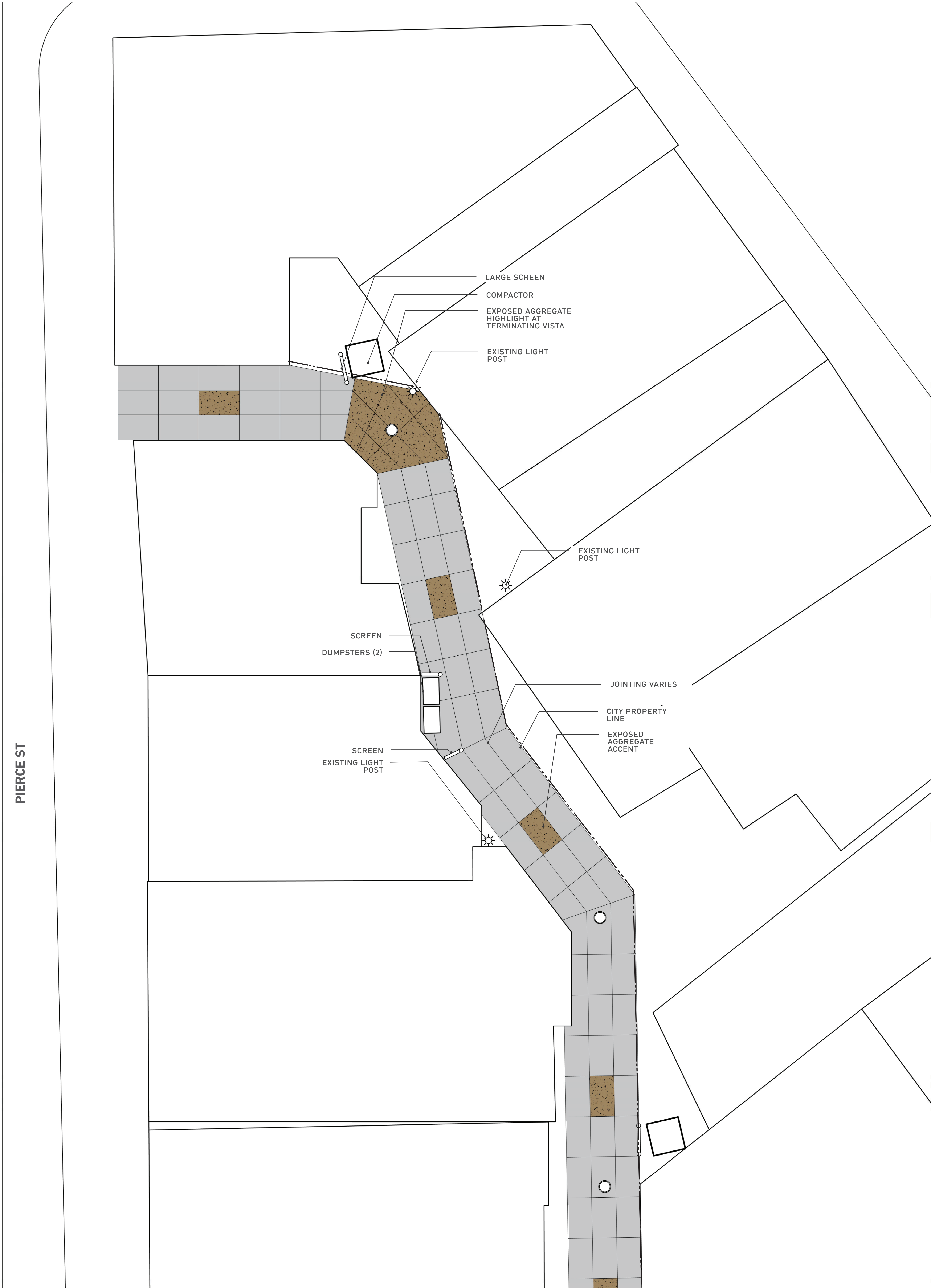


Change in material is needed to emphasize public ROW and terminating vistas



Existing entrance from Merrill Street





PIERCE ST










Churchill's
BISTRO | CIGAR BAR

116

Engineering Dept.

DATE: February 15, 2019

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Pierce St. Alley – Pierce St. to E. Merrill St.
Paving Special Assessment District

INTRODUCTION:

The City Commission has requested that alleys within the Central Business District be prioritized and improved to allow them to function not only as service areas, but as passageways consistent with the Alleys and Passageways Master Plan. Given its current condition, the Pierce St. Alley has been identified by staff as the next priority for such improvements.

BACKGROUND:

Unlike public streets, the City does not receive any source of outside funding for public alleys. Further, alleys tend to be a secondary access point for properties that is in addition to their street frontage. While minor maintenance and pavement patching is paid for by the General Fund, major capital improvements have historically been subject to a 100% special assessment. Most recently, in 2015, the City completely reconstructed both the sewer system and the concrete pavement on the Hamilton Alley (Hamilton Ave. to Park St.). During the planning phase, an architect was hired to help present a new concrete paving concept that was eventually approved and constructed. The paving concept used standard concrete panels, accented with large exposed aggregate panels in the center at regular intervals. The revised concept was designed with longevity and future maintenance in mind. To date, the larger panels are performing well. The same concept was used in 2017 in the private section of the alley directly south of the Willits Building.

Another design feature used on the Hamilton Alley was to condense the placement of dumpsters to defined locations. Once dumpster areas are defined, custom made steel screens were fabricated and installed at each end of the dumpster areas. The screens do not block access to the dumpsters, but rather help to reduce their visual impact, thereby improving the overall aesthetic of the alley.

The conditions in the Pierce Alley are similar to the Hamilton Alley. The City property is typically 18 ft. wide, with one 90° bend. Several properties use the alley as an access to parking areas, while other buildings have no such space. We envision two designated dumpster areas (adjacent to restaurants) where the installation of dumpster screens will be appropriate. There are also two large trash compactors that can be screened on one side to improve their appearance. Once the dumpster areas are constructed and screened, all dumpsters will either have to be placed on private property, or within one of the two identified screened areas. Existing dumpster areas that are on private property, but accessed by the alley, will have to be improved in accordance with the newly updated dumpster ordinance in Chapter 90 of the City Code.

Typically, alleys are lit using lights mounted on private buildings. The Pierce Alley has four City street lights mounted on concrete bollards (to avoid damage from vehicles). Two of the street lights have been updated to the current City Central Business District standard model when an adjacent building was renovated. The two remaining lights are out of date. It is recommended that they be replaced with the City standard street lights as well, and charged to the special assessment district.

We have hired planning firm MKSK to prepare a sketch similar to the ones contained in the package for the Hamilton Alley. They will be ready for the Commission's review at the time of the public hearing.

The plan prepared for this alley in the City's Alleys and Passageways Plan was reviewed for this report. The following features show consistency with the report:

1. Dumpster areas are designated by red "x's" on the plan. The proposal is consistent with the plan:
 - Area 1 and the unnumbered location located just north of the Merrillwood Building represent the two existing trash compactors, which will be screened on one side to reduce their visual impact.
 - Areas 2 and 4 represent locations where existing restaurants must use City right-of-way to store dumpsters. New screens will be installed at each end of the dumpster areas to reduce their visual impact.
 - Area 3 represents an existing dumpster area located on private property. As the plans are developed, staff will advise the property owners relative to the revised dumpster ordinance, and require them to make needed improvements to these areas in terms of location, appearance and cleanliness.
2. The existing street lights will be maintained or improved as suggested above.
3. The perpendicular parking area is located on private property, and is outside of the scope of this project. Access to the parking area will remain after completion.
4. Existing NO PARKING signs will be reviewed with the Police Dept., and supplemented as needed to ensure proper enforcement of parking regulations.
5. The proposed potential crosswalk locations shown at each end of the alley are outside of the construction zone. It is recommended that pedestrian activity in this alley, and the adjacent ones, be monitored. If demand for pedestrian crossings increases, crosswalk improvements can be added in the future as appropriate.
6. Though not a part of the Alleys and Passageways Plan, the City's current standard "Via" signs will be installed at each end to encourage pedestrian activity in the newly improved alley, charged to the special assessment district.

Finally, while preparing this report, staff consulted with the owner and development team for the status of the planned new building at the Varsity Shop site (277 Pierce St.). Given the location of this upcoming project, it would not be feasible to complete the needed work in the alley if this project was underway adjacent to its main access (on Merrill St.). The owner is aware of the proposal to potentially improve this alley. If we proceed to complete the work such that the project is completed in September or October, it would be their intent to start their building project soon after. With that in mind, the City will design the alley with the overall final concept, but will not remove the existing asphalt adjacent to this site. The owner of the 277 Pierce St. site will then be able to use a small part of the alley as a staging area for their project. Upon completion of the new building, the owner will be obligated to install new concrete

on this segment, full width, at their cost, (consistent with the approved alley design) as a condition of their site plan extension (which has not yet been approved).

LEGAL REVIEW:

The suggested special assessment district is consistent with the City Charter, and past precedence. No legal review is required.

FISCAL IMPACT:

Attached is a preliminary spreadsheet of the suggested special assessment district. The base charge per foot will include all costs related to paving, as well as the fabrication and installation of a "Via" wayfinding sign at each end of the alley. The estimated cost to be charged is \$300 per foot, which includes all contractor costs, as well as all planning, design, and administration costs. Since all frontages are private, 100% of these costs are eligible for special assessment. The total cost of the project is estimated at \$300,000. Dumpster screens will be apportioned to those properties that are using dumpsters that require screening, so a separate charge will apply. (The estimated assessments list attached to this report is subject to change as additional information relative to the compactors that serve more than one property is determined.) Individual assessments will vary from a low of about \$6,700 to a high of about \$54,900. Property owners will be offered the chance to pay over a 10-year period, with interest charges on the remaining balance applied.

The combined sewer that drains the alley has been internally inspected, and is generally in good condition. While some repair locations are being identified, the sewer is planned to remain in service. Several sewer connections for the various buildings are anticipated to be older than 50 years, and should be replaced. Once plans have been prepared and bids have been received, a separate sewer lateral assessment district will apply for those buildings that require the replacement of their sewer lateral. Costs will be charged to the Sewer Fund, with all work eligible for special assessment.

SUMMARY:

It is recommended that the City Commission set a public hearing for the meeting of March 25, 2019 to consider the creation of a special assessment district to reconstruct the pavement, update street lighting, and add dumpster screens and wayfinding signs for the Pierce St. Alley, from Pierce St. to E. Merrill St.

ATTACHMENTS:

- Map of proposed assessment district.
- Spreadsheet of properties and estimated costs for assessment district.
- Pierce St. Alley sheet from the Alleys and Passageways Master Plan.
- Sample drawings and elevations prepared for the Hamilton Alley special assessment district.

SUGGESTED RESOLUTION:

RESOLVED, that the City Commission shall meet on Monday, March 25, 2019 at 7:30 P.M., for the purpose of conducting a public hearing of necessity for the improvement proposed herein.

FURTHER RESOLVED, if necessity is determined on March 25, a hearing to review the assessments and to confirm the roll will be held on April 8, 2019, at 7:30 P.M.



Alley Special Assessment District

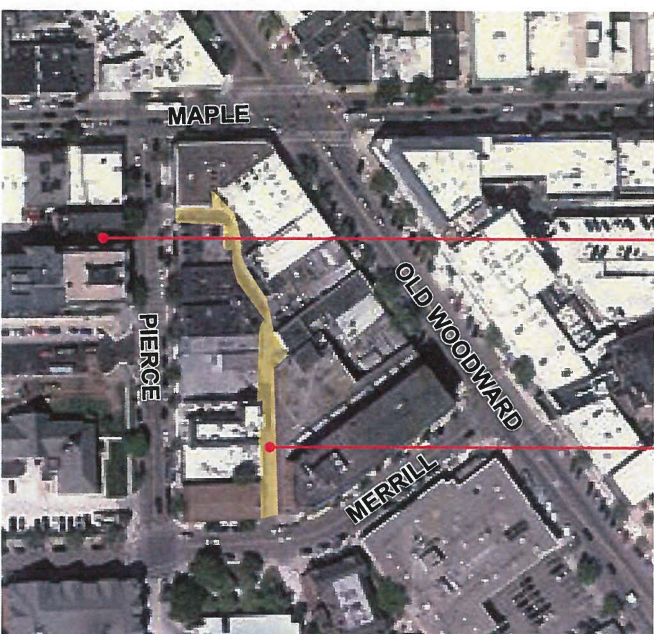
N



PIERCE ALLEY PAVEMENT ASSESSMENT #5-19(P)

SIDWELL / PARCEL #	PROPERTY ADDRESS	FRONTAGE (LFT)	DUMPSTER SCREEN COST ESTIMATE	TOTAL PAVING ASSESSMENT	TOTAL
PIERCE ALLEY				\$ 300.00	
WEST SIDE					
19-36-201-001	135-149 Pierce	105.93	\$ 4,987.18	\$ 31,779.00	\$ 36,766.18
19-36-201-020	199-217 Pierce	98.00	\$ 8,232.00	\$ 29,400.00	\$ 37,632.00
19-36-201-005	235-237 Pierce	22.24	\$ 1,054.18	\$ 6,672.00	\$ 7,726.18
19-36-201-006	237-239 Pierce	57.48	\$ 2,724.55	\$ 17,244.00	\$ 19,968.55
19-36-201-022	247-251 Pierce	31.46	\$ 1,491.20	\$ 9,438.00	\$ 10,929.20
19-36-201-009	263-273 Pierce	40.00	\$ 9,600.00	\$ 12,000.00	\$ 21,600.00
19-36-201-010	277 Pierce	49.83		\$ 14,949.00	\$ 14,949.00
EAST SIDE					
19-36-201-011	55-99 W. Maple	59.00		\$ 17,700.00	\$ 17,700.00
19-36-201-012	106-108 S. Old Woodward	18.90		\$ 5,670.00	\$ 5,670.00
19-36-201-013	112-124 S. Old Woodward	64.55	\$ 2,383.19	\$ 19,365.00	\$ 21,748.19
19-36-201-014	124-128 S. Old Woodward	44.18		\$ 13,254.00	\$ 13,254.00
19-36-201015	138-142 S. Old Woodward	60.83		\$ 18,249.00	\$ 18,249.00
19-36-201-021	154 S. Old Woodward	40.00	\$ 1,896.00	\$ 12,000.00	\$ 12,000.00
19-36-201-019	176-180 S. Old Woodward	183.09		\$ 54,927.00	\$ 54,927.00
TOTAL		875.49	\$32,368.30	\$262,647.00	\$293,119.30

CHURCHILL'S ALLEY



Brooklyn Pizza Alley

Churchill's Alley

EXISTING CHARACTERISTICS

CLASSIFICATION: Active

2016 PLAN TYPE: Alley

WIDTH: Approximately 18 feet wide

SURFACE: Asphalt

SURFACE CONDITION: Poor

EXISTING SERVICES: Trash & deliveries

SCREENING: None

VEHICLES: Cars and trucks

SPEED LIMIT: Not posted

PARKING: "No Parking in Alley" signs, however, parallel parking occurs. There is perpendicular parking in a bump out & covered parking adjacent to the alley

BICYCLE FACILITIES: No existing facilities

LIGHTING: 3 City street lamps, some small wall-mounted lights

FURNITURE: None

PLAZA/ GATHERING SPACE: No

LANDSCAPING: Climbing vines on two buildings

PEDESTRIAN SCALED ARCHITECTURE: Alley entrance to Biggby's coffee, back doors of businesses and a few windows

OUTDOOR COMMERCIAL USES: None

SIGNAGE: Small wall sign for Biggby's Coffee entrance, one business has a decal on its back door

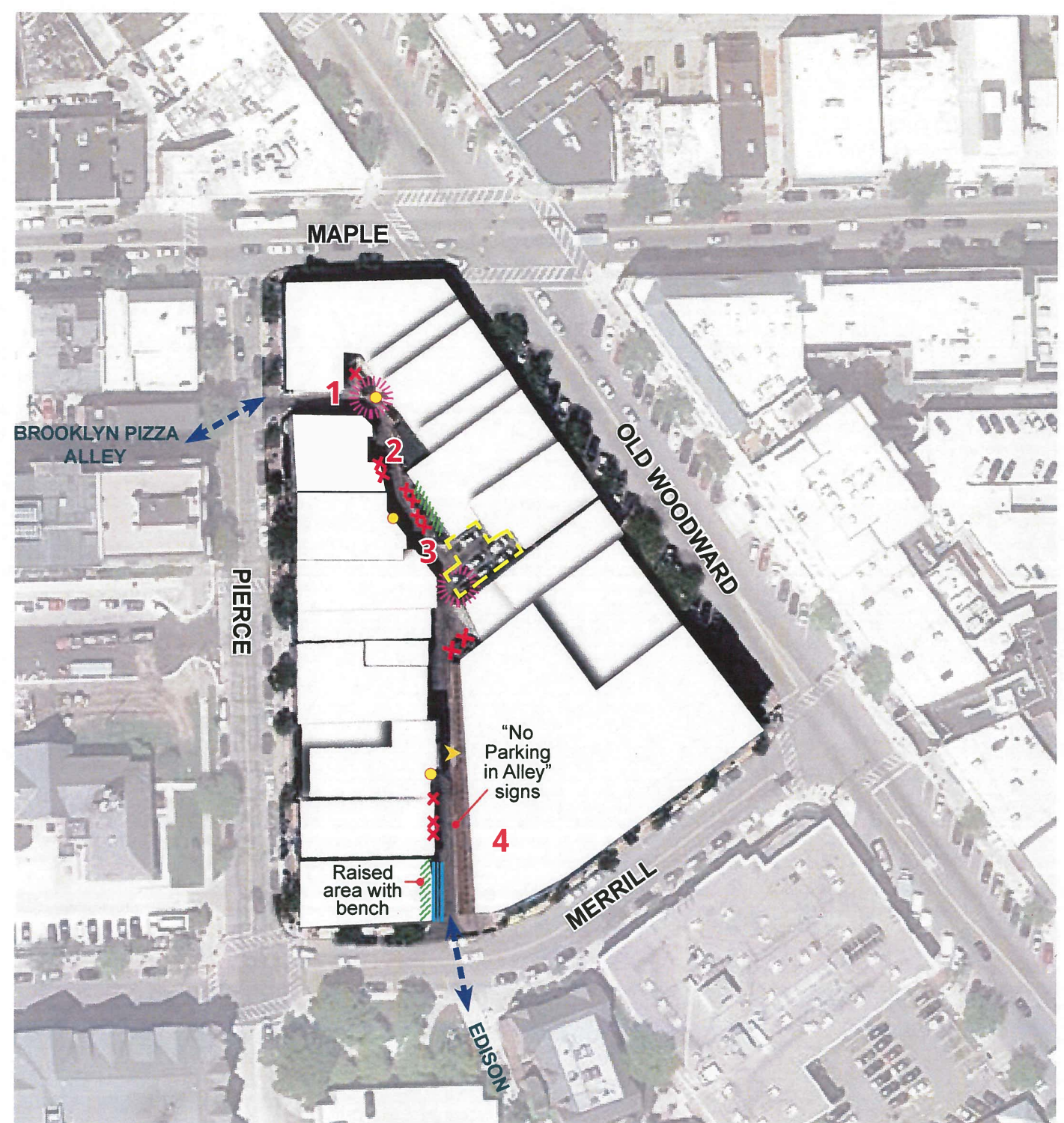
WAYFINDING SIGNAGE: None

VISUAL FEATURES/ ART: Corners break up the length of the alley, climbing vines

OTHER NOTES: A busy service alley with good vista opportunities. This alley could benefit from more clear delineation of pedestrian & service uses



CHURCHILL'S ALLEY



Perpendicular Parking

Dumpster

Potential Crosswalk Connection

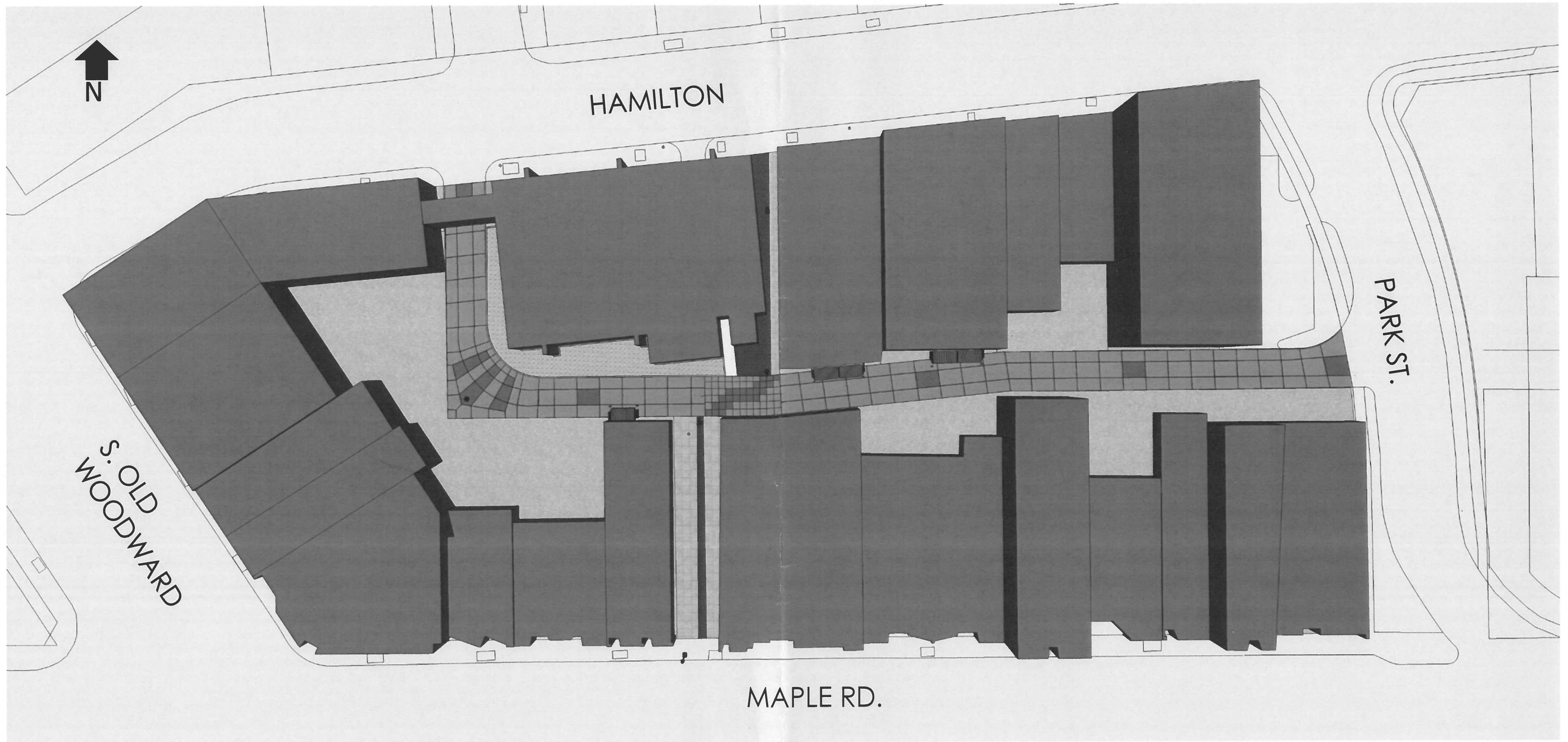
Green Wall

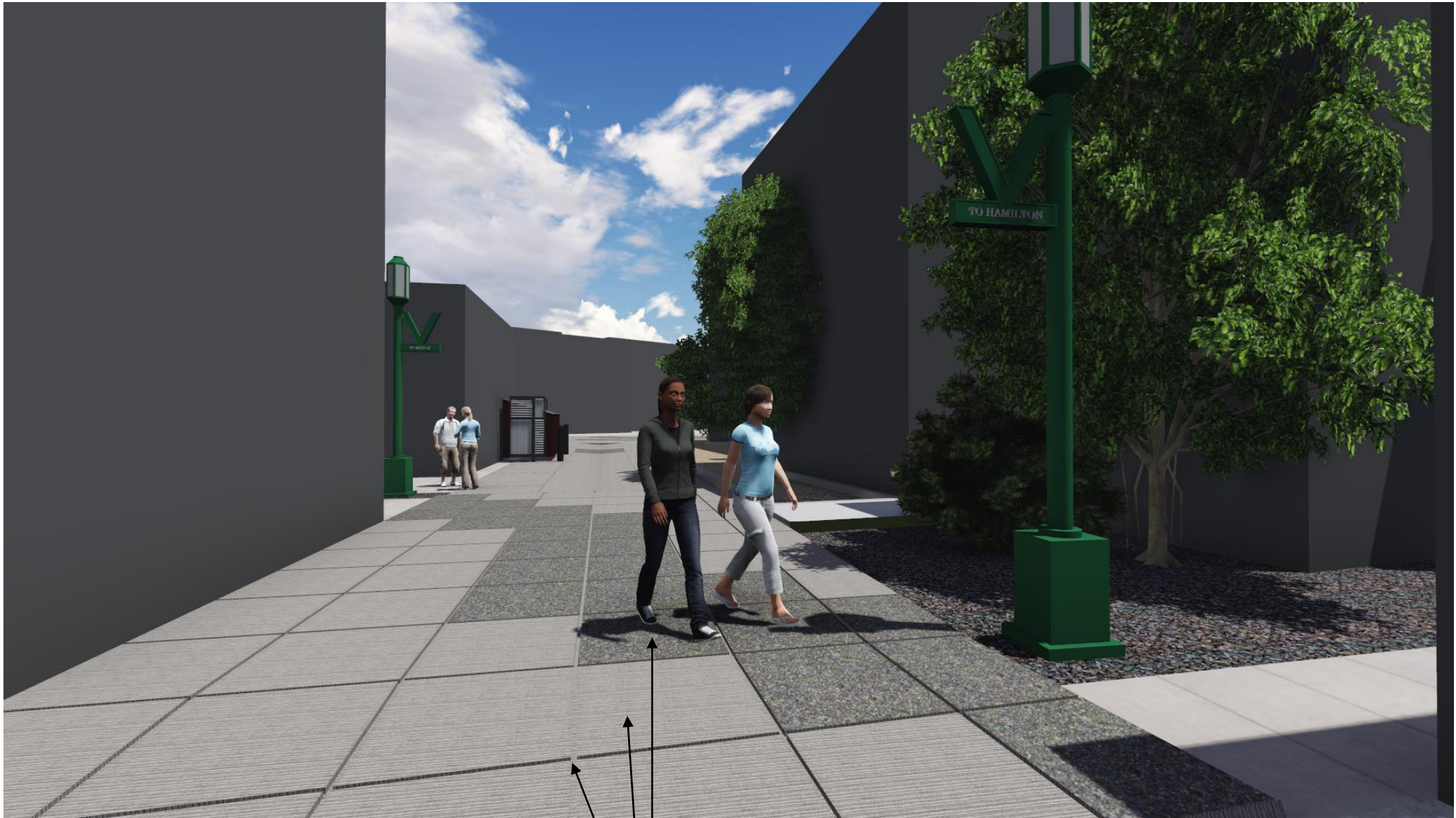
Entrance for covered parking area

Street Lamps

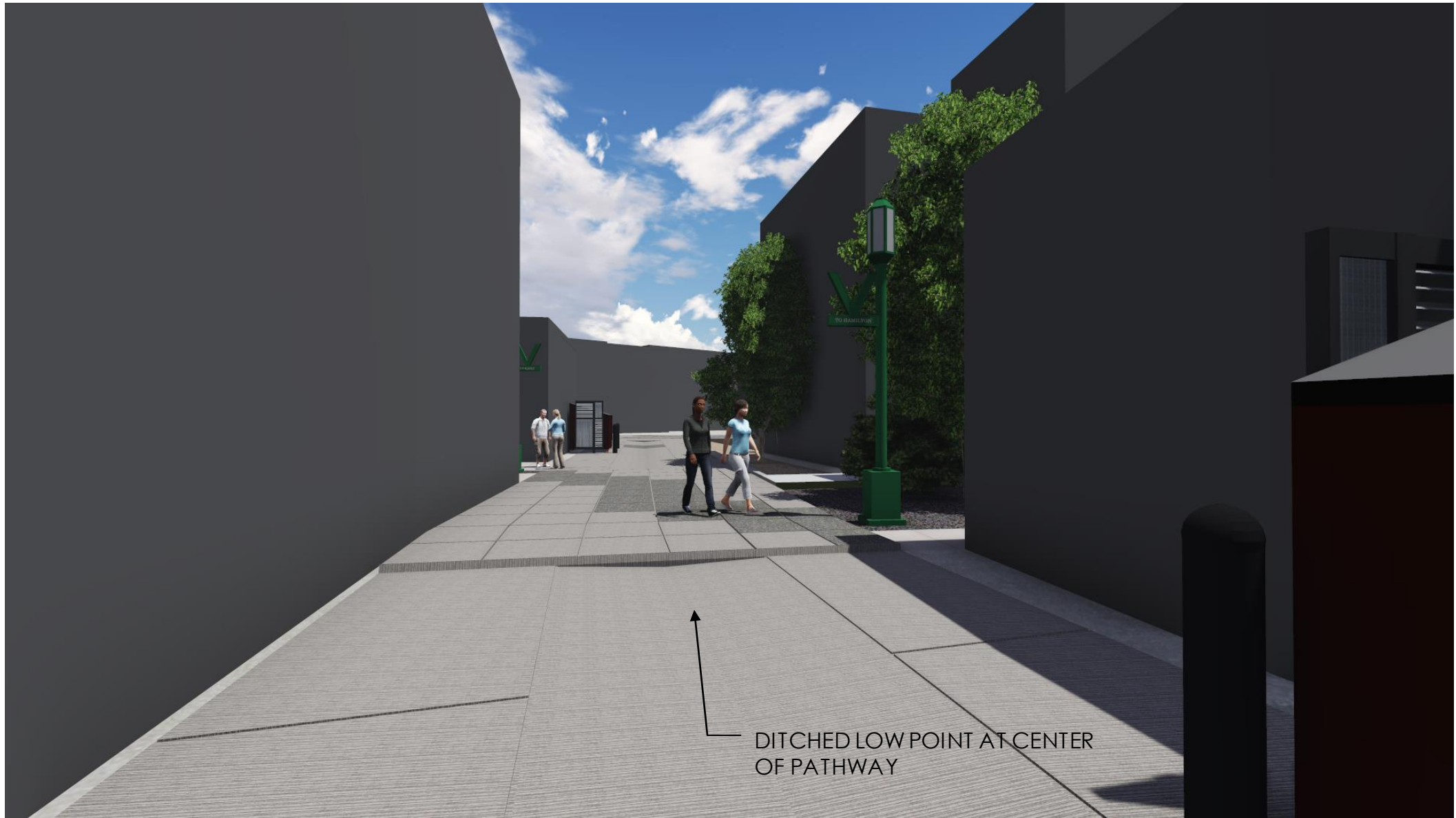
Terminating Vista

Cars parallel park here in the alley

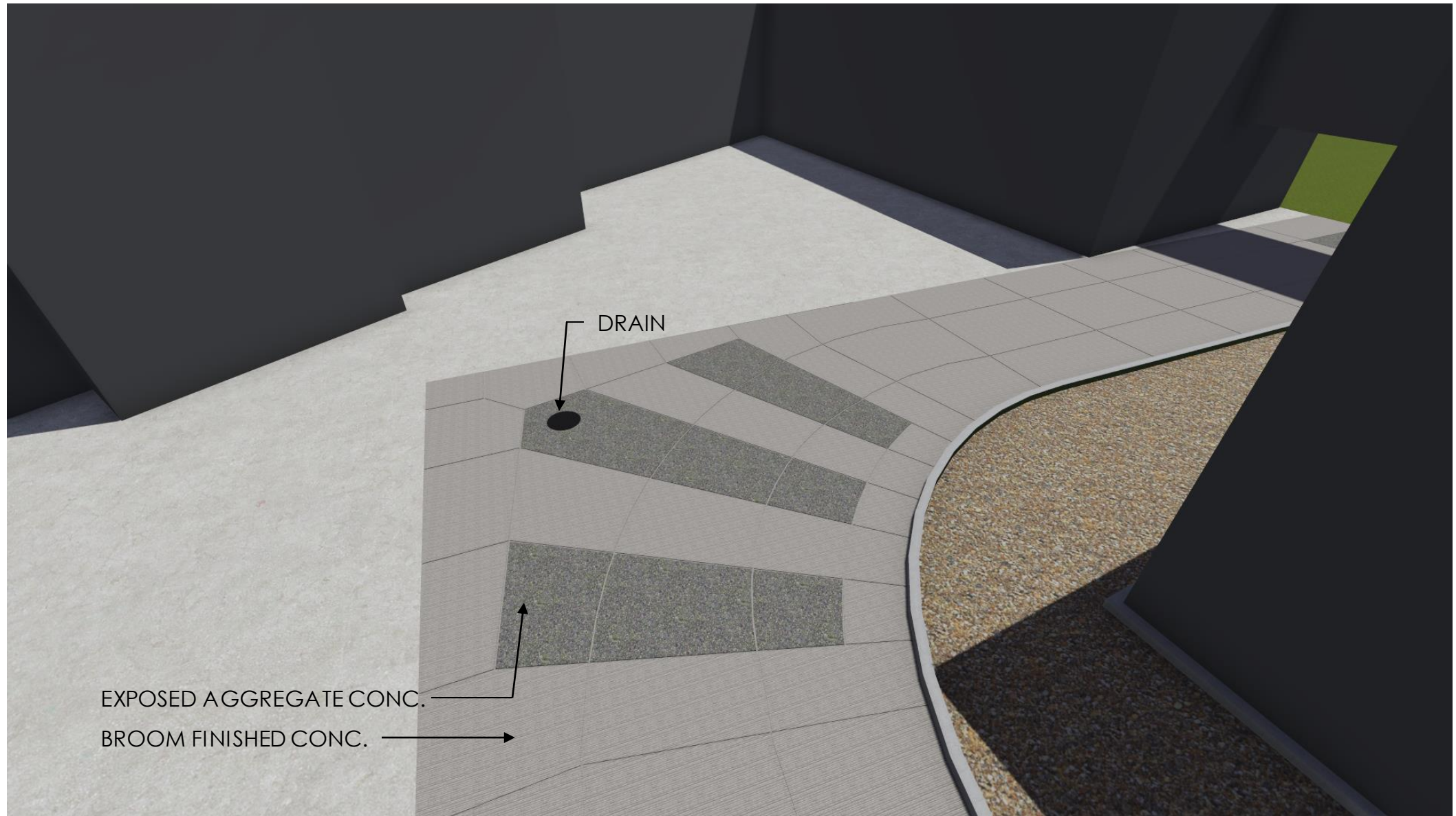




- EXPOSED AGGREGATE CONCRETE
- BROOM FINISHED CONCRETE
- RAISED CROSSWALK CROSSING









NOTICE OF PUBLIC HEARINGS
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY
PUBLIC HEARING OF CONFIRMATION

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, March 11, 2019, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, March 25, 2019, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Park Street from Oakland Avenue to Hamilton Row (Park Street Paving Project)
Nature of Improvement:	Installation of Standard streetscape and new street lights
City Staff Contact:	Paul O'Meara 248.530.1836 pomeara@bhamgov.org
Notice Requirements:	Mail to affected property owners Publish February 17 th and February 24th, 2019
Approved minutes may be reviewed at:	City Clerk's Office

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.



MEMORANDUM

Finance Department

DATE: March 15, 2019

TO: Joseph A. Valentine, City Manager

FROM: Teresa Klobucar, Deputy Treasurer
Mark Gerber, Finance Director/Treasurer

SUBJECT: Resolution for Confirming S.A.D. # 888 – Park Street Paving Project-Oakland to Hamilton Streetscape and Street Lights

For purposes of defraying the cost of streetscape and street lights that would specially benefit properties within the limits of the Park Street Paving Project, it is requested that the City Commission adopt the following resolution confirming S.A.D. No. 888 at the regular City Commission meeting of March 25, 2019. Comments during the hearing of confirmation are limited to those questions specifically addressing the assessment roll pursuant to Section 94-9 of the City Code. The hearing declaring the necessity of the Special Assessment District was held at the City Commission meeting of March 11, 2019.

SUGGESTED RESOLUTION:

To confirm Special Assessment Roll No. 888, to defray the cost of streetscape and street lights:

WHEREAS, Special Assessment Roll, designated Roll No. 888, has been heretofore prepared for collection, and

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

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

Commission Resolution 03-060-19 provided it would meet this 25th day of March 2019 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this March 11, 2019, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll as determined in Section 94-9 of the Code of the City of Birmingham,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 888 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that special assessments shall be payable in ten (10) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of six and a half percent (6.5%) on all unpaid installments.

SAD 888 ASSESSMENT ROLL		
Parcel Number	Property Address	Amount
19-25-455-017	220 Park Street	\$ 30,825.00
19-25-455-016	300 Park Street	\$ 47,250.00
19-25-455-002	346 Park Street	\$ 9,450.00
19-25-455-015	390 Park Street	\$ 14,625.00
19-25-454-009	391 Hamilton Row	\$ 19,350.00
		\$ 121,500.00

DATE: March 18, 2019

TO: Joseph A. Valentine, City Manager

FROM: Paul T. O'Meara, City Engineer

SUBJECT: Park St. Paving Project
Oakland Blvd. to Hamilton Ave.
Streetscape Design

INTRODUCTION:

The Engineering Dept. is currently working to prepare design plans and specifications for the reconstruction of the above block. The project will include new concrete pavement, as well as upgraded streetscape to meet current standards, including exposed aggregate sidewalks, new trees and street lights, and improved crosswalks. The City Commission has expressed an interest in seeing the plans at 50% complete to have an opportunity to review the project details. The plans are now at that point, and are attached to this memo for review and comment.

BACKGROUND:

The following comments and clarifications are offered relative to the plans, starting at the north end, and heading south:

1. Although no longer functioning as an official Ring Road, Park St. still acts as the main conduit for the majority of trips to and from the Park St. Structure every day. Maintaining the current 3-lane cross-section (total 30 ft. wide) provides three 10 ft. wide lanes on the block. Currently, on an average weekday last fall, there were 634 vehicles entering at the Park St. driveway, with 315 entering between the hours of 8 AM and 10 AM. Northbound left turns into the parking structure make up the majority of Park St. in-bound trips into the building. Removal of the left turn lane would negatively impact the level of service for northbound vehicles in this area. Given the large number of driveways, and the short distance between the parking structure entrance and Oakland Blvd., there are no opportunities to introduce on-street parking, which also eliminates the opportunities for bump outs (curb extensions).
2. The handicap ramps at the Oakland Blvd. intersection are being replaced to meet current standards, both from an ADA perspective, as well as per our local Birmingham standards. The ramps will be constructed at 8 feet wide, and the crosswalk on the Park St. side will be repaved and have new pavement markings installed with 24 inch wide bars placed 24 inches apart.
3. The streetscape across the frontage of the Park St. Structure was upgraded in 2014 as part of a parking structure rehabilitation project. The general design (e.g: sidewalk joint pattern, tree spacing, pedestrian street lights) all meets the City's current downtown standard, and will remain in place during this project. (The City's current downtown standard was also installed on Hamilton Ave. in 2016, so this new Park St. project will help tie these two existing areas together well.)

4. On the east side of the street, the new design must consider existing features. For example, there are five private driveways on this block, as all of the adjacent buildings have on-site parking. In addition, four mature trees growing in the existing front yards all hang over the right-of-way. The selected spots for the new tree wells were placed to ensure that they will not conflict with the existing trees for many years to come.
5. The existing mid-block crosswalk is popular for pedestrians traveling between the parking structure and the office buildings on the east side of the street. The current crosswalk was built at an angle to avoid both the existing driveways and existing street light poles. Since the street lights are being re-oriented, the crosswalk can be reconstructed perpendicular to the street, making the crossing shorter and safer. The City's standard of 8 ft. wide will be used in conjunction with the 24 inch wide bars placed at 24 inches apart.
6. The City owns additional right-of-way at the northwest corner of Hamilton Ave., providing the opportunity to install a new small urban park area. The Architectural Review Committee (ARC) has met on this issue once, and their general design suggestions were passed on to MKSK for refinement. The attached recently finished package from MKSK features the suggested design from the ARC. The design has also been included on the engineering drawing to show how it would tie into the rest of the block. The ARC has not met to review the drawing prepared by MKSK; they are scheduled to do so soon.

LEGAL REVIEW:

No legal review is required.

FISCAL IMPACT:

The special assessment district public hearing has been held as of this writing, with no objections received from the adjacent property owners. Per current City policy, all streetscape costs (not including street lights) will be included in the assessment district, and charged at 75%, with the City paying the remaining 25%. Since street lights have never been assessed on this block, the new street lighting will be assessed at 100% of cost. Once the job has been bid and is ready for an award, the Engineering Dept. will return with an award recommendation, and exact costs to be charged to each of the related accounts.

SUMMARY

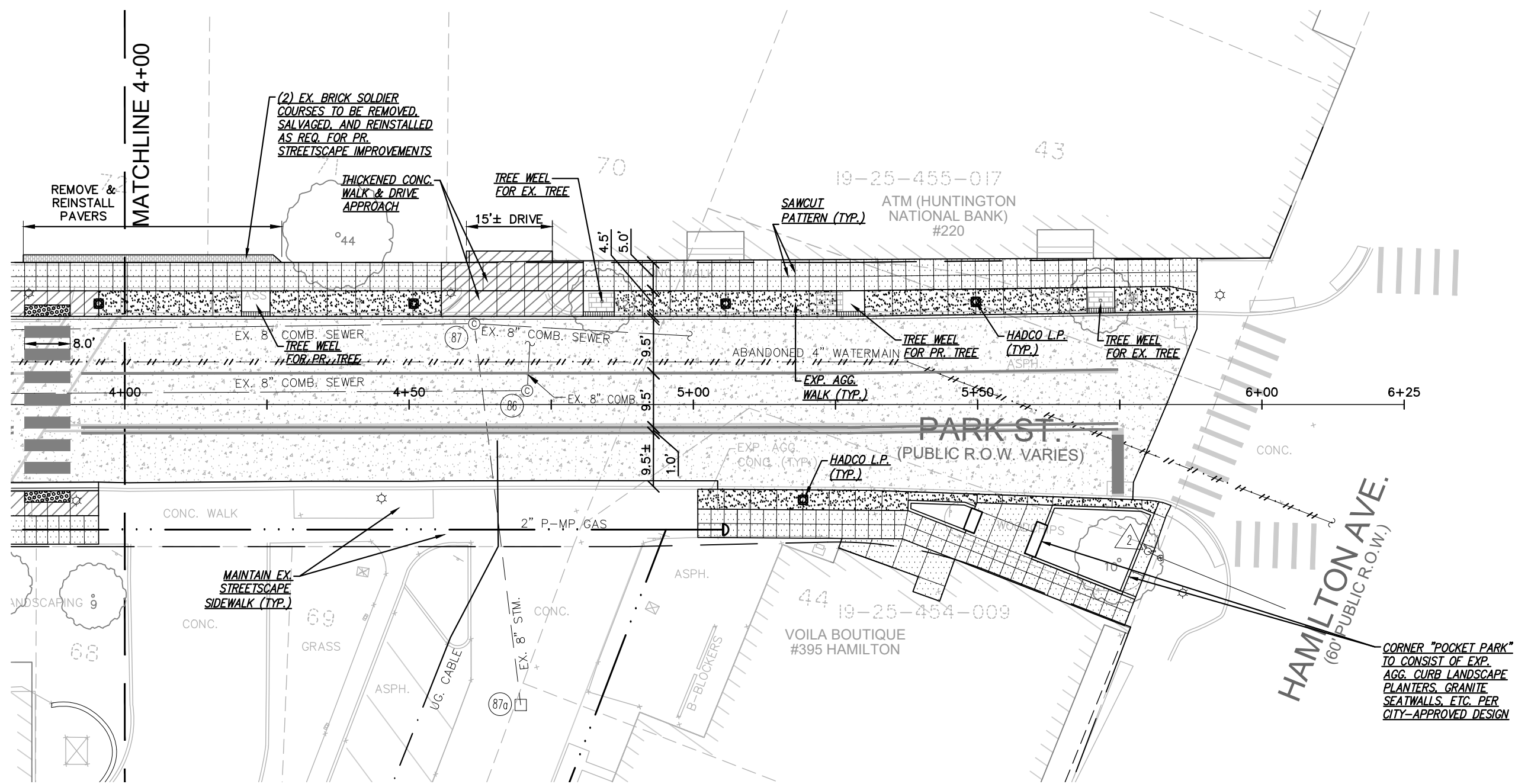
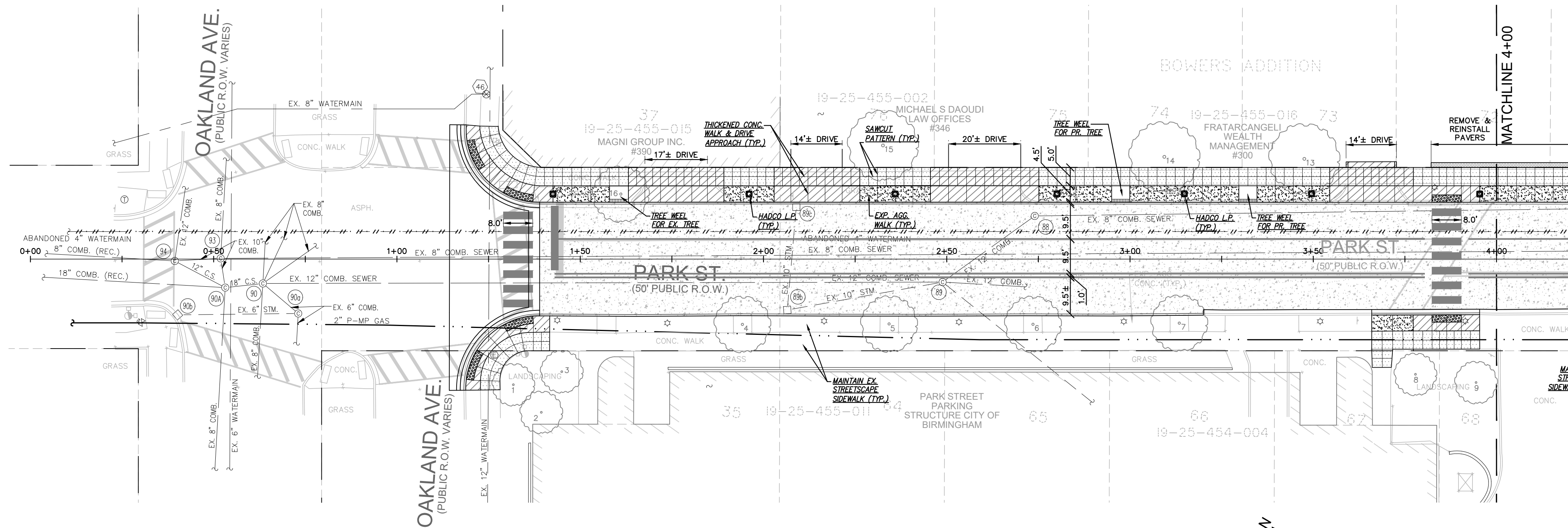
It is recommended that the City Commission endorse the conceptual streetscape design to be implemented as a part of the Park St. Paving Project.

ATTACHMENTS:

- Conceptual streetscape design for Park St., Oakland Blvd. to Hamilton Ave.
- Architectural Review Committee Draft Minutes, February 8, 2019
- MKSK concept drawing for urban park at the northwest corner of Park St. and Hamilton Ave.

SUGGESTED RESOLUTION:

To direct the Engineering Dept. to proceed to final design of the Park St. Paving Project, Oakland Blvd. to Hamilton Ave., per the streetscape design concept plan, including Option 1 for the northwest corner of Park St. and Hamilton Ave., pending final review by the Architectural Review Committee.



Tree #	Botanical Name	Common Name	Dia.	Type	Other Dia.	Condition	Comments
1	Malus spp.	Crabapple spp.	7	Twin	6	Fair	Competition, trunk canker
2	Malus spp.	Crabapple spp.	9	Multiple	9,7	Good	
3	Malus spp.	Crabapple spp.	8	Twin	7	Fair	Epicormic branching, trunk canker
4	Gleditsia triacanthos	Honeylocust	11			Good	
5	Acer rubrum	Red Maple	3			Fair	Mechanical damage on truck
6	Pyrus calleryana	Bradford Pear	2			Good	
7	Gleditsia triacanthos	Honeylocust	2			Good	
8	Malus spp.	Crabapple spp.	11	Multiple	9,8,8	Fair	Cankers, dieback, epicormic branching
9	Malus spp.	Crabapple spp.	10	Twin	7	Fair	Scam, cankers, epicormic branching
10	Gleditsia triacanthos	Honeylocust	13			Good	
11	Gleditsia triacanthos	Honeylocust	4			Fair	Epicormic branching
12	Gleditsia triacanthos	Honeylocust	8			Fair	Epicormic branching, girdling roots
13	Gleditsia triacanthos	Honeylocust	20			Good	
14	Gleditsia triacanthos	Honeylocust	22			Good	
15	Gleditsia triacanthos	Honeylocust	26			Good	
16	Gleditsia triacanthos	Honeylocust	14			Good	
44	Gleditsia triacanthos	Honeylocust	22			Good	



Architectural Review Committee Minutes - DRAFT

Conference Room 203
151 Martin St., Birmingham, MI 248.530.1807
Friday, February 8, 2019

Meeting called to order at 8:30 a.m.

Present: Larry Bertollini, Chris Longe

1 vacancy:

City Staff: Joe Valentine, City Manager
Paul O'Meara, City Engineer
Austin Fletcher, Assistant City Engineer
Theresa Bridges, Assistant City Engineer
Carrie Laird, Parks and Recreation Manager
Joellen Haines, Assistant to the City Manager

Chris Longe made a motion to approve the November 9, 2018 Architectural Review Committee (ARC) meeting minutes, which was seconded by Larry Bertollini. All were in favor.

Joe Valentine presented the first item for consideration, the review of Parking Lot 6 river access design, Concept D, which was a result of suggestions by the ARC at the Nov. 9, 2018 meeting. Austin Fletcher advised that Concept D is the fourth iteration by Hubbel, Roth and Clark (HRC).. C. Longe said the design looks like what they discussed, and he has no issues with it. L. Bertollini said he would like more natural vegetation, but takes no exception to it. Fletcher asked for a preference on the type of stone used in the main access area and offered options of flagstone, natural cut slate, blue stone or Sofala quartz. Longe said he had no preference and was okay with whatever was recommended, and really liked the large irregular cut shapes. Bertollini said he was okay with anything that would last a while and be easy to maintain. The committee also discussed ledge rock and were okay with it as submitted.

A motion was made by Longe to approve the Concept D design for Parking Lot 6 river access, as submitted, seconded by Bertollini; 2 yeas, 0 nays.

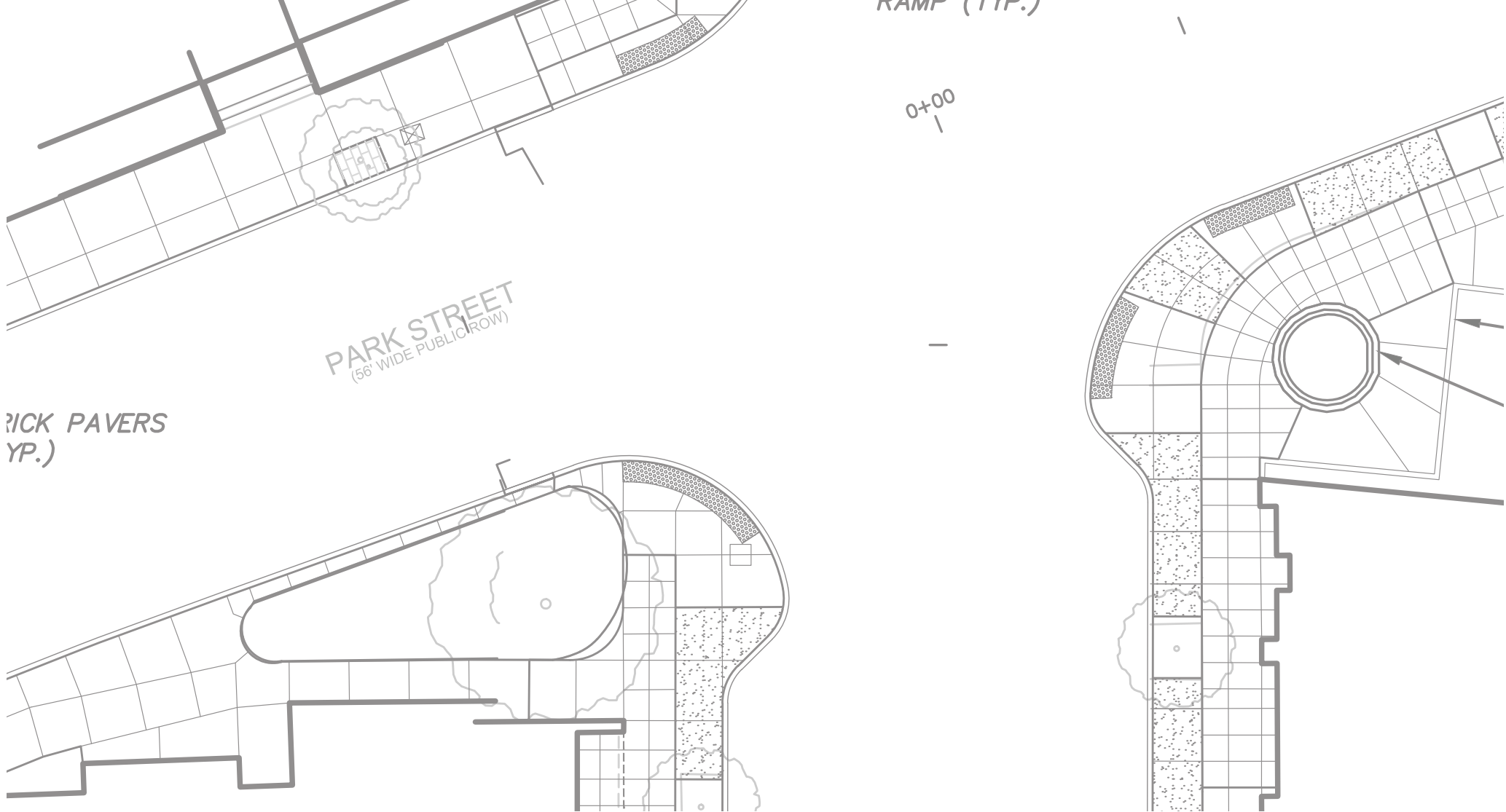
The second item on the agenda was a request for the ARC to offer concept ideas for the landscape design on the northwest corner of Park Street and Hamilton. Currently, there is a large tree with a raised bed of mulch with mature roots from the tree. Fletcher said he asked DPS for an answer on whether the irrigation could reach that area which would determine potential for designs. Carrie Laird explained that the existing irrigation further north down the street would not reach to accommodate vegetation which needs irrigation. The committee discussed additional options for that corner. Longe said he would like to see the current designs for all four corners of that intersection when the ARC meets next time, to evaluate a design that integrates with the whole intersection. Longe said he would like to keep the existing tree, and possibly have

vegetation on the opposite end with a short walkway between the two areas. The committee discussed adding 1-2 benches as an option or a stone bench such as the ones used in the Old Woodward Project. Bertolini and Longe both submitted concept sketches to Engineering to be given to MKSK in preparing design options.

The meeting was adjourned at 9:01 a.m.

Manager's Directives Resulting from the Architectural Review Committee Meeting of November 9, 2018:

1. To proceed with Concept D design as submitted for the Parking Lot 6 River Access.
2. To take the suggestions made by the ARC for the northwest corner of Hamilton Ave. and Park Street and come back with 2-3 landscape design suggestions, plus provide a look at all four corners of the intersection for a comprehensive view at the next meeting.



PARK ST CORNER LANDSCAPE DESIGN

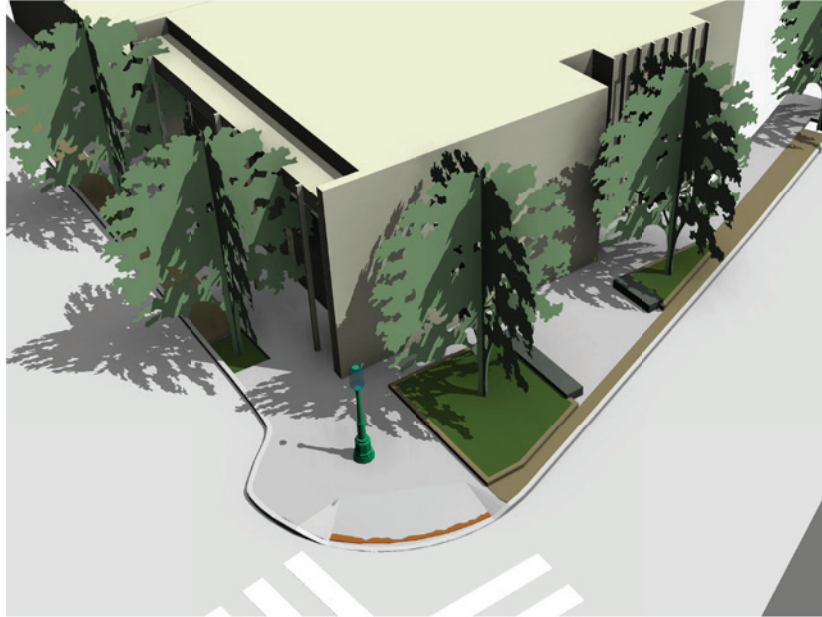
CONCEPT
DESIGN REVIEW
March 13, 2019

GOALS AND OBJECTIVES

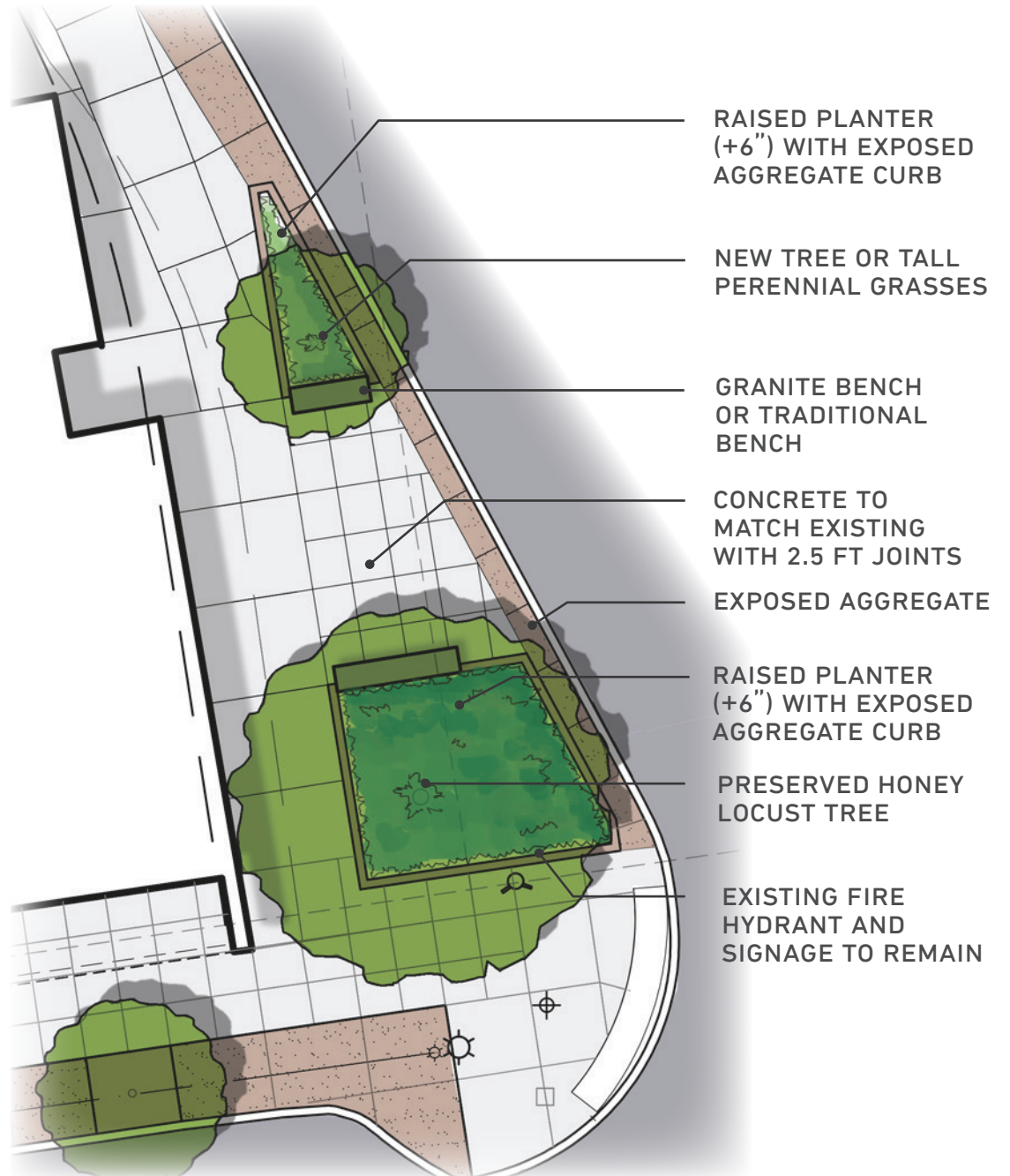
- » Develop a design development level landscape concept for the NW corner of Park St and Hamilton St
- » Create a pedestrian-friendly corner for visitors and workers of local shops and restaurants.
- » Integrate existing operational needs including ADA clearance, waste collection, signage, fire hydrant access, street signage, and lighting
- » Develop paving material layouts that emphasize the corner as a small gathering space.

STRENGTHS AND OPPORTUNITIES

1. Prominent, exposed corner
2. Large, empty brick wall
3. Preservation of tree
4. Shade due to tree and building
5. Adjacent local restaurants and retail



PARK STREET CORNER | CONCEPT REVIEW





Existing installed planter and granite bench on Old Woodward



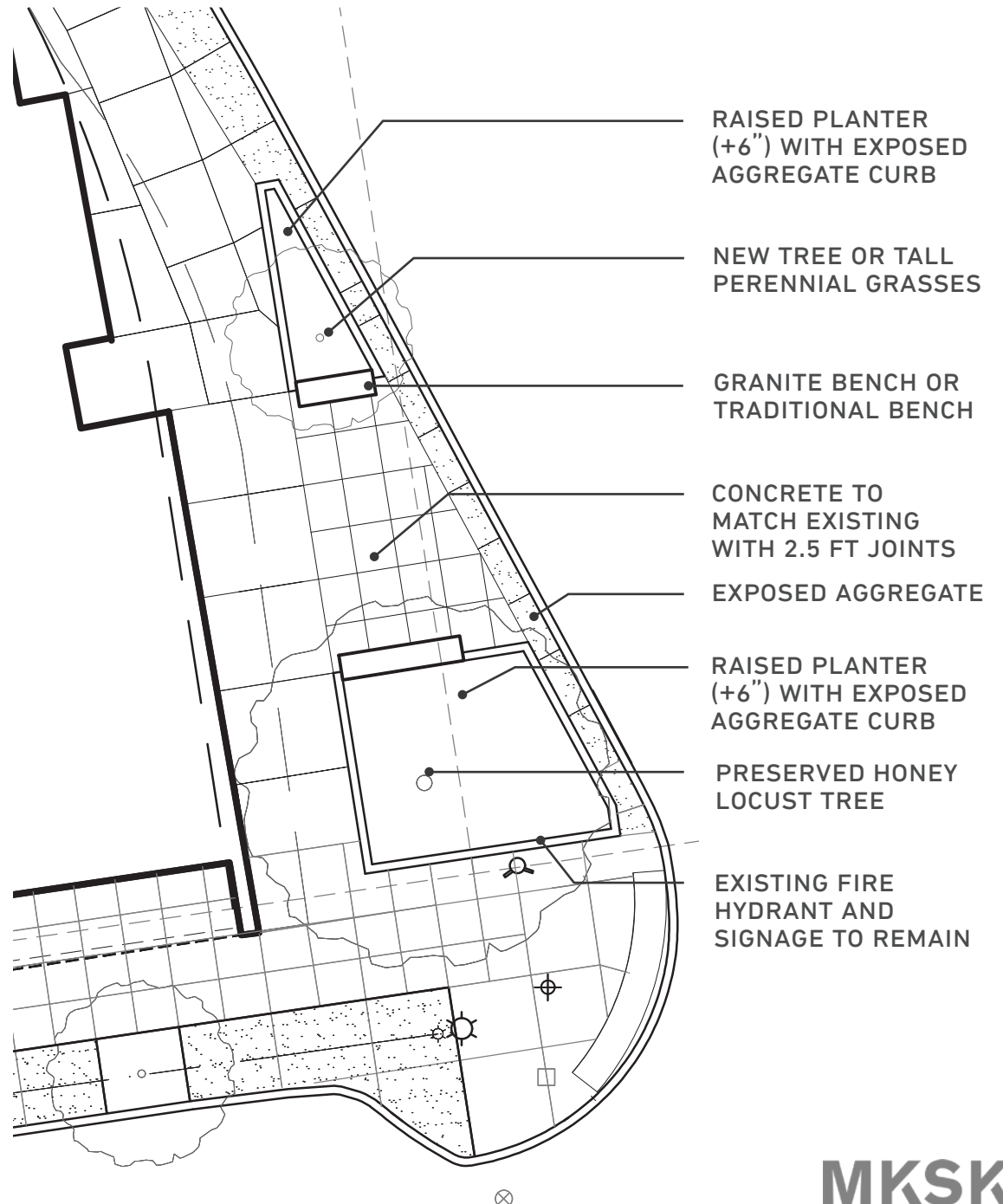
Traditional bench alternative



Shade-tolerant ornamental tree such as a dogwood



Tall grasses in north planter envelopes seating





MEMORANDUM

Office of the City Manager

DATE: March 20, 2019

TO: City Commission

FROM: Joseph A. Valentine, City Manager

SUBJECT: Request for Closed Session – Strategy and negotiation session connected with the negotiation of a collective bargaining agreement

It is requested that the City Commission meet in closed session for a strategy and negotiation session connected with the negotiation of a collective bargaining agreement pursuant to Section 8(c) of the Open Meetings Act.

SUGGESTED RESOLUTION:

To meet in closed session for a strategy and negotiation session connected with the negotiation of a collective bargaining agreement pursuant to Section 8(c) of the Open Meetings Act, MCL 15.261 – 15.275.

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



NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD

At the regular meeting of Monday, May 6, 2019, the Birmingham City Commission intends to appoint one regular member to the Museum Board to serve the remainder of a three-year term to expire July 5, 2020.

Interested parties may submit an application available at the city clerk's office on or before noon on Wednesday, May 1, 2019. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the city commission with respect to properties that, in the opinion of the board, have historic significance. Further, the board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Shall be qualified electors of the City.	05/01/2019	05/06/2019

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



MEMORANDUM

Department of Public Services

DATE: March 12, 2019

TO: Joseph A. Valentine, City Manager

FROM: Jacquelyn Brito, Golf Manager
Lauren A. Wood, Director of Public Services

SUBJECT: 2018 Annual Golf Report – Staff Report

Please find attached the 2018 Annual Golf Report which is a review of the results of the 2018 golf season for Lincoln Hills and Springdale Golf Courses along with a 2019 prospectus. This is a comprehensive report on the business activities of the golf courses throughout the preceding year. It includes some of the following items: a club membership synopsis, a five (5) year history of annual rounds, seven (7) year financial performance analysis, Junior Golf Program overview and a forecast for the 2019 season.

The Annual Golf Report also includes an update on the upcoming 2019 marketing strategies and exciting events. There is no change from the 2018 golf course fees and rates or with the rates for the passes and packages. The Parks and Recreation Board reviewed and accepted the report at their March 5, 2019 meeting to be submitted for your review.

2018

Annual Golf Report



Department of Public Services

Lincoln Hills GC
2666 W 14 Mile
248.530.1670

Springdale GC
316 Strathmore
248.530.1660

www.golfbirmingham.org

Table of Contents

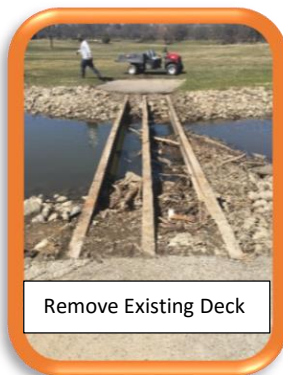
2018 In Review	1
Memberships.....	2
Rounds History	3
Junior Golf Program	5
Food & Beverage	6
 Breakdown of Rounds.....	7
 Financials.....	10
Statement of Operations	13
 2019 Prospectus	16
 2019 Tournament Schedule	20



2018 REVIEW

This has been a challenging year due to the capital projects undertaken at Springdale accompanied by some of the coldest and wettest weather last Spring and Fall. Despite the challenges, we had an **operating surplus of \$160,680** before Depreciation (\$111,862) and our General Fund Contribution (\$100,000).

Lincoln Hills opened on April 1st and Springdale followed on May 20th due to the extensive renovation of all four (4) bridges. Unfortunately, this project delayed our opening but the end result was well worth the wait. The bridges are beautiful and will last a lifetime.



The old bridges were simply railroad beams laid down connecting the river banks and topped with a wooden deck. We believe that they may have been here for decades, but was unable to find any information regarding their age. We installed 20' helical piles for the foundation and had the opportunity to add height to these bridges to eliminate debris being stuck underneath. In addition, these new features will help facilitate the water flow through the lower Rouge River which will help extend the life of these bridges over time.

Another capital project at Springdale was the creation of a new fairway bunker on #2, and it was strategically placed to catch a few drives. It was well received and we heard many fun comments from the members. Our focus during 2018 was to reinvest our earnings from the past few seasons into the courses for the enjoyment of the membership.



MEMBERSHIPS

Overall, we had a steady membership base, but we did have a drop in Resident memberships compared to last year, but this category seems to fluctuate each season without much impact to the total rounds.

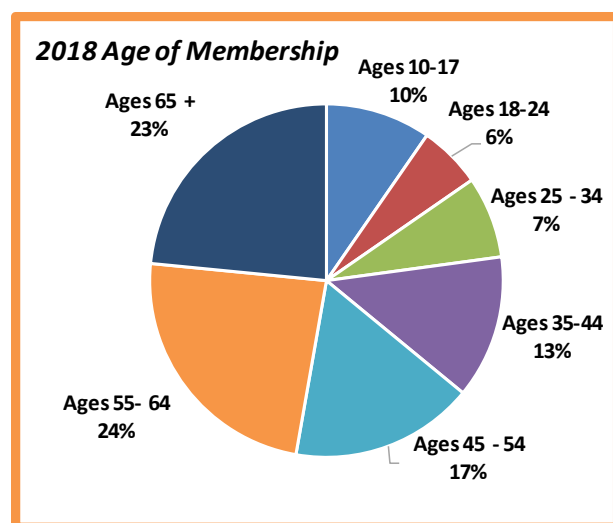
Membership Analysis For 2012 - 2018

	CY 2012		CY 2013		CY 2014		CY 2015		CY 2016		CY 2017		CY 2018	
RESIDENT MEMBERSHIPS	#		#		#		#		#		#		#	
Resident	1,843		2,007		1,733		2,090		1,874		1,898		1,744	

	CY 2012		CY 2013		CY 2014		CY 2015		CY 2016		CY 2017		CY 2018	
MEMBERSHIPS	#	%	#	%	#	%	#	%	#	%	#	%	#	%
Business	101	14%	99	13%	102	13%	109	13%	109	13%	92	10%	107	12%
Non-Resident - Individual	398	53%	401	53%	406	53%	475	55%	465	54%	502	56%	499	56%
Non-Resident - Dual	186	25%	185	25%	175	23%	194	23%	209	24%	220	24%	222	25%
Non-Resident - Family	60	8%	65	9%	77	10%	78	9%	85	10%	84	9%	59	7%
Total	745	100%	750	100%	760	100%	856	100%	868	100%	898	100%	887	100%

TOTAL MEMBERSHIPS	2,588	2,757	2,493	2,946	2,742	2,796	2,631
-------------------	-------	-------	-------	-------	-------	-------	-------

Other memberships remain fairly stable, Non-Resident Individual spiked up somewhat the past six seasons. The Non-Resident Family had a decline of 25 and after some investigation, we found that ten downsized to an Individual or Dual membership, because their family members were not playing as much as anticipated. There were nine families that purchased the membership for the sole purpose to register early for our Junior Golf Program. The remaining six did not return in 2017.



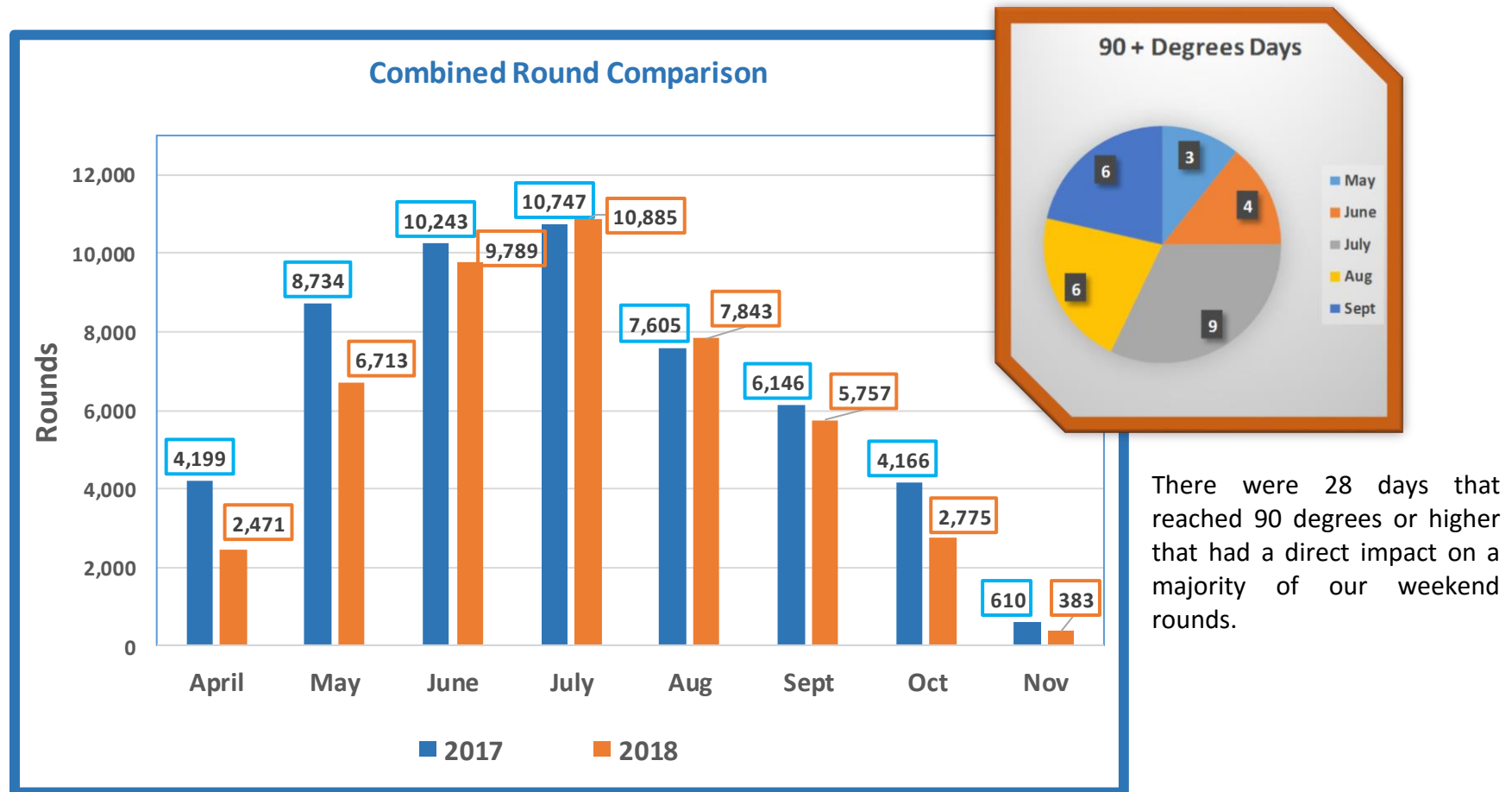
How Old Is Our Membership?

Our Juniors (ages 10-17) represent 10%, our Adults (ages 18-54) come in at 43%, and our Seniors (55+) encompass 47% of our membership.

It is imperative that we continue to add younger members and their families to our membership mix to sustain the longevity of our courses in the future. This is our driving force behind all of our membership marketing programs.

ROUNDS

We had a combined total of 46,616 rounds which was down by 6,079, or 12%. Lincoln Hills played 26,045 this season, a shortfall of 3,468 compared to last season (29,513). A total of 20,571 rounds were played at Springdale which was only down by 2,611, despite the late start. The chart below shows a monthly comparison and the main deficits fell in the months of April (Difference of 1,728), May (Difference of 2,021), and October (Difference of 1,391) for a combined total of 5,131 rounds. Unfortunately, we did not “kick-off” with a great Spring and ended with rain and very cold temperatures in the fall.



History of Rounds Calendar Years 2014 -2018

MONTH	2014			2015			2016			2017			2018		
	LH	SD	Total	LH	SD	Total	LH	SD	Total	LH	SD	Total	LH	SD	Total
January	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	0	0	0	0	0	0	321	0	321	60	0	60	0	0	0
April	3,705	652	4,357	3,087	1,713	4,800	2,389	1,616	4,005	2,816	1,383	4,199	2,471	0	2,471
May	4,393	3,493	7,886	4,892	4,293	9,185	5,461	3,910	9,371	4,759	3,975	8,734	4,303	2,410	6,713
June	5,330	4,216	9,546	5,556	4,268	9,824	5,595	4,269	9,864	5,812	4,431	10,243	5,245	4,544	9,789
July	5,139	4,636	9,775	5,718	5,218	10,936	5,788	4,856	10,644	6,027	4,720	10,747	5,858	5,027	10,885
August	4,376	4,084	8,460	4,408	4,403	8,811	4,273	3,873	8,146	3,631	3,974	7,605	3,950	3,893	7,843
September	3,074	2,746	5,820	3,411	3,059	6,470	3,163	2,698	5,861	3,057	3,089	6,146	2,929	2,828	5,757
October	915	2,493	3,408	2,666	908	3,574	2,037	1,990	4,027	2,556	1,610	4,166	1,289	1,486	2,775
November	33	675	708	1,489	0	1,489	2	1,545	1,547	610	0	610	0	383	383
December	0	124	124	514	0	514	0	54	54	185	0	185	0	0	0
TOTALS	26,965	23,119	50,084	31,741	23,862	55,603	29,029	24,811	53,840	29,513	23,182	52,695	26,045	20,571	46,616

Lincoln Hills					
MONTH	2014	2015	2016	2017	2018
January - April	3,705	3,087	2,710	2,876	2,471
May - September	22,312	23,985	24,280	23,286	22,285
October - December	948	4,669	2,039	3,351	1,289
TOTALS	26,965	31,741	29,029	29,513	26,045

Springdale					
MONTH	2014	2015	2016	2017	2018
January - April	652	1,713	1,616	1,383	0
May - September	19,175	21,241	19,606	20,189	18,702
October - December	3,292	908	3,589	1,610	1,869
TOTALS	23,119	23,862	24,811	23,182	20,571

JUNIOR GOLF PROGRAM

This ever popular program had a total of 485 participants which generated revenues of \$91,287 and finished with a net operating income of \$57,929 as shown in the table below.

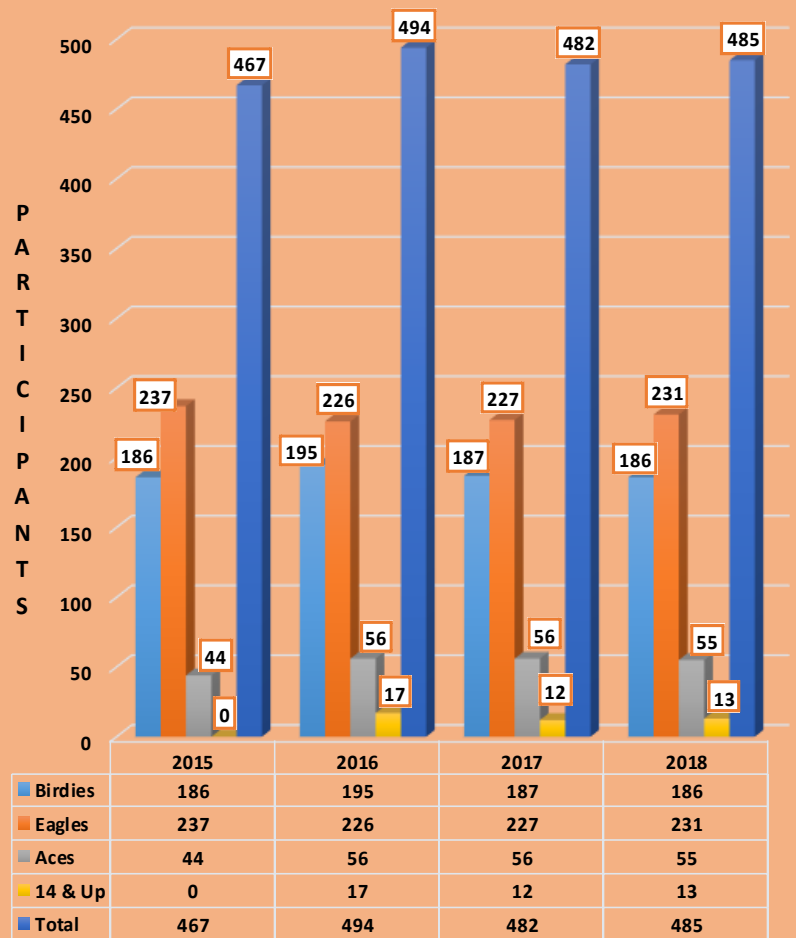
Each year, we review the program and introduce new training tools to enhance the learning process for the juniors. In 2019, we are excited to introduce a new training system that is targeted specifically



for juniors, the "Colour Path Golf" System. It was developed in England and its focus is to have the juniors develop their swings by simply following the color paths with drills and fun games.

Each year upon completion of the program, we host our Junior Club Championship that is open to all participants. It is very rewarding to see the excitement on their faces especially when we distribute the trophies after the luncheon. Many thanks go out to all of the parents that help make this program successful.

Jr Golf Program Analysis 2015-2018



Year	Revenues	Expenses		Net Operating Profit \$
		Payroll	Supplies	
2013	89,882	33,560	1,174	55,148
2014	90,142	32,643	1,408	56,091
2015	86,140	34,290	3,423	48,427
2016	89,392	31,435	1,280	56,677
2017	87,357	34,953	1,203	51,201
2018	91,287	31,446	1,912	57,929



FOOD & BEVERAGE

Revenues were comparable in this department at each course, with total combined sales of \$84,404 that was slightly down by 1,567, or 2%. There were three events that were cancelled due to inclement weather which had a direct impact for the revenues from the outings; Two Nite Golf Tournaments and our Dueling Pianos Tourney. In addition, our “Just A Drive Away” promotion was not utilized this season due to the delay in opening Springdale, but anticipate a successful event this Spring.

	Lincoln Hills		Springdale		TOTAL	
	2017	2018	2017	2018	2017	2018
Beer	22,458	21,099	18,141	17,784	40,599	38,883
Beverages	9,495	9,396	6,345	6,370	15,840	15,766
Food	12,150	12,671	6,628	6,921	18,779	19,592
Outings	6,382	5,464	2,862	2,131	9,244	7,595
Wine	813	1,349	695	1,219	1,508	2,568
	\$51,298	\$49,979	\$34,673	\$34,425	\$85,971	\$84,404

Each season we evaluate what sold and what didn't and we keep our golfers in mind when we update our menus. In addition, the following items are constantly reviewed to enhance our F&B operations.

- ✓ Ensure all staff are properly trained in keeping food safe.
- ✓ Advise staff how to promote food and beverage sales before, during and after play.
- ✓ Offer affordable menu items to encourage clubhouse dining as the first choice for golfers before and after a round.
- ✓ Ensure the variety and quality of menu items are attractive to customers and are consistent in their preparation and presentation.
- ✓ Timely, accurate, and friendly service in the clubhouse.
- ✓ Keep updated on current trends in the food industry.
- ✓ Ensure all workstations and restaurant areas are kept clean at all times.
- ✓ Many thanks to all Clubhouse staff that learned how to prep, cook and serve these items to our members and guests. Without their hard work and dedication, it would not be possible to grow our sales over the past seasons.



ROUNDS AT LINCOLN HILLS

As noted earlier, the weekend rounds were down compared to last season as shown in the table below. The heat was an element and there were quite a few members that traveled more on the weekends this past summer. However, this will be on our radar this summer as we implement promotions during our down times along with special guest days to increase rounds.

Weekday				Weekend			
Resident	2017	2018	Difference	2017	2018	Difference	
Adult	937	935	(2)	1,043	762	(281)	
Junior	270	145	(125)	242	117	(125)	
Senior	1,278	1,418	140	1,287	920	(367)	
Property Owner							
Adult	46	15	(31)	36	15	(21)	
Junior	0	0	0	0	0		
Senior	88	56	(32)	29	35	6	
Non-Resident							
Adult	668	586	(82)	928	702	(226)	
Junior	162	178	16	236	163	(73)	
Senior	2,987	2,676	(311)	2,492	1,914	(578)	
Business							
Adult	84	102	18	89	69	(20)	
Junior	1	1	0	1	0	(1)	
Senior	143	192	49	104	80	(24)	
Guest							
Adult	1,144	1,041	(103)	1,115	862	(253)	
Junior	304	234	(70)	285	199	(86)	
Senior	1,800	1,781	(19)	1,190	952	(238)	
City Employee							
Adult	7	3	(4)	3	4	1	
Junior	6	13	7	2	0	(2)	
Senior	18	14	(4)	123	42	(81)	
High Schools							
Birmingham	550	627	77				
Non Birmingham	15	7	(8)				
Other							
Junior Golf	2,360	2,392	32				
Leagues	4,937	4,674	(263)				
Outings	211	153	(58)	228	156	(72)	
Promotions	58	15	(43)				
Twilight	1,506	1,437	(69)	293	86	(207)	
Unlimited	205	272	67	2		(2)	
TOTAL ROUNDS	19,785	18,967	(818)	9,728	7,078	(2,650)	

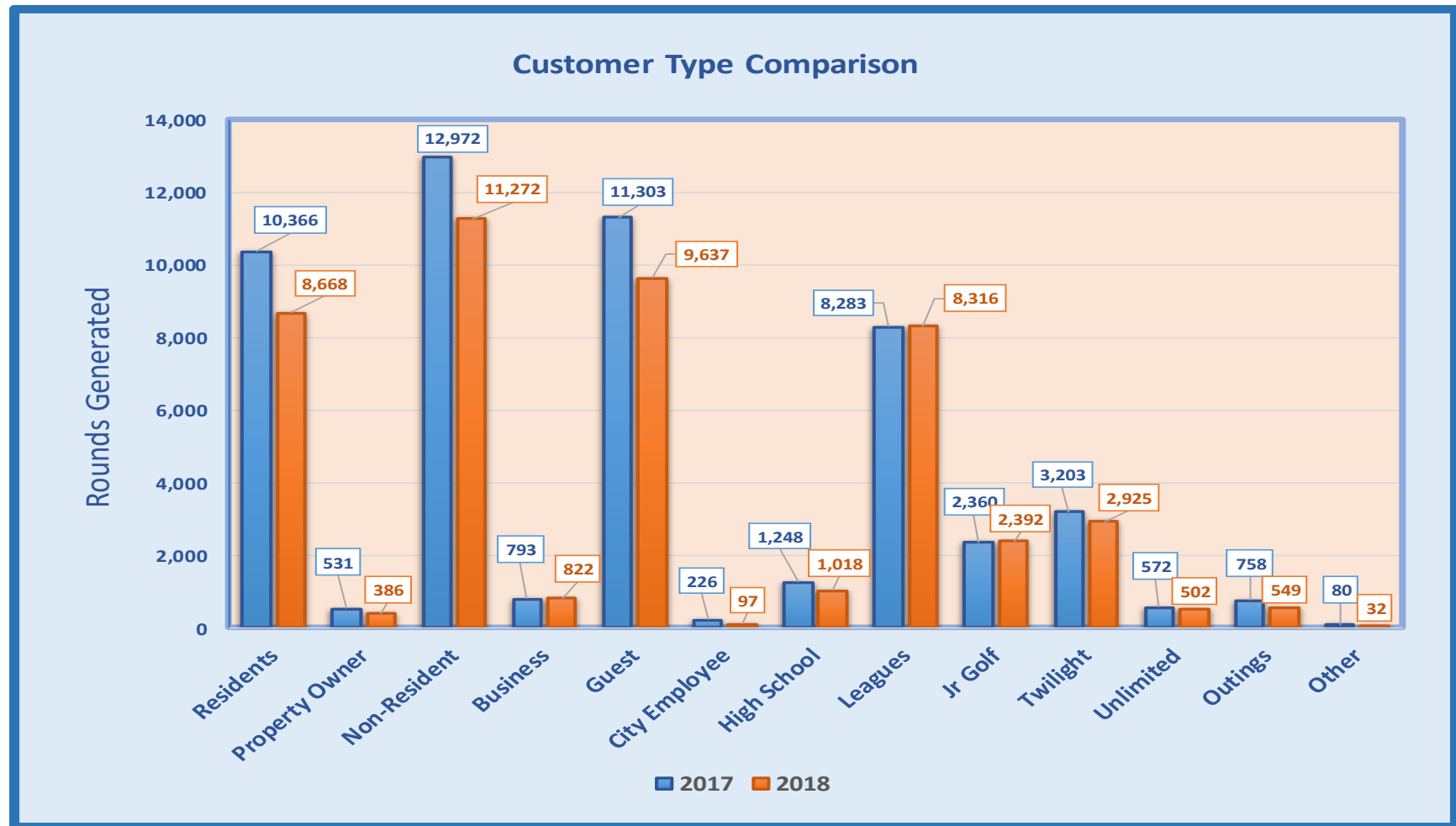
ROUNDS AT SPRINGDALE

We did expect for the rounds to be down this season due to the late opening. Again, our objective is to focus on increasing rounds at both facilities with aggressive marketing programs and to keep a close monitor on play as the season progresses and we hope to have “Mother Nature” on our side this season.

	Weekday				Weekend		
Resident	2017	2018	Difference		2017	2018	Difference
Adult	889	617	(272)		1,299	1,055	(244)
Junior	231	126	(105)		128	96	(32)
Senior	1,752	1,583	(169)		1,010	894	(116)
Property Owner							
Adult	12	11	(1)		26	18	(8)
Junior							
Senior	192	173	(19)		102	63	(39)
Non-Resident							
Adult	378	332	(46)		72	58	(14)
Junior	138	124	(14)		99	84	(15)
Senior	2,963	2,799	(164)		1,849	1,656	(193)
Business							
Adult	75	58	(17)		50	30	(20)
Junior		1	1				
Senior	183	185	2		63	104	41
Guest							
Adult	971	705	(266)		792	585	(207)
Junior	239	166	(73)		176	116	(60)
Senior	2,083	1,871	(212)		1,204	1,125	(79)
City Employee							
Adult	6	1	(5)		2	1	(1)
Junior	4	2	(2)		4	1	(3)
Senior	33	5	(28)		18	11	(7)
High Schools							
Birmingham	624	343	(281)				
Non Birmingham	59	41	(18)				
Other							
Junior Golf							
Leagues	3,346	3,642	296				
Outings	146	104	(42)		173	136	(37)
Promotions	22	17	(5)				
Twilight	1,058	1,068	10		346	334	(12)
Unlimited	337	215	(122)		28	15	(13)
TOTAL ROUNDS	15,741	14,189	(1,552)		7,441	6,382	(1,059)

ROUND ANALYSIS BY CUSTOMER TYPE

Below is the combination of both courses for the past two seasons to show rounds from the respected customer types. The Non-Residents are the number one users of the courses followed by the Guest category and then the Residents come in at third. League participants and our Jr Golf program remain steady and little fluctuation among the other types.



FINANCIALS

It was not one of our better seasons, however we did hold our own with the renovations and reinvesting monies into the courses. The highlighted line below shows our actual operating income where we had an end result of \$160,680, with an overall loss of 6,079 rounds. We feel confident that we will have a successful season in 2019 through our aggressive marketing and promotions. Our focus remains the same, develop new golfers within the community, enhance our Jr Golf program to keep the juniors playing, and take care of our current members so they stay with us throughout the years.

CALENDAR YEAR 7-YEAR ANALYSIS (2012 - 2018)

COMBINED COURSES	2012	2013	2014	2015	2016	2017	2018
REVENUES	1,284,479	1,372,934	1,075,284	1,171,253	1,165,843	1,145,975	1,072,216
IMPRELIS FUNDS		192,046					
G.F. CONTRIBUTION (G.F. CONT.)	210,000	91,600					
NET REVENUES OF G.F. CONT.	1,074,479	1,089,288	1,075,284	1,171,253	1,165,843	1,145,975	1,072,216
EXPENDITURES							
ADMINISTRATIVE	32,860	35,097	37,250	38,423	36,257	35,230	35,278
MAINTENANCE	535,625	445,849	295,154	343,681	335,011	351,526	379,124
CLUBHOUSE	474,536	445,159	429,995	441,111	473,835	494,733	497,135
TOTAL EXPENDITURES	1,043,021	926,105	762,399	823,215	845,103	881,489	911,537
OPERATING INCOME/(LOSS) Before Dep	31,458	163,183	312,885	348,038	320,740	264,486	160,680
DEPRECIATION (DEP.)	115,112	107,404	100,518	110,553	110,014	107,906	111,862
G.F. CONTRIBUTION (G.F. CONT.)	10,000					50,000	100,000
NET SURPLUS/(LOSS)	(93,655)	55,779	212,367	237,485	210,725	106,580	(\$51,182)

CALENDAR YEAR 7-YEAR ANALYSIS (2012 - 2018)
--

LINCOLN HILLS G.C.	2012	2013	2014	2015	2016	2017	2018
REVENUES	773,645	829,695	645,208	717,911	694,533	698,328	677,380
IMPRELIS FUNDS		122,986					
G.F. CONTRIBUTION	210,000	65,670					
NET REVENUES OF G.F. CONT.	563,645	641,039	645,208	717,911	694,533	698,328	677,380
EXPENDITURES	573,685	481,400	408,831	446,476	459,098	475,304	471,306
OPERATING INCOME/(LOSS) Before Dep	(10,040)	159,640	236,377	271,436	235,435	223,024	206,075
DEPRECIATION	53,756	57,893	52,817	60,634	58,207	57,130	56,445
CONTRIBUTION TO G.F.	10,000					50,000	100,000
NET SURPLUS/(LOSS)	(73,796)	101,747	183,560	210,802	177,228	115,895	49,629

SPRINGDALE

Expenses ran higher in the maintenance department due to labor and benefits (\$29,699), dredging of the pond near the inlet for the irrigation system (\$9,000), and Oscar Larson for fuel pump repairs (\$2,012). Springdale remained open only to November 17th due to the cold weather that never left. We anticipate much more success in 2019 and hope to open by April 1st.

CALENDAR YEAR 7-YEAR ANALYSIS (2012 - 2018)

SPRINGDALE G.C.	2012	2013	2014	2015	2016	2017	2018
REVENUES	510,833	543,239	430,076	453,342	471,310	447,647	394,836
IMPRELIS FUNDS		69,060					
G.F. CONTRIBUTION		25,930					
REVENUES NET OF CONTRIBUTIONS	510,833	448,249	430,076	453,342	471,310	447,647	394,836
EXPENDITURES	469,336	444,705	353,568	376,739	386,006	406,184	440,231
OPERATING INCOME/(LOSS) Before Dep	41,498	3,544	76,508	76,603	85,304	41,463	(45,394)
DEPRECIATION	61,357	49,511	47,701	49,919	51,807	50,776	55,417
NET SURPLUS/(LOSS)	(19,859)	(45,968)	28,807	26,683	33,497	(9,314)	(100,811)

Statement of Operations – Calendar Years 2016 – 2018

	2016			2017			2018		
REVENUES:	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL
WEEKDAY GREENS FEES	202,117	184,596	386,714	192,391	172,679	365,069	180,992	159,215	340,207
WEEKEND GREENS FEES	105,267	92,520	197,787	117,206	89,434	206,640	88,557	71,265	159,822
FOOD & BEVERAGE	48,268	34,381	82,650	51,298	34,673	85,971	49,979	34,425	84,404
MERCHANDISE	14,963	7,836	22,798	14,794	8,201	22,995	13,404	8,260	21,664
PULL CART RENTAL	5,118	5,262	10,380	5,215	5,280	10,495	4,694	4,147	8,842
GOLF CART RENTAL	90,863	82,728	173,591	93,172	76,266	169,438	84,175	73,636	157,810
GAM HANDICAP	1,766	641	2,407	1,937	671	2,608	2,408	806	3,214
CLASSES	89,252	140	89,392	87,357	0	87,357	91,287	0	91,287
BUSINESS MEMBERSHIPS	7,660	3,350	11,010	6,600	2,480	9,080	8,960	1,900	10,860
NON-RESIDENT MEMBERSHIPS	96,400	35,850	132,250	106,350	33,255	139,605	114,965	18,260	133,225
UNLIMITED GOLF PASS	3,600	-11	3,589	3,020	1,300	4,320	4,200	0	4,200
PACKAGE CLUB PASSES	0	0	0	334	0	334	0	0	0
TOURNAMENT ENTRY FEES	4,797	5,386	10,183	5,082	4,146	9,228	4,702	2,384	7,086
INTEREST INCOME	17,392	0	17,392	6,222	0	6,222	21,449	0	21,449
LEASE INCOME	6,727	18,600	25,327	6,929	19,200	26,129	7,137	20,580	27,717
CELL TOWER ACCESS FEE	0	0	0	0	0	0	0	0	0
MISCELLANEOUS INCOME	308	0	308	449	62	511	472	91	562
CASH OVERAGE/(SHORTAGE)	35	31	66	-27	1	-26	-1	-132	-133
GENERAL FUND CONTRIBUTION	0	0	0	0	0	0	0	0	0
TOTAL REVENUES	694,533	471,310	1,165,843	698,328	447,647	1,145,975	677,380	394,836	1,072,216

	2016			2017			2018		
EXPENSES:	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL
ADMINISTRATIVE CHARGE	17,425	17,425	34,850	16,905	16,905	33,810	16,964	16,964	33,928
AUDIT	703	704	1,407	710	710	1,420	675	675	1,350
SUB-TOTAL ADMINISTRATIVE	18,128	18,129	36,257	17,615	17,615	35,230	17,639	17,639	35,278

	2016			2017			2018		
MAINTENANCE	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL
SALARIES AND WAGES	73,967	67,031	140,999	68,588	57,198	125,787	70,046	75,012	145,058
OVERTIME PAY	0	159	159	3,581	409	3,990	81	1,114	1,195
LONGEVITY	24	24	48	24	24	48	28	28	57
FICA	5,613	5,096	10,709	5,530	4,360	9,891	4,826	5,286	10,112
HOSPITALIZATION	4,665	4,640	9,304	5,739	5,286	11,025	8,202	8,152	16,354
LIFE	181	180	361	186	183	369	180	180	360
RETIREE HEALTH CARE	1,622	1,577	3,200	2,345	2,347	4,692	5,957	5,981	11,938
DENTAL/OPTICAL	653	650	1,302	669	657	1,326	667	665	1,331
DISABILITY INSURANCE	281	280	561	294	289	583	292	292	584
WORKER'S COMPENSATION	726	656	1,383	674	547	1,222	580	632	1,212
SICK TIME PAY OUT	0	0	0	0	0	0	0	0	0
RETIREMENT CONTRIBUTION	1,519	1,419	2,938	2,774	2,846	5,620	6,453	6,474	12,927
HRA BENEFIT	10	10	20	10	10	20	10	10	20
HSA CONTRIBUTION/ RETIRE EMPR	3,635	3,626	7,261	3,851	3,780	7,631	3,822	3,810	7,632
OPERATING SUPPLIES	36,437	33,790	70,227	52,470	39,891	92,361	33,313	37,874	71,187
OTHER CONTRACTUAL SERVICE	5,226	5,134	10,360	3,939	5,730	9,670	4,882	17,944	22,826
TELEPHONE	0	0	0	0	0	0	0	0	0
ELECTRICITY	10,578	3,226	13,804	10,437	3,199	13,636	10,096	4,006	14,102
GAS	1,211	1,327	2,538	1,046	1,457	2,503	1,015	1,052	2,067
WATER	203	0	203	330	0	330	365	0	365
TRAINING	188	241	428	422	357	779	565	682	1,247
PRINTING & PUBLISHING	0	47	47	0	0	0	0	0	0
EQUIPMENT RENTAL	29,999	29,160	59,159	29,999	30,042	60,041	29,049	29,500	58,549
BUILDINGS	0	0	0	0	0	0	0	0	0
MACHINERY & EQUIPMENT	0	0	0	0	0	0	0	0	0
PUBLIC IMPROVEMENTS	0	5,990	5,990	0	0	0	0	140,886	140,886
CONTRIBUTED EXP - CAP OUTLAY	0	(5,990)	(5,990)	0	0	0	0	(140,886)	(140,886)
SUB-TOTAL MAINTENANCE	176,738	158,274	335,011	192,911	158,615	351,526	180,431	198,693	379,124

	2016			2017			2018		
CLUBHOUSE:	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL
SALARIES AND WAGES	116,926	83,832	200,758	120,901	96,068	216,969	114,727	89,336	204,063
OVERTIME	3,828	704	4,531	420	577	996	629	573	1,202
LONGEVITY	35	35	70	35	35	70	41	41	83
FICA	9,221	6,450	15,671	9,230	7,344	16,573	8,995	6,360	15,355
HOSPITALIZATION	12,243	12,603	24,846	15,637	18,150	33,787	13,373	13,324	26,698
LIFE	21	21	42	24	21	45	22	21	43
RETIREE HEALTH CARE	1,870	1,847	3,717	2,418	2,404	4,822	6,095	6,124	12,220
DENTAL/OPTICAL	55	53	108	747	735	1,482	804	803	1,607
DISABILITY	23	22	45	328	323	651	355	353	707
WORKER'S COMPENSATION	1,180	829	2,010	1,154	909	2,063	1,011	768	1,779
SICK TIME PAYOUT	0	0	0	0	0	0	0	0	0
RETIREMENT CONTRIBUTION	1,758	1,637	3,394	3,174	3,162	6,336	7,122	7,154	14,276
HRA BENEFIT	20	20	40	20	20	40	20	20	40
HSA CONTRIBUTION/ RETIRE EMPR	7,852	7,851	15,703	4,255	4,196	8,451	4,291	4,252	8,543
OPERATING SUPPLIES	14,610	13,056	27,665	16,673	13,598	30,271	15,381	11,872	27,253
CONCESSIONS	0	0	0	0	0	0	0	0	0
FOOD & BEVERAGE	15,230	12,256	27,486	16,028	11,948	27,976	17,364	10,844	28,208
BEER & WINE PURCHASES	6,338	7,259	13,596	6,274	7,582	13,856	6,640	6,207	12,847
INSTRUCTORS	0	0	0	0	0	0	0	0	0
OTHER CONTRACTUAL SERVICES	18,482	10,372	28,854	13,804	11,629	25,432	14,976	10,075	25,052
TELEPHONE	1,168	1,146	2,314	1,136	1,239	2,376	1,680	1,721	3,401
MERCHANDISE	14,119	7,777	21,895	7,649	5,311	12,960	11,297	6,041	17,338
CONTRACTUAL ALARM	1,743	946	2,688	3,128	946	4,073	1,772	965	2,737
ELECTRICITY	0	5,081	5,081	0	4,519	4,519	0	3,527	3,527
GAS	299	1,314	1,613	245	1,614	1,859	279	1,279	1,558
WATER	1,933	2,322	4,256	1,925	1,700	3,624	3,783	1,806	5,589
LIQOUR LICENSE	1,253	1,253	2,505	1,253	1,253	2,505	1,253	1,253	2,505
PRINTING & PUBLISHING	1,390	1,315	2,705	2,452	1,469	3,921	3,690	2,105	5,795
MARKETING & ADVERTISING	176	176	351	5,647	1,864	7,512	3,018	3,125	6,143
MISCELLANEOUS	0	0	0	0	0	0	0	0	0
DEPRECIATION	58,207	51,807	110,014	57,130	50,776	107,906	56,445	55,417	111,862
EQUIPMENT RENTAL	17,855	14,821	32,676	15,923	17,044	32,967	18,244	17,569	35,813
TRAINING	699	699	1,399	135	135	270	2,403	2,403	4,806
LIABILITY INSURANCE	13,909	13,909	27,817	14,162	14,162	28,324	13,970	13,970	27,939
CONTRIBUTED EXP. - CAP. OUTLAY	(8,201)	0	(8,201)	0	0	0	(4,388)	0	(4,388)
MACHINARY & EQUIPMENT	2,106	0	2,106	0	0	0	0	9	9
FURNITURE	0	0	0	0	0	0	0	0	0
BUILDINGS	0	0	0	0	0	0	0	0	0
PUBLIC IMPROVEMENTS	6,095	0	6,095	0	0	0	4,388	0	4,388
CONTRIBUTION TO GENERAL FUND	0	0	0	50,000	0	50,000	100,000	0	100,000
SUB-TOTAL CLUBHOUSE	322,439	261,410	583,850	371,907	280,731	652,639	429,681	279,315	708,996
TOTAL OPERATING EXPENSE	517,305	437,813	955,118	582,433	456,962	1,039,395	627,751	495,647	1,123,398
TOTAL REVENUES	694,533	471,310	1,165,843	698,328	447,647	1,145,975	677,380	394,836	1,072,216
OPERATING INCOME (LOSS)	177,228	33,497	210,725	115,895	(9,314)	106,580	49,629	(100,811)	(51,182)

2019 PROSPECTUS

The objective in 2019 is simple, to increase rounds and activity. The Membership Drive will begin as we send special invitations to our Residents and surrounding neighbors. Below are the two mailing campaigns that will begin in early March and will run through April.

🚩 “We Miss You” Invitation

A letter will be sent out to former Resident members that did not join this past season. This letter is focused to inform them of the completed capital improvements, a Calendar of Upcoming Events, and an invite to come back to play and enjoy lunch at a reduced fee.

🚩 “Just A Drive Away” Postcard Direct Mailer

A special invitation will be sent out to residents that reside in Bloomfield Hills, Bloomfield Hills Township, Troy, Royal Oak, Beverly Hills, Berkley and Farmington. This program gives us an opportunity to showcase the courses and for them to enjoy lunch at a reduced fee. If they decide to join by the end of April, they will receive a \$25 discount off their choice of membership.

The next sequence will be to “hit the pavement” and visit local businesses, schools, hotels and the medical industry. I will attend networking events with the Birmingham Bloomfield Chamber of Commerce and will advertise on a monthly basis with their Eblast to the chamber members. The objective is to raise awareness of the two beautiful golf courses that are located in their backyards. It is imperative that we have programs and events to offer to all ages and abilities.

🚩 Get Golf Ready (GGR)

This has been a very successful program to introduce golf to those who never played or for those that are returning to the game from a long hiatus. It is a fun and relaxed setting and covers all aspects of the game, including time on the course to learn proper etiquette and pace of play.

🚩 GGR Beginner’s League (New)

Getting new players to the course is only the first step. Turning one-time visitors into committed customers requires us to develop pathways that meets their challenging needs and there is no better way than to have them commit to playing on a weekly basis.

🚩 Women’s Golf Day (WGD) – June 4th (New Event)

One Day – Women Golfing – Around the World. WGD is a four-hour experience happening globally where women and girls can experience golf for the first time or where current players can play and engage with women interested in golf.

🚩 **#inviteHER Event – May 11th (New Event)**

This is a new program initiated by the LPGA last fall and it is another pathway for women to enter the game by simply inviting them to come out and play. We will be a Host Site for a fun filled golf clinic and will be adding a local tournament that will be open to all local women and girls.

#inviteHER

READY, SET...GOLF!

Is there a woman you know who would like to learn golf?

Invite her to join you for a relaxed, golf event that will help acclimate her to the course.

*Guests are not required to have clubs or prior experience.

EVENT DETAILS

Business Golf Events

Company events are much more than just a chance for employees to gather. These events validate your employees, promote creativity, boost company morale, and creates a better, more focused team. This will be much focus on hosting more of these smaller and intimate events to add to our bottom line.



Lincoln Hills GC

Now Booking

• Employee Appreciation •

GOLF Outing

Let Us Host Your Next Event

Team Building

- What a Great Way to Thank Your Employees!
- They Will be Talking About It for Days
- Packages Customized to Your Needs



Call Us Today (248) 530-1670

www.golfbirmingham.com

We also understand the importance of retaining our current members, and we appreciate their continued support. Below are the special promotions that are enjoyed by our members with a couple of new additions.

🚩 **Loyalty Program**

After purchase of ten green fees, they receive a complimentary green fee. This program begins in May and runs through the month of September.

🚩 **Golf Association of Michigan (GAM Card)**

By presenting their current GAM card upon registering for golf, they will receive a 10% discount off of their green fees.

🚩 **“Bring a Buddy” Days (New Promotion)**

We will E-blast this promotion to our members for them to bring a guest to enjoy golf and lunch at the Club for a discounted fee. This special will be sent out to the membership multiple times throughout the season, especially to increase weekend play and other slow periods.

🚩 **New Club Events**

Each season we evaluate our tournament schedule and try to add something new that will entice member participation. Requests came in from our “end of season” survey for a monthly Scramble so new members can meet existing members. We are also excited to host our first Murder Mystery Golf Tournament and a Singles Mixer.

In conclusion, we have a busy schedule upon us and we look forward each season to serve our Residents and surrounding communities to create “Raving Fans.” One of our biggest objectives is to keep introducing this wonderful game of a lifetime to our Juniors with such a captive audience from our extensive Jr Golf Program. We will focus on having a stellar

year with a lot of fond memories along the way.



2019 Tournament Schedule

MAY

Cinco De Mayo Scramble

Fun themed tournament with Mexican food stations, contests and prizes.

Sunday – May 5th

3pm – 7pm

Nite Golf

Join us and play golf under the moon. We begin with a Taco Bar with cold beverages, and when the sun has set, we send them out for a night full of adventure.

Friday – May 10th

7pm – 12am

Mother's Day "Closest to the Pin"

This is a contest for all of our ladies that play at either course and the winner will receive a special prize.

Sunday – May 12th

7am – 6pm

Nine Dine Laugh

Back by popular demand! We have a fun golf tournament with a shotgun start at 5:30pm, followed by a buffet dinner and then a fun interactive two-hour comedy show.

Saturday – May 17th

5pm – 10pm

Memorial Day "Closest to the Pin"

This is a contest for all our members that play at either course and the winner will receive a special prize.

Monday – May 27th

7am – 6pm

JUNE

Women's Golf Day

This is a global day for women's golf and we are excited to host our 1st Annual event. It will consist of a short game clinic, 9-holes of golf, followed by an awards luncheon

Tuesday – June 4th

10am – 2pm

Senior Mixer Scramble

This is one of our new events for our members to mingle with others, followed by lunch and prizes.

Thursday – June 13th

10am – 2pm

Father's Day "Closest to the Pin "

This is a contest for all the men that play at either course and the winner will receive a special prize.

Sunday – June 16th

7am – 6pm

Nite Golf

Join us and play golf under the moon. We begin with a Taco Bar with cold beverages, and when the sun has set, we send them out for a night full of adventure.

Friday – June 21st

7:30pm – 12:30am

Parent Child Scramble

This has been successful with the parent and child playing a two-person scramble, with a BBQ to follow.

Sunday – June 30th

4pm – 7pm

JULY

Fourth of July "Closest to the Pin "

This is a contest for all the members that play at either course and the winner will receive a special prize.

Thursday – July 4th

7am – 6pm

Parent Child Alternate Shot

This format is quite fun and keeps everyone in the game. The 2-person team will alternate shots on each hole and it's fun to hear from stories when they come in for dinner.

Sunday – July 13th

4pm – 7pm

Murder Mystery Dinner

Our members will need to put on the Detective Hat for this evening. They will go out and play 9 holes, followed by a buffet dinner and then they will have to figure out "Who Done It."

Saturday – July 27th

5pm – 10pm

AUGUST

Club Championship

We are proud to host our annual 2-Day Championship to determine our Ladies and Men's Club Champions and Senior Champions. The field will play 18-holes at Springdale on the first day of play followed by another 18-holes at Lincoln Hills on the second day of play. The winners will advance to represent our courses in the GAM Tournament of Champions in the fall as our guests.

Saturday & Sunday – Aug 4th & 5th

7am – 6pm

Junior Club Championship

This tournament is well received by all of our juniors and it gives them an opportunity to put their skills and talents to the test. We offer many divisions for all levels and an awards luncheon to follow with a lot of trophies.

Thursday – Aug 15th

7am – 12pm

SEPTEMBER

Nine Dine Sing

Play Nine with a Buffet Dinner than sit back and be entertained by the Dueling Pianos. This is a high energy, interactive rock n' roll, comedy show that can be fun by all ages.

Saturday – Sept 21st

5pm – 10pm

OCTOBER

Halloween Nite Golf

Join us for our last event for the season. This event will have a special prize for best costume, voted by all participants that evening.

Friday – Oct 18th

5:30pm – 10:30pm

NOVEMBER

6TH Annual Turkey Shoot

Join us for our last event for the season. We begin with a Taco Bar with cold beverages, and when the sun has set, we send them out for a night full of adventure.

Saturday – Nov 2nd

5:30pm – 10:30pm



THINK SPRING!



COUNTY MICHIGAN

BOARD OF COMMISSIONERS

DAVID T. WOODWARD, CHAIRMAN

March 6, 2019

City Clerk
City of Birmingham
151 Martin St. POB 3001
Birmingham, MI 48009

RE: Tax Increment Financing Policy

Dear Clerk:

This communication is being sent to all Oakland County city, village, and township clerks to advise you of Oakland County's policy and notice requirements relating to Downtown Development Authorities (DDA's), Local Development Financing Authorities (LDFA's), and Corridor Improvement Authorities (CIA's), as authorized by 1975 PA 197, 1986 PA 281, and 2005 PA 280, respectively. If you are not the appropriate person in your community to receive this information, please forward this letter and accompanying documents to the responsible person.

As you are aware, one of the purposes for creating a DDA, LDFA, or CIA is to permit a municipality to finance public improvements for supporting economic development in a designated area by capturing the property taxes levied on any increase in property values within the area; this is commonly referred to as tax increment financing ("TIF"). The DDA, LDFA, and CIA Acts include provisions to allow the governing body of a taxing jurisdiction whose taxes would otherwise be subject to capture to exempt its taxes from capture by adopting a resolution to that effect. These Acts also provide that DDA's, LDFA's, and CIA's may enter into agreements with taxing jurisdictions and the municipality establishing the authority to share a portion of the captured assessed value of the district. Oakland County has agreements with several of our cities, villages, and townships pursuant to these statutory provisions.

To facilitate informed decisions as to whether Oakland County will exempt its taxes from capture (i.e., opt out of a district), or negotiate agreements to share a portion of captured tax increment revenue, our Board of Commissioners established a TIF Review Committee in 1999 comprised of several County officials and elected officers. Since its 1999 formation, our TIF Review Committee has developed policies and performance standards to help determine the County's participation in DDA's, LDFA's, and CIA's. Previously, the County had separate policies outlining the factors to consider in reviewing requests to participate in DDA's, LDFA's, and CIA's. Recently, the Board of Commissioners consolidated and updated the policies and procedures into one comprehensive policy. A copy of this policy is attached for your information.

Upon receipt of a municipality's notice of a proposed creation of a new or expanded DDA or LDFA or use of TIF by a CIA, our TIF Review Committee is required to convene within sixty

days of the date of the public hearing to carry out its responsibilities as set forth by our Board of Commissioners.

In addition to providing you with a copy of our policy, we also want you to be aware of the notice requirements. The DDA, LDFA and CIA statutes provide that the notice of a public hearing be sent to the legislative body of the taxing jurisdiction subject to capture. Thus, the notice of the creation or expansion of a DDA or LDFA and the use of TIF by a CIA must be sent to the Oakland County Board of Commissioners. The County requests copies of the notice are sent to the following persons and addresses within Oakland County:

- (1) David T. Woodward, Chairperson
Oakland County Board of Commissioners
1200 North Telegraph Road
Pontiac, MI 48341
- (2) Andrew Meisner, Treasurer
Oakland County Treasurer's Office
1200 North Telegraph Road
Pontiac, MI 48341
- (3) Michael McCready, Acting Director
Economic Development and Community Affairs
2100 Pontiac Lake Road
Waterford, MI 48328

If your community is considering the use or expansion of TIF, I strongly encourage you to contact our Economic Development Department as soon as possible. Please be advised that the County requires a minimum of six (6) months to review requests for participating in TIF Plans. It has been the practice of the County, and it is now a requirement of the policy, for the County to opt out of all TIF Plans, prior to the end of the sixty day opt-out period. If the County determines it is in its best interests to execute a contract for its participation in a TIF Plan, it may enter into a contract prior to the end of the statutory opt out period. The County may also elect to opt in to participate in a TIF plan at a later date.

If you have questions concerning the information in this letter and the attached policy, please direct them to the Department of Economic Development and Community Affairs at 248-858-0764.

Very truly yours,



David T. Woodward, Chairman
Oakland County Board of Commissioners

Enclosure

cc: Ad Hoc Review Committee

**POLICY FOR REVIEW AND POTENTIAL PARTICIPATION
IN DOWNTOWN DEVELOPMENT AUTHORITIES,
CORRIDOR IMPROVEMENT AUTHORITIES,
AND LOCAL DEVELOPMENT FINANCING AUTHORITIES
AND LIMITATION ON TAX CAPTURE BY ALL TIF AUTHORITIES**

I. PURPOSE

The Purpose of this Policy is to consolidate and update the numerous Resolutions that have established procedures for the County to evaluate whether or not to exempt its property taxes from capture by Downtown Development Authorities (DDAs), Corridor Improvement Authorities (CIAs) or Local Development Financing Authorities (LDFAs) utilizing Tax Increment Financing (TIF) Plans for improving economic conditions in Oakland County. This Policy replaces and supersedes all prior Resolutions concerning the review of plans to capture County taxes by one of three types of Authorities. The standards set forth in this Policy are intended to be used as a guide and should not be interpreted as a guarantee that the County will or will not opt out of a tax capture. Other factors such as economic conditions and budget priorities not enumerated herein, may impact the County's decision. The County may determine to "opt out" or may negotiate a contractual arrangement with an Authority and a municipality to govern the time, projects and amount of County tax revenue that may be captured. This Policy provides an annual percentage limit on the County's participation in TIF captures by TIF Authorities.

II. BACKGROUND

There are several different state statutes in effect to encourage local development and improved economic conditions. The DDA, LDFA and CIA laws permit municipalities to form an Authority, which is a legal entity able to utilize TIF to improve a defined area or District. Before an Authority can implement a TIF Plan to capture or increase the amount of County taxes received by the Authority, they must hold a public hearing. The County has the right to exempt its taxes from capture by an Authority if it adopts a Resolution within 60 days after the public hearing is held. If the County does not opt out of the tax capture or does not have a contract governing the terms of the capture within 60 days after the public hearing, its incremental tax revenues will automatically be captured by the Authority. Prior to 1994, state law did not give the County the ability to opt out of DDAs. Consequently, several DDAs formed before 1994 continue to capture County tax revenue without the County's ability to set a date for the capture to terminate. The Board of Commissioners formed a TIF Ad Hoc Review Committee in 1999 to ensure the County decided during the 60-day time frame as to whether to opt out of having its taxes captured by an Authority. The three different laws covered by this Policy address different economic development needs and have slightly different legal requirements. This Policy contains criteria for reviewing proposals to capture the County's tax revenue by DDAs, CIAs and LDFAs as well as terms to be included in a contract if the County wishes to permit the collection of its taxes by an Authority. There are other TIF Authorities such as Brownfield Redevelopment Authorities (BRAs) and Tax Increment Financing Authorities (TIFAs) that capture County tax revenues without being required to obtain County permission before the capture. Despite being unable to opt out of all TIF Authorities, the County will take into consideration the total tax revenue captured by all TIF Authorities when it considers whether to participate in a DDA, CIA or LDFA TIF Plan. Except where specifically noted, this Policy does not apply to BRAs and TIFAs.

III. DEFINITIONS

Applicant means an Authority and a municipality requesting the County's incremental tax revenues for a District.

Authority(ies) means a legal entity created by a municipality under the DDA, CIA or LDFA statutes to improve the economic conditions within a District.

Brownfield Redevelopment Authority (BRA) is a TIF Authority created under Act 381 of 1996, MCL 125.2651 et. seq., to promote the reuse and redevelopment of certain properties.

Corridor Improvement Authority (CIA) is an Authority created under Act 280 of 2005, MCL 125.2871 et. seq., to prevent deterioration, promotes economic growth and encourages historic preservation in a business District. The District must meet the statutory criteria which includes being adjacent to or within 500 feet of a road classified as an arterial or collector by the federal highway administration.

County means Oakland County, a Michigan Constitutional and municipal corporation.

District means the area which an Authority is authorized to collect TIF from participating municipalities to improve economic conditions pursuant to the requirements under the DDA, CIA or LDFA laws.

Downtown Development Authority (DDA) is an Authority created under Act 197 of 1975, MCL 125.1651 et. seq., to correct and eliminate property value deterioration, promotes economic growth and to encourage historic preservation in a District in the downtown of a municipality that is zoned and used principally for business.

Local Development Financing Authority (LDFA) is an Authority, created under Act 281 of 1986, MCL 125.2151 et. seq., to prevent conditions of unemployment and promotes economic growth within the boundaries of a District. The County may not exempt its taxes for capture by a LDFA if the taxes are to be used for a certified technology park or certified alternative energy park. MCL 125.2154(3). An LDFA differs from a DDA or CIA as use of its tax capture is limited to structures, buildings, land improvements and other real property and equipment located within the District whose primary use is either manufacturing, high technology, certain agricultural processing or energy production.

Tax Increment Financing (TIF) is often referred to as tax capture. The Authority captures the property taxes on the increase in value (tax increment) from the initial or base year. Thus, if the base value is \$1,000,000 and the second year the value is \$1,250,000 the Authority gets to capture the taxes due on the \$250,000 increase in value.

Tax Increment Financing Authority (TIFA) is an authority created under Act 450 of 1980, MCL 125.1801 et. seq., to encourage economic development and historic preservation.

TIF Authorities means all authorities authorized to utilize TIF. This includes DDAs, CIAs, LDFAs BRAs, TIFAs and other similar authorities such as Water Resource Improvement Authorities, Historic Neighborhood Finance Authorities, etc.

TIF Review Committee means the TIF Ad Hoc Review Committee which reports to the Finance Committee of the Board of Commissioners, and operates in accordance with the Board of Commissioner's Rules and state law. This Committee only reviews plans and proposals for DDAs, CIAs and LDFAs as provided by law.

IV. TIF REVIEW COMMITTEE

A TIF Review Committee was established by the Board of Commissioners to review the creation of Authorities utilizing TIF, the expansion of TIF Districts or the use of TIF by Authorities that were previously established.

The TIF Review Committee is comprised of nine members. The non-Board of Commissioners members are one representative from: the County Treasurer, the Equalization Division, the Economic Development and Community Affairs Department, and Corporation Counsel. Each department must provide a letter to the Board of Commissioners at the beginning of each two-year term identifying its representative and alternate to the Committee. The following Commissioners are also members of the TIF Review Committee: the Finance Committee Chairperson, the Finance Committee Majority Vice Chairperson, the Finance Committee Minority Vice Chairperson, the Economic Growth and Infrastructure Committee Chairperson or designee and one additional Commissioner appointed by the Chairperson of the Board of Commissioners. The County Commissioner(s) representing the Applicant community shall be invited to participate in discussions of the TIF Review Committee in a non-voting capacity.

At the start of each two-year term of the Board of Commissioners, the Chairperson of the Board shall send a letter to each local unit of government in the County requesting that all notices announcing the date of the public hearing to consider the use of TIF by an Authority, or expansion of a District utilizing TIF, be sent to the attention of the Board Chair as head of the legislative body. The letter shall also request that courtesy notice copies be sent to the County Treasurer and the Director of Economic Development & Community Affairs. The letter shall contain a copy of this Policy and any amendments to this Policy.

The Chairperson of the TIF Review Committee shall send a copy of each notice received by the Board of Commissioners, announcing the date of a public hearing to consider the use of TIF by an Authority, to the members of the TIF Review Committee.

V. PROCEDURE FOR BRINGING REQUESTS TO THE TIF REVIEW COMMITTEE

The County encourages Applicants to meet with the County in advance of initiating or amending TIF Plans. Applicants considering the use of TIF should contact the County Economic Development and Community Affairs Department and the Equalization Division of the Department of Management and Budget prior to requesting a meeting with the TIF Review Committee. An Applicant is encouraged to present its plans to the TIF Review Committee prior to the date of its public hearing to establish an Authority with TIF, expand a District or begin utilizing TIF. The County Executive's Budget Task Force (BTF) must have an opportunity to review and make a recommendation on the appropriate amount, if any, for the County to consider contributing to an Authority with a TIF Plan, prior to a recommendation by the TIF Review Committee to enter negotiations with an Applicant.

The TIF Review Committee shall scrutinize a new TIF Plan from an Applicant that has a District created prior to 1994 capturing County taxes. An Applicant with a pre-1994 District shall be asked by the TIF Review Committee to enter negotiations with the County to establish an end date for the capture of County taxes. This includes authority districts created under the Tax Increment Finance Authority Act, Public Act 450 of 1980, as amended, MCL 125.1801 et. seq. It shall be at the discretion of the County to determine if it is in its best interests to reach an agreement to participate in a new TIF Plan. It shall be at the discretion of the Applicant to determine if it is in its best interest to reach an agreement to end the capture of County taxes by a pre-existing Authority.

VI. OPT-OUT AND POTENTIAL NEGOTIATIONS

Unless an executed contract between the County and an Applicant is in place prior to the end of the 60-day opt-out period after the Applicant's public hearing, the Board of Commissioners shall pass a Resolution to opt out of each potential capture of its taxes by an Authority within the 60-day opt-out period.

After a review and recommendation by the County Executive's Budget Task Force, the TIF Review Committee shall evaluate each proposed TIF Plan to determine if the County should enter negotiations to attempt to establish a contract permitting the capture of the County's taxes. If the County determines an Applicant's TIF proposal is in the best interests of the County to contribute to and its proposal is consistent with the County's fiscal considerations, the TIF Review Committee may recommend that Corporation Counsel negotiate terms for a contract with an Applicant. If the proposed contract is acceptable to the TIF Review Committee, the Committee may recommend its approval and that any prior opt-out be rescinded by the Board of Commissioners.

VII. LIMITATION OF COUNTY FUNDS FOR CAPTURE

Oakland County shall limit the capture of its incremental property taxes for use by TIF Authorities to an annual amount not to exceed five percent (5%) of the total County operating levy (i.e. total taxable value for all County communities multiplied by the County millage rate, multiplied by 5%.) Preference on granting approval to capture the County's incremental tax revenue shall be given to Applicants that do not have any pre-existing Districts.

When considering Applicants that have pre-existing Districts, preference will be given to Applicants that are capturing less than five percent (5%) of the amount of County operating levy assessed within their municipality. (i.e. total taxable value for municipality multiplied by the County millage rate, multiplied by 5%)

For each individual TIF District, the tax increment revenue attributable to the County cannot constitute a greater proportion of the overall tax capture by the Authority than the proportion of capture that is attributable to the city, village or township which established the TIF District.

The County will not contribute more than fifty percent (50%) of the total amount of County ad valorem tax revenue available for capture by an Authority unless the amount contributed by the city, village or township in which the TIF District is located contributes at least three times the amount of incremental tax revenue than what is proposed for the County to contribute. In those instances, where a city or township is contributing an amount three times that of the County, the limitation on capture of County revenue may be increased by agreement to an amount not to exceed 75% of the total amount of County ad valorem tax revenue then available.

The Economic Development and Community Affairs Department (EDCA) must annually provide the BTF and the TIF Review Committee with the amount of the total capture of County taxes by all TIF Authorities. EDCA must apprise the BTF of proposed TIF Plans by a BRA established by the County, prior to the time the plans will be voted on by the BRA to understand the potential impact on the overall amount of County taxes subject to capture.

As provided by law, Authorities may not include in the capture any local taxes attributable to the zoological authorities act, the art institute authorities act or other local taxes specifically excluded by law.

VIII. REQUIREMENTS FOR ALL TIF PLANS

1. The TIF Plan shall include all property classes (real and personal property) in the total capture, unless otherwise provided by law.
2. The Applicant must provide financial projections that demonstrate a positive return on investment of County incremental taxes proposed for capture as well as an improvement of employment and the taxable value of the District. The projections shall attempt to include details on the projected number and types of new and retained jobs and a projection of tax base growth for the entire capture period. The TIF Review Committee may request the County's Equalization Division to conduct a review of the Applicant's projections.
3. The Applicant must disclose any agreements, proposed agreements, or opt-outs by other taxing entities and any voted millages that would impact the amount of lawfully captured tax revenue.
4. The Applicant must disclose the dollar amount of capture by all TIF Authorities in its jurisdiction.
5. The Applicant must explain its plan to inform investors and businesses in the District about the services available from the Oakland County Economic Development Community Affairs Department including the One Stop Shop Business Center and the Oakland County Economic Development Corporation and the Oakland County Business Finance Corporation.
6. The city, village or township which created the Authority must adopt/amend its community master plan to accurately incorporate the TIF Plan.
7. The Authority utilizes all (100%) of the TIF revenue for redevelopment efforts, i.e., those activities specifically authorized within the applicable act, including operating expenses of the Authority.
8. The proposed plan must meet most of the standards provided in this Policy.

IX. GUIDELINES FOR REVIEWING DDA PROPOSALS

The following performance standards are established as guidelines for evaluating (1) a new DDA with TIF requests, and/or (2) requests for expansion of area boundaries by an existing DDA with TIF.

1. Meets the requirements of Public Act 197 of 1975, as amended.
2. Demonstrates declining property values exist in the District which is caused by factors such as blight, reduced building occupancy or below market rent values.
3. Supplements TIF revenue with a DDA millage (up to 2 mills), special assessment and/or designated budget contributions from the municipality it is in, to demonstrate local commitment and funding for the DDA program.
4. Demonstrates that most land within the District is used by a traditional, commercial business District (including uses such as commercial, retail, office, public/civic, multi-family and mixed-use with upper floor housing) and may have buildings of historic importance.
5. Establishes that the amount of land area devoted solely for single family residential use within the District is limited.
6. Demonstrates that any single family residential development (planned or existing) within the District must support, contribute to and compliment the business District.
7. The Authority has adopted/amended a management plan based upon the "Main Street 4-Point Approach" of Organization, Promotion, Design and Economic Restructuring.

X. GUIDELINES FOR REVIEWING CIA PROPOSALS

The following performance standards are established as guidelines for evaluating CIA requests for participation in a TIF Plan.

1. Meets all applicable criteria in Public Act 280 of 2005, as amended.
2. Demonstrates to the TIF Review Committee how it complies with the seven development area criteria specified in PA 280.

3. Facilitates the redevelopment and/or revitalization of an existing developed area as opposed to developing a greenfield area or relatively undeveloped areas.
4. Establishes that single family residential use does not comprise more than 10% of the existing and/or planned land use of the Authority District.
5. Demonstrates that high density residential use does not comprise more than 30% of the existing and/or planned land use of the Authority District.
6. If feasible, explains how one or more of the "Emerging Sectors" identified by Oakland County on its website www.advantageoakland.com as an economic growth industry, will benefit from this request.

XI. GUIDELINES FOR REVIEWING LDFA PROPOSALS

The following performance standards are established as guidelines for evaluating (1) a new LDFA with TIF requests, and/or (2) requests for expansion of area boundaries by an existing LDFA with TIF:

1. Meets all applicable criteria in Public Act 281 of 1986, as amended, including the development plan requirements.
2. Has a business retention plan to support businesses in the District.

XII. CONTRACTS WITH AN AUTHORITY AND MUNICIPALITY

If the Board of Commissioners approves contract negotiations with an Applicant, all contracts between the County and Applicant must contain the following:

1. A set dollar amount captured and a set number of years after which the contract automatically terminates, whichever event occurs first.
2. The contract may not extend beyond 25 years.
3. A requirement for the Authority to submit the following financial information:
 - a. Within three (3) months after the end of the Authority's fiscal year, copies of the annual financial report shall be sent to the Oakland County Treasurer, the Economic Development and Community Affairs Department and the Board of Commissioners. The report shall include:
 - i. The amount of taxes captured by the Authority
 - ii. The amount spent on each project in the TIF Plan.
 - iii. The amount of private sector investment received.
 - iv. The number of buildings rehabilitated the square footage per building rehabilitated and the amount spent per building.
 - v. The amount of new construction including the dollar amount spent and the square footage added.
 - vi. The number of new businesses locating in the District.
 - vii. The number of new jobs created, and
 - viii. The increase/decrease in the taxable value.
 - b. Any financial information that the County is required to report in its financial statements or to the Michigan Department of Treasury.
4. A requirement that Applicants must appear before the TIF Review Committee within the first five (5) years of the Contract execution date, and each five (5) years thereafter, to present the District's current return on investment and discuss the financial information required in 3a and 3b above.
5. A list of all projects the County agrees to for the use of its captured taxes. The list of projects must include the construction or improvement to a physical asset such as the construction of a building or improvements to a roadway. A requirement that if any of the physical assets are not constructed

or improved by the date indicated in the TIF Plan, the amount of County's taxes captured by the Authority for the construction or improvement of the asset(s) must be refunded to the County with interest at the prime rate plus one percent.

6. A prohibition against using County taxes to bury utility lines, for land acquisition, municipal facilities used to house the Applicant's departments or operations, or for event and marketing materials not directly related to the implementation of projects approved within the TIF plan.
7. A prohibition against using County taxes to accumulate funding to attract a developer to invest in the District.
8. A prohibition against elected or appointed officials of the Applicant or their immediate family members engaging in a business transaction, relating to property in the District, which he or she may profit from because of his or her official position or authority or benefit from confidential information which he or she has obtained because of such position or authority. This provision does not prohibit members of the governing body of the Authority from having an ownership or business interest in the District. Any plans by the Authority to purchase property in the District from elected or appointed officials of the municipality, or their immediate family members, shall be disclosed in writing to the County.
9. A requirement to appear before the TIF Review Committee to discuss any TIF Authorities created or expanded after the date of the agreement as well as a right to terminate should the capture by those TIF Authorities exceed the County cap in Section VII.

XIII. PRECEDENCE OF STATE LAW AND POLICY

Any future changes to the state laws governing DDAs, CIAs and LDFAs which conflict with this Policy, shall supersede and control those conflicting provisions until this Policy is officially updated to consider the legislative changes.

This Policy supersedes and replaces the prior policies and Resolutions previously adopted by the Board of Commissioners concerning DDAs, CIAs and LDFAs and the TIF Review Committee, specifically Miscellaneous Resolution ##16166.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

March 5, 2019

Ms. Patricia Bordman, Mayor
City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, Michigan 48012

Dear Mayor Bordman:

The Michigan Department of Transportation (MDOT), Title VI Program acknowledges receipt of your Title VI Non-Discrimination Plan. MDOT has reviewed the aforementioned document to ensure compliance with Title VI of the Civil Rights Act of 1964 and related federal regulations. Your Title VI Non-Discrimination Plan is compliant with the requirements under Title 23, Code of Federal Regulations (CFR), Part 200 and 49 CFR, Part 21 and is approved.

If you have questions concerning this matter, please feel free to contact Frannie Griffith at 517-241-7462 or email at MDOT-TitleVI@michigan.gov.

Sincerely,

Tonya Doyle, MBA
Business & Workforce Diversity Manager

cc: Benjamin I. Myers, Human Resources Manager