BIRMINGHAM CITY COMMISSION AGENDA MARCH 9, 2020 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor

II. ROLL CALL

Cheryl Arft, Acting City Clerk

III. PUBLIC COMMENT

The City of Birmingham welcomes public comment limited at the Mayor's discretion on items that do not appear in the printed agenda in order to allow for an efficient meeting. The Commission will not participate in a question and answer session and will take no action on any item not appearing on the posted agenda. The public can also speak to agenda items as they occur when the presiding officer opens the floor to the public. When recognized by the presiding officer, please step to the microphone, state your name for the record, and direct all comments or questions to the presiding officer.

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

ANNOUNCEMENTS:

- The Presidential Primary is tomorrow, March 10th. The polls will be open from 7 AM to 8 PM. Voters are reminded to bring photo ID with them. If you are not registered to vote in Birmingham and wish to vote in this election, you may register tomorrow at the Clerk's Office between 7 AM and 8 PM, with acceptable residency verification. If you have questions, call the Clerk's Office at 248-530-1880.
- Residents who vote in Precinct 2 and 3 located at Derby Middle School are being relocated to classrooms 100 and 101, which are located inside the west entrance of the school. Parking is available on Adams and Derby. Signs redirecting voters will be placed in the area of the gymnasium where the precincts were previously located within the school.
- The Birmingham Museum and Baldwin Public Library will present "Wonder Women of Birmingham", an adult lecture series in honor of the centennial of the 19th Amendment giving women the right to vote. On March 12th, "Early Aviation and the Ferguson Women" will be presented, and on April 9th, the presentation will be "The Three Prindle Sisters who tamed the Wilderness". Both lectures begin at 7:00 PM at the Baldwin Library.
- On Sunday, March 22, 2020, from 1:00 3:00 PM at the Baldwin Public Library, you can shop for gently used purses, handbags, totes, wallets, and briefcases priced at \$1 and up. Enjoy bagels and coffee as you browse through a selection of high-quality used books. The Friends are now accepting donations for the sale. Please bring your gently used items to the Circulation desk in the lobby. All proceeds benefit the Friends of the Baldwin Public Library.

- The 2020 Citizens Academy is now taking applications. This free, interactive 8-week program is open to all Birmingham residents 18 years or older. The intent of the program is to provide a fun and informative learning experience for citizens who want to know more about how the City of Birmingham operates. Participants will have an opportunity to learn more about various departments such as: police, fire, engineering, building, planning, finance, DPS, and more. Classes are offered on Tuesday and Thursday evenings from 6pm 8:30pm, with the first session beginning on April 21st. Spots are limited and applications are accepted on a first-come basis. The application form is available for download on the front page of the City's website at www.bhamgov.org
- The City Commission would like to thank Daniel Rontal and Amy Folberg, Multi-Modal Transportation Board members, for their years of dedicated service and commitment to the Board.

APPOINTMENTS:

- A. City Clerk Designee Appointment Resolution accepting the recommendation of the City Clerk Selection Sub-Committee to appoint Alexandria D. Bingham as the Birmingham City Clerk (Designee) effective March 16, 2020, and as City Clerk upon the retirement of Acting City Clerk Cheryl Arft.
- B. Parks & Recreation Board
 - 1. Jeffrey LaBelle
 - 2. James P. Cleary
 - 3. Martha Moyer
 - 4. Ross Kaplan
 - 5. Susan Collins
 - 6. Eleanor Noble
- C. To appoint _____ to the Parks and Recreation Board as a regular member to serve a three-year term to expire March 13, 2023.

To appoint _____ to the Parks and Recreation Board as a regular member to serve a three-year term to expire March 13, 2023.

To appoint ______ to the Parks and Recreation Board as an alternate member to serve a three-year term to expire March 13, 2023.

To appoint ______ to the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2022.

- D. Multi-Modal Transportation Board
 - 1. Andrew Haig
- E. To appoint _____, as an alternate 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.
- F. Planning Board
 - 1. Bert Koseck
 - 2. Janelle Boyce

G. To appoint _____, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2023.

To appoint _____, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2023.

- H. Cablecasting Board 1. Michael Fenberg
 - J J
- I. To appoint _____, to the Cablecasting Board as a regular member to serve a three-year term to expire March ____, 2023.

V. CONSENT AGENDA

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

- A. Resolution approving the amended City Commission Long Range Planning meeting minutes of January 25, 2020.
- B. Resolution approving the Ad Hoc Clerk's Selection Committee meeting minutes of February 12, 2020.
- C. Resolution approving the City Commission regular meeting minutes of February 24, 2020.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated February 26, 2020 in the amount of \$4,738,814.61.
- E. Resolution approving the warrant list, including Automated Clearing House payments, dated March 4, 2020 in the amount of \$442,429.14.
- F. Resolution approving a request from the City of Birmingham Department of Public Services for a special event permit to hold the 2020 In the Park Concert series in Shain Park on the dates as 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.
- G. Resolution approving the State Trunkline Maintenance Contract for Woodward Avenue between Michigan Department of Transportation (MDOT) and the City of Birmingham for ground maintenance only for a term of October 1, 2019 through September 30, 2024. Further, authorizing the Mayor and City Clerk to sign the Contract.
- H. Resolution awarding the Woodward Avenue Landscape Enhancements and Maintenance contract to Superior Scape, Inc. in an amount not to exceed \$127,714.00. Funds are available from the Capital Projects fund account #401-441.003-981.0100 in the amount of \$85,000.00 and from the Property Maintenance; Other Contractual Services acct #101-441.003-811.0000 in the amount of \$22,377.00 for a total project cost of \$107,377 for fiscal year 2019-2020. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

- I. Resolution approving the contract amendment with Nowak & Fraus Engineers for professional services, to be charged to the various capital improvement accounts for work being undertaken by the City, and further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- J. Resolution setting Monday, April 6, 2020 at 7:30 PM for a public hearing to consider approval of a Special Land Use Permit Amendment and Final Site Plan and Design Review for Dick O'Dows at 160 W. Maple to allow outdoor dining at the rear of the building from April 1 through November 15, 2020 during construction on E. and W. Maple.
- K. Resolution approving the contract amendment with G2 Consulting Group, L.L.C. for professional services, to be charged to the various capital improvement accounts for work being undertaken by the City, and further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.
- L. Resolution accepting the resignation of Doug Burley, member of the Historic District Commission, thanking him for his service, and directing the Acting Clerk to begin the process to fill the vacancy.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

A. Public Hearing to consider the proposed lot combination of 1680 S. Bates and 1684 S. Bates

- 1. Resolution approving the proposed lot combination of 1680 S. Bates Street, Parcel # 19-36-331-038 and 1698 S. Bates Street, Parcel # 19-36-331-039.
- B. Resolution approving the renewal, for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for which a current year application was received.

OR

(Each of the following resolutions to be considered with separate motions.) a. Resolution settomg a public hearing for 7:30 PM on Monday, March 23, 2020 in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, 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 _______, for the following reasons:

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

AND

Resolution approving the renewal for the 2020 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 ______, for which a public hearing has been set.

C. Resolution authorizing the Mayor to sign Contract No. 19-5643 between the City of Birmingham and the Michigan Department of Transportation to authorize the City's participation in a Federal Surface Transportation and Federal Highway Safety Improvement Program to fund a portion of the planned improvements at the Southfield and Maple intersection as well as Maple Road between Chester Road and Woodward Avenue. The estimated cost to the City in the fiscal year 2019-2020 is \$7,181,732.82, charged to the following account numbers:

Jean 2017 2020 13 \$7,101,702.02, 0	haigea to the following accou	
Fund	Account Number	Cost
Sewer Fund	590-536.001-981.0100	\$ 707,406.40
Water Fund	591-537.004-981.0100	\$ 1,321,282.40
Major Streets	202-449.001-981.0100	\$ 2,369,166.10
Major Streets (Traffic Control)	202-303.001-981.0100	\$ 355,306.00
Sidewalk SAD	101-444.001-985.7900	\$ 2,282,918.67
General Fund	101-444.003-981.0100	\$ 135,653.25
APS Fund (Parking Meters)	585-305.000-811.0000	\$ 10,000.00
TOTAL		\$ 7,181,732.82

And further; approving the appropriation and amendment to the fiscal year 2019-2020 General Fund, Major Street Fund, and Water Fund budgets. (complete resolution in agenda packet)

D. Resolution to meet in closed session to discuss labor negotiations in accordance with Section 8(c) of the Open Meetings Act.

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

E. Resolution approving the settlement agreement of February 14, 2020 between the City and BCOA/COAM for a renewal of the collective bargaining agreement through June 30, 2022. Further, authorizing the transfer of the appropriate funds by the Finance Department for the contract effective July 1, 2019.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports The City Commission intends to appoint members to the Architectural Review Committee, Housing Board of Appeals, and Brownfield Redevelopment Authority on April 6, 2020.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

INFORMATION ONLY

XI. ADJOURN

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 <u>(248) 530-1880</u> por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



cheryl arft <carft@bhamgov.org>

Re: Multi-Modal Transportation Board - Term expiration

1 message

Amy Folberg <amy.folberg@gmail.com> To: Jana Ecker <jecker@bhamgov.org>, cheryl arft <carft@bhamgov.org> Thu, Mar 5, 2020 at 1:08 PM

Hi Cheryl,

I just want to let you know that I will not be seeking reappointment to the Board.

Thanks, Amy

On Sat, Feb 29, 2020 at 10:47 AM cheryl arft <carft@bhamgov.org> wrote:

So sorry, the applications are due by Wednesday, March <u>4th</u> at noon.

Cheryl Arft Acting City Clerk City of Birmingham 151 Martin Street Birmingham, MI 48009

248-530-1880 248-530-1080 (fax)

carft@bhamgov.org

On Sat, Feb 29, 2020 at 10:40 AM cheryl arft <carft@bhamgov.org> wrote:

Your term on the MMTB ends on March 24, 2020. The City Commission will appoint to this board on Monday, March 9, 2020 at 7:30 P.M. in City Hall.

If you are interested in re-appointment to the board, please return the completed application and accompanying documents to me no later than Wednesday, March 6, 2020 at noon. You may return by email. The new term will end March 24, 2023.

Also, if you wish to apply, please let me know if you will be available to attend the meeting to be interviewed by the commission.

Cheryl Arft Acting City Clerk City of Birmingham 151 Martin Street Birmingham, MI 48009



cheryl arft <carft@bhamgov.org>

Re: Multi-Modal Transportation Board - Term expiration

1 message

Daniel Rontal <darontal@gmail.com> To: cheryl arft <carft@bhamgov.org> Wed, Mar 4, 2020 at 8:57 AM

Cheryl,

I think that i'm going to have to drop my membership to the board. Thank you for allowing me to be a part of this. I really enjoyed my role within the group.

Dan

DANIEL RONTAL, MD THE RONTAL CLINIC 28300 Orchard Lake Rd, Suite 100 Farmington Hills, MI 48334 W. 248-737-4030 C. 734-904-2544 F. 248-737-0636

Electronic Mail is not secure, may not be read every day, and should not be used for urgent or sensitive issues.

On Feb 29, 2020, at 10:47 AM, cheryl arft <carft@bhamgov.org> wrote:

So sorry, the applications are due by Wednesday, March <u>4th</u> at noon.

Cheryl Arft Acting City Clerk City of Birmingham 151 Martin Street Birmingham, MI 48009

248-530-1880 248-530-1080 (fax)

carft@bhamgov.org

On Sat, Feb 29, 2020 at 10:40 AM cheryl arft <carft@bhamgov.org> wrote:

Your term on the MMTB ends on March 24, 2020. The City Commission will appoint to this board on Monday, March 9, 2020 at 7:30 P.M. in City Hall.

If you are interested in re-appointment to the board, please return the completed application and accompanying documents to me no

City of	Birmingham	MEMORANDUM
		Human Resources Department
DATE:	February 18, 2020	
TO:	Joseph A. Valentine, City	Manager
FROM:	Benjamin I. Myers, HR Ma	anager Jan
SUBJECT:	City Clerk Appointment	

Background

1

We have concluded the recruitment and selection process in an effort to fill the vacant City Clerk position. The vacancy was advertised and posted both internally and externally, and attracted one hundred twenty-six (126) applicants. Six (6) candidates participated in the first round of interviews, after which three (3) candidates advanced to the second round of interviews.

Chapter III, Section 9 of the City Charter provides for the appointment of the City Clerk by the City Commission. On November 25, 2019 the City Commission designated Commissioner Sherman, Commissioner Hoff, the City Manager and the HR Manager to serve as the selection sub-committee to conduct the second round of interviews and recommend a finalist City Clerk candidate to the Commission. The sub-committee interviews were held on December 10, 2019.

On December 16, 2019, the Commission appointed the recommended candidate, James Allen, who subsequently withdrew his application for personal reasons. The Ad Hoc City Clerk Selection Committee met again on January 3rd to consider next steps and decided to take no action until the staff review of Deputy City Clerk applications had been completed.

On February 12th, the Committee met again and recommended proceeding under an arrangement that was used previously when the City Clerk was leaving and a City Clerk Designee was appointed to transition the Department while the current Clerk was available. This succession arrangement allows for training and development, transfer of institutional knowledge, and continuity of service. As Acting City Clerk Arft will be staying through the end of the year, an opportunity has presented itself for this type of extra transition which will be especially critical during the presidential election season.

Recommendation

To affect the succession arrangement, the Committee has unanimously recommended the Commission's appointment of Alexandria D. Bingham, the top City Clerk Finalist Candidate, to the position of City Clerk (Designee) effective March 16, 2020. Ms. Bingham has passed the criminal and employment background investigation, and has accepted the City's employment offer of the City Clerk (Designee) position conditioned upon appointment by the City Commission. Ms. Bingham will remain as the Designee during the transition and orientation

period with Acting City Clerk Cheryl Arft, and will become the City Clerk upon the retirement of Ms. Arft.

Further, Ms. Bingham possesses the following qualifications:

- Thirteen years of election administration experience including over twenty-five Presidential, Gubernatorial, Presidential Primary, State Primary, and local elections;
- Bachelor of Science Degree; and
- Michigan Department of State Election Officials Accreditation and Train the Trainer Accreditation.

A copy of Ms. Bingham's résumé is attached.

SUGGESTED RESOLUTION:

To accept the recommendation of the City Clerk Selection Sub-Committee to appoint Alexandria D. Bingham as the Birmingham City Clerk (Designee) effective March 16, 2020, and as City Clerk upon the retirement of Acting City Clerk Cheryl Arft.

Alexandria Bingham

Education

Graduated in December 2015 Eastern Michigan University, Ypsilanti, MI Bachelors of Science, Elementary Education with Mathematics and Integrated Science Minors Dean's List; Cum Laude (GPA 3.51)

Oakland Community College, Oakland County, MI Associate in Liberal Arts

Certification

Accredited Election Official November 2019 Notary Public for the County of Oakland **Commission Expires November 2, 2026** January 15, 2016 **Provisional Teaching Certificate, State of Michigan** Endorsements: Certified Elementary Teacher (ZG) = Integrated Science (DI) 6-8 = Mathematics (EX) 6-8

Experience

Deputy Clerk • Rose Township • Holly, MI

- Works in QVF on a daily basis to maintain voter registration records and process absentee ballots
- Issues checks to pay bills or for tax refunds in BS&A Accounts payable
- Communicates and collaborates with colleagues to streamline office procedures
- Updates forms and documents, creates training materials and letters for various purposes
- Puts information on the PEG Channel, Township Website, and on social media to keep citizens informed of æ township happenings
- Sorts all mall received

Elementary Teacher • Wixom Elementary - WLCSD • Wixom, MI

- Manages and plans literacy, math, science and social studies lessons for a K-5 classroom
- Accommodates a variety of students with special needs and behaviors
- Communicates and collaborates with colleagues to further learning and to implement the most effective teaching practices
- Assesses students and maintains records documenting student growth and adjusting individualized learning plans as needed
- Communicates with colleagues, parents and students to ensure students are supported in their learning

Creates a safe and active learning environment integrating art and movement

Election Specialist * Commerce Township * Commerce, MI

- Creates training materials and resources for Election Day catered to the township's specific needs for the newly implemented Hart technology
- Creates and implements training for the Electronic Poll Book
- Knowledgeable about the procedures for issuing and receiving absentee ballots
- Supports up to fifteen precincts on Election Day, troubleshooting with technology, and supporting Inspectors with more complicated procedures such as issuing a Provisional Ballot
- Assists the receiving board on election night, printing reports, and preparing documents to be sent to the county
- Assists with maintaining voter registration records.
- Committed to ensuring that elections run smoothly and are held to the highest standards of integrity

August 2019 – Present

February 2016 - August 2019

February 2007-Present

Graduated in May 2012

Alexandria Bingham

Professional Development Verity Central and Count Training * Pontiac, MI QVF Basic Training * Dimondale, MI Elections Accreditation * Lansing, MI Train the Trainer * Pontiac, MI MAMC - Institute * Mt. Pleasant, MI MTA – Annual Conference * Traverse City, MI

Current Professional Memberships

International Institute of Municipal Clerks Michigan Association of Municipal Clerks Oakland County Clerks Association Michigan Townships Association

Skills

C

- Google Documents
- Microsoft Office
- QVF
- EPB

- BS&N AP
- Website Design
- PEG Channel
- YouTube

September 2019 November 2019 October 2019 March 22-27, 2020 April 27-30, 2020

April 2018

Social Media

- Organizing
- Filing
- Alphabetizing

References are available upon request

THE CHARTER TOWNSHIP OF COMMERCE

DAVID E. SCOTT SUPERVISOR MELISSA CREECH CLERK MOLLY B. PHILLIPS TREASURER

2009 TOWNSHIP DRIVE COMMERCE TOWNSHIP MICHIGAN 48390 (248) 624-0110 www.commercetwp.com

COMPACE

September 30, 2019

To Whom It May Concern:

I've known Alexandria Bingham for about seven years. In my capacity as Township Clerk for The Charter Township of Commerce, I rely on her in many aspects and levels of Election Administration. She has gone from being an Election Inspector to a Chairperson of a precinct and most recently working part time in my office prior to each election. She is very familiar with and easily adjusts to the ever changing Election Laws. She has stepped forward and created training manuals for our new equipment and trained inspectors on how to use it along with the Electronic Poll Book. She has also helped implement a streamline process for our Absentee Voter Counting Board.

Alexandria's work ethic is outstanding and she is an integral part of our team during Election season. She takes pride in her work and knowledge of elections and it shows with her enthusiasm and energy on a daily basis. She is professional and understands the confidentiality of daily work in the Clerk's office, not only with elections.

While I would be very sorry to see her leave as part of our team, I would highly recommend Alexandria for the position of Clerk for The City of Birmingham.

If you would like more information, please call at (248) 960-7021 or email me at: mcreech@commercetwp.com

Sincerely,

Wellissne Creech

Melissa Creech, CMMC Clerk, Charter Township of Commerce

TRUSTEES

BOB BERKHEISER RICK SOVEL VANESSA MAGNER GEORGE WEBER



NOTICE OF INTENTION TO APPOINT TO THE PARKS AND RECREATION BOARD

At the regular meeting of Monday, March 9, 2020, the Birmingham City Commission intends to appoint two regular members and one alternate member to the Parks and Recreation Board to serve a three-year term to expire March 13, 2023; and one alternate member to serve the remainder of a three-year term to expire March 13, 2022.

Interested citizens may submit an application available at the City Clerk's office or online at <u>www.bhamgov.org/boardopportunities.</u> Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 4, 2020. 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 and two alternate 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 Name	Criteria/Qualifications Members must be electors (registered voters) of the City of Birmingham.
Jeffrey LaBelle	Registered voter
James P. Cleary	Registered voter
Martha Moyer	Registered voter
Ross Kaplan	Registered voter, current regular member on board
Susan Collins	Registered voter
Eleanor Noble	Registered voter, current alternate member on board

Applicant(s) Presented for City Commission Consideration:

SUGGESTED ACTION:

To appoint ______ to the Parks and Recreation Board as a regular member to serve a threeyear term to expire March 13, 2023.

To appoint ______ to the Parks and Recreation Board as a regular member to serve a threeyear term to expire March 13, 2023.

To appoint _____ to the Parks and Recreation Board as an alternate member to serve a three-year term to expire March 13, 2023.

To appoint ______ to the Parks and Recreation Board as an alternate member to serve the remainder of 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 Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Carmona 887 Lakeview Av	Heather e.	(248) 867-1346	3/12/2018 Registered Voter	3/13/2021
		htcarmona@sbcglobal.r	net	
Graham 884 Knox	Pam	(248) 408-6277	1/13/2020 Registered Voter	3/13/2023
		pamcracker@gmail.con	7	
Kaplan 635 Oak	Ross	(248) 645-6526	10/22/2007 Registered Voter	3/13/2020 in Birmingham
		rkaplan@neumannsmit	h.com	
Meehan 656 Chester	John	(248) 644-5923	3/18/2002 Registered Voter	3/13/2020 in Birmingham
		john.meehan@att.net		

Last Name I Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Noble 1160 Lake Park Dr	Eleanor	(248) 417-7777	7/10/2017 Alternate	3/13/2020
		elliecnoble@hotmail.com	,	
Pulis 824 Wimbleton Dr	Dominick	(586) 381-5831	3/25/2019 Registered Voter i	3/13/2022 n Birmingham
		dompulis@hotmail.com		
Rusche 358 Henley St.	John	(248) 731-7068	9/6/2018 Registered Voter i Alt)	3/13/2021 n Birmingham (was
		jprusche@aol.com		
VACANCY			Alternate	3/13/2022
Watkinson	James Hayden		2/10/2020 Student	12/31/2020
Wiebrecht 1714 Torry	William	(248) 703-6503	10/14/1991 Registered Voter i	3/13/2021 n Birmingham
		whw989@wowway.com		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Windsor	Mallory		Student	12/31/2020

Name of Board: Parks and Recreation Board

Year: 2020

Members Required for Quorum: 4

			-												TOLAI		Percent
	7451			400					CEDT	OCT	NOV	DEC			Mtgs.		Attended
MEMBER NAME	JAN	FEB	MAR	APR	MAT	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	MTG	Att.	Adsent	Available
REGULAR MEMBERS																	
Heather Carmona	Р	Р													7	1	88%
Pam Graham	Р	Р													2	0	100%
Ross Kaplan	Α	Р													1	1	50%
John Meehan	Р	Α													1	1	50%
Dominick Pulis	Р	Р													2	0	100%
John Rusche	Р	Р													2	0	100%
William Wiebrecht	Р	Р													2	0	100%
															0	0	#DIV/0!
Mallory Windsor(student)															0	0	#DIV/0!
Hayden Watkinson (student)															0	0	#DIV/0!
John Butcher (student)	Р	Р															
ALTERNATES																	
Eleanor Noble															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
Present or Available	7	7	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

		of Boar				reation	Board			Year:	2019						
MEMBER NAME	JAN	FEB	MAR	APR	um: MAY	4 JUNE	JULY	AUG	SEPT	ост	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Heather Carmona	Р	Р	Р	Α	Р	Р	Α	Р	Р	Р	Р	Р			7	1	88%
Ross Kaplan	Α	Р	Р	Р	Р	Р	Р	Р	Α	Р	Р	Р			10	2	83%
Therese Longe	Р	Р	Α	Р	Р	Р	Р	Р	Α	Р					8	2	80%
John Meehan	Р	Α	Α	Р	Α	Р	Α	Α	Р	Р	Р	Р			7	5	58%
Dominick Pulis	NA	NA	Р	Α	Р	Р	Р	Р	Р	Α	Р	Р			8	2	80%
John Rusche	Р	Р	Р	Р	Р	Р	Р	Α	Α	Р	Α	Р			9	3	75%
Lilly Stotland	Р	Р	Р												3	0	100%
William Wiebrecht	Р	Р	Р	Α	Р	Р	Α	Р	Р	Р	Р	Р			10	2	83%
CeCe Cousins (student)	Р	Р	NA												2	0	100%
Jakob Sayers (student)	Р	Α	NA												1	1	50%
John Butcher (student)			Р	Р	Р	Р	Р	Р	Р	Р	Р	Р					
ALTERNATES																	
Eleanor Noble	Р	Р	Р	Р	Р	Α	Α	Α	Α	Р	Р				7	4	64%
Pam Graham	NA	NA	NA	NA	NA	NA	Α	Р	Р		Р	Р			4	1	80%
															0	0	#DIV/0!
Present or Available	9	8	8	6	8	8	5	7	6	8	8	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

Name of Board: Parks and Recreation Board

Year: 2018

Members Required for Quorum: 4

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

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	Р	Α	Р	Р	Р	Α	Р	Р	Α	Р	Р	А	8	4	67%
Ross Kaplan	Р	Р	Р	Р	А	Α	Р	Р	Р	Р	Р	Р	10	2	83%
Therese Longe	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	12	0	100%
John Meehan	Α	Α	А	Р	Р	Р	Р	А	Р	Р	Α	Р	7	5	58%
Ryan Ross	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	12	0	100%
Art Stevens	Α	Α	А	Α	Р	Р	Р	Р	Α	Р	Р	Р	7	5	58%
Bill Wiebrecht	Р	Р	Р	Р	Р	Р	Р	А	Р	Р	Р	Р	11	1	92%
Reserved													0	0	#DIV/0!
Reserved													0	0	#DIV/0!
ALTERNATES															
Eleanor Noble 7/10/17									Р		Р		2	0	100%
John Rusche 7/10/17								Р	P		•	Р	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



OFFICE USE O	NLY	
Meets Requirements?	Yes	No
Will Attend / Unable to	Atter	d

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)

fi tamma Britis atadith (
Board/Committee of Interest Parks and Recreation Be Specific Category/Vacancy on Board Alternate Member	
Name Jeffrey La Belle	Phone 312-835-9287
Residential Address 1394 Westwood Dr.	Email labejef@ gmail. com
Residential City, Zip Birmingham 48009	Length of Residence 4 years
Business Address Suite 3900 200 Ren Center	Occupation <u>Management</u> Consulting
Business City, Zip Detroit, MT 48243	Consulting
Reason for Interest: Explain how your background and skills will enhant christ will an chicago for 16t years will approaches to establish excellent por List your related employment experience management co in with deep experience management co and evaluating options to some probler List your related community activities Boach at Burning ciation and Burningham Little is List your related educational experience Masters of Busin Kellogg School of Business at North To the best of your knowledge, do you or a member of your immed	derstanding of public/private nks throughout the city noultant at Delotte Consult- ing needs of clients (e.g., citizens) ns and improve experiences i.g. ngham Hockey Asso- ngham Hockey Asso- lengue Baseball ess Administration from western 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: N/A

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	

Pasello.

1/18/20 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 carft@bhamgov.org or by fax to 248.530.1080. Updated 12/02/19

T City of	Birmingham

JAN 2 1 2020

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Parks and Recreation Board	
Board/Committee of Interest Parks and Recreation Board Specific Category/Vacancy on Board Alternate	(see back of this form for information)
	248-840-8416
Name James P. Cleary (Jim) Residential Address 2001 Fairway Birmingham 48009	Email clearyjp@gmail.com
Residential City, ZipBirmingham, 48009	Email <u>clearyjp@gmail.com</u> Email <u>clearyjp@gmail.com</u> Length of Residence <u>31 years (1989)</u>
Business Address	Occupation
Business City, Zip	
Reason for Interest: Explain how your background and skills wil Birmingham Citizens Academy who finally has the time	l enhance the board to which you have applied le and is willing and able to contribute
List your related employment experience I've taught Marketing and Advertising classes for over	30 years.
List your related community activities Participated in the 20 ⁻ Member of Birmingham Senior Mens Club	
List your related educational experience	
To the best of your knowledge, do you or a member of your relationships with any supplier, service provider or contractor of direct compensation or financial benefit? If yes, please explain:	of the City of Birmingham from which you or they derive
Do you currently have a relative serving on the board/committee	e to which you have applied?
Are you an elector (registered voter) in the City of Birmingham?	Yes
Signature of Applicant	1/19/2020 Date

City Clark's Office 1E1 Martin Dirmingham MT

19000 or by amail to

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AF	P	LICA	TION	FOR	CITY	BOARD	OR	CO	MMIT	TEE
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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).

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Board/Committee of Interest Parks & Recreation Board	· · · · · · · · · · · · · · · · · · ·
Specific Category/Vacancy on Board Alternate member	(see back of this form for information)
Name_Martha Moyer	Phone 586 215 4554
Residential Address 1245 Lake Park	EmailmarthaRmoyer@gmail.com
Residential City, ZipBirmingham, MI 48009	Length of Residence40 years
Business Address	Occupation Attorney (retired)
Business City, Zip	l enhance the board to which you have applied
Reason for Interest: Explain how your background and skills will I consider recreational opportunities Va I Would like to lend my efforts to the ma	anableassets of our community.
Reason for Interest: Explain how your background and skills will <u>I consider recreation at opportunities Va</u> <u>I Would like to lend my efforts to the ma</u> VSE and value. List your related employment experience My legal Car	rendered and extension of the in
Reason for Interest: Explain how your background and skills will <u>I consider recreation at apportunities Va</u> <u>I Would like to lend my efforts to the ma</u> Vse and value. List your related employment experience My legal Car	rendered and extension of the in
Reason for Interest: Explain how your background and skills will <u>I consider recreation of opportunities va</u> <u>I would like to lend my efforts to the ma</u> <i>Vse and value</i> . List your related employment experience <u>My I gat Car</u> <u>Included private practice</u> and <u>corpora</u> A tien -1 automotive supplier	en spanned almost 45 years an unterance and extension of the in eer spanned almost 45 years an ute voles; including as General Course
Reason for Interest: Explain how your background and skills will <u>I consider recreation of opportunities variations of the Margan and value</u> . List your related employment experience <u>My legal Car</u> <u>Included private practice and cir pora</u> <u>A Her -1 antoniofice supplien</u> <u>I terms and value</u> . List your related community activities <u>Margan and componen</u> <u>A Her -1 antoniofice supplien</u>	Renable assets of our community. untenance and extension of the in ver spanned almost 4-5 years an ite roles; including as General Course the ballwin Library Board 19942-20
Reason for Interest: Explain how your background and skills will <u>I consider recreation of opportunities variations of the Margan and value</u> . List your related employment experience <u>My legal Car</u> <u>Included private practice and cir pora</u> <u>A Her -1 antoniofice supplien</u> <u>I terms and value</u> . List your related community activities <u>Margan and componen</u> <u>A Her -1 antoniofice supplien</u>	Renable assets of our community. untenance and extension of the in ver spanned almost 4-5 years an ite roles; including as General Course the ballwin Library Board 19942-20
Reason for Interest: Explain how your background and skills will <u>I consider recreation of opportunities va</u> <u>I would like to lend my efforts to the ma</u> use and value. List your related employment experience <u>My ILGAT CAN</u> <u>Included private practice</u> and <u>corpora</u>	Renable assets of our community. untenance and extension of the in ver spanned almost 4-5 years an ite roles; including as General Course the ballwin Library Board 19942-20

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:

Noi

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

A Hinth

gar 20, 2020

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to updated 12/02/19
Updated 12/02/19



	CE USE ONLY rements? 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.

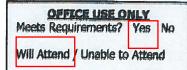
(Please print clearly)

Board/Committee of Interest	
Specific Category/Vacancy on Board	(see back of this form for information)
Name	Phone
Residential Address	Email *
Residential City, Zip	Length of Residence
Business Address	Occupation
Business City, Zip	
Reason for Interest: Explain how your background an	nd skills will enhance the board to which you have applied
List your related employment experience	
List your related community activities	
List your related educational experience	
relationships with any supplier, service provider or c	per of your immediate family have any direct financial or business ontractor of the City of Birmingham from which you or they derive use explain:
Do you currently have a relative serving on the board.	/committee to which you have applied?
Are you an elector (registered voter) in the City of Bir	mingham?
carft@bhamgov.org or by fax to 248.530.1080.	Date Date Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Updated 12/02/19 Serve news & notifications from the City. If you do not wish to

receive these messages, you may unsubscribe at any time.



JAN 27 2020



APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Parks and Recreation Board	
Specific Category/Vacancy on Board Open or Alternate position	(see back of this form for information)
Name Susan Collins	Phone 248 761 6873
Residential Address 958 Pleasant St	Email sbdcollins@comcast.net
Residential City, Zip Birmingham, 48009	Length of Residence 7.5 years
Business Address	Occupation
Business City, Zip	

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied My business background combined with the sports/recreational boards that I have served on provides me with a unique understanding of what is is need in this position.

List your related employment experience 20+ years sales and management experience has provided me with a strong understanding of how to work with people, understand their needs, develope and implement suiccessful solutions while staying with in a budget.

List your related community activities Cranbrook Swim Club Treasurer/2 years. Figure Skating Club of Birm. Board Sec. 1 year and

2 years as Treasurer. While Treas. I implemented new procedures, financial tracking and moved the club to a 501(c)3 to finance equipment for the club. Multiple roles in the schools & Girl Scouts,

List your related educational experience Wayne State University - MBA 1996, Oakland University -BBA/Marketing 1987 During my time in management at LexisNexis I attended multiple training sessions in managing people, managing budgets etc.

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

January 27, 2020 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 carth@bhamgov.org or by fax to 248.530,1080.



	CE USE O		
Meets Requ	irements?	Yes	No
Will Attend	Unable to	Atter	nd

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).

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(Please print clearly)	
Board/Committee of Interest Parks and Recreat	ion
Specific Category/Vacancy on Board <u>full member</u> /a	alternate
Name Eleanor Noble	Phone 248-417-7777
Residential Address 1160 Laske Park Dr.	Email 248-417.7777
Residential City, Zip Birmingham, 48009	Length of Residence $50 yr +$
Business Address	Occupation Executive V.P. of
Business City, Zip	Multi - thousand company
	The birder
Reason for Interest: Explain how your background and skills will enhance <u>perspective</u> , <u>presume</u> good will will <u>act things done</u> . Having raised disable <u>in underserved</u> populations - ADA con List your related employment experience <u>Sales in aut</u>	ed children have great interest ompliance a accessible equipment
the community wants & needs a Bham	has vitality = community
building green spaces, ice arena, g	off to keep citizens engaged.
List your related community activities Served on BOARDS	OF BBTA, BBCC, Parele
Advisory Committee to Special Ed in B'han	LISCHOOLS & FUTENOIS OF DIF
List your related educational experience <u>College grad</u>	of MSU-BA Business. HR.1
To the best of your knowledge, do you or a member of your immed relationships with any supplier, service provider or contractor of the C direct compensation or financial benefit? If yes, please explain:	liate family have any direct financial or business ity of Birmingham from which you or they derive

······································		
Do you currently have a relative serving on the board/committee	e to which you have applied?	4
Are you an elector (registered voter) in the City of Birmingham	? Yes man an an an	
Eleanon Novle	02/10/2020	
Signature of Applicant	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 <u>cmynsberge@bhamgov.org</u> or by fax to 248.530.1080. Updated 8/16/17



NOTICE OF INTENTION TO APPOINT TO THE MULTI-MODAL TRANSPORTATION BOARD

At the regular meeting of Monday, March 9, 2020, the Birmingham City Commission intends to appoint three Regular members to the Multi-Modal Transportation Board to serve three-year terms to expire March 24, 2023, one regular member to serve the remainder of a three-year term to expire March 24, 2022, and one Alternate member to serve the remainder of a three-year term to expire October 27, 2022.

Interested citizens may submit an application available at the City Clerk's office or online at <u>www.bhamgov.org/boardopportunities.</u> Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 4, 2020. 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 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 Name	Criteria/Qualifications Traffic-focused education/experience, or urban planning, architecture or design education/experience.
Andrew Haig	Resident with traffic-focused education and/or experience

<u>Applicant(s) Presented For City Commission Consideration:</u>

SUGGESTED ACTION:

To appoint _____, as an alternate 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.



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 Home Address	First Name	Home Business E-Mail	Appointed	Term Expires	
Edwards	Lara	(734) 717-8914	4/28/2014	3/24/2020	
1636 Bowers Birmingham	48009			Member at large from different geographical areas of the city.	
		lmedwards08@gmail.	Imedwards08@gmail.com		
Folberg	Amy	(248) 890-9965	12/14/2015	3/24/2020	
1580 Latham Birmingham	48009			Member at large from different geographical areas of the city.	
-		amy.folberg@gmail.c	rom		
Peard	Thomas	(248) 770-7761	1/13/2020	3/24/2022	
645 Suffield			Urban Planning	Urban Planning /Architecture /Design	
Birmingham	48009				
		thomaspeard@yahoo	o.com	m	

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires	
Rontal	Daniel	(734) 904-2544	10/27/2016	3/24/2020	
926 Bird	Experience/E		Mobility or Visio Experience/Exp		
Birmingham	48009				
		darontal@gmail.com			
Schafer	Katie	(248) 835-5064	3/13/2017	3/24/2021	
1966 Fairway	y Pedestrian Advocate		ocate		
Birmingham	48009				
		schafekat@gmail.com			
Slanga	Johanna	(248) 761-9567	5/5/2014	3/24/2022	
4410 Charing Wa	у		Traffic-Focus Education/Experience Member		
Bloomfield Hills	48304		Member		
johannaslanga@gmail.com		.com			
VACANT				10/27/2022	
			Alternate		
Zane	Joseph	(248) 563-3381	12/10/2018	10/27/2022	
1014 Chestnut St			Alternate		
Birmingham	48009				
Joseph.Michael.Zane@gmail.com					



JAN 2 3 2020

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 Multi Modal Transportation Board

Name Andrew Haig

Residential Address 1814 Banbury St

Specific Category/Vacancy on Board Alternate

Residential City, Zip Birmingham, MI 48009

Business Address 1 Continental Drive

Business City, Zip Auburn Hills, MI 48326

Phone 248-5069979

Email ahjunkah@gmail.com

(see back of this form for information)

Length of Residence 10 years

Occupation Operations Strategy Program Manager

* KSUE LITH THE BE FORM

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied <u>My background</u> in Engineering design, financial analysis and strategy will help with the evaluation and final selection of different options for community approval

COMING FROM A DIFFERENT ANDA WHERE I GREAUP USING MULTE MORAL THANSPORT DATILY IHAVE AN APPRECIATION FOR IT'S USE

List your related employment experience Automotive Engineering occupant & pedestrian safety design, strategy planning and analysis for high value manufacturing capital as well as infrastructure projects.

List your related community activities Several years participating with the "We Bike Detroit" group as a corker.

List your related educational experience B.Eng.(Hons) Mechanical Engineering, M.Sc. Engineering Management, PMI certified PMP (Project Management Professional)

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

1/22/2020

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 carft@bhamgov.org or by fax to 248.530.1080. Updated 12/02/19



NOTICE OF INTENTION TO APPOINT TO PLANNING BOARD

At the regular meeting of Monday, March 9, 2020, the Birmingham City Commission intends to appoint two regular members to serve three-year terms to expire March 28, 2023. 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 <u>www.bhamgov.org/boardopportunites</u>. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 4, 2020. 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 threeyear 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.
Bert Koseck	Architect
Janelle Boyce	Design Professional

SUGGESTED ACTION:

To appoint _____, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2023.

To appoint _____, to the Planning Board as a regular member to serve a three-year term to expire March 28, 2023.

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 Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Boyce 179 Catalpa	Janelle	(248) 321-3207	12/10/2007 Design profession	3/28/2020
		jlwboyce@hotmail.com		
Boyle 840 Wimbleton	Robin	(248) 961-1514	4/19/2004 Planning Professor	3/28/2022
		r.boyle@wayne.edu		
Clein 1556 Yosemite	Scott	(248) 203-2068	3/22/2010 Civil Engineer/Urban	3/28/2022 Design
		s.clein@comcast.net		
Emerine 720 Bennaville A	Jason ve.	(312) 371-9398	5/14/2018 Alternate	11/2/2020
		je@seiberkeast.com		
Hesler	Rachel		2/10/2020 Student	12/31/2020

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Jeffares 1381 Birmingham	Stuart n Blvd	(248) 321-2120	12/14/2015 Real Estate professio	3/28/2021 n
		stuartjeffares@gmail.com		
Koseck 2441 Dorchester	Bert	(248) 302-4018	10/12/2009 Architect	3/28/2020
		bkoseck@comcast.net		
Lee	June		2/10/2020 Student	12/31/2020
Ramin 1701 Maryland	Nasseem	(248) 765-9446	11/20/2017 Alternate/Attorney	11/2/2020
		nramin@dykema.com		
Share 1040 Gordon Lan	Daniel e	(248) 642-7340	11/24/2014 Building Owner	3/28/2021
		dshare@bsdd.com		
Williams 1421 Stanley	J. Bryan	(248) 420-3522 (248) 433-7289	4/16/2007 Attorney	3/28/2021
		jwilliams@dickinsonwright.com		

		of Boar ers Req		PLANN or Quor	ING BOARD		Year:	2020)												
MEMBER NAME	1/8	1/22	2/12	2/27					Τ					1.			SPEC	SPEC	Total Mtgs.	Total	Percent
REGULAR MEMBERS		10000				 -				_	_						MTG	MTG	Att.	Absent	
Janelle Boyce	Р	P	Р	Р		 -			-	_	-										
Robin Boyle	A	A	Р	A		-								 					4	0	100%
Scott Clein	P	Р	P	Р		 			-		-	<u> </u>	<u>-</u> -+						1	3	25%
Stuart Jeffares	P	A	Р	Р					-					 _			1		4	0	100%
Bert Koseck	Р	Р	Р	A		 			-					 				-	3	1	75%
Daniel Share	P	Р	Р	Р			_		-		_							8	3	1	75%
J. Bryan Williams	Р	Р	Р	Р							-			 	_				4	0	100%
								1 - 2 - 3	-	-	-			 	_				4	0	100%
ALTERNATES				1					-		-			 -	-			1.1.1	0	0	#DIV/0!
			_								-			 		A COLOR			0	0	#DIV/0!
Naseem Ramin	P	Р	P	P				-	-	-				 _	_						
Jason Emerine	Р	Р	Р	P							-			 					4	0	100%
Rachel Hester (Stdnt)	NA	NA	NA	P					-	-				 					4	0	100%
June Lee (Stdnt)	NA	NA	NA	Р						-	-	-		 	i (i se)				1	0	100%
									-		-			 - the					1	0	100%
								/		-		1		1800			0	0			10070

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 in

		of Boar ers Req		PLANN or Quor	ING BO um:	DARD	ĺ			Year:	2019															
MEMBER NAME	1/9	1/23	2/13	2/27	3/13	3/27	4/10	4/24	5/8	5/22	6/12	6/26	7/10	7/24	8/14	8/28	9/11	9/25	10/23	11/13	12/11	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS															-						-=/==		me	-	AUSCIIC	Available
Janelle Boyce	Р	P	Р	P	Р	A	P	Р	P	Р	A	Р	Р	Р	Р	Р	Р	P	P	Р	Р			19	2	90%
Robin Boyle	P	P	A	Р	Р	Р	Р	Р	Р	P	Р	Р	Р	Р	Р	Р	A	P	P	P	P	-		19	2	90%
Scott Clein	Р	P	Р	Р	Р	P	P	Р	Α	Р	Р	A	Р	Р	P	P	Р	A	P	P	P			18	3	86%
Stuart Jeffares	P	P	Р	Р	A	Р	P	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	P	Р	P			20	1	95%
Bert Koseck	P	P	Р	P	Р	A	P	A	A	Р	Р	P	Р	Р	A	Р	Р	Р	A	Р	P			16	5	76%
Daniel Share	P	P	Р	P	A	P	P	Р	P	P	Р	A	A	A	Р	Р	Р	Р	Р	P	P			17	4	81%
J. Bryan Williams	P	P	A	P	P	Р	Р	Р	Р	Р	Р	A	Р	Р	Р	Р	P	Р	Р	Р	Р	1		19	2	90%
				-								g-21-2										22		0	0	#DIV/0!
ALTERNATES	-				_												1.000							0	0	#DIV/0!
Naseem Ramin			٨		-			P	D			-											-	. 6		
Jason Emerine	P		A	A	A	A	A		P	P	P	A	P	P	P	Р	A	Р	Α	Р	A			10	11	48%
John Utley (Student)	NA	NA	NA	P	P	P	A	P	P	P	Р	P	Р	Р	Р	Р	Р	Р	P	A	A			17	4	81%
Sophia Trimble (Student)	NA	NA	NA	P	P	P	P	A	P	P	A	P	A	A	Р	P	Р	A	Р	A	Р			12	6	67%
Sopria Tranble (Studit	8	8	5	A 9	8	8	A 8	P 9	A	P	P	P	P	P	P	P	P	Р	A	A	A			12	6	67%
	0	0	3		0	0	6	9	8	11	9	7	9	9	10	11	9	9	8	8	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

	Name Membe				ING BO	DARD				Year:	2018													Total		Percent
MEMBER NAME				2/28		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		Mtgs. Att.	Total Absent	Attended Available
REGULAR MEMBERS	-,	-/						1200		136.8.1	5 195					12.22			D	D	P			17	3	85%
Janelle Boyce	P	Р	NM	Р	Р	Р	P	A	P	Р	P	Р	Р	Р	A	A	Р	Р	P	F	P			17	3	85%
Robin Boyle	P	P	NM	P	A	Р	Р	Р	Α	Р	Р	Р	Α	Р	Р	P	Р	Р	Р	P	P			20	5	100%
Scott Clein	P	P	NM	P	P	P	Р	Р	P	Р	Р	P	Р	Р	Р	Р	P	Р	Р	P	P				1	95%
	P	D	NM	P	P	P	P	Р	P	Р	Р	P	Р	Α	P	P	Р	P	Р	P	P			19	1	85%
Stuart Jeffares	P	P	NM	D	P	P	P	P	Α	P	P	P	A	P	P	P	Р	Р	Р	A	P			17	3	
Bert Koseck	-			NA	NA	NA	D	D	P	Δ	P	A	Р	A	A	A	Р	Р	Р	P	Р			10	5	67%
Daniel Share	NA	NA	NM	INA	D	D	P	D	D	D	Δ	A	P	P	P	Р	P	Р	Α	P	P			17	3	85%
J. Bryan Williams	Р	Р	NM	P	P	P	P	F	F	-					1000				E State		121223		1.2.1.1.	0	0	#DIV/0!
		1.1.1.1.1.1		1.20				P		•	A	٨	Δ	Δ	Δ	A	A	A	A	A	Α	1000		2	16	11%
Sam Fogel (Student)	NA	NA	NM	Р	A	A	A	P	A	A	A	A	-	-		1					14.2		2 1 7			
ALTERNATES				1.12						-		D	D	D	D	D	Δ	Δ	A	A	A			12	8	60%
Nassem Ramin	Р	Р	NM	Р	P	P	Α	Р	A	A	P	P	P	P	P	- P	P	D	P	P	P			12	0	100%
Jason Emerine	NA	NA	NA	NA	NA	NA	NA	NA	NA	Р	P	P	P	P	P	P	F		D	Δ	Δ	1000000		6	12	33%
Ellie McElroy (Student)	NA	NA	NM	Р	Р	A	P	A	Р	A	A	A	A	A	P	A	A	A	A	Δ	Δ			4	14	22%
Madison Daminato(St.)	NA	NA	NM	P	Α	A	A	P	Р	A	A	A	A	A	A	F	A	8	8	17	8	0	0			
Present or Available	7	7	0	10	7	7	8	9	7	7	8	7	7	7	8	8	8	8	0		0			1		

A = Member absent KEY:

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

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	Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS												wkshp							wkshp							
Janelle Boyce	Р	Р	Р	Р	Р	Р	Р	Р	Ρ	P	Р	Р	Р	Р	Ρ	A	Р	A	Р	Р	Ρ	Р	Р	21	2	91%
Robin Boyle	Р	Р	Р	Р	Ρ	A	Р	Α	Р	Р	A	A	Α	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	18	5	78%
Scott Clein	Ρ	Р	Р	A	Ρ	Ρ	Р	Р	Р	A	Р	Р	Р	P	Α	Р	Р	Р	Р	Р	Α	Α	Р	19	4	83%
Stuart Jeffares	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	A	Р	Р	Р	Р	Р	Р	Р	Р	22	1	96%
Bert Koseck	Р	Р	Р	Р	Α	Ρ	A	Р	Р	Р	Р	Р	Р	A	P	Р	Р	P	A	Р	Р	Р	A	18	5	78%
Gillian Lazar	Р	Α	Р	Р	Р	Α	A	Р	Р	Р	Р	A	Р	Р	Р	Р	Р	Р	A	Α	Р	Р	P	17	6	74%
J. Bryan Williams	Р	Р	Р	Р	Α	Р	Р	Α	Р	Р	A	Р	Р	Р	Α	Р	Р	Р	Р	A	Р	Р	Р	18	5	78%
Arianne Afrahtek (Student R	*	*	*	*	Р	Α	Р	Р	A	Р	A	**	Р	Р	Ρ	A	Α	A	**	Р	A	A	A	8	9	47%
Isabella Niskar (Student Rep)	*	*	*	*	Α	Р	Α	Р	Р	A	A	**	Р	А	Р	Α	Α	Α	**	Р	Р	Р	P	8	9	47%
																	-									
ALTERNATES																							1			
Lisa Prasad	A	A	Α	Α	Ρ	Α	A	Ρ	**	Р	Р	Α	A	Р	Α	Α	A	A	A	Р	A	A	*	6	15	29%
Daniel Share	A	Р	A	Р	Р	Р	Р	Р	**	Р	Р	A	Р	A	A	A	Р	A	Α	Р	A	A	A	11	11	50%
Naseem Ramin	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	P	1	0	100%
Monshens in attack	-7	7	~			7																				
Members in attendance	7	/	7	/	8	1	. /	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

Allen



receive these messares vou may unsubscribe at any time

OFFICE USE O	NLY
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.

	print clearly)
Board/Committee of Interest City of Birmingham F	Planning Board
Specific Category/Vacancy on Board Architect	(see back of this form for information)
Name Bert H. Koseck	Phone 248-302-4018
Residential Address 2441 Dorchester	Email * bkoseck@neumannsmith.com
Residential City, Zip Birmingham, MI 48009	Length of Residence 32 years
Business Address 400 Galleria Suite 555	Occupation Architect
Business City, Zip Southfield, MI 48034	
Reason for Interest: Explain how your background and skil	Is will enhance the board to which you have applied
Refer to attached document.	
List your related employment experience Architect	
List your related community activities	
Former Board of Zoning Appeals member (18 years), current	
List your related educational experience	
Bachelor of Science in Architecture, Masters Degree in Archi	
	your immediate family have any direct financial or business tor of the City of Birmingham from which you or they derive plain:
Do you currently have a relative serving on the board/comm	hittee to which you have applied? No
Are you an elector (registered voter) in the City of Birmingh	Vee
	March 3, 2020
Signature of Applicant	Date am, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to
carft@bhamgov.org or by fax to 248.530.1080. *By providing your email to the City, you agree to receive n	Updated 12/02/19

March 3, 2020

APPLICATION FOR CITY OF BIRMINGHAM PLANNING BOARD

REASON FOR INTEREST

Dear City of Birmingham Commissioners:

My interest in "getting involved" with my hometown started 32 years ago. It began with a negative.....I was unhappy with a number of things related to how the city functioned and felt that my involvement could help in making a positive change. With that initiative, I became a member of the Zoning Board of Appeals and held that position for an 18-year period. Through that experience | became very familiar with our built environment, the complexity of our zoning ordinance, the issues related to desired improvements and accommodating change within a small city consisting of a downtown and surrounding neighborhoods, and the understanding and respect for the state statutes that determine what meets the standard for the granting of variances. With my children growing up and having more time to contribute, I transitioned onto the Planning Board. It is my desire to continue as a member of that board. I believe with my experience as an architect, one that has a 35-year involvement with a number of building types that makeup our city including retail, office, housing, parking structures, mixed-use, single-family residential, parks, and as a planner for university campuses, is of a great benefit to the planning of our community and reviewing proposed projects. I am proud of the work of our planning board during my tenure and my contributions during that time. We as a city continue to be challenged with demand for change and how to incorporate that appropriately to maintain the things that make Birmingham great (and possibly making it greater yet). I can be beneficial to our residents and City Commission in seeking ways to make that happen.

Thank you for your consideration.

lomuned/s Sincerely.

Bert H. Koseck

City of Birmingham

OFFI	CE USE O	NLY	No								
Meets Requ	irements?	Yes									
Will Attend	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 Plunning Board	
Specific Category/Vacancy on Board Design Profession	(see back of this form for information)
Name Janelle Boyce	Phone 2483213207
Residential Address 179 Catalpa Dr	Email jlwboyce e gmeil.com
Residential City, Zip <u>B'Ham</u> 48009	Length of Residence $25 yrs$.
Business Address	Occupation Interior Designer + Residential Builder
Business City, Zip	Residential Builder
Reason for Interest: Explain how your background and skills will Continue to work to achieve Chave since my initial appoint	enhance the board to which you have applied <u>to</u> the goals of the city as intment in 2007.
List your related employment experience interior des. home builder	igner 1996-present Residential
List your related community activities <u>Planning Board</u> M <u>committee</u> , <u>Bitam Public Schools Com</u>	monity Education Committee
List your related educational experience BA - MSU - Human Environment	+ Design
To the best of your knowledge, do you or a member of your relationships with any supplier, service provider or contractor of direct compensation or financial benefit? If yes, please explain:	immediate family have any direct financial or business f the City of Birmingham from which you or they derive
Do you currently have a relative serving on the board/committee	to which you have applied?/)
Are you an elector (registered voter) in the City of Birmingham? _	Y25
Signature of Applicant	<u>3-3-2020</u> 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 carft@bhamgov.org or by fax to 248.530.1080. Updated 12/02/19



NOTICE OF INTENTION TO APPOINT TO THE CABLECASTING BOARD

At the regular meeting of Monday, March 9, 2020 the Birmingham City Commission intends to appoint three members to the Cablecasting Board to serve three-year terms expiring March 30, 2023, one regular member to serve the remainder of a three-year term expiring March 30, 2022, one regular member to serve the remainder of a three-year term expiring March 30, 2021, and one alternate member to serve a three-year term expiring March 30, 2022. Applicants must be residents of the City of Birmingham.

Interested citizens may submit an application available at the City Clerk's office or online at <u>www.bhamgov.org/boardopportunities</u>. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 4, 2020. 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.

Duties of the Cablecasting Board

- 1) Advise the municipalities on matters relating to cable communications;
- 2) Monitor the franchisee's compliance with the franchise agreement and the cable communications ordinance;
- 3) Conduct performance reviews as outlined in Chapter 30, Article VII of the city code;
- 4) Act as liaison between the franchisee and the public; hear complaints from the public and seek their resolution from the franchisee;
- 5) Advise the various municipalities on rate adjustments and services according to the procedure outlined in Chapter 30; Article VI
- 6) Advise the municipalities on renewal, extension or termination of a franchise;
- 7) Appropriate those moneys deposited in an account in the name of the cablecasting board by the member communities;
- 8) Oversee the operation of the education, governmental and public access channels;
- 9) Apprise the municipalities of new developments in cable communications technology;
- 10) Hear and decide all matters or requests by the operator (Comcast Cablevision);
- 11) Hear and make recommendations to the municipalities of any request of the operator for modification of the franchise requirement as to channel capacity and addressable converters or maintenance of the security fund;
- 12) Hear and decide all matters in the franchise agreement which would require the operator to expend moneys up to fifty thousand dollars;
- 13) Enter into contracts as authorized by resolutions of the member municipalities;
- 14) Administer contracts entered into by the board and terminate such contracts.

<u>Applicant(s) Presented For City Commission Consideration:</u>

Applicant Name	Criteria/Qualifications Must be a resident of Birmingham
Michael Fenberg	Resident

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

SUGGESTED ACTION:

To appoint _______to the Cablecasting Board as a regular member to serve a three-year term expiring March 30, 2023.

To appoint ______ to the Cablecasting Board as a regular member to serve the remainder of a three-year term exp8iring March 30, 2023.

To appoint ______ to the Cablecasting Board as a regular member to serve a three-year term expiring March 30, 2023.

To appoint ______ to the Cablecasting Board as a regular member to serve the remainder of a three-year term expiring March 30, 2022.

To appoint ______ to the Cablecasting Board as a regular member to serve the remainder of a three-year term expiring March 30, 2021.

To appoint ______ to the Cablecasting Board as an alternate member to serve the remainder of a three-year term expiring March 30, 2022.



CABLECASTING BOARD

Chapter 30 - Section 30-226 - Birmingham City Code Meeting Schedule: 3rd Wednesday of the month - 7:45 A. M

The Board shall consist of 12 members, which includes 7 members who are residents of the City of Birmingham. Each member community shall also appoint one alternative representative. (30-226)

Last Name Home Address	First Name	Home Business	Anneinted	T F
		E-Mail	Appointed	Term Expires
Abraham	George	(248) 642-1257	5/14/2018	3/30/2021
898 Arlington			Birmingham res	ident
		georgeabrahamjr@ou	utlook.com	
Eick	R. David	(248) 231-8067	12/14/2015	3/30/2021
559 Greenwood			Birmingham res	ident
		eickhouse@comcast.i	net	
Fenberg	Michael	(248) 310-7373	3/13/2017	3/30/2020
908 Chesterfield			Birmingham res	ident
		michael.fenberg@bak	kertilly.com	
McLain	Elaine	(248) 225-9903	1/9/2006	3/30/2020
425 N Eton, #30)2		Birmingham res	ident
		ekmclain@gmail.com		
Shand	Donovan	(248) 330-0747	12/4/2017	3/30/2020
1645 Buckinghar	m Ave.		Birmingham res	ident
		dgshand@gmail.com		

For Cable Inquires: Cathy White 248-336-9445 P.O. Box 165, Birmingham, MI 48012

Friday, February 28, 2020

Page 1 of 2

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
VACANT			Birmingham reside	3/30/2022 nt
VACANT			Birmingham reside	3/30/2021 nt
VACANT			ALTERNATE	3/30/2022

For Cable Inquires: Cathy White 248-336-9445 P.O. Box 165, Birmingham, MI 48012

Friday, February 28, 2020

Page 2 of 2



cheryl arft <carft@bhamgov.org>

Re: Cable Board Attendance Records

1 message

execdir@birminghamareacableboard.org

<execdir@birminghamareacableboard.org>

Reply-To: execdir@birminghamareacableboard.org To: cheryl arft <carft@bhamgov.org>

Fri, Mar 6, 2020 at 10:33 AM

Cc: Elaine McLain <ekmclain@gmail.com>, "R. David Eick" <eickhouse@comcast.net>, Donovan Shand <dgshand@gmail.com>, Michael Fenberg <michael.fenberg@bakertilly.com>

Hi Cheryl: The total absences for each of the Birmingham Cable Board members is listed below.

- 2017: Michael Fenberg was absent once (November meeting).
- 2018: Michael Fenberg was absent 4 times (Feb, May, Sept, Oct) Donovan Shand was absent 4 times (April, Aug, Sept and Dec) David Eick was absent once (Feb)
- 2019: Michael Fenberg was absent twice (May, Dec) Donovan Shand was absent 9 times (Jan, March, May, June, Aug, Sept, Oct, Nov and Dec) George Abraham was absent once (Sept)
- 2020: Michael Fenberg was absent once (Feb) Donovan Shand was absent once (Jan) David Eick was absent once (Feb)
- TOTAL ABSENCES: Michael Fenberg-8 Donovan Shand- 14 David Eick-2 Elaine McLain- 0

Cathy White Executive Director of BACB P.O.Box 165 Birmingham, MI 48012 248-336-9445

From: cheryl arft <carft@bhamgov.org> Sent: 3/6/20 8:44 AM To: execdir@birminghamareacableboard.org Subject: Re: Cable Board Attendance Records Yes, it does. Thank you Cathy!

Cheryl Arft Acting City Clerk City of Birmingham 151 Martin Street Birmingham, MI 48009

248-530-1880



OFFICE USE OF	<u>NLY</u>	
OFFICE USE ON Meets Requirements?	Yes	No
Will Attend / Unable to	Atter	nd

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	
Specific Category/Vacancy on Board	(see back of this form for information)
Name	Phone
Residential Address	Email *
Residential City, Zip	Length of Residence
Business Address	Occupation
Business City, Zip	
Reason for Interest: Explain how your background an	nd skills will enhance the board to which you have applied
List your related employment experience	
List your related community activities	
List your related educational experience	
relationships with any supplier, service provider or co	per of your immediate family have any direct financial or business ontractor of the City of Birmingham from which you or they derive use explain:
Do you currently have a relative serving on the board,	/committee to which you have applied?
Are you an elector (registered voter) in the City of Bir	mingham?
carft@bhamgov.org or by fax to 248.530.1080.	Date Date Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Updated 12/02/19 Serive news & notifications from the City. If you do not wish to time.

BIRMINGHAM CITY COMMISSION LONG RANGE PLANNING MINUTES **JANUARY 25, 2020 MUNICIPAL BUILDING, 151 MARTIN** 8:30 A.M.

Ι. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor called the meeting at 8:30 am

11.	ROLL CAL	L	
	ROLL CALL:	Present:	Mayor Boutros
			Mayor Pro Tem Longe
			Commissioner Baller
			Commissioner Hoff
			Commissioner Host
			Commissioner Nickita (arrived at 8:34)
			Commissioner Sherman
			Commissioner Baller Commissioner Hoff Commissioner Host Commissioner Nickita (arrived at 8:34)

Absent: None

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, City Attorney Kucharek, Acting City Clerk Arft, Human Resource Manager Myers, Assistant to the City Manager Gallagher, Fire chief Wells, DPS Director Wood, Finance Director/Treasurer Gerber, Assistant Finance Director Wickenheiser, City Engineer Fletcher, Assistant City Engineer Bridges, Police Chief Clemence, Police Commander Grewe, City Planner Ecker, Building Official Johnson, Baldwin Library Director Koschik, Museum Director Pielack, Parks & Recreation Carrie Laird, and Assistant Fire Chief Bartalino

III. PUBLIC COMMENT

The City of Birmingham welcomes public comment limited at the Mayor's discretion on items that do not appear in the printed agenda in order to allow for an efficient meeting. The Commission will not participate in a question and answer session and will take no action on any item not appearing on the posted agenda. The public can also speak to agenda items as they occur when the presiding officer opens the floor to the public. When recognized by the presiding officer, please step to the microphone, state your name for the record, and direct all comments or questions to the presiding officer.

Mayor Boutros explained the new public comment section.

- David Bloom, 1591 Stanley, commented on the new location of Public Comment. The section has been added to the beginning of the agenda.
- Paul Reagan, 997 Purdy, commented on the parking situation in Downtown Birmingham; noting that it is currently a problem.

IV. **DISCUSSION ITEMS**

Α.

Ι. 8:30 AM - 9:10 AM

Finance **Five-Year Financial Forecast**

Mark Gerber gave an overview of the Five-Year Financial Forecast. He reminded everyone that what he was presenting was not a financial forcast and not a budget; meaning the numbers will change. It is a working document:

• Tim St. Andrews, of Plante Moran, discussed the Headlee Act Limit v Operating Millage and he discussed water and sewer rates.

II. 9:10 AM – 10:00 AM Public Services

A. Parks & Recreation Improvement Plan

DPS Director Wood presented the Improvement Plan for the parks around Birmingham that were identified as needing improvement.

City Manager Valentine explained the funding opportunity available to make improvements where needed.

B. Ice Arena Facility Analysis

Robert Stempien, Plante Moran reviewed all of the components of the Ice Arena:

- It was built in 1973.
- The equipment inventory is complete.

C. Maple/Eton Bridge Enhancements

DPS Director Wood presented the history of the project and gave a status update.

D. Lead Water Line Improvement Plan

DPS Director Wood and Engineer Fletcher presented an action plan to replace lead water lines in Birmingham.

- There are 728 identified properties requiring new water lines.
- There are 8 critical properties identified and a change order is out for approval to mitigate the problem.
- It is anticipated that the project would take 5 weeks to complete.
- City Manager Valentine expressed that there is a consortium of communities to find funding for this anticipated expenditure.

Commissioner Hoff expressed that she understood City Manager Valentine to say that if a new Parks and Recreation bond was issued, it would result in approximately \$37 per taxpayer annually. City Manager Valentine explained that the number was arbitrary based on the assumptions that he set forth. She further asked if the \$37.00 is in addition to what citizens are currently paying or does it replace something that they have already been paying and eliminated due to current bond obligations being met in the coming year. City Manager Valentine affirmed that it would be a net cost due to reducing obligations and adding the new bond.

Commissioner Hoff understood that the suggestions for the Ice Arena is not a new build, but a total renovation.

Mr. Stempien, Plante Moran, affirmed that he is recommending renovation to the arena based on the current utilization of 83% of hours available and booked hours. 52% of utilization is from hockey rental, which is the highest revenue per hour. He also said that until the arena reaches a threshold of 95% utilization of revenue generating activity, building a new arena is not recommended.

Commissioner Hoff asked if the proposal is needed and not a want. Mr. Stempien affirmed that it is a need due to the aging infrastructure of the facility. She also asked if some of the

organizations that use the facility could contribute to the renovations, similar to what Little League has done for the ball fields. City Manager Valentine felt that it is probable once the City decides what direction they would like to go.

Commissioner Hoff discussed the phases of the project. Since the Ice Arena is a need and the other pieces of the project are simply wants. She went on to ask why some of the parks that have been in discussions for years are in phase two as opposed to phase one.

City Manager Valentine explained that input was requested from the public and the priorities that they wanted and that is how the priority list was developed.

Mayor Pro Tem Longe, commented as having been involved in that process, need and public interest was carefully considered. Great consultation with City staff about what was possible with the available funds and time allotted to use the funds. She went on to say that the assessment was leaning toward shovel ready projects.

Director Woods agreed that the readiness, staff time, and overall timing of funding was considered in phasing the project.

Mayor Boutros asked what would happen if the money were not used in a timely manner.

City Manager Valentine explained from a financial standpoint that once the bond is approved, the City would then be committed to do the project in a timely manner. There would be penalties and certainly, it would not be favorable in the pursuit of future bonds and a poor practice to follow.

Commissioner Hoff responded to that point that the last time a bond was issued for this type of project; it was spread over a period and the complete amount was not used.

City Manager Valentine explained that the Commission authorized up to a certain amount and issued a lesser amount.

Commissioner Nickita commented on the Maple Eton Bridge. He expressed that he is an advocate for doing something with that bridge and has been for a long time and is excited that the City is addressing it. He wants to know what the design element would be. He felt that the cart is coming before the horse in terms of the electrical engineering lighting designs and there are no conceptual designs for what is expected for the bridge from the City. Commissioner Nickita recommended that before the City implements the lighting, a plan for the bridge consistent with what the City would like be in place.

City Manager Valentine commented that other communities working with CN in this same process took approximately seven years. He recognized Director Wood and her team for accomplishing this task in a year. He also felt that it is important to get DTE in to analyze where connections are available and how to get power to the site. All of this would come together with the architectural committee.

Commissioner Baller asked for clarification on how many times the bond issues would be presented to voters. Relative to funds available for depreciable assets in the parks system, there

are small expenditures that are big wins and should not wait for a bond to move forward. He recommended setting a level of expenditure that is reasonable. He also felt that the future of the ice arena should have more discussion due to the sizeable investment and life of the asset. In terms of the architectural review committee, there are two vacancies on a three-member panel. He appealed to anyone knowing anybody interested, to urge them to apply.

City Manager Valentine confirmed that the action being proposed is to go before the voters once.

Public Comment:

- Matt Wilde, 975 Madison, was recently elected to be the President of the South Poppleton HOA. One of the big things that has him engaged is Adam's Park. He said that it has been an eyesore his entire life. He has learned that this has been on a priority list since 2006 when Birmingham acquired it back from Roeper. In 2016 there was a concept plan that was endorsed, in 2017 it was included in the budget but the funding went away, in 2018, put on the priority list and voted that way. So today, he is thrilled to see Adams Park in Phase I of the project phase today. He and his neighbors will support the bond required for the project. He commended the commission for coming together for a planning meeting on a Saturday morning.
- Mike Kopmeyer, 1351 Bennaville, thanked everyone for all of the hard work that went into the planning. He also suggested walking paths in the park, especially in Kenning Park. A combination walk path and bike path in the Rail District would be desirable and greatly improve the City's parks.
- Ann Bray, 1269 Buckingham, was delighted about the plan to develop parks and encouraged the teams to work with the land.
- Larry Bertolini, 1275 Webster Street, commented on Kenning Park being the only park for that area of town.
- David Bloom, commented on Phase III of the library and felt that the Parks and Recreation Board should work with the library on future projects. He also shared his thoughts on one-off elections.
- Gary Petrovich, Birmingham Unified High Schools Hockey, wanted to be considered for a locker room for the Hockey team at the ice arena.

III. 10:00 AM – 11:30 AM Planning

A. City-wide Master Plan Update

Planning Director Ecker gave a comprehensive overview of the updated Master Plan and reviewed the draft Master Plan. She summarized the main concepts of each section.

B. Alley Regulations

City Planner Nick Dupuis discussed possible remedies for current alley regulations.

C. Multi-Modal Initiatives

Planning Director Ecker described the issues of transit development.

D. Green Infrastructure

City Planner Nick Dupuis presented this item.

E. Downtown Overlay Amendments

Planner Brooks Cowan presented this item.

Commissioner Hoff asked about additional cost relative to Alley Regulations. Planning Director Ecker expressed that there are no additional cost anticipated. It was approved "as needed" to go through the City Manager if more public engagement was needed along the way.

Commissioner Hoff noted that Greenwood Cemetery was not mentioned in the Historical Preservation section or any section of the Long Range Plan. She expressed that it should be put in the long-range plan and attention paid to the cemetery in the City's historical preservation efforts. Especially since the commission just approved a short-term contract for Greenwood's operations.

Commissioner Nickita suggested encouraging by way of awareness that the greenest building is the one that is already built. Keeping existing property is more sustainable and should be a goal of the administration.

Commissioner Hoff commented on Yoga studios and small fitness facilities are only allowed on the south end of downtown. She noted that there is one across from the Townsend Hotel.

Director Ecker explained that some have been grandfathered or granted use variances that are akin to schools.

Commissioner Nickita commented on frontage ordinances and felt addressing this is important. In seeking the best design, Birmingham has a specific esthetic value and local vernacular that can always be enhanced or strengthened. He recommended that the City tie into what has already been studied and implemented.

Commissioner Baller expressed his excitement for the Yoga Studio. He hopes that it could spike the same interest as the Bistro ordinance.

Mayor Boutros commented on an interesting program initiated by the City of Detroit in November that reduced parking and meter fines by 50% for qualifying residents. Commissioner Sherman suggested that is a planning issue.

Public Comment

- Ann Bray, 1260 Buckingham Street, commented on the Multi Modal Initiatives. She mentioned that she is yet to see a cyclist on Eton where a large piece of land that was taken away from drivers. It actually created difficulty for large vehicles to pass. She also noted the new threat of electromagnetic radiation that is increasingly coming. While science has not concluded what the effects are on the environment, there is an effect.
- Mike Kopmeyer, 1351 Bennaville, echoed Ms. Bray's comments regarding the environment. He futhered his comments on cycling lanes on Eton Street that make no sense. He feels that the motorist and cyclist should share the road and utilize a good path. In terms of the green initiatives, the trees that are planted are not providing a canopy. The overlay is exciting and long overdue. An Amtrak station on the Birmingham side is a keystone to opening up Birmingham to the rest of the world. He also mentioned that streetcars or trollies would enhance downtown.

- Elaine McClain, 425 N Eton and chairman of the Birmingham Area Cable Board, commented that the meetings are rebroadcast at 3A.M. She liked to see cycle only parking spaces in town.
- Larry Bertolini, Webster St., commented on residential storm drainage. While some homes have catch basins in the back with storm lines connected to the street. Has the new master plan addressed improved storm drainage.
- Paul Reagan, 997 Purdy, commented:
 - 20/40 Plan and the introduction of apartment buildings creating higher density into the neighborhoods.
 - Parking study results could be implemented now.
 - Updated tact on parking enforcement.
 - Parks are part of the Multi Modal Plan.
- David Bloom, 1591 Stanley, is opposed to proposed seams in neighborhoods. In response to the Overlay District, everyone needs to listen to Paul Reagan and be mindful of parking.
- Scott Clein, Yosemite Blvd, Chairman of Planning Board, commented on the Birmingham Plan and challenged everyone to engage in the spirit of positivity, civility, and collaboration. He also challenged the leaders of the community to lead, be enthusiastic and encouraging to every member of the public and staff. They know how the community works best. Take the challenge to the board levels to get involved in other public meetings and provide feedback. The goal is to make the plan more acceptable to the community.

IV. 11:30 AM – 12:15 PM Engineering

A. Quarton Lake Backyard Sewer and Water Master Plan City Engineer Fletcher introduced James Gallagher to present this item.

B. Major Streets Capital Improvement Plan City Engineer Fletcher presented the plan.

C. SAW Grant Initiative

James Surhey, HRC, described the program and accomplishments.

City Engineer Fletcher commented that it is great timing for this program based on the City's current needs.

D. Maple Road – Phase 2

City Engineer Fletcher presented this item and discussed key dates of upcoming events.

Commissioner Hoff asked about structures on the easements of the Quarton Lake project. Is that why residents have not given permission.

City Engineer Fletcher replied yes, and explained where the structures are located. He furthered offered that there may be times that work has to be done in the backyard of the homes but the work is generally trenchless. There are impediments involved.

City Manager Valentine felt that some of the resistance is related to comfort levels in granting an easement to their property. A new approach is in process.

Commissioner Hoff asked if the City have received the grant for the SAW Initiative. City Engineer affirmed that the work has been completed and the funds have been reimbursed by the State. The next phase is the replacement of the lead lines.

Mr. Surhey complimented the City on the completeness of the City's records.

Commissioner Baller asked if the GIS information is available to the public. City Manager Valentine affirmed that it is available on the City's website. Commissioner Baller asked have sensors been put in the sewers to monitor activity. It was affirmed that the City is no longer using sensors. Commissioner Baller noted that the focus is on North of Oak, and wonder why South of Oak may have been ignored.

Commissioner Nickita commented on the Maple Project and asked if MDOT is responsible for approving all of the signage. He expressed concern about the increased traffic, and has it been communicated to everyone effected. City Engineer Fletcher affirmed that it is a Birmingham project.

City Manager Valentine expressed that there is a new communications team to help promote these efforts. They will push the information out and move with the project.

Public Comment

A member of the public congratulated the team on the Sewer Master Plan and asked how will it be funded. He felt there is no money for sewer updates and street paving. He referenced a sewer lateral replacement program that was introduced some years ago and has not been addressed. He further asked the commission to not postpone the South Old Woodward project.

City Manager Valentine corrected the record by explaining the grant and how it assist the City in prioritizing the roads. It does not implement a program to address the roads. The City has consistently had an aggressive infrastructure improvement program that has been followed. Five to ten million dollars per year is committed to do the improvements. It is an ongoing program.

Elaine McClain, expressed that there is a company that does partner with Birmingham residents if this program moves forward. She also noted that seven years ago when she came to the meeting with a low profile tire that got caught in a pot hole, it was handled in the regular course of City operations. She said that everyone is working on it, just report the potholes when you see them.

Commissioner Hoff noted that the Sewer Lateral program has been in effect all along and never went away. Anytime a sewer is being replaced, the residents are given an opportunity to have their sewer lateral replaced at a reduced cost through the City.

Cindy Rose expressed that South Old Woodward has been in need of a facelift for a long time. It appears mediocre and the project should not be put off again.

V. 12:15 PM – 12:30 PM Lunch Break

VI. 12:30 PM – 12:45 PM Birmingham Shopping District

A. Downtown Retail Attraction Program

BSD Director Tighe presented this item. She recognized the board, gave the history of BSD development, and described the district and the plans in place to support the City's upcoming construction projects in Downtown Birmingham.

Commissioner Hoff complimented the BSD on snow removal in downtown and asked how it is working out since the renovation of Old Woodward. Director Tighe expressed that they are able to make it accessible to the pedestrians. There have been no issues thanks to DPS's work on clearing the street. She further asked what happened to the holiday light canopy over Merrill St. Director Tiqhe stated that they were unable to do that this year due to Merrill's capital improvement project that is replacing the entire front façade.

Commissioner Nickita asked if there had been many opportunities to collaborate with upcoming developments during planning phases to accommodate the current market of retail.

The BSD meets with business owners and new developers on a regular basis to provide input.

Paul Reagan reiterated the parking challenges.

David Bloom asked for data from retailers on the loss of business during the Woodward reconstruction project.

BSD Director Tighe holds regular merchant meetings to talk about best practices that businesses used. She reported that some businesses did better. There were no reports of losing any retailers during that time. Planning and strategy has been put in place to support the downtown businesses during times of construction.

Mayor Boutros thanked all of the City boards, staff and departments for all of their collaborative efforts to make Birmingham the number one City to live.

B. Maple Project Mitigation Plan

VII. 12:45 PM – 1:00 PM Fire Department

A. Departmental Enhancements Chief Wells discussed risk reductions

VIII. 1:00 PM – 1:15 PM Police Department

A. Departmental Enhancements

Chief Clemence presented information about the City's active shooter response; and police accreditation processes.

IX. 1:15 PM – 1:30 PM Building Department

A. Online Permit Program Bruce Johnson, introduced online permit processing and acceptance.

X. 1:30 PM – 1:45 PM Library

A. Building Renovations - Phase 3 Plan

Doug Koschik presented an update on the Library construction project.

City Manager Valentine clarified that the opportunities for the Library to fund their own project diminishes over time due to the Headlee Act. In the short term, if the strategy is to do Phase 3 then the upcoming budget should be considered to capture the funds.

Commissioner Hoff supports phase 3, and likes everything so far. She wanted a refresher on the initial millage proposal particularly was it for a specified time or until all phases were complete. Commissioner Hoff does not want to overextend the City.

City Manager Valentine explained that the project phased and subject to commission approval. He expressed that this is Long Range Planning and everything does come with a price tag. It is not a budget hearing where funds are requested.

Commissioner Sherman asked how will the timing work with some of the funds not being released until 2025.

Mr. Koschik explained that phasing the project accommodates the projected short falls.

Commissioner Baller expressed disappointment that the Plaza is being taken out, but commented that he supports the project.

Commissioner Nickita noted that he is very impressed with the progress of the project. It has been on time, on budget and, at times, under budget. He would like to see an analysis of cost to value as the Library moves forward with phase three.

Commissioner Host asked why the Café is important. He noted that it is also controversial.

Doug Koschik commented that the demand for café's are in demand and are highly utilized. He noted that the Novi Library has a Starbucks. He did say that the café would not be the main business of the Library, just a compliment.

Public Comment

- Bob Ziegelman suggested that the Library is part of the Civic Center and part of the City. The café would connect the Library to the Community House and Shain Park.
- Mr. Suhay, Library Board, added that this plaza is so important to the western edge of the municipal campus. The City's participation is needed in a formal way early in the project.
- David Bloom commented that it is nice to see the Library spending tax dollars wisely by using the phased approach. He would like to see the Library and Parks and Recreation Board collaborate on the space. He suggested that Mayor Pro Tem Longe work on that collaboration.
- Mayor Boutros complemented the Library board on the building renovations at the Library.

XI. 1:45 PM – 2:00 PM Birmingham Museum

A. Strategic Plan Update

Leslie Pielack presented this item including a 3-year cycle.

B. Heritage Zone Improvement Plan

Leslie Pielack presented this item.

Commissioner Hoff complemented Ms. Pielack's efforts and reiterated her interest in seeing more attention given to the historic preservation and historic elements of Greenwood Cemetery.

Commissioner Nickita asked about the status of digitizing; Ms. Pielack updated everyone on the digitization of the museum's collections. Commissioner Nickita went on to ask if the goal is to be able to access the collections on line. Ms. Pielack advised that Copyright issues exist.

XII.2:00 PM - 2:30 PMManager's Office

A. Unimproved Street Planning Assistant City Manager Gunter gave an overview of draft policy document.

B. Adult Services Planning

Assistant City Manager Gunter advised that membership has increased.

C. Enhanced Email Communications

D. Parking Planning

Assistant City Manager Gunter reviewed current issues, and plans for parking.

Commissioner Sherman asked if language is added to the City's forms to comply with Federal regulation related to the enhanced email communications.

City Manager Valentine deferred to legal counsel.

Commissioner Nickita felt it is a great plan to enhance communications.

Mayor Pro Tem Longe addressed the Joint Senior Service Committee in her comments. The Interlocal agreement is a great step but would like to see it pursued in parallel with an agreement with the Birmingham Public Schools.

V. ADJOURN

Adjourned at 2:57pm

AD HOC CITY CLERK SELECTION COMMITTEE SPECIAL MEETING MINUTES WEDNESDAY, FEBRUARY 12, 2020 MUNICIPAL BUILDING, 151 MARTIN CONFERENCE ROOM 202

1:30 P.M.

I. CALL TO ORDER

The meeting was called to order at 11:00 A.M.

Present: Commissioner Hoff

Commissioner Sherman

Administration: City Manager Valentine, Human Resources Manager Myers, Acting City Clerk Arft

II. DISCUSSION OF CITY CLERK SELECTION

City Manager Valentine explained that the candidates for the Deputy Clerk position do not meet the requirements for the City Clerk position. He suggested that Ms. Bingham who was under consideration by this committee for the Clerk's position late in 2019, scored very close to the individual selected by the committee. He explained that the commissioners may want to consider Ms. Bingham for a City Clerk-designee while she becomes familiar with the City. He reminded the commissioners that the City had such a situation when Nancy Weiss was preparing to retire, and Laura Pierce was appointed as the City Clerk designee and then appointed as City Clerk. This environment lends itself to a similar arrangement.

City Manager Valentine noted Acting Clerk Arft's agreement to stay through the end of year to assist the Clerk and Deputy Clerk since both will be new to the City and its processes and procedures. The City would have full-time people in Clerk's Office for the next year.

Human Resource Manager Myers added that this period of tutelage occurs during the presidential election year. City Manager Valentine added we would get to assess their skill sets during that time.

Commissioner Hoff asked about the other applicants' level of experience. It was noted that they do not have as much election experience as Ms. Bingham. She noted that Ms. Bingham has primarily election experience, but not as much management or clerk experience.

HR Manager Myers shared a letter with the Commissioners Hoff and Sherman from Ms. Bingham after Mr. Allen withdrew of this year.

Commissioners Hoff and Sherman briefly reviewed the qualifications of the four other applicants for the Deputy Clerk position. Hoff noted that some applicants do not have a degree yet. Sherman asked how they have the qualifications to be Deputy Clerk. Myers said a large number had little or no experience in the Clerk profession.

City Manager affirmed that what he is proposing is to appoint Ms. Bingham a City Clerk designee. He noted that whomever we hire will be on a 12 month probationary period, and the way we have been able to develop a transition plan that we did not have before, helps the new employee be successful and learn Birmingham's operation which is valuable. We have a model of how it was done successfully before.

Commissioner Sherman shared his concern with the Deputy Clerk candidates' credentials as a whole.

Commissioner Hoff agreed and added that the interviews will be important.

Human Resource Manager Myers noted that he was looking more for the municipal experience rather than the degree.

Commissioner Hoff expressed that based on what we're seeing, we do not have a lot of options. City Manager added that if we can develop the individual in this kind of market, which is what you look for. We are seeing this in all positions across the board.

Commissioner Hoff asked if the individual does not work out during the probationary period, can they can be let go for no reason. City Manager Valentine stated that if there are deficiencies every effort would be made to work with them to improve before terminating. City Manager Valentine added the probationary period is a standard condition of employment.

MOTION by Hoff, seconded by Sherman:

To recommend the City Commission's appointment of the top City Clerk finalist candidate, Alexandria Bingham, as the City Clerk Designee, subject to negotiation of satisfactory terms, execution of an employment offer, and completion of a post-offer physical examination.

Commissioner Hoff asked what the starting range for Clerk is. Human Resource Manager Myers is \$77,752. The Clerk designee will be paid at that rate.

City Manager Valentine advised we will plan to proceed and advise the committee recommends this action, and then we will plan a subsequent meeting for her to be sworn in at March 9th meeting.

III. PUBLIC COMMENT

IV. ADJOURN

The meeting was adjourned at 1:55 P.M.

BIRMINGHAM CITY COMMISSION MINUTES FEBRUARY 24, 2020 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Pierre Boutros called the meeting to order at 7:30 P.M.

II. ROLL CALL

Present:	Mayor Boutros		
	Mayor Pro Tem Longe		
	Commissioner Baller		
	Commissioner Host		
	Commissioner Nickita		
Absent:	Commissioner Hoff		

Commissioner Sherman

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, Acting City Clerk Arft, DPS Director Wood, IT Director Brunk, City Engineer Fletcher.

III. PUBLIC COMMENT

The City of Birmingham welcomes public comment limited at the Mayor's discretion on items that do not appear in the printed agenda in order to allow for an efficient meeting. The Commission will not participate in a question and answer session and will take no action on any item not appearing on the posted agenda. The public can also speak to agenda items as they occur when the presiding officer opens the floor to the public. When recognized by the presiding officer, please step to the microphone, state your name for the record, and direct all comments or questions to the presiding officer.

• Andrew Haig, 1814 Banbury St., requested assistance on finding an avenue on the City's website to report issues found around the City. He expressed that he would like to see a direct link on the home page.

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

02-042-20

ANNOUNCEMENTS

- Senator McMorrow greeted the Mayor and commissioners.
 - Updated the commission on her visit schedule for the year; expressed that she represents 8 cities and will visit each twice this year; if needed, she will have representation available to attend special meetings and/or events.
 - Senator McMorrow spoke about the recent green ooze incident and noted that this was an extreme case of irresponsible corporate citizenship. She has co-sponsored a bill to increase polluter pay laws.

- Pending solar panel legislation, if passed, would increase the cap on solar panels; allowing homeowners to install panels on their roofs to benefit from solar energy.
- House Bill 5229, The Municipal Partnership Act Bill, have received both support and opposition. The bill would create an authority that would allow Wayne, Washtenaw, and Oakland counties to work together on a new transit plan without Macomb County.
- Auto No Fault Insurance has a new website, Michigan.gov/auto insurance, to educate the public on the changes in the law relative to Michigan No-Fault effective July 1, 2020.
- Senator McMorrow and Representative Manoogian will be hosting a "Meet up with Mallory" on March 6, 2020 at 10:30 a.m. at NEXT Senior Center.
- She introduced a student shadow program available to all high school and college students in the 13th District; the application can be found on her website @ senatormcmorrow.com.

City Manager Valentine asked that lead service funding and storm water management system legislation be kept on the forefront while formulating the budget.

Commissioner Baller asked if she would like any feedback from the commission.

Senator McMorrow expressed her frustration that there were no solutions to road funding; she would like feedback from the City Commission and community on the Governor's road funding proposal.

• As the Presidential Primary election draws closer, the City Clerk's Office reminds you that Absent Voter ballots are available for the March 10, 2020 Presidential Primary election. Voters are required to complete a written and signed application prior to receiving a ballot. The staff strongly suggests you replicate the signature on your driver's license to avoid delays in the processing of your request. Remember that this is a Closed Primary, which means you must designate the type of ballot you wish to vote: Democrat, Republican, or a ballot for the proposals only. Sample ballots will be available on our website and at our office in the next week.

 The Birmingham Museum and Baldwin Public Library will present "Wonder Women of Birmingham", an adult lecture series in honor of the centennial of the 19th Amendment giving women the right to vote. On March 12th, "Early Aviation and the Ferguson Women" will be presented, and on April 9th, the presentation will be "The Three Prindle Sisters who tamed the Wilderness". Both lectures begin at 7:00 PM at the Baldwin Library.

V. CONSENT AGENDA

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

02-243-20 APPROVAL OF CONSENT AGENDA

- A. Resolution approving the amended regular City Commission meeting minutes of January 27, 2020.
- B. Resolution approving the amended City Commission Special meeting minutes of February 1, 2020.
- C. Resolution approving the City Commission regular meeting minutes of February 10, 2020.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated February 12, 2020 in the amount of \$3,329,147.20.

- E. Resolution approving the warrant list, including Automated Clearing House payments, dated February 19, 2020 in the amount of \$384,152.08.
- F. Resolution approving a Special Event permit as requested by the LUNGevity Foundation for the Breathe Deep Michigan 5K Walk & Fun Run to End Lung Cancer event on Saturday, May 30, 2020, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- G. Resolution awarding the Landscape Maintenance Services contract to Superior Scape, Inc. in an amount not to exceed \$66,896.00 per year with a total project cost of \$194,802.00 for a three (3) year period. Funds for this project are available in the following accounts: Property Maintenance; Other Contractual Services #101-441.003-811.0000, Parks; Other Contractual Services #101-751.000- 811.0000, and Major Streets Other Contractual Services #202-449-003-937.0400. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.
- H. Authorize the IT department to purchase the Nutanix extended service agreement from CDWG for a total cost not to exceed \$7,460.00. Funds are available in the Computer Maintenance fund account # 636-228.000-933.0600.
- I. Resolution setting Monday, March 9, 2020 at 7:30 PM to consider the renewal of all existing liquor licenses in the city.
- J. Resolution confirming the City Manager's authorization for the emergency expenditure regarding the repair and replacement of first floor drainage system components at the Pierce Street parking structure in an amount not to exceed \$9,080.00 to be paid to Nelson Brothers Plumbing from the Parking Fund account #585-538.002-977.0000, pursuant to Sec. 2-286 of the City Code.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Longe: To approve the Consent Agenda as presented.

ROLL CALL:	Ayes:	Commissioner Nickita Mayor Pro Tem Longe Commissioner Baller Commissioner Host
	Nays:	None
	Absent:	Commissioner Hoff Commissioner Sherman

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

02-243-20 STREET LIGHT AGREEMENT – MAPLE ROAD RECONSTRUCTION LIMITS City Engineer Fletcher presented this item. Commissioner Nickita asked would the new lamps in this agreement be the same as the lamps being

Commissioner Nickita asked would the new lamps in this agreement be the same as the lamps being used on Old Woodward.

City Engineer Fletcher affirmed that the lamps are the same that are being used on Old Woodward.

City Manager Valentine expressed that the original LEDs that were installed were initially very bright and had to normalize over time; but the internal parts of the lamps were updated and now have consistent illumination. He qualified his statement by suggesting that things could change in the future depending on vendors and past experience.

Commissioner Host asked City Engineer Fletcher about E. Maple not being well lit by streetlights. He assured Commissioner Host that the new lights would be consistent with Downtown; illumination every 40 feet.

Public Comment

• Andrew Haig, 1814 Banbury St., asked was the earlier reference to brightness caused by the K rating of the lights.

MOTION: Motion by Mayor Pro Tem Longe, seconded by Commissioner Nickita:

To approve the street light agreement between the City of Birmingham and DTE Energy Co. regarding the removal, manufacture and installation of 42 street lights within the Maple Road reconstruction limits and to charge those costs to account number 401-901.010-981.0100. Further, directing the Mayor to sign the agreement on behalf of the City.

VOTE:	Ayes,	5
	Nays,	0
	Absent,	2 (Commissioners Hoff and Sherman)

VIII. REMOVED FROM CONSENT AGENDA

None

IX. COMMUNICATIONS

None

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
 - Commissioner Host thanked Lakeview for the comprehensive report presented to the City Commission. He felt it reflected positively on all of the neighborhoods when people get involved.
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Ad Hoc Clerk Selection Committee special meeting minutes of February 12, 2020, and Long Range Planning meeting minutes, submitted by Acting City Clerk Arft.

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 7:43 p.m.

neck Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
271941	*	MISC	AJ SIGNS & INSTALLATION	650.00
271942		009092	AMERICAN CYCLE & FITNESS-ROYAL OAK	1,595.18
271943	*	006759	AT&T	245.78
271944	*	006759	AT&T	172.80
271946		003012	BATTERIES PLUS	60.00
271949	*	008870	KASEY BOEGNER	368.00
271950	*	006177	BULLSEYE TELECOM INC	125.36
271951	*	008658	BWMS-BLUE WATER MGMT INC	330.00
271952		009078	CANON SOLUTIONS AMERICA INC	163.20
271953	*	000444	CDW GOVERNMENT INC	30.52
271954		MISC	CEDAR WORKS INC	100.00
271955		007134	CERTIFIED POWER, INC	959.83
271956		000605	CINTAS CORPORATION	128.61
271956	*	000605	CINTAS CORPORATION	13.64
271957	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,384.48
271959		002668	CONTRACTORS CLOTHING CO	7.01
271960		MISC	CUSTOM CREATIONS HARDSCAPES LL	100.00
271961		009170	DC DENTAL	114.85
271962		008005	DE LAGE LANDEN FINANCIAL SVCS INC	182.44
271963		000233	DEAN SELLERS	2,418.76
271965		005216	DEN-MAN CONTRACTORS INC	800.00
271966		005318	DEWOLF & ASSOCIATES	745.00
271967		009173	DIVITEE LLC	200.00
271968	*	000179	DTE ENERGY	71.72
271969	*	000179	DTE ENERGY	544.53
271970	*	000179	DTE ENERGY	88.72
271971	*	000179	DTE ENERGY	104.36
271972	*	000179	DTE ENERGY	41.99
271973	*	000179	DTE ENERGY	2,091.88
271974	*	000179	DTE ENERGY	41.80
271975	*	000179	DTE ENERGY	3,916.17
271976	*	000179	DTE ENERGY	5,129.68
271977	*	000179	DTE ENERGY	1,525.14
271978	*	000179	DTE ENERGY	5,637.36
271979	*	000179	DTE ENERGY	252.32
271980	*	000179	DTE ENERGY	45.48
271981	*	000179	DTE ENERGY	1,514.30
271982	*	000179	DTE ENERGY	57.76
271983	*	000179	DTE ENERGY	39.95
271984	*	000179	DTE ENERGY	389.71
271986	*	000179	DTE ENERGY	224.00
271987		005322	DTE ENERGY COMPANY	103,138.74

5D

Check Number	Early Release	Vendor #	Vendor	Amount
271989		001495	ETNA SUPPLY	4,230.00
271990		MISC	EUROCRAFT BUILDERS & REMODELER	25.00
271991		000929	CONNIE FOLK	70.15
271992		MISC	G & M GUTTER COMPANY INC	100.00
271994		006384	GEOGRAPHIC INFORMATION SERVICES, IN	455.78
271995	*	004604	GORDON FOOD	286.11
271996		000245	GREAT LAKES POPCORN CO	151.90
271999		MISC	HOME DEPOT USA INC	500.00
272000		008564	JERRY'S TIRE	1,910.96
272001		MISC	JOHN FITZGERALD KACIR	200.00
272002		000347	JOHN R. SPRING & TIRE CENTER INC.	1,989.50
272003	*	006283	K & J VENTILATION	325.00
272004		MISC	K CUSTOM HOME	5,500.00
272005		MISC	KALAJ HOMES LLC	2,400.00
272006		MISC	KEARNS BROTHERS INC	200.00
272007		004088	KGM DISTRIBUTORS INC	347.00
272008		MISC	LAWSON, JEFFREY	100.00
272009		MISC	LMB PROPERTIES LLC	1,400.00
272010	*	001106	MAPERS	300.00
272011		MISC	MAPLE GAS PROPERTY LLC	100.00
272012		MISC	MCCS LLC	100.00
272013		MISC	METRO DETROIT TILE LLC	100.00
272014	*	004663	MGIA-MICHIGAN GREEN INDUSTRY ASSOC.	230.00
272015		009085	MGSE SECURITY LLC	2,120.00
272016		005252	MIAM	75.00
272018	*	007659	MICHIGAN.COM #1008	65.00
272020		000230	MIKE SAVOIE CHEVROLET INC	332.80
272022		MISC	MR ROOF HOLDING CO LLC	100.00
272023		001194	NELSON BROTHERS SEWER	185.00
272024		MISC	NEW HARVEST HOMES INC	500.00
272025		004110	OAKLAND COMMUNITY COLLEGE	600.00
272026		000477	OAKLAND COUNTY	400.08
272027	*	003461	OBSERVER & ECCENTRIC	347.52
272028	*	000481	OFFICE DEPOT INC	694.20
272029		MISC	PCI INDUSTRIES, INC.	500.00
272030		MISC	PELLA WINDOWS & DOORS, INC.	1,000.00
272031		000486	PLANTE & MORAN PLLC	8,425.00
272032		MISC	PLANTHROPIE	300.00
272033		MISC	POWER HOME REMODELING GROUP	200.00
272034		002761	RENAISSANCE MEDIA SOLUTIONS	2,050.00
272035		MISC	RENEWAL BY ANDERSEN	500.00
272036		MISC	ROOF ONE LLC	100.00
272037		000218	ROYAL OAK P.D.Q. LLC	159.66

Check Number	Early Release	Vendor #	Vendor	Amount
272038		002556	CITY OF ROYAL OAK	2,010.47
272039		MISC	RYAN CONSTRUCTION INC	100.00
272040	*	008983	BRENNA SANDLES	341.25
272041		MISC	SCHUSTER CONSTRUCTION	1,000.00
272042		MISC	SIGNARAMA/TROY	200.00
272043		MISC	SIGNS & ENGRAVING INC	200.00
272044		006783	STATE OF MICHIGAN	30.00
272045	*	008507	SUPERFLEET MASTERCARD PROGRAM	286.42
272046		MISC	THORNTON & GROOMS INC.	659.12
272047		008339	TRANSPORTATION IMPROVEMENT ASSOC.	6,825.00
272048	*	000293	VAN DYKE GAS CO.	114.54
272049	*	000158	VERIZON WIRELESS	126.76
272050	*	000158	VERIZON WIRELESS	50.99
272051		006491	VILLAGE AUTOMOTIVE	140.00
272052		000828	WALL STREET JOURNAL, THE	599.88
272053		MISC	WALLSIDE INC	1,000.00
272055		008408	WISS, JANNEY, ELSTNER ASSOC. INC	45,260.90
272056		MISC	WJ CONSTRUCTION LLC	100.00
272057	*	008391	XEROX CORPORATION	99.79
272058	*	006318	FRANK J ZAMBONI CO. INC	463.95
272059		MISC	ZAREMBA & COMPANY	100.00
			SUBTOTAL PAPER CHECK	\$235,135.80
ACH TRANSACI	TON			
2101	*	002284	ABEL ELECTRONICS INC	28.99
2103	*	007345	BEVERLY HILLS ACE	8.96
2104		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	3,450,385.88
2105	*	003282	LISA MARIE BRADLEY	370.50
2106	*	000565	DORNBOS SIGN & SAFETY INC	145.96
2107		009139	DUBOIS CHEMICALS INC	232.00
2108	*	000995	EQUATURE	678.64
2109		001230	FIRE SYSTEMS OF MICHIGAN LLC	112.95
2110	*	007314	FLEIS AND VANDENBRINK ENG. INC	3,417.50
2111		001672	HAYES PRECISION INC	61.00
2113	*	007465	IN-HOUSE VALET INC	6,000.00
2114		007035	INNOVATIVE OFFICE TECHNOLOGY GROUP	570.68
2115		000261	J.H. HART URBAN FORESTRY	13,306.00
2115	*	000261	J.H. HART URBAN FORESTRY	4,026.50
2116	*	003458	JOE'S AUTO PARTS, INC.	287.93
2117	*	005876	KROPF MECHANICAL SERVICE COMPANY	3,338.00
2118	*	005550	LEE & ASSOCIATES CO., INC.	1,274.72
2120		001864	NOWAK & FRAUS ENGINEERS	24,789.00
2121	*	006359	NYE UNIFORM COMPANY	632.50
2122		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,102,029.05

Check Number	Early Release	Vendor #	Vendor	Amount
2123	*	003554	RKA PETROLEUM	11,374.06
2124	*	003785	SIGNS-N-DESIGNS INC	414.00
2125	*	000969	VIGILANTE SECURITY INC	354.00
2126		002974	VILLAGE OF BEVERLY HILLS	114,953.79
2127	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	22.00
			SUBTOTAL ACH TRANSACTION	\$4,738,814.61
			GRAND TOTAL	\$4,973,950.41

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

Mark Sulu

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.

neck Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
272060	*	000855	48TH DISTRICT COURT	100.00
272061	*	000855	48TH DISTRICT COURT	100.00
272062	*	000855	48TH DISTRICT COURT	100.00
272063	*	000855	48TH DISTRICT COURT	200.00
272064	*	000855	48TH DISTRICT COURT	100.00
272065	*	000855	48TH DISTRICT COURT	700.00
272066	*	000855	48TH DISTRICT COURT	100.00
272067	*	000855	48TH DISTRICT COURT	100.00
272068	*	001831	52-3 DISTRICT COURT	2,000.00
272069	*	000146	6TH CIRCUIT COURT	500.00
272070		008175	A-DEPENDABLE MAYTAG	368.43
272071		001206	AMERICAN MIDWEST PAINTING INC	5,825.00
272071	*	001206	AMERICAN MIDWEST PAINTING INC	985.00
272072	*	006759	AT&T	1,876.90
272073	*	007216	AT&T	96.59
272074	*	003703	AT&T MOBILITY	162.65
272075		MISC	B-DRY SYSTEM OF MICHIGAN INC	200.00
272079	*	003839	MATTHEW J. BARTALINO	92.83
272080		MISC	BARTON CONTRACTING INC	500.00
272081		003012	BATTERIES PLUS	10.80
272082		001282	BEAR PACKAGING & SUPPLY INC	458.00
272083	*	008503	BIRDIE IMAGING SUPPLIES, INC	2,480.00
272084		000524	BIRMINGHAM LOCKSMITH	49.70
272085	*	001086	CITY OF BIRMINGHAM	433.93
272087		003526	BOUND TREE MEDICAL, LLC	166.02
272088	*	006953	JACQUELYN BRITO	39.98
272089		000444	CDW GOVERNMENT INC	208.77
272090	*	008540	CERTIFIED LABORATORIES	1,306.02
272091		MISC	CHINOSKI BUILDING GROUP	200.00
272093		002191	COCHRANE SUPPLY AND ENG INC	217.99
272094	*	008955	COMCAST	883.74
272095		007774	COMCAST BUSINESS	1,233.96
272096		000621	COMSOURCE INC	749.04
272097		001367	CONTRACTORS CONNECTION INC	841.50
272098		008512	COOL THREADS EMBROIDERY	1,184.8
272099		008582	CORE & MAIN LP	368.51
272100		007713	DEERE & COMPANY	19,125.40
272101	*	006999	CHRISTOPHER DEMAN	728.01
272102		005216	DEN-MAN CONTRACTORS INC	2,458.88
272103	*	000179	DTE ENERGY	136.84
272104	*	000179	DTE ENERGY	67.27
272105	*	000179	DTE ENERGY	15.49



Check Number	Early Release	Vendor #	Vendor	Amount
272106	*	000179	DTE ENERGY	59.33
272107	*	000179	DTE ENERGY	149.26
272108	*	000179	DTE ENERGY	2,103.47
272109	*	000179	DTE ENERGY	81.47
272110	*	000179	DTE ENERGY	110.87
272111	*	000179	DTE ENERGY	1,987.22
272112	*	000179	DTE ENERGY	51.79
272113	*	000179	DTE ENERGY	1,002.63
272114	*	000179	DTE ENERGY	187.66
272115	*	000179	DTE ENERGY	280.50
272117		MISC	EILEEN KILLIAN	181.96
272118		008034	CITY OF FARMINGTON HILLS	875.00
272120	*	000213	FIRE DEFENSE EQUIP CO INC	107.43
272121	*	007366	FIRST ADVANTAGE OCCUPATIONAL	415.00
272122		006654	FLEETPRIDE INC	39.15
272123		007212	FOSTER BLUE WATER OIL	777.66
272124		002510	GAMCO INVESTORS INC	13,900.00
272125		007172	GARY KNUREK INC	22.00
272126	*	004604	GORDON FOOD	166.74
272127		005103	GORNO FORD, INC.	35,080.00
272128	*	008007	GREAT LAKES WATER AUTHORITY	7,598.24
272129		MISC	GREEN BUILDERS PLUS INC	100.00
272130		001320	HAVEN INC	464.00
272131		007458	HERITAGE - CRYSTAL CLEAN, LLC	2,196.79
272132		MISC	HILLTOP CONTRACTING	200.00
272133	*	001956	HOME DEPOT CREDIT SERVICES	285.38
272134		007423	K/E ELECTRIC SUPPLY	111.40
272135	*	007827	HAILEY R KASPER	189.00
272136		MISC	KEARNS BROTHERS INC	500.00
272137		001406	KIPLINGER LETTER	163.00
272138	*	000362	KROGER COMPANY	31.78
272139		MISC	LA MARCO HOMES LLC	872.17
272140	*	002466	MIKE LABRIOLA	275.00
272141		MISC	LAURA WHITESIDES HOST TRUST	914.78
272142		MISC	LESLIE TIRE	419.80
272143		MISC	LMB PROPERTIES LLC	250.00
272146	*	009121	ALEXANDRA LUDEMAN	162.00
272147		MISC	LUKES, DENISE	100.00
272148		MISC	MACS CONSTRUCTION	500.00
272149		003934	MADISON GENERATOR SERVICE INC	339.95
272150	*	004855	МАМС	650.00
272151		MISC	MARGARET MEADOR	156.77
272152		009176	MICHIGAN APCO	1,275.00

neck Number	Early Release	Vendor #	Vendor	Amount
272153	*	000377	MICHIGAN MUNICIPAL LEAGUE	73.44
272155		000230	MIKE SAVOIE CHEVROLET INC	497.84
272156		008509	MOBILE DUELING PIANOS	750.00
272157		007163	MOBILE HEALTH RESOURCES	2,060.78
272158		MISC	NATIONAL DOOR SYSTEMS, LLC	250.00
272159	*	006723	NEWMIND GROUP, INC	157.80
272160		004110	OAKLAND COMMUNITY COLLEGE	75.00
272161	*	004370	OCCUPATIONAL HEALTH CENTERS	273.00
272163	*	000481	OFFICE DEPOT INC	1,132.58
272164		009151	PARAGON LABORATORIES INC	738.00
272165		009151	PARAGON LABORATORIES INC	533.00
272166		009151	PARAGON LABORATORIES INC	943.00
272167		009151	PARAGON LABORATORIES INC	656.00
272168		MISC	PELLA WINDOWS & DOORS, INC.	1,000.00
272169		002904	PRESTIGE FLAG	551.13
272170	*	001132	PRIMO'S PIZZA	364.00
272171		005660	PUBLIC AGENCY TRAINING COUNCIL	350.00
272172		004137	R & R FIRE TRUCK REPAIR INC	5,959.14
272173	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
272174		003447	RAFT	100.00
272175		MISC	RENEWAL BY ANDERSEN	500.00
272177		MISC	ROBERT BELMONT	28.07
272178	*	MISC	ROCHESTER HILLS TREASURER	50.24
272179		000218	ROYAL OAK P.D.Q. LLC	182.43
272180		MISC	RYAN, DANIEL M	200.00
272181		006590	SECURE DOOR, LLC	901.50
272182		007142	SHERWIN-WILLIAMS COMPANY	576.00
272183		007142	SHERWIN-WILLIAMS COMPANY	245.16
272184		MISC	SIGNARAMA/TROY	100.00
272185		009009	SIGNATURE CLEANING LLC	5,019.00
272187	*	007907	SP+ CORPORATION	4,990.00
272188		000260	SPARTAN DISTRIBUTORS INC	1,370.95
272189		MISC	STONELEIGH CONSTRUCTION LLC	100.00
272190		000256	SUBURBAN BUICK GMC INC	203.89
272191		006749	SUPERIOR SCAPE, INC	3,445.00
272192		MISC	SUREGUARD CONSTRUCTION CO	200.00
272193	*	004355	SYMETRA LIFE INSURANCE COMPANY	35,682.18
272194	*	003173	TIFFANY FLORIST	79.00
272195		008694	TIGERPRESS ADMINISTRATION	1,305.00
272196		008159	TORTOISE CREDIT STRATEGIES, LLC	8,815.31
272197		MISC	TRESNAK CONSTRUCTION INC	100.00
272198		005631	ULTIMATE REEL GRINDING LLC	3,130.00
272199	*	000293	VAN DYKE GAS CO.	95.45

City of Birmingham Warrant List Dated 03/04/2020

Check Number	Early Release	Vendor #	Vendor	Amount
272200		009177	VANDYKE HORN PUBLIC RELATIONS LLC	7,000.00
272201	*	009123	SHARON VANHORNE	219.00
272202	*	000158	VERIZON WIRELESS	650.41
272203	*	000158	VERIZON WIRELESS	967.94
272204	*	000158	VERIZON WIRELESS	152.97
272206		006491	VILLAGE AUTOMOTIVE	33.44
272207		MISC	WALLSIDE INC	1,000.00
272208	*	002171	WEISSMAN'S COSTUMES	4,470.26
272209		009128	WITMER PUBLIC SAFETY GROUP INC	73.58
			SUBTOTAL PAPER CHECK	\$221,187.64
ACH TRANSACTI	ION			
2128	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	35,562.64
2129	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	17,401.36
2130	*	002284	ABEL ELECTRONICS INC	392.00
2132	*	000282	APOLLO FIRE EQUIPMENT	3,482.50
2133	*	007345	BEVERLY HILLS ACE	69.48
2134	*	000157	BOB ADAMS TOWING INC	852.50
2135		003807	DOETSCH INDUSTRIAL SVCS INC	34,574.25
2136	*	000565	DORNBOS SIGN & SAFETY INC	2,961.95
2137	*	000207	EZELL SUPPLY CORPORATION	237.53
2138		001672	HAYES PRECISION INC	42.50
2139		008378	THE HUNTINGTON NATIONAL BANK	114,550.00
2140	*	007870	J.C. EHRLICH CO. INC.	48.00
2141	*	003458	JOE'S AUTO PARTS, INC.	81.00
2142	*	005876	KROPF MECHANICAL SERVICE COMPANY	1,214.00
2143	*	007856	NEXT	500.00
2144		001864	NOWAK & FRAUS ENGINEERS	4,354.00
2145	*	006359	NYE UNIFORM COMPANY	875.70
2146	*	006853	PAUL C SCOTT PLUMBING INC	478.50
2147		008269	PREMIER SAFETY	130.63
2148	*	001181	ROSE PEST SOLUTIONS	160.00
2149		000273	TERMINAL SUPPLY CO.	67.15
2150	*	002037	TOTAL ARMORED CAR SERVICE, INC.	736.27
2151	*	004692	TRANSPARENT WINDOW CLEANING	500.00
2152	*	004887	TRUCK & TRAILER SPECIALTIES INC	316.20
2153	*	003925	WIZBANG PRODUCTS CO	1,653.34

SUBTOTAL ACH TRANSACTION

\$221,241.50

City of Birmingham Warrant List Dated 03/04/2020

Check Number Early Release Vendor # Vendor

Amount

GRAND TOTAL

\$442,429.14

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

Jack Surtu.

Mark Gerber Finance Director/ Treasurer

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



MEMORANDUM

Clerk's Office

DATE:	March 5, 2020
TO:	Joseph A. Valentine, City Manager
FROM:	Cheryl Arft, Acting City Clerk
SUBJECT:	2020 In the Park concerts

INTRODUCTION:

The Department of Public Services submitted a Special Event application to hold the 2020 In the Park Concert series in Shain Park on the following dates. All concerts are held between 7 PM - 9 PM, unless noted otherwise.

Friday, June 12	(BBCC Teen concert)
Wednesday, June 17	
Wednesday, June 24	
Wednesday, July 1	
Wednesday, July 8	
Wednesday, July 15	12-2 pm
Wednesday, July 15	7-9 pm
Wednesday, July 22	
Wednesday, July 29	
Wednesday, August 5	
Wednesday, August 12	12-2 pm
Wednesday, August 12	7-9 pm

Set-up for the events is scheduled for the day of the concert, with tear down to begin the day after the concert.

BACKGROUND:

The Police Department has reviewed the proposed event details prior to submission for street closures and the need for safety personnel and has approved the details. DPS, Planning, Building, Police, Fire, and Engineering have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

The following events occur in June, July and August in Birmingham, and do not pose a conflict for this event:

Farmers Market	Sundays	Lot 6	
Parkinson Foundation 5K	June 6	Seaholm HS neighborhood	&
Movie in Booth Park	June 12, July 17, August 21	Booth Park	
Yoga in the Park	June 22	Shain Park	
Birmingham Cruise	August 15	Downtown area	

LEGAL REVIEW: n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve a special event permit for the 2020 In the Park Concert series to be held on the dates noted above, with set-up to begin on the day of the concert and tear-down will take place the day after the concerts.

ATTACHMENTS:

- 1. Special Event application
- Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on February 24, 2020. Notification addresses are on file in the Clerk's Office.
- 3. City of Birmingham Certificate of Insurance
- 4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the City of Birmingham Department of Public Services for a special event permit to hold the 2020 In the Park Concert series in Shain Park on the dates as 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.

CITY OF BIRMINGHAM APPLICATION FOR SPECIAL EVENT PERMIT PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTLIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICER TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION .

Police Department acknowledgement: _____

I. <u>EVENT DETAILS</u>

- Incomplete applications will not be accepted.
- Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event

FEES:	FIRST TIME EVENT:	\$200.00
	ANNUAL APPLICATION FEE:	\$165.00

(Please print clearly or type)

Date of Application February 10, 2020

Name of Event 2020 City of Birmingham In The Park Concert Series

Detailed Description of Event (attach additional sheet if necessary)

by the City of Birmingham. The evening concerts will be 7pm-9pm on Friday, June 12, 2020;

Wednesday Evenings: 6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 2020 and two concerts during the

the day on 7/15 and 8/12, 2020 from 12pm-2pm.

Location Shain Park (Thomas M. Markus Pavilion)

Date(s) of Event See Above Hours of Event See Above

Date(s) of Set-up Day of the concert Hours of Set-up Day of the concert

NOTE: No set-up to begin before 7:00 AM, per City ordinance.

Date(s) of Tear-down Day after the concert Hours of Tear-down Day after the concert

Organization Sponsoring Event _ City of Birmingham Department of Public Services

Organization Address _____ 851 South Eton, Birmingham, MI 48009

Organization Phone 248-530-1642

Contact Person _____ Connie Folk, Recreation Coordinator

Contact Phone 248-530-1642

Contact Email ____Cfolk@bhamgov.org

II. EVENT INFORMATION

1.	Organization TypeCity of Birmingham
	(city, non-profit, community group, etc.)
2.	Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) <u>TBD</u>
3.	Is the event a fundraiser? YES NO X List beneficiary List expected income Attach information about the beneficiary.
4.	First time event in Birmingham? YES NO X If no, describe City of Birmingham Summer Concert Series has been occuring for many years.
5.	Total number of people expected to attend per day 500 (approximate)
6.	The event will be held on the following City property: (Please list) Street(s)
	Sidewalk(s)
	X Park(s) Shain Park (Thomas M. Markus Pavilion)
7.	Will street closures be required? YES NO X (Police Department acknowledgement <u>prior to submission</u> of application is required) (initial here)
8.	What parking arrangements will be necessary to accommodate attendance? City of Birmingham parking structures, street parking.

9.	Will staff be provided to assist with safety, security and maintenance? YES $\begin{bmatrix} x \\ x \end{bmatrix}$ NO $\begin{bmatrix} x \\ x \end{bmatrix}$ If yes, please provide number of staff to be provided and any specialized training received.
	Describe Cityof Birmingham representative will be present for each concert.
10.	Will the event require safety personnel (police, fire, paramedics)? YES NO X (Police Department acknowledgement prior to submission of application is required.) (initial here) Describe
11.	Will alcoholic beverages be served? YES \square NO \boxed{x} If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.
12.	Will music be provided? YES x NO xxxx Live xxxx Amplification
13.	Will there be signage in the area of the event? YES X NO Number of signs/banners Sponsor banner Size of signs/banners 48" x 90" Submit a photo/drawing of the sign(s). A sign permit is required.
14.	 Will food/beverages/merchandise be sold? YES NO Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks prior to the event. You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact <u>ehclerk@oakgov.com</u> or 248-535-9612 to ehtein Health Department energy
	 obtain Health Department approval. There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

LIST OF VENDORS/PEDDLERS (attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK- UP REQUIRED?	ELECTRIC REQUIRED?
TBD			
· · · · · · · · · · · · · · · · · · ·			·····

III. <u>EVENT LAYOUT</u>

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area
- 1. Will the event require the use of any of the following municipal equipment? *(show location of each on map)*

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities	# of vendors	Varies	Charges according to final requirements
(electric)	requiring utilities		of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic	# to be determined by		· · · · · · · · · · · · · · · · · · ·
Cones / Barricades	the Police Department.		

2. Will the following be constructed or located in the area of the event? YES NO *(show location of each on map)* NOTE: Stakes are not allowed.

ТҮРЕ	QUANTITY	SIZE	
Tents/Canopies/Awnings			
(A permit is required for tents over 120 sq ft)			
Portable Toilets	2	(1) standard/(1) handicap	
Rides			
Displays	····		
Vendors			
Temporary Structure (must attach a photo)			
Other (describe)			

SIGNATURE OF APPLICANT REQUIRED

 EVENT NAME
 City of Birmingham In The Park Concert Series

 EVENT DATE
 6/12, 6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 2020

The Birmingham City Commission shall have sole and complete discretion in deciding whether to issue a permit. Nothing contained in the City Code shall be construed to require the City Commission to issue a permit to an applicant and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.

Connie Folk

Signature

2/10/2020

Date

IV. SAMPLE LETTER TO NOTIFY ANY AFFECTED PROPERTY/BUSINESS OWNERS

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. *(Sample letter attached to this application.)*
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: February 24, 2020

TO:

Residential Property or Business Owner

Address

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City commission will consider our request so that an opportunity exists for comments prior to this approval.

EVENT INFORMATION

 NAME OF EVENT:
 City of Birmingham In The Park Summer Concerts

 LOCATION:
 Shain Park (Thomas M. Markus Pavilion)

 DATE(S) OF EVENT
 See below

 HOURS OF EVENT
 After concerts

 BRIEF DESCRIPTION OF EVENT/ACTIVITY:
 Summer Concerts held on

 6/12, 6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 2020

 DATE(S) OF SET-UP
 Day of concert

 HOURS OF SET-UP
 Day of concert

 HOURS OF TEAR-DOWN
 After concert

 HOURS OF TEAR-DOWN
 After concert

 DATE OF CITY COMMISSION MEETING:
 Monday, March 9, 2020

The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: City of Birmingham Department of Public Services

ADDRESS: __851 South Eton, Birmingham, MI 48009_____

PHONE: 248-530-1642

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Connie Folk, 248-530-1642

A map showing street closures must be attached.



SPECIAL EVENT NOTIFICATION

TO ALL PROPERTY/BUSINESS OWNERS

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City Commission will consider our request so that an opportunity exists for comments prior to this approval.

NAME OF EVENT: In The Park Summer Concerts LOCATION: Shain Park (Thomas M. Markus Pavilion) DATES/TIMES: BBCC YAB's Teen Summer Concert, Friday, 6/12/20, 7pm-9pm Wednesday afternoon: (7/15, 8/12, 2020) 12:00 pm -2:00 pm Wednesday evenings: (6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 2020) 7:00 pm -9:00 pm DATE/TIME OF CITY COMMISSION MEETING: Monday, March 9, 2020 at 7:30 PM

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SPECIAL EVENT NOTIFICATION

TO ALL PROPERTY/BUSINESS OWNERS

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LOCATION: DATES/TIMES:

NAME OF EVENT: In The Park Summer Concerts Shain Park (Thomas M. Markus Pavilion) BBCC YAB's Teen Summer Concert, Friday, 6/12/20, 7pm-9pm

Wednesday afternoon: (7/15, 8/12, 2020) 12:00 pm -2:00 pm Wednesday evenings: (6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 2020) 7:00 pm -9:00 pm

DATE/TIME OF CITY COMMISSION MEETING: Monday, March 9, 2020 at 7:30 PM

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City Contact Person: Connie Folk, 248.530.1642, Cfolk@bhamgov.org TO BUILDING MANAGERS CONTAINING MORE THAN ONE UNIT: PLEASE POST THIS NOTICE AT THE MAIN ENTRANCE TO YOUR BUILDING.



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NAME OF EVENT: In The Park Summer Concerts

LOCATION: DATES/TIMES:

Shain Park (Thomas M. Markus Pavilion)

BBCC YAB's Teen Summer Concert, Friday, 6/12/20, 7pm-9pm Wednesday afternoon: (7/15, 8/12, 2020) 12:00 pm -2:00 pm Wednesday evenings: (6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5,

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851 South Eton, Birmingham, MI 48009

City Contact Person: Connie Folk, 248.530.1642, Cfolk@bhamgov.org TO BUILDING MANAGERS CONTAINING MORE THAN ONE UNIT:

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SPECIAL EVENT NOTIFICATION

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NAME OF EVENT: In The Park Summer Concerts LOCATION:

Shain Park (Thomas M. Markus Pavilion)

DATES/TIMES: BBCC YAB's Teen Summer Concert, Friday, 6/12/20, 7pm-9pm

Wednesday afternoon: (7/15, 8/12, 2020) 12:00 pm -2:00 pm Wednesday evenings: (6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 2020) 7:00 pm -9:00 pm

DATE/TIME OF CITY COMMISSION MEETING:

Monday, March 9, 2020 at 7:30 PM

The City Commission meets in room 205 of the Municipal Building at 151 Martin. A complete copy of the application to hold this special event is available for your review at the City Clerk's office (248/530,1880),

EVENT ORGANIZER: City of Birmingham, DPS

851 South Eton, Birmingham, MI 48009 City Contact Person: Connie Folk, 248.530.1642, Cfolk@bhamgov.org TO BUILDING MANAGERS CONTAINING MORE THAN ONE UNIT: PLEASE POST THIS NOTICE AT THE MAIN ENTRANCE TO YOUR BUILDING.

DEPARTMENT APPROVALS

EVENT NAME: IN THE PARK CONCERTS

LICENSE NUMBER <u>#20-00011787</u>

COMMISSION HEARING DATE: MARCH 9, 2020

NOTE TO STAFF: Please submit approval by FEB 29, 2020

DATE OF EVENT: WEEKLY, JUNE 12 THROUGH AUGUST 12

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	BC	No comment	None	\$0	
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No Building Department involvement		\$0	
FIRE 101-000.000-634.0004 248.530.1900	JMC			\$0	
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty personnel to provide extra patrol. 2 officers assigned to Battle of the Bands.		\$300	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird 2/18/2020	Includes set-up and take down for concerts. And (1) staff member at each concert.		\$8,500	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	No Comments – No Engineering Involvement	None	\$0	\$0
SP+ PARKING					

INSURANCE 248.530.1807	City event		None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters mailed by applicant on than Feb 10. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than (city event).	Applications for vendors license must be submitted no later than 5/28/2020.	\$165	
				TOTAL DEPOSIT REQUIRED \$8,965.00	ACTUAL COST

FOR CLERK'S OFFICE USE				
Deposit paid				
Actual Cost				
Due/Refund				

Rev. 3/5/20 h:\shared\special events\- general information\approval page.doc

City of	Birmingham	MEMORANDUM		
		Department of Public Services		
DATE:	February 28, 2020			
TO:	Joseph A. Valentine, City	Manager		
FROM:	Lauren A. Wood, Directo	Lauren A. Wood, Director of Public Services		
SUBJECT:	Woodward Avenue Mowi	ng Contract Renewal with MDOT		

INTRODUCTION:

This serves as a renewal of the contract executed between the City of Birmingham and the Michigan Department of Transportation (MDOT) for the City to perform maintenance along the median on Woodward Avenue.

As the result of entering into this contract with MDOT, the City of Birmingham is responsible for the maintenance along the median on Woodward Avenue. The City of Birmingham began performing such services in 2009, which included these added duties by our contractor mowing Woodward Avenue between 14 Mile and 16 Mile. We have been mowing this median on a regular basis at about 30 cuts per season.

The new contract term is October 1, 2019 to September 30, 2024. MDOT reimbursement to the City of Birmingham for mowing Woodward Avenue is for twelve (12) cuts per mowing season.

BACKGROUND:

Dating back to 2009, MDOT was not cutting with frequency Woodward Avenue, due to a variety of factors. The City of Birmingham wanted Woodward Avenue looking as best as possible and began cutting the grass. Later, it was mutually agreed upon to enter into this existing maintenance contract between both parties. This is not unlike other arrangements with communities along the Woodward Avenue corridor.

This Contract is the same as previously approved. The MDOT Maintenance Contract is limited to ground maintenance consisting of litter pickup, mowing and trimming of curbs, walls, islands, ditches and other fixed objects within the mowing limits. MDOT will only compensate the City up to 12 cycles of ground maintenance for each season. The total reimbursement to Birmingham from MDOT is approximately \$3,000. This does fluctuate depending on the lawn mowing per cut contract amount.

You will note several sections marked as N/A or not applicable as part of this Contract. This is due to the limited scope of work the City will be performing on Woodward Avenue. The Contract will be effective October 1, 2019 through September 30, 2024. All Municipality contracts are for 5 years.

Over the years, the City of Birmingham has been involved in a partnership with MDOT for tree planting along Woodward Avenue. MDOT does reimburse the City a portion of the total costs for the tree planting projects during the past several years. Often up to 50% or \$15,000 as it was toward the last planting project. This has been an ongoing arrangement that has been very successful for the City of Birmingham to reforest Woodward Avenue with a beautiful variety of trees.

LEGAL REVIEW:

The City Attorney has reviewed and approved this entire Contract.

FISCAL IMPACT:

This Contract does impact the budget by the dollar amount differential between what is reimbursed by MDOT and what the total cost is to cut Woodward Avenue by the City Contractor. The City pays an additional dollar amount of about \$3,500 each year for this work.

PUBLIC COMMUNICATIONS:

This does not apply for this project.

SUMMARY:

The Department of Public Services recommends approving the State Trunkline Maintenance Contract for Woodward Avenue between Michigan Department of Transportation (MDOT) and the City of Birmingham for ground maintenance only for a term of October 1, 2019 through September 30, 2024. Funds are available from the Property Maintenance – Other Contractual Services account #101-441.003-811.0000 for this work.

ATTACHMENTS:

Attached you will find the proposed State Trunkline Maintenance Contract between MDOT and the City of Birmingham and a copy of the Certificate of Insurance.

SUGGESTED RESOLUTION:

To approve the State Trunkline Maintenance Contract for Woodward Avenue between Michigan Department of Transportation (MDOT) and the City of Birmingham for ground maintenance only for a term of October 1, 2019 through September 30, 2024. Further, to authorize the Mayor and City Clerk to sign the Contract.

CONTRACT NO. REGION: AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION

STATE TRUNKLINE MAINTENANCE CONTRACT

This Contract, made and entered into this date of ______, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
 - 1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 - 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 - 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
 - 1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

- 2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.
- 3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	 \$500,000 each occurrence
	 \$500,000 each aggregate
Property Damage	 \$250,000 each occurrence
	 \$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

Michigan Department of Transportation

C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates _______as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

Section 5. SUPERVISION

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets):_____

Signal/Electrical Superintendent:_____

Storm Sewer Superintendent:_____

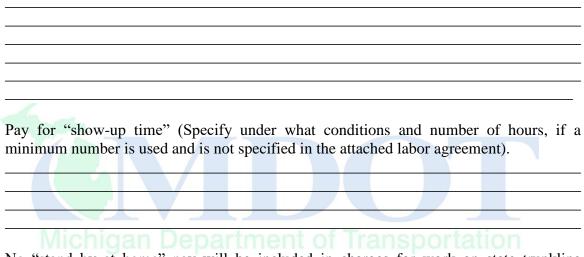
Other (Specify):_____

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

Section 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).



No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

ITEM KIND	ITEM LOCATION	PRICE <u>UNIT</u>	PRICE <u>INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

Item Kind

- 1. Processing/or Mixing Costs
- 2. Stockpiling/or Hauling to Stockpile Costs

Item Locations 1. Pit Site 2. Yard 3. Other (Describe)

- 3. Royalty Costs
- 4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
- 5. Winter Sand
- 6. Bituminous Costs
- 7. Other (Describe)

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

Michigan Department of Transportation

Section 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

Michigan Department of Transportation

The subcontract solicitation and approval process will be as follows:

- A. <u>Subcontracts \$24,999 or less:</u> The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- **B.** <u>Subcontracts \$25,000 or greater:</u> The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

Section 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

Section 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General Division Chief Transportation Division Van Wagoner Building - 4th Floor 425 West Ottawa Street P.O. BOX 30050 Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq*.

SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:

1. <u>Bulk Items (measured by volume or weight)</u>:

The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. <u>Non-Bulk Items (measured by area or count)</u>:

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

SECTION 23: RECORDS TO BE KEPT

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 - 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 - 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

- 3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

- 1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
- 2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- 3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- 4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
 - 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
 - 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
 - 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
 - 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.
- This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy. Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2019 through September 30, 2024.

SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT

A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

SECTION 31: AUTHORIZED SIGNATURE(S)

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



MICHIGAN DEPARTMENT OF TRANSPORTATION

BY:

TITLE: MDOT Director

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

ANNUAL WORK PLAN: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

BUDGET/FIELD ACTIVITY BUDGET: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

CHEMICAL STORAGE FACILITIES: Bulk salt storage buildings.

COMPONENTS OF AN ANNUAL WORK PLAN: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

MDOT APPEAL PANEL: A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

EQUIPMENT SPECIFICATIONS AND RENTALS: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

MICHIGAN STATE TRANSPORTATION COMMISSION: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

OFFICE OF COMMISSION AUDIT (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

REGION ENGINEER: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

RESPONSE: A written explanation as to any questioned item of expense

SCHEDULE C EQUIPMENT RENTAL RATES: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

SMALL HAND TOOLS: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

STATE ADMINISTRATIVE BOARD: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

STATE TRUNKLINE HIGHWAY: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

WINTER MAINTENANCE: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (See winter maintenance patrol above)

1490: Other winter maintenance (Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends)

This work includes all material costs required to conduct work under the above activity codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2019, through September 30, 2024

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000	11.00	.50	11.50
\$25,001 to \$50,000	10.25	.50	10.75
\$50,001 to \$75,000	9.50	.50	10.00
\$75,001 to \$100,000	8.75	.50	9.25
\$100,001 and over	8.00	.50	8.50

APPENDIX C PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD RESOLUTION 2017-2 PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS AND RECISSION OF RESOLUTION 2011-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.

2. A contract for professional design, engineering or consulting services requiring MDOT pregualification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.

3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.

4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective _______, 2017.

APPROVED State Administrative Board

APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS,

EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
• Region Engineer approval required prior to start of work.	\$499,999 or less	Not required
• Form 426 must be signed by the Region Engineer.		Note: Emergency contracts \$250,000 or greater require SAB approval.
• Documentation of amendment is required by the Municipality.	\$500,000 or greater	Required prior to the start of work
• Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.		Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

April 25, 2017



GRETCHEN WHITMER GOVERNOR STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION Lansing

PAUL C. AJEGBA DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name Address Contact Person, Title

RE: Clarification of State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear ____:

This Letter of Understanding is in follow up to our recent meeting held on ______ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name Maintenance Engineer MDOT ____TSC

APPROVED BY:

City of ______ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Date _____

Region Engineer Michigan Department of Transportation

APPENDIX G

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"*High Priority*" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"*Routine/Preventive*" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy Facility Utilities Freeway Lighting Energy Operation of Pump Houses **Operation of Movable Bridges** Auto Liability Insurance (county contracts) Supervision (county contracts) Roadway Inspection (minimum acceptable level- county contracts) **Billable Construction Permits Equipment Repair and Servicing** Fuel Critical Surface Maintenance Critical Guardrail Repair **Critical Sign Replacement** Critical Drainage Repair Critical Traffic Signal Repair Critical Freeway Lighting Repair Critical Response to Traffic Incidents (to assist in traffic control, facility restoration) Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges Critical Pump House Maintenance Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½") Critical Impact Attenuator Repair Clear Vision Area Mowing Removal of Large Debris and Dead Animals (from the traveled portion of the roadway) Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance High Priority Guardrail Repair High Priority Sign Replacement High Priority Drainage Repair High Priority ROW Fence Repair High Priority Shoulder Maintenance High Priority Structural Maintenance Adopt-A-Highway Youth Corps in designated urban areas Mowing (First Cycle) Freeway Slope Mowing in designated urban areas Litter Pickup in designated urban areas Graffiti Removal in designated urban areas Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles) Brushing Sweeping, beyond critical drainage areas Litter Pickup, outside designated urban areas Graffiti Removal, outside designated urban areas Routine/Preventive Surface Maintenance Routine/Preventive Guardrail Repair Routine/Preventive Sign Replacement Routine/Preventive Drainage Repair Routine/Preventive Shoulder Maintenance Routine/Preventive Structural Maintenance Routine/Preventive Pump House Maintenance Routine/Preventive Traffic Signal Maintenance Youth Corps outside of designate urban areas Non-motorized path maintenance Michigan Department of Transportation 0428 (02/01)

CERTIFICATE OF INSURANCE FOR STATE HIGHWAY MAINTENANCE CONTRACT

DISTRIBUTION: Original - Maintenance Div. Copy - Insured Party Copy - Insurance Agency Copy - Insurance Company

Information required by MDOT to report insurance coverage.

insurance for limits of liability as indicated, herein, has been procured by and furnished in behalf of the named insured. NAME OF INSURED ADDRESS							
City of Birr	151 Martin St., PO Box 3001, , Birmingham, MI 48012-3001						
		TYPE OF IN	SURANCE				
		EFFECTIVE	EVDIDATION	COVER	* LIN	IITS OF LIABII	_ITY
INSURANCE	POLICY NO.			AGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
Automobile Liability Insurance with respect to owned, hired		7/1/2019	7/1/2020	B. 1.	\$10,000,000	CSL	
and non-owned automobiles.	WIVIL001444018		// 1/2020	P. D.			
The subscribing company agrees that the policy referred to herein shall not be changed or cancelled until thirty (30) days written notice has been given to the MICHIGAN DEPARTMENT OF TRANSPORTATION, Lansing, Michigan.							
INSURANCE COMPANY ADDRESS							
Michigan Mur	Liability and Property Pool P.O. Box 2054, Southfield, MI 48037-2054						
AUTHORIZED REPRESENTATIV	'E SIGNATURE (Do not stamp.)				DATE		
Jusitha. Then	·					6/18/2019	

* This limits of liability shall be no less than \$250,000 each person and \$500,000 each accident for Bodily Injury.

City of Birmingham			
	A manade Commany		
DATE:	February 28, 2020		

MEMORANDUM

Department of Public Services

SUBJECT:	Woodward Avenue Landscape Enhancements and Maintenance
FROM:	Lauren A. Wood, Director of Public Services Carrie A. Laird, Parks and Recreation Manager
TO:	Joseph A. Valentine, City Manager
DATE:	February 28, 2020

INTRODUCTION:

The City of Birmingham Department of Public Services requested proposals from professional firms to perform the reconfiguration and rejuvenation of the landscape beds located on Woodward Avenue in the center median between Oakland Avenue and Brown, including site preparation and installation of new plant materials as described in the attached landscape plan. The Request for Proposal (RFP) also includes a price for maintenance in this area for a period of two (2) years. This project also includes a new circular plant bed at the new sidewalk at Oak Street in the center median.

BACKGROUND:

Woodward Avenue median islands between Oakland and Brown were developed as part of an aesthetic enhancement to Birmingham in 2000. As the landscaping has aged over the years, modification of certain components has occurred, such as irrigation improvements in 2006 and 2011, and periodic removal of overgrown grasses and replacement of plant material with perennials.

In 2018, the City of Birmingham engaged Nowak and Fraus to design a landscape plan for this area due to the aging plant material and need for an improved appearance. The Architectural Review Committee (ARC) approved this landscape plan at their April 16, 2018 meeting. This project was then budgeted for development during the 2019-2020 budget. Nowak and Fraus modified the plan in late 2019 to include the new circle planting bed at Oak next to the new sidewalk as part of this project. Plant material at Oak will mirror the landscaping in the area between Oakland and Brown.

The RFP was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system. On February 4, 2020, the City of Birmingham opened sealed proposals for the landscape improvements according to design and to perform the annual maintenance of Woodward Avenue Median between Oakland and Brown. Three (3) bidders responded with the results displayed in the table below.

Company	Proposed Cost (Build and Maintain for 2 years)
Superior Scape, Inc.	\$127,714.00
W.H. Canon	\$155,500.00
Sherman Nursery Farms	\$213,783.31

The scope of work includes constructing the landscape beds as designed per the approved plans, spring and fall cleanup, mulch supply and installation, maintaining beds bi-weekly, keeping beds weed free, deadheading and perennial upkeep.

LEGAL REVIEW:

The City Attorney has completed a review of this contract agreement and approved with signature.

FISCAL IMPACT:

The cost for Woodward Median Landscape Enhancements is \$127,714.00, which includes two years of maintenance. The cost of the build is \$107,377 and maintenance costs total \$20,337 for 2 years. This project was included in the 2019-2020 approved budget as a Capital Project. Funds are available from the Capital Projects fund account #401-441.003-981.0100 in the amount of \$85,000.00 and the Property Maintenance; Other Contractual Services acct # 101-441.003-811.0000 in the amount of \$22,377.00 for a total project cost of \$107,377.00 for fiscal year 2019-2020. The remaining costs for maintenance will be designated in upcoming budgets 2020-2021 and 2021-2022 accordingly.

PUBLIC COMMUNICATIONS:

This does not apply for this project.

SUMMARY:

The Department of Public Services recommends awarding the Woodward Avenue Landscape Enhancements and Maintenance contract to Superior Scape, Inc. Superior Scape has completed projects for the City in the past including landscape maintenance services for the City of Birmingham for the past two (2) years and are under contract with the City for the next three (3) years. The City is satisfied with their performance, personnel qualifications and quality of work.

Funds are available from the Capital Projects fund account #401-441.003-981.0100 for \$85,000.00 and from the Property Maintenance; Other Contractual Services acct #101-441.003-811.0000 for \$22,377.00 at a total project cost of \$107,377.00 for fiscal year 2019-2020. The remaining costs for maintenance will be designated under the Property Maintenance, Other Contractual Services account in upcoming budgets 2020-2021 and 2021-2022 accordingly.

ATTACHMENTS:

The Agreement including the required Insurance Certificate, Landscape Plan, Bidder's Agreement, Cost Proposal, Site Visit, and Iran Sanctions Act Vendor Certification Form are included herein.

SUGGESTED RESOLUTION:

To award the Woodward Avenue Landscape Enhancements and Maintenance contract to Superior Scape, Inc. in an amount not to exceed \$127,714.00. Funds are available from the Capital Projects fund account #401-441.003-981.0100 in the amount of \$85,000.00 and from the Property Maintenance; Other Contractual Services acct #101-441.003-811.0000 in the amount of \$22,377.00 for a total project cost of \$107,377 for fiscal year 2019-2020. 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 Woodward Avenue Landscaping Enhancements and Maintenance

This AGREEMENT, made this ______day of ______, 2020, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and <u>Superior Stope (w</u>;, having its principal office at <u>51989 Schoenherr</u>, <u>Suby Twp</u> (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to improve the landscaping in the Woodward Avenue median (from Oakland Avenue to south of Brown St, and at Oak Ave), 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 improve the landscaping in the Woodward Avenue median (from Oakland Avenue to south of Brown St., and one median island at Oak Ave).

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 improve the landscaping in the Woodward Avenue median (from Oakland Avenue to south of Brown St and at Oak Ave), the Contractor's cost proposal dated <u>Fehnon</u>, 2020 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.

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.

12.12

- 6 a

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 applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

1.1

6.6

<u>For Non-Sole Proprietorships</u>: 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.

<u>For Sole Proprietorships</u>: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

- B. <u>Commercial General Liability Insurance</u>: 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. <u>Motor Vehicle Liability</u>: 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. <u>Additional Insured</u>: 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.

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E. <u>Professional Liability</u>: 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.

સંદુધના છેલા

- F. <u>Pollution Liability Insurance</u>: 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. <u>Owners Contractors Protective Liability</u>: 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.
- H. <u>Cancellation Notice</u>: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. <u>Proof of Insurance Coverage</u>: 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;
 - 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. <u>Coverage Expiration</u>: 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. <u>Maintaining Insurance</u>: 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:

Department of Public Services	CONTRACTOR:
Attn: Brendan McGaughey 851 S. Eton St. Birmingham, MI 48009	SUPERIOR SCAPE
bmcgaughey@bhamgov.org 248-530-1715	51989 SUNCEN HERE PO SHELBY TWP MI 48315

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. <u>FAIR PROCUREMENT OPPORTUNITY</u>: 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:

rustina Stafford

CONTRACTOR
By: leving
Its: President

CITY OF BIRMINGHAM

By:

Pierre Boutros Its: Mayor

By: Cheryl Arft Its: Acting City Cla

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

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

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Approved: Kamen Wood

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

Timothy J.Curvier, City Attorney (Approved as to form)

ATTACHMENT B - BIDDER'S AGREEMENT For Woodward Avenue Landscaping Enhancements and Maintenance

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 items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

bus chikovila	(EB 3, 2020
PREPARED BY	DATE
(Print Name)	
LAND GLAPE ETE OU FIVE	FEB 3,2020
TITLE	DATE
Sin Juckerrick	GENCKEVILH & SUPERIORSCAPE. Um
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
SUPERIOR SCAPE	
COMPANY	DEFILE 586.739-9630
51989 SCHOEN MERT ROAD	5 HELBY TWP M1 48315 CER 810. 444 - 2544
ADDRESS	PHONE
SUPERIUR SCAPE	584-739-9430
NAME OF PARENT COMPANY	PHONE
51989 SCHEEN MERT RD SH	IEBY TINP Mi 48315
ADDRESS	

ATTACHMENT C - COST PROPOSAL For Woodward Avenue Landscaping Enhancements and Maintenance

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

The proposal price shall include all work associated with the supply and install of all new plant material and related work in the Woodward "Enhanced" Median and at oak Avenue, Birmingham, Michigan 48009, as depicted in Bid Document "Woodward Site Plans." It is required that the unit cost breakdown section be completed for internal use of the Department of Public Services. The City of Birmingham reserves the right to delete or add sections of work as deemed in the best interests of the City, due to budgetary limitations as applicable.

BOTANICAL	COMMON NAME	QTY	SIZE		
Achillea millefoilum	"Oertel's Rose" Yarrow	64 EA	1 gal.	\$ 11.10	\$ 704.00
Asclepias tuberosa	Butterfly Milkweed	2,162 EA	1 gal.	\$ 15.00	\$ 32,430.00
Deutzia gracilis 'Nikko'	Slender Deutzia	154 EA	2 gal.	\$ 37.10	\$ 4.928.00
Diervilla Ionicera (dwarf)	"Michigan Sunset" Honeysuckle	98 EA	2 gal.	\$ 31.00	\$ 3038.00
Eupatorium rugosum	"Chocolate" Boneset	144 EA	2 gal.	\$ 12-00	\$ 1,728 00
Hydrangea paniculata 'Bobo'	"Bobo" Hydrangea	21 EA	5 gal.	\$ 67.00	\$ 1.407.00
Lavandula angustifolia	"Munstead" Lavender	61 EA	2 gal.	\$ 11.10	\$ 671-00
Liriope spicata	Creeping Liriope	514 EA	1 gal.	\$ 11.00	\$ 5,654.00
Mahonia aquifolia 'Compacta'	Compact Oregon Grape Holly	77 EA	5 gal.	\$ 49.00	\$ 7.4.23-00
Paeonia "Paul M. Wild"	"Paul M. Wild" Double Peony	176 EA	2 gal.	\$ 52.00	\$ 9,152.00
Sedum "Autumn Joy"	"Autumn Joy" Sedum	542 EA	1 gal.	\$ 12.00	\$ 5,962.00

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Sesleria autumnalis	Autumn Moor Grass	54 EA	2 gal.	\$ 12.00	\$ 645.02
MISC.					
2° Brown, Double- shredded hardwood mulch	Double-shredded	193 EA	Cubic Yard	\$ 54.00	\$ 10,808.00
Removal and disposal of debris	Existing plant material, etc.	<u></u>	Cubic Yard	\$ 85-00	\$ Le,685.00
2020 Annual Plantings (flats provided by City)	Based on 48x count flats planted 4 per sq. ft and 6" on center.	176 EA	Labor per flat	\$ 1200	\$ 2,112.00
2021 Annual Plantings (flats provided by City)	Based on 48x count flats planted 4 per sq. ft and 6" on center.	176 EA	Labor per flat	\$ 12.00	\$ 2,112.08
2020 Maintenance Proposal	See scope of work				\$ \$433.00
2021 Maintenance Proposal	See scope of work			:	\$ 11,904.00

117 67

TRAFFIC CONTROL

1350,00

10,105.00

PLANT MIX

1.4

MIERMATE # I BRICK PAVER BED BONDER \$ 9,744.00

IF DESIDED ADD TO TAME

Firm Name SUPERIDE SCAPE

Authorized signature Ann Muthmut Date FEB 3, 2020

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ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM For Woodward Avenue Landscaping Enhancements and Maintenance

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.

bus culocivilit	FEB 3, 2026
PREPARED BY	DATE
(Print Name) 👘 👘	Na la
LAMPSCAPE EXECUTIVE	PEB 3, 2020
TITLE	DATE
your luchimit	ECHIKOVICH & SUPERVIZ SCAPE. 400
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
SUPEFIOR SLAPE	
COMPANY	X
51989 SCHOEN HETER PD SHELBY TIM	M1 48315 584 - 739-9430
ADDRESS	PHONE
SUPERING SCAPE	584 - 739 - 9630
NAME OF PARENT COMPANY	PHONE
51989 SCHEEN HERR RO SHELL ADDRESS	BY TWP M1 48315
38 - 284 8	8225
TAXPAYER I.D.#	

ATTACHMENT E – PROJECT TIMELINE For Woodward Avenue Landscaping Enhancements and Maintenance

COMPLETION DATE: June 5th, 2020

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

It is mandatory that the entire project is completed on or before June 5th, 2020

- (V) Our company can meet the completion date. STAP PRODECT MID APRIL, 10-15 WARKING DAYS TO COMPLETE
- () Our company cannot meet the completion date but offers:

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

1

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/2020

					_			-	02	2/11/2020	
C B	HIS CERTIFICATE IS ISSUED AS A MAT ERTIFICATE DOES NOT AFFIRMATIVE IELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND	LY O ANCE	r ne E doe	GATIVELY AMEND, EXTEN ES NOT CONSTITUTE A CO	ND OR	ALTER THE C	OVERAGE	FFORDED BY THE POLI	CIES		
IN	MPORTANT: If the certificate holder is :	an Al	DDITI	ONAL INSURED, the polic	y(ies) n	nust have AD	DITIONAL IN	ISURED provisions or be	endor	sed.	
If	SUBROGATION IS WAIVED, subject to his certificate does not confer rights to	the	terms	and conditions of the po	licy, ce	rtain policies					
_	DUCER				CONTAC		ide				
	Whims Insurance Agency				NAME: PHONE	(248) 66		FAX	(248) (651-3992	
	2 Main Street				E-MAIL	ERD:	vhimsinsurand	(A/C, No):	(240)	101-0002	
	te 200				ADDRE:	33. ·					
Rochester MI 48307					INSURER(S) AFFORDING COVERAGE					NAIC #	
_				IVII 40307	INSURE	RA: ENICINS	urance Compa	inies			
INSU	JRED				INSURE	R 6 :					
					INSURE	NSURER C :					
	51989 Schoenherr Rd				INSURE	RD:					
					INSURE	RE:					
	Shelby Twp	_		MI 48315	INSURE	RF:					
_				NUMBER: CL193152221				REVISION NUMBER:			
IN CI	HIS IS TO CERTIFY THAT THE POLICIES OF I IDICATED. NOTWITHSTANDING ANY REQUI IERTIFICATE MAY BE ISSUED OR MAY PERTA XCLUSIONS AND CONDITIONS OF SUCH PO	RÉMÉ NN, TI	NT, TE He ins	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTRA E POLICI	CT OR OTHER ES DESCRIBEI ED BY PAID CL	DOCUMENT	WITH RESPECT TO WHICH T	HIS		
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
								EACH OCCURRENCE	s 1,00	0,000	
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,	000	
	Contactual Liability							MED EXP (Any one person)	s 10,0	00	
A		Y		6D01464		03/08/2019	03/08/2020	PERSONAL & ADV INJURY	s 1,00	0,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,00	0,000	
	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$ 3,00	0,000	
	OTHER:		ļ					Employee Benefits	\$ 1,00	0,000	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000	
	ANY AUTO							BODILY INJURY (Per person)	\$		
A	OWNED AUTOS ONLY	Y		6E01464		03/08/2019	03/08/2020	BODILY INJURY (Per accident)	\$		
	HIRED NON-OWNED							PROPERTY DAMAGE	\$ 1,00	0	
								(Per accident) Collision- BROAD	\$		
						_		EACH OCCURRENCE	s 3,00	0,000	
A	EXCESS LIAB CLAIMS-MADE			6J01464		03/08/2019	03/08/2020	AGGREGATE	*	0,000	
								AGGREGAIE	5		
	WORKERS COMPENSATION							PER OTH- STATUTE ER			
	AND EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	5		
	OFFICER/MEMBER EXCLUDED?	N/A							5		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE + EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	-		
								ELL DISEASE - POLICY LIMIT Each Occurrence	<u>\$</u> 1.00	0,000	
A	Errors & Omissions Liability			6X01464		03/08/2019	03/08/2020	Aggregate		0,000	
								\$1,000 ded	.,		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	91. Additional Remarks Schedule.	may be at	tached if more so	ace is required)				
Cov re: V The inclu	verage as defined in policies. Woodward Avenue Landscaping Enhancmen e City of birmingham including all elected & aj uding employees & volunteers thereof, are A ompleted operations. 10 day written cancella	its an ppoin dditio	d Mair ted off nal In:	nteance ficers, employees, volunteers, sureds re: General Liability & /	, all boar	ds, commissio	ns and/or auth	orilies and board members, butory basis including produc	cts	2	
CEF	RTIFICATE HOLDER				CANC	ELLATION					
	City of Birmingham				THE	EXPIRATION D	ATE THEREO	SCRIBED POLICIES BE CAN 7, NOTICE WILL BE DELIVER 7 PROVISIONS.		BEFORE	
	151 Martin St										
					AUTHOR	RIZED REPRESEN	TATIVE	\sim			
	Birmingham			MI 48009		E	>	<u></u>			
	1					2			A.F. 1		
						(9 1988-2015	ACORD CORPORATION.	All ria	hts reserved.	

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SHEET INDEX

COVER SHEET

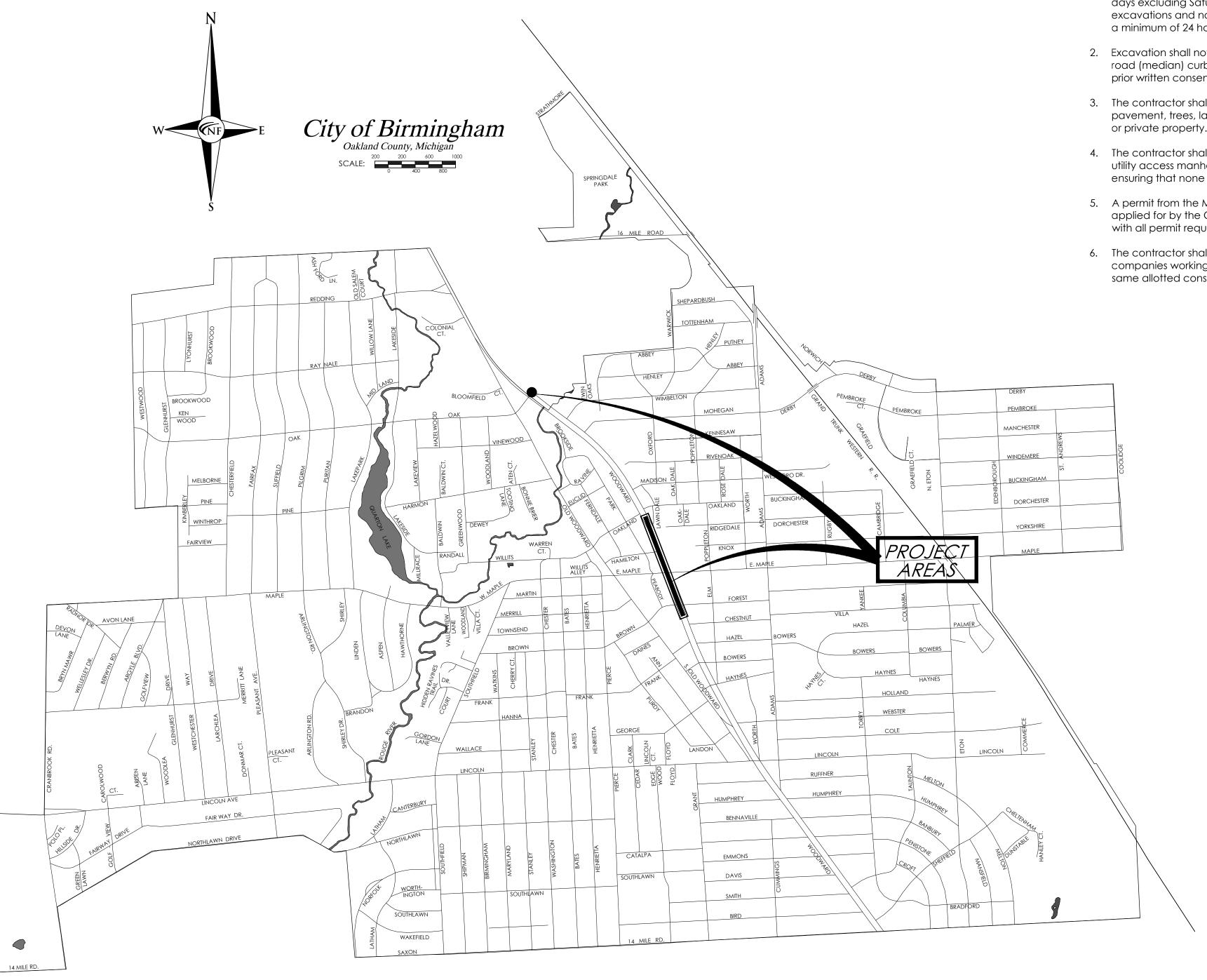
- L1 LANDSCAPE PLAN P.O.B. TO 5+50 L2 LANDSCAPE PLAN - 5+50 TO 11+00
- L3 LANDSCAPE PLAN 11+00 TO 17+00
- L4 LANDSCAPE PLAN WOODWARD AND OAK AVE.
- L5 PLANTING PLANS BED TYPE A THROUGH E L6 PLANTING PLANS - BED TYPE F THROUGH I
- L7 LANDSCAPE NOTES AND DETAILS

UTILITY NOTE

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



BENCHMARK NOTE BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.





DEPARTMENT OF PUBLIC SERVICES 2020 WOODWARD AVENUE LANDSCAPE ENHANCEMENTS

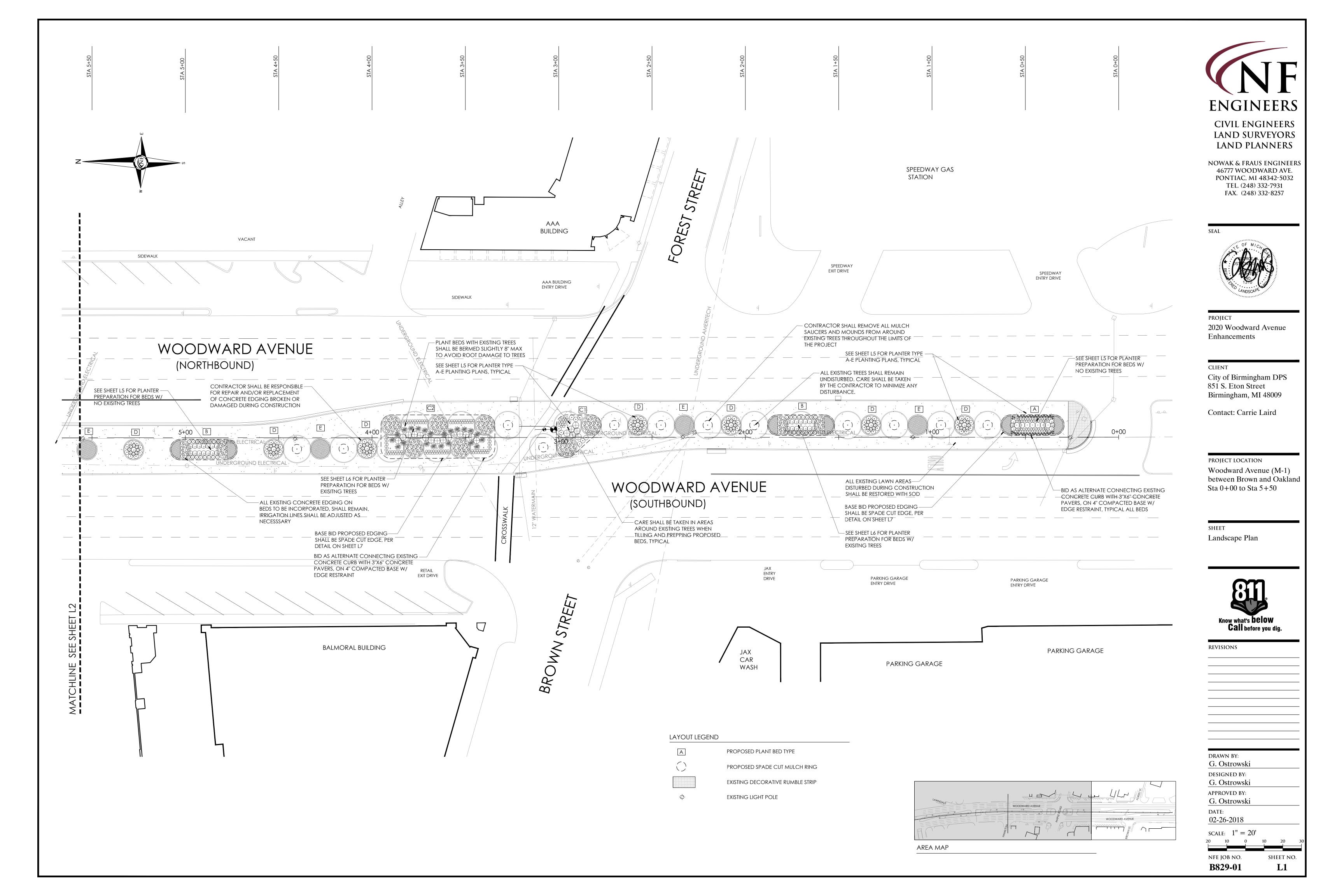
CONSTRUCTION NOTES

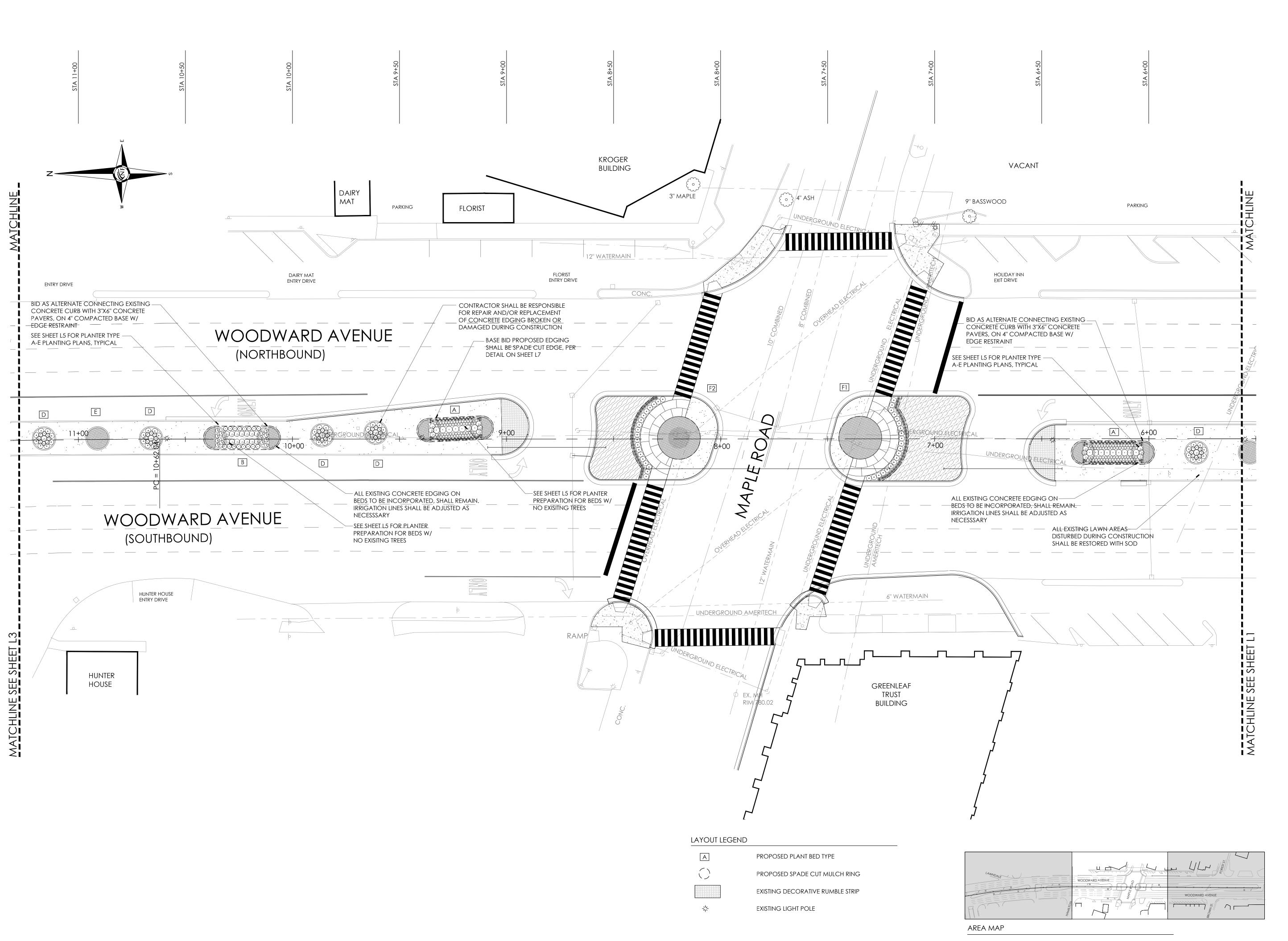
These notes shall apply for all work within this contract:

- 1. The contractor shall notify MISS DIG 1-800-482-7171 at least 3 working days excluding Saturday, Sunday, and Holidays before making any excavations and notify the City of Birmingham Engineering Department a minimum of 24 hours prior to the start of construction (248-530-1850).
- 2. Excavation shall not extend greater than 6" below the top of existing road (median) curb, within three (3) feet of adjacent roadway, without prior written consent of City/MDOT.
- 3. The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
- 4. The contractor shall be responsible for temporarily marking any existing utility access manholes and boxes encountered within work limits, and ensuring that none are covered with soil or landscape materials.
- 5. A permit from the Michigan Department of Transportation shall be applied for by the City. The contractor shall be responsible for complying with all permit requirements.
- 6. The contractor shall coordinate and cooperate with all other utility companies working in the same area, project related or not, during the same allotted construction period.

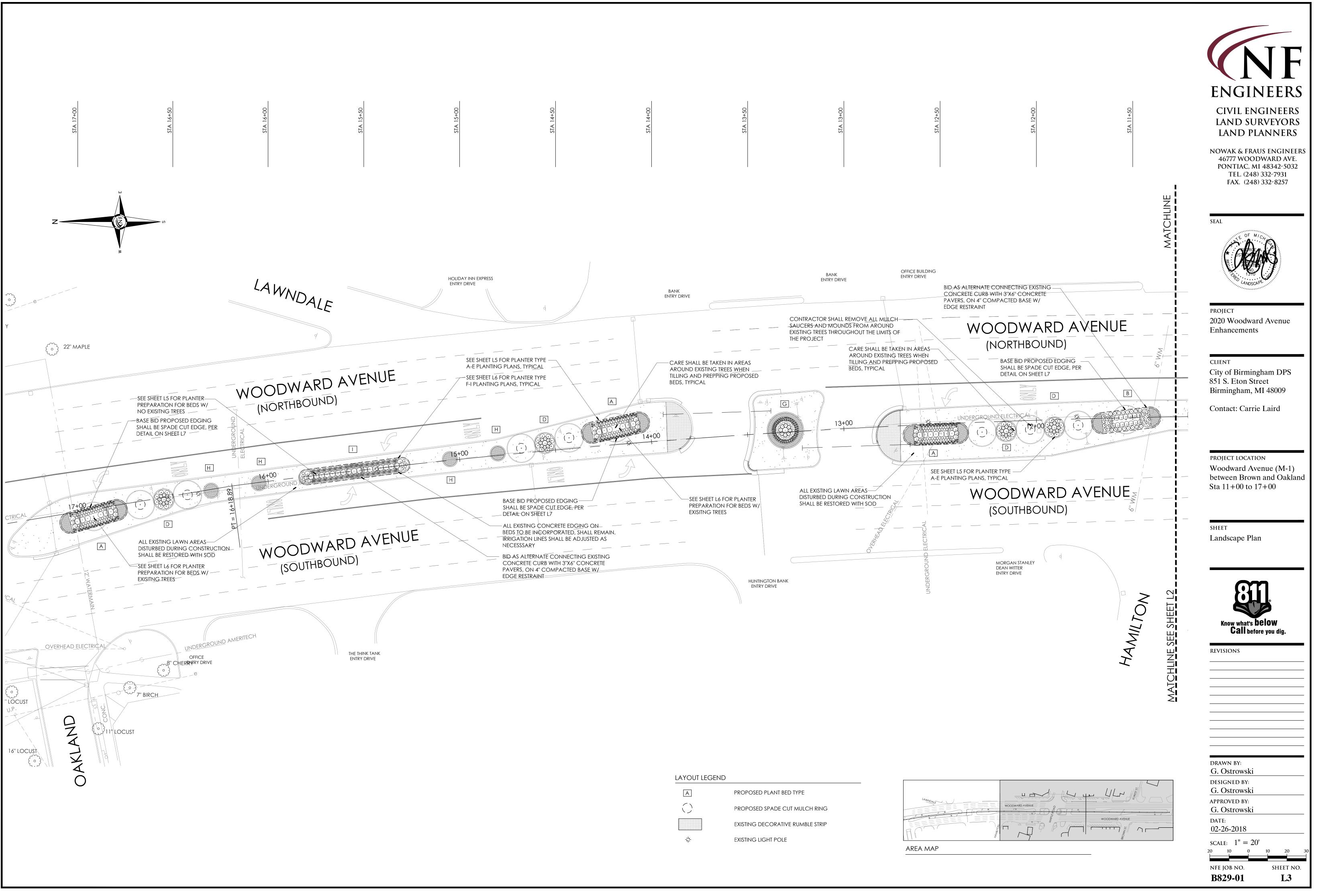
APPROVED

DATE

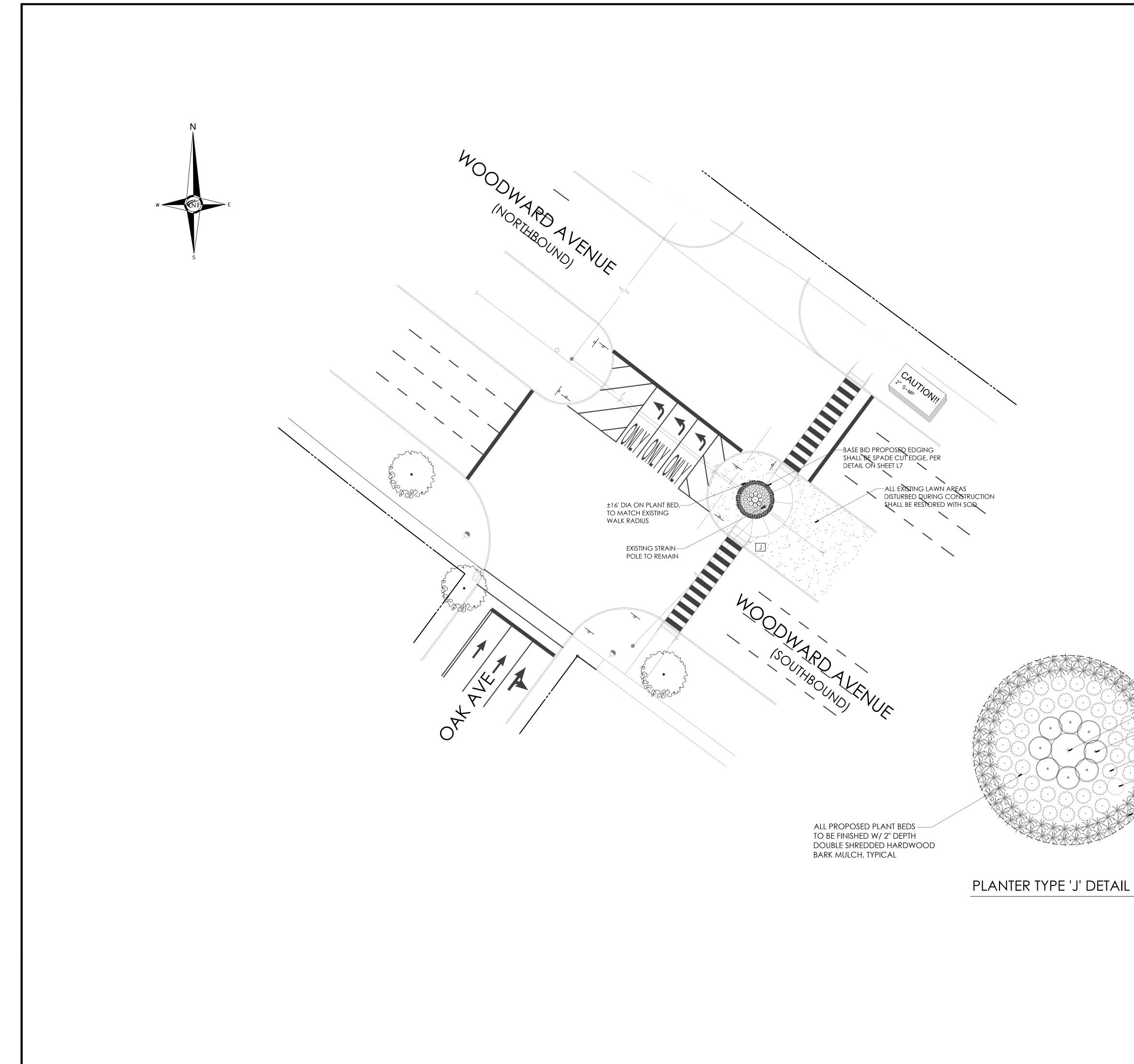




NF
ENGINEERS
CIVIL ENGINEERS Land Surveyors Land Planners
NOWAK & FRAUS ENGINEERS 46777 WOODWARD AVE. Pontiac, mi 48342-5032 Tel. (248) 332-7931 Fax. (248) 332-8257
SEAL
CF MICL
PROJECT 2020 Woodward Avenue Enhancements
CLIENT City of Birmingham DPS 851 S. Eton Street Birmingham, MI 48009
Contact: Carrie Laird
PROJECT LOCATION Woodward Avenue (M-1) between Brown and Oakland Sta 5+50 to Sta 11+00
sheet Landscape Plan
Know what's below Call before you dig.
REVISIONS
DRAWN BY: G. Ostrowski Designed by: G. Ostrowski Approved by:
G. Ostrowski DATE: 02-26-2018
SCALE: $1'' = 20'$
NFE JOB NO. SHEET NO. B829-01 L2



A	PROPOSED PLANT BED TYPE
\bigcirc	PROPOSED SPADE CUT MULCH RING
	EXISTING DECORATIVE RUMBLE STRIP
*	EXISTING LIGHT POLE







PROJECT 2020 Woodward Avenue Enhancements

CLIENT

City of Birmingham DPS 851 S. Eton Street Birmingham, MI 48009

Contact: Carrie Laird

PROJECT LOCATION Woodward Avenue (M-1) and Oak Avenue

SHEET Landscape Plan



Know what's **below Call** before you dig.

REVISIONS			
DRAWN BY:			
G. Ostrowski			
DESIGNED BY:			
G. Ostrowski			
APPROVED BY:			
G. Ostrowski			
DATE: 02-26-2018			
SCALE: $1'' = 20'$			
20 10 0	10	20	3
NFE JOB NO.	SHI	EET N	О.
B829-01		L4	

-1-COMPACT OREGON GRAPE HOLLY <u>Mahonia aquifolium</u> 'Compacta' - 8-CHOCOLATE JOE-PYE WEED <u>Eupatorium rugosum</u> 'Chocolate' - 39-AUTUMN JOY SEDUM <u>Sedum</u> 'Autumn Joy'

- EXISTING STRAIN POLE TO REMAIN

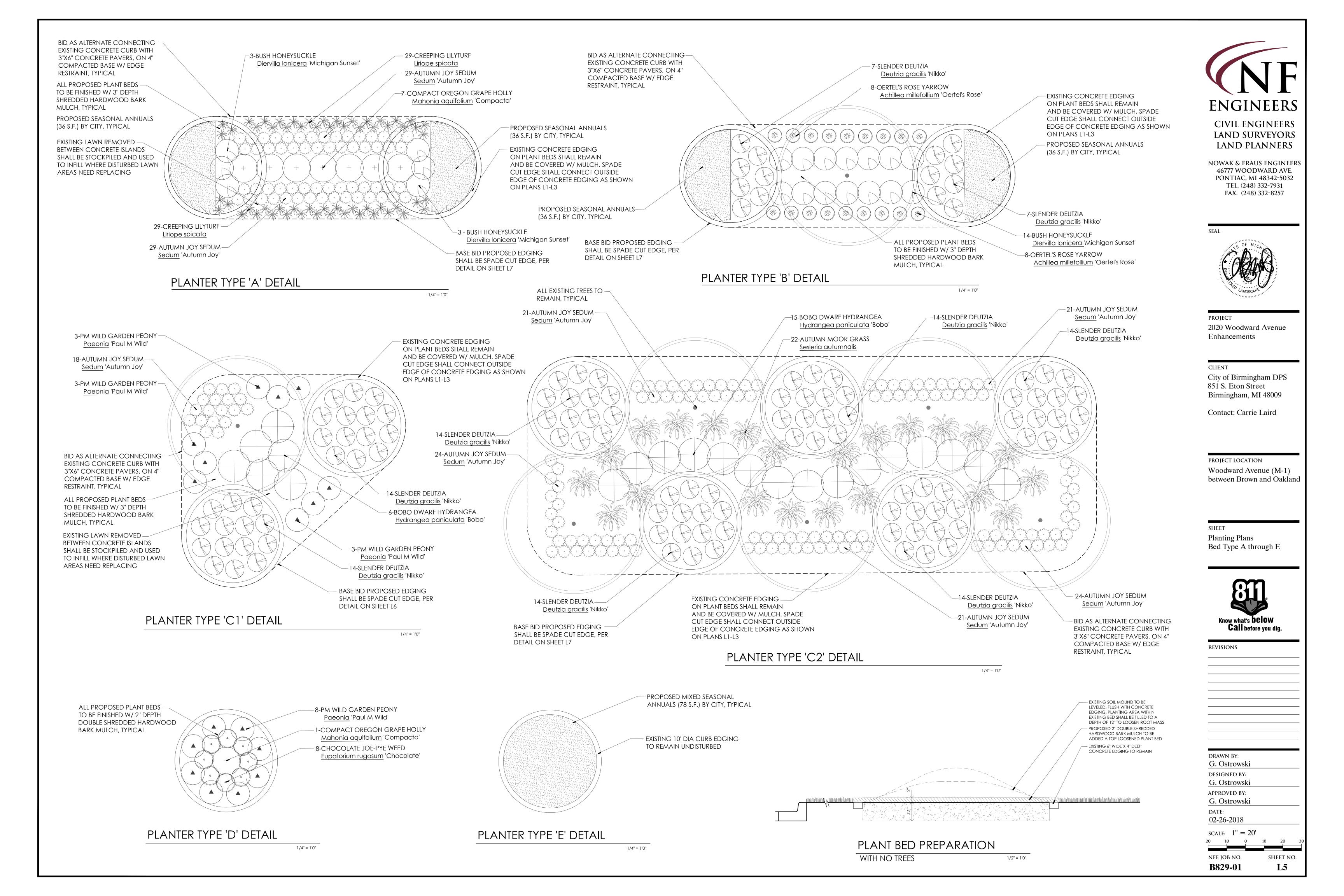
-93-CREEPING LILYTURF <u>Liriope spicata</u>

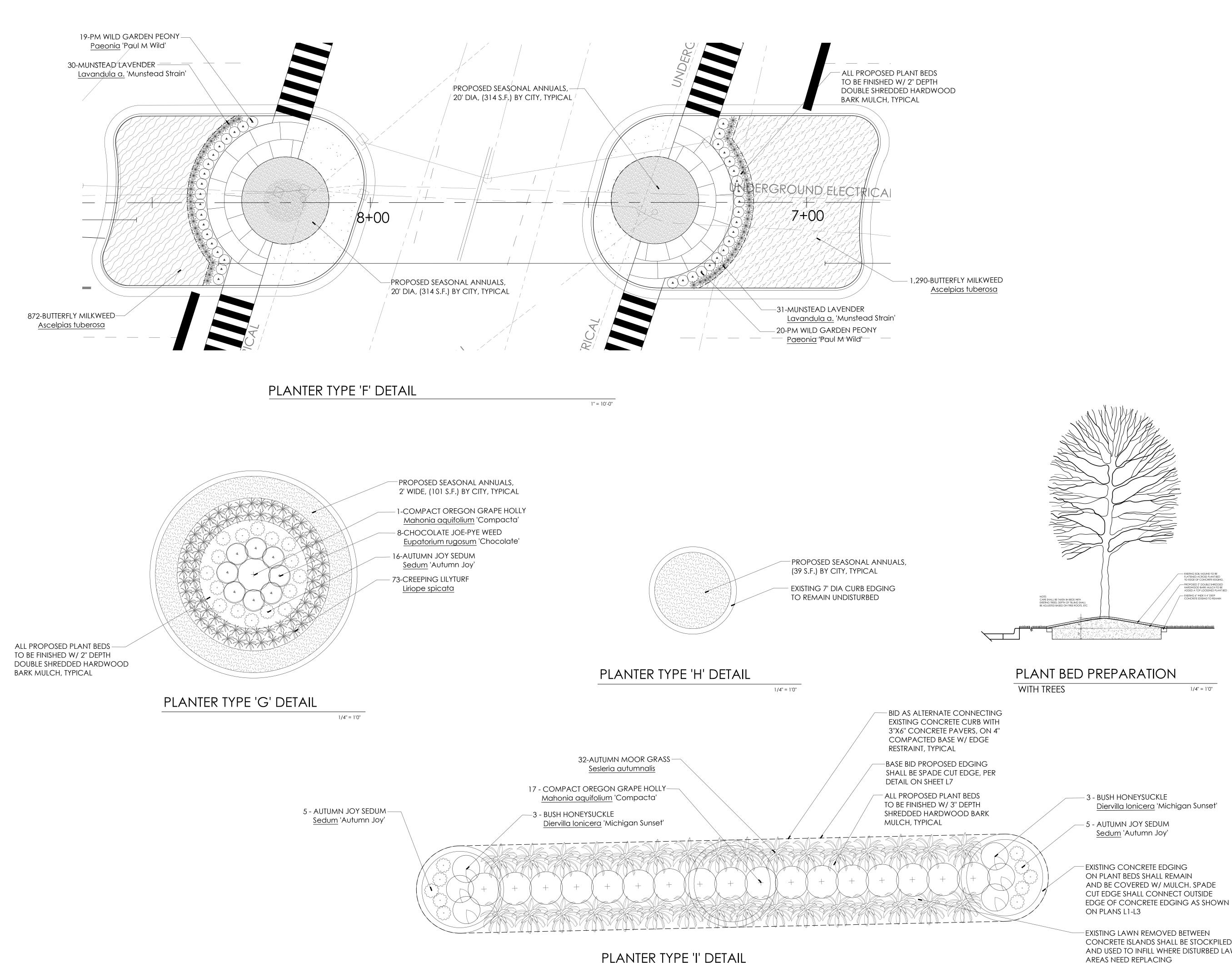
1/4" = 1'0"

LAYOUT LEGEND

Α \bigcirc 尜

PROPOSED PLANT BED TYPE PROPOSED SPADE CUT MULCH RING EXISTING DECORATIVE RUMBLE STRIP EXISTING LIGHT POLE





PLANTER TYPE 'I' DETAIL

1/4" = 1'0"

CONCRETE ISLANDS SHALL BE STOCKPILED AND USED TO INFILL WHERE DISTURBED LAWN AREAS NEED REPLACING



PROJECT 2020 Woodward Avenue Enhancements

CLIENT

City of Birmingham DPS 851 S. Eton Street Birmingham, MI 48009

Contact: Carrie Laird

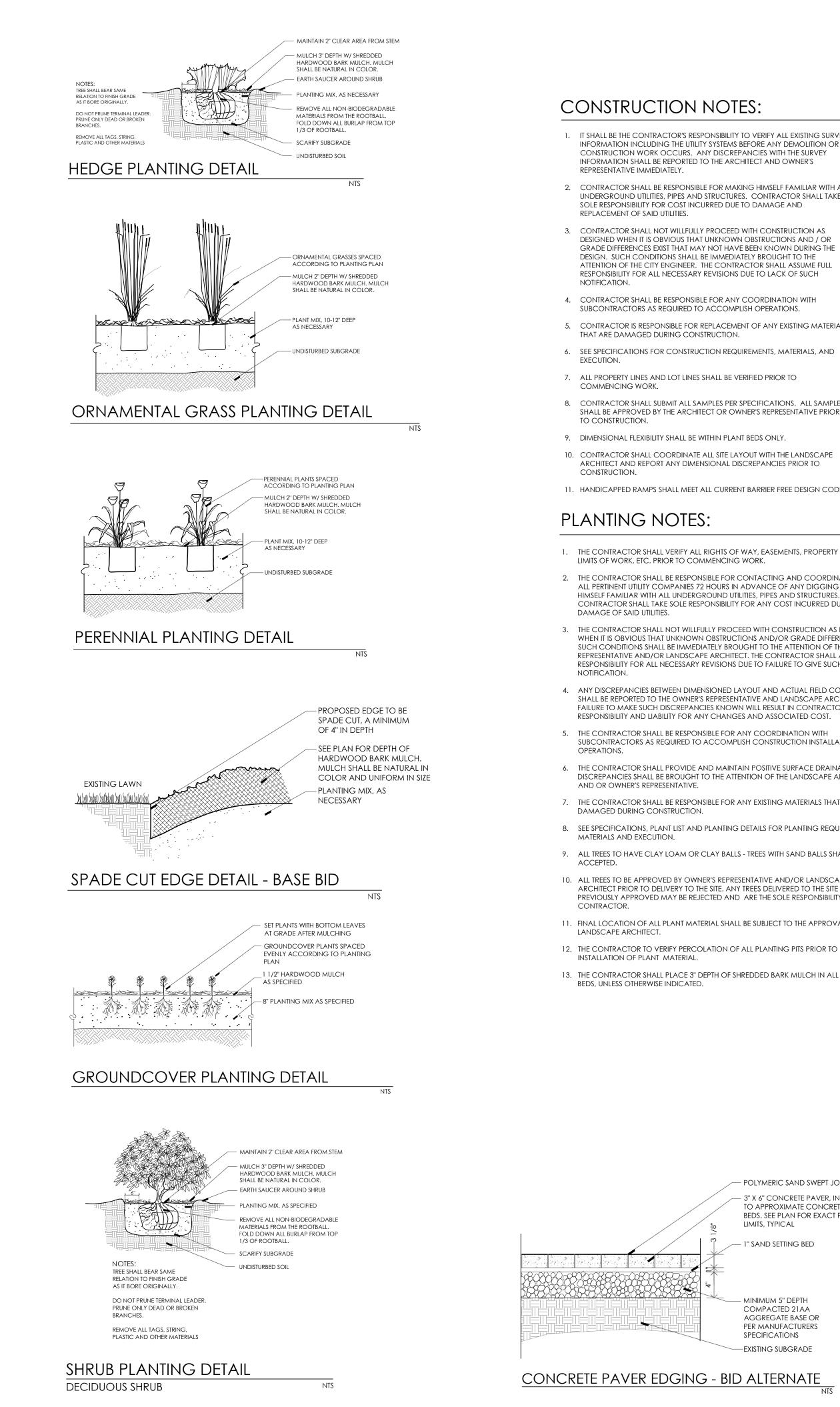
PROJECT LOCATION Woodward Avenue (M-1) between Brown and Oakland

SHEET **Planting Plans**



Know what's **below Call** before you dig.

REVISIONS				
DRAWN BY:				
G. Ostrov	vski			
DESIGNED	BY:			
G. Ostrov	vski			
APPROVED I	BY:			
G. Ostrov	vski			
DATE:				
11-21-201	9			
SCALE: SE	EE DE	TAII		
20 10	0	10	20	3
		011		0
NFE JOB NO		SH	EET N	U.
B829-0 1	L		L6	



CONSTRUCTION NOTES:

- 1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING SURVEY INFORMATION INCLUDING THE UTILITY SYSTEMS BEFORE ANY DEMOLITION OR CONSTRUCTION WORK OCCURS. ANY DISCREPANCIES WITH THE SURVEY INFORMATION SHALL BE REPORTED TO THE ARCHITECT AND OWNER'S REPRESENTATIVE IMMEDIATELY.
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
- 3. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND / OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING THE DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CITY ENGINEER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO LACK OF SUCH
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH OPERATIONS.
- 5. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING MATERIALS THAT ARE DAMAGED DURING CONSTRUCTION.
- 7. ALL PROPERTY LINES AND LOT LINES SHALL BE VERIFIED PRIOR TO
- 8. CONTRACTOR SHALL SUBMIT ALL SAMPLES PER SPECIFICATIONS. ALL SAMPLES SHALL BE APPROVED BY THE ARCHITECT OR OWNER'S REPRESENTATIVE PRIOR
- 9. DIMENSIONAL FLEXIBILITY SHALL BE WITHIN PLANT BEDS ONLY. 10. CONTRACTOR SHALL COORDINATE ALL SITE LAYOUT WITH THE LANDSCAPE ARCHITECT AND REPORT ANY DIMENSIONAL DISCREPANCIES PRIOR TO
- 11. HANDICAPPED RAMPS SHALL MEET ALL CURRENT BARRIER FREE DESIGN CODES.

PLANTING NOTES:

- 1. THE CONTRACTOR SHALL VERIFY ALL RIGHTS OF WAY, EASEMENTS, PROPERTY LINES AND LIMITS OF WORK, ETC. PRIOR TO COMMENCING WORK.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH ALL PERTINENT UTILITY COMPANIES 72 HOURS IN ADVANCE OF ANY DIGGING TO MAKE HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. THE CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO
- 3. THE CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH
- 4. ANY DISCREPANCIES BETWEEN DIMENSIONED LAYOUT AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT. FAILURE TO MAKE SUCH DISCREPANCIES KNOWN WILL RESULT IN CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR ANY CHANGES AND ASSOCIATED COST.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH CONSTRUCTION INSTALLATION
- 6. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN POSITIVE SURFACE DRAINAGE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, AND OR OWNER'S REPRESENTATIVE.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXISTING MATERIALS THAT ARE
- 8. SEE SPECIFICATIONS, PLANT LIST AND PLANTING DETAILS FOR PLANTING REQUIREMENTS,
- 9. ALL TREES TO HAVE CLAY LOAM OR CLAY BALLS TREES WITH SAND BALLS SHALL NOT BE
- 10. ALL TREES TO BE APPROVED BY OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE. ANY TREES DELIVERED TO THE SITE NOT PREVIOUSLY APPROVED MAY BE REJECTED AND ARE THE SOLE RESPONSIBILITY OF THE
- 11. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE
- 12. THE CONTRACTOR TO VERIFY PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION OF PLANT MATERIAL.
- 13. THE CONTRACTOR SHALL PLACE 3" DEPTH OF SHREDDED BARK MULCH IN ALL PLANTING BEDS, UNLESS OTHERWISE INDICATED.

DEMOLITION NOTES:

- 1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING SURVEY INFORMATION INCLUDING THE UTILITY SYSTEMS BEFORE ANY DEMOLITION OR CONSTRUCTION WORK OCCURS. ANY DISCREPANCIES WITH THE SURVEY INFORMATION SHALL BE REPORTED TO THE ARCHITECT AND OWNER'S REPRESENTATIVE IMMEDIATELY.
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
- 3. ALL EXISTING IMPROVEMENTS, MATERIALS AND PLANT MATERIAL TO REMAIN WITHIN THE NEW CONSTRUCTION AREA SHALL BE PROPERLY AND ADEQUATELY PROTECTED FROM DAMAGE DURING THE DEMOLITION OPERATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE TO THE ORIGINAL CONDITION ANY OF THESE EXISTING ITEMS THAT ARE DAMAGED OR DISTURBED IN ANY WAY.
- 4. ALL MATERIALS TO BE REUSED OR SALVAGED SHALL BE STORED IN AN AREA DESIGNATED BY THE CITY ENGINEER FOR THAT PURPOSE. ALL SALVAGED MATERIALS SHALL REMAIN THE PROPERTY OF THE CITY ENGINEER.
- 5. STREETS, SIDEWALKS AND ADJACENT PROPERTIES SHALL BE PROTECTED THROUGHOUT THE WORK AS REQUIRED BY LOCAL CODES AND REGULATIONS AND APPROVED BY THE OWNER.
- 6. ALL MATERIAL SPECIFIED TO BE REMOVED SHALL BE DISPOSED OF OFF-SITE PER LOCAL CODES AND REGULATIONS. CONTRACTOR SHALL COORDINATE METHOD OF DISPOSAL WITH CITY ENGINEER PRIOR TO COMMENCEMENT OF WORK.
- 7. MATERIALS TO BE REUSED OR SALVAGED SHALL BE STORED IN AN AREA DESIGNATED BY THE OWNERS REPRESENTATIVE FOR THAT PURPOSE. ALL SALVAGED MATERIALS SHALL REMAIN THE PROPERTY OF THE OWNER.
- 8. DURING DEMOLITION OPERATIONS EVERY EFFORT SHALL BE MADE TO CONTROL DUST, PER CITY REQUIREMENTS.
- 9. TREES AND SHRUBS TO BE REMOVED WITHIN THE LIMITS OF WORK SHALL BE CLEARLY IDENTIFIED WITH BRIGHTLY COLORED RIBBON.
- 10. GRUBBING SHALL INCLUDE ALL WEEDS, SHRUBS, STUMPS AND ROOT SYSTEMS OF REMOVED PLANT MATERIAL, IRRIGATION PIPING AND ANY OTHER IRRIGATION MATERIALS WITHIN THE LIMITS OF DEMOLITION. GRUBBING SHALL BE TO THE DEPTHS BELOW PROPOSED IMPROVEMENTS INDICATED AS FOLLOWS: CONCRETE PAVING AND WALKWAYS-TOTAL DEPTH OF PAVING AND SUB-BASE; ASPHALT PAVING-TOTAL DEPTH OF PAVING AND SUB-BASE; LAWN AND OTHER PLANTINGS AREAS-REMOVE DEPTH REQUIRED OF STUMPS AND ROOTS OVER TWO (2) INCHES IN DIAMETER AND TURF.
- 11. PROTECT EXISTING TREES TO REMAIN PER TYPICAL TREE PROTECTION DETAIL.
- 12. STOCKPILED TOPSOIL SHALL BE STORED ON SITE AND REMAIN PROTECTED FROM CONTAMINATION PRIOR TO REDISTRIBUTION.
- 13. SAWCUT AND REMOVE EXISTING ASPHALT AS REQUIRED TO INSTALL NEW SITE IMPROVEMENTS AND ADJUST GRADES WITHIN CITY STREETS. ALL WORK WITHIN CITY RIGHT OF WAY SHALL MEET CITY STANDARDS AND SPECIFICATIONS.
- 14. ARRANGE FOR APPLICABLE UTILITY COMPANY TO RELOCATE EXISTING CABLES, WIRES, PHONE LINES, ETC. ALONG WITH EDISON POWER LINES AS REQUIRED.
- 15. CONTRACTOR SHALL SECURE AND PAY FOR ALL APPLICABLE PERMITS AND FEES NECESSARY FOR THE COMPLETE CONSTRUCTION OF THE PROJECT.

GRADING NOTES

- 1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING SURVEY INFORMATION INCLUDING THE UTILITY SYSTEMS BEFORE ANY DEMOLITION OR CONSTRUCTION WORK OCCURS. ANY DISCREPANCIES WITH THE SURVEY INFORMATION SHALL BE REPORTED TO THE ARCHITECT AND OWNER'S
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
- 3. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND / OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING THE DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CITY ENGINEER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO LACK OF SUCH NOTIFICATION.
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH OPERATIONS.
- 5. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING MATERIALS THAT ARE DAMAGED DURING CONSTRUCTION.
- 6. NO CHANGE IN CONTRACT PRICE WILL BE ALLOWED FOR ACTUAL OR CLAIMED BETWEEN EXISTING GRADE AND THOSE SHOWN ON PLANS AFTER CONTRACTOR HAS ACCEPTED EXISTING GRADES AND MOVED ON TO THE SITE.
- 7. ALL PROPOSED GRADES ARE TO MEET AND BLEND IN WITH THE EXISTING GRADE AT PROJECT LIMIT. PRECISE ELEVATIONS INDICATED ON THE PLANS TO BE VERIFIED IN FIELD TO AS-BUILT CONDITION.
- 8. ALL GRADING AND PLACEMENT OF DRAINAGE STRUCTURES TO BE SUPERVISED IN THE FIELD BY THE OWNER'S REPRESENTATIVE
- 9. INSTALL 4" DEPTH TOPSOIL OVER ALL DISTURBED LAWN AREAS.
- 10. SEED ALL PROPOSED OR DISTURBED LAWN AREAS

OTV

KEY	QTY	BOTANICAL/COMMON NAME	SIZE	SPACING	ROOT	COMMENT
SHRUBS						
АМ	64	Achillea millefolium 'Oerter's Rose' Oerter's Rose Yarrow	1 GAL	24" OC	CONT	
AT	2,162	Asclepias tuberosa Butterfly Milkweed	1 GAL	12" OC	CONT	
DG	154	<u>Deutzia gracilis</u> 'Nikko' Nikko Slender Deutzia	2 GAL	27" OC	CONT	
DL	98	Diervilla Ionicera 'Michigan Sunset' Dwarf Bush Honeysuckle	2 GAL	24" OC	CONT	
ER	144	Eupatorium rugosum 'Chocolate' Chocolate Joe-Pye Weed	2 GAL	18" OC	CONT	
HP	21	<u>Hydrangea paniculata</u> 'Bobo' Bobo Dwarf Hydrangea	5 GAL	36" OC	CONT	
LA	61	Lavandula a. 'Munstead Strain' Munstead Lavender	2 GAL	18" OC	CONT	
LS	514	Liriope spicata Creeping Lily-turf	1 GAL	12" OC	CONT	
MA	77	Mahonia aquifolia 'Compacta' Compact Oregon Grape Holly	5 GAL	24" OC	CONT	
PA	176	Paeonia 'Paul M. Wild' Paul M. Wild Garden Peony	2 GAL	30" OC	CONT	RED FLOWER
SJ	542	<u>Sedum</u> 'Autumn Joy' Autumn Joy Sedum	1 GAL	15" OC	CONT	
SA	54	Sesleria autumnalis Autumn Moor Grass	2 GAL	36" OC	CONT	
MIXED A	ANNUALS					
2,07	8 S.F.	ANNUALS TO BE PROVIDED BY CITY	2.25"	6" OC	PLUG	TRIANGULAR SPACING

BE COMPOSED OF: 1/3 SCREENED TOPSOIL 1/3 CLEAN COARSE SAND 1/3 PEAT MOSS

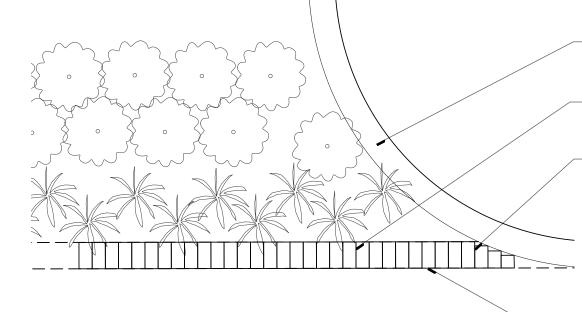
PLANT BEDS SHALL INCLUDE STANDARD MIX WITH THE AMENDMENTS

RECOMMENDED RATES

SPRING: APRIL1 TO JUNE1

POLYMERIC SAND SWEPT JOINTS 3" X 6" CONCRETE PAVER, IN LIGHT GREY COLOR TO APPROXIMATE CONCRETE COLOR ON EXISTING BEDS. SEE PLAN FOR EXACT PAVER LIMITS, TYPICAL 1" SAND SETTING BED MINIMUM 5" DEPTH COMPACTED 21AA AGGREGATE BASE OR PER MANUFACTURERS SPECIFICATIONS

-EXISTING SUBGRADE



PAVER EDGING - BID ALTERNATE PLAN VIEW

PLANT SCHEDULE

PLANT MIX SPECIFICATION

STANDARD PLANT MIX BACKFILL SHALL BE PROVIDED FOR ALL PROPOSED PLANTINGS. ONE CUBIC YARD OF PLANT MIX SHALL

PLANT MIX TYPE 'A' : TREE AND SHRUB PLANT BEDS SHALL BE AMENDED W/ OSMOCOTE 18-6-12 SLOW RELEASE FERTILIZER PER MANUFACTURER

PLANT MIX TYPE 'B' : ANNUAL, PERENNIAL AND GROUNDCOVER

AND AT THE RATES DESCRIBED BELOW:

1. "DAIRY DOO"; OR APPROVED EQUAL APPLIED AT THE MANUFACTURERS RECOMMENDED RATES 2. 13:13:13 FERTILIZER; APPLIED AT THE MANUFACTURERS

3. BONE MEAL; APPLIED AT 5 LBS PER CUBIC YARD OF SOIL

GENERAL SOD NOTE:

ALL LAWN AREAS DESIGNATED TO BE SODDED, SHALL BE SODDED WITH A BLENDED DURABLE BLUEGRASS SOD, TYPICALLY GROWN IN THE REGION, ALL TURF SHALL BE PLACED ON A MINIMUM 3" PREPARED TOPSOIL, AND WATERED DAILY UNTIL ESTABLISHMENT. IN AREAS SUBJECT TO EROSION, SODDED LAWN SHALL BE STABILIZED WHERE NECESSARY, AND LAID PERPENDICULAR TO SLOPES SOD INSTALLATION SHALL OCCUR ONLY:

FALL: AUGUST 15 TO OCTOBER 15

- EXISTING 6" WIDE CONCRETE CURB ON PLANT BED

- PAVER COLOR TO CLOSELY APPROXIMATE COLOR ON EXISTING CONCRETE EDGE

PROPOSED 3"X6" CONCRETE PAVER EDGE, CUT PAVERS AS NECESSARY, SET FLUSH W/ EXISTING CONCRETE BAND

OUTSIDE PAVER EDGE TO HAVE EDGE RESTRAINT PER MANUFACTURER RECOMMENDATION



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

SEAL



PROJECT

2020 Woodward Avenue Enhancements

CLIENT

City of Birmingham DPS 851 S. Eton Street Birmingham, MI 48009

Contact: Carrie Laird

PROJECT LOCATION

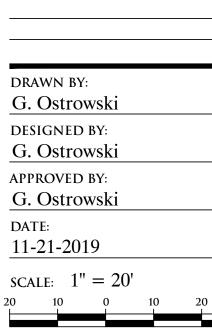
Woodward Avenue (M-1) between Brown and Oakland

SHEET

Landscape Notes and Details



REVISIONS



SHEET NO.

L7

NFE JOB NO.

B829-01

-
Birmingham
A Walkable Community =

MEMORANDUM

Engineering Department

DATE:	redruary 24, 2020
то:	Joseph A. Valentine, City Manager
FROM:	Austin W. Fletcher, Assistant City Engineer
SUBJECT:	Nowak & Fraus Engineers Contract Extension

INTRODUCTION:

DATE.

Nowak & Fraus Engineers is a multi-disciplinary consulting firm that has assisted the Engineering Department with a majority of its street paving related projects since 1999. Their previous contract with the City from 2015 is expiring. An amendment to extend the contract for another five (5) years is required.

BACKGROUND:

As a matter of standard policy, the Engineering Department hires outside consultants to assist in design, preparation of construction drawings and surveying for City projects. Nowak & Fraus has been preforming these tasks for the City since 1999 and are will versed with the City and its expectations.

We have had a good working relationship with the current Nowak & Fraus team on our paving projects. Plans prepared on our behalf have consistently been well thought through, and well presented, making them easy to work with. Their survey department has also assisted other City departments for possible land acquisitions and master plan documents, for example. Currently, Nowak & Fraus is acting as the lead consultant on the Maple Road – Phase II project that was recently bid. They are also currently in design for two (2) smaller street improvements projects being bid in the near future. Nowak & Fraus was also the lead consultant on the Old Woodward Reconstruction – Phase I project complete in 2018.

LEGAL REVIEW:

The City Attorney's office wrote the contract amendment included in this report. Nowak & Fraus Engineers has signed the amendment without any request for changes.

FISCAL IMPACT:

A copy of the current rate structure as well as a copy of the previously provided rate structure (2015) is provided for reference. The fees reflect a combination of no increases to moderate increases (1% to 2%) for personnel, which our department believes is reasonable. It should be noted that, Nowak & Fraus has indicated that the attached fee schedule will remain in effect for the duration of the contract extension (see Exhibit "A" heading).

SUMMARY

It is recommended that the contract amendment to extend the contract with Nowak & Fraus Engineers be approved for a period of five (5) years.

ATTACHMENTS:

- Contract amendment between the City of Birmingham and Nowak & Fraus (seven pages)
- Schedule of Fees 2020 Construction Season (one page)
- Certificate of insurance (one page)
- Copy of signed contract between the City and Nowak & Fraus from 2015 (seven pages)
- Schedule of Fees 2015 Construction Season (one page)

SUGGESTED RESOLUTION:

To approve the contract amendment with Nowak & Fraus Engineers for professional services, to be charged to the various capital improvement accounts for work being undertaken by the City, and further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

CITY OF BIRMINGHAM NOWAK & FRAUS, PLLC ENGINEERING CONSULTANT CONTRACT

THIS AGREEMENT, made and entered into this _____ day of ______, 2020, by and between the CITY OF BIRMINGHAM, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the CITY, and NOWAK & FRAUS, PLLC, located at 46777 Woodward Avenue, Pontiac, Michigan 48342, hereinafter referred to as the CONSULTANT.

$\underline{W I T N E S S E T H}:$

WHEREAS, the CITY would like to engage the professional services of the CONSULTANT to perform engineering services, including inspections and surveying, and,

WHEREAS, the CONSULTANT is willing to render such services desired by the CITY for the considerations hereinafter expressed.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The CONSULTANT shall perform engineering services for the CITY, including, but not limited to, investigations, studies and preliminary engineering, design engineering, construction engineering and field layout, perform inspection services and surveys, update CITY'S record keeping as directed, obtain detailed "as built" information in the field and properly transfer this information to the CITY'S electronic mapping/GIS system.

Prior to the final acceptance of a project, the design engineer shall submit as-built plans, in both digital and hardcopy format, to the CITY. As-built plans shall be submitted for all projects involving sanitary sewer, storm sewer, and water main installation or modification. As-builts shall adhere to the CITY of Birmingham CAD/GIS submittal standards found under separate cover.

The CONSULTANT will provide said services only when requested to do so by the City Engineer.

2. The CONSULTANT shall perform all work under the direction of the City Engineer or a designated representative.

3. The CITY agrees to pay the CONSULTANT for services rendered on the basis of an hourly fee as set forth in Exhibit A which is attached hereto and made a part hereof. The hourly fee may be reviewed and adjusted annually by mutual consent of both parties in writing. The CONSULTANT shall submit billings on a regular basis, but no more than once a month.

4. This Agreement shall commence on April 1, 2020, and shall terminate on March 31, 2025. However, notwithstanding the term of the agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice. In the event of termination, the

CONSULTANT shall receive compensation for services to the date the termination takes effect and the CITY shall be entitled to retain and use the results to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the Contractor through such date.

5. If the CONSULTANT fails to perform its obligations hereunder, the CITY may take any and all remedial actions permitted by law.

6. The CONSULTANT shall hire personnel of good character and fitness to perform the duties under this Agreement.

7. The CONSULTANT 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 CONSULTANT shall inform the CITY of all claims or suits asserted against it by the CONSULTANT'S employees who work pursuant to this Agreement. The CONSULTANT shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

8. 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.

9. To the fullest extent permitted by law, the CONSULTANT and any entity or person for whom the CONSULTANT is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the CONSULTANT including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the CITY. The CITY agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the CITY'S contract with such contractors to indemnify the CONSULTANT for any liability incurred by the CONSULTANT as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the CONSULTANT.

10. The CONSULTANT shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The CONSULTANT shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. <u>Workers' Compensation Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. <u>Motor Vehicle Liability Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. <u>Additional Insured</u>: The Commercial General Liability and Motor Vehicle Liability, 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, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from CONSULTANT under this Section.
- E. <u>Professional Liability Insurance</u>: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than

\$2,000,000 per claim if CONSULTANT will provide service that are customarily subject to this type of coverage.

- F. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional 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: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- G. <u>Proof of Insurance Coverage</u>: CONSULTANT shall provide the CITY at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
 - 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;
- H. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, CONSULTANT shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

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

12. The CONSULTANT and the CITY agree that the CONSULTANT is acting as an independent contractor with respect to the CONSULTANT'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 CONSULTANT nor its employees shall be construed as employees of the CITY. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein.

Neither the CITY nor the CONSULTANT shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The CONSULTANT shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

13. The CONSULTANT agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

14. This Agreement shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY and CONSULTANT. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

15. The CITY shall be the owner of all the drawings, specifications or other documents prepared by the CONSULTANT. Any modifications made to the drawings by the CITY shall be clearly marked as such on the modified document. <u>The CITY may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.</u>

16. Notices shall be given to:

a. City of Birmingham
 151 Martin Street
 P.O. Box 3001
 Birmingham, MI 48012-3001
 Attention: Ms. Cheryl Arft, Clerk

With copies to:

Timothy J. Currier, City Attorney Beier Howlett, P.C. 3001 W. Big Beaver Rd., Ste. #200 Troy, MI 48084

b. Nowak & Fraus, PLLC
 46777 Woodward Avenue
 Pontiac, MI 48342-2219
 Principal
 Attention: Mr. Brett Buchholz, Senior Associate

17. The CONSULTANT acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to,

internal organization, methodology, personnel and financial information, etc.) may become involved. The CONSULTANT recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONSULTANT agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONSULTANT shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The CONSULTANT further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

18. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONSULTANT 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.

19. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF BIRMINGHAM

Pierre Boutros, Mayor

Cheryl Arft, Clerk

NOWAK & FRAUS, PLLC Buchhan

PRINCIPAL

APPROVAL (Sec 2-289 City Code)

Austin Fletcher, City Engineer as to Substance

Mark Gerber, Director of Finance as to Financial Obligation

Joseph A. Valentine, City Manager as to Substance

Timothy J. Currier, City Attorney as to Form

EXHIBIT A



EXHIBIT "A" CITY OF BIRMINGHAM 2020 to 2025 FEE SCHEDULE (Hold for Duration of Contract Renewal Period)

PERSONNEL

HOURLY RATE

Corporate Principal	\$125.00
Senior Associate	\$115.00
Associate	\$110.00
Senior Project Manager	\$105.00
Project Manager/CAD Manager	\$102.00
Project Engineer	\$ 96.00
Registered Landscape Architect	\$ 96.00
Land Surveyor/Field Coordinator	\$ 96.00
Woodlands/Wetlands Manager	\$ 96.00
Engineer III	\$ 88.00
Engineer II	\$ 78.00
Engineer I	\$ 68.00
Engineering Technician III	\$ 86.00
Engineering Technician II	\$ 72.00
Engineering Technician I	\$ 60.00
Senior Inspector	\$ 72.00
Inspector	\$ 68.00
Junior Inspector	\$ 52.00
Engineering Assistant	\$ 50.00
Survey Crew – 2 Person	\$139.00
Land Survey Technician	\$ 80.00

Authorized overtime will be billed at the above stated rates.

Expert Testimony will be billed at 1.4 times the above stated rates.

Reimbursable Expenses:

The following expenses, when incurred in direct connection with the project, will be charged at the rates indicated:

•	Prints (City of Birmingham reduced rate)	\$0.50 Each
•	Mylars (City of Birmingham reduced rate)	\$7.50 Each
•	Express Deliveries (markup excluded for City of Birmingham)	Actual Cost
•	Subconsultants (markup excluded for City of Birmingham)	Actual Cost
•	Permit Fees (markup excluded for City of Birmingham)	Actual Cost

Revised: February 18, 2020

NOWAK & FRAUS ENGINEERS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/13/2020

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	ine c		CONTACT Cundi Arn	nstrong		
Moore Insurance Services, Inc.		-	NAME:	39-9345	FAX (5	7) 439-5536
67 N. Howell		-	E-MAIL info@mov	oreinsurancese	(A/C, NO).	1) 433-3330
P.O. Box 207		-	ADDRESS:			
Hillsdale		MI 49242	DUUser	SURER(S) AFFOR rance Compan		13056
INSURED			A saidant		Insurance Company	12305
			MOONEN D.	Fund National		12305
Nowak & Fraus, PLLC 46777 Woodward Avenue		F	INSURER C :			
40777 Woodward Avenue		F	INSURER D :			
Pontiac		ML 49242	INSURER E :			
	TIFIC		INSURER F :			
					REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQU						
CERTIFICATE MAY BE ISSUED OR MAY PERT	AIN, TI	HE INSURANCE AFFORDED BY THE	POLICIES DESCRIBE	D HEREIN IS S		
EXCLUSIONS AND CONDITIONS OF SUCH PO		SUBR	REDUCED BY PAID C	LAIMS. POLICY EXP		
LTR TYPE OF INSURANCE	INSD	WVD POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	2 000 000
	1					2,000,000
					PREMISES (Ea occurrence) \$	1,000,000
XCU not Excluded		DDDDDDDddddd	00/00/0010	00/00/0000		10,000
A	Y	PSB0001130	06/30/2019	06/30/2020		2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						4,000,000
						4,000,000
OTHER: Unmanned Aircraft Liability						2,000,000
					(Ea accident)	1,000,000
					BODILY INJURY (Per person) \$	
A AUTOS ONLY AUTOS	Y	PSA0001122	06/30/2019	06/30/2020	BODILY INJURY (Per accident) \$	
HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE \$	
					\$	
						5,000,000
A EXCESS LIAB CLAIMS-MADE		PSE0001047	06/30/2019	06/30/2020	AGGREGATE \$	5,000,000
DED RETENTION \$					\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N					X PER OTH- STATUTE ER	
B ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	WCV6092232	06/30/2019	06/30/2020		1,000,000
(Mandatory in NH)						1,000,000
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	1,000,000
Professional Liability						
A w/ Pollution Incident	1	RDP0036668	06/30/2019	06/30/2020		\$2,000,000
					Aggregate	\$4,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Birmingham, including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members are listed as additional insured with respect to general liability and commercial auto liability on a primary and non-contributory basis.						
CERTIFICATE HOLDER CANCELLATION						
City of Birmingham 151 Martin Street		-		DATE THEREOF	SCRIBED POLICIES BE CANCEI 7, NOTICE WILL BE DELIVERED 7 PROVISIONS.	
					7 .	
Birmingham	Birmingham MI 48011 (nr X Moore					
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CITY OF BIRMINGHAM NOWAK & FRAUS, PLLC ENGINEERING CONSULTANT CONTRACT

THIS AGREEMENT, made and entered into this 16 day of <u>March</u>, 2015, by and between the CITY OF BIRMINGHAM, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the CITY, and NOWAK & FRAUS, PLLC, located at 46777 Woodward Avenue, Pontiac, Michigan 48342, hereinafter referred to as the CONSULTANT.

$\underline{WITNESSETH}$:

WHEREAS, the CITY would like to engage the professional services of the CONSULTANT to perform engineering services, including inspections and surveying, and,

WHEREAS, the CONSULTANT is willing to render such services desired by the CITY for the considerations hereinafter expressed.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The CONSULTANT shall perform engineering services for the CITY, including, but not limited to, investigations, studies and preliminary engineering, design engineering, construction engineering and field layout, perform inspection services and surveys, update CITY'S record keeping as directed, obtain detailed "as built" information in the field and properly transfer this information to the CITY'S electronic mapping/GIS system.

Prior to the final acceptance of a project, the design engineer shall submit as-built plans, in both digital and hardcopy format, to the CITY. As-built plans shall be submitted for all projects involving sanitary sewer, storm sewer, and water main installation or modification. As-builts shall adhere to the CITY of Birmingham CAD/GIS submittal standards found under separate cover.

The CONSULTANT will provide said services only when requested to do so by the City Engineer.

2. The CONSULTANT shall perform all work under the direction of the City Engineer or a designated representative.

3. The CITY agrees to pay the CONSULTANT for services rendered on the basis of an hourly fee as set forth in Exhibit A which is attached hereto and made a part hereof. The hourly fee may be reviewed and adjusted annually by mutual consent of both parties in writing. The CONSULTANT shall submit billings on a regular basis, but no more than once a month.

4. This Agreement shall commence on April 1, 2015, and shall terminate on March 31, 2020. However, notwithstanding the term of the agreement, the City shall have the right to

terminate this Agreement on ten (10) days written notice. In the event of termination, the CONSULTANT shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the CONSULTANT through such date.

5. If the CONSULTANT fails to perform its obligations hereunder, the CITY may take any and all remedial actions permitted by law.

6. The CONSULTANT shall hire personnel of good character and fitness to perform the duties under this Agreement.

7. The CONSULTANT 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 CONSULTANT shall inform the CITY of all claims or suits asserted against it by the CONSULTANT'S employees who work pursuant to this Agreement. The CONSULTANT shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

8. 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.

9. To the fullest extent permitted by law, the CONSULTANT and any entity or person for whom the CONSULTANT is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the CONSULTANT including its employees and agents, in the performance of this Agreement.

Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

The CITY agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the CITY'S contract with such contractors to indemnify the CONSULTANT for any liability incurred by the CONSULTANT as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the CONSULTANT.

10. The CONSULTANT shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The CONSULTANT shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. <u>Workers' Compensation Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. <u>Motor Vehicle Liability Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. <u>Additional Insured</u>: The Commercial General Liability and Motor Vehicle Liability, 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, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds

shall be considered to be excess and non-contributing with this insurance required from CONSULTANT under this Section.

- E. <u>Professional Liability Insurance</u>: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$2,000,000 per claim if CONSULTANT will provide service that are customarily subject to this type of coverage.
- F. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional 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: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- G. <u>Proof of Insurance Coverage</u>: CONSULTANT shall provide the CITY at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 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;
- H. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, CONSULTANT shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

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

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

13. The CONSULTANT agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

14. This Agreement shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY and CONSULTANT. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

15. The CITY shall be the owner of all the drawings, specifications or other documents prepared by the CONSULTANT. Any modifications made to the drawings by the CITY shall be clearly marked as such on the modified document. <u>The CITY may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.</u>

16. Notices shall be given to:

a. City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001
Attention: Ms. Laura Pierce

With copies to:

Timothy J. Currier, City Attorney Beier Howlett, P.C. 200 E. Long Lake Road, Ste. #110 Bloomfield Hills, MI 48304 Nowak & Fraus, PLLC
 46777 Woodward Avenue
 Pontiac, MI 48342-2219
 Attention: Mr. Brett Buchholz, Senior Associate

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

18. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONSULTANT 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.

19. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF BIRMINGHAM

Stuart Lee Sherman, Mayor

un MPiece

Laura Pierce, Clerk

NOWAK & FRAUS, PLLC

By: Its: SR. ASSOCIATE

APPROVAL (Sec 2-289 City Code)

ful7. or Paul T. O'Meara, City Engineer as to Substance Û

Mark Gerber, Director of Finance as to Financial Obligation

Joseph Valentine, City Manager as to

Substance

Timothy J. Currier, City Attorney as to Form



PERSONNEL

CIVIL ENGINEERS Land Surveyors Land Planners

EXHIBIT "A" CITY OF BIRMINGHAM 2015 FEE SCHEDULE

Corporate Principal \$120.00 Associate \$110.00 Project Manager \$102.00 Project Engineer \$ 96.00 Landscape Architect..... \$ 80.00 Survey Crew Manager \$ 80.00 Woodlands/Wetlands Manager \$ 80.00 Engineer III..... \$ 88.00 Engineer II \$ 76.00 Engineer I \$ 64.00 Engineering Technician III \$ 86.00

 Engineering Technician II
 \$ 68.00

 Engineering Technician I
 \$ 52.00

 Senior Inspector
 \$ 68.00

 Inspector
 \$ 60.00

 Junior Inspector
 \$ 52.00

 Engineering Assistant
 \$ 40.00

 Survey Crew - 2 Person
 \$ 139.00

Authorized overtime will be billed at 1.2 times the above stated rates.

Survey crew time will be billed at only the 2-person survey crew rate, without overtime.

Reimbursable Expenses:

The following expenses, when incurred in direct connection with the project, will be charged at the rates indicated:

	24" x 36" Size Prints (City of Birmingham reduced rate)	\$0.36 Each
•		\$7.50 Each
•	Mylars (City of Birmingham reduced rate)	Actual Cost
•	Express Deliveries (markup excluded for City of Birmingham)	Actual Cost
•	Subconsultants (markup excluded for City of Birmingham)	Actual Cost

Revised: February 27, 2015

NOWAK & FRAUS ENGINEERS

HOURLY RATE

City	of Birmingham
	n manada dominiana)

MEMORANDUM

Planning Division

DATE:	March 1, 2020
TO:	Joseph A. Valentine, City Manager
FROM:	Jana Ecker, Planning Director
SUBJECT:	Set Public Hearing for SLUP Amendment & Final Site Plan & Design Review– 160 W. Maple – Dick O'Dows

INTRODUCTION:

The subject site, Dick O Dow's, is located at 160 W. Maple, on the north side of W. Maple west of Pierce. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District.

On April 26, 2017, the Planning Board conducted a public hearing to discuss a request by the applicant to renovate the rear façade of the building into what is now called "The Dow". The Planning Board voted to recommend approval to the City Commission of the Special Land Use Permit ("SLUP") and Final Site Plan for 160 W. Maple, Dick O'Dow's with the following conditions:

- 1. No outdoor seating is allowed under this current proposal;
- 2. That the rear door not be open after midnight; and
- 3. That when the rear door is open live music only be at the south end of the facility on the south side of the dividing doors.

On June 12, 2017, The City Commission voted to approve Dick O' Dow's Final Site Plan and SLUP Amendment with the conditions recommended by the Planning Board.

BACKGROUND:

Dick O'Dows has operated an outdoor dining patio in front of their establishment in an on-street parking space since 2007, though they have not been approved for outdoor dining facing the rear alley. The City of Birmingham intends to reconstruct Maple Road in the downtown area during the upcoming summer of 2020. As a result of the construction, the applicant will not be able to use their outdoor dining platform on Maple.

On December 16, 2019, the owner of Dick O'Dows attended the City Commission meeting and requested approval to use the rear of his property at 160 W. Maple for outdoor dining temporarily during the 2020 outdoor dining season due to construction on Maple Road. The applicant sent in a letter requesting an expedited review of the proposed temporary outdoor dining, and requested that the City waive the Special Land Use Permit ("SLUP)") application fees, as the request was the result of construction disruption. On January 13th, 2020, The City Commission voted to waive the SLUP fees and allow an expedited review of the proposed temporary outdoor dining. Please see attached minutes for more details.

The owner has now submitted an application for a SLUP Amendment to temporarily relocate the outdoor dining area to the rear of the building adjacent to "The Dow" space, on private property adjacent to the Willits Via.

On February 27, 2020, the Planning Board unanimously recommended approval to the City Commission of the applicant's request for Revised Final Site Plan and SLUP Amendment for 160 W. Maple, Dick O' Dow's, to allow outdoor dining at the rear of the building from April 1 through November 15, 2020 during construction on E. and W. Maple.

The draft Planning Board minutes from February 27, 2020 are not yet available, but will be available prior to the public hearing date.

LEGAL REVIEW:

The City Attorney has reviewed the documentation and has no concerns.

FISCAL IMPACT:

There are no fiscal impacts based on the approval of the SLUP Amendment, Final Site Plan and Design Review for Dick O'Dows.

PUBLIC COMMUNICATIONS:

As required for combined SLUP Amendments and Final Site Plan and Design applications, a legal ad was placed in a newspaper of local circulation to advertise the SLUP Amendment request at 160 W. Maple in advance of the February 27, 2020 Planning Board meeting. In addition, postcard notices were mailed to all property owners and occupants within 300 feet of the subject property, in advance of the February 27, 2020 Planning Board meeting. The applicant also placed a notification sign on the property which is visible from the sidewalk and street as required.

SUMMARY:

The applicant is seeking approval for a Special Land Use Permit (SLUP) Amendment and Final Site Plan & Design Review to allow Dick O'Dows to allow outdoor dining at the rear of the building from April 1 through November 15, 2020 during construction on E. and W. Maple.

ATTACHMENTS:

- SLUP Resolution
- Planning Board Staff Report
- Site Plan & Furniture Photos
- Special Land Use Permit Application
- Memo to City Commission December 2019
- Previous Meeting Minutes
- Letter from Neighbor

SUGGESTED RESOLUTION:

To set a public hearing date for April 6, 2020 to consider approval of a Special Land Use Permit Amendment and Final Site Plan and Design Review for Dick O'Dows at 160 W. Maple to allow outdoor dining at the rear of the building from April 1 through November 15, 2020 during construction on E. and W. Maple.

DICK O' DOWS 160 W. MAPLE SPECIAL LAND USE PERMIT AMENDMENT 2020

WHEREAS, Pursuant to Article 6, section 6.02 of Chapter 126, Zoning, of the City Code, existing establishments with alcoholic beverage sales (on-premise consumption) shall obtain a Special Land Use Permit upon change in ownership or name of establishment, or upon application for a site plan review;

WHEREAS, DICK O' DOWS filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment in the B4 zone district in accordance Article 2, Section 2.37 of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the north side of W. Maple, west of N. Old Woodward;

WHEREAS, The land is zoned B-4, and is located within the Downtown Birmingham Overlay District, which permits the operation of food and drink establishments serving alcoholic beverages with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on April 26, 2017 reviewed the application for a Special Land Use Permit and recommended approval of the application with the following conditions:

- 1. No outdoor seating is allowed under this current proposal;
- 2. That the rear door not be open after midnight; and
- 3. That when the rear door is open live music only be at the south end of the facility on the south side of the dividing doors.

WHEREAS, The land for which the Special Land Use Permit is sought is located in the Central Business District Historic District;

WHEREAS, Article 7, section 7.08 of Chapter 126, Zoning requires that alterations to structures located in a historic district must obtain approval from the Historic District Commission;

WHEREAS, The Historic District Commission on May 3, 2017 reviewed the application for historic review and granted approval as submitted;

WHEREAS, The applicant submitted an application for a Special Land Use Permit Amendment and Revised Final Site Plan for DICK O' DOWS in 2020;

WHEREAS, The Planning Board on February 27, 2020 reviewed the application for a Special Land Use Permit Amendment and recommended approval of the application to allow outdoor at

the rear of the building from April 1 through November 15, 2020 during construction on E. and W. Maple;

WHEREAS, The applicant has agreed to comply with the previous conditions of approval approved by the Planning Board and City Commission;

WHEREAS, The Birmingham City Commission has reviewed DICK O' DOWS Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that DICK O' DOWS application for a Special Land Use Permit and Final Site Plan at 160 W. Maple is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

- 1. Outdoor dining is permitted at the rear of the building from April 1, 2020 through November 15, 2020 during construction on E. and W. Maple;
- 2. The rear door to the alley must not be open after midnight;
- 3. When the rear door is open to the alley, live music may only be played at the south end of the facility on the south side of the dividing doors;
- 4. DICK O' DOWS shall abide by all provisions of the Birmingham City Code; and
- 5. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, DICK O' DOWS and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of DICK O' DOWS to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that DICK O' DOWS is recommended for the operation of a food and drink establishment serving alcoholic beverages on premises, with a Class C Liquor License, at 160 W. Maple, Birmingham, Michigan, 48009, above all others, pursuant to Chapter 10, Alcoholic Liquors, of the Birmingham City Code, subject to final inspection.

I, Cheryl Arft, Acting City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on April 6, 2020.

Cheryl Arft, Acting City Clerk

City of	of B iri	mingham A Walkable Community =

MEMORANDUM

Planning Division

DATE:	February	27 th ,	2020
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TO: Planning Board

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: 160 W. Maple, Dick O Dow's – Revised Final Site Plan and SLUP Amendment

Executive Summary

The subject site, Dick O Dow's, is located at 160 W. Maple, on the north side of W. Maple west of Pierce. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District.

On April 26, 2017, the Planning Board conducted a public hearing to discuss a request by the applicant to renovate the rear façade of the building into what is now called "The Dow". The Planning Board voted to recommend approval to the City Commission of the Special Land Use Permit ("SLUP") and Final Site Plan for 160 W. Maple, Dick O'Dow's with the following conditions:

- 1. No outdoor seating is allowed under this current proposal;
- 2. That the rear door not be open after midnight; and
- 3. That when the rear door is open live music only be at the south end of the facility on the south side of the dividing doors.

On June 12, 2017, The City Commission voted to approve Dick O' Dow's Final Site Plan and SLUP Amendment with the conditions recommended by the Planning Board. Please see attached minutes from the Planning Board and City Commission from these dates.

Dick O'Dows has operated an outdoor dining patio in front of their establishment in an on-street parking space since 2007, though they have not been approved for outdoor dining facing the rear alley. The City of Birmingham intends to reconstruct Maple Road in the downtown area during the upcoming summer of 2020. As a result of the construction, the applicant will not be able to use their outdoor dining platform on Maple.

On December 16, 2019, the owner of Dick O'Dows attended the City Commission meeting and requested approval to use the rear of his property at 160 W. Maple for outdoor dining temporarily during the 2020 outdoor dining season due to construction on Maple Road. The applicant sent in a letter requesting an expedited review of the proposed temporary outdoor dining, and requested that the City waive the Special Land Use Permit ("SLUP)") application fees, as the request was the result

of construction disruption. On January 13th, 2020, The City Commission voted to waive the SLUP fees and allow an expedited review of the proposed temporary outdoor dining. Please see attached minutes for more details.

The owner has now submitted an application for a SLUP Amendment to temporarily relocate the outdoor dining area to the rear of the building adjacent to "The Dow" space, on private property adjacent to the Willits Via.

1.0 Land Use and Zoning

- 1.1 <u>Existing Land Use</u> The existing site is used for commercial purposes. Land uses surrounding the site are also retail and commercial, with multi-family residential to the north.
- 1.2 <u>Existing Zoning</u> The property is currently zoned B-4, Business-Residential, and D-4 in the Downtown Overlay District. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.
- 1.3 <u>Summary of Land Use and Zoning</u> The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Commercial / Retail & Residential	Commercial / Retail	Commercial / Retail	Commercial / Retail
Existing Zoning District	B-4, Business- Residential	B-4, Business- Residential	B-4, Business- Residential	B-4, Business- Residential
Downtown Overlay Zoning District	D-4	D-4	D-4	D-4

2.0 Screening and Landscaping

- 2.1 <u>Screening</u> No changes are proposed.
- 2.2 <u>Landscaping</u> Seven black planter boxes to enclose the outdoor dining are proposed. The site currently has four and the site plan has indicated that the three additional planter boxes will match what is currently there.

3.0 Parking, Loading, Access, and Circulation

- 3.1 <u>Parking</u> As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking.
- 3.2 <u>Loading</u> No changes are proposed.
- 3.3 <u>Vehicular Access & Circulation</u> Vehicular access to the building will not be altered.
- 3.4 <u>Pedestrian Access & Circulation</u> No changes proposed.
- 3.5 <u>Streetscape</u> The applicant is not proposing to alter the existing sidewalk, street trees, or light poles.

4.0 Lighting

No new lighting is proposed at this time.

5.0 Departmental Reports

- 5.1 <u>Engineering Division</u> Comments will be provided by Thursday February 27th, 2020.
- 5.2 <u>Department of Public Services</u> Comments will be provided by Thursday February 27th, 2020.
- 5.3 <u>Fire Department</u> Comments will be provided by Thursday February 27th, 2020.
- 5.4 <u>Police Department</u> Comments will be provided by Thursday February 27th, 2020.
- 5.5 <u>Building Department</u> Comments will be provided by Thursday February 27th, 2020.

6.0 Design Review

The applicant is proposing to add 5 outdoor dining tables with 4 seats each for a total of 20 outdoor seats. The plans indicate all outdoor seats and tables will be located on private property. The site plan also indicates that the outdoor dining area will be enclosed by seven black planter boxes that are typical of what exists there today.

Outdoor Dining Standards:

The applicant has indicated a service refuse container within the outdoor dining area. The outdoor dining is surrounded by the B4 Business-Residential Zone on all sides, is not adjacent to a multi-family residential district, and therefore the Zoning Ordinance permits outdoor dining to be used until the close of business unless otherwise determined by the City Commission as a condition if the temporary SLUP is approved. The conditions of approval for the renovation in 2017 included not allowing the rear door to be open after 12am. **The Planning Division recommends that the Planning Board and City Commission**

discuss hours of operation for the outdoor dining. The outdoor dining furniture appears to made of high quality wood and metal, therefore satisfying the outdoor dining requirements.

<u>Signage</u> No signage changes are proposed at this time.

7.0 Downtown Birmingham 2016 Overlay District

The site is located within the D-4 zone of the 2016 Regulating Plan, within the Downtown Birmingham Overlay District. The Planning Division finds the proposed site plan adequately implements the goals of the plan as they relate to the activation of alleys and passages. The 2016 Plan states that the alleys and passages of Birmingham are underutilized spaces and that they should be maintained at a standard comparable to the sidewalks in town and that outdoor dining specifically should be encouraged.

8.0 Via Activation Overlay



The proposed outdoor dining is on private property that abuts Willits Alley which is a designated Active Via. The applicant currently has a roll up door facing the alley and a façade that is mostly glass that creates more visible activity for the alley. The location is also identified in the Via Activation Overlay as a Potential Vista. According to Article 3.16(H)(5):

Any building façade that terminates a view, as designated in the on Via Activation Plan, shall provide distinct and prominent architectural features of enhanced character and visibility or artistic elements, which reflect the importance of the building's location and create a positive visual landmark within the via system.

The addition of outdoor dining in the proposed space could be considered an architectural feature that creates a positive visual landmark as it enhances the space with people and

activity. The goal of the Via Activation Overlay is to encourage designs and uses that enhance the character and visual interest of the alley. Outdoor dining in the proposed space has the potential to create more human interaction in the alley, enhance the character of the corner upon which it is located and encourage pedestrians to explore the vias more often.

9.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property not diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

10.0 Approval Criteria for Special Land Use Permits

Article 07, section 7.34 of the Zoning Ordinance specifies the procedures and approval criteria for Special Land Use Permits. Use approval, site plan approval, and design review are the responsibilities of the City Commission. This section reads, in part:

Prior to its consideration of a special land use application (SLUP) for an initial permit or an amendment to a permit, the **City Commission shall refer the site plan and the design to the Planning Board for its review and recommendation. After receiving the recommendation, the City Commission shall review the site plan and design of the buildings and uses proposed for the site described in the application of amendment.**

The City Commission's approval of any special land use application or amendment pursuant to this section shall constitute approval of the site plan and design.

11.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend APPROVAL of the applicant's request for Revised Final Site Plan and SLUP Amendment for 160 W. Maple, Dick O' Dow's to allow outdoor dining at the rear of the building from April 1 through November 15, 2020 during construction on E. and W. Maple.

12.0 Sample Motion Language

Based on a review of the site plans submitted, the Planning Board recommends APPROVAL of the applicant's request for Revised Final Site Plan and SLUP Amendment for 160 W. Maple, Dick O' Dow's to allow outdoor dining at the rear of the building from April 1 through November 15, 2020 during construction on E. and W. Maple.

OR

Motion to recommend DENIAL of the Revised Final Site Plan and SLUP Amendment to the City Commission for 160 W. Maple, Dick O' Dow's, for the following reasons:

1. _____ 2. _____

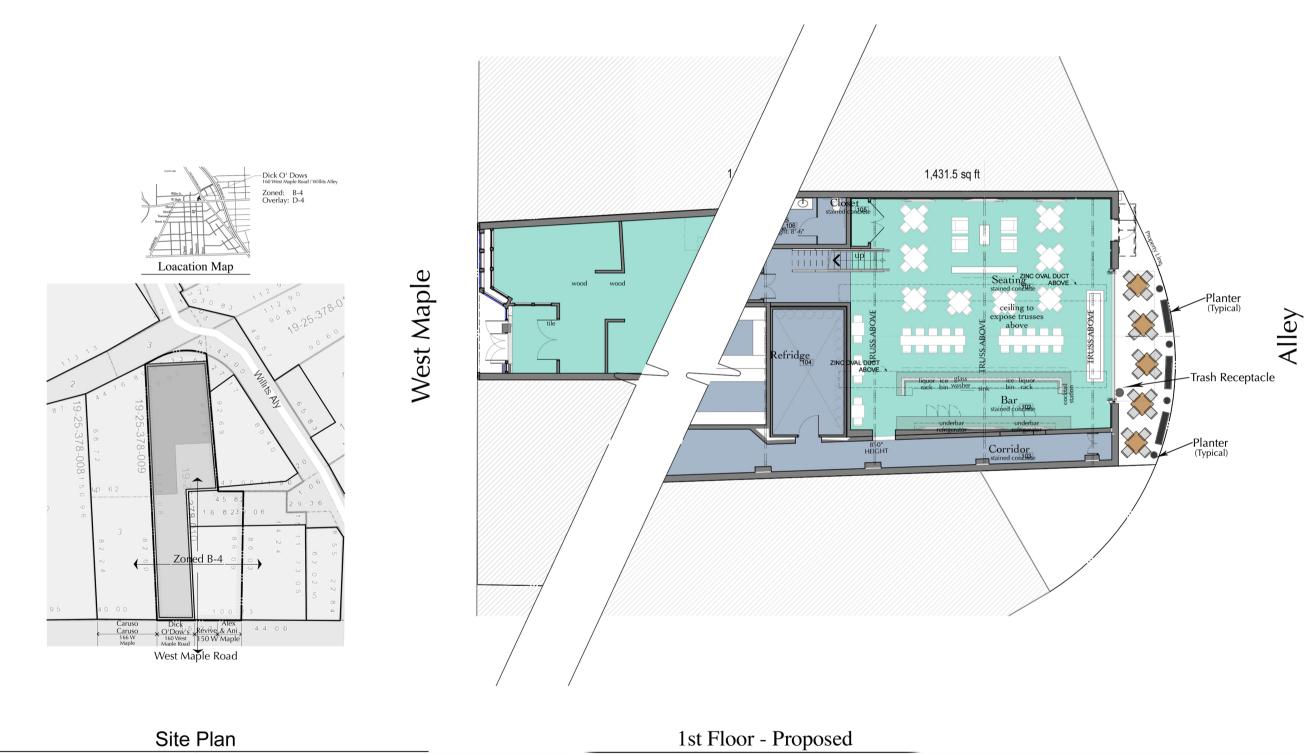
OR

Motion to POSTPONE the Revised Final Site Plan and SLUP Amendment for 160 W. Maple, Dick O' Dow's, with the following conditions:

1. _____ 2. _____

O' Dow's Exchange

160 West Maple Road / Willits Alley Birmingham, Michigan 48009



1/8" = 1'-0"



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 Peabody, Birmingham, Michigan
 48009
 248.258.6940
 248.258.6940







2/21/2020







Special Land Use Permit Application Planning Division

Form will not be processed until it is completely filled out.

	Applicant
	Name: Mitch Black
	Address: 160 W Mappe
	Bieminanan mi 48009
	Phone Number: 249-227-3840
	Fax Number:
	Email address: semblack o storal ne
	- I block be for the

3. Applicant's Attorney/Contact Person

Name:	Mitch Black
Address:	160 Wast Made
B	Rmingham Mit 48009
Phone Numl	per: 248-227-3840
Fax Number	
Email addres	JS:

5. Required Attachments

1

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
 - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - iii. A certified Land Survey;
 - iv. Interior floor plans;

6. Project Information

Address/Location of the property:

Name of development:	
Sidwell #:	
Current Use:	
Proposed Use:	
Area of Site in Acres:	
Current zoning:	
Is the property located in the floodplain?	
Name of Historic District Site is located in:	
Date of Historic District Commission Approval:	
Date of Application for Preliminary Site Plan:	
Date of Preliminary Site Plan Approval:	

2. Property Owner Name: LEVINSON (LUIN Pop LLE Address: 22519 FIDICERS COVE Rel DEVERLY WILLS, ME 40025 Phone Number: (242) 766 - 2226 Fax Number: Email address: (RUINSONS 30 40 hoo. cou

4. Project Designer/Developer

Name:	
Address:	

Phone Number:	
Fax Number:	
Email address:	

- v. A Landscape Plan;
- vi. A Photometric Plan;
- vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

Date of Application for Final Site Plan:_____ Date of Final Site Plan Approval: _____ Date of Application for Revised Final Site Plan: _____ Date of Revised Final Site Plan Approval: _____ Date of Design Review Board Approval: _____ Is there a current SLUP in effect for this site? _____ Date of Application for SLUP: _____ Date of SLUP Approval: _____ Date of Last SLUP Amendment: ______ Will proposed project require the division of platted lots? ______

Will proposed project require the combination of platted lots?

7. Details of the Proposed Development (attach separate sheet if necessary)

OUTPOCH TIPILA SEATING ON OWN PROPERTY Number of Buildings on Site: ______ 8. Buildings and Structures Use of Buildings: Height of Rooftop Mechanical Equipment: 9. Floor Use and Area (in Square Feet) Proposed Commercial Structures: Office Space:_____ Retail Space: Industrial Space:_____ Open space: ______ Percent of open space: ______ Proposed Residential Structures: Total number of units: Rental units or condominiums? Number of one bedroom units:_____ Size of one bedroom units: Number of two bedroom units: Size of two bedroom units: Number of three bedroom units: Size of three bedroom units: Open space:______
Percent of open space:______ Proposed Additions: Total basement floor area, if any, of addition: Use of addition:_____ Number of floors to be added: Height of addition:_____ Square footage added per floor: Office space in addition: Retail space in addition: Total building floor area (including addition):_____ Industrial space in addition:______Assembly space in addition:______ Floor area ratio (total floor area ÷ total land area): Open Space:_____
Percent of open space:_____ Maximum building occupancy load (including addition): **10. Required and Proposed Setbacks** Required front setback:_____ Proposed front setback:_____ Proposed rear setback_____ Required rear setback:_____ Required total side setback: Proposed total side setback: Second side setback: Side setback: 11. Required and Proposed Parking Proposed number of parking spaces: Required number of parking spaces: Typical size of parking spaces: Number of spaces <180 sq. ft.:

 Number of baddes area spaces:

 Shared parking agreement?

 Height of light standards in parking area:

 Number of light standards in parking area: Height of screenwall:_____ Screenwall material:

12. Landscaping

Location of landscape areas:

Proposed landscape material:

13. Streetscape

Sidewalk width:	
Number of benches:	
Number of planters:	
Number of existing street trees:	
Number of proposed street trees:	
Streetscape plan submitted?	

14. Loading

Required number of loading spaces:	
Typical angle of loading spaces:	
Screenwall material:	
Location of loading spaces on site:	

15. Exterior Waste Receptacles

Required number of waste receptacles:_	
Location of waste receptacles:	
Screenwall material:	

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers:	
Size of transformers (L•W•H):	
Number of utility easements:	
Screenwall material:	

Ground Mounted Mechanical Equipment:

Number of ground mounted units:	
Size of ground mounted units (L•W•H):	
Screenwall material:	

Rooftop Mechanical Equipment:

Number of rooftop units:	
Type of rooftop units:	
v	

Screenwall material:	
Location of screenwall:	

17. Accessory Buildings

Number of accessory buildings:	
Location of accessory buildings:	

18. Building Lighting

Number of light standards on building:

Proposed number of loading spaces:	
Typical size of loading spaces:	
Height of screenwall:	
Typical time loading spaces are used:	

Description of benches or planters:

Species of existing trees:

Species of proposed trees:

Proposed number of waste receptacles:	
Size of waste receptacles:	
Height of screenwall:	

Location of all utilities & easements:

Height of screenwall:

Location of all ground mounted units:

Height of screenwall:

Location of all rooftop units: Size of rooftop units (L•W•H): Percentage of rooftop covered by mechanical units: Height of screenwall: Distance from rooftop units to all screenwalls:

Type of light standards on building:

Size of light fixtures (L•W•H):	Height from grade:
Maximum wattage per fixture:	Proposed wattage per fixture:
Light level at each property line:	
8.0 10 10 00 00 Property miles	
9. Site Lighting	
Number of light fixtures:	Type of light fixtures:
Size of light fixtures (L•W•H):	Height from grade:
Maximum wattage per fixture:	Proposed wattage per fixture:
Light level at each property line:	Holiday tree lighting receptacles:
0. Adjacent Properties	
Number of properties within 200 ft.:	
Property #1	
Number of buildings on site:	Property Description:
Zoning district:	
Square footage of principal building:	
Square footage of accessory buildings:	
Number of parking spaces:	North, south, east or west of property?
Number of parking spaces.	
Property #2	
Number of buildings on site:	Property Description:
Zoning district:	
Use type:	
Square footage of principal building:	
Square footage of accessory buildings:	
Number of parking spaces:	North, south, east or west of property?
Property #3	
Number of buildings on site:	Property Description:
Zoning district:	
Use type: Square footage of principal building:	
Square footage of accessory buildings:	
Number of parking spaces:	North, south, east or west of property?
Number of parking spaces.	
Property #4	
Number of buildings on site:	Property Description:
Zoning district:	
Use type:	
Square footage of principal building:	
Square footage of accessory buildings:	
Number of parking spaces:	North, south, east or west of property?
Property #5	
Number of buildings on site:	Property Description:
Zoning district:	
Use type:	
Use type: Square footage of principal building:	
Square footage of accessory buildings:	
Number of parking spaces:	North, south, east or west of property?
rumber of parking spaces.	Norm, soum, cast or west of property :

The undersigned states the above information is true and correct, <u>and understands that it is the</u> <u>responsibility of the applicant to advise the Planning Division and / or Building Division of any</u> <u>additional changes made to an approved site plan</u>. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

LEVINSON LEVI-	Mavad C Gumaso	MANAGING MEN	chen,
Signature of Owner:	Marad C Gumaro	Date: _	1/9/2020
	D C. LEVINSUN		
Signature of Applicant:	- Il	Date: /	1-8-2020
Print Name:	CH HIKC		
Signature of Architect:		Date:	
Print Name:		2	
	Office Use Only	,	
Application #:	Date Received:	Fee:	
Date of Approval:	Date of Denial:	Accepted by:	

13.	Existing and p	proposed la	ayout of streets,	open space	and other	basic	elements	of the	plan:
-----	----------------	-------------	-------------------	------------	-----------	-------	----------	--------	-------

- 14. Existing and proposed utilities and easements and their purpose;
- 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
 16. Concerned description to action and three of the development;
- 16. General description, location, and types of structures on site;
- 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- 18. Details of existing or proposed lighting, signage and other pertinent development features;
- 19. Elevation drawings showing proposed design;
- 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- 21. Location of all exterior lighting fixtures;
- 22. A Photometric Plan depicting proposed illuminance levels at all property lines;
- 23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- 24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than $1^{"} = 100$ ' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- 25. Color elevation drawings showing the proposed design for each façade of the building;
- 26. List of all materials to be used for the building, marked on the elevation drawings;
- 27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- 28. Details of existing or proposed lighting, signage and other pertinent development features;
- 29. A list of any requested design changes;
- 30. Itemized list and specification sheets of all materials, light fixtures and mechanical equiptment to be used, including exact size specifications, color, style, and the name of the manufacturer;
- 31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- 32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.



FEE SCHEDULE

Application	Fees	
Administrative Approval	\$100	
Administrative Sign Approval	\$100	
Board of Zoning Appeals*		
Single Family Residential	\$310	
• All Other Zoning Districts	\$510	
Community Impact Study Review*	\$2,050	
Design Review*	\$350	
Division/Combination of Platted Lots	\$200	
Historic District Review*		
• Single Family Residential	No Charge	
• All Other Zoning Districts	\$350	
Public Notice Sign		
Notice Sign Rental	\$50	
Returnable Sign Bond	\$100	
	→ \$150 total	
Preliminary/Final Site Plan Review		
• R4 – R8 Zoning District	\$850, plus \$50 per dwelling unit	
Nonresidential Districts	\$1,050, plus \$50 per acre or portion of acre	
Special Land Use Permit*	\$800	
Plus Site Plan Review	\$1,050	
Plus Design Review	\$350	
• Plus Publish of Legal Notice	\$450	
• Plus Sign Rental and Deposit	\$150	
Special Land Use Permit Annual Renewal	\$200	
Temporary Use Permit	\$100	
Zoning Compliance Letter	\$50	

*The fees for Board of Zoning Appeals, Community Impact Study Review, Design Review, Site Plan Review, Historic District Review and Special Land Use Permits shall be double the listed amounts in the event the work is commenced prior to the filing of an application for review by the City of Birmingham.

Ordinance No. 1751 (Appendix A, Section 7.38 of the Birmingham City Code)



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant:ATTCH DINCIC	Case #:	Date: 1-B-Za
Address: 160 W. 111912	Project:	

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Site Plan for Special Land Use Permit

A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than $1^{"} = 100^{"}$ (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- 1. Name and address of applicant and proof of ownership;
- 2. Name of Development (if applicable);
 - 3. Address of site and legal description of the real estate;
 - 4. Name and address of the land surveyor;
 - 5. Legend and notes, including a graphic scale, north point, and date;
- 6. A separate location map;
- 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- 8. Aerial photographs of the subject site and surrounding properties;
- 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- 11. Interior floor plans;
- 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");



Notice Signs - Rental Application Community Development

1. Applicant	Property Owner
Name: MITCH BARCIC	Name: LEVINGON LEVIN PROPERTIES, LLC
Address: 160 W MARL	Address: 22519 FIDDLERS COVE Rd
	BEVERLY HILLS, ME 48025
Phone Number: 248-642-1135	Phone Number: (248) 766.2220
Fax Number: 248-642-900L	Fax Number:
Email address: Semblack QSbc global, net	Email address: 1001150253@yaho.cog
2. Project Information	
Address/Location of Property:	Name of Historic District site is in, if any:
Name of Development:	Current Use:
Area in Acres:	Current Zoning:
3. Date of Board Review	
Board of Building Trades Appeals:	Board of Zoning Appeals:
City Commission:	Design Review Board:
Historic District Commission:	Housing Board of Appeals:
Planning Board:	× · · · · · · · · · · · · · · · · · · ·

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: <u>1-7-202,0*</u>
Application #:	Office Use Only Date Received:	Fee:
Date of Approval:	Date of Denial:	Reviewed by:

City	ningham 1 Walkable Community =

MEMORANDUM

Planning Division

DATE:January 8, 2020TO:Joseph A. Valentine, City ManagerFROM:Jana Ecker, Planning DirectorSUBJECT:Dick O'Dows, 160 W. Maple
Review Process for SLUP Amendment

INTRODUCTION:

Dick O'Dows Irish Pub was the first restaurant in Birmingham to open an outdoor dining patio in front of their establishment in an on-street parking space. Their custom made patio platform was installed in 2007, and has been in continuous use during the warmer months since that time.

BACKGROUND:

The City of Birmingham completed Phase 1 of the Maple and N. Old Woodward reconstruction project in the summer of 2018. This coming summer, the City plans to complete a reconstruction of Maple Road extending from the limits of Phase 1 west to Southfield Road, and from the limits of Phase 1 east to Woodward Avenue. As a result of this ongoing construction, Dick O'Dows restaurant will not be able to continue using their outdoor dining platform on Maple.

On December 16, 2019, the owner of Dick O'Dows attended the City Commission meeting and requested approval to use the rear of his property at 160 W. Maple for outdoor dining temporarily during the 2020 outdoor dining season due to construction on Maple Road. The applicant sent in a letter requesting an expedited review of the proposed temporary outdoor dining, and requested that the City waive the Special Land Use Permit ("SLUP)") application fees, as the request was the result of construction disruption.

The owner has now submitted an application for a SLUP Amendment to temporarily relocate the outdoor dining area to the rear of the building adjacent to "The Dow" space, on private property adjacent to the Willits via. This matter is scheduled to be reviewed by the Planning Board on February 26, 2020.

LEGAL REVIEW:

The City Attorney has reviewed the proposed schedule and has no concerns.

FISCAL IMPACT:

There are no fiscal impacts that will occur if the above review schedule proposed by the Planning Board is approved.

PUBLIC COMMUNICATIONS:

Prior to the application beign considered by the Planning Board on February 26, 2020, the Planning Division will send out notices to all property owners and tenants within 300' of 160 W. Maple seeking public comment on the proposal. This process will be repeated by the City Clerk's Office when the matter is scheduled before the City Commission for final approval.

SUMMARY:

The owner of Dick O'Dows restaurant is requesting a SLUP Amendment to termporarily locate their outdoor dining at the rear of the building adjacent to the Willits via for the 2020 outdoor dining season. The applicant is further requesting that the City Commission waive the application fee for the SLUP amendment, and expedite processing of the SLUP application to allow the relocated outdoor dining area to open at the beginning of the outdoor dining seasons on April 1, 2020.

ATTACHMENTS:

- Letter from Applicant
- Existing Storefront and Patio on W. Maple
- Maple Road Construction Plans for W. Maple in front of Dick O'Dows

SUGGESTED RESOLUTION:

To approve the applicant's request to waive the application fees and expedite the request for a SLUP Amendment for Dick O'Dows at 160 W. Maple to allow the applicant to temporarily relocate the outdoor dining area at the rear of the building during the 2020 outdoor dining season.

Mitch Black 160 West Maple Birmingham Mi. 48009 11-21-2019

Birmingham City Council Birmingham, Mi. 48009

Dear Birmingham Commission,

I am submitting this letter in regard to the upcoming road construction on Maple Road this spring and summer of 2020. I have been a part of the Birmingham community for over 23 years. Over that period of time I have witnessed many exciting and positive changes in the city. As a small business owner, it has not always been easy with many economic and competitive challenges. When Old Woodward was redone in the summer of 2018, we were the only restaurant with a dining platform that was affected. We are unique in the fact that we are the only restaurant in Birmingham that will be as adversely affected by this upcoming for two out of three summers. We are also unique in the fact that we own property at the rear of the building that is currently designated by planters. Given our unique circumstances, I am respectfully requesting your consideration during the 2020 construction project on Maple Road to temporarily allow use of our private property to relocate our outdoor dining.

This spring will be equally if not more challenging as there are even more options for summer outdoor dining. With the opening of the Dow space in the rear of the pub we have been able to clean and revitalize our rear entrance. We would like the City to consider relief from the upcoming construction by allowing us to place tables on our property on a temporary basis. We are not currently allowed to use this space and I would like you to consider the normal cost and fees consistent with the application process be waived and allow us to operate next summer on our property, The request would give us the chance to further enhance the alley that has been the goal and vision of the city plan, but also allow some accommodation for the challenges this project will bring.

We are also faced with the real possibility of having to replace our dining platform with the changes in the curb and sidewalk area that would be consistent of rebuilding the

Birmingham City Council 11-21-2019 Page 2

road. We anticipate that out current platform will require at minimum rebuilding and the real likelihood of complete replacement at significant cost.

I feel that we have been in important part of the downtown experience and we value our role in the community. By allowing us to use the property at the rear would allow us to remain competitive in the summer months and as a small business I am trying to be as proactive as possible in light expected challenges ahead. Thank you for the consideration and look forward to being and part of the fabric of Birmingham for the next 20 year. We are not asking you to forgo the usual application process only an exception to allow us an equal competitive basis with other legacy licenses and newly developed bistros as we prepare for the much needed infrastructure and beautification project that is planned in 2020.

In closing here is the specific requests that I would like you to consider

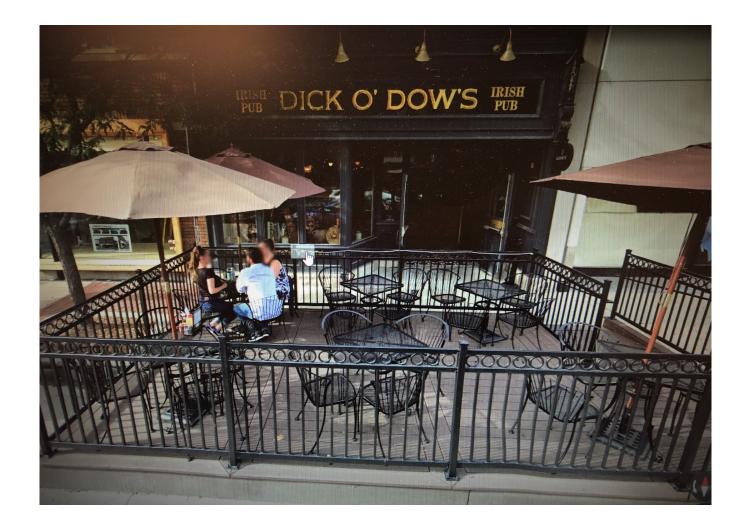
- 1. The temporary use of owned property at the rear of 160 West Maple for the spring and summer of 2020 for the placement of outdoor dining
- 2. Waive fees associated with application process
- 3. Understanding that this is only a temporary request that can be revoked at any time

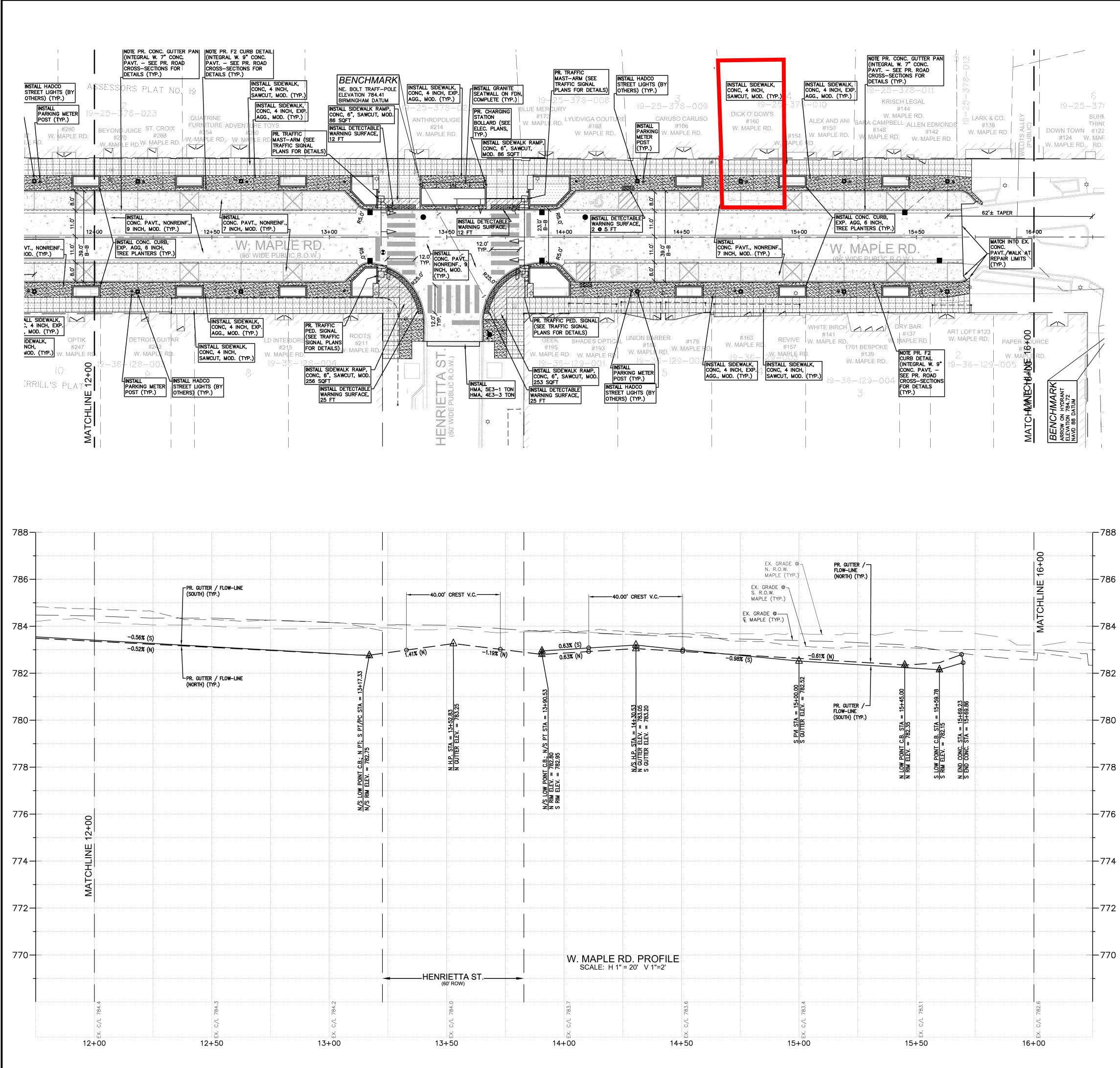
Thank you for your consideration and allowing Dick O'Dow's to be a part of our great community.

Best, ------

Mitch Black

Dick O'Dows Irish Pub and The Dow







NOWAK & FRAUS ENGINEERS

CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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

SEAL

NF

PROJECT

Maple Road Reconstruction Project 2020

CLIENT

<u>City of Birmingham</u>

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

Part of the S./N. 1/2 of Section 25/36 Town 2 North, Range 10 East City of Birmingham, Oakland County, Michigan

SHEET W. Maple Road Sta. 12+00 to Sta. 16+00 **Construction Plan**



DATE ISSUED/REVISED

AND MAPS.	07-26-19 PRELIMINARY CITY REVIEW
ITHER EXPRESSED OR SS OR ACCURACY ALL BE RESPONSIBLE ILITY LOCATIONS AND OF CONSTRUCTION.	09-06-19 MDOT G.I. SUBMITTAL
OF CONSTRUCTION:	
ND	
EXISTING SAN/COMB SEWER	
EXISTING WATER MAIN	
EXISTING STORM SEWER	
EXISTING BURIED CABLES	
	DRAWN BY:
EXISTING GAS MAIN	<u>G. Viju</u>
OVERHEAD LINES	DESIGNED BY:
EX. PAVERS	P. Tulikangas
	APPROVED BY:
REPAIRS PR. FULL-DEPTH	B. Buchholz
ASPH. REPAIR	DATE:
PR. PARTIAL-DEPTH	9-26-2018
PR. CONC. PAVT.	9-20-2018
9" 7" W/ INT. CURB	SCALE: $1'' = 20'$
B. THICKENED	20 10 0 10 20

NFE JOB NO

K516

PR. 4" EXP. AGGREGATE CONCRETE SIDEWALK

SHEET NO.

24

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 THEREFORE, NO GUARANTEE IS E I IMPLIED AS TO THE COMPLETENES THEREOF. THE CONTRACTOR SH FOR DETERMINING THE EXACT UT ELEVATIONS PRIOR TO THE START

LEGE CI FAN-OUT GVW T CB END SECTION ELEC. METER TELEPHONE GAS GAS MARKER GAS VALVE UTILITY POLE LIGHT POLE STRAIN POLE GUY W RECORD CURB STOP LOCATION (APPROX.) LANDSCAPE BED ୍ଷ^ନ L/S EX. SOIL BORING PUBLIC PHONE 6 PUMP SIGN POST/BOLLARD 0 PARKING METER MAIL BOX

ROCK/BOULDER

SPRINKLER VALVE BOX

SPRINKLER HEAD FOUND PROPERTY MARKER DOWNSPOUT ×000.00 GROUND ELEVATION

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CITY OF BIRMINGHAM REGULAR MEETING OF THE PLANNING BOARD WEDNESDAY, APRIL 26, 2017 City Commission Room 151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on April 26, 2017. Chairman Scott Clein convened the meeting at 7:30 p.m.

- **Present:** Chairman Scott Clein; Board Members Stuart Jeffares, Bert Koseck, Vice Chairperson Gillian Lazar, Janelle Whipple-Boyce (arrived at 7:40 p.m.; Alternate Board Members Lisa Prasad, Daniel Share; Student Representatives Ariana Afrakhteh (left at 9:40 p.m.), Isabella Niskar
- Absent: Board Members Robin Boyle, Bryan Williams

Administration:	Matthew Baka, Sr. Planner Sean Campbell, Asst. Planner Jana Ecker, Planning Director Carole Salutes, Recording Secretary
Also present:	Mike Labadie from Fleis & Vandenbrink (``F&V''),Transportation Engineering Consultants for the City

04-80-17

SPECIAL LAND USE PERMIT ("SLUP") FINAL SITE PLAN REVIEW

1. 160 W. Maple Rd. Dick O'Dow's Irish Pub Request for SLUP to allow re-design of the rear of the building to open into the via for open air dining

Mr. Campbell explained the subject site is located on the north side of W. Maple Rd. west of Pierce. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The applicant, Dick O'Dow's, is proposing to renovate the rear façade of the building for open air dining and to make interior modifications. The establishment operates with an existing Class C quota liquor license. Article 06, section 6.02(A)(5) Continuance of Non-conformity, requires that any establishment with alcoholic beverage sales (on-premise consumption) shall obtain a SLUP upon change in ownership or name of establishment, or upon application for a site plan review. Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Final Site Plan and SLUP, and then obtain approval from the City Commission for the Final Site Plan and SLUP. As the proposed establishment is

located within the Central Business District Historic District, the applicant is also required to appear before the Historic District Commission ("HDC"). The applicant is scheduled to appear at the May 3, 2017 HDC meeting.

Design Review

The applicant is proposing to renovate the existing rear façade by installing a large glass roll- up door, eliminating the dumpster enclosure, and reducing the existing double entrance door down to a single door. The applicant is also proposing extensive renovation to the interior of the building.

Rear Façade

The proposed roll-up door will have insulated glass in an aluminum frame on bi-fold steel straps by "Schweiss Doors." The double door at the west end of the rear façade is proposed to be replaced with a single wood and glass door that will be accented with a small steel canopy above constructed on a steel tube frame. The remainder of the rear façade is concrete block which is proposed to be painted BM2126-20 "Raccoon Fur."

Interior changes

The back half of the building interior is proposed to be demolished and rearranged to create a second bar and seating area. The new bar is proposed to have 18 seats and the table seating is proposed at 62 seats for a grand total of 80 seats.

Signage

No signage changes are proposed at this time.

Mr. Christopher Longe, Architect, spoke for the business owner, Mr. Mitch Black who was present. Mr. Longe explained they plan to expose the interesting steel trusses in the new bar seating area. The whole idea is to have a craft beer bar/restaurant off of the Willits Alley. In response to the Chairman, he noted there is no intention to have live music in the new bar. There will be doors that will act as a sound buffer between it and music coming from the front.

Mr. Mitch Black explained their idea is to try and re-energize the back area. It will be a quieter environment than up-front. In order to create space they have moved their dumpster back into a corner by the building near the main service door.

Chairman Clein took comments from members of the public at 7:55 p.m.

Dr. Marvin Siegel, a resident of the Willits Building, noted the noise and activity from the beer restaurant will echo through the alley until 2 a.m. The residents should be considered.

Ms. Linda Kenyon said she also lives on the back side of the Willits. She thought there should be barriers to prevent bar customers from pushing out onto the alley. She was concerned about gatherings of people becoming rowdy. Drawings need to be clearer before anything moves forward.

Mr. John Demar, who lives at the Willits, said there could be a real problem in the alley unless it is delineated that people can't spill out of the beer restaurant area.

Dr. Siegel mentioned also that there will be a lot more car traffic in the alley from dropping people off and picking them up.

Ms. Ecker reported that two letters were received from Cheryl Anobile, 111 Willits, along with a video regarding noise concerns.

Motion by Ms. Lazar Seconded by Mr. Share to accept the letters for the packet.

Motion carried, 7-0.

VOICE VOTE Yeas: Lazar, Share, Clein, Jeffares, Koseck, Prasad, Whipple-Boyce Nays: None Absent: Boyle, Williams

Ms. Lazar was in agreement that the board ought to see more finite drawings to provide assurance there is a demarcation line between the restaurant seating and the alley. Mr. Share did not think the alley doors should be open past midnight. Mr. Share further noted it may be difficult for the Planning Board to legislate noise coming from patrons outside in the alley.

Mr. Black spoke to say he has no problem with a restriction on the hours the rear door can be open or closed. They are looking to be a great neighbor. With the new beer restaurant opening up they will have a lot better idea of what is going on in the alley and be able to monitor it because of the increased visibility into the alley and the increase in staffing in the rear portion of the restaurant.

Ms. Niskar thought if noise has been an issue for a very long time, this is a good time for the establishment to make the transition.

Motion by Mr. Share

Seconded by Ms. Prasad that the Planning Board approve the Final Site Plan and a SLUP for 160 W. Maple Rd, Dick O'Dow's, as presented subject to the following conditions:

1. No outdoor seating is allowed under this current proposal;

2. That the rear door not be open after midnight; and

3. That when the rear door is open live music only be at the south end of the facility on the south side of the dividing doors.

Public comment on the motion was allowed at 8:18 p.m.

Ms. Cheryl Anobile stated that noise coming from groups of smokers in the back is extremely loud and it echoes through the alley. Additionally, their smoke wafts upward toward balconies in the Willits.

BIRMINGHAM CITY COMMISSION MINUTES JUNE 12, 2017 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

ROLL CALL:	Present,	Mayor Nickita
		Mayor Pro Tem Harris (<i>arrived at 8:10 p.m.</i>)
		Commissioner Bordman
		Commissioner Boutros
		Commissioner DeWeese
		Commissioner Hoff
		Commissioner Sherman (arrived at 8:46 p.m.)
	Absent,	None

Administration: City Manager Valentine, Senior Planner Baka, City Clerk Brown, Police Chief Clemence, City Attorney Currier, City Planner Ecker, DPS Manager Filipski, Finance Director Gerber, Assistant to the City Manager Haines, Building Official Johnson, City Engineer O'Meara, DPS Director Wood

1

June 12, 2017

VI. NEW BUSINESS

06-153-17 PUBLIC HEARING - FINAL SITE PLAN AND SPECIAL LAND USE PERMIT (SLUP) - 160 W. MAPLE – DICK O'DOW'S

Mayor Nickita opened the public hearing at 8:14 p.m.

City Planner Ecker reported:

- The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District.
- The applicant, Dick O Dow's, is proposing to renovate the rear façade of the building and make interior modifications.
- The establishment operates with an existing Class C quota liquor license. Article 06, section 6.02 Continuance of Nonconformity, A (5) requires that any establishment with alcoholic beverage sales (on-premise consumption) shall obtain

a Special Land Use Permit upon change in ownership or name of establishment, or upon application for a site plan review.

- On April 26, 2017, the Planning Board conducted a public hearing on the applicant's request to renovate the rear façade of the building. The Planning Board voted unanimously to recommend approval to the City Commission of the Special Land Use Permit ("SLUP") and Final Site Plan for 160 W. Maple, Dick O'Dow's with the following conditions:
 - 1. No outdoor seating is allowed under this current proposal;
 - 2. That the rear door not be open after midnight;
 - 3. That when the rear door is open live music only be at the south end of the facility on the south side of the dividing doors.
- As the proposed establishment is located within the Central Business District Historic District, the applicant is also required to appear before the Historic District Commission (HDC). On May 3, 2017, the HDC voted unanimously to recommend approval to the City Commission of the proposed design changes for 160 W. Maple, Dick O'Dow's.

City Planner Ecker clarified for Commissioner Hoff:

- The new area will seat 62 at tables and 18 at the bar. The back area could accommodate a 90-person party.
- The garage door is insulated glass in an aluminum frame, so it is not designed to be soundproof.
- No outside lighting is proposed, but the glass garage door will allow ambient light into the alley.

Answering additional questions from Commissioner Hoff, Mr. Mitch Black, Dick O'Dow's noted:

- The bar will be on east wall where the fireplace is currently located.
- There will be tables along the front of the garage door, but the garage door is not for entry/exit.
- There are typically hostesses on the weekends and at other times as needed.

Mr. Black responded to questions from Commissioner DeWeese by explaining:

- Only six additional seats are proposed over the current seating in the back area.
- Potential noise problems will be monitored by Dick O'Dow's staff for compliance with the City's noise ordinance.
- The establishment has been in business for 21 years with few complaints.
- The front and back will be separated by a hallway 10' longer than the current one, to fully separate the front and back atmospheres.
- On St. Patrick's Day the weather is typically too cold to open the garage door, so it will likely be closed during those celebrations.

Commissioner DeWeese commented that the key thing is management, and indicated Dick O'Dow's has managed fairly well in the past. He encouraged Mr. Black to maintain control going forward.

Dr. Marvin Siegel, Willits Condominiums, expressed concerns about any additional plans the Commission has for the Willits Alley. Mayor Nickita indicated the plan is to keep the alley pedestrian friendly. Dr. Siegel was not opposed to stores along the alley having access for customers from the alley.

Dr. Siegal was under the impression there would be no music in the back room. Mr. Black:

- Clarified there will be no live music, but there will be background music.
- Confirmed there will be no seating in the alley.
- Confirmed the garage door will close at midnight.
- Verified the door and both front and back exits meet applicable City fire codes.

Dr. Siegal commented, with bar traffic leaving the area at 2:00 a.m. and early morning traffic beginning around 7:00 a.m., Willits residents have only a five-hour reprieve from traffic noise.

City Attorney Currier clarified the City has control over the north-south portion of the Willits alley, but the east-west portion is owned by Willits Condominiums and the City just has an emergency vehicle easement.

Commissioner Boutros was in favor of activating and enhancing the alley.

Commissioner Hoff was in favor of Dick O'Dow's plan, calling it an asset to Birmingham. She expressed some concern about noise for the residents of the Willits Condominiums, but noted only Dr. Siegal and Cheryl Anobile from the Willits registered concern. Commissioner Hoff stated that if the Willits residents are not concerned she supports the plan.

Commissioner DeWeese asked that the prohibition against outdoor seating in the rear of the building be made clear in the Commission's action.

Mayor Nickita closed the public hearing at 8:42 p.m.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner DeWeese: To approve the Final Site Plan and Special Land Use Permit for 160 W. Maple - Dick O'Dow's, to allow the renovation of the existing restaurant, with no outdoor seating allowed in the rear of the building.

VOTE: Yeas, 6 Nays, 0 Absent, 1 (Sherman)

Mayor Nickita noted the City is responsive to reports of issues outside the parameters of a SLUP.

BIRMINGHAM CITY COMMISSION MINUTES DECEMBER 16, 2019 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Pierre Boutros called the meeting to order at 7:30 PM.

II.	ROLL CAL	L	
	ROLL CALL:	Present:	Mayor Boutros Mayor Pro Tem Longe Commissioner Baller Commissioner Hoff Commissioner Host
		Absent:	Commissioner Nickita Commissioner Sherman None

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, Acting City Clerk Arft, Human Resource Manager Myers, DPS Director Wood, Assistant City Engineer Fletcher, Police Commander Grewe, Police Chief Clemence, City Planner Ecker, Assistant City Manager Gunter

VIII. COMMUNICATIONS

12-315-19 COMMUNICATION FROM MR. BLACK

Mr. Mitch Black, Dick O'Dows, addressed the commission about the road construction in front of his business blocking the use of his front entrance. The restaurant was unable to use their outdoor seating area during the summer of 2017 through 2019 due to the same road construction. Now, moving forward to 2020 they are subject to the same and would like to use the rear area of this space, now called "The Dow", for outdoor seating on a temporary basis for the summer. When road construction is complete, the restaurant will need to re-engineer the platform they have used in prior years and at that time would need to use the rear space for business. The owners would like the commission to waive the formal permit process and allow outdoor seating at the rear of the restaurant, temporarily, for the summer of 2020.

Mayor Boutros noted that the commission does not take action on this part of the agenda, but could request more information for an agenda item at a future meeting.

Commissioner Sherman asked if this type of request would require an amendment to the SLUP that would be able to time-out.

Commissioner Hoff suggested that the administration put this request on a future agenda.

Commissioner Host agreed with Commissioner Hoff.

Commissioner Baller asked for clarification of what exactly would be put on the agenda.

City Manager Valentine explained that it would be an amendment to the SLUP to consider relocating the outdoor dining from the street to the back area owned by the applicant for a time during 2020; and consider the request to waive the fee for the application process.

Commissioner Nickita commented that the process would have to be recognized; the planning board would need to review the SLUP amendment and make a recommendation.

City Manager Valentine commented that it is a very simple and straightforward request. The administration would proceed in a way to accommodate the demands of the outdoor seating season.

BIRMINGHAM CITY COMMISSION MINUTES JANUARY 13, 2020 MUNICIPAL BUILDING, 151 MARTIN 7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Pierre Boutros called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present: Mayor Boutros Mayor Pro Tem Longe Commissioner Baller Commissioner Hoff Commissioner Host Commissioner Nickita Commissioner Sherman Absent: None

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, Acting City Clerk Arft, Human Resource Manager Myers, DPS Director Wood, City Engineer O'Meara, Assistant City Engineer Fletcher, Police Commander Grewe, Police Chief Clemence, City Planner Ecker, Management Intern Fairbairn

01-012-20 SPECIAL LAND USE PERMIT AMENDMENT – DICK O'DOW'S – 160 W. MAPLE

Director Ecker presented this item.

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe: To approve the applicant's request to waive the application fees and expedite the request for a SLUP Amendment for Dick O'Dows at 160 W. Maple to allow the applicant to temporarily relocate the outdoor dining area at the rear of the building during the 2020 outdoor dining season.

Commission Hoff inquired if residents would be notified of the change. Director Ecker affirmed.

VOTE: Ayes, 7 Nays, 0



RE: 160 W. Maple final review-Dick O'Dow's 2/27/2020 1 message

Kim Baydoun <kbaydoun@thewillits.com> Reply-To: kbaydoun@thewillits.com To: Jana Ecker <Jecker@bhamgov.org>

Cc: Joe Valentine <Jvalentine@bhamgov.org>

Good morning,

Thank you for the quick response. I am happy to hear this won't impact the corner.

I feel much more comfortable about the outdoor dining. I appreciate your help.

Thanks,

Kim

Kim Baydoun The Willits Residential Association

Community Director

111 Willits Street

Birmingham, MI 48009

(248) 258-3925

(248) 258-2887

From: Jana Ecker [mailto:Jecker@bhamgov.org] Sent: Wednesday, February 19, 2020 3:54 PM To: Baydoun, Kim <kbaydoun@thewillits.com> Cc: Joe Valentine <Jvalentine@bhamgov.org> Subject: Re: 160 W. Maple final review-Dick O'Dow's 2/27/2020

Good afternoon Kim,

I received your email and wanted to let you know that this is the only notice that went out as it is a change to a previously approved site plan and special land use permit. All of the outdoor dining being proposed at this time is located on private property, and does not propose the use of any portion of the alley behind Dick O'Dows. We do have plans on file in the office, but I do not yet have an electronic version to send you. You are welcome to call and set up a time to come and view the plans. Basically, there is a row of 4-top tables proposed along the rear of the building within private property boundaries. The width of the alley will not be impacted.

If you have any other questions, please let me know.

Jana

On Wed, Feb 19, 2020 at 10:05 AM Kim Baydoun <kbaydoun@thewillits.com> wrote:

Hi Jana,

Thu, Feb 20, 2020 at 9:03 AM

I received the Notice of Public hearing for outdoor alley seating for Dick O'Dows. I never received the first notice and had no idea this was taking place. I want to make sure that the corner turn at the end of our building and across for Dick's was taken into consideration. If there is outdoor seating at the back of Dick's, how will the huge delivery trucks, moving vans and garbage trucks clear that corner? We have had multiple trucks hit our building, awnings over the years, and destroy the curbs, and this is without outdoor seating. It is very tough for large trucks to clear that corner. I also understand that Sidecar will be opening next month, and that means a ton more big truck deliveries in the alley daily.

I get that Mitch's business will suffer without outdoor dining, and I understand the need to move it to the alley. I am all for this temporarily as long as the corner can be cleared without damage to our building.

I would like to know what the plan is and would appreciate any information, drawings etc....

Thank you,

Kim

Kím Baydoun

The Willits Residential Association

Community Director

111 Willits Street

Birmingham, MI 48009

(248) 258-3925

(248) 258-2887

Jana L. Ecker

Planning Director City of Birmingham 248-530-1841

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TOILY O	f B irmingham
	A Walkable Community

MEMORANDUM

Engineering Department

DATE:	February 13, 2020
то:	Joseph A. Valentine, City Manager
FROM:	Austin W. Fletcher, Assistant City Engineer
SUBJECT:	G2 Consulting Group Contract Extension

INTRODUCTION:

G2 Consulting Group, L.L.C. specializes in providing geotechnical services for capital improvement projects such as those often completed by the Engineering Department. Their previous contract with the City from 2015 is expiring. An amendment to extend the contract for another five (5) years is required.

BACKGROUND:

As a matter of standard policy, the Engineering Department often hires an outside geotechnical engineering firm to provide testing services on our construction projects. A geotechnical engineer specializes in making sure that the soils our projects are constructed on are sound and once dug up, recompacted properly. They also test materials brought to the job site, such as concrete, asphalt, crushed limestone and sand, to make sure that it meets the required specifications. Tests are also conducted on concrete once it has been placed, to verify that it achieves the required strength.

For many years, G2 Consulting Group, L.L.C. has often performed material testing for the City of Birmingham in conjunction with our construction projects. Although we have also used other testing companies, we have found that we have been most satisfied with the response and performance of G2 over the years. G2 Consulting Group, L.L.C. has also had the unique ability to respond quickly to our needs, since their headquarters is located in Troy. The Commission approved an operating agreement between the City and G2 in 2015, which is set to expire at the end of next month.

LEGAL REVIEW:

The City Attorney's office wrote the contract amendment included in this report. G2 Consulting Group, L.L.C. has signed the amendment without any request for changes.

FISCAL IMPACT:

A copy of the current rate structure as well as a copy of the previously provided rate structure (2015) as provided for reference. The fees reflect an average a three percent (3%) increase, which our department believes is reasonable. It should be noted that, G2 Consulting Group has indicated (on the attached Schedule of Fees and Service) that the proposed rates will remain the same for the first two (2) years of the contract and are subject to two percent (2%) increase per year for the remaining three (3) years of the contract.

SUMMARY

It is recommended that the contract amendment to extend the contract with G2 Consulting Group, L.L.C. be approved for a period of five (5) years.

ATTACHMENTS:

- Contract amendment between the City of Birmingham and G2 Consulting Group, L.L.C. (six pages)
- Schedule of Fees 2020 Construction Season (two pages)
- Certificate of insurance (one page)
- Copy of signed contract between the City and G2 Consulting Group, L.L.C. from 2015 (seven pages)
- Schedule of Fees 2015 Construction Season (two pages)

SUGGESTED RESOLUTION:

To approve the contract amendment with G2 Consulting Group, L.L.C. for professional services, to be charged to the various capital improvement accounts for work being undertaken by the City, and further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

CITY OF BIRMINGHAM G2CONSULTING GROUP ENGINEERING CONSULTANT CONTRACT

THIS AGREEMENT, made and entered into this ______day of _____2020, by and between the CITY OF BIRMINGHAM, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the CITY, and G2 CONSULTING, whose address 1866 Woodslee St., Troy, MI 48083, is hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY would like to engage the professional services of the CONSULTANT to perform geotechnical engineering services, including inspections and consulting, and

WHEREAS, the CONSULTANT is willing to render such services desired by the CITY for the considerations hereinafter expressed.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The CONSULTANT shall perform engineering services for the CITY, including, but not limited to, investigations, studies and preliminary engineering, soil borings, soil tests, geotechnical design, inspections during construction, etc.,

The CONSULTANT will provide said services only when requested to do so by the City Engineer.

2. The CONSULTANT shall perform all work under the direction of the City Engineer or a designated representative.

3. The CITY agrees to pay the CONSULTANT for services rendered on the basis of an hourly fee as set forth in Exhibit A which is attached hereto and made a part hereof. The hourly fee may be reviewed and adjusted annually by mutual consent of both parties in writing. The CONSULTANT shall submit billings on a regular basis, but no more than once a month.

4. This Agreement shall commence on ______, and shall terminate on ______. However, notwithstanding the term of the agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice. In the event of termination, the CONSULTANT shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results to the date the termination, documents and recommendations prepared by the CONSULTANT through such date.

5. If the CONSULTANT fails to perform its obligations hereunder, the CITY may take any and all remedial actions permitted by law.

6. The CONSULTANT shall hire personnel of good character and fitness to perform the duties under this Agreement.

7. The CONSULTANT 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 CONSULTANT shall inform the CITY of all claims or suits asserted against it by the CONSULTANT'S employees who work pursuant to this Agreement. The CONSULTANT shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

8. 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.

9. To the fullest extent permitted by law, the CONSULTANT and any entity or person for whom the CONSULTANT is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asse1ied, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or prope1iy damage, including loss of use thereof, which arise out of the acts, errors or omissions of the CONSULTANT including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

The CITY agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the CITY'S contract with such contractors to indemnify the CONSULTANT for any liability incurred by the CONSULTANT as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the CONSULTANT. 10. The CONSULTANT shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The CONSULTANT shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. <u>Workers' Compensation Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. <u>Motor Vehicle Liability Insurance</u>: CONSULTANT shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. <u>Additional Insured</u>: The Commercial General Liability and Motor Vehicle Liability, 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, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from CONSULTANT under this Section.
- E. <u>Professional Liability Insurance</u>: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$2,000,000 per claim if CONSULTANT will provide service that are customarily subject to this type of coverage.

- F. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional 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: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- G. <u>Proof of Insurance Coverage</u>: CONSULTANT shall provide the CITY at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation 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;
 - Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- H. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, CONSULTANT shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

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

12. The CONSULTANT and the CITY agree that the CONSULTANT is acting as an independent contractor with respect to the CONSULTANT'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 CONSULTANT nor its employees shall be construed as employees of the CITY. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other pa1iy, except as specifically outlined herein. Neither the CITY nor the CONSULTANT shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not

be construed as a contract of agency. The CONSULTANT shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

13. The CONSULTANT agrees that it will apply for and secure all pe1mits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

14. This Agreement shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY and CONSULTANT. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

15. The CITY shall be the owner of all the drawings, specifications or other documents prepared by the CONSULTANT. Any modifications made to the drawings by the CITY shall be clearly marked as such on the modified document. The CITY may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.

- 16. Notices shall be given to:
 - a. City of Birmingham 151 Martin Street P.O. Box 3001 Birmingham, MI 48012-3001 Attention: Ms. Laura Pierce

With copies to:

Timothy J. Currier, City Attorney Beier Howlett, P.C. 3001 W. Big Beaver Rd., Ste. 200 Troy, MI 48084

 b. G2 Consulting Group, LLC 1866 Woodslee Troy, MI 48083 Attention: Noel J. Hargrave-Thomas

17. The CONSULTANT acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The CONSULTANT recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONSULTANT agrees to use reasonable care to safeguard the confidential and proprietary information and

to prevent the unauthorized use or disclosure thereof. The CONSULTANT shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The CONSULTANT further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

18. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONSULTANT 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.

19. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF BIRMINGHAM

By:___

Pierre Boutros, Mayor

By:____

Cheryl Arft, Clerk

G2 CONSULTING GROUP, LLC

Ву:_____

Its:_____

APPROVAL (Sec 2-289 City Code)

Paul T. O'Meara, City Engineer as to substance

Mark Gerber, Director of Finance as to Financial Obligation Joseph A. Valentine, City Manager as to substance

Timothy J. Currier, City Attorney as to form



Schedule of Fees and Services – 2020 and 2021 Construction Season Fees Valid through December 31, 2021

A. Engineering Services

Construction Materials Testing and Engineering Services for field testing and inspection duties, meetings and conferences, recommendations, reporting, and consultation will be furnished in accordance with the following schedule of hourly rates:

Engineering Technician	\$ 53.00
(3 hour minimum charge)	
Senior Engineering Technician	\$ 58.00
(3 hour minimum charge)	
Supervising Engineering Technician	\$64.50
(3 hour minimum charge)	
Staff Engineer	\$ 85.00
Senior Staff Engineer	\$105.00
Project Engineer	\$ 115.00
Project Manager	\$ 135.00
Principal of Firm	\$ 150.00

Rates are portal to portal from our Troy, Michigan office.

Overtime rates of 1.5 x base rate apply to field staff time on the project in excess of 8 hours per day or for work on Saturdays, Sundays, and recognized legal holidays.

Technician rates include all concrete field testing equipment costs and report review, preparation and distribution charges. Engineering time will only be charged for direct involvement in the project.

Daily travel / vehicle charge, which includes all site vehicle usage and communications costs, will be invoiced at \$40.00 per day.

Trips to project sites or borrow sources for sample collection / pick-up will be invoiced at a lump sum of \$100.00, which includes personnel time and vehicle usage charges.

g2consultinggroup.com

 Headquarters
 1866 Woodslee St
 Troy, MI 48083
 P 248.680.0400
 F 248.680.9745

 Ann Arbor
 1350 Eisenhower PI
 Ann Arbor, MI 48108
 P 734.390.9330
 F 734.390.9331

 Chicagoland
 1186 Heather Dr
 Lake Zurich, IL 60047
 P 847.353.8740
 F 847.353.8742

B. Laboratory Testing Services

Aggregates

Washed Gradations	
1/2" Maximum and smaller	\$ 90.00
3/4" Maximum and larger	\$ 100.00
Mix Design Verification, per agg.	\$ 350.00
(includes gradation, fineness modulus, absorption,	
specific gravity, and unit weight)	
Deleterious Substances - visual pick	\$ 75.00
Moisture-Density Tests	
Modified Proctor (ASTM D 1557, AASHTO T180)	\$ 200.00
Standard Proctor (ASTM D 698, AASHTO T99)	\$ 190.00
ASTM D5268 Topsoil Evaluation, per sample	\$ 225.00
(includes grain size, pH and organic content)	¢ 220.00
Atterberg Limits (LL, PL, Pl) determination	\$ 125.00
Grain Size Distribution with Hydrometer Analysis, per	
sample	\$ 195.00
Portland Cement Concrete	
Concrete Compression Tests, each	\$ 15.00
(including reserves not tested)	φ 10.00
Flexural Tests on Concrete Beams	\$ 115.00
Concrete Mix Design Preparation (ACI 211)	\$ 900.00
Asphalt Materials – Tested in our Troy Laboratory, per sample	
Extraction Tests (Ignition Furnace)	\$ 205.00
Marshall Properties – per set of 3 specimens	+ 200100
(stability, flow, unit wt.)	\$ 205.00
Superpave Properties – per set of 2 specimens	\$ 345.00
(Gmb)	·
Theoretical Maximum Specific Gravity	
(Gmm by Rice's Method)	\$ 125.00
C. Equipment Charges	
C. Equipment enarges	
Nuclear Moisture/Density Gauge, per day	\$ 50.00
Unit Pato Ecos are subject to a 2% increase per year for 2022 (thr	ouab

Unit Rate Fees are subject to a 2% increase per year for 2022 (through 12/31/2022), 2023 (through 12/31/2023) and 2024 (through 12/31/2024) construction seasons.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/13/2020

THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	ELY OR ANCE		GATIVELY AMEND, EXTER S NOT CONSTITUTE A CO	ND OR	ALTER THE C	OVERAGE A	AFFORDED BY THE POLIC	IES	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to	an AD the te	DITI(erms	ONAL INSURED, the polic and conditions of the po	licy, ce	rtain policies				
this certificate does not confer rights to	the ce	ertifi	cate holder in lieu of such	CONTA	=				
PRODUCER				NAME:	AIIII KOSII				
The James B. Oswald Company				PHONE (A/C, No E-MAIL	o, Ext): (210) N	33-1466	(A/C, NO).	(248) 43	33-7611
39572 Woodward Ave				ADDRE	ss: ARoshak	@oswaldcomp	anies.com		
Suite 201					IN	SURER(S) AFFOF	RDING COVERAGE		NAIC #
Bloomfield Hills			MI 48304	INSURE	RA: Travelers	s Property Cas	ualty Company Of America		25674
INSURED				INSURE	RB: Travelers	s Indemnity Co	mpany		25658
G2 Consulting Group LLC				INSURE	RC: Phoenix	Insurance Con	npany		25623
1866 Woodslee				INSURE	RD: Continer	ntal Casualty C	ompany		20443
				INSURE	RE:				
Troy			MI 48083	INSURE	RF:				
COVERAGES CEF	TIFICA	ATE I	NUMBER: 19-20 GL				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PERT EXCLUSIONS AND CONDITIONS OF SUCH PO	IREMEN AIN, TH DLICIES	NT, TE IE INS 5. LIM	ERM OR CONDITION OF ANY O SURANCE AFFORDED BY THE ITS SHOWN MAY HAVE BEEN	CONTR/	ACT OR OTHER IES DESCRIBE CED BY PAID CI	R DOCUMENT \ D HEREIN IS S _AIMS.	WITH RESPECT TO WHICH TH		
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							MED EXP (Any one person) \$	5,000)
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Birmingham Including all Elected and Appointed Officials, All Employees, All Boards, Commission and/or Authorities and Board Members are Included as Additional Insured. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from CONSULTANT under this Section. Thirty (30) Days Advance Written Notice of Cancellation or Non-Renewal Shall be Sent to: Director of Finance, City of Birmingham, P.O.Box 3001, 151 Martin St. , Birmingham, MI 48012									
CERTIFICATE HOLDER					ELLATION				
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CITY OF BIRMINGHAM G2 CONSULTING GROUP ENGINEERING CONSULTANT CONTRACT

THIS AGREEMENT, made and entered into this 29^{th} day of 50^{th} , 2015, by and between the CITY OF BIRMINGHAM, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the CITY, and G2 CONSULTING, whose address is 1866 Woodslee St., Troy, MI 48083, hereinafter referred to as the CONSULTANT.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, the CITY would like to engage the professional services of the CONSULTANT to perform geotechnical engineering services, including inspections and consulting, and

WHEREAS, the CONSULTANT is willing to render such services desired by the CITY for the considerations hereinafter expressed.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The CONSULTANT shall perform engineering services for the CITY, including, but not limited to, investigations, studies and preliminary engineering, soil borings, soil tests, geotechnical design, inspections during construction, etc.,

The CONSULTANT will provide said services only when requested to do so by the City Engineer.

2. The CONSULTANT shall perform all work under the direction of the City Engineer or a designated representative.

3. The CITY agrees to pay the CONSULTANT for services rendered on the basis of an hourly fee as set forth in Exhibit A which is attached hereto and made a part hereof. The hourly fee may be reviewed and adjusted annually by mutual consent of both parties in writing. The CONSULTANT shall submit billings on a regular basis, but no more than once a month.

4. This Agreement shall commence on May 16, 2015, and shall terminate on March 31, 2020. However, notwithstanding the term of the agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice. In the event of termination, the CONSULTANT shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the CONSULTANT through such date.



5. If the CONSULTANT fails to perform its obligations hereunder, the CITY may take any and all remedial actions permitted by law.

6. The CONSULTANT shall hire personnel of good character and fitness to perform the duties under this Agreement.

7. The CONSULTANT 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 CONSULTANT shall inform the CITY of all claims or suits asserted against it by the CONSULTANT'S employees who work pursuant to this Agreement. The CONSULTANT shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

8. 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.

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

The CITY agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the CITY'S contract with such contractors to indemnify the

CONSULTANT for any liability incurred by the CONSULTANT as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the CONSULTANT.

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specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The CONSULTANT shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

13. The CONSULTANT agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

14. This Agreement shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY and CONSULTANT. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

15. The CITY shall be the owner of all the drawings, specifications or other documents prepared by the CONSULTANT. Any modifications made to the drawings by the CITY shall be clearly marked as such on the modified document. <u>The CITY may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.</u>

16. Notices shall be given to:

a. City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012-3001
Attention: Ms. Laura Pierce

With copies to:

Timothy J. Currier, City Attorney Beier Howlett, P.C. 200 E. Long Lake Road, Ste. #110 Bloomfield Hills, MI 48304

 b. G2 Consulting Group, LLC 1866 Woodslee Troy, MI 48083 Attention: Noel J. Hargrave-Thomas

17. The CONSULTANT acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become

involved. The CONSULTANT recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONSULTANT agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONSULTANT shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The CONSULTANT further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

18. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONSULTANT 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.

19. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF BIRMINGHAM

Stuart Lee Sherman, Mayor

Laura Pierce, Clerk

G2 CONSULTING GROUP, LLC By:

APPROVAL (Sec 2-289 City Code)

Paul 7. J-0

Paul T. O'Meara, City Engineer as to Substance

Mark Gerber, Director of

Finance as to Financial Obligation

bal ala

Joseph Valentine, City Manager as to Substance

Timothy J. Currier, City Attorney as to Form



Schedule of Fees and Services – 2015 Construction Season

Fees Valid through December 31, 2015

A. Engineering Services

Construction Materials Testing and Engineering Services for field testing and inspection duties, meetings and conferences, recommendations, reporting, and consultation will be furnished in accordance with the following schedule of hourly rates:

Engineering Technician	\$ 46.00
(3 hour minimum charge)	
Senior Engineering Technician	\$ 54.00
(3 hour minimum charge)	
Supervising Engineering Technician	\$ 64.00
(3 hour minimum charge)	
Staff Engineer	\$ 80.00
Project Engineer	\$ 90.00
Project Manager	\$ 125.00
Principal of Firm	\$ 135.00

Rates are portal to portal from our Birmingham, Michigan office.

Overtime rates of 1.4 x base rate apply to time on the project in excess of 8 hours per day or for work on Saturdays, Sundays, and recognized legal holidays.

Technician rates include all concrete field testing equipment costs and report review, preparation and distribution charges. Engineering time will only be charged for direct involvement in the project.

Daily equipment / vehicle charge, which includes all site vehicle usage and communications costs, will be invoiced at \$30.00 per day.

Trips to project sites or borrow sources for sample collection / pick-up will be invoiced at a lump sum of \$100.00, which includes personnel time and vehicle usage charges.

Lake Zurich, IL 60047 P 847.353.8740 F 847.353.8742

B. Laboratory Testing Services

Aggregates

Washed Gradations 1/2" Maximum and smaller 3/4" Maximum and larger Abrasion (LA Machine) Sulfate Soundness, per cycle Mix Design Verification, per agg. (includes gradation, fineness modulus, absorption, anapidia gravity, and unit weight)	\$ 75.00 \$ 90.00 \$ 350.00 \$ 225.00 \$ 195.00
specific gravity, and unit weight) Deleterious Substances - visual pick Moisture-Density Tests	\$ 75.00
Modified Proctor (ASTM D 1557, AASHTO T180) Standard Proctor (ASTM D 698, AASHTO T99)	\$ 175.00 \$ 155.00
ASTM D5268 Topsoil Evaluation, per sample (includes grain size, pH and organic content)	\$ 175.00
Atterberg Limits (LL, PL, PI) determination Grain Size Distribution with Hydrometer Analysis, per	\$ 95.00
sample	\$ 155.00
Portland Cement Concrete	
Concrete Compression Tests, each (including reserves not tested)	\$ 15.00
Flexural Tests on Concrete Beams Concrete Mix Design Preparation (ACI 211)	\$ 95.00 \$ 600.00
Asphalt Materials, per sample	
Extraction Tests Marshall Properties (stability, flow, unit wt.) Theoretical Maximum Specific Gravity (Rice's	\$ 155.00 \$ 155.00
Method) Penetration Test (ASTM D-5)	\$ 80.00 \$ 75.00
C. <u>Equipment Charges</u>	·
Nuclear Moisture/Density Gauge, per day Field Marshall Test Equipment, per day MDOT Field Density Test Equipment, per day	\$ 45.00 \$ 30.00 \$ 30.00

Lake Zurich, IL 60047 P 847.353.8740 F 847.353.8742

City of Birmingham MI Mail - Resigning my position on the Historic District Commission Page 1 of 1



cheryl arft <carft@bhamgov.org>

Resigning my position on the Historic District Commission

1 message

Doug Burley <doug.burley@outlook.com> To: "foia@bhamgov.org" <foia@bhamgov.org> Cc: Doug Burley <doug.burley@outlook.com> Wed, Feb 26, 2020 at 11:30 AM

Dear Ms. Arft / Acting City Clerk,

I hereby resign my position on the Historic District Commission.

I enjoyed serving the people of Birmingham, however we are moving to Bloomfield Hills next month.

Please let me know if you have any questions.

Best regards,

Douglas Burley

M; 248 761-9905

SUGGESTED RESOLUTION: To accept the resignation of Doug Burley, member of the Historic District Commission, thank him for his service, and direct the Acting Clerk to begin the process to fill the vacancy.

NOTICE OF PUBLIC HEARING BIRMINGHAM CITY COMMISSION PROPOSED LOT COMBINATION

Meeting Date, Time, Location:	Monday, March 9, 2020 7:30 PM Municipal Building, 151 Martin Birmingham, MI
Location of Request:	1680 S. Bates St., Parcel #19-36-331-038 & 1698 S. Bates St., Parcel #19-36-331-039
Nature of Hearing:	1680 S. Bates Street, Parcel #19-36-331- 038 - T2N, R10E, SEC 36 RESUB OF BIRMINGHAM-LINCOLN LOTS SUB LOT 194 EXC E 2 FT & S 5 FT OF LOT 195 EXC E 2 FT and 1698 S. Bates Street, Parcel # 19-36-331-039 - T2N, R10E, SEC 36 RESUB OF BIRMINGHAM-LINCOLN LOTS SUB LOT 193 EXC E 2 FT.
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice Requirements:	Mailed to all property owners within 300 feet of subject address.
Approved minutes may be reviewed at:	City Clerk's Office

Persons wishing to express their views may do so in person at the hearing or in writing addressed to City Clerk, City of Birmingham, 151 Martin, Birmingham, MI 48009.
 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

Planning Department

DATE: March 9th, 2020

TO: Joseph A. Valentine, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Public Hearing for a Lot Combination of 1680 S. Bates Street, Parcel # 19-36-331-038 - T2N, R10E, SEC 36 RESUB OF BIRMINGHAM-LINCOLN LOTS SUB LOT 194 EXC E 2 FT & S 5 FT OF LOT 195 EXC E 2 FT and 1698 S. Bates Street, Parcel # 19-36-331-039 - T2N, R10E, SEC 36 RESUB OF BIRMINGHAM-LINCOLN LOTS SUB LOT 193 EXC E 2 FT.

INTRODUCTION:

The owner of 1680 and 1698 S. Bates is seeking approval for a lot combination of two parcels into one.

BACKGROUND:

The subject properties are located on the southwest corner of S. Bates Street and W. Southlawn Blvd. The owner of both properties has applied to combine the two lots into one in order to demolish the northern house at 1680 S. Bates to create a larger yard space with a patio and sport court for the existing house at 1698 S. Bates Street. According to Article 2.07(C)(1)(j) Accessory Permitted Uses, Items such as patios and sport courts are considered accessory uses "*incidental to the permitted principal use,* "and therefore are not permitted on a vacant lot without a principal use.

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 R2, Single Family Residential. The applicant constructed their new, two-story home on 1698 S. Bates in 2008 where the applicant lives, and is proposing to continue to live in the same home. No changes to the building envelope at 1698 S. Bates are proposed.

In regards to lot size, the minimum lot area per unit in the R2 Zone is 6,000 SF. The applicant has proposed a lot combination that would total 13,750 SF of lot area which conforms to the Zoning Ordinance standards for minimum lot area. The maximum lot coverage for the R2 Zone is 30%, which would be 4,125 SF for the combination of the two proposed lots. The applicant

1

will maintain their current building envelope on 1698 S. Bates with a lot coverage of 1,191 SF which conforms to the Zoning Ordinance standards for lot coverage.

In regards to setbacks, the applicant is maintaining their front setback of 41.58 feet which conforms to the minimum front setback regulation of 39.78 for the subject property. The applicant has also proposed to maintain their rear setback of 64.60 feet which conforms to the minimum rear setback requirement of the Zoning Ordinance. In regards to accessory uses in the rear yard, the applicant has proposed an extended patio and sport court in the rear yard area. Such uses will be subject to Impervious Surface and Open Space standards review by the Engineeering and Building Departments if the lot combination is approved.

The applicant is required to maintain a total side yard setback of 21.92 feet. The proposed sideyard setback has increased from 17.06 feet to 61.88 feet; 11.22 on the southern side and 50.60 on the northern side which satisfies the requirements of the Zoning Ordinance. There are no accessory uses proposed in the side yard.

In regards to the character of the area, the 1980 Master Plan recommends the area as a single family residential zone. The applicant has proposed to maintain a single-family residential use on the corner of S. Bates and Southlawn. The corner property across the street from the subject site has a similar sized lot as the applicant's proposal, but has a larger footprint. The proposed lot satisfies all use and setback requirements of the R2 Residential Zone requirements. Therefore, the proposed lot size 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 45.17 feet, making the maximum lot width 90.33 feet. The applicant is proposing a lot width of 87.68 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 6,257 square feet, making the maximum lot area 12,515 square feet. The applicant is proposing a combined lot area of 13,750 square feet. **Accordingly, the proposal does not meet this requirement.**

It is of note that the subject property, as well as all other properties on the east side of S. Bates for this block have a lot depth of 156.79 which is the longest lot depth of properties within 500 feet, therefore the larger lot area. The surrounding properties within 500 feet have lot depths between 119 feet to 140 feet.

(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.

The applicant is proposing to remove one home at 1680 S. Bates Street, but they are not proposing to expand the existing envelope of their home at 1698 S. Bates Street. The Planning Division refers to the Zoning Ordinance as the standard for rhythm and pattern of development as it provides the guidelines for lot size and setbacks. Lots in the R2 Residential Zone may not be smaller than 6,000 square feet and may not have lot widths less than 30 feet. Buildings may not be closer than 14 feet and are subject to the setbacks of the R2 Residential Zone. It is of note that although the space between two homes may be increasing, the current Zoning Ordinance requirements for the R2 Residential Zone does not regulate the maximum lot size or maximum building setback standards. Although the applicant is not proposing to expand their existing building envelope, if they were to do so, it would be consistent with the home directly across the street from them at 1698 S. Bates. The proposed lot size and building footprint appears to satisfy all of the Zoning Ordinance requirements for the R2 Residential street.

(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 floodpain 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.

PUBLIC COMMUNICATIONS:

The applicant has spoken with her neighbors prior to submitting the lot combination request, and has included letters of support, which are attached to this memo. In addition, prior to the application being considered by the City Commission, the City Clerk's office will send out notices to all property owners and tenants within 300' of both 1680 and 1698 S. Bates seeking public comment on the proposal.

SUMMARY:

The Planning Division recommends that the City Commission approve the application for the lot combination of 1680 and 1698 S. Bates Street.

ATTACHMENTS:

- Letter to the City
- Application
- Proof of ownership
- Applicant's summary of project
- Letters from Residents
- Registered Land Survey & Landscaping Drawings

In addition, the applicant has provided a short video which will be shown during the public presentation by staff at the time of the public hearing.

SUGGESTED ACTION:

To APPROVE the proposed lot combination of 1680 S. Bates Street, Parcel # 19-36-331-038 and 1698 S. Bates Street, Parcel # 19-36-331-039.

January 23, 2020

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates Lot Combination Application

To whom it may concern:

My name is Katherine Pearce and I live at 1698 S. Bates with my husband Harry and our two young sons. We have lived in our home for 12 years and intend to stay here for many decades more. Harry's family has lived in the area since the 1980's and my family has been in the metro Detroit area since the 1800's. My grandmother was raised at a farmhouse on 12 Mile & Telegraph back in the 1940's when that area still had a Birmingham mailing address. We love Michigan, we love Detroit, and we especially love Birmingham. Our children are in Kindergarten and 4th Grade in Birmingham Public Schools, at Pierce and Covington. I am the PTA Treasurer at Birmingham Covington School, the Chairman of Cub Scout Pack 1007 at Pierce, and founder of the neighborhood playgroup GoPlay!-Birmingham, which has hosted over 30 outdoor playground meet-ups at City of Birmingham parks since 2018. Harry and I share a common goal of providing the best childhood possible to our sons, and we intend to do that here in Birmingham.

We recently purchased the rental property directly north of us, at 1680 S. Bates. We respectfully request approval from the City to combine 1680 and 1698 S. Bates into one lot, for the purpose of improving the property by providing an outdoor patio space with a gas fireplace, a sports court, a concrete pad and post for our hot tub, and a safe usable yard for our growing sons to play sports. The combination of these two lots will allow our family to continue to enjoy our home and outdoor space for many years to come.

Upon approval of this application, we will work closely with the Community Development department to ensure our plans meet all required standards. We will submit for the necessary permits so that our family can begin using the improved property as soon as possible.

Please find attached:

- Presentation detailing our proposal
- 20 letters of support from neighbors
- Landscaping plans
- 6 short traffic videos

- Application forms
- Proof of ownership and tax information
- Registered surveys
- Additional supporting documents

In conclusion, we hope our proposal is found to be reasonable and acceptable. Thank you kindly for your time reviewing these materials and also for serving our beautiful City.

Sincerely,

Catherine Pearce

Katherine Pearce



Combination of Platted Lots Application Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: Katherine Pearce	
Address: 1698 S. Bates St.	
Phone Number: 248-444-9146	
East March	

Fax Number:_____ Email address; katherine_alice@yahoo.com

3. Applicant's Attorney/Contact Person

Name: As above	
Address:	
Phone Number: Fax Number:	
Email address:	

5. Project Information

Address/Location of Property:	
1680 and 1698 S. Bates	
Sidwell #:	
Parcel #: 1680: 19-36-331-038 and 1698: 19-36-331-039	
Current Zoning:	

6. Required Attachments

I.

- Two (2) copies of a registered land survey showing:
 - i. All existing and proposed platted lot lines;
 - ii. Legal descriptions of proposed lots;
 - iii. Locations of existing/surrounding structures for at least 500 ft. in all directions;
 - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked;

2. Property Owner

i reperty entiter	
Name: Harry & Katherine Pearce	
Address: 1698 S. Bates St., Birmingham, MI 48009	
Phone Number: 248-444-9146	
Fax Number:	
Email address: katherine alice@vahoo.com	

4. Project Designer/Developer

Name:	As	abov
Addres	s:	

Phone Number:	
Fax Number:	
Email address:	

Legal Description: 1680: T2N, R10E, SEC 36 RESUB OF BIRMINGHAM-LINCOLN LOTS SUB LOT 194 EXC E 2FT & S 5 FT OF LOT 195 EXC E 2 FT

1698: T2N, R10E, SEC 36 RESUB OF BIRMINGHAM-LINCOLN LOTS SUB LOT 193 EXC E 2 FT

- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (optional);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

7. Details of the Proposed Development (attach separate sheet if necessary)

ave respectfully request approval from the City to combine 1680 and 1698 S. Bates into one lot, maintaining the R-2 zoning designation,	
for the purpose of improving the property by providing an outdoor patio space with gas fireplace, a sports court for basketball,	
a concrete pad and post for our existing hot tub, and a safe usable yard for our growing sons to play sports.	
The combination of these two lots will allow our family to continue to enjoy our home and outdoor living space for many years to come. Please see attached.	

(I), (We), the undersigned, do hereby request to combine lots of record in the City of Birmingham, Oakland County, Michigan. (I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

Signature of Property Owner: Katherine Pearce	Date: 1/23/2020
Print Name: Katherine Pearce	Date
Signature of Applicant: Ratherine Cearce	Date: 1/23/2020
Print Name: Katherine Pearce	Date 010

	Office Use Only	
Application#:	Date Received:	Fee:
Date of Approval:	Date of Denial:	Reviewed By:

2



Notice Sign Rental Application Community Development

1. Applicant

3.

4.

Applicant	2. Property Owner
Name: Katherine Pearce	Name: Harry and Katherine Pearce
Address: 1698 S. Bates St., Birmingham, MI 48009	Address: 1698 S. Bates St., Birmingham, MI 48009
Phone Number: 248-444-9146	Phone Number: 248-444-9146
Fax Number:	Fax Number:
Email address: katherine_alice@yahoo.com	Email address: katherine_alice@yahoo.com
Address/Location of Property: 1680 & 1698 S. Bates Name of Development: Lot Combination Area in Acres: 0.16 acres & 0.155 acres	Name of Historic District, if any: N/A Current Use: Residential Current Zoning: R2
Date of Board/Commission Review	
City Commission:	Board of Zoning Appeals:
Planning Board:	Board of Building Trades Appeals:
Historic District Commission:	Housing Board of Appeals:
Design Review Board	Other:

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:	erine Pearce		Date: 1/23/2020
	X.		
4	Office Use Only		
Application#:	Date Received:	Fee:	
Date of Approval:	Date of Denial:	Reviewed By:	

LIBER39795 PG156

LAWE COUNTY TREASURERS CERTIFICATE HEPEBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are pail for five years providue to the date of this instrument as appears by the records in the office excent as stated

NOV 27 2007

PATRICK M. DOHANY, County Treasurer 1.00 Sec. 185, Act 208, 1893 on amended DF

010829

Warranty Deed

1. 1.

Know all men by these presents that Randall P. Cline, Trustee of THE RANDALL P. CLINE TRUST, under Agreement dated May 25, 2001

Whose Street Number and Post Office Address is 572 W. Lincoln, Birmingham, MI 48009

Warrants and conveys to Harry M. Pearce and Katherine K. Pearce, husband and wife R.P.C Whose street Number and Post Office address is 3039 Campen Dr.

Land in the City of Birmingham, Oakland County, Michigan, described as: Lot 193, EXCEPT the Easterly 2.00 feet of THE RESUB OF LOTS 1 THROUGH 84, INCLUSIVE

LOTS 104 THROUGH 149, INCLUSIVE OF BIRMINGHAM-LINCOLN LOTS SUBDIVISION, as recorded in Liber 37, Page 5 of Plats, Oakland County Records.

Commonly known as: 1694 S. Bates, Birmingham, MI 48009

101

247467 LIBER 39795 PAGE 11 \$10.00 DEED - COMBINED \$4.00 RENDAUMENTATION

PAID

\$2,365.00 TRANSFER TX COMBINED 11/29/2007 10:15:25 A.M. RECEIPT# 120408

RECORDED - DAKI

RUTH JOHNSON, CLERK/REGISTER DF DEEDS

156

COUNTY

For the sum of Two Hundred Seventy Five Thousand and 00/100 Dollars, (\$275,000.00) being the full consideration; subject to the existing building and use restrictions, easements, encroachments and zoning ordinances, if any.

Dated: 11/09/07

Signed and Sealed:

THE RANDALL P. CLINE TRUST, under Agreement dated May 25, 2001

TURKE





REAL ESTATE

STATE OF MICHIGAN) COUNTY OF OAKLAND)SS.

On this 9th day of November, 2007 before me personally appeared Randall P. Cline, Trustee of THE RANDALL P. CLINE TRUST, under Agreement dated May 25, 2001, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that (s)he/they executed the same as his/her/their free act and deed.

Susan L. Fisher, Notary Public Oakland County Michigan Acting in Oakland County My Commission Expires: 02/08/13

11/29/2007 120408 Prepared by: Randall P. Cline 572 W. Lincoln, Birmingham, MI 48009

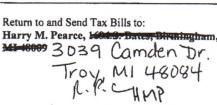
VIICHIGA TRANSFER TAX \$302.50 CO + \$2,062.50 ST + OAKLAND * 492719

Tax I.D. No.: 19-36-331-039 Recording Fee: \$15.00 Transfer Tax: County: \$302.50 \$2,062.50 State:

File No. FA07110960

CHECKING COMPLETED AT REGISTER OF DEEDS NOV 2 8 2007 Rubi Johnson Rugister of Dreeds Contand County, MI





AK-LG

STATE OF

Michigan	Department of	Treasury
2766 (Re	v. 05-16)	

Property Transfer Affidavit

RECEIVED

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

Property Transfer Affidavit This form is issued under authority of P.A. 415 of 1994. Filing is mandatory. This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the

ansfer. The information on this form is NOT CONFIDENTIAL: TREASURER'S OFFICE 2. County 2. County	3. Date of Transfer (or land contract signed
1680 S. Bates St., Birmingham, MI 48009 Oakland 4. Location of Real Estate (Check appropriate field and enter name in the space below.) 1	January 10, 2020 5. Purehase Price of Real Estate
City Township Village	(350,000.00)
	5. Seller's (Trapsferor) Name
	Harvard Dreams, LLC
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description.	B. Buyer's (Transferee) Name and Mailing Address
PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes	Harry Pearce and Katherine Pearce
ncludes letters. It is on the property tax bill and on the assessment notice.	1698 S Bates St.,
19-36-331-038	Birmingham, MI 48009
5	9. Buyer's (Transferee) Telephone Number
Items 10 - 15 are optional. However, by completing them you may avoid further co	
10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfer business interest. See page 2 for list.	s involving trusts or wills, certain long-term leases an
Land Contract Deed	Other (specify)
11. Was property purchased from a financial institution? 12. Is the transfer between related	
Yes No Yes	No
14. If you financed the purchase, did you pay market rate of interest? 15. Amount F	nanced (Borrowed)
Yes No	
EXEMPTIONS	
Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, inc you claim an exemption, your assessor may request more information to support your claim.	dicate below the type of exemption you are claiming.
Transfer from one spouse to the other spouse	
Change in ownership solely to exclude or include a spouse	
Transfer between certain family members *(see page 2)	
Transfer of that portion of a property subject to a life lease or life estate (until the life lease	ace or life estate evoires)
 Transfer between certain family members of that portion of a property after the expiration by transferor ** (see page 2) 	
Transfer to effect the foredosure or forfeiture of real property	
Transfer by redemption from a tax sale	et and is also the cale hanafician, of the twist
Transfer into a trust where the settlor or the settlor's spouse conveys property to the tru	is and is also the sole beneficiary of the trust
Transfer resulting from a court order unless the order specifies a monetary payment	
Transfer creating or ending a joint tenancy if at least one person is an original owner of	the property (or his/her spouse)
Transfer to establish or release a security interest (collateral)	
Transfer of real estate through normal public trading of stock	
Transfer between entities under common control or among members of an affiliated group	
Transfer resulting from transactions that qualify as a tax-free reorganization under Section	on 368 of the Internal Revenue Code.
 Transfer of qualified agricultural property when the property remains qualified agricultural 	al property and affidavit has been filed.
Transfer of qualified agricultural property when the property remains qualified agricultur	
 Transfer of qualified agricultural property when the property remains qualified agricultural Transfer of qualified forest property when the property remains qualified forest property Transfer of land with qualified conservation easement (land only - not improvements) 	
 Transfer of qualified agricultural property when the property remains qualified agricultural Transfer of qualified forest property when the property remains qualified forest property Transfer of land with qualified conservation easement (land only - not improvements) Other, specify: 	
Transfer of qualified agricultural property when the property remains qualified agricultural Transfer of qualified forest property when the property remains qualified forest property Transfer of land with qualified conservation easement (land only - not improvements) Other, specify: CERTIFICATION	
Transfer of qualified agricultural property when the property remains qualified agricultural property when the property remains qualified forest property when the property remains qualified forest property Transfer of land with qualified conservation easement (land only - not improvements) Other, specify: CERTIFICATION I certify that the information above is true and complete to the best of my knowledge. Printed Name	
Transfer of qualified agricultural property when the property remains qualified agricultural Transfer of qualified forest property when the property remains qualified forest property Transfer of land with qualified conservation easement (land only - not improvements) Other, specify: CERTIFICATION I certify that the information above is true and complete to the best of my knowledge. Printed Name Reference People	
Transfer of qualified agricultural property when the property remains qualified agricultural property when the property remains qualified forest property when the property remains qualified forest property Transfer of land with qualified conservation easement (land only - not improvements) Other, specify: CERTIFICATION I certify that the information above is true and complete to the best of my knowledge. Printed Name	and affidavit has been filed.

CITY OF BIRMINGHAM

School: 63010

roperty #: 08-19-36-331-039

SITE ADDRESS: 1698 S BATES ST

> PEARCE, HARRY M 1698 S BATES ST BIRMINGHAM MI 48009-1983

TAX CERTIFICATION TAX SUMMARY FOR CALENDAR YEAR 2019

> CITY OF BIRMINGHAM 151 MARTIN STREET P.O. BOX 3001 BIRMINGHAM, MI 48012-3001

SEV 418,660 AV 418,660 275,890 TAXV

Mortgage Company of Record: NONE

Winter Tax Bill

Prop Type : RESIDENTIAL IMPROVED PRE/MBT %: 100

Summer Tax Bill

MILLS	TAX TYPE	TAX AMOUNT
4.04000	COUNTY OPERATING	1,114.59
0.19340	OIS ALLOCATED	53.35
3.06050	OIS VOTED	844.36
1.53030	OCC VOTED	422.19
6.00000	STATE EDUCATION	1,655.34
8.79110	SCHOOL OPERATING	0.00
3.80000	SCHOOL DEBT	1,048.38
.59740	SCHOOL SUPPLEMNT	992.48
.12060	CITY OPERATING	3,068.06
0.78030	REFUSE	215.27
1.37140	LIBRARY	378.35
1.08610	CITY DEBT	299.64
8.79110	SCHOOL OPER FC	0.00

MILLS	TAX TYPE	TAX AMOUNT
0.23290	COUNTY PK & REC	64.25
0.21170	HCMA	58.40
0.99270	OCPTA	273.87
9.20890	SCHOOL OPERATING	0.00
3.57870	SCHOOL SUPPLEMNT	987.32
0.09730	ZOO AUTHORITY	26.84
9.20890	SCHOOL OPER FC	0.00
0.19290	ART INSTITUTE	53.21

TOTAL TAXES	10,092.01	. "	TOTAL TAXES		1,463.89
ADMIN FEE	0.00		ADMIN FEE		0.00
INTEREST	0.00		INTEREST		0.00
TOTAL BILL	10,092.01		TOTAL BILL		1,463.89
SUMMER			WINTER	.*	
TOTAL PAID:	10,092.01		TOTAL PAID:		1,463.89
DATE PAID :	07/10/2019		DATE PAID :		01/07/2020

DESCRIPTION

T2N, R10E, SEC 36 RESUB OF BIRMINGHAM-LINCOLN LOTS Date Prepared: 01/13/2020 SUB LOT 193 EXC E 2 FT

CITY OF BIRMINGHAM

School: 63010

roperty #: 08-19-36-331-038

SITE ADDRESS: 1680 S BATES ST

> HARVARD DREAMS LLC 667 HANNA BIRMINGHAM MI 48009

T A X C E R T I F I C A T I O N TAX SUMMARY FOR CALENDAR YEAR 2019

> CITY OF BIRMINGHAM 151 MARTIN STREET P.O. BOX 3001 BIRMINGHAM, MI 48012-3001

 SEV
 170,780

 AV
 170,780

 TAXV
 100,510

Mortgage Company of Record: NONE

Prop Type : RESIDENTIAL IMPROVED PRE/MBT %: 0

Summer Tax Bill

MILLS	TAX TYPE	TAX AMOUNT
4.04000	COUNTY OPERATING	406.06
0.19340	OIS ALLOCATED	19.43
3.06050	OIS VOTED	307.61
1.53030	OCC VOTED	153.81
6.00000	STATE EDUCATION	603.06
8.79110	SCHOOL OPERATING	883.59
3.80000	SCHOOL DEBT	381.93
3.59740	SCHOOL SUPPLEMNT	0.00
.12060	CITY OPERATING	1,117.73
0.78030	REFUSE	78.42
1.37140	LIBRARY	137.83
1.08610	CITY DEBT	109.16
8.79110	SCHOOL OPER FC	0.00

Winter	Tax	Bill	

MILLS	TAX TYPE	TAX AMOUNT
0.23290	COUNTY PK & REC	23.40
0.21170	HCMA	21.27
0.99270	OCPTA	99.77
9.20890	SCHOOL OPERATING	925.58
3.57870	SCHOOL SUPPLEMNT	0.00
0.09730	200 AUTHORITY	9.77
9.20890	SCHOOL OPER FC	0.00
0.19290	ART INSTITUTE	19.38

			1
TOTAL TAXES	4,198.63	TOTAL TAXES	1,099.17
ADMIN FEE	0.00	ADMIN, FEE	0.00
INTEREST	0.00	INTEREST	0.00
TOTAL BILL	4,198.63	TOTAL BILL	1,099.17
SUMMER		WINTER	
TOTAL PAID:	4,198.63	TOTAL PAID:	1,099.17
DATE PAID :	07/05/2019	DATE PAID :	12/06/2019

DESCRIPTION

T2N, R10E, SEC 36 RESUB OF BIRMINGHAM-LINCOLN LOTS SUB LOT 194 EXC E 2 FT & S 5 FT OF LOT 195 EXC E 2 FT

Date Prepared: 01/13/2020

Lot Combination 1680 & 1698 S. Bates

Prepared by Katherine Pearce

January 2020

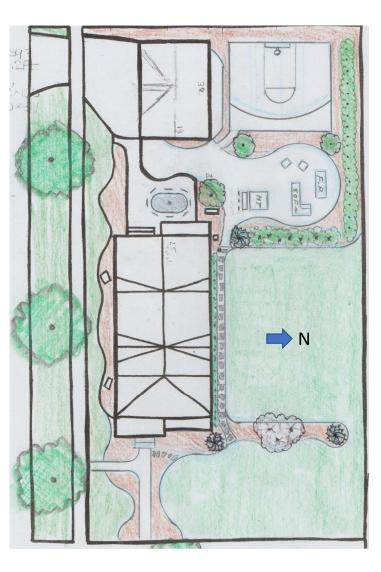
Summary

- We seek to combine our lots to enable the addition of a patio with fireplace, small sports court, and hot tub pad and post. These are accessory structures which cannot be built on a separate vacant lot.
- The combined lot will give our young children a safer and larger place to play.
- We will further address the area's flooding issue by re-grading.
- We would match the double lot directly across from us on Bates.
- Corner lots in our neighborhood are often larger than interior lots.
 - 25 nearby corner lots are wider than the interior lots on the same block.
 - Including the house across Bates and many along Southlawn.
 - City code supports larger corner lots.
- We meet the width criterion.
- We meet all other criteria except the 2x area criterion, which we exceed by 9.8% because the calculation includes smaller lots on the east side of Bates, which are in a different subdivision.
 - The main difference between the lots on the west side of Bates and the east side is lot depth. This difference is not noticeable when a person walks by or drives down our street and it does not affect the character of the neighborhood.
 - All homeowners on the west side of Bates would have a hardship trying to meet this criterion.
 - This lot depth hardship exists on at least 12 other streets throughout the city.
- We have over 20 letters of support from neighbors, including all adjacent neighbors.
- Thank you kindly for reviewing our proposal.

Our Plan

Combine our lot with our newly acquired lot to the north to provide a safe place for our children and their friends to play sports with a family-friendly outdoor patio dining area. The plan includes:

- Keep our existing home at 1698 S. Bates as is
- Take down the recently purchased rental property at 1680 S. Bates
- In the rear yard of 1680 S. Bates, install:
 - A stone patio for dining table and sofa
 - A gas fireplace to gather around
 - Concrete pad and electric shut-off post for our existing hot tub
 - A small sports court with concrete foundation and basketball post with backboard
 - Regrade lot to fix flooding problem; may require drainage system
- Add sprinklers and new sod to 1680 to create an area to play catch/soccer
- Plant attractive natural landscaping that maintains the welcoming and open feel in our neighborhood, while discreetly shielding the patio
- Maintain open visibility in the front yard by setting back the landscaping



Why Combine Lots?

Longstanding Zoning Ordinance 2.07 C (j) prevents us from carrying out plan on an uncombined Lot

- The patio, sports court, basketball post, hot tub electrical post and concrete foundation, and gas fireplace are all Accessory Structures. Since a vacant lot has no Primary Building, per code, it can't have any Accessory Structures.
- One purpose of this ordinance is to prevent a vacant lot with accessories from being purchased by a non-Birmingham resident who intends to use the lot only for it's amenities without living there.
- This ordinance is not unique to Birmingham. For example, Beverly Hills, Bloomfield Twp, Franklin, and City of Rochester all have the same rule.
- Guidance from the Birmingham Building Official is that getting a variance to install accessory structures on a vacant lot would be extremely unlikely and our best path is to pursue lot combination.

See Appendix A for full explanation of ordinance and guidance from Birmingham Building Official, Mr. Bruce Johnson.

1698 S. Bates

- We built our 2,750 ft² home in 2008, with builder Thomas Sebold & Associates (TSA) and required no variances. Our 26% lot coverage is well below the 30% maximum. (Appendix B). We could have built a 4,000 ft² house on this lot, but chose not to.
- We changed the garage design to remove the proposed 2nd floor room to maintain charm.
- We have a 12ft side setback along Southlawn. The minimum required side setback for a corner is 10ft.
- Our landscape is open and welcoming to allow high visibility at the corner.
- We have invested approximately \$1M into our home at 1698 S. Bates and plan to live here for many, many years.
- Our boys have attended Birmingham Public Schools since pre-school and are now in Kindergarten and 4th grade at Pierce and Covington.



1680 S. Bates

- The house has seen minimal improvements over its 75 year history and is viewed as unsightly by neighbors, as noted in their letters of support.
- The basement leaks extensively in rains.
- The house has been a rental for 15 years and, as a non-owner occupied property, suffers from deferred maintenance.
- The backyard routinely floods.
- There have been a variety of tenants renting out the house in the 12 years we've lived here. None have ever had children attending BPS schools.
- Letters from neighbors support our plan to improve the property.



A rental for 15 years, the house has not been maintained in a manner consistent with the neighborhood.

The garage is covered with mold.

There are large cracks in the foundation and extensive leaking in the basement.

Combined Lot Criteria

- Our home is newer and fits well with the character of the neighborhood.
- Our combined width of 87.68 ft would be less than twice the average width of 90.33 ft and thus meet the criteria.
- Our combined area of 13,750 ft² would be more than twice the average area of 12,515 ft² and thus exceeds the criterion by 9.8%.
 - Our 2 lots are of average size for our subdivision, Birmingham Lincoln Lots (Appendix C-1). The issue is that Bates St. is on the edge of the subdivision and across the street from us is a different subdivision, Brightlawn, where there are some smaller lots (Appendix C-2). If average sized lots for our subdivision (Lincoln Lots) were used in the calculation, we would meet the criterion.
 - The main difference between the lots on the west side of Bates and the east side is lot depth. This difference in lot depth is not noticeable when a person walks by or drives down the street and does not affect the character of the neighborhood.
 - All homeowners on the west side of Bates would have a hardship trying to meet this criterion.
 - This lot depth hardship exists on at least 12 other streets. On these streets, lot width is consistent, but depth varies: Henrietta, Floyd, Fairfax, Clark, Cole, Lincoln, Knox, Rivenoak, Mohegan, Derby, Haynes, and Hanna (Appendix D).

We Want a Safer Yard for our Boys to Play

- We kept our front yard open to provide a play area, but it is too dangerous to play there.
- Our intersection has a 4-way stop, but drivers routinely disregard the stop signs. We often observe them driving through the intersection at speed. See below the 6 recent example videos from our surveillance system.
- This is a safety concern for our children as we have a narrow yard and they are constantly chasing balls into the street.

Grey SUV & Orange Pick-up disregard stop sign. White SUV disregards stop sign on Bates.



White SUV disregards stop sign on Bates.



Black SUV disregards stop sign on Southlawn.





Black Jeep disregards stop sign on Southlawn.



Sedan disregards stop sign on Southlawn.



We Want to Further Address the Flooding Issue

- Our block drains from north to south. We are at the south end of the block.
- As noted in letters of support, neighbors to our north and west also experience flooding problems.
- The back yard of 1680 S. Bates experiences flooding after rain and snow melt.
- This excess water from 1680 S. Bates has caused cracks in our driveway at 1698 S. Bates.
- We've spent \$2000 on a drainage system but 1680 still floods. Our landscaper says it needs to be re-graded to permanently resolve.
- We will coordinate with our neighbors to the north and west when we re-grade 1680 to give multiple homeowners the opportunity to benefit.



1680 S. Bates routinely floods

Our Combined Lot Would Match the Double Lot Directly Across Bates

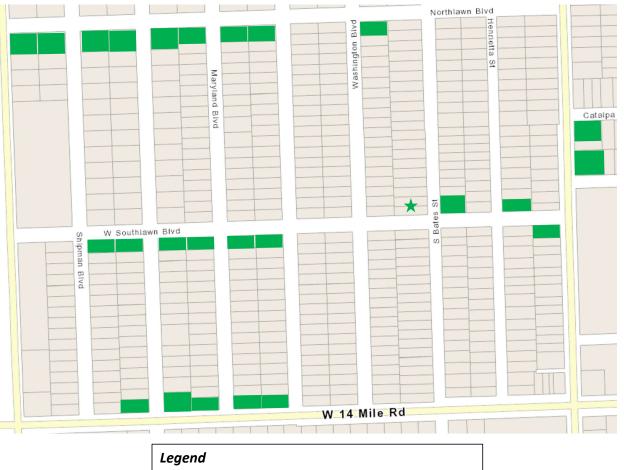
Combined Lot





Corner Lots are Often Larger

- There are 25 corner lots in our part of the neighborhood that are significantly wider than standard interior lots on the same block (Appendix E)
 - Including the 81.3 ft wide double lot across from us on Bates.
 - Including many lots along Southlawn.
- City code supports larger corner lots. *Sec* 102-31 states, "Corner lots in residential areas shall be platted a minimum of at least ten feet wider than interior lots."
- At 42.68 ft, 1698 S. Bates is not only among the narrowest corner lots in the overall neighborhood, it is the narrowest of all 77 single family residential lots on the west side of Bates from 14 Mile to Maple.
 - Source: Oakland County Property Gateway 7.2



Nearby corner lots that are significantly larger than interior lots on the same block

We Have 20+ Letters of Support from Neighbors, Including All Adjacent

Immediately adjacent neighbor comments:

"...we live directly across the street and will certainly benefit from having a beautiful landscape to look at..."

"I welcome the opportunity to live next to green space..."

"We support the Pearce's request and believe the proposed use is consistent with the neighborhood..."

"My wife and I are both in support of the Pearce family plans."

"Their proposal for improvements to the yard, including patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved..."

Nearby neighbor comments:

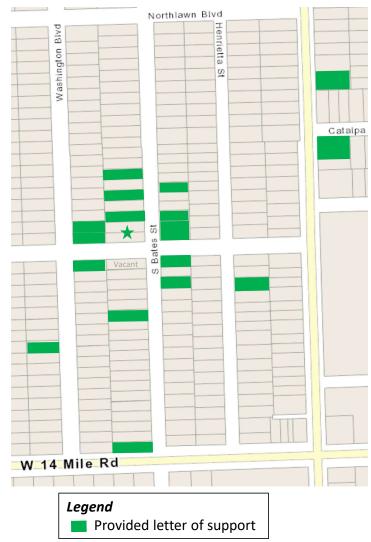
"Southlawn is not overly safe given that although there is a stop sign at Bates, there is only a yield at Washington and Southlawn...Katie and Harry take such pride in their home and property, beautifully maintaining the house itself as well as having immaculate landscaping. I am confident that anything they are allowed to do to the 1680 property will only elevate the beauty and charm of the neighborhood."

"I think it would be a great addition to the neighbors."

"...would be a great asset to our community and provide a safe oasis for their children to play."

"I was delighted to hear the boys would have a safer space to enjoy."

"...will be a wonderful addition to the neighborhood! ... We have nothing but excitement and enthusiasm for this project."



Bruce Johnson - Birmingham Building Official

From: Katie Kennedy (katherine_alice@yahoo.com)

To: katherine_alice@yahoo.com

Date: Sunday, January 12, 2020, 08:59 AM EST

From: Bruce Johnson <bjohnson@bhamgov.org>

To: Katie Kennedy <katherine_alice@yahoo.com> Sent: Friday, January 3, 2020, 05:39:18 PM EST Subject: Re: Fw: Lot Combination 1680/1698 S. Bates

Hi Katie,

It was a pleasure meeting you this morning and discussing your project. I really appreciate how well versed you are in the City regulations regarding your situation. Below I will summarize our conversation about your project and answer the questions you asked in your email below.

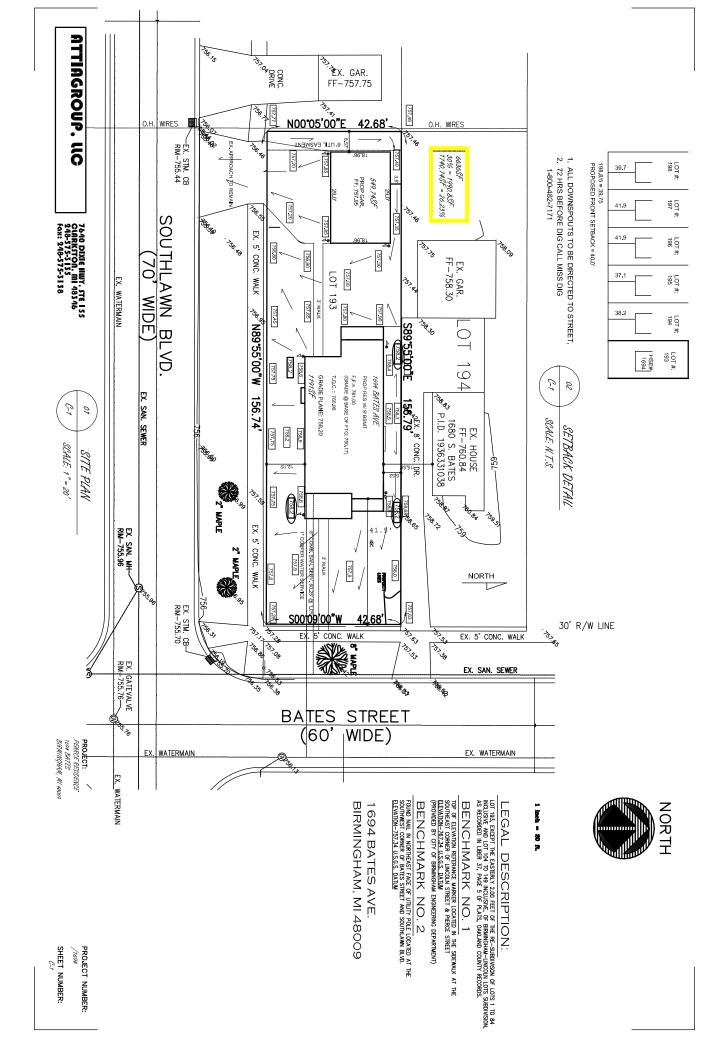
You are in the process of purchasing the property to the north of yours with the intention of demolishing the existing house to utilize that lot as your own space. You would like to extend your existing patio onto the vacant lot, add a free standing gas fireplace, install a sports court and move your existing hot tub over to the vacant lot. Staff informed you that all of the above items are accessory structures per the Zoning Ordinance, and that accessory buildings or structures are not permitted on a lot without a principal building (house). I confirmed that these items are structures per the definition in the Zoning Ordinance. And I confirm that they are considered accessory structures that are permitted accessory uses per Article 2 Section 2.07(C)(J) of the ordinance. Finally, an accessory use would not be permitted on a property without a principal use already established. The provisions of the Zoning Ordinance including Section 2.07(C)(J) pertaining to permitted and accessory uses have been in place for several decades.

During our meeting we discussed the possibility of you seeking variances from the Board of Zoning Appeals to allow accessory structures and uses on the lot without a principal use. These would be a use variances that are rarely granted because establishing a hardship is extremely difficult. And the BZA would most likely require that you seek a lot combination first to exhaust all your remedies prior to making a ruling. I would like to clarify that the BZA only rules on the established regulations, it cannot change the ordinance. Only the City Commission can change the provisions of the Zoning Ordinance after public hearings conducted by the Planning Board.

We also discussed the application for a lot combination that you are preparing to submit to the City Commission as suggested by Brooks Cowan. I agree this is the first step you need to take in pursuing approval for your project. You have done excellent research into the City Code and Zoning Ordinance and I'm sure your application will be complete with all the necessary details. Please let me know if you have any more questions or need further assistance.

Best regards,

Bruce



APPENDIX C-1. Lincoln Lots Subdivision - Average Lot Size Calculation For all 203 lots in Lincoln Lots Subdivision Source: Oakland County Property Gateway v 7.2 (https://gis.oakgov.com/PropertyGateway/Home.mvc)

The average lot size of the 203 lots in Lincoln Lots Subdivision is 6627sqft. Our survey shows that our 2 lots are right around average, at 6692.4sqft and 7057.6sqft.

Lot#	Street	Width (ft)	Depth (ft)	Area (sqft)	Lot#	Street	Width (ft)	Depth (ft)	Area (sqft)	Lot#	Street	Width (fi	t) Depth (ft)	Area (soft)
1		45		7155	65		67.3		8749	132		50		6500
2		45		7155	66		50		6500	133		50		6500
3		44		6996	67		50		6500	134	_	50	4	6500
4		43		6837	68		50		6500	135		50	_	6500
5		43		6837	69		50		6500	136		50	-	6500
6		43 43		6837 6837	70		50 48		6500 6240	137 138		50 50	-	6500 6500
8		43		6837	71		48		6240	138	-	50	-	6500
9	West side of Bates -	43		6837	73	East side of	40		6110	140	-	50	1	6500
10	14 Mile to	43	159	6837	74	Washington - Northlawn to	47	130	6110	141		50		6500
11	Southlawn	43		6837	75	Southlawn	47		6110	142		50		6500
12		43		6837	76	Southawn	47		6110	143		50		6500
13		43		6837	77		47		6110	144	_	50	4	6500
14 15		43 43		6837 6837	78 79		47 47		6110 6110	145 146	_	50 50	-	6500 6500
15		43		6837	80		47		5980	140	_	50	-	6500
17		43		6837	81		46		5980	148	-	50	-	6500
18		43		6837	82		46		5980	149	East side of Stanley	50	1	6500
19		43		6837	83		46		5980	150	and West side of	50	120	6500
20		50	160	8000	84		45		5850	151	Washington - Northlawn to	50	130	6500
21		48	160	7680	85		45		5850	152	Southlawn	50	4	6500
22		48	160	7680	86		45		5850	153		50	4	6500
23		48 47	160 160	7680 7520	87 88		45 45		5850 5850	154 155		50 50	-	6500 6500
24		47	159	7632	89		45		5850	155		47	-	6110
26		48	155	7632	90		45		5850	150	-1	47	1	6110
27		48	159	7632	91	East side of	45		5850	158		47	1	6110
28	West side of Pote-	48	159	7632	92	Washington -	45	120	5850	159		47		6110
29	West side of Bates - Southlawn to	48	159	7632	93	14 Mile to	46	130	5980	160	4	47	4	6110
30	Northlawn	43	159	6837	94	Southlawn	46		5980	161	_	47	4	6110
31		45	157	7065	95		46		5980	162		47	-	6110
32		45 45	157 157	7065 7065	96 97		46 46		5980 5980	163 164		47	-	6110 6110
33		45	157	7065	97		46		5980	164		47	-	6110
34		45	157	7065	99		46		5980	165		47	-	6110
36		45	157	7065	100		40		5980	160		47	1	6110
37		45	157	7065	101		46		5980	168		47	1	6110
38		45	157	7065	102		47		6110	169		47		6110
39		43	157	6751	103		47		6110	170		50	_	6500
40		55		8800	104		47		6110	171	_	50	4	6500
41		55		8800	105		47		6110	172		50	4	6500
42		55 55		8800 8800	106 107		47 47		6110 6110	173		50 50	-	6500 6500
43		50		8000	107		47		6110	174	-	50	-	6500
45	W Bates -	50	160	8000	100		47		6110	175	-1	50	1	6500
46	Northlawn to	50		8000	110		47		6110	177		50		6500
47	Lincoln	50		8000	111		47		6110	178	_	50	4	6500
48		50		8000	112		47		6110	179	_	50	4	6500
49 50		50 50		8000 8000	113 114		47 47		6110 6110	180 181		50 50	4	6500
50		50 80	129	10320	114	East side of Stanley	47		6110	181		50	-	6500 6500
52		80	129	10320	115	and West side of	47		6110	182		50	1	6500
53		60	_	7800	117	Washington -	46	130	5980	184		50	1	6500
54		60		7800	118	Lincoln to Northlawn	46		5980	185	East side of Stanley	50		6500
55		60		7800	119	Northawn	46		5980	186	and West side of Washington -	50	130	6500
56	Foot state of	64		8320	120		46		5980	187	Southlawn to 14	50		6500
57 58	East side of	65		8450 8450	121 122		46		5980	188 189	Mile	50	-	6500
58	Washington - Lincoln to	65 65	130	8450 8450	122		46 46		5980 5980	189	-	50 50	-	6500 6500
60	Northlawn	65		8450	123		40		5980	190		50	1	6500
61	-	50		6500	125		46		5980	192	-	46	1	5980
62		50		6500	126		46		5980	193		46		5980
63		48		6240	127		46		5980	194	_	46	1	5980
64		48		6240	128		46		5980	195	_	46	4	5980
					129		46		5980	196	_	46	-	5980 E080
					130 131		47.35 48		6155.5 6240	197 198		46	-	5980 5980
					101		40		0240	198		46	-	5980
										200	1	46	1	5980
										201		46		5980
				Avg. Area o	f a lot in Linco	In Lots (sqft)	6627			202		46	1	5980
										203	-	16	-	5090

203

46

5980

The proposed lot meets the area criterion if we use the average lot size for Lincoln Lots Subdivision Modified Area Calculation

-

Address	Width(ft)	Depth(ft)	Area(sqft)
1786 S. Bates	43	158.00	6815
1776 S. Bates	43	158.00	6817
1754 S. Bates	43	158.00	6819
1740 S. Bates	43	159.00	6820
1726 S. Bates	43	159.00	6822
1708 S. Bates	44.5	158.00	7062
1668 S. Bates	45	157.00	7059
1646 S. Bates	45	157.00	7060
1622 S. Bates	45	157.00	7061
1610 S. Bates	45	157.00	7063
1590 S. Bates	45	157.00	7064
1570 S. Bates	45	157.00	7065
1562 S. Bates	45	157.00	7066
1695 S. Bates	81.3	120.00	9778
1763 S. Bates			6627
1751 S. Bates			6627
1737 S. Bates			6627
1721 S. Bates	Replace t	he area of	6627
1717 S. Bates	these		6627
1675 S. Bates		n lots with	6627
1657 S. Bates	-	e area of a	6627
1635 S. Bates	-	Lots lot.	6627
1619 S. Bates	Lincolii	2013 101.	6627
1607 S. Bates			6627
1587 S. Bates			6627
1561 S. Bates			6627
	Avg. Lot /	Area (sqft):	6919.0
2	2x Avg. Lot A	Area (sqft):	13838.1
	Proposed	Lot (sqft):	13750.0

Appendix C-2: Brightlawn Subdivision - Average Lot Size Calculation For all 89 lots in Brightlawn Subdivision Source: Oakland County Property Gateway v 7.2 (https://gis.oakgov.com/PropertyGateway/Home.mvc)

1			Deptil (It)	Area (sqft)
-		40		4800
2		40		4800
3		40		4800
4	East side of Bates -	40		4800
5	North of Southlawn (1/2	40	120	4800
6	block)	40		4800
7		40		4800
8		44.5		5340
9		81.3		9756
10		44		5280
11		40		4800
12		50		6000
13		50		6000
14		50		6000
15		50		6000
16	East side of Bates -	50		6000
17	Southlawn to 14 Mile (1/2	50	120	6000
18	block)	50		6000
19		50		6000
20		50		6000
21		50		6000
22		55		6600
23		55		6600
24 25		55 55		6600 6600
25		40		
20		40		4800 4800
27		40		4800
29		40		4800
30	West side of Henrietta -	40	120	4800
31	North of Southlawn	50		6000
32		50		6000
33		50		6000
34		56.3		6756
35		42.65		5118
36		50		6000
37		50		6000
38		50		6000
39		50		6000
40		50		6000
41		50		6000
42		50		6000
43		50		6000
44	West side of Henrietta -	50	120	6000
	Southlawn to 14 Mile			
45		50		6000
46		50		6000
47		50		6000
48		50		6000
49		55		6600
50		55		6600

Lot#	Street	Width (ft)	Depth (ft)	Area (sqft)
51		50		6500
52	East side of Henrietta -	50		6500
53	North of Southlawn (1/2	50	130	6500
54	block)	50		6500
55		57		7410
56		60		7800
57	West side of Pierce -	54		7020
58	North of Southlawn (1/2	53	130	6890
59	block)	53		6890
60		37		4810
61		42.5		5950
62		47		6580
63		57		7980
64		50		7000
65		40		5600
66		40		5600
67		40		5600
68	East side of Henrietta -	60	140	8400
69	Southlawn to 14 Mile	60	140	8400
70		50		7000
71		50		7000
72		50		7000
73		50		7000
74		50		7000
75		55		7700
76		55		7700
77		61		7930
78		40		5200
79		40		5200
80		60		7800
81		40		5200
82	West side of Pierce -	40		5200
83	Southlawn to 14 Mile	60	130	7800
84	Southawn to 14 Mile	40		5200
85		40		5200
86		60		7800
87		40		5200
88		40		5200
89		40		5200
Avg. A	rea of a lot in Brightlawr	n (sqft)		6143

Note: As shown in gray, there are just a handful of 4800sqft lots in the Brightlawn subdivision, and 7 of them are included in our area calculation.

Note: The strip of land running between Henrietta and Bates is narrow, resulting in 120ft deep lots, which is uncharacteristic for the overall neighborhood. Only 3 out of 24 blocks in the 1/2 mile area have 120ft lots. Appendix D: Example streets, or portions of streets, where standard lot width is consistent but depth varies from one side to the other.

Every lot on the deeper side of these streets would have a hardship trying to meet the 2x area criterion.

Street	Approx. Standard Lot depth (ft) (side A)	Approx. Standard Lot depth (ft) (side B)
Bates (14 to Lincoln)	120	157
Henrietta (14 to Lincoln)	120	131
Floyd	100	123
Fairfax (Pine to Oak)	150	160-212
Clark	126	135
Cole (Eton to Torry)	120	164
Lincoln (Taunton to Eton)	139	150
Knox	120	160
Rivenoak	130	140
Mohegan (Poppleton to Adams)	140	165
Derby (Coolidge to Eton)	127	150
Haynes (Eton to Columbia)	115	145
Hanna (Southfield to Watkins)	127	144

APPENDIX E:

25 EXAMPLES OF WIDER CORNER LOTS in our part of the neighborhood - From 14 to Northlawn, Southfield to Pierce Table comparing Corner Lot Width to Width of Standard Interior Lots on the Same Block

Source: Oakland County Property Gateway Version 7.2

		Interior Lot Widths	How much wider is the
Address	Corner Lot Width (ft)	(ft) for Same Block	corner lot?
1569 Pierce	120	50	140%
1407 Southfield Rd.	100	75	33%
1404 Shipman Blvd.	100	75	33%
1403 Shipman Blvd.	100	75	33%
1414 Birmingham Blvd.	100	75	33%
1415 Birmingham Blvd.	100	75	33%
1515 Pierce	93	50	86%
1991 Birmingham Blvd.	90.93	50	82%
		No standard. 44%	
		40ft lots 50% 50ft	
		lots, 6% 70ft lot.	
		Weighted average	
1695 S Bates	81.3	46.8ft	74%
1411 Maryland	75	50	50%
1414 Maryland	75	50	50%
1412 Stanley	75	50	50%
1405 Washington	67	50	34%
1990 Birmingham Blvd.	62.24	50	24%
		Mixed. 75% 40ft lots,	
		25% 60ft lots.	
		Weighted average	
1710 Pierce	61	45ft.	36%
1990 Maryland	60.78	50	22%
1991 Maryland	60.47	50	21%
1720 Birmingham Blvd.	60	50	20%
779 Southlawn (at Shipman)	60	50	20%
1700 Maryland	60	50	20%
1701 Maryland	60	50	20%
1710 Stanley	60	50	20%
1992 Stanley	59.3	50	19%
1723 Birmingham Blvd.	58	50	16%
1699 Henrietta	57	50	14%

Construction Inc. GRADING & EXCAVATING

2573 Leach · Rochester Hills, MI 48309 · Phone: (248) 853-0810 · Fax: (248) 853-6289

Katie Pearce 1680 S. Bates, Birmingham December 16th, 2019

Description of work

Demo house, garage, front porch, bushes, tree, concrete & haul away debris Sewer disconnect Total \$10,542.00

*Sewer & water will be capped at the same day of demolition if needed.

*A survey by a State of Michigan Asbestos Inspector must be provided to Bedient Construction prior to demolition.

*Concrete basement walls and standard footings (16" x 42") will be removed. Any footings larger than standard will be an additional cost.

*Concrete floors and slabs up to 6" will be removed. Any floors thicker than this will be an additional cost.

*Bedient Construction receives all salvageable materials from the structure listed above from the date of this bid.

*The owner is responsible for all utility disconnects.

Bedient

The above price does not include:

*Dewatering, dust control, engineering fees, permits or bonds if necessary.

*The removal of any hazardous or contaminated materials in or around the structures.

*No tires, shrubs or trees to be removed.

*Capping of wells or pumping or removing of septic tanks.

*Any materials left in building such as furniture, stove, washer, dryer, etc..

*Bid valid for 30 days.

Thank you for viewing the bid price we offer for this project. Please sign and fax back to 248-853-6289. If you have any questions or concerns please feel free to call me at 248-853-0810.

Sincerely, Jeff Bedient

Authorized Signature

Date

Terms: Net 30 days; Delays in payment shall be subject to interest charges of 18% per annum. If Bedient Construction is required to engage the service of a collection agency or attorney, the customer agree to reimburse Bedient Construction for any reasonable amounts expended in order to collect any unpaid balance.



+ \$3500 survey + \$200 register vacant property pending hearing

FEE SCHEDULE

Application	Fees
Administrative Approval	\$100
Administrative Sign Approval	\$100
Board of Zoning Appeals*	
Single Family Residential	\$310
All Other Zoning Districts	\$510
Community Impact Study Review*	\$2,050
Design Review*	\$350
Division/Combination of Platted Lots	(\$200) × 2 = \$400
Historic District Review*	
Single Family Residential	No Charge
All Other Zoning Districts	\$350
Public Notice Sign	
Notice Sign Rental	\$50
Returnable Sign Bond	\$100
	→ \$150 total
Preliminary/Final Site Plan Review	
• R4 – R8 Zoning District	\$850, plus \$50 per dwelling unit
Nonresidential Districts	\$1,050, plus \$50 per acre or portion of acre
Special Land Use Permit*	\$800
Plus Site Plan Review	\$1,050
Plus Design Review	\$350
• Plus Publish of Legal Notice	\$450
Plus Sign Rental and Deposit	\$150
Special Land Use Permit Annual Renewal	\$200
Temporary Use Permit	\$100
Zoning Compliance Letter	\$50

*The fees for Board of Zoning Appeals, Community Impact Study Review, Design Review, Site Plan Review, Historic District Review and Special Land Use Permits shall be double the listed amounts in the event the work is commenced prior to the filing of an application for review by the City of Birmingham.

Ordinance No. 1751 (Appendix A, Section 7.38 of the Birmingham City Code)

total : \$4,150

January C 2020

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

To Whom It May Concern:

I support the Pearce's plan to combine their properties at 1680 and 1698 S. Bates for the purpose of expanding their outdoor space and providing their children a safe place to play away from the street. Their proposal for improvements to the yard, including patio space, a small sports court, and an outdoor gas fireplace feature is reasonable and should be approved.

C.

Thank you,

Printed Name: Kelly Frank Address: 1044 ClarkSt,

Birmingham, MI 48009

Signature:

Date 2020

I hope this helps!!! Keep me posted, please!

From: Donna Rubin (donnarubin1@me.com)

To: katherine_alice@yahoo.com

Date: Monday, January 6, 2020, 07:21 AM EST

To Whom this may Concern,

I had the good fortune to live behind the Pearce family for over 7 years at 1695 Washington Blvd in Birmingham, before moving to Traverse city last summer. During that time I observed their family grow with two young boys playing in their front yard facing Bates Street. When I heard that they would like to purchase the neighboring home to the north of them for a backyard sport court and outdoor living space I was delighted to know that the boys would have a safer space to enjoy. I was always happy to see them playing ball in their front yard with their parents but worried about the safety next to the very busy intersection at Bates and Southlawn. To be able to utilize the new yard north would also benefit the neighborhood as they plan to finally correct the constant water leak that freezes on the south side of the sidewalk on Southlawn. The Pearce family have lived in their beautiful home for many years, longer than most neighbors, and are always maintaining the yard with beautiful flowers and landscaping ... even planting seasonal vegetables with the boys. I feel certain that they would improve the current look of the proposed lot to make the neighborhood more appealing and unobtrusive to the cozy character of Bates Street. I hope the city will consider their creative use of the property that will allow them to continue living and thriving as a family with young children. As a retired 33 year elementary educator I know the importance of outdoor education and physical space. I have seen other neighbors leave our area due to the limited amounts of safe play for their own children and I would feel terrible to deprive the Pearce family of this much needed land. Please accept my recommendation for the Pearce project; my only concern is that I no longer have the privilege of being their neighbor and seeing this positive change come to fruition! Best of luck to them! Donna Rubin

967 Lake Ridge Dr. #17 Traverse City MI 49684 817-675-8140 donnarubin1@me.com

Sent from my iPhone

Sent from my iPhone

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

To Whom It May Concern:

I support the Pearce's plan to combine their properties at 1680 and 1698 S. Bates for the purpose of expanding their outdoor space and providing their children a safe place to play away from the street. Their proposal for improvements to the yard, including patio space, a small sports court, and an outdoor gas fireplace feature is reasonable and should be approved.

2020

Thank you,

Printed Name: THAO ANDERSON

Address: 1786 S. BATES

Birmingham, MI 48009

Signature: 1000A

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

To Whom It May Concern:

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Thank you,

Printed Name: Jiani Wallace			
Address: 1735 Henrietta St. Birmingham	formedy		'n
Birmingham, MI [675 S 48009	Bates s	treets	
Signature: To con Wallace			
Date:, 2020			

January 6 , 2020

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

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Thank you,

Printed Name: Elisabeth Banks Address: 1590 Bates Birmingham, MI 48009 Signature: 2020 Date:

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

To Whom It May Concern:

I support the Pearce's plan to combine their properties at 1680 and 1698 S. Bates for the purpose of expanding their outdoor space and providing their children a safe place to play away from the street. Their proposal for improvements to the yard, including patio space, a small sports court, and an outdoor gas fireplace feature is reasonable and should be approved.

Thank you,

Date:

Printed Name: Jennifer Champion

Address: 1208 S. Batcs S.J.

Birmingham, MI 48009

Signature: Japan

Dan plan, "maitting in fould filmblore and sports over, all consider at soluctions" for our film we combine out two lots togethes. The site is a paralise is refus, which do and informed Area will be posted in the context wells, builded, builded, our result for them to a context of all the offer of the set of the set

היצאי וצביר שיני שמקן מנד מיותא יאתי מעצאבתיה שיני מעבאבנייה ווייניסא ודיי "היאן ציריקו מיר (הסוסי היצימו המייהו ההתמל מתר ומנה זהותי צעו לה השירייהוג מנה הריזות וביוצ יהו היהותי וייירי גע ובתוא

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

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Thank you, Rachel Hopmaian Printed Name: 9 Picro St Address: Birmingham, MI 48009

while S. Herman Signature:

2020

Date:_____

January _____, 2020

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

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Thank you,

Printed Na	me: JU	ve	Rosenfeler
Address:	1717	٤.	Batch

Birmingham, MI 48009 - 248.227.8321 Signature: 2020 Date:

January 7, 2020

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

To Whom It May Concern:

I support the Pearce's plan to combine their properties at 1680 and 1698 S. Bates for the purpose of expanding their outdoor space and providing their children a safe place to play away from the street. Their proposal for improvements to the yard, including patio space, a small sports court, and an outdoor gas fireplace feature is reasonable and should be approved.

8-930-5656 cell

Thank you,

tany Glime Printed Name: Address:

Birmingham, MI 48009

Signatu 2020 Date:

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

To Whom It May Concern:

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Thank you,

Printed Name: HARTINA FATTORINI

Address: 1675 South BATES ST

Birmingham, MI 48009

to fitte Signature:

08 Date: 01 2020

1695 S. Bates Street Birmingham MI 48009

January 8, 2020

Mr. Brooks Cowan Community Development City of Birmingham

Dear Mr. Cowan,

I live at 1695 S. Bates Street, directly across from neighbor Katie Pearce residing at 1698 S. Bates Street. Katie and her husband purchased the home next to theirs at 1680 S. Bates Street and plan to demolish the small bungalow on that property and improve the property by creating an attractive green living space that would expand the Pearce's property to the north.

I have seen the landscape plan and believe this will be a beautiful addition to the neighborhood. We are in full support of the Pearce's plan as we live directly across the street and will certainly benefit by having a beautiful landscape to look at instead of the unsightly small bungalow that is presently on the subject lot.

If you have any questions or require any additional information from me please feel free to contact me at 248-705-2521.

Thank you for your considerations.

Sincerely,

Ralph L. Price

1680 S. Bates

From: Andrew Kwietniewski (akwietni@yahoo.com)

- To: bcowan@bhamgov.org
- Cc: katherine_alice@yahoo.com

Date: Thursday, January 9, 2020, 08:59 PM EST

Hi Brooks,

My name is Drew Kwietniewski. I live at 1679 Washington Blvd. Recently, Katie Pearce stopped by our house and shared her family's plan to demolish the existing home and use that open space to add to their yard. In addition to explaining the details, she provided a diagram of what the plan look like. Everything Katie explained - a safer play space for her children, as well as improving the state of the yard to address flooding issues - seems logical to my wife and me.

My wife and I are both in support of the Pearce family plans.

If anything further is needed from us, please feel free to reach out.

Thanks,

Drew 586.557.0607

January 10, 2020

Mr. Brooks Cowan City Planner City of Birmingham 151 Martin St. Birmingham, MI 48009

Cc: Ms. K. Pearce

Re: Lots 1680/1698 S. Bates Combination

Dear Mr. Cowan,

I have reviewed a draft rendering of Harry and Katie Pearce's outdoor living space expansion proposal. It is my understanding the combination of the lots would not be used to expand indoor living or storage (garage) structures. I welcome the opportunity to live next to additional "green" space in area where "big-foot" houses have become the norm.

I have no objection to the Pearce's proposal. Please feel free to contact me if you would like to discuss further.

Respectively, /s/ Debra O'Hara 1668 S. Bates St. Home: (248) 540-2917 City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

To Whom It May Concern:

I support the Pearce's plan to combine their properties at 1680 and 1698 S. Bates for the purpose of expanding their outdoor space and providing their children a safe place to play away from the street. Their proposal for improvements to the yard, including patio space, a small sports court, and an outdoor gas fireplace feature is reasonable and should be approved.

Thank you,

Printed Name: Martin Frenkel / Kimberly Miller Address: 1709 Washington Blud

Birmingham, MI 48009

Signature: ×

mongather Martin Traled

2020 Date:

1-10-2028

We support the Pearce's regist out believe the proposed use is consistent with the meighborhood.

1680/1698 s. Bates

From: Deborah Holefca (dcoughenour123@att.net)

To: bcowan@bhamgov.org

Date: Tuesday, January 14, 2020, 10:55 AM EST

To Whom It May Concern,

I support the Pearce's plan to combine their properties at 1680 and 1698 S. Bates for the purpose of expanding their outdoor space and providing their children a safe place to play away from the street. Their proposal for improvements to the yard, including patio space, a small sports court, and an outdoor gas fireplace feature is reasonable and should be approved.

Deborah Holefca and Paul Coughenour 1695 Washington Boulevard Birmingham, MI. 48009

Sent from my iPad

1680/1698 S. Bates Lot combination

From: Courtney Monigold (courtneymonigold@gmail.com)

- To: bcowan@bhamgov.org
- Cc: katherine_alice@yahoo.com
- Date: Tuesday, January 14, 2020, 09:07 AM EST

Dear Brooks Cowan,

I am writing you on behalf of Katherine Pearce at 1698 S. Bates in Birmingham. She has made me aware of her desire to obtain the property next door to her (1680 S. Bates) to create green space for her children to play.

As a fellow neighbor (I am at 1515 Pierce St), I too, desired to create the same space for my children. We live on a very busy street, and a very busy corner. My children are unable to play in my front yard due to heavy traffic, speeding, and the risk of drivers on cell phones. When we obtained the lot next door (1525 Pierce) to expand our home, it created an oasis for our children for more outdoor play. In addition to that, it allowed us to build more equity in our home, as well as provide improvement to the neighborhood with our full home renovation. The home we took down was a revolving rental home. The home was not only an eye sore, but it often times, attracting sketchy neighbors. When we took the home down, it was full of mold and run down. Any person shopping for new home in the neighborhood would comment on such an eye sore. I can't tell you how many people stop me in my front yard to compliment us on what we've done to the neighborhood.

As a realtor in Birmingham of 10 years (I work at KW Domain), I can tell you that a run down rental home is not exactly an asset to our neighborhood. It creates unease in young families looking to buy in the neighborhood and apprehension for those that would like to park their biggest asset (which is owning a home). I work predominantly in high end new construction and I tell you first hand the first thing clients do is look out the window. And being so close to our neighbors in Birmingham, seeing a run down home next to you creates some pitfalls in resale.

In addition to that, in Birmingham, we are challenged by our smaller lot sizes. Anyone with with small children first look at the yards pace. They check for size, but their main concern goes to safety. The Pearce Family's desire to create green space will not only provide them with equity in their property but also would be a great asset to our community and provide a safe oasis for their children to play.

If you have any further questions regarding this matter, please do not hesitate to reach out to me.

Thank you!

Courtney Monigold

Best regards,

Courtney Monigold



COURTNEY MONIGOLD

Realtor[®] | New Construction Consult

248.891.4334 mobile 248.590.0800 office courtneymonigold@gmail.com cmonigold.kw.com



210 S. OLD WOODWARD | SUITE 200 | BIRMINGHAM, MI | 48009

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

To Whom It May Concern:

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Thank you,

Printed Name: Ste	t Moll, Sch
Address: 1619	s. Bates
Birmingham, MI 48009	
Signature:	-
Date: 1-19 -	, 2020

City of Birmingham 151 Martin St. P.O. Box 3001 Birmingham, MI 48012

RE: 1680/1698 S. Bates

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Thank you,

Printed Name: _____

Birmingham, MI 48009 110 Signature:

Sorah

Date: -2

, 2020

I think it would be a great addition To the neighbore

1698/1680 South Bates

From: carolyn kidney (cmkidney@yahoo.com)

- To: bcowan@bhamgov.org
- Cc: katherine_alice@yahoo.com
- Date: Friday, January 24, 2020, 12:28 AM EST

Dear Mr. Cowan,

I am Katie Pearce's old neighbor. My husband and I lived at 1709 Washington Blvd,, kitty corner to the Pearce family home for 14 years, only moving last February to a home in Bloomfield Village to provide a safe, fenced yard for our own two children to play in. I am writing in support of the Pearce family perhaps being able to provide a safe yard for their two children Harry and Colton. I understand that they are purchasing what has been a rental property next door to their current home with the hopes of being able to have a place to put a sports court for their boys to play without continually having to worry about balls rolling out into the road with little boys close behind. Southlawn is not overly safe given that although there is a stop sign at Bates, there is only a yield at Washington and Southlawn. My husband and I had personally always hoped that the rental property beside our old home would one day come up for sale so that we too could have stayed in that lovely neighborhood in Birmingham, while having a safe yard for our kids too. Unfortunately, we were not so lucky. I hope that you will see the benefits of giving Katie and Harry the opportunity to create a side yard to their home with the 1680 property thereby allowing them somewhere private to enjoy summer meals on a patio, while being able to relax knowing that their children are safe and protected. Katie and Harry take such pride in their home and property, beautifully maintaining the house itself as well as having immaculate landscaping. I am confident that anything they are allowed to do to the 1680 property will only elevate the beauty and charm of the neighborhood. Thank you for your time, Carolyn Kidney

Sent from Yahoo Mail for iPhone

Bates St - Pearce

From: Carey Larson (careyelarson@gmail.com)

- To: bcowan@bhamgov.org
- Cc: katherine_alice@yahoo.com
- Date: Friday, January 24, 2020, 07:43 AM EST

Good morning Mr. Cowan,

I wanted to take a moment and write you in regards to the Pearce Family plan on Bates Street. We also live on Bates Street and I think that this will be a wonderful addition to the neighborhood! There is no opposition to their plan, in fact, we have nothing but enthusiasm and excitement for this project.

All the best,

Carey and Niles Larson 1990 S Bates St, Birmingham, MI 48009 RD 2 Ш

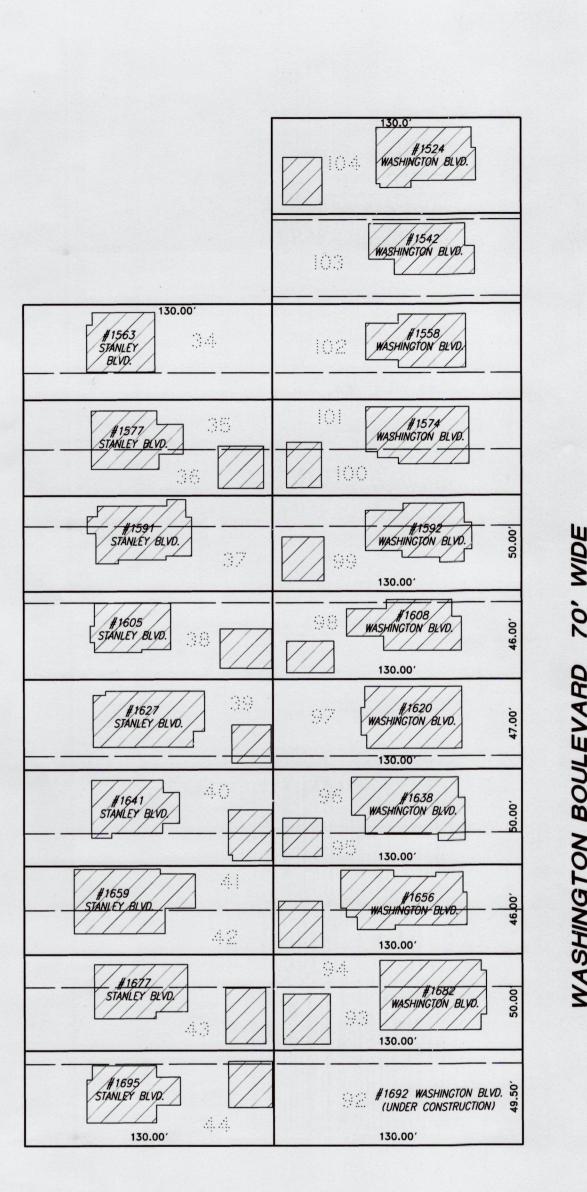
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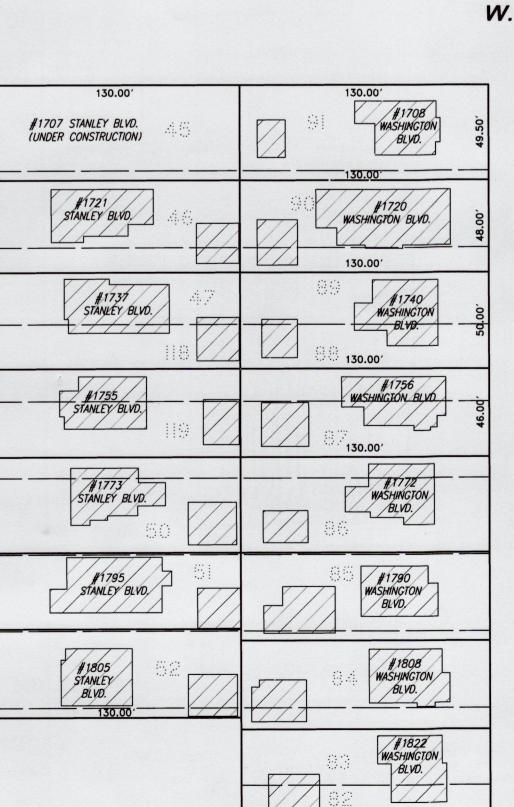
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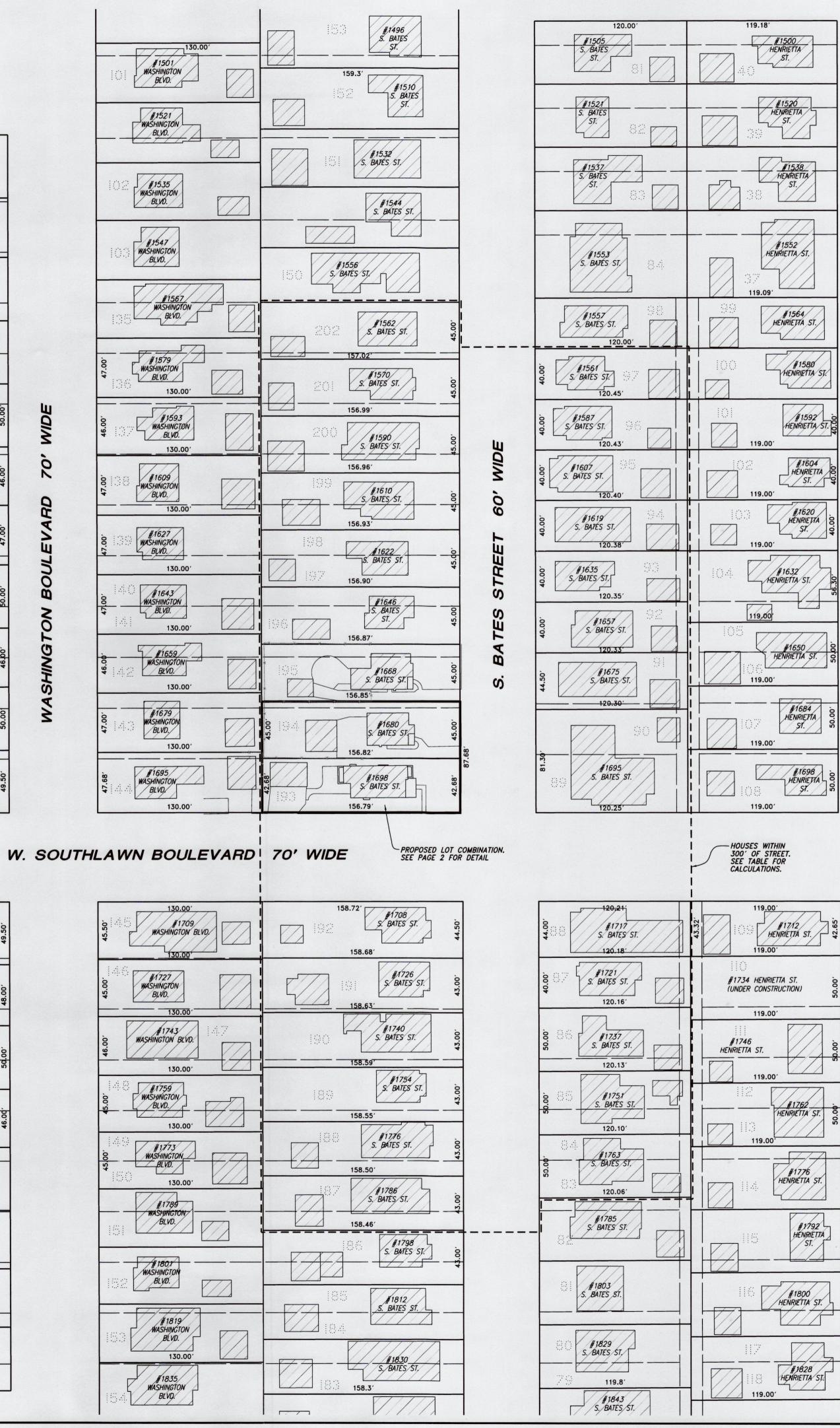
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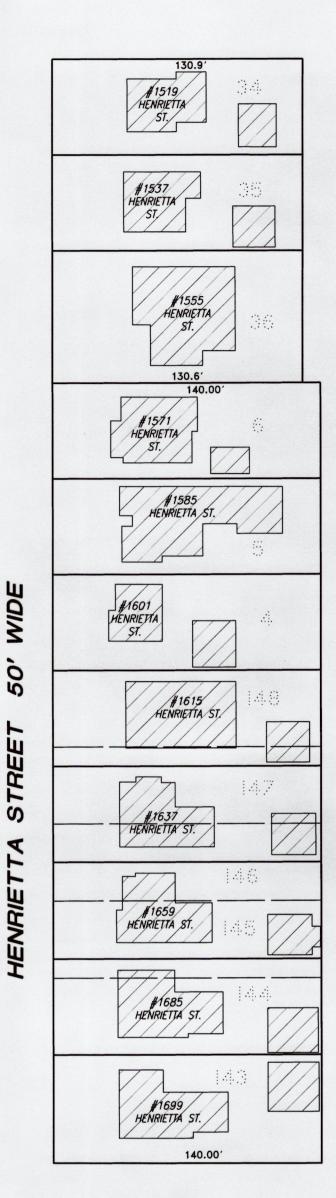




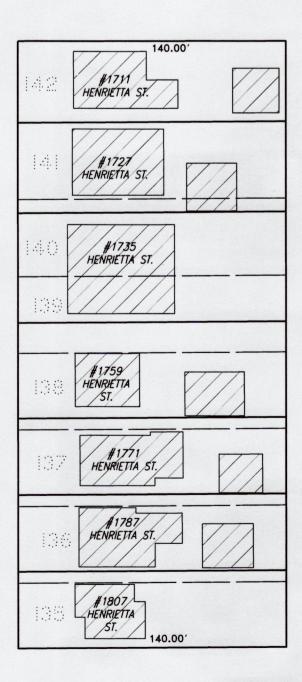
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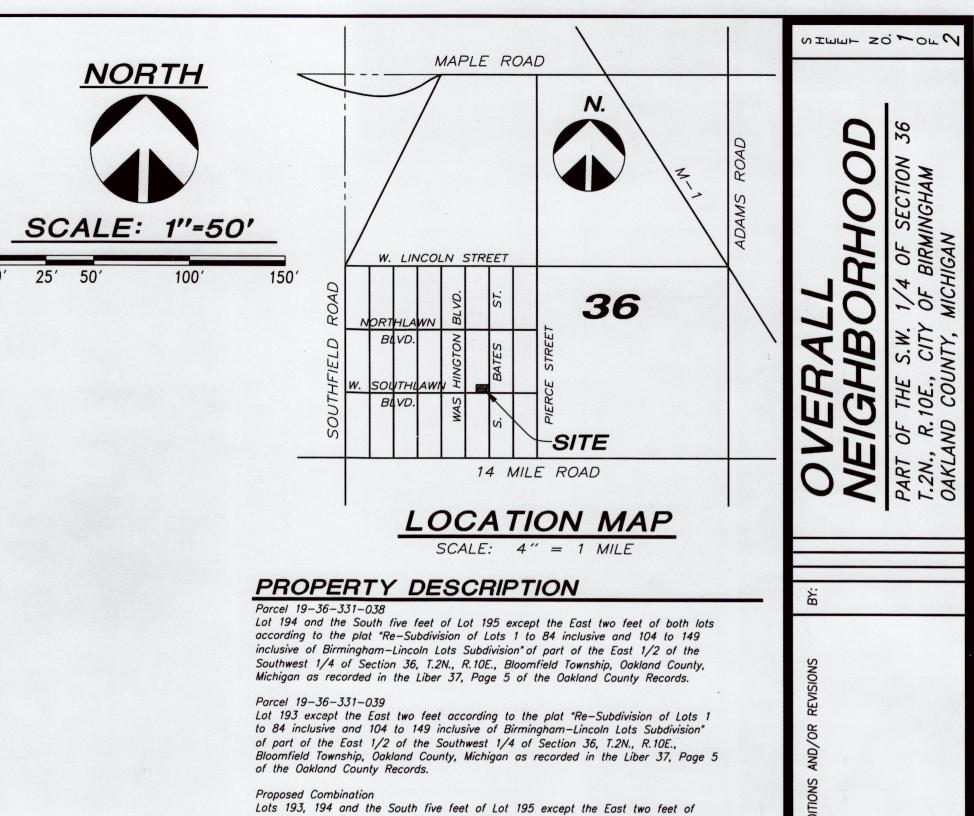
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	:
#1567 WASHINGTON BLVD.	
à <u>#1579</u>	7
8. #1579 WASHINGTON BLVD. 130.00'	∇
8 9 9 130.00'	
.0.14 WASHINGTON BLVD. 130.00'	
.08. (11627 WASHINGTON BLVD.	
130.00'	
Alife Alife <th< td=""><td>196</td></th<>	196
4 1659 WASHINGTON BLVD. 130.00'	*
8. 4/1679 WASHINGTON BLVD. 130.00'	45.00' Å
in 1695 WASHINGTON 14 BLVD/ 130.00'	42.68





11

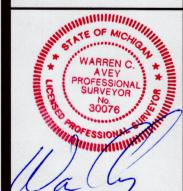


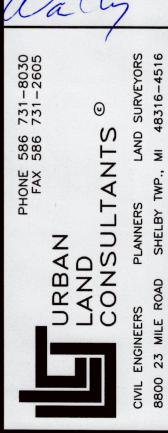


each lot according to the plat "Re-Subdivision of Lots 1 to 84 inclusive and 104 to 149 inclusive of Birmingham-Lincoln Lots Subdivision" of part of the East 1/2 of the Southwest 1/4 of Section 36, T.2N., R.10E., Bloomfield Township, Oakland County, Michigan as recorded in the Liber 37, Page 5 of the Oakland County Records.

PROPOSED LOT	87.68	13,750
2 X AVG.	90.33	12,515
AVG.	45.17	6,257.5
1001 DATES	40.0	4,010
1561 BATES	43.0	4,818
1562 BATES	45.0	7,065
1570 BATES	45.0	7,065
1587 BATES	40.0	4,818
1590 BATES	45.0	7,064
1607 BATES	40.0	4,817
1610 BATES	45.0	7,063
1619 BATES	40.0	4,816
1622 BATES	45.0	7,061
1635 BATES	40.0	4,815
1646 BATES	45.0	7,060
1657 BATES	40.0	4,814
1668 BATES	45.0	7,059
1675 BATES	44.5	5,354
1695 BATES	81.3	9,778
1708 BATES	44.5	7,062
1717 BATES	44.0	5,248
1721 BATES	40.0	4,807
1726 BATES	43.0	6,822
1737 BATES	50.0	6,007
1740 BATES	43.0	6,820
1751 BATES	50.0	6,006
1754 BATES	43.0	6,817
1776 BATES	43.0	6,817
1763 BATES	50.0	6,004
ADDRESS 1786 BATES	WIDTH (FEET) 43.0	AREA (S.F. 6,815



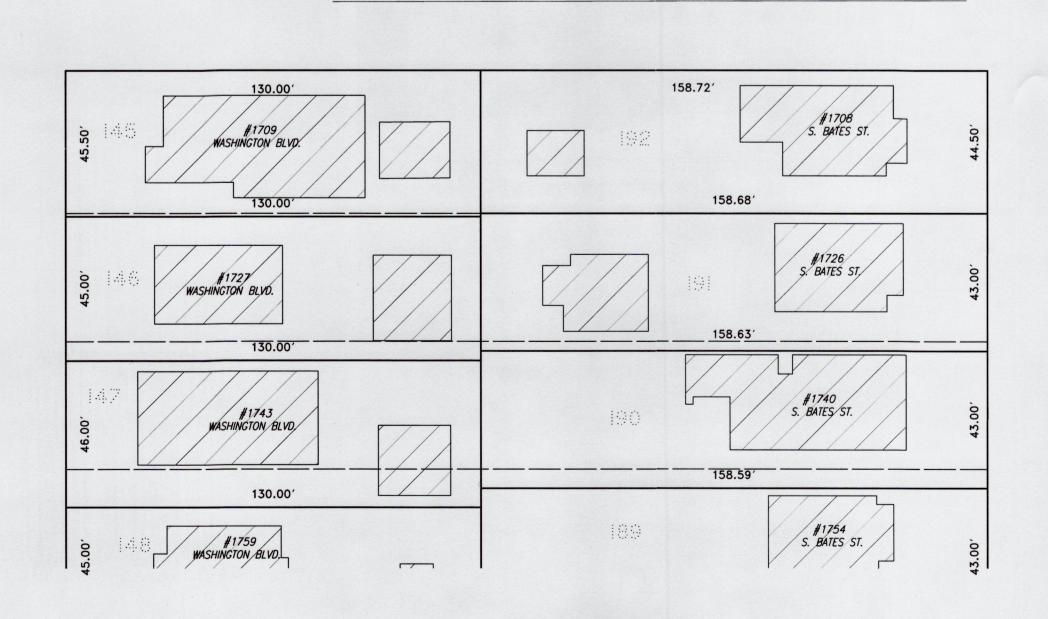


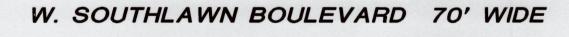


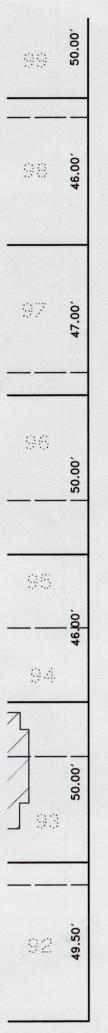
OVERALL NEIGHBORHOOD - SHEET 1 of 2



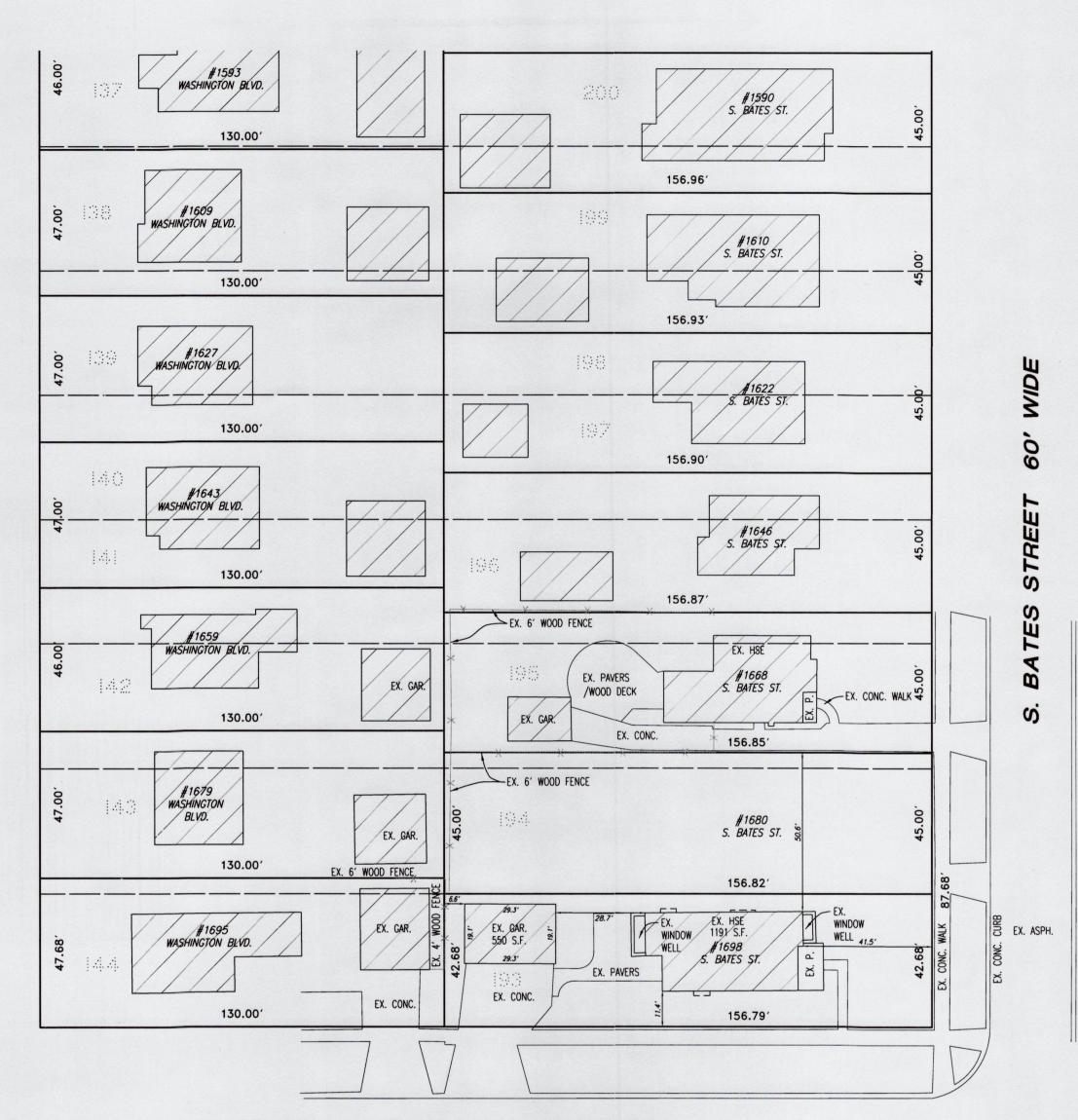
88

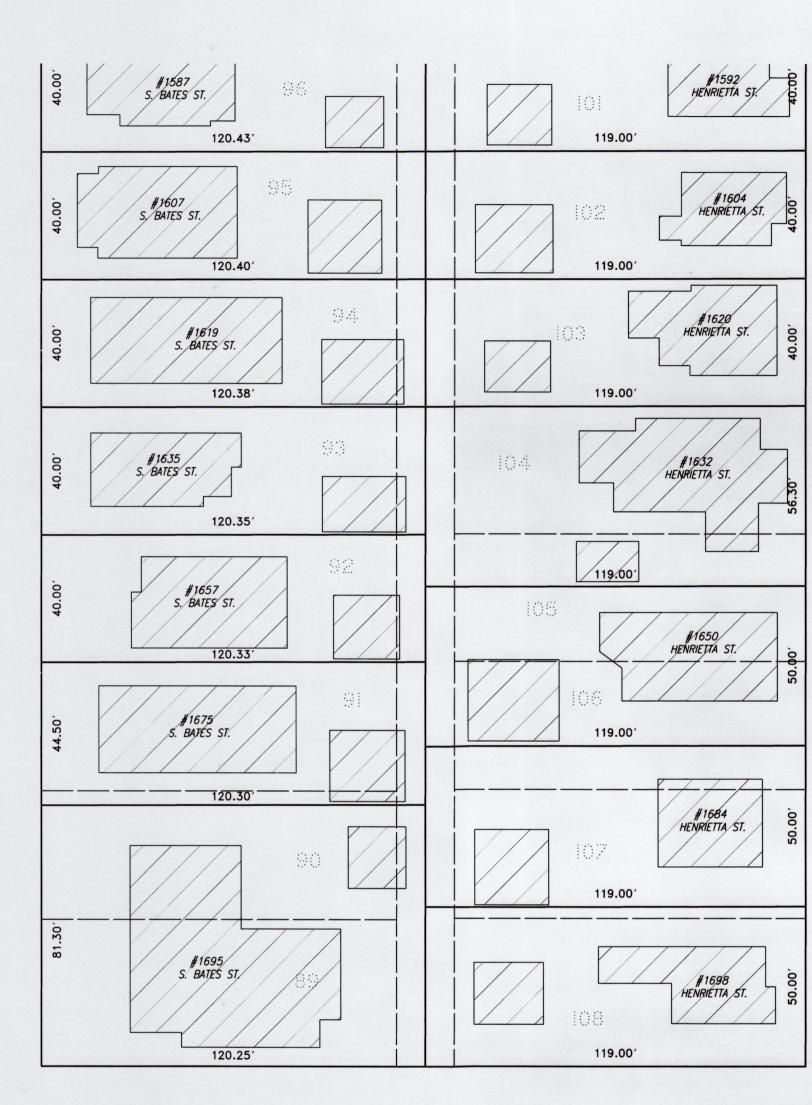


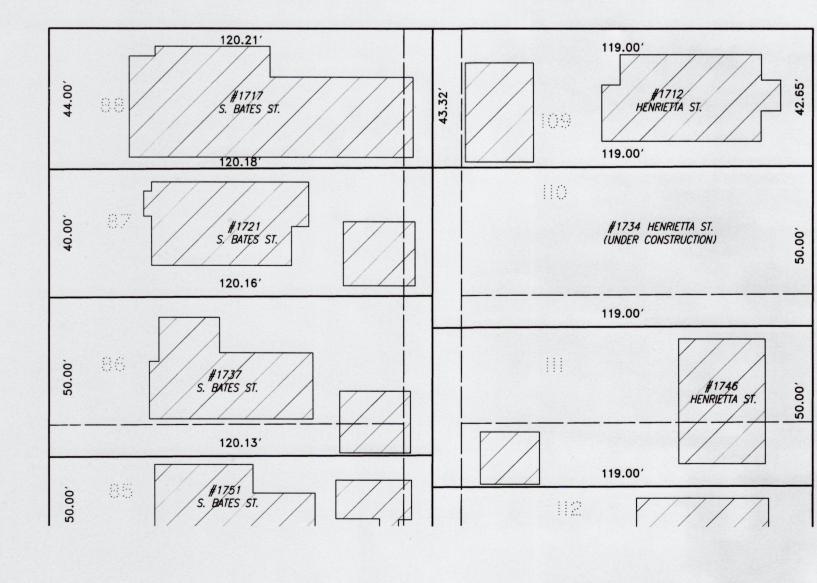


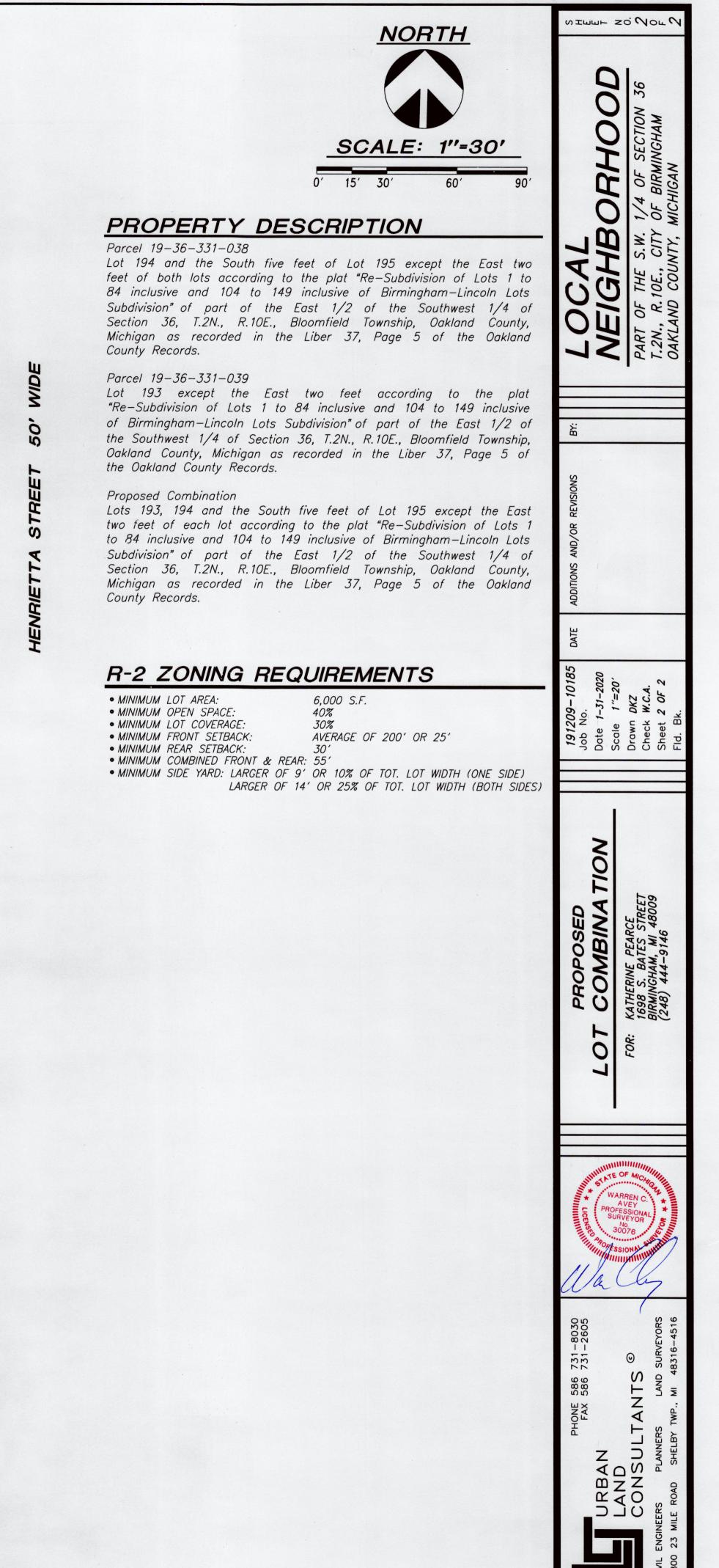




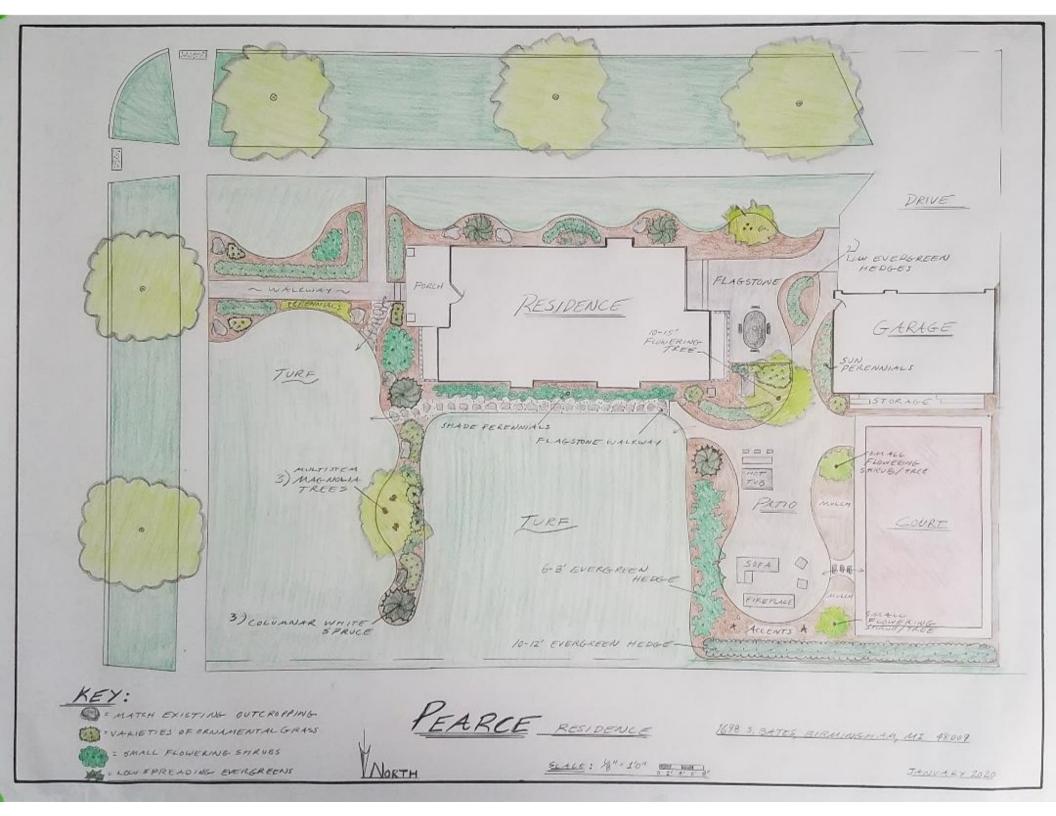








LOCAL NEIGHBORHOOD - SHEET 2 of





S. BATES ST.

EAST ELEVATION PERSPECTIVE

WoodlandDirect		ASK AN EXPER	T! CALL 800.919.190	4		
FIREPLACE	OUTDOOR	CHIMNEY	GAS LOGS	WOOD STOVE	STATUS 🌱	PROMOS 🏷
			OUTDOOR FIREPLACES / C	OUTDOOR FIREPLACES / GAS OUTDOOR FIREPLACES / SUPERIOR VRE4600 LINEAR OUTDOOR GAS FIREPLACE		



Item #M49900098

Superior VRE4600 Linear Outdoor Gas Fireplace

By: Superior Products FAQs | Reviews(0)

✓ 1. Gas Type * Natural Gas				
✓ 2. Size * 36"		\sim		
✓ 3. Fireglass * Diamond Crystal	l Fire Glass	\sim		
✓ 4. Weather Cover * No Thank	\sim			
5. Remote *		\sim		
*Required	Qty 1			
In Stock				
Add to cart for shipping information				
Free Freight Shipping	\$3,079.80			

City of B	irmingham	MEMORANDUM
		City Clerk's Office
DATE:	March 2, 2020	
TO:	Joseph A. Valentine, City Manager	
FROM:	Cheryl Arft, Acting City Clerk	
SUBJECT:	2019 Liquor License Review and	
	2020 Liquor License Renewal	

INTRODUCTION:

Annually the City Commission is required by Chapter 10, Alcoholic Liquors, of the Birmingham Code of Ordinances to review the licenses of establishments which sell intoxicating liquor for consumption on the premises in the city and to consider the renewal of those licenses. As part of the review process investigations of each licensed establishment are conducted by the Building, Planning, Police, Fire and Finance Departments to determine whether the licensee is in compliance with all applicable city and state codes.

After reviewing the results of the annual investigation, the City Commission considers renewal of all existing licenses for consumption of intoxicating liquor on the premises in the city.

If the City Commission wishes to consider objecting to the renewal of any license, it must first hold a public hearing. Public hearings should be scheduled for March 23, 2020 to allow adequate time to forward objections to the Michigan Liquor Control Commission by ther March 31, 2020 deadline.

BACKGROUND:

Attachment A is the investigative summary which is structured based on the statutory reasons for which the City Commission may object to the renewal of a liquor license pursuant to Chapter 10, Sec. 10-40 of the Code. Deficiencies from 2017 and 2018 are also listed to give the City Commission a historical perspective.

Sec. 10-40 of the Code states:

The City Commission may object to the renewal of a liquor license based on one or more of the following reasons:

- (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;

- 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.

All licensed establishments have been notified the Commission will be considering renewal of their license at the March 9, 2020 meeting, and the notice included any violations reported during the 2019 investigation.

The latest 2019 inspection records were obtained from the Oakland County Health Division and the Department of Agriculture. A detailed review of these records did not reveal any outstanding critical violations at any of the establishments. Any minor violations were in the process of meeting compliance pending scheduled re-inspections.

For establishments in compliance with the requirements of Chapter 10 of the Birmingham Code of Ordinances the City Commission may approve the renewal of licenses at the March 9, 2020 Commission meeting.

LEGAL REVIEW:

City Attorney Currier has reviewed the suggested process and finds it in order.

FISCAL IMPACT:

In total, \$35,460.38 in taxes and water bills remains unpaid.

SUMMARY:

The City Commission may object to the renewal of Class B, Class C, and microbrewery liquor licenses held by establishments not in compliance with Sec. 10-40 of the Birmingham Code of Ordinances. To do so, a public hearing must first be held for each establishment not in compliance. Objections must be received by the Michigan Liquor Control Commission by March 31, 2020. Therefore, if public hearings are to be held the City Commission should schedule them for the March 23, 2020 Commission meeting.

The Class B, Class C, and microbrewery liquor licenses of establishments which are in compliance with the criteria of Sec. 10-40 of the Birmingham Code of Ordinances may be renewed for 2020 and a formal resolution to that effect should be made.

ATTACHMENTS:

- 1. Summary of the investigative findings categorized according to Chapter 10, Sec. 10-40 of the Code
- 2. Departmental reports detailing violations for 2019

SUGGESTED RESOLUTION(S)

1. To approve the renewal, for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for which a current year application was received.

OR

- 2. (Each of the following resolutions to be considered with separate motions.)
 - To set a public hearing for 7:30 PM on Monday, March 23, 2020 in Room 205 a. of the Birmingham Municipal Building, 151 Martin, Birmingham, MI 48009, consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor owners/operators on the premises currently held by the of for the following reasons:

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

AND

b. To approve the renewal for the 2020 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 ______, for which a public hearing has been set.

				Sec. 10-40 (3)a Existing violations of regulatory codes (building,	Sec. 10-40 (3)c	Sec. 10-40 (3)f Numerous police contacts		Sec. 10-40 (5) Failure to comply w/terms of license or conditions imposed by		Approved	l Indoor Seats	Actual In:		Sec. 10-40 (7) Failure to timely pay monies
APPLICANT Y	EAR		of State Liquor Laws		Failure to maintain grounds and exterior				Sq. Ft.	Floor		Floor		due the City
		Class C				8	5							
	2018			Outdoor propane storage. ISSUE RESOLVED		3	0	4			!	 		
	2017			Sidewalk sign w/o permit Unscreened propane								1		Taxes
				tanks							′	 		L
Adachi Restaurant Group LLC		Class C							1,072	65	10	55	10	
		Bistro										('		
	2018			2 A-frame sidewalk signs w/o permiT ISSUE								1		
All Seasons Senior Living (Hospitality	2019			RESOLVED								·	<u> </u>	
of Birmingham LLC)	2019													
	2018									1				
	2010									<u> </u>	+	· · · · · · · · · · · · · · · · · · ·		
		Class C							2,212	65	10	63	10	
	2018							Excess seating ISSUE RESOLVED	2,212	0.0	10	<u> </u>	10	
	2017									1	++	(
	2019													1
	2018					1	0					í		
	2017					1	0							
Birmingham Sushi Café, Inc	2019											64	10	
	2018										_ _ [_]		<u> </u>	
	2017							I			_ 7			
Birmingham Teatro	2019 2018							-			!			
				l				L		<u> </u>	[_]	L'	<u> </u>	L
	2017		1											
Bistro Joe's		Class C							n/a	65	10	71	12	
	2015	Bistro												
	2018							Excess seating ISSUE RESOLVED			_ '	·		
	2017				Garbage storage on sidewalk Bacing S. Worth					<u> </u>	_ /		<u> </u>	L
Cameron's Steakhouse		License in												
		escrow												
	2018								<u> </u>	<u> </u>	_ /	·'	 	
	2017			2 signs on facado una normit						65	10	67	10	
Churchill's Bistro/Cigar Bar	2019 2018			2 signs on façade w/o permit				1		00		0/	10	
	2018			Frame sign w/o permit		2	1	1	<u> </u>			·	 	<u> </u>
	2017 2019					<i>L</i>	1				+			
	2019													
	2018 2017										· · · · ·	1		
	2017 2019					3	0							
	2018					2	0							
	2010					2	0	L			[/]	<u> </u>		
Elie's Mediterranean Café	2019	Class C Bistro								65	10			
	2018											1		
	2017										_ '			L
Emagine Palladium & IronWood Grill (CH	2019													
	2018 2017			Sidewalk sign w/o permit							· · · ·	1		
		Class C		Sidewark sign w/o permit						65	10	· · · · · · · · · · · · · · · · · · ·		
Fielding's Prime Steakhouse	2019	Class C		Sidewalk sign w/o permit ISSUE RESOLVED						05	10			
	2018											1		
		Class C							2,776	65	10			
	2018	C1033 C	1					Excess seating ISSUE RESOLVED	2,770	05	10	(
	2010										· · · ·	1		
	2019					1	0							
	2018													
	2017					1	0			<u> </u>	_ _ ′	 _	<u> </u>	L
Hazel, Ravines & Downtown	2019										-			July 2019 taxes due; deliquent
	2018													water due
Ludo Dark Stackhaura	2010									<u> </u>	_ /		<u> </u>	<u> </u>
	2019													
	2018 2017										· · · ·	1		
		Class C Bistro						1	2,900	65	10	58	8	
	2019 2018							Excess seating ISSUE RESOLVED	2,300	0.5	10	30	0	
	2018										· · · · ·	1		
	2019													
	2018											1		
	2017													
		Class C Bistro							n/a	65	10	62	8	
	2018							Excess seating ISSUE RESOLVED			· · · · ·	1		
	2017							Į		<u> </u>	_ '	<u> </u>	<u> </u>	L
Mad Hatter Bistro (Tea Parlor, Inc)	2019	Class C				1	0		2,583	65	10	74	10	
	2018					1	0	Excess seating ISSUE RESOLVED	ļ	<u> </u>	_ '	·'	_	Taxes
	2017			Sidewalk sign w/o permit						<u></u>	_ /		<u></u>	L
Market North End	2019					2	1			GE	10			
	2018 2017					3	0	ł		65	10	·	 	
						9	0							
Phoenicia	2019 2018													
	2018							1		+		'	+	<u> </u>
		1							1	<u> </u>	/	·'	<u> </u>	
				Isnalass enclosure is lowered surrounding outdoor						55	10	64	12	
	2017			Isnglass enclosure is lowered surrounding outdoor dining area (no tables or chairs present)						55	10	64	12	

APPLICANT	YEAR			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		Sec. 10-40 (5) Failure to comply w/terms of license or conditions imposed by City (SLUP)	Sq. Ft.	Approved I Floor	ndoor Seats Bar	Actual Indoor S Floor B	
Rojo Mexican Bistro	2019	Class C			Outdoor dining chairs stored on dining platform in front of restaurant. ISSUE RESOLVED	1	0						Taxes -Owner has entered into a payment agreement with Oakland County. Water -Owner has entered into a payment agreement with the City.
	2018		1	Sidewalk sign w/o permit									Taxes, Deliquent Taxes,
	2017		1	Sidewalk sign w/0 permit									Taxes, Deliquent Taxes, Water

				Sec. 10-40 (3)a Existing violations of regulatory codes (building,	Sec. 10-40 (3)c	Sec. 10-40 (3)f Numerous police contacts		Failure to comply w/terms of license or conditions imposed by			Indoor Seats			Sec. 10-40 (7) Failure to timely pay monies
APPLICANT	YEAR		of State Liquor Laws	zoning, fire, et.al.)	Failure to maintain grounds and exterior			City (SLUP)	Sq. Ft.	Floor	Bar	Floor	Bar	due the City
Salvatore Scallopini	2019	Class C							n/a	55	10	58	6	
		Bistro												
	2018							Excess seating ISSUE RESOLVED						
	2017													
Sidecar Slider Bar	<mark>2019</mark>	Class C		Window signage exceeds permitted amount										Taxes -Owner has entered into
														a payment agreement with
	2018													Taxes
	2017			Window signage exceeds permitted amount		_			-	-				Taxes
Social Kitchen & Bar	2019	Class C Bistro		Window signage exceeds 12 sq. ft. permitted						55	10	56	9	
	2018													
	2017													
Springdale Golf Course	2019													
	2018													
	2017													
Streetside Seafood	2019													
	2018					1	2							
	2017													
Tallulah Wine Bar & Bistro	2019	Class C							2,200	55	10	54	10	
	2018	Class C	2					Excess seating ISSUE RESOLVED	2,200	55	10	54	10	
	2010		2											
THC Investors, LP (The Townsend Hotel -	2019													
Rugby Grill)	2013		1			2	1							
Rugby Griff)	2017		-			_	-							
The Morrie	2017			1				1		1	1		1	
				1	1			1		1	1		1	
								1						
Toast	2019	Class C						1		55	10	82	10	\$7,381.97
	2018	Class C						Excess seating. Hours of operation do not match SLUP. Ownership transfer requires SLUP	n/a	55	10	82	10	<i><i><i>(</i>),001.07</i></i>
								amendment.						
[2017													
Townhouse	2019	Class C Bistro								40	10	38	7	

City of T	Birmingham	MEMORANDUM
		Building Department
DATE:	February 3, 2020	
TO:	Cheryl Arft, Acting City Clerk	
FROM:	Bruce R. Johnson, Building Official	
SUBJECT:	2020 Liquor License Renewal Inspe	ections

1

Building Department staff completed its 2020 inspections and reviews of the 37 establishments within the City licensed to serve liquor. In accordance with Section 10-37 of the City Code, the Department annually inspects each facility for compliance with the building codes and reviews the latest Health Department inspection records for any outstanding critical violations. The Building Department has determined each facility is in compliance with applicable building and health codes and recommends approval of the 2020 licenses.

Staff conducted initial inspections in early January of this year to check for compliance with City regulations including building, electrical, mechanical, and plumbing codes. The manager on site was informed of any deficiencies discovered during the inspection and advised that staff would return within a couple of weeks to verify that corrections had been made. Follow-up inspections verified each establishment is in compliance with the codes. In addition, staff obtained the latest 2019 inspection records from the Oakland County Health Division and/or the Department of Agriculture for each facility. A detailed review of these records did not reveal any outstanding critical violations at any of the establishments and any minor violations were in various stages of compliance pending scheduled re-inspections. The attached status and inspection reports show that each establishment is in compliance.

BUILDING DEPARTMENT 2020 LCC INSPECTION STATUS REPORT

FACILITY NAME	LOCATION	STATUS
SPRINGDALE GOLF COURSE	316 STRATHMORE RD	APPROVED
ALL SEASONS OF BIRMIGHAM	111 ELM ST	APPROVED
EMAGINE	209 HAMILTON ROW	APPROVED
ROJO RESTAURANT	250 E MERRILL ST	APPROVED
LASTRADA-CAFE	243 E MERRILL ST	APPROVED
SIDECAR SLIDER BAR	280 E MERRILL ST	APPROVED
SOCIAL KITCHEN	225 E MAPLE RD	APPROVED
STREETSIDE RESTAURANT	273 PIERCE ST	APPROVED
COMMUNITY HOUSE	380 S BATES ST	APPROVED
BIRMINGHAM SUSHI CAFE INC	377 HAMILTON ROW	APPROVED
TOWNHOUSE KITCHEN & BAR LLC	184 PIERCE ST	APPROVED
CHURCHILL'S	116 S OLD WOODWARD AVE	APPROVED
BIG ROCK CHOP HOUSE	245 S ETON ST	APPROVED
PHOENICIA RESTAURANT	588 S OLD WOODWARD AVE	APPROVED
GRIFFIN CLAW BREWERY	575 S ETON ST	APPROVED
FLEMINGS PRIME STEAKHOUSE	323 N OLD WOODWARD AVE	APPROVED
ELIE'S MEDITERREAN GRILL	263 PIERCE ST	APPROVED
PERNOI	310 E MAPLE RD	APPROVED
SALVATORE SCALLOPINI RESTAURAN	505 N OLD WOODWARD AVE	APPROVED
WHOLE FOODS	2100 E MAPLE RD	APPROVED
TRIPLE NICKEL	555 S OLD WOODWARD AVE STE	APPROVED
MAD HATTER	185 N OLD WOODWARD AVE	APPROVED
LUXE BAR & GRILL	525 N OLD WOODWARD AVE	APPROVED
LINCOLN HILLS GOLF COURSE	2666 W 14 MILE RD	APPROVED
BIRMINGHAM REALTY LLC	211 S OLD WOODWARD AVE	APPROVED
HAZEL RAVINES & DOWNTOWN	34977 WOODWARD AVE	APPROVED
DICK O DOWS	160 W MAPLE RD	APPROVED
VINOTECCA	210 S OLD WOODWARD AVE	APPROVED
MARKET	474 N OLD WOODWARD AVE	APPROVED
TOWNSEND HOTEL	100 TOWNSEND ST	APPROVED
TOAST ENTERPRISES, LLC	203 PIERCE ST	APPROVED
BELLA PIATTI LLC	167 TOWNSEND ST	APPROVED
TALLULAH LLC	155 S BATES ST FL 1	APPROVED

BUILDING DEPARTMENT 2020 LCC INSPECTION STATUS REPORT

FACILITY NAME	LOCATION	STATUS	
FOREST GRILL	735 FOREST AVE STE 100	APPROVED	
220 RESTAURANT HOSPITALITY LLC	220 E MERRILL ST	APPROVED	
BISTRO JOE'S	34244 WOODWARD AVE	APPROVED	
HYDE PARK STEAKHOUSE	201 S OLD WOODWARD AVE	APPROVED	
InspectionGroup.GroupType = LCC ANNUAL InspectionGroup.DateStarted Between 12/1/ 1/30/2020 11:59:59 PM			2/2

City of Birmingham	
DATE: February 21 st , 2020	Planning Division
TO: Cheryl Arft, Acting City Clerk	
FROM: Nicholas Dupuis, City Planner	
APPROVED: Jana Ecker, Planning Director	
SUBJECT: Annual Liquor License Renewal Inspec	ctions – 2020

As a part of the annual liquor license renewal process in the City of Birmingham, the Planning Division conducts a series of exterior inspections. The purpose of the inspection is to ensure that liquor license holders are maintaining adherence to the City's Zoning Ordinance, as well as the Special Land Use Permit and contract outlining the operation of each liquor license holder in the City. In addition to exterior building/site conditions, the interiors of those restaurants that hold a bistro license were also inspected for two main reasons. One, the bistros were inspected to ensure that the theme or environment has not drastically changed, as each bistro was approved based on the theme, menu, and environment that is brought to the City. Second, each bistro is required to have a maximum of 65 indoor dining seats (10 maximum bar seats), and is now required to have no more than 65 outdoor seats (Article 9, Section 9.02). In addition to the maximum seating regulations, bistro license holders are also expected to maintain the seat total approved by the Planning Board and City Commission at the Special Land Use Permit approval hearings. The following observations were made during the 2020 inspections (with ordinance article and section references):



- 220 Merrill
 - 5 ft. clear path is not being maintained from the planter boxes surrounding the outdoor dining area to the tree wells. (*Chapter 126, Article 4, Section 4.44* (A)(7)(b)).
 - Several propane heaters are being stored outside and in alley, which are in poor condition. (*Chapter 126, Article 2, Section 2.37 (C)(1)*).
 - There are four portable signs on the property, only one with a permit. (*Sign Ordinance, Article 1, Table B*).
 - A portion of the screening gate for the dumpster enclosure has been damaged, thus no longer fully screening the dumpster. (*Chapter 126, Article 4, Section 4.54* (C)(7)).
- Adachi Sushi
 - No exterior issues present.
 - Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
55	10	65	0	0	0

• All Seasons Senior Living

o No issues present.

• Bella Piatti

- No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
50	10	60	-2	0	-2

• Big Rock

o No issues present.

• Birmingham 8 Theater

• No issues present.

• Birmingham Sushi Café

- \circ No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
64	0	64	-1	0	-1

• Bistro Joe's

- No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
60	12	72	6	2	8

• Churchill's Cigar Bar

- Two signs on building façade that are not permitted. (Sign Ordinance, Article1).
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
56	9	65	2	0	2

Dick O' Dows

o No issues present.

• Elie's Mediterranean Grill/Bar

- No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
56	8	64	0	0	0

• Emagine Palladium

• No issues present.

Flemmings Prime Steakhouse

o No issues present.

• Forest Grill

•

- No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
54	10	64	0	0	0

• Griffin Claw

• No issues present.

Hazel Ravines & Downtown

• No issues present.

• Hyde Park Prime Steakhouse

• No issues present.

• La Strada Cafe

- Temporary banner sign, no permit obtained (*Sign Ordinance, Article 1, Table B*).
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
50	6	56	-7	-2	-9

Lincoln Hills Golf Course

• No issues present.

• Luxe Bar & Grille

- \circ No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
46	8	54	-3	-2	-5

• Mad Hatter Café

- No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
59	8	67	9	0	9

• Maple Road Taproom (Whole Foods)

- No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
28	8	36	0	0	0

• Market North End

- No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
54	10	64	0	0	0

• Pernoi

- Isnglass enclosure is lowered surrounding outdoor dining area (no tables or chairs present). (*Chapter 126, Article 3, Section 3.04 (C)(10)(i)*).
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
64	12	76	6	5	11

• Phoenicia

• No issues present.

• Rojo Mexican Bistro

• Outdoor dining tables and chairs are being stored on the outdoor dining platform. (*Chapter 126, Article 4, Section 4.67 (B)(2)*).

• Salvatore Scallopini

- No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
58	6	64	0	0	0

• Sidecar Slider Bar

• Window signage exceeds 12 sq. ft. permitted (*Sign Ordinance, Article 1, Table B*).

• Social Kitchen and Bar

- Window signage exceeds 12 sq. ft. permitted (*Sign Ordinance, Article 1, Table B*).
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
56	9	65	2	-1	1

- Springdale Golf Course
 - No issues present.
- Streetside Seafood
 - o No issues present.

• Tallulah Wine Bar & Bistro

- No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
54	10	64	0	0	0

• The Community House Café

- No issues present.
- The Rugby Grille (Townsend)
 - No issues present.

• The Morrie

- No issues present.
- Toast
 - No exterior issues present.
 - Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
82	10	92	27	0	27

Townhouse

- \circ No exterior issues present.
- Bistro license seat inspection:

Floor	Bar	Total	Floor +/-	Bar +/-	Total +/-
38	7	45	-2	-3	-5

• Triple Nickel

• No issues present.

• Vinotecca

• Signage on glass railings not permitted (*Sign Ordinance, Article 1*).

Please note the following:

- The seat totals reported are what was observed during the annual inspection, and the differences are a result in comparing them to the approved seating plans.
- La Strada Café and its irregular seat inspection counts are due to the construction taking place at the Merrillwood building, which has forced the bistro to remove tables temporarily.
- Outdoor dining is not included, as the inspections were performed outside of the outdoor dining season. Outdoor dining is inspected for compliance in the summer and fall.
- Other observations of note include the presence of additional bar height stools located in the bar areas of Toast, Churchill's Bistro & Cigar Bar, and Bella Piatti. These stools were observed both at a small ledge type area where it appears as though patrons may stand or lean with bar drinks, but also against walls being stored for some unconfirmed use. None of these chairs or ledges were set for use by dining patrons, but the City Commission may wish to consider these chairs and what they are/may be used for in the seating totals.
- A full chart of bistro seating data is present in the attached chart.

Liquor License Seat Inspection - January 2020

New		Not In Use	Indoor Di	ining Seats	0	utdoor Dining Sec	nts		Total Se	ating
Bistro Licenses	Address	Liquor License	Floor	Bar	Public Property	Dining Platform	Private Property	Indoor	Outdoor	Establishment
Adachi Sushi	325 S. Old Woodward	Bistro	55	10	0	0	0	65	0	65
Bella Piatti	167 Townsend	Class C	50	10	0	0	0	60	0	60
Birmingham Sushi Café	377 Hamilton Row	Class C	64	0	0	0	0	64	0	64
Churchills Bistro & Cigar Bar	116 S. Old Woodward		56	9	0	0	0	65	0	65
Elie's Mediterranean Grill/Bar	263 Pierce	Bistro	56	8	0	0	0	64	0	64
La Strada Café	243 E. Merrill	Bistro	50	6	0	0	0	56	0	56
Luxe Bar & Grill	525 N. Old Woodward	Bistro	46	8	0	0	0	54	0	54
Mad Hatter Café	185 N. Old Woodward	Development	59	8	0	0	0	67	0	67
Market North End	474 N. Old Woodward		54	10	0	0	38	64	38	102
Pernoi	310 E. Maple	Development	64	12	0	0	0	76	0	76
Salvatore Scallopini	505 N. Old Woodward	Development	58	6	0	0	0	64	0	64
Social Kitchen & Bar	225 E. Maple	Bistro	56	9	58	0	0	65	58	123
Tallulah Wine Bar & Bistro	155 S. Bates	Quota	54	10	0	0	0	64	0	64
Toast	203 Pierce	Development	82	10	0	0	0	92	0	92
Townhouse	180 Pierce	Development	38	7	0	0	0	45	0	45
Outside PSD										
Bistro Joe's	34244 Woodward	Class C	60	12	0	0	60	72	60	132
Forest Grill	735 Forest	Class C	54	10	0	0	0	64	0	64
Maple Road Taproom (Whole Foods)	2100 E. Maple	Quota	28	8	0	0	0	36	0	36

Approved Site Plan Seats - January 2020

New		Not In Use	Indoor Dir	ning Seats	0	utdoor Dining Sea	ats		Total Sea	iting
Bistro Licenses	Address	Liquor License	Floor	Bar	Public Property	Dining Platform	Private Property	Indoor	Outdoor	Establishment
Adachi Sushi	325 S. Old Woodward	Bistro	55	10	0	0	67	65	67	132
Bella Piatti	167 Townsend	Class C	52	10	6	22	0	62	28	90
Birmingham Sushi Café	377 Hamilton Row	Class C	65	0	0	24	0	65	24	89
Churchills Bistro & Cigar Bar	116 S. Old Woodward		54	9	12	0	0	63	12	75
Elie's Mediterranean Grill/Bar	263 Pierce	Bistro	56	8	4	20	0	64	24	88
La Strada Café	243 E. Merrill	Bistro	57	8	14	0	0	65	14	79
Luxe Bar & Grill	525 N. Old Woodward	Bistro	49	10	12	0	0	59	12	71
Mad Hatter Café	185 N. Old Woodward	Development	50	8	24	0	0	58	24	82
Market North End	474 N. Old Woodward		54	10	0	0	44	64	44	108
Pernoi	310 E. Maple	Development	58	7	0	0	26	65	26	91
Salvatore Scallopini	505 N. Old Woodward	Development	58	6	34	0	0	64	34	98
Social Kitchen & Bar	225 E. Maple	Bistro	54	10	56	0	30	64	86	150
Tallulah Wine Bar & Bistro	155 S. Bates	Quota	54	10	0	42	0	64	42	106
Toast	203 Pierce	Development	55	10	19	40	0	65	59	124
Townhouse	180 Pierce	Development	40	10	64	0	0	50	64	114
Outside PSD										
Bistro Joe's	34244 Woodward	Class C	54	10	0	0	60	64	60	124
Forest Grill	735 Forest	Class C	54	10	30	0	0	64	30	94
Maple Road Taproom (Whole Foods)	2100 E. Maple	Quota	28	8	0	0	33	36	33	69



MEMORANDUM

Police Department

DATE:	January 6 th , 2020
то:	Joseph A. Valentine, City Manager
FROM:	Chris Busen, Investigative Commander
APPROVED:	Mark H. Clemence, Chief of Police
REFERENCE:	2019 Annual Class B/C Liquor License Report

Liquor license inspections/decoy operations were conducted at the following Class B/C liquor license establishments/brew pubs in 2019:

- 1. 220 Merrill
- 2. Adachi Restaurant
- 3. All Seasons Senior Living
- 4. Bella Piatti
- 5. Big Rock Chop & Brew House/The Reserve
- 6. Birmingham Sushi Café
- 7. Birmingham Teatro (Birmingham 8 Theater)
- 8. Bistro Joe's
- 9. Churchill's Bistro
- 10. Community House
- 11. Dick O'Dow's
- 12. Ellie's Mediterranean Grill & Bar
- 13. Emagine
- 14. Fleming's Prime Steakhouse & Wine Bar
- 15. Forest Grill
- 16. Griffin Claw Brewery
- 17. Hazel and Ravines
- 18. Hyde Park Steakhouse
- 19. La Strada Cafe
- 20. Luxe Bar & Grill
- 21. Mad Hatter
- 22. Maple Road Tap Room (Whole Foods)
- 23. Market North End
- 24. Per Noi

- 25. Phoenecia
- 26. Rojo Mexican Bistro
- 27. Salvatore Scallopini
- 28. Social Kitchen and Bar
- 29. Streetside Seafood
- 30. Tallulah Wine Bar & Bistro
- 31.Toast
- 32. Townhouse
- 33. Townsend Hotel/The Corner Bar
- 34. Triple Nickel
- 35. Vinotecca
- 36. Lincoln Hills Golf Course-City of Birmingham
- 37. Springdale Golf Course-City of Birmingham

All of the above listed establishments were license compliant according to the standards set by the Michigan Liquor Control Commission (MLCC).

2019 Liquor Law Violations Class B/C

The Birmingham Police Department conducted liquor decoy operations in all Class B/C licensed establishments/brew pubs in 2019.

While conducting our decoy operations, Vinotecca were issued a MLCC Violation for serving a minor and the individual server was also issued a violation for selling to a minor by Birmingham Police Detectives in December 2019.

While conducting our decoy operations, Triple Nickel were issued a MLCC Violation for serving a minor and the individual server was also issued a violation for selling to a minor by Birmingham Police Detectives in December 2019.

The MLCC reported through a Notification of Violation report that Griffin Claw Brewery was charged with the Sale of Unregistered Beer Products on April 27th, 2019.

2019 Liquor Law Violations Specially Designated Merchant (SDM)

While conducting our decoy operations, Specially Designated Merchant, Rite Aid was issued a MLCC Violation for serving a minor and the individual server was also issued a violation for selling to a minor by Birmingham Police Detectives in December 2019.

While conducting our decoy operations, Specially Designated Merchant, Whole Foods was issued a MLCC Violation for serving a minor and the individual server was also issued a violation for selling to a minor by Birmingham Police Detectives in December 2019.

The MLCC reported through a Notification of Violation report that Rite Aid was selling a bottle of vodka at less than the minimum retail selling price set forth by the State of Michigan on April 23rd, 2019.

2019 Police Contacts

All Class B/C establishments/brew pubs were checked for assaultive behavior/disorderly conduct related police contacts. The following list details the police related contacts:

- 1) Dick O'Dows (160 W Maple)
 - a) August 30th, 2019: A noise complaint was reported for loud music. The Officer advised the bar to close its rear doors.
 - b) November 27th, 2019: A noise complaint was reported. The Officer checked the area and all was quiet.
 - c) November 30th, 2019: A noise complaint was reported. A small group of patron's were smoking in the alley. They re-entered the bar and all was quiet.
- 2) 220 Merrill (220 E Merrill)
 - a) January 7th, 2019: Report of an assault. The owner of the bar failed to turn over the security footage of the assault to the Detective in charge of the case. A warrant request for assault and battery was denied.
 - b) January 13th, 2019: Report of an assault. A warrant was issued for assault and battery, disorderly conduct, and fighting in public.
 - c) March 24th, 2019: Minor drinking at the bar. A citation was issued for minor in possession of alcohol.
 - d) June 1st, 2019: A noise complaint was reported. The manager stated he would turn down the music.
 - e) June 21st, 2019: Report of a disorderly customer. The customer was arrested and charged with disorderly person.
 - f) July 20th, 2019: A noise complaint was reported. The area checked all quiet.
 - g) July 21st, 2019: Report of an assault. A warrant was later issued for assault and battery.
 - h) October 18th 2019: Report of cocaine use at the bar. The owner of the bar failed to turn over the security footage of the incident to the Detective in charge of the case. A warrant was still issued for possession of a controlled substance.
- 3) Griffin Claw (575 S Eton)
 - a) October 4th, 2019: A noise complaint was reported for loud music. The music was turned down by the manager after the Officer arrived.

- 4) Rojo (250 E Merrill)
 - a) February 22nd, 2019: An employee of the restaurant was assaulted by another employee of the restaurant. The warrant request was denied.
- 5) Streetside Seafood (273 Pierce)
 - a) February 10th 2019: Two disorderly intoxicated customers were reported. The two subjects were given a courtesy ride home.
 - b) March 1st, 2019: A fight in progress was reported. The two subjects involved were arrested and cited for disorderly persons.
- 6) Townhouse (180 Pierce)
 - a) June 24th, 2019: A noise complaint was called in and a power washer was turned off.
 - b) October 25th, 2019: A noise complaint was called in and a power washer was turned off.
 - c) October 25th, 2019: Another noise complaint was called in and no violation was observed.
- 7) Market North End (474 N Old Woodward)
 - a) October 20th 2019: A customer trouble complaint was called in. A male subject who was given a prior trespass warning was now in the bar. The subject was gone when the Officer arrived.
 - b) December 11th, 2019: An employee reported a criminal sexual assault by a customer. A warrant request was sent to the Oakland County Prosecutor's Office.

APPLICANT	Parcel #	July 2019 Tax Due	2019 Outdoor Dining Invoice	Prior Year Delinquent Personal Property	Water Account Number	Delinquent Water Due	Total Due	Comments
220 Merrill Restaurant	19-36-202-017				00023-59924	Water Due		oonincints
	99-00-015-113				00237-22056			
Adachi Restaurant Group LLC	99-00-019-073							
411.0	40.04.007.000				00001 10070			
All Seasons	<u>19-36-227-029</u> 99-00-014-135				09901-10370 09902-10371			
Bella Piatti	99-00-012-120							
Big Rock Chop & Brew House	20-31-207-001				09063-30518			
	99-01-850-107				09069-34414			
Birmingham Sushi	99-00-010-087				32745-34042			
Birmingham Theater	99-01-960-507							
Bistro Joe's	99-00-002-103				19469-24354			
	19-36-283-025							
Churchill's Bistro	99-01-009-140				35143-25682			
Community House	19-36-132-007				00190-78528			
					01909-22470			
Dick O'Dow's	99-01-960-288				06549-23140			
					06551-23142			
Elie's Mediterranean Café	99-01-930-115				00022-19864			
Emagine Palladium	99-00-016-081							
Flemings	99-00-008-040							
Forest Grill 2 LLC	99-00-009-074							
Griffin Claw Brewery	99-00-014-048				29898-19115			
	20-31-203-036				29899-19116			
Hazel Ravines Downtown	99-00-019-061	\$7,339.83			34487-34546	\$4,045.04	\$11,384.87	
Hyde Park Steakhouse	99-00-013-091				07725-23506	\$6,123.08	\$6,269.48	
					32231-25766	\$146.40		
La Strada Caffe LLC	99-00-016-108							
Luxe Bar & Grill	99-00-011-030							
Mad Hatter	99-00-015-066	\$6,770.82					\$6,770.82	
Market North End	99-00-014-056				07106-23265			
Pernoi	99-00-020-032							
Phoenecia	99-01-010-170				00785-22218			
Rojo Sidecar	<u>99-00-014-118</u> 99-00-017-071	\$4,845.32 \$1,075.42		\$473.69	34097-25270	\$10,590.51	\$15,909.52 \$1,075.42	
		ψ1,073.42			0(422.220//		ψ1,073.42	
Salvatore Scallopini	99-01-850-267				06433-23066			
Social Kitchen & Bar	99-00-013-079							
Streetside Seafood	99-01-006-540				00223-22048			
Tallulah Wine Bar & Bistro	99-00-011-051				02017-22504			
Toast	99-00-009-013		\$7,381.97		21549-22036		\$7,381.97	
Townhouse	99-00-012-092				01128-08396			
Townsend Hotel	19-36-134-006		\$4,274.65		00169-25030		\$4,274.65	
	99-01-870-185		Ψτ, ΖΙ 4.00		00169-25030		₽Ŧ₁∠14.00	
Triple Nickel	99-00-015-111				17536-24761			
Vinotecca	99-00-019-099				34089-25378			
				[
Whole Foods Market	<u>99-00-018-001</u> 20-31-202-001				10715-19104 10721-24202			



MEMORANDUM

Engineering Department

DATE:	March 6, 2020
то:	Joseph A. Valentine, City Manager
FROM:	Austin W. Fletcher, Assistant City Engineer
SUBJECT:	Maple Road Reconstruction – Phase II Project MDOT Agreement

INTRODUCTION:

The Michigan Department of Transportation (MDOT) received and opened bids for the Maple Road Reconstruction Project on February 7, 2020. The low bidder was Angelo Iafrate Construction Company.

BACKGROUND:

The Maple Road Reconstruction Project is Phase II of the City's Downtown Improvement Initiative. Phase I – Old Woodward Avenue was completed in 2018. The project will completely remove and replace the underlying concrete pavement and asphalt overlay on Maple Road between Chester Street and Woodward Avenue (M-1) except the portion on either side of Old Woodward which was previously completed in 2018. Work will include replacement of water and sewer, the replacement of traffic signals with mast arms at three intersections, new fiber optic conduit system, City-owned electrical system and new landscaping with irrigation. The project will also include the re-alignment of the Southfield Road intersection so it is perpendicular at Maple Road as well as resurfacing the section of Maple Road between Southfield Road and Chester Street. With this being an MDOT Contract, the City is required to follow more stringent rules and regulations. The City is currently in the process of resolving a design issue in regards to the mast arms along the Maple Road corridor.

Due to this project being within the downtown and the City's desire to minimize the disruption to the area businesses and local residents, the Engineering Department was able to include the following unique terms within the contract. These include:

- Extending working hours until 10:00 pm Monday through Saturday (typically working hours end at 7:00 pm);
- Road Rental and Road Rental Incentive Contractor will either receive a bonus or penalty based on the time it takes to complete the project. This bonus/penalty ranges between \$4,500 to \$6,000 per day and depends on the status of the project, road closures and schedule.

On February 7, 2020, the Michigan Department of Transportation (MDOT) opened bids for the Maple Road Reconstruction Project. Four (4) companies submitted bids for this project. The range of bids received were between \$7,181,732.82 to \$9,279,508.68. These numbers reflect 'true' construction costs. The low bidder was Angelo Iafrate Construction Company with a bid of \$7,181,732.82. The City anticipated that when bids were actually received that they would be higher than the preliminary Engineer's Estimate of \$5,185,000.00 that was originally provided by Nowak & Fraus in April 2019 and was later updated based only on changing quantities and deletion/addition of pay items for the final submission to MDOT (\$5,759.052.65). A copy of the Bid Summary is attached.

Other possible contributing factors that could explain the higher costs are:

- The requirement of Prevailing Wages on MDOT Projects;
- The short 'window' for the actual construction four months;
- Working in a downtown environment space constants;
- Requirement of accommodating business pedestrian access.

The difference between the Engineer's Estimate and the low bid is \$1,422,680.17. The majority of the overages occur within the water and paving components of the project which account for approximately \$1,000,000.00 of the overages. Another component is related to the Road Rental and Road Rental Incentive pay items. It should be noted that the Road Rental pay item was not included in the Engineer's Estimate as this number is at the discretion of the contractor to determine this number. Angelo Iafrate bid \$600,000.00 for Road Rental, but they will only be eligible for up to \$110,000.00 (maximum per the contract). This accounts for another \$490,000.00 of the overage which will be not paid to the contractor, essentially reducing the overage to \$932,680.17.

The City was successful in obtaining two (2) Federal Grants for this project; Federal Surface Transportation Program (\$439,792.50) for the road improvements and Federal Highway Safety Improvement Program (\$265,700.00) for the re-alignment of the Southfield Intersection.

Angelo Iafrate has an excellent record of quality work, including keeping the work site clean and working well on restoration. They have recently completed three (3) project within the City; Old Woodward Reconstruction, 2018 Local Streets Paving Program and the Parking Lot 5 Outfall Repair. We are confident that they have the qualifications to be successful at this project.

LEGAL REVIEW:

The Contract has been reviewed by the City Attorney and no issues were identified.

FISCAL IMPACT:

The total amount budgeted for this project (net of related grants) was \$5,210,000.00. The total contract amount is \$7,181,733.00 less grants of \$705,493.00 for a net contract cost of \$6,476,240.00 as broken down below:

	BUDGET	BID AMOUNT	<u>BUDGET</u> VARIANCE
<u>FUND</u>	<u>AMOUNT</u>	(Net of Grants)	UNDER (OVER)
GENERAL FUND – Sidewalks/Fiber Optics	\$ 895,000.00	\$ 2,418,572.00	(\$ 1,523,572.00)
MAJOR STREET FUND – Traffic Control	\$ 630,000.00	\$ 355,306.00	\$ 274,694.00
MAJOR STREET FUND – Road Construction	\$ 2,300,000.00	\$ 1,663,673.00	\$ 636,327.00
WATER FUND	\$ 660,000.00	\$ 1,321,282.00	(\$ 661,282.00)
SEWER FUND	\$ 725,000.00	\$ 707,407.00	\$ 17,593.00
AUTO PARKING FUND	<u>\$ 0.00</u>	<u>\$ 10,000.00</u>	<u>(\$ 10,000.00)</u>
TOTAL	\$ 5,210,000.00	\$ 6,476,240.00	(\$ 1,266,240.00)

A budget amendment will be necessary for this contract. To reduce the impact of the budget overages on the various funds, it is recommended that the City reduce the transfers from the General Fund to the Major Street Fund by \$500,000.00 and instead transfer this amount to the Water Fund. Additionally, it is recommended that the City reduce the transfer to the Local Street Fund by \$500,000.00 and use these funds to partially offset the costs of the sidewalk/fiber optic system in the General Fund. If these amendments are approved, the resulting remaining budget variance is as follows:

FUND	<u>REVISED</u> <u>BUDGET</u> <u>AMOUNT</u>	BID AMOUNT (Net of Grants)	<u>BUDGET</u> <u>VARIANCE</u> <u>UNDER (OVER)</u>
GENERAL FUND – Sidewalks/Fiber Optics	\$ 1,395,000.00	\$ 2,418,572.00	(\$ 1,023,572.00)
MAJOR STREET FUND – Traffic Control	\$ 530,000.00	\$ 355,306.00	\$ 174,694.00
MAJOR STREET FUND – Road Construction	\$ 1,900,000.00	\$ 1,663,673.00	\$ 236,327.00
WATER FUND	\$ 1,660,000.00	\$ 1,321,282.00	(\$ 161,282.00)
SEWER FUND	\$ 725,000.00	\$ 707,407.00	\$ 17,593.00
AUTO PARKING FUND	<u>\$ 0.00</u>	<u>\$ 10,000.00</u>	<u>(\$ 10,000.00)</u>
TOTAL	\$ 5,710,000.00	\$ 6,476,240.00	(\$ 766,240.00)

The remaining over budget variances can be absorbed by the respective funds reserves. Most of the overage in the General Fund will eventually be paid back to the fund by the way of special assessments revenue.

PUBLIC COMMUNICATIONS:

The City has been notifying the City's residents, downtown business owners and tenants for several months via monthly Birmingham Shopping District Merchant meetings, social media, e-notifications, City newsletters, etc. These activities will continue throughout the project as well as providing weekly updates.

SUMMARY:

It is recommended that the Mayor be authorized to sign Contract No. 19-5643 between the City of Birmingham and the Michigan Department of Transportation for the Maple Road Reconstruction Project.

ATTACHMENTS:

Bid Tabulation – one page MDOT Contract No. 19-5643 – twenty-eight pages Construction Plans – Sheets 14-44

SUGGESTED RESOLUTION:

To authorize the Mayor to sign Contract No. 19-5643 between the City of Birmingham and the Michigan Department of Transportation to authorize the City's participation in a Federal Surface Transportation and Federal Highway Safety Improvement Program to fund a portion of the planned improvements at the Southfield and Maple intersection as well as Maple Road between Chester Road and Woodward Avenue. The estimated cost to the City in the fiscal year 2019-2020 is \$7,181,732.82, charged to the following account numbers:

<u>Fund</u>	Account Number	<u>Cost</u>
Sewer Fund	590-536.001-981.0100	\$ 707,406.40
Water Fund	591-537.004-981.0100	\$ 1,321,282.40
Major Streets	202-449.001-981.0100	\$ 2,369,166.10
Major Streets (Traffic Control)	202-303.001-981.0100	\$ 355,306.00
Sidewalk SAD	101-444.001-985.7900	\$ 2,282,918.67
General Fund	101-444.003-981.0100	\$ 135,653.25
APS Fund (Parking Meters)	585-305.000-811.0000	<u>\$ 10,000.00</u>
	<u>TOTAL</u>	\$ 7,181,732.82

And further; to approve the appropriation and amendment to the fiscal year 2019-2020 General Fund, Major Street Fund, and Water Fund budgets as follows:

General Fund

Revenues:		
101-000.000-400.0000	Draw from Fund Balance	<u>\$1,023,572</u>
	Total Revenue	<u>\$1,023,572</u>
Expenditures:		
101-444.001-981.0100	Public Improvements – Sidewalks	\$1,387,919
101-444.003-981.0100	Public Improvements – Fiber Optic	135,653
101-999.000-999.0202	Transfers Out – Major Street Fund	(500,000)
101-999.000-999.2030	Transfers Out – Local Street Fund	(500,000)
101-999.000-999.0591	Transfers Out – Water Fund	500,000
	Total Expenditures	\$1,023,572

<u>Major Street Fund</u> Revenues:		
202-000.000-699.0101	Transfer In – General Fund	<u>\$(500,000)</u>
	Total Revenue	<u>\$(500,000)</u>
Expenditures:		
202-303.001-971.0100 202-449.001-981.0100	Machinery & Equip. – Traffic Control Public Improvements – Construction	\$(100,000) (400,000)
	Total Expenditures	<u>\$(500,000)</u>
Local Street Fund Revenues:		
203-000.000-400.0000 203-000.000-699.0101	Draw from Fund Balance Transfer In – General Fund	\$500,000 <u>(500,000)</u>
	Total Revenue	<u>\$ -0-</u>
<u>Water Fund</u> Revenues:		
591-000.000-400.0000 591-000.000-699.0101	Draw from Net Position Transfer In – General Fund	\$161,282 500,000
	Total Revenue	<u>\$661,282</u>
Expenses:		
591-537.004-981.0100	Public Improvements – Water Mains	\$661,282
	Total Expenses	<u>\$661,282</u>



AASHTOWare Project[™] Version 4.1 Revision 035

	Tabulation of Bids		Report v1
Call Number: 039	Contract ID: 63000-132771	Project(s): 20A0201, 20A0241	
Letting Date: February 07, 2020	Region(s): Oakland TSC	Counties: Oakland County	
Contract Time: 09/18/20 COMPLETION DATE			

Contract Description: 0.47 mi of road reconstruction, concrete pavement, curb, gutter and sidewalk, traffic signal upgrades and pavement markings on West Maple Road from Southfield Road to Woodward Avenue and Southfield Road at Maple Road in the city of Birmingham, Oakland County. This is a Local Agency project. ** Comb/Jt. 5773 Ea, K **In addition to the above minimum prequalification requirement for prime contractors this project includes a subclassification of L. If the prime contractor is not prequalified in this subclassification it must use a prequalified subcontractor. This subcontractor must be designated prior to award of the contract to the confirmed low bidder.

List of Vendors

Rank	Vendor ID/Name	Total Bid	Percent Of Low Bid	Percent Of Estimate
0	-EST Engineer's Estimate	\$5,759,052.65	80.19%	100.00%
1	00929 - Angelo lafrate Construction Company	\$7,181,732.82	100.00%	124.70%
2	00550 - V.I.L. Construction, Inc.	\$8,382,372.27	116.72%	145.55%
3	05336 - Major Cement Co.	\$8,816,477.90	122.76%	153.09%
4	01177 - Dan's Excavating, Inc.	\$9,279,508.68	129.21%	161.13%

STP & HSIP

DA

Control Section Job Number Project CFDA No.

Contract No.

STU 63000; HSIP 63000 132771CON; 203421CON 20A0(241)(201) 20.205 (Highway Research Planning & Construction) 19-5643

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BIRMINGHAM, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Birmingham, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 30, 2019, attached hereto and made a part hereof:

PART A – STU 63000; 132771CON; 20A0(241); FEDERAL PARTICIPATION

Concrete pavement roadway reconstruction work along Maple Road from Southfield Road to Woodward Avenue (Highway M-1); including concrete curb and gutter, concrete sidewalk, and traffic signal upgrade work; and all together with necessary related work.

<u>PART B – STU 63000; 132771CON; 20A0(241); NO FEDERAL PARTICIPATION</u> Streetscape improvement and water main installation work within the limits as described in PART A; and all together with necessary related work.

<u>PART C – HSIP 63000; 203421CON; 20A0(201); FEDERAL PARTICIPATION</u> Intersection realignment work along Southfield Road at Maple Road; including traffic signal upgrade work; and all together with necessary related work.

<u>PART D – HSIP 63000; 203421CON; 20A0(201); NO FEDERAL PARTICIPATION</u> Streetscape improvement and irrigation work within the limits as described in PART C; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

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WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM HIGHWAY SAFETY IMPROVEMENT PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

<u>PART A</u>

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$439,792.50, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

<u>PART C</u>

Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) \$265,700.00, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B and PART D

The PART B and PART D portions of the PROJECT COST are not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

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6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that

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remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

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

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF BIRMINGHAM

MICHIGAN DEPARTMENT OF TRANSPORTATION

By	
Title:	

By

Department Director MDOT

By_____ Title:

09/06/90 STPLS.FOR 12/30/19

December 30, 2019

EXHIBIT I

CONTROL SECTION JOB NUMBER PROJECT

STU 63000; HSIP 63000 132771CON; 203421CON 20A0(241)(201)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost

 PART A
 PART B
 PART C
 PART D
 TOTAL

 \$2,871,900.00
 \$3,022,900.00
 \$446,600.00
 \$38,700.00
 \$6,380,100.00

COST PARTICIPATION

\$3,022,900.00 \$446,600.00 \$38,700.00 \$6,380,100 \$\$ -0- \$265,700.00 \$38,700.00 \$6,380,100 \$\$3,022,900.00 \$180,900.00 \$38,700.00 \$5,674,607
\$2,871,900.00 <u>\$ 439,792.50</u> \$2,432,107.50
GRAND TOTAL ESTIMATED COST Less Federal Funds* BALANCE (REQUESTING PARTY'S SHARE)

*Federal Funds for the PART A and PART C portions of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

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TYPE B BUREAU OF HIGHWAYS 03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION ICOMPLIANCE WITH REGULATIONS AND DIRECTIVESSECTION IIPROJECT ADMINISTRATION AND SUPERVISIONSECTION IIIACCOUNTING AND BILLINGSECTION IVMAINTENANCE AND OPERATIONSECTION VSPECIAL PROGRAM AND PROJECT CONDITIONS

DOT

03-15-93

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
- h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
- i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

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SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

F.

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- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

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SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

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The agency shall submit two copies of:

The Reporting Package The Data Collection Form The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education Accounting Service Center Hannah Building 608 Allegan Street Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

- 2. Agreed Unit Prices Work All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
- 3. Force Account Work and Subcontracted Work All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number ______", or "Final Billing".

- 4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
- 5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
- 6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.
- B. Payment of Contracted and DEPARTMENT Costs:
 - 1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

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- 2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.
- C. General Conditions:
 - 1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
 - 2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
 - 3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

- 4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
- 5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

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SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:
 - 1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

- 2. Projects Financed in Part with Federal Monies:
 - a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
 - b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

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- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

7.

APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011

6.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

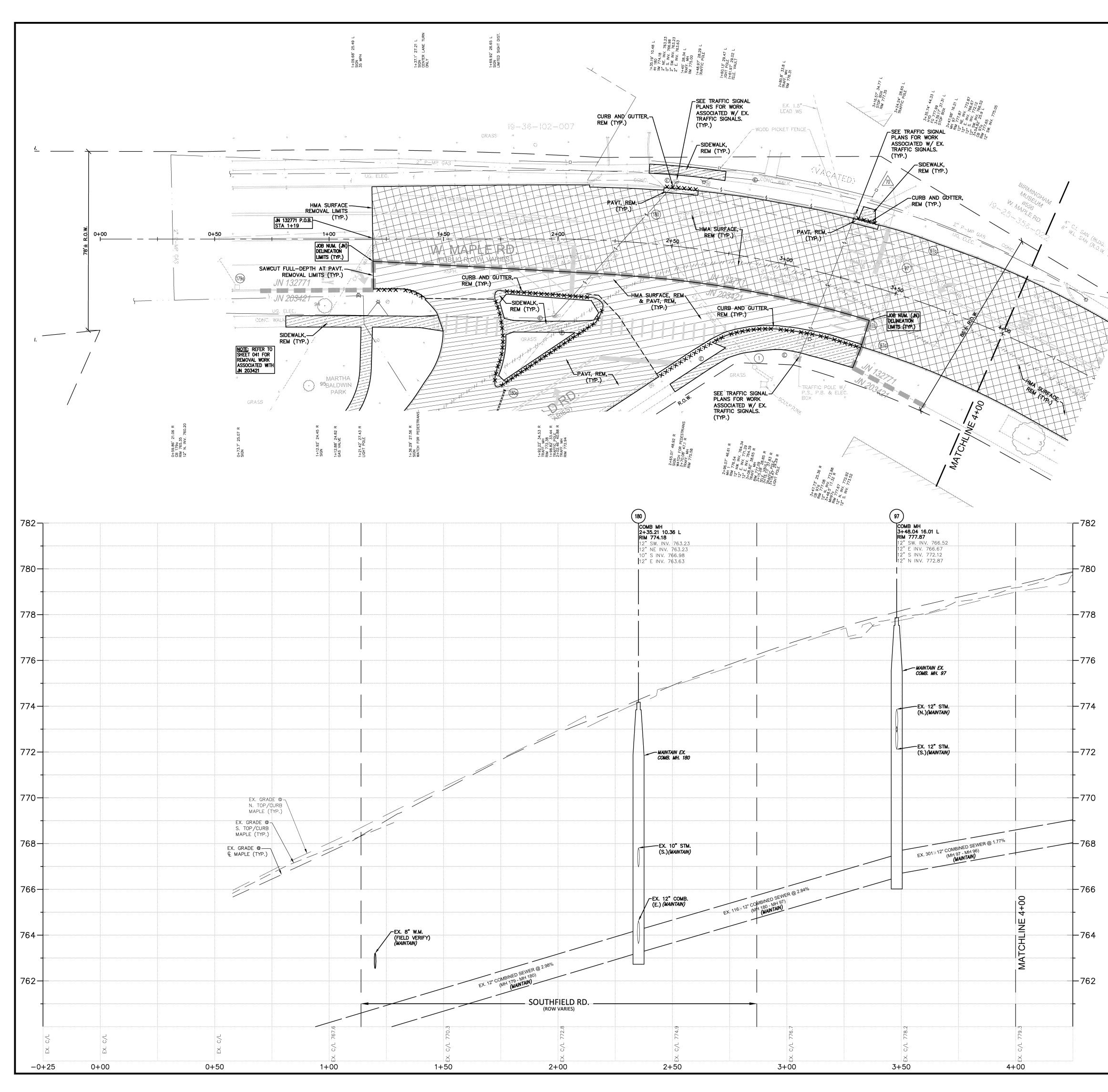
Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

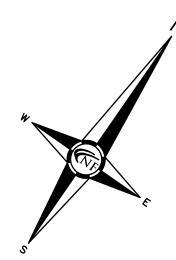
A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

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

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

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







NOWAK & FRAUS Engineers

CIVIL ENGINEERS Land Surveyors Land Planners

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

SEAL

2020

CLIENT

ity of Birmingham

Engineering Department

Birmingham, MI 48012

151 Martin Street

PROJECT LOCATION

Town 2 North,

Range 10 East

W. Maple Rd

Removal Plan

SHEET

Part of the S./N. 1/2 of Section 25/36

City of Birmingham,

P.O.B. to Sta. 4+00

Oakland County, Michigan

ESTIMATED QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITY	UNIT
Pavt, Rem	6	Square Y an
HMA Surface, Rem	1,320	Square Y ar
Sidewalk, Rem	19	Square Yan
Curb and Gutter, Rem	27	Foot

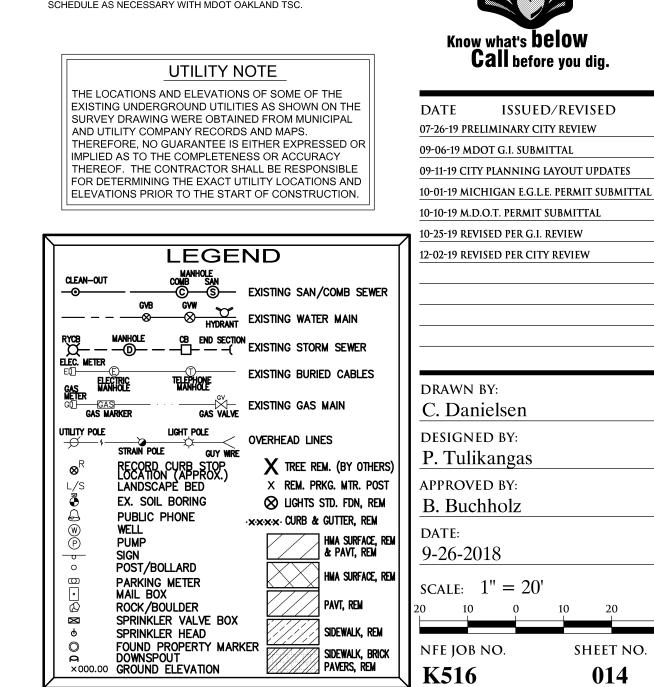
Ex. Tree Information

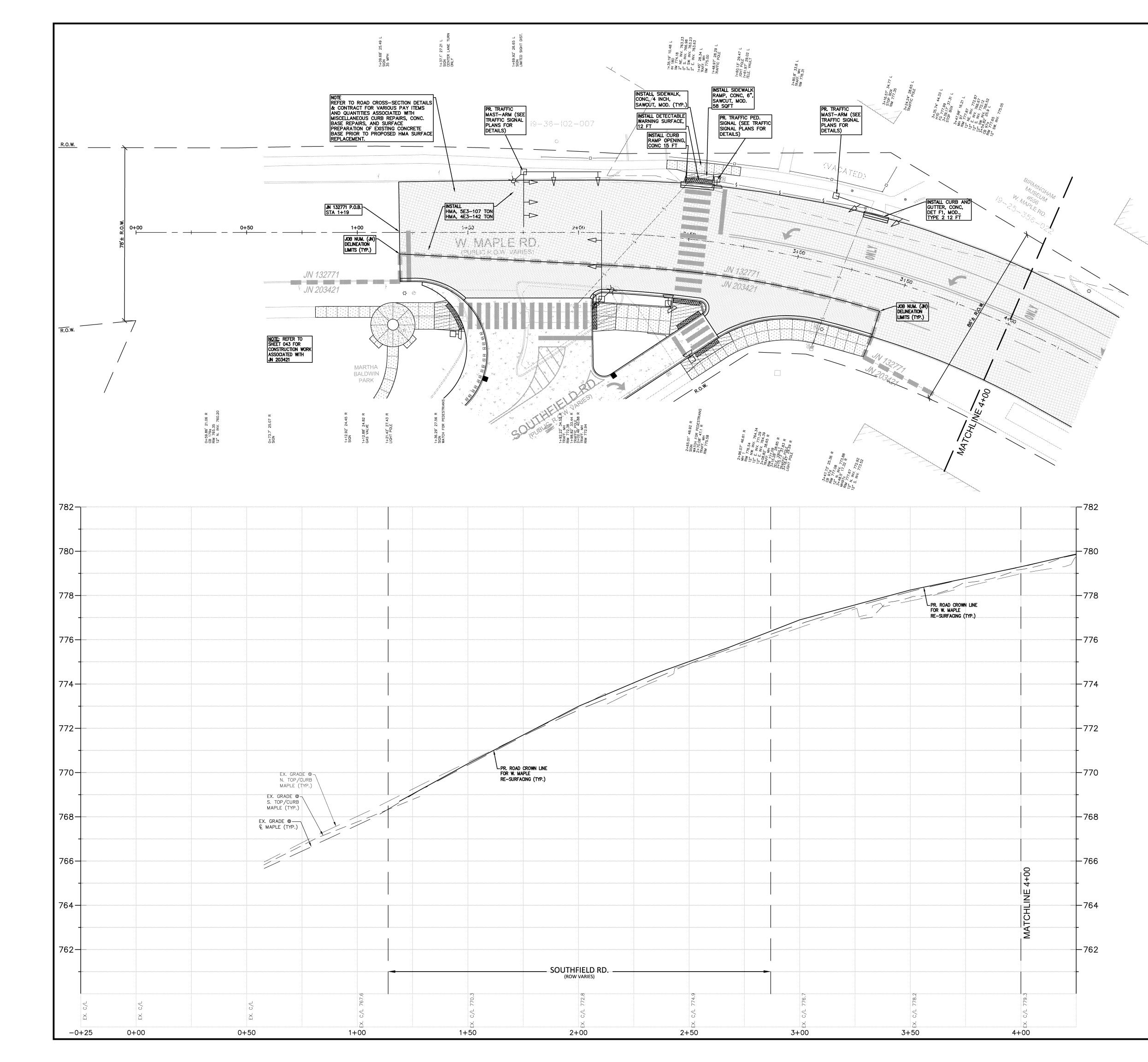
					-	
Tree #	Botanical Name	<u>Common Name</u>	Dia.	<u>Condition</u>	<u>Comments</u>	PROJECT Maria Daad
94	Acer platanoides Crimson King	Crimson King Norway Maple	7	Poor	Major dieback	Maple Road
						Reconstruction Project

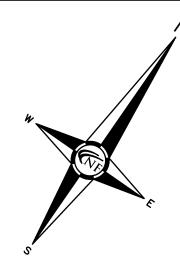
REMOVAL NOTES:

"SIDEWALK, REM".

- 1. PARKING METER HEADS TO BE REMOVED BY CITY DURING APPROPRIATE STAGES AND CONTRACTOR SHALL COORDINATE HIS WORK WITH THE CITYS WORK. AFTER THE CITY HAS REMOVED THE PARKING METER HEADS, THE CONTRACTOR SHALL REMOVE PARKING METER POSTS TO BE INCLUDED IN THE PAY ITEM "STATION GRADING, MODIFIED".
- 2. EX. LIGHT POLE ARMS AND SHAFTS ARE TO BE REMOVED/RELOCATED BY DTE. CONTRACTOR SHALL REMOVE THE EX. LIGHT POLE CONCRETE FOUNDATIONS UNDER PAY ITEM "LIGHT STD FDN, REM". CONTRACTOR SHALL REMOVE SIDEWALK AS NEEDED AND COORDINATE WITH DTE CONTRACTOR TO ALLOW THIS WORK TO OCCUR IMMEDIATELY AFTER REMOVALS.
- 3. SEE TRAFFIC SIGNALIZATION PLAN SHEETS FOR ALL SIGNAL RELATED REMOVALS.
- 4. EXISTING TREE INFORMATION IS PROVIDED FOR REFERENCE PURPOSES ONLY. ALL NECESSARY TREE REMOVALS SHALL BE PERFORMED BY OTHERS, REMOVAL OF TREE STUMPS SHALL BE INCLUDED IN THE PAY ITEM "STATION GRADING, MOD.
- 5. SAWCUTTING FOR FULL-DEPTH REMOVALS SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PAY ITEMS FOR "PAVT, REM" AND
- 6. CONTRACTOR SHALL MAINTAIN EXISTING SIDEWALK ADJACENT TO COMMERCIAL BUILDINGS AS LONG AS POSSIBLE.
- 7. ALL SIGNS WITH GREEN BACKING OR STREET SIGNS ARE TO BE SALVAGED. CONTRACTOR SHALL DISSASSEMBLE SIGNS TO BE SALVAGED AND DISPOSE OF ANY POSTS UNDER PAY ITEM "REMOVE AND SALVAGE EX. SIGNS". SALVAGED SIGNS TO BE STORED ON CITY PROPERTY. CONTRACTOR SHALL REINSTALL SIGNS PER THE PAVEMENT MARKING & PERMANENT SIGNAGE PLANS WHEN APPROPRIATE.
- 8. SEWER PIPE BULKHEADS FOR PIPES LESS THAN OR EQUAL TO 12 INCHES IN DIAMETER ARE TO BE INCLUDED IN THE PAY ITEM "SEWER, ABANDON, LESS THAN 24 INCH". SEWER STRUCTURE BULKHEADS AT EXISTING STRUCTURES TO REMAIN SHALL BE PAID FOR USING APPLICABLE PAY ITEMS (SEE WATER & SEWER PLAN SHEETS FOR DETAILS AND QUANTITIES)
- 9. NECESSARY LANE CLOSURES REQUIRED ON WOODWARD AVE. DURING WORK IN INTERSECTION MUST BE PERFORMED IN ACCORDANCE WITH DETOUR PLANS AND APPROVED M.D.O.T. PERMIT. COORDINATE WORK SCHEDULE AS NECESSARY WITH MDOT OAKLAND TSC.









CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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

SEAL

PROJECT

Maple Road **Reconstruction Project** 2020

CLIENT

<u>City of Birmingham</u> A Walkable Community

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

Part of the S./N. 1/2 of Section 25/36 Town 2 North, Range 10 East City of Birmingham, Oakland County, Michigan

SHEET W. Maple Rd P.O.B. to Sta. 4+00 **Construction Plan**



DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTAL 10-25-19 REVISED PER G.I. REVIEW 12-02-19 REVISED PER CITY REVIEW 12-18-19 REVISED PER MDOT

DRAWN BY:			
G. Viju			
DESIGNED BY:			
P. Tulikangas			
APPROVED BY:			
B. Buchholz			
DATE:			
9-26-2018			
Scale: $1'' = 20'$			
20 10 0	10	20	3
	-		0
NFE JOB NO.	5	HEET N	O.
K516		015	

ESTIMATED QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITY	UNIT
Station Grading, Modified	3	Sta
HMA 5E3	107	Ton
HMA 4E3	142	Ton
Aggregate Base, 8 inch	5	Square Yard
Sidewalk, Ramp, Conc, 6 inch, Modified	58	Square Foot
Sidewalk, Conc, 4 inch, Sawcut, Modified	150	Square Foot
Detectable Warning Surface, Cast Iron	12	Foot
Curb Ramp Opening, Conc	15	Foot
Curb and Gutter, Conc, Det F1, Modified, Type 2	12	Foot

CLEAN-OUT

ELEC. METER

UTILITY POLE

GAS

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A

(W)

-0 0

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ELECTRIC

GAS MARKER

UTILITY NOTE

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

LEGEND

RYCB ______ MANHOLE _____ CB END SECTION EXISTING STORM SEWER

TELEPHONE

RECORD CURB STOP LOCATION (APPROX.) LANDSCAPE BED

PARKING METER MAIL BOX ROCK/BOULDER SPRINKLER VALVE BOX SPRINKLER HEAD

EX. SOIL BORING

PUBLIC PHONE

SIGN POST/BOLLARD

○ FOUND PROPERTY MARKER ○ DOWNSPOUT ×000.00 GROUND ELEVATION

WELL

PUMP

UTILITY POLE LIGHT POLE OVERHEAD LINES

GVB GVW WIDRANT EXISTING WATER MAIN

GAS VALVE EXISTING GAS MAIN

EXISTING SAN/COMB SEWER

EXISTING BURIED CABLES

EX. PAVERS

CURB AND GUTTER

9" 7" CONC PAVT, NONREINF, MOD. (W/ INT. CURB)

SIDEWALK / RAMP, CONC, MOD.

PR. FULL-DEPTH

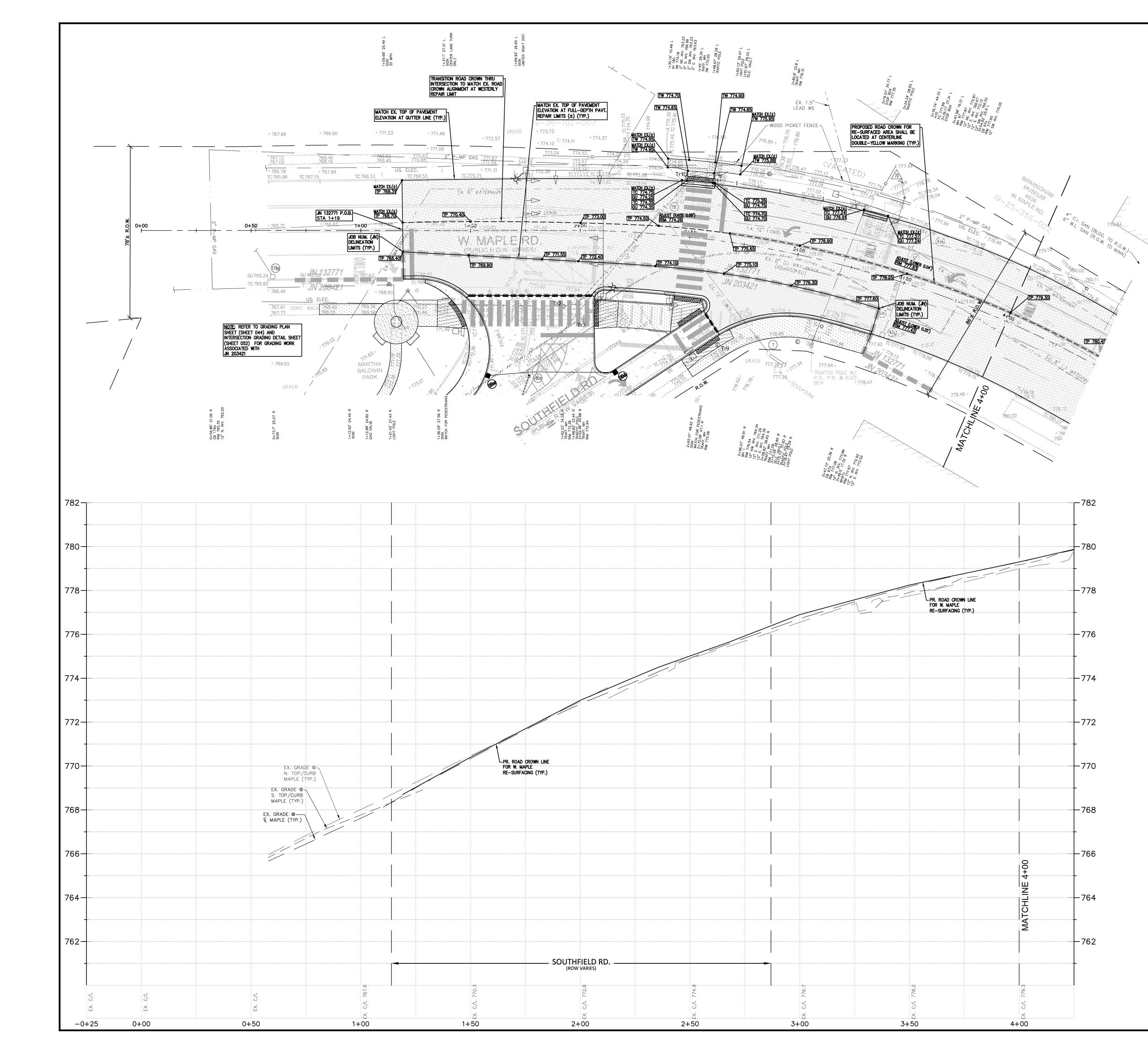
PR. PARTIAL-DEPTH

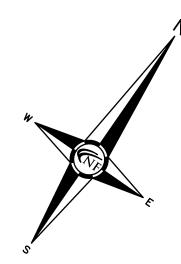
SIDEWALK, CONC, 4", SAWCUT, MOD.

SIDEWALK, CONC, 4" EXPOSED AGG, MOD.

HMA 4E3/5E3

HMA 4E3/5E3







CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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

SEAL

PROJECT

Maple Road **Reconstruction Project** 2020

CLIENT

<u>City of Birmingham</u>

Engineering Department 51 Martin Street irmingham, MI 48012

PROJECT LOCATION Part of the S./N. 1/2 of Section 25/36 Town 2 North Range 10 East City of Birmingham, Oakland County, Michigan

SHEET W. Maple Rd P.O.B. to Sta. 4+00 Grading Plan & Road Profile



Know what's **below Call** before you dig.

DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTAL 10-25-19 REVISED PER G.I. REVIEW 12-02-19 REVISED PER CITY REVIEW DRAWN BY: G. Viju **DESIGNED BY:** P. Tulikangas APPROVED BY: EX. SOIL BORING TC 700.00 PR. TOP OF CURB ELEV. B. Buchholz DATE: 9-26-2018 Scale: 1'' = 20'SHEET NO. NFE JOB NO. K516 016

DRY UTILITY STRUCTURE ADJUSTMENT SCHEDULE*

*CONTRACTOR SHALL COORDINATE ALL REQUIRED ADJUSTMENT W/ APPLICABLE UTILITY SERVICE PROVIDERS TO OCCUR PRIOR TO PAVING WORK. ADJUSTMENTS SHALL BE PERFORMED BY UTILITY SERVICE PROVIDERS.

NO.	STATION	OFFSET	EX. RIM ELEV.	PR. RIM ELEV.	PR. ADJ. REQ.
Tr1	STA. 3+45	28.34' LEFT	775.00	N/A** N/A**	
Tr2	STA. 1+92.22	34.53' RIGHT	772.38	N/A**	
Tr3	STA. 2+02.46	40.88' RIGHT	772.94	772.35	-0.59(LOWER)
**E>	KISTING STRUCTU	RE PLANNED FOR	REMOVAL A	S PART OF TRAFFIC	SIGNAL IMPROVEMENTS

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

FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

LEGEND

GVB GVW CHARTER MAIN

GAS VALVE EXISTING GAS MAIN

MANHOLE _____CB_END SECTION EXISTING STORM SEWER

LIGHT POLE OVERHEAD LINES

TELEPHONE MANHOI F

RECORD CURB STOP LOCATION (APPROX.) LANDSCAPE BED

POBLIC PHONE GU7 WELL GU7 PUMP TW7 SIGN TW7 POST/BOLLARD TP7 PARKING METER MAIL BOX RIMT ROCK/BOULDER SPRINKLER VALVE BOX SPRINKLER HEAD

© FOUND PROPERTY MARKER © DOWNSPOUT ×000.00 GROUND ELEVATION

PUBLIC PHONE

EXISTING SAN/COMB SEWER

EXISTING BURIED CABLES

GU 700.00 PR. GUTTER ELEVATION

TW 700.00 PR. TOP OF WALK ELEV.

TP 700.00 PR. TOP OF PVMT. ELEV.

RIM 700.00 PR. RIM ELEV.

CLEAN-OUT

ELEC. METER

UTILITY POLE

-Ø---1-

METE

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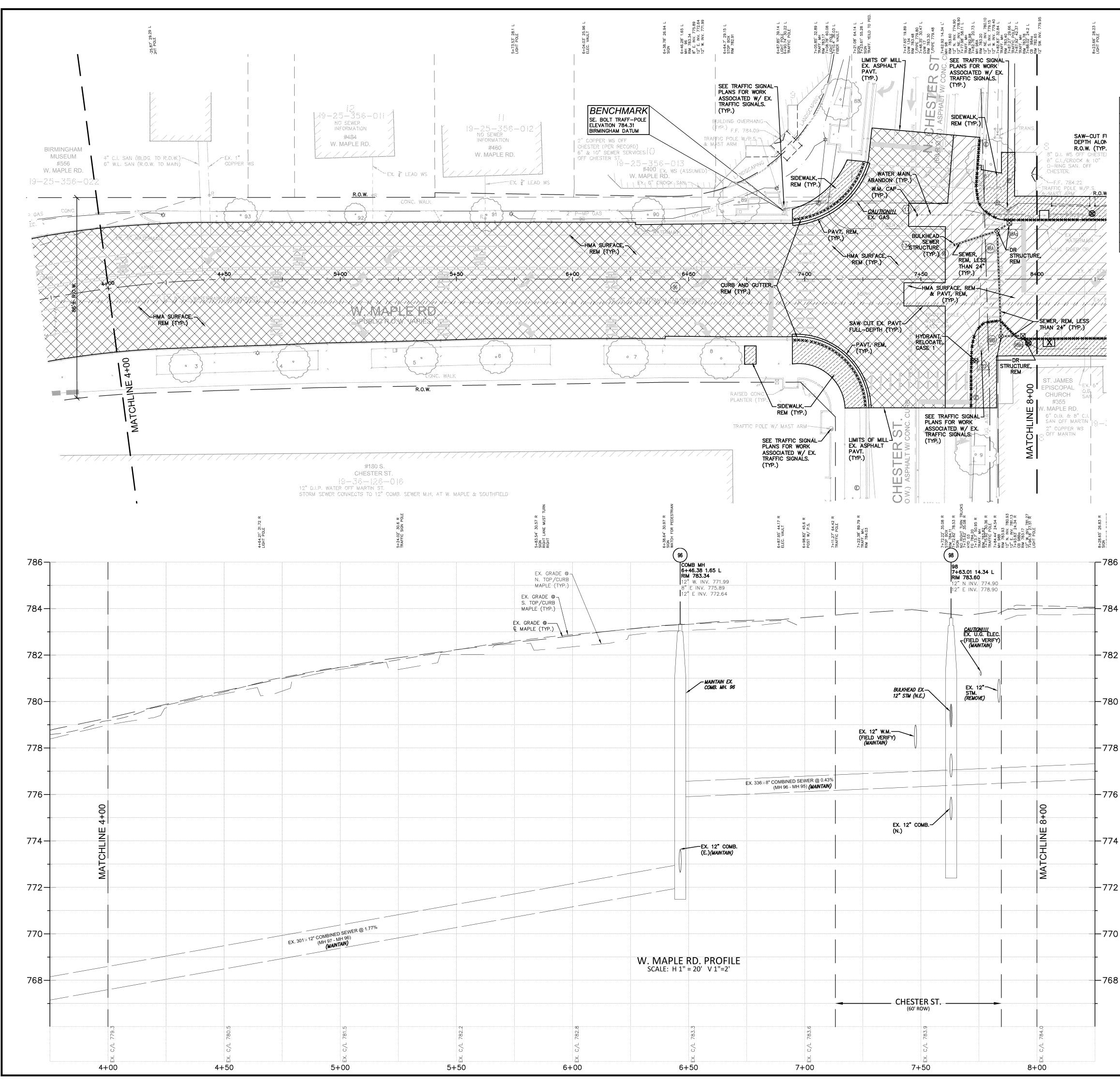
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ELECTRIC

GAS GAS MARKER





	<u>Tree #</u>	Botanical Name	<u>Common Name</u>	<u>Dia.</u>	<u>Condition</u>	<u>Comments</u>	
	3	Gleditisia triacanthos	Honeylocust	12	Good		N
	4	Gleditisia triacanthos	Honeylocust	11	Good		
T FI ALON	5	Gleditisia triacanthos	Honeylocust	11	Good		
IYP.	6	Gleditisia triacanthos	Honeylocust	12	Good	(Minor seam on trunk)	
STEI 2	7	Gleditisia triacanthos	Honeylocust	15	Good		
	8	Gleditisia triacanthos	Honeylocust	13	Good	(Minor seam on trunk)	
	9	Gleditisia triacanthos	Honeylocust	14	Good		
.0.W	87	Gleditisia triacanthos	Honeylocust	21	Good		NOV
	88	Gleditisia triacanthos	Honeylocust	16	Good		4
	89	Gleditisia triacanthos	Honeylocust	15	Good		P0
××	90	Gleditisia triacanthos	Honeylocust	11	Poor	Trunkmechanical damage from vehicle, cankers	
	91	Gleditisia triacanthos	Honeylocust	15	Good		
*/	92	Gleditisia triacanthos	Honeylocust	13	Good		
/	93	Gleditisia triacanthos	Honeylocust	18	Good		1

CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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

SEAL

ESTIMATED QUANTITIES THIS SH	EET	
DESCRIPTION	QUANTITY	UNIT
Pavt, Rem	355	Square Yard
HMA Surface, Rem	2,677	Square Yard
Sidewalk, Rem	190	Square Yard
Curb and Gutter, Rem	212	Foot
Sewer, Rem, Less than 24 inch	80	Foot
Dr Structure, Rem	4	Each
Hydrant, Relocate, Case 1	1	Each

REMOVAL NOTES:

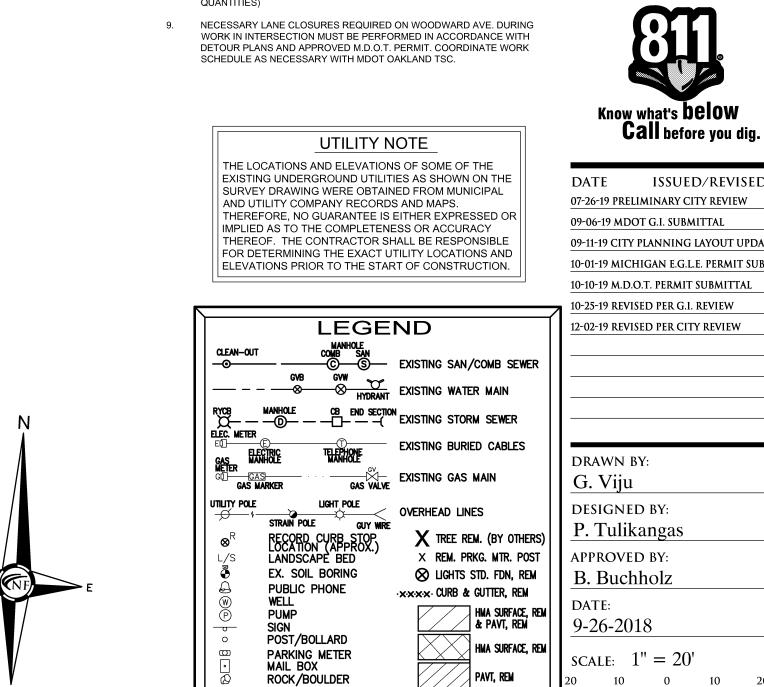
"SIDEWALK, REM".

 \boxtimes

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-768

- 1. PARKING METER HEADS TO BE REMOVED BY CITY DURING APPROPRIATE STAGES AND CONTRACTOR SHALL COORDINATE HIS WORK WITH THE CITYS WORK. AFTER THE CITY HAS REMOVED THE PARKING METER HEADS, THE CONTRACTOR SHALL REMOVE PARKING METER POSTS TO BE INCLUDED IN THE PAY ITEM "STATION GRADING, MODIFIED".
- 2. EX. LIGHT POLE ARMS AND SHAFTS ARE TO BE REMOVED/RELOCATED BY DTE. CONTRACTOR SHALL REMOVE THE EX. LIGHT POLE CONCRETE FOUNDATIONS UNDER PAY ITEM "LIGHT STD FDN, REM". CONTRACTOR SHALL REMOVE SIDEWALK AS NEEDED AND COORDINATE WITH DTE CONTRACTOR TO ALLOW THIS WORK TO OCCUR IMMEDIATELY AFTER REMOVALS.
- SEE TRAFFIC SIGNALIZATION PLAN SHEETS FOR ALL SIGNAL RELATED 3. REMOVALS.
- 4. EXISTING TREE INFORMATION IS PROVIDED FOR REFERENCE PURPOSES ONLY. ALL NECESSARY TREE REMOVALS SHALL BE PERFORMED BY OTHERS, REMOVAL OF TREE STUMPS SHALL BE INCLUDED IN THE PAY ITEM "STATION GRADING, MOD.
- 5. SAWCUTTING FOR FULL-DEPTH REMOVALS SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PAY ITEMS FOR "PAVT, REM" AND
- 6. CONTRACTOR SHALL MAINTAIN EXISTING SIDEWALK ADJACENT TO COMMERCIAL BUILDINGS AS LONG AS POSSIBLE.
- 7. ALL SIGNS WITH GREEN BACKING OR STREET SIGNS ARE TO BE SALVAGED. CONTRACTOR SHALL DISSASSEMBLE SIGNS TO BE SALVAGED AND DISPOSE OF ANY POSTS UNDER PAY ITEM "REMOVE AND SALVAGE EX. SIGNS". SALVAGED SIGNS TO BE STORED ON CITY PROPERTY. CONTRACTOR SHALL REINSTALL SIGNS PER THE PAVEMENT MARKING & PERMANENT SIGNAGE PLANS WHEN APPROPRIATE.
- 8. SEWER PIPE BULKHEADS FOR PIPES LESS THAN OR EQUAL TO 12 INCHES Removal Plan IN DIAMETER ARE TO BE INCLUDED IN THE PAY ITEM "SEWER, ABANDON, LESS THAN 24 INCH". SEWER STRUCTURE BULKHEADS AT EXISTING STRUCTURES TO REMAIN SHALL BE PAID FOR USING APPLICABLE PAY ITEMS (SEE WATER & SEWER PLAN SHEETS FOR DETAILS AND QUANTITIES)



SPRINKLER VALVE BOX

SPRINKLER HEAD FOUND PROPERTY MARKER DOWNSPOUT ×000.00 GROUND ELEVATION SIDEWALK, REM

SIDEWALK, BRICK PAVERS, REM

NFE JOB NO

K516

SHEET NO.

017

PROJECT

Maple Road Reconstruction Project 2020



Engineering Department 151 Martin Street Birmingham, MI 48012

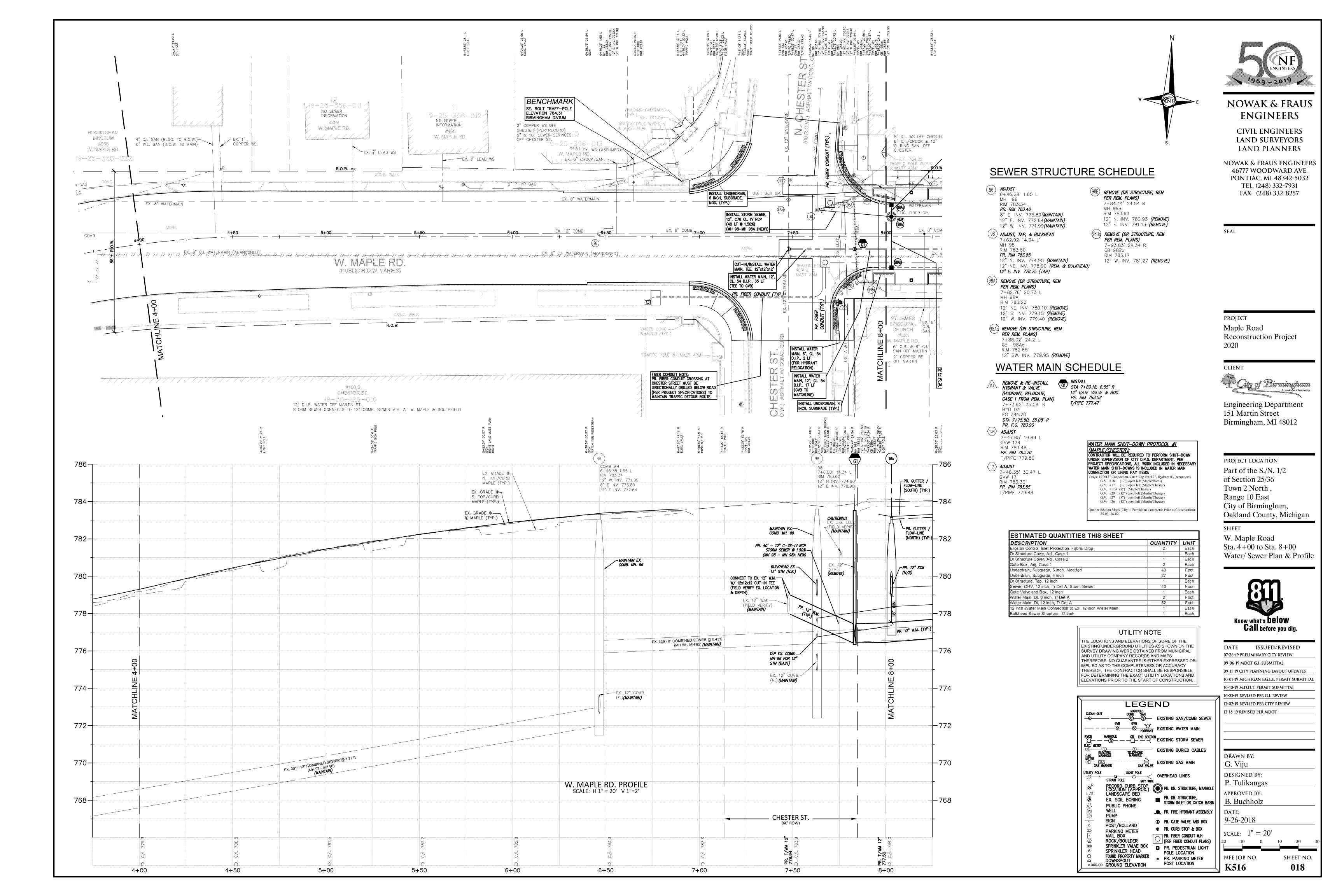
PROJECT LOCATION

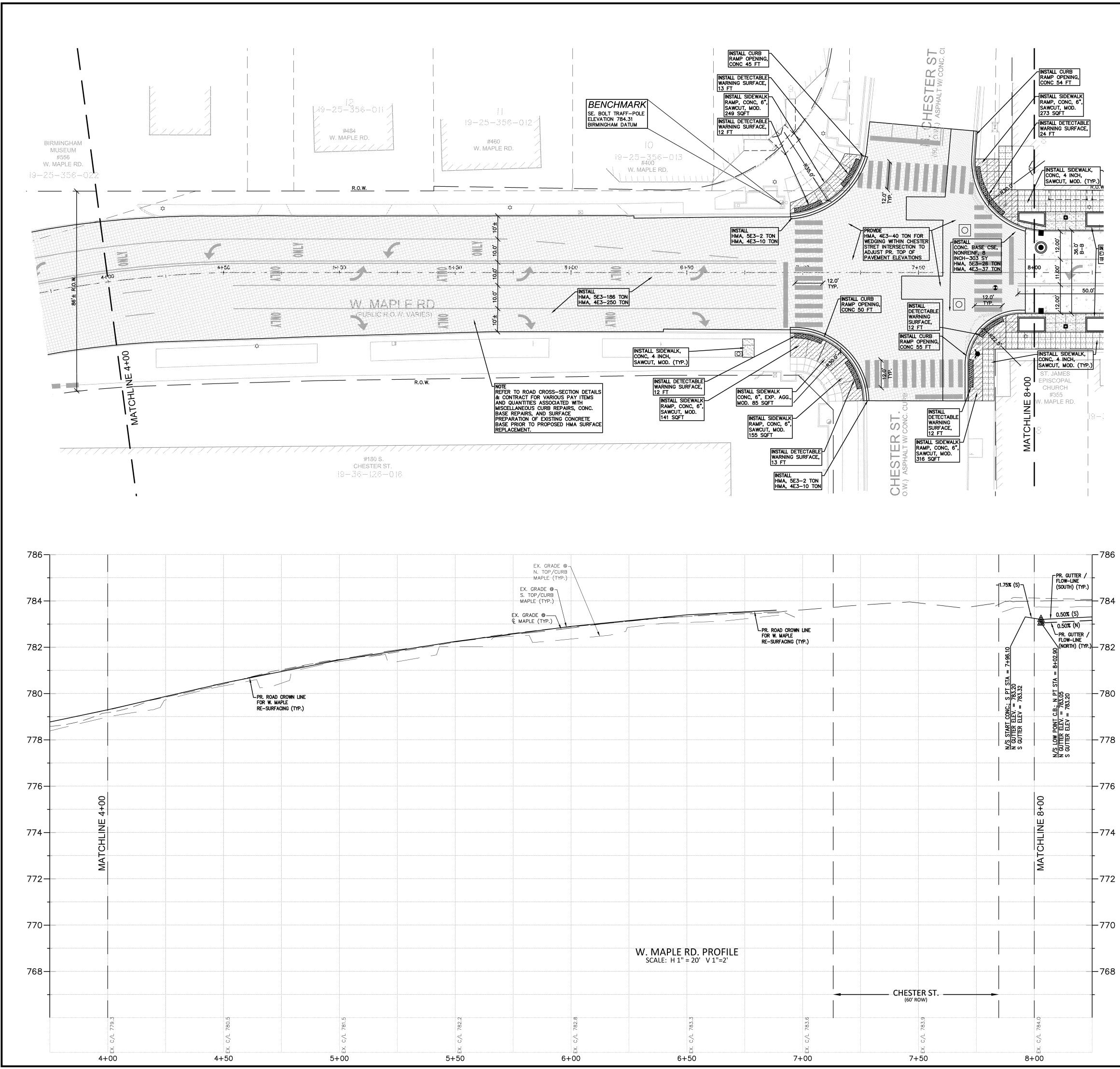
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SHEET W. Maple Road Sta. 4+00 to Sta. 8+00



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CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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

SEAL

PROJECT

Maple Road **Reconstruction Project** 2020

CLIENT

<u> Zity of Birmingham</u> A Walkable Community

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

Part of the S./N. 1/2 of Section 25/36 Town 2 North, Range 10 East City of Birmingham, Oakland County, Michigan

SHEET W. Maple Road Sta. 4+00 to Sta. 8+00 **Construction Plan**



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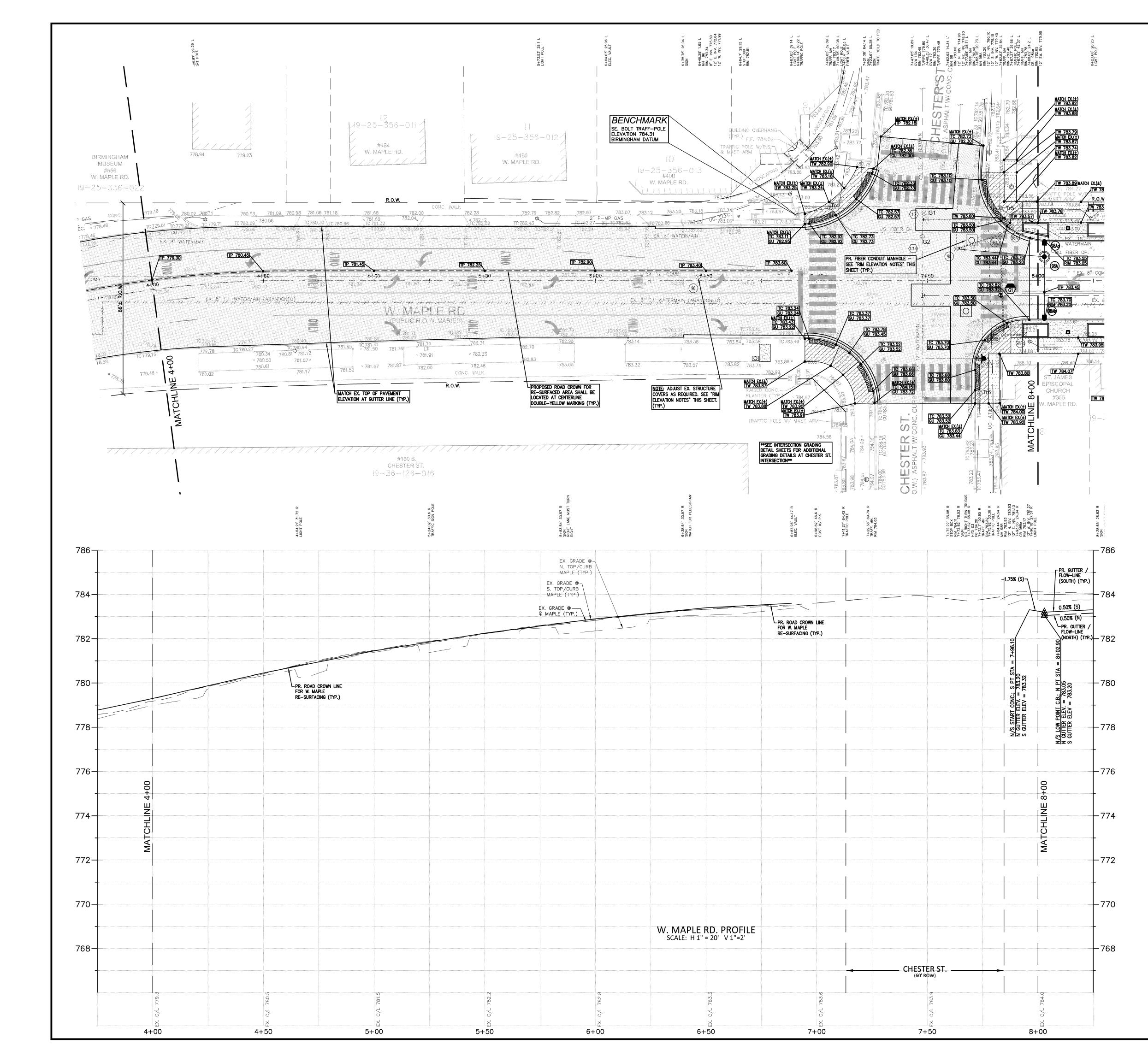
		20	5
SCALE: $1'' = 20'$	10	20	3
DATE: 9-26-2018			
APPROVED BY: B. Buchholz			
DESIGNED BY: P. Tulikangas			
drawn by: G. Viju			

ESTIMATED QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITY	UNIT
Station Grading, Modified	4	Sta
HMA 5E3	216	Ton
HMA 4E3	347	Ton
Aggregate Base, 8 inch	50	Square Y ard
Conc Pavt, Nonreinf, 9 inch, Modified	15	Square Yard
Sidewalk, Ramp, Conc, 6 inch, Modified	1,134	Square Foot
Sidewalk, Conc, 4 inch, Sawcut, Modified	376	Square Foot
Sidewalk, Conc, 6 inch, Exposed Agg, Modified	85	Square Foot
Sidewalk, Conc, 4 inch, Exposed Agg, Modified	66	Square Foot
Detectable Warning Surface, Cast Iron	98	Faot
Curb Ramp Opening, Conc	204	Foot
Curb, Conc, Exposed Agg, 6 inch, Tree Planters	72	Foot
Concrete Base Cse, Nonreinf. 8 inch	303	Square Yard

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

RYCB	MANHOLE CB END SECTION	EXISTING STORM SEWER
		EXISTING BURIED CABLES
GAS MAN Meter Cû <u> </u>	S	EXISTING GAS MAIN
UTILITY POLE	LIGHT POLE	OVERHEAD LINES
⊗ ^R L∕S	RECORD CURB STOP LOCATION (APPROX.) LANDSCAPE BED	EX. PAVERS
Š	EX. SOIL BORING PUBLIC PHONE	CURB AND GUTTER, CONC, DET F1 PR. FUL-DEPTH
G ⊗ P	Well Pump Sign	HMA 4E3/5E3 PR. PARTIAL-DEPTH HMA 4E3/5E3
0	POST/BOLLARD PARKING METER	9" 7" CONC PAVT, NONREINF, MOD. (W/ INT. CURB)
	MAIL BOX ROCK/BOULDER SPRINKLER VALVE BOX	SIDEWALK / RAMP, CONC, MOD.
6 0	SPRINKLER HEAD FOUND PROPERTY MARKER	Sidewalk, Conc, 4", Sawcut, Mod.
А ×000.00	DOWNSPOUT GROUND ELEVATION	SIDEWALK, CONC, 4" EXPOSED AGG, MOD.

-784



DRY UTILITY STRUCTURE

ADJUSTMENT SCHEDULE* *CONTRACTOR SHALL COORDINATE ALL REQUIRED ADJUSTMENT W/ APPLICABLE UTILITY SERVICE PROVIDERS TO OCCUR PRIOR TO PAVING WORK. ADJUSTMENTS SHALL BE PERFORMED BY UTILITY SERVICE PROVIDERS.

NO.	STATION	OFFSET	EX. RIM ELEV.	PR. RIM ELEV.	PR. ADJ. REQ.
Tr5	STA. 7+05.85	32.89' LEFT	783.17	783.06	-0.11(LOWER)
	STA. 7+82.83	32.84' LEFT	783.40	783.63	+0.23(RAISE)
	STA. 7+73.70	50.95' RIGHT	783.82	783.64	-0.18(LOWER)

RIM ELEVATION NOTES

- .. EXISTING WATER AND SEWER UTILITY STRUCTURES THAT SHALL REMAIN IN SERVICE SHALL HAVE RIM ELEVATIONS ADJUSTED IN ACCORDANCE WITH PROPOSED RIM
- ELEVATIONS INDICATED ON ASSOCIATED WATER & SEWER PLAN SHEETS.
 PROPOSED DRY UTILITY STRUCTURE RIM ELEVATIONS FOR FIBER CONDUIT MANHOLES, TRAFFIC SIGNAL STRUCTURES, ETC., SHALL BE ESTABLISHED DURING CONSTRUCTION LAYOUT OF PROJECT.

7969 - 2019

NOWAK & FRAUS Engineers

CIVIL ENGINEERS Land Surveyors Land Planners

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SEAL

PROJECT

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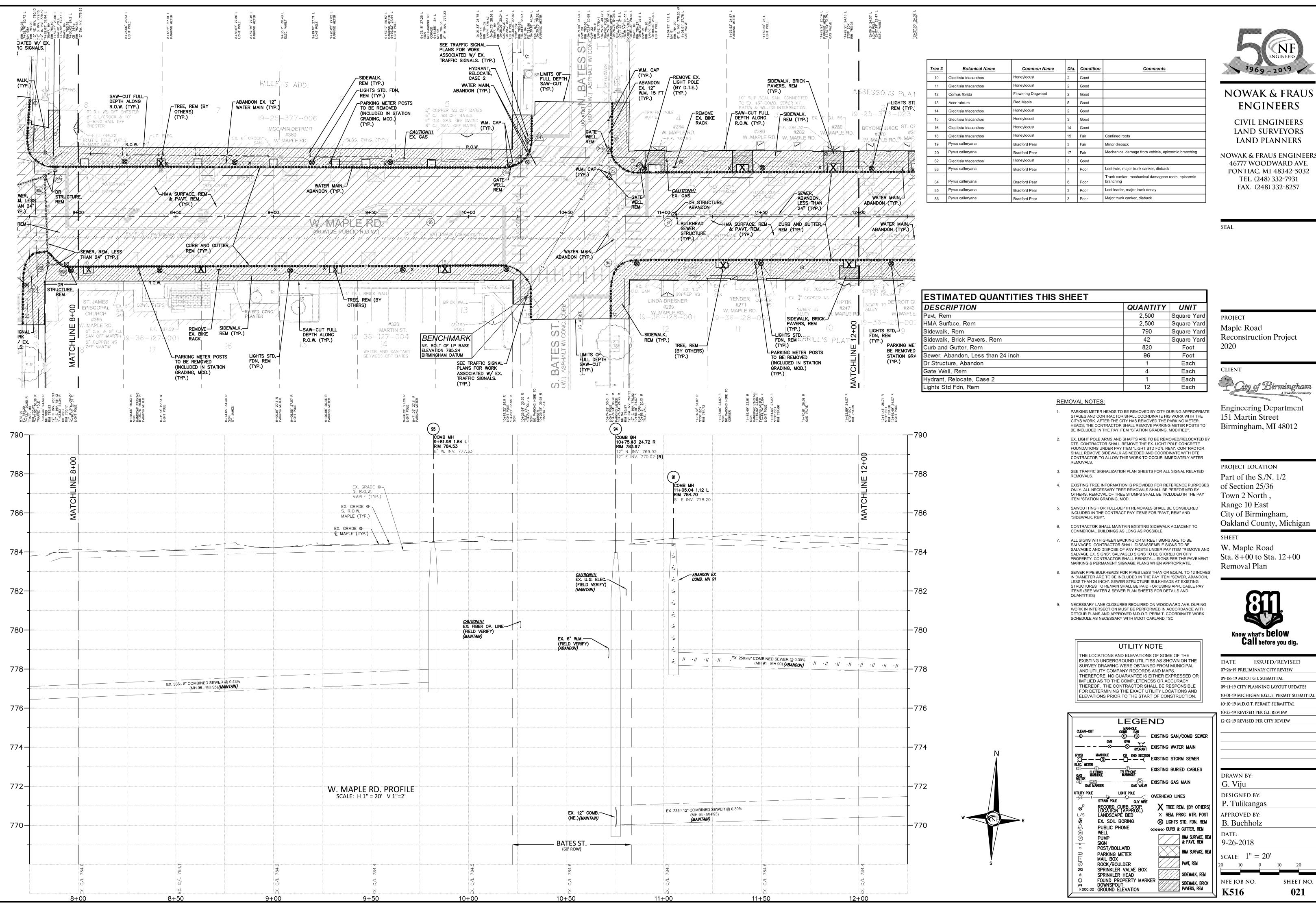


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	LEGEND	
CLEAN-OUT	COMB SAN COMB SAN COMB SEWER GVB GVW STA	
	$- \longrightarrow \otimes \longrightarrow \otimes \longrightarrow \otimes $	
RYCB	MANHOLECB_ END SECTION 	
ELEC. METER	E EXISTING BURIED CABLES	
GŪ <u>GAS</u> GŪ <u>G</u> AS M		
	UGHT POLE STRAIN POLE OVERHEAD LINES GUY WRE	
⊗ ^R L∕S	RECORD CURB STOP LOCATION (APPROX.) LANDSCAPE BED	
Š	EX. SOIL BORING TC 700.00 PR. TOP OF CURB ELEV.	
	PUBLIC PHONE GU 700.00 PR. GUTTER ELEVATION	
() () () () () () () () () () () () () (PUMP TW 700.00 PR. TOP OF WALK ELEV.	
o CD	POST/BOLLARD PARKING METER TP 700.00 PR. TOP OF PVMT. ELEV.	
	MAIL BOX ROCK/BOULDER	
6 2	SPRINKLER VALVE BOX SPRINKLER HEAD	
© A ×000.00	FOUND PROPERTY MARKER DOWNSPOUT GROUND ELEVATION	

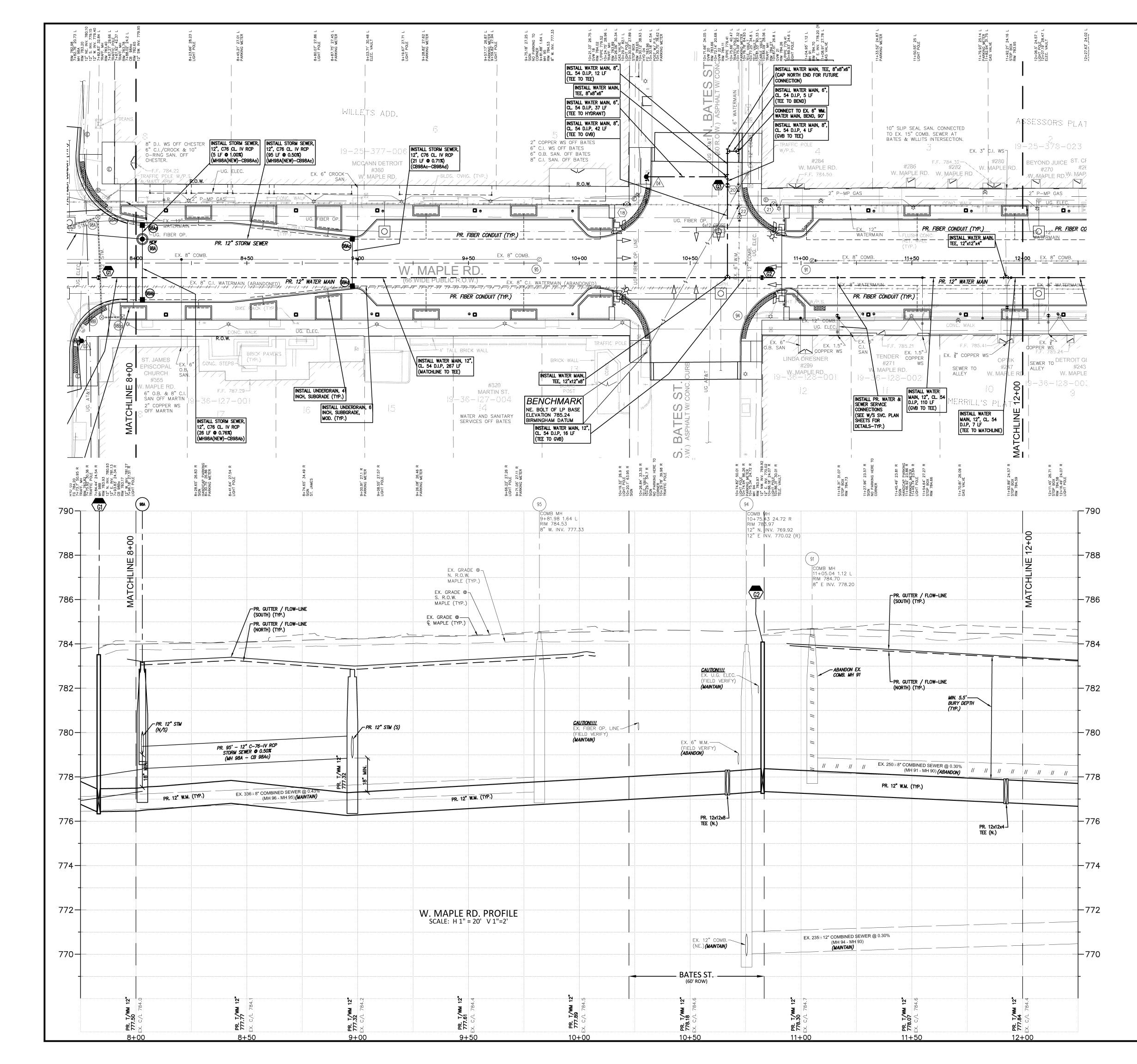




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ESTIMATED QUANTITIES THIS SHEET				
DESCRIPTION	QUANTITY	UNIT		
Pavt, Rem	2,500	Square Yard		
HMA Surface, Rem	2,500	Square Yard		
Sidewalk, Rem	790	Square Yard		
Sidewalk, Brick Pavers, Rem	42	Square Yard		
Curb and Gutter, Rem	820	Foot		
Sewer, Abandon, Less than 24 inch	96	Foot		
Dr Structure, Abandon	1	Each		
Gate Well, Rem	4	Each		
Hydrant, Relocate, Case 2	1	Each		
Lights Std Fdn, Rem	12	Each		



SEWER STRUCTURE SCHEDULE

- 91) ABANDON (DR STRUCTURE, ABANDON PER REM. PLANS) 11+04.95' 1.12 L MH 91 RIM 784.70 8" E. INV. 778.20 (R) **(ABANDON)**
- (94) **ADJUST** 10+75.34' 24.72 R MH 94 RIM 783.97 PR. RIM 784.25 12" NW. INV. 769.92(MAINTAIN)
- 12" E. INV. 770.02(MAINTAIN) (95) **ADJUST** 9+81.88'1.64 L MH 95 RIM 784.53
- PR. RIM 783.58 8" W. INV. 777.33 **(maintain)**
- 98A) INSTALL NEW PR. STA 8+02.90' 10.81' L 4' DIA. STORM MH W/ 2' SUMP PR. RIM 783.15 PR. 12" W. INV. 777.35 (TRAP) PR. 12" E. INV. 778.37
- PR. 12" N. INV. 779.00 PR. 12" S. INV. 779.00 (98A) INSTALL PR. STA 8+02.90' 15.95' L 2' DIA. STORM INLET
- PR. RIM 783.05 PR. 12" S. INV. 779.05 (98Ab) INSTALL
- PR. STA 8+02.90' 15.46' R 2' DIA. STORM INLET PR. RIM 783.20 PR. 12" N. INV. 779.20
- 98AC INSTALL PR. STA 8+97.61' 10.81' L 4' DIA. STORM CB W/ 2' SUMP PR. RIM 782.85 PR. 12" S. INV. 778.85 PR. 12" W. INV. 778.85
- (98A) INSTALL PR. STA 8+97.61' 10.31' R 2' DIA. STORM INLET PR. RIM 783.00 PR. 12" N. INV. 779.00

(C2) INSTALL STA 10+82.42, 6.55' R

PR. RIM 784.16

PR. T/PIPE 778.38

G3 INSTALL STA 10+66.83, 35.02' L

PR. RIM 783.93

PR. T/PIPE 778.43

12" GATE VALVE & BOX

8" GATE VALVE & BOX

WATER MAIN SCHEDULE

REMOVE & RE-INSTALL HYDRANT & VALVE (CONNECT TO PR. BATES. ST. W.M.) (HYDRANT, RELOCATE, CASE 2 FROM REM. PLAN) 10+30.12' 38.93 L

- HYD 04 FG 783.96 STA 10.30.12, 38.93' L PR. F.G. 784.10 18 REMOVE EX. WELL & ABANDON VALVE (GATE WELL, REM PER REM. PLAN) 10+21.33'26.75 L
- RIM 784.02 T/PIPE 779.52 REMOVE EX. WELL & ABANDON VALVE (GATE WELL, REM PER REM. PLAN) 10+87.51[°] 26.8 L GVW 21

GVW 18

- RIM 784.26 T/PIPE 779.41 20 REMOVE EX. WELL & ABANDON VALVE (GATE WELL, REM PER REM. PLAN) 10+71.66[°] 34.05 L GVW 20 RIM 783.66
- > Remove ex. Well & ABANDON VALVE (GATE WELL, REM PER REM. PLAN) 10+72.14[°] 20.68 L GVW 22 RIM 784.11 T/PIPE 779.41
- WATER MAIN SHUT-DOWN PROTOCOL #2 (MAPLE/BATES): Contractor will be required to perform shut-down under SUPERVISION OF CITY D.P.S. DEPARTMENT. PER PROJECT SPECIFICATIONS, ALL WORK INCLUDED IN NECESSARY WATER MAIN
 - SHUT-DOWNS IS INCLUDED IN WATER MAIN CONNECTION OR LINING PAY ITEMS: Tasks: 90-degree connection to ex. 6" (north side of Bates) G.V. #59 (6") open left (Bates/Willits) G.V. #20 (6") open left (Maple/Bates)
 - G.V. #22 (6") open left (Maple/Bates) G.V. #18 (12") open left (Maple/Bate G.V. #21 (12") open left (Maple/Bates) Back-up valves #53, 56 (53 (1") open left at Chester/Willits (56 12") open left at Bates/Willits uarter Section Maps (City to Provide to Contractor Prior to Construction

25-03 **ESTIMATED QUANTITIES THIS SHEET**

DESCRIPTION	QUANTITY	UNIT
Erosion Control, Inlet Protection, Fabric Drop	4	Each
Dr Structure Cover, Adj, Case 2	2	Each
Underdrain, Subgrade, 6 inch, Modified	580	Foot
Underdrain, Subgrade, 4 inch	350	Foat
Dr. Structure, 24 inch Dia, Storm Inlet	3	Each
Dr Structure, 48 inch Dia, Storm Catch Basin	1	Each
Dr Structure, 48 inch Dia, Storm Manhole w/ 2 foot Sump	1	Each
Sewer, CI-IV, 12 inch, Tr Det A, Storm Sewer	147	Foot
Gate Valve and Box, 8 inch	1	Each
Gate Valve and Box, 12 inch	1	Each
Water Main, DI, 6 inch, Tr Det A	42	Foot
Water Main, DI, 8 inch, Tr Det A	58	Foot
Water Main, DI, 12 inch, Tr Det A	400	Foot
6 inch Water Main Connection to Ex. 6 inch Water Main	1	Each

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POST LOCATION



NOWAK & FRAUS ENGINEERS

CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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SEAL

PROJECT Maple Road **Reconstruction Project** 2020

CLIENT

[®]City of Birmingham

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

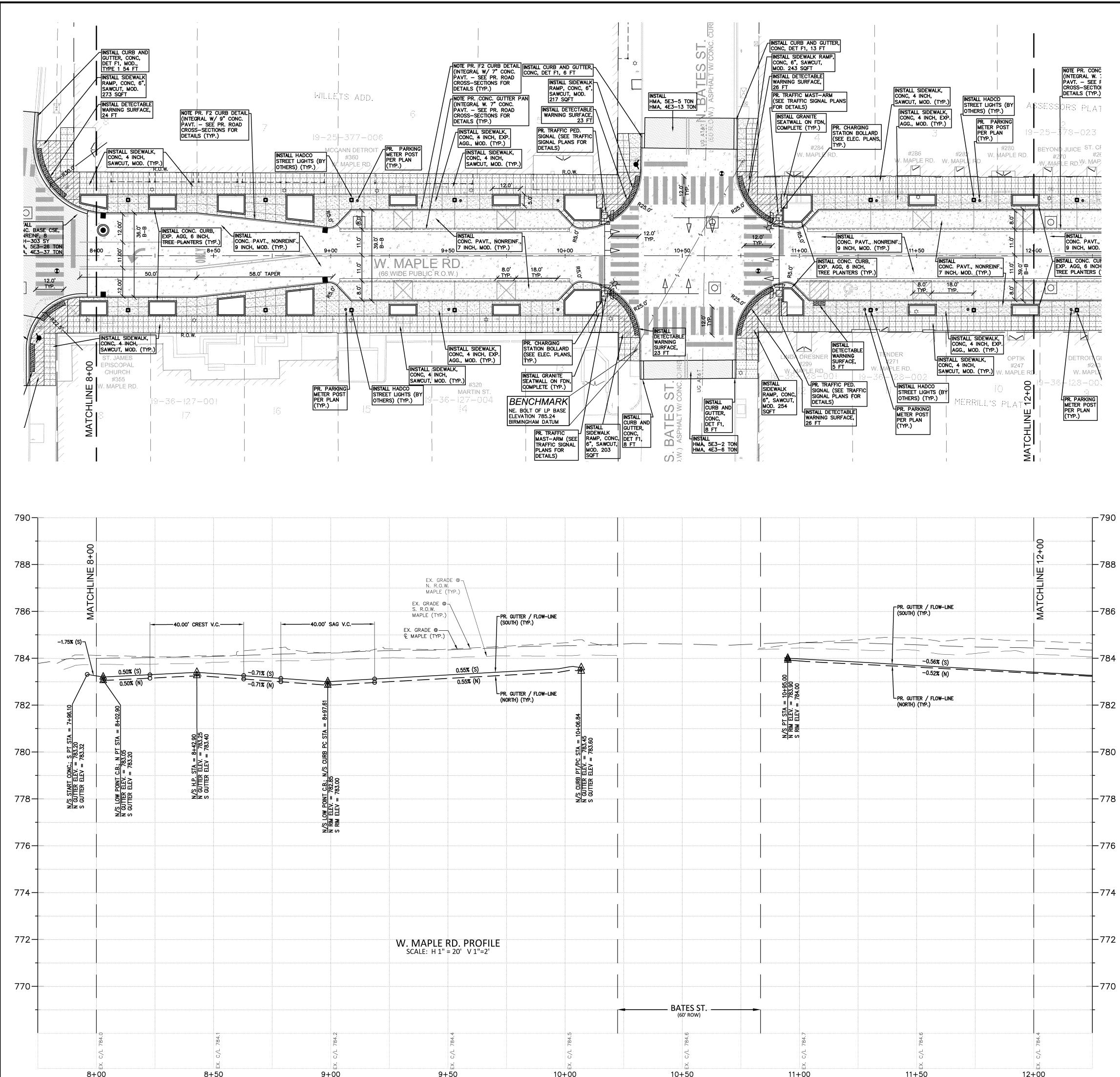
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drawn by: G. Viju			
DESIGNED BY: P. Tulikangas			
APPROVED BY: B. Buchholz			
DATE: 9-26-2018			
SCALE: $1'' = 20'$	10	20	3
NFE JOB NO.		HEET N	О.





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SHEET W.Maple Road Sta. 8+00 to Sta. 12+00 **Construction Plan**



Know what's **below Call** before you dig.

DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTA 10-25-19 REVISED PER G.I. REVIEW 12-02-19 REVISED PER CITY REVIEW

DRAWN BY:			
<u>G. Viju</u>			
DESIGNED BY:			
P. Tulikangas			
APPROVED BY:			
B. Buchholz			
DATE:			
9-26-2018			
SCALE: 1" = 20'			
	10	20	3
NFE JOB NO.	SF	HEET N	О.
K516		023	

-790

ESTIMATED QUANTITIES THIS SHEET DESCRIPTION QUANTITY UNIT Station Grading, Modified Sta HMA 5E3 HMA 4E3 19 Ton 2,040 Aggregate Base, 8 inch Square Yard Conc Pavt, Nonreinf, 9 inch, Modified 1,443 Square Yard Conc Pavt, Nonreinf, 7 inch, Modified 410 Square Yard Sidewalk, Ramp, Conc, 6 inch, Modified Square Foot Square Foot Sidewalk, Conc, 4 inch, Sawcut, Modified 5,520 Sidewalk, Conc, 4 inch, Exposed Agg, Modified 3,835 Square Foot Detectable Warning Surface, Cast Iron Curb and Gutter, Conc, Det F1 Foot Foot 103 Curb, Conc, Exposed Agg, 6 inch, Tree Planters Granite Seatwall on Fdn, Complete Foot 420 Foot 24

UTILITY NOTE THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. LEGEND CLEAN-OUT EXISTING SAN/COMB SEWER -0--GVB GVW C EXISTING WATER MAIN RYCH _______ CHE END SECTION EXISTING STORM SEWER ELEC. METER EXISTING BURIED CABLES ELECTRIC TELEPHONE GAS GAS GAS MARKER GAS VALVE EXISTING GAS MAIN UTILITY POLE UTILITY POLE LIGHT POLE OVERHEAD LINES EX. PAVERS RECORD CURB STOP LOCATION (APPROX.) LANDSCAPE BED **⊗**^R L/S EX. SOIL BORING pr. full-depth PUBLIC PHONE 6 HMA 4E3/5E3 PR. PARTIAL-DEPTH PUMP HMA 4E3/5E3 SIGN 9" 7" CONC PAVT, NONREINF, MOD. (W/ INT. CURB) POST/BOLLARD 0 PARKING METER B MAIL BOX SIDEWALK / RAMP, CONC, MOD. ROCK/BOULDER

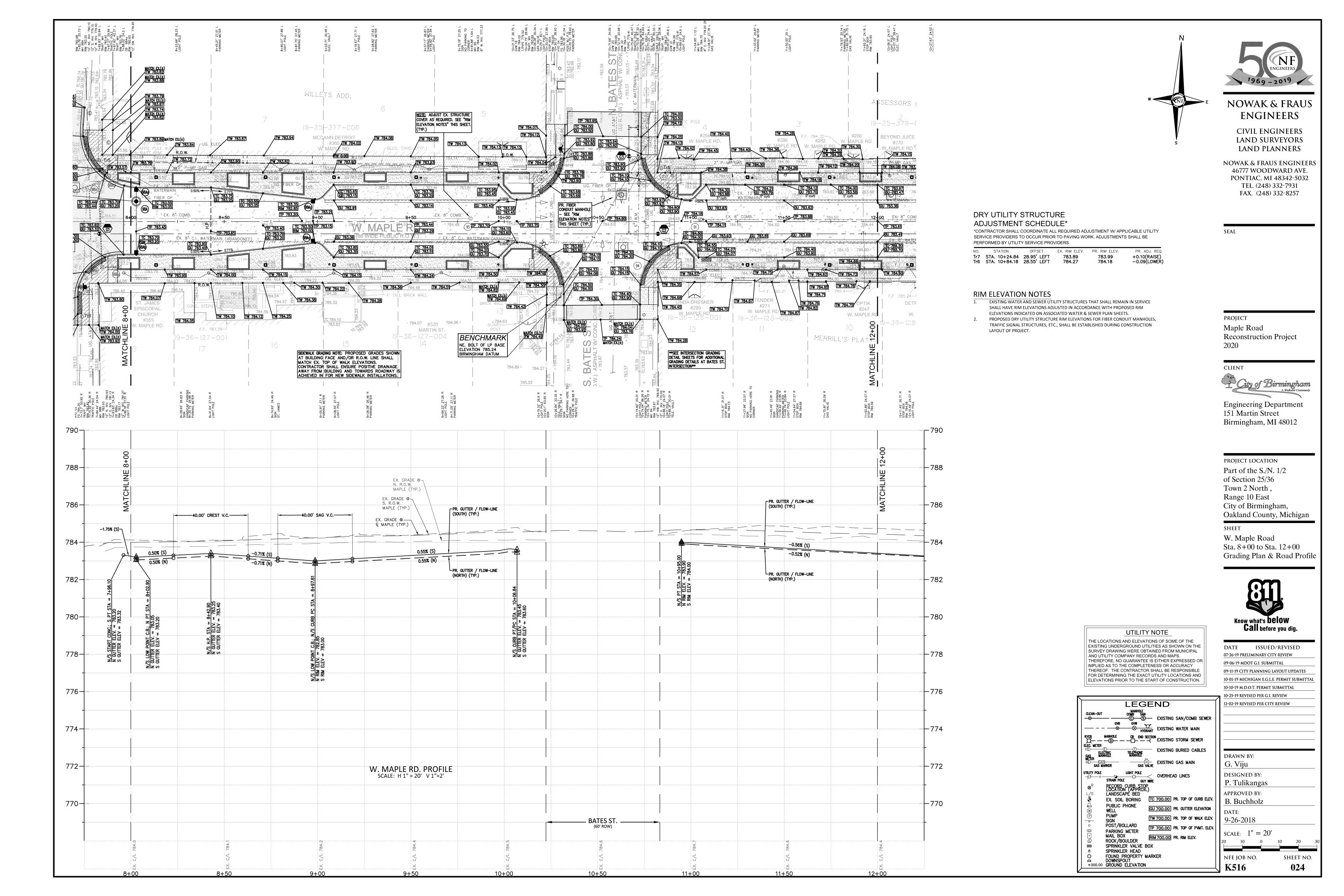
SPRINKLER VALVE BOX

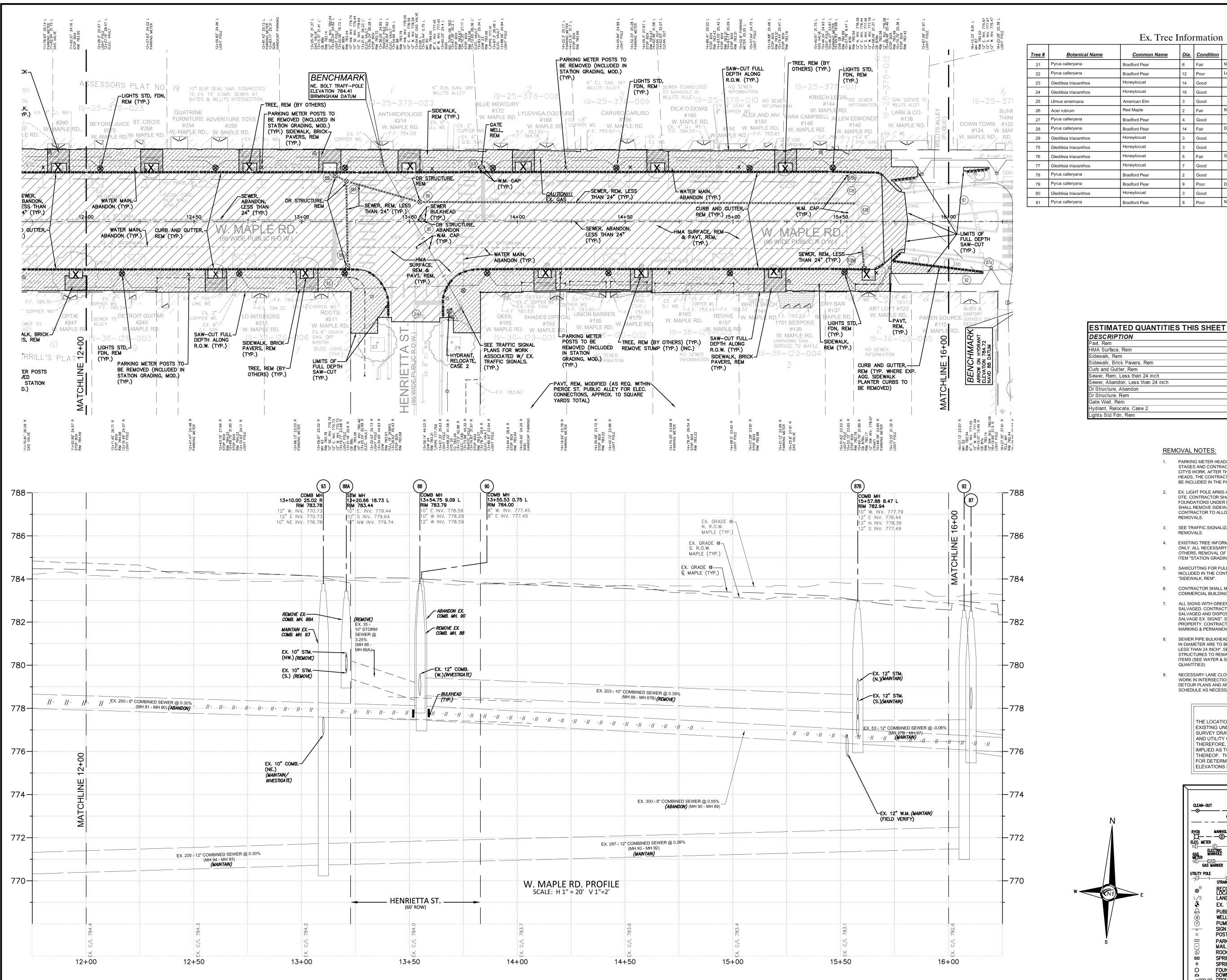
SPRINKLER HEAD FOUND PROPERTY MARKER DOWNSPOUT ×000.000 GROUND ELEVATION SIDEWALK, CONC, 4

SIDEWALK, CONC, 4" EXPOSED AGG, MOD.

 \boxtimes

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Ex. Tree Information

Tree #	Botanical Name	<u>Common Name</u>	<u>Dia.</u>	<u>Condition</u>	<u>Comments</u>
21	Pyrus calleryana	Bradford Pear	6	Fair	Minor dieback, heat stress
22	Pyrus calleryana	Bradford Pear	12	Poor	Leaning, lost limb, epicormic branching, dieback
23	Gleditisia triacanthos	Honeylocust	14	Good	
24	Gleditisia triacanthos	Honeylocust	18	Good	
25	Ulmus americana	American Elm	3	Good	
26	Acer rubrum	Red Maple	2	Fair	Mechanical damage on trunk
27	Pyrus calleryana	Bradford Pear	4	Good	
28	Pyrus calleryana	Bradford Pear	14	Fair	Dieback, epicormic branching
29	Gleditisia triacanthos	Honeylocust	3	Good	
75	Gleditisia triacanthos	Honeylocust	3	Good	
76	Gleditisia triacanthos	Honeylocust	5	Fair	Seam, mechanical damage on trunk
77	Gleditisia triacanthos	Honeylocust	7	Good	
78	Pyrus calleryana	Bradford Pear	2	Good	
79	Pyrus calleryana	Bradford Pear	9	Poor	Dieback
80	Gleditisia triacanthos	Honeylocust	3	Good	
81	Pyrus calleryana	Bradford Pear	8	Poor	Major trunk canker, dieback



NOWAK & FRAUS ENGINEERS

CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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

SEAL

QUANTITY UNIT 1,975 1,937 Square Square Ya 830 160 Square Ya idewalk, Brick Pavers, Rem Square Yard 834 295 400 Foot ewer, Rem, Less than 24 inch Foot ewer, Abandon, Less than 24 incl Foot 1 Each Each

REMOVAL NOTES:

"SIDEWALK, REM".

- PARKING METER HEADS TO BE REMOVED BY CITY DURING APPROPRIATE STAGES AND CONTRACTOR SHALL COORDINATE HIS WORK WITH THE CITYS WORK. AFTER THE CITY HAS REMOVED THE PARKING METER HEADS, THE CONTRACTOR SHALL REMOVE PARKING METER POSTS TO BE INCLUDED IN THE PAY ITEM "STATION GRADING, MODIFIED".
- EX. LIGHT POLE ARMS AND SHAFTS ARE TO BE REMOVED/RELOCATED BY DTE. CONTRACTOR SHALL REMOVE THE EX. LIGHT POLE CONCRETE FOUNDATIONS UNDER PAY ITEM "LIGHT STD FDN, REM". CONTRACTOR SHALL REMOVE SIDEWALK AS NEEDED AND COORDINATE WITH DTE CONTRACTOR TO ALLOW THIS WORK TO OCCUR IMMEDIATELY AFTER REMOVALS.
- SEE TRAFFIC SIGNALIZATION PLAN SHEETS FOR ALL SIGNAL RELATED 3. REMOVALS.
- EXISTING TREE INFORMATION IS PROVIDED FOR REFERENCE PURPOSES ONLY. ALL NECESSARY TREE REMOVALS SHALL BE PERFORMED BY 4. OTHERS, REMOVAL OF TREE STUMPS SHALL BE INCLUDED IN THE PAY ITEM "STATION GRADING, MOD.
- SAWCUTTING FOR FULL-DEPTH REMOVALS SHALL BE CONSIDERED 5. INCLUDED IN THE CONTRACT PAY ITEMS FOR "PAVT, REM" AND
- 6. CONTRACTOR SHALL MAINTAIN EXISTING SIDEWALK ADJACENT TO COMMERCIAL BUILDINGS AS LONG AS POSSIBLE.
- ALL SIGNS WITH GREEN BACKING OR STREET SIGNS ARE TO BE 7 SALVAGED. CONTRACTOR SHALL DISSASSEMBLE SIGNS TO BE SALVAGED AND DISPOSE OF ANY POSTS UNDER PAY ITEM "REMOVE AND SALVAGE EX. SIGNS". SALVAGED SIGNS TO BE STORED ON CITY PROPERTY. CONTRACTOR SHALL REINSTALL SIGNS PER THE PAVEMENT MARKING & PERMANENT SIGNAGE PLANS WHEN APPROPRIATE
- SEWER PIPE BULKHEADS FOR PIPES LESS THAN OR EQUAL TO 12 INCHES 8. IN DIAMETER ARE TO BE INCLUDED IN THE PAY ITEM "SEWER, ABANDON, LESS THAN 24 INCH". SEWER STRUCTURE BULKHEADS AT EXISTING STRUCTURES TO REMAIN SHALL BE PAID FOR USING APPLICABLE PAY ITEMS (SEE WATER & SEWER PLAN SHEETS FOR DETAILS AND QUANTITIES)
- 9. NECESSARY LANE CLOSURES REQUIRED ON WOODWARD AVE. DURING WORK IN INTERSECTION MUST BE PERFORMED IN ACCORDANCE WITH DETOUR PLANS AND APPROVED M.D.O.T. PERMIT. COORDINATE WORK SCHEDULE AS NECESSARY WITH MDOT OAKLAND TSC.

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.

	10-25-19 REVISED PER G.I.
LEGEND	12-02-19 REVISED PER CIT
CLEAN-OUT COMB SAN -O	
RYCB MANHOLE CB END SECTION C CB END SECTION EXISTING STORM SEWER ELEC, METER	
ECT EFERRIC TELEPHONE EXISTING BURIED CABLES CAS MANHOLE MANHOLE CABLES METER CAS CONTRACTOR CONT	DRAWN BY:
GAS MARKER GAS VALVE	<u>G. Viju</u>
UTILITY POLE UGHT POLE OVERHEAD LINES	DESIGNED BY:
Service Cord Curb Stop X TREE REM. (BY OTHERS) LOCATION (APPROX.)	<u>P. Tulikangas</u>
	APPROVED BY:
L/S LANDSCAPE BED X REM. PRKG. MTR. POST EX. SOIL BORING SUBHTS STD. FDN, REM PUBLIC PHONE XXXXX CURB & GUTTER, REM W WELL P PUMP	B. Buchholz
PUBLIC PHONE ·×·×·· CURB & GUTTER, REM WELL	DATE:
	9-26-2018
BARKING METER	Scale: $1'' = 20'$
• MAIL BOX & ROCK/BOULDER PAVT, REM	20 10 0
SPRINKLER VALVE BOX	
SPRINKLER HEAD SIDEWALK, REM FOUND PROPERTY MARKER	NFE JOB NO.
A DOWNSPOUT ×000.00 GROUND ELEVATION SIDEWALK, BRICK PAVERS, REM	,
	K516

PROJECT

Maple Road **Reconstruction Project** 2020

CLIENT

Each

Each

14 Each

4

City of Birmingham

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

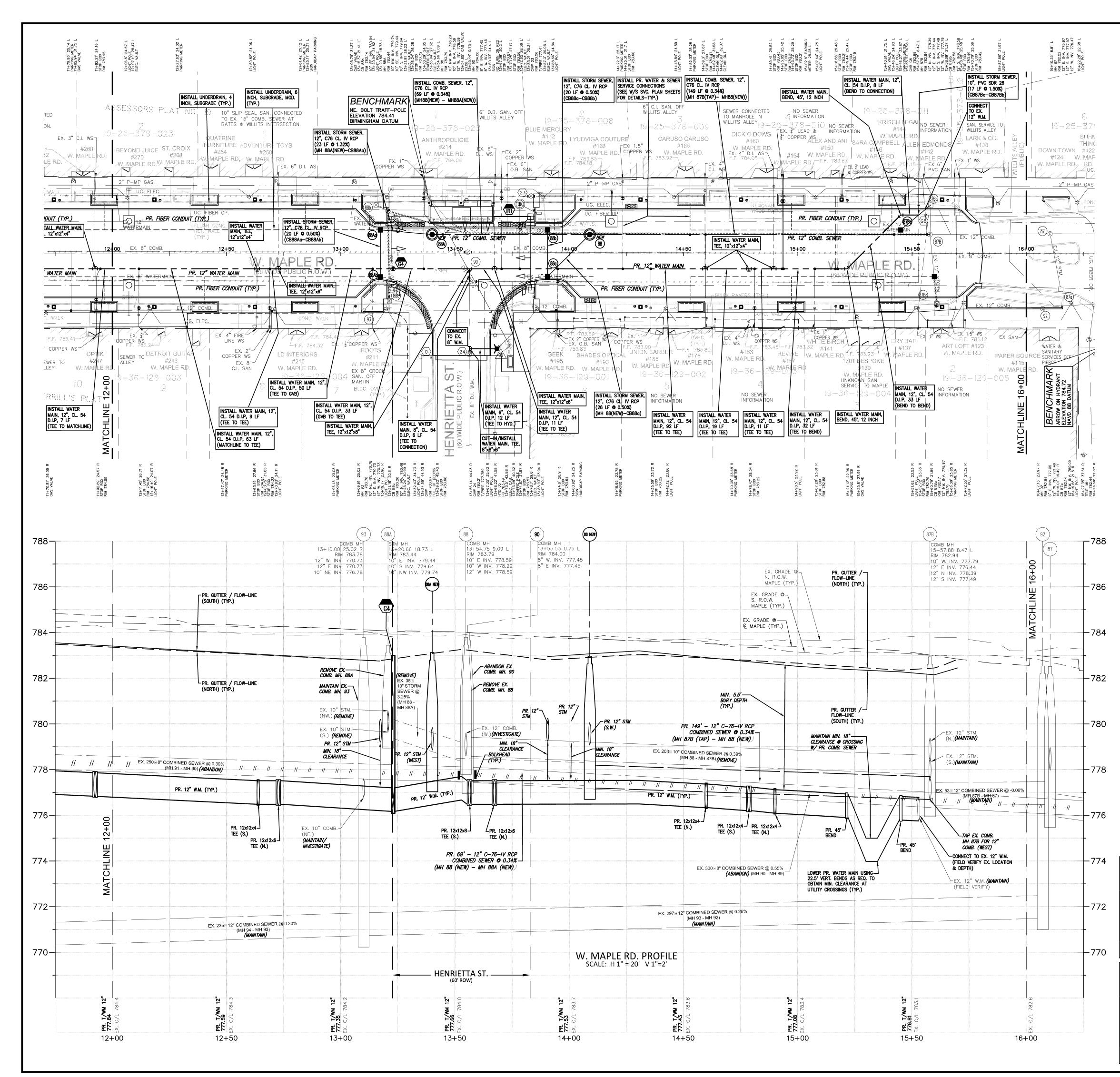
Part of the S./N. 1/2of Section 25/36 Town 2 North Range 10 East City of Birmingham, Oakland County, Michigan

SHEET W. Maple Road Sta. 12+00 to Sta. 16+00 Removal Plan



DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTAL 10-25-19 REVISED PER G.I. REVIEW TY REVIEW

1 - 20 10 0 10 20	3
: 1" = 20'	
2018	
DVED BY: Jchholz	
NED BY: 1likangas	
'n by: iju	



SEWER STRUCT	JRE SCHEDULE	
ADJUST, BULKHEAD & TAP 15+57.78' 8.47 L MH 87B RIM 782.94 PR. RIM 782.50 12" N. INV. 778.39 (MAINTAIN) 12" E. INV. 776.44 (MAINTAIN) 12" S. INV. 777.49 (MAINTAIN) 12" W. INV. 777.79 (REMOVE & B.H.	90 ABANDON (DR STRUCTURE, ABANDON PER REM. PLANS) 13+55.44' 0.75 L MH 90 RIM 784.00 8" E. INV. 777.45(ABANDON) 8" W. INV. 777.45(ABANDON) 93 ADJUST (TURN CONE SECTION TO LOCATE	⁷ 969 - 2019
PR. 12" W. INV. 776.69 (TAP) (87Bb) TAP, ADJUST & INSTALL EJIW 1040-A FRAME & COVER 15+58.09' 21.37 L CB 87Bb RIM 782.58 PR. RIM 783.35 12" S. INV. 778.58 (MAINTAIN)	RIM ON PR. SIDEWALK SURFACE AND OUTSIDE OF PR. TREE PLANTER) 13+09.91' 25.02 R MH 93 RIM 783.78 PR. RIM 783.96 10" NE. INV. 776.78(MAINTAIN) 12" E. INV. 770.73(MAINTAIN) 12" W. INV. 770.73(MAINTAIN)	NOWAK & FRAUS ENGINEERS civil engineers
PR. 10" SW. INV. 778.58 (TAP) INSTALL 2' DIA. STORM INLET PR. RIM 782.35 PR. 10" N.E. INV. 778.85 (87B) REMOVE (DR STRUCTURE, REM PER REM. PLANS) & INSTALL 15+60.79' 21.89 R	88 INSTALL NEW PR. STA 14+8.95' 8.46' L 4' DIA. COMB. SEWER MH. PR. RIM 782.96 PR. 12" W. INV. 777.30 PR. 12" E. INV. 777.20 PR. 12" S.W. INV. 779.07 880 INSTALL	LAND SURVEYORS LAND PLANNERS Nowak & Fraus Engineers 46777 Woodward Ave. Pontiac, MI 48342-5032 Tel. (248) 332-7931
CB 87Ba RIM 782.17 <i>W/ 4' DIA. STORM CB W/ 2' SUMP</i> <i>(CONSTRUCT ONLINE)</i> <i>PR. STA 15+59.78' 9.99' R</i> <i>PR. RIM 782.15</i> 12" NW. INV. 778.97 (TRAP) <i>EX. 12" INV. N/S 778.38±</i> <i>(DE CONVICIT A WOLDAY TRAP</i>	PR. STA 13+90.53 9.96' R 4' DIA. STORM CB W/ 2' SUMP PR. RIM 782.95 PR. 12" N. INV. 779.20 PR. 12" N.E. INV. 779.20 (TRAP) INSTALL PR. STA 13+90.53' 10.46' L 2' DIA. STORM INLET	FAX. (248) 332-8257
(RE-CONNECT & INSTALL TRAP NORTH TO MH 87B REMOVE SOUTH) (88) REMOVE (DR STRUCTURE, REM PER REM. PLANS) 13+54.66 9.09 L MH 88 RIM 783.79 10" NW. INV. 778.29(REMOVE) 10" E. INV. 778.59(REMOVE)	PR. RIM 782.80 PR. 12" S. INV. 779.30 INSTALL NEW PR. STA 13+40.00' 8.47' L 4' DIA. COMB. SEWER MH. PR. RIM 783.13 PR. 12" E. INV. 777.53 PR. 12" W. INV. 778.85 INSTALL	
12" W. INV. 778.59(INVESTIGATE & REMOVA (88A) REMOVE (DR STRUCTURE, REM PER REM. PLANS) 13+20.56' 18.73 L MH 88A RIM 783.44 10" NW. INV. 779.74(REMOVE) 10" SE. INV. 779.44(REMOVE) 10" S. INV. 779.64(REMOVE)	 PR. STA 13+17.32, 10.46' L 4' DIA. STORM CB W/2' SUMP PR. RIM 782.75 PR. 12" S. INV. 779.15 PR. 12" E. INV 779.15 (TRAP) INSTALL PR. STA 13+17.32' 10.06' R 2' DIA. STORM INLET PR. RIM 782.75 	PROJECT Maple Road Reconstruction Project
 (88b) REMOVE (DR STRUCTURE, REM PER REM. PLANS) 13+15.37 21.41 L' CB 88b RIM 783.14 10" SE. INV. 780.04 (REMOVE) (88c) REMOVE (DR STRUCTURE, REM PER REM. PLANS) 13+21.16' 20.6 R 	PR. 12" N. INV. 779.25 <u>UTILITY NOTE</u> 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	2020 CLIENT City of Birmingham
	THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. HEDULE INSTALL STA 13+22.89, 6.55' R 12" GATE VALVE & BOX	Engineering Department 151 Martin Street Birmingham, MI 48012
13+68.22' 41.58 R HYD 05 FG 783.49 <i>STA 10.30.12, 38.93' L PR. F.G. 783.60</i>	PR. RIM 782.98 PR. T/PIPE 777.19 INSTALL STA 13+78.33 21.75' L IRRIGATION METER PIT ASSEMBLY W/ 1.5" WATER SERVICE (PER DETAIL AND IRRIGATION PLANS) PR. RIM 783.56	PROJECT LOCATION Part of the S./N. 1/2 of Section 25/36 Town 2 North , Range 10 East
 ✓ 13+56.14′ 44.03 R GVW 24 RIM 783.21 T/PIPE 777.759 ✓ 0 MAINTAIN 13+34.99′ 44.93 R GVW RIM 783.67 	 23) REMOVE EX. WELL AND ABANDON VALVE (GATE WELL, REM PER REM. PLAN) 13+83.21' 25.34 L GVW 23 RIM 783.56 T/PIPE 777.41 68) MAINTAIN 15+55.02' 10.02 L 	City of Birmingham, Oakland County, Michigan SHEET W. Maple Road Sta. 12+00 to Sta. 16+00 Water/ Sewer Plan & Profile
ESTIMATED QUANTITIES THIS SHEET DESCRIPTION Erosion Control, Inlet Protection, Fabric Drop Dr Structure Cover, Adj, Case 1 Underdrain, Subgrade, 6 inch, Modified Underdrain, Subgrade, 4 inch	 I5+55.93' 16.98 L GVB G8 RIM 782.89 QUANTITY UNIT 8 Each 3 Each 570 Foot 360 Foot N	
Dr. Structure, 24 inch Dia, Storm Inlet Dr Structure, 48 inch Dia, Storm Catch Basin Dr Structure, 48 inch Dia, Combined Sewer Manhole Dr Structure, Tap, 12 inch Dr Structure, Tap, 10 inch Sewer, PVC SDR 26, 10 inch, Tr Det A, Storm Sewer Sewer, CI-IV, 12 inch, Tr Det A, Storm Sewer Sewer, CI-IV, 12 inch, Tr Det A, Combined Sewer Gate Valve and Box, 12 inch	3 Each 3 Each 2 Each 1 Each 1 Each 1 Each 1 Each 1 Each 17 Foot 89 Foot 218 Foot 1 Each	Know what's below Call before you dig. DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW
Water Main, DI, 6 inch, Tr Det A Water Main, DI, 8 inch, Tr Det A Water Main, DI, 12 inch, Tr Det A 8 inch Water Main Connection to Ex. 8 inch Water Main 12 inch Water Main Connection to Ex. 12 inch Water Main Bulkhead Sewer Structure, 12 inch Meter Pit Assembly WATER MAIN SHUT-DOWN PROTOCOL #3	12 Foot 6 Foot 367 Foot 1 Each 1 Each 1 Each 1 Each 1 Each	09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTAL 10-25-19 REVISED PER G.I. REVIEW 12-02-19 REVISED PER CITY REVIEW
(MAPLE/HENRIETTA – CAN OCCUR DURING #4): CONTRACTOR WILL BE REQUIRED TO PERFORM SHUT-DOWN UNDER SUPERVISION OF CITY D.P.S. DEPARTMENT. PER PROJECT SPECIFICATIONS, ALL WORK INCLUDED IN NECESSARY WATER MAIN SHUT-DOWNS IS INCLUDED IN WATER MAIN CONNECTION OR LINING PAY ITEMS: Tasks: 8"x8" Connection, Hydrant 5 Connection G.V. #24 (8") open left (Maple/Henrietta) (Backup G.V. #3011 (4") G.V. #22 (6) open left (Bates/Maple)	CLEAN-OUT COMB SAN COMB SAN COMB SAN COMB SAN COMB SAN COMB SAN EXISTING SAN/COMB SEWER COMB SEWER EXISTING WATER MAIN RYCB MANHOLE CB END SECTION EXISTING STORM SEWER ELEC. METER ELEC. METER ELEC. METER ELEC. METER ELEC. METER ELEC. METER ELEC. METER ELEC. METER ELEC. METER ELEC. METER	12-18-19 REVISED PER MDOT
(Back-up Valves: 20, 21, 18) G.V. #08 (12") new open left (Maple #142 Maple) G.V. #23 (12") open left (Maple #172 Maple) Quarter Section Maps (City to Provide to Contractor Prior to Construction): 36-02, 25-03 WATER MAIN SHUT–DOWN PROTOCOL #4 (MAPLE/EAST CONNECTION NEAR PIERCE); CONTRACTOR WILL BE REQUIRED TO PERFORM SHUT–DOWN UNDER	METER GAS GAS GAS EXISTING GAS MAIN GAS GAS MARKER GAS VALVE EXISTING GAS MAIN UTILITY POLE LIGHT POLE OVERHEAD LINES STRAIN POLE GUY WRE OVERHEAD LINES STRAIN POLE LOCATION (APPROX.) OP R. DR. STRUCTURE, MANHOLE L/S LANDSCAPE BED PR. DR. STRUCTURE, ON OUT DATE STRAIN POLE EX. SOIL BORING PR. DR. STRUCTURE, ON OUT DATE	DRAWN BY: <u>G. Viju</u> DESIGNED BY: <u>P. Tulikangas</u> APPROVED BY: B. Buchholz
SUPERVISION OF CITY D.P.S. DEPARTMENT. PER PROJECT SPECIFICATIONS, ALL WORK INCLUDED IN NECESSARY WATER MAIN SHUT-DOWNS IS INCLUDED IN WATER MAIN CONNECTION OR LINING PAY ITEMS: Tasks: 12" Connection G.V. #08 (12") open left (Maple/142 Maple) G.V. #09 (12") open left (Maple/Pierce) (new) G.V. #02 (12") open left (Maple/Pierce) (new) G.V. #02 (12") open left (Maple/Pierce) (new) G.V. #23 (12") open left (Maple/Haple) G.V. #24 (8") open left (Maple/Henrietta) G.V. #22 (6") open left (Bates/Henrietta)	Image: Book of the second system PUBLIC PHONE Storm inlet or catch basin Image: Book of the second system Well Image: Book of the second system Image: Book of the second system Image: Book of the second system PUMP Image: Book of the second system Image: Book of the second system	DATE: 9-26-2018 SCALE: $1'' = 20'$ 20 10 0 10 20 3

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POLE LOCATION

NFE JOB NO

K516

SHEET NO.

026

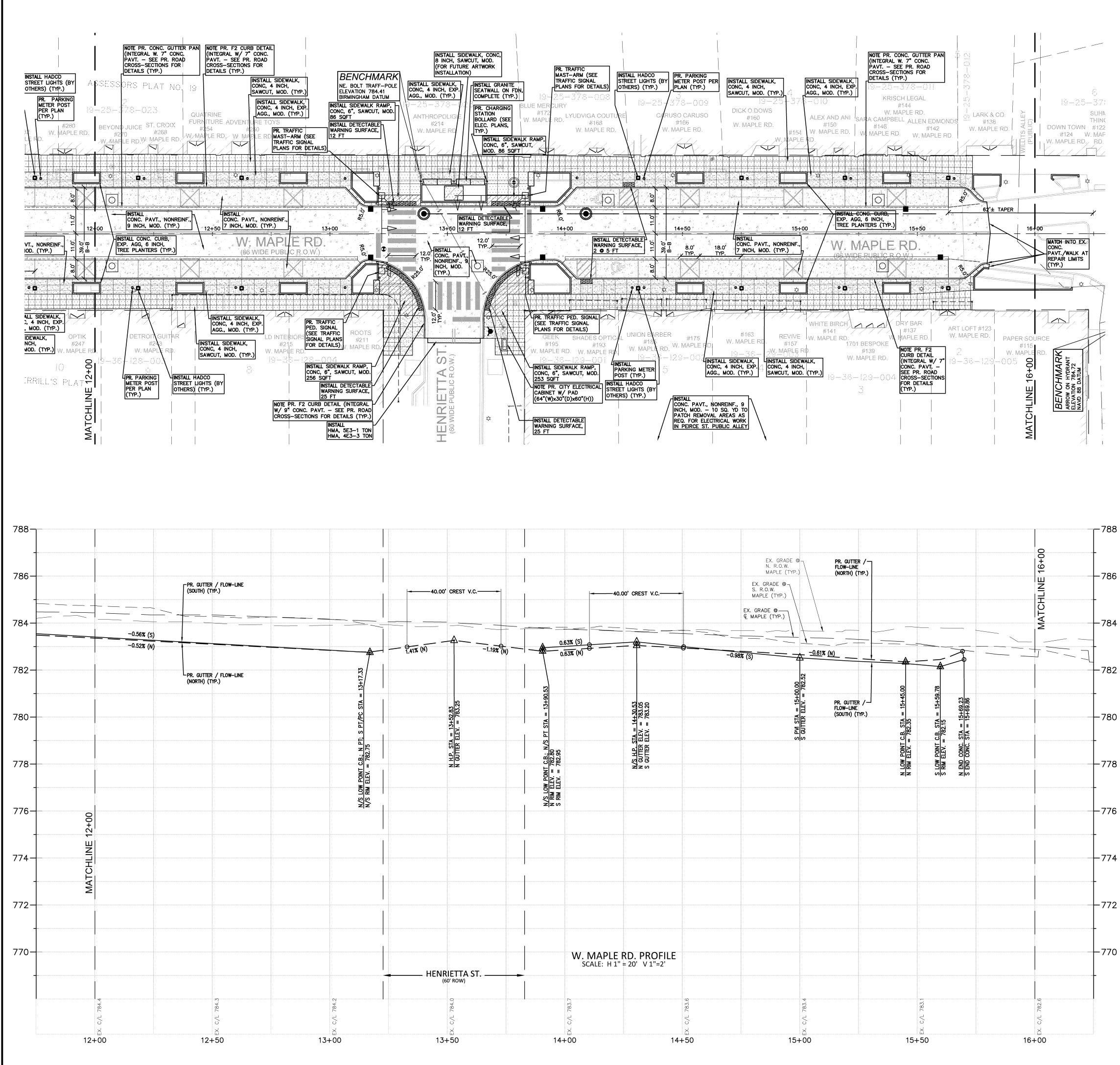
 O
 FOUND PROPERTY MARKER
 POLE
 LOCATION

 O
 DOWNSPOUT
 *
 PR. PARKING METER

 ×000.00
 GROUND ELEVATION
 POST LOCATION

36-02, 25-03, 25-04

arter Section Maps (City to Provide to Contractor Prior to Construct





CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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SEAL

W CNF

PROJECT

Maple Road **Reconstruction Project** 2020

CLIENT

[®]City of Birmingham

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

Part of the S./N. 1/2of Section 25/36 Town 2 North, Range 10 East City of Birmingham, Oakland County, Michigan

SHEET W. Maple Road Sta. 12+00 to Sta. 16+00 **Construction Plan**



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20 10 0	10	20	3
NFE JOB NO.	SI	HEET NO	O.
K516		027	

ESTIMATED QUANTITIES THIS SHEET DESCRIPTION QUANTITY UNIT station Grading, Modified Sta IMA 5E3 IMA 4E3 Ton Square Y ard ggregate Base, 8 inch 1 700 onc Pavt, Nonreinf, 9 inch, Modified 1,040 Square Y ard onc Pavt, Nonreinf, 7 inch, Modified Square Y ard idewalk, Ramp, Conc, 6 inch, Modified 681 Square Foot idewalk, Conc, 4 inch, Sawcut, Modified 5,200 Square Foot idewalk, Conc, 4 inch, Exposed Agg, Modified 3,590 Square Foot idewalk, Conc, 8 inch, Sawcut, Modified Square Foot 48 etectable Warning Surface, Cast Iron Foot 84 Curb, Conc, Exposed Agg, 6 inch, Tree Planters 665 Foot

-778 -776

72			

ranite Seatwall on Fdn, Complete

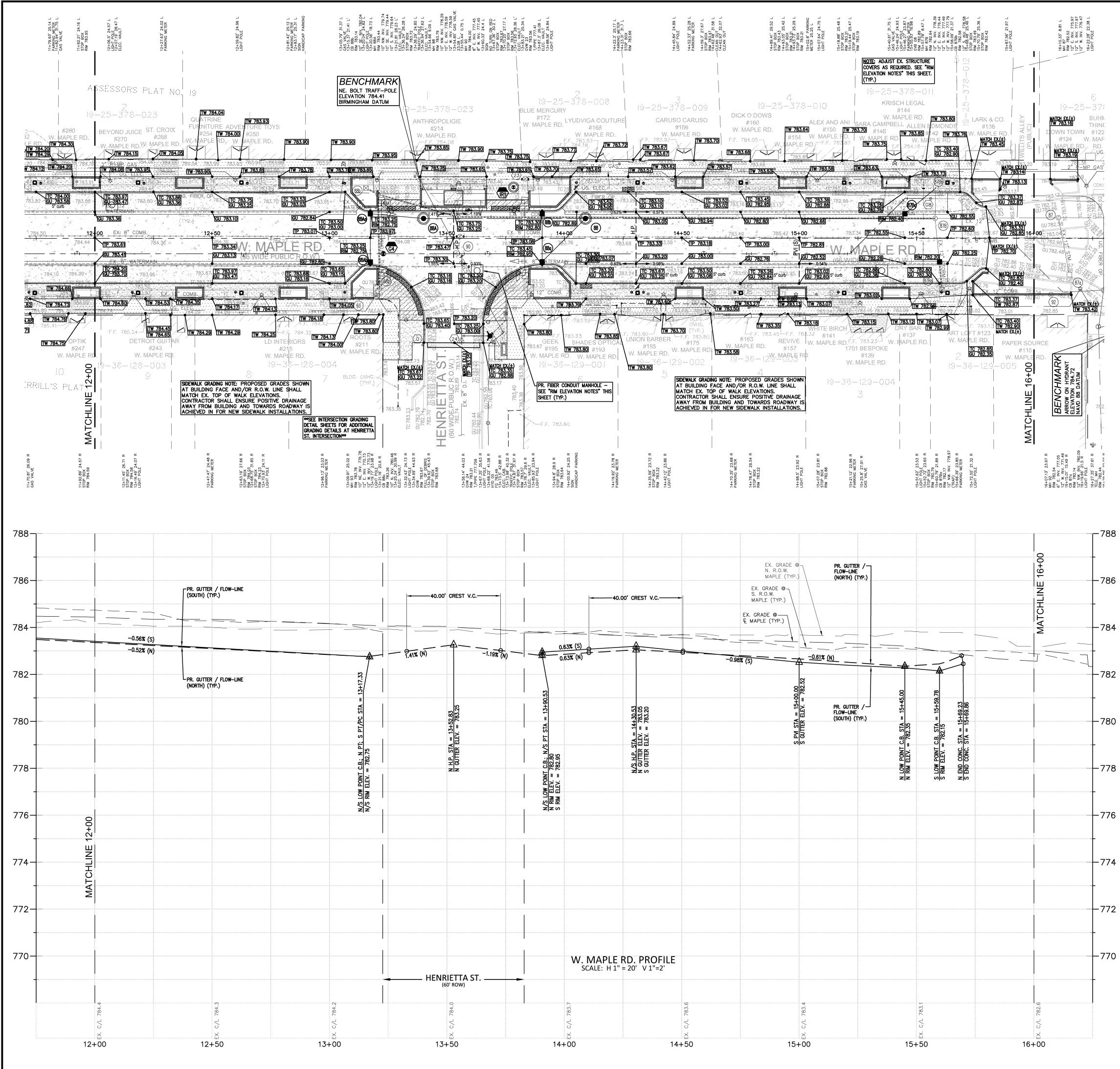
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ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

48

Foot

LEGEND CLEAN-OUT EXISTING SAN/COMB SEWER -0--GVW GVB GVW CONTROL EXISTING WATER MAIN . _____CB END SECTION EXISTING STORM SEWER ELEC. METER EXISTING BURIED CABLES ELECTRIC TELEPHONE GAS Metei GAS VALVE EXISTING GAS MAIN GAS MARKER UTILITY POLE LIGHT_POLE OVERHEAD LINES STRAIN POLE GUY WIRE RECORD CURB STOP LOCATION (APPROX.) LANDSCAPE BED **⊗**^R EX. PAVERS L/S EX. SOIL BORING pr. full-depth PUBLIC PHONE 6 HMA 4E3/5E3 PR. PARTIAL-DEPTH PUMP HMA 4E3/5E3 SIGN 9" 7" CONC PAVT, NONREINF, MOD. (W/ INT. CURB) POST/BOLLARD 0 PARKING METER Ξ MAIL BOX SIDEWALK / RAMP, CONC, MOD. ROCK/BOULDER R \boxtimes SPRINKLER VALVE BOX SIDEWALK, CONC, 4 SAWCUT, MOD. SPRINKLER HEAD C FOUND PROPERTY MARKER DOWNSPOUT ×000.00 GROUND ELEVATION Ø SIDEWALK, CONC, 4" EXPOSED AGG, MOD.





CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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SEAL

PROJECT

Maple Road **Reconstruction Project** 2020

CLIENT

Lity of Birmingham

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

Part of the S./N. 1/2of Section 25/36 Town 2 North, Range 10 East City of Birmingham, Oakland County, Michigan

SHEET W. Maple Road Sta. 12+00 to Sta. 16+00Grading Plan & Road Profile



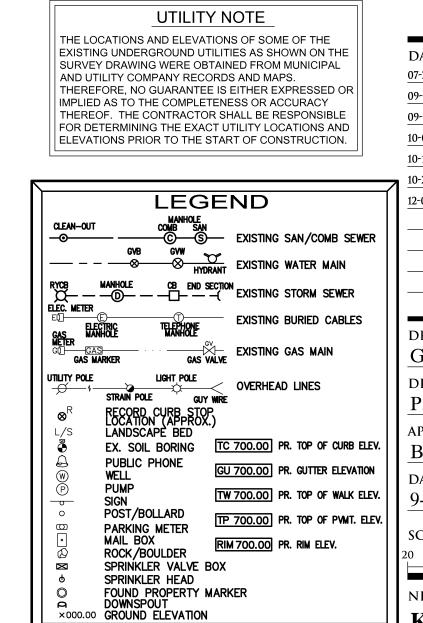
DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTA 10-25-19 REVISED PER G.I. REVIEW 12-02-19 REVISED PER CITY REVIEW DRAWN BY: G. Viju **DESIGNED BY:** P. Tulikangas APPROVED BY: B. Buchholz DATE: 9-26-2018 Scale: 1'' = 20'NFE JOB NO SHEET NO.

028

K516

RIM ELEVATION NOTES EXISTING WATER AND SEWER UTILITY STRUCTURES THAT SHALL REMAIN IN SERVICE

SHALL HAVE RIM ELEVATIONS ADJUSTED IN ACCORDANCE WITH PROPOSED RIM ELEVATIONS INDICATED ON ASSOCIATED WATER & SEWER PLAN SHEETS. PROPOSED DRY UTILITY STRUCTURE RIM ELEVATIONS FOR FIBER CONDUIT MANHOLES, TRAFFIC SIGNAL STRUCTURES, ETC., SHALL BE ESTABLISHED DURING CONSTRUCTION LAYOUT OF PROJECT.

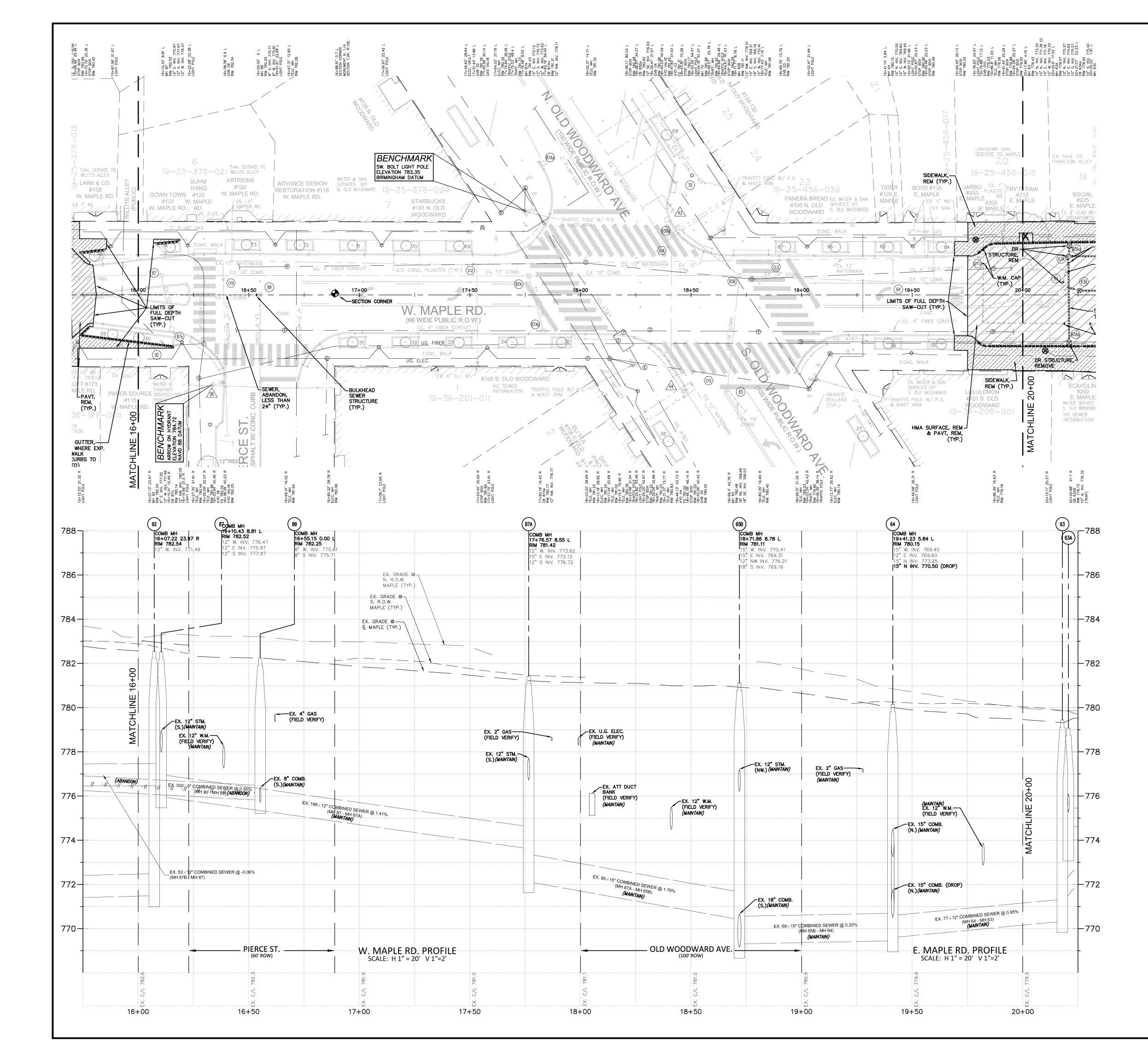


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- -780

-774

-772





CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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

SEAL

PROJECT

2020

CLIENT

Maple Road

Reconstruction Project

Engineering Department

Birmingham, MI 48012

151 Martin Street

PROJECT LOCATION

of Section 25/36

NFE JOB NO

K516

SIDEWALK, BRICK PAVERS, REM

SHEET NO.

029

Part of the S./N. 1/2

Lity of Birmingham

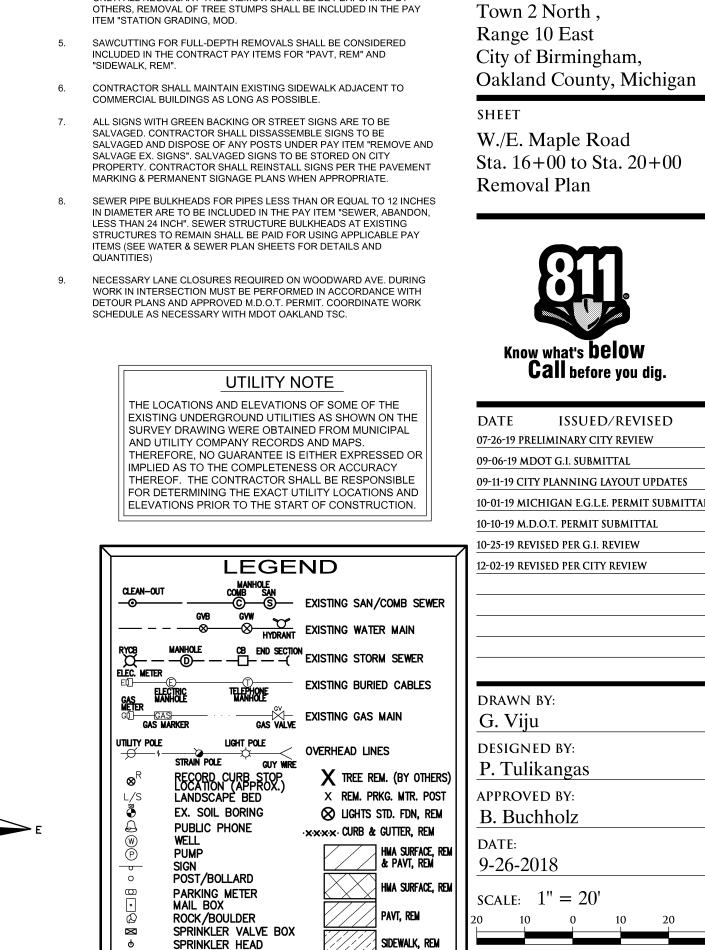
ESTIMATED QUANTITIES THIS SHEET DESCRIPTION QUANTITY UNIT 122 Square Yaro 122 Square Yaro HMA Surface, Rem idewalk, Rem 80 Square Yard urb and Gutter, Rem Foot 55 Foot Sewer Abandon Less than 24 inch

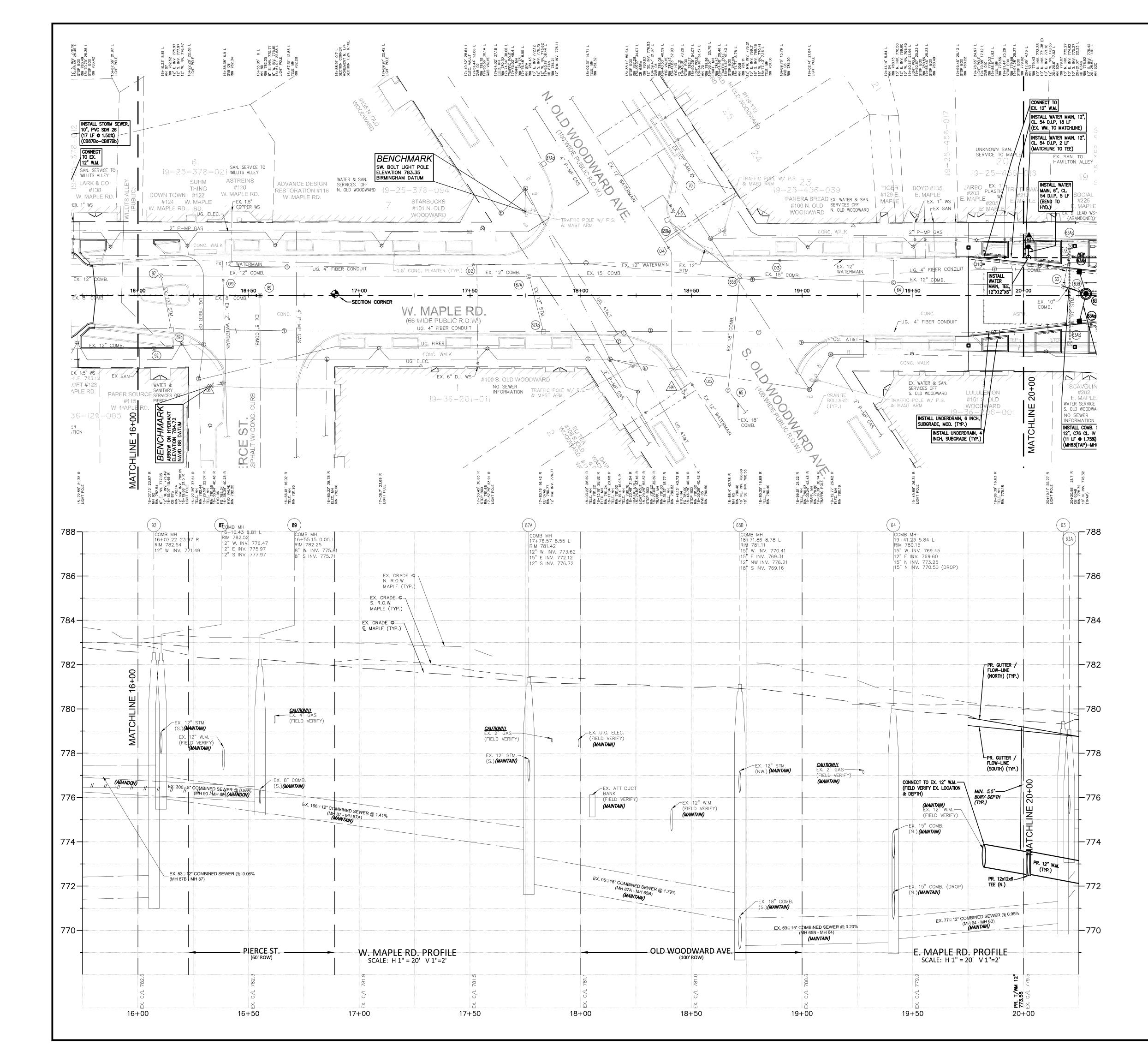
REMOVAL NOTES:

- PARKING METER HEADS TO BE REMOVED BY CITY DURING APPROPRIATE STAGES AND CONTRACTOR SHALL COORDINATE HIS WORK WITH THE CITYS WORK. AFTER THE CITY HAS REMOVED THE PARKING METER HEADS, THE CONTRACTOR SHALL REMOVE PARKING METER POSTS TO BE INCLUDED IN THE PAY ITEM "STATION GRADING, MODIFIED".
- EX. LIGHT POLE ARMS AND SHAFTS ARE TO BE REMOVED/RELOCATED B DTE. CONTRACTOR SHALL REMOVE THE EX. LIGHT POLE CONCRETE FOUNDATIONS UNDER PAY ITEM "LIGHT STD FDN, REM". CONTRACTOR SHALL REMOVE SIDEWALK AS NEEDED AND COORDINATE WITH DTE CONTRACTOR TO ALLOW THIS WORK TO OCCUR IMMEDIATELY AFTER REMOVALS.
- 3. SEE TRAFFIC SIGNALIZATION PLAN SHEETS FOR ALL SIGNAL RELATED
- REMOVALS. EXISTING TREE INFORMATION IS PROVIDED FOR REFERENCE PURPOSES ONLY. ALL NECESSARY TREE REMOVALS SHALL BE PERFORMED BY OTHERS, REMOVAL OF TREE STUMPS SHALL BE INCLUDED IN THE PAY

C FOUND PROPERTY MARKER DOWNSPOUT ×000.00 GROUND ELEVATION

Ø





SEWER STRUCTURE SCHEDULE

MH 65

RIM 780.48

- 65 **MAINTAIN** 18+66.4' 42.78 R 64 MAINTAIN 19+41.14' 5.84 L MH 64 RIM 780.15 15" N. INV. 770.50**(maintain)** 12" E. INV. 769.60 (MAINTAIN) 15" W. INV. 769.45**(MAINTAIŃ)** (65B) MAINTAIN 18+71.77'8.78 L MH 65B RIM 781.11 12" NW. INV. 776.21**(maintain)** 15" E. INV. 769.31**(MAINTAIN)** 18" S. INV. 769.16**(MAINTAIN)** 15" W. INV. 770.41 (MAINTAIN) 87 MAINTAIN / 16+10.33' 8.81 L MH 87 RIM 782.52 12" E. INV. 775.97 *(MAINTAIN)* 12" S. INV. 777.97 *(MAINTAIN)* 12" W. INV. 776.416 (MAINTAIN) (87A) **maintain** 17+76.48'8.55 L MH 87A RIM 781.43 15" E. INV 772.12(MAINTAIN) 12" S. INV. 776.72(MAINTAIN) 12" W. INV. 773.62**(MAINTAIŃ)** (87Ab) **MAINTAIN** 17+83.19'16.42 R CB 87Ab RIM 780.77 12" NW. INV. 776.77 (MAINTAIN) (92) MAINTAIN 16+07.13' 23.97 R MH 92 RIM 782.54 6"E. INV. 777.05**(maintain)** 12" W. INV. 771.49(MAINTAIN) MAINTAIN /H4 18+41.83' 37.93 L HYD H3
 - (87Ag) **MAINTAIN** 17+83.19'59.44 L CB 87Aa RIM 781.21 89) BULKHEAD /16+55.05'0 L MH 89 RIM 782.25

18" SE. INV. 768.53 (MAINTAIN) 65Bg) **MAINTAIN** 18+38.97'34.07 L CB 65Ba RIM 780.83 12" SE. INV. 776.93**(MAINTAIN)** MAINTAIN 18+54.16'51.37 L MH 70 RIM 781.96**(MAINTAIN)** MAINTAIN 16+15.01'15.49 R CB 87a

18" NE. INV. 768.68*(MAINTAIN)*

RIM 782.14 12" NW. INV. 780.09**(MAINTAIN)**

- 12" NW. INV. 776.11**(MAINTAIN)**
- 8" S. INV. 775.71 **(MAINTAIN)** 8" W. INV. 775.81 (ABANDON & BULKHEAD)

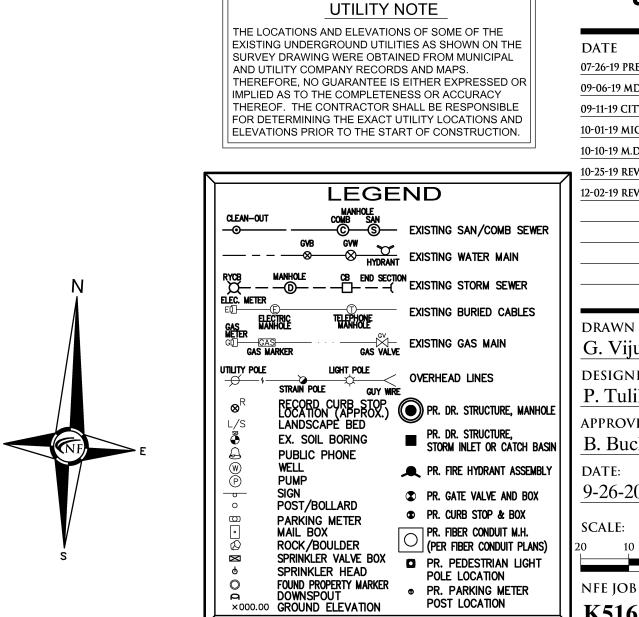
WATER MAIN SCHEDULE

- FG 781.31 MAINTAIN <u>/H6</u>\ 16+33.94' 40.46 R
- HYD 06 FG 782.34 $\langle 02 \rangle$ MAINTAIN 17+51.44' 13.86 GVB 02 RIM 781.76 (04) MAINTAIN
- 18+39.47'21.67 GVB 04 RIM 781.08 (06) MAINTAIN
- 16+33.94'40.46 R HYD 06 FG 782.34 10 ADJUST 19+79.88' 17.12 L
- GVB 010 PR. RIM 780.00 RIM 779.53
- MAINTAIN 18+46.13'43.73 R HYD H4 FG 781.00 $\langle 03 \rangle$ MAINTAIN 18+89.76' 15.79 L GVB 03 RIM 781.20 $\langle 05 \rangle$ MAINTAIN 18+50.26'40.42 R
- GVB 05 RIM 780.50 $\langle 09 \rangle$ MAINTAIN
- 16+38.38' 6.9 L GVB 09 RIM 782.34

WATER MAIN SHUT-DOWN PROTOCOL #5 (<u>MAPLE/OLD WOODWARD</u>): CONTRACTOR WILL BE REQUIRED TO PERFORM SHUT-DOWN UNDER SUPERVISION OF CITY D.P.S. DEPARTMENT. PER PROJECT SPECIFICATIONS, ALL WORK INCLUDED IN NECESSARY WATER MAIN SHUT-DOWNS IS INCLUDED IN WATER MAIN CONNECTION OR LINING DAY ITEMS: PAY ITEMS: Tasks: 12" Connection G.V. #010 (12") New (Maple #203 Maple) G.V. #03 (12") New (Maple/Old Woodward) G.V. #90 (12") open left (Peabody/Maple) G.V. #91 (8") open left (Woodward/Maple) G.V. #93 (12") open left (East of Woodward)

Quarter Section Maps (City to Provide to Contractor Prior to Construction

ESTIMATED QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITY	UNIT
Gate Box, Adj, Case 1	1	Each
Underdrain, Subgrade, 6 inch, Modified	50	Foot
Underdrain, Subgrade, 4 inch	26	Foot
Water Main, DI, 12 inch, Tr Det A	18	Foot
12 inch Water Main Connection to Ex. 12 inch Water Main	1	Each





NOWAK & FRAUS ENGINEERS

CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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

PROJECT Maple Road **Reconstruction Project** 2020

CLIENT

SEAL

[®] <u>City of Birmingham</u>

Engineering Department 151 Martin Street Birmingham, MI 48012

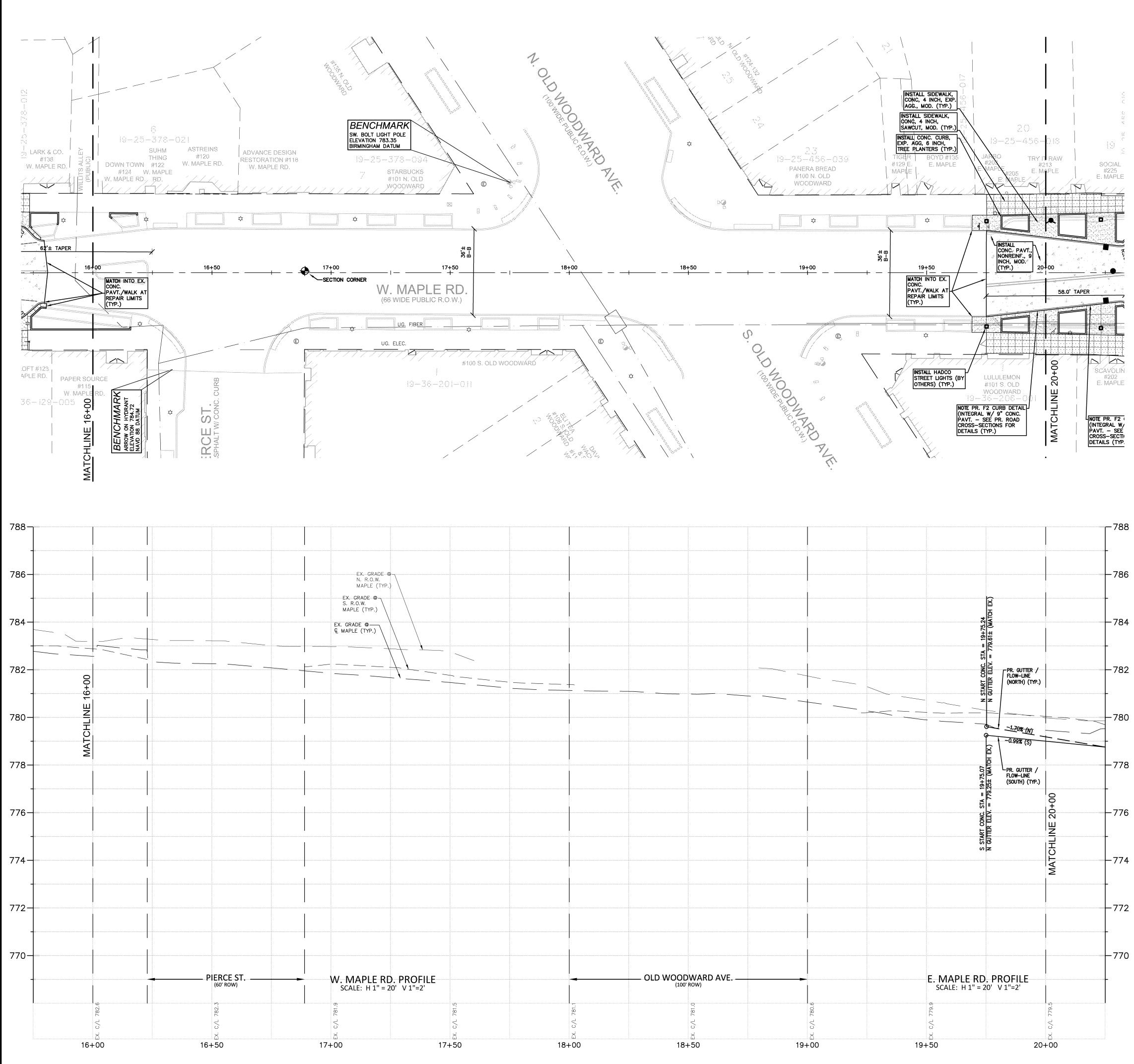
PROJECT LOCATION Part of the S./N. 1/2of Section 25/36 Town 2 North, Range 10 East City of Birmingham, Oakland County, Michigan SHEET

W./E. Maple Road Sta. 16+00 to Sta. 20+00 Water/Sewer Plan & Profile



DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTA 10-25-19 REVISED PER G.I. REVIEW 12-02-19 REVISED PER CITY REVIEW

9-26-2018 SCALE: $1'' = 20'$	10	20	3
P. Tulikangas APPROVED BY: B. Buchholz DATE:			
drawn by: <u>G. Viju</u> designed by:			





NOWAK & FRAUS ENGINEERS

CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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

SEAL

PROJECT

Maple Road **Reconstruction Project** 2020

CLIENT

<u>City of Birmingham</u>

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

Part of the S./N. 1/2 of Section 25/36 Town 2 North Range 10 East City of Birmingham, Oakland County, Michigan

SHEET

W./E. Maple Road Sta. 16+00 to Sta. 20+00 **Construction Plan**



DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTA 10-25-19 REVISED PER G.I. REVIEW 12-02-19 REVISED PER CITY REVIEW

SIDEWALK, CONC, 4" EXPOSED AGG, MOD.	K516	031
SIDEWALK, CONC, 4", SAWCUT, MOD.	NFE JOB NO.	SHEET NO.
SIDEWALK / RAMP, CONC, MOD.		10 20 3
9" CONC PAVT, NONREINF, WOD. (W/ INT. CURB)	$\boxed{\begin{array}{c} \hline \\ \text{SCALE:} & 1'' = 20 \end{array}}$,
PR. PARTIAL-DEPTH HMA 4E3/5E3	DATE: 9-26-2018	
PR. FULL-DEPTH HMA 4E3/5E3	D. DUCIIIIOIZ	
	APPROVED BY:	
E	P. Tulikangas	
OVERHEAD LINES	DESIGNED BY:	
EXISTING GAS MAIN	<u>G. Viju</u>	
EXISTING BURIED CABLES	DRAWN BY:	
^{ON} EXISTING STORM SEWER		
EXISTING WATER MAIN		

ESTIMATED QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITY	UNIT
Station Grading, Modified	1	Sta
Aggregate Base, 8 inch	98	Square Yard
Conc Pavt, Nonreinf, 9 inch, Modified	93	Square Yard
Sidewalk, Conc, 4 inch, Sawcut, Modified	430	Square Foot
Sidewalk, Conc, 4 inch, Exposed Agg, Modified	325	Square Foot
Curb, Conc, Exposed Agg, 6 inch, Tree Planters	76	Foot

CLEAN-OUT

ELEC. METER

UTILITY POLE

MÊTEI

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L/S

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ELECTRIC

GAS GAS MARKER

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

LEGEND

GVB GVW SHIP CONTRACT EXISTING WATER MAIN

MANHOLE _____CB_END SECTION EXISTING STORM SEWER

TELEPHONE MANHOI F

LIGHT POLE

RECORD CURB STOP LOCATION (APPROX.) LANDSCAPE BED

EX. SOIL BORING

PUBLIC PHONE

POST/BOLLARD

PARKING METER MAIL BOX

FOUND PROPERTY MARKER
 DOWNSPOUT
 ×000.00 GROUND ELEVATION

ROCK/BOULDER SPRINKLER VALVE BOX

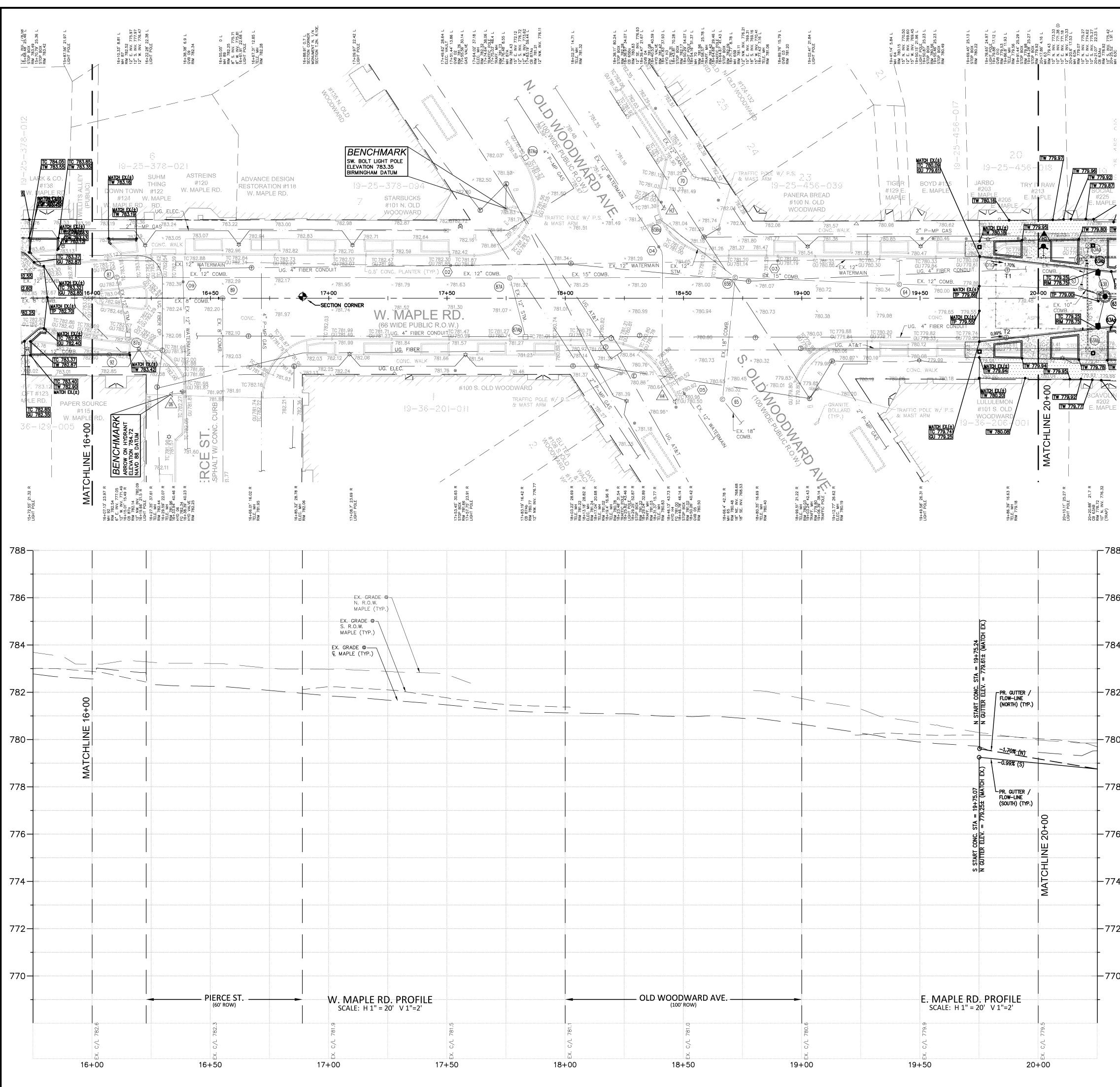
SPRINKLER HEAD

PUMP

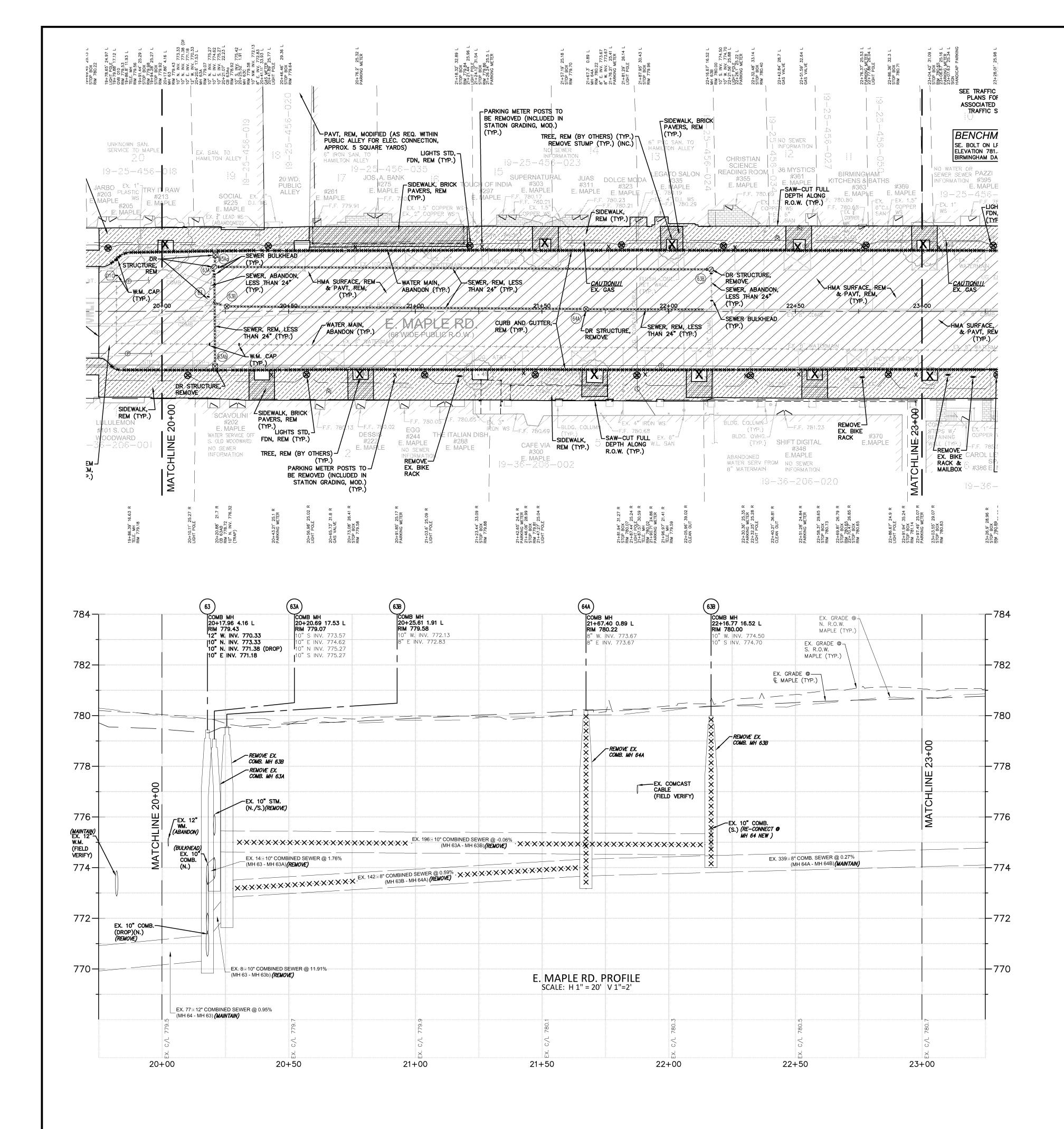
SIGN

GAS VALVE

EXISTING SAN/COMB SEWER



		Josephilic ConstructionJosephilic ConstructionJosephilic ConstructionJosephilic ConstructionJosephilic ConstructionStand Surveyors Land PlannersSurveyors Surveyors Land PlannersSurveyors Surveyors Surveyors Land PlannersSurveyors Surveyors Surveyors Land PlannersSurveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors Surveyors S
		SEAL
	DRY UTILITY STRUCTURE ADJUSTMENT SCHEDULE* *CONTRACTOR SHALL COORDINATE ALL REQUIRED ADJUSTMENT W/ APPLICABLE UTILITY SERVICE PROVIDERS TO OCCUR PRIOR TO PAVING WORK. ADJUSTMENTS SHALL BE PERFORMED BY UTILITY SERVICE PROVIDERS. NO. STATION 1 OFFSET 1.93'S LEFT 2 EX. RIM ELEV. 779.56 PR. RIM ELEV. 779.15 HOLD -0.03(LOWER)	PROJECT Maple Road
	RIM ELEVATION NOTES	Maple Road Reconstruction Project 2020
8	 EXISTING WATER AND SEWER UTILITY STRUCTURES THAT SHALL REMAIN IN SERVICE SHALL HAVE RIM ELEVATIONS ADJUSTED IN ACCORDANCE WITH PROPOSED RIM ELEVATIONS INDICATED ON ASSOCIATED WATER & SEWER PLAN SHEETS. PROPOSED DRY UTILITY STRUCTURE RIM ELEVATIONS FOR FIBER CONDUIT MANHOLES, TRAFFIC SIGNAL STRUCTURES, ETC., SHALL BE ESTABLISHED DURING CONSTRUCTION LAYOUT OF PROJECT. 	CLIENT City of Birmingham A Walkable Community Engineering Department 151 Martin Street Birmingham, MI 48012
6 4 2		PROJECT LOCATION Part of the S./N. 1/2 of Section 25/36 Town 2 North , Range 10 East City of Birmingham, Oakland County, Michigan SHEET W./E. Maple Road Sta. 16+00 to Sta. 20+00 Grading Plan & Road Profile
		ណា
0		Know what's below
8	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 FITHER EXPRESSED OR	Call before you dig. DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW
6	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.	09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTAL
4	CLEAN-OUT CLEAN-OUT COMB COMB COMB COMB COMB COMB COMB COMB	10-25-19 REVISED PER G.I. REVIEW 12-02-19 REVISED PER CITY REVIEW
2	RYCB MANHOLE CB END SECTION EXISTING STORM SEWER ELEC. METER CGAS MANHOLE TELEVIONE EXISTING BURIED CABLES GAS MANHOLE MANHOLE EXISTING GAS MAIN CGAS MARKER GAS VALVE EXISTING GAS MAIN	drawn by: G. Viju
0	UTILITY POLE UTILITY POLE UTILITY POLE UTILITY POLE UTILITY POLE UCATION (APPROX.) U/S LANDSCAPE BED UCATION (APPROX.) U/S LANDSCAPE BED EX. SOIL BORING TC 700.00 PR. TOP OF CURB ELEV. PUBLIC PHONE UVIC WELL PUBLIC PHONE UVIC WILL PUMP TW 700.00 PR. TOP OF WALK ELEV. SIGN UVIC POST/BOLLARD PARKING METER AMAIL BOX SPRINKLER VALVE BOX SPRINKLER VALVE BOX SPRINKLER VALVE BOX SPRINKLER HEAD UVIC POPERTY MARKER DOWNSPOUT ×000.00 GROUND ELEVATION	Designed by: P. Tulikangas APPROVED BY: B. Buchholz DATE: 9-26-2018 SCALE: 1" = 20' 20 10 0 10 20 30 MFE JOB NO. SHEET NO. K516 032



		Ex. Tree I	nfo	rmatior	1
<u>Tree #</u>	Botanical Name	<u>Common Name</u>	<u>Dia.</u>	<u>Condition</u>	<u>Comments</u>
40	Gleditisia triacanthos	Honeylocust	2	Fair	Mechanical damage on trunk
41	Pyrus calleryana	Bradford Pear	9	Fair	Epicormic branching, dieback, canker
42	Pyrus calleryana	Bradford Pear	8	Fair	Epicormic branching, seam along trunk
43	Gleditisia triacanthos	Honeylocust	2	Good	
44	Gleditisia triacanthos	Honeylocust	3	Good	
60	Acer platanoides Crimson King	Crimson King Norway Maple	2	Good	
61	Gleditisia triacanthos	Honeylocust	7	Good	
62	Pyrus calleryana	Bradford Pear	20	Poor	Dieback, large seams (12", 6")
63	Pyrus calleryana	Bradford Pear	22	Poor	Trunk hallows (x2), dieback, epicormic branching

ESTIMATED QUANTITIE	S TI
DESCRIPTION	
Pavt, Rem	
HMA Surface, Rem	
Sidewalk, Rem	
Sidewalk, Brick Pavers, Rem	
Curb and Gutter, Rem	
Sewer, Rem, Less than 24 inch	
Sewer, Abandon, Less than 24 inch	
Dr Structure, Rem	
Lights Std Fdn, Rem	



NOWAK & FRAUS ENGINEERS

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SEAL

PROJECT

Maple Road Reconstruction Project 2020

CLIENT

<u>City of Birmingham</u>

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

Part of the S./N. 1/2of Section 25/36 Town 2 North, Range 10 East City of Birmingham, Oakland County, Michigan

SHEET E. Maple Road Sta. 20+00 to 23+00 Removal Plan

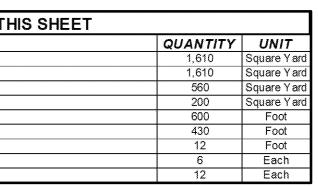


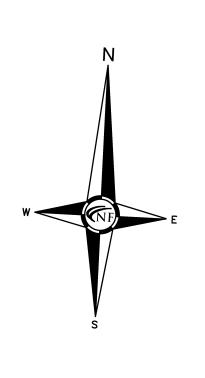
DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTAL 10-25-19 REVISED PER G.I. REVIEW 12-02-19 REVISED PER CITY REVIEW

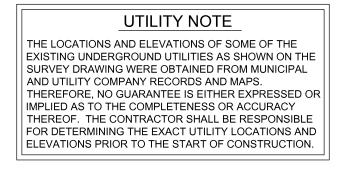
B. Buchholz DATE: 9-26-2018			
SCALE: $1'' = 20'$ NFE JOB NO.	10 	20 HEET NO 033	3 0.

REMOVAL NOTES:

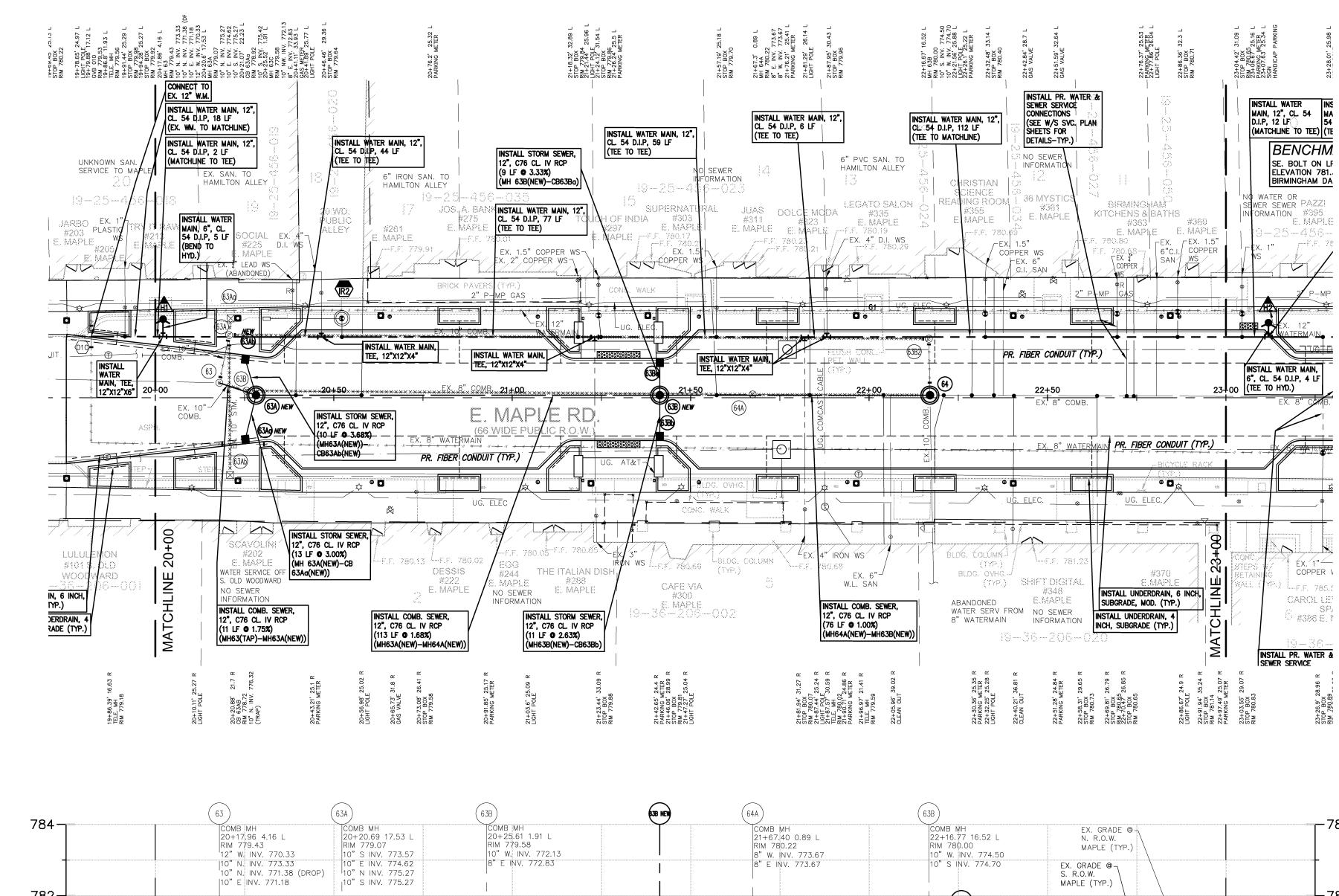
- PARKING METER HEADS TO BE REMOVED BY CITY DURING APPROPRIATE STAGES AND CONTRACTOR SHALL COORDINATE HIS WORK WITH THE CITYS WORK. AFTER THE CITY HAS REMOVED THE PARKING METER HEADS, THE CONTRACTOR SHALL REMOVE PARKING METER POSTS TO BE INCLUDED IN THE PAY ITEM "STATION GRADING, MODIFIED".
- 2. EX. LIGHT POLE ARMS AND SHAFTS ARE TO BE REMOVED/RELOCATED BY DTE. CONTRACTOR SHALL REMOVE THE EX. LIGHT POLE CONCRETE FOUNDATIONS UNDER PAY ITEM "LIGHT STD FDN, REM". CONTRACTOR SHALL REMOVE SIDEWALK AS NEEDED AND COORDINATE WITH DTE CONTRACTOR TO ALLOW THIS WORK TO OCCUR IMMEDIATELY AFTER REMOVALS.
- SEE TRAFFIC SIGNALIZATION PLAN SHEETS FOR ALL SIGNAL RELATED 3. REMOVALS.
- 4. EXISTING TREE INFORMATION IS PROVIDED FOR REFERENCE PURPOSES ONLY ALL NECESSARY TREE REMOVALS SHALL BE PERFORMED BY OTHERS, REMOVAL OF TREE STUMPS SHALL BE INCLUDED IN THE PAY ITEM "STATION GRADING, MOD.
- SAWCUTTING FOR FULL-DEPTH REMOVALS SHALL BE CONSIDERED 5. INCLUDED IN THE CONTRACT PAY ITEMS FOR "PAVT, REM" AND
- "SIDEWALK. REM". CONTRACTOR SHALL MAINTAIN EXISTING SIDEWALK ADJACENT TO
- COMMERCIAL BUILDINGS AS LONG AS POSSIBLE.
- ALL SIGNS WITH GREEN BACKING OR STREET SIGNS ARE TO BE 7 SALVAGED. CONTRACTOR SHALL DISSASSEMBLE SIGNS TO BE SALVAGED AND DISPOSE OF ANY POSTS UNDER PAY ITEM "REMOVE AND SALVAGE EX. SIGNS". SALVAGED SIGNS TO BE STORED ON CITY PROPERTY. CONTRACTOR SHALL REINSTALL SIGNS PER THE PAVEMENT MARKING & PERMANENT SIGNAGE PLANS WHEN APPROPRIATE.
- SEWER PIPE BULKHEADS FOR PIPES LESS THAN OR EQUAL TO 12 INCHES 8. IN DIAMETER ARE TO BE INCLUDED IN THE PAY ITEM "SEWER, ABANDON, LESS THAN 24 INCH". SEWER STRUCTURE BULKHEADS AT EXISTING STRUCTURES TO REMAIN SHALL BE PAID FOR USING APPLICABLE PAY ITEMS (SEE WATER & SEWER PLAN SHEETS FOR DETAILS AND QUANTITIES)
- NECESSARY LANE CLOSURES REQUIRED ON WOODWARD AVE. DURING WORK IN INTERSECTION MUST BE PERFORMED IN ACCORDANCE WITH DETOUR PLANS AND APPROVED M.D.O.T. PERMIT. COORDINATE WORK SCHEDULE AS NECESSARY WITH MDOT OAKLAND TSC.

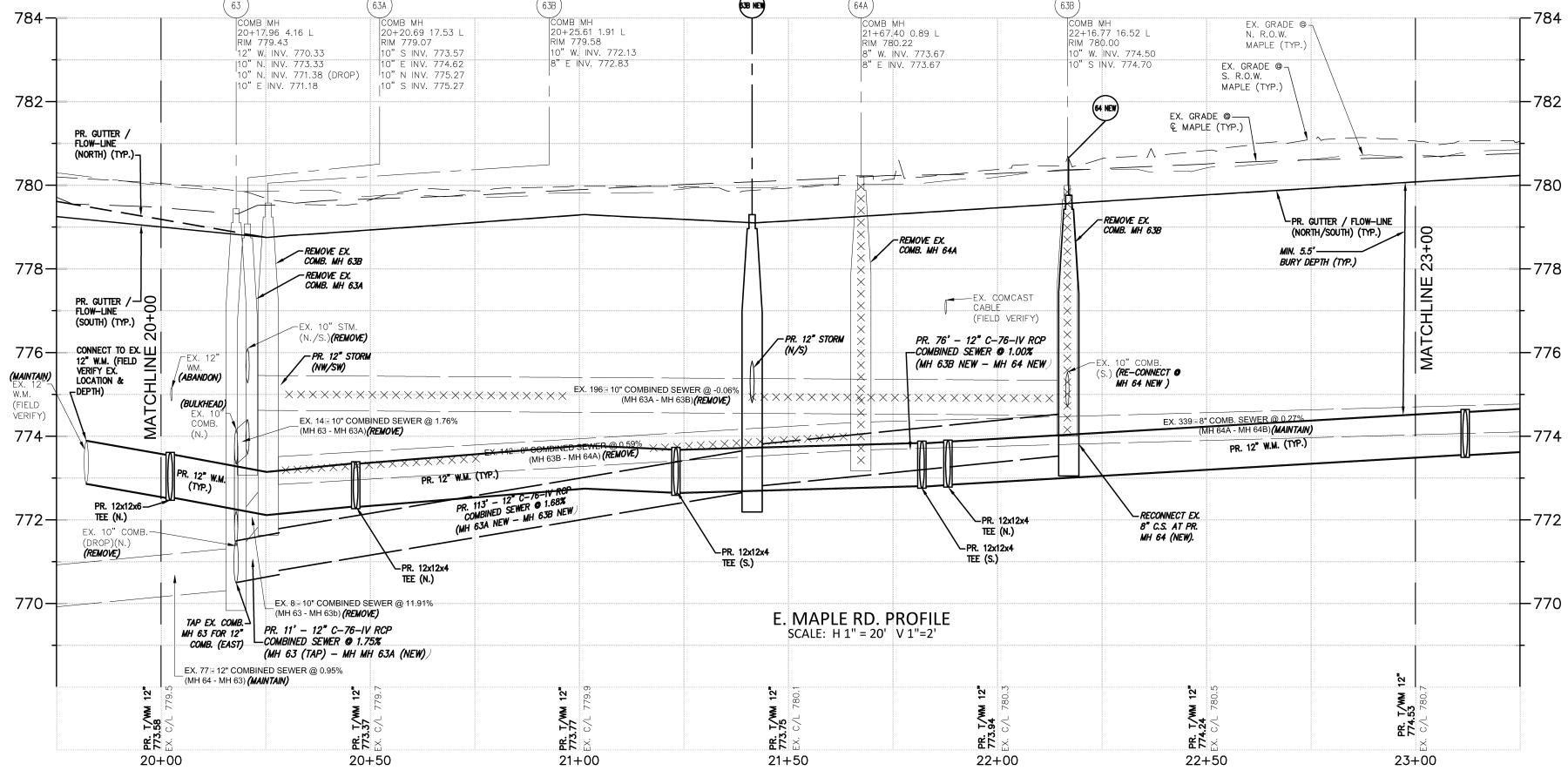


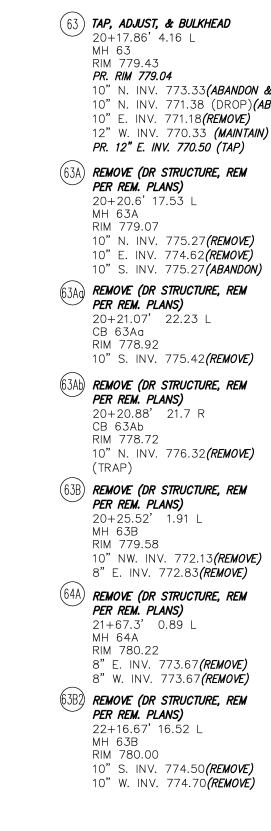




Ν				
		LEG	END	
	CLEAN-OUT	MANHOLE COMB SAN CS GVB GVW	- EXISTING SAN,	COMB SEWER
			RANT EXISTING WATE	ER MAIN
	RYCB Q	MANHOLE CB END S 	ection —(Existing Stof	RM SEWER
	EŪ(E THEPHONE	EXISTING BURI	ed cables
	GŪ <u>GAS</u> GŪ <u>GAS</u> GAS MA	NRKER GAS V	≫ ₩— EXISTING GAS VALVE	MAIN
	UTILITY POLE			ES
	⊗ ^R	RECORD CURB STO LOCATION (APPROX	·····	em. (by others)
		LANDSCAPE BED	··/ X REM. PF	RKG. MTR. POST
	S	EX. SOIL BORING	🚫 lights	STD. FDN, REM
	∟∕S # ● ᠿ ® @	PUBLIC PHONE	·x·x·x·x· CURB &	GUTTER, REM
	l 🔘	WELL		
	-	PUMP SIGN		HMA SURFACE, REM & PAVT, REM
	0	POST/BOLLARD		-
	യ	PARKING METER		HMA SURFACE, REM
	• &	MAIL BOX		
		ROCK/BOULDER		PAVT, REM
	d d	SPRINKLER VALVE E		SIDEWALK, REM
	Õ	FOUND PROPERTY I		
	A	DOWNSPOUT		SIDEWALK, BRICK
	×000.00	GROUND ELEVATION		PAVERS, REM







MSTALL STA 20+23.19, 20.00' L HYDRANT & ASSEMBLY PR. F.G. 779.70

PR. T/PIPE 774.20

SEWER STRUCTURE SCHEDULE

63A INSTALL NEW PR. STA 20+28.24 0.69' L

PR. RIM 778.95

& DUAL INLETS

PR. RIM 778.75

& DUAL INLETS

PR. RIM 778.75

NEW PR. STA 21+41.37' 0.69' L

PR. RIM 779.30

4' DIA. COMB. SEWER MH.

PR. 12" W. INV. 772.69

PR. 12" E. INV. 772.79

PR. 12" N. INV. 774.80

6380 INSTALL PR. STA 21+41.37' 9.71' L

PR. RIM 779.10

PR. RIM 779.10

64 CONSTRUCT ON-LINE

PR. RIM 779.76

4' DIA. STORM CB W/ 2' SUMP

PR. 12" S. INV. 775.10 (TRAP)

, PR. STA 21+41.37' 10.71' R

4' DIA. STORM CB W/ 2' SUMP

PR. 12" N. INV. 775.10 (TRAP)

EX. 10" S. INV. 774.60± (FIELD VERIFY, RECONNECT)

EX. 8" E. INV. 773.80± (FIELD VERIFY, RECONNECT)

PR. STA 22+17.07' 0.69' L

4' DIA. COMB. SEWER MH.

PR. 12" W. INV. 773.55

PR. 12" S. INV. 774.80

63A0 INSTALL

63Ab INSTALL

(63B) INSTALL

(63Bb) INSTALL

4' DIA. COMB. SEWER MH.

PR. 12" W. INV. 770.69

PR. 12" E. INV. 770.79

PR. 12" N.W. INV. 774.37

PR. 12" S.W. INV. 774.37

PR. STA 20+25.25' 11.60' R

4' DIA. STORM CB W/ 2' SUMP

PR. 12" N.E. INV. 774.75 (TRAP)

PR. STA 20+25.25' 10.63' L

4' DIA. STORM CB W/ 2' SUMP

PR. 12" S.E. INV. 774.75 (TRAP)

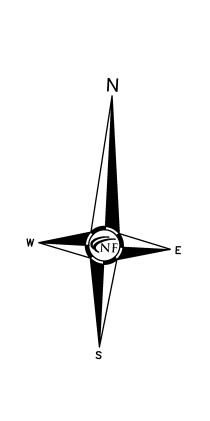
10" N. INV. 773.33**(ABANDON & B.H.)** 10" N. INV. 771.38 (DROP) (ABANDON)

WATER MAIN SCHEDULE



(NSTALL) STA 20+52.28, 21.717' L IRRIGATION METER PIT W/ 1.5" WATER SERVICE (PER IRRIGATION PLANS AND PROJECT DETAIL SHEET) PR. RIM 779.65

ESTIMATED QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITY	UNIT
Erosion Control, Inlet Protection, Fabric Drop	6	Each
Dr Structure Cover, Adj, Case 2	1	Each
Gate Box, Adj, Case 1	1	Each
Jnderdrain, Subgrade, 6 inch, Modified	600	Foot
Jnderdrain, Subgrade, 4 inch	350	Foot
Dr Structure, 48 inch Dia, Storm Catch Basin	4	Each
Dr Structure, 48 inch Dia, Combined Sewer Manhole	3	Each
Dr Structure, Tap, 12 inch	1	Each
Sewer, CI-IV, 12 inch, Tr Det A, Storm Sewer	43	Foot
Sewer, CI-IV, 12 inch, Tr Det A, Combined Sewer	200	Foot
Water Main, DI, 6 inch, Tr Det A	5	Foot
Water Main, DI, 12 inch, Tr Det A	300	Foot
Fire Hydrant Assembly, Complete	1	Each
Bulkhead Sewer Structure, 10 inch	1	Each
Veter Pit Assembly	1	Each



R DETERN	HE CONTRACTOR SHALL /INING THE EXACT UTILI PRIOR TO THE START O	TY LOCATIONS AND	
	LEGE		1
CLEAN-OUT 	COMB SAN 	EXISTING SAN/COMB SEWER	
RYCE —	MANHOLE CB END SECTI		
	E TELEPHONE	EXISTING BURIED CABLES	
MÉTER GŪI <u>G</u> A	.GV.		
		OVERHEAD LINES	
⊗ ^R	STRAIN POLE GUY WR RECORD CURB STOP LOCATION (APPROX.)	e Pr. dr. structure, manhole	
L∕S ● ⊖	LANDSCAPE BED EX. SOIL BORING PUBLIC PHONE	PR. DR. STRUCTURE, STORM INLET OR CATCH BASIN	
¢ I I I I I I I I I I I I I I I I I I I	WELL	R. FIRE HYDRANT ASSEMBLY	
- 0 -	SIGN POST/BOLLARD	PR. GATE VALVE AND BOX	
0 0	PARKING METER MAIL BOX ROCK/BOULDER	 PR. CURB STOP & BOX PR. FIBER CONDUIT M.H. (PER FIBER CONDUIT PLANS) 	2
۵ اکتا	SPRINKLER VALVE BOX SPRINKLER HEAD FOUND PROPERTY MARKER	PR. PEDESTRIAN LIGHT POLE LOCATION	

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE

EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE

THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR

SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL

AND UTILITY COMPANY RECORDS AND MAPS.



NOWAK & FRAUS ENGINEERS

> CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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

SEAL

PROJECT

Maple Road **Reconstruction Project** 2020

CLIENT

⁸City of Birmingham

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

Part of the S./N. 1/2of Section 25/36 Town 2 North Range 10 East City of Birmingham, Oakland County, Michigan

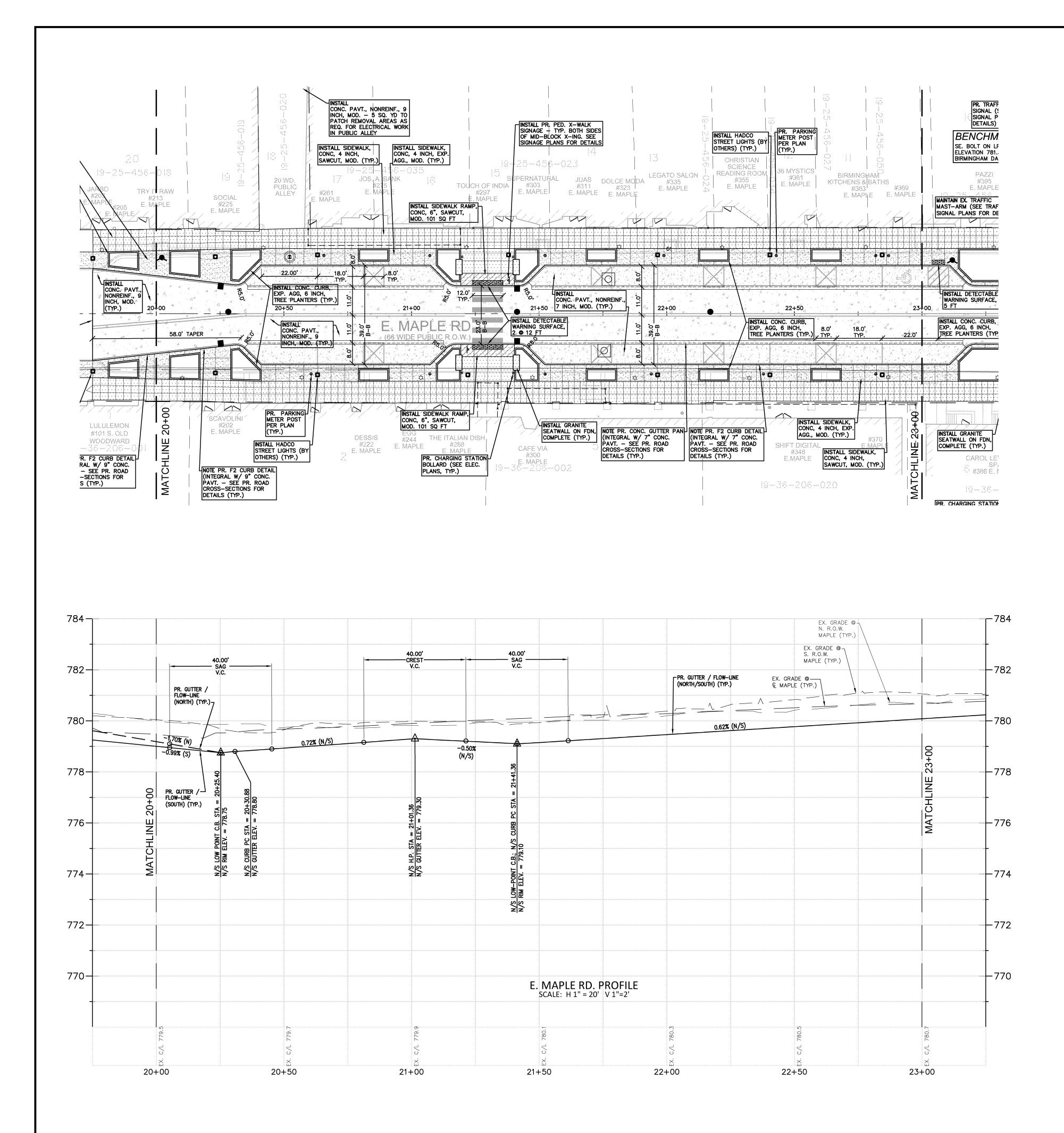
SHEET E. Maple Road Sta. 20+00 to 23+00 Water/ Sewer Plan & Profile



Call before you dig.

DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 9-11-19 CITY PLANNING LAYOUT UPDATES)-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL D-10-19 M.D.O.T. PERMIT SUBMITTAI 0-25-19 REVISED PER G.I. REVIEW 2-02-19 REVISED PER CITY REVIEW 2-18-19 REVISED PER MDOT DRAWN BY: G. Viju DESIGNED BY: P. Tulikangas APPROVED BY: B. Buchholz

DATE: 9-26-2018 CALE: 1'' = 20'NFE JOB NO SHEET NO. K516 034





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CIVIL ENGINEERS Land Surveyors Land Planners

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SEAL

W CNF

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Maple Road Reconstruction Project 2020

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<u>City of Birmingham</u>

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

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SHEET E. Maple Road Sta. 20+00 to 23+00 Construction Plan

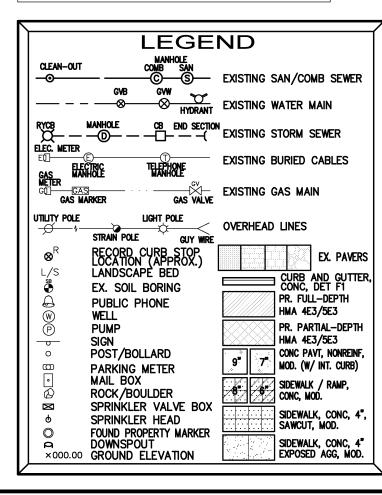


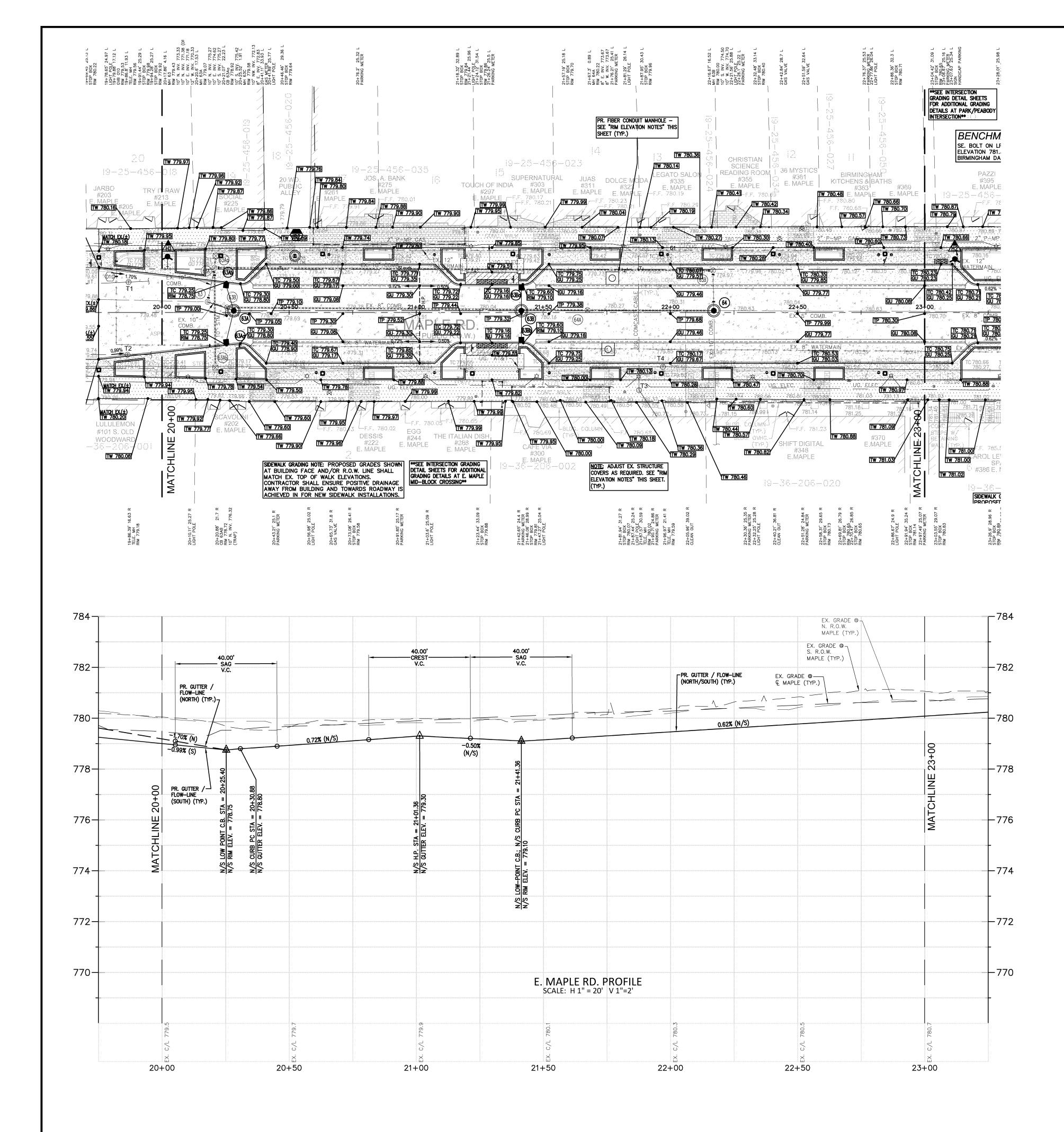
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20	

DESCRIPTION	QUANTITY	UNIT
Station Grading, Modified	3	Sta
Aggregate Base, 8 inch	1,255	Square Yard
Conc Pavt, Nonreinf, 9 inch, Modified	717	Square Yard
Conc Pavt, Nonreinf, 7 inch, Modified	478	Square Yard
Sidewalk, Ramp, Conc, 6 inch, Modified	202	Square Foot
Sidewalk, Conc, 4 inch, Sawcut, Modified	5,370	Square Foot
Sidewalk, Conc, 4 inch, Exposed Agg, Modified	2,940	Square Foot
Detectable Warning Surface, Cast Iron	24	Foot
Curb, Conc, Exposed Agg, 6 inch, Tree Planters	590	Foot
Granite Seatwall on Fdn, Complete	24	Foot

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.





DF	RY UTILITY	STRUCTU	RE
AC	JUSTMEN	T SCHEDL	JLE*
	NTRACTOR SHALL		
	VICE PROVIDERS		
NO.	STATION	OFFSET	EX. RIM ELE
T 7	074 04 : 07 57		700.00
Т3 Т4	STA. 21+87.57 STA. 21+96.97	30.59' RIGHT 24.41' RIGHT	780.02 779.59

RIM ELEVATION NOTES

SHALL HAVE RIM ELEVATIONS ADJUSTED IN ACCORDANCE WITH PROPOSED RIM ELEVATIONS INDICATED ON ASSOCIATED WATER & SEWER PLAN SHEETS. PROPOSED DRY UTILITY STRUCTURE RIM ELEVATIONS FOR FIBER CONDUIT MANHOLES, TRAFFIC SIGNAL STRUCTURES, ETC., SHALL BE ESTABLISHED DURING CONSTRUCTION LAYOUT OF PROJECT.



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SEAL

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CLIENT

Lity of Birmingham

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

Part of the S./N. 1/2 of Section 25/36 Town 2 North Range 10 East City of Birmingham, Oakland County, Michigan

SHEET E. Maple Road Sta. 20+00 to 23+00 Grading Plan & Road Profile



Know what's **below Call** before you dig.

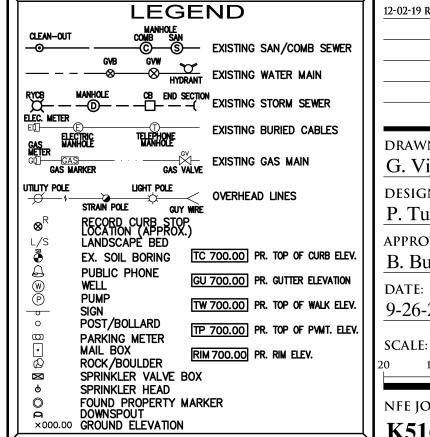
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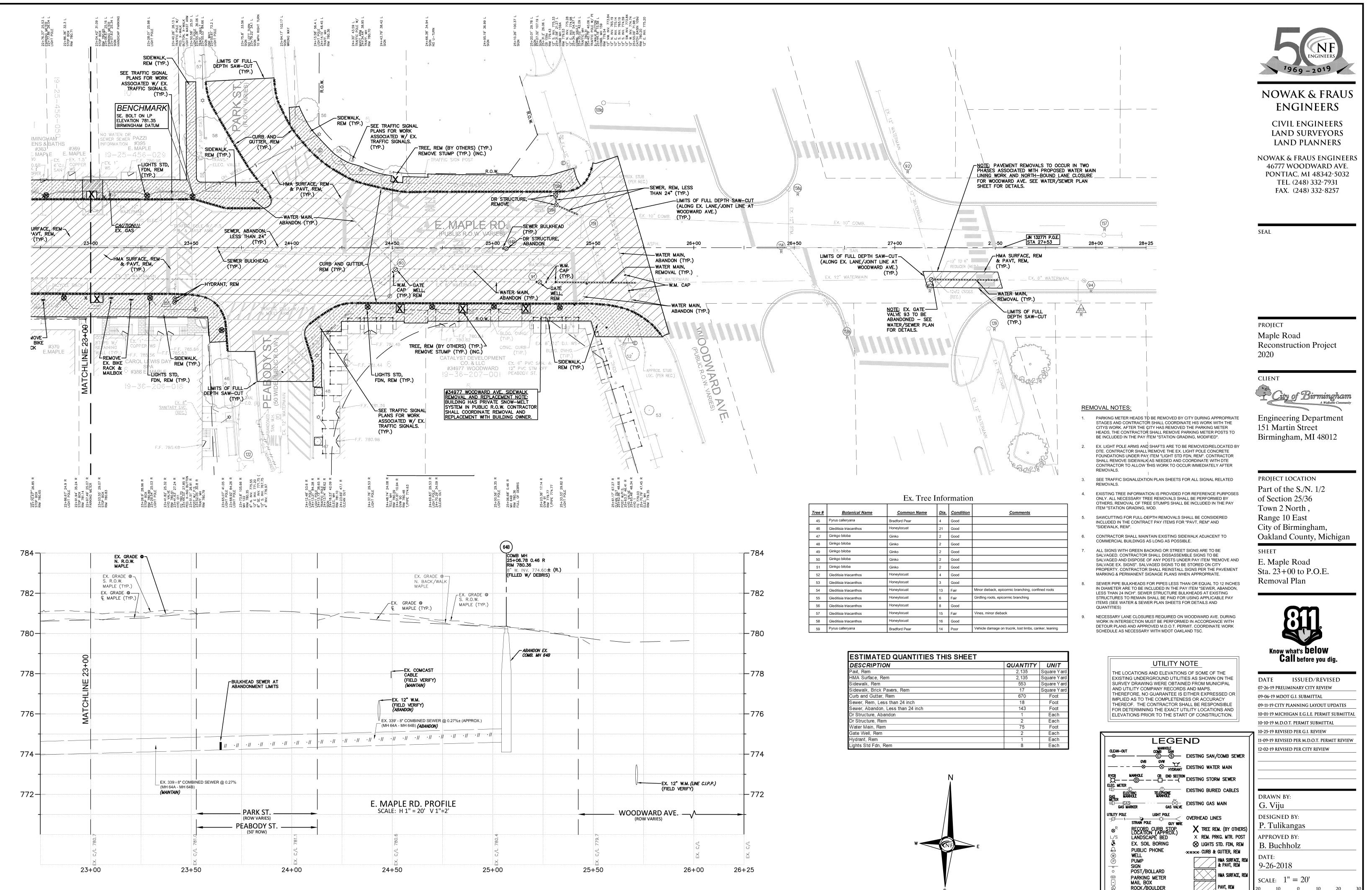
ADJUSTMENT W/ APPLICABLE UTILITY WORK. ADJUSTMENTS SHALL BE



EXISTING WATER AND SEWER UTILITY STRUCTURES THAT SHALL REMAIN IN SERVICE

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.





Tree #	Botanical Name	<u>Common Name</u>	<u>Dia.</u>
45	Pyrus calleryana	Bradford Pear	4
46	Gleditisia triacanthos	Honeylocust	21
47	Ginkgo biloba	Ginko	2
48	Ginkgo biloba	Ginko	2
49	Ginkgo biloba	Ginko	2
50	Ginkgo biloba	Ginko	2
51	Ginkgo biloba	Ginko	2
52	Gleditisia triacanthos	Honeylocust	4
53	Gleditisia triacanthos	Honeylocust	3
54	Gleditisia triacanthos	Honeylocust	13
55	Gleditisia triacanthos	Honeylocust	6
56	Gleditisia triacanthos	Honeylocust	8
57	Gleditisia triacanthos	Honeylocust	15
58	Gleditisia triacanthos	Honeylocust	16
59	Pyrus calleryana	Bradford Pear	14

ROCK/BOULDER SPRINKLER VALVE BOX

SPRINKLER HEAD FOUND PROPERTY MARKER DOWNSPOUT ×000.00 GROUND ELEVATION SIDEWALK, REM

SIDEWALK, BRICK PAVERS, REM

NFE JOB NO

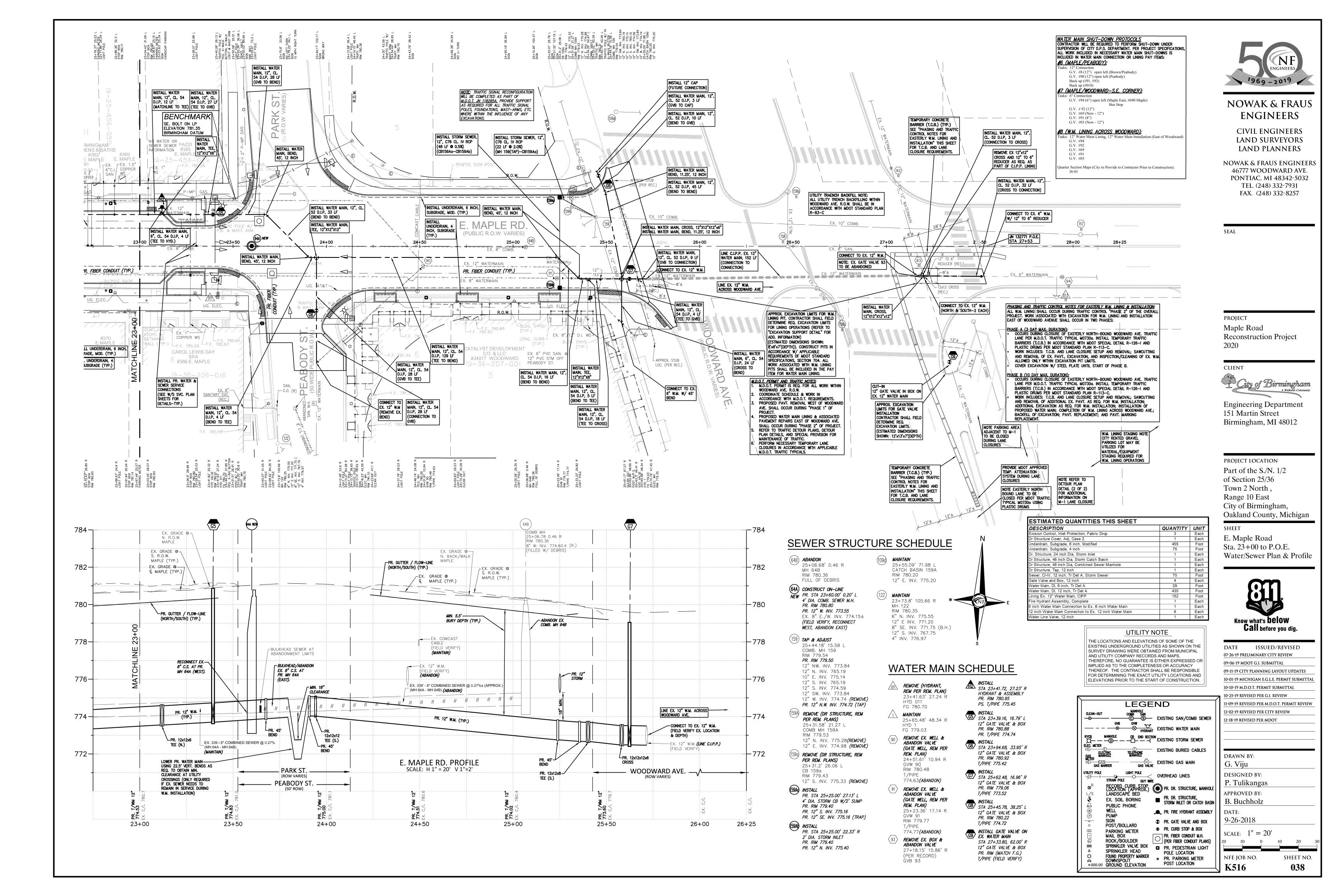
K516

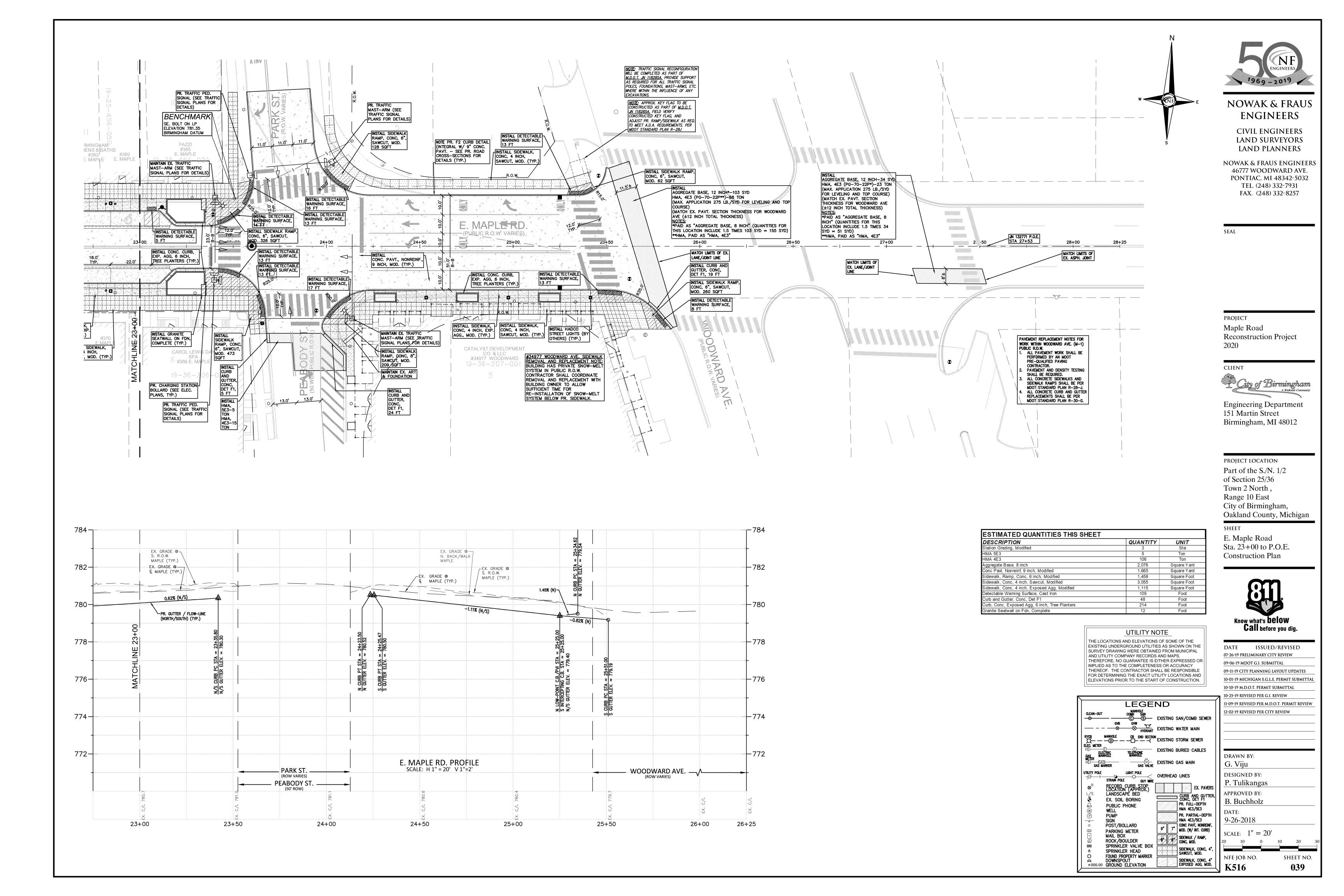
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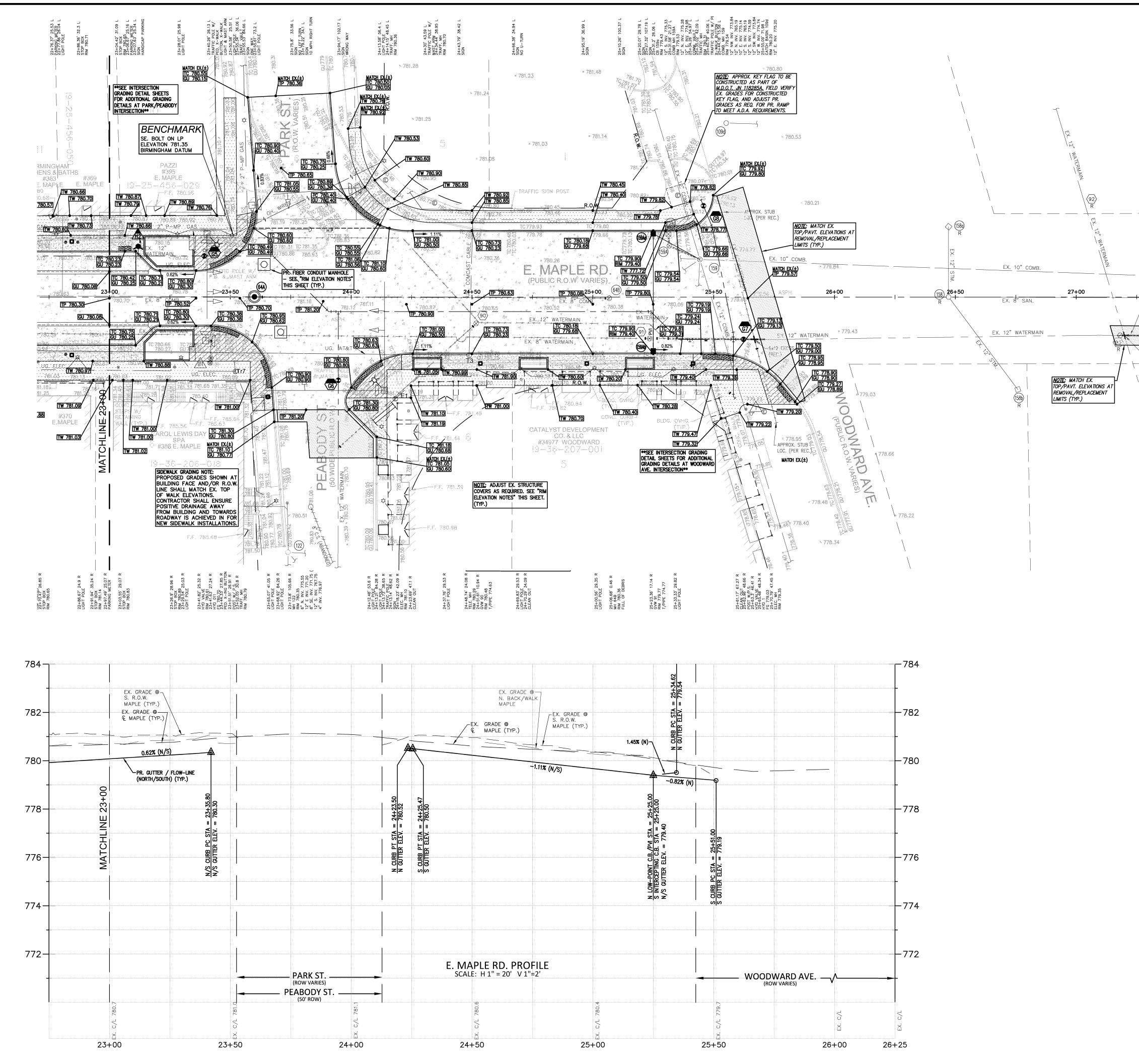
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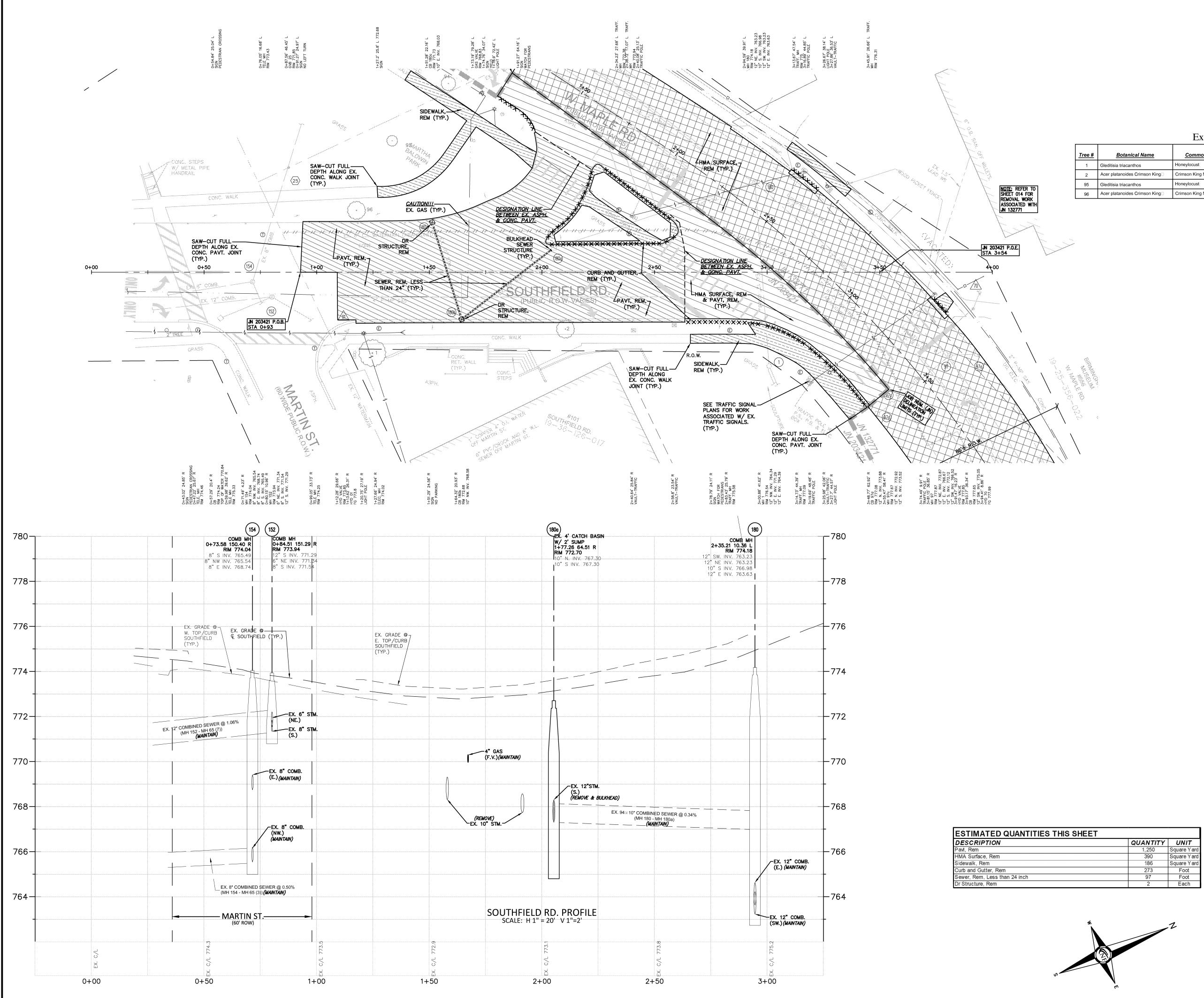
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	-	SEAL
T12" TO 6" REDUCER (REC.) EX6" WATERMAIN 94 R		PROJECT Maple Road Reconstruction Project 2020
EX. 12" WATEFAMAIN		CLIENT CLIENT City of Birmingham, Awakabe community Engineering Department 151 Martin Street Birmingham, MI 48012 PROJECT LOCATION Part of the S./N. 1/2
DRY UTILITY STRUCTURE ADJUSTMENT SCHEDULE* *CONTRACTOR SHALL COORDINATE ALL REQUIRED SERVICE PROVIDERS TO OCCUR PRIOR TO PAVING PERFORMED BY UTILITY SERVICE PROVIDERS.NO.STATIONOFFSETEX. RIM ELLTr7STA. 23+52.0530.80' RIGHT780.79E1STA. 24+18.2342.09' RIGHT781.10T3STA. 24+48.7424.08' RIGHT780.29EIMEDEVATION NOTES1.EXISTING WATER AND SEWER UTILITY STRUCTURE SHALL HAVE RIM ELEVATIONS ADJUSTED IN AC ELEVATIONS INDICATED ON ASSOCIATED WAT	WORK. ADJUSTMENTS SHALL BE EV. PR. RIM ELEV. PR. ADJ. REQ. 780.85 +0.06(RAISE) 781.10 HOLD 780.74 +0.45(RAISE) JRES THAT SHALL REMAIN IN SERVICE CORDANCE WITH PROPOSED RIM	of Section 25/36 Town 2 North , Range 10 East City of Birmingham, Oakland County, Michigan SHEET E. Maple Road Sta. 23+00 to P.O.E. Grading Plan & Road Profile
2. PROPOSED DRY UTILITY STRUCTURE RIM ELEV/ TRAFFIC SIGNAL STRUCTURES, ETC., SHALL BE LAYOUT OF PROJECT.		Know what's below
EXISTING U SURVEY DE AND UTILIT THEREFOR IMPLIED AS THEREOF. FOR DETEF ELEVATION	UTILITY NOTE TIONS AND ELEVATIONS OF SOME OF THE UNDERGROUND UTILITIES AS SHOWN ON THE RAWING WERE OBTAINED FROM MUNICIPAL Y COMPANY RECORDS AND MAPS. RE, NO GUARANTEE IS EITHER EXPRESSED OR TO THE COMPLETENESS OR ACCURACY THE CONTRACTOR SHALL BE RESPONSIBLE RMINING THE EXACT UTILITY LOCATIONS AND IS PRIOR TO THE START OF CONSTRUCTION. ELEGEND	Call before you dig. DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTAL 10-25-19 REVISED PER G.I. REVIEW 11-09-19 REVISED PER M.D.O.T. PERMIT REVIEW 12-02-19 REVISED PER CITY REVIEW 12-02-19 REVISED PER CITY REVIEW
C → → → → → → → → → → → → → → → → → → →	COME COME SEVER CVB CVW CVB CVW CVB CVW CVB CVW CVB CVW CVB CVW CVB CVW CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVW CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB CVB	DRAWN BY: G. Viju DESIGNED BY: P. Tulikangas APPROVED BY: B. Buchholz DATE: 9-26-2018 SCALE: $1'' = 20'$ 20 10 0 10 20 30 NFE JOB NO. SHEET NO. K516 040



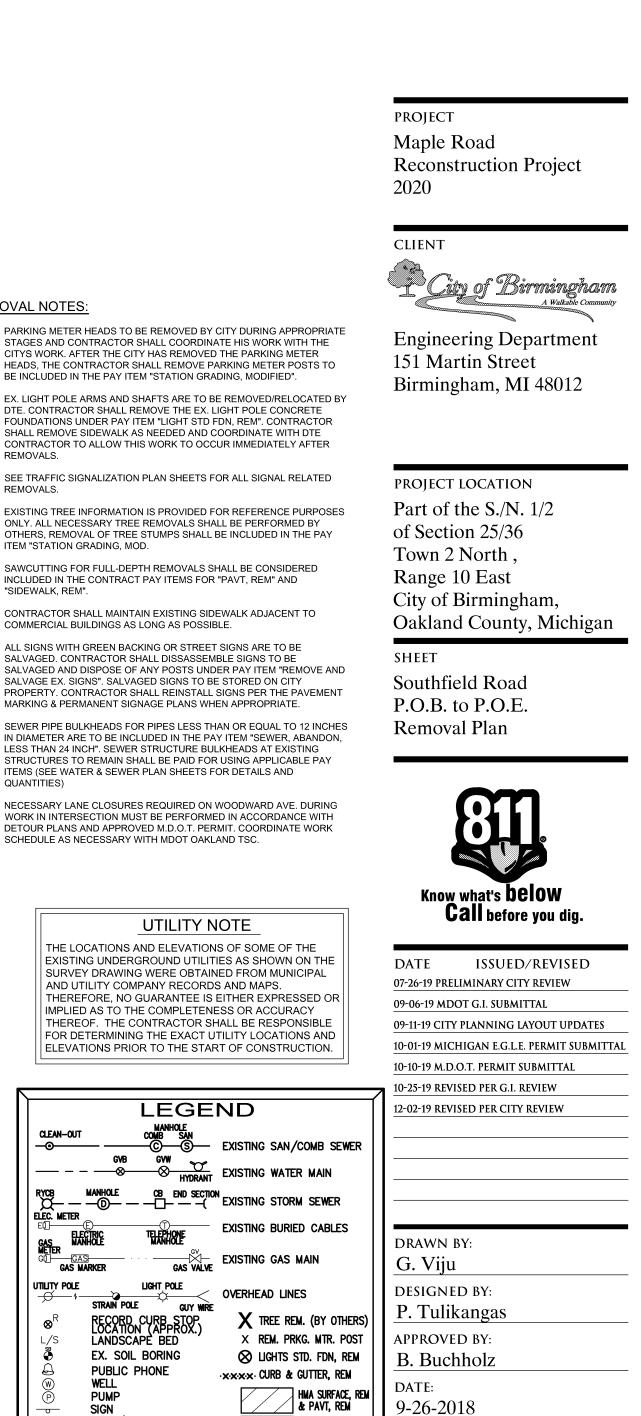


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SEAL



Ex. Tree Information

[Tree #	Botanical Name	<u>Common Name</u>	<u>Dia.</u>	<u>Condition</u>	<u>Comments</u>
	1	Gleditisia triacanthos	Honeylocust	15	Good	
	2	Acer platanoides Crimson King	Crimson King Norway Maple	8	Fair	Mechanical damage on roots, seam on trunk
	95	Gleditisia triacanthos	Honeylocust	5	Good	
	96	Acer platanoides Crimson King	Crimson King Norway Maple	9	Fair	Major dieback

REMOVAL NOTES:

- PARKING METER HEADS TO BE REMOVED BY CITY DURING APPROPRIATE STAGES AND CONTRACTOR SHALL COORDINATE HIS WORK WITH THE CITYS WORK. AFTER THE CITY HAS REMOVED THE PARKING METER HEADS, THE CONTRACTOR SHALL REMOVE PARKING METER POSTS TO 1. BE INCLUDED IN THE PAY ITEM "STATION GRADING, MODIFIED".
- EX. LIGHT POLE ARMS AND SHAFTS ARE TO BE REMOVED/RELOCATED BY DTE. CONTRACTOR SHALL REMOVE THE EX. LIGHT POLE CONCRETE FOUNDATIONS UNDER PAY ITEM "LIGHT STD FDN, REM". CONTRACTOR SHALL REMOVE SIDEWALK AS NEEDED AND COORDINATE WITH DTE CONTRACTOR TO ALLOW THIS WORK TO OCCUR IMMEDIATELY AFTER REMOVALS.
- 3. SEE TRAFFIC SIGNALIZATION PLAN SHEETS FOR ALL SIGNAL RELATED REMOVALS.
- 4. EXISTING TREE INFORMATION IS PROVIDED FOR REFERENCE PURPOSES ONLY. ALL NECESSARY TREE REMOVALS SHALL BE PERFORMED BY OTHERS, REMOVAL OF TREE STUMPS SHALL BE INCLUDED IN THE PAY ITEM "STATION GRADING, MOD.
- 5. SAWCUTTING FOR FULL-DEPTH REMOVALS SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PAY ITEMS FOR "PAVT, REM" AND "SIDEWALK, REM".
- 6. CONTRACTOR SHALL MAINTAIN EXISTING SIDEWALK ADJACENT TO COMMERCIAL BUILDINGS AS LONG AS POSSIBLE.
- 7. ALL SIGNS WITH GREEN BACKING OR STREET SIGNS ARE TO BE SALVAGED. CONTRACTOR SHALL DISSASSEMBLE SIGNS TO BE SALVAGED AND DISPOSE OF ANY POSTS UNDER PAY ITEM "REMOVE AND SALVAGE EX. SIGNS". SALVAGED SIGNS TO BE STORED ON CITY PROPERTY. CONTRACTOR SHALL REINSTALL SIGNS PER THE PAVEMENT
- 8. SEWER PIPE BULKHEADS FOR PIPES LESS THAN OR EQUAL TO 12 INCHES IN DIAMETER ARE TO BE INCLUDED IN THE PAY ITEM "SEWER, ABANDON. LESS THAN 24 INCH". SEWER STRUCTURE BULKHEADS AT EXISTING STRUCTURES TO REMAIN SHALL BE PAID FOR USING APPLICABLE PAY ITEMS (SEE WATER & SEWER PLAN SHEETS FOR DETAILS AND QUANTITIES)
- 9. NECESSARY LANE CLOSURES REQUIRED ON WOODWARD AVE. DURING WORK IN INTERSECTION MUST BE PERFORMED IN ACCORDANCE WITH DETOUR PLANS AND APPROVED M.D.O.T. PERMIT. COORDINATE WORK SCHEDULE AS NECESSARY WITH MDOT OAKLAND TSC.

CLEAN-OUT

ELEC. METER

UTILITY POLE

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GAS GAS MARKER

STRAIN POLE

PUMP

SIGN

POST/BOLLARD

PARKING METER

ROCK/BOULDER SPRINKLER VALVE BOX

SPRINKLER HEAD

© FOUND PROPERTY MARKER DOWNSPOUT ×000.00 GROUND ELEVATION

MAIL BOX

HMA SURFACE, REI

SIDEWALK, REM

SIDEWALK, BRICK PAVERS, REM

PAVT, REM

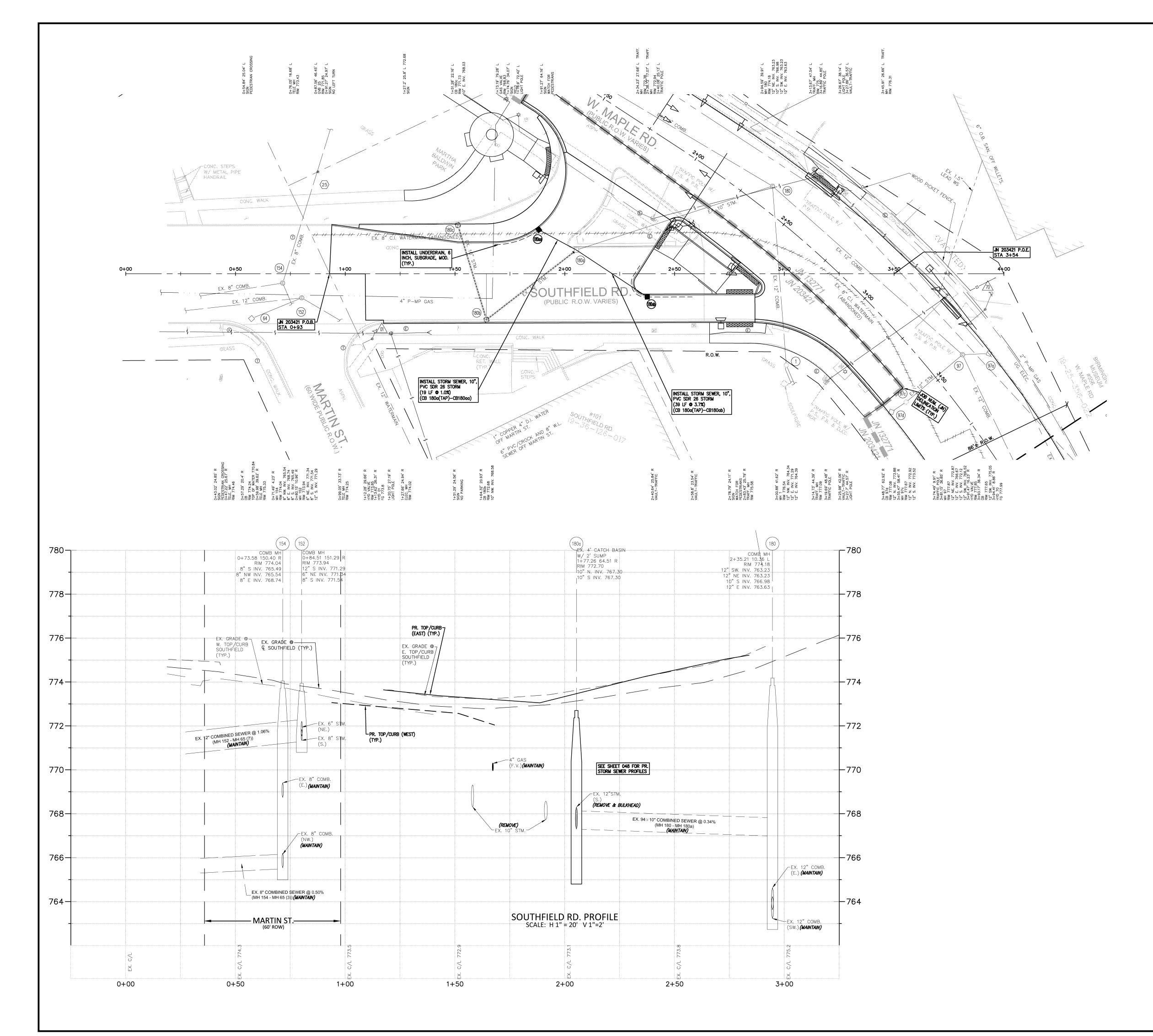
SCALE: 1'' = 20'

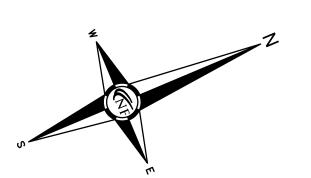
SHEET NO.

041

NFE JOB NO

K516





SEWER STRUCTURE SCHEDULE

1) **MAINTAIN** 3+00.88' 41.62' R MH 1

RIM 776.54 12" NW. INV. 764.34 12" E. INV. 771.29 12" E. INV. 764.39 (154) **MAINTAIN** 0+71.49' 4.23' R MH 154 RIM 774.04 8"NW. INV. 765.54 8"E. INV. 768.74 8"S. INV. 765.49

(64) MAINTAIN 0+57.29' 20.4' R CB RIM 774.24 TOP OF WATER 770.84

- (97) MAINTAIN 97c) MAINTAIN
- (180) MAINTAIN
- MAINTAIN
- MAINTAIN

(152) **MAINTAIN** 0+80.15' 10.96' R MH 152 RIM 773.94 6" NE. INV. 771.34 8" S. INV. 771.54 12" S. INV. 771.29

(1800) TAP, BULKHEAD, ADJUST & INSTALL EJW 1040-A FRAME & COVER 1+77.26' 64.51' R CB 180a RIM 772.70 PB FW 772.00

- *PR. RIM 772.70 PR. RIM 772.00* 10" N. INV. 767.30 (MAINTAIN) 10" S. INV. 767.30 (BULKHEAD) *PR. 10" S.W. INV. 767.40 (TAP) PR. 10" N.E.. INV. 768.00 (TAP)*
- (180c) **REMOVE (DR STRUCTURE, REM PER REM. PLANS)** 1+51.28' 22.16' L CB 180c RIM 771.73 10" E. INV. 768.03 **(REMOVE)**
- (180b) **REMOVE (DR STRUCTURE, REM PER REM. PLANS)** 1+64.32' 20.93' R CB 180b RIM 772.68
- 10" NW. INV. 768.58 **(Remove)** (1800) INSTALL PR. STA 1+88.19' 20.00' L 2' DIA. STORM INLET
- PR. RIM 771.20 PR. 10" N.E. INV. 767.60
- (800) INSTALL PR. STA 2+37.55' 10.57' R 2' DIA. STORM INLET PR. RIM 773.45 PR. 10" S.W. INV. 769.45

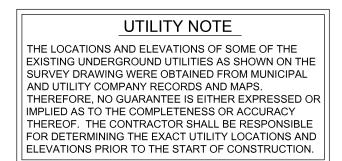
WATER MAIN SCHEDULE

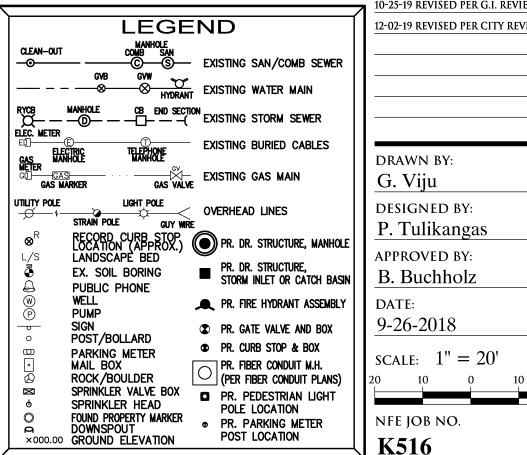
MAINTAIN 1+13.62'26.31'R HYD 01 FG 773.8 $\angle H01$

HTO SEE SHEET 70

25 **MAINTAIN** 0+87.56' 46.45' L GVB 25 RIM 771.85

ESTIMATED QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITY	UNIT
Erosion Control, Inlet Protection, Fabric Drop	7	Each
Dr Structure Cover, Adj, Case 2	1	Each
Underdrain, Subgrade, 6 inch, Modified	60	Foot
Dr. Structure, 24 inch Dia, Storm Inlet	2	Each
Dr Structure, Tap, 10 inch	2	Each
Sewer, PVC SDR 26, 10 inch, Tr Det A, Storm Sewer	58	Foot
Bulkhead Sewer Structure, 10 inch	1	Each







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PROJECT Maple Road **Reconstruction Project** 2020

SEAL

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Engineering Department 151 Martin Street Birmingham, MI 48012

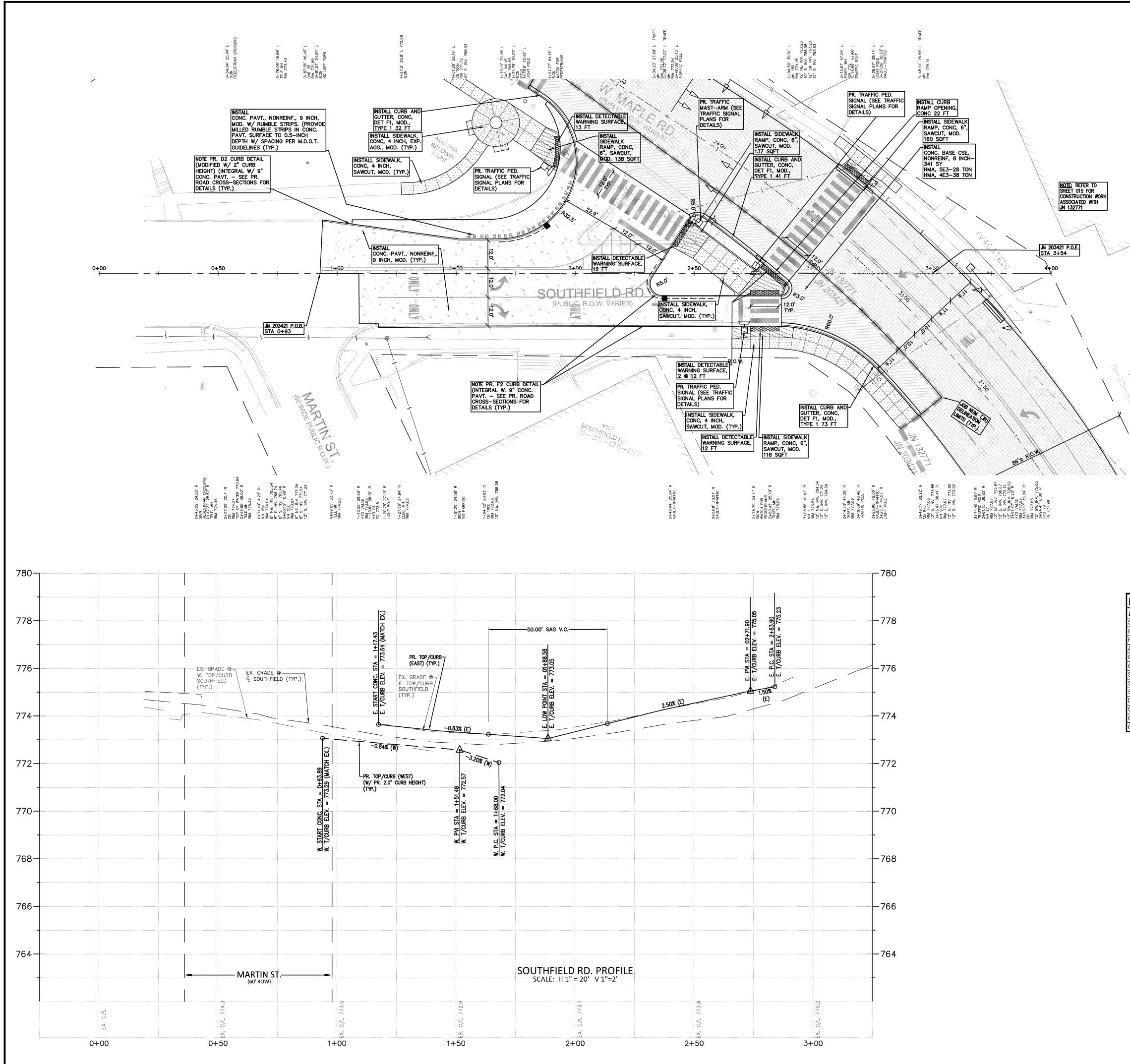
PROJECT LOCATION Part of the S./N. 1/2 of Section 25/36 Town 2 North, Range 10 East City of Birmingham, Oakland County, Michigan SHEET Southfield Road

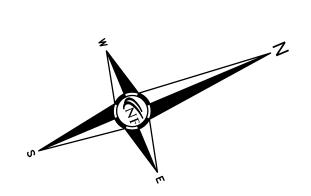
P.O.B. to P.O.E. Water/Sewer Plan & Profile



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	10	20	3
DATE: 9-26-2018 SCALE: 1'' = 20'			
DESIGNED BY: <u>P. Tulikangas</u> APPROVED BY: B. Buchholz			
drawn by: G. Viju			







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PROJECT LOCATION

Part of the S./N. 1/2 of Section 25/36 Town 2 North , Range 10 East City of Birmingham, Oakland County, Michigan

SHEET Southfield Road P.O.B. to P.O.E. Construction Plan



DATE ISSUED/REVISED 07-26-19 PRELIMINARY CITY REVIEW 09-06-19 MDOT G.I. SUBMITTAL 09-11-19 CITY PLANNING LAYOUT UPDATES 10-01-19 MICHIGAN E.G.L.E. PERMIT SUBMITTAL 10-10-19 M.D.O.T. PERMIT SUBMITTAL 10-25-19 REVISED PER G.I. REVIEW 12-02-19 REVISED PER CITY REVIEW 12-18-19 REVISED PER MDOT

20 10 0 NFE JOB NO.	10 S F	20 HEET N	3 O.
DATE: <u>9-26-2018</u> SCALE: $1'' = 20'$			
APPROVED BY: B. Buchholz			
DESIGNED BY: P. Tulikangas			
drawn by: G. Viju			

ESTIMATED QUANTITIES THIS SHEET			
DESCRIPTION	QUANTITY	UNIT	
Station Grading, Modified	4	Sta	
HMA 5E3	28	Ton	
HMA 4E3	38	Ton	
Aggregate Base, 8 inch	1,305	Square Yard	
Conc Pavt, Nonreinf, 9 inch, Modified	803	Square Yard	
Conc Pavt, Nonreinf, 9 inch, Modified, w/ Rumble Strips	98	Square Yard	
Sidewalk, Ramp, Conc, 6 inch, Modified	553	Square Foot	
Sidewalk, Conc, 4 inch, Sawcut, Modified	2,075	Square Foot	
Sidewalk, Conc, 4 inch, Exposed Agg, Modified	295	Square Foot	
Detectable Warning Surface, Cast Iron	61	Foot	
Curb Ramp Opening, Conc	22	Foot	
Curb and Gutter, Conc, Det F1, Modified, Type 1	146	Foot	
Concrete Base Cse, Nonreinf. 8 inch	341	Square Yard	

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

LEGEND

GVB GVW CONTERNAIN

GAS VALVE EXISTING GAS MAIN

OVERHEAD LINES

MANHOLE _____CB_END SECTION EXISTING STORM SEWER

TELEPHONE

LIGHT POLE C

RECORD CURB STOP LOCATION (APPROX.) LANDSCAPE BED

EX. SOIL BORING

PUBLIC PHONE

SIGN POST/BOLLARD

PARKING METER MAIL BOX ROCK/BOULDER SPRINKLER VALVE BOX

SPRINKLER HEAD

FOUND PROPERTY MARKER
 DOWNSPOUT
 ×000.00 GROUND ELEVATION

PUMP

EXISTING SAN/COMB SEWER

EXISTING BURIED CABLES

EX. PAVERS

PR. FULL-DEPTH

| hma 4e3/5e3 | pr. partial-depth

HMA 4E3/5E3

SIDEWALK, CONC, 4

SIDEWALK, CONC, 4" EXPOSED AGG, MOD.

CURB AND GUTTER

9" 7" CONC PAVT, NONREINF, MOD. (W/ INT. CURB)

SIDEWALK / RAMP, CONC, MOD.

CLEAN-OUT

ELEC. METER

UTILITY POLE

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L/S

6

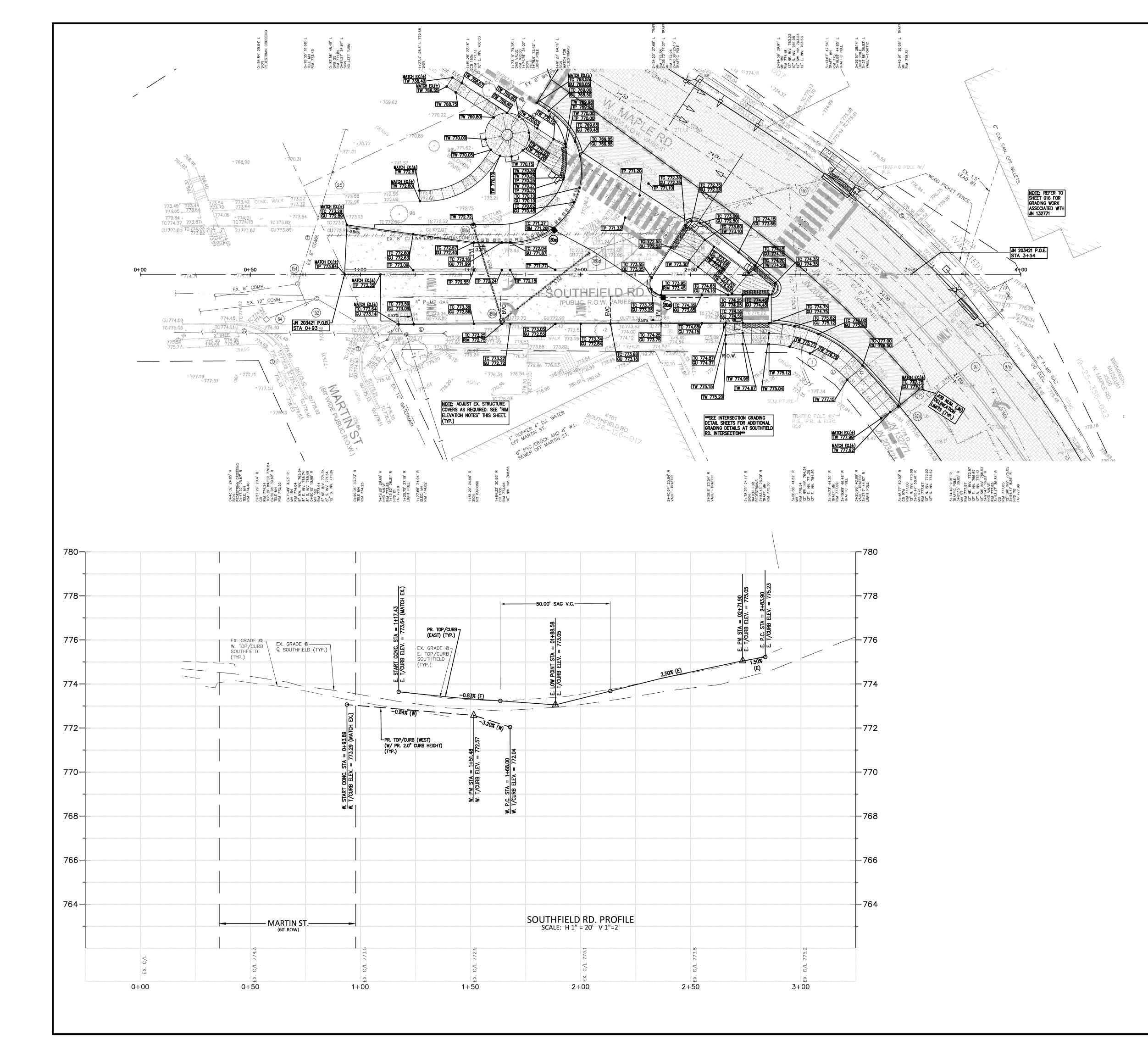
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ELECTRIC

GAS GAS MARKER





NOWAK & FRAUS
ENGINEERS

CIVIL ENGINEERS Land Surveyors Land Planners

NOWAK & FRAUS ENGINEERS 46777 WOODWARD AVE. Pontiac, mi 48342-5032 Tel. (248) 332-7931 Fax. (248) 332-8257

SEAL

PROJECT

Maple Road Reconstruction Project 2020

CLIENT

<u>ity of Birmingham</u>

Engineering Department 151 Martin Street Birmingham, MI 48012

PROJECT LOCATION

Part of the S./N. 1/2 of Section 25/36 Town 2 North , Range 10 East City of Birmingham, Oakland County, Michigan SHEET Southfield Road

P.O.B. to P.O.E. Grading Plan & Road Profile



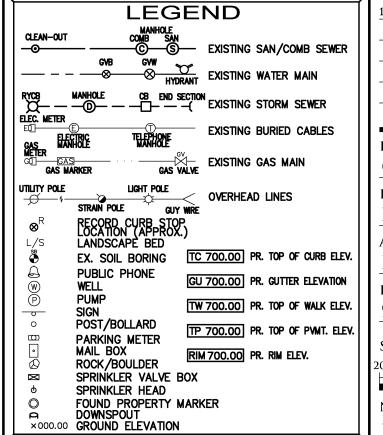
Know what's **below Call** before you dig.

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RIM ELEVATION NOTES

 EXISTING WATER AND SEWER UTILITY STRUCTURES THAT SHALL REMAIN IN SERVICE SHALL HAVE RIM ELEVATIONS ADJUSTED IN ACCORDANCE WITH PROPOSED RIM ELEVATIONS INDICATED ON ASSOCIATED WATER & SEWER PLAN SHEETS.
 PROPOSED DRY UTILITY STRUCTURE RIM ELEVATIONS FOR FIBER CONDUIT MANHOLES, TRAFFIC SIGNAL STRUCTURES, ETC., SHALL BE ESTABLISHED DURING CONSTRUCTION LAYOUT OF PROJECT.

> 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.



City of	Birmingham	MEMORANDUM
		Office of City Manager
DATE:	March 3, 2020	
TO:	City Commission	
FROM:	Joseph A. Valentine, City Manager	
SUBJECT:	Request for Closed Session Section 8	8(c)

It is requested that the city commission meet in closed session pursuant to the Open Meetings Act Section 8(c) regarding strategy and negotiations connected with negotiation of a collective bargaining agreement.

SUGGESTED RESOLUTION: To meet in closed session to discuss labor negotiations in accordance with Section 8(c) of the Open Meetings Act

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

City of Birmingham		MEMORANDUM	
		Human Resources Department	
DATE:	March 2, 2020		
TO:	Joseph A. Valentine, City	y Manager	
FROM:	Benjamin I. Myers, HR N	1anager Am	
SUBJECT:	-	Agreement and Contract Renewal with mand Officers Association	

The Birmingham Command Officers Association (BCOA), affiliated with the Command Officers Association of Michigan (COAM), represents three (3) Commanders and four (4) Lieutenants. The current Collective Bargaining Agreement expired on June 30, 2019.

The City and Union held several negotiation sessions beginning on May 13, 2019 and culminating in a settlement agreement reached on February 14, 2020. The Union membership ratified the attached settlement agreement on February 14th, and the agreement is now presented for consideration by the City Commission.

The primary features of the settlement agreement are:

- Three-year contract July 1, 2019 through June 30, 2022.
- A 2% wage adjustment in the first year of the contract, and a 2.5% wage adjustment in each of years two and three, consistent with recent labor settlements in nearby municipalities. A modest adjustment in Lieutenant and Commander pay in the second year to recognize internal equity and comparability with Fire Command.
- Increased health insurance deductibles and out-of-pocket maximums, and higher prescription and emergency room co-pays.

The primary economic provisions are consistent with the City's overall bargaining strategy of balancing wages with health care and other benefits costs, and continue the trend on increased employee cost sharing for health care coverages.

The Human Resources Department recommends approval of the settlement agreement.

SUGGESTED RESOLUTION:

To approve the settlement agreement of February 14, 2020 between the City and BCOA/COAM for a renewal of the collective bargaining agreement through June 30, 2022. Further, to authorize the transfer of the appropriate funds by the Finance Department for the contract effective July 1, 2019.

SETTLEMENT AGREEMENT

IT IS HEREBY AGREED between the City of Birmingham ("the City") and the Birmingham Command Officers Association ("the Union"), that in tentative agreement of all outstanding issues under negotiation, the parties agree to the following, and agree to recommend ratification of the following to their respective principals:

- 1. The parties' new contract will be in effect from July 1, 2019 through June 30, 2022.
- 2. The parties' new contract will be the same as the parties' current agreement, except as modified by this Agreement.
- 3. Revise Article 4.1 as follows:

A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Deduction of dues/fees shall be remitted to the Union at 27056 Joy Road, Redford, MI 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employees next pay after the error has been called to the Employer's attention by the Employee or Union.

The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

- 4. Effective as soon as practicable after ratification of this Agreement by both parties, increase health insurance deductible from \$500/\$1000 to \$600/\$1200.
- 5. Effective as soon as practicable after ratification of this Agreement by both parties, increase health insurance out-of-pocket maximums from \$1000/\$2000 to \$1100/\$2200.

- 6. Effective as soon as practicable after ratification of this Agreement by both parties, increase ER visit co-pay from \$125 to \$150.
- 7. Effective as soon as practicable after ratification of this Agreement by both parties, revise Rx co-pays from \$20/\$45/\$45 to \$25/\$50/\$50. Proton Pump Inhibitors are not covered unless the physician deems it to be medically necessary.
- 8. Increase wages set forth on Exhibit A as follows:

July 1, 2019	2.00% on each step of all wage rates (retroactive to 7-1-19)
July 1, 2020	\$1828.00 added to each step of Commander wages \$700.00 added to each step of Lieutenant wages plus 2.50% on each step of all wage rates
July 1, 2021	2.50% on each step of all wage rates

- 9. Effective as soon as practicable after ratification of this Agreement by both parties, increase dental cap to \$1500.00.
- 10. Revise Article 11.5.1 to provide that the City and the employee contributions to the defined contribution plan shall be identical to those amounts set forth in the patrol contract, as it is amended from time to time.
- 11. The City withdraws all other proposals.
- 12. The Union withdraws all other proposals.
- 13. The Union will ratify the Agreement first, and will notify the City in writing when the Agreement has been ratified.

Dated: February 14, 2020

THE CITY

seph Lambert

THE UNION

2

City of P	Birmingham	MEMORANDUM
		Police Department
DATE:	02/14/2020	
то:	Ben Myers, Director of	Human Resources
FROM:	Lt. Koch, COAM	
SUBJECT:	Ratification of Contra Birmingham	ict between COAM and the City of

This letter is to inform you that the members of the Birmingham Command Officers Union and the Police Officers Association of Michigan have ratified the new contract for July 1, 2019 through June 30, 2022, from the City of Birmingham.



NOTICE OF INTENTION TO APPOINT TO ARCHITECTURAL REVIEW COMMITTEE

At the meeting of Monday, April 6, 2020, the Birmingham City Commission intends to appoint one regular member to the Architectural Review Committee to serve a three-year term to expire April 11, 2022, and one regular member to serve a three-year term to expire April 11, 2023. Members of this Committee will be appointed by the Commission. The Committee shall consist of three Michigan licensed architects who reside in the City of Birmingham.

The purpose of this committee is to review certain public improvement projects initiated by the City and referred to the committee by the City Manager or his/her designee. The Committee is expected to offer opinions as to what physical alterations or enhancements could be made to these projects in order to improve the aesthetic quality of the project and the City's overall physical environment.

Interested citizens may submit an application available at the City Clerk's Office or online at <u>www.bhamgov.org/boardopportunities</u>. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, April 1 2020. 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.

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Michigan Licensed Architect & Resident of the City of Birmingham	4/1/20	4/6/20



NOTICE OF INTENTION TO APPOINT TO THE HOUSING BOARD OF APPEALS

At the meeting of Monday, April 6, 2020, the Birmingham City Commission intends to appoint three regular members to the Housing Board of Appeals to serve three-year terms to expire May 4, 2023. Members shall be educated or experienced in building, construction administration, social services, real estate or other responsible positions.

The Housing Board of Appeals was established in order to provide an appeal process from regulation derived from the housing and maintenance requirements found in Chapter 22 of the city code. The purpose of the housing and maintenance regulations is to protect, preserve and promote the physical and social well being of the people, to regulate privately and publicly owned dwellings for the purpose of maintaining adequate sanitation and public health.

Interested citizens may submit an application available at the City Clerk's office or online at <u>www.bhamgov.org/boardopportunities.</u> Applications must be submitted to the City Clerk's office on or before noon on Wednesday, April 1, 2020. 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.

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.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be educated or experienced in building, construction administration, social services, real estate or other responsible positions.	4/01/2020	4/06/2020



NOTICE OF INTENTION TO APPOINT TO THE CITY OF BIRMINGHAM BROWNFIELD REDEVELOPMENT AUTHORITY

At the regular meeting of Monday, April 6, 2020 the Birmingham City Commission intends to appoint two regular members to the City of Birmingham Brownfield Redevelopment Authority to serve three-year terms to expire May 23, 2023.

The authority shall have the powers and duties to the full extent as provided by and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the state of Michigan of 1996, as amended. Among other matters, in the exercise of its powers, the Board may prepare Brownfield plans pursuant to Section 13 of the Act and submit the plans to the Commission for consideration pursuant to Section 13 and 14 of the Act.

Members shall be appointed by the Mayor, subject to approval by the City Commission.

Interested citizens may submit an application available at the city clerk's office or online at <u>www.bhamgov.org/boardopportunities.</u> Applications must be submitted to the city clerk's office on or before noon on Wednesday, April 1, 2020. 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.

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.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall, in so far as possible, be residents of the City of Birmingham.	4/01/2020	4/06/2020

City of Birmingham MI Mail - SEMCOG invites public comment on the FY 2020-2021 ... Page 1 of 3



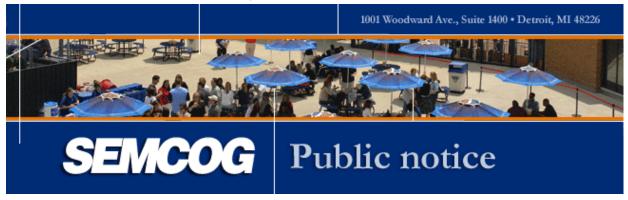
cheryl arft <carft@bhamgov.org>

SEMCOG invites public comment on the FY 2020-2021 Annual Operating Budget and Work Program Summary

1 message

SEMCOG Public Notice <communications@semcog.org> Reply-To: communications@semcog.org To: carft@bhamgov.org Tue, Feb 18, 2020 at 8:54 AM

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A message from SEMCOG, the Southeast Michigan Council of Governments

For immediate release or post as appropriate: February 18, 2020 Contact: SEMCOG Information Center, 313-324-3330

SEMCOG invites public comment on the FY 2020-2021 Annual Operating Budget and Work Program Summary

SEMCOG, the Southeast Michigan Council of Governments, announces the 30-day public comment period for the FY 2020-2021 *Annual Operating Budget and Work Program Summary.* The work program summary and budget is designed to respond to needs of the region as identified by SEMCOG membership.

As the work program is implemented, many of the resulting products are guided by SEMCOG's Transportation Coordinating Council and task forces, Executive Committee, and/or General Assembly. SEMCOG's meeting structure provides ample opportunity for input from a variety of interested parties through diverse membership and meetings, which are open to the public; include public comment opportunities; are posted on SEMCOG's website and social media; and are featured in *Regional Update*, SEMCOG's biweekly newsletter.

View SEMCOG Annual Operating Budget and Work Program Summary for Fiscal Year ending June 30, 2021. For more detail, also view 2020-2021 Work Program for Southeast Michigan for Fiscal Year ending June 30, 2021.

Send comments to SEMCOG's Information Center, 1001 Woodward Avenue, Suite 1400, Detroit, MI 48226-1904; call 313-324-3330; send faxes to (313) 961-4869; or e-mail infocenter@semcog.org. Comments can be made in person at the following meetings:

• Executive Committee, Friday, February 21, 2020, 1 p.m., at SEMCOG Offices (1001 Woodward Avenue, Suite 1400, Detroit, MI 48226); present, discuss, and recommend approval of General Assembly adoption of budget and work program summary.

INFORMATION ONLY

 General Assembly, Thursday, March 19, 2020, 4:30 p.m., at Schoolcraft College (18600 Haggerty Road, Livonia, MI 48152); present, discuss, and take final action to adopt the budget and work program summary.

-##-

Translation of this notice is available upon request free-of-charge. SEMCOG offers interpretation services, including language translation services and signage for the hearing impaired, at public meetings upon request with seven days advance notice. SEMCOG will not exclude persons based on age, religion, or disability. Individuals with disabilities requiring assistance should contact the SEMCOG Information Center, infocenter@semcog.org, or call 313-324-3330. For assistance, contact the SEMCOG Information Center, infocenter@semcog.org, or call 313-324-3330.

La traducción de este documento está disponible si se pide y sin costo alguno. SEMCOG ofrece servicios de interpretación, incluyendo servicios de traducción de idiomas y señalización para las personas con discapacidad auditiva, en reuniones públicas si se pide con siete días de anticipación. SEMCOG no excluye a las personas basándose en edad, religión o discapacidades. Los individuos con discapacidades que requieran ayuda deberían contactar al centro de información del SEMCOG infocenter@semcog.org o llamar al 313-324-3330. Para obtener ayuda, contacte al centro de información del SEMCOG a infocenter@semcog.org o 313-324-3330.

Arabic translation (PDF)

ترجمة هذا المستند متوفر عند الطلب و مجانًا.

يوفر مجلس حكومات جنوب شرق ميشيغان (SEMCOG) خدمات ترجمة شفوية، وذلك يتضمن خدمات ترجمة لغوية ولغة الإشارة للمعوقين سمعياً، في الإجتماحات العامة بناءً على طلب إشعار مسبق مدته 7 أيام.

لن يستثني مجلس حكومات جنوب شرق ميشيغان (SEMCOG) أشخاص بناءً على العمر، الدين، أو الإعاقة.

على الأفراد ذوي الإعاقة والذين يحتاجون مساعدة، التواصل مع مركز معلومات مجلس حكومات جنوب شرق ميشيغان (SEMCOG) على البريد الإلكتروني infocenter@semcog.org

أو الإتصال على الرقم 3330-324.

للمساعدة، تواصل مع مركز معلومات مجلس حكومات جنوب شرق ميشيغان عبر البريد الإلكتروني infocenter@semcog.org أو الإتصال على الرقم 3330-324 (313).

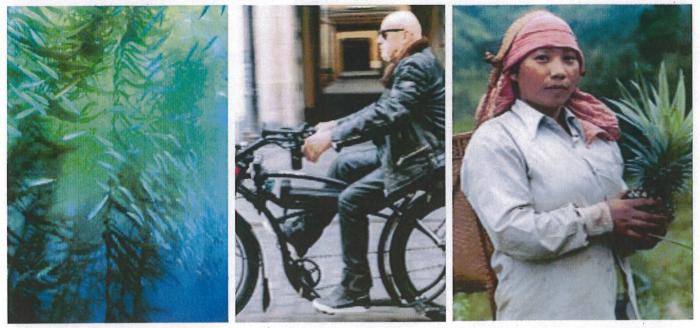
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SEMCOG - Southeast Michigan Council of Governments • 1001 Woodward Avenue, Suite 1400, Detroit, Michigan 48226 313-961-4266 • Fax: 313-961-4869 • Staff e-mail: lastName@semcog.org • www.semcog.org

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Which solutions to climate change have the most impact?



MARINE PERMACULTURE

ELECTRIC BIKES

WOMEN SMALLHOLDERS

Tuesday, March 17, 2020 | 7:00 pm Climate Change Game Night

Share your knowledge of which solutions to climate change have the most impact, and learn about some more.

Join us for an interactive learning game based on Project Drawdown, a group that has identified the 80 best solutions to climate change. You can study up at www.projectdrawdown.org.

For this event we are partnering with Birmingham Unitarian Church Climate Change Resolution Task Force.

LOCATION Congregational Church of Birmingham, UUC 1000 Cranbrook Road, Bloomfield Hills, MI 48304 Corner of Woodward and Cranbrook

INFORMATION ONLY



February 10, 2020

FEB 1 9 2020

Ms. Cherilynn Mynsberge, Clerk City of Birmingham 151 Martin St. Birmingham, MI 48012-3001

Re: Changes in Pricing for Gaiam TV Fit & Yoga, Gaia, and Docurama

Dear Ms. Mynsberge:

We are committed to keeping you and our customers informed about changes to Xfinity TV services.

Accordingly, please note that effective March 19, 2020, the price for three subscription on demand services will change. We are notifying customers of these changes through bill messages.

Gaiam TV Fit & Yoga will increase from \$6.99 to \$7.99 per month Gaia will increase from \$9.99 to \$11.99 per month Docurama will increase from \$2.99 to \$4.99 per month.

Also, NDTV Good Times stopped delivering its signal to all North American distributors, including Comcast, at approximately 7:00 PM EST on February 7, 2020, and therefore, we are not able to provide this programming to our customers at this time. We are working with NDTV to determine whether and when they will be able to restore their signal. We will keep our customers informed of any further changes in regards to this subscription channel.

Please feel free to contact me at 734-359-2308 if you have any questions.

Sincerely Kyle V. Mazurek

Manager of External Affairs Comcast, Heartland Region 41112 Concept Drive Plymouth, MI 48170

INFORMATION ONLY

City of Birmingham MI Mail - SEMCOG invites public comment on an amendment to th... Page 1 of 3

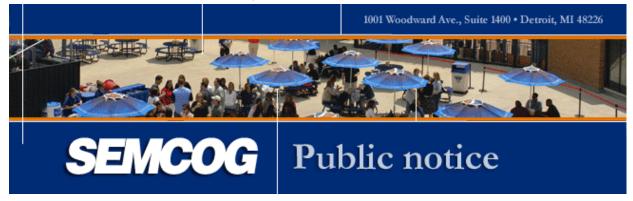


cheryl arft <carft@bhamgov.org>

SEMCOG invites public comment on an amendment to the TIP and RTP 1 message

SEMCOG Public Notice <communications@semcog.org> Reply-To: communications@semcog.org To: carft@bhamgov.org Wed, Feb 19, 2020 at 1:19 PM

Problem viewing this email? Click here for our online version



A message from SEMCOG, the Southeast Michigan Council of Governments

For immediate release or post as appropriate: February 19, 2020 Contact: SEMCOG Information Center, 313-324-3330

SEMCOG invites public comment on an amendment to the FY 2020-2023 Transportation Improvement Program and the 2045 Regional Transportation Plan

SEMCOG, the Southeast Michigan Council of Governments, announces the 30-day public comment period for an amendment to the FY 2020-2023 Transportation Improvement Program (TIP) and the 2045 Regional Transportation Plan (RTP). This amendment will add/revise seven projects from the Governor Whitmer's recently announced Rebuilding Michigan program and revise the budgets to three General Program Accounts (GPAs). The RTP is a long-range vision and strategy that directs investment in the regional transportation system. The TIP is a list of specific projects which implement the policies of the RTP, and are recommended by cities, villages, county road agencies, transit providers, and the Michigan Department of Transportation (MDOT) over a four-year period. SEMCOG's Executive Committee makes the final approval of the TIP project list.

Background

This amendment is largely aimed at moving forward projects addressed in Governor Whitmer's Rebuilding Michigan program. The Rebuilding Michigan program objective is to rebuild state highways and bridges that are critical to the state's economy and carry the most traffic. The investment strategy is aimed at fixes that result in longer useful lives and improves the condition of the state's infrastructure. In addition, this strategy allows MDOT to address key corridors and rebuild major segments of highly traveled interstates, such as I-69, I-75, and I-94, as well as several other busy freeways.

The 2020 Special Amendment revises seven projects in the TIP and RTP; this breaks down to six additions and one change to the year and cost of a project.

In addition, this action will amend three General Program Accounts (GPA), which are groups of projects with similar purpose that are bundled together. The sub-projects contained in GPAs are by definition routine in

INFORMATION ONLY

https://mail.google.com/mail/u/0?ik=40dd3b3e11&view=pt&search=all&permthid=thread... 2/20/2020

purpose, limited in cost, and are determined to have no impact on regional air quality attainment. Project types that are eligible to be sub-projects in a GPA may include road rehabilitation and maintenance, bridge rehabilitation and maintenance, transit equipment purchases, transit operations, and routine safety and traffic operations projects. Due to their small-scale and routine qualities, sub-projects within GPAs can be changed administratively. While the contents of a GPA can change without an amendment to the TIP, the budget of the GPA cannot change more than 25 percent without an amendment to the TIP.

These proposed changes can be found with the other amendment materials on SEMCOG's website.

Amendment evaluations

The amendment requires all proposed projects undergo a series of evaluations, including identification of financial resources, an air quality conformity analysis, an environmental justice analysis, an environmental sensitivity analysis, an assessment for consistency with the regional Intelligent Transportation System (ITS) architecture, and a public comment process. In nonattainment and maintenance areas, project classifications must be consistent with the "exempt project" classifications contained in the Environmental Protection Agency transportation conformity regulation (40 CFR part 93).

Project details and evaluation results are available online or by contacting SEMCOG's Information Center at 313-324-3330.

Coverage of this notice

Public notice of public participation activities and time established for public review of, and comments on, the TIP will satisfy the Program of Projects (POP) requirements of the Federal Transit Administration (FTA).

How to comment

Please address written comments to SEMCOG Information Center, 1001 Woodward Avenue, Suite 1400, Detroit, MI 48226; send faxes to 313-961-4869; call 313-324-3330, or e-mail InfoCenter@semcog.org. Comments can also be made in person at the following meetings where amendments will be considered:

- Executive Committee, February 21, 2020, 1 p.m., SEMCOG offices, 1001 Woodward Ave, Suite 1400, Detroit, MI 48226.
- General Assembly, March 19, 2020, 4:30 p.m., Schoolcraft College VisTaTech Center, 18600 Haggerty Road, Livonia, MI 48152

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SEMCOG is the only organization in Southeast Michigan that brings together all governments to solve regional challenges and enhance the quality of life. To learn more about what SEMCOG does, click here.

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Arabic translation (PDF)

ترجمة هذا المستند متوفر عند الطلب و مجانًا.

يوفر مجلس حكومات جنوب شرق ميشيغان (SEMCOG) خدمات ترجمة شفوية، وذلك يتضمن خدمات ترجمة لغوية ولغة الإشار ة للمعوقين سمعياً، في الإجتماعات العامة بناءً على طلب إشعار مسبق مدته 7 أيام.

لن يستثني مجلس حكومات جنوب شرق ميشيغان (SEMCOG) أشخاص بناءً على العمر، الدين، أو الإعاقة.

على الأفراد ذوي الإحافة والذين يحتاجون مساعدة، التواصل مع مركز معلومات مجلس حكومات جنوب شرق ميشيغان (SEMCOG) على البريد الإلكتروني infocenter@semcog.org

أو الإتصال على الرقم 3330-324.313.

للمساعدة، تواصل مع مركز معلومات مجلس حكومات جنوب شرق ميشيغان عبر البريد الإلكتروني infocenter@semcog.org أو الإتصال على الرقم 3330-324 (313).

Send to a friend

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RECEIVED BY

February 27, 2020

Ms. Cherilynn Mynsberge City Clerk City of Birmingham 151 Martin Street P.O. Box 3001 Birmingham, MI 48012

Dear Ms. Mynsberge,

At WOW!, we continue to work diligently to provide competitive cable TV service at a fair price.

Unfortunately, we are limited in our ability to directly control some of our costs, most notably the license fees we pay to the sports and broadcast networks.

As a result of these cost increases, the rates for the Broadcast TV Fee and the Sports Surcharge will be adjusted with the April 1, 2020 billing cycle.

- The Broadcast TV Fee, which is not a government tax or fee, will increase \$2.28 per month. This fee recovers costs associated with retransmitting television broadcast signals and is in addition to other charges associated with WOW! Cable services.
- The Sports Surcharge, which is not a government tax or fee, will increase \$2.00 per month (Small Cable and Broadcast Basic Cable are excluded from this surcharge). The Sports Surcharge offsets some of the costs WOW! must pay to sports programming networks.

All customers will receive a notice on their billing statements beginning March 1, 2020. Thank you for your continued support and cooperation. If you have any questions, please contact me at 248-677-9080.

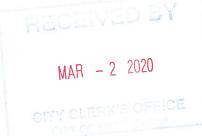
Sincerely,

JURK

Terrell Priester Everyone's Friend, Family Focused, Sports Fan Director, Operations of WOW! Southeast Michigan WOW! Internet, Cable and Phone

INFORMATION ONLY





February 27, 2020

Ms. Cherilynn Mynsberge City Clerk City of Birmingham 151 Martin Street P.O. Box 3001 Birmingham, MI 48012

Dear Ms. Mynsberge,

As part of our ongoing efforts to keep you informed of changes that impact our customers, I want to share an upcoming adjustment to our channel lineup.

Effective March 31, 2020, MTV2 (ch. 81) and Nicktoons (ch. 88) will move from WOW! Medium Cable to WOW! Large Cable.

As a result of this change, customers subscribing to WOW! Medium Cable will no longer have access to these channels. Customers who subscribe to WOW! Large Cable will continue to have access to these channels. We will communicate this change to our customers by placing a notice in the local newspaper, on customer billing statements and on our website.

Thank you for your continued support and cooperation. If you have any questions, please contact me at 248-677-9080.

Sincerely,

JURK

Terrell Priester Everyone's Friend, Family Focused, Sports Fan Director, Operations of WOW! Southeast Michigan WOW! Internet, Cable and Phone

INFORMATION ONLY