

BIRMINGHAM CITY COMMISSION AGENDA

APRIL 6, 2020

MUNICIPAL BUILDING, 151 MARTIN

7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk Designee

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

ANNOUNCEMENTS:

- All city offices remain closed to the public. All departments are accessible via phone and email. Payments may be dropped off using the convenient drop box, located behind City Hall and accessible via the Police Department parking lot off Henrietta Street.
- The City has created a hotline to provide residents with information about City and County COVID-19 resources. Elderly, quarantined and immuno-compromised individuals are encouraged to use the hotline to request assistance with essential functions, and obtaining necessary supplies Call 248-530-1805, Monday through Friday from 8 a.m. – 5 p.m.
- Some of your favorite Birmingham restaurants offer take-out or delivery. Per Gov. Whitmer's most recent executive order 2020-21, restaurant carry-out is still allowed. View a complete list of restaurants offering take-out at on the city's website.
- We encourage everyone to sign up for our email distribution system to receive the latest information from the City. You can do this by going to our website and clicking on the box in the lower right corner of your screen to sign up.
- Commissioner Baller's birthday

IV. CONSENT AGENDA

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

- A. Resolution approving the City Commission regular meeting minutes of March 9, 2020.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated March 11, 2020 in the amount of \$1,540,080.83.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated March 18, 2020 in the amount of \$1,467,933.18.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated March 25, 2020 in the amount of \$306,300.39.

- E. Resolution approving the warrant list, including Automated Clearing House payments, dated April 1, 2020 in the amount of \$174,090.61.
- F. Resolution approving the purchase of holiday lights from Sassin Management Services LLC & Xpress Holiday Lighting for a total cost not to exceed \$26,250.00. Funds are available from the General Fund-Community Activities Operating Supplies account #101-441.004-729.0000 and Property Maintenance Operating Supplies account # 101-441.003-729.000 for this purchase.
- G. Resolution approving the purchase and planting of fifty (50) trees from County Line Nurseries, Inc. for the Spring 2020 Tree Purchase and Planting Project for a total project cost not to exceed \$29,750.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 and the Parks- Other Contractual Services account #101-751.000-811.0000 for these services. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.
- H. Resolution approving the contract amendment with Anderson, Eckstein & Westrick, Inc. 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.
- I. Resolution approving the contract amendment with Hubbell, Roth & Clark 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 approving the cost sharing agreement with the City of Royal Oak to proceed with resurfacing the section of 14 Mile Road between Greenfield Road and Crooks Road at the estimated amount of \$444,586.00 to be from account number 202-449.001-981.0100 (Major Street Fund) and further; approving the appropriation and amendment to the fiscal year 2019-2020 Major Street Fund budget. (complete resolution in agenda packet)
- K. Resolution approving the Program Year 2020 High Intensity Drug Trafficking Area (HIDTA) Sub Recipient agreement between the County of Oakland and the City of Birmingham. Further, authorizing the Mayor and the City Manager to sign the agreement on behalf of the City.
- L. Resolution authorizing the elevator repair and replacement projects to be performed at the Chester and Park Street garages by Kone, Inc. for an amount not to exceed \$40,363.00 to be paid from accounts 585-538.003-930.0200 (Park Street) and 585-538.008-930.0200 (Chester).
- M. Resolution awarding the Closed Captioning contract to Clearview Captioning & Interpreting, LLC, in the amount of \$145.00 per hour from the account 101-215.000-811.000, and further authorizing the Mayor and Clerk to sign the agreement.

V. UNFINISHED BUSINESS

- A. Public Hearing to consider the continuation of the Public Hearing to April 20, 2020 for Lot Combination of 1680 S. Bates Street & 1698 S. Bates Street

1. Resolution continuing the public hearing to April 20, 2020 at 7:30 PM, and directing staff to prepare an agreement between the City and the owners of 1680 and 1698 S. Bates to establish conditions of approval for the lot combination to limit the size and placement of future buildings, to be brought back to the City Commission for approval.

VI. NEW BUSINESS

- A. Public Hearing to consider approval of Special Land Use Amendment and Final Site Plan and Design Review – 160 W. Maple - Dick O'Dow's
 1. Resolution approving 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.
- B. Public Hearing to consider filing objection with MLCC – Townhouse & Rojo
 1. Resolution renewing for the 2020 licensing period, the liquor license held by Townhouse Kitchen & Bar.
 - AND**
 2. Resolution renewing for the 2020 licensing period, the liquor license held by Rojo Mexican Bistro/Sidecar Slider Bar.

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
 1. Notices of intent to appoint to Board of Building Trades Appeals, and Multi-Modal Transportation Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 1. Annual Golf Report, submitted by Golf Manager Brito
 2. Community Development Department/Planning Division Annual Report & Planning Board, Historic District Commission, and Design Review Board Action Lists for 2020-2021, submitted by Planning Director Ecker

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

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

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, called the meeting to order at 7:30p.m.

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, City Attorney Currier, City Attorney Kucharek, Human Resource Manager Myers, Finance Director Gerber, Planning Director Ecker, City Planners Fletcher, Dupuis, and Cowan, DPS Director Wood, Parks & Recreation Manager Laird, Police Chief Clemence, Commander Busen, and 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.

None

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

03-042-20 ANNOUNCEMENTS

Mayor Boutros announced the following:

- 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.

03-043-20 CITY CLERK DESIGNEE APPOINTMENT

Ben Myers, introduced Ms. Alexandria Bingham on behalf of City Manager Valentine and himself for appointment to the position of City Clerk Designee.

Ms. Bingham addressed the commission with enthusiasm and gratitude for the opportunity to be considered for this appointment.

Commissioner Hoff, as a member of the City Clerk selection subcommittee, expressed enthusiasm about this appointment and made a motion to go forward with the suggested resolution.

MOTION: Motion by Commissioner Hoff, and seconded by Commissioner Baller:
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.

VOTE:	Ayes,	7
	Nays,	0

03-044-20 ADMINISTRATION OF OATH

Acting City Clerk Arft administered the oath of office.

Mayor Boutros congratulated Ms. Bingham and extended an invitation for the family to take photographs in celebration.

City Manager Valentine excused Ms. Bingham from the remainder of the meeting so that she could prepare for the election in Rose Township, Oakland County.

03-045-20 APPOINTMENT TO THE PARKS & RECREATION BOARD

The City Commission interviewed the following persons for appointments to the Parks & Recreation Board:

1. Jeffrey LaBelle
2. James P. Cleary
3. Martha Moyer (withdrawn)
4. Ross Kaplan – Current Board Member
5. Susan Collins
6. Eleanor Noble – Current Alternate

Commissioner Baller asked Mr. LaBelle if he specialized in his line of work at Deloitte. Mr. Labelle responded that he specializes in large insurance clients that are trying to engage their customers and agents effectively using technology.

Mayor Pro Tem Longe asked Mr. LaBelle which City parks he frequents. He answered Booth and Quarton Lake.

Commissioner Hoff asked Mr. Kaplan if there was anything in his personal or professional life that would keep him from attending meetings. Mr. Kaplan noted that he travels every January for work and it conflicts with the meeting schedule; but there are no other conflicts.

Commissioner Hoff commented on the loss of two long time members of this very important board. She noted that there are some projects coming up and expressed how important it is to have people on the board that have a perspective on the City's parks and recreation. She would like to see current members stay on the board and also recruit from other areas of Birmingham.

MOTION: Motion by Commissioner Hoff:

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

VOTE: Ayes, 7
 Nays, 0

MOTION: Motion by Mayor Pro Tem Longe:

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

VOTE: Ayes, 7
 Nays, 0

MOTION: Motion by Commissioner Nickita:
To appoint Susan Collins to the Parks and Recreation Board as an alternate member to serve a three-year term to expire March 13, 2023.

VOTE: Ayes, 7
Nays, 0

MOTION: Motion by Commissioner Sherman:
To appoint James P. Cleary to the Parks and Recreation Board as an alternate member to serve a three-year term to expire March 13, 2023.

VOTE: Ayes, 3
Nays, 4

MOTION: Motion by Commissioner Baller:
To appoint Jeffery LaBelle to the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2022.

VOTE: Ayes, 4
Nays, 0

Commissioner Hoff thanked Mr. Cleary for applying for consideration to the board and encouraged him to stay engaged and apply for other positions as they become available. She also acknowledged with gratitude his completion of the Citizen's Academy.

Commissioner Baller noted that it is very hard to choose from a pool of qualified applicants and hopes those that were not appointed stay engaged.

03-046-20 APPOINTMENT TO THE MULTI-MODAL TRANSPORTATION BOARD

The City Commission interviewed Andrew Haig, who has traffic focused education, for appointment to the Multi-Modal Transportation Board.

Commissioner Hoff noted that the board already has someone with traffic focused experience and felt it may be redundant to have two people in that spot with the same experience. She also felt that Mr. Haig could fall into other categories, such as member at large from different parts of the city. She also noted that another long-standing member has not reapplied.

City Manager Valentine affirmed that two long-standing members are not reapplying to serve on the board. The notices of intent not to reapply were just received by the Clerk's office. The positions will be noticed at a later meeting and seeking applicants to fill the vacant positions.

MOTION: Motion by Commissioner Baller:
To appoint Andrew Haig, 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.

VOTE: Ayes, 7
Nays, 0

03-047-20 APPOINTMENT TO THE PLANNING BOARD

The City Commission interviewed current members, Bert Koseck and Janelle Boyce, for reappointment to the Planning Board.

MOTION: Motion by Mayor Pro Tem Longe:
To appoint Bert Koseck to the Planning Board as a regular member to serve a three-year term to expire March 28, 2023.

VOTE: Ayes, 7
 Nays, 0

MOTION: Motion by Commissioner Sherman:
To appoint Janelle Boyce to the Planning Board as a regular member to serve a three-year term to expire March 28, 2023.

VOTE: Ayes, 7
 Nays, 0

03-048-20 APPOINTMENT TO THE CABLE CASTING BOARD

Current member Michael Fenberg was unable to attend the meeting.

MOTION: Motion by Commissioner Sherman:
To appoint Michael Fenberg, to the Cablecasting Board as a regular member to serve a three-year term to expire March 2023.

Commissioner Hoff inquired about two other members that were up for renewal. Acting City Clerk Aft expressed that the applications were just received and would be brought back to a subsequent meeting.

Mayor Boutros pointed out that there are three additional vacancies on that board and urged staff to keep soliciting to fill the openings.

Commissioner Nickita stressed the importance of taking advantage of the Citizens Academy, which happens a few times a year. He specifically pointed out Mr. Cleary as an example, and encouraged him to come back for consideration to other boards, such as the Multi Modal Board.

VOTE: Ayes, 7
 Nays, 0

03-049-20 ADMINISTRATION OF OATH

Acting City Clerk, Cheryl Arft, administered the Oath of Office to the newly appointed board members.

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.

03-050-20 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

Commissioner Baller	Item H,	Approval of the Woodward Ave Landscape Contract.
Resident David Bloom	Item A,	Approval of the amended City Commission Long Range Planning meeting minutes of January 25, 2020.
	Item J,	Approval of SLUP Amendment – Dick O’Dows

Commissioner Hoff noted that she would abstain from voting on Item C, resolution approving the City Commission regular meeting minutes of February 24, 2020 due to absence.

Commissioner Sherman noted that he would abstain from voting on Item C, resolution approving the City Commission regular meeting minutes of February 24, 2020 due to absence.

Commissioner Host recused himself from the vote on Item E, resolution approving the warrant list dated March 4, 2020, because check #272141 on the list was made out to his wife; possibly a rebate for a building permit.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve the Consent Agenda, with the exception of Items A, H, and J, and noting the abstentions of Commissioners Hoff and Sherman from Item C, and the recusal of Commissioner Host from Item E.

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

- 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.

- 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.
- 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.

03-051-20 THE WOODWARD AVENUE LANDSCAPE CONTRACT (ITEM H)

Commissioner Baller pulled this item from consent to ask if there was a warranty on the plant material.

Parks & Recreation Manager Laird affirmed that there is a 2-year warranty on the plant material.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Sherman:
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, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

VOTE: Ayes, 7
 Nays, 0

03-052-20 AMENDED CITY COMMISSION LONG RANGE PLANNING MEETING MINUTES OF JANUARY 25, 2020 (ITEM A)

Resident David Bloom pulled this item from consent because another resident, Paul Reagan, who was present at the Long Range Planning Meeting asked him to make sure that his comments were included in the minutes.

Mayor Boutros suggested that Mr. Reagan email his comments to him.

Commissioner Nickita asked City Manager Valentine would pinpointing individual comments be consistent with existing practices.

City Manager Valentine expressed that it would be unusual to tailor comments. The meeting minutes are not intended to interject comment outside of the discussion surrounding a motion and an actual vote.

City Attorney Currier concurred and expressed that the minutes are generally a synopsis of what transpires at a meeting, motion and the vote.

Commissioner Hoff commented that in viewing the minutes, particularly under Paul Reagan's comments, there are four bullet points. She felt his comments were spelled out, and on another page, his reiteration was included.

Mayor Boutros suggested that the commission not set a precedent of recording word for word in the minutes and closed the discussion.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Sherman:
To approve the amended City Commission Long Range Planning meeting minutes of January 25, 2020.

VOTE: Ayes, 7
Nays, 0

03-053-20 PUBLIC HEARING - DICK O'DOWS SLUP AMENDMENT (ITEM J)

David Bloom, resident, pulled this item from the consent agenda because he thinks that Dick O'Dows solution is brilliant. He went on to say that there are other retailers concerned about the construction on Maple Road and should be heard by the commission.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To set 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.

VOTE: Ayes, 7
Nays, 0

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

03-054-20 PUBLIC HEARING TO CONSIDER THE PROPOSED LOT COMBINATION OF 1680 S. BATES AND 1684 S. BATES

Mayor Boutros opened the public hearing at 8:25 P.M.

Mr. Brooks Cowan, Planning Department, presented this item.

Chapter 102-83 of the Combination Land Parcel Ordinance requires that the following six standards be met for approval:

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.

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.
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.
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.
5. Any due or unpaid taxes or special assessments upon the property have been paid in full.
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.
 - b. The effect of the proposed combination upon any floodplain areas, wetlands, other natural features, and the ability of the applicant to develop a buildable site on the resulting parcel without unreasonable disturbance of such natural features.
 - 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 combination does not meet requirement #3. The average lot area is 6,257 sq. ft.; the applicant is proposing 13,750 sq. ft., which is over the max of 12,515 sq. ft. by 1,230 sq. ft.

The requirement outlined in #4 - rhythm and pattern of the neighborhood is uncharted territory. The zoning ordinance does not address or regulate rhythm and pattern. However, it is addressed in the master plan. Based on the master plan recommendations, this proposal will meet standard #4.

Harry and Katie Pearce, 1680 and 1698 S. Bates, expressed that they understand that this is a new process for lot combinations. The plan is to take down 1680 S. Bates for the purpose of expanding the yard. It would be a safer place for sons to play; it would also allow for the expansion of the patio, relocation of the hot tub for more privacy, and relocation of the basketball hoop in the back yard. Ms. Pearce receives compliments on current landscaping from the pedestrian traffic on Bates Street and it is the couple's plan to expand and improve on the current landscape. She also noted that the sports area would be shielded. The proposal would also improve drainage on the block and reduce flooding.

Commissioner Hoff asked Mr. Cowan how an accessory structure is determined.

Mr. Cowan expressed that permanent attachment to the ground determines an accessory structure.

Commissioner Hoff went on to note that it is a busy intersection, and does not doubt that they need the space. She asked Mr. Cowan if Mr. and Mrs. Pearce wanted to keep the lot vacant, fence it in, and add a playscape; would that be allowed.

Mr. Cowan affirmed that Commissioner Hoff's scenario would be allowed, but the addition of a hot tub, pool, or barbeque would not be allowed on the vacant lot as the ordinance is currently written.

Commissioner Sherman expressed concern about lot combinations that leaves the City with houses that do not fit the neighborhood. He would like to see residents have the ability to improve an adjacent lot with common ownership without combining lots.

Mr. Cowan suggested that the path to settle concerns about lot combinations would be to consider an ordinance amendment to allow accessory use on a lot without a principal use, under certain circumstances.

Commissioner Baller asked how long it would take to amend the ordinance.

City Manager Valentine responded that it could be several months.

Commissioner Baller continued in reference to the green lots on the plats and asked if they were products of lot combinations.

Mr. Cowan affirmed that they were.

Commissioner Baller went on to suggest that this type of issue should go before the Planning board. In reviewing the proposal, he agreed with Commissioner Sherman to the extent that lot combinations create large parcels of land for all time, and the potential next structure should be considered in the decision.

Commissioner Nickita asked City Planner Cowan to speak to the intention of the master plan as it relates to this type of lot combination. He commented that it was his understanding that guidelines were in place to address the character and rhythm of streets in terms of future construction.

City Planner Cowan referred to Section B, titled Neighborhoods of the Master Plan, which addresses issues with lot combination applications. He pointed out that one of the suggestions was to look at the zoning ordinance, and another recommendation is to implement an approval process for the exterior design of single-family homes.

Commissioner Nickita asked about the direction or dialog about character of neighborhoods; he asked would the commission be embracing the idea of neighborhoods transitioning into something else long-term by way of lot combinations or lot splits.

City Planner Cowan expressed that the Master Plan has a long-term vision, and recommends ordinances and policies that are in line with the vision. Currently, the processes are in the finalization phase.

Commissioner Nickita acknowledged that the process is in transition. He continued with interest in how character of neighborhoods and streets would be defined. In the instances where lot combinations were done without review, large houses ended up next to smaller houses, and disrupted the harmony of the neighborhood. Commissioner Nickita understands while it is hard to define, and interest in lot combinations are increasing, it could be positive to the neighborhood. He feels that the issue of precedent is a major concern.

Commissioner Host thanked Mr. and Mrs. Pearce for their efforts in trying to enhance the neighborhood. He pointed out that the problem with their proposal is that it does not meet the ordinance requirements. Commissioner Host expressed fear in who might purchase the property in the future and build a very large home on the combination lot. He explained that the purpose of the ordinance is to ensure that the rhythm of the block continues with the adjacent blocks.

Mayor Boutros addressed the applicant and complimented them on their presentation. He pointed out that he believed that all of the criteria were met and the plan would leave the character and rhythm of the neighborhood intact. Mayor Boutros urged the City Commissioners to consider this application on its own merit, because Mr. and Mrs. Pearce cannot achieve what they want without the lot combination.

Mayor Pro Tem Longe expressed sympathy for the owners in this very difficult situation. She recognized the enormous effort that went into the presentation. Mayor Pro Tem Longe felt other homes skewed the calculation. She also felt that there is a benefit to combining the lots and in other instances, the combinations have only complemented blocks. In reference to the concerns about losing a structure and the ability for the next owners to build larger, she suggested allowing the lot combination but prohibiting construction of a larger structure by deed or SLUP. This would allow accessory uses without waiting many months for an ordinance amendment.

City Attorney Currier said that it is unprecedented but he would do some research.

Commissioner Nickita thought there is some merit to the idea of keeping the combination aside, but having the adjacent property allowed for by a variation in the ordinance that allows for certain types of accessory elements. He recommended review per condition and is encouraged by the direction of thinking in support of this proposal.

Commissioner Sherman agreed with Commissioner Nickita, and commented that this is the third time that he has seen or been aware of lot combinations, and they do not always end up as proposed. He felt that the zoning ordinances are the best guide for this type of issue. He also suggested postponing the public hearing and directing the Planning board to prepare appropriate zoning language changes to take into account this type of situation under the zoning ordinance.

City Manager Valentine asked for clarification as to whether Commissioner Sherman is suggesting that the zoning language change or the City Code change. Commissioner Sherman affirmed a City Code amendment.

Mr. Cowan clarified that accessory use is a zoning ordinance issue, and lot combination is a City Code issue.

Mayor Pro Tem Longe pointed out that the only reason a lot combination has been requested is that it is the only alternative.

Commissioner Host commented that Mr. and Mrs. Pearce seemed sincere in their proposal and if the City had a different mechanism to achieve their goal, they would not be seeking a lot combination.

Commissioner Baller asked if the house has been demolished. If not, is it pending for approval on this issue?

Mr. Pearce expressed that it has not been done. He also offered that it is cost prohibitive to tear down the old homes and replace with a new house in the next 20-30 years. He went on to say that, they are waiting for approval by the City Commission to seek a demolition permit. If the proposal were not approved, they would be forced to sell the house that they want to demolish.

Commissioner Baller asked if the lot combination is delayed, would he go ahead and demolish the house.

Mr. Pearce said no. He also said that if this is not approved that they would be forced to sell.

City Manager Valentine asked if they anticipate installing a storm drain to alleviate the flooding? If not, is there another method that would be used.

Mr. Pearce affirmed that a French drain system was installed that works for their current yard. He went on to say that the yard to the North still floods heavily. Regrading would allow it to drain into the existing French drain system and help the neighbors to the West and North.

Public Comment

David Bloom commented that the homeowners did an outstanding job presenting their proposal; he lives in this neighborhood, and have attended meetings when lot combinations were discussed. He expressed that lot combinations are not good for the community moving forward because it would be hard to encourage young families seeking starter homes to move to Birmingham.

Debbie O'Hara, lives on Bates, and expressed that rhythm and character does not exist anymore. She supports the proposal.

Miles Arson fully supports the proposal. Open space would be a welcome addition to the neighborhood.

Tao Anderson, 786 Bates, expressed that part of the appeal of owning a home in Birmingham is that all of the homes are different, and that is part of the rhythm. She supports the development.

John Henke, 724 Bates, wanted to clarify what is being proposed, to Commissioners Baller and Sherman's point, that the available footprint for the lot would be approximately 11,000 sq.ft. house.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff To postpone the public hearing approving the proposed lot combination of 1680 S. Bates Street, Parcel # 19-36-331-038 and 1684 S. Bates Street, Parcel # 19-36-331-039 to April 6, 2020, direct staff to evaluate whether it would be a City Code or Zoning Ordinance amendment, with options to take into account for this situation.

Commissioner Hoff agreed that the commission is moving in the right direction, but it is not the answer for Mr. and Mrs. Pearce.

Commissioner Nickita expressed that he understands the City Attorney's comment that it is unknown whether it has to go through the zoning ordinance or City Code; and suggested that he evaluate whether this can be done.

City Manager Valentine felt that this process would take 6-7 months.

City Attorney Carrier explained the process required to amend the zoning ordinance and what is required to amend the City code.

Commissioner Baller expressed that 7-8 months is reasonable for the task. He further explained that the City is trying to accommodate the proposal. He went on to ask if there were any way to expedite a demolition permit.

Commissioner Sherman commented that Mr. and Mrs. Pearce might not want to proceed with demolition.

Commissioner Hoff expressed that the commission should establish that they are not determining yes or no on the request when it comes back, the commission is simply determining the next steps needed in possibly changing the ordinance.

Mayor Boutros addressed the applicant with appreciation for the work that they have done in attempting to develop the green space. He asked for their patience while the City finds ways to help them succeed.

VOTE: Ayes, 7
 Nays, 0

Public Hearing ended at 9:40 p.m.

03-055-20 REVIEW AND RENEWAL OF ALL CLASS B, CLASS C, AND MICROBREWERY LIQUOR LICENSES

Commissioner Nickita recused himself from discussing and voting on 220 Merrill and Toast due to business relationships with the owners of both establishments.

City Manager Valentine presented an overview of this item.

Commissioner Baller suggested, procedurally, that the applications with no violations be approved first with minimal discussion. and requested a copy of the list.

Commissioner Hoff felt that many establishments had seating issues that have been corrected and are now in compliance.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
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 with the exception of the following establishments:

- Bistro Joe's
- Churchill's Wine and Cigar Bar and Bistro
- La Strada Caffè, LLC
- Pernoi
- Rojo Mexican Bistro and Sidecar Slider Bar
- Social Kitchen and Bar
- Tallulah Wine Bar & Bistro
- Toast Birmingham, LLC
- Townhouse Kitchen and Bar, LLC
- Vinoteca Wine Bar and Restaurant
- 220 Merrill

Commissioner Nickita commented that many of the bistros in Birmingham have been out of compliance with seating. It is important for the establishments to take the SLUP agreements seriously and not push the envelope in terms of seating.

Commissioner Hoff expressed the same sentiment about seating and want to discuss the additional bar stools set up at some of the establishments.

VOTE:	Yeas,	7
	Nays,	0

Bistro Joe's

Commissioner Nickita noted that it is unclear where the 65 bistro seats are located and also unclear where the restaurant stops and other seats in the back near the wine begin.

Nick Dupuis, Planning Engineer, expressed that the approved site plans do not show the seats in the back of the restaurant, nor were they in the original proposal. A barrier and signage specify that the seating is not for Bistro Joe's.

Mayor Pro Tem Longe mentioned that she had observed the tables with place settings on occasion, suggesting restaurant seating.

Kurt Bender of Bistro Joe's, says that during the winter season people have been known to sit until asked to move.

Mayor Boutros asked if there is an overflow of people in Bistro Joe's, would they be seated in the restaurant area.

Mr. Bender responded no.

Commissioner Nickita asked if the bistro seats are clearly off limits to restaurant patrons.

Mr. Bender answered no.

Commissioner Baller asked Mr. Bender what the seats would not be used, at risk of losing his license for a SLUP violation. More than one commissioner witnessed people being seated in the area.

Mr. Bender affirmed.

Commissioner Nickita asked if Mr. Bender directs staff to seat people, or is aware of staff seating people in the restaurant area as an overflow to the bistro. Commissioner Nickita also asked if he thought it happens on occasion.

Mr. Bender's response was no.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Nickita:
To approve the renewal for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for Bistro Joe's.

VOTE:	Yeas,	7
	Nays,	0

Churchill's Wine and Cigar Bar and Bistro

Commissioner Hoff noted that there are signs on the building facade that are not permitted and there are additional bar height stools in the bar area.

Planning Engineer Dupuis explained that there are ledges that he does not know how to classify. The two signs are about hip high and have been around since 2012 and the owner says they were there when he took occupancy.

Mayor Boutros commented about the ledge, and felt that the owners addressed the ledges and are compliant.

Planning Engineer Dupruis asked for direction as to how to classify the stool.

City Manager Valentine suggested that staff handle the issue administratively, since the issue was not a part of the motion.

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe:
To approve the renewal for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for Churchill's Wine and Cigar Bar and Bistro.

VOTE:	Yeas,	7
	Nays,	0

La Strada Caffè, LLC

Commissioner Hoff asked about the advertised name change for this establishment.

John Henke, La Strada representative, affirmed that La Strada Caffè, LLC is the official name of the establishment. The addition of Italian Kitchen and Bar would only be a tag line.

Commissioner Hoff further asked about the temporary banner signs that did not have a permit.

Mr. Henke expressed that the building owner or contractor put it out as a directional sign since the building façade is under construction. It is a temporary situation and has been resolved.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To approve the renewal for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for La Strada Caffè, LLC.

VOTE: Yeas, 7
 Nays, 0

Perno

Commissioner Hoff asked for an explanation for the isinglass enclosure being lowered surrounding the outdoor dining area.

Rick Rattner, 380 Old Woodward, expressed that the isinglass was lowered recently in the dead of winter because the vortex of wind is too cold and the isinglass needed to be used to block the air from entering the bar area. There are no table or chairs on the patio.

Mr. Luciano, owner of Perno, confirmed that without it, the bar and dining room would be very uncomfortable in the winter. The heaters are also in use to temper the restaurant.

Commissioner Hoff reminded everyone that Café Via was approved to use the isinglass. Since then there are no allowances provided for isinglass. While she empathized with Mr. Luciano's reasons for lowering the isinglass, she also pointed out that using isinglass is in violation of the SLUP agreement. She suggested that the issue come back to the commission for discussion and a decision.

Mayor Boutros clarified that Mr. Luciano is not present to challenge any ordinances, but to explain his unique situation in the winter during inclement weather.

Commissioner Nickita expressed that his concern is making sure the establishment is adhering to the seating arrangement in the SLUP and since they are not using the patio year round, he does not see that there is a violation.

Mayor Pro Tem Longe concurred with Commissioner Nickita, and does not have an issue with Mr. Luciano using the isinglass.

City Manager Valentine felt that maybe there is an opportunity to correct the language in the SLUP agreement, with clarity, on how the isinglass could and should be used.

Commissioner Baller asked Mr. Luciano if using isinglass is the permanent solution to the problem.

Mr. Luciano expressed that it is a good solution.

Mayor Boutros felt that Pernoi adds value to the Maple Road pass through/corridor, and supports use of the isinglass.

Commissioner Sherman suggested that Mr. Luciano bring back an amended SLUP agreement allowing use of the isinglass in the off season. At the commission's discretion, the fees can be waived for the off season.

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe:
To approve the renewal for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for Pernoi.

VOTE: Yeas, 7
 Nays, 0

Rojo Mexican Bistro and Side Car Slider Bar

Commissioner Hoff noted that Rojo is storing outdoor dining furniture on an outdoor dining platform and at Side Car, the window signage exceeds 12 feet. It should be noted that a payment plan is in place for delinquent property taxes.

City Planner Dupuis commented that he had the same problem with Rojo last year; but since they are moving he felt it was not an issue.

Mayor Boutros asked what is the time frame of the move.

City Attorney Currier and Commissioner Sherman suggested a public hearing.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To set 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, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Rojo Mexican Bistro and Side Car Slider Bar** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the storage of outdoor seats number of seats in the restaurant is in non-compliance with the site plans;

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

Commissioner Baller expressed that he does not understand what is happening or why.

Mayor Boutros explained that because the restaurant is moving to a new location in Birmingham, the commission wants to make sure that the restaurant owner is held accountable for current licenses and agreements.

Attorney Allen, representative of Rojo, stated that the license belongs to Steve Simon's company and they are closing around April 1, 2020 and moving to a different location. She felt that the operator of the restaurant should be held accountable for the SLUP and Liquor license. The current license is going into escrow on April 1, 2020.

Attorney Currier commented that there may be an expectation that the behavior on Merrill street would be tolerated at the new location.

VOTE: Yeas, 7
 Nays, 0

Social Kitchen and Bar

Commissioner Hoff noted a window signage violation that has not been addressed.

Mayor Pro Tem Longe asked if it was a first offence. City Planner Dupuis affirmed that it was a first offence.

MOTION: Motion by Mayor Pro Tem Longe, seconded by Commissioner Host:
To approve the renewal for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for Social Kitchen and Bar.

Commissioner Baller asked if there would be any follow up action on the violations. Mayor Boutros confirmed that staff would follow up with the owner operator.

VOTE: Yeas, 7
 Nays, 0

Tallulah Wine Bar & Bistro

Commissioner Nickita asked if staff could clarify the seating arrangement relative to the SLUP agreement in the space to the north of the primary restaurant.

City Planner Dupuis affirmed that Tallulah complies with the SLUP agreement, per administrative approval in 2012, even though the table and chairs were rearranged.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Sherman:
To approve the renewal for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for Tallulah Wine Bar & Bistro.

VOTE: Yeas, 7
 Nays, 0

Townhouse Kitchen and Bar, LLC

Commissioner Hoff noted that Townhouse is delinquent in their financial obligations to the City.

Finance Director Gerber confirmed that at the time of the meeting, the obligations had not been met.

Commissioner Baller suggested that the City use automated payments to collect fees owed the City. He went on to say that the commission should urge the administration to make establishments sign an ACH agreement to take the fees when due out of the bank.

Commissioner Sherman agreed with the idea; but said that the commission has the authority to issue a non-renewal notice for unpaid financial obligations to the City.

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

To set 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, to consider whether to file an objection with the Michigan Liquor Control Commission to the renewal of the license for consumption of intoxicating liquor on the premises currently held by the owners/operators of **Townhouse Kitchen and Bar, LLC** pursuant to Sec. 10-40 (5) of the Birmingham Code of Ordinances:

Licensee's failure to comply with the terms of its liquor license or any conditions imposed by the city commission or the liquor control commission at the time of issuance or transfer of the license, specifically the failure to timely pay taxes and other money due the City.

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

Mayor Pro Tem Longe asked if the owners pay before the hearing, would the hearing be cancelled.

City Manager Valentine affirmed that is what typically happens.

VOTE: Yeas, 7
 Nays, 0

Vinoteca Wine Bar and Restaurant

Commissioner Hoff noted the signage on the glass railings are not permitted, but staff is being asked to follow up with Vinoteca.

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

To approve the renewal for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for Vinoteca Wine Bar and Restaurant.

VOTE: Yeas, 7
 Nays, 0

Mayor Boutros excused Commissioner Nickita so that discussion could continue on 220 Merrill and Toast.

220 Merrill

City Planner Dupuis presented the following violations for 220 Merrill:

- Propane heaters stored around the building, close to the alley.
- Four portable signs are being used and they were only approved for two signs.
- The dumpster has not been screened appropriately.

He also noted that the issues had been resolved.

Zaid Elia, owner of 220 Merrill, was present to answer any questions.

Commissioner Sherman pointed out that there were two instances where police asked for assistance from the owner of the restaurant and there was no response. One instance was an assault and one call was for use of an illegal substance. Commissioner Sherman found it disturbing; there is an expectation that all of the businesses in the City are good corporate citizens.

Commander Busen affirmed that on January 7, 2019, Detective Romanowski requested assistance and on October 18, 2019 repeatedly asked for video tape of the reported assault as well as the control substance use at the bar to no avail. Commander Busen spoke to Mr. Elia about it and was assured that it will be full cooperation in the future.

Mayor Boutros asked who called the police.

Commander Busen responded that in the instance of the alleged assault, the victim called; and a third party called about the controlled substance use at the bar.

Commissioner Hoff noted that there were an additional six police contacts. She requested assurances that this type of behavior would not continue.

Mr. Elia accepted accountability for curtailing the contacts. He further stated that there is a substantial security team in place on a nightly basis to de-escalate random scenarios. He noted that the police department does have his contact information and he is in the habit of responding promptly.

City Manager Valentine asked if information were requested from you or your team in the future, who would respond.

Mr. Elia affirmed that he would respond and instructed his team to contact him immediately. He stated that his goal, with his team, is to always listen, evaluate, and make changes to address the needs of the establishment.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To approve the renewal for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for 220 Merrill.

VOTE: Yeas, 6
 Nays, 0
 Recused, 1 (Commissioner Nickita)

Toast Birmingham, LLC

City Planner Dupuis noted that the seating arrangement was plus 27 in the restaurant, and it has been resolved. The bar height stools have been removed.

Commissioner Sherman asked the owner if Toast has instituted their new business hours for dinner on Wednesday through Saturday. She affirmed that the restaurant is honoring the new dinner schedule.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Host:
To approve the renewal for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses for Toast Birmingham, LLC.

VOTE: Yeas, 6
 Nays, 0
 Recused, 1 (Commissioner Nickita)

Commissioner Hoff noted that in a report from the police, she found that the MLLC reported through a notification of violation report that Griffin Claw Brewery was charged with the sale of unregistered beer products; and asked for an explanation.

Chief Clemence explained that the State must have cited them with a manufacturing issue that was in violation of their liquor license on a State level.

03-056-20 MAPLE RD. CONSTRUCTION CONTRACT AWARD WITH MDOT

City Planner Fletcher presented this item. He emphasized the agreement between the City and MDOT relative to the Maple Road construction project.

Mayor Boutros commented that the project is already over budget estimates. City Planner Fletcher affirmed.

City Manager Valentine expressed that the City knew that some of these funds were going to take a hit, specifically a more than anticipated outlay from the water fund due to how cost is allocated. He went on to say that there would be another conversation for phase III of the project, that would address funding.

Commissioner Nickita commented that he is not surprised because construction costs are exceptionally high right now. He went on to ask from a bonus and penalty standpoint, would it be the same as Old Woodward if the project has an early completion date and is within budget projections.

City Planner Fletcher affirmed that it is very similar to the Old Woodward project.

Commissioner Baller asked if there have been any change in design since project approval; and how much of the cost is covered by tax assessments. He further asked who monitors the work.

City Planner Fletcher replied that he is the project manager and assured Commissioner Baller that there have not been any design changes since approval, and warranties are in place.

MOTION: Motion by Commissioner Sherman and seconded by Commissioner Hoff: 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>	<u>Account Number</u>	<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	\$ 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. (See Attachment A for complete resolution.)

VOTE: Ayes, 7
Nays, 0

03-057-20 CLOSED SESSION

MOTION: Motion by Commissioner Sherman, Seconded by Commissioner Host: To meet in closed session to discuss labor negotiations in accordance with Section 8(c) of the Open Meetings Act.

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

The meeting recessed for closed session at 11:23 P.M.

The meeting reconvened for open session at 11:39 P.M.

03-058-20

SETTLEMENT AGREEMENT WITH BCOA/COAM

Human Resource Manager Ben Myers presented the Settlement Agreement.

MOTION:

Motion by Commissioner Sherman, seconded by Commissioner Nickita:

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, authorizing the transfer of the appropriate funds by the Finance Department for the contract effective July 1, 2019.

VOTE: Ayes, 7
 Nays, 0

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
Mayor Pro Tem Longe referred to the Meeting Minutes of 2/10/2020 inclusive of Mr. Bender's comments. She noted that the next step was for the team to experiment with two work sessions and review the output. She supports the suggestion and asked Mayor Boutros and City Manager Valentine how the commission could move toward the recommendation.
Mayor Boutros expressed that he and City Manager Valentine had a follow up conversation with Mr. Bender, and he recommended workshops. Mayor Boutros went on to say that he is in the process of talking with remaining commissioners individually to implement the recommendation.
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 11:43 p.m.

ATTACHMENT A**03-056-20****MAPLE RD CONSTRUCTION CONTRACT AWARD WITH MDOT
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>	<u>Account Number</u>	<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	\$ 10,000.00
	<u>TOTAL</u>	<u>\$ 7,181,732.82</u>

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	<u>500,000</u>

Total Expenditures	<u>\$1,023,572</u>
--------------------	--------------------

Major Street Fund

Revenues:

202-000.000-699.0101	Transfer In – General Fund	\$(500,000)
Total Revenue	<u>\$(500,000)</u>	

Expenditures:

202-303.001-971.0100	Machinery & Equip. – Traffic Control	\$(100,000)
202-449.001-981.0100	Public Improvements – Construction	<u>(400,000)</u>

	Total Expenditures	<u><u>\$(500,000)</u></u>
<u>Local Street Fund</u>		
Revenues:		
203-000.000-400.0000	Draw from Fund Balance	\$500,000
203-000.000-699.0101	Transfer In – General Fund	<u><u>(500,000)</u></u>
	Total Revenue	<u><u>\$ -0-</u></u>
<u>Water Fund</u>		
Revenues:		
591-000.000-400.0000	Draw from Net Position	\$161,282
591-000.000-699.0101	Transfer In – General Fund	<u><u>500,000</u></u>
	Total Revenue	<u><u>\$661,282</u></u>
Expenses:		
591-537.004-981.0100	Public Improvements – Water Mains	<u><u>\$661,282</u></u>
	Total Expenses	<u><u>\$661,282</u></u>

City of Birmingham
Warrant List Dated 03/11/2020

Meeting of 03/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
272210	*	000855	48TH DISTRICT COURT	100.00
272211	*	000855	48TH DISTRICT COURT	200.00
272212	*	000855	48TH DISTRICT COURT	100.00
272213	*	000855	48TH DISTRICT COURT	100.00
272214	*	000855	48TH DISTRICT COURT	70.00
272215	*	008226	KATHERINE ABELA	448.50
272217		001206	AMERICAN MIDWEST PAINTING INC	4,755.00
272218		MISC	ARNOLD ROOFING & CONSTRUCTION INC	100.00
272219		MISC	B-DRY SYSTEM OF MICHIGAN INC	200.00
272221		001122	BOB BARKER CO INC	808.00
272222		003012	BATTERIES PLUS	292.79
272223		MISC	BCM HOME IMPROVEMENT	100.00
272224		MISC	BENINATI POOL AND SPA	200.00
272225		002588	THE BLIND FACTORY INC	707.00
272226		MISC	BLUE STAR	2,500.00
272227		003526	BOUND TREE MEDICAL, LLC	676.62
272228	*	006953	JACQUELYN BRITO	124.09
272232		MISC	CASTLEMARK HOMES INC	300.00
272236		MISC	CHUCK-WAYS CONTRACTING CO	500.00
272237		000605	CINTAS CORPORATION	426.98
272237	*	000605	CINTAS CORPORATION	13.89
272238		MISC	CJ LEMAIRE CUSTOM RENOVATION BLDG	200.00
272239		004188	COFFEE BREAK SERVICE, INC.	2.25
272240		009167	COL'S FAMILY RESTAURANT	109.29
272241	*	008955	COMCAST	74.77
272242		002668	CONTRACTORS CLOTHING CO	83.37
272243		008582	CORE & MAIN LP	584.18
272245		000233	DEAN SELLERS	1,870.28
272246		000190	DOWNRIVER REFRIGERATION	44.24
272247	*	000180	DTE ENERGY	44,163.52
272248	*	000179	DTE ENERGY	159.05
272249	*	000179	DTE ENERGY	136.60
272250		MISC	DUNRITE ROOFING AND SIDING COMPANY	200.00
272252	*	009100	ENZO WATER SERVICE	210.00
272254		007212	FOSTER BLUE WATER OIL	438.31
272255	*	004604	GORDON FOOD	282.45
272256		MISC	GRENNAN CONSTRUCTION	100.00
272257		000249	GUARDIAN ALARM	246.80
272258		000948	HYDROCORP	1,315.00
272259	*	MISC	JIM STEPHENSON	87.00
272260		MISC	JOHN MCCARTER CONSTRUCTION LLC	100.00
272261	*	007244	CHRISTOPHER JUDKINS	153.00

City of Birmingham

Warrant List Dated 03/11/2020

Meeting of 03/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
272262		MISC	KEARNS BROTHERS INC	100.00
272263		006127	LANDSCAPE FORMS, INC	2,372.18
272264		005932	LANSING COMMUNITY COLLEGE	974.00
272265		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	330.75
272266		MISC	LYNCH CUSTOM HOMES	2,500.00
272267		003934	MADISON GENERATOR SERVICE INC	269.85
272268		001417	MAJIK GRAPHICS INC	720.00
272269	*	009124	ALEXANDRA MERCURIO	210.00
272270		008793	MERGE MOBILE, INC.	73.00
272271		009085	MGSE SECURITY LLC	480.00
272272	*	MISC	MICHAEL HEALY	850.00
272273		MISC	MICHIGAN BASEMENTS LLC	100.00
272275		001169	MJ AWARDS	140.00
272276		001173	MODERNISTIC CLEANING SVCS INC	352.80
272278		001194	NELSON BROTHERS SEWER	105.00
272279		007915	NENA	142.00
272280		007755	NETWORK SERVICES COMPANY	784.46
272281		001010	NFPA	213.35
272283	*	000477	OAKLAND COUNTY	3,499.48
272284	*	000481	OFFICE DEPOT INC	615.09
272285		MISC	OLIVER HATCHER CONSTRUCTION	500.00
272286		009151	PARAGON LABORATORIES INC	1,107.00
272287		009151	PARAGON LABORATORIES INC	574.00
272288	*	001753	PEPSI COLA	830.40
272289		MISC	PERSPECTIVES CUSTOM CABINETRY INC	200.00
272290		008974	PREMIER PET SUPPLY	144.90
272291		MISC	ROCK BUILDING CO INC	400.00
272292		MISC	ROCK BUILDING COMPANY INC	1,000.00
272293		MISC	ROMANA CONSTRUCTION INC	100.00
272294		000218	ROYAL OAK P.D.Q. LLC	197.00
272295		009178	SERVICE GLASS COMPANY INC	1,294.02
272296		007142	SHERWIN-WILLIAMS COMPANY	295.20
272297	*	004202	SHRED-IT USA	438.62
272300		006783	STATE OF MICHIGAN	30.00
272301		004544	STRYKER SALES CORPORATION	966.44
272302		000256	SUBURBAN BUICK GMC INC	766.42
272303		MISC	TECHHOME BUILDING CO., LLC	1,400.00
272304		008949	TEREX UTILITIES INC	181,846.00
272305		MISC	THE GREEN PANEL	400.00
272306		000275	TIRE WHOLESALERS CO INC	188.00
272308	*	000293	VAN DYKE GAS CO.	133.63
272309		009177	VANDYKE HORN PUBLIC RELATIONS LLC	7,000.00
272311	*	000158	VERIZON WIRELESS	755.62

City of Birmingham
Warrant List Dated 03/11/2020

Meeting of 03/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
272312	*	000158	VERIZON WIRELESS	76.02
272313	*	000158	VERIZON WIRELESS	220.75
272314	*	000158	VERIZON WIRELESS	1,040.00
272316		000299	WEINGARTZ SUPPLY	61.99
272317	*	007355	LINDSAY WILLEN	988.00
SUBTOTAL PAPER CHECK				\$281,068.95
<u>ACH TRANSACTION</u>				
2154	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	146,131.03
2156		008667	APOLLO FIRE APPRATUS REPAIR INC	175.07
2157	*	000517	BEIER HOWLETT P.C.	37,583.25
2158		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	555,423.81
2159	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	78.75
2160	*	000157	BOB ADAMS TOWING INC	155.00
2161	*	008044	CLUB PROPHET	1,080.00
2164	*	000565	DORNBOS SIGN & SAFETY INC	1,391.50
2165	*	001077	DUNCAN PARKING TECH INC	9,762.75
2166	*	000243	GRAINGER	206.12
2167		001672	HAYES PRECISION INC	30.50
2168	*	008851	INSIGHT INVESTMENT	5,240.98
2169	*	002407	J & B MEDICAL SUPPLY	665.83
2170		000261	J.H. HART URBAN FORESTRY	21,585.13
2171		000186	JACK DOHENY COMPANIES INC	605.00
2172	*	002576	JAX KAR WASH	224.00
2173	*	003458	JOE'S AUTO PARTS, INC.	41.33
2174	*	005876	KROPF MECHANICAL SERVICE COMPANY	243.00
2175	*	005550	LEE & ASSOCIATES CO., INC.	2,584.28
2176	*	006359	NYE UNIFORM COMPANY	234.50
2177		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	350,097.75
2178	*	002767	OSCAR W. LARSON CO.	295.00
2179		008269	PREMIER SAFETY	11.93
2180	*	003785	SIGNS-N-DESIGNS INC	115.00
2181	*	000254	SOCRRA	225.00
2182	*	001097	SOCWA	122,779.59
2183		005787	SOUTHEASTERN EQUIPMENT CO. INC	141.03
2184	*	004887	TRUCK & TRAILER SPECIALTIES INC	40.00
2185		000298	VESCO OIL CORPORATION	83.25
2186	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,781.50
SUBTOTAL ACH TRANSACTION				\$1,259,011.88

City of Birmingham
Warrant List Dated 03/11/2020

Meeting of 03/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$1,540,080.83

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 03/18/2020

Meeting of 03/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
272318	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,717.50
272319		MISC	220 RESTAURANT HOSPITALITY LLC	100.00
272320	*	000855	48TH DISTRICT COURT	100.00
272321	*	000855	48TH DISTRICT COURT	200.00
272322	*	000855	48TH DISTRICT COURT	100.00
272323	*	000855	48TH DISTRICT COURT	100.00
272324	*	000855	48TH DISTRICT COURT	100.00
272325	*	000855	48TH DISTRICT COURT	327,851.79
272327		MISC	770 S ADAMS LLC	100.00
272328		MISC	AARON FLOSS RENOVATIONS LLC	300.00
272330	*	007266	AETNA BEHAVIORAL HEALTH LLC	463.45
272331		003708	AIRGAS USA, LLC	222.22
272332		000951	ALL AMERICAN CASH REGISTER	190.00
272333		MISC	ALLEN BROTHERS INC.	700.00
272334		MISC	ALLIED SIGNS INC	400.00
272335		MISC	ALLOY GUTTER	100.00
272337		MISC	ANTONELLI LANDSCAPE	100.00
272338	*	008977	JOBMATCH LLC DBA APPLICANTPRO	1,113.00
272339		003946	ARAMARK	121.91
272340	*	006759	AT&T	295.22
272341	*	006759	AT&T	78.62
272342	*	006759	AT&T	158.21
272343	*	006759	AT&T	159.35
272345	*	004027	AUTOMATED BENEFIT SVCS INC	9,075.30
272346		MISC	BABI CONSTRUCTION INC	3,850.00
272347		006534	BADER AND SONS CO	1,335.71
272349		MISC	BAKER DESIGN + BUILD	200.00
272350	*	003839	MATTHEW J. BARTALINO	50.00
272351	*	001086	CITY OF BIRMINGHAM	1,407.80
272353		004244	BOLYARD LUMBER	28.56
272354		003526	BOUND TREE MEDICAL, LLC	256.86
272355	*	MISC	BRIDGET E TRAVERS	546.46
272356	*	006953	JACQUELYN BRITO	45.19
272357		007772	BRIXNSTONE LLC	2,850.00
272358		000444	CDW GOVERNMENT INC	208.05
272358	*	000444	CDW GOVERNMENT INC	980.13
272362		MISC	CHR SERVICES	100.00
272363		007710	CINTAS CORP	298.57
272364		000605	CINTAS CORPORATION	295.92
272365		001318	CLOVERDALE EQUIPMENT CO	2,905.00
272366	*	004026	COFINITY	1,512.00
272368	*	000627	CONSUMERS ENERGY	4,960.66

City of Birmingham

Warrant List Dated 03/18/2020

Meeting of 03/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
272369		001367	CONTRACTORS CONNECTION INC	181.40
272370		008512	COOL THREADS EMBROIDERY	946.88
272371		008582	CORE & MAIN LP	1,005.89
272372		MISC	D L FLOYD INC	1,000.00
272374	*	MISC	DAVID & ELISE SCHOSTAK	3,725.55
272375		008005	DE LAGE LANDEN FINANCIAL SVCS INC	198.93
272376		000233	DEAN SELLERS	1,514.04
272377		MISC	DEN-MAN CONTRACTORS	1,000.00
272378		005216	DEN-MAN CONTRACTORS INC	800.00
272379	*	006907	DENTEMAX, LLC	145.80
272380		MISC	DEYONKER WINDOW & DOOR CO	100.00
272381	*	000180	DTE ENERGY	9,098.54
272382	*	007538	EGANIX, INC.	720.00
272383		004615	ENGLISH GARDENS	500.00
272385	*	MISC	FADI NASSAR	4,857.37
272386		001223	FAST SIGNS	585.16
272387		MISC	FAST SIGNS OF BIRMINGHAM	200.00
272388		009171	FLIGHTSCOPE MEVO LLC	2,019.00
272389		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
272390	*	MISC	GEOFFREY MORGENSTERN	1,328.64
272391		006384	GEOGRAPHIC INFORMATION SERVICES, IN	185.01
272392		MISC	GLASS, DAVID E	200.00
272393	*	MISC	GOKCE DONAT	812.57
272394	*	004604	GORDON FOOD	25.30
272395		008293	GRAINGER	3,812.73
272396	*	004686	GRAND TRUNK WESTERN	200.00
272397		001168	GREEK ISLANDS CONEY ISLAND	1,249.07
272399		001531	GUNNERS METER & PARTS INC	2,004.50
272400		001447	HALT FIRE INC	655.00
272401		008613	HENRY FORD HEALTH SYSTEM	465.00
272402		MISC	HUNT SIGN CO	200.00
272403		000948	HYDROCORP	4,275.00
272404		008614	INDUSTRIAL STEAM CLEANING	400.00
272406		000344	J.T. EXPRESS, LTD.	2,079.47
272407	*	MISC	JEFFREY ROGERS	2,341.79
272408		008564	JERRY'S TIRE	379.00
272409	*	MISC	KATIE SCHAFER	107.00
272410	*	004088	KGM DISTRIBUTORS INC	267.00
272412		005452	KNOX COMPANY	857.00
272413	*	000352	JILL KOLAITIS	1,914.00
272414		004085	KONE INC	2,687.19
272415	*	000362	KROGER COMPANY	113.72
272416	*	MISC	LAKE MICHIGAN CREDIT UNION	1,322.19

City of Birmingham

Warrant List Dated 03/18/2020

Meeting of 03/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
272417	*	008792	JOSEPH LAMBERT	92.35
272418		MISC	LANDSCULPTORS, INC.	100.00
272419		MISC	LANGE BUILDING COMPANY LLC	500.00
272420		003620	LANGUAGE LINE SERVICES INC	35.00
272421	*	MISC	LARRY GAMBOTTO	27.84
272422	*	MISC	LERETA	387.90
272423		MISC	LIVIDINI & WATSON BUILDING LLC	200.00
272424	*	008158	LOGICALIS INC	9,700.00
272425		000312	LUCKENBACH-ZIEGELMAN ARCHITECT	922.90
272426	*	008417	M-1 STUDIOS LLC	11,970.00
272427		007910	MACALLISTER RENTALS	348.19
272428		MISC	MANSOUR, WASEEM	100.00
272429	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
272430		MISC	MGM IMPROVMENTS	200.00
272431		MISC	Michael Pilles	200.00
272432	*	000377	MICHIGAN MUNICIPAL LEAGUE	85.92
272433	*	006461	MID AMERICA RINK SERVICES	683.00
272435		000230	MIKE SAVOIE CHEVROLET INC	99.00
272436	*	008869	HALLE MISRA	712.00
272437		MISC	MJB ROOFING INC	100.00
272438		008319	MKSK INC	509.80
272439		MISC	MNC & ANC PROFESSIONAL SERVICES	200.00
272441		007755	NETWORK SERVICES COMPANY	777.57
272442	*	000477	OAKLAND COUNTY	754,503.65
272443		008712	OAKLAND COUNTY HEALTH DIVISION	350.00
272443	*	008712	OAKLAND COUNTY HEALTH DIVISION	298.00
272444	*	003461	OBSERVER & ECCENTRIC	959.30
272445	*	004370	OCCUPATIONAL HEALTH CENTERS	234.00
272446	*	000481	OFFICE DEPOT INC	491.92
272447		MISC	OULETTE CARPENTRY	200.00
272449	*	006625	PACIFIC TELEMAGEMENT SERVICES	78.00
272450		009151	PARAGON LABORATORIES INC	492.00
272451		009151	PARAGON LABORATORIES INC	1,107.00
272452		009151	PARAGON LABORATORIES INC	738.00
272453		009151	PARAGON LABORATORIES INC	902.00
272454		009151	PARAGON LABORATORIES INC	82.00
272455	*	MISC	PATRICK & KATIE CORDEN	172.81
272457		001341	PIFER GOLF CARS INC	5,850.00
272459		002518	PITNEY BOWES INC	845.88
272460		MISC	RENEWAL BY ANDERSEN	1,000.00
272461		006130	RESCUE RESPONSE GEAR INC	751.90
272462		006931	RESTAURANT EQUIPPERS	1,986.28
272463		MISC	ROBERT HARPSTER	200.00

City of Birmingham
Warrant List Dated 03/18/2020

Meeting of 03/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
272464	*	MISC	RYAN NOWARD	1,420.29
272465	*	002806	SAM'S CLUB/SYNCHRONY BANK	758.92
272466	*	008983	BRENNA SANDLES	357.00
272467		MISC	SCACCIA BUILDING COMPANY	700.00
272468	*	MISC	SCOTT EVERLY &	2,465.33
272469		MISC	SHUSTER, STUART B	100.00
272470		MISC	SIGN FABRICATORS INC	200.00
272471		MISC	SIGNS BY TOMORROW INC, R.O.	200.00
272472	*	002021	SMAFC	20.00
272474	*	002809	STATE OF MICHIGAN	749.56
272475		000256	SUBURBAN BUICK GMC INC	420.26
272476		005863	SUCCESS COMMUNICATIONS, INC.	797.00
272477	*	004355	SYMETRA LIFE INSURANCE COMPANY	35,889.12
272479		001076	TAYLOR FREEZER OF MICH INC	325.00
272480		007586	TELEFLEX LLC	1,042.00
272482		008944	THE PRINT STOP, INC.	600.00
272483		008372	TREASURER, CITY OF STERLING HEIGHTS	484.50
272484		000931	VARSITY SHOP	175.08
272485	*	000158	VERIZON WIRELESS	150.12
272486	*	000158	VERIZON WIRELESS	1,361.58
272487		MISC	VIAZANKO CONSTRUCTION SERVICES	700.00
272488		MISC	WALLSIDE INC	1,500.00
272489	*	004497	WATERFORD REGIONAL FIRE DEPT.	106.15
272490		MISC	WEATHERSEAL HOME IMPROVEMENT CO INC	200.00
272491	*	000301	PAUL WELLS	129.12
272492		009128	WITMER PUBLIC SAFETY GROUP INC	106.58
272493	*	003890	LAUREN WOOD	30.00
272494		008391	XEROX CORPORATION	283.48
272494	*	008391	XEROX CORPORATION	1,005.81
272495	*	006759	AT&T	304.13
272496	*	008955	COMCAST	258.35
SUBTOTAL PAPER CHECK				\$1,281,790.81

ACH TRANSACTION

2189	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	18,142.18
2191		002679	ANCHOR WIPING CLOTH CO	135.00
2193	*	000518	BELL EQUIPMENT COMPANY	1,895.54
2194	*	007345	BEVERLY HILLS ACE	5.39
2195	*	009181	DELTA TEMP SERVICES INC	2,228.00
2196		009139	DUBOIS CHEMICALS INC	232.00
2197		007684	ELITE TRAUMA CLEAN-UP INC.	70.00
2198	*	000207	EZELL SUPPLY CORPORATION	1,878.17
2199		001230	FIRE SYSTEMS OF MICHIGAN LLC	213.50
2200	*	007314	FLEIS AND VANDENBRINK ENG. INC	946.00

City of Birmingham
Warrant List Dated 03/18/2020

Meeting of 03/23/2020

Check Number	Early Release	Vendor #	Vendor	Amount
2201	*	000243	GRAINGER	347.68
2202	*	001672	HAYES PRECISION INC	30.50
2203	*	002407	J & B MEDICAL SUPPLY	689.46
2204		000261	J.H. HART URBAN FORESTRY	10,872.00
2205	*	003458	JOE'S AUTO PARTS, INC.	539.12
2206		003845	JOHNSON HILL LAND ETHICS STUDIO INC	675.00
2207	*	000891	KELLER THOMA	1,085.95
2208	*	005550	LEE & ASSOCIATES CO., INC.	3,900.24
2210	*	006359	NYE UNIFORM COMPANY	378.50
2211		000254	SOCRRA	141,357.00
2212		005787	SOUTHEASTERN EQUIPMENT CO. INC	422.78
2213		000273	TERMINAL SUPPLY CO.	23.36
2214		000926	WRIGHT TOOL COMPANY	75.00
SUBTOTAL ACH TRANSACTION				\$186,142.37
GRAND TOTAL				\$1,467,933.18

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham

Warrant List Dated 03/25/2020

Meeting of 04/06/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
272497	*	000801	POSTMASTER	2,008.02
272499		MISC	4-EVER-WATER-TITE LLC	100.00
272500	*	000855	48TH DISTRICT COURT	100.00
272501	*	008226	KATHERINE ABELA	396.50
272502		008872	ACE DOOR COMPANY	823.00
272504		000167	ANDERSON ECKSTEIN WESTRICK INC	2,422.00
272505		009180	ANTHEM SPORTS LLC	345.53
272506	*	006759	AT&T	268.18
272507	*	006759	AT&T	248.39
272508	*	006759	AT&T	174.35
272509	*	006759	AT&T	93.90
272511	*	003839	MATTHEW J. BARTALINO	119.56
272512		MISC	BCM HOME IMPROVEMENT	100.00
272513		MISC	BELL, MICHAEL C	100.00
272514		002231	BILLINGS LAWN EQUIPMENT INC.	36.73
272515		000524	BIRMINGHAM LOCKSMITH	178.00
272516	*	001086	CITY OF BIRMINGHAM	259.19
272517	*	008870	KASEY BOEGNER	492.00
272518		003526	BOUND TREE MEDICAL, LLC	1,817.76
272519	*	006953	JACQUELYN BRITO	17.79
272520		MISC	BROWN-SCHROEDER AND COMPANY	300.00
272521	*	006177	BULLSEYE TELECOM INC	125.36
272522		009078	CANON SOLUTIONS AMERICA INC	345.66
272525		MISC	CHRIS MORGAN & ASSOCIATES INC	500.00
272526		000605	CINTAS CORPORATION	13.89
272527	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,363.71
272528	*	004188	COFFEE BREAK SERVICE, INC.	88.95
272529		009167	COL'S FAMILY RESTAURANT	141.24
272530		MISC	COLONIAL SALES & ENGINEERING I	200.00
272531	*	000627	CONSUMERS ENERGY	7,062.32
272532		001367	CONTRACTORS CONNECTION INC	19.00
272533		MISC	DAS CONTRACTING LLC	300.00
272534		000177	DELWOOD SUPPLY	41.38
272535	*	006999	CHRISTOPHER DEMAN	621.00
272536		005216	DEN-MAN CONTRACTORS INC	2,453.98
272537	*	007980	CURTIS DAVID DICHO	870.00
272538	*	000179	DTE ENERGY	55.31
272539	*	000179	DTE ENERGY	553.00
272540	*	000179	DTE ENERGY	35.19
272541	*	000179	DTE ENERGY	37.84
272542	*	000179	DTE ENERGY	42.05
272543	*	000179	DTE ENERGY	2,120.94

City of Birmingham
Warrant List Dated 03/25/2020

Meeting of 04/06/2020

Check Number	Early Release	Vendor #	Vendor	Amount
272544	*	000179	DTE ENERGY	3,956.81
272545	*	000179	DTE ENERGY	5,323.83
272546	*	000179	DTE ENERGY	1,545.50
272547	*	000179	DTE ENERGY	5,972.68
272548	*	000179	DTE ENERGY	264.91
272549	*	000179	DTE ENERGY	46.28
272550	*	000179	DTE ENERGY	1,791.79
272551	*	000179	DTE ENERGY	224.00
272552	*	000179	DTE ENERGY	43.50
272553	*	000179	DTE ENERGY	331.50
272554	*	000179	DTE ENERGY	13.69
272556		000936	FEDEX	327.89
272557		MISC	FINNICUM, WILHELMINA MARIAH	500.00
272558	*	008868	JULIA FRYKMAN	260.50
272559	*	004604	GORDON FOOD	1,386.35
272560	*	006799	NATALIA HAASE	234.00
272561		006845	HAWTHORNE	659.00
272562	*	001956	HOME DEPOT CREDIT SERVICES	7,010.10
272563	*	009029	HORIZON COMMUNICATIONS CO. INC	5,270.40
272564		MISC	JOHN JAMES RUNYON	1,390.00
272565		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	326.29
272566	*	MISC	KATHERINE MOY	200.00
272567	*	000352	JILL KOLAITIS	1,406.50
272568	*	000362	KROGER COMPANY	283.18
272569		MISC	KULLA CONSTRUCTION INC	100.00
272570		004362	LEATHERS & ASSOCIATES INC	426.37
272571		MISC	LEWAND CUSTOM HOMES LLC	400.00
272573	*	MISC	LINDSAY LEE	190.00
272574		MISC	LITTLE PRINCE PROPERTIES INC	200.00
272575		009179	LITTLEGUIDE DETROIT	750.00
272577	*	MISC	M. KATHERINE ALLEN	200.00
272578	*	007354	ALIS MANOOGIAN	380.00
272579	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
272580		009000	MAYVA K COLLECTION LLC	323.00
272581		000888	MCKENNA ASSOCIATES INC	58,632.75
272582	*	001505	MEADOWBROOK INSURANCE GROUP	19,753.00
272583	*	MISC	MEAGAN KAWA	200.00
272584		008201	MECHANICAL DESIGN & INSTALLTN LLC	2,510.00
272585		003099	MICHIGAN POLICE EQUIP.	1,644.00
272586		007214	MIDWEST ARBORIST SUPPLIES	786.85
272588		007163	MOBILE HEALTH RESOURCES	1,698.65
272589		001194	NELSON BROTHERS SEWER	840.00
272590		007755	NETWORK SERVICES COMPANY	133.44

City of Birmingham
Warrant List Dated 03/25/2020

Meeting of 04/06/2020

Check Number	Early Release	Vendor #	Vendor	Amount
272591		005431	NILFISK, INC.	120.00
272592		004110	OAKLAND COMMUNITY COLLEGE	100.00
272593	*	000477	OAKLAND COUNTY	315.41
272594		008712	OAKLAND COUNTY HEALTH DIVISION	298.00
272595	*	004370	OCCUPATIONAL HEALTH CENTERS	221.00
272596	*	000481	OFFICE DEPOT INC	1,088.20
272597		007701	ON THE TEE	192.03
272598	*	006891	ONLINE STORES INC.	455.17
272599		003881	ORKIN PEST CONTROL	100.00
272600		001626	OXFORD OVERHEAD DOOR SALES CO.	368.50
272601		009151	PARAGON LABORATORIES INC	943.00
272602		009151	PARAGON LABORATORIES INC	697.00
272603		009151	PARAGON LABORATORIES INC	820.00
272604	*	001883	PIONEER DOOR COMPANY INC	575.00
272605		008028	PK SAFETY SUPPLY	114.07
272606		008901	PLANTE & MORAN CRESA, LLC	4,527.60
272607		MISC	PRM CUSTOM BUILDERS LLC	1,400.00
272608		003447	RAFT	475.00
272609		002566	REYNOLDS WATER	59.10
272610		000218	ROYAL OAK P.D.Q. LLC	1,150.04
272610	*	000218	ROYAL OAK P.D.Q. LLC	96.00
272611		MISC	SMOLYANOV HOME IMPROVMENT	200.00
272612		MISC	SOLDIER BUILDING	2,000.00
272613	*	007907	SP+ CORPORATION	4,870.00
272614		MISC	STAR BUILDERS INC	1,400.00
272615		001005	STATE OF MICHIGAN	400.00
272616		006895	STATE OF MICHIGAN	2,505.00
272617		MISC	STEVEN JAMES OLSON	100.00
272618		MISC	TRADEMARK CONSTRUCTION SERVICES	200.00
272619		MISC	TRESNAK CONSTRUCTION INC	100.00
272620	*	000930	TRI-COUNTY PLUMBING INSP ASSN	45.00
272621		005806	ULINE	97.60
272622	*	000293	VAN DYKE GAS CO.	171.81
272623	*	000158	VERIZON WIRELESS	680.61
272624	*	000158	VERIZON WIRELESS	126.76
272625		MISC	VESTEVICH, MARK T	200.00
272626		MISC	WALLSIDE INC	500.00
272627	*	002171	WEISSMAN'S COSTUMES	94.73
272629	*	007355	LINDSAY WILLEN	104.00
272630	*	003890	LAUREN WOOD	525.00
SUBTOTAL PAPER CHECK				\$191,264.11
<u>ACH TRANSACTION</u>				
2215	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	45,588.93

City of Birmingham
Warrant List Dated 03/25/2020

Meeting of 04/06/2020

Check Number	Early Release	Vendor #	Vendor	Amount
2216	*	002284	ABEL ELECTRONICS INC	20.98
2217		007013	AHEAD USA LLC	2,230.50
2219		008667	APOLLO FIRE APPRATUS REPAIR INC	84.83
2220	*	003282	LISA MARIE BRADLEY	156.00
2221	*	006380	C & S ICE RESURFACING SERVICES, INC	410.26
2222		007875	CANFIELD EQUIPMENT SERVICE INC.	4,982.50
2223	*	007835	SARAH CHUNG	118.75
2224	*	009181	DELTA TEMP SERVICES INC	4,882.00
2225		007359	DETROIT CHEMICAL & PAPER SUPPLY	99.12
2226	*	000207	EZELL SUPPLY CORPORATION	939.86
2227	*	001672	HAYES PRECISION INC	30.50
2229		000331	HUBBELL ROTH & CLARK INC	25,218.34
2230	*	007465	IN-HOUSE VALET INC	1,500.00
2231	*	002407	J & B MEDICAL SUPPLY	186.53
2232		000261	J.H. HART URBAN FORESTRY	12,218.31
2234	*	005876	KROPF MECHANICAL SERVICE COMPANY	2,395.00
2236	*	003945	SANDRA LYONS	39.00
2237	*	006359	NYE UNIFORM COMPANY	266.50
2238	*	003352	JAMIE CATHERINE PILLOW	4,175.50
2239	*	003554	RKA PETROLEUM	8,037.87
2240	*	003785	SIGNS-N-DESIGNS INC	1,455.00
SUBTOTAL ACH TRANSACTION				\$115,036.28
GRAND TOTAL				\$306,300.39

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham

Warrant List Dated 04/01/2020

Meeting of 04/06/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
272632		001797	ALLEGRA MARKETING, PRINT, MAIL	930.00
272633		MISC	ANTHONY BRANHAM	100.00
272634	*	007033	APPLIED IMAGING	1,627.35
272635	*	006759	AT&T	174.35
272636	*	007216	AT&T	96.59
272639		001122	BOB BARKER CO INC	216.90
272640	*	003839	MATTHEW J. BARTALINO	647.37
272641		MISC	BELFOR USA GROUP INC	200.00
272642		009142	BIDIGAIRE CONTRACTORS, INC	74,062.91
272643		003526	BOUND TREE MEDICAL, LLC	234.72
272644		000444	CDW GOVERNMENT INC	7,460.00
272644	*	000444	CDW GOVERNMENT INC	319.76
272645		007284	CINCINNATI TIME SYSTEMS, INC.	93.74
272647		008743	CIT GROUP/COMMERCIAL SERVICES	436.75
272648	*	008955	COMCAST	537.32
272649		002668	CONTRACTORS CLOTHING CO	316.80
272650		006104	DAPHNE'S HEADCOVERS	381.26
272651		000233	DEAN SELLERS	107.96
272652		000177	DELWOOD SUPPLY	8.26
272653	*	000179	DTE ENERGY	78.54
272654	*	000179	DTE ENERGY	29.00
272655	*	000179	DTE ENERGY	52.65
272656	*	000179	DTE ENERGY	15.56
272657	*	000179	DTE ENERGY	175.71
272658	*	000179	DTE ENERGY	62.65
272659		007992	FIRST DUE FIRE SUPPLY	2,047.35
272660		MISC	FREUND INVESTMENT LLC	100.00
272661	*	004604	GORDON FOOD	1,283.16
272662		007099	GRANICUS, INC.	1,951.52
272663	*	008007	GREAT LAKES WATER AUTHORITY	7,621.90
272666		MISC	ITEC ENTERPRISES LLC	900.00
272667		007643	KCS SUPPLY	514.00
272669		MISC	KOZA, KENNY Y	679.56
272670		000369	MCM	607.00
272671		MISC	MICHAEL SHARPE ROOFING	200.00
272673		MISC	NELSON BROS SWR & PLBG SVC INC	1,000.00
272674		007755	NETWORK SERVICES COMPANY	1,004.11
272675		MISC	NU PIPE LLC	1,000.00
272677	*	000481	OFFICE DEPOT INC	2,050.21
272678		001626	OXFORD OVERHEAD DOOR SALES CO.	191.00
272679		003588	PATRIOT 2000 INC.	662.63
272680		MISC	PETRUCCI JOHNSON HOMES LLC	200.00

City of Birmingham
Warrant List Dated 04/01/2020

Meeting of 04/06/2020

Check Number	Early Release	Vendor #	Vendor	Amount
272681		008028	PK SAFETY SUPPLY	114.07
272682		008901	PLANTE & MORAN CRESA, LLC	4,500.00
272683		008974	PREMIER PET SUPPLY	117.97
272684		004476	QUALITY FIRST AID AND SAFETY INC.	163.90
272685		006729	QUENCH USA INC	123.60
272686		004137	R & R FIRE TRUCK REPAIR INC	981.20
272687		000218	ROYAL OAK P.D.Q. LLC	184.00
272688		MISC	SACHSE CONSTRUCTION	300.00
272689		002263	SAFETY SERVICES INC	1,163.97
272690		MISC	SALIENT SIGN COMPANY	200.00
272691		008383	SEMBOIA, INC.	240.00
272693		MISC	SPELLER, ERIN J	850.00
272694	*	008507	SUPERFLEET MASTERCARD PROGRAM	296.39
272695		MISC	The Townsend Hotel	100.00
272696		MISC	THORNTON & GROOMS INC.	725.77
272697		MISC	TRADEMARK CONSTRUCTION SERVICES	200.00
272698		007226	VALLEY CITY LINEN	73.45
272699	*	000158	VERIZON WIRELESS	962.56
272700	*	000158	VERIZON WIRELESS	50.99
272701	*	000301	PAUL WELLS	155.27
272703	*	005794	WINDSTREAM	785.06
272704		008408	WISS, JANNEY, ELSTNER ASSOC. INC	16,849.60
SUBTOTAL PAPER CHECK				\$139,516.39
ACH TRANSACTION				
2242	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	23,663.45
2245	*	002284	ABEL ELECTRONICS INC	1,838.00
2246	*	002909	ACOM SOLUTIONS, INC.	250.00
2248		008667	APOLLO FIRE APPRATUS REPAIR INC	32.55
2249		000282	APOLLO FIRE EQUIPMENT	109.75
2250	*	007345	BEVERLY HILLS ACE	122.36
2251	*	000207	EZELL SUPPLY CORPORATION	483.84
2252		001230	FIRE SYSTEMS OF MICHIGAN LLC	42.50
2253	*	007314	FLEIS AND VANDENBRINK ENG. INC	344.00
2254	*	007807	G2 CONSULTING GROUP LLC	2,448.50
2255	*	000243	GRAINGER	688.05
2256	*	007465	IN-HOUSE VALET INC	3,000.00
2257	*	002407	J & B MEDICAL SUPPLY	102.60
2258	*	003458	JOE'S AUTO PARTS, INC.	23.78
2259	*	005550	LEE & ASSOCIATES CO., INC.	563.84
2262	*	006359	NYE UNIFORM COMPANY	211.00
2263	*	004320	TRI-COUNTY POWER RODDING, INC	650.00
SUBTOTAL ACH TRANSACTION				\$34,574.22

City of Birmingham
Warrant List Dated 04/01/2020

Meeting of 04/06/2020

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$174,090.61

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Department of Public Services

DATE: March 13, 2020

TO: Joseph A. Valentine, City Manager

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

SUBJECT: Holiday Lights 2020 Purchase

INTRODUCTION:

In 2019, the Department of Public Services changed the timing of ordering holiday lights to February or March instead of July or August based on better pricing at this time of year. The lights will be purchased and stored for use in the 2020-2021 holiday season.

BACKGROUND:

The City uses LED (light-emitting diode) lights to decorate all of the street trees in Downtown Birmingham, including Maple, Old Woodward, Pierce, Hamilton, Henrietta, Martin, Merrill, Brown, Peabody, and Adams. The holiday decorating program also includes City Properties such as City Hall, the Department of Public Services, the Library, parking structures and Shain Park, using LED lights. Prior to 2010, the same locations were decorated with incandescent lights. LED holiday lights consume 75 percent less energy than their incandescent counterparts.

The Birmingham Shopping District (BSD) participates in the holiday lighting program by budgeting for a portion of the decorated trees. The BSD endorses the purchase of "warm white" LED lights based on recommendations from merchant meetings and the BSD maintenance committee. It should be noted, a percentage of this purchase will be reimbursed by the BSD for material and installation services.

While LED lights are more expensive, they last longer and we are able to decorate trees in approximately 1/3 of the town every year with new lights. Our program is typically as follows: We decorate 1 of 3 sections of town with new lights. We will leave this section trees decorated for a maximum of 3 years with LED lights, only removing the lights directly around the trunk of the tree after the holidays. We do this to save money on labor and time during the holiday season. We start this process beginning about mid-September, adding new lights to the section of town in need of complete decoration. After this section is complete, the crews visit the other areas of town with existing lights in the canopy, add lights from storage to the trunks (removed from the previous year) and power them up, troubleshooting problems, checking for outages or damage and replacing lights accordingly.

The City decorates approximately 400 trees every year for the holidays. With an average of 25 strands per tree, and 70 lights per strand, Birmingham has over 700,000 lights for the holidays!

We purchase new lights for Shain Park every season. When Shain lights have been through one season, the following season they are typically used to make repairs to other decorated trees downtown, most often the 3rd year lights. Last year was the 3rd year for the following areas: Maple Road between Woodward Avenue and Southfield Road. This purchase includes lights for Maple Road between Woodward Avenue and Southfield Road, Henrietta Street, Martin Street, Bates Street, Townsend Street, Adams Road and Shain Park. See attached map of lights schedule. The aforementioned areas are decorated with the warm white LED lights. This order also includes multicolor LED lights to replace lights on City properties such as City Hall, the Birmingham Museum and City parking structures.

Sealed bids were opened on Thursday, March 5, 2020 for the cost of 2500 sets of warm white LED lights and 500 sets of multicolor LED lights, a total of 3000 sets of LED lights to supply the City's holiday decorating program. Three bidders responded. The result of the sealed bids follows in the table below.

Company	Bid Price	Deviations
Sassin Management Services LLC & Xpress Holiday Lighting	\$26,250.00	No
Wintergreen Corporation	\$28,025.00	No
First Facility Services, Inc.	\$42,540.00	Yes
First Facility Services, Inc.	\$51,382.72	No

LEGAL REVIEW:

There has been no legal review of this annual purchase over the years.

FISCAL IMPACT:

This purchase was included in the 2019-2020 Approved Budget. Funds for this purchase have been budgeted in the General Fund-Community Activities Operating Supplies account #101-441.004.729.0000 and the General Fund- Property Maintenance Operating Supplies account # 101-441.003-729.0000. The Birmingham Shopping District (BSD) reimburses by way of journal entry for a portion of this purchase and labor to install at the end of each season.

PUBLIC COMMUNICATIONS:

There are no public communications needed for this purchase.

SUMMARY:

The Department of Public Services recommends awarding the Holiday Lights 2020 purchase to the lowest qualified bidder, Sassin Management Services LLC & Xpress Holiday Lighting. Their proposal is for the specified LED commercial grade products. We have performed reference checks, interviewed and requested sample sets of lights to assure

delivery timeline, the color of "warm white" range matches what we currently use that sometimes varies from manufacturer to manufacturer, and great customer service in providing replacement strands free of charge if found to be not working.

In March of 2019, the City purchased 2500 sets of the same type of lights for a total purchase price of \$22,425.00, which equals \$8.97 per set. In 2018, the City purchased 2500 sets of lights for a total purchase price of \$23,250.00, which equals \$9.30 per set. This purchase of 3000 sets totaling \$26,250 equals \$8.75 per set.

ATTACHMENTS:

Attached is the Bidder's Agreement, Cost Proposal, Delivery Date, and Iran Sanctions Act Vendor Certification Form. A map of the holiday lights schedule is also attached. A signed Agreement and Insurances have not been required documents as part of the purchase of only holiday lights or supplies.

SUGGESTED RESOLUTION:

To approve the purchase of holiday lights from Sassin Management Services LLC & Xpress Holiday Lighting for a total cost not to exceed \$26,250.00. Funds are available from the General Fund-Community Activities Operating Supplies account #101-441.004-729.0000 and Property Maintenance Operating Supplies account # 101-441.003-729.000 for this purchase.

**ATTACHMENT A - BIDDER'S AGREEMENT
HOLIDAY LIGHTS 2020**

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

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

<u>PAUL SASSIN</u>	<u>2/26/20</u>
PREPARED BY (Print Name)	DATE
<u>OWNER</u>	<u>2/26/20</u>
TITLE	DATE
<u>P.A.</u>	<u>SASSINPAUL@yahoo.com</u>
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>SASSIN MANAGEMENT</u>	<u>SERVICES</u>
COMPANY	
<u>2570 BUCKINGHAM</u>	<u>BIRMINGHAM MI 48009</u>
ADDRESS	PHONE
<u>Xpress Holiday Lighting</u>	<u>586-850-0656</u>
NAME OF PARENT COMPANY	PHONE
<u>SAME</u>	
ADDRESS	

ATTACHMENT B - COST PROPOSAL**HOLIDAY LIGHTS 2020**

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:

COST PROPOSAL Holiday Lights 2020		
ITEM	QUANTITY	BID AMOUNT
LED 5 mm warm white , 70 count lights per set, full wave, full rectified, warm white bulbs, Steady, not twinkle. 1 piece construction, non-silicone husk, UL Listed. 4" spacing. Lead length 6", tail length 6". 22 AWG wire (green). String length no less than 23 feet.	2500 SETS	\$21,875
LED 5 mm multi-color , 70 count lights per set, full wave, full rectified, warm white bulbs, Steady, not twinkle. 1 piece construction, non-silicone husk, UL Listed. 4" spacing. Lead length 6", tail length 6". 22 AWG wire (green). String length no less than 23 feet.	500 SETS	\$4,375
Other (Attach Detailed Description)		
Delivery (If additional)		
TOTAL	3000 SETS	\$ 26,250

Firm Name SASSIN MANAGEMENT SERVICES / XPRESS HOLIDAY LIGHTS

Authorized signature



Date 2/2/20

**ATTACHMENT C – DELIVERY DATE
HOLIDAY LIGHTS 2020**

In order for the bid to be considered valid, the delivery date attachment must be completed.

DELIVERY DATE BY JUNE 30, 2020



Our company can meet the required delivery date for all sets of June 30, 2020.



Our company cannot meet the required delivery date for all sets of June 30, 2020.

Reason/Alternate date(s): _____

Firm Name SASSIN MANAGEMENT SERVICES

Authorized signature PA **Date** 2/26/20

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
HOLIDAY LIGHTS 2020**

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.

<u>PAUL SASSIN</u>		<u>2/26/20</u>	
PREPARED BY (Print Name)		DATE	
<u>OWNER</u>		<u>2/26/20</u>	
TITLE		DATE	
<u>PA</u>		<u>SASSINPAUL@yahoo.com</u>	
AUTHORIZED SIGNATURE		E-MAIL ADDRESS	
<u>SASSIN MANAGEMENT</u>			
COMPANY			
<u>2576 Buckingham</u>		<u>Birmingham MI 48007</u>	
ADDRESS		PHONE	
		<u>586-850-0656</u>	
NAME OF PARENT COMPANY		PHONE	
ADDRESS			
<u>83 0663409</u>			
TAXPAYER I.D.#			

Red=18-19 : Green=19-20 : Blue=20-21

Map showing the distribution of age groups (18-19, 19-20, 20-21) across the 43000 ZIP code area. The map displays a grid of streets and colored overlays representing the age groups. The legend indicates: Red=18-19, Green=19-20, and Blue=20-21. The map includes labels for streets such as W Maple Rd, W Merrill St, and W Brown St. A scale bar at the bottom right indicates distances in miles (0.03, 0.065, 0.13, 0.195, 0.26). A north arrow is also present.



MEMORANDUM

Department of Public Services

DATE: March 26, 2020

TO: Joseph A. Valentine, City Manager

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

SUBJECT: Spring 2020 Tree Purchase and Planting Project

INTRODUCTION:

Twice a year, the City of Birmingham plants trees in residential and major street rights-of-ways and parks as part of our tree replacement program. Sealed bids were opened on Tuesday, March 3, 2020 for the cost to provide and plant fifty (50) trees. The Request for Proposals (RFP) was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system. The trees will be planted along various street rights-of-way and parks during the spring of 2020. The project will begin once the restrictions on nonessential services issued according to Executive Order 2020-21 (COVID-19) have been lifted.

BACKGROUND:

This purchase will include providing all trees, planting, topsoil, and necessary pruning. Watering is the responsibility of the resident, and the contractor is to place watering notification flyers at every property receiving a new tree. The trees also come with a two-year warranty. The bulk of the planting will occur in the right of way on various residential streets, and a few will be planted in City parks. City employees will water the park trees. The City is participating in celebrating Oakland County's Bicentennial Anniversary and will be planting four Oak trees in Parks and City Property as part of this project.

Four (4) bidders responded to the request for proposals. The result of the sealed bids follows in the table below.

Bidder	Base Bid	Deviations?
County Line Nurseries, Inc.	\$29,750.00	No
Heritage & Company	\$38,000.00	No
Davey Tree Expert	\$39,720.00	No
Superior Scape, Inc.	\$42,961.00	No

County Line Nurseries, Inc. is able to supply all trees and perform all work as requested.

LEGAL REVIEW:

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

FISCAL IMPACT:

This project was included in the 2019-2020 Approved Budget. Funds are available from the Local Streets Fund-Forestry Service Contract account, the Major Streets Fund-Forestry Service Contract account, the Local Streets Fund-Operating Supplies account, the Major Streets Fund-Operating Supplies account, and the Parks Other Contractual Services account for these services.

PUBLIC COMMUNICATIONS:

The Department of Public Services (DPS) mails a postcard to all residential addresses receiving a tree as part of the spring or fall planting program. It provides details of the upcoming planting project and informs them they will be receiving a tree. As mentioned, upon the tree planting, a door hanger is provided at the residence with tree care instructions including water requirements.

SUMMARY:

The RFP requires bidders to provide references, completed projects similar in scope, size and purpose, and written plan/timeline for the project. After reviewing all submitted materials, checking references, and conducting an interview, the Department of Public Services recommends awarding the spring 2020 tree purchase and planting project to County Line Nurseries, Inc. They are a new vendor for us and are the lowest responsible and responsive bidder for the Spring 2020 Tree Purchase and Planting Project.

There is an industry wide shortage of trees. The high demand for larger size trees has driven the price up considerably.

This project consisting of 50 trees averages \$595.00 per tree. Some recent planting costs compare as follows: The average cost per tree for the fall 2019 tree purchase and plant project consisted of 96 trees and averaged \$399.11 per tree. The average cost per tree for the spring 2019 planting project consisting of 66 trees was \$354.93. The fall 2018 tree purchase and plant project consisted of 139 trees and averaged \$318.90 per tree. Spring 2018's plant of 102 trees averaged \$462.55 per tree.

Upon award, the contractor will be notified to secure the tree stock. The project will begin when the restrictions on nonessential services issued according to Executive Order 2020-21 (COVID-19) have been lifted.

ATTACHMENTS:

The Agreement including the required Insurance Certificate, Bidder's Agreement, Cost Proposal, Completion Date, and Iran Sanctions Act Vendor Certification Form are attached for your review.

SUGGESTED RESOLUTION:

To approve the purchase and planting of fifty (50) trees from County Line Nurseries, Inc. for the Spring 2020 Tree Purchase and Planting Project for a total project cost not to exceed \$29,750.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 and the Parks- Other Contractual Services account #101-751.000-811.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

ATTACHMENT A - AGREEMENT
Spring 2020 Tree Purchase and Planting Project

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 County Line Nurseries, Inc., having its principal office at 65625 CL 376, Bangor, MI 49013 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

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

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform tree supply and planting of fifty (50) 3"-3 1/2" caliper B&B trees, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

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

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform tree supply and planting and the Contractor's cost proposal dated February 28, 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.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$29,750.00, as set forth in the Contractor's February 28, 2020 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

1. 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.
2. 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.
3. The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.
 - B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.
- H. Cancellation Notice: 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. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Carrie Laird
851 S. Eton St.
Birmingham, MI 48009
claird@bhamgov.org
248-530-1714

CONTRACTOR:

County Line Nurseries, Inc.

Bangor, MI 49013

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.
18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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

WITNESSES:

Diana J. Collier

CONTRACTOR

By: [Signature]

Its: PRESIDENT

CITY OF BIRMINGHAM

By: _____

Pierre Boutros

Its: Mayor

By: _____

Cheryl Arft

Its: Acting City Clerk

Approved:

Lauren A. Wood

Lauren A. Wood, Director of Public Services

(Approved as to substance)

[Signature]

Mark Gerber, Director of Finance

(Approved as to financial obligation)

[Signature]

Timothy J. Currier, City Attorney

(Approved as to form)

[Signature]

Joseph A. Valentine, City Manager

(Approved as to substance)



COUNT-6

QP ID: RL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2020

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
Gallagher Insurance
2000 Polaris Parkway
Columbus, OH 43240
Market Financial House

800-407-3336

CONTACT Market Financial House

NAME:
PHONE (A/C, No, Ext): 800-407-3336

FAX (A/C, No): 614-796-7701

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Westfield Insurance Company

24112

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Mike Collins DBA Countyline
Nurseries
65625 County Road 376
Bangor, MI 49013

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CWP4041846	04/24/2019	04/24/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENTL AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO	X		CWP4041846	04/24/2019	04/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WCP4042926	04/24/2019	04/24/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$ 1,000,000
							E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CWP4041846	04/24/2019	04/24/2020	limit ded 25,000 500

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

See Attached

CERTIFICATE HOLDER

CITBI-2

City of Birmingham
851 South Eton Street
Birmingham, MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

NOTEPAD:

HOLDER CODE CITBI-2
INSURED'S NAME Mike Collins DBA Countyline

COUNT-6
OP ID: RL

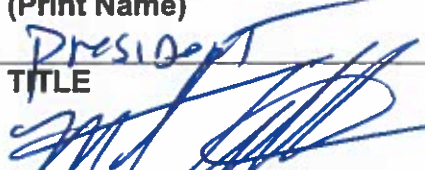
PAGE 2
Date 03/17/2020

City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are included as additional insured for ongoing and completed operations on the General Liability and included as additional insured on the Auto Liability with respect to operations of the named insured for the certificate holder as required by written contract. General Liability and Auto coverage is primary and non-contributory. All policy terms, conditions and exclusions apply.

ATTACHMENT B - BIDDER'S AGREEMENT
Spring 2020 Tree Purchase and Planting Project

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

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

<u>MIKE COLLINS</u>	<u>2-28-2020</u>
PREPARED BY	DATE
(Print Name)	
<u>President</u>	<u>2-28-2020</u>
TITLE	DATE
	<u>CLN@series2.comcast.net</u>
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>Camp Line Nurseries, Inc</u>	
COMPANY	
<u>65625 CR 376 Bangor, MI 49013</u>	<u>269-681-4543 OFFICE</u>
ADDRESS	PHONE
<u>Camp Line Nurseries</u>	<u>269-539-7110 cell</u>
NAME OF PARENT COMPANY	PHONE
<u>65625 CR 376 Bangor, MI 49013</u>	
ADDRESS	

ATTACHMENT C - COST PROPOSAL
Spring 2020 Tree Purchase and Planting Project

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

ITEM		BID AMOUNT			
SPECIES	QUANTITY	UNIT PRICE	WITH 2 YEAR WARRANTY	PROPOSED VARIETY (IF APPLICABLE)	NOTES
ARMSTRONG MAPLE	1 @ 3"-3.5"	\$ 650	\$ 650 Each		
D R ELM "ACCOLADE" "FRONTIER" OR "PATRIOT"	41 @ 3"-3.5"	\$ 600	\$ 600 Each	NOTE VARIETY OF ELM HERE ACCOLADE	
IVORY SILK LILAC	1 @ 3"-3.5"	\$ 600	\$ 600 Each		
HONEYLOCUST	1 @ 3"-3.5"	\$ 500	\$ 500 Each		
RUBY RED CHESTNUT	2 @ 3"-3.5"	\$ 600	\$ 600 Each		
SWAMP WHITE OAK	4 @ 3"-3.5"	\$ 550	\$ 550 Each		
TOTAL:	50		\$		

TOTAL PROJECT COST: \$ 29,750.00
 Tree stock, related planting materials and installation (per specifications).

Firm Name Candy Line Nurseries, Inc
 Authorized signature [Signature] Date 2-28-2020

ATTACHMENT D – COMPLETION DATE
Spring 2020 Tree Purchase and Planting Project

COMPLETION DATE: May 30, 2020

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

It is mandatory that the entire project is completed on or before May 30, 2020.

- ☒ Our company can meet the completion date.
- ☐ Our company cannot meet the completion date but offers:

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

Company Name:

COUNTY LINE NURSERIES, INC

ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
Spring 2020 Tree Purchase and Planting Project

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

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

Mike Collins 2-28-2020
PREPARED BY (Print Name) DATE

President 2-28-2020
TITLE DATE

[Signature] CLNurseries @ Comcast.net
AUTHORIZED SIGNATURE E-MAIL ADDRESS

Canty Line Nurseries, Inc
COMPANY

65625 CL 376 Bangor, MI 49013 269-621-4543 office
ADDRESS PHONE

Canty Line Nurseries, Inc 269-539-7110 cell
NAME OF PARENT COMPANY PHONE

65625 CL 376 Bangor, MI 49013
ADDRESS

20-2297684
TAXPAYER I.D.#

DATE: March 17, 2020

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: Anderson, Eckstein & Westrick, Inc.
Contract Extension

INTRODUCTION:

Anderson, Eckstein & Westrick, Inc. (AEW) is a multi-disciplinary consulting firm that has assisted the Engineering Department with a majority of its bridge inspections and upgrades since 1988. 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 inspections, design and preparation of construction drawings for City projects. Anderson, Eckstein & Westrick, Inc. (AEW) has been performing these tasks for the City in regards to bridges since 1988 and are well versed with the City and its expectations as well as MDOT's requirements.

We have had a fine working relationship with the current AEW team on our bridge projects. Plans and reports prepared on our behalf have consistently been well thought through, and well presented, making them easy to work with. They most recently completed the MDOT required paperwork documenting the last round of inspections finished late in 2018.

LEGAL REVIEW:

The City Attorney's office wrote the contract amendment included in this report. Anderson, Eckstein & Westrick, Inc. 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. Also included is a copy of the most recent rate schedule and associated letter. The fees reflect moderate increases (3% to 4%) for personnel, which our department believes is reasonable. It should be noted that, Anderson, Eckstein & Westrick, Inc. reserve the right to update its rates annually to reflect the Consumers Price Index (CPI) (see Exhibit "A" footer).

SUMMARY:

It is recommended that the contract amendment to extend the contract with Anderson, Eckstein & Westrick, Inc. be approved for a period of five (5) years.

ATTACHMENTS:

- Contract amendment between the City of Birmingham and AEW – (seven pages)
- Schedule of Fees – 2020 Construction Season – (one page)
- Certificate of insurance – (one page)
- Proposed Hourly Rate Schedule AEW Letter, dated March 8, 2018 – (two pages)
- Copy of signed contract between the City and AEW from 2015 – (twelve pages)

SUGGESTED RESOLUTION:

To approve the contract amendment with Anderson, Eckstein & Westrick, Inc. 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
ANDERSON, ECKSTEIN AND WESTRICK, INC
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 **ANDERSON, ECKSTEIN AND WESTRICK, INC.**, located at 51301 Schoenherr Road, Shelby Township, Michigan 48315, hereinafter referred to as the CONSULTANT.

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 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 indemnify the City of Birmingham, its elected and appointed officials and employees against any and all claims, demands, suits, or loss, and for any damages which may be recovered against or from the CITY, its elected and appointed officials and employees 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. Consultant is not obligated to indemnify the City for that portion which is attributable to the City's own negligence.

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. Workers' Compensation Insurance: 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. Commercial General Liability Insurance: 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. Motor Vehicle Liability Insurance: 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. Additional Insured: 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. Professional Liability Insurance: 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. Cancellation Notice: 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. Proof of Insurance Coverage: 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;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- H. Coverage Expiration: 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. 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. Cheryl Arft, City Clerk

With copies to:

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

- b. Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315
Attention: Mr. Stephen V. Pangori, President

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, City Clerk

**ANDERSON, ECKSTEIN AND WESTRICK,
INC.**

By:  _____
Its: President

APPROVAL (Sec 2-289 City Code)

Austin Fletcher, City Engineer
as to Substance

Joseph Valentine, City Manager
as to Substance

Mark Gerber, Director of Finance
as to Financial Obligation

Timothy J. Currier, City Attorney
as to Form

CITY OF BIRMINGHAM

EXHIBIT "A"

HOURLY CHARGE RATES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY CHARGE RATE</u>
PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT	\$ 165.00
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	151.00
LICENSED ENGINEER / SURVEYOR / ARCHITECT	136.00
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	111.00
TEAM LEADER	111.00
ENGINEERING AIDE III	93.00
ENGINEERING AIDE II	84.00
ENGINEERING AIDE I	75.00
ENGINEERING AIDE TRAINEE	54.00
SECRETARIAL (Special Projects)	45.00
SURVEY FIELD (3 PERSON CREW)	225.00
SURVEY FIELD (2 PERSON CREW)	188.00
SURVEY FIELD (1 PERSON CREW)	146.00
CONFINED SPACE ENTRY CREW (2 PERSON)	217.00
CONFINED SPACE ENTRY (EACH ADDITIONAL PERSON)	73.00
DATA COLLECTOR (SURVEY CREW)	-0.00-
GPS SURVEY EQUIPMENT	77.00

EFFECTIVE APRIL 1, 2020 AND
UPDATED ANNUALLY TO REFLECT CPI.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

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 Gompers, Cornish & Barr 22955 21 Mile Road Macomb MI 48042	CONTACT NAME: Mary Shoemaker PHONE (A/C, No, Ext): 586-949-2300 FAX (A/C, No): E-MAIL: mshoemaker@gcbinsurance.com ADDRESS:
INSURED Anderson Eckstein & Westrick Inc. 51301 Schoenherr Rd. Shelby Township MI 48315	INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Mutual Ins. Co. INSURER B: Accident Fund National Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 13986

COVERAGES**CERTIFICATE NUMBER:** 1873319333**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		CPP0718942	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA0718942	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			CPP0718942	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCV6191419	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members are Additional Insured with respect to General Liability and Automobile Liability if required in a written contract or agreement with the insured. General Liability and Automobile Liability are Primary and Noncontributory of required in a written contract or agreement with the insured. With respect to General Liability, 10 days notice of cancellation for non-payment and 30 days notice of cancellation for any other reason.

CERTIFICATE HOLDER**CANCELLATION**

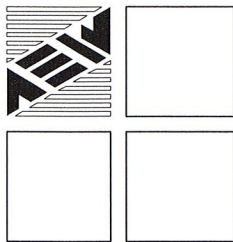
City of Birmingham, Director of Finance P.O. Box 3001 151 Martin Street Birmingham MI 48012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

March 8, 2018

Paul T. O'Meara, PE
Director of Engineering
City of Birmingham
PO Box 3001
Birmingham, Michigan 48012

Reference: Proposed Hourly Rate Schedule
AEW File No. 0221-0000

Dear Mr. O'Meara:

We appreciate the opportunity the City of Birmingham has afforded us for more than thirty (30) years to provide engineering services. Anderson, Eckstein and Westrick, Inc. (AEW) has enjoyed working with you and the City, as an integral part of your team, and thanks you for this opportunity.

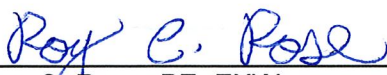
In accordance with our 2015-2020 Contract, Item 3, "The hourly fee may be reviewed and adjusted annually by mutual consent of both parties in writing"; we had an adjustment last April and therefore at this time, we respectfully request an increase of two and one half (2.5%) percent. When approved, the new rates will go into effect April 1, 2018 (see attached Hourly Charge Rate Table).

It has been a pleasure working for you and your staff and we thank you for your confidence in our firm and your continued business. If you require any additional information, please advise.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By



Roy C. Rose, PE, EXW
Chairman of the Board

Signature

Encl: Hourly Charge Rate Table

Printed Name, Title

M:\0221\0221-0000\Contracts\2018 Birmingham Contract.docx

Date



CITY OF BIRMINGHAM
EXHIBIT "A"
HOURLY CHARGE RATES

<u>Employee Classification</u>	<u>Current Hourly Charge Rates</u>	<u>Proposed</u>
PRINCIPAL ENGINEER/ SURVEYOR / ARCHITECT	\$150.00	\$154.00
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	136.50	140.00
LICENSED ENGINEER / SURVEYOR / ARCHITECT	123.50	126.50
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	101.00	103.50
TEAM LEADER	101.00	103.50
ENGINEERING AIDE III	84.50	86.50
ENGINEERING AIDE II	76.50	78.50
ENGINEERING AIDE I	68.50	70.00
ENGINEERING AIDE TRAINEE	49.00	50.00
SECRETARIAL (Special Projects)	41.00	42.00
SURVEY FIELD (3 PERSON CREW)	204.00	209.00
SURVEY FIELD (2 PERSON CREW)	170.50	175.00
SURVEY FIELD (1 PERSON CREW)	132.50	136.00
CONFINED SPACE ENTRY CREW	196.00	201.00
CONFINED SPACE ENTRY (EACH ADDITIONAL PERSON)	66.50	68.00
DATA COLLECTOR (SURVEY CREW)	-0-	-0-
GPS SURVEY EQUIPMENT	68.00	68.00

EFFECTIVE APRIL 1, 2018, AND
UPDATED ANNUALLY TO REFLECT CPI

**CITY OF BIRMINGHAM
ANDERSON, ECKSTEIN AND WESTRICK, INC.
ENGINEERING CONSULTANT CONTRACT**

THIS AGREEMENT, made and entered into this ____ day of _____, 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 ANDERSON, ECKSTEIN AND WESTRICK, INC., located at 51301 Schoenherr, Shelby Township, Michigan 48315, hereinafter referred to as the CONSULTANT.

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, 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 indemnify the City of Birmingham, its elected and appointed officials and employees against any and all claims, demands, suits, or loss, and for any damages which may be recovered against or from the CITY, its elected and appointed officials and employees 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. Consultant is not obligated to indemnify the City for that portion which is attributable to the City's own negligence.

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. Workers' Compensation Insurance: 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. Commercial General Liability Insurance: 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. Motor Vehicle Liability Insurance: 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. Additional Insured: 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. Professional Liability Insurance: 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. Cancellation Notice: 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. Proof of Insurance Coverage: 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;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- H. Coverage Expiration: 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. 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.
200 E. Long Lake Road, Ste. #110
Bloomfield Hills, MI 48304

- b. Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr
Shelby Township, Michigan 48315
Attention: Mr. Roy C. Rose, PE, President

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

ANDERSON, ECKSTEIN AND WESTRICK, INC.

By: Roy C. Rose
Roy C. Rose, PE
President / CEO

APPROVAL (Sec 2-289 City Code)

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

Joseph Valentine, City Manager as to
Substance

Mark Gerber, Director of
Finance as to Financial Obligation

Timothy J. Currier, City Attorney as to
Form

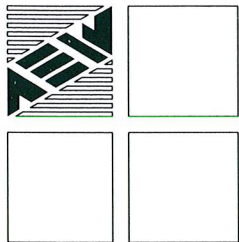
CITY OF BIRMINGHAM

EXHIBIT "A"

HOURLY CHARGE RATES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY CHARGE RATE</u>
PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT	\$ 147.00
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	134.00
LICENSED ENGINEER / SURVEYOR / ARCHITECT	121.00
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	99.00
TEAM LEADER	99.00
ENGINEERING AIDE III	83.00
ENGINEERING AIDE II	75.00
ENGINEERING AIDE I	67.00
ENGINEERING AIDE TRAINEE	48.00
SECRETARIAL (Special Projects)	40.00
SURVEY FIELD (3 PERSON CREW)	200.00
SURVEY FIELD (2 PERSON CREW)	167.00
SURVEY FIELD (1 PERSON CREW)	130.00
CONFINED SPACE ENTRY CREW	192.00
CONFINED SPACE ENTRY (EACH ADDITIONAL PERSON)	65.00
DATA COLLECTOR (SURVEY CREW)	28.00
GPS SURVEY EQUIPMENT	68.00

EFFECTIVE APRIL 1, 2015 AND
UPDATED ANNUALLY TO REFLECT CPI.



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

May 14, 2014

Paul O'Meara, PE
Director of Engineering
151 Martin Street
Second Floor
Birmingham, Michigan 48012

Reference: Revised Civil Engineering Hourly Charge Rates

Dear Mr. O'Meara:

We appreciate the opportunities the City of Birmingham has afforded us to provide engineering services over the past 27+ years. AEW has enjoyed growing with you, as an integral part of your team, and thank you for this opportunity.

In accordance with our contract, dated March 2010, the hourly charge rate portion of the agreement is subject to adjustment periodically.

The average rate of inflation, over the past four years has been about 2.1%, or 8.4% in total. (This change was determined from increases in the Detroit Metropolitan Area Consumer Price Index.) Understanding that the community's resources are being stretched and in the spirit of working together, AEW will absorb part of the cost of living/inflation increase and respectfully is requesting an increase of approximately 6.0%, or 1.5% per year over the past four years.

Therefore at this time, we are requesting to use the attached proposed 2014 Hourly Charge Rate Table (Exhibit "A"). The new rates will go into effect June 1, 2014.

The following is a brief summary of the fees for our services:

1. Preparation of plans and specifications (contract documents) for bridge projects, on an hourly basis with the engineering fee to be estimated as a percentage of construction cost in accordance with Curve "A" of the American Society of Civil Engineers Manual No. 45 dated 1980 (copy attached.) (This accounts for approximately 40% of our fees.)



Paul O'Meara, PE
May 14, 2014
Page 2

2. Construction staking services shall be charged on an hourly basis for the various personnel as required in accordance with the 2014 hourly rate schedule attached.
3. The fee for construction observation (inspection), contract administration, and miscellaneous non-project services to be charged on an hourly basis for the various personnel as required in accordance with the 2014 hourly rate schedule attached.
4. Testing laboratory services for bituminous and concept projects, soil borings, or other specialized services will be billed at actual cost. Fees for these special services will be estimated and submitted for authorization from the City prior to the work being performed.

We request your approval of the 2014 Hourly Charge Rate Schedule.

If you require any additional information, please advise.

Sincerely,

ANDERSON, ECKSTEIN AND WESTRICK, INC.

Roy C. Rose, PE, EXW
President

Approved by: _____

Enclosure: Hourly Charge Rate Table, Exhibit A

O:\0221\0221-0000\Contracts\2014 Birmingham.docx

Title: _____

Date: _____

EXHIBIT "A"

HOURLY CHARGE RATES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY CHARGE RATE</u>		
	<u>2010 Rates</u>	<u>6.0%</u>	<u>2014 Rates</u>
PRINCIPAL ENGINEER/ SURVEYOR / ARCHITECT	\$135.00	143.10	\$143.00
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	124.00	131.44	131.50
LICENSED ENGINEER / SURVEYOR / ARCHITECT	112.00	118.72	118.50
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	91.00	96.46	96.50
TEAM LEADER	91.00	96.46	96.50
ENGINEERING AIDE III	76.00	80.56	80.50
ENGINEERING AIDE II	69.00	73.14	73.00
ENGINEERING AIDE I	62.00	65.72	65.50
ENGINEERING AIDE TRAINEE	45.00	47.70	47.50
SECRETARIAL (Special Projects)	38.00	40.28	40.00
SURVEY FIELD (3 PERSON CREW)	185.00	196.10	196.00
SURVEY FIELD (2 PERSON CREW)	155.00	164.30	164.00
SURVEY FIELD (1 PERSON CREW)	120.00	127.20	127.00
CONFINED SPACE ENTRY CREW	204.00	216.24	216.00
DATA COLLECTOR (SURVEY CREW)	23.00	24.38	24.00
COMPUTER SYSTEM	12.00	12.72	0.00
GPS SURVEY EQUIPMENT	57.00	60.42	60.00

EFFECTIVE JUNE 1, 2014
UPDATED ANNUALLY TO REFLECT CPI

CONSULTING ENGINEERING

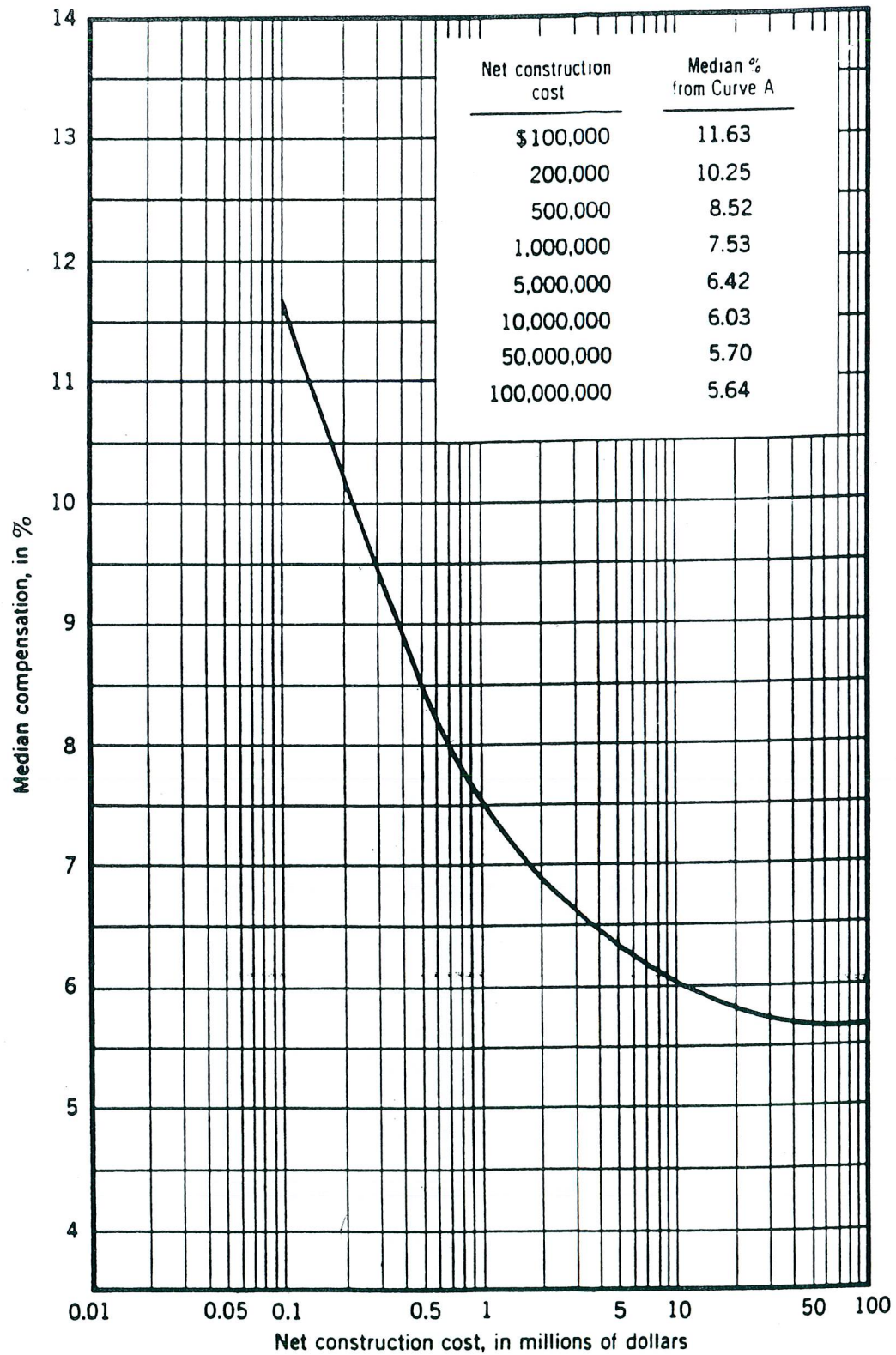


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

DATE: March 17, 2020

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: Hubbell, Roth & Clark, Inc.
Contract Extension

INTRODUCTION:

Hubbell, Roth & Clark, Inc. (HRC) is a multi-disciplinary consulting firm that has assisted the Engineering Department with various engineering study and design needs since 1920's. 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 with engineering studies and design and preparation of construction drawings for City projects. Hubbell, Roth & Clark has been performing these tasks for the City since 1920's and are well versed with the City and its expectations.

We have had a good working relationship with the current Hubbell, Roth & Clark team on our water and sewer projects and studies. Most recently, HRC has assisted with the SAW Grant activities and our site plan evaluations. Several, smaller studies of the sewer system have been carried out over the last several years on an ongoing basis. HRC also acts as our environmental consultant, helping monitor the City's duties to the Michigan Department of Environmental, Great Lakes and Energy (EGLE), helping ensure compliance with the City's Storm Water Pollution Prevention Permit.

LEGAL REVIEW:

The City Attorney's office wrote the contract amendment included in this report. Hubbell, Roth & Clark 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 moderate increases (2% to 3%) for personnel, which our department believes is reasonable. It should be noted that, Hubbell, Roth & Clark has indicated that their rates are reviewed on an annual basis and adjustments are based on inflation, with increases typically ranging between two to three percent (see the attached 2020 Rate Schedule).

SUMMARY:

It is recommended that the contract amendment to extend the contract with Hubbell, Roth & Clark be approved for a period of five (5) years.

ATTACHMENTS:

- Contract amendment between the City of Birmingham and Hubbell, Roth & Clark – (seven pages)
- Schedule of Fees – 2020 Construction Season – (one page)
- Certificate of insurance – (five pages)
- Copy of signed contract between the City and Hubbell, Roth & Clark from 2015 – (seven pages)
- Schedule of Fees – 2015 Construction Season – (one page)

SUGGESTED RESOLUTION:

To approve the contract amendment with Hubbell, Roth & Clark 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
HUBBELL, ROTH & CLARK, INC.
ENGINEERING CONSULTANT CONTRACT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020 by and between the **CITY OF BIRMINGHAM**, a Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the **CITY**, and **HUBBELL, ROTH & CLARK, INC.**, located at 555 Hulet Drive, Bloomfield Hills, MI 48303, hereinafter referred to as the **CONSULTANT**.

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 actual direct payroll wages times a multiplier of 2.8. The **CONSULTANT** shall submit billings on a regular basis, but no more than once a month.

4. This Agreement shall commence on May 1, 2020, and shall terminate on April 30, 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 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 entity or person for whom the CONSULTANT is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, and hold harmless the City of Birmingham, its elected and appointed officials, all 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, 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 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 contract until it has, at its sole expense, obtained the insurance required under 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. Workers' Compensation Insurance: The CONSULTANT shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: The CONSULTANT shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: The 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. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham including all elected and appointed officials, all employees, 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. Professional Liability Insurance: 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. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- G. Proof of Insurance Coverage: 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;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance.
- H. Coverage Expiration: 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 CONSULTANT, the CITY shall have the right to terminate this Agreement without further liability to CONSULTANT if the disqualification has not been removed within thirty (30) days after the CITY has given 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. 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. Cheryl Arft

With copies to:

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

- b. Hubbell, Roth and Clark, Inc.
555 Hutlet Drive
Bloomfield Hills, MI 48303
Attention: Mr. Michael MacDonald, Vice President

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

HUBBELL, ROTH and CLARK, INC.

By:  _____
Michael MacDonald, Vice President

APPROVAL (Sec 2-289 City Code)

Austin Fletcher, City Engineer
as to substance

Joseph A. Valentine, City Manager
as to substance

Mark Gerber, Director of Finance
as to financial obligation

Timothy J. Currier, City Attorney
as to form

Hubbell, Roth & Clark, Inc.

2020 Hourly Rate Schedule

**Prepared for:
City of Birmingham**

<u>Category</u>	<u>Billable Rates</u>	
Principal	150.00	- 165.00
Associate/Managing Engineer	110.00	- 160.00
Sr. Project Engineer/Architect	100.00	- 145.00
Staff Engineer/Architect	87.00	- 104.00
Graduate Engineer/Architect I/II	66.00	- 88.00
Designer	90.00	- 122.00
Cadd Technician	50.00	- 110.00
Registered Surveyor	110.00	- 130.00
Survey Party Chief	80.00	- 112.00
Survey - Instrument Person	70.00	- 80.00
Survey - Survey Assistant	55.00	- 60.00
Construction - Office Technician	55.00	- 65.00
Sr. Construction Observer	70.00	- 92.00
Construction Observer I/II	50.00	- 74.00
Testing Technician	48.00	- 70.00

Wage rates shown above are reflective of the actual hourly rates of HRC staff for each classification plus a 1.8 multiplier. Rates are reviewed on an annual basis and adjustments are based on inflation, with increases typically ranging between 2-3%

Billable rates for Hubbell, Roth & Clark, Inc. include Unemployment and Payroll taxes, contributions for Social Security, Retirement benefits, Medical and Life insurance benefits, normal printing cost, telephones, fax, computer time, mileage, other overhead costs and profit.

Allowable Reimbursable expenses will be invoiced at our cost which is defined as the direct costs plus 5%.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2020

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 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 Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: certs@pciaonline.com PHONE (A/C, No. Ext): (800) 969-4041 E-MAIL: certs@pciaonline.com FAX (A/C, No.): (800) 969-4081																						
INSURED Hubbell, Roth & Clark, Inc. 555 Hulet Drive Bloomfield Hills MI 48303-0824		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Twin City Fire Insurance Co.</td><td>29459</td></tr><tr><td>INSURER B:</td><td>Hartford Accident & Indemnity</td><td>22357</td></tr><tr><td>INSURER C:</td><td>Hartford Casualty Insurance Co.</td><td>29424</td></tr><tr><td>INSURER D:</td><td>AXA XL</td><td>37885</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Twin City Fire Insurance Co.	29459	INSURER B:	Hartford Accident & Indemnity	22357	INSURER C:	Hartford Casualty Insurance Co.	29424	INSURER D:	AXA XL	37885	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Twin City Fire Insurance Co.	29459																						
INSURER B:	Hartford Accident & Indemnity	22357																						
INSURER C:	Hartford Casualty Insurance Co.	29424																						
INSURER D:	AXA XL	37885																						
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER: 19-20****REVISION NUMBER:**

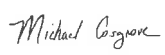
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		35SBWAA0393	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> X, C, U						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000	
OTHER:							\$	
B	AUTOMOBILE LIABILITY	X		35UEGBL5413	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS							BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
Hired & Non-Owned \$ 1,000,000								
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		35XRGWU0618	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	35WEGAB5XDL	06/30/2019	06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	
D	Professional Liability			DPR9944153	07/01/2019	07/01/2020	Each Claim 2,000,000 Aggregate 2,000,000	

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

The City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are considered additional insured's with respects to general and auto liability coverage as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability and auto liability.

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

Part A: 30

Part B: 10

Part C: 30

Name of Certificate Holder:

City of Birmingham
Director of Finance

Mailing Address:

151 Martin Street PO Box 3001
Birmingham, MI 48012

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

POLICY NUMBER: 35 UEG BL5413



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NAMED PERSON(S) OR ORGANIZATION(S)

COMMERCIAL AUTO COVERAGE PART

SCHEDULE

NAME(S) OF PERSON(S) OR ORGANIZATION(S) :

City of Birmingham
Director of Finance
151 Martin Street
PO Box 3001
Birmingham, MI 48012



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

PART A: 30

PART B: 10

PART C: 30

Name of Certificate Holder:

City of Birmingham
Director of Finance

Mailing Address:

151 Martin Street PO Box 3001
Birmingham, MI 48012

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the above Parts.

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Birmingham, Director of Finance

Location(s) Of Covered Operations:

151 Martin Street PO Box 3001 Birmingham, MI 48012

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Process Date:

**CITY OF BIRMINGHAM
HUBBELL, ROTH & CLARK, INC.
ENGINEERING CONSULTANT CONTRACT**

THIS AGREEMENT, made and entered into this 27th day of April, 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 HUBBELL, ROTH & CLARK, INC., located at 555 Hulet Drive, Bloomfield Hills, Michigan 48303, hereinafter referred to as the CONSULTANT.

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.

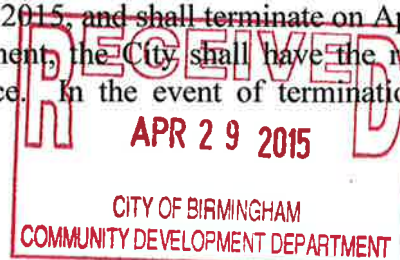
Prior to the final acceptance of a project, the design engineer shall submit as-built plans, in both digital and hardcopy format, to the CITY. As-built plans shall be submitted for all projects involving sanitary sewer, storm sewer, and water main installation or modification. As-builts shall adhere 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 actual direct payroll wages times a multiplier of 2.8. The CONSULTANT shall submit billings on a regular basis, but no more than once a month.

4. This Agreement shall commence on May 1, 2015, and shall terminate on April 30, 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.

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. Workers' Compensation Insurance: 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. Commercial General Liability Insurance: 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. Motor Vehicle Liability Insurance: 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. Additional Insured: 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. Professional Liability Insurance: 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. Cancellation Notice: 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. Proof of Insurance Coverage: 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;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- H. Coverage Expiration: 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. 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.
200 E. Long Lake Road, Ste. #110
Bloomfield Hills, MI 48304

- b. Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48303
Attention: Mr. Walter Alix, Vice President

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.

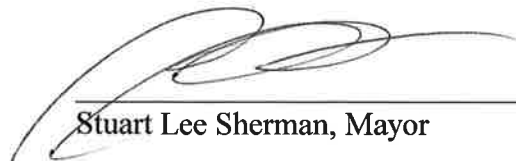
18. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONSULTANT agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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 M. Pierce, Clerk

HUBBELL, ROTH & CLARK, INC.

By: Walter W. Alry
Its: Vice. Pres.

APPROVAL (Sec 2-289 City Code)

Paul T. O'Meara

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

Mark Gerber

Mark Gerber, Director of
Finance as to Financial Obligation

Joseph Valentine

Joseph Valentine, City Manager as to
Substance

Timothy J. Currier

Timothy J. Currier, City Attorney as to
Form

Hubbell, Roth & Clark, Inc.

2015 Hourly Rate Schedule

**Prepared for:
City of Birmingham**

<u>Category</u>	<u>Billable Rates</u>	
Principal	130.00	- 150.00
Associate/Managing Engineer	116.00	- 146.00
Sr. Project Engineer/Architect	100.00	- 128.00
Staff Engineer/Architect	81.00	- 93.00
Graduate Engineer/Architect I/II	66.00	- 73.00
Designer	87.00	- 108.00
Cadd Technician	70.00	- 96.00
Registered Surveyor	97.00	- 115.00
Survey Party Chief	81.00	- 100.00
Survey - Instrument Person	69.00	- 73.00
Survey - Survey Assistant	53.00	- 58.00
Construction - Office Technician	55.00	- 70.00
Sr. Construction Observer	65.00	- 92.00
Construction Observer I/II	48.00	- 68.00
Testing Technician	48.00	- 65.00

Wage rates shown above are reflective of the actual hourly rates of HRC staff for each classification plus a 1.8 multiplier.

Billable rates for Hubbell, Roth & Clark, Inc. include Unemployment and Payroll taxes, contributions for Social Security, Retirement benefits, Medical and Life insurance benefits, normal printing cost, telephones, fax, computer time, mileage, other overhead costs and profit.

Allowable Reimbursable expenses will be invoiced at our cost which is defined as the direct costs plus 5%.



MEMORANDUM

Engineering Department

DATE: March 19, 2020

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: 14 Mile Road Resurfacing Improvements
Cost Sharing Agreement with Royal Oak

INTRODUCTION:

The City of Royal Oak will be resurfacing 14 Mile Road between Greenfield Road and Crooks Road. Construction is scheduled to begin April 6th. As most of this section of 14 Mile Road is under the jurisdiction of both Birmingham and Royal Oak, a cost participation agreement is required.

BACKGROUND:

As you may be aware, the section of 14 Mile Road between Greenfield Road and Crooks Road is in need of repair. Attached is a copy of the plans for the improvement. These improvements include; the resurfacing of 14 Mile Road between Greenfield Road and Crooks Road, the replacement of deteriorating concrete curbing, intersections and pavement along the corridor and the replacement of handicap sidewalk ramps at all intersections that are currently not ADA compliant.

The City of Royal Oak was able to secure Federal Funding with 81.85% of the participating costs being covered by MDOT/Federal STP-Urban and 18.15% of the participating costs being covered by the Local Government for this project.

The project was originally planned to be constructed in 2019, however the bids received on June 7, 2019 (low bid - \$4,405,999.08) were approximately 30% (one million dollars) higher than the engineer's estimate. The City of Royal Oak was not willing/able to cover the additional costs, so it was decided to re-bid the project. The project was re-bid in October of 2019. A copy of the bid tab is attached. Once again bids came in high with the low bid from Florence Cement Company of \$4,009,236.00 (approximately 17% overbudget). The City opted to move forward to avoid losing the Federal Funding (approximately 2.7 million dollars).

The total estimated cost to the City of Birmingham is \$444,585.20. This cost includes the following:

- Design - \$16,928.20
- Construction - \$355,014.62
- Construction Engineering - \$72,718.45

The Engineering Department has reviewed the cost splits and are in agreement with the numbers provided by the City of Royal Oak.

The project is scheduled to begin on April 6, 2020 with a final completion date of October 15th. Work is currently not schedule for Sundays, holidays or during the Woodward Dream Cruise.

LEGAL REVIEW:

The attached cost participation agreement was prepared by Royal Oak's legal staff. The agreement has been reviewed by the City Attorney and it was modified to add the appropriate signature lines as required by the City Code.

FISCAL IMPACT:

This project was originally budgeted in fiscal year 2018-2019 for \$200,000. Subsequent to the fiscal year 2019-2020 being approved, this project was cancelled due to high bids. New bids have been obtained and the cost to the City is approximately \$445,000. As this project was not budgeted in fiscal year 2019-2020, a budget amendment is necessary.

PUBLIC COMMUNICATIONS:

The City of Royal Oak will be sending out a project announcement letter (see attached) to their residents as well as sending a copy to residents of Birmingham adjacent to the project area (from Pierce to Melton along 14 Mile Road and one block north). The City of Birmingham will also be posting the information on the City's website and via all social media platforms including constant contact.

SUMMARY:

It is recommended that the Mayor be authorized to sign the Cost Participation Agreement between the City of Birmingham and the City of Royal Oak for the 14 Mile Road Resurfacing Project.

ATTACHMENTS:

Cost Participation Agreement between Birmingham & Royal Oak – (three pages)
City of Royal Oak Project Announcement Letter – (two pages)
Construction Plans – (forty-one sheets)
Bid Tab – (thirty-eight pages)

SUGGESTED RESOLUTION:

To approve the cost sharing agreement with the City of Royal Oak to proceed with the resurfacing the section of 14 Mile Road between Greenfield Road and Crooks Road at the estimated amount of \$444,586.00 to be from account number 202-449.001-981.0100 (Major Street Fund) and further; to approve the appropriation and amendment to the fiscal year 2019-2020 Major Street Fund budget as follows:

Major Street Fund

Revenues:

202-000.000-400.0000	Draw from Fund Balance	<u>\$444,586</u>
Total Revenue		<u>\$444,586</u>

Expenditures:

202-449.001-981.0100	Capital Outlay - Construction	<u>\$444,586</u>
Total Expenditures		<u>\$444,586</u>

COST PARTICIPATION AGREEMENT

This agreement executed this _____ day of _____, by and between the City of Royal Oak and the City of Birmingham; provides as follows:

WHEREAS, the City of Royal Oak and the City of Birmingham, in cooperation with the Michigan Department of Transportation, have programmed the resurfacing of 14 Mile Road from Greenfield Road to Crooks Road in the Cities of Royal Oak and Birmingham, (hereafter referred to as the Project); all together with necessary related work; and

WHEREAS, the City of Royal Oak and the City of Birmingham have reached an understanding with each other regarding the costs in excess of Federal Funds and desire to commit that understanding to writing in this agreement; and

WHEREAS, in the opinion of the City of Royal Oak and the City of Birmingham such agreement is in the best interest of the public;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed as follows:

1. The City of Royal Oak and the City of Birmingham will enter into an agreement with the Michigan Department of Transportation to bear all costs of the Project in excess of Federal Funds.
2. The City of Birmingham approves the Project, declares its public necessity and authorizes the City of Royal Oak and MDOT to undertake and complete the Project within its City.
3. The City of Royal Oak and the City of Birmingham shall share costs in excess of Federal Funds for the work within Birmingham on 14 Mile Road.
4. The City of Royal Oak shall invoice the City of Birmingham for the City of Birmingham's share of the Project as estimated on Sheet 2 of this agreement upon substantial completion of construction.
5. Upon execution of this agreement, substantial completion of construction, and receipt of invoice from the City of Royal Oak, the City of Birmingham shall pay to the City of Royal Oak costs in the amount equal to 26.8% of the portion of the total design, construction engineering and construction costs estimated at \$444,661.28.
6. The City of Birmingham represents and warrants to the City of Royal Oak that it has sufficient funds available to pay its obligations under this Agreement and will pay to the City of Royal Oak all sums due within 30 days of receipt of invoices.

14 MILE ROAD RESURFACING
From Greenfield Road to Crooks Road
MDOT Funded Resurfacing Project - City of Birmingham

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Cheryl Arft, Clerk

By: _____
Austin W. Fletcher, City Engineer as to
substance

By: _____
Joseph A. Valentine, City Manager as to
substance

By: _____
Mark Gerber, Director of Finance as to
Financial Obligation

By: _____
Timothy J. Currier, City Attorney as to form

CITY OF ROYAL OAK

By: _____
Michael Fournier, Mayor

By: _____
Melanie Halas, City Clerk

By: _____
David W. Gillam, City Attorney as to form

14 MILE ROAD RESURFACING
From Greenfield Road to Crooks Road
MDOT Funded Resurfacing Project - City of Birmingham

**14 Mile Road Resurfacing Improvements
Greenfield Road to Crooks Road**

Estimated Funding

ESTIMATED SOURCE OF FUNDS	ITEMS OF WORK				
	ESTIMATED DESIGN ENGINEERING	ESTIMATED CONSTRUCTION ENGINEERING ***	ESTIMATED CONSTRUCTION (MDOT-Estimated Bid Amount)		TOTAL ESTIMATED COSTS
		NON-PART **	PART *	NON-PART **	
MDOT/ Federal Funds	-	-	\$2,719,097.40	-	\$2,719,097.40
City of Royal Oak	\$52,313.11	\$224,721.42	\$475,841.21	\$459,282.77	\$1,212,158.50 73.16%
City of Birmingham	\$16,928.20	\$72,718.45	\$108,644.94	\$246,369.68	\$444,661.28 26.84%
TOTAL	\$69,241.31	\$297,439.87	\$3,303,583.55	\$705,652.45	\$4,375,917.18

* Participating Cost: 81.85% MDOT/Federal STP-Urban & 18.15% Local Government Unit

** Non-Participating Cost: 100% Local Government Unit (Royal Oak & Birmingham)
Estimated Cost for Consulting Engineering Services, Material Testing Services, City

*** Inspection & Engineering Cost

March 18, 2020

PROPERTY OWNER OR TENANT
<SITE ADDRESS>
<SITE CITY>, MI <SITE ZIP>

14 Mile Road

Notice of Construction

The 14 Mile Road Resurfacing Improvements project will be constructed this spring/summer from Greenfield Road to Crooks Road. Construction is scheduled to begin in **early April 2020** and will be completed by the end of **October 2020**. Work is currently not scheduled for Sundays, holidays, or during downtown festivals and the Woodward Dream Cruise.

The contractor awarded this work is Florence Cement Company of Shelby Township, Michigan. The city has hired Spalding DeDecker Associates of Rochester Hills, Michigan to oversee the project on behalf of the city.

Scope of Work:

The work will include asphalt milling, concrete patching, asphalt resurfacing and restriping of 14 Mile Road. The project also includes the replacement of deteriorated concrete curbing, intersections and pavement along the corridor. The city will also install a traffic calming and pedestrian refuge island at the crosswalk near Coolidge Highway (east of the railroad viaduct). The city will replace handicap sidewalk ramps at intersections that are currently not ADA compliant.

Trash / Recycling Pickup:

There will be no change in the trash pickup dates and the trash will be taken care of as usual during the construction operations. If necessary, the trash may need to be moved by the contractor to the nearest intersection for pickup. **Please have address markings on all trash and recycling containers so they can be returned to the appropriate address.**

Driveway Access:

There may be periods of time when a side street or driveway is temporarily blocked by construction operations. Residents whose driveway access is affected will be notified the day beforehand via a door hanger.

Traffic Changes:

The construction operations **will limit vehicle travel to one lane eastbound and one lane westbound**. Access to businesses will be maintained during construction. Business delivery operations for adjacent streets can be coordinated through the Engineering Division if needed. Lane restrictions will begin / end west of Greenfield Road and east of Crooks Road.

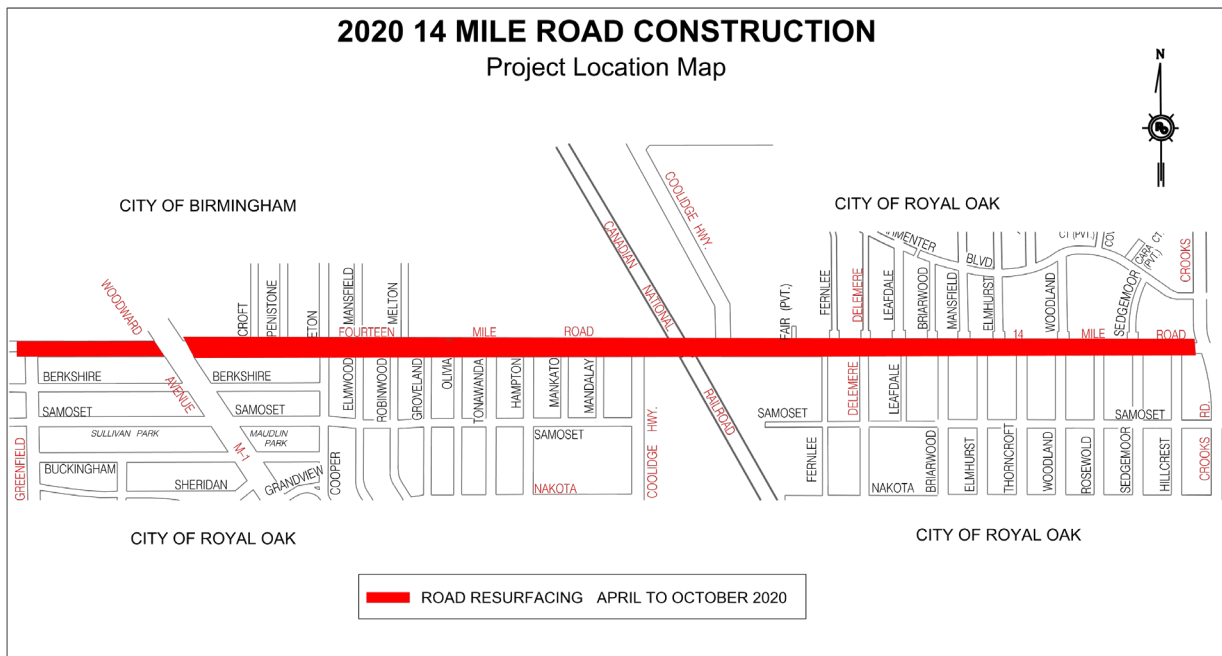
Landscaping:

Where lawn areas have been damaged by the contractor's operations, the disturbed areas will be replaced with topsoil and seed for areas between the sidewalk and curb, and with topsoil and sod for areas on private property. Depending on the summer weather conditions, **restoration of the lawn areas disturbed by the construction may not begin until after Labor Day.** The city does not replace special landscaping, brick, timbers, plantings, fences or shrubs placed on city's property or within the public utility easements. The contractor will make every effort to avoid damage to any specialty landscaping that may be within the limits of construction.

Private Sprinkler Systems:

Systems that encroach into the public right of way must have the sprinkler heads and lines marked by the homeowner by April 01, 2020 prior to the start of construction. Sprinkler systems that are not marked at the time of construction and are damaged during the construction will not be repaired by the city or its contractor. The repair or replacement of damaged, unmarked sprinkler systems will be the responsibility of the property owner.

The city realizes that this construction will be an inconvenience and will work to minimize traffic conflicts and provide access to the various properties abutting the project. If you have any questions, please call the City of Royal Oak Engineering Division at 248.246.3260. If a problem occurs after normal working hours, please contact the City Police Department at 248.246.3500.



To sign up for weekly project updates via text or email, visit:
www.romi.gov/currentprojects

GENERAL PROVISIONS:

1. THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE CURRENT CITY OF ROYAL OAK STANDARD SPECIFICATIONS, THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND SUPPLEMENTAL SPECIFICATIONS EXCEPT AS OTHERWISE NOTED ON THE PLANS OR IN THE SPECIAL PROVISIONS FOR THE PROJECT.
2. THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE DEPARTMENT WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATIONS FROM THE LOCATIONS SHOWN. PURSUANT TO ACT 174 OF THE PA OF 2013 AS A CONDITION OF THIS CONTRACT, NOTICE SHALL BE GIVEN TO MISS DIG A MINIMUM OF THREE WORKING DAYS PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT: PHONE (800) 482-7171, OR 811.
3. THE LENGTHS AND DISTANCES SHOWN ON THESE PLANS ARE IN FEET.
4. THE IMPROVEMENTS SHOWN ON THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH "MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS GUIDELINES FOR GEOMETRIC", 3R, DATED 7-24-17.
5. ALL PAVEMENT MARKINGS AND TRAFFIC CONTROL SIGNS PLACED UNDER THIS PROJECT SHALL BE IN ACCORDANCE WITH THE 2011 EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

CITY OF ROYAL OAK



ENGINEERING DIVISION

IN COOPERATION WITH

MICHIGAN DEPARTMENT OF TRANSPORTATION

ROUTE: 14 MILE ROAD
CITIES OF ROYAL OAK AND BIRMINGHAM
OAKLAND COUNTY



COUNTY KEY

THESE PLANS WERE PREPARED FOR THE
MICHIGAN DEPARTMENT OF TRANSPORTATION
BY



CITY OF ROYAL OAK

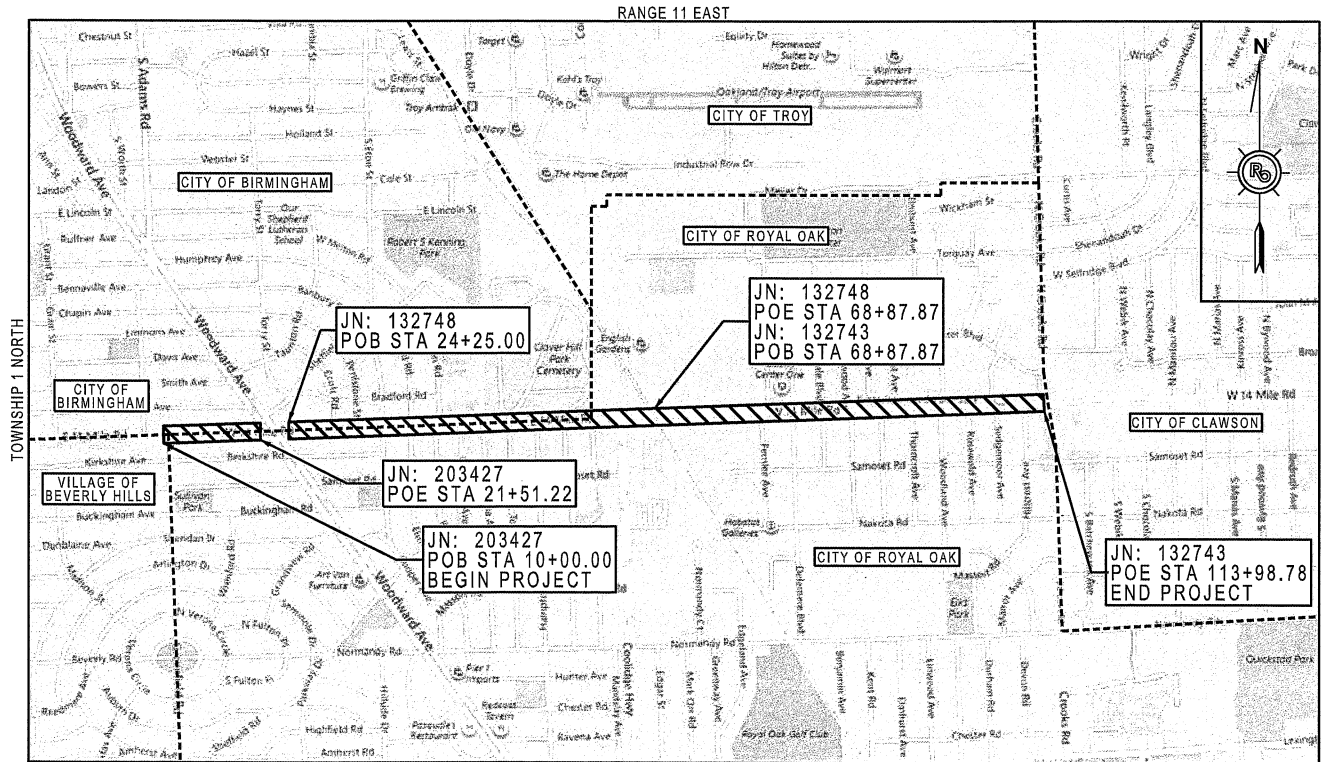
ROAD	YEAR	TRAFFIC DATA			SPEED DATA		LIMITS
		ADT	DHV	COMM	DESIGN	POSTED	
W 14 MILE RD	2019	25,475	1,600	6.2%	40	35	GREENFIELD TO WOODWARD
	2039	20,639	1,600	6.2%			
W 14 MILE RD	2019	20,320	1,600	7.4%	45	40	WOODWARD TO CN RAILROAD
	2039	20,483	1,600	7.4%			
W 14 MILE RD	2019	24,892	1,600	8.4%	45	40	CN RAILROAD TO CROOKS
	2039	25,091	1,600	8.4%			

SHEET INDEX

- COVER SHEET
PROJECT INFORMATION SHEET
NOTE SHEET
TYPICAL CROSS SECTIONS
ALIGNMENT/ROW PLAN
REMOVAL/CONSTRUCTION PLAN
MAINTENANCE OF TRAFFIC
TRAFFIC SIGNAL PLAN
DETAIL GRADES
PAVEMENT MARKING AND RESTORATION PLAN
MISCELLANEOUS DETAILS
SUMMARY OF QUANTITIES

PAGES

- 1
2
3-4
5-10
10-13
14-53
54-83
84-97
98-118
119-125
126-130
131



LOCATION:

14 MILE RD (GREENFIELD RD TO CROOKS RD)
CITIES OF ROYAL OAK AND BIRMINGHAM

CONTRACT FOR: COLD MILLING HMA, COLD MILLING CONCRETE,
PAVEMENT AND BASE REPAIR, AGGREGATE BASE, HMA RESURFACING,
CONCRETE CURB & GUTTER, DRIVEWAY APPROACHES, STRUCTURE
ADJUSTMENTS, ADA SIDEWALK RAMPS, PAVEMENT MARKINGS, TRAFFIC
SIGNALS, AND LAWN RESTORATION.
LENGTH - 1.92 MILES

CITY OF ROYAL OAK

Matthew J. Callahan 4/10/19

MATTHEW J. CALLAHAN, P.E.
CITY ENGINEER

PREPARED UNDER THE SUPERVISION OF:

WILLIAM J. MEINZ, P.E.
REGISTERED PROFESSIONAL ENGINEER

CITY OF ROYAL OAK, MICHIGAN
ORGANIZATION

211 WILLIAMS STREET, ROYAL OAK, MICHIGAN
ADDRESS

31607
REGISTRATION NO.

STATE OF MICHIGAN
MATTHEW J. CALLAHAN
ENGINEER
No. 39606
LICENSED PROFESSIONAL ENGINEER

STATE OF MICHIGAN
WILLIAM J. MEINZ
ENGINEER
No. 86107
LICENSED PROFESSIONAL ENGINEER

PROJECT NAME:
CAP1909
14 MILE RD



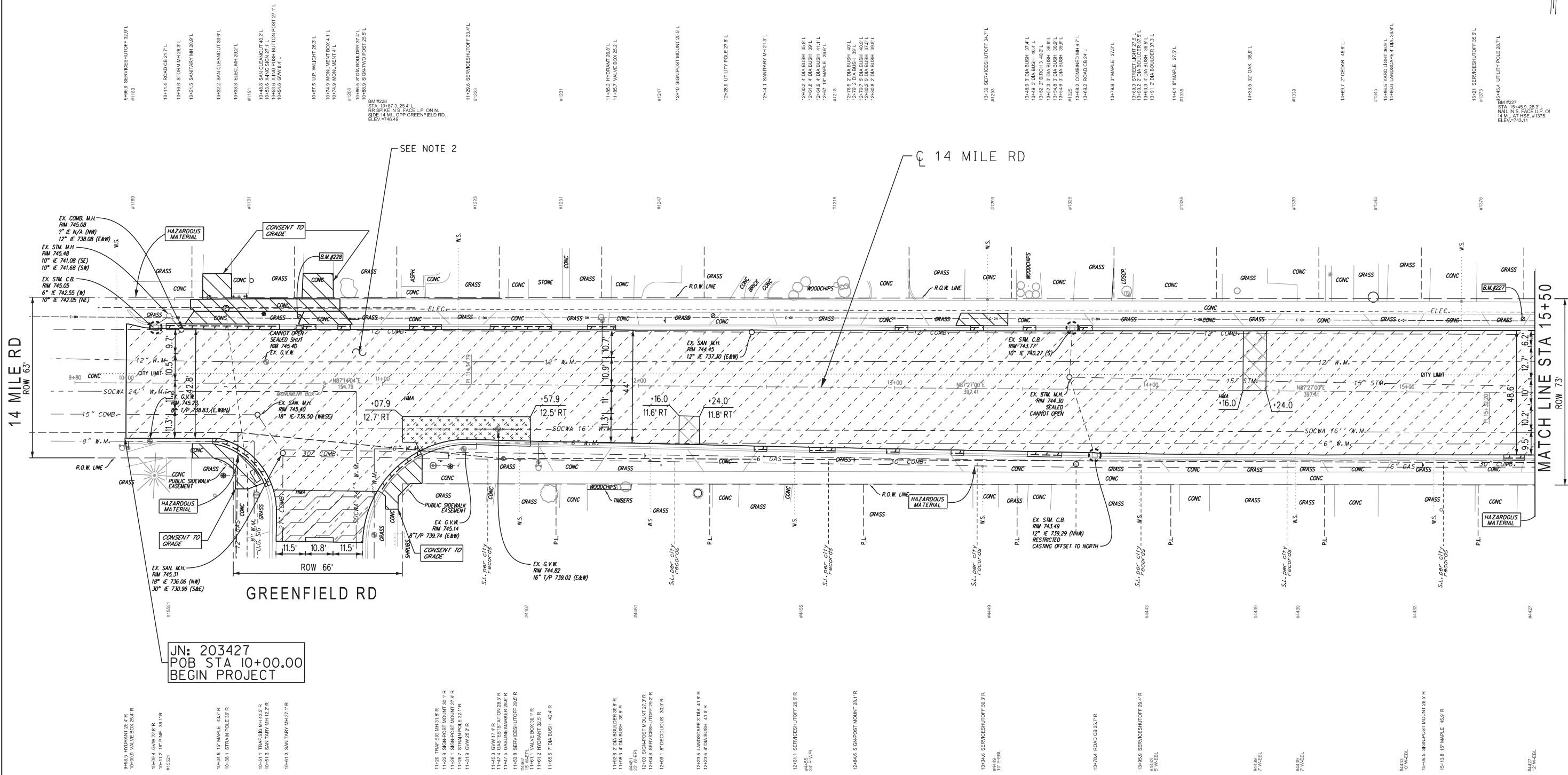
DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -










NO SCALE

CS: 63000
JN: 203427, 132748
132743

COVER SHEET
CITY OF ROYAL OAK
14 MILE RD: GREENFIELD RD TO CROOKS RD

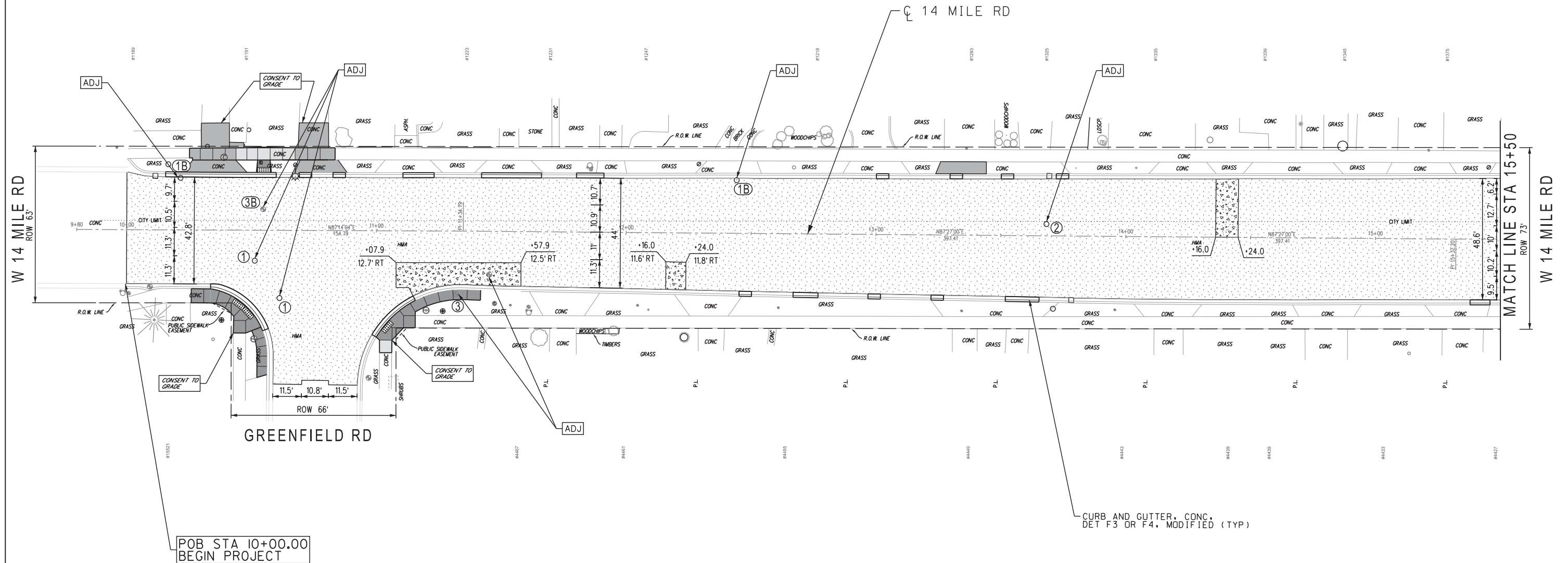
SHEET NUMBER	TOTAL SHEETS
1	131



LEGEND			
	COLD MILLING HMA SURFACE		EROSION CONTROL, SILK SACK, MODIFIED
	COLD MILLING CONC PAVT		CURB AND GUTTER, REM, MODIFIED
	PAVEMENT REMOVAL		SIDEWALK, REM
	PAVEMENT REMOVAL, MODIFIED		PAVT FOR BUTT JOINTS, REM
	HMA SURFACE, REM		

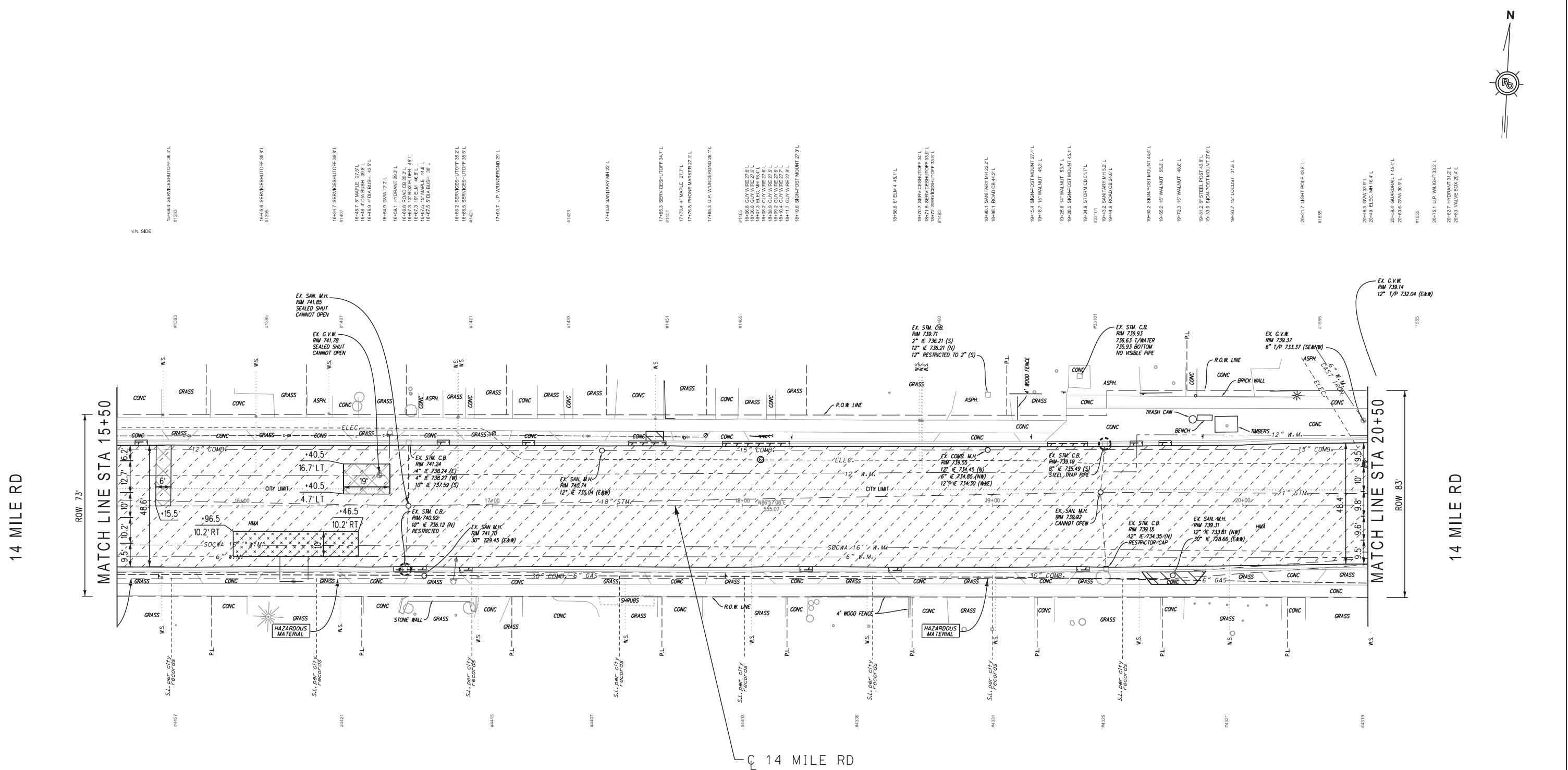
- NOTES:
- THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.
 - THE ROAD COMMISSION FOR OAKLAND COUNTY SHALL BE REPLACING THE SIGNAL AT THE GREENFIELD INTERSECTION.
- THE CONTRACTOR SHALL COORDINATE WITH THE CONTRACTOR AND ENGINEER FOR THE SIGNAL WORK TO ENSURE WORK ZONES DO NOT CONFLICT WITH ONE ANOTHER.

PROJECT NAME: CAP1909 14 MILE RD			 Michigan Department of Transportation	 Know What's Below, Call MISS DIG 1-800-482-7171 OR 8-1-1	DRAWN - SMP DESIGNED - SMP CHECKED - SMP DATE - 01/25/19	REVISED - 02/05/19 REVISED - REVISED - REVISED -		CS: 63000 JN: 203427	14 MILE ROAD REMOVAL AND UTILITY PLAN POB STA 10+00.00 TO STA 15+50		SHEET NUMBER 14	TOTAL SHEETS 131
--	--	--	---	--	---	---	--	-------------------------	---	--	-----------------------	------------------------



LEGEND			
	HMA RESURFACING		4" SIDEWALK
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED		6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED		8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B	
③	EJIW GATE WELL 1040 TYPE A	③B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT		
		⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT



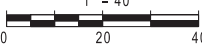
LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

- NOTES:
1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

PROJECT NAME:
CAP1909
14 MILE RD



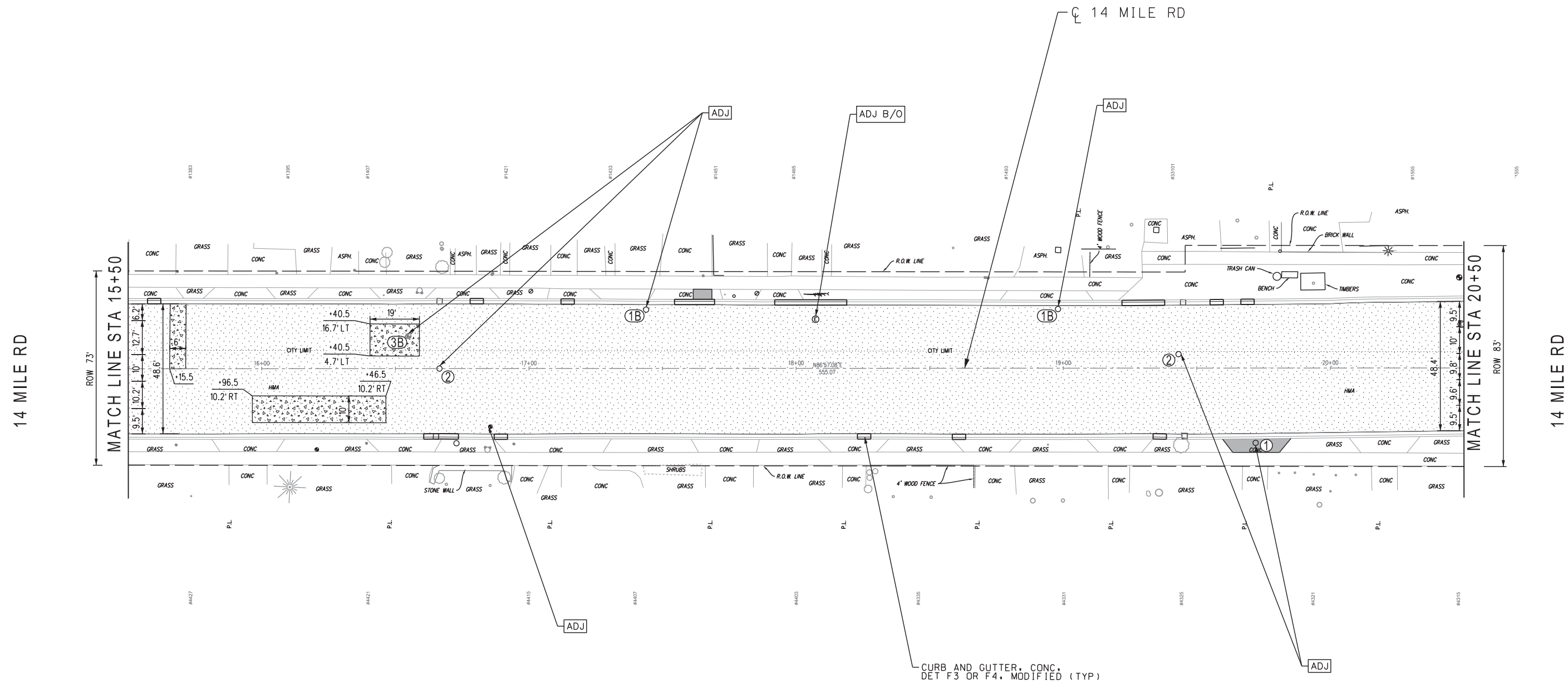
DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -



CS: 63000
JN: 203427

14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 15+50 TO STA 20+50

SHEET NUMBER	TOTAL SHEETS
16	131



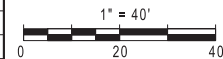
LEGEND			
	HMA RESURFACING		4\" SIDEWALK
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED		6\" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED		8\" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:			
① EJIW SANITARY/COMBINED 1040 TYPE A	①B CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS	⑤ EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT	
② EJIW STORM 1040 TYPE C	②B	⑥ EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT	
③ EJIW GATE WELL 1040 TYPE A	③B	⑦ EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT	
④ EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT		⑧ EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT	

PROJECT NAME:
CAP1909
14 MILE RD



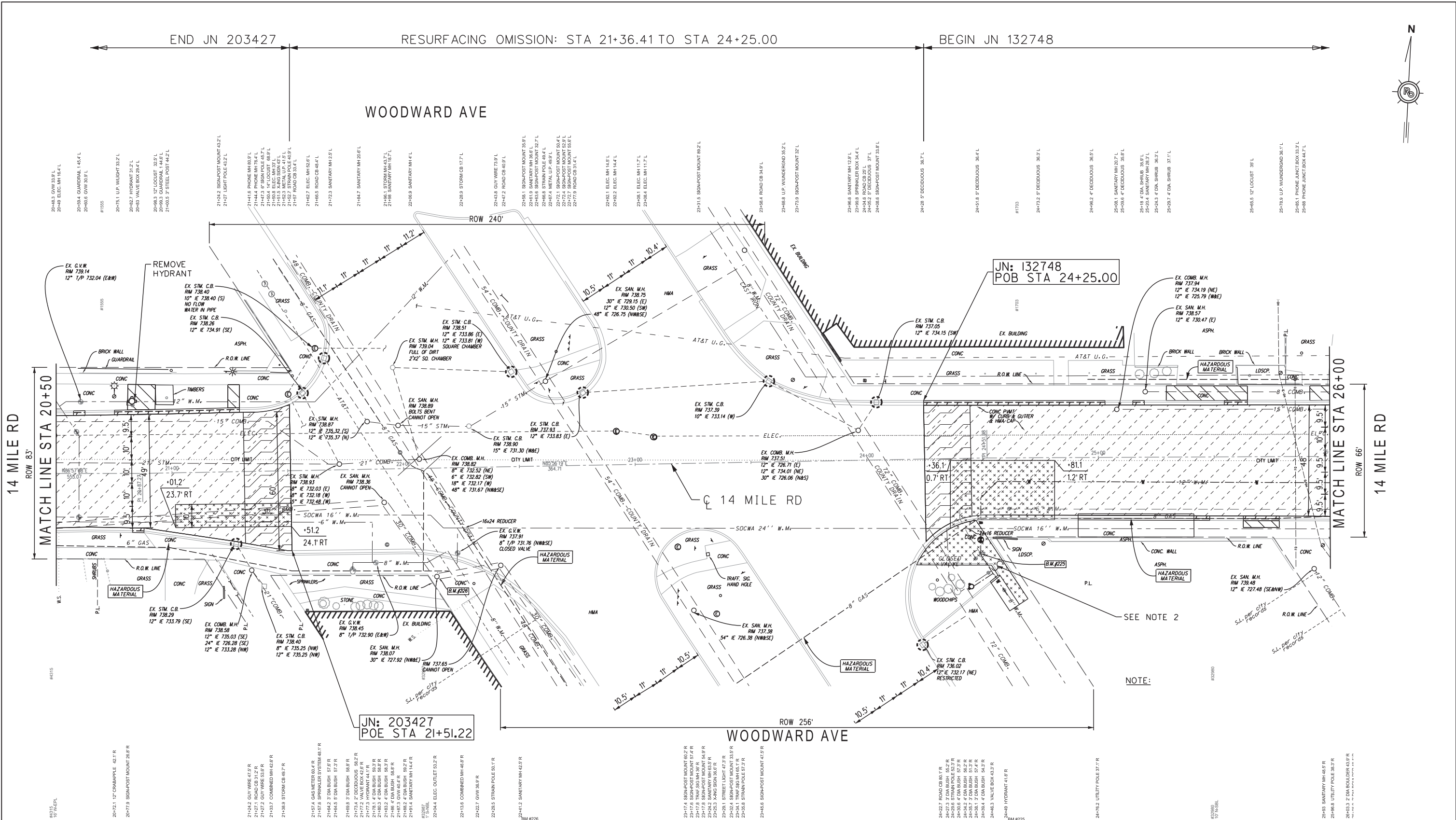
DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -



CS: 63000
JN: 203427

14 MILE ROAD
CONSTRUCTION PLAN
STA 15+50 TO STA 20+50

SHEET NUMBER	TOTAL SHEETS
17	131

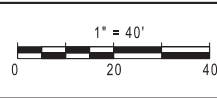


LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

PROJECT NAME:
CAP1909
14 MILE RD



DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -

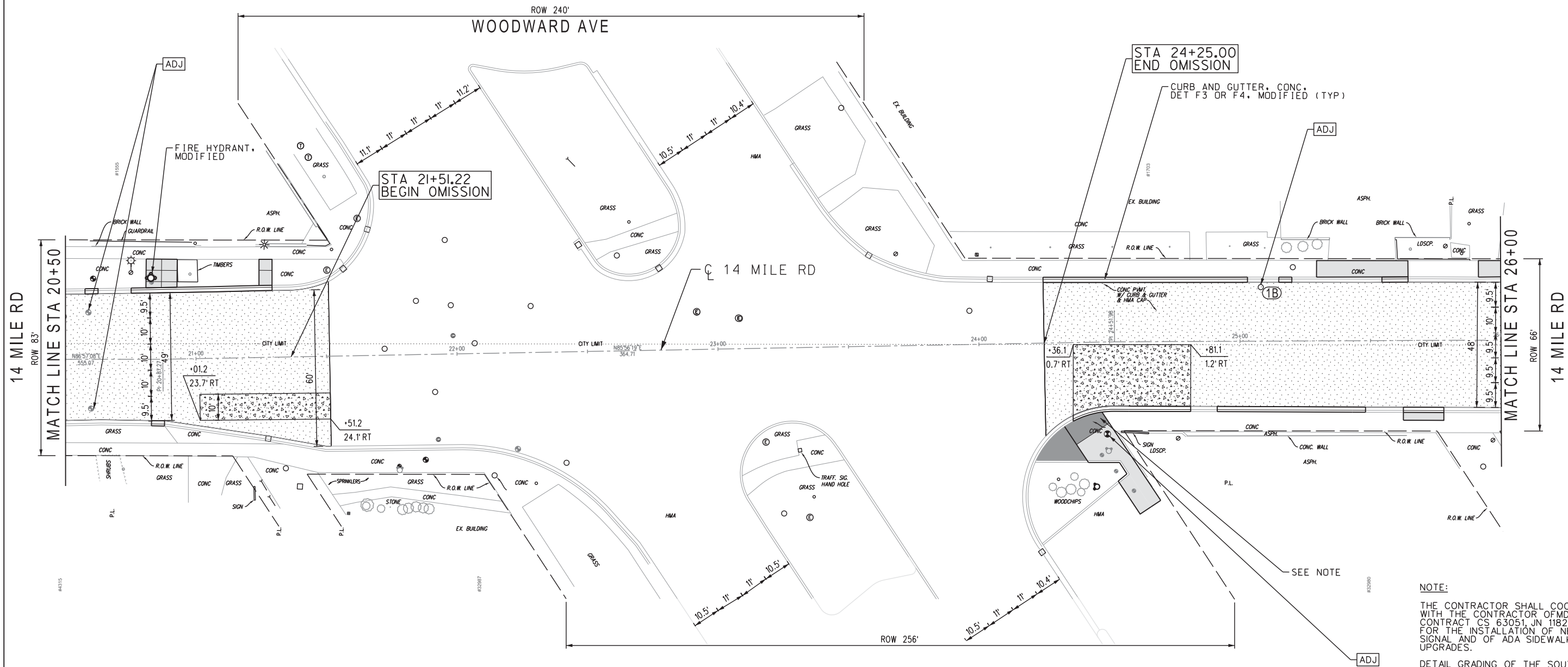


CS: 63000
JN: 203427, 132748

- NOTES:
- THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.
 - THE CONTRACTOR SHALL COORDINATE WITH THE CONTRACTOR OF MOOT CONTRACT CS 63051, JN 118285A FOR THE INSTALLATION OF NEW TRAFFIC SIGNAL AND OF ADA SIDEWALK RAMP UPGRADES.
- DETAIL GRADING OF THE SOUTHEAST RAMP SHALL FOLLOW THE PROPOSED GRADES OF THE SIGNAL CONTRACT IF PLACED PRIOR TO THE COMPLETION OF THE SIGNAL CONTRACT.

14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 20+50 TO STA 26+00

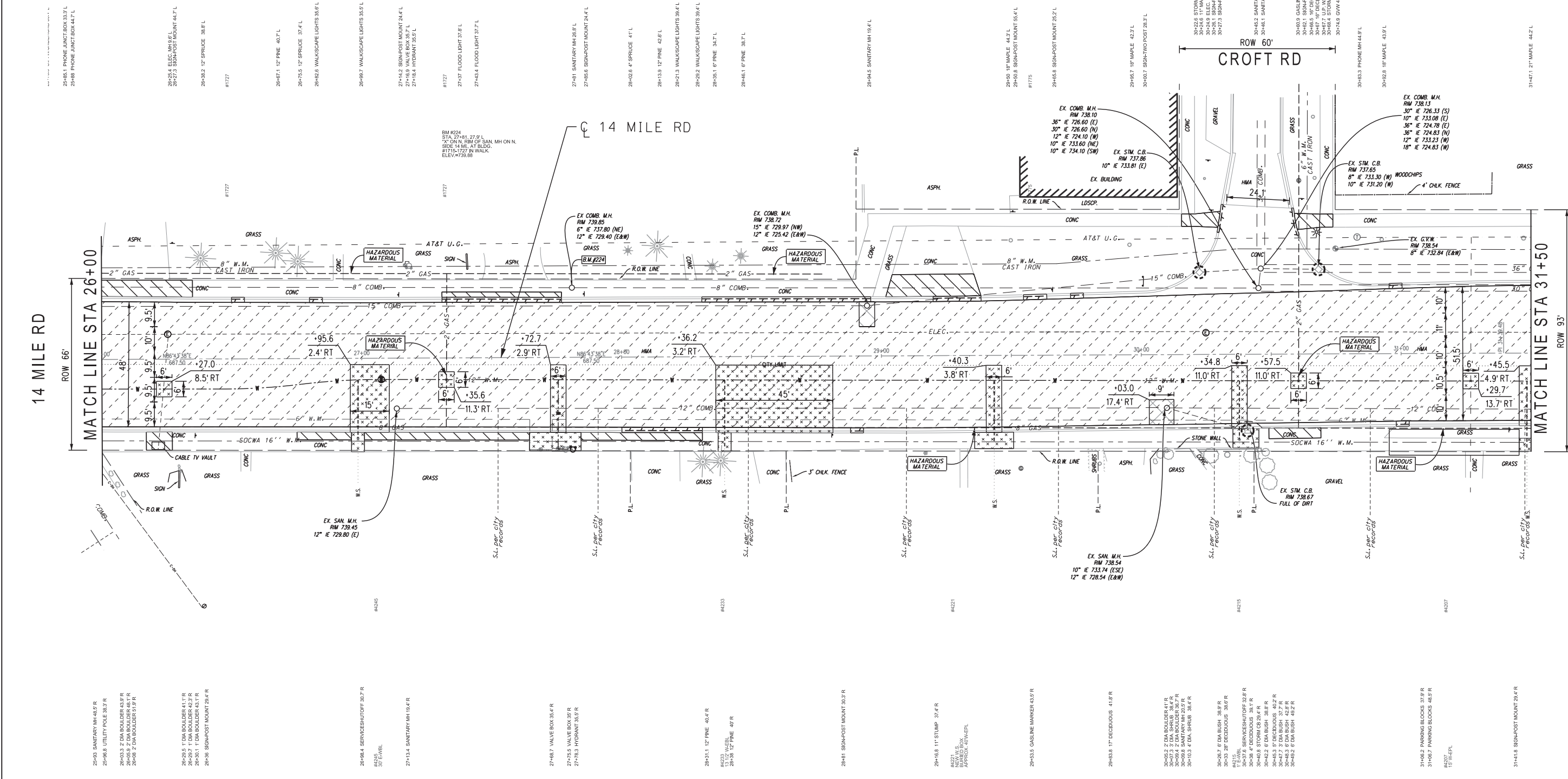
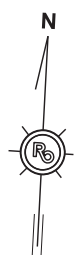
SHEET NUMBER	TOTAL SHEETS
18	131



NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE CONTRACTOR OF MDOT CONTRACT CS 63051 JN 118285A FOR THE INSTALLATION OF NEW TRAFFIC SIGNAL AND OF ADA SIDEWALK RAMP UPGRADES.
DETAIL GRADING OF THE SOUTHEAST RAMP SHALL FOLLOW THE PROPOSED GRADES OF THE SIGNAL CONTRACT IF PLACED PRIOR TO COMPLETION OF THE SIGNAL CONTRACT.

LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	1B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	2B	
③	EJIW GATE WELL 1040 TYPE A	3B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	5	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		6	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		7	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		8	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT

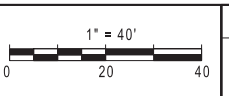


LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

PROJECT NAME:
CAP1909
14 MILE RD



DRAWN	- SMP	REVISED	- 02/05/19
DESIGNED	- SMP	REVISED	-
CHECKED	- SMP	REVISED	-
DATE	- 01/25/19	REVISED	-

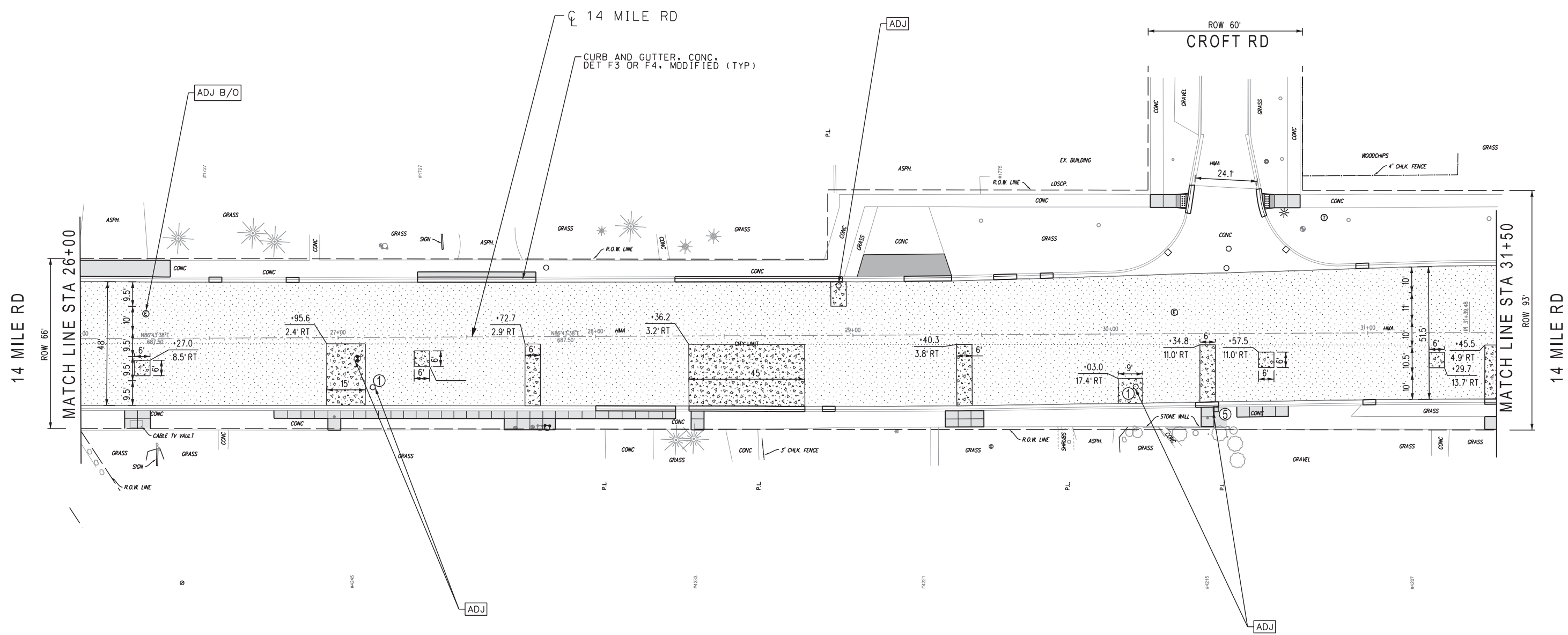


CS: 63000
JN: 132748

14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 26+00 TO STA 30+50

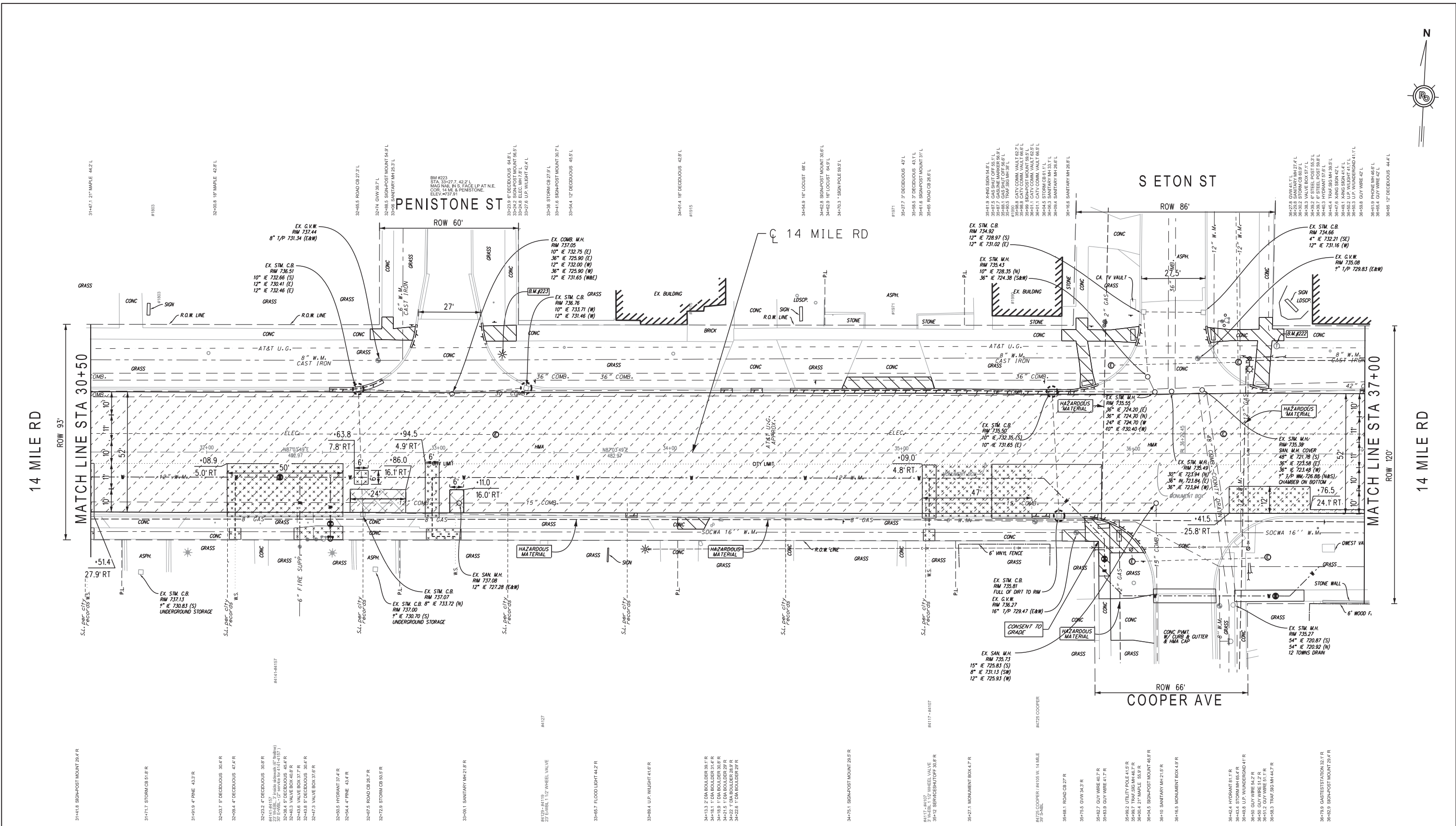
SHEET NUMBER	TOTAL SHEETS
20	131










NOTES:
1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.



LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

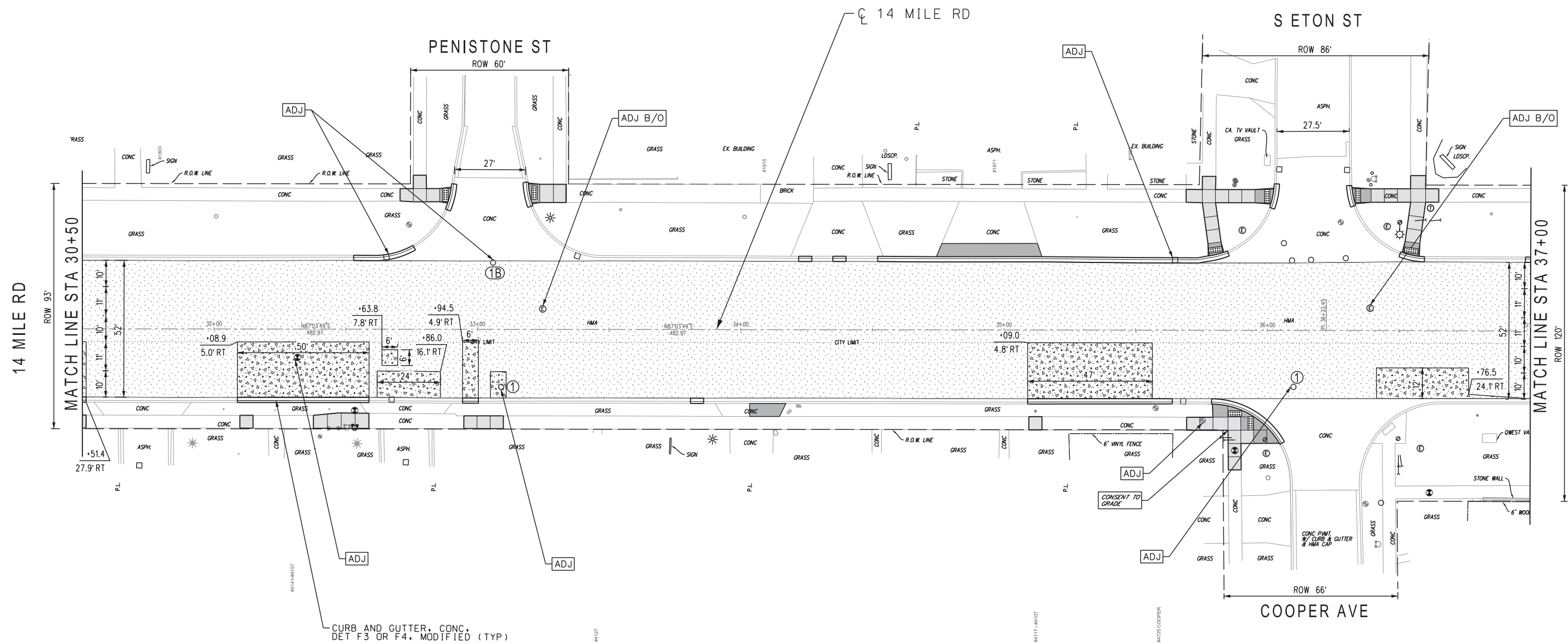
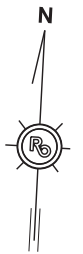
DRAINAGE STRUCTURE COVER LEGEND:		
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B
③	EJIW GATE WELL 1040 TYPE A	③B
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤ EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥ EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦ EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧ EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT



LEGEND			
	COLD MILLING HMA SURFACE		EROSION CONTROL, SILK SACK, MODIFIED
	COLD MILLING CONC PAVT		CURB AND GUTTER, REM, MODIFIED
	PAVEMENT REMOVAL		SIDEWALK, REM
	PAVEMENT REMOVAL, MODIFIED		PAVT FOR BUTT JOINTS, REM
	HMA SURFACE, REM		

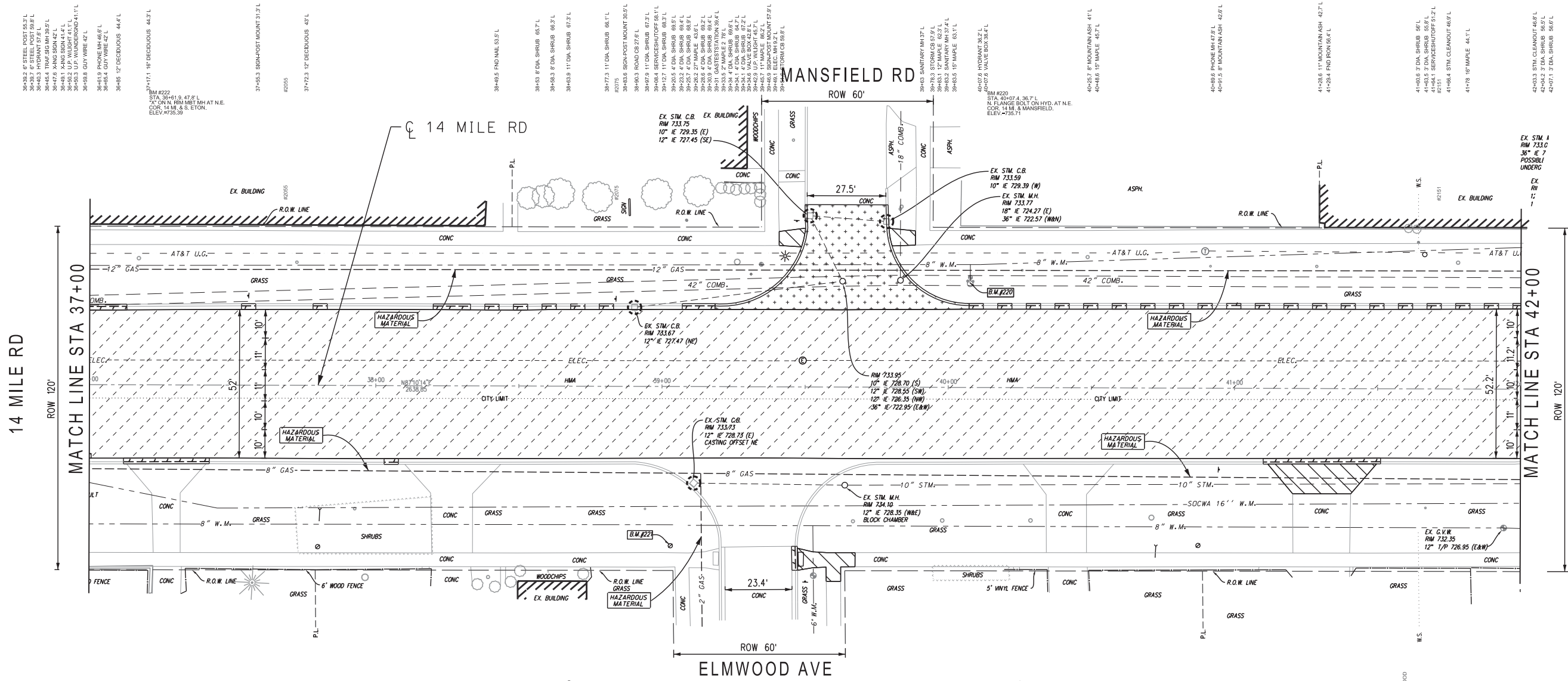
- NOTES:
- THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

PROJECT NAME: CAP1909 14 MILE RD			 Michigan Department of Transportation	 Know What's Below, Call MISS DIG 1-800-482-7171 OR 8-1-1	DRAWN - SMP DESIGNED - SMP CHECKED - SMP DATE - 01/25/19	REVISED - 02/05/19 REVISED - REVISED - REVISED -		CS: 63000 JN: 132748	14 MILE ROAD REMOVAL AND UTILITY PLAN STA 30+50 TO STA 37+00		SHEET NUMBER 22	TOTAL SHEETS 131
--	--	--	---	--	---	---	--	-------------------------	--	--	-----------------------	------------------------



LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

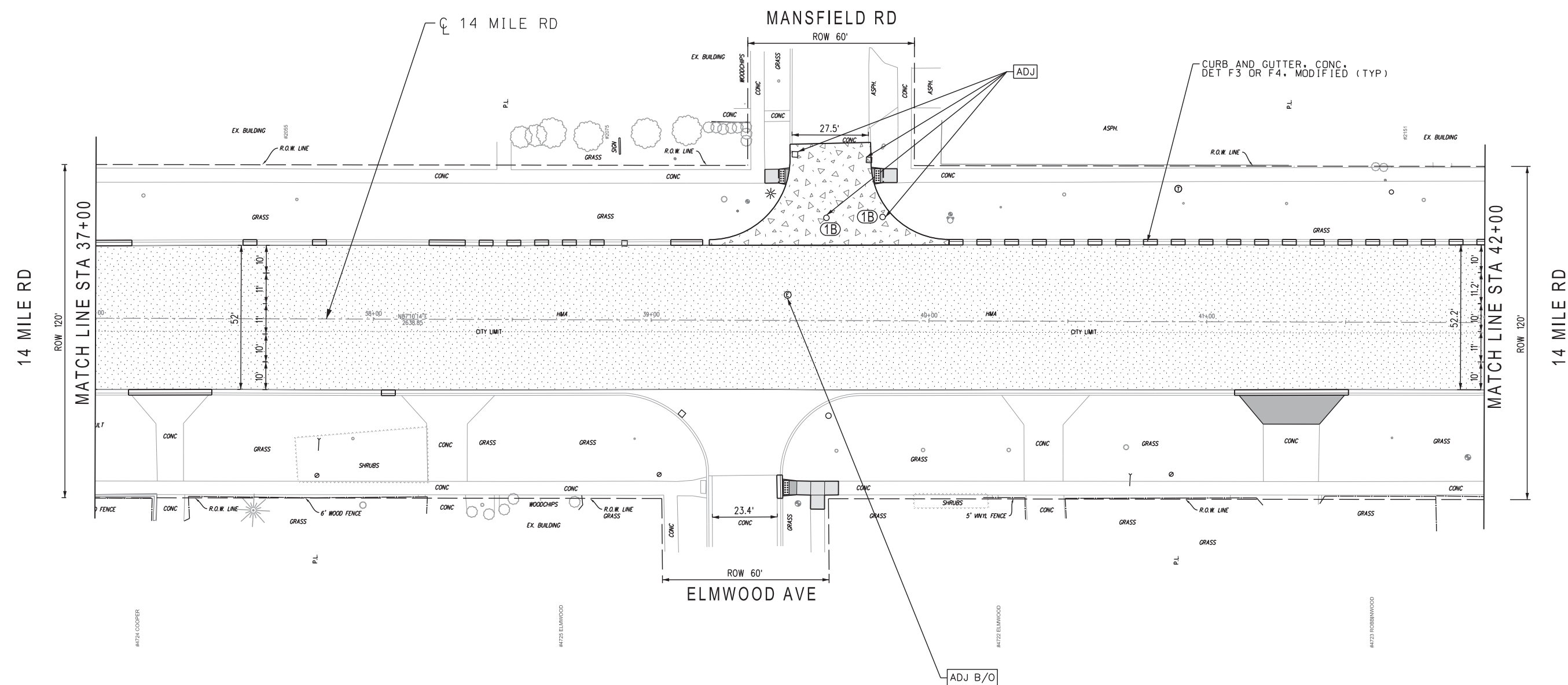
DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B	
③	EJIW GATE WELL 1040 TYPE A	③B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT









LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

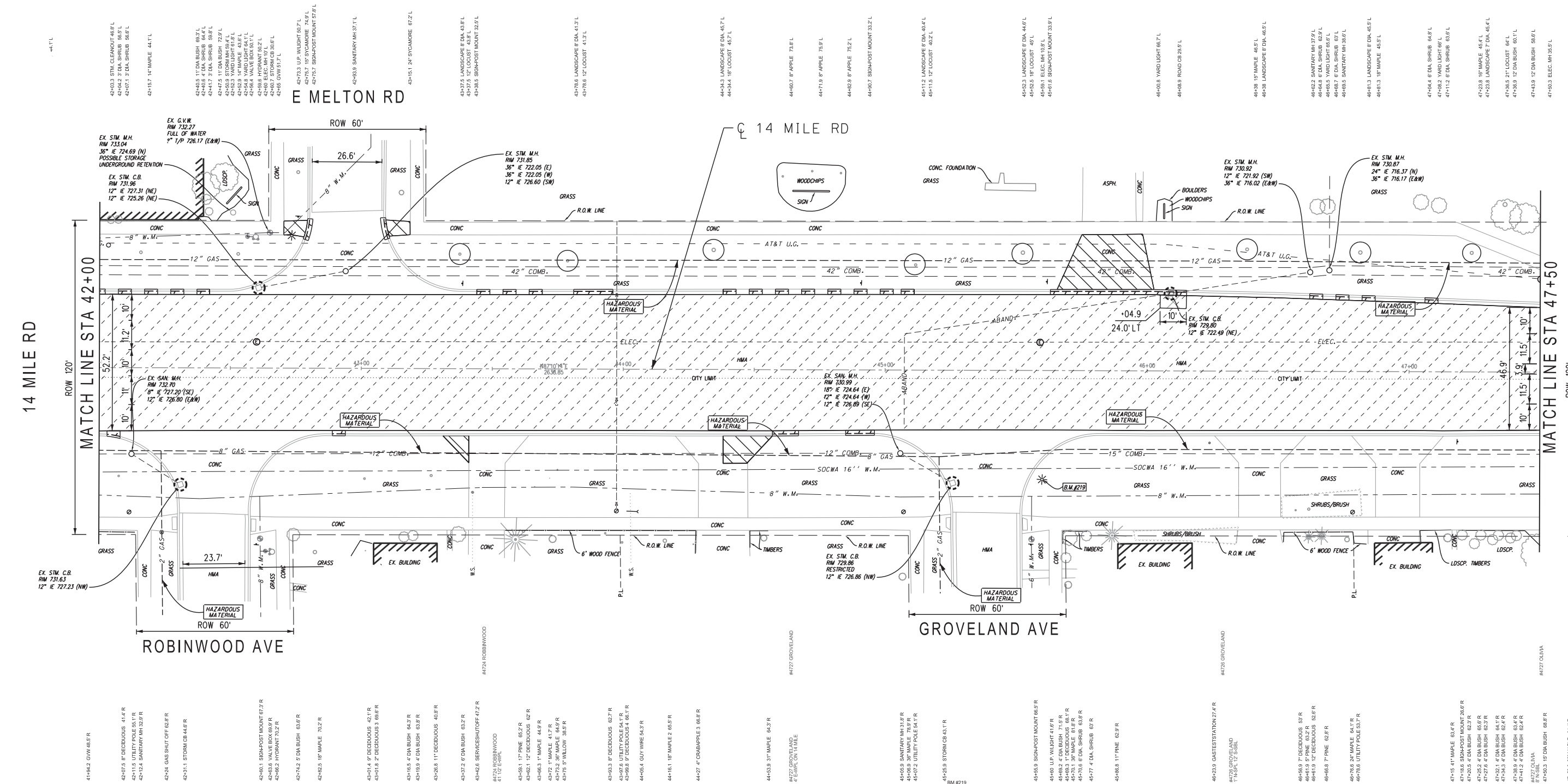
NOTES:
1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

PROJECT NAME: CAP1909 14 MILE RD					Know What's Below, Call MISS DIG 1-800-482-7171 OR 8-1-1	DRAWN - SMP DESIGNED - SMP CHECKED - SMP DATE - 01/25/19	REVISED - 02/05/19 REVISED - REVISED - REVISED -		CS: 63000 JN: 132748	14 MILE ROAD REMOVAL AND UTILITY PLAN STA 37+00 TO STA 42+00		SHEET NUMBER 24	TOTAL SHEETS 131
--	--	--	--	--	---	---	---	--	-------------------------	--	--	-----------------------	------------------------



LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:					
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B ②B ③B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS	⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
②	EJIW STORM 1040 TYPE C			⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
③	EJIW GATE WELL 1040 TYPE A			⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT			⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT

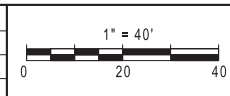


LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

PROJECT NAME:
CAP1909
14 MILE RD



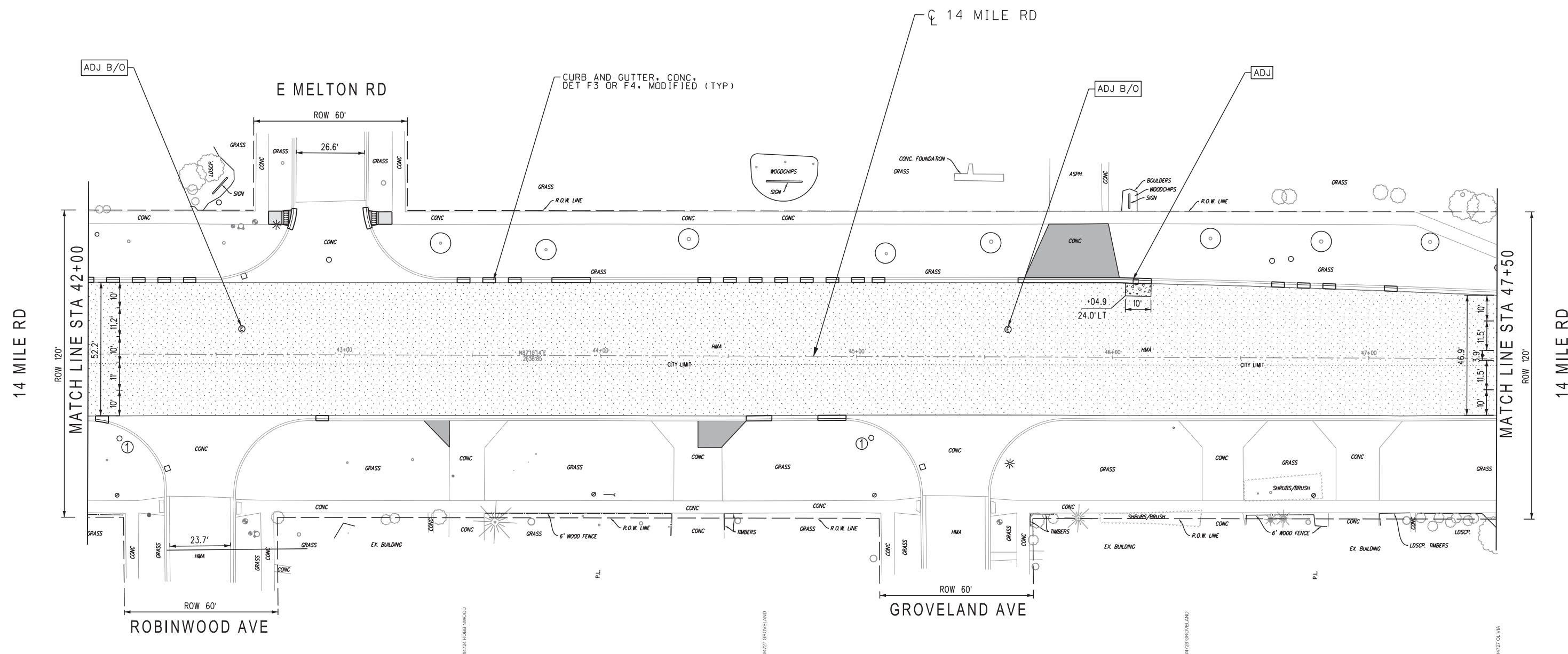
DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -



CS: 63000
JN: 132748

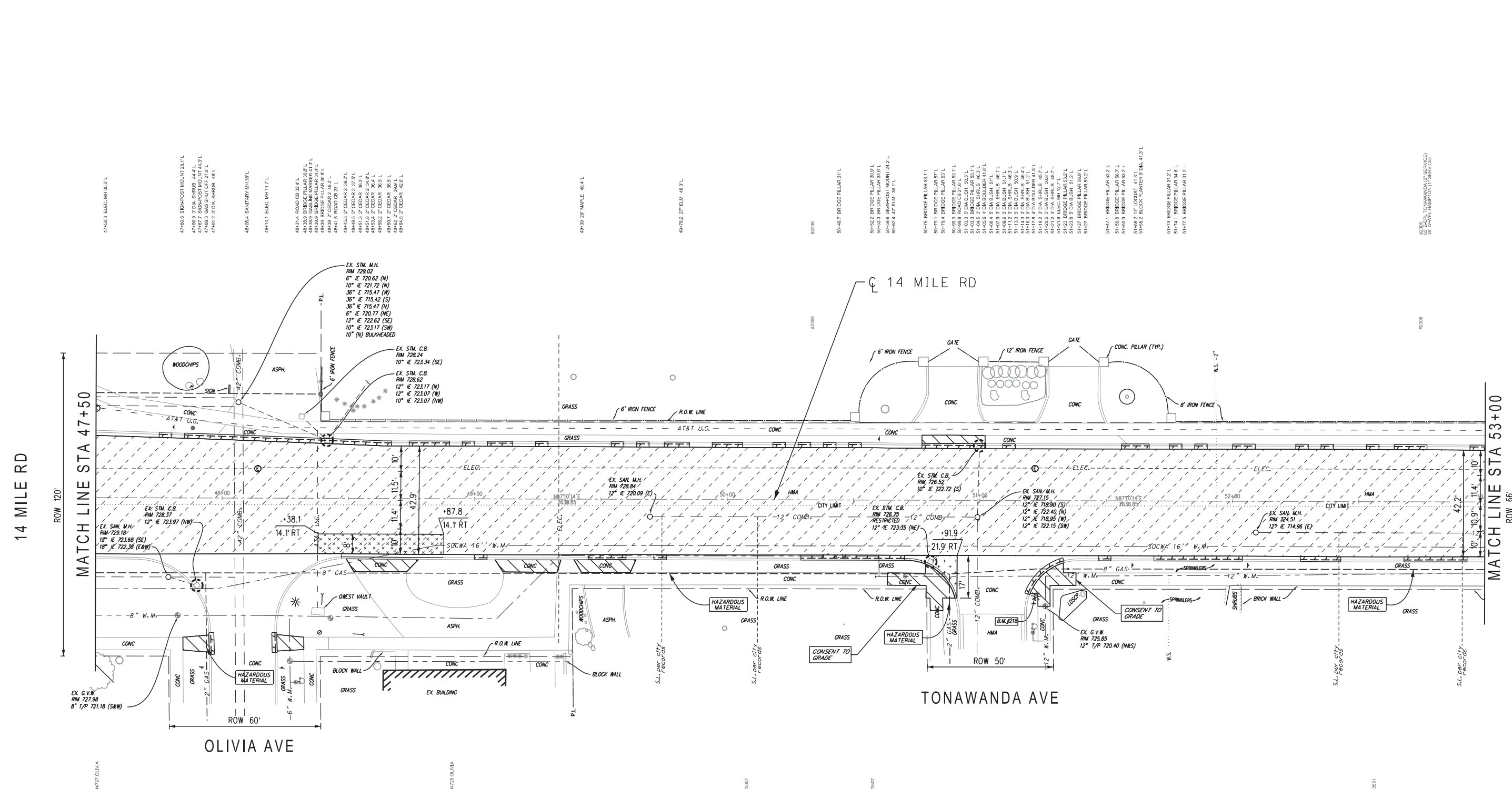
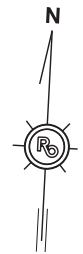
14 MILE ROAD REMOVAL AND UTILITY PLAN STA 42+00 TO STA 47+50	
SHEET NUMBER 26	TOTAL SHEETS 131

- NOTES:
1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.



LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

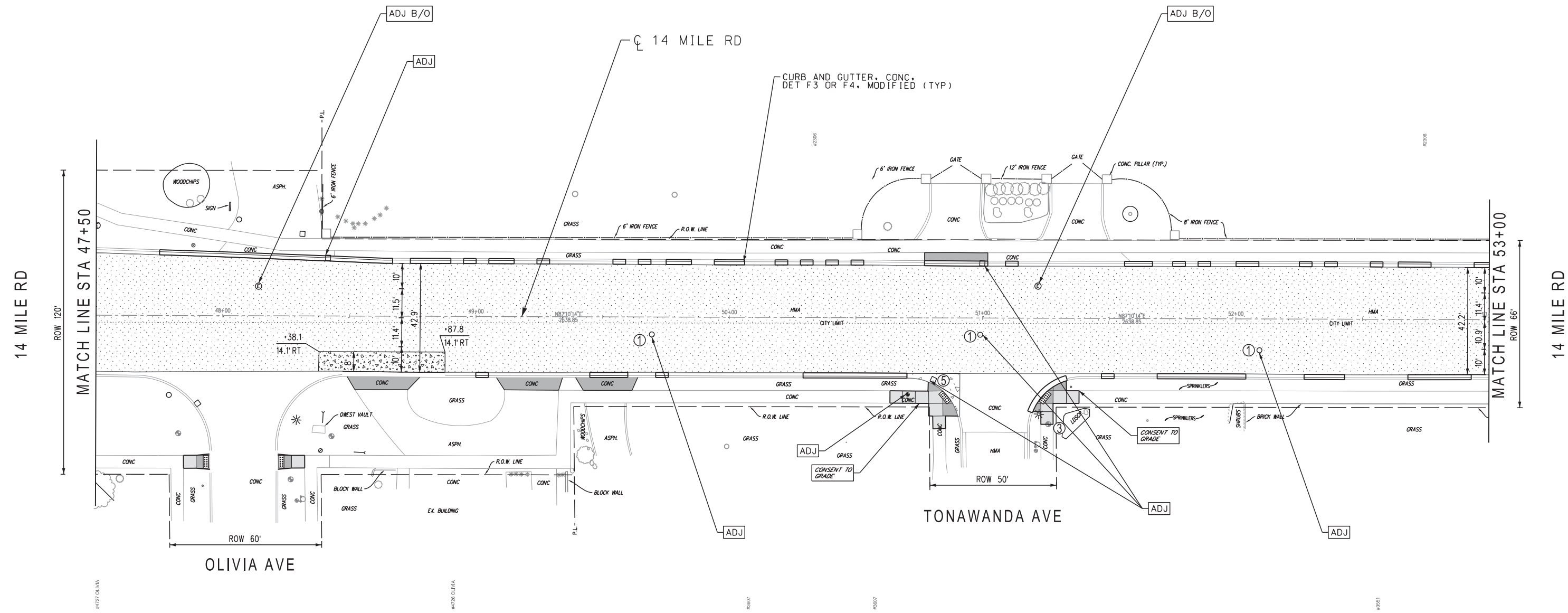
DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B	
③	EJIW GATE WELL 1040 TYPE A	③B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT



LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

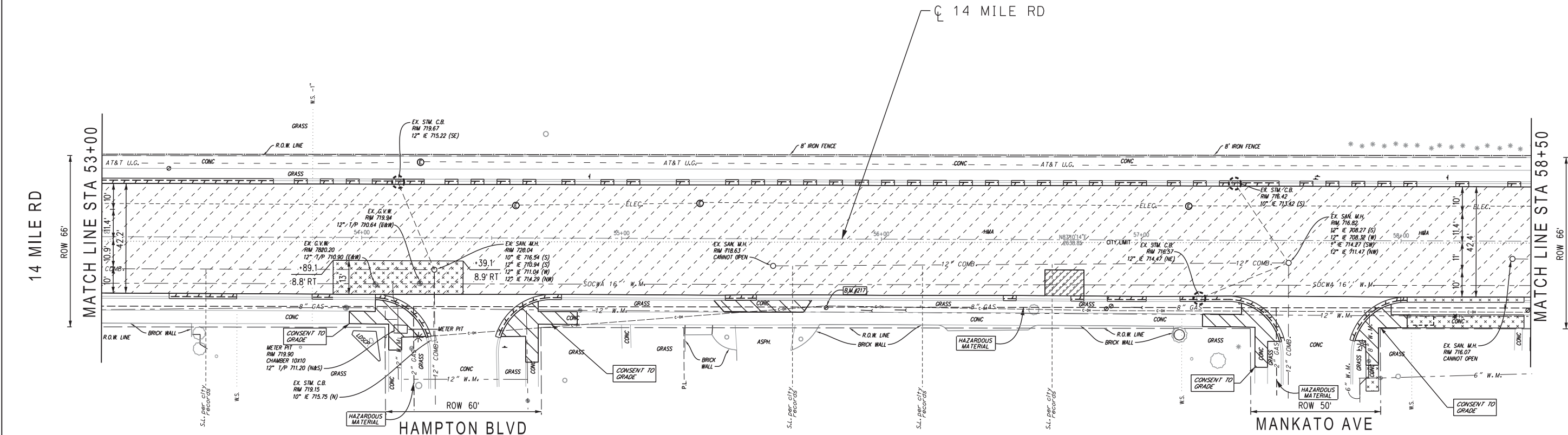
NOTES:
1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

PROJECT NAME: CAP1909 14 MILE RD			 Michigan Department of Transportation	 Know What's Below, Call MISS DIG 1-800-482-7171 OR 8-1-1	DRAWN - SMP DESIGNED - SMP CHECKED - SMP DATE - 01/25/19	REVISED - 02/05/19 REVISED - REVISED - REVISED -	 0 20 40	CS: 63000 JN: 132748	14 MILE ROAD REMOVAL AND UTILITY PLAN STA 47+50 TO STA 53+00		SHEET NUMBER 28	TOTAL SHEETS 131
--	--	--	---	--	---	---	-------------	-------------------------	--	--	-----------------------	------------------------



LEGEND			
	HMA RESURFACING		4\"
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED		6\"
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED		8\"

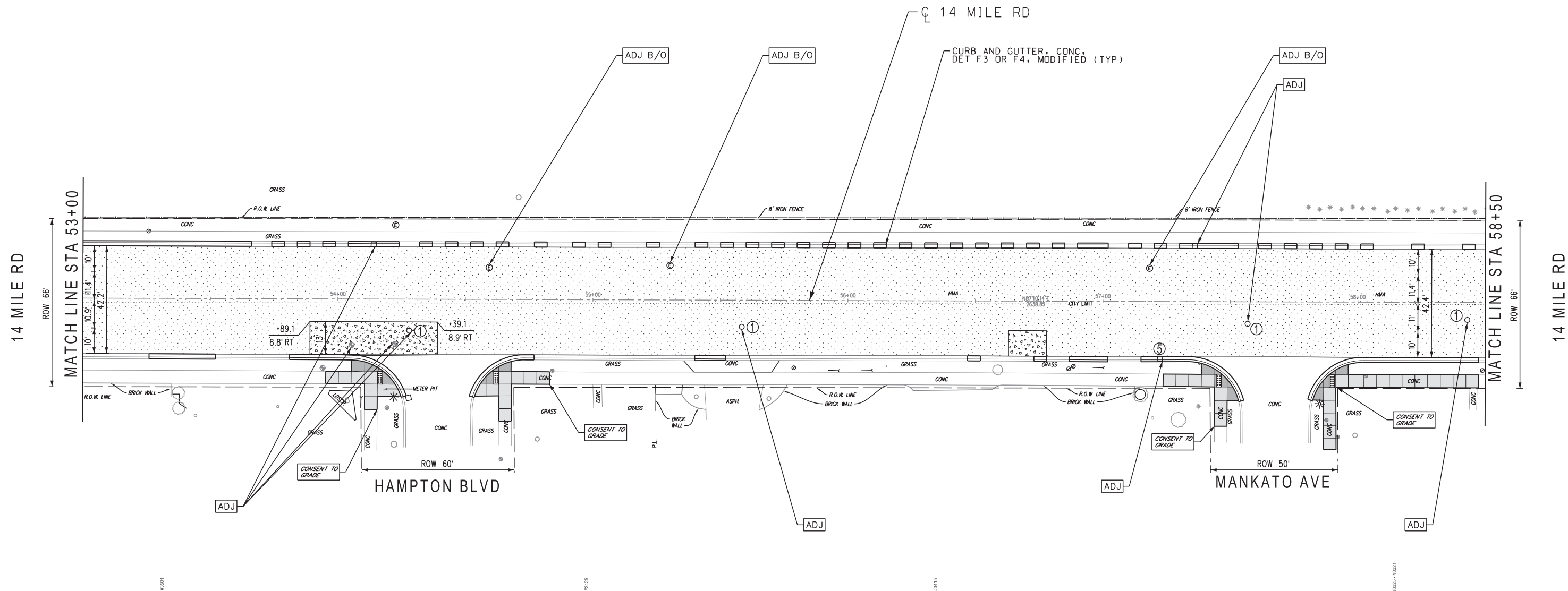
DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B	
③	EJIW GATE WELL 1040 TYPE A	③B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT




LEGEND			
	COLD MILLING HMA SURFACE		EROSION CONTROL, SILK SACK, MODIFIED
	COLD MILLING CONC PAVT		CURB AND GUTTER, REM, MODIFIED
	PAVEMENT REMOVAL		SIDEWALK, REM
	PAVEMENT REMOVAL, MODIFIED		PAVT FOR BUTT JOINTS, REM
	HMA SURFACE, REM		

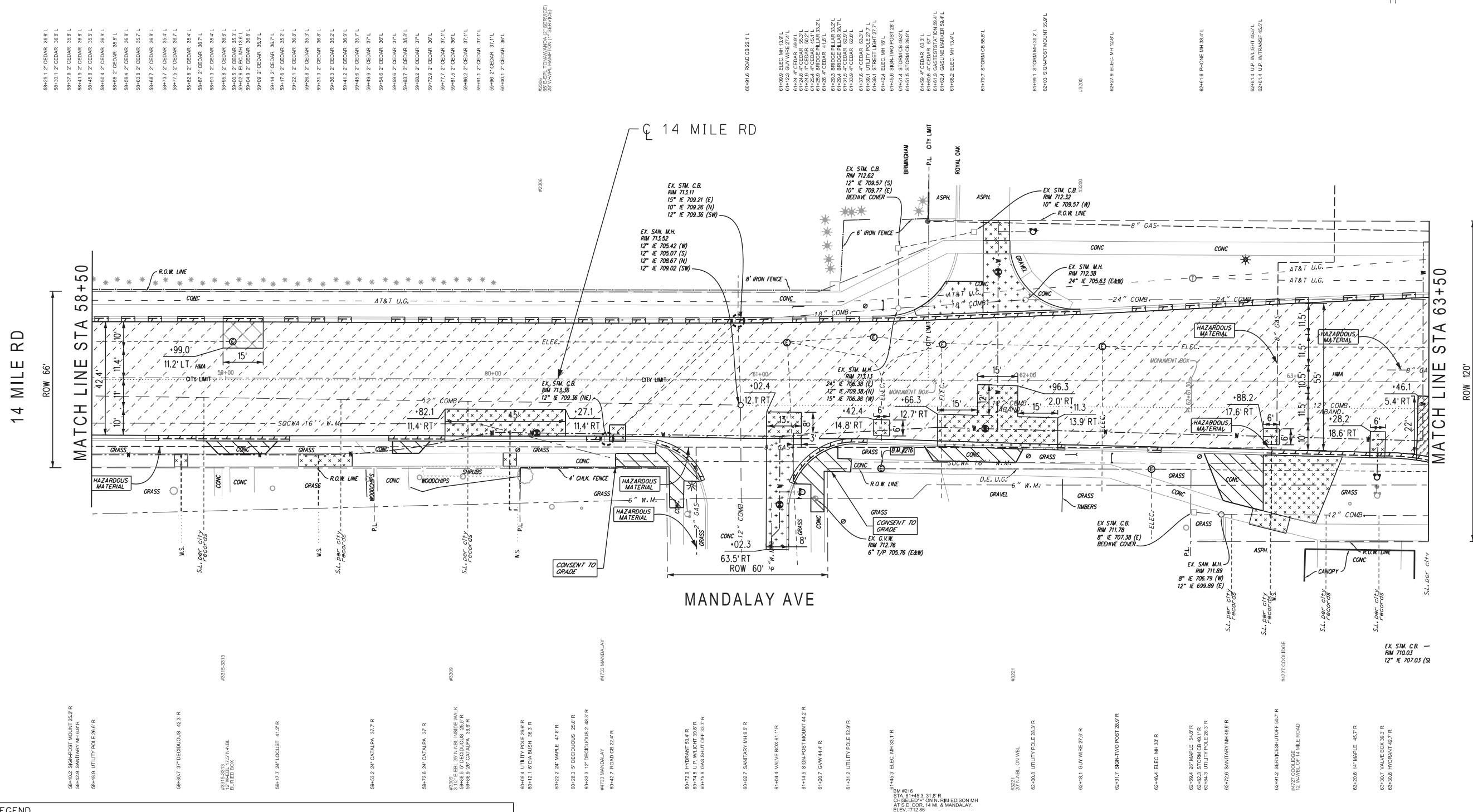
NOTES:
1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

PROJECT NAME: CAP1909 14 MILE RD			 Michigan Department of Transportation	 Know What's Below, Call MISS DIG 1-800-482-7171 OR 8-1-1	DRAWN - SMP DESIGNED - SMP CHECKED - SMP DATE - 01/25/19	REVISED - 02/05/19 REVISED - REVISED - REVISED -	 0 20 40	CS: 63000 JN: 132748	14 MILE ROAD REMOVAL AND UTILITY PLAN STA 53+00 TO STA 58+50		SHEET NUMBER 30	TOTAL SHEETS 131







LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

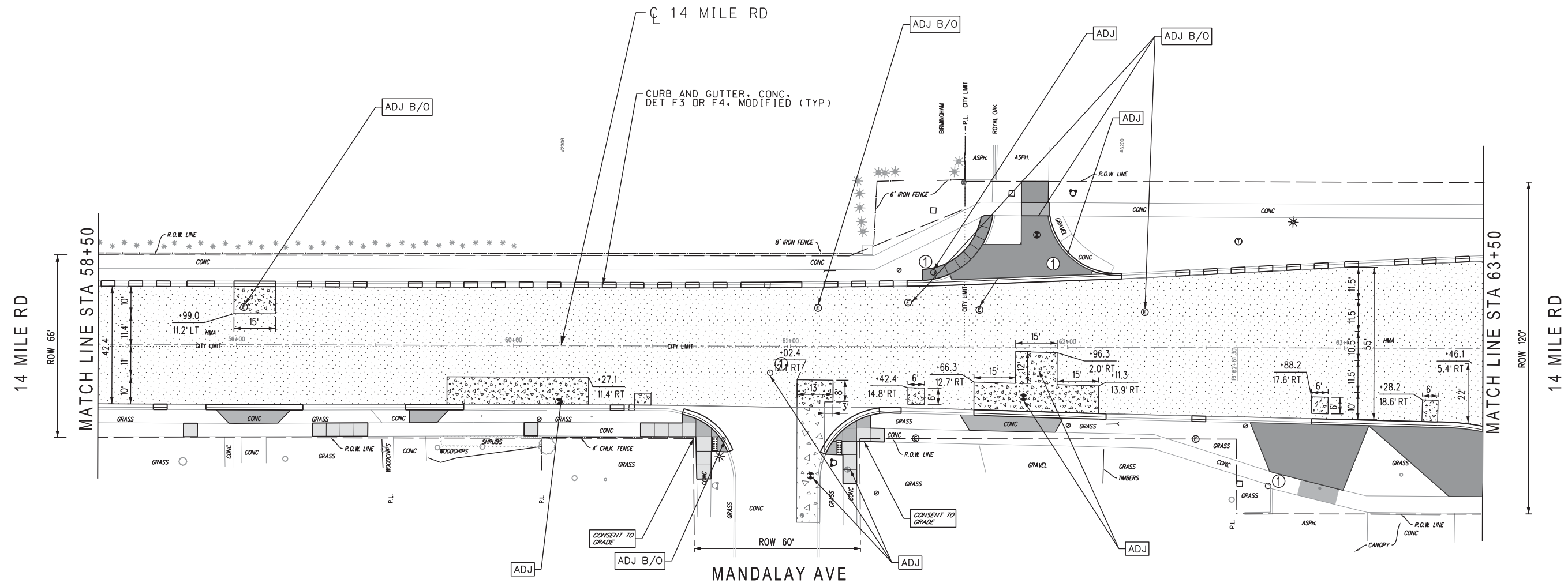
DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B	
③	EJIW GATE WELL 1040 TYPE A	③B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT



NOTES:

1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

PROJECT NAME: CAP1909 14 MILE RD		 Royal Oak	 MDOT Michigan Department of Transportation	 Know What's Below, Call 811 MISS DIG 1-800-482-7171 OR 8-1-1	DRAWN - SMP DESIGNED - SMP CHECKED - SMP DATE - 01/25/19	REVISED - 02/05/19 REVISED - REVISED - REVISED -		CS: 63000 JN: 132748	14 MILE ROAD REMOVAL AND UTILITY PLAN STA 58+50 TO STA 63+50	SHEET NUMBER 32	TOTAL SHEETS 131
--	--	--	---	--	---	---	---	-------------------------	--	-----------------------	------------------------



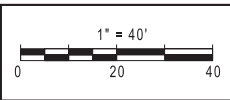
LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B	
③	EJIW GATE WELL 1040 TYPE A	③B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT

PROJECT NAME:
CAP1909
14 MILE RD



DRAWN	- SMP	REVISED	- 02/05/19
DESIGNED	- SMP	REVISED	-
CHECKED	- SMP	REVISED	-
DATE	- 01/25/19	REVISED	-

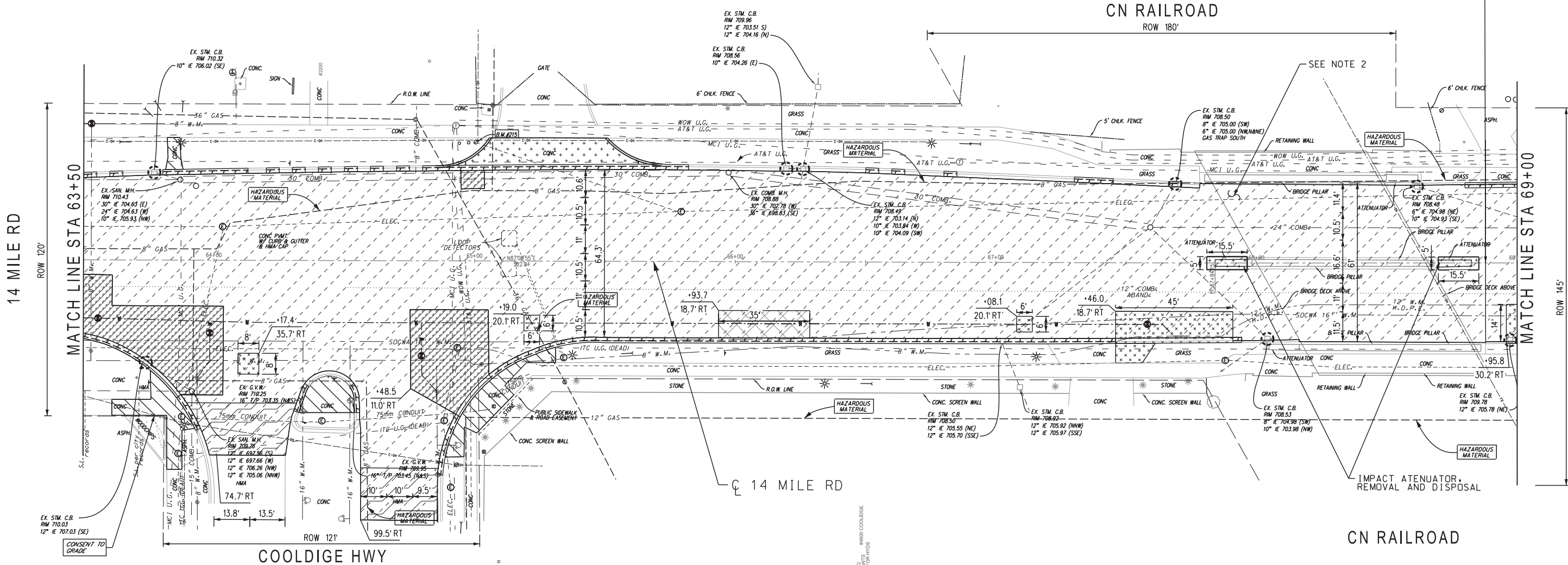


CS: 63000
JN: 132748

14 MILE ROAD
CONSTRUCTION PLAN
STA 58+50 TO STA 63+50

SHEET NUMBER	TOTAL SHEETS
33	131

JN: 132748
POE STA 68+87.87
JN: 132743
POB STA 68+87.87



- 63+52.9 VALVE BOX 34.8 R
- 63+70.5 GASTIGATION 46.1 R
- 63+74.4 ROAD CB 30.3 R
- 63+77.5 SIGN POLE 50.1 R
- 63+78.5 FLAG POLE 60.3 R
- 63+79.5 ELEC. OUTLET 70.8 R
- 63+80.5 ELEC. MH 74.1 R
- 63+81.5 U.P. W/ LIGHT 83.9 R
- 63+91.7 SANITARY MH 50.3 R
- 64+32.5 GUY WIRE 45.3 R
- 64+37.5 GUY WIRE 67.6 L
- 64+77.5 GUY WIRE 60.7 L
- 64+77.5 U.P. W/ LIGHT 65.1 L
- 64+87.5 SANITARY MH 20.9 L
- 64+88.5 GUY WIRE 60.6 L
- 64+93.1 SANITARY MH 28.5 L
- 64+93.3 ELEC. MH 12.7 L
- 64+97 ELEC. HAND HOLE 72 L
- 64+98.5 ELEC. MANHOLE 87 L
- 64+99.5 SANITARY POST 67.7 L
- 64+99.5 SIGN-POST MOUNT 37.2 L
- #4200
- 64+77.2 GASLINE MARKER 54.2 L
- 64+82.5 12" APPLE 76.6 L
- 64+92.7 PHONE MH 51.9 L
- 64+94.1 PHONE MARKER 45.1 L
- 64+97.5 PHONE MARKER 45.3 L
- 64+98.5 U.P. W/ LIGHT 45.9 L
- 64+99.5 GAS METER 58 L
- 64+99.5 GASLINE MARKER 58.8 L
- #4200
- 65+01.5 STA. 65+01.46.41
- 65+01.5 BENCH MARK IN N. FACE UP AT N.E. COR. 14 MI. & COOLIDGE. ELEV. = 710.60
- 65+70.2 ELEC. MH 16.1 L
- 65+97 11" STUMP 3.66 L
- 65+97.4 SANITARY MH 54.2 L
- 66+19.5 ROAD CB 35.6 L
- 66+28 ROAD CB 35.6 L
- 66+31.6 STORM CB 67.1 L
- 66+32.2 U.P. W/ LIGHT 46.7 L
- 66+44.8 STREET LIGHT 59.1 L
- 66+46 PHONE MH 36.5 L
- 66+48.5 GUY WIRE 45.4 L
- 66+48.7 GUY WIRE 45.4 L
- 67+00.8 5' ELM. 60 L
- 67+22.4 STREET LIGHT 42.6 L
- 67+92.2 SANITARY MH 13.6 L
- 67+98.8 ROAD CB 30.4 L
- 67+99.5 BRIDGE PILLAR 31.2 L
- 67+99.5 BRIDGE PILLAR 33.9 L
- 67+99.5 GUARDRAIL 1.3 L
- 67+97.9 GUARDRAIL 1.9 L
- 67+98.3 BRIDGE PILLAR 1.4 L
- 68+41.9 ROAD CB 20.3 L
- 68+41.9 GUARDRAIL 1.1 L
- 68+41.9 GUARDRAIL 2.3 L
- 68+41.9 BRIDGE PILLAR 1.4 L
- 68+41.9 GUARDRAIL 1.1 L
- 68+71 U.P. W/ LIGHT 46.4 L
- 68+70.6 5' ELM. 46.4 L
- 68+70.6 GUARDRAIL 1.1 L
- 68+41.9 BRIDGE PILLAR 1.3 R
- 68+41.9 GUARDRAIL 1.1 R
- 68+41.9 GUARDRAIL 1.2 R
- 68+41.9 GUARDRAIL 1.3 R
- 68+41.9 BRIDGE PILLAR 33.9 R
- 68+47.3 ROAD CB 29.6 R

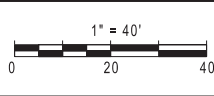
LEGEND			
	COLD MILLING HMA SURFACE		EROSION CONTROL, SILK SACK, MODIFIED
	COLD MILLING CONC PAVT		CURB AND GUTTER, REM, MODIFIED
	PAVEMENT REMOVAL		SIDEWALK, REM
	PAVEMENT REMOVAL, MODIFIED		PAVT FOR BUTT JOINTS, REM
	HMA SURFACE, REM		

- NOTES:
- THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.
 - THE CONTRACTOR SHALL PROTECT THE EXISTING BRIDGE FROM ANY DAMAGE DURING CONSTRUCTION.

PROJECT NAME:
CAP1909
14 MILE RD



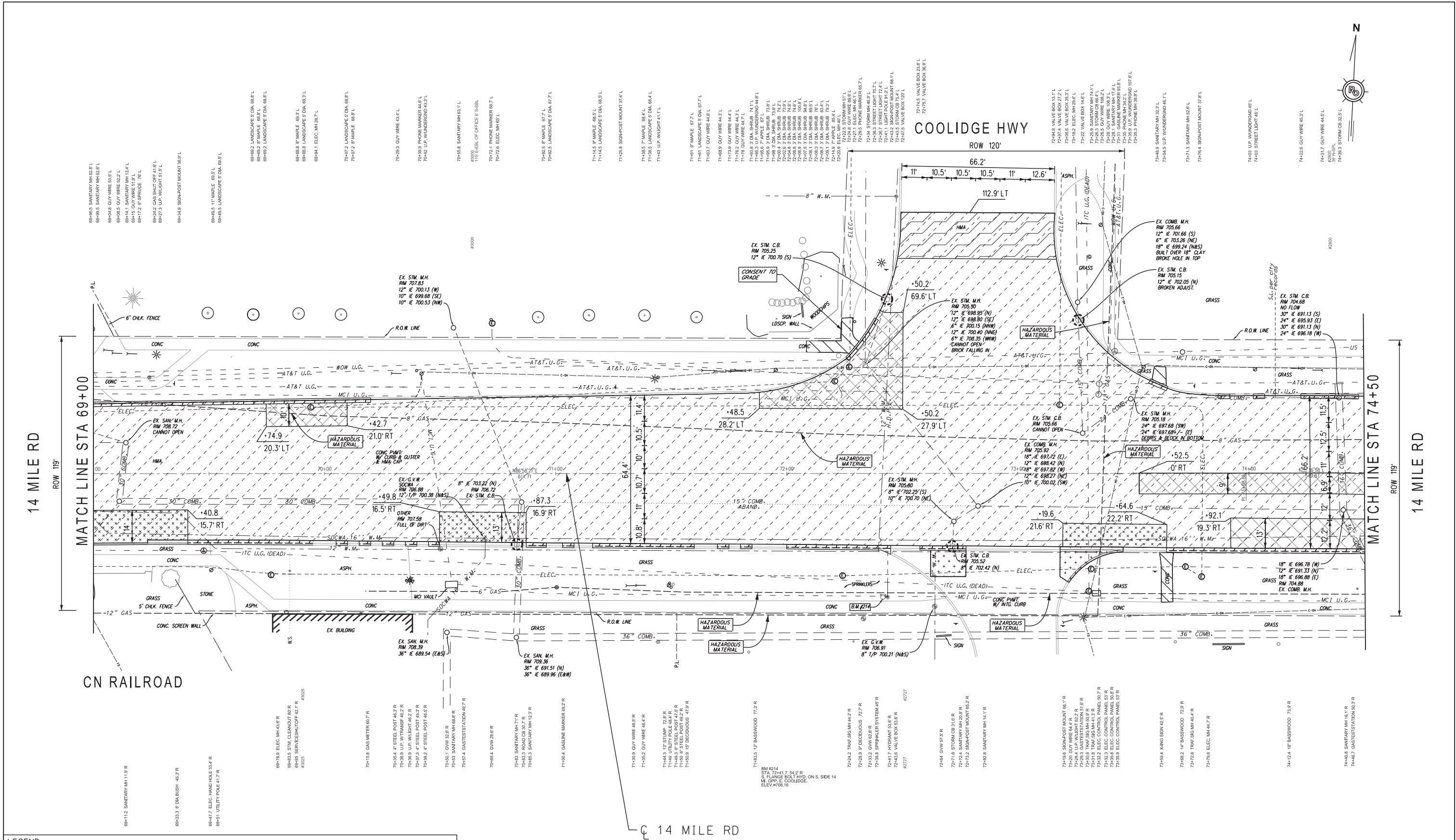
DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -



CS: 63000
JN: 132748, 132743

14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 63+50 TO STA 69+00

SHEET NUMBER	TOTAL SHEETS
34	131

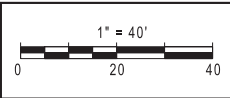


LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

PROJECT NAME:
CAP1909
14 MILE RD



DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -



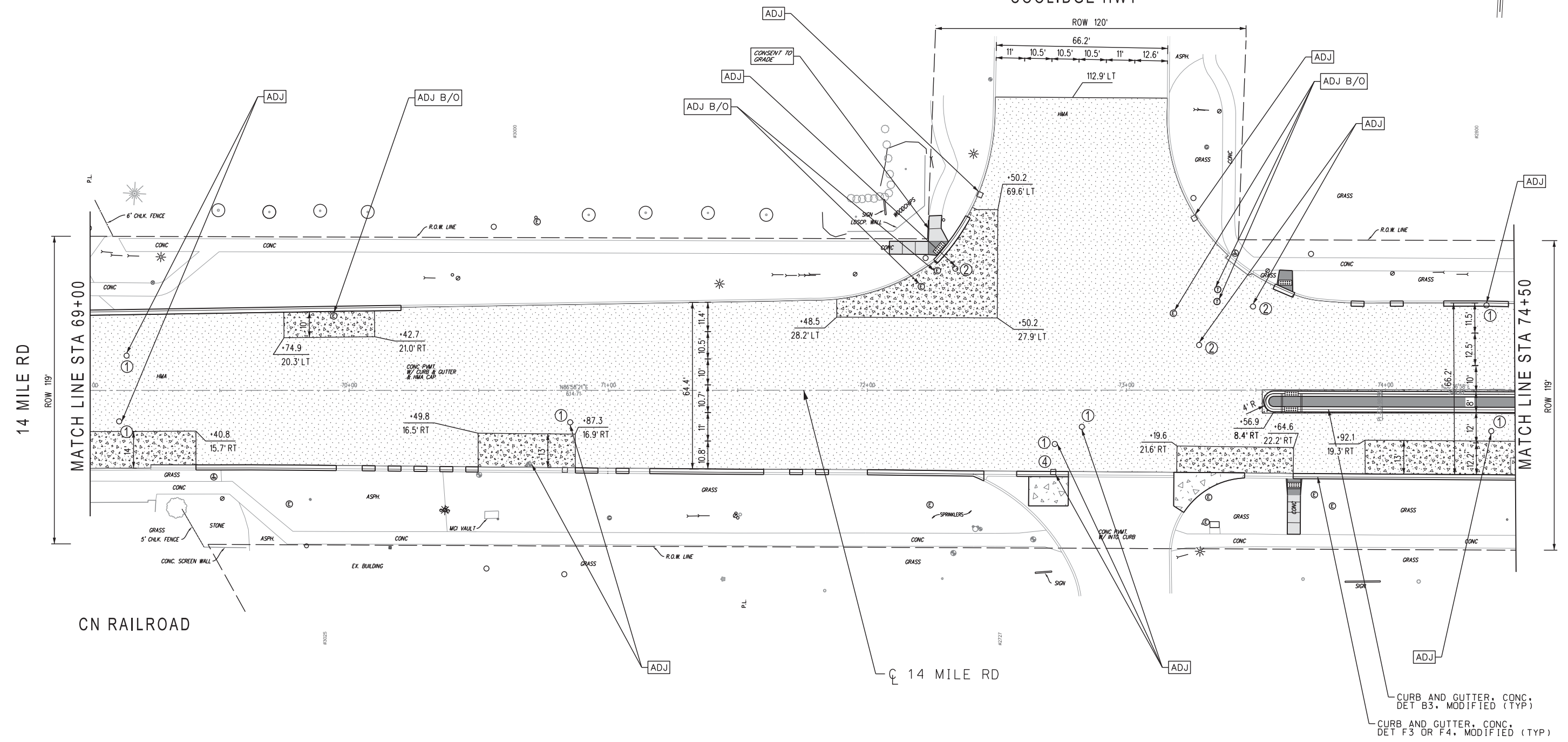
CS: 63000
JN: 132743

14 MILE ROAD REMOVAL AND UTILITY PLAN STA 63+00 TO STA 74+50	
SHEET NUMBER	TOTAL SHEETS
36	131

NOTES:
1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

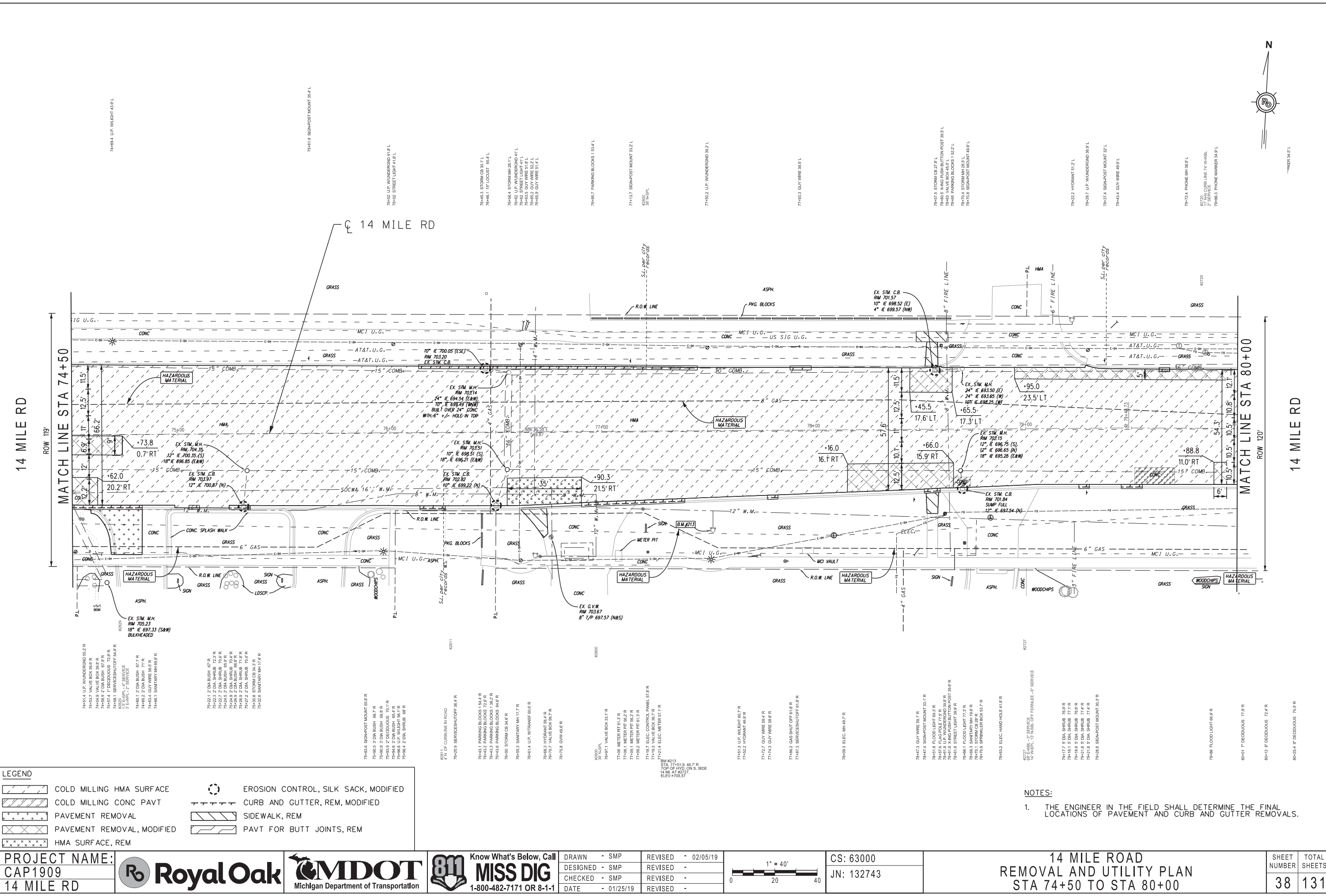


COOLIDGE HWY



LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:		
①	EJIW SANITARY/COMBINED 1040 TYPE A	⑤ EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
②	EJIW STORM 1040 TYPE C	⑥ EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
③	EJIW GATE WELL 1040 TYPE A	⑦ EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑧ EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT
①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS	
②B		
③B		



LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

NOTES:
1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

PROJECT NAME:
CAP1909
14 MILE RD

Royal Oak

MDOT
Michigan Department of Transportation

Know What's Below, Call 811 MISS DIG
1-800-482-7171 OR 8-1-1

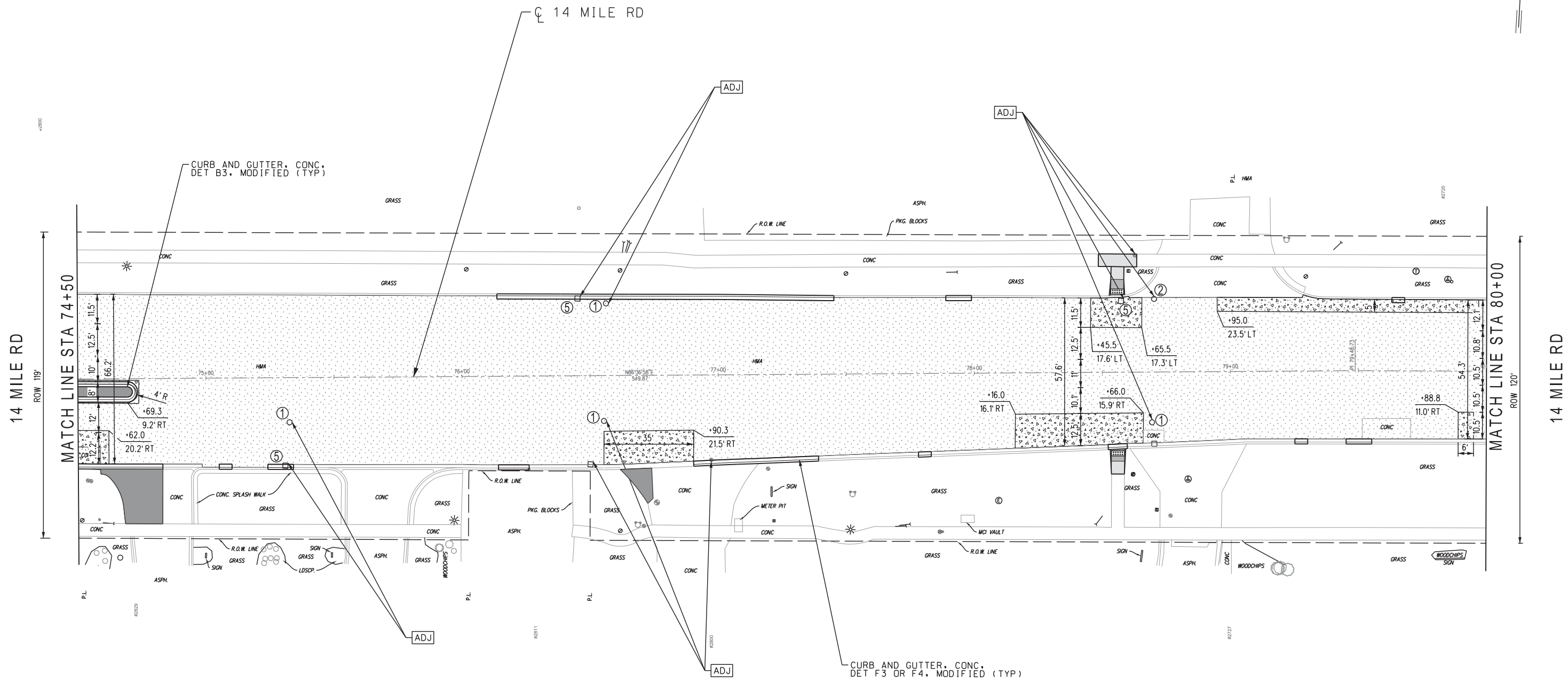
DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -

0 20 40

CS: 63000
JN: 132743

14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 74+50 TO STA 80+00

SHEET NUMBER	TOTAL SHEETS
38	131



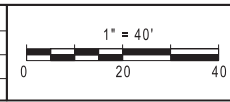
LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B	
③	EJIW GATE WELL 1040 TYPE A	③B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT

PROJECT NAME:
CAP1909
14 MILE RD



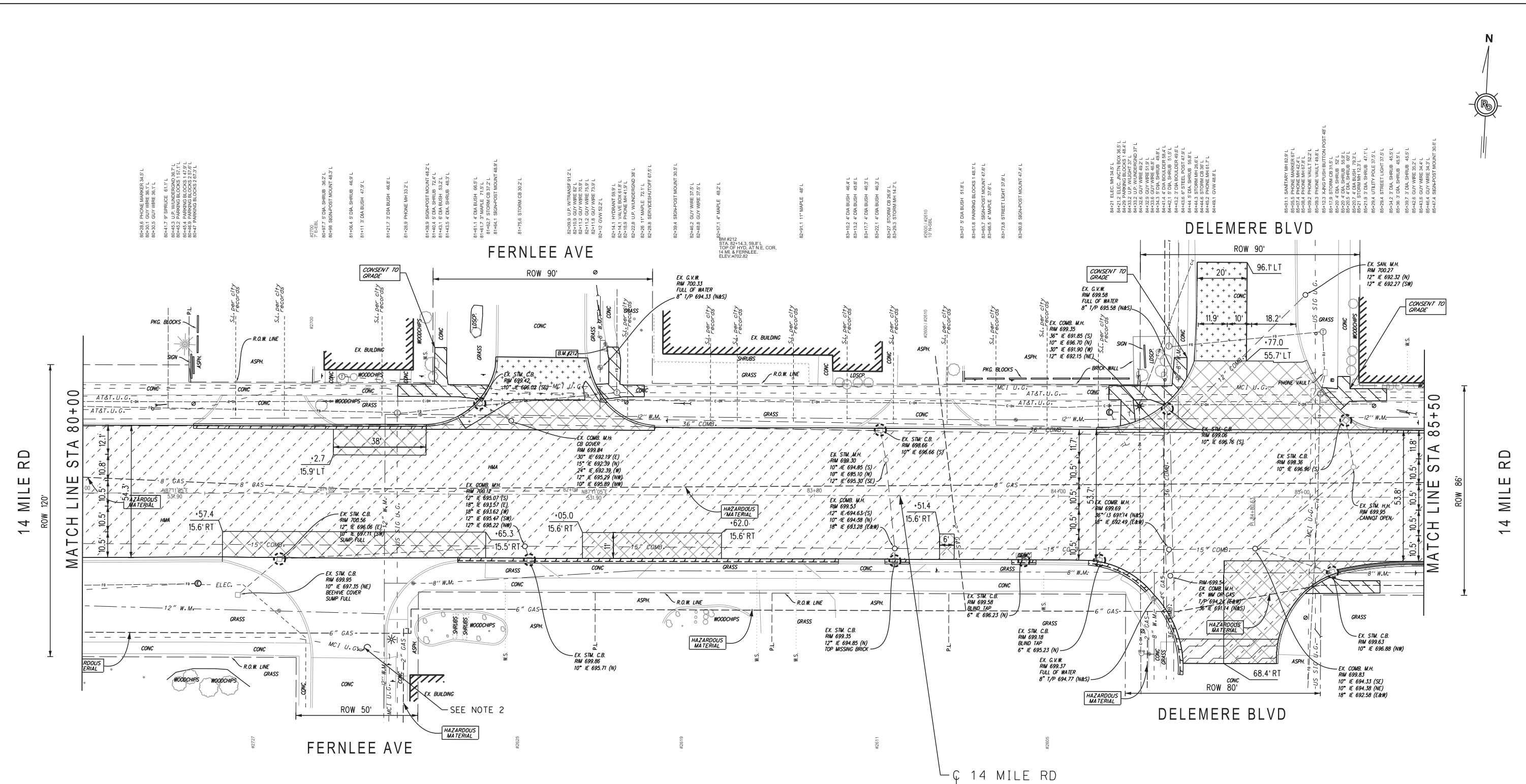
DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -



CS: 63000
JN: 132743

14 MILE ROAD
CONSTRUCTION PLAN
STA 74+50 TO STA 80+00

SHEET NUMBER	TOTAL SHEETS
39	131



LEGEND

COLD MILLING HMA SURFACE

COLD MILLING CONC PAVT

PAVEMENT REMOVAL

PAVEMENT REMOVAL, MODIFIED

HMA SURFACE, REM

EROSION CONTROL, SILK SACK, MODIFIED

CURB AND GUTTER, REM, MODIFIED

SIDEWALK, REM

PAVT FOR BUTT JOINTS, REM

PROJECT NAME:
CAP1909
14 MILE RD

Royal Oak

MDOT
Michigan Department of Transportation

Know What's Below, Call 811 MISS DIG
1-800-482-7171 OR 8-1-1

DRAWN - SMP
DESIGNED - SMP
CHECKED - SMP
DATE - 01/25/19

REVISED - 02/05/19
REVISED -
REVISED -
REVISED -

0 20 40

CS: 63000
JN: 132743

**14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 80+00 TO STA 85+50**

SHEET
NUMBER
40

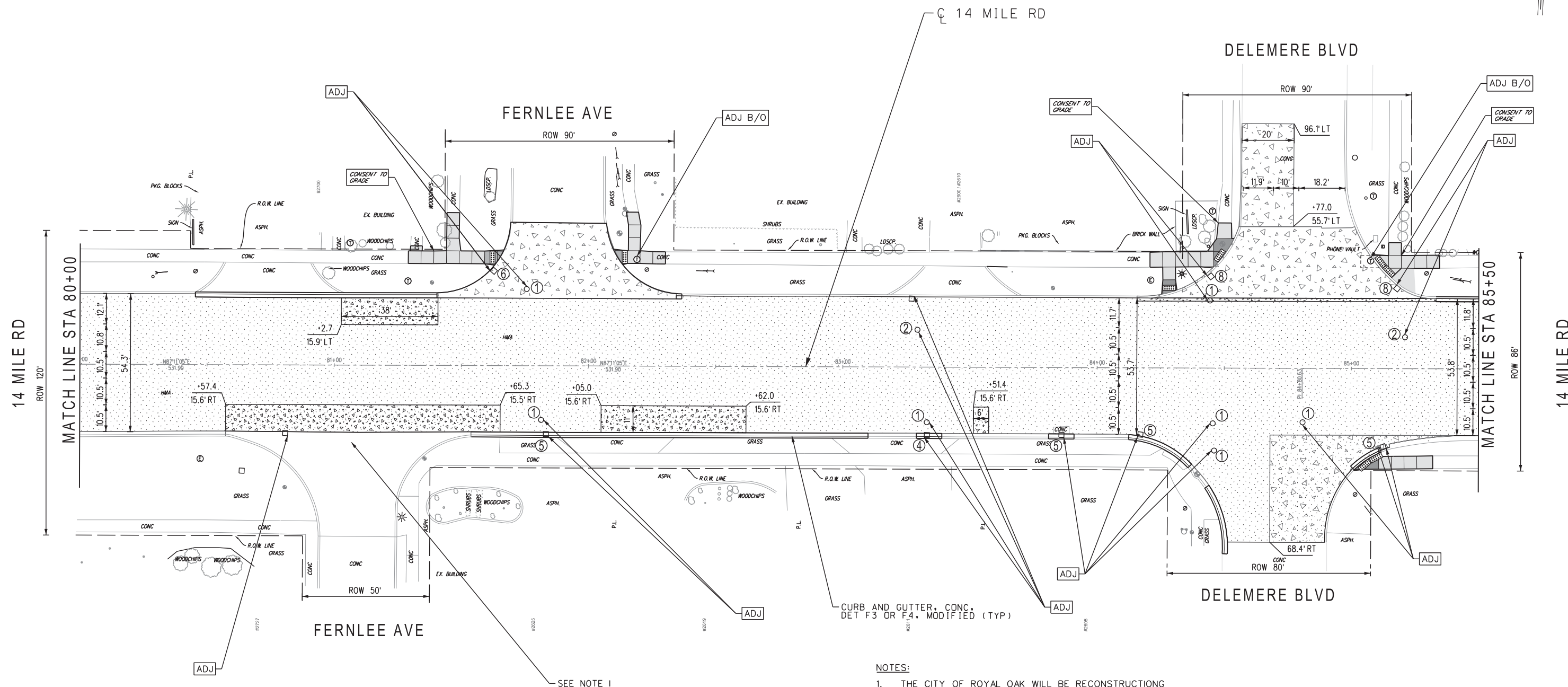
TOTAL
SHEETS
131

NOTES:

1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

2. THE CITY OF ROYAL OAK WILL BE RECONSTRUCTING FERNLEE ROAD DURING THE DURATION OF THE PROJECT.

THE CONTRACTOR SHALL COORDINATE WITH THE CONTRACTOR AND ENGINEER FOR THE FERNLEE WORK TO ENSURE WORK ZONES DO NOT CONFLICT WITH ONE ANOTHER.



NOTES:

1. THE CITY OF ROYAL OAK WILL BE RECONSTRUCTING FERNLEE ROAD DURING THE DURATION OF THE PROJECT.

THE CONTRACTOR SHALL COORDINATE WITH THE CONTRACTOR AND ENGINEER FOR THE FERNLEE WORK TO ENSURE WORK ZONES DO NOT CONFLICT WITH ONE ANOTHER.

LEGEND

	HMA RESURFACING		4" SIDEWALK
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED		6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED		8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

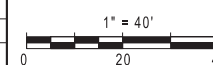
DRAINAGE STRUCTURE COVER LEGEND:

① EJIW SANITARY/COMBINED 1040 TYPE A	①B CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS	⑤ EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
② EJIW STORM 1040 TYPE C	②B	⑥ EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
③ EJIW GATE WELL 1040 TYPE A	③B	⑦ EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
④ EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT		⑧ EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT

PROJECT NAME:
CAP1909
14 MILE RD



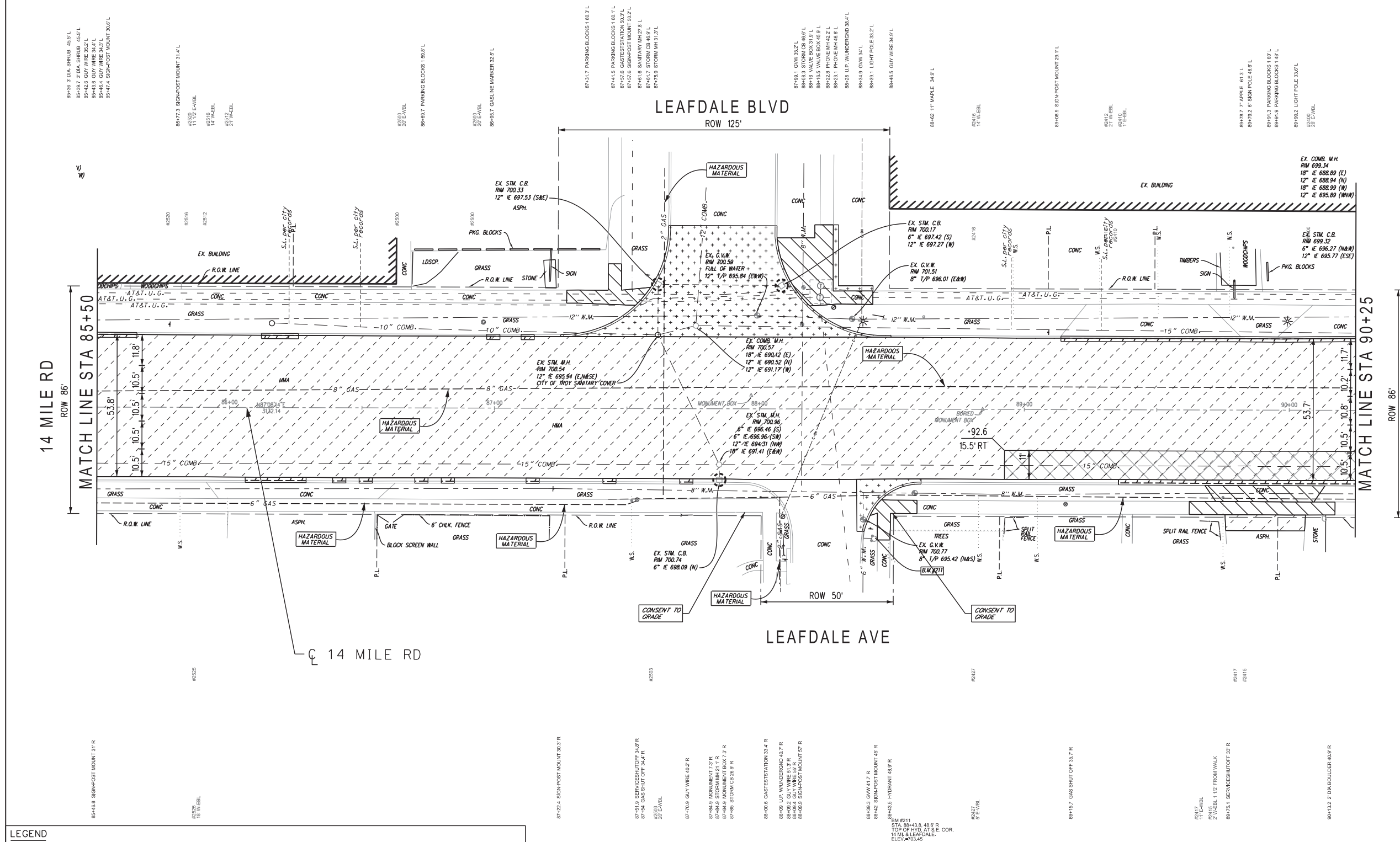
DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -



CS: 63000
JN: 132743

14 MILE ROAD
CONSTRUCTION PLAN
STA 80+00 TO STA 85+50

SHEET NUMBER	TOTAL SHEETS
41	131



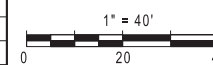
NOTES:

1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

PROJECT NAME:
CAP1909
14 MILE RD



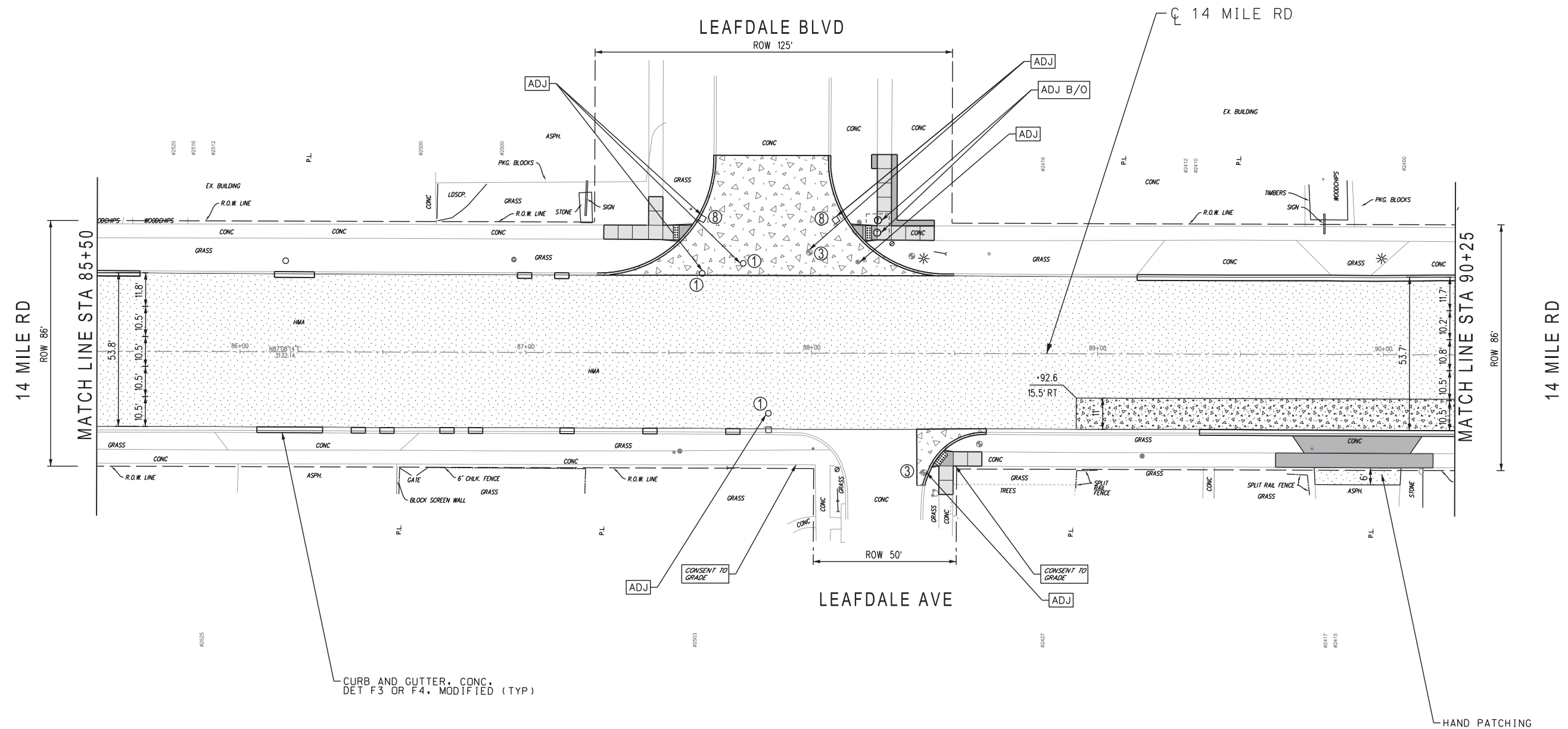
DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -



CS: 63000
JN: 132743

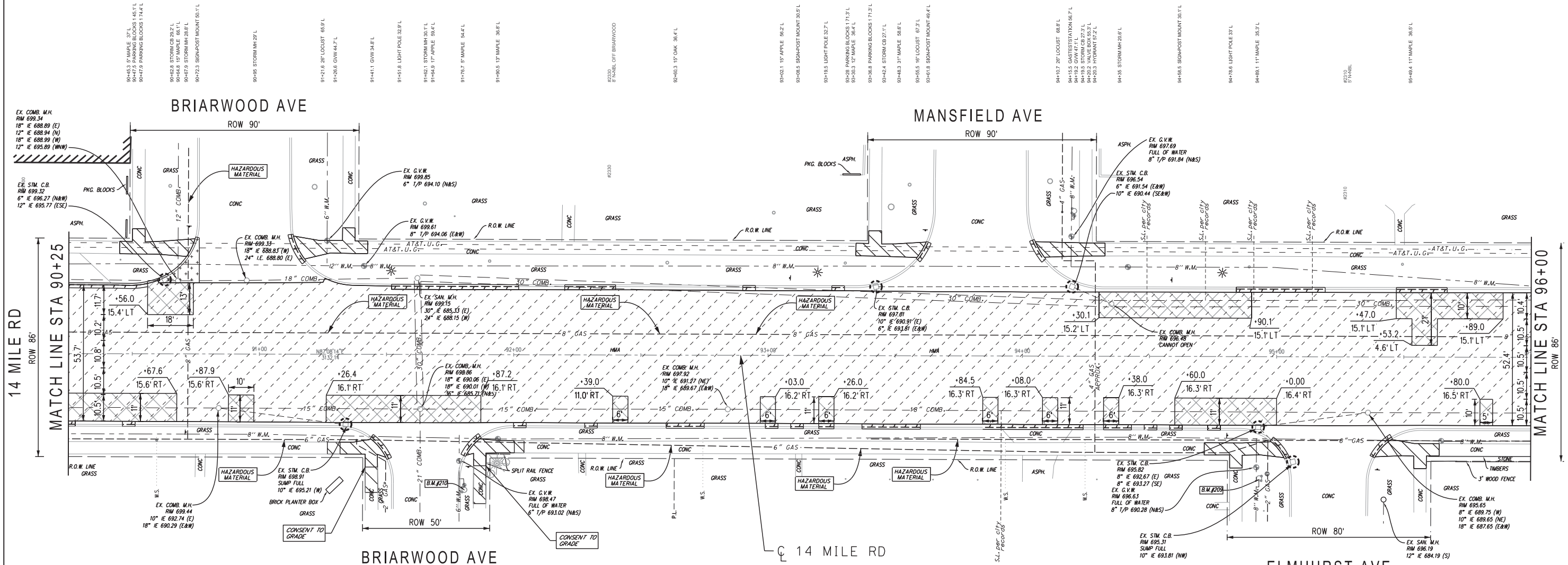
14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 85+50 TO STA 90+25

SHEET NUMBER	TOTAL SHEETS
42	131



LEGEND			
	HMA RESURFACING		4" SIDEWALK
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED		6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED		8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	1B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	2B	
③	EJIW GATE WELL 1040 TYPE A	3B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	5	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		6	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		7	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		8	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT



LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

NOTES:
1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

PROJECT NAME:
CAP1909
14 MILE RD

Royal Oak

MDOT
Michigan Department of Transportation

**Know What's Below, Call
MISS DIG**
1-800-482-7171 OR 8-1-1

DRAWN - SMP
DESIGNED - SMP
CHECKED - SMP
DATE - 01/25/19

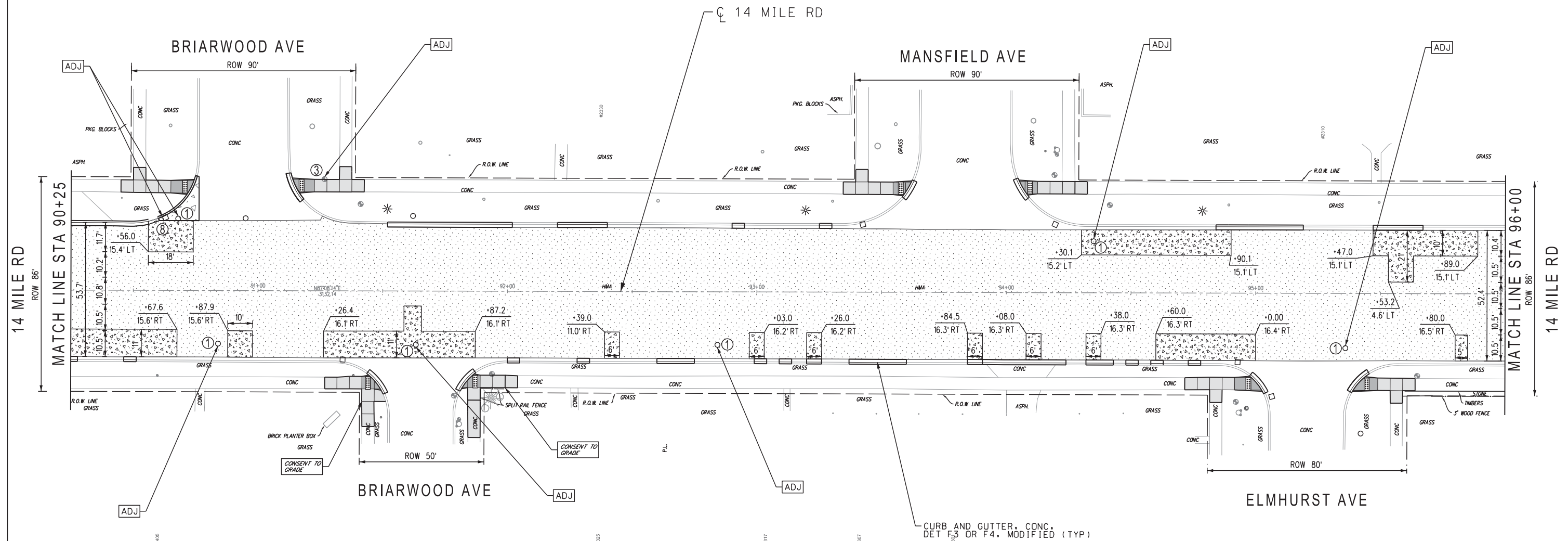
REVISED - 02/05/19
REVISED -
REVISED -
REVISED -

CS: 63000
JN: 132743

14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 90+25 TO STA 96+00

SHEET
NUMBER
44

TOTAL
SHEETS
131



LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B	
③	EJIW GATE WELL 1040 TYPE A	③B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT



14 MILE RD

14 MILE RD

MATCH LINE STA 96+00

MATCH LINE STA 101+50

ELMHURST AVE

THORNCROFT AVE

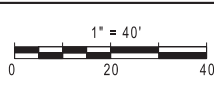
14 MILE RD

LEGEND			
	COLD MILLING HMA SURFACE		EROSION CONTROL, SILK SACK, MODIFIED
	COLD MILLING CONC PAVT		CURB AND GUTTER, REM, MODIFIED
	PAVEMENT REMOVAL		SIDEWALK, REM
	PAVEMENT REMOVAL, MODIFIED		PAVT FOR BUTT JOINTS, REM
	HMA SURFACE, REM		

PROJECT NAME:
CAP1909
14 MILE RD



DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -

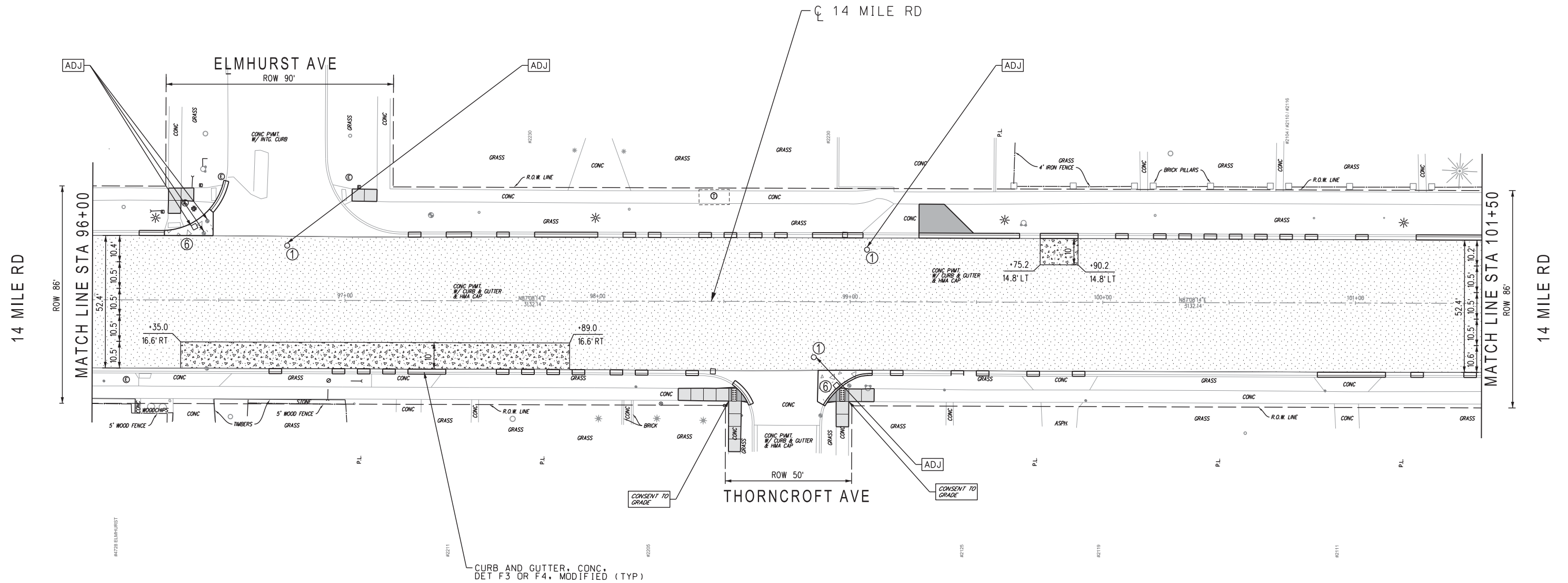


CS: 63000
JN: 132743

NOTES:
1. THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 96+00 TO STA 101+50

SHEET NUMBER	TOTAL SHEETS
46	131



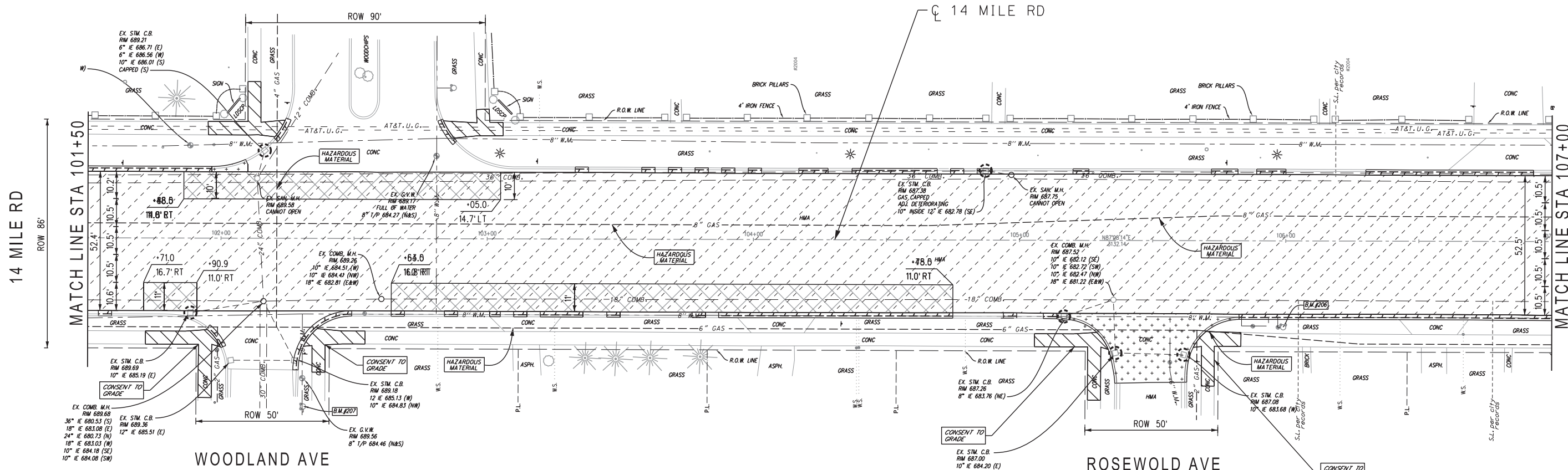
LEGEND			
	HMA RESURFACING		4" SIDEWALK
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED		6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED		8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B	
③	EJIW GATE WELL 1040 TYPE A	③B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT



101+41.1 14" SPRUCE 52.3' L
101+62.9 SIGN-POST MOUNT 28.3' L
101+63.9 17" MAPLE 50.7' L
101+78.1 9" MOUNTAIN ASH 34.1' L
101+83.2 14" SPRUCE 52.9' L
101+88.4 G.W. 34.9' L
101+97.3 11" MAPLE 35.1' L
102+02.3 3" DIA BUSH 52.7' L
102+08.1 3" DIA BUSH 52.7' L
102+13.8 STORM MH 22.5' L
102+16.3 STORM CB 33' L
102+24.6 SIGN-POST MOUNT 50.9' L
102+52 4" DIA SHRUB 52.7' L
102+54.1 8" APPLE 60.9' L
102+55 4" DIA SHRUB 51.1' L
102+60.9 G.W. 34.1' L
102+62.3 3" DIA BUSH 52.7' L
102+67.3 HYDRANT 55.7' L
103+02.2 3" DIA BUSH 52.4' L
103+03.8 SERVICE SHUT-OFF 40.7' R
103+04.5 LIGHT POLE 52.2' L
103+10.4 3" DIA BUSH 44.8' L
103+18.6 SIGN-POST MOUNT 29.2' L
103+63.5 8" CHERRY 33.1' L
103+65.3 1" FROM WALK
104+23.7 3" CHERRY 32.6' L
104+36.3 LIGHT POLE 32.2' L
104+65.8 5" CHERRY 34.1' L
104+67.2 ROAD CB 28.1' L
104+68.9 SANITARY MH 24.5' L
105+06.8 3" CHERRY 31.9' L
105+46.8 5" CHERRY 34' L
105+70.2 16" MAPLE 34.3' L
105+77.6 SIGN-POST MOUNT 29.3' L
105+90.4 3" CHERRY 31.3' L
105+96.6 LIGHT POLE 52.4' L
106+03.2 5" HICKORY 31.5' L
106+70.3 SIGN-POST MOUNT 50.7' L
107+00.1 SPRINKLER BOX 60.3' L

WOODLAND AVE



WOODLAND AVE

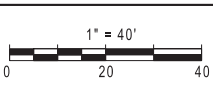
ROSEWOLD AVE

LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

PROJECT NAME:
CAP1909
14 MILE RD



DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -

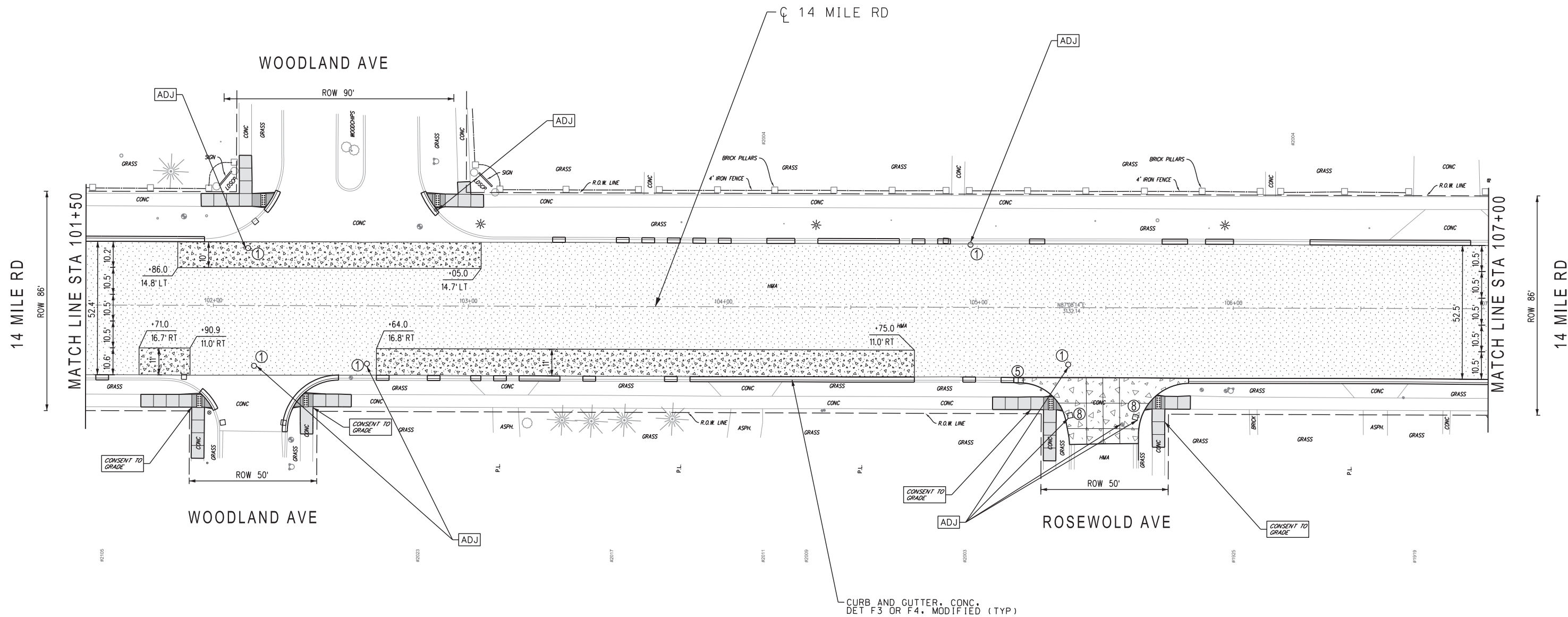


CS: 63000
JN: 132743

- NOTES:
- THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 101+50 TO STA 107+00

SHEET NUMBER	TOTAL SHEETS
48	131



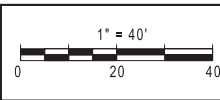
LEGEND	
	HMA RESURFACING
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED
	4" SIDEWALK
	6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:			
①	EJW SANITARY/COMBINED 1040 TYPE A	1B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJW STORM 1040 TYPE C	2B	
③	EJW GATE WELL 1040 TYPE A	3B	
④	EJW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	5	EJW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		6	EJW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		7	EJW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		8	EJW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT

PROJECT NAME:
CAP1909
14 MILE RD



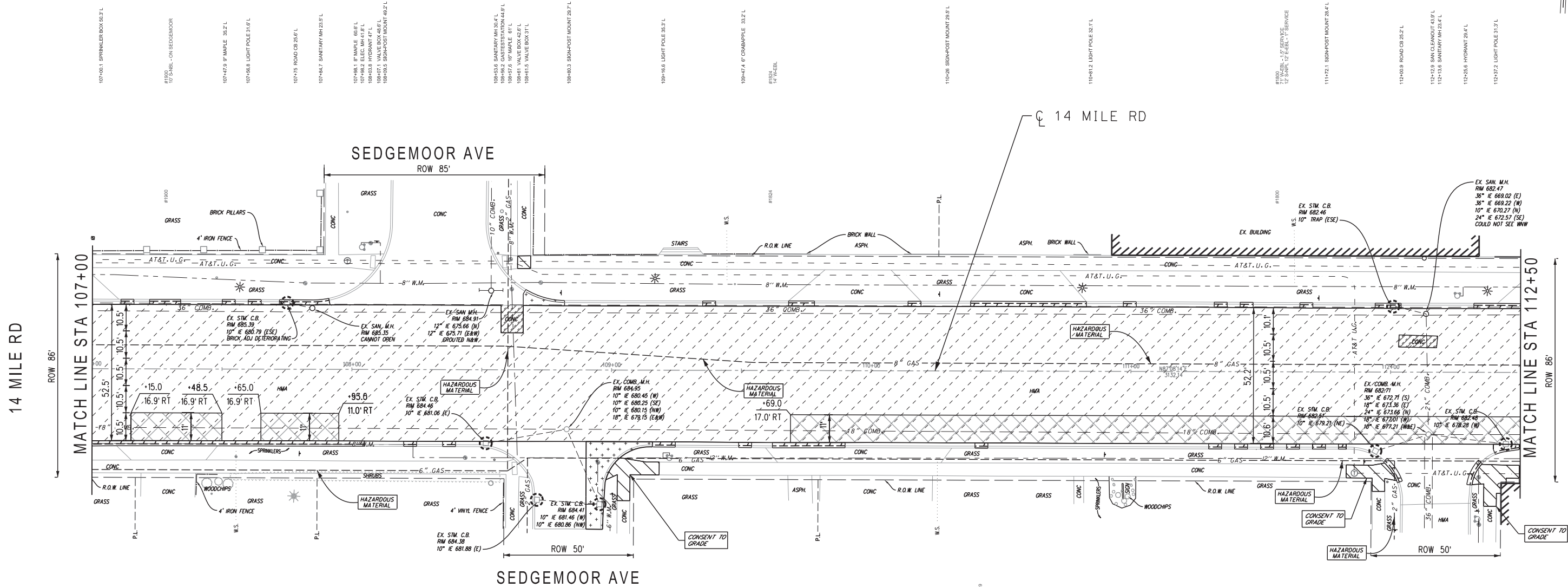
DRAWN	- SMP	REVISED	- 02/05/19
DESIGNED	- SMP	REVISED	-
CHECKED	- SMP	REVISED	-
DATE	- 01/25/19	REVISED	-



CS: 63000
JN: 132743

14 MILE ROAD
CONSTRUCTION PLAN
STA 101+50 TO STA 107+00

SHEET NUMBER	TOTAL SHEETS
49	131



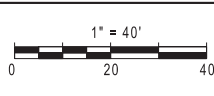
LEGEND	
	COLD MILLING HMA SURFACE
	COLD MILLING CONC PAVT
	PAVEMENT REMOVAL
	PAVEMENT REMOVAL, MODIFIED
	HMA SURFACE, REM
	EROSION CONTROL, SILK SACK, MODIFIED
	CURB AND GUTTER, REM, MODIFIED
	SIDEWALK, REM
	PAVT FOR BUTT JOINTS, REM

- NOTES:
- THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

PROJECT NAME:
CAP1909
14 MILE RD



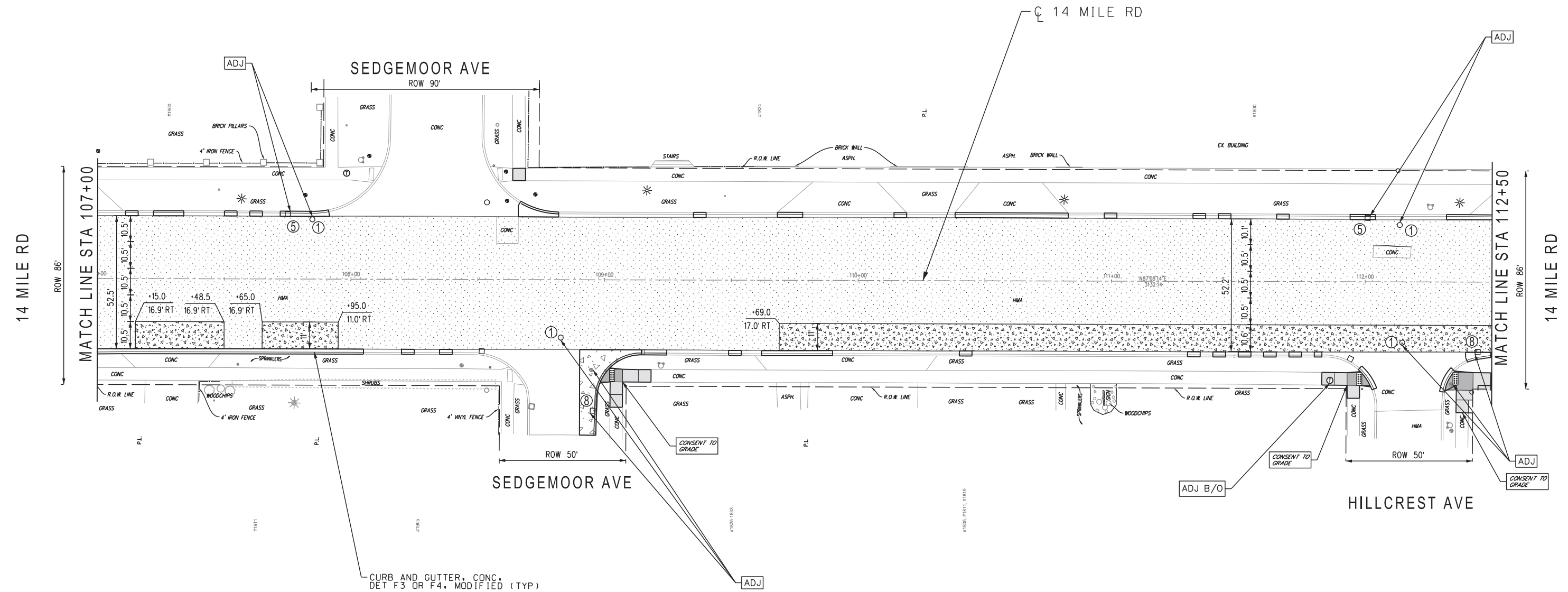
DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -



CS: 63000
JN: 132743

14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 107+00 TO STA 112+50

SHEET NUMBER	TOTAL SHEETS
50	131



DRAINAGE STRUCTURE COVER LEGEND:		
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B
③	EJIW GATE WELL 1040 TYPE A	③B
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤ EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥ EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦ EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧ EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT

14 MILE RD

LEGEND

COLD MILLING HMA SURFACE

COLD MILLING CONC PAVT

PAVEMENT REMOVAL

PAVEMENT REMOVAL, MODIFIED

HMA SURFACE, REM

EROSION CONTROL, SILK SACK, MODIFIED

CURB AND GUTTER, REM, MODIFIED

SIDEWALK, REM

PAVT FOR BUTT JOINTS, REM

PROJECT NAME:
CAP1909
14 MILE RD

DRAWN	- SMP	REVISED	- 02/05/19
DESIGNED	- SMP	REVISED	-
CHECKED	- SMP	REVISED	-
DATE	- 01/25/19	REVISED	-

CS: 63000
JN: 132743

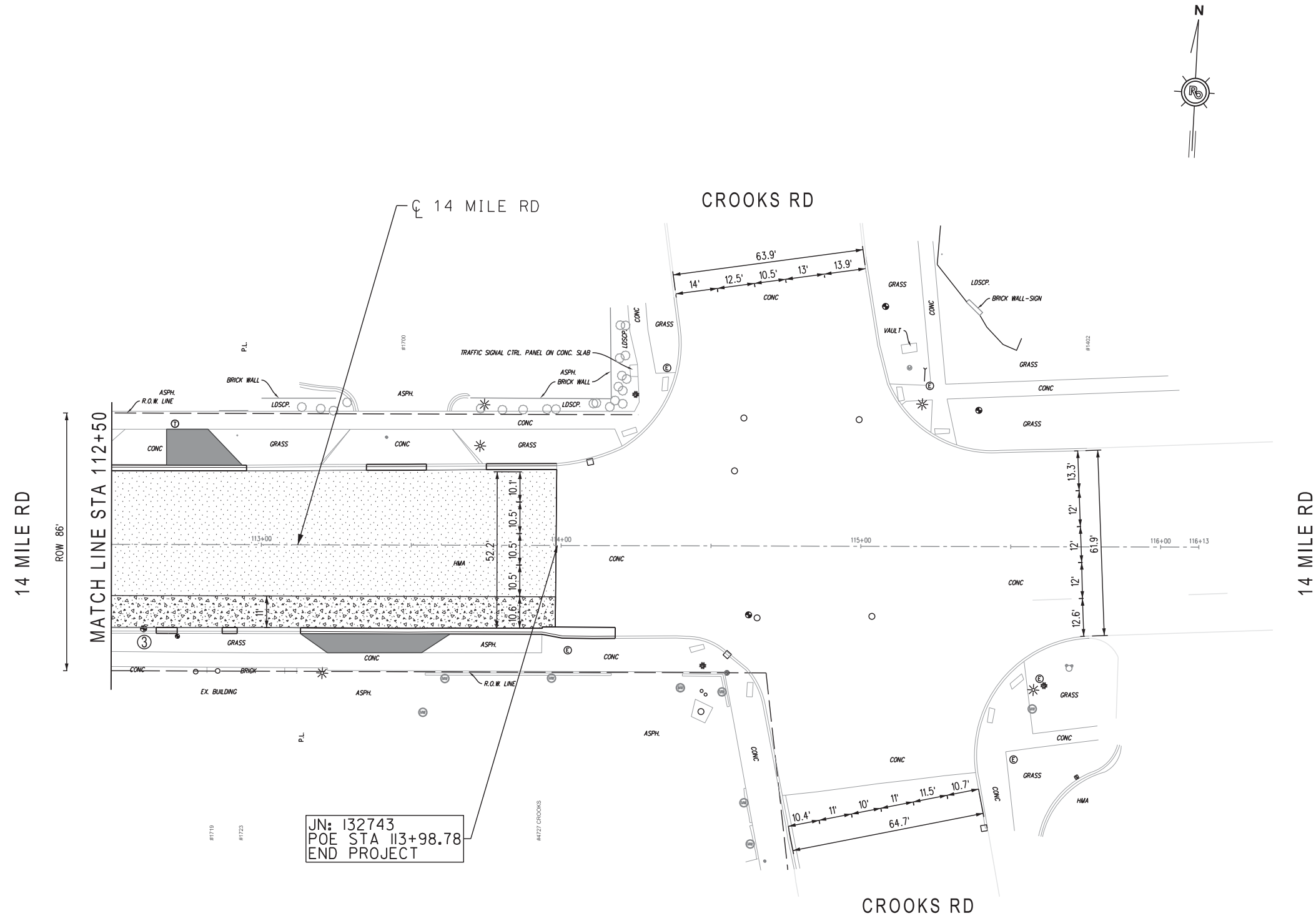
NOTES:







- THE ENGINEER IN THE FIELD SHALL DETERMINE THE FINAL LOCATIONS OF PAVEMENT AND CURB AND GUTTER REMOVALS.

14 MILE ROAD
REMOVAL AND UTILITY PLAN
STA 112+50 TO POE STA 113+98.78

SHEET NUMBER	TOTAL SHEETS
52	131

14 MILE RD



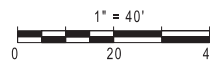
LEGEND			
	HMA RESURFACING		4" SIDEWALK
	CONC BASE CSE, NONREINF, 9 INCH, MODIFIED		6" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY
	CONC PAVT WITH INTEGRAL CURB, NONREINF, 7 INCH, MODIFIED		8" SIDEWALK OR SIDEWALK RAMP OR DRIVEWAY

DRAINAGE STRUCTURE COVER LEGEND:			
①	EJIW SANITARY/COMBINED 1040 TYPE A	①B	CITY OF BIRMINGHAM DRAINAGE STRUCTURE COVERS
②	EJIW STORM 1040 TYPE C	②B	
③	EJIW GATE WELL 1040 TYPE A	③B	
④	EJIW CATCH BASIN GRATE 1040 TYPE M1 - DROPPED CURB HEIGHT	⑤	EJIW CATCH BASIN GRATE 1040 TYPE M1 - FULL CURB HEIGHT
		⑥	EJIW CATCH BASIN GRATE 1040 TYPE M1 - RADIAL FLAT
		⑦	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 2-SLOT
		⑧	EJIW RESTRICTED CATCH BASIN 1040 TYPE C - 4-SLOT

PROJECT NAME:
CAP1909
14 MILE RD



DRAWN - SMP	REVISED - 02/05/19
DESIGNED - SMP	REVISED -
CHECKED - SMP	REVISED -
DATE - 01/25/19	REVISED -



CS: 63000
JN: 132743

14 MILE ROAD
CONSTRUCTION PLAN
STA 112+50 TO POE STA 113+98.78

SHEET NUMBER	TOTAL SHEETS
53	131

Tabulation of Bids

Report v1

Call Number: 003 Contract ID: 63000-132743-2 Project(s): 1900734, 1900735, 1900736

Letting Date: October 04, 2019 Region(s): Oakland TSC Counties: Oakland County

Contract Time: 10/15/20 COMPLETION DATE

Contract Description: 1.94 mi of hot mix asphalt cold milling and resurfacing, concrete curb and gutter, sidewalk, sidewalk ramps, drainage, sewer and pavement markings on West 14 Mile Road from Greenfield Road to Crooks Road in the cities of Royal Oak and Birmingham, Oakland County. This is a Local Agency project. ** 3414 Cb **In addition to the above minimum prequalification requirement for prime contractors this project includes a subclassification of Ea. 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	\$3,414,080.60	85.16%	100.00%
1	00891 - Florence Cement Company	\$4,009,236.00	100.00%	117.43%
2	08208 - Pro-Line Asphalt Paving Corp.	\$4,138,376.53	103.22%	121.21%
3	05184 - Cadillac Asphalt, L.L.C.	\$4,146,875.91	103.43%	121.46%
4	00588 - Ajax Paving Industries, Inc.	\$4,183,219.52	104.34%	122.53%

Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0010 1500001	(1)	310,400.00000	310,400.00	310,400.00000	310,400.00	310,400.00000	310,400.00
Mobilization, Max \$310,400.00	LSUM						
0020 2030010	3.000	400.00000	1,200.00	150.00000	450.00	1,500.00000	4,500.00
Dr Structure, Abandon	Ea						
0030 2030011	3.000	400.00000	1,200.00	150.00000	450.00	1,300.00000	3,900.00
Dr Structure, Rem	Ea						
0040 2040050	1,157.000	9.00000	10,413.00	25.00000	28,925.00	25.00000	28,925.00
Pavt, Rem	Syd						
0050 2040055	1,922.000	9.00000	17,298.00	12.00000	23,064.00	20.00000	38,440.00
Sidewalk, Rem	Syd						
0060 2047001	6,755.000	9.00000	60,795.00	18.00000	121,590.00	19.00000	128,345.00
_ Curb and Gutter, Rem, Modified	Ft						
0070 2047011	3,138.000	12.50000	39,225.00	26.00000	81,588.00	29.00000	91,002.00
_ Pavt, Rem, Modified	Syd						

Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0080	2047050	2.000	6,000.00000	12,000.00	725.00000	1,450.00	725.00000	1,450.00
_ Impact Attenuator, Removal and Disposal		Ea						
0090	2050016	835.000	13.00000	10,855.00	25.00000	20,875.00	25.00000	20,875.00
Excavation, Earth		Cyd						
0100	2050040	220.000	25.00000	5,500.00	35.00000	7,700.00	40.00000	8,800.00
Subgrade Undercutting, Type I		Cyd						
0110	2087050	92.000	100.00000	9,200.00	100.00000	9,200.00	100.00000	9,200.00
_ Erosion Control, Silt Sack, Modified		Ea						
0120	3027011	2,518.000	8.00000	20,144.00	11.00000	27,698.00	11.50000	28,957.00
_ Aggregate Base, 4 Inch, Modified		Syd						
0130	3027011	6,951.000	12.50000	86,887.50	13.00000	90,363.00	12.00000	83,412.00
_ Aggregate Base, 6 Inch, Modified		Syd						
0140	3067031	180.000	30.00000	5,400.00	1.00000	180.00	42.94000	7,729.20
_ Aggregate Surface, Temp		Ton						

Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0150 4027001	24.000	100.00000	2,400.00	200.00000	4,800.00	200.00000	4,800.00
_ Sewer, 8 to 12 inch Catch Basin Lead, Tr Det B	Ft						
0160 4030005	128.000	550.00000	70,400.00	575.00000	73,600.00	575.00000	73,600.00
Dr Structure Cover, Adj, Case 1	Ea						
0170 4030006	3.000	350.00000	1,050.00	800.00000	2,400.00	650.00000	1,950.00
Dr Structure Cover, Adj, Case 2	Ea						
0180 4030280	15.000	200.00000	3,000.00	300.00000	4,500.00	300.00000	4,500.00
Dr Structure, Adj, Add Depth	Ft						
0190 4030290	121.000	125.00000	15,125.00	125.00000	15,125.00	125.00000	15,125.00
Dr Structure, Cleaning	Ea						
0200 4030308	2.000	200.00000	400.00	400.00000	800.00	1,000.00000	2,000.00
Dr Structure, Tap, 8 inch	Ea						
0210 4030390	88.000	400.00000	35,200.00	500.00000	44,000.00	500.00000	44,000.00
Dr Structure, Temp Lowering	Ea						

Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0220	4037050	135.000	550.00000	74,250.00	500.00000	67,500.00	500.00000	67,500.00
_ Dr Structure Cover, Modified		Ea						
0230	5010001	(1)	20,000.00000	20,000.00	1,500.00000	1,500.00	10,000.00000	10,000.00
Pavt, Cleaning		LSUM						
0240	5010002	60,706.000	3.25000	197,294.50	3.35000	203,365.10	3.30000	200,329.80
Cold Milling HMA Surface		Syd						
0250	5010005	1,750.000	5.00000	8,750.00	14.00000	24,500.00	22.00000	38,500.00
HMA Surface, Rem		Syd						
0260	5010008	535.000	6.00000	3,210.00	7.70000	4,119.50	20.00000	10,700.00
Pavt for Butt Joints, Rem		Syd						
0270	5010009	299.000	3.00000	897.00	3.00000	897.00	5.00000	1,495.00
Edge Trimming		Ft						
0280	5010015	1,875.000	5.00000	9,375.00	0.50000	937.50	5.00000	9,375.00
Joint and Crack, Cleanout		Ft						

Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0290 5010020	1,675.000	9.50000	15,912.50	7.85000	13,148.75	9.00000	15,075.00
Pavt Joint and Crack Repr, Det 7	Ft						
0300 5010021	2,125.000	14.50000	30,812.50	8.50000	18,062.50	1.00000	2,125.00
Pavt Joint and Crack Repr, Det 8	Ft						
0310 5010025	173.000	200.00000	34,600.00	115.00000	19,895.00	125.00000	21,625.00
Hand Patching	Ton						
0320 5010052	8,899.000	74.00000	658,526.00	103.00000	916,597.00	90.00000	800,910.00
HMA, 4E10	Ton						
0330 5010058	5,338.000	82.00000	437,716.00	114.00000	608,532.00	100.00000	533,800.00
HMA, 5E10	Ton						
0340 5017031	103.000	250.00000	25,750.00	233.00000	23,999.00	182.00000	18,746.00
_ HMA for Patching, Temp	Ton						
0350 6027011	4,047.000	57.00000	230,679.00	62.00000	250,914.00	59.03000	238,894.41
_ Conc Base Cse, Nonreinf, 9 inch, Modified	Syd						

Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0360 6027011	1,437.000 _ Conc Pavt with Integral Curb, Nonreinf, 7 inch, Modified Syd	60.00000	86,220.00	60.00000	86,220.00	53.44000	76,793.28
0370 6030014	1,396.000 Cold Milling Conc Pavt Syd	6.50000	9,074.00	7.13000	9,953.48	10.00000	13,960.00
0380 6030030	1,970.000 Lane Tie, Epoxy Anchored Ea	5.00000	9,850.00	12.00000	23,640.00	8.14000	16,035.80
0390 8010005	408.000 Driveway, Nonreinf Conc, 6 inch Syd	41.50000	16,932.00	45.00000	18,360.00	47.84000	19,518.72
0400 8010007	110.000 Driveway, Nonreinf Conc, 8 inch Syd	48.00000	5,280.00	50.00000	5,500.00	55.98000	6,157.80
0410 8027001	252.000 _ Curb and Gutter, Conc, Det B3, Modified Ft	20.00000	5,040.00	35.00000	8,820.00	35.62000	8,976.24
0420 8027001	7,182.000 _ Curb and Gutter, Conc, Det F3 or F4, Modified Ft	20.00000	143,640.00	23.00000	165,186.00	34.61000	248,569.02

Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0430 8030030	463.000 Curb Ramp Opening, Conc Ft	20.00000	9,260.00	19.00000	8,797.00	34.61000	16,024.43
0440 8030100	2.000 Steps, Conc Cyd	2,500.00000	5,000.00	400.00000	800.00	2,493.71000	4,987.42
0450 8037001	366.000 _ Detectable Warning Surface, Modified Ft	35.00000	12,810.00	40.00000	14,640.00	40.71000	14,899.86
0460 8037010	2,114.000 _ Sidewalk Ramp, Conc, 6 inch, Modified Sft	6.00000	12,684.00	6.00000	12,684.00	7.12000	15,051.68
0470 8037010	1,539.000 _ Sidewalk Ramp, Conc, 8 inch, Modified Sft	7.00000	10,773.00	7.00000	10,773.00	8.14000	12,527.46
0480 8037010	9,635.000 _ Sidewalk, Conc, 4 inch, Modified Sft	4.00000	38,540.00	4.75000	45,766.25	4.48000	43,164.80
0490 8037010	686.000 _ Sidewalk, Conc, 6 inch, Modified Sft	5.00000	3,430.00	6.00000	4,116.00	5.60000	3,841.60

Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0500	8037010	611.000	6.00000	3,666.00	7.00000	4,277.00	6.62000	4,044.82
_ Sidewalk, Conc, 8 inch, Modified		Sft						
0510	8077050	2.000	17,500.00000	35,000.00	15,250.00000	30,500.00	15,250.00000	30,500.00
_ Impact Attenuator, TL-2, Furn and Install, Type 3		Ea						
0520	8100340	2.000	75.00000	150.00	125.00000	250.00	125.00000	250.00
Post Hole Through Conc for Steel Post		Ea						
0530	8100371	28.000	10.00000	280.00	16.00000	448.00	16.00000	448.00
Post, Steel, 3 lb		Ft						
0540	8100404	4.000	25.00000	100.00	18.25000	73.00	18.25000	73.00
Sign, Type IIIA		Sft						
0550	8100405	10.000	25.00000	250.00	18.25000	182.50	18.25000	182.50
Sign, Type IIIB		Sft						
0560	8110063	20.000	175.00000	3,500.00	165.00000	3,300.00	165.00000	3,300.00
Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym		Ea						

Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0570 8110068	27.000	175.00000	4,725.00	165.00000	4,455.00	165.00000	4,455.00
Pavt Mrkg, Ovly Cold Plastic, Only	Ea						
0580 8110071	3.000	175.00000	525.00	165.00000	495.00	165.00000	495.00
Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	Ea						
0590 8110078	4.000	175.00000	700.00	155.00000	620.00	155.00000	620.00
Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	Ea						
0600 8110091	7,644.000	0.75000	5,733.00	0.65000	4,968.60	0.65000	4,968.60
Pavt Mrkg, Polyurea, 4 inch, White	Ft						
0610 8110092	24,938.000	0.75000	18,703.50	0.65000	16,209.70	0.65000	16,209.70
Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft						
0620 8110093	292.000	2.00000	584.00	2.95000	861.40	3.00000	876.00
Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft						
0630 8110108	133.000	5.00000	665.00	5.95000	791.35	6.00000	798.00
Pavt Mrkg, Polyurea, 12 inch Cross Hatching, White	Ft						

Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0640 8110109	1,073.000 Ft	5.00000	5,365.00	5.95000	6,384.35	6.00000	6,438.00
Pavt Mrkg, Polyurea, 12 inch Cross Hatching, Yellow							
0650 8110114	731.000 Ft	8.50000	6,213.50	12.50000	9,137.50	12.50000	9,137.50
Pavt Mrkg, Polyurea, 24 inch, Stop Bar							
0660 8110343	2,035.000 Sft	3.00000	6,105.00	2.95000	6,003.25	3.00000	6,105.00
Rem Spec Mrkg							
0670 8117001	1,420.000 Ft	8.50000	12,070.00	12.50000	17,750.00	12.50000	17,750.00
_ Pavt Mrkg, Polyurea, 24 inch, Crosswalk							
0680 8120012	115.000 Ea	70.00000	8,050.00	185.00000	21,275.00	185.00000	21,275.00
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn							
0690 8120013	115.000 Ea	0.10000	11.50	0.01000	1.15	0.01000	1.15
Barricade, Type III, High Intensity, Double Sided, Lighted, Oper							

Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0700	8120026	40.000	200.00000	8,000.00	200.00000	8,000.00	200.00000	8,000.00
Pedestrian Type II Barricade, Temp		Ea						
0710	8120030	40.000	18.00000	720.00	25.00000	1,000.00	25.00000	1,000.00
Channelizing Device, 42 inch, Furn		Ea						
0720	8120031	40.000	0.10000	4.00	0.01000	0.40	0.01000	0.40
Channelizing Device, 42 inch, Oper		Ea						
0730	8120130	5.000	500.00000	2,500.00	800.00000	4,000.00	800.00000	4,000.00
Lighted Arrow, Type B, Furn		Ea						
0740	8120131	5.000	0.10000	0.50	0.01000	0.05	1.00000	5.00
Lighted Arrow, Type B, Oper		Ea						
0750	8120170	(1)	90,000.00000	90,000.00	6,450.28000	6,450.28	60,000.00000	60,000.00
Minor Traf Devices		LSUM						
0760	8120200	1,830.000	2.00000	3,660.00	1.85000	3,385.50	1.85000	3,385.50
Pavt Mrkg Cover, Type R, Black		Ft						

Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0770	8120210	22,189.000	0.60000	13,313.40	0.55000	12,203.95	0.55000	12,203.95
Pavt Mrkg, Longit, 6 inch or Less Width, Rem								
0780	8120211	349.000	0.70000	244.30	0.65000	226.85	0.65000	226.85
Pavt Mrkg, Longit, Greater than 6 inch Width, Rem								
0790	8120235	8,568.000	0.40000	3,427.20	0.55000	4,712.40	0.55000	4,712.40
Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 inch, White, Temp								
0800	8120236	53,440.000	0.40000	21,376.00	0.55000	29,392.00	0.55000	29,392.00
Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 inch, Yellow, Temp								
0810	8120245	1,310.000	1.50000	1,965.00	1.50000	1,965.00	1.50000	1,965.00
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp								
0820	8120246	3,434.000	1.50000	5,151.00	1.50000	5,151.00	1.50000	5,151.00
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp								

Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0830 8120250	1,001.000	24.00000	24,024.00	28.00000	28,028.00	28.00000	28,028.00
Plastic Drum, High Intensity, Furn Ea							
0840 8120251	1,001.000	0.10000	100.10	0.01000	10.01	0.01000	10.01
Plastic Drum, High Intensity, Oper Ea							
0850 8120265	438.000	12.50000	5,475.00	6.00000	2,628.00	6.00000	2,628.00
Pavt Mrkg, Wet Reflective, Type R, Tape, 24 inch, Stop Bar Ft							
0860 8120330	7.000	2,800.00000	19,600.00	6,000.00000	42,000.00	6,000.00000	42,000.00
Sign, Portable, Changeable Message, Furn Ea							
0870 8120331	7.000	150.00000	1,050.00	1.00000	7.00	1.00000	7.00
Sign, Portable, Changeable Message, Oper Ea							
0880 8120350	1,680.000	4.00000	6,720.00	5.75000	9,660.00	5.75000	9,660.00
Sign, Type B, Temp, Prismatic, Furn Sft							
0890 8120351	1,680.000	0.10000	168.00	0.01000	16.80	0.01000	16.80
Sign, Type B, Temp, Prismatic, Oper Sft							

Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0900	8120352	474.000	10.00000	4,740.00	8.00000	3,792.00	8.00000	3,792.00
Sign, Type B, Temp, Prismatic, Spec, Furn		Sft						
0910	8120353	474.000	0.10000	47.40	0.01000	4.74	0.01000	4.74
Sign, Type B, Temp, Prismatic, Spec, Oper		Sft						
0920	8120370	(1)	25,000.00000	25,000.00	7,000.00000	7,000.00	150,000.00000	150,000.00
Traf Regulator Control		LSUM						
0930	8127060	50,000.000	1.00000	50,000.00	1.00000	50,000.00	1.00000	50,000.00
_ Railroad Inspection and Flagging		Dlr						
0940	8127060	1.000	50,000.00000	50,000.00	50,000.00000	50,000.00	50,000.00000	50,000.00
_ Railroad Protection		Dlr						
0950	8160020	21.000	2.50000	52.50	5.00000	105.00	5.00000	105.00
Fertilizer, Chemical Nutrient, CI A		Lb						
0960	8160027	1,939.000	1.30000	2,520.70	1.00000	1,939.00	1.50000	2,908.50
Mulch Blanket		Syd						

Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0970 8160042	90.000	4.50000	405.00	5.00000	450.00	4.50000	405.00
Seeding, Mixture TUF	Lb						
0980 8160055	120.000	9.00000	1,080.00	15.00000	1,800.00	6.00000	720.00
Sodding	Syd						
0990 8160061	1,939.000	3.00000	5,817.00	6.00000	11,634.00	8.00000	15,512.00
Topsoil Surface, Furn, 3 inch	Syd						
1000 8160090	645.000	35.00000	22,575.00	20.00000	12,900.00	0.01000	6.45
Water, Sodding/Seeding	Unit						
1010 8200170	2.000	1,500.00000	3,000.00	1,900.00000	3,800.00	2,000.00000	4,000.00
Traf Loop	Ea						
1020 8200173	2.000	85.00000	170.00	130.00000	260.00	130.00000	260.00
Loop Detector, Rem	Ea						
1030 8200182	4.000	100.00000	400.00	100.00000	400.00	100.00000	400.00
TS, Span Wire Mtd, Rem	Ea						

Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
1040	8200191	4.000	550.00000	2,200.00	600.00000	2,400.00	600.00000	2,400.00
TS, One Way Span Wire Mtd, Salv		Ea						
1050	8200452	11.000	200.00000	2,200.00	100.00000	1,100.00	100.00000	1,100.00
TS Head, Adj		Ea						
1060	8200453	9.000	1,500.00000	13,500.00	1,200.00000	10,800.00	1,200.00000	10,800.00
TS Head, Temp		Ea						
1070	8200458	26.000	200.00000	5,200.00	225.00000	5,850.00	225.00000	5,850.00
TS Face, Bag		Ea						
1080	8200459	28.000	200.00000	5,600.00	110.00000	3,080.00	110.00000	3,080.00
TS Face, Bag, Rem		Ea						
1090	8210005	8.000	500.00000	4,000.00	500.00000	4,000.00	500.00000	4,000.00
Monument Box Adjust		Ea						
1100	8210010	8.000	500.00000	4,000.00	0.01000	0.08	0.01000	0.08
Monument Preservation		Ea						

Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
1110 8230091	1.000	600.00000	600.00	1,500.00000	1,500.00	2,000.00000	2,000.00
Hydrant, Rem	Ea						
1120 8230391	25.000	300.00000	7,500.00	800.00000	20,000.00	800.00000	20,000.00
Gate Box, Adj, Temp, Case 1	Ea						
1130 8230431	25.000	500.00000	12,500.00	500.00000	12,500.00	500.00000	12,500.00
Gate Box, Adj, Case 1	Ea						
1140 8237050	1.000	3,200.00000	3,200.00	8,000.00000	8,000.00	6,000.00000	6,000.00
_ Fire Hydrant, Modified	Ea						
1150 8237050	3.000	500.00000	1,500.00	1,000.00000	3,000.00	1,000.00000	3,000.00
_ Gate Box, Reconst, Case 1, Modified	Ea						
1160 8237050	13.000	500.00000	6,500.00	575.00000	7,475.00	575.00000	7,475.00
_ Gate Well Cover, Adj, Case 1	Ea						
1170 8237050	13.000	300.00000	3,900.00	1,075.00000	13,975.00	1,075.00000	13,975.00
_ Gate Well Cover, Adj, Temp, Case 1	Ea						

Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Florence Cement Company		(2) Pro-Line Asphalt Paving Corp.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
1180	8237050	3.000	500.00000	1,500.00	1,000.00000	3,000.00	1,000.00000	3,000.00
_ Water Shutoff, Reconst, Case 1, Modified		Ea						
1190	8240007	(1)	19,000.00000	19,000.00	43,000.00000	43,000.00	43,000.00000	43,000.00
Contractor Staking, Road Only		LSUM						
1200	8240020	3.000	90.00000	270.00	90.00000	270.00	90.00000	270.00
Staking Plan Errors and Extras, One Person		Hr						
1210	8240021	3.000	120.00000	360.00	0.01000	0.03	0.01000	0.03
Staking Plan Errors and Extras, Two Person		Hr						
1220	8240022	3.000	150.00000	450.00	0.01000	0.03	0.01000	0.03
Staking Plan Errors and Extras, Three Person		Hr						
Section Totals:			\$3,414,080.60		\$4,009,236.00		\$4,138,376.53	



10/28/2019 3:34 PM

AASHTOWare Project™ Version 4.1 Revision 035

Tabulation of Bids

Report v1

Contract Item Totals:	\$3,414,080.60	\$4,009,236.00	\$4,138,376.53
Contract Grand Totals:	\$3,414,080.60	\$4,009,236.00	\$4,138,376.53

() indicates item is bid as Lump Sum

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0010 1500001	(1)	307,274.00000	307,274.00	310,400.00000	310,400.00		
Mobilization, Max \$310,400.00		LSUM					
0020 2030010	3.000	150.00000	450.00	150.00000	450.00		
Dr Structure, Abandon		Ea					
0030 2030011	3.000	150.00000	450.00	150.00000	450.00		
Dr Structure, Rem		Ea					
0040 2040050	1,157.000	25.00000	28,925.00	25.00000	28,925.00		
Pavt, Rem		Syd					
0050 2040055	1,922.000	12.00000	23,064.00	12.00000	23,064.00		
Sidewalk, Rem		Syd					
0060 2047001	6,755.000	18.00000	121,590.00	18.00000	121,590.00		
_ Curb and Gutter, Rem, Modified		Ft					
0070 2047011	3,138.000	26.00000	81,588.00	26.00000	81,588.00		
_ Pavt, Rem, Modified		Syd					

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0080 2047050	2.000	725.00000	1,450.00	725.00000	1,450.00		
_ Impact Attenuator, Removal and Disposal	Ea						
0090 2050016	835.000	25.00000	20,875.00	25.00000	20,875.00		
Excavation, Earth	Cyd						
0100 2050040	220.000	35.00000	7,700.00	35.00000	7,700.00		
Subgrade Undercutting, Type I	Cyd						
0110 2087050	92.000	100.00000	9,200.00	100.00000	9,200.00		
_ Erosion Control, Silt Sack, Modified	Ea						
0120 3027011	2,518.000	11.00000	27,698.00	11.00000	27,698.00		
_ Aggregate Base, 4 Inch, Modified	Syd						
0130 3027011	6,951.000	13.00000	90,363.00	13.00000	90,363.00		
_ Aggregate Base, 6 Inch, Modified	Syd						
0140 3067031	180.000	1.00000	180.00	1.00000	180.00		
_ Aggregate Surface, Temp	Ton						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0150 4027001	24.000	200.00000	4,800.00	200.00000	4,800.00		
_ Sewer, 8 to 12 inch Catch Basin							
Lead, Tr Det B							
0160 4030005	128.000	575.00000	73,600.00	575.00000	73,600.00		
Dr Structure Cover, Adj, Case 1							
0170 4030006	3.000	800.00000	2,400.00	800.00000	2,400.00		
Dr Structure Cover, Adj, Case 2							
0180 4030280	15.000	300.00000	4,500.00	300.00000	4,500.00		
Dr Structure, Adj, Add Depth							
0190 4030290	121.000	125.00000	15,125.00	125.00000	15,125.00		
Dr Structure, Cleaning							
0200 4030308	2.000	400.00000	800.00	400.00000	800.00		
Dr Structure, Tap, 8 inch							
0210 4030390	88.000	500.00000	44,000.00	500.00000	44,000.00		
Dr Structure, Temp Lowering							

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0220 4037050	135.000	500.00000	67,500.00	500.00000	67,500.00		
_ Dr Structure Cover, Modified	Ea						
0230 5010001	(1)	39,000.00000	39,000.00	3,100.00000	3,100.00		
Pavt, Cleaning	LSUM						
0240 5010002	60,706.000	3.85000	233,718.10	3.85000	233,718.10		
Cold Milling HMA Surface	Syd						
0250 5010005	1,750.000	14.00000	24,500.00	14.00000	24,500.00		
HMA Surface, Rem	Syd						
0260 5010008	535.000	7.75000	4,146.25	7.75000	4,146.25		
Pavt for Butt Joints, Rem	Syd						
0270 5010009	299.000	3.00000	897.00	3.00000	897.00		
Edge Trimming	Ft						
0280 5010015	1,875.000	10.46000	19,612.50	5.00000	9,375.00		
Joint and Crack, Cleanout	Ft						
0290 5010020	1,675.000	16.04000	26,867.00	7.00000	11,725.00		
Pavt Joint and Crack Repr, Det 7	Ft						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount

Section ID/Descr: 1 - Road Work

0300	5010021	2,125.000	18.96000	40,290.00	7.00000	14,875.00	
	Pavt Joint and Crack Repr, Det 8	Ft					
0310	5010025	173.000	82.32000	14,241.36	200.00000	34,600.00	
	Hand Patching	Ton					
0320	5010052	8,899.000	87.47000	778,395.53	86.00000	765,314.00	
	HMA, 4E10	Ton					
0330	5010058	5,338.000	106.50000	568,497.00	92.00000	491,096.00	
	HMA, 5E10	Ton					
0340	5017031	103.000	319.36000	32,894.08	450.00000	46,350.00	
	_ HMA for Patching, Temp	Ton					
0350	6027011	4,047.000	62.00000	250,914.00	62.00000	250,914.00	
	_ Conc Base Cse, Nonreinf, 9 inch, Modified	Syd					
0360	6027011	1,437.000	60.00000	86,220.00	60.00000	86,220.00	
	_ Conc Pavt with Integral Curb, Nonreinf, 7 inch, Modified	Syd					

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0370 6030014	1,396.000	5.20000	7,259.20	5.20000	7,259.20		
Cold Milling Conc Pavt							
	Syd						
0380 6030030	1,970.000	12.00000	23,640.00	12.00000	23,640.00		
Lane Tie, Epoxy Anchored							
	Ea						
0390 8010005	408.000	45.00000	18,360.00	45.00000	18,360.00		
Driveway, Nonreinf Conc, 6 inch							
	Syd						
0400 8010007	110.000	50.00000	5,500.00	50.00000	5,500.00		
Driveway, Nonreinf Conc, 8 inch							
	Syd						
0410 8027001	252.000	35.00000	8,820.00	35.00000	8,820.00		
_ Curb and Gutter, Conc, Det B3, Modified							
	Ft						
0420 8027001	7,182.000	23.00000	165,186.00	23.00000	165,186.00		
_ Curb and Gutter, Conc, Det F3 or F4, Modified							
	Ft						
0430 8030030	463.000	19.00000	8,797.00	19.00000	8,797.00		
Curb Ramp Opening, Conc							
	Ft						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0440 8030100	2.000	400.00000	800.00	400.00000	800.00		
Steps, Conc	Cyd						
0450 8037001	366.000	40.00000	14,640.00	40.00000	14,640.00		
_ Detectable Warning Surface, Modified	Ft						
0460 8037010	2,114.000	6.00000	12,684.00	6.00000	12,684.00		
_ Sidewalk Ramp, Conc, 6 inch, Modified	Sft						
0470 8037010	1,539.000	7.00000	10,773.00	7.00000	10,773.00		
_ Sidewalk Ramp, Conc, 8 inch, Modified	Sft						
0480 8037010	9,635.000	4.75000	45,766.25	4.75000	45,766.25		
_ Sidewalk, Conc, 4 inch, Modified	Sft						
0490 8037010	686.000	6.00000	4,116.00	6.00000	4,116.00		
_ Sidewalk, Conc, 6 inch, Modified	Sft						
0500 8037010	611.000	7.00000	4,277.00	7.00000	4,277.00		
_ Sidewalk, Conc, 8 inch, Modified	Sft						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0510 8077050	2.000	15,250.00000	30,500.00	15,250.00000	30,500.00		
_ Impact Attenuator, TL-2, Furn and Install, Type 3							
	Ea						
0520 8100340	2.000	125.00000	250.00	125.00000	250.00		
Post Hole Through Conc for Steel Post							
	Ea						
0530 8100371	28.000	16.00000	448.00	16.00000	448.00		
Post, Steel, 3 lb							
	Ft						
0540 8100404	4.000	18.25000	73.00	18.25000	73.00		
Sign, Type IIIA							
	Sft						
0550 8100405	10.000	18.25000	182.50	18.25000	182.50		
Sign, Type IIIB							
	Sft						
0560 8110063	20.000	165.00000	3,300.00	165.00000	3,300.00		
Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym							
	Ea						
0570 8110068	27.000	165.00000	4,455.00	165.00000	4,455.00		
Pavt Mrkg, Ovly Cold Plastic, Only							
	Ea						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0580 8110071	3.000	165.00000	495.00	165.00000	495.00		
Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	Ea						
0590 8110078	4.000	155.00000	620.00	155.00000	620.00		
Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	Ea						
0600 8110091	7,644.000	0.65000	4,968.60	0.65000	4,968.60		
Pavt Mrkg, Polyurea, 4 inch, White	Ft						
0610 8110092	24,938.000	0.65000	16,209.70	0.65000	16,209.70		
Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft						
0620 8110093	292.000	2.95000	861.40	2.95000	861.40		
Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft						
0630 8110108	133.000	5.95000	791.35	5.95000	791.35		
Pavt Mrkg, Polyurea, 12 inch Cross Hatching, White	Ft						
0640 8110109	1,073.000	5.95000	6,384.35	5.95000	6,384.35		
Pavt Mrkg, Polyurea, 12 inch Cross Hatching, Yellow	Ft						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0650 8110114	731.000	12.50000	9,137.50	12.50000	9,137.50		
Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft						
0660 8110343	2,035.000	2.95000	6,003.25	2.95000	6,003.25		
Rem Spec Mrkg	Sft						
0670 8117001	1,420.000	12.50000	17,750.00	12.50000	17,750.00		
_ Pavt Mrkg, Polyurea, 24 inch, Crosswalk	Ft						
0680 8120012	115.000	185.00000	21,275.00	185.00000	21,275.00		
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea						
0690 8120013	115.000	0.01000	1.15	0.01000	1.15		
Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea						
0700 8120026	40.000	200.00000	8,000.00	200.00000	8,000.00		
Pedestrian Type II Barricade, Temp	Ea						
0710 8120030	40.000	25.00000	1,000.00	25.00000	1,000.00		
Channelizing Device, 42 inch, Furn	Ea						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0720 8120031	40.000	0.01000	0.40	0.01000	0.40		
Channelizing Device, 42 inch, Oper							
	Ea						
0730 8120130	5.000	800.00000	4,000.00	800.00000	4,000.00		
Lighted Arrow, Type B, Furn							
	Ea						
0740 8120131	5.000	0.01000	0.05	0.01000	0.05		
Lighted Arrow, Type B, Oper							
	Ea						
0750 8120170	(1)	93,705.00000	93,705.00	57,350.00000	57,350.00		
Minor Traf Devices							
	LSUM						
0760 8120200	1,830.000	1.85000	3,385.50	1.85000	3,385.50		
Pavt Mrkg Cover, Type R, Black							
	Ft						
0770 8120210	22,189.000	0.55000	12,203.95	0.55000	12,203.95		
Pavt Mrkg, Longit, 6 inch or Less Width, Rem							
	Ft						
0780 8120211	349.000	0.65000	226.85	0.65000	226.85		
Pavt Mrkg, Longit, Greater than 6 inch Width, Rem							
	Ft						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0790 8120235	8,568.000	0.55000	4,712.40	0.55000	4,712.40		
Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 inch, White, Temp							
0800 8120236	53,440.000	0.55000	29,392.00	0.55000	29,392.00		
Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 inch, Yellow, Temp							
0810 8120245	1,310.000	1.50000	1,965.00	1.50000	1,965.00		
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp							
0820 8120246	3,434.000	1.50000	5,151.00	1.50000	5,151.00		
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp							
0830 8120250	1,001.000	28.00000	28,028.00	28.00000	28,028.00		
Plastic Drum, High Intensity, Furn							
0840 8120251	1,001.000	0.01000	10.01	0.01000	10.01		
Plastic Drum, High Intensity, Oper							
0850 8120265	438.000	6.00000	2,628.00	6.00000	2,628.00		
Pavt Mrkg, Wet Reflective, Type R, Tape, 24 inch, Stop Bar							

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0860 8120330	7.000	6,000.00000	42,000.00	6,000.00000	42,000.00		
Sign, Portable, Changeable Message, Furn	Ea						
0870 8120331	7.000	1.00000	7.00	1.00000	7.00		
Sign, Portable, Changeable Message, Oper	Ea						
0880 8120350	1,680.000	5.75000	9,660.00	5.75000	9,660.00		
Sign, Type B, Temp, Prismatic, Furn	Sft						
0890 8120351	1,680.000	0.01000	16.80	0.01000	16.80		
Sign, Type B, Temp, Prismatic, Oper	Sft						
0900 8120352	474.000	8.00000	3,792.00	8.00000	3,792.00		
Sign, Type B, Temp, Prismatic, Spec, Furn	Sft						
0910 8120353	474.000	0.01000	4.74	0.01000	4.74		
Sign, Type B, Temp, Prismatic, Spec, Oper	Sft						
0920 8120370	(1)	113,815.00000	113,815.00	332,635.00000	332,635.00		
Traf Regulator Control	LSUM						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0930 8127060	50,000.000	1.00000	50,000.00	1.00000	50,000.00		
_ Railroad Inspection and Flagging	Dlr						
0940 8127060	1.000	50,000.00000	50,000.00	50,000.00000	50,000.00		
_ Railroad Protection	Dlr						
0950 8160020	21.000	5.00000	105.00	5.00000	105.00		
Fertilizer, Chemical Nutrient, CI A	Lb						
0960 8160027	1,939.000	1.00000	1,939.00	1.00000	1,939.00		
Mulch Blanket	Syd						
0970 8160042	90.000	5.00000	450.00	5.00000	450.00		
Seeding, Mixture TUF	Lb						
0980 8160055	120.000	15.00000	1,800.00	15.00000	1,800.00		
Sodding	Syd						
0990 8160061	1,939.000	6.00000	11,634.00	6.00000	11,634.00		
Topsoil Surface, Furn, 3 inch	Syd						
1000 8160090	645.000	20.00000	12,900.00	20.00000	12,900.00		
Water, Sodding/Seeding	Unit						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
1010 8200170	2.000	800.00000	1,600.00	1,900.00000	3,800.00		
Traf Loop	Ea						
1020 8200173	2.000	275.00000	550.00	130.00000	260.00		
Loop Detector, Rem	Ea						
1030 8200182	4.000	150.00000	600.00	100.00000	400.00		
TS, Span Wire Mtd, Rem	Ea						
1040 8200191	4.000	250.00000	1,000.00	600.00000	2,400.00		
TS, One Way Span Wire Mtd, Salv	Ea						
1050 8200452	11.000	200.00000	2,200.00	100.00000	1,100.00		
TS Head, Adj	Ea						
1060 8200453	9.000	975.00000	8,775.00	1,200.00000	10,800.00		
TS Head, Temp	Ea						
1070 8200458	26.000	275.00000	7,150.00	225.00000	5,850.00		
TS Face, Bag	Ea						
1080 8200459	28.000	275.00000	7,700.00	110.00000	3,080.00		
TS Face, Bag, Rem	Ea						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
1090 8210005	8.000	500.00000	4,000.00	0.01000	0.08		
Monument Box Adjust	Ea						
1100 8210010	8.000	0.01000	0.08	0.01000	0.08		
Monument Preservation	Ea						
1110 8230091	1.000	1,500.00000	1,500.00	1,500.00000	1,500.00		
Hydrant, Rem	Ea						
1120 8230391	25.000	800.00000	20,000.00	800.00000	20,000.00		
Gate Box, Adj, Temp, Case 1	Ea						
1130 8230431	25.000	500.00000	12,500.00	500.00000	12,500.00		
Gate Box, Adj, Case 1	Ea						
1140 8237050	1.000	8,000.00000	8,000.00	8,000.00000	8,000.00		
_ Fire Hydrant, Modified	Ea						
1150 8237050	3.000	1,000.00000	3,000.00	1,000.00000	3,000.00		
_ Gate Box, Reconst, Case 1, Modified	Ea						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
1160 8237050	13.000	575.00000	7,475.00	575.00000	7,475.00		
_ Gate Well Cover, Adj, Case 1	Ea						
1170 8237050	13.000	1,075.00000	13,975.00	1,075.00000	13,975.00		
_ Gate Well Cover, Adj, Temp, Case 1	Ea						
1180 8237050	3.000	1,000.00000	3,000.00	1,000.00000	3,000.00		
_ Water Shutoff, Reconst, Case 1, Modified	Ea						
1190 8240007	(1)	43,000.00000	43,000.00	43,000.00000	43,000.00		
Contractor Staking, Road Only	LSUM						
1200 8240020	3.000	90.00000	270.00	90.00000	270.00		
Staking Plan Errors and Extras, One Person	Hr						
1210 8240021	3.000	0.01000	0.03	0.01000	0.03		
Staking Plan Errors and Extras, Two Person	Hr						
1220 8240022	3.000	0.01000	0.03	0.01000	0.03		
Staking Plan Errors and Extras, Three Person	Hr						

Tabulation of Bids

Report v1

Line No / Item ID		(3) Cadillac Asphalt, L.L.C.		(4) Ajax Paving Industries, Inc.			
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
			\$4,146,875.91		\$4,183,219.52		

Contract Item Totals:

\$4,146,875.91

\$4,183,219.52

Contract Grand Totals:

\$4,146,875.91

\$4,183,219.52

() indicates item is bid as Lump Sum



MEMORANDUM

Police Department

DATE: March 11th, 2020

TO: Joseph A. Valentine, City Manager

FROM: Christopher Busen, Investigative Commander

APPROVED: Mark H Clemence, Chief of Police

REFERENCE: Program Year 2020 High Intensity Drug Trafficking Area (HIDTA) sub recipient agreement between the County of Oakland and the City of Birmingham (Data Universal Numbering System ((DUNS)) #: 074239450)

INTRODUCTION:

The police department is a member of the Oakland County Sheriff's Office Narcotic Enforcement Team (NET) by an approved inter-local agreement between the City and Oakland County. In addition to Birmingham, there are fourteen other communities that are also members of NET by the inter-local agreement.

BACKGROUND:

In 2020, with the permission and cooperation of all fifteen member agencies, the Oakland County Sheriff's Office applied for a grant through the Executive Board for Michigan High Intensity Drug Trafficking Area (HIDTA) requesting the United States Office of Drug Control Policy (ONDCP) grant NET an award of \$117,000 for the program year 2020 (January 1, 2020 to December 31, 2020). The grant award will allow partial funding for overtime reimbursement of NET investigators for drug investigations. Oakland County will reimburse the City up to \$4,875.00 for qualifying NET related overtime.

LEGAL REVIEW:

Legal Counsel reviewed the inter-local agreement and no issues were found to exist.

FISCAL IMPACT:

Non-applicable

SUMMARY:

In order to receive funds from the grant, the City of Birmingham is required to enter into a sub recipient agreement with Oakland County. The purpose of the agreement is to delineate the relationship and responsibilities regarding the County's use of grant funds to reimburse municipalities for overtime incurred as it relates to participation in the Oakland County Narcotic Enforcement Team (NET).

ATTACHMENTS:

Program Year 2020 High Intensity Drug Trafficking Area (HIDTA) sub recipient agreement between the County of Oakland and the City of Birmingham.

SUGGESTED RESOLUTION:

To approve the Program Year 2020 High Intensity Drug Trafficking Area (HIDTA) Sub recipient agreement between the County of Oakland and the City of Birmingham. Further, to authorize the Mayor and the City Manager to sign the agreement on behalf of the City.

**PROGRAM YEAR 2020
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF OAKLAND AND CITY OF BIRMINGHAM
Data Universal Numbering System (DUNS) #: 074239450**

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Birmingham, 1551 Martin St., Birmingham, MI 48009, a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

PURPOSE OF AGREEMENT.

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds (defined below) to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("OCSO").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award of \$117,000.00 for program year (PY) 2020 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2020 begins January 1, 2020 and ends December 31, 2020.

If ONDCP grants N.E.T. an award for PY 2020, the ONDCP disburses the HIDTA grant funds to the Michigan State Police ("MSP"). To receive the Grant funds for overtime costs, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

- 1. DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM

- 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2020 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.

2. EXHIBITS. The Exhibits listed below are incorporated and are part of this Agreement.

- 2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2020.
- 2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).
- 2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.
- 2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.
- 2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.

3. FEDERAL AWARD PROJECT DESCRIPTION.

- 3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001
- 3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")
- 3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)
 - 3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.
- 3.4. Period of Performance: January 1, 2020 through December 31, 2020.

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM

- 3.5. The Federal Award Identification Number (FAIN) is provided in the HIDTA Grant Agreement between ONDCP and MSP, which is incorporated into this Agreement by reference.

4. USE OF HIDTA FUNDS.

- 4.1. The total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed **\$4,875.00** for each participating law enforcement officer. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation for overtime costs is contingent upon the ONDCP awarding the Grant funds to N.E.T and the MSP reimbursing the County.
- 4.2. The County will reimburse the Municipality up to **\$4,875.00** for each participating law enforcement officer for qualifying N.E.T.-related overtime. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.
- 4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.
- 4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.
- 4.3. There is no research and development performed pursuant to this Agreement.
- 4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

5. REIMBURSEMENT OF ELIGIBLE NET OVERTIME.

- 5.1. To request reimbursement for eligible N.E.T. overtime costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2020 has expired. If the County, in its sole discretion, determines that the

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM

documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

- 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
- 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
- 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
- 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

6. GENERAL COMPLIANCE.

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and MSP. The HIDTA Grant Agreement between ONDCP and MSP will be provided to the Municipality within a reasonable time after the County receives a copy of it.
- 6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM

- 6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- 6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- 6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The Grant funds spent by the County on behalf of the Municipality for training expenses shall be included on the Schedule of Expenditures of Federal Awards if the Municipality is required to have a single audit performed. Municipalities that are exempt from the Single Audit requirements that receive less than \$750,000 of total Federal funding must submit a Financial Statement Audit prepared in accordance with Generally Accepted Auditing Standards (“GAAS”) if the audit includes disclosures that may negatively impact the HIDTA program including, but not limited to fraud, financial misstatements, and violations of any contract or grant provisions. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

8. CONFLICT OF INTEREST.

- 8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM

- 8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- 8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- 8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

9. MANDATORY DISCLOSURE.

- 9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII “Award Term and Condition for Recipient Integrity and Performance Matters,” are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 “Remedies for Noncompliance”.

10. RECORD RETENTION.

- 10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).
- 10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM

11. ACCESS TO RECORDS.

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.
- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

12. TERM.

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2020.

13. ASSURANCES.

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

14. TERMINATION OF AGREEMENT.

- 14.1. This Agreement may be terminated in whole or in part as follows:
 - 14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;
 - 14.1.2. by the County for cause;

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM

14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.

14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

15. CLOSEOUT.

15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.

15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.

16.1. The closeout of this Agreement does not affect any of the following:

16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;

16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.

16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

17. REMEDIES FOR NONCOMPLIANCE.

17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM

remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

- 17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;
- 17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 17.1.3. wholly or partly suspend or terminate the Agreement;
- 17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- 17.1.5. withhold further funds for the project or program;
- 17.1.6. take other remedies that may be legally available.

18. NO THIRD-PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

19. DISCRIMINATION. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

20. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

21. RESERVATION OF RIGHTS. This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

22. DELEGATION/SUBCONTRACT/ASSIGNMENT. Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

23. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

24. SEVERABILITY. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

25. CAPTIONS. The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

26. NOTICES. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Sheriff Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Birmingham

26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

27. CONTACT INFORMATION.

<u>County of Oakland</u> Lieutenant Brent Miles Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: milesbr@oakgov.com	<u>City of Birmingham</u> Commander Chris Busen Birmingham Police Department 151 Martin Birmingham MI 48009 248-530-1764 cbusen@bhamgov.org
---	--

28. GOVERNING LAW. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

2020 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF BIRMINGHAM

29. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

30. ENTIRE AGREEMENT. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, _____, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Printed Name: _____
Title: _____

WITNESSED: _____ DATE: _____
Printed Name: _____
Title: _____



MEMORANDUM

Office of the City Manager

DATE: March 19, 2020

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Parking Garage - Elevator Repairs at Park St. and Chester

INTRODUCTION:

In an effort to mitigate elevator outages in the parking decks, the City has received estimates from Kone, Inc. (the elevator maintenance provider) to perform work on elevators at Park Street and Chester garages as on-going preventive maintenance. They have continued to perform on-going maintenance in the other parking decks and have not identified a need for any other major maintenance repairs at this time.

The proposal for the Chester St. garage is to perform heavy maintenance on the door equipment that opens/closes the doors. The components are rusted and will be replaced. The checks in the operator are also worn. Kone, Inc. will install a new AT 400 door operator and retro fit it to the existing car top and elevator. In addition, they will install a new operator, new door locks, hanger rollers, tracks, spirators and closers for hall and car side. The total cost to perform the work is \$27,583.00 and the project will take approximately four days to complete.

The proposal for the Park St. garage involves replacing the door locks at each opening. The design that was intended to modernize the garage doors with more sophisticated technology has not been able to overcome issues associated with the levels of condensation that occur at this garage and collect in these spaces where the contacts are designed to meet. When this condensation exists, the contacts are not able to recognize that the door is closed and cause the car to shutdown. Kone, Inc. proposes to replace the door locks that are causing the failure. The total cost to perform the work is \$12,780.00 and the project will take approximately two days to complete.

The service provider will obtain the necessary State of Michigan permit and conduct the inspections, as required.

BACKGROUND:

N/A

LEGAL REVIEW:

N/A

FISCAL IMPACT:

The total cost for the Park Street elevator door lock replacement is \$12,780.00 and the total cost for the heavy maintenance at Chester to replace corroded mechanical components is \$27,583.00. These amounts would be paid from the following accounts:

Park Street: 585-538.003-930.0200

Chester : 585-538.008-930.0200

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

N/A

ATTACHMENTS:

Kone, Inc Proposals

SUGGESTED RESOLUTION:

To authorize the elevator repair and replacement projects to be performed at the Chester and Park Street garages by Kone, Inc for an amount not to exceed \$40,363.00 to be paid from accounts 585-538.003-930.0200 (Park Street) and 585-538.008-930.0200 (Chester).



Elevators Escalators

March 19, 2020

City of Birmingham
151 Main Street
PO Box 3001
Birmingham, MI 48012

KONE Inc.
11864 Belden Court
Livonia, MI 48150
Tel (734) 513-6944
Fax (734) 513-6948
www.kone.com
kevin.strasser@kone.com

ATTN: Tiffany Gunter
Re: Park street Parking Elevator Door Lock replacement on all floors

Description of Work

We propose to furnish and install the necessary labor, materials, tools and supervision to perform the following work on the one passenger elevator at Park Street Parking.

We have had a several service calls on this elevator recently and I spoke with Ed who recommends replacing the door locks at each opening . When the modernization was completed a few years back the door locks installed where supposed to be designed for parking decks. This style hasn't performed as the factory has stated and is causing a lot of service calls. Couple this with a lot of condensation that gets in these door locks they cause failure. We recommend going to a different style door lock and replacing at each of the 6 floors. We feel this will drastically cut down on service calls. The price would be \$12,780.00 and the elevator will be down for two days. We also have to obtain and conduct a state inspector permit and inspection.

Price

Our total price to perform the above-mentioned work amounts to: \$12,780.00.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from date of this proposal.

During the course of our work, should deficiencies, code violations, or other issues be discovered, we will promptly notify Purchaser and provide a separate quotation to correct these issues.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of City of Birmingham

Respectfully submitted by,
KONE Inc.

(Signature)

Kevin Strasser, Service Sales Manager

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Date: ____ / ____ / ____

Title

Date: ____ / ____ / ____

1ST PAYMENT RECEIPT

Receipt #: MKOKST 3/19/2020	Area Office: KONE Federal Tax ID #: 36 2357423
Receipt Date:	Detroit
Customer PO #:	190
Bill To: _____ _____, _____	Project Location: _____ <PROJECT LOCATION NAME> <ADDRESS> <CITY, ST ZIP>
Per proposal dated <PROPOSAL DATE> and authorized by <AUTHORIZED BY> on <AUTHORIZED DATE>, furnish and install <DESCRIPTION OF WORK>.	
Contract Price:	\$<CONTRACT PRICE>
1 st Payment Amount Due:	\$<1ST PAYMENT AMOUNT>
Sales Tax:	\$<SALES TAX AMOUNT ON 1ST PAYMENT>
Total 1 st Payment Amount:	\$<TOTAL 1ST PAYMENT AMOUNT DUE>

Please return this portion with your payment.

Payer: _____ _____, _____	Receipt #: Area Office #: 190
Remit To: KONE Inc. 11864 Belden Court Livonia, MI 48150	AMOUNT: \$<TOTAL 1ST PAYMENT AMOUNT DUE>

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind; either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.



Elevators Escalators

March 19, 2020

Carlos Jorge
City of Birmingham
151 Martin St
Birmingham, MI 48009

KONE Inc.
11864 Belden Court
Livonia, MI 48150
Tel (734) 513-6944
Fax (734) 513-6948
www.kone.com
kevin.strasser@kone.com

Re: Chester Street Parking Deck Elevator #20223073
180 S Chester
Birmingham MI 48012

Description of Work

We propose to furnish and install the necessary labor, materials, tools and supervision to perform the following work on the one glass back passenger elevator in the parking deck.

We have had several calls on the elevator door system recently. With this type of garage elevator we have weather factors that contribute to the calls. The door equipment that opens/closes the doors are rusted and should be replaced. The checks in the operator are worn out. We can attempt to rebuild this but it would be more expensive than to just install a new door operator. We propose to install a new AT 400 door operator and retro fit it to the existing car top and elevator. We will install a new operator, new door locks, hanger rollers, tracks, spirators and closers for hall and car side. We will obtain the necessary State of Michigan permit and conduct the inspection. This is a four day upgrade project. **WE will warranty parts and labor for three (3) years**

Price

Our total price to perform the above-mentioned work amounts to: \$27,583.00 . (Twenty Seven Thousand Five Hundred Eighty Three Dollars)

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from date of this proposal.

During the course of our work, should deficiencies, code violations, or other issues be discovered, we will promptly notify Purchaser and provide a separate quotation to correct these issues.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of City of Birmingham

Respectfully submitted by,
KONE Inc.

(Signature)

Kevin Strasser, Service Sales

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

1ST PAYMENT RECEIPT

<u>Remit To:</u> KONE Inc. 11864 Belden Court Livonia, MI 48150	AMOUNT:
--	----------------

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind; either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

DATE: April 2, 2020

TO: Joseph A. Valentine, City Manager

FROM: Alexandria Bingham, City Clerk Designee

SUBJECT: Closed Captioning Service for Virtual Public Meetings

INTRODUCTION:

Due to the COVID-19 pandemic the decision was made to host public meetings in a virtual format. Furthermore it was evident that there would be a need to hire closed captioning services in order for public meetings to be accessible to all viewers regardless of their limitations while using the virtual meeting format.

BACKGROUND:

The Michigan Municipal League provided webinars, guidance, and resources to assist municipalities in the transition to the virtual meetings. MML cited LARA as a resource for locating companies and individuals that are qualified to provide closed captioning services. Within the LARA agency search I reached out to the listed companies that could meet our needs. We conducted a demonstration with Clearview Captioning & Interpreting LLC Monday, March 30, 2020 to make sure that their equipment would work when remoting into virtual meetings.

LEGAL REVIEW:

City Attorney Tim Currier has reviewed the contract and additional documents included.

FISCAL IMPACT:

This contract was not considered when the 2019-2020 budget was adopted, therefore, a budget amendment may be necessary in the fourth quarter of the budget amendment once actual costs are known. The cost of this service may be considered for reimbursement from federal funds due to the COVID-19 pandemic and will be billed at \$145.00 per hour.

SUMMARY

It is recommended that the Mayor be authorized to sign the Service Agreement between the City of Birmingham and Clearview Captioning & Interpreting to provide closed captioning real time services for public meetings held by the City of Birmingham.

ATTACHMENTS:

- Clearview Captioning & Interpreting Service Agreement
- Sole Proprietor Form
- Certificate of Liability Insurance

SUGGESTED RESOLUTION:

To award the Closed Captioning contract to Clearview Captioning & Interpreting, LLC, in the amount of \$145.00 per hour from the account 101-215.000-811.0000 and further; to authorize the Mayor and Clerk to sign the agreement.



Mission Statement:

Clearview Captioning & Interpreting was founded based on a need for communication facilitation for those who are Deaf or Hard of Hearing. Our goal is effective communication in a variety of settings.

Our purpose has been established based on federal and state law, the Americans with Disabilities Act (ADA) and a high standard of professionalism as outlined in the RID (Registry of Interpreters for the Deaf) Code of Professional Conduct.

Any questions may be directed to:

Clearview Captioning & Interpreting

(844) 522-7846 Ext:700

Service Agreement:

This Agreement for Service is made effective as of March 24, 2020, by and between Clearview Captioning & Interpreting L.L.C., whose address is 2691 Oak Trail, Oxford, MI 48371 and the City of Birmingham, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan, 48009.

Description of Services: Clearview Captioning & Interpreting will provide services on an as needed basis to be billed per diem.

Cancellations:

-In the case of a cancellation within 24 hours of the assigned service or a client "no show", Clearview Captioning & Interpreting will bill the full amount for the scheduled assignment.

-In the case of inclement weather, Clearview Captioning & Interpreting will **not** bill for services provided there has been notice of cancellation of service at least three hours prior to the appointment.

Payment: Clearview Captioning & Interpreting will submit invoices upon completion of service and payment is due within thirty days of receipt.

(See rate sheet)



Effective 2019

Prices are listed per hour / per provider

Payment shall be made to: **Clearview Captioning LLC**

CART & C-Print Rates

	M-F 8:00AM- 6:00PM	M-F 6:00PM- 8:00AM	Weekends & Holiday	Last minute (less than 48 hr. notice)	Medical	Legal
Academic CART	\$95.00	\$105.00	\$105.00	+\$30.00	\$100.00	\$110.00
Event CART	\$120.00	\$145.00	\$145.00	+\$30.00	\$140.00	\$110.00
C-Print	\$42.00	\$52.00	\$52.00	+\$25.00	\$48.00	\$55.00

Interpreting Rates

	M-F 8:00AM-6:00PM	M-F 6:00PM-8:00AM	Weekends & Holiday	Last minute (less than 24hr notice)
Level 1	\$56.00	\$76.00	\$86.00	+\$25.00
Level 2	\$66.00	\$86.00	\$96.00	+\$25.00
Level 3	\$76.00	\$106.00	\$106.00	+25.00

The following is not an exhaustive list but is meant to provide a few possible examples:

- Regular communication, meetings and conferences as well as non-K-12 educational settings may be performed by a level 1 interpreter.
- Anything medical or disciplinary in nature will require the services of a level 2 interpreter or higher.
- Anything of legal nature or deemed to be a high-risk situation would require a level 3 interpreter.

Confidentiality: Clearview Captioning & Interpreting and its employees and representatives will not at any time or in any matter, either directly or indirectly, use for personal benefit, or disclose, or communicate in any manner, any information that pertains to this assignment. Clearview Captioning & Interpreting and its employees and representatives will protect such information and treat it as strictly confidential. This provision will continue to be in effect after the termination of all agreements.

Standards of Quality/Professionalism: Clearview Captioning & Interpreting is committed to a high standard of quality and will only use qualified interpreters and captioners, to insure proper and accurate delivery of communication.

Insurance: Clearview Captioning & Interpreting agrees to procure and maintain, at their expense, the following insurance:

Insurance. Clearview Captioning & Interpreting 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. Clearview Captioning & Interpreting shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. Commercial General Liability Insurance: Clearview Captioning & Interpreting 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.

B. Motor Vehicle Liability Insurance: Clearview Captioning & Interpreting is not required to provide motor vehicle insurance while contracting remote work. However, if any onsite work is contracted, Clearview Captioning & Interpreting will be required to provide a copy of the contractor's motor vehicle insurance policy. In this instance, Clearview Captioning & Interpreting shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability for Bodily Injury and Property Damage in an amount acceptable to the City of Birmingham.

C. Additional Insured: In this instance, the Commercial General Liability, as described above, shall include an endorsement stating the following: 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 Clearview Captioning & Interpreting under this Section.

D. Cancellation Notice: Commercial General 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. Proof of Insurance Coverage: Clearview Captioning & Interpreting 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.

One (1) copy of Certificate of Insurance for Commercial General Liability Insurance; and,

One (1) copy of Certificate of Insurance for Vehicle Liability Insurance, if/when applicable.

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

Indemnification. To the fullest extent permitted by law, Clearview Captioning & Interpreting and any entity or person for whom Clearview Captioning & Interpreting 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 of Birmingham, 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 Clearview Captioning & Interpreting 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 of Birmingham.

Trina Crawford (248) 343-6793
tcrawford@clearviewcaptioning.com
www.clearviewcaptioning.com

Clearview Captioning & Interpreting

By:  Apr 1, 2020
Its: Co-owner

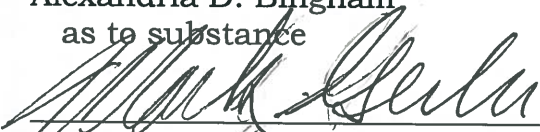
City of Birmingham
A Michigan Municipal Corporation

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham
City Clerk

APPROVAL (Sec 2-289 City Code)


Alexandria D. Bingham
as to substance


Mark Gerber, Director of Finance
as to financial obligation

APPROVALS:


Joseph A. Valentine, City Manager
as to substance


Timothy J. Currier, City Attorney
as to form

SOLE PROPRIETOR FORM
For Sole Proprietors with No Employees

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

You must provide the following information if you:

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

- 1) Name of Sole Proprietor: Dawn Bruderick and Trina Crawford
- 2) Federal Tax Identification Number or last 4 digits of Social Security No. 46-1143529
- 3) I am doing business as: Clearview Captioning & Interpreting LLC

Please attach one of the following:

- A copy of the assumed name certificate you filed with the county; or
- Your business card; or
- A copy of your advertisement (Yellow Pages, Newspaper, etc.); or
- List one other business or private homeowner that you have worked for during the period of July 1, through current date, including the name and address: Wayne State University
42 W. Warren Ave. Detroit, MI 48202

Please complete the following statement:

I, Clearview Captioning & Interpreting LLC, a Sole Proprietor with no employees will provide remote CART services services to City of Birmingham on a periodic basis. I do understand that I am not entitled to workers' compensation benefits under Michigan's Law, therefore, I am personally responsible for any injuries/illnesses I may sustain while performing my services to said entity.

Dated at: Oxford, MI, on this 31 day of March, 2020.

Signed: *D. Bruderick*

Sole Proprietor

Notary Public, STATE OF MICHIGAN, COUNTY OF _____

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

Seal/Stamp

Notary Public,
Acting in the County Of: _____
County My Commission expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2020

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED Clearview Captioning, LLC 2691 Oak Trl Oxford, MI 48371	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		UDC-1363054-CGL-19	07/08/2019	07/08/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The City of Birmingham, including all elected and appointed officials, all employees, all boards, commissions and or authority and board members, are additional insured's per the policy terms and condition.

CERTIFICATE HOLDER**CANCELLATION**

The City of Birmingham
P.O. Box 3001 151 Martin St Birmingham MI 48012

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

DATE: March 31, 2020

TO: Joseph A. Valentine, City Manager

FROM: 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

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 Engineering 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 side yard 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 Zone. **Based on the attached survey, the proposed lot combination and building envelope appear to meet this requirement.**

- (5) Any due or unpaid taxes or special assessments upon the property have been paid in full.

There are no outstanding taxes due on this property. **The proposal meets this requirement.**

- (6) The combination will not adversely affect the interest of the public or the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:

- a.) The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.

Based on the attached survey the proposed lot combination and building envelope appear to meet this requirement.

- b.) The effect of the proposed combination upon any floodplain areas, wetlands and other natural features and the ability of the applicant to develop a buildable site on the resulting parcel without unreasonable disturbances of such natural features.

The property is not located in a floodplain or wetlands, nor adjacent to a floodplain or wetlands.

- c.) The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.

The proposed lot combination does not appear to impact the supply of light and air to adjacent properties or the ability of the City to provide essential

services.

On March 9, 2020, the City Commission conducted a public hearing on the proposed lot combination. After much discussion, the City Commission moved to postpone consideration of the lot combination to April 6, 2020. This was to allow the City Attorney to research potential avenues to approve the use of the second lot by the applicant for play space, while at the same time limiting the size of any future home that could be developed on both lots should they be sold in the future.

Under Chapter 102, Subdivisions, section 84 provides authority for the City Commission to impose conditions on the approval of an application for lot consolidation, including but not limited to, the location and placement of the building envelope, and a determination of the front and rear property lines. Should the City Commission impose such conditions of approval, section 84 also states that the conditions must be illustrated and recorded with the City and/or county as part of the lot combination process.

Accordingly, the City Commission may wish to consider approval of the lot combination to allow the applicants 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. This approval could be granted with one or more of the following conditions added in accordance with Chapter 102, section 84:

- The property line along Bates Street shall be designated as the front property line (Determination of front and rear property lines);
- No side yard shall be less than an agreed upon size larger than the minimum otherwise permitted under the Zoning Ordinance (Establishing a larger minimum interior side lot setback);
- The building envelope of any future construction on the combined lots shall be limited to an agreed upon maximum size envelope, centrally located upon the lots (Location and placement of building envelope); and / or
- The allowable lot coverage shall be less than otherwise permitted under the Zoning Ordinance (Size of building envelope).

Should the City Commission wish to consider approval of the lot combination with any of the above condition(s), this matter will be brought forward at a subsequent meeting for approval of an agreement between the City and the property owners, with an exhibit attached to illustrate the agreed upon conditions. Upon approval, the applicant would be required to record this agreement and illustration on title for the property.

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 direct staff to prepare an agreement between the City and the owners of 1680 and 1698 S. Bates to establish conditions of approval for the lot combination to limit the size and placement of future buildings, to be brought back to the City Commission for approval.

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 available for public presentation by staff if requested.

SUGGESTED ACTION:

To continue the public hearing to April 20, 2020 and direct staff to prepare an agreement between the City and the owners of 1680 and 1698 S. Bates to establish conditions of approval for the lot combination to limit the size and placement of future buildings, to be brought back to the City Commission for approval.

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.

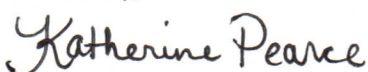
Upon approval of this application, we will work closely with the Community Development department to ensure our plans meet all required standards. We will submit for the necessary permits so that our family can begin using the improved property as soon as possible.

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,



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
Fax Number:
Email address: katherine_alice@yahoo.com

2. Property Owner

Name: Harry & Katherine Pearce
Address: 1698 S. Bates St., Birmingham, MI 48009
Phone Number: 248-444-9146
Fax Number:
Email address: katherine_alice@yahoo.com

3. Applicant's Attorney/Contact Person

Name: As above
Address:
Phone Number:
Fax Number:
Email address:

4. Project Designer/Developer

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:

Legal Description: 1680: 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
1698: T2N, R10E, SEC 36 RESUB OF BIRMINGHAM-LINCOLN LOTS SUB LOT 193 EXC E 2 FT

6. Required Attachments

- I. Two (2) copies of a *registered* land survey showing:
 - i. All existing and proposed platted lot lines;
 - ii. Legal descriptions of proposed lots;
 - iii. Locations of existing/surrounding structures for at least 500 ft. in all directions;
 - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked;
- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (*optional*);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

7. Details of the Proposed Development (attach separate sheet if necessary)

We 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

Signature of Applicant: Katherine Pearce Date: 1/23/2020

Print Name: Katherine Pearce

Office Use Only

Application#: _____ Date Received: _____ Fee: _____
Date of Approval: _____ Date of Denial: _____ Reviewed By: _____



Notice Sign Rental Application Community Development

1. Applicant

Name: Katherine Pearce
Address: 1698 S. Bates St., Birmingham, MI 48009
Phone Number: 248-444-9146
Fax Number:
Email address: katherine_alice@yahoo.com

2. Property Owner

Name: Harry and Katherine Pearce
Address: 1698 S. Bates St., Birmingham, MI 48009
Phone Number: 248-444-9146
Fax Number:
Email address: katherine_alice@yahoo.com

3. Project Information

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

4. Date of Board/Commission Review

City Commission:
Planning Board:
Historic District Commission:
Design Review Board:

Board of Zoning Appeals:
Board of Building Trades Appeals:
Housing Board of Appeals:
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: Katherine Pearce Date: 1/23/2020

Office Use Only

Application#: _____ Date Received: _____ Fee: _____
Date of Approval: _____ Date of Denial: _____ Reviewed By: _____

CLINE COUNTY TREASURERS CERTIFICATE
 HEREBY CERTIFY that there are no TAX LIENS or TITLES
 held by the state or any individual against the within description
 and all TAXES on same are paid for five years previous to the
 date of this instrument as appears by the records in the office
 except as stated.

NOV 27 2007

1.00 DE PATRICK M. DOHANY, County Treasurer
 Sec. 125, Act 208, 1893 as amended

247467
 LIBER 39795 PAGE 156
 \$10.00 DEED - COMBINED
 \$4.00 REMONUMENTATION
 \$2,365.00 TRANSFER TX COMBINED
 11/29/2007 10:15:25 A.M. RECEIPT# 120408

PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

010829

Warranty Deed

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
 Whose street Number and Post Office address is

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 AND
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

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

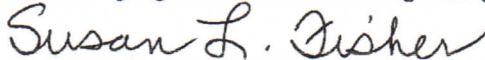
Signed and Sealed:

THE RANDALL P. CLINE TRUST, under Agreement dated May 25, 2001


 Randall P. Cline, Trustee

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.



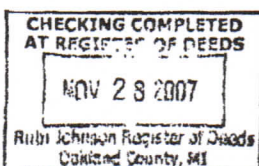
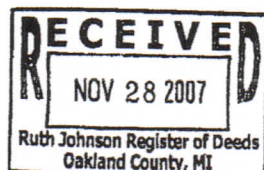
Susan L. Fisher, Notary Public Oakland County Michigan
 Acting in Oakland County
 My Commission Expires: 02/08/13

Prepared by: Randall P. Cline
 572 W. Lincoln, Birmingham, MI 48009

STATE OF MICHIGAN REAL ESTATE ★
 TRANSFER TAX ★
 OAKLAND \$302.50 CO ★
 11/29/2007 \$2,062.50 ST ★
 120408 492719 ★

Tax I.D. No.: 19-36-331-039
 Recording Fee: \$15.00
 Transfer Tax: County: \$302.50
 State: \$2,062.50

File No. FA07110960



Return to and Send Tax Bills to:
 Harry M. Pearce, 1694 S. Bates, Birmingham,
 MI 48009 3039 Camden Dr.
 Troy, MI 48064
 R.P.C. HMP
 KKP

O.K. - LG

RECEIVED

L-4260

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 transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 1680 S. Bates St., Birmingham, MI 48009	2. County Oakland	3. Date of Transfer (or land contract signed) January 10, 2020
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village City of Birmingham	5. Purchase Price of Real Estate 350,000.00	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 19-36-331-038	6. Seller's (Transferor) Name Harvard Dreams, LLC	
	8. Buyer's (Transferee) Name and Mailing Address Harry Pearce and Katherine Pearce 1698 S Bates St., Birmingham, MI 48009	
9. Buyer's (Transferee) Telephone Number		

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	15. Amount Financed (Borrowed)	

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ 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 or life estate expires)
- ☐ Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- ☐ Transfer to effect the foreclosure or forfeiture of real property
- ☐ Transfer by redemption from a tax sale
- ☐ Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust 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 368 of the Internal Revenue Code.
- ☐ Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- ☐ Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- ☐ 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 Katherine Pearce		
Signature Katherine Pearce		Date 01/10/2020
Name and title, if signer is other than the owner	Daytime Phone Number 248-444-9146	E-mail Address

CITY OF BIRMINGHAM

TAX CERTIFICATION
TAX SUMMARY FOR CALENDAR YEAR 2019

School: 63010

Property #: 08-19-36-331-039

SITE ADDRESS:
1698 S BATES STPEARCE, HARRY M
1698 S BATES ST
BIRMINGHAM MI 48009-1983CITY OF BIRMINGHAM
151 MARTIN STREET
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001SEV 418,660
AV 418,660
TAXV 275,890Mortgage Company of Record:
NONEProp 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
0.59740	SCHOOL SUPPLEMNT	992.48
0.12060	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

Winter Tax Bill

=====

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
ADMIN FEE	0.00
INTEREST	0.00
TOTAL BILL	10,092.01

SUMMER	
TOTAL PAID:	10,092.01
DATE PAID :	07/10/2019

TOTAL TAXES	1,463.89
ADMIN FEE	0.00
INTEREST	0.00
TOTAL BILL	1,463.89

WINTER	
TOTAL PAID:	1,463.89
DATE PAID :	01/07/2020

DESCRIPTION

T2N, R10E, SEC 36 RESUB OF BIRMINGHAM-LINCOLN LOTS
SUB LOT 193 EXC E 2 FT

Date Prepared: 01/13/2020

CITY OF BIRMINGHAM

TAX CERTIFICATION
TAX SUMMARY FOR CALENDAR YEAR 2019

School: 63010

Property #: 08-19-36-331-038

SITE ADDRESS:
1680 S BATES STHARVARD DREAMS LLC
667 HANNA
BIRMINGHAM MI 48009CITY OF BIRMINGHAM
151 MARTIN STREET
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001SEV 170,780
AV 170,780
TAXV 100,510Mortgage Company of Record:
NONEProp 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	ZOO AUTHORITY	9.77
9.20890	SCHOOL OPER FC	0.00
0.19290	ART INSTITUTE	19.38

TOTAL TAXES	4,198.63
ADMIN FEE	0.00
INTEREST	0.00
TOTAL BILL	4,198.63

SUMMER	
TOTAL PAID:	4,198.63
DATE PAID :	07/05/2019

TOTAL TAXES	1,099.17
ADMIN. FEE	0.00
INTEREST	0.00
TOTAL BILL	1,099.17

WINTER	
TOTAL PAID:	1,099.17
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

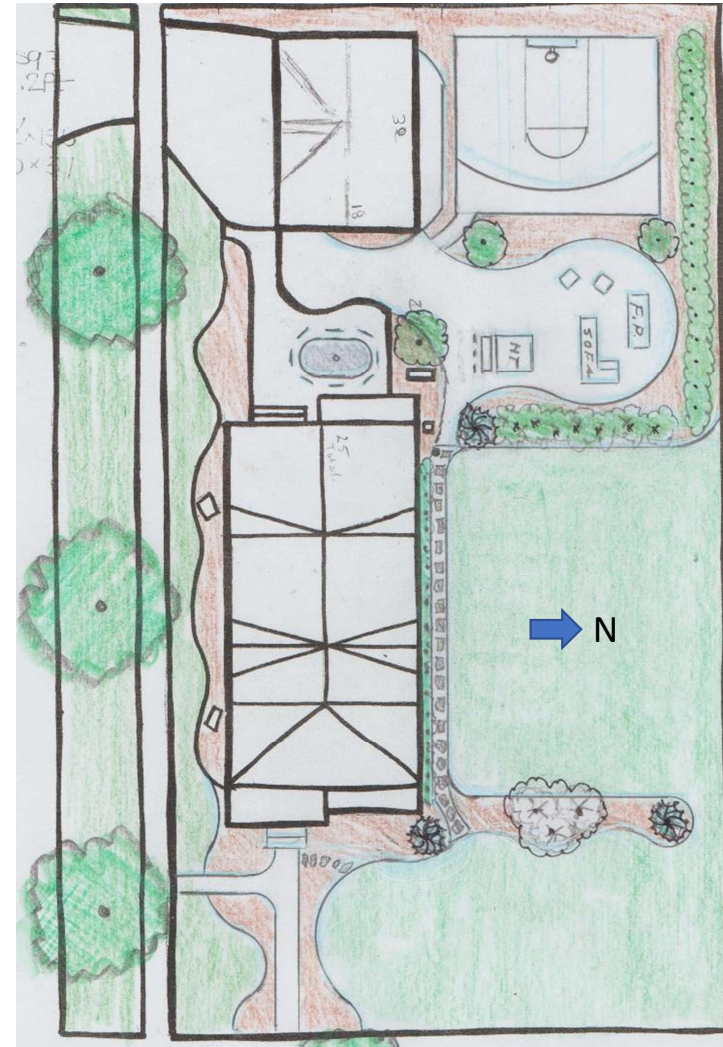
Summary

- 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?

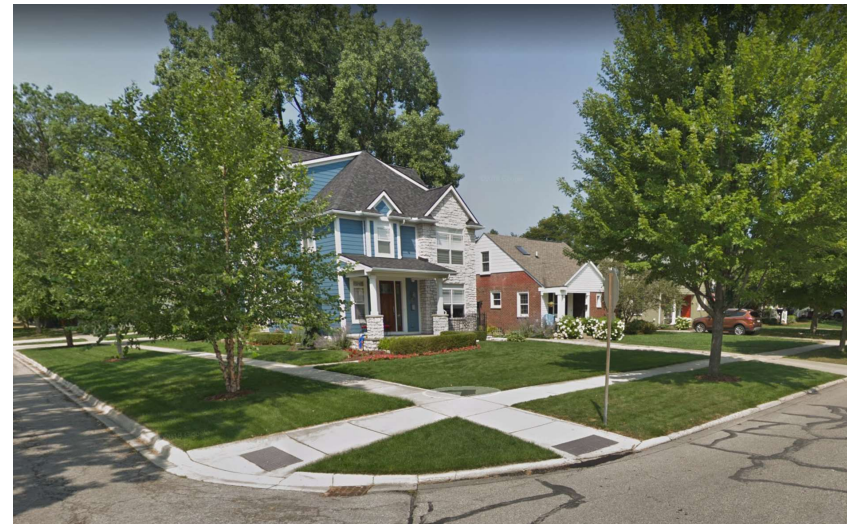
Longstanding Zoning Ordinance 2.07 C (j) prevents us from carrying out plan on an uncombined Lot

- 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.



Black Jeep disregards stop sign on Southlawn.



White SUV disregards stop sign on Bates.



Black SUV 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

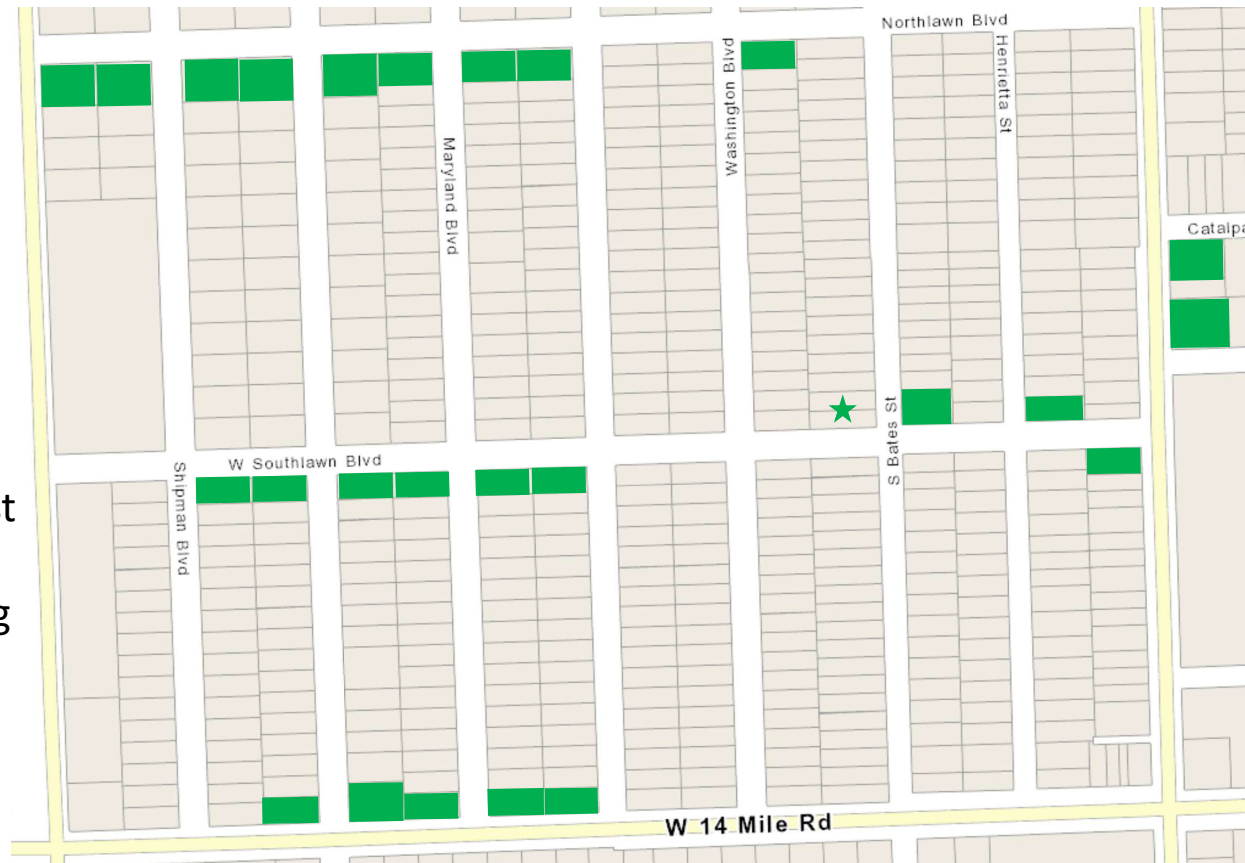


1695 S Bates



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*



Legend

- 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:

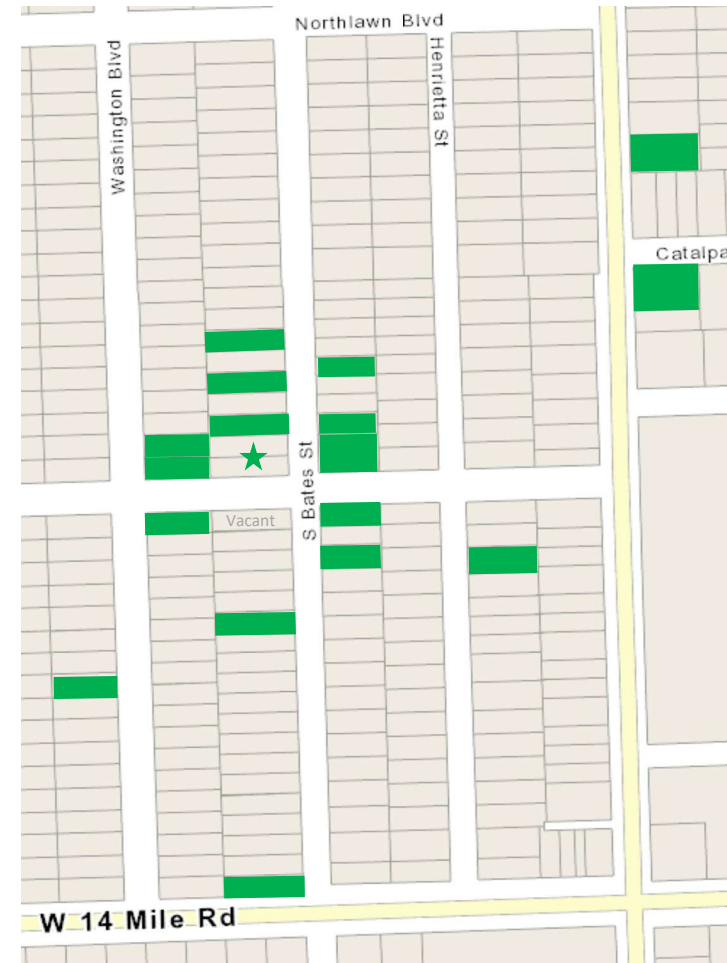
“Southlawn is not overly safe given that although there is a stop sign at Bates, there is only a yield at Washington and Southlawn...Katie and Harry take such pride in their home and property, beautifully maintaining the house itself as well as having immaculate landscaping. I am confident that anything 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.”



Legend

■ Provided letter of support

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

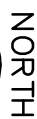
Bruce R. Johnson, B.C.O. | Building Official | 248.530.1842 (office) | 248.530.1292 (fax)
Get the latest news from the City of Birmingham delivered to your inbox.

Visit <http://bhamgov.org/bhamnews> to sign up.

PROPOSED FRONT SETBACK = 40.0'

- | | |
|-----|----------------|
| 02 | SETBACK DETAIL |
| G-1 | SCALE: N.T.S. |

1 inch = 20 ft.



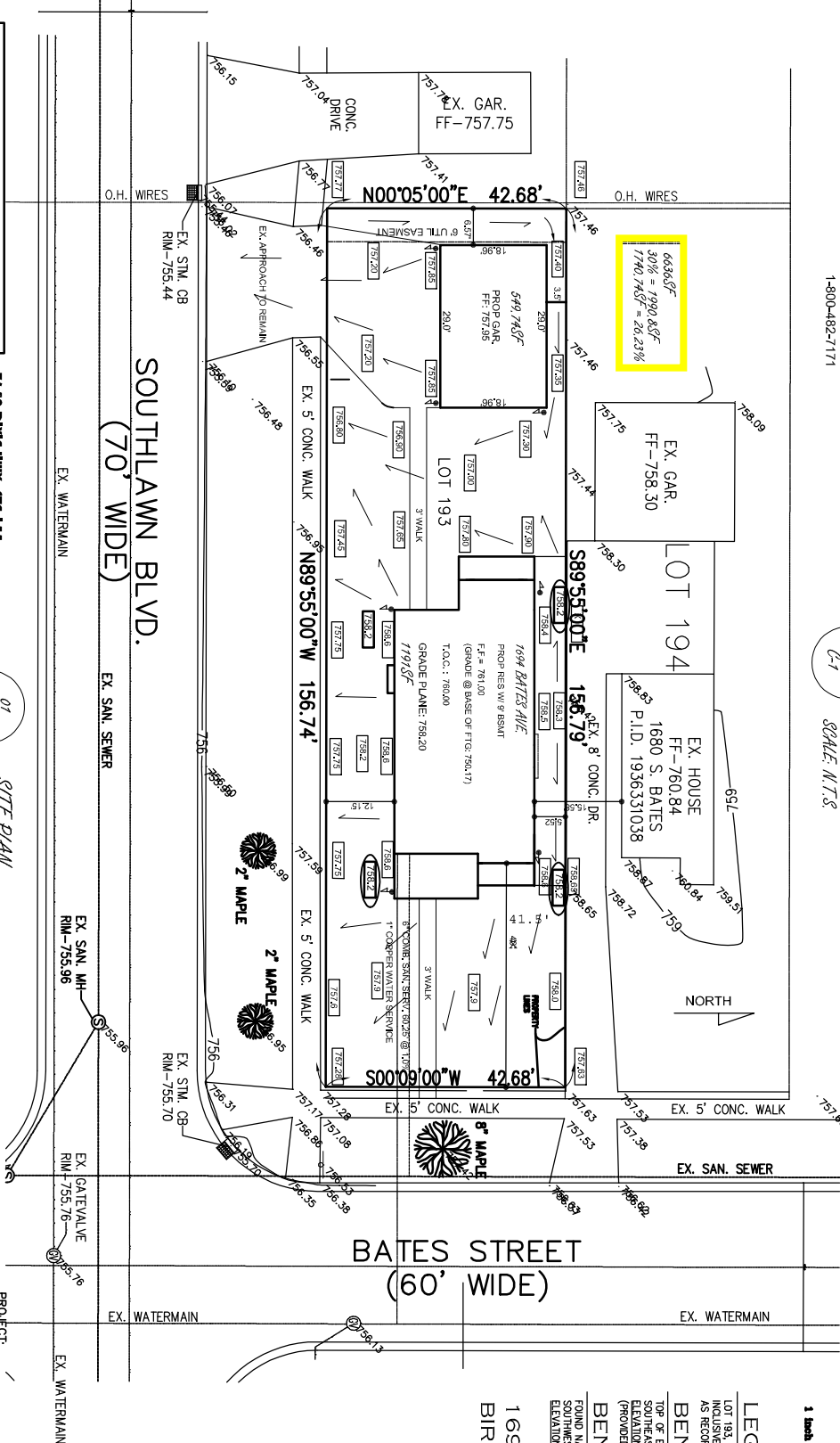
LOT 193, EXCEPT THE EASTERLY 2.00 FEET OF THE RE-SUBDIVISION OF LOTS 1 TO 94 INCLUSIVE AND LOT 104 TO 149 INCLUSIVE, OF BIRMINGHAM-LINCOLN LOTS SUBDIVISION, AS RECORDED IN LIBER 37, PAGE 5 OF PLATS, OAKLAND COUNTY RECORDS.

BENCHMARK NO. 1

TOP OF ELEVATION REFERENCE MARKER LOCATED IN THE SIDEWALK AT THE
SOUTHEAST CORNER OF LINCOLN STREET & PIERCE STREET
ELEVATION - 767.34 U.S.G.S. DATUM
(PROVIDED BY CITY OF BIRMINGHAM ENGINEERING DEPARTMENT)

FOUND NAIL IN NORTHEAST FACE OF UTILITY POLE LOCATED AT THE
SOUTHWEST CORNER OF BATES STREET AND SOUTHLAWN BLVD.
ELEVATION-757.34 U.S.G.S. DATUM

PROJECT NUMBER: 1694
SHEET NUMBER: 2



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 (ft)	Depth (ft)	Area (sqft)		
1	West side of Bates - 14 Mile to Southlawn	45	159	7155	65	East side of Washington - Northlawn to Southlawn	67.3	130	8749	132	East side of Stanley and West side of Washington - Northlawn to Southlawn	50	130	6500		
2		45		7155	66		50		6500	133		50		6500		
3		44		6996	67		50		6500	134		50		6500		
4		43		6837	68		50		6500	135		50		6500		
5		43		6837	69		50		6500	136		50		6500		
6		43		6837	70		50		6500	137		50		6500		
7		43		6837	71		48		6240	138		50		6500		
8		43		6837	72		48		6240	139		50		6500		
9		43		6837	73		47		6110	140		50		6500		
10		43		6837	74		47		6110	141		50		6500		
11		43		6837	75		47		6110	142		50		6500		
12		43		6837	76		47		6110	143		50		6500		
13		43		6837	77		47		6110	144		50		6500		
14		43		6837	78		47		6110	145		50		6500		
15		43		6837	79		47		6110	146		50		6500		
16		43		6837	80		46		5980	147		50		6500		
17		43		6837	81		46		5980	148		50		6500		
18		43		6837	82		46		5980	149		50		6500		
19		43		6837	83		46		5980	150		50		6500		
20	West side of Bates - Southlawn to Northlawn	50	130	8000	84	East side of Washington - 14 Mile to Southlawn	45	130	5850	151	East side of Stanley and West side of Washington - Northlawn to Southlawn	50	130	6500		
21		48		160	7680		85		45	5850		152		50	6500	
22		48		160	7680		86		45	5850		153		50	6500	
23		48		160	7680		87		45	5850		154		50	6500	
24		47		160	7520		88		45	5850		155		50	6500	
25		48		159	7632		89		45	5850		156		47	6110	
26		48		159	7632		90		45	5850		157		47	6110	
27		48		159	7632		91		45	5850		158		47	6110	
28		48		159	7632		92		45	5850		159		47	6110	
29		48		159	7632		93		46	5980		160		47	6110	
30		43		159	6837		94		46	5980		161		47	6110	
31		45		157	7065		95		46	5980		162		47	6110	
32		45		157	7065		96		46	5980		163		47	6110	
33		45		157	7065		97		46	5980		164		47	6110	
34		45		157	7065		98		46	5980		165		47	6110	
35		45		157	7065		99		46	5980		166		47	6110	
36		45		157	7065		100		46	5980		167		47	6110	
37		45		157	7065		101		46	5980		168		47	6110	
38		45		157	7065		102		East side of Stanley and West side of Washington - Lincoln to Northlawn	47		130		6110	169	East side of Stanley and West side of Washington - Southlawn to 14 Mile
39	43	157	6751	103	47	6110	170	50		6500						
40	W Bates - Northlawn to Lincoln	55	160	8800	104	47	6110	171		50	6500					
41		55		8800	105	47	6110	172		50	6500					
42		55		8800	106	47	6110	173		50	6500					
43		55		8800	107	47	6110	174		50	6500					
44		50		8000	108	47	6110	175		50	6500					
45		50		8000	109	47	6110	176		50	6500					
46		50		8000	110	47	6110	177		50	6500					
47		50		8000	111	47	6110	178		50	6500					
48		50		8000	112	47	6110	179		50	6500					
49		50		8000	113	47	6110	180		50	6500					
50		50		8000	114	47	6110	181		50	6500					
51		80		129	10320	115	47	6110		182	50		6500			
52		80		129	10320	116	47	6110		183	50		6500			
53		East side of Washington - Lincoln to Northlawn		60	130	7800	117	46		5980	184		50	6500		
54	60		7800	118		46	5980	185		50	6500					
55	60		7800	119		46	5980	186		50	6500					
56	64		8320	120		46	5980	187		50	6500					
57	65		8450	121		46	5980	188		50	6500					
58	65		8450	122		46	5980	189		50	6500					
59	65		8450	123		46	5980	190		50	6500					
60	65		8450	124		46	5980	191		50	6500					
61	50		6500	125		46	5980	192		46	5980					
62	50		6500	126		46	5980	193		46	5980					
63	48		6240	127		46	5980	194		46	5980					
64	48		6240	128		46	5980	195		46	5980					
Avg. Area of a lot in Lincoln Lots (sqft)					129	46	5980	196		46	5980					
					130	47.35	6155.5	197		46	5980					
					131	48	6240	198		46	5980					
										199	46		5980			
										200	46		5980			
										201	46		5980			
										202	46		5980			
										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	Replace the area of these smaller Brightlawn lots with the average area of a Lincoln Lots lot.		6627
1751 S. Bates			6627
1737 S. Bates			6627
1721 S. Bates			6627
1717 S. Bates			6627
1675 S. Bates			6627
1657 S. Bates			6627
1635 S. Bates			6627
1619 S. Bates			6627
1607 S. Bates			6627
1587 S. Bates			6627
1561 S. Bates			6627
Avg. Lot Area (sqft):			6919.0
2x Avg. Lot 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>)

Lot#	Street	Width (ft)	Depth (ft)	Area (sqft)
1	East side of Bates - North of Southlawn (1/2 block)	40	120	4800
2		40		4800
3		40		4800
4		40		4800
5		40		4800
6		40		4800
7		40		4800
8		44.5		5340
9		81.3		9756
10	East side of Bates - Southlawn to 14 Mile (1/2 block)	44	120	5280
11		40		4800
12		50		6000
13		50		6000
14		50		6000
15		50		6000
16		50		6000
17		50		6000
18		50		6000
19		50		6000
20		50		6000
21		50		6000
22		55		6600
23		55		6600
24		55		6600
25		55		6600
26	West side of Henrietta - North of Southlawn	40	120	4800
27		40		4800
28		40		4800
29		40		4800
30		40		4800
31		50		6000
32		50		6000
33		50		6000
34	West side of Henrietta - Southlawn to 14 Mile	56.3	120	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		50		6000
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	East side of Henrietta - North of Southlawn (1/2 block)	50	130	6500
52		50		6500
53		50		6500
54		50		6500
55		57		7410
56	West side of Pierce - North of Southlawn (1/2 block)	60	130	7800
57		54		7020
58		53		6890
59		53		6890
60		37		4810
61	East side of Henrietta - Southlawn to 14 Mile	42.5	140	5950
62		47		6580
63		57		7980
64		50		7000
65		40		5600
66		40		5600
67		40		5600
68		60		8400
69		60		8400
70		50		7000
71		50		7000
72		50		7000
73		50		7000
74		50		7000
75		55		7700
76		55		7700
77	West side of Pierce - Southlawn to 14 Mile	61	130	7930
78		40		5200
79		40		5200
80		60		7800
81		40		5200
82		40		5200
83		60		7800
84		40		5200
85		40		5200
86		60		7800
87		40		5200
88		40		5200
89		40		5200

Avg. Area of a lot in Brightlawn (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

Address	Corner Lot Width (ft)	Interior Lot Widths (ft) for Same Block	How much wider is the 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%
1695 S Bates	81.3	No standard. 44% 40ft lots 50% 50ft lots, 6% 70ft lot. Weighted average 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%
1710 Pierce	61	Mixed. 75% 40ft lots, 25% 60ft lots. Weighted average 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%



Bedient 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.

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* <ul style="list-style-type: none"> Single Family Residential All Other Zoning Districts 	\$310 \$510
Community Impact Study Review*	\$2,050
Design Review*	\$350
Division/Combination of Platted Lots	$\$200 \times 2 = \400
Historic District Review* <ul style="list-style-type: none"> Single Family Residential All Other Zoning Districts 	No Charge \$350
Public Notice Sign <ul style="list-style-type: none"> Notice Sign Rental Returnable Sign Bond 	\$50 \$100 → \$150 total
Preliminary/Final Site Plan Review <ul style="list-style-type: none"> R4 – R8 Zoning District Nonresidential Districts 	\$850, plus \$50 per dwelling unit \$1,050, plus \$50 per acre or portion of acre
Special Land Use Permit* <ul style="list-style-type: none"> Plus Site Plan Review Plus Design Review Plus Publish of Legal Notice Plus Sign Rental and Deposit 	\$800 \$1,050 \$350 \$450 \$150 → \$2,800 total
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 5th, 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.

Thank you,

Printed Name: Kelly Frank

Address: 1044 Clark St.

Birmingham, MI
48009

Signature: Kelly Frank

Date: January 5th, 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

January _____, 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.

Thank you,

Printed Name: THAO ANDERSON

Address: 1786 S. BATES

Birmingham, MI
48009

Signature: 

Date: 1/6/2020, 2020

January _____, 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.

Thank you,

Printed Name: Jiani Wallace

Address: 1735 Henrietta St. ~~Bates~~ Birmingham formerly lived in
Birmingham, MI 48009 1675 S Bates streets

Signature: Jiani Wallace

Date: 1-6, 2020

January 6, 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.

Thank you,

Printed Name: Elisabeth Banks

Address: 1590 Bates

Birmingham, MI
48009

Signature: 

Date: Jan 6, 2020

January _____, 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.

Thank you,

Printed Name: Jennifer Champion

Address: 1208 S. Bates St.

Birmingham, MI
48009

Signature: Jennifer Champion

Date: 1/7/20, 2020

January ____, 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.

Thank you,

Printed Name:

Rachel Hoomaian

Address:

1469 Pierce St

Birmingham, MI
48009

Signature:

Rachel S. Hoomaian

Date:

1/7, 2020

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:

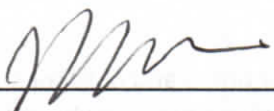
I support the Pearce's plan to combine their properties at 1680 and 1698 S. Bates for the purpose of expanding their outdoor space and providing their children a safe place to play away from the street. Their proposal for improvements to the yard, including patio space, a small sports court, and an outdoor gas fireplace feature is reasonable and should be approved.

Thank you,

Printed Name: Julie Rosenfelder

Address: 1717 S. Bates

Birmingham, MI
48009

Signature:  - 248.227.8321

Date: 1/7, 2020

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.

Thank you,

Printed Name: Tiffany Glime

Address: 1737 S. Bates St.

Birmingham, MI
48009

Signature: Tiffany Glime

248-930-5656 cell

Date: Jan. 7th, 2020

January _____, 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.

Thank you,

Printed Name: MARTINA FATTORINI

Address: 1675 SOUTH BATES ST

Birmingham, MI
48009

Signature: Martina Fattorini

Date: 01/08, 2020

Ralph & Christine Price

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:

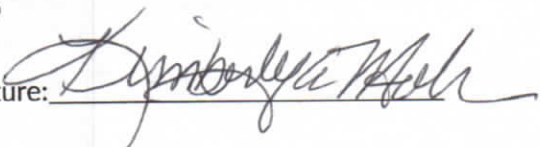
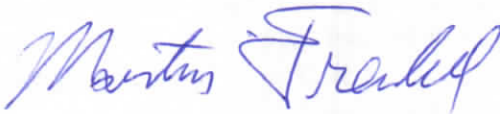
I support the Pearce's plan to combine their properties at 1680 and 1698 S. Bates for the purpose of expanding their outdoor space and providing their children a safe place to play away from the street. Their proposal for improvements to the yard, including patio space, a small sports court, and an outdoor gas fireplace feature is reasonable and should be approved.

Thank you,

Printed Name: Martin Frenkel / Kimberly Miller

Address: 1709 Washington Blvd

Birmingham, MI
48009

Signature:  . 

Date: 1-10-, 2020

1-10-2020

We support the Pearce's request and believe the proposed use is consistent with the neighborhood.

1680/1698 s. Bates

From: Deborah Holfca (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 Holfca 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 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

kw | **DOMAIN**

LUXURY HOMES INTERNATIONAL

210 S. OLD WOODWARD | SUITE 200 | BIRMINGHAM, MI | 48009

January _____, 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.

Thank you,

Printed Name:

Sue Morrison

Address:

1619 S. BATES

Birmingham, MI
48009

Signature:

[Signature]

Date:

1-19-

2020

January _____, 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.

Thank you,

Printed Name: Deborah Lail

Address: 1622 Bates

Birmingham, MI
48009

Signature: Deborah D. Lail

Date: 1-20-, 2020

✓ I think it would be a
great addition to the neighbors

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 (careylarson@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

January 4, 2020

February _____, 2020

City of Birmingham

151 Martin St.

P.O. Box 3001

Birmingham, MI 48012

Dear Neighbor,

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: LONG

Address: 1570 S. Bates

Birmingham, MI

48009

Signature: Laurie Long

Date: 2/24/20, 2020

Sincerely,
Katie Pearce
248-444-9146

March
February 5, 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.

Thank you,

Printed Name: Shelby Crockett

Address: 1874 SOUTH BATES

Birmingham, MI

48009

Signature: 

Date: March 5, 2020

Sincerely,
Katie Pearce
248-444-9148

February _____, 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.

Thank you,

Printed Name: John Athanas

Address: 1843 S. Bates st

Birmingham, MI
48009

Signature: John Athanas

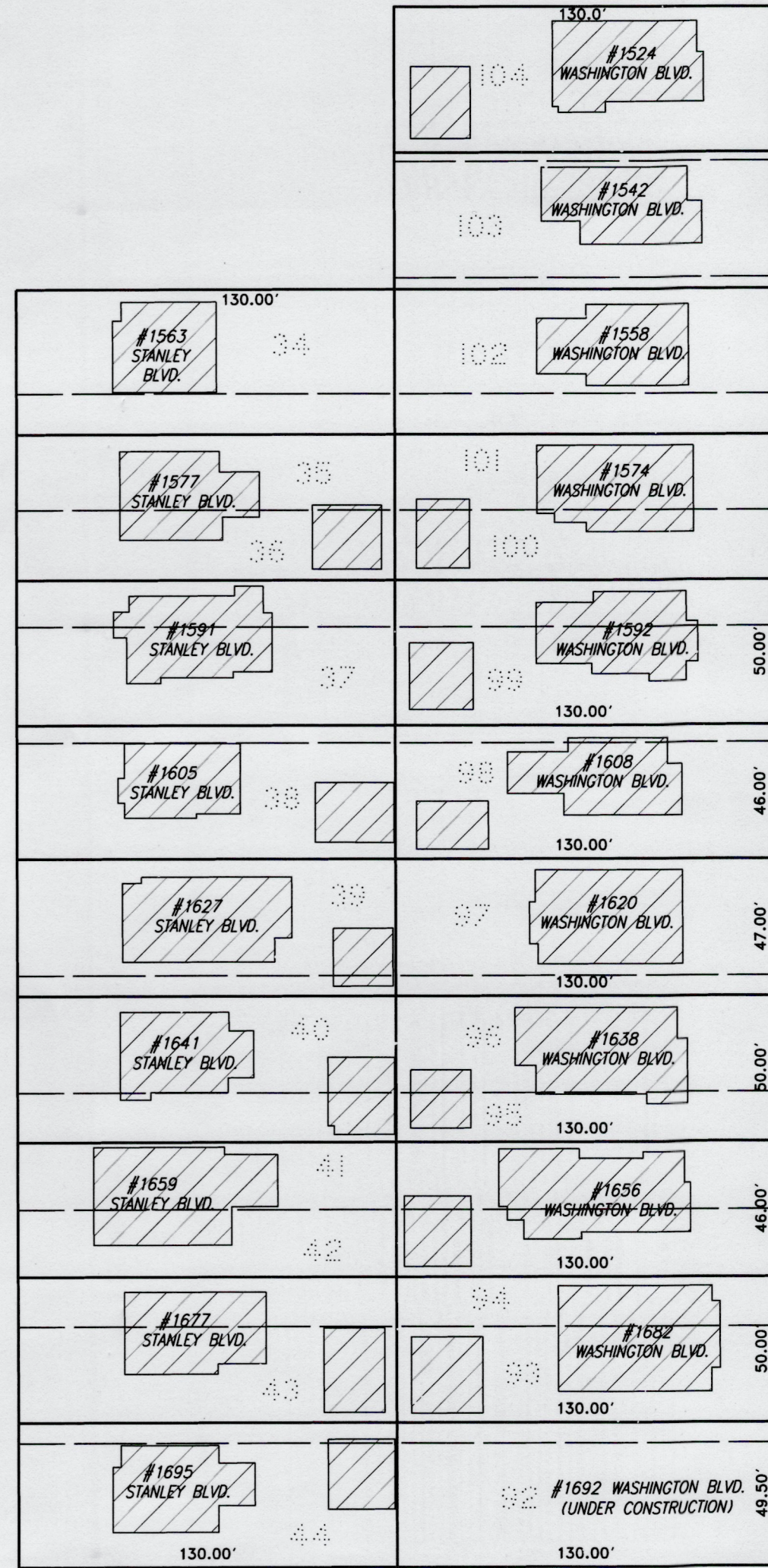
Date: 3/5/20, 2020

January 4, 2020

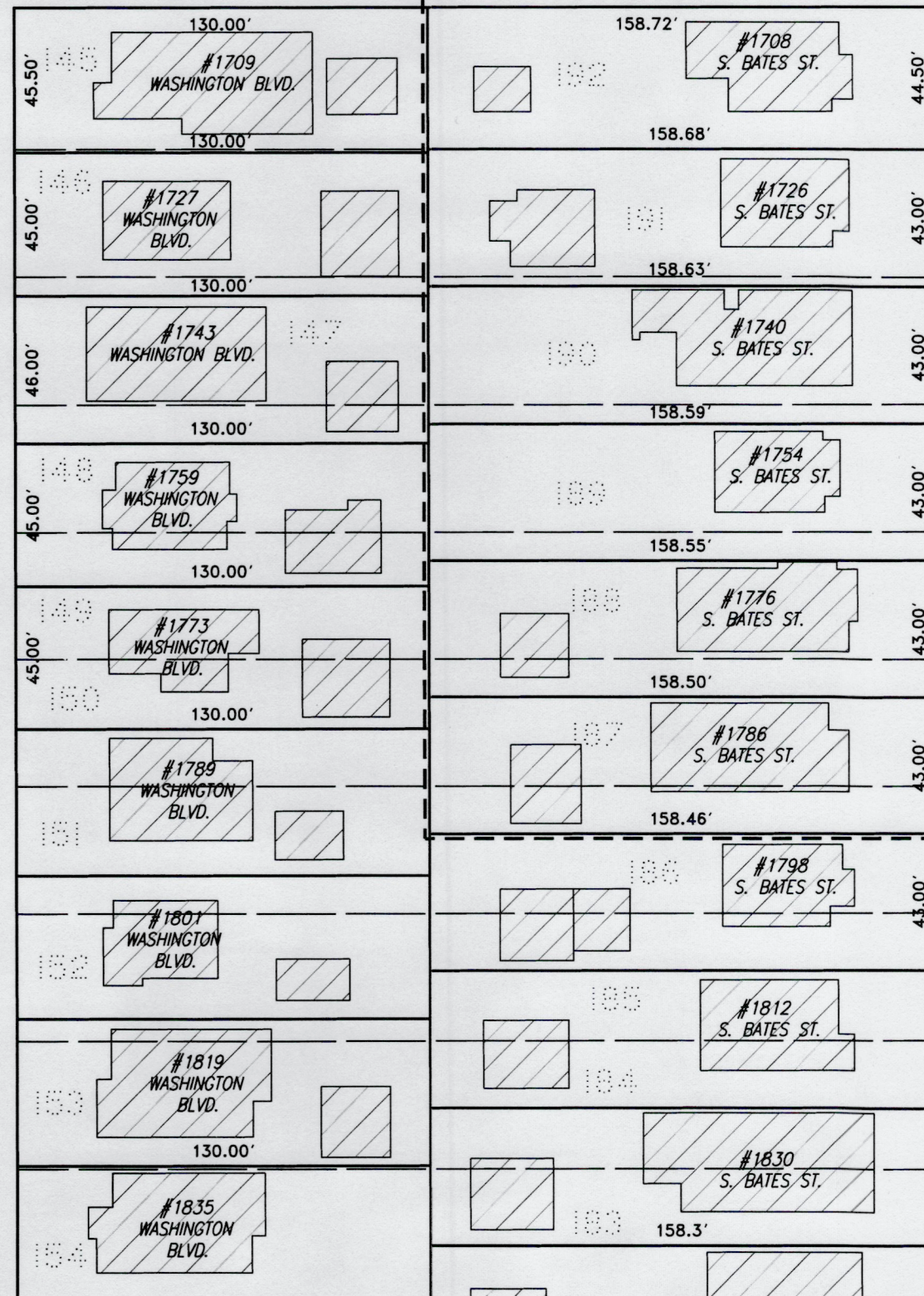
Dear Neighbor,

Sincerely,
Katie Pearce
248-444-9146

STANLEY BOULEVARD



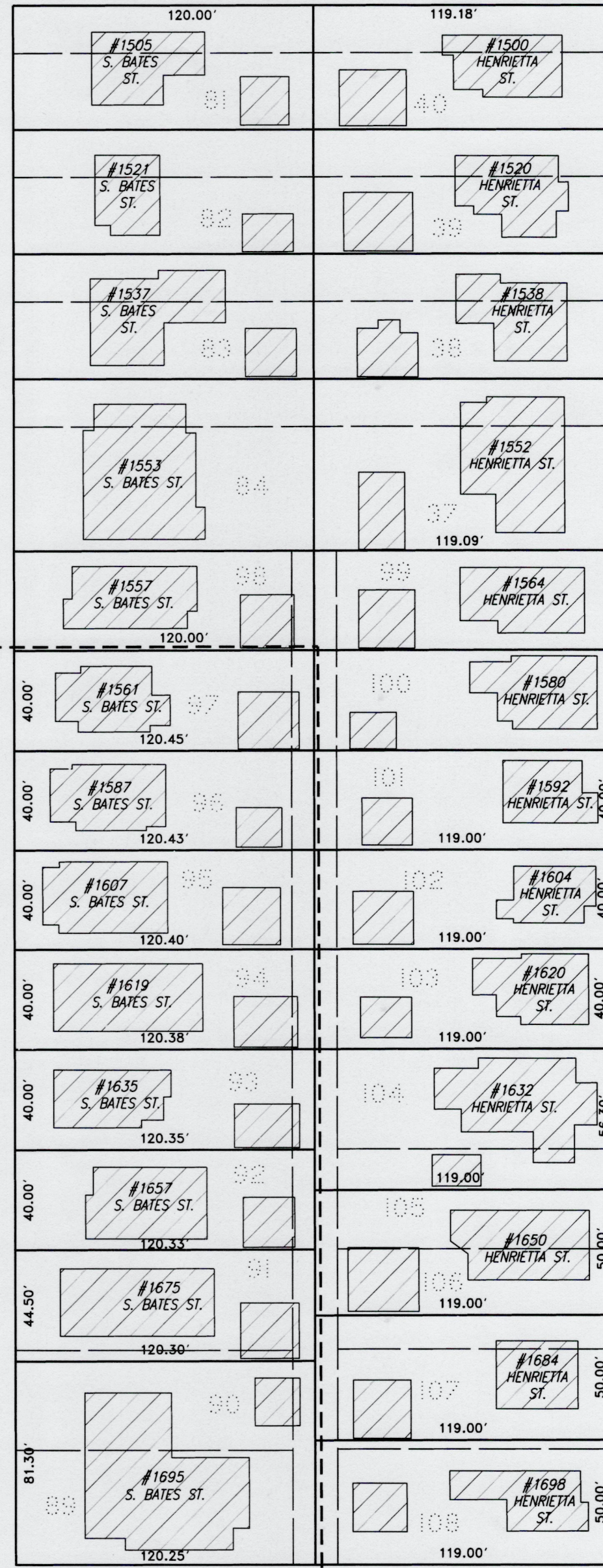
WASHINGTON BOULEVARD 70' WIDE



W. SOUTHLAWN BOULEVARD 70' WIDE

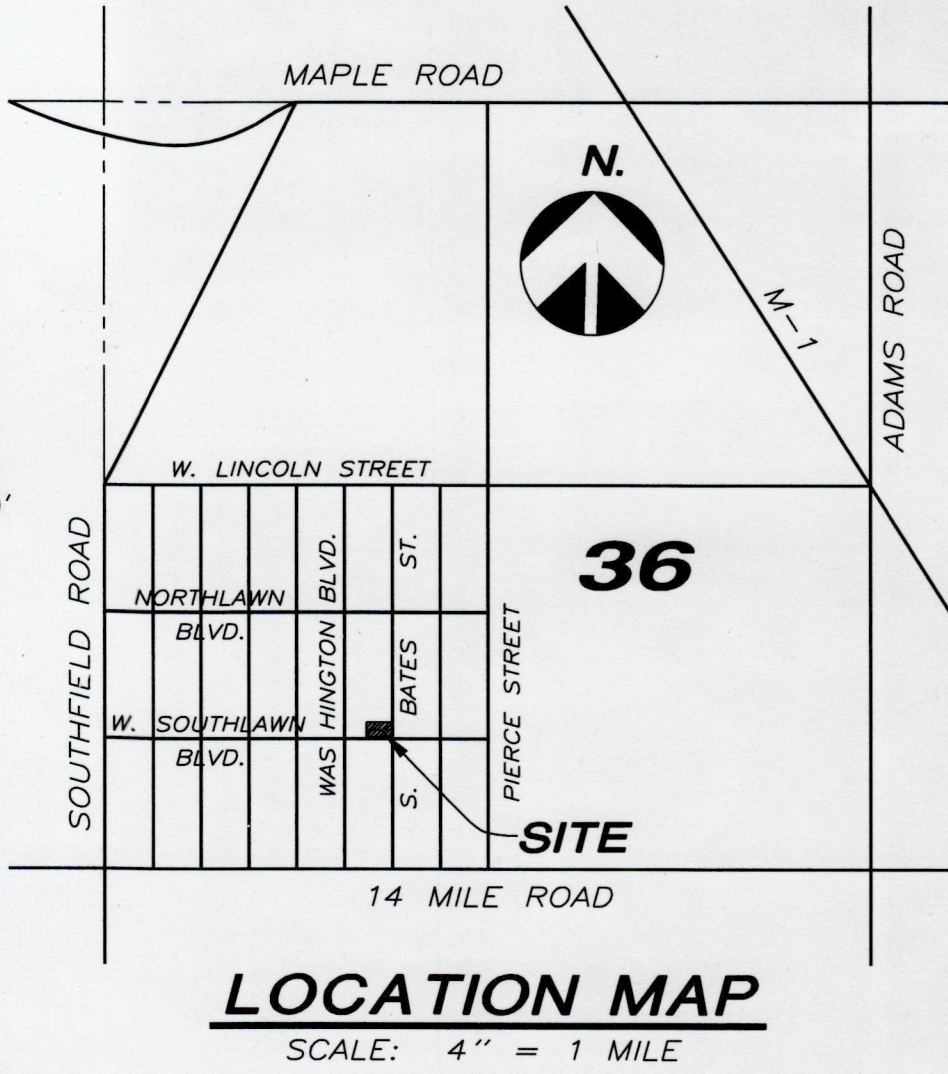
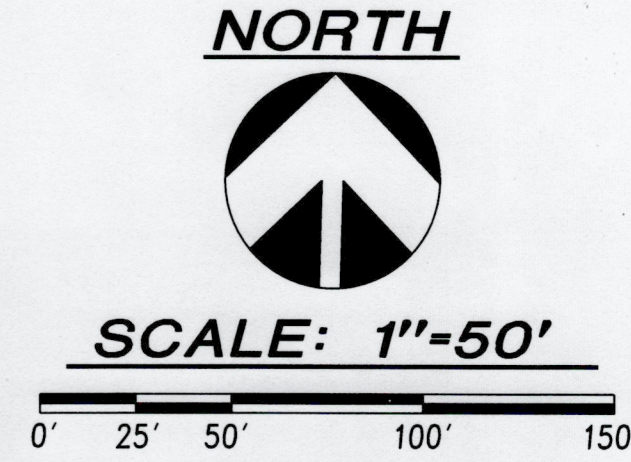
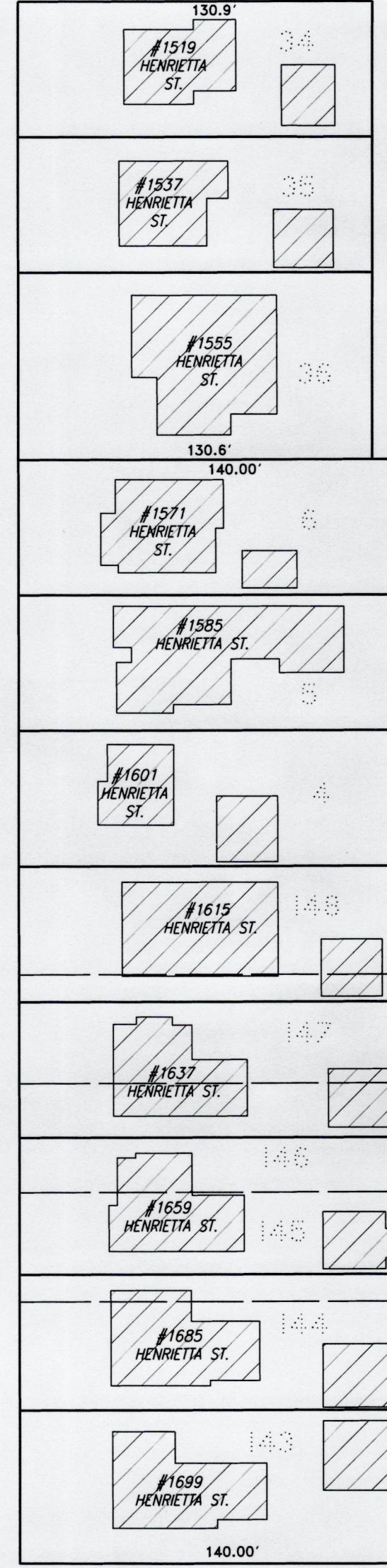
PROPOSED LOT COMBINATION.
SEE PAGE 2 FOR DETAIL.

S. BATES STREET 60' WIDE



HOUSES WITHIN
300' OF STREET.
SEE TABLE FOR
CALCULATIONS.

HENRIETTA STREET 50' WIDE



PROPERTY DESCRIPTION

Parcel 19-36-331-038
Lot 194 and the South five feet of Lot 195 except the East two feet of both lots 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.

Parcel 19-36-331-039
Lot 193 except the East two feet 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.

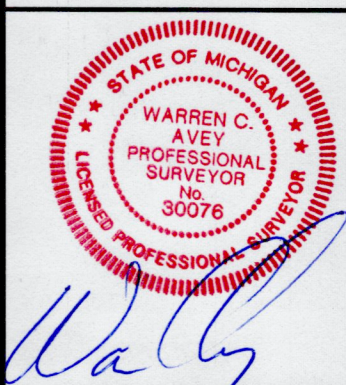
Proposed Combination
Lots 193, 194 and the South five feet of Lot 195 except the East two feet of each lot according to the plat "Re-Subdivision of Lots 1 to 84 inclusive and 104 to 149 inclusive of Birmingham-Lincoln Lots Subdivision" of part of the East 1/2 of the Southwest 1/4 of Section 36, T.2N., R.10E., Bloomfield Township, Oakland County, Michigan as recorded in the Liber 37, Page 5 of the Oakland County Records.

ADDRESS	WIDTH (FEET)	AREA (S.F.)
1786 BATES	43.0	6,815
1763 BATES	50.0	6,004
1776 BATES	43.0	6,817
1754 BATES	43.0	6,819
1751 BATES	50.0	6,006
1740 BATES	43.0	6,820
1737 BATES	50.0	6,007
1726 BATES	43.0	6,822
1721 BATES	40.0	4,807
1717 BATES	44.0	5,248
1708 BATES	44.5	7,062
1695 BATES	81.3	9,778
1675 BATES	44.5	5,354
1668 BATES	45.0	7,059
1657 BATES	40.0	4,814
1646 BATES	45.0	7,060
1635 BATES	40.0	4,815
1622 BATES	45.0	7,061
1619 BATES	40.0	4,816
1610 BATES	45.0	7,063
1607 BATES	40.0	4,817
1590 BATES	45.0	7,064
1587 BATES	40.0	4,818
1570 BATES	45.0	7,065
1562 BATES	45.0	7,066
1561 BATES	40.0	4,818
AVG.	45.17	6,257.5
2 X AVG.	90.33	12,515
PROPOSED LOT	87.68	13,750

OVERALL
NEIGHBORHOOD
PART OF THE S.W. 1/4 OF SECTION 36
T.2N., R.10E., CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN

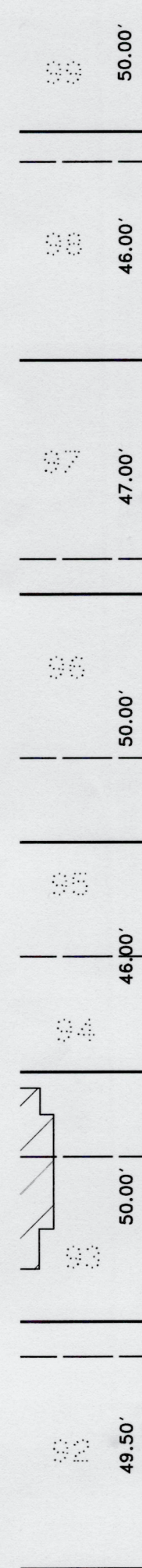
BY: _____
DATE: _____
191209-10185
JOB NO. _____
Date 1-22-2020
Scale 1"=50'
Drawn DKZ
Check W.C.A.
Sheet 1 of 2
Fid. Bk. _____

PROPOSED
LOT COMBINATION
FOR: KATHERINE PEARCE
1698 S. BATES STREET
BIRMINGHAM, MI 48009
(248) 444-9146

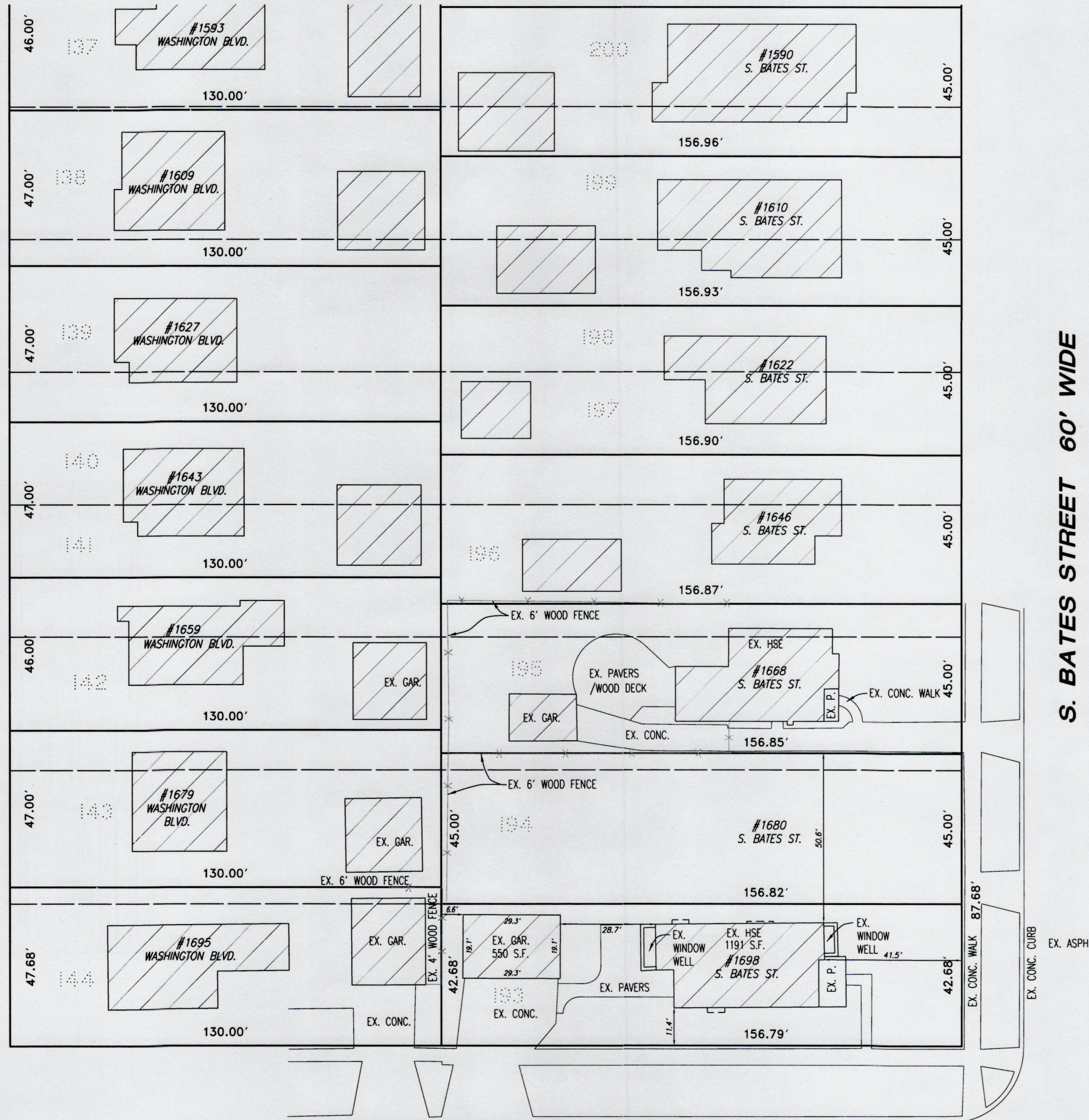


PHONE 586 731-8030
FAX 586 731-2605
URBAN
LAND
CONSULTANTS ©
CIVIL ENGINEERS PLANNERS LAND SURVEYORS
8800 23 MILE ROAD SHELBY TWP., MI 48316-4516

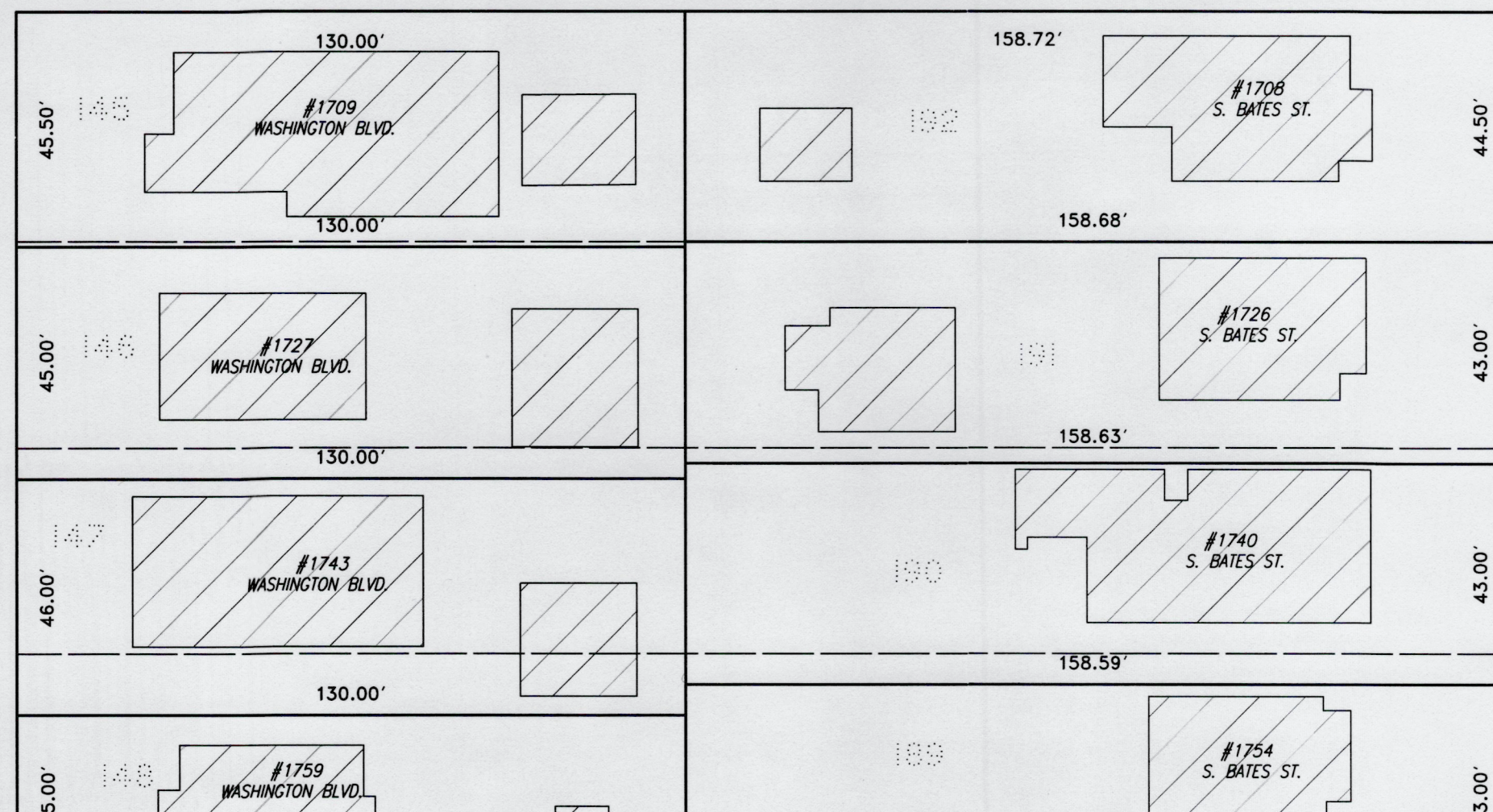
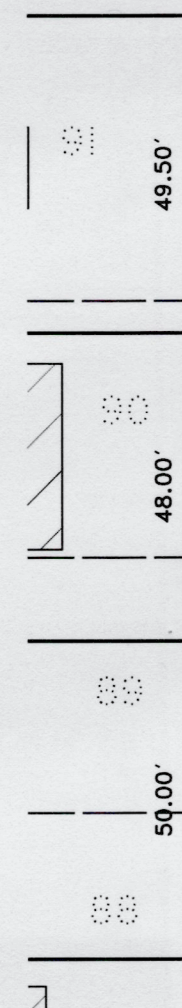
K:\2019\12191209\SURVEY\LOCAL.dwg 1/1/2020 8:45:59 AM DWG To PDF.pd



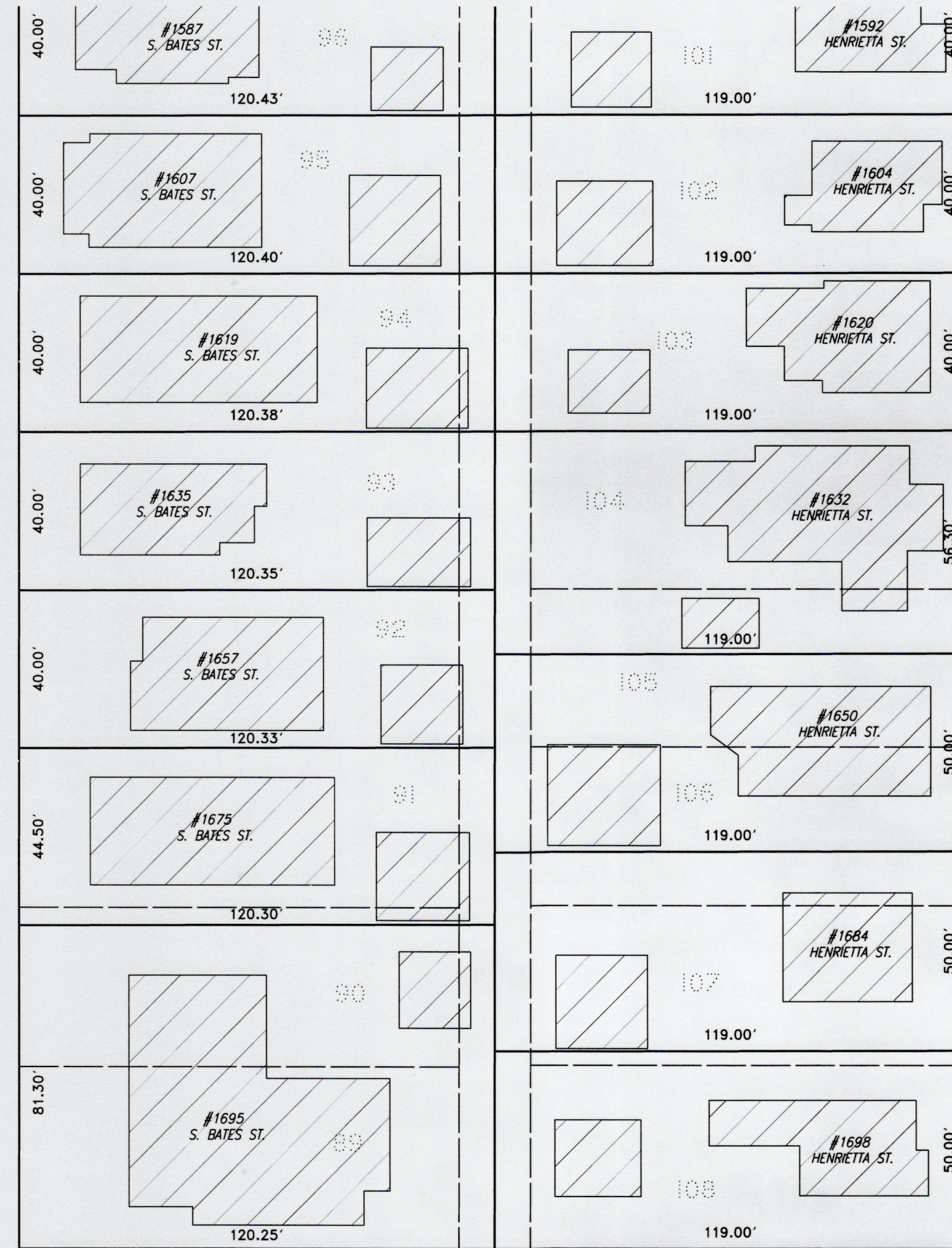
WASHINGTON BOULEVARD 70' WIDE



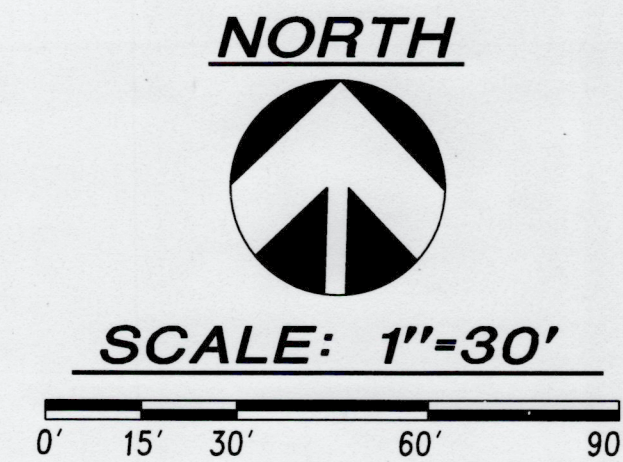
W. SOUTHLAWN BOULEVARD 70' WIDE



S. BATES STREET 60' WIDE



HENRIETTA STREET 50' WIDE



PROPERTY DESCRIPTION

Parcel 19-36-331-038
Lot 194 and the South five feet of Lot 195 except the East two feet of both lots 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.

Parcel 19-36-331-039
Lot 193 except the East two feet 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 Combination
Lots 193, 194 and the South five feet of Lot 195 except the East two feet of 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.

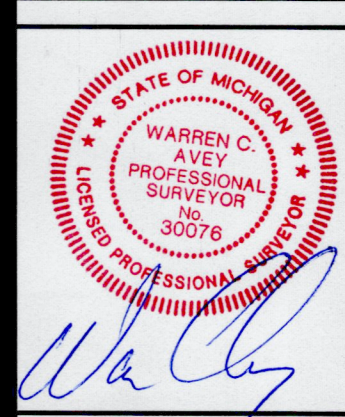
R-2 ZONING REQUIREMENTS

- MINIMUM LOT AREA: 6,000 S.F.
- MINIMUM OPEN SPACE: 40%
- MINIMUM LOT COVERAGE: 30%
- MINIMUM FRONT SETBACK: AVERAGE OF 200' OR 25'
- MINIMUM REAR SETBACK: 30'
- MINIMUM COMBINED FRONT & REAR: 55'
- MINIMUM SIDE YARD: LARGER OF 9' OR 10% OF TOT. LOT WIDTH (ONE SIDE) LARGER OF 14' OR 25% OF TOT. LOT WIDTH (BOTH SIDES)

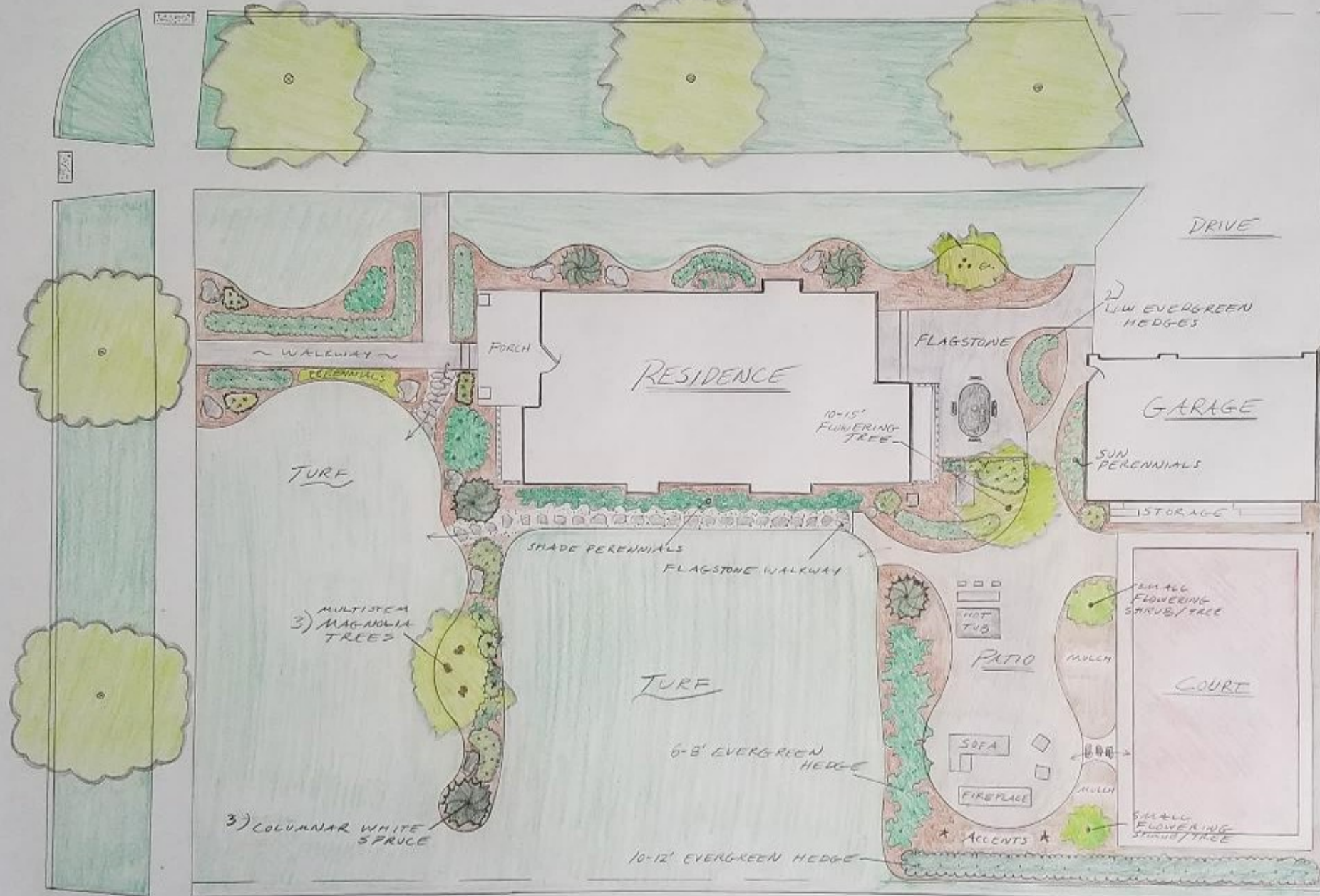
LOCAL NEIGHBORHOOD
PART OF THE S.W. 1/4 OF SECTION 36
T.2N., R.10E., CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN

DATE	ADDITIONS AND/OR REVISIONS	BY:
19/209-10/65	Job No.	
Date 1-31-2020	Scale 1"=20'	
Drawn DKZ	Check W.C.A.	
Sheet 2 OF 2	Fld. Bk.	

PROPOSED LOT COMBINATION
FOR: KATHERINE PEARCE
1698 S. BATES STREET
BIRMINGHAM, MI 48009
(248) 444-9146

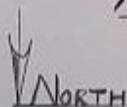


URBAN LAND CONSULTANTS
CIVIL ENGINEERS PLANNERS LAND SURVEYORS
8800 23 MILE ROAD SHELBY TWP., MI 48316-4516
PHONE 586 731-8030 FAX 586 731-2605



KEY:

- = MATCH EXISTING OUTCROPPING
- = VARIETIES OF ORNAMENTAL GRASS
- = SMALL FLOWERING SHRUBS
- = LOW SPREADING EVERGREENS



PEARCE RESIDENCE

1698 S. BATES, BIRMINGHAM, AL 35209

SCALE: 1/8" = 10'

JANUARY 2020



S. BATES ST.

EAST ELEVATION PERSPECTIVE



Item #M49900098

Superior VRE4600 Linear Outdoor Gas Fireplace

By: Superior Products

[FAQs](#) | [Reviews\(0\)](#)

- ✓ 1. Gas Type *

Natural Gas

▼
- ✓ 2. Size *

36"

▼
- ✓ 3. Fireglass *

Diamond Crystal Fire Glass

▼
- ✓ 4. Weather Cover *

No Thank You

▼
5. Remote *

▼

*Required

In Stock

Add to cart for shipping information

Free Freight Shipping

Qty	1
-----	---

\$3,079.80

DATE: March 1, 2020

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director

SUBJECT: 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 APPROVE 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



MEMORANDUM

Planning Division

DATE: February 27th, 2020

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 Existing Land Use - 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 Existing Zoning – 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 Summary of Land Use and Zoning - 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 Screening – No changes are proposed.
 - 2.2 Landscaping – 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 Parking – As the subject site is located within the Parking Assessment District, the applicant is not required to provide on-site parking.
- 3.2 Loading – No changes are proposed.
- 3.3 Vehicular Access & Circulation - Vehicular access to the building will not be altered.
- 3.4 Pedestrian Access & Circulation – No changes proposed.
- 3.5 Streetscape – 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 Engineering Division – Comments will be provided by Thursday February 27th, 2020.
- 5.2 Department of Public Services – Comments will be provided by Thursday February 27th, 2020.
- 5.3 Fire Department – Comments will be provided by Thursday February 27th, 2020.
- 5.4 Police Department - Comments will be provided by Thursday February 27th, 2020.
- 5.5 Building Department - 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 be made of high quality wood and metal, therefore satisfying the outdoor dining requirements.

Signage

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. _____

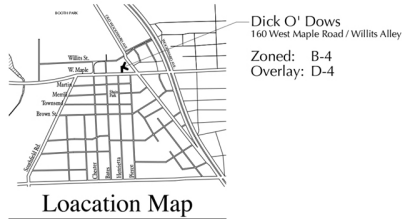
OR

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. _____
-

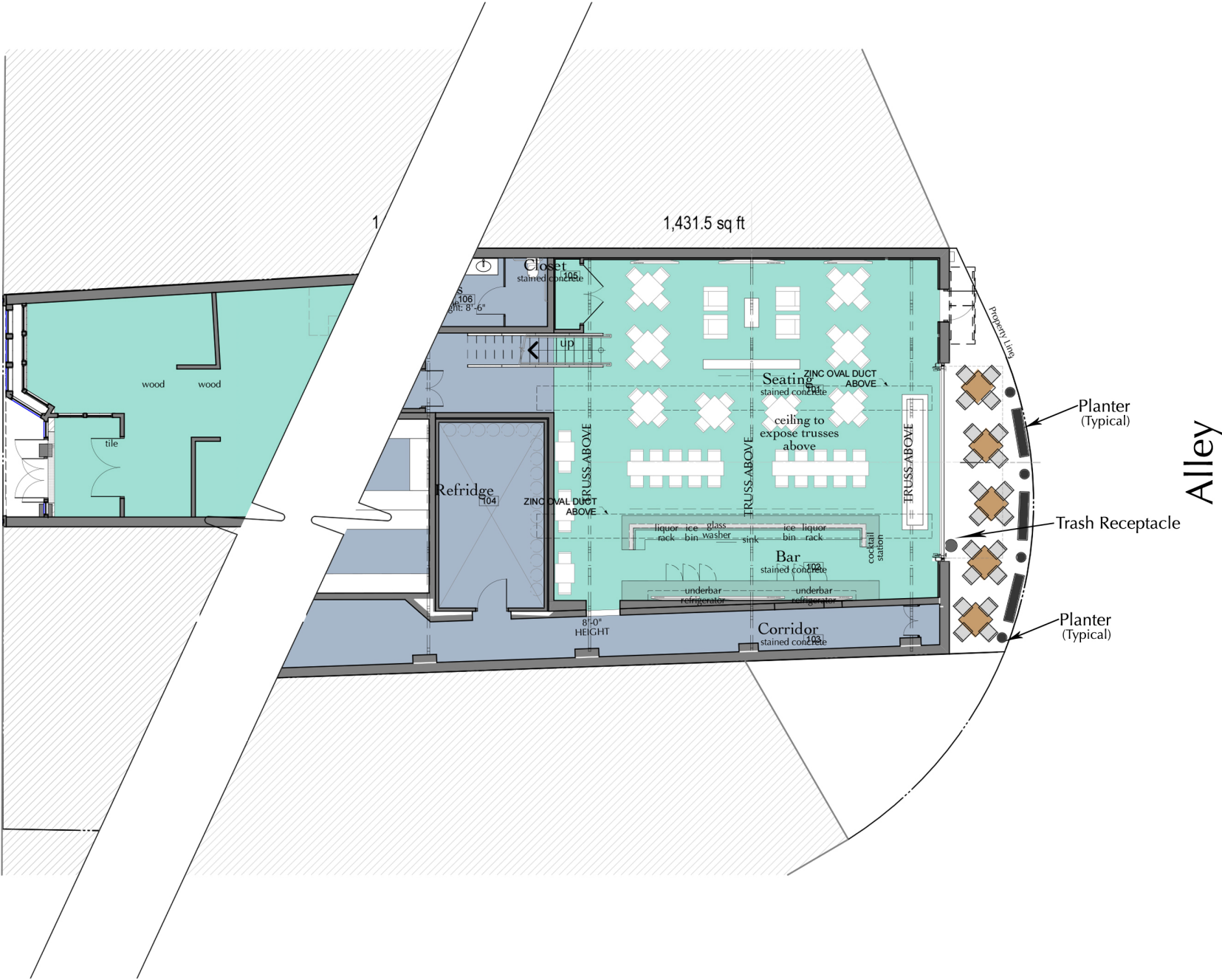
O' Dow's Exchange

160 West Maple Road / Willits Alley
Birmingham, Michigan 48009



Site Plan

West Maple



1st Floor - Proposed

1/8" = 1'-0"



CHRISTOPHER J. LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940









Special Land Use Permit Application

Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: Mitch Black
Address: 160 W. Maple
Birmingham, AL 48009
Phone Number: 248-227-3840
Fax Number: _____
Email address: semblack@sbcglobal.net

3. Applicant's Attorney/Contact Person

Name: Mitch Black
Address: 160 West Maple
Birmingham, AL 48009
Phone Number: 248-227-3840
Fax Number: _____
Email address: _____

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - i. 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 LEVIN Prop LLC
Address: 22519 FIDDLERS COVE RD
BEVERLY HILLS, MD 48025
Phone Number: (248) 766-2226
Fax Number: _____
Email address: levinsons3@yahoo.com

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)

OUTDOOR TABLE SEATING ON OWN PROPERTY

8. Buildings and Structures

Number of Buildings on Site: 1
Height of Buildings & # of Stories: _____

Use of Buildings: _____
Height of Rooftop Mechanical Equipment: _____

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: _____
Number of square feet per upper floor: _____
Total floor area: _____
Floor area ratio (total floor area ÷ total land area): _____
Open space: _____
Percent of open space: _____

Office Space: _____
Retail Space: _____
Industrial Space: _____
Assembly Space: _____
Seating Capacity: _____
Maximum Occupancy Load: _____

Proposed Residential Structures:

Total number of units: _____
Number of one bedroom units: _____
Number of two bedroom units: _____
Number of three bedroom units: _____
Open space: _____
Percent of open space: _____

Rental units or condominiums? _____
Size of one bedroom units: _____
Size of two bedroom units: _____
Size of three bedroom units: _____
Seating Capacity: _____
Maximum Occupancy Load: _____

Proposed Additions:

Total basement floor area, if any, of addition: _____
Number of floors to be added: _____
Square footage added per floor: _____
Total building floor area (including addition): _____
Floor area ratio (total floor area ÷ total land area): _____
Open Space: _____
Percent of open space: _____

Use of addition: _____
Height of addition: _____
Office space in addition: _____
Retail space in addition: _____
Industrial space in addition: _____
Assembly space in addition: _____
Maximum building occupancy load (including addition): _____

10. Required and Proposed Setbacks

Required front setback: _____
Required rear setback: _____
Required total side setback: _____
Side setback: _____

Proposed front setback: _____
Proposed rear setback: _____
Proposed total side setback: _____
Second side setback: _____

11. Required and Proposed Parking

Required number of parking spaces: _____
Typical angle of parking spaces: _____
Typical width of maneuvering lanes: _____
Location of parking on site: _____
Location of parking off site: _____
Number of light standards in parking area: _____
Screenwall material: _____

Proposed number of parking spaces: _____
Typical size of parking spaces: _____
Number of spaces <180 sq. ft.: _____
Number of handicap spaces: _____
Shared parking agreement? _____
Height of light standards in parking area: _____
Height of screenwall: _____

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? _____

Description of benches or planters: _____
Species of existing trees: _____
Species of proposed trees: _____

14. Loading

Required number of loading spaces: _____
Typical angle of loading spaces: _____
Screenwall material: _____
Location of loading spaces on site: _____

Proposed number of loading spaces: _____
Typical size of loading spaces: _____
Height of screenwall: _____
Typical time loading spaces are used: _____

15. Exterior Waste Receptacles

Required number of waste receptacles: _____
Location of waste receptacles: _____
Screenwall material: _____

Proposed number of waste receptacles: _____
Size of waste receptacles: _____
Height of screenwall: _____

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: _____
Size of transformers (L•W•H): _____
Number of utility easements: _____
Screenwall material: _____

Location of all utilities & easements: _____

Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: _____
Size of ground mounted units (L•W•H): _____
Screenwall material: _____

Location of all ground mounted units: _____

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: _____
Type of rooftop units: _____

Screenwall material: _____
Location 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: _____

17. Accessory Buildings

Number of accessory buildings: _____
Location of accessory buildings: _____

Size of accessory buildings: _____
Height of accessory buildings: _____

18. Building Lighting

Number of light standards on building: _____

Type of light standards on building: _____

Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Height from grade: _____
Proposed wattage per fixture: _____

19. Site Lighting

Number of light fixtures: _____
Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Type of light fixtures: _____
Height from grade: _____
Proposed wattage per fixture: _____
Holiday tree lighting receptacles: _____

20. Adjacent Properties

Number of properties within 200 ft.: _____

Property #1

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #2

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #3

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #4

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #5

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. 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 LEVIN PROPERTIES, LLC
BY: MARIE ELLEN LEVINSON TRUST, CO-MANAGING MEMBER
Signature of Owner: David C. Levinson Date: 1/9/2020
TRUSTEE

Print Name: DAVID C. LEVINSON

Signature of Applicant: [Signature] Date: 1-8-2020

Print Name: [Signature]

Signature of Architect: _____ Date: _____

Print Name: _____

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____

- ☐ 13. Existing and proposed layout 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. 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 equipment 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* <ul style="list-style-type: none"> Single Family Residential All Other Zoning Districts 	\$310 \$510
Community Impact Study Review*	\$2,050
Design Review*	\$350
Division/Combination of Platted Lots	\$200
Historic District Review* <ul style="list-style-type: none"> Single Family Residential All Other Zoning Districts 	No Charge \$350
Public Notice Sign <ul style="list-style-type: none"> Notice Sign Rental Returnable Sign Bond 	\$50 \$100 ➔ \$150 total
Preliminary/Final Site Plan Review <ul style="list-style-type: none"> R4 – R8 Zoning District Nonresidential Districts 	\$850, plus \$50 per dwelling unit \$1,050, plus \$50 per acre or portion of acre
Special Land Use Permit* <ul style="list-style-type: none"> Plus Site Plan Review Plus Design Review Plus Publish of Legal Notice Plus Sign Rental and Deposit 	\$800 \$1,050 \$350 \$450 \$150 ➔ \$2,800 total
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.**



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: MITCH BLAKE Case #: _____ Date: 1-8-20
Address: 160 W. 11th St 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;
- ☐ 10. 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

Name: MIRIAM BIRK
Address: 160 W MAPLE

Phone Number: 248-642-1135

Fax Number: 248-642-9002

Email address: sembkirk@sbcglobal.net

Property Owner

Name: LEVINSON & LEVIN PROPERTIES, LLC
Address: 22519 FIDDLERS COVE RD

BEVERLY HILLS, MI 48025

Phone Number: (248) 766-2222

Fax Number: _____

Email address: levinson53@yahoo.com

2. Project Information

Address/Location of Property: _____

Name of Development: _____

Area in Acres: _____

Name of Historic District site is in, if any: _____

Current Use: _____

Current Zoning: _____

3. Date of Board Review

Board of Building Trades Appeals: _____

City Commission: _____

Historic District Commission: _____

Planning Board: _____

Board of Zoning Appeals: _____

Design Review Board: _____

Housing Board of Appeals: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: [Signature]

Date: 1-7-2020

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed by: _____



MEMORANDUM

Planning Division

DATE: January 8, 2020

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director

SUBJECT: 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 being 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 temporarily 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

road. We anticipate that our current platform will require at minimum rebuilding and the real likelihood of complete replacement at significant cost.

I feel that we have been an 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 of expected challenges ahead. Thank you for the consideration and look forward to being a part of the fabric of Birmingham for the next 20 years. 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 are 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

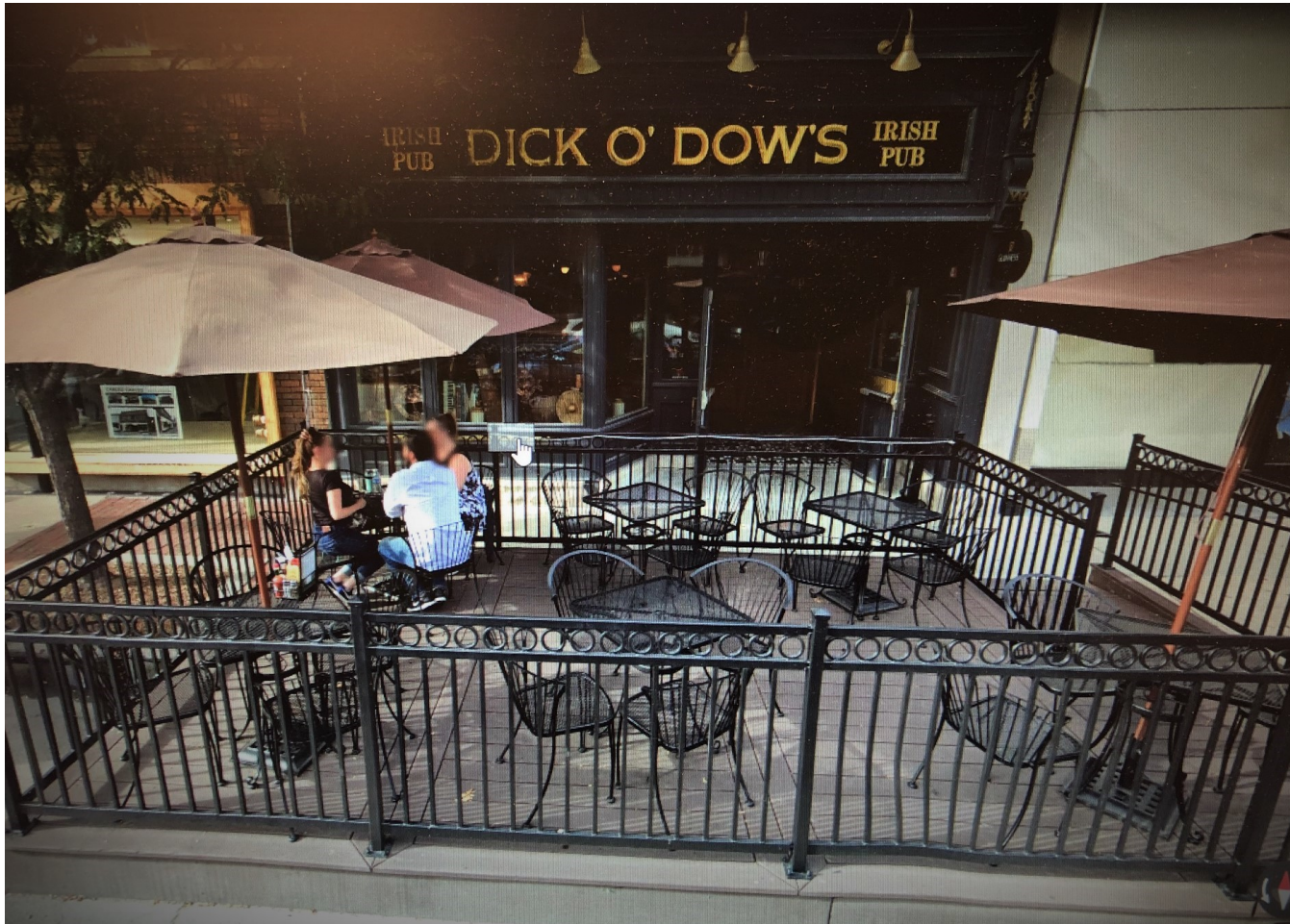
Thank you for your consideration and allowing Dick O'Dow's to be a part of our great community.

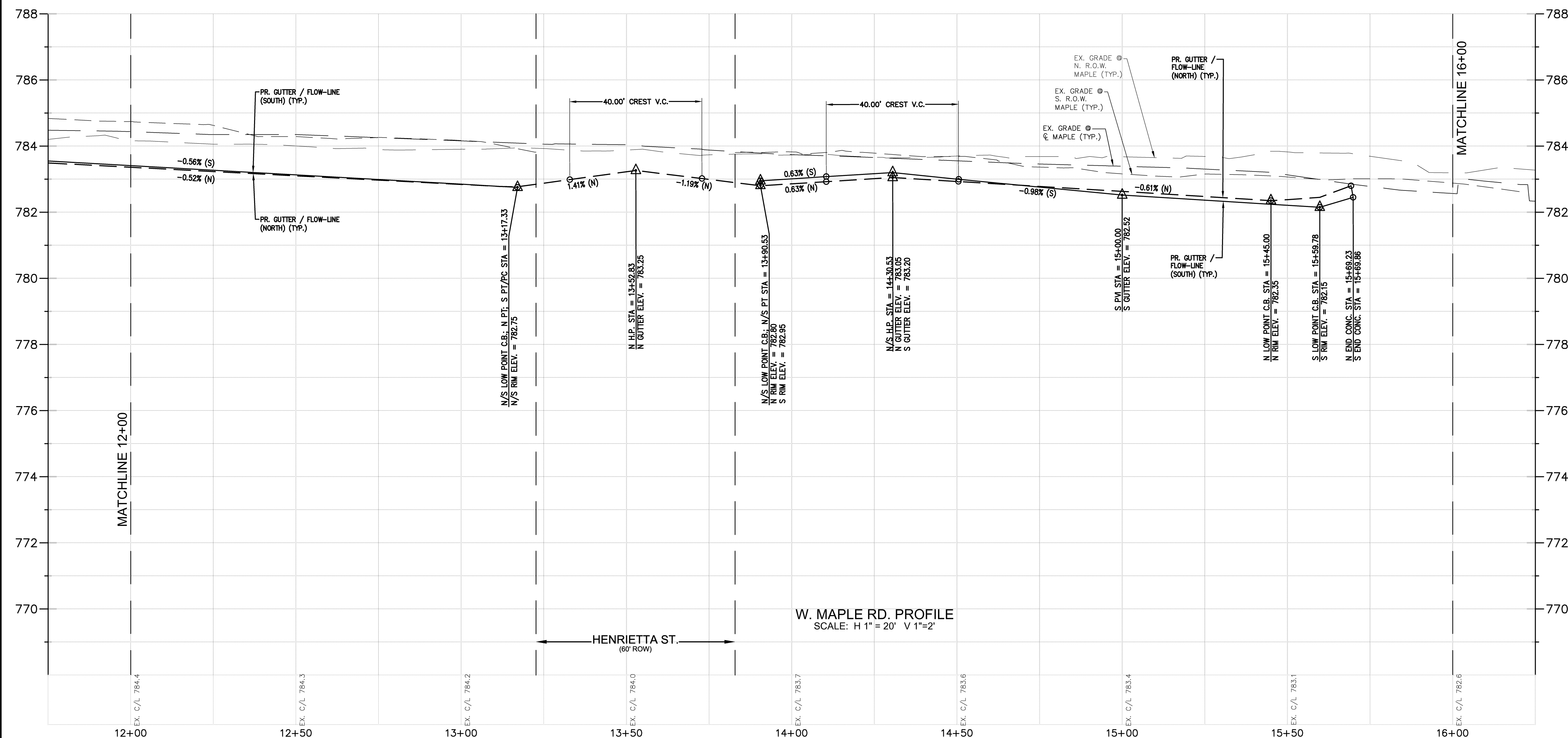
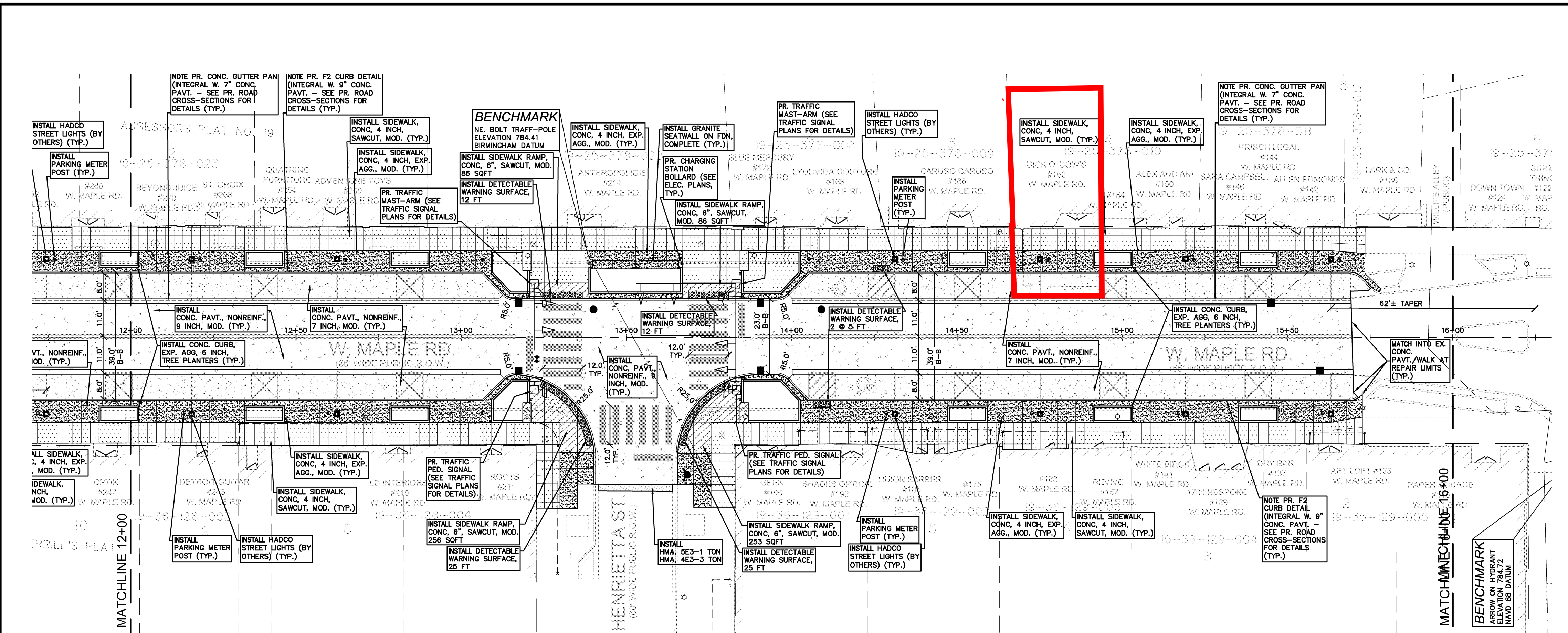
Best,














Mitch Black

Dick O'Dows Irish Pub and The Dow





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

LEGEND	
	CLEAN-OUT
	MANHOLE
	EXISTING SAN/COMB SEWER
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EXISTING BURIED CABLES
	EXISTING GAS MAIN
	OVERHEAD LINES
	EX. PAVERS
	PR. CURB REPAIRS
	PR. FULL-DEPTH ASPHALT REPAIR
	PR. PARTIAL-DEPTH ASPHALT REPAIR
	PR. CONC. PAVT. W/ INT. CURB
	PR. THROATED SIDEWALK/RAMP
	PR. 4" SAWCUT CONCRETE SIDEWALK
	PR. 4" EXP. AGGREGATE CONCRETE SIDEWALK

**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 (<i>arrived at 8:46 p.m.</i>)
	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

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 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, 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>

Thu, Feb 20, 2020 at 9:03 AM

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,

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

Kim 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



MEMORANDUM

City Clerk's Office

DATE: March 20, 2020

TO: Joseph A. Valentine, City Manager

FROM: Cheryl Arft, Acting City Clerk

SUBJECT: Public Hearings to Consider Objections to Renewal of Liquor Licenses – Townhouse Kitchen & Bar and Rojo Mexican Bistro/Sidecar Slider Bar

INTRODUCTION:

On March 9, 2020 the City Commission reviewed the results of the annual investigation of each establishment in the City which sells intoxicating liquor for on premises consumption.

After consideration of the investigative findings the Commission approved the renewal, for the 2020 licensing period, of all Class B, Class C, and microbrewery liquor licenses with the exception of the licenses for the following establishments:

Townhouse Kitchen & Bar and Rojo Mexican Bistro/Sidecar Slider Bar

Because the above listed establishments were, at the time, in violation of Chapter 10, Sec. 10-40 of the Birmingham Code of Ordinances, the Commission adopted resolutions setting public hearings for 7:30 p.m. on Monday, March 23, 2020, to consider whether to file objections with the Michigan Liquor Control Commission to the renewal of the licenses held by the owners/operators of the listed establishments.

BACKGROUND:

The owners/operators of the listed establishments were notified, by first class, certified mail, of the date and time of the scheduled public hearings, that they have the right to be represented by counsel, may present witnesses, evidence and arguments on their behalf and confront adverse witnesses, and may submit written material to be considered by the City Commission.

Re-inspections were performed by the Community Development Department after the owners were notified of the public hearing. The liquor license holders resolved the non-compliance issues cited in the Commission's resolutions setting the public hearings:

Rojo Mexican Bistro	<i>Owner has removed the outdoor dining furniture from the sidewalk</i>
Sidecar Slider Bar	<i>Owner has removed the window signage</i>
Townhouse Kitchen & Bar	<i>Owner has paid the outstanding amount due for outdoor dining</i>

It is the recommendation that, in light that the violations have been abated, the public hearings should not be held, and the 2020 liquor license renewals be approved for Townhouse Kitchen & Bar and Rojo Mexican Bistro/Sidecar Slider Bar.

LEGAL REVIEW:

City Attorney Currier has reviewed the process and finds it in order.

FISCAL IMPACT:

None

SUMMARY:

It is not necessary for the City Commission to go forward with the public hearings as scheduled since the violations have been abated.

SUGGESTED RESOLUTIONS

To renew for the 2020 licensing period, the liquor license held by *Townhouse Kitchen & Bar*

And

To renew for the 2020 licensing period, the liquor license held by Rojo Mexican Bistro/Sidecar Slider Bar

ATTACHMENTS:

- Investigative Summary – 2019
- Receipt from Treasury – Townhouse Kitchen & Bar
- Report from Planning Director Ecker regarding Rojo Mexican Bistro/Sidecar Slider Bar

		License Type	Sec. 10-40 (2) Repeated Violations of State Liquor Laws	Sec. 10-40 (3)a Existing violations of regulatory codes (building, zoning, fire, et.al.)	Sec. 10-40 (3)c Failure to maintain grounds and exterior	Sec. 10-40 (3)f Numerous police contacts	Resulting violations	Sec. 10-40 (5) Failure to comply w/terms of license or conditions imposed by City (SLUP)		Approved Indoor Seats		Actual Indoor Seats		Sec. 10-40 (7) Failure to timely pay monies due the City
APPLICANT	YEAR								Sq. Ft.	Floor	Bar	Floor	Bar	
220 Merrill Restaurant	2019	Class C				8	5							
	2018			Outdoor propane storage. ISSUE RESOLVED		3	0	4						
	2017			Sidewalk sign w/o permit Unscreened propane tanks										Taxes
Adachi Restaurant Group LLC	2019	Class C Bistro							1,072	65	10	55	10	
	2018			2 A-frame sidewalk signs w/o permit ISSUE RESOLVED										
All Seasons Senior Living (Hospitality of Birmingham LLC)	2019													
	2018													
	2017													
Bella Piatti	2019	Class C							2,212	65	10	63	10	
	2018							Excess seating ISSUE RESOLVED						
	2017													
Big Rock Chop House/The Reserve	2019													
	2018					1	0							
	2017					1	0							
Birmingham Sushi Café, Inc	2019											64	10	
	2018													
	2017													
Birmingham Teatro	2019													
	2018													
	2017		1											
Bistro Joe's	2019	Class C Bistro							n/a	65	10	71	12	
	2018							Excess seating ISSUE RESOLVED						
	2017				Garbage storage on sidewalk facing S. Worth									
Cameron's Steakhouse	2019	License in escrow												
	2018													
	2017													
Churchill's Bistro/Cigar Bar	2019			2 signs on façade w/o permit						65	10	67	10	
	2018													
	2017			Frame sign w/o permit		2	1							
Community House	2019													
	2018													
	2017													
Dick O'Dow's	2019					3	0							
	2018					2	0							
	2017					2	0							
Elie's Mediterranean Café	2019	Class C Bistro								65	10			
	2018													
	2017													
Emagine Palladium & IronWood Grill (CH Birmingham, LLC)	2019													
	2018			Sidewalk sign w/o permit										
	2017													
Fleming's Prime Steakhouse	2019	Class C		Sidewalk sign w/o permit ISSUE RESOLVED						65	10			
	2018													
	2017													
Forest Grill 2, LLC	2019	Class C	1					Excess seating ISSUE RESOLVED	2,776	65	10			
	2018													
	2017													
Griffin Claw Brewing Co.	2019					1	0							
	2018													
	2017					1	0							
Hazel, Ravines & Downtown	2019													July 2019 taxes due; delinquent water due
	2018													
Hyde Park Steakhouse	2019													
	2018													
	2017													
La Strada Cafe, LLC	2019	Class C Bistro						Excess seating ISSUE RESOLVED	2,900	65	10	58	8	
	2018													
	2017													
Lincoln Hills Golf Course	2019													
	2018													
	2017													
Luxe Bar & Grill	2019	Class C Bistro						Excess seating ISSUE RESOLVED	n/a	65	10	62	8	
	2018													
	2017													
Mad Hatter Bistro (Tea Parlor, Inc)	2019	Class C				1	0		2,583	65	10	74	10	
	2018					1	0	Excess seating ISSUE RESOLVED						Taxes
	2017			Sidewalk sign w/o permit										
Market North End	2019					2	1							
	2018					3	0			65	10			
	2017					9	0							
Phoenicia	2019													
	2018													
	2017													
Pernoi	2019			Isnglass enclosure is lowered surrounding outdoor dining area (no tables or chairs present)						55	10	64	12	

APPLICANT	YEAR	License Type	Sec. 10-40 (2) Repeated Violations of State Liquor Laws	Sec. 10-40 (3)a Existing violations of regulatory codes (building, zoning, fire, et.al.)	Sec. 10-40 (3)c Failure to maintain grounds and exterior	Sec. 10-40 (3)f Numerous police contacts		Sec. 10-40 (5) Failure to comply w/terms of license or conditions imposed by City (SLUP)	Sq. Ft.	Approved Indoor Seats		Actual Indoor Seats		Sec. 10-40 (7) Failure to timely pay monies due the City
							Resulting violations			Floor	Bar	Floor	Bar	
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

APPLICANT	YEAR	License Type	Sec. 10-40 (2) Repeated Violations of State Liquor Laws	Sec. 10-40 (3)a Existing violations of regulatory codes (building, zoning, fire, et.al.)	Sec. 10-40 (3)c Failure to maintain grounds and exterior	Sec. 10-40 (3)f Numerous police contacts	Resulting violations	Sec. 10-40 (5) Failure to comply w/terms of license or conditions imposed by City (SLUP)	Sq. Ft.	Approved Indoor Seats		Actual Indoor Seats		Sec. 10-40 (7) Failure to timely pay monies due the City
Salvatore Scallopini	2019	Class C Bistro							n/a	55	10	58	6	
	2018							Excess seating						
	2017							ISSUE RESOLVED						
Sidecar Slider Bar	2019	Class C		Window signage exceeds permitted amount										Taxes -Owner has entered into
	2018													a payment agreement with
	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		2					Excess seating						
	2017							ISSUE RESOLVED						
THC Investors, LP (The Townsend Hotel - Rugby Grill)	2019													
	2018		1			2	1							
	2017													
The Morrie	2019													
Toast	2019	Class C								55	10	82	10	\$7,381.97
	2018	Class C						Excess seating. Hours of operation do not match SLUP. Ownership transfer requires SLUP amendment.	n/a	55	10	82	10	
	2017													
Townhouse	2019	Class C Bistro								40	10	38	7	

INVOICE

CITY OF BIRMINGHAM

P.O. BOX 3001

151 MARTIN

BIRMINGHAM, MI 48012-3001

CITY CLERK(248) 530-1803



City of Birmingham

A Walkable Community

TO: TOWNHOUSE KITCHEN & BAR
217 PIERCE, SUITE 207
BIRMINGHAM, MI 48009

INVOICE NO.: 0000004993
INVOICE DATE: 07/10/2019
SERVICE DATE: 04/01/2019
DUE DATE: 08/09/2019

SERVICE ADDRESS: 32605 W 12 MILE STE 290 RD

CUSTOMER NO.: 00000306

TYPE: OD100

OUTDOOR DINING

Quantity	Description	Unit Price	Amount
1.00	OUTDOOR DINING	854.65	854.65
1.00	PLATFORM FEES	3,420.00	3,420.00

LICENSE FEE FOR 2019 SEASON-APRIL 1, 2019 THROUGH NOVEMBER 15, 2019.
PLATFORM INSTALLATION FEE INCLUDED ON INVOICE, IF APPLICABLE.
QUESTIONS-CONTACT THE CITY CLERK'S OFFICE 248 530-1803.
AFTER DUE DATE, 1% INTEREST ADDED PER MONTH.

Total Invoice:
Credits Applied:
Payments Applied:
Invoice Balance:

CITY OF BIRMINGHAM
Date 03/10/2020 10:26:19 AM
Ref 0000004993
Receipt 581225
Amount \$4,274.65



MEMORANDUM

Planning Division

DATE: March 19th, 2020

TO: Cheryl Arft, Acting City Clerk

FROM: Nicholas Dupuis, City Planner
Jana Ecker, Planning Director

SUBJECT: 250 E. Merrill (Rojo Mexican Bistro) & 280 E. Merrill (Sidecar Slider Bar)

Please be advised that the Planning Division has confirmed that the issues noted during the Annual Liquor License Renewal process for Rojo Mexican Bistro and Sidecar Slider Bar have been RESOLVED. If you recall, Rojo Mexican Bistro was cited for storing outdoor dining tables and chairs on their outdoor dining platform, and Sidecar Slider Bar was cited for excess window signage.



**NOTICE OF INTENTION TO APPOINT TO
BOARD OF BUILDING TRADES APPEALS**

At the regular meeting of Monday, May 11, 2020 the Birmingham City Commission intends to appoint to the Board of Building Trades Appeals two regular members to serve three-year term to expire May 23, 2023. Applicants shall be qualified by experience or training in fields such as architecture, engineering, mechanical engineering, building, electrical plumbing, heating or refrigeration.

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

The Board of Building Trades Appeal hears and grants or denies requests for variances from strict application of the provisions of the Michigan Building, Residential, Mechanical and Plumbing Codes and the National Electrical Code. The board will decide on matters pertaining to specific code requirements related to the construction or materials to be used in the erection, alteration or repair of a building or structure.

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 qualified by experience or training. (such as architect, engineer, mechanical engineer, building contractor, electrical contractor, plumbing contractor, heating contractor, and refrigeration contractor)	05/06/2020	05/11/2020



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

At the regular meeting of Monday, May 11, 2020 the Birmingham City Commission intends to appoint two regular members to the Multi-Modal Transportation Board to serve the remainder of three-year terms to expire March 23, 2023.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, May 6, 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 to be a qualified elector or property owner in Birmingham.

Duties of the Multi-Modal Transportation Board

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
In so far as possible, members shall represent pedestrian advocacy, mobility or vision impairment, traffic-focused education/experience, bicycle advocacy, urban planning, architecture or design education/experience, or different geographical areas of Birmingham. Members may or may not be electors (registered voter) or property owners of the City of Birmingham.	5/6/2020	5/11/2020

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



MEMORANDUM

Department of Public Services

DATE: March 4, 2020

TO: Joseph A. Valentine, City Manager

FROM: Jacquelyn Brito, Golf Manager
Lauren A. Wood, Director of Public Services

SUBJECT: 2019 Annual Golf Report – Staff Report

Please find attached the 2019 Annual Golf Report which is a review of the results of the 2019 golf season for Lincoln Hills and Springdale Golf Courses along with a 2020 prospectus. This is a comprehensive report on the business activities of the golf courses throughout the preceding year. It includes some of the following items: a club membership synopsis, a five (5) year history of annual rounds, ten (10) year financial performance analysis, Food & Beverage, Capital Projects, Junior Golf Program overview and a forecast for the 2020 season.

The Annual Golf Report also includes an update on the upcoming 2020 marketing strategies and exciting events. There is no change from the 2019 golf course fees and rates or with the rates for the passes and packages. The Parks and Recreation Board reviewed and accepted the report at their March 3, 2020 meeting to be submitted for your review.



2019 Annual Golf Report



Department of Public Services

Lincoln Hills GC
2666 W 14 Mile
248.530.1670

Springdale GC
316 Strathmore
248.530.1660

www.golfbirmingham.org

Table of Contents

2019 In Review	1
Memberships.....	2
Rounds	3
Junior Golf Program	6
Food & Beverage	7
Capital Improvements.....	8
End of Season Survey.....	9
Financials	10
Lincoln Hills.....	11
Springdale.....	13
Statement of Operations	15
2020 Prospectus	18
2020 Tournament Schedule	19



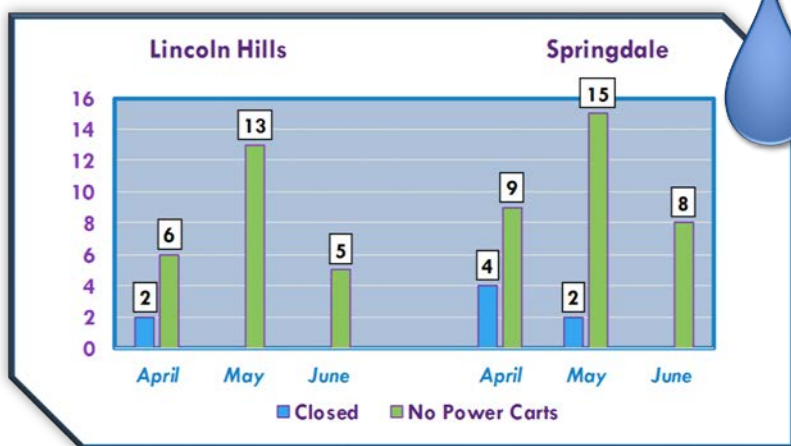
Behind #4 Green at LH

Review 2019

We would like to take a moment to thank all our employees for their dedication and hard work to make it a successful season! A special “Thank You” to the members of the exemplary Parks and Recreation Board for their support throughout the year.

We are pleased to report that we finished the season with an **operating income** of \$247,422 and after Depreciation (\$92,703) and the contribution to the General Fund (\$150,000), the courses ended with a **net surplus** of \$4,719.

Lincoln Hills opened the season on March 27th and Springdale opened on April 6th. We hoped for a better Spring, but unfortunately, it did not come. It was a continuation of the 2018 fall with cold temperatures and rainy days in April, May, and early June. In fact, Lincoln Hills was closed for two (2) days during this period, and there were twenty-four (24) days that



no power carts went out due to the wet conditions. Springdale was closed for six (6) days and endured thirty-two (32) days without power carts. This had a huge impact on our cart revenues and delayed the start of many leagues due to the restriction of “walking only” days. The wet conditions can cause turf damage if power carts are used.

November came in with a blast from “Jack Frost” on November 11th and brought nine inches of snow and forced Lincoln Hills to close on November 10th. Each fall, one course will close early, around mid-October, while the other course remains open as long as weather permits. Springdale was the course to close early as its last day of play was October 20th.

In 2020, we had to cancel the Annual Turkey Shoot tournament, because it was too cold to play. This year, the event was moved up a week to November 9th, and we were so fortunate. The morning was cold and brisk, but we kept the golfers warm with a fire and a hearty luncheon, and fun was enjoyed by all. Our members brought 27 huge frozen turkeys with numerous non-perishable food items that were donated to “The Lighthouse of Oakland County.” This organization helps so many local families and we are so happy to be a part of it because of this annual event.

MEMBERSHIPS

Overall, memberships remained steady, but there was a slight decline in the Residents and Business categories. The last two seasons, our marketing strategies focused on the Non-Residents with the promotion, “Just A Drive Away.” A direct mailer went out to the surrounding non-Birmingham communities that offered a small discount for those who never been a member, and this year it generated 27 new members. This season, our target market in 2020 will be directed to the Residents and local Businesses with a special invitation to our “Welcome Back” outing on April 18th at Lincoln Hills. This will be a good opportunity to showcase the course improvements, advertise the club events, meet the staff, enjoy a bite to eat, and to hear their comments.

Membership Analysis 2014 - 2019

	CY 2014		CY 2015		CY 2016		CY 2017		CY 2018		CY Nov 2019	
RESIDENT MEMBERSHIPS	#		#		#		#		#		#	
Resident	1,733		2,090		1,874		1,898		1,744		1,675	

	CY 2014		CY 2015		CY 2016		CY 2017		CY 2018		CY Nov 2019	
MEMBERSHIPS	#	%	#	%	#	%	#	%	#	%	#	%
Business	102	13%	109	13%	109	13%	92	10%	107	12%	89	10%
Non-Resident - Individual	406	53%	475	55%	465	54%	502	56%	499	56%	539	59%
Non-Resident - Dual	175	23%	194	23%	209	24%	220	24%	222	25%	219	24%
Non-Resident - Family	77	10%	78	9%	85	10%	84	9%	59	7%	64	7%
Total	760	100%	856	100%	868	100%	898	100%	887	100%	911	100%

TOTAL MEMBERSHIPS 2,493

2,946

2,742

2,796

2,631

2,586

In March, the “Early Bonus” membership drive was another success. For those who sign up during this period, they receive a complimentary round that is valid through May 31st. It was implemented in 2015 and has been well received by the members as it grows each season.

2015 - 2019



ROUNDS

Considering the slow start to our season, the courses finished with 49,583 combined total rounds, an increase of 2,967 from 2018, or 6%. Lincoln Hills totaled 27,020 rounds, an increase of 975, or 3.7%. Springdale had 22,563 rounds, an increase of 1,992, or 9.6%. The last two seasons have suffered from inclement weather and capital projects that hindered play, but our objective in 2020 is to increase rounds compared to 2017. We will be introducing additional events and tournaments to increase play with aggressive local marketing to our lapsed Residents and Business members.

ROUND COMPARISON CY 2015 - 2019

MONTH	2015			2016			2017			2018			2019		
	LH	SD	Total	LH	SD	Total	LH	SD	Total	LH	SD	Total	LH	SD	Total
January	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	0	0	0	321	0	321	60	0	60	0	0	0	297	0	297
April	3,087	1,713	4,800	2,389	1,616	4,005	2,816	1,383	4,199	2,471	0	2,471	2,157	1,569	3,726
May	4,892	4,293	9,185	5,461	3,910	9,371	4,759	3,975	8,734	4,303	2,410	6,713	3,425	2,819	6,244
June	5,556	4,268	9,824	5,595	4,269	9,864	5,812	4,431	10,243	5,245	4,544	9,789	5,322	4,232	9,554
July	5,718	5,218	10,936	5,788	4,856	10,644	6,027	4,720	10,747	5,858	5,027	10,885	5,518	4,788	10,306
August	4,408	4,403	8,811	4,273	3,873	8,146	3,631	3,974	7,605	3,950	3,893	7,843	4,459	4,461	8,920
September	3,411	3,059	6,470	3,163	2,698	5,861	3,057	3,089	6,146	2,929	2,828	5,757	3,026	2,998	6,024
October	2,666	908	3,574	2,037	1,990	4,027	2,556	1,610	4,166	1,289	1,486	2,775	2,510	1,696	4,206
November	1,489	0	1,489	2	1,545	1,547	610	0	610	0	383	383	306	0	306
December	514	0	514	0	54	54	185	0	185	0	0	0	0	0	0
TOTALS	31,741	23,862	55,603	29,029	24,811	53,840	29,513	23,182	52,695	26,045	20,571	46,616	27,020	22,563	49,583

ROUNDS AT LINCOLN HILLS

The round matrix is a great tool for knowing what segments we need to work on next season as shown in the chart below. Our objective in 2019 focused on weekend rounds and I am happy to report those rounds were up by 1,262, or 17%. If Spring had been a bit nicer, the weekday rounds would have been much higher, especially with league play and twilight.

LINCOLN HILLS							
Weekday				Weekend			
Resident	2018	2019	Difference		2018	2019	Difference
Adult	935	835	(100)		762	1,143	381
Junior	145	239	94		117	122	5
Senior	1,418	1,533	115		920	938	18
Property Owner							
Adult	15	15	0		15	46	31
Junior	0	0	0		0	0	0
Senior	56	50	(6)		35	39	4
Non-Resident							
Adult	586	658	72		702	425	(277)
Junior	178	118	(60)		163	215	52
Senior	2,676	2,675	(1)		1,914	1,966	52
Business							
Adult	102	50	(52)		69	48	(21)
Junior	1	0	(1)		0	1	1
Senior	192	153	(39)		80	58	(22)
Guest							
Adult	1,041	1,196	155		862	1,021	159
Junior	234	238	4		199	199	0
Senior	1,781	1,913	132		952	1,249	297
City Employee							
Adult	3	4	1		4	0	(4)
Junior	13		(13)		0	0	0
Senior	14	35	21		42	50	8
High Schools							
Birmingham	627	504	(123)				
Non Birmingham	7	72	65				
Other							
Junior Golf	2,392	2,240	(152)				
Leagues	4,674	4,312	(362)				
Outings	153	411	258		156	175	19
Promotions	15	23	8				
Twilight	1,437	1,106	(331)		86	528	442
Unlimited	272	300	28			117	117
TOTAL ROUNDS	18,967	18,680	(287)		7,078	8,340	1,262

ROUNDS AT SPRINGDALE

The increase of rounds at Springdale was expected, because the course opened on time, with no course closures as in 2018 with the bridge renovations. A major marketing campaign this year to our members, is simple, play "One More Round." In addition, E-blast promotions as we monitor play patterns throughout the season.

SPRINGDALE							
Resident	Weekday				Weekend		
	2018	2019	Difference		2018	2019	Difference
Adult	617	796	179		1,055	1,100	45
Junior	126	144	18		96	94	(2)
Senior	1,583	1,813	230		894	962	68
Property Owner							
Adult	11	75	64		18	40	22
Junior	0	0	0		0	0	0
Senior	173	64	(109)		63	32	(31)
Non-Resident							
Adult	332	431	99		58	91	33
Junior	124	136	12		84	136	52
Senior	2,799	3,160	361		1,656	1,644	(12)
Business							
Adult	58	34	(24)		30	22	(8)
Junior	1	0	(1)		0	0	
Senior	185	135	(50)		104	138	34
Guest							
Adult	705	923	218		585	871	286
Junior	166	229	63		116	174	58
Senior	1,871	2,124	253		1,125	1,256	131
City Employee							
Adult	1	11	10		1	0	(1)
Junior	2	1	(1)		1	0	(1)
Senior	5	7	2		11	21	10
High Schools							
Birmingham	343	408	65				
Non Birmingham	41	76	35				
Other							
Junior Golf							
Leagues	3,642	3,601	(41)				
Outings	104	138	34		136	78	(58)
Promotions	17	5	(12)				
Twilight	1,068	977	(91)		334	286	(48)
Unlimited	215	315	100		15	15	0
TOTAL ROUNDS	14,189	15,603	1,414		6,382	6,960	578

JUNIOR GOLF

The weather cooperated with our program this year with very few hot & humid days unlike last season. We did utilize college students as additional instructors whom all came through our program, played on high school teams and now play collegiate golf. They did bring the “fun” element to the children and overall feedback was positive.

Another change implemented this season was putting a cap on the number of registrations for the Aces program to 44 students. It has always been an “open-ended” registration and over the past few seasons, it has been difficult to finish the required three private lessons that these students receive. We did decrease the revenues by approximately \$2,695, but it did allow for the lessons to be completed and it was very successful.

Jr Golf Program Analysis 2016-2019



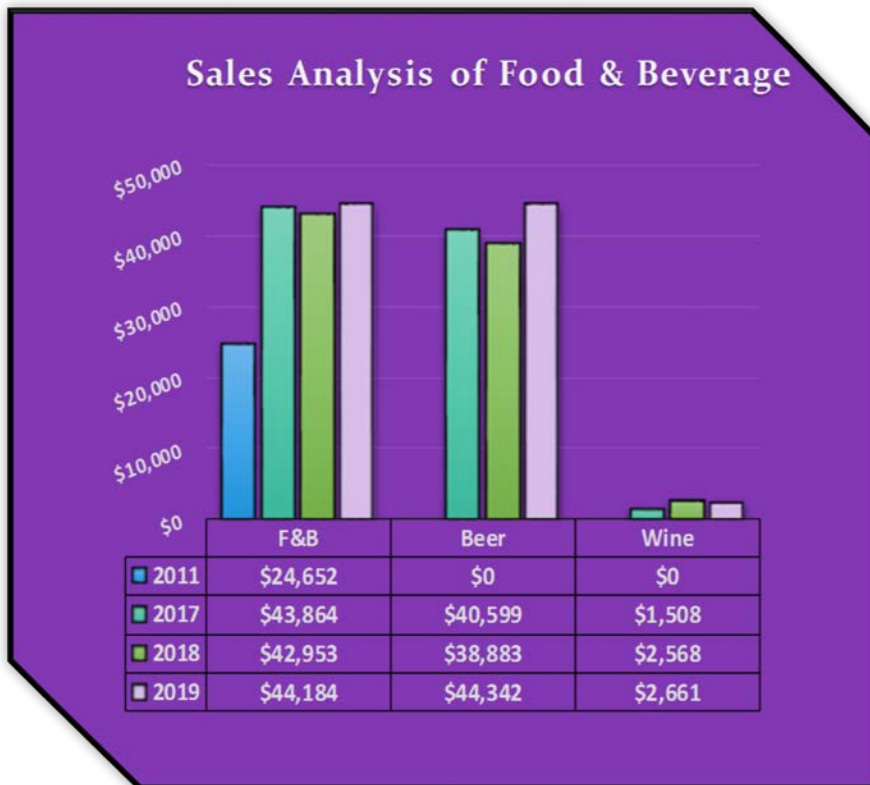
This program generated revenues of \$87,328 and expenses totaled \$25,828, which produced a **net income** of \$57,947.

In 2020, we will be utilizing **PGA Coach** program. The PGA of America introduced this new method of coaching and developing new players. This program is built on the principals of the American Development Model (ADM), a proven, long-term athlete development model that has been successfully implemented by the United States Olympic Committee, USA Hockey, USA Basketball, and USA Lacrosse.

ADM creates positive experiences early for all athletes, will keep more players engaged and retained in our sport. This program offers many resources, tools and structured teaching plans that will enhance the program this summer.

FOOD & BEVERAGE

This department is slowly growing each season and we are pleased to report revenues of \$91,187, an increase of \$6,783, or 8% over last year. The food and beverage items had a slight increase over 2018 (\$1,231, or 2%), but the main contributor was the beer sales (\$5,459, or 14%). A majority of these sales are generated by the leagues, tournaments and our club events.



Being a municipality, our pricing is quite reasonable compared to the local restaurant and bars. Our objective is to offer another amenity to our members. We are constantly training new staff each year to create quality and consistent menu items for all to enjoy.

We apply all four methods of menu pricing as we review all the items at the end of the year. Ideal Food Cost Pricing, Competition Pricing, Demand Driving Pricing, and Evaluate Current Profitability.



CAPITAL IMPROVEMENTS

Each year, we continue to reinvest into the courses with upgrades through annual capital projects, operating and other contractual expenses. With the undertaking of the bridge renovations at Springdale last season, this year the focus was Lincoln Hills. Installation of new drainage in the fairway of #9 and adjacent to #3 tee box was desperately needed due to the wet playing conditions. New cart paths were installed in a few specific areas located near tee boxes and greens to eliminate the distressed turf and compaction produced by power cart usage. The latter was delayed due to the awful spring, but it was well worth the wait as indicated by the members and their guests.



#7 Tee Box



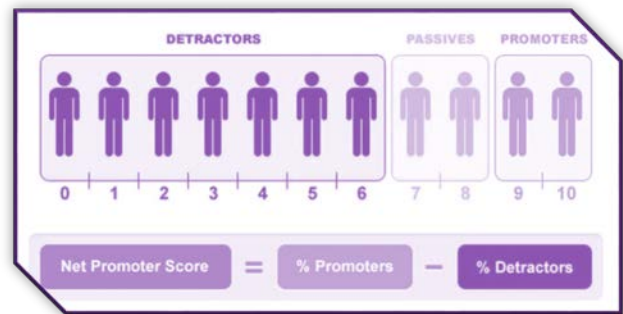
#6 Tee Box



#9 Fairway

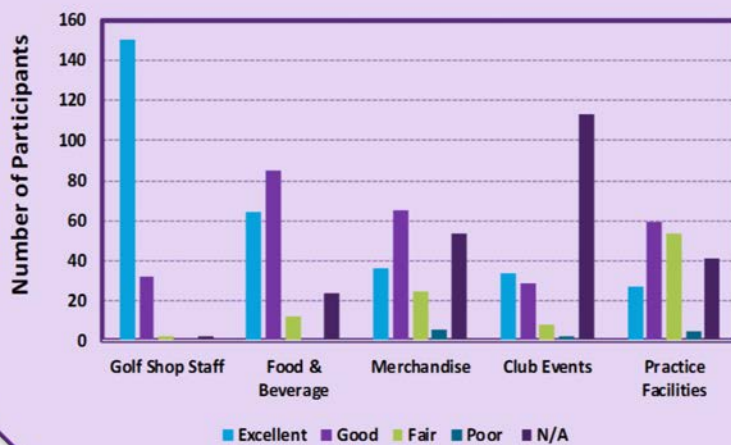
2019 MEMBER SURVEY

At the end of each season, the membership receives our “**End of the Season**” Survey, and it is a great opportunity to hear what they like or dislike about their courses. Only a small percentage of the entire membership responds, but it is always great information. This year we had about the same respondents, 186. No matter how we look at it, golf club operation/business is a service. As such our interest is to measure the performance and satisfaction to attract new golfers and golf club members, but also to retain existing ones. A great tool is the

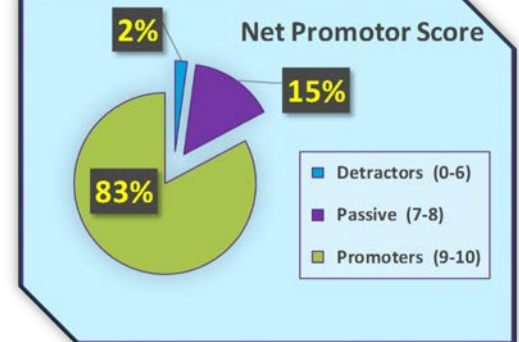


Net Promoter Score (NPS). This tool shows who and how many of our customers are either promoting or detracting our service. We are pleased to report we received an 83%, it is a very positive percentage and we are delighted to been rated so high.

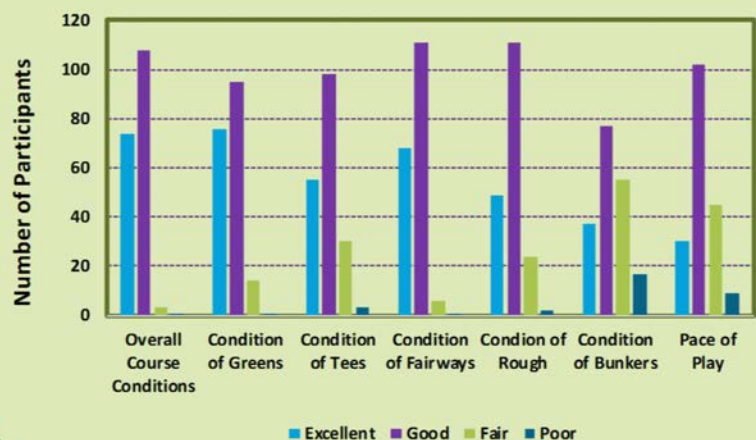
Level of Satisfaction of Clubhouse



Net Promoter Score

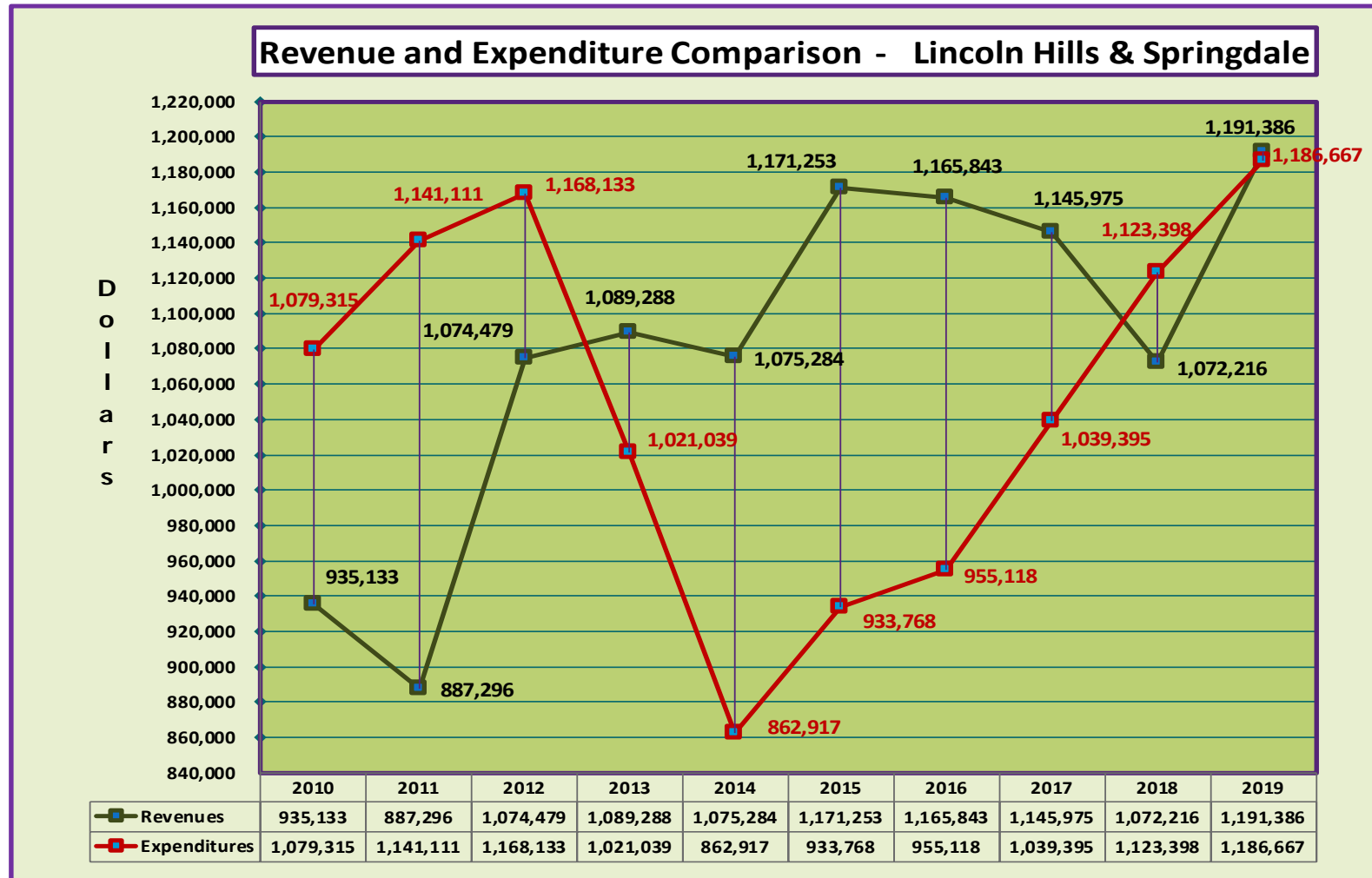


Level of Satisfaction of Golf Course



FINANCIALS

The last two years, the courses have been upgraded with the accumulated net operating funds generated by calendar years 2014 through 2017. Considering the weather and the contribution to the general fund, we are happy to report a net operating profit of \$4,719.








LINCOLN HILLS

Overall, we did maintain a firm control on the expenses while able to fund additional projects in the maintenance department as shown below. The new cart paths were needed and a great addition, and we hope to add additional paths in the seasons to come.



CALENDAR YEAR 5-YEAR ANALYSIS (2015 - 2019)

LINCOLN HILLS G.C.	2015	2016	2017	2018	2019
REVENUES	717,911	694,533	698,328	677,380	745,864
EXPENDITURES	446,476	459,098	475,304	471,306	486,140
OPERATING INCOME/(LOSS) Before Dep	271,436	235,435	223,024	206,075	259,724
DEPRECIATION	60,634	58,207	57,130	56,445	46,293
CONTRIBUTION TO G.F.			50,000	100,000	150,000
NET SURPLUS/(LOSS)	210,802	177,228	115,895	49,629	63,431





Additional Expenses for Maintenance:

-  New drainage adjacent to #3 Tee Box \$4,420
-  Restoration along new cart paths \$3,380
-  New pull carts \$601
-  Critter Control to remove fox \$800
-  Usage of new nutrients & chemicals \$11,000

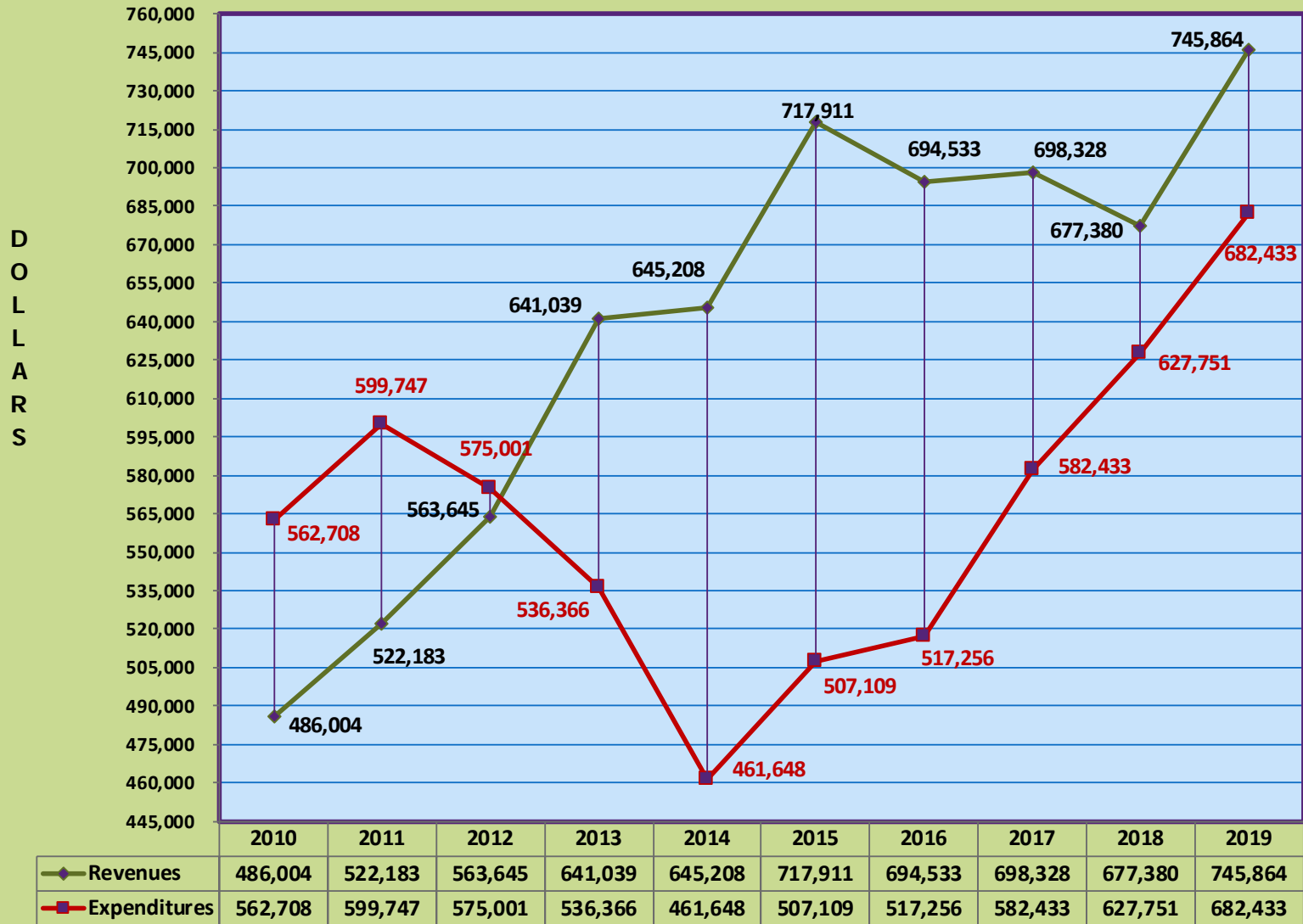
Additional Expenses for Clubhouse:

-  General Fund Contribution \$50,000
-  Repair Solar Lights in Parking Lot \$2,015

2020 Capital Projects:

-  New Benches at Tee Boxes
-  New Drainage on #4 Fairway
-  New Landscape Beds
-  Retro Light Fixtures to Dimmers in Clubhouse

Lincoln Hills - Revenues and Expenditures Comparison







SPRINGDALE

From history, this course does not bring as much revenue as its sister course, Lincoln Hills. This was the main reason we were aggressively marketing to the communities surrounding the course to increase rounds through the Non-Resident memberships. The increase in the expenditures over the past two seasons were contributed to wages and benefits. The workforce has been changing drastically over the past few years and the golf industry has been challenged by this dilemma. We have increased wages and benefits to respond to the needs of this new employee pool.

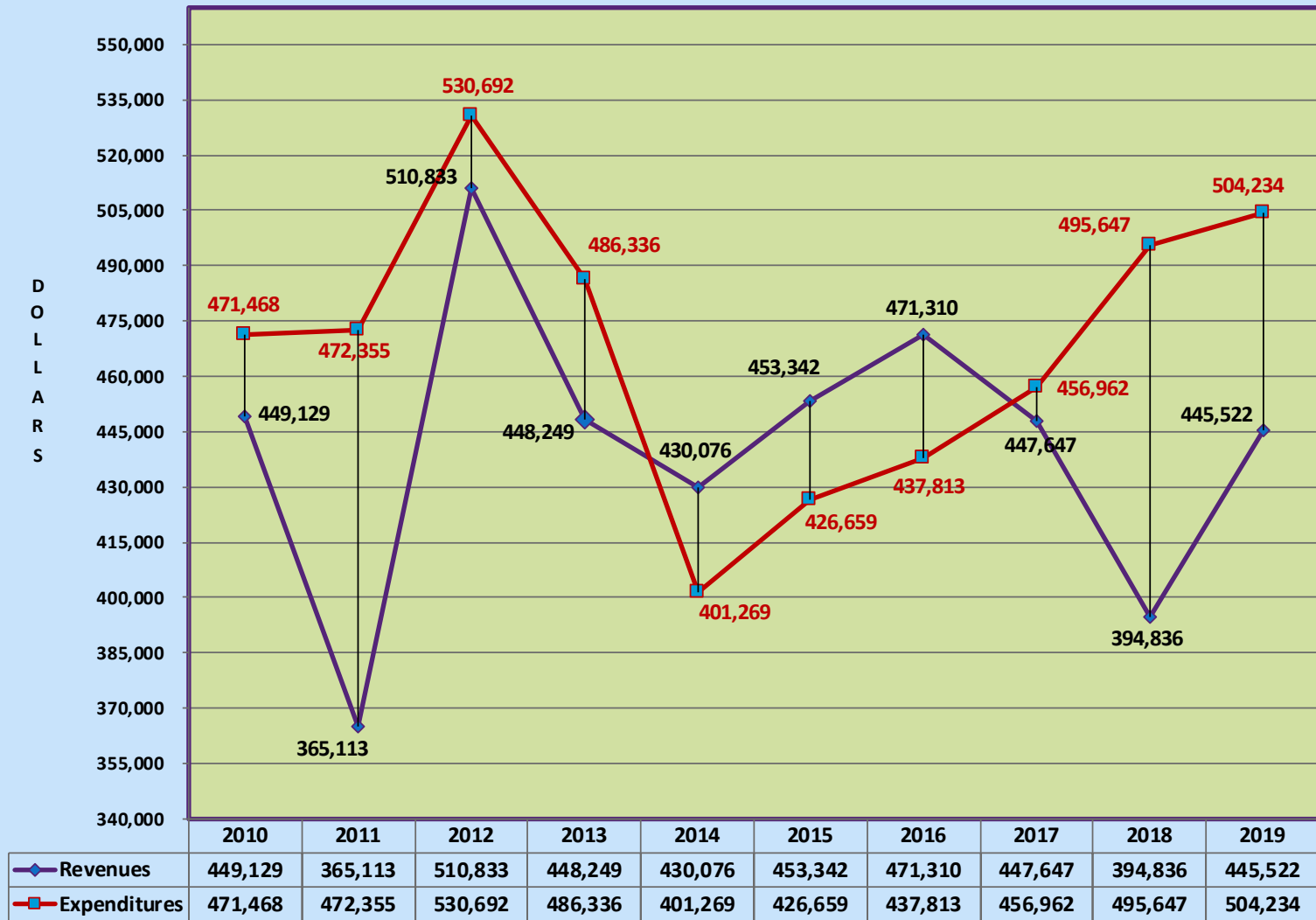
CALENDAR YEAR 5-YEAR ANALYSIS (2015 - 2019)

SPRINGDALE G.C.	2015	2016	2017	2018	2019
REVENUES	453,342	471,310	447,647	394,836	445,522
EXPENDITURES	376,739	386,006	406,184	440,231	457,824
OPERATING INCOME/(LOSS) Before Dep	76,603	85,304	41,463	(45,394)	(12,303)
DEPRECIATION	49,919	51,807	50,776	55,417	46,410
NET SURPLUS/(LOSS)	26,683	33,497	(9,314)	(100,811)	(58,712)

2020 Capital Projects:

-  Renovating Existing Cart Paths and Adding New
-  New Fabricated Bathroom on Course
-  Renovate Patio with Flooring & Pergola
-  New Tee Signs

Springdale - Revenues and Expenditures Comparison



OPERATING STATEMENT – CALENDAR YEARS 2017-2019

	2017			2018			2019		
REVENUES:	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL
WEEKDAY GREENS FEES	192,391	172,679	365,069	180,992	159,215	340,207	179,511	167,828	347,339
WEEKEND GREENS FEES	117,206	89,434	206,640	88,557	71,265	159,822	99,711	85,889	185,600
FOOD & BEVERAGE	51,298	34,673	85,971	49,979	34,425	84,404	53,385	37,801	91,187
MERCHANDISE	14,794	8,201	22,995	13,404	8,260	21,664	19,027	9,166	28,192
PULL CART RENTAL	5,215	5,280	10,495	4,694	4,147	8,842	5,319	5,548	10,867
GOLF CART RENTAL	93,172	76,266	169,438	84,175	73,636	157,810	84,991	72,628	157,620
GAM HANDICAP	1,937	671	2,608	2,408	806	3,214	2,756	1,001	3,757
CLASSES	87,357	0	87,357	91,287	0	91,287	87,328	0	87,328
BUSINESS MEMBERSHIPS	6,600	2,480	9,080	8,960	1,900	10,860	7,500	1,400	8,900
NON-RESIDENT MEMBERSHIPS	106,350	33,255	139,605	114,965	18,260	133,225	106,040	34,650	140,690
UNLIMITED GOLF PASS	3,020	1,300	4,320	4,200	0	4,200	7,000	1,000	8,000
PACKAGE CLUB PASSES	334	0	334	0	0	0	145	26	171
TOURNAMENT ENTRY FEES	5,082	4,146	9,228	4,702	2,384	7,086	7,527	2,754	10,281
INTEREST INCOME	6,222	0	6,222	21,449	0	21,449	77,791	0	77,791
LEASE INCOME	6,929	19,200	26,129	7,137	20,580	27,717	7,351	25,688	33,040
SALE OF EQUIPMENT	0	0	0	0	0	0	0	0	0
MISCELLANEOUS INCOME	449	62	511	472	91	562	411	68	479
CASH OVERAGE/(SHORTAGE)	-27	1	-26	-1	-132	-133	70	75	145
GENERAL FUND CONTRIBUTION	0	0	0	0	0	0	0	0	0
TOTAL REVENUES	698,328	447,647	1,145,975	677,380	394,836	1,072,216	745,864	445,522	1,191,386

	2017			2018			2019		
EXPENSES:	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL
ADMINISTRATIVE CHARGE	16,905	16,905	33,810	16,964	16,964	33,928	18,324	18,324	36,648
AUDIT	710	710	1,420	675	675	1,350	743	743	1,486
SUB-TOTAL ADMINISTRATIVE	17,615	17,615	35,230	17,639	17,639	35,278	19,067	19,067	38,134

	2017			2018			2019		
MAINTENANCE	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL
SALARIES AND WAGES	68,588	57,198	125,787	70,046	75,012	145,058	72,787	77,364	150,151
OVERTIME PAY	3,581	409	3,990	81	1,114	1,195	1	185	186
LONGEVITY	24	24	48	28	28	57	28	28	57
FICA	5,530	4,360	9,891	4,826	5,286	10,112	5,569	5,934	11,503
HOSPITALIZATION	5,739	5,286	11,025	8,202	8,152	16,354	8,481	10,929	19,410
LIFE	186	183	369	180	180	360	180	180	360
RETIREE HEALTH CARE	2,345	2,347	4,692	5,957	5,981	11,938	7,791	7,840	15,632
DENTAL/OPTICAL	669	657	1,326	667	665	1,331	693	692	1,385
DISABILITY INSURANCE	294	289	583	292	292	584	304	305	609
WORKER'S COMPENSATION	674	547	1,222	580	632	1,212	810	857	1,667
SICK TIME PAY OUT	0	0	0	0	0	0	0	0	0
RETIREMENT CONTRIBUTION	2,774	2,846	5,620	6,453	6,474	12,927	6,361	6,458	12,819
HRA BENEFIT	10	10	20	10	10	20	10	10	20
HSA CONTRIBUTION/ RETIRE EMPR	3,851	3,780	7,631	3,822	3,810	7,632	4,156	4,150	8,306
OPERATING SUPPLIES	52,470	39,891	92,361	33,313	37,874	71,187	47,266	43,059	90,325
OTHER CONTRACTUAL SERVICE	3,939	5,730	9,670	4,882	17,944	22,826	13,362	12,181	25,543
TELEPHONE	0	0	0	0	0	0	0	0	0
ELECTRICITY	10,437	3,199	13,636	10,096	4,006	14,102	3,867	2,836	6,704
GAS	1,046	1,457	2,503	1,015	1,052	2,067	1,273	1,529	2,802
WATER	330	0	330	365	0	365	272	0	272
TRAINING	422	357	779	565	682	1,247	175	175	349
PRINTING & PUBLISHING	0	0	0	0	0	0	0	0	0
EQUIPMENT RENTAL	29,999	30,042	60,041	29,049	29,500	58,549	29,109	30,214	59,323
BUILDINGS	0	0	0	0	0	0	0	0	0
MACHINERY & EQUIPMENT	0	0	0	0	0	0	0	0	0
PUBLIC IIMPROVEMENTS	0	0	0	0	140,886	140,886	57,264	0	57,264
CONTRIBUTED EXP - CAP OUTLAY	0	0	0	0	(140,886)	(140,886)	(57,264)	0	(57,264)
SUB-TOTAL MAINTENANCE	192,911	158,615	351,526	180,431	198,693	379,124	202,497	204,927	407,424

	2017			2018			2019		
CLUBHOUSE:	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL	LINC. HILLS	SPRINGDALE	TOTAL
SALARIES AND WAGES	120,901	96,068	216,969	114,727	89,336	204,063	97,653	84,369	182,021
OVERTIME	420	577	996	629	573	1,202	567	2,288	2,855
LONGEVITY	35	35	70	41	41	83	41	41	83
FICA	9,230	7,344	16,573	8,995	6,360	15,355	6,791	6,623	13,414
HOSPITALIZATION	15,637	18,150	33,787	13,373	13,324	26,698	14,155	15,469	29,623
LIFE	24	21	45	22	21	43	21	21	42
RETIREE HEALTH CARE	2,418	2,404	4,822	6,095	6,124	12,220	7,950	7,992	15,942
DENTAL/OPTICAL	747	735	1,482	804	803	1,607	800	801	1,601
DISABILITY	328	323	651	355	353	707	359	359	717
WORKER'S COMPENSATION	1,154	909	2,063	1,011	768	1,779	1,040	939	1,979
SICK TIME PAYOUT	0	0	0	0	0	0	0	0	0
RETIREMENT CONTRIBUTION	3,174	3,162	6,336	7,122	7,154	14,276	6,945	7,029	13,974
HRA BENEFIT	20	20	40	20	20	40	20	20	40
HSA CONTRIBUTION/ RETIRE EMPR	4,255	4,196	8,451	4,291	4,252	8,543	4,497	4,497	8,994
OPERATING SUPPLIES	16,673	13,598	30,271	15,381	11,872	27,253	19,080	12,126	31,206
FOOD & BEVERAGE	16,028	11,948	27,976	17,364	10,844	28,208	16,297	11,990	28,287
BEER & WINE PURCHASES	6,274	7,582	13,856	6,640	6,207	12,847	7,825	7,105	14,930
OTHER CONTRACTUAL SERVICES	13,804	11,629	25,432	14,976	10,075	25,052	14,772	11,714	26,486
TELEPHONE	1,136	1,239	2,376	1,680	1,721	3,401	512	822	1,333
MERCHANDISE	7,649	5,311	12,960	11,297	6,041	17,338	14,329	10,360	24,689
CONTRACTUAL ALARM	3,128	946	4,073	1,772	965	2,737	1,830	992	2,822
ELECTRICITY	0	4,519	4,519	0	3,527	3,527	5,117	4,639	9,756
GAS	245	1,614	1,859	279	1,279	1,558	257	1,757	2,014
WATER	1,925	1,700	3,625	3,783	1,806	5,589	953	1,789	2,743
LIQUOR LICENSE	1,253	1,253	2,505	1,253	1,253	2,505	1,253	1,253	2,505
PRINTING & PUBLISHING	2,452	1,469	3,921	3,690	2,105	5,795	1,397	1,234	2,632
MARKETING & ADVERTISING	5,647	1,864	7,512	3,018	3,125	6,143	7,485	5,225	12,709
MISCELLANEOUS	0	0	0	0	0	0	0	0	0
DEPRECIATION	57,130	50,776	107,906	56,445	55,417	111,862	46,293	46,410	92,703
EQUIPMENT RENTAL	15,923	17,044	32,967	18,244	17,569	35,813	18,000	17,750	35,750
TRAINING	135	135	270	2,403	2,403	4,806	812	812	1,624
LIABILITY INSURANCE	14,162	14,162	28,324	13,970	13,970	27,939	13,819	13,819	27,638
CONTRIBUTED EXP. - CAP. OUTLAY	0	0	0	(4,388)	0	(4,388)	(3,162)	0	(3,162)
MACHINERY & EQUIPMENT	0	0	0	0	9	9	3,162	0	3,162
FURNITURE	0	0	0	0	0	0	0	0	0
BUILDINGS	0	0	0	0	0	0	0	0	0
PUBLIC IMPROVEMENTS	0	0	0	4,388	0	4,388	0	0	0
CONTRIBUTION TO GENERAL FUND	50,000	0	50,000	100,000	0	100,000	150,000	0	150,000
SUB-TOTAL CLUBHOUSE	371,907	280,732	652,639	429,681	279,315	708,996	460,869	280,243	741,112
TOTAL OPERATING EXPENSE	582,433	456,962	1,039,395	627,751	495,647	1,123,398	682,433	504,234	1,186,667
TOTAL REVENUES	698,328	447,647	1,145,975	677,380	394,836	1,072,216	745,864	445,522	1,191,386
OPERATING INCOME (LOSS)	115,895	(-9,314)	106,580	49,629	(100,811)	(51,182)	63,431	(58,712)	4,719

2020 PROSPECTUS

Our main objective is simple, sell golf memberships. Members are the lifeblood of the courses and we want to ensure that Lincoln Hills and Springdale are well manicured to attract new members and retain the existing. We also understand the importance of service from the moment they step foot on the property to the moment they leave. They are the best advocates and we want them to “rave” of their experiences to their family and friends to grow the membership base.

LOCAL MEDIA VENUES

- ❖ Full Page Ad in Birmingham Bloomfield Chamber of Commerce Membership Directory
- ❖ Monthly E-Blasts with the Birmingham Bloomfield Chamber of Commerce
- ❖ Advertisement in SEEN Magazine
- ❖ Advertisement in Jewish News
- ❖ Advertisement in St Hugo's in the Hills Bulletin
- ❖ Golf Association of Michigan (GAM)– E-Blast specific golf database
- ❖ Postcard Direct Mailer – invite the lapsed Residents to Welcome Back Outing
- ❖ E-Blast in the LittleGuide – great resource to advertise our Jr Golf Program

IN HOUSE MARKETING

- ❖ Utilize our website for all communications – [.golfbirmingham.org](http://golfbirmingham.org)
- ❖ Creating a “Member's Only” page on the website for additional communications
- ❖ Utilize our golf software to constantly E-Blast membership on promotions and events
- ❖ Utilize BSD to market specifically Birmingham Businesses
- ❖ Create Press Releases throughout the season regarding memberships, events, Jr Golf Program, leagues, and winter sports
- ❖ Send out “Welcome Packets” to new Residents - Golf Course Rack Card and Information
- ❖ Advertise promotions and events on the golf carts via the cart sign
- ❖ Flyers posted around clubhouse, counters, and bathrooms
- ❖ “Hit the Pavement” to local organizations and businesses to make them aware of the two amazing courses
- ❖ “Word of Mouth” by all staff members

NEW CAMPAIGNS

- ❖ **“One More Round”** – if the members played just one more time than 2019, they would generate 3,000 rounds in 2020
- ❖ **“Youth on Course”** Program sponsored by GAM – to be used ONLY during a couple of slow periods
- ❖ **“We Miss You”** letters to all lapsed Residents to come back and visit to see all the new upgrades and the fun events during the season
- ❖ **“Learn, Play & Bring A Guest”** – alternate between the range and course in a fun, relaxed environment

2020 Tournament Schedule

MARCH

"Early Sign-Up Bonus"

Purchase your membership during this time period at Lincoln Hills and receive a complimentary round of golf (valid through May 31, 2020).

<i>March 16th – 20th</i>	<i>Mon - Fri</i>	<i>10am – 6pm</i>	<i>Lincoln Hills GC</i>
<i>March 23rd – 30th</i>	<i>Mon - Fri</i>	<i>10am – 6pm</i>	<i>Lincoln Hills GC</i>

APRIL

"Welcome Back"

A special invitation sent out to all Residents that have not rejoined in the past few seasons to invite them back to enjoy golf, food and drink.

<i>April 18th</i>	<i>Saturday</i>	<i>3pm – 7pm</i>	<i>Lincoln Hills GC</i>
-------------------------------------	------------------------	-------------------------	--------------------------------

"Bring a Guest" Day

Our members are the greatest advocates and we offer them a discounted rate for their guests to play. If they choose to join by the end of April, they would receive a discount of \$25 off of their Non-Resident Membership.

<i>April 11th, 18th, 25th</i>	<i>Saturday</i>	<i>All Day</i>	<i>Lincoln Hills & Springdale GC</i>
---	------------------------	-----------------------	---

MAY

"Tres de Mayo" Scramble

Our First Annual Cinco de Mayo golf tournament last year was a success on Sunday afternoon. Unfortunately, it falls on a Tuesday in 2020, so we are calling this event "Tres de Mayo" to have it again on a Sunday afternoon. It is a fun themed tournament with Mexican food stations, contests and prizes

<i>May 3rd</i>	<i>Sunday</i>	<i>3pm – 7pm</i>	<i>Lincoln Hills GC</i>
----------------------------------	----------------------	-------------------------	--------------------------------

"Who Dunnit - "Murder on the 10th Hole"

A "Hole-In-One" Murder Mystery Comedy Tournament. The suspects will tee off at 5pm and then they will arrive for dinner and drinks. With the talented crew from the Murder Mystery Company, they will determine the true murderer by the end of the evening.

<i>May 9th</i>	<i>Saturday</i>	<i>5pm – 10pm</i>	<i>Lincoln Hills GC</i>
----------------------------------	------------------------	--------------------------	--------------------------------

Mother's Day "Closest to the Pin" Contest

This is a contest for all of our ladies that play at either course and the winner will receive a special prize.

May 10th **Sunday** **7am – 6pm** **Lincoln Hills & Springdale GC**

Memorial Day "Closest to the Pin" Contest

This is a contest for all of our members that play at either course and the winner will receive a special prize.

May 25th **Monday** **7am – 6pm** **Lincoln Hills & Springdale GC**

Nite Golf

Join us and play golf under the moon. We begin the night with a Taco Bar and beverages and when the sun has set, we send them out for a night full of adventure.

May 29th **Friday** **7:30pm – 12am** **Springdale GC**

June

The 7th Annual NEXT Golf Classic

This charity tournament is open to all golfers and the fun begins with a putting contest at 1pm. The golfers will start play at 2pm followed by a Cocktail Hour, and Dinner Served at 5:30pm.

June 1st **Monday** **1pm – 7pm** **Lincoln Hills GC**

2nd Annual Women's Golf Day (Global)

This is a global event and is geared to increase women participation in the game of golf.

June 2nd **Tuesday** **9-2pm** **Lincoln Hills GC**

Father's Day "Closest to the Pin" Contest

This is a contest for all of our men that play at either course and the winner will receive a special prize.

June 14th **Sunday** **7am – 6pm** **Lincoln Hills & Springdale GC**

Parent/Child Scramble

Marshmallow long drive contest followed by a 2-person scramble. An awards luncheon will follow with prizes and ice cream. What a great way to have some fun with the family.

June 28th **Sunday** **2pm-7pm** **Springdale GC**

JULY

Fourth of July "Closest to the Pin" Contest

This is a contest for all of our men that play at either course and the winner will receive a special prize.

July 4th **Saturday** **7am – 6pm** **Lincoln Hills & Springdale GC**

Parent/Child Alternate Shot

Marshmallow long drive contest followed by a 2-person Alternate Shot format. An awards luncheon will follow with prizes and brownies. What a great way to have some fun with the family.

June 28th Sunday 2pm-7pm Springdale GC

1st Annual "Luau"

Our members and their guests will play a fun themed 9-hole tournament followed by a pig roast, drinks and Hawaiian music. Prizes for the "Best Dressed".

July 25th Saturday 5:00pm – 10pm Lincoln Hills GC

AUGUST

Club Championship

We are proud to host our annual 2-day Championship to determine our Ladies and Men's Club Champions and Senior Champions. The field will play eighteen holes at Springdale on the first day followed by another eighteen holes at Lincoln Hills on the second day of play. The winners will advance to play in the GAM's Tournament of Champions as our guests.

August 1st & 2nd Sat & Sun Tee Times 8am Springdale & Lincoln Hills GC

Junior Club Championship

This tournament is well received by all of our juniors and it gives them an opportunity to put their skills and talents to the test. We offer many divisions for all levels and have awards luncheon with lots of trophies.

August 13th Thursday 8am Lincoln Hills GC

Nite Golf

Join us and play golf under the moon. We begin the night with a Taco Bar and beverages and when the sun has set, we send them out for a night full of adventure. Prizes for "Best Dressed".

August 21st Friday 6:30pm – 12am Springdale GC

SEPTEMBER

Nine Dine Sing

Our popular "Dueling Pianos" gets the crowd singing after a fun 9-Hole Scramble and Dinner. This is a must and be sure to "Save the Date."

Sept 12th Saturday 5pm – 10pm Lincoln Hills GC

OCTOBER

Halloween Nite Golf

Join us and play golf under the moon. We begin the night with a Taco Bar and beverages and when the sun has set, we send them out for a night full of adventure. Prizes for "Best Dressed".

Oct 23rd Friday 6pm – 11pm Springdale GC

NOVEMBER

8TH Annual Turkey Shoot

Rain, Snow or Shine. We end the season with this charity event that benefits The Lighthouse in Pontiac. We have given many turkeys and non-perishable items over the years and it has become a staple in our events.

Nov 7th Saturday 11am – 3pm Springdale GC

MONTHLY EVENTS

Senior Scramble Day

We will host a monthly senior scramble event followed by lunch and prizes.

May thru Aug Thursday Tee Times @ 10 AM Alternate Courses

"Family Day"

Bring your child, grandchild, neighbor on a Sunday afternoon and the junior plays free. We also have forward tees to make it more enjoyable for all.

May thru Aug Sunday Tee Times @ 4pm-5pm Alternate Courses

Women's Beginner League

To introduce the game of a lifetime in a fun, stress-free environment. Objective is to develop new players that will become "core-golfers" in the future.

June thru Aug Monday Tee Times Start at 7pm Springdale GC



MEMORANDUM

Planning Division

DATE: March 12, 2020

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Community Development Department/Planning Division Annual Report & Planning Board, Historic District Commission, and Design Review Board Action Lists for 2020-2021

Please find attached the Planning Division's Annual Report for 2019-2020, including the Planning Board's Action List 2020-2021, the Historic District Commission's Action List, and the Design Review Board's Action List for your review.

R10E2

**COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION ANNUAL REPORT
AND 2020-2021 ACTION LIST FOR
THE PLANNING BOARD THE HISTORIC DISTRICT COMMISSION
THE DESIGN REVIEW BOARD**

PLANNING DIVISION STAFF

Jana L. Ecker, Planning Director
Brooks Cowan, City Planner
Nicholas Dupuis, City Planner

PLANNING BOARD

Scott Clein, Chairperson
J. Bryan Williams, Vice Chair
Janelle Whipple Boyce
Bert Kosek
Robin Boyle
Stuart Jeffares
Daniel Share
Jason Emerine (Alternate Member)
Nasseem Ramin (Alternate Member)
Rachel Hester, Student Representative
June Lee, Student Representative

DESIGN REVIEW BOARD

John Henke, III, Chairperson
Keith Deyer, Vice Chair
Gigi Debbrecht
Patricia Lang
Michael Willoughby
Natalia Dukas
Joseph Mercurio
Dulce Fuller (Alternate Member)
Alex Jerome (Alternate Member)

HISTORIC DISTRICT COMMISSION

John Henke, III, Chairperson
Keith Deyer, Vice Chair
Patricia Lang
Michael Willoughby
Natalia Dukas
Gigi Debbrecht
Doug Burley
Kevin Filthaut (Alternate Member)
Dulce Fuller (Alternate Member)

**MULTI MODAL TRANSPORTATION
BOARD**

Lara Edwards
Daniel Rontal
Amy Folberg
Joanna Slanga
Doug White
Katie Schafer
Daniel Issaksen (Alternate Member)
Joe Zane (Alternate Member)

**THE 2019-2020 COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION ANNUAL REPORT
PLANNING BOARD, HISTORIC DISTRICT COMMISSION, AND THE DESIGN REVIEW BOARD**

Each year, the City Commission asks the Planning Division to prepare a report outlining the board and commission activities from the previous year. This report covers the year beginning **April 1, 2019 and ending March 31, 2020**. In preparing the report, the Planning Board, the HDC, and the DRB have the chance to review their goals and objectives for the upcoming year.

The report is separated into two distinct parts: 1) Accomplishments and 2) Goals. The Accomplishments section cites in narrative form the activities conducted by each board. This narrative will include a list of public hearings, studies and reviews.

The Goals section lists the items from the Planning Board's 2020-2021 Action List, the HDC's 2020-2021 Action List, and the DRB's 2020-2021 Action List and speaks to the action taken on each item. From this list, each board, as well as the City Commission, has the opportunity to evaluate their goals and objectives, and make any needed amendments.

SECTION ONE: ACCOMPLISHMENTS

PLANNING BOARD

Site Plans

The Planning Board, which meets the second and fourth Wednesdays of each month, sets aside their first meeting of the month for discussion or study items and their second meeting of the month for site plan reviews. The following list includes all the site plans reviewed from **April 1, 2019 to March 31, 2020**. It should be noted that each site plan may have been reviewed more than once:

1. 203 Pierce – Toast, request for Final Site Plan to permit a change of hours of operation and a change of ownership
2. 280 Merrill – Rojo/Sidecar, request for Final Site Plan to permit a change in the size and interior layout of each establishment
3. 35001 Woodward – The Maple, request for approval of Preliminary Site Plan to permit construction of a five story hotel building
4. 310 E. Maple – Perno (Former Café Via space), request for Final Site Plan approval and approval of SLUP to permit a new bistro in vacant former restaurant space
5. 333 N. Old Woodward / Bates Street Project – Building 2, RH – Request for approval of the Preliminary Site Plan for private development on site 2 consisting of a 5 story building facing N. Old Woodward, adjacent to the east of the proposed City parking structure
6. 1986 Northlawn – Private Residence, request for review and approval of the installation of eight solar panels on the front (street) facing portion of the roof of a private single family residence
7. 696 Southfield, Single Family Home – Request for a Design Review for approval to install solar panels on a front facing section of the roof on a single-family residence.
8. 588 N. Old Woodward, Sweetwaters Coffee & Tea (former wine shop) Request for Final Site Plan and Design Review to remodel the existing building for food and drink establishment (no alcohol) in the O2 (Office Commercial) zoning district
9. 34745 Woodward, Jax Kar Wash – Request for Final Site Plan and Design Review to add a covered detailing area and reconfigure access and circulation for the site
10. 720 N. Old Woodward, Kohler Building – Request for approval of the Preliminary Site Plan to allow the construction of a third floor on an existing building to add 4 residential units, and a design update on the exterior of the existing building
11. 2159 E. Lincoln – Lincoln Yard (Former Birmingham Schools Bus Garage) to consider a new restaurant serving alcohol under the Economic Development category of liquor license in the MX zoning district
12. 34965 Woodward (Former Peabody Restaurant) to consider request for Site Plan Extension
13. 117 Willits, Sidecar, Slice and Shift (Former Mitchells Seafood) – Request for approval of Final Site Plan and Special Land Use permit to allow the operation of three licensed restaurants (Sidecar, Slice and Shift) sharing one kitchen and under common ownership
14. 298 S. Old Woodward, Daxton, Request for Final Site Plan approval
15. 344 N. Old Woodward (existing office building) – Request for Final Site Plan and Design Review to add a third floor of residential units to an existing office building

16. 111 Henrietta & 195 W. Maple – Brooklyn Pizza (including former Birmingham Geek space) – Request for Final site Plan & Design Review to convert the former Birmingham Geek space into restaurant space to expand the existing Brooklyn Pizza space, including exterior changes to the building
17. 469-479 S. Old Woodward (former Mountain King and Talmer Bank) – Request for Preliminary Site Plan approval for construction of a new five story mixed use building in the B4/D4 zone district
18. 770 S. Adams (existing office building) – Request for Preliminary Site Plan approval for construction of a new five story mixed use building in the MU3/MU5 zone of the Triangle District
19. 412-420 E. Frank (The Bristol) – Request for design changes to the previously approved residential building
20. 2101 E. 14 Mile Road (vacant parking lot) – Request for Preliminary Site Plan approval for construction of a new one story medical office building in the O1 Office zoning district
21. 34350 Woodward (previously 835 Haynes, Fred Lavery Porsche) & 907 – 911 Haynes (former Barda Salon building) – Final Site Plan & Design Review for the entire site to allow demolition of the existing Barda Salon building and construction of a surface parking lot on 907-911 Haynes to provide additional parking for the Porsche dealership at 34350 Woodward
22. 501 S. Eton (Whistle Stop) – Final Site Plan & Design Review for construction of rear addition to the building and changes to existing building
23. 1026 Canterbury Street (House) – Design Review to consider installation of solar panels on roof of single family home
24. 1800 Pine Street (House) – Design Review to consider installation of solar panels on roof of single family home
25. 35001 Woodward (Parking lots & Hunter House) – Revised Preliminary Site Plan & Community Impact Study Review to allow construction of a new 5 story mixed use building containing retail, office and residential uses
26. 160 W. Maple (Dick O'Dow's) – Amendment of Special Land Use Permit to temporarily provide outdoor dining at the rear of the restaurant during 2020 due to Maple Road reconstruction
27. 2101 E. 14 Mile Road (vacant parking lot) – Final Site Plan & Design Review for construction of new one story medical office building

Special Land Use Permits

The Planning Board reviewed the following special land use permits (SLUPs):

1. 203 Pierce – Toast, request to permit change of hours of operation and change of ownership
2. 280 Merrill – Rojo/Sidecar, request to permit change in size and interior layout of each establishment
3. 310 E. Maple – Pernoi, (Former Café Via space) request for approval of SLUP to permit a new bistro in vacant former restaurant space
4. 588 N. Old Woodward, Sweetwaters Coffee & Tea (former wine shop) Request for Final Site Plan and Design Review to remodel existing building for a food and drink establishment (no alcohol) in the 02 (Office Commercial) zoning district

5. 2159 E. Lincoln – Lincoln Yard (Former Birmingham Schools Bus Garage) consider new restaurant serving alcohol under the Economic Development category of liquor license in the MX zoning district
6. 117 Willits, Sidecar, Slice, and Shift (Former Mitchells Seafood) – Request for approval of a Special Land Use Permit to allow the operation of three licensed restaurants (Sidecar, Slice and Shift) sharing one kitchen and under common ownership
7. 298 S. Old Woodward, Daxton Hotel – Request for approval of a Special Land Use Permit to consider granting approval for a hotel liquor license in the B4/D4 zoning district
8. 111 Henrietta & 195 W. Maple – Brooklyn Pizza (including former Birmingham Geek space) – Request for Special Land Use Permit to operate a bistro with the service of alcohol in the existing Brooklyn Pizza, to be expanded, in the B4/D4 zoning district
9. 34350 Woodward (previously 835 Haynes, Fred Lavery Porsche) & 907-911 Haynes (former Barda Salon Building) – Amendment of Special Land Use Permit at 34350 Woodward to include the property at 907-911 Haynes to allow demolition of the existing Barda Salon building and construction of a surface parking lot on 907 – 911 Haynes to provide additional parking for the Porsche dealership at 34350 Woodward
10. 160 W. Maple (Dick O'Dow's) – Amendment of Special Land Use Permit to temporarily provide outdoor dining at the rear of the restaurant during 2020 due to Maple Road reconstruction

Community Impact Statements

For proposed construction over 20,000 square feet, the developer must provide a Community Impact Statement (CIS), which addresses planning, zoning, land use and environmental issues, as well as public service and transportation concerns.

1. 333 N. Old Woodward, Bates Street Project – Entire Site, Emphasis on Building 2, RH – Request for acceptance of Community Impact Study for private development on Site 2 consisting of a mixed use building facing N. Old Woodward, adjacent to the east of the proposed City parking structure
2. 469-479 S. Old Woodward (former Talmer Bank and Mountain King) - Request for Community Impact Study acceptance for construction of a new five story mixed use building in the B4/D4 zone district
3. 770 S. Adams (existing office building) – Request for Community Impact Study acceptance for construction of a new five story mixed use building in the MU3/JU5 zone of the Triangle District
4. 35001 Woodward (Parking lots & Hunter House) – Revised Community Impact Study Review to allow construction of a new 5 story mixed use building containing retail, office and residential uses

Rezoning Applications

Over the past year, there were 2 requests for rezoning/zoning amendments on property within the City of Birmingham.

1. 1175 Chapin – (existing single family home), request for rezoning from R4 (Two family residential) to P (Parking) to allow demolition of existing house and construction of a surface parking lot

2. 469-479 S. Old Woodward (Former Mountain King and Talmer Bank) – Request for rezoning from B3/D4 to B3/D5 to allow construction of a new 9 story mixed use building

Pre-Application Discussions, as suggested in the DB2016 Report, are recommended for new construction. This type of discussion is beneficial to both the applicant and the Planning Board, giving both the opportunity to informally discuss proposals. However, the placement of the discussion, at the end of a site plan review meeting, often precludes all issues from being discussed. The following Pre-Application discussions occurred from April 1, 2019 to March 31, 2020:

1. 720 – 726 N. Old Woodward
2. 344 N. Old Woodward
3. 635 Elm Street –The Elsmar
4. 219 Elm Street - (existing chiropractic office)

Courtesy Reviews

1. N. Old Woodward Bates Street Project Phase 1 – Courtesy Review of proposed parking deck, surface parking lot and extension of Bates Street from Willits to N. Old Woodward
2. 300 W. Merrill – Baldwin Library Youth Room Addition glazing proposal

Study Sessions/ Discussions

The Planning Board also engaged in many study sessions and discussions with regard to the following topics. It should be noted that these topics are often discussed at multiple meetings:

Study Sessions

1. Revised Draft – Planning Board Action List, 4/10/19
2. Rooftop Uses, 4/10/19, 5/8/19
3. Railing and Screening Materials, 4/10/19, 7/10/19
4. Action Item List, 4/10/19
5. City Wide Master Plan Concepts, 5/20/19
6. Sub-committee of Planning Board for N. Old Woodward Parking Deck/Bates Street Project, 6/12/19
7. Update from DPZ Team on Master Plan Process 7/10/19, 8/28/19, 9/11/19
8. Zoning Ordinance Amendment – D5 Overlay Zoning 7/10/19
9. Enclosed Balcony Regulations 7/10/19
10. Economic Development Licenses, 9/11/19
11. Master Plan Update, 10/23/19, 11/13/19, 1/8/20
12. D5 Study, 11/13/19
13. Glazing Standards, 11/13/19, 1/8/20
14. 2019 Administrative Approval Report, 1/8/20
15. Solar Panel Review Process, 1/8/20
16. Master Plan – Review of Draft Master Plan Document – Section A Vision, 2/12/20
17. Master Plan – Review of Draft Master Plan Document – Section B Neighborhoods 3/11/20

Public Hearings/ Zoning Amendments

Public hearings were held by the Planning Board to ensure public participation at various stages in the planning process. The following ordinances were reviewed at public hearings by the Planning Board:

Railing and Screening Materials

1. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 3, SECTION 3.04(E) (12), ARCHITECTURAL STANDARDS, TO REGULATE BALCONY, RAILING, AND PORCH MATERIALS.

2. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.54(B) (8), SCREENING STANDARDS, TO REGULATE TRASH RECEPTACLE SCREENING MATERIALS.

PH 5/8/19

Rooftop Use and Amenities

1. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.18(A), HEIGHT STANDARDS, TO REGULATE ROOFTOP ITEMS EXCLUDED FROM HEIGHT STANDARDS.

TO AMEND ARTICLE 4, SECTION 4.19(A), HEIGHT STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES IN THE MX ZONE DISTRICT.

TO AMEND ARTICLE 5.03 R4 DISTRICT, R5 DISTRICT, R8 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.04 R6 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.05 R7 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.06 O1 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.07 O2 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.08 P DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.09 B1 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.10 B2 DISTRICT, B2B DISTRICT, B2C DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.11 B3 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.12 B4 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.13 MX DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.14 TZ1 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.15 TZ2 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 5.16 TZ3 DISTRICT, USE SPECIFIC STANDARDS, TO ALLOW ROOFTOP USE AND AMENITIES.

TO AMEND ARTICLE 9, DEFINITIONS TO DEFINE BUILDING HEIGHT, BUILDING HEIGHT- DOWNTOWN OVERLAY, AND ROOFTOP.

PH 6/12/19

Height Standards – Overlay Districts

1. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND **ARTICLE 3, OVERLAY DISTRICTS, SECTION 3.04(A)**, TO CONSIDER AMENDING THE BUILDING HEIGHT STANDARDS IN THE D5 ZONE OF THE DOWNTOWN BIRMINGHAM OVERLAY DISTRICT.

AND

TO AMEND **ARTICLE 9, SECTION 9.02, DEFINITIONS**, TO ADD A DEFINITION FOR ABUTTING.

PH 12/11/19

Economic Development Licenses

1. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

To amend **Appendix C, Exhibit 1** to include the property at **2159 E. Lincoln** as a property qualified for an Economic Development License

2. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

To amend **Article 2, Section 2.39, MX (Mixed Use) District**, to consider allowing establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 3, Licenses for Economic Development (only permitted on those parcels within the Rail District identified on Exhibit 1; Appendix C) with a valid Special Land Use Permit.

PH 9/11/19

HISTORIC DISTRICT & DESIGN REVIEW COMMISSION, THE HISTORIC DISTRICT COMMISSION, AND THE DESIGN REVIEW BOARD

Both the HDC (Historic District Commission) and the DRB (Design Review Board) meet on the first and third Wednesdays of each month, with a limit of 4 regular reviews per meeting, and up to 8 reviews without formal presentation. Limiting reviews in this way allows the HDC & DRB time to conduct public hearings and discuss study session items.

Design Reviews

The following businesses requested design reviews by the DRB to alter the appearance of their buildings:

1. 203 Pierce – Toast
2. 280 Merrill – Rojo/Sidecar
3. 525 W. Merrill (former dental office/residential building)
4. 700 N. Old Woodward

Historic Reviews

The following historic buildings proposed changes that required review by the HDC:

1. 539 S. Bates (previously postponed)
2. 361 E. Maple – Hawthorne building (previously postponed)
3. 277 Pierce – Site Plan extension
4. Birmingham Museum – Heritage Zone Landscape Master Plan
5. 117 Willits – Shift/Sidecar/Slice
6. 135 Pierce – Planthropie
7. 487 Willits – Edgar Lamb House
8. 111 Henrietta & 195 W. Maple – Brooklyn Pizza
9. 412 Willits – Stickney House

Sign Reviews

The following businesses requested sign reviews:

1. 555 S. Old Woodward – Building ID Sign and Lighting (previously postponed)
2. 2010 Cole – Braam’s Custom Cabinets
3. 101 E. 14 Mile - Mobil

Courtesy Reviews

1. 300 W. Merrill – Baldwin Library, Youth Room Addition

Historic Pre-Application Discussions

1. 100 N. Old Woodward
2. 366 W. Brown (Fence)
3. 366 W. Brown (Windows)

4. 163 W. Maple

Study Session Discussions:

- 1.** 2019 Historic District Commission Action List, 2/20/19
- 2.** Certified Local Government Evaluation Report 2/20/19
- 3.** Proposed Amendment to Article 1, Sections 1.03, 1.05 and Table B, and Article 3, Section 3.02, to eliminate "Open" signs 2/20/19, 3/20/19
- 4.** 2019 Design Review Board Action List 2/20/19
- 5.** Electronic Message Centers 8/21/19, 9/4/19
- 6.** Heritage Home Program 9/30/19, 11/18/19
- 7.** Collaborative Preservation Projects 11/18/19
- 8.** 2020 Action List, 1/15/20
- 9.** CLG Community Partnership Program, 1/15/20
- 10.** Canopy Signs, 2/19/20, 3/4/20
- 11.** The Birmingham Plan (2040), 2/19/20, 3/4/20

MULTI-MODAL TRANSPORTATION BOARD

The Multi-Modal Transportation Board (MMTB) meets on the first Thursday of every month.

Pedestrian Improvements

1. Maple Road / S. Eton
2. Willits / Oakland and N. Old Woodward Intersection
3. Maple Road and Southfield Intersection

Signage and Signal Requests

1. Smith and Cummings Stop Sign Request
2. Millrace Yield Sign Review
3. Adams Road Corridor Traffic Signal Coordination
4. Stop Sign Warrant Studies: Glenhurst and Oak
5. Stop Sign Warrant Studies: Bennaville & Edgewood and Bennaville & Grant

Bicycle

1. S. Eton – Maple Road to Villa Bike Lane
2. Bicycle Infrastructure Priorities
3. Bicycle Parking in Public Parking Decks
4. Review of SEMCOG Regional Bike Plan

Other

1. Cranbrook Road – W. Lincoln to W. Maple Improvements
2. 2019 Asphalt Resurfacing Program
3. Board Training – Transit Oriented Development
4. Review of Draft Master Plan

SECTION TWO: GOALS

The Planning Division boards and commissions set specific goals and priorities each year as part of the annual report. The formulation of these goals comes from the City Commission, Planning Board, HDC, DRB, and City Staff. Upon review of the items noted on the action lists that follow (see attached), the Planning Board, the HDC, and the DRB will make recommendations to the City Commission, as they deem important and necessary.

2020 HDC ACTION LIST RANKING

HISTORIC	Rank
Complete CLG Community Partnership Program Applications	1
Schedule Training Sessions for HDC and Community	2
Redesign HDC Board Applications	3
Draft Letter to Historic Property Owners	4
Revamp Heritage Home Program	5
Historic District Ordinance Enforcement	6
Develop Interactive Map of Historic Properties in Birmingham	7

2020 DRB ACTION LIST RANKING

DESIGN REVIEW	Rank
Redesign/Update DRB Board Applications	1
Update Sign Ordinance	2
Create New Informational Artwork for Sign Ordinance	3
Sign Ordinance Enforcement	4

Planning Board Action List – 2019 – 2020

	TOPIC	SPECIFIC DIRECTION/ PROBLEM DEFINITION	STUDY SESSION	PUBLIC HEARING	STATUS	NOTES
1	Master Plan Update	See RFP.	Charrette May 14-21, 2019 Drop-In Clinic July 8-10, 2019		In Progress	· DPZ team hired to complete Master Plan in early 2020
2	Solar Panel Review Process	· Simplify the design review process for solar panel installation				· Direction by City Commission on June 17, 2019
3	Balcony / Terrace Enclosures	· Clarify the review process for enclosing outdoor living space · Develop regulations for materials, character etc. of enclosure systems				· Direction by City Commission on June 17, 2019
4	Definition of Retail – Long Term Study		8/10/16 3/29/17 5/10/17 6/14/17 1/10/18 3/14/18 4/11/18 5/9/18 6/13/18 6/18/18 7/11/18 7/25/18 8/3/18 (CC) 8/27/18 (CC) 10/24/18		On Hold Pending Master Plan	· Recommend be considered as part of the Master Plan process

5	Parking Issues:					
	<ul style="list-style-type: none"> Shared Parking Parking Requirements 	<ul style="list-style-type: none"> Evaluate the success/difficulties encountered in other communities Require a formal shared parking agreement Review parking requirements for residential uses 	8/10/16 2/8/17 3/29/17 5/10/17 7/12/17 7/11/18 7/25/18 8/13/18(CC) 2/13/19		On Hold Pending Master Plan On Hold Pending Master Plan	Recommend be considered as part of the Master Plan process
6	Encourage Housing Options that Young People and Empty Nesters can Afford	<ul style="list-style-type: none"> Study methods and ordinance amendments that could encourage and promote the creation of smaller dwelling units at lower prices 			Related to Aging in Place	Recommend be considered as part of the Master Plan Process
7	Aging in Place	<ul style="list-style-type: none"> Consider ordinance amendments to allow existing homes to be modified for increased accessibility Consider allowing multi-generational housing stock Encourage affordable housing opportunities Enhance public spaces to accommodate an aging population 			Related to Affordable Housing Options	<ul style="list-style-type: none"> As discussed at the joint meeting of the City Commission / Planning Board on 10/15/18

8	South Woodward Gateway	<ul style="list-style-type: none"> Study the area along Woodward from 14 Mile Road to Lincoln to address parking and future development needs 				Recommend be considered as part of the Master Plan process
9	Study Potential D5 Parcels	<ul style="list-style-type: none"> Consider whether to extend the D5 zoning from Hazel to Brown 				Recommend be considered as part of the Master Plan process
10	Study Mixed Use Requirements	<ul style="list-style-type: none"> Consider changing the requirements for the stacking of mixed uses 				Recommend be considered as part of the Master Plan process

11	Consider looking at principal uses allowed and add flexibility ("and other similar uses")	<ul style="list-style-type: none"> · Evaluate the current system of listing only permitted uses in each zone district · Determine whether to continue this system, or switch to broad use categories (ie. retail is permitted, instead of listing drugstore, shoe store, grocery store) 				
12	Potential residential zoning changes; MF & MX garage doors	<ul style="list-style-type: none"> · Consider adding garage placement standards and/or garage door size or design standards for mixed use and multi-family residential developments 				
13	Sustainable Urbanism (Green building standards, pervious surfaces, geothermal, native plants, low impact development etc.)	<ul style="list-style-type: none"> · Incentive option in Triangle District · Guest speakers in LEED Certification, Pervious Concrete, LED Lighting, Wind Power, Deconstruction · Sustainability website & awards · Native Plant brochure 	2/09/2005 7/11/2007 8/08/2007 9/12/2007 1/9/2008 9/10/08 1/14/09 1/28/09 2/10/09 (LRP) 5/13/09 8/12/09 11/11/09 1/23/10 (LRP) 5/12/10 6/9/10	2/25/09 (PB - Solar) 1/13/10 (PB-Wind) 2/10/10 (PB-Wind) 6/14/2010 (CC-Wind)	Solar ordinance completed. Wind ordinance completed.	Recommend be considered as part of the Master Plan process

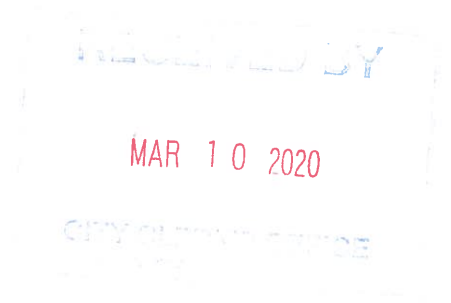
14	Additional Items to be Considered during Master Plan Process	<ul style="list-style-type: none"> ✓ Woodward Avenue Gateway Plan (Lincoln to 14 Mile Road) ✓ Parking ✓ Complete Streets ✓ Regional Planning 	7/12/17		On Hold	
15	Review Process for Public Projects	<ul style="list-style-type: none"> ✓ Clarify review process for projects on public property ✓ Consider requiring same site plan review process as that for private projects 				

Completed Items

Rooftop Uses & Structures	<ul style="list-style-type: none"> Allow use and occupation of rooftops in the MX District consistent with other mixed use zone districts Draft regulations to address the size, height and placement of permitted rooftop structures and / or enclosures 	10/24/18 12/12/18 2/13/19 3/13/19 4/10/19 5/8/19	6/12/19 (PB) 8/5/19 (CC)	Completed	<ul style="list-style-type: none"> As discussed at the joint meeting of the City Commission / Planning Board on 10/15/18
Commercial Projections onto Public Property / Architectural Allowances	<ul style="list-style-type: none"> Clarify in the Zoning Ordinance which, if any, projections are permitted into the ROW Draft regulations to address the height, projection or permitted materials for architectural features projecting into the ROW 	1/10/18 8/8/18 10/10/18 10/24/18 11/14/18 11/28/18 2/13/19	3/13/19 (PB) 5/6/19 (CC)	Completed	<ul style="list-style-type: none"> As directed by the City Commission on 7/10/17
Renovation of Commercial Properties	<ul style="list-style-type: none"> Amend the review procedures for new construction and/or the Renovation of existing buildings Clarify the distinction between a renovation and new construction Clarify the distinction between a site plan review and a design review Consider PB review for use changes 	8/19/17 10/13/17 1/10/18 4/11/18 1/9/19 2/13/19	3/13/19 (PB) 5/6/19 (CC)	Completed	<ul style="list-style-type: none"> As directed by the City Commission 7/10/17

Overlay Signage Standards	<ul style="list-style-type: none"> Consider consistent signage standards inside and out of the Downtown Birmingham Overlay District Consider quality of signage and fastening systems 	6/18/18 7/11/18 7/25/18	9/12/18 (PB) 2/11/19 (CC)	Completed	<ul style="list-style-type: none"> As discussed at the joint meeting of the City Commission / Planning Board on 6/18/18
Bistro Parameters	<ul style="list-style-type: none"> Review bistro regulations on the location or number of outdoor dining seats permitted Clarify and/or provide additional regulations for the operation of bistros Consider different standards 	7/12/17 8/9/17 9/13/17 1/10/18 3/14/18 6/13/18 7/11/18 8/18/18	4/11/18 (PB) 8/18/18 (PB) 9/7/18 (CC) 10/8/18 (CC) 12/3/18 (CC)	Completed	<ul style="list-style-type: none"> As directed by the City Commission on 7/10/17
Amend cost of parking space for payment-in-lieu of parking to allow additional building height in the Triangle District	<ul style="list-style-type: none"> Update cost of parking space to today's cost Build in automatic cost increase / year into ordinance language 	8/8/18 9/12/18	10/10/18 (PB) 11/19/18 (CC)	Completed	<ul style="list-style-type: none"> As directed by the City Manager
Church / Religious Institutions	<ul style="list-style-type: none"> Add definitions for Church and/or Religious Institutions Clarify in which zone district(s) each use is 	8/8/18	9/12/18 PB	Completed	<ul style="list-style-type: none"> As directed by the City Manager
Window Tinting Standards	<ul style="list-style-type: none"> Consider allowing clear glass only on first floor storefront windows Consider adding tint standards 	3/29/17 5/10/17	6/14/18 PB	Completed	<ul style="list-style-type: none"> As directed by the City Manager

Site Plan Submittal Requirements	<ul style="list-style-type: none"> · Add requirement that all applicants submit a plan showing adjacent properties to review context 	1/10/18	2/28/18 PB 3/14/18 PB	Completed	<ul style="list-style-type: none"> · As directed by the City Manager
Creation of Hotel Liquor Licenses	<ul style="list-style-type: none"> · Add a new category of liquor license to allow the City Commission to grant approval of liquor licenses for hotel uses in the City 		3/28/18 PB	Completed	<ul style="list-style-type: none"> · As requested by owner of the Daxton Hotel



March 3, 2020

Ms. Cherilynn Mynsberge, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

Re: Cartoon Network Moving to Digital Preferred Package

Dear Ms. Mynsberge:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that effective May 5, 2020, Cartoon Network will only be available as part of Digital Preferred. It will no longer be available as part of Digital Starter TV service, the Kids & Family Genre Pack, or the Latino 300 and Latino 450 packages. We are notifying impacted customers of these changes through a bill message.

Also, on March 24, 2020, WE TV will be added to the Entertainment Package.

Additionally, on April 21, 2020, WGN America will be added to the Entertainment Package.

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



COMCAST ANNOUNCES COMPREHENSIVE COVID-19 RESPONSE TO HELP KEEP AMERICANS CONNECTED TO THE INTERNET

Company Opens Xfinity WiFi Network Nationally for Free, Offers Unlimited Data for Free, Confirms Its Commitment to Connecting Low-Income Families

PHILADELPHIA – March 13, 2020 – On the heels of offering new, low-income Internet Essentials customers two months of free internet and raising the speed of that program's service to 25/3 Mbps, Comcast today announced additional steps to help ensure people stay connected to the internet as more schools suspend classes and companies encourage employees to work from home due to the Coronavirus.

"During this extraordinary time, it is vital that as many Americans as possible stay connected to the internet – for education, work, and personal health reasons," said Dave Watson, Comcast Cable Chief Executive Officer. "Our employees also live and work in virtually every community we serve, and we all share the same belief that it's our Company's responsibility to step up and help out."

Comcast is taking steps to implement the following new policies for the next 60 days, and other important initiatives:

- **Xfinity WiFi Free For Everyone:** Xfinity WiFi hotspots across the country will be available to anyone who needs them for free – including non-Xfinity Internet subscribers. For a map of Xfinity WiFi hotspots, visit www.xfinity.com/wifi. Once at a hotspot, consumers should select the "xfinitywifi" network name in the list of available hotspots, and then launch a browser.
- **Pausing Our Data Plan:** With so many people working and educating from home, we want our customers to access the internet without thinking about data plans. While the vast majority of our customers do not come close to using 1TB of data in a month, we are pausing our data plans for 60 days giving all customers Unlimited data for no additional charge.
- **No Disconnects or Late Fees:** We will not disconnect a customer's internet service or assess late fees if they contact us and let us know that they can't pay their bills during this period. Our care teams will be available to offer flexible payment options and can help find other solutions.
- **Internet Essentials Free to New Customers:** As announced yesterday, it's even easier for low-income families who live in a Comcast service area to sign-up for Internet Essentials, the nation's largest and most comprehensive broadband adoption program. New customers will receive 60 days of complimentary Internet Essentials service, which is normally available to all qualified low-income households for \$9.95/month. Additionally, for all new and existing Internet Essentials customers, the speed of the program's Internet service was increased to 25 Mbps downstream and 3 Mbps upstream. That increase will go into effect for no additional fee and it will become the new base speed for the program going forward.
- **News, Information and Educational Content on X1 and Flex:** For those with school-age students at home, we've created new educational collections for all grade levels in partnership with Common Sense Media. Just say "education" into your X1 or Flex voice remote. To help keep customers informed, we also have created a collection of the most current news and information on Coronavirus. Just say "Coronavirus" into your X1 or Flex voice remote.

INFORMATION ONLY

- **24x7 Network Monitoring:** Underpinning all of these efforts, Comcast's technology and engineering teams will continue to work tirelessly to support our network operations. We engineer our network capacity to handle spikes and shifts in usage patterns, and continuously test, monitor and enhance our systems and network to ensure they are ready to support customer usage. Our engineers and technicians staff our network operations centers 24/7 to ensure network performance and reliability. We are monitoring network usage and watching the load on the network both nationally and locally, and to date it is performing well.

For more information and updates from Comcast related to Coronavirus, visit:

<http://www.comcastcorporation.com/COVID-19/>

About Comcast

Comcast Corporation (Nasdaq: CMCSA) is a global media and technology company with three primary businesses: Comcast Cable, NBCUniversal, and Sky. Comcast Cable is one of the United States' largest high-speed internet, video, and phone providers to residential customers under the Xfinity brand, and also provides these services to businesses. It also provides wireless and security and automation services to residential customers under the Xfinity brand. NBCUniversal is global and operates news, entertainment and sports cable networks, the NBC and Telemundo broadcast networks, television production operations, television station groups, Universal Pictures, and Universal Parks and Resorts. Sky is one of Europe's leading media and entertainment companies, connecting customers to a broad range of video content through its pay television services. It also provides communications services, including residential high-speed internet, phone, and wireless services. Sky operates the Sky News broadcast network and sports and entertainment networks, produces original content, and has exclusive content rights. Visit www.comcastcorporation.com for more information.

###



March 2, 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 a recent addition to our channel lineup.

Effective March 1, 2020, Cozi (WDIV) (Ch. 137) will be available as part of WOW! Small Cable.

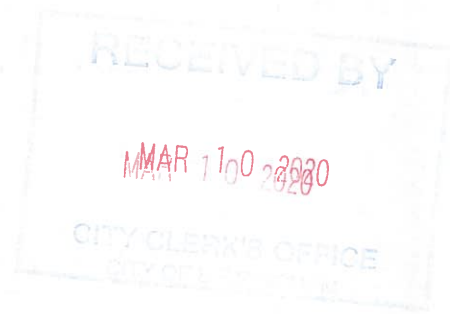
Customers subscribing to WOW! Small Cable will have access to this channel at no additional charge. We have communicated this change to our customers by placing a notice on our website.

Thank you for your continued support and cooperation. If you have any questions, please contact me at 248-677-9080.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Priester".

Terrell Priester
Everyone's Friend, Family Focused, Sports Fan
Director, Operations of WOW! Southeast Michigan
WOW! Internet, Cable and Phone



INFORMATION ONLY