

BIRMINGHAM CITY COMMISSION AGENDA
AUGUST 23, 2021
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

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

ANNOUNCEMENTS

- The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. Oakland County is currently classified as a substantial transmission area. The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.
- In The Park Summer Concerts are being held weekly in Shain Park on Wednesday evenings from 7 pm - 9 pm. Upcoming groups include the following:
 - August 25th Ben Sharkey
 - September 1st Sun Messengers
 - September 8th "The Byron Legacy Show" starring Bryon Cancelmo
- Patriot Week Proclamation
- Director of Professional Development Neal Rossow and his staff from the MACP Accreditation Program

APPOINTMENTS

- A. Advisory Parking Committee
1. Algirdas Vaitas
 2. James J. Arpin
 3. Sarsgar Nasserian
 4. Richard Astrein

To appoint ___ to the Advisory Parking Committee as a regular member who is a small retail owner to serve a three-year term to expire September 4, 2024.

To appoint ___ to the Advisory Parking Committee as a regular member who is a resident who does not qualify under the following categories: downtown commercial representative of large retail, small retail, a professional firm, a building owner, a restaurant owner, or a downtown employee to serve a three-year term to expire September 4, 2024.

To appoint ___ to the Advisory Parking Committee as a regular member who is a BSD member to serve a three-year term to expire September 4, 2024.

To appoint ___ to the Advisory Parking Committee as a regular member who is a restaurant owner to serve the remainder of a three-year term to expire September 4, 2023.

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

V. CONSENT AGENDA

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

- A. Resolution to approve the City Commission meeting minutes of August 9, 2021.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 11, 2021, in the amount of \$9,141,601.76.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 18, 2021, in the amount of \$1,537,613.98.
- D. Resolution setting a public hearing for September 20, 2021 to consider the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie – to allow the addition of a new outdoor dining platform in the N. Old Woodward right-of-way.
- E. Resolution setting a public hearing for September 20, 2021 to consider the following amendments to Chapter 126, Zoning:
 - 1. Article 7, Section 7.01 (General) to add general public notice requirements; and
 - 2. Article 7, Section 7.29 (Site Plan Review: Hearing on Review; Notice) to remove and relocate public notice requirements.
- F. Resolution approving the Interlocal Agreement between the seven (7) control units of the 48th District Court in order to receive the grant and local share funding from the State of Michigan as demanded by the MDIC and authorizing the City of Birmingham as the lead community to receive and administer all monies on behalf of the 48th District Court MDIC program, and authorizing the City Manager, Thomas M. Markus, to sign on behalf of the City.
- G. Resolution approving the Agreement for the Managed Assigned Counsel Coordinator (MACC) Under the Michigan Indigent Defense Commission (MDIC) between the City of Birmingham as the Lead Community for the District Control Units of the 48th District Court and Stephanie Ann Achenbach for the period of time from October 1, 2021 through September 30, 2022 and, to authorize the City Manager to sign on behalf of the City.
- H. Resolution authorizing the IT department to purchase 126 block hours of GIS support from Geographic Information Services, Inc. 2100 Riverchase Center, Suite 105, Birmingham, AL 35244, the total purchase not to exceed \$19,936.98. Funds are available in the IT Computer

Maintenance fund account # 636-228.000-993.0600. This purchase is considered a sole source purchase pursuant to section 2-280(d) of the City Code.

- I. Resolution confirming the City Manager's authorization for the emergency expenditure related to the sewer repair on W. Maple Road at Henrietta Street by Aaron's Excavating, for a cost not to exceed \$6,650.00 to be charged to the Sewer Fund, Other Contractual Services account #590-536.001-811.0000, pursuant to Sec. 2-286 of the City Code.
- J. Resolution confirming the City Manager's authorization for the emergency expenditure related to the repair of the Quarton Dam auxiliary spillway gate lifting mechanism by Midwest Power Systems, for a cost not to exceed for \$17,150.00 to be charged to the Quarton Lake Maintenance account #101-751.000-935.0300, pursuant to Sec. 2-286 of the City Code.
- K. Resolution confirming the City Manager's authorization for the emergency expenditure related to the repair of the Chester Street structure elevator by KONE Elevator for a cost not to exceed \$7,345.00 to be charged to the Automobile Parking System Fund, Chester Parking Structure Elevator Maintenance account #585-538.008-930.0200, pursuant to Sec. 2-286 of the City Code.
- L. Resolution to amend the contract with SP Plus Corporation for Parking Management Services for the five City owned parking structures. Furthermore, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.
- M. Resolution to approve the installation of a 4-way stop control at the intersection of Ferndale and Ravine and an installation of a stop sign on the southbound approach of Brookside at Ravine.
- N. Resolution approving a special event permit as requested by the Birmingham Shopping District to hold the 2021 Santa House beginning the weekend of November 27, 2021 through December 24, 2021 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, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.
- O. Resolution approving a special event permit as requested by the Birmingham Shopping District to hold the 2021 Winter Markt Friday, December 3 – Sunday, December 5, 2021 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 due to public health and safety measures.
- P. Resolution approving the renewal of Brooklyn Pizza's liquor license for 2021.
- Q. Resolution approving the suggested precinct change as required by the Election Commission and as recommended by the City Clerk. Precinct 6 presently located at City Hall will be permanently located at the Baldwin Public Library effective immediately.

VI. UNFINISHED BUSINESS**VII. NEW BUSINESS**

- A. Resolution awarding the Townsend and Peabody Street Paving Project #6-21(P), to DiPonio Contracting, Inc. contingent upon execution of the agreement and meeting all insurance and bonding requirements. In the amount of \$1,154,870.95, to be charged to the following accounts:

Sewer Fund, Public Imp.	590-536.001-981.0100	\$ 405,754.24
Water Fund, Public Imp.	591-537.004-981.0000	\$ 178,440.03
Local Streets Fund	203-449.001-981.0100	\$ 353,210.22
Major Streets Fund	202-449.001-981.0100	\$ 195,840.46
General Fund	101-444.002-981.0100	\$ 21,626.00
Total		\$ 1,154,870.95

To authorize the Mayor to sign the contract on behalf of the City; and

To approve the appropriation and amendment to the 2021/2022 budget as follows:

General Fund:

Revenues:

Draw from Fund Balance	101-000.000-400.0000	\$21,630
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Expenditures:

Engineering and Public Services – Alleys	101-444.002-981.0100	\$21,630
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Major Street Fund:

Revenues:

Draw from Fund Balance	202-000.000-400.0000	\$195,840
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Expenditures:

Construction of Roads and Bridges	202-449.001-981.0100	\$195,840
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Local Street Fund:

Revenues:

Draw from Fund Balance	203-000.000-400.0000	\$353,210
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Expenditures:

Construction of Roads and Bridges	203-449.001-981.0100	\$353,210
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Sewer Fund:

Revenues:

Draw from Fund Balance	590-000.000-400.0000	\$405,760
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Expenditures:

Sewer Improvements	590-536.001-981.0100	\$405,760
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Water Fund:

Revenues:

Draw from Fund Balance	591-000.000-400.0000	\$178,440
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Expenditures:

Water Main Improvements	591-537.004-981.0100	\$178,440
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- B. Resolution approving the City of Birmingham's participation in an Interlocal Agreement for Joint Senior Services, which together with three (3) neighboring communities, articulates their intention to contribute money so that NEXT and its Board of Directors may rely upon these monies in order to serve the seniors residing in the governmental units, and to authorize the City Manager to sign the Agreement on behalf of the City.
- C. Commission discussion on items from prior meeting.
 - 1. Glass Standards
- D. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Greenwood Cemetery Advisory Board Annual Report
 - 2. Interim Report on Infrastructure Ratings
 - 3. Manager's Report

INFORMATION ONLY

XI. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760
You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

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 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



Proclamation

Patriot Week September 11-17, 2021

WHEREAS, Throughout our country's history, the people of our great state and nation have worked together to ensure preservation of the American ideals of freedom and liberty we enjoy today; and

WHEREAS, American patriotism has endured through times of turmoil and times of peace, carrying our nation through the darkest days of history and strengthening our commitment to the ideals upon which our country was founded; and

WHEREAS, In great reverence to the victims of the September 11, 2001 attacks, and in recognition of the signing of the Constitution on September 17, 1787, Patriot Week is a time to celebrate the principles set forth by our founders as well as the countless historical figures, vital documents, speeches and symbols that helped make America the great nation it is today; and

THEREFORE BE IT RESOLVED:

that the City of Birmingham hereby recognizes September 11 – 17, 2021, as Patriot Week, and September 11, 2021, as Patriot Day, and encourages all residents to renew their appreciation and understanding of the history and first principles of the United States.

*On behalf of the City Commission and the residents of
Birmingham this 23rd day of August, 2021.*

Pierre Boutros, Mayor



NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, August 23, 2021, the Birmingham City Commission intends to appoint three regular members to the Advisory Parking Committee to serve three-year terms expiring September 4, 2024 (a BSD member, a resident, and a small retail owner) and one regular member to serve the remainder of a three-year term expiring September 4, 2023 (a restaurant owner.)

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, August 18, 2021. 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 voter on appointments.

Committee Duties

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The Committee shall recognize parking requirements of the CBD and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Downtown commercial large retail business.
Algirdas Vaitas	Small retail owner
James J. Arpin	Resident
Sarshar Nasserian	Resident
Richard Astrein	BSD member
	Restaurant owner

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

SUGGESTED ACTION:

To appoint _____ to the Advisory Parking Committee as a regular member who is a small retail owner to serve a three-year term to expire September 4, 2024.

To appoint _____ to the Advisory Parking Committee as a regular member who is a resident who does not qualify under the following categories: downtown commercial representative of large retail, small retail, a professional firm, a building owner, a restaurant owner, or a downtown employee to serve a three-year term to expire September 4, 2024.

To appoint _____ to the Advisory Parking Committee as a regular member who is a BSD member to serve a three-year term to expire September 4, 2024.

To appoint _____ to the Advisory Parking Committee as a regular member who is a restaurant owner to serve the remainder of a three-year term to expire September 4, 2023.



ADVISORY PARKING COMMITTEE

Resolution No. 8-882-84 - August 6, 1984. Amended by Resolution No. 9-989-84 September 4, 1984. Amended by Resolution No. 05-152-00 May 22, 2000. Amended by Resolution No. 05-139-17 May 22, 2017. Amended by Resolution No. #-###-19, October 28, 2019.

Terms: Three years

Appointment requirements for regular members: The majority of the members shall be residents and membership shall be as follows:

Downtown commercial representatives - large retail - 1 member; small retail - 1 member; professional firm - 1 member; Birmingham Shopping District - 1 member; restaurant owner - 1 member; downtown employee representative - 1 member; residential - two members who do not qualify under any of the previous categories, and one resident shopper.

2 alternate members may be appointed who own property, own a business or work in the parking assessment district.

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The committee shall recognize parking requirements of the CBD and

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Astrein	Richard	(248) 399-4228	12/9/2019	9/4/2021
13125 Ludlow			BSD member	
Huntington Woods	48070	richard@astreins.com		
Black	Aaron	(248)283-4200	12/8/2020	9/4/2022
2243 Dorchester Rd			Resident Shopper	
Birmingham	48009	ablack@daxtonhotel.com		
Honhart	Anne	(248) 644-3678	9/4/1984	9/4/2021
197 E. Frank			Resident	
Birmingham	48009	ahonhart@atlaswelding.com		
Kalczynski	Steven		11/26/2012	9/4/2023
100 Townsend		(248) 642-7900	Large Retail	
Birmingham	48009	skalczynski@yahoo.com		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Krueger 348 Ferndale Ave Birmingham	Lisa 48009	(248) 921-0099 <i>lisakrug21@gmail.com</i>	3/30/2015 Downtown Employee Member	9/4/2023
Paskiewicz 560 Woodland Birmingham	Judith 48009	248-642-3337 <i>judithpaskiewicz@hotmail.com</i>	Professional Firm	9/4/2022
Petcoff 463 Henley Birmingham	Mary-Claire 48009	(410)-991-1460 <i>mcp@wwwrplaw.com</i>	12/21/2020 Alternate	9/4/2023
Silverman 1200 Latham Birmingham	Lisa 48009	248-642-3337 <i>lisas229@aol.com</i>	10/7/2019 Resident	9/4/2022
VACANT				9/4/2023 Restaurant Owner
Vaitas 2633 Endsleigh Drive Bloomfield Village	Algirdas 48301	(248) 593-3177 <i>alvorth@aol.com</i>	11/13/2006 Small Retail	9/4/2021
Yert 490 Park St. Birmingham	Jennifer 48009	617-308-0080 <i>sulesq@yahoo.com</i>	8/13/2018 Alternate (Downtown Employee)	9/4/2023

CITY BOARD /COMMITTEE ATTENDANCE RECORD

Name of Board: Advisory Parking Committee
Members Required for Quorum: 4

Year: 2019

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	MTG	Mtgs.	Absent	Attended
REGULAR MEMBERS																	
Champagne, Gayle	P	P	CM	P	P	P	CM	CM	P	P	P				8	0	100%
Honhart, Anne	P	P	CM	P	P	P	CM	CM	A	A	A				5	3	63%
Kalczynski, Steven	P	P	CM	P	A	P	CM	CM	P	P	A				6	2	75%
Krueger, Lisa	P	A	CM	P	P	A	CM	CM	P	P	A				5	3	63%
Paskiewicz, Judith	P	P	CM	P	P	P	CM	CM	P	P	P				8	0	100%
Vaitas, Al	P	P	CM	P	P	P	CM	CM	P	P	P				8	0	100%
Horowitz, Michael	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P						
Silverman, Lisa	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P						
VACANT																	
ALTERNATES																	
Yert, Jennifer (8/2018)	A	P	CM	P	P	A	CM	CM	P	P	P						
VACANT																	
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	6	6	0	7	6	5	0	0	6	6	6	0	0	0			

KEY:

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

Department Head Signature

CITY BOARD /COMMITTEE ATTENDANCE RECORD

Name of Board: Advisory Parking Committee
Members Required for Quorum: 4

Year: 2020

MEMBER NAME	JAN	FEB	MAR	APR	5/6	5/15	JUN	JULY	AUG	SEP	OCT	NOV	DEC	MTG	Mtgs.	Absent	Attended
REGULAR MEMBERS																	
Champagne, Gayle	P	P	P	NM	P	P	P	NM	P	NM	P	P	NA		9	0	100%
Honhart, Anne	A	A	P	NM	A	A	A	NM	A	NM	A	A	A		1	9	10%
Kalczyński, Steven	P	P	P	NM	A	P	P	NM	P	NM	P	P	P		9	1	90%
Krueger, Lisa	P	P	A	NM	A	P	A	NM	A	NM	P	A	P		5	5	50%
Paskiewicz, Judith	P	P	P	NM	A	A	P	NM	P	NM	P	P	P		8	2	80%
Vaitas, Al	A	P	P	NM	P	P	P	NM	A	NM	P	P	P		8	2	80%
Astrein, Richard	P	P	P	NM	P	P	P	NM	P	NM	P	P	P		10	0	100%
Silverman, Lisa	P	A	P	NM	P	P	P	NM	P	NM	A	P	A		7	3	70%
ALTERNATES																	
Yert, Jennifer (8/2018)	P	P	A	NM	P	A	P	NM	P	NM	P	P	P				
Horowitz, Michael	A	A	A	NM	P	P	P	NM	P	NM	NA	NA	NA				
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	7	7	7	0	6	7	8	0	7	0	7	7	6	0			

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Department Head Signature

CITY BOARD /COMMITTEE ATTENDANCE RECORD

Name of Board: Advisory Parking Committee
Members Required for Quorum: 4

Year: 2021

MEMBER NAME	JAN	FEB	MAR	APR	MAY	6/2	6/16	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	Mtgs.	Absent	Attended
REGULAR MEMBERS																	
Astrein, Richard	CM	CM	P	P	P	P	P	NM							5	0	100%
Honhart, Anne	CM	CM	A	A	A	A	A	NM							0	5	0%
Kalczynski, Steven	CM	CM	P	P	A	P	P	NM							4	1	80%
Krueger, Lisa	CM	CM	A	P	A	P	P	NM							3	2	60%
Paskiewicz, Judith	CM	CM	A	A	P	A	P	NM							2	3	40%
Vaitas, Al	CM	CM	P	P	P	P	P	NM							5	0	100%
Black, Aaron	CM	CM	P	A	P	A	P	NM							3	2	60%
Silverman, Lisa	CM	CM	P	P	P	P	A	NM							4	1	80%
VACANT																	
ALTERNATES																	
Yert, Jennifer (8/2018)	CM	CM	P	A	P	A	P	NM									
Petcoff, Mary-Claire	CM	CM	P	P	P	P	P	NM									
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	0	0	7	6	7	6	8	0	0	0	0	0	0	0			

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- NA = Member not appointed at that time
- NM = No meeting scheduled that month
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Department Head Signature

**OFFICE USE ONLY**

Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest ADVISORY PARKING COMMITTEESpecific Category/Vacancy on Board SMALL RETAIL (see back of this form for information)Name ALGIRDAS VAITASPhone 248-321-4851Residential Address 2633 ENDSLEIGH DR.Email * ALVORTHO@AOL.COMResidential City, Zip BLOOMFIELD VILLAGE, MI 48301Length of Residence 10 YRSBusiness Address 620 N. OLD WOODWARD AVEOccupation ORTHODONTISTBusiness City, Zip BIRMINGHAM, MI 48009

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

MY ORTHODONTIC PRACTICE OF 25 YEARS OVERLOOKS LOT #6 AND I RECEIVE FEEDBACK ON PARKING ON AN ALMOST DAILY BASIS. I ALSO PARTICIPATED IN ESTABLISHING PERMIT AREAS SURROUNDING LOT #6

List your related employment experience _____

MY EXPERIENCE COMES THROUGH MY YEARS ON THE COMMITTEE AND INTERACTION WITH THE PUBLIC.

List your related community activities I PERIODICALLY MEET WITH THE BUSINESS OWNERS IN MY AREA TO RELIEVE FEEDBACK

List your related educational experience B.S. IN ENGINEERING - UNIV. OF MICHIGAN,

DOCTOR OF DENTAL MEDICINE + SPECIALTY IN ORTHODONTICS - BOSTON UNIVERSITY

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

Do you currently have a relative serving on the board/committee to which you have applied? NOAre you an elector (registered voter) in the City of Birmingham? NO

Signature of Applicant

Date

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

Updated 3/24/2021

*By providing your email 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.

**OFFICE USE ONLY**

Meets Requirements? Yes No

Will Attend / Unable to Attend

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(Please print clearly)

Board/Committee of Interest Advisory Parking CommitteeSpecific Category/Vacancy on Board Resident (see back of this form for information)Name James J. ArpinPhone 313 949 0252Residential Address 411 South Old WoodwardEmail * jjarpin@gmail.comResidential City, Zip Birmingham 48009Length of Residence 2 yrs. full + expat 8 yrs.

Business Address _____

Occupation Engineer / Consultant

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I am interestedin serving and enhancing the community. My background in land entitlement, RE development and HOA's gives me an appreciation for a multitude of related issues.I am actively following the downtown property transitions and the Resolution to review the Parking Assessment District operations.List your related employment experience Director of Business Development - GCM Contracting Solutions, Fort Myers, FLList your related community activities President of Birmingham Place Residential Condominium AssociationList your related educational experience BSIE - Purdue University, MBA - University of Michigan-Dearborn

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

Do you currently have a relative serving on the board/committee to which you have applied? NoAre you an elector (registered voter) in the City of Birmingham? YesExpressVPN Client Digitally signed by ExpressVPN Client
Date: 2021.08.18 09:14:39 -04'00'8/18/21

Signature of Applicant

Date

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

Updated 3/24/2021

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Meets Requirements? Yes No

Will Attend / Unable to Attend

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(Please print clearly)

Board/Committee of Interest Advisory Parking Committee - Regular Member who is a Resident

Specific Category/Vacancy on Board _____ (see back of this form for information)

Name Sarshar NasserianPhone 248-842-7333Residential Address 861 Coolidge Rd.Email *sarsharnasserian@gmail.comResidential City, Zip Birmingham, Mi. 48009Length of Residence 1Business Address 2135 W. Maple Rd.Occupation Product Line DirectorBusiness City, Zip Auburn Hills, Mi. 48326

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied: I have always been interested in helping out the city and getting involved in making a difference. My background of Program Management and engineering.

List your related employment experience: Product Line Director - Meritor / Director of Program Management - Dura Automotive / Lead Global Program Manager - Gestamp / Lead Program Manager - Marquardt Switches / Program Manager - American Axle

List your related community activities: I am a Mason and we participate in various community activities throughout the year. At work I also participate in food banks, community fundraisers, and other items that help out.

List your related educational experience: I studied Business Information Systems @ OU and currently finishing my Masters in Business Information Systems @ OU. I studied Mechanical Engineering @ MSU.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: No I do not nor does any of my family members.

Do you currently have a relative serving on the board/committee to which you have applied? NoAre you an elector (registered voter) in the City of Birmingham? Yes

Signature of Applicant

Date

8/18/2021

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

Updated 11/18/2020

**By providing your email 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.*

**OFFICE USE ONLY**

Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest ADVISORY PARKINGSpecific Category/Vacancy on Board BSD Board memberName RICHARD ASTREINPhone 248 514 4036Residential Address 13125 LUDLOWEmail RICHARD@ASTREINS.COMResidential City, Zip HUNTINGTON WDS 48070Length of Residence 48 YRSBusiness Address 120 W. MAPLEOccupation RETAILBusiness City, Zip BIRMINGHAM 48009

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

I HAVE BEEN A MERCHANT FOR 48 YRS I KNOW PARKINGList your related employment experience RETAILList your related community activities BSD Board member Chamber President, KWANIS BEAUMONT BOARD, ALZHEIMERS, COMMONGOODS RES, BIRMINGHAM YOUTH.List your related educational experience BA MICHIGAN STATE

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

NODo you currently have a relative serving on the board/committee to which you have applied? NOAre you an elector (registered voter) in the City of Birmingham? NOSignature of Applicant [Signature]Date 8-19-21

Birmingham City Commission Minutes

August 9, 2021

7:30 p.m.

Municipal Building, 151 Martin

Vimeo Link: <https://vimeo.com/event/3470/videos/579682159/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

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

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Police Chief Clemence, Assistant City Manager Ecker, City Attorney Kucharek, Consulting City Engineer Surhigh, Deputy Treasurer Todd

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

ANNOUNCEMENTS

The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. Oakland County is currently classified as a substantial transmission area. The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.

In The Park Summer Concerts are being held weekly in Shain Park on Wednesday evenings from 7 p.m. - 9 p.m. Upcoming groups include the following:

August 11th	Alan Turner
August 18th	Jill Jack
August 25th	Ben Sharkey
September 1st	Sun Messengers
September 8th	"The Byron Legacy Show" starring Bryon Cancelmo

The Police Department submitted a patrol vehicle to the Michigan Association of Chiefs of Police annual "Police Car of the Year" competition for 2021. The Department's current patrol vehicle graphics and color scheme were designed by a committee of volunteer department officers and implemented by Chief Clemence in 2017. The Police Department's patrol vehicle won second place in the State of Michigan for "Police Car of the Year" for 2021.

APPOINTMENTS

08-206-21 Appointment of Thomas Guastello to the Corridor Improvement Authority

The Commission interviewed Thomas Guastello for the appointment.

MOTION: Nomination by Mayor Pro Tem Longe:
To concur in the Mayor's appointment of Thomas Guastello to the Corridor Improvement Authority as the regular member to serve the remainder of a four-year term to expire December 15, 2024.

ROLL CALL VOTE: Ayes, Mayor Pro-Tem Longe
Mayor Boutros
Commissioner Baller
Commissioner Nickita
Commissioner Hoff
Commissioner Host
Commissioner Sherman

Nays, None

08-207-21 Appointment of Amanda Fishburn to the Multi-Modal Transportation Board

The Commission interviewed Amanda Fishburn for the appointment.

MOTION: Nomination by Commissioner Baller:
To appoint Amanda Fishburn to the Multi-Modal Transportation Board as an alternate member to serve a three-year term to expire October 27, 2022.

ROLL CALL VOTE: Ayes, Commissioner Baller
Commissioner Nickita
Commissioner Hoff
Commissioner Host
Commissioner Sherman
Mayor Pro-Tem Longe
Mayor Boutros

Nays, None

08-208-21 Appointment of Jay R. Shell to the Museum Board

The Commission interviewed Jay R. Shell for the appointment.

MOTION: Nomination by Commissioner Sherman:

To appoint Jay R. Shell to the Museum Board as a regular member to serve the remainder of a three-year term to expire July 5, 2024.

ROLL CALL VOTE: Ayes, Commissioner Sherman
Mayor Pro-Tem Longe
Mayor Boutros
Commissioner Baller
Commissioner Nickita
Commissioner Hoff
Commissioner Host

Nays, None

City Clerk Bingham swore in the appointees.

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

Andrew Haig recommended returning to virtual meetings again in light of the delta variant of Covid-19. He also asked that the City Manager's report be moved to the beginning of the Commission meetings.

Ingrid Tighe gave recommendations for addressing the City's recurring flooding issues. She stated Catalpa and Bird are two streets that have been particularly impacted.

CM Markus and Mayor Boutros notified Ms. Tighe that flooding in the City would be discussed at the end of the evening's agenda.

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.

08-209-21 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioner Hoff: Item F – Legends of Tomorrow

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host:
To approve the Consent Agenda with the exception of Item F.

ROLL CALL VOTE: Ayes, Commissioner Sherman
Commissioner Host
Mayor Pro Tem Longe
Commissioner Hoff
Commissioner Baller
Commissioner Nickita
Mayor Boutros

Nays, None

A. Resolution to approve the City Commission meeting minutes of July 26, 2021.

- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 28, 2021, in the amount of \$8,073,706.41.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 4, 2021, in the amount of \$615,077.21.
- D. Resolution to approve a request from the Birmingham Bloomfield Art Center to hold Art Birmingham in Shain Park and on surrounding streets on May 7-8, 2022 contingent upon compliance with all permit and insurance requirements, as well as payment of all fees and, further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.
- E. Resolution to approve a special event permit as requested by Schools Offer Support to hold the Strides for SOS road race September 26, 2021, 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, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.
- G. Resolution to authorize the creation of the Indigent Defense Fund for the purpose of accepting grant and local share funding and charging all MIDC plan-related costs to this fund; to authorize the Finance Director to sign the grant agreement with MIDC on behalf of the City; and to approve the appropriation and amendment to the 2021-2022 budget as follows:

Indigent Defense Fund

Revenues:

Intergovernmental Revenue	<u>\$532,550</u>
Total Revenues	<u>\$532,550</u>

Expenditures:

Indigent Defense Fund	<u>\$532,550</u>
Total Expenditures	<u>\$532,550</u>

- H. To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of Whistle Stop Diner, Inc. that requests a transfer of interest in a Class C License to be issued under MCL 436.1531(1) and new SDM License with Outdoor Service (1 Area) located at 501 S. Eton St, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of Whistle Stop Diner, Inc. approving the liquor license transfer request of Whistle Stop Diner, Inc. that requested a Class C License be transferred under MCL 436.1531(1) & new SDM License with Outdoor Service (1 Area) located at 501 S. Eton St, Birmingham, Oakland County, MI 48009.

- I. Resolution to approve an extension of the 2021 Sidewalk Trip Elimination Program through the addendum of the Contract #6-18 (SW) for the 2021 sidewalk program repair area, at 2018 contract prices, to Precision Concrete, Inc., in the amount of \$125,000.00, contingent upon submittal of the necessary bonds and insurance certificate. All costs shall be charged to account number 101-444.001-981.0100.

And to have the Mayor sign the approved contract addendum authorizing this work.

08-210-21 (Item F) Legends of Tomorrow

Police Chief Clemence said this event would not conflict with the setup of the Common Ground Art Fair in Shain Park.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To approve a special event permit as requested by Child Safe Michigan to hold the Legends of Tomorrow gala at the Townsend Hotel September 17, 2021, 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, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures. Additionally, to allow the use of a temporary liquor license for this event, 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.

ROLL CALL VOTE: Ayes, Commissioner Hoff
Commissioner Nickita
Mayor Boutros
Commissioner Host
Mayor Pro Tem Longe
Commissioner Sherman
Commissioner Baller

Nays, None

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

08-211-21 Public Hearing to Confirm S.A.D. for #895- Townsend Street Paving Project #6-21 (P), Water & Sewer Lateral Special Assessment

The Mayor opened the public hearing at 7:57 p.m.

DT Todd and CCE Surhigh presented the item.

CCE Surhigh confirmed for Commissioner Hoff that only water and sewer laterals meeting the City's criteria for replacement would be replaced as part of this project.

The Mayor closed the public hearing at 8:01 p.m.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Host:
To confirm Special Assessment Roll No. 895 (complete motion in agenda packet).

ROLL CALL VOTE: Ayes, Commissioner Nickita
Commissioner Host

Mayor Pro Tem Longe
Commissioner Sherman
Commissioner Baller
Commissioner Hoff
Mayor Boutros

Nays, None

08-212-21 Public Hearing for 300 - 394 S. Old Woodward and a portion of 294 E. Brown and a portion of 294 E. Brown Street – New Mixed Use 4 story Building, RH – Special Land Use Permit, Final Site Plan & Design Review

The Mayor opened the public hearing at 8:02 p.m.

ACM Ecker reviewed the item.

Victor Saroki was present on behalf of the applicant team.

Commissioner Nickita noted that if not for the liquor license aspect of this request the project would otherwise be considered fully approved given its prior review and approval by the Planning Board.

Commissioner Hoff complemented Mr. Saroki on the renderings.

ACM Ecker stated that parking reviews show that there is more than adequate parking available on street and in both the Pierce and Peabody parking structures for RH employees and customers.

In reply to Commissioner Baller, Mr. Saroki confirmed: this RH would be substantially the same as other RH locations; and, the majority of the lights in the building would go out in the evenings after business hours.

The Commission and Staff discussed whether to require the underground parking area be used either for public parking or valet services as part of the SLUP.

While acknowledging that conditions two and six of the SLUP language could both be used to address potential future parking issues arising from the development, CM Markus stated that it is often easier for the City to set out its expectations explicitly in order to minimize any potential future confusion. Consequently, he was supportive of adding language to the SLUP to require that the underground area be used for parking.

CA Kucharek stated she worked with Gayle MacGregor, attorney for the applicant, to compose an eighth condition for the SLUP: "That RESTORATION HARDWARE is required to utilize the underground parking of 24 spaces for valet services or for the public to park at all times during operation of the business."

Commissioners accepted the recommended eighth condition.

The City Attorney recommended not including the hours of operation in the SLUP since doing so could mean that minor changes, such as holiday hours, could entail a SLUP violation.

Discussion also noted that condition two would allow the Commission to address future concerns about hours of operation should they arise.

Public Comment

Alessandro Dinello, Michael Sbrocca, Brandon Gorge, Jeffrey Kaftan, Samy Eid, Andrea Rehm, David Schostak, Jeff Schoenberg, Ingrid Tighe, Cathy Remske, J.C. Cataldo, and Patricia Beatty spoke in support of the project.

The Mayor closed the public hearing at 9:24 p.m.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve a resolution issuing a Special Land Use Permit and approving the Final Site Plan and Design Review application for 300 - 394 S. Old Woodward and a portion of 294 E. Brown to allow a new building for Restoration Hardware, including a restaurant operating with an Economic Development Liquor License with the addition of the recommended eighth condition specifying that the underground parking area must be used for public parking or valet services;

AND

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of RH F&B Michigan, LLC that requests a transfer of interest in a Tavern License with new Outdoor Service (1 Area) to be issued under MCL 436.1501 located at 300-394 S Old Woodward, Birmingham, Oakland County, MI 48009;

AND

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of RH F&B Michigan, LLC approving the liquor license transfer request of RH F&B Birmingham, LLC that requested a Tavern License with new Outdoor Service (1 Area) be transferred under MCL 436.1501 located at 300-394 S Old Woodward, Birmingham, Oakland County, MI 48009.

Commissioner Host thanked the City Attorney for her work on the SLUP language.

Commissioner Nickita said he was not concerned about parking moving into the residential areas, even as a resident of the nearby neighborhood. He said RH would catalyze development in the area and was glad to hear resident support for the project.

ROLL CALL VOTE: Ayes, Commissioner Sherman
 Commissioner Nickita
 Commissioner Host
 Mayor Pro Tem Longe
 Commissioner Baller
 Commissioner Hoff
 Mayor Boutros

Nays, None

Mayor Boutros thanked everyone involved for their work on the project.

Mr. Saroki thanked the City on behalf of the applicant team.

Commission discussion on items from prior meeting.

Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

Commissioner Host recommended the City consider moving the City Manager's report to the beginning of meetings, per Mr. Haig's prior recommendation.

There was no support for Commissioner Host's recommendation since the report is available in writing on the City website. Mayor Pro Tem Longe noted that the report was already being made more prominent on the City website per prior Commission request.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Hoff:
To discuss how ordinances might address the use of shading devices by businesses in the City.

ROLL CALL VOTE: Ayes, Commissioner Nickita
Commissioner Hoff
Mayor Boutros
Commissioner Host
Mayor Pro Tem Longe
Commissioner Sherman
Commissioner Baller

Nays, None

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice to appoint to the Historic District Commission
 - 2. Notice to appoint to the Design Review Board
- B. Commissioner Comments

In reply to Commissioner Baller, CM Markus stated he would direct the Police Department to study how other communities choose where to locate crosswalks and to return to the Commission with the information.

Commissioner Host stated that Alexandria, Virginia does not charge veterans or retirees municipal property taxes and suggested Birmingham look into doing something similar.

CM Markus stated that the City used to do exchanges with other municipalities, including Alexandria, VA, and that those exchanges were very beneficial for the participants. He recommended the City consider resuming those exchanges if and when Covid-19 is more under control.

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

E. City Staff
1. Update on Recent Rain Events

CCE Surhigh presented the report.

CM Markus stated:

- The City would be looking into issues in particular areas that might be exacerbating the flooding;
- The City would likely need to look at its ordinance requirements for pervious and impervious surfaces;
- Residents should avoid doing anything that introduces substantial amounts of water into their sewer systems, such as laundry, during significant rain events in order to reduce the chance of flooding; and,
- The City installed weather stations at both Fire Stations in order to better track local weather and to use the data to make future recommendations.

Given the area's high water table, it was also noted that creating subgrade living spaces entails personal risk.

Mayor Pro Tem Longe noted that flooding is an issue throughout southeast Michigan.

CCE Surhigh asked residents to report their flooding issues to the Engineering Department if they have not yet done so.

Public Comment

In reply to Stacy Chambers, CCE Surhigh said he could make the additional exhibits from his report available on the City website.

In reply to Commissioner Baller, CCE Surhigh explained that flooding can sometimes occur on streets with updated sewers because sewers in the surrounding areas have not yet been updated.

Ms. Chambers asked if some kind of citizen representation could be created for flooding discussions.

Mayor Boutros reminded Ms. Chambers that all Commissioners are residents of the City.

Commissioner Baller said the present discussion evidenced the City's continuing investment in resolving the issue.

Ms. Chambers said that having the conversation three hours into the present meeting likely made the discussion inaccessible to many households.

Mayor Pro Tem Longe and Commissioners Host and Nickita all spoke about their experiences with flooding and the frustration it brings.

Commissioner Nickita noted that flooding has been a decades-long issue in the area and that the City was continuing its efforts to mitigate flooding's effects.

2. Qualifications for Appointment as a Museum Board Member

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 10:39 p.m.

City of Birmingham
Warrant List Dated 08/11/2021

Meeting of 08/23/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
280712	*	002551	43RD DISTRICT COURT	600.00
280713		MISC	A FORDABLE PLBG & MECH INC	1,000.00
280714	*	007266	AETNA BEHAVIORAL HEALTH LLC	457.47
280715		003233	ALL SEASON GUTTERS INC	450.00
280715	*	003233	ALL SEASON GUTTERS INC	2,313.00
280716		MISC	ALL SEASONS ROOFS	100.00
280717		MISC	ANTHONY BRANHAM	100.00
280718	*	008977	JOBMATCH LLC DBA APPLICANTPRO	803.00
280721	*	004027	AUTOMATED BENEFIT SVCS INC	11,815.85
280722		008059	BALL EQUIPMENT	127.68
280723		003012	BATTERIES PLUS BULBS	79.20
280724		004931	BIDNET	424.77
280725		002231	BILLINGS LAWN EQUIPMENT INC.	499.98
280727		004244	BOLYARD LUMBER	950.40
280728		003526	BOUND TREE MEDICAL, LLC	71.00
280730	*	009281	C.E. GLEESON CONSTRUCTORS INC	675,442.76
280731		003907	CADILLAC ASPHALT, LLC	1,085.55
280733	*	007732	CAPITAL TIRE, INC.	280.02
280736		000605	CINTAS CORPORATION	113.97
280737		002234	CMP DISTRIBUTORS INC	909.00
280738	*	004905	COCM	570.00
280739	*	004026	COFINITY	1,548.00
280740	*	008955	COMCAST	171.80
280742		000979	COMERICA BANK	2,318.80
280743	*	000627	CONSUMERS ENERGY	305.34
280746		MISC	DEEB SHALHOUB REVOC LIVING TRUST	100.00
280747		000177	DELWOOD SUPPLY	156.00
280748	*	006907	DENTEMAX, LLC	162.00
280750		008641	DINGES FIRE COMPANY	543.47
280751	*	000179	DTE ENERGY	686.89
280752	*	000179	DTE ENERGY	95.45
280753	*	000179	DTE ENERGY	21.85
280754	*	000179	DTE ENERGY	97.59
280755	*	000179	DTE ENERGY	37.56
280756	*	000179	DTE ENERGY	155.63
280757	*	000179	DTE ENERGY	1,720.76
280758	*	000179	DTE ENERGY	189.07
280759	*	000179	DTE ENERGY	1,547.67
280760	*	000179	DTE ENERGY	60.90
280761	*	000179	DTE ENERGY	1,126.81
280762	*	000179	DTE ENERGY	154.27
280763	*	000179	DTE ENERGY	823.35

City of Birmingham
Warrant List Dated 08/11/2021

Meeting of 08/23/2021

Check Number	Early Release	Vendor #	Vendor	Amount
280764	*	009100	ENZO WATER SERVICE	500.00
280767		001495	ETNA SUPPLY	2,240.00
280768	*	004574	FAIR-WAY TILE & CARPET, INC.	3,196.00
280769	*	000936	FEDEX	43.42
280770		008161	FIERA CAPITAL INC	7,562.63
280771		MISC	FINISHED BASEMENTS PLUS LLC	200.00
280772		006654	FLEETPRIDE INC	369.00
280774		007335	GLOBAL TECHNOLOGY SYSTEMS, INC.	832.46
280775	*	004604	GORDON FOOD	125.93
280776		008293	GRAINGER	1,204.16
280778		001531	GUNNERS METER & PARTS INC	120.00
280779		003132	HASTINGS AIR-ENERGY CONTROL INC	209.95
280780	*	001956	HOME DEPOT CREDIT SERVICES	1,043.58
280781		MISC	HOME INSPECTION PLUS INC	100.00
280783		000948	HYDROCORP	1,381.00
280785		MISC	ITEC ENTERPRISES LLC	500.00
280786		001625	J.B. DLCO & MULTISTATE	179.67
280787		000344	J.T. EXPRESS, LTD.	2,743.93
280788	*	009299	JACK D. PESHA	30.00
280789	*	MISC	JACK TODD- PETTY CASH	1,128.25
280790		008564	JERRY'S TIRE INC	277.50
280791	*	009249	JOHN C COOK	100.00
280793		007379	JOHN R. GLASS	2,038.25
280793	*	007379	JOHN R. GLASS	750.00
280794	*	MISC	JULIA COONEY	6,456.65
280795		MISC	KARP HOLDINGS INC	500.00
280797		MISC	KELLETT CONSTRUCTION COMPANY	100.00
280798	*	MISC	KIMBERLY TZOUMAKAS	21,851.54
280800	*	002466	MIKE LABRIOLA	375.00
280801		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	155.50
280802	*	001171	JIM LOTRIDGE	124.02
280803	*	MISC	LYNDSAY AND JASON BALL	475.00
280805		008793	MERGE MOBILE, INC.	73.00
280807	*	008509	MOBILE DUELING PIANOS	750.00
280808		MISC	MOSHER DOLAN	100.00
280810		002010	MULTISTATE TRANSMISSIONS	694.88
280811	*	000668	NATIONAL TIME & SIGNAL CORP	359.80
280813	*	000477	OAKLAND COUNTY	1,349.25
280815	*	000675	OAKLAND SCHOOLS	4,594.41
280816	*	004370	OCCUPATIONAL HEALTH CENTERS	179.00
280817	*	000481	OFFICE DEPOT INC	383.53
280819	*	MISC	OLSON ROOFING AND SIDING, INC.	1,472.00
280820		006189	P.F. PETTIBONE & CO.	358.80

City of Birmingham
Warrant List Dated 08/11/2021

Meeting of 08/23/2021

Check Number	Early Release	Vendor #	Vendor	Amount
280821	*	008858	PODS ENTERPRISES, LLC	174.00
280822	*	002852	QMI GROUP INC	602.52
280823		004137	R & R FIRE TRUCK REPAIR INC	1,362.76
280823	*	004137	R & R FIRE TRUCK REPAIR INC	13,026.00
280824		MISC	Rapid Roofing	100.00
280825		MISC	ROBERTO PELINI	100.00
280826		000495	ROCHESTER LAWN EQUIPMENT CENTER INC	18.24
280827	*	007142	SHERWIN-WILLIAMS COMPANY	104.20
280828		MISC	SINGH CONSTRUCTION	200.00
280830		000260	SPARTAN DISTRIBUTORS INC	191.18
280831	*	MISC	STANLEY STEEMER INTERNATIONAL INC.	350.00
280833	*	005351	STATE OF MICHIGAN	27,043.91
280834		MISC	STEVEN JAMES OLSON	100.00
280835		MISC	STRAWBERRY SOLAR	100.00
280836		MISC	Sun Medical Equipment Company, Inc.	100.00
280838		007087	TECHRADIUM, INC	240.00
280839		MISC	THREE C'S LANDSCAPING	100.00
280840		007587	TRI-COUNTY AQUATICS, INC.	3,600.00
280841	*	004379	TURNER SANITATION, INC	170.00
280842	*	005331	UBS FIN SERVICES, INC	15,375.25
280844	*	000158	VERIZON WIRELESS	985.08
280845	*	000158	VERIZON WIRELESS	76.02
280846	*	000158	VERIZON WIRELESS	152.54
280849		MISC	WALLSIDE INC	500.00
280850		MISC	WECHSLER CONSTRUCTION LLC	300.00
280851	*	000299	WEINGARTZ SUPPLY	137.53
280852	*	MISC	WOODWARD BROWN ASSOCIATES, LLC	5,960.48
280853	*	008391	XEROX CORPORATION	692.33
280854	*	008438	JORDAN ZALE	261.34

SUBTOTAL PAPER CHECK

\$849,568.35

ACH TRANSACTION

4082	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	142,119.51
4083		002284	ABEL ELECTRONICS INC	380.00
4083	*	002284	ABEL ELECTRONICS INC	1,317.50
4084		009126	AMAZON CAPITAL SERVICES INC	22.09
4087	*	000518	BELL EQUIPMENT COMPANY	774.87
4088	*	007345	BEVERLY HILLS ACE	0.53
4089		006683	BIRMINGHAM LAWN MAINTENANCE	98.00
4090	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	3,085,211.99
4091	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	115.50
4092		009297	CITY OF BIRMINGHAM #245	75,049.20
4093	*	000565	DORNBOS SIGN & SAFETY INC	99.76
4095	*	001077	DUNCAN PARKING TECH INC	10,677.71

City of Birmingham
Warrant List Dated 08/11/2021

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Check Number	Early Release	Vendor #	Vendor	Amount
4096	*	000995	EQUATURE	125.00
4097		000217	FOUR SEASON RADIATOR SERVICE INC	163.85
4097	*	000217	FOUR SEASON RADIATOR SERVICE INC	468.35
4098	*	000243	GRAINGER	943.80
4099	*	003938	HART PAVEMENT STRIPING CORP	1,500.00
4100	*	008851	INSIGHT INVESTMENT	4,946.33
4101		000261	J.H. HART URBAN FORESTRY	21,593.01
4101	*	000261	J.H. HART URBAN FORESTRY	2,325.00
4102		009298	JCR SUPPLY INC	462.49
4103	*	003458	JOE'S AUTO PARTS, INC.	484.67
4104	*	005550	LEE & ASSOCIATES CO., INC.	2,353.50
4106	*	008158	LOGICALIS INC	9,700.00
4110	*	001035	MUNICIPAL EMERGENCY SERVICES	2,815.80
4111	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	4,814,303.16
4112	*	006853	PAUL C SCOTT PLUMBING INC	265.00
4113		008269	PREMIER SAFETY	350.00
4114	*	001062	QUALITY COACH COLLISION	949.80
4115	*	003785	SIGNS-N-DESIGNS INC	845.00
4116		000254	SOCRRA	79,395.00
4117		000298	VESCO OIL CORPORATION	83.25
4118		002974	VILLAGE OF BEVERLY HILLS	1,578.00
4119	*	007374	WESTWOOD TRUST	28,873.98
4120	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,641.76
SUBTOTAL ACH TRANSACTION				\$8,292,033.41
GRAND TOTAL				\$9,141,601.76

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 08/18/2021

Meeting of 08/23/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
280855	*	000801	POSTMASTER	984.38
280856		005430	21ST CENTURY MEDIA- MICHIGAN	2,304.00
280857	*	000855	48TH DISTRICT COURT	1,000.00
280858	*	006965	7UP DETROIT	194.85
280859		005358	AARON'S EXCAVATING INC	6,650.00
280860		MISC	AERTS, GREGORY G	100.00
280861		007622	ALLSTAR PRO GOLF	603.33
280863		000167	ANDERSON ECKSTEIN WESTRICK INC	11,025.30
280864		009253	ANDRUS ARCHITECTURE INC	10,060.93
280865	*	006759	AT&T	370.46
280866	*	006759	AT&T	436.58
280867	*	006759	AT&T	108.53
280869		000522	BIG BEAVER PLUMBING, HEATING INC.	1,800.00
280871		MISC	Birmingham Pub, LLC	100.00
280872	*	006953	JACQUELYN BRITO	37.40
280873	*	008334	DAVID BUTTIGIEG	316.14
280874		003907	CADILLAC ASPHALT, LLC	2,966.69
280876		007933	CARDNO, INC.	3,759.55
280877	*	000444	CDW GOVERNMENT INC	393.08
280879	*	MISC	CHARLES C WANGE TRUST	3,606.92
280880		000605	CINTAS CORPORATION	25.24
280882	*	004188	COFFEE BREAK SERVICE, INC.	40.25
280883		009167	COL'S FAMILY RESTAURANT	137.18
280884	*	008955	COMCAST	298.05
280885	*	007774	COMCAST BUSINESS	258.35
280886	*	000627	CONSUMERS ENERGY	615.74
280887		001367	CONTRACTORS CONNECTION INC	1,024.75
280888		MISC	CRYDERMAN & ASSOCIATES	125.00
280889		MISC	DANIELLE SUSSE	152.00
280890		006969	DAVEY RESOURCE GROUP	3,636.50
280891		008005	DE LAGE LANDEN FINANCIAL SVCS INC	173.75
280892		MISC	DIRECT FITNESS SOLUTIONS	3,995.00
280893		001555	DIXON ENGINEERING INC	9,425.00
280894		009130	DOG WASTE DEPOT	549.45
280895		000190	DOWNRIVER REFRIGERATION	78.60
280896	*	000179	DTE ENERGY	31.29
280897	*	000179	DTE ENERGY	68.49
280898	*	000180	DTE ENERGY	42,011.30
280899		007505	EAGLE LANDSCAPING & SUPPLY	305.00
280900	*	007538	EGANIX, INC.	720.00
280901		009317	FAUM SOLUTIONS LLC	2,697.00
280902		000936	FEDEX	50.95

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
280903		006384	GEOGRAPHIC INFORMATION SERVICES, IN	510.27
280904	*	004604	GORDON FOOD	1,767.88
280905		MISC	GREAT OAKS LANDSCAPE	100.00
280907		MISC	HAROLD PRAMEKAMOL	100.00
280908		007339	HIGHEST HONOR, INC	869.50
280909		MISC	HM HOMES LLC	200.00
280910	*	001956	HOME DEPOT CREDIT SERVICES	527.06
280911		MISC	I SIGNS	200.00
280912		MISC	INSTREAM PM	100.00
280913	*	009299	JACK D. PESHA	7.65
280914	*	MISC	JACK TODD- PETTY CASH	1,375.35
280915	*	MISC	JAY CURTIS	225.00
280916	*	MISC	JORDAN BOLTON	4,591.40
280917	*	MISC	JORDAN PHYLICIA WOODLEY	1,354.44
280918	*	MISC	KAREN C SCHOEN	531.54
280919	*	MISC	KAREN KADOURA	956.89
280920		MISC	KELLY BUILDING & DEVELOPMENT CO LLC	5,900.00
280921		MISC	KEVIN LAURENCE HESSEN	100.00
280922		004088	KGM DISTRIBUTORS INC	365.00
280923		009133	KIMBERLY FENCE & SUPPLY	1,899.88
280924		MISC	KIRCOS, DAVID	200.00
280925		005350	KLM BIKE & FITNESS INC	112.92
280926	*	007511	ADAM KNOWLES	25.00
280927		MISC	KRIL ENTERPRISES, INC.	650.00
280928	*	000362	KROGER COMPANY	39.34
280929		MISC	LINK BUILDING & DEVELOPNING IN	200.00
280930		001417	MAJIK GRAPHICS INC	370.00
280931	*	MISC	MARY ANN YAMAMOTO	5,325.67
280932		MISC	MASTERWORKS CONTRACTING LLC	500.00
280933		006632	MAX R	594.00
280934	*	001505	MEADOWBROOK INSURANCE GROUP	9,344.93
280936		008207	METAL MART U.S.A.	566.87
280937		009247	MHM CONSTRUCTION LLC	5,880.52
280938		003099	MICHIGAN POLICE EQUIP.	1,467.00
280939		MISC	MICHIGAN'S BEST DECK BUILDERS	100.00
280940		MISC	MILLCREEK CONSTRUCTION MGMT CO	1,400.00
280941	*	000649	MML WORKERS' COMP FUND	59,976.00
280942		MISC	MOCERI PLUMBING & HEATING INC	100.00
280943	*	007744	MOHAMED F. CHAMMAA	28.00
280944	*	000477	OAKLAND COUNTY	485,322.14
280945	*	004370	OCCUPATIONAL HEALTH CENTERS	196.00
280946	*	000481	OFFICE DEPOT INC	1,819.72
280947		MISC	PELLA WINDOWS & DOORS, INC.	500.00

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
280948	*	001753	PEPSI COLA	451.12
280949		MISC	PINNACLE HOMES OF MICHIGAN LLC	100.00
280950		009087	POCO SALES, INC	7,762.28
280951		006625	PTS COMMUNICATIONS	78.00
280953		005379	RED WING BUSINESS ADVANTAGE ACCT	309.99
280954		MISC	Richard Scheck	100.00
280955		MISC	RICHARD WEINGARTNER	200.00
280956		MISC	ROY M SHELEF OR ELANA B SHELEF	100.00
280957		000221	RUSSELL HARDWARE COMPANY	13.80
280958	*	002806	SAM'S CLUB/SYNCHRONY BANK	206.79
280959		MISC	SCHOENHERR HOMES LLC	200.00
280960		MISC	SHERRIFF-GOSLIN CO.	100.00
280961		007114	SHERWIN WILLIAMS COMPANY	35.56
280962		007142	SHERWIN-WILLIAMS COMPANY	233.05
280963		008252	SHERWIN- WILLIAMS COMPANY	122.23
280964	*	007514	SIGNS BY CRANNIE, INC.	7,940.00
280965	*	008073	SITEONE LANDSCAPE SUPPLY, INC	526.47
280966		004544	STRYKER SALES CORPORATION	1,120.30
280967	*	006749	SUPERIOR SCAPE, INC	69,342.87
280968		MISC	TEMPLETON BUILDING COMPANY	200.00
280969	*	MISC	THOMAS PETER HILDITCH	7,390.70
280970		MISC	THOMAS SEBOLD & ASSOCIATES, IN	780.00
280971		MISC	TOP TECH AUTO REPAIR	266.47
280972		MISC	TREMONT CONSTRUCTION LLC	900.00
280973		MISC	TREMONT MANAGEMENT	10,000.00
280974		005481	TRI-COUNTY INTL TRUCKS, INC.	102.04
280975		004379	TURNER SANITATION, INC	150.00
280976	*	008768	UPHILL PRODUCTIONS	1,200.00
280977		008941	UPTOWN MARKET OF BIRMINGHAM	86.58
280978		009266	US SIGNAL COMPANY LLC	1,048.52
280979		007226	VALLEY CITY LINEN	22.00
280980	*	000158	VERIZON WIRELESS	308.16
280981		MISC	WALLSIDE INC	1,500.00
280982	*	000301	PAUL WELLS	41.29
280983		MISC	WINDY CITY CONSTRUCTION	2,500.00
280984		002416	P&W GOLF SUPPLY LLC	3,494.59
SUBTOTAL PAPER CHECK				\$828,569.81
ACH TRANSACTION				
4122	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	24,146.32
4123	*	002284	ABEL ELECTRONICS INC	449.99
4124		009126	AMAZON CAPITAL SERVICES INC	1,571.60
4125	*	000517	BEIER HOWLETT P.C.	36,486.25
4126	*	007345	BEVERLY HILLS ACE	136.08

City of Birmingham
Warrant List Dated 08/18/2021

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Check Number	Early Release	Vendor #	Vendor	Amount
4127		006683	BIRMINGHAM LAWN MAINTENANCE	392.00
4128		007875	CANFIELD EQUIPMENT SERVICE INC.	4,378.83
4129	*	008044	CLUB PROPHET	540.00
4130		006077	DI PONIO CONTRACTING INC	325,711.73
4131		006181	FIRST CHOICE COFFEE SERV	144.51
4132	*	007314	FLEIS AND VANDENBRINK ENG. INC	3,284.50
4133	*	007807	G2 CONSULTING GROUP LLC	11,453.00
4134		000331	HUBBELL ROTH & CLARK INC	49,763.32
4135		007035	INNOVATIVE OFFICE TECHNOLOGY GROUP	314.06
4136	*	007870	J.C. EHRLICH CO. INC.	92.00
4137	*	003458	JOE'S AUTO PARTS, INC.	72.97
4138	*	000891	KELLER THOMA	1,031.25
4139	*	004085	KONE INC	2,086.45
4140		005550	LEE & ASSOCIATES CO., INC.	3,174.00
4140	*	005550	LEE & ASSOCIATES CO., INC.	789.70
4141		001864	NOWAK & FRAUS ENGINEERS	16,592.25
4142	*	006359	NYE UNIFORM COMPANY	1,050.96
4143	*	002767	OSCAR W. LARSON CO.	200.00
4144	*	006027	PENCHURA, LLC	308.86
4145	*	001062	QUALITY COACH COLLISION	2,253.00
4146	*	001181	ROSE PEST SOLUTIONS	74.00
4147	*	003785	SIGNS-N-DESIGNS INC	280.00
4148	*	001097	SOCWA	222,046.04
4149	*	000969	VIGILANTE SECURITY INC	220.50
SUBTOTAL ACH TRANSACTION				\$709,044.17
GRAND TOTAL				\$1,537,613.98

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

Planning Division

DATE: August 23rd, 2021

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, City Planner

APPROVED: Jana L. Ecker, Planning Director

SUBJECT: Set Public Hearing 260 N. Old Woodward – The Morrie – Special Land Use Permit Amendment, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit amendment, Final Site Plan and Design Review for a new outdoor dining platform at the existing Morrie restaurant in Downtown Birmingham.

BACKGROUND:

On August 11th, 2021, the Planning Board motioned to recommend approval to the City Commission the Special Land Use, Final Site Plan and Design Review application for 260 N. Old Woodward with the following conditions:

1. The applicant must obtain an Outdoor Dining Permit and enter into a contract with the City for the SLUP Amendment;
2. All outdoor activity must cease at the close of business;
3. The applicant will be required to reduce the length of the platform to be less than the storefront width to retain two unobstructed on street parking spaces between the platform and the corner to the south;
4. Obtain a favorable recommendation from the Advisory Parking Committee prior to City Commission review; and
5. Comply with the requirements of all departments.

At this time, the Planning Division is working with the applicant to resolve all outstanding issues, including a review at the Advisory Parking Committee that is scheduled on September 1st, 2021.

LEGAL REVIEW:

The City Attorney has reviewed this application and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the August 11th, 2021 Planning Board meeting, and notices were sent out to all property owners and tenants within 300' of the property. In addition, a second round of notices will be sent out to advertise the public hearing at the City Commission on September 20, 2021.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing on September 20, 2021 to consider the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie.

ATTACHMENTS:

Please find attached the following documents for your review:

- Draft Special Land Use Permit Resolution
- Planning Division Report
- Site/Design Plans
- Application & Supporting Documents

SUGGESTED COMMISSION ACTION:

To make a motion to adopt a resolution setting a public hearing for September 20, 2021 to consider the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie – to allow the addition of a new outdoor dining platform in the N. Old Woodward right-of-way.

THE MORRIE
260 N. OLD WOODWARD
Special Land Use Permit Amendment 2021

WHEREAS, THE MORRIE filed an application in 2018 pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment serving alcoholic liquors in the B4 (Business-Residential) zoning district in accordance Article 2, Section 2.37 (C)(2)(a) of Chapter 126, Zoning, of the City Code;

WHEREAS, A Special Land Use Permit amendment application was filed in July 2021 for approval of a new outdoor dining platform located in the N. Old Woodward right-of-way adjacent to THE MORRIE at 260 N. Old Woodward;

WHEREAS, the land for which the Special Land Use Permit amendment is sought is located on the east side of N. Old Woodward, north of Hamilton Row;

WHEREAS, The land is zoned B4, which permits the operation of food and drink establishments serving alcoholic liquors for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit amendment 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 August 11, 2021 reviewed the application for a Special Land Use Permit amendment, Final Site Plan and Design Review and recommended approval to the City Commission to allow the construction of a new outdoor dining platform in the N. Old Woodward right-of-way with the following conditions:

1. The applicant must obtain an Outdoor Dining Permit and enter into a contract with the City for the SLUP Amendment;
2. All outdoor activity must cease at the close of business;
3. The applicant will be required to reduce the length of the platform to be less than the storefront width to retain two unobstructed on street parking spaces between the platform and the corner to the south;
4. Obtain a favorable recommendation from the Advisory Parking Committee prior to City Commission review; and
5. Comply with the requirements of all departments.

WHEREAS, The applicant has agreed to provide all requested information and to comply with the requests of all City departments;

WHEREAS, The Birmingham City Commission has reviewed THE MORRIE'S Special Land Use Permit amendment 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 THE MORRIE'S application for a Special Land Use Permit amendment, Final Site Plan and Design Review at 260 N. Old Woodward 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 is granted subject to the following conditions:

1. THE MORRIE will close outdoor dining areas at the end of business each day of the week;
2. THE MORRIE shall abide by all provisions of the Birmingham City Code; and
3. 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, THE MORRIE 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 THE MORRIE 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 THE MORRIE is recommended for the operation of a new outdoor dining platform at the existing food and drink establishment serving alcoholic beverages on premises, above all others, subject to final inspection.

I, Alexandria Bingham, 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 September 20, 2021.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Division

DATE: August 11, 2021

TO: Jana Ecker, Planning Director

FROM: Nicholas Dupuis, City Planner

SUBJECT: 260 N. Old Woodward – The Morrie – Special Land Use Permit Amendment, Final Site Plan & Design Review

The subject site, 260 N. Old Woodward, is currently used as a restaurant within an existing five-story commercial building fronting N. Old Woodward. The applicant has submitted a Special Land Use Permit Amendment and Final Site Plan/Design Review (SLUP) application requesting the addition of a dining platform in the N. Old Woodward right-of-way to their outdoor dining plan.

In July 2020, The Morrie was approved for expanded outdoor dining pursuant to the Temporary Outdoor Dining expansion allowed adopted by the City Commission on May 11th, 2020 and extended on March 8th, 2021. The expansion involved the addition of an 840 sq. ft. platform within the parking area in front of the property. The applicant has submitted the SLUP application seeking permanent approval of this area.

The Birmingham Code of Ordinances states that a contract for transfer and a Special Land Use Permit are required for all licenses approved under Chapter 10 – Alcoholic Liquors. The licensee must comply with all provisions of the contract and Special Land Use Permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – Five-story multi-tenant commercial building.
- 1.2 Zoning – B4 (Business-Residential) & D4 (Downtown Overlay)
- 1.3 Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Commercial	Commercial	Parking	Commercial
Existing Zoning District	B4 (Business Residential)	B4 (Business Residential)	PP (Public Property)	B4 (Business Residential)
Overlay Zoning District	D4	D4	D4/P	D4

2.0 Setback and Height Requirements

Please see the attached zoning compliance summary sheet for details on setback and height requirements. There are currently no issues with bulk, height or placement with the Special Land Use Permit, Final Site Plan/Design Review application submitted.

3.0 Screening and Landscaping

- 3.1 Dumpster Screening – There are no changes proposed to the dumpster or screening on site.
- 3.2 Parking Lot Screening – There are no changes proposed to the parking lot or associated screening.
- 3.3 Mechanical Equipment Screening – There are no changes proposed to the mechanical equipment or screening on site.
- 3.4 Landscaping – There are no changes proposed to the landscaping on site. However, the applicant is proposing to add planters at regular intervals in the platform railing system to enclose the new outdoor dining space.
- 3.5 Streetscape – There are no changes proposed to the streetscape.

4.0 Parking, Loading and Circulation

- 4.1 Parking – There are no changes to the parking requirements on site.
- 4.2 Loading – There are no changes proposed to the loading requirements.
- 4.3 Vehicular Circulation and Access – There are no changes proposed to the vehicular circulation and access.

- 4.4 Pedestrian Circulation and Access – There are no changes to pedestrian circulation and access on the site.

5.0 Lighting

There are no new light fixtures or changes in lighting proposed that will significantly alter the light intensity on the site at this time.

6.0 Departmental Reports

- 6.1 Engineering Division – The Engineering Division has the following comments:

- Patio Length is limited to actual store width.
- Note parking spaces either side of patio that are affected by the patio and can no longer be used due to the obstruction, will require payment for spaces. Additionally planters should be placed in these spaces to prevent vehicles from entering the spaces for safety purposes.

- 6.2 Department of Public Services – DPS has no concerns.

- 6.3 Fire Department – The Fire Department has provided the following comments:

1. No storage of propane on the street side of the establishment. This particular building has no place that meets code to store propane cylinders due to the layout. They were fined in June for improper storage of LP gas.
2. Do not block any fire hydrant or FDC.
3. If allowed to use gas fired heaters, 5 feet of clearance shall be met for combustible awnings, umbrellas and egress pathways per code.
4. Arrange platform so it does not impede traffic lane.

- 6.4 Police Department – The Police Department has no concerns.

- 6.5 Building Division – As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

1. Provide a section detail showing how the platform will be constructed.
2. Access to the platform from the sidewalk must meet barrier free and ADA requirements. Provide details to demonstrate compliance.

7.0 Design Review

There are no changes proposed to the building at this time. However, the new dining platform is subject to several design requirements found in Article 4, Section 4.44 of the Zoning Ordinance. In accordance with Article 4, Section 4.44 of the Zoning Ordinance, the following outdoor dining standards apply:

- A. Outdoor Dining: Outdoor dining is permitted immediately next to the principal use, subject to Site Plan Review, and the following conditions:
 1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
 2. All outdoor activity must cease at the close of business or as noted in subsection 3 below.
 3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 10:00 p.m., whichever is earlier.
 4. Outdoor dining may be permitted on the sidewalk throughout the year with a valid Outdoor Dining License, provided that all outdoor dining fixtures and furnishings must be stored indoors each night between November 16 and March 31 to allow for snow removal.
 5. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
 6. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
 7. For outdoor dining located in the public right-of-way:
 - a. All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.
 - b. In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
 - c. Outdoor dining is permitted to extend in the right-of-way in front of neighboring properties, with the written permission of the property owner(s) and with Planning Board approval, if such property is vacant or the first floor storefront(s) is/are vacant. Outdoor dining areas may extend up to 50% of the width of the neighboring lot(s) storefront(s), or up to 50% of the lot(s) frontage, if such lot is vacant.
 - d. City Commission approval is also required for outdoor dining extensions onto neighboring property if the establishment making such a request holds a bistro license.
 - e. An elevated, ADA compliant, enclosed platform may be erected on the street in front of an eating establishment to create an outdoor dining area from April 1 through November 15 only if the Engineering

Department determines there is sufficient space available for this purpose given parking and traffic conditions.

- f. No such facility shall erect or install permanent fixtures in the public right-of-way.
- 8. Outdoor dining is permitted in a B1 District at a rate of 4 seats for every 12 linear feet of store frontage, with no more than 12 seats total per building; no elevated enclosed platforms on the street are permitted in a B1 District.

As noted above, the applicant is proposing to install a new 840 sq. ft. dining platform in the off street parking area in the public right-of-way in front of the existing restaurant. The platform as proposed contains 9 tables and 36 additional seats. The proposed deck would add to an existing outdoor dining plan approved in 2018 which contains 4 tables and 14 chairs on an elevated platform on the sidewalk. The proposed plans include a trash receptacle, sanitation station and supply cabinet within the outdoor dining area.

In accordance with section 4.44, all outdoor activity must cease at the close of business.

The applicant is proposing 36 Aviator Collection aluminum chairs in black for use on the outdoor dining platform, as well as 9 Luca Collection tables constructed of black steel, thus meeting the material requirements for outdoor dining furniture. In addition, the applicant is proposing a Tuscan square ballast railing system in black. The railings are proposed in 8' lengths, with 32" grey planters proposed between each section. The railing sections are 3' in height, and each section incorporates 2 solar fixtures by Hampton Bay at each end.

The applicant is also proposing 9 Frankford Catalina umbrellas 6' in diameter in dark grey with white piping. One umbrella is proposed for each of the tables on the new outdoor dining platform. The proposed table umbrellas do not block pedestrian or vehicular traffic flow, nor do they block the view into the interior of the restaurant.

As the proposed platform is located in the public right-of-way, the applicant will be required to obtain a license from the City, as well as an Outdoor Dining permit. The proposed platform location does provide the required 5' wide pedestrian walkway on the sidewalk between the sidewalk outdoor seating and the furnishing zone. **However, the outdoor dining platform proposed extends beyond the width of The Morrie's storefront. The applicant will be required to reduce the length of the platform to the storefront width, or obtain a variance from the Board of Zoning Appeals. In addition, the Planning Board should consider requiring the applicant to reduce the platform by 3' at the south end of the storefront to retain two unobstructed on street parking spaces between the platform and the corner.**

The platform proposed by the applicant is proposed to 5 on street parking spaces, and is to be constructed at curb height. The platform may only be installed from April 1 through November 15. The applicant will be required to pay for the use of all parking spaces partially or fully obstructed by the dining platform. **The applicant will be required to comply with the comments of the Engineering Department and to receive a favorable recommendation from the Advisory Parking Committee prior to review by the City Commission.**

8.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Photometric Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Colored Elevations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 nor 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.

In addition, Article 7, Section 7.26 requires applications for a Special Land Use Permit to meet the following criteria:

- (1) The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.
- (2) The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.
- (3) The use is consistent with the public health, safety and welfare of the city.
- (4) The use is in compliance with all other requirements of this Zoning Ordinance.
- (5) The use will not be injurious to the surrounding neighborhood.
- (6) The use is in compliance with state and federal statutes.

10.0 Recommendation

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** of the Special Land Use Permit Amendment and Final Site Plan and Design Review with the following conditions:

1. The applicant must obtain an Outdoor Dining Permit and enter into a contract with the City for the SLUP Amendment;
2. All outdoor activity must cease at the close of business;
3. The applicant will be required to reduce the length of the platform to be less than the storefront width to retain two unobstructed on street parking spaces between the platform and the corner to the south;
4. Obtain a favorable recommendation from the Advisory Parking Committee prior to City Commission review; and
5. Comply with the requirements of all departments.

11.0 Sample Motion Language

Based on a review of the site plans submitted, the Planning Board recommends **APPROVAL** of the Special Land Use Permit Amendment to the City Commission with the following conditions:

1. The applicant must obtain an Outdoor Dining Permit and enter into a contract with the City for the SLUP Amendment;

2. All outdoor activity must cease at the close of business; and
3. Comply with the requirements of all departments.

AND

Based on a review of the site plans submitted, the Planning Board recommends **APPROVAL** of the Final Site Plan and Design Review to the City Commission with the following conditions:

1. The applicant will be required to reduce the length of the platform to be less than the storefront width to retain two unobstructed on street parking spaces between the platform and the corner to the south;
2. Obtain a favorable recommendation from the Advisory Parking Committee prior to City Commission review; and
3. Comply with the requirements of all departments.

OR

Motion to **POSTPONE** the Special Land Use Permit Amendment and Final Site Plan & Design Review for 260 N. Old Woodward – The Morrie – pending receipt of the following:

1. _____
2. _____

OR

Motion to recommend **DENIAL** to the City Commission of the Special Land Use Permit Amendment and the Final Site Plan & Design Review for 260 N. Old Woodward – The Morrie – for the following reasons:

1. _____
2. _____
3. _____

**Zoning Compliance Summary Sheet
SLUP & Final Site Plan Review
260 N. Old Woodward – The Morrie**

Existing Site: 5-Story Palladium Building

Zoning: B4 (Business Residential) & D4 (Downtown Overlay)

Land Use: Commercial

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business Residential)	B4 (Business Residential)	PP (Public Property)	B4 (Business Residential)
Overlay Zoning District	D4	D4	D4 / P	D4

Land Area: Existing: No changes proposed
Proposed: No changes proposed

Dwelling Units: Existing: No changes proposed
Proposed: No changes proposed

Minimum Lot Area/Unit: Required: N/A
Proposed: N/A

Min. Floor Area /Unit: Required: N/A
Proposed: N/A

Max. Total Floor Area: Required: 100%
Proposed: No changes proposed

Min. Open Space: Required: N/A
Proposed: N/A

Max. Lot Coverage: Required: N/A
Proposed: N/A

Front Setback:	Required:	0 ft.
	Proposed:	No changes proposed
Side Setbacks	Required:	0 ft.
	Proposed:	No changes proposed
Rear Setback:	Required:	10 ft.
	Proposed:	No changes proposed
Min. Front+Rear Setback	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	No changes proposed
	Proposed:	No changes proposed
Min. Eave Height:	Required:	20 ft.
	Proposed:	No changes proposed
Floor-Ceiling Height:	Required:	N/A
	Proposed:	N/A
Front Entry:	Required:	On frontage line
	Proposed:	No changes proposed
Absence of Bldg. Façade:	Required:	32 in. screenwall
	Proposed:	N/A
Opening Width:	Required:	25 ft.
	Proposed:	N/A
Parking:	Required:	None (Parking Assessment District)
	Proposed:	No changes proposed
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	N/A
Parking in Frontage:	Required:	Off-street parking contained in the first story shall not be permitted within 10 feet of any building facade on a frontage line or between the building facade and the frontage line.
	Proposed:	No changes proposed
Loading Area:	Required:	None
	Proposed:	None
Screening:		

<u>Parking:</u>	Required:	32 in. masonry screen wall
	Proposed:	N/A
<u>Loading:</u>	Required:	Minimum 6 ft. screen wall
	Proposed:	N/A
<u>Rooftop Mechanical:</u>	Required:	Fully screened from public view
	Proposed:	N/A
<u>Elect. Transformer:</u>	Required:	Obscured from public view
	Proposed:	N/A
<u>Dumpster:</u>	Required:	6 ft. masonry w/ wood gate
	Proposed:	No changes proposed



project title

The Morrie Birmingham

WILLITS ST

EXTERIOR PATIO PERMIT 08.05.21

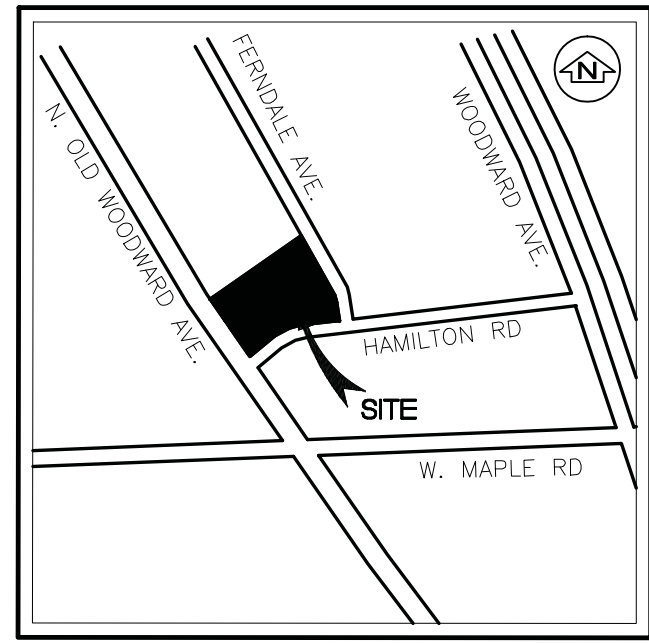
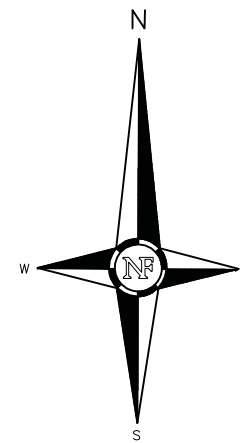
PROPOSED PATIO PLAN AND DETAILS



Sheet no. _____

SP.101





LOCATION MAP



NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342
TEL. (248) 332-7931
FAX. (248) 332-8257
EMAIL: rfraus@nowakfraus.com

LEGAL DESCRIPTION

Land Situated in the City of Birmingham in the County of Oakland in the State of MI
PARCEL 1:

Part of Lots 50, 53, 56 and 57, ASSESSOR'S PLAT NO. 21, according to the recorded plat thereof, as recorded in Liber 54 of Plats, page 19, Oakland County Records, beginning at the Southwest corner of Lot 51, thence North 35 degrees 11 minutes 35 seconds West 128.29 feet, thence North 54 degrees 51 minutes 55 seconds East 222.63 feet, thence South 30 degrees 00 minutes 55 seconds East 132.74 feet, thence South 08 degrees 33 minutes 06 seconds East 52.76 feet, thence South 82 degrees 28 minutes 25 seconds West 110.96 feet, thence South 54 degrees 39 minutes 25 seconds West 88.72 feet to Beginning. Also all of Lots 51, 52, 58 and 59 of said Subdivision.

PARCEL 2:

Part of Lots 53, 56 and 57 of ASSESSOR'S PLAT NO. 21, according to the plat thereof recorded in Liber 54 of Plats, Page 19, Oakland County Records, described as: Beginning at a point distant 128.29 feet from the Southwest corner of Lot 51; thence North 35 degrees 11 minutes 35 seconds West 25 feet; thence North 54 degrees 51 minutes 55 seconds East 224.90 feet; thence South 30 degrees 00 minutes 55 seconds East 25.10 feet; thence South 54 degrees 51 minutes 55 seconds West 222.63 feet.

Tax Id No. 19-25-453-011

BASIS OF BEARING NOTE

The basis of bearing for this survey was established by the legal description of record

TITLE NOTES

Subject to:

9. Right of Way granted to The Detroit Edison Company recorded February 22, 1973 in Liber 6249, Page 128, as to Parcel 2. [A building has been constructed over said easements after this document was created. The approximate location of said easements are plotted hereon. The client needs to verify with The Detroit Edison Company to determine if these easements still exist.]

All exceptions shown or noted on this survey were obtained from Title Commitment No. 58689227, with an effective date of 12-09-2013, issued by Title Source, Inc.

SITE DATA

Gross Land Area: 36,542 Square Feet or 0.84 Acres.

Zoned: B4 (Business-Residential)

Building Setbacks:

Front= 0'

Sides= 0' for commercial, office or parking stories.

0' for residential stories with walls facing side lot lines which do not contain windows or front on a street

10' when any wall in residential stories which contain windows and when side lot lines abut a street.

Rear= 10 feet when the rear open space abuts a P, B1, B2, B2B, B2C, B3, B4, O1, or O2 Zoning District.

20 feet when adjacent to a residential zoning district

Max. Building Height permitted: 5 stories/60'

Total Parking: No onsite parking.

The above setback & height requirements were obtained from the City of Birmingham Zoning Ordinance.

A surveyor cannot make a certification on the basis of an interpretation or opinion of another party. A zoning endorsement letter should be obtained from City of Birmingham to insure conformity as well as make a final determination of the required building setback requirements.

FLOOD HAZARD NOTE

The Property described on this survey does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency; the property lies within Zone X of the Flood Insurance Rate Map identified as Map No. 26125C0537F bearing an effective date of 09-29-2006.

CEMETERY NOTE

There was no observable evidence of cemeteries or burial grounds within the subject property.

UTILITY NOTE

All utilities are underground unless otherwise noted.

The utilities shown on this survey were determined by field observation. All locations are approximate. The location of any other underground services which may exist can only be depicted if a Utility Plan is furnished to the surveyor.

SURVEY NOTES

There was no observable evidence of current earth moving work, building construction or building additions.

There are no known proposed changes in street right-of-way lines available from the controlling jurisdiction.

There was no observable evidence of recent street or sidewalk construction or repairs.

There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill.

There was no observable evidence of wetlands within the subject property as of the date of completion of the field work.

SURVEYOR'S CERTIFICATION

To:

Associated Bank
The Palladium of Birmingham, LLC
Title Source, Inc.
Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(b), 7(a), 7(b), 7(c), 8, 9, 10(a), 11(a), 13, 16, 17, 18, 19, 20(a) and 21 of Table A thereof.

The field work was completed on 01-15-2014.

Kevin Navaroli, P.S.
No. 53503
Dated: 01-31-2014
Revised: 03-06-2014



PROJECT

Palladium

PROJECT LOCATION

No. 250-270 N. Old
Woodward Avenue & 201
Hamilton Road
Part of the S.W. 1/4 of
Section 10, T.2N., R.10E.,
City of Birmingham, Oakland
County, MI

SHEET

ALTA/ACSM
Land Title Survey

REVISIONS

03-06-2014 Rev. Certificate

DRAWN BY:

D.MCCONKEY

APPROVED BY:

K.N./R.FRAUS

EMAIL:

rfraus@nowakfraus.com

DATE ISSUED:

01-31-2014

SCALE:

1"=20'

NFB JOB NO.
H888

SHEET NO.
1

LEGEND

ASPH = Asphalt
C = Cable
CATV = Cable TV/Box/Riser
CB = Catch Basin
CO = Clean Out
CONC = Concrete
E = Electric
EM = Electric Meter
EC = Electric Conduit/Riser
F.I. = Found Iron
G = Gas
GL = Ground Light
GP = Guard Post
GV = Gate Valve
HYD = Hydrant
LP = Light Pole
L/S = Landscape
MH = Manhole
MON. = Monument
MW = Monitor Well
OH LINES = Overhead Lines
P = Phone/Box/Riser
PH = Physically Handicapped
PIV = Post Indicator Valve
P/L = Property Line
PM = Parking Meter
ROW = Right of Way
SAN = Sanitary Sewer
SB = Stop Box (Water)
S.I. = Set Iron
SO = Shutoff (Water)
STM = Storm Sewer
TRANS = Transformer
UP = Utility Pole
WM = Water Main
(R) = Record Measurement
(M) = Surveyed Measurement
(C) = Calculated

20 0 10 20 40
GRAPHIC SCALE 1"=20'

BUILDINGS

N. OLD WOODWARD
(60' R.O.W.)
ASPHALT PAVEMENT W/ CONC. CURB

APPROXIMATE LOCATION
6' DETROIT EDISON EASEMENT
(L.6249, P.128)

APPROXIMATE LOCATION
75'X25' DETROIT EDISON EASEMENT
(L.6249, P.128)

No. 280 N. OLD WOODWARD AVE
Owner: JFM PROPERTY GROUP B LLC
APN: 19-25-453-010

No. 250-270 N. OLD WOODWARD
& 201 HAMILTON
FOUR STORY BLOCK &
STUCCO COMMERCIAL BUILDING
W/ FLAT ROOF
32,928 S.F.
BUILDING S.F. IS BASED ON EXTERIOR
BUILDING DIMENSIONS AT GROUND LEVEL ONLY
BLDG. HEIGHT= ±68' (HIGHEST POINT)

HAMILTON ROAD
(60' R.O.W.)
ASPHALT PAVEMENT W/ CONC. CURB

2ND THRU 4TH FLOOR
OVERHANG INTO
PUBLIC R.O.W. ±3.5'

P.O.B. PARCEL 1
MARK "X" ON
CONC.

P.O.B. PARCEL 2
MARK "X" ON
CONC.

ARCHITECTURAL
SITE PLAN

PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS

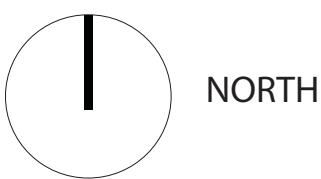
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jppra.com



ARCHITECTURAL SITE PLAN

0' 20' 40' 80'

SCALE: 1" = 20'-0"





Tuscany & Montego

(Style C10, C101 and C20)

Installation Instructions



- It is the responsibility of the installer to meet all code and safety requirements, and to obtain all required building permits. The installer should determine and implement the installation techniques appropriate for each unique installation situation. Digger Specialties, Inc. and its distributors shall not be held liable for improper or unsafe installations.

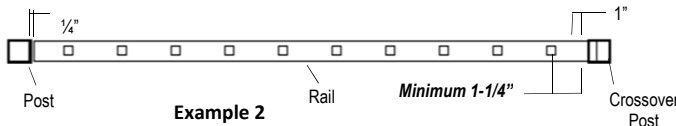
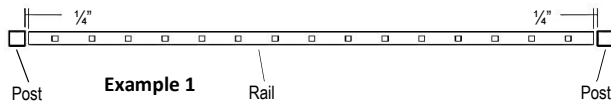
Standard (Level) Railing

Note: Top rail is 1" longer on each end to accommodate Crossover Railing.

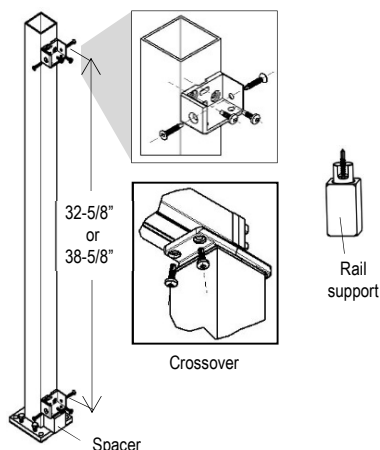
- Cut the rails to length by holding rails against posts. Position so there will be the same baluster spacing on each end of the rails if possible. Mark rails where they are to be cut. **Make sure rail is cut 1/4" shorter on each end to allow for mounts.** Cut rails (Example 1).

Crossover Railing- Cut bottom rail same as above. For top rail, make end spacing exactly 1" longer on all ends connecting to a line crossover (Example 2).

If connecting to a corner crossover cut the top rail the same the same as the bottom rail.



- Attach bottom wall mount to post by positioning the bottom rail so there is no more than 2" clearance. Keeping mount centered on post, fasten mount to post with pan head self-tapping screws (provided). A 1-3/8" spacer may be placed on the welded 3/8" plate of the post to reach the 2" clearance. Use a 1-1/4" spacer for posts with 1/2" plate.
- Attach top wall mount to post by measuring up 32-5/8" (for 36" tall railing) or 38-5/8" (for 42" tall railing) from the top of the bottom mount to the top of the top mount. Keeping mount centered on post, fasten mount to post with self-tapping pan head screws (provided).

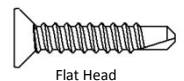
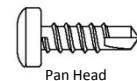


Standard (Level) Railing Cont'd

- Place bottom rail on clean flat surface. Using a rubber mallet, tap balusters into routed holes making sure balusters are seated all the way into the rail.
- Hold top rail at an angle above the balusters. Starting at one end feed first baluster into rail and tap lightly with a rubber mallet.
- Feed remaining balusters into top rail, tapping lightly with a rubber mallet as you move to the other end. Once all balusters are partially seated in rail tap with rubber mallet along full length of rail making sure all balusters are against the top rib of the rail.
- Fasten rail support to bottom side of bottom rail by inserting pan head self-tapping screw (provided) through center of threaded portion of support. This applies to all sections over 6' long.
- Place section into mounts. Fasten top and bottom rails through side of mount with flat head screw provided. Crossover railing- Fasten top rail to crossover adaptor with pan head screws provided.
- Carefully align mount cover on mount base before applying even, downward pressure to snap cover into place. (Mount Covers can be damaged if the above process is not followed).
- Attach 2 piece flairs to all posts.
 - Separate two piece flair.
 - Slide u-shaped flair around bottom of post.
 - Use rubber mallet to tap flair together.

Angle (Swivel) Mount

- Position bottom swivel mount base so the bottom of the rail has no more than a 2" clearance. **NOTE: A 1 1/8" spacer may be placed on the welded 3/8" plate of the post to reach the 2" clearance. 1 1/4" spacer for 1/2" plate.**
 - Measure up 32 5/8" (for 36" tall railing) or 38 5/8" (for 42" tall railing) from top of bottom mount to top of top mount.
- Keep base of mount centered and pin hole turned down, fasten base to post with pan head self-tapping screws (provided).
- Angle the swivel mount after it is installed on post. Measure from back of cup at one end to back of cup at other end to determine rail length. Cut rails.
- Assemble sections as specified in Standard (Level) railing steps 4-10.



Tuscany & Montego

(Style C10, C101 and C20)

Installation Instructions



- It is the responsibility of the installer to meet all code and safety requirements, and to obtain all required building permits. The installer should determine and implement the installation techniques appropriate for each unique installation situation. Digger Specialties, Inc. and its distributors shall not be held liable for improper or unsafe installations.

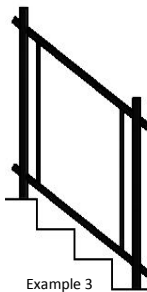
Stair Railing

Important: Rails have to be positioned in the correct direction prior to cutting. If rails are not in the correct position they may be cut incorrectly and balusters will not line up. Rails will have a small hole at one end that indicates the lower end of the stairs.

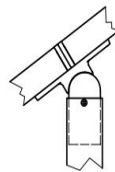
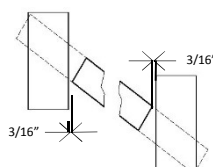
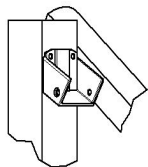
- Identify top and bottom stair rails.
- Cut balusters at angle of stairs on both ends. (Overall length of baluster will not change.)

- Lay bottom rail beside posts with approximately 1" clearance (use 1" spacer) between the rail and nose of step. Insert a baluster into the last hole on each end. Place top rail on these balusters.

- Position rails against posts and even the end spacing on each end, **if possible**, with balusters parallel to the post. Clamp rails to post (Example 3.) Mark rails for cutting. Mark posts for each mount position (Example 4). Cut rails 3/16" shorter than mark on each end. Rails should be cut using a straight cut (Example 5).



- Crossover Railing:** For crossover stairs set stair crossover kit next to rails that are fastened to post to determine what height to cut post. Mark post and cut. Set crossover connector in post and fasten at proper height with self-tapping pan head screws provided. Set correct angle for crossover connector to match railing and tighten nut. Cut bottom rails same as above in step 3 (Example 3). Mark top rails to cut making sure it fits snug into the crossover connector (Example 6).



- Attach mounts to post with pan head self-tapping screws (provided).
- Place bottom rail on clean flat surface. Insert balusters into bottom rail. Seat completely into bottom rail by tapping with rubber mallet.
- Hold top rail at an angle above balusters. Starting at one end feed first baluster into top rail and tap lightly. Feed remaining balusters into rail, tapping lightly as you move to the other end. Once all balusters are partially seated in top rail, go back and tap along full length of the top rail making sure all balusters are seated against top rib.
- Place section into mounts. Fasten top and bottom rails through side of mount with flat head screw provided. Crossover railing- Fasten top rail to crossover adaptor with pan head screws provided.

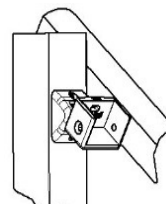
Stair Railing Cont'd

- Carefully align mount cover on mount base before applying even, downward pressure to snap cover into place. (Mount Covers can be damaged if the above process is not followed).
- Attach 2-piece flairs to all posts. See step 10 of Standard (Level) Railing section.

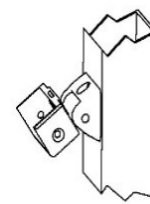
Swivel Stair Mount

Identify top and bottom rails, top swivel mount and bottom swivel mount.

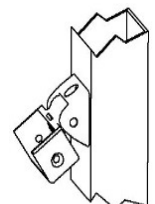
- Lay bottom rail (with approximately 1" clearance from the nose of the steps) beside the posts. Determine where the end holes will be on each end and place a baluster in those holes. Place top rail on these balusters. Holding rails against posts, determine end spacing making sure end spacing is even between post and balusters. Clamp rails to post (Example 1). Hold swivel stair mounts up against posts and beside the rail to determine where rails are to be cut to fit inside the swivel stair mounts. Mark posts for each stair swivel mount position (Example 7). **NOTE: This will vary depending on angle of stairs.** Cut rails. Cut top rail at same length as bottom rail unless using crossover application.
- Attach bottom swivel mount base so the bottom rail has approximately 1" clearance from the nose of the step. (**NOTE: A 1" spacer may be placed on the nose of the step to reach the 1" clearance.**) Fasten base to post with pan head self-tapping screws (provided).
- Attach top swivel mount base to post using pan head self-tapping screws (provided).
- Follow Stair Railing steps 7-11 for assembly of section.



Example 7



Top Stair Swivel Mount



Bottom Stair Swivel Mount

Tuscany Aluminum Railing



Tuscany (C10)
3/4" x 3/4" Square Baluster



Tuscany (C101)
3/4" Round Baluster

CCRR-0163 Complies with IBC, IRC, and FBC. Miami-Dade County Approved for 4' through 6' Sections.
For code compliance information visit westburyrailing.com

Tuscany Series Boxed Kit Specifications

Boxed Kits Include: Rails, Balusters, Mounts (4), and Installation Instructions.



Section Type	Length					Height	
	4'	5'	6'	7'	8'	36"	42"
Straight	•	•	•			•	•
Straight w/Rail Support				•	•	•	•
Stair	•	•	•	•	•	•	•

Tuscany (C10) Assembled Specifications

Assembled sections (square balusters) are available in four Powdered Coated Colors: Black Fine Texture, Bronze Fine Texture, White Fine Texture, and Gloss White.



Section Type	Length					Height	
	4'	5'	6'	7'	8'	36"	42"
Straight		•	•			•	•
Straight w/Rail Support				•	•	•	•
Stair			•		•	•	•



For freight quotes & customer service:
1-800-986-5352

Search

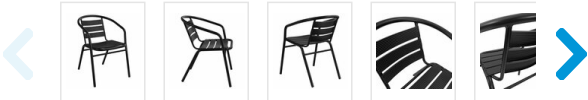
CART 0

INDOOR RESTAURANT FURNITURE

OUTDOOR RESTAURANT FURNITURE

Get Inspired! Custom Booth Gallery ECCB Outdoor

SHOP BY



Aviator Collection Outdoor Aluminum Chair in Black

East Coast Chair & Barstool

★★★★★ (No reviews yet) [Write a Review](#)

SKU: W-AL202CH-BLK Shipping: [LTL Freight](#) Usage: Outdoor

- Aluminum Frame
- Stackable for Easy Storage
- Nylon Floor Glides
- 1-Year Limited Warranty

\$64.99 1

ADD TO CART

Have a questions? Call [1-800-986-5352](tel:1-800-986-5352) and our customer care team will be happy to help you.

Product Description Specifications FAQs Reviews Related Products Customers Also Viewed

PRODUCT DESCRIPTION

Modernize your outdoor area with a sleek black look with the Aviator Collection Chair! With a durable 28mm X 1.5mm black aluminum frame, it boasts of commercial-grade strength. Also comes with nylon floor glides. This chair is lightweight yet sturdy, making it a great choice for flexibility in your design or for easy storage during the off season.

- Made of aluminum
- Sleek black design
- Fully assembled
- Stackable
- Nylon floor glides
- 1-year limited warranty. Please view our [full warranty page](#) for more details.



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SPECIFICATIONS



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Outdoor Aluminum
Side Chair in Black
\$59.99



Palazzo Collection
Outdoor Side Chair
~~\$152.99~~
\$102.99



Palazzo Collection
Outdoor Arm Chair
~~\$158.99~~
\$108.99



Sydney Collection
Synthetic Textilene
Weave Side Chair
~~\$123.99~~
\$99.99



Sydney Collection
Textilene Weave
Arm Chair
~~\$129.99~~
\$114.99



Palmetto Collection
Outdoor Chair
~~\$140.99~~
\$103.99

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- East Coast Chair & Barstool
- Regal Seating
- ECCB Outdoor
- BFM Seating
- Florida Seating
- Grosfillex
- Leisure Craft
- Plantation Prestige
- Oak Street
- [View All](#)

INFO

East Coast Chair & Barstool
966 Perry Highway
Mercer, PA 16137
Call us at (800) 986-5352

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CITY OF BIRMINGHAM
Community Development – Building Department
151 Martin Street, Birmingham, MI 48009

August 6, 2021

RE: Special Land Use Permit Review Comments
260 N. Old Woodward, Morrie Dining Platform

As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

Applicable Building Codes:

- **2015 Michigan Building Code.** Applies to all buildings other than those regulated by the *Michigan Residential Code*.
- **2015 Michigan Mechanical Code.** (Residential requirements for mechanical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- **2015 Michigan Plumbing Code.** (Residential requirements for plumbing construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- **2017 National Electrical Code along with the Michigan Part 8 Rules.** (Residential requirements for electrical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)

Review Comments:

1. The plans provided lack sufficient construction details to review for code compliance. The plans need to be drawn to scale with dimensions showing the layout of the platform and a section showing how it will be constructed.
2. Access to the platform from the sidewalk must meet barrier free and ADA requirements. Provide details to demonstrate compliance.

260 N. Old Woodward - The Morrie

Jack Pesha <jpesha@bhamgov.org>
To: Nicholas Dupuis <ndupuis@bhamgov.org>

Wed, Aug 4, 2021 at 3:30 PM

Nick, here are comments for BFD.

1. No storage of propane on the streetside of the establishment. This particular building has no place that meets code to store propane cylinders due to the layout. They were fined in June for improper storage of LP gas.
2. Do not block any fire hydrant or FDC.
3. If allowed to use gas fired heaters, 5 feet of clearance shall be met for combustible awnings, umbrellas and egress pathways per code.
4. Arrange platform so it does not impede traffic lane.

This establishment placed a propane cage next to the previous platform on the street without approval from any department (not protected from a vehicle strike and without approval). We can't allow for that moving forward.

Jack

[Quoted text hidden]

--

Jack D. Pesha
Fire Marshal
Birmingham Fire Department
248-530-1903



Important Note to Residents

Let's connect! Join the Citywide Email System to receive important City updates and critical information specific to your neighborhood at www.bhamgov.org/citywideemail.

260 N. Old Woodward - The Morrie

Mark Clemence <Mclemence@bhamgov.org>
To: Nicholas Dupuis <ndupuis@bhamgov.org>

Thu, Aug 5, 2021 at 8:33 AM

Nick,

I want to see a better drawing to determine how many parking spots are going to be taken up. Also, as has been an issue in the past with the Morrie, is that their deck was designed in such a way as the two parking spots on either end of the deck were not usable based on the design. You can see that from your attached photos. I want to know exactly how many parking spaces are going to be utilized and I want assurances that the parking spaces at either end of the deck are open and usable.

Mark H. Clemence
Chief of Police
Birmingham Police Department
151 Martin St.
Birmingham, MI. 48009
248-530-1875



On Wed, Aug 4, 2021 at 12:43 PM Nicholas Dupuis <ndupuis@bhamgov.org> wrote:
[Quoted text hidden]





Special Land Use Permit Application

Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: The Morrie of Birmingham LLC
Address: 260 N Old Woodward Birmingham MI 48009
Phone Number: 248-220-0590
Fax Number: 248-629-9242
Email address: Bschaible@afbhospitalitygroup.com

3. Applicant's Attorney/Contact Person

Name: Aaron Belen
Address: 27387 Woodward, Berkley MI, 48072
Phone Number: 248-629-9221 Ext. 205
Fax Number: 248-629-9242
Email address: ABelen@afbhospitalitygroup.com

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: 260 N Old Woodward Birmingham MI 48009
Name of development: The Morrie Birmingham LLC
Sidwell #: _____
Current Use: _____
Proposed Use: Outdoor patio for dining
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: A F Jonna C/O Jennifer Walker
Address: 4036 Telegraph Road Suite 201 Bloomfield Hills, MI 48302
Phone Number: 248-593-6200 Ext. 107
Fax Number: 248-593-6203
Email address: JWalker@AFJonna.com

4. Project Designer/Developer

Name: Brad Schaible
Address: 27387 Woodward Berkley MI 48072
Phone Number: 248-220-0590
Fax Number: 248-629-9242
Email address: Bschaible@afbhospitalitygroup.com

- 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)

Build a 58' x 15' wood deck with a metal railing patio deck for outdoor dining. This will hold 11 tables and occupy the 5 parking spaces in front of the current restaurant The Morrie Birmingham LLC at 260 N Old Woodward, Birmingham MI 48009

8. Buildings and Structures

Number of Buildings on Site: NA
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: NA
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: NA
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: NA
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: NA
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: 5
Typical angle of parking spaces: NA
Typical width of maneuvering lanes: _____
Location of parking on site: _____
Location of parking off site: _____
Number of light standards in parking area: NA
Screenwall material: _____

Proposed number of parking spaces: 5
Typical size of parking spaces: 15' x 8'
Number of spaces <180 sq. ft.: _____
Number of handicap spaces: 0
Shared parking agreement? NA
Height of light standards in parking area: NA
Height of screenwall: NA

12. Landscaping

Location of landscape areas: NA

Proposed landscape material: _____

13. Streetscape

Sidewalk width: NA
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: NA
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: NA
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: NA
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: NA
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: NA
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: NA
Location of accessory buildings: _____

Size of accessory buildings: _____
Height of accessory buildings: _____

18. Building Lighting

Number of light standards on building: NA

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: NA
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.

Signature of Owner: _____

Date: 6/30/2021

Print Name: Jordan Jonna

Signature of Applicant: _____

Date: 6/30/2021

Print Name: Aaron F Belen

Signature of Architect: _____

Date: _____

Print Name: NA

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____

THE MORRIE BIRMINGHAM LLC

27387 WOODWARD AVE
BERKLEY, MI 48072-0902

6/30/2021

PAY TO THE
ORDER OF

City of Birmingham

\$ **2,800.00

Two Thousand Eight Hundred and 00/100*****

DOLLARS

City of Birmingham
Clerk's Office
151 Martin St.
Birmingham MI 48009

MEMO

SLUP - 260 N Old Woodward Ave

Raunio T. Jaroela
AUTHORIZED SIGNATURE



⑈001718⑈ ⑆072403473⑆ 01382858005⑈

THE MORRIE BIRMINGHAM LLC

1718

City of Birmingham

Date Type Reference
6/30/2021 Bill

Original Amt.
2,800.00

Balance Due
2,800.00

6/30/2021

Discount

Check Amount

Payment
2,800.00
2,800.00

Cash in Bank - Huntin SLUP - 260 N Old Woodward Ave

2,800.00

320 Martin Street Suite 10
Birmingham, Michigan 48009
t:248.554.9500
Contact Person: Kevin Biddison
e.mail: kb@biddison-ad.com

PROPOSED BUILDING RENOVATION FOR:

The Morrie

PROJECT LOCATION:

260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009
ZONED: D-4 OVERLAY

APPLICANT INFORMATION

AFB HOSPITALITY GROUP LLC
27387 WOODWARD AVE.
BERKLEY MI 48072

T. 248.629.9221X201.
E. AFB@AFBHOSPITALITYGROUP.COM

GENERAL CONTRACTOR:

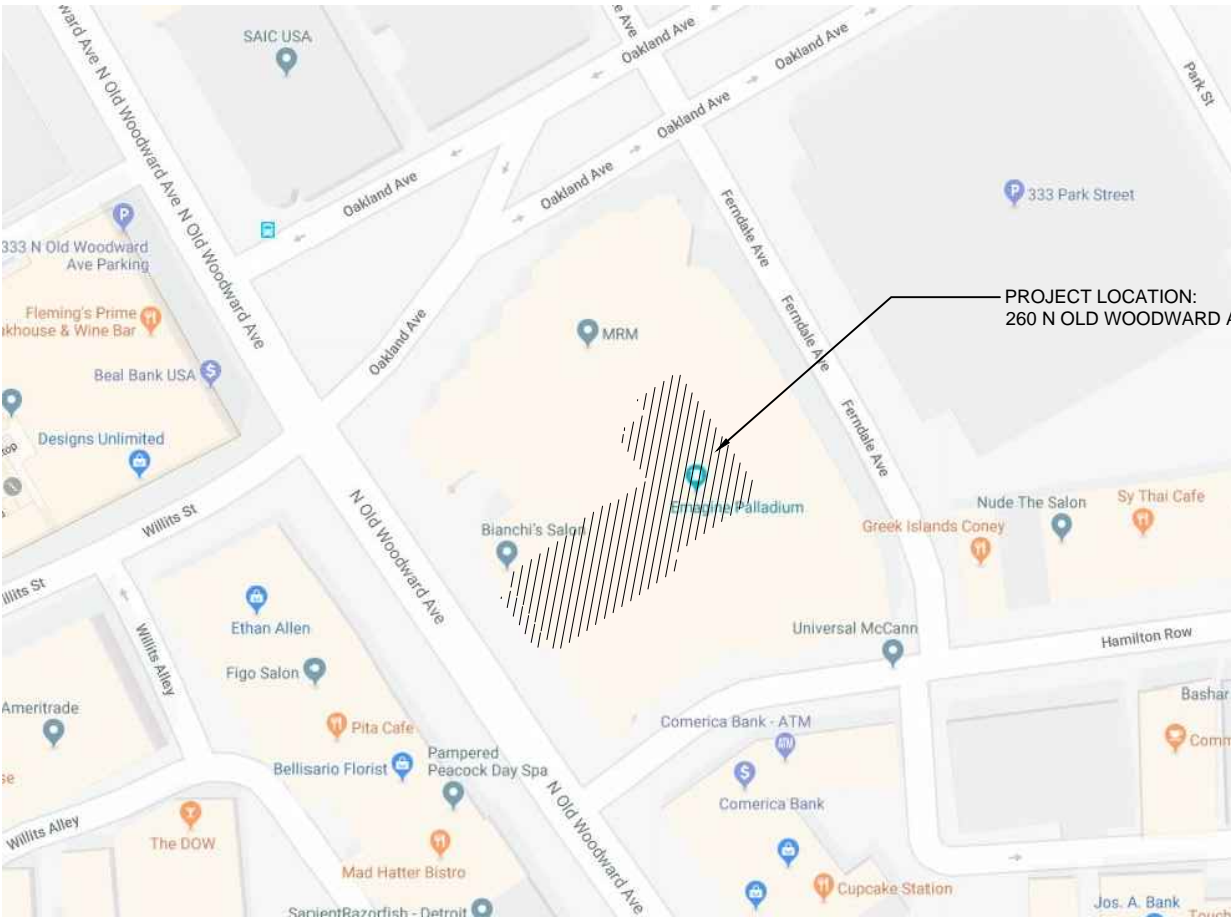
TOWER CONSTRUCTION
3883 TELEGRAPH RD., SUITE 200 .
BLOOMFIELD TWP., MI 48302

P. 248.287.8200
F. 248.287.8203

SHEET INDEX:

T.101	TITLE SHEET
A.101a	FLOOR PLAN
A.101b	FLOOR PLAN - DANCE FLOOR
A.201	EXTERIOR ELEVATION
A.301	INTERIOR PERSPECTIVE IMAGES
A.302	INTERIOR PERSPECTIVE IMAGES
A.303	INTERIOR PERSPECTIVE IMAGES

FIRE SUPPRESSION NOTE:
THE BUILDING IS PROVIDED WITH A FULLY AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEM INSTALLED (FIRE SUPPRESSION SYSTEM) - WORK WILL BE DESIGNED TO MEET M.B.C. REQUIREMENTS AND CITY OF BIRMINGHAM INSPECTION & PERMIT APPROVAL. FACTORY MUTUAL STANDARDS AND SPECIFICATIONS SHALL ALSO BE USED WHERE NOT OTHERWISE IN CONFLICT WITH LOCAL STANDARDS. SPRINKLER CONTRACTOR SHALL BE FULLY LICENSED AND BE RESPONSIBLE FOR PREPARATION OF ENGINEERED DRAWINGS. SUBMISSION OF DRAWINGS TO ALL LOCAL AND STATE AGENCIES FOR APPROVAL AND FOR COORDINATION OF REQUIREMENTS WITH OWNERS AND TENANTS INSURANCE CARRIER.



Consultants

Project data

GOVERNING CODES: 2015 MICHIGAN BUILDING CODE
2015 MICHIGAN PLUMBING CODE
2015 MICHIGAN MECHANICAL CODE
2015 MICHIGAN REHABILITATION CODE
2015 INTERNATIONAL FUEL GAS CODE
MICHIGAN ELECTRICAL CODE, 2014 N.E.C.
W/ PART 8 STATE AMENDMENTS
ICC/ANSI A117.1-2015 AND MICHIGAN
BARRIER FREE DESIGN LAW OF PUBLIC
ACT 1 OF 1966 AS AMENDED.
MICHIGAN UNIFORM ENERGY CODE RULES
PART 10 WITH ANSI/ASHRAE/IESNA
STANDARD 90.1-2015
2015 INTERNATIONAL FIRE CODE
NFPA 13 - 2010
NFPA 72 - 2010

TENANT AREA: 7,952 SQFT

BUILDING USE: A-2 RESTAURANT

TYPE OF CONSTRUCTION:

2012 MBC: TYPE IIA (PROTECTED)
NFPA 220: TYPE II-000

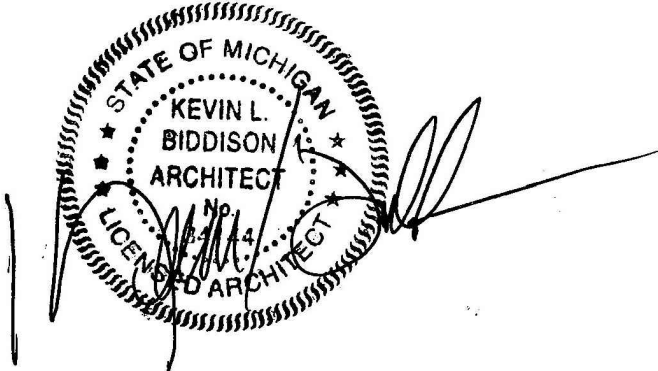
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SPECIAL LAND USE PERMITS	02.01.18
SLUP AMENDMENT	05.16.18

Project no.

THE MORRIE	2010.17
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Sheet no.



Consultant

Project title

PROPOSED BUILDING RENOVATION FOR
THE MORRIE

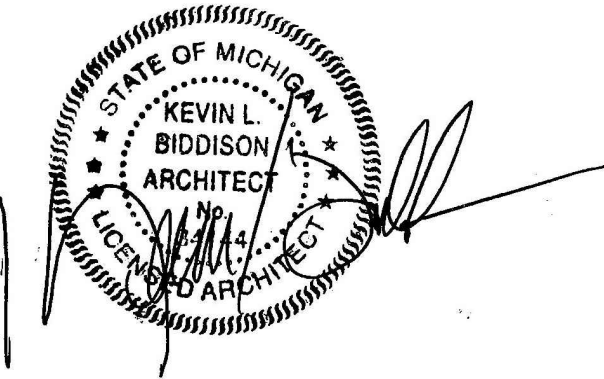
260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009

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SPECIAL LAND USE
PERMIT 02.01.18
SLUP AMENDMENT 05.16.18

Sheet title

FLOOR PLAN

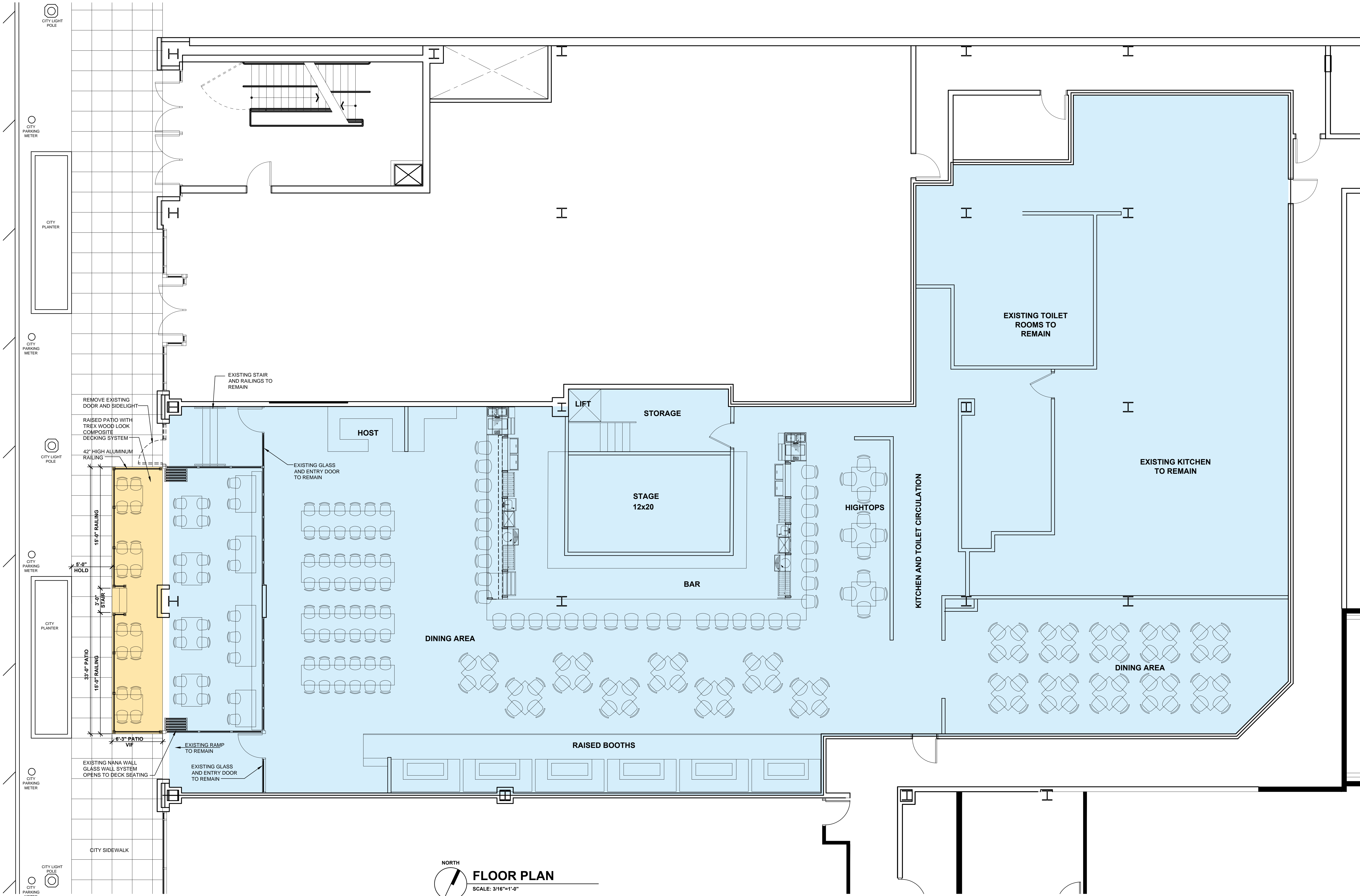


Project no

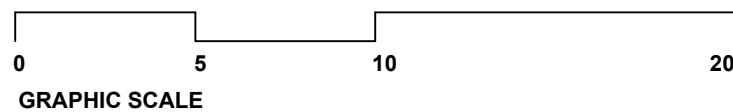
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Sheet no

A.101a



FLOOR PLAN
SCALE: 3/16"=1'-0"



Consult

Project

PROPOSED BUILDING RENOVATION F

THE MORRIE

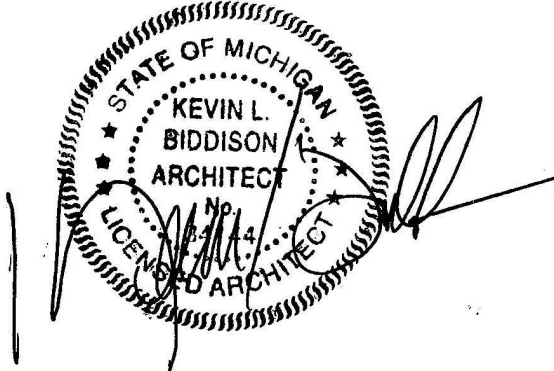
260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009

Issued c

SLUP AMENDMENT 05.16.18

Sheet

FLOOR PLAN
- DANCE FLOOR

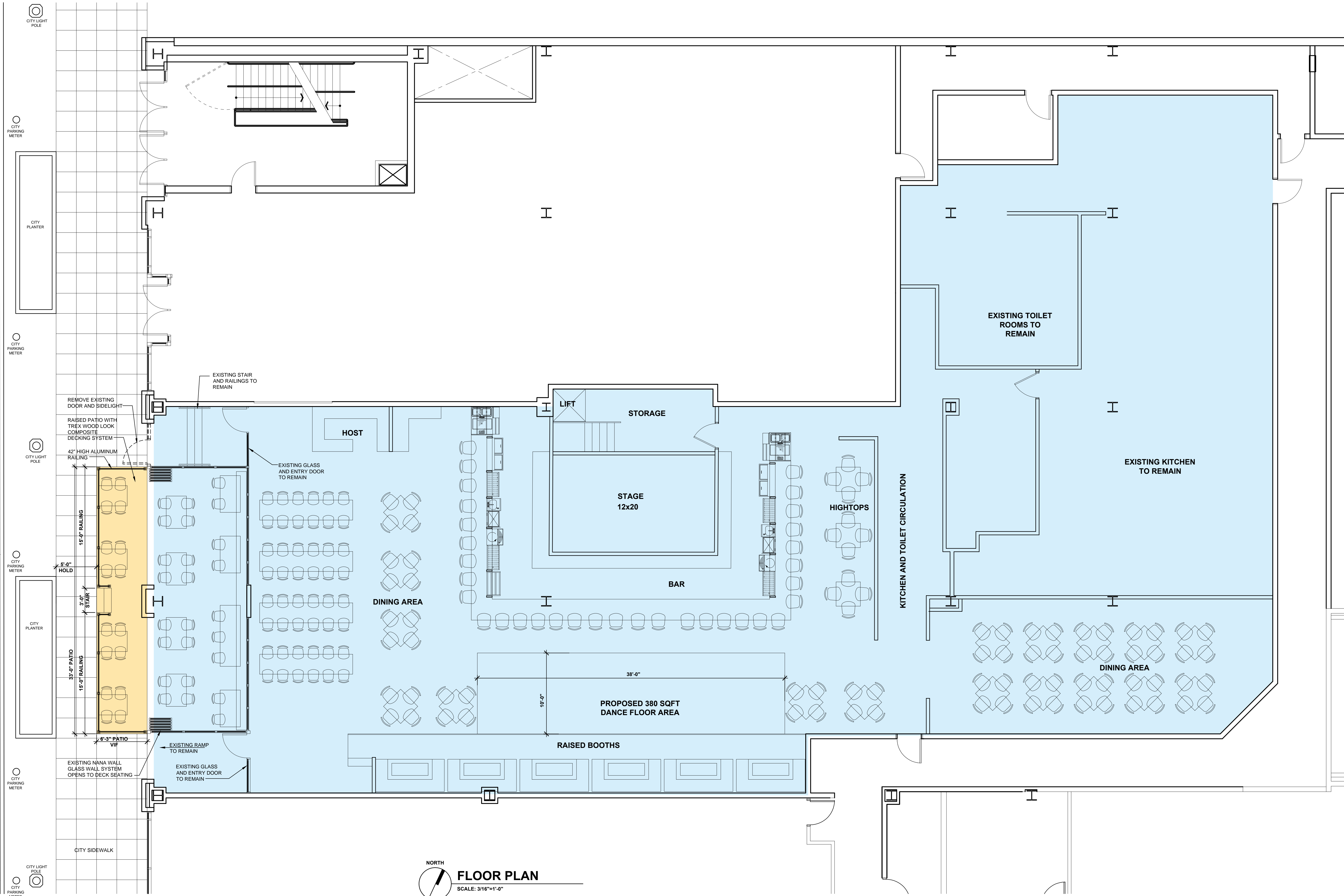


Project

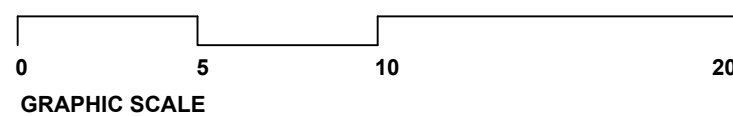
2010.17

Sheet

A.101b



NORTH
FLOOR PLAN
SCALE: 3/16"=1'-0"





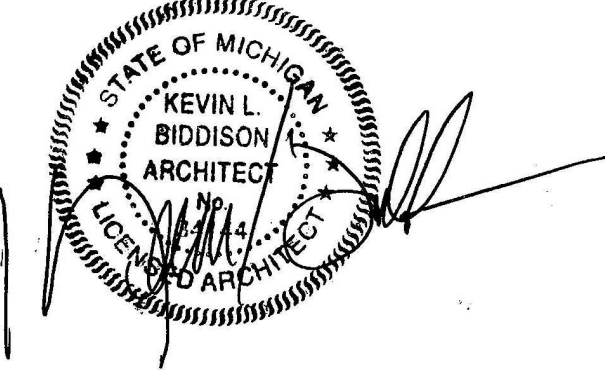
EXTERIOR PATIO PERSPECTIVE

FOR REFERENCE NOT TO SCALE



EXTERIOR ELEVATION

FOR REFERENCE NOT TO SCALE





INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE

Consultant

Project title

PROPOSED BUILDING RENOVATION FOR
THE MORRIE

260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009

Issued drc

SPECIAL LAND USE
PERMIT 02.01.18
SLUP AMENDMENT 05.16.18

Sheet title

INTERIOR
PERSPECTIVE
IMAGES



Project no

2010.17

Sheet no

A.302



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE



INTERIOR PERSPECTIVE
FOR REFERENCE NOT TO SCALE

PROPOSED BUILDING RENOVATION FOR
THE MORRIE

260 N OLD WOODWARD AVE,
BIRMINGHAM, MI 48009

SLUP AMENDMENT 05.16.18

INTERIOR
PERSPECTIVE
IMAGE



2010.17

A.303

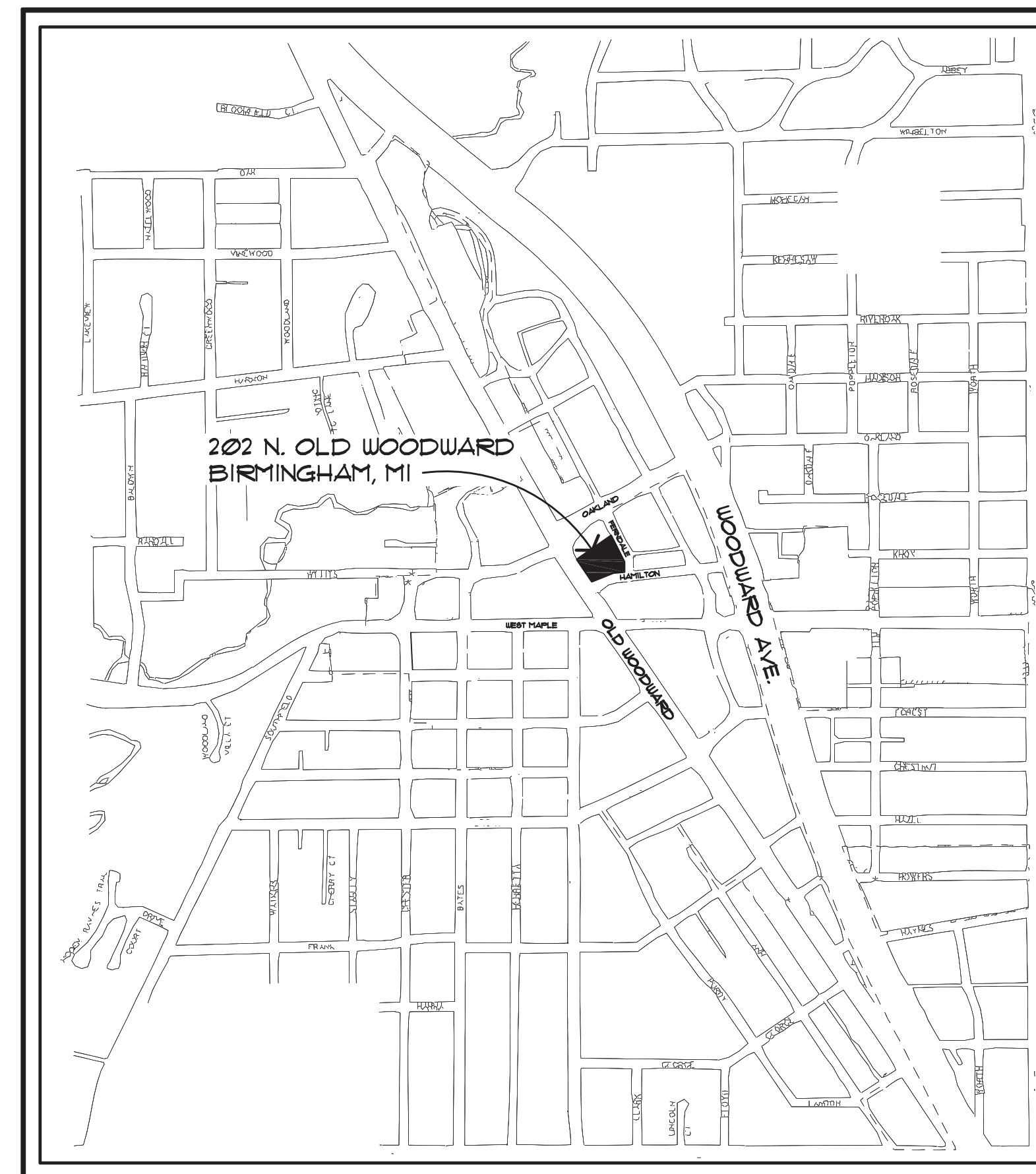


PALLADIUM

BIRMINGHAM, MICHIGAN

BUILDING OWNER/DEVELOPER:
A.F. JONNA DEVELOPMENT
4036 TELEGRAPH RD. SUITE 201
BLOOMFIELD HILLS, MI 48302
(248) 593-6200 FAX: (248) 593-6203

ARCHITECT:
JPRA ARCHITECTS
31993 WEST TWELVE MILE RD. SUITE 180
FARMINGTON HILLS, MI 48331
(248) 737-0180 FAX: (248) 737-9161



LOCATION MAP
CITY OF BIRMINGHAM

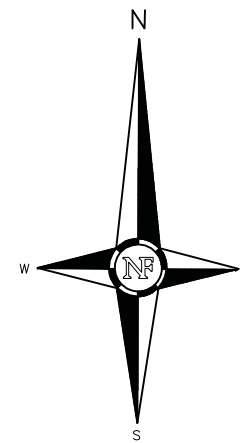
(NOT TO SCALE)



INDEX OF DRAWINGS

SHEET NUMBER	DRAWING TITLE
CS	COVER SHEET
1	ALTA/ACSM LAND TITLE SURVEY
A.101	ARCHITECTURAL SITE PLAN
A.102	LOWER LEVEL FLOOR PLAN
A.103	STREET LEVEL FLOOR PLAN
A.104	SECOND LEVEL FLOOR PLAN
A.105	FOURTH LEVEL FLOOR PLAN
A.106	THIRD LEVEL FLOOR PLAN
A.107	FIFTH LEVEL FLOOR PLAN
A.108	ELEVATIONS
A.109	ELEVATIONS

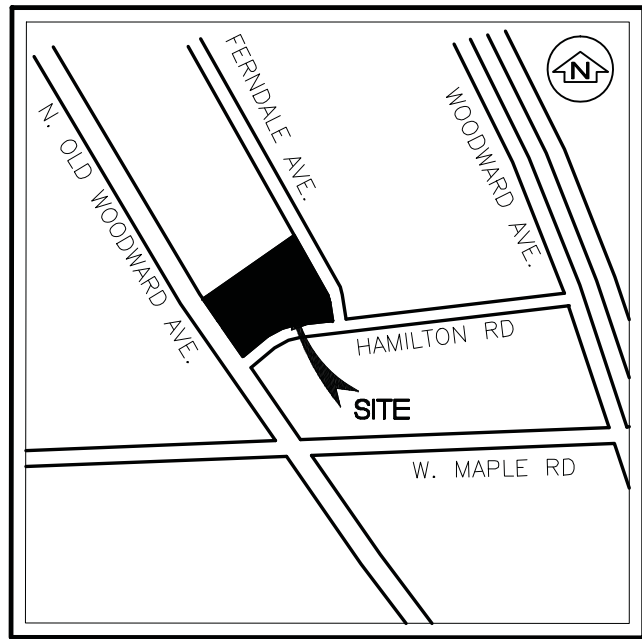
PRELIMINARY SITE PLAN APPROVAL
APRIL 04, 2014
MAY 05, 2014 - REV



LEGEND

ASPH = Asphalt
C = Cable
CATV = Cable TV/Box/Riser
CB = Catch Basin
CO = Clean Out
CONC = Concrete
E = Electric
EM = Electric Meter
EC = Electric Conduit/Riser
F.I. = Found Iron
G = Gas
GL = Ground Light
GP = Guard Post
GV = Gate Valve
HYD = Hydrant
LP = Light Pole
L/S = Landscape
MH = Manhole
MON. = Monument
MW = Monitor Well
OH LINES = Overhead Lines
P = Phone/Box/Riser
PH = Physically Handicapped
PIV = Post Indicator Valve
P/L = Property Line
PM = Parking Meter
ROW = Right of Way
SAN = Sanitary Sewer
SB = Stop Box (Water)
S.I. = Set Iron
SO = Shutoff (Water)
STM = Storm Sewer
TRANS = Transformer
UP = Utility Pole
WM = Water Main
(R) = Record Measurement
(M) = Surveyed Measurement
(C) = Calculated

20 0 10 20 40
GRAPHIC SCALE 1"=20'



LOCATION MAP

LEGAL DESCRIPTION

Land Situated in the City of Birmingham in the County of Oakland in the State of MI
PARCEL 1:

Part of Lots 50, 53, 56 and 57, ASSESSOR'S PLAT NO. 21, according to the recorded plat thereof, as recorded in Liber 54 of Plats, page 19, Oakland County Records, beginning at the Southwest corner of Lot 51, thence North 35 degrees 11 minutes 35 seconds West 128.29 feet, thence North 54 degrees 51 minutes 55 seconds East 222.63 feet, thence South 30 degrees 00 minutes 55 seconds East 132.74 feet, thence South 08 degrees 33 minutes 06 seconds East 52.76 feet, thence South 82 degrees 28 minutes 25 seconds West 110.96 feet, thence South 54 degrees 39 minutes 25 seconds West 88.72 feet to Beginning. Also all of Lots 51, 52, 58 and 59 of said Subdivision.

PARCEL 2:

Part of Lots 53, 56 and 57 of ASSESSOR'S PLAT NO. 21, according to the plat thereof recorded in Liber 54 of Plats, Page 19, Oakland County Records, described as: Beginning at a point distant 128.29 feet from the Southwest corner of Lot 51; thence North 35 degrees 11 minutes 35 seconds West 25 feet; thence North 54 degrees 51 minutes 55 seconds East 25.10 feet; thence South 54 degrees 51 minutes 55 seconds West 222.63 feet.

Tax Id No. 19-25-453-011

BASIS OF BEARING NOTE

The basis of bearing for this survey was established by the legal description of record

TITLE NOTES

Subject to:

9. Right of Way granted to The Detroit Edison Company recorded February 22, 1973 in Liber 6249, Page 128, as to Parcel 2. [A building has been constructed over said easements after this document was created. The approximate location of said easements are plotted hereon. The client needs to verify with The Detroit Edison Company to determine if these easements still exist.]

All exceptions shown or noted on this survey were obtained from Title Commitment No. 58689227, with an effective date of 12-09-2013, issued by Title Source, Inc.

SITE DATA

Gross Land Area: 36,542 Square Feet or 0.84 Acres.

Zoned: B4 (Business-Residential)

Building Setbacks:

Front= 0'

Sides= 0' for commercial, office or parking stories.

0' for residential stories with walls facing side lot lines which do not contain windows or front on a street

10' when any wall in residential stories which contain windows and when side lot lines abut a street.

Rear= 10 feet when the rear open space abuts a P, B1, B2, B2B, B2C, B3, B4, O1, or O2 Zoning District.

20 feet when adjacent to a residential zoning district

Max. Building Height permitted: 5 stories/60'

Total Parking: No onsite parking.

The above setback & height requirements were obtained from the City of Birmingham Zoning Ordinance.

A surveyor cannot make a certification on the basis of an interpretation or opinion of another party. A zoning endorsement letter should be obtained from City of Birmingham to insure conformity as well as make a final determination of the required building setback requirements.

FLOOD HAZARD NOTE

The Property described on this survey does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency; the property lies within Zone X of the Flood Insurance Rate Map identified as Map No. 26125C0537F bearing an effective date of 09-29-2006.

CEMETERY NOTE

There was no observable evidence of cemeteries or burial grounds within the subject property.

UTILITY NOTE

All utilities are underground unless otherwise noted.

The utilities shown on this survey were determined by field observation. All locations are approximate. The location of any other underground services which may exist can only be depicted if a Utility Plan is furnished to the surveyor.

SURVEY NOTES

There was no observable evidence of current earth moving work, building construction or building additions.

There are no known proposed changes in street right-of-way lines available from the controlling jurisdiction.

There was no observable evidence of recent street or sidewalk construction or repairs.

There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill.

There was no observable evidence of wetlands within the subject property as of the date of completion of the field work.

SURVEYOR'S CERTIFICATION

To:

Associated Bank
The Palladium of Birmingham, LLC
Title Source, Inc.
Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(b), 7(a), 7(b), 7(c), 8, 9, 10(a), 11(a), 13, 16, 17, 18, 19, 20(a) and 21 of Table A thereof.

The field work was completed on 01-15-2014.

Kevin Navaroli, P.S.
No. 53503
Dated: 01-31-2014
Revised: 03-06-2014



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS
ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342
TEL. (248) 332-7931
FAX. (248) 332-8257
EMAIL: rfraus@nowakfraus.com

PROJECT

Palladium

PROJECT LOCATION

No. 250-270 N. Old
Woodward Avenue & 201
Hamilton Road
Part of the S.W. 1/4 of
Section 10, T.2N., R.10E.,
City of Birmingham, Oakland
County, MI

SHEET

ALTA/ACSM
Land Title Survey

REVISIONS

03-06-2014 Rev. Certificate

DRAWN BY:

D.MCCONKEY

APPROVED BY:

K.N./R.FRAUS

EMAIL:

rfraus@nowakfraus.com

DATE ISSUED:

01-31-2014

SCALE:

1"=20'

NFB JOB NO.

H888

SHEET NO.

1

ARCHITECTURAL
SITE PLAN

PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS

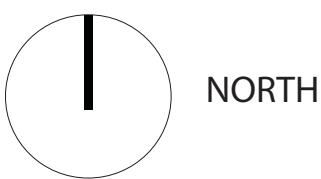
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jppra.com



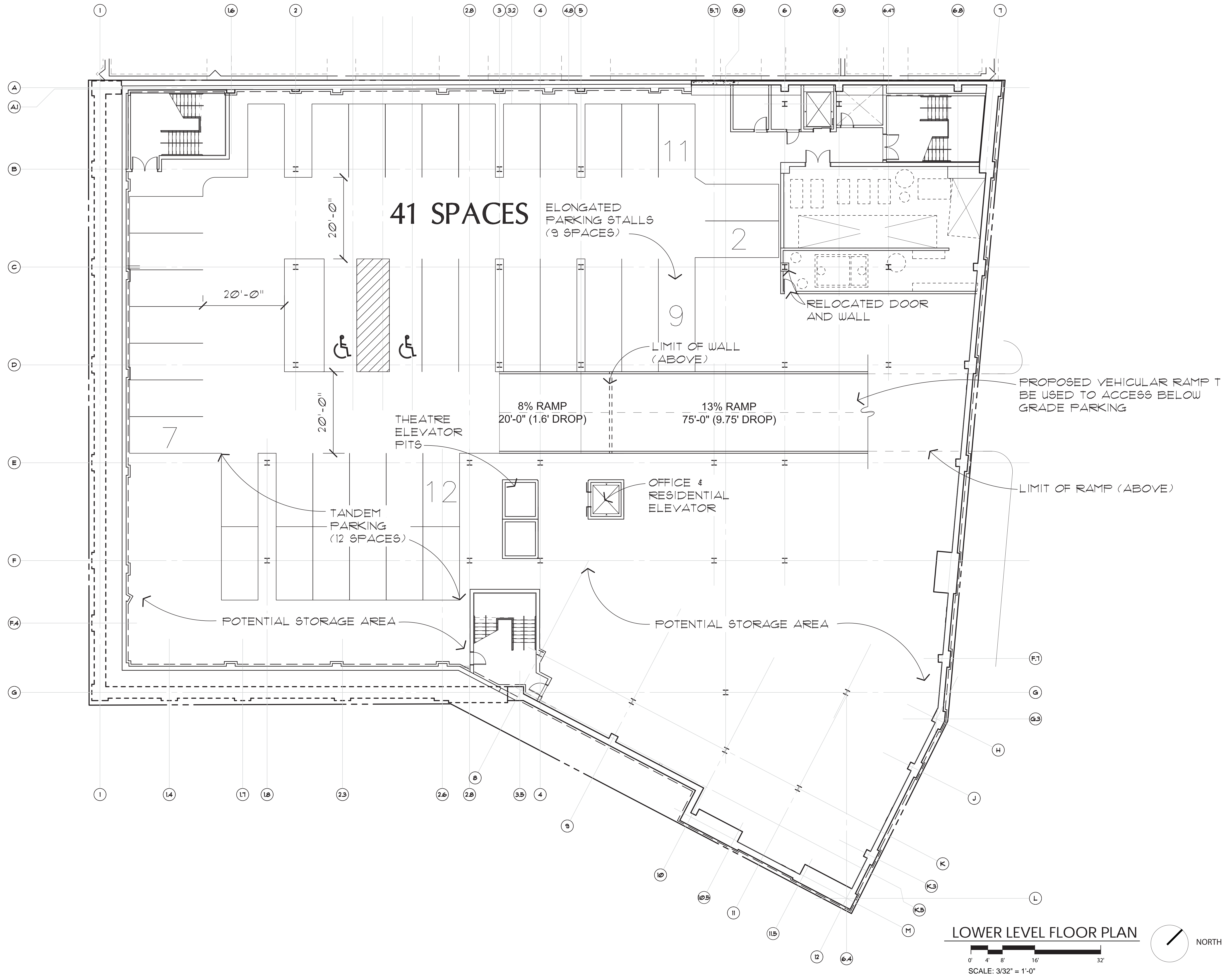
ARCHITECTURAL SITE PLAN

0' 20' 40' 80'

SCALE: 1" = 20'-0"



Subject:
**LOWER LEVEL
FLOOR PLAN**

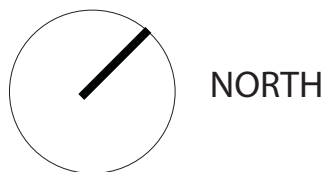


Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jp architects.com

Job No:
1787
Package Series
A.102
Sheet No.

LOWER LEVEL FLOOR PLAN
0' 4' 8' 16' 32'
SCALE: 3/32" = 1'-0"



N. OLD WOODWARD AVE

OAKLAND AVE

FERNDAL AVE

HAMILTON RD

A-101
TENANT
3,594 SF

A-103
TENANT
7,669 SF

A-105
TENANT
3,729 SF

A-106
TENANT
996 SF

A-107
TENANT
6,683 SF

LOBBY

STORAGE
&
SUPPORT
SPACE

SERVICE &
LOADING

STORAGE & SUPPORT
SPACE

THEATRE
ELEVATORS

OFFICE &
RESIDENTIAL
ELEVATOR

SERVICE
ELEVATOR

LIMIT OF RAMP
(BELOW)

13% RAMP
75'-0" (9.75' DROP)

8% RAMP
20'-0" (1.6' DROP)

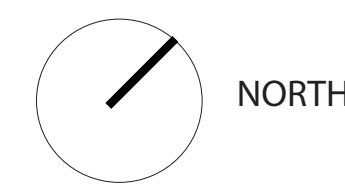
EXISTING LOADING / SERVICE
CURB CUT

PROPOSED
CURB CUT

PROPOSED VEHICULAR RAMP T.
BE USED TO ACCESS BELOW
GRADE PARKING

STREET LEVEL FLOOR PLAN

0' 4' 8' 16' 32'
SCALE: 3/32" = 1'-0"



Do not scale prints. Use figured dimensions.
©2007 JPRA Architects

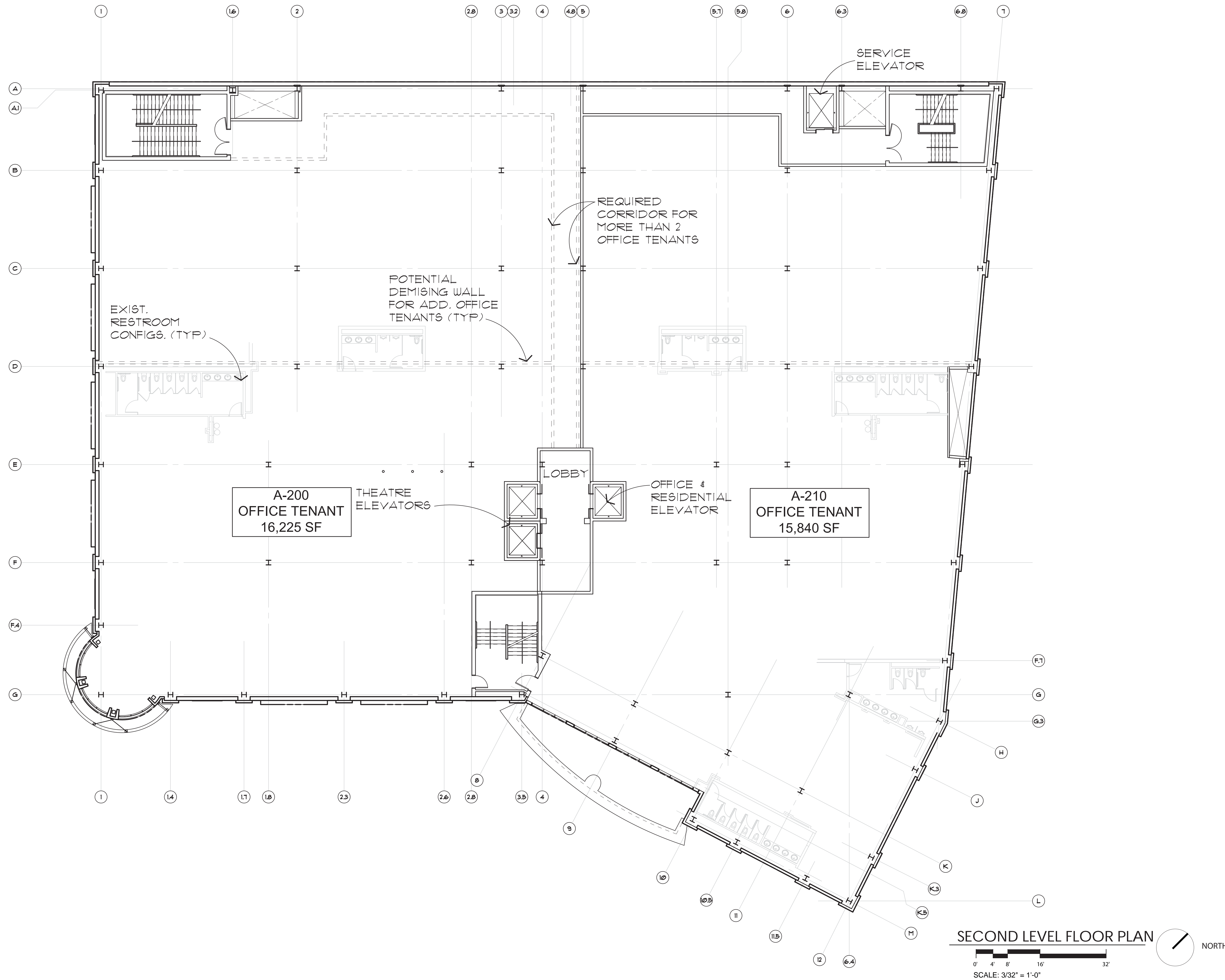
Issued For:
APRIL 04, 2014
MAY 05, 2014 - REV

Subject:
STREET LEVEL
FLOOR PLAN

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

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Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
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Job No:
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Package Series Sheet No.
A.103

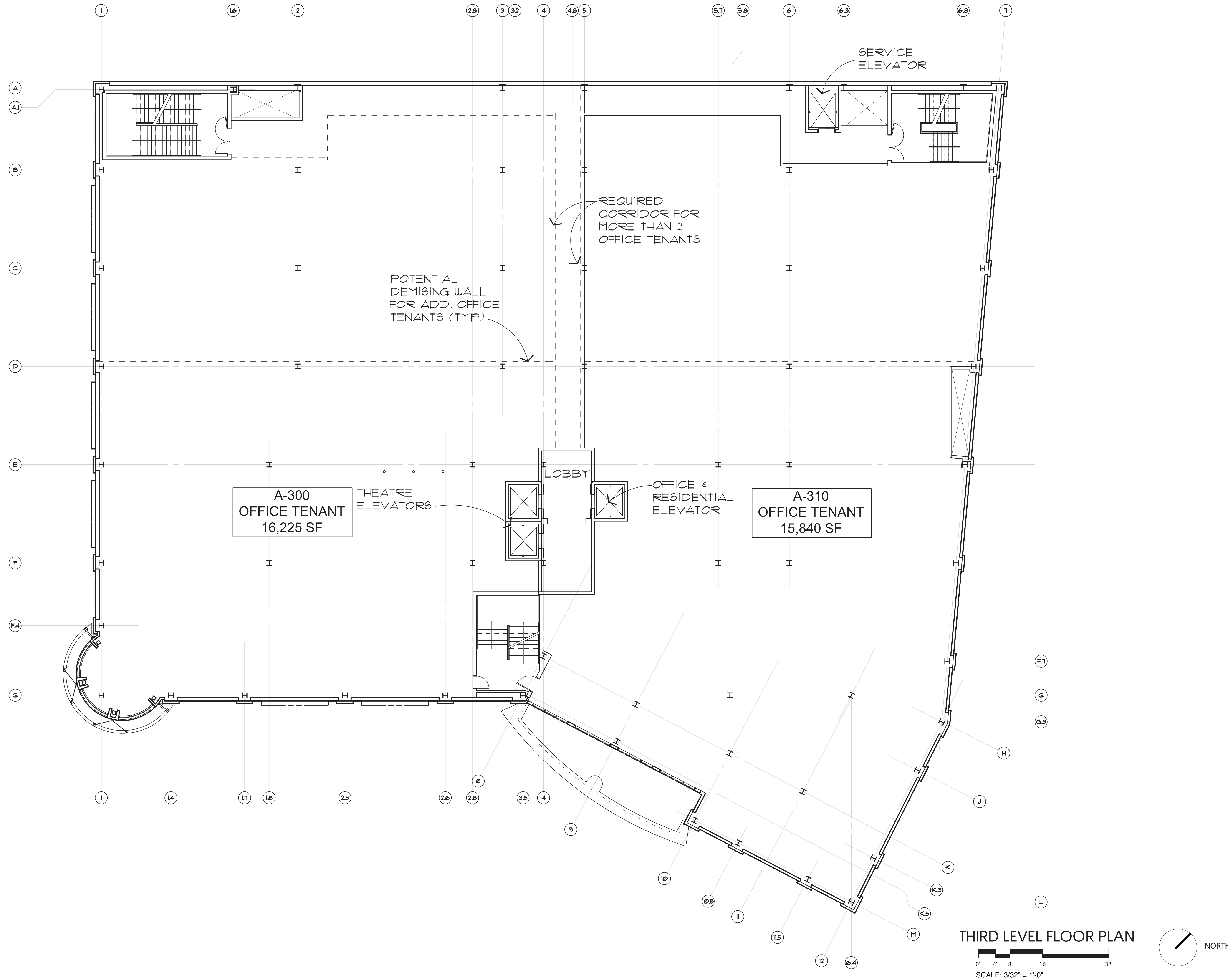


Subject:
**SECOND LEVEL
FLOOR PLAN**

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
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phone 248.737.0160 fax 248.737.9161
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Job No:
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Package Series Sheet No.
A.104

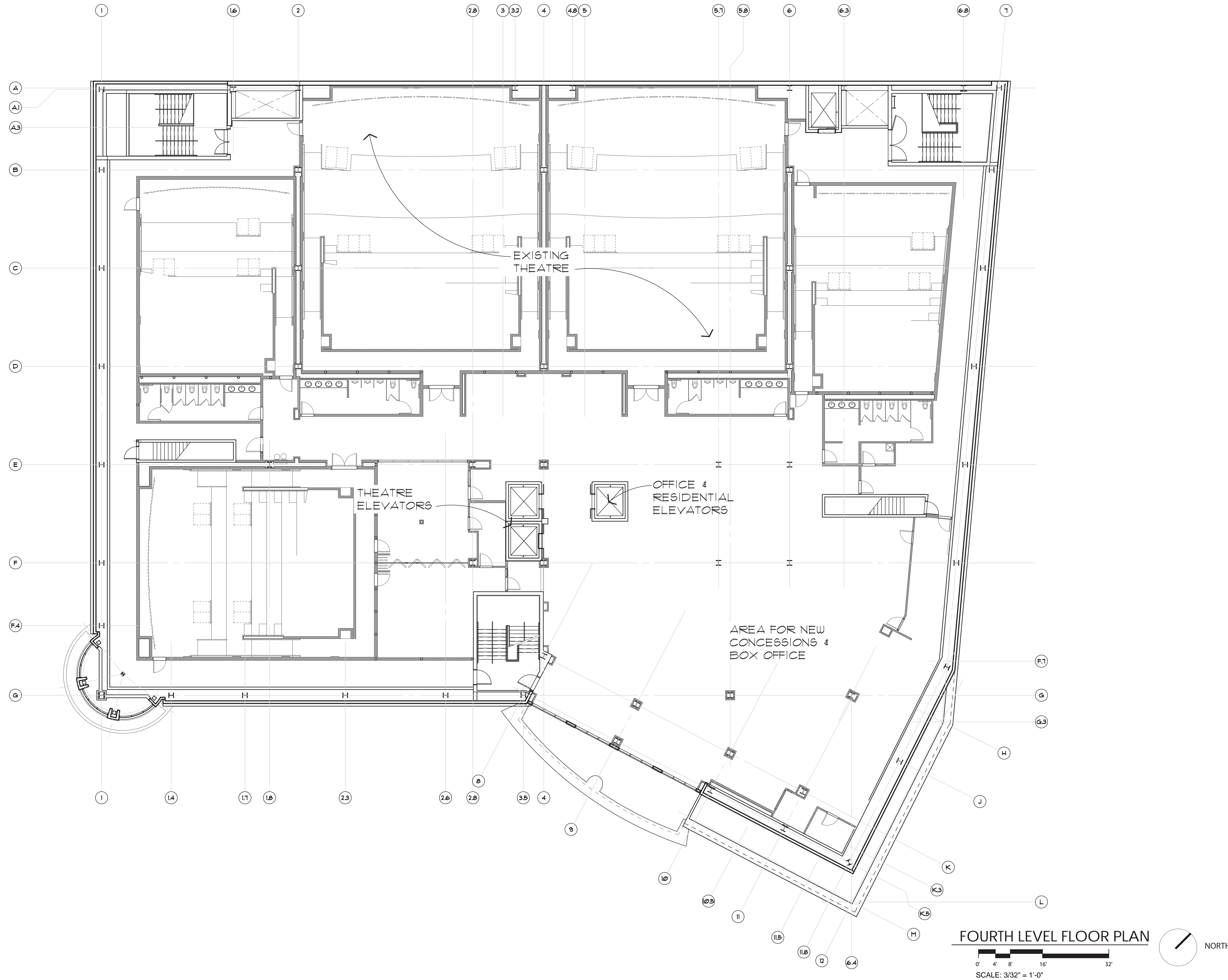


Subject:
THIRD LEVEL
FLOOR PLAN

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

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Farmington Hills MI 48331
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Job No:
1787
Package Series
A.105
Sheet No.

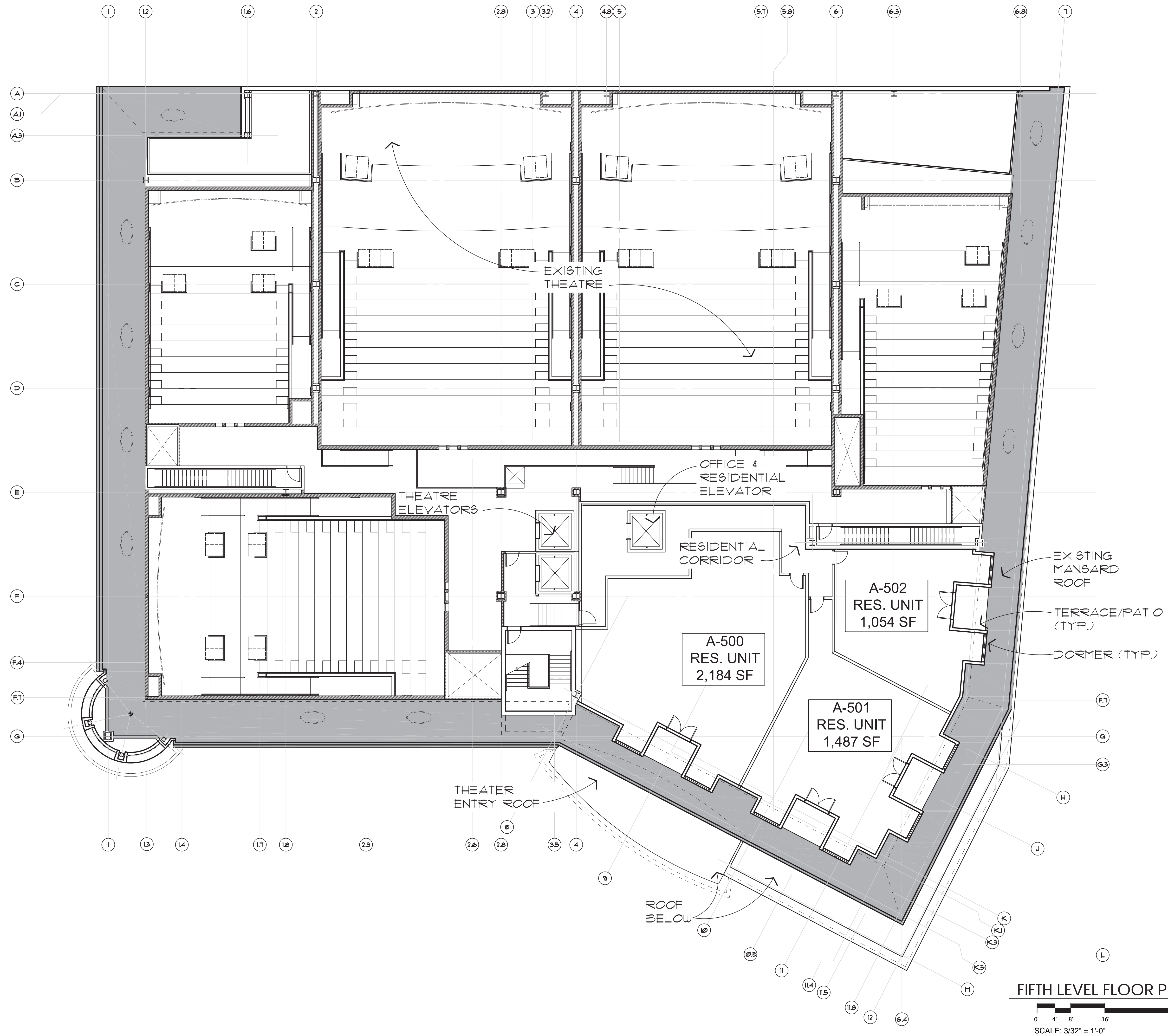


Subject:
**FOURTH LEVEL
FLOOR PLAN**

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jppra.com

Job No:
1787
Package Series
A.106
Sheet No.



Subject:
**FIFTH LEVEL
FLOOR PLAN**

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
www.jppra.com

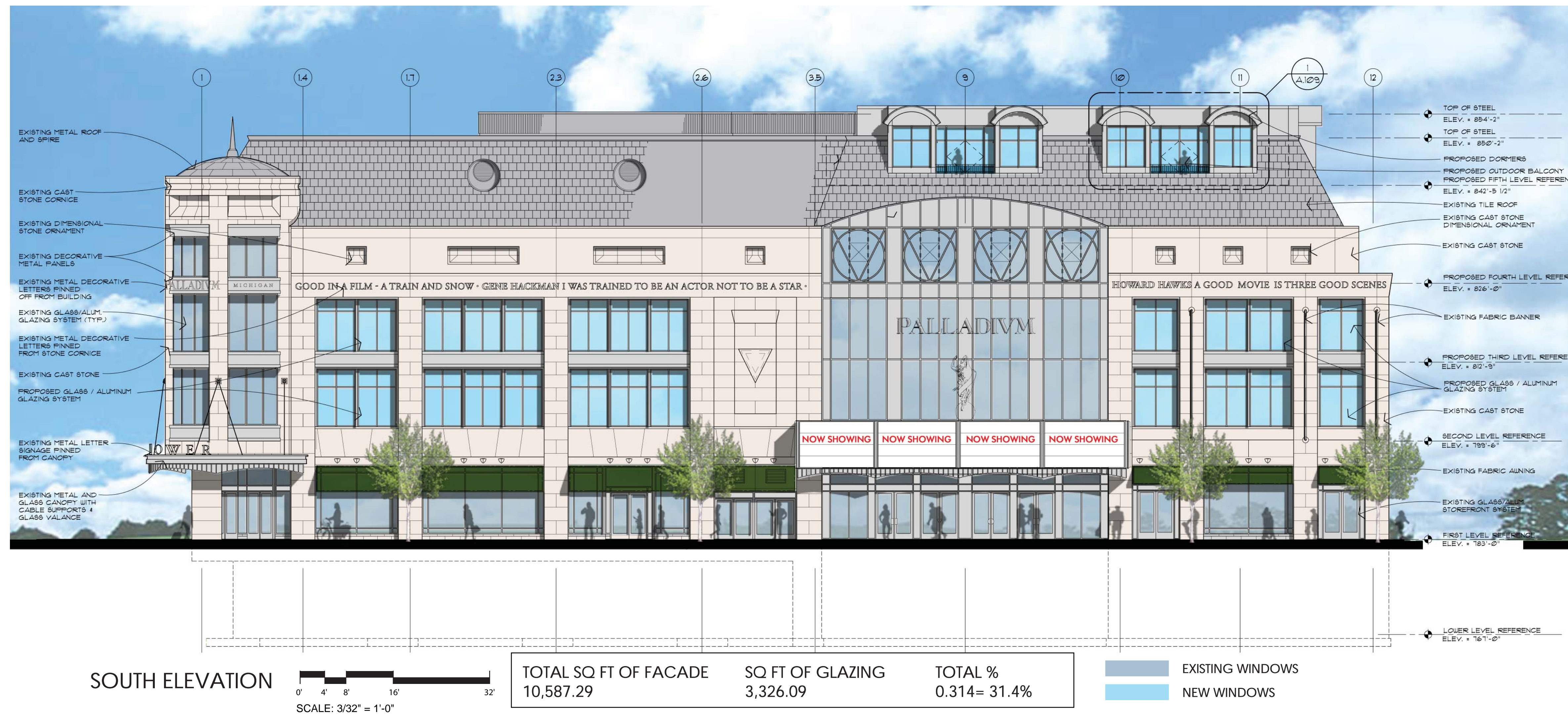
Job No:
1787
Package Series
A.107
Sheet No.

FIFTH LEVEL FLOOR PLAN
0' 4' 8' 16' 32'
SCALE: 3/32" = 1'-0"





EXISTING CONDITIONS PHOTOS



Subject:
ELEVATIONS

Project:
PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS
39300 West Twelve Mile Road, Suite 180
Farmington Hills MI 48331
phone 248.737.0160 fax 248.737.9161
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Job No:
1787
Package Series
A.108
Sheet No.



EAST ELEVATION

0' 4' 8' 16' 32'
SCALE: 3/32" = 1'-0"

TOTAL SQ FT OF FACADE	SQ FT OF GLAZING	TOTAL %
10,571.63	2,513.68	0.238 = 23.8%

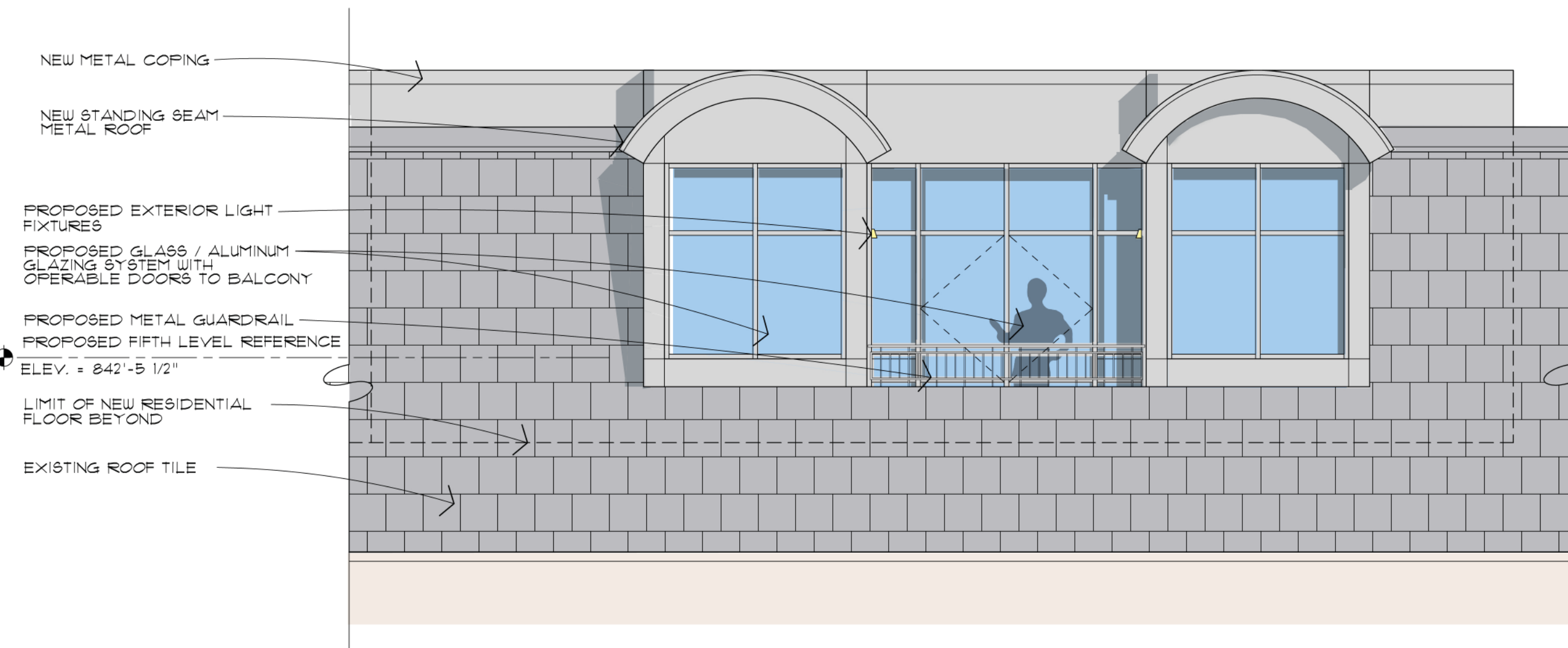
EXISTING WINDOWS
NEW WINDOWS

Downtown Birmingham Overlay District:
Article 03

A-3. D4 Zone (four or five stories)

E-1. Architectural Standards. At least 90% of the exterior finish material on all facades that face a street - limited to glass, brick, cut stone, coarsly textured stucco, or wood.

E-6. The Glazed area of a facade above the first floor shall not exceed 35% of the total area.



1

BALCONY DETAIL

0' 2' 4' 8'
SCALE: 1/4" = 1'-0"



CONCEPT PERSPECTIVES



EXISTING CONDITIONS PHOTOS



Subject:

ELEVATIONS

Project:

PALLADIUM
BIRMINGHAM MICHIGAN
A.F. JONNA
DEVELOPMENT & MANAGEMENT CO.

JPRA ARCHITECTS

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phone 248.737.0160 fax 248.737.9161
www.jp architects.com

Job No:

1787

Package Series

A.109

Sheet No.



STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MI 48067-0925
P. 248.546.6700
F. 248.546.8454
WWW.STUCKYVITALE.COM

Project :

PALLADIUM
BUILDING RENOVATION
NO. 250-270 N. OLD
WOODWARD AVENUE +
201 HAMILTON ROAD
BIRMINGHAM, MI 48009

Issued for :

BID PACK #1	10.24.14
BID PACK #2	11.07.14
BID PACK #3	11.21.14
BID PACK #5	03.06.15
BULLETIN #1	06.01.15



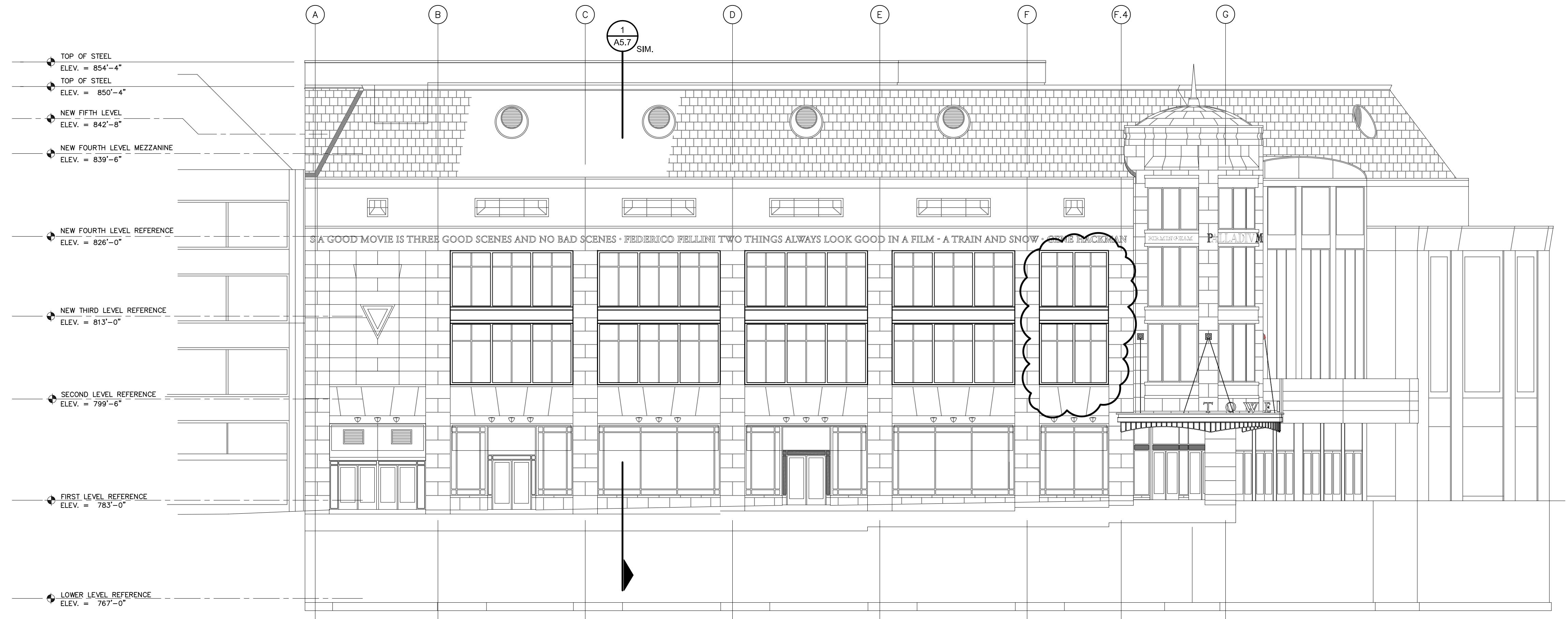
Drawn by :
KAW

Checked by :
JJR

Sheet Title :
EXTERIOR
ELEVATIONS

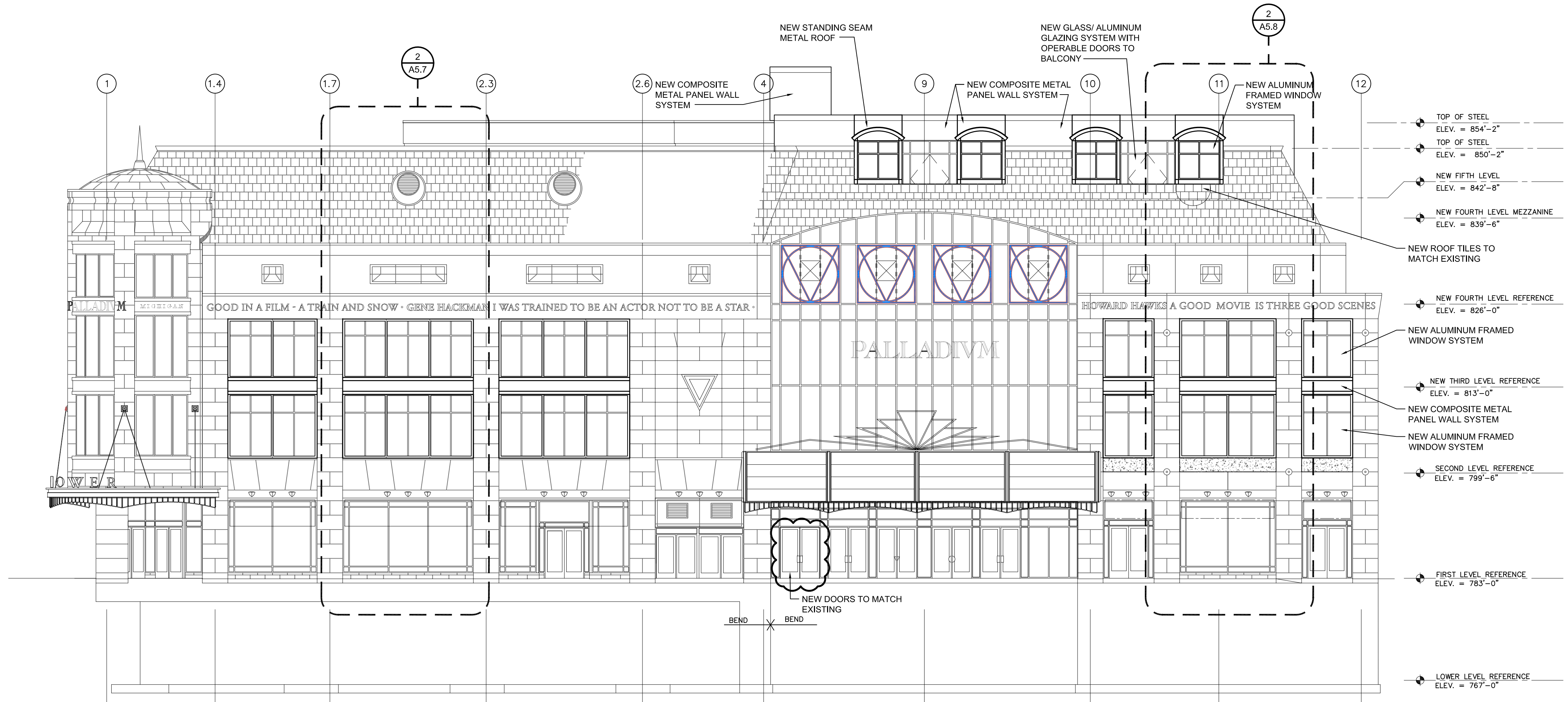
Project No. :
2014.080

Sheet No. :
A4.1



WEST ELEVATION

SCALE: 3/32" = 1'-0"



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"



STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MI 48067-0925
P. 248.546.6700
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Project :

PALLADIUM
BUILDING RENOVATION
NO. 250-270 N. OLD
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BIRMINGHAM, MI 48009

Issued for :

BID PACK #1	10.24.14
BID PACK #2	11.07.14
BID PACK #3	11.21.14
BID PACK #5	03.06.15
BULLETIN #4	07.24.15
REVISED	07.29.15
REVISED	08.12.15

Drawn by :
KAW

Checked by :
JJR

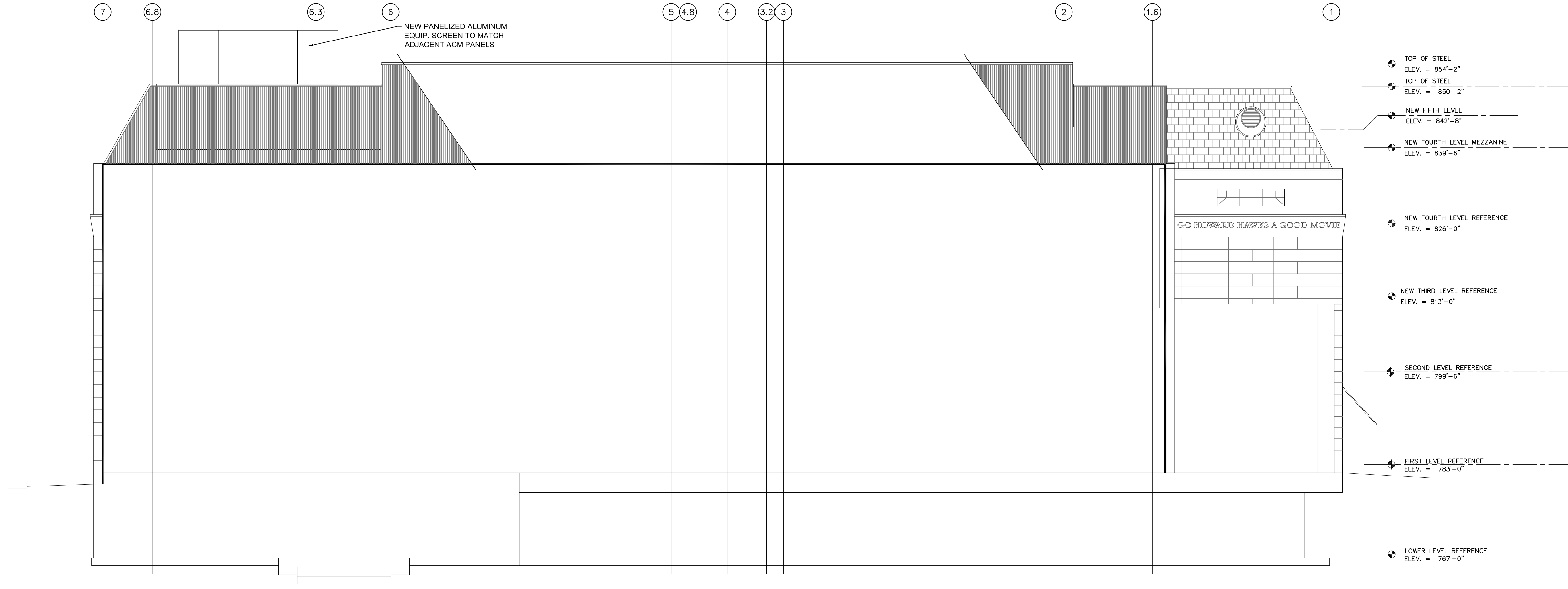
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EXTERIOR
ELEVATIONS

Project No. :

2014.080

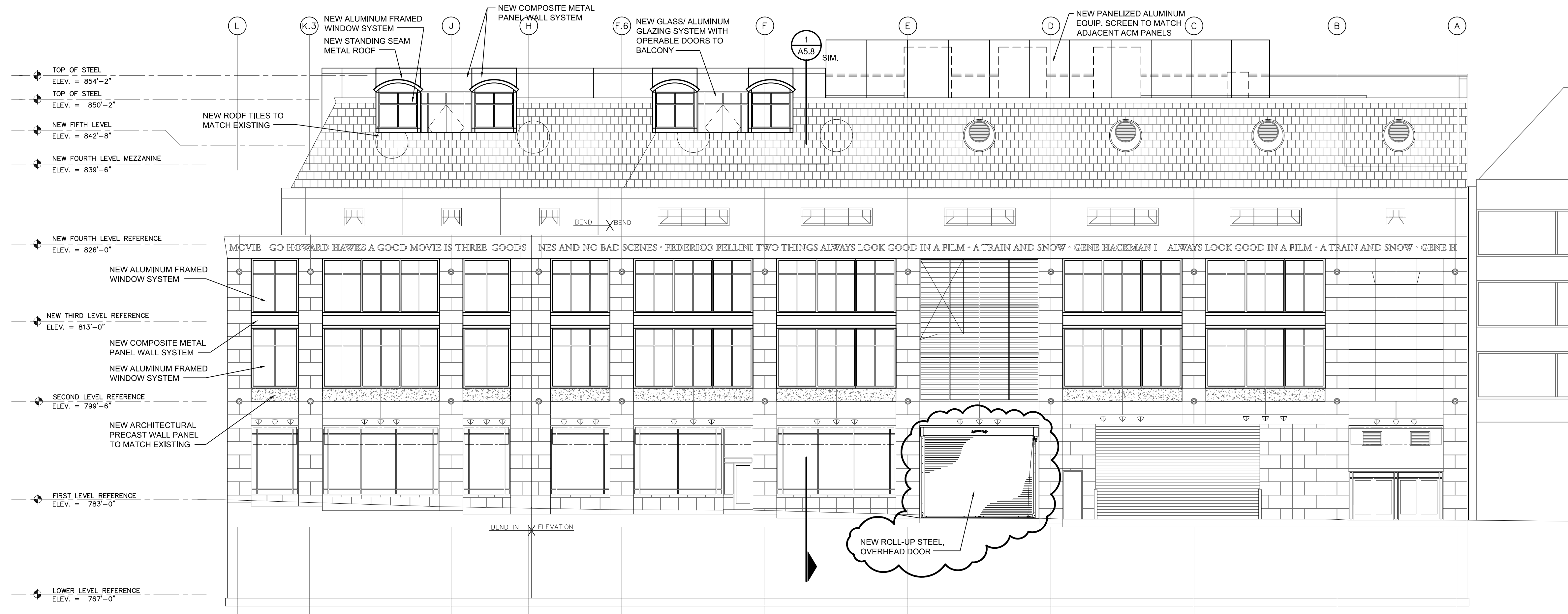
Sheet No. :

A4.2



NORTH ELEVATION

SCALE: 3/32" = 1'-0"



EAST ELEVATION

SCALE: 3/32" = 1'-0"



MEMORANDUM

Planning Division

DATE: August 23rd, 2021

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Set a Public Hearing for Amendments to Article 7, Sections 7.01 and 7.29 of Chapter 126, Zoning – Public Notice

INTRODUCTION:

Recently, several development projects have encountered issues with the placement of notice signs within the required 15-day public noticing period, which has prompted a request to review the City's current ordinances to gauge the potential for improvement in certain areas if deemed necessary.

BACKGROUND:

On July 14th, 2021, the Planning Board set a public hearing for August 11th, 2021 to review the proposed ordinance amendments to Article 7, Sections 7.01 and 7.29 of the Zoning Ordinance. During the review, the Planning Board discussed two minor changes to the ordinance regarding historic reviews and notice sign placement. Although not regulated by the ordinance, the Planning Board also discussed the design of the public notice signs.

On August 11th, 2021, the Planning Board recommended approval to the City Commission the ordinance amendments to Article 7, Sections 7.01 and 7.29 of the Zoning Ordinance to include more consistent notice sign requirements in all applicable sections.

LEGAL REVIEW:

The City Attorney has reviewed the documentation as to form and substance and has no objections.

FISCAL IMPACT:

The proposed amendments do not have any direct fiscal impacts to the City.

PUBLIC COMMUNICATIONS:

As required for proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the proposed amendments to the Zoning Ordinance in advance of the August 11th, 2021 Planning Board meeting. In addition, a survey of the public was conducted on Engage Birmingham to determine design/content preferences for public notice signs. A second legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on September 20, 2021.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing on September 20, 2021 to consider ordinance amendments to Article 7, Sections 7.01 and 7.29 of Chapter 126, Zoning to include more consistent notice sign information in all applicable sections. Additionally, the Planning Division will continue to work with the Planning Board to redesign the public notice signs to best fit the need.

ATTACHMENTS:

- Draft Ordinance language
- Planning Board Staff Reports
- Relevant Minutes

SUGGESTED COMMISSION ACTION:

To make a motion to adopt a resolution setting a public hearing for September 20, 2021 to consider the following amendments to Chapter 126, Zoning:

1. Article 7, Section 7.01 (General) to add general public notice requirements; and
2. Article 7, Section 7.29 (Site Plan Review: Hearing on Review; Notice) to remove and relocate public notice requirements.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 7, SECTION 7.01, GENERAL, TO ADD GENERAL PUBLIC NOTICE REQUIREMENTS

7.01 General

- A. Property Owners: Persons qualified to sign a petition on behalf of a business shall be those persons listed on the initial merchant's license issued by the City to the business or those persons who have paid or who are obligated to pay personal property taxes on behalf of the business, as set forth on the current assessment and tax rolls of the City Assessor. Where more than one person is thus identified as the owner of real property or doing business, all persons so identified shall be qualified to sign the petition. When one qualified person signs a petition on behalf of a business, the business shall be deemed to have approved the regulated use. When one qualified person signs a petition as owner of a parcel of real property, the parcel of real property shall be deemed to have approved the regulated use. In computing the required percentage of approvals, an owner of both a business and a parcel of real property shall be counted as 2 owners.

B. Public Notice

1. **The Planning Board, Design Review Board, or Historic District Commission shall give notice of the date of hearing of any land development application (Rezoning Amendments, Site Plan Review, Community Impact Study, Design Review, Special Land Use Permits, Lot Combinations and Divisions) to all persons to whom any real property adjacent to, abutting and directly across a street or alley from the premises described in the application shall be assessed on the tax rolls of the city. Such notice shall be delivered personally or by mail, a minimum of fifteen days prior to the hearing date and addressed to such persons at the address given in the last assessment roll. A notice sign shall also be posted in full view from a public right-of-way on the subject property. Notice signs will be provided by the City of Birmingham. It is the responsibility of the applicant to post the notice sign as required, to ensure that the notice sign remains posted during the entire notice period and to remove the notice sign the day after final the public hearing the notice sign was advertising. At the hearing, any persons may appear in person, by agent or by attorney. All such hearings shall be open to the public.**

ORDAINED this _____ day of _____, 2021 to become effective upon publication.

Pierre Boutros, Mayor

Alexandria Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 7, SECTION 7.29, SITE PLAN REVIEW: HEARING ON REVIEW; NOTICE, TO REMOVE PUBLIC NOTICE REQUIREMENTS

7.29 Site Plan Review: Hearing on Review; ~~Notice~~

- A. ~~The Planning Board, Design Review Board, or Historic District Commission shall give notice of the date of hearing of any application for final Site Plan Review to all persons to whom any real property adjacent to, abutting and directly across a street or alley from the premises described in the application shall be assessed on the tax rolls of the city. Such notice shall be delivered personally or by mail, a minimum of fifteen days prior to the hearing date and addressed to such persons at the address given in the last assessment roll. A notice sign shall also be posted in a conspicuous place on the subject property. Notice signs will be provided by the City of Birmingham. It is the responsibility of the applicant to post the notice sign as required, to ensure that the notice sign remains posted during the entire notice period and to remove the notice sign the day after the public hearing the notice sign was advertising. At the hearing, any persons may appear in person, by agent or by attorney. All such hearings shall be open to the public.~~
- B. **A .** Any applicant for Site Plan **or Design Review** approval or adjacent property owner aggrieved by a decision of the Planning Board ~~and~~, Design Review Board **or Historic District Commission (non-historic reviews only)** shall have the right to appeal the decision to the Board of Zoning Appeals in the same manner and subject to the same conditions as set forth for appeals in the Zoning Ordinance.

ORDAINED this _____ day of _____, 2021 to become effective upon publication.

Pierre Boutros, Mayor

Alexandria Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: August 11th, 2021

TO: Planning Board

FROM: Nicholas Dupuis, City Planner

SUBJECT: Public Notice Signs – Public Hearing

In 2018, City Staff was directed to redesign the City's public notice signs to include more information for the property it is representing. Several designs were created to encompass a varied range of information and sent to printing companies for quotes. Ultimately, a design involving a durable label was chosen to make the notice signs easily customizable to more clearly inform the public of the nature of the hearing. Formerly, public notice signs contained general information declaring that the property was subject to a land development hearing, and observers were directed to either call or follow a QR code for further information:



Recently, several development projects have encountered issues with the placement of notice signs within the required public noticing window, which has prompted a request to review the City's current ordinances to gauge the potential for improvement in certain areas if deemed necessary.

At present, the only mention of public notice sign requirements within the Zoning Ordinance is in Article 7, Section 7.29 (Site Plan Review: Hearing on Review; Notice) which states that:

“The Planning Board, Design Review Board, or Historic District Commission shall give notice of the date of hearing of any application for final Site Plan Review to all persons to whom any real property adjacent to, abutting and directly across a street or alley from the premises described in the application shall be assessed on the tax rolls of the city. Such notice shall be delivered personally or by mail, a minimum of fifteen days prior to the hearing date and addressed to such persons at the address given in the last assessment roll. A notice sign shall also be posted in a conspicuous place on the subject property. Notice signs will be provided by the City of Birmingham. It is the responsibility of the applicant to post the notice sign as required, to ensure that the notice sign remains posted during the entire notice period and to remove the notice sign the day after the public hearing the notice sign was advertising.”

Notably, the above language seems to suggest that the noticing rules may only apply to Final Site Plan reviews, which is not the case. Furthermore, this language is not provided in any other sections in Article 7 such as Design Review, Special Land Uses, or Rezoning Amendments, which all require public notice signage. Language can be found, however, on the Notice Sign Rental form that comes with each Planning Division application that is subject to a board/commission review.

On July 14th, 2021, the Planning Board set a public hearing for August 11th, 2021 to review the proposed ordinance amendments to Article 7, Sections 7.01 and 7.29 of the Zoning Ordinance. During the review, the Planning Board discussed two minor changes to the ordinance regarding historic reviews and notice sign placement. Although not regulated by the ordinance, the Planning Board also discussed the design of the public notice signs and indicated that they would like to understand what the public might prefer in terms of content and detail. An Engage Birmingham survey was created, the results of which are attached to this report. In summary, residents appear to prefer more detail on public notice signs.

At this time, the Planning Division suggests ordinance amendments to Article 7, Sections 7.01 and 7.29 of the Zoning Ordinance to include more consistent notice sign information in all applicable sections. Please see the attached zoning ordinance amendment proposals in regards to public notice signs.

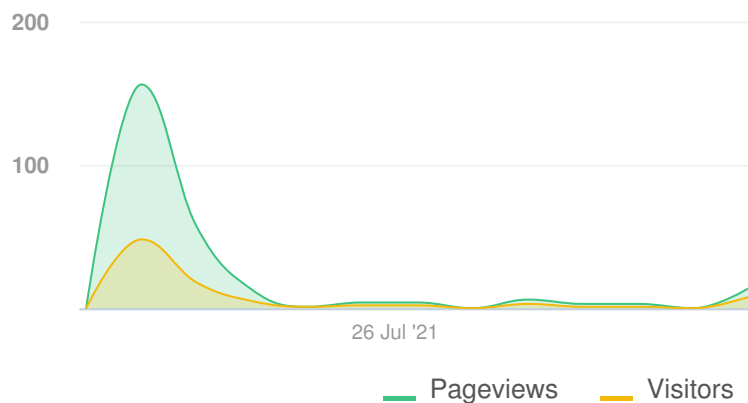
Project Report

03 July 2021 - 01 August 2021

Engage Birmingham Public Notice Sign Update



Visitors Summary

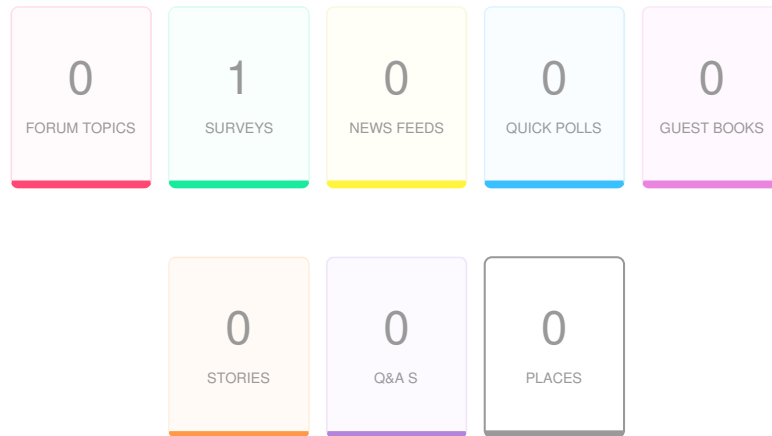


Highlights

TOTAL VISITS	MAX VISITORS PER DAY	
91	48	
NEW REGISTRATIONS		
0		
ENGAGED VISITORS	INFORMED VISITORS	AWARE VISITORS
55	71	88

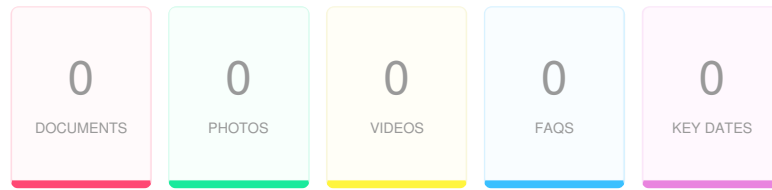
Aware Participants	88	Engaged Participants	55		
Aware Actions Performed	Participants	Engaged Actions Performed	Registered	Unverified	Anonymous
Visited a Project or Tool Page	88				
Informed Participants	71	Contributed on Forums	0	0	0
Informed Actions Performed	Participants	Participated in Surveys	55	0	0
Viewed a video	0	Contributed to Newsfeeds	0	0	0
Viewed a photo	0	Participated in Quick Polls	0	0	0
Downloaded a document	0	Posted on Guestbooks	0	0	0
Visited the Key Dates page	1	Contributed to Stories	0	0	0
Visited an FAQ list Page	0	Asked Questions	0	0	0
Visited Instagram Page	0	Placed Pins on Places	0	0	0
Visited Multiple Project Pages	16	Contributed to Ideas	0	0	0
Contributed to a tool (engaged)	55				

ENGAGEMENT TOOLS SUMMARY



Tool Type	Engagement Tool Name	Tool Status	Visitors	Contributors		
				Registered	Unverified	Anonymous
Survey Tool	Public Notice Signs	Published	71	55	0	0

INFORMATION WIDGET SUMMARY



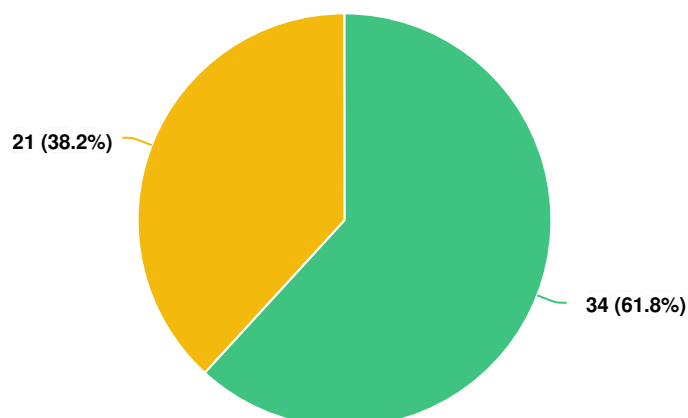
Widget Type	Engagement Tool Name	Visitors	Views/Downloads
Key Dates	Key Date	1	1

ENGAGEMENT TOOL: SURVEY TOOL

Public Notice Signs

Visitors	71	Contributors	55	CONTRIBUTIONS	55
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Have you used one of our public notice signs to find out more information about a project?



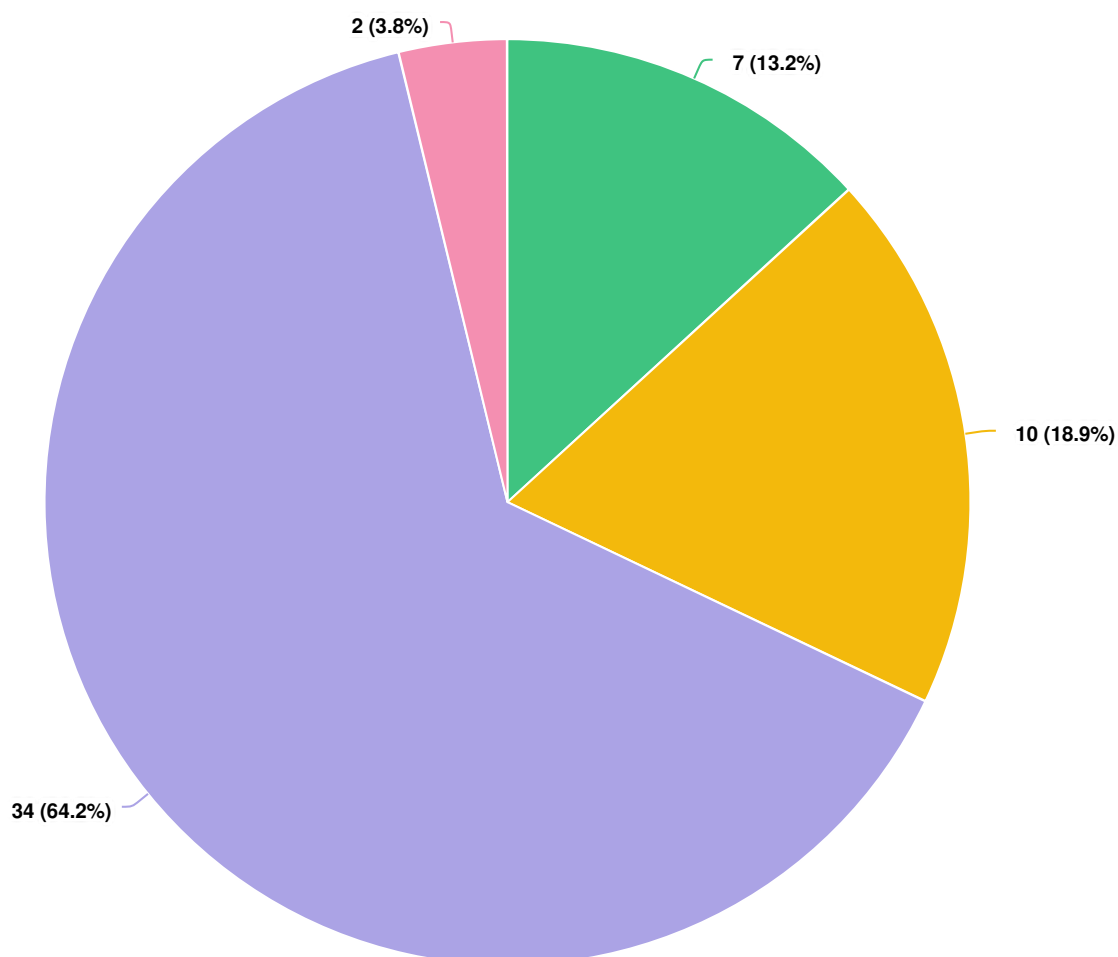
Question options

☒ Yes ☐ No

Optional question (55 response(s), 0 skipped)

Question type: Radio Button Question

Which of the following statements best fits your opinion of what a public notice sign should be?



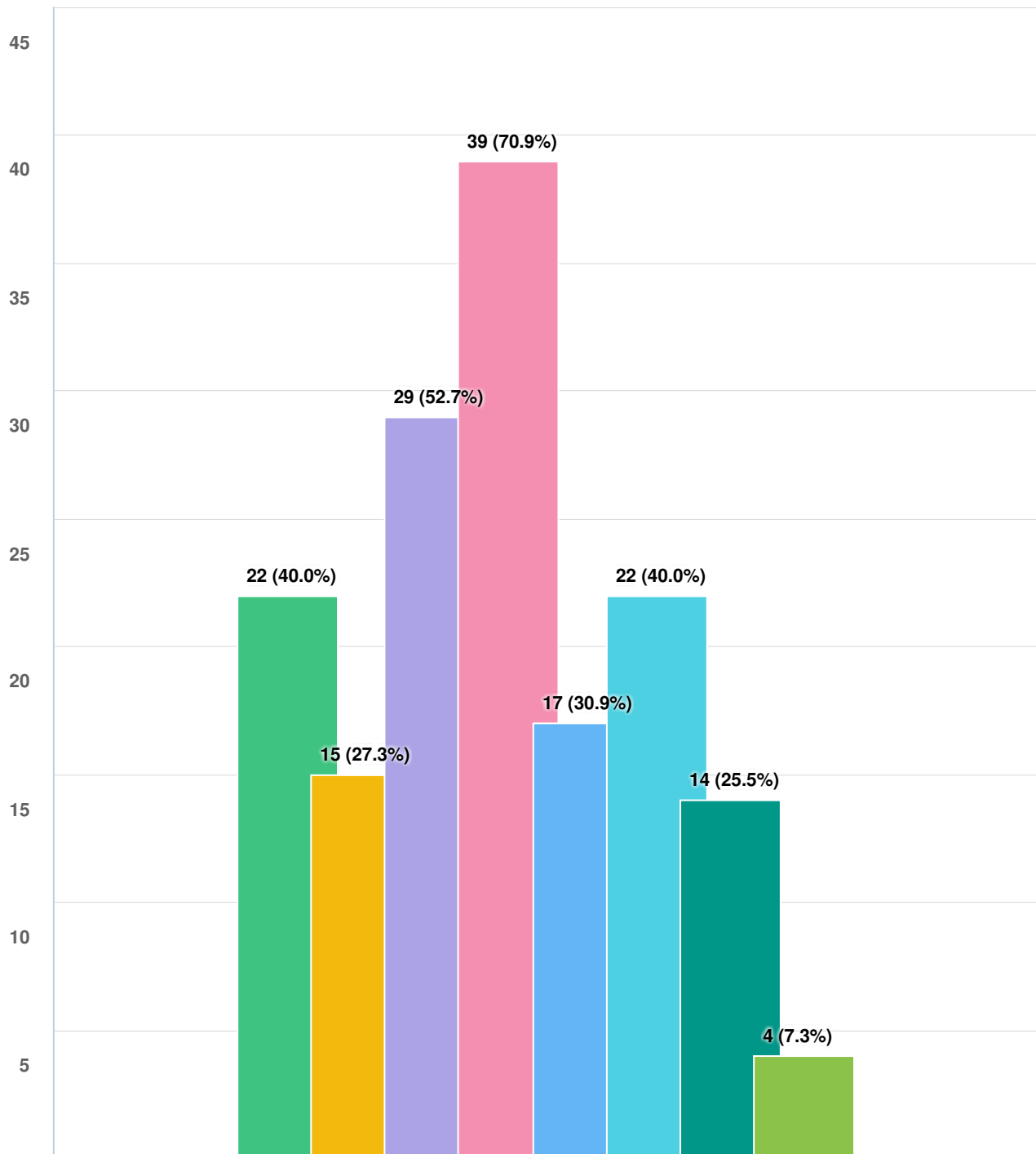
Question options

- Notice signs should be simple and general with contact information available for further details on the project.
- Notice signs should be detailed so that I do not have to call or email and find out what is going on at a site.
- Notice signs should have just enough detail for me to understand what is proposed, but not too much that I cannot read it.
- Other (please describe)

Optional question (53 response(s), 2 skipped)

Question type: Radio Button Question

What information do you look for on a public notice sign? (Select all that apply)



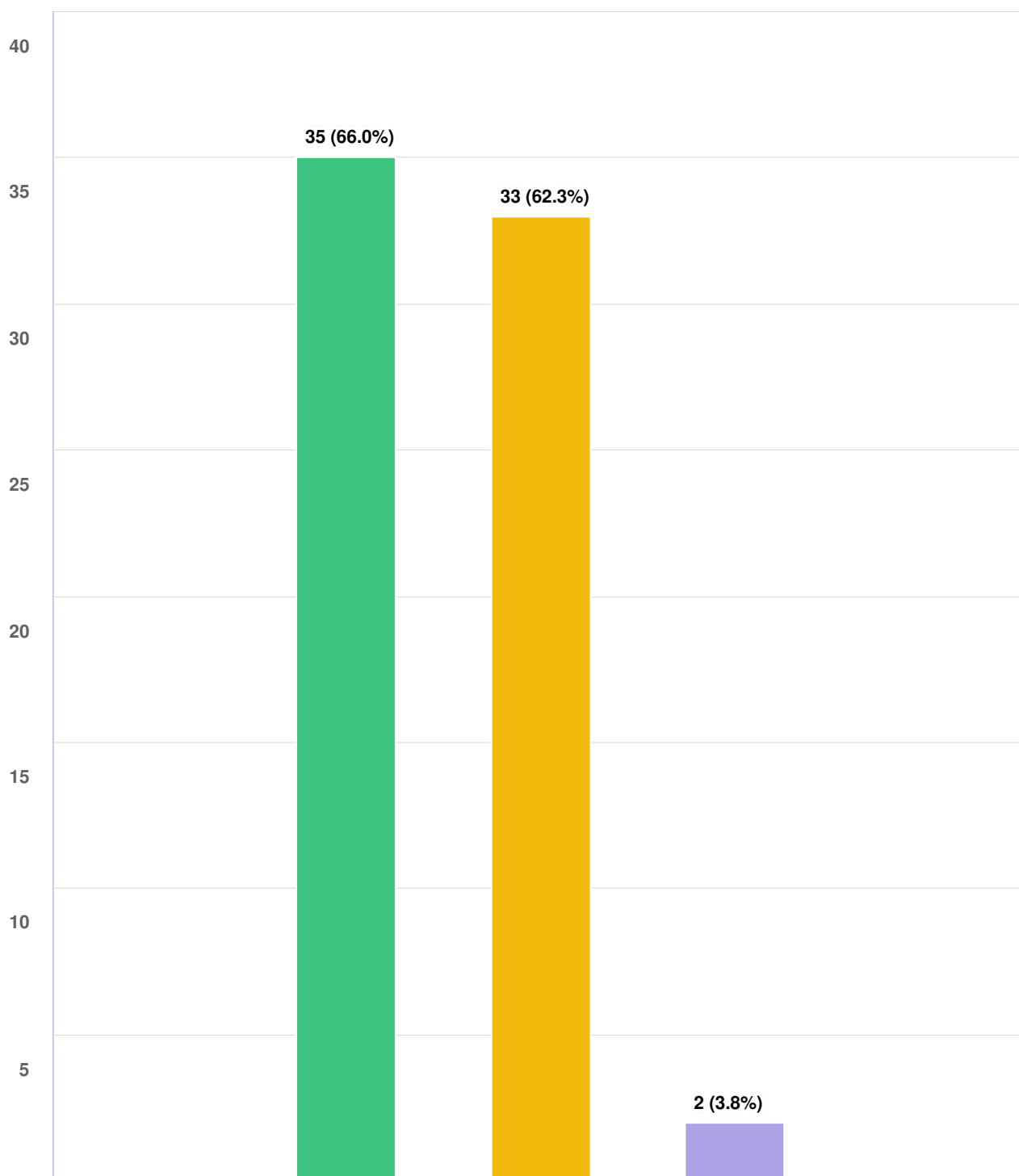
Question options

- Contact Phone Number
 ● Contact Email
 ● Website
 ● Project Information
 ● Meeting Information
- Type of Application
 ● All of the Above
 ● Other (please describe)

Optional question (55 response(s), 0 skipped)

Question type: Checkbox Question

Which of the following tools would you find helpful on a public notice sign?



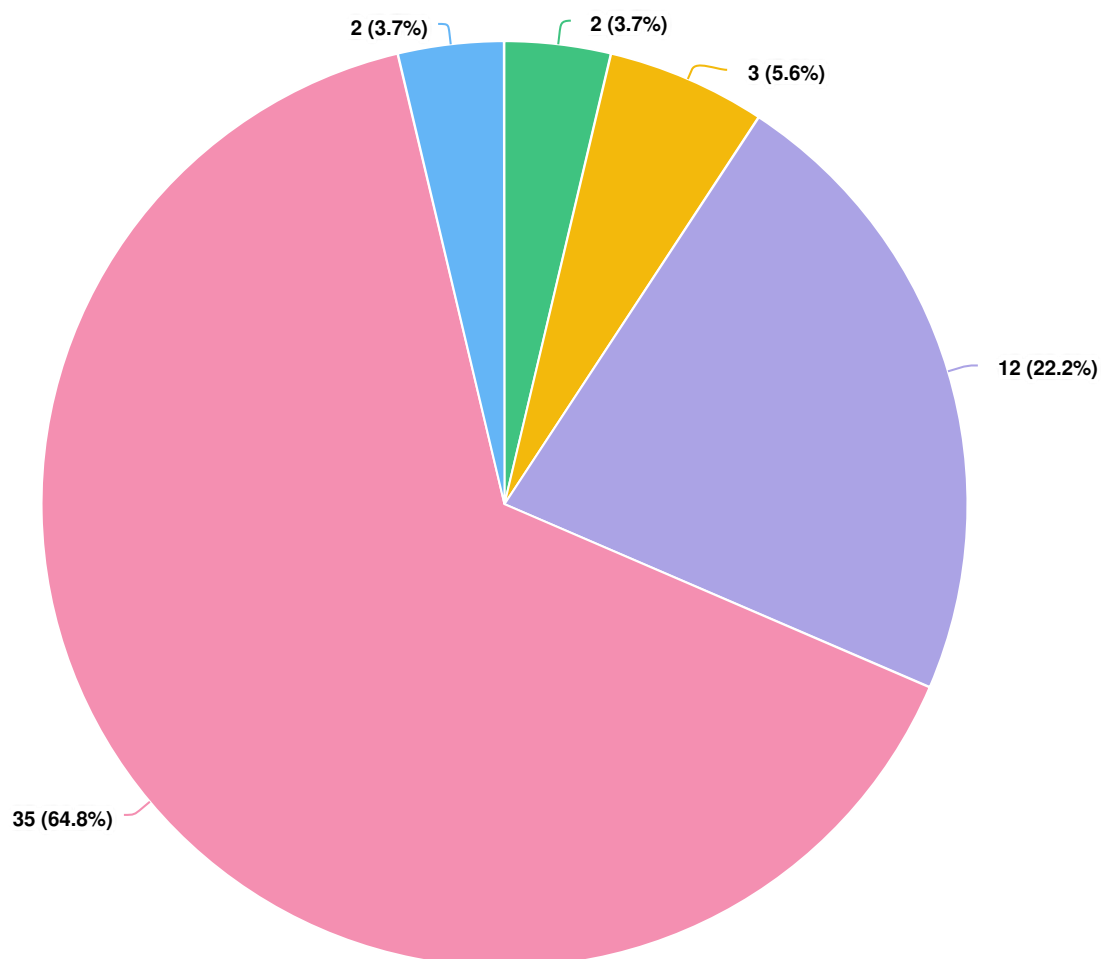
Question options

☒ Website URL ☒ QR Code ☐ Other (please describe)

Optional question (53 response(s), 2 skipped)

Question type: Checkbox Question

Which of the following signs do you think is the most appropriate?



Question options

- Very general sign concept
- Fairly general sign concept
- Detailed sign concept
- Highly Detailed sign concept
- None of the Above (please describe why)

Optional question (54 response(s), 1 skipped)

Question type: Radio Button Question

Seconded by Mr. Jeffares to approve the Design Review application for 135 Pierce – Planthropie – with the following conditions: 1. The Planning Board approves the polypropylene dining chairs as a material of comparable quality; and 2. The applicant receives a favorable recommendation from the Advisory Parking Committee in regards to the parking and traffic conditions surrounding the subject site.

Mr. Jeffares said it would be positive to have this establishment activating the street from midday to early evening every day since many bistros only activate the street during the evenings five days a week.

Mr. Koseck said Mr. Jeffares’ comments changed his vote.

Motion failed-passed, 6-1.

VOICE VOTE

Yeas: Boyle, Ramin, Koseck, Jeffares, Williams, Emerine

Nays: Clein

07-095-21

F. Study Session

1. Public Notice Signs

CP Dupuis reviewed the topic.

The Board discussed the item.

PD Ecker stated that the previously used general public notice signs worked well and did not generate a surplus of calls to the Planning Department.

Mr. Jeffares advocated for more detailed public notice signs on which information could be written. He said more general signs make it easier for developers than it does for residents, and said the priority should be maintaining transparency for residents.

Chair Clein noted that Mr. Jeffares’ recommendation does not resolve the issue of the wrong public notice signs being inadvertently posted by the developer, which is how this issue came to the Board. He recommended that the ordinance language be advanced since it does not prescribe the sign’s design, and that Staff, the City Manager, and the Commission consider the various factors relevant to designing the signs. He said Mr. Jeffares’ concerns were valid.

Mr. Jeffares also advocated for the noticing requirements to be reduced from 15 days to 13 days since Planning Board meetings are 14 days apart. He suggested that would alleviate a number of the noticing issues the City runs into.

Mr. Williams said he was in favor of more general public notice signs. Mr. Boyle concurred, and said that the City website and phone number should be sufficient for members of the public seeking information.

It was discussed that the ordinance should require the signs to be “visible from a public right-of-way” to clarify where the signs should be located.

Mr. Koseck recommended getting rid of the tree and boulevard graphics on the signs.

Staff said they would update the recommended language for Article 7, Section 7.29 to clarify that this ordinance only applies to Historic District Commission reviews of non-historic buildings in historic districts.

Motion by Mr. Williams

Seconded by Mr. Boyle to schedule a public hearing for the amendment of Article 7, Section 7.29 and Article 7, Section 7.01(b), to August 11, 2021 with changes as noted.

Mr. Jeffares said that while he respected his colleagues’ perspectives he would be voting no on principle.

Motion carried, 6-1.

VOICE VOTE

Yeas: Boyle, Ramin, Koseck, Clein, Williams, Emerine

Nays: Jeffares

CP Dupuis said this would be an excellent Engage Birmingham topic to explore how much detail residents wants to see on the signs.

2. Outdoor Dining

CP Dupuis presented the item.

Mr. Boyle noted that many examples of the outdoor dining he was seeing occur on private property, and that Birmingham is considering how to deal with outdoor dining on public property. He noted there are key differences in those considerations. He stated that when outdoor dining occurs on public property in Europe it often is on very wide sidewalks or in squares adjacent to the cafes.

Mr. Jeffares noted that Birmingham’s sidewalks keep getting wider. He said outdoor dining in Europe would not be a perfect match to Birmingham but that there would still be things to learn from those examples.

Chair Clein told CP Dupuis that he appreciated the high level start to the discussion.

Board members listed aspects of outdoor dining that would need discussion and/or further research in order to make ordinance recommendations. Those aspects included whether there should be a year-round set of standards, or two sets of standards for the warmer and colder months; how pop-ups and social districts might be related; what national downtown associations are discussing and recommending for outdoor dining; how winter resort towns like Aspen or Vail

MEMORANDUM

DATE: August 23, 2021

TO: Thomas M. Markus, City Manager and City Commission

FROM: Mary M. Kucharek

SUBJECT: Interlocal Agreement and MIDC/48th District Court

INTRODUCTION:

- The seven (7) control units of the 48th District Court should enter into an agreement articulating the role of Lead Community, its obligations, and its protections.

BACKGROUND:

- In March of 2021 the control units, which consist of the seven (7) municipalities, for the 48th District Court were notified by the State of Michigan that the Michigan Indigent Defense Program could no longer be administered by the 48th District Court in order to comply with the conflict of interest standard for indigent defense. In order to maintain funding for the program, one of the control units for the 48th District Court would have to serve as the administrator for the program. After much discussion with the other control units, Tom Markus, City Manager agreed to be the administrator of the program for the next grant year, which is October 1, 2021 through September 30, 2022. After this year, the City of Birmingham may continue to administer the program or transfer responsibility to another control unit. The MIDC requires that the City of Birmingham creates a separate fund in its chart of accounts for the purpose of recording all transactions related to the program and to sign the Grant Agreement, which occurred at the last Commission meeting.

LEGAL REVIEW:

- The City Attorney has created the Interlocal Agreement and has been in communication with all of the other control units which intend within the next three (3) weeks to approve this Interlocal Agreement. It is recommended that the City Commission approve this Interlocal Agreement in order for the City of Birmingham to receive the state funds from the MIDC program.

FISCAL IMPACT:

- The State has approved a total grant budget of \$532,550 for the program consisting of \$515,257 from the State of Michigan and \$17,243 from the control units of the 48th District

Court. The determination of how the \$17,243 will be split between the control units will be determined at a later time.

SUMMARY:

- The City of Birmingham, in order to agree to be the lead community, believes it is necessary for all units to enter into an Interlocal Agreement which states all of the intentions and obligations of the City of Birmingham, and more importantly, protections to the City of Birmingham for its agreement to become the lead community.

SUGGESTED COMMISSION ACTION:

- To make a motion to adopt a Resolution approving the Interlocal Agreement between the seven (7) control units of the 48th District Court in order to receive the grant and local share funding from the State of Michigan as demanded by the MIDC and authorizing the City of Birmingham as the lead community to receive and administer all monies on behalf of the 48th District Court MIDC program, and authorizing the City Manager, Thomas M. Markus, to sign on behalf of the City.

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF BIRMINGHAM, THE CITY OF BLOOMFIELD HILLS, THE CHARTER TOWNSHIP OF BLOOMFIELD, THE CHARTER TOWNSHIP OF WEST BLOOMFIELD, THE CITY OF ORCHARD LAKE VILLAGE, THE CITY OF SYLVAN LAKE, AND THE CITY OF KEEGO HARBOR

This Interlocal Agreement is entered into this _____ day of _____, 2021 by and between the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor.

RECITALS

WHEREAS, the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor are the seven District Control Units for the 48th District Court ("District Control Units"); and

WHEREAS, the State of Michigan has enacted the MICHIGAN INDIGENT DEFENSE COMMISSION ACT of 2013, Public Act 93 of 2013, MCL 780.981 *et seq.*, to create the Michigan Indigent Defense Commission (MIDC) to provide indigent defendants in criminal cases with effective assistance of counsel, to provide standards for the appointment of legal counsel and to provide for and limit certain causes of action, and to provide for certain appropriations and grants to fund the activities under the Act; and

WHEREAS, for the last several years the 48th District Court has administered the MIDC Indigent Counsel Program at the 48th District Court, which program assigns attorneys (public defenders) for those persons appearing at the Court that cannot afford to retain their own attorneys; and

WHEREAS, on October 29, 2020, the Michigan Department of Licensing and Regulatory Affairs (LARA) approved MIDC Standard Five, which mandated that the selection of criminal defense attorneys and the payment for their services shall not be made by the judiciary or employees reporting to the judiciary. Similarly, Standard Five requires that the selection and approval of, and payment for, other expenses necessary for providing effective assistance of defense counsel shall not be made by the judiciary or employees reporting to the judiciary. Standard Five limits the court's role to: informing defendants of right to counsel; making a determination of indigency and entitlement to appointment; and, if deemed eligible for counsel and absent a valid waiver, referring the defendant to the appropriate agency for assignment of a defense attorney; and

WHEREAS, the primary impact of MIDC Standard Five is that the 48th District Court can no longer operate and manage the Indigent Counsel Program and that instead, one or more of the District Control Units of the 48th District Court must become the Lead Community ("Lead Community") and take over and perform certain tasks pertaining to the Indigent Counsel Program at the 48th District Court, with

said Lead Community to perform said tasks beginning on October 1, 2021 for the State's 2022 fiscal year; and

WHEREAS, the Indigent Counsel Program is administered with the assistance of an independent contractor, known as a Managed Assigned Counsel Coordinator (MACC) who performs the majority of tasks associated with the operation of the Indigent Counsel Program; and

WHEREAS, to date and through September 30, 2022 (end of the State's 2022 fiscal year for the Indigent Counsel Program) the cost of the 48th District Court's Indigent Counsel Program will be funded primarily through a grant from the State coordinated through the Michigan Indigent Defense Commission (MIDC); and

WHEREAS, for the 2022 fiscal year (October 1, 2021 through September 30, 2022) the total budget approved by the MIDC for the operation of the 48th District Court's Indigent Counsel Program is \$532,550.04, with the State grant to the 48th District Court to run and administer the Indigent Counsel Program, including paying for the services of the MACC being approximately \$515,257.40, with the local share contribution of \$17,292.64; and

WHEREAS, if no one agrees to be the "lead community," there has been a threat of litigation and the possibility of losing this year's funding of the \$532,550.04 from the State to the District Control Units; and

WHEREAS, many of the jurisdictions disagree with this action by the MIDC and, in fact, believe there remains a potential conflict for the seven jurisdictions because the jurisdictions are essentially paying for and administering payments to adverse counsel which is contrary to the purported intent of this program; and

WHEREAS, beginning with the State's 2022 fiscal year, the Lead Community's primary responsibilities with respect to the Indigent Counsel Program at the 48th District Court would be to set up a bank account in which the State grant money for the Indigent Counsel Program would be deposited and to issue checks to pay the public defenders and other vendors associated with the Indigent Counsel Program; and

WHEREAS, in order to maintain the State grant necessary to pay for most of the Indigent Counsel Program at the 48th District Court for the 2022 fiscal year, it is necessary for a Lead Community to be selected from the seven District Control Units and the Lead Community, with assistance from the MACC, must file with the State no later than April 27, 2022 a Compliance Plan (showing how the 48th District Court's Indigent Counsel Program will comply with the MIDC standards) and a Cost Analysis/Grant Request (requesting the State grant to pay for most of the Indigent Counsel Program) which Compliance Plan and Cost Analysis Grant Request will be prepared by the MACC, but must be signed and submitted by the designated Lead Community; and

WHEREAS, the City of Birmingham has offered to be the Lead Community, for at least the 2022 State fiscal year, subject to all seven of the District Control Units entering into this Interlocal Agreement to provide certain protections to the City of Birmingham in its role as Lead Community acting on behalf of the District Control Units.

AGREEMENT

NOW, THEREFORE, based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

1. That the seven District Control Units enter into this Interlocal Agreement pursuant to the authority granted to them by the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of complying with the Michigan Indigent Defense Commission Act of 2013, 2013 Public Act 93, MCL 780.981 *et seq.*

2. That the City of Birmingham will, for the State's 2022 fiscal year, October 1, 2021 through September 30, 2022, for the purpose of the 48th District Court's Indigent Counsel Program, act as the Lead Community on behalf of the seven District Control Units of, the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor.

3. That the Lead Community, as part of an approved plan, and on behalf of the seven District Control Units shall engage and contract for the services of a Managed Assigned Counsel Coordinator (MACC) to oversee and manage the 48th District Court's criminal defense program and criminal defense attorneys. The MACC will perform its duties at the direction and under the supervision of the Lead Community.

4. The parties agree and acknowledge that the MIDC has approved the 48th District Court Indigent Counsel Program Compliance Plan and Grant Request for the 2022 fiscal year (October 1, 2021 through September 30, 2022) in the total amount of \$532,550.04 with \$515,257.40 to be paid by the State and a local share contribution of \$17,292.64.

5. The parties agree that the local share contribution of \$17,292.64 shall be paid in its entirety by the seven District Control Units based on the prorated use of their respective use of defense attorneys to that particular District Control Unit.

6. The Lead Community agrees, that beginning with the State's 2022 fiscal year, to open, manage and monitor a separate bank account into which the State grant money for running the Indigent Counsel Program at the 48th District Court will be deposited and the City of Birmingham shall issue checks to the public defenders and other vendors associated with the program as appropriate, with proper verification and proof for said payments being provided to the City of Birmingham by the MACC and upon the expiration of the MACC's current contract with the 48th District Court, the City of Birmingham as Lead Community for the Seven Units will enter into a new agreement with the MACC.

7. The Lead Community agrees to sign and submit, with the assistance of the MACC, the Compliance Plan and Cost Analysis Grant Request for the 2023 fiscal year (October 1, 2022 through September 30, 2023) with the State/MIDC no later than April 27, 2022 and as Lead Community on behalf of the seven District Control Units.

8. The seven District Control Units agree that if the total grant and local share contribution amount of \$532,550.04 fails to provide sufficient funding to cover the actual costs of the 48th District Court Indigent Counsel Program, that any shortage shall be borne by each of the seven District Units based on the prorated use of defense attorneys to that particular District Control Unit.

9. It is further agreed the City of Birmingham and all of its officers, officials and employees will be held harmless and indemnified by all other six District Control Units, with respect to all claims, losses, damages, causes of action, judgments, costs and expenses, including reasonable attorney fees, whether or not the same are now known, liquidated, discovered, discoverable or justifiable, which may be asserted, brought or rendered against, incurred or suffered by, and/or imposed upon, the City of Birmingham and/or its officers, officials, and employees, by reason of arising out of the exercise of the rights as the lead community as stated above, except in cases solely caused by The City of Birmingham's willful misconduct or gross negligence.

10. Except as provided in paragraph 9 above, each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

11. Each of the Seven Units being a public entity is immune from liability under the Governmental Liability for Negligence Act, MCL 691.1401 et seq., and nothing herein shall abrogate or impair the immunity granted thereby. All activities performed under this Agreement are hereby deemed to be governmental functions. None of the Seven Units shall be liable for the death of, or injury to, persons, or for damage to property; nor shall their officials and employees, except in cases solely caused by their willful misconduct or gross negligence, be liable for the death of, or injury to, persons, or for damage to property.

12. Each of the District Control Units agree to reimburse the City of Birmingham for all reasonable costs in fulfilling the requirements as serving as the Lead Community to the extent said costs are not paid for by the State of Michigan/MDIC. The time requirement will be calculated and distributed to all District Control Units, including the City of Birmingham in equal portions. The cost shall include all reasonable costs incurred by the Lead Community, including but not limited to, time, staff, auditing costs and material costs, etc.

13. This Interlocal Agreement may be executed in counterparts which, when combined, shall constitute a legal binding document.

14. This Interlocal Agreement shall be considered a separate and independent document of which it shall supersede any and all other Agreements, either oral or written between the parties. This Interlocal Agreement sets forth the entire Agreement between the Parties, as to the Indigent Counsel Program at the 48th District Court. The language of this Interlocal Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any party.

15. All parties to this Interlocal Agreement acknowledge that no representation, inducements, promises or other agreements orally or otherwise have been made by any party hereto or by any action on behalf of any party hereto, which are not included herein, and that no other agreement, statement or promise not contained within this Agreement shall be valid or binding. Any alteration or modification of this Agreement shall be effective only when done so in writing, signed and dated by all parties.

16. In the event that any provision, clause, sentence, section or other part of this Interlocal Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement will nevertheless remain in full force and effect so long as the Purpose of the Agreement is not affected in any manner adverse to either party.

17. If any party fails to enforce any provisions contained within this Interlocal Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

18. This Interlocal Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Interlocal Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

CITY OF BIRMINGHAM

By: _____
Thomas M. Markus
Its: City Manager

Date: _____

CITY OF BLOOMFIELD HILLS

By: _____
David Hendrickson
Its: City Manager

Date: _____

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: _____
Deborah Binder
Its: Township Clerk

Date: _____

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: _____
Steven Kaplan
Its: Supervisor

Date: _____

CITY OF ORCHARD LAKE VILLAGE

By: _____
Gerry McCallum
Its: Director of City Services

Date: _____

CITY OF SYLVAN LAKE

By: _____
John Martin
Its: City Manager

Date: _____

CITY OF KEEGO HARBOR

By: _____

Tammy Neeb
Its: City Manager

Date: _____

CHARTER TOWNSHIP OF BLOOMFIELD

By: _____

Dani Walsh
Its: Supervisor

Date: _____

O:\Birmingham\CONTRACTS & REAL ESTATE\Contracts\48th DISTRICT COURT\MIDC\INTERLOCAL AGREEMENT MIDC 48TH\4 - (MMK)- CLEAN 2021.08.16 48th DC MIDC Interlocal Agreement.docx

MEMORANDUM

DATE: August 23, 2021

TO: Thomas M. Markus, City Manager and City Commission

FROM: Mary M. Kucharek

SUBJECT: Agreement for Managed Assigned Counsel Coordinator (MACC)

INTRODUCTION:

- It is necessary for the City to engage in an Agreement for the performance of the Managed Assigned Counsel Coordinator (MACC) under the Michigan Indigent Commission in order for the MACC to perform its legal obligations to ensure the indigent receives defense at the 48th District Court.

BACKGROUND:

- As you are aware, the State of Michigan has enacted the Michigan Indigent Defense Commission which provides state grant money to pay for an Indigent Counsel Defense program at the 48th District Court. The City of Birmingham has agreed to be the "lead community" for the 2022 fiscal year. As part of the program, a person is selected as the Managed Assigned Counsel Coordinator (MACC) in order to perform certain duties. The Agreement entails all of the responsibilities, duties and scope of work that the MACC must perform in order to provide the criminal defense program with competent criminal defense attorneys.

LEGAL REVIEW:

- The Agreement for the MACC has been drafted by the lawyers of Beier Howlett and approved by the MACC.

FISCAL IMPACT:

- The MACC is compensated \$90,000 annually for performance of their responsibilities by and through the State of Michigan.

SUMMARY:

- The City Commission and City Manager are being asked to approve the Agreement for the MACC for the 2022 fiscal year. The term of the Agreement shall commence October 1, 2021 and end September 30, 2022, but it is renewable in writing on a year by year basis for up to four (4) additional years. The lead community each year will be responsible to assure that the MACC performs its duties and enters into an Agreement.

ATTACHMENTS:

- Agreement for Managed Assigned Counsel Coordinator (MACC) Under the Michigan Indigent Defense Commission (MIDC) between the City of Birmingham as the Lead Community for the District Control Units of the 48th District Court and Stephanie Ann Achenbach.

SUGGESTED COMMISSION ACTION:

- To make a motion to adopt a Resolution approving the Agreement for the Managed Assigned Counsel Coordinator (MACC) Under the Michigan Indigent Defense Commission (MIDC) between the City of Birmingham as the Lead Community for the District Control Units of the 48th District Court and Stephanie Ann Achenbach for the period of time from October 1, 2021 through September 30, 2022 and, to authorize the City Manager to sign on behalf of the City.

AGREEMENT FOR MANAGED ASSIGNED COUNSEL COORDINATOR (MACC)
UNDER THE MICHIGAN INDIGENT DEFENSE COMMISSION ACT (MIDC)

BETWEEN

THE CITY OF BIRMINGHAM AS THE "LEAD COMMUNITY" FOR THE DISTRICT
CONTROL UNITS OF THE 48TH DISTRICT COURT

AND

STEPHANIE ANN ACHENBACH (MACC)

This Agreement is made and entered into as of August _____, 2021 by and between the City of Birmingham, a Michigan Municipal Corporation, whose address is 151 Martin St., Birmingham, MI 48009 ("City" or "Lead Community") and Stephanie Ann Achenbach, a Michigan attorney, whose address is 411 Wilcox Street, Rochester, MI 48307 ("MACC"). In this Agreement, the City of Birmingham and Stephanie Ann Achenbach may also be referred to individually as "Party" or jointly as "Parties."

RECITALS

WHEREAS, the State of Michigan has enacted the MICHIGAN INDIGENT DEFENSE COMMISSION ACT of 2013, Public Act 93 of 2013, MCL 780.981 et seq., to create the Michigan Indigent Defense Commission (MIDC) to provide indigent defendants in criminal cases with effective assistance of counsel, to provide standards for the appointment of legal counsel and to provide for and limit certain causes of action, and to provide for certain appropriations and grants to fund the activities under the Act; and

WHEREAS, the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor are the seven District Control Units for the 48th District Court ("District Control Units"); and

WHEREAS, in order to obtain the State grant necessary to pay for most of the Indigent Counsel Program at the 48th District Court for the 2022 fiscal year, it is necessary for a "Lead Community" to be selected from the District Control Units and the Lead Community, with assistance from a selected Managed Assigned Counsel Coordinator (MACC), must file with the State, a Compliance Plan (showing how the 48th District Court's Indigent Counsel Program will comply with the MIDC standards) and a Cost Analysis/Grant Request (requesting the State grant to pay for most of the Indigent Counsel Program) which Compliance Plan and Cost Analysis Grant Request will be prepared by the MACC, but must be signed and submitted by the designated Lead Community; and

WHEREAS, the City of Birmingham has been designated by the District Control Units and has agreed to be the Lead Community, for the 2022 State fiscal year, and all of the District Control Units have entered into a Memo of Understanding and will enter into an Inter-local Agreement designating the City of Birmingham to act as the Lead Community assuming responsibility for the District Control Units' roles and responsibilities regarding the 48th District Court's Indigent Counsel Program.

WHEREAS, the MIDC, requires the Lead Community, as part of an approved plan, to engage the services of an Managed Assigned Counsel Coordinator (MACC) to oversee and manage the 48th District Court's criminal defense program and criminal defense attorneys. The MACC will perform her duties at the direction and under the supervision of the Lead Community; and,

WHEREAS, beginning with the State's 2022 fiscal year, the Lead Community's primary responsibilities with respect to the Indigent Counsel Program at the 48th District Court will be to establish a fund and to issue checks to pay the public defenders and other vendors associated with the Indigent Counsel Program; and provide year end accounting and to issue income and tax documentation to those receiving funds; and

WHEREAS, the City of Birmingham, acting under its authority as the MIDC Lead Community, desires to enter into an agreement for the purpose of engaging Stephanie Ann Achenbach as an independent contractor to be the Managed Assigned Counsel Administrator (MACC) and to perform all of the required statutory duties of a MACC for the 48th District Court Indigent Counsel Program.

AGREEMENT

THEREFORE, based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

1. RESPONSIBILITIES, DUTIES AND SCOPE OF WORK.

Stephanie Ann Achenbach shall be the MIDC Managed Assigned Counsel Coordinator (MACC) for the 48th District Court and shall be responsible for operating the 48th District Court's Indigent Criminal Defense Program to ensure that adult defendants receive competent legal representation in criminal proceedings under and pursuant to the MICHIGAN INDIGENT DEFENSE COMMISSION ACT of 2013, Public Act 93 of 2013, MCL 780.981 et seq. The MACC will be responsible for screening, selecting and maintaining a roster of eligible attorneys for case assignment, evaluating attorney performance, maintaining payments to participating attorneys, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation. The MACC shall provide the following services as the MIDC Managed Assigned Counsel Coordinator:

- A. Manage the 48th District Court's public criminal defense operation separate from the 48th District Court including budgeting, planning, and general administration. Provide the Lead Community and Court Administrator with quarterly reports regarding caseload, legal resources and costs, including assisting the lead community in preparing the fiscal portions of all reports.
- B. Assist the 48th District Court with indigency eligibility screening for assigned counsel based on income and available assets per MCL 780.991(3)(a)(b)(c)(d).

- C. Identify attorneys that are qualified to accept appointments and ensure that all attorneys that accept appointments meet the MIDC standards for providing effective representation, including verifying that all attorneys have attained the required 12 annual CLE hours.
- D. Maintain a roster of qualified attorneys, assign counsel to cases, and oversee scheduling of counsel, monitor cases and performance of assigned attorneys.
- E. Approve the use of investigators, experts and other resources required for particular cases and assigned counsel.
- F. Review and approve vouchers for payment from attorneys on the assigned counsel roster in accordance with the 48th District Court MIDC compliance plan.
- G. If there is a break down in the Attorney Client relationship between an indigent defendant and Counsel on the Roster, the MACC will assign new counsel from the roster of qualified attorneys.
- H. Assist with the coordination of Compliance with the MIDC standards, including annual grant requests for funding and compliance plans.
- I. Attend legal conferences, meeting or seminars to stay current on legal issues, updates and administrative techniques regarding public defender requirements and other legal matters.
- J. Represent eligible indigent individuals on specific arraignment and/or docket days and other appearances as requested by the Court, including performing related legal services associated with the provision of competent and consistent legal representation of indigent individuals at the 48th District Court, for no less than 35 hours per week.
- J. Perform other duties that may be required to comply with current and future MIDC standards.

2. INDEPENDENT CONTRACTOR REPRESENTATION.

The implementation of the Agreement does not constitute a hiring by either party. It is the intention of the parties that the MACC is an independent contractor and shall maintain an independent contractor status and shall not be considered an employee of the Lead Community, the District Control Units or the 48th District Court for any purposes, including but not limited to, the application of the Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, State Revenue and Taxations Code relating to income tax withholding, Workers' Compensation Insurance and other benefit payments and third party liability claims.

This Agreement shall not be construed or considered to be a partnership, joint venture, or any other type of joint business venture. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No

liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement. The Lead Community, the District Control Units or 48th District Court shall not be held liable for any obligations incurred by the Independent Contractor, unless otherwise specifically authorized and agreed upon in writing. The Independent Contractor shall not act as an agent or representative of the Lead Community, the District Control Units or 48th District Court, superficially or otherwise, nor bind the Lead Community, the District Control Units or 48th District Court in any manner, unless specifically authorized to do so in writing.

3. DOCUMENTS, RECORDS OR BOOKS.

Any and all documents, records or books which may be related to the Responsibilities, Duties and Scope of Work, as set forth in this Agreement shall be maintained by the MACC and open to inspection by the Lead Community. The documents, records and/or books to which the Lead Community shall be entitled to inspect and receive copies of include but are not limited to, any and all orders, work product and other documents prepared in performance of the Responsibilities, Duties and Scope of Work.

4. COMPENSATION.

The MACC shall be compensated \$90,000.00 annually for the performance of the Responsibilities, Duties and Scope of Work under this Agreement and for representing eligible indigent individuals on specific arraignment and/or docket days and other appearances as requested by the Court for no less than 24 hours per week. The MACC shall submit bi-monthly invoices to the Lead Community, who shall pay MACC, from the MIDC grant funds, in the amount of \$3750 on the 15th and last day of each month.

5. TERM.

The term of this Agreement shall commence October 1, 2021, and end September 30, 2022, and may be renewable, in writing, on a year by year basis thereafter up to four (4) additional years, in accordance with MDIC guidelines, so long as the Act is still in effect. Regardless of the term of this agreement, the Lead Community may, for any reason, terminate the Agreement with a minimum sixty (60) day written notice to the MACC. The MACC may terminate this agreement, for any reason, with a ninety (90) day written notice to the Lead Community.

6. TAX WITHHOLDING.

The MACC acknowledges and recognizes that it shall complete and return to the Lead Community and IRS form 1099 and related tax statements, and shall be required by law to file corporate or individual tax returns and to pay said taxes pursuant to all provisions of applicable Federal, State and Local laws. The MACC agrees to indemnify the Lead Community, the District Control Units and 48th District Court for any damages or expenses including and relating to the attorney's fees and legal expenses incurred by the Lead Community, the District Control Units or 48th District Court as a result of MACC's failure to make such required payments. Upon request of the Lead Community, the District Control Units or the 48th District Court, the MACC shall provide proof of required tax payments.

7. BENEFIT RIGHTS WAIVER.

The MACC, as an independent contractor, waives and forgoes any and all right to receive any benefits that may be provided by the Lead Community, the District Control Units or the 48th District Court to its regular employees, including but not limited to, health benefits, vacation, retirement, profit sharing plans, sick leave and any retirement plans. The MACC acknowledges and agrees that if any government agency or court of law claims that the MACC is an employee, the MACC agrees to waive coverage under these plans. This waiver is applicable to all non-salary benefits, which might otherwise be found to accrue to the MACC by virtue of this agreement with the Lead Community. This waiver is effective independently of the MACC's employment status as adjudicated for taxation purposes or for any other purposes.

8. NON-PARTNERSHIP OR OWNERSHIP CAUSE.

Neither the MACC nor any of MACC's representatives, agents or principals shall become or be considered an owner, partner, joint venture with or agent of the Lead Community, the District Control Units, the 48th District Court or any of their subsidiaries, affiliates or related companies or businesses by reason of this Agreement or their relationship with the Lead Community, the District Control Units or the 48th District Court unless otherwise declared or stipulated in a separate written agreement that has been signed and dated by all parties. The MACC or any representative, agent, principal, officer or anyone who may be retained by the MACC shall not have any authority to bind the Lead Community, the District Control Units or the 48th District Court in any respect unless otherwise set forth in a separate written agreement which has been signed and dated by all parties.

9. RETURN OF PROPERTY.

Upon the termination of this Agreement, or at the request of either party, each party shall promptly and immediately deliver to the other party any and all property in its possession or under its control belonging to the other party, Lead Community, the District Control Units or the 48th District Court, including but not limited to, proprietary information, trade secrets, intellectual property, computers, equipment, pass keys, identification, documents, plans, recordings, software and all related records and/or accounting/financial information.

10. EXPENSES.

The MACC agrees to maintain separate financial accounts with regard to all expenses related to performing the Responsibilities, Duties and Scope of Work under this Agreement. The MACC shall be solely responsible for payment of all out of pocket expenses incurred pursuant to this Agreement unless otherwise provided in writing by the Lead Community.

11. WORK PRODUCT - WORK FOR HIRE.

The MACC acknowledges and agrees that all work product performed for the Lead Community, the District Control Units or the 48th District Court shall be subject to the Lead Community's discretion and control and that such work constitutes Work for Hire, Work Product pursuant to United States Code Title 17 - Chapter 2 - Section 210 & 202 Ownership of Copyright & Material. Any and all property and/or work created, developed, invented, devised, conceived or discovered by the MACC shall be subject to current copyright and/or other protections and are explicitly

considered by the Parties to be "works made for hire" work product and thus shall be considered the sole property of the District Control Units. The District Control Units shall be considered the Author of Program pursuant to the U.S. Copyright laws. Any and all works for hire shall be the sole exclusive property of the District Control Units. Furthermore, consistent with the MACC's recognition of the District Control Units' sole and complete ownership rights in the materials, the MACC agrees to not make use of said proprietary information or any part thereof for the benefit of any party other than the District Control Units.

12. PROFESSIONAL CONDUCT.

The MACC shall be required to treat all court employees, defendants, staff, witnesses, experts, others and other affiliates with respect and responsibility. The MACC shall be required to comply with all laws, regulations and rules of professional responsibility to complete the Responsibilities, Duties and Scope of Work under this Agreement.

13. GENERAL LIABILITY/MALPRACTICE AND WORKERS COMPENSATION COVERAGE.

The MACC agrees to provide to the Lead Community proof of general liability malpractice insurance, and provide MACC an executed workmen's compensation coverage waiver.

14. EMPLOYEES OF MACC.

All persons, which have been hired by the MACC to assist in the performance of the duties, tasks, and responsibilities that are necessary to complete the Responsibilities, Duties and Scope of Work under this Agreement, shall be considered the employees of the MACC, unless otherwise specifically noted in an agreement signed by all parties. The MACC shall immediately provide proof of Workers' Compensation insurance and General Liability insurance on said employees, upon request by the Lead Community.

15. MEDIATION AND ARBITRATION.

In the event that a controversy should arise between the parties to this Agreement which would involve the construction or application of any of the terms, provisions or conditions of this Agreement, a written request of either party served on the other, shall be submitted first to mediation and if the issue cannot be resolved, it shall then proceed to binding arbitration. Mediation or binding arbitration proceedings shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Dispute, unless said Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

16. INDEMNIFICATION.

The MACC shall defend, indemnify, hold harmless and insure the Lead Community, the District Control Units and the 48th District Court from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on the part of the MACC, employees of the MACC or representatives of the MACC, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the MACC.

17. ENTIRE AGREEMENT.

This Agreement shall be considered a separate and independent document of which it shall supersede any and all other Agreements, either oral or written between the parties. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any party.

18. REPRESENTATION.

All parties to this Agreement acknowledge that no representation, inducements, promises or other agreements orally or otherwise have been made by any party hereto or by any action on behalf of any party hereto, which are not included herein, and that no other agreement, statement or promise not contained within this Agreement shall be valid or binding. Any alteration or modification of this Agreement shall be effective only when done so in writing, signed and dated by all parties.

19. SEVERABILITY.

In the event that any provision, clause, sentence, section or other part of the Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement will nevertheless remain in full force and effect so long as the Purpose of the Agreement is not affected in any manner adverse to either party.

20. WAIVER.

If either party fails to enforce any provisions contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

21. JURISDICTION AND VENUE.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

22. NOTICE.

All Notices under this Agreement shall be made to respective Parties at the addresses listed herein. The parties are bound to this Agreement, as are their successors, assigns and transferees. This agreement may not be assigned or transferred without the express written consent of both Parties.

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above written.

CITY OF BIRMINGHAM

By: _____
Thomas M. Markus
Its: City Manager

STEPHANIE ACHENBACH (MACC)

By: Stephanie Achenbach
Stephanie Ann Achenbach PL61677

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

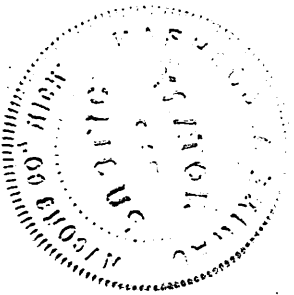
On this 12th day of August, 2021 before me personally appeared Stephanie Ann Achenbach, who acknowledged that with authority on behalf of Stephanie Achenbach (MACC) to do so she signed this Agreement.

Janine A. Cochran
Notary Public, ~~Oakland~~ County, Michigan
Acting in Oakland County
My Commission Expires:



Janine A. Cochran Notary Public
Macomb County, MI
Acting in Oakland County, MI
My Commission Expires 04/09/2024

Handwritten text at the top of the page, possibly a title or address, which is mostly illegible due to fading.



By Commission Expires 04/15/2014
Signed in Oakland County, Ill
Witnessed County, Ill
Signed in County, Ill



MEMORANDUM

IT Department

DATE: 08/23/2021

TO: Thomas M. Markus, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: GIS Inc. Support Block purchase

Introduction:

In the past the City of Birmingham has contracted with Geographic Information Services, Inc. (GIS Inc.) for support of our GIS software and systems. Last year the IT department purchased a block of support hours and shared that block across all departments that needed GIS support. The larger the support block purchased the less cost per hour of support. Support blocks expire one year after purchase or when all of the hours have been used and it is now time to renew that support block.

Background:

The support block hours purchased has varied from year to year based on upcoming projects anticipated and the amount of use from past years support we have extended the support on occasion when we have used all of the contracted hours. During the past year we were able to use the entire amount purchased before the support hours expired and are looking this year to expand the amount of support from 95 to 126 hours due to an upcoming server / system upgrade project and the expansion of the Cartegraph implementation on our GIS server.

Legal Review:

We are purchasing a block of hours for professional GIS support – I have no changes in the current contract with GIS Inc. to be reviewed other than the number of support hours purchased.

Fiscal impact:

The IT department feels that increasing the amount from the previous year's support block will adequately cover the amount of support needed for the City for the next year. There has been funding for this support block set aside in the Computer Maintenance fund account.

Summary:

The IT department would like to purchase 126 hours of support from GIS Inc. to run from September 2021 to September 2022 with a base cost of \$158.25 per hour for a total of \$19,936.98. This purchase is considered a sole source purchase pursuant to section 2-280(d) of the City Code.

SUGGESTED COMMISSION ACTION:

To make a motion to adopt a resolution authorizing the IT department to purchase 126 block hours of GIS support from Geographic Information Services, Inc. 2100 Riverchase Center, Suite 105, Birmingham, AL 35244, the total purchase not to exceed \$19,936.98. Funds are available in the IT Computer Maintenance fund account # 636-228.000-993.0600. This purchase is considered a sole source purchase pursuant to section 2-280(d) of the City Code.

August 9, 2021

Eric Brunk
Information Technology Manager
City of Birmingham, MI
Birmingham, Michigan

Dear Eric,

Thank you for your interest in our GIS Support Block. Included in the following pages are GISinc's Support Block details and prices.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand to City of Birmingham, MI. I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,



Tyler Prah
Sr. Account Executive
Geographic Information Services, Inc.
2100 Riverchase Center, Suite 105 | Birmingham, AL 35244
p: 205.725.5930 | m: 612.275.6752 | e: tyler.prah@gisinc.com

I. GIS Support Block

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, GISinc will provide professional services to assist City of Birmingham, MI with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

How do GIS Support Blocks work?

Once the GIS Support Block vehicle is in place, GISinc will provide City of Birmingham, MI with a single point-of-contact. GISinc will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct GISinc resource.

If a support task becomes large, GISinc may require using a management team. This function includes people, processes, and technology that are designed to make sure that City of Birmingham, MI receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Technical Architect from GISinc.

II. Pricing & Acceptance

Prepaid blocks of hours can be purchased at the prices listed in Table 1 and volume discounts are included at each block level. Support block hours expire after 12 months from the date of signature. GISinc will invoice City of Birmingham, MI upon receiving the signed form.

You may indicate your acceptance of the above proposal with a signature from authorized personnel at City of Birmingham, MI. Any expenses or travel incurred by GISinc while performing GIS Support Block services to City of Birmingham, MI will be billed at actual costs separate from this contract.

TABLE 1		
<u>Prepaid Cost</u>	<u>Hourly Rate</u>	<u>Hours</u>
\$2,500 to \$15,000	\$166.67	15.0 to 90.0
\$15,001 to \$30,000	\$158.23	94.5 to 189.5
\$30,001 to \$55,000	\$151.52	198.0 to 363.0
\$55,001+	\$147.06	374.0+

City of Birmingham, MI

Support Block

Amount: 126 hours

Signature: _____

Name: Eric V. Brunk

Title: IT Manager

Date: September 01, 2021

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Geographic Information Services, Inc. (GISinc).

Payment Terms: *Client will be billed monthly for all travel expenses and labor costs based on hours worked. Client agrees to NET 30 terms after receipt of invoice on this prepaid GIS support block. Supporting details will be provided as requested to detail the hours, rates, and deliverable(s) performed during the preceding month.*



Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Geographic Information Services, Inc ("GISinc") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between GISinc and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that GISinc has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind GISinc in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, GISinc shall furnish the services in accordance with the SOW set forth in the proposal.

3. WORK PERFORMANCE.

GISinc agrees that all work performed hereunder shall be performed on a best effort basis by GISinc's staff having an appropriate experience and skill level, and in compliance with the SOW.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon GISinc unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and GISinc shall negotiate an equitable adjustment in the price and schedule to reflect the

appropriate change. GISinc shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to GISinc accordingly.

6. INVOICE AND PAYMENT.

Customer shall pay GISinc within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. GISinc will bill Customer monthly for all travel expenses and labor costs based on hours worked.

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to GISinc prior to canceling an order. Customer will compensate GISinc for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

<RESERVED>

10. WARRANTY.

GISinc warrants that it will perform the services in good faith and in conformance with professional industry standards. All GISinc employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

GISinc warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, GISINC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. GISINC'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY

WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY GISINC FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

13. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. GENERAL SERVICES ADMINISTRATION SCHEDULE

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration ("GSA") Schedule entered by GISinc and the United States Government. GISinc's GSA Schedule number: GS-35F-0682R.

15. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Alabama without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and

(iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

16. DISPUTE RESOLUTION.

Customer and GISinc shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to GISinc corporate headquarters.

17. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Alabama without regard to conflicts of laws provisions thereof.

Both GISinc and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and GISinc will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

GISinc's total liability to Customer for any reason shall not exceed the total amount paid to GISinc by Customer for the services provided under this Agreement.

18. COMPLETE AGREEMENT.

Customer acknowledges that it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and GISinc related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of GISinc.

DATE: August 18, 2021

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Emergency Repair – Sewer at Maple & Henrietta

INTRODUCTION:

- After the intense rain storm event on June 25, 2021, a resident reported water flowing out of the ground, and then a “sinkhole” forming in one of the recently constructed planter boxes on the north side of W. Maple Road, just west of Henrietta Street.
- Conditions were inspected by Engineering and Department of Public Services personnel, where it was determined that the ground settlement was likely related to a problem with a sewer, and that that repairs should be completed as soon as practicable before further settlement or other damages to the recently constructed Maple Road streetscape or roadway occurred. The City Manager was asked to authorize an emergency repair of the apparent sewer failure.
- The City Manager authorized the Engineering Department to engage a sewer contractor to complete the necessary repairs. Aaron's Excavating completed the emergency repair work on July 6 & 7, 2021.

BACKGROUND:

As part of the Maple Road Reconstruction project completed in November 2020, new storm and combined sewers were installed in the area of the reported problem. After reviewing the plans and discussion with inspectors who were present during that work, there was not a record of any City sewers or private sewer laterals, being present at the location of the sinkhole. It was suspected that the likely cause was an old sewer service to the building at 214 W. Maple that was thought to have been abandoned and not reconnected to the new sewers during the Maple Road reconstruction project.

Aaron's Excavating Inc. was contacted to provide a quote for exploratory excavation and emergency repair of the sewer as needed. Due to the uncertain nature of the exploratory excavation work to confirm the problem, a definitive quote could not be provided. Aaron's Excavating has completed work directly for the City in the past, as well as on numerous private sites under City permits, and has a reputation for high-quality workmanship and a history of providing fair pricing for the work they do. On past projects for the City, the approximate daily cost for the sewer crew and equipment was approximately \$3,000 to \$3,500, so depending on what was discovered to be the problem upon excavation, the Engineering Department anticipated the costs to be \$3,500 to \$7,000.

Aaron's Excavating excavated the area on July 6, 2021, and found that there was an old building service pipe that had not been connected to the new sewers. It was surmised that during the Maple Road construction, work was being done on the internal

plumbing/drains in that building, and that storm drainage from the building (via roof drains and sump pump) had been disconnected from the service pipe, which is why it was thought to have been abandoned at the time. Upon the building owner completing their work, storm flows had begun being discharged to the pipe, which then started a process of erosion that became evident after the large amount of precipitation occurring in June 2021. The Engineering Department believes this was an unforeseen condition, and not the Maple Road reconstruction contractor's fault.

Aaron's Excavating completed the emergency sewer repair on July 7, 2021 by installing new PVC storm sewer to connect the existing building service pipe to the recently constructed catch basin nearby. The final invoice for the emergency repair work was \$6,650.

LEGAL REVIEW:

The City Attorney reviewed the circumstances, and does not object to the recommended approach.

FISCAL IMPACT:

The cost from Aarons Excavating to complete the emergency sewer repair is \$6,650.00. Funds are available in the Sewer Fund, Other Contractual Services account #590-536.001-811.0000.

PUBLIC COMMUNICATIONS:

Special public communications were not necessary for this project. Work was completed with access from City property, and during normal working hours.

SUMMARY

The Engineering Department requests City Commission confirmation of the City Manager's authorization to proceed with the emergency sewer repair on W. Maple Road at Henrietta Street.

ATTACHMENTS:

The following attachments accompany this report:

- General Project Location Map
- Purchase Order No. 113913
- Invoice #5900

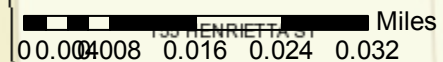
SUGGESTED COMMISSION ACTION:

To make a motion to adopt a resolution confirming the City Manager's authorization for the emergency expenditure related to the sewer repair on W. Maple Road at Henrietta Street by Aaron's Excavating, for a cost not to exceed \$6,650.00 to be charged to the Sewer Fund, Other Contractual Services account #590-536.001-811.0000, pursuant to Sec. 2-286 of the City Code.

Emergency Sewer Repair

The map displays the project area for an emergency sewer repair. Key features include:

- Streets:** W Maple Rd, N Bat St, 336 W Maple Rd, 180 W Maple Rd, 247 W Maple Rd, 211 W Maple Rd, 320 Martin St, 250 Martin St, and Henrietta St.
- Manholes:** Labeled with IDs such as MH25-3-219, MH25-3-218, MH25-3-007, MH25-3-094, MH25-3-095, MH25-3-227, MH25-3-227A, MH25-3-093, MH25-3-214, MH25-3-216, MH25-3-217, MH25-3-213, MH25-3-084, MH25-3-003, MH25-3-004, MH25-3-005, MH25-3-006, MH25-3-007, MH25-3-008, MH25-3-009, MH25-3-010, MH25-3-011, MH25-3-012, MH25-3-013, MH25-3-014, MH25-3-015, MH25-3-016, MH25-3-017, MH25-3-018, MH25-3-019, MH25-3-020, MH25-3-021, MH25-3-022, MH25-3-023, MH25-3-024, MH25-3-025, MH25-3-026, MH25-3-027, MH25-3-028, MH25-3-029, MH25-3-030, MH25-3-031, MH25-3-032, MH25-3-033, MH25-3-034, MH25-3-035, MH25-3-036, MH25-3-037, MH25-3-038, MH25-3-039, MH25-3-040, MH25-3-041, MH25-3-042, MH25-3-043, MH25-3-044, MH25-3-045, MH25-3-046, MH25-3-047, MH25-3-048, MH25-3-049, MH25-3-050, MH25-3-051, MH25-3-052, MH25-3-053, MH25-3-054, MH25-3-055, MH25-3-056, MH25-3-057, MH25-3-058, MH25-3-059, MH25-3-060, MH25-3-061, MH25-3-062, MH25-3-063, MH25-3-064, MH25-3-065, MH25-3-066, MH25-3-067, MH25-3-068, MH25-3-069, MH25-3-070, MH25-3-071, MH25-3-072, MH25-3-073, MH25-3-074, MH25-3-075, MH25-3-076, MH25-3-077, MH25-3-078, MH25-3-079, MH25-3-080, MH25-3-081, MH25-3-082, MH25-3-083, MH25-3-084, MH25-3-085, MH25-3-086, MH25-3-087, MH25-3-088, MH25-3-089, MH25-3-090, MH25-3-091, MH25-3-092, MH25-3-093, MH25-3-094, MH25-3-095, MH25-3-096, MH25-3-097, MH25-3-098, MH25-3-099, MH25-3-100, MH25-3-101, MH25-3-102, MH25-3-103, MH25-3-104, MH25-3-105, MH25-3-106, MH25-3-107, MH25-3-108, MH25-3-109, MH25-3-110, MH25-3-111, MH25-3-112, MH25-3-113, MH25-3-114, MH25-3-115, MH25-3-116, MH25-3-117, MH25-3-118, MH25-3-119, MH25-3-120, MH25-3-121, MH25-3-122, MH25-3-123, MH25-3-124, MH25-3-125, MH25-3-126, MH25-3-127, MH25-3-128, MH25-3-129, MH25-3-130, MH25-3-131, MH25-3-132, MH25-3-133, MH25-3-134, MH25-3-135, MH25-3-136, MH25-3-137, MH25-3-138, MH25-3-139, MH25-3-140, MH25-3-141, MH25-3-142, MH25-3-143, MH25-3-144, MH25-3-145, MH25-3-146, MH25-3-147, MH25-3-148, MH25-3-149, MH25-3-150, MH25-3-151, MH25-3-152, MH25-3-153, MH25-3-154, MH25-3-155, MH25-3-156, MH25-3-157, MH25-3-158, MH25-3-159, MH25-3-160, MH25-3-161, MH25-3-162, MH25-3-163, MH25-3-164, MH25-3-165, MH25-3-166, MH25-3-167, MH25-3-168, MH25-3-169, MH25-3-170, MH25-3-171, MH25-3-172, MH25-3-173, MH25-3-174, MH25-3-175, MH25-3-176, MH25-3-177, MH25-3-178, MH25-3-179, MH25-3-180, MH25-3-181, MH25-3-182, MH25-3-183, MH25-3-184, MH25-3-185, MH25-3-186, MH25-3-187, MH25-3-188, MH25-3-189, MH25-3-190, MH25-3-191, MH25-3-192, MH25-3-193, MH25-3-194, MH25-3-195, MH25-3-196, MH25-3-197, MH25-3-198, MH25-3-199, MH25-3-200, MH25-3-201, MH25-3-202, MH25-3-203, MH25-3-204, MH25-3-205, MH25-3-206, MH25-3-207, MH25-3-208, MH25-3-209, MH25-3-210, MH25-3-211, MH25-3-212, MH25-3-213, MH25-3-214, MH25-3-215, MH25-3-216, MH25-3-217, MH25-3-218, MH25-3-219, MH25-3-220, MH25-3-221, MH25-3-222, MH25-3-223, MH25-3-224, MH25-3-225, MH25-3-226, MH25-3-227, MH25-3-228, MH25-3-229, MH25-3-230, MH25-3-231, MH25-3-232, MH25-3-233, MH25-3-234, MH25-3-235, MH25-3-236, MH25-3-237, MH25-3-238, MH25-3-239, MH25-3-240, MH25-3-241, MH25-3-242, MH25-3-243, MH25-3-244, MH25-3-245, MH25-3-246, MH25-3-247, MH25-3-248, MH25-3-249, MH25-3-250, MH25-3-251, MH25-3-252, MH25-3-253, MH25-3-254, MH25-3-255, MH25-3-256, MH25-3-257, MH25-3-258, MH25-3-259, MH25-3-260, MH25-3-261, MH25-3-262, MH25-3-263, MH25-3-264, MH25-3-265, MH25-3-266, MH25-3-267, MH25-3-268, MH25-3-269, MH25-3-270, MH25-3-271, MH25-3-272, MH25-3-273, MH25-3-274, MH25-3-275, MH25-3-276, MH25-3-277, MH25-3-278, MH25-3-279, MH25-3-280, MH25-3-281, MH25-3-282, MH25-3-283, MH25-3-284, MH25-3-285, MH25-3-286, MH25-3-287, MH25-3-288, MH25-3-289, MH25-3-290, MH25-3-291, MH25-3-292, MH25-3-293, MH25-3-294, MH25-3-295, MH25-3-296, MH25-3-297, MH25-3-298, MH25-3-299, MH25-3-300, MH25-3-301, MH25-3-302, MH25-3-303, MH25-3-304, MH25-3-305, MH25-3-306, MH25-3-307, MH25-3-308, MH25-3-309, MH25-3-310, MH25-3-311, MH25-3-312, MH25-3-313, MH25-3-314, MH25-3-315, MH25-3-316, MH25-3-317, MH25-3-318, MH25-3-319, MH25-3-320, MH25-3-321, MH25-3-322, MH25-3-323, MH25-3-324, MH25-3-325, MH25-3-326, MH25-3-327, MH25-3-328, MH25-3-329, MH25-3-330, MH25-3-331, MH25-3-332, MH25-3-333, MH25-3-334, MH25-3-335, MH25-3-336, MH25-3-337, MH25-3-338, MH25-3-339, MH25-3-340, MH25-3-341, MH25-3-342, MH25-3-343, MH25-3-344, MH25-3-345, MH25-3-346, MH25-3-347, MH25-3-348, MH25-3-349, MH25-3-350, MH25-3-351, MH25-3-352, MH25-3-353, MH25-3-354, MH25-3-355, MH25-3-356, MH25-3-357, MH25-3-358, MH25-3-359, MH25-3-360, MH25-3-361, MH25-3-362, MH25-3-363, MH25-3-364, MH25-3-365, MH25-3-366, MH25-3-367, MH25-3-368, MH25-3-369, MH25-3-370, MH25-3-371, MH25-3-372, MH25-3-373, MH25-3-374, MH25-3-375, MH25-3-376, MH25-3-377, MH25-3-378, MH25-3-37





P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012-3001
Phone: (248)530-1816 Fax: (248)530-1090
accountspayable@bhamgov.org

08/17/2021

02:22 PM

Purchase Order No 113913

Purchase Order Date 07/12/2021
Required Date
Ordered By jsurhigh

Ship to ENGINEERING
151 MARTIN
BIRMINGHAM, MI 48009

Vendor 005358
Address AARON'S EXCAVATING INC
4159 FOLEY STREET
WATERFORD, MI 48329

Invoice CITY OF BIRMINGHAM
ENGINEERING
PO BOX 3001
BIRMINGHAM, MI 48012

Terms NET 30 DAYS

PO Description EMERGENCY SEWER REPAIR - MAPLE & HENRIETTA

Quantity	Units	Description	Unit Price	Amount
1	EACH	EMERGENCY SEWER REPAIR 590-536.001-981.0100	6,650.00	6,650.00
Total:				6,650.00

TERMS AND CONDITIONS

This purchase order is issued subject to the terms and conditions specified below. By acceptance of this purchase order, vendor acknowledges and agrees to abide by all such terms and conditions.

Insurance Requirements:

The vendor shall carry workers' compensation insurance in accordance with all applicable statutes of the State of Michigan; commercial general liability and products and completed operations coverage; vehicle liability insurance covering all owned, non-owned and hired vehicles. Vendor shall furnish certificates of insurance evidencing the coverages outlined in this paragraph to the City of Birmingham upon request.

Indemnification:

To the fullest extent permitted by law, vendor agrees to defend, indemnify, pay in behalf of and hold harmless the City its elected and appointed officials, employees and volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs 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 behalf of the City, 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 purchase order contract.

If applicable, a material safety sheet should be included with material shipped.

Kindly show purchase order number on invoice.

Approved By Tammy Hollins

Date 08/17/2021

Aaron's Excavating, Inc.
 4159 Foley St.
 Waterford, MI 48329
 248-674-2224

Date
07/09/21

Invoice

Bill To:
City of Birmingham Engineering Department 151 Martin Steet Birmingham, MI 48012 ATTN: Scott

Ship To
214 W. Maple Birmingham, MI 480098

Invoice No.	P.O. Number	Terms
5900		Due on receipt

Serviced	Item	Description	Amount
07/06/21	storm sewer	1. Excavated and exposed bulkheaded 8" clay storm sewer, utilities, fiber optic casings and new catch basin under edge of curb. Using mini excavator and city's vector truck. 2. Hauled spoils to city DPS yard. 3. Core driller could not core drill 10" hole in new catch basin due to fiber optic casings obstructing access. 4. Barricaded excavation for overnight safety.	6,650.00
07/07/21	storm sewer	5. Continued cleaning out bottom of excavation with vector truck for core driller. 6. Core driller arrived with additional equipment for anchoring drilling machine around fiber optic casings. 7. Core drilled 10" hole in side of catch basin for installation of new 8" sch 40 pvc storm line. 8. Hauled in clean stone for bedding around new piping. 9. Installed new 8" sch 40 pvc storm line from existing 8" clay storm line to catch basin under edge of curb. 10. Sealed hole in catch basin with hydraulic cement. (around new pvc piping) 11. Installed clean stone under and around new pvc piping for stability. 12. Hauled in and installed 2 loads of sand from DPS yard and compacted.	

We appreciate your business!

Total
Payments/Credits \$0.00
Balance Due \$6,650.00

Aaron's Excavating, Inc.
 4159 Foley St.
 Waterford, MI 48329
 248-674-2224

Date
07/09/21

Invoice

Bill To:
City of Birmingham Engineering Department 151 Martin Steet Birmingham, MI 48012 ATTN: Scott

Ship To
214 W. Maple Birmingham, MI 480098

Invoice No.	P.O. Number	Terms
5900		Due on receipt

Serviced	Item	Description	Amount
		13. Hauled in and installed 2 loads of top soil from DPS yard. 14. Cleaned up site.	

We appreciate your business!

Total	\$6,650.00
Payments/Credits	\$0.00
Balance Due	\$6,650.00

DATE: August 17, 2021

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Emergency Repair – Quarton Dam Gate Mechanism

INTRODUCTION:

- In August 2020, during routine debris removal work being completed at the Quarton Dam spillway by the Department of Public Services (DPS), the auxiliary spillway gate operating mechanism was damaged. Midwest Power Systems, a specialty contractor that works on mechanical gate systems, was called in to perform temporary repairs on the gate to prevent an uncontrolled discharge from occurring. However, the temporary repair that stabilized the gate will not allow its proper operation.
- The long-term repair includes replacing the damaged parts of the lifting mechanism, and the City Manager authorized the Engineering Department to order the replacement parts through Midwest Powers Systems and proceed with scheduling the repairs. Midwest Power Systems, who is uniquely familiar with the condition of the gate system, provided a quote to complete the necessary repairs, in the amount of \$17,150.

BACKGROUND:

- A. The Quarton Dam is located on the Quarton Branch of the Rouge River. In 2004, major rehabilitation of the dam system was performed, which included installation of a new auxiliary spillway gate and operating mechanism. Upstream of Quarton Lake, the river is in a natural state, and debris from fallen trees, organic materials from seasonal vegetation cycles, and material dislodged from aquatic habitat has the potential to float downstream and accumulate on the spillway steps and auxiliary spillway grates.
- B. In 2020, a large tree was observed to have floated downstream and was lodged against the spillway. DPS mobilized to remove the large tree and other debris in August 2020, and determined that the auxiliary spillway gate needed to be lowered to facilitate the debris removal. During this procedure, the gate operating mechanism was damaged. Midwest Power Systems, a specialty contractor that works on mechanical gate systems, was called in to perform temporary repairs on the gate to prevent an uncontrolled discharge from occurring. However, the temporary repair to stabilize the gate will not allow for its proper operation. The long-term repair includes replacing the damaged parts of the lifting mechanism, which includes the lifting stems that must be special ordered to fit the exact dimensions of the mechanism, and have a long lead-time.
- C. Midwest Power Systems provided a quote for removing the temporary repairs and installing the long-term replacement parts for the total amount of \$17,150. The Engineering Department believed it was critical to order the parts in time so that construction of a cofferdam to complete the repairs would not be needed, thereby adding to the cost of the repairs.

- D. Due to the critical nature of the repair, and Midwest Power Systems' unique familiarity with the conditions of the gate system and requirements for the necessary repairs, the Engineering Department requested emergency authorization from the City Manager to complete this work. On May 6, 2021, Midwest Power Systems was authorized to order the necessary parts and complete the long-term repairs to the gate mechanism as described in their quote, for a cost not to exceed \$17,150, as an emergency purchase in accordance with Section 2-286 of the City Code.
- E. On August 11, 2021, the repairs to the gate mechanism were completed by Midwest Power Systems. There were no additional charges, and the final invoice to the City was in the amount of \$17,150.

LEGAL REVIEW:

- F. The City Attorney reviewed the circumstances, and does not object to the recommended approach.

FISCAL IMPACT:

- G. The cost from Midwest Power Systems to complete the repair of the auxiliary spillway gate lifting mechanism is \$17,150.00. Funds are available in the Quarton Lake Maintenance account #101-751.000-935.0300.

PUBLIC COMMUNICATIONS:

- H. Special public communications were not necessary for this project. Work was completed with access from City property, and during normal working hours.

SUMMARY

- I. The Engineering Department requests City Commission confirmation of the City Manager's authorization to proceed with the emergency repair of the Quarton Dam auxiliary spillway gate lifting mechanism.

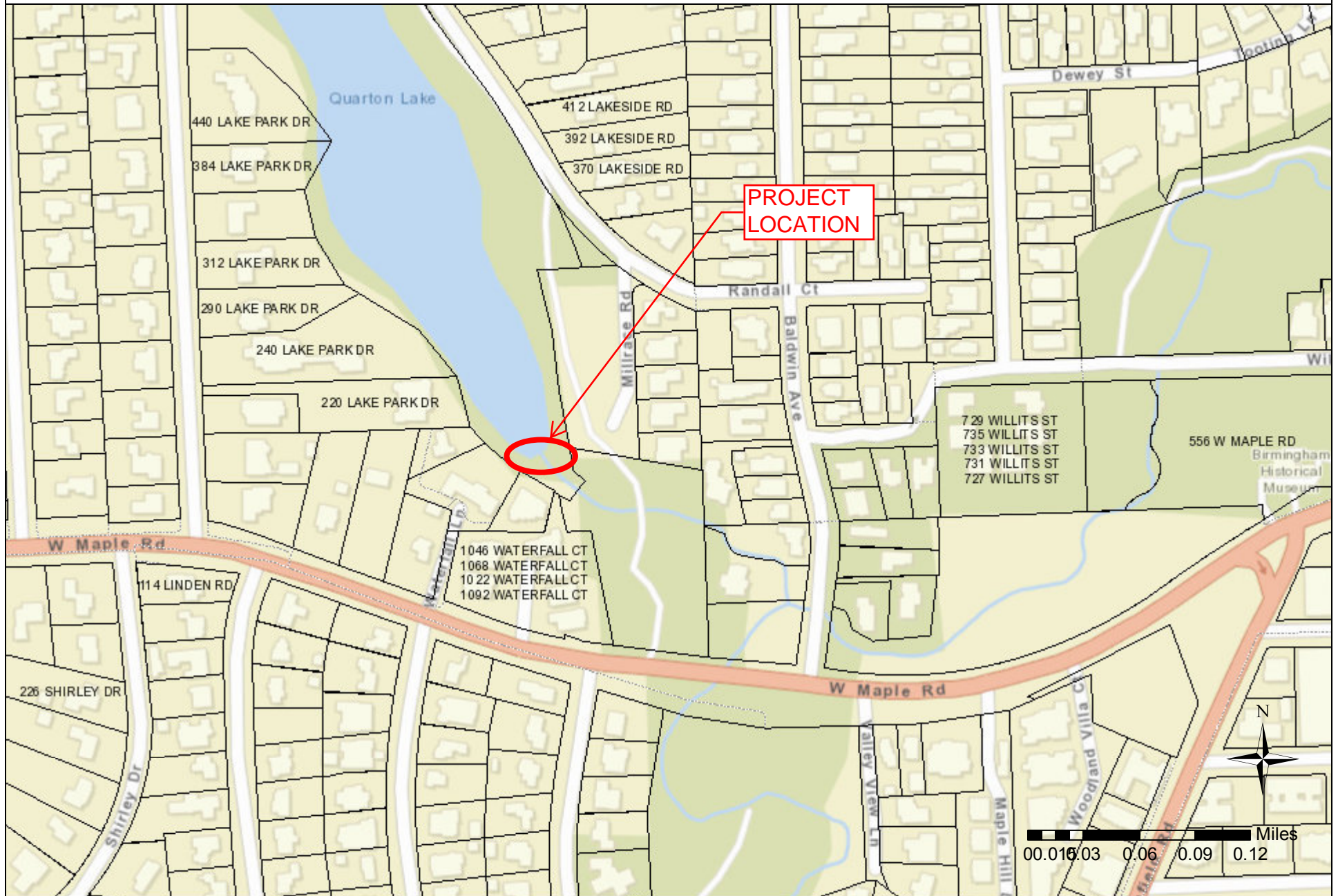
ATTACHMENTS:

- J. The following attachments accompany this report:
 - General Project Location Map
 - Quote from Midwest Power Systems
 - Purchase Order No. 113850

SUGGESTED COMMISSION ACTION:

- A. To make a motion to adopt a resolution confirming the City Manager's authorization for the emergency expenditure related to the repair of the Quarton Dam auxiliary spillway gate lifting mechanism by Midwest Power Systems, for a cost not to exceed for \$17,150.00 to be charged to the Quarton Lake Maintenance account #101-751.000-935.0300, pursuant to Sec. 2-286 of the City Code.

Quarton Lake Dam



City of Birmingham Quarton Lake Dam Repair

Overview:

Midwest Power Systems is pleased to quote the following Quarton Dam repair for the City of Birmingham. Upon inspection the stop bolt came out of the gate. This caused the gate to drop and damage one side of the stems and block rising nuts. Manufacturer suggests removal and replacement of both stems and lifting nuts due to damage.

Midwest Power shall supply and install the following:

1. Removal of existing lifting stems.
2. Removal of existing lifting nuts.
3. Provide and install new lifting stems.
4. Provide and install lifting nuts.
5. Removal of temporary lifting chain.
6. Adjust stems for equal lift and level.
7. Installation of gate stop bolt to prevent future damage.
8. Lubrication of the system per manufacturer recommendations.

Total of all expenses: \$17,150

Price does not include:

Engineering

Bypass pumping

Permits

Matt Shaeffer
Midwest Power Systems
248-770-5124



P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012-3001
Phone: (248) 530-1816 Fax: (248) 530-1090
accountspayable@bhamgov.org

05/06/2021
12:13 PM

Purchase Order No 113850

Purchase Order Date 05/06/2021
Required Date
Ordered By jsurhigh

Ship to ENGINEERING
151 MARTIN
BIRMINGHAM, MI 48009

Vendor 008127
Address MIDWEST POWER SYSTEMS, INC
2401 HICKORY OAK
MILFORD, MI 48380

Invoice CITY OF BIRMINGHAM
ENGINEERING
PO BOX 3001
BIRMINGHAM, MI 48012

Terms NET 30 DAYS

PO Description EMERGENCY REPAIR - QUARTON DAM SPILLWAY GATE

Quantity	Units	Description	Unit Price	Amount
1	EACH	AUX SPILLWAY GATE LIFTING MECHANISM 101-751.000-935.0300 17,150.00	17,150.00	17,150.00
			Total:	17,150.00

TERMS AND CONDITIONS

This purchase order is issued subject to the terms and conditions specified below. By acceptance of this purchase order, vendor acknowledges and agrees to abide by all such terms and conditions.

Insurance Requirements:

The vendor shall carry workers' compensation insurance in accordance with all applicable statutes of the State of Michigan; commercial general liability and products and completed operations coverage; vehicle liability insurance covering all owned, non-owned and hired vehicles. Vendor shall furnish certificates of insurance evidencing the coverages outlined in this paragraph to the City of Birmingham upon request.

Indemnification:

To the fullest extent permitted by law, vendor agrees to defend, indemnify, pay in behalf of and hold harmless the City, its elected and appointed officials, employees and volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs 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 behalf of the City, 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 purchase order contract.

If applicable, a material safety sheet should be included with material shipped.

Kindly show purchase order number on invoice.

Approved By Tammy Hollins

Date 05/06/2021



MEMORANDUM

Police Department

DATE: August 17, 2021

TO: Thomas M. Markus, City Manager

FROM: Scott Grewe, Operations Commander

SUBJECT: Chester Parking Structure Elevator Repairs

INTRODUCTION:

Staff was notified on August 5, 2021 that the sump pump located in the control room for the elevator at the southeast corner of the Chester Structure had failed resulting in flooding. SP Plus was directed to contact contractors to drain and inspect the pump and elevator for damage.

After the area was drained, the pump was found to be defective and was replaced. The elevator was inspected by KONE Elevators for damage resulting from the flood. Due to the water rising to a level reaching the control arm for the elevator, water was able to infiltrate the oil basin as the arm extended and retracted during use before the flooding was detected.

KONE elevator, who has been the maintenance company for the City's elevators for an extended period of time, advised and prepared a estimate to remove and replace the contaminated oil and to replace the "jack packing" that was also damaged.

LEGAL REVIEW:

None

FISCAL IMPACT:

The estimate provided by KONE is \$7,345.00. This will be paid out of the parking fund.

SUMMARY:

Flooding in the room containing the "jack head" for the elevator at the southeast corner of the Chester Structure was located. As a result of the water, damage was done to the elevator which was shut down as a result. A quote was obtained from KONE elevator to repair the elevator to get it back in operation. This elevator is located directly across from the Baldwin House and used regularly by residents. When the elevator is not in operation, residents are forced to use the other elevator which is a significant distance away. Out of concern for mobility challenged residents of the Baldwin House being forced to traverse a further distance to the elevator and their vehicles, this repair was approved by City Manager Markus as an emergency repair. KONE was contacted to proceed with repairs as soon as possible.

Additionally, SP Plus was directed to contact plumbing contractors to obtain quotes for the installation of a backup sump pump, with alarm, to ensure added protection is in place to prevent this type of damage in the future.

ATTACHMENTS:

1. Estimate from KONE Elevator

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution confirming the City Manager's authorization for the emergency expenditure related to the repair of the Chester Street structure elevator by KONE Elevator for a cost not to exceed \$7,345.00 to be charged to the Automobile Parking System Fund, Chester Parking Structure Elevator Maintenance account #585-538.008-930.0200, pursuant to Sec. 2-286 of the City Code.



Elevators Escalators

August 16, 2021

City of Birmingham
151 Martin
Birmingham MI 48009

ATTN: Scott Grewe

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 Elevator Jack packing/oil replacement
Description of Work

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

We responded to a service call and found the water in the pit has increased and the jack head was under water bringing water into the oil tank. We should replace the jack packing and also replace the water/oil mix in tank with fresh oil. We turned off the elevator at top floor.

Price

Our total price to perform the above-mentioned work amounts to: \$7,345.00 (Seven Thousand Three Hundred Forty Five dollars).

BREAKOUT

12 mechanic team hours @ \$429.80 = \$5157.60

Material Oil = \$ 882.00

Packing = \$ 225.60

Zone /mileage = \$ 304.80

Permit emergency = \$ 375.00

shipping , Freight = \$ 100.00

oil/water dispersal = \$ 300.00

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.

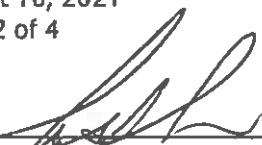
During the course of our work, should deficiencies, code violations, or other issues be discovered, we will promptly notify Purchaser and provide a separate quotation to correct these issues.

1st Payment

The above quoted price is based on a fifty percent (50%) 1st Payment, due before commencement of proposed labor and material. Work shall not commence until applicable 1st Payment is received. The attached invoice will serve as a receipt for the 1st Payment provided.

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

Respectfully submitted by,
KONE Inc.



(Signature)



(Print Name)



(Print Title)

Date: 8/17/21

Kevin Strasser, senior sales executive

(Approved By) Authorized Representative

Title

Date: ____ / ____ / ____

1ST PAYMENT RECEIPT

Receipt #: MKOKST	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:	
1 st Payment Amount Due:	
Sales Tax:	
Total 1 st Payment Amount:	

Please return this portion with your payment.

Payer: _____ _____/ _____	Receipt #: MKOKST
	Date:
	Customer #: Z04N10241029
	Area Office #: 190
Remit To: KONE Inc. 11864 Belden Court Livonia, MI 48150	

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.



MEMORANDUM

Police Department

DATE: August 17, 2021

TO: Thomas M. Markus, City Manager

FROM: Scott Grewe, Operations Commander

SUBJECT: Amended Contract with SP Plus Corporation

INTRODUCTION:

In the fall of 2020, the Police Department took over operations of the parking structures. During the initial months, operations and contractual service/contracts were reviewed. Staff reviewed the contract for SP Plus Corporation, managing contractor for the day-to-day operations of the parking structures and identified areas of concern. Staff had several meetings with SP Plus initially that now include regularly scheduled monthly meeting to review financials and maintenance.

BACKGROUND:

SP Plus (National Garages) has been serving the City of Birmingham since April 1954. In early 2019, the City put out an RFP for parking services and received four bids. At the July 8, 2019 City Commission meeting, the Commission selected SP Plus Corporation to continue the City's Parking Management Services.

During the fall of 2020, the Police Department took over operations of the parking structures and oversight of SP Plus Corporation. Upon reviewing the contract, police department staff identified concerns and asked the City Attorney to review the contract.

LEGAL REVIEW:

The City Attorney reviewed the contract and determined it to be fraught with paragraphs and provisions whereby it would appear as though the employees of SP Plus were acting and assuming responsibilities as though they were City employees. Therefore, it became necessary to rewrite and rework this contract to clarify that employees of SP Plus are not under the domain and umbrella of the City of Birmingham, and, thereby not assuming any responsibilities and liabilities for SP Plus employees. It is the City Attorney's opinion that the new contract protects the City in the best possible way, allowing services for the parking system to our benefit.

FISCAL IMPACT:

There is no change in existing contract in terms of finances or length of term.

SUMMARY:

Upon review of the existing contract with SP Plus Corporation it was determined there were areas of concern for the City. Upon review by the City Attorney, proposed changes were made in the contract. After meetings with SP Plus and their legal team, an agreement was reached and signed by SP Plus. The result of the amended contract is a clear distinction that SP Plus employees are

in no way under the domain and umbrella of the City and that the City is not assuming any responsibilities and liabilities for SP Plus employees.

ATTACHMENTS:

1. July 8, 2019 Memo to the Commission for Parking Management Services
2. July 8, 2019 City Commission Minutes
3. New amended contract with SP Plus Corporation

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to amend the contract with SP Plus Corporation for Parking Management Services for the five City owned parking structures. Furthermore, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.



MEMORANDUM

Office of the City Manager

DATE: July 8, 2019

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Parking Management Services Operator Contract Renewal

Introduction:

On April 3, 2019, the APC recommended that the City authorize a renewed agreement with SP Plus to support the Management and Operations of the public parking structures in downtown.

Four bids were submitted to the City for consideration. The following table illustrates the bidders and their respective rates per year to operate the structures:

Parking Management Firm	Cost Per Year/ Lump Sum*	Cost Per Month
Laz Parking	\$42,000	\$3,500
Premier Parking	\$66,000	\$5,500
Six Brothers Construction	\$5,000,000*	N/A
SP Plus Parking	\$46,500	\$3,875

The proposal from SP Plus included capital contributions to the parking operations that included the purchase of a dedicated power washer with the necessary trailer and pick-up truck totaling \$66,000. In addition, SP Plus sought to partner with the City to reduce queueing at the ingress and egress points of the garages by sponsoring the first year of an operating lease to introduce Parkonect readers at each of the Skidata kiosks that would total \$120,298. Parkonect allows us to integrate park mobile into the garages and gives customers another form of payment to get in and out of the structures

The rate structure, as proposed by SP Plus is an incentive based approach that involves the development of key performance indicators. The base management fee would be \$23,250. However, in order for SP Plus to achieve a total fee of \$46,500, they would have to meet all of the key performance indicators (KPIs) established at the onset of the contract as a condition of the negotiation. Exhibit B includes the agreed upon KPIs and how they will be measured.

The proposal offered a more user friendly approach to garage management with the introduction of the amenity bays, where a section of the garage could be identified to house amenities, such as an air pump for low tires, jumper cables, vacuum, and a squeegee for dirty windows.

Laz and Premier Parking submitted proposals that met the requirements of the RFP. Premier's annual management fee was significantly higher. Laz Parking offered a management fee that was slightly less than SP Plus overall, but it was not incentive based.

Six Brothers Construction submitted a lump sum bid of \$5 million dollars through MITN, but did not attach any bid documents, time frame, or rationale for the lump sum figure. Staff did not follow up with the bidder, due to the fact that even with a five-year total contract, the cost per year would have totaled \$1 million.

At the June 3 meeting, the APC discussed the opportunity to include additional services as stated as an option, in the RFP. It was agreed by the APC that the costs to develop and manage a real time mobile parking app belongs under the purview of parking management operations team. SP Plus offers this technology to other cities in North America. The cost associated with developing a customized app are roughly 65% less than working with an outside company without the same level of experience with parking and without an existing basis from which to build. The one-time cost for mobilization and customization is \$12,000. The monthly subscription fee is \$1,500. The Ski data access fees were paid when the City initiated the data analytics program and will not be necessary to support system set up.

The mobile app will provide real time parking availability for both on-street and off-street parking spaces and is being built to support the needs of a potential parking mitigation plan if the Birmingham N.O.W. project is approved for construction. The system app can be developed and operable in 12 weeks (October 2019).

Background:

At the February 6, 2019 meeting, the Advisory Parking Committee approved a Request for Proposals (RFP) to initiate a competitive bid process for a Parking Management Services Operator. It was envisioned that the successful bidder would have responsibility for the management and operations of our City owned off-street parking facilities for a minimum of three years with options to renew for future years. The RFP was released on Friday, February 8, 2019. The deadline for receipt of bids was set for March 8, 2019. Staff committed that the recommendation for the proposal that brings the best value to the City will be presented to the committee at the April 2019 meeting for consideration.

The contract for parking management services has not been updated since 1991. The purpose of the solicitation was to address many items that weren't included in the original scope and ensure that the cost for these services remains competitive. Key items included in the scope that weren't outlined in the current contract include greater clarity in the following areas:

- Expectations of Management Staff to ensure key management personnel is dedicated to the City of Birmingham during business hours;
- Revenue Control and Program Management specifications to increase internal control protocols, which involves technological advances that didn't exist when the original contract was drafted;
- Specifications for cleaning and maintenance of the facility and equipment to support off-street parking are articulated clearly with a sample checklist provided for daily, quarterly, and annual activities; and

- Customer service and appearance guidelines for all employees are set forth in the RFP.

The responses to the RFP have achieved the objectives sought by the Committee. Once the parking management services contract is finalized, the committee can begin moving forward with the recommendations as provided in the Parking Strategies Report completed in Fall 2018.

Legal Review:

The City attorney worked with counsel at SP Plus to finalize the contract terms, which concluded at the end of June satisfactorily.

Fiscal Impact:

The Automobile Parking System would sustain a monthly management fee not to exceed \$3,875 and the APS would have a one-time fee for the mobilization costs of \$12,000 and monthly subscription fee of \$1,500 per month. The monthly management fee is the same fee that is currently being paid for SP Plus services. The costs for application development and launch were included in the budget for the current fiscal year for a total of \$40,000. The City will expend \$28,000 less than anticipated for the mobile app development. The total annual impact to the APS would be \$76,500 to ensure consistent operations as well as development of and maintenance of a customized integrated mobile parking app for the City.

Summary:

SP Plus (National Garages) has been serving the City of Birmingham since April 1954 before there were elevated parking decks in the parking system and only surface lots. They have successfully worked through major transition with the City for over 60 years. The APC commended their willingness to respond to several ad hoc requests for parking studies and other services that fell outside of their scope over the years and made positive remarks prior to offering their recommendation.

The City Commission is being asked to consider authorization to renew the renegotiated contract terms with SP Plus and approve them to proceed with the development of the mobile parking application.

Attachments:

Contract for Parking Management Services
SP Plus Proposal to City of Birmingham
RFP for Parking Management Services
April 3 Meeting Summary

Suggested Resolution:

To authorize an agreement with SP Plus to support the Parking Management Operations for the five City owned parking decks and off-street surface lots for a total monthly management fee not to exceed \$3,875 to be paid from the Automobile Parking System fund with costs distributed equally between garages as general administration and the costs for mobile application development and maintenance for a one- year monthly subscription of \$1,500 in an amount not to exceed \$18,000 through fund 585-538.001-981.0100, and direct the Mayor and Clerk to sign the agreement on behalf of the City.

BIRMINGHAM CITY COMMISSION MINUTES

JULY 8, 2019

MUNICIPAL BUILDING, 151 MARTIN

7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

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

Absent: None

Administration: City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, City Attorney Ballard, Police Chief Clemence, Planning Director Ecker, DPS Manager Filipski, City Clerk Mynsberge, Fire Chief Wells, DPS Director Wood

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

07-171-19 ANNOUNCEMENTS

- City Engineer O'Meara shared with the City Commission and City Administration awards and recognition received for the North Old Woodward Avenue Project.
 - Michigan Concrete Paving Association Award of Excellence
 - American Council of Engineering Companies of Michigan Merit Award
 - American Public Works Association Quality of Life Award – State Chapter
 - American Public Works Association Quality of Life Award – Local Chapter
- A reminder that the Citywide Master Plan Drop-In Clinic will be open on Tuesday, July 9 and Wednesday, July 10, from 9 a.m.-7:30 p.m. It is being held at 255 S. Old Woodward in downtown Birmingham. Everyone is invited to stop by and learn more about the process as well as lend your voice to planning the City's next 20 years.
- 2019 In The Park Summer Concert Series in Shain Park continues on Wednesday, July 10th, Noon - 2:00 p.m. with Siloam Pool playing Soul and Smooth Jazz, followed at 7:00 p.m. with Steve Aho playing Pop and Rock. In addition, on Wednesday, July 17, Audrey Ray Country Music at 7 p.m. Again, all in Shain Park.
- An information session on the Birmingham N.O.W. (North Old Woodward) Project is planned for July 16, 2019 at 6:30 p.m. at the Birmingham-Bloomfield Art Center (BBAC) located at 1516 S. Cranbrook Road in Birmingham. All are invited to attend.

07-172-19 APPOINTMENT TO THE MUSEUM BOARD

Current member Judith Keefer was up for reappointment but did not attend the meeting.

Commissioner Hoff expressed concern about Ms. Keefer's attendance record and was hoping to speak with her about it. Since she was not in attendance tonight, Commissioner Hoff requested that the commission postpone the appointment.

07-173-19 APPOINTMENTS TO THE GREENWOOD CEMETERY ADVISORY BOARD

The Commission interviewed current members Margaret Suter and Linda Buchanan.

MOTION: Motion by Mayor Pro Tem Boutros:

To appoint Margaret Suter as a regular member to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2022.

VOTE: Yeas, 7
 Nays, 0

MOTION: Motion by Commissioner Harris:

To appoint Linda Buchanan as a regular member to the Greenwood Cemetery Advisory Board to serve a three-year term to expire July 6, 2022.

VOTE: Yeas, 7
 Nays, 0

City Clerk Mynsberge administered the Oath of Office to the appointees.

IV. CONSENT AGENDA

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

07-174-19 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

Commissioner Hoff:	Item J, Cost Sharing Agreement for Local Road Improvement Matching Fund Program
	Item M, Agreement with SP Plus
Mayor Bordman:	Item B, Special Commission Meeting Minutes, June 20, 2019

Recusals:

Mayor Pro Tem Boutros	Items A and B, due to absences
Commissioner DeWeese	Item B, due to absence
Commissioner Harris	Item C, due to absence

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Boutros:
To approve the Consent Agenda, excluding Items B, J, and M, and noting the recusals.

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

- A. Resolution approved the Joint City Commission/Planning Board meeting minutes of June 17, 2019.
- C. Resolution approving the Regular City Commission meeting minutes of June 24, 2019.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated June 26, 2019 in the amount of \$671,522.58.
- E. Resolution approving the warrant list, including Automated Clearing House payments, dated July 3, 2019 in the amount of \$1,016,760.20.
- F. Resolution approving the appointment of election inspectors, absent voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the August 6, 2019 Special Election pursuant to MCL 168.674(1), setting 10:00 a.m. as the start time for the absent voter counting board, and granting the City Clerk authority to make emergency appointments of qualified candidates should circumstances warrant to maintain adequate staffing in the various precincts, counting boards and receiving boards.
- G. Resolution approving the purchase of a Lucas III Chest Compression System from Stryker out of account number 101-336.000-971.0100 in the fiscal year 2019-2020 budget, for a cost of \$16,221.77.
- H. Resolution approving the purchase of a Stryker Power-PRO XT stretcher out of account number 101-336.000-971.0100 in the fiscal year 2019-2020 budget, for a cost of \$16,748.37.
- I. Resolution approving the purchase of a 26-foot, enclosed, triple-axle trailer out of account number 101-336.000- 971.0100 from the fiscal year 2019-2020 budget, for \$9,375.00 from Howland's Trailer & Truck Accessories. Pertaining to the Local Road Improvement Matching Fund Pilot Program.
- K. Resolution setting a public hearing date of August 5, 2019 to consider amendments to Article 4, Section 4.18(A) for structures excluded from height standards, 4.19(A) for height standards in the MX Zone, Article 5, Section 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 for rooftop use standards, and Article 9 Definitions for Building Height, Building Height, Overlay, and Rooftop.
- L. Resolution authorizing the expenditure of \$10,781.85 to re-stripe the Park Street, Peabody, Pierce, and Chester Street garages using Accurate Parking Lot Services to complete the work to be paid by the Automobile Parking System.

07-175-19 Oakland County Pilot Local Road Improvement Program (ITEM J)

Commissioner Hoff questioned if the City is receiving a 50% matching grant for this project, and since the cost is \$728,000.00 why is the City only getting only \$125,291.00. She further went on to say that she knows what improvements are happening on Bowers, but wants to know what is being done on Elm.

City Engineer O'Meara explained the project was sized based on what the City feels was needed for that street and the County offered \$125,291.00. The City may spend more than what was matched by the county, and it will. The project scope is for water main replacement and asphalt resurfacing on Elm, one block south of Bowers to Woodward.

MOTION: Motion by Commissioner Hoff, and seconded by Commissioner Sherman:
To authorize the Mayor to sign the cost sharing agreement with Oakland County

VOTE: Yeas, 7
 Nays, 0

07-176-19 Parking Management Services Operator Contract Renewal (ITEM M)

Commissioner Hoff found all the different figures proposed confusing and wanted clarity on what is up for approval. With the total bid at \$1,681,430.00, why are we being asked to approve \$46,500.00 tonight?

Assistant City Manager Gunter explained that \$1,681,430.00 is the operating cost and was approved through the budgeting process. Tonight, the commission is being asked to approve the management fees to oversee staff, permitting, etc.

Commissioner Hoff asked when \$1.6 million was allocated in the budget, does that include management fees. Assistant City Manager Gunter replied no, and explained that management fees are separate from operating costs and the City pays management fees every year.

Commissioner Hoff asked about the purchase of a dedicated power washer with the necessary trailer and pickup truck totaling \$66,000. Assistant City Manager Gunter expressed that SP Plus, as a unique characteristic of their bid, offered to buy equipment for the garage to make them more efficient in their delivery model. They are making that purchase on behalf of the City. It is not an additional cost for the City.

Commissioner Hoff asked about the new parking garage card readers referred to as ParkConnect.

Assistant City Manager Gunter replied that the ParkConnect is a reader that can be paired with the SKIdata machine. It allows online subscribers to wave their phone at the reader and their accounts would be charged appropriately reducing queuing time. SP Plus is offering to purchase the system and pay the subscription fee for a year.

Mayor Bordman is excited to hear about the additions that SP Plus is offering, however she is a little confused about SP Plus offering to pay for the 1st year subscription of ParkConnect; but the suggested resolution is agreeing to a one-year monthly subscription. Assistant City Manager Gunter explained that ParkConnect is separate from this proposal. What is included in the

resolution is the cost for a customized mobile parking application that is being put together and the one-year subscription fee payable when the application is available to users.

MOTION: Motion by Commissioner Hoff, and seconded by Commissioner DeWeese:
To authorize an agreement with SP Plus to support the Parking Management Operations for the five City owned parking decks and off-street surface lots for a total monthly management fee not to exceed \$3,875 to be paid from the Automobile Parking System fund with costs distributed equally between garages as general administration and the costs for mobile application development and maintenance for a one- year monthly subscription of \$1,500, beginning upon execution, in an amount not to exceed \$18,000 through fund 585-538.001-981.0100, and directing the Mayor and Clerk to sign the agreement on behalf of the City.

VOTE: Yeas, 7
 Nays, 0

07-177-19 APPROVAL OF JUNE 20, 2019 SPECIAL CITY COMMISSION WORKSHOP MINUTES (ITEM B)

Mayor Bordman corrected, page 9, 2nd full paragraph, general liability from \$300,000.00, to \$3,000,000.00.

MOTION: Motion by Commissioner Sherman, and seconded by Commissioner Nickita:
To approve the minutes of June 20, 2019 Special City Commission Workshop as corrected.

VOTE: Yeas, 7
 Nays, 0

V. UNFINISHED BUSINESS

None

VI. NEW BUSINESS

07-178-19 PUBLIC HEARING OF NECESSITY FOR 2019 CAPE SEAL PROGRAM

Mayor Bordman opened the public hearing at 8:00 p.m.

Department of Public Services Manager Filipski presented the item with an explanation as to why Lakeview, which was included in the first round of notifications, was not included in this suggested resolution. Subsequent to the notifications, residents on Lakeview were successful in obtaining the required signatures for an upgrade petition for fully improved roads.

Commissioner DeWeese asked when would the improvements to Lakeview from Oak to Harmon come before the Commission. Manager Filipski indicated it is a more intense process than the Cape Seal program and expects to have a suggested resolution within a few months. If the residents change their minds, it would have to come back before the commission to include in the Cape Seal program.

Commissioner Hoff clarified that it would be all of Lakeview. She went on to ask why Northlawn and Worth are not being done in their entirety. Mr. Filipski explained that the sections indicated are one-offs in the middle of what are otherwise improved blocks.

PARKING MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), is entered into this 3rd day August 2021, by and between the City of Birmingham, a Michigan Municipal Corporation with offices at 151 Martin Street, Birmingham, MI 48012 (the "City") and SP Plus Corporation, a Delaware corporation with offices at 200 East Randolph Street, Suite 7700, Chicago, IL 60601 ("SP").

WITNESSETH:

WHEREAS, the City presently owns or controls parking facilities with approximately 3,579 parking spaces and has the authority to contract for the management of such facility; and,

WHEREAS, SP is an experienced operator and manager of parking facilities; and,

WHEREAS, the Parties desire to enter into a management agreement on the terms set forth below.

NOW, THEREFORE, the City and SP agree as follows:

1. Management of Parking Structures. Subject to the terms and conditions set forth in this Agreement, the City hereby agrees to retain SP to manage five parking structures at the locations described in Exhibit "A" (collectively, the "Premises"). The Premises includes all parking levels, entrance and exit ramps continuous from the street grade, and all passenger waiting areas for all five structures.
2. Term. The initial term of this Agreement shall be for a period of 1 year commencing on September 1, 2021. This Agreement may be extended by mutual written agreement of the parties for one year periods, within sixty (60) days of the expiration of the then-current term of this Agreement. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.
3. Scope of Services. SP shall:
 - a. Operate and manage the Premises as a parking facility and render the usual and customary services incidental thereto in a professional, businesslike and efficient manner. The City reserves the right to establish hours of operation and parking rates for the Premises.
 - b. Employ sufficient experienced and qualified personnel who will be neatly uniformed, courteous to the public and responsible for performing the services required under this Agreement.

- c. Collect parking fees from customers.
- d. Maintain any and all parking equipment in good operating condition, and maintain the Premises in a clean and orderly manner according to standards reasonably acceptable to the City.
- e. Purchase supplies necessary for the operation of the Premises.
- f. Promote parking availability at the Premises through an appropriate mix of sales channels including SP's own websites and third party marketing providers, as approved by the City from time to time.
- g. Remotely monitor the Premises from SP's off-site call center 24 hours per day, Mondays through Saturdays, in order to assist parking customers with their use of the parking and revenue control equipment at the Premises and to provide other customer services support.
- h. Maintain a mobile parking application which provides support for: network communication and security; server hosting licensing; epFinder application support; PARCS integration maintenance support and insight analytics access. The City acknowledges that the parking application shall be considered SP's Intellectual Property (as defined in Section 14 below) and that, notwithstanding any customization of the application for the purpose of SP's management of the Premises, the City shall not assume ownership of the application at any time.
- i. Advise and cooperate with the City in the development and implementation of rules and regulations applicable to the Premises, and enforce such rules and regulations as the City shall adopt. Promptly notify the City of any matter that requires the City's attention.

4. Budget: Operating Expenses.

- a. SP shall annually prepare and deliver to the City a proposed budget, for the City's approval, reflecting the Gross Receipts and Operating Expenses that SP expects to receive and incur, respectively, during the City's forthcoming calendar year (the "Budget"). See Exhibit A.
- b. Pursuant to the annual approved Budget, the City shall pay SP for all expenses as provided as in Exhibit A, charges and administrative costs incurred by SP in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "Operating Expenses"). Operating Expenses shall include:
 - i. SP employees' salaries and employee expenses and taxes including approved wages, bonuses and other compensation of all employees performing services under this Agreement and SP's payment to their

employee benefits including, but not limited to, life, medical and disability insurance and retirement benefits;

- ii. Expenditures for ordinary and nonstructural repairs and maintenance to maintain the Premises;
- iii. Expenditures for equipment, supplies, utilities, insurance (with rates and pre-claim charges established by SP and set forth in the Budget for the coverages required under this Agreement), governmental fees and assessments relation to the operation of the Premises;
- iv. Regulations and payment card industry standards;
- v. Uniforms;
- vi. Supplies and cleaning supplies;
- vii. Any applicable sales, parking, use, excise, gross receipts, or other taxes or charges due to taxing authorities (collectively, "Sales Tax");
- viii. Telephone and utilities, except to the extent paid directly by the City;
- ix. Bookkeeping and administrative services only attributable to servicing the City of Birmingham;
- x. Computerized accounts receivable service and banking and credit card system services;
- xi. Postage and freight, tickets, paper and reporting forms;
- xii. Operating expenses shall also include any expenses not listed above that are approved by the City prior to expenditure. All excess expenditures shall be requested in writing by SP. SP may deduct Operating Expenses from Gross Receipts to the extent sufficient. If Gross Receipts are insufficient to pay all Operating Expenses, Section 8 below shall apply. Upon this occurrence, written notice must be given to the City.

c. Operating Expenses shall not include:

- i. Costs of maintenance and repair required of the City hereunder; and
- ii. The City's costs associated with its ownership of the Premises, including building insurance, real estate taxes and assessments, and such costs and expenses as may be necessitated to comply with the Americans with Disabilities Act.

- d. If the City disputes any Operating Expense, the City shall give SP written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

5. Gross Receipts; Sales Tax; Net Profit.

- a. All Gross Receipts (defined below) shall be deposited in a federally insured bank account maintained by SP. "Gross Receipts" shall mean all cash earned and collected by SP for the parking and storage of motor vehicles at the Premises, whether on an hourly, daily, weekly or monthly basis, less all refunds, discounts and allowances made by SP to its customers.
- b. SP shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by SP.
- c. "Net Profit" shall mean the balance remaining after deducting all Operating Expenses from Gross Receipts. All Net Profit less SP's Management Fee (defined in Section 6 below) shall be paid to SP concurrently with delivery of the monthly statement required in Section 7 below.

6. Management Fee. As compensation for SP's services, the City shall pay SP a Base Fee plus an Incentive Fee as follows (collectively, the "Management Fee"):

- a. A parking management base fee of \$1,937.50 per month, a Remote Management Service fee of \$7,265.00 (\$1,453.00 per parking structure) per month, and a mobile parking application fee of \$1,500 per month, prorated for any partial month (together, the "Base Fee"). On the anniversary of the Commencement Date, the Management Fee shall automatically increase by three percent (3%); and
- b. An incentive management fee of up to \$1,947 per month (the "Incentive Fee") according to key performance indicators, as outlined in Exhibit "B", attached hereto and incorporated herein.

7. Monthly Reporting.

- a. Within fifteen (15) days after the end of each month, SP shall provide to the City a statement showing all Gross Receipts, Operating Expenses, the Management Fee and net Profit for the preceding month.
- b. SP shall keep complete and accurate reports and records (collectively, the "Records") of Gross Receipts, Operating Expenses and Net Profit relating to the Premises. Such Records shall be kept in accordance with good accounting

practices. SP shall permit the City to inspect SP's records at SP's offices during reasonable business hours.

8. Reimbursement of Deficit. If Gross Receipts during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, the City agrees to pay SP the deficit within ten (10) days after receipt of SP's monthly statement required in Section 7 above.
9. SP's Insurance Coverages. SP 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 carriers acceptable to the City.
 - a. Workers' Compensation Insurance: SP 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: SP 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: The 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 \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. No-fault coverage having minimum required limits in accordance with state laws. 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. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of

Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

- f. Proof of Insurance Coverage: SP 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;
 - 5) Certificate of insurance for the above coverages and a verification letter from SP's insurance broker will be provided to the City.
- g. 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 prior to the expiration date.
- h. Maintaining Insurance: Upon failure of Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
10. Indemnification. To the fullest extent permitted by law, SP agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City 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 behalf of the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of the acts, omissions, negligence or breach of this Agreement by SP. Such indemnification shall not include liability for damage caused by or resulting from the negligent acts or omissions of the City, its elected or appointed officials, employees, volunteers or others working on behalf of the City, or third parties at the Premises.
11. Dispute Resolution. 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.

12. Condition and Use of Premises.

- a. The City warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises are and shall, at the City's expense, be kept in good condition and repair for use as a parking facility.
- b. The City warrants and covenants that it has obtained or will obtain all licenses and permits that are a prerequisite to SP's performance of its duties hereunder.
- c. The City represents and warrants that all revenue control equipment and systems provided by the City that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Premises during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by the City or its contractors must be compliant with PCI DSS and FACTA.

13. Equipment and Improvements. SP shall, on behalf of the City and subject to reimbursement as provided below, purchase and utilize at the Premises the equipment and vehicle (together, the "Equipment") described in Exhibit "C" which is attached hereto and is incorporated herein by reference. SP shall be responsible for maintenance and repair of the Equipment (The "Equipment Costs"); provided, however, that any Equipment Costs incurred by SP shall be deemed reimbursable Operating Expenses. Title to the Equipment shall be retained by SP and the City shall not own the Equipment at any time.

14. Intellectual Property. SP hereby grants to the City, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use SP's intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the "Intellectual Property"), to the extent related to SP's administration, management and operation of the Premises. Upon termination of this

Agreement for any reason, SP shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and the City shall refrain from all further use of the Intellectual Property.

15. The City's Obligations. The City, at its expense, shall be responsible for the following:

- a. Except for the custodial duties expressly delegated to SP herein, all repair and maintenance of the premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems, paving painting, striping directional signs, fencing, parking booths, landscaping, windows and doors, plate glass, driveways, sidewalks and curbs (including curb cuts), elevators, man lifts and escalators, sealing and waterproofing, electrical or mechanical systems or equipment including traffic control devices used at or in the premises, and all structural repairs.
- b. Alterations, improvements or repairs that the City deems necessary or are required by statutes, regulations or governmental requirements pertaining to air quality, environmental protection or persons with disabilities.
- c. All installation, removal, replacement or modification of signage at the premises as may be required by law or desired by the City in order to adhere to the Manual on Uniform Traffic Control Devices (the "MUTCD") or similar standards.
- d. Safety and/or security personnel and equipment. The City expressly acknowledges that SP does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor does City's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. The City shall determine, at City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the premises.

16. Licenses and Permits. SP shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over SP's operations at the premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by SP shall be deemed an operating expense.

17. Laws and Ordinances. SP shall not use all or any part of the premises for any use or purpose which is (i) forbidden by, or in violation of law of the United States, any state law or any city ordinance, or (ii) may be dangerous to life, limb or property.

18. Relationship to the Parties. This Agreement shall not be construed or considered to be a partnership, joint venture, or any other type of joint business venture and at all times SP shall be an independent contractor. The Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under

this Agreement. SP shall not act as an agent or representative of the City, superficially or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.

19. Force Majeure. Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fee shall be due to SP if it suspends operations for any such cause or event for the period of suspension.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
21. Approvals. Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.
22. Waivers. No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.
23. Severability. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

24. **TERMINATION**.

- (a) Breach. Either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days.
- (b) Termination of Disqualifying Interest. 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 SP, the City shall have the right to terminate this Agreement without further liability to SP if the disqualification has not been removed within thirty (30) days after the City has given SP 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.
- (c) In addition to any termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.

25. Notice of Potential Action. If SP 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.

26. Notices. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

CITY

City of Birmingham
Attn: Scott Grewe
Operations Commander
Birmingham Police Department
151 Martin Street
Birmingham, MI 48009
248-530-1883

SP

SP Plus Corporation
Attn: Legal Dept.
200 East Randolph Street, Suite 7700
Chicago, IL 60601

With copy to SP Plus Corporation, Attn: COO,
200 East Randolph Street, Suite 7700,
Chicago, IL 60601

27. 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.

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained this Agreement. This Agreement may be amended only by written agreement of the parties.

SIGNATURE PAGE TO FOLLOW

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

CONTRACTOR

SP PLUS CORPORATION

By: *James F. Buczek*

James F. Buczek
Chief Operations Officer
Commercial Division

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 13 day of AUGUST, 2021, before me personally appeared James F. Buczek, Chief Operations Officer, Commercial Division, of SP Plus Corporation, who acknowledged he has the authority to sign this Agreement.



Matthew W. Lakoma III
Notary Public

County, Illinois
Acting in COOK County, Illinois
My commission expires: 2/13/2023

CITY OF BIRMINGHAM

By: _____
Pierre Boutros
Its: Mayor

By: _____
Alexandria Bingham
Its: City Clerk

Approved:

Thomas M. Markus
Thomas M. Markus, City Manager
(Approved as to substance)

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

Jana Ecker
Jana Ecker, Assistant City Manager
(Approved as to substance)

Mary M. Kucharek
Mary M. Kucharek, City Attorney
(Approved as to form)



MEMORANDUM

Police Department

DATE: August 11, 2021

TO: Thomas M. Markus, City Manager

FROM: Scott Grewe, Operations Commander

SUBJECT: Stop Sign Request (Ravine at Ferndale and Brookside)

INTRODUCTION:

The police department received an email on June 21, 2021 from resident Kate Safford regarding people speeding on Ravine (attached). Staff spoke with Ms. Safford who stated vehicles coming off Old Woodward and turning south onto Ferndale were speeding. She believed a good portion of the issue was related to carry out service at Market North. However, Ms. Safford further stated the curve of the intersection and landscaping caused safety concerns due to reduced visibility.

BACKGROUND:

The intersection of Ferndale and Ravine only has a stop sign for northbound traffic on Ferndale at Ravine. There is no traffic control from the alley to the north, or on Ravine. Ms. Stafford noted some of the neighbors have suggested a 4-way stop at this intersection. Ravine is a curved roadway, and as a result, gives drivers limited sight distance at Ferndale when exiting the alley to see approaching vehicles from either direction on Ravine.

Staff contacted Fleis & Vandenbrink (F&V) and asked they review the intersection and provide a recommendation. F&V conducted a review of the intersection and agreed with resident concerns advising the sight lines did not provide adequate sight distance at the intersection of Ravine and Ferndale. Additionally, F&V also examined the intersection of Ravine and Brookside and concluded that it also had sight line concerns.

LEGAL REVIEW:

None

FISCAL IMPACT:

Signage will be ordered and installed by DPS. Cost of the signs is expected to be approximately \$200.

SUMMARY:

Staff received a complaint from a resident regarding the safety of the intersection at Ravine and Ferndale requesting a 4-way stop be installed. The City's consultants were contacted and conducted a review. While there was no accident data to suggest the intersection was unsafe, F&V noted the sight distance was not adequate and recommended a 4-way stop be installed.

F&V also reviewed the intersection of Ravine and Brookside due to its close proximity and came to the same conclusion. Therefore, F&V also recommend a stop sign for southbound Brookside at Ravine. (See attached report from F&V)

This was reviewed by the Multi-Modal Transportation Board (MMTB) at their August 5, 2021 meeting. The MMTB passed a recommendation to the City Commission to approve the installation of the stop signs recommended by F&V at both locations.

ATTACHMENTS:

1. Email complaint from resident Kate Safford.
2. F&V Report.
3. Memo to the MMTB.
4. Minutes from the August 5, 2021 meeting of the MMTB.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the installation of a 4-way stop control at the intersection of Ferndale and Ravine and the installation of a stop sign on the southbound approach of Brookside at Ravine.

On Mon, Jun 21, 2021 at 8:20 PM Kate Safford <katesafford@sbcglobal.net> wrote:
Loved your update BTW - concise, nothing but the facts, just straight-forward facts.

On a separate note, my husband and I live on Ravine (a block from Market North corner and the newly renovated "Red" Studio to become a restaurant soon). How do we get the police to put up mph signs?? Now we have all kinds of people speeding up our street, turning around in and out of the alley (we are the stone and tile house at 211 - the alley is next to our home), and driving around the block because there is no parking for their pickup. I can't believe that the "City" allowed another restaurant in this neighborhood. There's already no parking. I'm not kidding, folks pass by the restaurant, go around the curve and speed up the street. Someone, perhaps a child will be killed. Some of the neighbors have suggested a 4-way stop at Ravine and Ferndale. We sit out on our porch in the evening, and now it's loud. Where shall we start? We knew Chief Studt, but he's gone. Shall I bring this up on the "Bang the Table website?"

I am copying you Brad because you are in the neighborhood as well. It's truly gotten crazy. Perhaps we need a car counter or something to check out the traffic increase and perhaps a speed calculator?

Kate Safford
248-867-3442

MEMO

VIA EMAIL

To: Cmdr. Scott Grewe, Operations Commander
Birmingham Police

From: Julie M. Kroll, PE, PTOE
Nick Van Heck, EIT
Fleis & VandenBrink Engineering

Date: July 29, 2021

Re: Ferndale Ave. and Ravine Rd. Multi-Way Stop Evaluation

Fleis & VandenBrink (F&V) staff is pleased to present this memorandum to the City of Birmingham for your use evaluating the intersection of Ferndale Avenue & Ravine Road. The City of Birmingham has received input from neighborhood residents regarding the safety of this intersection and requested an evaluation to determine what mitigation measures should be considered.

F&V performed a field review to evaluate the intersection and it was determined that multi-way stop control should be considered. Therefore, further analysis was performed to determine if this mitigation is recommended in accordance with the guidance outlined in the *Michigan Manual of Uniform Traffic Control Devices (MMUTCD)* Sections 2B.04, 2B.06, and 2B.07. Additional information is provided in the American Association of State Highway and Transportation Officials (AASHTO) *Geometric Design of Highway and Streets (Green Book)*. The results of the analysis and the recommendations are included herein.

INTERSECTION CONTROL ANALYSIS

The study intersection of Ferndale Avenue & Ravine Road is a four-leg intersection that provides stop-control only on the northbound approach (south leg) of Ferndale Avenue. Section 2B.07 of the *MMUTCD* provides a set of criteria to evaluate in order to determine when the installation of multi-way stop should be considered at an intersection. The applicable criterion includes the evaluation of the *Crash History* and *Sight Distance* at the intersection.

CRASH HISTORY

Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions. Not met.

A crash analysis for the study intersection was performed and the most recent 10-years of available data (2011-2020) was collected from *Michigan Traffic Crash Facts*. The results of the analysis showed one weather related crash that occurred March 2014. Therefore, no correctable crash history was identified at this intersection.

SIGHT DISTANCE

Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop. Met.

The intersection sight distance evaluation is shown on the attached exhibit and shows that there is not adequate sight distance to support the existing intersection operations. Therefore, an All-Way Stop controlled intersection is recommended for Ferndale Avenue and Ravine Road.

Additionally, during the field review it was identified that the adjacent intersection at Brookside Avenue does not provide a Stop sign on this minor street approach. Due to the sight distance limitations on Ravine Road, it is recommended that a Stop sign is provided on the Brookside Ave. approach.

27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334

P: 248.536.0080

F: 248.536.0079

www.fveng.com

RECOMMENDATIONS

1. Provide All-Way Stop control at the Ferndale Road & Ravine Road intersection.
2. Provide a Stop sign on the Brookside Ave. approach at Ravine Road.

If you have any questions or concerns regarding this engineering analysis, please contact our office.

NVH:jmk



FIGURE 1

SITE DISTANCE

FERNDALE AVE. AND RAVINE RD. - BIRMINGHAM , MI

LEGEND



SITE LOCATION





MEMORANDUM

Engineering Dept.
Planning Dept.
Police Dept.

DATE: July 30, 2021

TO: Multi-Modal Transportation Board

FROM: Jim Surhigh, City Engineer
Jana Ecker, Planning Director
Scott Grewe, Police Commander

SUBJECT: Signage Request on Ravine

INTRODUCTION

The police department received an email on June 21, 2021 from resident Kate Safford regarding people speeding on Ravine (attached). Staff spoke with Ms. Safford who stated vehicles coming off Old Woodward and turning south on Ferndale were speeding. She believed a good portion of the issue was related to carry out service at Market. However, Ms. Safford stated the curve of the intersection and landscaping caused safety concerns due to reduced visibility.

BACKGROUND

The intersection of Ferndale and Ravine only has a stop sign for northbound traffic on Ferndale at Ravine. There is no traffic control from the alley, or on Ravine. Ms. Stafford noted some of the neighbors have suggested a 4-way stop at this intersection. The roadway on Ravine curves to the west of the intersection, and gives drivers limited sight distance at Ferndale and the alley to see cars east and west on Ravine.

SUMMARY

Staff contacted Fleis & Vandenbrink (F&V) and asked they review the intersection and provide a recommendation. The F&V report is attached.

SUGGESTED RECOMMENDATION

To install 4-Way Stop control at the Ferndale and Ravine intersection and provide a Stop sign on the southbound approach on Brookside Ave. at Ravine.

DRAFT

City Of Birmingham Multi-Modal Transportation Board

Thursday, August 5, 2021

151 Martin Street, City Commission Room 205, Birmingham, MI

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, August 5, 2021.

Acting Vice-Chair Katie Schafer convened the meeting at 6:03 p.m.

1. Rollcall

Present: Board Members Andrew Haig, David Hocker, David Lurie, Tom Peard, Katie Schafer

Absent: Chair Johanna Slanga; Board Member Doug White; Alternate Board Member Joe Zane; Student Representatives Lauren Morris, Justin Schoener, Alex Walters

Administration: Jana Ecker, Assistant City Manager
Laura Eichenhorn, City Transcriptionist
Scott Grewe, Police Operations Commander
Scott Zielinski, Assistant City Engineer

Fleis & Vandenbrink (F&V):

Julie Kroll

MKSK: Haley Wolfe

2. Introductions

3. Review Agenda

4. Approval of MMTB Minutes of July 8, 2021

Motion by Mr. Lurie

Seconded by Mr. Haig to approve the MMTB Minutes of July 8, 2021 as submitted.

Motion carried, 5-0.

ROLL CALL VOTE

Yeas: Lurie, Haig, Peard, Hocker, Schafer

Nays: None

5. Phase III – S. Old Woodward (Brown to Landon) - Update

6. S. Eton Corridor Study – Update

7. Ferndale / Ravine Intersection – Stop Sign Request

PC Grewe presented the item.

Acting Vice-Chair Scahfer said implementing the recommendation from F&V would likely make the intersection safer.

Motion by Mr. Lurie

Seconded by Acting Vice-Chair Schafer to recommend providing 1. An All-Way Stop control at the Ferndale Road & Ravine Road intersection; and, 2. A Stop sign on the Brookside Ave. approach at Ravine Road.

PC Grewe confirmed he would let Ms. Safford, the resident that raised the issue, know the outcome of the discussion.

Motion carried, 5-0.

ROLL CALL VOTE

Yeas: Lurie, Schafer, Haig, Peard, Hocker

Nays: None

8. Latham Street – Survey Results

9. Citywide Sidewalk Priorities

10. Meeting Open to the Public for items not on the Agenda

None.

11. Miscellaneous Communications

12. Next Meeting – August 5, 2021

13. Adjournment

No further business being evident, the board members adjourned at 7:14 p.m.

Jana Ecker, Planning Director



MEMORANDUM

Clerk's Office

DATE: August 23, 2021
TO: Tom Markus, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: 2021 Santa House

INTRODUCTION:

The Birmingham Shopping District has submitted a Special Event application to hold the 2021 Santa House event beginning weekends on November 27th through December 24th during various hours. Set-up for the event is to be coordinated with DPS during the week of November 15th. Tear-down is scheduled to begin the week of January 3, 2022 and will be coordinated with DPS.

BACKGROUND:

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

The Winter Markt and Santa House with Carriage Rides are the only two events scheduled in Birmingham in December. Both events are hosted by the Birmingham Shopping District and are intended to run concurrently.

In addition to welcoming Santa on Saturday, November 27, merchants will be offering specials and incentives to encourage shoppers to shop local for Small Business Saturday. The BSD will also set up a tent on the southwest corner of the sidewalk at Maple & Old Woodward that will offer holiday treats and incentives to shoppers.

BSD will continue to monitor the Covid-19 situation and follow the appropriate MDHHS and city guidelines

LEGAL REVIEW:
n/a

FISCAL IMPACT:
n/a

PUBLIC COMMUNICATIONS:

The Birmingham Shopping District notified residents and businesses details of the event by postcard mailed at least two weeks prior to the Commission meeting. Addresses were notified within 300 feet of the event space.

SUMMARY:

The City Commission is being asked to approve the 2021 Santa House to begin the weekend of November 27th with set-up to begin the week of November 15th. Tear-down is scheduled to begin during the week of January 3, 2022.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on August 4th, 2021. Notification addresses are on file in the Clerk's Office
3. Certificate of Insurance
4. Department Approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion to adopt a resolution approving a special event permit as requested by the Birmingham Shopping District to hold the 2021 Santa House beginning the weekend of November 27, 2021 through December 24, 2021 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, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

21-00011647

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application July 30, 2021

Name of Event Santa House

Detailed Description of Event (attach additional sheet if necessary) see attachment

Location Shain Park, SW corner of Maple & Old Woodward, Henrietta, W. Maple & S. Old Woodward

Date(s) of Event Weekends Nov. 27- Dec. 24, 2021 Hours of Event various

Date(s) of Set-up Week of November 15, 2021 Hours of Set-up details to be worked out with DPS

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

Date(s) of Tear-down week of January 3, 2022 Hours of Tear-down details to be worked out with DPS

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Jaimi Brook Person _____

Contact 248-530-1254 Phone _____

Contact Email jbrook@bhamgov.org

II. EVENT INFORMATION

1. Organization Type City
(city, non-profit, community group, etc.)

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) TBD

3. Is the event a fundraiser? YES ☒ NO ☐
List TBD beneficiary _____
List TBD expected income _____
Attach information about the beneficiary.


4. First time event in Birmingham? YES ☐ NO ☒
If no, describe Santa House has been located in Shain Park for many years

5. Total number of people expected to attend per day 200

6. The event will be held on the following City property: (Please list)

☐ Street(s) _____
☒ Sidewalk(s) Southwest corner of Maple & Old Woodward for a 10'x10' tent
☒ Park(s) Shain Park

7. Will street closures be required? YES ☐ NO ☒

(Police Department acknowledgement prior to submission of application is required) (initial here) 

8. What parking arrangements will be necessary to accommodate attendance? On November 27 only, there will be free parking at the meters and the structures. Other days will be regular parking.

9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐
If yes, please provide number of staff to be provided and any specialized training received.

Describe BSD staff will be on-site as well as volunteers to help with line management and photos.

10. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required.) (initial here) 

Describe To assist with morning Santa Walk on Saturday, November 27, 2021

11. Will alcoholic beverages be served? YES ☐ NO ☒
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☐ NO ☒
 Live Amplification Loudspeakers
Recorded Time music will begin
Time music will end
Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? YES ☒ NO ☐
Number of signs/banners 2-4
Size of signs/banners 2'x3'
Submit a photo/drawing of the sign(s). **A sign permit is required.**

14. Will food/beverages/merchandise be sold? YES ☐ NO ☒
 - Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
 - You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
 - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

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

III. 1. EVENT LAYOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area

1. Will the event require the use of any of the following municipal equipment?
(show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$6.00 each includes 1 bag. For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$350.00/per dumpster per day.	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors - requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	2	(1) 10'x10' & (1) 10'x20'
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

Santa House

Santa House is located in Shain Park and offers an opportunity for children to visit with Santa and have their picture taken. A warming tent will be erected next to Santa House on Saturdays and Sundays November 27 - December 24, 2021.

We will be having a special welcome for Santa on the morning of Saturday, Nov. 27. This will involve Santa walking around the block. Per conversation with the BPD, it will not involve any street closures.

Complimentary horse drawn carriage rides will be offered with similar hours to Santa House.

The BSD has also invited the Birmingham Public Arts Board to collaborate on this event by having their volunteers decorate the spherical bollards in the park with holiday themed yarn/knit covers from November 27, 2021 through January 7, 2022.

Small Business Saturday

In addition to welcoming Santa on Saturday, November 27, merchants will be offering specials and incentives to encourage shoppers to shop local.

The BSD will also set-up a tent on the southwest corner of the sidewalk at Maple & Old Woodward that will offer holiday treats and incentives to shoppers.

We will continue to monitor the Covid-19 situation and follow the appropriate MDHHS and city guidelines.

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Santa House

EVENT DATE Weekends November 27 - December 24, 2021

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

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

 7-31-21
Signature Date

*By providing your e-mail to the City, you agree to receive news and notifications from the City.
If you do not wish to receive these messages, you may unsubscribe at any time.*

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

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

NOTIFICATION

August 4, 2021

TO: Property/Business Owner

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

NAME OF EVENT(S): 1) Winter Markt and 2) Santa House

LOCATION: 1) Shain Park (see reverse for map)
2) Shain Park

DATES & TIMES: 1) Winter Markt - December 3 - December 5, various hours
2) Santa House - weekends throughout holidays.

DATE/TIME OF CITY COMMISSION MEETING: Monday, August 23, 2021 at 7:30 pm

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655079760 You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: 151 Martin Street

PHONE: 248-530-1200

For questions on day of event, contact BSD Operations & Events Manager, Jaimi Brook at 248-508-5518

NOTIFICATION

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ADDRESS: 151 Martin Street

PHONE: 248-530-1200

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Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

ST JAMES CHURCH
355 W MAPLE RD
BIRMINGHAM MI 48009

Winter Markt
2021





michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001444020	7/1/2022	\$10,000,000
<u>Automobile Liability</u>			Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/15/2021

By: _____
Authorized Representative

DEPARTMENT APPROVALS

EVENT NAME: SANTA HOUSE

LICENSE NUMBER #21-00011647

COMMISSION HEARING DATE: 08/23/21

NOTE TO STAFF: Please submit approval by 08/17/21

DATE OF EVENT: WEEKENDS NOV 27-DEC 24

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	ND	-	N/A	\$0	\$0
BUILDING 101-000.000.634.0005 248.530.1850	MJM	Building can inspect during normal business hours.	Tents over 400SQFT	\$0	
FIRE 101-000.000-634.0004 248.530.1900	JDP	Follow all current MDHHS Covid-19 guidelines Tents over 400 sq. ft. require inspection by Fire Marshal and Building Department Fire extinguisher(s) required for all structures erected. ABC extinguisher, size 5 lb. Any heating devices require inspection by Fire Marshal		\$0.00	
POLICE 101-000.000.634.0003 248.530.1870	SG	On duty personnel will provide extra patrol.		\$0	\$0

PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	DPS will assist with this event including delivery, set up and removal.		\$6,500	
ENGINEERING 101-000.000.634.0002 248.530.1839	SDZ	Not affected, no permits required		0	0
SP+ PARKING	MHC	No Concerns			
INSURANCE 248.530.1807		Need to submit CoI, Hold Harmless Agreement	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters to be mailed by applicant no later than _____. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than _____.	Applications for vendors license must be submitted no later than _____.	\$165 pd	
				TOTAL DEPOSIT REQUIRED	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 8/18/21

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MEMORANDUM

Clerk's Office

DATE: August 23, 2021
TO: Tom Markus, City Manager
FROM: Alexandra Bingham, City Clerk
SUBJECT: Special Event - 2021 Winter Markt

INTRODUCTION:

The Birmingham Shopping District has submitted a Special Event application to hold the 2021 Winter Markt event on December 3-5, 2021 in Shain Park and on the surrounding streets. Set-up for the event is scheduled for Monday, November 29 – Friday, December 3. Set up will begin in Shain Park, Monday through Wednesday, 9am -8pm. On Thursday street closures will begin at noon.

Winter Markt hours of operation will be:

Friday, December 3	4:00 – 9:00 p.m.
Saturday, December 4	10:00 a.m. – 9:00 p.m.
Sunday, December 5	10:00 a.m. – 4:00 p.m.

Tear-down will happen on December 5 from 4:00 – 9:00 p.m.

BACKGROUND:

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

The Winter Markt and Santa House with Carriage Rides are the only two events scheduled in Birmingham in December. Both events are hosted by the Birmingham Shopping District and are intended to run concurrently.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

PUBLIC COMMUNICATIONS:

The Birmingham Shopping District notified residents and businesses details of the event by postcard mailed at least two weeks prior to the Commission meeting. Addresses were notified within 300 feet of the event space.

SUMMARY:

The City Commission is being asked to approve a special event permit for the 2021 Winter Markt to be held December 3-5, 2021. Set up will begin in Shain Park, Monday through Wednesday, November 29 - December 1, and on Thursday, December 2 street closures will begin at noon. Tear down will occur on the last day of the event, December 5 from 4:00 – 9:00 p.m.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on August 4, 2021. Notification addresses are on file in the Clerk's Office
3. Event site map
4. Certificate of Insurance
5. Department Approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion to adopt a resolution approving a special event permit as requested by the Birmingham Shopping District to hold the 2021 Winter Markt Friday, December 3 – Sunday, December 5, 2021 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.

21-00011648

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application July 30, 2021

Name of Event Birmingham Winter Markt

Detailed Description of Event (attach additional sheet if necessary) _____

A charming German style holiday market for everyone.

We will continue to monitor the Covid-19 situation and follow the appropriate MDHHS and city guidelines.

Location Merrill St., Bates St., Henrietta St., and Shain Park

Date(s) of Event December 3-5, 2021 Hours of Event 4-9 p.m., 10 a.m. - 9 p.m., 10 a.m. - 4 p.m.

Date(s) of Set-up Nov. 29 - Dec. 3, 2021 Hours of Set-up Shain Park M-W 9 a.m. - 8 p.m., street closure Th. 12 noon

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

Date(s) of Tear-down December 5 Hours of Tear-down 4-9 p.m.

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Jaimi Brook

Person _____

Contact 248-530-1254

Phone _____

Contact Email jbrook@bhamgov.org

II. EVENT INFORMATION

1. Organization Type city
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) TBD

3. Is the event a fundraiser? YES ☐ NO ☒
List _____ beneficiary _____
List _____ expected income _____
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe This is an annual event.

5. Total number of people expected to attend per day 4,000
6. The event will be held on the following City property: (Please list)
☒ Street(s) Merrill between Bates & Chester, Bates between Merrill & Martin,
Henrietta between Merrill & Martin
☐ Sidewalk(s) _____
☒ Park(s) Shain Park
7. Will street closures be required? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required) (initial here) [Signature]
8. What parking arrangements will be necessary to accommodate attendance? free parking in Chester and Pierce structures for the tree lighting on 12/3 only

9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐

If yes, please provide number of staff to be provided and any specialized training received.

Describe BSD staff will be on-site during the event.

10. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO ☐

(Police Department acknowledgement prior to submission of application is required.) (initial here) [Signature]

Describe on call status 1 2 police officers assigned to event.

11. Will alcoholic beverages be served? YES ☒ NO ☐

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☒ NO ☐

X Live X Amplification X X Loudspeakers

Recorded Time music will begin throughout the event

Time music will end 9 p.m. Friday and Saturday, 4 p.m. on Sunday

Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? YES ☒ NO ☐

Number of signs/banners 2-4

Size of signs/banners A-frame signs

Submit a photo/drawing of the sign(s). **A sign permit is required.**

14. Will food/beverages/merchandise be sold? YES ☒ NO ☐

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

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

III. I. EVENT LAYOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area

1. Will the event require the use of any of the following municipal equipment?
(show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	20	\$6.00 each includes 1 bag. For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	BSD will provide	\$350.00/per dumpster per day.	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	_TBD # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	approx. 50	various
Portable Toilets	4-6	
Rides		
Displays		
Vendors	TBD	TBD
Temporary Structure (must attach a photo)		
Other (describe)		

EVENT NAME Birmingham Winter Markt

EVENT DATE December 3-5, 2021

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

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


Signature

7-31-21
Date

*By providing your e-mail to the City, you agree to receive news and notifications from the City.
If you do not wish to receive these messages, you may unsubscribe at any time.*

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

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

NOTIFICATION

August 4, 2021

TO: Property/Business Owner

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

NAME OF EVENT(S): 1) Winter Markt and 2) Santa House
LOCATION: 1) Shain Park (see reverse for map)
2) Shain Park

DATES & TIMES: 1) Winter Markt - December 3 - December 5, various hours
2) Santa House - weekends throughout holidays.

DATE/TIME OF CITY COMMISSION MEETING: Monday, August 23, 2021 at 7:30 pm

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655079760 You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: 151 Martin Street

PHONE: 248-530-1200

For questions on day of event, contact BSD Operations & Events Manager, Jaimi Brook at 248-508-5518

NOTIFICATION

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Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

Winter Markt
2021

ST JAMES CHURCH
355 W MAPLE RD
BIRMINGHAM MI 48009



CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001444020	7/1/2022	\$10,000,000
<u>Automobile Liability</u>			Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/15/2021

By: _____
Authorized Representative

DEPARTMENT APPROVALS

EVENT NAME: WINTER MARKT

LICENSE NUMBER #21-00011648

COMMISSION HEARING DATE: 08/23/21

NOTE TO STAFF: Please submit approval by 08/17/21

DATE OF EVENT: DEC 3-5

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	ND	-	N/A	\$0	\$0
BUILDING 101-000.000.634.0005 248.530.1850	MJM	Tents over 400 SQFT. Require a permit. Fire marshal and Assistant building official to inspect tents after setup.		\$166.11	
FIRE 101-000.000-634.0004 248.530.1900	JDP	Follow current MDHHS Covid-19 guidelines. Tents over 400 Sq. Ft. require inspection and permit as stated by Building Dept. Fire extinguishers required for tents Egress approvals for tents by Fire Marshal inspection. Heating appliances require inspection and approval from Fire Marshal		\$0.00	
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and barricades for street closure. Temporary liquor license required from the LCC with City Commission and Chief of Police approval. Placement of signs indicating alcoholic beverages must remain within the closed		\$950	

		area where beverages are being served. Must have personnel to monitor the entrance/exit area to ensure no alcoholic beverages are removed from the closed area.			
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	Costs include: barricade placement and removal, sign/banner placement and removal, set up and clean-up costs. A hydrant permit must be obtained and event will be charged for water usage.	Hydrant permit	\$7,500	
ENGINEERING 101-000.000.634.0002 248.530.1839	sdz	Looks as though road closures are required. Class 3 barricades at end of closed streets needed.	Obstruction permit for road closure	\$65	\$65
SP+ PARKING	MHC	No Concerns			
INSURANCE 248.530.1807		Need to submit CoI, Hold Harmless Agreement	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters to be mailed by applicant no later than _____. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than _____.	Applications for vendors license must be submitted no later than _____.	\$165 pd	
				TOTAL DEPOSIT REQUIRED	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Rev. 8/18/21

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DATE: August 18, 2021

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Brooklyn Pizza Liquor License Renewal

INTRODUCTION:

Annually the City Commission is required by Chapter 10, Alcoholic Liquors, of the Birmingham Code of Ordinances to review the licenses of establishments which sell intoxicating liquor for consumption on the premises in the city and to consider the renewal of those licenses. As part of the review process investigations of each licensed establishment are conducted by the Building, Planning, Police, Fire and Finance Departments to determine whether the licensee is in compliance with all applicable city and state codes.

After reviewing the results of the annual investigation, the City Commission considers renewal of all existing licenses for consumption of intoxicating liquor on the premises in the city.

The City Commission already approved most liquor licenses at the February 22, 2021 meeting and the remaining licenses on March 22, 2021. Due to the timing, turnover, and short staffing in the clerk's office when Brooklyn Pizza was granted their initial request for a liquor license in 2019, they were not added to the list for renewals for 2020 or 2021.

BACKGROUND:

Brooklyn Pizza obtained approval for their initial liquor license at the December 9, 2019 City Commission meeting but was not included in the batch of liquor licenses to approve early in January of 2021.

At the time Brooklyn Pizza obtained their initial approval the clerk's office was critically short staffed and recovering from a November election. Due to the stress on the clerk's office, the initial commission approval paperwork for Brooklyn was not fully entered into BSA, therefore Brooklyn Pizza did not come up as an establishment to be reviewed and included in reports for renewable liquor licenses in 2021.

City staff found no violations or outstanding issues with Brooklyn Pizza. Reports are attached with this memo.

Also, while 2021 liquor licenses were being considered, the Mad Hatter was not in operation. Mad Hatter's license was approved on March 22, 2021 resolution #03-083-21, but because they were closed at the time, city staff was not able to fully inspect the

establishment. Since then Mad Hatter has reopened to serve; city staff re-inspected the property and found no issues.

LEGAL REVIEW:

The City Attorney has reviewed the suggested process and finds it in order.

FISCAL IMPACT:

Minimal, the only fee to collect is the liquor license renewal fee. Treasury confirmed there were no other outstanding financial issues.

PUBLIC COMMUNICATIONS:

The city clerk's office communicated with the Hani Abdelfatah, owner of Brooklyn Pizza, by phone, email, and certified mail to inform him of the clerical issue and the steps needed to get back on track.

SUMMARY

City staff recommends renewing the liquor license for Brooklyn Pizza for the 2021 season.

ATTACHMENTS:

- A. City Code – Sec. 10-40 reasons to object to the renewal of a liquor license.
- B. Department feedback regarding Brooklyn Pizza: building, planning, police, fire, treasury

SUGGESTED COMMISSION ACTION:

Make a motion to adopt a resolution approving the renewal of Brooklyn Pizza's liquor license for 2021.

Sec. 10-40. - Same—Standards.

The city commission may object to renewal of a license for consumption of intoxicating liquor on the premises for one or more of the following reasons:

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

(Code 1963, § 7.403(b); Ord. No. 1551, § 7.403(B), 3-15-93; Ord. No. 2067, 8-22-11)



Alex Bingham <abingham@bhamgov.org>

Brooklyn Pizza - Liquor License Renewal

Bruce Johnson <Bjohnson@bhamgov.org>

Wed, Jul 14, 2021 at 3:59 PM

To: Alex Bingham <abingham@bhamgov.org>

Cc: Mary Kucharek <mkucharek@bhlaw.us.com>, Mark Clemence <Mclemence@bhamgov.org>, Tom Markus <tmarkus@bhamgov.org>, Paul Wells <Pwells@bhamgov.org>, Jana Ecker <Jecker@bhamgov.org>, Jack Todd <jtodd@bhamgov.org>, Clerks Office <ClerksOffice@bhamgov.org>

Hi Alex,

Brooklyn Pizza recently completed an extensive renovation expanding their tenant space. We issued a temporary certificate of occupancy last August so they could open while completing planning department items noted during their final inspection at that time. Those items have been completed and a full certificate of occupancy was issued last month. I also looked at our code enforcement history and there are no active complaints. Since they recently received a full certificate of occupancy and there are no code enforcement violations, the building department would recommend approval. Let me know if you need something more formal than this email.

Bruce

[Quoted text hidden]

--

Bruce R. Johnson
Building Official
City of Birmingham
151 Martin Street
Birmingham, MI 48009
(248) 530-1842 Office
(248) 530-1292 Fax

[Quoted text hidden]

BUILDING DEPARTMENT

2021 LCC INSPECTION STATUS REPORT

FACILITY NAME	LOCATION	STATUS
LINCOLN HILLS GOLF COURSE	2666 W 14 MILE RD	APPROVED
TALLULAH WINE BAR & BISTRO	155 S BATES ST FL 1	APPROVED
COMMUNITY HOUSE	380 S BATES ST	APPROVED
ALL SEASONS OF BIRMINGHAM	111 ELM ST	APPROVED
BIG ROCK CHOP HOUSE	245 S ETON ST	APPROVED
GRIFFIN CLAW BREWERY	575 S ETON ST	APPROVED
FOREST GRILL	735 FOREST AVE STE 100	APPROVED
EMAGINE	209 HAMILTON ROW	APPROVED
BIRMINGHAM SUSHI CAFE INC	377 HAMILTON ROW	APPROVED
BROOKLYN PIZZA	111 HENRIETTA ST	APPROVED
WHOLE FOODS	2100 E MAPLE RD	APPROVED
SOCIAL KITCHEN	225 E MAPLE RD	APPROVED
PERNOI	310 E MAPLE RD	APPROVED
DICK O DOWS	160 W MAPLE RD	APPROVED
220 RESTAURANT HOSPITALITY LLC	220 E MERRILL ST	APPROVED
LASTRADA-CAFE	243 E MERRILL ST	APPROVED
MAD HATTER	185 N OLD WOODWARD AVE	APPROVED
THE MORRIE	260 N OLD WOODWARD AVE	APPROVED
FLEMINGS PRIME STEAKHOUSE	323 N OLD WOODWARD AVE	APPROVED
MARKET	474 N OLD WOODWARD AVE	APPROVED
SALVATORE SCALLOPINI RESTAURAN	505 N OLD WOODWARD AVE	APPROVED
LUXE BAR & GRILL	525 N OLD WOODWARD AVE	APPROVED
CHURCHILL'S	116 S OLD WOODWARD AVE	APPROVED
HYDE PARK STEAKHOUSE	201 S OLD WOODWARD AVE	APPROVED
BIRMINGHAM THEATER LLC	211 S OLD WOODWARD AVE	APPROVED
ADACHI RESTAURANT GROUP LLC	325 S OLD WOODWARD AVE STE	APPROVED
PHOENICIA RESTAURANT	588 S OLD WOODWARD AVE	APPROVED
TOWNHOUSE KITCHEN & BAR LLC	184 PIERCE ST	APPROVED
TOAST ENTERPRISES, LLC	203 PIERCE ST	APPROVED
ELIE'S MEDITERREAN GRILL	263 PIERCE ST	APPROVED
STREETSIDE RESTAURANT	273 PIERCE ST	APPROVED
SPRINGDALE GOLF COURSE	316 STRATHMORE RD	APPROVED
TOWNSEND HOTEL	100 TOWNSEND ST	APPROVED

BUILDING DEPARTMENT

2021 LCC INSPECTION STATUS REPORT

FACILITY NAME	LOCATION	STATUS
BELLA PIATTI LLC	167 TOWNSEND ST	APPROVED
SLICE/SIDECAR/SHIFT	117 WILLITS ST	APPROVED
HAZEL RAVINES & DOWNTOWN	34977 WOODWARD AVE	APPROVED
BISTRO JOE'S	34244 WOODWARD AVE	APPROVED

InspectionGroup.GroupType = LCC ANNUAL AND

2/2

InspectionGroup.DateStarted Between 12/1/2020 12:00:00 AM AND
8/1/2021 11:59:59 PM

AND

InspectionGroup.GroupNumber Does Not Contain ILCC21-0021



MEMORANDUM

Planning Division

DATE: August 19th, 2021

TO: Alex Bingham, City Clerk

FROM: Nicholas Dupuis, City Planner

SUBJECT: 111 Henrietta – Brooklyn Pizza

The subject business, Brooklyn Pizza, was approved by the City Commission on December 9th, 2019 for a Special Land Use Permit to operate a food and drink establishment with on premise consumption of alcoholic beverages under the City's bistro regulations.

The Planning Division performed an inspection on August 8th, 2020 and observed several unfinished elements on the building. The Planning Division returned on June 21st, 2021 and found that the work had been completed, and that the building exterior, interior, and site matched the approved site plans on file within the Planning Division.

At this time, the Planning Division has not observed any violations on the property, and has noted that the establishment has maintained the required 65 seat maximum within the bistro.



Birmingham Police Department

Mark H. Clemence, Chief of Police

August 19, 2021

Alexandria Bingham, City Clerk
151 Martin Street
Birmingham, MI 48009

City Clerk Bingham,

The police department has reviewed all police records pertaining to Brooklyn Pizza located at 111 Henrietta Street. No information was uncovered regarding any liquor violations or any other violations that would preclude Brooklyn Pizza from having their liquor license renewed by the City.

Respectfully submitted,

Mark H. Clemence
Chief of Police



CITY OF BIRMINGHAM FIRE DEPARTMENT

572 SOUTH ADAMS • BIRMINGHAM, MICHIGAN 48009 • 248.530.1900 FAX 248.530.1950

August 19, 2021

Alexandria Bingham
Birmingham City Clerk

The Birmingham Fire Department has reviewed all records pertaining to **Brooklyn Pizza** located at 111 Henrietta Street and have found no outstanding violations or issues relating to this business. This establishment has met all requirements related to all inspections conducted by the fire department.

Sincerely,

Jack D. Pesh
Fire Marshal



MEMORANDUM

(Treasury)

DATE: 8/19/2021

TO: Alexandria Bingham, City Clerk

FROM: Jack Todd, Deputy Treasurer

SUBJECT: Brooklyn Pizza Liquor License Renewal

It recommended that the City Commission approve Brooklyn Pizza's liquor license renewal. Brooklyn Pizza does not have any outstanding taxes, utility payments, invoices, or special assessments.

DATE: August 18, 2021

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Permanent Polling Location Change for Precinct 6

INTRODUCTION:

During preparation for the August 4th 2020 state primary it was apparent that City Hall, which hosts precinct 6 for Birmingham voters, was not a large enough space to comfortably accommodate election inspectors and voters with social distancing as recommended due to the COVID-19 pandemic.

For the November 3, 2020 General Election the city temporarily relocated precinct 6 voters to the Community House. The Community House was a great location and well received by the voters and election inspectors.

Since then the clerk's office has kept an open mind toward figuring out the best long-term solution for a permanent polling location for precinct 6.

BACKGROUND:

In June of 2021 the City Clerk walked through the Baldwin Library to scout out the available space to see if the library would be a good fit as a polling location.

The City Clerk collaborated with DPS staff and Library Director Rebekah Craft on weighing the pros and cons of each possible polling location to determine the overall best fit for the city.

It is my goal to be able to provide every voter and election inspector with a comfortable experience on Election Day. The Baldwin Library is not currently being used to host any other polling location, and has the adequate space to comfortably accommodate voters and election inspectors on Election Day. The Baldwin Library meets the accessibility and ADA requirements. City staff believes it would be most practical and beneficial to permanently locate precinct 6 voters to the Baldwin Library.

The deadline to change a polling location is Friday, September 3, 2021. As soon approved I will be working with the state to update the location and send notification by mail to the affected voters. Signs will be posted at City Hall to direct precinct 6 voters to the Baldwin Library on Election Day and there will be several informative news blasts as well as social media posts to notify voters.

LEGAL REVIEW:

City Attorney Mary Kucharek has been informed of this recommendation and supports it.

FISCAL IMPACT:

There will be a minor additional cost spent on the mailing to notify voters that their precinct location has changed.

INITIATIVES FOR INFORMING THE AFFECTED VOTERS:

- Information will be sent to the state and updated in the Qualified Voter File
- All precinct 6 voters will receive new voter registration cards
- Postcard reminders on the precinct location change will go out 2 weeks prior to the election for these voters
- The City Clerk's Elections Web page will have significant updates to highlight the permanent change, including updating the precinct location map
- The polling location change will be announced at City Commission meetings prior to the election
- Social media posts and news blasts will be made to inform voters
- Notification of the precinct location change will be published in the city's electronic and printed newsletters
- Signs will be posted at City Hall on Election Day directing precinct voters to the Baldwin Library

SUMMARY

Approving the suggested resolution to change the polling location of precinct 6 from City Hall to the Baldwin Public Library is in the best interest of the City in providing adequate space and accommodations to voters and election inspectors.

ATTACHMENTS:

- A. Staff Reasoning Grid – Pros and Cons of Precinct 6 Locations
- B. Election Officials Manual, Chapter 1, Responsibilities of Election Commission Members
- C. Election Officials Manual, Chapter 14, Establishing Polling Places

SUGGESTED COMMISSION ACTION:

To make a motion to adopt a Resolution approving the suggested precinct change as required by the Election Commission and as recommended by the City Clerk. Precinct 6 presently located at City Hall will be permanently located at the Baldwin Public Library effective immediately.

PCT 6 Location

	City Hall	Community House	Baldwin Library
Pros	<ul style="list-style-type: none"> -has been established for a long time -DPS has easy access for set up and break down 	<ul style="list-style-type: none"> -big beautiful space (banquet room) -can host large elections -compliments from voters and inspectors from November 2020 	<ul style="list-style-type: none"> -big beautiful space (room downstairs) -easier ADA access than City Hall -could be <u>permanent</u> -can host large elections -DPS would have easier access to building for setup/breakdown of equipment -ample metered parking that can be blocked off for voters, close proximity to Chester parking structure -will expose more people to all the library's offers
Cons	<ul style="list-style-type: none"> -city hall lacks capacity to host larger elections -ADA accessibility is more challenging -crowds the clerk's office on election day -more confusing for voters who think they vote at city hall regardless of their geographic location/pct assignment 	<ul style="list-style-type: none"> -harder to schedule drop off and pickup of election equipment with DPS (access to the building) -CH management doesn't want to commit to using the Community House as a permanent location -May start charging us for space -have to notice for every election 	<ul style="list-style-type: none"> - have to notify and mass mail new voter ID cards the first time, but not in the future

-deadline to change location is 60 days before, must decide and have on one of the August agendas

Election Commission Responsibilities that should be handled via an Open Meeting by Election

Commission Members:

- Approving of ballots
- Appointing precinct inspectors
- Public Accuracy Test
- Precinct Changes / Consolidations
- Adoption of resolution outlining delegated duties

Election Commission Duties that may be delegated to the Local Clerk or authorized assistant

(note: Delegated duties should be documented via resolution):

- Preparing meeting materials for the Election Commission (ballots proof for approval, list of election inspectors for appointment, etc.)
- Preparing, printing and delivering ballots
- Providing candidates and the Secretary of State with proof copies of ballots
- Providing notice to voters in the case of precinct changes/consolidations
- Providing election supplies and ballot containers
- Preliminary logic and accuracy testing
- Notifying major political parties of certified precinct Inspector appointments (federal and state elections only)

SCHOOL ELECTION COORDINATING COMMITTEE: Every school district has a School Election Coordinating Committee responsible for determining the details of how special school elections will be administered. The School Election Coordinating Committee is composed of a school election coordinator, the secretary of the school board and the clerks of all jurisdictions covered by the school district. For a school district wholly contained within a single jurisdiction, that clerk is the school election coordinator. In a school district that crosses jurisdiction lines the county clerk is the coordinator.

TYPES OF ELECTIONS

There are several types of elections conducted in Michigan. The following is an overview of the various types.

ESTABLISHING POLLING PLACES: The city council or township board is responsible for determining the location of polling places in the jurisdiction. Michigan election law, MCL 168.662, provides the following with respect to the establishment of polling places:

- Whenever possible, a polling place must be located in a publicly owned or controlled facility such as a school building, fire station or police station.
- If it is necessary to establish a polling place in a building other than a publicly owned or controlled facility, the building must be owned or controlled by an organization that is “exempt from federal income tax pursuant to section 501(c) other than 501(c)(4), (5), or (6) of the internal revenue code of 1986....”
- As an exception to the above, a polling place may be established in a “profit or nonprofit residence or facility in which 150 persons or more aged 62 or older reside or at an apartment building or complex in which 150 persons or more reside.”
- All polling places must be fully accessible to the elderly and handicapped. If necessary, the use of temporary ramps and signs designating handicap parking spaces may be employed on Election Day to ensure access.
- If a polling place is established in a building not owned or controlled by the city or township, it is advisable to have a polling place use agreement with the building owners.
- A polling place may *not* be established in a building that is owned by a business, individual, firm, organization, etc. that has established, directs, controls or financially supports the administration of a Political or Independent Committee registered under the Campaign Finance Act. This prohibition extends to a building owned by a subsidiary of a corporation or the local of a labor organization if the parent corporation or labor organization has established, directs, controls or financially supports the administration of a Political or Independent Committee.
- The same polling place may be used to accommodate up to six precincts if convenient and practicable (each precinct must have its own precinct board.)

- A polling place may not be established, moved or abolished less than 60 days before an election unless the polling place has been “damaged, destroyed, or rendered inaccessible or unusable as a polling place.”
- An Accessibility Checklist can be found in the eLearning Center for use in determining whether a site is fully accessible or not. Use of the checklist is strongly recommended as there are many requirements to ensure ADA compliance.

CHANGES REQUIRED IN QUALIFIED VOTER FILE: Whenever a precinct or district boundary line or polling place changes, the information must also be updated in QVF.

ARRANGING POLLING PLACES: A polling place is composed of a processing/voting area and a public area. When arranging a polling place, consideration must be given to the space needed to establish these two areas, the need for an orderly flow of traffic and the right of voters to cast their ballots in secrecy.

- The processing/voting area of the polling place contains a table and chairs for the election inspectors appointed to work in the precinct. Sufficient room must be available in front of the table for electors who are offering to vote to stand. The election inspectors should be positioned so that they have a clear view of the polling place. The processing/voting area of the polling place also contains the voting stations and the tabulator needed to serve the precinct. Tabulators must be positioned in full view and close to the election inspectors so that they can be monitored at all times. The processing/voting area is reserved for the precinct inspectors engaged in processing voters, the voters applying to vote and in the process of voting, and any challengers qualified to serve in the precinct. No other persons have the authority to be present in the processing/voting area.
- The public area is reserved for voters entering and exiting the polling place and any persons on hand to observe the election who do not have official “challenger” status.

Some type of barrier must be established so that the processing/voting area of the polling place can be distinguished from the public area of the polling place. In instances where a polling place is used to accommodate two or more precincts, care must be taken to clearly separate the precinct boards to avoid voter confusion.

DATE: August 16, 2021

TO: Tom Markus, City Manager

FROM: Scott Zielinski, Assistant City Engineer,
Jim Surhigh, Consulting City Engineer

SUBJECT: Townsend and Peabody Street Paving
Contract #6-21 (P) Contract Award

INTRODUCTION:

Bids for the Townsend and Peabody Paving Project #6-21(P) were opened on August 12, 2021. The City received four (4) bids. The lowest complete and qualified bid was submitted by DiPonio Contracting, Inc.

BACKGROUND:

The Townsend and Peabody Street Paving Project is a multiple block project in three primary sections, Townsend St. from Southfield to Chester, Peabody St. from E. Maple to Brown and the alley east of Purdy south of Frank St. The project includes work designed to improve water and sewer infrastructure while replacing a severely deteriorated pavement. The Townsend and Peabody Street Paving project was presented to the Multi-Modal Transportation Board (MMTB) for review and recommendations for improvement. As part of the pavement replacement, the City will placing new curb and gutters along with replacing drive approaches, and improving sidewalk ramps as needed, No additional recommendations were given by MMTB for the project.

The Engineering Department opened bids on August 12, 2021. Four (4) bids were received, as listed on the attached summary. The low bidder was DiPonio Contracting, Inc., with their bid of \$1,154,870.95. Diponio's bid was 1.9% higher than the Engineer's Estimate of \$1,133,540.40. The letter from our engineering consultant, Nowak & Fraus Engineers, is attached for reference recommending Diponio to be selected based on received bid. Diponio's bid included water and sewer lateral service work within our estimated costs for the SAD district for the project.

DiPonio Contracting, Inc. has completed several projects for the City in the past, most recently the Grant Street Paving project in 2021. Based on the performance of previous projects, we are confident that they are fully qualified to perform the type of work included in the Townsend and Peabody Street Paving Project.

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

the award by the City Commission.

LEGAL REVIEW:

The City's standard contract language was used for this bidding document. No legal review is required at this time.

FISCAL IMPACT:

This project was originally scheduled to start prior to the end of the 2020/2021 budget, however, due to delays, it is now scheduled for fall. Funds are available from the prior fiscal year for this project, but a budget amendment for fiscal year 2021/2022 will be necessary. The breakdown of costs for this project by fund are as follows:

		Budget	Bid Amount
Sewer Fund, Pub. Imp.	590-536.001-981.0100	\$ 410,000.00	\$ 405,754.24
Water Fund, Pub. Imp.	591-537.004-981.0000	\$ 210,000.00	\$ 178,440.03
Local Streets Fund	203-449.001-981.0100	\$ 425,000.00	\$ 353,210.22
Major Streets Fund	202-449.001-981.0100	\$ 200,000.00	\$ 195,840.47
Alley Fund	101-444.002-981.0100	\$ 25,000.00	\$ 21,626.00
TOTAL		\$ 1,270,000.00	\$ 1,154,870.95

PUBLIC COMMUNICATIONS:

Communication with the residents in the project area will include the project announcement, project start date and regular updates. Residents will be encouraged to sign up for the City's Constant Contact to receive additional information during the project.

SUMMARY:

It is recommended that the Townsend and Peabody Street Paving Project #6-21(P), be awarded to DiPonio Contracting, Inc. and a budget amendment for this project approved.

ATTACHMENTS:

- Project Area Map – (one page)
- Bid Summary – (one page)

- Plans – (24 sheets)
- Nowak and Fraus Engineers Recommendation – (one page)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution awarding the Townsend and Peabody Street Paving Project #6-21(P), to DiPonio Contracting, Inc. contingent upon execution of the agreement and meeting all insurance and bonding requirements. In the amount of \$1,154,870.95, to be charged to the following accounts:

Sewer Fund, Public Imp.	590-536.001-981.0100	\$ 405,754.24
Water Fund, Public Imp.	591-537.004-981.0000	\$ 178,440.03
Local Streets Fund	203-449.001-981.0100	\$ 353,210.22
Major Streets Fund	202-449.001-981.0100	\$ 195,840.46
General Fund	101-444.002-981.0100	\$ 21,626.00
Total		\$ 1,154,870.95

To authorize the Mayor to sign the contract on behalf of the City; and

To approve the appropriation and amendment to the 2021/2022 budget as follows:

General Fund:

Revenues:

Draw from Fund Balance	101-000.000-400.0000	\$21,630
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Expenditures:

Engineering and Public Services – Alleys	101-444.002-981.0100	\$21,630
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Major Street Fund:

Revenues:

Draw from Fund Balance	202-000.000-400.0000	\$195,840
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Expenditures:

Construction of Roads and Bridges	202-449.001-981.0100	\$195,840
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Local Street Fund:

Revenues:

Draw from Fund Balance	203-000.000-400.0000	\$353,210
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Expenditures:

Construction of Roads and Bridges	203-449.001-981.0100	\$353,210
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Sewer Fund:

Revenues:

Draw from Fund Balance	590-000.000-400.0000	\$405,760
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Expenditures:

Sewer Improvements	590-536.001-981.0100	\$405,760
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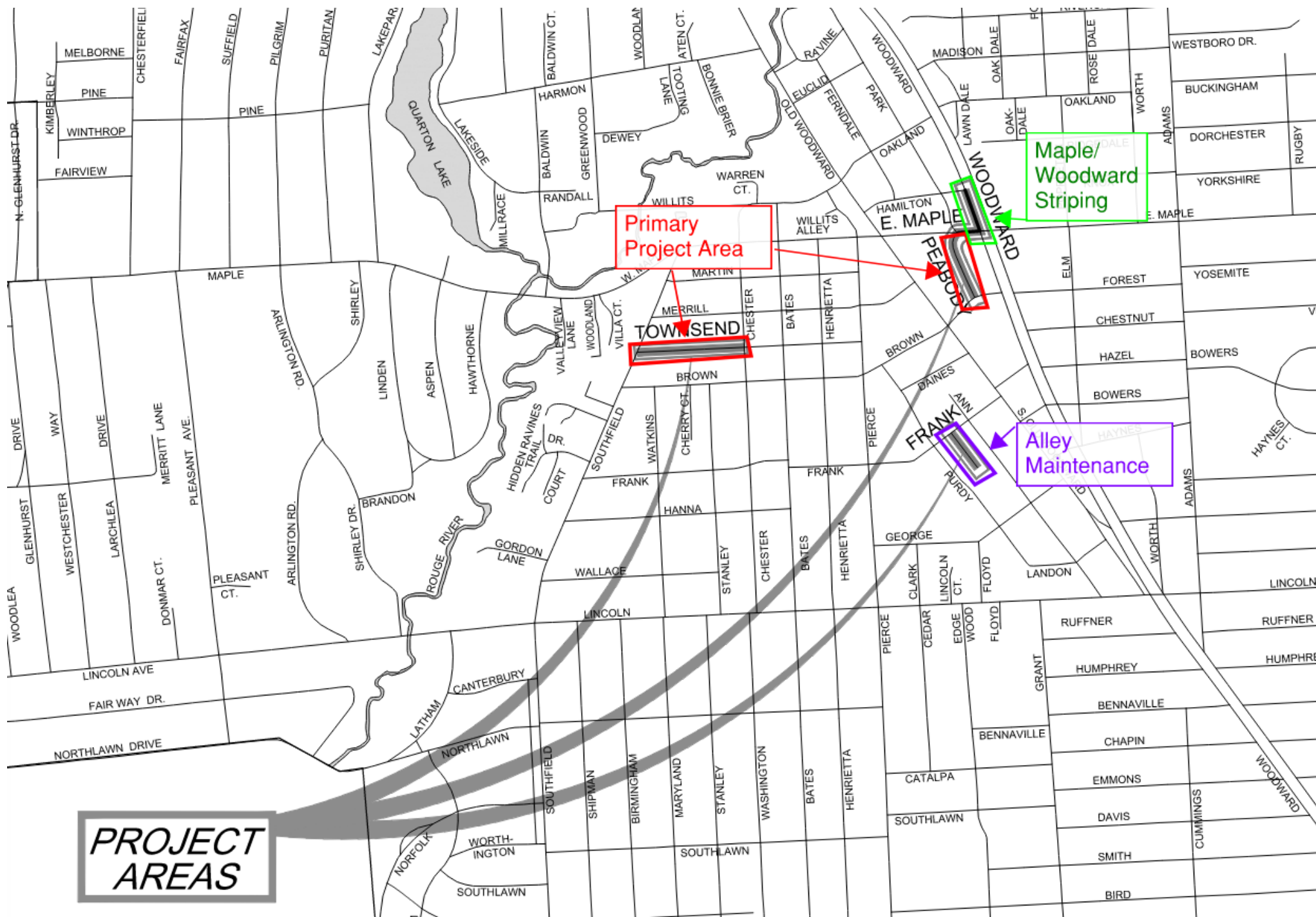
Water Fund:

Revenues:

Draw from Fund Balance	591-000.000-400.0000	\$178,440
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Expenditures:

Water Main Improvements	591-537.004-981.0100	\$178,440
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CITY OF BIRMINGHAM

2021 TOWNSEND AND PEABODY PAVING PROJECT

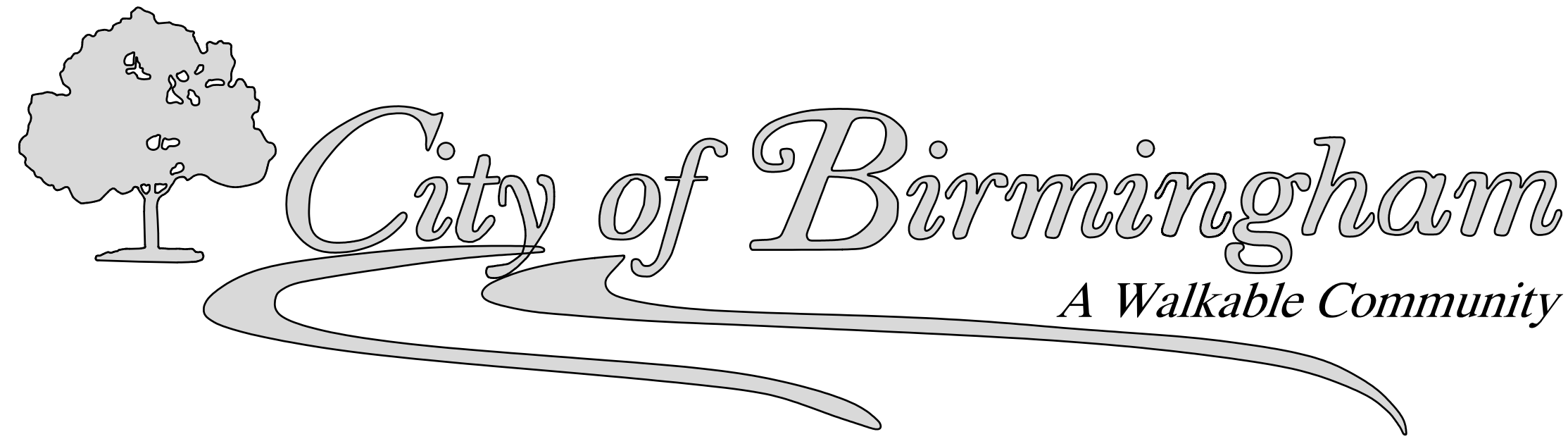
CONTRACT # 6-21 (P)

BID SUMMARY

August 12, 2021 - 2:00 PM

Company Name	Addendums	5% Bid Security	Bid Amount
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[illegible]



ENGINEERING DEPARTMENT
TOWNSEND STREET & PEABODY STREET PAVING PROJECT
CONTRACT #6-21P

SHEET INDEX

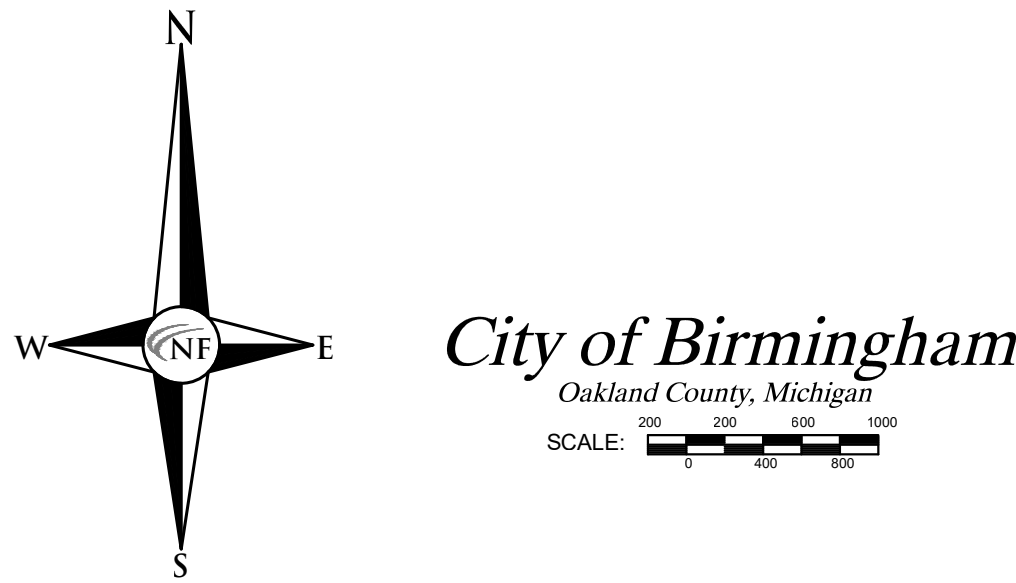
- COVER SHEET
C1 PAVING & UTILITY PLAN - TOWNSEND STREET STA. P.O.B. TO 5+00
C2 PAVING & UTILITY PLAN - TOWNSEND STREET STA. 5+00 TO P.O.E.
C3 PAVING & UTILITY PLAN - PEABODY STREET STA. P.O.E. TO P.O.B.
C4 STORM SEWER PROFILES - TOWNSEND STREET
C5 GRADING PLAN TOWNSEND STREET STA. P.O.B. TO 5+00
C6 GRADING PLAN TOWNSEND STREET STA. 5+00 TO P.O.E.
C7 GRADING PLAN PEABODY STREET STA. P.O.B. TO P.O.E.
C8 INTERSECTION GRADING DETAILS - TOWNSEND ST. & SOUTHFIELD RD.
C9 INTERSECTION GRADING DETAILS - PEABODY ST. & BROWN ST.
C10 TOWNSEND ST. UTILITY PHASING AND TRAFFIC MAINTENANCE PLAN
C11 TOWNSEND ST. PAVING PHASING AND TRAFFIC MAINTENANCE PLAN
C12 PEABODY ST. UTILITY PHASING AND TRAFFIC MAINTENANCE PLAN
C13 PEABODY ST. PAVING PHASING AND TRAFFIC MAINTENANCE PLAN
C14 ADVANCED WARNING SIGNAGE & TRAFFIC DETOUR PLAN - TOWNSEND ST. & PEABODY ST.
C15 EXISTING & PROPOSED CROSS-SECTIONS
C16 EAST MAPLE ROAD PAVEMENT MARKING & SIGNAGE PLAN
C17 M.D.O.T. DETAILS
C18 FRANK STREET ALLEY - DRAINAGE IMPROVEMENT PLAN
C19 NOTES & DETAILS (1 OF 2)
C20 NOTES & DETAILS (2 OF 2)

Q1 QUANTITIES

CITY OF BIRMINGHAM - SEWER STANDARD DETAILS
CITY OF BIRMINGHAM - WATER MAIN STANDARD DETAILS

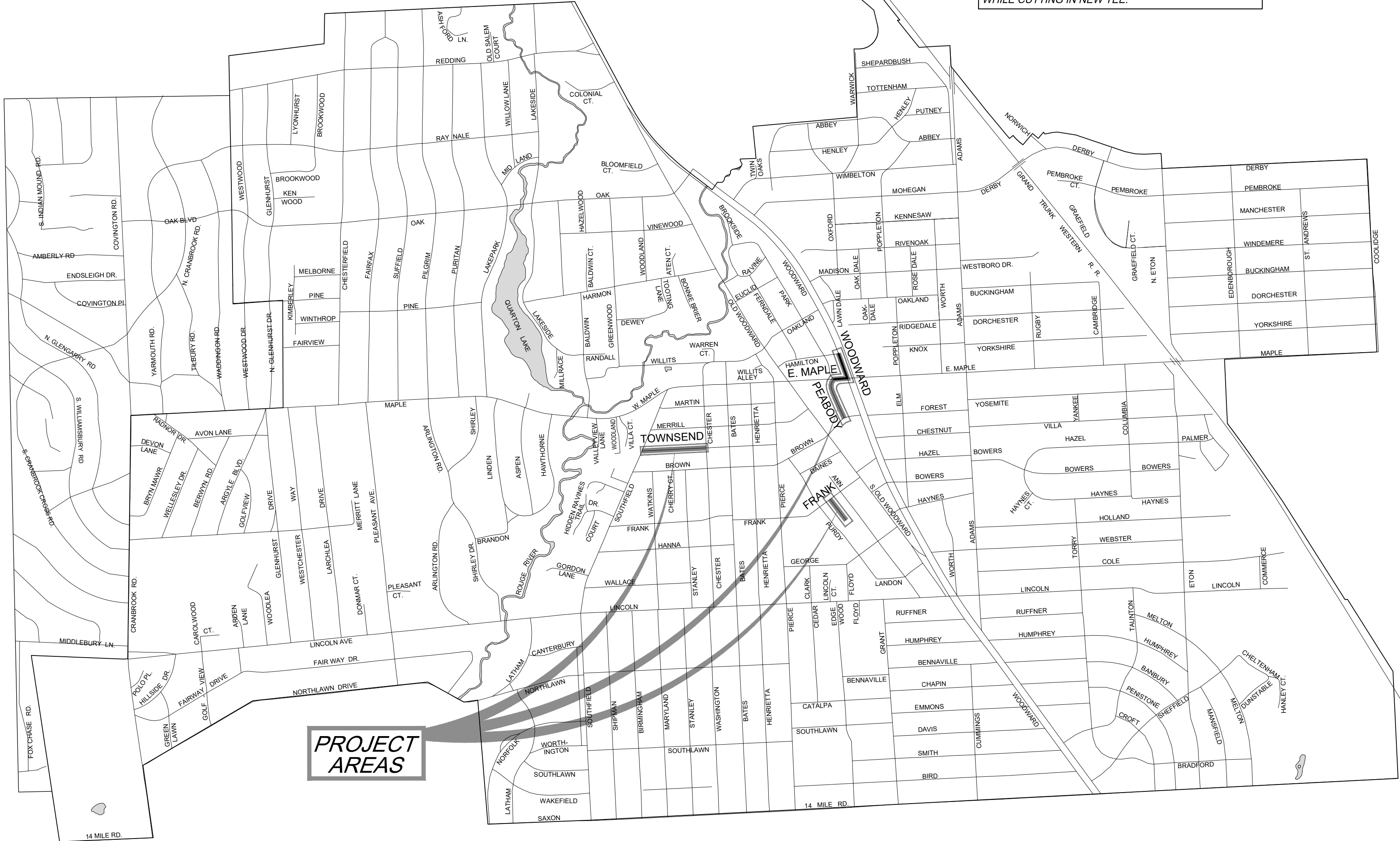
WATER / SEWER SERVICE NOTE
ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, TO CONSTRUCT THE PROJECT (INC.).

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



ALL STORM AND SEWER TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR (SAND) MATERIAL.

CAUTION!!! LIVE WATER MAIN
PRIOR TO CUTTING IN NEW MAIN FITTINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE EXISTING WATER MAIN SHUT-DOWN WITH THE CITY. MORE IMPORTANTLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY ENSURING THAT PRESSURES DO NOT EXIST IN THE MAIN AFTER SHUT-DOWN & PRIOR TO CUTTING THE MAIN. IF REQUIRED, THE CONTRACTOR SHALL UTILIZE A HYDRA-STOP DEVICE TO CLOSE OFF FLOW WHILE CUTTING IN NEW TEE.



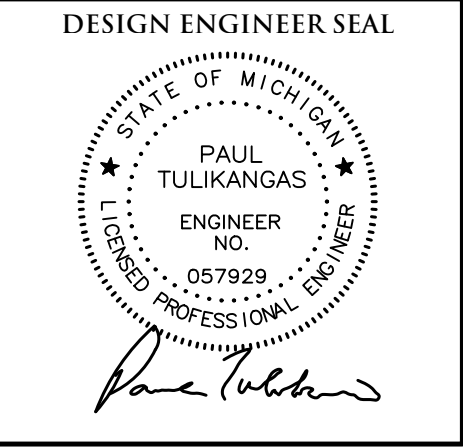
CONSTRUCTION NOTES

- These notes shall apply for all work within this contract:
- The contractor shall notify MISS DIG 1-800-482-7171 at least 3 working days excluding Saturday, Sunday, and Holidays before making any excavations and notify the City of Birmingham Engineering Department a minimum of 24 hours prior to the start of construction (248-530-1850).
 - See the City of Birmingham drawings "Sewer Standard Details" and "Water Main Standard Details" for details of manholes, catch basins, inlets, and related sewer and water main work.
 - All excavation under or within three feet of pavement, public or private, shall be backfilled and compacted with sand.
 - The joints at the edges of all excavations in the pavement shall be sawcut, or pavement will be removed to existing joints, as directed by the Engineer. There is no separate pay item for saw cutting pavements.
 - The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
 - Catch basin and inlet castings scheduled for replacement, or new construction shall be EJIW 5000Z4 DI / 5000M4 DI Hinged Assembly unless specified otherwise. Manhole castings shall be EJIW 1040-A cover as noted on the detail sheets and plans, unless otherwise specified.
 - Storm, sewer and water main trench shall be backfilled with MDOT Class II sand and properly compacted to 95% of modified proctor density.
 - No work shall be allowed on the combined sewer system until appropriate permits have been received by the Michigan Department of Environment, Great Lakes & Energy (EGLE).
 - The contractor shall coordinate and cooperate with all other utility companies working in the same area, project related or not, during the same allotted construction period.

TOWNSEND STREET & PEABODY STREET PAVING PROJECT
CONTRACT #6-21P



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



APPROVED DATE

SEWER STRUCTURE SCHEDULE

35	REMOVE & REPLACE 1+49.58' 8.01'L MANHOLE 35 RIM 776.56 W/ 4" DIA. COMB. MH PR. STA 1+28.70 TO 12.78L PR. RM 776.38	42	ABANDON 3+02.68' 12.04'R MANHOLE 42 RIM 776.66 8" E. 770.26 (ABANDON) 8" W. 770.26 (TAP)
146	REPLACE & RECONNECT ALL EX. WATER SERVICES EX. 2" WATER MAIN (TYP.) [SEE SCHEDULE THIS SHEET]	148	TAP 0+58.07' 3.49'L MH 148 RIM 776.15 12" S. INV. 771.25 12" SE. INV. 771.25 (REMOVE & B.H.) PR. 12" SE. INV. 771.55 (TAP)
253	REMOVE & REPLACE 3+74.01' 7.98'L MANHOLE 253 RIM 776.57 W/ 4" DIA. COMB. MH PR. STA 3+56.51' 6.94'L PR. RM 776.47 10" E. 768.61 (REMOVE) 10" W. 768.72 (RECONNECT) PR. 12" E. INV. 768.44 PR. 12" W. INV. 768.54	253	REMOVE & REPLACE 3+56.51' 6.94'L MANHOLE 253 RIM 776.57 W/ 4" DIA. COMB. MH PR. STA 3+56.51' 6.94'L PR. RM 776.47 10" E. 768.61 (REMOVE) 10" W. 768.72 (RECONNECT) PR. 12" E. INV. 768.44 PR. 12" W. INV. 768.54

STORM STRUCTURE SCHEDULE

148A	INSTALL PR. STA 0+70.82' 9.50'R PR. 2" DIA. STORM INLET PR. RM 775.85 SUMP PR. RM 776.00 PR. 12" N. INV. 771.75 PR. 10" S. INV. 771.75 PR. 12" E. INV. 771.55	148A	INSTALL PR. STA 0+70.82' 9.50'R PR. 2" DIA. STORM INLET PR. RM 775.85 SUMP PR. RM 776.00 PR. 12" N. INV. 771.75 PR. 10" S. INV. 771.75 PR. 12" E. INV. 771.55
148B	INSTALL PR. STA 0+96.56' 15.21'L PR. 2" DIA. STORM INLET PR. RM 776.15 PR. 10" S. INV. 771.75 PR. 12" E. INV. 771.55	148B	INSTALL PR. STA 2+40.07' 15.21'L PR. 2" DIA. STORM INLET PR. RM 776.06 PR. 10" S. INV. 772.60 PR. 12" W. INV. 772.60
148C	INSTALL PR. STA 2+40.07' 15.21'L PR. 2" DIA. STORM INLET PR. RM 776.06 PR. 10" S. INV. 772.60 PR. 12" W. INV. 772.60	270	MAINTAIN 1+79.65' 39'R CATCH BASIN 270 RIM 776.95 4" S. 774.95
148D	REMOVE 0+61.90' 16.69'R CATCH BASIN 148D RIM 775.97 12" NW. 771.94 (REMOVE)	272	MAINTAIN 1+01.29' 48.67'R CATCH BASIN 272 RIM 776.70 4" E. 774.00

WATER MAIN SCHEDULE

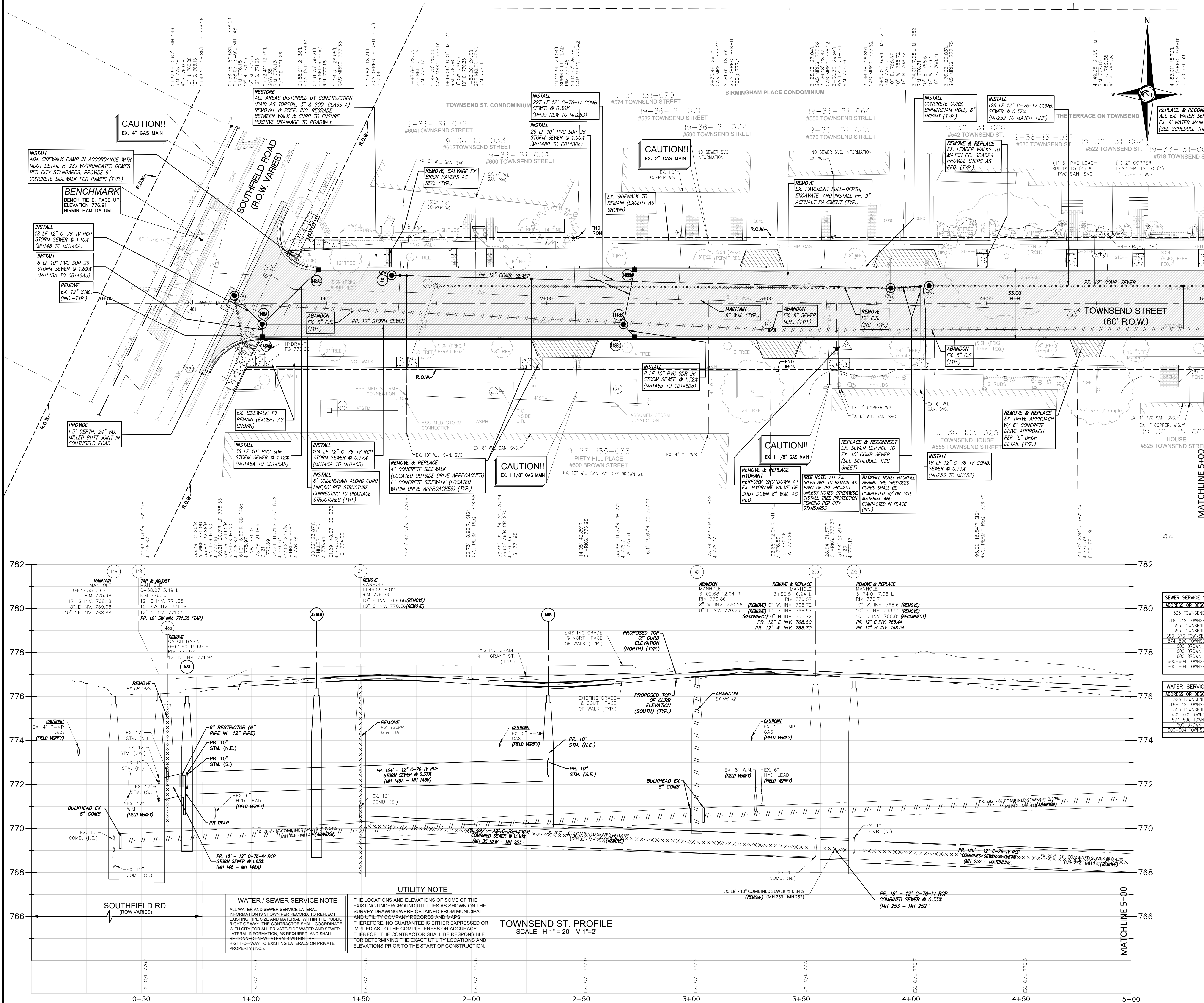
35A	MAINTAIN 0+22.43' 1.32'R G.W. 35A RIM 776.67	36	ADJUST 0+72.41' 12.79'L G.W. 36 RIM 776.13 PR. RM 775.94 1" PIPE 771.23
36	ADJUST 4+41.75' 2.94'R G.W. 36 RIM 776.39 PR. RM 776.36 1" PIPE 771.19	36	ADJUST 4+41.75' 2.94'R G.W. 36 RIM 776.39 PR. RM 776.36 1" PIPE 771.19

SEWER SERVICE SCHEDULE - LENGTH OF PVC PIPE NEEDED	ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	W/ 4" DIA. COMB. MH
525 TOWNSEND ST.	4" P.V.C.	20 (0' P.V.C.)	YES	
518-542 TOWNSEND ST.	6" P.V.C.	0	NO	
545 TOWNSEND ST.	6" W.L. (1968)	38 (0' P.V.C.)	YES	
555 TOWNSEND ST.	8" W.L. (1968)	38 (0' P.V.C.)	YES	
550-570 TOWNSEND ST.	UNKNOWN	UNKNOWN	UNKNOWN	
574-590 TOWNSEND ST.	UNKNOWN	UNKNOWN	UNKNOWN	
600 BROWN ST.	8.0" W.L. (1967)	41 (0' P.V.C.)	YES	
600 BROWN ST.	10.0" W.L. (1967)	43 (10' P.V.C.)	YES	
600 BROWN ST.	10.0" W.L. (1967)	N/A-OFF BROWN ST. N/A-OFF BROWN ST.	NO	
600-604 TOWNSEND ST.	6.0" W.L. (1984)	0	YES	
600-604 TOWNSEND ST.	6.0" W.L. (1984)	0	NO	

WATER SERVICE SCHEDULE - LENGTH OF WATER SERVICE NEEDED	ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	NEW CURB BOX?
518-542 TOWNSEND ST.	2" COPPER	0	NO	
555 TOWNSEND ST.	2" COPPER	0	NO	
550-570 TOWNSEND ST.	UNKNOWN	UNKNOWN	UNKNOWN	
574-590 TOWNSEND ST.	1" COPPER	0	NO	
600 BROWN ST.	1.5" COPPER	0	NO	

LEGEND

- CLEAN-OUT
- MANHOLE
- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX. PAVES
- EX. 8" CONC. PAV. ON 8" DIA.
- EX. 4" CONC. SIDEWALK OR DRIVE APPROACH
- EX. 4" CONC. SIDEWALK
- EX. FULL-DEPTH ASPH. (6" MIN. ON 8" DIA.)
- EX. PARTIAL-DEPTH ASPH. (1.5" MIN. & 1.5" MIN. TOP COURSE)
- GROUND ELEVATION



SEWER STRUCTURE SCHEDULE

31	MANTAIN 8+51.13 33.39 L MANHOLE 31 RM 776.86 10" SE INV. 776.94 10" E INV. 769.34	32	MANTAIN 8+51.13 33.39 L MANHOLE 32 RM 777.26 10" SE INV. 771.46 15" N INV. 768.06 18" SW INV. 768.91
33	TAP 8+59.7 7.12 L MANHOLE 33 RM 776.58 10" NW INV. 770.88 10" E INV. 768.61 18" NE INV. 768.53 18" S INV. 768.48 PR. 15" W INV. 770.45	34	REMOVE & REPLACE 8+51.26 7.87 L MANHOLE 34 RM 775.13 10" DIA COMB. M.H. PR. STA 5+81.26 7.87 L PR. RM 775.57 12" S INV. 767.63 (REMOVE) 10" E INV. 767.63 (REMOVE) 12" S INV. 767.63 (REMOVE) PR. 12" S INV. 767.68 PR. 12" S INV. 767.68
34A	ABANDON 8+39.8 7.11 L MANHOLE 34A RM 776.33 10" W INV. 768.93 (ABANDON)	34B	CONST. ONLINE PR. STA 5+81.26 7.87 L PR. RM 775.57 PR. 4" DIA COMB. M.H. PR. RM 775.57 PR. 12" N INV. 767.46 PR. 12" S INV. 767.46
34C	INSTALL PR. STA 5+81.26 7.12 L PR. RM 775.78 PR. 12" N INV. 768.61 PR. 12" S INV. 768.61	40	ABANDON 8+58.26 9.49 R MANHOLE 40 RM 776.56 8" E INV. 771.05 (ABANDON) 12" E INV. 768.46 (REMOVE) 12" E INV. 768.46 (REMOVE)
40	CONST. ONLINE PR. STA 9+12.63 9.49 R PR. 4" DIA COMB. M.H. PR. RM 776.37 EX. 12" E INV. 768.22 (RECONNECT)	MH1	MANTAIN 8+35.84 41.24 L MANHOLE MH1 RM 777.61 10" N INV. 772.42 10" SE INV. 772.37

STORM STRUCTURE SCHEDULE

32a	MANTAIN 9+04.84 17.38 R CATCH BASIN 32a RM 776.17 10" SE INV. 772.37	32b	MANTAIN 9+04.84 17.38 R CATCH BASIN 32b RM 776.17 10" SE INV. 772.37
33a	MANTAIN 8+50.25 29.35 L CATCH BASIN 33a RM 776.75 10" NW INV. 772.15 10" SE INV. 772.05	33b	MANTAIN PR. STA 8+46.93 9.63 R PR. 4" DIA STORM M.H. PR. RM 776.05 PR. 15" N INV. 770.65 PR. 15" W INV. 770.65 PR. 10" SW INV. 771.35
33c	INSTALL PR. STA 7+40.00 15.21 R PR. 4" DIA STORM M.H. PR. RM 774.97 PR. 10" NE INV. 771.45	33d	INSTALL PR. STA 6+70.00 8.5 R PR. 4" DIA STORM M.H. PR. RM 774.97 PR. 10" NW INV. 771.45 PR. 15" E INV. 771.22 PR. 10" SW INV. 771.35
33e	INSTALL PR. STA 6+65.00 15.21 R PR. 4" DIA STORM M.H. PR. RM 774.97 PR. 10" NW INV. 771.45 PR. 15" E INV. 771.22 PR. 10" SW INV. 771.35	33f	INSTALL PR. STA 6+57.11 32.65 R PR. 4" DIA STORM M.H. PR. RM 774.97 PR. 18" N INV. 770.74 PR. 18" SE INV. 770.74
34a	REMOVE 8+00.45 15.1 L CATCH BASIN 34a RM 774.62 8" S INV. 771.91 (REMOVE) 10" SW INV. 771.72 (REMOVE)	34b	REMOVE & REPLACE 8+59.7 7.12 L MANHOLE 34b RM 776.58 10" NW INV. 770.88 10" E INV. 768.61 18" NE INV. 768.53 18" S INV. 768.48 PR. 15" W INV. 770.45

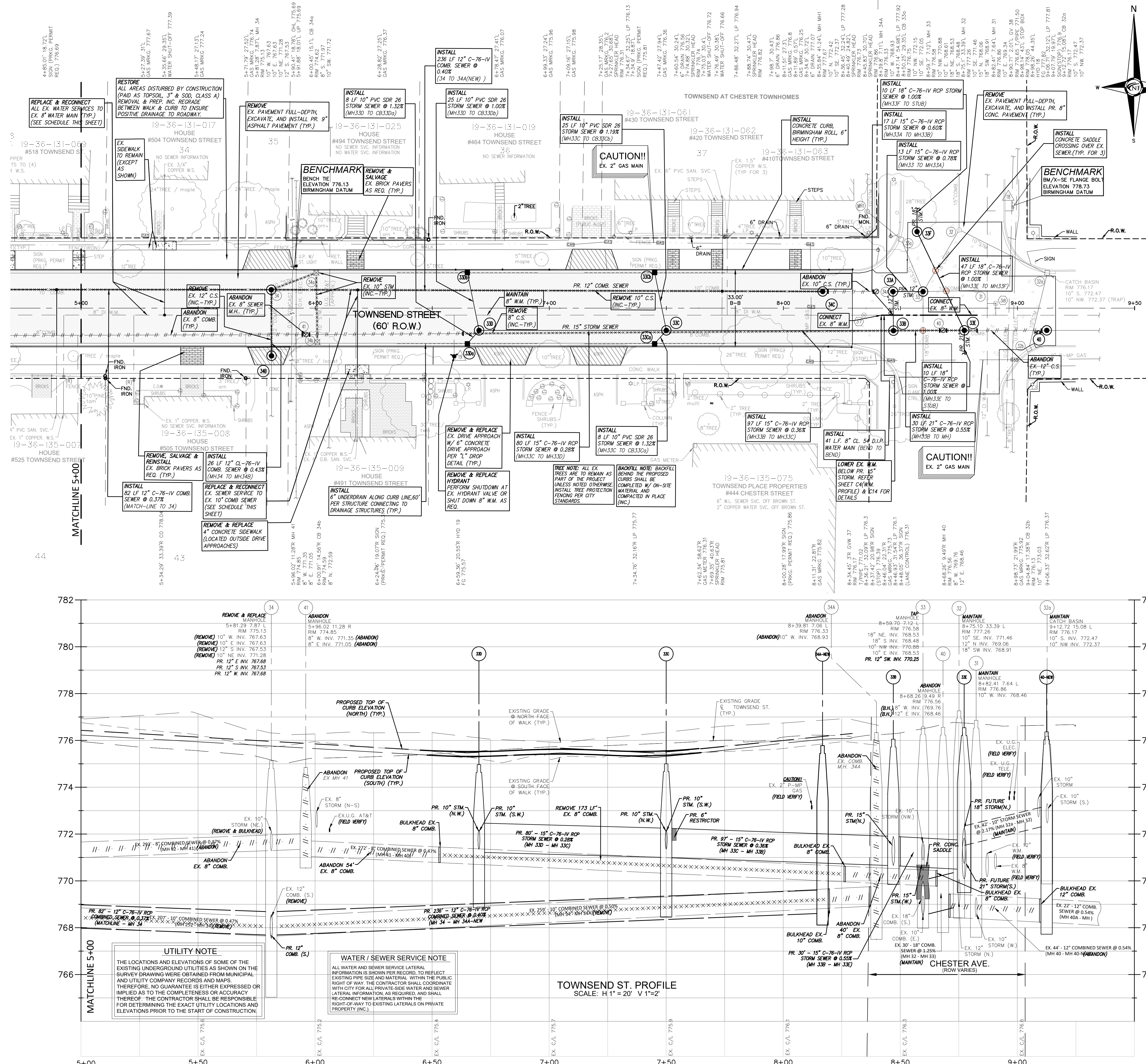
WATER MAIN SCHEDULE

37	MANTAIN 8+34.45 3 R GVY 37 RM 776.17 1/2" PIPE 771.02	38	MANTAIN 8+30.71 2.01 L GVY 38 RM 776.65 1/2" PIPE 771.50
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SEWER SERVICE SCHEDULE - LENGTH OF 6" PVC PIPE NEEDED	ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	NEW CURB BOX
410-430 TOWNSEND ST.	6" P.V.C.	0	0	NO
444 CHESTER ST.	6" P.V.C.	N/A-OFF BROWN ST.	N/A-OFF BROWN ST.	NO
464 TOWNSEND ST.	6" P.V.C.	UNKNOWN	UNKNOWN	NO
481 TOWNSEND ST.	6" O.B. (1963)	38" P.V.C.	YES	YES
484 TOWNSEND ST.	UNKNOWN	UNKNOWN	UNKNOWN	NO
504 TOWNSEND ST.	UNKNOWN	UNKNOWN	UNKNOWN	NO
505 TOWNSEND ST.	UNKNOWN	UNKNOWN	UNKNOWN	NO

WATER SERVICE SCHEDULE - LENGTH OF WATER SERVICE NEEDED	ADDRESS OR DESCRIPTION	EXISTING SERVICE	LENGTH NEEDED (FT)	NEW CURB BOX
410-430 TOWNSEND ST.	1.5" COPPER	0	0	NO
444 CHESTER ST.	2.0" COPPER	N/A-OFF BROWN ST.	N/A-OFF BROWN ST.	NO
464 TOWNSEND ST.	UNKNOWN	UNKNOWN	UNKNOWN	NO
481 TOWNSEND ST.	2" COPPER	UNKNOWN	UNKNOWN	NO
484 TOWNSEND ST.	UNKNOWN	UNKNOWN	UNKNOWN	NO
504 TOWNSEND ST.	3/4" COPPER	33 (1" COPPER)	NO	NO
505 TOWNSEND ST.	1" COPPER	0	0	NO

LEGEND	
CLEAN-OUT	EXISTING SAN/COMB SEWER
MANHOLE	EXISTING WATER MAIN
OB	EXISTING STORM SEWER
END SECTION	EXISTING BURIED CABLES
ELEC. METER	EXISTING GAS MAIN
PIPE	EXISTING GAS MAIN
UTILITY POLE	EXISTING GAS MAIN
STRAN POLE	OVERHEAD LINES
RECORD CURB STOP LOCATION (APPROX.)	EX. PAVES
LANDSCAPE BED	PR. 8" CONC. PAV. ON 8" DIA
EX. SOIL BORING	PR. 8" CONC. SIDEWALK OR DRIVE APPROACH
PUBLIC PHONE	PR. 4" CONC. SIDEWALK
WELL	PR. FULL-DEPTH ASPH. (8" DIA OR 8" DIA)
PUMP	PR. PARTIAL-DEPTH ASPH. (15" DIA & 15" DIA TOP COURSE)
POST/BOLLARD	
PARKING METER	
MAIL BOX	
ROCK/BOULDER	
SPRINKLER VALVE BOX	
SPRINKLER HEAD	
FOUND PROPERTY MARKER	
0.000.00	GROUND ELEVATION



SEAL

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

City of Birmingham

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Northwest $\frac{1}{4}$ of
Section 36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

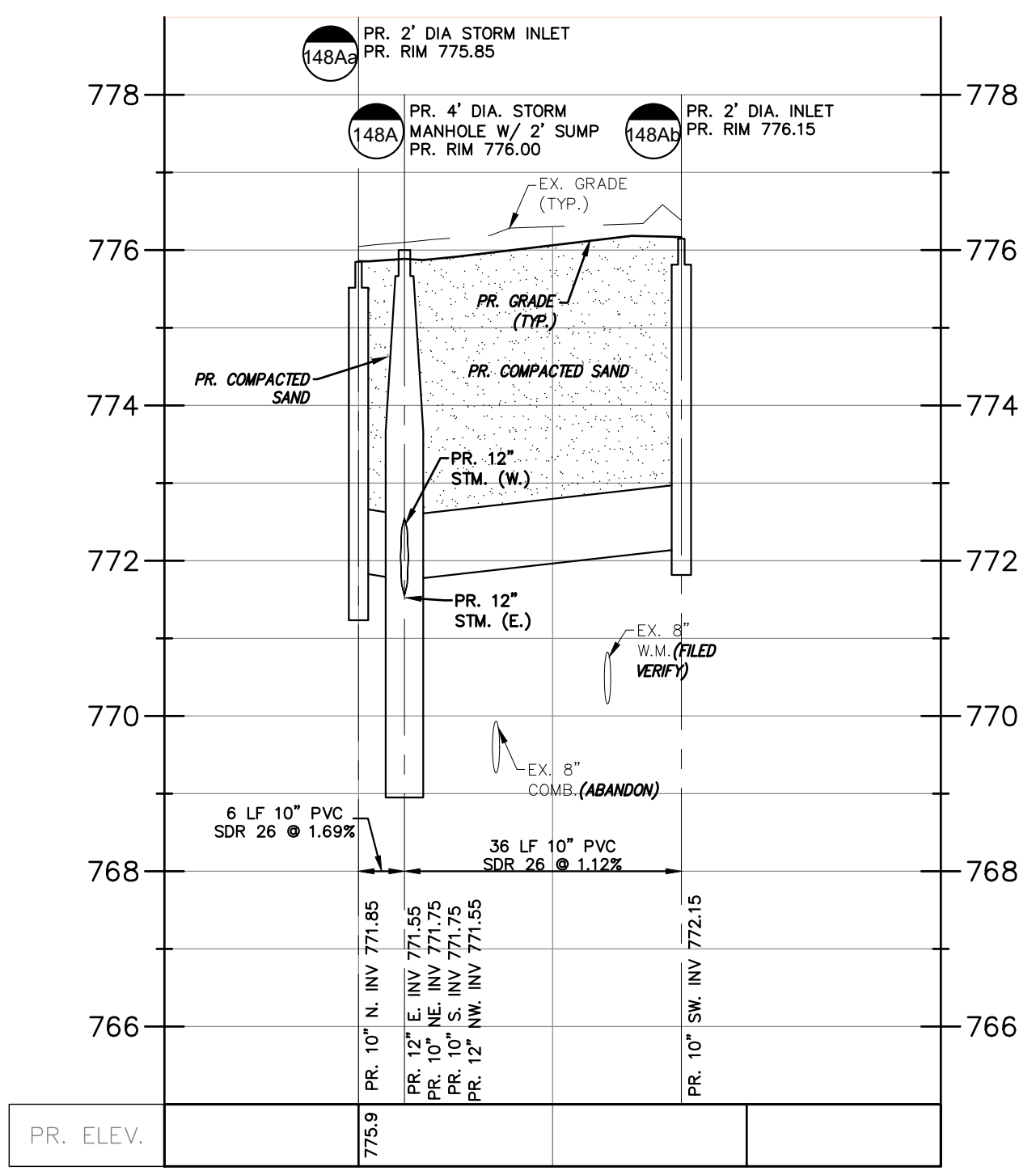
SHEET
Storm Sewer & Water
Main Profiles



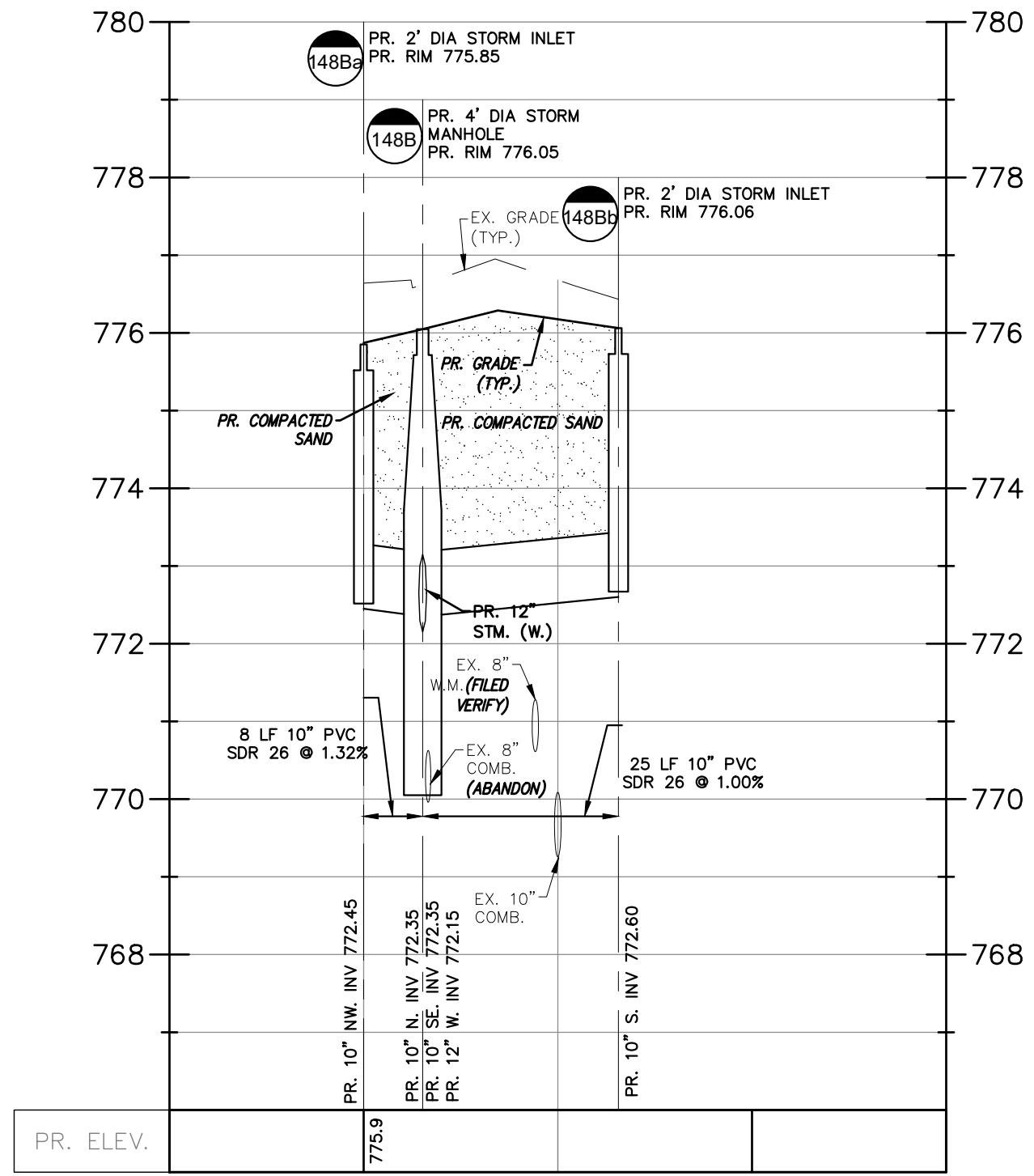
DATE ISSUED/REVISED
04-23-21 ISSUED SURVEY
06-30-21 CITY REVIEW
07-22-21 BIDS

DRAWN BY:
G. Viju
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
April 23, 2021

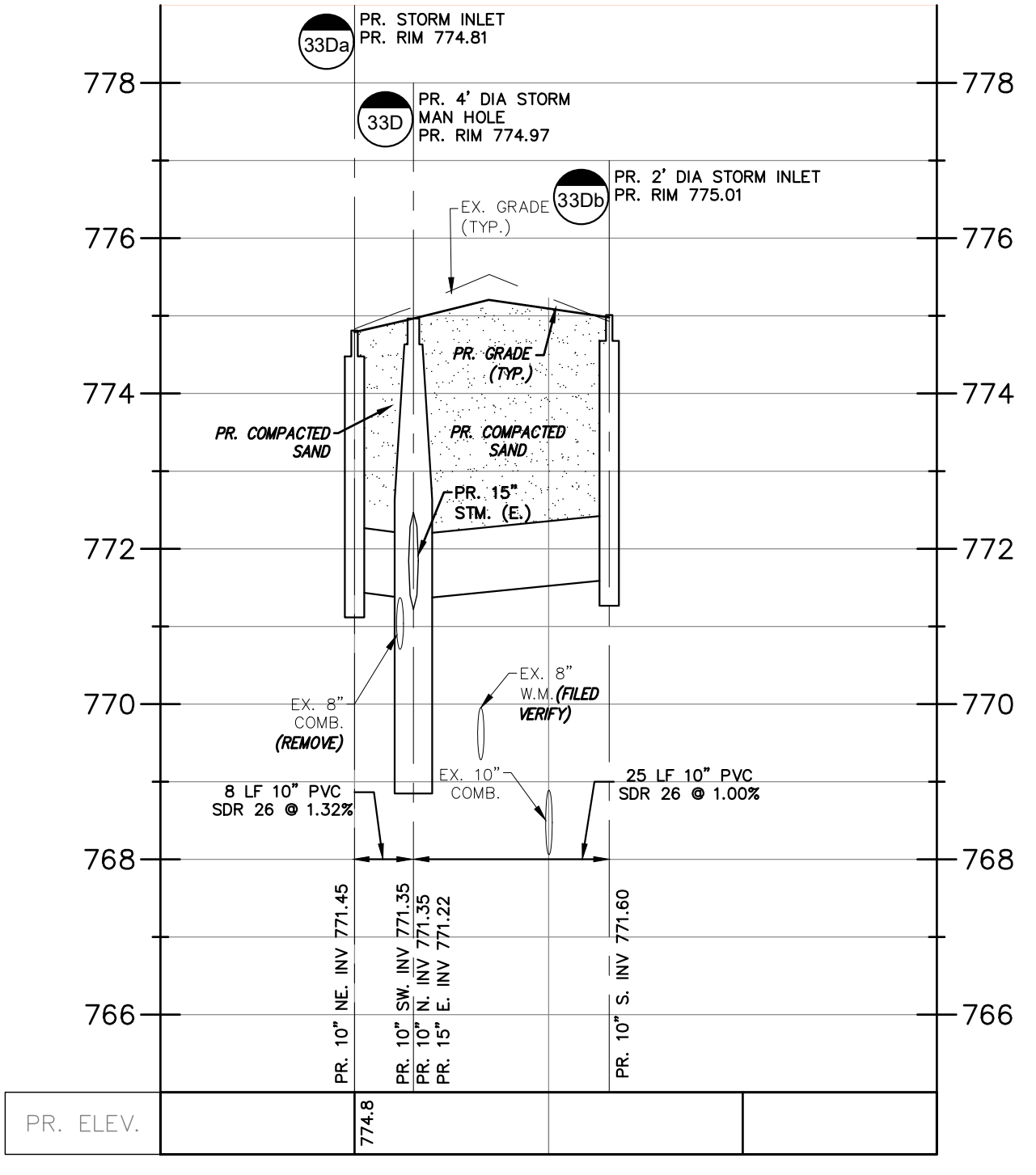
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NFE JOB NO. SHEET NO.
M271 C4



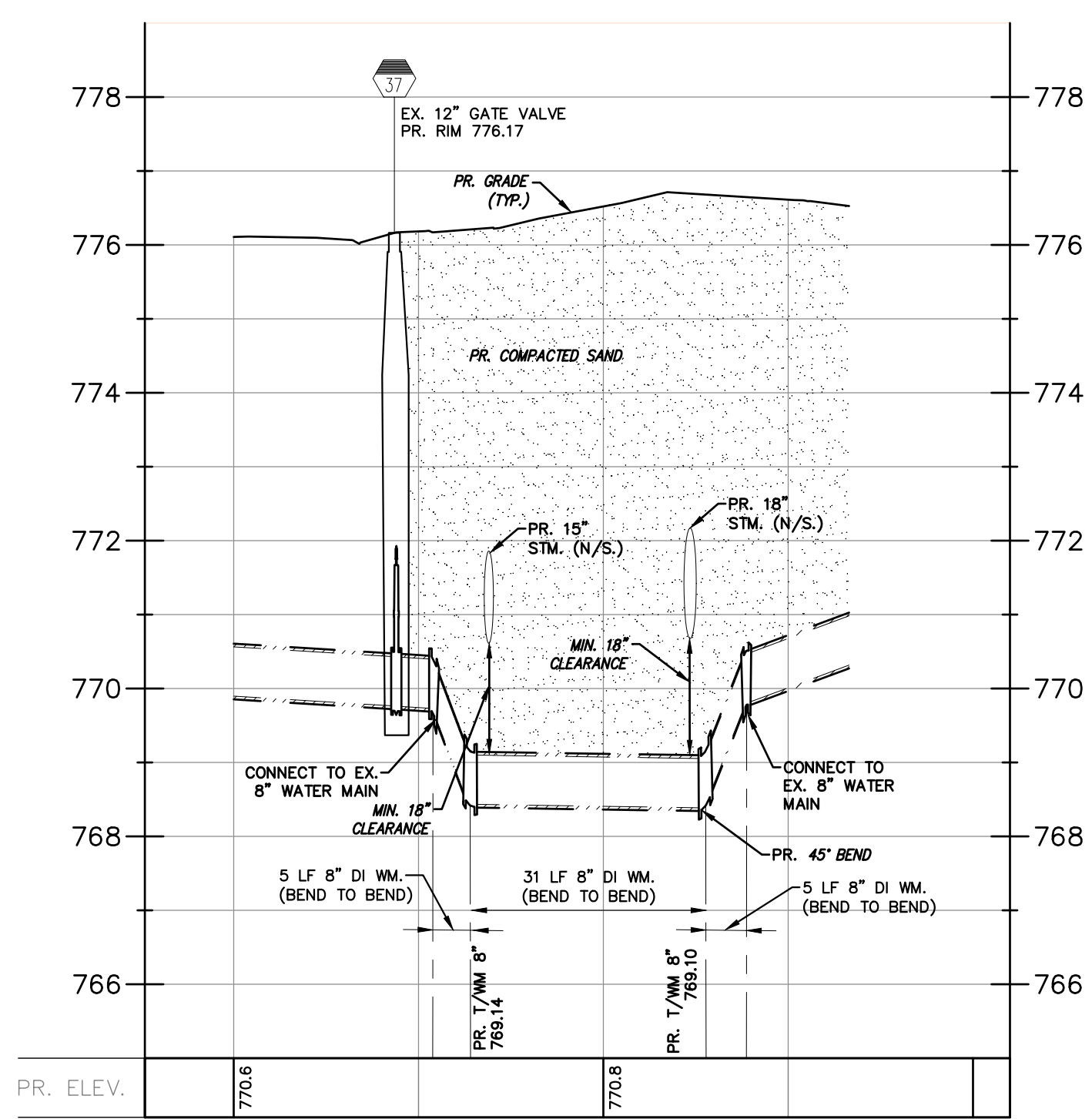
STORM SEWER (CB 148- MH 148A - CB148Ab)
SCALE: 1"=20' (H), 1"=2' (V)



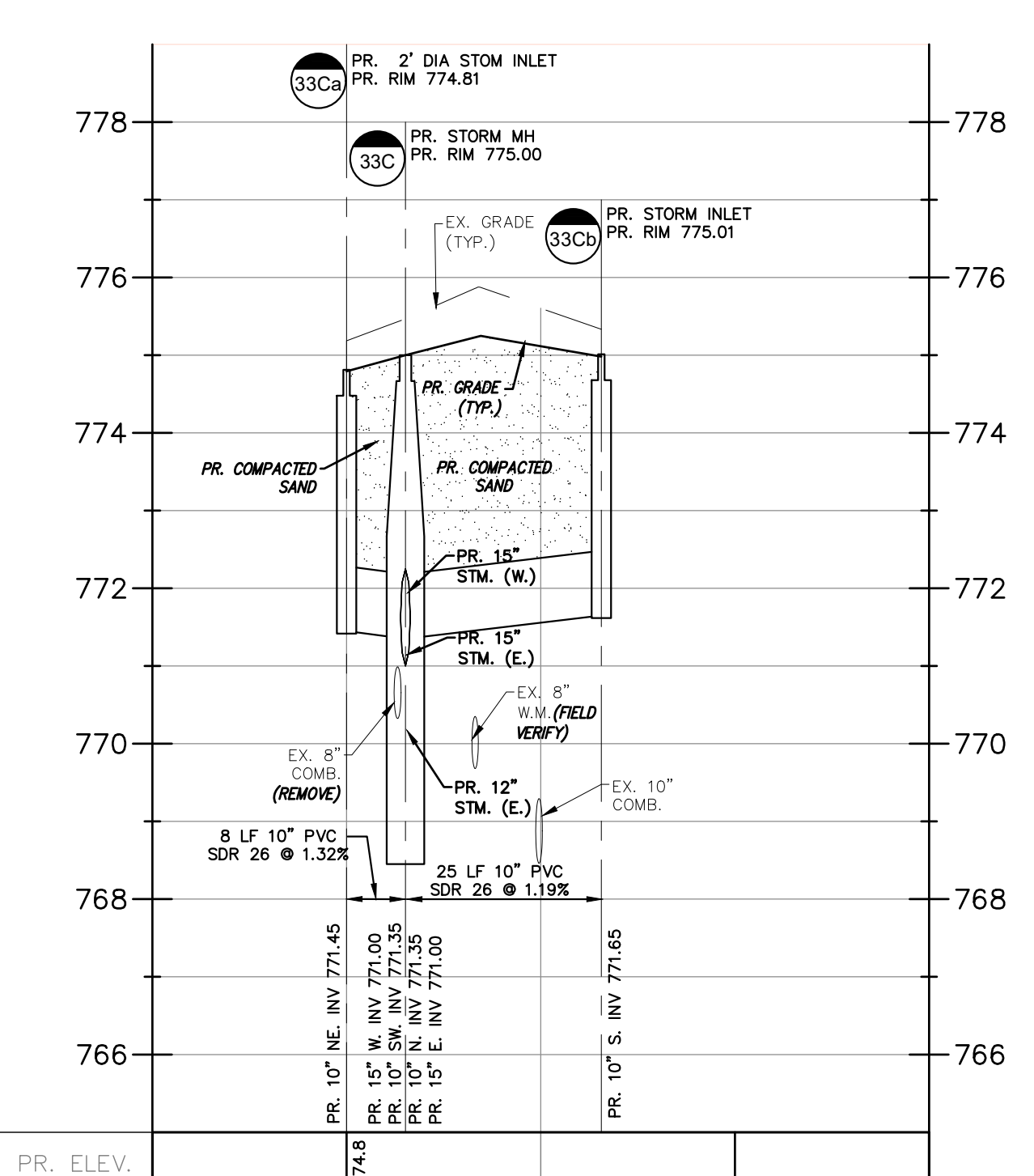
STORM SEWER (CB 148Ba - MH 148B - CB148Bb)
SCALE: 1"=20' (H), 1"=2' (V)



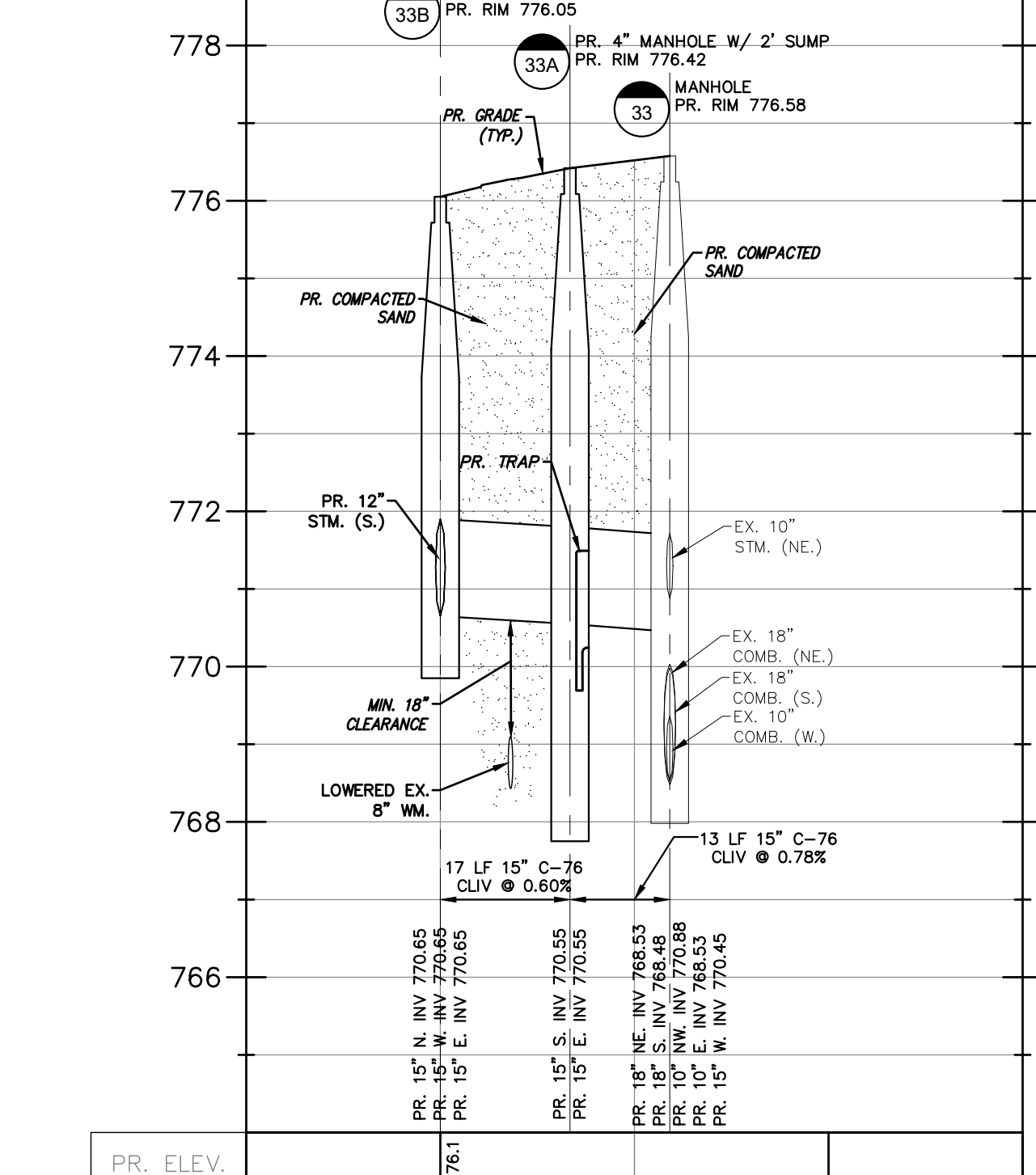
STORM SEWER (CB 33Ca - MH 33C - CB33Cb)
SCALE: 1"=20' (H), 1"=2' (V)



LOWERING WATER MAIN AT CROSSING - PROFILE
SCALE: 1"=20' (H), 1"=2' (V)



STORM SEWER (CB 33Ba - MH 33B - CB33Bb)
SCALE: 1"=20' (H), 1"=2' (V)



STORM SEWER (MH 33B - MH 33A - MH33)
SCALE: 1"=20' (H), 1"=2' (V)

SEAL

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Northwest 1/4 of
Section 36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

SHEET
Grading Plan
Townsend Street
Sta. P.O.B. to 5+00



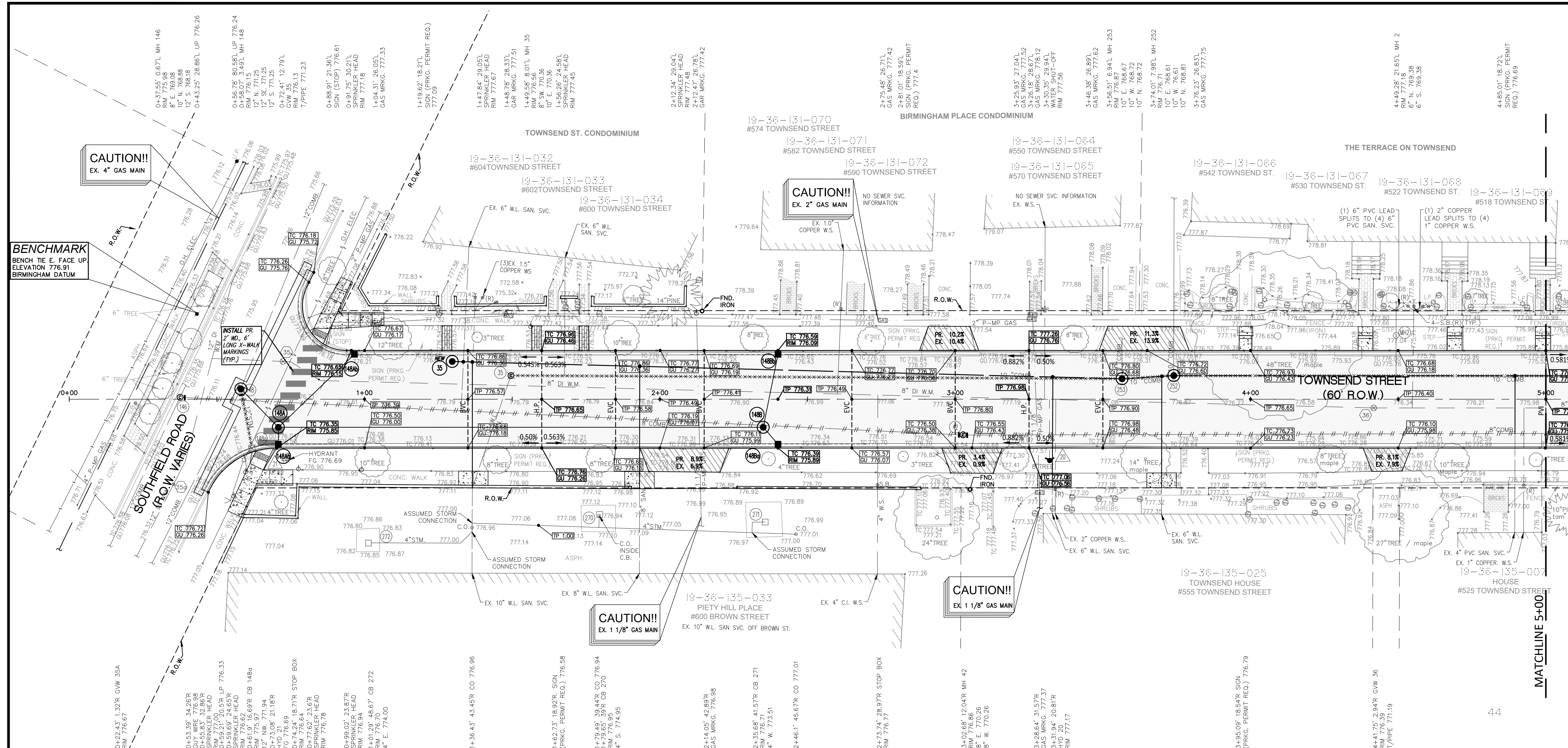
DATE ISSUED/REVISED
04-23-21 ISSUED SURVEY
06-30-21 CITY REVIEW
07-22-21 BIDS

DRAWN BY:
G. Viju
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz

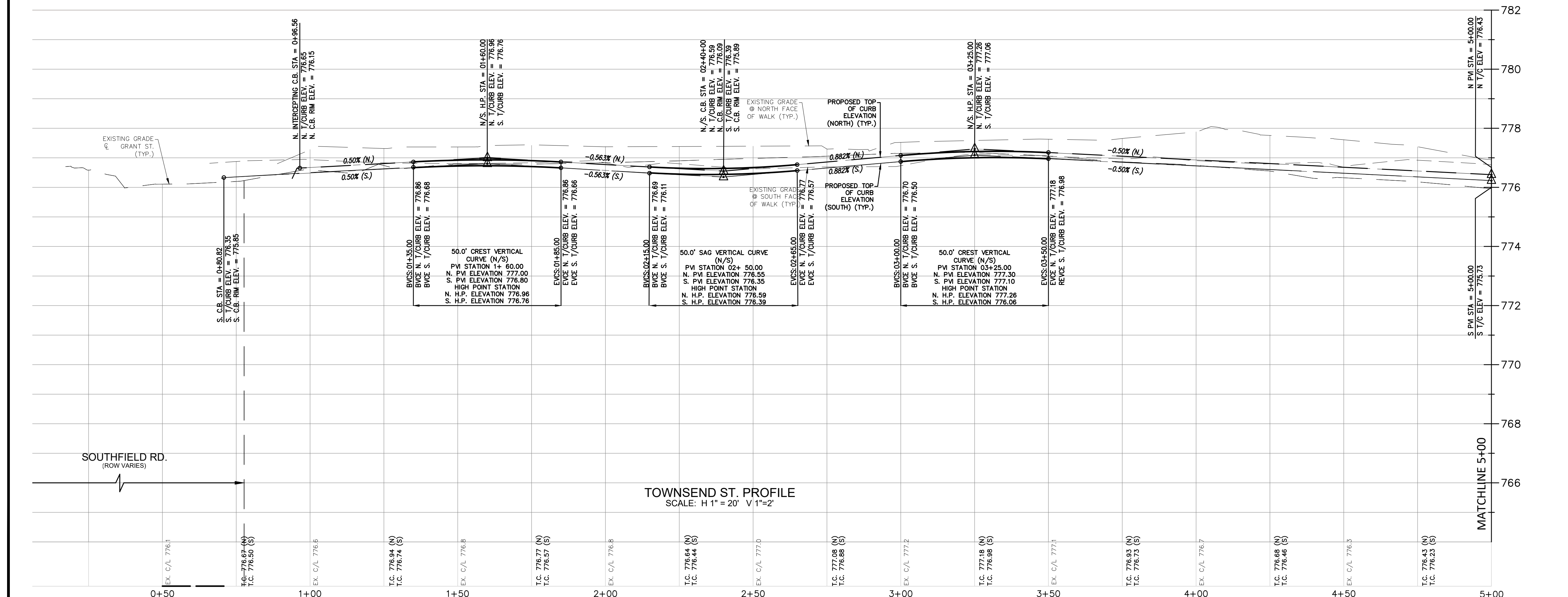
DATE:
April 23, 2021

SCALE: 1" = 20'

NFE JOB NO. SHEET NO.
M271 C5

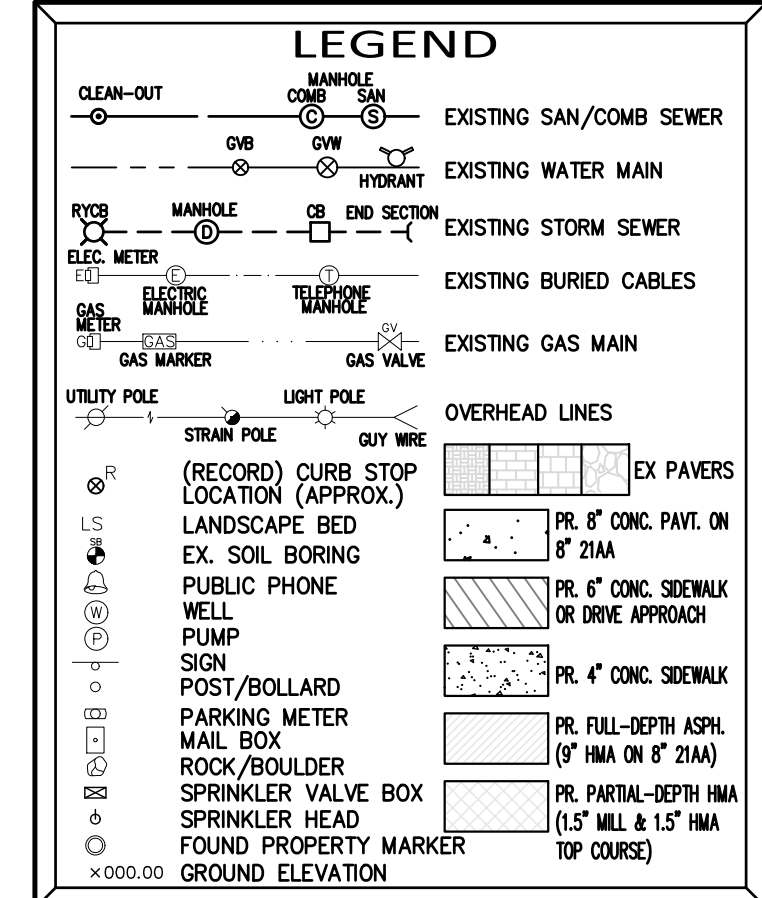


ADDRESS	WIDTH @ WALK	WIDTH @ CURB	LENGTH OF APRON	AREA (SQ)	CURB DROP
525	10.2'	16.2'	7.9'	11.5	1.5"
518-542, 550-570	24.5'	30.5'	8.2'	24.9	1.5"
558	14.4'	20.4'	8.5'	16.5	1.5"
574-590	14.0'	20.0'	8.2'	15.5	1.5"
600	24.1'	30.1'	8.1'	24.3	1.5"



WATER / SEWER SERVICE NOTE
ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD. TO REFLECT EXISTING PIPE SIZE AND MATERIAL WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION AS REQUIRED, AND SHALL RE-CONNECT NEW LATERALS WITHIN THE RIGHT-OF-WAY TO EXISTING LATERALS ON PRIVATE PROPERTY (INC.).

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



SEAL

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

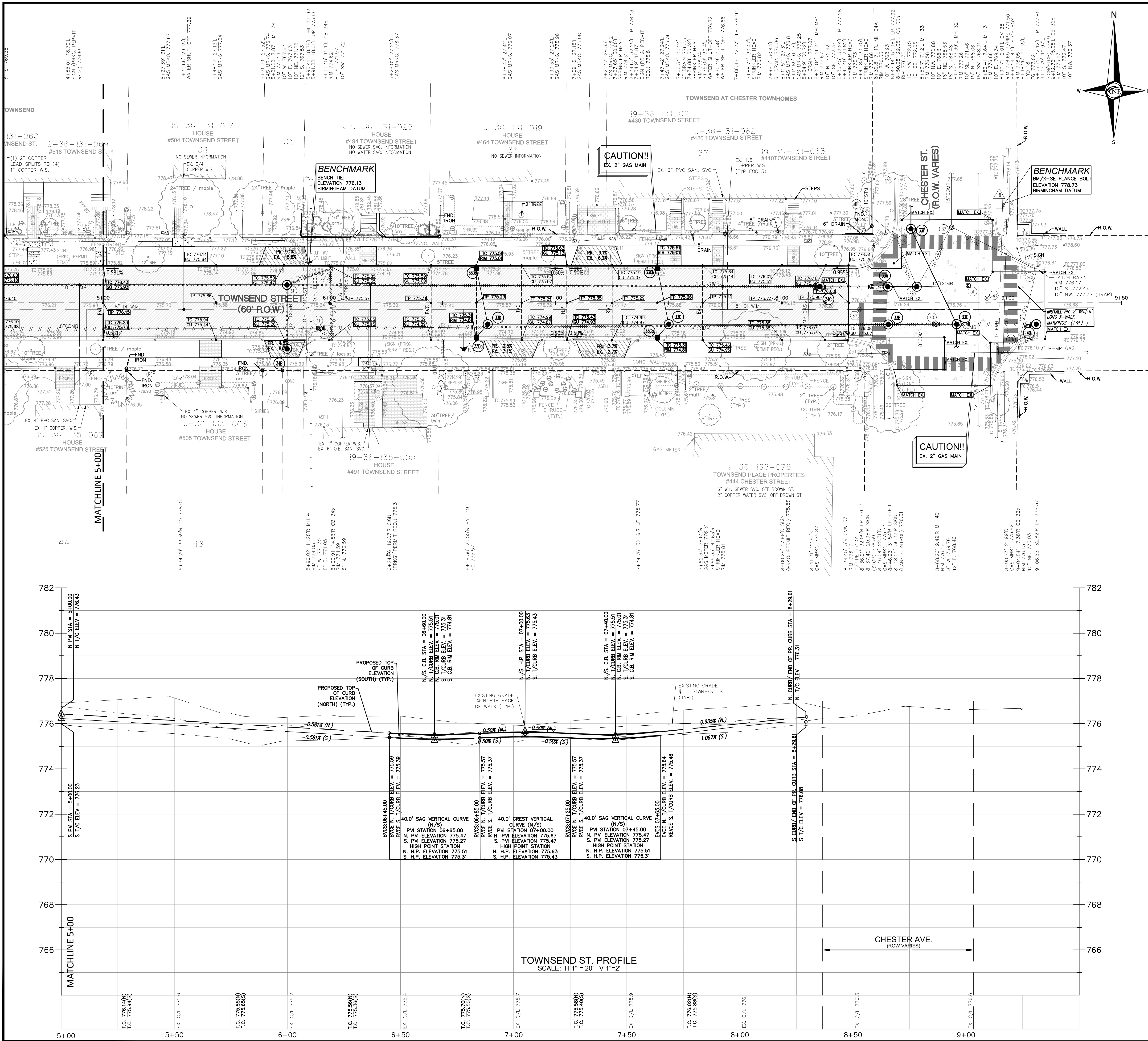
PROJECT LOCATION
Part of the Northwest 1/4 of
Section 36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

SHEET
Grading Plan
Townsend Street
Sta. 5+00 to P.O.E.

811
Know what's below
Call before you dig.

DATE ISSUED/REVISED
04-23-21 ISSUED SURVEY
06-30-21 CITY REVIEW
07-22-21 BIDS

DRAWN BY:
G. Viju
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
April 23, 2021
SCALE: 1" = 20'
NFE JOB NO. SHEET NO.
M271 C6



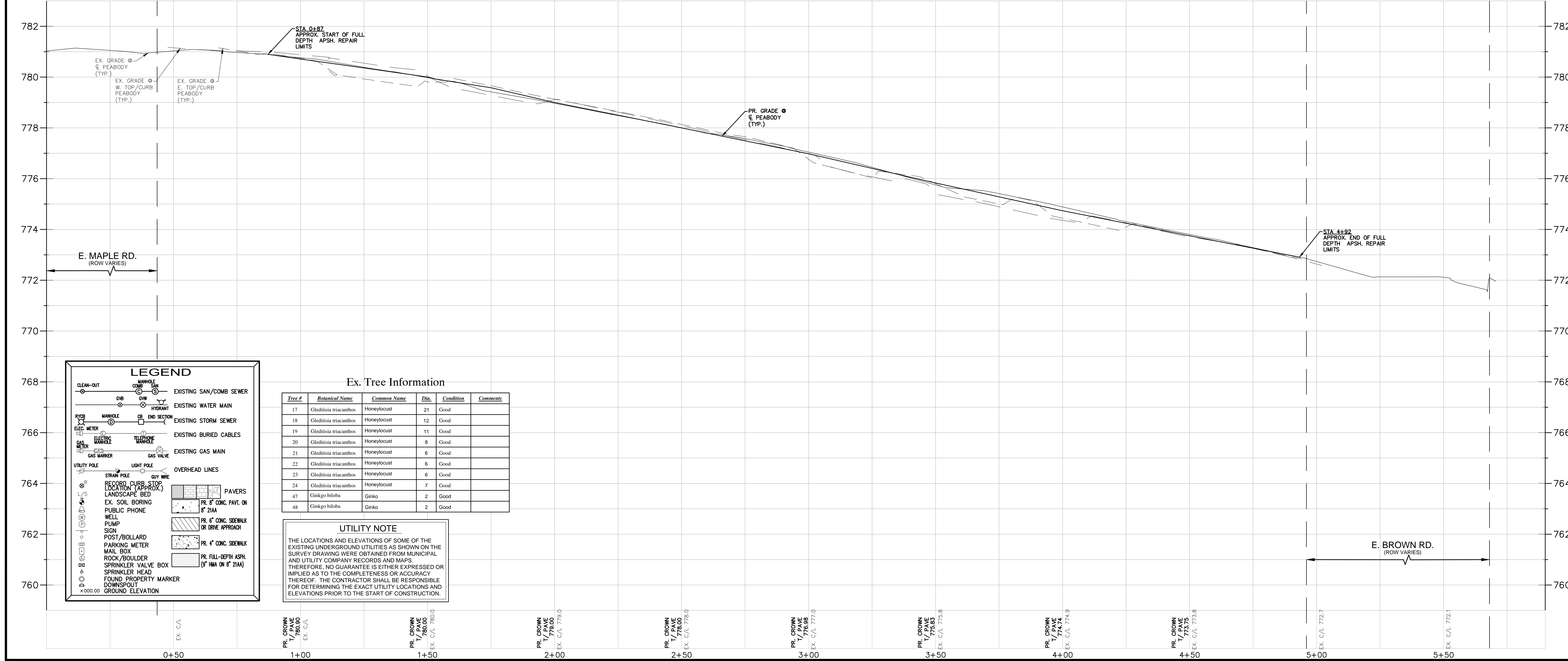
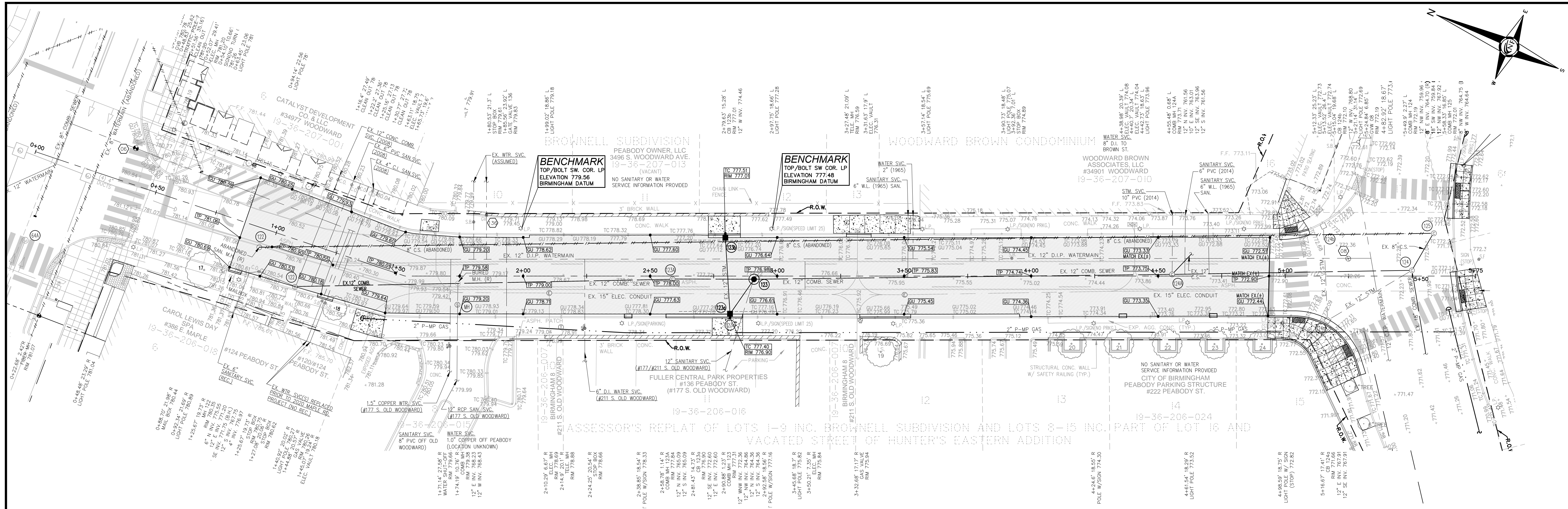
DRIVEWAY SCHEDULE					
ADDRESS	WIDTH @ WALK	WIDTH @ CURB	LENGTH OF APRON	AREA (SQ)	CURB DROP
#10-430, 464	16.5'	22.5'	8.7'	18.6	1.5
444	18.5'	24.5'	7.9'	18.7	1.5
444	18.5'	24.5'	7.9'	18.7	1.5
491, 505	12.2'	18.2'	7.7'	13.0	1.5
494, 504	17.0'	22.9'	8.4'	18.2	1.5

WATER / SEWER SERVICE NOTE
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LEGEND

- CLEAN-OUT
- MANHOLE
- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING WATER SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- UTILITY POLE
- LIGHT POLE
- OVERHEAD LINES
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE WELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- GROUND ELEVATION



SEAL

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Northwest $\frac{1}{4}$ of
Section 36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

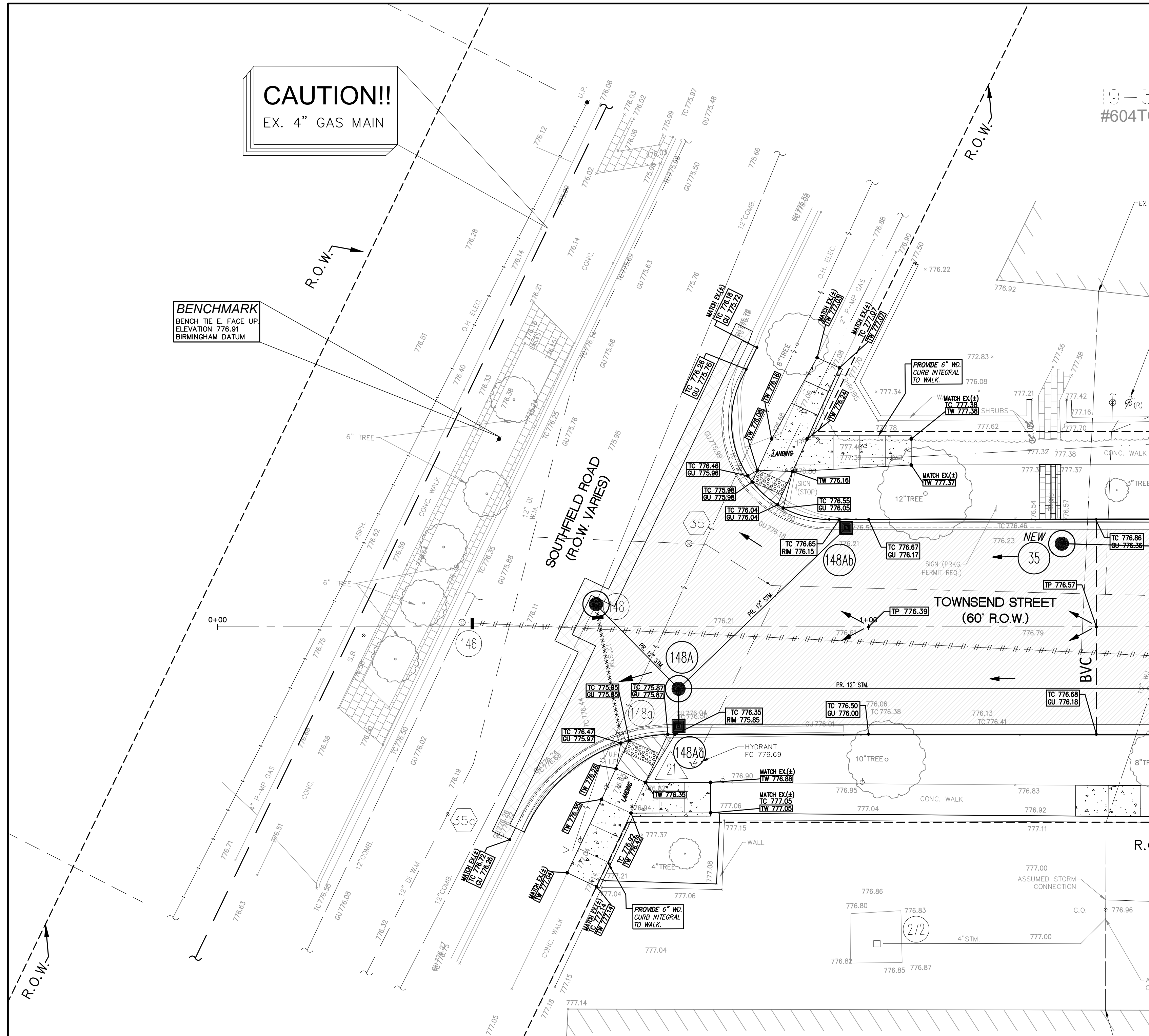
SHEET
Intersection Grading
Details - Townsend St. &
Southfield Rd.



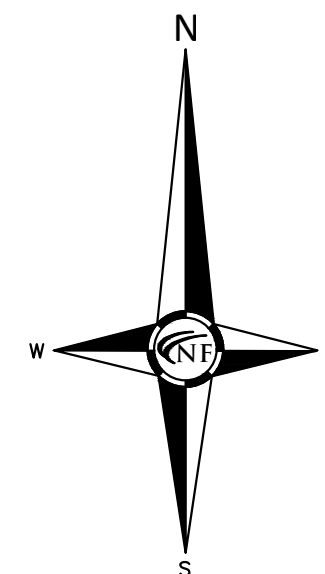
Know what's below
Call before you dig.

DATE ISSUED/REVISED
04-23-21 ISSUED SURVEY
06-30-21 CITY REVIEW
07-22-21 BIDS

DRAWN BY:
G. Viju
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
April 23, 2021
SCALE: 1" = 10'
NFE JOB NO. SHEET NO.
M271 C8



TOWNSEND STREET & SOUTHFELD RD.
INTERSECTION GRADING DETAIL
SCALE: 1" = 10'



WATER / SEWER SERVICE NOTE
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LEGEND	
CLEAN-OUT	EXISTING SAN/COMB SEWER
MANHOLE	EXISTING WATER MAIN
END SECTION	EXISTING STORM SEWER
EXISTING BURIED CABLES	
EXISTING GAS MAIN	
OVERHEAD LINES	
EX PAVERS	
PR. 8\" CONC. PAVT. ON 8\" 21A	
PR. 8\" CONC. SIDEWALK OR DRIVE APPROACH	
PR. 4\" CONC. SIDEWALK	
PR. FULL-DEPTH ASPH. (8\" HMA ON 8\" 21A)	
PR. PARTIAL-DEPTH HMA (1.5\" MILL & 1.5\" HMA TOP COURSE)	
GROUND ELEVATION	



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Northeast 1/4 of
Section 36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

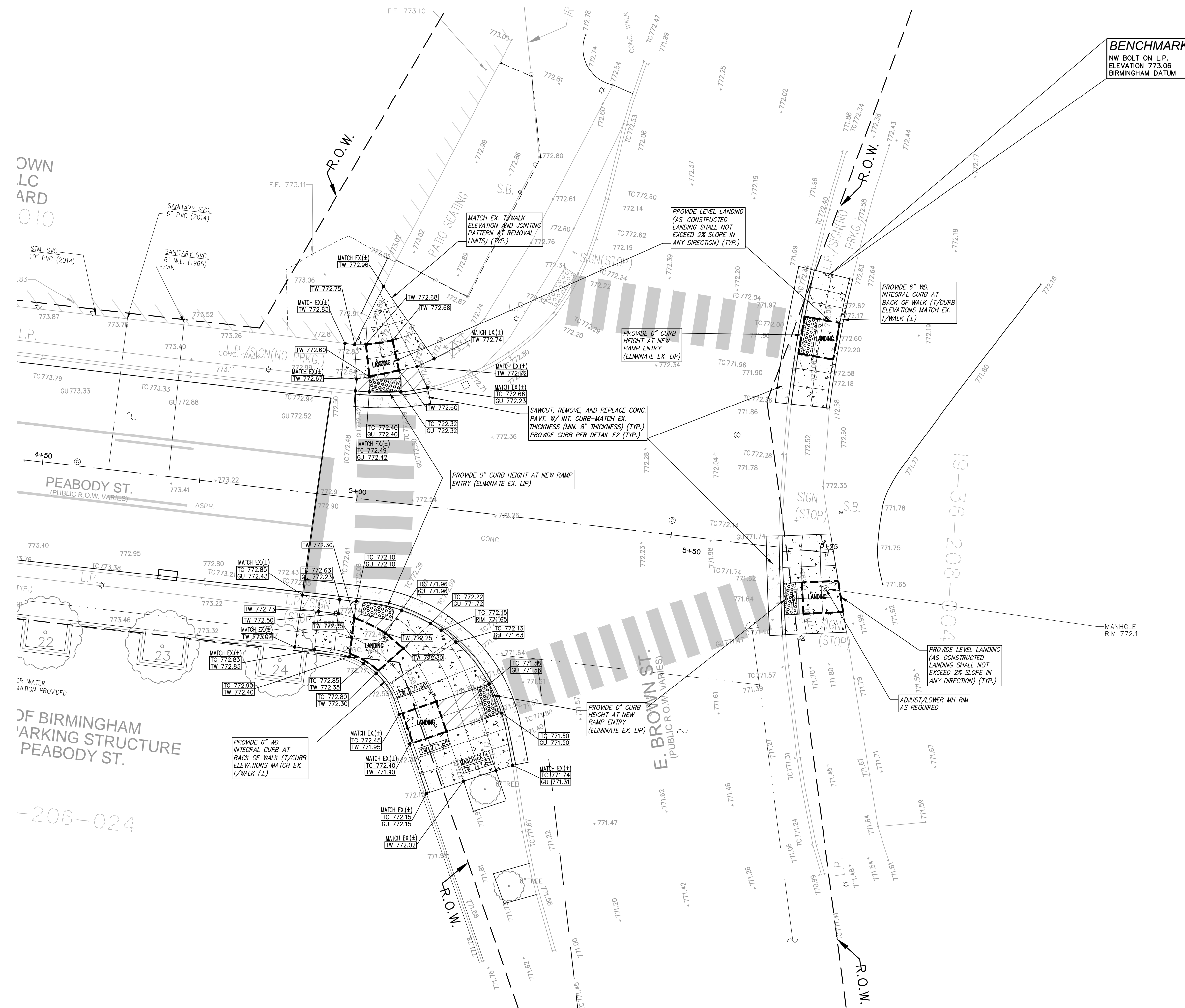
SHEET
Intersection Grading
Details - Peabody St. &
Brown Street



Know what's below
Call before you dig.

DATE ISSUED/REVISED
04-29-2021 ISSUED SURVEY
07-22-2021 R1DS

DRAWN BY:
G. Viju
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
1-4-2019
SCALE: 1" = 10'
NFE JOB NO. SHEET NO.
K720-02 C9



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
COMB. SEWER	COMB. SEWER	EXISTING WATER MAIN
EXISTING WATER MAIN	EXISTING STORM SEWER	EXISTING BURIED CABLES
EXISTING STORM SEWER	EXISTING GAS MAIN	OVERHEAD LINES
EXISTING BURIED CABLES	EXISTING GAS MAIN	EX. PAVERS
EXISTING GAS MAIN	OVERHEAD LINES	PR. 8" CONC. PAVT. ON 8" 21A
OVERHEAD LINES	EX. PAVERS	PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
EX. PAVERS	PR. 8" CONC. PAVT. ON 8" 21A	PR. 4" CONC. SIDEWALK
PR. 8" CONC. PAVT. ON 8" 21A	PR. 6" CONC. SIDEWALK OR DRIVE APPROACH	PR. FULL-DEPTH ASPH. (8" HMA ON 8" 21A)
PR. 6" CONC. SIDEWALK OR DRIVE APPROACH	PR. 4" CONC. SIDEWALK	PR. PARTIAL-DEPTH HMA (1.5" MILL & 1.5" HMA TOP COURSE)
PR. FULL-DEPTH ASPH. (8" HMA ON 8" 21A)	PR. PARTIAL-DEPTH HMA (1.5" MILL & 1.5" HMA TOP COURSE)	GROUND ELEVATION
PR. PARTIAL-DEPTH HMA (1.5" MILL & 1.5" HMA TOP COURSE)	GROUND ELEVATION	

SEAL

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Northwest 1/4 of
Section 36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

SHEET
Townsend St. Utility
Phasing and Traffic
Maintenance Plan



Know what's below
Call before you dig.

DATE ISSUED/REVISED
04-23-21 ISSUED SURVEY
06-30-21 CITY REVIEW
07-22-21 BIDS

DRAWN BY:
G. Viju

DESIGNED BY:
P. Tulikangas

APPROVED BY:
B. Buchholz

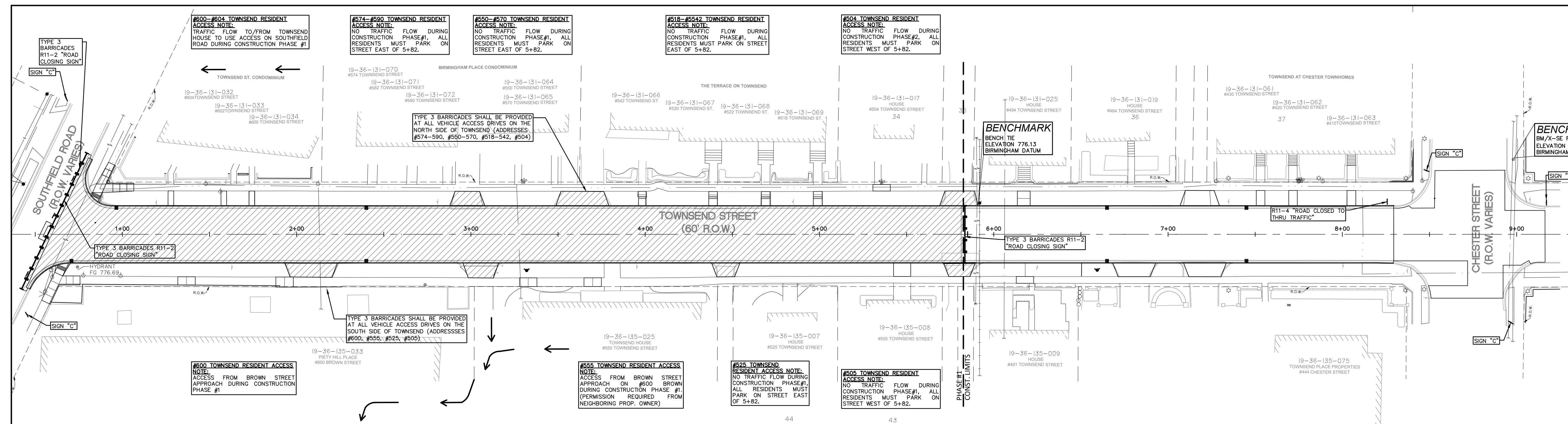
DATE:
April 23, 2021

SCALE: 1" = 30'

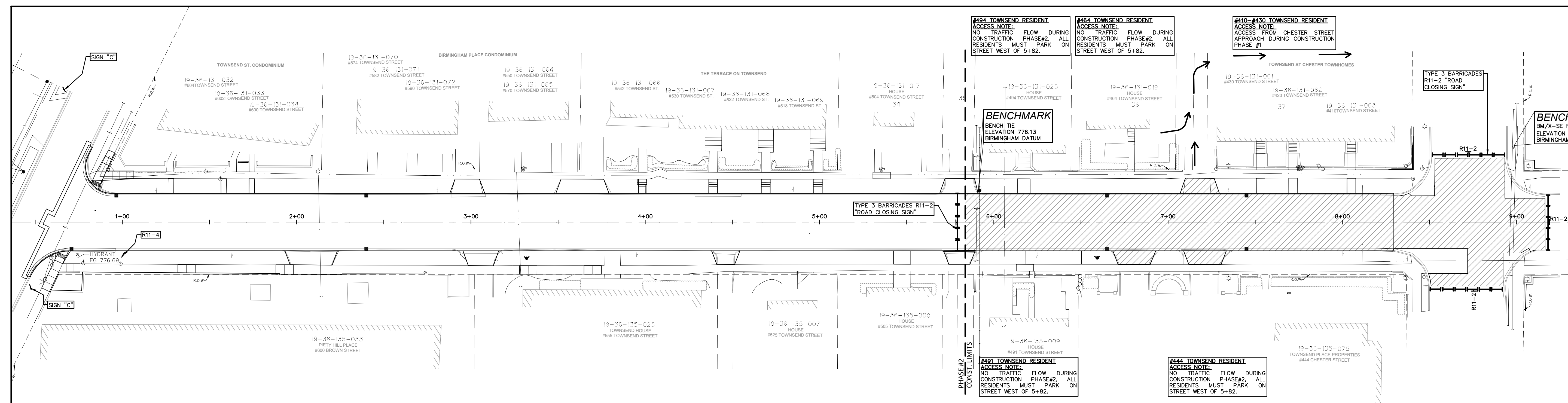
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NFE JOB NO. SHEET NO.

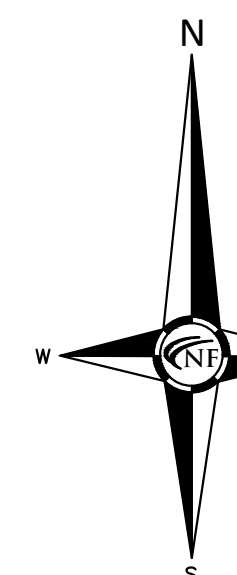
M271 C10



UTILITY PHASE #1



UTILITY PHASE #2



TOWNSEND ST. UNDER
CONSTRUCTION
SEEK ALT ROUTE

36"x72" ADVANCE WARNING SIGN "C"
BLACK LEGEND ON ORANGE BACKGROUND

SPECIAL ADVANCED WARNING SIGN QUANTITIES

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
SIGN "A"	TOWNSEND ST. UNDER CONSTRUCTION SEEK ALT ROUTE	36"x72"	5
OTHER ADVANCED WARNING SIGN QUANTITIES AS SHOWN			
DESIGNATION	DESCRIPTION	SIZE	QUANTITY
R11-2	ROAD CLOSED	60"x30"	4
R11-4	ROAD CLOSED FOR THRU TRAFFIC	36"x36"	2

PHASE #1 CONSTRUCTION NOTES (P.O.B. - 5+82):

- A. EAST OF 5+82
- NO WORK WILL BE PERFORMED DURING CONSTRUCTION PHASE #1
 - DRIVEWAY ACCESS PROVIDED.
 - STREET PARKING PERMITTED FOR LOCAL TRAFFIC WITH DRIVEWAYS CLOSED FOR CONSTRUCTION.
- B. WEST OF 5+82
- COMPLETE PAVT. REMOVAL, EARTH EXCAVATION & SUBGRADE UNDERCUTTING.
 - ALL UTILITIES WILL BE INSTALLED.
 - 8" AGGREGATE BASE INSTALLED AND COMPACTED.
 - RESIDENTS DO NOT HAVE ACCESS TO DRIVEWAYS ON TOWNSEND DURING PHASE #1 CONSTRUCTION.
 - MAINTENANCE AGGREGATE INSTALLED ON ALL DRIVE APPROACHES TO PROVIDE ACCESS TO LOCAL TRAFFIC DURING CONSTRUCTION PHASE #2.

PHASE #2 CONSTRUCTION NOTES (5+82- 8+31):

- A. EAST OF 5+82
- COMPLETE PAVT. REMOVAL, EARTH EXCAVATION & SUBGRADE UNDERCUTTING.
 - ALL UTILITIES WILL BE INSTALLED.
 - 8" OF AGGREGATE BASE INSTALLED AND COMPACTED.
 - 9" CONCRETE POURED AT CHESTER.
 - RESIDENTS DO NOT HAVE ACCESS TO DRIVEWAYS ON TOWNSEND DURING PHASE #2 CONSTRUCTION.
 - MAINTENANCE AGGREGATE TO BE INSTALLED ON ALL DRIVE APPROACHES SOUTH OF TOWNSEND TO PROVIDE ACCESS TO LOCAL TRAFFIC DURING CONSTRUCTION PHASE #3.
- B. WEST OF 5+82
- NO WORK SHALL BE PERFORMED DURING CONSTRUCTION PHASE #2
 - DRIVEWAY ACCESS PROVIDED.
 - STREET PARKING PERMITTED FOR LOCAL TRAFFIC WITH DRIVEWAYS CLOSED FOR CONSTRUCTION.

LOCAL TRAFFIC ACCESS PHASE #1

TRAFFIC FLOW - NORTH OF TOWNSEND	
ADDRESS OR DESCRIPTION	TRAFFIC FLOW
410-430 TOWNSEND ST.	OFF TOWNSEND
464 TOWNSEND ST.	OFF TOWNSEND
494 TOWNSEND ST.	OFF TOWNSEND
504 TOWNSEND ST.	NO ACCESS DURING CONST.
518-542 TOWNSEND ST.	NO ACCESS DURING CONST.
550-570 TOWNSEND ST.	NO ACCESS DURING CONST.
574-582 TOWNSEND ST.	NO ACCESS DURING CONST.
600-604 TOWNSEND ST.	OFF TOWNSEND
TRAFFIC FLOW - SOUTH OF TOWNSEND	
ADDRESS OR DESCRIPTION	TRAFFIC FLOW
444 TOWNSEND ST.	OFF TOWNSEND
491 TOWNSEND ST.	OFF TOWNSEND
505 TOWNSEND ST.	NO ACCESS DURING CONST.
525 TOWNSEND ST.	NO ACCESS DURING CONST.
555 TOWNSEND ST.	OFF BROWN STREET
600 BROWN ST.	OFF BROWN STREET

LOCAL TRAFFIC ACCESS PHASE #2

TRAFFIC FLOW - NORTH OF TOWNSEND	
ADDRESS OR DESCRIPTION	TRAFFIC FLOW
410-430 TOWNSEND ST.	NO ACCESS DURING CONST.
464 TOWNSEND ST.	NO ACCESS DURING CONST.
494 TOWNSEND ST.	NO ACCESS DURING CONST.
504 TOWNSEND ST.	OFF TOWNSEND
518-542 TOWNSEND ST.	OFF TOWNSEND
550-570 TOWNSEND ST.	OFF TOWNSEND
574-582 TOWNSEND ST.	OFF TOWNSEND
600-604 TOWNSEND ST.	OFF TOWNSEND
TRAFFIC FLOW - SOUTH OF TOWNSEND	
ADDRESS OR DESCRIPTION	TRAFFIC FLOW
444 TOWNSEND ST.	NO ACCESS DURING CONST.
491 TOWNSEND ST.	NO ACCESS DURING CONST.
505 TOWNSEND ST.	NO ACCESS DURING CONST.
525 TOWNSEND ST.	OFF TOWNSEND
555 TOWNSEND ST.	OFF TOWNSEND
600 BROWN ST.	OFF TOWNSEND

LEGEND

- TYPE III BARRICADES
- TRAFFIC FLOW ROUTE DURING CONST.
- AREAS UNDER CONST.

SEAL

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

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Birmingham, MI 48012

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SHEET
Townsend St. Paving
Phasing and Traffic
Maintenance Plan



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DATE ISSUED/REVISED
04-23-21 ISSUED SURVEY
06-30-21 CITY REVIEW
07-22-21 BIDS

DRAWN BY:
G. Viju

DESIGNED BY:
P. Tulikangas

APPROVED BY:
B. Buchholz

DATE:
April 23, 2021

SCALE: 1" = 30'

NFE JOB NO.
M271

SHEET NO.
C11

PAVING PHASE #3

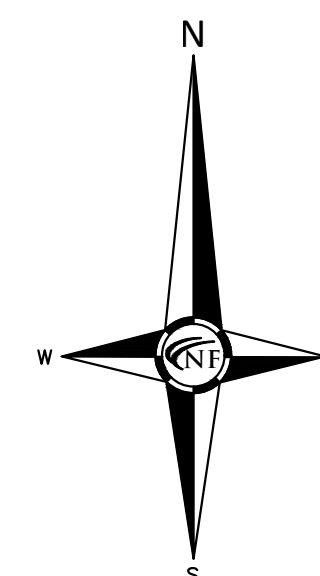
PAVING PHASE #4

TOWNSEND ST. UNDER
CONSTRUCTION
SEEK ALT ROUTE

36"x72" ADVANCE WARNING SIGN "C"
BLACK LEGEND ON ORANGE BACKGROUND

SPECIAL ADVANCED WARNING SIGN QUANTITIES

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
SIGN "C"	TOWNSEND ST. UNDER CONSTRUCTION SEEK ALT ROUTE	36"x72"	3
OTHER ADVANCED WARNING SIGN QUANTITIES AS SHOWN			
DESIGNATION	DESCRIPTION	SIZE	QUANTITY
R11-2	ROAD CLOSED	60"x30"	3
R9-9	SIDEWALK CLOSED	24"x12"	2
R3-1	NO RIGHT TURN	24"x24"	1
R3-2	NO LEFT TURN	24"x24"	1
R3-27	NO THRU TRAFFIC	24"x24"	1



PHASE #3 CONSTRUCTION NOTES (N. OF TOWNSEND)

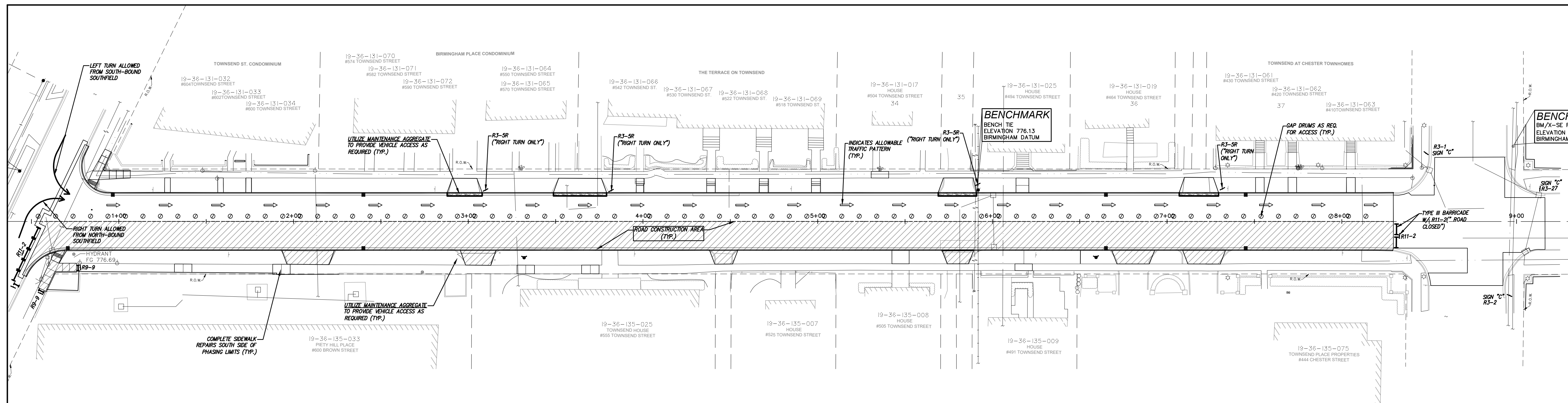
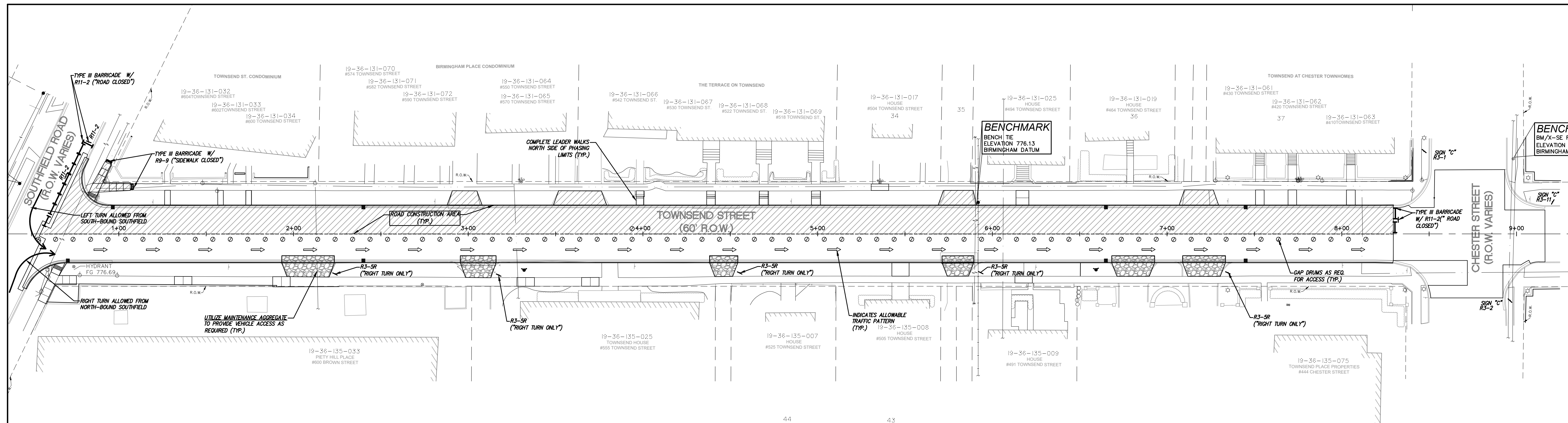
- PLACE DRIVE APPROACH'S, CONC. CURB & GUTTER AND SECTIONS OF SIDEWALK SHOWN PER PLAN.
- PLACE 4.5" HMA BASE COURSE
- EASTBOUND TOWNSEND WILL BE OPEN FOR TRAFFIC THROUGHOUT PHASE #3.
- MAINTENANCE AGGREGATE PLACED ON DRIVE APPROACHES SOUTH OF TOWNSEND TO PROVIDE ACCESS TO LOCAL TRAFFIC.
- NO STREET PARKING PERMITTED DURING PHASE #3.
- SOUTH DRIVEWAY ACCESS PROVIDED.

PHASE #4 CONSTRUCTION NOTES (S. OF TOWNSEND)

- PLACE DRIVE APPROACH'S, CONC. CURB & GUTTER AND SECTIONS OF SIDEWALK SHOWN PER PLAN.
- PLACE 4.5" HMA BASE COURSE
- EASTBOUND TOWNSEND WILL BE OPEN FOR TRAFFIC THROUGHOUT PHASE #4 VIA LANE SHIFT TO NORTH LANE.
- MAINTENANCE AGGREGATE PLACED ON DRIVE APPROACHES NORTH OF TOWNSEND TO PROVIDE ACCESS TO LOCAL TRAFFIC.
- NO STREET PARKING PERMITTED DURING PHASE #4
- NORTH RESIDENT ACCESS PROVIDED.

PHASE #5 CONSTRUCTION NOTES

- HMA LEVELING COURSE & TOP COURSE WILL BE PLACED DURING PHASE #5.
- ROAD CLOSED TO TRAFFIC DURING PAVING.



LOCAL TRAFFIC ACCESS PHASE #3

TRAFFIC FLOW - NORTH OF TOWNSEND	
ADDRESS OR DESCRIPTION	TRAFFIC FLOW
410-430 TOWNSEND ST.	OFF CHESTER
464 TOWNSEND ST.	OFF CHESTER
494 TOWNSEND ST.	NO ACCESS DURING CONST.
504 TOWNSEND ST.	NO ACCESS DURING CONST.
518-542 TOWNSEND ST.	NO ACCESS DURING CONST.
550-570 TOWNSEND ST.	NO ACCESS DURING CONST.
574-582 TOWNSEND ST.	NO ACCESS DURING CONST.
600-604 TOWNSEND ST.	OFF SOUTHFIELD

TRAFFIC FLOW - SOUTH OF TOWNSEND	
ADDRESS OR DESCRIPTION	TRAFFIC ACES
444 TOWNSEND ST.	OFF TOWNSEND
491 TOWNSEND ST.	OFF TOWNSEND
505 TOWNSEND ST.	OFF TOWNSEND
525 TOWNSEND ST.	OFF TOWNSEND
555 TOWNSEND ST.	OFF TOWNSEND
600 BROWN ST.	OFF TOWNSEND

LOCAL TRAFFIC ACCESS PHASE #4

TRAFFIC FLOW - NORTH OF TOWNSEND	
ADDRESS OR DESCRIPTION	TRAFFIC FLOW
410-430 TOWNSEND ST.	OFF TOWNSEND
464 TOWNSEND ST.	OFF CHESTER
494 TOWNSEND ST.	OFF TOWNSEND
504 TOWNSEND ST.	OFF TOWNSEND
518-542 TOWNSEND ST.	OFF TOWNSEND
550-570 TOWNSEND ST.	OFF TOWNSEND
574-582 TOWNSEND ST.	OFF TOWNSEND
600-604 TOWNSEND ST.	OFF TOWNSEND

TRAFFIC FLOW - SOUTH OF TOWNSEND	
ADDRESS OR DESCRIPTION	TRAFFIC FLOW
444 TOWNSEND ST.	NO ACCESS DURING CONST.
491 TOWNSEND ST.	NO ACCESS DURING CONST.
505 TOWNSEND ST.	NO ACCESS DURING CONST.
525 TOWNSEND ST.	NO ACCESS DURING CONST.
555 TOWNSEND ST.	OFF BROWN STREET
600 BROWN ST.	OFF BROWN STREET

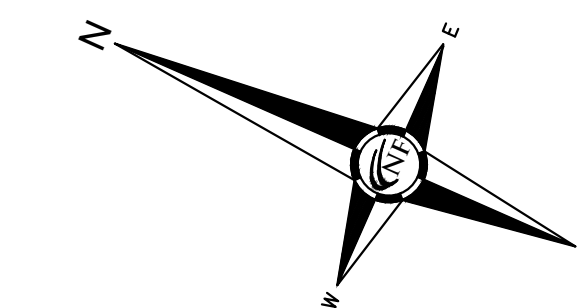
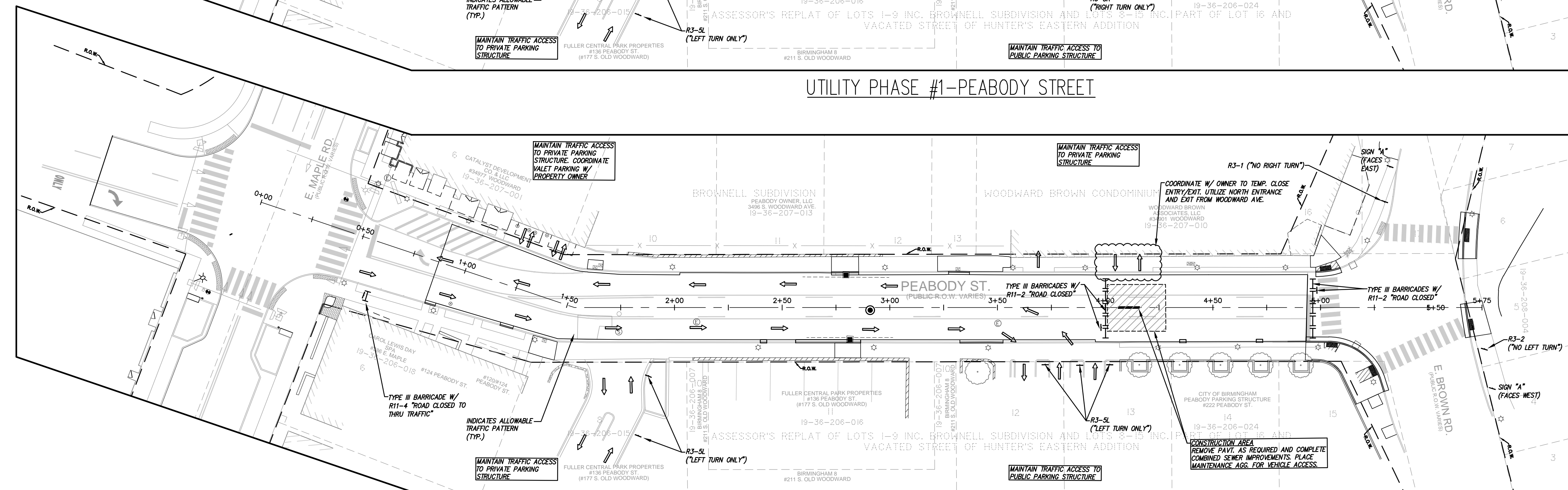
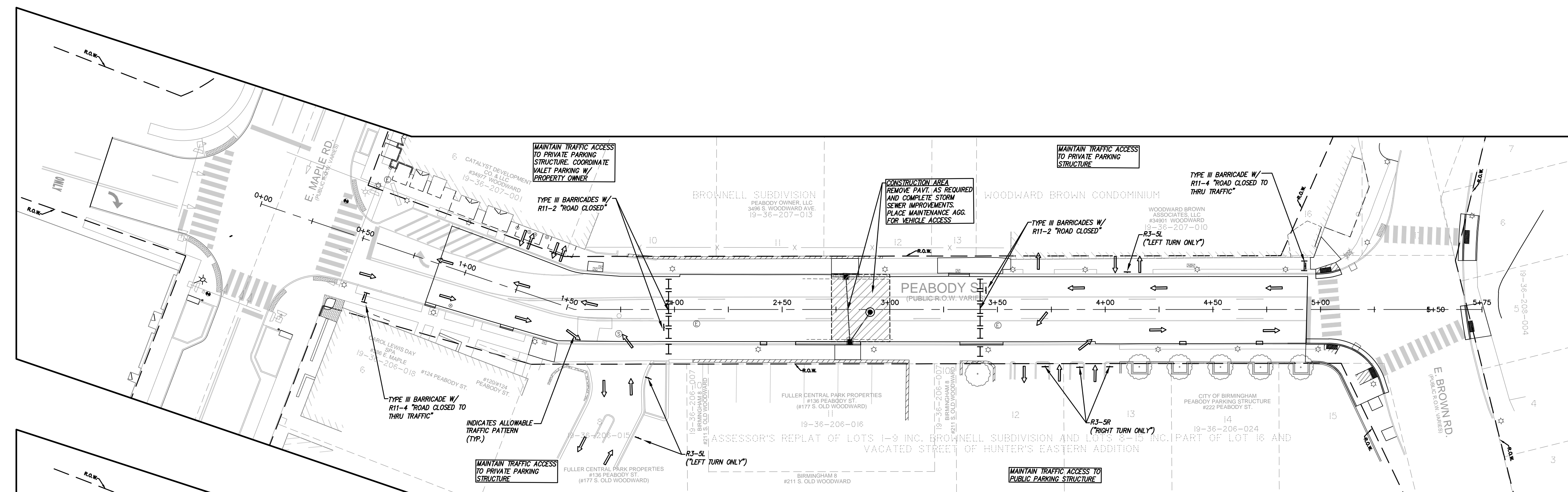
LEGEND

- TRAFFIC FLOW ROUTE
- TRAFFIC CONTROL DRUMS
- TYPE III BARRICADES
- TRAFFIC FLOW ROUTE DURING CONST.
- AREAS UNDER CONST.
- MAINTENANCE AGG.

- UTILITY PHASING AND TRAFFIC MAINTENANCE NOTES
- PHASE 1**
- PEABODY CLOSED TO THRU TRAFFIC FOR NORTH-BOUND AND SOUTH-BOUND TRAFFIC, BUT OPEN TO LOCAL TRAFFIC FOR PARKING STRUCTURE ACCESS.
 - HARD CLOSURE PROVIDED NORTH AND SOUTH SIDES OF WORK AREA FOR STORM SEWER IMPROVEMENTS.
 - COMPLETE FULL-DEPTH PAVEMENT, CURB, WALK REMOVALS
 - COMPLETE STORM SEWER IMPROVEMENTS.
 - BACKFILL AND COMPACT EXCAVATION AREA WITH TRENCH BACKFILL AND MAINTENANCE AGGREGATE TO PROVIDE DRIVABLE SURFACE FOR VEHICLE ACCESS DURING PAVING PHASES 3 AND 4.
 - UTILIZE FLAG CONTROL AS REQUIRED.
- PHASE 2**
- PEABODY CLOSED TO THRU TRAFFIC FOR NORTH-BOUND AND SOUTH-BOUND TRAFFIC, BUT OPEN TO LOCAL TRAFFIC FOR PARKING STRUCTURE ACCESS.
 - HARD CLOSURE PROVIDED NORTH AND SOUTH SIDES OF WORK AREA FOR COMBINED SEWER IMPROVEMENTS.
 - COMPLETE FULL-DEPTH PAVEMENT, CURB, WALK REMOVALS
 - COMPLETE STORM SEWER IMPROVEMENTS.
 - BACKFILL AND COMPACT EXCAVATION AREA WITH TRENCH BACKFILL AND MAINTENANCE AGGREGATE TO PROVIDE DRIVABLE SURFACE FOR VEHICLE ACCESS DURING PAVING PHASES 3 AND 4.
 - UTILIZE FLAG CONTROL AS REQUIRED.

**N.B. PEABODY CLOSED
PRKG. STRUC. ACCESS
FROM S.B. PEABODY
VIA MAPLE**

36"x72" ADVANCE WARNING SIGN "A"
BLACK LEGEND ON ORANGE BACKGROUND



- SYMBOL KEY**
- TYPE III BARRICADES
 - ADVANCED WARNING SIGN
 - TEMP. TRAFFIC ROUTE
 - o CHANNELIZING DRUMS
 - ▨ PHASED CONSTRUCTION AREA
 - ▨ MAINTENANCE AGG. FOR VEHICLE ACCESS

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT
City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

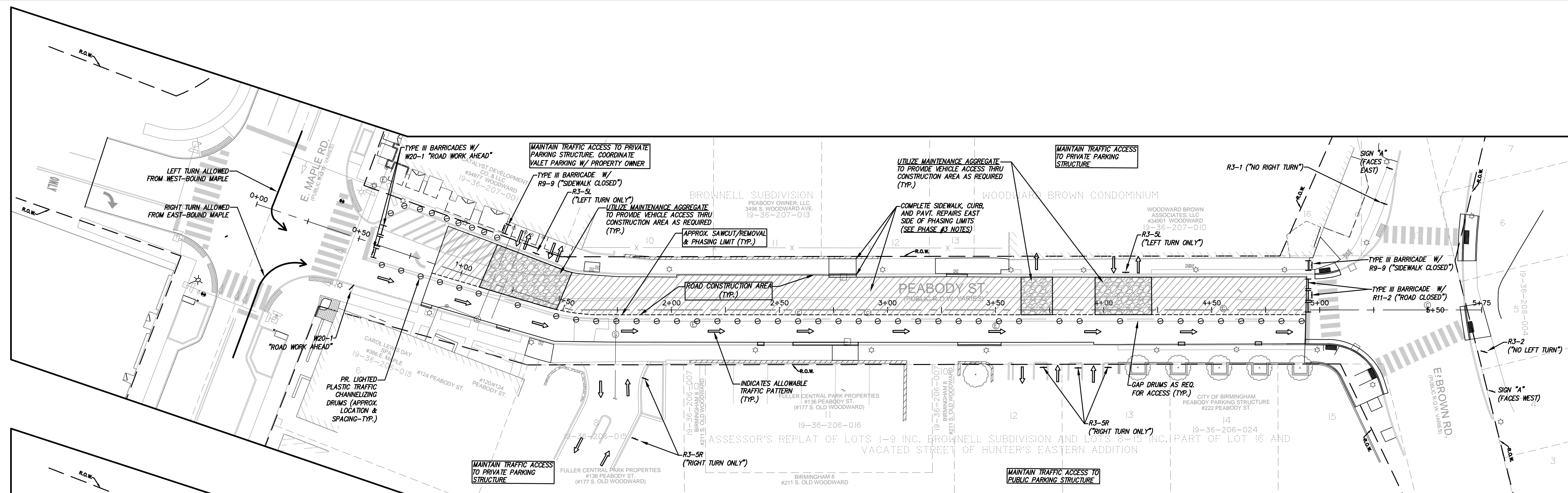
PROJECT LOCATION
Part of the Northeast 1/4 of
Section 36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

SHEET
Peabody Street
Utility Phasing and
Traffic Maintenance Plan

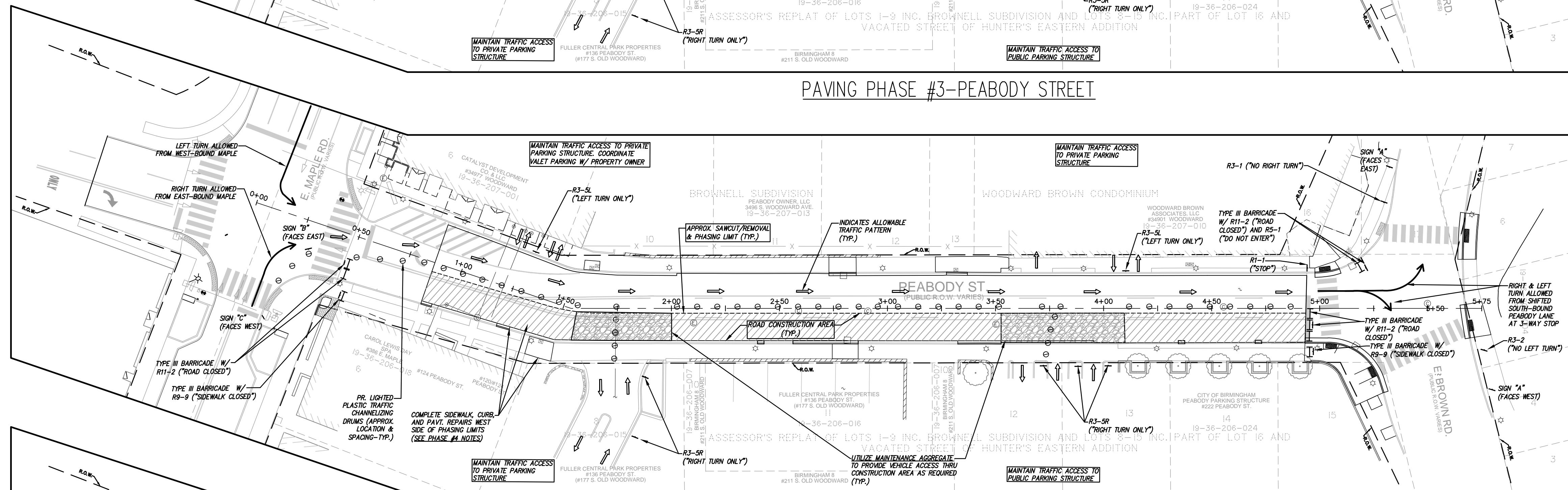
811
Know what's below
Call before you dig.

DATE ISSUED/REVISED
04-29-2021 ISSUED SURVEY
07-22-2021 RIDS

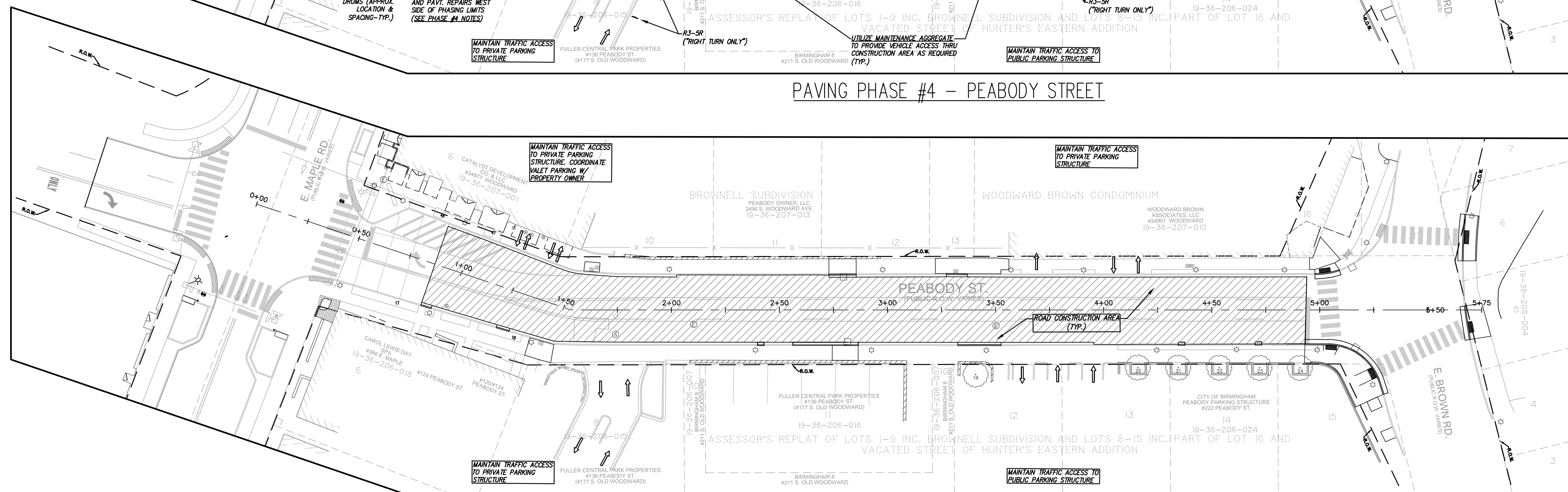
DRAWN BY:
G. Viju
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
1-4-2019
SCALE: 1" = 30'
NFE JOB NO. SHEET NO.
K720-02 C12



PAVING PHASE #3-PEABODY STREET



PAVING PHASE #4 - PEABODY STREET



PAVING PHASE #5 - PEABODY STREET

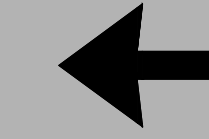
PAVING PHASING AND TRAFFIC MAINTENANCE NOTES

- PHASE 3**
- UTILITY INSTALLATIONS ARE COMPLETED DURING PHASE 1/2 AND HAVE TEMPORARY MAINTENANCE GRAVEL PLACED TO PROVIDE A DRIVABLE SURFACE.
 - EAST SIDE OF PHASING LINE**
 - MAINTAIN SOUTH-BOUND PEABODY TRAFFIC IN WEST LANE THROUGHOUT PHASE 3 (EXISTING PAVEMENT/CURB/WALKS REMAIN IN PLACE).
 - COMPLETE FULL-DEPTH PAVEMENT, CURB, WALK REMOVALS.
 - COMPLETE EARTH EXCAVATION AND UNDERCUTTING WITHIN ROAD SURFACE.
 - INSTALL REPLACEMENT CURB/GUTTER AND SIDEWALK.
 - PLACE AGGREGATE BASE, HMA BASE COURSE, AND HMA LEVELING COURSE WITHIN ROAD SURFACE.
 - MAINTAIN TRAFFIC ACCESS USING MAINTENANCE AGGREGATE AS REQUIRED.
 - UTILIZE FLAG CONTROL AS REQUIRED.
- PHASE 4**
- WEST SIDE OF PHASING LINE**
- SHIFT SOUTH-BOUND PEABODY TRAFFIC TO EAST LANE AND MAINTAIN THROUGHOUT PHASE 4.
 - COMPLETE FULL-DEPTH PAVEMENT, CURB, WALK REMOVALS.
 - COMPLETE EARTH EXCAVATION AND UNDERCUTTING WITHIN ROAD SURFACE.
 - INSTALL REPLACEMENT CURB/GUTTER AND SIDEWALK.
 - PLACE AGGREGATE BASE, HMA BASE COURSE, AND HMA LEVELING COURSE WITHIN ROAD SURFACE.
 - MAINTAIN TRAFFIC ACCESS USING MAINTENANCE AGGREGATE AS REQUIRED.
 - UTILIZE FLAG CONTROL AS REQUIRED.
- PHASE 5**
- MAINTAIN TRAFFIC NORTH AND SOUTH BOUND TRAFFIC INTERMITTENTLY - UTILIZE FLAG CONTROL AS REQUIRED.
 - INSTALL REPLACEMENT CURB/GUTTER AND SIDEWALK.
 - PLACE HMA SURFACE COURSE.
 - INSTALL PR. PAVT. MARKINGS.
 - UTILIZE FLAG CONTROL AS REQUIRED.

N.B. PEABODY CLOSED
PRKG. STRUC. ACCESS
FROM S.B. PEABODY
VIA MAPLE

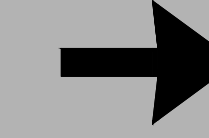
36"x72" ADVANCE WARNING SIGN "A"
BLACK LEGEND ON ORANGE BACKGROUND

S.B. PEABODY OPEN
PRKG. STRUC. ACCESS

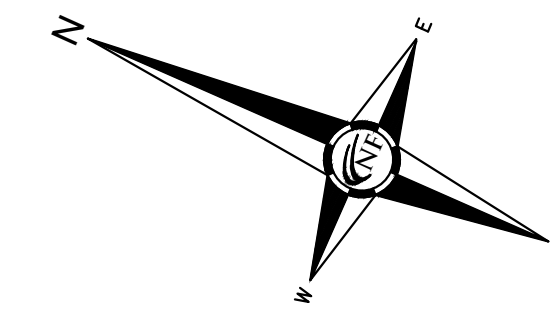


36"x72" ADVANCE WARNING SIGN "B"
BLACK LEGEND ON ORANGE BACKGROUND

S.B. PEABODY OPEN
PRKG. STRUC. ACCESS



36"x72" ADVANCE WARNING SIGN "B"
BLACK LEGEND ON ORANGE BACKGROUND



SYMBOL KEY	
	TYPE III BARRICADES
	ADVANCED WARNING SIGN
	TEMP. TRAFFIC ROUTE
	CHANNELIZING DRUMS
	PHASED CONSTRUCTION AREA
	MAINTENANCE AGG. FOR VEHICLE ACCESS



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

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Northeast 1/4 of
Section 36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

SHEET
Peabody Street
Paving Phasing and
Traffic Maintenance Plan



DATE ISSUED/REVISED
04-29-2021 ISSUED SURVEY
07-22-2021 BIDS

DRAWN BY:
G. Viju
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
1-4-2019
SCALE: 1" = 30'
NFE JOB NO. **K720-02** SHEET NO. **C13**

SEAL

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

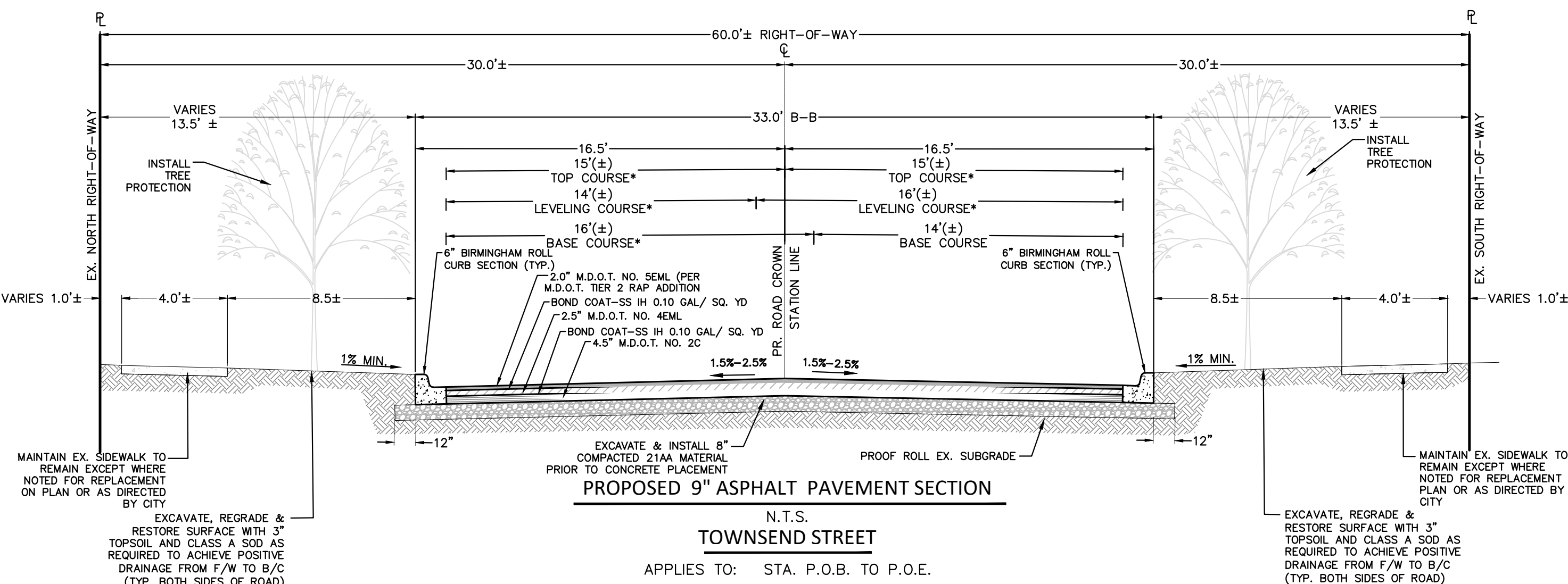
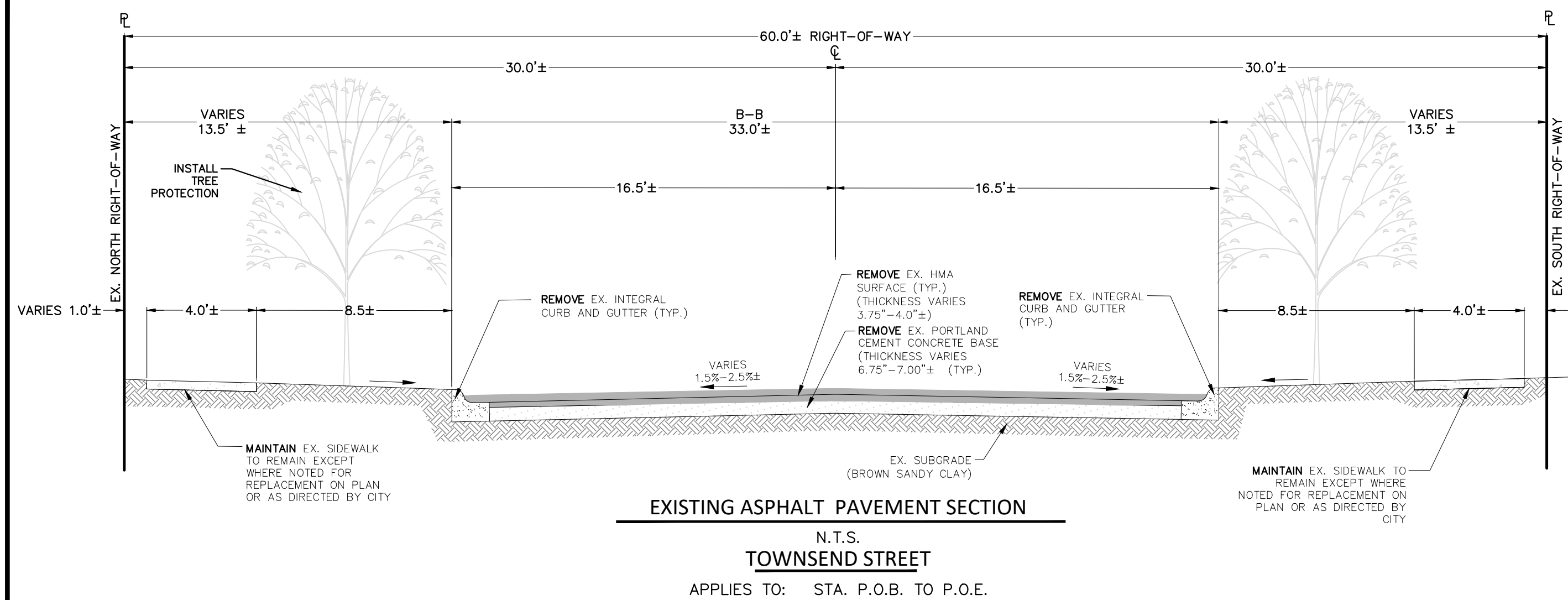
PROJECT LOCATION
Part of the Northwest $\frac{1}{4}$ of
Section 36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

SHEET
Existing & Proposed Road
Cross-Sections - Townsend
& Peabody

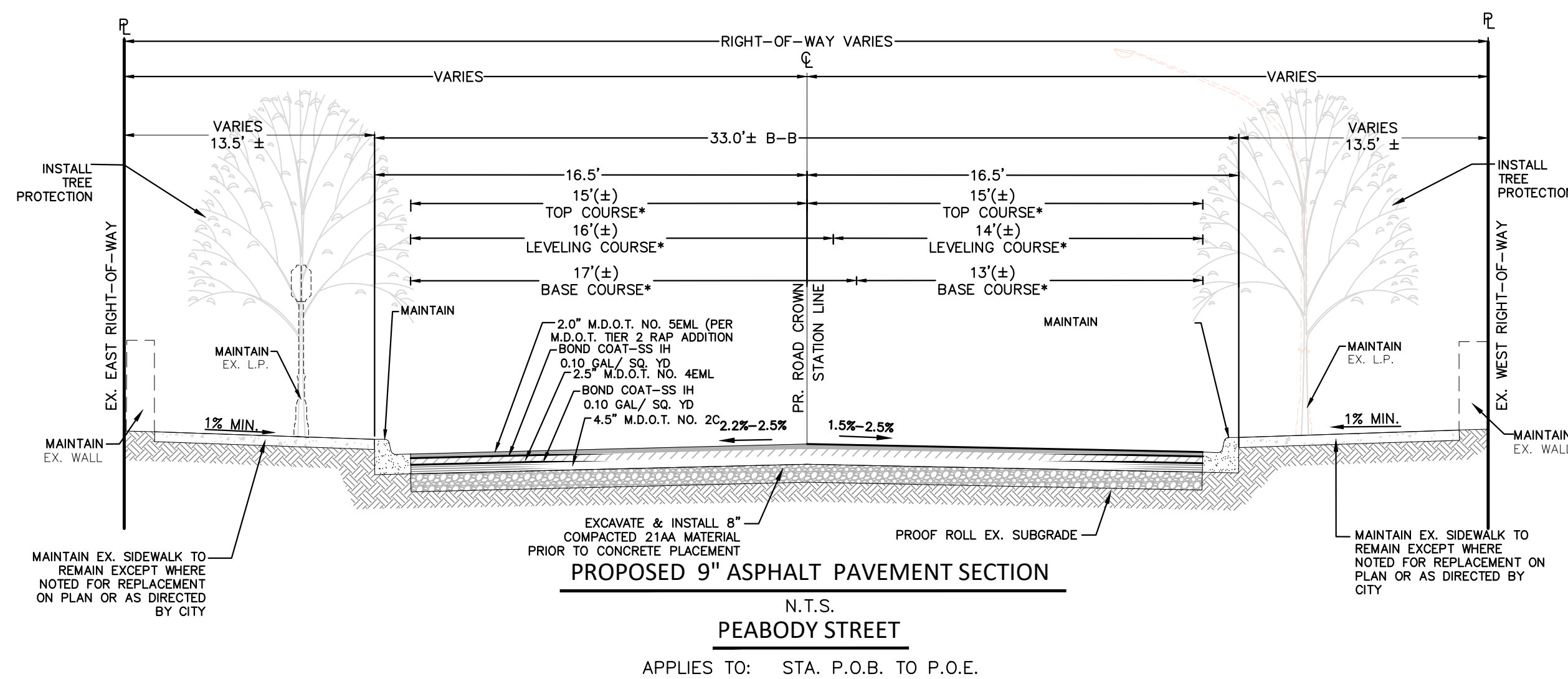
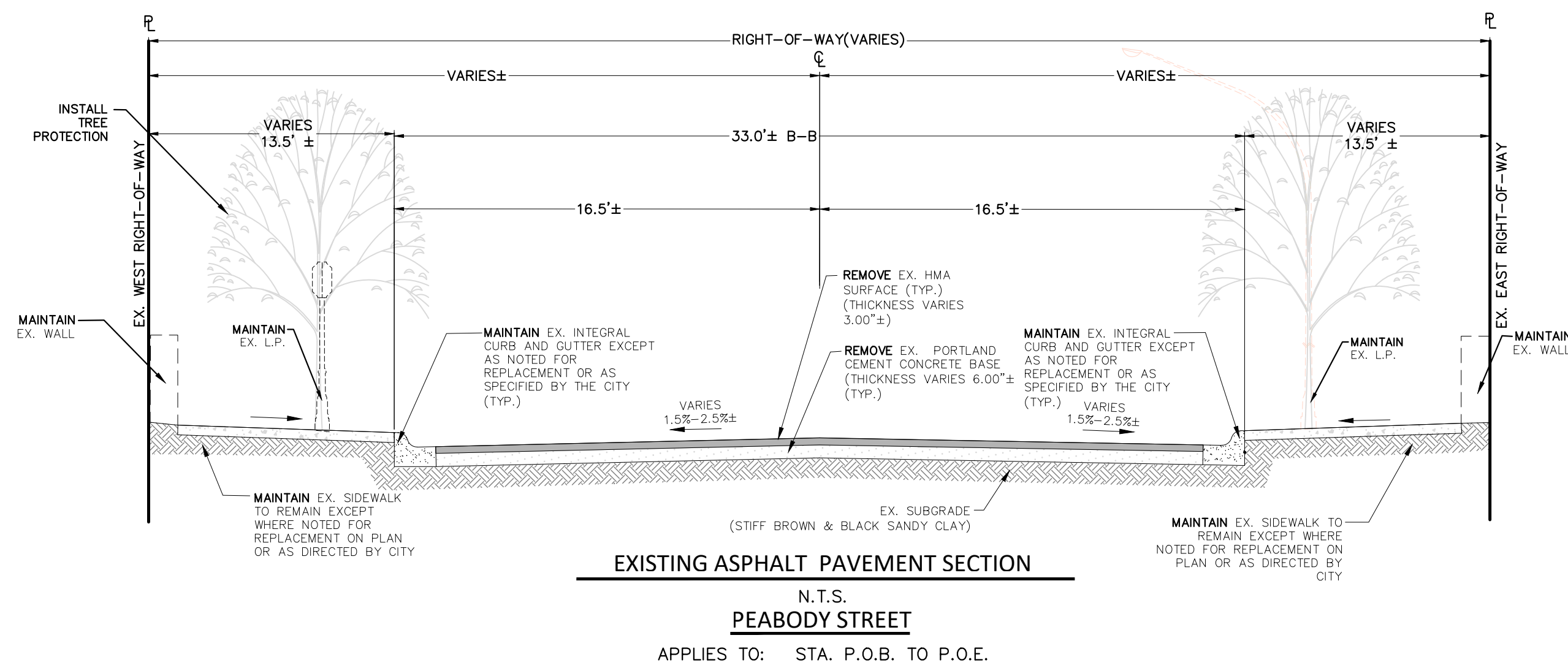


DATE ISSUED/REVISED
04-23-21 ISSUED SURVEY
06-30-21 CITY REVIEW
07-22-21 BIDS

DRAWN BY:
G. Viju
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
April 23, 2021
SCALE: 1" = 20'
NFE JOB NO. M271 SHEET NO. C15



***HMA PLACEMENT NOTE:**
- APPROXIMATE WIDTH DIMENSIONS ARE PROVIDED FOR HMA TOP, LEVELING, & BASE COURSES. ACTUAL PLACEMENT WIDTHS SHALL BE REVIEWED DURING CONSTRUCTION SUCH THAT JOINTS BETWEEN HMA COURSES ARE OFFSET A MIN. OF 1 FOOT.
- REFER TOWNSEND STREET PHASING PLAN FOR MORE DETAILS.



***HMA PLACEMENT NOTE:**
- APPROXIMATE WIDTH DIMENSIONS ARE PROVIDED FOR HMA TOP, LEVELING, & BASE COURSES. ACTUAL PLACEMENT WIDTHS SHALL BE REVIEWED DURING CONSTRUCTION SUCH THAT JOINTS BETWEEN HMA COURSES ARE OFFSET A MIN. OF 1 FOOT.
- REFER PEABODY STREET PHASING PLAN FOR MORE DETAILS.

SEAL

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the S./N. 1/2
of Section 25/36
Town 2 North ,
Range 10 East
City of Birmingham,
Oakland County, Michigan

SHEET
East Maple Road Pavement
Marking & Signage Plan

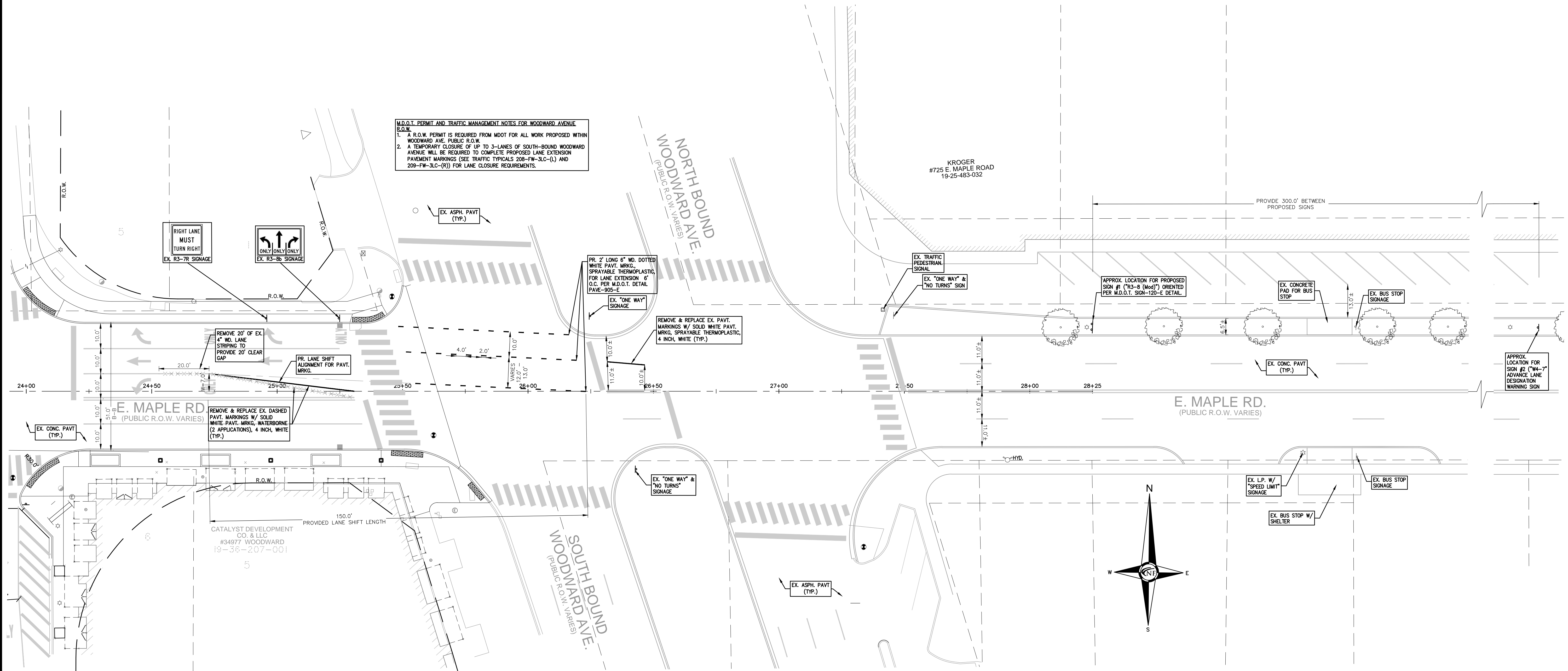


Know what's below
Call before you dig.

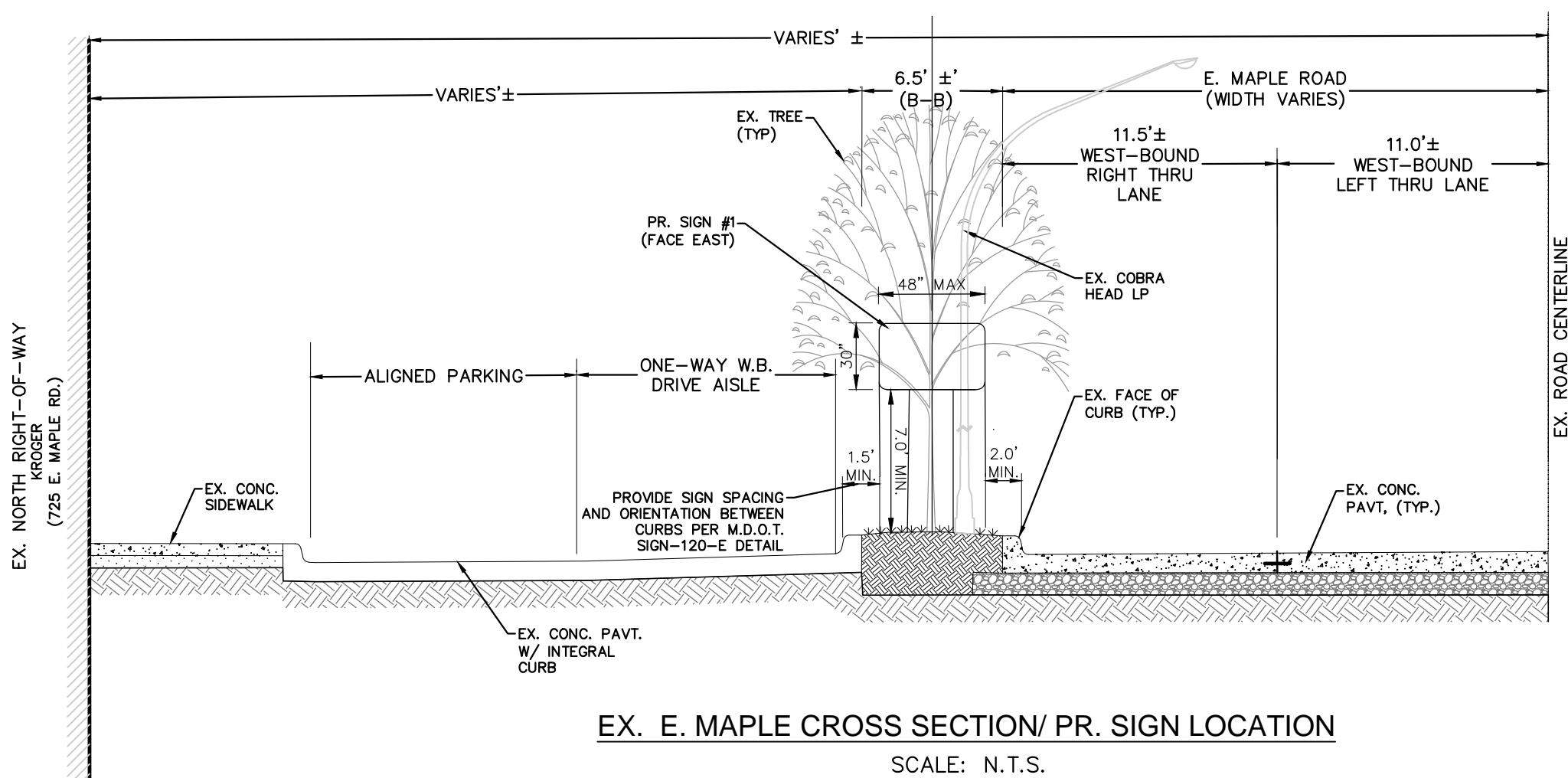
DATE	ISSUED/REVISED
03-24-21	CITY REVIEW
05-10-21	REVISED PER CITY
06-04-21	M.D.O.T. PERMIT SUBMITTAL
06-16-21	REVISED PER M.D.O.T. REVIEW
07-22-21	BIDS

DRAWN BY:
G. Viju
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
March 24, 2021

SCALE: 1" = 20'
NFE JOB NO. **K516** SHEET NO. **C16**



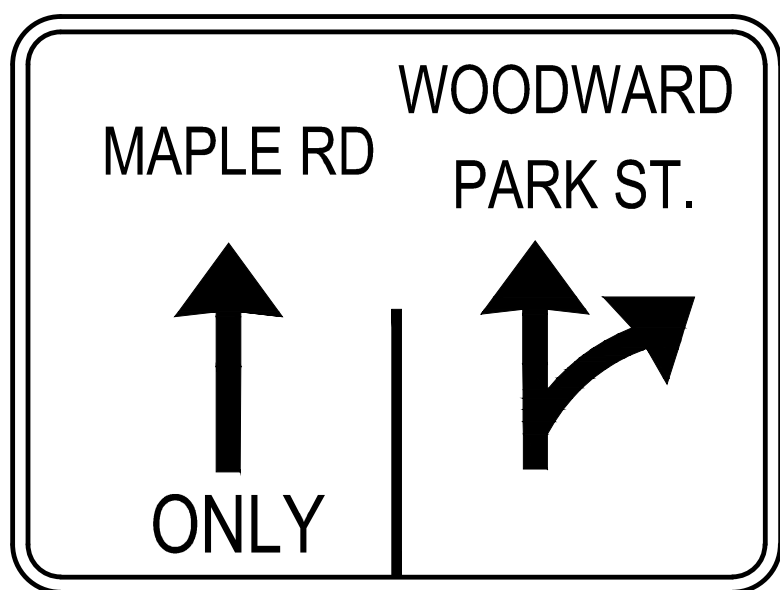
EAST MAPLE PAVEMENT MARKING REVISION & SIGNAGE



EX. E. MAPLE CROSS SECTION/ PR. SIGN LOCATION
SCALE: N.T.S.

EAST MAPLE ROAD SPEED LIMIT NOTES:
POSTED SPEED: 25 MPH
DESIGN SPEED: 30 MPH
LANE SHIFT DESIGN SPEED (S) = 30 MPH
LANE SHIFT WIDTH (W) = 7 FT
MIN. LANE SHIFT LENGTH (L) = ((WS²)/60) = 105 L.F.
PROVIDED LANE SHIFT LENGTH = 150 L.F.

REFERENCED M.D.O.T. TYPICALS:
• SIGN-120-E
• SIGN-150-D
• PAVE-905-E



PR. SIGN #1
R3-8 (mod)
48" x 36"
ADVANCED INTERSECTION LANE
CONTROL SIGNAGE
BLACK LEGEND ON WHITE
BACKGROUND

NOTE:
• ALL SIGNAGE AND SUPPORTS
SHOULD BE PER MUTCD & M.D.O.T.
STANDARDS
• PROVIDE 2 EA - 3# STEEL POSTS
PER M.D.O.T. DETAIL SIGN 150-D
• ALL SIGNS WILL BE PROVIDED AND
INSTALLED BY THE CITY.



PR. SIGN #2
W4-7
30" x 30"
ADVANCED LANE DESIGNATION
WARNING SIGNAGE
BLACK LEGEND ON YELLOW
BACKGROUND
(REFER SHEET C2 FOR DETAILS)

Sign Support Selection Chart: Backslope Section, Freeway and Non-Freeway																													
Sign Height (ft)	Sign Width (ft)																				Notes: -Based on AASHTO 6th Ed. (2013). -Numbers in individual cells represent sign areas. -Based on a 7ft height from bottom of sign to pavement.								
	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20											
	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9	9.5	10	11	12		13	14	15	16	17	18	19	20
	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9	9.5	10	11	12		13	14	15	16	17	18	19	20
1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
2	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	
2.5	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	
3	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	
3.5	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
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11.5	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	
12																													

NOT TO SCALE

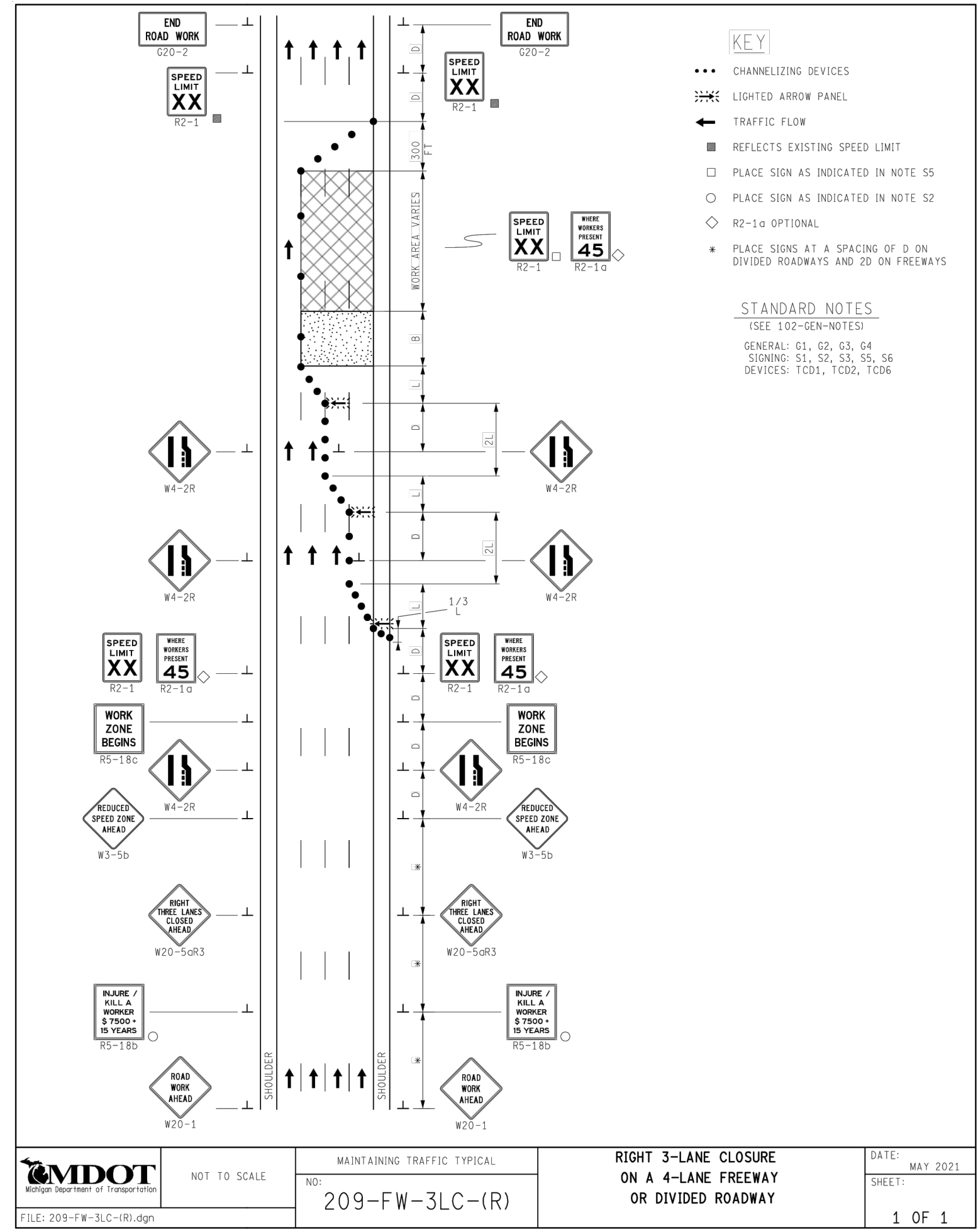
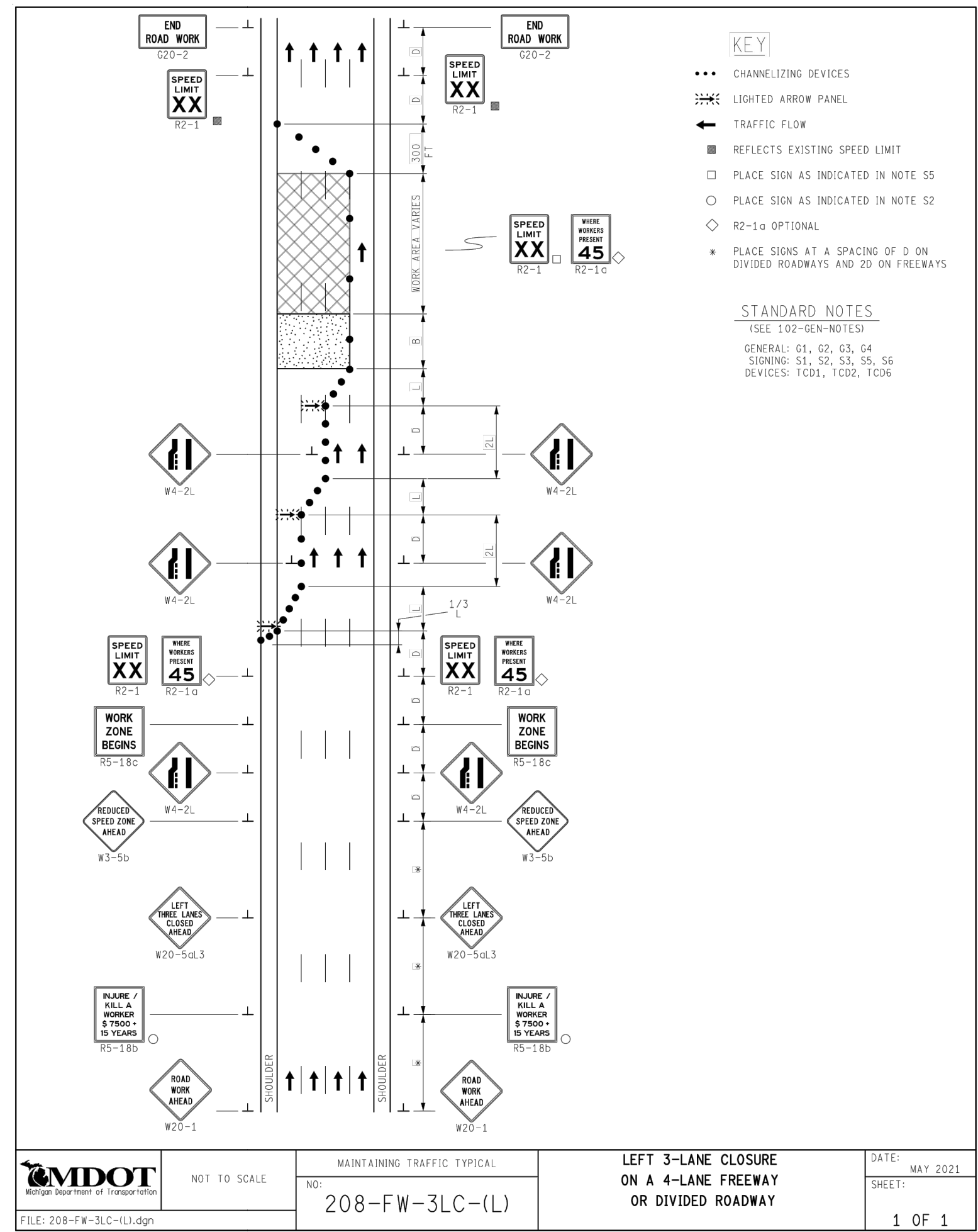
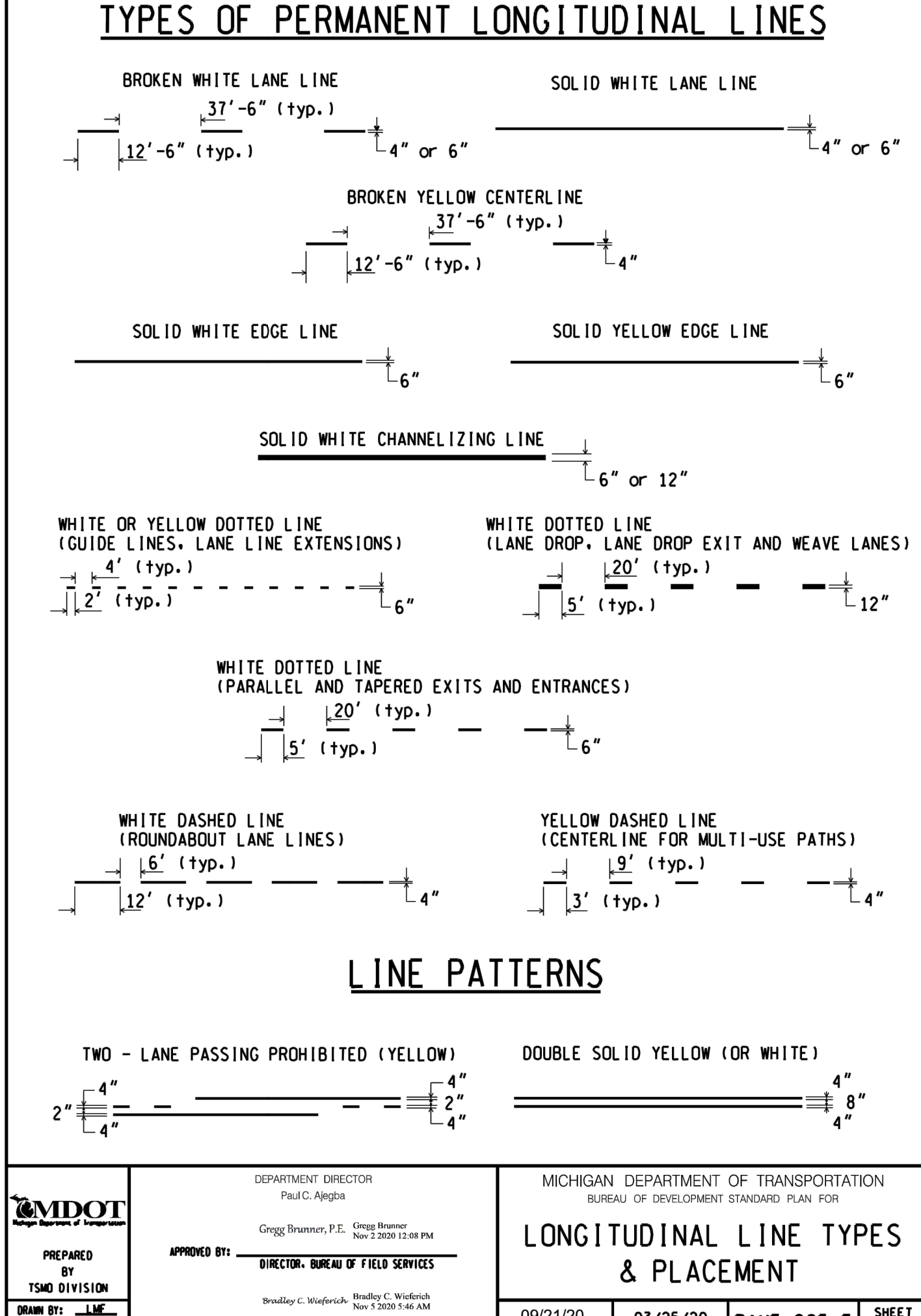
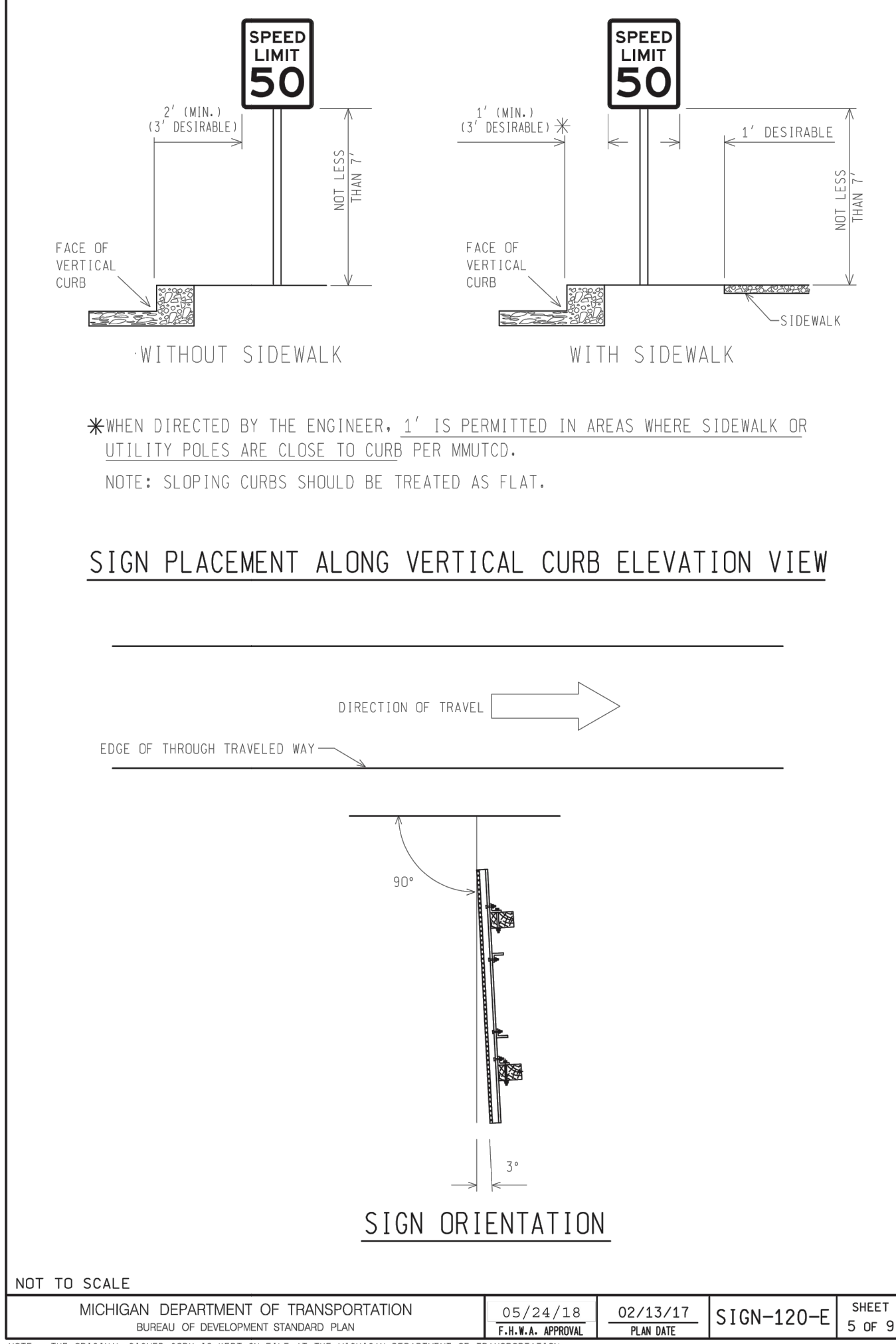
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DESIGN STANDARDS PLAN

04/13/15
T.C.H.I.A. APPROVE

01/14/15
PLAN DATE

SIGN-150-D

SHEET
7 OF 7



NOWAK & FRAUS ENGINEERS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT
 City of Birmingham
A Vibrant Community

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the S./N. 1/2
of Section 25/36
Town 2 North ,
Range 10 East
City of Birmingham,
Oakland County, Michigan

SHEET
M.D.O.T. Details

811
Know what's below
Call before you dig.

DATE ISSUED/REVISED
03-24-21 CITY REVIEW
05-10-21 REVISED PER CITY
06-04-21 M.D.O.T. PERMIT SUBMITTAL
06-16-21 REVISED PER M.D.O.T. REVIEW
07-22-21 BIDS

DRAWN BY:
G. Viju

DESIGNED BY:
P. Tulikangas

APPROVED BY:
B. Buchholz

DATE:
March 24, 2021

SCALE: N.T.S.

NFE JOB NO. **K516**

SHEET NO. **C17**

SEAL

PROJECT
E. Frank St. Alley

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Northeast 1/4
of Section 36, Town 2 North,
Range 10 East,
City of Birmingham,
Oakland County, Michigan

SHEET
Frank Street Alley
Drainage Improvement
Plan



DATE ISSUED/REVISED
06-15-2021 ISSUED SURVEY
07-22-2021 BIDS

DRAWN BY:
G. Viju

DESIGNED BY:
P. Tulikangas

APPROVED BY:
B. Buchholz

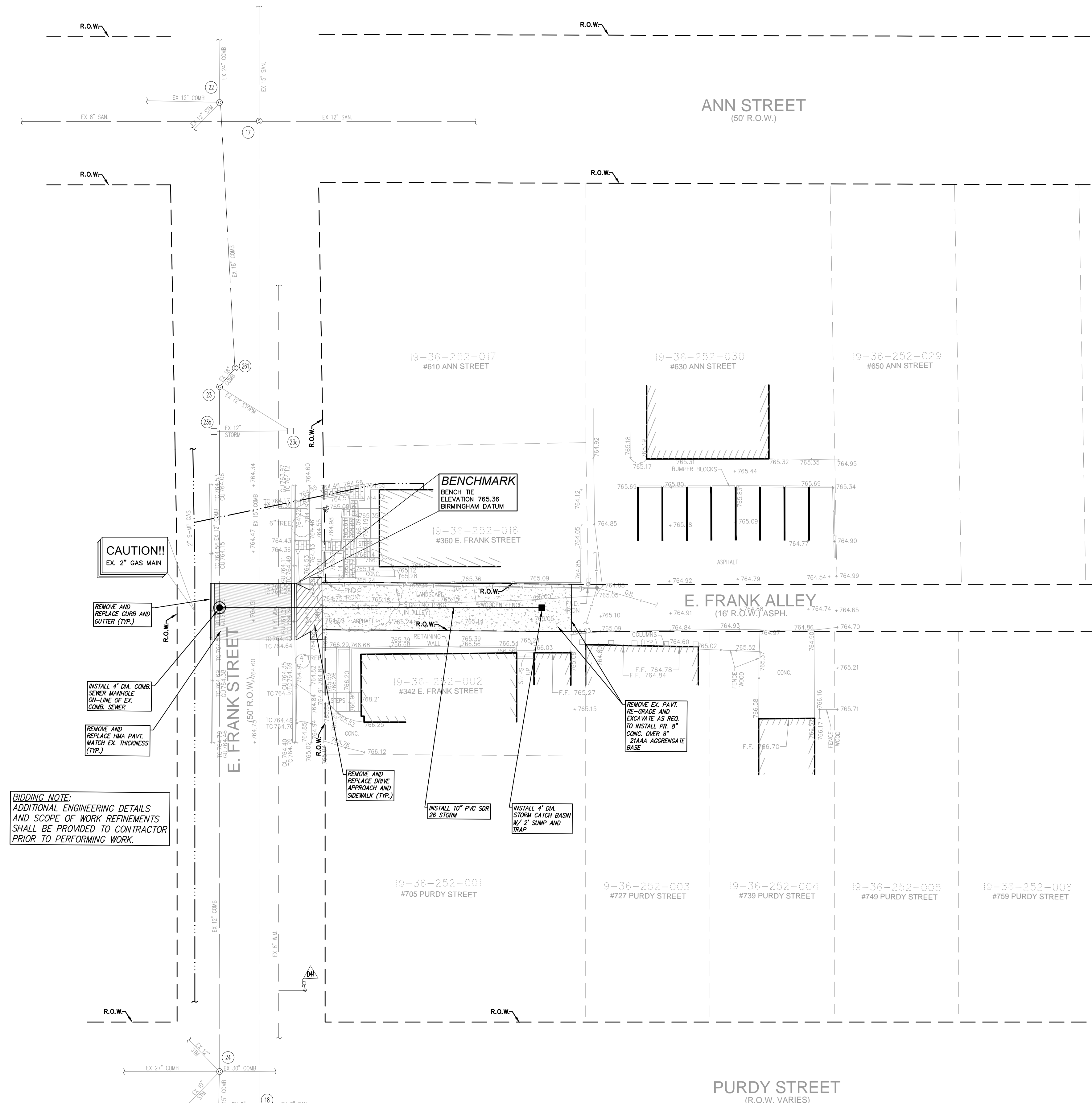
DATE:
June 15, 2021

SCALE: 1" = 20'

NFE JOB NO. SHEET NO.

M420

C18



GENERAL NOTES

- BRICK PAVERS SHALL BE REMOVED BY MEANS WHICH CAUSE NO DAMAGE TO THE BRICKS. BRICKS SHALL BE DELIVERED TO CITY OF BIRMINGHAM DEPARTMENT OF SERVICES AS DIRECTED BY THE ENGINEER.
- ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
- ANY GRAVEL REPLACEMENT NECESSARY FOR REGRADING DRIVEWAYS SHALL BE CONSIDERED INCLUDED IN THE COST OF CONCRETE DRIVE APPROACH.
- ALL TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION, WHERE NECESSARY. TREE ROOTS SHALL BE CUT CLEANLY. AT NO TIME WILL RIPPING OR TEARING OF TREE ROOTS BE ACCEPTABLE.
- ALL DRIVEWAYS (BEHIND THE SIDEWALK) SHALL BE REPAIRED WITH A CROSS SECTION WHICH MATCHES THE EXISTING IN THICKNESS, OR A MINIMUM 4.0" BITUMINOUS MIXTURE NO. 13A. IF THE EXISTING DRIVEWAY IS GREATER THAN 4.0" IN DEPTH, THE THICKNESS OF THE BITUMINOUS MIXTURE NO. 13A SHALL BE ADJUSTED TO MAKE UP THE DIFFERENCE.
- UNLESS OTHERWISE SHOWN, PROPOSED GRADES IN PROFILE ARE TOP OF CURB GRADES.
- ROCKS, OR OTHER MISC. DEBRIS WHICH ARE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, UNLESS DIRECTED OTHERWISE FROM THE CITY.
- THE PAY ITEM "ADJUST STRUCTURE COVER" APPLIES ONLY TO PRE-EXISTING STRUCTURES TO BE ADJUSTED TO PROPOSED GRADES AS PART OF CONSTRUCTION.
- IF THE CONTRACTOR HAS MULTIPLE CREWS WORKING THAT REQUIRES MULTIPLE CITY INSPECTORS ON A GIVEN WORK DAY, THE PAY ITEM "INSPECTOR CREW DAYS" SHALL BE MULTIPLIED BY THE CORRESPONDING NUMBER OF INSPECTORS REQUIRED DURING SAID WORK DAY.

PAVING NOTES

- PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

CONCRETE ROAD:	BASE COURSE - 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK) MIX - PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), TO COMPLY WITH MDOT P1M REQUIREMENTS.
CONCRETE FLATWORK:	PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1.5 TO 3 INCHES. COMPLY WITH MDOT P1 REQUIREMENTS.
ASPHALT:	AGG. BASE COURSE - 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)
BASE COURSES:	
ASPHALT ROAD -	MDOT HMA MIXTURE NO. 2C (MAX. APPLICATION RATE 495 POUNDS PER SQUARE YARD)
LEVELING COURSES:	
ASPHALT ROAD -	MDOT HMA MIXTURE NO. 4EML (MAX. APPLICATION RATE 275 POUNDS PER SQUARE YARD)
SURFACE COURSES:	
ASPHALT ROAD -	MDOT HMA MIXTURE NO. 5EML (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)
REPAIR AREAS -	MDOT HMA MIXTURE NO. 5EML (MAX. APPLICATION RATE 165 POUNDS PER SQUARE YARD)
BOND COAT -	MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD

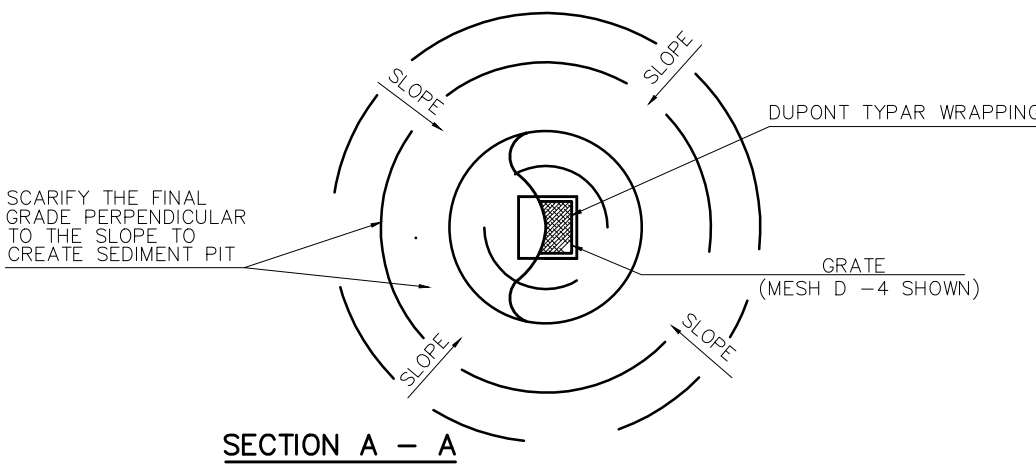
- PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
- ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
- ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-5164.
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.
- ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
- CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
- FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
- EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS (INCLUDED IN PAVING WORK).
- EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
- SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
- ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
- FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.

WATER MAIN NOTES / TOP COURSE OF ASPHALT.

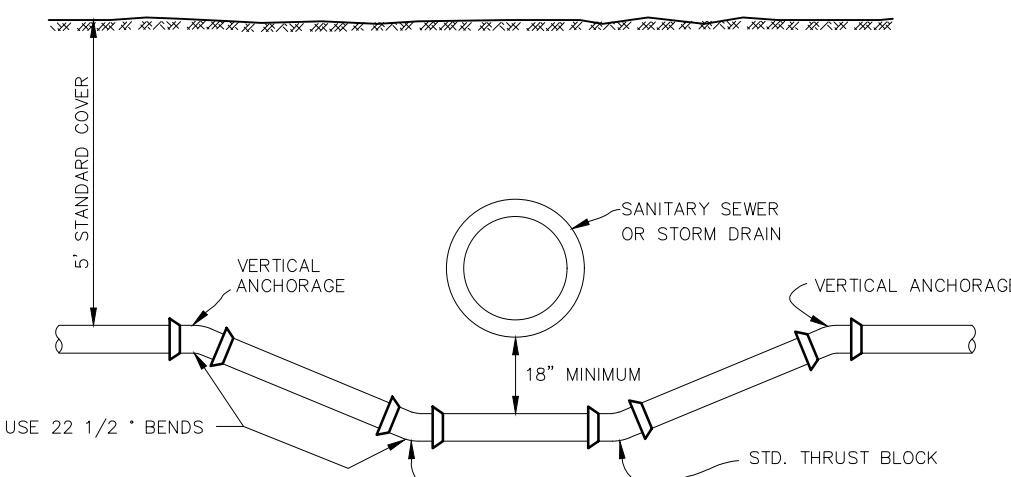
- ALL WATER MAINS 4" AND LARGER SHALL BE DUCTILE IRON PIPE THICKNESS CLASS 54, WITH PUSH ON TYPE JOINTS AND ZINC COATING PER CITY REQUIREMENTS.
- NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 5 FEET OF COVER. EXCEPTIONS WILL BE ALLOWED WHEN NECESSARY TO CONNECT TO EXISTING MAIN OR WHEN AUTHORIZED BY THE ENGINEER.
- KNOWN WATER SERVICES BASED ON FIELD INFORMATION OR CITY RECORDS ARE SHOWN ON THE PLANS. AS FOLLOWS: "C" = COPPER, "L" = LEAD AND "WS" = WATER SERVICE TYPE UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ALL EXISTING SERVICES TO THE NEW MAIN AFTER IT HAS BEEN APPROVED FOR USE.
- COAT ALL BOLTS ON MECHANICAL FITTINGS WITH TAR.
- HYDRANT CONNECTION TO CONSIST OF 6" DUCTILE IRON PIPE, 6" GATE VALVE AND BOX, AND HYDRANT. HYDRANT SHALL BE 6" W/ MODEL SER WITH 6" MECHANICAL JOINT INLET, TWO PUMPER INLETS, ALL OPENING LEFT, 5'-6" TRENCH, PLUGGED DRAIN AND BLOCK BOLTS.
- INSTALL GATE VALVE AS CLOSE TO HYDRANT AS PRACTICABLE.
- GATE VALVES 4" AND LARGER MAY BE MUELLER BRAND SPECIFIED, OR APPROVED EQUIVALENT. ALL MATERIALS RELATIVE TO WATER SERVICE CONNECTIONS SHALL BE MUELLER BRAND.
- IN ABANDONING MAINS, THE FOLLOWING SHALL BE DONE: PLUG ALL OPEN PIPE ENDS WITH MASONRY. DISCONNECT MAINS WHICH ARE TO BE ABANDONED FROM FITTINGS AT LIVE MAINS AND PLUG AND BLOCK THOSE FITTINGS. FILL MAIN TO BE ABANDONED WITH GROUT OR HYDRAULIC CEMENT.
- WORK INDICATED BY (A) SHALL BE PERFORMED AFTER THE NEW MAINS ARE PLACED IN SERVICE.
- THE LOCATIONS AND TYPES OF SERVICE LEADS IS BASED ON THE BEST AVAILABLE INFORMATION. THE EXACT LOCATION OF SERVICE LEADS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
- WHERE APPLICABLE, THE APPROPRIATE SECTIONS OF EXISTING WATERMAIN SHALL BE SHUTDOWN AND DEPRESSURIZED PRIOR TO A) CUTTING AND REMOVING, B) CUTTING AND INSTALLING PROPOSED TEE CONNECTIONS, C) PERFORMING ANY AND ALL OTHER WORK AROUND/ADJACENT TO HYDRANTS AND ALL OTHER CONNECTIONS, WHILE MEETING AND/OR EXCEEDING APPLICABLE INDUSTRY SAFETY PRECAUTIONS AND MISHA STANDARDS.

STORM SEWER NOTES (where applicable)

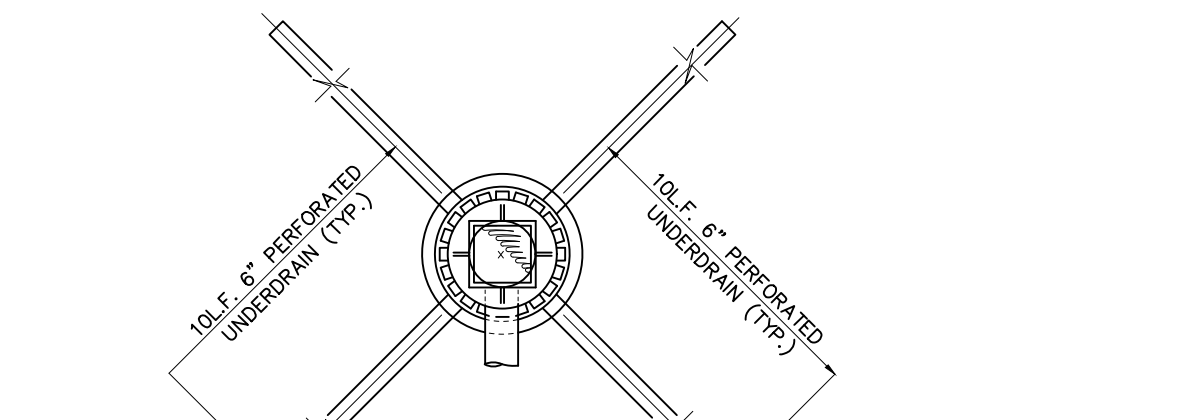
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY. THE MUNICIPALITY STANDARD NOTES, DETAILS AND SPECIFICATIONS SHALL BE INCORPORATED AS PART OF THESE PLANS.
- ALL STORM SEWER TRENCHES UNDER OR WITHIN THREE (3) FEET OF EXISTING OR PROPOSED PAVEMENT SHALL BE BACK FILLED WITH MOTT CLASS II MATERIAL (SAND) AND BE MACHINE COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DENSITY. PAVEMENT SHALL INCLUDE PARKING LOTS, DRIVE APPROACHES, 95 CURB & GUTTER AND ADJACENT WALKS.
- ALL STORM SEWER PIPE SHALL BE INSTALLED ON CLASS "B" BEDDING OR BETTER UNLESS OTHERWISE INCLUDED ON THE PLANS.
- STORM SEWER SHALL BE OF THE TYPE, SIZE & CLASS DESIGNATION INDICATED ON THE PLANS AND LIKEWISE BE INSTALLED AT THE PROPOSED LINE & GRADE INDICATED.
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM SPECIFICATION C-76 CL IV.
- ALL MAN HOLE, CATCH BASIN, INLET, REAR YARD DRAINAGE STRUCTURES AND COVERS SHALL BE AS INDICATED ON THE PLANS AND CONSTRUCTED IN ACCORDANCE WITH MUNICIPALITY STANDARDS.
- INSTALL TRAPS ON THE FIRST CATCH BASIN (TYPICALLY A 4' DIAMETER STRUCTURE WITH 2' SUMP) THAT IS UPSTREAM OF ITS CONNECTION TO A MAINLINE STORM OR SEWER MANHOLE, TO CAPTURE FLOATABLES AND TO MINIMIZE ESCAPE OF ODOR.
- THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- EXACT GRADES AND INVERTS OF PROPOSED STORM SEWER ARE TO BE CHECKED WITH THE FIELD ENGINEER PRIOR AND DURING INSTALLATION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER OF ANY PLAN INCONSISTENCY AND/OR UTILITY CONFLICTS.
- ALL STORM SEWER PIPE JOINTS SHALL BE "PREMIUM JOINT" MODIFIED GROOVED TONGUE (M.G.T.) WITH SYNTHETIC RUBBER GASKETS CONFORMING TO ASTM SPECIFICATION C-443 & C-361, UNLESS OTHERWISE INDICATED ON THE PLANS.
- FACILITY MANUFACTURED PRECAST TEE SECTIONS SHALL BE FOR ROOF DRAINS AND/OR SLUMP PUMP LEADS AND LATERALS WHERE INDICATED ON THE PLANS. BLIND TUP CONNECTIONS INTO STORM SEWER WILL NOT BE PERMITTED BY BREAKING PIPE WALL.
- THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL SITE INSPECTIONS.



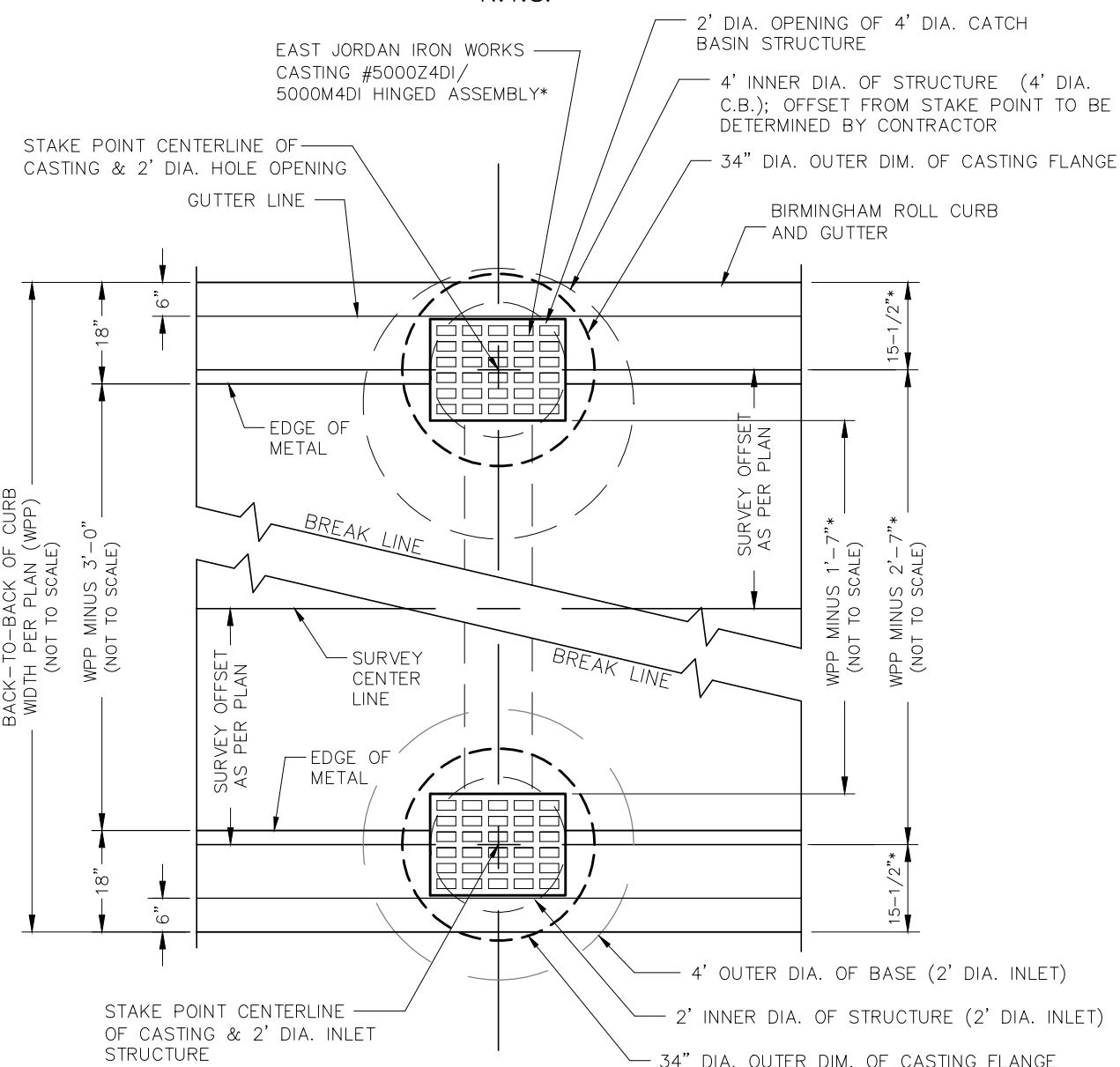
LOW POINT INLET FILTER & SEDIMENT PIT DETAIL



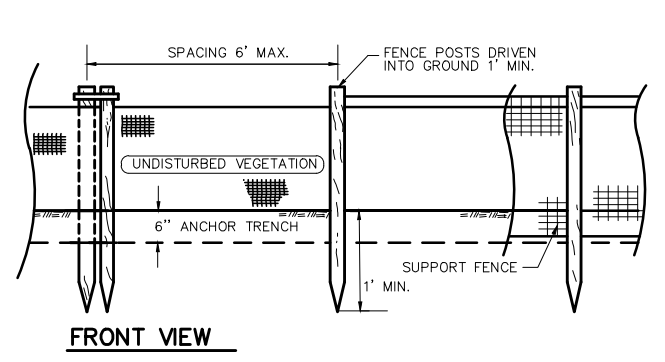
STANDARD SEWER OR STORM CROSSING



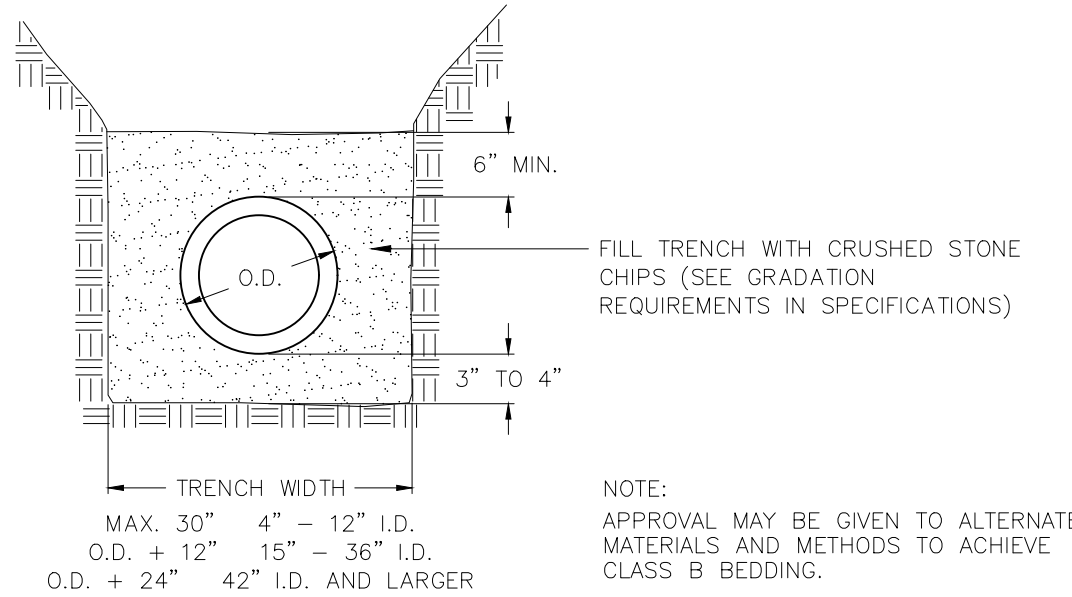
UNDERDRAIN DETAIL



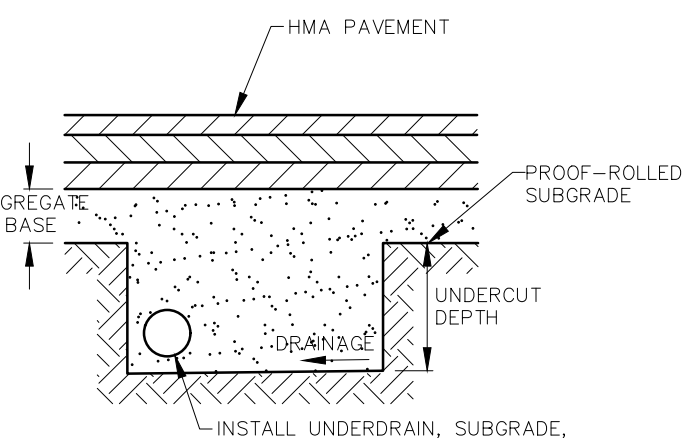
CURB, CATCH BASIN & INLET ALIGNMENT DETAIL PLAN VIEW



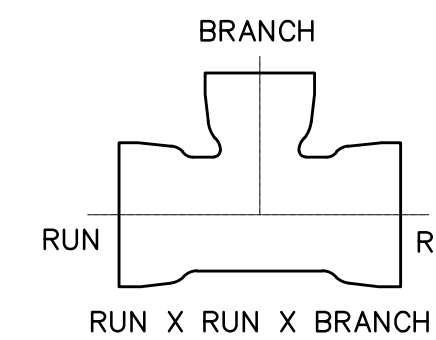
SILT FENCE DETAIL



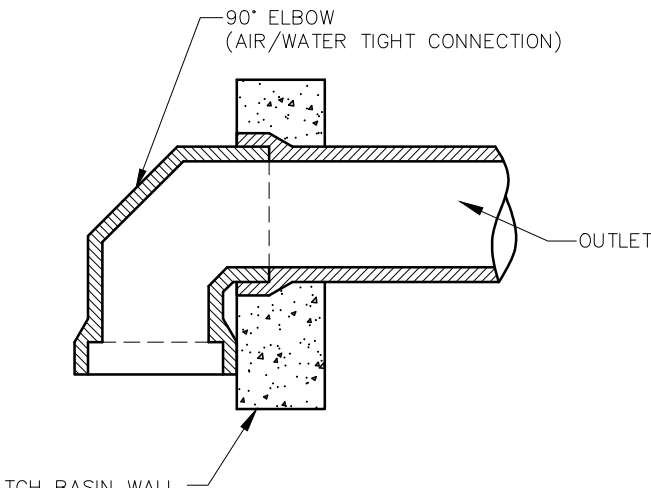
STANDARD PIPE BEDDING



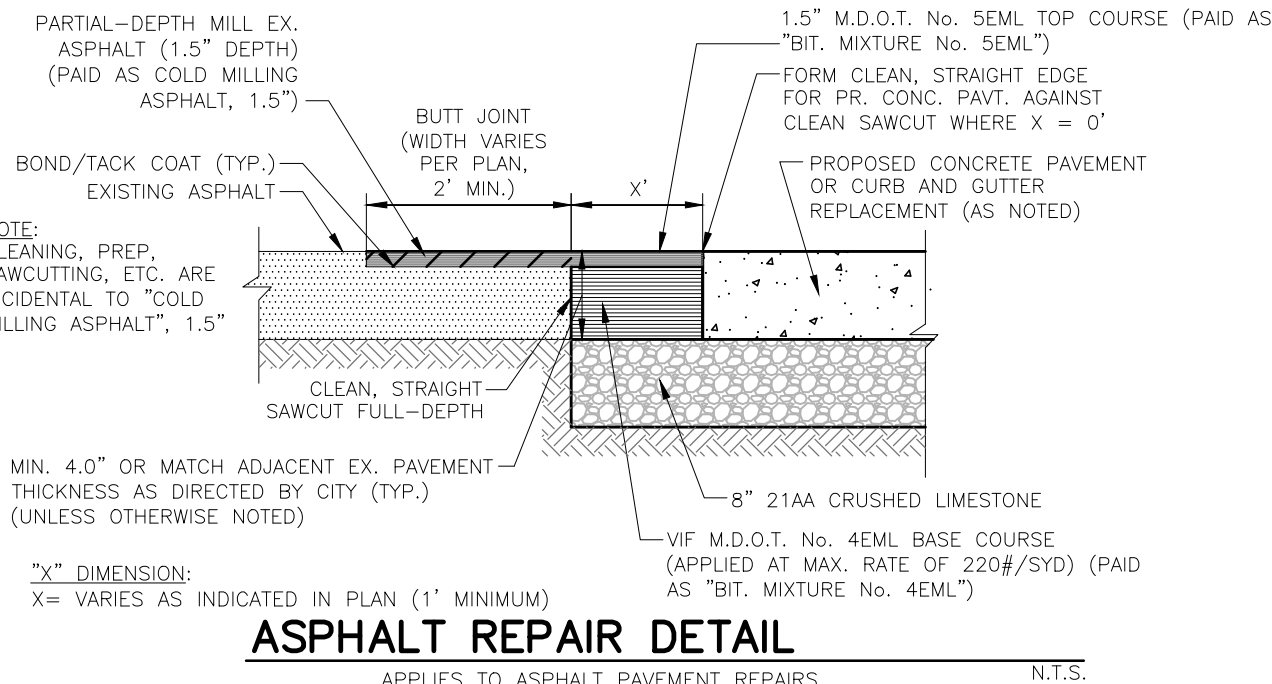
UNDERCUT DETAIL



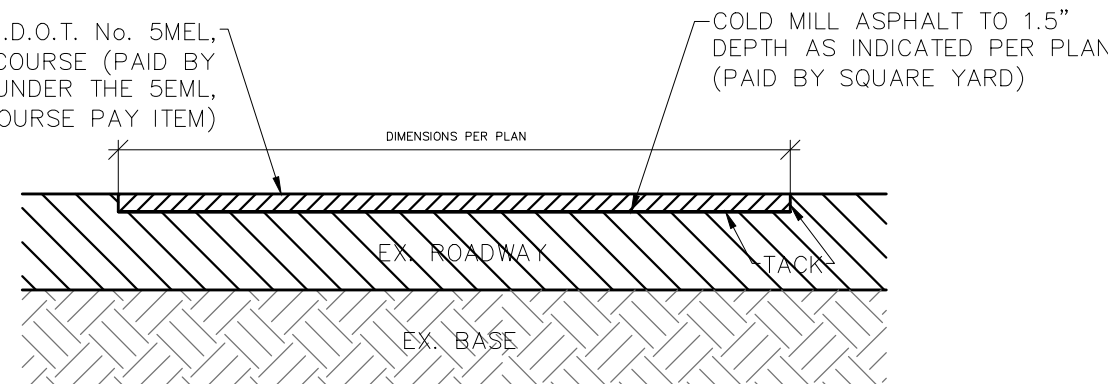
WATER MAIN TEE FITTING SIZE DESIGNATION SCHEMATIC



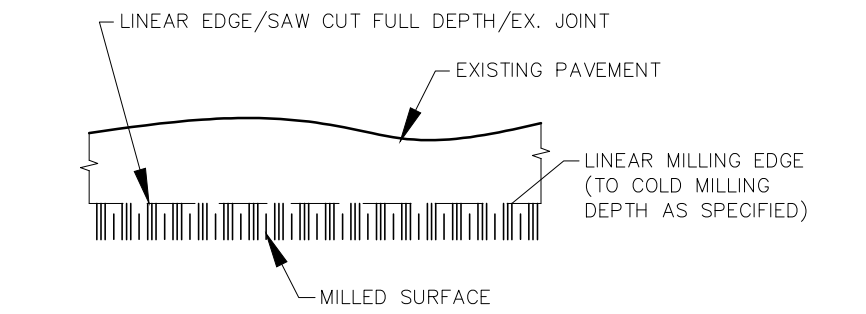
SEWER TRAP



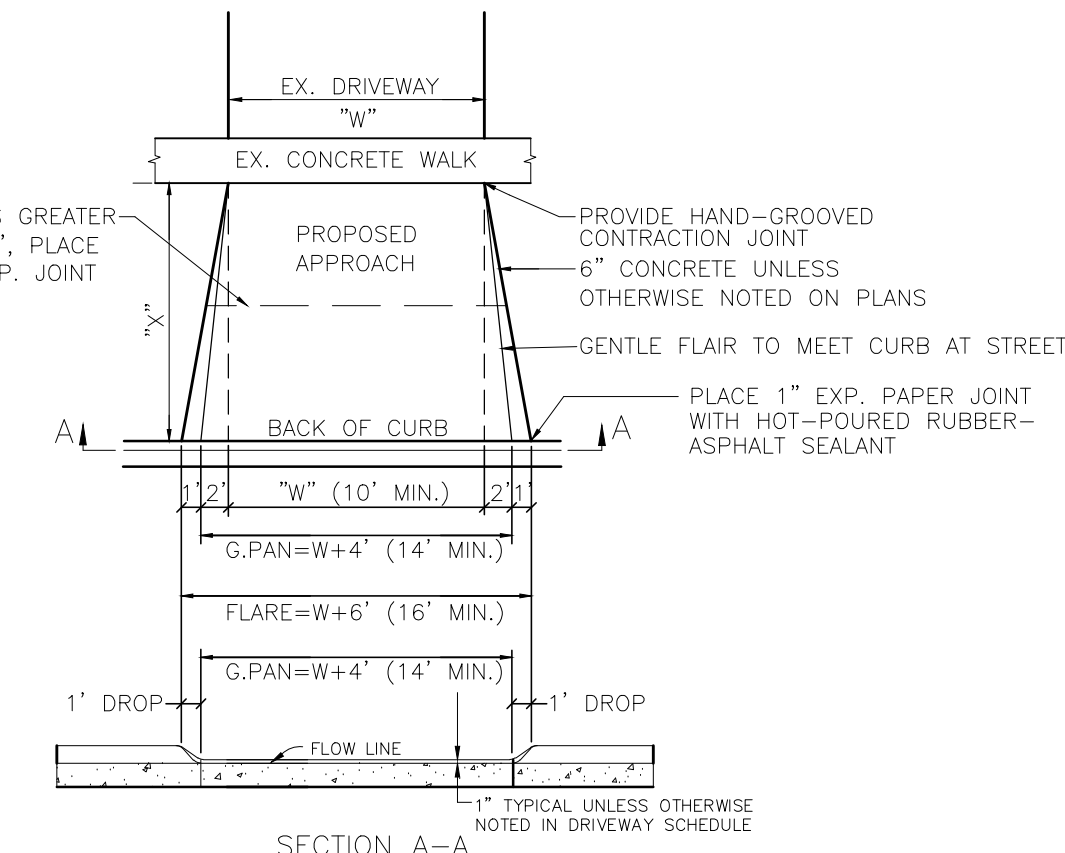
ASPHALT REPAIR DETAIL



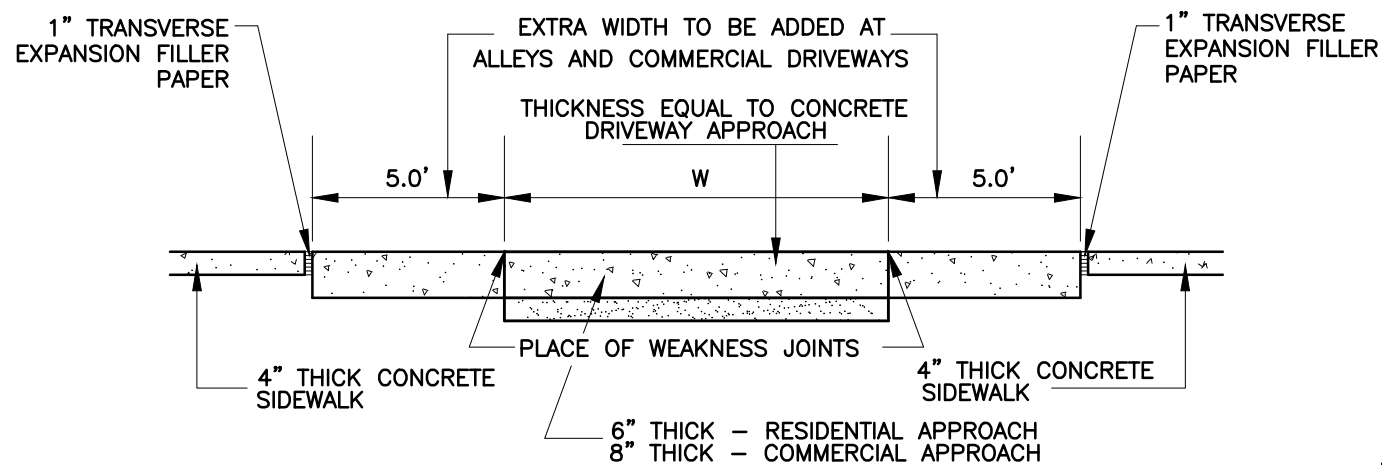
COLD MILL ASPHALT DETAIL



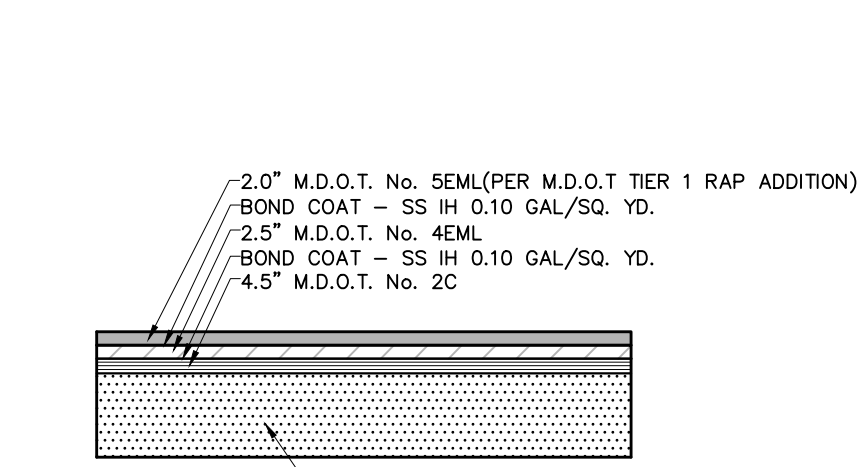
LINEAR MILLING/SAWCUT EDGE DETAIL



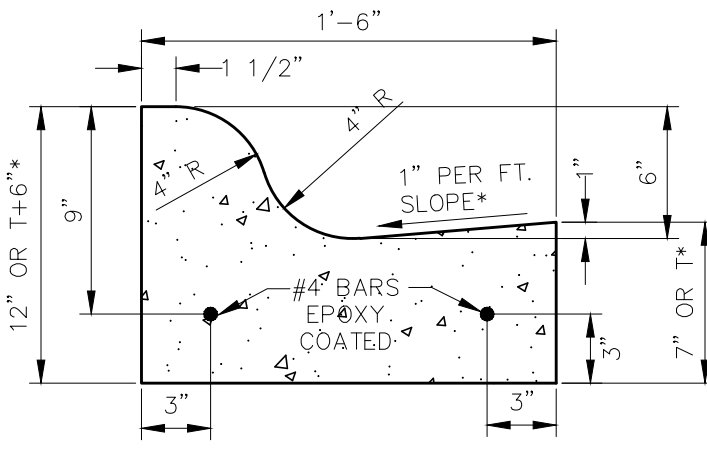
CONCRETE DRIVE APPROACH - DETAIL 'L'



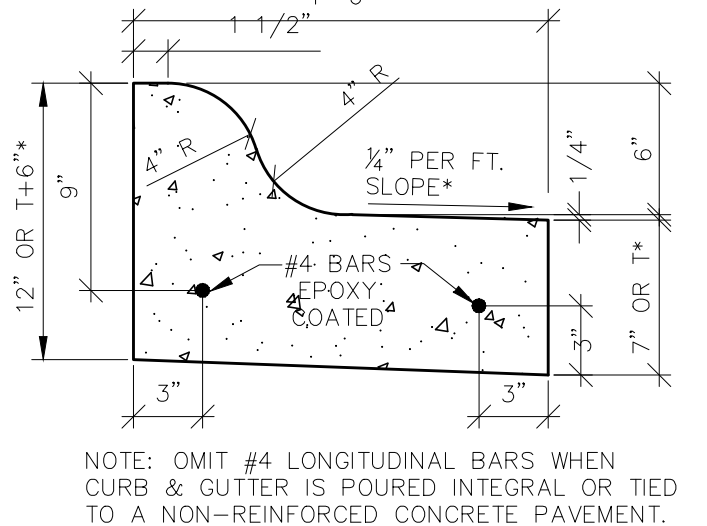
THICKENED CONCRETE SIDEWALK (PLAIN)



9.0\"/>

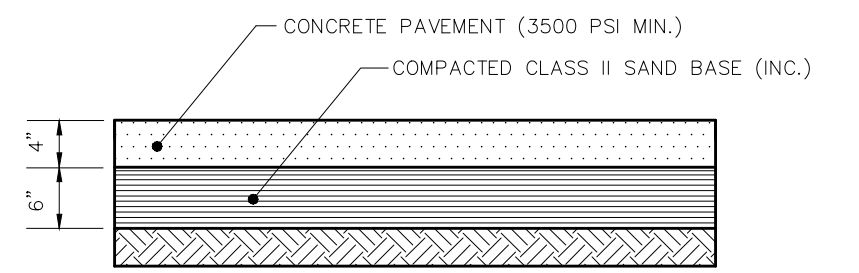


BIRMINGHAM 6\"/>

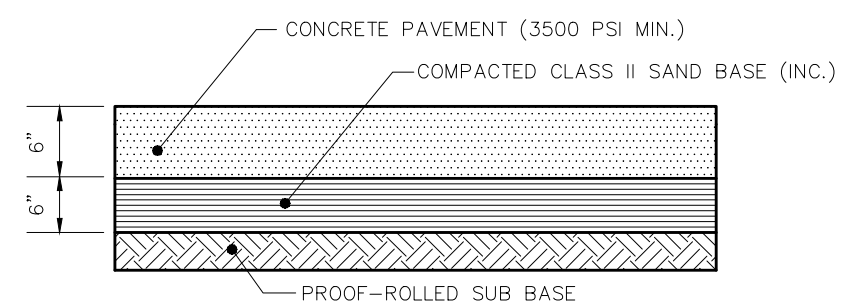


BIRMINGHAM 6\"/>

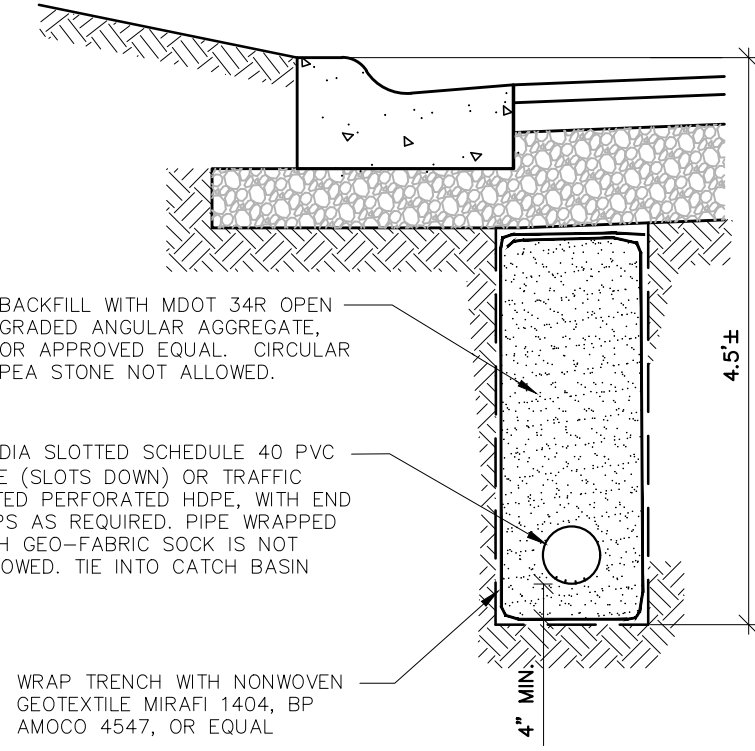
*NOTE: "t" IS EQUAL TO THE THICKNESS & SLOPE IS EQUAL TO THE CROSS-SLOPE OF THE CONCRETE PAVEMENT WHEN CURB & GUTTER IS POURED INTEGRAL TO THE PAVEMENT.



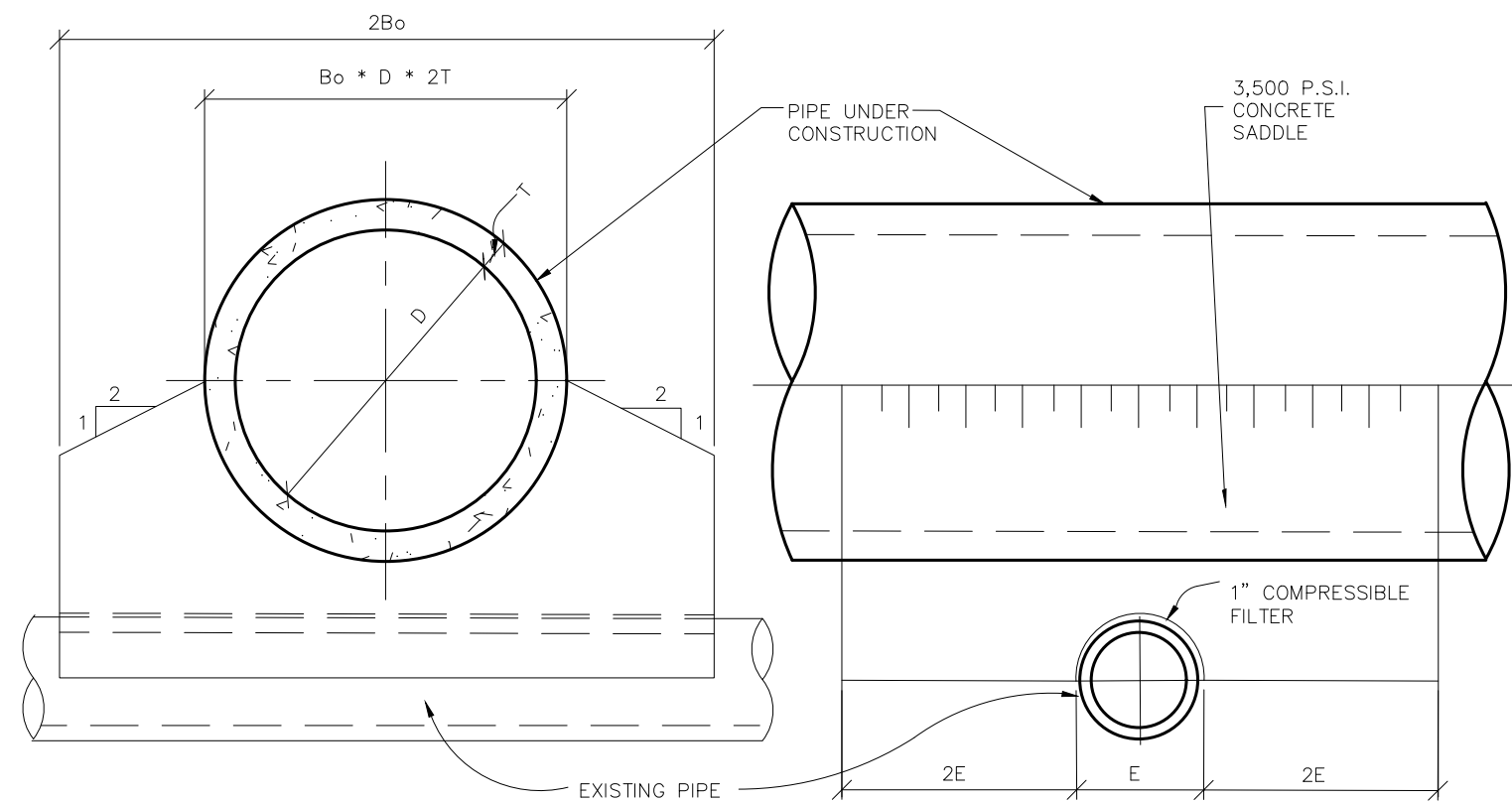
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TYPICAL CONCRETE SECTION FOR RESIDENTIAL APPROACH



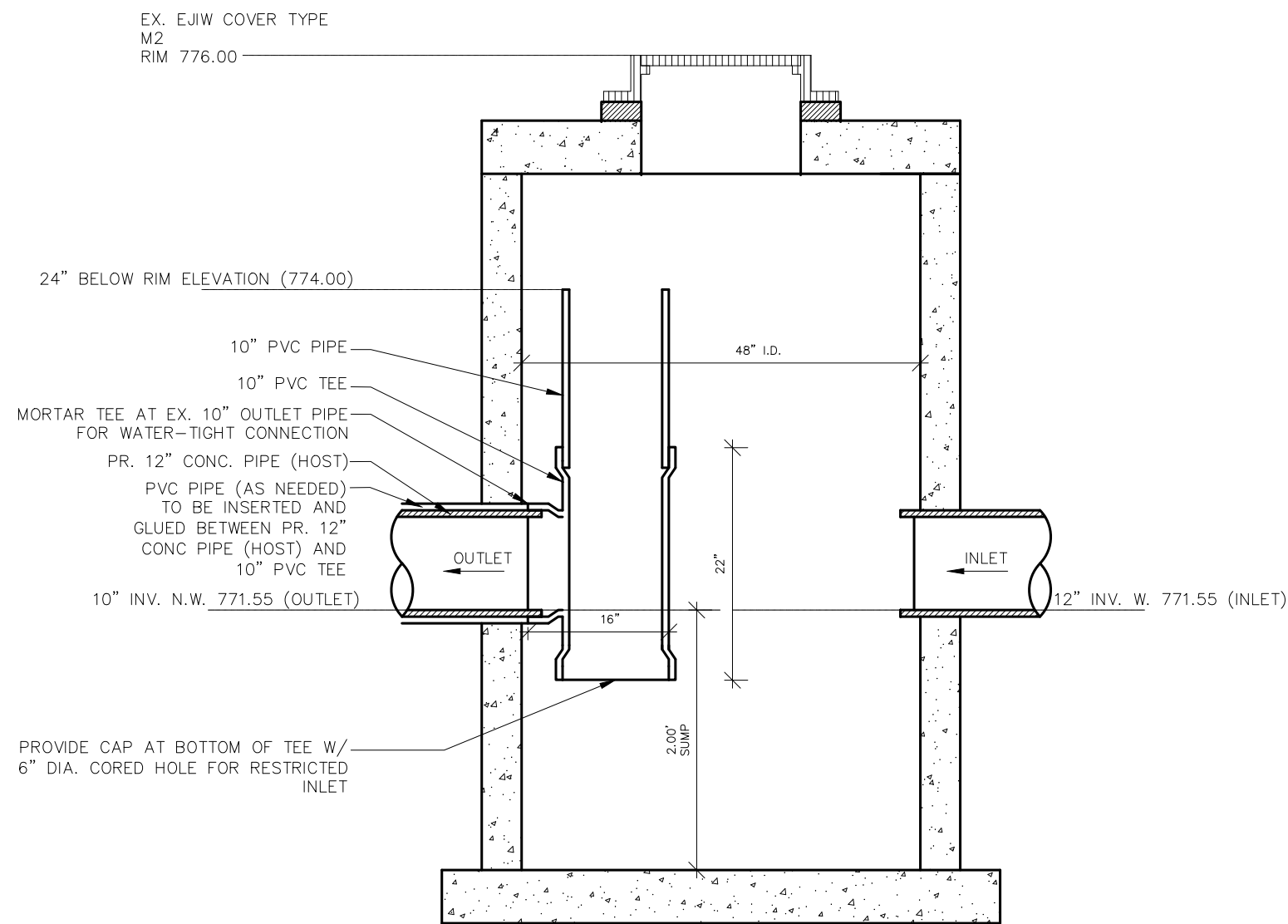
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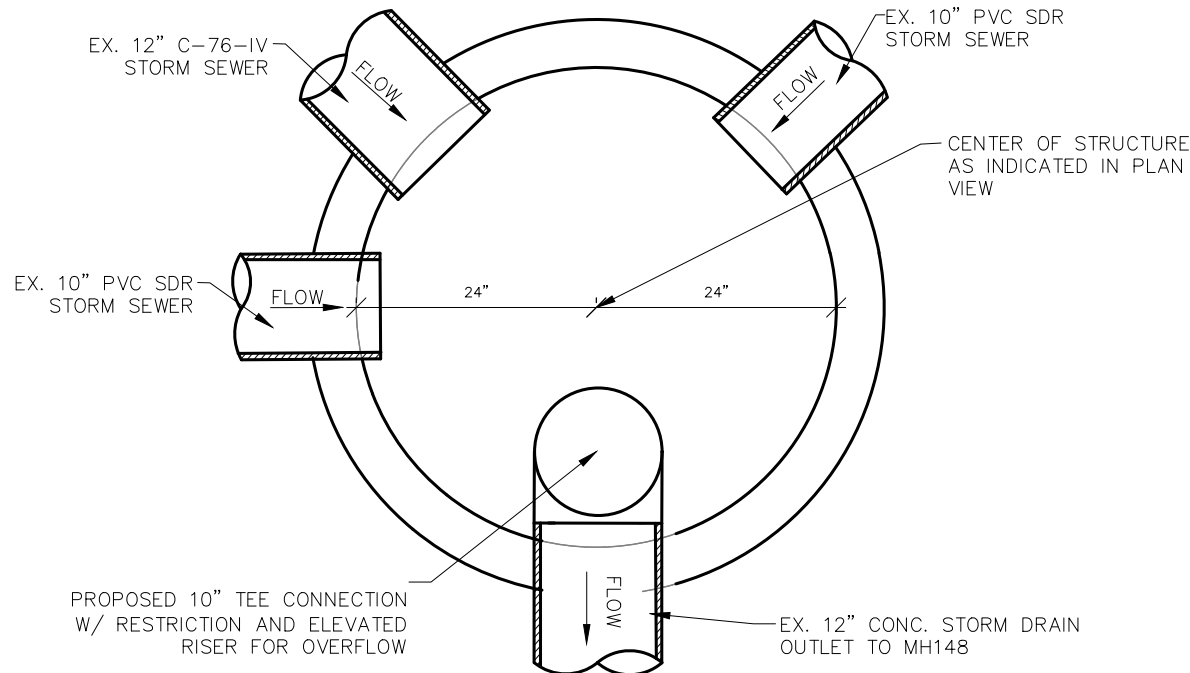
CONCRETE SADDLE REQUIRED WHEN DISTANCE BETWEEN PIPES IS 8' OR LESS
SADDLE NOT REQUIRED FOR SERVICE PIPES 2" OR LESS IN DIAMETER, COMPRESSIBLE
FILTER SHALL BE NEOPRENE CONFORMING TO ASTM D1056, CLASS SB0-11 & C509

CONCRETE SADDLE OVER EXISTING UTILITIES

N.T.S.



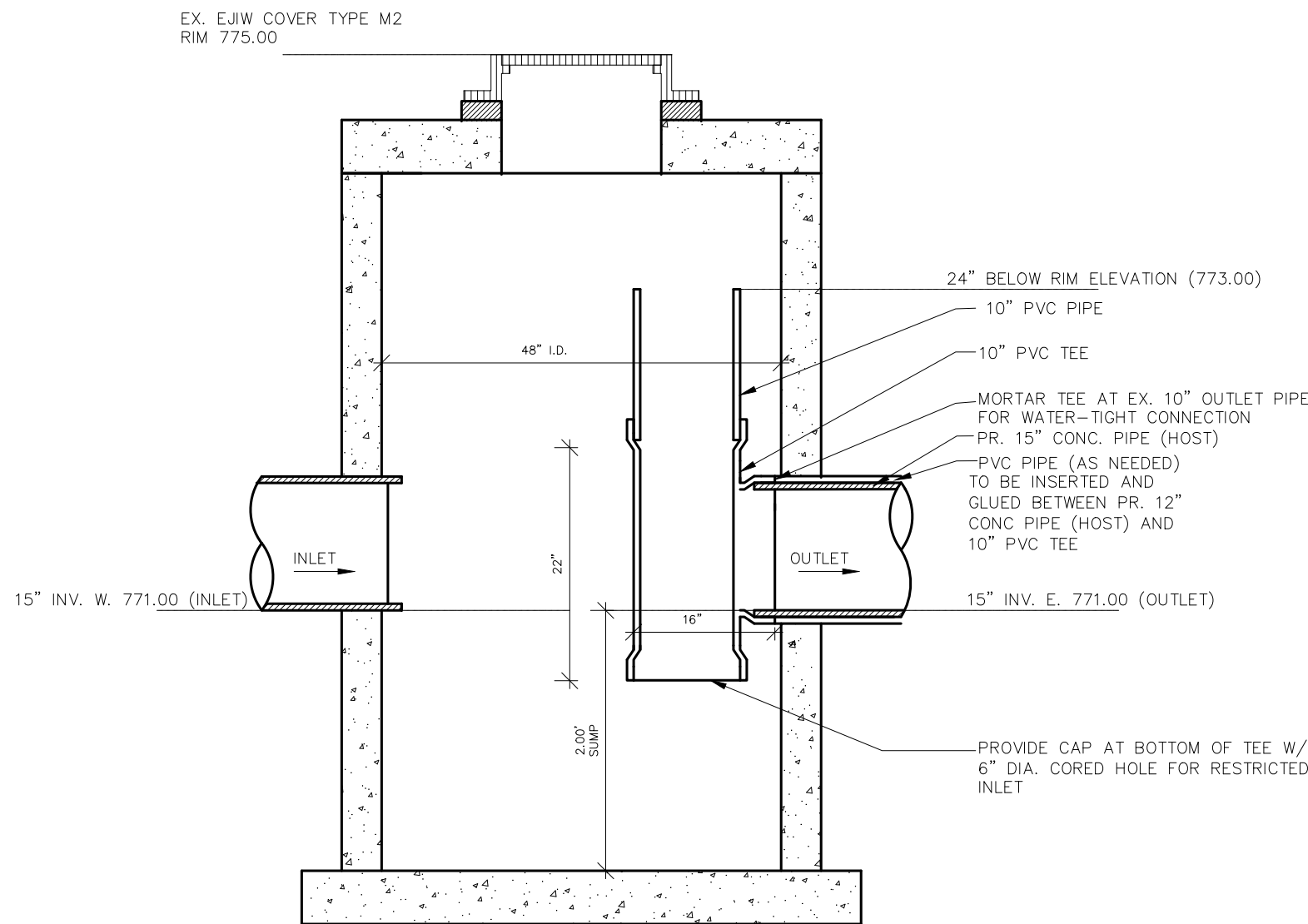
SECTION A-A



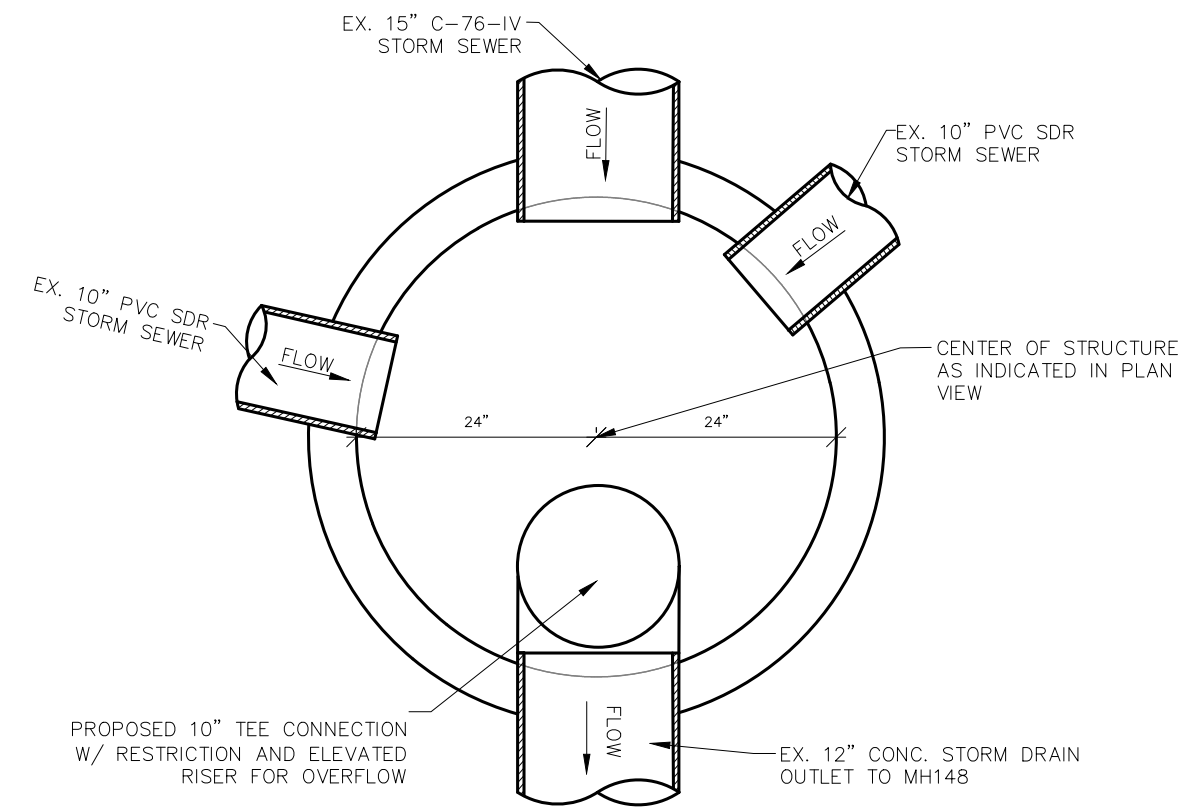
SECTION DETAIL

EX 4' DIAMETER MANHOLE

N.T.S.



SECTION A-A



SECTION DETAIL

EX 4' DIAMETER MANHOLE

N.T.S.

PROJECT

Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT



Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the Northwest $\frac{1}{4}$ of
Section 36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

SHEET

Notes & Details (2 of 2)



Know what's below
Call before you dig.

DATE ISSUED/REVISED

04-23-21 ISSUED SURVEY

06-30-21 CITY REVIEW

07-22-21 BIDS

DRAWN BY:

G. Viju

DESIGNED BY:

-

APPROVED BY:

B. Buchholz

DATE:

April 23, 2021

SCALE: 1" = 20'

20 10 0 10 20 30

NFE JOB NO.

M271

SHEET NO.

C20

SEAL


PROJECT
Townsend St. & Peabody St.
Paving Project
Contract #6-21(P)

CLIENT

Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Northwest $\frac{1}{4}$ of
Section 36, Town 2 North,
Range 10 East, City of
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County, Michigan

SHEET
Quantities



Know what's below
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DATE ISSUED/REVISED

04-23-21 ISSUED SURVEY

06-30-21 CITY REVIEW

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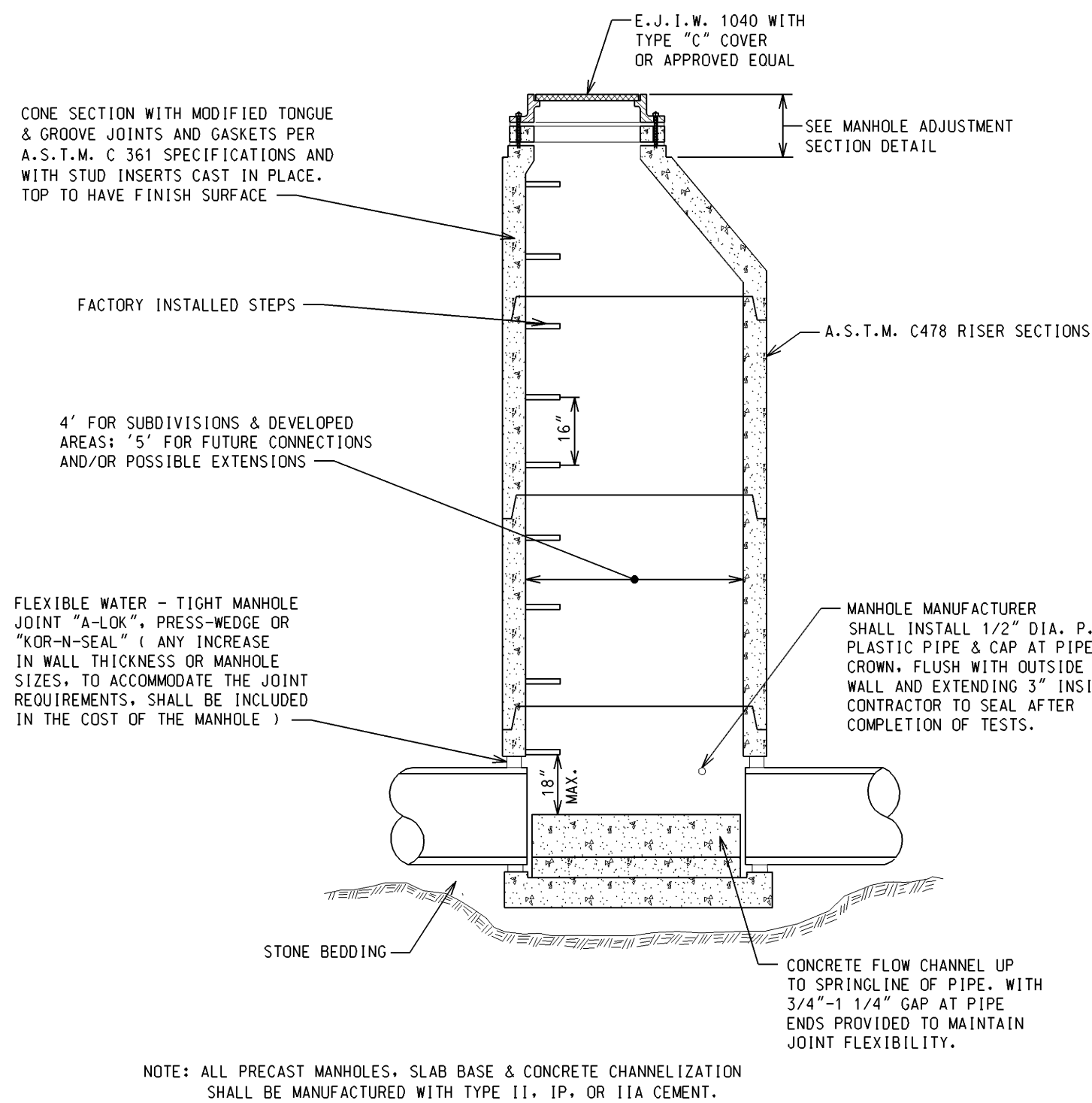
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April 23, 2021

SCALE: 1" = 20'

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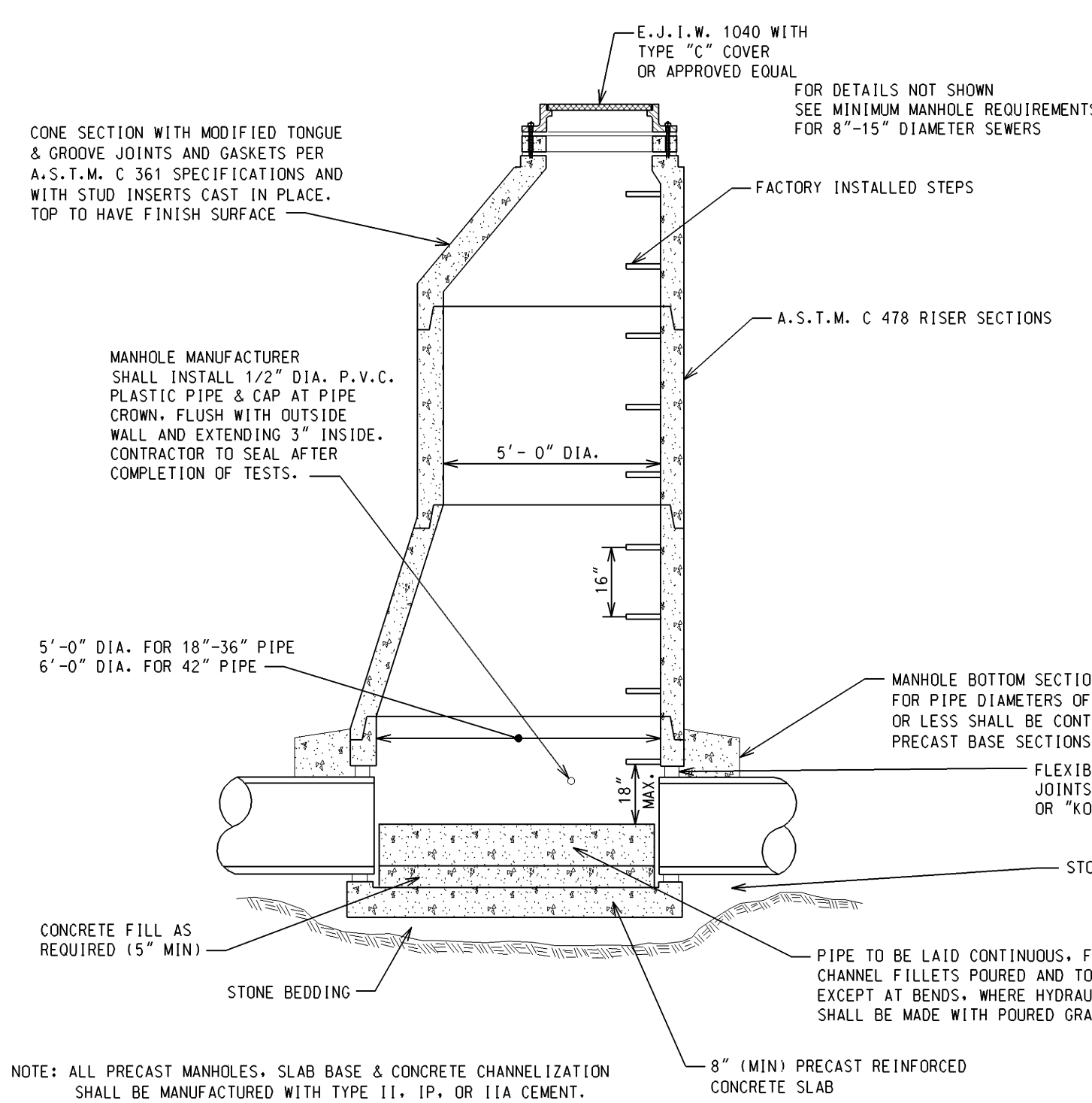
NFE JOB NO. SHEET NO.
M271 Q1

NO.	ITEM DESCRIPTION	PAY UNIT	SHEET C1 TOWNSEND	SHEET C2 TOWNSEND	SHEET C3 PEABODY	E. Maple Striping	Frank St. Alley	TOTAL QUANTITY
SEWER PAY ITEMS								
1	Sewer Point Repair, 12" Diameter, PVC SDR 26, Trench A	LF	-	-	10	-	-	10
2	12" Combined Sewer, C76, CL-IV, Trench A	LF	371	344	-	-	-	715
3	21" Storm Sewer, C76, CL-IV, Trench A	LF	-	10	-	-	-	10
4	18" Storm Sewer, C76, CL-IV, Trench A	LF	-	57	-	-	-	57
5	15" Storm Sewer, C76, CL-IV, Trench A	LF	-	237	-	-	-	237
6	12" Storm Sewer, C76, CL-IV, Trench A	LF	182	-	47	-	-	229
7	10" Storm Sewer, PVC SDR 26	LF	75	66	-	-	109	250
8	Sewer Service, 10" PVC SDR 26	LF	43	-	-	-	-	43
9	Sewer Service, 8" PVC SDR 26	LF	41	-	-	-	-	41
10	Sewer Service, 6" PVC SDR 23.5	LF	96	38	-	-	-	134
11	Construct 4' Diameter Manhole over Ex. Comb. Sewer	EA	-	2	-	-	-	2
12	New 4'-0" Diameter Combined Sewer Manhole	EA	3	2	-	-	1	6
13	New 5'-0" Diameter Storm Sewer Manhole	EA	-	1	-	-	-	1
14	New 4'-0" Diameter Storm Sewer Manhole w/ 2' Sump	EA	2	3	-	-	-	5
15	New 4'-0" Diameter Storm Sewer Manhole	EA	-	2	-	-	-	2
16	New 4'-0" Diameter Catch Basin w/ 2' Sump	EA	-	-	1	-	1	2
17	New 2'-0" Diameter Inlet	EA	4	4	1	-	-	9
18	15" PVC Tee Outlet Restriction in Storm Manhole	EA	-	1	-	-	-	1
19	12" PVC Tee Outlet Restriction in Storm Manhole	EA	1	-	-	-	-	1
20	Concrete Saddle Crossing over Ex. Sewer	EA	-	3	-	-	-	3
21	6" Perforated Pipe Underdrain (No sock)	LF	240	240	80	-	40	600
22	Sewer Tap, 15"	EA	-	1	-	-	-	1
23	Sewer Tap, 12"	EA	1	1	1	-	-	3
24	Sewer Service Tap, 10"	EA	1	-	1	-	-	2
25	Sewer Service Tap, 8"	EA	1	-	-	-	-	1
26	Sewer Service Tap, 6"	EA	4	2	-	-	-	6
27	Reconstruct Manhole (if and where needed)	VF	-	-	-	-	-	15
28	Remove & Replace Structure Cover (as directed by City)	LB	-	-	-	-	-	1,875
29	Abandon Ex. Manhole	EA	1	3	-	-	-	4
30	Remove Ex. Drainage Structure	EA	4	3	2	-	-	9
31	Abandon Ex. 12" Sewer (Including All Bulkheads)	LF	-	30	-	-	-	30
32	Abandon Ex. 8" Sewer (Including All Bulkheads)	LF	460	154	-	-	-	614
33	Bulkhead, 12"	EA	1	1	-	-	-	2
34	Bulkhead, 8"	EA	1	-	-	-	-	1
35	Bulkhead, 6" and Under	EA	-	-	-	-	-	5
36	CCTV Sewer Acceptance Inspection	LS	-	-	-	-	-	1
WATER MAIN PAY ITEMS								
37	Remove Hydrant	EA	1	1	-	-	-	2
38	Fire Hydrant Assembly, Complete	EA	1	1	-	-	-	2
39	8" D.I. CL 54 Water Main w/ Polywrap & Zinc Coating, Trench A	LF	-	41	-	-	-	41
40	8" Water Main Connection to Ex. 8" Water Main	EA	-	2	-	-	-	2
41	New Water Service, 1", Trench A, Copper	LF	-	33	-	-	-	33
42	Water Service Connection, 1"	EA	-	1	-	-	-	1
43	Hydra-Stop, 8"	EA	-	-	-	-	-	2
44	Hydra-Stop, 6"	EA	-	-	-	-	-	2
PAVING PAY ITEMS								
45	Earth Excavation	CY	440	350	330	-	40	1,160
46	Subgrade Undercutting	CY	66	53	50	-	-	169
47	Remove and Salvage Brick Pavers	SF	82	266	-	-	-	348
48	Removing Asphalt Drive Approach	SY	-	60	-	-	-	60
49	Removing Concrete Drive Approach	SY	31	25	-	-	10	66
50	Removing Concrete Sidewalk & Ramp (sawcutting included)	SY	63	9	160	-	8	240
51	Removing Pavement Full Depth (Curb & Gutter included)	SY	1,650	1,669	1,416	-	150	4,885
52	Cold Milling Asphalt, 1.5"	SY	21	-	-	-	-	21
53	Bituminous Mixture No. 5EML (2" Top Course)	TON	166	122	156	-	1	445
54	Bituminous Mixture No. 4EML (2.5" Leveling Course)	TON	208	152	195	-	2	557
55	Bituminous Mixture No. 2C (4.5" Base Course)	TON	372	274	351	-	-	997
56	Aggregate Base, MDOT 21AA Limestone, 8"	SY	1,732	1,750	1,446	-	225	5,153
57	Concrete Pavement, Non-reinforced, 8", Incl. integral 6" curb	SY	-	456	30	-	-	486
58	Concrete Curb & Gutter (18" Wide, "Birmingham Roll")	LF	900	660	-	-	-	1,560
59	Remove & Replace Concrete Curb & Gutter	LF	-	-	93	-	40	133
60	Concrete Drive Approach, 6"	SY	93	87	-	-	10	190
61	Concrete Sidewalk, 6" (Includes Ramps)	SF	92	-	100	-	80	272
62	Concrete Sidewalk, 4"	SF	661	76	1,350	-	-	2,087
63	Handicap Ramp Truncated Domes	SF	20	-	52	-	-	72
64	Adjust Structure Cover	EA	2	5	7	-	-	14
65	Maintenance Aggregate for Entire Project	LS	-	-	-	-	-	1
GENERAL PAY ITEMS								
66	Mobilization	LS	-	-	-	-	-	1
67	Remove Pavement Markings, 4" Longitudinal	LF	-	-	-	95	-	95
68	Pavement Marking, Waterborne, 24 inch Crosshatching, White	LF	54	307	-	-	-	361
69	Pavement Marking, Waterborne, 4 inch, Yellow	LF	-	-	1,300	-	-	1,300
70	Pavement Marking, Waterborne, 4 inch, White	LF	-	-	-	60	-	60
71	Pavement Marking, Sprayable Thermoplastic, 6 inch, White, Skip	LF	-	-	-	204	-	204
72	Pavement Marking, Sprayable Thermoplastic, 4 inch, White	LF	-	-	-	15	-	15
73	Water and Sewer Allowance	LS	-	-	-	-	-	1
74	Salvage Existing Signs	LS	-	-	-	-	-	1
75	New Signs	SF	-	-	-	18	-	18
76	Sign Post, U-Channel	LF	-	-	-	-	-	120
77	Tree Protection, 3" Dia. Or Greater	EA	18	11	-	-	-	29
78	Mulch, 3"	SY	20	15	-	-	-	35
79	Topsoil, 3"	SY	790	601	37	-	-	1,428
80	Sod, Class A	SY	790	601	37	-	-	1,428
81	Inlet Filter	EA	4	4	2	-	-	10
82	Inlet Sediment Pit	EA	4	4	2	-	-	10
83	Traffic Maintenance & Control	LS	-	-	-	-	-	1



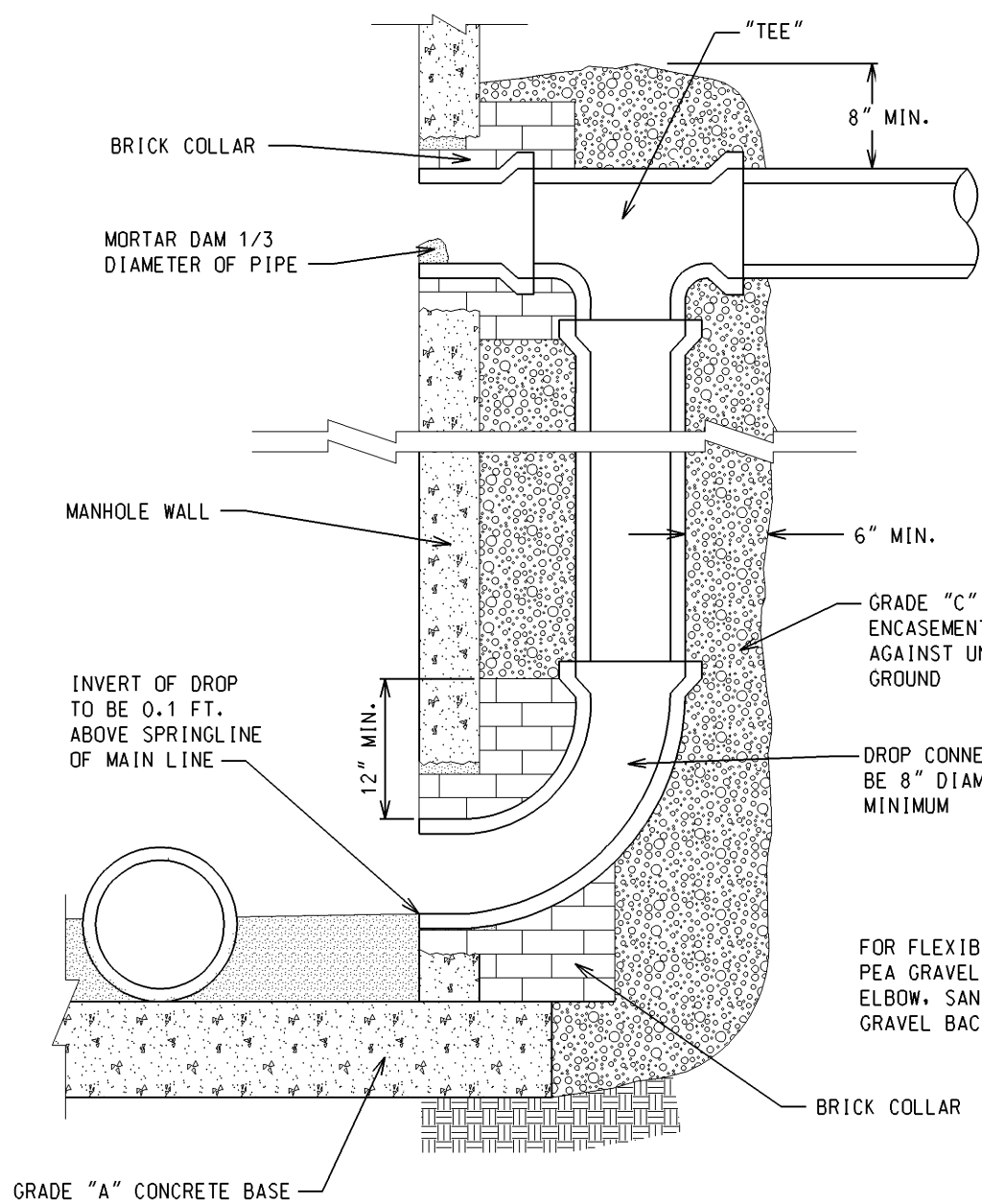
SEWER MANHOLE

(8" THRU 15" DIA. SEWERS)

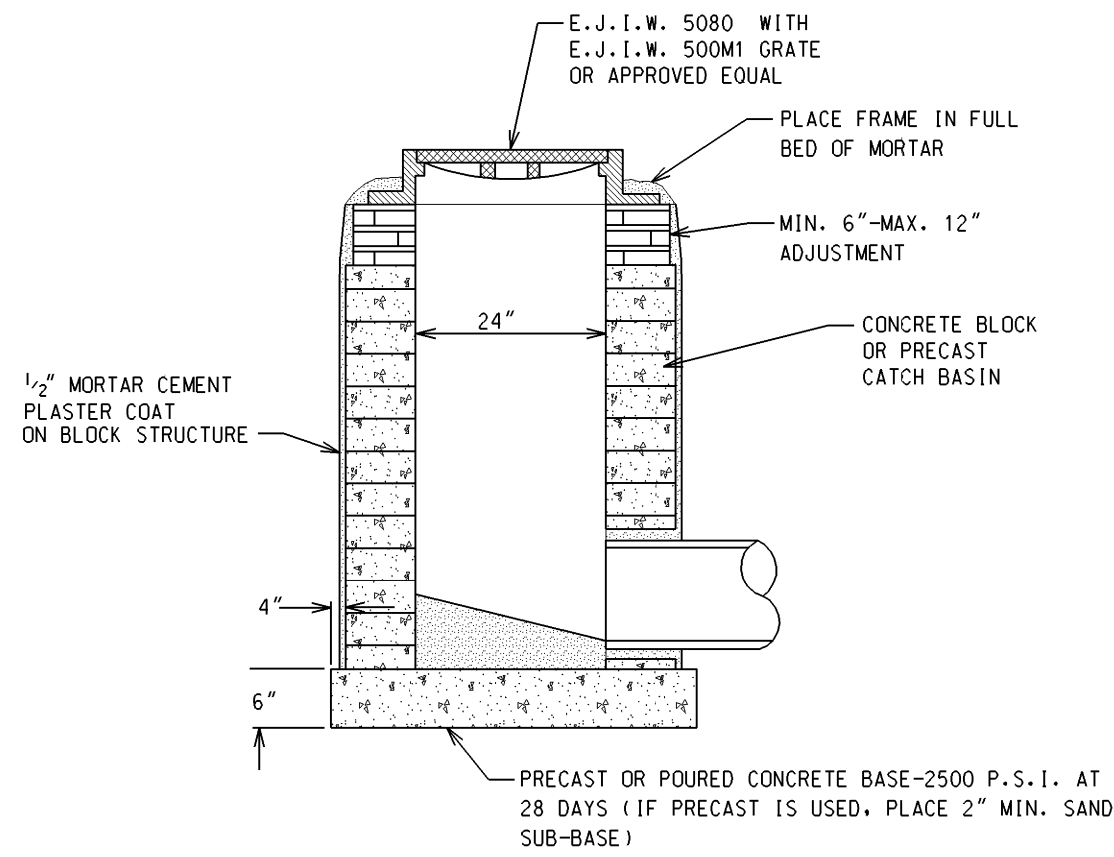


SEWER MANHOLE

(18" THRU 42" DIA. SEWERS)

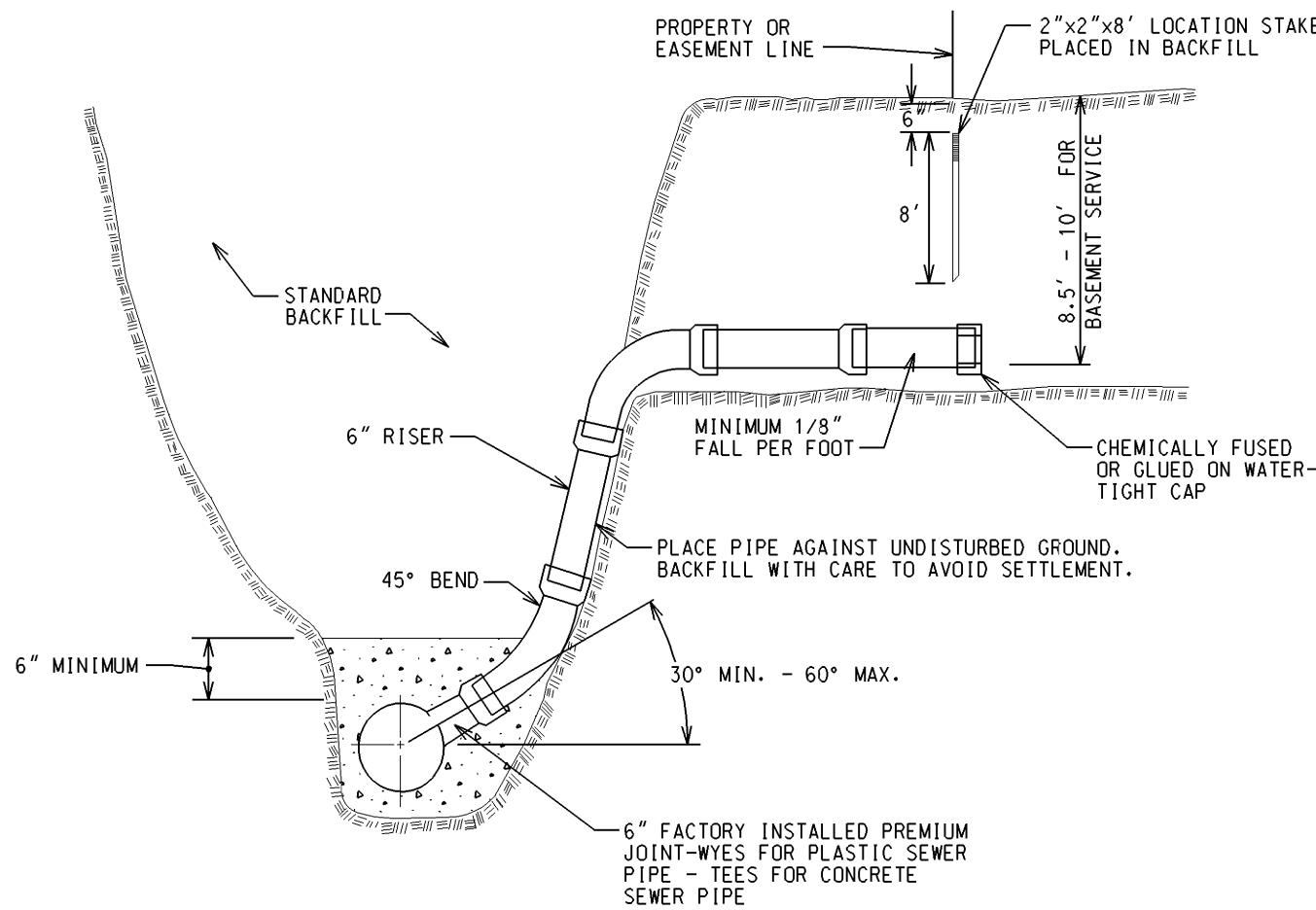


EXTERNAL DROP CONNECTION



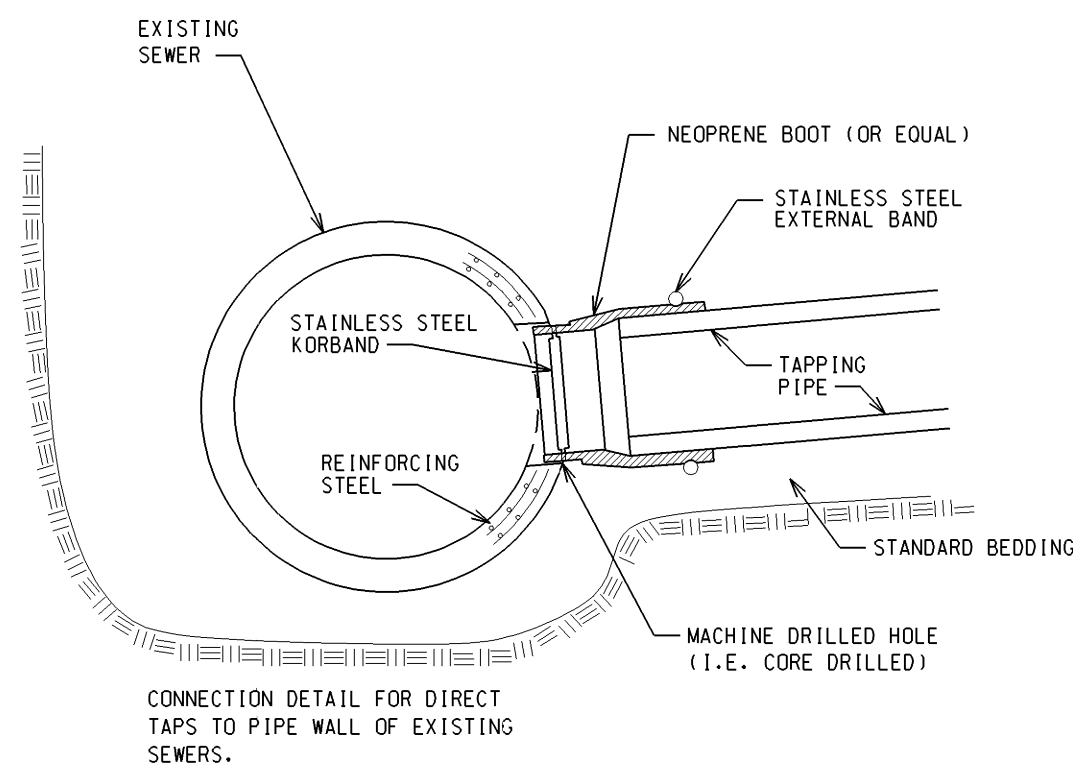
2 FT. DIAMETER INLET

NOTE:
FOR CATCH BASINS OR INLETS WITHIN
YARD AREAS USE E.J.I.W. 1040 WITH
TYPE "N" COVER OR APPROVED EQUAL



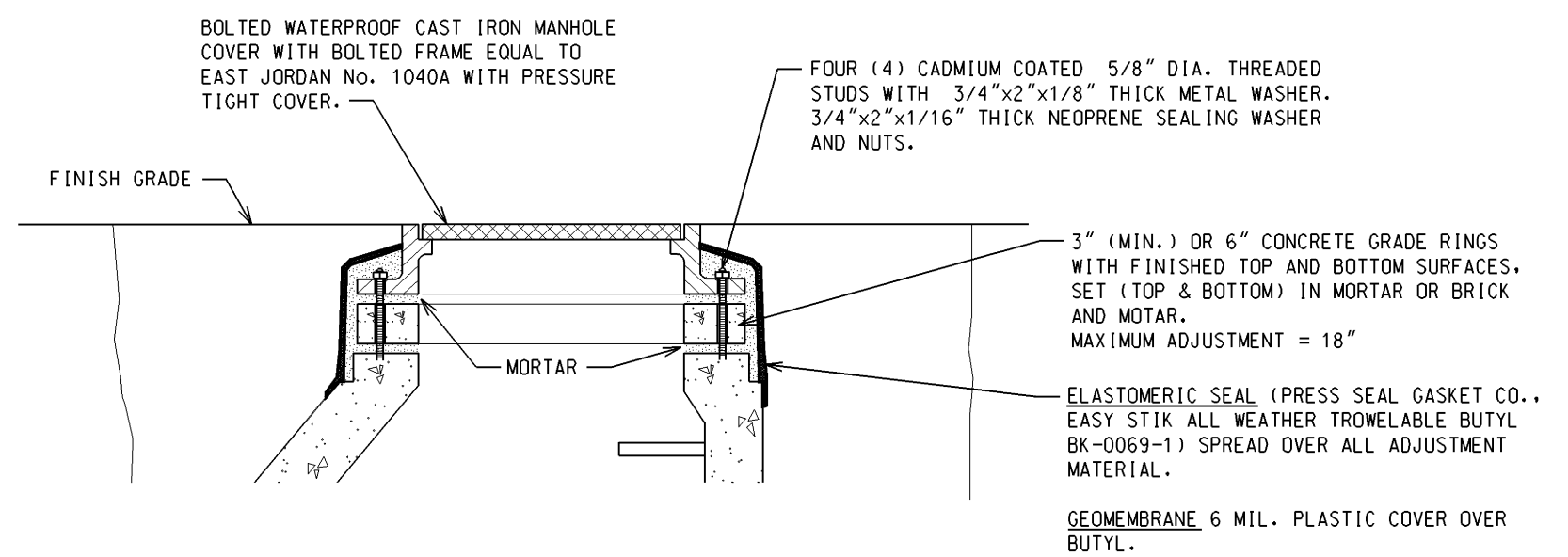
BUILDING LEAD DETAIL

0" - 15" COVER

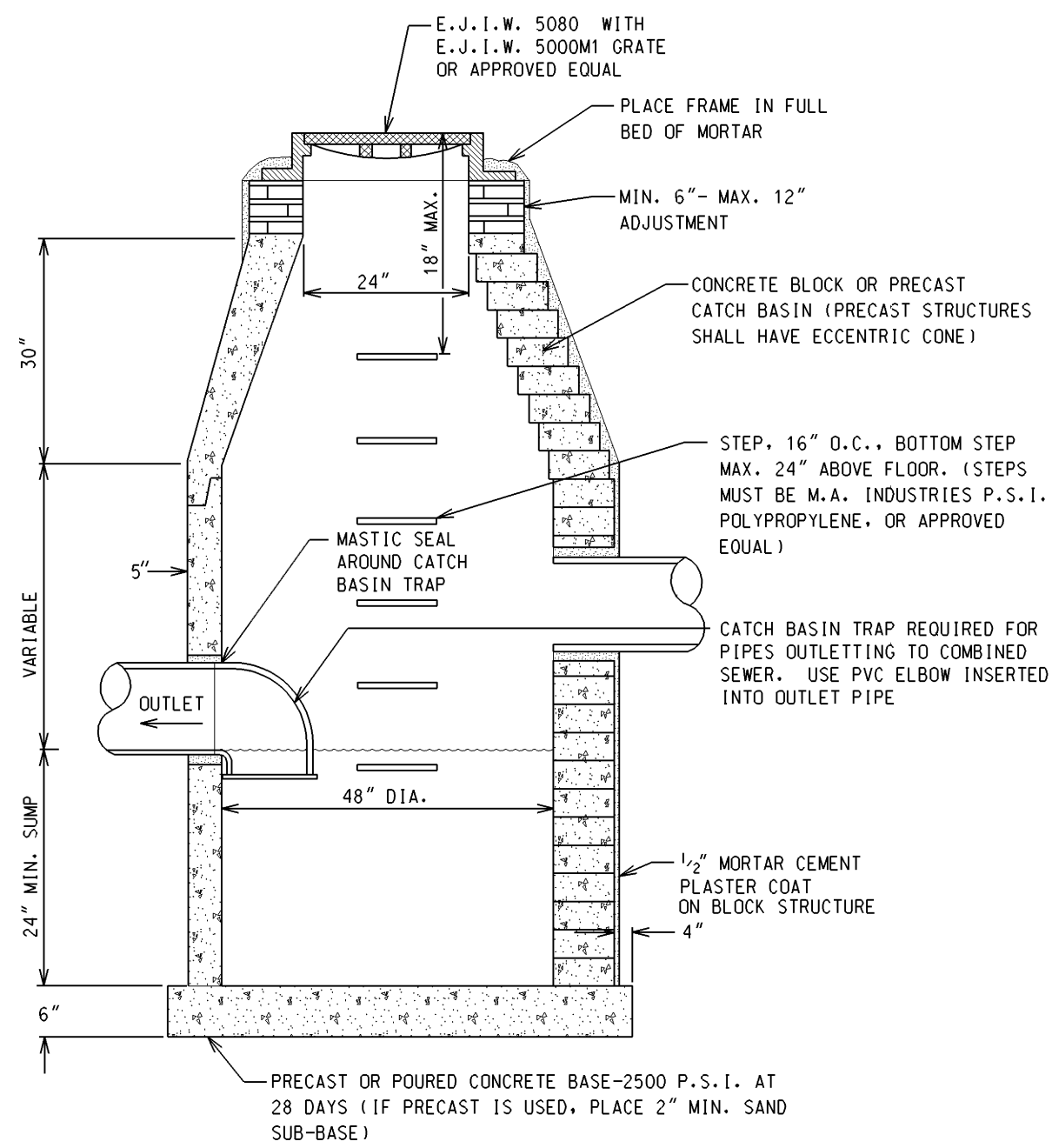


KOR-N-TEE TAP FOR CONCRETE

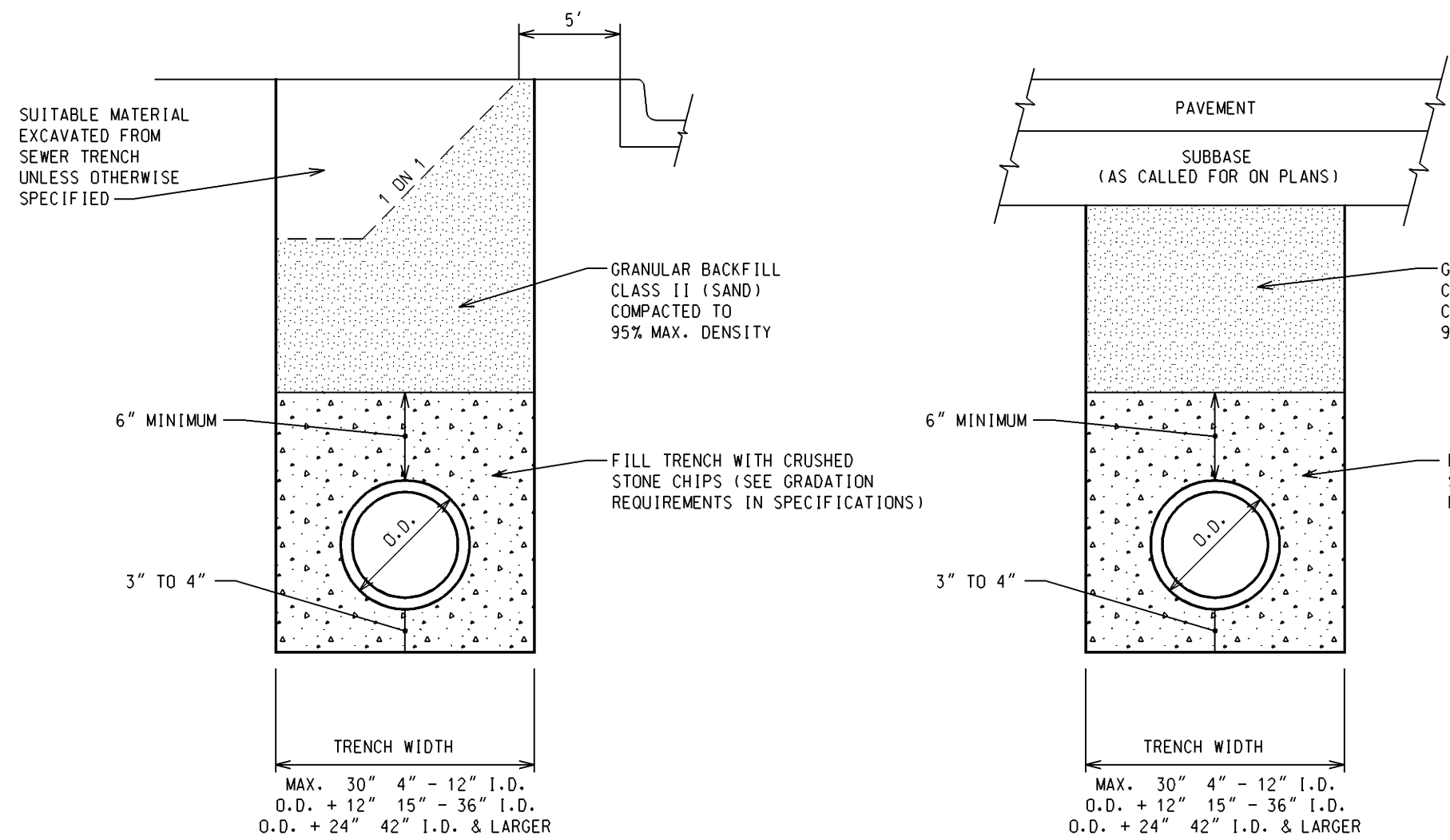
NO SCALE



SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



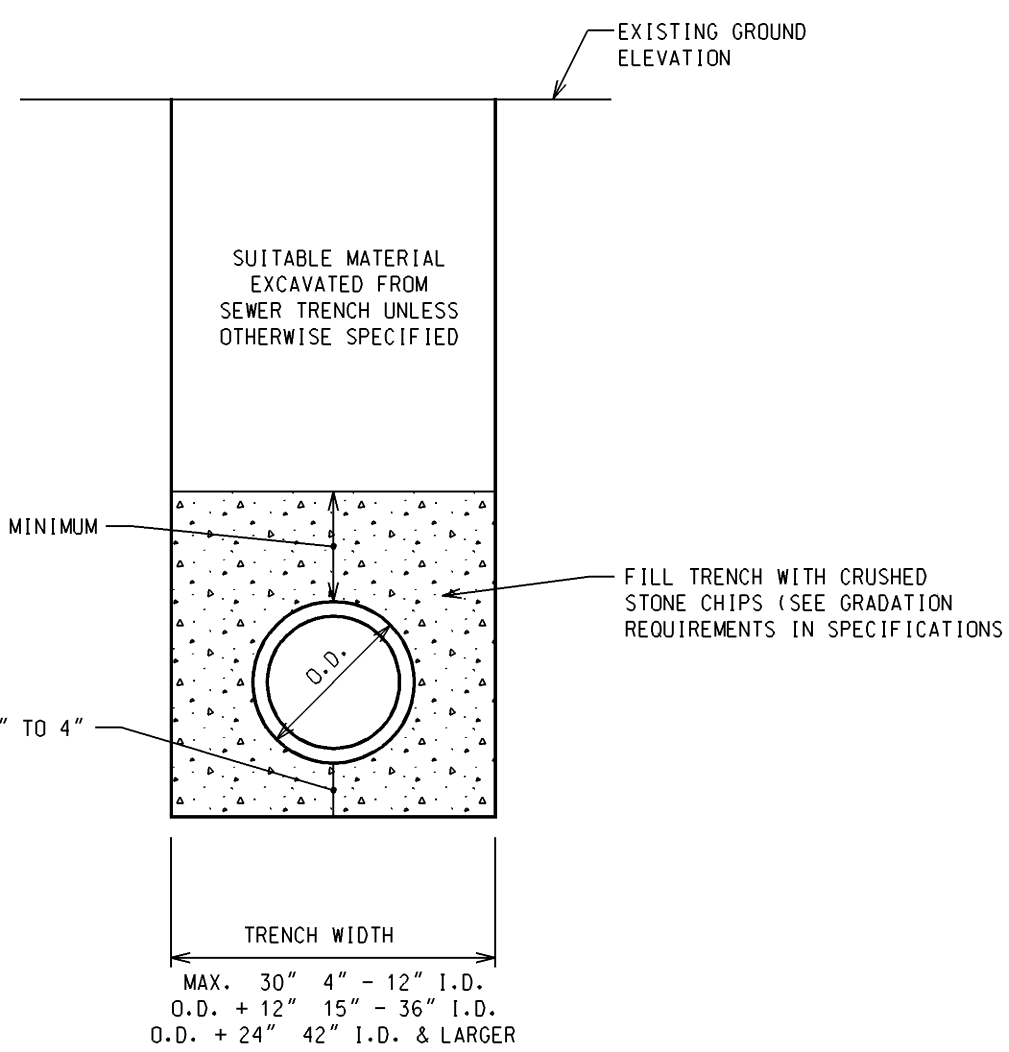
4 FT. DIAMETER CATCH BASIN



TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED

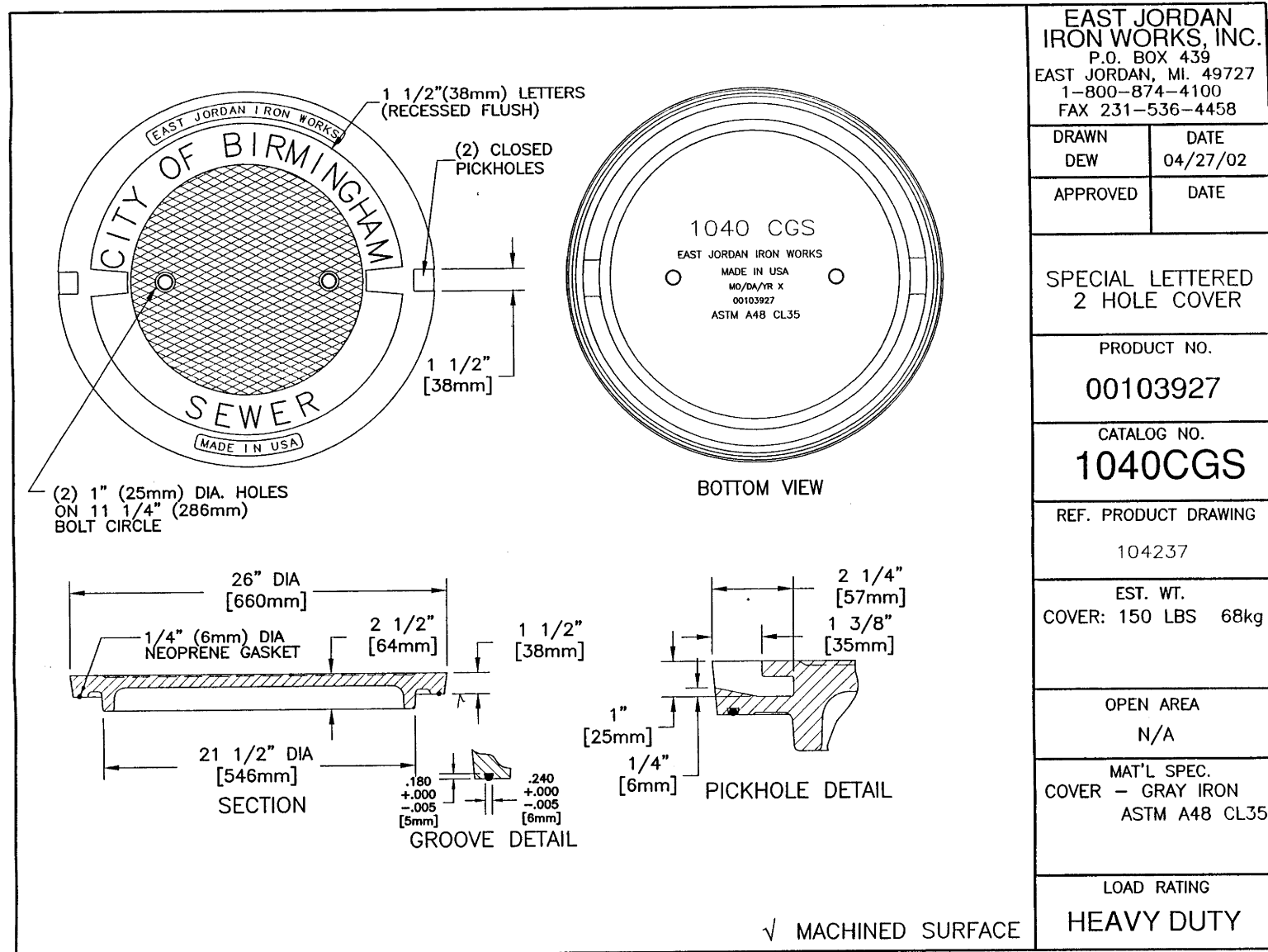
NOT TO SCALE



TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED

NOT TO SCALE



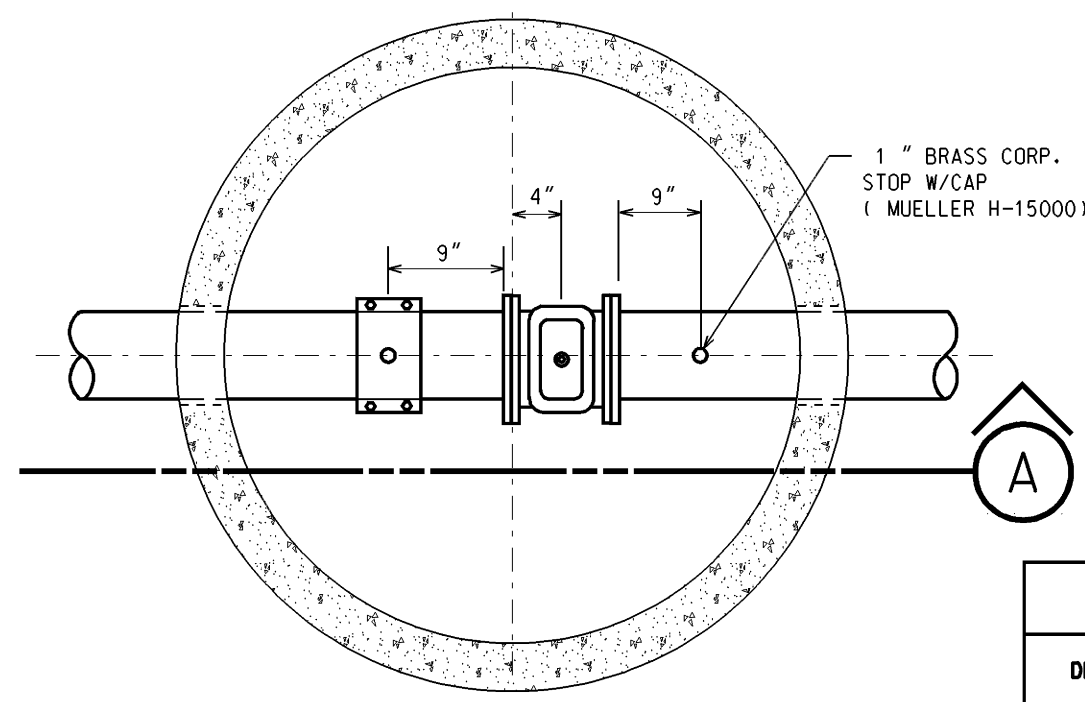
EAST JORDAN IRONWORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458	
DRAWN DEW	DATE 04/27/02
APPROVED	DATE
SPECIAL LETTERED 2 HOLE COVER	
PRODUCT NO. 00103927	
CATALOG NO. 1040CGS	
REF. PRODUCT DRAWING 104237	
EST. WT. COVER: 150 LBS 68kg	
OPEN AREA N/A	
MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL35	
LOAD RATING HEAVY DUTY	



151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

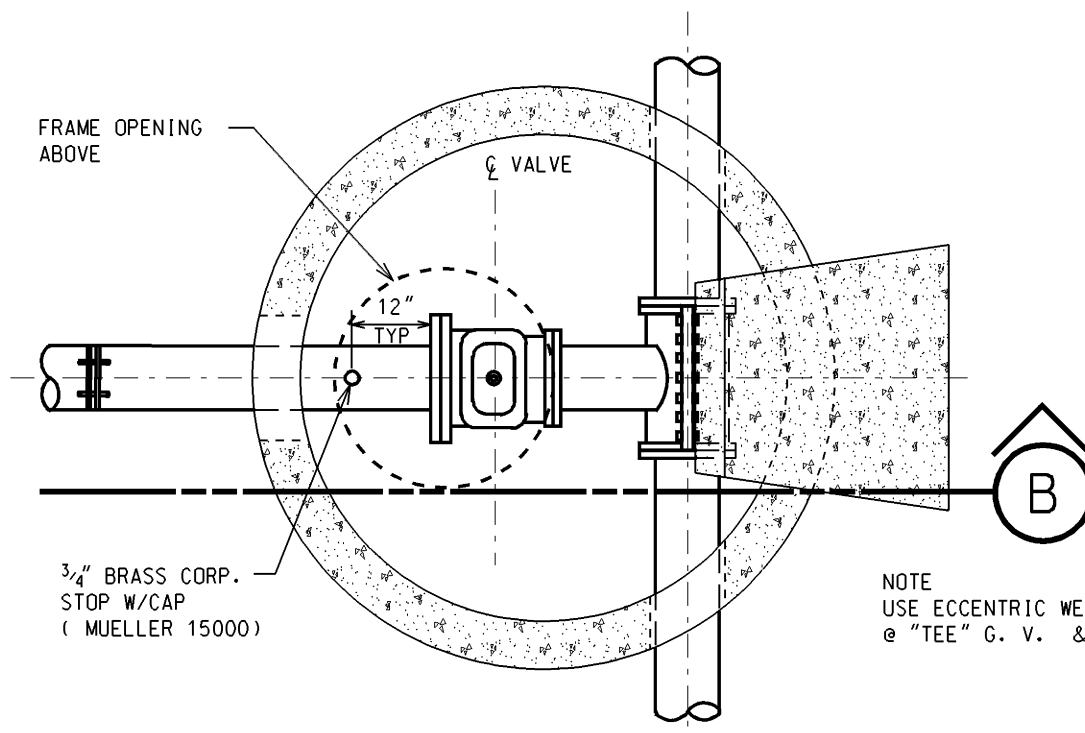
SEWER STANDARD DETAILS

DATE:	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE	
		APPROVED	SCALE	
			JANUARY 2007	



GATE WELL PLAN

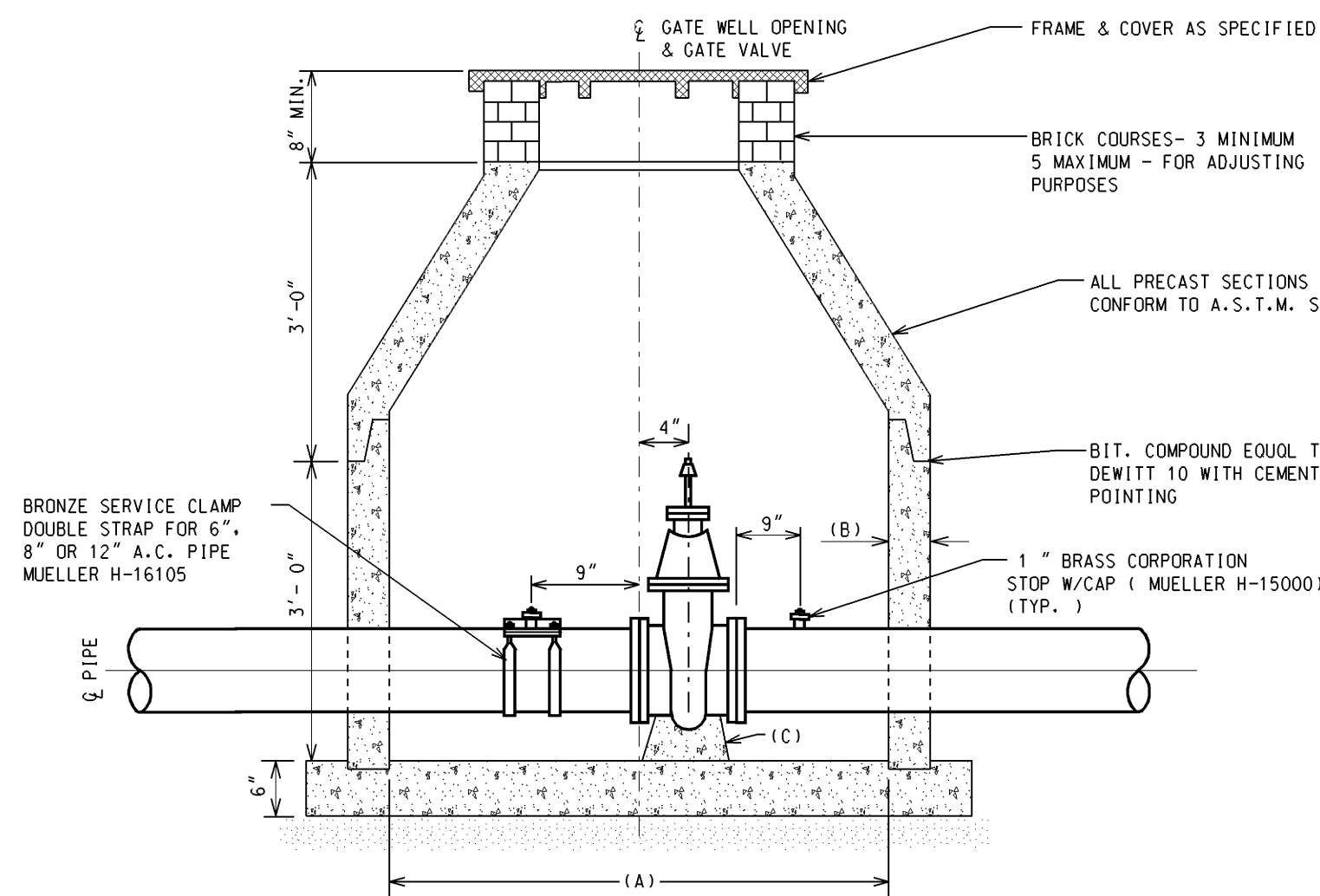
NO SCALE



TAPPING SLEEVE, VALVE & WELL PLAN

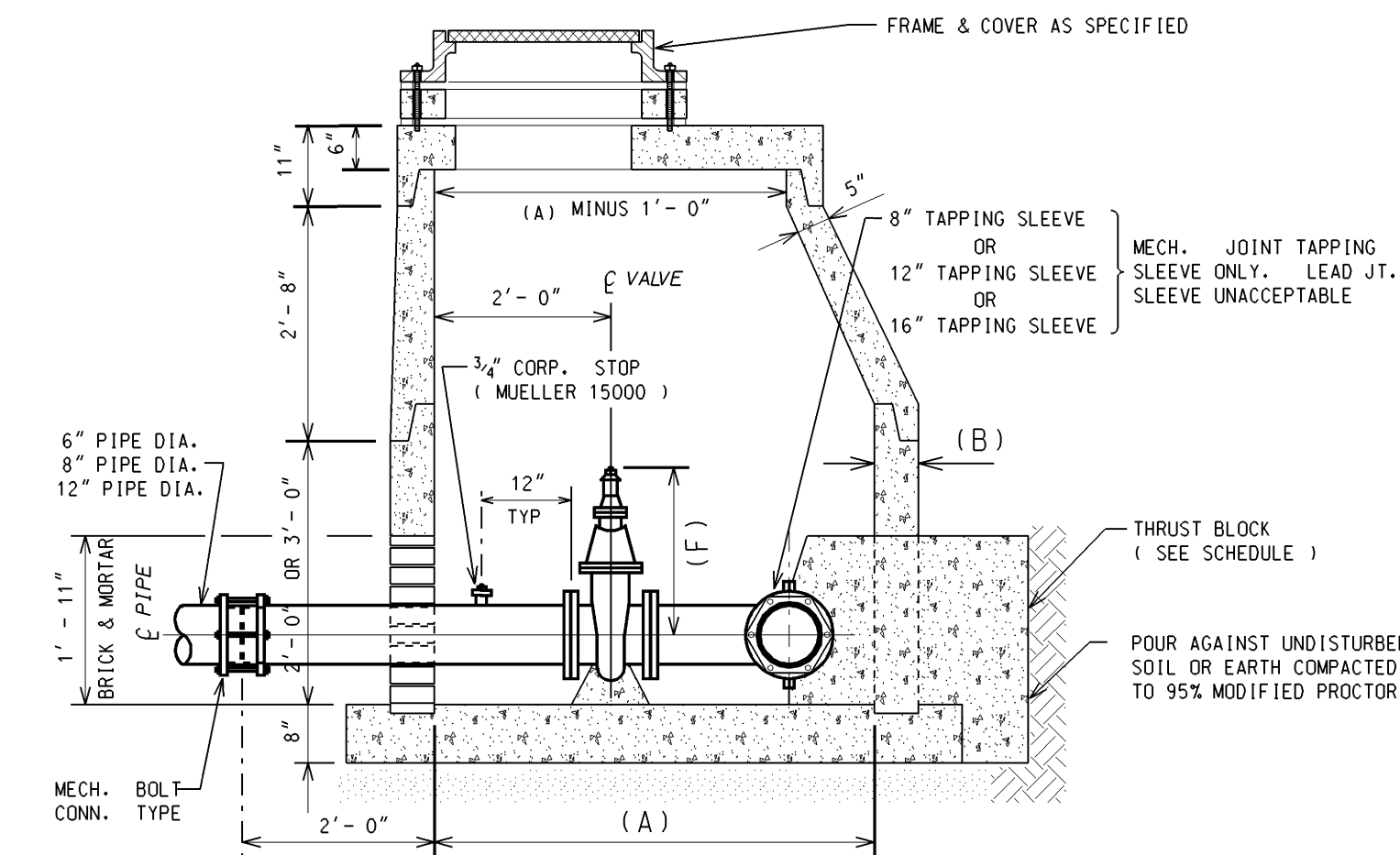
NO SCALE

GATE WELL SCHEDULE		
DESCRIPTION	DIM.	PIPE DIA. INCHES
INSIDE DIA.	A	6" 8" 12" 16"
WALL THICK.	B	5" 7" 7"
VALVE BLOCK THICK.	C	4" 4" 4"



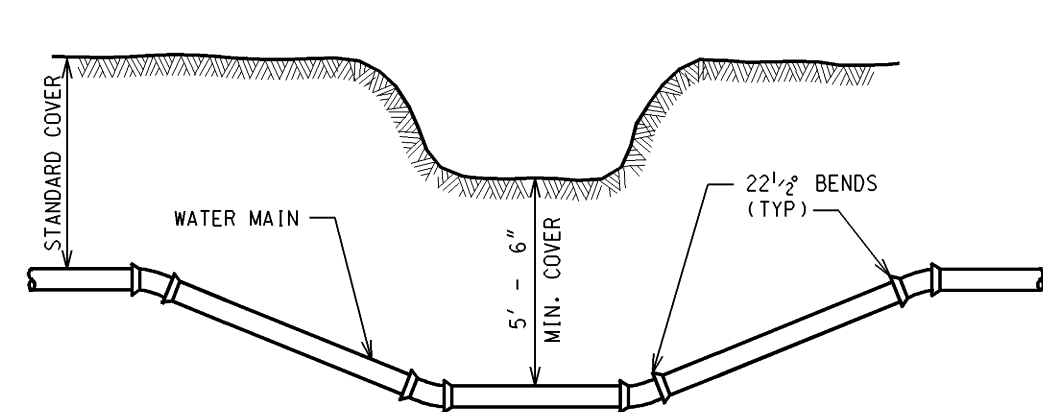
SECTION "A" GATE WELL

NO SCALE
W-1 & W-3



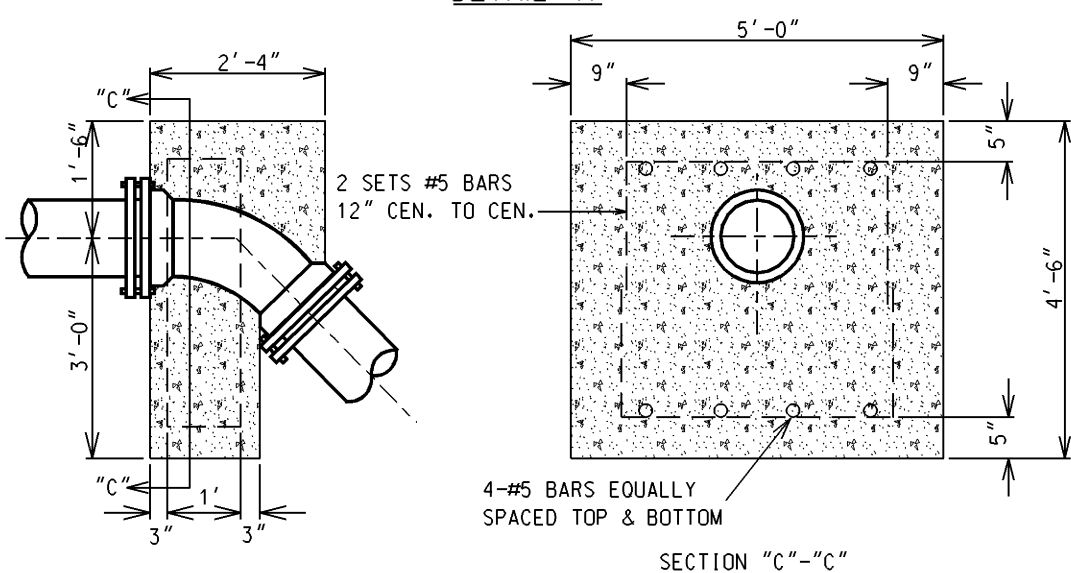
SECTION "B" TAPPING SLEEVE, VALVE & WELL

NO SCALE

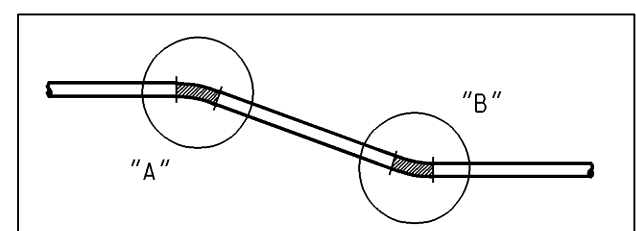


DITCH AND STREAM CROSSING

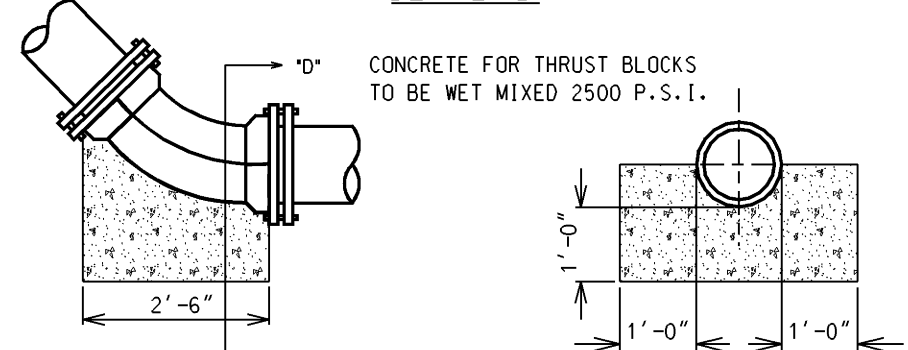
DETAIL "A"



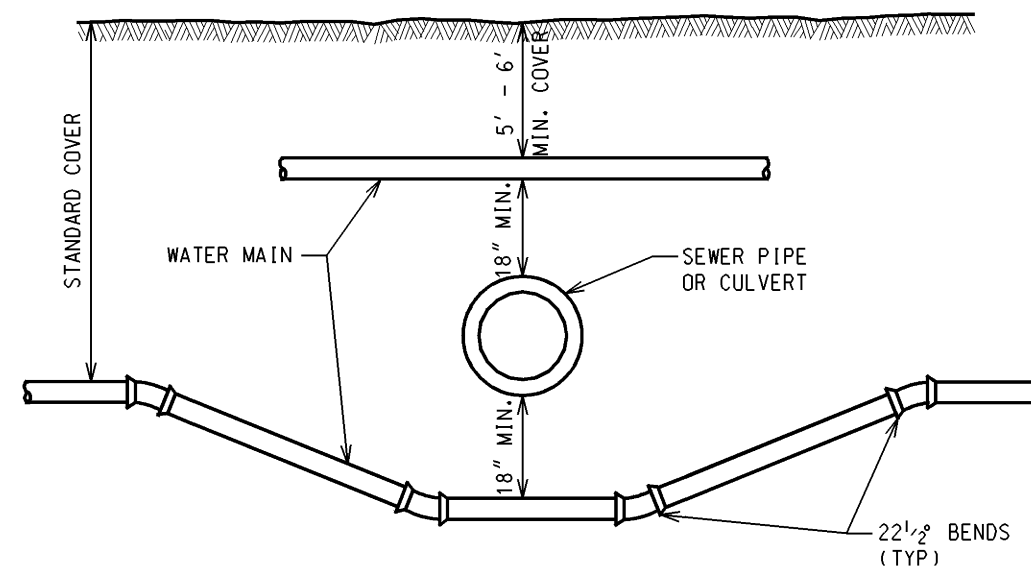
SECTION "C"-"C"



DETAIL "B"

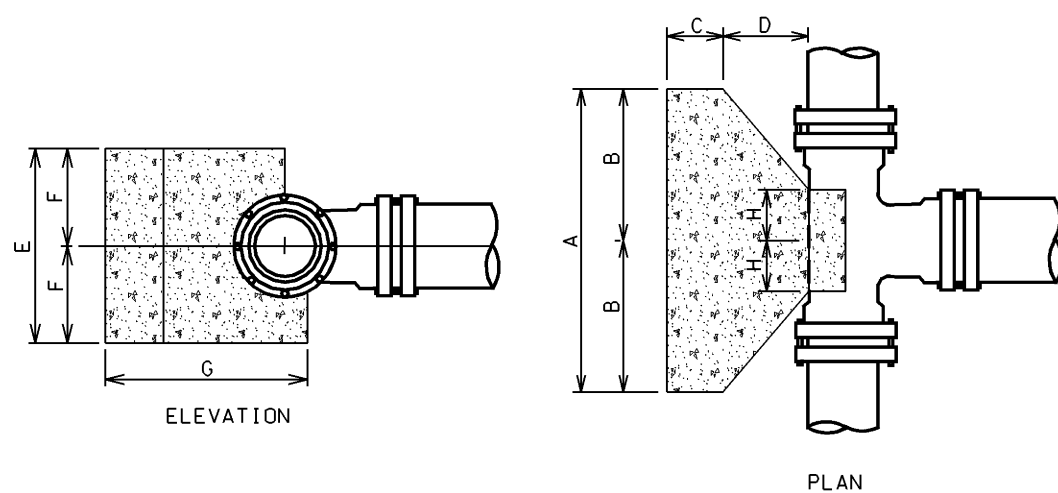


VERTICAL BEND THRUST BLOCKS FOR 8"-12" MAINS



SEWER OR CULVERT CROSSING

NO SCALE

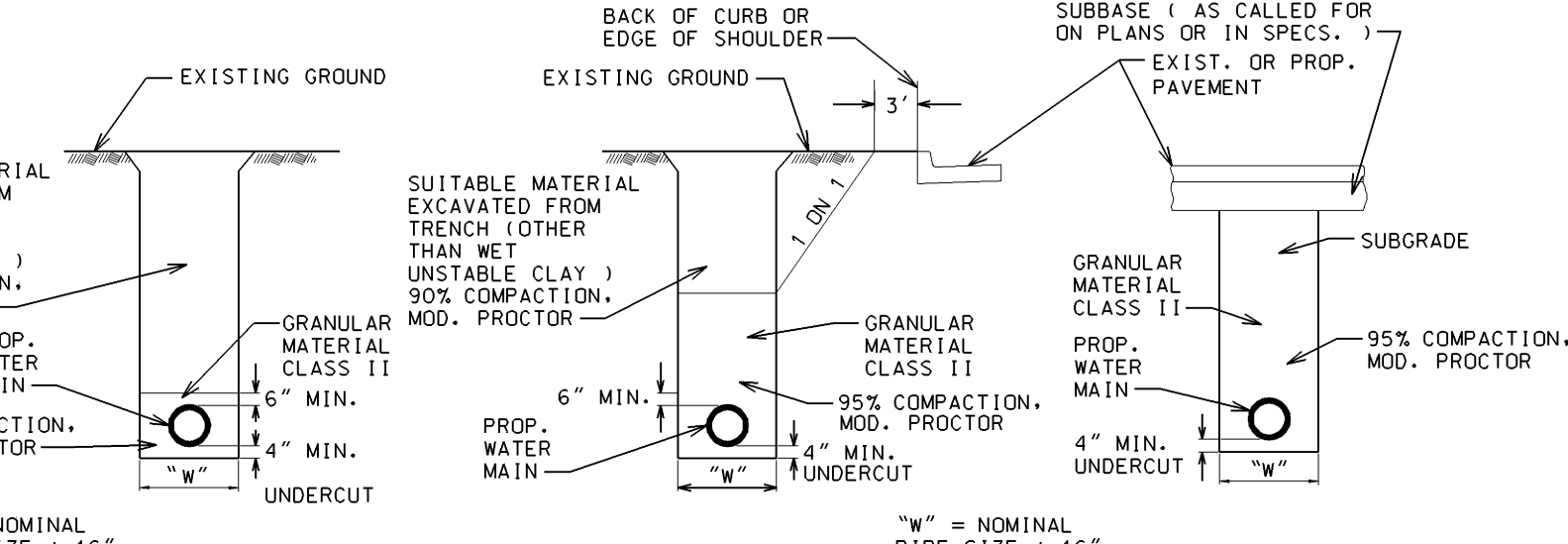


THRUST BLOCK FACE SHALL BE POURED AGAINST UNDISTURBED EARTH.
CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

SCHEDULE OF THRUST BLOCK DIMENSIONS		
CODE	TEE SIZE	16"x16" 24"x16"
A	8"x8" 12"x12" 16"x16" 24"x16"	24"x16"
B	3'-0" 4'-0" 5'-0"	5'-0"
C	1'-6" 2'-0" 2'-6"	2'-6"
D	0'-9" 0'-9" 1'-0"	1'-0"
E	1'-0" 1'-4" 1'-8"	1'-8"
F	2'-0" 3'-0" 4'-0"	4'-0"
G	1'-0" 1'-6" 2'-0"	2'-0"
H	2'-2" 2'-6" 2'-10"	2'-10"
I	16"x16" 24"x16"	24"x16"
J	3'-8" 4'-2"	4'-2"
K	0'-6" 0'-10" 1'-0"	1'-0"
L	0'-6" 0'-10" 1'-0"	1'-0"

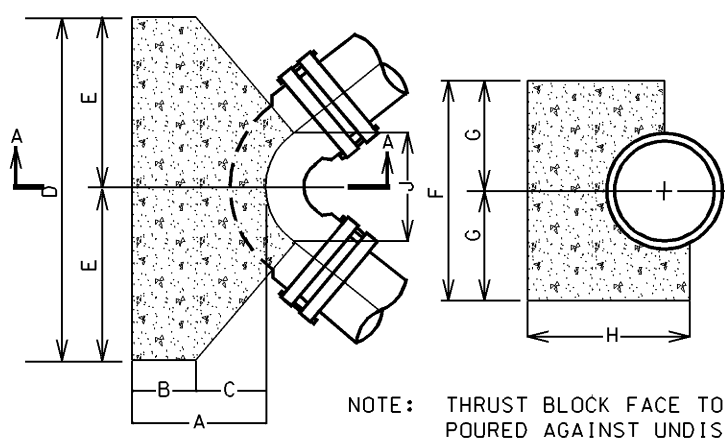
CONCRETE THRUST BLOCK FOR TEES

N. T. S.



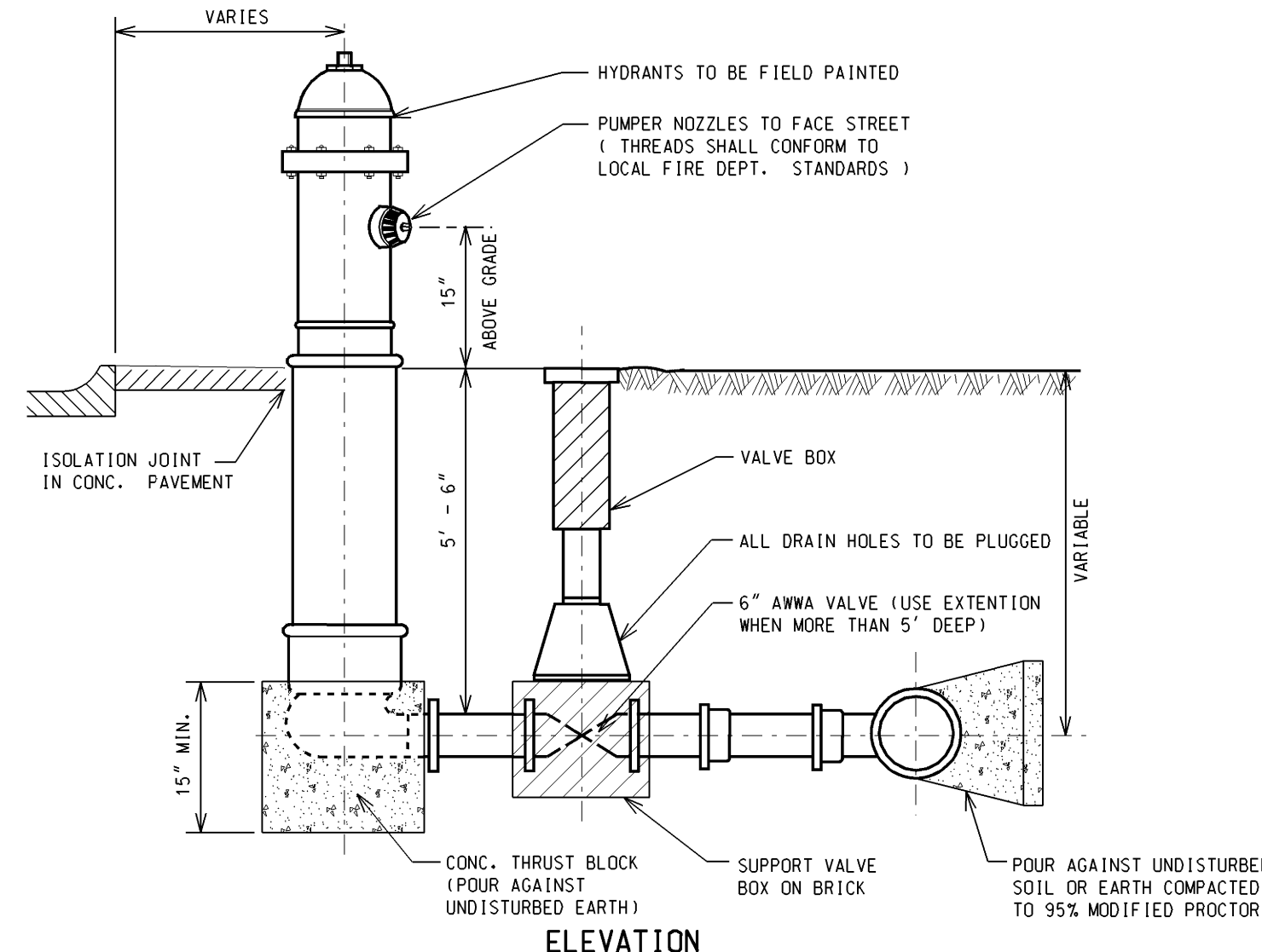
BEDDING DETAILS

PROP. WATER MAINS NOT UNDER PAVED SURFACE OR WITHIN INFLUENCE OF PAVED SURFACE

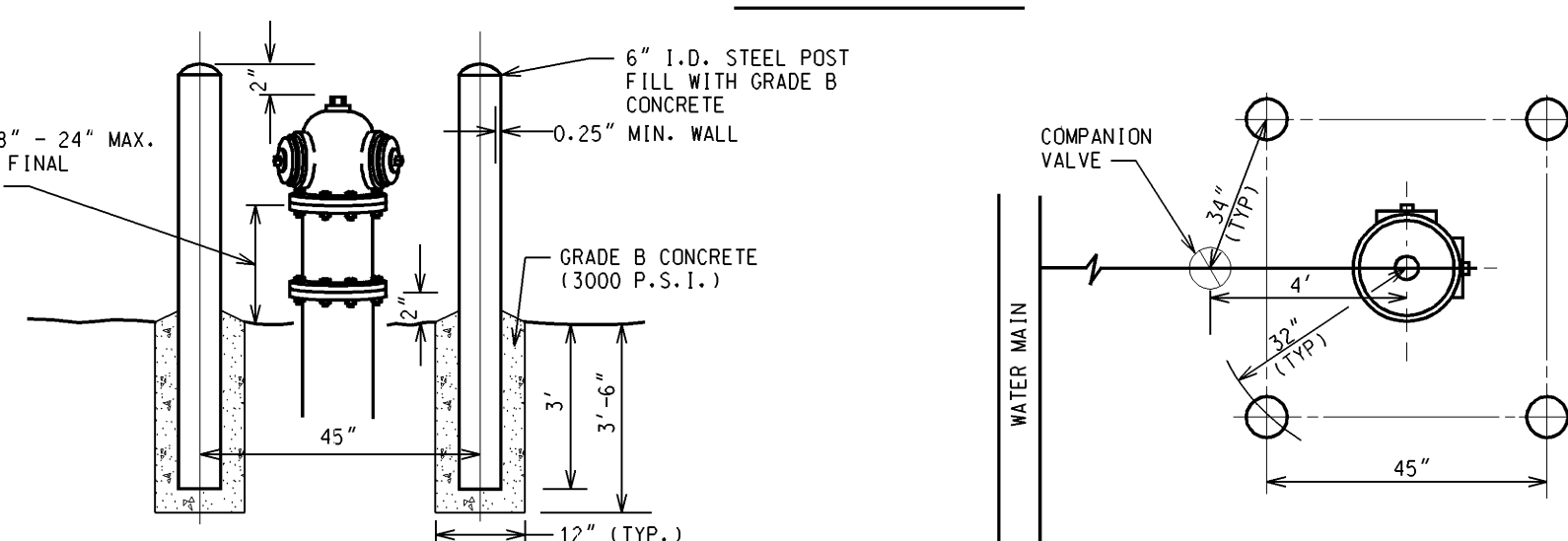


CONCRETE THRUST BLOCK FOR BENDS

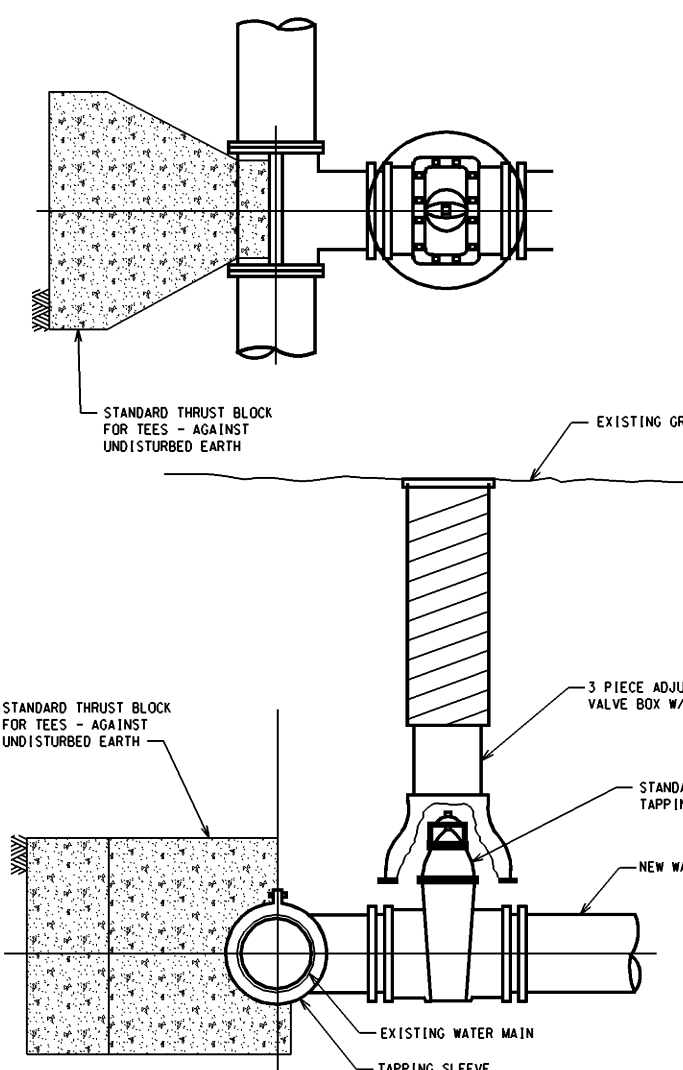
N. T. S.



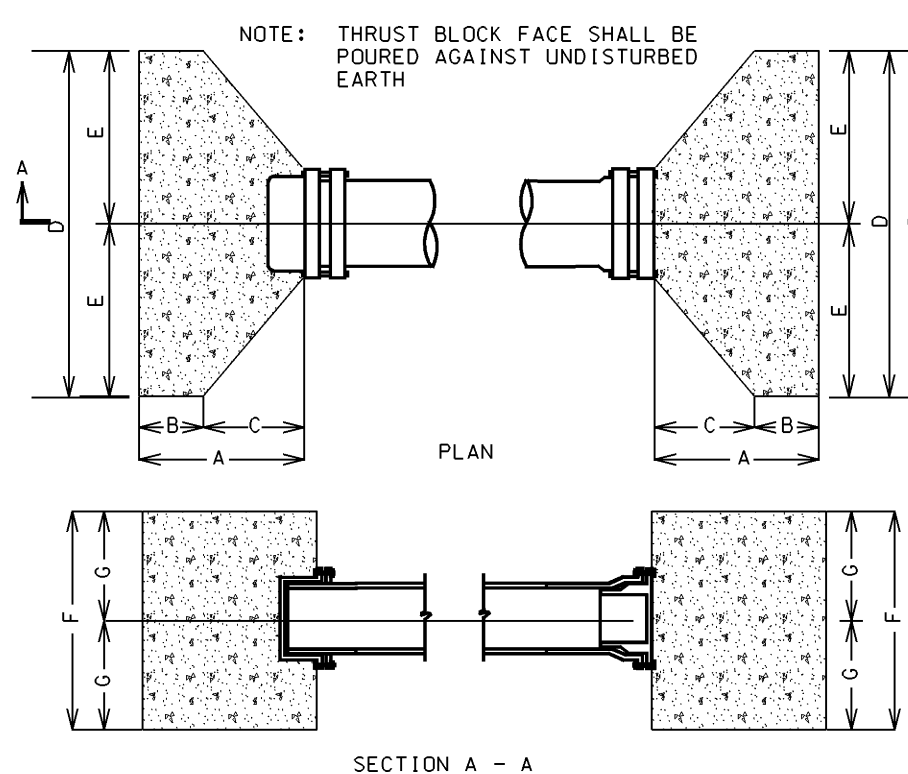
ELEVATION



FIRE HYDRANT GUARD POSTS DETAIL

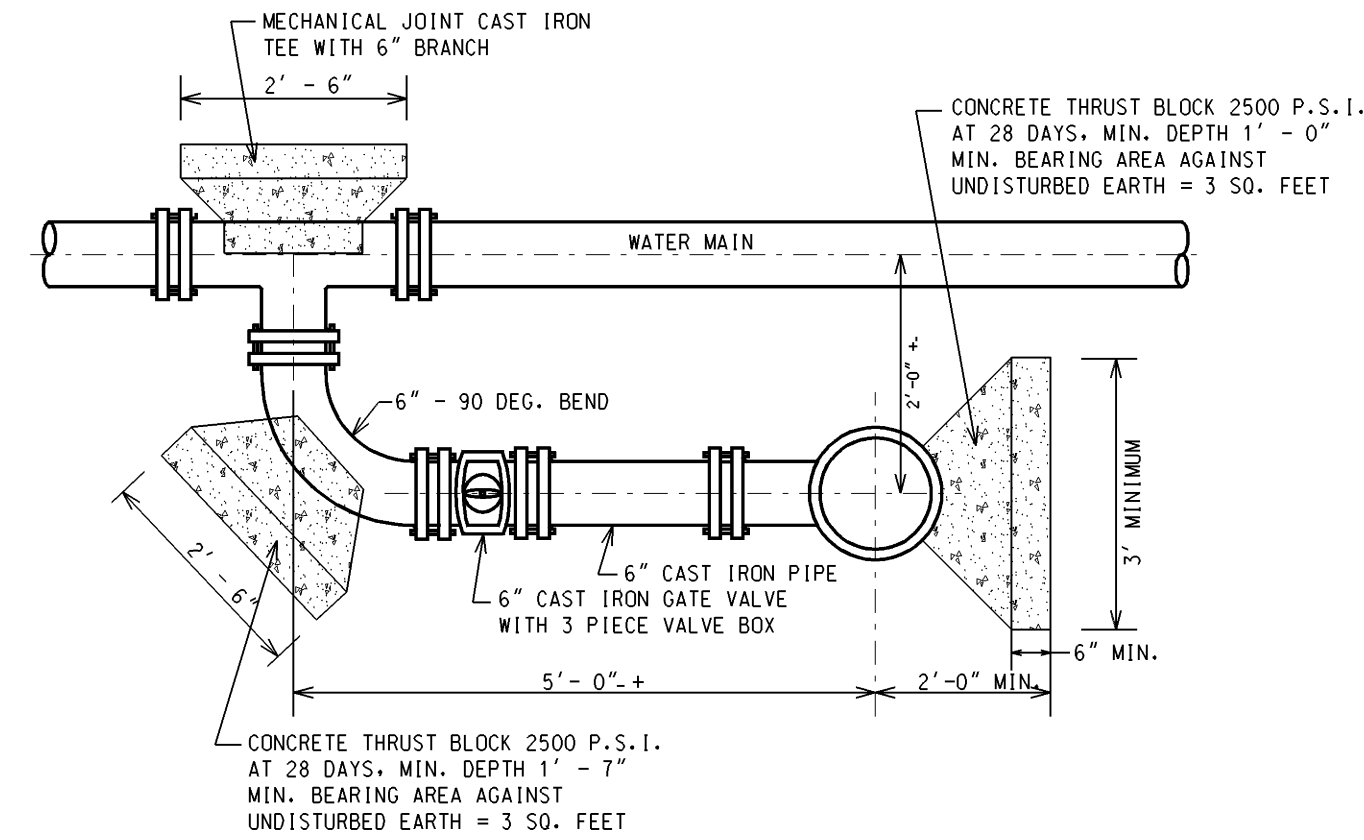


TAPPING SLEEVE & VALVE W/VALVE BOX



CONC. THRUST BLOCKS FOR PLUGS & CAPS

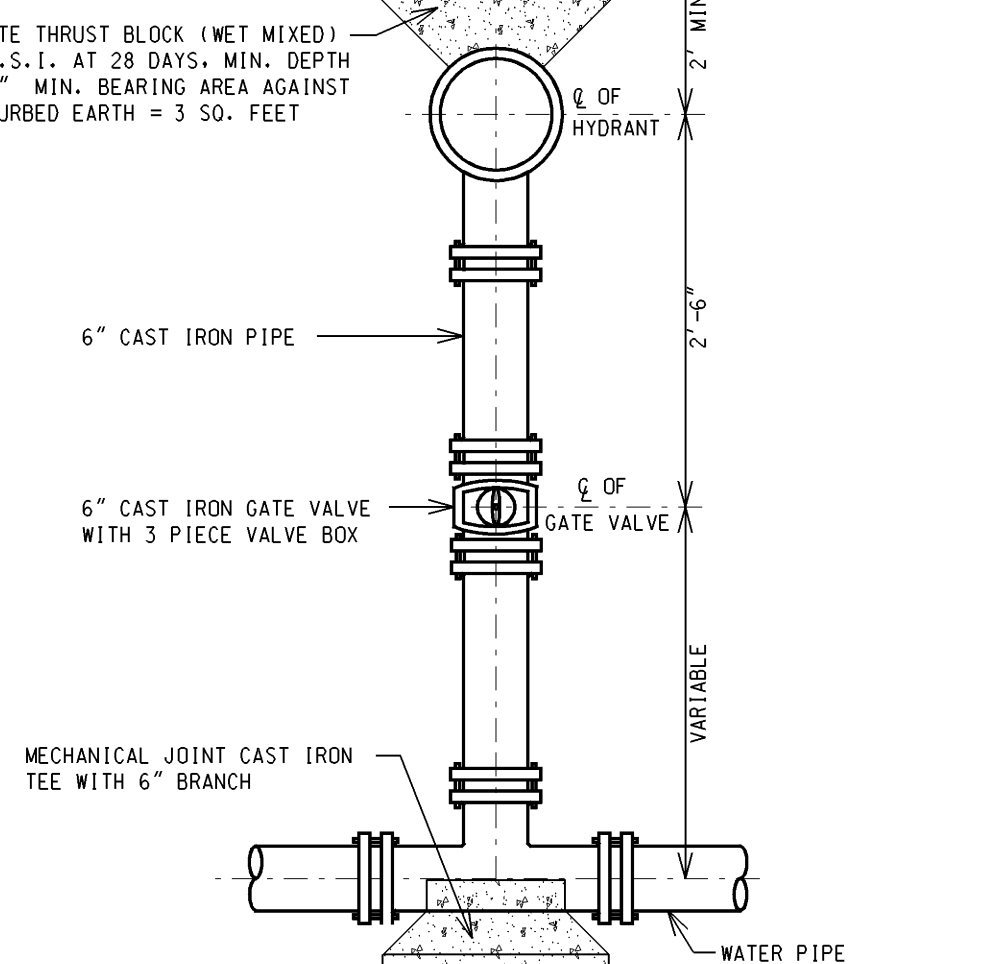
SIZE	A MIN.	B MIN.	C	D	E	F	G	H	J
8"	1'-11"	0'-9"	1'-2"	3'-0"	1'-6"	2'-0"	1'-6"	1'-8"	0'-10"
12"	2'-1"	0'-9"	1'-4"	4'-0"	2'-0"	3'-0"	1'-6"	1'-8"	0'-10"
16"	2'-8"	1'-0"	1'-8"	5'-0"	3'-0"	4'-0"	1'-6"	1'-8"	0'-10"



"L" HYDRANT CONNECTION

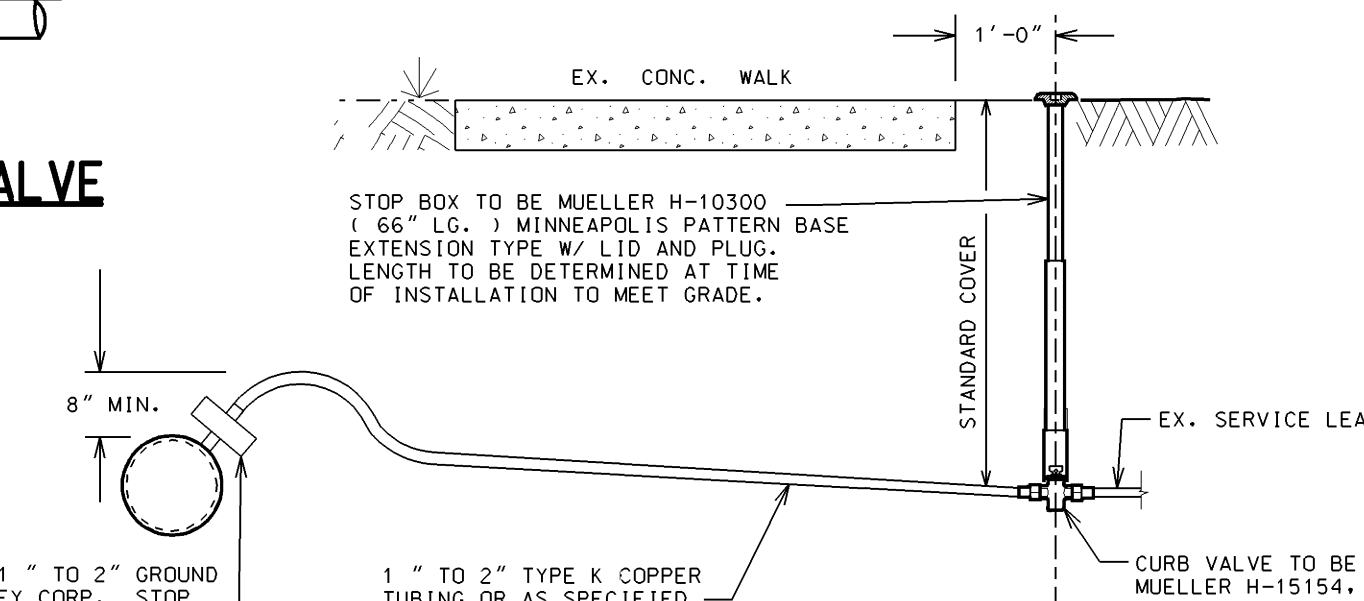
NO SCALE
W-9

NOTE: FOR CONSTRUCTION OF NEW FIRE HYDRANT TO EXISTING "LIVE" WATERMAIN, USE 6" TAPPING SLEEVE VALVE & BOX TO MAKE CONNECTION, AND DELETE "6" CAST IRON GATE VALVE WITH 3 PIECE VALVE AS SHOWN ON DETAIL.



STRAIGHT HYDRANT CONNECTION

NO SCALE
W-10



WATER SERVICE CONNECTION (TYP)

NO SCALE

City of Birmingham
A Vibrant Community

151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

WATER MAIN STANDARD DETAILS

DATE:	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE	WM-1
		APPROVED	SCALE	



CIVIL ENGINEERS

LAND SURVEYORS

LAND PLANNERS

August 13, 2021

City of Birmingham
151 Martin Street
Birmingham, MI 48012

Attn: Mr. James Surhigh, P.E.
Consulting City Engineer

Re: Recommendation for Bid Award
Townsend Street and Peabody Street Paving Project – Contract #6-21P
NFE Job #M271

Dear Mr. Surhigh,

Bids for the subject project were received, opened, and read on Thursday, August 12, 2021, at 2:00 p.m. at City Hall. A total of four (4) bids were received and read. The bids have been tabulated, checked, and are in order. The low bidder for the project is DiPonio Contracting, Inc. of Shelby Township, Michigan, with a total bid amount of \$1,154,870.95. We note that the bid amount is greater than the Engineer's Opinion of Probable Cost, which was \$1,133,540.40, by an amount of \$21,330.55 which represents less than a 2% increase over the estimated cost for the project.

Our office has experience working with DiPonio Contracting on previous successful projects in Birmingham and other surrounding communities. DiPonio Contracting is nearing completion on the 2021 Grant Street Paving Project (Contract #1-21P) and recently completed the 2020 Lakeview Avenue Paving Project (Contract #2-20P). We have also reviewed the references included with the bid and find them to be reputable and acceptable. Based on previous experience we are confident in DiPonio Contracting's ability to perform the scope of work for this project.

In our capacity as Design and Consulting Engineers for the City of Birmingham, we recommend that Contract #6-21P for the Townsend Street and Peabody Street Paving Project be awarded to DiPonio Contracting, Inc. in the amount of **\$1,154,870.95**.

Please do not hesitate to contact our office if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Tulikangas'.

Paul Tulikangas, P.E.
Associate / Engineering Manager

A handwritten signature in blue ink, appearing to read 'Brett Buchholz'.

Brett Buchholz, P.E.,
Principal

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257

MEMORANDUM

DATE: August 23, 2021
TO: Thomas M. Markus
FROM: Mary M. Kucharek
SUBJECT: NEXT Interlocal Agreement

INTRODUCTION:

- Four (4) communities would like to enter into an Interlocal Agreement regarding Joint Senior Services provided by a 501(c) non-profit organization.

BACKGROUND:

- Communities have different opportunities to serve their senior members. Some communities, for instance Rochester Hills, provide senior services through the local government. When a municipality decides to provide complex senior services to its citizens and surrounding communities, municipalities can join together and enter into Interlocal Agreements detailing the duties and obligations of each of its members. Those types of Interlocal Agreements will set out the parameters for Board of Directors and ongoing capital endeavors to fund these programs. In fact, our neighboring community, Bloomfield Township, is another example.
- Other municipalities, while always concerned for its seniors, can find themselves fortunate to have their seniors served by local non-profit organizations. The City of Birmingham is fortunate to have NEXT in its jurisdictional boundaries which enriches the lives of its senior citizens. NEXT is a 501(c) non-profit organization which has been serving the community of Birmingham and its neighbors for over 40 years offering support services and programs that focus on allowing all older adults to live independently. NEXT provides comprehensive support services by raising money through grants, donations, fundraising, and participation from four (4) communities including Birmingham.
- There have been many discussions between Birmingham and its three (3) neighbors, Village of Beverly Hills, Village of Bingham Farms, and Village of Franklin, which are the four (4) communities whose seniors benefit the most from NEXT and its programming, to enter into a very complex Interlocal Agreement. Upon reviewing the Interlocal Agreement that was in discussion for the past year or so, I believe it is not the most appropriate avenue for the City of Birmingham. Likewise, the other three (3) local units and their leaders did not want to enter into such a complex Interlocal Agreement because it would necessitate the local communities providing the senior services instead of this 501(c) non-profit organization. The language of the Interlocal being discussed for the past number of

months overstepped the boundaries of the municipalities and would step into the shoes of the 501(c) organization.

- After much discussion with the Director of NEXT and our neighboring communities, we have identified this Interlocal Agreement to be appropriate. This Agreement allows NEXT to be able to rely upon stabilization and predictability for its finances in order to continue to serve the seniors in all four (4) governmental units. This Interlocal Agreement simply states that NEXT can rely upon the ongoing financial participation of the four (4) units in the same manner they have for past years participation.

LEGAL REVIEW:

- The City Attorney drafted the Agreement and believes this Interlocal Agreement is the appropriate agreement to assist NEXT in being able to rely upon the four (4) governmental units in continuing its endeavors. At any time in the future if the role of the municipalities change, new agreements can be drafted. As of today, the City of Birmingham, nor its three (3) neighboring communities, are in positions of or have the desire to purchase large assets like buildings, etc. on behalf of the non-profit. If times change, or if new endeavors are sought, we can certainly draft new agreements.

FISCAL IMPACT:

- In the past, the City of Birmingham's contribution to NEXT has been approximately \$122,944.00, which is 67% of the total contribution from the four (4) funding units.

SUMMARY:

- It is advisable for the City of Birmingham to enter into this Interlocal Agreement which promises to NEXT its continuing contribution of approximately \$123,000.00 each year.

ATTACHMENTS:

- Interlocal Agreement for Joint Senior Services

SUGGESTED COMMISSION ACTION:

- To make a motion to adopt a Resolution approving the City of Birmingham's participation in an Interlocal Agreement for Joint Senior Services, which together with three (3) neighboring communities, articulates their intention to contribute money so that NEXT and its Board of Directors may rely upon these monies in order to serve the seniors residing in the governmental units, and to authorize the City Manager to sign the Agreement on behalf of the City.

INTERLOCAL AGREEMENT JOINT SENIOR SERVICES

This Interlocal Agreement is entered into as of the ____ day of _____, 2021, by and between the **VILLAGE OF BEVERLY HILLS**, a Michigan municipal corporation located at 18500 W. Thirteen Mile Road; the **VILLAGE OF BINGHAM FARMS**, a Michigan municipal corporation located at 24255 Thirteen Mile Road, Suite 190; the **CITY OF BIRMINGHAM**, a Michigan municipal corporation located at 151 Martin Street; and the **VILLAGE OF FRANKLIN**, a Michigan municipal corporation located at 32325 Franklin Road (hereinafter referred to as "governmental units").

WHEREAS, NEXT is at 2121 Midvale, Birmingham, Michigan and offers an Active Adult Activity Center which is located in a school building, as provided in-kind by the Birmingham Public Schools in partnership with the member communities as an element of continuing education; and,

WHEREAS, this Interlocal Agreement is for the governmental units which are parties hereto in order to join together to establish an agreement for the purposes set forth; and,

WHEREAS, the governmental units wish to collectively formalize their commitments to provide funds for senior services.

THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I – PURPOSE

NEXT is a 501(c) Non-Profit Organization which has been serving the community for over forty (40) years offering support services that focuses on allowing older adults to live independently. NEXT provides a comprehensive service department providing information, referrals, classes and activities. They offer services to all individuals 50 years of age and older, residing in the governmental units which are part of this Agreement. The activities and services provided include, but are not limited to, transportation and actions directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, and mobility status of persons over 50 years of age.

The purpose of this Interlocal Agreement is strictly for the purpose of NEXT being able to rely upon stabilization and predictability for its finances in order to serve the seniors residing in the governmental units. Easily stated, the purpose of this Interlocal Agreement is to give NEXT dependability upon the governmental units for their budget and its framework of support.

At some point in time, should the parties choose to provide a municipal based senior service center or services, there may be an opportunity for the governmental units involved in this Agreement to enter into other agreements providing for a larger framework under governmental direction and ownership.

ARTICLE II – APPROPRIATION OF FUNDS FOR SERVICES

The people of the State of Michigan enacted MCL §§ 400.571 – 400.577 which allows a local unit of government to appropriate funds in order to provide money to public or private non-profit corporations or organizations for the purpose of planning, coordinating, and in providing services to older persons. The appropriation for funds of services must be approved by the majority of the members of the governing body of the local unit of government. Therefore, while public funds usually cannot be used for private non-profit corporations, in the case of providing senior services, the units are legally able to grant money because of the act as stated.

ARTICLE III – FINANCES

Quarterly, the Executive Director of NEXT will provide to each governmental unit a financial statement. It is important to note that NEXT functions with a finance committee and must have their financial reports and budgets authorized by its Board of Directors.

It is obviously paramount that each of the governmental units providing funds to NEXT be assured that public funds are being used appropriately and efficiently. To that end, annually, by January 31 of each year, the Executive Director is to provide a detailed financial statement demonstrating day-to-day operations and appear at each governmental unit's legislative authority to demonstrate the budget and receive approval.

ARTICLE IV – PARTICIPATION

The parties hereto agree that each governmental unit will participate in granting money to NEXT as requested and in amounts at least equivalent to their past year's donations. The parties may annually adjust these funding contributions during each subsequent fiscal year as approved by the municipal governing unit. The following table demonstrates the usual funding by each governmental unit.

<u>Community</u>	<u>Population (2018 Est.)*</u>	<u>2019 SEV**</u>	<u>Percentage of SEV</u>	<u>Contribution Amount</u>	<u>Percentage of Contribution</u>
Birmingham	21,322	3,192,674,170	68%	\$122,944	67%
Beverly Hills	10,410	800,972,340	17%	\$43,375	24%
Bingham Farms	1,152	205,360,240	5%	\$4,639	3%
Franklin	3,255	443,872,130	10%	\$10,000	6%

*www.worldpopulationreview.com or U.S. Census, if available.

**2019 Oakland County Equalization Report

The parties may terminate this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

ARTICLE V – MISCELLANEOUS

This Agreement may be amended in whole or in any part by written agreement of all of the parties at any time. Each governmental unit and NEXT is obligated to fully comply with all applicable local, state, and federal laws, regulations, grant conditions and contract provisions. This Agreement shall be in full force and effect on the date the Agreement is signed by all parties. This Agreement shall remain in effect and continue indefinitely unless terminated in writing by each governmental unit.

VILLAGE OF BEVERLY HILLS

By: _____

Its:_____

VILLAGE OF BINGHAM FARMS

By: _____

Its:_____

CITY OF BIRMINGHAM

By: _____

Its:_____

VILLAGE OF FRANKLIN

By: _____

Its:_____

GREENWOOD CEMETERY ADVISORY BOARD



2020/2021 ANNUAL REPORT

August 12, 2021

Linda Buchanan, Chair
Linda Peterson, Vice Chair
Pam DeWeese
Laura Schreiner
George Stern
Margaret Suter
Joseph Vercellone

10E1

INTRODUCTION

The Greenwood Cemetery Advisory Board was established by the Birmingham City Commission on October 13, 2014. One of its duties is to submit a report to the Commission on an annual basis of the general activities, operation, and condition of the cemetery for the preceding 12-month period. The Greenwood Cemetery Advisory Board Annual Report includes a summary and update of the cemetery's status, related finances, and the GCAB's planned activities for the next fiscal year.

In alignment with the City's fiscal year, the current GCAB's report covers the period from July 1, 2020 through June 30, 2021.

GENERAL ACTIVITIES

Meetings

The Greenwood Cemetery Advisory Board is required to meet at least quarterly. During the report period, the board met three times in 2020 and six times in 2021. Board activities focused primarily on established project priorities for the period.

2020/2021 Accomplishments

- Continued progress on GIS map in regards to initial setup and data entry
- Completed an 18-month report to synchronize GCAB's annual reporting with the city's fiscal year; the report covered January 2019-June 2020.
- Approved Grave Releases:
 - December 21, 2020
 - Resolution # 12-284-20 - To authorize the 10 plots sold but not authorized in Sections B, e.g.: B, Row 9-A, Plots 7, 14, 19 and 20; B, Row 10-A, Plot 17; B, Row 11-A, Plots 19, 20, and 24; B, Row 13-A, Plot 1; and B, Row 15-C, Plot 6. AND to release 10 plots in Row 19-A for sale. AND to authorize the sale of one additional grave in Section B, Lot 12a, Space 17 or 18.
 - January 25, 2021
 - Resolution # 01-012-21 - To authorize the release of 14 plots available in Section C, Row 18-A for sale in Greenwood Cemetery. Furthermore the City Commission directs the Greenwood Cemetery Advisory Board to evaluate the grave site pricing and return with recommended changes prior to any further release.
 - April 26, 2021
 - Resolution # 04-128-21 - To release 38 graves in Section B, rows 17-C, 16-C, 15-C, and 14-A to be available for purchase in Greenwood Cemetery.
- Evaluated grave prices and recommended an increase
 - In February of 2021 the GCAB studied current grave prices and made a recommendation for the Commission which was discussed and passed on March 22, 2021.
 - Resolution # 03-098-21 - To increase the price of the plots in Greenwood Cemetery that accommodate one full burial or up to 3 cremains from \$3000 to \$4000 effective immediately upon passage by the Commission, and for the new rate to be applicable to all currently released graves and future grave releases.
- Updated the cemetery fee schedule
- Completed initial planning and proposed language updates to the Greenwood Cemetery Operational Procedures, Conditions, and Regulations
- Aligned expectations and considerations regarding planting and maintenance of trees in the cemetery
- Set goals for 2021-2022
- Renewed the Cemetery Service Provider Contract
- Confirmed location of unmarked burials (also known as Potter's Field) research and report completed by Museum Director Leslie Pielack
- Completed initial preparation and planning for a volunteer monument/marker inventory survey of Greenwood Cemetery

OPERATION

Sales and Financial Information

On December 1, 2019, Creative Collaborations, LLC became the provider for cemetery services, with the exception of grounds maintenance, which was provided by the City's Department of Public Services. On May 1, 2020, Creative Collaborations entered into a one-year renewable contract with the City to provide cemetery services on an ongoing basis. The contract was renewed again on April 26, 2021 for the 2021-2022 fiscal year. Grounds maintenance continues to be provided by DPS with ongoing communication and collaboration between the Creative Collaborations, DPS, and the City Clerk's office.

On January 14, 2019, the City Commission approved a payment plan policy for cemetery plots that requires full payment within 24 months. During the 2020-2021 fiscal year, one new payment plan has been initiated. The Clerk's Office and Treasurer's Office monitors active payment plans. Plots under a payment plan are considered sold for purposes of availability unless the plot becomes available again in the event of a purchaser default.

Grave Sales Detail, July 2020 - June 2021

	3Q – 2020 July, Aug, Sept				4Q – 2020 Oct, Nov, Dec				1Q – 2021 Jan, Feb, Mar				2Q = 2021 April, May, June			
Sec	B	C	B+C	Oth	B	C	B+C	Oth	B	C	B+C	Oth	B	C	B+C	Oth
# sold	3	-	3	-	5	-	5	2	2	9	11	-	-	1	1	-
Resident	1	-	-	-	2	-	2	-	1	1	2	-	-	-	-	-
Non-Res	2	-	-	-	3	-	3	2	1	8	9	-	-	1	1	-
Pmt Pln	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-
Total	3				7				11				1			

**On March 22, 2021 the City Commission approved the grave price increase for plots that can accommodate one full burial from \$3,000 to \$4,000 per plot.*

FY 20-21 Grand Totals	
Sales in B	10
Sales in C	10
Sales in Other	2
Resident Purchases	5
Non-Resident Purchases	17
Payment Plans Initiated	1
Total Graves Sold	22
Private Transfer of Ownership	7

**Plots in Sections B and C sold under a payment plan are included in the number of sales made for the quarter in which the payment plan was instituted. The remittance to the Perpetual Care Fund of payment for the plots is recorded in total in the quarter in which the final payment is made.*

Beginning December 1, 2019, Creative Collaborations, LLC, remits 100% of revenue to the City, which then makes payments to the contractors for services performed.

Burials and Inurnments, July 2020 - June 2021

Burials and inurnment activity during the period can be used to understand utilization of graves and assist in planning for future sales.

	1Q 20	2Q 20	3Q 21	4Q 21	TOTAL	Sec B	Sec C	B + C	Sec D	Sec K	Sec L	Sec O	Other
Burials	1	4	4	3	12	1	2	3	1	1	1	1	5
Inurnments	7	5	-	4	16	4	1	5	-	-	3	1	7
Total	8	9	4	7	28	5	3	8	1	1	4	2	12

Perpetual Care Fund

Revenues from grave sales are used to increase the Perpetual Care Fund for Greenwood Cemetery, with investment earnings remaining with the PCF. This has contributed to substantial growth of the fund. Often there is a delay from when the payment is posted for a plot in respect to the date of the sale.

Detail for July 2020 through June 2021:

2020 Q Ending September 30

Proceeds from cemetery plot sales	18,104.00
Investment income	<u>5,238.46</u>
Revenue for Perpetual Care Fund	23,342.46

2020 Q Ending December 31

Proceeds from cemetery plot sales	13,512.00
Investment income	6,270.68
Realized investment gains	<u>6,106.80</u>
Revenue for Perpetual Care Fund	25,889.48

2021 Q Ending March 31

Proceeds from cemetery plot sales	6,000.00
Investment income	<u>5,106.83</u>
Revenue for Perpetual Care Fund	11,106.83

2021 Q Ending June 30

Proceeds from cemetery plot sales	33,600.00
Investment income	<u>5,139.40</u>
Revenue for Perpetual Care Fund	38,739.40

Market gain (loss)	<u>181,241.44</u>
--------------------	-------------------

Increase (decrease) in fund balance	280,319.61
Beginning fund balance, July 1, 2020	<u>866,438.45</u>
Ending fund balance, June 30, 2021 (preliminary)	1,146,758.06

CONDITION

During the 2020-2021 fiscal year, the City's Department of Public Services has overseen cemetery landscape maintenance, which has included:

- Oversight of Lawn Mowing Contractor including weekly cuts and spring and fall cleanup
- Oversight of Forestry Contractor for Tree Maintenance as directed by DPS
- Maintenance of the Tree Inventory Program
- Lawn fertilization twice a year
- Burial topsoil and seeding: spring and fall
- As-needed general clean up: grave blankets, old flowers, fallen branches
- Trash removal: 2 to 3 times per week
- Maintenance of water system: start up, winterizing, and repair as needed
- Repair of turf as needed
- Removal of snow stakes
- Snow removal
- Raising and leveling of markers/monuments or approval of arrangements with vendor for same
- Building/fencing/road maintenance as needed

PLAN FOR 2020/2021

The Greenwood Cemetery Advisory Board has prioritized the following action items for 2021/2022:

CRITICAL GOALS

Short Term

- ***Review and update Greenwood Cemetery Operational Procedures, Conditions and Regulations***
 - Discussion and planning to review and update the Greenwood Cemetery Operational Procedures, Conditions, and Regulations began at the February 5, 2021 meeting. The board decided to update language and definitions for consistency and clarity; then strategically move through the document section by section to ensure that all of the current and future needs of the cemetery and persons using the cemetery are met and protected. GCAB plans to address one or two sections of the document at each GCAB meeting in the coming year until a fully revised document is ready for the City Commission to consider.
- ***Review the Cemetery Management Agreement***
 - Creative Collaborations, LLC. has been the contracted cemetery service provider since December 1, 2019. Since then the contract has been renewed in one-year increments on May 18, 2020 and again on April 26, 2021.
 - GCAB wishes to reevaluate the contract, to ensure that all Greenwood Cemetery needs are being met, along with the needs of the city and persons using the cemetery. GCAB is interested in going through the RFP process and assessing the current market for providers of these services to make sure that the City of Birmingham is able to retain the best cemetery service provider available.

Long Term

- ***Develop a long range plan for the cemetery***
 - Over the past year, the GCAB has had numerous discussions about the need to develop a more detailed long range strategic plan to address current and future needs in the cemetery. GCAB will start drafting and revising a plan in the 2021-2022 fiscal year.
- ***Confirm the baseline amount of known available plots in the cemetery***
 - Record reconciliation is an ongoing process in the Clerk's Office. While GCAB closely monitors sales activity in the cemetery, they also monitor interments and inurnments throughout the cemetery. Transfers of ownership, interments, and inurnments are the most common activities taking place in in the cemetery's sections other than B and C. This goal partners with the planned monument/marker inventory survey and the GIS mapping initiative to reconfirm how all space in Greenwood Cemetery is being used whether that be designated green space, sold space, or unsold space.
- ***Monitor the continued growth of the perpetual care fund***
 - The GCAB monitors the growth of the perpetual care fund and can propose strategies for increasing the funds growth in order for the fund to reach a point where the interest accrued can cover most or all of the general maintenance requirements of the cemetery.

- ***Monitor the demand for cemetery services***
 - GCAB members review cemetery data in regards to sales, internments and inurnments and consider trends in order to suggest ways Greenwood Cemetery may need to adapt in order to meet future demands.
- ***Continue historic preservation efforts***
 - The GCAB works collaboratively with the Museum Board and Friends of the Birmingham Museum (a.k.a, the Birmingham Historical society.) GCAB develops projects such as the monument/marker inventory survey, and the Friends of the Birmingham Museum regularly conducts tours in the cemetery to continue to educate and engage citizens while preserving history in the cemetery.

DESIRED GOALS

Short Term

- ***Replace pole & chain in section F***
 - The pole and chain in section F remains in place for the safety of cemetery users and to allow access as needed for cemetery operations. The current pole and chain functions as a safety measure, GCAB wishes to find an alternative safety barrier that meets the aesthetics of the cemetery. DPS and the cemetery contractor will provide input to make sure any proposed changes meet safety and operational requirements.
- ***Reevaluate the effectiveness and possible need for GPR in the cemetery***
 - GCAB wishes to reevaluate the potential benefits of GPR and take into consideration any change in cost of this type of survey as well as improvements in technology since the item was last reviewed.
- ***Evaluate fencing maintenance needs for Greenwood Cemetery***
 - GCAB wishes to examine the current state of the fencing and determine if any or all areas are due to be repainted.

Long Term

- ***Monument/marker inventory survey***
 - On June 4, 2021, GCAB began working towards a plan to conduct a survey on all the monuments and markers in the cemetery. This survey will help with determining inventory, current conditions, and historic preservation needs with the guidance of Museum Director Pielack and City Clerk Bingham. The GCAB wishes to conduct this survey with volunteers and the support of city staff in order to cross-reference general information and collect baseline condition data and photos that could potentially be linked with the GIS data project. Monuments or markers that may need maintenance may also be identified through this survey.
- ***GIS Mapping – Launching a digital map for public reference***
 - City Staff in the planning department with GIS expertise created a GIS map of the cemetery. Data points from DPS on tree locations within the cemetery were added as a layer to the map in the spring of 2021. This goal ties in with the monument/marker inventory survey and confirming the baseline information of known available plots in the cemetery. Ongoing efforts are being made as time allows, the Clerk's Office provides progress updates to GCAB as needed.
- ***Determine Capital Outlay Projects***
 - GCAB may discuss and study the potential benefits of a capital outlay project. The GCAB will provide a recommendation and report to the City Commission if a capital outlay project is identified.

SUMMARY AND RECOMMENDATIONS

Grave sale activity primarily occurs in sections B and C and is closely monitored by the City Clerk's office.

The City Commission releases graves upon recommendation from staff and the Greenwood Cemetery Advisory Board.

On December 21, 2020, the City Commission approved the release of remaining graves in section C, row 19-A. There are 24 graves mapped out in this row. As of July 1, 2021, 14 graves are owned, 5 graves are unowned but obstructed, and there are 5 graves ready for purchase and use at this time.

On January 25, 2021, the City Commission approved the release of remaining graves in section C, row 18-A. There are 24 graves mapped out in this row. As of July 1, 2021, 22 graves are owned, 2 graves are unowned but obstructed and not able to be used at this time.

On April 25, 2021, the City Commission approved the release of remaining graves in section B, rows; 17-C, 16-C, 15-C, and 14-A. There are 24 graves mapped out in each row. As of July 1, 2021, there are 29 graves available for purchase and use, 9 graves are unowned and obstructed, 57 of these graves are owned.

	Section C (released) Rows: 18-A, 19-A, 20-A	Section B (released) Rows: 14-A, 15-C, 16-C, 17-C	Section B (reserved) Rows: A-1 through A-13
Obstructed	31	9	*Currently being reviewed
Owned	36	58	187
Available	5	29	*125

The GCAB, Clerks Office, DPS, Museum, and contracted cemetery service provider continue to work collaboratively to preserve the historic charm and ambiance of Greenwood Cemetery while ensuring the highest standards of maintenance and service are being provided. The GCAB will continue to monitor data as provided by the City Clerk, work on their goals as laid out in this document, and make recommendations for future grave releases and/or improvements for the preservation and operation of the Historic Greenwood Cemetery.

DATE: August 19, 2021

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Interim Report on Preliminary Infrastructure Ratings

INTRODUCTION:

This memorandum serves as the interim report to present the initial findings from the infrastructure ratings for the public water distribution system, City sewer system, and City road surface conditions on both “improved” and “unimproved” streets. The attached maps show the “block” ratings for each of the public infrastructure components. These ratings would be compiled together to assist in setting priorities for future capital improvement planning efforts. Note that the prioritization effort is ongoing, and the ratings presented with this report are to be considered preliminary and subject to change, as conditions are looked at more closely and overall priorities are being developed.

BACKGROUND:

Maps are attached to this report that show the “block” ratings for the water distribution system, sewer system and road network. A “block” is defined as a street segment, from one street intersection to another. For the water and sewer system, each “block” usually contains multiple segments of the utility system. Generally, the “block” rating represents the highest scoring individual segment on the “block”. For example; on a typical street “block” that contains 3 sewer segments (defined as the pipes between the manhole structures, and assuming one at each of the intersections, and two intermediate locations along the street), each of the sewer segments is individually rated, and the highest scoring segment is assigned to be the value for that “block” for the sewer system rating.

Condition ratings for most of the sewer system were updated in 2019 as part of the SAW Grant effort, the water distribution system in 2020 as part of the Water Asset Management Plan, and road surfaces in 2021. The past practice of combining the ratings for each of these three components to develop priorities that guide the development of the 5-year Capital Improvement Plan will continue, and the new ratings take into account current conditions and recent improvements that have been completed.

The condition ratings for the individual segments of the water distribution system and sewer system are based on a number of factors. For water mains, major factors include age, pipe material, number of breaks over time (indicator of structural condition), if undersized with respect to current standard minimum 8” diameter, presence of known or suspected lead water services (new requirement from the State of Michigan), and ability to provide required fire flows from hydrants connected to that segment. For sewer mains, major factors include age, structural conditions (cracks, holes, fractures), operation & maintenance conditions (roots, mineral deposits, dips/sags), and pipe capacity with

respect to the 10-year design storm. Road surface conditions are based on visual inspection and use of a standardized rating system called PASER (Pavement Surface Evaluation and Rating), which is used throughout Michigan by municipalities, counties and the State highway department. PASER rating systems have been developed for asphalt, concrete and seal-coated gravel (called “unimproved” in Birmingham) types of pavement surfaces, and take into account the type of distress or deterioration, and the amount of distress or deterioration.

The purpose of issuing this interim report is to provide information related to the current ratings that will be important when having future discussion about capital improvement planning. The next opportunity to discuss these infrastructure ratings, and how they factor into prioritization for capital planning will be at the next Commission Workshop on September 13, 2021, when this will be a topic as it applies to “unimproved” roads. Later in the year, a separate report will be prepared related to overall infrastructure prioritization and planning.

LEGAL REVIEW:

Legal review not applicable at this time.

FISCAL IMPACT:

Fiscal impact not applicable at this time.

PUBLIC COMMUNICATIONS:

Discussion of updating the infrastructure priorities was publically discussed at the Long Range Planning Meeting in January 2021, and again at the Unimproved Road Workshop held on April 12, 2021.

SUMMARY

Preliminary maps are attached for informational purposes showing the current infrastructure ratings for the water distribution system, sewer system, and road networks. These ratings would be compiled together to assist in setting priorities for future capital improvement planning efforts. Note that the prioritization effort is ongoing, and the ratings presented with this report are to be considered preliminary and subject to change, as conditions are looked at more closely and overall priorities are being developed.

ATTACHMENTS:

The following attachments accompany this report:

- Map of Block Ratings for Water Distribution System
- Map of Block Ratings for Sewer System
- 2021 PASER Ratings for Road Surface Conditions

SUGGESTED COMMISSION ACTION:

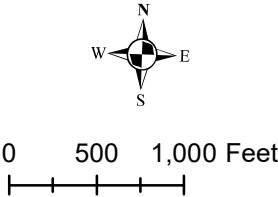
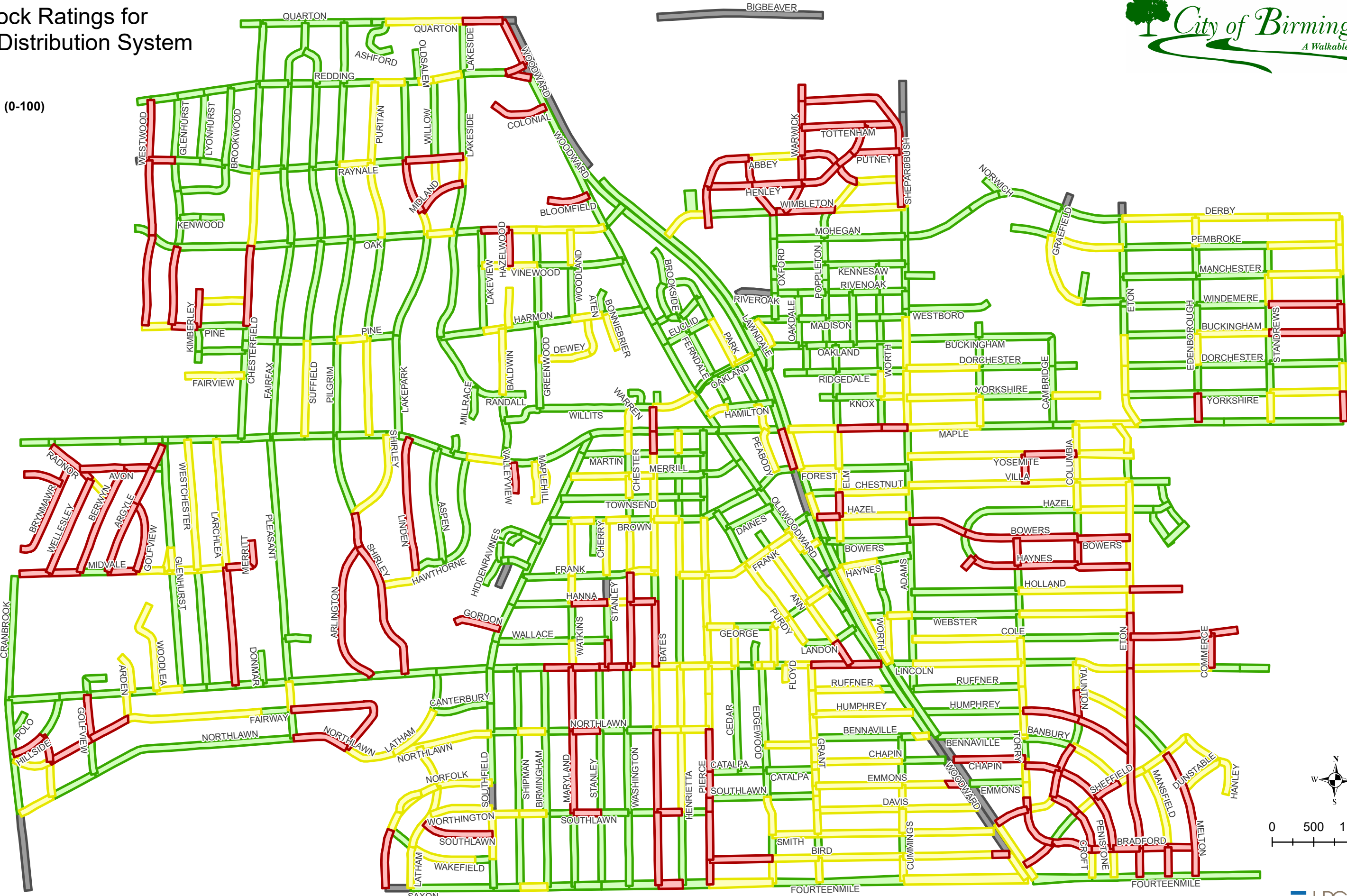
No action suggested at this time – report provided for informational purposes.

PRELIMINARY
Block Ratings for
Water Distribution System



City Blocks
Water Points (0-100)

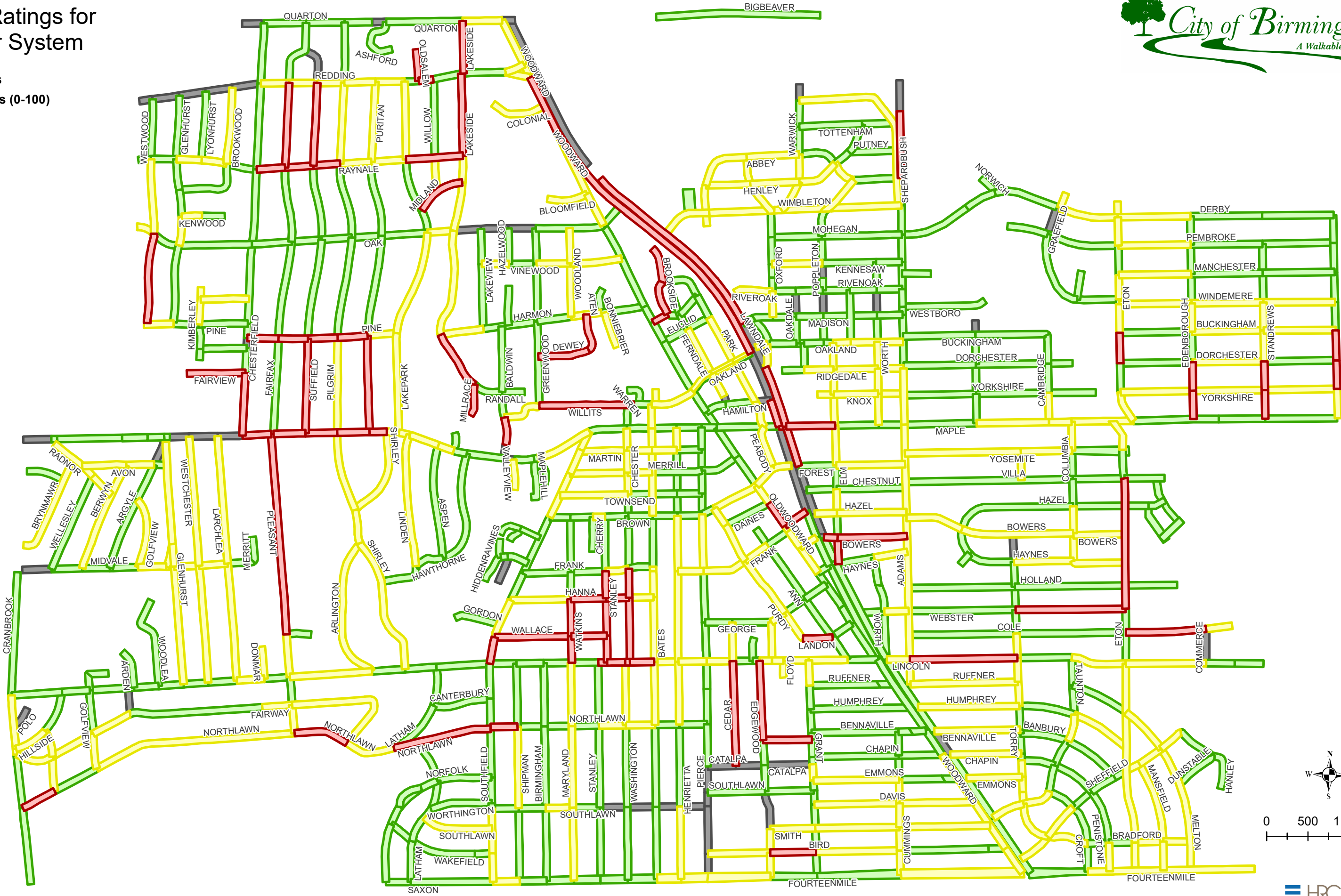
- > 75
- 50 - 75
- < 50
- None



PRELIMINARY
Block Ratings for
Sewer System

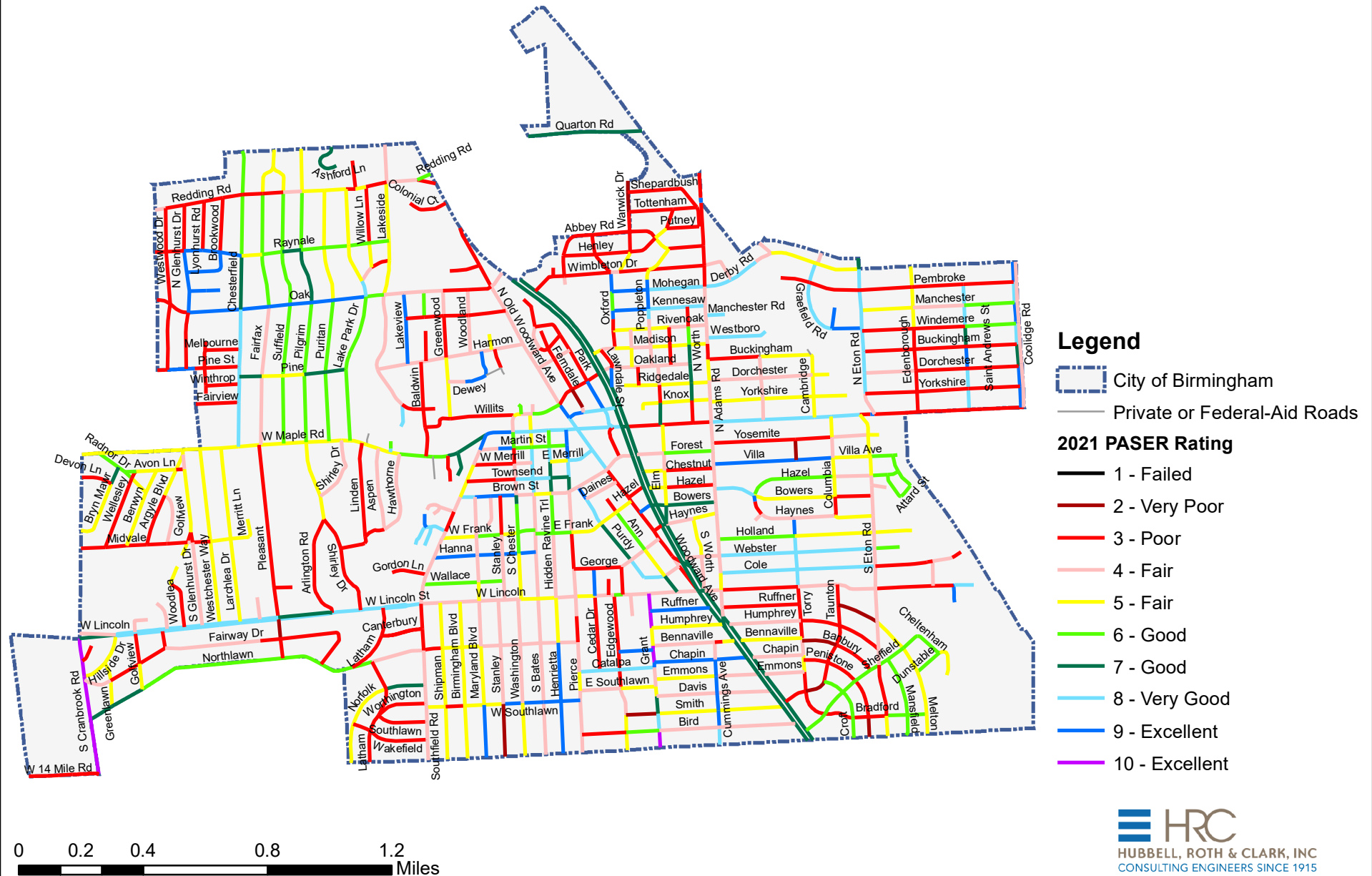
City Blocks
Sewer Points (0-100)

- > 45
- 30 - 45
- < 30
- None



0 500 1,000 Feet

City of Birmingham 2021 PASER Rating





CITY MANAGER'S REPORT

August 2021

Baldwin Public Library

At a special meeting on August 9, the Library Board interviewed the three architectural firms that submitted bids to design the front entrance and circulation area of the Library. The Library Board selected Merritt Cieslak Designs as the winning bidder at their regular Board meeting on August 16. The Children's Garden on the north side of the building will be expanded later this fall to include more outdoor programming space. This project is being funded by a donation from the Jane M. Van Dragt Trust. Starting at the beginning of September, the second floor will be carpeted and refurbished, also using a donation from the Jane M. Van Dragt Trust.

The Birmingham Museum

When school starts this fall, students going to Seaholm High School's College and Career Center will be met with captioned wall-sized graphics drawn from the Birmingham Museum's collection of historic Seaholm images. The project not only helped the school realize its vision, but also creates a permanent exhibit that provides historic context to help students connect to the past while they plan their future.

Birmingham Shopping District

Welcome, Sushi Japan

The Birmingham Shopping District is pleased to welcome Sushi Japan as the newest downtown business, located at 176 South Old Woodward.

Birmingham Movie Night

In accordance with the spirit of the Dream Cruise season, Birmingham Movie Night featured the movie *Cars* on Friday, August 13th in Booth Park. The event was well-attended, attracting the largest number of guests of the entire 2021 Movie Night series.

Birmingham Cruise Event

The Birmingham Cruise event will occur on Saturday, August 21st, from 9:00 a.m. to 5:00 p.m. on South Old Woodward between Bowers and Landon Streets. The BSD plans to take every potential measure of precaution concerning safeguarding public health amid the rise in Covid-19 Delta variant cases. BSD staff will wear masks at the event. The general public will be urged to wear masks and socially distance as much as possible. Further, signs will be placed throughout the event footprint, encouraging the

use of masks to protect public health. A total of seventy-four cars will be featured in the car show, which were selected by lottery in order to fairly accommodate the demand for participation due to the reduced footprint this year.

Promotional Videos

The BSD has hired SEEN Media to produce promotional videos of downtown Birmingham. The videos will feature downtown businesses, merchandise found in retail stores, and promote the overall experience of downtown Birmingham to audiences across multiple media platforms. This is part of a greater comprehensive strategy to market the downtown district as a regional shopping and dining destination.

Building Department

Monthly Report

The [Building Department's monthly report](#) provides an update on the following construction activity: building permits issued, building inspections conducted, trades permits issued and trades inspections conducted.

Enforcing Vegetation Overhanging Sidewalks

The Building Department has implemented a new program for proactively enforcing vegetation overhanging City sidewalks. This was due to an increased number of complaints regarding these violations to our City Code. Our inspectors and Code Assistance Officers are working in conjunction with the DPS and Engineering staff to keep an eye out for overgrown vegetation during inspections and throughout their daily routine. Our software has been updated concerning this complaint tracking to make reporting these violations easier. We have made the identification and abatement of these violations proactive rather than reactive with all field staff on the lookout.

Welcome, Suzanne Pedigro

The Building Department would like to welcome Suzanne Pedigro! She comes to us from McKenna and Associates and brings 31 years of experience from West Bloomfield Township where she was the Building Department Permit Coordinator.

Online Permit Applications

In July we processed 411 online permit applications, bringing our total to 2,399 online permits for 2021.

City Clerk's Office

Elections

Important Dates for the November 2, 2021 Election

- Week of Aug. 23 – Applications for absentee ballots mailed to voters on the permanent absent voter list
- End of September – Absentee ballots will start to be mailed to requesting voters

- Oct. 18 – Last day to register to vote by mail or at mi.gov/vote
- Oct. 19 – Nov. 2 – Unregistered voters must schedule an appointment to register in person with the clerk's office.
- Oct. 29 by 5:00 pm – Last day to request an absentee ballot by mail or at mi.gov/vote
- Nov. 1 at 4:00 pm – Deadline for obtaining an absentee ballot in person at the clerk's office
- Nov. 2 – Election day. Polls are open 7:00 am – 8:00 pm
- Nov. 2 by 8:00 pm – Deadline for all absentee ballots to be received and processed at the clerk's office. Any absentee ballots received after 8:00 pm on Election Day will not be counted.

For more updates and information on the November 2, 2021 election visit bhamgov.org/voting.

Additional considerations:

Are you registered to vote in Birmingham? If you're not certain, need to register or change your address, visit mi.gov/vote. This website is a great tool for these tasks and more, including finding the location of your polling place and tracking your absentee ballot mailing and received dates.

If you wish to vote absentee, you must complete an application for an absentee ballot. If your name is on Michigan's permanent absent voter list, this application was mailed to your address on file in late August. If you didn't receive an application, the fastest way to get one is via MI.gov/vote. On the left sidebar, select "Absentee voting." Next, under absentee voter ballot applications, click on the first bullet labeled "Apply Online." This takes you to the online application; please complete it and click submit.

Does the clerk's office have your current address, phone number and email? We need a method to contact you with questions about your absentee ballot or application, or if you forget to sign. If you will not be at your residential address in October and are voting absentee, please inform the clerk's office of your temporary address to ensure you receive your absentee ballot. By law, official election mail cannot be forwarded by the post office.

Birmingham's ballot drop boxes are a secure 24-hour option for returning ballots, and – keeping in mind the deadlines above – voter registrations and absentee ballot applications. Drive-up and walk-up ballot boxes are located behind city hall.

Interested in becoming an election inspector? Please contact the clerk's office at 248-530-1880. A downloadable inspector application and additional details are available at www.bhamgov.org/electioninspectors.

Greenwood Cemetery

Future Agenda Topics for Greenwood Cemetery Advisory Board (GCAB)

September 3 - Meeting in-person at City Hall

- 2022 GCAB Meeting Schedule
- Continued discussion on updating the rules and regulations for Greenwood Cemetery
- Continued discussion on a policy for installing monuments in recognition of a person of historical significance
- Update on the gravestone survey and inventory project

October 1 - Meeting in-person at City Hall

Topics to be determined

Upcoming Board Appointments

As terms expire, notice will be given for existing members to reapply or for new applicants to apply to the following boards in September and October:

- Board of Zoning Appeals
- Planning Board Alternates
- Multi-Modal Transportation Board
- Birmingham Shopping District

Board Vacancies

The following boards have open positions that were noticed and have not yet been filled:

- Advisory Parking Committee
- Alternate Hearing Officer
- Martha Baldwin Park Board
- Storm Water Utility Appeals Board
- Triangle District Corridor Improvement Authority

For more information visit bhamgov.org/boardopportunities.

City Manager's Office

Communications

Monthly Manager Reports

To increase awareness about this report and further educate the community about city happenings, monthly manager reports will now be included in the Around Town e-Newsletter in addition to their current placement at www.bhamgov.org/citymanager.

Citizen Request App

The IT and Communications teams are researching citizen request apps to supplement the website submission form. It is our hope that offering an app in addition to the website form will make it easier than ever for residents to submit comments and/or concerns to the city.

Printing Company

The city's long-time printing company, Dearborn Lithograph, has closed. We will issue a Request for Proposal for printing services this fall.

New Projects on Engage Birmingham Coming Soon

More than 300 people completed a survey about year-round outdoor dining on [Engage Birmingham](#). In the coming weeks, residents will have an opportunity to share feedback with new projects about Food Trucks, the South Eton Street bikeway design, a "Name the Street Sweeper" contest and more.

Human Resources

Congratulations to Jana Ecker and Melissa Fairbairn

We are pleased to announce that Jana Ecker has been promoted to Assistant City Manager, and Melissa Fairbairn will be taking on advanced responsibilities in her role of Assistant to the City Manager. Their unique skill sets and wealth of knowledge make them excellent candidates for these positions. The City Manager is hopeful and excited that this mentorship and succession based office structure will foster leadership that generates consistency and stability for years to come.

Miscellaneous

Request for Qualifications for Legal Services

Eight firms submitted proposals for legal services and were included in the initial round of interviews during the week of August 16. The City Manager will conduct a second round of interviews with the top firms later this month. The City Manager will share videos with the City Commission of interviews with law firms that reach the second round, and invite the Commissioners to share their views with the manager. Following the interview process, the City Manager's appointment will go before the City Commission for confirmation in September.

Americans with Disabilities Act Obligations for Outdoor Dining Areas

City Manager Tom Markus received a letter from the United States Attorney's Office which reminds municipalities and restaurants that the Americans with Disabilities Act (ADA) applies to all restaurant dining spaces, including outdoor dining areas. The letter addresses accessibility requirements for ADA compatibility, and states these requirements are to be considered and discussed when restaurants seek to create or expand an outdoor dining area. The letter has been shared with Birmingham restaurants and is [available for download here](#).

MDOT Intelligent Transportation System (ITS) Proposal for Woodward

The Michigan Department of Transportation (MDOT) held a meeting on Tuesday, July 20, 2021 to discuss the M-1 Intelligent Transportation System (ITS) project with Birmingham and other local communities. Download the [meeting minutes here](#).

The following correspondence serves as a brief update on the continuing concerns with the MDOT ITS proposal for Woodward. Follow [this link to view a letter to MDOT](#) from

Bloomfield Township Supervisor, Dani Walsh, and [MDOT's response correspondence here](#).

Department of Public Services

2021 DTE Energy Foundation Grant Award

Birmingham received a \$4,000 grant to help supplement our tree planting program! This annual grant program is sponsored by DTE Energy Foundation and administered by Michigan's Department of Natural Resources and ReLeaf Michigan, a nonprofit organization. Birmingham's urban forest, consisting of trees along street right-of-ways, public parks and golf courses, is estimated to provide more than \$20 million worth of benefits to our community, and grants like this help us maintain our trees and replace the trees lost throughout the year.

Tree Manual and Standards of Practice

Birmingham is thankful for the grant funding they received from the Michigan Department of Natural Resources in cooperation with the U.S. Department of Agriculture Forest Service through its Urban and Community Forestry Program, the goal of which is to preserve, protect, expand, and improve Michigan's urban and community forestry resources.

In 2020, Birmingham received a grant from the Michigan Department of Natural Resources and worked with Davey Resource Group, Inc., "DRG", to develop this Tree Manual and Standards of Practice. The purpose of this tree manual is to provide information to the public and City staff that clarifies specific technical regulations, standards, and specifications necessary to implement the City ordinances related to trees. It also provides information about industry best practices and how they apply to Birmingham's urban forest, so the community can achieve its management and preservation goals. Specifically, this manual addresses the following goals: • Align City tree maintenance guidelines with community goals and priorities. • Provide the City with valuable tools to help enforce City tree policies. • Establish clear guidance in the requirements, practices, and enforcement of tree maintenance. • Promote the valuable role trees play in your community. • Ensure compliance with current industry-accepted best practices and standards. To write this Public Tree Manual and Standards of Practice, DRG reviewed pertinent documents, conducted interviews with City staff and the Contracted Arborist, and collected information about industry best practices and solutions to municipal forestry problems.

We would like to thank and recognize the City Manager, all City Departments and Boards involved with the development of this new tool for the City of Birmingham. It will soon be available on the Forestry & Environment City webpage.

Adams Park Concept Plan Update

Currently, the concept plan is under review by Roeper School after recent modifications were made with the input and review from the Neighborhood Associations related to this park location. Afterwards the revised concept plan is going to be launched on Engage Birmingham for Citywide public input. Watch for further updates. We expect an updated cost estimate in the near future from Michael J. Dul & Associates.

Ice Arena Project Schedule Status for August and September

AUGUST

- August Parks & Recreation Board meeting update
- Main ice arena concrete pour
- Locker room concrete pours
- Install underground plumbing
- Addition block wall install
- Addition brick veneer install
- Install addition roofing
- Install addition brick veneer
- Finish interior painting
- Elect./Plumbing/HVAC/Fire Suppression installations
- Ceramic tile showers
- Acoustical tile ceiling grid and pads
- Refrigeration equipment installations

SEPTEMBER

- September Parks & Recreation Board Meeting update
- Bench installations
- Elect./Mechanical/Plumbing installations
- Aluminum storefront glass installations
- Bleacher installation
- Dehumidification unit installation
- Rubber flooring installations
- Team locker room installations
- AV/PA/Tech/Security installations
- Dasher board installation
- Ice installation – Main and Studio Rinks
- Commissioning
- Final inspections

Engineering Department

Sewer System Investigation

Efforts are continuing from Engineering and DPS to investigate recent flooding reports, including checking "dry weather" sewer flows at manholes on segments that experienced multiple reports of basement flooding. The Sewer Rehabilitation Program has been advertised for bidding, with a scheduled bid opening date of 9/2. The Sewer Rehabilitation Program includes inspecting the City sewers in areas with reported basement flooding, and has provisions for the contractor to complete limited repairs, such as removal of roots, mineral

deposits and protruding taps, that will improve the flow capability of these sewers. We are planning to bring the contract to the City Commission on 9/13 for award, and the contractor's work would be expected to start mid-October. In the meantime, we encourage all homeowners, especially those that appeared to be isolated cases on their blocks, to hire a plumber to check their private sewer lines for roots, deposits or other potential blockages that could affect performance of the system during rain events. The City received the [attached letter](#) from the Department of Environment, Great Lakes and Energy (EGLE) regarding Southeast Michigan Flooding.

Finance Department

The audit contract with Plante & Moran, PLLC will expire with the audit of the City's June 30, 2021 fiscal year end. The City plans to post an RFP for these services in late August or early September with responses due in September and an agreement presented to the City Commission in October for approval.

Fire Department

The City recently installed a mini weather station on the roof of Birmingham Fire Station 1 (Adams). The KestrelMet weather station monitors wind, temperature, and rainfall. This device has its own cellular device and updates an app every 15 minutes with the data collected. This data will allow the City to monitor damaging winds and rain so that we can alert the residents and track severe weather events. Residents can access the Ambient Weather app at <https://apps.apple.com/us/app/ambient-weather/id1426025887>. An additional weather station will be installed at Station 2 (Chesterfield) in the near future.



Police Department

2021 Parking Structure Repair Projects

Based on the Structural Assessment Reports provided by Wiss, Janney, Eltner Associates, Inc (WJE), which included repair recommendations, an RFP for structural repairs for the N. Old Woodward structure was issued on August 5, 2021. A mandatory pre-bid meeting was held on August 12, 2021 which was attended by eight different contractors. Bids are due on August 20, 2021 and a bid award will go before the City Commission at the next meeting.

An RFP is currently being prepared for preventative maintenance work at the Park, Peabody and Chester structures. The police department anticipates that this RFP will be posted the week of August 23rd. The work contained in this RFP is anticipated to be completed this construction season.

Special Investigations Unit (SIU) Arrest Larceny from Auto Suspect

On 7/7/21, the police department took a Larceny From Auto report in the 1300 block of Birmingham Blvd. The victim left his vehicle unlocked and his wallet was stolen. The victim's credit card was used at a CVS in Southfield. Detectives put out an intelligence bulletin with the suspect's picture from the CVS store surveillance footage. The suspect was identified by Southfield PD. The suspect was then placed under surveillance by the department's Special Investigations Unit (SIU). The very first night under surveillance, the suspect and another accomplice were observed breaking into over a dozen vehicles in Rochester Hills. The suspect(s) were arrested by the SIU. The case was presented to the Oakland County Prosecutor's Office who issued three felony warrants on the Birmingham case. The arrest(s) solved numerous larceny cases in Oakland County.

Ms. Hillary Nusbaum Named Mental Health Co-Response Program Clinician

The Oakland County Health Network (OCHN) clinician who will be serving on the department's new CoRe (Mental Health Co-Response Program) program is Ms. Hillary Nusbaum. Chief Clemence will introduce Ms. Nusbaum at a later commission meeting once her onboarding process has been completed.

Article about Dispatcher Terez Willis

Hometownlife.com recently published an article about dispatcher Terez Willis, who is preparing to retire after 31 years with the city. Read the [article here](#).

Future Agenda Items

Download a summary of [future agenda items](#).

Future Workshop Items

Download a summary of [future workshop items](#).



August 19, 2021

Mr. Ray Klucens
ITS Project Manager, MDOT
Metro Region/DOSC/SEMTOC
1060 West Fort Street
Detroit, MI 48226

Re: Proposed Intelligent Transportation System Project on Woodward Avenue

Thank you for conducting a presentation via teleconference with representatives from several of the municipalities along the Woodward Corridor on July 20, 2021 regarding the proposed Intelligent Transportation System ("ITS") project as described in the Woodward ITS Deployment Preliminary Design Report ("Design Report") dated March 2021.

While I am pleased that MDOT has begun the process of coordinating with local stakeholders, please accept this letter as further documentation of the City of Birmingham's continued objection to MDOT's proposed ITS project. As I stated in my previous letter to you, although representatives from MDOT have indicated that the ITS project has been in the planning stages since 2015, the email received by the City on June 8, 2021 was the first formal notification of the ITS project that the City was given. The presentation conducted on July 20, 2021 was simply a reiteration of the planned installations listed in the Design Report. No evidence of need for the proposed infrastructure was documented, and no attempt was made to obtain support from the local stakeholders, nor to have them review alternative options, the aesthetic compatibility of the equipment or selected locations, and the meeting was not open to the general public.

In addition, MDOT representatives provided a conflicting message by using language such as "we are putting in" ITS equipment, while at the same time stating that the ITS project is not "definite" and will not proceed without the support of local communities along the corridor. However, it is clear that the ITS project is already in motion, without the support of the local communities. It came to our attention after the July meeting that ITS interstate-scale equipment appears to have already been in Pontiac on the Woodward Corridor, a non-freeway thoroughfare that connects local communities, and is part of the local street network that connects and dissects numerous historic downtowns from Detroit to Pontiac. A review of the ITS equipment already installed in Pontiac confirms my opinion that the proposed equipment was designed for use on freeways, and is completely out of character and scale for use on the historic Woodward Corridor. The ITS project equipment installed in Pontiac is neither consistent with, nor compatible with the numerous cultural, historic, natural, scenic or recreational assets located along the entire Woodward Corridor as recognized at local, state and national levels.

Birmingham and many other Woodward corridor communities have spent the last several decades working to enhance the aesthetics of the corridor through the use of pedestrian scale building placement and design, reduced sign clutter, landscaping, multi-modal amenities and other measures to create a human-scale, safe and comfortable corridor for all of our residents, of all ability levels, using all modes of transportation. We would very much appreciate MDOT's assistance in supporting our desire for a pedestrian-scaled corridor that is safe and comfortable for all users by encouraging investment in non-vehicular components of the transportation infrastructure along Woodward, such as pedestrian crossing improvements, the provision of a continuous and safe sidewalk network or bicycle infrastructure.

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Once again, I would ask that MDOT conduct public hearings before the Birmingham City Commission and throughout the corridor to discuss the purported need of the proposed ITS project, to obtain public input on the proposed scope of the project, the compatibility of the proposed ITS equipment, and the prioritization of other needed non-vehicular improvements along the Woodward Corridor.

Yours truly,

A handwritten signature in black ink, appearing to read "Thomas M. Markus", with a long horizontal flourish extending to the right.

Thomas Markus
City Manager

Cc: Ms. Gretchen Whitmer, Governor
Ms. Mari Manoogian, State Representative, 40th House District
Ms. Mallory McMorrow, State Senator, District 13
Mr. Chuck Moss, Oakland County Commissioner
Birmingham City Commission
MDOT: Mr. Paul Ajegba, Director, Lori Swanson, Deniada Nikollari, Aaron Raymond, Jenean Robbins
RCOC: Dennis Kolar, Gary Piotrowicz
Bloomfield Hills: Dave Hendrickson
Bloomfield Township: Dani Walsh
HRC: Karyn Stickel



August 6, 2021

Ms. Cherilynn Mynsberge, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

RE: Programming Advisory

Dear Ms. Mynsberge:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As part of that ongoing commitment to keep you informed, we wanted to update you on the following:

- Beginning August 19, 2021, Great American Country (GAC) will move from Digital Preferred to Digital Starter/Extra, making it available to more customers at no additional cost.

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

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21086**

- Consumers Energy Company requests Michigan Public Service Commission's approval of revisions to its natural gas curtailment tariff provisions.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: **Monday, August 23, 2021 at 10:00 AM**

BEFORE: **Administrative Law Judge Sharon Feldman**

LOCATION: **Video/Teleconferencing**

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) May 13, 2021, application requesting the Commission to approve proposed changes to its tariffs governing its natural gas curtailment procedures including the following: 1) to allow for Operational Flow Orders (OFO) outside the context of a potential or actual curtailment situation within the meaning of the curtailment tariff; 2) to add additional flexibility for Consumers Energy in carrying out its pre-curtailment activities during emergency situations by expressly permitting Consumers Energy to forgo one or more of the pre-curtailment activities when Consumers Energy determines that it will not prevent the need to implement or continue curtailment of gas service to one or more customers; 3) to expand the notice requirement to inform the Commission and affected parties whenever Consumers Energy undertakes any of the pre-curtailment activities under the tariff; 4) a simplified and more current method of determining the "base period" gas consumption of Consumers Energy's commercial and industrial customers, which is then used to determine which priority level each customer belongs in for purposes of curtailment; 5) two modifications as proposed to the five curtailment priority levels defined in the existing tariff; 6) the adding of a new provision that gives it up to six months after a curtailment event to assess adjustments to customer bills related to the event; and 7) several minor updates made necessary by the passage of time and other minor revisions meant to provide improved clarity and certainty on the correct application of the tariff or to provide additional flexibility for applying certain

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provisions requiring information about customer circumstances where that information may not be available. The approval of the proposed relief requested by Consumers Energy will not increase rates or charges for any customer.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 16, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21086**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.

**CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012**

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE
OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21010**

- DTE Electric Company requests Michigan Public Service Commission's approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2020.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, 570 SB, Detroit, MI 48226, (800) 477-4747 for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company.
- A pre-hearing will be held:

DATE/TIME: Wednesday, September 15, 2021 at 10:00 AM

BEFORE: Administrative Law Judge Sally Wallace

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) June 30, 2021 application requesting the Commission to: 1) determine that DTE Electric's 2020 Renewable Cost Reconciliation and DTE Electric's 2008 PA 295 revenues collected and costs incurred in 2020 are reasonable and prudent and meet all relevant requirements under 2008 PA 295, as amended; 2) reconcile the pertinent revenues recorded and the allowance for the nonvolumetric Revenue Recovery Mechanism with the amounts actually expensed and projected according to DTE Electric's proposed Amended Renewable Energy Plan, including: (a) determining that DTE Electric is in compliance with the Renewable Energy Standards of 2008 PA 295, (b) ensuring that the retail rate impacts under DTE Electric's Renewable Cost Reconciliation Revenue Recovery Mechanism do not exceed the maximum retail rate impacts specified under Section 45 of 2008 PA 295 (MCL 460.1045); (c) ensuring that DTE Electric's Revenue Recovery Mechanism is projected to maintain a minimum balance of accumulated reserve so that a regulatory asset does not accrue; (d) maintaining DTE Electric's existing Revenue Recovery Mechanism and approved surcharge amounts to ensure DTE Electric's recovery of its Incremental Cost of Compliance with the Renewable Energy Standards; (e) approve the prices per MWh for renewable energy capacity and advanced cleaner energy capacity and for renewable energy and advanced cleaner

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energy to be recovered through DTE Electric's PSCR clause under MCL 460.6j; (f) determine that it is not necessary or appropriate at this time to adjust DTE Electric's minimum balance of accumulated reserve funds; (g) where DTE Electric has recorded a regulatory liability in any given month, approve DTE Electric's proposed treatment of interest on the regulatory liability balance; 3) determine that DTE Electric's actions with respect to its Amended Renewable Energy Plan were and are reasonable and prudent; and determine that DTE Electric's proposed Renewable Energy Plan surcharges are just, reasonable and should continue; 4) approval DTE Electric to maintain its existing rates and charges in the manner proposed; 5) grant DTE Electric regulatory authority and approvals as described and requested, including but not limited to approval of the DTE Electric's request that 14,222 Energy Credits be transferred at zero cost from its inventory of Energy Credits to, and used for compliance with its Amended Renewable Energy Plan, in accordance with DTE Electric's Amended Renewable Energy Plan, MCL 460.1028(5) (former Section MCL 460.1027), and the Commission's Order in Case No. U-16357; and 6) Grant DTE Electric further additional relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 8, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Andrea E. Hayden, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21010**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20542**

- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its gas cost recovery plan (Case No. U-20541) for the 12 months ended March 31, 2021.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: **Tuesday, August 31, 2021 at 9:00 AM**

BEFORE: **Administrative Law Judge Kandra Robbins**

LOCATION: **Video/Teleconferencing**

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscdockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) June 30, 2021 application requesting the Commission to: 1) approve the reconciliation of its Gas Cost Recovery (GCR) costs and revenues reconciliation for the 12-month period April 2020 through March 2021 as proposed by Consumers Energy; 2) approve Consumers Energy's net \$2,040,502 over recovery, inclusive of interest, 3) approve Consumers Energy's proposed methodology for rolling in the net over-recovery; and 4) grant Consumers Energy such other and further relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscdockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscdockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscdockets@michigan.gov.

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Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 24, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20542**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER OR GREATER AMOUNTS THAN THOSE REQUESTED.]