BIRMINGHAM CITY COMMISSION AGENDA
APRIL 25, 2022
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, 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

- Per the CDC, COVID-19 Community Level for Oakland County is currently Low. The City continues to recommend the public wear masks while attending city meetings. These precautions are recommended while risks for COVID-19 transmission remain from new variants. All City employees, commissioners and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. The City continues to provide KN-95 respirators for all in-person meeting attendees.
- As a reminder the community is encouraged to submit non-emergency concerns or questions to the city via the new GovAlert mobile app. The free app is fast and user-friendly. Simply download the app, available for both iOS and Android devices, and follow the prompts. A short video that explains how to use the app is available at www.bhamgov.org/govalert.
- DPS Open House is on Saturday, May 14 10 am – 2 pm. Location is at 851 S. Eton Public Services Facility. Come join us for a day of family fun, meet City staff, view equipment displays, find informational and educational exhibits. Enjoy hot dogs and refreshments!
- Join us for the 2022 Celebrate Birmingham Parade and Party in Shain Park on Sunday, May 15. The Parade will begin at 1pm on N. Old Woodward near Booth Park and end in Shain Park with a celebration featuring entertainment and family activities. Celebration in Shain Park ends at 4 pm.
- Arbor Day Proclamation
- Mental Health Proclamation

APPOINTMENTS

A. Housing Board of Appeals
   1. Robert Taylor Jr
   2. Wadette Bradford

To appoint _____ as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2025.

To appoint _____ as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2025.

B. Board of Zoning Appeals
1. Luke Joseph
2. Carl Kona

To appoint _____ as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 17, 2023.

To appoint _____ as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 17, 2023.

C. Museum Board
1. Kristy Barrett

To appoint_____ as a regular member to the Museum Board to serve the remainder of a three-year term to expire July 5, 2023.

D. Advisory Parking Committee
1. Kelly Cobb

To appoint_____ as a regular member to the Advisory Parking Committee to serve the remainder of a three-year term to expire September 4, 2024.

To appoint_____ as a regular member who is a restaurant owner to the Advisory Parking Committee 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 workshop meeting minutes of April 11, 2022.

B. Resolution to approve the City Commission meeting minutes of April 11, 2022.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 13, 2022, in the amount of $333,312.11.

D. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 20, 2022, in the amount of $1,029,778.67.

E. Resolution directing the City Treasurer, in accordance with the provisions in the City Code, to transfer the reported unpaid special assessments and invoices, including interest and penalty, unpaid and delinquent on May 1, 2022 to the next annual City tax roll. The listing of unpaid and delinquent special assessments and invoices, including interest and penalty, will be transferred and reassessed to the 2022 City tax roll with an additional 15% penalty

and authorization be given to remove from the list any bills paid after commission approval.

F. Resolution approving the recommended investment policy statement for the Retiree Health Care Investment Fund.

G. Resolution to approve an agreement with L.G.K. Construction, Inc., for Birmingham Museum-Phase I Allen House Historic Window Restoration Project in the amount not to exceed $112,000. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101-804.002-811.0000.

H. Resolution to authorize the IT department to renew the Nutanix extended service agreement from CDWG for a total cost not to exceed $8,185.00. Funds are available in the Computer Maintenance fund account # 636-228.000-933.0600.

I. Resolution to approve a payment of up to $264,000 to Merritt Cieslak Design for design development, construction drawings, bidding, and construction administration for the proposed expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library, to be paid out of account 901.0600 (Architectural Services).

J. Resolution to approve the purchase of holiday lights from Zoros Lighting for a total cost not to exceed $28,800.00. Funds are available from the General Fund-Community Activities Operating Supplies account #101-441.004-729.0000 and Property Maintenance Operating Supplies account # 101-441.003-729.0000 for this purchase.

K. Resolution to approve the 2 year contract with Cardno (now Stantec) for Parks Natural Areas Maintenance Services for a total cost not to exceed $85,450.00. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds are available from the General Fund-Parks Other Contractual Services account #101-751.000-811.0000 for these services.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

A. Resolution to approve the 1924 American LaFrance fire engine donation from the Olsen Family. In addition, to authorize the Mayor, City Clerk, City Manager, and Fire Chief to sign the agreement on behalf of the City.

B. Public Hearing - 2225 E. 14 Mile – Our Shepherd – Special Land Use Permit Amendment, Final Site Plan & Design Review

1. Resolution to RESET the public hearing date to May 23, 2022 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 2225 E. 14 Mile – Our Shepherd – to allow new parking lot landscaping, signage and new covered entries at an existing religious institution in the R2 zoning district.

C. Public Hearing – Special Land Use Permit, Final Site Plan and Design Review for 100 Townsend – Rugby Grill

1. Resolution to APPROVE the Special Land Use Permit, Final Site Plan and Design Review application for 100 Townsend – Rugby Grille – to allow the addition of a new outdoor dining platform in the Townsend right-of-way.

D. Resolution to approve the City logo as recommended by McCann Detroit and the BBDC in 2017, and the Wayfinding and Gateway Signage Committee in 2022;

AND

Make a motion adopting a resolution to authorize the City Manager to issue an RFP for an update of the 2004 Wayfinding Plan;

AND

Make a motion adopting a resolution to establish the Ad Hoc Wayfinding and Gateway Signage Committee as a standing committee to act as a clearinghouse to review and approve branding and logo applications to ensure consistency across the City and BSD, and add a representative from each of the following groups to the standing committee;

- BSD Marketing Committee member
- Representative from the Department of Public Services
- Representative from the Parking Department or Advisory Parking Committee.

AND

Make a motion adopting a resolution to direct the standing committee to work on concept plans for the northern and southern gateways to downtown to create consistent entry designs.

E. Resolution to approve an agreement with RH and Sachse Construction for the coordination of construction activities on S. Old Woodward and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

F. 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.

G. Commission discussion on items from prior meeting
   1. City Manager Selection Process
   2. Future Workshop Schedule

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

A.

X. REPORTS

A. Commissioner Reports
B. Commissioner Comments
C. Advisory Boards, Committees, Commissions' Reports and Agendas
D. Legislation
E. City Staff
   1. City 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).

TREE CITY USA®
An Arbor Day Foundation Program

★★★ OFFICIAL PROCLAMATION ★★★

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, ***and***

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, ***and***

WHEREAS Arbor Day is now observed throughout the nation and the world, ***and***

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, ***and***

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, ***and***

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, ***and***

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Therese Longe, Mayor of the City of Birmingham, do hereby proclaim Friday, April 29, 2022 as **ARBOR DAY** In the City of Birmingham, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, ***and***

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 29th day of April, 2022

Mayor _____

Arbor Day Foundation®

City of Birmingham

Proclamation

Mental Health Awareness Month-May 2022

WHEREAS, mental health is important for our individual well-being and vitality, as well as that of our families, communities, and businesses; and

WHEREAS, the COVID-19 pandemic has been a reminder of the importance of integrating mental health into preparedness and public health response plans; and

WHEREAS, younger adults, racial/ethnic minorities, essential workers, and adult caregivers reported having disproportionately worse mental health outcomes, increased substance use, and elevated suicidal ideation associated with COVID-19; and

WHEREAS, according to the World Health Organization: as many as one in six U.S. children ages 6-17 has a treatable mental health disorder such as depression, anxiety problems or attention deficit/hyperactivity disorder (ADHD), and

WHEREAS, according to the Center for Disease Control and Prevention (CDC), between 2016-2019, approximately 5.8 million children ages 3-17 years were diagnosed with anxiety and 2.7 million were diagnosed with depression; and

WHEREAS, May 5, 2022 is designated the National Children's Mental Health Awareness Day and May 1 through May 7, 2022, is designated as Children's Mental Health Awareness Week; and

WHEREAS, Oakland Community Health Network (OCHN) is committed to being a Zero Suicide organization and cultivate a network of providers who are engaged in the Zero Suicide philosophy; and

WHEREAS, mental illness is a biologically based brain disorder that cannot be overcome through "will power" and is not related to a defect in a person's "character" or intelligence; and

WHEREAS, mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn and fully participate and contribute to our society, but also enriches the culture of our community life; and

WHEREAS, improved systems of care for children and families; enhanced and expanded access to non-emergent and crisis services; advanced integrated physical and behavioral health care, collaborative provider relations; and a strengthened workforce are identified priorities for OCHN; and

WHEREAS, the Oakland Community Health Network (OCHN), and its service provider agencies, are committed to inspiring hope, empowering people, and strengthening communities.

THEREFORE BE IT RESOLVED,

that, The City of Birmingham, hereby recognizes May 2022 as Mental Health Awareness Month. Birmingham calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our state in increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.

On Behalf of the City of Birmingham, this 25th day of April, 2022,

Therese Longe, Mayor

Oakland Community Health Network

Developmental Disabilities • Mental Health • Substance Recovery

CHIEF EXECUTIVE OFFICER (CEO)
Dana Lasenby

BOARD OFFICERS
Jonathan Landsman, Chair
Hadas Bernard, Vice Chair
Adam Fuhrman, Secretary

BOARD MEMBERS
Dennis Cowan
Dr. Bijaya Avasthy Hans
Reena Naami
Malkia Newman
Christina Root
Steffan Taub, D.O.
John Paul Torres

March 28, 2022

Mayor Therese Longe
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Dear Mayor Longe,

Please accept this invitation to join an exciting, community-driven collaboration declaring May 2022 as Mental Health Month.

Each year Oakland Community Health Network, along with its exceptional service provider network, hosts an array of initiatives that promote community awareness about mental illness. As part of this endeavor, we are once again asking cities, townships, and villages throughout Oakland County to partner with us by approving the included proclamation for May as Mental Health Month at their council meetings.

We understand with the current COVID-19 epidemic, social distancing, and uncertainty of resuming normal activities, many entities may be holding virtual meetings. If this is the case for your community, please let us know if it's possible to read aloud the proclamation or post it on your website.

Thank you for considering this meaningful initiative. Together we can serve as advocates of independence and equality for people who have a mental illness. Please contact Christine Burk at 248-975-9684 or burkc@oaklandchn.org for any questions regarding this effort.

Sincerely,

Christine Burk

Christine Burk
Communications and Community Outreach Director

Mental Health Awareness Month | May 2022

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Oakland Community Health Network

Developmental Disabilities • Mental Health • Substance Recovery

800.464.6363 | oaklandchn.org

City of Birmingham
A Walkable Community

NOTICE OF INTENTION TO APPOINT TO THE HOUSING BOARD OF APPEALS

At the meeting of Monday, April 25, 2022, the Birmingham City Commission intends to appoint two regular members to the Housing Board of Appeals to serve three-year terms to expire May 4, 2025. Members shall be educated or experienced in building, construction administration, social services, real estate or other responsible positions.

The Housing Board of Appeals was established in order to provide an appeal process from regulation derived from the housing and maintenance requirements found in Chapter 22 of the city code. The purpose of the housing and maintenance regulations is to protect, preserve and promote the physical and social wellbeing of the people, to regulate privately and publicly owned dwellings for the purpose of maintaining adequate sanitation and public health.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, April 20, 2022. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	**Criteria/Qualifications** Applicants shall be educated or experienced in building construction administration, social services, real estate or other responsible positions.
Robert Taylor Jr.	Current HBA member, licensed realtor
Wadette Bradford	Current HBA member, real estate experience

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.

Attendance records are not included. The last official meeting for the HBA was April 3, 2007. The State of Michigan Construction Code Act requires the City to have an appeals board in place to hear appeals of decisions pertaining to the building and property maintenance codes. The HBA is in place to hear appeals from the property maintenance codes. The City has not had an appeal of one of its decisions since 2007.

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2025

To appoint _____ as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2025.

HOUSING BOARD OF APPEALS

Chapter 22 - Sections 22-312 – 22-314
Seven Members
Requirements: Qualified by education or experience in building, construction administration, social services, real estate, or other responsible positions.
Terms: Three year - expire the first Monday in May
Meetings held as needed.
Appointed by the City Commission

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Bradford 1075 Lincoln Ct. Birmingham	**Wadette** 48009	(256) 509-7193 *wadettebradford@yahoo.com*	6/3/2019 investments	5/4/2022
Claussen 1627 Maryland Blvd Birmingham	**Karson** 48009	(248) 688-4517 *karson.claussen@gmail.com*	4/26/2021 Building Inspector	5/4/2024
Joseph 1478 Webster Birmingham	**Luke** 48009	(248)657-0665 *luajom@yahoo.com*	6/8/2020 Real estate	5/4/2023
McLogan 612 N. Glenhurst Dr Birmingham	**Chris** 48009	(248) 321-5883 *chrismclogan@gmail.com*	6/8/2020 real estate	5/4/2023
Taylor 3693 W Bradford Bloomfield Hills	**Robert** 48301	248-892-3316 *Bob@BobTaylor.com*	5/10/2010 real estate	5/4/2022

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Vincenti 938 Lakeside Birmingham	**Philip** 48009	(248) 722-4747 *pvincenti@tcwall.com*	4/9/2018 building/contractor	5/4/2024
Ziegelman 968 Stratford Bloomfield Hills	**Robert** 48304	(248)644-0600 *rziegelman@lzarch.com*	6/8/2023 architect	5/4/2023

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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 Housing Board of Appeals

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

Name Robert E. Taylor, Jr.

Phone 248-892-3316

Residential Address 3693 W. Bradford

Email * Bobtaylr@gmail.com

Residential City, Zip Bloomfield Twp.

Length of Residence 30 years

Business Address 710 Notre Dame

Occupation REALTOR

Business City, Zip Grosse Pointe, MI 48230

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied Still hold Real Estate License with Birmingham Brokerage. long time Service Commitment and broad knowledge in Municipal/Citizen Real Property issues

List your related employment experience Realtor 1987 to Present in Birmingham Market

List your related community activities Housing Board of Appeals - Birmingham, Accession's Board of Review Bloomfield Twp., Zoning Board of Appeals in Bloomfield Twp.

List your related educational experience Masters Degree in History

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

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

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

Signature of Applicant

Date 3/24/2022

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.

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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 Housing Board of Appeals.

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

Name Wadette Bradford

Phone (256)509-7193

Residential Address 1221 Bowers ST 2714

Email * wadettebradford@yahoo.com

Residential City, Zip Birmingham, MI 48012

Length of Residence 3 Years

Business Address 1000 CHRYSLER DRIVE

Occupation Dealer Network Diversity & Investments Manager

Business City, Zip CIMS 485-03-71 Auburn Hills, MI 48326

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

My background and skills will enhance the board by offering a wide perspective based on my professional and educational experiences.

List your related employment experience Supporting 12 Lux Realty in Atlanta Georgia,

which was recently named Top 10% of Atlanta Producers by the Atlanta Realty board in 2022, through contracting, renovation, sales/rentals is a skill-set that is a benefit to the Housing appeals board as a result of my membership.

List your related community activities As a member of the Junior League of Birmingham sustainers, I support philanthropic endeavors benefiting women and children in need in our community.

List your related educational experience My Masters Degree in Public Affairs (Government/Policy) is related educational experience.

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

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

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

Signature of Applicant

Date 03/29/2022.

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

Sec. 22-312. Board created; purpose.

In order that the provisions of this article may be reasonably applied and substantial justice done in instances where practical difficulties are apparent or undue hardship would result from carrying out the strict letter of this article, a housing board of appeals is hereby created. The duty of the board shall be to consider appeals from the decision of the officials charged with the enforcement of this article, and to determine in particular cases whether any deviation from the strict enforcement of this article will violate the intent of this article and jeopardize public health and safety.

(Ord. No. 2070, 10-24-11)

Sec. 22-313. Membership and appointment.

The housing board of appeals shall consist of seven members, who shall be appointed by the city commission. The city commission shall appoint to the board, members qualified by education or experience in building construction, administration, social services, real estate or other responsible positions. The building official, the fire chief and the health officer or their representatives shall be ex officio members.

(Ord. No. 2070, 10-24-11)

Sec. 22-314. Term of office.

The term of office of members of the housing board of appeals shall be for three years, but in the first instance after the passage of this Code, two members shall be appointed for one year, two members for two years and three members for three years. These terms shall then expire the first Monday in May.

(Ord. No. 2070, 10-24-11)

Sec. 22-315. Meetings, rules of procedure, quorum.

The housing board of appeals shall meet once a month, provided there are pending appeals. There shall be a fixed place of meeting and all meetings shall be open to the public. The board shall adopt its own rules of procedure and keep a record of its proceedings, showing the action of the board, and the vote of each member upon each question considered. The presence of five members shall be necessary to constitute a quorum.

(Ord. No. 2070, 10-24-11)

Sec. 22-316. Officers, records.

The housing board of appeals shall elect from its membership a chairman and vice-chairman. A secretary, who shall be an employee of the city, shall be appointed whose duty it shall be to maintain a permanent official record of all of its transactions; such records shall be public records.

(Ord. No. 2070, 10-24-11)

City of Birmingham
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NOTICE OF INTENTION TO APPOINT TO BOARD OF ZONING APPEALS

At the regular meeting of Monday, April 25, 2022, the Birmingham City Commission intends to appoint two alternate members to the Board of Zoning Appeals to serve the remainder of three-year terms to expire February 17, 2023.

Interested parties may recommend others or themselves for these positions by submitting a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, April 20, 2022. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Duties of Board

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

Applicant Name	**Criteria/Qualifications** Applicants shall be property owners of record and registered voters.
Luke Joseph	Real estate experience, property owner & elector
Carl Kona	Remodeling contractor, property owner & elector

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 COMMISSION ACTION:

To appoint _____ as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 17, 2023.

To appoint _____ as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 17, 2023.

BOARD OF ZONING APPEALS

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

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

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Canvasser 369 Kimberly	**Jason**	(248) 231-9972 *jcanvasser@clarkhill.com*	7/9/2018 Attorney	10/10/2023
Hart 2051 Villa	**Kevin**	(248) 4967363 *khartassociates@aol.com*	2/27/2012 Architect	10/10/2023
Lillie 496 S. Glenhurst	**Charles**	(248) 642-6881 *lilliecc@sbcglobal.net*	1/9/1984 Attorney	10/10/2022
Miller 544 Brookside	**John**	(248) 703-9384 *jnmillerstudio@gmail.com*	1/23/2012 Architect	10/10/2024
Morganroth 631 Ann	**Erik**	(248) 762-9822 *emorganroth@comcast.net*	10/12/2015 Real Estate/Builder	10/10/2024
Reddy 763 Wallace	**Ron**	(313) 820-7491 *ron.reddy01@gmail.com*	2/11/2019 Regular member	10/10/2022

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
VACANT			Alternate	2/17/2023
VACANT			Alternate	2/17/2023
Yaldo 1936 Graefield	**Pierre**	(248) 534-5585 *pierreyaldo1@gmail.com*	2/28/2022 Attorney	10/10/2022

City of Birmingham
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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 Board of Zoning Appeals

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

Name Luke Joseph

Phone 248-657-0665

Residential Address 1520 Pierce St

Email * luajom@yahoo.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 1 at this address

Business Address _____

Occupation _____

Business City, Zip _____

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

I am on Housing Board of appeals now, I have my Real Estate License and very familiar with the various zones

List your related employment experience Licensed Real Estate Agent and Accountant

List your related community activities Housing Board of Appeals, Trustee on Board of Education

List your related educational experience Bachelors of Science

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

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

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

Signature of Applicant

11/4/21
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 clerk@bhamgov.org or fax to 248.530.1080.

Updated 11/18/2020

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

APPLICATION FOR CITY BOARD OR COMMITTEE

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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: Board of Zoning Appeals

Specific Category/Vacancy on Board: Alternate Member (see back of this form for information)

Name: Carl Kona

Phone: 248-540-2810

Residential Address: 439 W Merrill St

Email *: carlsbox@hotmail.com

Residential City, Zip: 48009

Length of Residence: 32 Years

Business Address:

Occupation: Financial Services

Business City, Zip:

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

Having been a remodeling contractor and made major renovations to both of my Birmingham homes (each requiring BZA appoval) I am familiar with the city building regulations/constraints.

List your related employment experience: Ran a remodeling company several years ago

List your related community activities:

List your related educational experience: BSEE

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

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

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

Signature of Applicant: Carl Kona

Date: 4/19/22

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

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CHAPTER 126 - ZONING

ARTICLE 8: ENFORCEMENT AND PENALTIES

8.01 The Board of Zoning Appeals

A. Establish: There shall be established and appointed by the City Commission, in accordance with Section 5, Act No. 207 of the Public Acts of Michigan of 1921 (MCL 125.585, MSA 5.2935), as amended, a Board of Zoning Appeals consisting of seven members each to be appointed for a term of three years.

B. Alternate Members: The City Commission may also appoint not more than two alternate members for the same term as regular members of the Board of Zoning Appeals. The alternate member may be called on a rotating basis to sit as a regular member of the Board of Zoning Appeals in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. The alternate member having been appointed shall serve in the case until a final decision has been made. The alternate member shall have the same voting rights as a regular member of the Board of Zoning Appeals.

C. Procedure: Meetings of the Board of Zoning Appeals shall be held at the call of the chairperson, and at such other times as the Board of Zoning Appeals may determine. Such chairperson, or in his/her absence, the acting chairperson, may administer oaths and compel the attendance of witnesses. The Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and the action thereon, which shall be a public record.

D. Appeals: An appeal to the Board of Zoning Appeals, based in whole or in part on the provisions of the Zoning Ordinance, may be taken by any person aggrieved, or by any governmental officer, department, Board of Zoning Appeals or bureau affected by the decision of the Building Official. Such appeal shall be taken by filing with the Board of Zoning Appeals a notice of appeal, on forms provided by the Building Official, specifying the ground thereof, and by paying the required fee. The Building Official shall transmit to the Board of Zoning Appeals all papers constituting the records upon which the appeal action was taken.

E. Hearing and Notice: The Board of Zoning Appeals shall fix a reasonable time for the hearing of an appeal and shall give due notice of the appeal to the persons to whom real property within 300 feet of the premises in question is assessed, and to the occupants of single- and two-family dwellings within 300 feet, the notice to be delivered personally or by mail to the respective owners and tenants at the address given in the last assessment roll. If the tenant's name is not known, the term "occupant" may be used. 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 person or party may appear in person, by agent or by attorney. All such hearings shall be open to the public.

F. Powers and Duties: The Board of Zoning Appeals shall have the powers and duties set forth in MCL 125.581 et seq., MSA 5.2931 et seq. and as more particularly hereinafter enumerated. The Board of Zoning Appeals shall not have the power to change the zoning district of any property. The Board of Zoning Appeal's power and duties shall include the following:

1. Review of administrative decisions.
   a. The Board of Zoning Appeals shall hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with the enforcement of the Zoning Ordinance.
   b. It may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and shall make such order, requirement, decision or determination as in its opinion ought to be made in the situation, and to that end shall have all the powers of the officer from whom the appeal is taken.
2. Mapping disputes.
   a. Where disputes arise as to the location of the floodplain boundary or the limits of the floodway, the Board of Zoning Appeals shall resolve the dispute and establish the boundary location in accordance with Section 1.15.

In all cases, the decision of the Board of Zoning Appeals shall be based upon the most current floodplain studies issued by the Office of Federal Insurance and Hazard Mitigation. Where the Office of Federal Insurance and Hazard Mitigation information is not available, the best available floodplain information shall be utilized.

b. Where a dispute involves an allegation that the boundary is incorrect as mapped and Office of Federal Insurance and Hazard Mitigation floodplain studies are being questioned, the Board of Zoning Appeals shall modify the boundary of the floodplain or the floodway only upon receipt of an official letter of map amendment issued by the Office of Federal Insurance and Hazard Mitigation.

3. Variances.

a. The Board of Zoning Appeals shall hear and grant or deny requests for variances from the strict application of the provisions of the Zoning Ordinance where there are practical difficulties or unnecessary hardships in carrying out the strict letter of such chapter. In granting a variance, the Board of Zoning Appeals may attach such conditions as it may deem reasonably necessary to promote the spirit and intent of the Zoning Ordinance. The Board of Zoning Appeals shall not grant any variance unless it first determines that:

i. Because of special conditions applicable to the property in question, the provisions of the Zoning Ordinance, if strictly applied, unreasonably prevent the property owner from using the property for a permitted purpose;

ii. Literal enforcement of the chapter will result in unnecessary hardship;

iii. The granting of the variance will not be contrary to the spirit and purpose of the Zoning Ordinance nor contrary to the public health, safety and welfare; and

iv. The granting of the variance will result in substantial justice to the property owner, the owners of property in the area and the general public.

b. Variances from the provisions of Section 4.13, Floodplain Regulations, shall only be granted by the Board of Zoning Appeals upon a determination of compliance with the general standards for variances contained in the Zoning Ordinance and in accordance with the following:

i. The variance granted will not result in flood heights in excess of those permitted by the Zoning Ordinance, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.

ii. The variance granted shall be the minimum necessary, considering the flood hazard, to afford relief to the applicant.

iii. Variances may be granted for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the Michigan Historic Markers listing of historic sites, or any other state register of historic places without meeting the requirements of this section.

c. Sign Variance Procedure. Any person who feels aggrieved by a decision of the City Planner or Design Review Board may have the sign reviewed by the Board of Zoning Appeals. A variance may be granted by the Board of Zoning Appeals only in cases involving practical difficulties when the evidence in the official record of the appeal supports all the following affirmative findings:

i. That the alleged practical difficulties are peculiar to the property of the person requesting the variance by reasons of the physical and/or dimensional constraints of the building and/or site, and result from conditions which do not exist generally throughout the City;

ii. That the granting of the requested variance would not be materially detrimental to the property owners in the immediate vicinity;

iii. That the granting of the variance would not be contrary to the general objectives of this Chapter and is in keeping with the spirit and intent of this ordinance; and

iv. That granting the variance will result in substantial justice being done, considering the public benefits intended to be secured by this Chapter, the individual hardships that will be suffered by a failure of the Board of Zoning Appeals to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.

v. In granting a variance, the Board of Zoning Appeals may attach such conditions as it may deem reasonably necessary to promote the spirit and intent of the Zoning Ordinance and the conditions specified in the sign ordinance, Chapter 86, Article 02, Section 2.06.

G. Miscellaneous:

1. No order of the Board of Zoning Appeals permitting the erection or alteration of buildings shall be valid for a period longer than one year, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is commenced and proceeds to completion in accordance with the terms of such permit.
2. No order of the Board of Zoning Appeals permitting a use of a building or premises shall be valid for a period longer than one year unless such use is established within such period; provided, however, that if the use of such permit is dependent upon the erection or alteration of a building, such order shall continue in full force and effect if a building permit for such use, erection or alteration is obtained within such period and such erections or alterations are commenced and proceed to completion in accordance with the terms of such permit.

City of Birmingham
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NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD

At the regular meeting of Monday, March 28, 2022, the Birmingham City Commission intends to appoint one regular member to the Museum Board to serve the remainder of a three-year term to expire July 5, 2023.

Interested parties may submit an application available at the City Clerk's office on or before noon on Wednesday, March 28, 2022. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Board Duties

The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The Board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the City Commission with respect to properties that, in the opinion of the Board, have historic significance. Further, the Board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	**Criteria/Qualifications** • Shall be qualified electors of the City and members of the Friends of the Birmingham Museum
Kristy Hull Barrett	Elector and Friends of the Birmingham Museum member

SUGGESTED COMMISSION ACTION:

To appoint_____ to the Museum Board as a regular member to serve the remainder of a three-year term to expire July 5, 2023.

MUSEUM BOARD

Chapter 62 - Section 62-26
Terms - Three years - expiring first Monday in July
Eight Members: Six are electors and appointed by city commission
One member is an Alternate
One is owner of a business and appointed by the city manager

The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the city commission with respect to properties that, in the opinion of the board, have historic significance. Further, the board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Erickson 1841 Maryland	**Bev**	(248) 561-4178 *beverickson@comcast.net*	7/26/2021 Regular Member/BHS/Friends	7/5/2024
Harris 2600 Buckingham	**Alexandria**	(248) 686-4077 *akharrisart@gmail.com*	7/26/2021 Alternate	7/5/2023
Hughes 915 Kennesaw	**Patrick J.**	(248) 417-0470 *phughes@brickstory.com*	9/23/2019 Regular Member/Business owner	7/5/2022

BIRMINGHAM HISTORICAL MUSEUM & PARK, 556 West Maple, Birmingham, MI 48009
phone: 248.530.1928 fax: 248.530.1685 www.bhamgov.org/museum
Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Keefer 505 E. Lincoln, #4	**Judith**	(248) 249-0996 *jlwk2014@gmail.com*	7/11/2016 Regular Member/BHS/Friends	7/5/2022
Logue 2010 Buckingham	**Marty**	(248) 649-4921 *gtfieros@comcast.net*	9/26/2011 Regular Member/BHS/Friends	7/5/2023
Rosso 355 Columbia	**Caitlin**	(248) 229-4227 *caitlinrosso@maxbroock.com*	9/21/2015 Regular Member/BHS/Friends	7/5/2023
Shell 1121 Northlawn	**Jay R.**	(248) 890-6333 *jay.shell@gmail.com*	8/9/2021 Regular Member/BHS/Friends	7/5/2024
Snyder Seaholm High School	**Jordan**		2/28/2022 Student representative	12/31/2022
VACANT			Regular Member/BHS member	7/5/2023

BIRMINGHAM HISTORICAL MUSEUM & PARK, 556 West Maple, Birmingham, MI 48009
phone: 248.530.1928 fax: 248.530.1685 www.bhamgov.org/museum
Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

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

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest MUSEUM BOARD

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

Name Kristy Hull Barrett

Phone (248) 504-1981

Residential Address 915 Harmon St.

Email * kristybarrett1@yahoo.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 27 years

Business Address

Occupation retired

Business City, Zip

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

Lifelong interest in history and preservation. Preserving connections to our past and telling the story of the community, is essential for future generations. Community engagement of a shared history enhances pride, identity and unity. Organized, efficient, goal oriented.

List your related employment experience

Retired after 20 years with Abbott Laboratories. RN: cardiac recovery, Level 1 Trauma Center. Have four children who are or did attend Birmingham Public Schools.

List your related community activities

Mill Pond Neighborhood Association; Booth Park Renovation committee; Birmingham Public Schools Strategic Plan Development 2015 and 2022; BPS Parent Advisory Council, Special Education Advocate local and state level; Friends of Different Learners org exec committee, treasurer, membership (501 C3).

List your related educational experience

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

none

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

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

Signature of Applicant

Date 2/17/2022

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

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ARTICLE II. MUSEUM BOARD[1]

Sec. 62-26. Establishment; composition.

(a) There is hereby established the museum board for the city which shall consist of seven members who shall serve without compensation. Six of the members shall be appointed by the city commission and shall be qualified city electors. One member shall be the owner of a business located in the city to be appointed by the city manager with the concurrence of the city commission (need not be a resident). A majority of the members of the museum board shall also be members of the Birmingham Historical Society.

(b) In addition to the seven members of the museum board, the city commission shall appoint one alternate member to serve a term of three years, who shall be a qualified city elector.

(Ord. No. 2005, 1-25-10; Ord. No. 2349, 7-20-20)

Sec. 62-27. Terms of members.

Each member shall be appointed for a term of three years ending on the first Monday of July of the third year after appointment, or upon the appointment of his successor, whichever is later, except that in the first instance three of the members shall be appointed for a one-year term and two shall be appointed for two-year terms. Members of the museum board shall hold office at the pleasure of the city commission. Vacancies occurring other than through the expiration of term shall be filled for the unexpired term by the city commission.

(Ord. No. 2005, 1-25-10)

Sec. 62-28. Organization.

The museum board shall elect a chairman from its membership annually at its first meeting after the first Monday of July. The city clerk shall be a nonvoting ex officio member of the museum board and shall serve as its secretary; and the city treasurer shall be a nonvoting ex officio member of the museum board and shall serve as its treasurer.

(Ord. No. 2005, 1-25-10)

Sec. 62-29. Meetings.

The museum board shall hold at least one regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the museum board. Special meetings may be called by the secretary on the written request of the chairman or any three members of the museum board on at least two days'

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[1]Editor's note(s)—Ord. No. 2005, adopted January 25, 2010, amended article II in its entirety to read as herein set out. Formerly, article II pertained to the historical board, and derived from the Code of 1963, §§ 1.201—1.210, and Ord. No. 1719, adopted December 20, 1999.

Cross reference(s)—Boards and commissions, § 2-171 et seq.

notice. The museum board shall adopt such rules for the conduct of its business as it may from time to time adopt by resolution. The museum board shall keep a written or printed record of its proceedings which shall be a public record and property of the city.

(Ord. No. 2005, 1-25-10)

Sec. 62-30. Expenditures.

The museum board shall have the power to expend such funds as may from time to time be appropriated to it by the city commission or otherwise received by it for the purpose of carrying out the powers and duties of the museum board. An account of all its receipts and expenditures shall be maintained which shall be a public record and property of the city.

(Ord. No. 2005, 1-25-10)

Sec. 62-31. Powers and duties.

(a) Mission statement. The Birmingham Museum will explore meaningful connections with our past, in order to enrich our community and enhance its character and sustainability. Our mission is to promote understanding of Birmingham's historical and cultural legacy through preservation and interpretation of its ongoing story.

(b) In general, it shall be the duty of the museum board to:

  (1) Collect, arrange, catalogue and preserve historical material including books, pamphlets, maps, charts, manuscripts, papers, records and archives, paintings, statuary and other objects and materials relating to the history of the city and the surrounding area;

  (2) Procure and preserve narratives of the residents of such area;

  (3) Collect material of every description relative to the history, and culture of our Oakland County Native American tribes;

  (4) Collect, prepare and display objects indicative of the life, customs, dress and resources of the residents of this area; and

  (5) Make available from time to time source materials and historical studies relative to and illustrative of the history of the area.

(c) The museum board shall have the power, with the assistance of all city public officials, to collect from the public offices in the city reproductions of any records, files, documents, books and papers which, in the opinion of the museum board are of historical value.

(d) The museum board shall have the power to develop, operate and maintain the 1928 Allen House, 1822 John West Hunter House and John West Hunter Memorial Park, as part of the Birmingham Museum, as a museum and to serve as an advisory authority exercising control and management over this cultural resource.

(e) The museum board shall have the power to raise funds for the exercise of its powers and duties.

(Ord. No. 2005, 1-25-10; Ord. No. 2176, 3-14-16)

Sec. 62-32. Executive director.

There shall be an executive director who shall be an employee of the city. The executive director shall, among other duties as established by the museum board, operate and manage the museum. The executive

director shall report to the museum board and shall be appointed, removed and supervised by the city manager. The executive director shall attend all meetings of the museum board.

(Ord. No. 2005, 1-25-10)

Sec. 62-33. Reports.

The museum board shall make and submit to the city commission annually a report of the general activities, operation, and condition of the Birmingham Museum for the preceding 12 months. The museum board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the museum board, advise the city commission in writing on all matters necessary and proper for and pertaining to the proper operation of the Birmingham Museum and any of its activities or properties.

(Ord. No. 2005, 1-25-10; Ord. No. 2176, 3-14-16)

Sec. 62-34. Budget.

The executive director, on behalf of the museum board, will submit a complete itemized budget for the ensuing fiscal year to the city manager based on guidelines established in the city budgetary process.

(Ord. No. 2005, 1-25-10)

Sec. 62-35. Protection of property.

No person shall take, use, or occupy any property under the control of the museum board except in accordance with such rules and regulations governing such as may from time to time be prescribed by the museum board.

(Ord. No. 2005, 1-25-10)

Secs. 62-36—62-55. Reserved.

NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, April 25, 2022, the Birmingham City Commission intends to appoint two members: one regular member who is a restaurant owner to the Advisory Parking Committee to serve the remainder of a three-year term expiring September 4, 2023, and one regular member to serve the remainder of a three-year term expiring September 4, 2024.

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, April 20, 2022. 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
Kelly Cobb	Restaurant owner and resident

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

SUGGESTED COMMISSION ACTION:

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.

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

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. 10-258-19, 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 no 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 fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Astrein 13125 Ludlow Huntington Woods	**Richard** 48070	(248) 399-4228 *richard@astreins.com*	12/9/2019 BSD member	9/4/2024
Black 2243 Dorchester Rd Birmingham	**Aaron** 48009	(248)283-4200 *ablack@daxtonhotel.com*	12/8/2020 Resident shopper	9/4/2022
Kalczynski 100 Townsend Birmingham	**Steven** 48009	(248) 642-7900 *skalczynski@yahoo.com*	11/26/2012 Large retail	9/4/2023

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Krueger 348 Ferndale Ave Birmingham 48009	**Lisa**	(248) 921-0099 *lisakrug21@gmail.com*	3/30/2015 Downtown employee member	9/4/2023
Paskiewicz 560 Woodland Birmingham 48009	**Judith**	248-642-3337 *judithpaskiewicz@hotmail.com*	Professional firm	9/4/2022
Petcoff 463 Henley Birmingham 48009	**Mary-Claire**	(410)-991-1460 *mcp@wwrplaw.com*	12/21/2020 Alternate	9/4/2023
Silverman 1200 Latham Birmingham 48009	**Lisa**	248-642-3337 *lisas229@aol.com*	10/7/2019 Resident	9/4/2022
VACANT			Restaurant owner	9/4/2023
VACANT			Resident	9/4/2024
Vaitas 2633 Endsleigh Drive Bloomfield Village 48301	**Algirdas**	(248) 593-3177 *alvortho@aol.com*	11/13/2006 Small retail	9/4/2024
Yert 490 Park St. Birmingham 48009	**Jennifer**	617-308-0080 *sulesq@yahoo.com*	8/13/2018 Alternate (Downtown employee)	9/4/2023

City of Birmingham
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CITY CLERKS OFFICE RECEIVED IN PERSON CITY OF BIRMINGHAM

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

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Advisory Parking Committee

Specific Category/Vacancy on Board Restaurant Owner or Resident (see back of this form for information)

Name Kelly Cobb

Phone 313-434-4413

Residential Address 2056 Dorchester Rd.

Email *KellyWCobb@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence

Business Address 35075 Woodward Ave.

Occupation Restaurant Owner

Business City, Zip Birmingham, MI 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I am a downtown restaurant owner with customers that use street, onsite, and deck parking. I have also been before city boards and aware of processes.

List your related employment experience Owner, Hunter House Hamburgers
Host, The Mackinac on Michigan Show, WJR-760AM Radio

List your related community activities Birmingham Hometown Parade

List your related educational experience B.A. Political Science/Public Policy and Philosophy, University of Michigan

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

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

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

Signature of Applicant

Date 4/19/22

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.

05-152-00: INTERVIEW FOR ADVISORY PARKING COMMITTEE

Mr. Peter Wilde of the Townsend Hotel was interviewed for appointment to the advisory parking committee. Commissioner Lanzetta expressed concern about the legalities of the appointment of Mr. Wilde as the "large retail" member of this committee. The city attorney advised that the commission could amend the original resolution for the advisory parking committee to broaden the interpretation of large retail representative to include retail services as well as retail goods.

MOTION: Motion by Lanzetta, seconded by Chafetz:
To interpret the category of large retail representative on the advisory parking committee to include retail services as well as retail goods.

VOTE: Yeas, 4 Nays, None Absent, 3 (DeLaura, McKeon, Wooley)

MOTION: Motion by Moss, Seconded by Chafetz
To determine that Mr. Peter Wilde of the Townsend Hotel meets the criteria as the large retail representative on the advisory parking committee and, further, to continue this appointment until the city commission meeting of June 12, 2000.

VOTE: Yeas, 4 Nays, None Absent, 3 (DeLaura, McKeon, Wooley)

05-139 -17 USE OF ALTERNATES, REPORTING BOARD ATTENDANCE, AND MODIFYING REQUIREMENTS FOR BOARD MEMBERS

Assistant to the City Manager Haines presented results of a review of board and committee attendance suggesting that three groups might benefit from having two alternate positions added to increase attendance and/or achieve quorum: 1) Advisory Parking Committee, 2) Parks and Recreation Board, and 3) Public Arts Board.

MOTION: Motion by Commissioner Bordman, seconded by Mayor Pro Tem Harris:
To amend the ordinances of the Advisory Parking Committee, the Parks and Recreation Board, and the Public Arts Board, to add 2 alternate positions to each as follows:

To amend Resolution No. 08-882-84 – August 6, 1984, Advisory Parking Committee, Members.

AND

To amend Part II of the City Code, Chapter 78, Parks and Recreation, Article II., Parks and Recreation Board, Section 78-26, Created; composition.

AND

To amend Part II of the City Code, Chapter 78, Public Arts Board, Article V., Public Arts Board, Section 78-103, Composition and terms of members.

AND

To direct the city clerk to standardize the attendance reporting of all city boards and committees as outlined in the May 12, 2017 memorandum to the city manager and as clarified by the Commission and to direct staff to amend the Recommended Process for Use of Alternates as clarified by Commissioner Bordman.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

10-258 -19 AMEND ADVISORY PARKING COMMITTEE MEMBERSHIP

City Manager Valentine presented this item.

- Recommending a modification to the composition of the board to enable the City to fill some long-time vacancies.
- Replace a building owner with a BSD board member to participate on the board
- Remove the City Engineer and Replace with the City Manager or his designee.

Brad Host expressed that he thought it might be a mistake to eliminate a representative from Engineering.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Harris:
To adopt the resolution to amend Advisory Parking Committee membership to remove the Building Owner position and replace it with a board member of the Birmingham Shopping District and to remove the City Engineer (non-voting, ex-officio) position and to replace this position with the City Manager, or his/her designee.

VOTE:	Ayes:	5
	Nays:	0
	Absent:	2

Referred to the Traffic and Safety Board for review of meters in the following locations to determine if they are still appropriate in view of the change in the entrance to the Baldwin Library: twelve 30-minute meters on Martin between Bates and Chester; five 15-minute meters on Bates between Maple and Martin; three 15-minute meters on Bates near the former entrance on Martin Street to the library.

8:07

08-881-84: CITY COMMISSIONER REPORTS

Commissioner Miller reported that the Otsu Children's Choir will sing at the Community House at 2:00 P.M., Saturday, August 11, 1984. She also commented that AAA will provide transportation for the children to Bob-Lo.

Mayor Appleford reported that he attended a reception in Ann Arbor last week for the Governor of Shiga Province.

8.08

08-882-84: ADVISORY PARKING COMMITTEE ESTABLISHED

MOTION: Motion by Miller, supported by Hockman:
To receive the report of the City Manager re: Advisory Parking Committee; to establish an Advisory Parking Committee as follows:

PURPOSE: There is hereby established an Advisory Parking Committee to provide guidance to the Birmingham City Commission in the management of the Birmingham Auto Parking System that will: recognize parking requirements of the various interests in the Central Business District (CBD); fairly assess the costs of the parking system to users of the facility; create the least possible traffic impact on the CBD and the immediately abutting residential areas; provide for attractive, well-maintained, safe facilities; include plans for an orderly and responsive answer to future parking needs.

MEMBERS: The Birmingham City Commission shall appoint the Advisory Parking Committee, consisting of seven (7) members, each to be appointed for a term of three (3) years, but in the first instance, two (2) members shall be appointed for terms expiring on the first Monday in September, 1985, two (2) members shall be appointed for terms expiring on the first Monday in September, 1986, and three (3) members shall be appointed for terms expiring on the first Monday in September, 1987.

The majority of the members shall be residents and there shall be one member representing each of the following:

I. Downtown Commercial Representatives -

A. Retail - Two (2) members

B. Professional Firm - One (1) member

C. Building Owner - One (1) member

II. Downtown Employee Representative - One (1) member

III. Residential - Two (2) members who do not qualify under any of the above categories.

Members of the Committee can be removed for cause determined at a public hearing at any time by the City Commission. Vacancies occurring shall be filled for the unexpired term by the City Commission.

ORGANIZATION: The Committee shall elect a Chairperson from its membership annually at its first meeting after the first Monday of September. The City Engineer shall be a non-voting, ex-officio member of the Committee and shall serve as the coordinating link between the Committee and various City Departments. A secretary shall be furnished by the City for the purpose of keeping Minutes of Committee meetings.

MEETINGS: The Committee shall hold at least one (1) regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the Committee. Special meetings may be called by the Chairperson of the Committee or by request of any three (3) members of the Committee. There shall be at least a two (2) day notice for any special meeting. The Committee shall adopt such rules for the conduct of its business as it may from time to time adopt by resolution. The Committee shall keep a written or printed record of its proceedings which shall be a public record and property of the City.

EXPENDITURES: The Committee shall have the power to expend such funds as may from time to time be appropriated to it by the City Commission for the purpose of carrying out the powers and duties of the Committee. Funds expended by the Committee shall be processed through regular City channels and be accounted for in the Auto Parking Fund budget.

POWERS AND DUTIES: The Committee shall recommend:

1. A proper rate relationship between the charges for street meters, parking lot fees (short term and long term), and permit fees.

2. Parking fees that, while maintaining the financial integrity of the system, are still attractive to users.

3. The proper ratio between the number of short term, long term, and permit parkers in the attendant-operated lots and structures.

4. The area in each structure that should be assigned for short term, long term, and permit parking.

5. An equitable method of assigning permit parking spaces.

6. Financial objectives that reflect the requirements of ordinances and the need for information on the revenue received from specific users of the system.

7. A public relations program that will educate the public to the location of parking facilities, their ease of use, their close proximity to many fine stores offering a great variety of merchandise and the benefits of validated parking.

8. Corrective steps if the level of either maintenance or policing of the system facilities is inadequate.

9. Specific ordinance changes that will encourage private off-street parking in the CBD and/or help to improve the system operation as a whole.

REPORTS: The Committee shall make and submit to the City Commission an annual report in January regarding the general activities, operations and accomplishments of the Committee for the preceding year. The Committee shall, from time to time as occasion requires, advise the City Commission in writing on recommendations for the improvement of the Auto Parking System.

BUDGET: Not later than the first day of February of each year, the Committee shall present to the City Commission a request for funds which the Committee believes necessary to carry out its function as an advisory committee.

VOTE: Yeas, 6 Nays, None Absent, Sights

MOTION: Motion by Kain, supported by Jeske:
That the Ad Hoc Parking Committee be dissolved.

VOTE: Yeas, 6 Nays, None Absent, Sights

Resumes for membership on the Committee are to be submitted by August 27, 1984, and Commissioners are to submit names to the Mayor by the first meeting in September. They are also to advise the Mayor if they have a particular area in which they are interested.

MOTION: Motion by Hockman, supported by Miller:
That resumes for appointment to the Advisory Parking Committee be submitted by August 27, 1984, for consideration by the City Commission at its September 4 meeting.

VOTE: Yeas, 6 Nays, None Absent, Sights

8:50

08-883-84: BORDERLINE TREES

MOTION: Motion by Jeske, supported by Jensen:
To receive the report of the City Engineer and the City Manager re: Borderline Trees; to direct the Administration to draft an ordinance whereby sidewalks damaged by trees which are entirely or partly in the public right-of-way will be City responsibility.

MOTION: Motion by Kain, supported by Hockman:
To amend the previous Motion by directing that the proposed ordinance state that the cost of sidewalk replacement resulting from damage caused by borderline trees be borne equally by the City and the property owner.

VOTE ON AMENDMENT: Yeas 3 (Hockman, Kain, Miller)
Nays, 3
Absent, Sights

AMENDING MOTION FAILED

VOTE ON MAIN MOTION: Yeas, 3 (Appleford, Jensen, Jeske)
Nays, 3
Absent, Sights

MOTION FAILED

9:28

09-987-84: ORDINANCE AMENDMENT - B-4 PARKING REQUIREMENTS

MOTION: Motion by Jeske, supported by Sights:
To receive the report of the City Planner and the City Manager re: Amendment to B-4 Parking Requirements; to refer to the Planning Board for public hearing and recommendation to the City Commission.

VOTE: Yeas, 7 Nays, None

9:29

09-988-84: INVOICE RE: BUTZEL, LONG, GUST, KLEIN AND VAN ZILE

Report received from the Director of Finance and the City Manager re: Invoice from Butzel, Long, Gust, Klein and Van Zile.

9:30

09-989-84: ADVISORY PARKING COMMITTEE APPOINTMENTS

MOTION: Motion by Hockman, supported by Sights:
To receive the report of the City Clerk re: Appointments to Advisory Parking Committee; to direct that street parking meters be included in the charge to the Advisory Parking Committee.

MOTION: Motion by Kain, supported by Jensen:
To amend the previous Motion to include only those street parking meters in the Parking Assessment District.

VOTE ON AMENDMENT: Yeas, 3 (Jensen, Kain, Sights
Nays, 4

MOTION FAILED

VOTE ON MAIN MOTION: Yeas, 7 Nays, None

MOTION: Motion by Jeske:
To appoint Dante Lanzetta as a Resident Member to the Advisory Parking Committee.

MOTION: Motion by Kain:
To appoint Anne Honhart to a one-year term as Resident Member of the Advisory Parking Committee.

MOTION: Motion by Jensen:
To appoint Keith Ege as the Small Retail Member of the Advisory Parking Committee.

MOTION: Motion by Appleford:
To appoint Katharine Beebe as the Professional Member of the Advisory Parking Committee.

MOTION: Motion by Miller:
To appoint Samuel Walker to a one-year term as the Building Owner Member of the Advisory Parking Committee.

MOTION: Motion by Hockman:
To appoint Katharine Thibodeau as the Downtown Employee Representative Member of the Advisory Parking Committee.

MOTION: Motion by Sights:
To appoint James Peabody as the Large Retail Member of the Advisory Parking Committee.

Discussion was held on whether or not Mr. Peabody met the qualifications for the Large Retail Member and Mr. Walker for the Building Owner Member.

MOTION: Motion by Kain, supported by Sights:
That the Commission recess for five minutes.

VOTE: Yeas, 7 Nays, None

10:05 P.M. - Meeting recessed.

10:22 P.M. - Meeting reconvened.

MOTION: Motion by Jeske, supported by Miller:
That the Advisory Parking Committee be expanded to nine members to include a Restaurant Owner Member and a Resident Shopper Member.

MOTION: Motion by Kain, supported by Sights:
To amend the previous Motion by adding an ex officio member for a three-year term to the Advisory Parking Committee, the number of committee members to remain at seven.

VOTE ON AMENDMENT: Yeas, 2 (Kain, Sights) Nays, 5

MOTION FAILED

VOTE ON MAIN MOTION: Yeas, 4 Nays, 3 (Jensen,Kain,Sights)

MOTION: Motion by Sights, supported by Kain:
To vote for the nominations on the floor, and to appoint the Large Retailer Member and Resident Shopper Member at the Commission Meeting of September 10, 1984.

In response to a question from Commissioner Jeske, Commissioner Sights stated that he is changing his nomination of Mr. Peabody from the Large Retail Member to that of Restaurant Owner Member.

VOTE: Yeas, 7 Nays, None

MOTION: Motion by Kain, supported by Hockman:
That the term of office for the nine-member Advisory Parking Committee shall be three years, but, in the first instance, three members shall be appointed for terms expiring on the first Monday in September, 1985, three members shall be appointed for terms expiring on the first Monday in September, 1986, and three members shall be appointed for terms expiring on the first Monday in September, 1987.

VOTE: Yeas, 7 Nays, None

MOTION: Motion by Jeske, supported by Jensen:
That the terms of the seven remaining members be decided by draw.

VOTE: Yeas, 7 Nays, None

Birmingham City Commission
Special Meeting Minutes
Workshop
Monday, April 11, 2022
6:45 p.m.
Vimeo Link: https://vimeo.com/693372436

Workshop Session

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to participate in a discussion regarding trends and insights related to teen substance abuse, mental health and the needs of the teen community as presented by the Birmingham Bloomfield Community Coalition.

I. Call to Order

Therese Longe, Mayor

II. Roll Call

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe
Mayor Pro Tem Boutros
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner McLain
Commissioner Schafer

Absent: None

Administration: City Manager Markus, City Clerk Bingham, City Attorney Kucharek

III. Presentation & Discussion

CM Markus introduced the item. Carol Mastroianni, Executive Director of the Birmingham Bloomfield Community Coalition (BBCC), and Ethan Marcus and Evann Oleshansky, seniors at Groves High School, presented the item.

In reply to Commissioner inquiry, Ms. Mastroianni explained:

- BBCC will be looking further into why young women and girls seem to be negatively impacted at higher rates compared to young men and boys;
- It is possible that young women and girls report having a more difficult time because it is considered less acceptable for them to express frustration or anger;
- It is possible that young women and girls experienced more negative effects from isolation during the pandemic;

- Students and families may be reluctant to have their students speak openly with school counselors because school counselors write students' letters of recommendation to college and university;
- BBCC will be looking into why students reported a decline in substance use and mental health issues in 2015 and an increase in 2016. She said she would be happy to let the Commission know BBCC's conclusions once they are available;
- BBCC will be tracking more of these trends over time moving forward, but some of the issues were measured for the first time in 2021 so the year-over-year trends have not yet been established;
- This data is being shared at Birmingham and Bloomfield Hills schools, with community organizations, and via key findings reports in BBCC's e-newsletters;
- Both Groves and the Bloomfield Hills Parent-Teacher Organization Council have established Health and Wellness Committees to take actions based on the surveys' findings;
- BBCC works with its coalition partners, which include local, regional, and national organizations, to increase the resources available to the BBCC community; and,
- The BBCC would love to work more closely with the City Commission.

In reply to Commissioner inquiry, Mr. Marcus explained:

- Speaking with school counselors may cause students to experience challenging feelings which they are not comfortable navigating while at school;
- Students may also not trust that school counselors are a safe resource to discuss mental health issues;
- Young women and girls are more likely to be comfortable expressing and discussing feelings overall, whereas young men and boys are more often encouraged to repress or deny their feelings, which may also partially account for why fewer young men and boys are willing to report being impacted by mental health or substance use issues;
- Ms. Mastroianni and other BBCC staff report the Youth Action Board's insights to the BBCC Board, and it is valuable for the students to know they have a voice in the organization.

In reply to Commissioner inquiry, Ms. Oleshansky explained she got involved with the Youth Action Board her first year of high school as a way to spend time with friends while participating in an extracurricular activity. She continued to participate because the opportunities to discuss shared issues with students from other schools was valuable.

Commissioner Haig asked Ms. Mastroianni to update the Commission on its findings regarding the change from 2015-2016 once those findings are available.

Commissioner Haig asked how the Commission could best support the BBCC's efforts.

Ms. Mastroianni said publicizing the BBCC's research, messaging, and findings would be helpful. She said it was often difficult to get parents and caregivers 'to even listen to any of this'. She said increased funding would be helpful, noting that BBCC receives $3,000 from the City and spent $50,000 on the survey that produced these findings. She said additional funding particularly for prevention would be helpful. She said the City could also partner with BBCC to expand access to social workers, therapy dogs, and/or other resources already available to the City. She said it would also be helpful to increase youth involvement in the City's work.

Mayor Longe noted that youth serve on many of the City boards.

Commissioner McLain said she would email Ms. Mastroianni about trends between 2015 and 2017 that may have impacted students' mental health and substance use. She said that eighth grade is a particularly difficult time

developmentally for students. She thanked Mr. Marcus and Ms. Oleshansky for their work on the Youth Action Board.

Deborah Macon, BBCC Board Member, said that letting the BBCC address the Commission was a profoundly impactful step. She spoke of the value of having students serve as full members of the BBCC Board, and thanked the Commission for their engagement.

The Commission thanked the BBCC for presenting their findings.

Ms. Mastroianni invited the Commission to contact her with any further questions.

IV. Public Comment

V. Adjourn

Mayor Longe adjourned the meeting at 7:27 p.m.

DRAFT

Birmingham City Commission Minutes
April 11, 2022
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: https://vimeo.com/693372436

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe
Mayor Pro Tem Boutros
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner McLain
Commissioner Schafer

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Assistant City Manager Ecker, City Attorney Kucharek, Consulting City Engineer Surhigh, Deputy Treasurer Todd, Parking Manager Weingartz, Assistant City Engineer Zielinski

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

Announcements

Per the CDC, COVID-19 Community Level for Oakland County is currently Low. The City continues to recommend the public wear masks while attending city meetings. These precautions are recommended while risks for COVID-19 transmission remain from new variants. All City employees, commissioners and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. The City continues to provide KN-95 respirators for all in-person meeting attendees.

As a reminder, the community is encouraged to submit non-emergency concerns or questions to the city via the new GovAlert mobile app. The free app is fast and user-friendly. Simply download the app, available for both iOS and Android devices, and follow the prompts. A short video that explains how to use the app is available at www.bhamgov.org/govalert.

Happy Birthday Commissioner Schafer

Proclamation Recognizing Armenian Genocide Remembrance Day

Proclamation Condemning Violence and Discrimination

DRAFT

The City of Birmingham received a grant through Oakland County Parks and Recreation Grant Program made possible by the Mileage that was passed by voters in November 2020. The Oakland County Parks and Recreation (OCPR) Grant Programs were created to assist local communities with planning, preliminary engineering/design, and construction costs directly related to park improvement and trail projects located in Oakland County. The City received the maximum award of $100,000 for the Adams Park Development Project.

The Historic Greenwood Cemetery was added to the National Parks Service's National Underground Railroad to Freedom Network.

04-100-22 To Limit Public Comment to Four Minutes Per Comment

Due to the public's interest in speaking on the S. Old Woodward topic, Mayor Longe recommended limiting public comment to four minutes per speaker, for the present meeting only, in order to make sure every speaker had a chance to be heard. She asked whether her fellow Commissioners concurred.

Both MPT Boutros and Commissioner Host concurred. There was no further Commissioner comment.

MOTION: Motion by MPT Boutros, seconded by Commissioner Host:
To limit public comment, for the sake of the evening's agenda, to four minutes per speaker per comment.

VOICE VOTE: Ayes, MPT Boutros
Commissioner Host
Commissioner McLain
Commissioner Schafer
Mayor Longe
Commissioner Haig
Commissioner Baller

Nays, None

Mayor Longe asked CC Bingham to keep time for comments, and to raise her hand when a speaker had 30 seconds remaining.

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

State Senator Marshall Bullock introduced himself and stated that due to state redistricting he would now be Birmingham's representative in the State Senate. He described his assignments in the senate, his familiarity with Birmingham, and his commitment to advocating for Birmingham's interests.

Oakland County Commissioner Chuck Moss updated the Commission about current events at the county level.

Dan Marsh, Executive Director of the Birmingham YMCA, updated the Commission on current Birmingham YMCA programming.

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.

04-101-22 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioners Haig and Schafer:
Item A – City Commission Minutes of March 28, 2022

Commissioner Haig: Item I – Peabody Street Parking Structure – Emergency Shoring, Additional Column Investigation and Repair

MOTION: Motion by Commissioner Baller, seconded by MPT Boutros:
To approve the Consent Agenda excluding Items A and I, and with Mayor Longe recusing from voting on Item G.

ROLL CALL VOTE: Ayes, Commissioner Baller
MPT Boutros
Commissioner Host
Commissioner McLain
Commissioner Schafer
Mayor Longe
Commissioner Haig

Nays, None

B. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 30, 2022, in the amount of $489,197.83.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 6, 2022, in the amount of $583,776.59.

D. Resolution approving the contract with KLM Landscape for the purchase and planting of 162 trees for the "2022 Spring Tree Purchase and Plant," for a total project cost not to exceed $70,800.00. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds are available from the following accounts: $17,785.75 from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, $17,785.75 from the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, $18,614.25 from the Local Streets Fund-Operating Supplies account #203-449.005-729.0000, and $16,614.25 from the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 for these services.

E. Resolution to approve the purchase of the larvicide material from Clarke Mosquito Control in the amount not to exceed $10,772.40. Further, to waive the normal bidding requirements based on the government regulated pricing for this type of material. Funds for this purchase will come from the Sewer Fund-Operating Supplies Account #590-536.002-729.0000.

F. Resolution to set a public hearing date of May 9, 2022 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 2225 E. 14 Mile – Our Shepherd – to allow new parking lot landscaping, signage and new covered entries at an existing religious institution in the R2 zoning district.

G. Resolution to set a public hearing date of May 9, 2022 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 220 Merrill – 220 Restaurant – to allow the addition of a new outdoor dining platform in the Merrill St. right-of-way.

H. Resolution authorizing the Request for Qualifications for a professional facilitator to comprehensively guide the City's strategic planning process and complete the final strategic plan document.

04-102-22 (Item A) City Commission Minutes of March 28, 2022

Commissioner Schafer stated that it was she, not Commissioner Host, who nominated Mr. Peard to the Multi-Modal Transportation Board.

Commissioner Haig asked that 'code enforcement' be changed to 'establishments' at the bottom of page 16.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Schafer:
To approve the City Commission minutes of March 28, 2022.

VOICE VOTE: Ayes, Commissioner Haig
Commissioner Schafer
Mayor Longe
Commissioner Baller
MPT Boutros
Commissioner Host
Commissioner McLain

Nays, None

04-103-22 (Item I) Peabody Street Parking Structure – Emergency Shoring, Additional Column Investigation and Repair

In reply to Commissioner Haig, CM Markus and PM Weingartz confirmed that six additional columns in the Peabody Structure were inspected for defects. The six additional columns did not have the same issues as the two that needed to be repaired.

CM Markus stated that this work would extend the life of the Peabody Structure.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
To confirm the City Manager's authorization for the emergency expenditure related to the repair of the Peabody Street Structure Emergency Shoring, Additional Column Investigation and Repair by Pullman SST Inc. for a cost not to exceed $235,000.00 to be charged to the Automobile Parking System Fund, Peabody Parking Structure Capital Outlay Building account #585-538.004-977.0000.

ROLL CALL VOTE: Ayes, Commissioner Haig
Commissioner Host
Commissioner McLain
Commissioner Schafer
Mayor Longe
Commissioner Baller

MPT Boutros

Nays, None

VI. UNFINISHED BUSINESS

None.

VII. NEW BUSINESS

The Mayor and CA Kucharek summarized for the public the purposes of Items 04-104-22 and 04-105-22.

Mayor Longe also noted that her spouse's landlord has an additional property, at which her spouse is not a tenant, within the proposed special assessment district. Upon consultation with the City Attorney, it was determined that this dynamic did not represent a conflict of interest.

CA Kucharek concurred with the Mayor.

04-104-22 Resolution for Confirming S.A.D. #897S and S.A.D. #897W – S. Old Woodward Water & Sewer Lateral Special Assessment

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

DT Todd presented the item.

Rick Rattner said a report found that the lateral sewer leads to 555 S. Old Woodward were investigated and found not to be a part of this assessment. He asked for confirmation from the City.

CM Markus said it was his understanding that Mr. Rattner's statement was correct, and that the roll would have to be amended to remove that item.

ACE Zielinski confirmed that the lateral sewer leads to 555 S. Old Woodward were not included in the roll.

The Mayor closed the public hearing at 8:04 p.m.

MOTION: Motion by MPT Boutros, seconded by Commissioner Schafer:
To confirm Special Assessment Rolls 897S and 897W as indicated in the Staff Report.

ROLL CALL VOTE: Ayes, MPT Boutros
Commissioner Schafer
Mayor Longe
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner McLain

Nays, None

04-105-22 Public Hearing Confirming SAD #897 – S. Old Woodward Sidewalk and Streetscape, Phase 3 Project Area

The Mayor opened the public hearing at 8:05 p.m.

DT Todd presented the item.

The Mayor closed the public hearing at 8:06 p.m.

MOTION: Motion by MPT Boutros, seconded by Commissioner Schafer:
To confirm Special Assessment Roll 897 as indicated in the Staff Report.

ROLL CALL VOTE: Ayes, MPT Boutros
Commissioner Schafer
Mayor Longe
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner McLain

Nays, None

04-106-22 South Old Woodward Phase 3 Paving Project – Contract #1-22 (P) Contract Award

Mayor Longe stated that the Commission received a number of communications regarding this item. She listed the communications received and stated that those communications were included in the public record.

ACE Zielinski, ACM Ecker, Brad Strader of MKSK, and Paul Tulikangas of Nowak & Fraus Engineers presented the item.

CCE Surhigh and ACE Zielinski described the water and sewer updates that occurred in the first two phases of the project and the water and sewer updates that would occur as part of Phase Three.

In reply to Commissioner Host, ACE Zielinski confirmed that the bidder selected for Phase Three also completed Phases One and Two.

It was confirmed for Commissioner McLain that both Phases One and Two were completed early.

In reply to MPT Boutros, Mr. Strader confirmed that the lessons learned from Phases One and Two were being applied in Phase Three.

In reply to Commissioner Haig, Mr. Strader confirmed that the current proposal was the best option for retaining as many parking spaces as possible. He noted that spaces were also retained by adding the infrastructure for electric vehicles (EV) without dedicating any spaces to EV charging at this time.

In reply to the Mayor, Mr. Strader confirmed that 17 parking spaces which would have been lost in previous proposals were added back into the current proposal.

Public Comment
Mayor Longe reminded the public of the four minute limit per speaker per topic.

Bob Krausmann, resident of and realtor for the 555, Daniel Brown, superintendent of the 555, Daniel Morrow, realtor for the 555, Molly Barron, commercial tenant of the 555, Cathy Wilson, business owner on S. Old Woodward, Jodie Ikoff, commercial tenant of the 555, Michelle Russo, general manager of the 555, Blendi Suvaria, operating partner of the Birmingham Pub, and Paul Reagan, resident, expressed concerns about the proposed removal of parking.

Mr. Krausmann provided the Commission with a copy of his letter which outlined his concerns.

Mr. Brown and Ms. Barron also expressed concern about how the proposed location of the bus stop would impact pedestrian safety.

Ms. Barron said that valet services would likely not ameliorate the parking issue during construction since the majority of clients in the area visit for hourly classes, meaning the previous hour's clients would all need to leave at once while the next hour's clients are all arriving.

Michael Lane, area business owner, recommended that the City work with concerned S. Old Woodward business owners to see what accommodations could be made.

John Gardner, business tenant of the 555, and Robert Ziegelman, also a business tenant of the 555, summarized their joint letter to the Commission.

Jack Reinhardt, management agent for the 555, summarized his letter to the Commission.

Rick Rattner, attorney at 380 N. Old Woodward, and a number of other speakers recommended the bus stop remain at Bowers, with possible improvements, instead of being moved in front of the 555.

Mark Nickita, resident near S. Old Woodward, commended Staff and the consultants for the project's public engagement process and the design of the project. He said the project would immensely improve safety and walkability in the S. Old Woodward area.

Stuart Sherman, resident, described the thoroughness of public engagement process and concurred with Mr. Nickita's comments that the project would improve safety and walkability.

Both Messrs. Nickita and Sherman noted that the design of the project had already been approved and was not on the evening's agenda. They both asked the Commission to move the suggested motion.

Cindy Rose, resident near S. Old Woodward, spoke in support of the project.

The Mayor invited Staff to provide clarifying information in reply to some of the concerns raised.

ACE Zielinski clarified that the bus stop would require the removal of two to three parking spaces, not the six mentioned by some speakers. An additional three to four parking spaces at that intersection will have to be removed for safety reasons, regardless of the bus stop's ultimate location.

ACE Zielinski also said he studied parking in the area between 6 a.m. and 8 a.m., which was described by a number of speakers as one of the two peak parking times. He explained that:

- The parking directly in front of the 555 closest to Frank St. is usually fully occupied during that time, with the exception of the accessible parking space;
- The parking on the west side of S. Old Woodward closest to Frank is sometimes occupied during those times, and sometimes not;

- In front of the southern tower of the 555, 10 to 11 parking spaces are usually unoccupied during those times, and across the street from the southern tower of the 555 only one to two parking spaces are usually occupied during those times;
- After 8 a.m. 10 spots are usually open in front of the south part of the 555, and 10 spots are usually open in front of the north part of the 555; and,
- There was limited-to-no use of the parking south of Haynes, and limited use of the parking on the west side of S. Old Woodward.

CM Markus said:

- The project was designed towards improving walkability and safety in the area;
- The City will continue to work with businesses in the area to mitigate the impacts of construction;
- The project's design took into account the differences between N. and S. Old Woodward;
- The bulk of the parking being removed is due to State and Federal safety standards;
- The City continues to work with S. Old Woodward businesses to reduce double driveways to single driveways which could allow the addition of further on-street parking;
- Messrs. Nickita and Sherman were correct that this item was about awarding the contract, and not about the project's design;
- The City could always make further changes to the area if necessary once construction is concluded;
- The Commission could also direct the City to conduct further study if they determine that there is some exceptional need after the contract is awarded; and,
- He recommended that the Commission advance the suggested motion.

MOTION: Motion by Commissioner Baller, seconded by MPT Boutros:
To approve the project budget and award the S. Old Woodward Phase 3 Paving Project #1-22 (P) as presented in the Staff Report.

Commissioner Haig expressed regret that the item was not at a point where possible changes could still be considered. He also noted that conversations occurred between the Multi-Modal Transportation Board, consultants, and Staff about the proposed changes, and that the need for the removal of parking was discussed with the MMTB at that time. He said that while he was not happy about the loss of parking, he was happy about the significant improvements in safety for the area. He said the project would also result in aesthetic improvements to the S. Old Woodward area. He stated that while some of the public would likely appreciate the changes, others would seek to hold the Commission accountable for results they do not appreciate. He stated that almost half of the current Commission was not yet elected during the design process, and could not impact the design process as Commissioners. He said that at this point the Commission had to move the project forward. He said that with the inclusion of his comments he would support the motion.

Commissioner Baller shared his unreserved support for the project. He thanked the public for sharing their opinions, expressed regret that they did not participate in the public engagement process earlier, and stated that the City put immense effort into soliciting public feedback during the design phase. He said the project would result in a much improved S. Old Woodward area and that people would appreciate, and adjust to, the changes. He suggested that the owners of the 555 consider making some of their parking available to patrons visiting the 555's commercial tenants.

Commissioner Host said he supported the motion because of the Commission's charge to safeguard the safety of the City's residents. He stated that while there were some drawbacks to the design, the design would make S. Old Woodward safer, and that the issue of safety remains paramount.

Commissioner McLain concurred with Commissioner Host that safety remains paramount. She said that she could not imagine that the designers did not consider the safety aspect of the project. She said she imagined that there would continue to be conversations about how to improve the safety of the area.

MPT Boutros stated that there was a lengthy design phase, during which as much parking was retained as possible. He explained that the water and sewer infrastructure needs to be improved in the S. Old Woodward area, and that it is appropriate to increase pedestrian safety and walkability as part of that project. He concurred with Commissioner Baller's recommendation that the 555 consider offering parking during the day for the patrons of their commercial tenants. MPT Boutros concluded by offering his support for motion.

Commissioner Schafer concurred with Commissioner Host about the Commission's responsibility for the safety of Birmingham residents, and added that the Commission has a responsibility to those who visit Birmingham as well. She stated that she used to patronize one of the businesses at the 555 and had no issue parking south of Haynes and walking half a block. She said that most people will likely greatly appreciate the improvements to the area. She also attested to the lengthy design and study process. She thanked the consultants and Staff for their work on the project. She concluded by stating her support for both the motion and the project as a whole.

Mayor Longe thanked the Commissioners and public for their comments and letters. She stated the Commission believes it has done its due diligence. She said that while she understood the concerns about the removal of parking, Mr. Nickita was correct in his comments from October 2021 that the water and sewer infrastructure could not be replaced without also making changes to the surface of the street. Consequently, the surface of the road has to be brought into compliance with current safety standards. She noted that MKSK added 17 parking spaces back during the design phase of the project. She said she was glad to hear that the City would continue to ask businesses with two driveways to consider removing one in order to create additional on-street parking. She said she was also glad to hear that the Commission could always raise additional discussion on the project at a future meeting if necessary. She concluded by affirming that the motion on the floor is to approve the contract. She asked the Clerk to call the roll.

ROLL CALL VOTE: Ayes, MPT Boutros
Commissioner Host
Commissioner McLain
Commissioner Schafer
Mayor Longe
Commissioner Baller
Commissioner Haig

Nays, None

04-107-22 Request for Closed Session to Discuss a Periodic Personnel Evaluation of the City Manager

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

MOTION: Motion by Commissioner Host, seconded by MPT Boutros:

To meet in closed session to discuss the personnel evaluation of the City Manager pursuant to Section 8(a) of the Open Meetings Act.

ROLL CALL VOTE: Ayes, MPT Boutros
Commissioner Host
Commissioner McLain
Commissioner Schafer
Mayor Longe
Commissioner Baller
Commissioner Haig

Nays, None

The Commission went into closed session at 10:30 p.m.

The Commission reconvened into open session at 11:28 p.m.

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.

04-108-22 Further Discussion Regarding the Evening's Workshop Topic

MOTION: Motion by Commissioner Baller, seconded by Commissioner Haig:
To have a brief discussion regarding the topic of the evening's workshop.

VOICE VOTE: Ayes, MPT Boutros
Commissioner Host
Commissioner McLain
Commissioner Schafer
Mayor Longe
Commissioner Baller
Commissioner Haig

Nays, None

04-109-22 Downtown Parking

MOTION: Motion by Commissioner Host, seconded by Commissioner Haig:
To consider placing downtown parking on the agenda at the first available opportunity.

In reply to the Mayor, Commissioner Host explained he was looking to clarify what happens in the wake of the parking assessment district.

Commissioner Baller said he was not supportive of the motion.

In reply to the Mayor, CA Kucharek confirmed that parking is prescribed through the City's zoning. She said that further discussion would be inappropriate while a motion was on the table.

VOICE VOTE: Ayes, MPT Boutros
Commissioner Host

Commissioner Haig

Nays, Commissioner McLain
Commissioner Schafer
Mayor Longe
Commissioner Baller

Commission discussion on items from prior meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

A. Commissioner Reports
    1. Notice of Intention to Appoint to the Board of Building Trade Appeals
B. Commissioner Comments

Commissioner Host said he would like the Commission to increase collaboration by having at least annual joint workshops with the City's other boards and committees.

Commissioner Host said he hopes noise from Woodward could be lessened as part of the City's work with MDOT to improve safety on Woodward.

C. Advisory Boards, Committees, Commissioners' Reports and Agendas
D. Legislation
E. City Staff
    1. 2021 Police Annual Report

The Mayor thanked the Police Department for their work.

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 11:28 p.m.

Alexandria Bingham
City Clerk

Laura Eichenhorn
City Transcriptionist

City of Birmingham
Warrant List Dated 04/13/2022

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
284982	*	005123	2400 LINCOLN, LLC	12,198.04
284983		000151	ACE-TEX ENTERPRISES INC	393.44
284984		BDREFUND	ACES AROUND CONSTRUCTION	100.00
284986	*	009393	AMANDA MCBRIDE	250.00
284987	*	008977	JOBMATCH LLC DBA APPLICANTPRO	803.00
284989	*	000500	ARTECH PRINTING INC	252.00
284991		BDREFUND	ASPEN CONSTRUCTION INC	700.00
284993		BDREFUND	B-DRY SYSTEM OF MICHIGAN INC	400.00
284994	*	009383	BATTI LAW PLLC	1,100.00
284995		004931	BIDNET	1,259.08
284996		003526	BOUND TREE MEDICAL, LLC	86.83
284997		007732	CAPITAL TIRE, INC.	578.02
284998		BDREFUND	CARPENTER HOUSE	200.00
284999	*	000444	CDW GOVERNMENT INC	553.96
285000		000605	CINTAS CORPORATION	24.14
285001		000605	CINTAS CORPORATION	25.24
285002	*	001086	JACK TODD- PETTY CASH	203.55
285004		009194	CLARKSTON ANIMAL MEDICAL CENTER	89.00
285005		002234	CMP DISTRIBUTORS INC	27.50
285006	*	008955	COMCAST	355.94
285007	*	000627	CONSUMERS ENERGY	1,519.24
285008	*	007638	MARSHALL CRAWFORD	300.00
285009	*	009145	CREATIVE COLLABORATIONS	3,800.00
285010		004386	CYNERGY PRODUCTS	750.00
285011		BDREFUND	D & W WINDOWS & SUNROOMS	100.00
285012		BDREFUND	DALLOO, KHALID G	40.00
285014		UBREFUND	DEWINDT, WENDY	24,681.00
285016	*	000179	DTE ENERGY	35.30
285017	*	000179	DTE ENERGY	68.60
285018	*	000179	DTE ENERGY	81.99
285019	*	000179	DTE ENERGY	2,543.53
285020	*	000179	DTE ENERGY	112.00
285021	*	000179	DTE ENERGY	1,812.56
285022	*	000179	DTE ENERGY	107.37
285023	*	000179	DTE ENERGY	14.76
285024	*	000179	DTE ENERGY	945.45
285025	*	000179	DTE ENERGY	336.60
285026	*	000179	DTE ENERGY	209.43
285027	*	000179	DTE ENERGY	74.71
285028	*	000180	DTE ENERGY	43,229.51
285029	*	007538	EGANIX, INC.	720.00
285030	*	009100	ENZO WATER SERVICE	800.00

City of Birmingham
Warrant List Dated 04/13/2022

Meeting of 04/25/2022

Check Number	Early Release	Vendor #	Vendor	Amount
285031		BDREFUND	EXCLUSIVE CUSTOM HOMES	500.00
285032		BDREFUND	EXCLUSIVE CUSTOM HOMES/VULMAN	400.00
285035		005964	FIRE SUPPRESSION PRODUCTS, INC	500.00
285036		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	300.00
285037		005347	GMIS INTERNATIONAL	375.00
285038		002532	GOLLING CHRYSLER JEEP DODGE INC	755.47
285039	*	004604	GORDON FOOD	637.10
285040		001447	HALT FIRE INC	3,993.59
285041	*	001956	HOME DEPOT CREDIT SERVICES	233.18
285043	*	009401	IRENE S WASSEL	250.00
285044		BDREFUND	J SIMON SONS ELECTRICAL	40.00
285045		BDREFUND	J. LINK BUILDING & DEV. INC.	100.00
285046		BDREFUND	JAMES BURKE	100.00
285048		008564	JERRY'S TIRE INC	1,374.91
285049		003366	JOE'S ARMY NAVY	229.45
285050		000347	JOHN R. SPRING & TIRE CENTER INC.	580.00
285051	*	007244	CHRISTOPHER JUDKINS	112.00
285052	*	009403	JUSTIN ZAYID	550.00
285053		BDREFUND	KALAJ, ERVIN	100.00
285054		008450	KNOWBE4, INC	6,525.00
285055	*	002659	CHRISTOPHER KOCH	527.86
285056	*	000362	KROGER COMPANY	25.35
285057	*	009386	LAW OFFICE OF BRIAN P. FENECH	2,430.00
285058	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	600.00
285059		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	111.05
285061		BDREFUND	LIDDLE, EDWIN F	300.00
285062		BDREFUND	LIVE WELL CUSTOM HOME LLC	400.00
285063	*	009398	MARCIA C ROSS PC	600.00
285064		BDREFUND	MARTINO ENTERPRISES INC	100.00
285065		BDREFUND	MCGLINCH & SONS	100.00
285066	*	005252	MIAM	375.00
285067	*	009143	MICHAEL SHUKWIT	250.00
285068	*	008279	MICHIGAN MUNICIPAL EXECUTIVES	145.00
285069	*	009400	N.L. SMITHSON & ASSOCIATES PLLC	500.00
285070	*	009394	NACHAWATI LAW PLLC	250.00
285071	*	004876	NATIONAL LEAGUE OF CITIES	2,004.00
285074		BDREFUND	NORTHERN SIGN CO INC	200.00
285075		008712	OAKLAND COUNTY HEALTH DIVISION	298.00
285076	*	009461	OAKLAND COUNTY MUTUAL AID ASSOCIATI	1,050.00
285077	*	004370	OCCUPATIONAL HEALTH CENTERS	261.00
285078	*	000481	OFFICE DEPOT INC	689.00
285080	*	002518	PITNEY BOWES INC	845.88
285081		008974	PREMIER PET SUPPLY	60.99

City of Birmingham
Warrant List Dated 04/13/2022

Check Number	Early Release	Vendor #	Vendor	Amount
285082		002852	QMI GROUP INC	75.00
285083		007797	QUADIENT LEASING USA, INC.	452.97
285084	*	009397	RABAA PLLC	250.00
285085	*	008875	JESSICA RAK	25.00
285086		BDREFUND	RENEWAL BY ANDERSEN	500.00
285087	*	005344	RESERVE ACCOUNT	8,000.00
285088	*	009144	RICHARD TRUDO	1,300.00
285089	*	002806	SAM'S CLUB/SYNCHRONY BANK	23.86
285090		008815	SHI INTERNATIONAL CORP.	999.16
285091	*	009009	SIGNATURE CLEANING LLC	5,975.47
285092	*	008073	SITEONE LANDSCAPE SUPPLY, INC	2,354.32
285093		BDREFUND	SMOLYANOV HOME IMPROVMENT	100.00
285094	*	007907	SP+ CORPORATION	20.00
285095		006783	STATE OF MICHIGAN	30.00
285096	*	006062	STRATEGIC ENERGY SOLUTIONS, INC	2,370.00
285097		000256	SUBURBAN BUICK GMC INC	20.67
285101	*	009399	THE RIPPY + SHEIKH LAW FIRM	500.00
285102		000275	TIRE WHOLESALERS CO INC	827.88
285103		005481	TRI-COUNTY INTL TRUCKS, INC.	136.97
285104	*	004379	TURNER SANITATION, INC	520.00
285105	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	24,612.55
285106		008941	UPTOWN MARKET OF BIRMINGHAM	239.07
285107	*	000293	VAN DYKE GAS CO.	326.59
285108	*	000158	VERIZON WIRELESS	76.02
285109	*	000158	VERIZON WIRELESS	151.06
285110	*	002996	GREG WALD	138.87
285111		BDREFUND	WALLSIDE WINDOWS	500.00
285112	*	004497	WATERFORD REGIONAL FIRE DEPT.	249.80
285113		001490	WEST SHORE FIRE INC	1,005.38
285114	*	008391	XEROX CORPORATION	733.26
285115	*	000309	ZEP SALES AND SERVICE	202.21
			SUBTOTAL PAPER CHECK	$184,376.73

ACH TRANSACTION

5093	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	34,629.63
5094	*	008226	KATHERINE ABELA	1,787.49
5095		009126	AMAZON CAPITAL SERVICES INC	1,499.13
5095	*	009126	AMAZON CAPITAL SERVICES INC	169.77
5096	*	000282	APOLLO FIRE EQUIPMENT	82.00
5098	*	007345	BEVERLY HILLS ACE	28.42
5099	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	84.00
5100		009183	BOB ADAMS TOWING	270.00
5101	*	003282	LISA MARIE BRADLEY	371.87
5102	*	009396	CECILIA QUIRINDONGO BAUNSOE	250.00

Meeting of 04/25/2022

City of Birmingham
Warrant List Dated 04/13/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5103	*	001672	HAYES PRECISION INC	53.00
5104	*	009390	IDUMESARO LAW FIRM, PLLC	600.00
5105		009298	JCR SUPPLY INC	327.17
5106	*	003458	JOE'S AUTO PARTS, INC.	924.01
5107	*	005876	KROPF MECHANICAL SERVICE COMPANY	3,961.00
5108	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,580.00
5109	*	005550	LEE & ASSOCIATES CO., INC.	198.90
5110	*	008158	LOGICALIS INC	9,700.00
5112	*	001089	MUNICODE	11.07
5114	*	001194	NELSON BROTHERS SEWER	2,450.00
5115	*	007755	NETWORK SERVICES COMPANY	1,439.41
5116	*	006359	NYE UNIFORM COMPANY	371.00
5117	*	006853	PAUL C SCOTT PLUMBING INC	341.00
5118		001062	QUALITY COACH COLLISION	4,047.02
5119	*	001181	ROSE PEST SOLUTIONS	74.00
5121		000254	SOCRRA	79,395.00
5122	*	001255	TEKNICOLORS INC	5.49
5123		009254	THOMAS M MARKUS	535.00
5124		009379	YELLOW DOOR LAW	3,750.00
			SUBTOTAL ACH TRANSACTION	$148,935.38
			GRAND TOTAL	$333,312.11

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

Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 04/20/2022

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
		008712	OAKLAND COUNTY HEALTH DIVISION	298.00
285116	*	000158	VERIZON WIRELESS	308.16
285117		000167	ANDERSON ECKSTEIN WESTRICK INC	5,940.00
285117	*	000167	ANDERSON ECKSTEIN WESTRICK INC	539.30
285118	*	000180	DTE ENERGY	8,562.85
285119		000190	DOWNRIVER REFRIGERATION	20.89
285120		000196	EJ USA, INC.	17.04
285121		000230	MIKE SAVOIE CHEVROLET INC	884.24
285122		000249	GUARDIAN ALARM	259.05
285123	*	000293	VAN DYKE GAS CO.	89.07
285124		000344	J.T. EXPRESS, LTD.	3,343.39
285125	*	000477	OAKLAND COUNTY	471,885.84
285127		000522	BIG BEAVER PLUMBING,HEATING INC.	600.00
285128		000595	CARRIER & GABLE INC	246.40
285129	*	000605	CINTAS CORPORATION	90.85
285130		000605	CINTAS CORPORATION	311.34
285132	*	000627	CONSUMERS ENERGY	7,830.04
285135		000888	MCKENNA ASSOCIATES INC	41,864.35
285137	*	000929	CONNIE FOLK	17.25
285138	*	001076	TAYLOR FREEZER OF MICH INC	325.00
285142		001233	GCSAA	150.00
285143	*	001387	MICHIGAN MUNICIPAL LEAGUE	200.00
285144		001415	HORNUNG'S PRO GOLF SALES INC	531.15
285145		001447	HALT FIRE INC	130.71
285146		001489	FEDERAL PIPE & SUPPLY CO., INC	615.00
285147		001669	MACP	1,000.00
285148	*	001753	PEPSI COLA	339.05
285149	*	001956	HOME DEPOT CREDIT SERVICES	1,113.20
285150		002231	BILLINGS LAWN EQUIPMENT INC.	128.17
285151		002566	REYNOLDS WATER	169.60
285152	*	002659	CHRISTOPHER KOCH	190.01
285153	*	003361	BERGER CHEVROLET	45,893.00
285154		003620	LANGUAGE LINE SERVICES INC	35.00
285155		003708	AIRGAS USA, LLC	274.13
285156		003907	CADILLAC ASPHALT, LLC	6,320.97
285157		003934	MADISON GENERATOR SERVICE INC	149.95
285158	*	004188	COFFEE BREAK SERVICE, INC.	41.25
285159	*	004202	SHRED-IT USA	162.86
285160	*	004244	BOLYARD LUMBER	80.84
285162	*	004604	GORDON FOOD	1,773.70
285163		004905	COCM	225.00
285163	*	004905	COCM	370.00

City of Birmingham
Warrant List Dated 04/20/2022

Meeting of 04/25/2022

Check Number	Early Release	Vendor #	Vendor	Amount
285164		005103	GORNO FORD, INC.	25,690.00
285165		005111	TOTAL TRAILER	34.54
285166	*	005634	GINA MOODY	129.22
285168		006104	DAPHNE'S HEADCOVERS	385.97
285169		006319	ULI-URBAN LAND INSTITUTE	65.00
285171	*	006625	PTS COMMUNICATIONS, INC	78.00
285172		006654	FLEETPRIDE INC	458.12
285174		006895	STATE OF MICHIGAN	1,252.50
285174	*	006895	STATE OF MICHIGAN	1,252.50
285175	*	006953	JACQUELYN BRITO	1,395.23
285176	*	006965	7UP DETROIT	281.20
285177	*	006966	BRIDGESTONE GOLF, INC	971.29
285179		007214	MIDWEST ARBORIST SUPPLIES	191.60
285180		007226	VALLEY CITY LINEN, INC	255.69
285181		007702	EASY PICKER GOLF PRODUCTS, INC	942.40
285182		007732	CAPITAL TIRE, INC.	305.80
285184		007985	L.E.O.R.T.C.	95.00
285185		007999	ZEROFRICTION, LLC	252.50
285186		008106	ACUSHNET COMPANY	870.44
285187		008313	MMIA	70.00
285188		008319	MKSK INC	29,790.58
285189		008385	CALLAWAY GOLF	183.47
285189	*	008385	CALLAWAY GOLF	271.50
285190		008564	JERRY'S TIRE INC	1,558.38
285191	*	008614	INDUSTRIAL STEAM CLEANING	475.00
285192	*	008708	DAVID BARTLEY	266.53
285194	*	008955	COMCAST	172.85
285195	*	009238	KATHERINE ROSE COLLINS	192.00
285196		009268	FULL MORTISE	104.00
285197		009275	GREAT LAKES COCA-COLA DISTRIBUTION	414.60
285198		009378	TRI COUNTY EQUIPMENT, INC	540.18
285199	*	009461	OAKLAND COUNTY MUTUAL AID ASSOCIATI	499.50
285200		009462	AMERICAN SWING PRODUCTS, INC	712.50
285202		BDREFUND	KREILTERS LANDSCAPING	100.00
285203		BDREFUND	MARYGROVE AWNING CO	100.00
285204		BDREFUND	SACHSE CONSTRUCTION	65.00
285205		BDREFUND	ARANEAE INC	300.00
285206		BDREFUND	HUNTER ROBERTS HOMES	600.00
285207		BDREFUND	HM HOMES LLC	500.00
285208		BDREFUND	STAY DRY BASEMENT WATERPROOFING INC	100.00
285209		BDREFUND	MAC CONSTRUCTION, INC.	1,660.00
285210		BDREFUND	TOLBERT, KELLY	1,000.00
285211		BDREFUND	BENINATI POOL AND SPA	150.00

City of Birmingham
Warrant List Dated 04/20/2022

Check Number	Early Release	Vendor #	Vendor	Amount
285212		BDREFUND	HOFFMAN ELECTRIC LLC	70.00
285213	*	BDREFUND	CEDAR WORKS INC	153.75
285214	*	BDREFUND	CEDAR WORKS INC	200.00
285215		MISC	REASONABLE ROOFING & REMODELING INC	100.00
285216	*	MISC	SMOKESTACK SWEEP LLC	349.00
285217	*	MISC	JOE PIZIK ELECTRIC, INC.	260.00
285218		MISC	MICHIGAN AUTOMATIC SPRINKLER, INC.	3,975.70
285219		MISC	DOUBLE TREE INN	724.50
285220	*	MISC	HALLER APPRAISAL	145.00
			SUBTOTAL PAPER CHECK	$684,037.69
EFT TRANSFER				
" "		CC MISC	BALLARD INC	229.99
" "		CC MISC	EVENTBRIGHT OAKLAND COUNTY ANN	120.00
" "	*	008730	FACEBOOK HEADQUARTERS	109.84
" "		CC MISC	FULLY.COM	1,837.78
" "		CC MISC	GALL LAMINATING LLC	245.13
" "		009427	GO DADDY	429.99
" "		CC MISC	GOOGLE	3.98
" "		CC MISC	GRAND TRAVERSE RESOIRT AND SPA	169.00
" "		005990	ICC INC	132.00
" "	*	009234	JEFFREY RONDEAU	60.00
" "		CC MISC	LANDMARK SYSTEMS INC	131.00
" "		001106	MAPERS	300.00
" "		004738	MGFOA	70.00
" "		004663	MGIA-MICHIGAN GREEN INDUSTRY ASSOC.	319.00
" "		CC MISC	MI AWWA	130.00
" "		008160	MPARKS	625.00
" "		CC MISC	MR. APPLIANCE OF OAKLAND COUNTY	1,526.97
" "		008657	OCBOA	60.00
" "		CC MISC	PESTED.COM, LLC	245.00
" "		005284	RADISSON HOTEL LANSING	311.00
" "		001334	RECIPROCAL ELECTRICAL COUNCIL INC	65.00
" "		008383	SEMBOIA, INC.	180.00
" "		CC MISC	SPARKOL	39.00
			SUBTOTAL EFT TRANSFER	$7,339.68
ACH TRANSACTION				
5125	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	36,423.03
5126	*	008649	ROBERT ABRAHAM JR.	150.00
5127		009126	AMAZON CAPITAL SERVICES INC	791.67
5127	*	009126	AMAZON CAPITAL SERVICES INC	76.68
5128		000517	BEIER HOWLETT P.C.	41,478.25
5129	*	007345	BEVERLY HILLS ACE	66.22

Meeting of 04/25/2022

City of Birmingham
Warrant List Dated 04/20/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5130		009195	CROWN CASTLE FIBER LLC	4,244.35
5131	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	278.85
5132	*	000565	DORNBOS SIGN & SAFETY INC	1,464.39
5133	*	001077	DUNCAN PARKING TECH INC	11,202.75
5134		006181	FIRST CHOICE COFFEE SERV	244.72
5135	*	007314	FLEIS AND VANDENBRINK ENG. INC	2,685.00
5136	*	000243	GRAINGER	227.76
5137	*	001672	HAYES PRECISION INC	32.50
5138		000331	HUBBELL ROTH & CLARK INC	6,350.00
5139		000261	J.H. HART URBAN FORESTRY	76,210.82
5140	*	003458	JOE'S AUTO PARTS, INC.	1,821.38
5141	*	007827	HAILEY R KASPER	241.87
5142	*	000891	KELLER THOMA	883.95
5143		004085	KONE INC	336.78
5144	*	005876	KROPF MECHANICAL SERVICE COMPANY	1,574.79
5145	*	005550	LEE & ASSOCIATES CO., INC.	3,845.85
5146		007755	NETWORK SERVICES COMPANY	931.40
5147	*	001097	SOCWA	126,784.29
5148	*	004355	SYMETRA LIFE INSURANCE COMPANY	19,559.24
5149		000273	TERMINAL SUPPLY CO.	15.06
5150		008711	VOLVIK USA	479.70
			SUBTOTAL ACH TRANSACTION	$338,401.30
			GRAND TOTAL	$1,029,778.67

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

DATE: **April 25, 2022**

TO: **Thomas Markus, City Manager**

FROM: **Jack Todd, Deputy Treasurer**
Mark Gerber, Finance Director/Treasurer

SUBJECT: **Delinquent Special Assessments/Invoices to the Tax Roll**

INTRODUCTION:

By City ordinance, special assessments and other invoices shall be transferred to the following year tax roll.

BACKGROUND:

As provided in the Birmingham City Code delinquent unpaid special assessments and invoices shall be transferred to the subsequent year tax roll. Attached is a listing of those special assessments and invoices that have been determined to be delinquent. This listing includes penalties and interest as of May 1, 2022 and will be placed on the 2022 City tax roll.

LEGAL REVIEW:

No legal review is required.

FISCAL IMPACT:

The unpaid accounts are detailed on the attached listing and represent a cumulative total of **$406,839.68** including interest and penalties as of May 1, 2022.

PUBLIC COMMUNICATIONS:

During the month of May 2022, property owners with delinquent special assessments and invoices will be notified of their account status and provided with a deadline to pay the unpaid balance prior to the assessment of the penalty and transfer to the tax roll.

SUMMARY:

The City Commission is requested to direct the Treasurer to transfer the delinquent special assessments and invoices, including interest and penalties, to the 2022 tax roll and to authorize the removal from the list any bill paid after City Commission approval.

ATTACHMENTS:

- Delinquent Special Assessment/Invoice tax roll

SUGGESTED COMMISSION ACTION:

Make a motion adopting the following resolution:

WHEREAS, the City Treasurer, in accordance with the provisions in the City Code has reported certain special assessments and invoices, including interest and penalty, unpaid and delinquent on May 1, 2022, and

WHEREAS, the City Code provides that these delinquent special assessments and invoices shall be carried to the next annual City tax roll,

NOW THEREFORE BE IT RESOLVED, that the listing of unpaid and delinquent special assessments and invoices, including interest and penalty, be transferred and reassessed to the 2022 City tax roll with an additional 15% penalty and authorization be given to remove from the list any bills paid after commission approval.

Invoice #	Parcel #	Invoice Type	AMOUNT DUE THRU 5/1/2022	15% PENALTY	TOTAL TO 2022 TAX ROLL
6316	08-19-25-101-001	GRASS/WEED CUTTING	$ 675.00	$ 101.25	$ 776.25
6487	08-19-25-378-016	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6586	08-19-25-378-016	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6631	08-19-25-378-016	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6634	08-19-25-378-016	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6686	08-19-25-378-016	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6458	08-19-25-433-004	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6513	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6514	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6516	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6604	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6605	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6644	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6645	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6701	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6702	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6703	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6737	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6738	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6739	08-19-25-454-005	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6512	08-19-25-454-006	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6740	08-19-25-454-006	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6608	08-19-25-454-007	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
6602	08-19-25-454-008	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6484	08-19-25-456-001	SNOW REMOVAL-COMMERCIAL	$ 660.00	$ 99.00	$ 759.00
6630	08-19-25-456-001	SNOW REMOVAL-COMMERCIAL	$ 660.00	$ 99.00	$ 759.00
6685	08-19-25-456-001	SNOW REMOVAL-COMMERCIAL	$ 660.00	$ 99.00	$ 759.00
6728	08-19-25-456-001	SNOW REMOVAL-COMMERCIAL	$ 660.00	$ 99.00	$ 759.00
6511	08-19-25-456-009	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
6735	08-19-25-456-048	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
5969	08-19-25-483-032	GRASS/WEED CUTTING	$ 136.35	$ 20.45	$ 156.80
6667	08-19-25-485-006	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6531	08-19-25-487-001	RETURNED CHECK FEE	$ 25.00	$ 3.75	$ 28.75
6090	08-19-26-126-020	GRASS/WEED CUTTING	$ 200.00	$ 30.00	$ 230.00
6224	08-19-35-107-021	GRASS/WEED CUTTING	$ 200.00	$ 30.00	$ 230.00
6670	08-19-35-178-015	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6057	08-19-35-226-014	GRASS/WEED CUTTING	$ 202.00	$ 30.30	$ 232.30
6232	08-19-35-481-008	RETURNED CHECK FEE	$ 25.00	$ 3.75	$ 28.75
6092	08-19-35-481-015	GRASS/WEED CUTTING	$ 200.00	$ 30.00	$ 230.00
6228	08-19-35-481-015	GRASS/WEED CUTTING	$ 200.00	$ 30.00	$ 230.00
6383	08-19-35-481-015	GRASS/WEED CUTTING	$ 200.00	$ 30.00	$ 230.00
6532	08-19-36-129-002	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6693	08-19-36-129-003	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6524	08-19-36-138-002	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6526	08-19-36-138-003	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
6527	08-19-36-138-003	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6625	08-19-36-138-003	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
6626	08-19-36-138-003	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6709	08-19-36-138-003	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
6747	08-19-36-138-003	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00

6748	08-19-36-138-003	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6665	08-19-36-152-030	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
5993	08-19-36-155-008	GRASS/WEED CUTTING	$ 200.00	$ 30.00	$ 230.00
6673	08-19-36-155-024	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6651	08-19-36-177-028	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6652	08-19-36-177-029	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6653	08-19-36-177-031	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6666	08-19-36-185-001	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6541	08-19-36-185-023	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6620	08-19-36-201-014	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
6682	08-19-36-201-015	SNOW REMOVAL-COMMERCIAL	$ 120.00	$ 18.00	$ 138.00
6683	08-19-36-201-015	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
6726	08-19-36-201-015	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
6617	08-19-36-204-006	SNOW REMOVAL-COMMERCIAL	$ 480.00	$ 72.00	$ 552.00
6471	08-19-36-204-014	SNOW REMOVAL-COMMERCIAL	$ 420.00	$ 63.00	$ 483.00
6583	08-19-36-204-014	SNOW REMOVAL-COMMERCIAL	$ 420.00	$ 63.00	$ 483.00
6615	08-19-36-204-014	SNOW REMOVAL-COMMERCIAL	$ 420.00	$ 63.00	$ 483.00
6721	08-19-36-204-014	SNOW REMOVAL-COMMERCIAL	$ 420.00	$ 63.00	$ 483.00
6622	08-19-36-204-016	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
6742	08-19-36-204-016	SNOW REMOVAL-COMMERCIAL	$ 180.00	$ 27.00	$ 207.00
6681	08-19-36-204-027	SNOW REMOVAL-COMMERCIAL	$ 480.00	$ 72.00	$ 552.00
6724	08-19-36-204-027	SNOW REMOVAL-COMMERCIAL	$ 480.00	$ 72.00	$ 552.00
6469	08-19-36-208-012	SNOW REMOVAL-COMMERCIAL	$ 600.00	$ 90.00	$ 690.00
6581	08-19-36-208-012	SNOW REMOVAL-COMMERCIAL	$ 600.00	$ 90.00	$ 690.00
6613	08-19-36-208-012	SNOW REMOVAL-COMMERCIAL	$ 600.00	$ 90.00	$ 690.00
6678	08-19-36-208-012	SNOW REMOVAL-COMMERCIAL	$ 600.00	$ 90.00	$ 690.00
6711	08-19-36-208-012	SNOW REMOVAL-COMMERCIAL	$ 600.00	$ 90.00	$ 690.00
6472	08-19-36-208-015	SNOW REMOVAL-COMMERCIAL	$ 480.00	$ 72.00	$ 552.00
6095	08-19-36-229-025	RETURNED CHECK FEE	$ 25.00	$ 3.75	$ 28.75
6466	08-19-36-233-004	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6457	08-19-36-233-008	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6223	08-19-36-255-025	GRASS/WEED CUTTING	$ 200.00	$ 30.00	$ 230.00
6542	08-19-36-257-064	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6663	08-19-36-330-006	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6059	08-19-36-376-019	GRASS/WEED CUTTING	$ 136.35	$ 20.45	$ 156.80
6543	08-19-36-401-005	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6662	08-19-36-426-026	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6188	08-19-36-429-020	GRASS/WEED CUTTING	$ 135.00	$ 20.25	$ 155.25
6569	08-19-36-456-011	RETURNED CHECK FEE	$ 25.00	$ 3.75	$ 28.75
6193	08-19-36-480-030	RETURNED CHECK FEE	$ 25.00	$ 3.75	$ 28.75
6540	08-19-36-482-038	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6539	08-19-36-483-004	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
5998	08-19-36-483-005	GRASS/WEED CUTTING	$ 135.00	$ 20.25	$ 155.25
6259	08-20-30-329-119	RETURNED CHECK FEE	$ 25.00	$ 3.75	$ 28.75
6677	08-20-30-353-012	RETURNED CHECK FEE	$ 25.00	$ 3.75	$ 28.75
6253	08-20-30-381-016	RETURNED CHECK FEE	$ 25.00	$ 3.75	$ 28.75
5447	08-20-31-101-039	REPLACE 6" SIDEWALK	$ 102.88	$ 15.43	$ 118.31
6462	08-20-31-127-012	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
5439	08-20-31-130-003	REPLACE 6" SIDEWALK	$ 308.64	$ 46.30	$ 354.94
5992	08-20-31-151-038	GRASS/WEED CUTTING	$ 135.00	$ 20.25	$ 155.25
6041	08-20-31-151-038	GRASS/WEED CUTTING	$ 136.35	$ 20.45	$ 156.80
6227	08-20-31-151-038	GRASS/WEED CUTTING	$ 135.00	$ 20.25	$ 155.25
6287	08-20-31-151-038	GRASS/WEED CUTTING	$ 135.00	$ 20.25	$ 155.25
6657	08-20-31-152-044	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00

6658	08-20-31-152-044	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6570	08-20-31-153-005	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6058	08-20-31-155-033	GRASS/WEED CUTTING	$ 136.35	$ 20.45	$ 156.80
6158	08-20-31-177-006	RETURNED CHECK FEE	$ 25.00	$ 3.75	$ 28.75
6573	08-20-31-178-052	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6551	08-20-31-179-042	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6236	08-20-31-206-090	RETURNED CHECK FEE	$ 25.00	$ 3.75	$ 28.75
6576	08-20-31-302-005	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6072	08-20-31-302-047	GRASS/WEED CUTTING	$ 135.00	$ 20.25	$ 155.25
5433	08-20-31-306-023	REPLACE 6" SIDEWALK	$ 102.88	$ 15.43	$ 118.31
5990	08-20-31-353-007	GRASS/WEED CUTTING	$ 135.00	$ 20.25	$ 155.25
6659	08-20-31-354-008	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6187	08-20-31-356-002	GRASS/WEED CUTTING	$ 200.00	$ 30.00	$ 230.00
6044	08-20-31-358-005	GRASS/WEED CUTTING	$ 136.35	$ 20.45	$ 156.80
6043	08-20-31-358-008	GRASS/WEED CUTTING	$ 136.35	$ 20.45	$ 156.80
6580	08-20-31-358-025	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6579	08-20-31-358-039	SNOW REMOVAL-RES	$ 100.00	$ 15.00	$ 115.00
6453	08-20-31-377-001	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6070	08-20-31-380-002	GRASS/WEED CUTTING	$ 135.00	$ 20.25	$ 155.25
6675	08-20-31-381-004	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6649	08-20-31-382-026	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
6455	08-20-31-383-007	SNOW REMOVAL-RES	$ 200.00	$ 30.00	$ 230.00
			$ 29,079.50	**$ 4,361.93**	**$ 33,441.43**

District	Name	Parcel #	2021 Installment	15% Penalty	Total
SAD848	E MAPLE ROAD PAVING SEWER LATERALS	08-20-30-378-014	$ 95.08	$ 14.26	$ 109.34
SAD849	PIERCE AND MERRILL STREETS	08-19-36-201-019	$ 4,904.87	$ 735.73	$ 5,640.60
SAD855	COLE ST SEWER LATERALS	08-20-31-179-047	$ 93.09	$ 13.96	$ 107.05
SAD855	COLE ST SEWER LATERALS	08-20-31-179-051	$ 96.89	$ 14.53	$ 111.42
SAD857	CLARK STREET PAVING	08-19-36-254-009	$ 642.48	$ 96.37	$ 738.85
SAD857	CLARK STREET PAVING	08-19-36-255-001	$ 605.99	$ 90.90	$ 696.89
SAD858	MOHEGAN KENNESAW SEWER LATERALS	08-19-25-403-007	$ 118.64	$ 17.80	$ 136.44
SAD858	MOHEGAN KENNESAW SEWER LATERALS	08-19-25-403-016	$ 118.64	$ 17.80	$ 136.44
SAD859	N ETON SEWER LATERALS	08-20-30-381-027	$ 5.37	$ 0.81	$ 6.18
SAD864A	ALLEY PAVING-HAMILTON TO PARK ST	08-19-25-456-001	$ 1,018.89	$ 152.83	$ 1,171.72
SAD864A	ALLEY PAVING-HAMILTON TO PARK ST	08-19-25-456-007	$ 5,290.83	$ 793.62	$ 6,084.45
SAD864A	ALLEY PAVING-HAMILTON TO PARK ST	08-19-25-456-034	$ 1,070.26	$ 160.54	$ 1,230.80
SAD871	CATALPA SEWER LATERALS	08-19-36-452-005	$ 242.63	$ 36.39	$ 279.02
SAD872	VILLA PAVING	08-20-31-102-043	$ 1,116.52	$ 167.48	$ 1,284.00
SAD872	VILLA PAVING	08-20-31-102-022	$ 1,149.89	$ 172.48	$ 1,322.37
SAD872	VILLA PAVING	08-20-31-102-023	$ 1,164.72	$ 174.71	$ 1,339.43
SAD872	VILLA PAVING	08-20-31-127-012	$ 1,248.95	$ 187.34	$ 1,436.29
SAD872	VILLA PAVING	08-20-31-127-016	$ 1,162.60	$ 174.39	$ 1,336.99
SAD872	VILLA PAVING	08-20-31-127-021	$ 1,172.13	$ 175.82	$ 1,347.95
SAD872	VILLA PAVING	08-20-31-103-010	$ 1,172.13	$ 175.82	$ 1,347.95
SAD872	VILLA PAVING	08-20-31-103-012	$ 1,131.11	$ 169.67	$ 1,300.78
SAD872	VILLA PAVING	08-20-31-103-019	$ 1,176.37	$ 176.46	$ 1,352.83
SAD872	VILLA PAVING	08-20-31-103-025	$ 1,078.66	$ 161.80	$ 1,240.46
SAD872	VILLA PAVING	08-20-31-103-035	$ 1,728.54	$ 259.28	$ 1,987.82
SAD873	HAMILTON AVE SEWER LATERALS	08-19-25-454-005	$ 1,076.25	$ 161.44	$ 1,237.69
SAD873	HAMILTON AVE SEWER LATERALS	08-19-25-454-006	$ 277.50	$ 41.63	$ 319.13
SAD873	HAMILTON AVE SEWER LATERALS	08-19-25-454-008	$ 210.00	$ 31.50	$ 241.50
SAD873	HAMILTON AVE SEWER LATERALS	08-19-25-456-001	$ 210.00	$ 31.50	$ 241.50
SAD874A	HAMILTON AVE SIDEWALK/STREETSCAPE	08-19-25-454-006	$ 358.80	$ 53.82	$ 412.62
SAD874A	HAMILTON AVE SIDEWALK/STREETSCAPE	08-19-25-454-008	$ 370.62	$ 55.59	$ 426.21
SAD874A	HAMILTON AVE SIDEWALK/STREETSCAPE	08-19-25-456-001	$ 1,231.11	$ 184.67	$ 1,415.78
SAD874A	HAMILTON AVE SIDEWALK/STREETSCAPE	08-19-25-456-007	$ 1,311.67	$ 196.75	$ 1,508.42
SAD874A	HAMILTON AVE SIDEWALK/STREETSCAPE	08-19-25-456-029	$ 333.02	$ 49.95	$ 382.97
SAD875A	HAMILTON STREET LIGHTING	08-19-25-456-029	$ 1,049.74	$ 157.46	$ 1,207.20
SAD880	OLD WOODWARD SEWER LATERALS	08-19-36-201-014	$ 494.40	$ 74.16	$ 568.56
SAD880	OLD WOODWARD SEWER LATERALS	08-19-36-202-016	$ 1,386.00	$ 207.90	$ 1,593.90
SAD880	OLD WOODWARD SEWER LATERALS	08-19-25-456-018	$ 2.47	$ 0.37	$ 2.84
SAD880W	OLD WOODWARD WATER LATERALS	08-19-36-201-014	$ 296.00	$ 44.40	$ 340.40
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-25-378-016	$ 4,119.28	$ 617.89	$ 4,737.17
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-36-201-014	$ 3,965.90	$ 594.89	$ 4,560.79
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-36-201-018	$ 16,044.36	$ 2,406.65	$ 18,451.01
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-36-206-005	$ 9,405.32	$ 1,410.80	$ 10,816.12
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-36-204-006	$ 4,064.50	$ 609.68	$ 4,674.18
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-25-456-001	$ 3,878.25	$ 581.74	$ 4,459.99
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-36-206-001	$ 18,331.69	$ 2,749.75	$ 21,081.44
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-36-206-006	$ 10,090.04	$ 1,513.51	$ 11,603.55
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-36-206-007	$ 2,968.95	$ 445.34	$ 3,414.29
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-36-206-008	$ 8,287.85	$ 1,243.18	$ 9,531.03
SAD881	OLD WOODWARD STREETSCAPE ENHANCEMNT	08-19-25-378-026	$ 7,641.48	$ 1,146.22	$ 8,787.70
SAD893	LAKEVIEW AVENUE PAVING	08-19-25-301-006	$ 983.56	$ 147.53	$ 1,131.09
SAD893	LAKEVIEW AVENUE PAVING	08-19-25-304-011	$ 895.00	$ 134.25	$ 1,029.25
SAD893	LAKEVIEW AVENUE PAVING	08-19-26-427-027	$ 911.50	$ 136.73	$ 1,048.23
SAD893	LAKEVIEW AVENUE PAVING	08-19-26-427-034	$ 959.80	$ 143.97	$ 1,103.77
SAD893S	LAKEVIEW SEWER LATERAL	08-19-26-427-031	$ 247.00	$ 37.05	$ 284.05
SAD893S	LAKEVIEW SEWER LATERAL	08-19-26-427-037	$ 240.50	$ 36.08	$ 276.58
SAD893W	LAKEVIEW WATER LATERAL	08-19-26-427-032	$ 0.30	$ 0.05	$ 0.35
			$ 129,248.14	**$ 19,387.22**	**$ 148,635.36**

District	Name	Parcel #	2022 Installment	15% Penalty	Total
SAD856	EAST MAPLE GARDENS SEWER LATERALS	08-20-30-451-020	$ 199.31	$ 29.90	$ 229.21
SAD856	EAST MAPLE GARDENS SEWER LATERALS	08-20-30-451-025	$ 207.67	$ 31.15	$ 238.82
SAD856	EAST MAPLE GARDENS SEWER LATERALS	08-20-30-477-015	$ 274.51	$ 41.18	$ 315.69
SAD856	EAST MAPLE GARDENS SEWER LATERALS	08-20-30-453-015	$ 242.93	$ 36.44	$ 279.37
SAD863	CUMMINGS ST PAVING	08-19-36-479-008	$ 693.50	$ 104.03	$ 797.53
SAD865	SEWER LATERALS	08-19-36-451-011	$ 160.88	$ 24.13	$ 185.01
SAD865	SEWER LATERALS	08-19-36-379-017	$ 167.31	$ 25.10	$ 192.41
SAD865	SEWER LATERALS	08-19-36-353-023	$ 199.49	$ 29.92	$ 229.41
SAD867A	HAMILTON ALLEY SEWER LATERALS	08-19-25-456-007	$ 20.74	$ 3.11	$ 23.85
SAD876	WEBSTER STREET SEWER LATERALS	08-20-31-153-048	$ 133.86	$ 20.08	$ 153.94
SAD876	WEBSTER STREET SEWER LATERALS	08-20-31-153-055	$ 139.68	$ 20.95	$ 160.63
SAD876	WEBSTER STREET SEWER LATERALS	08-20-31-178-046	$ 98.94	$ 14.84	$ 113.78
SAD876	WEBSTER STREET SEWER LATERALS	08-20-31-154-015	$ 203.70	$ 30.56	$ 234.26
SAD876	WEBSTER STREET SEWER LATERALS	08-20-31-154-017	$ 192.06	$ 28.81	$ 220.87
SAD876	WEBSTER STREET SEWER LATERALS	08-20-31-154-027	$ 215.34	$ 32.30	$ 247.64
SAD877	VILLA SEWER LATERALS	08-20-31-102-022	$ 368.20	$ 55.23	$ 423.43
SAD877	VILLA SEWER LATERALS	08-20-31-127-016	$ 377.64	$ 56.65	$ 434.29
SAD877	VILLA SEWER LATERALS	08-20-31-127-021	$ 405.97	$ 60.90	$ 466.87
SAD883S	2018 SEWER LATERALS LOCAL STREETS	08-19-36-403-018	$ 230.13	$ 34.52	$ 264.65
SAD883S	2018 SEWER LATERALS LOCAL STREETS	08-19-36-428-012	$ 145.12	$ 21.77	$ 166.89
SAD883S	2018 SEWER LATERALS LOCAL STREETS	08-19-36-430-038	$ 172.65	$ 25.90	$ 198.55
SAD883W	2018 WATER LATERALS LOCAL STREETS	08-19-36-430-033	$ 93.29	$ 13.99	$ 107.28
SAD883W	2018 WATER LATERALS LOCAL STREETS	08-19-36-403-018	$ 105.74	$ 15.86	$ 121.60
SAD883W	2018 WATER LATERALS LOCAL STREETS	08-19-36-428-011	$ 176.22	$ 26.43	$ 202.65
SAD883W	2018 WATER LATERALS LOCAL STREETS	08-19-36-428-012	$ 176.22	$ 26.43	$ 202.65
SAD883W	2018 WATER LATERALS LOCAL STREETS	08-19-36-430-038	$ 82.93	$ 12.44	$ 95.37
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-179-002	$ 15.63	$ 2.34	$ 17.97
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-328-005	$ 391.01	$ 58.65	$ 449.66
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-328-006	$ 486.82	$ 73.02	$ 559.84
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-328-008	$ 326.79	$ 49.02	$ 375.81
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-328-009	$ 551.89	$ 82.78	$ 634.67
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-328-014	$ 1,966.49	$ 294.97	$ 2,261.46
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-328-023	$ 481.65	$ 72.25	$ 553.90
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-328-024	$ 604.80	$ 90.72	$ 695.52
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-328-034	$ 306.28	$ 45.94	$ 352.22
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-330-001	$ 2,182.51	$ 327.38	$ 2,509.89
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-376-099	$ 16,467.60	$ 2,470.14	$ 18,937.74
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-378-012	$ 15.26	$ 2.29	$ 17.55
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-455-002	$ 3,075.03	$ 461.25	$ 3,536.28
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-456-001	$ 6,368.25	$ 955.24	$ 7,323.49
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-456-007	$ 3,322.27	$ 498.34	$ 3,820.61
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-456-018	$ 16.96	$ 2.54	$ 19.50
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-456-029	$ 2,307.48	$ 346.12	$ 2,653.60
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-25-483-019	$ 448.76	$ 67.31	$ 516.07
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-126-017	$ 68.73	$ 10.31	$ 79.04
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-128-006	$ 2,499.62	$ 374.94	$ 2,874.56
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-132-007	$ 92.93	$ 13.94	$ 106.87
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-201-014	$ 5,140.13	$ 771.02	$ 5,911.15
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-202-017	$ 8,960.11	$ 1,344.02	$ 10,304.13
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-202-018	$ 16,467.60	$ 2,470.14	$ 18,937.74
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-204-006	$ 2,235.84	$ 335.38	$ 2,571.22
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-204-014	$ 4,260.15	$ 639.02	$ 4,899.17
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-204-016	$ 660.98	$ 99.15	$ 760.13

SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-208-011	$ 711.86	$ 106.78	$ 818.64
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-208-012	$ 851.41	$ 127.71	$ 979.12
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-210-005	$ 1,509.02	$ 226.35	$ 1,735.37
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-226-007	$ 1,403.65	$ 210.55	$ 1,614.20
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-226-021	$ 126.72	$ 19.01	$ 145.73
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-227-006	$ 861.85	$ 129.28	$ 991.13
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-227-008	$ 1,225.33	$ 183.80	$ 1,409.13
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-227-024	$ 2,452.44	$ 367.87	$ 2,820.31
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-228-005	$ 41.71	$ 6.26	$ 47.97
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-230-004	$ 864.17	$ 129.63	$ 993.80
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-253-029	$ 1,003.56	$ 150.53	$ 1,154.09
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-278-012	$ 1,765.53	$ 264.83	$ 2,030.36
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-283-009	$ 2,519.06	$ 377.86	$ 2,896.92
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-285-006	$ 19.89	$ 2.98	$ 22.87
SAD887	PRINCIPAL SHOPPING F/Y 2021-2022	08-19-36-202-019	$ 6,468.44	$ 970.27	$ 7,438.71
SAD888	STREETSCAPE AND STREET LIGHTS	08-19-25-455-002	$ 643.62	$ 96.54	$ 740.16
SAD891	QUARTON LAKE SEWER LATERALS	08-19-26-178-006	$ 288.47	$ 43.27	$ 331.74
SAD891	QUARTON LAKE SEWER LATERALS	08-19-26-178-007	$ 233.00	$ 34.95	$ 267.95
SAD895S	TOWNSEND ST SEWER	08-19-36-135-035	$ 11.28	$ 1.69	$ 12.97
SAD895S	TOWNSEND ST SEWER	08-19-36-135-040	$ 11.28	$ 1.69	$ 12.97
SAD895S	TOWNSEND ST SEWER	08-19-36-135-051	$ 11.28	$ 1.69	$ 12.97
SAD895S	TOWNSEND ST SEWER	08-19-36-135-053	$ 11.28	$ 1.69	$ 12.97
SAD895S	TOWNSEND ST SEWER	08-19-36-135-060	$ 11.28	$ 1.69	$ 12.97
SAD895S	TOWNSEND ST SEWER	08-19-36-135-067	$ 11.28	$ 1.69	$ 12.97
SAD895S	TOWNSEND ST SEWER	08-19-36-135-068	$ 11.28	$ 1.69	$ 12.97
SAD895S	TOWNSEND ST SEWER	08-19-36-135-027	$ 47.86	$ 7.18	$ 55.04
SAD895S	TOWNSEND ST SEWER	08-19-36-135-029	$ 21.43	$ 3.21	$ 24.64
SAD895S	TOWNSEND ST SEWER	08-19-36-135-031	$ 21.43	$ 3.21	$ 24.64
SAD896	MAPLE ROAD STREETSCAPE	08-19-25-377-006	$ 15,374.04	$ 2,306.11	$ 17,680.15
SAD896	MAPLE ROAD STREETSCAPE	08-19-25-378-008	$ 2,374.79	$ 356.22	$ 2,731.01
SAD896	MAPLE ROAD STREETSCAPE	08-19-25-456-035	$ 3,301.98	$ 495.30	$ 3,797.28
SAD896	MAPLE ROAD STREETSCAPE	08-19-25-456-023	$ 3,301.98	$ 495.30	$ 3,797.28
SAD896	MAPLE ROAD STREETSCAPE	08-19-25-456-024	$ 1,601.33	$ 240.20	$ 1,841.53
SAD896	MAPLE ROAD STREETSCAPE	08-19-25-456-034	$ 2,113.27	$ 316.99	$ 2,430.26
SAD896	MAPLE ROAD STREETSCAPE	08-19-25-456-027	$ 1,056.64	$ 158.50	$ 1,215.14
SAD896	MAPLE ROAD STREETSCAPE	08-19-25-456-050	$ 1,056.64	$ 158.50	$ 1,215.14
SAD896	MAPLE ROAD STREETSCAPE	08-19-25-456-029	$ 5,282.12	$ 792.32	$ 6,074.44
SAD896	MAPLE ROAD STREETSCAPE	08-19-25-456-037	$ 10,324.91	$ 1,548.74	$ 11,873.65
SAD896	MAPLE ROAD STREETSCAPE	08-19-36-207-001	$ 11,332.41	$ 1,699.86	$ 13,032.27
SAD896	MAPLE ROAD STREETSCAPE	08-19-36-206-018	$ 5,367.70	$ 805.16	$ 6,172.86
SAD896	MAPLE ROAD STREETSCAPE	08-19-36-206-020	$ 4,252.96	$ 637.94	$ 4,890.90
SAD896	MAPLE ROAD STREETSCAPE	08-19-36-206-002	$ 4,464.28	$ 669.64	$ 5,133.92
SAD896	MAPLE ROAD STREETSCAPE	08-19-36-206-001	$ 2,351.01	$ 352.65	$ 2,703.66
SAD896	MAPLE ROAD STREETSCAPE	08-19-36-128-003	$ 3,698.22	$ 554.73	$ 4,252.95
SAD896	MAPLE ROAD STREETSCAPE	08-19-36-128-002	$ 2,113.27	$ 316.99	$ 2,430.26
SAD896	MAPLE ROAD STREETSCAPE	08-19-36-127-001	$ 7,713.43	$ 1,157.01	$ 8,870.44
			$ 195,445.99	**$ 29,316.90**	**$ 224,762.89**

MEMORANDUM

DATE: **April 25, 2022**

TO: **Thomas Markus, City Manager**

FROM: **Jack Todd, Deputy Treasurer**
Mark Gerber, Finance Director/Treasurer

SUBJECT: **Delinquent Water/Sewage Charges to Tax Roll**

INTRODUCTION:

By City ordinance, water and sewer bills which are delinquent for more than 6 months on April 30th shall be transferred to the following year tax roll.

BACKGROUND:

As provided in Chapter 114, Section 114-303 of the city code, the properties on the attached listing represent delinquent and unpaid water/sewage services that have remained delinquent for a period of six months or greater as of April 30, 2022. The ordinance states that a 15% penalty is to be assessed on these delinquent balances when they are transferred to the tax roll.

LEGAL REVIEW:

No legal review is required.

FISCAL IMPACT:

The unpaid accounts are detailed on the attached listing and represent a cumulative total of **$247,357.66** including interest and penalties as of May 1, 2022.

PUBLIC COMMUNICATIONS:

During the month of April 2022, property owners with delinquent accounts will be notified of their account status and provided with a deadline to pay the unpaid balance prior to the assessment of the penalty and transfer to the tax roll.

SUMMARY:

The City Commission is requested to direct the Treasurer to transfer the unpaid bills, including interest and penalty, to the 2022 tax roll and to authorize removal from the list any bills paid or a payment plan agreement signed after City Commission approval.

ATTACHMENTS:

- Delinquent water/sewer tax roll

SUGGESTED COMMISSION ACTION:

Make a motion adopting the following resolution:

WHEREAS, The City Treasurer, in accordance with Chapter 114, Section 114-303, of the city code has reported certain water/sewage accounts, including interest and penalty, unpaid and delinquent on May 1, 2022, and

WHEREAS, Chapter 114, Section 114-303, of the city code provides that these payments shall be carried to the next annual city tax roll.

NOW, THEREFORE, BE IT RESOLVED, that the properties with unpaid and delinquent water/sewage accounts, listed in the Delinquent Water/Sewer Tax Roll, dated April 13, 2022, including interest and penalty, be transferred and reassessed to the 2022 city tax roll and authorization be given to remove from the list any bills paid or a payment plan agreement signed after commission approval.

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-19-36-255-018	00481-10842	1094 LINCOLN CT	$ 1,433.41	$ 215.01	$ 1,648.42
08-19-36-255-032	00497-10870	1058 FLOYD ST	$ 616.30	$ 92.45	$ 708.75
08-19-36-257-054	00563-11020	1006 ANN ST	$ 119.75	$ 17.96	$ 137.71
08-19-36-256-004	00653-10888	941 PURDY ST	$ 739.09	$ 110.86	$ 849.95
08-19-36-279-005	00757-22190	950 S OLD WOODWARD AVE	$ 126.96	$ 19.04	$ 146.00
08-19-36-103-055	00080-78198	711 MAPLE HILL LN	$ 390.51	$ 58.58	$ 449.09
08-19-36-103-029	00087-38146	536 SOUTHFIELD RD	$ 95.19	$ 14.28	$ 109.47
08-19-36-155-025	00108-59062	730 WALLACE ST	$ 803.81	$ 120.57	$ 924.38
08-19-36-153-019	00128-38972	620 HANNA ST	$ 527.75	$ 79.16	$ 606.91
08-19-36-181-008	00156-59532	724 S BATES ST	$ 453.13	$ 67.97	$ 521.10
08-19-36-135-020	00184-78588	460 W BROWN ST	$ 1,177.18	$ 176.58	$ 1,353.76
08-19-36-129-002	00204-98378	175 W MAPLE RD	$ 305.60	$ 45.84	$ 351.44
08-19-26-454-029	00217-95316	183 PURITAN AVE	$ 102.62	$ 15.39	$ 118.01
08-19-26-453-026	00228-95246	187 PILGRIM AVE	$ 653.00	$ 97.95	$ 750.95
08-19-26-452-001	00246-55128	476 FAIRFAX ST	$ 947.21	$ 142.08	$ 1,089.29
08-19-26-401-019	00253-14736	767 FAIRFAX ST	$ 2,287.40	$ 343.11	$ 2,630.51
08-19-26-378-022	00268-34598	345 KIMBERLEY ST	$ 772.89	$ 115.93	$ 888.82
08-19-26-330-003	00272-94540	1849 PINE ST	$ 660.92	$ 99.14	$ 760.06
08-19-26-129-003	00295-73224	1298 N GLENHURST DR	$ 508.88	$ 76.33	$ 585.21
08-19-26-131-009	00318-53298	1387 CHESTERFIELD AVE	$ 574.09	$ 86.11	$ 660.20
08-19-26-201-005	00319-33546	1496 CHESTERFIELD AVE	$ 393.15	$ 58.97	$ 452.12
08-19-26-201-003	00328-13542	1633 QUARTON RD	$ 281.20	$ 42.18	$ 323.38
08-19-26-254-004	00350-34158	1030 PILGRIM AVE	$ 3,589.96	$ 538.49	$ 4,128.45
08-19-26-279-009	00383-74306	1152 LAKESIDE DR	$ 1,758.94	$ 263.84	$ 2,022.78
08-19-26-279-020	00384-94328	1030 LAKESIDE DR	$ 1,033.08	$ 154.96	$ 1,188.04
08-19-35-430-009	00429-77820	955 NORTHLAWN BLVD	$ 1,591.69	$ 238.75	$ 1,830.44
08-19-35-302-002	00458-77156	2440 FAIRWAY DR	$ 221.93	$ 33.29	$ 255.22
08-19-35-177-028	00520-76254	1062 S GLENHURST DR	$ 1,502.04	$ 225.31	$ 1,727.35
08-19-35-178-020	00539-16300	698 WESTCHESTER WAY	$ 748.47	$ 112.27	$ 860.74
08-19-35-129-004	00549-16006	181 WESTCHESTER WAY	$ 2,400.21	$ 360.03	$ 2,760.24
08-19-35-201-043	00560-56538	1717 MIDVALE ST	$ 478.86	$ 71.83	$ 550.69
08-19-35-201-026	00563-16504	590 MERRITT LN	$ 1,152.93	$ 172.94	$ 1,325.87
08-19-35-201-044	00570-96540	638 PLEASANT ST	$ 1,561.73	$ 234.26	$ 1,795.99
08-19-35-227-022	00601-36816	294 LINDEN RD	$ 824.23	$ 123.63	$ 947.86
08-19-25-454-005	07375-23358	245 HAMILTON ROW	$ 232.07	$ 34.81	$ 266.88
08-19-25-487-006	00759-93148	165 N ADAMS RD	$ 860.69	$ 129.10	$ 989.79
08-19-25-404-013	00778-12300	619 RIVENOAK ST	$ 1,377.30	$ 206.60	$ 1,583.90
08-19-25-401-007	00785-52220	487 MADISON ST	$ 194.55	$ 29.18	$ 223.73
08-19-25-480-005	00797-12914	768 OAKLAND AVE	$ 1,157.58	$ 173.64	$ 1,331.22
08-19-25-460-016	00799-72838	567 RIDGEDALE AVE	$ 545.83	$ 81.87	$ 627.70
08-19-25-277-008	00081-63768	1033 PUTNEY ST	$ 2,498.09	$ 374.71	$ 2,872.80
08-19-25-280-001	00081-93850	770 HENLEY ST	$ 1,411.57	$ 211.74	$ 1,623.31
08-19-25-278-001	00082-05772	600 ABBEY ST	$ 1,150.38	$ 172.56	$ 1,322.94
08-19-25-253-014	00082-85586	511 HENLEY ST	$ 495.03	$ 74.25	$ 569.28
08-19-25-180-004	00083-49416	144 WIMBLETON DR	$ 557.30	$ 83.60	$ 640.90
08-19-25-428-001	00856-32408	812 KENNESAW ST	$ 1,093.42	$ 164.01	$ 1,257.43
08-20-30-376-005	08753-15874	1763 DORCHESTER RD	$ 970.71	$ 145.61	$ 1,116.32
08-20-30-352-010	08783-15684	1380 DORCHESTER RD	$ 4,694.90	$ 704.24	$ 5,399.14
08-20-30-352-020	08821-15704	1383 YORKSHIRE RD	$ 2,059.34	$ 308.90	$ 2,368.24
08-20-30-353-002	08903-15708	1150 YORKSHIRE RD	$ 1,569.01	$ 235.35	$ 1,804.36
08-20-31-101-014	08983-17512	1616 E MAPLE RD	$ 143.81	$ 21.57	$ 165.38
08-20-31-101-024	09013-17532	1171 YOSEMITE BLVD	$ 1,277.14	$ 191.57	$ 1,468.71
08-20-30-328-088	09653-15278	1783 GRAEFIELD RD UNIT 123	$ 127.53	$ 19.13	$ 146.66
08-19-36-227-008	09933-24072	859 FOREST AVE	$ 117.85	$ 17.68	$ 135.53
08-19-36-227-008	09935-10332	855 FOREST AVE	$ 176.68	$ 26.50	$ 203.18
08-19-36-227-006	09939-10328	295 ELM ST	$ 132.96	$ 19.94	$ 152.90
08-19-36-229-001	09963-24080	343 ELM ST	$ 66.78	$ 10.02	$ 76.80
08-19-36-229-016	10009-10414	909 CHESTNUT ST	$ 1,119.68	$ 167.95	$ 1,287.63
08-19-36-233-010	10109-10534	1020 HAZEL ST	$ 405.27	$ 60.79	$ 466.06

08-20-31-177-056	10229-18800	1720 HAYNES ST	$ 117.24	$ 17.59	$ 134.83
08-20-31-152-023	10317-18198	1355 HAYNES ST	$ 958.36	$ 143.75	$ 1,102.11
08-20-31-130-017	10523-18030	1831 BOWERS ST	$ 295.26	$ 44.29	$ 339.55
08-20-31-130-006	10563-18010	1870 HAZEL ST	$ 364.32	$ 54.65	$ 418.97
08-20-31-130-003	10569-18004	1824 HAZEL ST	$ 590.56	$ 88.58	$ 679.14
08-20-31-104-016	10583-17826	1704 HAZEL ST	$ 142.52	$ 21.38	$ 163.90
08-20-31-103-062	10661-17784	1753 HAZEL ST	$ 264.71	$ 39.71	$ 304.42
08-20-30-456-008	10787-17190	2510 YORKSHIRE RD	$ 2,181.04	$ 327.16	$ 2,508.20
08-20-30-455-003	10819-17122	2064 YORKSHIRE RD	$ 2,142.52	$ 321.38	$ 2,463.90
08-20-30-477-015	10913-17318	2896 DORCHESTER RD	$ 689.74	$ 103.46	$ 793.20
08-20-30-428-021	11359-16812	2735 WINDEMERE RD	$ 325.00	$ 48.75	$ 373.75
08-20-30-405-017	11403-16480	2317 WINDEMERE RD	$ 366.65	$ 55.00	$ 421.65
08-20-30-404-032	11405-16446	2287 WINDEMERE RD	$ 299.49	$ 44.92	$ 344.41
08-20-30-404-017	11435-16416	2015 WINDEMERE RD	$ 1,695.25	$ 254.29	$ 1,949.54
08-20-30-404-016	11467-16414	2282 MANCHESTER RD	$ 1,063.93	$ 159.59	$ 1,223.52
08-20-30-427-031	11727-16764	755 COOLIDGE HWY	$ 377.66	$ 56.65	$ 434.31
08-20-30-176-013	11925-14732	1889 DERBY RD	$ 809.86	$ 121.48	$ 931.34
08-20-30-153-039	11937-14720	1709 DERBY RD	$ 1,426.55	$ 213.98	$ 1,640.53
08-19-36-402-010	12259-12818	1331 CEDAR DR	$ 405.26	$ 60.79	$ 466.05
08-20-31-151-041	12411-18134	1445 HOLLAND ST	$ 607.26	$ 91.09	$ 698.35
08-20-31-178-005	12557-18812	1654 HOLLAND ST	$ 974.06	$ 146.11	$ 1,120.17
08-20-31-153-066	12621-18390	801 S ADAMS RD	$ 1,867.13	$ 280.07	$ 2,147.20
08-20-31-178-050	12713-18902	1899 WEBSTER ST	$ 316.93	$ 47.54	$ 364.47
08-20-31-154-051	12893-18494	1467 COLE ST	$ 50.48	$ 7.57	$ 58.05
08-20-31-155-030	13185-18568	1155 E LINCOLN ST	$ 674.50	$ 101.18	$ 775.68
08-20-31-301-021	13255-19268	1474 E LINCOLN ST	$ 488.05	$ 73.21	$ 561.26
08-20-31-302-003	13433-19358	33828 WOODWARD AVE	$ 1,070.55	$ 160.58	$ 1,231.13
08-20-31-304-038	13565-19556	1423 BENNAVILLE AVE	$ 143.52	$ 21.53	$ 165.05
08-20-31-352-008	13697-20006	1392 CHAPIN AVE	$ 712.03	$ 106.80	$ 818.83
08-20-31-331-025	13905-19910	1875 BANBURY ST	$ 1,807.38	$ 271.11	$ 2,078.49
08-20-31-377-008	14157-20626	1621 TORRY ST	$ 668.51	$ 100.28	$ 768.79
08-20-31-454-008	14325-21332	2075 E 14 MILE RD	$ 1,201.08	$ 180.16	$ 1,381.24
08-20-31-452-015	14443-21180	1797 S ETON ST	$ 709.14	$ 106.37	$ 815.51
08-20-31-453-037	14565-21296	1700 E MELTON RD	$ 247.17	$ 37.08	$ 284.25
08-20-31-456-015	14671-21378	1692 HANLEY CT	$ 99.33	$ 14.90	$ 114.23
08-20-31-403-027	14715-21038	2193 SHEFFIELD RD	$ 481.16	$ 72.17	$ 553.33
08-19-36-426-042	14785-13086	33989 WOODWARD AVE	$ 1,881.92	$ 282.29	$ 2,164.21
08-19-36-428-008	14845-13118	748 RUFFNER AVE	$ 915.52	$ 137.33	$ 1,052.85
08-19-36-430-038	15091-13418	831 CHAPIN AVE	$ 530.66	$ 79.60	$ 610.26
08-19-36-430-033	15101-13408	731 CHAPIN AVE	$ 263.14	$ 39.47	$ 302.61
08-19-36-432-048	15243-13562	615 EMMONS AVE	$ 1,436.94	$ 215.54	$ 1,652.48
08-20-31-353-007	15293-20066	1250 EMMONS AVE	$ 571.12	$ 85.67	$ 656.79
08-20-31-358-039	15845-20532	1395 E 14 MILE RD	$ 130.11	$ 19.52	$ 149.63
08-19-36-483-005	15877-14440	1135 E 14 MILE RD	$ 116.94	$ 17.54	$ 134.48
08-19-36-482-038	15897-14386	901 E 14 MILE RD	$ 50.48	$ 7.57	$ 58.05
08-19-36-452-005	15937-13662	490 CATALPA DR	$ 181.91	$ 27.29	$ 209.20
08-19-36-455-017	16105-13790	479 BIRD AVE	$ 333.70	$ 50.06	$ 383.76
08-19-36-457-011	16123-13920	570 BIRD AVE	$ 1,008.37	$ 151.26	$ 1,159.63
08-19-36-333-009	16299-12064	1537 HENRIETTA ST	$ 233.14	$ 34.97	$ 268.11
08-19-36-328-003	16465-11698	1165 S BATES ST	$ 1,161.11	$ 174.17	$ 1,335.28
08-19-36-332-008	16503-11978	1521 S BATES ST	$ 1,128.24	$ 169.24	$ 1,297.48
08-19-36-378-016	16555-12606	1991 S BATES ST	$ 473.33	$ 71.00	$ 544.33
08-19-36-377-028	16575-12556	1844 S BATES ST	$ 1,041.68	$ 156.25	$ 1,197.93
08-19-36-307-007	17229-11452	1563 BIRMINGHAM BLVD	$ 866.25	$ 129.94	$ 996.19
08-19-36-302-002	17341-11292	1175 SHIPMAN BLVD	$ 207.37	$ 31.11	$ 238.48
08-19-36-301-016	17519-11286	1119 SOUTHFIELD RD	$ 648.66	$ 97.30	$ 745.96
08-19-35-402-014	01784-77596	1570 NORTHLAWN BLVD	$ 987.20	$ 148.08	$ 1,135.28
08-19-36-352-019	17855-12278	1750 BIRMINGHAM BLVD	$ 196.30	$ 29.45	$ 225.75
08-19-26-452-002	01791-15130	454 FAIRFAX ST	$ 1,905.36	$ 285.80	$ 2,191.16
08-20-31-176-021	17955-18676	1901 HAYNES ST	$ 251.09	$ 37.66	$ 288.75
08-19-36-426-014	18073-13030	872 E LINCOLN ST	$ 685.63	$ 102.84	$ 788.47

08-19-35-402-006	01881-57580	1473 FAIRWAY DR	$ 669.45	$ 100.42	$ 769.87
08-20-31-356-012	18873-20346	1563 SHEFFIELD RD	$ 303.02	$ 45.45	$ 348.47
08-19-35-104-026	01901-55694	412 BERWYN ST	$ 1,543.42	$ 231.51	$ 1,774.93
08-19-35-276-006	01937-16996	779 ARLINGTON ST	$ 2,785.75	$ 417.86	$ 3,203.61
08-19-36-254-009	19381-10786	984 CLARK ST	$ 1,400.96	$ 210.14	$ 1,611.10
08-20-31-152-036	19409-18224	1645 HAYNES ST	$ 483.29	$ 72.49	$ 555.78
08-20-31-383-067	19493-25258	1601 E 14 MILE RD	$ 359.66	$ 53.95	$ 413.61
08-20-31-177-023	19567-18734	1960 HAYNES ST	$ 856.59	$ 128.49	$ 985.08
08-19-36-331-016	19667-11916	1643 WASHINGTON BLVD	$ 1,582.76	$ 237.41	$ 1,820.17
08-20-30-451-009	19719-16924	2182 BUCKINGHAM AVE	$ 86.48	$ 12.97	$ 99.45
08-20-31-356-004	19785-20330	1761 TAUNTON RD	$ 1,072.96	$ 160.94	$ 1,233.90
08-19-36-451-010	19801-13616	212 CATALPA DR	$ 949.24	$ 142.39	$ 1,091.63
08-19-36-229-010	19957-10402	1030 FOREST AVE	$ 442.30	$ 66.35	$ 508.65
08-19-35-307-008	02074-37280	2288 NORTHLAWN BLVD	$ 451.47	$ 67.72	$ 519.19
08-19-36-351-023	20857-12164	1862 SHIPMAN BLVD	$ 1,535.80	$ 230.37	$ 1,766.17
08-19-26-401-005	02114-34708	720 CHESTERFIELD AVE	$ 1,513.28	$ 226.99	$ 1,740.27
08-19-36-185-033	21289-25266	990 PIERCE ST	$ 2,260.53	$ 339.08	$ 2,599.61
08-19-35-127-032	02138-55920	245 ARGYLE ST	$ 648.35	$ 97.25	$ 745.60
08-19-35-202-054	02151-16710	1492 W LINCOLN ST	$ 281.81	$ 42.27	$ 324.08
08-19-25-328-014	21575-23222	704 N OLD WOODWARD AVE	$ 85.15	$ 12.77	$ 97.92
08-20-31-352-020	21731-20030	1590 CHAPIN AVE	$ 224.30	$ 33.65	$ 257.95
08-19-25-353-043	02185-91804	232 BALDWIN RD	$ 447.39	$ 67.11	$ 514.50
08-19-35-102-027	02189-95560	2435 DEVON LN	$ 1,405.34	$ 210.80	$ 1,616.14
08-19-36-451-011	21947-13618	238 CATALPA DR	$ 639.53	$ 95.93	$ 735.46
08-19-26-452-011	02195-95148	184 FAIRFAX ST	$ 155.62	$ 23.34	$ 178.96
08-19-25-328-052	02240-51562	576 PARK ST	$ 1,274.31	$ 191.15	$ 1,465.46
08-20-31-376-005	22667-20578	1848 BANBURY ST	$ 246.98	$ 37.05	$ 284.03
08-20-30-356-013	22765-15850	1489 E MAPLE RD	$ 1,272.43	$ 190.86	$ 1,463.29
08-20-31-177-040	23019-18768	1775 HOLLAND ST	$ 900.52	$ 135.08	$ 1,035.60
08-19-26-330-005	02310-94544	1805 PINE ST	$ 620.64	$ 93.10	$ 713.74
08-20-31-151-002	23279-24160	619 S ADAMS RD	$ 86.67	$ 13.00	$ 99.67
08-20-31-179-054	23309-19032	1951 COLE ST	$ 248.46	$ 37.27	$ 285.73
08-20-31-302-047	23475-19446	1427 HUMPHREY AVE	$ 406.57	$ 60.99	$ 467.56
08-20-30-329-052	23607-15488	1702 GRAEFIELD RD UNIT 52	$ 1,402.98	$ 210.45	$ 1,613.43
08-19-36-476-005	23743-13938	686 EMMONS AVE	$ 140.83	$ 21.12	$ 161.95
08-19-36-129-006	02380-38386	148 PIERCE ST	$ 341.90	$ 51.29	$ 393.19
08-20-31-330-018	23901-19850	1711 BANBURY ST	$ 531.93	$ 79.79	$ 611.72
08-20-30-328-121	23925-15344	720 GRAEFIELD CT UNIT 156	$ 99.70	$ 14.96	$ 114.66
08-20-31-179-047	24011-19018	1859 COLE ST	$ 214.10	$ 32.12	$ 246.22
08-20-30-404-014	24143-16410	2246 MANCHESTER RD	$ 1,634.85	$ 245.23	$ 1,880.08
08-20-31-252-006	24415-19214	2182 COLE ST	$ 1,140.10	$ 171.02	$ 1,311.12
08-20-30-428-022	24639-16814	2757 WINDEMERE RD	$ 667.15	$ 100.07	$ 767.22
08-19-35-327-035	02464-57452	1768 NORTHLAWN BLVD	$ 944.44	$ 141.67	$ 1,086.11
08-20-31-177-054	25075-18796	1971 HOLLAND ST	$ 155.13	$ 23.27	$ 178.40
08-20-30-403-016	25343-16350	2590 PEMBROKE RD	$ 819.50	$ 122.93	$ 942.43
08-19-26-402-018	02553-94790	783 SUFFIELD AVE	$ 1,063.77	$ 159.57	$ 1,223.34
08-20-31-154-041	25739-18474	1315 COLE ST	$ 1,783.48	$ 267.52	$ 2,051.00
08-20-31-452-017	25865-21184	1827 S ETON ST	$ 153.78	$ 23.07	$ 176.85
08-20-30-329-110	25915-15604	1946 GRAEFIELD RD	$ 975.53	$ 146.33	$ 1,121.86
08-19-36-176-026	25953-27094	459 W BROWN ST IRRIGATION	$ 752.04	$ 112.81	$ 864.85
08-20-30-478-074	25965-27944	2711 E MAPLE RD	$ 343.28	$ 51.49	$ 394.77
08-20-30-478-075	25967-27946	2715 E MAPLE RD	$ 234.66	$ 35.20	$ 269.86
08-20-30-478-076	25969-27948	2721 E MAPLE RD	$ 841.89	$ 126.28	$ 968.17
08-20-30-478-077	25971-27950	2723 E MAPLE RD	$ 436.23	$ 65.43	$ 501.66
08-20-30-478-078	25973-27952	2725 E MAPLE RD	$ 451.38	$ 67.71	$ 519.09
08-20-30-478-079	25975-27954	2727 E MAPLE RD	$ 272.23	$ 40.83	$ 313.06
08-20-30-478-080	25979-27956	2731 E MAPLE RD	$ 176.49	$ 26.47	$ 202.96
08-20-30-478-081	25981-27958	2733 E MAPLE RD	$ 896.49	$ 134.47	$ 1,030.96
08-20-30-478-082	25983-27960	2735 E MAPLE RD	$ 650.09	$ 97.51	$ 747.60
08-20-30-478-083	25985-27962	2737 E MAPLE RD	$ 409.82	$ 61.47	$ 471.29
08-20-30-478-074	26003-28440	2711 E MAPLE RD FIRE	$ 31.05	$ 4.66	$ 35.71

08-20-30-478-074	26005-28438	2711 E MAPLE RD	$ 49.68	$ 7.45	$ 57.13
08-20-30-402-033	26411-16314	2281 MANCHESTER RD	$ 1,323.56	$ 198.53	$ 1,522.09
08-19-36-478-009	26587-27872	790 DAVIS AVE	$ 564.76	$ 84.71	$ 649.47
08-19-36-255-025	26899-10856	912 FLOYD ST	$ 749.81	$ 112.47	$ 862.28
08-20-31-381-009	27003-20746	1628 PENISTONE ST	$ 527.89	$ 79.18	$ 607.07
08-19-26-227-001	02703-53854	1578 LAKESIDE DR	$ 160.86	$ 24.13	$ 184.99
08-19-36-377-037	27095-12574	1990 S BATES ST	$ 233.14	$ 34.97	$ 268.11
08-19-36-137-003	02711-18774	211 TOWNSEND ST	$ 472.29	$ 70.84	$ 543.13
08-19-35-426-005	02758-57642	1155 W LINCOLN ST	$ 1,927.79	$ 289.17	$ 2,216.96
08-19-25-328-014	27647-28582	706 N OLD WOODWARD AVE	$ 236.48	$ 35.47	$ 271.95
08-19-25-328-014	27649-29404	704 N OLD WOODWARD AVE	$ 85.15	$ 12.77	$ 97.92
08-20-30-426-063	27977-16702	807 COOLIDGE HWY	$ 302.62	$ 45.39	$ 348.01
08-20-31-301-038	28095-19302	1285 RUFFNER AVE	$ 472.45	$ 70.87	$ 543.32
08-20-31-329-013	28189-19798	1845 HUMPHREY AVE	$ 1,711.04	$ 256.66	$ 1,967.70
08-19-26-226-007	02826-93780	1027 QUARTON RD	$ 1,454.18	$ 218.13	$ 1,672.31
08-19-36-187-002	28415-28908	287 W BROWN ST	$ 189.83	$ 28.47	$ 218.30
08-20-30-406-006	28527-16522	2388 WINDEMERE RD	$ 607.63	$ 91.14	$ 698.77
08-20-30-328-067	28599-15236	1653 GRAEFIELD RD UNIT 102	$ 287.98	$ 43.20	$ 331.18
08-19-25-304-033	02862-11170	729 VINEWOOD AVE	$ 1,025.11	$ 153.77	$ 1,178.88
08-19-36-136-012	02865-78762	350 W BROWN ST UNIT 1	$ 590.79	$ 88.62	$ 679.41
08-20-30-426-049	28887-16674	2647 PEMBROKE RD	$ 709.71	$ 106.46	$ 816.17
08-19-36-480-013	28977-30144	832 SMITH AVE	$ 961.16	$ 144.17	$ 1,105.33
08-19-36-478-004	29025-14022	664 DAVIS AVE	$ 324.96	$ 48.74	$ 373.70
08-19-36-302-008	29231-30152	1100 BIRMINGHAM BLVD	$ 741.98	$ 111.30	$ 853.28
08-19-36-456-047	29409-26758	251 E 14 MILE RD	$ 226.01	$ 33.90	$ 259.91
08-19-35-129-009	02943-96016	299 WESTCHESTER WAY	$ 553.54	$ 83.03	$ 636.57
08-19-36-480-021	29641-14200	986 SMITH AVE	$ 196.68	$ 29.50	$ 226.18
08-20-31-178-068	29653-30210	1629 WEBSTER ST	$ 1,126.77	$ 169.02	$ 1,295.79
08-20-30-406-030	29679-16570	2527 BUCKINGHAM AVE	$ 597.90	$ 89.69	$ 687.59
08-19-36-285-002	29833-11232	1077 S WORTH ST	$ 521.04	$ 78.16	$ 599.20
08-19-25-477-004	02984-72870	876 MADISON ST	$ 1,492.20	$ 223.83	$ 1,716.03
08-19-36-182-007	03028-39554	875 STANLEY BLVD	$ 88.44	$ 13.27	$ 101.71
08-19-35-202-026	03038-96654	1073 PLEASANT ST	$ 1,364.03	$ 204.60	$ 1,568.63
08-19-36-402-014	30465-12826	1393 CEDAR DR	$ 921.98	$ 138.30	$ 1,060.28
08-19-26-330-019	03053-54572	1776 WINTHROP LN	$ 996.94	$ 149.54	$ 1,146.48
08-19-36-426-013	30695-13028	848 E LINCOLN ST	$ 348.76	$ 52.31	$ 401.07
08-19-25-427-023	03098-72402	1067 KENNESAW ST	$ 1,381.84	$ 207.28	$ 1,589.12
08-19-26-476-016	03098-95358	477 LAKE PARK DR	$ 1,339.42	$ 200.91	$ 1,540.33
08-19-36-227-015	31103-10346	1011 FOREST AVE	$ 1,744.86	$ 261.73	$ 2,006.59
08-19-36-157-002	03131-19164	855 WALLACE ST	$ 161.51	$ 24.23	$ 185.74
08-19-36-379-029	31807-27986	1825 HENRIETTA ST	$ 753.88	$ 113.08	$ 866.96
08-19-35-105-001	03183-15702	2368 RADNOR ST	$ 554.45	$ 83.17	$ 637.62
08-20-31-357-013	31893-28408	1336 SMITH AVE	$ 119.97	$ 18.00	$ 137.97
08-19-36-333-036	32051-12118	1682 PIERCE ST	$ 297.75	$ 44.66	$ 342.41
08-20-31-301-033	32109-19292	1211 RUFFNER AVE	$ 355.07	$ 53.26	$ 408.33
08-19-35-430-005	03226-57812	1061 NORTHLAWN BLVD	$ 40.69	$ 6.10	$ 46.79
08-20-30-355-010	32369-15804	1690 DORCHESTER RD	$ 1,341.94	$ 201.29	$ 1,543.23
08-20-31-152-011	32499-18174	1622 BOWERS ST	$ 778.60	$ 116.79	$ 895.39
08-20-30-453-010	32503-17048	2252 DORCHESTER RD	$ 1,159.88	$ 173.98	$ 1,333.86
08-20-31-301-018	32521-19262	1404 E LINCOLN ST	$ 50.48	$ 7.57	$ 58.05
08-20-31-352-023	32629-20036	1449 EMMONS AVE	$ 117.19	$ 17.58	$ 134.77
08-19-36-403-017	32685-12928	411 BENNAVILLE AVE	$ 923.55	$ 138.53	$ 1,062.08
08-19-25-330-006	03277-91634	181 EUCLID AVE	$ 151.22	$ 22.68	$ 173.90
08-20-31-101-031	32853-17546	1447 YOSEMITE BLVD	$ 525.50	$ 78.83	$ 604.33
08-19-36-430-015	32915-29968	862 BENNAVILLE AVE	$ 319.34	$ 47.90	$ 367.24
08-19-35-102-008	03316-15522	421 CRANBROOK RD	$ 1,741.24	$ 261.19	$ 2,002.43
08-19-35-180-010	03320-16436	883 LARCHLEA DR	$ 1,192.79	$ 178.92	$ 1,371.71
08-19-36-377-002	33225-12504	1727 WASHINGTON BLVD	$ 254.95	$ 38.24	$ 293.19
08-20-31-357-029	33269-27054	1283 BIRD AVE	$ 139.34	$ 20.90	$ 160.24
08-20-30-428-031	33315-16832	657 COOLIDGE HWY	$ 1,386.36	$ 207.95	$ 1,594.31
08-19-35-105-010	03336-75720	2145 W MAPLE RD	$ 256.71	$ 38.51	$ 295.22

08-20-31-329-009	33503-19790	1968 W MELTON RD	$ 1,058.27	$ 158.74	$ 1,217.01
08-20-30-404-022	33593-16426	2107 WINDEMERE RD	$ 294.79	$ 44.22	$ 339.01
08-20-30-329-102	33859-15588	1984 GRAEFIELD RD	$ 350.50	$ 52.58	$ 403.08
08-19-36-426-002	33975-13006	636 E LINCOLN ST	$ 103.65	$ 15.55	$ 119.20
08-20-30-328-099	33997-15300	695 GRAEFIELD CT UNIT 134	$ 168.99	$ 25.35	$ 194.34
08-19-36-306-022	34007-11434	1640 BIRMINGHAM BLVD	$ 1,080.59	$ 162.09	$ 1,242.68
08-19-36-451-008	34173-25208	174 CATALPA DR	$ 1,868.21	$ 280.23	$ 2,148.44
08-19-25-304-039	03429-71182	575 GREENWOOD ST	$ 138.78	$ 20.82	$ 159.60
08-19-26-276-003	03432-54198	1060 PURITAN AVE	$ 668.85	$ 100.33	$ 769.18
08-20-31-154-055	34371-18502	1539 COLE ST	$ 408.90	$ 61.34	$ 470.24
08-19-36-152-030	03442-98928	647 WATKINS ST	$ 324.35	$ 48.65	$ 373.00
08-19-36-432-007	34575-30964	746 CHAPIN AVE	$ 1,053.66	$ 158.05	$ 1,211.71
08-20-31-452-028	34631-21206	1704 MANSFIELD RD	$ 835.81	$ 125.37	$ 961.18
08-19-36-233-004	34705-10522	896 HAZEL ST	$ 72.39	$ 10.86	$ 83.25
08-19-26-426-006	03471-54948	746 PURITAN AVE	$ 144.81	$ 21.72	$ 166.53
08-19-36-430-053	34733-29970	806 BENNAVILLE AVE	$ 2,312.91	$ 346.94	$ 2,659.85
08-20-31-179-040	34751-19004	1771 COLE ST	$ 876.93	$ 131.54	$ 1,008.47
08-20-31-176-018	34781-18670	1861 HAYNES ST	$ 253.44	$ 38.02	$ 291.46
08-19-36-185-005	34791-22432	771 HENRIETTA ST	$ 360.64	$ 54.10	$ 414.74
08-19-36-135-102	34851-26592	520 W BROWN ST	$ 444.18	$ 66.63	$ 510.81
08-20-31-103-019	34853-17698	1474 VILLA RD	$ 38.67	$ 5.80	$ 44.47
08-19-36-426-030	34947-13062	863 RUFFNER AVE	$ 227.70	$ 34.16	$ 261.86
08-19-35-305-005	03499-17232	1375 CRANBROOK RD	$ 1,605.25	$ 240.79	$ 1,846.04
08-20-30-327-019	35087-15102	1997 PEMBROKE RD	$ 1,943.88	$ 291.58	$ 2,235.46
08-20-31-151-038	35095-18128	1395 HOLLAND ST	$ 211.22	$ 31.68	$ 242.90
08-19-35-202-068	03510-56738	400 ARLINGTON ST	$ 161.94	$ 24.29	$ 186.23
08-19-36-426-035	35131-13072	967 RUFFNER AVE	$ 273.80	$ 41.07	$ 314.87
08-20-31-304-042	35207-19564	1483 BENNAVILLE AVE	$ 173.63	$ 26.04	$ 199.67
08-20-30-451-018	35361-16942	2109 DORCHESTER RD	$ 156.52	$ 23.48	$ 180.00
08-20-30-353-019	35493-15742	1351 E MAPLE RD	$ 1,421.57	$ 213.24	$ 1,634.81
08-20-30-401-012	11894-01123	2202 DERBY RD	$ 1,950.41	$ 292.56	$ 2,242.97
08-19-36-482-064	15754-14333	832 BIRD AVE	$ 306.05	$ 45.91	$ 351.96
08-20-30-301-004	00088-11274	1185 MANCHESTER RD	$ 2,184.33	$ 327.65	$ 2,511.98
08-20-31-455-006	00000-11477	2101 E 14 MILE RD	$ 406.38	$ 60.96	$ 467.34
08-19-25-281-041	00000-11538	1005 WIMBLETON DR	$ 374.10	$ 56.12	$ 430.22
08-19-36-156-020	00133-99150	512 WALLACE ST	$ 1,083.06	$ 162.46	$ 1,245.52
08-19-35-202-039	00585-76680	414 ARLINGTON ST	$ 271.79	$ 40.77	$ 312.56
08-19-26-477-013	00608-15414	1128 W MAPLE RD	$ 561.18	$ 84.18	$ 645.36
08-20-31-155-033	13191-18574	1211 E LINCOLN ST	$ 96.41	$ 14.46	$ 110.87
08-20-31-306-009	13637-24470	33618 WOODWARD AVE	$ 39.98	$ 6.00	$ 45.98
08-20-31-358-008	15795-20470	1264 BIRD AVE	$ 45.43	$ 6.81	$ 52.24
08-19-36-480-066	24789-14290	731 BIRD AVE	$ 190.00	$ 28.50	$ 218.50
08-19-25-456-037	00000-11447	35001 WOODWARD AVE VACANT	$ 66.48	$ 9.97	$ 76.45
08-19-25-451-021	00000-11493	OAKLAND AVE VACANT	$ 94.54	$ 14.18	$ 108.72
08-19-26-126-021	00000-11522	1555 CHESTERFIELD AVE	$ 411.20	$ 61.68	$ 472.88
08-19-26-126-020	00000-11523	1573 CHESTERFIELD AVE	$ 370.52	$ 55.58	$ 426.10
08-19-26-126-014	00292-53168	1870 REDDING RD	$ 2,457.40	$ 368.61	$ 2,826.01
			$ 215,093.56	**$ 32,264.10**	**$ 247,357.66**

City of Birmingham
A Walkable Community

MEMORANDUM

Finance

DATE: **April 14, 2022**

TO: **Thomas M. Markus, City Manager**

FROM: **Mark Gerber, Finance Director/Treasurer**

SUBJECT: **Retiree Health Care Investment Fund Investment Policy Statement**

INTRODUCTION:
The City Commission is being asked to approve the revised Retiree Health Care Investment Fund Investment Policy Statement as recommended by our investment consultant.

BACKGROUND:
In August of 2021, the City awarded CAPTRUST Financial Advisors as the investment consultants for the City's pension and retiree health care investment funds. CAPTRUST is one of the largest financial advisors to both public and private sector retirement plans. As part of their service, they reviewed the current investment policy statements for the pension and retiree health care funds. They found that these policy statements had not been significantly updated for a long period of time. They also found that the policy statements were very specific in their language and investment targets. Having this specific language in the policy statements could pose problems with complying with the policy. In their experience, it is recommended to have a policy which is more generic yet provide all the provisions as required by state statute.

Their legal team drafted new policy statements for the pension and retiree health care investment funds. These draft policies were reviewed by the Retirement Investment Committee and changes were made based on that review. These draft policies were submitted to the Birmingham Retirement Board and the Birmingham Retiree Health Care Investment Committee for review on April 8th. The Retirement Board approved the revised investment policy statement at that meeting.

The Retiree Health Care Investment Fund was established under Public Act 149 of 1999. Under section 4 of the act, the governing body of public corporation must adopt the investment policy that complies with section 13 of the public employee retirement system investment act (Public Act 314 of 1965). The Retiree Health Care Investment Committee reviewed the revised investment policy statement at its meeting on April 8th and recommends its approval by the City Commission.

LEGAL REVIEW:
Legal reviewed the changes to the policy and agrees that it meets the requirements of the Public Act.

FISCAL IMPACT:
No fiscal impact.

PUBLIC COMMUNICATIONS:
No public communications required.

SUMMARY:
Provide a summary of the action being suggested.

ATTACHMENTS:
Due to the significant number of changes to the investment policy statement, a red-lined version of the changes to the policy has not be provided.

- Recommended Investment Policy Statement
- Current Investment Policy Statement

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution approving the recommended investment policy statement for the Retiree Health Care Investment Fund.

Prepared by:

CAPTRUST

City of Birmingham, Michigan

City of Birmingham Retiree Health Care Fund

Investment Policy Statement

April 2022

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I. INTRODUCTION

Prologue

City of Birmingham, Michigan is the "sponsor" of the City of Birmingham Retiree Health Care Fund (the "Plan"). The financial integrity of City of Birmingham Retiree Health Care Fund (the "Plan") is maintained by establishing and managing funds for the immediate and future needs of the Plan's operations and programs. Moreover, the Plan's Investment Committee (the "Committee") is dedicated to acting in accordance with applicable fiduciary responsibility standards as a responsible steward for the financial resources that have been provided to the Plan. The fund is established by the City Commission in accordance with Act 149 of the Public Acts of 1999. The City Commission is responsible for approval of the Investment Policy Statement.

Definitions

"Sponsor" shall mean City of Birmingham, Michigan.

"Fiduciary" shall mean any individual or group of individuals that exercise authority or control over management, disposition, or administration of the Plan's assets on a comprehensive and continuous basis.

"Investment Assets" of the Plan consists of all assets so designated. The purpose of the Investment Assets is to provide capital appreciation and earnings sufficient to meet the operational and long-term capital needs of the Plan.

"Committee" is the Retiree Health Care Fund Investment Committee.

"Investment Policy" is this Investment Policy Statement of the Plan.

"Investment Consultant" shall mean any individual or organization employed to provide investment advisory services, including advice on investment policy, investment goals and objectives, asset allocation, manager search and selection, and performance measurement and evaluation.

"Investment Manager" shall mean any individual or group of individuals employed to manage all or part of the Investment Assets.

"Custodian" shall mean any individual or group of individuals that (1) hold securities for safekeeping; (2) report on holding.

"Full Market Cycle" shall be a period of time during which the long-term historic rates of return are realized, but no less than three years.

"Plan" shall mean the City of Birmingham Retiree Health Care Fund.

II. STATEMENT OF PURPOSE

Mission Statement

The fundamental mission of the Plan is to provide the capital assets necessary to meet the financial obligations made to participants of the Plan. Investment Assets are intended to provide a level of return generating sufficient capital to meet these obligations. In order to meet these goals, all related parties will exercise a prudent standard of care. while exercising their roles.

Purpose

The Investment Policy Statement (IPS) establishes the guidelines by which the Investment Assets of the Plan should be managed. The guidelines within the Investment Policy are designed to enhance the probability of achieving the goals and objectives of the Plan in a manner that is consistent with the laws, regulations and policies that govern the prudent management of investment assets in a fiduciary setting, including. The document is further intended as a reference tool as well as an operating code and communications link between the Committee, its Investment Consultant, and Investment Managers.

The Investment Policy provides guidance in the following areas:

- Determining an appropriate risk level for the Investment Assets
- Seeking to ensure prudent diversification of the Investment Assets
- Defining the responsibilities of the Committee for managing the investment process
- Defining monitoring criteria for selected investment options and investment managers
- Establishing asset allocation targets for asset classes and investment styles deemed suitable for the Investment Assets and providing rebalancing guidelines
- Addressing the funding and liquidity needs of the Plan, recognizing the provisions of Michigan Public Act 314 of 1965, as amended, City ordinances and the City Charter

Moreover, this document is drafted and adopted in an attempt to ensure a funding resource for the future needs of the Plan.

Investment Goals and Objectives

In order to meet the following investment goals and objectives, the Investment Assets are to be managed in accordance with the overall target asset allocation of equity and fixed income/cash as defined in section IV.

1. Achieve investment returns that together with contributions will provide funds adequate to pay promised benefits to present and future Plan beneficiaries

2. To earn a long-term investment return in excess of the growth of the Plan's retirement liabilities

3. To minimize pension expense and cumulative contributions resulting from liability measurement and asset performance

4. Maintain a diversified portfolio to reduce the risk of large losses

Investment Philosophy

Investment Return. In order to meet its needs, the investment strategy of the Plan is to focus upon total return (combined return from capital appreciation plus dividend and interest income). Each investment manager should manage with the goal of optimizing the long-term inflation-adjusted investment returns given that portfolio's investment guidelines.

Preservation and Appreciation of Capital. Consistent with their respective investment styles and philosophies, Investment Managers should make reasonable efforts to preserve and appreciate capital, understanding that losses may occur in individual securities.

Definition of Risk. The Committee realizes there are many ways to define risk. The Committee defines risk as the probability of not meeting the investment objectives. The Committee expects that each Investment Manager will manage its portfolio in a manner consistent with the investment objectives and investment strategy as defined in this Investment Policy applicable to its portfolio. The Investment Consultant and Investment Managers are to make reasonable efforts to control risk and will be evaluated regularly to ensure the risk assumed is commensurate with the given investment style and objectives.

Volatility of Returns. The Committee understands in order to achieve its objectives for the Investment Assets, the portfolios will experience volatility of returns and fluctuations of market value.

Diversification. The Committee recognizes the broad diversification of the Investment Assets among various asset classes will help mitigate the magnitude of a loss in any single year.

Market Timing and Shifts. The Committee wishes to allow its Investment Managers the opportunity to practice their skill without undo interference. However, it is hereby made clear this Investment Policy is the product of the study of proven performance patterns in the capital markets. The Committee recognizes there is considerable evidence that the passage of time causes the greatest rewards to accrue in favor of consistent investing approaches. Furthermore, the overall risk exposure could become uncontrollable without reasonable, careful adherence to the asset allocation guidelines in this Investment Policy. It is not, therefore, the general intention of this Investment Policy to allow short-term judgments to introduce significant unplanned risk. The Committee recognizes adherence to this Investment Policy will occasionally appear to be either too risky or too conservative for current market conditions. However, the Committee also recognizes that experts rarely agree about the near-term direction of the capital markets, and such opinions have generally proven to be a poor guide for action.

Adherence to Investment Discipline. Investment Managers are expected to adhere to the investment management styles for which they were retained. Investment Managers will be evaluated regularly for adherence to investment discipline.

Benchmark Indices and Performance Objectives. The Committee recognizes Investment Managers must use the broad capital markets as their basic tools for investment and a substantial portion of investment returns will not be attributable to management skills, but rather to the markets themselves. However, the Committee expects its active Investment Managers will add value to the broad market returns over a Full Market Cycle, net of fees and its passive Investment Managers will track the broad market returns with an acceptable tracking error. The investment options in the various categories may be evaluated according to the benchmarks described in the section entitled "Asset Allocation".

Performance Expectations

The Committee fully understands the volatility of the various capital markets and the need to maintain a long-term time horizon when reviewing performance. In general, the Committee has set the following *total return expectation* for the Investment Assets:

- A composite portfolio rate of return that is equal to or greater than the return realized using the asset allocation strategy described in section IV and appropriate market indices.

It is the goal of the Committee to:

- Achieve a long-term total return which equals or exceeds a long-term rate of return assumption, net of fees and expenses.
- Provide funding for the operation and support of the Plan.
- Prudently appreciate capital to provide additional funding for the Plan's future operation and support.
- Pay all investment related expenses of the Plan out of earnings from the Investment Assets.
- Minimize risk and preserve capital as appropriate for a tax-qualified defined benefit retirement plan.

Further, the goal of each Investment Manager shall be to:

- Meet or exceed a market index, or blended market index, selected and agreed upon by the Committee.
- Display an overall level of risk in the portfolio that is consistent with the risk associated with the asset style and relevant index. Risk will be measured by the standard deviation of quarterly returns.

III. Roles and Responsibilities

Responsibilities of the Committee

The Committee maintains the ultimate responsibility for managing the Investment Assets in accordance with this policy. The Plan has delegated to the Committee those responsibilities as defined below.

- Oversee the management of the Investment Assets.
- Adopt, review, and revise, as needed, an Investment Policy on an annual basis.
- Recommend policy guidelines for the asset allocation of the Investment Assets within the equity and fixed income segments according to investment style, taking into account near term cash needs and liquidity.
- Approve selection and retention or termination of all Investment Consultants, Investment Managers, and Custodians.

- Review reports from outside professionals and the Investment Consultant on the status of the Investment Assets.

- Periodically measure and evaluate the investment performance of the Investment Managers against the established goals and objectives defined herein and in the Investment Manager's agreement with the Committee and agreed upon rebalancing procedures for strategic asset allocation. On a periodic basis, in reference to the current liability obligation, an asset allocation study will occur.

- Consider, revise, and accept (or reject) recommendations made by the Investment Consultant regarding the management of the Investment Assets.

- Control and account for all investment, recordkeeping and administrative expenses associated with the Investment Assets.

- Avoid prohibited transactions and conflicts of interest.

- Apply the prudent person standard of care in the context of managing an overall portfolio.

- Comply with the provisions of pertinent federal and local regulations and rulings, in particular Michigan Public Act 314 of 1965, as amended, the City Charter, and City Ordinances.

Responsibilities of the Investment Consultant

- Serve as an objective, third party advisor to the Committee. As such, the Investment Consultant will guide the Committee through a disciplined and rigorous process and may make recommendations to the Committee but will not have discretion to make investment or allocation decisions without their approval.

- Assist in the development, implementation, review, and monitoring of this Investment Policy.

- Offer advice that is consistent with the investment objectives, policies, guidelines, and constraints as established in this Investment Policy.

- Conduct Investment Manager searches and fee negotiations when requested by the Committee.

- Provide research, analysis, and general information about the Investment Managers.

- Measure, monitor, and evaluate the investment performance and asset allocation of the Plan and report the findings to the Committee no less frequently than on a quarterly basis.

- Periodically monitor the Investment Assets and provide reports to the Committee regarding investment performance and other pertinent information.

- Apply the prudent person standard of care in the context of managing an overall portfolio.

Responsibilities of the Investment Manager(s)

As distinguished from the Committee and the Investment Consultant, who are responsible for managing the investment process, each Investment Manager is responsible for making investment decisions with respect to its portfolio. Specific duties and responsibilities of each Investment Manager are to:

- Select the investments of its portfolio in accordance with the general investment goals, objectives and guidelines expressed by this Investment Policy as well as the specific goals, objectives, and guidelines pertaining to its portfolio.

- Communicate with the Investment Consultant regarding all significant matters that the Investment Manager deems material including, but not limited to, changes in the Investment Manager's ownership, organizational structure, professional staffing, investment philosophy or investment process and other changes of a substantial nature.

- Comply with all legislation and regulations as they pertain to the Investment Manager's duties, functions, and responsibilities as a Fiduciary in managing the portfolio.

- Provide statements setting forth all account activity and the financial position of the portfolio quarterly and otherwise as requested.

- Provide expanded analysis to the Investment Consultant and/or Committee upon request. This may include, but is not limited to, the following:

    - Statements showing compliance with asset allocation guidelines

    - Comparison of returns to benchmarks
    - Statement of policy regarding "soft dollar" usage of brokerage commissions
    - Detailed account of fees and expenses paid by "the Sponsor" of the Plan including management fees and commissions on trades
- Apply the prudent person standard of care in the context of managing an overall portfolio.

If mutual funds are utilized, the restrictions outlined above do not apply. Instead, the existing policy outlined in the prospectus of the fund would take precedence. However, the Investment Manager and/or Investment Consultant will carefully scrutinize the prospectuses of potential mutual fund candidates so as to find funds with similar policies, restrictions, and characteristics to those outlined in this Investment Policy.

IV. ASSET ALLOCATION

Priority & Purpose of Asset Allocation

Asset allocation is commonly considered the most important decision made in the investment management process. The purpose of a strategic asset allocation is to provide an optimal mix of investments with the potential to produce the desired returns and meet current and future liabilities, while having the least amount of fluctuation in the overall value of the investment portfolio. Allocating funds among a variety of investment types, increases the probability that if one of the investment types is decreasing in value, another one is increasing in value.

Asset Allocation Range

The following allocation of asset classes is intended to produce a rate of return sufficient to meet the goals and objectives established by the Committee. The returns of the Investment Managers, who are selected because of their expertise in specific asset classifications, will be measured against the target percentage of the appropriate index returns as shown below.

The return of the Investment Assets will be measured against the blended target percentages of the appropriate indices below.

Asset Allocation				
Asset Class	Index	Minimum	Target	Maximum
Fixed Income	Bloomberg Barclays U.S. Aggregate Bond TR USD	5.0%	20.0%	35.0%
Large Cap Equities	S&P 500 TR USD	15.0%	30.0%	45.0%
Mid Cap Equities	Russell Mid Cap TR USD	0.0%	11.5%	27.0%
Small Cap Equities	Russell 2000 TR USD	0.0%	4.5%	20.0%
International Equities	MSCI EAFE GR USD	0.0%	15.0%	30.0%
Emerging Market Equities	MSCI EM GR USD	0.0%	4.0%	19.0%
Alternative Investments	HFRX Absolute Return	0.0%	15.0%	30.0%

*Alternative Investments may include managed futures, hedge funds, venture capital, real estate, and private equity.

The above represents the current asset allocation. However, the current strategy does not preclude the Plan Sponsor from investing in other asset classes in the future. Consequently, prudent and reasoned consideration must be given to use of other asset classes.

Re-balancing Among Asset Classes and Allocation of Net Contributions

Purpose: Because different asset classes will perform at different rates, the Committee, with the assistance of the Investment Consultant, will monitor the asset allocation shifts caused by performance. When allocations exceed the target allocation indicated in this section (IV), rebalancing may occur.

Method: By rebalancing in this manner, the Committee can be assured that portfolios will be managed to clear parameters. The portfolio will be analyzed on at least a quarterly basis and will be re-allocated as required.

Accordingly:

- The Committee, with the assistance of the Investment Consultant, will review the relative market values of the asset segments whenever there is material cash flow.

- To the extent that adequate re-balancing among asset categories cannot be affected via the allocation of contributions/distributions, the Committee may redirect monies from one Investment Manager to another, if necessary, to maintain the asset allocation strategy described in this section (IV) of this Investment Policy. However, the Committee recognizes that a rigid asset allocation would be both impractical and, to some extent, undesirable under various market conditions. Therefore, the allocation of the Investment Assets may vary from the allocation guidelines without being considered an exception to this Investment Policy.

V. INVESTMENT GUIDELINES

Selection of Investment Managers

The Committee is responsible for the selection of the Investment Managers. All investment products will be compared to an appropriate benchmark index. The quantitative and qualitative factors to be considered for selecting Investment Managers may include, but are not necessarily limited to:

- Total firm assets under management and assets specific to the product of interest
- Stability and quality of the investment firm and its personnel
- Portfolio manager's tenure with the specific product of interest
- Historical performance of the Investment Manager's specific product of interest
- Risk adjusted performance of the product
- Consistency and correlation of the product's investment style
- Overlap of investment style and/or fund holdings with other Investment Managers
- Expense ratios and fees

Selection of Mutual Funds

Furthermore, any mutual fund considered will be measured against the following preferred criteria:

1. Performance track record of 3 years or longer
2. Manager tenure of 3 years or longer
3. Assets under management exceed $250 million
4. Average investment expense ratio less than category average

VI. PERFORMANCE MONITORING

Purpose

The purpose of monitoring investment performance is to be able to ensure compliance with policy and applicable law, manage the risk of the portfolio, and assess the performance of investment managers.

The Committee acknowledges fluctuating rates of return characterize the securities markets, particularly during short-term time periods. Recognizing that short-term fluctuations may cause variations in performance, the Plan intends to evaluate Investment Manager performance from a long-term perspective.

Investment Managers Performance Review and Evaluation

The investment performance of each Investment Manager/fund will be measured against commonly accepted performance benchmarks determined for each Investment Manager/fund based on the asset class mix of the Investment Manager's portfolio. As part of that process, the Investment Consultant may consider the ranking of investment options relative to their peers using CAPTRUST's Investment Policy Monitoring Methodology document. At no time will an individual Investment Manager/fund's performance be compared to overall portfolio expectations. Rather, the Committee will review Investment Manager/fund returns versus appropriate indices as well as comparable performance to similar managers by investment style.

The following quantitative and qualitative criteria provide an outline for the evaluation process:

Quantitative:

- There is failure to adhere to any specific aspect of this Investment Policy
- There is an increase in the product's fees and expenses
- The product's assets decrease by greater than 20% of the assets under management of that investment manager

Qualitative:

- There is a change in the professionals managing the portfolio or firm ownership
- There is an indication of deviation of stated style or strategy
- There are uncharacteristic surges in portfolio trading volume

- An event occurs that may interfere with the Investment Manager's ability to fulfill its role in the future

It may be determined, after further analysis, that one of the following is necessary:

- A letter/call to the Investment Manager asking for an analysis of its underperformance

- A face-to-face meeting with the Investment Manager, which may be conducted on-site, to gain insight into organizational changes and any changes in strategy or discipline

The Committee intends to evaluate the Investment Manager and/or Fund quarterly but reserves the right to terminate an Investment Managers and/or Funds for any reason including, but not limited to:

- Significant qualitative changes to the Investment Manager or fund's organization affecting areas such as firm ownership, organizational structure, professional staffing

- Investment performance that is significantly lower than the appropriate benchmark

- Deviation from stated investing style as evidenced by the actual characteristics of the portfolio

- Failure to adhere to any aspect of this Investment Policy

The decision to retain or terminate an Investment Manager or fund cannot be made by a formula. Rather, it is the Committee's judgement in the strategy's ability to perform in the future that ultimately determines the retention of the Investment Manager or fund.

VII. ACKNOWLEDGEMENT AND ACCEPTANCE

The Committee will review this Investment Policy at least annually to determine whether stated investment objectives are still relevant and the continued feasibility of achieving the same. It is not expected that the Investment Policy will change frequently. In particular, short-term changes in the financial markets should not require adjustments to the Investment Policy.

The undersigned acknowledge that this Investment Policy was revised and approved by the City Commission on behalf of the Plan.

Signed _____
Printed _____ Date_____

Signed _____
Printed _____ Date_____

CAPTRUST Financial Advisors

Signed _____
Printed _____ Date_____

CITY OF BIRMINGHAM
RETIREE HEALTH CARE FUND

STATEMENT
OF
INVESTMENT OBJECTIVES
AND
INVESTMENT POLICY GUIDELINES

Approved 4/23/2001
Revised 9/21/2001
Revised 9/19/2003
Revised 3/12/2004
Revised 9/15/2004
Revised 6/9/2006
Revised 11/16/2007
Revised 5/21/2008
Revised 3/12/2010
Revised 6/11/2010
Revised 10/27/2010
Revised 12/9/2011
Revised 6/14/2013
Revised 12/13/2013
Revised 9/11/2020

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City of Birmingham Retiree Health Care Fund
Investment Objectives, Guidelines and Policy
Established by the City Commission
in Accordance with Act 149 of the Public Acts of 1999

I. PURPOSE

The purpose of this statement is to instruct the Investment Committee in prudently selecting, supervising and monitoring the investment manager(s) appointed to manage the assets of the City of Birmingham Retiree Health Care Fund by:

A. Defining the separate investment related responsibilities of the Investment Committee and the investment manager(s);

B. Stating the City Commission's expectations and objectives in the investment of the Fund's assets;

C. Providing a framework which offers guidance, and limitations for all managers, thereby enabling regular effective communication between the Trustees and the investment manager(s);

D. Establishing formal yet flexible investment guidelines incorporating prudent asset allocation and realistic total return goals;

E. The allocation of assets among various asset classes shall be approved (as set forth here-in) by the Board of Trustees. The asset allocation policy shall be predicated on the following factors:[1]

1. the historical performance and risk measures of capital markets adjusted for the expectations of the future short and long-term capital market performance;

2. the correlation of returns and risk among the relevant asset classes;

3. the expectations of future economic conditions, including inflation and interest rate assumptions;

4. the projected liability stream of benefits and the costs of funding to both covered employees and employers; and

5. the relationship between the current and projected assets of the plan and the projected actuarial liability stream.

F. Addressing the funding and liquidity needs of the Fund, recognizing current actuarial data, estimates of future Fund characteristics, the provisions of Michigan Public Act 314 of the Public Acts of 1965 as amended, City ordinances and the City Charter;

[1]Section added 12/13/2013

G. Creating standards for evaluating investment performance which are historically achievable and by which the manager(s) will be measured over a reasonable time period;

H. Reviewing the performance of the investment manager(s), comparing it with the performance of its peer group of competitors;

I. Monitoring the performance results of the investment manager(s) to determine whether the investment manager(s) continues to satisfactorily comply with the policy guidelines and the Fund's stated objectives.

As stated above, the investment objectives and investment policy guidelines, which follow, are intended to be dynamic in nature. They should represent the current consensus of the City Commission's philosophy regarding the investment of the Fund's assets. The statement will need to be reviewed and revised from time to time to insure that it continues to reflect the Commission's expectations, objectives and Fund needs.

II. DELEGATION OF RESPONSIBILITIES

A. Responsibilities of the Investment Committee

The Investment Committee members are fiduciaries of the Fund. In this regard, they must act prudently and in the best interests of the Fund. They are responsible for directing and monitoring the investment management of the Plan assets. As such, they are authorized to delegate certain responsibilities to professional experts in various fields as shown below:[1]

1. Investment Consultant. The consultant may assist the Board of Trustees in: establishing investment policy, objectives, and guidelines; selecting investment managers; reviewing such managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate.

2. Investment Manager. The investment manager has discretion to purchase, sell, or hold the specific securities that will be used to meet the Plan's investment objectives.

3. Custodian. The custodian will physically (or through agreement with a sub-custodian) maintain possession of securities owned by the Plan, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Plan accounts.

4. Additional specialists such as attorneys, auditors, actuaries, retirement plan consultants, and others may be employed by the Board of Trustees to assist in meeting its responsibilities and obligations to administer Plan assets prudently.

[1] Section expanded 12/13/2013

The specific responsibilities of the Investment Committee in the investment process include and are limited to:

1. Complying with the provisions of pertinent federal and local regulations and rulings, in particular Michigan Public Act 314 of 1965, as amended, the City Charter and City Ordinances.

2. Carrying out the investment policy established by the City Commission;

3. Developing performance measurement standards;

4. Selecting an investment manager(s) to invest and manage the Funds assets;

5. Communicating these guidelines, objectives, and standards to the investment manager(s);

6. Deploying existing assets and new monies to the investment manager(s);

7. Monitoring and evaluating performance results to assure that policy guidelines are being adhered to and that objectives are being met;

8. Taking whatever corrective action is deemed prudent and appropriate in the event of an investment manager(s) failure to perform as expected.

9. Making recommendations to the City Commission when revisions to the Investment Objectives and Investment Policy Guidelines are deemed to be appropriate.

B. Responsibilities of the Investment Manager(s)

The investment manager(s), in recognition of this role as a fiduciary of the Plan, must assume the following responsibilities as they pertain to:

1. Investment Program

   a. The assets of the Fund are to be managed in accordance with the policy guidelines and objectives expressed herein and in conformance with Michigan Public Act 314 of 1965, as amended, City ordinances and the City Charter.

   b. The investment manager(s)'s is expected to exercise complete investment discretion. Such discretion includes decisions to buy, hold and sell equities or fixed income securities (including cash equivalents) in amounts and proportions reflective of the

manager(s)' current investment strategy and compatible with the Investment Committee's guidelines.

c. The investment manager(s) is expected, within the limitation of the account size, to diversify the portfolio to minimize the risk of large losses unless, under the circumstances, it is clearly prudent not to so diversify.

d. The investment manager(s) shall invest the assets of the Fund with care, skill, prudence and diligence under the circumstances then prevailing like a prudent investor, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with such aims.

2. Communications

a. The investment manager(s) must acknowledge acceptance of the performance standards herein stated by signing a contract with the Investment Committee.

b. The investment manager(s) shall provide a written statement briefly describing the investment program that will be undertaken to achieve the objectives and goals of the Fund.

c. The investment manager(s) shall be responsible for communicating with the Investment Committee regarding all significant matters pertaining to the investment of the Fund's assets. The Committee shall be kept apprised of substantive changes in investment strategy, asset mix, portfolio structure, market value of the Fund's assets and other information as requested by the Committee.

d. The Investment Committee shall be informed of any significant changes in the ownership, organizational structure, financial condition and/or professional personnel staffing of the investment manager(s)'s organization.

e. All documents, exhibits, and other written material which will be used during any meetings which may be scheduled between the Investment Committee and the manager(s) must be submitted to and received by the Committee at least five business days in advance of meetings.

f. The City Commission recognizes that the capital markets are dynamic and that this Statement of Investment Objectives and Investment Policy Guidelines may require periodic reexamination and revision if it is to continue to serve as a working document to ensure effective investment management. Whenever the investment manager(s) believes

that this statement should be altered, it is the responsibility of the manager(s) to initiate written communication with the Investment Committee which will in turn advise the City Commission regarding proposed changes.

3. Reporting

a. At least quarterly, the investment manager(s) shall provide:

1) Portfolio composition showing asset structure for each major class of security.

2) Positions, by individual security, showing both cost and market value (except for co-mingled assets. in which case, showing the unit position and unit value).

3) All cash transactions, including all buys and sells in sufficient, descriptive detail.

4) A brief review of the recent capital market environment to include discussion or any event particularly pertinent to the management of the Fund's portfolio.

5) A commentary on investment results in light of the appropriate standards of performance as stated herein.

6) A synopsis of the key investment decisions made by the manager(s), the underlying rationale, and how those decisions could affect future results.

7) A discussion of the manager(s)'s outlook, the investment decisions the outlook may trigger, and how such decisions are expected to affect future results.

8) Reports of transaction activity, portfolio holding and performance reviews.

b. Upon request, the investment manager(s) shall provide reports, which may include, but not be limited to, the following:

1) Copies of documentation in support of any buy, sell, or hold decision.

2) Certified financial statements of the investment management organization.

3) Evidence of suitable insurance coverage of the investment manager(s)'s fiduciary responsibilities.

4) Other reports the Investment Committee may request.

C. Responsibilities of the Investment Consultant[1]

The Investment Consultant's role is that of a non-discretionary advisor to the Retiree Health Care Fund Investment Committee members. Investment advice concerning the investment management of Plan assets will be offered by the Investment Consultant, and will be consistent with the Investment Policies. Specific responsibilities of the Investment Consultant include:

1. Assisting in the development and periodic review of these Investment policies.

2. Conducting investment manager searches as needed.

3. Providing "due diligence", or research, on investment manager(s) that are under contract for said research.

4. Monitoring the performance of the Investment Manager(s) to provide the Retiree Health Care Fund Investment Committee with progress reports toward meeting investment objectives and compliance with Michigan Public Act No. 314 of 1965, as amended.

5. Communicating matters of policy, manager research, and manager performance to the Retiree health Care Fund Investment Committee.

6. Reviewing Plan investment history, historical capital markets performance and instructing any newly appointed members of the Retiree health Care Fund Investment Committee of the contents of these Investment Policies.

III. INVESTMENT RETURN OBJECTIVES

A. It is the intention of the City Commission that assets of the Fund be managed with the objectives of protecting principal from both market value and inflationary erosion. To accomplish these objectives, it is necessary for the investment manager(s) to diversify the assets to take advantage of opportunities available in the capital markets. The allocation decision, in accordance with the guidelines set forth in Section IV, will be implemented by the manager(s). Performance will be evaluated in the context of the established targets, as set forth in Section V.

B. The City Commission hereby establishes the following investment return objectives,[2] which are appropriate and consistent with the needs of the Fund:

A. The total fund's rate of return shall equal or exceed the returns of an index comprised of 45% S&P Index, 10% MSCI EAFE Index, 5% MSCI Emerging Markets Free Index, 5% Stark Trader Index and 35% Barclays

[1] Section added 12/13/2013
[2] Objectives revised 12/13/2013

Aggregate Bond Index[1] over a 5-8 year time horizon.

B. The equity investment manager(s) shall achieve a rate of return equal or exceeding the rate of return of their respective benchmark over a 5-8 year cycle.

C. The fixed-income investment manager(s) shall achieve a rate of return equal or exceeding the rate of return of their respective benchmark over a 5-8 year cycle.

D. In total, over the intermediate to long-term, the retirement system plan's objective is to earn an investment return equal to or in excess of the current actuarial assumption over a 5-8 year cycle.

IV. INVESTMENT POLICY GUIDELINES

A. Investment Philosophy

The policy regarding Fund assets combines both preservation of capital and moderate risk-taking. The Commission recognizes that investment risk (i.e., the uncertainty of future returns), volatility, and the potential of loss in purchasing power due to inflation are present to some degree with all types of investment vehicles. While high levels of risk are to be avoided, the assumption of a moderate level of risk is warranted and encouraged in order to allow the investment manager(s) the opportunity to achieve satisfactory results consistent with the objectives and character of the Fund.

B. Policy Guidelines Regarding the Investment of Fund Assets

1. Risk, Volatility and Loss

a. Avoiding large risks is preferred with the result of possibly limiting large gains. This may mean sacrificing some opportunities for gain during rising markets in order to avoid large potential losses during declining markets.

b. Consistent year-to-year results are preferred to large fluctuations in returns.

c. Over the long term the risk of owning equities should be rewarded with a somewhat greater return than available from fixed-income investments. Consequently, moderate risk-taking is justifiable as a method in increasing the principal of the Fund, as well as providing long term inflation protection to the plan.[2]

2. Asset Allocation Summary

[1] Revised 5/21/08,12/9/11
[2] Revised 12/13/2013.

The following asset allocation percentages are intended to:

a. Provide for the long-range liability and benefit needs of the Fund through feasible, formalized investment strategies.

b. Accommodate the future inclusion of other asset classes (i.e., global, real estate, passive debt or venture capital investments) when appropriate and permitted to diversify risk without sacrificing return.

c. Provide a framework for regular monitoring and evaluation of the investment manager(s) performance to stated targets.

Both the choice of asset class and the targeted percentages will be reviewed periodically to insure that the long-term investment objectives are being met in an appropriate and prudent manner.

Asset Class Allocation
Market Value Percentage

Asset Class	% of Fund Assets Minimum	Target	Maximum
Equities	35%	35-55%	65%, +/- 5%[1]
(Global Equities)	5	10- 20	20[2]
(Emerging Markets)[3]	2	4	6
Fixed Income	25, +/- 5%	25-40	60[4]
(Domestic Fixed Income)	25	25-30	50
(Global Fixed Income)[5]	0	5	10
Cash Equivalents	0	5-10	20
Alternative Investments (Including managed futures, hedge funds, venture capital, real estate, & private equity)	0	10	15[6]

Cash equivalents may be held in lieu of any asset class at the discretion of the investment manager(s).

At such time as the asset allocation in equities reaches 70%, based on a

[1] Revised 6/9/06,
[2] Revised 6/9/06
[3] Revised 11/16/07. Emerging markets is part of the total allocation to global equities. State law limits total allocation in global equities plus global fixed income to 20% of total assets.
[4] Revised 6/9/06
[5] Added 5/21/08. Global fixed income is part of total allocation to fixed income. State law limits total allocation in global equities plus global fixed income to 20% of total assets.
[6] The total allocation to this asset class may not exceed 15% under the "Small Plan -Basket Clause" provision of Michigan Public Act 314 of 1965, as amended. Revised 6/14/13, Revised 12/13/2013

review of the monthly report, it shall be returned to the Investment Committee for re-allocation.[1]

3. Asset Guidelines

a. Equities

1) Diversification. No more than 5% of the total Birmingham Retiree Health Care Fund's equities at market value shall be invested in any one company. No investment manager will initiate an investment of more than 10% of the individual manager's equities at market value in any one company. In instances where positions have appreciated, the current position in any one company will be permitted to grow to no more than 15% of the individual manager's equities at market value (10% at purchase). [2][3]

2) Quality. Only securities whose quality is generally classified as investment grade are permissible.

3) Turnover. There shall be no specific guidelines with regard to portfolio activity. By not restricting turnover, the manager is given the flexibility to adjust asset mix and security selection to changing market expectations.

4) Permissible Universe

a) Common stocks listed on a major U.S. exchange (including Over-The-Counter securities as permitted under Michigan Public Act 314 of 1965, as amended)

b) Securities convertible into common stocks

c) Mutual funds or loaded funds at NAV (Net Asset Value).

d) Bank collective investment funds.

e) American Depository Receipts (A.D.R.'s)

f) Global equities

b. Fixed Income

[1] Revised 6/9/06
[2] Revised 9/1/2020

[3] Revised 9/21/01

1) Diversification. No more than *5%* of a manager's portfolio shall be invested in any one issuer. There shall be no limit on U.S. Government and Agency holdings and U.S. Government Guaranteed Agency holdings.

2) Quality. No more than 20% of the bond portfolio may be invested in securities that are less than investment grade[1], as measured by either Standard & Poor's or Moody's Investor Service. If issues are downgraded so as to violate these guidelines, the manager(s) must either seek written approval from the Investment Committee to continue holding the security, or should judiciously liquidate it, if its retention is in violation of Michigan Public Act 314 of 1965, as amended. Commercial paper must be rated either Al or P1.

3) Permissible Universe

   a) Debt securities issued or guaranteed by the United States, its agencies or instrumentalities (including U.S. Government Agency mortgage backed securities)

   b) Corporate bonds, debentures and other forms of corporate debt obligations, including equipment trust certificates

   c) Indexed notes, floaters, variable rate obligations, zero coupon obligations or similar securities

   d) Yankee Bonds and other dollar denominated obligations

   e) Bank or trust company collective investment funds

   f) Mutual funds

   g) Guaranteed rate investments

   h) Global fixed income (investment grade)[2]

Bonds should be actively managed. Active management is meant to include shifting section emphasis as well as implementing other prudent strategies, which enhance the portfolio or decrease the volatility or exposure to capital depreciation.

[1] Revised 6/11/2010.
[2] Added 5/21/08

The diversification of fixed-income securities by maturity, sector and coupon is the responsibility of the investment manager(s).

c. Cash Equivalents. Investment manager(s)'s may invest in interest bearing money market funds, FDIC insured certificates of deposits, government Treasury Bills, and other similar securities with a maturity of one (1) year or less as cash equivalents.

d. Alternative Investments, Including managed futures, hedge funds, venture capital, real estate, and private equity[1]

The total allocation to this class is limited under the "Small Plan-Basket Clause" provision (Section 38.1140d) of Michigan Public Act 314 of 1965, as amended.

C. Prohibited Transactions[2]

1. Prohibited transactions as defined in Michigan Public Act 314 of 1965, as amended, City ordinances and the City Charter.

D. Rule Applicable in the Event of Conflict Among Investment Policies and P.A. 314 of 1965, as amended.[3]

1. These Investment Policies shall include all the investment guidelines and restrictions as set forth in Act 314 of 1965, as amended. In the event of conflict among the investment policies and Public Act 314 of 1965, as amended, the most restrictive rule applicable to the particular issue will control.

V. INVESTMENT MANAGER PERFORMANCE STANDARDS

A. Equity Investment Manager.[4] The Investment Committee may select one or more equity investment manager(s) which is responsible for the asset classes of Equities, Cash Equivalents, and Alternative Investments, including Managed Futures, Hedge Funds, Venture Capital, Real Estate, and Private Equity, as provided in Section IV. An equity investment manager is expected to achieve, on average, a targeted total rate of return as follows:

1. RELATIVE GOAL - Over a market cycle, currently defined as 5-8 years, the equity fund should earn a total return equal to or in excess of the manager's determined benchmark.

[1] Revised 10/27/10, 10/13/2013.
[2] Revised 10/27/10, 10/13/2013.
[3] Section added 12/13/2013
[4] Revised 9/21/01, 10/31/2013 12/13/2013.

B. Fixed-Income Investment Manager.[1] A fixed income investment manager is responsible for asset classes of Fixed Income, and Cash Equivalents as noted in Section IV. Each fixed-income investment manager is expected to achieve, on average, a targeted total rate of return derived accordingly:

1. RELATIVE GOAL – Over a market cycle, currently defined as 3-5 years, the fixed income fund must earn a total return (net of investment management fees) in excess of the Barclays Capital Government/Credit Index and/or the Barclays Capital Aggregate Bond Index.

C. Benchmarks.[2] In addition, each asset class will be separately compared to its respective index (i.e., equities vs. the Standard and Poors 500 Index and other equity indices and fixed-income vs. the Barclays Capital Government/Credit Index and/or the Barclays Capital[3] Aggregate Index).

VI. EVALUATION AND REVIEW

A. On a timely basis, but not less than annually, the Investment Committee shall review investment results achieved (with a perspective toward a 5-8 year time horizon), to determine whether:

1. The investment manager(s) performed in adherence with the investment philosophy and policy guidelines set forth herein,

2. Asset allocation and individual security selections were reasonable,

3. The investment manager(s) performed in a manner consistent with its outlook, and

4. The investment manager(s) performed satisfactorily when compared with:

   a. Established objectives, and

   b. Other investment management organizations managing similar funds, as well as recognized market indices.

If the Investment Committee is not satisfied with the performance of an Investment Manager, the Committee may take corrective action as set forth in Section II.

VI. VALIDITY[4]

If any provision, section, paragraph, sentence, clause, or phrase of this investment policy is for any reason found to be invalid or inoperative or shall be held by any court to be

[1] Revised 3/12/04, 12/13/2013
[2] Revised 12/13/2013.
[3] Revised 3/12/2010.
[4] Section added 12/13/2013.

unconstitutional, the remainder of the provisions of this policy shall nevertheless continue in full force and effect.

MEMORANDUM

Museum

DATE: April 14, 2022

TO: Thomas M. Markus, City Manager

FROM: Leslie Pielack, Museum Director

SUBJECT: Contract Award, Birmingham Museum - Phase I Allen House Historic Window Restoration Project

INTRODUCTION:

The wood windows in the Allen House are original to its construction in 1926, and are an essential component of the building's historic character. They have never been repaired or removed. Over the years they have suffered damage from inconsistent maintenance and moisture intrusion, and have been painted several times. Many are now immovable. Weather-related damage has begun to accelerate; however, they are still sufficiently intact that they can be repaired and restored to their original working condition and made fully functioning. Proper restoration will not only preserve the windows, but will also improve their insulating ability and make regular maintenance easier and more effective. Properly restored and maintained original wood windows can be expected to last another century or longer.

The Allen House window restoration project will be carried out in two phases to facilitate project funding and management, and to minimize disruption to the museum's operation. Phase I addresses the more deteriorated upper level windows to prevent further damage and provide the greatest benefit in energy efficiency for the building. It is anticipated that the second phase focusing on the lower level windows will take place in 2022-23 as funding permits.

BACKGROUND:

The Allen House was designed by architect Rupert Koch and built in 1926 for Harry Allen, the first mayor of the City of Birmingham, and his wife Marion, and is located in the Mill Pond Historic District. The house was designed in the popular Colonial Revival style with wood double hung multi-paned windows used singly and in twos and threes, characteristic of the style. They are a key feature of the house and integral to the architect's design.

The windows are original and have never been repaired or removed, but have been painted numerous times on both interior and exterior. They are in need of complete restoration due to areas of worsening water damage, lack of operability due to missing or damaged hardware, overpainting, and need for re-glazing. With proper repair, the windows will function correctly, be more energy efficient, and be restored to original condition and operation.

Window restoration is a highly specialized area of historic preservation. In 2020, North Coast Windows Works (a specialty firm dealing in historic window preservation that provides training in historic window restoration for the Michigan Historic Preservation Network) conducted a detailed assessment and developed a scope of work to be used to seek repair and restoration

services for the Allen House windows. The repair/restoration schedule in the scope specifies the treatment and hazard mitigation needed for each individual unit in the event lead paint is present. The project is highly labor-intensive and requires specialized expertise for the proper repair of the windows in accordance with historic preservation standards.

On March 3, 2021, the Historic District Commission/Design Review Board provided a courtesy review and unanimously endorsed the planned work and methodology for the Allen House window restoration project. A Request for Proposals was issued in March of 2021 for the project as part of the fiscal year 2020-21 approved budget, but due to the COVID pandemic's impact on the construction industry, availability of materials and costs of labor, and available budget, the project was not undertaken.

For fiscal year 2021-22, the project was modified to consist of two phases to facilitate project management, funding, and to minimize disruption to the museum's operation. Phase I was budgeted for FY 2021-22 and involves the Allen House's upper floor windows, which are prioritized since they are the most deteriorated and will provide the greatest benefit in energy efficiency. Museum staff and portions of the collection will be temporarily relocated as needed during the project work. It is anticipated that the project will take two to three months to complete.

A Request for Proposals was posted on the MITN website on March 2, 2022, and firms specializing in historic window repair were invited to submit proposals. The RFP included the prepared scope of work and excerpts from the Secretary of the Interior Standards for the Treatment of Historic Properties (Windows) as reference. The selection of a firm to complete the project requires confidence that it has the resources and experience to complete the project to the highest standard of preservation.

One proposal was received, and meets the requirements of the project. L.G.K. Construction, Inc. has the necessary historic restoration experience, appropriate project timeline, environmental safety qualifications, and available window restoration expertise to successfully complete the work in the necessary timeframe. Through previous projects at the Allen and Hunter Houses, as well as other municipalities, L.G.K. has consistently demonstrated the ability to meet and exceed project expectations and is highly recommended.

On April 7, 2022, the Museum Board reviewed the cost proposal provided by L.G.K. Construction, Inc., and agreed by consensus that the proposal is appropriate and the contractor qualified; and to recommend that the City Commission award the contract for the **Birmingham Museum—Phase I Allen House Historic Window Restoration Project** to L.G.K. Construction, Inc. in the amount of $112,000.

LEGAL REVIEW:

City Attorney Mary Kucharek has provided a legal review of the Request for Proposals and Agreement for this project with L.G.K. Construction, Inc.

FISCAL IMPACT:

Funds were budgeted for this project in the 2021-2022 Budget, under the Allen House Other Contractual Services account, #101-804.002-811.0000.

SUMMARY

The **Birmingham Museum-Phase I Allen House Historic Window Restoration Project** has received a qualified proposal to complete the necessary work to restore and preserve the original wood windows in the Allen House from L.G.K. Construction, Inc. In light of the project specifications, firm experience and references, and project approach, it is recommended that the contract award for the **Birmingham Museum-Phase I Allen House Historic Window Restoration Project** go to L.G.K. Construction, Inc., in the amount of **$112,000**.

ATTACHMENTS:

1. Contract Agreement with insurance documents
2. Excerpt, Museum Memo to Historic District Commission/Design Review Board dated March 3, 2021
3. Excerpt, Historic District Commission/Design Review Board Minutes of March 3, 2021
4. Excerpt, Museum Board Draft Minutes of April 7, 2022

SUGGESTED ACTION:

Make a motion adopting a resolution to approve an agreement with L.G.K. Construction, Inc., for Birmingham Museum-Phase I Allen House Historic Window Restoration Project in the amount not to exceed $112,000. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101-804.002-811.0000.

ATTACHMENT A
AGREEMENT FOR PHASE I-UPPER WINDOWS-ALLEN HOUSE HISTORIC WINDOW RESTORATION PROJECT

REQUEST FOR PROPOSALS
For Birmingham Museum – Phase I-Upper Windows-Allen House Historic Window Restoration Project

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Sealed proposals endorsed **"BIRMINGHAM MUSEUM— PHASE I-UPPER WINDOWS-ALLEN HOUSE HISTORIC WINDOW RESTORATION PROJECT "**, will be received at the **Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009**; until **Wednesday, April 6, 2022 at 11:00 AM** after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on site on **Friday March 18, 2022 at 9:00 AM** at the Birmingham Museum, located at 556 W. Maple, Birmingham, MI 48009. Bidders must register for the pre-bid meeting by **3:00 PM Thursday, March 17, 2022** by contacting Leslie Pielack at 248-530-1682 or lpielack@bhamgov.org.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all materials, necessary equipment and perform all required work necessary for the Birmingham Museum-Phase I-Upper Windows-Allen House Historic Window Restoration Project. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the Birmingham Museum, 556 W. Maple Rd., Birmingham, Michigan (ATTN: Leslie Pielack).

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

Submitted to MITN:	March 2, 2022
Mandatory Pre-Bid Meeting:	**Friday March 18, 2022 at 9:00 AM** Birmingham Museum 556 W. Maple, Birmingham, MI 48009 **Register by Thursday, March 17, 2022 by 3:00 PM** Leslie Pielack, 248-530-1682 or lpielack@bhamgov.org
Deadline for Submissions:	**Wednesday, April 6, 2022 at 11:00 AM**
Contact Person:	Leslie Pielack, Museum Director 556 W. Maple Road, Birmingham, MI 48009 Phone: 248-530-1682
Sealed Bids Submitted to:	**Office of the City Clerk** 151 Martin Street, Birmingham, MI 48009

Email: lpielack@bhamgov.org

REQUEST FOR PROPOSALS
For Birmingham Museum – Phase I-Upper Windows- Allen House Historic Window Restoration Project

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INTRODUCTION

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The Birmingham Museum consists of two buildings located as follows: the Allen House, located at 556 W. Maple Rd. and the Hunter House, located at 550 W. Maple Rd. in the city of Birmingham, MI 48009. The project will be at the Allen House.

At this time, the City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors to furnish all materials, necessary equipment and to perform all required work necessary for the Phase I-Upper Windows-Allen House Historic Window Restoration Project located at the Birmingham Museum at 556 W. Maple, Birmingham, MI 48009. The purpose of this RFP is to request sealed bid proposals from qualified parties. The bid shall include presentation of qualifications, capabilities and costs for performing the work for the Birmingham Museum-Allen House Historic Window Restoration project, in accordance with the specifications outlined by the Scope of Work contained in this RFP.

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

It is anticipated the selection of a firm will be completed by late April, 2022. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

This work must be performed as specified and in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location and to make inquiries about the RFP. **Bidders will be required to attend a mandatory pre-bid meeting on Friday, March 18, 2022 at 9:00 AM** at the Birmingham Museum, located at 556 W. Maple, Birmingham, MI 48009. **Bidders must register for the pre-bid meeting by Thursday, March 17, 2022, 3:00 PM** by contacting Leslie Pielack at 248-530-1682 or lpielack@bhamgov.org.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Wednesday, April 6, 2022 at 11:00 AM** to:

City of Birmingham, Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) electronic copy and one (1) hard copy of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, endorsed **"Birmingham Museum – Phase I-Upper Windows-Allen House Historic Window Restoration Project."** Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Respondents may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered via email to: **Leslie Pielack at lpielack@bhamgov.org**. Such request for clarification shall be delivered in writing no later than 3:00 PM Thursday March 31, 2022 and must contain in their subject line "Request for Clarification." All inquiries received will be answered and posted on MITN by 3:00 PM Friday, April 1, 2022.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.

5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

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

SUBMISSION REQUIREMENTS

All proposals that wish to be considered must contain the following:

1. Qualifications of the Contractor and key employees that will be involved in the project.

2. List of sub-contractors and their qualifications, if applicable.

3. Detail and descriptions, including photos, of at least two completed similar projects for restoration of historic windows with similar scope, size, and purpose.

4. Three (3) client references from past projects, include current phone numbers and email contact information. At least two (2) of the references should be for similar projects and utilizing similar materials included in the Contractor's proposal.

5. A description of overall project approach, project timeline and plan for project completion.

6. Agreement (Attachment A – **only if selected by the City**)

7. Bidder's Agreement (**Attachment B**)

8. Cost Proposal (**Attachment C**)

9. Iran Sanctions Act Vendor Certification Form **(Attachment D**)

10. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.

CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for the disposal of all material and any damages that occur as a result of the actions of any of employees or subcontractors of the Contractor during this project.

The contractor will be responsible for getting required building and parking permits at no cost to the contractor.

The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and project completion on or before the date specified.

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to review and approve any work performed by the Contractor.

The City will provide access to the Birmingham Museum—Allen House during regular business hours or by arrangement as approved by the City's designated representative.

EVALUATION PROCEDURE AND CRITERIA

The City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.
- Demonstrated experience with similar historic window restoration projects, Contractor background, and personnel qualifications.
- Content of proposal.
- Quality of materials proposed.
- Overall Costs.
- Timeline and Schedule for Completion.
- References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices

are to be rendered each month following the date of execution of an Agreement with the City.

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

9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19 of the Agreement attached as **Attachment A** for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 11 of the Agreement attached as **Attachment A** for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 10 of the Agreement attached as **Attachment A** for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

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

ANTICIPATED PROJECT TIMELINE

Evaluate Respondents	April 2022
Award Contract	April/May 2022
Project Planning Meeting	May 2022
Project Completion	Summer, 2022

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

SCOPE OF WORK SUMMARY

The historic Allen House is in the Mill Pond Historic District in the City of Birmingham, built in 1926 and now part of the Birmingham Museum complex. The house's double hung windows are original, and require repair and restoration to return them to operational function. They must be restored by a qualified contractor in strict accordance with the Secretary of Interior Standards for the Treatment of Historic Properties (see Excerpt-Windows, Attachment F).

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein for the **Birmingham Museum – Phase I-Upper Windows- Allen House Historic Window Restoration Project:**

1. The Contractor shall furnish all labor, materials, and equipment required to repair and restore the historic double hung windows in the Allen House, located at 556 W. Maple Rd., Birmingham, MI 48009 in accordance with the requirements as defined and noted herein and by the **Scope of Work and Window Survey (Attachments E and F)**:

    a) This project will remove and restore the original windows dating to 1926 on the second floor as follows:

        - 23 double hung windows on second floor

    - All sashes will be removed for restoration and re-installed as operable in accordance with a detailed window survey and specifications for each individual window (see below and Attachment E, Allen House Historic Window Restoration Detailed Scope of Work, and Window Survey).

- The majority of sashes are currently painted in place and non-operable. The sashes are in fair condition with excessive amounts of exterior paint and window glazing. This is the first time the windows will be taken out for repairs & restoration since installed in 1926. The exterior window casings and exterior sills (outside the storms) have recently been scraped and repainted.

- The building will be occupied by employees during the project and the building will be open to the public during business hours. Only employees are permitted on the second floor. **The removal of sashes, replacing cords, cleaning weight pockets, and jamb/sill refinishing will produce excessive dust containing lead.** These activities must be coordinated to minimize lead exposure to the interior of the house. Rooms must be closed off and protective barriers/covers put in place to protect all furnishings. HEPA vacuums and air purifiers must be used throughout the process. Hand washing of the walls and floors must be completed before opening the space to the employees.

- Project requirements are detailed in Attachment E, Allen House Historic Window Restoration Scope of Work, and Window Survey, and include:

    b) Sash removal and installation
    c) Jamb and sill refinishing

d) Sash restoration
e) Wood rot and epoxy repair

- The Contractor shall provide additional alternative pricing as follows:

  f) Alternative 1: Provide pricing for the purchase and installation of new storm windows. All sizes to be field verified. Storm windows to be Allied Model HOL-B with 1/8" low-e glazing or equivalent, white, no screens.
  g) Alternative 2: Replace all existing sash weather strips with new.

- The Contractor shall be responsible for the disposal of all materials in a safe and legal manner. **All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.**

- The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines. **The Contractor shall provide the City with a copy of its COVID-19 Plan required by MIOSHA.**

- The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.

- The Contractor shall comply will all City of Birmingham's regulations for maintaining construction sites.

- This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A - AGREEMENT

Birmingham Museum – Phase I-Upper Windows- Allen House Historic Window Restoration Project

This **AGREEMENT,** entered into this _____day of ___April_____, 2022, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and ____L.G.K Building Inc.____, a Michigan __Corporation___, whose address is 1851 Lone Pine Rd. Bloomfield H. MI 48302 (hereinafter referred to as "Contractor") and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to repair and restore the historic windows of the Allen House, located at the Birmingham Museum in the City of Birmingham, and in connection therewith has requested proposals for the Phase I-Upper Windows-Allen House Historic Window Restoration Project; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal for the Phase I-Upper Windows- Allen House Historic Window Restoration Project.

NOW, THEREFORE, for and in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE**: I It is mutually agreed by and between the parties that the City's Request for Proposal for the Phase I-Upper Windows- Allen House Historic Window Restoration Project dated _____, 2022, which includes Attachments B, C, D, E, and F shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. **TERM:** This Agreement shall have a term of six (6) months from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all services prepared by the Contractor through such date.

3. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.

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

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

8. **COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. **NON-COMPLIANCE WITH INSURANCE REQUIREMENTS**: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge

any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. **INDEMNIFICATION**: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. **STANDARD INSURANCE REQUIREMENTS**: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

    A. **Workers' Compensation Insurance**:
        1. For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
        2. For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

    B. **Commercial General Liability Insurance**: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

    C. **Motor Vehicle Liability**: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

    D. **Additional Insured**: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following

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

E. **Professional Liability**: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. **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 at least (10) days prior to the expiration date.

G. **Proof of Insurance Coverage**: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
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, if applicable;
5. If so requested, Certified Copies of all policies mentioned above will be furnished.

H. **Maintaining Insurance**: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage

12. **WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Leslie Pielack, Museum Director

Contractor L.G.K Building Inc.
1851 Lone Pine Road.
Bloomfield Hills, MI 48302
Attn: Alex Lek Kalaj

13. **COVID:** The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff that will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the

Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. **AMENDMENTS**: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. **WAIVER OF BREACH**: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. **COMPLETE AGREEMENT**: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. **DIRECT OR INDIRECT 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 the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

18. **FAILURE TO PERFORM.** If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. **LEGAL PROCEEDINGS**: 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 a federal or state court with jurisdiction over Oakland County, Michigan.

20. **RESPONSE TO REQUESTS FOR PROPOSALS**: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 4/4/2022, to the City's Request for Proposals dated 4/4/2022 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor 4/12/2022 (date of response) response, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor L.G.K Building Inc.

By: _____

Its: PRESIDENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 9 day of April, 2022, before me personally appeared L.K. Kday, who acknowledged that with authority on behalf of L.G.K. Building Inc to do so he/she signed this Agreement.

_____
Notary Public
Wayne County, Michigan
Acting in Oakland County, Michigan
My commission expires: June 25, 2028

KEISHA M DAYS
Notary Public - State of Michigan
County of Wayne
My Commission Expires Jun 25, 2028
Acting in the County of Oakland

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Thomas M. Markus, City Manager
(Approved as to substance)

Leslie Pielack, Museum Director
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

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

ATTACHMENT B
BIDDER'S AGREEMENT FOR PHASE I-UPPER WINDOWS- ALLEN HOUSE HISTORIC WINDOW RESTORATION PROJECT

ATTACHMENT B - BIDDER'S AGREEMENT

For Birmingham Museum – Phase I-Upper Windows- Allen House Historic Window Restoration Project

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Alex Lek Kalaj	400.00 04/04/2022
PREPARED BY (Print Name)	**DATE**
President	04/04/2022
TITLE	**DATE**
	Lgkbuilding@gmail.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
L.G.K Building Inc.	
COMPANY	
1851 Lone Pine Rd. Bloomfield Hills, MI 48302	248-757-3155
ADDRESS	**PHONE**
N/A	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C
COST PROPOSAL FOR PHASE I-UPPER WINDOWS-ALLEN HOUSE HISTORIC WINDOW RESTORATION PROJECT

ATTACHMENT C - COST PROPOSAL

For Birmingham Museum – Phase I-Upper Windows- Allen House Historic Window Restoration Project

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

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

COST PROPOSAL	
ITEM	**BID AMOUNT**
Materials & Equipment	$ 12,400.00
Labor	$ 85,300.00
Miscellaneous (Attach Detailed Description)	$ N/A
TOTAL BID AMOUNT	$ 97,700.00
ADDITIONAL BID ITEMS	
Provide/Install New Storm Windows: Allied Storm Windows: Model HOL-B with 1/8" low–e glazing, or equivalent, white, no screens	$ 12,500.00
Replace all sash weather strips with new	$ 1,800.00
GRANDTOTAL AMOUNT	$ 112,000.00

UNIT COST BID ITEMS		
Window Unit	$ 4,869.00	**per**

Firm Name L.G.K Building Inc.

Authorized signature _____ Date: 04/09/2022

Printed Name: Alex Lek Kalaj

ATTACHMENT D
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR PHASE I-UPPER WINDOWS- ALLEN HOUSE HISTORIC WINDOW RESTORATION PROJECT

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Birmingham Museum – Phase I-Upper Windows- Allen House Historic Window Restoration Project

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

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

Alex Lek Kalaj	04/04/2022
PREPARED BY (Print Name)	**DATE**
President	
TITLE	**DATE**
	lgkbuilding@gmail.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
L.G.K Building Inc.	
COMPANY	
1851 Lone Pine Road. Bloomfield Hills, MI 48302	248-757-3155
ADDRESS	**PHONE**
N/A	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
30-0836796	
TAXPAYER I.D.#	

ATTACHMENT E
DETAILED SCOPE OF WORK AND WINDOW SURVEY FOR PHASE I-UPPER WINDOWS- ALLEN HOUSE HISTORIC WINDOW RESTORATION PROJECT

ATTACHMENT E - DETAILED SCOPE OF WORK WITH WINDOW SURVEY
For Birmingham Museum- Phase I-Upper Windows- Allen House Historic Window Restoration Project

GENERAL INFORMATION

The majority of sashes are currently painted in place and are non-operable. The sashes are in fair condition with excessive amounts of exterior paint and window glazing. This is the first time the windows will be taken out for repairs and restoration since installed in 1926. The exterior window casings and exterior sills (outside the storms) have been recently scraped and repainted.

The removal of sashes, replacing cords, cleaning weight pockets, and jamb/sill refinishing will produce excessive dust containing lead. These activities must be coordinated to minimize exposure to the interior of the house. At a minimum, rooms must be closed off and protective barriers/covers in place to protect all furnishings. HEPA vacuums and air purifiers are to be used throughout the process. Hand washing of the walls and floors is to be completed prior to opening the space to the public. All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.

SASH REMOVAL/RE-INSTALLATION

(Note: weight pockets may be on the exterior of jamb, under top sash.)

- All sash and jamb metal weather strips will be removed from the interior.
- Exterior storm windows will remain in place during restoration.
- 10 mm twin wall polycarbonate secured to the inside of the blind stop will be used as additional temporary barrier.
- Inside stops will be re-used. Remove excessive paint, sand, and paint.
- Sashes will be marked/labeled as to their respective openings and wrapped in plastic with the weather strips prior to removal from the work area.
- Metal weather strips on the sill and head will remain in place.
- All interlocking sash weather strips will be cleaned and re-used.
- Sashes will be installed with new sash cord by Simpson Cordage, Aetna, size #7 or #8 depending on sash weight.
- Parting stops will be stripped and re-used or new can be made to exact dimension out of VG Douglas fir.
- When replacing sash cords, weight pockets are to be vacuumed of debris using HEPA vacuum. (note: Some weight pockets are accessed from the exterior jamb)
- All sash pulleys are to be cleaned of paint and lubricated in place.
- Top and bottom sashes will be installed and field verified that they open, stay open, close and lock with minimal effort.
- Missing or broken hardware will be replaced in kind.
- Sashes will be installed finished and painted.
- All hardware is to be cleaned and re-used, unless broken.

JAMB AND SILL REFINISHING

- The interior and exterior side and interior head of the jamb, sill up to the storm window, and the blind stop inside of the storm window will be stripped of paint

using hand tools and biodegradable chemical strippers or heat. (note: if using environmentally safe chemical strippers, care must be taken to neutralize them appropriately and give adequate time for the treated wood to dry)

- Any hardware present that is no longer used will be removed and the holes filled.
- Small defects due to aging will be left in place.
- Defects caused by hand tools will be filled with wood filler and/or lightly hand sanded.
- Wood surfaces will be scraped clean using carbide blades.
- Refer to **Wood Rot and Epoxy Repairs Section** if defects are discovered requiring more than simple wood filling.
- Finish with one coat of oil-based primer and two top coats latex paint with color matched to original.

SASH RESTORATION

- All glazing putty, paint, and finishes will be removed from the sashes.
- All glass will be salvaged, cleaned and re-used. Cracked glass will be replaced with clear annealed glass of same thickness.
- Sashes with more than ½" play side to side will have the joinery glued with waterproof glue or epoxy and be `re-dowelled/pinned.
- Cracked glazing rebates will be glue or replaced.
- Defects on the milled surface of the interior sash will be repaired with thickened epoxy and sanded to match the original.
- Any screw holes that no longer hold the screw fast will be drilled, doweled, and re-drilled.
- Sash will be sanded to 80 grit on the exterior and 120 grit on the interior. Milled profiles will be hand sanded to preserve the shape.
- Interlocking weather strips at the meeting rail will be cleaned of paint and debris and re-nailed if loose.
- The wood will be treated with a mixture of 60% boiled linseed oil/40% mineral spirits prior to bedding glass and priming.
- Sashes are to be primed with one coat oil based primer inside and outside with the exclusion of the sides, bottom of the bottom rail, top of the top rail, and the glazing rebate.
- Glass will be bedded in a thin layer of glazing compound (SARCO multi- glaze in white), and pinned in place.
- Putty will be glazed in place to allow 1/16" inside the milled profile to allow for finish paint. Allow 4 weeks for the putty to cure prior to finish painting. Putty is not to be primed.
- Glass will be washed clean prior to finish painting.
- Finish paint will be 2 coats latex paint on the exterior.
- Interior finishes will match the original in the room (i.e., oil, natural, latex)

WOOD ROT & EPOXY REPAIR

- Wood repair epoxy products must be from the following companies and may not be interchanged: System 3; West System; Abatron; or Advanced Repair Technology.

- Where identified, the soft, decayed wood will be removed with hand tools to the point that good, un-rotted wood is reached.
- Good wood is to be pre-treated with a borate solution and allowed to dry to less than 12% moisture content before proceeding to next steps.
- The area 5 cm around the rotted wood is to have borate rods inserted into the good wood.
- Good wood will be hardened with clear penetrating epoxy hardener once moisture goals have been achieved and before applying an epoxy patch.
- After 24 hours (or manufacturer's recommendation), an epoxy patch will be applied to fill and level the defect.
- Area treated must be sanded smooth and level, and be unnoticeable with the surrounding wood.
- Prime and finish according to schedule after manufacturer's schedule of cure times.

WINDOW SCHEDULE/SURVEY

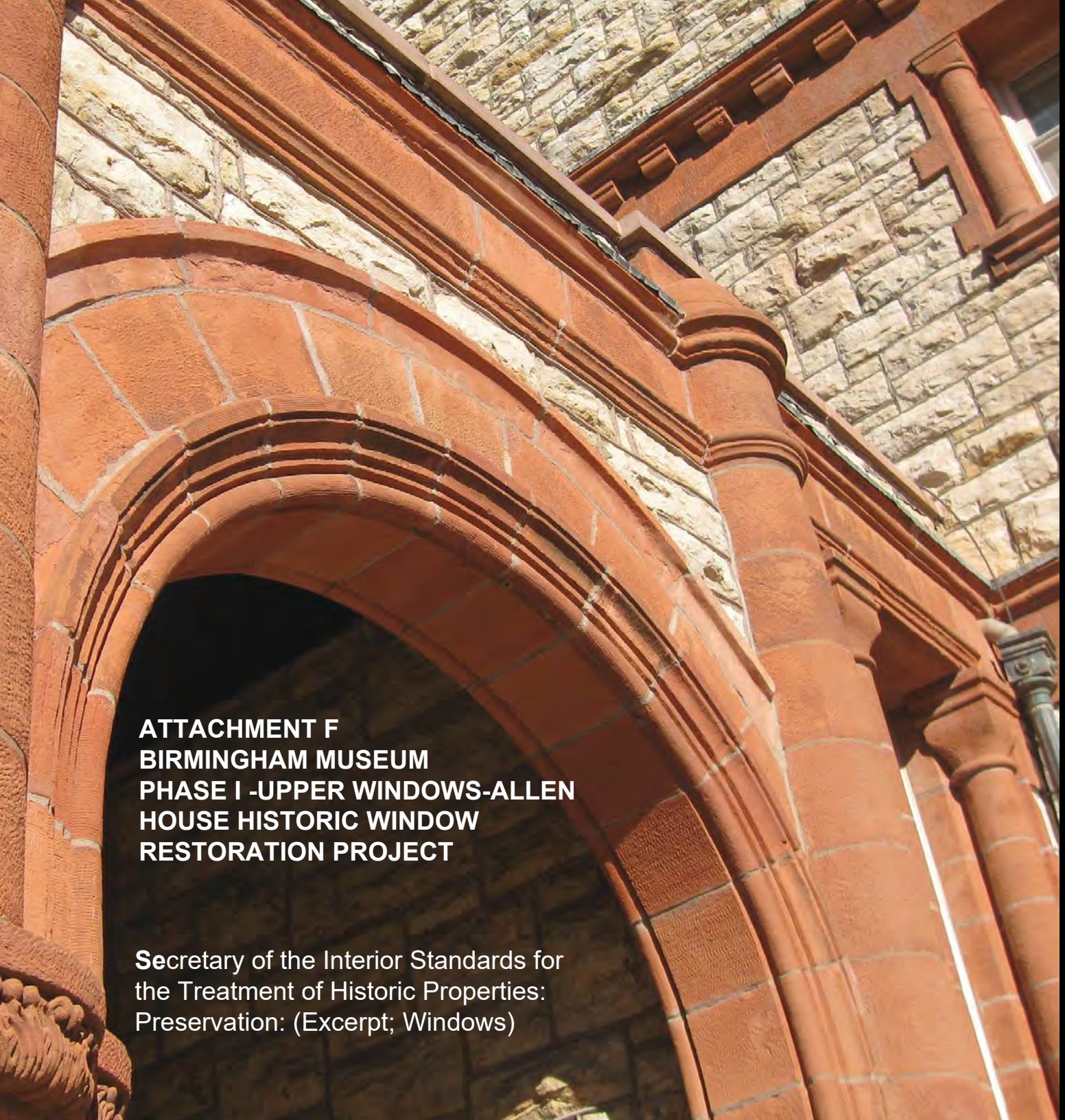
Second floor begins at the top of the stair directly ahead. Note: Windows to be removed, restored/repaired, and re-installed as fully operable. Survey repair notes provided as guide; current conditions to be field verified for final project.

Number	Configuration	Type	Location	Int.	Approx size	Comments
201	single	6/6DH	office	paint	28 x 54	bottom storm panel broken
202	mullion set 1	4/4DH	Mitchell	paint	20 x 54	missing cords
203	mullion set 2	6/6 DH	Mitchell	paint	28 x 54	
204	mullion set 3	4/4 DH	Mitchell	paint	20 x 54	
205	single	6/6 DH	Bathroom	paint	28 x 54	small defect bottom rail
206	single	6/6 DH	W Bedroom	paint	28 x 54	
207	single	6/6DH	W Bedroom	paint	28 x 54	
208	single	6/6 DH	W Bedroom	paint	28 x 54	
209	mullion set 1	4/4 DH	Whitehead	paint	20 x 54	
210	mullion set 2	6/6 DH	Whitehead	paint	28 x 54	sash cords missing
211	mullion set 3	4/4 DH	Whitehead	paint	20 x 54	
212	single	6/6 DH	Textile Room	paint	28 x 54	
213	single	6/6 DH	Textile Room	paint	28 x 54	muntin repair top sash
214	mullion set 1	4/4 DH	Blakeslee	paint	20 x 54	missing storm screen sash
215	mullion set 2	6/6 DH	Blakeslee	paint	28 x 54	
216	mullion set 3	4/4 DH	Blakeslee	paint	20 x 54	missing lift
217	single	6/6DH	Men's BR	paint	28 x 54	
218	single	6/6DH	Apartment	paint	28 x 54	
219	single	6/6DH	Apartment	paint	28 x 54	
220	single	6/6DH	Apartment	paint	28 x 54	repair meeting rail joinery, top sash
221	mullion set 1	4/4DH	Swan	paint	20 x 54	repair meeting rail joinery, top sash
222	mullion set 2	6/6DH	Swan	paint	28 x 54	
223	mullion set 3	4/4DH	Swan	paint	20 x 54	missing cords

Second Floor Summary

23 Double Hung Windows

Quantity	Size (inches)	Type
15	28 x 54	6/6DH
8	20 x 54	4/4 DH



ATTACHMENT F
BIRMINGHAM MUSEUM
PHASE I -UPPER WINDOWS-ALLEN HOUSE HISTORIC WINDOW RESTORATION PROJECT

Secretary of the Interior Standards for the Treatment of Historic Properties: Preservation: (Excerpt; Windows)

THE SECRETARY OF THE INTERIOR'S **STANDARDS** FOR THE TREATMENT OF HISTORIC PROPERTIES

WITH

GUIDELINES FOR PRESERVING, REHABILITATING, RESTORING & RECONSTRUCTING HISTORIC BUILDINGS

U.S. Department of the Interior
National Park Service
Technical Preservation Services

Under the National Historic Preservation Act (NHPA), the Secretary of the Interior is responsible for establishing professional standards and for providing guidance on the preservation of the nation's historic properties. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* apply to all grants-in-aid projects assisted through the Historic Preservation Fund (authorized by the NHPA) and are intended to be applied to a wide variety of resource types, including buildings, sites, structures, objects, and districts. The Standards address four treatments: preservation, rehabilitation, restoration, and reconstruction. The treatment Standards, developed in 1992, were codified as 36 CFR Part 68 in the July 12, 1995, Federal Register (Vol. 60, No. 133). They replaced the 1978 and 1983 versions of 36 CFR Part 68, entitled *The Secretary of the Interior's Standards for Historic Preservation Projects.* The revised Guidelines herein replace the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, published in 1995 to accompany the treatment Standards.

The Secretary of the Interior's Standards for the Treatment of Historic Properties are regulatory only for projects receiving Historic Preservation Fund grant assistance and other federally-assisted projects. Otherwise, these Guidelines are intended to provide general guidance for work on any historic building.

Another regulation, 36 CFR Part 67, focuses on "certified historic structures" as defined by the Internal Revenue Service Code of 1986. The Standards for Rehabilitation cited in 36 CFR Part 67 should always be used when property owners are seeking certification for federal tax benefits.

THE SECRETARY OF THE INTERIOR'S **STANDARDS** FOR THE TREATMENT OF HISTORIC PROPERTIES WITH **GUIDELINES** FOR PRESERVING, REHABILITATING, RESTORING & RECONSTRUCTING HISTORIC BUILDINGS

Revised by Anne E. Grimmer

from *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*
Kay D. Weeks and Anne E. Grimmer (1995)

U.S. Department of the Interior
National Park Service
Technical Preservation Services
Washington, D.C.

2017

STANDARDS FOR PRESERVATION & GUIDELINES FOR PRESERVING HISTORIC BUILDINGS

Preservation

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

Standards for Preservation

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

GUIDELINES FOR PRESERVING HISTORIC BUILDINGS

INTRODUCTION

Preservation is the appropriate treatment when the objective of the project is to retain the building as it currently exists. This means that not only the original historic materials and features will be preserved, but also later changes and additions to the original building. The expressed goal of the **Standards for Preservation and Guidelines for Preserving Historic Buildings** is retention of the building's existing form, features, and materials. This may be as simple as maintaining existing materials and features or may involve more extensive repair. Protection, maintenance, and repair are emphasized while replacement is minimized.

Identify, Retain, and Preserve Historic Materials and Features

The guidance for the treatment **Preservation** begins with recommendations to identify the form and detailing of those architectural materials and features that are important in defining the building's historic character and which must be retained to preserve that character. Therefore, guidance on ***identifying, retaining, and preserving*** character-defining features is always given first.

Stabilize Deteriorated Historic Materials and Features as a Preliminary Measure

Deteriorated portions of a historic building may need to be protected through preliminary stabilization measures until additional work can be undertaken. ***Stabilizing*** may begin with temporary structural reinforcement and progress to weatherization or correcting unsafe conditions. Although it may not be necessary in every preservation project, stabilization is nonetheless an integral part of the treatment **Preservation**; it is equally applicable to the other treatments if circumstances warrant.

Protect and Maintain Historic Materials and Features

After identifying those materials and features that are important and must be retained in the process of **Preservation** work, then ***protecting and maintaining*** them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. Protection includes the maintenance of historic materials and features as well as ensuring that the property is protected before and during preservation work.

Repair (Stabilize, Consolidate, and Conserve) Historic Materials and Features

Next, when the physical condition of character features warrants additional work, ***repairing*** by ***stabilizing, consolidating, and conserving*** is recommended. The intent of **Preservation** is to retain existing materials and features while introducing as little new material as possible. Consequently, guidance for repairing a historic material, such as masonry, begins with the least degree of intervention possible, such as strengthening materials through consolidation, when necessary, or repointing with mortar of an appropriate strength. Repairing masonry, as well as wood and metal features, may include patching, splicing, or other treatments using recognized preservation methods. All work should be physically and visually compatible.

Limited Replacement in Kind of Extensively Deteriorated Portions of Historic Features

The greatest level of intervention in this treatment is the ***limited replacement in kind*** of extensively deteriorated or missing components of features when there are surviving prototypes or when the original features can be substantiated by documentary and physical evidence. The replacement material must match the old, both physically and visually (e.g., wood with wood). Thus, with the exception of hidden structural reinforcement, such as steel rods, substitute materials are not appropriate in the treatment **Preservation.** If prominent features are missing, such as an interior staircase or an exterior cornice, then a Rehabilitation or Restoration treatment may be more appropriate.

Code-Required Work: Accessibility and Life Safety

These sections of the **Preservation** guidance address work that must be done to meet accessibility and life-safety requirements. This work may be an important aspect of preservation projects, and it, too, must be assessed for its potential negative impact on the building's character. For this reason, particular care must be taken not to obscure, damage, or destroy character-defining materials or features in the process of undertaking work to meet code requirements.

Resilience to Natural Hazards

Resilience to natural hazards should be addressed as part of a **Preservation** project. A historic building may have existing characteristics or features that help to address or minimize the impacts of natural hazards. These should always be used to best advantage when planning new adaptive treatments so as to have the least impact on the historic character of the building, its site, and setting.

Sustainability

Sustainability should be addressed as part of a **Preservation** project. Good preservation practice is often synonymous with sustainability. Existing energy-efficient features should be retained and repaired. New sustainability treatments should generally be limited to updating existing features and systems so as to have the least impact on the historic character of the building.

The topic of sustainability is addressed in detail in *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings*. Although specifically developed for the treatment Rehabilitation, the Sustainability Guidelines can be used to help guide the other treatments.

Preservation as a Treatment. *When the property's distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations, Preservation may be considered as a treatment. Prior to undertaking work, a documentation plan for Preservation should be developed.*

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining, and preserving windows and their functional and decorative features that are important to the overall historic character of the building. The window material and how the window operates (e.g., double hung, casement, awning, or hopper) are significant, as are its components (including sash, muntins, ogee lugs, glazing, pane configuration, sills, mullions, casings, or brick molds) and related features, such as shutters.	Altering windows or window features which are important in defining the historic character of the building so that, as a result, the character is diminished. Changing the appearance of windows that contribute to the historic character of the building by replacing materials, finishes, or colors which noticeably change the sash, depth of reveal, and muntin configuration; the reflectivity and color of the glazing; or the appearance of the frame. Obscuring historic wood window trim with metal or other material.
Stabilizing deteriorated or damaged windows as a preliminary measure, when necessary, prior to undertaking preservation work.	Failing to stabilize deteriorated or damaged windows as a preliminary measure, when necessary, prior to undertaking preservation work.
Protecting and maintaining the wood or metal which comprises the window jamb, sash, and trim through appropriate surface treatments, such as cleaning, paint removal, and reapplication of the same protective coating systems.	Failing to protect and maintain materials on a cyclical basis so that deterioration of the window results.
Protecting windows against vandalism before work begins by covering them and by installing alarm systems that are keyed into local protection agencies.	Leaving windows unprotected and subject to vandalism before work begins, thereby also allowing the interior to be damaged if it can be accessed through unprotected windows.
Installing impact-resistant glazing, when necessary for security, so that it is compatible with the historic windows and does not damage them or negatively impact their character.	Installing impact-resistant glazing, when necessary for security, that is not compatible with the historic windows and damages them or negatively impacts their character.
Making windows weathertight by recaulking gaps in fixed joints and replacing or installing weatherstripping.	Replacing windows rather than maintaining the sash, frame, or glazing.
Protecting windows from chemical cleaners, paint, or abrasion during work on the exterior of the building.	Failing to protect historic windows from chemical cleaners, paint, or abrasion when work is being done on the exterior of the building.
Protecting and retaining historic glass when replacing putty or repairing other components of the window.	Failing to protect the historic glass when making repairs.

[10] Historic exterior storm windows preserve and help to insulate wood windows.

[11] Old and brittle glazing putty should be removed carefully before reputtying to keep window glazing weathertight.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Sustaining the historic operability of windows by lubricating friction points and replacing broken components of the operating system (such as hinges, latches, sash chains or cords) or replacing deteriorated gaskets or insulating units.	Failing to maintain windows and window components so that windows are inoperable, or sealing operable sash permanently. Failing to repair and reuse window hardware such as sash lifts, latches, and locks
Adding storm windows with a matching or a one-over-one pane configuration that will not obscure the characteristics of the historic windows. Storm windows improve energy efficiency and are especially beneficial when installed over wood windows because they also protect them from accelerated deterioration.	
Protecting adjacent materials when working on windows.	Failing to protect adjacent materials when working on windows.
Evaluating the overall condition of windows to determine whether more than protection and maintenance, such as repairs to windows and window features, will be necessary.	Failing to undertake adequate measures to ensure the protection of windows.
Repairing window frames and sash by patching, splicing, consolidating, or otherwise reinforcing them using recognized preservation methods.	Removing window frames or sash that could be stabilized, repaired, and conserved, or using untested consolidants, improper repair techniques, or untrained personnel, potentially causing furthur damage to historic buildings.
Using corrosion-resistant roof fasteners (e.g., nails and clips) to repair a roof to help extend its longevity.	
The following work is highlighted to indicate that it represents the greatest degree of intervention generally recommended within the treatment ***Preservation****, and should only be considered after protection, stabilization, and repair concerns have been addressed.*	
Limited Replacement in Kind	
Replacing in kind extensively deteriorated or missing components of windows when there are surviving prototypes, such as frames or sash, or when the replacement can be based on documentary or physical evidence. The new work should match the old in material, design, scale, color, and finish.	Replacing an entire window when limited replacement of deteriorated or missing components is appropriate. Using replacement material that does not match the historic window.

LGKBUIL-01 DBENT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2022

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

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

PRODUCER
Finn's J M & J Insurance Agency, Inc.
483 Little Lake Drive
Ann Arbor, MI 48103

CONTACT NAME:
PHONE (A/C, No, Ext): (734) 668-4050 FAX (A/C, No): (734) 668-1860
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Home-Owners Insurance Company	26638
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Liberty Mutual Insurance Corporation-MWCPF	33600
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LGK Building Inc
1851 Lone Pine Rd
Bloomfield Hills, MI 48302

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		14208745	3/4/2022	3/4/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LDC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		5220873700	3/4/2022	3/4/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		WC5-39S-716375-012	3/15/2022	3/15/2023	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is Additional Insured for General Liability, including products and completed operations, (Form 55373) if required by written contract and Auto Liability (Form 58504), including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
The General Liability (Form 55373) and Auto Liability (Form 58540) are primary and non-contributory per written contract and policy language.

CERTIFICATE HOLDER

The City of Birmingham
151 Martin Street
Birmingham, MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

Q.O. - Lek Kalaj

LGK BUILDING INC
1851 LONE PINE ROAD
BLOOMFIELD HILLS, MI 48302

License No:
2102207997

Expiration Date:
05/31/2023

United States Environmental Protection Agency

This is to certify that

L.G.K. Building Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires August 07, 2022

NAT-F178570-1

Certification #

July 24, 2017

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

L.G.K. BUILDING INC.
1851 Lone Pine Rd. Bloomfield Hills, Mi. 48302
Phone: (248) 757-3155

Date:04/04/2022

Names and Role of Employees:

Key employees that will be involved in this project are as follows:
1. Alex Lek Kalaj President/Owner of L.G.K Building Inc.
2. Adam Kalaj -Employee
3. David Kalaj -Employee
4. Peter Carrol -Subcontractor. Roll of this subcontractor is to transport window sashes to his shop perform complete restoration including prime, paint and once all completed, they will be transport back to Allen House where sashes would be reinstalled by L.G.K Building Inc. Also same subcontractor(Peter Carrol) will be installing storm windows.

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Date: 04/04/2022

Project Approach/Construction Sequence

1. Our plan is to start project on July 10
2. Remove sashes from Windows by July 20
3. Repair window frames/casing, hardware, epoxy repair where needed, spot prime and paint interior of window frame ready to receive restored sashes July 20-July 30
4. Allow time to subcontractor to restore all sashes between July 30 and September 10 this would allow glazing to cure 4 weeks then prime and paint sashes at the subcontractor's shop.
5. Start reinstallation of restored sashes on September 12 until October 1
6. Remove and reinstall storm windows start October 1 to October 15
7. Perform clean up and touchup of all areas where construction took place October 15 to October 20.

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References:

1. John Galik - Phone: 248.530.1883 – Email: jgalik@bhamgov.org
2. Richard Miller – Phone: 734.374.1459 – Email: rmiller@ci.taylor.mi.us
3. John Mudreyko – Phone: 313.330.7511 – Email: jmudreyko@ci.taylor.mi.us

Taylor Historical Museum

Hunter House Birmingham

City of Birmingham
A Walkable Community

MEMORANDUM

DATE: March 3, 2021

TO: Historic District Commission

FROM: Leslie Pielack, Museum Director

SUBJECT: Birmingham Museum - Allen House Historic Window Restoration Project

The Allen House was designed by architect Rupert Koch and built in 1926 for Harry Allen, the first mayor of the City of Birmingham, and his wife Marion. The Allens wished to preserve the mid-19th century red brick school on the site, and Koch integrated it into his design of the 1 ½ story Colonial Revival home with Dutch and English Colonial elements by adding sided wings and an upper floor dominated by dormer windows. The school's original window openings in the central block of the building were preserved and the remaining fenestration of the house reflects the popularity of the period's Colonial Revival styling in the arrangement of double hung windows used singly and in twos and threes. All windows installed at the time are wood, double hung, multi-paned (4 over 4 and 6 over 6) and weighted units that are a key repeated feature that unifies the rather rambling building's various projections, dormer styles, and other elements.

The original house also had wood shutters, as can be seen in early photos. However, during the 1970s or 1980s, those were removed and replaced with faux aluminum shutters. In 2018, the Allen House's cedar siding was repaired and re-painted, and the non-historic shutters removed with the intention of future installation of historically appropriate shutters, possibly in FY 2022-2023.

The windows are original and have never been repaired or removed, but have been painted numerous times on both interior and exterior. They are in need of complete restoration due to areas of water damage, lack of operability due to missing or damaged hardware or overpainting, and need for re-glazing.

In 2020, North Coast Windows Works (a specialty firm dealing in historic window preservation that provides training in window restoration for the Michigan Historic Preservation Network) conducted a detailed assessment and developed a rehabilitation scope of work to be used to seek repair and restoration services for the Allen House windows. Funding has been secured for the current fiscal year to permit completion of the entire project. The repair/restoration schedule specifies the treatment for each individual unit and the hazard mitigation needed. In general, windows will be repaired and restored on site, with some exceptions noted that will require removal and shop repair. Because of the extensive nature of the work, various rooms of the house will be done in sequence with environmental controls in place to manage anticipated hazards, especially lead paint. As the public areas of the building are currently closed due to the pandemic, and anticipated to continue to be closed for some time, it is anticipated

that the public areas will be completed first in this project.

A Request for Proposals was posted on the MITN website, and approximately twelve firms specializing in historic window repair were contacted and invited to submit proposals. The RFP included the prepared scope of work and excerpts from the Secretary of the Interior Standards for the Treatment of Historic Properties (Windows) as reference.

At this time, we respectfully request that the Historic District Commission/Design Review Board provide a courtesy review of the project as proposed, with further consideration of issuing a Certificate of Appropriateness. It is further anticipated that the HDC/DRB recommendations, along with bid results, will be presented to the Museum Board at their March 5 meeting for review and final recommendation to the City Commission for a contract award to complete the project.

Suggested Resolution: To issue a Certificate of Appropriateness for the Birmingham Museum - Allen House Historic Window Restoration Project.

SCOPE OF WORK

The historic Allen House is in the Mill Pond Historic District in the City of Birmingham, built in 1926 and now part of the Birmingham Museum complex. The house's double hung windows are original, and require repair and restoration to return them to operational function. They must be restored by a qualified contractor.in strict accordance with the Secretary of Interior Standards for the Treatment of Historic Properties (see Excerpt, Attachment G)

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein for the **Birmingham Museum - Allen House Historic Window Restoration Project:**

1. The Contractor shall furnish all labor, materials, and equipment required to repair and restore the historic double hung windows in the Allen House, located at 556 W. Maple Rd., Birmingham, MI 48009 in accordance with the requirements as defined and noted herein and by the Scope of Work and Window Survey (Attachments E and F):

    a) This project will remove and restore the original windows dating to 1926 on the first and second floor as follows:

        - 26 double hung windows on first floor
        - 1 arched top window on first floor
        - 1 door on the first floor
        - 23 double hung windows on second floor

    b) All sashes will be removed for restoration and re-installed as operable in accordance with a detailed window survey and specifications for each individual window (see below and Attachment E, Allen House Historic Window Restoration Scope of Work and Attachment F, Window Survey).

2. The majority of sashes are currently painted in place and non-operable. The sashes are in fair condition with excessive amounts of exterior paint and window glazing. This is the first time the windows will be taken out for repairs & restoration since installed in 1926. The exterior window casings and exterior sills (outside the storms) have recently been scraped and repainted.

3. The building will be occupied by employees during the project and portions of the building may be open to the public based on project progress. The removal of sashes, replacing cords, cleaning weight pockets, and jamb/sill refinishing will produce excessive dust containing lead. These activities must be coordinated to minimize the expose to the interior of the house. Rooms must be closed off and protective barriers/covers put in place to protect all furnishings. HEPA vacuums and air purifiers must be used throughout the process. Hand washing of the walls and floors must be completed before opening the space to the public.

4. Project requirements are detailed in Attachment E, Allen House Historic Window Restoration Scope of Work, and Attachment F, Window Survey, and include:

    b) Sash removal and installation
    c) Jamb and sill refinishing
    d) Sash restoration
    e) Door restoration
    f) Wood rot and epoxy repair

5. The Contractor shall provide additional alternative pricing as follows:

    g) Alternative 1: Provide pricing for the purchase and installation of new storm windows. All sizes to be field verified. Storm windows to be Allied Storm Windows, Model HOL-B with 1/8" low-e glazing, white, no screens.
    h) Alternative 2: Replace all existing sash weather strips with new.

6. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner. **All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.**

7. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines. **The Contractor shall provide the City with a copy of its COVID-19 Plan required by MIOSHA.**

8. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.

9. The Contractor shall comply will all City of Birmingham's regulations for maintaining construction sites.

10. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

Allen House Historic Window Restoration Scope of Work

General Information

The majority of sashes are currently painted in place and are non-operable. The sashes are in fair condition with excessive amounts of exterior paint and window glazing. This is the first time the windows will be taken out for repairs and restoration since installed in 1926. The exterior window casings and exterior sills (outside the storms) have been recently scraped and repainted.

The removal of sashes, replacing cords, cleaning weight pockets, and jamb/sill refinishing will produce excessive dust containing lead. These activities must be coordinated to minimize exposure to the interior of the house. At a minimum, rooms must be closed off and protective barriers/covers in place to protect all furnishings. HEPA vacuums and air purifiers are to be used throughout the process. Hand washing of the walls and floors is to be completed prior to opening the space to the public. All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.

Sash Removal/Installation

(Note: weight pockets may be on the exterior of jamb, under top sash.)

- All sash and jamb metal weather strips will be removed from the interior.
- Exterior storm windows will remain in place during restoration.
- 10 mm twin wall polycarbonate secured to the inside of the blind stop will be used as additional temporary barrier.
- Inside stops will be re-used. Remove excessive paint, sand, and paint.
- Sashes will be marked/labeled as to their respective openings and wrapped in plastic with the weather strips prior to removal from the work area.
- Metal weather strips on the sill and head will remain in place.
- All interlocking sash weather strips will be cleaned and re-used.
- Sashes will be installed with new sash cord by Simpson Cordage, Aetna, size #7 or #8 depending on sash weight.
- Parting stops will be stripped and re-used or new can be made to exact dimension out of VG Douglas fir.
- When replacing sash cords, weight pockets are to be vacuumed of debris using HEPA vacuum. (note: Some weight pockets are accessed from the exterior jamb)
- All sash pulleys are to be cleaned of paint and lubricated in place.
- Top and bottom sashes will be installed and field verified that they open, stay open, close and lock with minimal effort.
- Missing or broken hardware will be replaced in kind.
- Sashes will be installed finished and painted.
- All hardware is to be cleaned and re-used, unless broken.

Jamb and Sill Refinishing

- The interior and exterior side and interior head of the jamb, sill up to the storm window, and the blind stop inside of the storm window will be stripped of paint using hand tools and biodegradable chemical strippers or heat. (note: if using environmentally safe chemical strippers, care must be taken to neutralize them appropriately and give adequate time for the treated wood to dry)
- Any hardware present that is no longer used will be removed and the holes filled.
- Small defects due to aging will be left in place.
- Defects caused by hand tools will be filled with wood filler and/or lightly hand sanded.
- Wood surfaces will be scraped clean using carbide blades.
- Refer to **Wood Rot and Epoxy Repairs Section** if defects are discovered requiring more than simple wood filling.
- Finish with one coat of oil-based primer and two top coats latex paint with color matched to original.

Sash Restoration

- All glazing putty, paint, and finishes will be removed from the sashes.
- All glass will be salvaged, cleaned and re-used. Cracked glass will be replaced with clear annealed glass of same thickness.
- Sashes with more than ½" play side to side will have the joinery glued with waterproof glue or epoxy and be `re-dowelled/pinned.
- Cracked glazing rebates will be glue or replaced.
- Defects on the milled surface of the interior sash will be repaired with thickened epoxy and sanded to match the original.
- Any screw holes that no longer hold the screw fast will be drilled, doweled, and re-drilled.
- Sash will be sanded to 80 grit on the exterior and 120 grit on the interior. Milled profiles will be hand sanded to preserve the shape.
- Interlocking weather strips at the meeting rail will be cleaned of paint and debris and re-nailed if loose.
- The wood will be treated with a mixture of 60% boiled linseed oil/40% mineral spirits prior to bedding glass and priming.
- Sashes are to be primed with one coat oil based primer inside and outside with the exclusion of the sides, bottom of the bottom rail, top of the top rail, and the glazing rebate.
- Glass will be bedded in a thin layer of glazing compound (SARCO multi-glaze in white), and pinned in place.
- Putty will be glazed in place to allow 1/16" inside the milled profile to allow for finish paint. Allow 4 weeks for the putty to cure prior to finish painting. Putty is not to be primed.

- Glass will be washed clean prior to finish painting.
- Finish paint will be 2 coats latex paint on the exterior.

- Interior finishes will match the original in the room. (i.e., oil, natural, latex)

Door Restoration

- The interior of the front employee door will be sanded and repainted.
- Weather strips will be replaced in kind if missing.
- Install so that door swings open and closed without binding, latches and locks with minimal effort, and has no visible gaps between the door edge and jamb.

Wood Rot & Epoxy Repair

Approved wood repair epoxy must be from the following companies and may not be interchanged: System 3; West System; Abatron; or Advanced Repair Technology.

- Where identified, the soft, decayed wood will be removed with hand tools to the point that good, un-rotted wood is reached.
- Good wood is to be pre-treated with a borate solution and allowed to dry to less than 12% moisture content before proceeding to next steps.
- The area 5 cm around the rotted wood is to have borate rods inserted into the good wood.
- Good wood will be hardened with clear penetrating epoxy hardener once moisture goals have been achieved and before applying an epoxy patch.
- After 24 hours (or manufacturer's recommendation), an epoxy patch will be applied to fill and level the defect.
- Area treated must be sanded smooth and level, and be unnoticeable with the surrounding wood.
- Prime and finish according to schedule after manufacturer's schedule of cure times.

Alternative 1: Provide pricing for the purchase and installation of new storm windows. All sizes to be field verified.

> Allied Storm Windows: Model HOL-B with 1/8" low – e glazing, white, no screens.

Alternative 2: Replace all sash weather strips with new.

Birmingham Museum - Allen House Historic Window Restoration Project
Attachment F

Window Survey - Allen House

556 W. Maple Rd., Birmingham, MI 48009

All sashes wil be removed for restoration and installed as operable.
Survey starts at first window to the left of the main front door

First Floor

Number	Configuration	Type	Location	Int. Finish	Approx size(")	Comments
101	single	9/9 DH	LR	paint	36 x 74	missing lock, storm missing screen
102	single	6/6 DH	Study	stain	28 x 54	
103	single	6/6 DH	Study	stain	28 x 54	
104	mullion set 1	4/4DH	Study	stain	20 x 54	missing sash cords
105	mullion set 2	6/6 DH	Study	stain	28 x 54	
106	mullion set 3	4/4DH	Study	stain	20 x 54	
107	mullion set 1	4/4DH	Sun Rm	paint	20 x 54	missing lock
108	mullion set 2	6/6 DH	Sun Rm	paint	28 x 54	missing lock
109	mullion set 3	4/4DH	Sun Rm	paint	20 x 54	missing lock
110	mullion set 1	6/6 DH	LR	paint	20 x 74	bottom rail defect at lift, lock missing
111	mullion set 2	9/9 DH	LR	paint	28 x 74	missing sash cords
112	mullion set 3	6/6 DH	LR	paint	20 x 74	
113	single	6/6 DH	Bath	paint	28 x 42	missing lift, glass film
114	Bay Window	6/6 DH	Cream	paint	28 x 54	
115	Bay Window	6/6 DH	Cream	paint	28 x 54	
116	Bay Window	6/6 DH	Cream	paint	28 x 54	
117	single	6/6 DH	Cream			Cover with display
118	single	6/6 DH	Cream	paint	28 x 54	missing sash cords
119	single	6/6 DH	hall	paint	28 x 54	
120	mullion set 1	6/6 DH	dining	paint	20 x 74	defect on Int. Milled profile, screws missing

First Floor (Cont.)

121	mullion set 2	9/9 DH	dining	paint	28 x 74	
122	mullion set 3	6/6 DH	dining	paint	20 x 74	broken lock
123	single	2 panel	breeze wy	paint	36 x 42 top	sml defect bottom rail
					36 x 20 bttm	
124	single	6/6 DH	garage	paint	28 x 42	missing cords, locks and lifts.
125	single	6/6 DH	garage	paint	28 x 42	Missing cords, lock, and lifts
126	single	6/6 DH	garage	paint	28 x 42	missing cords, locks and lifts.
127	single	6/6 DH	closet	paint	28 x 42	
128	single	9/9 DH	kitchen	paint	36 x 74	

End of First Floor

First Floor Summary

26 Double Hung Windows
1 Arched Top fixed window

Quantity	Size (Inch)	Configuration
2	36 X 74	9/9 DH
9	28 x 54	6/6 DH
4	20 x 54	4/4 DH
4	20 x 74	4/4 DH
2	28 x 74	6/6 DH
4	28 x 42	6/6 DH
1	36 x 42	single
1	36 x 20	single

Second floor begins at the top of the stair dirctly ahead.

Number	Configuration	Type	Location	Int. Finish	Approx size	Comments
201	single	6/6DH	office	paint	28 x 54	bottom storm panel broken
202	mullion set 1	4/4DH	Mitchell	paint	20 x 54	missing cords
203	mullion set 2	6/6 DH	Mittchell	paint	28 x 54	
204	mullion set 3	4/4 DH	Mitchell	paint	20 x 54	
205	single	6/6 DH	Bathroom	paint	28 x 54	small defect bottom rail
206	single	6/6 DH	E. Bedroom	paint	28 x 54	
207	single	6/6DH	E. Bedroom	paint	28 x 54	
208	single	6/6 DH	E. Bedroom	paint	28 x 54	
209	mullion set 1	4/4 DH	office	paint	20 x 54	
210	mullion set 2	6/6 DH	office	paint	28 x 54	sash cords missing
211	mullion set 3	4/4 DH	office	paint	20 x 54	
212	single	6/6 DH	wardrobe	paint	28 x 54	
213	single	6/6 DH	wardrobe	paint	28 x 54	muntin repair top sash
214	mullion set 1	4/4 DH	Blakeslee	paint	20 x 54	missing storm screen sash
215	mullion set 2	6/6 DH	Blakeslee	paint	28 x 54	
216	mullion set 3	4/4 DH	Blakeslee	paint	20 x 54	missing Lift
217	single	6/6DH	Men's BR	paint	28 x 54	
218	single	6/6DH	Apprtmnt	paint	28 x 54	
219	single	6/6DH	Apprtmnt	paint	28 x 54	
220	single	6/6DH	Apprtmnt	paint	28 x 54	repair meeting rail joinery, top sash
221	mullion set 1	4/4DH	Swan	paint	20 x 54	repair meeting rail joinery, top sash
222	mullion set 2	6/6DH	Swan	paint	28 x 54	
223	mullion set 3	4/4DH	Swan	paint	20 x 54	missing cords

End Second Floor

Second Floor Summary

23 Double Hung Windows

Quantity	Size (inches)	Congiguration
15	28 x 54	6/6DH
8	20 x 54	4/4 DH

Historic District Commission
Minutes Of March 3, 2021
Held Remotely Via Zoom And Telephone Access

Minutes of the regular meeting of the Historic District Commission ("HDC") held Wednesday, March 3, 2021. Chair John Henke called the meeting to order at 7:00 p.m.

1) ROLLCALL

Present: Chair John Henke; Board Members Gigi Debbrecht; Keith Deyer, Natalia Dukas, Dustin Kolo, Patricia Lang (arrived 7:05 p.m.), Michael Willoughby; Alternate Board Members Steven Lemberg, Cassandra McCarthy (arrived 7:08 p.m.); Student Representatives Charles Cusimano, Elizabeth Wiegand (all located in Birmingham, MI except Dustin Kolo, who was in Gaylord, MI.)

Absent: None.

Administration: Nicholas Dupuis, City Planner
Laura Eichenhorn, City Transcriptionist
Leslie Pielack, Museum Director

03-022-21

2) Approval Of Minutes

Motion by Mr. Willoughby
Seconded by Mr. Kolo to approve the HDC Minutes of February 3, 2021 as submitted.

Motion carried, 5-0.

ROLL CALL VOTE
Yeas: Willoughby, Dukas, Henke, Kolo, Deyer
Nays: None
Abstain: Lemberg, Debbrecht

03-023-21

3) Courtesy Review

A. 556 W. Maple - Birmingham Museum

Museum Director Pielack was present on behalf of the item.

A number of HDC members commended Museum Director Pielack on the quality of her report. There were also comments that the report should be made more widely available by the Community Development Department so that residents could reference it in their own historic preservation projects.

The report was unanimously endorsed by the HDC.

APPROVED

- Staffing/personnel
    - Mr. Shell will be located at the garden bed and will wear an attention-getting "Master Gardener" hat or vest and will direct plant donations to the perennial bed
    - Ms. Logue will be with Mr. Shell at an easel with the Heritage Zone plans and renderings and a donation station for the Friends
    - Ms. Harris, Ms. Keefer, and Ms. Barrett will be stationed in the tents and will help visitors with plant labeling as needed
    - Museum staff will be on hand for Allen House and Hunter House visitors and to assist outdoors as needed
    - All personnel will wear lanyards/badges
- Other
    - Ms. Snyder-Philipoff will take photos of the event
    - Mr. Shell will take any leftover plants for the BFNA island garden on Northlawn

The Board decided on the following plan for the commemorative event for the Network to Freedom designation, with further planning at coming meetings:

- Date/Time—Saturday, September 17, 11:00 AM (Program) with cemetery visit to follow, and interpretive staff on hand until about 1:00 PM
- Program—1/2 hour in length; Museum Board designated representative will act as emcee; suggested speakers:
    - Researchers Getschman, Patt, and Casaceli
    - Commission representative (mayor)
    - (Possible: Michigan Freedom Trail Commission representative)
    - Snyder-Phillipoff representing Seaholm Black Student Union
    - (Possible: local minister or Black historian to discuss historic context of UGRR) (Ms. Barrett, Director Pielack will check into contacts)
    - (Possible: descendants)
- Cemetery Walk—following program
    - pedestrian access only, except for mobility challenged
    - police for crowd control/guidance at entrance and exit
    - Black Student Union members, Museum staff, volunteers in groups of three or four at each burial site with interpretive brochures to answer questions
    - Launch museum's mobile tour app of Fish and Taylor sites (free/download in app store)

New Business

Members were presented with the details for the **Birmingham Museum--Phase I Allen House Historic Window Restoration Project** and the proposal provided by L.G.K.

DRAFT

Construction, Inc. in the amount of $112,000 for the complete restoration of the upper level windows and the installation of storm windows for additional long-term maintenance. L.G.K. has proven to be a qualified and dependable contractor with past historic preservation projects on the Allen House siding preservation and extensive repair of the Hunter House exterior and windows, drainage installation and foundation repair. Board members agreed by consensus that the proposal is appropriate and the contractor qualified, and recommend that the City Commission award the contract for the **Birmingham Museum—Phase I Allen House Historic Window Restoration Project** to L.G.K. Construction, Inc.

Members also discussed the grant-funded sign available for Greenwood Cemetery to designate it as a Michigan Freedom Trail/Underground Railroad Network to Freedom site. The sign is 10" X 14" with the MFT and Network to Freedom brand and logo and is consistent with other national NTF signage. The Greenwood Cemetery Advisory Board is considering whether to use the sign, which would be mounted on the fence outside the cemetery gate within view of the sidewalk and passing vehicles. The sign would have a unique QR code and web information to take visitors to online content explaining the site and the historical information about Fish and Taylor and their burial sites. The Board suggested that the sign is an honor, and agreed by consensus to recommend to the Greenwood Cemetery Advisory Board and to the City to accept the sign and install it at the entrance of the cemetery for the benefit of the city and the public.

Communication and Reports

Director Pielack provided updates to the Director Report.The Greenwood Cemetery Advisory Board is finalizing its review of cemetery rules and regulations in coordination with the city attorney and Clerk's office. These include proposed rules and a procedure for installing markers on historically significant gravesites when the applicant is not the deed holder, such as is the case with the Taylors. The proposed rules would establish a sequence of review and approval that would include the city clerk, Museum Director, Museum Board, and the Greenwood Cemetery Advisory Board before final administrative approval to install a marker. The rules and regulations are expected to receive final approval from the City Commission in May or June. To facilitate the approval and installation process for the Taylor marker, the Museum Board could provide their review of the historical significance of the Taylors in advance, since that determination can be made independently and then included with the application once the forms are finalized. The Board agreed by consensus to include this item on the next Agenda for May 5. Director Pielack also summarized the museum's new mobile app and how it would work, and indicated the museum will be launching a pilot project of the 2nd grade tour app on Saturdays in the month of May. Adults with students will be free to the museum in exchange for testing the app and filling out a survey.

City of Birmingham
A Walkable Community

MEMORANDUM

IT Department

DATE: **04/25/2022**

TO: **Tom Markus, City Manager**

FROM: **Eric Brunk, IT Manager**

SUBJECT: **Nutanix extended service renewal**

Introduction:

The current service agreement for our Nutanix Hyper-Converged server environment will expire April 27th 2022 unless renewed. The extended service agreement, which includes replacement parts and online support for our Nutanix Hyper-converged Server environment is setup to manually renew yearly.

Background:

The City of Birmingham purchased our Nutanix Hyper-converged server environment through CDWG. The system came with an initial 2-year onsite support agreement with the option to renew onsite support and maintenance on a yearly basis at the end of that initial period. The current agreement will expire April 27th 2022 unless renewed. The support agreement keeps the environment updated with the latest operating software and firmware and allows for the IT department to get online support and replacement parts for the environment as needed.

Legal Review:

The documents have been sent to the city attorney for review. Although not in our format and to our current specifications it will be allowed.

Fiscal Impact:

Total expense for the renewal is $8,185.00 and there are funds in the Computer maintenance fund account # 636-228.000-933.0600 to cover this expense.

Summary:

The IT department would like authorization to renew the extended service agreement from CDWG and renew support for our Nutanix service agreement to April 27th, 2023 at a total cost of $8,185.00.

Attachments:

The quote from CDWG for purchase of the extended service agreement.

Suggested Action:

To make a motion adopting a resolution to authorize the IT department to renew the Nutanix extended service agreement from CDWG for a total cost not to exceed $8,185.00. Funds are available in the Computer Maintenance fund account # 636-228.000-933.0600

QUOTE CONFIRMATION

DEAR ERIC BRUNK,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MQVB700	3/8/2022	MQVB700	5969901	$8,185.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Nutanix Production - extended service agreement (renewal) - on-site Mfg. Part#: RS-PRD-ST 04/28/2022 04/27/2023 17SM6C140277 Electronic distribution - NO MEDIA Contract: MARKET	1	6001995	$8,185.00	$8,185.00

PURCHASER BILLING INFO

Billing Address:
CITY OF BIRMINGHAM
ACCOUNTS PAYABLE
151 MARTIN ST
PO BOX 3001
BIRMINGHAM, MI 48009-3368
Phone: (248) 530-1850
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF BIRMINGHAM
ERIC BRUNK
151 MARTIN ST
BIRMINGHAM, MI 48009-3368
Phone: (248) 530-1885
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL	$8,185.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$8,185.00**

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

Ryan Marron | (877) 219-8208 | ryamarr@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer’s carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer’s Affiliates (defined below) hereby release Seller and Seller’s Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its

Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller′s costs of collection, including, but not limited to, court costs, filing fees and attorneys′ fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time

but currently includes Cuba, Iran, Sudan and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN

CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) $50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to

use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: Return Policy. Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at Customer Relations to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of

Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.** Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.**

Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, **"Process," "Processed," or "Processing"**) on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("**Personal Data**"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("**CCPA**"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("**Privacy Laws**"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("**EEA**") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("**Security Breach**"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer′s written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule

or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Reimbursed Party") against any and all losses costs, or expenses of whatever kind, including professional fees and attorney's fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer's violation of any Privacy Laws in connection with this Agreement.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 12-27-2019

Related Links

- Site Use
- Privacy Policy
- Product Recalls
- Site Accessibility
- Site Map

WE GET GETTING RESULTS

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

What We Solve
Research Hub
Products

My Account
Quick Order Status

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Why CDW
About Us
Careers
Diversity and Inclusion
ESG
Investor Relations
International Solutions
Locations
Newsroom & Media
Suppliers

HOW CAN WE HELP

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eProcurement
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Nutanix License and Services Agreement

This Nutanix License and Services Agreement ("Agreement") governs Your receipt and use of any Products (as defined below) and becomes effective when you (a) issue a purchase order for the Products; (b) click the "ACCEPT" button when downloading or installing the Software; or (c) access or use the Software or Cloud Services. This Agreement is entered into between Nutanix Inc., located at 1740 Technology Dr. Ste. 150, San Jose, CA 95110, United States, if You are contracting in the Americas, or Nutanix Netherlands B.V., located at Mercuriusplein 1, 2132 HA Hoofddorp, The Netherlands, if You are contracting anywhere else in the world, or both if you are contracting globally ("Us", "We" or "Our") and your organization ("You or "Your"). You represent and warrant that You have the authority to enter into this Agreement on behalf of Your organization.

1. Definitions.

1.1. **"Affiliates"** means any corporation or other business entity which controls, is controlled by or is under common control with You through the ownership of more than fifty percent (50%) of the outstanding voting stock of the controlled corporation or more than fifty percent (50%) of the equity interest of a non-corporate entity. If You are a public sector entity, an Affiliate is an organization over which You exercise administrative control by applicable laws, regulations or governmental decree.

1.2. **"Certified Hardware"** means computer equipment that has been approved and certified by Us as interoperable with Our Software. A list of that hardware can be found at https://www.nutanix.com/products/hardware-platforms. Other hardware may be submitted for general or limited certification.

1.3. **"Cloud Services"** means Our internet-based or hosted offerings.

1.4. **"Documentation"** means Our operating manuals and technical literature describing the features, functions, certifications and other characteristics of the Software and Cloud Services.

1.5. **"Delivery"** means the date on which We make the license key for the applicable Software available to You or when We make the Software or Cloud Services otherwise available to You for use.

1.6. **"Entitlement"** means Our statement of the SKUs, types, quantities or other metrics for Our Products provided to You. We will supply You with a copy of each Entitlement and make it available in the Portal.

1.7. **"Error"** means any reproducible failure of the Software or Cloud Services to substantially perform any material function as set forth in the Documentation.

1.8. **"FlexCredits"** means the pre-paid credits which can be redeemed against Professional Services.

1.9. **"Partner"** means any entity that is authorized by Us to distribute, resell, act as a service provider or otherwise provide Our Products to You.

1.10. **"Portal"** means Our website for the receipt by You of Support Services, management of Entitlements, download of Software etc. which can be found at https://portal.nutanix.com

1.11. **"Previews"** means Products provided for preview, evaluation, demonstration or trial purposes, or early access (e.g. alpha, beta, pre-release) versions of the Products. Previews also include Products that are provided free of charge ("No-Charge Products").

1.12. **"Products"** means Our Software, Cloud Services, Support Services, Professional Services and applicable Documentation.

1.13. **"Professional Services"** means consulting, implementation, optimization, training, certification or other services related to the Software and Cloud Services.

1.14. **"Service Levels"** means the availablility and uptime warranties applicable to the Cloud Services which can be found at https://www.nutanix.com/support-services/product-support/policies subject to planned downtime and any unscheduled emergency maintenance.

1.15. **"Service Provider"** means a Nutanix Partner who has entered into an agreement with Nutanix to act as a provider of a service which employs the Software or Cloud Services.

1.16. **"Software"** means the Nutanix-branded computer programs specified in the Entitlement, Updates and Upgrades provided as part of Support Services, and APIs, libraries, utilities, tools, add-ons, license keys and other executables related to the Software or Cloud Services.

1.17. **"SOW"** means a document issued by Us that describes the Professional Services.

1.18. **"Subscription Term"** means the duration of Your subscription to the applicable Software, Support Services and/or Cloud Services as specified in the Entitlement.

1.19. **"Support Guide"** means the Nutanix Worldwide Support Program Guide which can be found at https://www.nutanix.com/content/dam/nutanix/resources/support/nutanix-support-guide.pdf.

1.20. **"Support Policies"** means Our Software End of Life Policy, Our Versioning and Compatibility Matrix, Our extended Support Policy, Our Third Party Hardware and Software Policy and Our Return Material Authorization Policy, which can be found at https://www.nutanix.com/support-services/product-support/policies.

1.21. **"Support Services"** means Our Software support and maintenance offerings described in the Support Guide.

1.22. **"Update"** means either a Minor Release, Maintenance Release or Patch Release as defined in the Support Guide.

1.23. **"Upgrade"** means a Major Release as defined in the Support Guide.

1.24. **"Usage Capacity"** means the maximum permitted usage of the i) Software based on certain licensing metrics such as the number of raw CPU cores, raw total flash drive capacity in tebibytes, cores managed, used tebibytes, named users or concurrent users, VMs or VM packs, per node or configured node, percentage of cloud spend, vCPU of each managed database server, per cluster or per vCPU, GB RAM and DR characteristic, per edge instance, or any other applicable licensing metrics; or ii) Cloud Services based on certain metrics, as specified in the Entitlement and described in the applicable Documentation.

1.25. **"Your Content"** means any data, software, applications, content, websites, platforms and services that You introduce into or otherwise use in connection with the Products.

2. Software.

2.1. **License Grant**. We grant You a limited, non-exclusive, non-transferable, worldwide license to download, install and use the Software (in object code form only) and its Documentation for Your internal business purposes only. The Software is licensed either: (a) independently of hardware nodes, portable between hardware nodes and for a fixed Subscription Term (a "Term Based License"); or (b) for use solely on the hardware node on which it was initially installed and supplied for the life of that hardware node (a "Life of Device License"), or as may be otherwise indicated in Your Entitlement. Subject to Section 13 "Term and Termination", the licenses for the Software and its Documentation expire when the: (a) subscription term ends in the case of Term Based Licenses; or (b) original hardware node is decommissioned in the case of Life of Device Licenses. Both Term Based Licenses and Life of Device Licenses are subject to the Usage Capacity.

2.2. **License Restrictions**. You agree not to: (a) exceed the Usage Capacity or otherwise use the Software or its Documentation in breach of the Entitlement or this Agreement; (b) transfer, resell, rent, lease, distribute, sublicense or otherwise use Software or its Documentation in a service bureau, commercial hosting service or any similar capacity unless: (i) as agreed with Nutanix in Your capacity as a Service Provider; or (ii) as otherwise explicitly permitted in the Entitlement; (c) disclose the results of any Software benchmark tests or competitive analysis; (d) decompile, disassemble or reverse-engineer any Software, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Software, except to the extent expressly permitted by applicable law; (e) install or use the Software on (i) any hardware other than Certified Hardware and certified public cloud bare metal offerings; or (ii) grey-market hardware or components; (f) transfer or use any Life of Device Licenses on the hardware node other than that on which it was initially installed and supplied; (g) modify, adapt or create a derivative work of the Software or Documentation; or (h) remove, conceal or alter any product identification, copyright or other proprietary notices in the Software or Documentation; (i) assist or encourage any third party to do any of the foregoing or; (j) use the Products after the expiration of a Term.

2.3. **License Conversion.** Subject to You placing a valid purchase order for the same with a Partner, You may convert legacy Life of Device Licenses into Term Based Licenses, in which case, We will alter Your Entitlement to reflect the different usage model.

2.4. **Previews License Grant.** Subject to Your compliance with this Agreement, and the licenses granted hereunder, We grant You a license to Previews, for the purposes of evaluation, or as applicable, to Previews specifically identified as alpha, beta, pre-release, demonstration or preview and its Documentation for Your internal business purposes within the Usage Capacity or other licensing metrics as applicable. Previews may only be used in non-production environments and not for commercial purposes or the processing of any production data. Notwithstanding the forgoing within this section 2.4, and subject to Your compliance with the rest of this Agreement, We grant You a non-exclusive, non-transferable, non-sublicensable, terminable (in accordance with Section 13 herein) license to Use the No-Charge Products solely for internal purposes on Licensee's own premises. Previews are likely to be under development, and might not ever be generally released.

3. Support Services.

3.1. **General.** Depending on the software license type You purchase, Support Services are either included in the subscription (Term Based License) or available separately for a fee (Life of Device License). We will provide to You the level of Support Services specified in the Entitlement. The Support Services will be provided in the English language.

3.2. **Scope of Support Services.** Under a valid Support Service Entitlement, We shall: (a) provide You with access to the Portal; (b) provide telephone and web-based Support 24x7 in accordance with the Support Guide and the Support Policies; (c) respond to reported issues within the applicable timeframes in accordance with the mutually agreed priority level ascribed to the Error; (d) address Errors in the form of Updates or Upgrades, workarounds, procedural solutions, correction of Documentation errors, or other remedial measures as We may reasonably determine to be appropriate; and (e) provide You with access to the current versions of released software, including bug fixes, patches and any generally available Updates and Upgrades.

3.3. **Out of Scope Support Services.** Support Services exclude: (a) Software installation; (b) education, training, consulting and Professional Services; (c) services relating to third-party integrations, modifications or customizations; and (d) Software that is end-of-life and no longer supported as outlined in Our Support Policies.

3.4. **Exclusions.** We shall have no obligation to provide Support Services for: (a) Software that is not registered and validly licensed; (b) any Errors which are attributable to third party products or modifications, alterations or repairs to the Software made by a party other than Us or a party authorized by Us; (c) any Errors which are attributable to the installation, operation or maintenance of the Software on hardware other than Certified Hardware or authorized public cloud bare metal offerings or otherwise not in accordance with the Documentation; or (d) for Software which is installed on hardware which is not currently covered under a valid support contract or if such hardware has greymarket or second-hand parts installed. We do not guarantee that Software will be compatible with the hardware You purchased except for Certified Hardware in accordance with Our Support Policies.

3.5. **Your Responsibilities.** It is Your responsibility to: (a) register an account with Us at Our Portal, to keep Your account profile up to date and to designate, in accordance with the Support Guide, a number of authorized persons who have completed the Nutanix NP certification class ("Technical Personnel") which will be the preferred contacts for the receipt of Support Services from Us; (b) provide Us with access to Your systems, network and personnel and make available to Us data, information and other materials necessary to perform the Support Services; (c) install Updates as reasonably directed by Us, ensure that licenses have been obtained for all Software and adhere to all licensing

terms and conditions; (d) swiftly notify Us of any Error; and (e) screen first-line technical inquiries and escalate to Us only issues that Technical Personnel have not been able to resolve.

3.6. **Reinstatement of Support.** In the event that You wish to reinstate Support for Life of Device Licenses after a lapsed period, following expiration or termination of the original Support term, the applicable support fee for reinstated Support will be calculated as follows: (i) the pro rata Support fees that would have been payable at Nutanix's then applicable annual rate of Support for the lapsed Support period; and (ii) the Support fees for the future period commencing upon the reinstatement of Support.

3.7. **Support for NX Branded Hardware.** The NX brand is licensed by Us to third party hardware contract manufacturers. We do not supply or warrant NX branded hardware. If You purchase hardware Support for Your NX branded hardware, it will be governed by the Hardware Support Appendix attached to this Agreement as Appendix 1.

4. Professional Services.

You have the option to purchase Professional Services which We will deliver in accordance with the terms of this Agreement and as specified in the Entitlement and an SOW. We do not do any custom development work. You shall provide Us with any equipment, software, information, timely decisions, directions and facilities necessary for Us to perform the Professional Services. You grant Us a non-exclusive, worldwide, royalty-free license to use Your intellectual property solely for the purpose of performing the Professional Services. We grant You a license to use any deliverables provided as part of the Professional Services on the terms specified in Section 2 above. Any FlexCredits or prepaid Professional Services must be used within twelve (12) months from the purchase date, after which they will automatically expire and are non-refundable.

5. Cloud Services.

5.1. **General.** If You purchase Cloud Services, We will make the Cloud Services available to You during the Subscription Term in accordance with the terms of this Agreement, the applicable Entitlement and Documentation.

5.2. **Service Levels.** The Service Levels will apply to the Cloud Services. If We fail to meet these Service Levels, Your sole and exclusive remedy will be the service credits specified therein.

5.3. **Access Right and Right to Use.** Subject to the terms of this Agreement, We grant You a limited, non-exclusive, non-transferable and revocable right to (a) access and use the Cloud Services and its Documentation for Your internal business purposes only in accordance with this Agreement and the Entitlement for the Usage Capacity and subscription term only; and (b) use any applicable Software made available to You in connection with the Cloud Services and in accordance with the Documentation on the terms specified in Section 2 above.

5.4. **Usage Restrictions.** Except as expressly permitted by this Agreement, You will not and have no rights to: (a) use the Cloud Services in excess of the Usage Capacity or otherwise in breach of the Entitlement or this Agreement, (b) use the Cloud Services, the APIs or the Software for service bureau or managed service purposes, or otherwise commercially exploit the Cloud Services unless (i) as agreed with Nutanix in Your capacity as a Service Provider; or (ii) as otherwise explicitly permitted in the Entitlement, (c) publicly communicate, transform, or sublicense the Cloud Services or otherwise assign any rights to the Cloud Services in whole or in part to any third party unless explicitly permitted in the Entitlement, (d) decompile, disassemble or reverse-engineer or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Cloud Services, the APIs or the Software, except to the extent expressly permitted by applicable law, (e) access or use disabled functions, (f) publish the results of any Cloud Services benchmark tests or competitive analysis without Our prior written consent, (g) modify, adapt or create a derivative work based on the Cloud Services, (h) use the Cloud Services for any illegal or fraudulent purposes (i) circumvent any security features; (j) use the Cloud Services in any way that poses security threats or otherwise introduces security or performance vulnerabilities into the Cloud Services, or (k) assist or encourage any third party to do any of the foregoing.

5.5. **Security and Protection of Your Content.** If the Cloud Services include the transmission and processing of Your Content by Us, then We will maintain administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Your Content as specified in the Documentation. You are responsible for using and configuring the Cloud Services in such a manner that it will provide an appropriate level of security and protection from unauthorized access to Your Content.

5.6. **License to use Your Content.** By making Your Content available, You grant Us a worldwide, royalty free, non-exclusive license to use Your Content solely to provide the Cloud Services to You.

5.7. **Your Obligations.** You are solely responsible to ensure that the use of the Cloud Services and the use of Your Content by its Users is in compliance with this Agreement and all applicable laws. You represent and warrant that Your use of Your Content in connection with Your Products will not violate any third-party rights or Your obligations to any third party. It is Your sole responsibility to provision and control the credentials of Your employees, agents, contractors and other users of the Products ("User(s)").

5.8. **Transmission of Your Content.** If the applicable Cloud Services involves the transmission of Your Content, including to a third-party platform, then You are responsible for the transmission of and the security of Your Content to and from the Cloud Services.

5.9. **Acceptable Use.** You shall not use the Cloud Services to: (a) transmit or store any content that may pose threats or otherwise engage in any conduct that may disrupt the operation of the Cloud Services or interfere with any third-party; (b) manage specifically regulated data, including, but not limited to data subject to the Health Insurance Portability and Accountability Act, Basel II, Graham Leach Bliley and Payment Card Industry regulations; (c) conduct any abusive, harassing, slanderous, fraudulent, illegal, or defamatory activity; (d) violate any laws or third-party rights, including any intellectual property rights, personal data and privacy rights; or (e) conduct, directly or indirectly, any activities associated with cryptocurrency mining or similar endeavors.

5.10. **Temporary Suspension.** We may temporarily suspend Your rights to access the Cloud Services if You use the Cloud Services outside the scope of this Section 5.

6. Proprietary Rights.

6.1. **Our Products.** We and Our licensors own all worldwide right, title and interest in the Products including all related including copyrights, trademarks, service marks, patents, trade secrets, know-how, moral rights and all other proprietary rights, including registrations, applications, renewals and extensions of such rights existing anywhere in the world, whether registered or unregistered ("Intellectual Property Rights"). The Products are Our valuable trade secrets and constitute Our Confidential Information. Except for the rights explicitly granted to You in this Agreement, all right, title and interest in the Products are reserved and retained by Us, Our affiliates, and/or Our licensors. You do not acquire any intellectual property or other rights in the Products as a result of downloading, installing, accessing or using the Products except as specified in this Agreement.

6.2. **Your Content**. You or Your licensors shall own all right, title and interest in and to all of Your Content and You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Your Content.

6.3. **Feedback**. If You choose to give Us any ideas, suggestions, enhancement requests, recommendations or any other materials in connection with this Agreement or Our Products (collectively, "Feedback"), You grant Us a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, and/or incorporate the Feedback into Our Products or otherwise commercially exploit such Feedback.

7. Warranties and Disclaimer.

7.1. **Software Warranty.** We warrant to You that for a period of ninety (90) days from the date of first Delivery of the Software ("Software Warranty Period"), the Software will perform the functions described in the Documentation when used in accordance with that Documentation. The Software is not warranted to be Error free. In the event of a breach of this warranty that is reported to Us during the Software Warranty Period, We shall at Our election either (i) repair or replace the Software so that it conforms to the foregoing warranty or (ii) terminate the license with respect to the non-conforming Software and refund the license fees paid by You for the non-conforming Software. This warranty excludes defects resulting from accidents, abuse, unauthorized repair, modifications, misapplication, or use of the Software in a manner that is inconsistent with the Documentation. If You use the Software in excess of the Usage Capacity or the scope of this Agreement, this warranty becomes void. We warrant, that at Delivery, the Software contains no known virus, malware, spyware, trojan horse or other disabling code.

7.2. **Support Services Warranty.** We warrant to You that for the duration of the Support term, Support Services will be performed with industry standard care and skill and in a professional and workmanlike manner. Should You believe that Support Services have not been performed in accordance with this warranty, You must provide Us with a reasonably detailed written notice within thirty (30) days of occurrence of the nonconformance. We will reperform any nonconfirming Support Services.

7.3. **Professional Services Warranty.** We warrant to You that Professional Services will be provided in a professional and workmanlike manner in accordance with good industry practice. Your sole and exclusive remedy for a breach of this warranty is reperformance of the Professional Services or at Our discretion a refund of the fees paid by You, provided that You notify Us of any non-conformity within thirty (30) days of the provision of the non-conforming Professional Services.

7.4. **Cloud Services Warranty.** We warrant that the Cloud Services will perform substantially in accordance with the Documentation during the Subscription Term. We do not warrant that the Cloud Services will be uninterrupted or Error free. This warranty shall not apply to the extent of any non-conformance which is (i) caused by use of the Cloud Services contrary to the Documentation or instructions, or modification or alteration of the Cloud Services by any party other than Us or Our duly authorized contractors or agents; or (ii) due to Your Content. If the Cloud Services do not conform with this warranty, We will, at Our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Subject to Section 7.2 above, if a correction of such non-conformance is not possible, then We will terminate the Cloud Services and refund any prepaid subscription fees for the affected Cloud Service covering the remainder of the applicable Subscription Term after the date You notified Us of any non-conformance.

7.5. **Disclaimer.** TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE WARRANTIES IN THIS SECTION 7 ARE YOUR SOLE AND EXCLUSIVE WARRANTY AND REMEDY. EXCEPT FOR THE WARRANTY SPECIFICALLY DESCRIBED ABOVE, ALL PRODUCTS ARE PROVIDED "AS-IS" AND ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABLE QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED.

7.6. **Previews Disclaimer.** THE WARRANTIES IN THIS SECTION 7 DO NOT APPLY TO PREVIEWS. PREVIEWS ARE PROVIDED "AS-IS", "WITH ALL FAULTS" AND "AS AVAILABLE". NUTANIX MAY CHANGE OR DISCONTINUE PREVIEWS AT ANY TIME WITHOUT NOTICE. WE DISCLAIM ALL LIABILITIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. Indemnification.

8.1. **Indemnification by Us.** Subject to the limitations in this Section 8, We will (a) defend and indemnify You against any third-party claim alleging that the Products infringe or misappropriate a third-party intellectual property right; and (b) pay any settlement amount or the damages and losses finally awarded against You by a court of competent jurisdiction as a result of the claim.

8.2. **Exclusion.** We have no obligation to indemnify You and accept no responsibility or liability for any third party infringement claims arising out of: (a) any use of the Products in a manner that is not permitted under this Agreement or the applicable Documentation; (b) any modification of the Products by anyone other than Us, except a third party acting on Our behalf; (c) the combination or use of the Products, as applicable, with any other product, service, software, data, content or method; (d) Your continued use of Products that are no longer supported by Us; or (e) any failure by You to implement Updates or Upgrades provided under Support ("Excluded Claims").

8.3. **Indemnification Claims.** If an infringement claim is made or appears likely to be made, We may, at Our own expense and discretion, do any of the following: (a) modify the Products so that it is no longer infringing without substantially limiting its functionality; (b) obtain a license for you to continue to use the Products; or (c) terminate this Agreement and refund the fees paid for the infringing Products. For Term Based Licenses, associated Support Services or Cloud Services, the refund will be calculated on a straightline amortisation basis over the subscription term. For Life of Device Licenses and associated Support Services, the refund will be calculated on a straightline amortization basis over five (5) years. For Professional Services, the refund will be the total fees for those services.

8.4. **Indemnification by You.** You will defend and indemnify Us against any claim brought against Us by a third party arising out of or relating to any Excluded Claim or Your Content including any third-party claim alleging that any of Your Content infringes or misappropriates that third-party intellectual property or violates Your obligations to any third party and You agree to pay any settlement amount, or the damages and losses finally awarded against Us by a court of competent jurisdiction as a result of the claim.

8.5. **Process.** Each party's defense and indemnity obligations in this Section 8 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any admission of wrong doing or acceptance of a material obligation by the other party without the prior written consent of the other party.

8.6. **Entire liability and remedies.** The remedies in this Section 8 represent Our entire liability and obligation and Your sole and exclusive remedy with respect to third-party intellectual property rights infringement claims related to the Products.

9. Limitation of Liability.

9.1. **Liability Exclusions.** Regardless of the basis of the claim or theory of liability, neither You nor Us will be liable for: (a) any special, indirect, incidental, consequential, or punitive damages, (b) damages arising from the loss of use, loss or corruption of data, lost profits, lost revenue, business interruption or cost of procuring substitute Products, or (c) unavailability of the Cloud Services.

9.2. **Damages Cap.** Neither Your nor Our aggregate liability shall exceed the greater of five hundred thousand United States dollars (US$ 500,000) or the amount received by Us for the applicable Products in the twelve (12) months prior to the event giving rise to this liability.

9.3. **Exceptions.** Sections 9.1 and 9.2 do not apply to usage in excess of an Entitlement, a breach of Our intellectual property rights, an indemnification claim under Section 8, a breach of the confidentiality obligations set forth in Section 10, in case of gross negligence, willful misconduct, fraud, personal injury, or to any liability pursuant to an applicable legislation that does not permit to limit or exclude any liability.

10. Confidential Information.

10.1. **Confidential Information.** Confidential Information means any non-public information disclosed by one party to the other party in connection with this Agreement and any information that is marked "confidential" or "proprietary" at the time of disclosure; if disclosed orally or visually, is designated "confidential" or "proprietary" at the time of disclosure or would be deemed to be confidential or proprietary to a reasonable recipient. Confidential Information includes copies of such information, but excludes information that: (a) is or becomes a part of the public domain through no action or omission of the receiving party ("Recipient"); (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party from the disclosing party ("Discloser"); (c) is lawfully disclosed to the receiving party by a third-party without restriction on the disclosure; or (d) is independently developed by the receiving party. Subject to applicable law, the Software, pricing information and Services Data are Confidential Information.

10.2. **Treatment.** Confidential Information shall remain the property of the Discloser. Each Party shall have the right to use the other's Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. Each party agrees: (a) to hold the other party's Confidential Information in confidence for a period of three (3) years from the date of disclosure; and (b) to disclose the other party's Confidential Information only to those employees or agents on a need to know basis provided that they are required to protect such Confidential Information against unauthorized disclosure under terms no less restrictive than those specified herein. Recipient shall protect the Confidential Information from unauthorized use, access or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care. Recipient may disclose the other party's Confidential Information to the extent that such disclosure is required pursuant to a judicial or administrative proceeding, provided that, prior to such disclosure, Recipient gives Discloser prompt written notice thereof and the opportunity to seek a protective order or other legal remedies.

10.3. **Return or Destruction.** Upon termination of this Agreement or Discloser's written request, all Confidential Information (including all copies thereof) of Discloser shall be returned or destroyed and provide written certification of this destruction, unless Recipient is required to retain such information by law, and the receiving party shall certify its compliance with this Section 10.3.

10.4. **Injunctive Relief.** Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the disclosing party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, will have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this section 10, without the necessity of posting any security. Recipient will notify Discloser in writing immediately upon the receiving party becoming aware of any breach or threatened breach.

11. Data Privacy.

11.1. **Services Data.** Notwithstanding anything to the contrary in the Agreement (including the Data Processing Addendum https://www.nutanix.com/legal/data-processing-addendum ("DPA"), where applicable), You agree that We shall have the right to use data pertaining to You and Your users and data related to Your and Your users' use of the Products, support and/or operation of the Products, for Our legitimate business purposes, such as billing, account management, security and support, as well as to develop, improve and market, products and services provided that We will process such data in accordance with Applicable Privacy Law (as defined in the DPA) and our data privacy statement which can be found at https://www.nutanix.com/legal/privacy-statement

11.2. **Data Processing.** If We process any personal data (as defined under Applicable Privacy Law) on Your behalf when performing Our obligations under this Agreement, subject to Applicable Privacy Law, You are the controller and We are the processor. Our DPA will apply when and to the extent We process Customer Data protected by Applicable Privacy Law (all as defined in the DPA). In the event of a conflict between this Agreement and the DPA, the DPA shall control.

12. Compliance.

12.1. **Compliance with Documentation.** You agree that You will comply with all instructions and requirements in any Product specification sheets, user guides, security best practices and policies, and other documentation that We provide or make available to You in connection with the use of the Products.

12.2. **Compliance with Anti-Corruption Laws.** We and You shall comply with all applicable laws and regulations including but not limited to those relating to anti-corruption or anti-bribery e.g. the U.S. Foreign Corrupt Practices Act, as amended, the U.K. Bribery Act and legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

12.3. **Export Control.** The Products are subject to export restriction in the U.S. and other jurisdictions. You are responsible to fully comply with all applicable export laws and regulations that apply to the download, installation and use of the Products in Your jurisdiction. You represent and warrant that You are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

12.4. **US Government Restrictions.** You acknowledge that the Products were developed entirely at private expense and no part of the Products were first produced in the context of a government contract. The Products are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Products. If You are using the Products on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, You will immediately discontinue Your use of the Products. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13. Term and Termination.

13.1. **Term.** This Agreement will remain effective until terminated in accordance with this Section 13.

13.2. **Subscription Renewal.** Your subscription for the Software, Support Services and Cloud Services will automatically renew for a term equal to the previous Subscription Term, or such other term agreed by Us in writing. You may cancel the automatic renewal by providing Us with ninety (90) days written notice prior to the end of Your Subscription Term. Unless You have provided notice of cancellation, You agree to raise a valid purchase order prior to the commencement of the renewal Subscription Term and We or Our Partner will be entitled to invoice You for the applicable fees. If you fail to renew Your subscription for the Software, Support Services and Cloud Services in a timely manner, backdated fees will be due for the continued use of the same, calculated from the end of preceding Subscription Term in addition to any fees due for future periods.

13.3. **Termination.** Either party has the right to suspend or terminate this Agreement upon written notice to the other party if the other party: (a) is in default of any material obligation and the default has not been cured within thirty (30) days of receipt of written notice specifying the default; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law domestic or foreign, or has been liquidated.

13.4. **Effect of Termination or Expiration of Entitlement.** Upon any termination of this Agreement or the expiration of any Entitlement issued hereunder, the rights and licenses granted to You will automatically terminate, and You agree to immediately cease using the Products, return or destroy all copies of the Products, Documentation and other Confidential Information in Your possession and certify to Us in writing completion of the return or destruction. Upon termination We will have no obligation to refund any fees or other amount received from You during the Term and You shall be required to pay immediately all outstanding amounts. All Software license fees and fees paid or owed for any Services rendered or expenses incurred as of the date of termination are non-cancellable, non-contingent and non-refundable

13.5. **Return of Your Content.** If the applicable Cloud Services involves the transmission of Your Content, then You may retrieve and remove Your Content in accordance with the Documentation. We shall have no obligation to provide Your Content thirty (30) days following the termination date.

13.6. **Previews Term and Expiration.** Unless otherwise specified in the Entitlement, Previews, except for No-Charge Products, may be used for a period not exceeding ninety (90) days from Delivery or access being granted ("Evaluation Period"). You agree to uninstall, delete and cease using such Previews at the end of the Evaluation Period. No-Charge Products may be used in accordance with this Section 13.

14. Authorized Partners.

The terms of the agreement between You and a Partner for the procurement of the Products applies solely between You and that Partner.

15. Governing Law and Jurisdiction.

15.1. **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the laws and under the exclusive jurisdiction of the competent courts as follows:

15.2

You are domiciled in	Nutanix contracting entity	Governing law	Courts with exclusive jurisdiction
The Americas	Nutanix Inc.	State of California and controlling United States law	Federal or state courts located in San Francisco
U.S. Federal Government	Nutanix, Inc.	Federal Law	US District Court or the US Court of Federal Claims
France	Nutanix Netherlands B.V.	French law	Paris
Germany	Nutanix Netherlands B.V.	German law	Munich
United Kingdom	Nutanix Netherlands B.V.	English law	England and Wales
Australia, New Zealand, Hong Kong, Korea and Taiwan	Nutanix Netherlands B.V.	State of New South Wales	Sydney
Japan	Nutanix Netherlands B.V.	Japan	District Court of Tokyo
Malaysia, Philippines, Singapore and Thailand	Nutanix Netherlands B.V.	Singapore	Singapore
China	Nutanix Netherlands B.V.	China	CIETAC Beijing
Any other country	Nutanix Netherlands B.V.	The Netherlands	Amsterdam

15.3 Exclusion. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16. Certification and Audit.

You agree to maintain accurate records as necessary to verify Your compliance with this Agreement. Upon Our request, no more than once every twelve (12) months, You agree to furnish Us with a written certification signed by one Your authorized representatives verifying that the Products are being used in accordance with this Agreement and the Entitlement. We or Our independent third-party accountant may examine and audit Your books and records relating to this Agreement and Your access, use, and deployment of the Products to the extent necessary to verify Your compliance with this Agreement and the Entitlement. Any audit will be conducted during regular business hours at Your facilities, will not unreasonably interfere with Your business and will comply with Your reasonable security procedures. If an audit reveals that You have exceeded the Usage Capacity, Usage Limits, other licensing metrics or the scope of Your license granted during the period audited, additional fees for Your excess usage are payable net thirty (30) days.

17. General.

17.1. **Affiliates and Contractors.** You may permit Your Affiliates and/or any contractor acting on Your behalf to use the Products within the Usage Capacity as specified in the Entitlement provided that they comply with the terms of this Agreement. You will be jointly and severally liable for any breach of this Agreement by any of the foregoing users.

17.2. **Assignment.** You may not assign this Agreement or any rights that We have given You under it unless We provide written consent, which We shall not unreasonably withhold. Either party can assign this Agreement to a successor in interest in the context of a change of control.

17.3. **Third-Party and Open Source Software.** The Products may contain components of copyrighted third-party software or open source software. Third party and open source software that is delivered as part of the Software is included in the warranty, support and indemnification provisions applicable to the Software provided it is not removed or used separately from the Software. Your internal use of open source software included in the Products without modification and in compliance with this Agreement will not result in the imposition of "copyleft" obligations with respect to Your intellectual property.

17.4. **No Third-Party Beneficiaries.** This Agreement does not confer any rights on any person or party other than the parties to this Agreement except as set forth in Section 1.3., 2, 3, and 9.

17.5. **Relationship of the Parties.** We perform Support Services as an independent contractor, and not as an employee, agent, joint venturer or partner of You, and neither You or We have the authority to bind the other by contract or otherwise.

17.6. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

17.7. **Subcontractors.** We may use subcontractors, but We shall remain liable to You for all of Our obligations under this Agreement.

17.8. **Force Majeure.** We will not be liable for performance delays during the performance of Support Services or Professional Services or for nonperformance, due to causes beyond Our reasonable control.

17.9. **Severability.** If any provision in this Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect.

17.10. **Notices.** Our notice address is: Nutanix, Inc., 1740 Technology Drive, Suite 150, San Jose, CA 95110, Attn: Chief Legal Officer.

17.11. **Survivial.** Sections 2.2, 5.4, 6, 8, 9, 10, 12, 16 and 17.9 shall survive the expiration or termination of this Agreement.

17.12. **Entire Agreement.** This Agreement, together with any additional terms incorporated by reference, including the Entitlement and the Appendices hereto, constitute the complete and exclusive understanding and agreement between You and Us and supersedes any written or oral prior or contemporaneous agreements, communications and understandings. Any terms and conditions contained or referenced by either party in a quote, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this Agreement will be disregarded and have no effect unless otherwise expressly agreed to by You and Us.

Appendix 1: Hardware Support for NX Branded Hardware

1. **Scope of Hardware Support Services.** We will only provide Hardware Support for NX branded hardware ("Hardware") under a valid Entitlement. If We determine that replacement parts are required for Hardware Support, then We will replace any failed part with a functional equivalent that will have equal or higher specifications. Replacement parts may be new or refurbished, at Our option. All defective parts must be returned following Nutanix's return material authorization ("RMA") policy which can be found at https://www.nutanix.com/support-services/product-support/policies. If You have purchased the Nutanix non-return disk option, all defective parts except the relevant disks must be returned following the Nutanix RMA policy. If You do not follow Nutanix's RMA policy, Nutanix may invoice You through its Partners the full cost of the replacement part(s). Returned and defective parts become Our property.
2. **Exclusions.** We shall have no obligation to provide Support Services for Hardware (a) that has been mishandled, altered or damaged due to willful or negligent acts or omissions or force majeure, or operation of the Hardware other than as specified in the documentation accompanying the Hardware; (b) modified, altered or repaired by a party other than Us or a party authorized by Us; (c) that was subjected to fire suppression discharge or a power failure; that was subjected to abnormal physical or electrical stress, abnormal environmental conditions or environmental and storage conditions (including temperature and/or humidity ranges) which are not in accordance with the documentation accompanying the Hardware; or (d) that has installed Software which is subject to Nutanix's Software End of Life Policies which can be found at https://www.nutanix.com/support-services/product-support/policies.

Appendix 2: Direct Purchase Terms

The following terms apply only if You purchase Products directly from Us.

1. Definitions

1.1. **"Delivery"** means the date when We make the license key for the applicable Software available to You or when We make the Software otherwise available to You or when We render the Professional, Support and Cloud Services.

1.2. **"Flexcredits"** means the pre-paid credits which can be redeemed against Professional Services.

1.3. **"Price List"** means Our the-current list of Products and their associated prices as amended from time to time.

1.4. **"Purchase Orders"** means the electronic or written order issued by You directly to Nutanix consistent with the corresponding price quotation for the purchase of the Products.

2. Orders & Acceptance

2.1. **Purchase Orders.** You shall issue binding, non-contingent, written or electronic Purchase Orders consistent with the corresponding price quote for the purchase of the Products. Your Purchase Orders shall refer exclusively to these Terms and the NLSA or any version thereof negotiated between You and Us.

2.2. **Acceptance.** Acceptance by You of the Software occurs upon Delivery. Acceptance of Professional, Support and Cloud Services occurs when such services are rendered unless otherwise agreed between You and Us in a separate document.

3. Pricing & Payments

3.1. **Pricing**. We may change in Our sole discretion the prices specified in Our price list and add or remove items at any time. A Purchase Order received after the effective date of a price change, but pursuant to a valid and unexpired quote shall be invoiced at the price stated on that quote.

3.2. **Payment Terms.** You shall make full payment in the currency specified in the invoice not later than thirty (30) days from the date of Our invoice. The rights to use the Software and Documentation, access the Cloud Services, receive the Support Services and Professional Services are subject to payment in accordance with this Section 3.2. All fees are non-refundable, non-contingent and non-cancellable.

3.3. **Credit Cards.** Cloud Services may also be purchased via a credit card through the Nutanix billing center available in the MyNutanix portal which may be found at https://my.nutanix.com.

4. Flexcredits

You may use FlexCredits, as specified below, to purchase Professional Services. FlexCredits, identified by SKU FLEX-CST-CR on Our price list, or such other SKU as We may determine from time to time, may only be used for packaged or custom Professional Services, technical account manager or resident consultant resources, education offerings, including certifications or any additional services as We may determine at Our discretion. Additional information on Professional Services against which FlexCredits may be utilised is available at: https://www.nutanix.com/support-services/consulting-services for consulting services and for education and certification. The cost of FlexCredits is as per the then current price list. FlexCredits expire twelve (12) months from the purchase date, are non-refundable and can be applied to any Professional Services made available by Us at the time of redemption. Balances can be pooled toward a single redemption and may be purchased upfront. You don't have to select in advance the Professional Services against which FlexCredits are to be redeemed.

5. Taxes & Duties

You are solely responsible for the payment of taxes, fees, withholding, duties and charges and all related penalties and interest that arise from utilization of or provision of the Software, Cloud Services, Support Services and Professional Services including any taxes that arise on the provision of products to Your affiliates. Taxes include, without limitation, VAT, Service tax, GST, excise taxes, sales and transaction taxes or any other like taxes that are owed with respect to any order placed under this agreement. If You are tax-exempt, provide us with tax exemption certificates or other documentation acceptable to the taxing authorities not later than thirty (30) days from the date you give us an Order. If You don't, We may include such taxes in the invoice and you are obligated to pay them. All payments pursuant to this Agreement shall be made without any withholding or deduction of any withholding tax or other tax or mandatory payment to government agencies. If you are legally required to make any such withholding or deduction from any payment due to us under this Agreement, the sum payable by you upon which such withholding or deduction is based shall be increased to the extent necessary to ensure that, after such withholding or deduction, We receive and retain, free from liability for such withholding or deduction, a net amount equal to the amount We would have received and retained in the absence of such required withholding or deduction. A valid Tax registration number is required for all Non-US orders.

6. Conflicting Terms.

The above terms prevail over any conflicting or additional terms referred to in any Purchase Order, quote or similar communication between You and Us. Purchase Orders issued by You shall be deemed to incorporate these Terms except where You and Us have expressly agreed in writing to variations thereto.

MEMORANDUM

Baldwin Public Library

DATE: April 20, 2022

TO: Tom Markus, City Manager

FROM: Rebekah Craft, Library Director

SUBJECT: RFP for Front Entrance and Circulation Area Design Development, etc.

INTRODUCTION:
Since 2016, the Baldwin Public Library has been executing a three-phase plan to make improvements to the Library building. After issuing an RFP and reviewing the results, the Library Board recommends that the City Commission approve Merritt Cieslak Design to complete the final phase of architectural work for this project.

BACKGROUND:
In July 2021, Merritt Cieslak Design was hired to create conceptual and schematic designs to expand and renovate the front entrance and circulation area of the Library. Their designs were presented to the City Commission at the long-range planning meeting on January 22, 2022.

After review by the City Attorney and approval by the Library Board and City Commission, I issued an RFP on the Michigan Inter-Governmental Trade Network (MITN) on March 1, 2022 for architectural services *For the Expansion and Renovation of Front Entrance and Circulation Area of Baldwin Public Library*. Seven people attended the pre-bid meeting held on March 15, 2022. Two firms submitted bids for the project and both bids fell within the project budget:

- Luckenbach Ziegelman Gardner Architects bid - $254,000
- Merritt Cieslak Design bid - $264,000

At its April 18, 2022 regular meeting, I recommended that the Baldwin Public Library Board of Directors select Merritt Cieslak Design as the winning bidder. The memo I sent to the Library Board is included on the following pages. In addition to the positive comments that I had for the work completed by Merritt Cieslak Design, Board members also praised Merritt Cieslak Design's above average professionalism, honesty, forthrightness, timeliness, good communication skills, and extensive experience designing public libraries during their deliberation process. Below is the relevant excerpt from the draft minutes of the meeting:

Motion: To approve a payment of up to $264,000 to Merritt Cieslak Design for design development, construction drawings, bidding, and construction administration for the proposed expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library, to be paid out of account 901.0600 (Architectural Services).

1st Wheeler

2nd Rock

Yeas: Mark, Pisano, Rock, Rumple, Wheeler

Nays: None.

Absent and excused: Suhay

The motion was approved unanimously.

LEGAL REVIEW:

The City Attorney reviewed the RFP and has no concerns as to the form and content. The proposal from Merritt Cieslak Design was regular in every respect and no interlineations, excisions, or special conditions were made or included in the RFP format by the respondent.

FISCAL IMPACT:

The architectural design fees for the Phase 3 project have been included in the Library's current FY budget and are included in the proposed budget for FY2022-23. The architectural design fees will be paid using the Library's existing voter-approved millage.

SUMMARY

The Library Board respectfully requests that the Birmingham City Commission consider and approve the award of the architectural contract for the expansion and renovation of the Front Entrance and Circulation are of the Baldwin Public Library to Merritt Cieslak Design.

ATTACHMENTS

- **April 15, 2022 Memorandum from Library Director Craft to Baldwin Public Library Board recommending the selection of Merritt Cieslak Design for the Phase 3 architectural contract (18 pages)**
- **Bid submission from Merritt Cieslak Design (28 pages)**

SUGGESTED COMMISSION ACTION

Make a motion to approve a payment of up to $264,000 to Merritt Cieslak Design for design development, construction drawings, bidding, and construction administration for the proposed expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library, to be paid out of account 901.0600 (Architectural Services).

MEMORANDUM

DATE:	April 15, 2022
TO:	Baldwin Public Library Board of Directors
FROM:	Rebekah Craft, Library Director
SUBJECT:	Selection of Firm for Phase 3 Architectural Services

At the April 18, 2022 Board Meeting, members of the Library Board of Directors will have the opportunity to discuss and select the architectural firm to design the expansion and renovation of Baldwin's front entrance and circulation area. This memo outlines the process followed for issuing the RFP and evaluating the bids.

After review by the City Attorney and approval by the Library Board and City Commission, I issued an RFP on the Michigan Inter-Governmental Trade Network (MITN) on March 1, 2022 for architectural services *For the Expansion and Renovation of Front Entrance and Circulation Area of Baldwin Public Library*. A pre-bid meeting was held on March 15, 2022. The following people attended the pre-bid meeting:

- John Gardner — Luckenbach Ziegelman Gardner Architects
- Casey Leach — Kieft Engineering
- Jon Crosby — Roofers Local 149
- Steven Schneemann — Merritt Cieslak Design
- Dianne Schurg — Merritt Cieslak Design
- Ron Cieslak — Merritt Cieslak Design
- Patrick Calhoun — Stantec

Bids were due on March 31, 2022 at 3:30 p.m. Two firms submitted bids for the project and both bids fell within the project budget. The full bids from each bidder can be read at the following links:

- Luckenbach Ziegelman Gardner Architects bid - $254,000
- Merritt Cieslak Design bid - $264,000

The ***abbreviated bids***, which include each firm's cover letter, statement of work, timeline, Attachment B, Attachment C, and Attachment D are included on the following pages.

After reviewing the bids, I recommend that the Board select **Merritt Cieslak Design** for the next phase of architectural work.

LZG's bid is $10,000 lower than MCD's bid. Based on past experience I am concerned that the total cost of LZG's architectural fees would end up being higher than their initial bid due to design changes. In past projects, Baldwin paid LZG $29,522 more in change order fees than their Phase 2 bids and $11,111 more in change order fees than their Phase 1 bids. While some of these change orders were due to items beyond anyone's control being uncovered during the construction process, many were due to late-stage design changes prompted by LZG.

Additionally, once the Youth Room was completed, staff and patrons found parts of the room to be inadequately lit, as designed by LZG. I first emailed LZG about the low visibility in the Beginning to Read books area on March 12, 2021. After 13 months of communication about the lighting issues, on April 2, 2022 John Gardner sent me a quote to install 4 additional can lights in the ceiling to better illuminate the space. It took 13 months from the time we requested the lighting to be fixed to receive the quote to complete the work.

In my opinion, the $10,000 price differential between the two bids does not outweigh MCD's positives, which include:

- Creating initial schematic designs that satisfy all requirements of the project and connect the 1980s addition to the 2020 Youth Room and create a welcoming, street-level entrance
- Having in-depth and varied experience designing projects for more than 35 libraries and fully understanding best practices for designing public libraries
- Responsiveness to staff and patron feedback
- Quality of renderings and drawings
- Attention to detail, especially when recording meeting minutes
- Being prompt, on-time, and well-prepared for all meetings
- Providing thoughtful suggestions for improving the design and value-engineering the project to satisfy all parties

The next five pages include a comparison of the two bids that we received for this RFP that will also help you in determining “the most responsive and responsible bidder with the lowest price.”

Question	Merritt Cieslak Design	Luckenback Ziegelman Gardner
Bid Submission	11:45 am on 3/31/2022	1:30pm on 3/31/2022
INSTRUCTIONS TO BIDDERS		
3. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.	No interlineations, excisions, or special conditions were made or included in the RFP.	No interlineations, excisions, or special conditions were made or included in the RFP.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. The Baldwin Public Library is a sub-unit of the City of Birmingham, a tax-exempt municipal government located in Oakland County. Do not include such taxes in the proposal figure. The Client will furnish the successful company with tax exemption information	No tax included.	No tax included.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, and telephone number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by Library should be directed as part of their proposal.	All requested information included.	All requested information included.
EVALUATION PROCEDURE AND CRITERIA		
1. Experience and qualifications of the proposed team members, including interior design staff and partners, who will be assigned to the Project.	Firm established in 1930. For the last 50 years, the firm has focused on the design of public library facilities	Designed the first two phases of Baldwin's renovation projects and 29 buildings in Birmingham's central business district. Ziegelman has 60+ years of experience as an architect.
2. Experience and demonstrated ability in the design of libraries and similar public projects, with priority given to experience and ability in the design of libraries.	Project team includes: Architectural design team: Steven G Schneemann, Ronald A. Cieslak Site/Landscape Design: Paul R. Andreiese of Grissim Metz Andriese Associates Lighting Design: Robert M. White of Illuminart Mechanical Engineering: Salim Sessine of MA Engineering Electrical Engineering: Scott Wheller of MA Engineering Cost Estimating: Jason Rewold of Frank Rewold and Sons Experience and qualifications of each member are all included. Each project team member has worked on at least three different public libraries.	Project team includes: Luckenbach Ziegelman Gardner Architects PLLC - Executive architect and landscape architects Peter Basso Associates - Mechanical and electrical engineering consultant IMEG - Structural engineering consultant Resumes and contact information for each member of the project team is included. All members have experience working on public libraries.

3. Demonstrated understanding of the expectations of Birmingham and/or similar communities that place high value on aesthetics of public spaces, as well as an understanding of the importance of the Library as part of Birmingham's civic center.	Has worked with Baldwin successfully for the Phase 3a schematic designs.	Has completed numerous projects in Birmingham and understands the requirements of working for the City and designing for the civic center.
4. Bid price for design development, preparation of construction documents, bidding assistance, and construction administration for the project.	$264,000	$254,000
5. Demonstrated performance in execution of projects on time and within budget.	Completed the first phase of schematic design work for Baldwin on time and with no additions to the budget.	BPL Phase I - completed on time and under budget BPL Phase II - completed under budget
6. Quality and completeness of proposal	The packet was designed well and they went above and beyond showing that they understand the design of public libraries. Emails and phone numbers of each project member were not included.	The packet was designed well, followed the order of the RFP specifications, and the project highlights show a depth of experience and understanding of downtown Birmingham and the Library.
ARCHITECT'S RESPONSIBILITIES		
1. Complete and sign all forms requested for completion within this RFP. a. Bidder's Agreement (Attachment B) b. Cost Proposal (Attachment C) c. Iran Sanctions Act Vendor Certification Form (Attachment D) d. Agreement (Attachment A - only if selected by the Client)	Bidder's Agreement, Cost Proposal, Iran Sanctions Act Vendor all included and forms were filled out correctly, signed, and dated.	Bidder's Agreement, Cost Proposal, Iran Sanctions Act Vendor all included and forms were filled out correctly, signed, and dated.

2. Provide a description of completed projects (including library projects) that demonstrate the firm's ability to complete projects of similar scope, size, and purposed, and in a timely manner, and within budget.	10 projects listed, with 2 in progress. Pinckney Community Public Library - feasibility study, developing a master plan and schematic design. Designed to have a historical connection to the 1880s high school originally located on the site and to provide the new services needed in a modern public library. Completed in 2013, 12,200 SF Reno, 2,000 SF addition, Cost of $2.2 million Redford Township District Library - designed new 65,000 SF library facility. Initial project completed in 2004, construction cost $8.4 million Additions set to start in Fall 2021 which includes covered drive through and exterior public gathering/program area with a cost of $1 million Salem South Lyon District Library Expansion - added a new program room, tween area, restrooms, and entrance for after hours use. Expansion completed in 2019, 2,000 SF New, 3,000 SF Renovation, Cost $950K Inkster Public Library - completed a needs assessment, purchased a neighboring building to expand into, added a Career Resource Center, group study rooms, dedicated young adult area Completed in 2020, 3,000 SF New, 7,000 SF Renovation, Cost $2.1 M	Baldwin Public Library - Phase I, completed on time and under budget Baldwin Public Library - Phase II, completed under budget, but delayed due to COVID-19 Farmington Hills Community Library - designed by Robert Ziegelman, $12 million project Ann Arbor District Library - Mallets Creek Branch - designed by Carl Luckenbach, $4.25 million project 555 Woodward, Munder Building, Bank of Birmingham, Chester Street Parking Structure, William Bell Townhouses, Birmingham Fire Station (a total of 45 projects completed in the central business district) - Birmingham, MI

3. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project, as well as all others associated with the firm that are assigned to the project and include names, titles, phone numbers, email addresses and assigned role for the project.	Project team includes: Architectural design team: Steven G Schneemann, Ronald A. Cieslak and Interior Designer Dianne Schurg Site/Landscape Design: Paul R. Andreiese of Grissim Metz Andriese Associates Lighting Design: Robert M. White of Illuminart Mechanical Engineering: Salim Sessine of MA Engineering Electrical Engineering: Scott Wheller of MA Engineering Cost Estimating: Jason Rewold of Frank Rewold and Sons Emails and phone numbers of each project member were not included. Experience and qualifications of each member are all included. Each project team member has worked on at least three different public libraries.	Project team includes: Luckenbach Ziegelman Gardner Architects PLLC - Executive architect and landscape architects Peter Basso Associates - Mechanical and electrical engineering consultant IMEG - Structural engineering consultant Resumes and contact information for each member of the project team is included. All members have experience working on public libraries.
4. Provide a list of sub-architects and their qualifications, which include names, titles, phone numbers, email addresses and their respective role in this project as applicable.	Subcontractors are listed, along with their qualifications, experience, and relevant projects. They include: Site/Landscape Design: Paul R. Andreiese of Grissim Metz Andriese Associates Lighting Design: Robert M. White of Illuminart Mechanical Engineering: Salim Sessine of MA Engineering Electrical Engineering: Scott Wheller of MA Engineering Cost Estimating: Jason Rewold of Frank Rewold and Sons Experience and qualifications of each member are all included. Each project team member has worked on at least three different public libraries.	Subcontractors are listed, along with their qualifications, experience, and relevant projects. They include: Luckenbach Ziegelman Gardner Architects PLLC - Executive architect and landscape architects Peter Basso Associates - Mechanical and electrical engineering consultant IMEG - Structural engineering consultant
6. Provide three (3) client references from past projects, include name of contact, title, and current phone number. At least two (2) of the client references should be for projects of a similar size and scope for a municipal client.	6 references are included and are for projects of a similar size and scope in public libraries. References gave glowing reviews of their past work and said they were very easy to work with and responsive to requests.	3 references, including Doug Koschik (retired BPL Director), David Underdown (retired Library Board member), and Jack Reinhart (owner, 555 building)

7. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Architect will be available according to the proposed timeline.	Proposed work plan is listed on page 24 and includes all tasks listed in the Scope of Work.	Proposed work plan and schedule is included on pages 53-54 and includes all tasks listed in the Scope of Work. Though the RFP states that the architect is responsible for meeting minutes, the project approach description states that "The Library will be responsible for detailed minutes and other documentation of all meetings associated with the project." Response from Ziegelman when asked for clarification: "I was only repeating what we had actually done in our previous 4 RFP' phases. If the Library prefers us to be responsible for documentation of all meetings etc., we would be more than happy to do so."
8. The Architect will be responsible for any changes necessary for the plans to be approved by the Client.	Confirmation of this was not explicitly stated in the bid but was affirmed via email on 4/4/2022 Response from Schneemann: Yes, we agree to both items (8 and 9) outlined below.	Included a statement affirming this in bid.
9. The Architect must receive budgetary approval before performing and billing for additional work outside the project scope.	Confirmation of this was not explicitly stated in the bid but was affirmed via email on 4/4/2022 Response from Schneemann: Yes, we agree to both items (8 and 9) outlined below.	Included a statement affirming this in bid.
Other notes:	For Phase 3a, MCD bid $45,000 and we paid them $45,000 for their work.	For Phase 2a, LZG bid $42,800 and we paid them $44,300, or $1,500 more than their bid. For Phase 2b, LZG bid $161,648 and we paid them $191,170, or $29,522 more than their bid. For Phase 1a, LZG bid $31,125 and we paid them $33,444, or $2,319 more than their bid. For Phase 1b, LZG bid $162,929 and we paid them $174,040, or $11,111 more than their bid.
	MCD has superior professionalism. They provided detailed notes of each meeting, planned the community forum, designed the user survey, listened carefully and responsively to employee concerns and designed a schematic design of Phase 3 that meets both patron and staff needs. Their staff members show up on time to meetings and were always fully prepared. They created the powerpoints for Library Board and City Commission meetings, saving staff time.	LZG dismissed concerns and requests from BPL staff during the first two design phases, resulting in numerous items that were not designed in the best interest of patrons and had to be changed after installation (location of blinds, sharp limestone wall in story room, inaccurate measuring/design of storage shelving, urinals in Men's room visible via mirror in restroom when door is open, ADA rules not followed with shelving spacing/canopy height/OPAC stations, etc.)
		Inadequate lighting in the Phase 2 Youth Room was brought to LZG's attention on 3/12/2021 and the remedy for this issue is still in progress. The quote for this work was emailed to Craft on 4/2/2022

Luckenbach|Ziegelman|Gardner Architects, PLLC

March 31, 2022

Ms. Rebekah Craft, Director
Baldwin Public Library
300 W. Merrill Street
Birmingham, MI 48009

Dear Rebekah:

Please accept our Fee Proposal Submission for the Baldwin Public Library Front Entrance-Circulation Area Expansion / Renovation Project, to provide Architectural Services for Design Development, Construction Documents, Construction Bidding Assistance and Construction Administration. This work is based on the conceptual / schematic designs of January 19, 2022, per RFP Attachment E. This work will be preformed in full accordance with the Scope of Work guidelines specified in the BPL Request For Proposal (RFP) dated March 1, 2022.

We are extremely pleased to submit this proposal along with the opportunity once again to participate in this very special Birmingham Community Project. If chosen, we assure you, Staff, the Board and the entire BPL Community, we will devote one hundred plus percent effort to ensure the project is a complete success for the Baldwin Public Library.

Regards,

Robert L. Ziegelman, FAIA, Principal

John Gardner, AIA, Principal

ATTACHMENT B - BIDDER'S AGREEMENT

For Expansion and Renovation of Front Entry and Circulation Area of Baldwin Public Library

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Robert L. Ziegelman, FAIA	March 31, 2022
PREPARED BY (Print Name)	**DATE**
Principal	March 31, 2022
TITLE	**DATE**
	rziegelman@lzarch.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Luckenbach|Ziegelman|Gardner Architects, PLLC	
COMPANY	
555 S. Old Woodward, Suite 27L Birmingham, MI 48009	248.644.0600
ADDRESS	**PHONE**
--	--
NAME OF PARENT COMPANY	**PHONE**
--	--
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For Expansion and Renovation of Front Entry and Circulation Area of Baldwin Public Library

---

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

COST PROPOSAL	
ITEM	**BID AMOUNT**
Phase 1	
Design Development	**$** 70,000
Construction Documents	**$** 120,000
Phase 2	
Bidding Assistance	**$** 12,000
Construction Administration	**$** 52,000
TOTAL BID AMOUNT	**$ 254,000**

Firm Name Luckenbach|Ziegelman|Gardner Architects, PLLC

Authorized signature _____ Date March 31, 2022

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Expansion and Renovation of Front Entry and Circulation Area of Baldwin Public Library

---

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

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

Robert L. Ziegelman, FAIA	March 31, 2022
PREPARED BY (Print Name)	**DATE**
Principal	March 31, 2022
TITLE	**DATE**
	rziegelman@lzarch.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Luckenbach|Ziegelman|Gardner Architects, PLLC	
COMPANY	
555 S. Old Woodward, Suite 27L Birmingham, MI 48009	248.644.0600
ADDRESS	**PHONE**
--	--
NAME OF PARENT COMPANY	**PHONE**
--	
ADDRESS	
38-3454414	
TAXPAYER I.D.#	

Our team's **current** approach to both design and management, especially for civic clients emphasizes collaboration and **our promise to listen**. Each organization's needs and constituencies are special, and require a carefully crafted and tailored project pre-planning approach in order to meet the central goals. At the start of each new project, we would clarify the following objectives:

Program Confirmation

1. Assist Library in determination of responsibilities, procedures, and schedule requirements. The Library will be responsible for detailed minutes and other documentation of all meetings associated with the Project.

2. Assist Library by reviewing record drawings, assessing "as built" condition, and providing preliminary feasibility concerns, if any. The Library and the City of Birmingham possess drawings of all three parts of the Library building. The Library will provide as-built's.

3. Review existing studies, space programming, layouts and designs provided by the Library with regard to the Scope of Work of the project. Provide early advice to the Library on possible changes to the objectives to assure feasibility, quality, meeting cost budget, and minimizing reductions in service during construction.

4. Confirm with Library the professional fees and the schedules.

Project Timeline

As a team, we will use project management, quality control, and technological capabilities to insure the smooth flow of critical information and communication throughout the project. We recognize that management has great impact on the project success and have identified the following as critical elements:

Commitment of the Principals who will have direct contact with the Client.

Will consult with the Library Committee and develop a comprehensive work Plan Schedule for all phases of the work process with key milestone dates April 25, and November 7, 2022 to perform all work detailed in Project Timeline (Scope of Work). Respond to input from the Baldwin Public Library staff, other relevant City bodies, and the general public, and will modify the drawings as agreed to by the Library Building Committee.

Architect will have the Design Development and Construction Document elements outlined in the Scope of Work section of the RFP completed by November 7, 2022. LZG Architects will not exceed the timelines established for the completion of this work and will be available according to the proposed timelines.

Establish design budget goals, system performance standards and methods of addressing potential scope creep.

Create a Responsibility Matrix that outlines specific tasks and deliverables and defines the responsibilities and expectations of each team member.

Assist Owners with their documentation of meetings, action items, cost and value analysis decision and various owner and agency approvals.

BPL

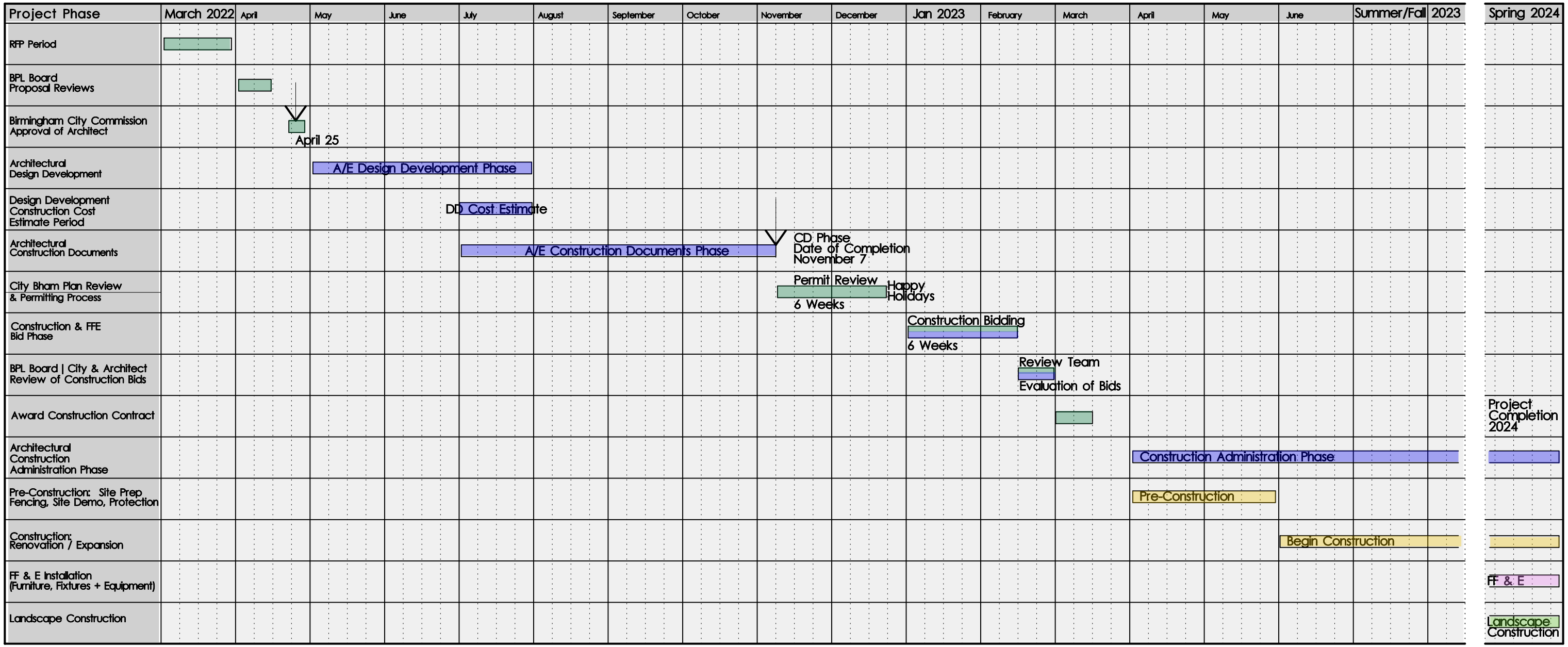
Baldwin Public Library

Phase 3
Front Entry/
Circulation

Expansion / Renovation

Design Development, Construction Documents,
Construction Bid Phase, Construction Contract Administration

Pre-construction + Construction Schedule



Key

- City Birmingham / BPL Dependent
- Architect / Engineering Dependent
- Construction Contractor Dependent
- FF&E Contractor Dependent
- Landscape Contractor Dependent

Luckenbach|Ziegelman|Gardner Architects, PLLC

March 31, 2022

03/29/2022 -- Scale 1 : 1

March 31st, 2022

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

Dear Director Craft,

It is our distinct and sincere pleasure for Merritt Cieslak Design to be able to submit a proposal for the Design Development, Construction Documentation, and Bidding and Construction Administration phases of the expansion and renovation of the front entrance and circulation area of the Baldwin Public Library.

Following our recent work with the library on the Schematic Design phase of the project, our team is eager to continue with the excellent momentum that has been built with the library staff and building committee over the past several months. We remain very excited and committed to assisting with the realization of the Phase 3 project for the library, and we are looking forward to continuing the comprehensive and carefully considered design work that has been provided thus far.

While we understand that this project is incredibly important for many stakeholders and interested parties affiliated with the library and within the city, it is the library board, staff, and most importantly the patrons that motivate us to shepherd this project to completion. As designers of many dozens of public libraries in the state, we are absolutely delighted to have worked with the Baldwin Public Library, and be considered to come alongside again to finish what has been started. We understand clearly the importance of this project for the library, and assume this responsibility with the utmost resolve.

Thank you again for your consideration.

Sincerely,

Steven G. Schneemann,
Principal Architect

Merritt Cieslak Design, PLC

merritt cieslak design plc
ARCHITECTURE | PLANNING

ATTACHMENT B - BIDDER'S AGREEMENT

For Expansion/Renovation of Front Entry and Circulation Area of Baldwin Public Library

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Steven G. Schneemann, RA, LEED	03/31/2022
PREPARED BY (Print Name)	**DATE**
Firm Principal	03/31/2022
TITLE	**DATE**
	ss@mcdarchitects.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Merritt Cieslak Design, PLC	
COMPANY	
33610 Grand River Ave. Farmington, MI 48335	248-374-0001
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For Expansion and Renovation of Front Entry and Circulation Area of Baldwin Public Library

---

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

COST PROPOSAL	
ITEM	**BID AMOUNT**
Phase 1	
Design Development	**$** 118,800
Construction Documents	**$** 118,800
Phase 2	
Bidding Assistance	**$** 6,400
Construction Administration	**$** 20,000
TOTAL BID AMOUNT	**$** 264,000

Firm Name Merritt Cieslak Design, PLC

Authorized signature _____ Date 03/31/2022

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Expansion/Renovation of Front Entry and Circulation Area of Baldwin Public Library

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

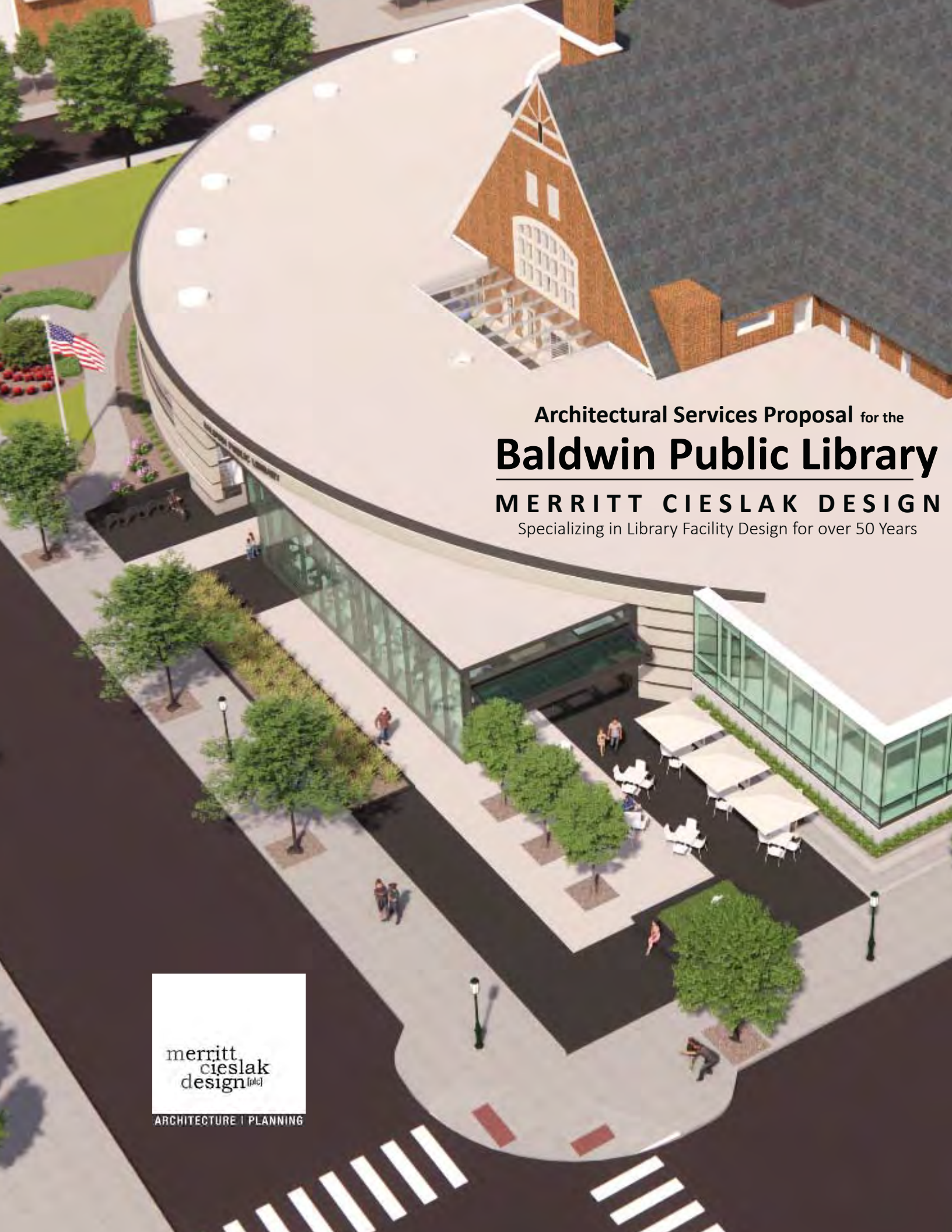
By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the Library.

Steven G. Schneemann, RA, LEED	03/31/2022
PREPARED BY (Print Name)	**DATE**
Firm Principal	03/31/2022
TITLE	**DATE**
	ss@mcdarchitects.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Merritt Cieslak Design, PLC	
COMPANY	
33610 Grand River Ave. Farmington, MI 48335	248-374-0001
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
27-2029124	
TAXPAYER I.D.#	

Proposed Work Plan

	Tasks	Target Dates/ Durations	
		From	To
1	Project Kick-Off: Meet with Library for Program Confirmation – Determine responsibilities, procedures, and schedule requirements.	04/25/22	05/02/22
2	Review existing studies, space programming, layouts, and designs, with advice on possible changes to the objectives to assure feasibility, quality, meeting cost budget, and minimizing reductions in service during construction.	04/25/22	05/09/22
3	Design Development (DD) Phase – Based on the Merritt Cielsak Design (MCD) conceptual/schematic designs of January 19, 2022, meet with the Library staff to hear opinions and meet with the Library administration and Library Board Building committee, with a presentation to the Library Board. MCD will provide DD-level drawings and specifications for all civil, architectural, mechanical, electrical, and structural materials and systems required for the design.	05/02/22	08/08/22
4	Prepare DD budget estimate update and project phasing and construction timeline (MCD w/Rewold).	07/25/22	08/08/22
5	DD drawing, specification, estimate and timeline review w/Owner.	08/08/22	08/15/22
6	Construction Documents (CD) Phase – Based on the Library's approval of the DD documents MCD will provide CD-level drawings and specifications for all civil, architectural, mechanical, electrical, and structural materials and systems required for the design.	08/08/22	10/31/22
7	Construction Documents Budget Estimate update.	10/31/22	11/07/22
8	MCD will provide drawing sets as required to the city's building department for code compliance review.	11/07/22	
9	Confirm Project Funding.	11/07/22	12/2022
10	Issue for Bidding.	01/2023	02/2023
11	Evaluate Bids and work with the Library to make Contractor selection.	02/2023	03/2023
12	Construction.	05/2023	**03/2024**

Notes: Design and construction dates and durations are estimated and may vary depending on project-related conditions. The architectural and engineering team will be available and fully engaged for the duration of the proposed timeline shown above.



Architectural Services Proposal for the

Baldwin Public Library

MERRITT CIESLAK DESIGN

Specializing in Library Facility Design for over 50 Years

merritt cieslak design [plc]

ARCHITECTURE | PLANNING

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March 31st, 2022

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

Dear Director Craft,

It is our distinct and sincere pleasure for Merritt Cieslak Design to be able to submit a proposal for the Design Development, Construction Documentation, and Bidding and Construction Administration phases of the expansion and renovation of the front entrance and circulation area of the Baldwin Public Library.

Following our recent work with the library on the Schematic Design phase of the project, our team is eager to continue with the excellent momentum that has been built with the library staff and building committee over the past several months. We remain very excited and committed to assisting with the realization of the Phase 3 project for the library, and we are looking forward to continuing the comprehensive and carefully considered design work that has been provided thus far.

While we understand that this project is incredibly important for many stakeholders and interested parties affiliated with the library and within the city, it is the library board, staff, and most importantly the patrons that motivate us to shepherd this project to completion. As designers of many dozens of public libraries in the state, we are absolutely delighted to have worked with the Baldwin Public Library, and be considered to come alongside again to finish what has been started. We understand clearly the importance of this project for the library, and assume this responsibility with the utmost resolve.

Thank you again for your consideration.

Sincerely,

Steven G. Schneemann,
Principal Architect

Merritt Cieslak Design, PLC

merritt cieslak design plc
ARCHITECTURE | PLANNING

Merri Cieslak Design

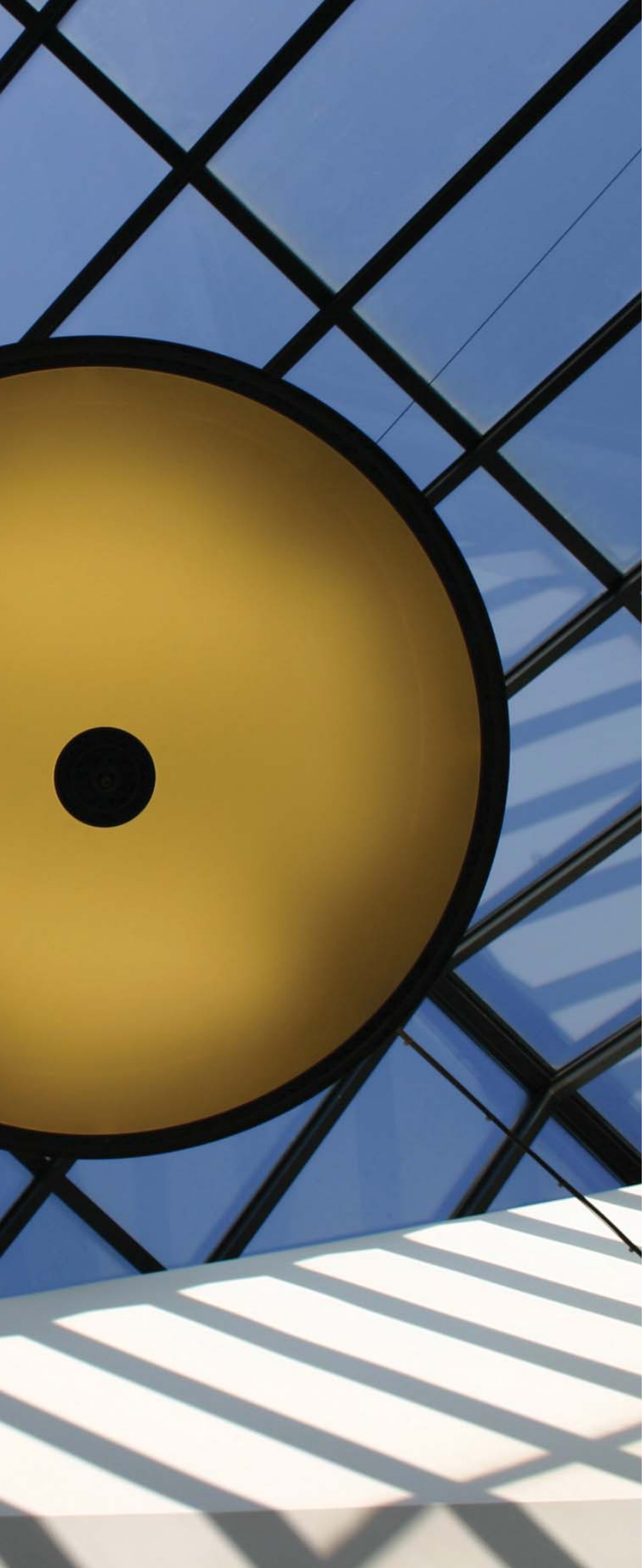
The experienced team at Merri Cieslak Design is commi ed to the creation of thoughtful and inspiring design solu ons that serve our clients and enhance the built environment.

Merritt Cieslak Design (MCD) is a full service architectural design firm located in Farmington, Michigan. Our firm has been serving Michigan communities since 1930 and in that time has specialized in institutional design. We have been privileged to serve community libraries throughout the state of Michigan from Mackinac to Grand Rapids to Metro Detroit.

Our creative and sensitive design solutions have ranged from the renovation and re-purposing of existing and significant structures to entirely new free-standing libraries. Our approach to design focuses on designing facilities which are sensitive to the character and values of the community it will serve. For that reason, it is important in our design process to have a foundational understanding of the community, and to respond with innovative design solutions which reflect the patrons they will serve.

Because of our experience in library facility design, we understand the important role that libraries play in the community and how that role has changed due to technology and changing learning methodologies. Our response to these changes is to create exciting and flexible library facilities which inspire life-long learning and provide a strong sense of community.

Relationships are foundational to our practice.
As a result, our relationships with many of our library clients span several decades. With over nine decades of experience, MCD's professionals have repeatedly exhibited the ability to address the needs of our clients with creative and thoughtful design solutions that are sensitive to the communities they serve.



Design Team

The following is our proposed design team:

Architectural Design Team:

Steven G. Schneemann, RA, LEED
[Principal-in-Charge]

Ronald A. Cieslak, Senior Advisor, RA, ALA
Dianne Schurg, Interior Designer, Allied ASID

Site / Landscape Design:

Paul R. Andreiese, PLA, ASLA
Grissim Metz Andriese Associates, Northville

Lighting Design:

Robert M. White, IALD, LC, IESNA
Illuminart

Mechanical Engineering:

Salim Sessine, PE
MA Engineering, Birmingham

Electrical Engineering:

Sco Wheller, PE
MA Engineering, Birmingham

Cost Estimating:

Jason Rewold
Frank Rewold and Sons, Rochester

merritt cieslak design pllc
ARCHITECTURE | PLANNING

Steven G. Schneemann, RA, LEED

Merri Cieslak Design, PLC - Principal

Steve has worked on hundreds of projects in dozens of states and on 4 continents. His extensive experience includes secondary and higher education, commercial, institutional, retail and corporate work, as well as single and multi-family residential projects.

In addition to his role as principal architect at MCD, Steve has taught architectural design and theory at Lawrence Technological University for 16 years and has also served in local government on the downtown development authority, city council, and as mayor.

Registration

State of Michigan , California, Florida, Mississippi, New York, New Jersey, Connecticut

NCARB Certified

Education

1988 Engineering- **Calvin College**

1993 Bachelor of Science in Architecture- **Lawrence Technological University**

1998 Master of Architecture **University of California at Berkeley**

Relevant Projects

Ferris State University (with Neumann Smith)

Inkster Public Library

Romulus Public Library

Plymouth Public Library

Baldwin Public Library

Ronald A. Cieslak, RA

Merri Cieslak Design, PLC - Senior Advisor

During his 44 year design career, Ron has been involved in over 70 library planning and design projects. His extensive experience in the design of library facilities has allowed him to stay up to date on the current and changing role that libraries play in the community and an understanding of their needs. Ron's approach to design is centered around helping client's to clearly define their needs and helping them achieve those needs through creative design solutions.

Registration

State of Michigan

NCARB Certified

Education

1976 Bachelor of Arts in Architecture- **Lawrence Technological University**

1977 Bachelor of Architecture **Lawrence Technological University**

2019 Masters of Art In Religion **Reformed Theological Seminary**

Relevant Projects

Plymouth District Library

Pinckney Community Library

Redford Township District Library

Salem-South Lyon District Library

Dianne Schurg, Allied ASID

Merri Cieslak Design, PLC - Interior Designer

Dianne received her Bachelor's of Interior Architecture from Lawrence Technological University in Southfield, Michigan. She is an allied member of ASID, and is currently studying for her National Council for Interior Design Qualification (NCIDQ) certification.

Dianne's professional work has included space planning, furniture specifications, and finish selections for private sector projects as well as public sector projects including numerous public libraries. In addition to her work as an interior designer, Dianne also provides architecture design for Merritt Cieslak Design projects.

Education

2019 Bachelor of Interior Architecture- **Lawrence Technological University**

Affiliates

American Society of Interior Designers (ASID)

Relevant Projects

Romulus Public Library

Redford Township District Library

Royal Oak Public Library

Inkster Public Library

Baldwin Public Library

Shiawassee Public Library

Salim Sesssine, PE - Mechanical

MA Engineering - Principal

Salim M. Sessine, P.E., President and Director of Mechanical Engineering, has over 34 years of professional training in the design of mechanical heating, ventilating, refrigerating, air conditioning, plumbing, piping and fire protection systems.

Salim has been an integral part of MCD's library project team for over 25 years. He brings a balanced understanding of our clients need for function and budget.

MA Engineering has provided mechanical engineering design services for most of our library projects in the past 30 years.

Registration

Professional Engineer
State of Michigan

Education

Bachelor of Science in Mechanical Engineering- **Lawrence Technological University**

Masters of Science in Mechanical Engineering- **Wayne State University**

Relevant Projects

Ann Arbor District Library

Northville District Library

Warren Burnette Library

Fowlerville District Library

Redford Township District Library

Sco Wheeler, PE - Electrical

MA Engineering - Principal

Scott D. Wheeler, P.E., Director of Electrical Engineering, has over 25 years of experience in the design of power distribution systems, safety and standby power systems, lighting, fire alarm, grounding and communications system for a variety of building types: industrial, public and private research facilities, airports, health care, university education, office/ corporate, and government.

MA Engineering has provided electrical engineering design services for most of our library projects in the past 30 years.

Registration

Professional Engineer
State of Michigan

Education

Bachelor of Science in Electrical Engineering- **Wayne State University**

Relevant Projects

Ann Arbor District Library

Northville District Library

Warren Burnette Library

Fowlerville District Library

Jason Rewold

Frank Rewold and Sons - Execu ve/Estimator

Frank Rewold and Sons has provided pre-construction and construction services for library projects through-out metro Detroit for many years. The portfolio of experience FRS brings to the Baldwin Library project, based on their familiarity with the local economy and proven track record of success will bring ability to make sure that it remains on budget.

Jason has been an important participant in the successful completion of projects within budget during his 19 years with FRS.

Roles/Responsibili es

Project Accountability
Project Staffing
Owner Liaison
Budget and Estimating Review

Education

Bachelor of Science in Business Management- **Western Michigan University**

Relevant Projects

Pinckney Community Public Library

Bloomfield Township Public Library

Clinton-Macomb Public Library

Paul R. Andriese, PLA, ASLA

Grissim Metz Andriese Associates - Principal

As a principal of the firm, Paul has leveraged over thirty-five years of experience with forward-thinking vision and creative talent. Adhering to the philosophy that the practice of landscape architecture is an art he has established himself as a credible practitioner.

Paul contributes his leadership abilities as a hands-on principal actively involved in projects. He has been involved in a wide range of projects from campus master planning to intimate courtyard design. Paul has provided site design and landscape design services for hospitals, automotive plants, schools, colleges, municipal facilities, churches, and parks.

Registration

State of Michigan

Affiliations

American Society of Landscape Architects (ASLA)

Woodward Avenue Action Association

Education

1977-1980 **Calvin College Liberal Arts**

1983 Bachelor of Landscape Architecture- **Michigan State University**

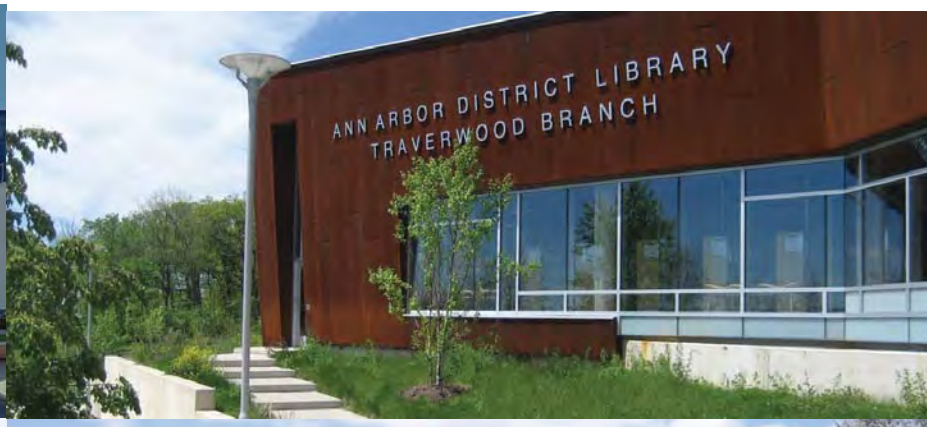
Relevant Projects

Ann Arbor District Library

Bloomfield Township Library

Clinton-Macomb Public Library

Southfield Public Library



Robert M. White, IALD, LC, IESNA

Illuminart - Principal

As a design principal at Illuminart, Robert has been creating innovative lighting design solutions for over 25 years. His extraordinary range of experience informs his creative design flare, technical expertise and a collaborative spirit.

Robert has received several Edwin F. Guth Memorial Awards of Excellence for the Qatar national Convention Centre interior lighting and the Detroit McNamara airport terminal. He has also been featured in several industry publications. Robert is a lighting design instructor for the College for Creative Studies, Eastern Michigan University, and the University of Detroit.

Cer fications

Certified in Lighting Design

NCQLP Certified Lighting Professional

Professional Memberships

International Association of Lighting Designers

Illuminating Engineering Society

Education

Bachelor of Fine Arts in Industrial Design- **College for Creative Studies**

Relevant Projects

Brighton Public Library

Mary Idema Pew Library

Novi Public Library

Sheikh Jaber Al Ahmad Culture Center

Representative Projects

Over the past 50 years, Merritt Cieslak Design has specialized in public library design. Because of our experience in library facility design, we understand the important role that libraries play in the community and how new technologies and evolving learning methodologies are changing that role.

Our response to these changes is to create dynamic, flexible, and multi-functional library facilities which inspire life-long learning and exploration and provide a strong sense of community. The following is a collection of several completed and in-progress projects that illustrate Merritt Cieslak Design's library work.

merritt cieslak design pllc
ARCHITECTURE | PLANNING

Baldwin Public Library

Birmingham, Michigan

Merritt Cieslak Design was selected to provide a schematic design for a new main entry to the Baldwin Public Library in downtown Birmingham. Included in the project is a new cafe and collaboration space with large glass doors that open the cafe to a redesigned plaza space. Interior design changes also include a new elevator and ramp to make the library easily accessible to people of all abilities, a relocated and reconfigured circulation desk, and a reconfigured automatic sorting system that is visible to the public. Construction is anticipated to begin in 2023.

Project Information:

5,200 SF Interior Renovation and Building Addition | Proposed Cost $3.26 M | To be completed in 2022-2023

Pinckney Community Public Library

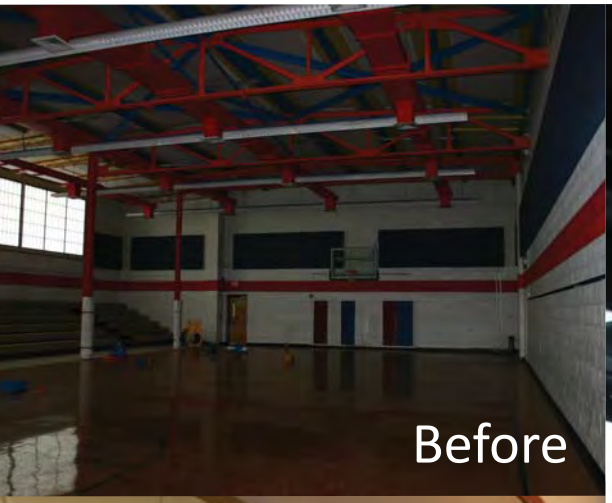
Pinckney, Michigan

Merritt Cieslak Design (MCD) was selected to provide a feasibility study for the re-purposing of a historic school into the new Pinckney Community Public Library. Upon completing the feasibility study and confirming the usefulness of the existing school building, we then moved on to developing a master plan and schematic design for the facility.

The design was developed so as to have a historical connection to the 1880's high school originally located on the site and to provide the services needed in a modern public library. The new 14,200 square foot facility adapts several large areas within the existing building to provide the major service areas. The new library has entirely new mechanical, electrical, and technology systems. Due to limited staffing, the space was organized to provide maximum operational efficiencies.

Project Information:

12,200 SF Renovation- 2,000 SF New | Construction cost- $ 2.2 M | Completed 2013



Redford Township District Library

Redford Township, Michigan

Merritt Cieslak Design was selected to design a new 65,000 SF library facility for the Redford Township District Library. The Redford community had long ago outgrown its 14,000 SF facility constructed in 1962.

Due to a small site, the new building is designed to have a 32,500 square foot first floor and second floor. The library will initially occupy only the first floor and a portion of the second floor, while the rest of the second floor will be used for future expansion.

The new facility has been designed to complement the surrounding residential community and the adjacent retirement community that it abuts. It is also designed to expand and thus serve the residents of Redford Township for many years to come.

Project Information:

65,000 SF New | Construction cost $ 8.4M | Completed 2004

Redford Township District Library Addi ons

Redford Township, Michigan

Twenty years after completing the new library facility, Merritt Cieslak Design was called upon to develop a cost analysis for the finishing of the unfinished second floor area and related other interior renovations.

We then developed the first phase of the renovation which included the design for a new covered drive-through service point and an exterior public gathering/program area on the north side of the existing building. This portion of the project has been bid and construction will begin in September of 2021.

Project Information:

Renovation Plan- 47,000 SF Renovation | Project Estimate- $ 7.5M- Pending
Phase 1: Project Costs- $ 1.0M | Construction to begin Fall 2021

Salem South Lyon District Library

South Lyon, Michigan

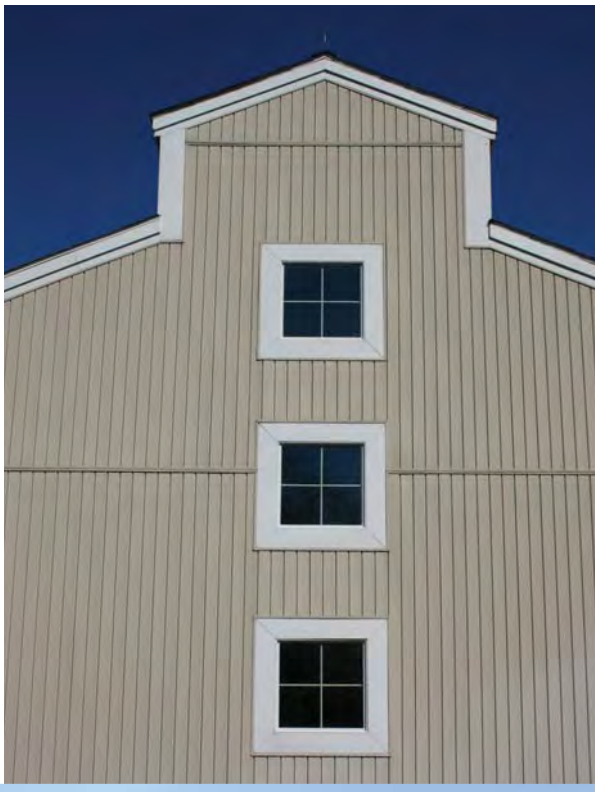
Merritt Cieslak Design was selected to program and design a new 14,000 square foot library facility for the Salem/ South Lyon District Library. Due to the rural character of the surrounding farming community, the building was designed to be reflective of the many surrounding family farms.

Though traditional in character, the building will incorporate the latest in technology and infrastructure which anticipates future electronic needs, and will be easily adaptable as new technologies are available. The building has been designed so that an additional 10,000 square feet can be added as the need for library services increases.

The new building is a tribute to the value placed on providing high quality library services to the Salem/South Lyon Community.

Project Information:

14,000 SF New | Construction Cost $ 2.4M | Completed 1998



merritt cieslak design

Salem South Lyon District Library Expansion

South Lyon, Michigan

Merritt Cieslak Design (MCD) was selected to design a new expansion and renovation for the existing Salem South Lyon District Library. Merritt Cieslak Design had designed the original library facility. The goal of this project was to fulfill a promise made to the community to expand and improve children's services. A new program room, "tween area", restroom facilities, and a new entrance for after hour use was added. This was complemented by a total renovation of the existing children's area including furnishings, finishes, and lighting. The completed project provides a new exciting area for youth to enhance learning.

Project Information:

2,000 SF New- 3,000 SF Renovation | Construction Cost- $ 950 K | Completed 2019

Inkster Public Library

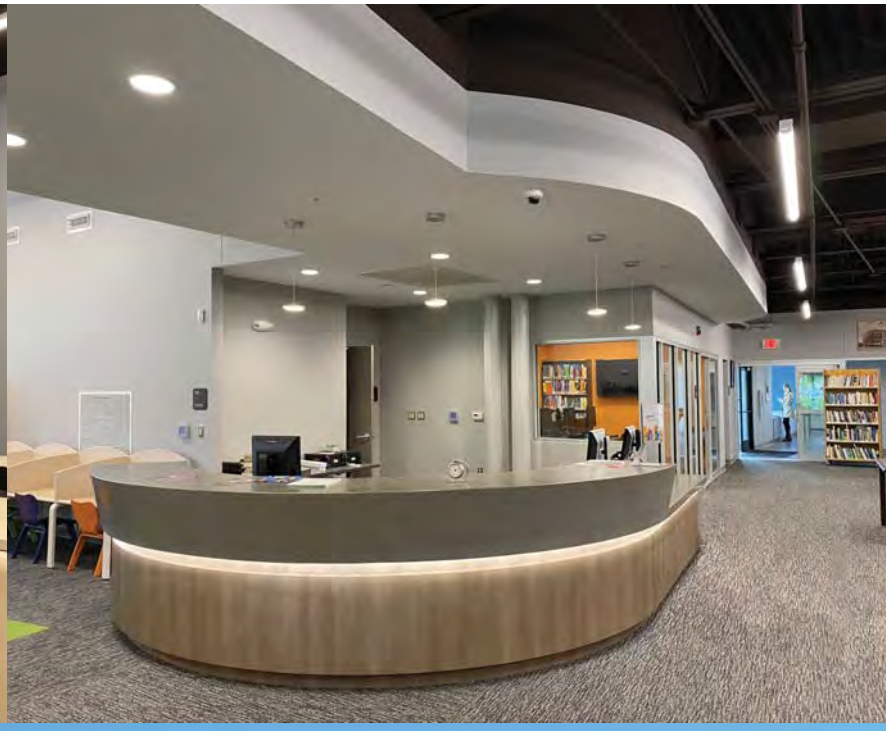
Inkster, Michigan

Merritt Cieslak Design (MCD) was selected to develop a new needs assessment for the Inkster Public Library in Inkster, Michigan. Upon completion of the study, the library purchased an existing 7,000 square foot building for the development of the new library.

MCD was then directed to develop the design of a new 10,000 square foot library with related site improvements. The new library incorporates several functions which were not previously available to Inkster residents. These include a Career Resource Center, group study rooms, and a dedicated young adult area. The new design creates an innovative new architectural vocabulary for the addition and the existing building.

Project Information:

3,000 SF New- 7,000 SF Renovation | Construction Cost- 2.1M | Completed 2020



Plymouth District Library

Plymouth, Michigan

The Plymouth District Library was originally housed in an approximately 14,000 SF facility in downtown Plymouth. A needs assessment was done for the library at which time it was determined that, to serve the Plymouth community for the next twenty years, a library facility of approximately 40,000 SF should be constructed. Due to the fact that the existing library facility consisted of three separate building additions, it was determined that the existing facility could not be expanded in such a way as to result in an efficient library and, as such, a new building was designed to be constructed in its place.

Merritt Cieslak Design was selected to evaluate possible site alternatives and to design the new library facility. After studying several alternative sites within Plymouth, it was determined that the library was best located in the downtown area. The new library design resulted in a two-story facility of approximately 23,000 SF per floor. The exterior building design was developed in a character which is consistent with the downtown Plymouth area and surrounding historic buildings. MCD has completed multiple additional projects since the library completion totaling over $ 4M.

Project Information:

54,000 SF New | Construction Cost- 28.0M | Completed 1998

Romulus Public Library

Romulus, Michigan

The Romulus Public Library commissioned Merritt Cieslak Design to develop a space utilization study and new master plan for their existing facility. The result of the study indicated that there was valuable space available with some minor reorganization of interior elements.

MCD then developed a plan which expanded the existing program room , a new centrally located help desk, and an improved location and expansion of the computer services area. Future phases of the master plan will include a new teen area, the renovation of the existing youth area, an exterior program/reading area, and an expansion of the building.

Project Information:

83.500 SF Renovation | Project Costs. $ 450K- Under Construction | Scheduled Completion Spring 2022

Canton Public Library

Canton Township, Michigan

Merritt Cieslak Design was selected to participate in the renovation of the Canton Public Library. The project included a total renovation of the public areas, youth services, young adult, and staff areas. To maintain operations, the project included four phases over four years.

Phase 1- Lobby/Toilet Rooms
Phase 2- Youth Area Renovation
Phase 3- YA Area Renovation
Phase 4- Staff Area Renovation

The response by the library users has been overwhelmingly positive and stands as a testimony to the value placed on quality library services by the Canton Community.

Project Information:

4,500 SF YA Area Renovation | Construction Cost .$ 500K | Completed 2017
14,400 Sf Staff Area Renovation | Construction Cost 1.4M | Completed 2018
10,500 SF Youth Area Renovation | Construction Cost $ 850K | Completed 2016

Other Notable Projects

Our history of re-purposing and renovating older spaces or creating new spaces that inspire are represented in the following par al list of projects.

- Armada Free Public Library (Armada)
- Bullard Sanford Memorial Library (Vassar)
- Canton Public Library – Young Adult Renovation (Canton)
- Canton Public Library – Youth Renovation (Canton)
- Canton Public Library- Staff Area Renovation (Canton)
- Cromaine Library (Hartland)
- Devereaux Memorial Library (Grayling)
- Farmington Community Library (Farmington Hills Branch)
- Indian River Area Library (Indian River)
- Flat Rock Public Library (Flat Rock)
- Fowlerville District Library – (Fowlerville)
- Frederic Community Library (Frederic)
- Grosse Isle District Library (Grosse Isle)
- Jordan Valley District Library (East Jordan)
- Lyon Township Library (New Hudson)
- Milan Public Library (Milan)
- Millington Library (Millington)
- Northville District Library – (Northville)
- Oscoda County Library (Mio)
- Pinckney Community Public Library (Pinckney)
- Plymouth District Library (Plymouth)
- Lenox Township Library (New Haven)
- Briggs District Library (St. Johns)
- Riverview Public Library (Riverview)
- Romeo Public Library Addition (Romeo)
- North Adams Library Feasibility Study (North Adams)
- Salem/South Lyon District Library (Salem Township)
- Salem/South Lyon District Library – New Master Plan
- Taylor Public Library (Taylor)
- Trenton Veterans Memorial Library (Trenton)
- Inkster Public Library
- Romulus Public Library
- Vicksburg Community Library (Vicksburg)
- William P. Faust Public Library Feasibility Study(Westland)
- Pentwater Township Library (Pentwater)
- Redford Township District Library Renovation (Redford Twp.)
- Saint Clair County Library (Port Huron)
- Farmington Community Library (Farmington, Downtown Branch)

References

Ms. Hope Siasoco, Director
Pinckney Community Public Library
hsiasoco@pinckneylibrary.org
Interview with Hope Siasoco

Akindele Akinyemi, Board President
Inkster Public Library
akindeleakinyemi19@gmail.com
Interview with Akindele Akinyemi

Kimberly White, Director
Shiawassee District Library
(989) 725-5134
kimberly.white@sdl.lib.mi.us

Garrett Hungerford, Director
Redford Township District Library
(313) 531-2640
ghungerford@rtdl.org

Patricia Braden, Director
Romulus Public Library
(734) 955-4516
pbraden@romuluslibrary.org
Interview with Patricia Braden

Kathy Hutchinson, Assistant Director
Salem South-Lyon Public Library
(248) 437-6431
khutchinson@ssldl.info
Interview Kathy Hutchinson

Proposed Work Plan

	Tasks	Target Dates/ Durations	
		From	To
1	Project Kick-Off: Meet with Library for Program Confirmation – Determine responsibilities, procedures, and schedule requirements.	04/25/22	05/02/22
2	Review existing studies, space programming, layouts, and designs, with advice on possible changes to the objectives to assure feasibility, quality, meeting cost budget, and minimizing reductions in service during construction.	04/25/22	05/09/22
3	Design Development (DD) Phase – Based on the Merritt Cielsak Design (MCD) conceptual/schematic designs of January 19, 2022, meet with the Library staff to hear opinions and meet with the Library administration and Library Board Building committee, with a presentation to the Library Board. MCD will provide DD-level drawings and specifications for all civil, architectural, mechanical, electrical, and structural materials and systems required for the design.	05/02/22	08/08/22
4	Prepare DD budget estimate update and project phasing and construction timeline (MCD w/Rewold).	07/25/22	08/08/22
5	DD drawing, specification, estimate and timeline review w/Owner.	08/08/22	08/15/22
6	Construction Documents (CD) Phase – Based on the Library's approval of the DD documents MCD will provide CD-level drawings and specifications for all civil, architectural, mechanical, electrical, and structural materials and systems required for the design.	08/08/22	10/31/22
7	Construction Documents Budget Estimate update.	10/31/22	11/07/22
8	MCD will provide drawing sets as required to the city's building department for code compliance review.	11/07/22	
9	Confirm Project Funding.	11/07/22	12/2022
10	Issue for Bidding.	01/2023	02/2023
11	Evaluate Bids and work with the Library to make Contractor selection.	02/2023	03/2023
12	Construction.	05/2023	**03/2024**

Notes: Design and construction dates and durations are estimated and may vary depending on project-related conditions. The architectural and engineering team will be available and fully engaged for the duration of the proposed timeline shown above.

ATTACHMENT B - BIDDER'S AGREEMENT

For Expansion/Renovation of Front Entry and Circulation Area of Baldwin Public Library

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Steven G. Schneemann, RA, LEED	03/31/2022
PREPARED BY (Print Name)	**DATE**
Firm Principal	03/31/2022
TITLE	**DATE**
	ss@mcdarchitects.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Merritt Cieslak Design, PLC	
COMPANY	
33610 Grand River Ave. Farmington, MI 48335	248-374-0001
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For Expansion and Renovation of Front Entry and Circulation Area of Baldwin Public Library

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

COST PROPOSAL	
ITEM	**BID AMOUNT**
Phase 1	
Design Development	**$** 118,800
Construction Documents	**$** 118,800
Phase 2	
Bidding Assistance	**$** 6,400
Construction Administration	**$** 20,000
TOTAL BID AMOUNT	**$** 264,000

Firm Name Merritt Cieslak Design, PLC

Authorized signature _____ Date 03/31/2022

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Expansion/Renovation of Front Entry and Circulation Area of Baldwin Public Library

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

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

Steven G. Schneemann, RA, LEED	03/31/2022
PREPARED BY (Print Name)	**DATE**
Firm Principal	03/31/2022
TITLE	**DATE**
	ss@mcdarchitects.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Merritt Cieslak Design, PLC	
COMPANY	
33610 Grand River Ave. Farmington, MI 48335	248-374-0001
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
27-2029124	
TAXPAYER I.D.#	

merritt
cieslak
design [plc]

ARCHITECTURE | PLANNING

City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **April 12, 2022**

TO: **Thomas M. Markus, City Manager**

FROM: **Carrie Laird, Parks and Recreation Manager**

APPROVED: **Lauren A. Wood, Director of Public Services**

SUBJECT: **Holiday Lights 2022 Purchase**

INRODUCTION:
In 2019, the Department of Public Services changed the timing of ordering holiday lights to March instead of July or August based on better pricing at this time of year. The lights will be purchased now and stored for use in the 2022-2023 holiday season.

BACKGROUND:
The City uses LED (light-emitting diode) lights to decorate all of the street trees in Downtown Birmingham for the holidays, including Maple, Old Woodward, Pierce, Hamilton, Henrietta, Martin, Merrill, Brown, Peabody, Townsend, and Adams. The holiday decorating program also includes City Properties such as City Hall, the Department of Public Services, the Library, parking structures and Shain Park, using LED lights. Prior to 2010, the same locations were decorated with incandescent lights. LED holiday lights consume seventy-five percent less energy than their incandescent counterparts. Over 400 trees in Birmingham are decorated with LED lights.

The Birmingham Shopping District (BSD) participates in the holiday lighting program by budgeting for a portion of the decorated trees. The BSD endorses the purchase of "warm white" LED lights based on recommendations from merchant meetings and the BSD maintenance committee. It is important to note, a percentage of this purchase is reimbursed by the BSD for material and installation services. Currently, the BSD has provided a cost share of 20% for this holiday light program. The City and BSD are continuing discussions to increase their share for the enhancements made over the years.

We currently budget to replace our inventory of lights on a three (3) year rotation. With about 400 trees to accomplish, we have found that purchasing a third of the total amount of lights needed works well. Typically, the maximum length of time that lights may be left in mature trees is three years. The third year can be maintenance intensive as leaving the lights up in the canopies does negatively contribute to the lifespan of the lights: they are exposed to UV light, dust, debris and critters.

As our core downtown has changed over the past three years or so, and will again this upcoming summer, we have accounted for the additional trees in our purchasing plan for lights. Since the recently planted trees are not at maturity yet, it is necessary to remove the lights for the growing season. This results in the LED's lasting slightly longer, however, lights wrapped around the smaller, yet actively growing trees must be replaced regularly as well.

Sealed bids were opened on Tuesday, March 22, 2022 for the cost of 3,000 sets of warm white LED lights to supply the City's holiday decorating program. Seven bidders responded. The result of the sealed bids follows in the table below.

Company	Total Bid Price
Zoros Lighting	**$28,800.00**
Sassin Management	$29,910.00
Wintergreen Corporation	$33,180.00
Elite Textile Trading, LLC	$33,600.00
Dekra-Lite Industries, Inc.	$39,681.27
Tiles In Style, LLC	$41,786.00
Christmas Designers	$48,300.00

LEGAL REVIEW:
The City attorney reviewed this RFP including the Bidder's Agreement and Warranty and is satisfied with the form and content.

FISCAL IMPACT:
This purchase was included in the 2022-2023 Approved Budget. Funds for this purchase have been budgeted in the General Fund-Community Activities Operating Supplies account #101-441.004.729.0000 and the General Fund- Property Maintenance Operating Supplies account # 101-441.003-729.0000. The Birmingham Shopping District (BSD) reimburses by way of journal entry for a portion of this purchase and labor to install at the end of each season.

PUBLIC COMMUNICATIONS:
There are no public communications needed for this purchase.

SUMMARY:
The Department of Public Services recommends awarding the Holiday Lights 2022 purchase to the lowest qualified bidder, Zoros Lighting. Their proposal is for the specified LED commercial grade products. The BSD has purchased from this vendor in the past and has been satisfied with the product and service delivered. The lights have a three (3) year warranty.

In April of 2021, the City purchased the same amount, 3,000 sets of lights, for a total purchase price of $29,910.00.

ATTACHMENTS:
Attached is the Request for Proposal, Bidder's Agreement, Cost Proposal, Delivery Date, and Iran Sanctions Act Vendor Certification Form. A signed contract and certificate of insurance have not been required documents as part of the purchase of holiday lights or supplies.

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the purchase of holiday lights from Zoros Lighting for a total cost not to exceed $28,800.00. Funds are available from the General Fund-Community Activities Operating Supplies account #101-441.004-729.0000 and Property Maintenance Operating Supplies account # 101-441.003-729.000 for this purchase.

REQUEST FOR PROPOSALS
HOLIDAY LIGHTS 2022

Sealed proposals endorsed **"Holiday Lights 2022"**, will be received at the Department of Public Services, 851 S. Eton, Birmingham, Michigan, 48009; until Tuesday, March 22, 2022 at 2:00 pm after which time bids will be publicly opened and read. Results will be posted on MITN. At this time, bid opening attendance is by appointment only; please contact Carrie Laird, listed below.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to supply 3000 sets of "warm white" 5mm LED lights by August 31, 2022. This supply of product and delivery must be in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham, 851 S. Eton, Birmingham, Michigan, ATTN: Carrie Laird

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

Submitted to MITN:	February 23, 2022
Deadline for Submissions:	March 22, 2022 at 2:00 pm
Contact Person:	Carrie Laird 851 S. Eton St. Birmingham, MI 48009 Phone: 248-530-1714 Email: claird@bhamgov.org

REQUEST FOR PROPOSALS
HOLIDAY LIGHTS 2022

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Vendor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to supply and deliver 3000 sets of LED holiday lights in 2022. The product must be in accordance with the Specifications of Product and Delivery contained in this Request For Proposals (RFP).

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

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to supply and deliver of LED holiday lights in accordance with the Specifications of Product and Delivery.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than March 22, 2022 by 2:00 PM to:

Department of Public Services
Attn: Carrie Laird
851 S. Eton
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"HOLIDAY LIGHTS 2022"**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Vendor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered to:
   Carrie Laird, 851 S. Eton St., Birmingham, MI 48009
   OR claird@bhamgov.org

Such request for clarification shall be delivered, in writing, no later than March 15, 2022 by 4 pm.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The purchase will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price.

5. Each respondent shall include in his or her proposal, in the format requested, the cost of supply and delivery of the product specified. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

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

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. Warranty
6. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Vendors.

3. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

4. The cost of preparing and submitting a proposal is the responsibility of the Vendor and shall not be chargeable in any manner to the City.

5. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Specifications of Product and Delivery contained herein have been provided.

6. The successful bidder shall deliver the product within the timeline established.

BIDDER'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
   a. Bidder's Agreement (Attachment A)
   b. Cost Proposal (Attachment B)
   c. Delivery Date (Attachment C)
   d. Iran Sanctions Act Vendor Certification Form (Attachment D)

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

The 3000 sets of warm white LED lights must be delivered no later than August 31, 2022.

SPECIFICATIONS OF PRODUCT AND DELIVERY

The Vendor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The selected Vendor shall be responsible for the delivery of all materials in a safe and legal manner.

2. The Vendor will deliver the following product to Department of Public Services, 851 S. Eton, Birmingham, MI 48009:

Lights (3000 sets)

5mm LED Wide Angle **Warm White**, Full Wave, Full Rectified, Steady (not twinkle), Twist Proof, Non-removable, 70 ct lights per set. 1 piece construction, non-silicone husk, UL listed.

Dimensions:

6" lead, 4" spacing, 6" tail, 24.0' total length

Power:

4.83 total watts, 0.069 watts per bulb, 120 volt, 43 max sets connected

Plugs;

Fused/Stackable male plug, end-to-end connectors

Wire:

Green wire, 22 gauge

Features:

- Bulbs must be virtually unbreakable, and colors never fade, chip or crack
- If one light goes out, the rest stay lit
- Indoor / Outdoor use.

3. In addition to any express warranties set forth in the Vendor's quotation, any statutory warranties or any warranties implied by law, Vendor expressly represents and warrants to City the Product(s) provided under the order shall (a) strictly conform to and/or operate in accordance with the applicable specifications and end-users' reasonable expectations, (b) be merchantable, free from defects in design, material and workmanship and shall be new and of highest quality; (c) be fit for the purpose for which they are intended and safe for any use that is consistent with the applicable specifications or that is reasonably foreseeable; and (d) be free and clear of all liens, claims or other encumbrances, and conveyed to City with good title; (e) conform to all industry standards and all applicable laws.

Limited Warranty

1. Vendor warrants to City that from the date of shipment of the lights that such will be free from material defects in material and workmanship and will warranty the electrical wiring and accessories, the replacement bulbs and the LED string lights for three (3) years.

2. Vendor shall not be liable for a breach of the warranty unless the City gives written notice of the defect, reasonably described to Vendor within thirty (30) days of the time when City discovers or ought to have discovered the defect. Vendor will have twenty-one (21) days to replace or repair the lights.

ATTACHMENT A - BIDDER'S AGREEMENT
HOLIDAY LIGHTS 2022

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

1. They have carefully examined the specifications and terms of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Martin Zoro	3/16/22
PREPARED BY (Print Name)	**DATE**
Owner/President	
TITLE	**DATE**
Martin Zoro	zoroslights@gmail.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Zoros Lighting	
COMPANY	
34734 Navin Ave, Livonia, MI 48152	248-408-6393
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT B - COST PROPOSAL

HOLIDAY LIGHTS 2022

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

COST PROPOSAL Holiday Lights		
ITEM	**QUANTITY**	**TOTAL AMOUNT 2022**
LED 5 mm **warm white,** 70 count lights per set, full wave, full rectified, warm white bulbs, Steady, not twinkle. 1 piece construction, non-silicone husk, UL Listed. 4" spacing. Lead length 6", tail length 6". 22 AWG wire (green). String length no less than 23 feet.	3000 SETS	$28,800.00
Voluntary Alternate (Attach Detailed Description)		
Delivery (If additional)		
TOTAL	3000 SETS	$28,800.00

Firm Name ZOROS LIGHTING

ATTACHMENT C – DELIVERY DATE
HOLIDAY LIGHTS 2022

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

DELIVERY DATE BY AUGUST 31, 2022

[X] Our company can meet the required delivery date as described above

[ ] Our company cannot meet the required delivery date as described above

Reason/Alternate date(s): _____

Firm Name Zoros Lighting

Authorized signature Justin Zoros Date 3/16/22

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
HOLIDAY LIGHTS 2022

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

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

MARTIN ZORO	3/16/22
PREPARED BY (Print Name)	**DATE**
Owner / President	
TITLE	**DATE**
	zoroslights@gmail.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Zoros Lighting	
COMPANY	
34734 Navin Ave, Livonia, MI 48152	248-408-6393
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
45-4237461	
TAXPAYER I.D.#	

MEMORANDUM

Department of Public Services

DATE: April 12, 2022

TO: Thomas M. Markus, City Manager

FROM: Carrie Laird, Parks and Recreation Manager

APPROVED: Lauren Wood, Director of Public Services

SUBJECT: Natural Areas Maintenance

INRODUCTION:
The City has numerous natural and native planting areas such as woodlands, prairies, bio swales, wetland garden areas and rain gardens throughout the park system and on city property, located in areas such as Barnum Park, Quarton Lake, and Martha Baldwin Park to name a few.

BACKGROUND:
The City of Birmingham is a partner with Oakland County Cooperative Invasive Species Management Area (CISMA) a collaboration across Oakland County seeking to support functioning ecosystems and enhance quality of life through invasive species management. Invasive species are organisms that are not native to Michigan, and whose introduction causes harm, or is likely to cause harm to Michigan's economy, environment, wildlife, or human health. For more information about the CISMA visit https://oaklandinvasivespecies.org/ or watch the video: https://www.youtube.com/OaklandCountyCISMA

The Department of Public Services budgets for invasive species removal, native planting, and general maintenance of natural areas throughout the city each year. For the past several years, Cardno (now Stantec) has consistently provided competitive pricing as they are an approved vendor through a cooperative agreement with Oakland County. Cardno (now Stantec) has a dedicated division in environmental management.

In 2014, the City hired Native Connections to put together a Habitat Restoration Plan specific to Quarton Lake Park. The Habitat Restoration plan calls for native species enhancement, shoreline restoration as needed, invasive species removal and follow up treatments. Recommendations include seed mixes and live native plant plugs to reduce further chance of invasion and to avoid erosion due to bare soil. Every year since 2014, staff revisits this restoration plan. Continual efforts are made to improve the shoreline plantings and we keep it a part of our natural areas maintenance program.

Cardno, as the lowest, most responsive and qualified bidder was awarded the City's Invasive Species Removal Project of 2015 at Quarton Lake and the Museum Park property and the 2018 Martha Baldwin Native Wet Meadow Garden project.

In 2019, the City hired Cardno with Parks and Recreation Board endorsement and City Commission approval, to perform monthly maintenance visits at Barnum, Quarton Lake, Martha

Baldwin and the Birmingham Museum. Supplemental planting work as well was part of the maintenance proposal. Cardno performed some but less regular maintenance of natural areas in 2020 and 2021 due to the impacts of covid19.

The City requested a proposal from Cardno (now Stantec) for maintenance of Quarton Lake, Barnum Park, Martha Baldwin Park, and the Museum for the 2022 and 2023 season. The attached proposal outlines the scope of work for each site, and is a not to exceed total.

The Oakland County Purchasing Unit has developed an intergovernmental Cooperative Purchasing Program for use by other Michigan government entities for the procurement of goods and/or services. Cardno is part of this Cooperative Purchasing program through Oakland County and has provided the approved pricing. Therefore, no other pricing was solicited for this project.

LEGAL REVIEW:
The City Attorney has reviewed the agreement with Cardno and is satisfied with the terms, form and content.

FISCAL IMPACT:
This project was included in the 2021-2022 Approved Budget and planned for in the 2022-2023 Budget. Funds for this purchase have been budgeted in the General Fund-Parks Other Contractual Services account #101-751.000-811.000

PUBLIC COMMUNICATIONS:
Signs are located throughout the park system, at Quarton Lake, Booth Park, and Linden Park, explaining the benefits of native plants and the importance of invasive species prevention. We plan to install more signage at Martha Baldwin Park, and Barnum Park, for educational purposes as well. Additionally, when work is occurring, the contractor is required to post notification of any chemically treated areas by law.

SUMMARY:
Natural areas require periodic maintenance to reach their potential, aesthetically and ecologically. Invasive and exotic plants are a real threat to the environment, choking out native plants, ultimately impacting birds, insects, and water quality. This program takes an integrated management best practice approach to maintaining the natural areas which includes evaluating the areas, spot treating with the appropriate chemical or hand pulling as needed, and filling open areas with native plants to reduce invasive plant spores and spreading in open seed beds.

The Department of Public Services recommends awarding the contract for Natural Areas Maintenance Services to Cardno (now Stantec), in the amount not to exceed $33,850.00 in 2022 and $51,600.00 in 2023, for a total of $85,450.00 as part of the Cooperative Purchasing program through Oakland County. The difference in price between 2022 and 2023 is due to a planned shoreline restoration project and a revisit of woody invasive species removal at Quarton Lake. Services include maintenance of several natural areas at Quarton Lake, Barnum Park, Martha Baldwin Park and the Museum Park. The proposal includes an hourly rate for unanticipated additional work as requested by the city.

The Parks are Recreation Board at their April 5, 2022 meeting approved this project and recommended it be considered for approval by the City Commission.

ATTACHMENTS:
Attached is the Agreement including the 2022 and 2023 proposals (Attachment A) including maps of the locations, and required insurances and attachments, email from Cardno representative confirming Oakland County pricing, Oakland County Contract Holder Opt In, current Oakland County Contract.

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the 2 year contract with Cardno (now Stantec) for Parks Natural Areas Maintenance Services for a total cost not to exceed $85,450.00. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds are available from the General Fund-Parks Other Contractual Services account #101-751.000-811.0000 for these services.

AGREEMENT OF Parks Natural Areas Maintenance

THIS AGREEMENT is entered into this ___ day of _____, 2022, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Cardno (now Stantec) a Michigan LLC, whose address is 8060 Kensington Ct., Brighton, MI 48116 , (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City through its Department of Public Services desires maintenance services of natural areas including prairies, wetland meadows, and native garden areas in the city's park system, including but not limited to Quarton Lake, the Birmingham Museum Park, Martha Baldwin Park, and Barnum Park, and in connection therewith has requested a proposal for the maintenance of these areas; and

WHEREAS, Contractor has unique knowledge and qualifications that meet the specific project requirements, and is part of the Oakland County Ecological Restoration contract pricing, available to local municipalities, after request as a single source provider, has provided a cost proposal to perform maintenance services of park natural areas.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for a proposal for maintenance services of natural areas including prairies, wetland meadows, and native garden areas in the city's park system, including Quarton Lake, the Birmingham Museum Park, Martha Baldwin Park, Barnum Park and other parks and city properties in 2022 and 2023 upon the city's request dated March 28 ,2022 which includes the natural area maintenance services in the city's park system, including, seeding, planting of native plants, trees and shrubs and invasive species removal by mechanical means or spot treatment with appropriate herbicide shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. **TERM:** This Agreement shall have a term of 2 years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect.

3. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.

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

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

8. **COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. **NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City,

by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, but only to the extent which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of $1,000,000, per occurrence preferred, but claims made accepted.

E. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **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.

F. 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 at least (10) days prior to the expiration date.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
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, if applicable;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Lauren Wood

Contractor:
Cardno, now Stantec
8060 Kensington Ct
Brighton, MI 48116

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT 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 the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the

stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

18. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. LEGAL PROCEEDINGS: 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 a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written proposals for 2022 and 2023 dated March 28, 2022 , (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor's March 28, 2022 and March 2023 proposal, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor:
By: _____
Its: Senior Project Ecologist, Team Lead

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 13th day of April, 2022, before me personally appeared Joe von Wahlde, who acknowledged that with authority on behalf of Cardno, Inc. to do so he/she signed this Agreement.

Stephanie Shantz
Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My commission expires: 4/26/2025

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Thomas M. Markus, City Manager
(Approved as to substance)

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

Mary M. Kucharek, City Attorney
(Approved as to form)

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT B - BIDDER'S AGREEMENT

For Parks Natural Areas Maintenance

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Joe von Wahlde	4/13/2022
PREPARED BY (Print Name)	**DATE**
Senior Project Ecologist	4/13/2022
TITLE	**DATE**
	Joe.vonWahlde@Cardno.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Cardno, Inc.	
COMPANY	
11181 Marwill Ave, West Olive, MI 49460	616-847-1680
ADDRESS	**PHONE**
NA	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Parks Natural Areas Maintenance

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

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

Joe von Wahlde	4/13/2022
PREPARED BY (Print Name)	**DATE**
Senior Project Ecologist, Team Lead	4/13/2022
TITLE	**DATE**
	Joe vonWahlde@Cardno.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Cardno, Inc.	
COMPANY	
11181 Marwill Ave, West Olive, MI 49460	616-847-1680
ADDRESS	**PHONE**
NA	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
45-2663666	
TAXPAYER I.D.#	

CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY) 4/7/2022

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1502423 CARDNO USA, INC.
C/O STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BOULEVARD, SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES **CERTIFICATE NUMBER:** 18406170 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	N	47-GLO-307584	12/7/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
B B B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	12/7/2021 12/7/2021 12/7/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47-UMO-307585	12/7/2021	5/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	12/7/2021 12/7/2021	5/1/2022 5/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

STANTEC PROJECT #: J223020900. PROJECT NAME: PARKS NATURAL AREAS MAINTENANCE. 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 ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

18406170
CITY OF BIRMINGHAM, MICHIGAN
151 MARTIN STREET
BIRMINGHAM MI 48009

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

Joyce M Amelle

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY) 4/7/2022

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : AIG Specialty Insurance Company	26883
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1502437
CARDNO USA, INC.
C/O STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BOULEVARD, SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES **CERTIFICATE NUMBER:** 18406209 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810	12/7/2021	10/1/2022	$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	12/7/2021	10/1/2023	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
STANTEC PROJECT #: J223020900. PROJECT NAME: PARKS NATURAL AREAS MAINTENANCE.

CERTIFICATE HOLDER

18406209
CITY OF BIRMINGHAM, MICHIGAN
151 MARTIN STREET
BIRMINGHAM MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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The ACORD name and logo are registered marks of ACORD

CARDNO USA, INC.; 1502423

18406170
CITY OF BIRMINGHAM, MICHIGAN
151 MARTIN STREET,
BIRMINGHAM, MI 48009

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance. To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **18406170.** **You must reference this Certificate ID number in order for us to complete this process.**

- **Certificate ID: 18406170**
- **Email: kctsu@lockton.com**
- **Subject Line: TSU E-Delivery**

Signing up for this will **NOT** sign you up for any solicitation emails - your email will only be used to forward updated or renewal certificates direct from Lockton. The email you receive will look like this:

If you received this letter with a certificate via email, no action is required on your part.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: Please do NOT send certificate requests or other insurance inquiries to the email inbox above.

Thank you for your cooperation.

Lockton Companies

Technical Services Unit

ATTACHMENT A

Cardno now Stantec

8060 Kensington Ct.
Brighton, Michigan 48116
USA

Phone **734 674 5991**
Fax 616 847 9970
www.cardno.com
www.stantec.com

March 28th, 2022

Carrie Laird
City of Birmingham

***Subject**: 2022 Restoration and Maintenance*

Carrie,

Cardno is pleased to provide the following costs for natural areas maintenance in the City of Birmingham. The information presented here is separated by property. Properties include: Quarton Lake, The Birmingham Museum, Martha Baldwin Park, and Barnum Park. If multiple services are selected, the price can be reduced. The prices below reflect the Oakland County negotiated rates, and are presented for agreement as a not-to-exceed contract.

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City of Birmingham Museum 3
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Barnum Park 5
Table 4: Barnum Park Itemized Costs 5

Quarton Lake

The following recommendations are for the property as a whole and for the dam area. Cardno proposes the following:

- Early spring mowing of specific existing native planting areas
- Spot herbicide treatment of portions of the native planting zone
- Supplemental seeding throughout the planted areas
- Supplemental planting in the emergent zone and upland area of the dam

Mowing will be done via brush cutters in early spring to facilitate the regeneration of the native community. Cut woody vegetation will be treated by a concentrated Triclopyr solution. All debris will be left on site. Spot foliar treatment is necessary to facilitate the native species' competitive dominance. This will be done via four visits in spring and summer utilizing a glyphosate solution for herbaceous weeds and Triclopyr solution for woody invasive species. Both solutions will contain cygnet surfactant and tracking dye. The area denoted in Figure 1 will receive 500 additional plants to help supplement the planted areas both on shore and in the water near the dam.

Table 1 Quarton Lake Itemized Costs

Task	Details	Timeline	Cost
Maintenance items, excluding planting	Mowing, spot herbicide treatment via four visits and cut and stump treatment on woody resprouts.	Spring - Summer 2022	$5,700
Plug planting at the dam and seeding throughout area	Plant 500 plugs, a mix of emergent and upland, at the dam. Spread native seed throughout all of the native planting areas to help with thin areas.	Spring-Fall 2022	$4,000

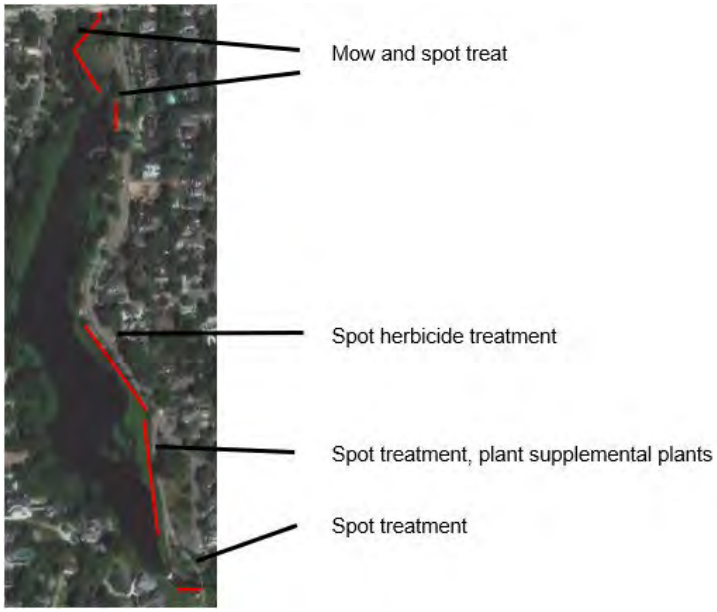

Figure 1 Quarton Lake treatment areas 2022

City of Birmingham Museum

Cardno previously treated woody invasives and Phragmites at this property and proposes retreatment of woody invasives in the woodlot and Phragmites along the bank. The previous treatments have been successful in killing the phragmites but it should still be monitored and another treatment should be planned.

Retreatment would take place via two visits in the summer and fall of 2022, utilizing backpack sprayers. Phragmites will be treated with Glyphosate in the fall. Woody invasives will be treated with Triclopyr in the summer. Each mix will contain Cygnet surfactant and tracking dye. Maintenance mowing can happen in the fall after the phragmites treatment. A supplemental planting of 500 plugs is also suggested to continue filling in the pocket wetland where the Phragmites was previously growing. The species planted will be picked based on how the species planted in the fall do.

Table 2 Museum Restoration Lump Sum Costs

Task	Details	Timeline	Cost
Herbicide retreatment	Woodlot and Phragmites	Summer and Fall 2022	$1,250
Supplemental Planting	Pocket wetland planting	Spring-Fall 2022	$2,000

Figure 2 Retreatment area at the Museum

Martha Baldwin Park

The Martha Baldwin bioswale is an example showpiece for bioretention in the City of Birmingham. Cardno proposes to continue to maintain this well-kept swale through additional mulch, weeding, and spot treatment with four monthly visits in 2022. One of these visits will include treatment of the cattail and Phragmites that are growing in the basin. Additionally, Cardno recommends planting 250 additional herbaceous plugs to help continue filling in the basin, all strategically placed within the swale for aesthetic appeal. All debris will be hauled off site.

Table 3: Martha Baldwin lump sum cost

Task	Details	Timeline	Cost
Maintenance	Four site visits including weeding, spot treatment, and debris removal.	Growing season 2022	$9,700
Supplemental Planting	Plant an additional 250 plugs and add 5 yards of mulch to the basin.	Spring 2022	$3,200

Figure 3 Martha Baldwin basin treatment areas

Barnum Park

Cardno recommends the following follow up treatment for Barnum Park:

- Mowing and continued spot treatment within all planting areas
- Additional seeding in planting beds where bare spots persist
- Additional plug planting in planting beds where bare spots persist

The first spot treatment visit of the year will include mowing of last year's plant material to help facilitate plant regeneration. Spot treatment includes the use of glyphosate with Cygnet surfactant and tracking dye and should include five visits within 2022. Cardno recommends reseeding in prairie areas that have not fully grown in with a similar seed mix. Cardno will also plant an additional 500 plugs within the all of the planting beds after weeding and spot treatment to fill the area in.

Table 4: Barnum Park Itemized Costs

Task	Details	Timeline	Cost
Maintenance Visits	Five visits including spot herbicide treatment within the whole property and hand weeding when necessary. Additional planting of plugs and seed.	Spring to Fall 2022	$8,000

Figure 4 Barnum Park

Additional Maintenance Services

For any on call services, new installations and additional maintenance we're offering reduced hourly rates of $66 for a field supervisor and $52 for a field technician and not charging for mileage. A mobilization fee will be included as well as any material, equipment and extra staffing if necessary. Per the cooperative purchasing agreement, a reduced markup is also included in any material and equipment fees.

If you have any questions or would like to proceed with the work outlined above please contact Melissa Meszaros at Melissa.Meszaros@cardno.com or 734.674.5991

Sincerely,

Melissa Meszaros
FIELD SUPERVISOR
CARDNO

Cardno now Stantec

8060 Kensington Ct.
Brighton, Michigan 48116
USA

Phone **734 674 5991**
Fax 616 847 9970
www.cardno.com
www.stantec.com

March 28th, 2022

Carrie Laird
City of Birmingham

Subject: 2023 Restoration and Maintenance

Carrie,

Cardno is pleased to provide the following costs for natural areas maintenance in the City of Birmingham. The information presented here is separated by property. Properties include: Quarton Lake, The Birmingham Museum, Martha Baldwin Park, and Barnum Park. If multiple services are selected, the price can be reduced. The prices below reflect the Oakland County negotiated rates, and are presented for agreement as a not-to-exceed contract.

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Quarton Lake

The following recommendations are for the property as a whole and for the dam area. Cardno proposes the following:

- Early spring mowing of specific existing native planting areas
- Spot herbicide treatment of portions of the native planting zone
- Supplemental seeding throughout the planted areas
- Supplemental planting in the emergent zone and upland area of the dam

Mowing will be done via brush cutters in early spring to facilitate the regeneration of the native community. Cut woody vegetation will be treated by a concentrated Triclopyr solution. All debris will be left on site. Spot foliar treatment is necessary to facilitate the native species' competitive dominance. This will be done via four visits in spring and summer utilizing a glyphosate solution for herbaceous weeds and Triclopyr solution for woody invasive species. Both solutions will contain cygnet surfactant and tracking dye. The area denoted in Figure 1 will receive up to 500 additional plants to help supplement the planted areas both on shore and in the water near the dam.

Table 1: Quarton Lake Itemized Costs

Task	Details	Timeline	Cost
Maintenance items, excluding planting	Mowing, spot herbicide treatment via four visits and cut and stump treatment on woody resprouts.	Spring - Summer 2023	$5,700
Plug planting at the dam and seeding throughout area	Plant up to 500 plugs, a mix of emergent and upland, at the dam. Spread native seed throughout all of the native planting areas to help with thin areas.	Spring-Fall 2023	$4,000

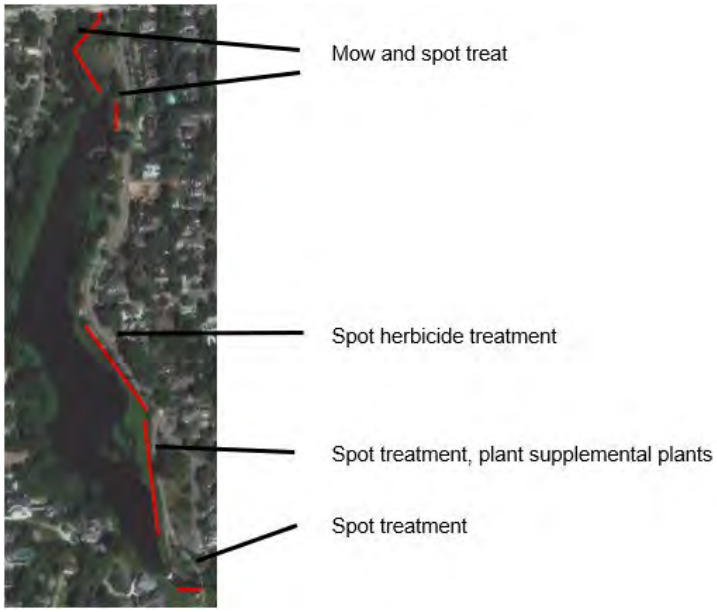

Figure 1 Quarton Lake treatment areas 2022

Quarton Lake Shoreline Restoration

While the shoreline restoration has previously focused on the area near the dam and up by the bridge, Cardno is proposing to start expanding restoration along the whole shoreline in 2023. This would include planting 190 shrub plugs along the shoreline from the bridge down to where the dam restoration began, as well as blanketing, seeding and planting 800 herbaceous plugs in three areas that have been overrun with nonnative species. The area in red in the figure below is the area that the shrubs will be planted in. The three white areas are the areas proposed for blanketing, seeding and planting.

Table 2: Quarton Lake Shoreline Restoration Itemized Costs

Task	Details	Timeline	Cost
Seeding, Blanketing and Planting	Seeding, blanketing and planting 800 plugs between three smaller restoration areas	Spring-Fall 2023	$6,850
Planting shrub plugs	Planting 190 shrub plugs along the whole shoreline from the bridge at the north down to where the dam restoration began	Spring-Fall 2023	$2,300

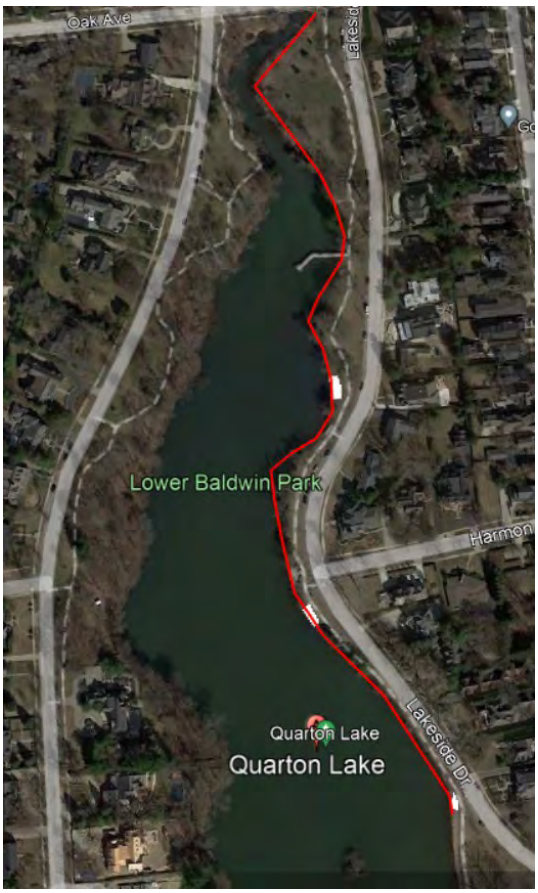

Figure 2 Proposed shoreline restoration areas

West Quarton Lake Woody Resprout Treatment and Cutting

Cardno has previously treated woody invasive species on the west side of Quarton Lake and is proposing another treatment to keep that area from being overrun with woody invasive species again. These treatments would take place in 2023 with a small resprout treatment taking place in the summer, while a larger woody cutting and removal would happen in the early winter of 2023. The resprout treatment would utilize backpack sprayers and would treat the woody material with a mixture of triclopyr that would contain Cygnet surfactant and a tracking dye. A triclopyr mixture would also be used to treat the cut stumps in the winter and all cut material would be hauled off site. The area shaded red in the map below is the proposed treatment area and the costs associated are listed in the table.

Table 3: Quarton Lake Woody Treatment Itemized Costs

Task	Details	Timeline	Cost
Herbicide resprout treatment	Treatment of small woody invasives using a mixture of triclopyr.	Summer 2023	$2,000
Woody cutting and removal	Cutting of large invasive shrubs and removing the cut material from the site.	Winter 2023	$7,900

Figure 3 Proposed woody treatment area

City of Birmingham Museum

Cardno previously treated woody invasives and Phragmites at this property and proposes retreatment of woody invasives in the woodlot and Phragmites along the bank. The previous treatments have been successful in killing the phragmites but it should still be monitored and another treatment should be planned.

Retreatment would take place via two visits in the summer and fall of 2023, utilizing backpack sprayers. Phragmites will be treated with Glyphosate in the fall. Woody invasives will be treated with Triclopyr in the summer. Each mix will contain Cygnet surfactant and tracking dye. Maintenance mowing can happen in the fall after the phragmites treatment. A supplemental planting of up to 250 plugs with a quarter acre of sedge swale seed mix and another quarter acre of emergent wetland seed mix is also suggested to continue filling in the pocket wetland where the Phragmites was previously growing. The species planted will be picked based on how the species planted in the fall do.

Table 4: Museum Restoration Lump Sum Costs

Task	Details	Timeline	Cost
Herbicide retreatment	Woodlot and Phragmites	Summer and Fall 2023	$1,250
Supplemental Planting and seeding	Pocket wetland planting	Spring-Fall 2023	$2,000

Figure 4 Retreatment area at the Museum

Martha Baldwin Park

The Martha Baldwin bioswale is an example showpiece for bioretention in the City of Birmingham. Cardno proposes to continue to maintain this well-kept swale through additional mulch, weeding, and spot treatment with four monthly visits in 2023. One of these visits will include treatment of the cattail and Phragmites that are growing in the basin. Additionally, Cardno recommends planting up to 250 additional herbaceous plugs to help continue filling in the basin, all strategically placed within the swale for aesthetic appeal. All debris will be hauled off site.

Table 5: Martha Baldwin lump sum cost

Task	Details	Timeline	Cost
Maintenance	Four site visits including weeding, spot treatment, and debris removal.	Growing season 2023	$9,700
Supplemental Planting	Plant an additional 250 plugs.	Spring 2023	$1,900

Figure 5 Martha Baldwin basin treatment areas

Barnum Park

Cardno recommends the following follow up treatment for Barnum Park:

- Mowing and continued spot treatment within all planting areas
- Additional seeding in planting beds where bare spots persist
- Additional plug planting in planting beds where bare spots persist

The first spot treatment visit of the year will include mowing of last year's plant material to help facilitate plant regeneration. Spot treatment includes the use of glyphosate with Cygnet surfactant and tracking dye and should include five visits within 2023. Cardno recommends reseeding in prairie areas that have not fully grown in with a similar seed mix. Cardno will also plant up to an additional 500 plugs within the all of the planting beds after weeding and spot treatment to fill the area in.

Table 6: Barnum Park Itemized Costs

Task	Details	Timeline	Cost
Maintenance Visits	Five visits including spot herbicide treatment within the whole property and hand weeding when necessary. Additional planting of plugs and seed.	Spring to Fall 2023	$8,000

Figure 6 Barnum Park

Additional Maintenance Services

For any on call services, new installations and additional maintenance we're offering reduced hourly rates of $66 for a field supervisor and $52 for a field technician and not charging for mileage. A mobilization fee will be included as well as any material, equipment and extra staffing if necessary. Per the cooperative purchasing agreement a reduced markup is also included in any material and equipment fees.

If you have any questions or would like to proceed with the work outlined above please contact Melissa Meszaros at Melissa.Meszaros@cardno.com or 734.674.5991

Sincerely,

Melissa Meszaros
FIELD SUPERVISOR
CARDNO

Carrie Laird <claird@bhamgov.org>

2021 Report and 2022 Proposal

Shawn Duke <Shawn.Duke@cardno.com> Wed, Mar 9, 2022 at 9:21 AM
To: Carrie Laird <Claird@bhamgov.org>
Cc: Brendan McGaughey <bmcgaughey@bhamgov.org>, Stephanie Shanty <stephanie.shanty@cardno.com>, Melissa Meszaros <melissa.meszaros@cardno.com>

Good Morning Carrie

I have attached the documents. This is the final year of this contract, however, we have been awarded a new contract with effectively the same terms and conditions that will take effect in 2023. The attached OCPP agreement is still valid as well and we will be signing a new one for 2023 along with the Master Agreement. The 2022 rates are presented on page 36. Let us know if you need anything else.

Thanks

Shawn Duke
SENIOR STAFF ECOLOGIST
PRINCIPAL - ECOLOGICAL STEWARDSHIP
CARDNO

Mobile +1 517 862 6897 Office +1 616 847 1680
Address 8060 Kensington Court , Brighton, MI 48116
Email shawn.duke@cardno.com Web www.cardno.com

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2 attachments

20180525_CO-OP Current Contract Holder Opt In_Signed.pdf
313K

20180315_OaklandCounty_EcologicalRestoration_MASTER_SIGNED_J182001M00.pdf
734K

L. BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

COUNTY MICHIGAN
COMPLIANCE OFFICE - PURCHASING

Pamela L. Weipert, CPA, CIA
Compliance Officer

Cooperative Purchasing Program

Current Contract Holder Opt In

The Oakland County Purchasing Unit has developed an intergovernmental Cooperative Purchasing Program for use by other Michigan government entities and school districts, for the procurement of goods and/or services.

The purpose of this program is to obtain an overall lower cost for all participants by combining volumes, increasing purchasing power, and realizing efficiencies. Oakland County requires that the vendor awarded the contract will authorize it's availability on the County's Cooperative program website.

All purchasing requests by government entities will be conducted between that entity and the contract holder; purchase orders should be submitted & invoiced directly. Payments will be remitted by the ordering government entities on a direct and individual basis with the contracted vendor, in accordance with the contract pricing and terms.

By signing this Opt In Form; the vendor agrees to supply the goods and/or services, scheduled in the below mentioned contract, at the established County contract pricing to other Michigan government entities and school districts.

CONTRACT NUMBER: 005330

Vendor/Company Name (printed): Cardno, Inc.

Contact Person's Name (printed): Anngie Richter

Email: anngie.richter@cardno.com Phone: 708-516-2544

Signature: Anngie Richter Date: 05/25/2018

Completed form should be emailed back to the person that emailed it to you.
Otherwise, please email to: scianc@oakgov.com

OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

Buyer: AJK **CONTRACT NUMBER: 005330** **Event # 004175A**

CONTRACT between the **COUNTY OF OAKLAND** and **CONTRACTOR**

Not To Exceed Amount: $450,000.00	**Effective Date: 2/16/2018**	**Expiration Date: 2/28/2021**
Contract Description:	Ecological Restoration - P	
Contractor Information:		**Contract Administrator:**
Cardno Inc 11181 Marwill Ave West Olive, MI 49460 **Vendor No:** 19328		
Compliance Office Purchasing Information:		**Contract Administrator Oakland County Using Department:**
Buyer: Andy Krumwiede OAKLAND COUNTY 2100 Pontiac Lake Rd Bldg 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Daniel Stencil Executive Officer Parks & Recreation 2800 Watkins Lake Road Waterford MI 48328 248-858-4944 stencild@oakgov.com

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN:
Mar 14, 2018

FOR THE COUNTY:

SIGN: Daniel J. Stencil
Daniel J. Stencil (Mar 14, 2018)
Contract Administrator

SIGN: Scott N. Guzzy
Scott N. Guzzy (Mar 14, 2018)
Pamela L. Weipert, CPA, CIA, Compliance Officer
or
Scott N. Guzzy, CPPO, MBA, Purchasing Admin

aec

This Contract is organized and divided into the following Sections for the convenience of the Parties.

Section 1. Contract Definitions

Section 2. Contract Term and Renewal

Section 3. Contract Administration and Amendments

Section 4. Contract Termination

Section 5. Scope of Deliverables and Financial/Payment Obligations

Section 6. Contractor's Warranties and Assurances

Section 7. Liability

Section 8. Contractor Provided Insurance

Section 9. Intellectual Property and Confidentiality

Section 10. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

1.1. "**Amendment**" means any change, clarification, or modification to this Contract.

1.2. "**Business Day**" means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.

1.3. "**Claims**" means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.

1.4. "**Confidential Information**" means all information and data that the County is required or permitted by law to keep confidential and "Proprietary Information" as defined herein.

1.5. "**Contract**" means this document and any other documents expressly incorporated herein.

1.6. "**Contractor**" means the entity or person listed under "Contractor" on the first page of this Contract.

1.7. "**Contractor Employee**" means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venturer; partner or agent of Contractor; and any persons acting by, through, under, or in

concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.8. **"Contract Documents"** mean the following documents, which this Contract includes and incorporates:

Exhibits (Applicable if Checked)

1.8.1. ☒ Exhibit I: Contractor Insurance Requirements

1.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)

1.8.3. ☐ Exhibit III: Federally Funded Contract Requirements

1.8.4. ☐ Exhibit IV: License for Use of County Servicemark

1.8.5. ☐ Exhibit V: Software License(s)

1.8.6. ☐ Exhibit VI: Acknowledgement of Independent Employment Status

1.8.7. ☒ Exhibit VII: Scope of Contractor Deliverables/Financial Obligations

1.9. **"County"** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agents" as defined below.

1.10. **"County Agent"** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.

1.11. **"County Data"** means information or data provided by County to Contractor in the performance of this Contract, including, but not limited to any personally identifiable information such as names, e-mail addresses, passwords, phone numbers, and home or business addresses. County Data includes Confidential Information as defined in this Contract.

1.12. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.

1.13. **"Deliverables"** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.

1.14. **"Effective Date"** means midnight on the date listed on the first page of this Contract.

1.15. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.

1.16. **"E-Verify"** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

Information and the registration process are found at the E-Verify website: https://e-verify.uscis.gov/enroll.

1.17. **"Intellectual Property"** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, or Proprietary Information.

1.18. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.

1.19. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.

1.20. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.

1.21. **"Proprietary Information"** means ideas, concepts, inventions, and processes related to the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.

1.22. **"Purchase Order"** means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.

1.23. **"Purchasing"** means the Purchasing Unit of the Oakland County Compliance Office.

§2. CONTRACT TERM AND RENEWAL

2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.

2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.

2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders.

Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.

3.2. **Purchase Orders**. Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.

3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed in Exhibit VII and their duties shall be set forth in Exhibit VII. Unless otherwise stated in Exhibit VII, the County's Project Manager has no authority to amend this Contract.

3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.

3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.

3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.

3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 10 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. CONTRACT TERMINATION

4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:

4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.

4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.

4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.

4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.

4.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials, property, and County Data provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminating or limiting, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.

4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit VII, any Purchase Orders, or any Amendments to this Contract.

5.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit V, then the Parties shall follow the terms and conditions therein. Any applicable third party Software License(s) are also provided in Exhibit V. Unless specifically agreed to by County, if County Agents are required to accept click through license terms to access any of the Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect.

5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit VII. The amount and manner of payment of the financial obligation shall be set forth in Exhibit VII and may be in the Software License Exhibit V, if applicable, or a Purchase Order.

5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.

5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.

5.6. **No Obligation for Penalties/Costs/Fines.** The County shall not be responsible for any cost; fee; fine; penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from the performance of this Contract under any circumstances.

5.7. **Set-Off of County Costs.** If the County incurs any costs associated with the duties or obligations of Contractor under this Contract, then the County has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.

5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§6. CONTRACTOR'S WARRANTIES AND ASSURANCES

6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.

6.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.

6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor polices, such as acceptable use or privacy policies, then Contractor shall retain each version of such policies and the effective dates and shall promptly provide such to the County, if requested.

6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.

6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.

6.7. **Contractor Employees.**

6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

6.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.

6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.

6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display appropriate County-provided identification at all times while working on County premises. Contractor shall return all County-provided identification upon completion of Contractor's obligations under this Contract.

6.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.

6.7.6. **Compliance with County Security Policies and Use Policies.** Contractor shall require all Contractor Employees to comply with the County's security and acceptable use policies for County property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the County shall provide such policies to Contractor.

6.7.7. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.

6.7.8. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County,

and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.

6.8. **Acknowledgment of Independent Contractor Status.**

6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and limitations of independent contractors.

6.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.

6.8.3. **County Benefits and Plans**. Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.

6.8.4. **County Reliance**. The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.

6.8.5. **Independent Employment Status**. If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VI, Independent Employment Status prior to performing services for County and prior to receiving a County identification badge. Contractor Employees shall provide a signed copy of Exhibit VI to County's Purchasing Unit prior to the final execution of this Contract. Contractor Employees who begin an assignment at County after Contract execution, are required to provide a signed copy of Exhibit VI to the County's Purchasing Unit prior to receiving a County identification badge.

6.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract.

Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.

6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.

6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.

6.12. **Taxes.**

6.12.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.

6.12.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.

6.13. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.

6.14. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:

6.14.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable, (b) be of good quality, (c) be fit for their ordinary purpose, (d) be adequately contained and packaged, and (e) conform to the specifications and descriptions contained in the Contract.

6.14.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.

6.14.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title, (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed, and (c) free of any rightful claim of infringement or similar claim by a third-party.

6.15. **Response to Legal Request for County Data.** If County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.

6.16. **Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the general public to access a website, Contractor warrants end users will have the ability to access the website to register and provide information updates to receive the Deliverables herein in accordance with the accessibility requirements of Section 508 Amendment to the Rehabilitation Act of 1973 (29 U.S.C § 794(d)).

§7. LIABILITY

7.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract.

7.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.

§8. CONTRACTOR PROVIDED INSURANCE

At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications listed in Exhibit I.

§9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

9.1. **Contractor Use of Confidential Information/County Data.** Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information or County Data to any Contractor Employee not having a legitimate need to know the Confidential Information or County Data or to any third-party. Contractor and Contractor Employees shall only use the Confidential Information and County Data for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information or County Data if required by law, statute, or other legal process; provided that Contractor: (a) gives the

County prompt written notice of the impending disclosure, (b) provides reasonable assistance to the County in opposing or limiting the disclosure, and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information or County Data which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

9.2. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.

9.3. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks to perform this Contract, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit IV. Contractor shall only use the servicemarks as directed by the County.

9.4. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure its Contractor Employees assign their rights and interests in County Intellectual Property to the County.

9.5. **Use of County Data.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this subsection apply:

9.5.1. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies

to its own confidential data of similar kind. Contractor warrants it follows security industry best practices.

9.5.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall notify County immediately on becoming aware of an actual or suspected unauthorized access, disclosure, or theft of County Data. Contractor shall do the following: (1) take commercially reasonable measures to promptly cure the deficiencies relating to the security breach in order to secure County Data, and (2) comply with any applicable federal or state laws and regulations pertaining to unauthorized disclosures.

9.5.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not and shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.

9.5.4. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.

§10. GENERAL TERMS AND CONDITIONS

10.1. **Access to County Property or Facilities**. As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.

10.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor.

10.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.

10.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.

10.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities.

10.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.

10.7. **County's Right to Suspend Contract Performance**. Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.

10.8. **Discrimination**. Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall promptly notify the County of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Contractor.

10.9. **Conflict of Interest**. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, et seq. and MCL 15.321, et seq.), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.

10.10. **Access and Records**. Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.

10.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to

respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.

10.12. **Assignments/Delegations/Subcontracts.**

10.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.

10.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.

10.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.

10.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.

10.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.

10.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.

10.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Contractor Provided Insurance, **Section 9.** Intellectual Property and Confidentiality, and **Section 10.** General Terms and Conditions.

10.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.

10.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

10.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.

10.18. **Notices.**

10.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a receipt of confirmation, if sent by e-mail or fax.

10.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.

10.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.

10.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender

(masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

10.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

10.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

10.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

10.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.

10.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by 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 or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District 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 choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

10.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contract;

$1,000,000 – Each Occurrence Limit

$1,000,000 – Personal & Advertising Injury

$2,000,000 – Products & Completed Operations Aggregate Limit

$2,000,000 – General Aggregate Limit

$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than $500,000 each accident, $500,000 disease each employee, and $500,000 disease policy limit.

1. ☒ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of $1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of $2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages (Required as Checked)

1. ☒ **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of $1,000,000 per claim and $1,000,000 aggregate.

2. ☐ **Commercial Property Insurance**. The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.

3. ☐ **Liquor Legal Liability Insurance** with a limit of $1,000,000 each occurrence shall be required when liquor is served and/or present.

4. ☐ **Pollution Liability Insurance** with minimum limits of $1,000,000 per claim and $1,000,000 aggregate when cleanup & debris removal are part of the services utilized.

5. ☐ **Medical Malpractice** with minimum limits of $1,000,000 per claim and $1,000,000 aggregate.

6. ☐ **Garage Keepers Liability** with minimum limits of $1,000,000 per claim and $1,000,000 aggregate.

7. ☐ **Cyber Liability** with minimum limits of $1,000,000 per claim and $1,000,000 aggregate.

8. ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;

2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;

3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;

4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;

5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and it officers,

directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;

6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT II

BUSINESS ASSOCIATE AGREEMENT

(Health Insurance Portability and Accountability Act Requirements)

Exhibit II is a Business Associate Agreement between Contractor ("Business Associate") and the County ("Covered Entity"). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as "Agreement." The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

§1. **DEFINITIONS.** The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 **Business Associate**. "Business Associate" means the Contractor.

1.2 **CFR**. "CFR" means the Code of Federal Regulations.

1.3 **Contract.** "Contract" means the document with the Purchasing Contract Number.

1.4 **Contractor.** "Contractor" means the entity or individual defined in the Contract and listed on the first page of this Contract.

1.5 **Covered Entity**. "Covered Entity" means the County of Oakland as defined in the Contract.

1.6 **Designated Record Set**. "Designated Record Set" is defined in 45 CFR 164.501.

1.7 **Electronic Health Record**. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.8 **HIPAA**. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

1.9 **HITECH Amendment**. "HITECH Amendment" means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.10 **Individual**. "Individual" is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).

1.11 **Privacy Rule**. "Privacy Rule" means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.12 **Protected Health Information**. "Protected Health Information" or "PHI" is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.13 **Required By Law**. "Required By Law" is defined in 45 CFR 164.103.

1.14 **Secretary**. "Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.

1.15 **Security Incident**. "Security Incident" is defined in 45 CFR 164.304.

1.16 **Security Rule**. "Security Rule" means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.

§2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to perform the obligations and activities described in this Section.

2.1 Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; and (f) Business Associate shall conduct a security risk analysis.

2.2 Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.

2.3 Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.

2.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.

2.5 Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.

2.6 Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:

2.6.1 If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, "discovery" means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

2.6.2 Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

2.6.3 Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

2.6.4 Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.

2.7 Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate

with respect to information. Business Associate shall ensure that any agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.

2.8 Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.9 Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.

2.10 Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

2.11 Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.

2.12 Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

§3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Business Associate may use and disclose PHI as set forth in this Section.

3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule,

provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.

3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.5 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2 Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3 Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.

4.4 Covered Entity shall manage all users of services including its qualified access, password restrictions, inactivity timeouts, downloads, its ability to download and otherwise process PHI.

4.5 The Parties acknowledge that Covered Entity owns and controls its data.

4.6 Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or

limitation(s) to such notice, to the extent such changes or limitations may effect Business Associate's use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate's permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate's permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site.

§5. EFFECT OF TERMINATION.

5.1 Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity's request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

5.2 If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6. MISCELLANEOUS.

6.1 This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment.

6.2 **Regulatory References**. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

6.3 **Amendment**. The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 **Survival**. The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.

EXHIBIT III

FEDERALLY FUNDED CONTRACT REQUIREMENTS

Exhibit III sets forth additional provisions for all federally-funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

A. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County's satisfaction, if applicable.

A.1 **Right to Cure.** If the Contractor breaches the Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.

A.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.

B. **Contractor's Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys' fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in the Contract; however such costs shall not exceed 50% of the County's financial obligation under this Contract.

C. **Compliance with Laws.** Contractor shall comply with the following, if applicable:

C.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

C.2 The Copeland "Anti-Kickback" Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States");

C.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);

C.4 The requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;

C.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);

C.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and

C.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)

D. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.

E. **Equal Employment Opportunity.** If this Contract meets the definition of "Federally Assisted Construction Contract" under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:

E.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

E.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

E.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

E.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

E.7 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT IV

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically relating to the scope of work in this contract.

The Mark may be used on: (Applicable if Checked):

☐ Printed materials
☐ Electronic materials
☐ Contractor's website: [insert website address]

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

[Insert]

Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit, without the express consent of County.

EXHIBIT VI

ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS

I,_____, am an employee or subcontractor of

(*Name of Contractor's Company*):_____

(hereinafter "Company") under *Contract #:*_____, and acknowledge that:

- At all times during my assignment to Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

I understand that:

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

I acknowledge that:

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- I shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies.

Print: _____ **Date:** _____

Sign: _____

Witness: _____ **Date:** _____

Sign: _____

**Contractor or Contractor's Employee must provide a copy of completed form to the Compliance Office/ Purchasing Unit – Purchasing@oakgov.com before receiving a County Identification badge.*

EXHIBIT VII

SCOPE OF CONTRACTOR DELIVERABLES / FINANCIAL OBLIGATIONS

This Exhibit provides the parties responsibilities and obligations necessary for the management and restoration of County park(s). The obligations and responsibilities of the parties are as follows:

I. Contractor shall perform all of the following:

a. Provide general ecological restoration services on an as-needed basis and as directed by the County (Oakland County Parks and Recreation Department ("OCPR") – Natural Resources Coordinator).
b. Provide planning and surveying services, consisting of all the following:
    i. Permitting for control and restoration activities; and
    ii. Site assessments.
c. Provide invasive species management, consisting of all the following:
    i. Chemical control; and
    ii. Mechanical control; and
    iii. Manual control.
d. Provide Habitat restoration, consisting of all of the following:
    i. Native plant design and installation; and
    ii. Production and/or procurement of native plant species, including native seed mixes. Species will be native to Oakland County and aligned with identified Michigan Natural Features Inventory ("MNFI") natural communities.
e. Provide Data collection and reporting, consisting of all the following:
    i. Contractor shall use ArcGIS Online (AGO) to collect data and integrate the data with OCPR datasets in ArcGIS (online or desktop); and
    ii. Create reports and maps to comply with local, state, and federal permitting requirements.
f. Provide natural community surveys based on MNFI identified natural community descriptions.
g. Provide wetland delineation.
h. Provide hydrological studies and water quality monitoring.
i. Provide consultation and training on designs for restoration projects implemented by OCPR staff.
j. Create or procure bioengineered materials for restoration projects.
k. Provide advice and information at staff and/or public meetings (as necessary).
l. Provide the OCPR Natural Resources Coordinator, or designated staff, written proposals on a project-by-project basis based upon the rates included in the Contract and park-specific not-to-exceed (NTE) quotes for approval.

m. Provide the OCPR Natural Resources Coordinator, or designated staff, with copies of all project documentation including, but not limited to, permits, maps, data, reports, and billing as necessary.
n. Thoroughly clean equipment prior to arrival and upon departure from a County park to prevent the spread of invasive species and disease.
o. Perform tasks associated with ecological restoration, specifically application of herbicide, in a manner that minimizes the risk to public and private property, park patrons, and pets.
p. Coordinate with the OCPR Natural Resources Coordinator, or designated staff, to arrange site access.
q. Have the Contractor's name clearly visible to the general public on all of its vehicles when vehicular access is required during ecological restoration operations.
r. Safely and securely store all of its equipment.

II. Contractor and County shall work together to perform all of the following:

a. Contractor and the OCPR Natural Resources Coordinator, or designated staff, will collaborate to determine the appropriate ecological management approach for each property and Contractor will follow OCPR requested Best Management Practices (BMPs) and guidance for all activities listed in Section I above.
b. Contractor and the OCPR Natural Resources Coordinator, or designated staff, will collaborate to ensure BMPs are followed for all threatened or endangered species adjacent or within project areas. Additionally, contractors will ensure compliance with the OCPR Eastern Massasauga Rattlesnake Implementation Plan.

III. County shall:

a. Have the right to determine the timing and methodology of ecological services based on critical periods of wildlife activity and potential impacts to park natural communities, water resources, and recreational amenities.
b. Provide Contractor with the opportunity to review the physical characteristics of sites anticipated for inclusion in the Contract prior to submitting not-to-exceed (NTE) costs for services.

IV. Pricing: Contractor's fees for the services in this Exhibit are as follows:

Fee Schedule for Contractor Personnel					
Positions	Rates Per Hour (In US Dollars)				
	2018	2019	2020	2021	2022
Field Technician	35-50	35-50	40-55	45-60	45-60
Senior Technician/Field Supervisor	50-65	50-65	55-70	60-75	60-75
Project Assistant/Coordinator	55-80	55-80	55-80	60-85	60-85
Senior Project Assistant/Coordinator	70-85	70-85	70-85	70-85	70-85
Computer/Production Specialist	60-75	60-75	60-75	60-75	60-75
Technical Editor	65-80	65-80	70-85	75-90	75-90
GIS, CADD, or Drafting Consultant	70-85	70-85	75-90	80-95	80-95
Assistant Staff Consultant	65-80	65-80	70-85	75-90	75-90
Staff Consultant	80-95	80-95	85-100	90-105	90-105
Senior Staff Consultant	85-100	85-100	90-105	95-110	95-110
Project Consultant	75-90	75-90	80-95	85-100	85-100
Senior Project Consultant	80-95	80-95	85-100	90-105	90-105
Senior Consultant	105-120	105-120	110-125	115-130	115-130
Director	150-175	150-175	150-175	150-175	150-175

Fee Schedule For Contractor Equipment			
Equipment	Equipment Rates for years 2018-2022 (in US dollars)		
	Hour	Day	Week
Tractor	30	225	900
Seed Drill	30	220	880
Misc. Mechanized Equipment	30	300	1,200
GPS Unit	35	150	600
Fish Stock Boat	20	150	600
Power Rake	20	100	400
ATV	15	75	300
Boat/Motor/Trailer	10	80	320
Backpack Fish Shocker	10	80	320
Fire Pumping Equipment	10	80	320
Surveying Equipment	10	50	200
Mower	10	60	240
Field Sprayer (25-200 gal)	10	40	160
Gas Power Tools (chainsaw, auger, pump, etc.)	10	30	120
Fire Hand-Tools	10	40	160
Mist Nets	10	25	100
Anabat	10	50	200
Radio Receiver & Antenna	15	100	400
Radio Transmitters	20	175	700

City of Birmingham
A Walkable Community

MEMORANDUM

Fire Department / Museum

DATE: **April 14, 2022**

TO: **Thomas M. Markus, City Manager**

FROM: **Paul A. Wells, Fire Chief**
Leslie Pielack, Museum Director

SUBJECT: **1924 American LaFrance Fire Truck Donation**

INTRODUCTION:
The Olsen family would like to donate a 1924 American LaFrance fire engine to the City. The vehicle is a valuable piece of the City's Fire Department history, originally purchased when new and used in the City of Birmingham. It will be housed at Station 2, positioned along the west wall of the apparatus bay centered in the large picture window, visible to the general public. This location will not interfere with in-service fire apparatus, will be secure, and will permit easy access for general maintenance and preservation activities, as needed. The Fire Department will maintain the vehicle in its current condition to permit occasional use in local parades, to display outdoors at the annual Fire Department Open House, and for the ongoing enjoyment of visitors. Its presence will underscore the positive message of the Fire Department and provide an aid in fire prevention education and history as well.

BACKGROUND:
In 1924, the City of Birmingham purchased its first water pumping fire engine from the American LaFrance Company. Fire Chief William G. Olsen of the Village of Birmingham realized the need for a modern fire engine capable of pumping water after a devastating fire at the Field Building in July 1923, in which the City of Pontiac was called upon to help pump water from the Rouge River to help stop the spreading fire.

The American LaFrance Type 12 Triple Combination engine was shipped to Birmingham on January 22, 1924. From January of 1924 until November of 1960, the vehicle was used as a first line fire engine; thereafter, it was placed on reserve status, and finally Chief Olsen's son, Merritt W. Olsen, purchased the LaFrance engine for his private use in 1960. Merritt Olsen and his family spent thousands of hours over the years tracking down spare parts and restoring the engine back to its original condition. It has been in countless shows and parades, and has always been a mainstay at the annual Birmingham Fire Department Open House.

LEGAL REVIEW:
A legal review was conducted by the City Attorney and a donation agreement was drafted.

FISCAL IMPACT:
The cost to maintain the fire engine will be minimal since maintenance work will be performed by Fire Department personnel using an abundance of donated parts from the Olsen Family. Starting in fiscal year 2023-2024, $2,000 per year will be allocated to the department's fire apparatus equipment and lease fund. Residuals in this fund are used for future fire truck

purchases or major repairs. The $2,000 per year allocation would be used to fund any future extensive engine or transmission repairs for the antique fire engine.

PUBLIC COMMUNICATIONS:
A press release will be issued once the donated fire engine is in the City's possession. The press release will give a history of the fire engine and thank the generosity of the Olsen family and explain how and when the public will be able to view it. An appropriate museum-style interpretive panel and donation plaque will be placed with the engine and on the department's web page.

SUMMARY:
Bill Olsen would like to donate a 1924 American LaFrance fire engine that was purchased by his grandfather when he was the Village of Birmingham's Fire Chief in 1924. The Olsen family has restored and maintained this historic truck since buying the fire engine from the City of Birmingham for $435 in November of 1960. The Olsen Family would like to see the historic fire engine continue to serve the public in a fire prevention capacity with the Birmingham Fire Department. With this donation, the City will agree to take the engine into its care for the benefit of the public and the preservation of this important piece of City history. Birmingham Museum Director Leslie Pielack will assist the Fire Department with historical documentation and preservation guidance, and a plaque will be displayed with the truck to acknowledge the Olsen family and the vehicle's history. The fire engine will be turned over to the City for ownership on or around June 1, 2022. The Olsen family will drive the fire engine one last time in the Celebrate Birmingham Hometown Parade on May 15, 2022.

ATTACHMENTS:
- 1924 American LaFrance fire engine donation agreement.
- Photo of the 1924 American LaFrance
- Photos of Station 2 where the fire engine will be displayed

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the 1924 American LaFrance fire engine donation from the Olsen Family. In addition, to authorize the Mayor, City Clerk, City Manager, and Fire Chief to sign the agreement on behalf of the City.

DONATION AGREEMENT

THIS DONATION AGREEMENT made on this_____day of _____, 2022, by and between **THE CITY OF BIRMINGHAM,** 151 Martin Street, Birmingham, MI, 48009 (hereinafter "Birmingham") and **WILLIAM F. OLSEN,** 1465 Henrietta St., Birmingham, MI, 48009 (hereinafter "Donor").

WHEREAS, the City of Birmingham has the authority, pursuant to Birmingham City Charter, Chapter II, Section 2(1) to receive donations; and,

WHEREAS, Donor wishes to donate to Birmingham for its Fire Department as set forth herein an antique American LaFrance 1924 fire truck; and,

WHEREAS, the donation also includes many spare parts including: 1) motor parts: six pistons, valves / springs / keepers, ignition magneto and distributor, three carburetors, several belts, water pump, camshaft, three engine blocks; and 2) other parts of the chassis i.e. steering wheel, kerosene lanterns, hoses, extinguishers, hose fittings, antique fire helmets, and other related pieces, etc.; and,

WHEREAS, Birmingham wishes to accept this donation for its Fire Department as set forth herein.

NOW, THEREFORE, Birmingham and Donor hereby agree as follows:

1. Donor will donate to Birmingham a 1924 American LaFrance Fire Truck that will be enjoyed by the Fire Department with the following terms and conditions:

2. The parties agree that Exhibit A contains the description of the donation, and specific terms and conditions attendant thereto.

3. City's Responsibility. The City shall be responsible for any claims arising out of or in connection with the City's access to and use of the Property and from any act or negligence of the City or the City's authorized personnel.

4. Governing Law. This Agreement shall be governed by the laws of the State of Michigan. The parties acknowledge that this Agreement pertains to property located in the State of Michigan, and the parties submit to the jurisdiction of the courts of Oakland County, Michigan.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No change, addition or modification to this Agreement shall be effective unless signed in writing by both parties.

6. Waiver. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in a writing signed by the party to be bound.

7. Severability. If any provision of this Agreement shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and the assigns.

9. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

10. Effective Date. The Effective Date of this Agreement shall be the date the last party executes this Agreement.

WHEREFORE, this donated 1924 La France fire truck has been given as an unrestricted gift and is now the property of the Birmingham Fire Department. I give, transfer and assign to the Birmingham Fire Department all right, title and interests, including all copyright, trademark and related interests, in, to and associated with the fire truck described above. I affirm that I am the legal owner of the fire truck donated, or am legally empowered to sign on behalf of the owner, and that said fire truck was collected or acquired in accordance with applicable laws. I agree that this fire truck and/or its image may be displayed or reproduced in any medium, loaned, retained, transferred to another museum or disposed of in any such manner, at the sole discretion of the Birmingham Fire Department, after a first right of refusal has been offered to Donor or Donor's children without any cost whatsoever.

Dated:_____ _____
William F. Olsen, Donor

Dated Received:_____ _____
Received by/Title

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this_____day of_____, 2022, before me personally appeared WILLIAM F. OLSON, DONOR who acknowledged he signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in_____County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

_____
Thomas M. Markus, City Manager
(Approved as to substance)

_____
Mary M. Kucharek, City Attorney
(Approved as to form)

_____
Paul Wells, Fire Chief
(Approved as to substance)

EXHIBIT A

Description of Fire Truck:

Manufacturer:	American LaFrance Company
Year:	1924
Shipped:	January 22, 1924
Vehicle Serial:	4547
Motor Serial #:	2799
Model:	Type 12 Combination

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BIRMINGHAM

City of Birmingham
A Walkable Community

MEMORANDUM

Planning Division

DATE: April 25, 2022

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: RESET Public Hearing for 2225 E. 14 Mile – Our Shepherd – 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 extensive renovations to an existing off-street parking facility, new signage, and two new covered entries.

BACKGROUND:
On March 23, 2022, the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 2225 E. 14 Mile with the following conditions

1. The applicant must submit revised site plans with parking lot screening that meets the requirements of Section 4.54, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must submit revised landscaping plans replacing the prohibited Burning Bush Plantings with a permitted species.
3. The applicant must submit revised site plans with the required street trees on Melton and 14 Mile, obtain a variance from the Board of Zoning Appeals, or obtain a waiver from the Staff Arborist.
4. The applicant must submit revised photometric plans that meet the requirements of Article 4, Section 4.21 of the Zoning Ordinance;
5. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning Appeals; and
6. The applicant must comply with the requests of all City Departments.

The Planning Division will provide amended site and design plans addressing the Planning Board comments at the Public Hearing on May 9, 2022.

On April 11, 2022, the City Commission moved to set a public hearing date to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application on May 9, 2022. The public hearing notices were withheld due to a scheduled hearing at the Board of Zoning Appeals on May 10, 2022. City Staff is now requesting that the City Commission RESET the public hearing date to May 23, 2022 to provide ample time to the applicant to revise plans and provide a complete and final set of information to the City Commission to consider at the public hearing.

LEGAL REVIEW:
The City Attorney has reviewed this request and resolution 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 March 23, 2022 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices will be sent out to advertise the public hearing at the City Commission on May 23, 2022.

SUMMARY:
The Planning Division requests that the City Commission RESET the public hearing date to May 23, 2022 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 2225 E. 14 Mile – Our Shepherd.

ATTACHMENTS:
Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Current Site/Design Plans
- Planning Division Reports
- Planning Board Review Site/Design Plans
- Application & Supporting Documents
- Meeting Minutes

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to RESET the public hearing date to May 23, 2022 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 2225 E. 14 Mile – Our Shepherd – to allow new parking lot landscaping, signage and new covered entries at an existing religious institution in the R2 zoning district.

Our Shepherd Lutheran Church
2225 E. 14 Mile
Special Land Use Permit Amendment 2022

WHEREAS, A Special Land Use Permit Amendment application was filed in January 2022 for approval of parking lot changes, new signage and new covered entries at 2225 E. 14 Mile;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the north side of 14 Mile, east of Melton;

WHEREAS, The land is zoned R2, which permits the operation of a religious institution with a Special Land Use Permit;

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

WHEREAS, The Planning Board on March 23, 2022 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 parking lot changes, new signage and new covered entries with the following conditions:

1. The applicant must submit revised site plans with parking lot screening that meets the requirements of Section 4.54, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must submit revised landscaping plans replacing the prohibited Burning Bush Plantings with a permitted species.
3. The applicant must submit revised site plans with the required street trees on Melton and 14 Mile, obtain a variance from the Board of Zoning Appeals, or obtain a waiver from the Staff Arborist.
4. The applicant must submit revised photometric plans that meet the requirements of Article 4, Section 4.21 of the Zoning Ordinance;
5. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning Appeals; and
6. The applicant must comply with the requests of all City 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 Our Shepherd'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 Our Shepherd's application for a Special Land Use Permit Amendment, Final Site Plan and Design Review at 2225 E. 14 Mile is hereby approved;

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

1. Our Shepherd shall abide by all provisions of the Birmingham City Code;
2. 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, Our Shepherd 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 Our Shepherd to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that Our Shepherd is recommended for parking lot changes, new signage and new covered entries, 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 May 9, 2022.

_____

Alexandria Bingham
City Clerk

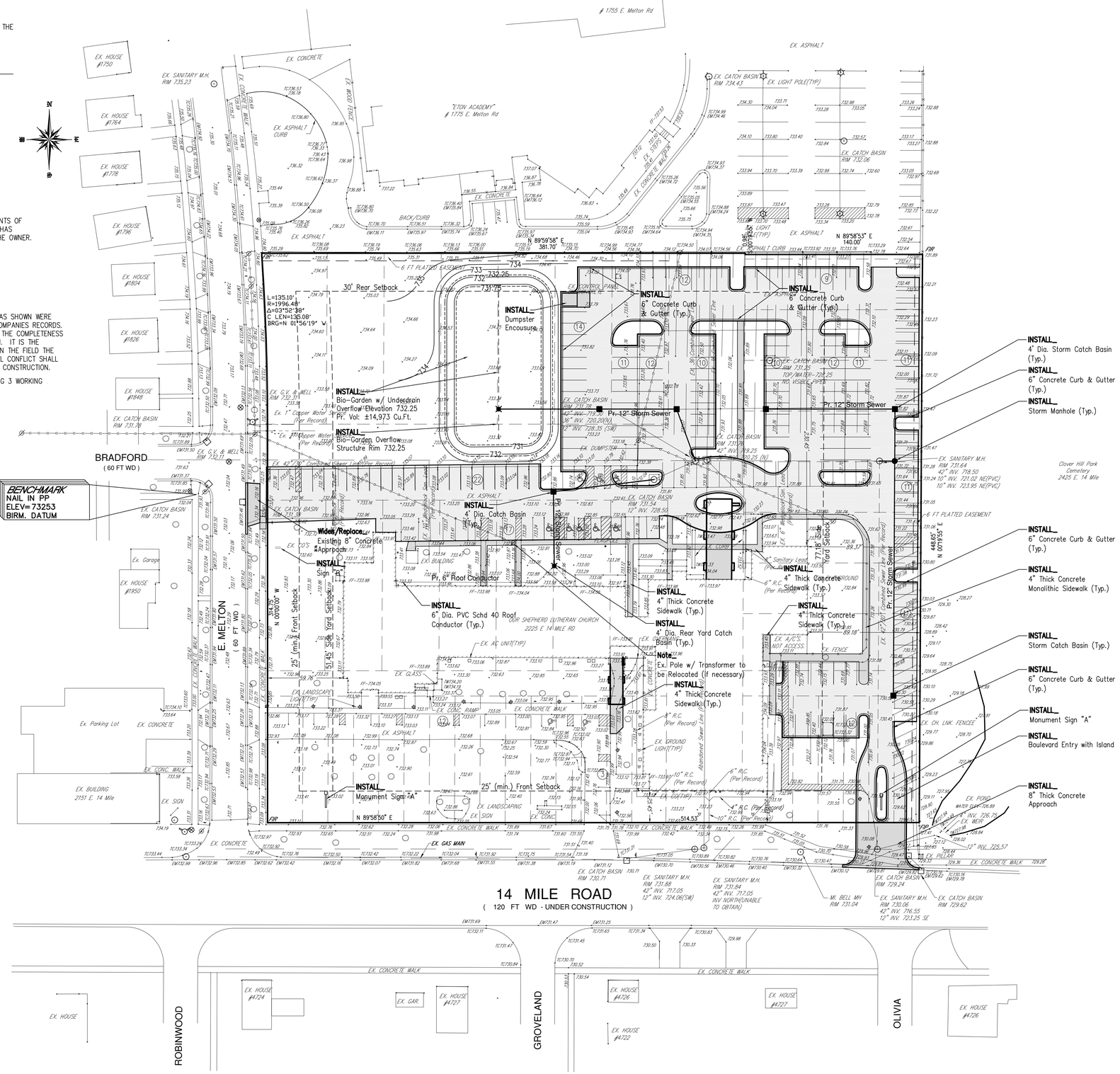
LEGAL DESCRIPTION:
LOTS 796 TO 809 INCL, ALSO LOTS 848 TO 877 INCL, ALSO THE SOUTH 3.65 FT OF LOT 878, SHEFFIELD ESTATES NO 1, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN.

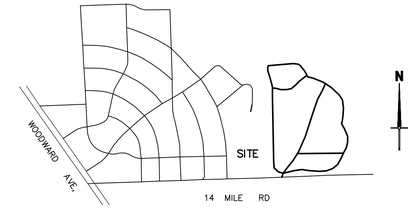
SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON THAT THE PROPERTY LINES ARE AS SHOWN.

THOMAS M. SMITH
R.L.S. No. 31606

TOPO. NOTES:

- THIS SURVEY WILL NOT SHOW ALL EASEMENTS OF RECORD UNTIL AN UPDATED TITLE POLICY HAS BEEN FURNISHED TO THE SURVEYOR BY THE OWNER.
- ALL ELEVATIONS ARE EXISTING ELEVATIONS
- SUBJECT PROPERTY ISLOCATED IN ZONE X. AREA OF MINIMAL FLOODING. PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 26125C0537F EFFECTIVE DATE: SEPTEMBER 29, 2006.
- THE LOCATION OF THE EXISTING UTILITIES AS SHOWN WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANIES RECORDS. NO GUARANTEE CAN BE MADE REGARDING THE COMPLETENESS OR EXACTNESS OF THE UTILITIES LOCATION. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY IN THE FIELD THE LOCATION OF ALL UTILITIES. ANY POTENTIAL CONFLICT SHALL BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.





LOCATION MAP
NO SCALE
40' 0' 40' 80'
SCALE: 1" = 40'

LEGEND

EX. GRADE	×870.00
EX. CONTOUR	680
EX. WATER MAIN	
EX. STORM SEWER	
EX. SANITARY SEWER	
EX. OVERHEAD	
EX. FENCE	
EX. GAS	
EX. UNDERGROUND UTILITY	
EX. HYDRANT	
EX. CATCH BASIN	
EX. MANHOLE	
EX. SIGN	
EX. GATE VALVE	
EX. LIGHT POLE	
EX. UTILITY POLE	
PR. GRADE	×870.00
PR. CONTOUR	680
PR. WATER MAIN	
PR. STORM SWR.	
PR. SANITARY SWR.	
PR. COMPACTED SAND BACKFILL	
PR. HYDRANT	
PR. GATE VALVE	
PR. CATCH BASIN	
PR. MANHOLE	
PR. R.Y.C.B.	
PR. REVERSE CURB	
PR. SILT FENCE	
PR. ASPHALT	
PR. CONCRETE	
PR. CONCRETE	
PR. SILT SACK/INLET FILTER	
DRAINAGE ARROW	
VERIFY IN FIELD	V.I.F.
TOP OF CURB ELEV.	TC.000.00
GUTTER PAN ELEV.	GU.000.00
TOP OF WALK ELEV.	TW.000.00
GROUND ELEVATION AT WALL	BW.000.00
EDGE OF SHOULDER ELEV.	ES.000.00
EDGE OF ROAD ELEV.	EM.000.00

Zoning R2

Area of Lot	232,023
Impervious Item	Area Square Feet
Building + Pr. Covered Walkways	36,146
Total Coverage Area	36,146
% of Lot Coverage	15.6%
Max Lot Coverage allowed	30.0%
Sidewalks	7,564
Parking Lot Apvement & Curbs	85,779
Total Impervious Area	129,489
% of Impervious Area	55.8%
% Open Space	44.2%
% Min Open Space Required	40%

Parking Calculations

Main Sanctuary

# of Pews	Pew Length	Seats per Pew	Capacity
44	20'-5"	10	440
2	14'-2"	7	14
		Subtotal	454

Choir Loft

# of Pews	Pew Length	Seats per Pew	Capacity
12	14'-2"	7	84
1	13'-5"	6	6
1	12'-1"	6	6
2	11'-4"	5	10
1	6'-5"	3	3
		Subtotal	109

Total Number of Seats 563

Parking Required

Ordinance Requirement = 1 Parking Stall per 6 Seats

Required Parking Stalls = (563 Seats)x(1 Stall/ 6 Seats) = 93.83
= **94**

Proposed Parking Stalls = Standard Stalls 193
ADA Stalls 7
Total Proposed **200**

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

REV.	DESCRIPTION	BY	DATE

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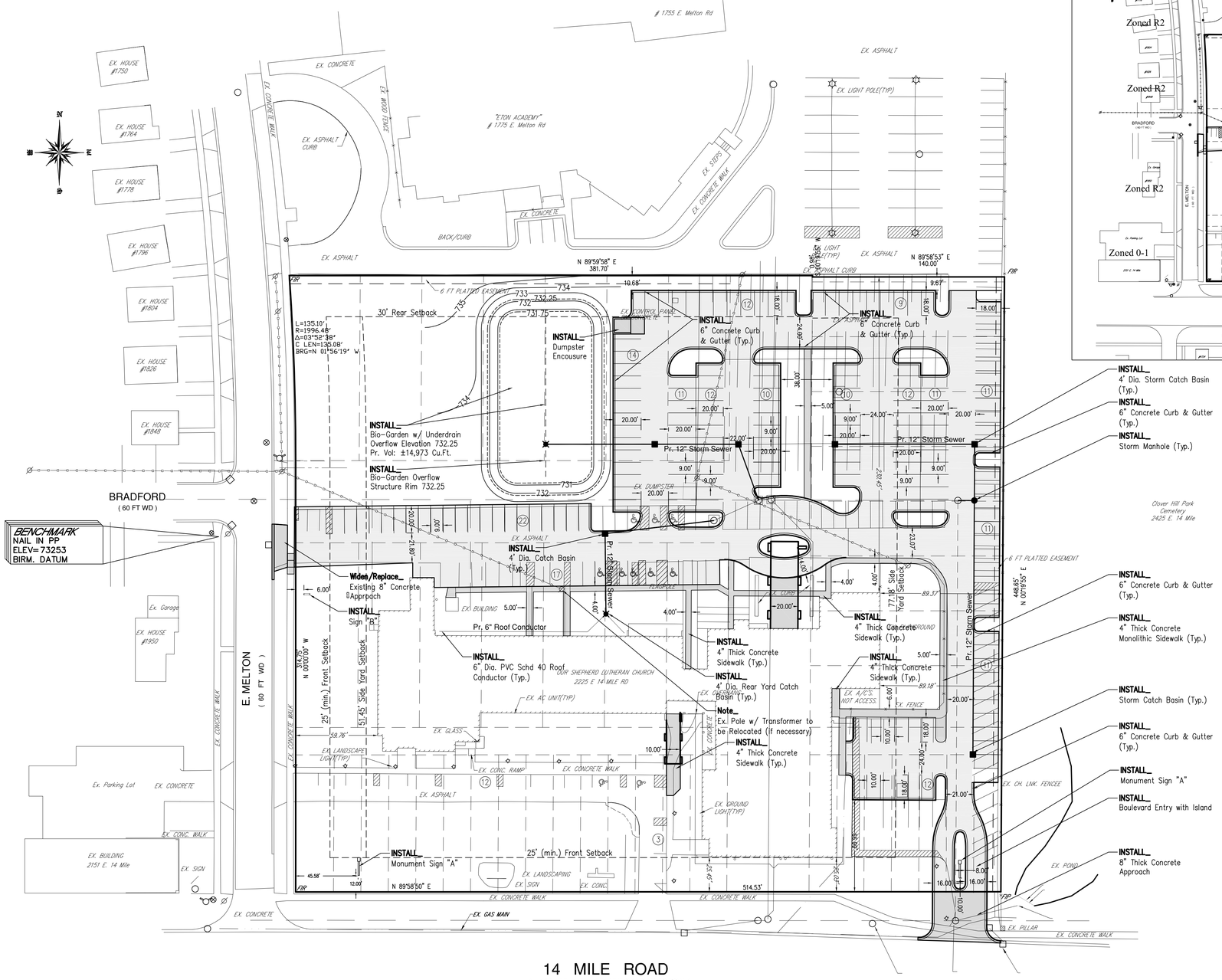
Sujak Engineering PLC
CIVIL ENGINEERING S PLANNING S DESIGN
4031 Coolidge Highway
Troy, MI 48098
Phone: (248) 885-8431
Fax: (248) 885-8432
Email: SujakEngineering@Comcast.net

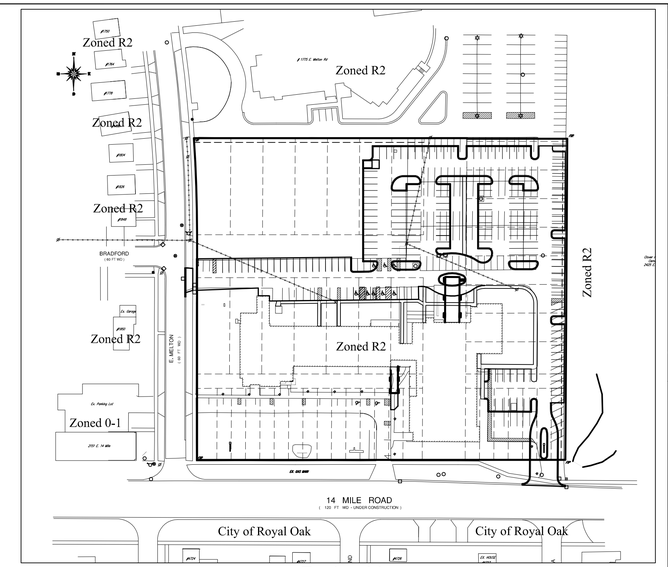
Seal
STATE OF MICHIGAN
TEON C. SUJAK
ENGINEER
NO. 046896
LICENSED PROFESSIONAL ENGINEER
Teon C. Sujak, P.E. No. 046896

Our Shepherd Lutheran Church
2225 E. 14 Mile Rd
Birmingham, MI 48009

Site Plan
W/ Topography

Scale:	1"=40'
Drawn:	TCS
Checked:	TCS
Approved:	TCS
Date:	1/21/2022
Job. no.	20-023
Sheet No.	C1.0





Zoning Map
Scale: 1"=100'

LEGEND

EX. GRADE	×870.00
EX. CONTOUR	880
EX. WATER MAIN	
EX. STORM SEWER	
EX. SANITARY SEWER	
EX. OVERHEAD	
EX. FENCE	
EX. GAS	
EX. UNDERGROUND UTILITY	
EX. HYDRANT	
EX. CATCH BASIN	
EX. MANHOLE	
EX. SIGN	
EX. GATE VALVE	
EX. LIGHT POLE	
EX. UTILITY POLE	
PR. GRADE	×870.00
PR. CONTOUR	880
PR. WATER MAIN	
PR. STORM SWR.	
PR. SANITARY SWR.	
PR. COMPACTED SAND BACKFILL	
PR. HYDRANT	
PR. GATE VALVE	
PR. CATCH BASIN	
PR. MANHOLE	
PR. R.Y.C.B.	
PR. REVERSE CURB	
PR. SILT FENCE	
PR. ASPHALT	
PR. CONCRETE	
PR. CONCRETE	
PR. SILT SACK/INLET FILTER	
DRAINAGE ARROW	
VERIFY IN FIELD	V.I.F.
TOP OF CURB ELEV.	TC.000.00
GUTTER PAN ELEV.	GU.000.00
TOP OF WALK ELEV.	TW.000.00
GROUND ELEVATION AT WALL	BW.000.00
EDGE OF SHOULDER ELEV.	ES.000.00
EDGE OF ROAD ELEV.	EM.000.00

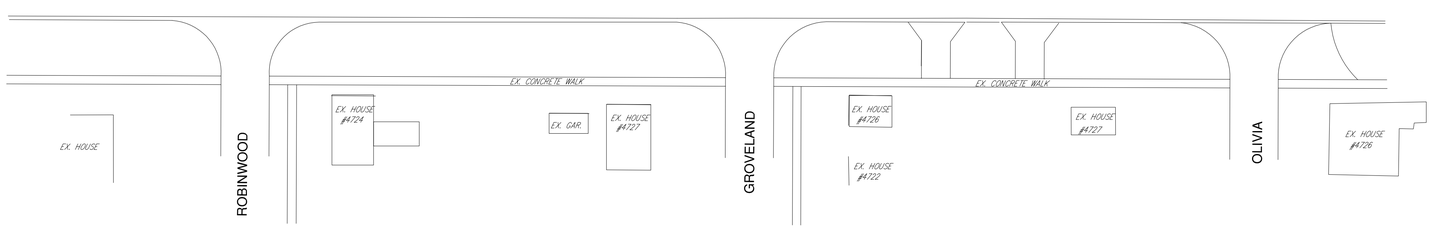
40' 0' 40' 80'

SCALE: 1" = 40'

LEGAL DESCRIPTION:
LOTS 796 TO 809 INCL, ALSO LOTS 848 TO 877 INCL, ALSO THE SOUTH 3.65 FT OF LOT 878, SHEFFIELD ESTATES NO 1, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN.

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON THAT THE PROPERTY LINES ARE AS SHOWN.

THOMAS M. SMITH
R.L.S. No. 31606



3 WORKING DAYS
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1-800-482-7171
(TOLL FREE)

REV.	DESCRIPTION	BY	DATE

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Seal
STATE OF MICHIGAN
TEON C. SUJAK
ENGINEER
NO. 046896
LICENSED PROFESSIONAL ENGINEER
Teon C. Sujak P.E. No. 046896

Our Shepherd Lutheran Church
2225 E. 14 Mile Rd
Birmingham, MI 48009

Site Dimensional Plan

Scale:	1"=40'
Drawn:	TCS
Checked:	TCS
Approved:	TCS
Date:	1/21/2022
Job. no.	20-023
Sheet No.	C2.0

CONSTRUCTION NOTES

All construction must conform to the current standards and specifications adopted by the agency with jurisdiction.

Call Miss Dig (1-800-647-7344 / 1-800-MISS DIG) a minimum of seventy-two (72) hours prior to the start of construction.

All soil erosion and silt must be controlled and contained on-site. All excavation under or within three (3') feet of public pavement, existing or proposed, shall be backfilled and compacted with sand (Class II MDOT).

The contractor is responsible for all damage to existing utilities.

Building is to be staked using approved Architect's Foundation Plan only.

It is the contractors' responsibility to make certain that all necessary inspections have taken place post staking and prior to construction or when necessary that the inspector is on site during construction to make certain items being constructed are in compliance of standards.

Building lead locations and sizes are to be verified/coordinated with Mechanical, Architectural and Plumbing Plans.

Construction Notes

Contractor is responsible for removing and/or relocating all items needed or as shown for construction of the proposed facilities.

Contractor shall insure positive drainage for all work.

Any existing structures affected by the proposed grading or improvements shall be adjusted by the contractor to match the proposed elevations. Any structures, hydrants, poles, signs, etc. that are impacted must be adjusted or relocated at the expense and coordination of the contractor.

Unless otherwise specified, all disturbed areas shall be seeded and mulched and vegetation shall be restored prior to removal of Soil Erosion Control Measures.

Contractor is responsible for verifying all permits have been obtained and is responsible for acquiring all outstanding permits.

All Public Utilities shall be installed per the Municipal specifications.

All proposed grades shown at Match Existing (ME) are based on the available information and should be Verified in Field (VIF) by the contractor. If there is a problem with the proposed elevations, the contractor should notify the Developers Representative.

The existing utilities indicated on this plan are in accordance with available information. It shall be the contractor's obligation to verify the exact location of all existing utilities which might affect this job.

During the construction the contractor shall provide watchmen and flagmen as may be required the the safety and convenience of the public and shall furnish all barricades, signs and lights necessary to protect the public. Traffic shall be maintained at all times unless otherwise authorized by the City of Bloomfield Hills Engineer. Traffic control shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices, 2005 Edition by the Michigan Department of State Highways.

All property irons and monuments disturbed or destroyed by the Contractor's operations shall be replaced by a Registered Land Surveyor provided by the contractor at the contractor's expense.

Trench backfill under existing or proposed roadways, driveways, and parking areas, unless otherwise noted, shall be consolidated to 95% maximum density as measured by modified proctor.

All utility poles in close proximity to construction shall be supported in a manner satisfactory to the utility owner.

Paving Notes

In general, earthwork, drive surfaces and pavement construction should be performed in accordance with the most current edition of the MDOT Standard Specifications for Construction unless otherwise noted.

In areas of proposed pavement, building or drive surfaces; remove any existing topsoil, pavements, organic soils, vegetation, trees, unsuitable fill, and deleterious materials to expose the subgrade soil. Tree roots should be completely removed.

Excavate to the depth of the final subgrade elevation to allow for grade changes and the placement of the recommended pavement system.

The top 12 inches of the exposed subgrade as well as individual fill layers should be compacted to achieve a minimum of 95 percent of the maximum Modified Proctor dry density.

The final subgrade should be thoroughly proof-rolled using a fully loaded tandem axle truck under the observation of a geotechnical/pavement engineer. Loose or yielding areas that cannot be mechanically stabilized should be removed and replaced with engineered fill or as dictated by field conditions.

The aggregate base and sub-base should be compacted to achieve a minimum of 95 percent of the maximum Modified Proctor dry density. The base, sub-base, and subgrade compaction should extend a minimum of 12 inches beyond the paved edge.

Traffic should not be allowed on any new Portland Concrete Cement until the concrete has reached at least 75% of the design flexural strength.

Pavement Marking Paint

Paint application shall be performed on dry and calm days when the air temperature is above 40°F. Paint shall not be applied when rain is expected.

Paint shall conform to the requirements of the Michigan Department of Transportation (MDOT) or AASHTO M248, type F and shall be yellow and white in color. Blue shall be used in barrier free spaces.

The area to be marked shall be clean and free of loose particles. Parking stall stripes shall be 5 inches wide. All markings shall present a clean cut, uniform and workman like appearance. The contractor at his expense shall correct all markings, which fail to have a uniform, satisfactory appearance, either day or night.

The contractor shall remove & replace any markings not meeting the above quality requirements or tolerances.

All markings shall be protected while drying. The contractor shall be responsible of barricading the area and placing any warning lights to keep pedestrian or vehicular traffic from entering the area. Any damage from traffic shall be repaired to the satisfaction of the owner at no additional cost.

Right-of-Way Notes:

ALL CURBING WITHIN THE RIGHT-OF-WAY SHALL MATCH EXISTING MDOT CURB & SHALL BE INSTALLED PER MDOT SPECIFICATIONS R-30-G.

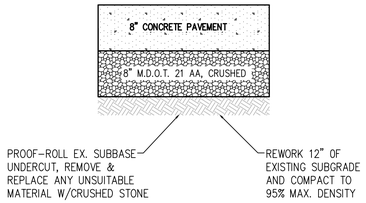
ALL CONSTRUCTED ENTRANCES ARE MEET MDOT SPECIFICATIONS FOR DETAIL M APPROACH BE MDOT DETAIL R-29-I

WHERE PROPOSED CARRY THRU GUTTER ABUTS EXISTING PAVEMENT, EXISTING PAVEMENT IS TO BE SAWCUT TO PROVIDE A CLEAN EDGE.

ALL GRADING WITHIN THE RIGHT-OF-WAY IS TO BE SEEDED AND MULCHED AFTER FINAL GRADING HAS BEEN PERFORMED.

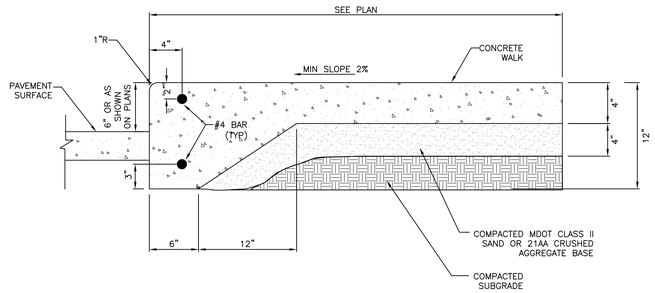
ANY PROPOSED UTILITIES WITHIN THE RIGHT-OF-WAY SHALL BE BACKFILL AND COMPACTED WITH CLASS II SAND AND COMPACTED TO 95% (MIN.) MAXIMUM DENSITY.

ANY EXISTING SIGNS OR MAILBOXES THAT NEED TO BE EITHER TEMPORARILY OR PERMANENTLY RELOCATED WILL BE DONE SO AT THE EXPENSE OF THE CONTRACTOR AND PER THE AGENCY WITH JURISDICTION.



8" CONCRETE PAVEMENT SECTION

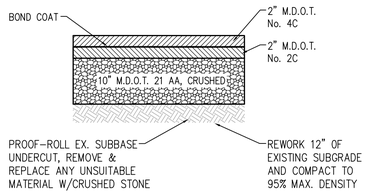
(SECTION TO BE SPECIFIED BY SOIL'S ENGINEER)



INTEGRAL CURB AND WALK DETAIL

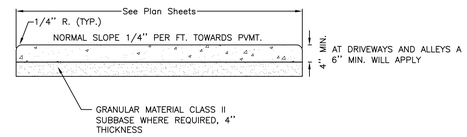
NO SCALE

(On-Site)



ASPHALT PAVEMENT SECTION

(SECTION TO BE SPECIFIED BY SOIL'S ENGINEER) (On-Site)



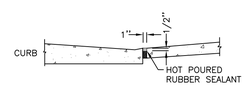
CONCRETE SIDEWALK

NOT TO SCALE

ONE-HALF INCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED THROUGH THE SIDEWALK AT UNIFORM INTERVALS OF NOT MORE THAN 50'. ONE-HALF INCH EXPANSION JOINTS SHALL ALSO BE PLACED BETWEEN THE SIDEWALK AND BACK OF ABUTTING PARALLEL CURB, BETWEEN THE SIDEWALK AND BUILDING OR OTHER OTHER RIGID STRUCTURES, BETWEEN SIDEWALKS AND DRIVEWAY APPROACHES. ONE INCH EXPANSION JOINTS SHALL BE PLACED BETWEEN SIDEWALK APPROACHES AND BACK OF CURBS AND DRIVEWAYS.

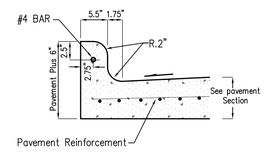
THE SIDEWALK SHALL BE DIVIDED INTO UNIT AREAS OF NOT MORE THAN 36 SQUARE FEET AND, INSOFAR AS FEASIBLE, THE UNIT AREAS SHALL BE SQUARE AND, OR NOT LESS THAN 16 SQUARE FEET. THE UNIT AREAS SHALL BE PRODUCED BY USE OF SLAB DIVISION FORMS EXTENDING TO THE FULL DEPTH OF THE CONCRETE OR BY CUTTING JOINTS IN THE CONCRETE, AFTER FLOATING, TO A DEPTH OF NOT LESS THAN ONE-FOURTH THE THICKNESS OF THE SIDEWALK. THE CUT JOINTS SHALL BE NOT LESS THAN 1/4" NOR MORE THEN 1/2" IN WIDTH AND SHALL BE FINISHED SMOOTH AND TRUE TO LINE.

SEAL BETWEEN SIDEWALK AND BACK OF CURB WITH HOT POURED RUBBER ASPHALT.



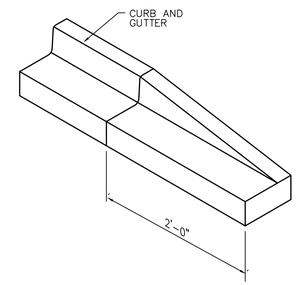
SEALANT DETAIL

NOT TO SCALE



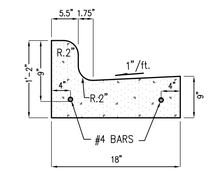
CONCRETE CURB AND GUTTER

(INTEGRAL - NTS)



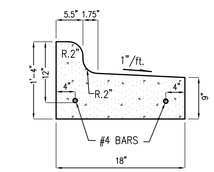
NOSED DOWN CURB

NOT TO SCALE



CONCRETE CURB AND GUTTER

(REGULAR GUTTER) (On-Site)



6" CONCRETE CURB AND GUTTER

(REVERSE GUTTER) (On-Site)

Bio-Garden Calculations

	Sq. Feet	Acres
Areas of Entire Site:	232,023	5.33
Site Area use in Bio-Garden Area Calculations:	169,865	3.90

Estimated Runoff Coefficient (C): 0.80
Rainfall Depth (Channel Protection event): 1.3 Inches

Rational Method:

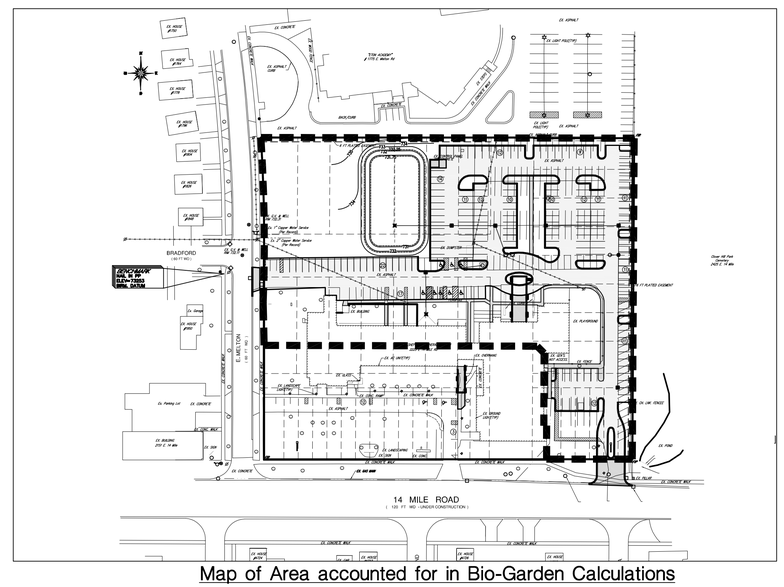
Volume of Bio-Garden Area based on WRC Channel Protection Volume

$V_{cpvc} = (3{,}630) \times P \times C \times A = (3{,}630)\times(1.3)\times(0.80)\times(3.90) =$ 14,723 Cubic Feet

Volume of Bio-Garden Proposed

Elevation	Area (Sq.Ft)	Volume (Cu.Ft.)
732.25	11,760	
731	8,790	12,844
730.75	8,240	2,129
		14,973

Required Volume: 14,723 Cubic Feet
Proposed Volume: 14,973 Cubic Feet



Map of Area accounted for in Bio-Garden Calculations

REV.	DESCRIPTION	BY	DATE

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Seal

STATE OF MICHIGAN
TEON C. SUJAK
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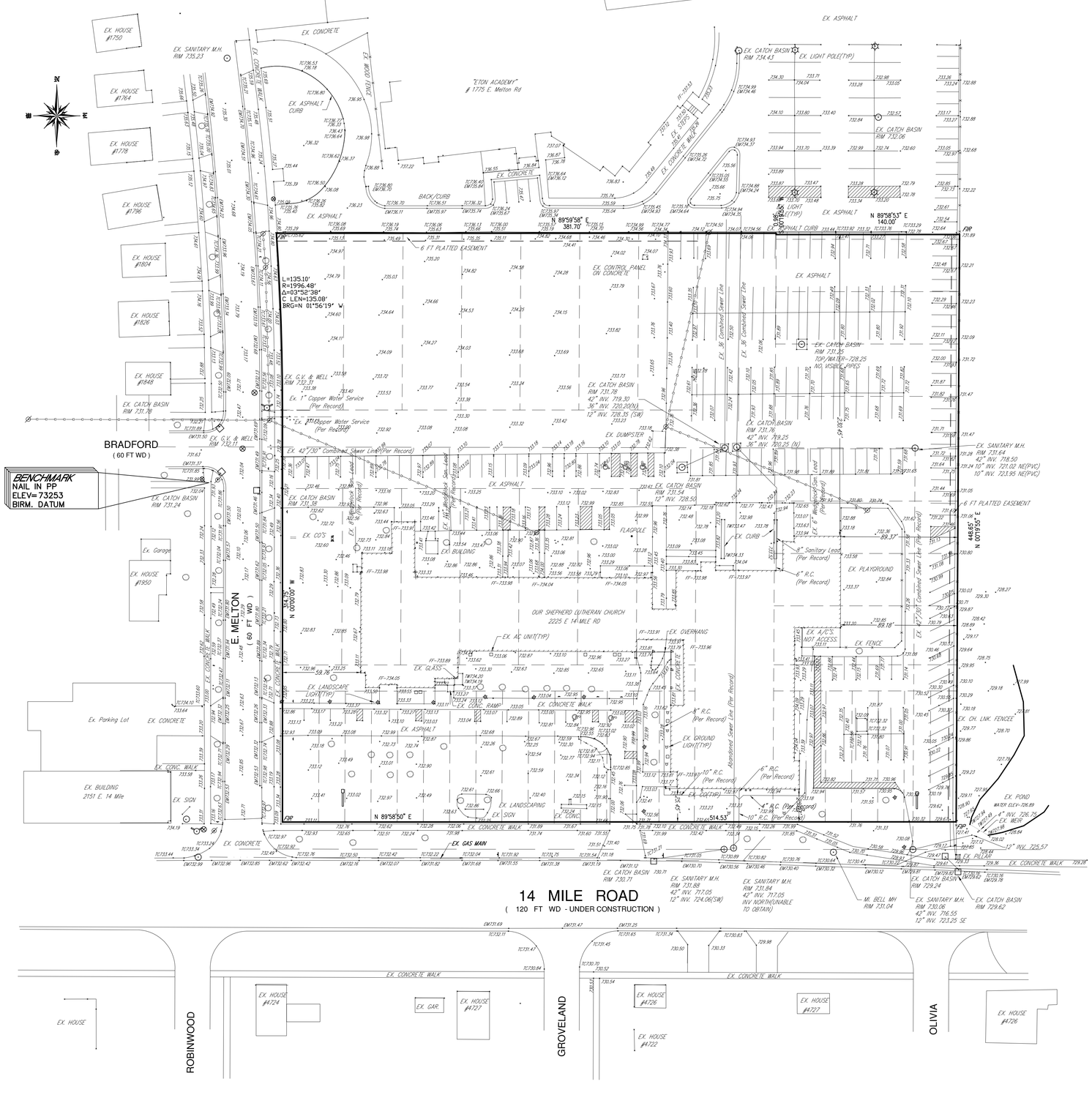
LICENSED PROFESSIONAL ENGINEER

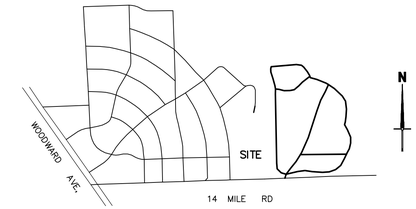
Teon C. Sujak P.E. No. 046896

Our Shepherd Lutheran Church
2225 E. 14 Mile Rd
Birmingham, MI 48009

Notes & Details

Scale:	None
Drawn:	TCS
Checked:	TCS
Approved:	TCS
Date:	1/21/2022
Job. no.	20-023
Sheet No.	C3.0





LOCATION MAP

NO SCALE

40' 0' 40' 80'

SCALE: 1" = 40'

LEGEND

EX. GRADE
EX. INDEX CONTOUR
EX. CONTOUR
EX. WATER MAIN
EX. STORM SEWER
EX. SANITARY SEWER
EX. OVERHEAD
EX. GAS
EX. UNDERGROUND
EX. FENCE
EX. RAILROAD
EX. WALL
EX. ℄ OF DITCH
EX. WETLAND
HYDRANT
CATCH BASIN
MANHOLE
SIGN
GATE VALVE
LIGHT POLE
UTILITY POLE
METAL LIGHT POLE
TOP OF BERM
TOE OF BERM
TREE TAG
TOP OF CURB
GUTTER
TOP OF ASPHALT
TOP OF WALK
TOP OF WALL
FOUND IRON ROD
SET IRON ROD
FOUND IRON PIPE

LEGAL DESCRIPTION:

LOTS 796 TO 809 INCL, ALSO LOTS 848 TO 877 INCL, ALSO THE SOUTH 3.65 FT OF LOT 878, SHEFFIELD ESTATES NO 1, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON THAT THE PROPERTY LINES ARE AS SHOWN.

STATE OF MICHIGAN
THOMAS M SMITH
LAND SURVEYOR
NO. 31606
LICENSED LAND SURVEYOR

THOMAS M. SMITH
R.L.S. No. 31606

TOPO. NOTES:

- THIS SURVEY WILL NOT SHOW ALL EASEMENTS OF RECORD UNTIL AN UPDATED TITLE POLICY HAS BEEN FURNISHED TO THE SURVEYOR BY THE OWNER.
- ALL ELEVATIONS ARE EXISTING ELEVATIONS
- SUBJECT PROPERTY ISLOCATED IN ZONE X. AREA OF MINIMAL FLOODING. PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 26125C0537F EFFECTIVE DATE: SEPTEMBER 29, 2006.
- THE LOCATION OF THE EXISTING UTILITIES AS SHOWN WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANIES RECORDS. NO GUARANTEE CAN BE MADE REGARDING THE COMPLETENESS OR EXACTNESS OF THE UTILITIES LOCATION. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY IN THE FIELD THE LOCATION OF ALL UTILITIES. ANY POTENTIAL CONFLICT SHALL BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.

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

REV.	DESCRIPTION	BY	DATE
2	Offsite Information Added	TCS	1/15/2022
1	Survey Updates	TMS	7/07/2020

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Phone: (248) 885-8431
Fax: (248) 885-8432
Email: SujakEngineering@Comcast.net

Seal

ORIGINAL SIGNATURE IN BLUE

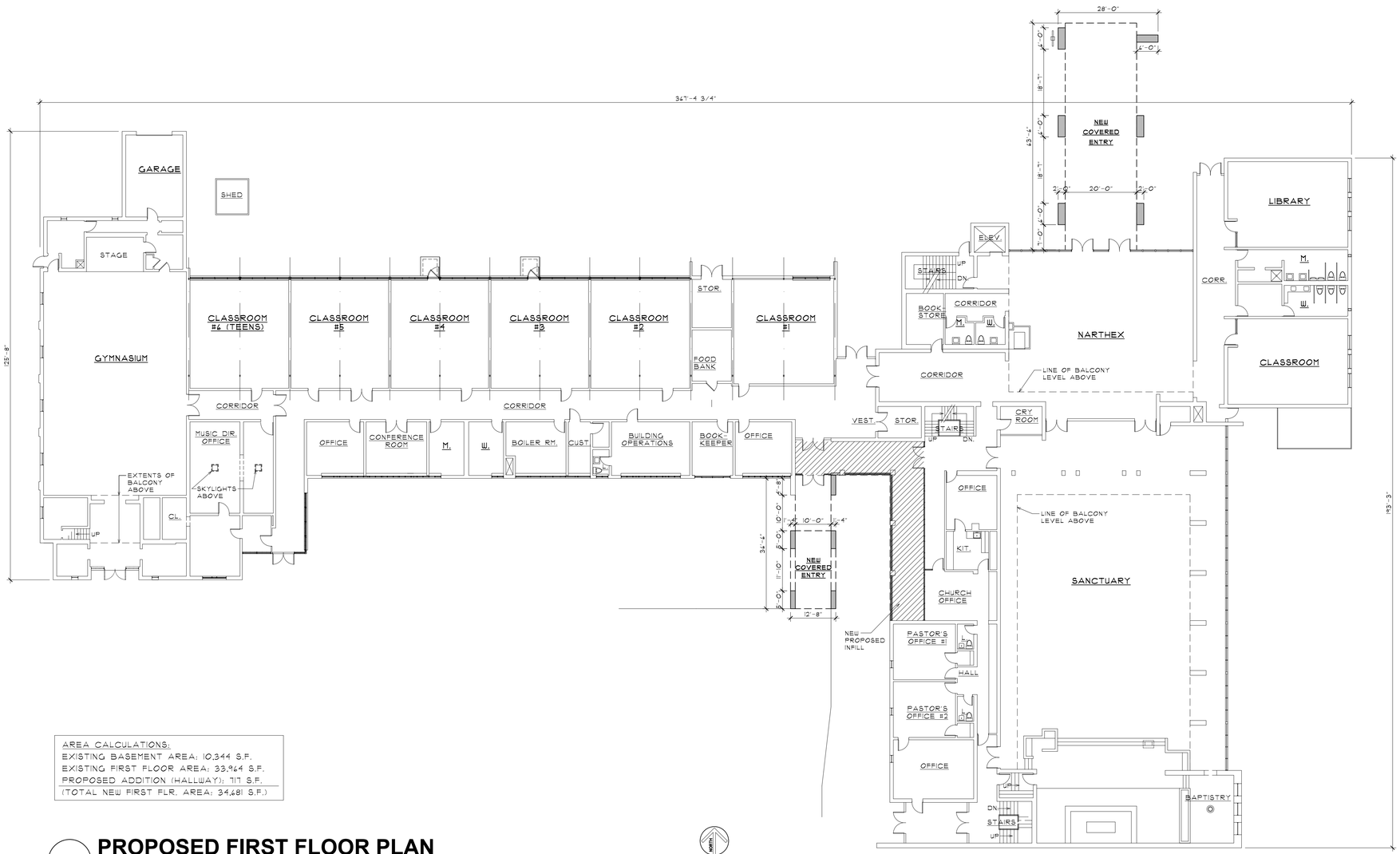
Tean C. Sujak, P.E. No. 046896

Our Shepherd Lutheran Church

2225 E. 14 Mile Rd
Birmingham, MI 48009

Topographic Survey
Parcel # 20-31-456-002

Scale:	1"=40'
Drawn:	TCS
Checked:	TCS
Approved:	TCS
Date:	6/02/2020
Job. no.	20-023
Sheet No.	CS.1.0



AREA CALCULATIONS:
EXISTING BASEMENT AREA: 10,344 S.F.
EXISTING FIRST FLOOR AREA: 33,964 S.F.
PROPOSED ADDITION (HALLWAY): 717 S.F.
(TOTAL NEW FIRST FLR. AREA: 34,681 S.F.)

PROPOSED FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"

MECHANICAL NOTE:
ALL EXISTING MECH. EQUIPMENT TO REMAIN AS IS. NO NEW MECH. EQUIPMENT PROPOSED.
NO NEW SCREEN-WALL PROPOSED @ EXIS. MECH. EQUIPMENT. SEE LANDSCAPE FOR DUMPSTER ENCLOSURE DETAILS.

FAR CALCS:

SITE AREA = +/- 5.3 ACRES
(+/- 230,868 S.F.)
TOTAL BLDG. AREA = 34,681 S.F.

F.A.R. = 0.15

LIST OF PROP. DESIGN CHANGES:

1. NEW PARKING LOT DESIGN ON NORTH & EAST SIDE OF BLDG. W/ NEW LANDSCAPE & PEDESTRIAN ENTRY WALKS.
2. NEW PORTE COCHERE ENTRY ADDITION @ NORTH ELEV.
3. NEW COVERED ENTRY @ SOUTH ELEV. NEW INFILL/ ADDITION TO EXIS. BRICK COLUMN LINE @ SOUTH ELEV. ADJACENT TO NEW COVERED ENTRYWAY.
4. NEW ADDITIONAL FOUNDATION LANDSCAPE AROUND BLDG.
5. NEW SITE & BLDG. LIGHTING.
6. THREE NEW GROUND SIGNS:
   - 6.1. AT N-W DRIVE ENTRY OFF OF MELTON RD.
   - 6.2. AT S-W CORNER OF SITE (MELTON & 14 MILE RD.)
   - 6.3. AT NEW BLVD. DRIVE ENTRY @ S-E CORNER OF SITE.

   *SMALL IDENTIFICATION SIGN @ NEW PORTE COCHERE.

STATE OF MICHIGAN
ALEXANDER V. BOGAERTS II
ARCHITECT
No. 1301068995
LICENSED ARCHITECT

Alexander V. Bogaerts + Associates, P.C. • Architecture • Planning • Interior Design
2445 Franklin Road
Bloomfield Hills, MI 48302
248 • 334 • 5000

SHEET TITLE: FIRST FLOOR PLAN
PRELIMINARY

CLIENT/PROJECT: OUR SHEPHERD LUTHERAN CHURCH
2225 E. FOURTEEN MILE ROAD
BIRMINGHAM, MICHIGAN

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■ PRELIMINARY 06.01.21
■ BIDS 06.01.21
■ PERMITS 06.01.21
■ CONSTRUCTION 06.01.21

REVISIONS
01-10-2020 ADD. #1
01-XX-2022 SUP PB SUBMSN.

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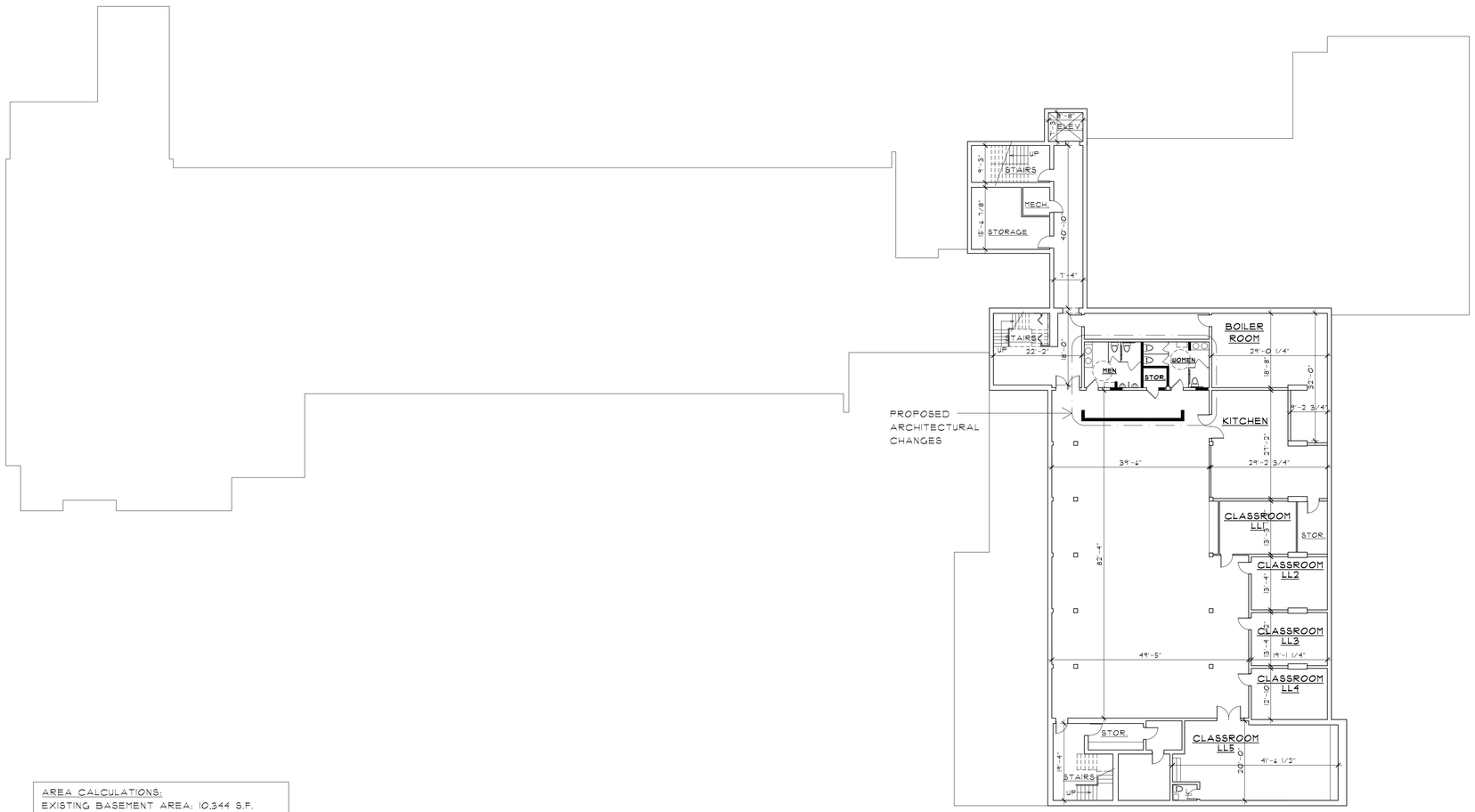
DATE: 00-00-2016
SHEET NUMBER: A100



AREA CALCULATIONS:
EXISTING BASEMENT AREA: 10,344 S.F.
EXISTING FIRST FLOOR AREA: 33,964 S.F.
PROPOSED ADDITION (HALLWAY): 717 S.F.
(TOTAL NEW FIRST FLR. AREA: 34,681 S.F.)

EXISTING BASEMENT PLAN

NORTH

SCALE: 1/16" = 1'-0"

MECHANICAL NOTE:
ALL EXISTING MECH. EQUIPMENT TO REMAIN AS IS. NO NEW MECH. EQUIPMENT PROPOSED.
NO NEW SCREEN-WALL PROPOSED @ EXIS. MECH. EQUIPMENT. SEE LANDSCAPE FOR DUMPSTER ENCLOSURE DETAILS.

LIST OF PROP. DESIGN CHANGES:

1. NEW PARKING LOT DESIGN ON NORTH & EAST SIDE OF BLDG. W/ NEW LANDSCAPE & PEDESTRIAN ENTRY WALKS.
2. NEW PORTE COCHERE ENTRY ADDITION @ NORTH ELEV.
3. NEW COVERED ENTRY @ SOUTH ELEV. NEW INFILL/ ADDITION TO EXIS. BRICK COLUMN LINE @ SOUTH ELEV. ADJACENT TO NEW COVERED ENTRYWAY.
4. NEW ADDITIONAL FOUNDATION LANDSCAPE AROUND BLDG.
5. NEW SITE & BLDG. LIGHTING.
6. THREE NEW GROUND SIGNS:
   - 6.1. AT N-W DRIVE ENTRY OFF OF MELTON RD.
   - 6.2. AT S-W CORNER OF SITE (MELTON & 14 MILE RD.)
   - 6.3. AT NEW BLVD. DRIVE ENTRY @ S-E CORNER OF SITE.

   *SMALL IDENTIFICATION SIGN @ NEW PORTE COCHERE.

STATE OF MICHIGAN
ALEXANDER V. BOGAERTS II
ARCHITECT
No. 1301068995
LICENSED ARCHITECT

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2445 Franklin Road
Bloomfield Hills, MI 48302
248 • 334 • 5000

SHEET TITLE: BASEMENT PLAN
PRELIMINARY

CLIENT/PROJECT: OUR SHEPHERD LUTHERAN CHURCH
2225 E. FOURTEEN MILE ROAD
BIRMINGHAM, MICHIGAN

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■ CONSTRUCTION 06.01.21

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01-XX-2022 SLUP PB SUBMTN.

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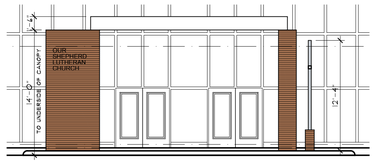
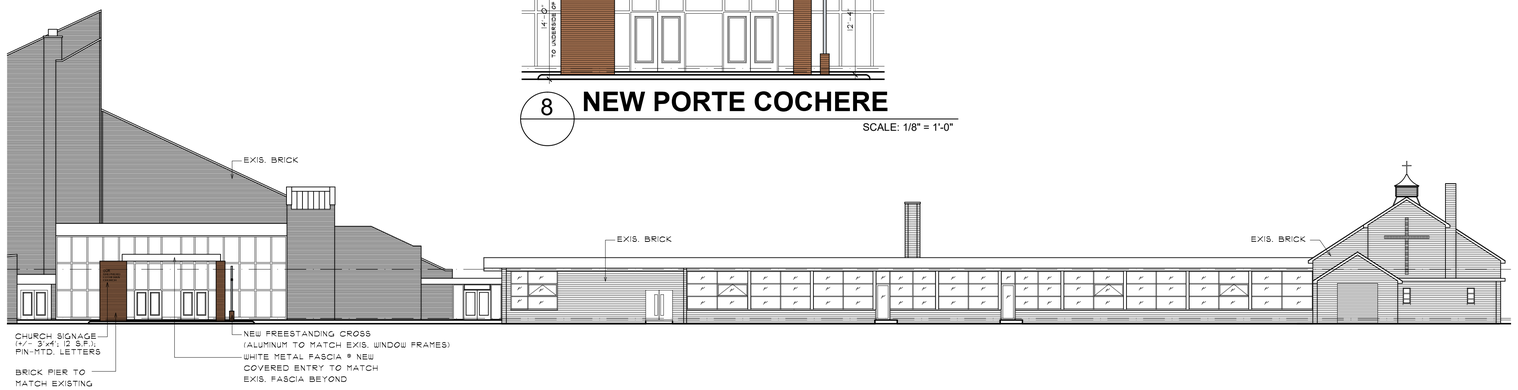


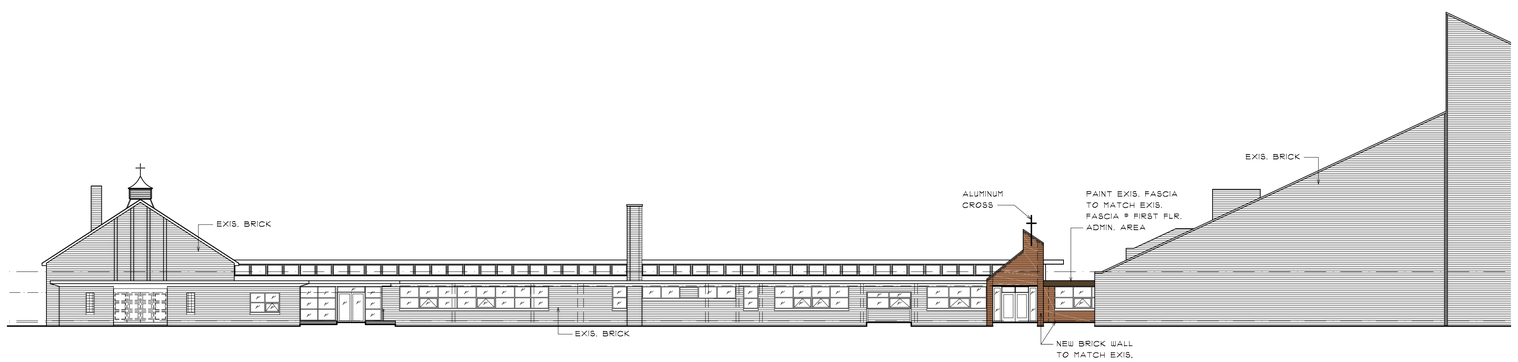
8 NEW PORTE COCHERE

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



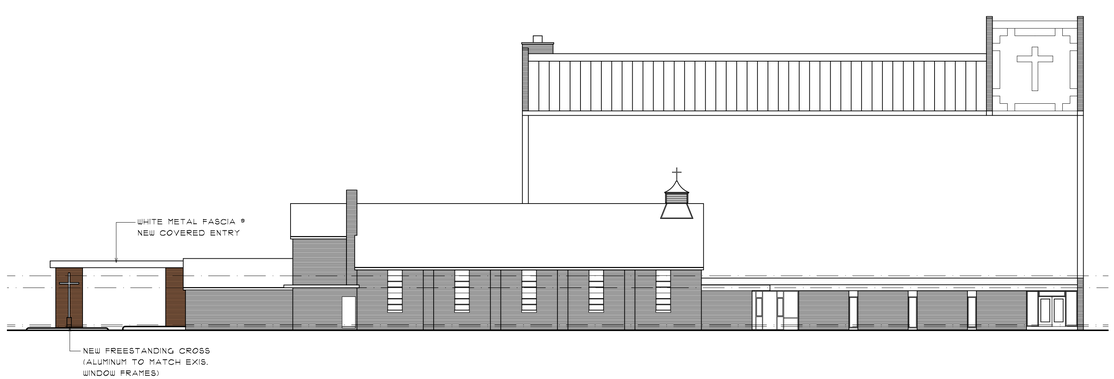
7 NORTH ELEVATION

SCALE: 1/16" = 1'-0"



6 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

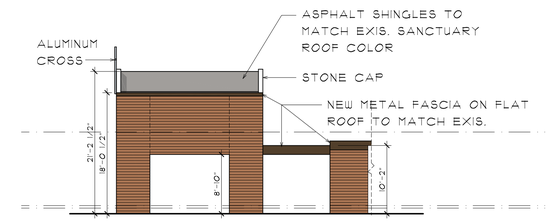


5 PARTIAL WEST ELEVATION

SCALE: 1/16" = 1'-0"

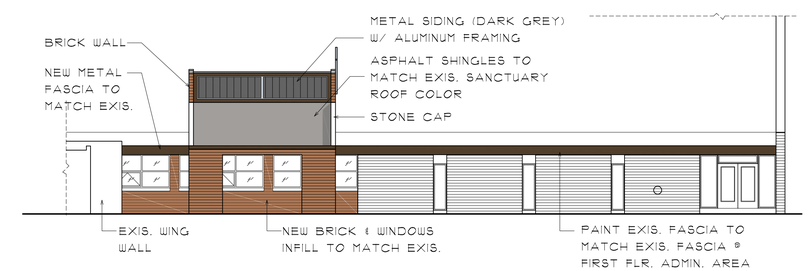
4 NEW COVERED ENTRY & DOOR

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



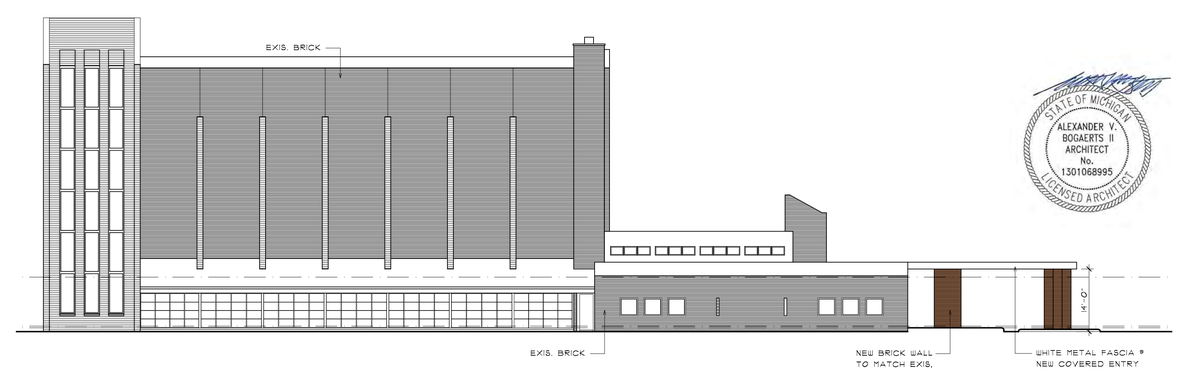
3 RIGHT SIDE OF NEW COVERED ENTRY

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



2 VIEW BEYOND @ NEW COVERED ENTRY

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



1 PARTIAL EAST ELEVATION

SCALE: 1/16" = 1'-0"

MECHANICAL NOTE:
ALL EXISTING MECH. EQUIPMENT TO REMAIN AS IS. NO NEW MECH. EQUIPMENT PROPOSED.
NO NEW SCREEN-WALL PROPOSED @ EXIS. MECH. EQUIPMENT. SEE LANDSCAPE FOR DUMPSTER ENCLOSURE DETAILS.

LIST OF PROP. DESIGN CHANGES:

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   *SMALL IDENTIFICATION SIGN @ NEW PORTE COCHERE.

STATE OF MICHIGAN
ALEXANDER V. BOGAERTS II
ARCHITECT
No. 1301068995
LICENSED ARCHITECT

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2445 Franklin Road
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248 • 334 • 5000

SHEET TITLE
PROPOSED ELEVATIONS
PRELIMINARY

CLIENT/PROJECT
OUR SHEPHERD LUTHERAN CHURCH
2225 E. FOURTEEN MILE ROAD
BIRMINGHAM, MICHIGAN

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REVISIONS
04-10-2020 ADD. #1
01-XX-2022 SLUP PB SUBMSN.

DRAWN BY XX
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CHECKED BY XX
JOB NUMBER 1949
DATE 00-00-2016
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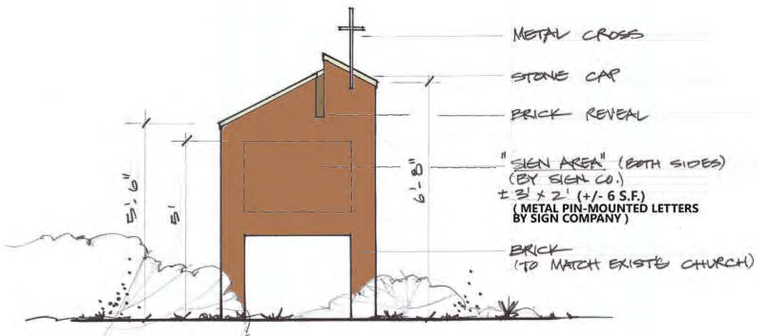
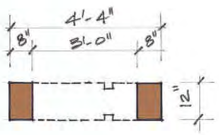
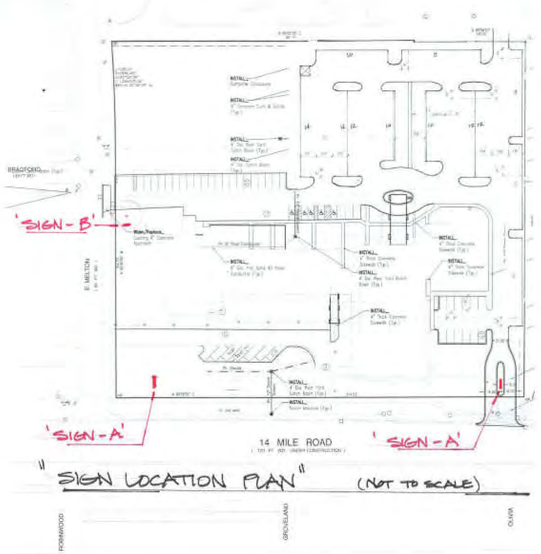


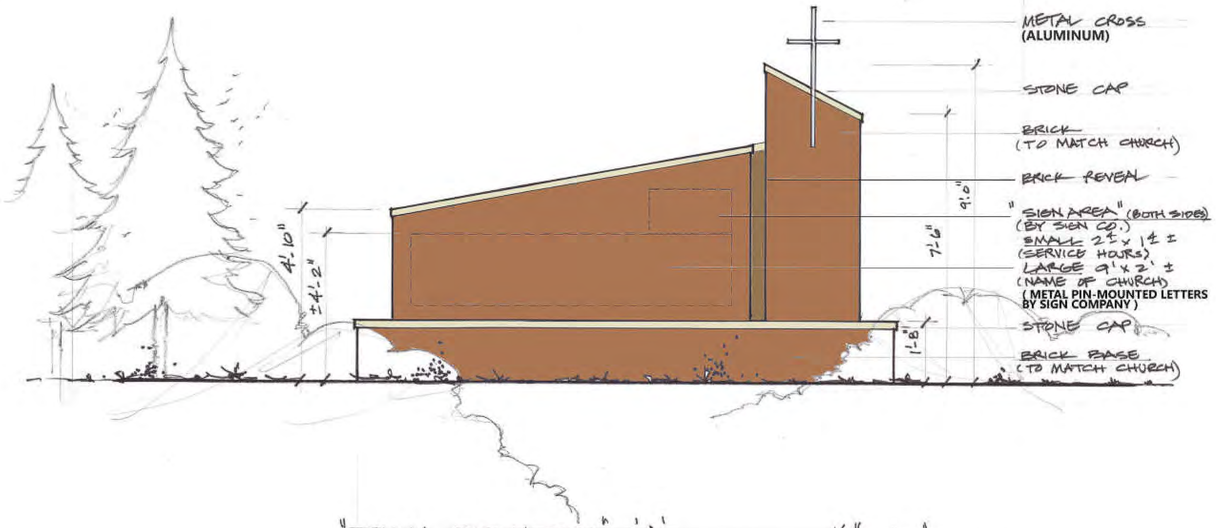
"SIGN ELEVATION" - 'B' 1/2" = 1'-0"
MELTON RD - WEST/NORTH PARKING DRIVE ACCESS



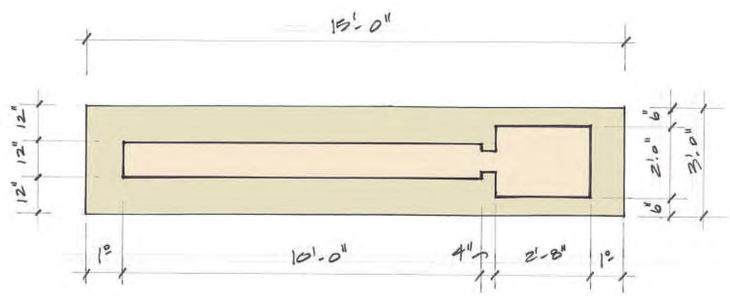
"SIGN - PLAN" 1/2" = 1'-0"



"SIGN LOCATION PLAN" (NOT TO SCALE)



"SIGN ELEVATION" - 'A' 1/2" = 1'-0"
14 MI RD - SW CORNER @ EAST BOULEVARD ISLAND



"SIGN PLAN" - 'A' 1/2" = 1'-0"
14 MI RD - SW CORNER @ EAST BOULEVARD ISLAND

STATE OF MICHIGAN
ALEXANDER V. BOGAERTS II
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SHEET TITLE: SIGNAGE
PRELIMINARY

CLIENT/PROJECT: OUR SHEPHERD LUTHERAN CHURCH
2225 E. FOURTEEN MILE ROAD
BIRMINGHAM, MICHIGAN

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01-XX-2022
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DATE
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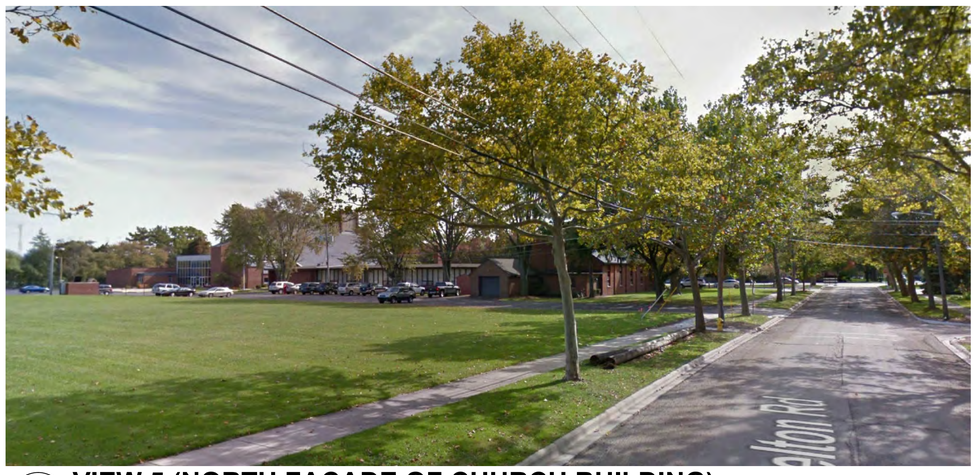
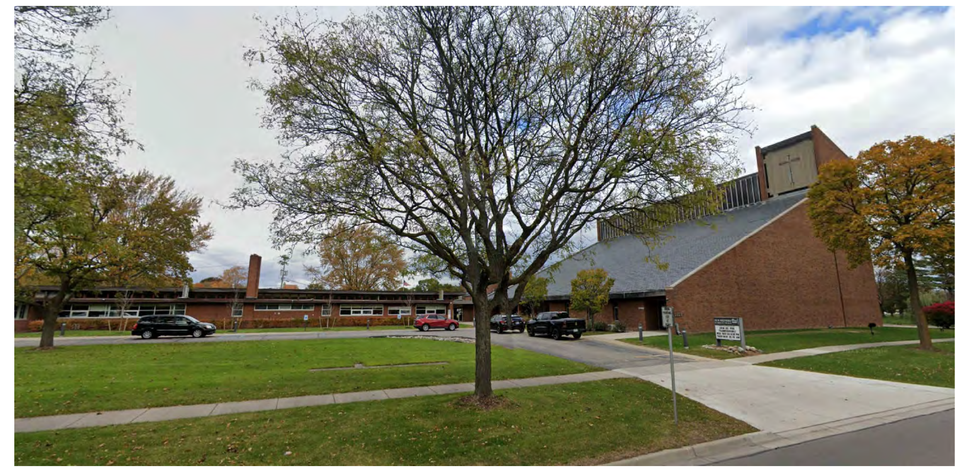
7 **VIEW 7 (NORTH SIDE ENTRYWAY)**

6 **VIEW 6 (SOUTH SIDE ENTRYWAY)**

3 **VIEW 3 (ENTRANCE FROM MELTON RD)**



5 **VIEW 5 (NORTH FACADE OF CHURCH BUILDING)**



2 **VIEW 2 (SOUTH ENTRANCE)**

4 **VIEW 4 (E MELTON RD)**

SHOWING SINGLE-FAMILY RESIDENCES IN CONTEXT WITH SCHOOL BUILDING

1 **VIEW 1 (SOUTH ENTRANCE)**

SITE MAP

STATE OF MICHIGAN
ALEXANDER V. BOGAERTS II
ARCHITECT
No. 1301068995
LICENSED ARCHITECT

Alexander V. Bogaerts + Associates, P.C. ▪ Architecture ▪ Planning ▪ Interior Design

2445 Franklin Road
Bloomfield Hills, MI 48302
248 ▪ 334 ▪ 5000

SHEET TITLE
EXISTING SITE PHOTOS

PRELIMINARY

CLIENT/PROJECT
OUR SHEPHERD LUTHERAN CHURCH
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BIRMINGHAM, MICHIGAN

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REVISIONS
01-XX-2022
SLUP PB SUBMSN.

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JOB NUMBER 1949
DATE 00-00-2016
SHEET NUMBER A300

FPA
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Community Land Planner and registered Landscape Architect
24333 Orchard Lake Rd, Suite G
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fax. (248) 557-5416

seal:

STATE OF MICHIGAN
FELINO A. PASCUAL
LANDSCAPE ARCHITECT
No. 1433
REGISTERED LANDSCAPE ARCHITECT

client:

Our Shepherd Lutheran Church
2225 14 Mile Rd
Birmingham, Michigan

project:

Our Shepherd Lutheran Church

project location:

City of Birmingham, Michigan
14 Mile Road

sheet title:

COLOR LANDSCAPE PLAN

job no./issue/revision date:

LS21.073.05 review 5-13-2021
LS21.073.10 review 11-12-2021
LS22.010.01 city 1-31-2022

drawn by:
JP, DK, HP

checked by:
FP

date:
1-2-2022

notice:
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3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
For free location of public utility lines

The location and elevations of existing underground utilities as shown on this drawing are only approximate. no guarantee is either expressed or implied as to the completeness of accuracy. contractor shall be exclusively responsible for determining the exact location and elevation prior to the start of construction

project no:
LS22.010.01

sheet no:
LSR-1

landscape plan for:

Our Shepherd Lutheran Church

City of Birmingham, Michigan

north

note:

unless noted otherwise, numerical value on landscape quantities specified on plan take precedence over graphic representation.

scale: 0' 20' 40' 80' 120'

1" = 40'- 0"

landscape requirements:

	REQUIRED	PROVIDED
street tree (14 mile road)		
TOTAL LN.FT. OF GREENBELT FRONTAGE	515.88±	
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 40 LN.FT. (515.88 LN.FT. / 40 LN.FT. = 12.9 TREES)	13	3 + 10 EXISTING
street tree (E. melton road)	REQUIRED	PROVIDED
TOTAL LN.FT. OF GREENBELT FRONTAGE	449.85±	
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 40 LN.FT. (449.85 LN.FT. / 40 LN.FT. = 11.25 TREES)	11	12 EXISTING
parking	REQUIRED	PROVIDED
TOTAL SQ.FT OF PARKING AREA PROVIDED	78,361	
TOTAL SQ.FT OF LANDSCAPE AREA REQUIRED (78,361 SQ.FT * 5% = 3,918 SQ.FT)	3,888.79	
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 150 SQ.FT (3,918 SQ.FT / 150 SQ.FT = 26.12 TREES)	26	26

plant material list

key	quant. LS-1	botanical name	common name	size	comments
GT	4	GLEDITSIA TRI. INERMIS 'SKYCOLE'	SKYLINE LOCUST	2 1/2" BB	
AF	8	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE RED MAPLE	2 1/2" BB	
TC	11	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	2 1/2" BB	
TR	3	TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	2 1/2" BB	
ARA	2	ACER R. 'ARMSTRONG'	ARMSTRONG RED MAPLE	3" BB	
CB	1	CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL EUROPENAN HORNBEAN	3" BB	
LS	2	LIQUIDAMBAR STYRACIFLUA	AMERICAN SWEETGUM	2 1/2" BB	
AR	3	CARPINUS BETULUS 'FASTIGIATA'	RED MAPLE	2 1/2" BB	
AC	1	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	8' BB	
CK	1	CORNUS KOUSA	KOUSA DOGWOOD	2" BB	
MJ	1	MAGNOLIA LILLIFLORA 'JANE'	JANE MAGNOLIA	8' BB	
AP	1	ACER P. 'BLOODGOOD'	BLOODGOOD JAPANESE MAPLE	#1 CONT	
MR	2	MALUS 'RED BARRON'	RED BARRON CRABAPPLE	2" BB	
FP	2	PICEA PUNGENS	COLORADO SPRUCE	8' BB	
FPL	1	PICEA PUNGENS	COLORADO SPRUCE	10' BB	

general landscape notes:

1. LANDSCAPE CONTRACTOR SHALL VISIT THE SITE, INSPECT EXISITNG CONDITIONS, REVIEW PROPOSED PLANTINGS AND RELATED WORK. CONTACT THE OWNER AND/OR LANDSCAPE ARCHITECT WITH ANY CONCERNS OR DISCREPANCY BETWEEN THE PLAN, PLANT MATERIAL LIST, AND/OR SITE CONDITIONS.

2. PRIOR TO BEGINNING OF CONSTRUCTION ON ANY WORK, CONTRACTORS SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES. GAS, ELECTRIC, TELEPHONE, CABLE TO BE LOCATED BY CONTACTING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE ALL RELATED WORK ACTIVITIES WITH OTHER TRADES AND REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER PRIOR TO COMMENCING

3. NUMERICAL VALUE ON THE LANDSCAPE QUANTITIES SPECIFIED ON THE PLAN TAKE PRECEDENCE OVER GRAPHIC REPRESENTATION. VERIFY ANY CONCERN-DISCREPANCY WITH LANDSCAPE ARCHITECT.

4. ALL CONSTRUCTION AND PLANT MATERIAL LOCATION TO BE ADJUSTED ON SITE IF NECESSARY

5. ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY CITY OF BIRMINGHAM AND LANDSCAPE ARCHITECT

6. ALL LARGE TREES AND EVERGREENS TO BE STAKED, GUYED AND WRAPPED AS DETAILED, SHOWN ON PLAN.

7. PLANT BEDS TO BE DRESSED WITH MIN. 4" OF FINELY DOUBLE SHREDDED HARDBARK MULCH.

8. DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALL. BACK FILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM EXCAVATED PLANTING HOLE.

9. NATURAL COLOR, FINELY SHREDDED HARDWOOD BARK MULCH REQUIRED FOR ALL PLANTINGS.

10. REMOVE ALL TWINE, WIRE AND BURLAP FROM TREE AND SHRUB EARTH BALLS, AND FROM TREE TRUNKS. 4" THICK BARK MULCH FOR TREES IN 4' DIA. CIRCLE WITH 3" PULLED AWAY FROM TRUNK . 4" THICK BARK MULCH FOR SHRUBS AND 4" THICK BARK MULCH FOR PERENNIALS.

11. PLANT MATERIAL QUALITY & INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.

12. PROVIDE PEAT SOD FOR ALL NEW AND DISTURBED LAWN AREAS UNLESS NOTED OTHERWISE.

13. ALL PLANTING AREAS TO BE PREPARED WITH APPROPRIATE SOIL MIXTURES AND FERTILIZER BEFORE PLANT INSTALLATION.

14. PLANT TREES AND SHRUBS GENERALLY NO CLOSER THAN THE FOLLOWING DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS:
   a). SHADE TREES _____ 5 FT.
   b). ORNAMENTAL AND EVERGREEN TREES (CRAB, PINE, SPRUCE, ETC.) _____ 10 FT.
   c). SHRUBS THAT ARE LESS THAN 1 FOOT TALL AND WIDE AT MATURITY _____ 2 FT.

15. NO TREES OR EVERGREENS TO BE INSTALLED OVER ANY PROPOSED OR EXISTING UTILITY LINES AS SHOWN ON THE OVERALL LANDSCAPE PLAN. SEE ENGINEERING PLANS FOR LOCATION AND DETAILS.

16. ALL LAWN AREAS AND LANDSCAPE BEDS TO BE FULLY IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM. IRRIGATION SYSTEM TO HAVE SEPARTE ZONES FOR LAWN AREAS, PARKING ISLANDS, AND SHRUB BEDS WITH DIFFERENT CONTROL MOISTURE LEVEL ADJUSTMENT PER ZONE AS REQUIRED

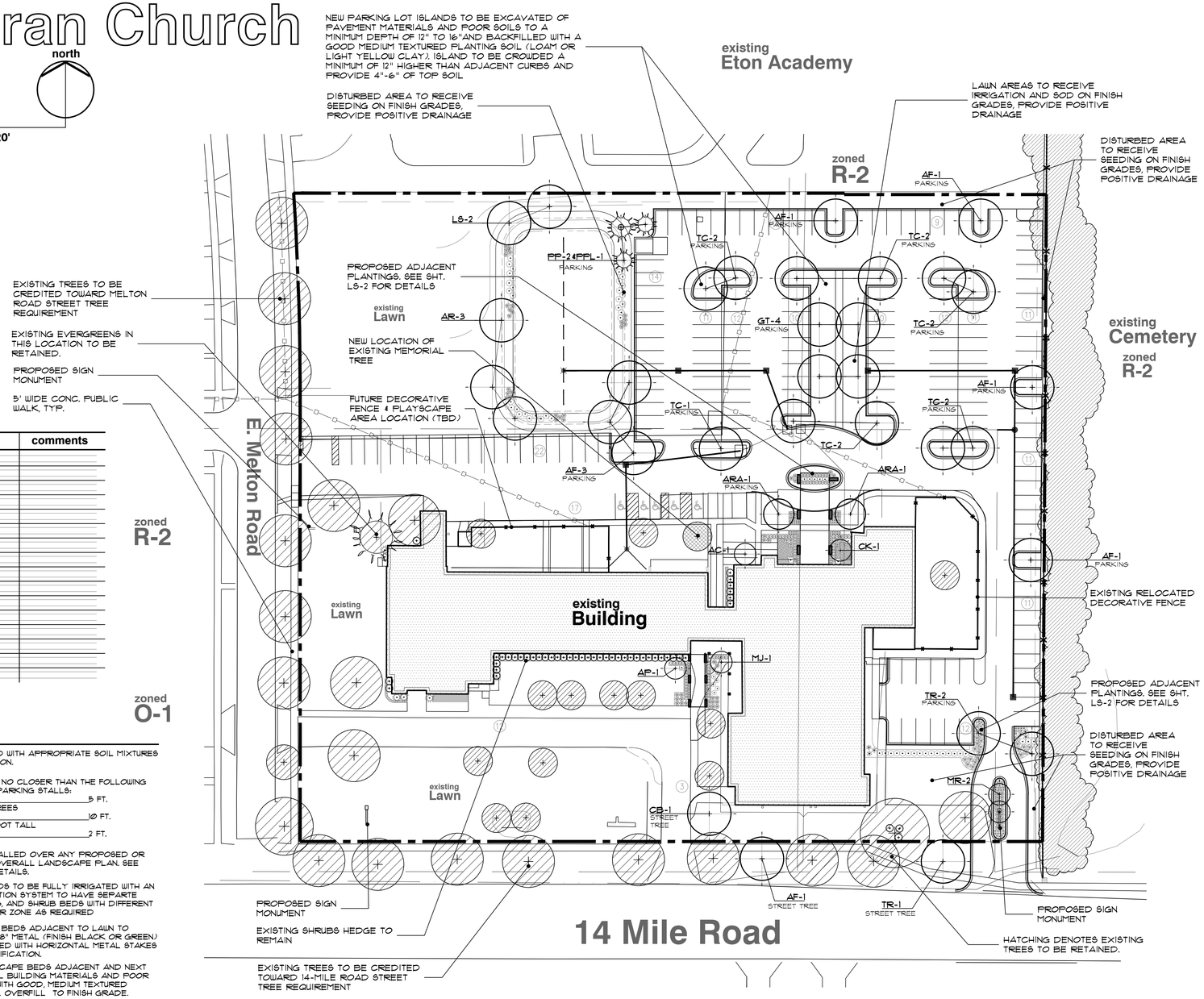
17. UNLESS NOTED OTHERWISE, LANDSCAPE BEDS ADJACENT TO LAWN TO RECIEVE EDGING. EDGING SHALL BE 4" X 1/8" METAL (FINISH BLACK OR GREEN) OR APPROVED EQUAL AND TO BE INSTALLED WITH HORIZONTAL METAL STAKES AT 32" O.C. OR PER MANUFACTERER'S SPECIFICATION.

18. ALL NEW PARKING ISLANDS AND LANDSCAPE BEDS ADJACENT AND NEXT TO BUILDING SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS A MIN. OF 16"-18" DEPTH. BACK FILL WITH GOOD, MEDIUM TEXTURED PLANTING SOILS. ADD A MIN. 4" OF TOPSOIL OVERFILL TO FINISH GRADE. PROVIDE POSITIVE DRAINAGE.

19. WATERING OF ALL PLANTS AND TREES TO BE PROVIDED IMMEDIATELY AND MULCHING WITHIN 24 HOURS AFTER INSTALLATION.

20. ALL TREE PITS TO BE TESTED FOR PROPER DRAINAGE PRIOR TO TREE PLANTING. PROVIDE APPROPRIATE DRAINAGE SYSTEM AS REQUIRED IF THE TREE PIT DOES NOT DRAIN SUFFICIENTLY.

21. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE PLANT MATERIALS AND IRRIGATION INSTALLATION FOR A PERIOD OF TWO YEAR BEGINNING AFTER THE COMPLETION OF LANDSCAPE INSTALLTION DATE APPROVED BY THE CITY OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL REPLACE DURING AND AT THE END OF THE GUARANTEE PERIOD, ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY THE TOWNSHIP OR LANDSCAPE ARCHITECT, WITHOUT COST TO THE OWNER.



1A general landscape planting detail

SCALE: 1"=40'-0"

FPA
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Community Land Planner and registered Landscape Architect
24333 Orchard Lake Rd, Suite G
Farmington Hills, MI 48336
ph. (248) 557-5588
fax. (248) 557-5416

seal:

STATE OF MICHIGAN FELINO A. PASCUAL LANDSCAPE ARCHITECT No. 4333 REGISTERED LANDSCAPE ARCHITECT

client:
Our Shepherd Lutheran Church
2225 14 Mile Rd
Birmingham, Michigan

project:
Our Shepherd Lutheran Church

project location:
City of Birmingham, Michigan
14 Mile Road

sheet title:
GENERAL LANDSCAPE PLANTING DETAIL

job no./issue/revision date:

LS21.073.05 review 5-13-2021
LS21.073.10 review 11-12-2021
LS22.010.01 city 1-31-2022

drawn by:
JP, DK, HP

checked by:
FP

date:
1-2-2022

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3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
For free location of public utility lines

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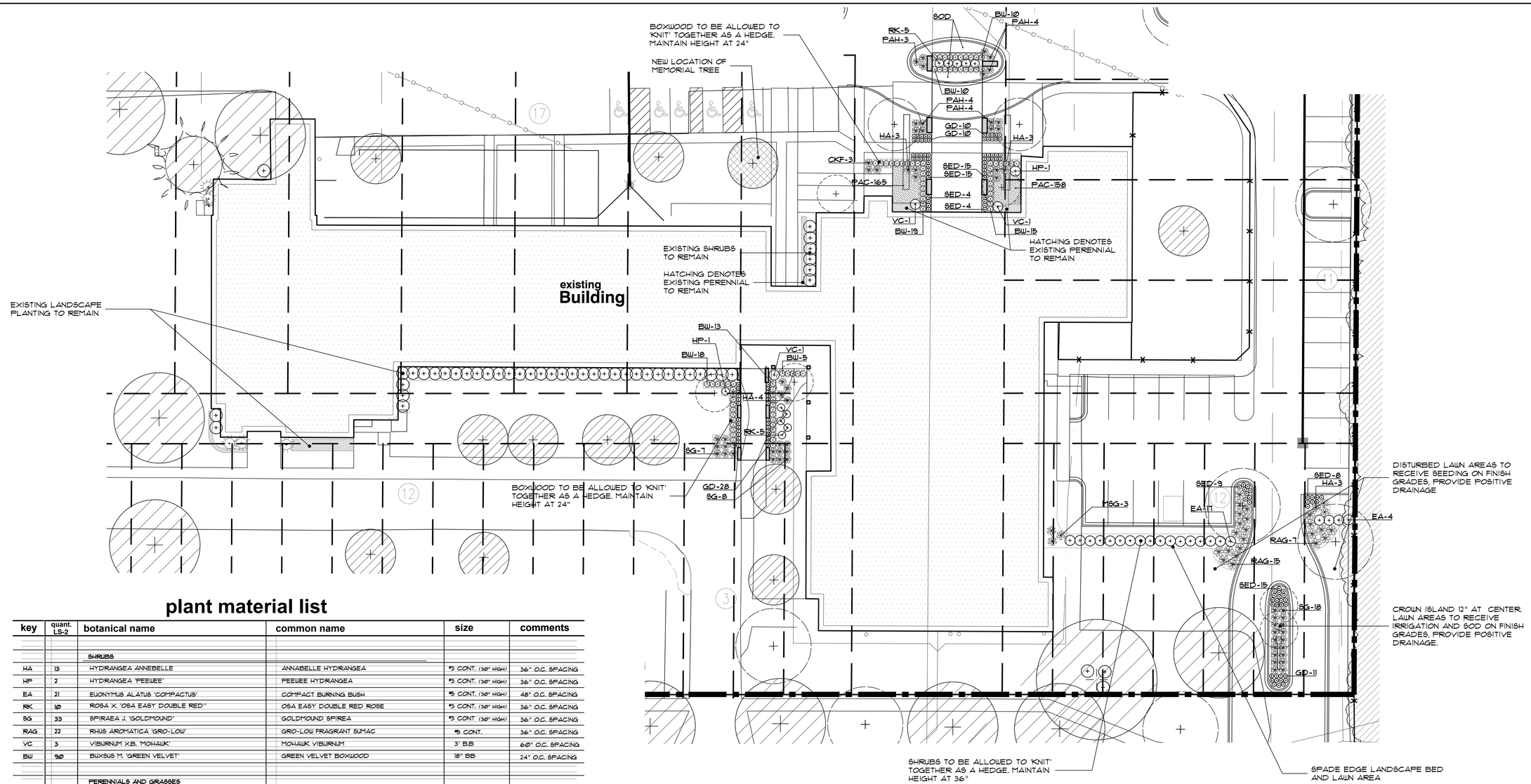
project no:
LS22.010.01

sheet no:
LS-1 of 3

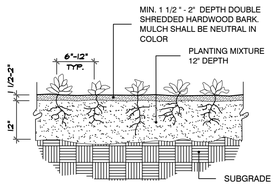


2A building foundation planting detail

SCALE: 1"=20'

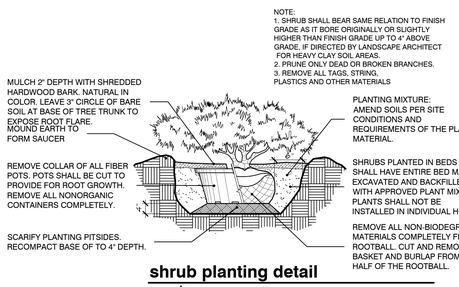
plant material list

key	quant. LS-2	botanical name	common name	size	comments
		SHRUBS			
HA	13	HYDRANGEA ANNEBELLE	ANNABELLE HYDRANGEA	#3 CONT. (30" HIGH)	36" O.C. SPACING
HP	2	HYDRANGEA 'PEEWEE'	PEEWEE HYDRANGEA	#3 CONT. (30" HIGH)	36" O.C. SPACING
EA	21	EUONYMUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	#3 CONT. (30" HIGH)	48" O.C. SPACING
RK	10	ROSA X. 'OSA EASY DOUBLE RED"	OSA EASY DOUBLE RED ROSE	#3 CONT. (30" HIGH)	36" O.C. SPACING
SG	33	SPIRAEA J. 'GOLDMOUND'	GOLDMOUND SPIREA	#3 CONT (30" HIGH)	36" O.C. SPACING
RAG	22	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	#5 CONT.	36" O.C. SPACING
VC	3	VIBURNUM X.B. 'MOHAWK'	MOHAWK VIBURNUM	3' B.B	60" O.C. SPACING
BW	90	BUXSUS M. 'GREEN VELVET"	GREEN VELVET BOXWOOD	18" BB	24" O.C. SPACING
		PERENNIALS AND GRASSES			
GD	59	GERANIUM X. 'ROZANNE'	ROZANNE GERANIUM	8 / FLAT	10" O.C. SPACING
SED	70	SEDUM SPECTABILE 'NEON'	NEON SEDUM	#1 CONT.	10" O.C. SPACING
PAC	323	PACHYSANDRA TERMINALIS	JAPANESE SPURGE & 'GREEN CARPET'	24/FLAT	10" O.C. SPACING
PAH	15	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	#3 CONT.	36" O.C. SPACING
MSG	3	MISCANTHUS SINENSIS 'MORNING LIGHT'	MORNING LIGHT JAPANESE SILVER GRASS	#3 CONT.	42" O.C. SPACING
CKF	3	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C. SPACING



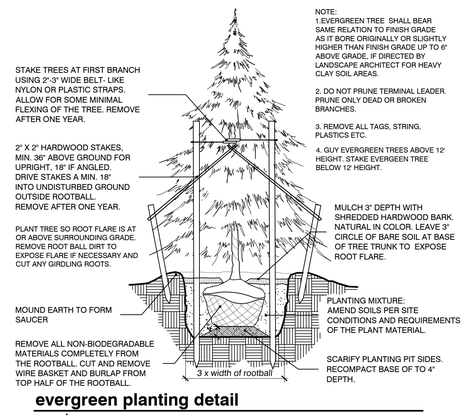
perennial planting detail

no scale



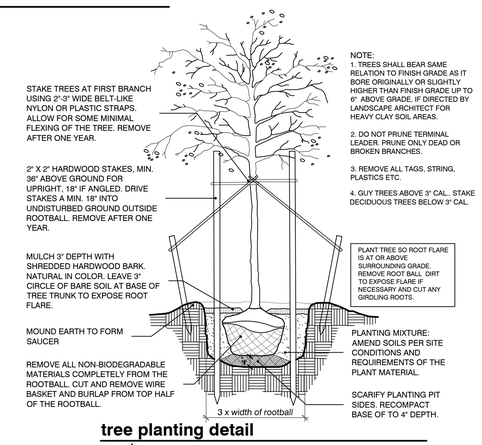
shrub planting detail

no scale



evergreen planting detail

no scale



tree planting detail

no scale

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Community Land Planner and registered Landscape Architect
24333 Orchard Lake Rd, Suite G
Farmington Hills, MI 48336
ph. (248) 557-5588
fax. (248) 557-5416

seal:

STATE OF MICHIGAN FELINO A. PASCUAL LANDSCAPE ARCHITECT No. 4433 REGISTERED LANDSCAPE ARCHITECT

client:

Our Shepherd Lutheran Church
2225 14 Mile Rd
Birmingham, Michigan

project:

Our Shepherd Lutheran Church

project location:

City of Birmingham, Michigan
14 Mile Road

sheet title:

FOUNDATION PLANTING DETAIL

job no./issue/revision date:

LS21.073.05 review 5-13-2021
LS21.073.10 review 11-12-2021
LS22.010.01 city 1-31-2022

drawn by: JP, DK, HP
checked by: FP
date: 1-2-2022

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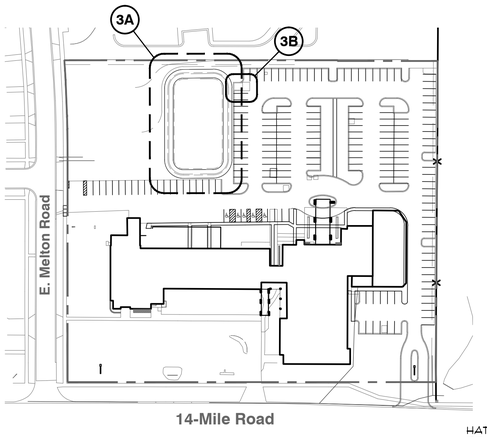
project no: LS22.010.01

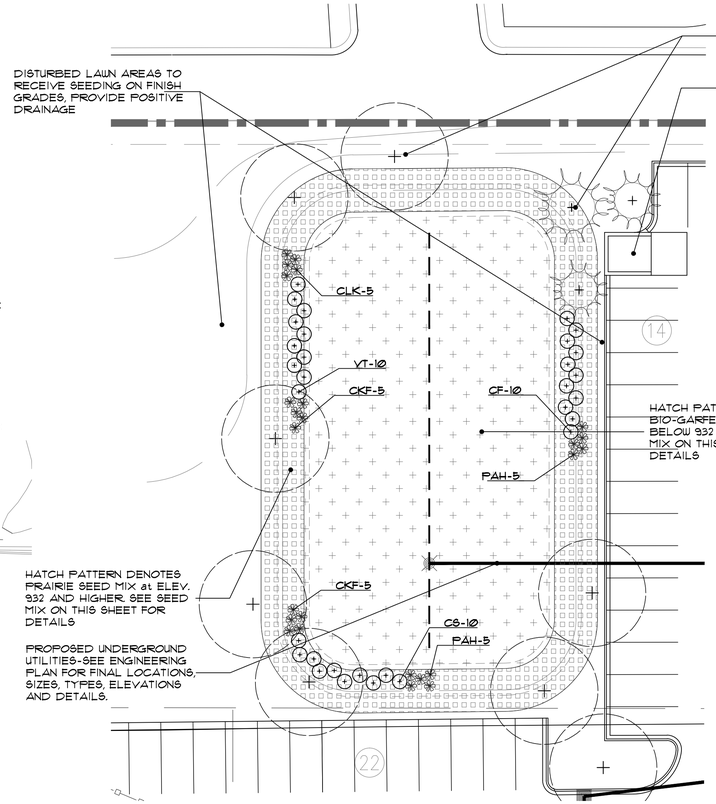
sheet no: LS-2 of 3



key reference location map

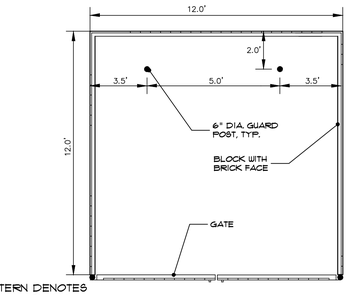
NO SCALE

typ. bio-garden view

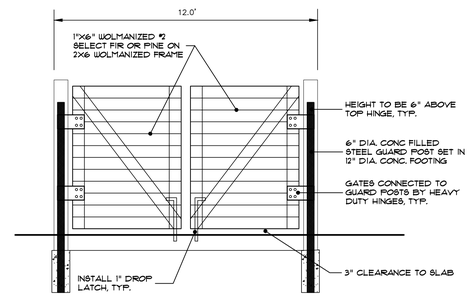


3A bio-garden basin seeding plan

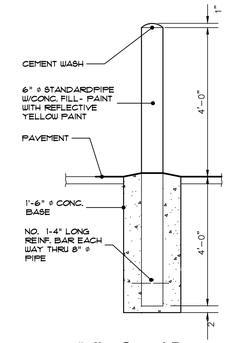
SCALE: 1"=20'



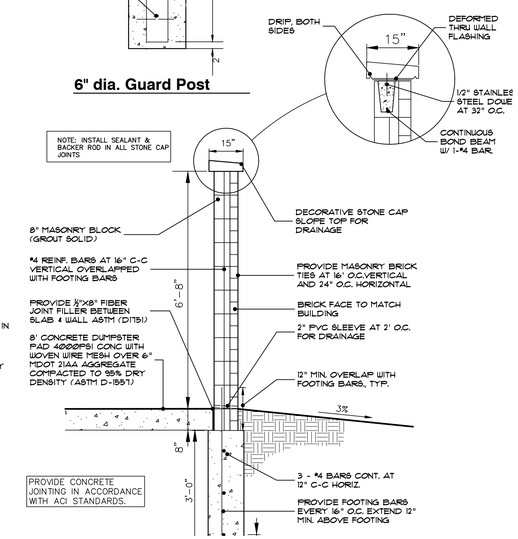
Plan View



Single Gate Trash Enclosure Elevation



6" dia. Guard Post



3B dumpster detail

NO SCALE

bio-garden basin seed mix:

A wetland seed mix for saturated soils in a detention pond or for seeding a saturated basin, this mix will tolerate highly fluctuating water levels and poor water quality associated with urban stormwater wetlands and ponds. For detention basins that experience long, dry periods, use the Economy Prairie seed mix in the upper third to half of the basin area in combination with this mix. This seed mix includes at least 10 of 12 native permanent grass and sedge species and 13 of 17 native forb species. Apply at 32.97 PLS pounds per acre.

Botanical Name	Common Name	PLS Oz/Acre
Permanent Grasses/Sedges		
Bolboschoenus fluviatilis	River Bulrush	1.00
Carex cristatella	Crested Oval Sedge	0.50
Carex lurida	Bottlebrush Sedge	3.00
Carex vulpinoidea	Brown Fox Sedge	2.00
Elymus virginicus	Virginia Wild Rye	24.00
Glyceria striata	Fowl Manna Grass	1.00
Juncus effusus	Common Rush	1.00
Leersia oryzoides	Rice Cut Grass	1.00
Panicum virgatum	Switch Grass	2.00
Schoenoplectus tabernaemontani	Great Bulrush	3.00
Scirpus atrovirens	Dark Green Rush	2.00
Scirpus cyperinus	Wool Grass	1.00
	Total:	41.50
Temporary Cover		
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	100.00
	Total:	460.00

Forbs		
Alisma subcordatum	Common Water Plantain	2.50
Asclepias incarnata	Swamp Milkweed	2.00
Bidens spp.	Bidens Species	2.00
Eupatorium perfoliatum	Common Boneset	1.00
Helenium autumnale	Sneezeweed	2.00
Iris virginica v. shrevei	Blue Flag	4.00
Lycopus americanus	Common Water Horehound	0.50
Mimulus ringens	Monkey Flower	1.00
Pontederia cordata	Ditch Stonecrop	0.50
Persicaria spp.	Pinkweed Species	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Rudbeckia triloba	Brown-Eyed Susan	1.50
Sagittaria latifolia	Common Arrowhead	1.00
Senna hebecarpa	Wild Senna	2.00
Symphyotrichum lanceolatum	Panicled Aster	0.50
Symphyotrichum novae-angliae	New England Aster	0.50
Thalictrum dasycarpum	Purple Meadow Rue	2.00
	Total:	28.00

prairie seed mix:

This prairie seed mix offers an economical way to establish a prairie. In addition to native prairie grasses, flowering species provide color throughout the growing season and food sources for birds and butterflies. Adding seed or plant plugs at a later date is a wonderful way to increase a prairie's richness and diversity. This seed mix includes at least 6 of 7 native permanent grass and sedge species and 10 of 13 native forb species. Apply at 37.70 PLS pounds per acre.

Botanical Name	Common Name	PLS Oz/Acre
Permanent Grasses/Sedges		
Andropogon gerardii	Big Bluestem	12.00
Bouteloua curtipendula	Side-Oats Grama	16.00
Carex spp.	Prairie Sedge Species	3.00
Elymus canadensis	Canada Wild Rye	24.00
Panicum virgatum	Switch Grass	2.50
Schizachyrium scoparium	Little Bluestem	32.00
Sorghastrum nutans	Indian Grass	12.00
	Total:	101.50
Temporary Cover		
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	100.00
	Total:	460.00
Forbs		
Asclepias syriaca	Common Milkweed	1.00
Asclepias tuberosa	Butterfly Weed	1.00
Chamaecrista fasciculata	Partridge Pea	10.00
Coreopsis lanceolata	Sand Coreopsis	8.00
Echinacea purpurea	Broad-Leaved Purple Coneflower	8.00
Helianthus helianthoides	False Sunflower	0.25
Monarda fistulosa	Wild Bergamot	0.50
Penstemon digitalis	Foxglove Beard Tongue	1.00
Ratibida pinnata	Yellow Coneflower	4.00
Rudbeckia hirta	Black-Eyed Susan	8.00
Solidago speciosa	Showy Goldenrod	0.50
Symphyotrichum laeve	Smooth Blue Aster	1.00
Symphyotrichum novae-angliae	New England Aster	0.50
	Total:	41.75

Cardno Native Plant Nursery
128 Sunset Drive
Walkerton, Indiana 46574
Phone: 574-586-2412
Fax: 574-586-2718
nurserysales@cardno.com

plant material list (bio-garden)

key	quant.	botanical name	common name	size	comments
CS	10	CORNUS STOLONIFERA	REDTWIG DOGWOOD	3' B.B	60" O.C. SPACING
CF	10	CORNUS SERICEA 'FLAVIRAMEA'	YELLOW TWIG DOGWOOD	3' B.B	60" O.C. SPACING
VT	10	VIBURNUM TRILOBUM 'COMPACTUM'	COMPACT CRANBERRYBUSH VIBURNUM	3' B.B	60" O.C. SPACING
PAH	10	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	#3 CONT.	36" O.C. SPACING
CKF	15	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C. SPACING

planting landscape notes:

GENERAL NOTES:

1) PLANT MATERIALS TO BE INSTALLED ACCORDING TO THE GREEN OAK TOWNSHIP AND CURRENT AMERICAN ASSOCIATION OF NURSERYMEN'S STANDARDS.

2) PLANT MATERIALS TO BE GUARANTEED FOR 2 YEARS. REPLACE FALLING MATERIAL WITHIN 1 YEAR, OR THE NEXT APPROPRIATE PLANTING PERIOD.

3) PLANT MATERIALS TO BE OF PREMIUM QUALITY, NO. 1 GRADE NORTHERN NURSURY GROWN, IN HEALTHY CONDITION, FREE OF PESTS AND DISEASES.

4) MULCH IS TO BE NATURAL COLORED, FINELY SHREDDED HARDWOOD BARK OF 4" THICK BARK MULCH FOR TREES IN 4' DIA. CIRCLE W/3" PULLED AWAY FROM TRUNK, 3" THICK BARK MULCH FOR SHRUBS AND 2" THICK BARK MULCH FOR PERRENIALS.

5) CALL MISS DIG AT 1-800-482-7171 PRIOR TO ANY CONSTRUCTION.

DECIDUOUS & EVERGREEN TREE:

1) TREE SHALL BE INSTALLED SAME RELATIONSHIP TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 6" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.

2) DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.

3) REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSLIGHTLY AND COULD CAUSE GIRDLING.

4) REMOVE TREE STAKES, GUY WIRES AND TREE WRAP AFTER ONE WINTER SEASON.

SHRUB:

1) SHRUB SHALL BE INSTALLED SAME RELATIONSHIP TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 4" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.

2) DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.

3) REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSLIGHTLY AND COULD CAUSE GIRDLING.

landscape maintenance notes:

LANDSCAPE MAINTENANCE PROCEDURES AND FREQUENCIES TO BE FOLLOWED SHALL BE SPECIFIED ON THE LANDSCAPE PLAN, ALONG WITH THE MANNER IN WHICH THE EFFECTIVENESS, HEALTH AND INTENDED FUNCTIONS OF THE VARIOUS LANDSCAPE AREAS ON THE SITE WILL BE ENSURED.

1. LANDSCAPING SHALL BE KEPT IN A NEAT, ORDERLY AND HEALTHY GROWING CONDITION, FREE FROM DEBRIS AND REFUSE.

2. PRUNING SHALL BE MINIMAL AT THE TIME OF INSTALLATION, ONLY TO REMOVE DEAD OR DISEASED BRANCHES. SUBSEQUENT PRUNING SHALL ASSURE PROPER MATURATION OF PLANTS TO ACHIEVE THEIR APPROVED PURPOSE.

3. ALL DEAD OR DISEASED PLANT MATERIAL SHALL BE REMOVED AND REPLACED WITHIN SIX (6) MONTHS AFTER IT DIES OR IN THE NEXT PLANTING SEASON, WHICHEVER OCCURS FIRST. THE PLANTING SEASON FOR DECIDUOUS PLANTS SHALL BE BETWEEN MARCH 15 AND NOVEMBER 15 OR UNTIL THE PREPARED SOIL BECOMES FROZEN. THE PLANTING SEASON FOR EVERGREEN PLANTS SHALL BE BETWEEN MARCH 1 AND JUNE 1. PLANT MATERIAL INSTALLED TO REPLACE DEAD OR DISEASED MATERIAL SHALL BE AS CLOSE AS PRACTICAL TO THE SIZE OF THE MATERIAL IT IS INTENDED TO REPLACE.

lawn area:

SOD LAWN AREAS SHALL BE KENTUCKY BLUE GRASS BLEND GRASS IN A SOD NURSERY ON LOAM SOIL. SOD TO BE INSTALLED ON MINIMUM 4" TOPSOIL.

SEEDED LAWN AREAS SHALL CONSIST OF THE FOLLOWING TYPES AND PROPORTIONS:

5% PERENNIAL RYE GRASS
10% RED FESCUE
25% CHEWINGS FESCUE
60% KENTUCKY BLUE GRASS

SEED MIX SHALL BE APPLIED AT A RATE OF 200 POUNDS PER ACRE AND WEED CONTENT SHALL NOT EXCEED 1%. SEED. PROVIDE A MINIMUM 4" TOP SOIL ON ALL SEEDED LAWN AREA

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Community Land Planner and registered Landscape Architect
24333 Orchard Lake Rd, Suite G
Farmington Hills, MI 48336
ph. (248) 557-5588
fax. (248) 557-5416

seal:

STATE OF MICHIGAN FELINO A. PASCUAL LANDSCAPE ARCHITECT No. 1433 REGISTERED LANDSCAPE ARCHITECT

client:
Our Shepherd Lutheran Church
2225 14 Mile Rd
Birmingham, Michigan

project:
Our Shepherd Lutheran Church

project location:
City of Birmingham, Michigan
14 Mile Road

sheet title:
BIO-GARDEN PLANTING DETAIL

job no./issue/revision date:
LS21.073.05 review 5-13-2021
LS21.073.10 review 11-12-2021
LS22.010.01 city 1-31-2022

drawn by:
JP, DK, HP
checked by:
FP
date:
1-2-2022

notice:
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project no:
LS22.010.01

sheet no:
LS-3 of 3

Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Lamp	Light Loss Factor
	B1	9	BEGA Converted by LUMCat V 18.04.2017 / M.S.	84063K3	LED	0.9
	P1	4	Lithonia Lighting	DSX0 LED 40K MVOLT	LED	0.9
	P2	16	Lithonia Lighting	DSX0 LED 40K MVOLT	LED	0.9
	P3	4	Lithonia Lighting	DSX0 LED 40K MVOLT	LED	0.9
	P4	2	Lithonia Lighting	DSX0 LED 40K MVOLT	LED	0.9
	W1	3	Lithonia Lighting	WDGE2 LED 40K 80CRI	LED	0.9
	W2	2	Lithonia Lighting	WDGE1 LED 40K 80CRI	LED	0.9
	C1	18	Lithonia Lighting	LDN6 LO6AR LSS	LED	0.9
	S1	14	Hydrel	4750L 4FT 2000LMF 50K WWD	LED	1

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Grade @ 0'	+	0.6 fc	26.7 fc	0.0 fc	N/A	N/A	0.0:1
MAIN PARKING AND DRIVES	✳	2.3 fc	10.7 fc	0.4 fc	26.8:1	5.8:1	0.2:1
PROPERTY LINE	+	0.1 fc	0.9 fc	0.0 fc	N/A	N/A	0.1:1
Front Drive	✳	3.9 fc	5.5 fc	0.8 fc	6.9:1	4.9:1	0.7:1

General Note

1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"
3. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

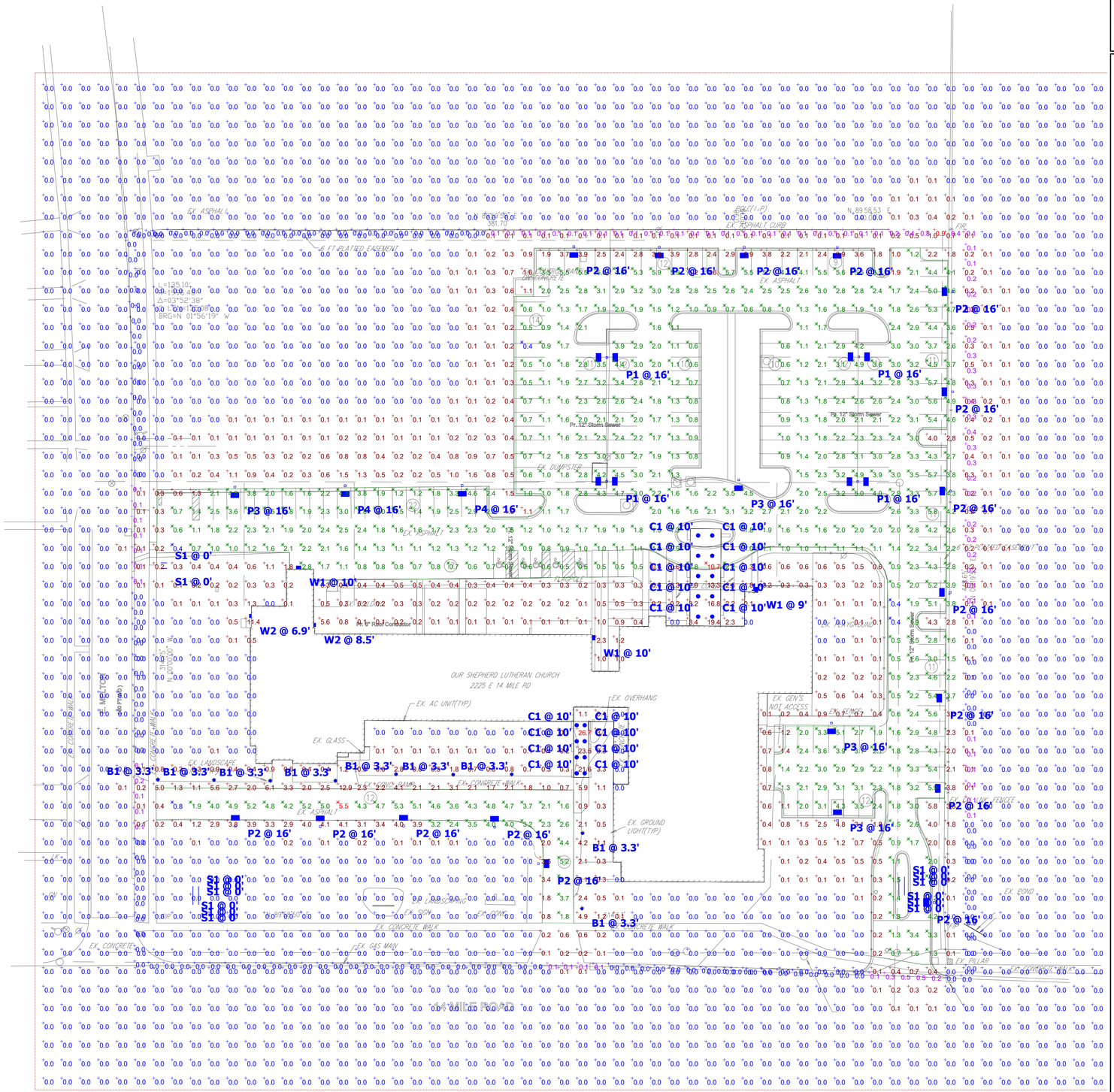
THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.



Plan View
Scale - 1" = 35ft

OUR SHEPHERD LUTHERAN CHURCH
PHOTOMETRIC PLAN
PREPARED FOR: SUJAK ENGINEERING
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
DS
Date
10/12/2021
REV. 11/2/21
Scale
Not to Scale
Drawing No.
#21-67602 V3

D-Series Size 0
LED Area Luminaire

d^series

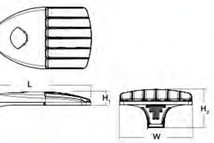
Catalog Number
Notes
Type

Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Specifications

EPA: 0.95 ft² (.09 m²)
Length: 26" (660 mm)
Width: 13" (330 mm)
Height,1: 3" (7.62 cm)
Height,2: 7" (17.8 cm)
Weight (max): 16 lbs (7.25 kg)



Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** P1 P4[1] P7[1] P2 P5 P3 P6 **Rotated optics** P10[1] P12[1] P11[1] P13[1,2]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short[1] T5S Type V short[1] T5M Type V medium[1] T5W Type V wide[1] BLC Backlight control[3] LCCO Left corner cutoff[3] RCCO Right corner cutoff[3]	MVOLT[3,4] 120[5] 208[5] 240[5] 277[5] 347[5] 480[5]	**Shipped included** SPA Square pole mounting RPA Round pole mounting WBA Wall bracket[1] SPUMBA Square pole universal mounting adaptor[6] RPUMBA Round pole universal mounting adaptor[6] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[7]

Control options	Other options	Finish
Shipped installed NLTAIR2 nLight AIR generation 2 enabled[8,9] PIRHN Network, high/low motion/ambient sensor[10] PER NEMA twist-lock receptacle only (control ordered separately)[11] PER5 Five-pin receptacle only (control ordered separately)[11] PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separately)[11,12] DMG 0-10V dimming extend out back of housing for external control (control ordered separately)[11]	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc[10,13] PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc[10,13] PIRH1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[10,13,14] PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[10,13,14] FAO Field adjustable output[15] **Shipped separately** BS Bird spikes[16] EGS External glare shield	**Shipped installed** HS House-side shield[16] SF Single fuse (120, 277, 347V)[5] DF Double fuse (208, 240, 480V)[5] L90 Left rotated optics[7] R90 Right rotated optics[7] DDL Diffused drop lens[16] HA -50°C ambient operation[1] **Shipped separately** BS Bird spikes[16] EGS External glare shield
		DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

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WDGE2 LED
Architectural Wall Sconce

Catalog Number
Notes
Type

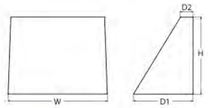
Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing a true site-wide solution. Embedded with nLight® AIR wireless controls, the WDGE family provides additional energy savings and code compliance.

WDGE2 delivers up to 6,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. When combined with multiple integrated emergency battery backup options, including an 18W cold temperature option, the WDGE2 becomes the ideal wall-mounted lighting solution for pedestrian scale applications in any environment.

Specifications

Depth (D1): 7"
Depth (D2): 1.5"
Height: 9"
Width: 11.5"
Weight (without options): 13.5 lbs



WDGE LED Family Overview

Luminaire	Standard EM, 0°C	Cold EM, -20°C	Sensor	Lumens (4000K)					
				P1	P2	P3	P4	P5	P6
WDGE1 LED	4W	--	--	1,200	2,000	--	--	--	--
WDGE2 LED	10W	18W	Standalone / nLight	1,200	2,000	3,000	4,500	6,000	--
WDGE3 LED	15W	18W	Standalone / nLight	2,500	8,500	10,000	12,000	--	--
WDGE4 LED	--	--	Standalone / nLight	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE2 LED P3 40K 80CRI VF MVOLT SRM DDBXD

Series	Package	Color Temperature	CRI	Distribution	Voltage	Mounting
WDGE2 LED	P1 P1SW P2[1] P2SW P3[1] P3SW P4[1] Dove with small window (DWS) is required to accommodate sensors. See page 2 for more details. P5[1]	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K[2] 5000K	80CRI 90CRI	VF Visual comfort forward throw VW Visual comfort wide	MVOLT 347[3] 480[3]	**Shipped included** SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only)[4] **Shipped separately** AWS 3/8inch Architectural wall spacer BBW Surface-mounted back box PBBW Premium surface-mounted back box (top, left, right conduit entry)

Options		Finish
E4WH Emergency battery backup, CEC compliant (4W, 0°C min) E20WH Emergency battery backup, CEC compliant (10W, 5°C min) E20WC Emergency battery backup, CEC compliant (10W, -20°C min) PE[1] Photocell, Button Type DS[1] Dual switching (comes with 2 drivers and 2 light engines, see page 3 for details) DMG[1] 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) BCE Blank conduit entry for premium back box (PBBW). Total of 4 entry points.	**Standalone Sensors/Controls** Only available with P1SW, P2SW & P3SW) PIR Bi-level (100%/35%) motion sensor for 8-15' mounting heights. Intended for use on switched circuits with external dusk to dawn switching. PIRH Bi-level (100%/35%) motion sensor for 15-30' mounting heights. Intended for use on switched circuits with external dusk to dawn switching. PIR1FC3V Bi-level (100%/35%) motion sensor for 8-15' mounting heights with photocell pre-programmed for dusk to dawn operation. PIRH1FC3V Bi-level (100%/35%) motion sensor for 15-30' mounting heights with photocell pre-programmed for dusk to dawn operation. **Networked Sensors/Controls** Only available with P1SW, P2SW & P3SW) NLTAIR2 PIR nLight AIR Wireless enabled bi-level motion/ambient sensor for 8-15' mounting heights. NLTAIR2 PIRH nLight AIR Wireless enabled bi-level motion/ambient sensor for 15-30' mounting heights. See page 4 for out of box functionality	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Sandstone DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

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WDGE1 LED
Architectural Wall Sconce

Catalog Number
Notes
Type

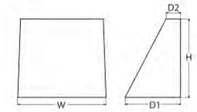
Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing true site-wide solution.

WDGE1 delivers up to 2,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. The compact size of WDGE1, with its integrated emergency battery backup option, makes it an ideal over-the-door wall-mounted lighting solution.

Specifications

Depth (D1): 5.5"
Depth (D2): 1.5"
Height: 8"
Width: 9"
Weight (without options): 9 lbs



WDGE LED Family Overview

Luminaire	Standard EM, 0°C	Cold EM, -20°C	Sensor	Lumens (4000K)					
				P1	P2	P3	P4	P5	P6
WDGE1 LED	4W	--	--	1,200	2,000	--	--	--	--
WDGE2 LED	10W	18W	Standalone / nLight	1,200	2,000	3,000	4,500	6,000	--
WDGE3 LED	15W	18W	Standalone / nLight	7,500	8,500	10,000	12,000	--	--
WDGE4 LED	--	--	Standalone / nLight	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE1 LED P2 40K 80CRI VF MVOLT SRM PE DDBXD

Series	Package	Color Temperature	CRI	Distribution	Voltage	Mounting
WDGE1 LED	P1 P2	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K[1] 5000K	80CRI 90CRI	VF Visual comfort forward throw VW Visual comfort wide	MVOLT 347[2]	**Shipped included** SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only)[3] **Shipped separately** AWS 3/8inch Architectural wall spacer BBW Surface-mounted back box PBBW Premium surface-mounted back box (top, left, right conduit entry)

Options	Finish
E4WH[1] Emergency battery backup, CEC compliant (4W, 0°C min) PE[1] Photocell, Button Type DS Dual switching (comes with 2 drivers and 2 light engines, see page 3 for details) DMG 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) BCE Blank conduit entry for premium back box (PBBW). Total of 4 entry points.	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Sandstone DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

Accessories
Ordered and shipped separately.

WDGE4VS DDBXD U — WDGE 3/8inch Architectural Wall Spacer (specify finish)
WDGE PBBW DDBXD U — WDGE1 Premium surface-mounted back box (specify finish)
WBBW DDBXD U — Surface-mounted back box (specify finish)

NOTES
1 50K not available in 90CRI
2 347V not available with E4WH, DS or PE.
3 E4WH not available with PE or DS.
4 PE not available with DS.
5 Not qualified for DLC. Not available with E4WH.

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LITHONIA LIGHTING

Catalog Number
Notes
Type

LDN6

6" Open and WallWash LED
Non-IC
New Construction Downlight

FEATURES & SPECIFICATIONS

INTENDED USE — Typical applications include corridors, lobbies, conference rooms and private offices.
CONSTRUCTION — Galvanized steel mounting/plaster frame; galvanized steel junction box with bottom-hinged access covers and spring latches. Reflectors are retained by torsion springs.
Vertically adjustable mounting brackets with commercial bar hangers provide 3-3/4" total adjustment. Two combination ½"-3/4" and four ½" knockouts for straight-through conduit runs. Capacity: 8 (4 in, 4 out). No. 12 AWG conductors, rated for 90°C.
Accommodates 12"-24" joist spacing.
Passive cooling thermal management for 25°C standard; high ambient (40°C) option available. Light engine and drivers are accessible from above or below ceiling.
Max ceiling thickness 1-1/2".
OPTICS — LEDs are binned to a 3-step SDCM; 80 CRI minimum. 90 CRI optional.
LED light source concealed with diffusing optical lens.
General illumination lighting with 1.0 S/MH and 55° cutoff to source and source image.
Self-flanged anodized reflectors in specular, semi-specular, or matte diffuse finishes. Also available in white and black painted reflectors.
ELECTRICAL — Multi-volt (120-277V, 50/60Hz) 0-10V dimming drivers mounted to junction box. 10% or 1% minimum dimming level available.
0-10V dimming fixture requires two (2) additional low-voltage wires to be pulled.
70% lumen maintenance at 60,000 hours.
LISTINGS — Certified to US and Canadian safety standards. Wet location standard (covered ceiling). IP55 rated. ENERGY STAR® certified product.
WARRANTY — 5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions
Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

6+ Capable options indicated by this color background.

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: LDN6 35/15 L06AR LSS MVOLT EZ10

LDN6 Series	Color temperature	Lumens[1]	Aperture/Trim Color	Finish	Voltage
LDN6 6" round	27/ 2700K 30/ 3000K 35/ 3500K 40/ 4000K 50/ 5000K	05 500 lumens 07 750 lumens 10 1000 lumens 15 1500 lumens 20 2000 lumens 25 2500 lumens 30 3000 lumens 40 4000 lumens 50 5000 lumens	L06 Downlight LW6 Wallwash AR Clear WR[2] White BR[2] Black	LSS Semi-specular LD Matte diffuse LS Specular	MVOLT Multi-volt 120 120V 277 277V 347[3] 347V

Driver	Options		
G210 0-10V driver dims to 10% G21 0-10V driver dims to 1% D10 Minimum dimming 10% driver for use with AOT D1 Minimum dimming 1% driver for use with AOT EZ10 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 10% EZ1 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 1% EDA5 eldoLED DALI SOLODRIVE dim to dark	SF[4] Single fuse TRIM[1] White painted flange TRBL[1] Black painted flange EL[5] Emergency battery pack with integral test switch. 10W Constant Power. Not Certified in CA Title 20 MAEDBS ELR[6] Emergency battery pack with remote test switch. 10W Constant Power. Not Certified in CA Title 20 MAEDBS ELSD[1] Emergency battery pack with self-diagnostics, integral test switch. 10W Constant Power. Not Certified in CA Title 20 MAEDBS ELRSD[1] Emergency battery pack with self-diagnostics, remote test switch. 10W Constant Power. Not Certified in CA Title 20 MAEDBS E10WCP[6] Emergency battery pack, 10W Constant Power with integral test switch. Certified in CA Title 20 MAEDB E10WCPR[6] Emergency battery pack, 10W Constant Power with remote test switch. Certified in CA Title 20 MAEDB NPP16D[7] nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (G210, G21). NPP16DER[7] nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (G210, G21). ER controls fixtures on emergency circuit.	HBD[1] nLight® Lumen Compensation IOT[1] Wireless room control with "Just One Touch" pairing NPS80EZ[7] nLight® dimming pack controls 0-10V eldoLED drivers (EZ10, EZ1) NPS80EZER[7] nLight® dimming pack controls 0-10V eldoLED drivers (EZ10, EZ1). ER controls fixtures on emergency circuit. HGO[1,10] High ambient option CP[11] Chicago Plenum RTL___ RELOC® ready luminaire connectors enable a simple and consistent factory installed option across all ABL luminaire brands. Available only in RR A, RR B, RR AL, and RR LC125. Refer to RR spec sheet on www.acuitybrands.com for the RELOC product specifications. nLight® Air enabled NLTAIR2[12,13] nLight® AIR Dimming Pack Wireless Controls. Controls fixtures on emergency circuit, not available with battery pack options. NLTAIREM2[12,13] nLight® AIR Dimming Pack Wireless Controls. 0/10V Emergency Operation, via power interrupt detection. Available with battery pack options. U5POM U5 point of manufacture 90CRI High CRI (90+)	

Accessories: Order as separate catalog number.

PS1055CP EMC Power Sentry battery pack. T20 compliant, field installable. 10w constant power
EAC 0S5M 375 Compact interruptible emergency AC power system
EAC 0S5M 125 Compact interruptible emergency AC power system
GRA6B IZ Oversized trim ring with 8" outside diameter[1]

Notes
1 Overall height varies based on lumen package, refer to dimensional chart on page 3.
2 Not available with finishes.
3 Not available with emergency options.
4 Must specify voltage: 120V or 277V.
5 Available with clear (AR) reflector only.
6 12.5" of plenum depth or tap access required for battery pack maintenance.
7 Specify voltage. ER for use with generator supply EM power. Will require an emergency hot feed and normal hot feed.
8 Fixture begins at 80% light level. Must be specified with NPS80EZ or NPS80EZER. Only available with E210 and E21 drivers.
9 Not available with CP. NPS80EZ, NPS80EZER, NPP16D, NPP16DER or HBD options.
10 NLTAIR2, NLTAIREM2 not recommended for metal ceiling installations.
11 Fixture height is 6.5" for all lumen packages with HGO.
12 Must specify voltage for 3000lm and above. 5000lm with market spacing (H) x (H) is 14 ft x 14 ft. Not available with emergency battery pack option.
13 Must specify D10 or D1 driver. Not available with nLight options. Not available with CP. Not recommended for metal ceiling installations. Not for use with emergency backup power systems other than battery packs.

LED bollards - rotationally symmetrical light distribution

BEGA

Application
LED bollards with rotationally symmetrical light distribution designed to provide glare-free illumination perfect for squares, pathways and entrances. Provided with mounting system that allows the luminaire to be adjusted independent of anchor bolt orientation.

Materials
Luminaire housing and posts constructed of die-cast and extruded marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy
Clear safety glass
Reflector made of pure anodized aluminum.
Silicone applied robotically to casting, plasma treated for increased adhesion
High temperature silicone gasket
Mechanically captive stainless steel fasteners
Anchorage constructed of galvanized steel
NRTL listed to North American Standards, suitable for wet locations
Protection class IP 65
Weight: 23.8 lbs

Electrical
Operating voltage 120-277V AC
Minimum start temperature -30° C
LED module wattage 19.4 W
System wattage 23.0 W
Controllability 0-10V, TRIAC, and ELV dimmable
Color rendering index Ra > 80
Luminaire lumens 1,371 lumens (3000K)
Lifetime at Ta = 15° C 286,000 h (L70)
Lifetime at Ta = 30° C 117,000 h (L70)

LED color temperature
4000K - Product number + **K4**
3500K - Product number + **K35**
3000K - Product number + **K3**
2700K - Product number + **K27**
BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires – see website for details

Finish
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.
Available colors: Black (BLK), Bronze (BRZ), White (WHT), Silver (SLV), RAL:, CUS:

Type:
BEGA Product:
Project:
Modified:

Bollard - rotationally symmetrical

	LED	A	D	Aluminum
84063	19.4 W	8 in	38 in	79817

BEGA · 1000 BEGA Way, Carpinteria, CA 93013 · (805) 684-0533 · info@bega-us.com
Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
© copyright BEGA, 03/18
Updated 03/19

HYDREL

DATE/TIME:
NAME:
NOTE:
TYPE:

4750L STATIC WHITE
Linear

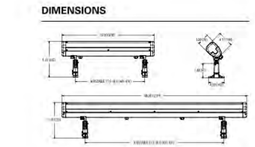
Specifications
Weight: 4' 17.5lbs
2' 12.5lbs

HIGHLIGHTS

- The The 4750L delivers industry leading durability, performance and lumen output
- Superior water resistance IP67 with Hydrel "Flow-Thru" technology, water flows around the independently sealed integral driver module and sealed LED module
- Aiming integrity with a fully adjustable and rugged knuckle design using Taper-Lock technology
- Long life in the most demanding environments with low copper content housing materials, stainless steel fasteners, and durable powder coat finish options for Coastal Regions and Natrations
- 3G vibration rated per ANCI C136.31

5 YEAR WARRANTY
LED
IP67
DLC
Buy American

DIMENSIONS

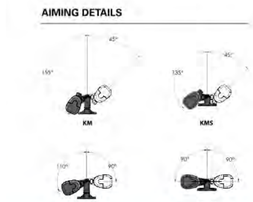


LUMEN PACKAGES

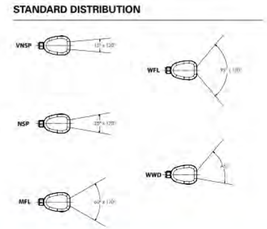
	VNSP	NSP	MFL	WFL	WWD
Delivered Lumens	6491	6446	7200	7286	6592
Watts	64	64	64	64	64
LPW	102	104	113	114	103
Peak Candela	7650	5961	4242	2683	3998

Note: Information based on 4000K @ 2000LMF on 4FT fixture

AIMING DETAILS



STANDARD DISTRIBUTION



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OUR SHEPHERD LUTHERAN CHURCH
PHOTOMETRIC PLAN
PREPARED FOR: SUJAK ENGINEERING ASSOCIATES
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
DS
Date
10/12/2021
REV. 11/2/21
Scale
Not to Scale
Drawing No.
#21-67602 V3

MEMORANDUM

Planning Division

DATE: March 23, 2022

TO: Planning Board Members

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 2225 E. 14 Mile – Our Shepherd Lutheran Church – Special Land Use Permit, Final Site Plan & Design Review

Introduction

The subject site, 2225 E. 14 Mile, is located at the southeastern boundary of Birmingham in the R2 (Single-Family Residential) zoning district. Presently, the 5.3-acre parcel contains a large 35,000 sq. ft. church building, a parking lot with roughly 224 off-street parking spaces, landscaping, and signage. The site is directly adjacent to the Clover Hill Park Cemetery to the east and the Eton Academy to the north. The current use as a religious institution is permitted as a Special Land Use in the R2 zone.

The applicant is proposing renovations of the existing parking facility, the installation of 2 new covered entries, a new dumpster enclosure, and four new signs. No other changes are proposed to the building façade or site.

1.0 Land Use and Zoning

1. Existing Land Use – The existing land use is single-family residential, and is currently used as a religious institution.

2. Zoning – The subject site exists within the R2 (Single-Family Residential) zoning district.

3. Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Single-Family Residential	N/A	Single-Family Residential	Single-Family Residential, Office
Existing Zoning District	R2 (Single-Family Residential)	N/A	R2 (Single-Family Residential)	R2 (Single-Family Residential), O1 (Office)
Overlay Zoning District	N/A	N/A	N/A	N/A

2.0 Setback and Height Requirements

The attached zoning compliance summary analysis provides the required and proposed bulk, area, and placement regulations for the proposed project. There are no bulk, area and placement issues with the proposed Special Land Use, Final Site Plan and Design Review application submitted.

3.0 Screening and Landscaping

1. Dumpster Screening – The applicant is proposing a new dumpster enclosure as a part of the parking lot renovations. The proposed enclosure is constructed of capped masonry and wood gates. The proposed height of the screen wall is roughly 7 ft. in height. Article 4, Section 4.54 (C)(7) requires a 6 ft. masonry screen wall in business, office and multifamily districts only. However, the applicant appears to be meeting the purpose of Section 4.54 in providing the barrier to contain visual disarray, debris and other factors detrimental to the health, safety and welfare of the community.

2. Parking Lot Screening – Article 4, Section 4.54 requires a 32 in. capped masonry screen wall along the side or rear line of any parking facility which immediately adjoins the side line of property zoned to a residential district provided that the screen wall along the side of a parking facility located in the parking district shall not extend further than the front setback area of the abutting residential district.

   In addition, screen walls are required along the front or side of any parking facility that abuts a street. When the property being utilized for the parking facility is zoned residential, the screen wall shall be placed along the setback line.

   At this time, the applicant has not proposed any screen wall material in any of the locations required by Section 4.54. Currently, fencing exists on the east side of the property adjacent to the Clover Hill Park Cemetery, which consists of ordinary chain-link and some decorative fencing. There are certain aspects of the landscaping proposed that could cover a portion of the required screening, but it did not appear to be the applicant's intent to do so. **The applicant will be required to submit revised site plans with parking lot screening that meets the requirements of Section 4.54, or obtain a variance from the Board of Zoning Appeals.**

3. Mechanical Equipment Screening – There are no new ground mounted of rooftop mechanical units proposed as a part of the application submitted.

4. Landscaping – Article 7, Section 7.37 (A) states that the City Commission may impose any or all of the following conditions of approval:

1. Conditions to ensure that public services and facilities affected by the proposed land use will be capable of accommodating increased service and facility loads caused by the land use.
2. Conditions to protect the natural environment and conserve natural resources and energy.
3. Conditions to ensure compatibility with adjacent uses of land and to promote the use of land in a socially and economically desirable manner.
4. Any other condition which the City Commission deems necessary to meet the standards established in subsection (A) of this section.

Pursuant to Section 7.37 above, the Planning Division requested that the applicant comply with the Landscaping Standards in Article 4, Section 4.20 for the parking lot renovations within the R2 zoning district. Section 4.20 requires Parking lots greater than 7,500 square feet to meet the following interior landscaping requirements:

1. Within the parking lot, there shall be interior landscaping areas that total not less than 5% of the total parking lot interior area.
2. Each interior planting area shall be at least 150 square feet in size, and not less than 8 feet in any single dimension.
3. There shall be at least one canopy tree for each 150 square feet or fraction thereof of interior planting area required.
4. The interior planting areas shall be located in a manner that breaks up the expanse of paving throughout the parking lot interior.

The applicant has submitted a detailed landscaping plan that detail the location and planting types for all new landscaping proposed in the 78,361 sq. ft. off-street parking facility. In order to meet the landscaping requirements of Section 4.20, the applicant would be required to provide 3,918 sq. ft. of landscaped area (5%). Although the applicant did not include the proposed bio-garden within the square footage of their proposed interior landscaping, the Planning Division considers it as such due to its close proximity and the integral infrastructure function it performs for the parking facility. Thus, the applicant has proposed a total of roughly 17,522 sq. ft. of landscaping (22.4%, 13,633 bio-garden & 3,889 planting islands). Each of the landscaped areas is greater than 150 sq. ft. and measures not less than 8 ft. in any dimension.

Additionally, the applicant is required to provide 26 canopy trees total within the interior planting areas. 26 canopy trees have been provided on the landscaping plans proposed, and an additional 10 trees are proposed across the site. Each tree proposed appears to meet the maturity requirements at the time of planting.

A review of the plant lists provided on sheets LS-1, LS-2 and LS-3 indicate that the majority of the plantings proposed are permitted, and a majority of the plantings are native. However, the 21 Euonymus Altus (Burning Bush) plantings proposed at the southeast corner of the property are prohibited per

Section 4.20 (D)(4) of the Zoning Ordinance. **The applicant must submit revised landscaping plans replacing the prohibited Burning Bush Plantings with a permitted species**. The applicant is encouraged to consider evergreen arborvitae plantings to provide screening as described in the above parking lot screening section.

5. Streetscape – In terms of the streetscape, there are presently 9 street trees on Melton, and 8 street trees on 14 Mile. Article 4, Section 4.20 (G) requires at least 1 street tree for each 40 linear feet of frontage. The Staff Arborist may waive this requirement if there is not adequate green space in the right-of-way to support such trees. The following table outlines the street tree requirements for the site:

Street	Frontage (ft.)	Required	Proposed
Melton	450	11	9
14 Mile	515	13	10

In the landscaping plans submitted, it appears as though the applicant is considering several trees that are on private property as street trees, which is not permitted. At this time, the proposal is deficient by 5 street trees. **The applicant must submit revised site plans with the required street trees on Melton and 14 Mile, obtain a variance from the Board of Zoning Appeals, or obtain a waiver from the Staff Arborist.**

At this time, it is worth noting that the Planning Division has discussed the street tree requirements with the Staff Arborist, who is willing to work with the applicant to inspect the existing trees and the streetscape conditions to determine if there is any space for new trees based on the species and maturity of existing trees.

4.0 Parking, Loading and Circulation

1. Parking – As noted above, the existing parking facility contains roughly 224 off-street parking spaces. The applicant is not proposing any changes to the building or required parking, which is based on the number of seats within the religious institution:

Use	Calculation	Required	Proposed
Religious Institution	1 space for each 6 seats	94	200

With 563 seats available, the applicant exceeds the required 94 off-street parking spaces. The proposed 200 off-street parking spaces include 7 barrier-free spaces. Additionally, the 200 parking spaces proposed appear to meet the minimum 180 sq. ft. requirement.

2. Loading – The religious institution use category does not require any off-street loading facilities; thus none are proposed.

3. Vehicular Circulation and Access – Vehicular circulation and access will remain the same with two drive aisles locates along 14 Mile and two along Melton.

4. Pedestrian Circulation and Access – Pedestrian access to the site will remain as is existing. The site currently contains a public sidewalk along 14 Mile and Melton, and contains interior sidewalks that access the building. Additionally, the applicant appears to be proposing a walkway within the large central landscaping island that will offer patrons a protected area to walk.

5.0 Lighting

The applicant has submitted detailed specifications and a photometric plan for the proposed lighting for the development. The lighting plan consists of the following luminaires:

Luminaire Type	Location	Qty.	Manufacturer
Area Luminaires	Parking lot areas	26	Lithonia Lighting
LED Bollards	Front parking area	9	BEGA
Recessed Downlights	Covered entries (front & Rear)	18	Lithonia Lighting
Wall Sconces	Rear of building	5	Lithonia Lighting
Linear Highlights	Adjacent to new signage	14	Hydrel

Article 4, Section 4.21 (D) requires all proposed luminaires to be fully cut-off and positioned in a manner that does not unreasonably invade abutting or adjacent properties. Each luminaire proposed appears to be fully cut-off as defined by Article 9, Section 9.02 of the Zoning Ordinance with the exception of the linear highlights, which would appear to be directed upwards towards the signs in which they are proposed to illuminate. Exception to cutoff luminaries can be made at the discretion of the Planning Board under any of the following conditions:

a. The distribution of upward light is controlled by means of refractors or shielding to the effect that it be used solely for the purpose of decorative enhancement of the luminaire itself and does not expel undue ambient light into the nighttime environment.
b. The luminaire is neither obtrusive nor distracting, nor will it create a traffic hazard or otherwise adversely impact public safety, with appropriate methods used to eliminate undesirable glare and/or reflections.
c. The luminaire is consistent with the intent of the Master Plan, Urban Design Plan(s), Triangle district plan, Rail District plan and/or Downtown Birmingham 2016 Report, as applicable.
d. The scale, color, design or material of the luminaire will enhance the site on which it is located, as well as be compatible with the surrounding buildings or neighborhood.
e. Lighting designed for architectural enhancement of building features (i.e. architectural enhancement lighting). Appropriate methods shall be used to minimize reflection and glare.
f. The site lighting meets all requirements set forth in this ordinance including, but not limited to, light trespass and nuisance violations.

Furthermore, Section 4.21 (E) states that the intensity of light on a site shall not exceed six-tenths (0.6) maintained foot-candles at any property line that abuts a single-family residential zoned property or one and one half (1.5) maintained foot-candles at any property line for any other zoned property. The light intensity shall be measured at 6 ft. above ground level on a vertical plane. The photometric plan submitted shows illuminance levels that do not exceed the requirements of the Zoning Ordinance across the majority of the site. However, the area luminaires proposed along the east side of the property exceed the light intensity requirements at the property line with figures as high as 4.9 maintained foot-candles. In addition, the notes section on the photometric plan suggest that the calculations were provided at 0 ft. as opposed to the 6 ft. required. **The applicant must submit a revised photometric plan with light intensity calculations shown at 6 ft. above ground level and maintained foot-candles at 0.6 or below at the eastern property line.**

In addition to light intensity at the property lines, the applicant is required to provide a minimum light intensity for the parking facility of a minimum of 0.2 foot-candles. The photometric plan provided shows the entirety of the parking facility above 0.2 foot-candles, thus meeting the requirement. An additional requirement for parking lot lighting is a requirement that the maximum height for pole mounted luminaries, including a base or pedestal and pole, measured from ground level to the highest point on the luminaries shall be 13 ft. for parking lots adjacent to residential properties. **The applicant must submit revised photometric plans indicating the height of the proposed area luminaires.**

Finally, Article 4, Section 4.21 (E)(3) states that the lighting under vehicular canopies shall have a maximum point of illuminance of ten (10) maintained foot-candles measured on a horizontal plane at ground level. The photometric plan provided indicates a light intensity exceeding 10 maintained foot-candles at the new covered entries. Thus, **the applicant must submit a revised photometric plan indicating a light intensity of no greater than 10 maintained foot-candles beneath the covered entries.**

6.0 Departmental Reports

1. Engineering Division – Please see the attached Engineering Division comments dated March 7, 2022.

2. Department of Public Services – The Department of Public Services (DPS) has stated that they do not feel as though it is appropriate to consider private trees as a part of the street tree requirements. In addition, the DPS has indicated that they would be willing to work with the applicant to analyze the street tree conditions and provide new trees where conditions permit.

3. Fire Department – The Fire Department has no concerns at this time.

4. Police Department – The Police Department has no concerns at this time.

5. Building Division – Please see the attached Building Division comments dated March 4, 2022.

6. Parking Manager – The Parking Manager has no concerns at this time.

7.0 Design Review

As noted above, the applicant is proposing minimal changes to the building itself. At this time, the applicant is proposing two changes requiring Design Review, which are the two new covered entries and 4 new signs.

The proposed covered entries are located at the main entrances at the front and rear of the building. The front entry projects 36.5 ft. from the building and covers a walkway into the building. The rear entry projects 63.5 ft. from the building, and includes an area for vehicles to drop off patrons for service. The covered entries are proposed to be constructed of brick, asphalt shingles, metal fascia at the roofline, and a stone cap. The peak of the covered entry in the front is roughly 22 ft., and contains an aluminum cross that projects an additional roughly 4 ft. above the peak. The rear covered entry contains a flat roof and measures 15 ft. in height. Additionally, there is a freestanding metal cross located on the west side of the rear covered entry.

Signage

As far as signage, three of the proposed signs are ground signs, while the fourth is a name letter sign proposed on a column of the rear covered entry. Article 1, Table D of the Sign Ordinance permits religious institutions to have one sign at 20 sq. ft. or less if less than 500 ft. from occupied residential dwellings, or 40 square feet if more than 500 ft. from occupied residential dwellings.

The signs as designed will be attached to a new structure that is composed of brick and stone to match the principal building. At this time the Planning Division is assuming the signs to be double sided, although it is unclear in the sign plan submitted.

Sign Type	Location	Area (sq. ft.)
Ground Sign (Sign Type A)	Entry @ SE corner	40
Ground Sign (Sign Type A)	Corner of 14 Mile & Melton	40
Ground Sign (Sigh Type B)	Drive aisle on Melton	12
Name Letter Sign	Rear covered entry	12

Due to the number of signs, which exceeds the one sign permitted, the applicant also does not meet the distance requirements to obtain the larger signage area allowance. However, the total area of the signs as proposed far exceeds 40 sq. ft. at 104 sq. ft. proposed. In addition, there appears to be at least one existing sign in the lawn area in front of the building along 14 Mile, and it is unclear as to what is proposed for the existing sign. In summation, **the applicant must submit revised sign plans that meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning Appeals.**

8.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	☒	☐	☐
Detailed and Scaled Site Plan	☒	☐	☐
Certified Land Survey	☒	☐	☐
Interior Floor Plans	☐	☐	☒
Landscape Plan	☒	☐	☐
Photometric Plan	☒	☐	☐
Colored Elevations	☒	☐	☐
Material Specification Sheets	☐	☐	☐
Material Samples	☐	☐	☒
Site & Aerial Photographs	☒	☐	☐

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 plan submitted, the Planning Division finds that the proposed Final Site Plan meets the requirements of Article 7, section 7.27 of the Zoning Ordinance and recommends that the Planning Board recommend **APPROVAL** of the Final Site Plan and Design Review for 2225 E. 14 Mile – Our Shepherd – to the City Commission with the following conditions:

1. The applicant must submit revised site plans with parking lot screening that meets the requirements of Section 4.54, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must submit revised landscaping plans replacing the prohibited Burning Bush Plantings with a permitted species.
3. The applicant must submit revised site plans with the required street trees on Melton and 14 Mile, obtain a variance from the Board of Zoning Appeals, or obtain a waiver from the Staff Arborist.
4. The applicant must submit revised photometric plans that meet the requirements of Article 4, Section 4.21 of the Zoning Ordinance;
5. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning Appeals; and
6. The applicant must comply with the requests of all City Departments.

AND

The Planning Division finds that the proposed Final Site Plan and the Religious Institution use meets the requirements of Article 7, Section 2.26 of the Zoning Ordinance and recommends that the Planning Board recommend **APPROVAL** of the Special Land Use Permit for 2225 E. 14 Mile – Our Shepherd – to the City Commission subject to the conditions of Final Site Plan approval.

11.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan and Design Review for 2225 E. 14 Mile – Our Shepherd – subject to the following conditions:

1. The applicant must submit revised site plans with parking lot screening that meets the requirements of Section 4.54, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must submit revised landscaping plans replacing the prohibited Burning Bush Plantings with a permitted species.
3. The applicant must submit revised site plans with the required street trees on Melton and 14 Mile, obtain a variance from the Board of Zoning Appeals, or obtain a waiver from the Staff Arborist.
4. The applicant must submit revised photometric plans that meet the requirements of Article 4, Section 4.21 of the Zoning Ordinance;
5. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning Appeals; and
6. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan and Design Review for 2225 E. 14 Mile – Our Shepherd – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend **DENIAL** to the City Commission the Final Site Plan and Design Review for 2225 E. 14 Mile – Our Shepherd – for the following reasons:

1. _____
2. _____
3. _____

12.0 Sample Motion Language (*Special Land Use Permit*)

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit for 2225 E. 14 Mile – Our Shepherd – subject to the conditions of Final Site Plan approval.

OR

Motion to **POSTPONE** the Special Land Use Permit for 2225 E. 14 Mile – Our Shepherd – pending receipt of the following:

1. _____
2. _____
3. _____

Motion to recommend **DENIAL** to the City Commission the Special Land Use Permit for 2225 E. 14 Mile – Our Shepherd – for the following reasons:

1. _____
2. _____
3. _____

Zoning Compliance Summary Sheet
Special Land Use Permit, Final Site Plan and Design Review
2225 E. 14 Mile – Our Shepherd

Existing Site: Religious Institution and associated parking facility

Zoning: R2 (Single-Family Residential)

Land Use: Institutional/Special Land Use

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Single-Family Residential	N/A	Single-Family Residential	Single-Family Residential, Office
Existing Zoning District	R2 (Single-Family Residential)	N/A	R2 (Single-Family Residential)	R2 (Single-Family Residential), O1 (Office)
Overlay Zoning District	N/A	N/A	N/A	N/A

Land Area: Existing: 5.3 ac
Proposed: 5.3 ac **(no changes proposed)**

Dwelling Units: Existing: 0 units
Proposed: 0 units **(no changes proposed)**

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

Min. Floor Area /Unit: Required: 1,000 sq. ft. (one story)
1,200 sq. ft. (> one story)
Proposed: N/A

Max. Total Floor Area: Required: N/A
Proposed: N/A

Min. Open Space: Required: 40%
Proposed: 44.2%

Max. Lot Coverage:	Required:	30%
	Proposed:	15.6%
Front Setback:	Required:	25 ft.
	Proposed:	25 ft. **(no changes proposed)**
Side Setbacks	Required:	9 feet or 10% of total lot width whichever is larger for one side yard 14 feet or 25% of total lot width whichever is larger for both side yards no side yard shall be less than 5 feet
	Proposed:	25 ft. on west side **(no changes proposed)** 77.18 on east side **(no changes proposed)**
Rear Setback:	Required:	30 ft.
	Proposed:	30 ft. **(no changes proposed)**
Min. Front+Rear Setback	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	26 feet to midpoint for sloped roofs; 24 feet for flat roofs only; 2 stories
	Proposed:	~72 ft. **(no changes proposed)**
Min. Eave Height:	Required:	24 ft.
	Proposed:	16 ft. **(no changes proposed)**
Floor-Floor Height:	Required:	N/A
	Proposed:	N/A
Front Entry:	Required:	N/A
	Proposed:	N/A
Absence of Bldg. Façade:	Required:	N/A
	Proposed:	N/A
Opening Width:	Required:	N/A
	Proposed:	N/A
Parking:	Required:	94 off-street spaces
	Proposed:	200 off-street spaces
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	180 sq. ft.
Parking in Frontage:	Required:	N/A

	Proposed:	N/A
Loading Area:	Required:	0
	Proposed:	0 **(no changes proposed)**

Screening:

Parking:	Required:	32 in. capped masonry screen wall
	Proposed:	**NONE**
Loading:	Required:	Screened from view
	Proposed:	N/A
Rooftop Mechanical:	Required:	Screened from view
	Proposed:	**(no changes proposed)**
Elect. Transformer:	Required:	N/A
	Proposed:	N/A
Dumpster:	Required:	Masonry screen wall with wood gates
	Proposed:	7 ft. masonry screen enclosure with wood gates

City of Birmingham
A Walkable Community

MEMORANDUM

Engineering Department

DATE: **March 7, 2022**

TO: **Nicholas Dupuis, Planning Director**

FROM: **Scott D. Zielinski, Assistant City Engineer**

SUBJECT: **Preliminary Site Plan Review – 2225 E 14 Mile Rd (Our Shepherd Lutheran Church)**

The Engineering Department has completed a review of the Preliminary Site Plan prepared by Sujak Engineering PLC, dated 1/21/2022, with respect to conformance with City ordinances and engineering standards, and has the following comments:

GENERAL:

- Site plans appear to reflect the pre submission meeting in regards to storm water runoff requirements.

- Sidewalk/Drive Approach Permit will be required for any pavement installed in the public right-of-way. Inspection is required for this activity.

March 4, 2022

RE: Final Site Plan Review Comments
2225 E. 14 Mile Rd, Our Shepherd Lutheran Church

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)

- **2018 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. No Building Codes concerns at this point. Due to the educational use within the building, the project will most likely fall under the State of Michigan Bureau of Construction Codes jurisdiction for building permits. Applicant should verify with the State before applying for a local permit.

City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **March 30, 2022**

TO: **Nicholas Dupuis, Planning Director**

FROM: **Brendan McGaughey, Parks and Forestry Foreman**
Carrie A. Laird, Parks and Recreation Manager

SUBJECT: **Waiver to be Granted for 2225 E. 14 Mile**

A waiver from the Staff Arborist shall be granted for the elimination of 3 trees upon approval of the Final Site Plan for 2225 E. 14 Mile Rd: One (1) tree on E. Melton Street and two (2) trees on E. 14 Mile due to the limited space between existing mature and healthy trees. Applicant will install four (4) 3-3.5″ DBH Ivory Silk Lilac trees on E. Melton where they will remove three (3) existing failing Sycamore trees. The existing trees to be removed are located under utility lines and have been trimmed as such, leading to their decline and current poor condition. Applicant to install three (3) 3-3.5″ DBH Zelkova 'Musashino' on E. 14 Mile (species was determined by City representative). Once applicant completes development, 2225 E. 14 Mile Rd will have four (4) additional street trees (for a total of 21).

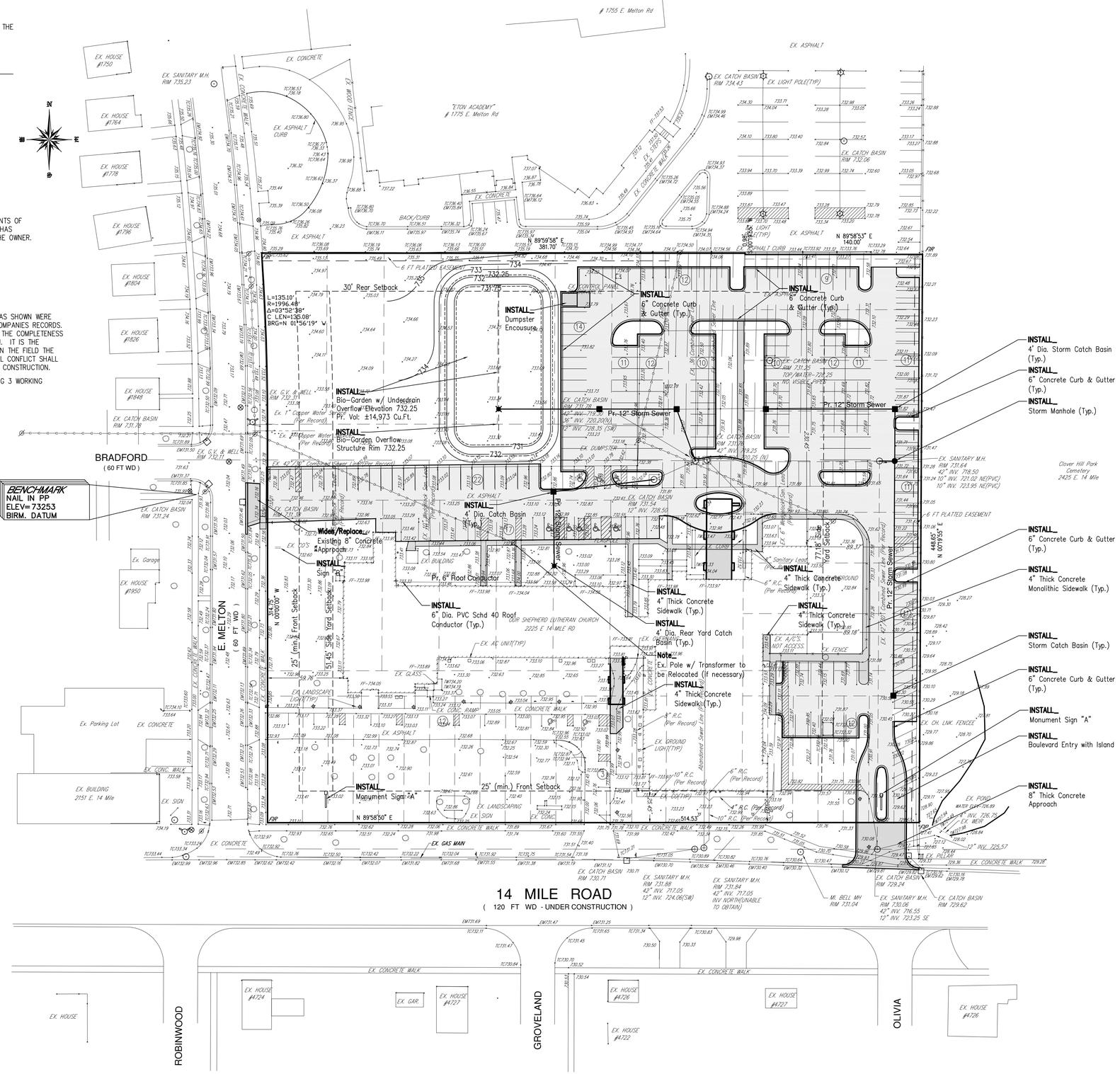
LEGAL DESCRIPTION:
LOTS 796 TO 809 INCL, ALSO LOTS 848 TO 877 INCL, ALSO THE SOUTH 3.65 FT OF LOT 878, SHEFFIELD ESTATES NO 1, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN.

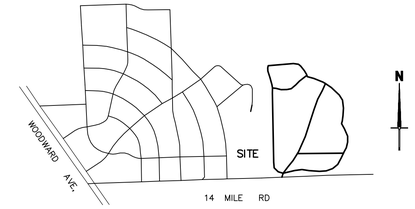
SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON THAT THE PROPERTY LINES ARE AS SHOWN.

THOMAS M. SMITH
R.L.S. No. 31606

TOPO. NOTES:

- THIS SURVEY WILL NOT SHOW ALL EASEMENTS OF RECORD UNTIL AN UPDATED TITLE POLICY HAS BEEN FURNISHED TO THE SURVEYOR BY THE OWNER.
- ALL ELEVATIONS ARE EXISTING ELEVATIONS
- SUBJECT PROPERTY ISLOCATED IN ZONE X. AREA OF MINIMAL FLOODING. PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 26125C0537F EFFECTIVE DATE: SEPTEMBER 29, 2006.
- THE LOCATION OF THE EXISTING UTILITIES AS SHOWN WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANIES RECORDS. NO GUARANTEE CAN BE MADE REGARDING THE COMPLETENESS OR EXACTNESS OF THE UTILITIES LOCATION. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY IN THE FIELD THE LOCATION OF ALL UTILITIES. ANY POTENTIAL CONFLICT SHALL BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.





LOCATION MAP
NO SCALE
40' 0' 40' 80'
SCALE: 1" = 40'

LEGEND

EX. GRADE	×870.00
EX. CONTOUR	680
EX. WATER MAIN	
EX. STORM SEWER	
EX. SANITARY SEWER	
EX. OVERHEAD	
EX. FENCE	
EX. GAS	
EX. UNDERGROUND UTILITY	
EX. HYDRANT	
EX. CATCH BASIN	
EX. MANHOLE	
EX. SIGN	
EX. GATE VALVE	
EX. LIGHT POLE	
EX. UTILITY POLE	
PR. GRADE	×870.00
PR. CONTOUR	680
PR. WATER MAIN	
PR. STORM SWR.	
PR. SANITARY SWR.	
PR. COMPACTED SAND BACKFILL	
PR. HYDRANT	
PR. GATE VALVE	
PR. CATCH BASIN	
PR. MANHOLE	
PR. R.Y.C.B.	
PR. REVERSE CURB	
PR. SILT FENCE	
PR. ASPHALT	
PR. CONCRETE	
PR. CONCRETE	
PR. SILT SACK/INLET FILTER	
DRAINAGE ARROW	
VERIFY IN FIELD	V.I.F.
TOP OF CURB ELEV.	TC.000.00
GUTTER PAN ELEV.	GU.000.00
TOP OF WALK ELEV.	TW.000.00
GROUND ELEVATION AT WALL	BW.000.00
EDGE OF SHOULDER ELEV.	ES.000.00
EDGE OF ROAD ELEV.	EM.000.00

Zoning R2

Area of Lot	232,023
Impervious Item	Area Square Feet
Building + Pr. Covered Walkways	36,146
Total Coverage Area	36,146
% of Lot Coverage	15.6%
Max Lot Coverage allowed	30.0%
Sidewalks	7,564
Parking Lot Apvement & Curbs	85,779
Total Impervious Area	129,489
% of Impervious Area	55.8%
% Open Space	44.2%
% Min Open Space Required	40%

Parking Calculations

Main Sanctuary

# of Pews	Pew Length	Seats per Pew	Capacity
44	20'-5"	10	440
2	14'-2"	7	14
		Subtotal	454

Choir Loft

# of Pews	Pew Length	Seats per Pew	Capacity
12	14'-2"	7	84
1	13'-5"	6	6
1	12'-1"	6	6
2	11'-4"	5	10
1	6'-5"	3	3
		Subtotal	109

Total Number of Seats 563

Parking Required

Ordinance Requirement = 1 Parking Stall per 6 Seats

Required Parking Stalls = (563 Seats)x(1 Stall/ 6 Seats) = 93.83
= **94**

Proposed Parking Stalls = Standard Stalls 193
ADA Stalls 7
Total Proposed **200**

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

REV.	DESCRIPTION	BY	DATE

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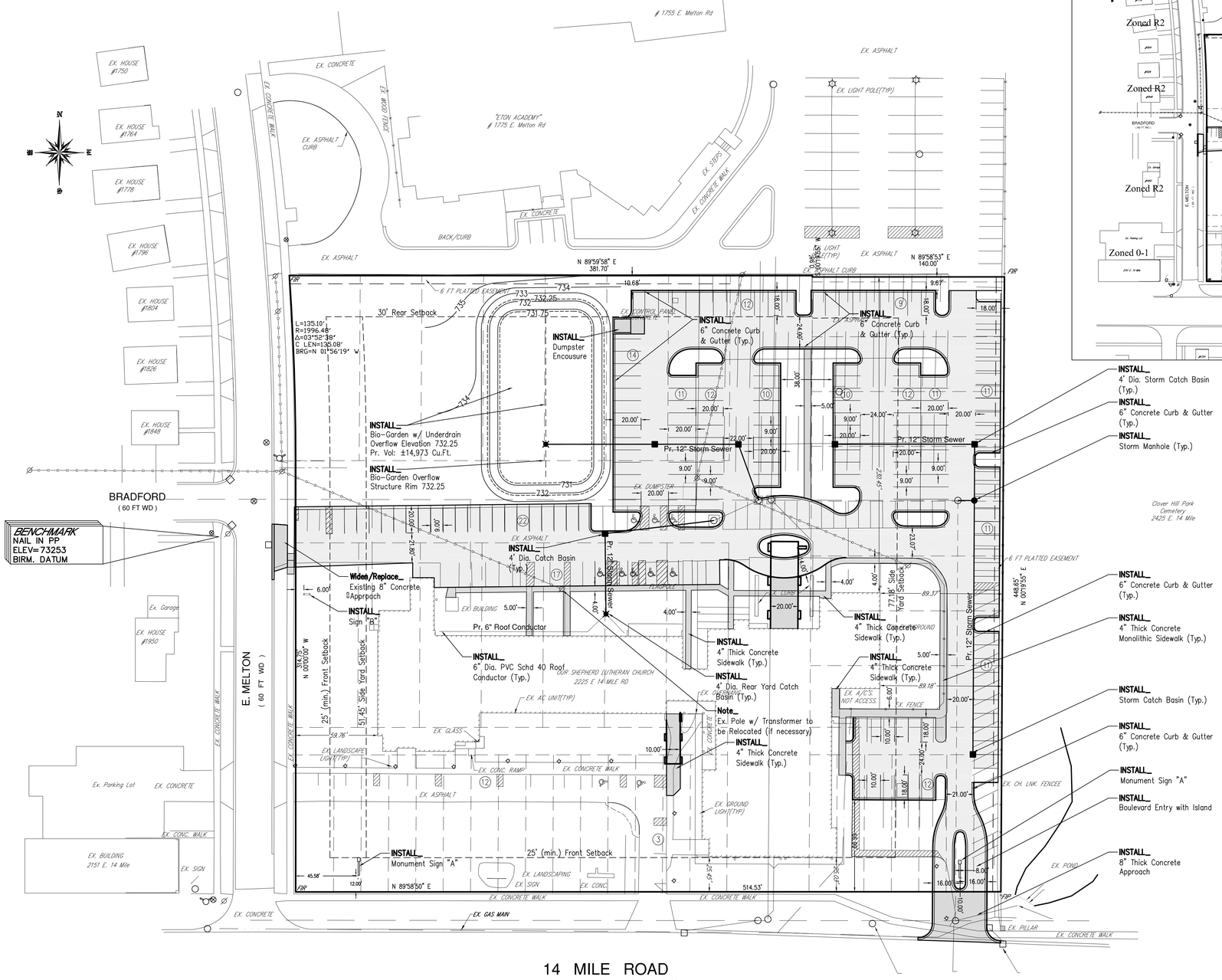
Email: SujakEngineering@Comcast.net

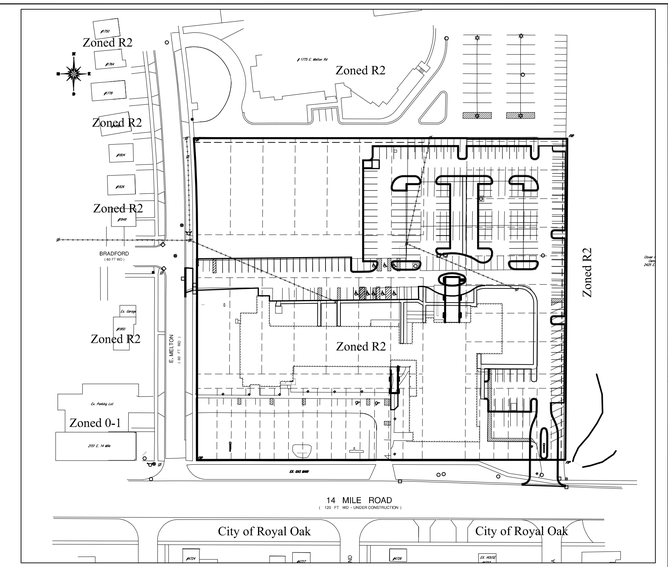
Seal
STATE OF MICHIGAN
TEON C. SUJAK
ENGINEER
NO. 046896
LICENSED PROFESSIONAL ENGINEER
Teon C. Sujak, P.E. No. 046896

Our Shepherd Lutheran Church
2225 E. 14 Mile Rd
Birmingham, MI 48009

Site Plan
W/ Topography

Scale:	1"=40'
Drawn:	TCS
Checked:	TCS
Approved:	TCS
Date:	1/21/2022
Job. no.	20-023
Sheet No.	C1.0





Zoning Map
Scale: 1"=100'

LEGEND

EX. GRADE	×870.00
EX. CONTOUR	880
EX. WATER MAIN	
EX. STORM SEWER	
EX. SANITARY SEWER	
EX. OVERHEAD	
EX. FENCE	
EX. GAS	
EX. UNDERGROUND UTILITY	
EX. HYDRANT	
EX. CATCH BASIN	
EX. MANHOLE	
EX. SIGN	
EX. GATE VALVE	
EX. LIGHT POLE	
EX. UTILITY POLE	
PR. GRADE	×870.00
PR. CONTOUR	880
PR. WATER MAIN	
PR. STORM SWR.	
PR. SANITARY SWR.	
PR. COMPACTED SAND BACKFILL	
PR. HYDRANT	
PR. GATE VALVE	
PR. CATCH BASIN	
PR. MANHOLE	
PR. R.Y.C.B.	
PR. REVERSE CURB	
PR. SILT FENCE	
PR. ASPHALT	
PR. CONCRETE	
PR. CONCRETE	
PR. SILT SACK/INLET FILTER	
DRAINAGE ARROW	
VERIFY IN FIELD	V.I.F.
TOP OF CURB ELEV.	TC.000.00
GUTTER PAN ELEV.	GU.000.00
TOP OF WALK ELEV.	TW.000.00
GROUND ELEVATION AT WALL	BW.000.00
EDGE OF SHOULDER ELEV.	ES.000.00
EDGE OF ROAD ELEV.	EM.000.00

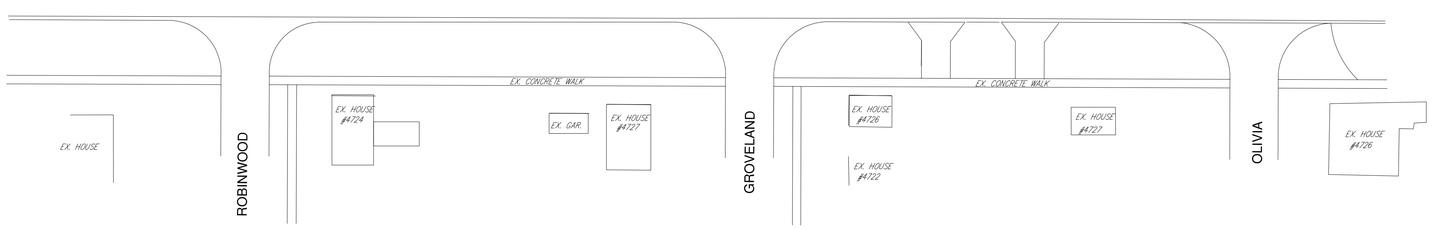
40' 0' 40' 80'

SCALE: 1" = 40'

LEGAL DESCRIPTION:
LOTS 796 TO 809 INCL, ALSO LOTS 848 TO 877 INCL, ALSO THE SOUTH 3.65 FT OF LOT 878, SHEFFIELD ESTATES NO 1, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN.

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON THAT THE PROPERTY LINES ARE AS SHOWN.

THOMAS M. SMITH
R.L.S. No. 31606



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

REV.	DESCRIPTION	BY	DATE

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Sujak Engineering PLC
CIVIL ENGINEERING S PLANNING S DESIGN
4031 Coolidge Highway
Troy, MI 48098
Phone: (248) 885-8431
Fax: (248) 885-8432
Email: SujakEngineering@Comcast.net

Seal
STATE OF MICHIGAN
TEON C. SUJAK
ENGINEER
NO. 046896
LICENSED PROFESSIONAL ENGINEER
Teon C. Sujak P.E. No. 046896

Our Shepherd Lutheran Church
2225 E. 14 Mile Rd
Birmingham, MI 48009

Site Dimensional Plan

Scale:	1"=40'
Drawn:	TCS
Checked:	TCS
Approved:	TCS
Date:	1/21/2022
Job. no.	20-023
Sheet No.	C2.0

CONSTRUCTION NOTES

All construction must conform to the current standards and specifications adopted by the agency with jurisdiction.

Call Miss Dig (1-800-647-7344 / 1-800-MISS DIG) a minimum of seventy-two (72) hours prior to the start of construction.

All soil erosion and silt must be controlled and contained on-site. All excavation under or within three (3') feet of public pavement, existing or proposed, shall be backfilled and compacted with sand (Class II MDOT).

The contractor is responsible for all damage to existing utilities.

Building is to be staked using approved Architect's Foundation Plan only.

It is the contractors' responsibility to make certain that all necessary inspections have taken place post staking and prior to construction or when necessary that the inspector is on site during construction to make certain items being constructed are in compliance of standards.

Building lead locations and sizes are to be verified/coordinated with Mechanical, Architectural and Plumbing Plans.

Construction Notes

Contractor is responsible for removing and/or relocating all items needed or as shown for construction of the proposed facilities.

Contractor shall insure positive drainage for all work.

Any existing structures affected by the proposed grading or improvements shall be adjusted by the contractor to match the proposed elevations. Any structures, hydrants, poles, signs, etc. that are impacted must be adjusted or relocated at the expense and coordination of the contractor.

Unless otherwise specified, all disturbed areas shall be seeded and mulched and vegetation shall be restored prior to removal of Soil Erosion Control Measures.

Contractor is responsible for verifying all permits have been obtained and is responsible for acquiring all outstanding permits.

All Public Utilities shall be installed per the Municipal specifications.

All proposed grades shown at Match Existing (ME) are based on the available information and should be Verified in Field (VIF) by the contractor. If there is a problem with the proposed elevations, the contractor should notify the Developers Representative.

The existing utilities indicated on this plan are in accordance with available information. It shall be the contractor's obligation to verify the exact location of all existing utilities which might affect this job.

During the construction the contractor shall provide watchmen and flagmen as may be required the the safety and convenience of the public and shall furnish all barricades, signs and lights necessary to protect the public. Traffic shall be maintained at all times unless otherwise authorized by the City of Bloomfield Hills Engineer. Traffic control shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices, 2005 Edition by the Michigan Department of State Highways.

All property irons and monuments disturbed or destroyed by the Contractor's operations shall be replaced by a Registered Land Surveyor provided by the contractor at the contractor's expense.

Trench backfill under existing or proposed roadways, driveways, and parking areas, unless otherwise noted, shall be consolidated to 95% maximum density as measured by modified proctor.

All utility poles in close proximity to construction shall be supported in a manner satisfactory to the utility owner.

Paving Notes

In general, earthwork, drive surfaces and pavement construction should be performed in accordance with the most current edition of the MDOT Standard Specifications for Construction unless otherwise noted.

In areas of proposed pavement, building or drive surfaces; remove any existing topsoil, pavements, organic soils, vegetation, trees, unsuitable fill, and deleterious materials to expose the subgrade soil. Tree roots should be completely removed.

Excavate to the depth of the final subgrade elevation to allow for grade changes and the placement of the recommended pavement system.

The top 12 inches of the exposed subgrade as well as individual fill layers should be compacted to achieve a minimum of 95 percent of the maximum Modified Proctor dry density.

The final subgrade should be thoroughly proof-rolled using a fully loaded tandem axle truck under the observation of a geotechnical/pavement engineer. Loose or yielding areas that cannot be mechanically stabilized should be removed and replaced with engineered fill or as dictated by field conditions.

The aggregate base and sub-base should be compacted to achieve a minimum of 95 percent of the maximum Modified Proctor dry density. The base, sub-base, and subgrade compaction should extend a minimum of 12 inches beyond the paved edge.

Traffic should not be allowed on any new Portland Concrete Cement until the concrete has reached at least 75% of the design flexural strength.

Pavement Marking Paint

Paint application shall be performed on dry and calm days when the air temperature is above 40°F. Paint shall not be applied when rain is expected.

Paint shall conform to the requirements of the Michigan Department of Transportation (MDOT) or AASHTO M248, type F and shall be yellow and white in color. Blue shall be used in barrier free spaces.

The area to be marked shall be clean and free of loose particles. Parking stall stripes shall be 5 inches wide. All markings shall present a clean cut, uniform and workman like appearance. The contractor at his expense shall correct all markings, which fail to have a uniform, satisfactory appearance, either day or night.

The contractor shall remove & replace any markings not meeting the above quality requirements or tolerances.

All markings shall be protected while drying. The contractor shall be responsible of barricading the area and placing any warning lights to keep pedestrian or vehicular traffic from entering the area. Any damage from traffic shall be repaired to the satisfaction of the owner at no additional cost.

Right-of-Way Notes:

ALL CURBING WITHIN THE RIGHT-OF-WAY SHALL MATCH EXISTING MDOT CURB & SHALL BE INSTALLED PER MDOT SPECIFICATIONS R-30-G.

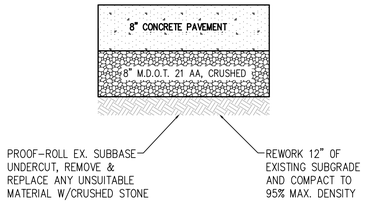
ALL CONSTRUCTED ENTRANCES ARE MEET MDOT SPECIFICATIONS FOR DETAIL M APPROACH BE MDOT DETAIL R-29-I

WHERE PROPOSED CARRY THRU GUTTER ABUTS EXISTING PAVEMENT, EXISTING PAVEMENT IS TO BE SAWCUT TO PROVIDE A CLEAN EDGE.

ALL GRADING WITHIN THE RIGHT-OF-WAY IS TO BE SEEDED AND MULCHED AFTER FINAL GRADING HAS BEEN PERFORMED.

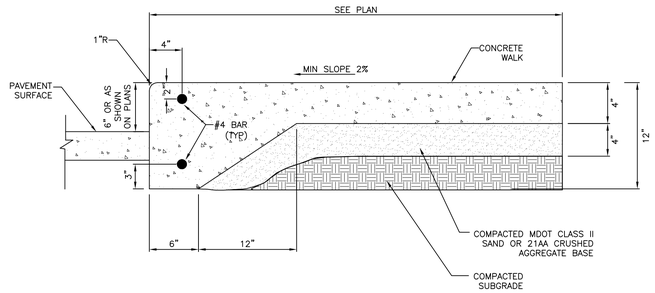
ANY PROPOSED UTILITIES WITHIN THE RIGHT-OF-WAY SHALL BE BACKFILL AND COMPACTED WITH CLASS II SAND AND COMPACTED TO 95% (MIN.) MAXIMUM DENSITY.

ANY EXISTING SIGNS OR MAILBOXES THAT NEED TO BE EITHER TEMPORARILY OR PERMANENTLY RELOCATED WILL BE DONE SO AT THE EXPENSE OF THE CONTRACTOR AND PER THE AGENCY WITH JURISDICTION.



8" CONCRETE PAVEMENT SECTION

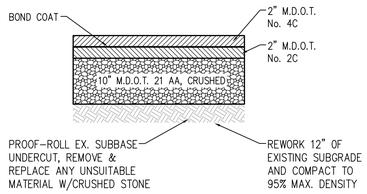
(SECTION TO BE SPECIFIED BY SOIL'S ENGINEER)



INTEGRAL CURB AND WALK DETAIL

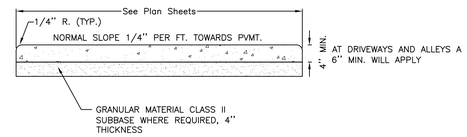
NO SCALE

(On-Site)



ASPHALT PAVEMENT SECTION

(SECTION TO BE SPECIFIED BY SOIL'S ENGINEER) (On-Site)



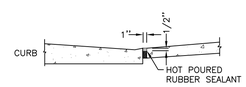
CONCRETE SIDEWALK

NOT TO SCALE

ONE-HALF INCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED THROUGH THE SIDEWALK AT UNIFORM INTERVALS OF NOT MORE THAN 50'. ONE-HALF INCH EXPANSION JOINTS SHALL ALSO BE PLACED BETWEEN THE SIDEWALK AND BACK OF ABUTTING PARALLEL CURB, BETWEEN THE SIDEWALK AND BUILDING OR OTHER OTHER RIGID STRUCTURES, BETWEEN SIDEWALKS AND DRIVEWAY APPROACHES. ONE INCH EXPANSION JOINTS SHALL BE PLACED BETWEEN SIDEWALK APPROACHES AND BACK OF CURBS AND DRIVEWAYS.

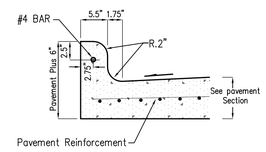
THE SIDEWALK SHALL BE DIVIDED INTO UNIT AREAS OF NOT MORE THAN 36 SQUARE FEET AND, INSOFAR AS FEASIBLE, THE UNIT AREAS SHALL BE SQUARE AND, OR NOT LESS THAN 16 SQUARE FEET. THE UNIT AREAS SHALL BE PRODUCED BY USE OF SLAB DIVISION FORMS EXTENDING TO THE FULL DEPTH OF THE CONCRETE OR BY CUTTING JOINTS IN THE CONCRETE, AFTER FLOATING, TO A DEPTH OF NOT LESS THAN ONE-FOURTH THE THICKNESS OF THE SIDEWALK. THE CUT JOINTS SHALL BE NOT LESS THAN 1/4" NOR MORE THEN 1/2" IN WIDTH AND SHALL BE FINISHED SMOOTH AND TRUE TO LINE.

SEAL BETWEEN SIDEWALK AND BACK OF CURB WITH HOT POURED RUBBER ASPHALT.



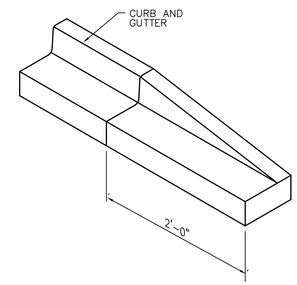
SEALANT DETAIL

NOT TO SCALE



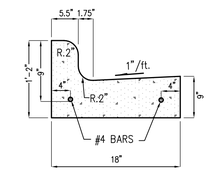
CONCRETE CURB AND GUTTER

(INTEGRAL - NTS)



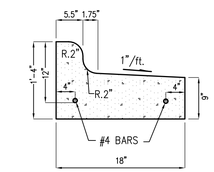
NOSED DOWN CURB

NOT TO SCALE



CONCRETE CURB AND GUTTER

(REGULAR GUTTER) (On-Site)



6" CONCRETE CURB AND GUTTER

(REVERSE GUTTER) (On-Site)

Bio-Garden Calculations

	Sq. Feet	Acres
Areas of Entire Site:	232,023	5.33
Site Area use in Bio-Garden Area Calculations:	169,865	3.90

Estimated Runoff Coefficient (C): 0.80
Rainfall Depth (Channel Protection event): 1.3 Inches

Rational Method:

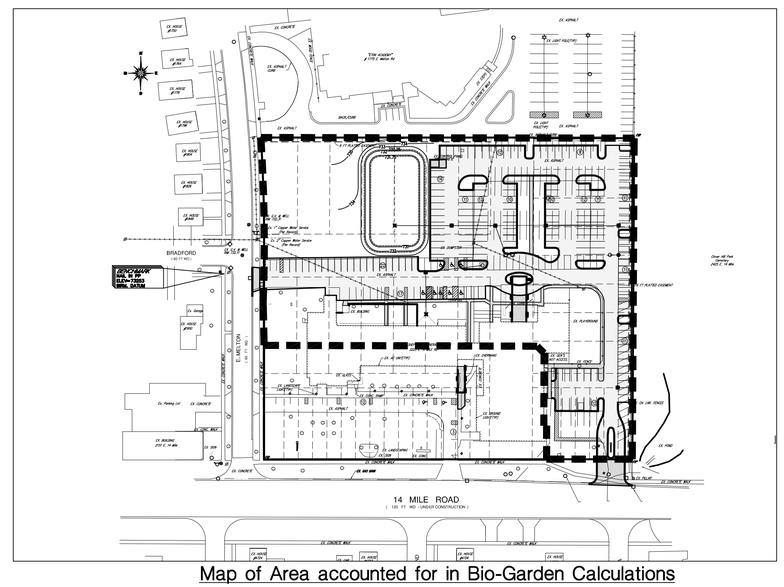
Volume of Bio-Garden Area based on WRC Channel Protection Volume

$V_{cpvc} = (3{,}630) \times P \times C \times A = (3{,}630)\times(1.3)\times(0.80)\times(3.90) =$ 14,723 Cubic Feet

Volume of Bio-Garden Proposed

Elevation	Area (Sq.Ft)	Volume (Cu.Ft.)
732.25	11,760	
731	8,790	12,844
730.75	8,240	2,129
		14,973

Required Volume: 14,723 Cubic Feet
Proposed Volume: 14,973 Cubic Feet



Map of Area accounted for in Bio-Garden Calculations

REV.	DESCRIPTION	BY	DATE

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Sujak Engineering PLC
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4031 Coolidge Highway
Troy, MI 48098
Phone: (248) 885-8431
Fax: (248) 885-8432
Email: SujakEngineering@Comcast.net

Seal

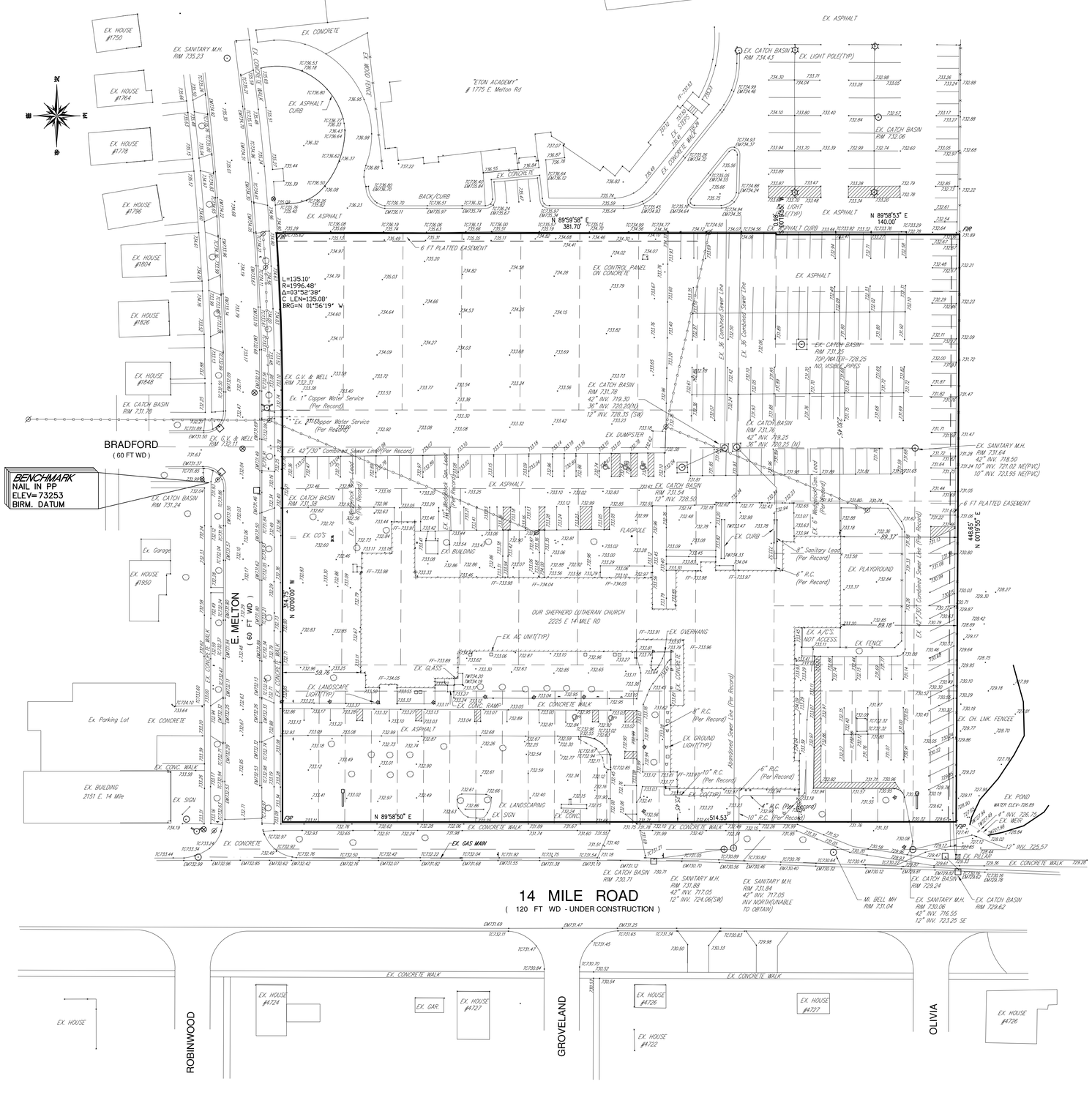
STATE OF MICHIGAN
TEON C. SUJAK
ENGINEER
NO. 046896
LICENSED PROFESSIONAL ENGINEER

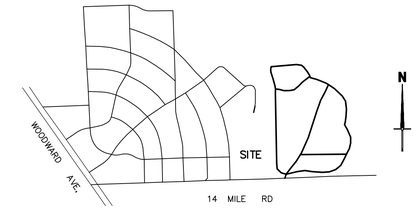
Teon C. Sujak P.E. No. 046896

Our Shepherd Lutheran Church
2225 E. 14 Mile Rd
Birmingham, MI 48009

Notes & Details

Scale:	None
Drawn:	TCS
Checked:	TCS
Approved:	TCS
Date:	1/21/2022
Job. no.	20-023
Sheet No.	C3.0





LOCATION MAP

NO SCALE

40' 0' 40' 80'

SCALE: 1" = 40'

LEGEND

EX. GRADE
EX. INDEX CONTOUR
EX. CONTOUR
EX. WATER MAIN
EX. STORM SEWER
EX. SANITARY SEWER
EX. OVERHEAD
EX. GAS
EX. UNDERGROUND
EX. FENCE
EX. RAILROAD
EX. WALL
EX. ℄ OF DITCH
EX. WETLAND
HYDRANT
CATCH BASIN
MANHOLE
SIGN
GATE VALVE
LIGHT POLE
UTILITY POLE
METAL LIGHT POLE
TOP OF BERM
TOE OF BERM
TREE TAG
TOP OF CURB
GUTTER
TOP OF ASPHALT
TOP OF WALK
TOP OF WALL
FOUND IRON ROD
SET IRON ROD
FOUND IRON PIPE

LEGAL DESCRIPTION:

LOTS 796 TO 809 INCL, ALSO LOTS 848 TO 877 INCL, ALSO THE SOUTH 3.65 FT OF LOT 878, SHEFFIELD ESTATES NO 1, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN.

SURVEYORS CERTIFICATE:

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STATE OF MICHIGAN
THOMAS M SMITH
LAND SURVEYOR
NO. 31606
LICENSED LAND SURVEYOR

THOMAS M. SMITH
R.L.S. No. 31606

TOPO. NOTES:

- THIS SURVEY WILL NOT SHOW ALL EASEMENTS OF RECORD UNTIL AN UPDATED TITLE POLICY HAS BEEN FURNISHED TO THE SURVEYOR BY THE OWNER.
- ALL ELEVATIONS ARE EXISTING ELEVATIONS
- SUBJECT PROPERTY ISLOCATED IN ZONE X. AREA OF MINIMAL FLOODING. PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 26125C0537F EFFECTIVE DATE: SEPTEMBER 29, 2006.
- THE LOCATION OF THE EXISTING UTILITIES AS SHOWN WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANIES RECORDS. NO GUARANTEE CAN BE MADE REGARDING THE COMPLETENESS OR EXACTNESS OF THE UTILITIES LOCATION. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY IN THE FIELD THE LOCATION OF ALL UTILITIES. ANY POTENTIAL CONFLICT SHALL BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.

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

REV.	DESCRIPTION	BY	DATE
2	Offsite Information Added	TCS	1/15/2022
1	Survey Updates	TMS	7/07/2020

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Fax: (248) 885-8432
Email: SujakEngineering@Comcast.net

Seal

ORIGINAL SIGNATURE IN BLUE

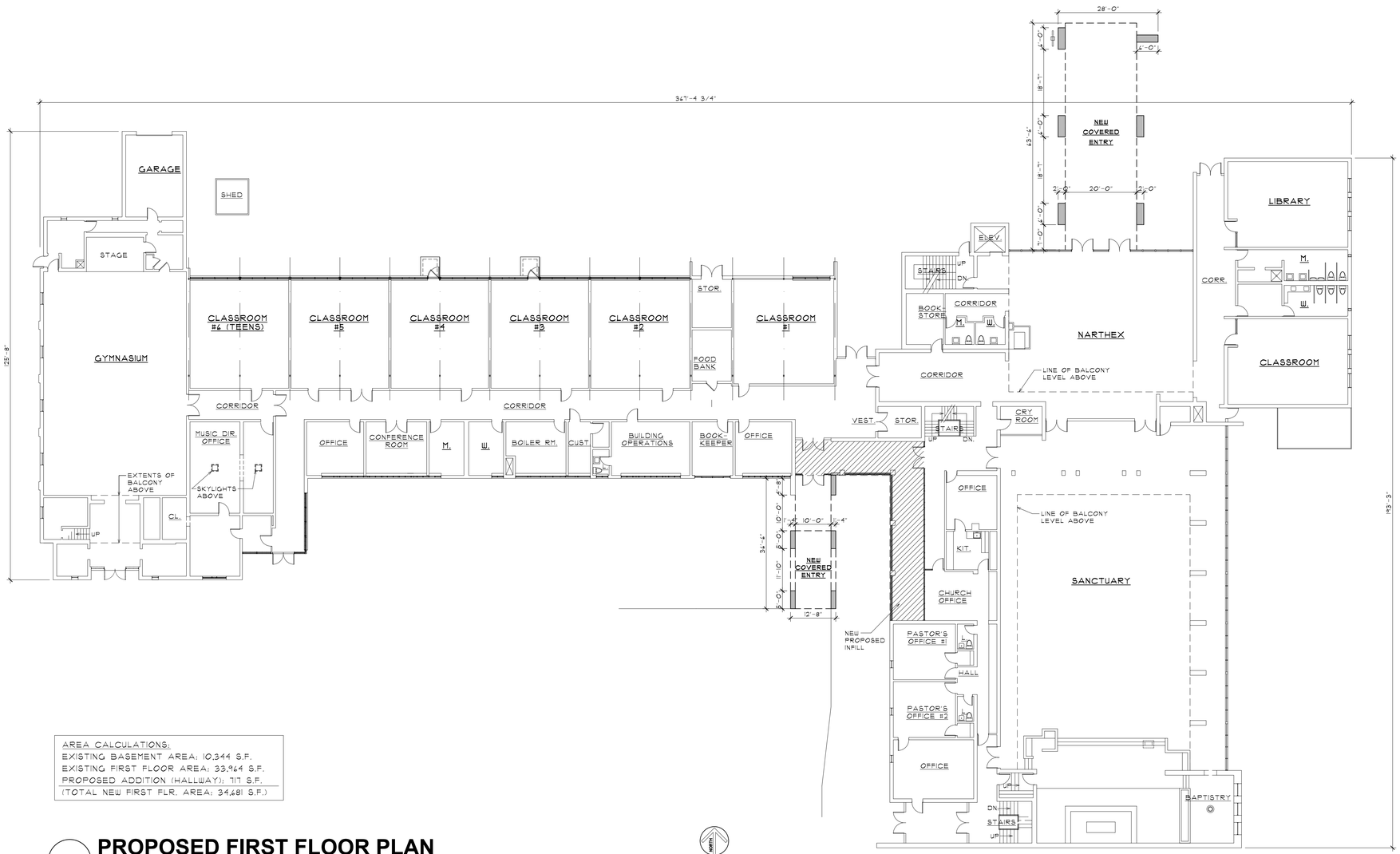
Tean C. Sujak, P.E. No. 046896

Our Shepherd Lutheran Church

2225 E. 14 Mile Rd
Birmingham, MI 48009

Topographic Survey
Parcel # 20-31-456-002

Scale:	1"=40'
Drawn:	TCS
Checked:	TCS
Approved:	TCS
Date:	6/02/2020
Job. no.	20-023
Sheet No.	CS.1.0



AREA CALCULATIONS:
EXISTING BASEMENT AREA: 10,344 S.F.
EXISTING FIRST FLOOR AREA: 33,964 S.F.
PROPOSED ADDITION (HALLWAY): 717 S.F.
(TOTAL NEW FIRST FLR. AREA: 34,681 S.F.)

PROPOSED FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"

MECHANICAL NOTE:
ALL EXISTING MECH. EQUIPMENT TO REMAIN AS IS. NO NEW MECH. EQUIPMENT PROPOSED.
NO NEW SCREEN-WALL PROPOSED @ EXIS. MECH. EQUIPMENT. SEE LANDSCAPE FOR DUMPSTER ENCLOSURE DETAILS.

FAR CALCS:

SITE AREA = +/- 5.3 ACRES
(+/- 230,868 S.F.)
TOTAL BLDG. AREA = 34,681 S.F.

F.A.R. = 0.15

LIST OF PROP. DESIGN CHANGES:

1. NEW PARKING LOT DESIGN ON NORTH & EAST SIDE OF BLDG. W/ NEW LANDSCAPE & PEDESTRIAN ENTRY WALKS.
2. NEW PORTE COCHERE ENTRY ADDITION @ NORTH ELEV.
3. NEW COVERED ENTRY @ SOUTH ELEV. NEW INFILL/ ADDITION TO EXIS. BRICK COLUMN LINE @ SOUTH ELEV. ADJACENT TO NEW COVERED ENTRYWAY.
4. NEW ADDITIONAL FOUNDATION LANDSCAPE AROUND BLDG.
5. NEW SITE & BLDG. LIGHTING.
6. THREE NEW GROUND SIGNS:
   - 6.1. AT N-W DRIVE ENTRY OFF OF MELTON RD.
   - 6.2. AT S-W CORNER OF SITE (MELTON & 14 MILE RD.)
   - 6.3. AT NEW BLVD. DRIVE ENTRY @ S-E CORNER OF SITE.

   *SMALL IDENTIFICATION SIGN @ NEW PORTE COCHERE.

STATE OF MICHIGAN
ALEXANDER V. BOGAERTS II
ARCHITECT
No. 1301068995
LICENSED ARCHITECT

Alexander V. Bogaerts + Associates, P.C. • Architecture • Planning • Interior Design
2445 Franklin Road
Bloomfield Hills, MI 48302
248 • 334 • 5000

SHEET TITLE: FIRST FLOOR PLAN
PRELIMINARY

CLIENT/PROJECT: OUR SHEPHERD LUTHERAN CHURCH
2225 E. FOURTEEN MILE ROAD
BIRMINGHAM, MICHIGAN

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■ PRELIMINARY 06.01.21
■ BIDS 06.01.21
■ PERMITS 06.01.21
■ CONSTRUCTION 06.01.21

REVISIONS
01-10-2020 ADD. #1
01-XX-2022 SUP PB SUBMSN.

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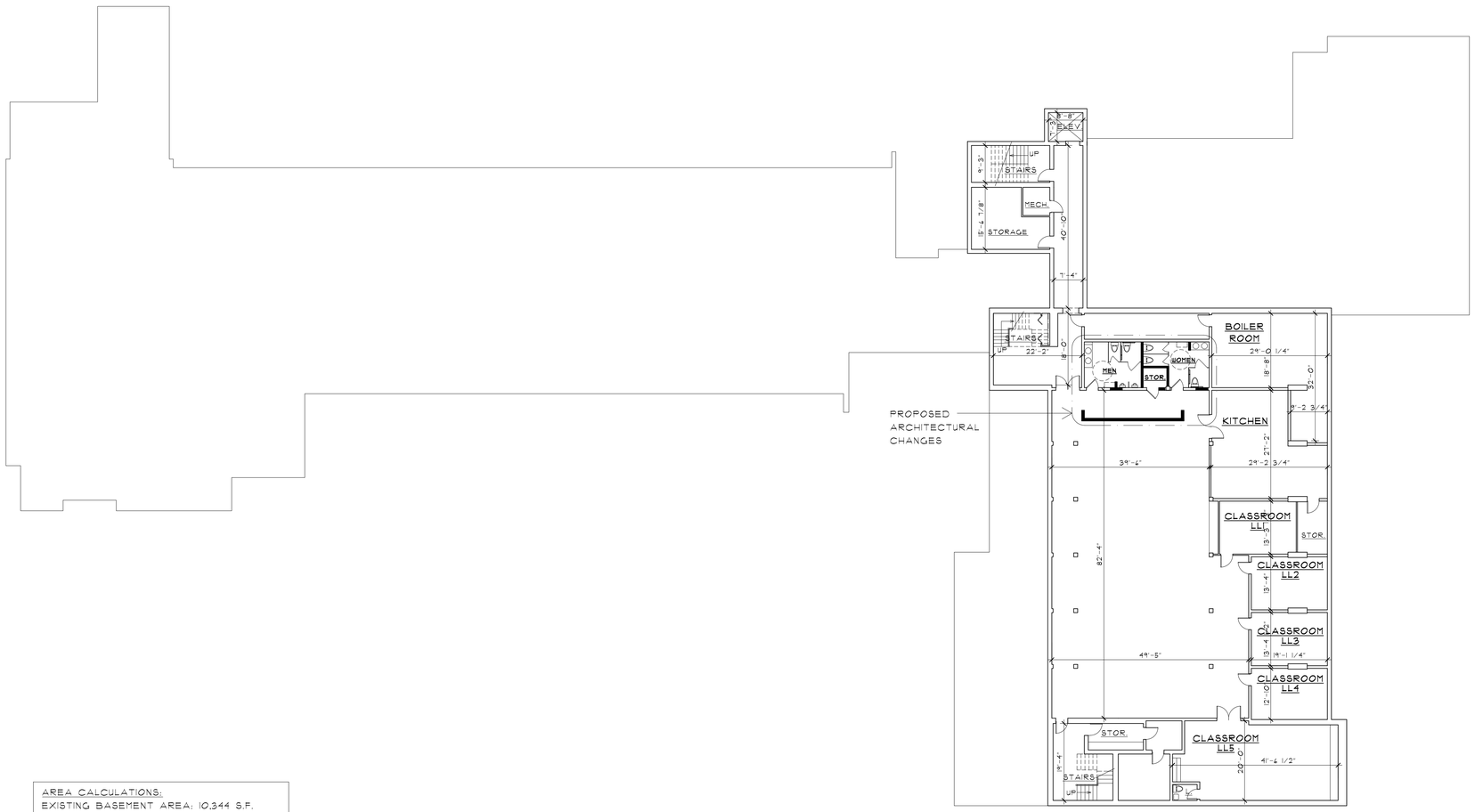
CAD FILENAME: 1949OSLC_
CHECKED BY: XX
JOB NUMBER: 1949
DATE: 00-00-2016
SHEET NUMBER: A100



AREA CALCULATIONS:
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EXISTING FIRST FLOOR AREA: 33,964 S.F.
PROPOSED ADDITION (HALLWAY): 717 S.F.
(TOTAL NEW FIRST FLR. AREA: 34,681 S.F.)

EXISTING BASEMENT PLAN

NORTH

SCALE: 1/16" = 1'-0"

MECHANICAL NOTE:
ALL EXISTING MECH. EQUIPMENT TO REMAIN AS IS. NO NEW MECH. EQUIPMENT PROPOSED.
NO NEW SCREEN-WALL PROPOSED @ EXIS. MECH. EQUIPMENT. SEE LANDSCAPE FOR DUMPSTER ENCLOSURE DETAILS.

LIST OF PROP. DESIGN CHANGES:

1. NEW PARKING LOT DESIGN ON NORTH & EAST SIDE OF BLDG. W/ NEW LANDSCAPE & PEDESTRIAN ENTRY WALKS.
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   - 6.3. AT NEW BLVD. DRIVE ENTRY @ S-E CORNER OF SITE.

   *SMALL IDENTIFICATION SIGN @ NEW PORTE COCHERE.

STATE OF MICHIGAN
ALEXANDER V. BOGAERTS II
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No. 1301068995
LICENSED ARCHITECT

Alexander V. Bogaerts + Associates, P.C. • Architecture • Planning • Interior Design
2445 Franklin Road
Bloomfield Hills, MI 48302
248 • 334 • 5000

SHEET TITLE: BASEMENT PLAN
PRELIMINARY

CLIENT/PROJECT: OUR SHEPHERD LUTHERAN CHURCH
2225 E. FOURTEEN MILE ROAD
BIRMINGHAM, MICHIGAN

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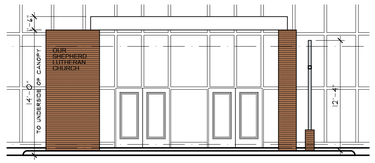
■ PRELIMINARY 06.01.21
■ BIDS 06.01.21
■ PERMITS 06.01.21
■ CONSTRUCTION 06.01.21

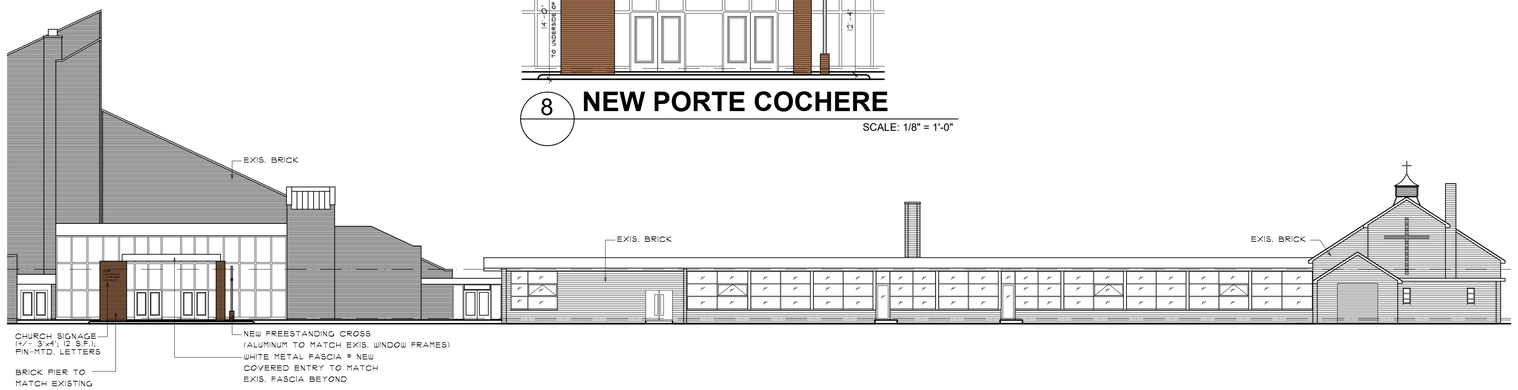
REVISIONS
01-XX-2022 SLUP PB SUBMTN.

DRAWN BY: XX
CAD FILENAME: 1949OSLC_
CHECKED BY: XX
JOB NUMBER: 1949
DATE: 00-00-2016
SHEET NUMBER: A101



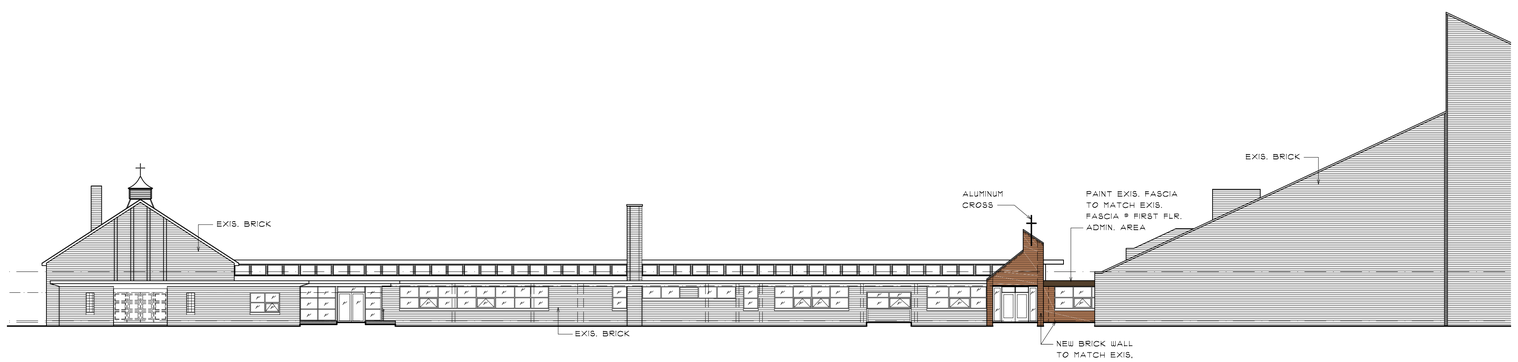
8 NEW PORTE COCHERE

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



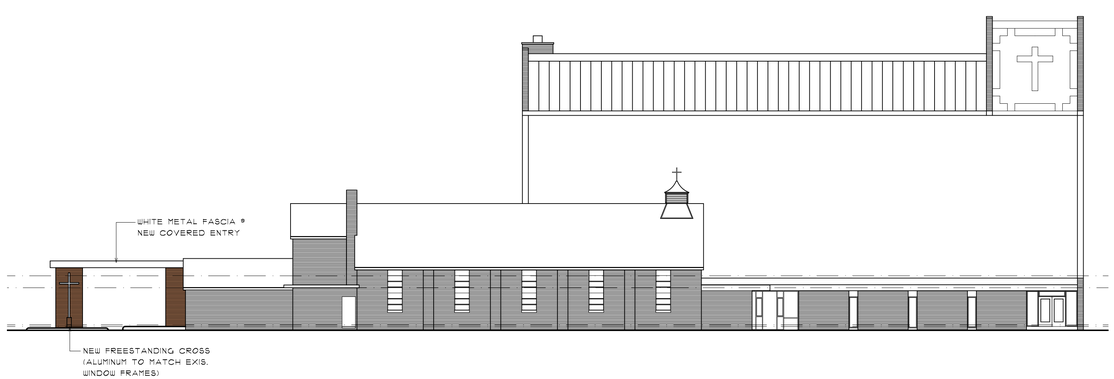
7 NORTH ELEVATION

SCALE: 1/16" = 1'-0"



6 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

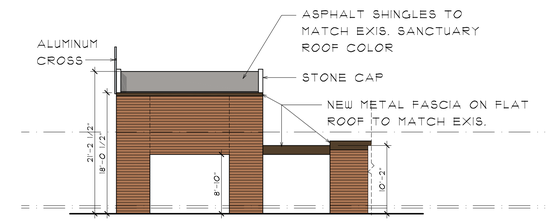


5 PARTIAL WEST ELEVATION

SCALE: 1/16" = 1'-0"

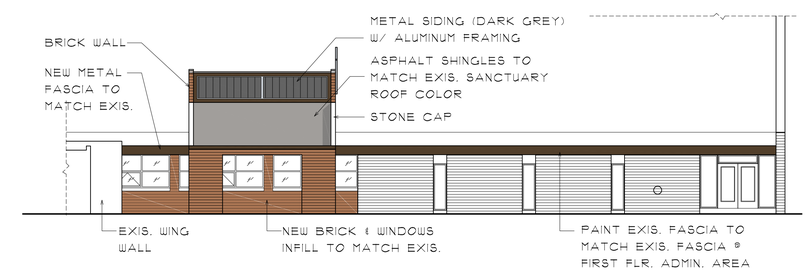
4 NEW COVERED ENTRY & DOOR

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



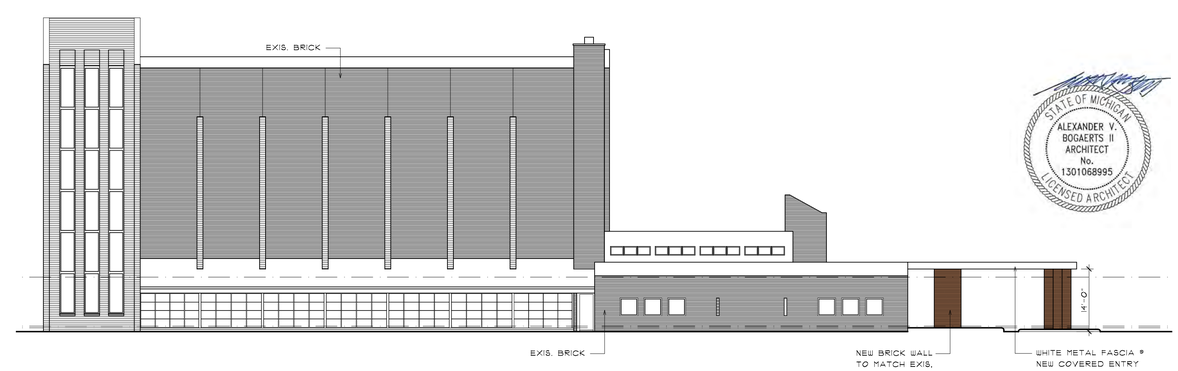
3 RIGHT SIDE OF NEW COVERED ENTRY

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



2 VIEW BEYOND @ NEW COVERED ENTRY

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



1 PARTIAL EAST ELEVATION

SCALE: 1/16" = 1'-0"

MECHANICAL NOTE:
ALL EXISTING MECH. EQUIPMENT TO REMAIN AS IS. NO NEW MECH. EQUIPMENT PROPOSED.
NO NEW SCREEN-WALL PROPOSED @ EXIS. MECH. EQUIPMENT. SEE LANDSCAPE FOR DUMPSTER ENCLOSURE DETAILS.

LIST OF PROP. DESIGN CHANGES:

1. NEW PARKING LOT DESIGN ON NORTH & EAST SIDE OF BLDG, W/ NEW LANDSCAPE & PEDESTRIAN ENTRY WALKS.
2. NEW PORTE COCHERE ENTRY ADDITION @ NORTH ELEV.
3. NEW COVERED ENTRY @ SOUTH ELEV. NEW INFILL/ ADDITION TO EXIS. BRICK COLUMN LINE @ SOUTH ELEV. ADJACENT TO NEW COVERED ENTRYWAY.
4. NEW ADDITIONAL FOUNDATION LANDSCAPE AROUND BLDG.
5. NEW SITE & BLDG. LIGHTING.
6. THREE NEW GROUND SIGNS:
   - 6.1. AT N-W DRIVE ENTRY OFF OF MELTON RD.
   - 6.2. AT S-W CORNER OF SITE (MELTON & 14 MILE RD.)
   - 6.3. AT NEW BLVD. DRIVE ENTRY @ S-E CORNER OF SITE.

   *SMALL IDENTIFICATION SIGN @ NEW PORTE COCHERE.

STATE OF MICHIGAN
ALEXANDER V. BOGAERTS II
ARCHITECT
No. 1301068995
LICENSED ARCHITECT

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Bloomfield Hills, MI 48302
248 • 334 • 5000

SHEET TITLE
PROPOSED ELEVATIONS
PRELIMINARY

CLIENT/PROJECT
OUR SHEPHERD LUTHERAN CHURCH
2225 E. FOURTEEN MILE ROAD
BIRMINGHAM, MICHIGAN

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■ PERMITS 06.01.21
■ CONSTRUCTION 06.01.21

REVISIONS
04-10-2020 ADD. #1
01-XX-2022 SLUP PB SUBMSN.

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CAD FILENAME 1949OSLC_
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JOB NUMBER 1949
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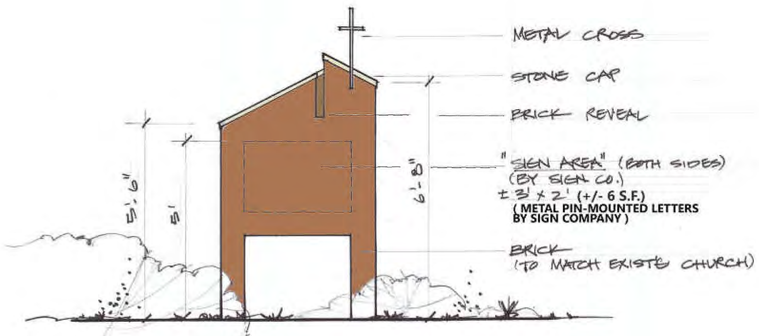
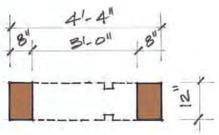
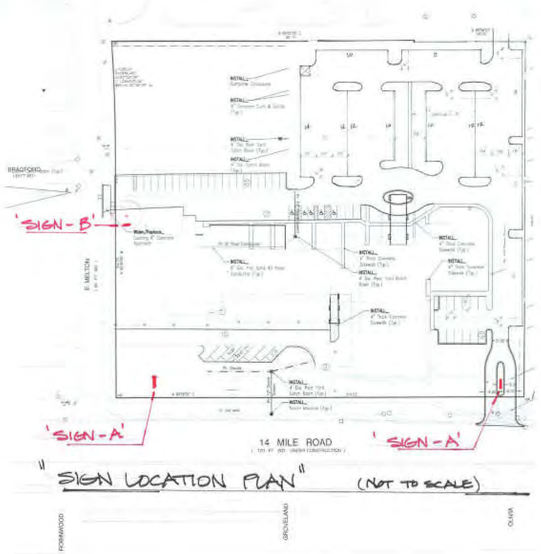


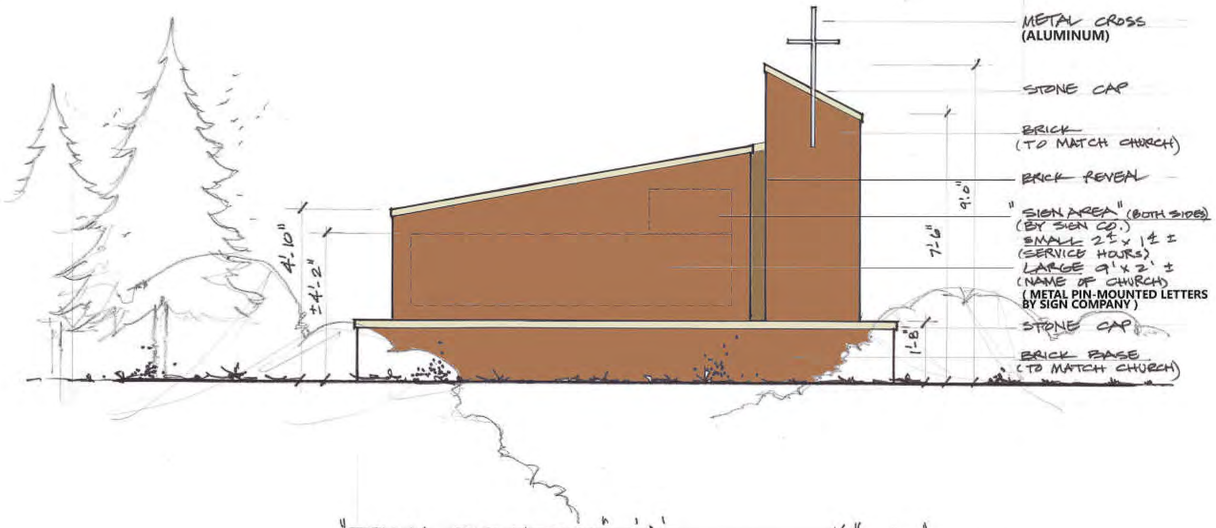
"SIGN ELEVATION" - 'B' 1/2" = 1'-0"
MELTON RD - WEST/NORTH PARKING DRIVE ACCESS



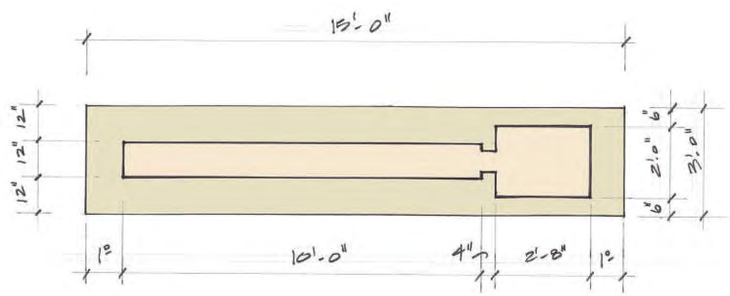
"SIGN - PLAN" 1/2" = 1'-0"



"SIGN LOCATION PLAN" (NOT TO SCALE)



"SIGN ELEVATION" - 'A' 1/2" = 1'-0"
14 MI RD - SW CORNER @ EAST BOULEVARD ISLAND



"SIGN PLAN" - 'A' 1/2" = 1'-0"
14 MI RD - SW CORNER @ EAST BOULEVARD ISLAND

STATE OF MICHIGAN
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SHEET TITLE: SIGNAGE
PRELIMINARY

CLIENT/PROJECT: OUR SHEPHERD LUTHERAN CHURCH
2225 E. FOURTEEN MILE ROAD
BIRMINGHAM, MICHIGAN

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REVISIONS
01-XX-2022
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DRAWN BY
CAD FILENAME 1949OSLC_
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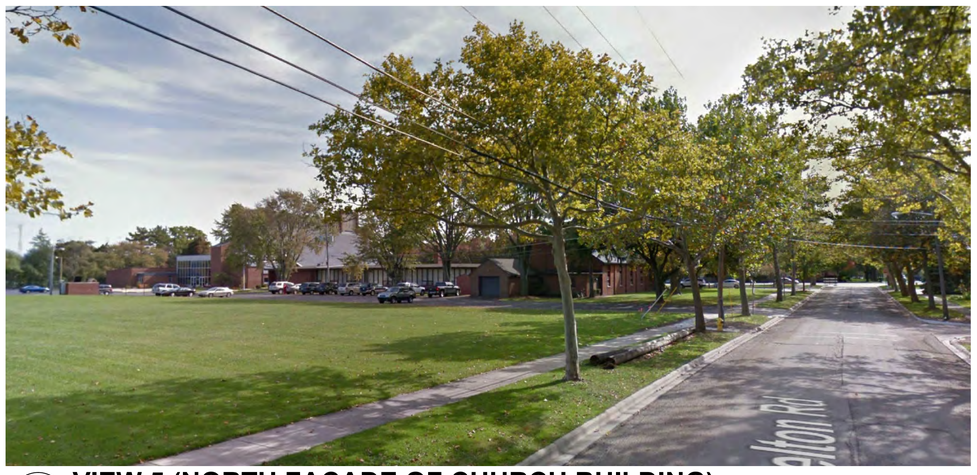
JOB NUMBER 1949
DATE
SHEET NUMBER A201

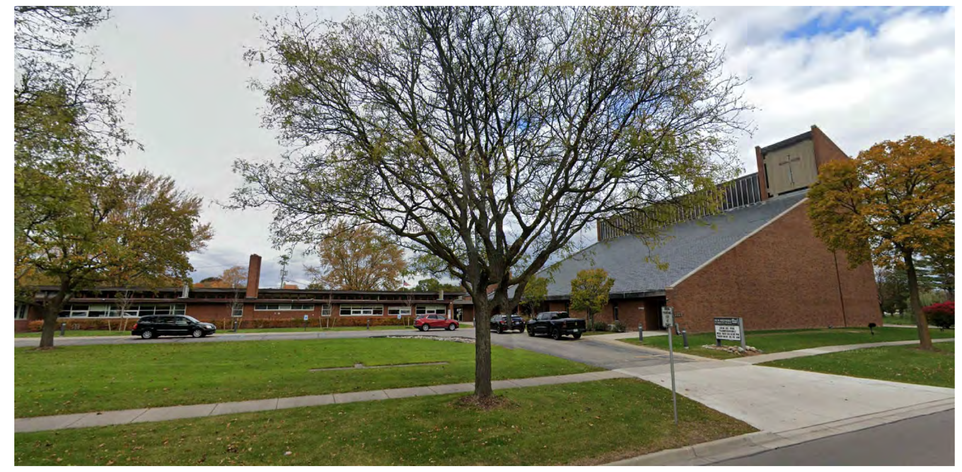
7 **VIEW 7 (NORTH SIDE ENTRYWAY)**

6 **VIEW 6 (SOUTH SIDE ENTRYWAY)**

3 **VIEW 3 (ENTRANCE FROM MELTON RD)**



5 **VIEW 5 (NORTH FACADE OF CHURCH BUILDING)**



2 **VIEW 2 (SOUTH ENTRANCE)**

4 **VIEW 4 (E MELTON RD)**

SHOWING SINGLE-FAMILY RESIDENCES IN CONTEXT WITH SCHOOL BUILDING

1 **VIEW 1 (SOUTH ENTRANCE)**

SITE MAP

STATE OF MICHIGAN
ALEXANDER V. BOGAERTS II
ARCHITECT
No. 1301068995
LICENSED ARCHITECT

Alexander V. Bogaerts + Associates, P.C. ▪ Architecture ▪ Planning ▪ Interior Design

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Bloomfield Hills, MI 48302
248 ▪ 334 ▪ 5000

SHEET TITLE
EXISTING SITE PHOTOS

PRELIMINARY

CLIENT/PROJECT
OUR SHEPHERD LUTHERAN CHURCH
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REVISIONS
01-XX-2022
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JOB NUMBER 1949
DATE 00-00-2016
SHEET NUMBER A300

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fax. (248) 557-5416

seal:

STATE OF MICHIGAN
FELINO A. PASCUAL
LANDSCAPE ARCHITECT
No. 1433
REGISTERED LANDSCAPE ARCHITECT

client:

Our Shepherd Lutheran Church
2225 14 Mile Rd
Birmingham, Michigan

project:

Our Shepherd Lutheran Church

project location:

City of Birmingham, Michigan
14 Mile Road

sheet title:

COLOR LANDSCAPE PLAN

job no./issue/revision date:

LS21.073.05 review 5-13-2021
LS21.073.10 review 11-12-2021
LS22.010.01 city 1-31-2022

drawn by:
JP, DK, HP

checked by:
FP

date:
1-2-2022

notice:
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For free location of public utility lines

The location and elevations of existing underground utilities as shown on this drawing are only approximate. no guarantee is either expressed or implied as to the completeness of accuracy. contractor shall be exclusively responsible for determining the exact location and elevation prior to the start of construction

project no:
LS22.010.01

sheet no:
LSR-1

landscape plan for:

Our Shepherd Lutheran Church

City of Birmingham, Michigan

north

note:

unless noted otherwise, numerical value on landscape quantities specified on plan take precedence over graphic representation.

scale: 0' 20' 40' 80' 120'

1" = 40'- 0"

landscape requirements:

	REQUIRED	PROVIDED
street tree (14 mile road)		
TOTAL LN.FT. OF GREENBELT FRONTAGE	515.88±	
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 40 LN.FT. (515.88 LN.FT. / 40 LN.FT. = 12.9 TREES)	13	3 + 10 EXISTING
street tree (E. melton road)	REQUIRED	PROVIDED
TOTAL LN.FT. OF GREENBELT FRONTAGE	449.85±	
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 40 LN.FT. (449.85 LN.FT. / 40 LN.FT. = 11.25 TREES)	11	12 EXISTING
parking	REQUIRED	PROVIDED
TOTAL SQ.FT OF PARKING AREA PROVIDED	78,361	
TOTAL SQ.FT OF LANDSCAPE AREA REQUIRED (78,361 SQ.FT * 5% = 3,918 SQ.FT)	3,888.79	
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 150 SQ.FT (3,918 SQ.FT / 150 SQ.FT = 26.12 TREES)	26	26

plant material list

key	quant. LS-1	botanical name	common name	size	comments
GT	4	GLEDITSIA TRI. INERMIS 'SKYCOLE'	SKYLINE LOCUST	2 1/2" BB	
AF	8	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE RED MAPLE	2 1/2" BB	
TC	11	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	2 1/2" BB	
TR	3	TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	2 1/2" BB	
ARA	2	ACER R. 'ARMSTRONG'	ARMSTRONG RED MAPLE	3" BB	
CB	1	CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL EUROPENAN HORNBEAN	3" BB	
LS	2	LIQUIDAMBAR STYRACIFLUA	AMERICAN SWEETGUM	2 1/2" BB	
AR	3	CARPINUS BETULUS 'FASTIGIATA'	RED MAPLE	2 1/2" BB	
AC	1	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	8' BB	
CK	1	CORNUS KOUSA	KOUSA DOGWOOD	2" BB	
MJ	1	MAGNOLIA LILLIFLORA 'JANE'	JANE MAGNOLIA	8' BB	
AP	1	ACER P. 'BLOODGOOD'	BLOODGOOD JAPANESE MAPLE	#1 CONT	
MR	2	MALUS 'RED BARRON'	RED BARRON CRABAPPLE	2" BB	
FP	2	PICEA PUNGENS	COLORADO SPRUCE	8' BB	
FPL	1	PICEA PUNGENS	COLORADO SPRUCE	10' BB	

general landscape notes:

1. LANDSCAPE CONTRACTOR SHALL VISIT THE SITE, INSPECT EXISITNG CONDITIONS, REVIEW PROPOSED PLANTINGS AND RELATED WORK. CONTACT THE OWNER AND/OR LANDSCAPE ARCHITECT WITH ANY CONCERNS OR DISCREPANCY BETWEEN THE PLAN, PLANT MATERIAL LIST, AND/OR SITE CONDITIONS.

2. PRIOR TO BEGINNING OF CONSTRUCTION ON ANY WORK, CONTRACTORS SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES. GAS, ELECTRIC, TELEPHONE, CABLE TO BE LOCATED BY CONTACTING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE ALL RELATED WORK ACTIVITIES WITH OTHER TRADES AND REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER PRIOR TO COMMENCING

3. NUMERICAL VALUE ON THE LANDSCAPE QUANTITIES SPECIFIED ON THE PLAN TAKE PRECEDENCE OVER GRAPHIC REPRESENTATION. VERIFY ANY CONCERN-DISCREPANCY WITH LANDSCAPE ARCHITECT.

4. ALL CONSTRUCTION AND PLANT MATERIAL LOCATION TO BE ADJUSTED ON SITE IF NECESSARY

5. ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY CITY OF BIRMINGHAM AND LANDSCAPE ARCHITECT

6. ALL LARGE TREES AND EVERGREENS TO BE STAKED, GUYED AND WRAPPED AS DETAILED, SHOWN ON PLAN.

7. PLANT BEDS TO BE DRESSED WITH MIN. 4" OF FINELY DOUBLE SHREDDED HARDBARK MULCH.

8. DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALL. BACK FILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM EXCAVATED PLANTING HOLE.

9. NATURAL COLOR, FINELY SHREDDED HARDWOOD BARK MULCH REQUIRED FOR ALL PLANTINGS.

10. REMOVE ALL TWINE, WIRE AND BURLAP FROM TREE AND SHRUB EARTH BALLS, AND FROM TREE TRUNKS. 4" THICK BARK MULCH FOR TREES IN 4' DIA. CIRCLE WITH 3" PULLED AWAY FROM TRUNK . 4" THICK BARK MULCH FOR SHRUBS AND 4" THICK BARK MULCH FOR PERENNIALS.

11. PLANT MATERIAL QUALITY & INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.

12. PROVIDE PEAT SOD FOR ALL NEW AND DISTURBED LAWN AREAS UNLESS NOTED OTHERWISE.

13. ALL PLANTING AREAS TO BE PREPARED WITH APPROPRIATE SOIL MIXTURES AND FERTILIZER BEFORE PLANT INSTALLATION.

14. PLANT TREES AND SHRUBS GENERALLY NO CLOSER THAN THE FOLLOWING DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS:
   a). SHADE TREES _____ 5 FT.
   b). ORNAMENTAL AND EVERGREEN TREES (CRAB, PINE, SPRUCE, ETC.) _____ 10 FT.
   c). SHRUBS THAT ARE LESS THAN 1 FOOT TALL AND WIDE AT MATURITY _____ 2 FT.

15. NO TREES OR EVERGREENS TO BE INSTALLED OVER ANY PROPOSED OR EXISTING UTILITY LINES AS SHOWN ON THE OVERALL LANDSCAPE PLAN. SEE ENGINEERING PLANS FOR LOCATION AND DETAILS.

16. ALL LAWN AREAS AND LANDSCAPE BEDS TO BE FULLY IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM. IRRIGATION SYSTEM TO HAVE SEPARTE ZONES FOR LAWN AREAS, PARKING ISLANDS, AND SHRUB BEDS WITH DIFFERENT CONTROL MOISTURE LEVEL ADJUSTMENT PER ZONE AS REQUIRED

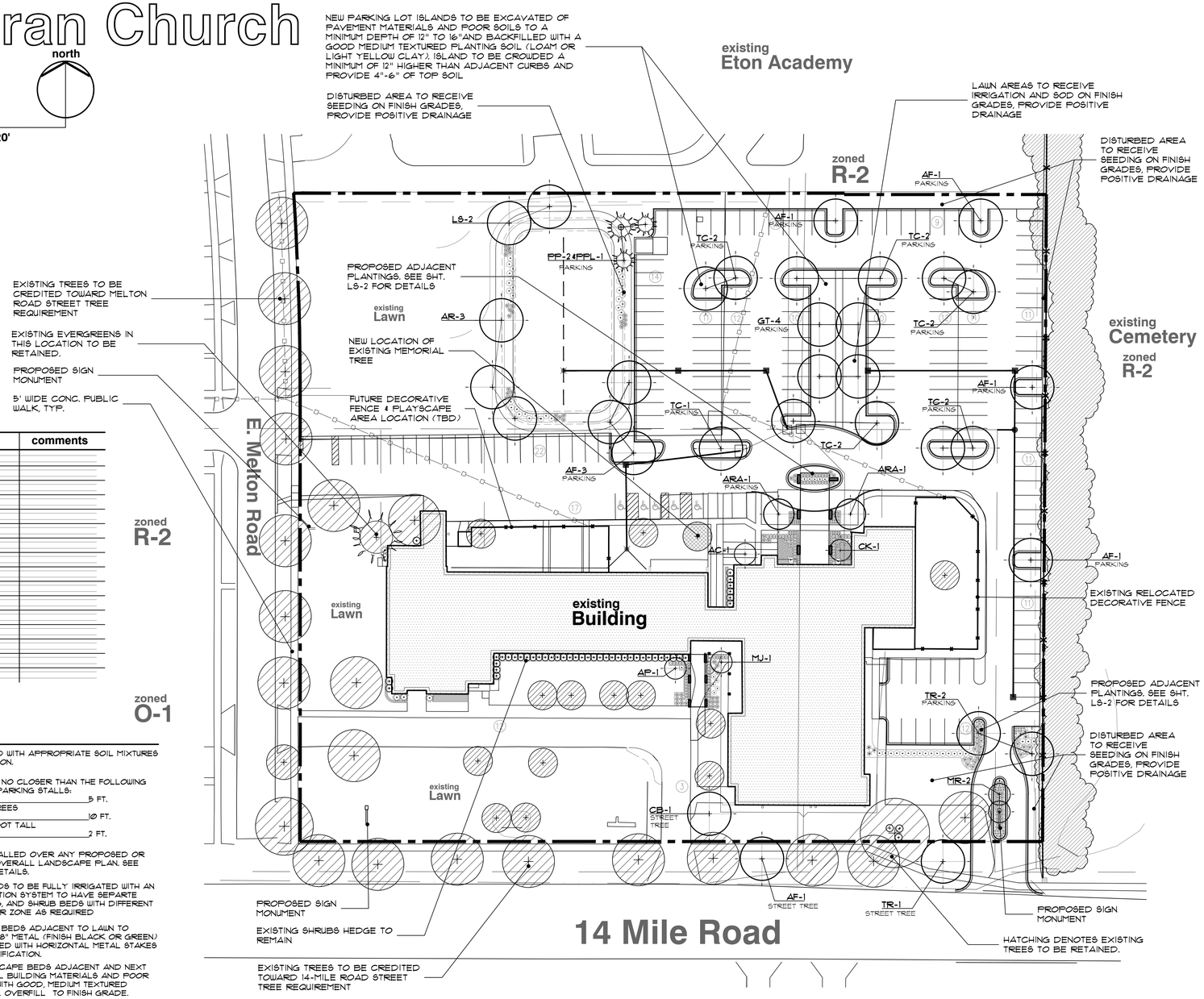
17. UNLESS NOTED OTHERWISE, LANDSCAPE BEDS ADJACENT TO LAWN TO RECIEVE EDGING. EDGING SHALL BE 4" X 1/8" METAL (FINISH BLACK OR GREEN) OR APPROVED EQUAL AND TO BE INSTALLED WITH HORIZONTAL METAL STAKES AT 32" O.C. OR PER MANUFACTERER'S SPECIFICATION.

18. ALL NEW PARKING ISLANDS AND LANDSCAPE BEDS ADJACENT AND NEXT TO BUILDING SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS A MIN. OF 16"-18" DEPTH. BACK FILL WITH GOOD, MEDIUM TEXTURED PLANTING SOILS. ADD A MIN. 4" OF TOPSOIL OVERFILL TO FINISH GRADE. PROVIDE POSITIVE DRAINAGE.

19. WATERING OF ALL PLANTS AND TREES TO BE PROVIDED IMMEDIATELY AND MULCHING WITHIN 24 HOURS AFTER INSTALLATION.

20. ALL TREE PITS TO BE TESTED FOR PROPER DRAINAGE PRIOR TO TREE PLANTING. PROVIDE APPROPRIATE DRAINAGE SYSTEM AS REQUIRED IF THE TREE PIT DOES NOT DRAIN SUFFICIENTLY.

21. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE PLANT MATERIALS AND IRRIGATION INSTALLATION FOR A PERIOD OF TWO YEAR BEGINNING AFTER THE COMPLETION OF LANDSCAPE INSTALLTION DATE APPROVED BY THE CITY OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL REPLACE DURING AND AT THE END OF THE GUARANTEE PERIOD, ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY THE TOWNSHIP OR LANDSCAPE ARCHITECT, WITHOUT COST TO THE OWNER.



1A general landscape planting detail

SCALE: 1"=40'-0"

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seal:

STATE OF MICHIGAN FELINO A. PASCUAL LANDSCAPE ARCHITECT No. 4333 REGISTERED LANDSCAPE ARCHITECT

client:
Our Shepherd Lutheran Church
2225 14 Mile Rd
Birmingham, Michigan

project:
Our Shepherd Lutheran Church

project location:
City of Birmingham, Michigan
14 Mile Road

sheet title:
GENERAL LANDSCAPE PLANTING DETAIL

job no./issue/revision date:

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LS21.073.10 review 11-12-2021
LS22.010.01 city 1-31-2022

drawn by:
JP, DK, HP

checked by:
FP

date:
1-2-2022

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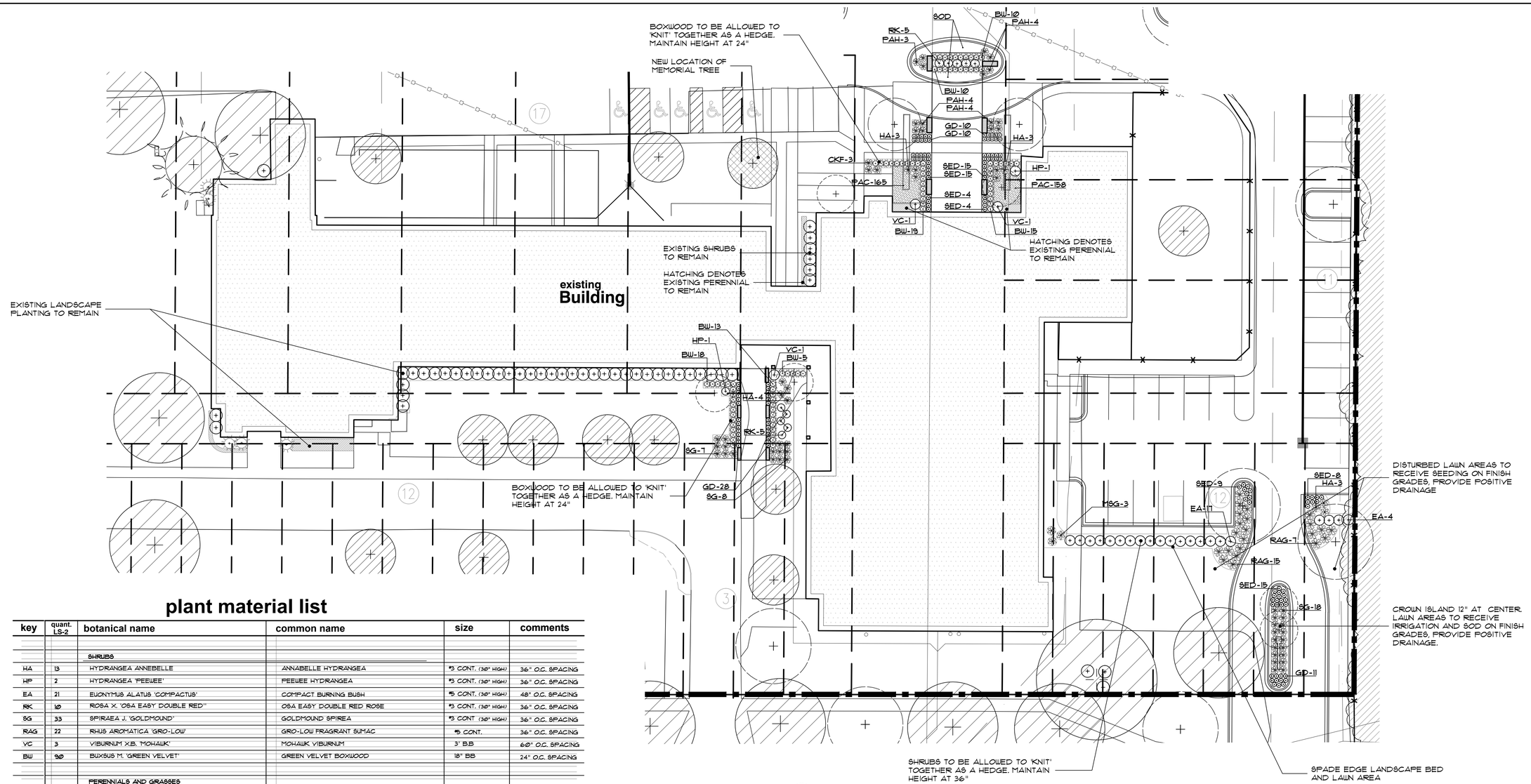
project no:
LS22.010.01

sheet no:
LS-1 of 3

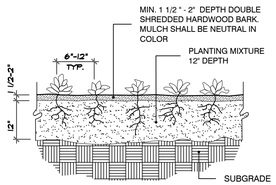


2A building foundation planting detail

SCALE: 1"=20'

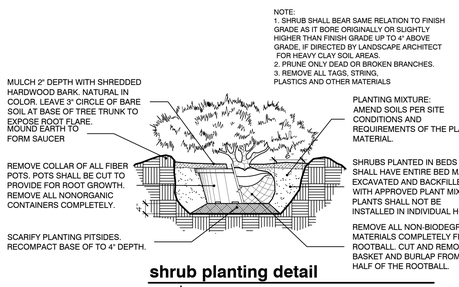
plant material list

key	quant. LS-2	botanical name	common name	size	comments
		SHRUBS			
HA	13	HYDRANGEA ANNEBELLE	ANNABELLE HYDRANGEA	#3 CONT. (30" HIGH)	36" O.C. SPACING
HP	2	HYDRANGEA 'PEEWEE'	PEEWEE HYDRANGEA	#3 CONT. (30" HIGH)	36" O.C. SPACING
EA	21	EUONYMUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	#3 CONT. (30" HIGH)	48" O.C. SPACING
RK	10	ROSA X. 'OSA EASY DOUBLE RED"	OSA EASY DOUBLE RED ROSE	#3 CONT. (30" HIGH)	36" O.C. SPACING
SG	33	SPIRAEA J. 'GOLDMOUND'	GOLDMOUND SPIREA	#3 CONT (30" HIGH)	36" O.C. SPACING
RAG	22	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	#5 CONT.	36" O.C. SPACING
VC	3	VIBURNUM X.B. 'MOHAWK'	MOHAWK VIBURNUM	3' B.B	60" O.C. SPACING
BW	90	BUXSUS M. 'GREEN VELVET"	GREEN VELVET BOXWOOD	18" BB	24" O.C. SPACING
		PERENNIALS AND GRASSES			
GD	59	GERANIUM X. 'ROZANNE'	ROZANNE GERANIUM	8 / FLAT	10" O.C. SPACING
SED	70	SEDUM SPECTABILE 'NEON'	NEON SEDUM	#1 CONT.	10" O.C. SPACING
PAC	323	PACHYSANDRA TERMINALIS	JAPANESE SPURGE & 'GREEN CARPET'	24/FLAT	10" O.C. SPACING
PAH	15	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	#3 CONT.	36" O.C. SPACING
MSG	3	MISCANTHUS SINENSIS 'MORNING LIGHT'	MORNING LIGHT JAPANESE SILVER GRASS	#3 CONT.	42" O.C. SPACING
CKF	3	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C. SPACING



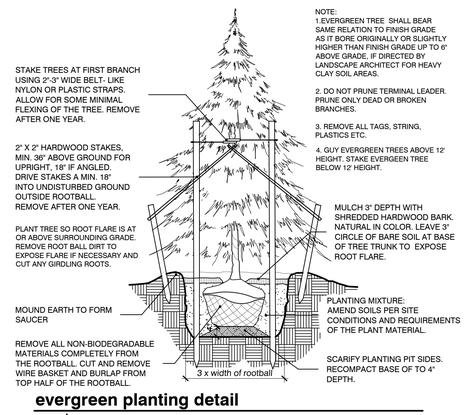
perennial planting detail

no scale



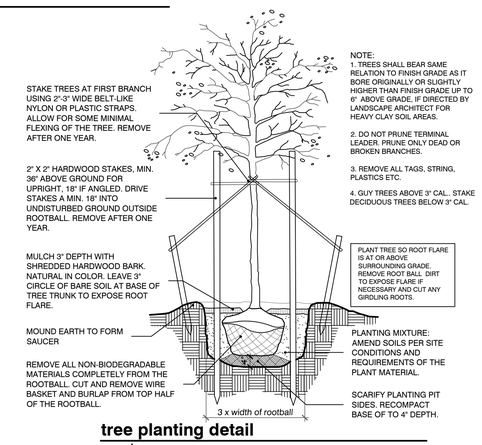
shrub planting detail

no scale



evergreen planting detail

no scale



tree planting detail

no scale

FPA
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seal:

STATE OF MICHIGAN FELINO A. PASCUAL LANDSCAPE ARCHITECT No. 4433 REGISTERED LANDSCAPE ARCHITECT

client:

Our Shepherd Lutheran Church
2225 14 Mile Rd
Birmingham, Michigan

project:

Our Shepherd Lutheran Church

project location:

City of Birmingham, Michigan
14 Mile Road

sheet title:

FOUNDATION PLANTING DETAIL

job no./issue/revision date:

LS21.073.05 review 5-13-2021
LS21.073.10 review 11-12-2021
LS22.010.01 city 1-31-2022

drawn by: JP, DK, HP
checked by: FP
date: 1-2-2022

notice:
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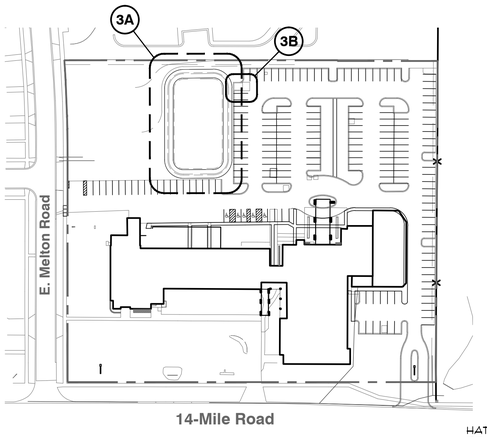
3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171
For free location of public utility lines

The location and elevations of existing underground utilities as shown on this drawing are only approximate. no guarantee is either expressed or implied as to the completeness of accuracy. contractor shall be exclusively responsible for determining the exact location and elevation prior to the start of construction

project no: LS22.010.01

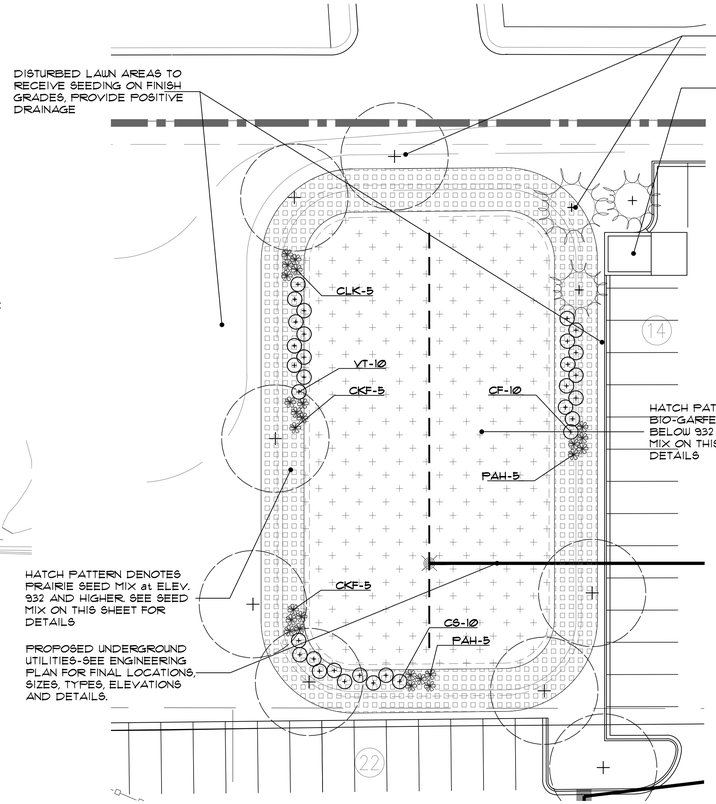
sheet no: LS-2 of 3



key reference location map

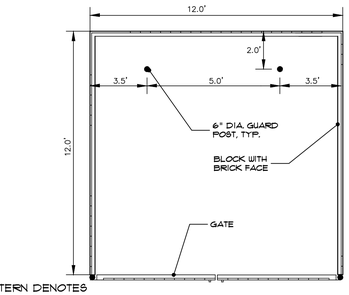
NO SCALE

typ. bio-garden view

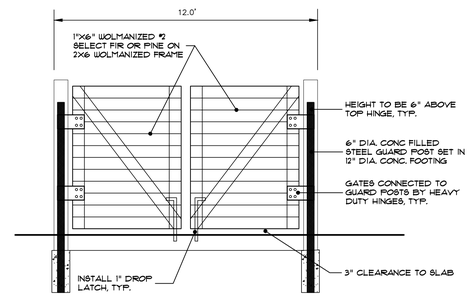


3A bio-garden basin seeding plan

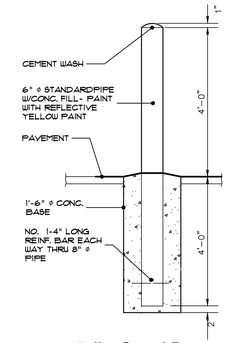
SCALE: 1"=20'



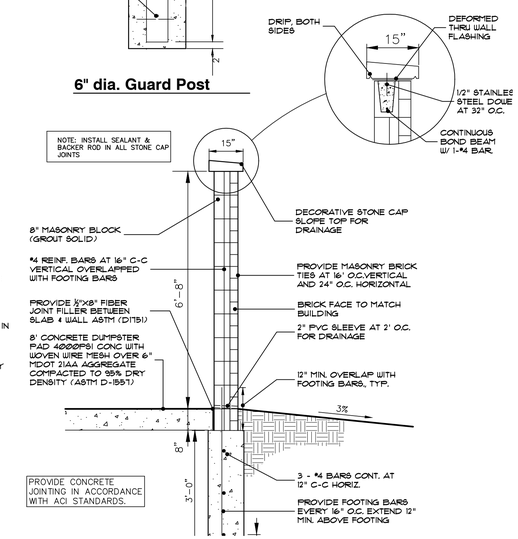
Plan View



Single Gate Trash Enclosure Elevation



6" dia. Guard Post



3B dumpster detail

NO SCALE

bio-garden basin seed mix:

A wetland seed mix for saturated soils in a detention pond or for seeding a saturated basin, this mix will tolerate highly fluctuating water levels and poor water quality associated with urban stormwater wetlands and ponds. For detention basins that experience long, dry periods, use the Economy Prairie seed mix in the upper third to half of the basin area in combination with this mix. This seed mix includes at least 10 of 12 native permanent grass and sedge species and 13 of 17 native forb species. Apply at 32.97 PLS pounds per acre.

Botanical Name	Common Name	PLS Oz/Acre
Permanent Grasses/Sedges		
Bolboschoenus fluviatilis	River Bulrush	1.00
Carex cristatella	Crested Oval Sedge	0.50
Carex lurida	Bottlebrush Sedge	3.00
Carex vulpinoidea	Brown Fox Sedge	2.00
Elymus virginicus	Virginia Wild Rye	24.00
Glyceria striata	Fowl Manna Grass	1.00
Juncus effusus	Common Rush	1.00
Leersia oryzoides	Rice Cut Grass	1.00
Panicum virgatum	Switch Grass	2.00
Schoenoplectus tabernaemontani	Great Bulrush	3.00
Scirpus atrovirens	Dark Green Rush	2.00
Scirpus cyperinus	Wool Grass	1.00
	Total:	41.50
Temporary Cover		
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	100.00
	Total:	460.00

Forbs		
Alisma subcordatum	Common Water Plantain	2.50
Asclepias incarnata	Swamp Milkweed	2.00
Bidens spp.	Bidens Species	2.00
Eupatorium perfoliatum	Common Boneset	1.00
Helenium autumnale	Sneezeweed	2.00
Iris virginica v. shrevei	Blue Flag	4.00
Lycopus americanus	Common Water Horehound	0.50
Mimulus ringens	Monkey Flower	1.00
Pontederia cordata	Ditch Stonecrop	0.50
Persicaria spp.	Pinkweed Species	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Rudbeckia triloba	Brown-Eyed Susan	1.50
Sagittaria latifolia	Common Arrowhead	1.00
Senna hebecarpa	Wild Senna	2.00
Symphyotrichum lanceolatum	Panicled Aster	0.50
Symphyotrichum novae-angliae	New England Aster	0.50
Thalictrum dasycarpum	Purple Meadow Rue	2.00
	Total:	28.00

prairie seed mix:

This prairie seed mix offers an economical way to establish a prairie. In addition to native prairie grasses, flowering species provide color throughout the growing season and food sources for birds and butterflies. Adding seed or plant plugs at a later date is a wonderful way to increase a prairie's richness and diversity. This seed mix includes at least 6 of 7 native permanent grass and sedge species and 10 of 13 native forb species. Apply at 37.70 PLS pounds per acre.

Botanical Name	Common Name	PLS Oz/Acre
Permanent Grasses/Sedges		
Andropogon gerardii	Big Bluestem	12.00
Bouteloua curtipendula	Side-Oats Grama	16.00
Carex spp.	Prairie Sedge Species	3.00
Elymus canadensis	Canada Wild Rye	24.00
Panicum virgatum	Switch Grass	2.50
Schizachyrium scoparium	Little Bluestem	32.00
Sorghastrum nutans	Indian Grass	12.00
	Total:	101.50
Temporary Cover		
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	100.00
	Total:	460.00
Forbs		
Asclepias syriaca	Common Milkweed	1.00
Asclepias tuberosa	Butterfly Weed	1.00
Chamaecrista fasciculata	Partridge Pea	10.00
Coreopsis lanceolata	Sand Coreopsis	8.00
Echinacea purpurea	Broad-Leaved Purple Coneflower	8.00
Helianthus helianthoides	False Sunflower	0.25
Monarda fistulosa	Wild Bergamot	0.50
Penstemon digitalis	Foxglove Beard Tongue	1.00
Ratibida pinnata	Yellow Coneflower	4.00
Rudbeckia hirta	Black-Eyed Susan	8.00
Solidago speciosa	Showy Goldenrod	0.50
Symphyotrichum laeve	Smooth Blue Aster	1.00
Symphyotrichum novae-angliae	New England Aster	0.50
	Total:	41.75

Cardno Native Plant Nursery
128 Sunset Drive
Walkerton, Indiana 46574
Phone: 574-586-2412
Fax: 574-586-2718
nurserysales@cardno.com

plant material list (bio-garden)

key	quant.	botanical name	common name	size	comments
CS	10	CORNUS STOLONIFERA	REDTWIG DOGWOOD	3' B.B	60" O.C. SPACING
CF	10	CORNUS SERICEA 'FLAVIRAMEA'	YELLOW TWIG DOGWOOD	3' B.B	60" O.C. SPACING
VT	10	VIBURNUM TRILOBUM 'COMPACTUM'	COMPACT CRANBERRYBUSH VIBURNUM	3' B.B	60" O.C. SPACING
PAH	10	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	#3 CONT.	36" O.C. SPACING
CKF	15	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C. SPACING

planting landscape notes:

GENERAL NOTES:

1) PLANT MATERIALS TO BE INSTALLED ACCORDING TO THE GREEN OAK TOWNSHIP AND CURRENT AMERICAN ASSOCIATION OF NURSERYMEN'S STANDARDS.

2) PLANT MATERIALS TO BE GUARANTEED FOR 2 YEARS. REPLACE FALLING MATERIAL WITHIN 1 YEAR, OR THE NEXT APPROPRIATE PLANTING PERIOD.

3) PLANT MATERIALS TO BE OF PREMIUM QUALITY, NO. 1 GRADE NORTHERN NURSURY GROWN, IN HEALTHY CONDITION, FREE OF PESTS AND DISEASES.

4) MULCH IS TO BE NATURAL COLORED, FINELY SHREDDED HARDWOOD BARK OF 4" THICK BARK MULCH FOR TREES IN 4' DIA. CIRCLE W/3" PULLED AWAY FROM TRUNK, 3" THICK BARK MULCH FOR SHRUBS AND 2" THICK BARK MULCH FOR PERRENIALS.

5) CALL MISS DIG AT 1-800-482-7171 PRIOR TO ANY CONSTRUCTION.

DECIDUOUS & EVERGREEN TREE:

1) TREE SHALL BE INSTALLED SAME RELATIONSHIP TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 6" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.

2) DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.

3) REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSLIGHTLY AND COULD CAUSE GIRDLING.

4) REMOVE TREE STAKES, GUY WIRES AND TREE WRAP AFTER ONE WINTER SEASON.

SHRUB:

1) SHRUB SHALL BE INSTALLED SAME RELATIONSHIP TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 4" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.

2) DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.

3) REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSLIGHTLY AND COULD CAUSE GIRDLING.

landscape maintenance notes:

LANDSCAPE MAINTENANCE PROCEDURES AND FREQUENCIES TO BE FOLLOWED SHALL BE SPECIFIED ON THE LANDSCAPE PLAN, ALONG WITH THE MANNER IN WHICH THE EFFECTIVENESS, HEALTH AND INTENDED FUNCTIONS OF THE VARIOUS LANDSCAPE AREAS ON THE SITE WILL BE ENSURED.

1. LANDSCAPING SHALL BE KEPT IN A NEAT, ORDERLY AND HEALTHY GROWING CONDITION, FREE FROM DEBRIS AND REFUSE.

2. PRUNING SHALL BE MINIMAL AT THE TIME OF INSTALLATION, ONLY TO REMOVE DEAD OR DISEASED BRANCHES. SUBSEQUENT PRUNING SHALL ASSURE PROPER MATURATION OF PLANTS TO ACHIEVE THEIR APPROVED PURPOSE.

3. ALL DEAD OR DISEASED PLANT MATERIAL SHALL BE REMOVED AND REPLACED WITHIN SIX (6) MONTHS AFTER IT DIES OR IN THE NEXT PLANTING SEASON, WHICHEVER OCCURS FIRST. THE PLANTING SEASON FOR DECIDUOUS PLANTS SHALL BE BETWEEN MARCH 15 AND NOVEMBER 15 OR UNTIL THE PREPARED SOIL BECOMES FROZEN. THE PLANTING SEASON FOR EVERGREEN PLANTS SHALL BE BETWEEN MARCH 1 AND JUNE 1. PLANT MATERIAL INSTALLED TO REPLACE DEAD OR DISEASED MATERIAL SHALL BE AS CLOSE AS PRACTICAL TO THE SIZE OF THE MATERIAL IT IS INTENDED TO REPLACE.

lawn area:

SOD LAWN AREAS SHALL BE KENTUCKY BLUE GRASS BLEND GRASS IN A SOD NURSERY ON LOAM SOIL. SOD TO BE INSTALLED ON MINIMUM 4" TOPSOIL.

SEEDED LAWN AREAS SHALL CONSIST OF THE FOLLOWING TYPES AND PROPORTIONS:

5% PERENNIAL RYE GRASS
10% RED FESCUE
25% CHEWINGS FESCUE
60% KENTUCKY BLUE GRASS

SEED MIX SHALL BE APPLIED AT A RATE OF 200 POUNDS PER ACRE AND WEED CONTENT SHALL NOT EXCEED 1%. SEED. PROVIDE A MINIMUM 4" TOP SOIL ON ALL SEEDED LAWN AREA

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Community Land Planner and registered Landscape Architect
24333 Orchard Lake Rd, Suite G
Farmington Hills, MI 48336
ph. (248) 557-5588
fax. (248) 557-5416

seal:

STATE OF MICHIGAN FELINO A. PASCUAL LANDSCAPE ARCHITECT No. 1433 REGISTERED LANDSCAPE ARCHITECT

client:
Our Shepherd Lutheran Church
2225 14 Mile Rd
Birmingham, Michigan

project:
Our Shepherd Lutheran Church

project location:
City of Birmingham, Michigan
14 Mile Road

sheet title:
BIO-GARDEN PLANTING DETAIL

job no./issue/revision date:
LS21.073.05 review 5-13-2021
LS21.073.10 review 11-12-2021
LS22.010.01 city 1-31-2022

drawn by:
JP, DK, HP
checked by:
FP
date:
1-2-2022

notice:
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project no:
LS22.010.01

sheet no:
LS-3 of 3

Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Lamp	Light Loss Factor
	B1	9	BEGA Converted by LUMCat V 18.04.2017 / M.S.	84063K3	LED	0.9
	P1	4	Lithonia Lighting	DSX0 LED 40K MVOLT	LED	0.9
	P2	16	Lithonia Lighting	DSX0 LED 40K MVOLT	LED	0.9
	P3	4	Lithonia Lighting	DSX0 LED 40K MVOLT	LED	0.9
	P4	2	Lithonia Lighting	DSX0 LED 40K MVOLT	LED	0.9
	W1	3	Lithonia Lighting	WDGE2 LED 40K 80CRI	LED	0.9
	W2	2	Lithonia Lighting	WDGE1 LED 40K 80CRI	LED	0.9
	C1	18	Lithonia Lighting	LDN6 LO6AR LSS	LED	0.9
	S1	14	Hydrel	4750L 4FT 2000LMF 50K WWD	LED	1

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Grade @ 0'	+	0.6 fc	26.7 fc	0.0 fc	N/A	N/A	0.0:1
MAIN PARKING AND DRIVES	✳	2.3 fc	10.7 fc	0.4 fc	26.8:1	5.8:1	0.2:1
PROPERTY LINE	+	0.1 fc	0.9 fc	0.0 fc	N/A	N/A	0.1:1
Front Drive	✳	3.9 fc	5.5 fc	0.8 fc	6.9:1	4.9:1	0.7:1

General Note

1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"
3. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

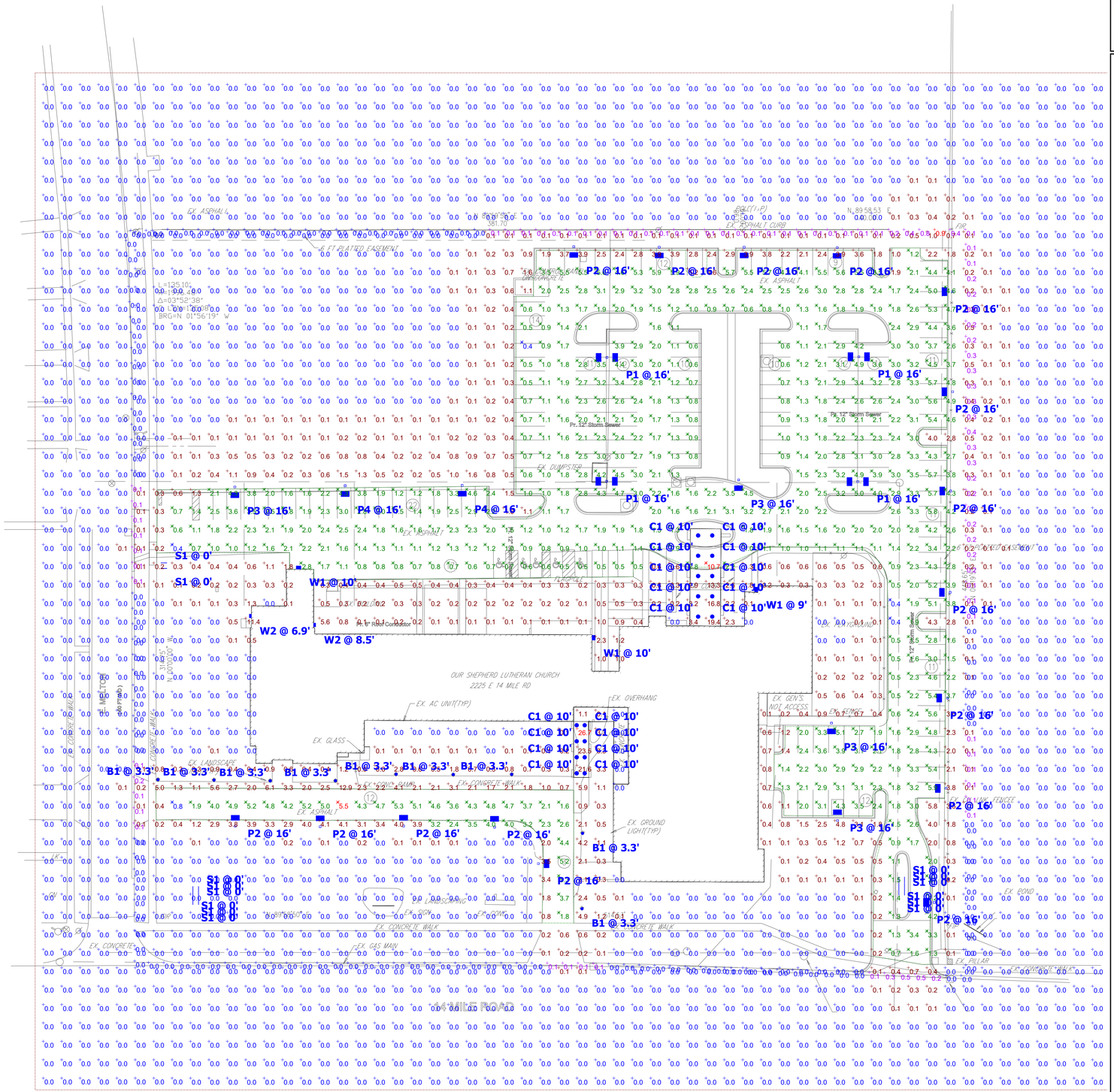
THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.



Plan View
Scale - 1" = 35ft

OUR SHEPHERD LUTHERAN CHURCH
PHOTOMETRIC PLAN
PREPARED FOR: SUJAK ENGINEERING
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
DS
Date
10/12/2021
REV. 11/2/21
Scale
Not to Scale
Drawing No.
#21-67602 V3

D-Series Size 0
LED Area Luminaire

d^series

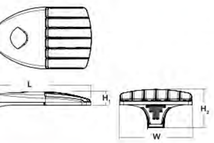
Catalog Number
Notes
Type

Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Specifications

EPA: 0.95 ft² (.09 m²)
Length: 26" (660 mm)
Width: 13" (330 mm)
Height,1: 3" (7.62 cm)
Height,2: 7" (17.8 cm)
Weight (max): 16 lbs (7.25 kg)



Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** P1 P4[1] P7[1] P2 P5 P3 P6 **Rotated optics** P10[1] P12[1] P11[1] P13[1,2]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short[1] T5S Type V short[1] T5M Type V medium[1] T5W Type V wide[1] BLC Backlight control[3] LCCO Left corner cutoff[3] RCCO Right corner cutoff[3]	MVOLT[3,4] 120[5] 208[5] 240[5] 277[5] 347[5] 480[5]	**Shipped included** SPA Square pole mounting RPA Round pole mounting WBA Wall bracket[1] SPUMBA Square pole universal mounting adaptor[6] RPUMBA Round pole universal mounting adaptor[6] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[7]

Control options	Other options	Finish
Shipped installed NLTAIR2 nLight AIR generation 2 enabled[8,9] PIRHN Network, high/low motion/ambient sensor[10] PER NEMA twist-lock receptacle only (control ordered separately)[11] PER5 Five-pin receptacle only (control ordered separately)[11] PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separately)[11,12] DMG 0-10V dimming extend out back of housing for external control (control ordered separately)[11]	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc[10,13] PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc[10,13] PIRH1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[10,13,14] PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[10,13,14] FAO Field adjustable output[15] **Shipped separately** BS Bird spikes[16] EGS External glare shield	**Shipped installed** HS House-side shield[16] SF Single fuse (120, 277, 347V)[5] DF Double fuse (208, 240, 480V)[5] L90 Left rotated optics[7] R90 Right rotated optics[7] DDL Diffused drop lens[16] HA -50°C ambient operation[1] **Shipped separately** BS Bird spikes[16] EGS External glare shield
		DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

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WDGE2 LED
Architectural Wall Sconce

Catalog Number
Notes
Type

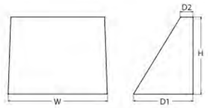
Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing a true site-wide solution. Embedded with nLight® AIR wireless controls, the WDGE family provides additional energy savings and code compliance.

WDGE2 delivers up to 6,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. When combined with multiple integrated emergency battery backup options, including an 18W cold temperature option, the WDGE2 becomes the ideal wall-mounted lighting solution for pedestrian scale applications in any environment.

Specifications

Depth (D1): 7"
Depth (D2): 1.5"
Height: 9"
Width: 11.5"
Weight (without options): 13.5 lbs



WDGE LED Family Overview

Luminaire	Standard EM, 0°C	Cold EM, -20°C	Sensor	Lumens (4000K)					
				P1	P2	P3	P4	P5	P6
WDGE1 LED	4W	--	--	1,200	2,000	--	--	--	--
WDGE2 LED	10W	18W	Standalone / nLight	1,200	2,000	3,000	4,500	6,000	--
WDGE3 LED	15W	18W	Standalone / nLight	2,500	8,500	10,000	12,000	--	--
WDGE4 LED	--	--	Standalone / nLight	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE2 LED P3 40K 80CRI VF MVOLT SRM DDBXD

Series	Package	Color Temperature	CRI	Distribution	Voltage	Mounting
WDGE2 LED	P1 P1SW P2[1] P2SW P3[1] P3SW P4[1] Dove with small window (DWS) is required to accommodate sensors. See page 2 for more details. P5[1]	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K[2] 5000K	80CRI 90CRI	VF Visual comfort forward throw VW Visual comfort wide	MVOLT 347[3] 480[3]	**Shipped included** SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only)[4] **Shipped separately** AWS 3/8inch Architectural wall spacer BBW Surface-mounted back box PBBW Premium surface-mounted back box (top, left, right conduit entry)

Options		Finish
E4WH Emergency battery backup, CEC compliant (4W, 0°C min) E20WH Emergency battery backup, CEC compliant (10W, 5°C min) E20WC Emergency battery backup, CEC compliant (10W, -20°C min) PE[1] Photocell, Button Type DS[1] Dual switching (comes with 2 drivers and 2 light engines, see page 3 for details) DMG[1] 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) BCE Blank conduit entry for premium back box (PBBW). Total of 4 entry points.	**Standalone Sensors/Controls** Only available with P1SW, P2SW & P3SW) PIR Bi-level (100%/35%) motion sensor for 8-15' mounting heights. Intended for use on switched circuits with external dusk to dawn switching. PIRH Bi-level (100%/35%) motion sensor for 15-30' mounting heights. Intended for use on switched circuits with external dusk to dawn switching. PIR1FC3V Bi-level (100%/35%) motion sensor for 8-15' mounting heights with photocell pre-programmed for dusk to dawn operation. PIRH1FC3V Bi-level (100%/35%) motion sensor for 15-30' mounting heights with photocell pre-programmed for dusk to dawn operation. **Networked Sensors/Controls** Only available with P1SW, P2SW & P3SW) NLTAIR2 PIR nLight AIR Wireless enabled bi-level motion/ambient sensor for 8-15' mounting heights. NLTAIR2 PIRH nLight AIR Wireless enabled bi-level motion/ambient sensor for 15-30' mounting heights. See page 4 for out of box functionality	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Sandstone DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

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WDGE1 LED
Architectural Wall Sconce

Catalog Number
Notes
Type

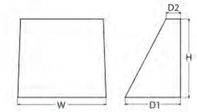
Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing true site-wide solution.

WDGE1 delivers up to 2,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. The compact size of WDGE1, with its integrated emergency battery backup option, makes it an ideal over-the-door wall-mounted lighting solution.

Specifications

Depth (D1): 5.5"
Depth (D2): 1.5"
Height: 8"
Width: 9"
Weight (without options): 9 lbs



WDGE LED Family Overview

Luminaire	Standard EM, 0°C	Cold EM, -20°C	Sensor	Lumens (4000K)					
				P1	P2	P3	P4	P5	P6
WDGE1 LED	4W	--	--	1,200	2,000	--	--	--	--
WDGE2 LED	10W	18W	Standalone / nLight	1,200	2,000	3,000	4,500	6,000	--
WDGE3 LED	15W	18W	Standalone / nLight	7,500	8,500	10,000	12,000	--	--
WDGE4 LED	--	--	Standalone / nLight	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE1 LED P2 40K 80CRI VF MVOLT SRM PE DDBXD

Series	Package	Color Temperature	CRI	Distribution	Voltage	Mounting
WDGE1 LED	P1 P2	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K[1] 5000K	80CRI 90CRI	VF Visual comfort forward throw VW Visual comfort wide	MVOLT 347[2]	**Shipped included** SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only)[3] **Shipped separately** AWS 3/8inch Architectural wall spacer BBW Surface-mounted back box PBBW Premium surface-mounted back box (top, left, right conduit entry)

Options	Finish
E4WH[1] Emergency battery backup, CEC compliant (4W, 0°C min) PE[1] Photocell, Button Type DS Dual switching (comes with 2 drivers and 2 light engines, see page 3 for details) DMG 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) BCE Blank conduit entry for premium back box (PBBW). Total of 4 entry points.	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Sandstone DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

Accessories
Ordered and shipped separately.

WDGE4VS DDBXD U — WDGE 3/8inch Architectural Wall Spacer (specify finish)
WDGE PBBW DDBXD U — WDGE1 Premium surface-mounted back box (specify finish)
WBBW DDBXD U — Surface-mounted back box (specify finish)

NOTES
1 50K not available in 90CRI
2 347V not available with E4WH, DS or PE.
3 E4WH not available with PE or DS.
4 PE not available with DS.
5 Not qualified for DLC. Not available with E4WH.

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LITHONIA LIGHTING

Catalog Number
Notes
Type

LDN6

6" Open and WallWash LED
Non-IC
New Construction Downlight

FEATURES & SPECIFICATIONS

INTENDED USE — Typical applications include corridors, lobbies, conference rooms and private offices.
CONSTRUCTION — Galvanized steel mounting/plaster frame; galvanized steel junction box with bottom-hinged access covers and spring latches. Reflectors are retained by torsion springs.
Vertically adjustable mounting brackets with commercial bar hangers provide 3-3/4" total adjustment. Two combination ½"-3/4" and four ½" knockouts for straight-through conduit runs. Capacity: 8 (4 in, 4 out). No. 12 AWG conductors, rated for 90°C.
Accommodates 12"-24" joist spacing.
Passive cooling thermal management for 25°C standard; high ambient (40°C) option available. Light engine and drivers are accessible from above or below ceiling.
Max ceiling thickness 1-1/2".
OPTICS — LEDs are binned to a 3-step SDCM; 80 CRI minimum. 90 CRI optional.
LED light source concealed with diffusing optical lens.
General illumination lighting with 1.0 S/MH and 55° cutoff to source and source image.
Self-flanged anodized reflectors in specular, semi-specular, or matte diffuse finishes. Also available in white and black painted reflectors.
ELECTRICAL — Multi-volt (120-277V, 50/60Hz) 0-10V dimming drivers mounted to junction box. 10% or 1% minimum dimming level available.
0-10V dimming fixture requires two (2) additional low-voltage wires to be pulled.
70% lumen maintenance at 60,000 hours.
LISTINGS — Certified to US and Canadian safety standards. Wet location standard (covered ceiling). IP55 rated. ENERGY STAR® certified product.
WARRANTY — 5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions
Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

6+ Capable options indicated by this color background.

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: LDN6 35/15 L06AR LSS MVOLT EZ10

LDN6 Series	Color temperature	Lumens[1]	Aperture/Trim Color	Finish	Voltage
LDN6 6" round	27/ 2700K 30/ 3000K 35/ 3500K 40/ 4000K 50/ 5000K	05 500 lumens 07 750 lumens 10 1000 lumens 15 1500 lumens 20 2000 lumens 25 2500 lumens 30 3000 lumens 40 4000 lumens 50 5000 lumens	L06 Downlight LW6 Wallwash AR Clear WR[2] White BR[2] Black	LSS Semi-specular LD Matte diffuse LS Specular	MVOLT Multi-volt 120 120V 277 277V 347[3] 347V

Driver	Options		
G210 0-10V driver dims to 10% G21 0-10V driver dims to 1% D10 Minimum dimming 10% driver for use with AOT D1 Minimum dimming 1% driver for use with AOT EZ10 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 10% EZ1 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 1% EDA5 eldoLED DALI SOLODRIVE dim to dark	SF[4] Single fuse TRIM[1] White painted flange TRBL[1] Black painted flange EL[5] Emergency battery pack with integral test switch. 10W Constant Power. Not Certified in CA Title 20 MAEDBS ELR[6] Emergency battery pack with remote test switch. 10W Constant Power. Not Certified in CA Title 20 MAEDBS ELSD[1] Emergency battery pack with self-diagnostics, integral test switch. 10W Constant Power. Not Certified in CA Title 20 MAEDBS ELRSD[1] Emergency battery pack with self-diagnostics, remote test switch. 10W Constant Power. Not Certified in CA Title 20 MAEDBS E10WCP[6] Emergency battery pack, 10W Constant Power with integral test switch. Certified in CA Title 20 MAEDB E10WCPR[6] Emergency battery pack, 10W Constant Power with remote test switch. Certified in CA Title 20 MAEDB NPP16D[7] nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (G210, G21). NPP16DER[7] nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (G210, G21). ER controls fixtures on emergency circuit.	HBD[1] nLight® Lumen Compensation IOT[1] Wireless room control with "Just One Touch" pairing NPS80EZ[7] nLight® dimming pack controls 0-10V eldoLED drivers (EZ10, EZ1) NPS80EZER[7] nLight® dimming pack controls 0-10V eldoLED drivers (EZ10, EZ1). ER controls fixtures on emergency circuit. HGO[1,10] High ambient option CP[11] Chicago Plenum RTL___ RELOC® ready luminaire connectors enable a simple and consistent factory installed option across all ABL luminaire brands. Available only in RR A, RR B, RR AL, and RR LC125. Refer to RR spec sheet on www.acuitybrands.com for the RELOC product specifications. nLight® Air enabled NLTAIR2[12,13] nLight® AIR Dimming Pack Wireless Controls. Controls fixtures on emergency circuit, not available with battery pack options. NLTAIREM2[12,13] nLight® AIR Dimming Pack Wireless Controls. 0/10V Emergency Operation, via power interrupt detection. Available with battery pack options. U5POM U5 point of manufacture 90CRI High CRI (90+)	

Accessories: Order as separate catalog number.

PS1055CP EMC Power Sentry battery pack. T20 compliant, field installable. 10w constant power
EAC 0S5M 375 Compact interruptible emergency AC power system
EAC 0S5M 125 Compact interruptible emergency AC power system
GRA6B IZ Oversized trim ring with 8" outside diameter[1]

Notes
1 Overall height varies based on lumen package, refer to dimensional chart on page 3.
2 Not available with finishes.
3 Not available with emergency options.
4 Must specify voltage: 120V or 277V.
5 Available with clear (AR) reflector only.
6 12.5" of plenum depth or tap access required for battery pack maintenance.
7 Specify voltage. ER for use with generator supply EM power. Will require an emergency hot feed and normal hot feed.
8 Fixture begins at 80% light level. Must be specified with NPS80EZ or NPS80EZER. Only available with E210 and E21 drivers.
9 Not available with CP. NPS80EZ, NPS80EZER, NPP16D, NPP16DER or HBD options.
10 NLTAIR2, NLTAIREM2 not recommended for metal ceiling installations.
11 Fixture height is 6.5" for all lumen packages with HGO.
12 Must specify voltage for 3000lm and above. 5000lm with market spacing (H) x (H) is 14 ft x 14 ft. Not available with emergency battery pack option.
13 Must specify D10 or D1 driver. Not available with nLight options. Not available with CP. Not recommended for metal ceiling installations. Not for use with emergency backup power systems other than battery packs.

LED bollards - rotationally symmetrical light distribution

BEGA

Application
LED bollards with rotationally symmetrical light distribution designed to provide glare-free illumination perfect for squares, pathways and entrances. Provided with mounting system that allows the luminaire to be adjusted independent of anchor bolt orientation.

Materials
Luminaire housing and posts constructed of die-cast and extruded marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy
Clear safety glass
Reflector made of pure anodized aluminum.
Silicone applied robotically to casting, plasma treated for increased adhesion
High temperature silicone gasket
Mechanically captive stainless steel fasteners
Anchorage constructed of galvanized steel
NRTL listed to North American Standards, suitable for wet locations
Protection class IP 65
Weight: 23.8 lbs

Electrical
Operating voltage 120-277V AC
Minimum start temperature -30° C
LED module wattage 19.4 W
System wattage 23.0 W
Controllability 0-10V, TRIAC, and ELV dimmable
Color rendering index Ra > 80
Luminaire lumens 1,371 lumens (3000K)
Lifetime at Ta = 15° C 286,000 h (L70)
Lifetime at Ta = 30° C 117,000 h (L70)

LED color temperature
4000K - Product number + **K4**
3500K - Product number + **K35**
3000K - Product number + **K3**
2700K - Product number + **K27**
BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires – see website for details

Finish
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.
Available colors: Black (BLK), Bronze (BRZ), White (WHT), Silver (SLV), RAL:, CUS:

Type:
BEGA Product:
Project:
Modified:

Bollard - rotationally symmetrical

	LED	A	D	Aluminum
84063	19.4 W	8 in	38 in	79817

BEGA · 1000 BEGA Way, Carpinteria, CA 93013 · (805) 684-0533 · info@bega-us.com
Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
© copyright BEGA, 03/18
Updated 03/19

HYDREL

DATE/TIME:
NAME:
NOTE:
TYPE:

4750L STATIC WHITE
Linear

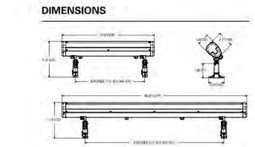
Specifications
Weight: 4' 17.5lbs
2' 12.5lbs

HIGHLIGHTS

- The The 4750L delivers industry leading durability, performance and lumen output
- Superior water resistance IP67 with Hydrel "Flow-Thru" technology, water flows around the independently sealed integral driver module and sealed LED module
- Aiming integrity with a fully adjustable and rugged knuckle design using Taper-Lock technology
- Long life in the most demanding environments with low copper content housing materials, stainless steel fasteners, and durable powder coat finish options for Coastal Regions and Natrations
- 3G vibration rated per ANCI C136.31

5 YEAR WARRANTY
LED
IP67
DLC
Buy American

DIMENSIONS

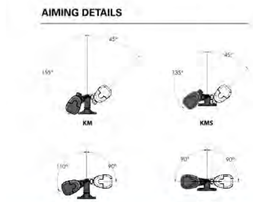


LUMEN PACKAGES

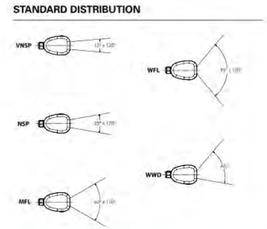
	VNSP	NSP	MFL	WFL	WWD
Delivered Lumens	6491	6446	7200	7286	6592
Watts	64	64	64	64	64
LPW	102	104	113	114	103
Peak Candela	7650	5961	4242	2683	3998

Note: Information based on 4000K @ 2000LMF on 4FT fixture

AIMING DETAILS



STANDARD DISTRIBUTION



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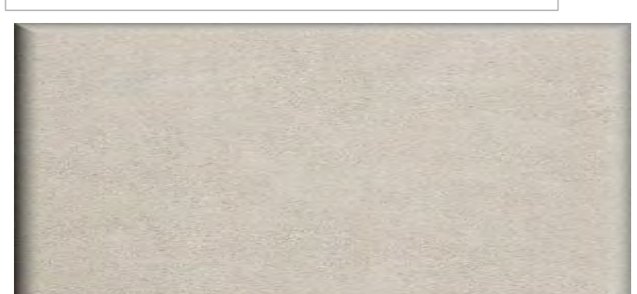
Phone: 800-705-SERV (7378) • www.hydrel.com

OUR SHEPHERD LUTHERAN CHURCH
PHOTOMETRIC PLAN
PREPARED FOR: SUJAK ENGINEERING ASSOCIATES
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
DS
Date
10/12/2021
REV. 11/2/21
Scale
Not to Scale
Drawing No.
#21-67602 V3

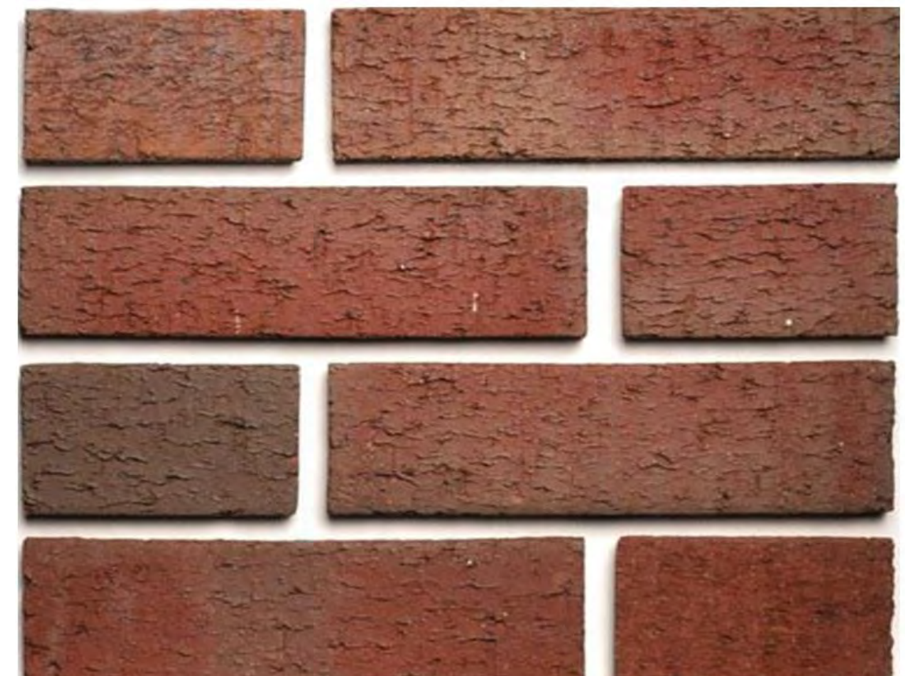
OUR SHEPARD LUTHERAN CHURCH: EXTERIOR MATERIALS AND FINISHES FOR NEW ADDITIONS

ROOF SHINGLE: COLOR AND STYLE TO MATCH



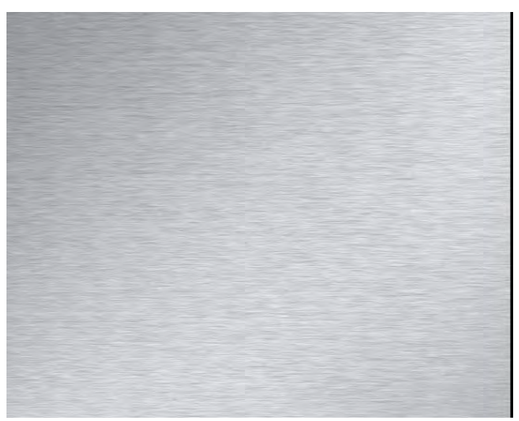
LIMESTONE CAP TO MATCH EXISTING LIMESTONE CAP

NEW BRICK TO MATCH EXISITNG AT NEW COVERED ENTRANCE

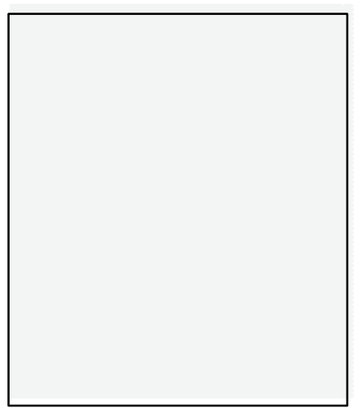


NEW PORTE COCHERE BRICK

x



BUILDING AND FREESTANDING CROSS FINISH, ALUMINUM FRAMING FOR METAL SIDING PANELS (MATCH EXISTING)



WHITE METAL FASCIA @ NEW COVERERED ENTRY.
ALTERNATE MATERIAL: FIBER CEMENT BOARD-PAINTED

METAL FASCIA ON FLAT ROOF TO MATCH EXISTING FASCIA

METAL SIDING (TO MATCH EXISTING) IN ALUMINUM FRAMING, PIN-MOUNTED CHURCH SIGNAGE

Alexander V. Bogaerts + Associates, P.C.
Architecture • Planning • Interior Design
2445 Franklin Road
Bloomfield Hills, MI 48302
248•334•5000

ALL MATERIALS TO BE SIMILAR/EQUAL

ALEXANDER V. BOGAERTS & ASSOCIATES, P.C.
Architecture
Planning
Interior Design

2445 Franklin Rd.
Bloomfield Hills, MI 48302
248/ 334-5000

March 16, 2022

OUR SHEPARD LUTHERAN CHURCH
EXTERIOR MATERIALS AND FINISHES FOR NEW ADDITIONS
(selections represent samples on board submitted to city. All selections to be verified with existing building materials). All materials to be similar/equal.

Porte Cochere Brick:	Bowerston Brick (Friendship) #1300 Valley Blend Wirecut Modular
Covered entry Brick: (to match existing)	Acme Brick (Friendship) Manewa
Limestone Cap:	Indiana Buff Limestone to match existing stone cap.
Building & Freestanding Cross finish, Aluminum Framing for metal siding Panels (match existing)	Atas Clear Anodized #70
White Metal Fascia: (match existing color)	Atas Ascot White #01 Alternate Material: Cement Fiber-board, painted
Clerestory Panels, Pin-Mounted Signage	Atas Matte Black #32
Metal Fascia on Flat Roof (match existing color)	Atas Classic Bronze #10
Shingles (match existing color & style)	IKO Cambridge Dual Gray

City of Birmingham
A Walkable Community

RECEIVED
FEB 01 2022
CITY OF BIRMINGHAM
COMMUNITY DEVELOPMENT DEPT.

Special Land Use Permit Application

Planning Division

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

1. Applicant

Name: Our Shepherd Lutheran Church
Address: 2225 E 14 Mile Rd. Birmingham, MI 48009
Phone Number: 248-646-6100
Fax Number:
Email address: churchoffice@ourshepherd.net

2. Property Owner

Name: Our Shepherd Lutheran Church
Address: 2225 E 14 Mile Rd. Birmingham, MI 48009
Phone Number: 248-646-6100
Fax Number:
Email address: churchoffice@ourshepherd.net

3. Applicant's Attorney/Contact Person

Name: David Priskorn
Address: 2225 E 14 Mile Rd. Birmingham, MI 48009
Phone Number: 248-705-7874
Fax Number:
Email address: priskhorn@ourshepherd.net

4. Project Designer/Developer

Name: Alexander V Bogaerts + Associates, P.C.
Address: 2445 Franklin Rd, Bloomfield Hills, MI 48302
Phone Number: 248-334-5000
Fax Number:
Email address: mabanatha@bogaerts.us

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;
   - 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.

6. Project Information

Address/Location of the property: 2225 E 14 Mile Rd. Birmingham, MI 48009
Name of development: Our Shepherd Lutheran Church
Sidwell #: 20-31-455-005, 20-31-456-002, 20-31-401-000
Current Use: Religious
Proposed Use: same
Area of Site in Acres: +- 5.3 ac
Current zoning: R-2
Is the property located in the floodplain?
Name of Historic District Site is located in: NA
Date of Historic District Commission Approval: NA
Date of Application for Preliminary Site Plan:
Date of Preliminary Site Plan Approval:

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? yes
Date of Application for SLUP:
Date of SLUP Approval:
Date of Last SLUP Amendment:
Will proposed project require the division of platted lots? no
Will proposed project require the combination of platted lots? no

7. Details of the Proposed Development (attach separate sheet if necessary)

New parking lot design on north and east side of building, with new landscape and pedestrian entry walks

New porte cochere entry addition on the north elevation

New covered entry on the south elevation. New infill/addition to existing brick column line on the south elevation adjacent to new covered entry.

New additional foundation landscape around building

New site and building lighting

(3) new ground signs - (1) at the NW drive entry off of Melton Rd, (1) at the SW corner of the site (Melton & 14 mile rd), (1) at new boulevard drive entry on SE corner of site, small identification sign on new porte cochere column

8. Buildings and Structures

Number of Buildings on Site: Main bldg & small storage bldg

Height of Buildings & # of Stories: 1 story w/ balcony (see elevations)

Use of Buildings: church and ancillary uses

Height of Rooftop Mechanical Equipment: existing to remain as is

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: see floor plan

Number of square feet per upper floor: see floor plan

Total floor area: see floor plan

Floor area ratio (total floor area ÷ total land area): See floor plan

Open space: See site plan

Percent of open space: See site plan

Office Space:

Retail Space:

Industrial Space:

Assembly Space:

Seating Capacity: (pew seating for reqd parking calcs see site plan)

Maximum Occupancy Load: existg to remain

Proposed Residential Structures:

Total number of units:

Number of one bedroom units:

Number of two bedroom units:

Number of three bedroom units:

Open space:

Percent of open space:

Rental units or condominiums?

Size of one bedroom units:

Size of two bedroom units:

Size of three bedroom units:

Seating Capacity:

Maximum Occupancy Load:

Proposed Additions:

Total basement floor area, if any, of addition: none

Number of floors to be added: none

Square footage added per floor: see floor plan

Total building floor area (including addition): see floor plan

Floor area ratio (total floor area ÷ total land area): see floor plan

Open Space: See site plan

Percent of open space: See site plan

Use of addition: see site & floor plans

Height of addition: see elevations

Office space in addition:

Retail space in addition:

Industrial space in addition:

Assembly space in addition:

Maximum building occupancy load (including addition): existg to remain

10. Required and Proposed Setbacks

Required front setback: See site plan

Required rear setback: See site plan

Required total side setback: See site plan

Side setback: See site plan

Proposed front setback: See site plan

Proposed rear setback See site plan

Proposed total side setback: See site plan

Second side setback: See site plan

11. Required and Proposed Parking

Required number of parking spaces: See site plan

Typical angle of parking spaces: none

Typical width of maneuvering lanes: See site plan

Location of parking on site: See site plan

Location of parking off site: See site plan (understood agreement w/ property to the north)

Number of light standards in parking area: see site lighting plan

Screenwall material: see landscape plan for TR screen

Proposed number of parking spaces: See site plan

Typical size of parking spaces: See site plan

Number of spaces <180 sq. ft.: 0

Number of handicap spaces: See site plan

Shared parking agreement? nothing formal, implied with property to north

Height of light standards in parking area: see site lighting plan

Height of screenwall: see landscape plan for TR screen

12. Landscaping

Location of landscape areas: see landscape plan

Proposed landscape material: see landscape plan

13. Streetscape

Sidewalk width: See civil site plan

Number of benches:

Number of planters:

Number of existing street trees: see landscape plan

Number of proposed street trees: see landscape plan

Streetscape plan submitted?

Description of benches or planters:

Species of existing trees: see landscape plan

Species of proposed trees: see landscape plan

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: NA

Typical size of loading spaces:

Height of screenwall:

Typical time loading spaces are used:

15. Exterior Waste Receptacles

Required number of waste receptacles: 1 existing to be relocated see site plan

Location of waste receptacles: See civil site plan

Screenwall material: see landscape plan

Proposed number of waste receptacles: 1

Size of waste receptacles: See civil site plan

Height of screenwall: see landscape plan

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: See civil site plan

Size of transformers (L•W•H):

Number of utility easements:

Screenwall material: existing to remain as is

Location of all utilities & easements: See civil site plan

Height of screenwall:

Ground Mounted Mechanical Equipment:

Number of ground mounted units: See civil site plan

Size of ground mounted units (L•W•H): existing to remain as is

Screenwall material: existing to remain as is

Location of all ground mounted units: See civil site plan

Height of screenwall: existing to remain as is

Rooftop Mechanical Equipment:

Number of rooftop units: existing to remain as is

Type of rooftop units:

Screenwall material:

Location of screenwall: existing to remain as is

Location of all rooftop units: existing to remain as is

Size of rooftop units (L•W•H):

Percentage of rooftop covered by mechanical units:

Height of screenwall: existing to remain as is

Distance from rooftop units to all screenwalls: existing to remain as is

17. Accessory Buildings

Number of accessory buildings: 1

Location of accessory buildings: north side of bldg (existg to remain as is)

Size of accessory buildings: see civil

Height of accessory buildings: see existing photos

18. Building Lighting

Number of light standards on building: see photometric plan & cut sheets

Type of light standards on building: see photometric plan & cut sheets

Size of light fixtures (L•W•H): see photometric plan & cut sheets
Maximum wattage per fixture: see photometric plan & cut sheets
Light level at each property line: see photometric plan & cut sheets

Height from grade: see photometric plan & cut sheets
Proposed wattage per fixture: see photometric plan & cut sheets

19. Site Lighting

Number of light fixtures: see photometric plan & cut sheets
Size of light fixtures (L•W•H): see photometric plan & cut sheets
Maximum wattage per fixture: see photometric plan & cut sheets
Light level at each property line: see photometric plan & cut sheets

Type of light fixtures: see photometric plan & cut sheets
Height from grade: see photometric plan & cut sheets
Proposed wattage per fixture: see photometric plan & cut sheets
Holiday tree lighting receptacles: _____

20. Adjacent Properties

Number of properties within 200 ft.: see civil plans

Property #1

Number of buildings on site: see civil plans - cemetery
Zoning district: see civil plans
Use type: see civil plans
Square footage of principal building: see civil plans
Square footage of accessory buildings: see civil plans
Number of parking spaces: see civil plans

Property Description: see civil plans

North, south, east or west of property? East

Property #2

Number of buildings on site: see civil plans - school
Zoning district: see civil plans
Use type: see civil plans
Square footage of principal building: see civil plans
Square footage of accessory buildings: see civil plans
Number of parking spaces: see civil plans

Property Description: see civil plans

North, south, east or west of property? North

Property #3

Number of buildings on site: see civil plans - med office
Zoning district: see civil plans
Use type: see civil plans
Square footage of principal building: see civil plans
Square footage of accessory buildings: see civil plans
Number of parking spaces: see civil plans

Property Description: see civil plans

North, south, east or west of property? West

Property #4

Number of buildings on site: balance of of properties are single family homes
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: see civil plans

North, south, east or west of property? West & South

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, <u>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</u>. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

Signature of Owner: N/A Date: _____

Print Name: _____

Signature of Applicant: _____ Date: 1/31/2022

Print Name: Dave Priskorn

Signature of Architect: Mark Abanatha Digitally signed by Mark Abanatha Date: 2022.01.17 13:28:57 -05'00' Date: 1-17-22

Print Name: Mark Abanatha

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

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

City of Birmingham
A Walkable Community

SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: Our Shepherd Lutheran Church Case #: _____ Date: _____

Address: 2225 E 14 Mile Rd. Birmingham, MI 48009 Project: Building addition

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Site Plan for Special Land Use Permit

A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☑ 1. Name and address of applicant and proof of ownership;
- ☑ 2. Name of Development (if applicable);
- ☑ 3. Address of site and legal description of the real estate;
- ☑ 4. Name and address of the land surveyor;
- ☑ 5. Legend and notes, including a graphic scale, north point, and date;
- ☑ 6. A separate location map;
- ☑ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ☑ 8. Aerial photographs of the subject site and surrounding properties;
- ☑ 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- ☑ 10. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- ☑ 11. Interior floor plans;
- ☑ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");

- [x] 13. Existing and proposed layout of streets, open space and other basic elements of the plan;
- [x] 14. Existing and proposed utilities and easements and their purpose;
- [x] 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- [x] 16. General description, location, and types of structures on site;
- [x] 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- [x] 18. Details of existing or proposed lighting, signage and other pertinent development features;
- [x] 19. Elevation drawings showing proposed design;
- [x] 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- [x] 21. Location of all exterior lighting fixtures;
- [x] 22. A Photometric Plan depicting proposed illuminance levels at all property lines;
- [x] 23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- [x] 24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- [x] 25. Color elevation drawings showing the proposed design for each façade of the building;
- [x] 26. List of all materials to be used for the building, marked on the elevation drawings;
- [x] 27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- [x] 28. Details of existing or proposed lighting, signage and other pertinent development features;
- [x] 29. A list of any requested design changes;
- [x] 30. Itemized list and specification sheets of all materials, light fixtures and mechanical equiptment to be used, including exact size specifications, color, style, and the name of the manufacturer;
- [x] 31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- [x] 32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

City of Birmingham
A Walkable Community

Notice Signs - Rental Application
Community Development

1. Applicant
Name: Our Shepherd Lutheran Church
Address: 2225 E 14 Mile Rd. Birmingham, MI 48009

Phone Number: 248-646-6100
Fax Number:
Email address: churchoffice@ourshepherd.net

Property Owner
Name: Our Shepherd Lutheran Church
Address: 2225 E 14 Mile Rd. Birmingham, MI 48009

Phone Number: 248-646-6100
Fax Number:
Email address: churchoffice@ourshepherd.net

2. Project Information
Address/Location of Property: 2225 E 14 Mile Rd. Birmingham, MI 48009
Name of Development: Our Shepherd Lutheran Church
Area in Acres: +- 5.3 ac

Name of Historic District site is in, if any:
Current Use: Church
Current Zoning: R-2

3. Date of Board Review
Board of Building Trades Appeals:
City Commission:
Historic District Commission:
Planning Board:

Board of Zoning Appeals:
Design Review Board:
Housing Board of Appeals:

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: Date: 1/31/2022

Office Use Only

Application #: Date Received: Fee:

Date of Approval: Date of Denial: Reviewed by:

H. Special Land Use Permits

1. **2225 E. 14 Mile – Our Shepherd – SLUP request for parking lot/circulation improvements and minor exterior façade changes.**

After the review of Items G1 and I1, Chair Clein resumed facilitation of the meeting at 8:26 p.m.

PD Dupuis reviewed the item.

David Priskorn, Director of Operations for Our Shepherd, Howard Adams, Chair of the Board of Trustees for Our Shepherd, and Mark Abanatha, architect, spoke on behalf of the project.

Ms. Whipple-Boyce said she did not believe screening was necessary. She said she was concerned about the height and number of signs proposed. She said she appreciated the plans for the landscaping and street trees.

In reply to Board inquiry, PD Dupuis said he did not believe the ordinance imposes limitations on signage heights for religious institutions.

Mr. Boyle asked if the church had considered a further reduction in the size of their parking lot given potential changes in attendance.

Mr. Priskorn said that attendance was regularly at two-thirds to three-quarters of pre-pandemic rates.

Mr. Koseck said he felt that the site had unique adjacencies and conditions that made screening unnecessary. He said the plans would result in a number of improvements to the site. He said he was less concerned about the size of the sign on 14 Mile given the speed of traffic on the road. He said he was also glad to hear the parking lot and vehicular access are shared with Eton Academy (Eton).

Mr. Share concurred with Mr. Koseck regarding the signs on 14 Mile, though he said the sign could stand to be smaller on Melton. He said he was interested in seeing some sort of separation between the church's lot on the north side of the property, and Eton's lot.

Chair Clein and Mr. Share both said they would be supportive of landscaping at the north side of the property to visually provide some break between the two parking lots.

The Chair offered praise for the planned bio-garden, pedestrian improvements, and increases in landscaping. He said he wished the size of the parking lot would be reduced a bit further. He also agreed that the size of the sign on Melton could likely be reduced. He said that neither of those issues would cause him to vote against the project.

Motion by Mr. Share
Seconded by Ms. Whipple-Boyce to recommend approval to the City Commission the Special Land Use Permit for 2225 E. 14 Mile – Our Shepherd – subject to the conditions of Final Site Plan approval.

APPROVED

Motion carried, 5-0.

VOICE VOTE
Yeas: Share, Boyle, Whipple-Boyce, Koseck, Clein
Nays: None

03-68-22

I. Site Plan & Design Reviews

1. **294 E. Brown St. – Request for new 4-story mixed-use building**

Discussed during Item G1.

Motion by Mr. Koseck
Seconded by Mr. Share to approve the Preliminary Site Plan for 294 E. Brown with the following conditions:

1. **The applicant must remove the synthetic planting material (turf, groundcover, birch trees, etc.) as currently proposed, or at final site plan review provide alternative definitions and how it might be considered in reference to Article 4, Section 4.20;**
2. **The applicant must submit revised plans showing a loading space that meets the requirements of Article 4, Section 4.24 (C) of the Zoning Ordinance;**
3. **The applicant must submit material specifications, samples and all other required information for the proposed building to complete the Design Review at Final Site Plan; and**
4. **The applicant must comply with the requests of all City Departments.**

Motion carried, 4-0.

ROLL CALL VOTE
Yeas: Share, Boyle, Whipple-Boyce, Koseck
Nays: None

2. **2225 E. 14 Mile – Our Shepherd – Final Site Plan and Design Review request for parking lot/circulation improvements and minor exterior façade changes.**

Discussed during Item H1.

Motion by Mr. Boyle
Seconded by Ms. Whipple-Boyce to recommend approval to the City Commission the Final Site Plan and Design Review for 2225 E. 14 Mile – Our Shepherd – subject to the following conditions:

1. **The applicant must submit revised site plans with parking lot screening that meets the requirements of Section 4.54, or obtain a variance from the Board of Zoning Appeals;**

APPROVED

City of Birmingham
A Walkable Community

MEMORANDUM

Planning Division

DATE: **April 25, 2022**

TO: **Thomas Markus, City Manager**

FROM: **Nicholas Dupuis, Planning Director**

SUBJECT: **Public Hearing for 100 Townsend – Rugby Grille – Special Land Use Permit, Final Site Plan & Design Review**

INTRODUCTION:
The applicant has submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for a new outdoor dining platform at an existing food and drink establishment in Downtown Birmingham. The applicant is not proposing to make any changes to the existing sidewalk platform dining that exists on public and private property, and is not requesting any interior or building façade changes at this time.

BACKGROUND:
On March 9, 2022, the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit, Final Site Plan and Design Review application for 100 Townsend with the following conditions:

1. The applicant must submit revised plans that clarify that the width of the metal awning frame will not be greater than the width of the deck (6'-6"); and
2. The applicant must comply with the requests of all City Departments.

In addition to a review at the Planning Board, the applicant was also required to submit a Design Review application to the Historic District Commission, as the proposed platform is located within the Shain Park Historic District. On February 2, 2022, the Historic District Commission approved the Design Review application with one condition:

1. The applicant obtain full approval from the City Commission prior to installation.

Finally, due to the proposed outdoor dining platforms location within public parking spaces, the proposal was reviewed by the Advisory Parking Committee (APC). On February 2, 2022, the APC moved to recommend approval to the City Commission the proposed outdoor dining platform in the Townsend right-of-way.

At this time, the applicant has provided amended site and design plans addressing all conditions of approval and all departmental comments.

LEGAL REVIEW:
The City Attorney has reviewed this request and resolution 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 March 9, 2022 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices was sent out to advertise the public hearing at the City Commission on April 25, 2022.

SUMMARY:
The Planning Division requests that the City Commission consider the Special Land Use Permit, Final Site Plan and Design Review application for 100 Townsend – Rugby Grille.

ATTACHMENTS:
Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Executed Special Land Use Permit Contract
- Current Site/Design Plans
- Planning Division Reports
- Planning Board Review Site/Design Plans
- Application & Supporting Documents
- Meeting Minutes

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to APPROVE the Special Land Use Permit, Final Site Plan and Design Review application for 100 Townsend – Rugby Grille – to allow the addition of a new outdoor dining platform in the Townsend right-of-way.

STAFF NOTE:
After taking measurements on site, it appears as though the applicant is not able provide the full 5 ft. clear path in two places, which will necessitate the applicant to modify the existing sidewalk dining platform slightly. Staff recommends that the City Commission make this a condition of approval if so moved. In addition, the applicant is proposing to install the new outdoor dining platform in the street directly adjacent to a tree box that contains no ADA tree grate. To protect the health of the tree and to further increase the walkable area of the sidewalk, Staff also recommends that the City Commission require a tree grate to be installed as a part of this Special Land Use Permit Amendment. Photos are attached for your convenience at the end of the package.

Rugby Grille / Townsend Hotel
100 Townsend
Special Land Use Permit 2022

WHEREAS, A Special Land Use Permit application was filed in January 2022 for approval of a new outdoor dining platform in the Townsend right-of-way at 100 Townsend;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the north side of Townsend, east of Henrietta and West of Pierce;

WHEREAS, The land is zoned B4, which permits the operation of food and drink establishments serving alcoholic beverages 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 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 Advisory Parking Committee on February 2, 2022 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended approval to the City Commission to allow a new outdoor dining platform in the Townsend right-of-way and to utilize two public parking spaces;

WHEREAS, The Historic District Commission on February 2, 2022 approved a Design Review application to allow a new outdoor dining platform in the Townsend right-of-way and the Shain Park Historic District with the following condition:

1. The applicant obtain full approval from the City Commission prior to installation.

WHEREAS, The Planning Board on March 9, 2022 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended approval to the City Commission to allow a new outdoor dining platform in the Townsend right-of-way with the following conditions:

1. The applicant must submit revised plans that clarify that the width of the metal awning frame will not be greater than the width of the deck (6'-6"); and
2. The applicant must comply with the requests of all City 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 RUGBY GRILLE'S Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that RUGBY GRILLE'S application for a Special Land Use Permit, Final Site Plan and Design Review at

100 Townsend is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure 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. RUGBY GRILLE shall abide by all provisions of the Birmingham City Code;
2. RUGBY GRILLE must maintain a valid Outdoor Dining Permit and enter into a Lease Agreement for the use of public property; 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, RUGBY GRILLE 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 RUGBY GRILLE to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that RUGBY GRILLE is recommended for the operation of a new outdoor dining platform in the Townsend right-of-way, 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 April 25, 2022.

_____

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT FOR 100 Townsend THC Investors Limited Partnership

This Contract is entered into this 19th day of April, 2022 by and between THC Investors Limited Partnership, which does business as the Townsend Hotel and the Rugby Grille ("Rugby Grille") whose address is 100 Townsend (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

RECITALS:

WHEREAS, a Special Land Use Permit Application was filed in January 2022 for approval of a new outdoor dining platform in the Townsend right-of-way at an existing food and drink establishment serving alcoholic beverages for on premise consumption; and,

WHEREAS, the land for which the Special Land Use Permit Agreement is sought is located on the north side of Townsend, east of Henrietta and west of Pierce; and,

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

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

WHEREAS, the City of Birmingham Commission is approving this agreement in granting a contract to Rugby Grille for the continuance of an on-premises license, Special Land Use Permit.

NOW, THEREFORE, the parties agree as follows:

1. Licensee has a liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the CITY OF BIRMINGHAM shall require the approval of the Birmingham City Commission in accordance with Section 10-83. In addition, any expansion, of the Property shall also require the approval of the Birmingham City Commission.

2. Licensee further acknowledges that it must secure a Special Land Use Permit for a food and drink establishment serving alcoholic beverages for on premise consumption as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.

3. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, etc.

4. Licensee further acknowledges that outdoor dining is permitted with a valid Outdoor Dining Permit.

5. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

6. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

7. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

8. Licensee agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Licensee from operating the establishment. Licensee agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

9. To the fullest extent permitted by law, Licensee and any entity or person for whom Licensee is legally liable, agrees to be responsible for any liability, 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 connected therewith, including all costs and actual attorney fees, 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, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of an establishment at the Property.

10. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.

11. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

12. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

13. If any provision of this contract is declared invalid, illegal or unenforceable, such provision shall be severed from this contract and all other provisions shall remain in full force and effect.

14. The City Commission determines that to ensure 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:

a. RUGBY GRILLE shall abide by all provisions of the Birmingham City Code; and

b. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

15. Failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

16. Except as herein specifically provided, RUGBY GRILLE 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 RUGBY GRILLE to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

17. RUGBY GRILLE is recommended for the continued operation of a food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations, above all others, subject to final inspection.

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

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

THC Investors Limited Partnership (Licensee)

By: _____
Steven Roth

Its: Authorized Signer

Date: 4/19/22

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 19 day of April, 2022, before me personally appeared Steven Roth, who acknowledged that with authority on behalf of THC Investors L.P. to do so he/she signed this Agreement.

_____
Notary Public
Wayne County, Michigan
Acting in Oakland County, Michigan
My commission expires: 01/24/29

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

_____
Thomas M. Markus, City Manager
(Approved as to substance)

_____
Nicholas Dupuis, Planning Director
(Approved as to substance)

_____
Mary M. Kucharek, City Attorney
(Approved as to form)

Current Site/Design Plans

Luckenbach|Ziegelman|Gardner Architects PLLC

Townsend Hotel - Rugby Grill
HDC & SLUP Review
100 Townsend St., Birmingham, Michigan

Architect's Project Number -018-2021

Exterior Perspective

Zoning Information
Building Area / Building Criteria

Zoning
- Zoning = B4
- Downtown Overlay District = D4
- Part of Downtown Birmingham Parking Assessment District
- Shain Park Historic District

Legal Description:
See Site Plan - Sheet S-1

HDC AND SLUP REVIEW

Sheet Schedule
ARCHITECTURAL

●				SD 1.00	TITLE, SHEET SCHEDULE, AND ZONING INFORMATION
●				S.1	SURVEY
●				SD 1.01	SITE PLAN, LOCATION, AND SITE INFORMATION
●				SD 1.02	GROUND FLOOR PLAN + TECHNICAL DETAILS
●				SD 1.03	ELEVATIONS
●				SD 1.05	FURNITURE FIXTURES / PLANTS AND PLANTER DETAILS

HISTORIC DISTRICT COMMISSION & SPECIAL LAND USE PLANNING REVIEW

L|Z|G
Architects

Luckenbach|Ziegelman|Gardner
A r c h i t e c t s

555 S. Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch1@sbcglobal.net

tele:
248.642.3990

issue	date
OWNER REVIEW	December 21, 2021

sheet title:
Title Sheet,
Sheet Schedule

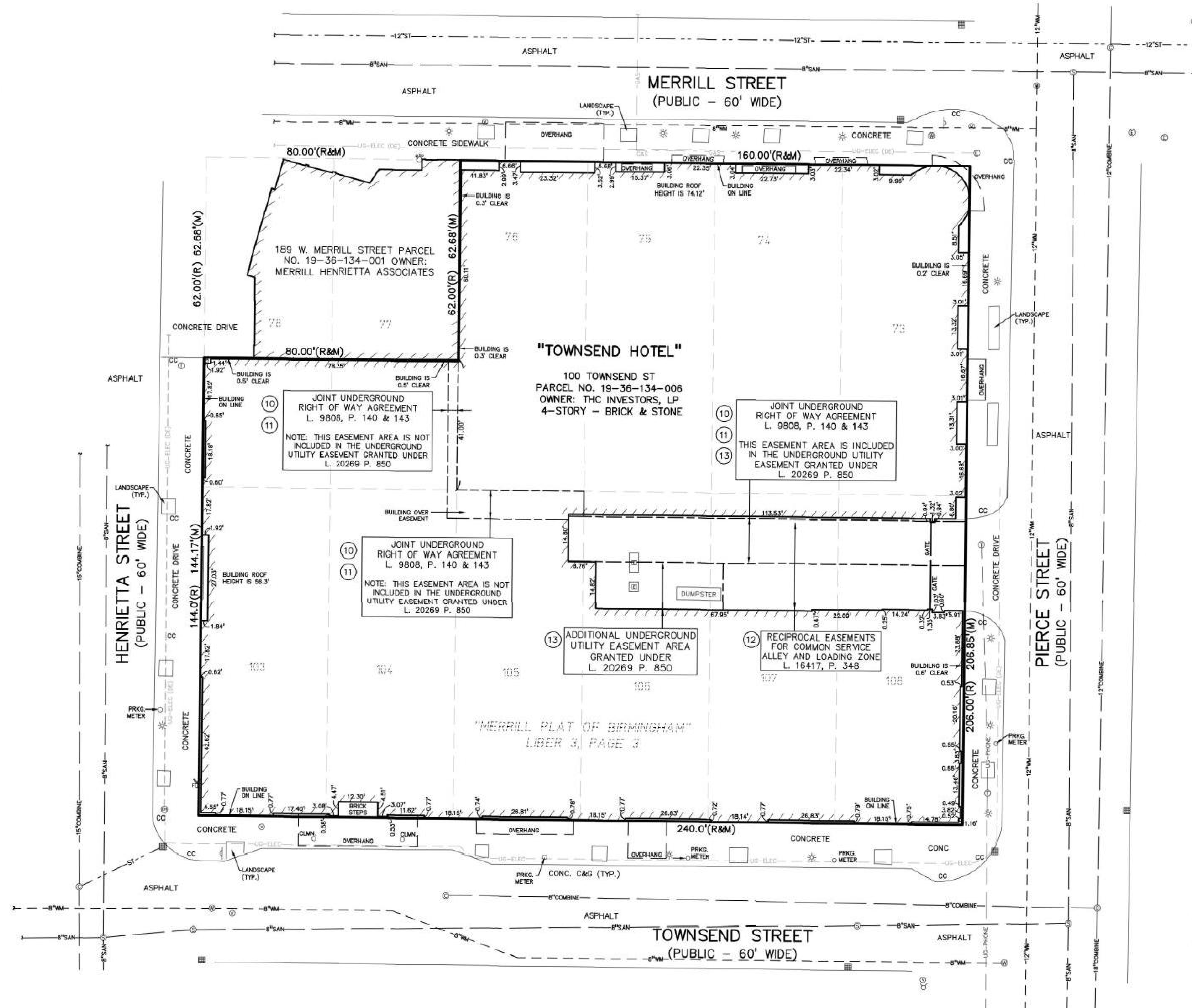
project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

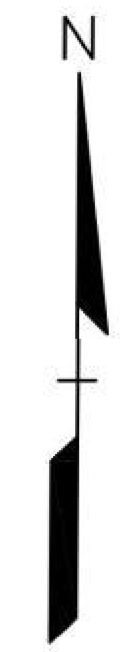
project address:
100 Townsend Street
Birmingham, Michigan

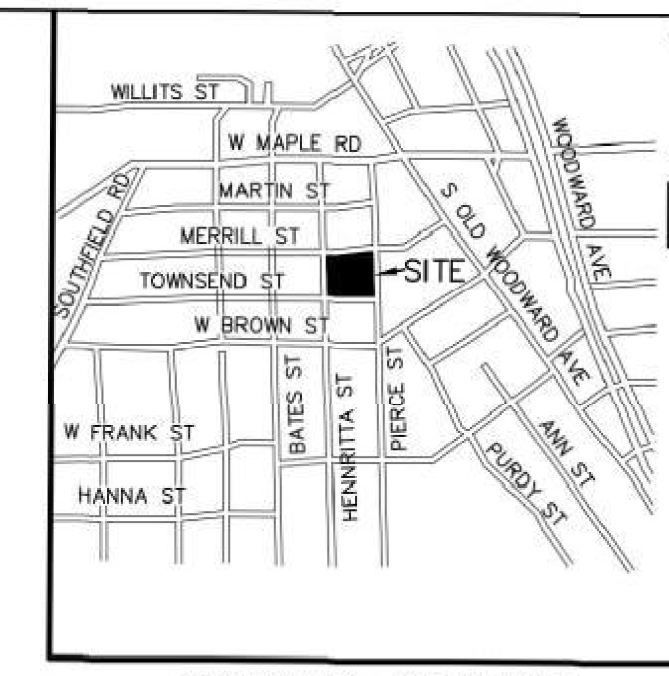
designed
drawn
coordination checked
checked approved

project number:
018-2021

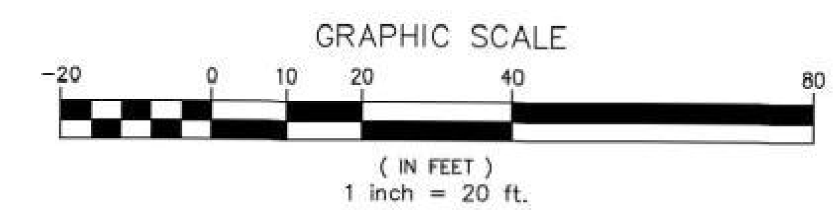
sheet number:
SD-1.00







LOCATION MAP – NOT TO SCALE



SCHEDULE A - PROPERTY DESCRIPTION

Per Title Source, Inc. File Number: 63483809; Effective Date: July 5, 2017

Tax Id Number(s): 19-36-134-006

Land situated in the City of Birmingham in the County of Oakland in the State of MI

PARCEL 1:
The Southerly 41 feet of Lots 77 and 78, all of Lots 103 and 104, all of Lot 105, except the Easterly 5 feet of the Northerly 21.5 feet of Lot 105 and all of Lots 106 through 108, inclusive except the Northerly 21.5 feet of MERILL'S PLAT OF BIRMINGHAM, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records.

EASEMENT PARCEL FOR THE BENEFIT OF PARCEL 1:
A non-exclusive easement for off-street loading and maintenance described as: Part of Lots 105 through 108, inclusive of MERRILL'S PLAT OF BIRMINGHAM, Section 36, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records, described as Commencing at the Southeast corner of Lot 108; thence along the West right of way line of Pierce Street North, 81.50 feet to the point of beginning; thence South 89 degrees 38 minutes 35 seconds West 124.79 feet; thence North 00 degrees 21 minutes 25 seconds West, 12.90 feet; thence North 89 degrees 38 minutes 35 seconds East, 124.87 feet; thence South 12.90 feet to the point of beginning.

PARCEL 2:
Lots 73 through 75 inclusive, East 5 feet of Lot 76, East 5 feet of the North 21.50 feet of Lot 105 and North 21.50 feet of Lots 106 through 108 inclusive, MERRILL'S PLAT OF BIRMINGHAM, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records.

PARCEL 3:
The West 35 feet of Lot 76 of MERRILL'S PLAT OF BIRMINGHAM, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records.

Client Reference: 100 Townsend St, Birmingham, MI 48009-6068

SURVEYOR'S NOTES

Table A Items

2. The subject property is identified as 100 Townsend St., Birmingham, MI 48009-6068, Tax Identification No.: 19-36-134-006
3. By graphical plotting, site is within "ZONE X" (Areas determined to be outside of the 0.2% annual chance of floodplain) per Flood Insurance Rate Map Number 26125C0537F, Effective Date September 29, 2006. The referenced map is the current map for the community in which the property is located.
4. The subject property covers approximate 44,629.6 sq. ft. or 1.02 acres
6. (a) Zoning information was provided to the surveyor by the client's representative on August 16, 2017.

   Zoning Classification: "B-4" Business-Residential District
   - Minimum Lot Size: None Required
   - Maximum Height: 60-feet and 5-stories for Residential and Multiple Family; 4-stories and 48-feet for all other buildings
   - Minimum Setbacks:
     - Front Setback: 0-feet
     - Side Setback: 0-feet for Commercial, Office or Parking stories; 10-feet for Residential stories if containing windows and abutting a street
     - Rear Setback: 10-feet if abutting P, B1, B2, B2B, B2C, B3, B4, O1 or O2; 20-feet if abutting Residential
   - Parking:
     - Hotel: 1 Parking Space per Rental Unit plus 1 Parking Space per 25 Units plus Space required for Restaurants, Bars, Assembly Room and Affiliated Facilities
     - Restaurant: 1 Parking Space per 75 Square Feet of Floor Area (Table A)
     - Assembly Area: 1 Parking Space per 6 Seats (Table A)

   (b) Applicable zoning information is shown on the survey map
7. (a) Exterior building dimensions are shown on the survey map
   (b)(1) The area of the existing building is 40226.4 sq. ft., as determined from exterior building dimensions
   (c) The build height is shown on the survey map where measured
8. Substantial features observed in the process of conducting the fieldwork are shown on the survey map and are depicted as observed
9. Pavement striping for parking is shown on the survey map and depicted as observed.

Regular parking spaces	50
Barrier Free parking spaces	0
Total parking spaces	50

10. (a) There are no division or party walls associated with the subject property.
11. The location of utilities existing on and serving the subject property are shown on the survey map and depicted as observed and as noted in plans obtained from utility companies
13. Names of adjoining land owners are shown and noted on the survey map
16. No visible evidence of recent earth moving work, building construction, or building additions were observed in the process of conducting the survey
17. No recent street or sidewalk construction or repairs were observed in the process of conducting the survey
18. No field delineation of wetlands was observed in the process of conducting the fieldwork. No wetland delineation information was provided by the client
19. Offsite easements or servitudes disclosed in documents provided or obtained are shown on the survey map

SURVEYOR'S CERTIFICATE

To THC Investors Limited Partnership, a Michigan limited partnership, Morgan Stanley Bank, N.A., a national banking association, and its successors and assigns, Title Source, Inc., First American 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 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 16, 17, 18, 19 and 20 of Table A thereof. The fieldwork was completed on August 1, 2017.

Date of Plat or Map:________________

Todd D. Shelly, P.S.
Michigan Professional Surveyor No. 41111
Agent for Professional Engineering Associates, Inc.

STATE OF MICHIGAN – TODD D. SHELLY PROFESSIONAL SURVEYOR NO. 41111 – LICENSED PROFESSIONAL SURVEYOR

SCHEDULE B - SECTION 2 - EXCEPTIONS

Per Title Source, Inc. File Number: 63483809; Effective Date: July 5, 2017

Items 1, 2, 3, 4, 5, 6, 7, 8, and 16 are not plottable survey items

Item 14 was removed from the survey at the request of legal counsel

9. Terms and conditions contained in Resolution recorded July 2, 1984 in Liber 8715, Page 137.
[SURVEYOR'S COMMENTS: IS NOT A PLOTTABLE SURVEY ITEM; HOWEVER, THE SUBJECT PROPERTY IN INCLUDED IN THE LANDS DESCRIBED THEREIN.]

(10) Joint Underground Right of Way Agreement granted to Consumers Power Company and The Detroit Edison Company recorded March 13, 1987 in Liber 9808, Page 140.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP.]

(11) Joint Underground Right of Way Agreement granted to Consumers Power Company and The Detroit Edison Company recorded March 13, 1987 in Liber 9808, Page 143.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP.]

(12) Declaration of Reciprocal Easements For Common Service Alley and Loading Zone recorded July 9, 1996 in Liber 16417, Page 348.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP; HOWEVER, IT SHOULD BE NOTED THAT THIS AREA IS NO LONGER UNDER SEPARATE OWNERSHIP.]

(13) Detroit Edison Underground Easement (Right of Way), recorded July 15, 1999 in Liber 20269, Page 850.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP.]

15. Notice of Commencement recorded August 25, 2016 in Liber 49740, Page 298.
[SURVEYOR'S COMMENTS: IS NOT A PLOTTABLE SURVEY ITEM; HOWEVER, THE SUBJECT PROPERTY IN INCLUDED IN THE LANDS DESCRIBED THEREIN.]

REVISIONS

No.	BY	CHK	DESCRIPTION	DATE

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

THIS DRAWING AND DESIGN ARE THE PROPERTY OF PEA, INC. THEY ARE SUBMITTED ON THE CONDITION THAT THEY ARE NOT TO BE USED, REPRODUCED, OR COPIED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO OTHERS, WITHOUT THE PRIOR WRITTEN CONSENT OF PEA, INC. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED. © 2017 PEA, INC.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

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Brighton, MI 48116
t: 517.546.8583
f: 517.546.8973
www.peainc.com

THC INVESTORS LIMITED PARTNERSHIP

ALTA/NSPS LAND TITLE SURVEY
TOWNSEND HOTEL
PART OF THE NW 1/4 OF SECTION 36, T. 02N., R. 10E., CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

DES.	XXX	DN.	LP	SUR.	JW	P.M.	TDS

S:\PROJECTS\2017\2017-252 TOWNSEND HOTEL-TDS\SURVEY-DEPT\17252BND\DWG\2017-252 ALTA.dwg

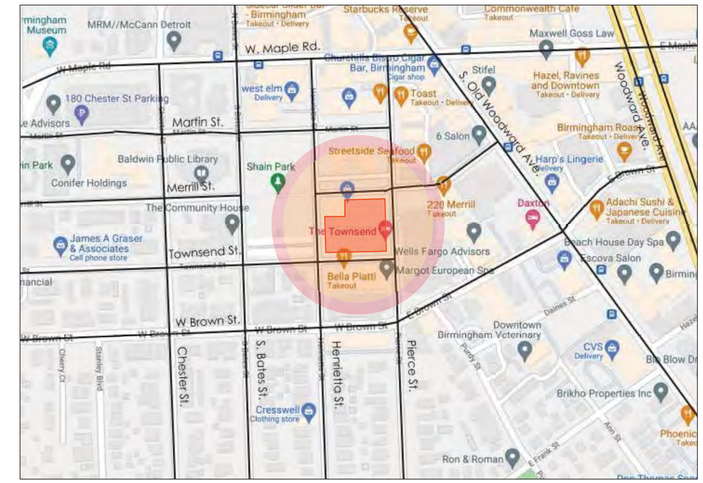
ORIGINAL ISSUE DATE: AUGUST 17, 2017

PEA JOB NO. 2017-252

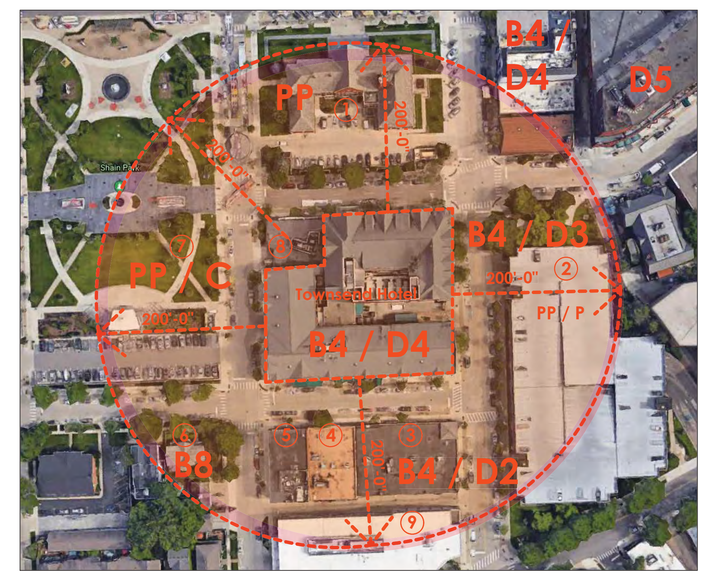
SCALE: 1" = 20'

DRAWING NUMBER: S.1

Site Plan
1/16" = 1'-0"



Location Map
NTS



Adjacent Properties
~200'-0" From The Location
Scale: 0' 50' 100' 200'

KEY
1. Municipal Building / City Hall
2. Birmingham Parking
3. Margot European Spa
4. Bella Piatti Resturant
5. Antonino Salon & Spa
6. Residence
7. Shain Park
8. Chief Financial Credit Union
9. JP Morgan Private Bank

HDC - SLUP REVIEW

L|Z|G Architects
Luckenbach|Ziegelman|Gardner Architects
555 S. Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009
email:
gardner-arch1@sbcglobal.net
tele:
248.642.3990

issue	date
OWNER REVIEW	December 21, 2021
HDC /SLUP REVIEW	January 28,2022

sheet title:
Site Plan, Location Map, & Site Info

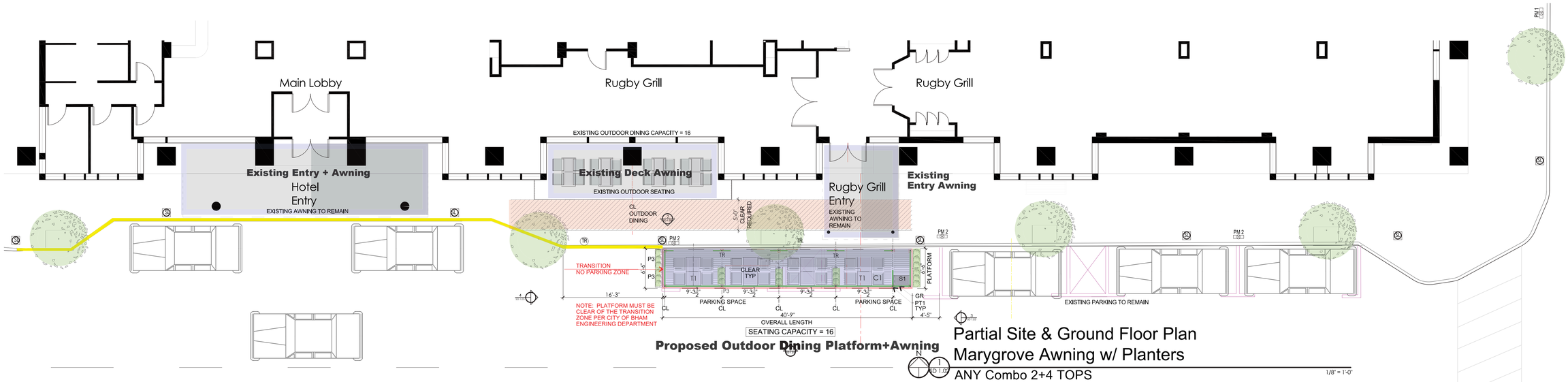
project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

project number:
018-2021

sheet number:
SD-1.01



Partial Site & Ground Floor Plan
Marygrove Awning w/ Planters

ANY Combo 2+4 TOPS

Flexible to max @ 4x4 Tops = Capacity = 16

1/8" = 1'-0"

Key

- P3 12"X12"X36" L Planter
- P4 12"X12"X48" L Planter
  PLANTER LATTICE FOR PLANT CLIMBING. 36" HIGH ARBOR AT MIDDLE OF PLANTER TO HELP DEFINE THE DINING AREA AND PROVIDE PRIVACY
- S1 24" X 30" Service Station
- C1 CHAIR TYPE 1
- T1 TABLE TYPE 1 28" X 28" X 29.5" H
- TR TRASH RECEPTICAL
- GR GUARD RAIL = 36" HIGH MAX STEEL RAIL - DESIGN TO MATCH EXISTING
- PT1 2X2 ALUM POST FOR AWNING STRUCTURE
- PM2 EXISTING PARKING METER
- SL EXISTING STREET LAMP

MAKE SHADE
EXCEPTIONAL

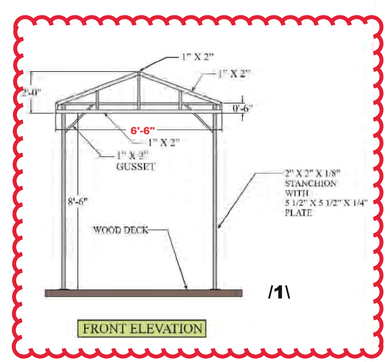
10 YEAR

Solids

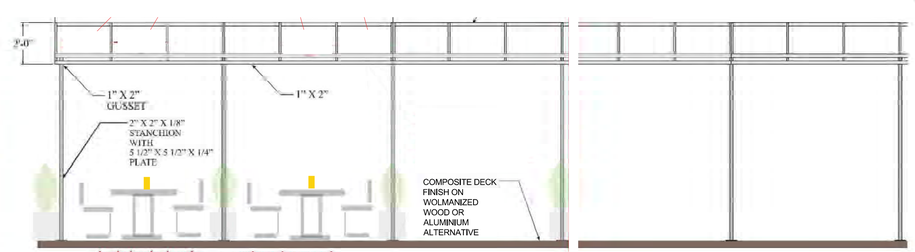
Midnight	6038-0000 / 60" (152cm)
Captain Navy	4646-0000 / 46" (117cm) 6046-0000 / 60" (152cm) 80046-0000 / 80" (203cm)
Navy	4626-0000 / 46" (117cm) 6026-0000 / 60" (152cm)
Royal Navy	2079-0060 / 60" (152cm) Mayfield Collection®
Marine Blue	4678-0000 / 46" (117cm) 6078-0000 / 60" (152cm)
Ocean Blue	4679-0000 / 46" (117cm) 6079-0000 / 60" (152cm)
Mediterranean Blue	4652-0000 / 46" (117cm) 6052-0000 / 60" (152cm)
Pacific Blue	4601-0000 / 46" (117cm) 6001-0000 / 60" (152cm) 80001-0000 / 80" (203cm)
Capri	4675-0000 / 46" (117cm) 6075-0000 / 60" (152cm)
Sky Blue	4624-0000 / 46" (117cm) 6024-0000 / 60" (152cm)
Turquoise	4610-0000 / 46" (117cm) 6010-0000 / 60" (152cm)
Persian Green	6043-0000 / 60" (152cm)
Aquamarine	6023-0000 / 60" (152cm)
Aruba	4612-0000 / 46" (117cm) 6012-0000 / 60" (152cm)
Sapphire Blue	4641-0000 / 46" (117cm) 6041-0000 / 60" (152cm)
Ivy	4632-0000 / 46" (117cm) 6032-0000 / 60" (152cm)
Forest Green	4637-0000 / 46" (117cm) 6037-0000 / 60" (152cm)
Erin Green	4600-0000 / 46" (117cm) 6000-0000 / 60" (152cm)
Storm	4636-0000 / 46" (117cm)
Black	4608-0000 / 46" (117cm) 6008-0000 / 60" (152cm) 80008-0000 / 80" (203cm)
Fern	4671-0000 / 46" (117cm) 6071-0000 / 60" (152cm)
Basil	4688-0000 / 46" (117cm)
Sea	4664-0000 / 46" (117cm)

Rugby Grill Selection

sunbrella

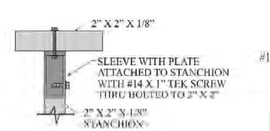


FRONT ELEVATION

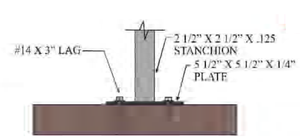


SIDE ELEVATION

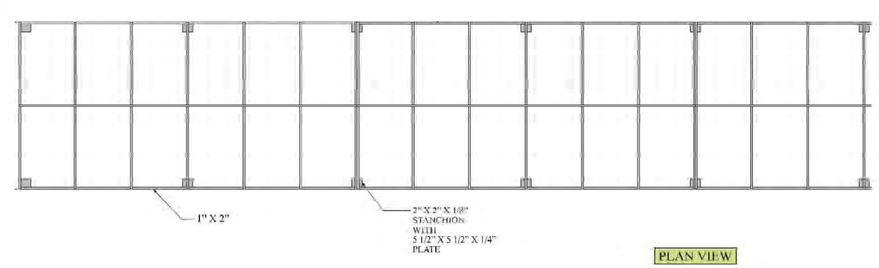
AWNING IS FREE STANDING
FABRIC COVERING IS SEASONAL



STANCHION TO
AWNING ATTACHMENT
DETAIL



STANCHION TO
WOOD DECK
ATTACHMENT DETAIL



PLAN VIEW

AWNING IS FREE STANDING
FABRIC COVERING IS SEASONAL

Marygrove AWNINGS
DALE BACHE
TOWNSEND HOTEL
100 TOWNSEND STREET
BIRMINGHAM, MI 48009
10/20/2021

NOTES:
ALL FRAMING ALUMINUM
1" X 1" X .093 UNLESS NOTED
FRAMES MILL FINISH
FABRIC: SUNBRELLA CHARCOAL GREY 6044

seal:

L|Z|G
Architects
Luckenbach|Ziegelman|Gardner
A r c h i t e c t s
555 S. Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009
email:
gardner-arch1@sbcglobal.net
tele:
248.642.3990

issue	date
OWNER REVIEW	December 21, 2021
HDC / SLUP	Jan 28, 2022
/1\	March 8, 2022

sheet title:
Partial Site Plan
Technical Details

project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

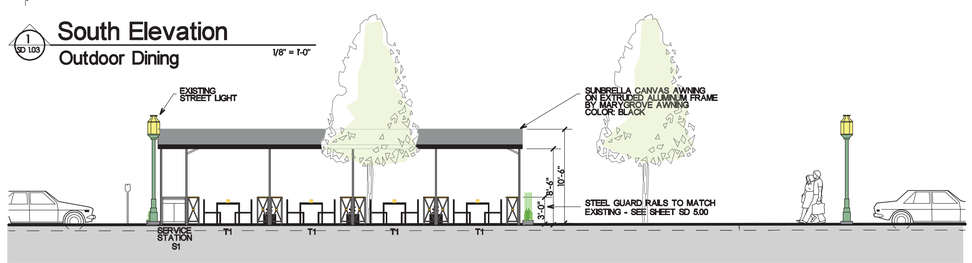
project number:
018-2021

sheet number:
SD-1.02

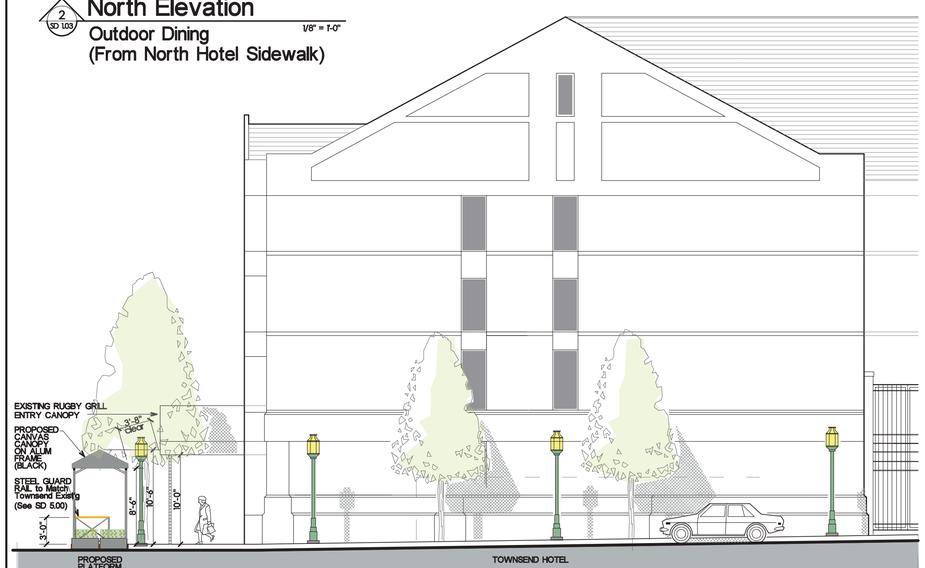
Key

P3	12"X12"X36" L Planter
P4	12"X12"X48" L Planter
	PLANTER LATTICE FOR PLANT CLIMBING. 36" HIGH ARBOR AT MIDDLE OF PLANTER TO HELP DEFINE THE DINING AREA AND PROVIDE PRIVACY
S1	24" X 30" Service Station
T1	TABLE TYPE 1 28" X 28" X 29.5" H
GR	GUARD RAIL = 36" HIGH MIN STEEL RAIL - DESIGN TO MATCH EXISTING
PT1	2X2 ALUM POST FOR AWNING STRUCTURE
PM	EXISTING PARKING METER
SL	EXISTING STREET LAMP

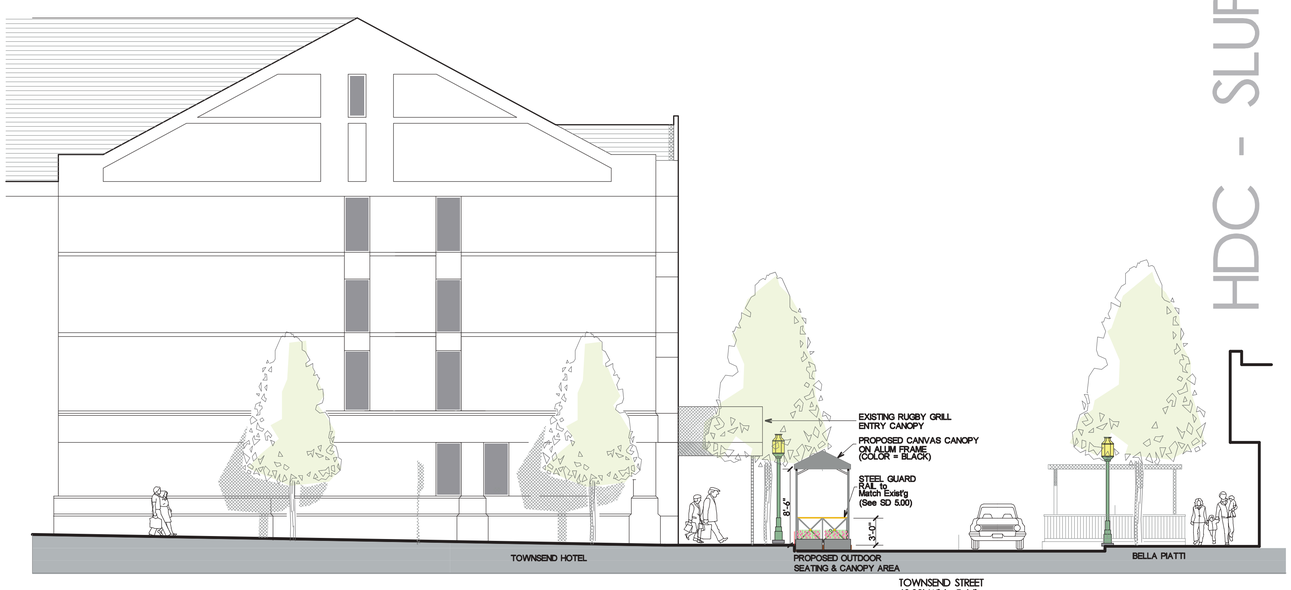
1 SD 1.03 **South Elevation**
Outdoor Dining 1/8" = 1'-0"



2 SD 1.03 **North Elevation**
Outdoor Dining 1/8" = 1'-0"
(From North Hotel Sidewalk)



3 SD 1.04 **Partial East Elevation**
Outdoor Dining 1/8" = 1'-0"



4 SD 1.03 **Partial West Elevation**
Outdoor Dining in Context / Looking East 1/8" = 1'-0"

HDC - SLUP REVIEW

seal:

L|Z|G Architects

Luckenbach|Ziegelman|Gardner
Architects
555 S. Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch1@sbcglobal.net

tele:
248.642.3990

issue	date
HDC/SLUP REVIEW	JANUARY 28.2021

sheet title:
Elevations

project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

project number:
018-2021

sheet number:
SD-1.03

01/28/2022 -- 10:54 AM -- Scale 1 : 96

BISTRO FURNITURE

SKU: 4785202000

Nardi 4785202000 Anthracite Cube 70 Table

T1 Table type 1

Description

Cube is a solid, minimalist professional table made out of resin with a DurelTop square surface. It is an innovative new system in the production of tabletops developed to reach the highest levels of practicality, resistance, and elegance. It also features an aluminum structure that confers solidity and sturdiness. Square-base legs in lacquered aluminum.

Features:

- Stackable table 70x70 cm.
- DurelTOP in polypropylene with UV additives and uniformly colored.
- Legs in coated aluminum.
- Matte finish.
- Adjustable height feet.
- Recyclable resin.

Specifications

Width:	27.6 in.
Height:	29.5 in.
Depth:	27.6 in.
Color:	Black
Stackable:	Yes

Table height = 29.5"

SKU: 4024302000

Nardi 4024302000 Anthracite Bora Bistrot Chair

Description

Lightweight and cool, Bora is a chair without armrests in fiberglass resin, with a continuous tubular structure and rounded profile. The seat and back form a single piece, with shapes that complement the soft fabric padding.

Features:

- Monobloc chair without armrest.
- Uniformly colored fiberglass polypropylene resins with UV additives.
- Matte Finish
- With non-slip feet.
- Recyclable Resin

Specifications

Width:	23 in.
Height:	33.9 in.
Depth:	21.7 in.
Color:	Black
With Arms:	No
With Back:	Yes
Stackable:	Yes
Shipping Weight:	12.50 pounds

C1

LIGHTING

Battery Powered Table Lamp
LED 2W
Dim = 8" ht x 4" x 4"

PLANTER BOX VEGETATION

Mandevilla Climbing Vine Annual

Verbenum

ZZZ Plant

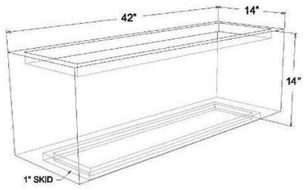
PLANTER BOX

Planter Box

Low Rectangular Planter - Medium

42"L X 14"W X 14"H

Weight - Steel : 63 lbs. Aluminum : 27 lbs.
Capacity : 4.25 cubic feet



YARDART
uniquegardendecor.com
(866) 382-8600

GUARD RAIL

RUGBY GRILL EXIST'G RAIL

RECEPTACLE

HDC & SLUP REVIEW

seal:

L|Z|G Architects

Luckenbach|Ziegelman|Gardner Architects

555 S. Old Woodward Ave, Suite 27L
Birmingham, Michigan 48009

email:
gardner-archl@sbcglobal.net

tele:
248.642.3990

issue	date
OWNER REVIEW	NOV 15, 2021
HDC REVIEW	
PLANNING SLUP REVIEW	DEC 20, 2021
	JAN 28, 2022

sheet title:

FFE: FURNITURE, FIXTURES, PLANTS & PLANTERS

project:

THE TOWNSEND HOTEL

Rugby Grill

Exterior Dining

project address:

100 Townsend Street
Birmingham, Michigan

designed
drawn JG
coordination checked
checked approved

project number:
018-2021

sheet number:

SD 5.00

Planning Board Docs.

City of Birmingham
A Walkable Community

MEMORANDUM

Planning Division

DATE: **March 4th, 2021**

TO: **Planning Board Members**

FROM: **Leah Blizinski, City Planner**

APPROVED: **Nicholas Dupuis, Planning Director**

SUBJECT: **100 Townsend – Rugby Grille – Special Land Use Permit (SLUP), Final Site Plan & Design Review**

The subject site is located at 100 Townsend, on the north side of Townsend St., west of Pierce St., it is a restaurant space located within the Townsend Hotel. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The applicant, Rugby Grille, is an existing SLUP with an existing outdoor café on public/private property and is proposing to expand the outdoor café by adding an additional outdoor dining platform in the Townsend right of way. An outdoor café is permitted in the B-4 Zoning District per Article 2.37 (C) (d). The proposed café meets the overall goals of the 2016 Plan, which is to create a more pedestrian-friendly environment.

The applicant has submitted a Special Land Use Permit and Final Site Plan/Design Review application for the expanded outdoor dining. The applicant is proposing to continue their existing 16-seat outdoor dining deck which is partially on private and partially on public property. The existing deck is located on approximately 27.8′ x 4.5′ (125.1 sq. ft.) of public property and 27.8′ X 5.5′ (152.9 sq. ft.) of private property. The applicant is proposing to add a second 16-seat, 6.5′ X 41′ (266.5 sq. ft.) outdoor dining platform in the street right of way (which encompasses two 6.5′ X 20′ parallel parking spaces). The applicant has demonstrated a minimum 5′ clear sidewalk path between the existing outdoor dining section from the proposed new in-street outdoor dining section.

As the site is also in the Shain Park Historic District, the applicant was required to obtain approval from the Historic District Commission. The site plan received approval at the Historic District Commission on February 2, 2022.

In addition, the applicant was also required to obtain a recommendation from the Advisory Parking Committee regarding the use of public parking spaces. This site plan received approval from the Advisory Parking Committee on February 2, 2022.

1.0 Land Use and Zoning

1.1 Existing Land Use – The existing site is used as a hotel with an associated restaurant use with indoor and outdoor dining. No changes are proposed to the existing use. Land uses surrounding the site are retail, commercial and public property.

1.2 Zoning – The property is zoned B4, Business-Residential and D-4 in the Downtown Overlay District. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.

1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes the existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Government Office (City Hall)	Commercial/ Retail	Parking Structure (Pierce Street Parking Garage)	Public Park (Shain Park)
Existing Zoning District	PP (Public Property)	B4 (Business-Residential)	PP (Public Property)	PP (Public Property)
Overlay Zoning District	C, Community Use	D-4, Downtown Four or Five Stories	Parking/D-3, Downtown Three or Four Stories	C, Community Use

2.0 Downtown Overlay District

The subject site is located on Townsend St. between Pierce and Merrill streets, in the D-4 Downtown Overlay District. The purpose of the Downtown Overlay District is in part to "encourage a form of development that will achieve the physical qualities necessary to maintain and enhance the economic vitality of Downtown Birmingham and to maintain the desired character of the City of Birmingham". Adding temporary on-street decks can enhance street life and slow traffic by expanding and activating the sidewalk while maintaining the flow of pedestrian traffic. However, the 2016 Downtown Plan also states that when this is done "all café tables must be kept away from the restaurant's storefront. If tables are lined up against the window, the flow of pedestrian traffic distorts." **The Planning Board should discuss and determine which is true in the context of Townsend St. where the applicant proposes to have both**

storefront outdoor dining and on-street deck dining with a 5' clear pedestrian path in between the two.

A food and drink establishment is a permitted use in the B-4 zoning district and an outdoor café is a permitted accessory use. In addition, alcoholic beverage sales for on premise consumption is a permitted use requiring a Special Land Use Permit.

3.0 Setback and Height Requirements

Please see the attached zoning compliance summary sheet for details on setback and height requirements. There are no bulk, area, height or placement issues with the proposed outdoor dining platform.

4.0 Screening and Landscaping

4.1 Dumpster Screening – No changes are proposed to the dumpster screening. Trash is currently housed in an enclosure off of Pierce St.

4.2 Parking Lot Screening – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility and accompanying screening is required or proposed.

4.3 Mechanical Equipment Screening – The applicant is not proposing any changes to the existing rooftop mechanical units on the building.

4.4 Landscaping –The applicant is not proposing any new landscaping beds on site. Rather, there will be planters in the new outdoor dining area in between each of the tables and on the east and west ends of the deck outside of the railing/canopy. The planters will contain seasonal ornamental plantings such as assorted Mandevilla Climbing Vine, Verbenum and Zanzibar (ZZ Plant). None of the proposed plant species are included on the prohibited species list per Article 4, Section 4. of the Zoning Ordinance. The Mandevilla Climbing Vine is proposed to utilize a 36" high arbor lattice at the middle of the planter that will act as a divider and provide privacy between dining parties.

4.5 Streetscape – There are no new streetscape items proposed as a part of this Special Land Use Permit Amendment and Final Site Plan/Design Review application.

5.0 Parking, Loading and Circulation

5.1 Parking – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility is required or proposed. Two on-street parallel parking spaces are proposed to be removed for the on-street outdoor dining area. The applicant received approval from the Advisory Parking Committee on February 2nd, 2022.

5.2 Loading – The tenant space for this use measures 4,236 sq. ft. No off-street loading spaces are required for the less than 5,000 sq. ft. commercial use.

5.3 Vehicular Circulation and Access – The vehicular circulation and access is proposed to remain the same as is existing. The subject site is currently accessed by vehicles on Henrietta and Pierce streets.

5.4 Pedestrian Circulation and Access – Pedestrians are able to access the restaurant space through a front door on Townsend St.

6.0 Lighting

Existing pedestrian scale street light fixtures illuminate Townsend. The applicant is not proposing additional lighting on the building façade or the existing approved outdoor dining area. The applicant is proposing battery-powered LED 2-watt table lamps as there will not be electric power supplied to the platform.

Based on a review of the specifications provided and the minimal impact of the light fixtures proposed, the Planning Division did not seek a photometric plan pursuant to Article 4, Section 4.21 (C) of the Zoning Ordinance.

Fixture	Type	Location	Lumens
Battery-powered Table Lamp	LED 2W , 8”h x 4” x 4”	Under awning on-street	100

7.0 Departmental Reports

7.1 Engineering Division – Please see attached Engineering Division comments.

7.2 Department of Public Services – The Department of Public Services (DPS) has no comments at this time.

7.3 Fire Department – Please see the attached Fire Department comments.

7.4 Police Department – Please see attached comment from the Police Department.

7.5 Parking Manager –The Parking Manager has no concerns at this time.

7.6 Building Division – Please see the attached Building Division comments.

8.0 Design Review

The applicant is not proposing any changes to the building, façade, streetscape, or existing approved outdoor dining area. For the purposes of this Special Land Use Permit, Final Site Plan and Design Review application for expanded outdoor dining at the Rugby Grille, the Planning Division will consider only the design of the proposed outdoor dining sections.

The changes specific to the proposed new outdoor dining are simple and involve a new deck platform, awning, planters, service station, and tables and chairs. A complete list of all of the new proposed materials is as follows:

Material	Location	Color
Fiberglass Resin Chairs	On-street outdoor dining chairs	
Aluminum, Resin and Polypropylene	On-street outdoor dining tables	
Steel and Aluminum	Planter boxes	
Trex Composite	On-street deck	
Power Coated Steel	Platform railings	
Sunbrella Canvas, Aluminum Frame	Awning on-street	

Outdoor Dining

Outdoor cafes must comply with the site plan criteria as required by Article 4.44 OD-01 Outdoor Dining Standards. Outdoor cafes are permitted immediately adjacent 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.

The applicant has provided specification sheets on all products/materials to be installed. Based on the specification sheets provided for the tables and chairs, their construction appears to be comprised of polypropylene (plastic) resin. **The Planning Board should discuss the proposed tables and chairs, and determine whether or not the proposed polypropylene material may be considered a material of comparable quality to wood or metal.**

The applicant intends to serve patrons in the outdoor dining area during the same hours as the interior of the restaurant, which are 7AM-10PM 7 days a week. The proposed outdoor café is not immediately adjacent to any single-family zoned property.

The applicant proposes to install a 41′ X 9′ Trex composite platform on-street that will take the place of two on-street parking spaces and will be adjacent to three remaining on-street parking spaces on the east side of Townsend St. The deck will be enclosed by 3′ tall primed and powder coat paint finished steel railings with brass steel tube rails on top to match the existing on the frontage outdoor dining area. An 8′6″-10′6″ tall aluminum frame with Sunbrella Canvas fabric in a "Charcoal Gray" color will partially cover the deck. Aluminum "box" planters are proposed at each end of the deck and in between dining tables **The submitted plans still indicate a width of 8 ft. for the aluminum frame for the canvas shade that will be installed above the proposed deck. The applicant should submit revised plans to clarify that the width of the aluminum frame will not be greater than that of the deck at a maximum of 6'6" wide.**

9.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	☒	☐	☐
Detailed and Scaled Site Plan	☒	☐	☐
Certified Land Survey	☒	☐	☐
Interior Floor Plans	☐	☐	☒
Landscape Plan	☒	☐	☐
Photometric Plan	☐	☐	☒
Colored Elevations	☒	☐	☐
Material Specification Sheets	☒	☐	☐
Material Samples	☐	☐	☒
Site & Aerial Photographs	☒	☐	☐

10.0 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.

11.0 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 and Final Site Plan/Design Review application for 100 Townsend St. – Rugby Grille – subject to the following conditions:

1. The applicant must submit new specification sheets for tables/chair constructed of metal or wood, or receive approval for a material of comparable quality by the Planning Board;
2. The applicant should submit revised plans that clarify the width of the metal awning frame will not be greater than the width of the deck (6'6"); and
3. The applicant must comply with the requests of all City Departments.

12.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review application for 100 Townsend St. – Rugby Grille – subject to the following conditions:

1. The applicant must submit new specification sheets for tables/chair constructed of metal or wood, or receive approval for a material of comparable quality by the Planning Board;

2. The applicant should submit revised plans that clarify the width of the metal awning frame will not be greater than the width of the deck (6′6″); and
3. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend **POSTPONEMENT** of the Final Site Plan & Design Review application for 100 Townsend St. – Ruby Grille – pending receipt of the following:

1. The applicant must submit new specification sheets for tables/chair constructed of metal or wood, or receive approval for a material of comparable quality by the Planning Board;
2. The applicant should submit revised plans that clarify the width of the metal awning frame will not be greater than the width of the deck (6′6″); and
3. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend **DENIAL** to the City Commission the Final Site Plan & Design Review application for 100 Townsend St. – Rugby Grille – for the following reasons:

1. _____
2. _____
3. _____

13.0 Sample Motion Language (*Special Land Use Permit*)

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit application for 100 Townsend St. – Rugby Grille – subject to the following conditions:

1. The applicant must submit new specification sheets for tables/chair constructed of metal or wood, or receive approval for a material of comparable quality by the Planning Board;
2. The applicant should submit revised plans that clarify the width of the metal awning frame will not be greater than the width of the deck (6′6″); and
3. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend **POSTPONEMENT** of the Special Land Use Permit application for 100 Townsend St. – Rugby Grille – pending receipt of the following:

1. The applicant must submit new specification sheets for tables/chair constructed of metal or wood, or receive approval for a material of comparable quality by the Planning Board;
2. The applicant should submit revised plans that clarify the width of the metal awning frame will not be greater than the width of the deck (6'6"); and
3. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend **DENIAL** to the City Commission the Special Land Use Permit application for 100 Townsend St. – Rugby Grille – for the following reasons:

1. _____
2. _____
3. _____

Zoning Compliance Summary Sheet
SLUP, FSP & DR
100 Townsend St – Townsend Hotel – Rugby Grille

Existing Site: **4,236 s.f. (Rugby Grille space)**

Zoning: B-4, Business-Residential, D-4 Overlay
Land Use: Food and drink establishment

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Government Office (City Hall)	Commercial/ Retail	Parking Structure (Pierce Street Parking Garage)	Public Park (Shain Park)
Existing Zoning District	PP, Public Property	B-4, Business-Residential	PP, Public Property	PP, Public Property
Existing Overlay Zoning	C, Community Use	D-4, Downtown Four or Five Stories	D-3, Downtown Three or Four Stories / Parking	C, Community Use

Land Area:	existing:	1.02 acres
	proposed:	1.02 acres
Minimum Lot Area:	required:	N/A
	proposed:	N/A
Minimum Floor Area:	required:	600 sq ft (efficiency or one bedroom) 800 sq ft (two bedroom) 1,000 sq ft (three or more bedroom)
	proposed:	N/A
Maximum Total Floor Area:	required:	100% for commercial/offices uses
	proposed:	Existing
Minimum Open Space:	required:	N/A
	proposed:	N/A
Maximum Lot Coverage:	required:	N/A
	proposed:	N/A
Front Setback:	required:	0 ft

	proposed:	0 ft
Side Setbacks:	required:	0 ft
	proposed:	0 ft
Rear Setback:	required:	N/A
	proposed:	N/A
Max. Bldg. Height:	required:	80 ft
	proposed:	Existing
Minimum Eave Height:	required:	20 ft
	proposed:	Existing
First Floor Ceiling:	required:	N/A
	proposed:	N/A
Front Entry:	required:	Principal pedestrian entrances must be on frontage line.
	proposed:	Existing
Parking:	required:	Not required for commercial properties in Parking Assessment District
	proposed:	N/A
Loading Area:	required:	N/A
	proposed:	N/A
Screening:		
Parking:	required:	N/A
	proposed:	N/A
AC/Mech. units:	required:	N/A
	proposed:	N/A
Dumpster:	required:	N/A
	proposed:	N/A

Leah Blizinski <lblizinski@bhamgov.org>

Re: Voice message from Blizinski,Leah [nupointmsgid 43992]

Mark Clemence <Mclemence@bhamgov.org> Fri, Mar 4, 2022 at 11:57 AM
To: "Blizinski,Leah" <LBlizinski@bhamgov.org>

Hello Leah,
I honestly do not think that it is a big deal, but my objections to the Townsend Hotel street deck being partially in the yellow curb zone are as follows:
1. It is a yellow curb zone for a reason. In this case, to allow for the safe and efficient dropping off of patrons at the front doors of the hotel.
2. It looks bad. A person may look at it and say, "Geez, the City allowed them to build the deck so large that it encroached into the yellow curb."
To fix the problem, we could simply paint over the section that the deck encroaches on the yellow curb to grey to eliminate #2 above. As to #1 above, it is a very small encroachment, so I do not think it should create an unsafe environment, but it does decrease what was previously there.

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

On Wed, Mar 2, 2022 at 8:45 AM Blizinski,Leah <LBlizinski@bhamgov.org> wrote:

> Caller ID: ext. 1841
>
> NuPoint Message Attachment <nupointmessage43992.mp3>

CITY OF BIRMINGHAM FIRE DEPARTMENT

572 SOUTH ADAMS • BIRMINGHAM, MICHIGAN 48009 • 248.530.1900 FAX 248.530.1950

100 Townsend
Outdoor Dining Platform

Updated Comments

The following are updated preliminary comments from the Birmingham Fire Department

1. Do not block fire hydrants or fire department connections with structure.
2. Provide ABC fire extinguisher mounted to structure. Size determined by the Fire Marshal.
3. Do not impinge on traffic flow or passing on Townsend Street.
4. Provide detailed specification sheet for heating devices to Fire Marshal for review. Heating devices shall meet proper clearances for combustible materials.
5. Provide flame retardant certificate for fabric awning covering.
6. Provide maintenance plan for fabric covering.
7. This structure shall be a minimum of 3 feet away from any portion of the existing building. If this structure is within 3 feet of the existing building fire suppression shall be installed to protect this structure.

Please contact the Fire Marshal's office if there are any questions. All comments are subject to change with project plan submittals, alterations and system submittals.

Jack D. Pesha

Fire Marshal

Birmingham Fire Department

City of Birmingham
A Walkable Community

MEMORANDUM

(Engineering Department)

DATE: **3/2/2022**

TO: **Leah Blinzinski, City Planner**

FROM: **Scott D. Zielinski, Assistant City Engineer**

SUBJECT: **100 Townsend – SLUP, FSP & DR – Review Comments**

The Engineering Department has completed a review of the drawings issued for SLUP & HDC Review dated Dec. 21, 2021.

Townsend Street is a varying width street on the south side of the Townsend Hotel. Townsend St at the proposed location is approximately 32 feet wide with 6'-6" wide parking spaces on the north side of the road. Assuming the same size parking spaces along the south side of the road provides on 9.5 foot wide lanes in each direction.

The revised drawings indicate the platform space will be limited to 6'6". The west edge of the patio has been adjusted to be outside the Valet Zone. This removes the previous overlap of the patio with a no parking area for at least 8 feet. The Proposed awning for the patio is still shown to be 8' wide at 8'-6" above the sidewalk elevation.

Given the existing road limits and conditions, and the known traffic, including but not limited to tour busses and large private busing. The Engineering Department provides the following comments;

- ~~The Platform should not be placed in the existing no parking zone as it can cause safety risks related to turning radius of vehicles as they enter the Valet Zone, overlapping the no parking area may lead to potential risk the platform could be struck by a vehicle entering the Valet Zone.~~ Has been addressed.
- ~~The platform width should be limited to the inside dimension of the existing parking spaces (approximately 6'-6")~~, Has been addressed.
- Due to width of the road the awning shall not extend further into the road then the edge of the platform, as the awning would present a safety risk for a bus to come in contact with the edge of the awning if it hangs into the road. Has not been directly addressed, drawings indicate an 8' wide awning still.
- Consideration for protection to the trees in regards to awning placement (Tree's shall not be harmed to place awning). Has not been clearly addressed.
- Platform would need to be designed to allow water to travel under the structure along the curb line. Has not been clearly addressed.
- Power for lighting elements would require ADA compliant covering for cords that cross the sidewalk. Has not been clearly addressed.

Leah Blizinski <lblizinski@bhamgov.org>

100 Townsend - SLUP, FSP & DR - Review and Comment

Carrie Laird <Claird@bhamgov.org> Tue, Jan 18, 2022 at 12:13 PM
To: Leah Blizinski <lblizinski@bhamgov.org>
Cc: "Wood, Lauren" <Lwood@bhamgov.org>

DPS has the following comments:

- DPS will not remove any snow that accumulates up against the deck from either plowing the street or from adjacent parking areas (unable to maneuver equipment right up close to the deck) . Owner/applicant is responsible for snow removal and salting if necessary.
- Likewise, any trash accumulation up against or surrounding the deck area is the responsibility of others as well.

Thank you!

On Tue, Jan 11, 2022 at 8:56 AM Leah Blizinski <lblizinski@bhamgov.org> wrote:
[Quoted text hidden]

--
Carrie A. Laird
Parks & Recreation Manager
851 S. Eton
Birmingham, MI 48009
248-530-1714
[Quoted text hidden]

Leah Blizinski <lblizinski@bhamgov.org>

100 Townsend - SLUP, FSP & DR - Review Requested

Mark Clemence <Mclemence@bhamgov.org> Mon, Feb 21, 2022 at 1:43 PM
To: Leah Blizinski <lblizinski@bhamgov.org>

I am good with it except that the west end of the dining deck still appears to be inside the yellow curb zone. Not as much as before, but still inside it.

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

On Mon, Feb 21, 2022 at 12:08 PM Leah Blizinski <lblizinski@bhamgov.org> wrote:
[Quoted text hidden]

February 28, 2022

RE: SLUP Plan Review Comments
100 Townsend, Rugby Grille Dining Deck

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)

- **2018 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 applicant needs to verify that the minimum number of toilet room facilities will be provided when combining both the indoor and outdoor dining occupants.

Luckenbach|Ziegelman|Gardner Architects PLLC

Townsend Hotel - Rugby Grill
HDC & SLUP Review
100 Townsend St., Birmingham, Michigan

Architect's Project Number -018-2021

Exterior Perspective

Zoning Information
Building Area / Building Criteria

Zoning
- Zoning = B4
- Downtown Overlay District = D4
- Part of Downtown Birmingham Parking Assessment District
- Shain Park Historic District

Legal Description:
See Site Plan - Sheet S-1

HDC AND SLUP REVIEW

Sheet Schedule
ARCHITECTURAL

●	SD 1.00	TITLE, SHEET SCHEDULE, AND ZONING INFORMATION
●	S.1	SURVEY
●	SD 1.01	SITE PLAN, LOCATION, AND SITE INFORMATION
●	SD 1.02	GROUND FLOOR PLAN + TECHNICAL DETAILS
●	SD 1.03	ELEVATIONS
●	SD 1.04	FURNITURE FIXTURES / PLANTS AND PLANTER DETAILS

HISTORIC DISTRICT COMMISSION & SPECIAL LAND USE PLANNING REVIEW

L|Z|G
Architects

Luckenbach|Ziegelman|Gardner
A r c h i t e c t s

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Birmingham, Michigan 48009

email:
gardner-arch1@sbcglobal.net

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248.642.3990

issue	date
OWNER REVIEW	December 21, 2021

sheet title:
Title Sheet,
Sheet Schedule

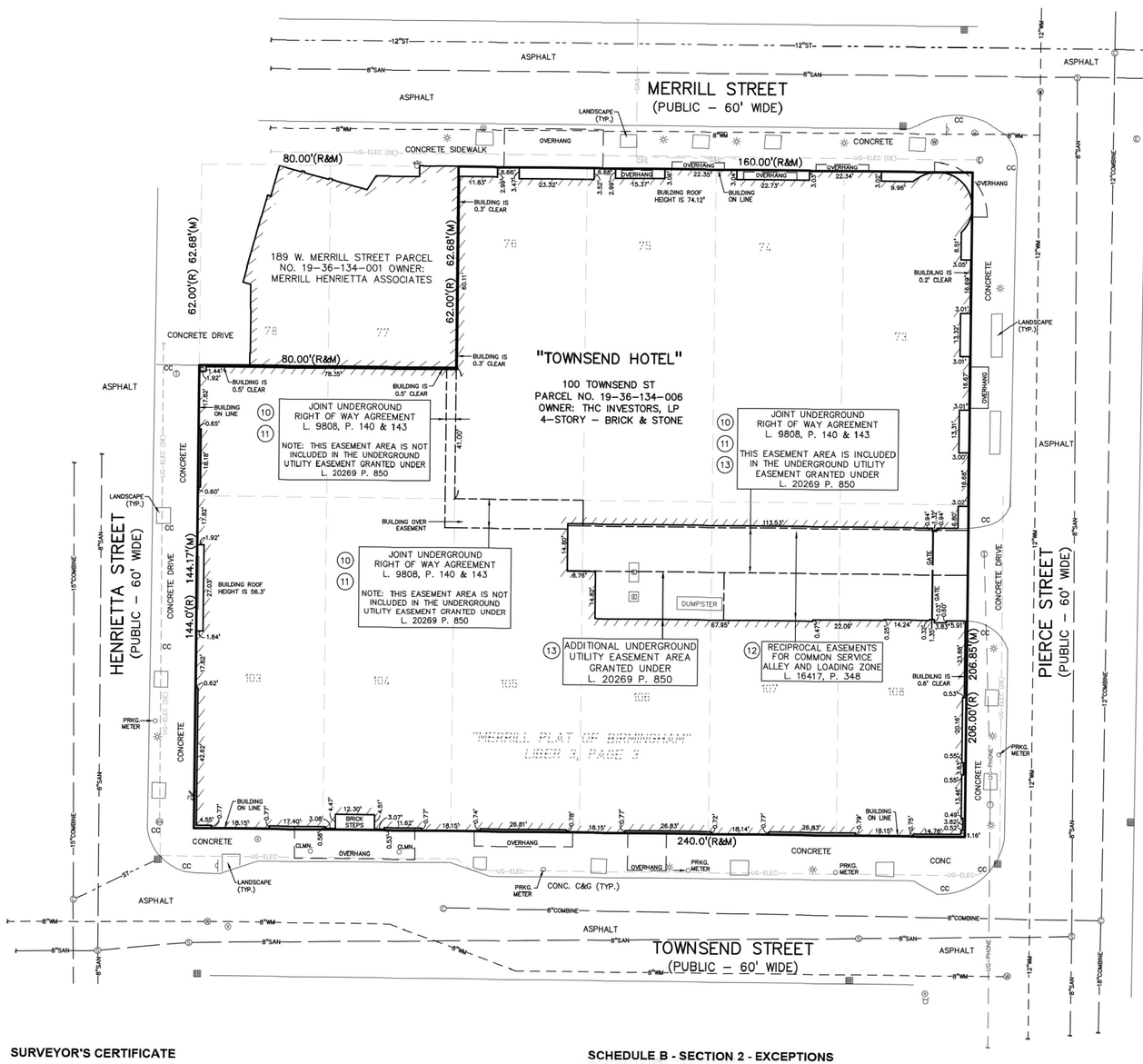
project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

project number:
018-2021

sheet number:
SD-1.00



SURVEYOR'S CERTIFICATE

To THC Investors Limited Partnership, a Michigan limited partnership, Morgan Stanley Bank, N.A., a national banking association, and its successors and assigns, Title Source, Inc., First American 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 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 16, 17, 18, 19 and 20 of Table A thereof. The fieldwork was completed on August 1, 2017.

Date of Plat or Map:_____

Todd D. Shelly, P.S.
Michigan Professional Surveyor No. 41111
Agent for Professional Engineering Associates, Inc.

STATE OF MICHIGAN
TODD D. SHELLY
PROFESSIONAL SURVEYOR
NO. 41111
LICENSED PROFESSIONAL SURVEYOR

SCHEDULE B - SECTION 2 - EXCEPTIONS

Per Title Source, Inc. File Number: 63483809; Effective Date: July 5, 2017

Items 1, 2, 3, 4, 5, 6, 7, 8, and 16 are not plottable survey items

Item 14 was removed from the survey at the request of legal counsel

9. Terms and conditions contained in Resolution recorded July 2, 1984 in Liber 8715, Page 137.
[SURVEYOR'S COMMENTS: IS NOT A PLOTTABLE SURVEY ITEM; HOWEVER, THE SUBJECT PROPERTY IN INCLUDED IN THE LANDS DESCRIBED THEREIN.]

10 Joint Underground Right of Way Agreement granted to Consumers Power Company and The Detroit Edison Company recorded March 13, 1987 in Liber 9808, Page 140.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP.]

11 Joint Underground Right of Way Agreement granted to Consumers Power Company and The Detroit Edison Company recorded March 13, 1987 in Liber 9808, Page 143.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP.]

12 Declaration of Reciprocal Easements For Common Service Alley and Loading Zone recorded July 9, 1996 in Liber 16417, Page 348.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP; HOWEVER, IT SHOULD BE NOTED THAT THIS AREA IS NO LONGER UNDER SEPARATE OWNERSHIP.]

13 Detroit Edison Underground Easement (Right of Way), recorded July 15, 1999 in Liber 20269, Page 850.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP.]

15. Notice of Commencement recorded August 25, 2016 in Liber 49740, Page 298.
[SURVEYOR'S COMMENTS: IS NOT A PLOTTABLE SURVEY ITEM; HOWEVER, THE SUBJECT PROPERTY IN INCLUDED IN THE LANDS DESCRIBED THEREIN.]

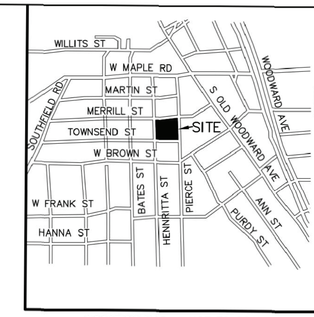
LEGEND

IRON FOUND
IRON SET
NAIL FOUND
NAIL & CAP SET
BRASS PLUG SET
MONUMENT FOUND
MONUMENT SET
SEC. CORNER FOUND
R RECORDED
M MEASURED
C CALCULATED

EXISTING

ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
UNDERGROUND CABLE TV, CATV PEDESTAL
TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
GAS MAIN, VALVE & GAS LINE MARKER
WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
SANITARY SEWER, CLEANOUT & MANHOLE
STORM SEWER, CLEANOUT & MANHOLE
COMBINED SEWER & MANHOLE
SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
POST INDICATOR VALVE
WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
UNIDENTIFIED STRUCTURE
816.06 SPOT ELEVATION
670 CONTOUR LINE
FENCE
GUARD RAIL
STREET LIGHT
SIGN
CONC. CONCRETE
ASPH. ASPHALT
GRAVEL GRAVEL SHOULDER
WETLAND

N



LOCATION MAP – NOT TO SCALE

GRAPHIC SCALE

–20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SCHEDULE A - PROPERTY DESCRIPTION

Per Title Source, Inc. File Number: 63483809; Effective Date: July 5, 2017

Tax Id Number(s): 19-36-134-006

Land situated in the City of Birmingham in the County of Oakland in the State of MI

PARCEL 1:
The Southerly 41 feet of Lots 77 and 78, all of Lots 103 and 104, all of Lot 105, except the Easterly 5 feet of the Northerly 21.5 feet of Lot 105 and all of Lots 106 through 108, inclusive except the Northerly 21.5 feet of MERILL'S PLAT OF BIRMINGHAM, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records.

EASEMENT PARCEL FOR THE BENEFIT OF PARCEL 1:
A non-exclusive easement for off-street loading and maintenance described as: Part of Lots 105 through 108, inclusive of MERRILL'S PLAT OF BIRMINGHAM, Section 36, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records, described as Commencing at the Southeast corner of Lot 108; thence along the West right of way line of Pierce Street North, 81.50 feet to the point of beginning; thence South 89 degrees 38 minutes 35 seconds West 124.79 feet; thence North 00 degrees 21 minutes 25 seconds West, 12.90 feet; thence North 89 degrees 38 minutes 35 seconds East, 124.87 feet; thence South 12.90 feet to the point of beginning.

PARCEL 2:
Lots 73 through 75 inclusive, East 5 feet of Lot 76, East 5 feet of the North 21.50 feet of Lot 105 and North 21.50 feet of Lots 106 through 108 inclusive, MERRILL'S PLAT OF BIRMINGHAM, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records.

PARCEL 3:
The West 35 feet of Lot 76 of MERRILL'S PLAT OF BIRMINGHAM, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records.

Client Reference: 100 Townsend St, Birmingham, MI 48009-6068

SURVEYOR'S NOTES

Table A Items

2. The subject property is identified as 100 Townsend St., Birmingham, MI 48009-6068, Tax Identification No.: 19-36-134-006

3. By graphical plotting, site is within "ZONE X" (Areas determined to be outside of the 0.2% annual chance of floodplain) per Flood Insurance Rate Map Number 26125C0537F, Effective Date September 29, 2006. The referenced map is the current map for the community in which the property is located.

4. The subject property covers approximate 44,629.6 sq. ft. or 1.02 acres

6. (a) Zoning information was provided to the surveyor by the client's representative on August 16, 2017.

Zoning Classification: "B-4" Business-Residential District
Minimum Lot Size: None Required
Maximum Height: 60-feet and 5-stories for Residential and Multiple Family; 4-stories and 48-feet for all other buildings
Minimum Setbacks:
Front Setback: 0-feet
Side Setback: 0-feet for Commercial, Office or Parking stories; 10-feet for Residential stories if containing windows and abutting a street
Rear Setback: 10-feet if abutting P, B1, B2, B2B, B2C, B3, B4, O1 or O2; 20-feet if abutting Residential
Parking:
Hotel: 1 Parking Space per Rental Unit plus 1 Parking Space per 25 Units plus Space required for Restaurants, Bars, Assembly Room and Affiliated Facilities
Restaurant: 1 Parking Space per 75 Square Feet of Floor Area (Table A)
Assembly Area: 1 Parking Space per 6 Seats (Table A)

(b) Applicable zoning information is shown on the survey map

7. (a) Exterior building dimensions are shown on the survey map
(b)(1) The area of the existing building is 40226.4 sq. ft., as determined from exterior building dimensions
(c) The build height is shown on the survey map where measured

8. Substantial features observed in the process of conducting the fieldwork are shown on the survey map and are depicted as observed

9. Pavement striping for parking is shown on the survey map and depicted as observed.

Regular parking spaces	50
Barrier Free parking spaces	0
Total parking spaces	50

10. (a) There are no division or party walls associated with the subject property.

11. The location of utilities existing on and serving the subject property are shown on the survey map and depicted as observed and as noted in plans obtained from utility companies

13. Names of adjoining land owners are shown and noted on the survey map

16. No visible evidence of recent earth moving work, building construction, or building additions were observed in the process of conducting the survey

17. No recent street or sidewalk construction or repairs were observed in the process of conducting the survey

18. No field delineation of wetlands was observed in the process of conducting the fieldwork. No wetland delineation information was provided by the client

19. Offsite easements or servitudes disclosed in documents provided or obtained are shown on the survey map

S.1

No.	BY	CHK	DESCRIPTION	DATE

REVISIONS

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE NOT WARRANTED TO BE ANY GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

THIS DRAWING AND DESIGN ARE THE PROPERTY OF PEA, INC. THEY ARE SUBMITTED ON THE CONDITION THAT THEY ARE NOT TO BE USED, REPRODUCED, OR COPIED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO OTHERS, WITHOUT THE PRIOR WRITTEN CONSENT OF PEA, INC. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED. © 2017 PEA, INC.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION WORKERS WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

3 FULL WORKING DAYS BEFORE YOU DIG CALL 811
Know what's below Call before you dig
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1-800-482-7171 www.missdig.net

PEA, Inc.
7927 Nemco Way, Ste 115
Brighton, MI 48116
t: 517.546.8593
f: 517.546.8973
www.peainc.com

THC INVESTORS LIMITED PARTNERSHIP

ALTA/NSPS LAND TITLE SURVEY
TOWNSEND HOTEL
PART OF THE NW 1/4 OF SECTION 36, T. 02N., R. 10E.
CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

DES.	DN.	LP	SUR.	JW	P.M.	TDS
XXX						

S:\PROJECTS\2017\2017-252 TOWNSEND HOTEL - TDS\SURVEY - DEPT\17-252BND(ORD)2017-252 ALTA.dwg

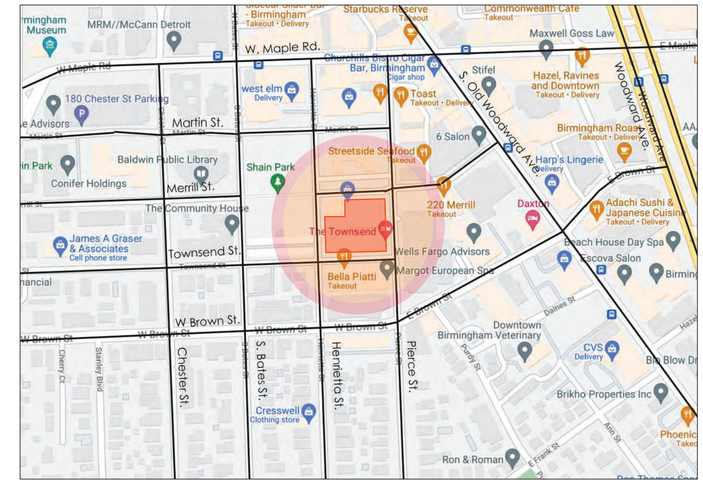
ORIGINAL ISSUE DATE:
AUGUST 17, 2017

PEA JOB NO. 2017-252

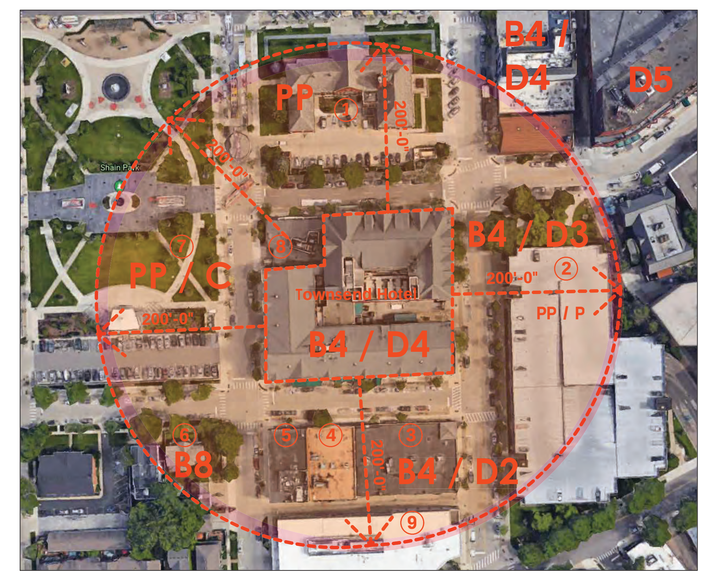
SCALE: 1" = 20'

DRAWING NUMBER:
1 of 1

Site Plan
1/16" = 1'-0"



Location Map
NTS



Adjacent Properties
~200'-0" From The Location
Scale: 0' 50' 100' 200'

KEY
1. Municipal Building / City Hall
2. Birmingham Parking
3. Margot European Spa
4. Bella Piatti Resturant
5. Antonino Salon & Spa
6. Residence
7. Shain Park
8. Chief Financial Credit Union
9. JP Morgan Private Bank

HDC - SLUP REVIEW

L|Z|G Architects
Luckenbach|Ziegelman|Gardner Architects
555 S. Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009
email:
gardner-arch1@sbcglobal.net
tele:
248.642.3990

issue	date
OWNER REVIEW	December 21, 2021
HDC /SLUP REVIEW	January 28,2022

sheet title:
Site Plan, Location Map, & Site Info

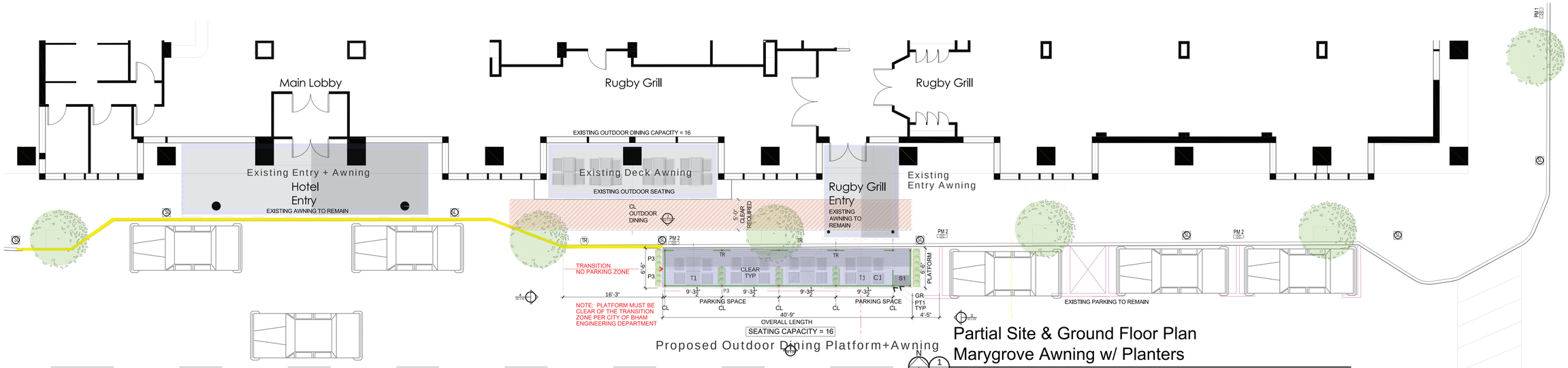
project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

project number:
018-2021

sheet number:
SD-1.01

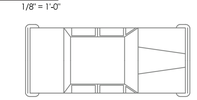


Partial Site & Ground Floor Plan
Marygrove Awning w/ Planters

ANY Combo 2+4 TOPS

Flexible to max @ 4x4 Tops = Capacity = 16

1/8" = 1'-0"



Key

- P3 12"X12"X36" L Planter
- P4 12"X12"X48" L Planter
  PLANTER LATTICE FOR PLANT CLIMBING. 36" HIGH ARBOR AT MIDDLE OF PLANTER TO HELP DEFINE THE DINING AREA AND PROVIDE PRIVACY
- S1 24" X 30" Service Station
- C1 CHAIR TYPE 1
- T1 TABLE TYPE 1 28" X 28" X 29.5" H
- TR TRASH RECEPTICAL
- GR GUARD RAIL = 36" HIGH MAX STEEL RAIL - DESIGN TO MATCH EXISTING
- PT1 2X2 ALUM POST FOR AWNING STRUCTURE
- PM2 EXISTING PARKING METER
- SL EXISTING STREET LAMP

MAKE SHADE

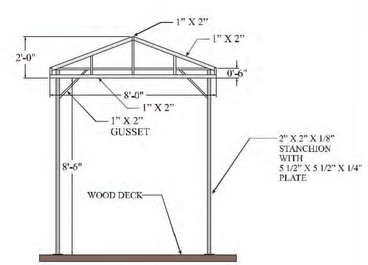
EXCEPTIONAL

10 YEAR LIMITED WARRANTY

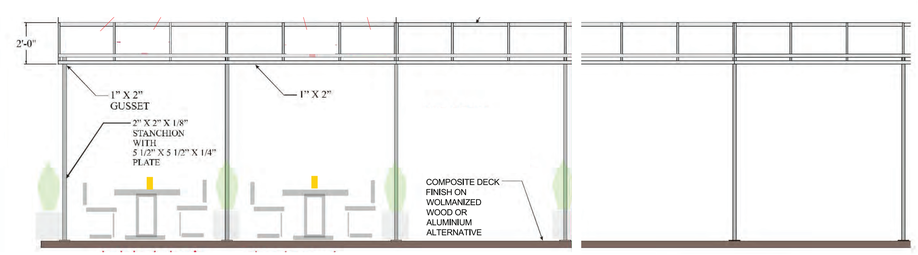
Solids

Rugby Grill Selection

sunbrella

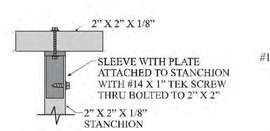


FRONT ELEVATION

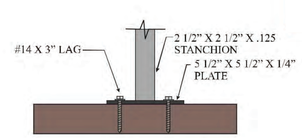


SIDE ELEVATION

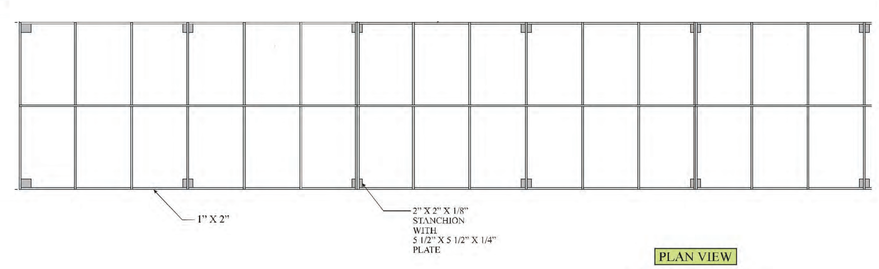
AWNING IS FREE STANDING
FABRIC COVERING IS SEASONAL



STANCHION TO
AWNING ATTACHMENT
DETAIL



STANCHION TO
WOOD DECK
ATTACHMENT DETAIL



PLAN VIEW

AWNING IS FREE STANDING
FABRIC COVERING IS SEASONAL

Marygrove AWNINGS

DALE BACHE
TOWNSEND HOTEL
100 TOWNSEND STREET
BIRMINGHAM, MI 48009
10/20/2021

NOTES:
ALL FRAMING ALUMINUM
1" X 1" X .093 UNLESS NOTED

FRAMES: MILL FINISH
FABRIC: SUNBRELLA CHARCOAL GREY 6044

seal:

L|Z|G
Architects

Luckenbach|Ziegelman|Gardner
A r c h i t e c t s

555 S. Old Woodward Ave, Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch1@sbcglobal.net

tele:
248.642.3990

issue	date
OWNER REVIEW	December 21, 2021
HDC / SLUP	Jan 28, 2022

sheet title:

Partial Site Plan
Technical Details

project:

THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:

100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

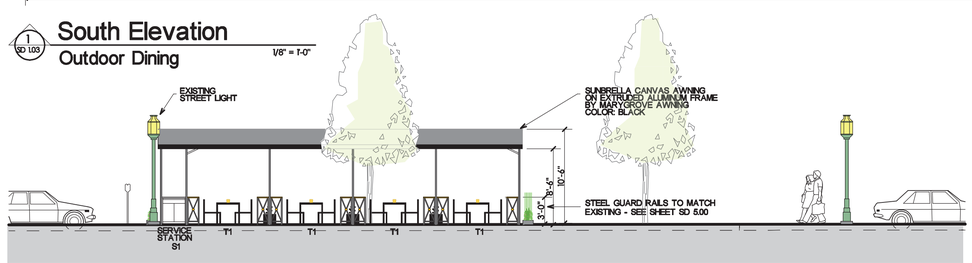
project number:
018-2021

sheet number:
SD-1.02

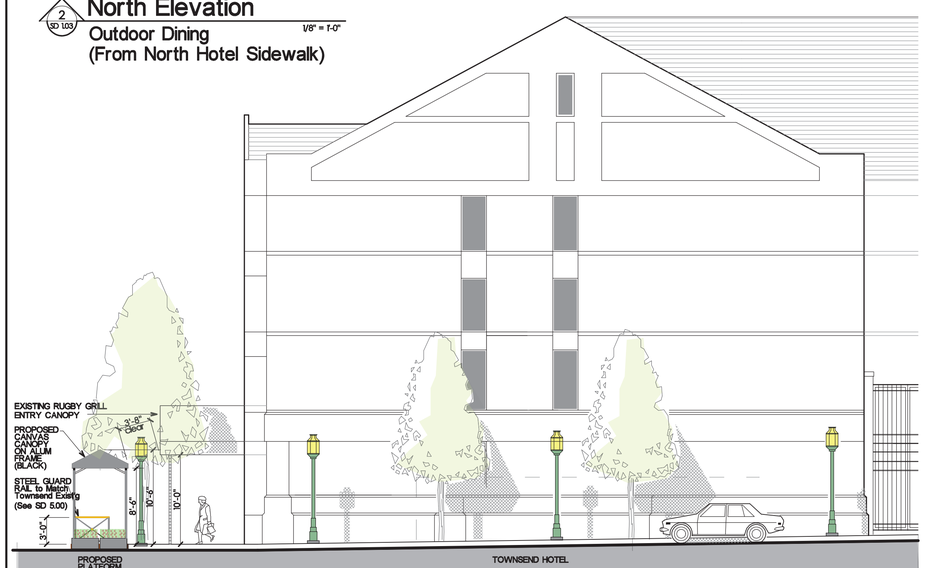
Key

P3	12"X12"X36" L Planter
P4	12"X12"X48" L Planter
	PLANTER LATTICE FOR PLANT CLIMBING. 36" HIGH ARBOR AT MIDDLE OF PLANTER TO HELP DEFINE THE DINING AREA AND PROVIDE PRIVACY
S1	24" X 30" Service Station
T1	TABLE TYPE 1 28" X 28" X 29.5" H
GR	GUARD RAIL = 36" HIGH MIN STEEL RAIL - DESIGN TO MATCH EXISTING
PT1	2X2 ALUM POST FOR AWNING STRUCTURE
PM	EXISTING PARKING METER
SL	EXISTING STREET LAMP

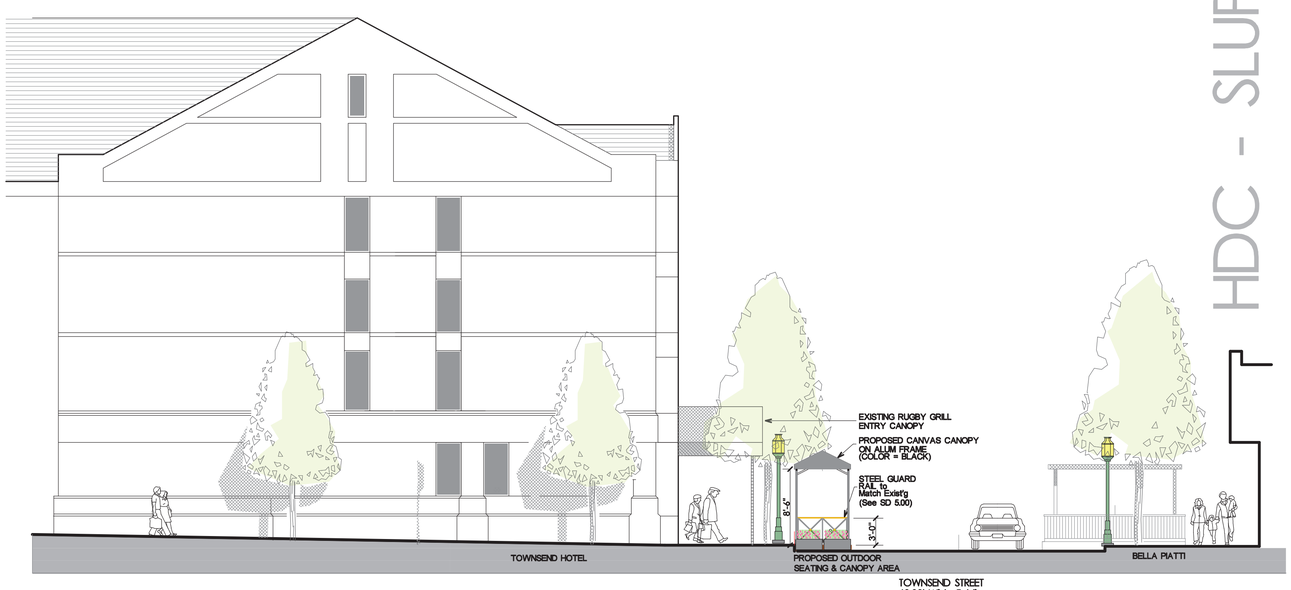
1 SD 1.03 **South Elevation**
Outdoor Dining 1/8" = 1'-0"



2 SD 1.03 **North Elevation**
Outdoor Dining 1/8" = 1'-0"
(From North Hotel Sidewalk)



3 SD 1.04 **Partial East Elevation**
Outdoor Dining 1/8" = 1'-0"



4 SD 1.03 **Partial West Elevation**
Outdoor Dining in Context / Looking East 1/8" = 1'-0"

HDC - SLUP REVIEW

seal:

L|Z|G Architects
Luckenbach|Ziegelman|Gardner Architects
555 S. Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch1@sbcglobal.net

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248.642.3990

issue	date
HDC/SLUP REVIEW	JANUARY 28.2021

sheet title:
Elevations

project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

project number:
018-2021

sheet number:
SD-1.03

01/28/2022 -- 10:54 AM -- Scale 1 : 96

BISTRO FURNITURE

SKU: 4785202000

Nardi 4785202000 Anthracite Cube 70 Table

T1 Table type 1

Description

Cube is a solid, minimalist professional table made out of resin with a DurelTop square surface. It is an innovative new system in the production of tabletops developed to reach the highest levels of practicality, resistance, and elegance. It also features an aluminum structure that confers solidity and sturdiness. Square-base legs in lacquered aluminum.

Features:

- Stackable table 70x70 cm.
- DurelTOP in polypropylene with UV additives and uniformly colored.
- Legs in coated aluminum.
- Matte finish.
- Adjustable height feet.
- Recyclable resin.

Specifications

Width:	27.6 in.
Height:	29.5 in.
Depth:	27.6 in.
Color:	Black
Stackable:	Yes

Table height = 29.5"

SKU: 4024302000

Nardi 4024302000 Anthracite Bora Bistrot Chair

Description

Lightweight and cool, Bora is a chair without armrests in fiberglass resin, with a continuous tubular structure and rounded profile. The seat and back form a single piece, with shapes that complement the soft fabric padding.

Features:

- Monobloc chair without armrest.
- Uniformly colored fiberglass polypropylene resins with UV additives.
- Matte Finish
- With non-slip feet.
- Recyclable Resin

Specifications

Width:	23 in.
Height:	33.9 in.
Depth:	21.7 in.
Color:	Black
With Arms:	No
With Back:	Yes
Stackable:	Yes
Shipping Weight:	12.50 pounds

C1

LIGHTING

Battery Powered Table Lamp
LED 2W
Dim = 8" ht x 4" x 4"

PLANTER BOX VEGETATION

Mandevilla Climbing Vine Annual

Verbenum

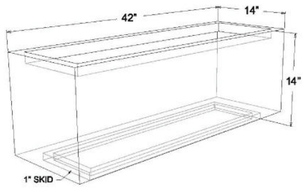
ZZZ Plant

PLANTER BOX

Planter Box

Low Rectangular Planter - Medium

42"L X 14"W X 14"H
Weight - Steel : 63 lbs. Aluminum : 27 lbs.
Capacity : 4.25 cubic feet



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GUARD RAIL

RUGBY GRILL EXIST'G RAIL

RECEPTACLE

HDC & SLUP REVIEW

seal:

L|Z|G Architects
Luckenbach|Ziegelman|Gardner Architects
555 S. Old Woodward Ave, Suite 27L
Birmingham, Michigan 48009

email:
gardner-archl@sbcglobal.net

tele:
248.642.3990

issue	date
OWNER REVIEW	NOV 15, 2021
HDC REVIEW	
PLANNING SLUP REVIEW	DEC 20, 2021
	JAN 28, 2022

sheet title:
FFE: FURNITURE, FIXTURES, PLANTS & PLANTERS

project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

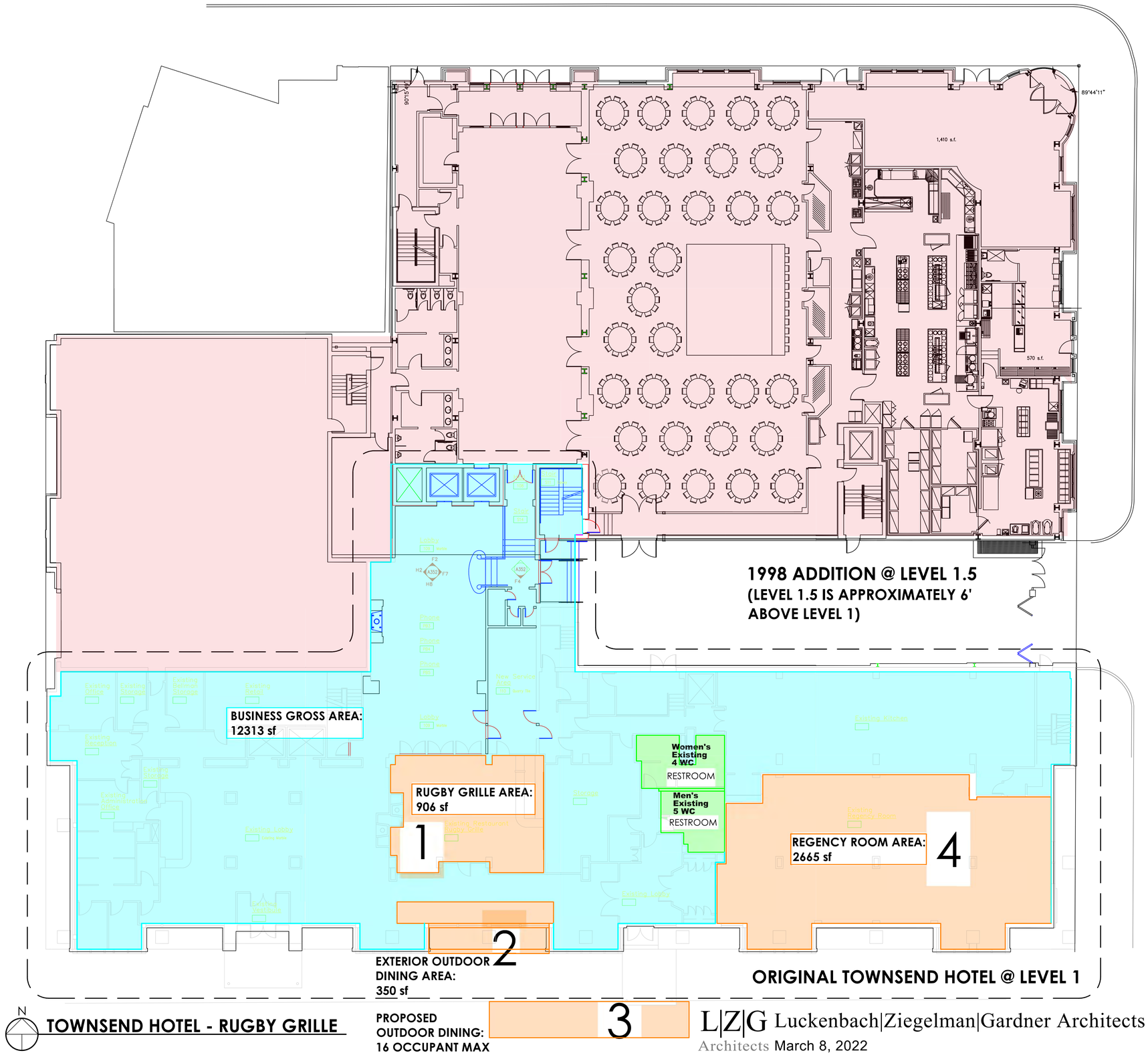
project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn JG
coordination checked
checked approved

project number:
018-2021

sheet number:
SD 5.00

PLUMBING FIXTURE ANALYSIS



TOWNSEND HOTEL - RUGBY GRILLE

L|Z|G Luckenbach|Ziegelman|Gardner Architects
Architects March 8, 2022

RESTAURANT OCCUPANCY: A-2

1. RUGBY GRILL: 906 sf
2. EXTERIOR OUTDOOR DINING: 350 sf
3. PROPOSED OUTDOOR DINING: +16 OCC. MAX
4. REGENCY ROOM: 2665 sf

TOTAL: 3033 sf
MAX OCC. LOAD: 3033 sf / 15 sf (A)
MAXIMUM ALLOWABLE OCCUPANTS: **219**
MEN: 110
WOMEN: 110

WC REQUIRED (B):
MEN: 110 / 75 = 1.467
= **2 WC**
WOMEN: 110 / 75 = 1.467
= **2 WC**

URINAL SUBSITUTE IN MENS CANNOT EXCEED 67%: **=/<1**

(A) MAX OCCUPANCY LOAD FOR USE GROUP A-2 = 15 sf / PERSON PER MBC

(B) USE GROUP A-2 REQUIRES 1 WC PER 75 OCCUPANTS OF EACH SEX

BUSINESS OCCUPANCY: B
GROSS: 12313 sf
MAX OCC. LOAD: 12313 sf / 100 sf (A)
MAXIMUM ALLOWABLE OCCUPANTS: **123**
MEN: 62
WOMEN: 62

WC REQUIRED:

MEN (B1):
62 / 25 = 2.48
= **3 WC**

WOMEN (B2):
62 / 40 = 1.55
= **2 WC**

URINAL SUBSITUTE IN MENS CANNOT EXCEED 50%: **=/<1**

(A) MAX OCCUPANCY LOAD FOR USE GROUP B = 100 sf / PERSON PER MBC

(B1) USE GROUP B REQUIRES **1** WC PER **25** MALE OCCUPANTS FOR THE FIRST **50** AND 1 PER **50** FOR THE REMAINDER OF THE EXCEEDING **50**

(B2) USE GROUP B REQUIRES **1** WC PER **40** FEMALE OCCUPANTS FOR THE FIRST **80** AND 1 PER **80** FOR THE REMAINDER OF THE EXCEEDING **80**

TOTAL WC REQUIRED	**WC PROVIDED**
MEN: **5**	MEN: **5**
WOMEN: **4**	WOMAN: **4**

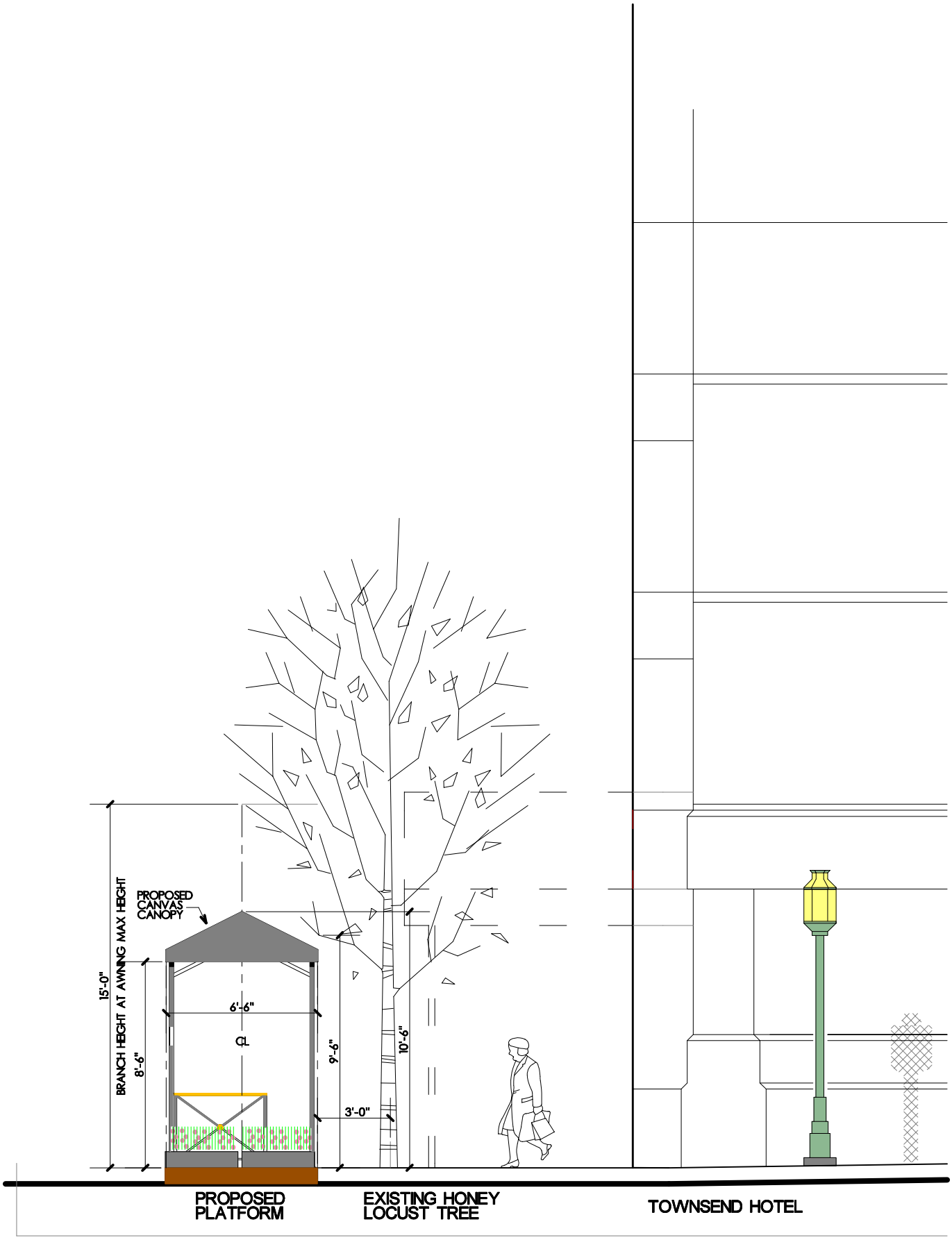


Exhibit "A"

Existing Street Tree Field Measurements in Relation to Proposed Awning Structure Looking West

Luckenbach|Ziegelman|Gardner
Architects

03/08/2022 -- 08:07 PM -- Scale 1 : 66

City of Birmingham
A Walkable Community

Design Review Application
Planning Division

Form will not be processed until it is completely filled out

1. Applicant
Name: THC INVESTORS LIMITED PARTNERSHIP
Address: 100 TOWNSEND STREET
BIRMINGHAM, MICHIGAN
Phone Number: 248 642 7900
Email address: sroth@townsendhotel.com

2. Property Owner
Name: Same
Address:
Phone Number:
Email address:

3. Project Contact Person
Name: Steve Roth
Address: Same as above
Phone Number: 248 642 7900
Email address:

4. Project Designer/Developer
Name: John H. Gardner, AIA / Luckenbach|Ziegelman|
Address: 555 S.Old Woodward
Birmingham, MI 48009
Phone Number: 248 642 3990
Email address: gardner-arch1@sbcglobal.net

5. Required Attachments

I. Two (2) paper copies and one (1) digital copy of all project plans including:
   i. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
   ii. Colored elevation drawings for each building elevation;
   iii. A Landscape Plan (if applicable);
   iv. A Photometric Plan (if applicable);

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.

6. Project Information
Address/Location of the property: 100 Townsend
Name of development: Townsend Hotel
Sidwell #: 19-38-134-008
Current Use: Hotel
Proposed Use:
Area of Site in Acres: 1.02
Current zoning: B-4

	Yes	No
Is the property located in a floodplain? ----------	☐	☑
Is the property within a Historic District? --------	☑	☐
→ If so, which?		
Will the project require a variance? ----------	☐	☑
→ If so, how many?		
Has the project been reviewed by another board?	☐	☑
→ If so, which?		

7. Details of the Proposed Development (attach separate sheet if necessary)
Proposed Exterior Dining Platform w/ Canvas Awning on aluminum frame.
See attached Plans

8. Required and Proposed Parking

Required number of parking spaces: NA
Proposed number of parking spaces: NA
Location of parking on site: NA
Location of parking off site: Street and Parking Structure
Shared parking agreement? _____
Size of surface parking lot: NA

Number of underground parking levels: NA
Typical size of parking spaces: _____
Typical width of maneuvering lanes: _____
Number of handicap spaces: _____
Screenwall material: _____
Height of screenwall: _____

9. Landscaping

Location of landscape areas: NA

Proposed landscape material: _____

10. Streetscape

Sidewalk width: No changes
Number of benches: _____
Number of planters: _____

Number of existing street trees: No Changes
Number of proposed street trees: _____
Number of waste receptacles: _____

11. Loading

Required number of loading spaces: NA
Proposed number of loading spaces: _____
Location of loading spaces on site: _____

Typical size of loading spaces: NA
Screenwall material: NA
Height of screenwall: NA

12. Exterior Waste Receptacles

Required number of waste receptacles: _____
Proposed number of waste receptacles: 2
Location of waste receptacles: on dining platform

Size of waste receptacles: 15" dia
Screenwall material: NA
Height of screenwall: NA

13. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: NA
Location of all utilities & easements: _____

Size of transformers (L•W•H): _____
Screenwall material: _____
Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: NA
Location of all ground mounted units: _____

Size of ground mounted units (L•W•H): _____
Screenwall material: _____
Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: NA
Type of rooftop units: _____
Location of all rooftop units: _____
Size of rooftop units (L•W•H): _____

Location of screenwall: _____
Screenwall material: _____
Height of screenwall: _____
Distance from rooftop units to all screenwalls: _____

14. Building & Site Lighting

Number of light fixtures on building: No Changes
Light level at each property line: _____
Type of light fixtures on building: _____
Location of light fixtures on building: _____

Number of light fixtures on site: _____
Type of light fixtures on site: _____
Height from grade: _____
Location of light fixtures on site: _____

The undersigned states the above information is true and correct, <u>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</u>. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with the 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: 1/26/22

Print name: Steve Roth

Signature of Applicant: _____ Date: 1/26/22

Print Name: Steve Roth

Signature of Architect: _____ Date: 1.26.2022

Print Name: John H. Gardner

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted By: _____

RUGBY GRILLE

First Course

Townsend Prime Steak Tips $18
pommes puffs, roasted garlic, sweet peppers, au poivre

Rugby Grille Shrimp Cocktail $25
cocktail sauce, hot mustard

Charcuterie Board $35
chef's cheeses, select cured meats, marcona almonds, seasonal jams, fruit, crostini

Caprese $22
buffalo mozzarella cheese, heirloom tomatoes, pan roasted pine nuts, petite basil, extra virgin olive oil, prosciutto crisps

Crab Cake $28
spicy pepper coulis, béarnaise, petite dressed greens

Arancini $22
roasted tomato sauce, goat cheese, fresh herbs, shaved seasonal truffle

Beef Tartare $40
hand-chopped prime tenderloin, egg, shallots, caper, toast points

Soup & Salad

Townsend French Onion Soup $12
crostini, gruyere, parmesan

Chicken Noodle $10
roasted chicken brodo, carrots, onion, celery, confit chicken, ditalini pasta

Chopped Salad $23
romaine, heirloom tomatoes, calabrese salami, calabrian chili, chickpeas, dunbarton cheese, green onion, whole grain mustard vinaigrette

Townsend House Salad $14
great lakes greens, carrots, cucumbers, tomatoes, roasted shallot vinaigrette

Fall Salad $19
shredded kale, baby arugula, pomegranate seeds, roasted apples, pepitas, dried cherries, ricotta salata, white balsamic honey vinaigrette

Rugby Caesar Salad $16
artisan romaine, garlic crouton, parmigiano-reggiano, house made caesar dressing

Sides $10

Char-Roasted Red Peppers with Feta
Sautéed Spinach
Chef's Potato
Grilled Asparagus with Béarnaise
Fried Brussels Sprouts with Vinegar Salt
Sautéed Mushrooms
Truffle Fries $18

Steaks

USDA Prime
all steaks are served with roasted marble potatoes and fall vegetable

8 oz. Prime Filet $68

18 oz. Prime Bone-In Ribeye $75

16 oz. Wagyu NY Strip $120

Add Signature Sauce

Bordelaise Béarnaise Au Poivre

Mains

Rugby Burger $34
charred onion jam, lettuce, duck confit, gruyere cheese served with french fries

Add Foie Gras $25
Add Seasonal Shaved Truffle $18

Lamb Wellington - MKT
puff pastry, mushroom lamb duxelles, bresaola, cherry lamb jus, pan roasted carrots and green beans

Brick Chicken $38
crispy skin amish chicken breast, marbled mash, pan roasted baby root vegetable, natural thyme jus

Casarecce Pasta $35
fennel chutney, pangrattato, fire roasted tomato sauce, shaved parmesan

Loch Duart Salmon $44
maple and pistachio glazed salmon, parsnip purée, petite fall vegetable

Duck Cannelloni $35
confit duck, caramelized onion, mustard lemon cream sauce, duck jus, aged parmesan, petite greens

Halibut $48
chanterelle risotto, mushroom balsamic reduction, pan seared halibut, dressed tatsoi

Dover Sole $74
green bean amandine, lemon beurre blanc, capers, herb butter

Berkshire Pork Loin $54
cherry bacon gremolata crust, fig and port reduction, potato croquette, fire roasted squash

Ask about menu items that are cooked to order or served raw.
Notice: consuming raw or under cooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

RUGBY GRILLE

Breakfast Favorites

Avocado Toast $18
sourdough, smashed avocado, confit tomato, crispy chickpeas, pickled onion your choice of egg served with dressed greens

Acai Bowl $12
organic granola, local honey, acai greek yogurt, mixed berries

Brûléed French Toast $20
brioche, strawberry rhubarb, crème anglaise

Oatmeal $8
steel cut oats, brown sugar, rum raisins, fresh blueberries

Lox $22
scottish salmon, tomato, red onion, capers, sliced egg, cream cheese, choice of bagel

Leek Quiche $22
butter crust, swiss cheese, sauteed leeks, spring pencil asparagus, topped with a poached egg, lardon and hollandaise with petite mixed greens

Two Eggs $18
two eggs any style, choice of bacon, pork or chicken sausage, toast, rugby potatoes or fresh fruit

Hash $17
corned beef, peppers, onion, crispy potatoes and 2 eggs any style

French Omelet $18
choice of three - spinach, mushroom, tomato, onion, peppers, ham, bacon, swiss, cheddar, mozzarella, choice of toast additional items/egg whites add $1.50

Belgian Waffle or Pancakes $14
buttermilk batter, michigan maple syrup, seasonal berries

Townsend Benedict $20
poached eggs, canadian bacon, english muffin, hollandaise, grilled asparagus, dressed greens
Substitute Smoked Salmon $26

Latke Benedict $28
poached eggs, cured salmon, latkes, hollandaise, grilled asparagus, dressed greens

Sides

Toast $6
Rugby Potatoes $6
Breakfast Meat $6
Fruit $6
Pastry $7
House or Steak Fries $10
Truffle Fries $18

Starters

Rugby Grille Classic Shrimp Cocktail $25
cocktail sauce, hot mustard

Townsend French Onion Soup $12
crostini, gruyere, parmesan

Chicken Noodle Soup $10
roasted chicken brodo, carrots, onion, celery, ditalini pasta

Rugby Caesar Salad $16
artisan romaine, garlic crouton, parmigiano-reggiano, house made caesar dressing

Townsend House Salad $14
great lakes greens, carrots, cucumber, tomatoes, roasted shallot vinaigrette

Rainbow Salad $19
butter lettuce, watermelon radish, roasted beets, fresh dill, strawberries, toasted pistachios, black diamond white cheddar, white balsamic poppy seed dressing

Rugby Chopped Salad $23
romaine lettuce, heirloom tomatoes, calabrese salami, calabrian chili, chickpeas, dunbarton cheese, green onion, whole grain mustard vinaigrette

Add To Any Salad
Chicken $7 Salmon $16 Shrimp $24

House Specialties

Rugby Burger $28
cheddar cheese, bibb lettuce, heirloom tomato and herb aioli on a toasted brioche bun

Turkey Club $18
roasted michigan turkey breast, bacon, lettuce, heirloom tomato, herb mayonnaise, toasted multi-grain

Townsend Grilled Cheese $17
sourdough bread, heirloom tomato, port salut & gruyere
Add Bacon $6

Rugby Vegetable Bowl $24
steamed basmati rice topped with stir-fried onion, mixed peppers, carrot, broccolini and baby zucchini in a chinese brown garlic sauce
Add Grilled Chicken Breast $7

Brick Chicken $38
crispy skin amish chicken breast, chef's potato, green beans, butter & brown sugar braised carrots, natural jus

Fish & Chips $26
beer batter, steak fries with vinegar powder, fresh english peas, tartar sauce

Filet $68
8 oz. prime tenderloin served bordelaise sauce, chef's potatoes and fresh vegetable

Ask about menu items that are cooked to order or served raw.
Notice: consuming raw or under cooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

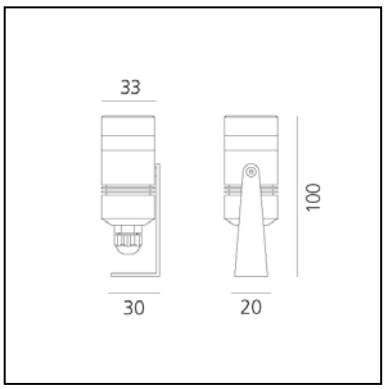
Minispot 17° 3000K

Studio Artemide

DESCRIPTION

Light fixture with high-performance LED light sources.
Ground, floor, wall installation.
Composed by body, metal ring,diffuser in transparent polycarbonate.
Body and metal ring in computer numerical controlmachined billet anticorodal aluminium.
Painted spot with 2-stage outdoor treatment:
primer, outdoor paint.
Silicone gaskets.
100cm-long two-pole connection cable H05RN-F.
Picket for ground installation in galvanized sheet iron.
Technical features of light fixtures in compliance with EN60598-1 and part 2-13.

IP65



PRODUCT CODE: NL702910K0

FEATURES

- Article Code: **NL702910K0**
- Colour: **Silver**
- Installation: **Projector**
- Series: **Architectural Outdoor**
- Area contract: **null, Outdoor**
- design by: **Studio Artemide**

DIMENSIONS

- Width: **cm 2**
- Height: **cm 10**
- Diameter: **cm 3**

SOURCES INCLUDED

- Category: **Led**
- Number: **1**
- Watt: **3 W**
- Color temperature (K): **3000K**
- LED current: **700 mA**

LUMINAIRE

- Watt: **2W**
- Delivered lumens output: **100lm**
- CCT: **3000K**
- Efficiency: **71%**
- Efficacy: **49.77lm/W**
- CRI: **80**

Notes

Fixed optic. PMMA lenses. Beams (10°).
White monochromatic LEDs available
Colour temperatures:
Warm = 3000K

We reserve the right to change our product specifications. — November 2021
Please visit www.artemide.com for the latest product information

Artemide

Accessories

EGO PICCHETTO NL97150

Driver 14W - 700mA 220-240 - 79x38x25 (LxWxH) - IP67 - Undimable DV3003

Driver 30W - 700mA 220-240 - 120x38x25 (LxWxH) - IP67 - Non Dimmerabile DV3004

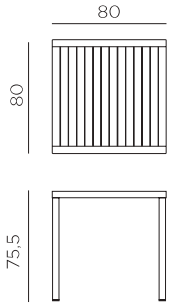
Driver 38W - 220-240 - 185x35x33 (LxWxH) - IP67 - Dimmable DALI DV1042

NARDI
YOUR OUTDOOR LIVING

CUBE 80

design Raffaello Galiotto

Ref. 480



11,5	peso prodotto in kg weight of product in kg
1 0,088 m³	imballo cartonato - pz e volume in m³ carton packing - pcs and volume in cbm
18 pz	pz su pallet pcs on pallet
	prodotto da montare assembly required
CATAS	prodotto testato a norma da Catas product tested by Catas

IT Tavolo impilabile 80X80 cm. Materiale: piano DurelTOP in polipropilene trattato anti-UV, colorato in massa. Gambe in alluminio verniciato. Finitura opaca. Dotato di piedini regolabili. Resina riciclabile.

EN Stackable table 80X80 cm. Material: DurelTOP in polypropylene with UV additives and uniformly coloured. Legs in coated aluminum. Matt finish. Adjustable height feet. Recyclable resin.

FR Table empilable 80X80 cm. Matériau: plateau DurelTOP en polypropylène traité anti-UV et coloré dans la masse. Pieds en aluminium vernis. Effet mat. Vérins de réglage. Résine recyclable.

DE Stapelbarer Tisch 80X80 cm. Material: DurelTOP Tischplatte aus UV-beständigem Polypropylen, voll durchgefärbt. Beine aus epoxiertem Aluminium. Matt-Effekt. Höhenverstellbaren Füßen. Recyclebarer Kunststoff.

ES Mesa apilable 80X80 cm. Material: tablero DurelTOP en polipropileno tratado anti UV y teñido en masa. Patas en aluminio pintado. Efecto mate. Tacos Regulables. Resina reciclable.

PT Mesa empilhável 80X80 cm. Material: tampo DurelTOP em polipropileno com tratamento anti-UV colorido na totalidade. Pernas em alumínio pintado. Acabamento fosco. Pés ajustáveis. Resina reciclável.

BIANCO
vern. bianco
48053.00.000

ANTRACITE
vern. antracite
48052.02.000

CAFFÈ
vern. caffè
48057.05.000

TORTORA
vern. tortora
48059.10.000

NARDI s.p.a.
36072 Chiampo (Vi) Italia - Via delle Stangà, 14 - Tel. +39 0444 422 100
www.nardioutdoor.com - info@nardioutdoor.com

made in italy

NARDI
YOUR OUTDOOR LIVING

CUBE

design Raffaello Galiotto

IT Tavolo impilabile. Materiale: piano DurelTOP in polipropilene trattato anti-UV, colorato in massa. Gambe in alluminio verniciato. Finitura opaca. Dotato di piedini regolabili. Istruzioni d'uso: posizionare in modo stabile su un suolo piano. Pulire con detergenti non aggressivi e sciacquare con acqua. Avvertenza: rischi di pizzicamento in fase di installazione. Tipo di utilizzo: collettività. Prodotto da montare. Prodotto in Italia. Resina riciclabile. Prodotto a norma UNI EN 581/1/3.

EN Stackable table. Material: top durelTOP in polypropylene with UV additives and uniformly coloured. Legs in coated aluminum. Matt finish. Adjustable height feet. Instructions for use: place on a flat, level area. Wash with mild soap and rinse with water. Note: there is a risk of being pinched during assembly. Types of uses: group gatherings. Assembly required. Made in Italy. Recyclable resin. Product conforms to UNI EN 581/1/3.

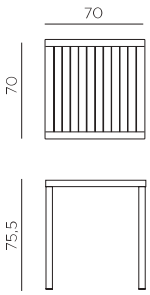
FR Table empilable. Matériau: plateau DurelTOP en polypropylène traité anti-UV et coloré dans la masse. Pieds en aluminium vernis. Effet mat. Vérins de réglage. Instructions d'utilisation: positionner de manière stable sur un sol plan. Nettoyer le produit avec détergent non agressif et rincer avec de l'eau. Avertissement: risques de pincement en cours d'installation. Type d'utilisation: collectivité. A monter soi-même. Fabriqué en Italie. Résine recyclable. Produit conforme à la norme UNI EN 581/1/3.

DE Stapelbarer Tisch. Material: DurelTOP Tischplatte aus UV-beständigem Polypropylen, voll durchgefärbt. Beine aus epoxiertem Aluminium. Matt-Effekt. Höhenverstellbaren Füßen. Gebrauchseinleitung: Einsatz auf ebenem Untergrund. Reinigung mit neutralem Reinigungsmittel und mit Wasser nachspülen. Achtung: Verletzungsgefahr beim Aufbau. Nutzung: Gewerblich. Zusammensetzbarer Artikel. Hergestellt in Italien. Recyclebarer Kunststoff. Produkt entspricht der norm UNI EN 581/1/3.

ES Mesa apilable. Material: tablero DurelTOP en polipropileno tratado anti UV y teñido en masa. Patas en aluminio pintado. Efecto mate. Tacos Regulables. Instrucciones de uso: colocar en una superficie plana y estable. Limpiar el producto con detergente suave, aclarandolo posteriormente con agua. Advertencia: riesgo de pellizcarse al realizar el montaje. Tipo de uso: colectividades. Producto de ensamblar. Fabricado en Italia. Resina reciclable. Fabricado según normativa UNI EN 581/1/3.

PT Mesa empilhàvel. Material: tampo DurelTOP em polipropileno com tratamento anti-UV colorido na totalidade. Pernas em alumínio pintado. Acabamento fosco. Pés ajustáveis. Instruções de utilização: deve permanecer em solo estável e plano. Limpar com detergente suave e passar com água. Aviso importante: perigo de corte e entalamento durante a instalaçao. Utilização: colectividade. Requer montagem. Fabricado em Italia. Resina reciclável. Produto conforme norma UNI EN 581/1/3.

Ref. 478
CUBE 70



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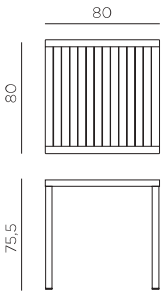
CUBE 80



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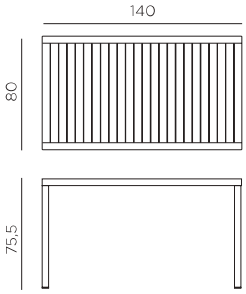
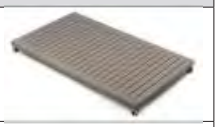
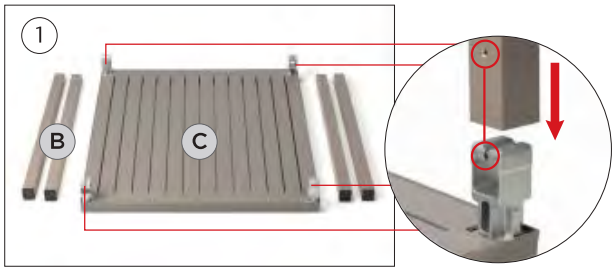
CUBE 140x80

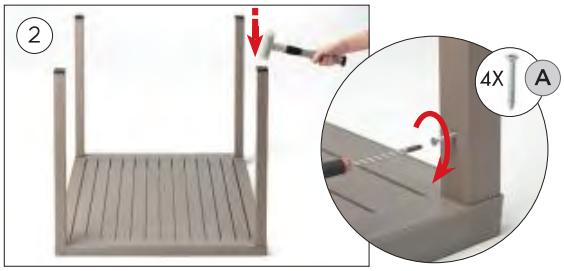


Componenti, components, composants, komponenten, componentes, componentes.

	A	B	C
			
pcs	4	4	1

Assemblaggio, assembly, assemblage, montage, ensamblar, montagem.





For recycling information www.nardioutdoor.com/packaging

IMPORTANTE, CONSERVARE PER FUTURI RIFERIMENTI: LEGGERE ATTENTAMENTE. • IMPORTANT, RETAIN FOR FUTURE REFERENCE: READ CAREFULLY. • IMPORTANT-À CONSERVER POUR DE FUTURS BESOINS DE RÉFÉRENCE: À LIRE SOIGNEUSEMENT. • WICHTIG BITTE AUFMERKSAM DURCHLESEN UND GUT AUFBEWAHREN. • IMPORTANTE GUARDAR PARA FUTURAS CONSULTAS: LEER ATENTAMENTE. • IMPORTANTE CONSERVE PARA FUTURAS REFERÊNCIAS: LEIA ATENTAMENTE.

NARDI s.p.a.
36072 Chiampo (Vi) Italia - Via delle Stangà, 14 - Tel. +39 0444 422 100
www.nardioutdoor.com - info@nardioutdoor.com

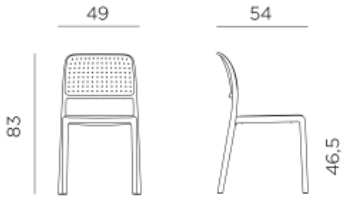
made in italy

NARDI
YOUR OUTDOOR LIVING

BORA BISTROT

design Raffaello Galiotto

Ref. 243



3,7	peso prodotto in kg weight of product in kg
6 0,423 m³	imballo cartonato - pz e volume in m³ carton packing - pcs and volume in cbm
24 pz	pz su pallet pcs on pallet
6 pz	impilabile stackable
CATAS	prodotto testato a norma da Catas product tested by Catas

IT Sedia monoblocco senza braccioli. Materiale: polipropilene fiberglass trattato anti-UV e colorato in massa. Finitura opaca. Dotata di piedini antiscivolo. Resina riciclabile.

EN Monobloc chair without armrest. Material: uniformly colored fiberglass polypropylene resins with UV additives. Matt finish. With non-slip feet. Recyclable resin.

FR Chaise monobloc sans accoudoirs. Matériau: polypropylène fiberglass traité anti-UV et coloré dans la masse. Effet mat. Avec patins anti-dérapants. Résine recyclable.

DE Monoblock Stuhl ohne Armlehne. Material: UV-beständigem fiberglass-Polypropylen, voll durchgefärbt. Matt-Effekt. Mit rutschfesten Fußkappen. Recyclebarer Kunststoff.

ES Silla monobloco sin brazos. Material: polipropileno fiberglass tratado anti-UV y teñido en masa. Efecto mate. Con tapones antideslizantes. Resina reciclable.

PT Cadeira monobloco sem braços. Material: polipropileno fiberglass com tratamento anti-UV colorido na totalidade. Acabamento fosco. Com pés antiderrapantes. Resina reciclável.

BIANCO
40243.00.000.06

ANTRACITE
40243.02.000.06

CAFFÈ
40243.05.000.06

ROSSO
40243.07.000.06

TORTORA
40243.10.000.06

AGAVE
40243.16.000.06

CELESTE
40243.39.000.06

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Instruções de utilização: deve permanecer em solo estável e plano. Limpar com detergente suave e passar com água. Utilização: showroom - sala de espera - bar - cafeteria - restaurante - cantinas - bancos - sala de reunião. Fabricado em Italia. Resina reciclável. Produto conforme norma UNI EN 581/1/2 - UNI EN 16139. Movimente utilizando carro de transporte ou carregue a pilha pelos bracos ou assentos.

IMPORTANTE CONSERVE PARA FUTURAS REFERÊNCIAS: LEIA ATENTAMENTE

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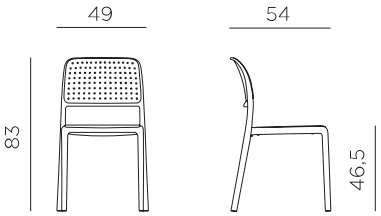
BORA BISTROT

design Raffaello Galiotto

Ref. 243



MAX 6 PZ.

IT Sedia monoblocco senza braccioli. Materiale: polipropilene fiberglass trattato anti-UV e colorato in massa. Impilabile. Finitura opaca. Dotata di piedini antiscivolo. Istruzioni d'uso: posizionare in modo stabile su un suolo piano. Pulire con detergenti non aggressivi e sciacquare con acqua. Tipo di utilizzo: showroom - sale pubbliche - bar - caffetterie - ristoranti - mense - banche - sale riunioni. Prodotto in Italia. Resina riciclabile. Prodotto a norma UNI EN 581/1/2 - UNI EN 16139. Movimentare con carrello portasedie o sollevare la pila per i braccioli/sedie.

IMPORTANTE, CONSERVARE PER FUTURI RIFERIMENTI: LEGGERE ATTENTAMENTE

EN Monobloc chair without armrest. Material: uniformly colored fiberglass polypropylene resins with UV additives. Stackable. Matt finish. With non-slip feet. Instructions for use: place on a flat level area. Wash with mild soap and rinse with water. Typical uses: showrooms - public halls - bars - cafeterias - restaurants - canteens - banks - conference rooms. Made in Italy. Recyclable resin. Product conforms to UNI EN 581/1/2 - UNI EN 16139. Move the chairs with trolley, or lift the chairs from the armrests or seat.

IMPORTANT, RETAIN FOR FUTURE REFERENCE: READ CAREFULLY

FR Chaise monobloc sans accoudoirs. Matériau: polypropylène fiberglass traité anti-UV et coloré dans la masse. Empilable. Effet mat. Avec patins anti-dérapants. Instructions d'utilisation: positionner de manière stable sur un sol plan. Nettoyer le produit avec détergent non agressif et rincer avec de l'eau. Type d'utilisation: showroom - espaces publics - bars - cafés - restaurants - cafétérias - banques - salles de réunion. Fabriqué en Italie. Résine recyclable. Produit conforme à la norme UNI EN 581/1/2 - UNI EN 16139. Déplacer les chaises avec un chariot porte-chaises ou les soulever par les accoudoirs ou le siège.

IMPORTANT-À CONSERVER POUR DE FUTURS BESOINS DE RÉFÉRENCE: À LIRE SOIGNEUSEMENT

DE Monoblock Stuhl ohne Armlehne. Material: UV-beständigem fiberglass-Polypropylen, voll durchgefärbt. Stapelbar. Matt-Effekt. Mit rutschfesten Fußkappen. Gebrauchseinleitung: Einsatz auf ebenem Untergrund. Reinigung mit neutralem Reinigungsmittel und mit Wasser nachspülen. Der Stuhl ist geeignet für: Ausstellungsräume - öffentliche Bereiche - Bars - Cafés - Restaurants - Kantinen - Banken - Konferenzräume. Hergestellt in Italien. Recyclebarer Kunststoff. Produkt entspricht der norm UNI EN 581/1/2 - UNI EN 16139. Die Stühle mit einem Stuhlkarren transportieren, oder heben Sie den Stapel an den Armlehnen oder dem Sitz an.

WICHTIG BITTE AUFMERKSAM DURCHLESEN UND GUT AUFBEWAHREN

ES Silla monobloco sin brazos. Material: polipropileno fiberglass tratado anti-UV y teñido en masa. Apilable. Efecto mate. Con tapones antideslizantes. Instrucciones de uso: colocar en una superficie plana y estable. Limpiar el producto con detergente suave, aclarandolo posteriormente con agua. Tipo de uso: showroom - salas públicas - bar - cafeterias - restaurantes - bodegas - bancos - salas de conferencia. Fabricado en Italia. Resina reciclable. Fabricado según normativa UNI EN 581/1/2 - UNI EN 16139. Mover con carretilla para sillas o levantar la pila por los brazos/asiento.

IMPORTANTE GUARDAR PARA FUTURAS CONSULTAS: LEER ATENTAMENTE

PT Cadeira monobloco sem braços. Material: polipropileno fiberglass com tratamento anti-UV colorido na totalidade. Empilhável. Acabamento fosco. Com pés antiderrapantes.

Chair Clein welcomed MacKinzie Clein, one of the Board's two new student representatives, and reviewed the meeting's procedures.

03-51-22

D. Review Of The Agenda

03-52-22

E. Unfinished Business

None.

03-53-22

F. Rezoning Applications

None.

03-54-22

G. Community Impact Studies

None.

03-55-22

H. Special Land Use Permits

1. **100 Townsend – Townsend Hotel/Rugby Grille – Request for new outdoor dining platform (Postponed from January 26, 2022)**

CP Blizinski presented the item.

In reply to Mr. Share, CP Blizinski explained the Fire Marshal shared no concerns with the plans as presented. The Fire Marshal had expressed that he had written his comments to pre-empt potential issues in the future.

PD Dupuis noted that all City Departments review outdoor dining requests every year, and that the City would be entitled to take remedial action if an establishment were to run afoul of its agreement with the City.

John Gardner, architect, and Steven Kalczynski, Managing Director of the Townsend Hotel (the Townsend), were present on behalf of the item.

In reply to Mr. Share, Mr. Kalczynski stated he did not anticipate that the proposed outdoor dining would impede traffic outside the Townsend. He noted that the Townsend had a structure outside during Covid-19 and that no traffic issues arose during that period.

Chair Clein noted that since the outdoor dining would be located within public parking spaces it should not impact the queuing area in front of the Townsend.

Mr. Share said he was concerned that the outdoor dining deck would be off-set relative to the outdoor dining that is adjacent to the building, and that a five foot clear path may not be wide

APPROVED

enough in a case when there is outdoor dining on both sides of the path. He also expressed some concern about the covering being proposed for the deck.

Chair Clein noted that in addition to the five foot clear path, the Townsend would not be occupying two to three feet of a 'furniture zone' which adds to the available width in this case. He said that fact and the fact that the two outdoor dining areas are staggered made him less concerned about feeling infringed upon as a pedestrian passing through the area.

Mr. Gardner confirmed that the deck would be strictly within the width of the two parking spaces.

Mr. Jeffares noted that presently the two parking spaces in question can already be occupied by vehicles, and that the proposed condition would be no different from the present condition in its effect on the clear path.

Ms. Whipple-Boyce offered praise for the proposal.

Mr. Share and Ms. Whipple-Boyce members noted some ongoing concern about approving outdoor dining requests when the Board has not yet completed its recommended outdoor dining ordinance revisions.

Chair Clein reminded the Board that this outdoor dining proposal was submitted within the context of the current ordinance, and that the Board must make its recommendations within the current ordinance until the outdoor dining ordinance revisions are approved and implemented by the Commission.

Messrs. Williams and Koseck affirmed Chair Clein's statement.

Chair Clein also noted that outdoor dining proposals do not represent an approval in perpetuity should issues arise.

Chair Clein informed the applicants that the City was reminded in a letter from the Department of Justice of its obligations to adhere to the Americans with Disabilities Act (ADA). He said that the applicant should speak with the Building Department to ensure that all aspects of the outdoor dining proposal comply with ADA regulations.

Chair Clein expressed concern regarding the use of non-recycled, non-recyclable plastic for outdoor dining furniture within the broader context of climate change. He said he would not hold up the application on that basis but did question why more sustainable materials could not be used for outdoor dining in 2022.

Mr. Gardner stated the literature indicates that the outdoor dining furniture would be fully recyclable.

Motion by Mr. Jeffares
Seconded by Ms. Whipple-Boyce to recommend approval to the City Commission the Special Land Use Permit application for 100 Townsend St. – Rugby Grille – subject to the following conditions:

APPROVED

1. The applicant should submit revised plans that clarify the width of the metal awning frame will not be greater than the width of the deck (6'6"); and,
2. The applicant must comply with the requests of all City Departments.

Mr. Share said he would support this motion but not a motion for approval of the final site plan and design review motion for 100 Townsend. He clarified that he felt the cover for the deck would not be consistent with the adjacent uses of land and would be damaging to the surrounding neighborhood. He said he would vote to approve the SLUP because even with his reservations about the cover the proposal is still an appropriate land use.

Motion carried, 7-0.

ROLL CALL VOTE
Yeas: Share, Jeffares, Williams, Whipple-Boyce, Koseck, Ramin, Clein
Nays: None

03-56-22

I. Site Plan & Design Reviews

1. **100 Townsend – Townsend Hotel/Rugby Grille – Request for new outdoor dining platform (Postponed from January 26, 2022)**

Discussion occurred during Item H1.

Motion by Mr. Jeffares
Seconded by Ms. Whipple-Boyce to recommend approval to the City Commission the Special Land Use Permit application for 100 Townsend St. – Rugby Grille – subject to the following conditions:
1. The applicant should submit revised plans that clarify the width of the metal awning frame will not be greater than the width of the deck (6'6"); and,
2. The applicant must comply with the requests of all City Departments.

Motion carried, 6-1.

ROLL CALL VOTE
Yeas: Jeffares, Williams, Whipple-Boyce, Koseck, Ramin, Clein
Nays: Share

2. **159 N. Eton – Request for building and site improvements (POSTPONE)**

PD Dupuis stated that a final site plan would not likely be required for this item so no motion was made to postpone.

APPROVED

Historic District Commission Docs.

MEMORANDUM

Planning Division

DATE: **February 2, 2022**

TO: **Historic District Commission**

FROM: **Leah Blizinski, City Planner**

APPROVED: **Nicholas Dupuis, Planning Director**

SUBJECT: **100 Townsend – Rugby Grille Outdoor Dining – Design Review**

Zoning: B-4 (Business-Residential) & D-4 (Downtown Overlay)

Existing Use: Restaurant

Introductions

The applicant operates a restaurant inside the Townsend Hotel under an existing Special Land Use Permit (SLUP). In February 2012, a Final Site plan was approved for Outdoor Dining along the Townsend Street frontage in the restaurants façade, partially on public and partially on private property.

The subject site is located, on the North side of Townsend St., West of Pierce St., it is a restaurant space located within the Townsend Hotel. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The applicant, Rugby Grille, is an existing SLUP with an existing outdoor café on public/private property and is proposing to expand the outdoor café by adding an additional outdoor dining platform in the Townsend right of way. An outdoor café is permitted in the B-4 Zoning District per Article 2.37 (C) (d). The proposed café meets the overall goals of the 2016 Plan, which is to create a more pedestrian-friendly environment.

Proposal

The applicant has submitted a Special Land Use Permit and Final Site Plan/Design Review application for the expanded outdoor dining. The applicant is proposing to continue their existing 16-seat outdoor dining deck which is partially on private and partially on public property. The existing deck is located on approximately 27.8′ x 4.5′ (125.1 s.f.) of public property and 27.8′ X 5.5′ (152.9 s.f.) of private property. The applicant is proposing to add a second 16-seat, 6.5′ X 50′ (325 s.f.) outdoor dining platform in the street right of way (which encompasses one 9′ X 20′ parallel parking space). A 5′ clear sidewalk path will separate the existing outdoor dining section from the proposed new in-street outdoor dining section.

The applicant proposes to install a 50′ X 6.5′ Trex composite platform on-street that will take the place of one on-street parking space and will be adjacent to 4 remaining on-street parking spaces on the North side of Townsend St. The deck will be enclosed by 3′ tall primed and powder coat paint finished steel railings with brass steel tube rails on top to match the existing on the frontage outdoor dining area. An 8′6″ aluminum framework with Sunbrella Canvas fabric in a "Charcoal Gray" color will partially cover the deck with infrared hearters and mini spot lights mounted on the underside of the awning. Aluminum "box" planters are proposed at each end of the deck and in between dining tables.

The applicant is not proposing any changes to the building, façade, streetscape, or existing approved outdoor dining area. For the purposes of this Special Land Use Permit, Final Site Plan and Design Review application for expanded outdoor dining at the Rugby Grille, the Planning Division will consider only the design of the proposed outdoor dining sections.

The changes specific to the proposed new outdoor dining are simple and involve a new deck platform, awning, planters, service station and tables and chairs. A complete list of all of the new proposed materials is as follows:

Material	Location	Color
Fiberglass Resin Chairs	On-street outdoor dining chairs	
Aluminum, Resin and Polypropylene	On-street outdoor dining tables	
Steel and Aluminum	Planter boxes	
Trex Composite	On-street deck	
Power Coated Steel	Platform railings	
Artemide Mini Spot Lights	Under awning on-street	
DGS Series Electric Infrared Heater	Under awning on-street	
Sunbrella Canvas, Aluminum Frame	Awning on-street	

Planning & Zoning

The proposed project will be required to go before the Planning Board for a Final Site Plan and Design Review in which the planning and zoning issues will be discussed in detail. For this reason, the Planning Division will not be including a review of planning and zoning issues in this report, and will instead focus on a review of the Secretary of the Interior Standards for Rehabilitation and Chapter 10 of the Birmingham Code of Ordinances.

Signage

There are no new signs proposed as a part of the Design Review application submitted.

Design Review Standards and Guidelines

Article 7, Section 7.09 pf the Zoning Ordinance states that the Historic District Commission shall review all documents submitted pursuant to this section and shall determine the following:

1. All of the materials required by this section have been submitted for review.
2. All provisions of this Zoning Ordinance have been complied with.
3. The appearance, color, texture and materials being used will preserve property values in the immediate neighborhood and will not adversely affect any property values.
4. The appearance of the building exterior will not detract from the general harmony of and is compatible with other buildings already existing in the immediate neighborhood.
5. The appearance of the building exterior will not be garish or otherwise offensive to the sense of sight.
6. The appearance of the building exterior will tend to minimize or prevent discordant and unsightly properties in the City.
7. The total design, including but not limited to colors and materials of all walls, screens, towers, openings, windows, lighting and signs, as well as treatment to be utilized in concealing any exposed mechanical and electrical equipment, is compatible with the intent of the urban design plan or such future modifications of that plan as may be approved by the City Commission.

Recommendation

Based on the review above, the Planning Division recommends that the Historic District Commission **APPROVE** the Design Review application for 100 Townsend St. – Rugby Grille – subject to the following condition:

1. The applicant obtain full approval from the City Commission prior to installation.

Wording for Motions

I move that the Commission **APPROVE** the Design Review application for 100 Townsend St. – Rugby Grille – with the following condition:

1. The applicant obtain full approval from the City Commission prior to installation.

OR

I move that the Commission **POSTPONE** the Design Review application for 100 Townsend St. – Rugby Grille – pending receipt of the following:

1. _____
2. _____
3. _____

OR

I move that the Commission **DENY** the Design Review application 100 Townsend St. – Ruby Grille – for the following reasons:

1. _____
2. _____
3. _____

Luckenbach|Ziegelman|Gardner Architects PLLC

Townsend Hotel - Rugby Grill
HDC & SLUP Review
100 Townsend St., Birmingham, Michigan

Architect's Project Number -018-2021

Exterior Perspective

Zoning Information
Building Area / Building Criteria

Zoning
- Zoning = B4
- Downtown Overlay District = D4
- Part of Downtown Birmingham Parking Assessment District
- Shain Park Historic District

Legal Description:
See Site Plan - Sheet S-1

HDC AND SLUP REVIEW

Sheet Schedule
ARCHITECTURAL

●	SD 1.00	TITLE, SHEET SCHEDULE, AND ZONING INFORMATION
●	S.1	SURVEY
●	SD 1.01	SITE PLAN, LOCATION, AND SITE INFORMATION
●	SD 1.02	GROUND FLOOR PLAN + TECHNICAL DETAILS
●	SD 1.03	ELEVATIONS
●	SD 1.04	FURNITURE FIXTURES / PLANTS AND PLANTER DETAILS

HISTORIC DISTRICT COMMISSION & SPECIAL LAND USE PLANNING REVIEW

L|Z|G
Architects

Luckenbach|Ziegelman|Gardner
A r c h i t e c t s

555 S. Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch1@sbcglobal.net

tele:
248.642.3990

issue	date
OWNER REVIEW	December 21, 2021

sheet title:
Title Sheet,
Sheet Schedule

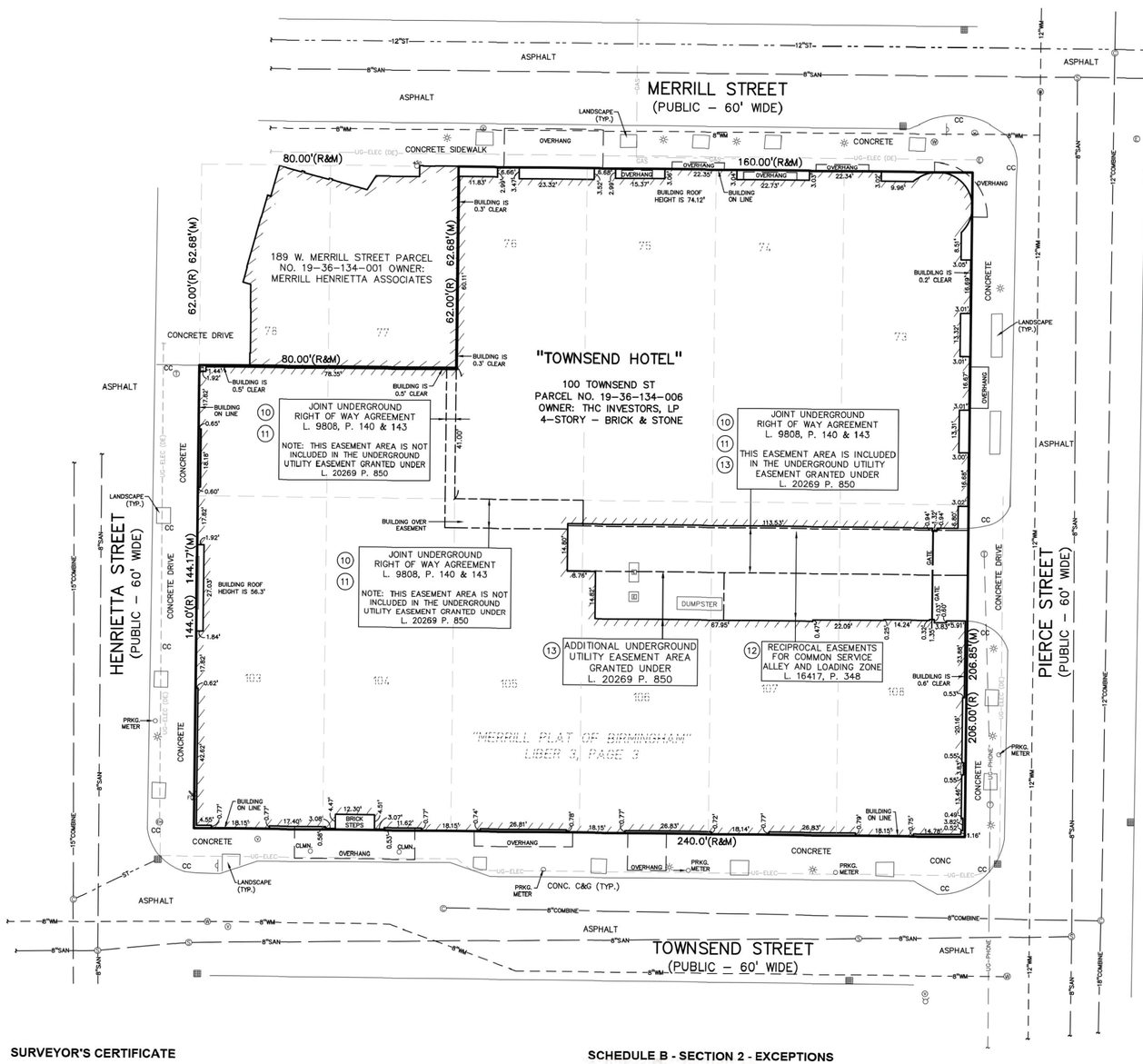
project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

project number:
018-2021

sheet number:
SD-1.00



SURVEYOR'S CERTIFICATE

To THC Investors Limited Partnership, a Michigan limited partnership, Morgan Stanley Bank, N.A., a national banking association, and its successors and assigns, Title Source, Inc., First American 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 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 16, 17, 18, 19 and 20 of Table A thereof. The fieldwork was completed on August 1, 2017.

Date of Plat or Map:_____

Todd D. Shelly, P.S.
Michigan Professional Surveyor No. 41111
Agent for Professional Engineering Associates, Inc.

STATE OF MICHIGAN
TODD D. SHELLY
PROFESSIONAL SURVEYOR
NO. 41111
LICENSED PROFESSIONAL SURVEYOR

SCHEDULE B - SECTION 2 - EXCEPTIONS

Per Title Source, Inc. File Number: 63483809; Effective Date: July 5, 2017

Items 1, 2, 3, 4, 5, 6, 7, 8, and 16 are not plottable survey items

Item 14 was removed from the survey at the request of legal counsel

9. Terms and conditions contained in Resolution recorded July 2, 1984 in Liber 8715, Page 137.
[SURVEYOR'S COMMENTS: IS NOT A PLOTTABLE SURVEY ITEM; HOWEVER, THE SUBJECT PROPERTY IN INCLUDED IN THE LANDS DESCRIBED THEREIN.]

10 Joint Underground Right of Way Agreement granted to Consumers Power Company and The Detroit Edison Company recorded March 13, 1987 in Liber 9808, Page 140.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP.]

11 Joint Underground Right of Way Agreement granted to Consumers Power Company and The Detroit Edison Company recorded March 13, 1987 in Liber 9808, Page 143.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP.]

12 Declaration of Reciprocal Easements For Common Service Alley and Loading Zone recorded July 9, 1996 in Liber 16417, Page 348.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP; HOWEVER, IT SHOULD BE NOTED THAT THIS AREA IS NO LONGER UNDER SEPARATE OWNERSHIP.]

13 Detroit Edison Underground Easement (Right of Way), recorded July 15, 1999 in Liber 20269, Page 850.
[SURVEYOR'S COMMENTS: AFFECTS THE SUBJECT PARCEL AS PLOTTED AND SHOWN ON THE SURVEY MAP.]

15. Notice of Commencement recorded August 25, 2016 in Liber 49740, Page 298.
[SURVEYOR'S COMMENTS: IS NOT A PLOTTABLE SURVEY ITEM; HOWEVER, THE SUBJECT PROPERTY IN INCLUDED IN THE LANDS DESCRIBED THEREIN.]

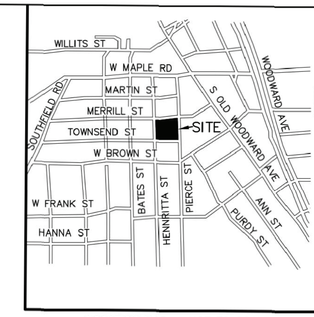
LEGEND

IRON FOUND
IRON SET
NAIL FOUND
NAIL & CAP SET
BRASS PLUG SET
MONUMENT FOUND
MONUMENT SET
SEC. CORNER FOUND
R RECORDED
M MEASURED
C CALCULATED

EXISTING

ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
UNDERGROUND CABLE TV, CATV PEDESTAL
TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
GAS MAIN, VALVE & GAS LINE MARKER
WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
SANITARY SEWER, CLEANOUT & MANHOLE
STORM SEWER, CLEANOUT & MANHOLE
COMBINED SEWER & MANHOLE
SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
POST INDICATOR VALVE
WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
UNIDENTIFIED STRUCTURE
816.06 SPOT ELEVATION
670 CONTOUR LINE
FENCE
GUARD RAIL
STREET LIGHT
SIGN
CONC. CONCRETE
ASPH. ASPHALT
GRAVEL GRAVEL SHOULDER
WETLAND

N



LOCATION MAP – NOT TO SCALE

GRAPHIC SCALE

–20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SCHEDULE A - PROPERTY DESCRIPTION

Per Title Source, Inc. File Number: 63483809; Effective Date: July 5, 2017

Tax Id Number(s): 19-36-134-006

Land situated in the City of Birmingham in the County of Oakland in the State of MI

PARCEL 1:
The Southerly 41 feet of Lots 77 and 78, all of Lots 103 and 104, all of Lot 105, except the Easterly 5 feet of the Northerly 21.5 feet of Lot 105 and all of Lots 106 through 108, inclusive except the Northerly 21.5 feet of MERILL'S PLAT OF BIRMINGHAM, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records.

EASEMENT PARCEL FOR THE BENEFIT OF PARCEL 1:
A non-exclusive easement for off-street loading and maintenance described as: Part of Lots 105 through 108, inclusive of MERRILL'S PLAT OF BIRMINGHAM, Section 36, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records, described as Commencing at the Southeast corner of Lot 108; thence along the West right of way line of Pierce Street North, 81.50 feet to the point of beginning; thence South 89 degrees 38 minutes 35 seconds West 124.79 feet; thence North 00 degrees 21 minutes 25 seconds West, 12.90 feet; thence North 89 degrees 38 minutes 35 seconds East, 124.87 feet; thence South 12.90 feet to the point of beginning.

PARCEL 2:
Lots 73 through 75 inclusive, East 5 feet of Lot 76, East 5 feet of the North 21.50 feet of Lot 105 and North 21.50 feet of Lots 106 through 108 inclusive, MERRILL'S PLAT OF BIRMINGHAM, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records.

PARCEL 3:
The West 35 feet of Lot 76 of MERRILL'S PLAT OF BIRMINGHAM, according to the plat thereof recorded in Liber 3 of Plats, Page 3, Oakland County Records.

Client Reference: 100 Townsend St, Birmingham, MI 48009-6068

SURVEYOR'S NOTES

Table A Items

2. The subject property is identified as 100 Townsend St., Birmingham, MI 48009-6068, Tax Identification No.: 19-36-134-006

3. By graphical plotting, site is within "ZONE X" (Areas determined to be outside of the 0.2% annual chance of floodplain) per Flood Insurance Rate Map Number 26125C0537F, Effective Date September 29, 2006. The referenced map is the current map for the community in which the property is located.

4. The subject property covers approximate 44,629.6 sq. ft. or 1.02 acres

6. (a) Zoning information was provided to the surveyor by the client's representative on August 16, 2017.

Zoning Classification: "B-4" Business-Residential District
Minimum Lot Size: None Required
Maximum Height: 60-feet and 5-stories for Residential and Multiple Family; 4-stories and 48-feet for all other buildings
Minimum Setbacks:
Front Setback: 0-feet
Side Setback: 0-feet for Commercial, Office or Parking stories; 10-feet for Residential stories if containing windows and abutting a street
Rear Setback: 10-feet if abutting P, B1, B2, B2B, B2C, B3, B4, O1 or O2; 20-feet if abutting Residential
Parking:
Hotel: 1 Parking Space per Rental Unit plus 1 Parking Space per 25 Units plus Space required for Restaurants, Bars, Assembly Room and Affiliated Facilities
Restaurant: 1 Parking Space per 75 Square Feet of Floor Area (Table A)
Assembly Area: 1 Parking Space per 6 Seats (Table A)

(b) Applicable zoning information is shown on the survey map

7. (a) Exterior building dimensions are shown on the survey map
(b)(1) The area of the existing building is 40226.4 sq. ft., as determined from exterior building dimensions
(c) The build height is shown on the survey map where measured

8. Substantial features observed in the process of conducting the fieldwork are shown on the survey map and are depicted as observed

9. Pavement striping for parking is shown on the survey map and depicted as observed.

Regular parking spaces	50
Barrier Free parking spaces	0
Total parking spaces	50

10. (a) There are no division or party walls associated with the subject property.

11. The location of utilities existing on and serving the subject property are shown on the survey map and depicted as observed and as noted in plans obtained from utility companies

13. Names of adjoining land owners are shown and noted on the survey map

16. No visible evidence of recent earth moving work, building construction, or building additions were observed in the process of conducting the survey

17. No recent street or sidewalk construction or repairs were observed in the process of conducting the survey

18. No field delineation of wetlands was observed in the process of conducting the fieldwork. No wetland delineation information was provided by the client

19. Offsite easements or servitudes disclosed in documents provided or obtained are shown on the survey map

S.1

No.	BY	CHK	DESCRIPTION	DATE

REVISIONS

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE NOT WARRANTED TO BE ANY GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

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CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION WORKERS WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

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Know what's below Call before you dig
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1-800-482-7171 www.missdig.net

PEA, Inc.
7927 Nemco Way, Ste 115
Brighton, MI 48116
t: 517.546.8593
f: 517.546.8973
www.peainc.com

THC INVESTORS LIMITED PARTNERSHIP

ALTA/NSPS LAND TITLE SURVEY
TOWNSEND HOTEL
PART OF THE NW 1/4 OF SECTION 36, T. 02N., R. 10E.
CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

DES.	DN.	LP	SUR.	JW	P.M.	TDS
XXX						

S:\PROJECTS\2017\2017-252 TOWNSEND HOTEL - TDS\SURVEY - DEPT\17-252BND(ORD)2017-252 ALTA.dwg

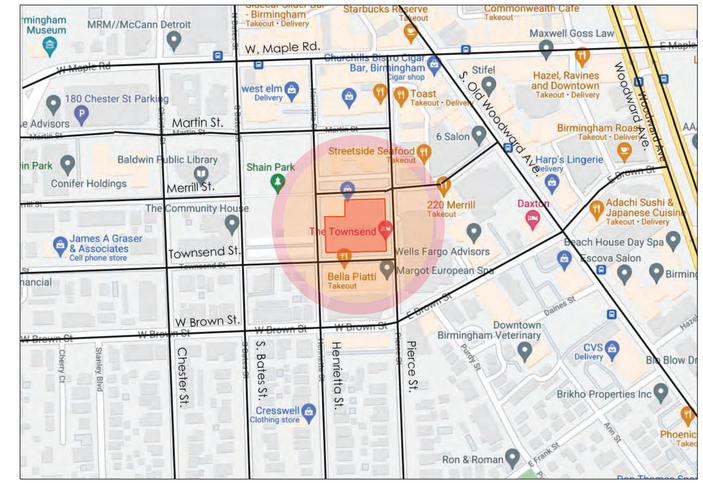
ORIGINAL ISSUE DATE:
AUGUST 17, 2017

PEA JOB NO. 2017-252

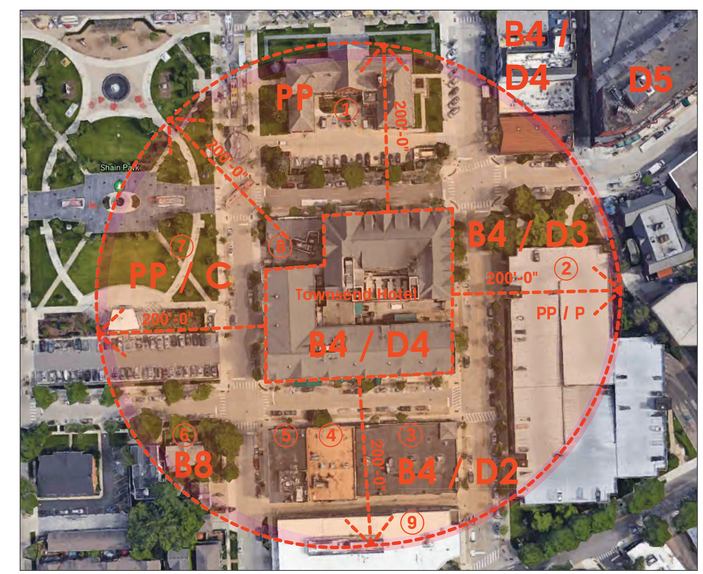
SCALE: 1" = 20'

DRAWING NUMBER:
1 of 1

Site Plan
1/16" = 1'-0"



Location Map
NTS



Adjacent Properties
~200'-0" From The Location
Scale: 0' 50' 100' 200'

KEY
1. Municipal Building / City Hall
2. Birmingham Parking
3. Margot European Spa
4. Bella Piatti Resturant
5. Antonino Salon & Spa
6. Residence
7. Shain Park
8. Chief Financial Credit Union
9. JP Morgan Private Bank

HDC - SLUP REVIEW

L|Z|G Architects
Luckenbach|Ziegelman|Gardner Architects
555 S. Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009
email:
gardner-arch1@sbcglobal.net
tele:
248.642.3990

issue	date
OWNER REVIEW	December 21, 2021
HDC /SLUP REVIEW	January 28,2022

sheet title:
Site Plan, Location Map, & Site Info

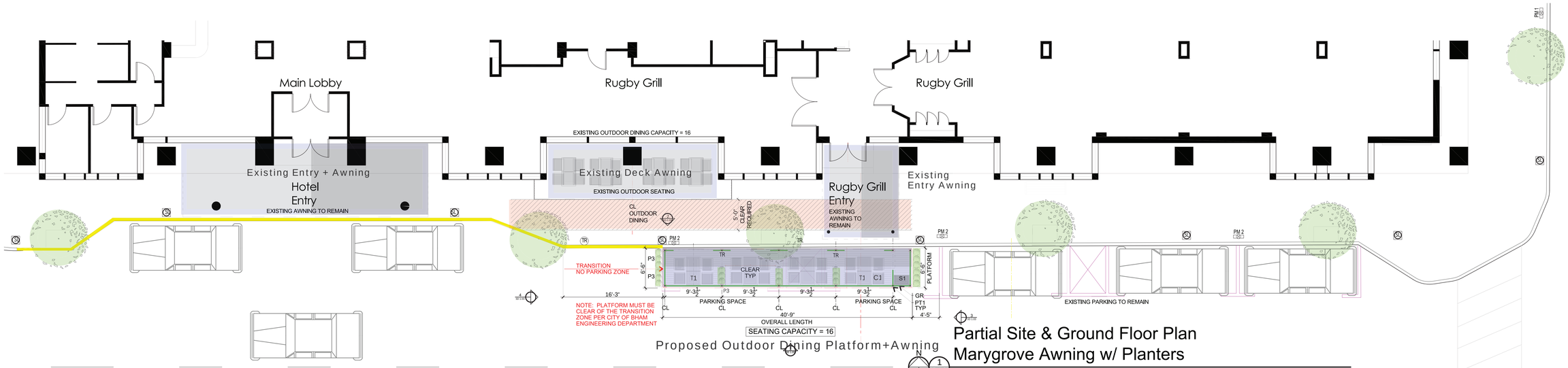
project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

project number:
018-2021

sheet number:
SD-1.01

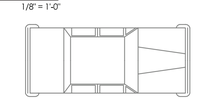


Partial Site & Ground Floor Plan
Marygrove Awning w/ Planters

ANY Combo 2+4 TOPS

Flexible to max @ 4x4 Tops = Capacity = 16

1/8" = 1'-0"



Key

- P3 12"X12"X36" L Planter
- P4 12"X12"X48" L Planter
  PLANTER LATTICE FOR PLANT CLIMBING. 36" HIGH ARBOR AT MIDDLE OF PLANTER TO HELP DEFINE THE DINING AREA AND PROVIDE PRIVACY
- S1 24" X 30" Service Station
- C1 CHAIR TYPE 1
- T1 TABLE TYPE 1 28" X 28" X 29.5" H
- TR TRASH RECEPTICAL
- GR GUARD RAIL = 36" HIGH MAX STEEL RAIL - DESIGN TO MATCH EXISTING
- PT1 2X2 ALUM POST FOR AWNING STRUCTURE
- PM2 EXISTING PARKING METER
- SL EXISTING STREET LAMP

MAKE SHADE

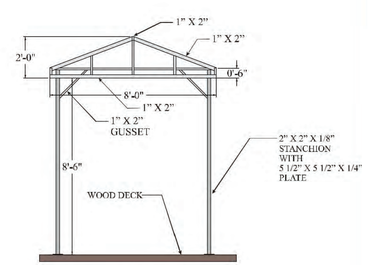
EXCEPTIONAL

10 YEAR LIMITED WARRANTY

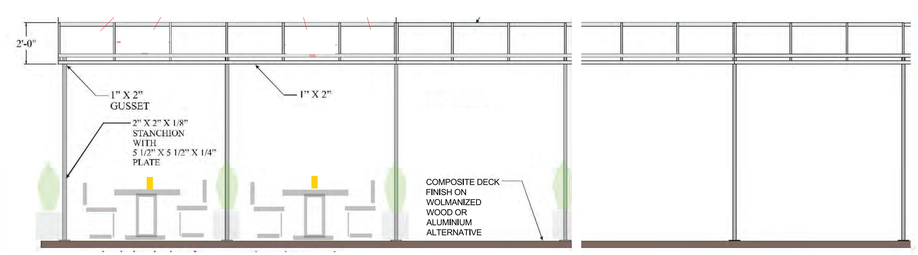
Solids

Rugby Grill Selection

sunbrella

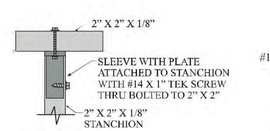


FRONT ELEVATION

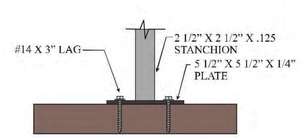


SIDE ELEVATION

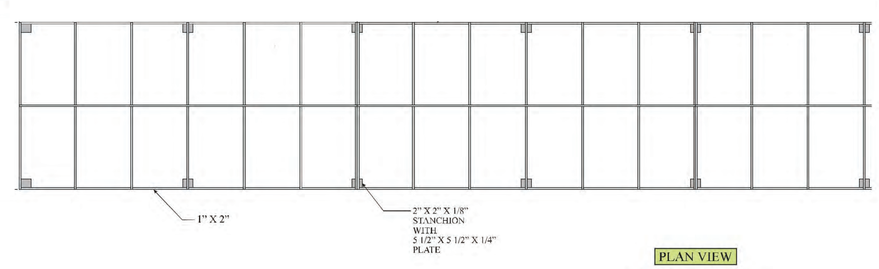
AWNING IS FREE STANDING
FABRIC COVERING IS SEASONAL



STANCHION TO
AWNING ATTACHMENT
DETAIL



STANCHION TO
WOOD DECK
ATTACHMENT DETAIL



PLAN VIEW

AWNING IS FREE STANDING
FABRIC COVERING IS SEASONAL

Marygrove AWNINGS

DALE BACHE
TOWNSEND HOTEL
100 TOWNSEND STREET
BIRMINGHAM, MI 48009
10/20/2021

NOTES:
ALL FRAMING ALUMINUM
1" X 1" X .093 UNLESS NOTED

FRAMES: MILL FINISH
FABRIC: SUNBRELLA CHARCOAL GREY 6044

seal:

L|Z|G
Architects

Luckenbach|Ziegelman|Gardner
A r c h i t e c t s

555 S. Old Woodward Ave, Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch1@sbcglobal.net

tele:
248.642.3990

issue	date
OWNER REVIEW	December 21, 2021
HDC / SLUP	Jan 28, 2022

sheet title:

Partial Site Plan
Technical Details

project:

THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:

100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

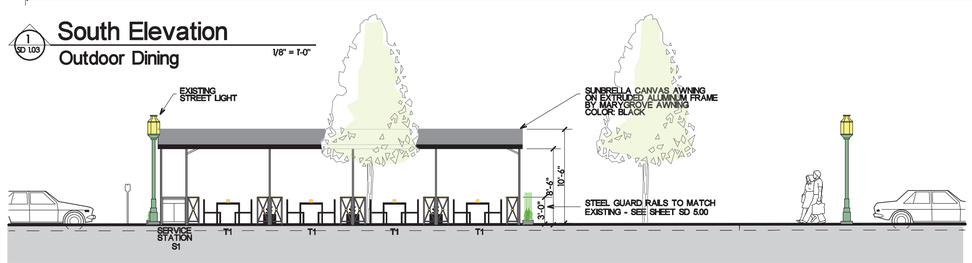
project number:
018-2021

sheet number:
SD-1.02

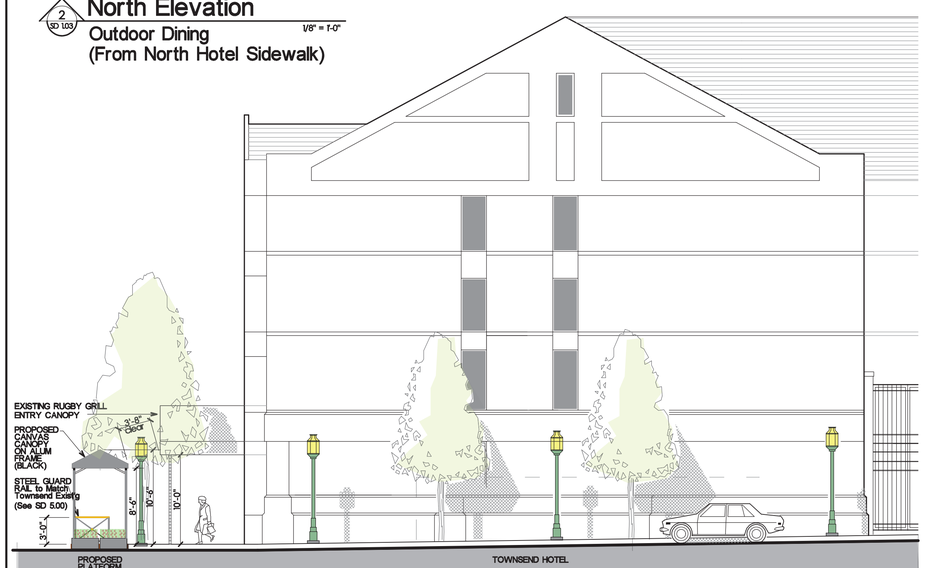
Key

P3	12"X12"X36" L Planter
P4	12"X12"X48" L Planter
	PLANTER LATTICE FOR PLANT CLIMBING. 36" HIGH ARBOR AT MIDDLE OF PLANTER TO HELP DEFINE THE DINING AREA AND PROVIDE PRIVACY
S1	24" X 30" Service Station
T1	TABLE TYPE 1 28" X 28" X 29.5" H
GR	GUARD RAIL = 36" HIGH MIN STEEL RAIL - DESIGN TO MATCH EXISTING
PT1	2X2 ALUM POST FOR AWNING STRUCTURE
PM	EXISTING PARKING METER
SL	EXISTING STREET LAMP

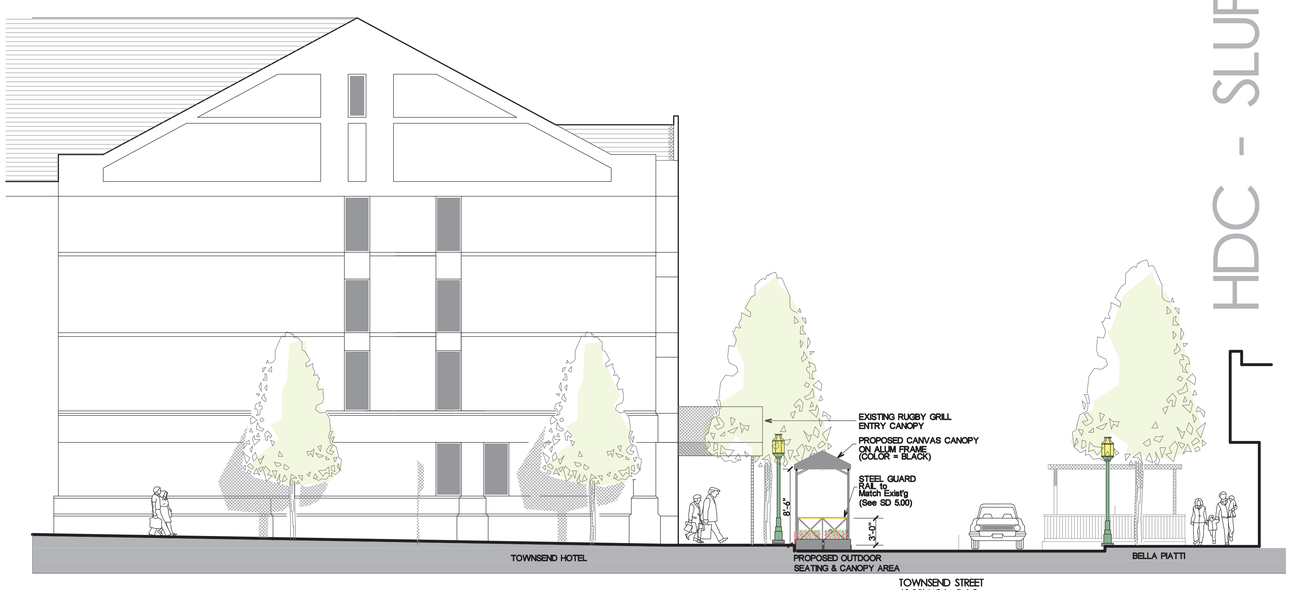
1 SD 1.03 **South Elevation**
Outdoor Dining 1/8" = 1'-0"



2 SD 1.03 **North Elevation**
Outdoor Dining 1/8" = 1'-0"
(From North Hotel Sidewalk)



3 SD 1.04 **Partial East Elevation**
Outdoor Dining 1/8" = 1'-0"



4 SD 1.03 **Partial West Elevation**
Outdoor Dining in Context / Looking East 1/8" = 1'-0"

HDC - SLUP REVIEW

seal:

L|Z|G Architects
Luckenbach|Ziegelman|Gardner Architects
555 S. Old Woodward Ave. Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch1@sbcglobal.net

tele:
248.642.3990

issue	date
HDC/SLUP REVIEW	JANUARY 28.2021

sheet title:
Elevations

project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

project number:
018-2021

sheet number:
SD-1.03

01/28/2022 -- 10:54 AM -- Scale 1 : 96

BISTRO FURNITURE

SKU: 4785202000

Nardi 4785202000 Anthracite Cube 70 Table

T1 Table type 1

Description

Cube is a solid, minimalist professional table made out of resin with a DurelTop square surface. It is an innovative new system in the production of tabletops developed to reach the highest levels of practicality, resistance, and elegance. It also features an aluminum structure that confers solidity and sturdiness. Square-base legs in lacquered aluminum.

Features:

- Stackable table 70x70 cm.
- DurelTOP in polypropylene with UV additives and uniformly colored.
- Legs in coated aluminum.
- Matte finish.
- Adjustable height feet.
- Recyclable resin.

Specifications

Width:	27.6 in.
Height:	29.5 in.
Depth:	27.6 in.
Color:	Black
Stackable:	Yes

Table height = 29.5"

SKU: 4024302000

Nardi 4024302000 Anthracite Bora Bistrot Chair

Description

Lightweight and cool, Bora is a chair without armrests in fiberglass resin, with a continuous tubular structure and rounded profile. The seat and back form a single piece, with shapes that complement the soft fabric padding.

Features:

- Monobloc chair without armrest.
- Uniformly colored fiberglass polypropylene resins with UV additives.
- Matte Finish
- With non-slip feet.
- Recyclable Resin

Specifications

Width:	23 in.
Height:	33.9 in.
Depth:	21.7 in.
Color:	Black
With Arms:	No
With Back:	Yes
Stackable:	Yes
Shipping Weight:	12.50 pounds

C1

LIGHTING

Battery Powered Table Lamp
LED 2W
Dim = 8" ht x 4" x 4"

PLANTER BOX VEGETATION

Mandevilla Climbing Vine Annual

Verbenum

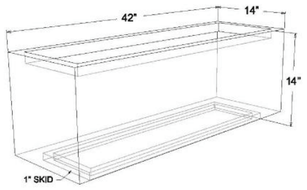
ZZZ Plant

PLANTER BOX

Planter Box

Low Rectangular Planter - Medium

42"L X 14"W X 14"H
Weight - Steel : 63 lbs. Aluminum : 27 lbs.
Capacity : 4.25 cubic feet



YARDART
uniquegardendecor.com
(866) 382-8600

GUARD RAIL

RUGBY GRILL EXIST'G RAIL

RECEPTACLE

HDC & SLUP REVIEW

seal:

L|Z|G Architects
Luckenbach|Ziegelman|Gardner Architects
555 S. Old Woodward Ave, Suite 27L
Birmingham, Michigan 48009

email:
gardner-archl@sbcglobal.net

tele:
248.642.3990

issue	date
OWNER REVIEW	NOV 15, 2021
HDC REVIEW	
PLANNING SLUP REVIEW	DEC 20, 2021
	JAN 28, 2022

sheet title:
FFE: FURNITURE, FIXTURES, PLANTS & PLANTERS

project:
THE TOWNSEND HOTEL
Rugby Grill
Exterior Dining

project address:
100 Townsend Street
Birmingham, Michigan

designed
drawn JG
coordination checked
checked approved

project number:
018-2021

sheet number:
SD 5.00

City of Birmingham
A Walkable Community

Design Review Application
Planning Division

Form will not be processed until it is completely filled out

1. Applicant
Name: THC INVESTORS LIMITED PARTNERSHIP
Address: 100 TOWNSEND STREET
BIRMINGHAM, MICHIGAN
Phone Number: 248 642 7900
Email address: sroth@townsendhotel.com

2. Property Owner
Name: Same
Address:
Phone Number:
Email address:

3. Project Contact Person
Name: Steve Roth
Address: Same as above
Phone Number: 248 642 7900
Email address:

4. Project Designer/Developer
Name: John H. Gardner, AIA / Luckenbach|Ziegelman|
Address: 555 S.Old Woodward
Birmingham, MI 48009
Phone Number: 248 642 3990
Email address: gardner-arch1@sbcglobal.net

5. Required Attachments

I. Two (2) paper copies and one (1) digital copy of all project plans including:
   i. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
   ii. Colored elevation drawings for each building elevation;
   iii. A Landscape Plan (if applicable);
   iv. A Photometric Plan (if applicable);

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.

6. Project Information
Address/Location of the property: 100 Townsend
Name of development: Townsend Hotel
Sidwell #: 19-38-134-008
Current Use: Hotel
Proposed Use:
Area of Site in Acres: 1.02
Current zoning: B-4

	Yes	No
Is the property located in a floodplain? ----------	☐	☑
Is the property within a Historic District? --------	☑	☐
→ If so, which?		
Will the project require a variance? ----------	☐	☑
→ If so, how many?		
Has the project been reviewed by another board?	☐	☑
→ If so, which?		

7. Details of the Proposed Development (attach separate sheet if necessary)
Proposed Exterior Dining Platform w/ Canvas Awning on aluminum frame.
See attached Plans

8. Required and Proposed Parking

Required number of parking spaces: NA
Proposed number of parking spaces: NA
Location of parking on site: NA
Location of parking off site: Street and Parking Structure
Shared parking agreement? _____
Size of surface parking lot: NA

Number of underground parking levels: NA
Typical size of parking spaces: _____
Typical width of maneuvering lanes: _____
Number of handicap spaces: _____
Screenwall material: _____
Height of screenwall: _____

9. Landscaping

Location of landscape areas: NA

Proposed landscape material: _____

10. Streetscape

Sidewalk width: No changes
Number of benches: _____
Number of planters: _____

Number of existing street trees: No Changes
Number of proposed street trees: _____
Number of waste receptacles: _____

11. Loading

Required number of loading spaces: NA
Proposed number of loading spaces: _____
Location of loading spaces on site: _____

Typical size of loading spaces: NA
Screenwall material: NA
Height of screenwall: NA

12. Exterior Waste Receptacles

Required number of waste receptacles: _____
Proposed number of waste receptacles: 2
Location of waste receptacles: on dining platform

Size of waste receptacles: 15" dia
Screenwall material: NA
Height of screenwall: NA

13. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: NA
Location of all utilities & easements: _____

Size of transformers (L•W•H): _____
Screenwall material: _____
Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: NA
Location of all ground mounted units: _____

Size of ground mounted units (L•W•H): _____
Screenwall material: _____
Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: NA
Type of rooftop units: _____
Location of all rooftop units: _____
Size of rooftop units (L•W•H): _____

Location of screenwall: _____
Screenwall material: _____
Height of screenwall: _____
Distance from rooftop units to all screenwalls: _____

14. Building & Site Lighting

Number of light fixtures on building: No Changes
Light level at each property line: _____
Type of light fixtures on building: _____
Location of light fixtures on building: _____

Number of light fixtures on site: _____
Type of light fixtures on site: _____
Height from grade: _____
Location of light fixtures on site: _____

The undersigned states the above information is true and correct, <u>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</u>. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with the 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: 1/26/22

Print name: Steve Roth

Signature of Applicant: _____ Date: 1/26/22

Print Name: Steve Roth

Signature of Architect: _____ Date: 1.26.2022

Print Name: John H. Gardner

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted By: _____

Historic District Commission
Minutes Of February 2, 2022
151 Martin Street, City Commission Room 205, Birmingham, MI

Minutes of the regular meeting of the Historic District Commission ("HDC") held Wednesday, February 2, 2022. Vice-Chair Keith Deyer called the meeting to order at 7:00 p.m.

1) Rollcall

Present: Vice-Chair Keith Deyer; Board Members Gigi Debbrecht, Natalia Dukas, Patricia Lang, Michael Willoughby; Alternate Board Member Steven Lemberg

Absent: Chair John Henke; Board Member Dustin Kolo; Alternate Board Member Cassandra McCarthy

Administration: Nicholas Dupuis, Planning Director
Laura Eichenhorn, City Transcriptionist

02-08-22

2) Approval of the HDC Minutes of January 19, 2022

Motion by Ms. Dukas
Seconded by Ms. Lang to approve the HDC Minutes of January 19, 2022 as submitted.

Motion carried, 6-0.

VOICE VOTE
Yeas: Debbrecht, Lang, Deyer, Lemberg, Dukas, Willoughby
Nays: None

02-09-22

3) Courtesy Review

None.

02-10-22

4) Historic Design Review

A. 100 Townsend – Townsend Hotel

PD Dupuis summarized the item.

John Gardner, architect, was present on behalf of the request.

Motion by Mr. Willoughby
Seconded by Ms. Lang to approve the Design Review application for 100 Townsend St. – Rugby Grille – with the following condition:

APPROVED

1. **The applicant obtain full approval from the City Commission prior to installation.**

Motion carried, 6-0.

VOICE VOTE
Yeas: Debbrecht, Lang, Deyer, Lemberg, Dukas, Willoughby
Nays: None

B. 320 Martin St. – Birmingham Post Office

PD Dupuis presented the item.

Kevin Biddison, architect, and Sam Surnow, owner, spoke regarding the project.

A number of HDC members raised concerns about the addition's large massing, overhand, and the 'glass hyphen'. There were comments that the mass of the new building seemed to overwhelm the historic building.

Mr. Willoughby disagreed with those comments, saying that the design complemented the historic building in terms of lines and materials. He also noted that the new building would seem much less prominent from the ground than it does from three or four stories up. He recommended the applicants create renderings from the east side of Bates to better illustrate the design.

Ms. Dukas said she would not be opposed to the overhang if it were further stepped back.

In reply to Mr. Biddison, Mr. Lemberg and Vice-Chair Deyer asked the applicant to explore the options of going to the west lot line instead of keeping the overhang.

Messrs. Biddison and Surnow contended that the addition proposal maintains the most historically significant aspects of the Post Office building while only de-emphasizing less historically significant aspects of the building.

Vice-Chair Deyer recommended that the applicant explore integrating the HDC's feedback. He acknowledged that the applicant might ultimately return with the same proposal even after consideration of the HDC's recommendations. He said the proposal seemed close to something the HDC could approve.

Mr. Surnow said he was willing to review the HDC's comments and to meet again with the HDC, stating that his goal is to have the HDC be comfortable with the proposal.

Motion by Ms. Dukas
Seconded by Mr. Willoughby to postpone the Historic Design Review application and the issuance of a Certificate of Appropriateness for 320 Martin St. – Birmingham Post Office – to March 2, 2022.

APPROVED

Advisory Parking Committee Docs.

Dr. Silverman asked that it be emphasized that she was concerned about Mr. Nasserian's attendance because she wanted to make sure that the resident perspective on the APC was adequately represented.

A number of APC members noted that they are also residents of Birmingham and assist in representing the resident perspective in addition to the perspectives they are appointed to represent.

Motion by Ms. Yert
Seconded by Dr. Paskiewicz to accept the minutes of December 1, 2021 as amended.

Motion carried, 7-0.

VOICE VOTE
Yeas: Yert, Paskiewicz, Silverman, Krueger, Petcoff, Vaitas, Kalczynski
Nays: None

5. Outdoor Dining - Townsend

At the outset of the item, PM Weingartz addressed Mr. Kalczynski and said he could stay and not comment since Mr. Kalczynski has an affiliation with the Townsend.

CT Eichenhorn clarified as to whether Mr. Kalczynski was recusing himself.

OC Grewe and Mr. Kalczynski answered affirmatively.

CT Eichenhorn stated that a recusing board member customarily states that they are recusing, states why, and steps out of the meeting for the discussion of the item.

Mr. Kalczynski stated he was recusing himself at 7:41 a.m., noting that he is the Manager/Director of the Townsend Hotel. He said that based on PM Weingartz's guidance he could sit and not speak, or could leave as well.

OC Grewe told Mr. Kalczynski that he could certainly stay as the representative for the Townsend. He said it would be no different than if he were the petitioner here for the Townsend supporting it. OC Grewe said any comments Mr. Kalczynski would make would not be as a board member but as a representative of the Townsend petitioning to get the outdoor dining deck. He said it might be better if Mr. Kalczynski sat in the audience so he did not appear to be part of the APC during discussion of the item.

Chair Vaitas said he also suggested that Mr. Kalczynski not sit with the APC during the discussion of the item.

PD Dupuis presented the item. He said he always forgets to include recommended motion language for the APC, but that he was looking for the APC to either recommend the deck proposal to the City Commission or not.

APPROVED

PD Dupuis and OC Grewe answered questions from the APC.

John Gardner, architect, and Mr. Kalczynski, Manager/Director of the Townsend, spoke on behalf of the request.

Motion by Dr. Silverman
Seconded by Ms. Krueger to recommend approval to the City Commission of the 100 Townsend – Townsend Hotel – Outdoor Dining Platform.

Motion carried, 7-0.

VOICE VOTE
Yeas: Silverman, Krueger, Petcoff, Vaitas, Kalczynski, Yert, Paskiewicz
Nays: None

6. Meeting Open to the Public for items not on the Agenda

Mr. Kalczynski rejoined the APC at 8:00 a.m.

There was some discussion about whether the Planning Board or the APC should review a dining deck request first. No consensus was reached.

Staff noted that both boards are advisory only, so both send their advice onto the City Commission and a negative finding by one board would not affect the findings of the other. Staff also noted that the public is notified of Planning Board hearings on dining deck requests.

Public Comment

Mr. Astrein spoke as a member of the public. He said one of the reasons for dining deck requests to come to the APC first was because in the past a non-bistro establishment was granted a dining deck in a parking spot, while his understanding was that platforms in parking spaces could only be granted to bistros.

Chair Vaitas concurred with Mr. Astrein.

Mr. Astrein said he was concerned that any dining establishment would be able to install a dining deck in a parking space. Regarding the Planning Board's current study of outdoor dining, Mr. Astrein recommended that a dining deck only be permitted to occupy a maximum of two parking spots.

Dr. Paskiewicz said the meters at Lot #6 had difficulty reading her credit card on three different days.

Staff stated that the City acts to remedy meter errors, reported by both the meters' technology and by users, on a daily basis.

APPROVED

ESCALADE
EBL 8648

LeverLock
25

MADE IN USA

City of Birmingham
A Walkable Community

MEMORANDUM

City Manager's Office

DATE: April 18, 2022

TO: Thomas M. Markus, City Manager

FROM: Jana Ecker, Assistant City Manager

SUBJECT: Ad Hoc Wayfinding and Gateway Signage Committee Report

INTRODUCTION:
In August 2021, with the prospect of the streetscape reconstruction project on South Old Woodward scheduled for the summer of 2022, the Birmingham Shopping District ("BSD") recognized an opportunity to improve the public space at the intersection of South Old Woodward and Woodward Avenue. The BSD sought to establish an ad hoc committee to explore the development and placement of gateway features, landscaping elements, or other enhancements in this area as it is a major gateway into the downtown with high visibility on Woodward Avenue.

BACKGROUND:
At the recommendation of the City Manager, the BSD expanded the scope of the committee noting that a wayfinding study had previously been conducted by the city in 2004. The Ad Hoc Wayfinding and Gateway Signage Committee ("WGS") was thus created and charged with reviewing the wayfinding plan and all related efforts, and bringing together the principles of landscape design, public art, place-making, community branding, marketing, and wayfinding at the southern gateway to Downtown Birmingham.

The BSD recognized how important it was that the WGS be composed of relevant community stakeholders, such as those who have an interest in public art, urban design and place-making, as well as members of the business community. The final composition of the newly formed WGS included a member of the Public Arts Board ("PAB"), a BSD board member, a downtown business owner, individuals with specialized knowledge, and members of City staff from the City Manager's Office and the Planning Department.

At the first meeting of the committee, members discussed the placement of a wayfinding structure in the open grass triangular area of public property south of Haynes Street. Committee members expressed interest in wayfinding signage, public art pieces, fountains, landscaping or other decorative features to enhance the entry to downtown in a high visibility area on Woodward Avenue. It quickly became evident that there were numerous issues and overlapping projects ongoing within the City already that may impact future recommendations for the southern gateway to downtown, including, but not limited to the following:

- Right-of-way and property boundary issues;
- Citywide Wayfinding Plan (2004);
- Stalled City Logo Update (2017);

- Public Arts Board Prioritized Site Locations (2017);
- Terminating Vista Plan (2020);
- Draft 2040 Plan recommendations for Haynes Square (2021);
- Parking Structure Signage Upgrade (2021);
- Comprehensive Style Guide (In Progress); and
- Design Plans for S. Old Woodward Improvements – Phase 3 (2022).

Accordingly, the committee commenced a review of each of the overlapping plans and projects to bring all existing ideas together, study options and prepare a comprehensive report with recommendations for the future. The findings of the WGS are included in the attached Ad Hoc Wayfinding Gateway Signage Committee Report.

LEGAL REVIEW:
The City Attorney has reviewed the report of the WGS and the suggested resolutions and has no objections as to form and content.

FISCAL IMPACT:
No additional funds are needed to finalize the design of the recommended logo. However, approving the use of a new City logo will have cost implications. The WGS recommends a cost-effective approach to switch over to the new logo by using all supplies with the current logo first, and ordering supplies with the new logo once existing stock is depleted. This approach will work well for stationary and other office supplies, uniforms, marketing materials and similar items. The WGS recommends immediate logo updates for the City's website, social media applications and electronic content such as e-newsletters and e-blasts. In addition, WGS recommends the immediate purchase of new decals for all City vehicles using the new logo, which would cost approximately $3,500.00. Finally, WGS also recommends prioritization of the placement of the new logo on the existing water towers that are currently on the schedule for repainting this spring.

PUBLIC COMMUNICATIONS:
The Ad Hoc Wayfinding and Gateway Signage Committee began meeting in the fall of 2021. Public notice for committee meetings has been posted around City Hall, and on the City's website. The public was invited to attend either in person or via Zoom.

SUMMARY:
While the original intent of the WGS was to explore the development and placement of gateway features, landscaping elements, or other enhancements in the area at the south end of downtown, the committee determined that a review of all overlapping plans and projects was required first. Accordingly, the WGS reviewed all relevant plans to determine if any previous recommendations were applicable to the southern gateway area, and studied numerous options as to how to proceed. The WGS quickly determined that a comprehensive approach was needed to create a cohesive brand, image and wayfinding system for the entire City prior to developing concept plans at specific locations such as the southern gateway to downtown. Thus, the WGS recommends the approval of an updated logo for the City, using the option identified as Logo #1 also recommended by McCann Detroit in 2017. The WGS also recommends that the City issue an RFP to update the 2004 Wayfinding Plan to include the use of new technology and the updated brand and image reflected in the new City logo. The WGS further recommends that the City Commission convert the WGS into a standing committee to prepare a comprehensive plan for implementation

of the City's new logo, and to act as a clearinghouse to review and coordinate branding and image decisions. Such decisions could include the design application of the logo on stationary, department level projects such as parks or parking facility signage, City vehicle signage, wayfinding and other related applications to ensure consistency throughout the BSD and across the City.

ATTACHMENTS:
Please find attached the Ad Hoc Wayfinding Gateway Signage Committee Report, as well as the following documents:

- 2004 Wayfinding Plan
- 2017 Logo Report
- Pre-qualified Public Art Priority Locations Map
- Public Arts Board Sculpture Tour and Brochure
- Terminating Vista Plan
- Draft 2040 Plan excerpts
- Draft Birmingham Style Guide
- S. Old Woodward plans
- Draft Wayfinding RFP

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the City logo as recommended by McCann Detroit and the BBDC in 2017, and the Wayfinding and Gateway Signage Committee in 2022;

AND

Make a motion adopting a resolution to authorize the City Manager to issue an RFP for an update of the 2004 Wayfinding Plan;

AND

Make a motion adopting a resolution to establish the Ad Hoc Wayfinding and Gateway Signage Committee as a standing committee to act as a clearinghouse to review and approve branding and logo applications to ensure consistency across the City and BSD, and add a representative from each of the following groups to the standing committee;

- BSD Marketing Committee member
- Representative from the Department of Public Services
- Representative from the Parking Department or Advisory Parking Committee.

AND

Make a motion adopting a resolution to direct the standing committee to work on concept plans for the northern and southern gateways to downtown to create consistent entry designs.

Ad Hoc Wayfinding Gateway Signage Committee Report

Committee Members:

Doug Fehan
Kevin Hart
Sarvy Lipari
Annie VanGelderen
Nicholas Dupuis
Jana Ecker
Claire Galli
Marianne Gamboa
Sean Kammer

April 2022

In August 2021, with the prospect of the streetscape reconstruction project on South Old Woodward scheduled for the summer of 2022, the Birmingham Shopping District ("BSD") recognized an opportunity to improve the public space at the intersection of South Old Woodward and Woodward Avenue. The BSD sought to establish an ad hoc committee to explore the development and placement of gateway features, landscaping elements, or other enhancements in this area as it is a major gateway into the downtown with high visibility on Woodward Avenue.

At the recommendation of the City Manager, the BSD expanded the scope of the committee noting that a wayfinding study had previously been conducted by the city in 2004. The Ad Hoc Wayfinding and Gateway Signage Committee ("WGS") was thus created and charged with reviewing the wayfinding plan and all related efforts, and bringing together the principles of landscape design, public art, place-making, community branding, marketing, and wayfinding at the southern gateway to Downtown Birmingham.

The BSD recognized how important it was that the WGS be composed of relevant community stakeholders, such as those who have an interest in public art, urban design and place-making, as well as members of the business community. The final composition of the newly formed WGS included a member of the Public Arts Board ("PAB"), a BSD board member, a downtown business owner, individuals with specialized knowledge, and members of City staff from the City Manager's Office and the Planning Department.

As noted above, the original intent of the ad hoc committee was to explore the development and placement of gateway features, landscaping elements, or other enhancements in the area at the south end of downtown where Old Woodward splits off from Woodward Avenue to enter the walkable, downtown area. At the first meeting of the committee, members discussed the placement of a wayfinding structure in the open grass triangular area south of Haynes Street. Committee members expressed interest in wayfinding signage, public art pieces, fountains, landscaping or other decorative features to enhance the entry to downtown in a high visibility area on Woodward Avenue. It quickly became evident that there were numerous issues and overlapping projects ongoing within the City already that may impact future recommendations for the southern gateway to downtown, including, but not limited to the following:

- Right-of-way and property boundary issues;
- Citywide Wayfinding Plan (2004);
- Stalled City Logo Update (2017);
- Public Arts Board Prioritized Site Locations (2017);
- Terminating Vista Plan (2020);
- Draft 2040 Plan recommendations for Haynes Square (2021);
- Parking Structure Signage Upgrade (2021);
- Comprehensive Style Guide (In Progress); and
- Design Plans for S. Old Woodward Improvements – Phase 3 (2022).

Accordingly, the committee commenced a review of each of the overlapping plans and projects to bring all existing ideas together, study options and prepare a comprehensive report with recommendations for the future.

Right-of-way and Property Boundary Issues

The WGS was created to study the area at the south end of downtown where Old Woodward splits off from Woodward Avenue and the open space located within the triangle of space between the two roadways, and to explore the development and placement of gateway features, landscaping elements, or other enhancements in the area. Initial concepts introduced by committee members assumed that the City owned the entire triangle of green space south of Haynes Street and the 555 Building. However, a review of plat maps and property boundaries demonstrated that while the City does own the property located on approximately the western two-thirds of the triangular green space, the Michigan Department of Transportation owns the eastern third, which is part of the right-of-way for Woodward Avenue. The map below illustrates the area available for use by the City for the placement of wayfinding signage, public art, landscaping or other decorative features.

Citywide Wayfinding Plan (2004)

In 1996, the City of Birmingham completed a master plan for downtown to cover the next 20 years, known as the 2016 Plan. An analysis of the streetscape conducted during the master planning process determined that the public signage system was based on the Michigan Manual for Uniform Traffic Control sign standards, as well as ad hoc, internally lit signs. The 2016 Plan

recommended that the City reduce sign clutter within the community, and develop a wayfinding system which directs people and symbolizes the historical and cultural character of Birmingham.

In 2002, the City issued a request for proposals for preparation of a wayfinding plan to create a coordinated system of words and graphics to create a brand for the City and to develop a Citywide wayfinding system to inform and direct people, not only downtown, but throughout the entire community, and to develop one seamless and cohesive signage system.

In 2004, the City adopted a Citywide Wayfinding and Signage Design Program ("Wayfinding Plan") that established a unified and consistent approach to branding, design and signage for the City. The Wayfinding Plan established an overall brand or image for the City with consistent nomenclature, color usage and typography for City signage. The Wayfinding Plan established the basic criteria upon which future signs, graphics and standards should be based, but recognized that more specific criteria relating to graphic layout, size relationships, color relationships and sign types, illumination and general fabrication specifications would be set forth in a future signage manual. In addition, the Wayfinding Plan made recommendations for signage placement to welcome people entering the City at primary and secondary entrances to Birmingham, to direct drivers and pedestrians to key destinations within the City, and to create visual interest at certain locations to draw attention to the City and create a sense of place and community identity.

Both primary and secondary City gateway locations were identified in the Wayfinding Plan, which included the major points of origin for vehicular traffic coming into the City. Sign structures and designs were recommended for installation at each of these gateways, four of which have been installed, two on Woodward, and two on Maple Road at all primary gateways.

While the public space between S. Old Woodward and Woodward south of Haynes Street was not deemed a primary gateway to the City as a whole, it was identified as a "Primary Vehicular Decision Point", as the main entrance to Downtown Birmingham from the south. This designation supports the improvement of this area to draw attention to the entrance to Downtown Birmingham, to direct drivers and pedestrians to key destinations in the downtown, and to contribute to a sense of place.

The WGS reviewed and discussed the Wayfinding Plan adopted in 2004. The WGS supports the existing Wayfinding Plan in concept, but recommends a modern "refresh" of the branding and signage designs contained within the plan to provide an updated and consistent brand and image for the City.

Stalled City Logo Update (2017)

The Ad Hoc Birmingham Brand Development Committee ("BBDC") was created July 22, 2016, to select and work with a design firm to assist in the process of filtering ideas for and recommending a new city logo. The BBDC was comprised of one member from the Parks and Recreation Board, one member from the Birmingham Shopping District (BSD), one member from the Planning Board, two City Commissioners, and two at-large members drawn from different neighborhoods. The goal of the rebranding initiative was to establish a new brand with a logo that communicates Birmingham's image in a positive, evolving and refreshing way.

The BBDC's first meeting took place Sept. 29, 2016, and McCann Detroit was selected to design a new City logo. This process involved having McCann conduct three stakeholder meetings which took place December 13, 14 and 15th, 2016. These meetings were designed to gather input about Birmingham from three core stakeholder groups, one representing residents, a second representing business owners, and a third representing current board or committee members. During these meetings, participants were asked a series of questions such as what Birmingham means to them, and what makes Birmingham different from other cities.

McCann presented their first designs to the BBDC on January 30, 2017, and the Committee held a total of nine public meetings, evaluating more than 50 logo designs. Toward the end of the process, the BBDC directed McCann to focus on specific words to use as logo guideposts which included:

- Timeless/Classic,
- Distinctive/Unique,
- Fresh,
- Clean,
- Sophisticated/Refined.

The Committee asked McCann to focus on the iconic historic side of Birmingham for inspiration, and eventually narrowed their logo selection down to three.

On June 22, 2017, the BBDC voted on which design would be the preferred design to recommend to the City Commission. The final vote and recommendation for the Commission was for Logo #1, as shown below. The logo selected used an icon modelled after the Marshall Fredericks' sculpture in Shain Park, along with the words "Birmingham" and "A Walkable City" tagline beneath the icon.

McCann Detroit ultimately recommended this logo which was inspired by late Birmingham resident Marshall Fredericks' "Freedom of the Human Spirit" sculpture, which was originally created for the New York World's Fair in 1964. The sculpture was designed to depict human figures soaring as if in migratory flight with huge swans, an ancient symbol of eternal life, in honor of the New York World's Fair theme of "Peace through Understanding". In 1983, Marshall Fredericks donated the design for this sculpture to his adopted hometown of Birmingham in honor of the city's 50th anniversary, and the bronze sculpture was commissioned by the City of Birmingham and dedicated in 1988. Marshall Fredericks resided in Birmingham with his wife Rosalind Cooke Fredericks until his death in 1998.

The committee agreed with McCann Detroit's reasoning that the distinctive icon captures the essence and energy of a focal point in Shain Park, and when combined with a classic font for the city name, and balanced with the simple tagline, embodies the modern yet timeless nature of Birmingham. The recommendation was presented to the City Commission in 2017, but no action was taken to adopt a new City logo at that time.

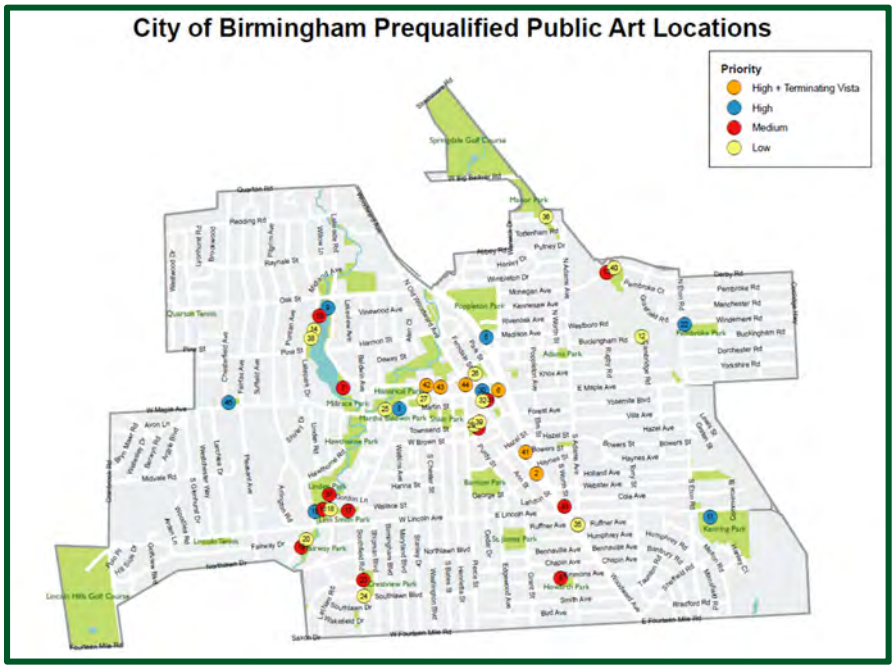
The WGS reviewed and discussed each of the top logo selections recommended by the BBDC in 2017, and determined that a comprehensive report to bring together the principles of landscape design, public art, place-making, community branding, marketing, and wayfinding must start with recommendations for an updated and consistent brand and image for the City, starting with a refreshed City logo. The WGS supports the recommendations of the BBDC in 2017 to move forward with an updated logo for the City of Birmingham, using the option identified as Logo #1. Upon approval of an updated logo for the City, the WGS can then begin pulling together a comprehensive report with future recommendations for the southern gateway and Citywide wayfinding infrastructure utilizing a consistent brand and identity for both the City and the BSD.

Public Arts Board Prioritized Site Locations (2017)

Public art adds value to the cultural, aesthetic and economic vitality of Birmingham. It also fosters community pride, as do appealing storefronts, attractive streetscapes and public trees and landscaping. Public art also provides an opportunity for everyone to engage in and feel part of the local culture. Specifically, a publication of Americans for the Arts states:

> Public art can be an essential element when a municipality wishes to progress economically and to be viable to its current and prospective citizens…..Cities with an active and dynamic cultural scene are more attractive to individuals and business. Public art can be a key factor in establishing a unique and culturally active place.

Accordingly, in 2017, the Public Arts Board (PAB) established a master list of prioritized site locations for the placement of public art throughout the City.



One of the prioritized locations identified included the public open space between S. Old Woodward and Woodward Avenue just south of the 555 Building and Haynes Street.

In discussing applications for the above site at S. Old Woodward and Woodward, the Public Arts Board determined that this is an important location for public art as it is a gateway to the City, and recommended that special consideration and funding be allocated for this location to attract the loan or donation of a large sculpture appropriate for this space.

The WGS supports the recommendations of the PAB to prioritize placement of a large art piece in the southern gateway area south of the 555 Building and Haynes Street. The WGS recommends that public art and wayfinding initiatives be considered in coordination to ensure a comprehensive and consistent approach to the City's brand and imaging.

Terminating Vista Plan (2020)

In 2020, the Public Arts Board was directed to create a report on ways in which public art can be used to enhance public spaces at terminating vistas. Terminated Vistas are defined in the Zoning Ordinance as "a building or structure, or a portion thereof, as designated on the Regulating Plan, that terminates a view with architectural features of enhanced character and visibility". Birmingham's Downtown Overlay Standards state that "any building that terminates a view, as designated on the Regulating Plan, shall provide distinct and prominent architectural features of enhanced character and visibility, which reflect the importance of the building's location and create a positive visual landmark."

The report created by the PAB and adopted by the City Commission includes a section titled "Best Practices in Public Art for Terminating Vistas" where sculptures, furniture, utilities, wall art, and landscaping are all recommended to enhance public spaces. The report also includes photos of all locations deemed as "terminating vistas" in the Zoning Ordinance, as well as locations for additional consideration. A number of such locations are considered gateways to downtown Birmingham, including location 20 below, which includes the public open space immediately south of the 555 Building and Haynes Street that the WGS was directed to study.

The WGS supports the recommendations contained in the Terminating Vista Plan adopted by the City Commission in 2020 to include the southern gateway area south of the 555 Building as an important and prominent vista upon entry to downtown from the south.

Draft 2040 Plan recommendations for Haynes Square (2021)

The current draft of the Birmingham Plan 2040 suggests creating a new public space referred to in the plan as Haynes Square at the intersection of Woodward, Old Woodward and Haynes Street in order to create a more prominent entrance to downtown Birmingham. The existing space at this intersection consists of a mostly unused triangular greenspace and a complicated and dangerous intersection of Old Woodward and Woodward Ave. The creation of a Haynes Square district is meant to enliven S. Old Woodward and create greater continuity with the Triangle District across Woodward Avenue.

The draft master plan recommends narrowing S. Old Woodward at Haynes Street to

accommodate green space and parking, and then closing off S. Old Woodward entirely after George Street. The intent is to provide a greater sense of place in the S. Old Woodward corridor with public open space and additional commercial space, and to eliminate the dangerous merging at the current intersection of Woodward and S. Old Woodward.

The Draft 2040 Plan recommends that Haynes Square be similar in design and landscaping to Shain Park and include a cafe, outdoor seating, and restrooms. The Draft 2040 Plan also recommends that the streets surrounding Haynes Square be lined with trees to provide an attractive entrance to Downtown Birmingham.

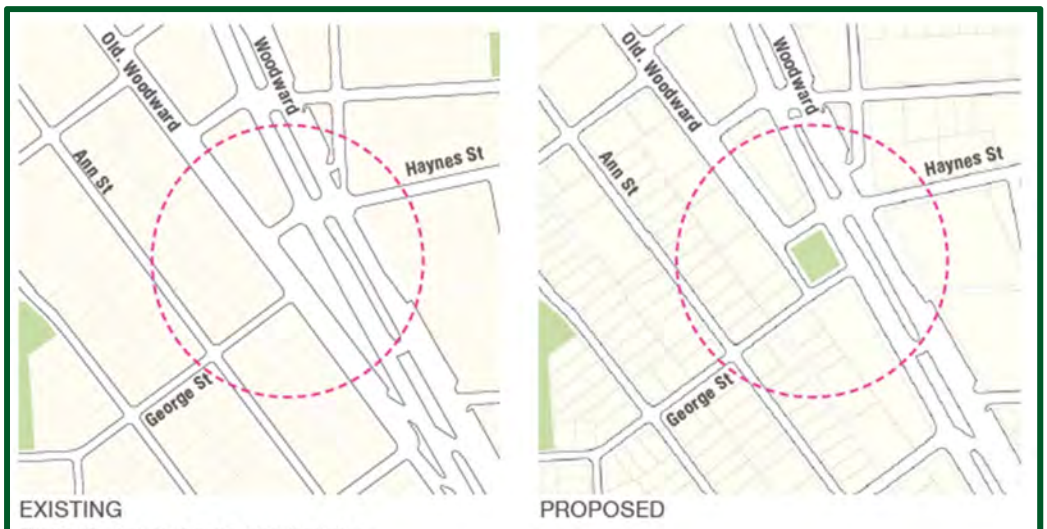


Figure 19. Haynes Square reconfiguration.

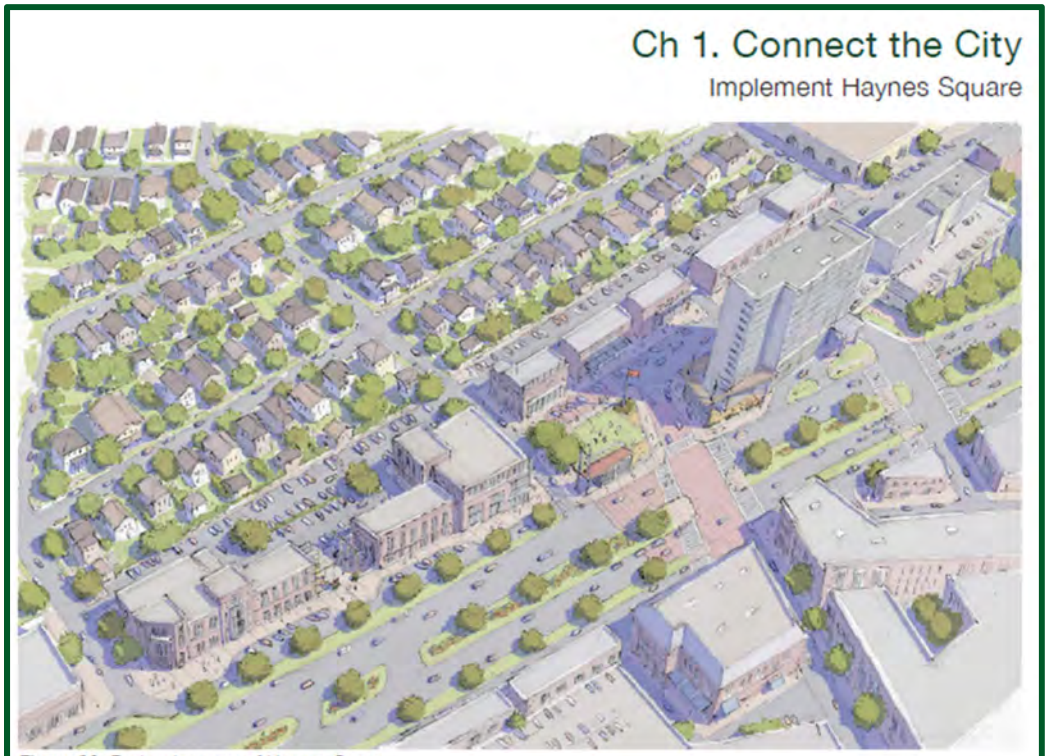


Figure 20. Redevelopment of Haynes Square.

Parking Structure Signage Upgrade (2021)

Parking facilities are often designed to blend into the cityscape, and thus can be difficult to locate and identify. Unique exterior identifiers such as murals, signage or other artistic applications can make each structure easily identifiable. Parking structures were identified in the Wayfinding Plan as key destinations, and thus signage designs were included in the plan, as well as directional signage to direct drivers and pedestrians to the public parking structures and lots within the City.

However, as the Wayfinding Plan was prepared almost 20 years ago, there was little use of technology incorporated into the signage proposals for the inside or outside of public parking facilities.

Over the past several months, the Advisory Parking Committee ("APC") has been discussing creating identities for each public parking facility, and color coding each level of the structures to assist with vehicle retrieval (see illustration below). The APC has also been looking to increase the use of digital signage within the structures to direct people to the areas with available parking.

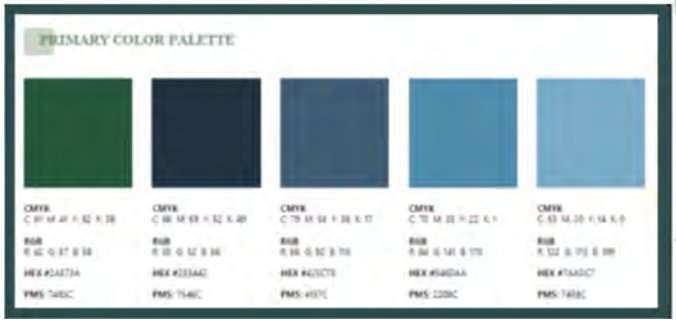
Interactive digital signage in the stairwell lobbies and on the exterior of public parking structures has also been discussed to direct pedestrians to key destinations. The purpose of the signage study by the APC has been to create a recognizable identification system for public parking

facilities that can communicate critical parking information, increase visibility of public parking facilities and reduce confusion for parkers.

The WGS agrees that a recognizable identification system for public parking facilities is needed, and should incorporate new technology wherever possible to enhance the user experience. The WGS also believes that a consistent brand and identify for the City should be created, and any parking signage should be consistent with this brand.

Comprehensive Style Guide (In Progress)

Presently, the BSD utilizes two, sometimes three, official branding designs, which is entirely separate from the designs used on social media and promotional materials used by the city. This can generate confusion as far as advertising designs, marketing materials, and our collective sense of identity. As a result, the Communications Department began work on a comprehensive style guide that will help establish a cohesive look through all City branding and design elements. While still in progress, the style guide began with a selection of primary and secondary color palettes and typography styles for use in all City applications.



The style guide is intended to govern the general look-and-feel of the City's overall branding, with standards for logo usage, writing, design, formatting, typography, and graphics for use on everything from stationary and publications to vehicle, park, parking and wayfinding signage.

The WGS agreed that a comprehensive style guide was important to create a consistent brand and identity for the City. The WGS recommends completing a style guide before moving forward with any recommendations for wayfinding or gateway elements.

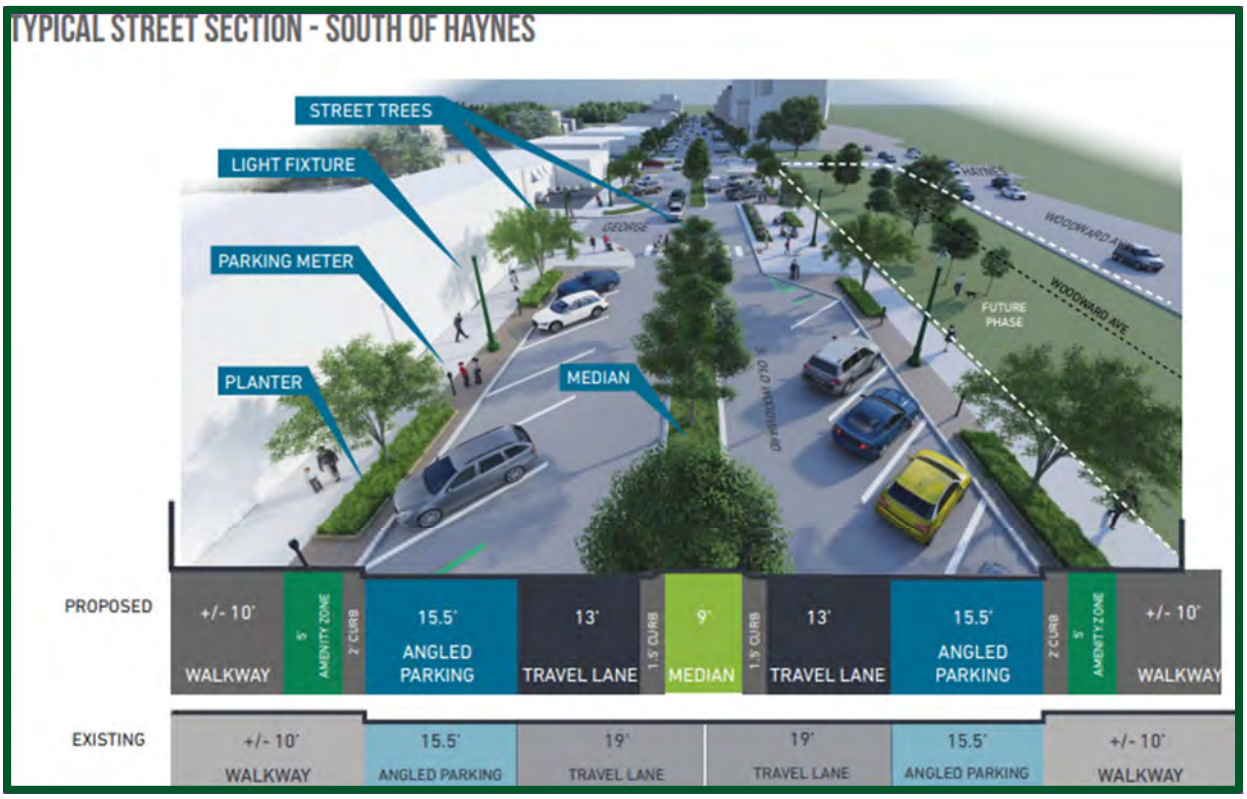
Design Plans for S. Old Woodward Improvements – Phase 3 (2022)

The City of Birmingham has approved new design plans for S. Old Woodward Phase 3 reconstruction from Brown Street to Landon. Similar to Phases 1 and 2, the City will be updating the underground sewers and utilities while installing new streetscape amenities to enhance the safety and aesthetics of the area.

The sidewalks are proposed to be widened to provide more pedestrian space and numerous benches will be added to provide places for rest and relaxation. A tree lined median is proposed along with multiple planters with additional greenery along the sidewalk. Sidewalk bumpouts will

be included at each intersection to reduce the road crossing distance and enhance pedestrian safety. The vehicular travel lanes will also be narrowed to encourage slower speeds through downtown.

The S. Old Woodward project (Phase 3) also includes landscaping enhancements for the public property located between S. Old Woodward and Woodward south of Haynes Street. While the proposed plans do not include improvements at the north end of this open space, they do include landscape features at the south end starting at the Old Woodward cutoff to Downtown Birmingham. The WGS is supportive of the proposed landscape improvements in this area, and further recommends that a concept plan for the entire southern gateway to downtown be developed, in conjunction with a consistent entry design for the northern gateway to downtown on the public property located between N. Old Woodward and Woodward north of Oak Street.



Summary:
While the original intent of the WGS was to explore the development and placement of gateway features, landscaping elements, or other enhancements in the area at the south end of downtown, the committee determined that a review of all overlapping plans and projects was required first. Accordingly, the WGS reviewed each of the plans outlined above to determine if any previous recommendations were applicable to the southern gateway area, and studied numerous options as to how to proceed. The WGS quickly determined that a comprehensive approach was needed to create a cohesive brand, image and wayfinding system for the entire City prior to developing concept plans at specific locations such as the southern gateway to downtown. Thus, the WGS's first recommendation is to have the City Commission approve an updated logo for the City of

Birmingham, using the option identified as Logo #1 and recommended by McCann Detroit in 2017. Once this logo has been approved, the WGS's second recommendation is to have the City Commission issue an RFP to update the 2004 Wayfinding Plan to include the use of new technology and the updated brand and image reflected in the new City logo. The WGS also recommends the City Commission convert the WGS into a standing committee to prepare a comprehensive plan for implementation of the City's new logo, and to act as a clearinghouse to review and coordinate branding and image decisions. Such decisions could include the design application of the logo on stationary, department level projects such as parks or parking facility signage, City vehicle signage, wayfinding and other related applications to ensure consistency throughout the BSD and across the City. Further, the WGS recommends that the City Commission add a representative from each of the following groups to the standing committee:

- BSD Marketing Committee member;
- Representative from the Department of Public Services; and
- Representative from the Parking Department or Advisory Parking Committee.

Long term recommendations of the WGS also include directing a new standing committee to work on concept plans for the northern and southern gateways to downtown to create consistent entry designs after the City logo and Wayfinding Plan have been updated and approved, and implementing the Haynes Square concept should the Draft 2040 Plan be approved.

CITY OF BIRMINGHAM, MICHIGAN

CITYWIDE WAYFINDING AND SIGNAGE DESIGN PROGRAM

SIGNAGE AND WAYFINDING STUDY

MAY 2004

Carter::Burgess

City of Birmingham
A Walkable Community

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INTRODUCTION

1.0

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1.0 INTRODUCTION

1.1 BACKGROUND

In order to better understand the criteria introduced here, it is important to explain the general background behind the development of this document. In September of 2002, the City of Birmingham, Michigan contracted Carter & Burgess to analyze and make general recommendations on a citywide wayfinding and signage system that would help alleviate some of the confusion and clutter that is currently being experienced around the commmunity. Other criteria included developing a signage system that would complement both the modern and historical aspects of Birmingham. Through a series of information gathering meetings and presentations with the citizens, Planning Board and other interested parties, Carter & Burgess developed the guidelines and recommendations presented within this document.

1.2 PURPOSE

The Birmingham, Michigan Citywide Wayfinding and Signage Design Program is designed to establish a vision and long-range set of general guidelines for the community's current and future signage needs. One purpose of this document is to serve as a blueprint for addressing the signage system as it relates to wayfinding around the city and identification of key points of interest within the overall community. The development framework recommended will ensure that such signage will be consistent during short-term and long-term community development. To ensure a consistent approach to the design of the signing and graphics system for the City of Birmingham, the guidelines set forth in this document shall establish the general parameters that should be adhered to in order to maintain a consistent and high quality signing system. This document shall be the basic criteria upon which future signs, graphics and standards are based, and will provide citywide consistency in the presentation of it's information.

More specific criteria relating to graphic layout, letter style, arrow use, size relationships, color relationships, illumination, sign types/characteristics, mounting conditions and general fabrication will be set forth in a future signage guidelines manual.

The overall goals for this sign program include:

- Building recognition for a citywide wayfinding system
- Identifying and prioritizing all destinations which will be displayed on the signage
- Identifying primary and secondary entrance points into the city (gateways)
- Identifying primary and secondary general traffic flow paths throughout the city
- Establishing a separate identity (branding) for Districts and Neighborhoods
- Creating a uniform and recognizable identification system for parking decks and surface lots
- Trailblazing to parking garages and surface lots
- Establishing consistent nomenclature and terminology for use on all applicable signage
- Reducing current citywide sign clutter
- Minimizing legal signs and consolidating where needed
- Increasing visibility of signage by using common shapes, and appropriate placement and sizing of elements
- Limiting directional messaging to 2 - 3 messages per direction
- Establishing graphic consistency for message organization, color usage, typography and symbols
- Establishing directories as a recognizable icon of information

1.3 SCOPE

The Birmingham, Michigan Citywide Wayfinding and Signage Design Program's scope of work includes the development of the general criteria for the signage and wayfinding system, especially for primary areas used throughout the community by the public (see *Figure 1.5.3 Destination Location Diagram*). The general guidelines established by this document can be found in *Section 2.0: Graphic Standards*.

Additionally, sign type guidelines, layouts and general details are included in this document. These are intended to be used as a reference when designing any wayfinding, identification and informational signage for the City of Birmingham.

General signage guidelines included in this document:

- Typography
- Color Standards
- Arrow/Symbols
- Sign Types
- General Locations

Signs Regulated by this document:

- All city destination pedestrian directional signs
- All city destination vehicular directional signs
- Identification signs for Downtown parking garages and surface lots
- Identification signs for surrounding community districts and neighborhoods
- Identification signs for City gateways
- City destination informational signs (directories)

Signs *Not* Regulated by this document:

- Tenant/Concession Identification
- Pedestrian or Vehicular Regulatory signs
- DOT signs
- Vehicular pavement markings
- Interior Parking Garage signage
- Work Zones (Construction)

1.4 BIRMINGHAM SIGNAGE PHILOSPHY

1. Develop <u>ONE</u> Signage System

Though there are varying conditions within the city that will be supported by the signage, it must always maintain continuity throughout. Development of separate unassociated systems for each area (roadways, parking, walkways, etc) could dramatically alter the overall wayfinding. For example, additions, modifications and/or relocation of signs on the roads could have an affect on the wayfinding along pedestrian routes. Therefore, developing and maintaining one cohesive, consistent and comprehensive system will enhance the users decision making process and perception of Birmingham as a whole.

2. Create an Identity for Birmingham

One of the most important aspects of the signage system is the opportunity it offers to establish an entirely new visual image for the City of Birmingham. With a fresh, consistent, and dynamic visual image in place, the public will be encouraged to take another look at how to navigate Birmingham. But the changes must be more than skin deep. Real communications improvements must be made, and the more significant the change, the more significant the awareness of it will be.

3. Design a System for Today and the Future

In an ever changing environment such as a city, there is rarely a good time to implement a major change-out of the signage program. Current uses often compete with future needs for available dollars. Good design practice requires stepping back, taking a hard look at the long term, and developing a series of scenarios, which serve both the near and long term. If planned properly, flexibility and fluidity of design will address most of the issues that arise.

1.5 METHODOLOGY

To properly coordinate a complete and comprehensive citywide wayfinding system, the project team had to complete an in-depth analysis of the city's overall vehicular roadway traffic flows, entry gateways and pedestrian use of the Downtown area. This was achieved through on-site surveys, documentation review and information gathering meetings with Planning Board members, citizens and key interest groups.

1.5.1 DESTINATION LISTINGS

A complete list of all city destinations, including the Downtown and surrounding community areas was compiled through the aforementioned meetings with the City and other interested parties. This list revealed to the Project Team how the city generally functioned and what information and destinations were most important to it's citizens. It also gave the Project Team a better understanding of how the City's vehicular and pedestrian traffic currently flowed and which of these destinations should be included as appropriate messaging on directional, identification and informational signage (see *Table 1.1*).

TABLE 1.1: INITIAL PRELIMINARY DESTINATIONS

PARKING FACILITIES
- N. Old Woodward Parking Garage
- Pierce Street Parking Garage
- Peabody Street Parking Garage
- Park Street Parking Garage
- Chester Street Parking Garage
- Surface Lot 6
- Surface Lot 7
- Surface Lot 9

POINTS OF INTEREST
- Historical Museum
- Ice Sports Arena
- Springdale Golf Course
- Lincoln Hills Golf Course

RECREATION
- B/B Art Center Association
- Community House
- YMCA

CEMETERIES
- Greenwood Cemetery
- Clover Hill Cemetery

TRANSPORTATION
- Amtrak Rail Station

BUSINESS DISTRICTS
- Bowers Business District
- Railroad Business District
- Central Business District
- North Business District
- Gallery Row
- South Business District
- East Maple Business District

PUBLIC SERVICES
- Barum Health Center
- BASCC
- Baldwin Library
- Municipal Public Building
- Service Department
- Post Office
- Adams Fire Station
- Chesterfield Fire Station

HOTELS
- Holiday Inn Express
- Townsend Hotel
- Hamilton Hotel

HISTORIC NEIGHBORHOODS
- Shain Park Historical
- Central Downtown
- Bates Historical District

CITY PARKS
- Pembroke Park
- Kenning Park
- St. James Park
- Poppleton Park
- Howarth Park
- Crestview Park
- Linden Park
- Smith Park
- Manor Park
- Quarton Park
- West Lincoln Park
- Martha Baldwin Park
- Shain Park

NEIGHBORHOODS
- Southfield Road
- Ravines Neighborhood
- Central Lincoln
- Central Birmingham
- Birmingham Villas
- Birmingham Estates
- Coryell Park
- Crestview
- Fairfield
- Pembroke Manor
- HAL Neighborhood
- Torry/Sheffield Estates
- Hidden Ravines
- Quarton Lakes
- Holy Name/Mill Pond
- Howarth - St. James
- South Poppleton
- Manors of Birmingham
- Hazel/Chestnut/Forest

Due to the overwhelming number of listings and impracticality for complete implementation into a signing system, it was determined that the destinations needed to be streamlined to a much smaller set of primary destinations. This refined list was decided upon through meetings and presentations with the Planning Board, citizens and other interest parties of Birmingham. These destinations are intended to be included on directional, identification and informational signage as deemed appropriate by the location of each individual sign and it's intended level of viewing (see *Tables 1.1, 1.2, 1.3*).

The following refined destination lists are to be used only with their specified sign types:

TABLE 1.2: DIRECTIONAL SIGNAGE DESTINATIONS

PARKING FACILITIES
- N. Old Woodward Parking Garage
- Pierce Street Parking Garage
- Peabody Street Parking Garage
- Park Street Parking Garage
- Chester Street Parking Garage
- Surface Lot 6
- Surface Lot 7
- Surface Lot 9

POINTS OF INTEREST
- Historical Museum
- Ice Sports Arena

RECREATION
- B/B Art Center Association
- Community House

CEMETERIES
- Greenwood Cemetery

TRANSPORTATION
- Amtrak Rail Station

BUSINESS DISTRICTS
- Central Business District
- Railroad Business District
- Gallery Row
- South Business District
- East Maple Business District

PUBLIC SERVICES
- Barum Health Center
- BASCC
- Baldwin Library
- Municipal Public Building

HOTELS
- Townsend Hotel

CITY PARKS
- Kenning Park
- Quarton Park
- Shain Park

TABLE 1.3: IDENTIFICATION SIGNAGE DESTINATIONS

PARKING FACILITIES

- N. Old Woodward Parking Garage
- Pierce Street Parking Garage
- Peabody Street Parking Garage
- Park Street Parking Garage
- Chester Street Parking Garage
- Surface Lot 6
- Surface Lot 7
- Surface Lot 9

BUSINESS DISTRICTS

- Bowers Business District
- Central Business District
- North Business District
- Gallery Row
- South Business District
- East Maple Business District

NEIGHBORHOODS

- Southfield Road
- Ravines Neighborhood
- Central Lincoln
- Central Birmingham
- Birmingham Villas
- Birmingham Estates
- Coryell Park
- Crestview
- Fairfield
- Pembroke Manor
- HAL Neighborhood
- Torry/Sheffield Estates
- Hidden Ravines
- Quarton Lakes
- Holy Name/Mill Pond
- Howarth - St. James
- South Poppleton
- Manors of Birmingham
- Hazel/Chestnut/Forest

TABLE 1.4: INFORMATIONAL (DIRECTORY) SIGNAGE DESTINATIONS

PARKING FACILITIES

- N. Old Woodward Parking Garage
- Pierce Street Parking Garage
- Peabody Street Parking Garage
- Park Street Parking Garage
- Chester Street Parking Garage
- Surface Lot 6
- Surface Lot 7
- Surface Lot 9

POINTS OF INTEREST

- Historical Museum
- Ice Sports Arena
- Springdale Golf Course
- Lincoln Hills Golf Course

RECREATION

- B/B Art Center Association
- Community House
- YMCA

CEMETERIES

- Greenwood Cemetery
- Clover Hill Cemetery

TRANSPORTATION

- Amtrak Rail Station

BUSINESS DISTRICTS

- Bowers Business District
- Railroad Business District
- Central Business District
- North Business District
- Gallery Row
- South Business District
- East Maple Business District

PUBLIC SERVICES

- Barum Health Center
- BASCC
- Baldwin Library
- Municipal Public Building
- Service Department
- Post Office
- Adams Fire Station
- Chesterfield Fire Station

HOTELS

- Holiday Inn Express
- Townsend Hotel
- Hamilton Hotel

HISTORIC NEIGHBORHOODS

- Shain Park Historical
- Central Downtown
- Bates Historical District

CITY PARKS

- Pembroke Park
- Kenning Park
- St. James Park
- Poppleton Park
- Howarth Park
- Crestview Park
- Linden Park
- Smith Park
- Manor Park
- Quarton Park
- West Lincoln Park
- Martha Baldwin Park
- Shain Park

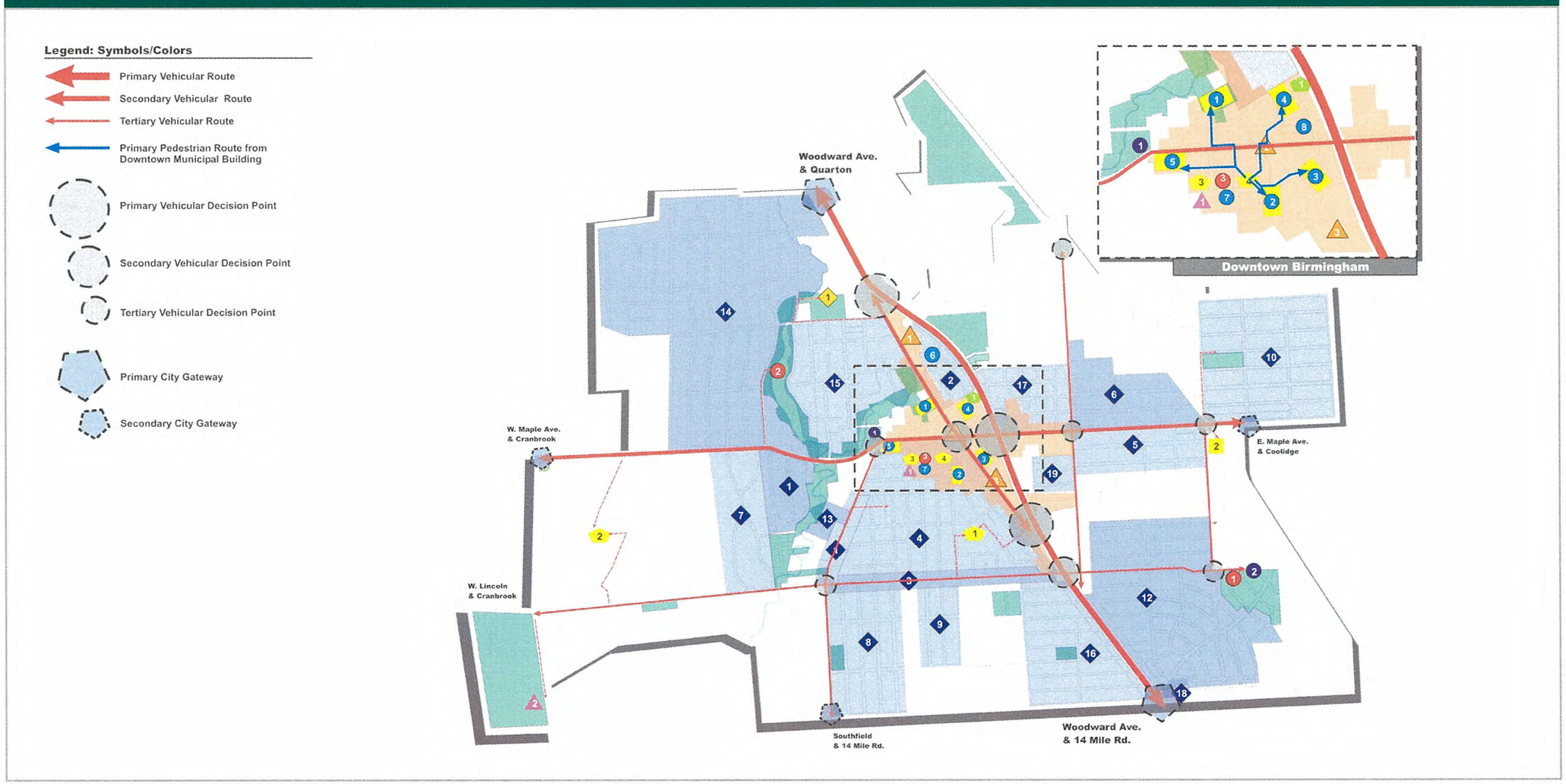
NEIGHBORHOODS

- Southfield Road
- Ravines Neighborhood
- Central Lincoln
- Central Birmingham
- Birmingham Villas
- Birmingham Estates
- Coryell Park
- Crestview
- Fairfield
- Pembroke Manor
- HAL Neighborhood
- Torry/Sheffield Estates
- Hidden Ravines
- Quarton Lakes
- Holy Name/Mill Pond
- Howarth - St. James
- South Poppleton
- Manors of Birmingham
- Hazel/Chestnut/Forest

1.5.2 TRAFFIC ROUTES AND DECISION POINTS

The Project Team reviewed city maps, documentation and photos to help identify primary and secondary vehicular entry gateways into the city of Birmingham. These gateways were defined by the Project Team as the primary or secondary points-of-origin for all major vehicular traffic coming into the city. Additionally, in order to better understand the city's traffic flow patterns, all primary, secondary and tertiary streets were identified in a schematic format to depict the most frequently traveled vehicular routes within the city limits. Major vehicular decision points were then identified and also shown schematically. Pedestrian routes from the center of the Downtown area to the surrounding parking facilities were also briefly identified and shown for reference. This schematic diagram was presented to the city for reference and to aid in explaining the project teams understanding of existing conditions within the City of Birmingham (see *Figure 1.5.2*).

FIGURE 1.5.2: TRAFFIC ROUTE AND DECISION POINT DIAGRAM



1.5.3 DESTINATION LOCATIONS

Using the destination listings developed during the initial analysis, the project team created a legend and schematic diagram to clearly depict these various destination categories. This diagram was also presented to the city for reference and to aid in explaining the project teams understanding of the final destinations locations within the City of Birmingham (see *Figure 1.5.3*).

FIGURE 1.5.3: DESTINATION LOCATION DIAGRAM

1.5.4 DECISION FLOWCHARTS

There are usually two major levels of sign viewing within most wayfinding systems: pedestrian and vehicular. Both vehicular and pedestrian users were considered when developing the decision flowcharts. These flowcharts were developed to explain graphically the process in which decisions are made and how users get from one destination to another within the City of Birmingham (see *Figure 1.5.4, 1.5.5, 1.5.6*).

FIGURE 1.5.4: PEDESTRIAN DESTINATIONS - DOWNTOWN BIRMINGHAM

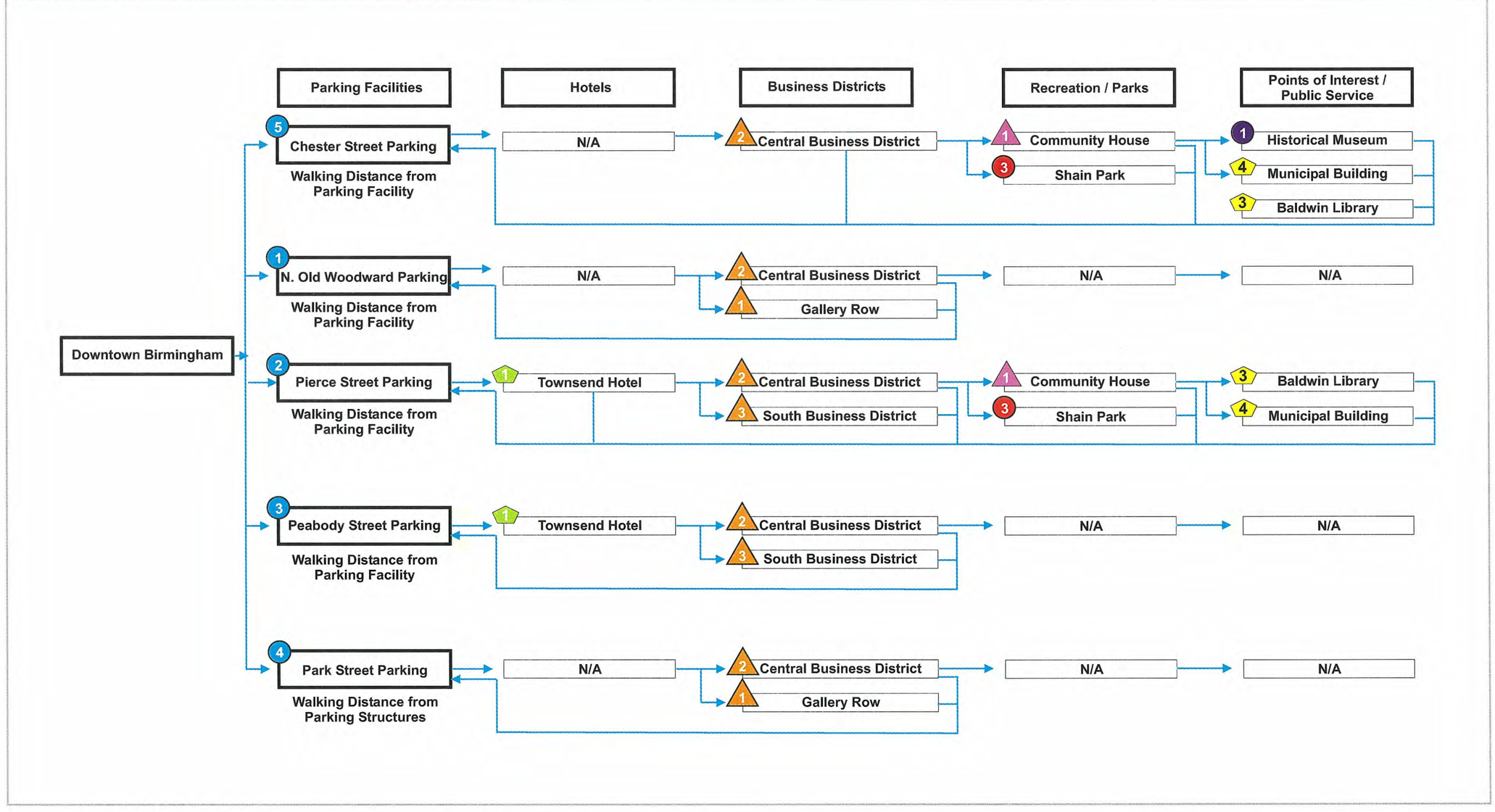
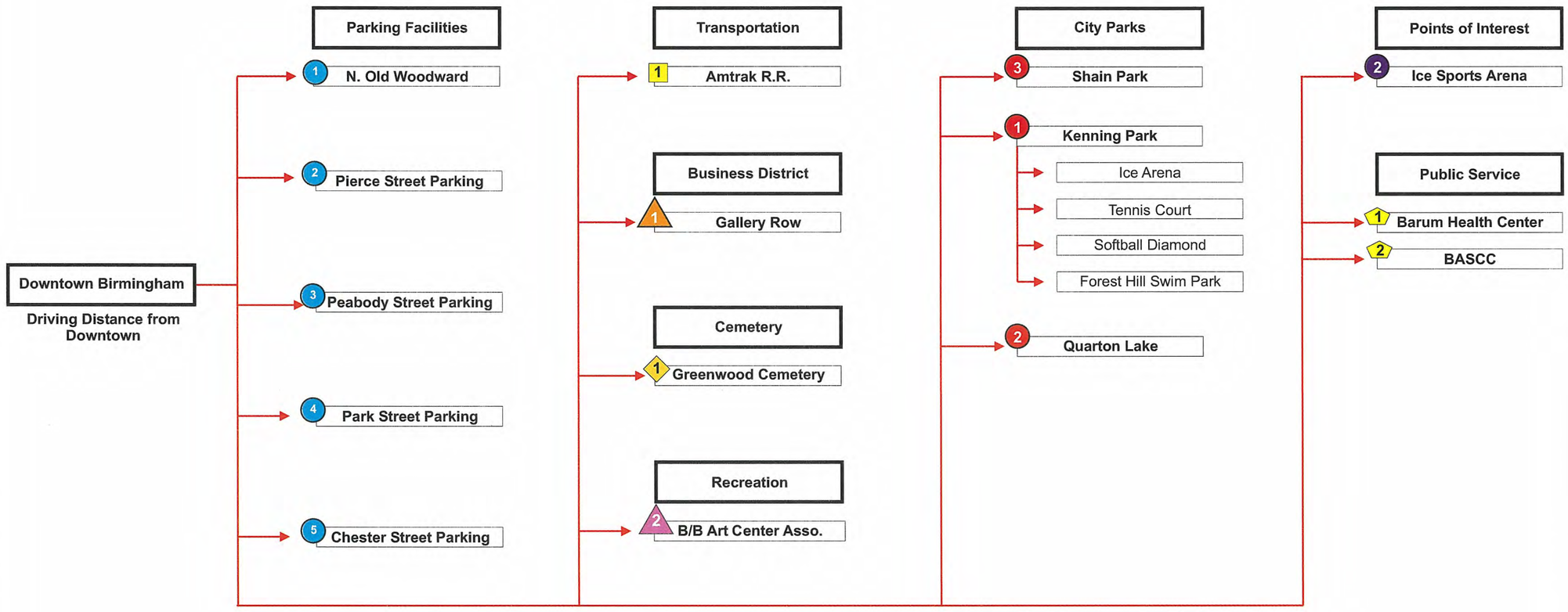


FIGURE 1.5.5: VEHICULAR DESTINATIONS - FROM CITY GATEWAYS

City Gateways	Neighborhoods	Parking Facilities	Business District	Points of Interest	City Parks
Woodward Ave. & Quarton Driving into Downtown	14 Quarton Lake 15 Holy Name / Mill Pond 2 Ravines Neighborhood	1 N. Old Woodward 6 Surface Lot 6 4 Park St. Parking	1 Gallery Row	1 Townsend Hotel	N/A
Woodward Ave & 14 Mile Driving into Downtown	18 Manors of Birmingham 16 Howarth - St. James 12 Torry / Sheffield States 3 Central Lincoln 4 Central Birmingham	2 Pierce Street Parking 3 Peabody Street Parking	3 South Business District	1 Barum Health Center	N/A
W. Maple Ave. & Cranbrook Driving into Downtown	7 Coryell Park 1 Southfield Road 4 Central Birmingham	5 Chester Street Parking 7 Surface Lot 7	2 Central Business District	1 Historical Museum 3 Baldwin Library 1 Community House	3 Shain Park
E. Maple Ave & Coolidge Driving into Downtown	10 Pembroke Manor 6 Birmingham Estates 5 Birmingham Villas 17 South Poppleton	3 Peabody Street Parking 4 Park Street Parking	2 Central Business District 3 South Business District	1 Townsend Hotel 1 Amtrack Rail Station	N/A
Southfield &14 Mile Driving into Downtown	8 Crestview 3 Central Lincoln 1 Southfield Road 4 Central Birmingham 13 Hidden Ravines	5 Chester Street Parking 7 Surface Lot 7	2 Central Business District	1 Historical Museum 3 Baldwin Library 1 Community House	3 Shain Park
West Lincoln & Cranbrook Driving into Downtown	8 Crestview 3 Central Lincoln 1 Southfield Road 4 Central Birmingham 13 Hidden Ravines 7 Coryell Park	5 Chester Street Parking 7 Surface Lot 7	2 Central Business District	1 Historical Museum 3 Baldwin Library 1 Community House	3 Shain Park

FIGURE 1.5.6: VEHICULAR DESTINATIONS - DOWNTOWN BIRMINGHAM



GRAPHIC GUIDELINES

2.0

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2.0 GRAPHIC GUIDELINES

2.1 OVERVIEW

Understanding the needs of the traveling public and how it will react to a system of graphic displays is as much a study of human behavior as it is a study of graphic design. In order to get the desired results from a sign system, a logical method of thinking on the part of city management, environmental graphic consultants, fabricators and designers must be employed.

It is important for signs to adhere to a basic guideline of copy styles and sizes, consistent terminology, recognizable and universally acceptable symbols and uniform colors for standard functions. Message content must be in layman's language, understandable by first-time as well as frequent travelers. This section covers key elements that impact the effectiveness of a signage system and overall wayfinding within the City of Birmingham.

This document attempts to highlight several ideas, but the primary goal is the development of ONE seamless and cohesive signage system. In order for this critical objective to be accomplished, design of new signs must take into consideration the overall impact. In order to be optimal, citizens and visitors should be presented with one consistent system from the roadways and walkways of the city. Designers must understand that their design in a specific area is but one piece in the overall signage puzzle. To guide all stages of development of the signage system it is necessary to envision what it can and should be. Without a unified vision the resulting system will likely become fragmented with less than expected results.

With this being said, there are several components that must come together to make-up an effective signage system. Consistency in the application and usage of each of these is paramount in the development of an optimal system. This section seeks to identify and set guidelines for these components as they relate to signage within the City of Birmingham. The following elements will be covered in general detail to help establish a consistent signage system:

- Font types, size relationships ,kerning, spacing
- Nomenclature and terminology
- Message hierarchy
- Color standards
- Arrow orientation and sizing
- Symbols
- Branding of particular elements
- Mounting requirements

2.1.1 GENERAL GUIDELINES

The following general guidelines should also be adhered to when developing any signage that will be a part of the overall wayfinding system within the City of Birmingham:

- Eliminate visual clutter by concentrating and organizing messages into fewer and more deliberate signs
- Visualize signage as a wayfinding highlight, interesting and pleasing in form and graphics
- Control and limit the diversity of signage materials and sign types
- Successfully integrate some elements of Birmingham's character within this style
- Utilize appropriately sized graphics
- Display limited, succinct and consistent nomenclature
- Be supported by international symbols as appropriate
- Streamline ADA seamlessly into signage
- Nomenclature, design styles, colors, typography, symbols and other design details should be appropriately consistent throughout all parts of the sign system
- The sign system should utilize a discreet family of sign types and maximize their use, while minimizing the use of non-standard sign types
- Identify and reserve a color palette exclusive for signage, and apply this in a limited and controlled fashion
- Enhance ease of wayfinding
- Focus on delivering the right message, in the right place, and at the right time
- Be harmonious with the history and environment of the city

2.2 TYPOGRAPHY

2.2.1 CAPITALIZATION

Aside from special decorative identification uses and certain regulatory signs, all sign word messages should be in initial uppercase followed by lowercase. The following should also be adhered to:

- As required by the Americans with Disabilities Act, all messages should be appropriately sized per viewing level and height of sign face from the ground
- For better legibility, lower case letters should have a lowercase "x" height that should be approximately two-thirds the height of the uppercase letter
- All words should be capitalized except for articles, prepositions and conjunctions
- A consistent capital letter height will be maintained when signs are used in sequence

2.2.2 TYPOGRAPHIC RESTRICTIONS

Typefaces or weights not described above should not be used within the City of Birmingham. Modification of letter shapes is prohibited. Condensed, extended, slanted, outlined or otherwise distorted type should not be used unless deemed appropriate for the sign type and it's intended message and audience.

2.2.3 LETTER SPACING

Unless otherwise indicated, all sign messages shall follow the vendor's normal or "kerned" letter spacing standards. Messages set according to the type vendor's letter spacing standards will not normally require adjustment. In some circumstances, modification of spacing between individual letter pairs may improve the appearance of a sign message. Designers are required to review sample messages for all sign projects and shall recommend spacing modifications where they can be shown to be advantageous. In these instances hand-kerning will be required to adjust spacing. Also, hand-kerning may be required on internally illuminated signs to prevent "halation." Note that messages on highway signage must be verified by a licensed traffic engineer for adequate spacing.

Reducing normal letter or word spacing (e.g. to fit a lengthy message within a restrictive layout area) should be avoided.

Punctuation marks, which relate to two letters should be spaced equally from both letters.

2.2.4 WORD SPACING

Word spacing between related words is normally ¾ (.75) times the capital letter height. (For example, a message using 4" cap letters will have 3" between words). (*See Figure 2.2.5*).

2.2.5 LINE SPACING

Line spacing shall be ½ (.50) times the cap letter height for words of a related message line. Spacing between unrelated message lines shall typically be 1 times the cap letter height. (*See Figure 2.2.6*).

2.2.6 TYPE SIZES

Standard type sizes will be listed for each specific sign type per each individual layout.

FIGURE 2.2.1: TYPEFACE - BELL GOTHIC BLACK BT

ABCDEFGHIJKLMN
OPQRSTUVWXYZ
abcdefghijklmn
opqrstuvwxyz
1 2 3 4 5 6 7 8 9 0
!@#$%^&*()/?'",.

FIGURE 2.2.2: TYPEFACE 2 - BELL GOTHIC BT BOLD

ABCDEFGHIJKLMN
OPQRSTUVWXYZ
abcdefghijklmn
opqrstuvwxyz
1 2 3 4 5 6 7 8 9 0
!@#$%^&*()/?'",.

FIGURE 2.2.3: TYPEFACE - NEW CALDONIA REGULAR

ABCDEFGHIJKLMN
OPQRSTUVWXYZ
abcdefghijklmn
opqrstuvwxyz
1 2 3 4 5 6 7 8 9 0
!@#$%^&*()/?'",.

FIGURE 2.2.4: TYPEFACE - CYGNET ROUND REGULAR

ABCDEFGHIJKLMN
OPQRSTUVWXYZ
abcdefghijklmn
opqrstuvwxyz
1 2 3 4 5 6 7 8 9 0
!@#$%&*()/?'",.

NOTE:

Refer to **Section 3.0: Sign Types** for correct usage of these typefaces to their corresponding sign type.

FIGURE 2.2.5: WORD SPACING

x = Letter Cap. Height

10% Increased Kerning

FIGURE 2.2.6: LINE SPACING

x = Letter Cap. Height

10% Increased Kerning

2.3 ARROWS/SYMBOLS

2.3.1 ARROWS

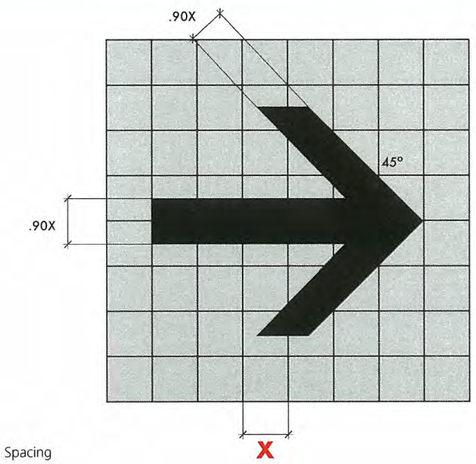
Arrow symbols used as directional elements are more flexible and require less sign layout space than messages. Careful review of sign layouts must be done in order to produce proper proportioning between arrows, messages, symbols and sign panel dimensions (*see Figure 2.3.1*).

The orientation and directional information that arrow symbols intend to convey is of equal importance to the consistent use of the recommended single style arrow. The arrow orientation to convey "straight ahead" is of particular interest. Either "up arrow" or the "down arrow" can be used. Once a method has been selected for the "straight ahead" arrow orientation, consistent application should be continued throughout the signage system. The following are a few guidelines for the use of arrows:

1. **Arrow Orientations/Applications** (*see Figures 2.3.2, 2.3.3*)
   - The standard arrow can be rendered in eight (8) different orientations. No alternate orientations are acceptable.
   - Roadway Signs: Arrow orientation should follow the guidelines provided in the Manual of Uniform Traffic Control Devices (MUTCD). Arrow position on overhead signs shall relate to the traffic lanes.
   - Exterior Signs: Arrow orientation should follow the guidelines provided in this section. Straight-ahead pedestrian movement should be indicated by upward-facing arrows, unless a downward-facing arrow can be shown to be clearly advantageous in a specific circumstance. Straight downward-facing arrows are normally reserved to indicate movement to a lower level.

2. **Arrow Layout** (*see Figure 2.3.4*)
   - The placement of arrows on sign faces should conform to the standard guidelines provided. Arrows may not be positioned in any other location on the sign face.
   - Arrows should not point into text. Left-facing arrows should be located on the left side of signs, and right-facing arrows should be located on the right side of signs. Upward-facing arrows are normally located closest to the flow of traffic.
   - Roadway Overhead Signs: Arrows should be held within a designated area along the lower edge of the message area. Arrows are normally positioned flush with the bottom edge of the designated arrow area.
   - Roadway Ground-Mount Signs: Arrows should be held within a designated vertical column along the left or right side of the message area.
   - Exterior Signs: Arrows should be held within a designated vertical column along the left or right side of the message area.

FIGURE 2.3.1: ARROW LAYOUT



X = Background Field Grid Spacing

FIGURE 2.3.2: ARROW ORIENTATIONS

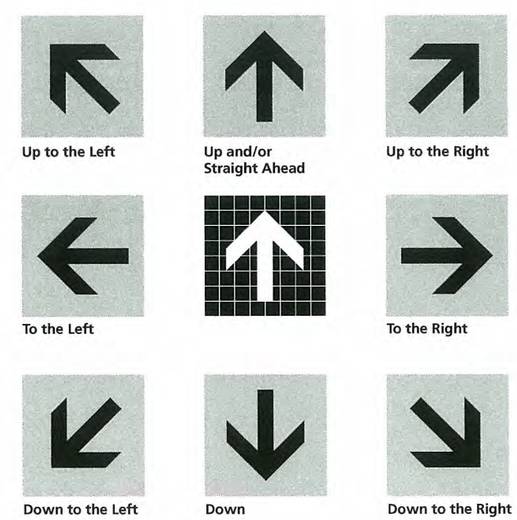
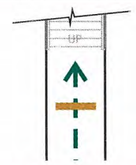
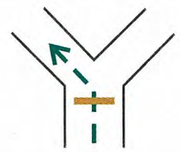
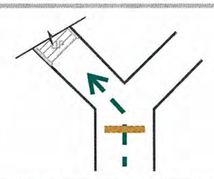
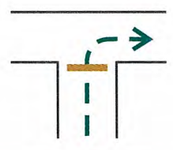
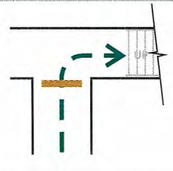


FIGURE 2.3.3: ARROW APPLICATIONS

ARROW ORIENTATION	LOCATION PLAN EXAMPLE	INTERPRETATION
↑		**Straight Ahead**
↑		**Up**
↖		**Ahead on Left**
↖		**Up on Left**
↗		**Ahead on Right**
↗		**Up on Right**

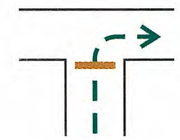
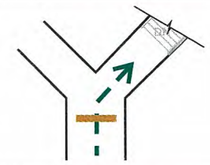
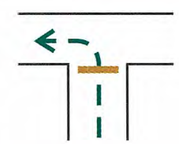
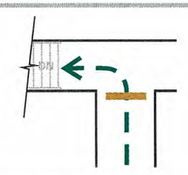
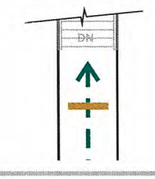
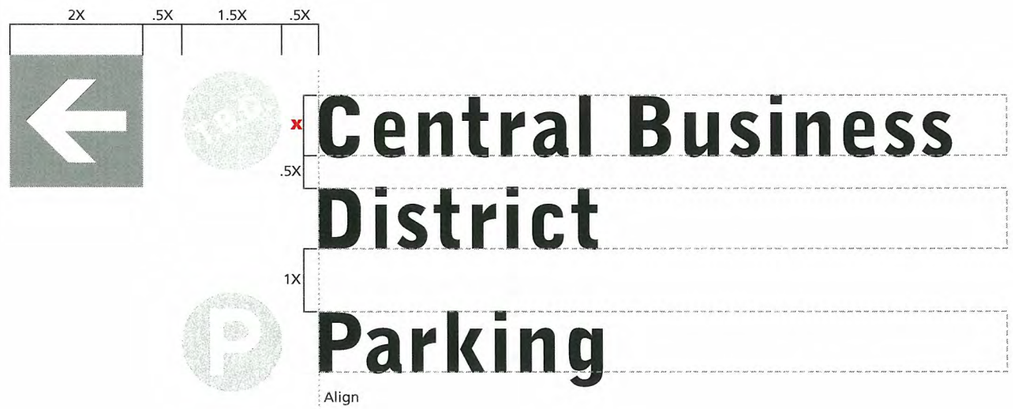
ARROW ORIENTATION	LOCATION PLAN EXAMPLE	INTERPRETATION
→		**Right**
↘		**Down on Right**
←		**Left**
↙		**Down on Left**
↓		**Down**

FIGURE 2.3.4: ARROW LAYOUT



x = Letter Cap. Height

10% Increased Kerning

2.3.2 SYMBOLS

In addition to arrows, the development of a cohesive bank of symbols is as critical to the creation of a comprehensive messaging system. These symbols must work in harmony with the messages, and with great consistency between different sign types.

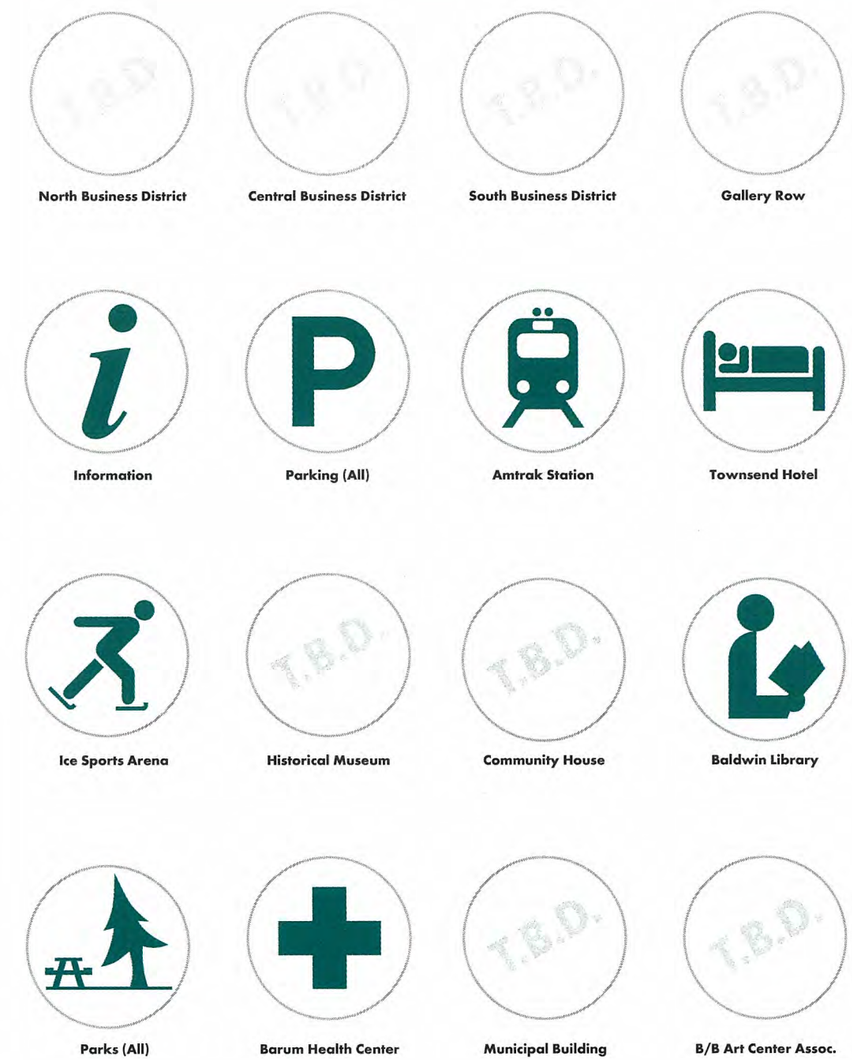
The American Institute of Graphic Arts (AIGA), under contract to the US Department of Transportation have long since developed a series of international symbols in an effort to provide the public with recognizable characters. Today there are more than 46 recognizable symbols available and additional symbols are being developed from time to time.

The following are a few guidelines in the use of symbols:

1. The use of short verbal messages along with symbols is more effective than the use of symbols alone.
2. To mix messages and symbols for relatively minor or secondary functions, activities or tenants with essential public messages and main directional information weakens the overall communication of the entire system.
3. Too many symbols or arrows at any one particular location can be counter- productive to the information being provided.

The following figure (*Figure 2.3.5*) details the initial list of acceptable symbols and their intended accompanying message..

FIGURE 2.3.5: SYMBOLS



SIGN TYPES

3.0

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	3.2 Pedestrian Directionals	18
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	3.4 City Identification	21
	3.5 Information Directories	23

VEHICULAR DIRECTIONALS

PRIMARY VEHICULAR DIRECTIONAL

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

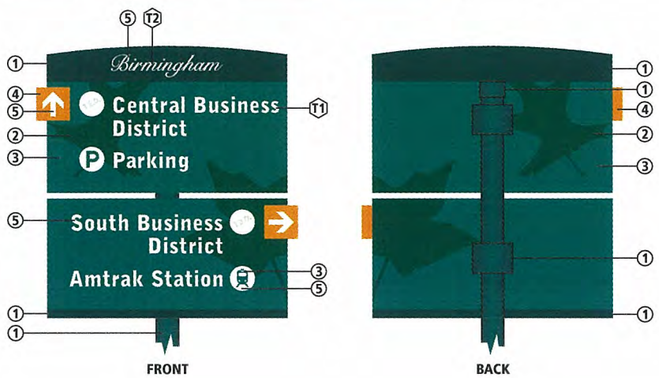
COLORS:

① PMS 627 ② PMS 5535 ③ PMS 554 ④ PMS 159 ⑤ White

TYPEFACES:

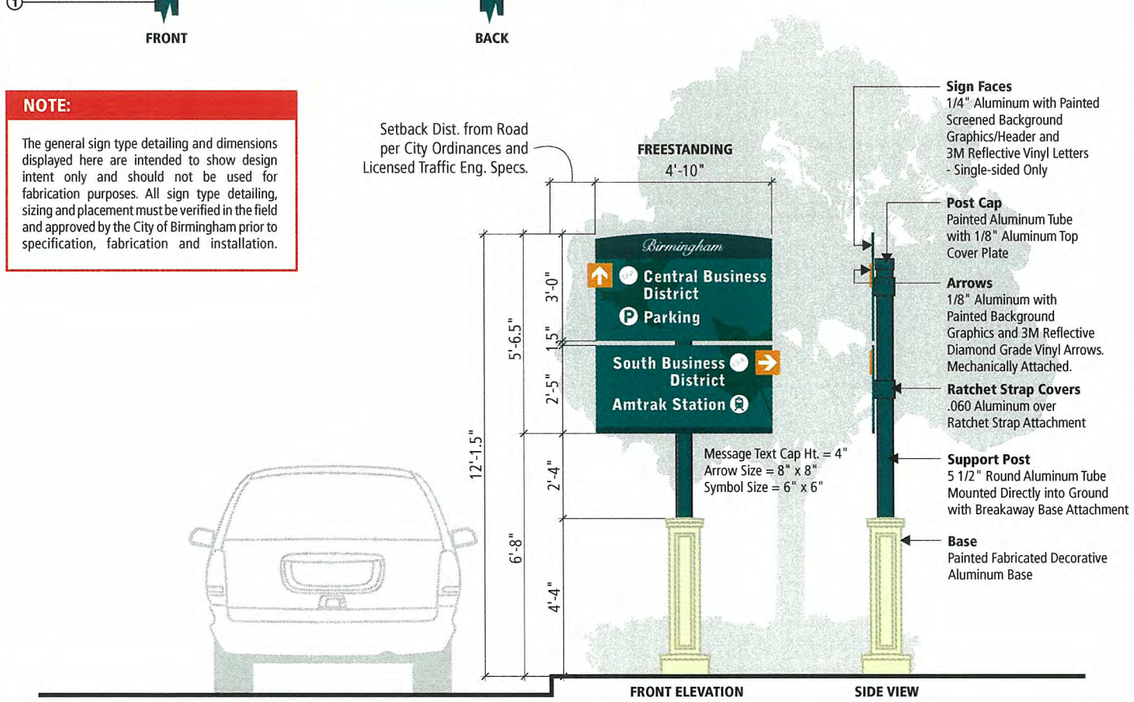
T1 Bell Gothic Black BT

T2 Cygnet Round Regular



NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.



SECONDARY VEHICULAR DIRECTIONAL

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

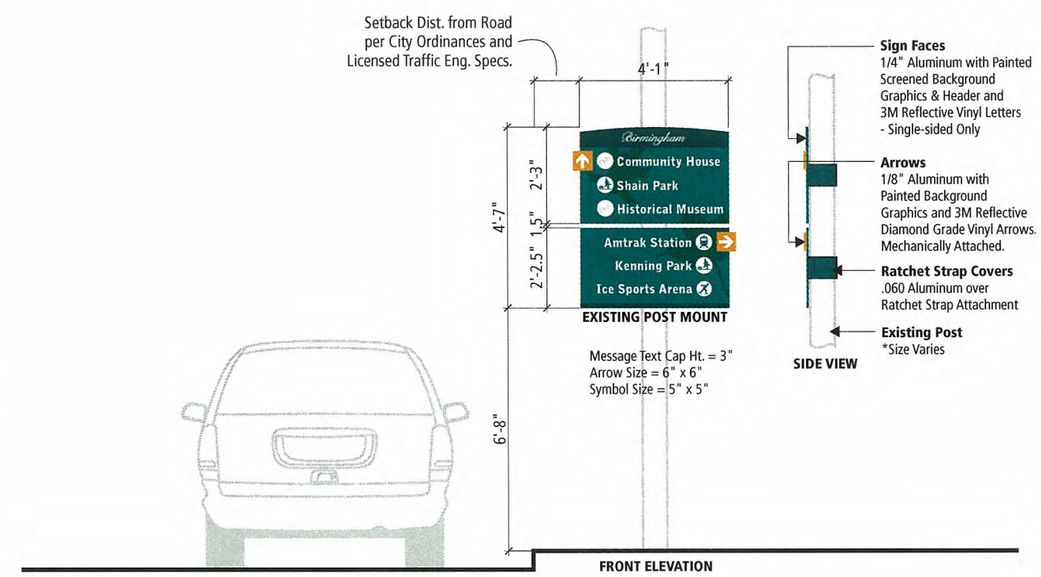
COLORS:

① PMS 627 ② PMS 5535 ③ PMS 554 ④ PMS 159 ⑤ White

TYPEFACES:

T1 Bell Gothic Black BT

T2 Cygnet Round Regular



PEDESTRIAN DIRECTIONALS

PEDESTRIAN DIRECTIONAL

SCALE: 3/8" = 1'-0"

COLORS:

① PMS 627 ② PMS 5535 ③ PMS 554 ④ PMS 159 ⑤ White

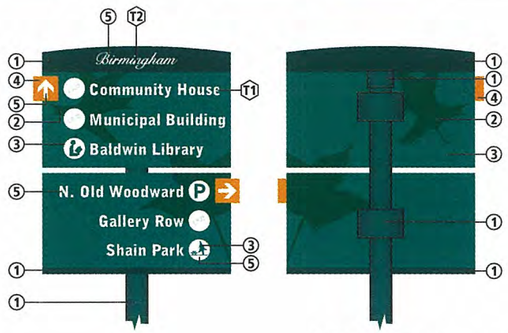
TYPEFACES:

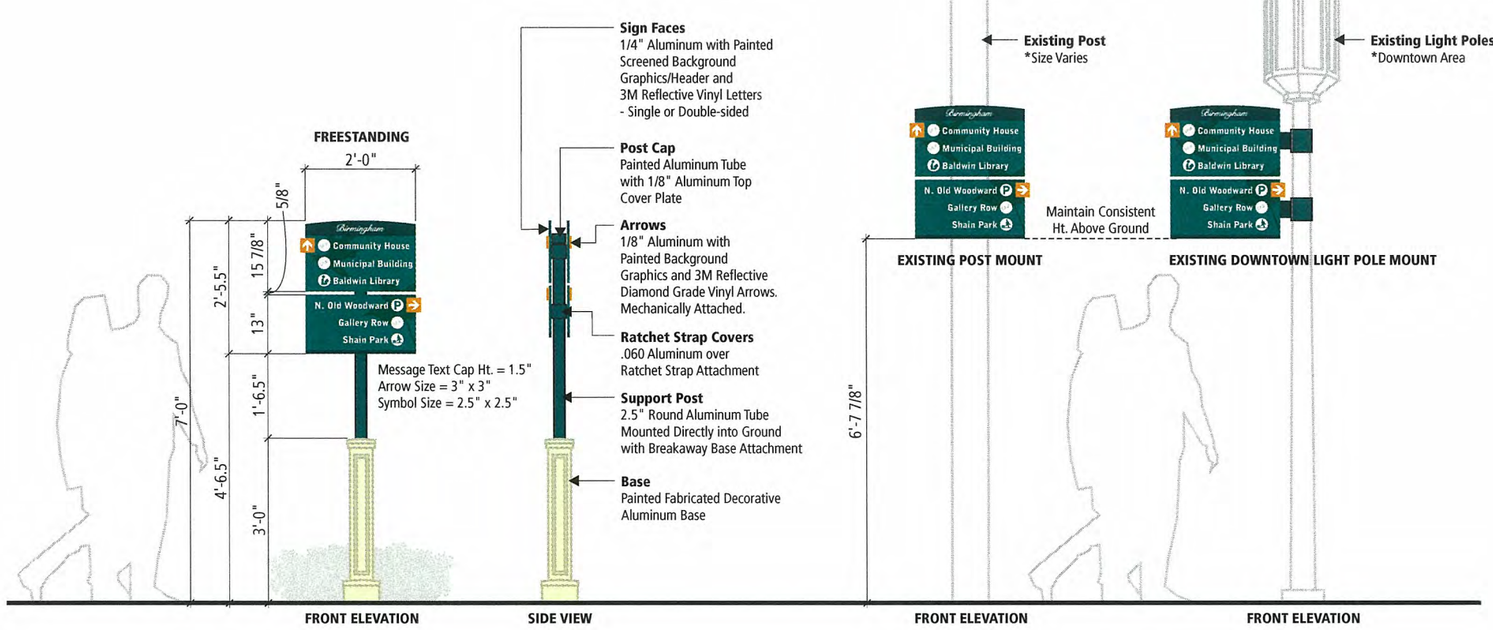
T1 Bell Gothic Black BT

T2 Cygnet Round Regular

NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.



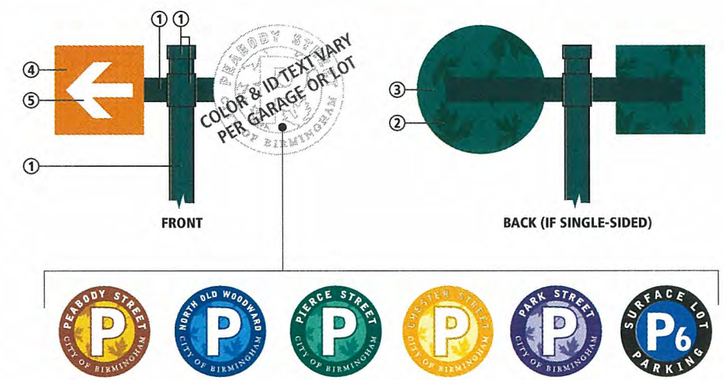


PARKING TRAILBLAZER

SCALE: 3/8" = 1'-0"

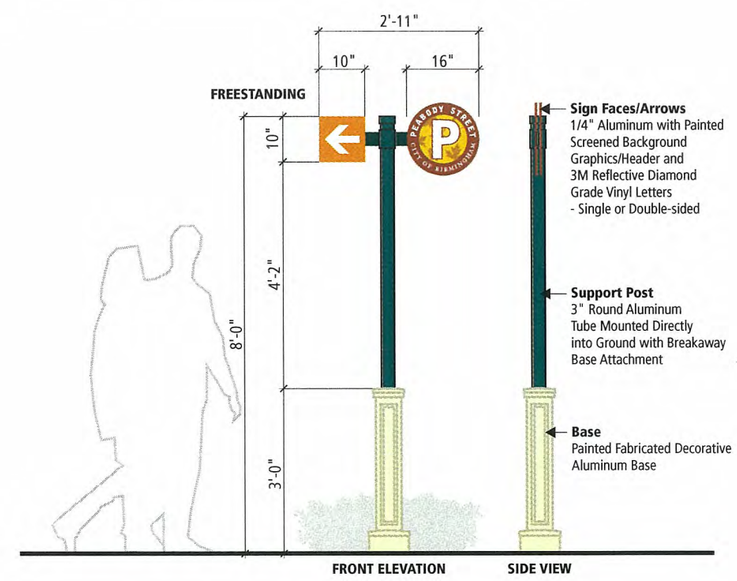
COLORS:

① PMS 627 ② PMS 5535 ③ PMS 554 ④ PMS 159 ⑤ White



PARKING GARAGE/SURFACE LOT IDENTIFICATION BUTTONS

*(See Parking Garage/Surface Lot Identification Detail Pages for Color Specifications)



PARKING IDENTIFICATION

PARKING GARAGE IDENTIFICATION

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

PEABODY STREET PARKING GARAGE COLORS:

1. PMS 483
2. PMS 470
3. PMS 131
4. White

TYPEFACES:

T1 Bell Gothic Black BT

T2 New Caldonia Regular

NOTE:

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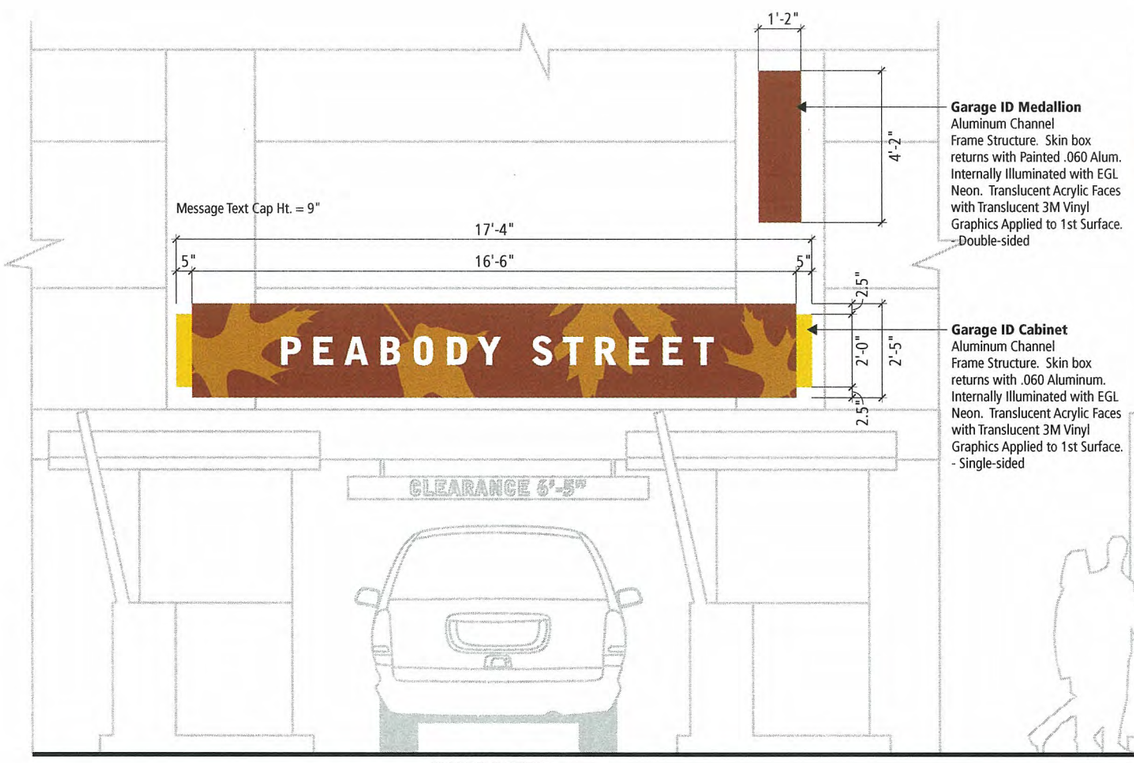
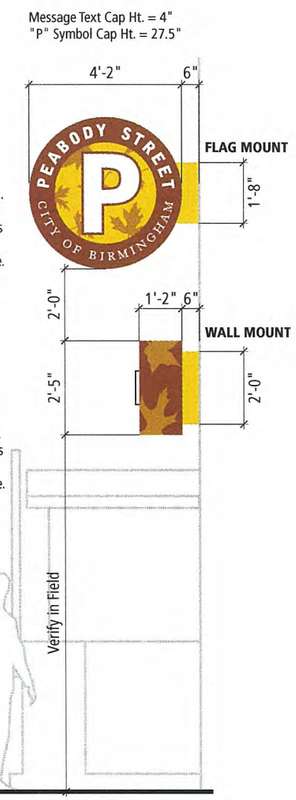


FRONT ELEVATION



SIDE VIEW

NORTH OLD WOODWARD PARKING GARAGE COLORS

1. PMS 648
2. PMS 2945
3. PMS 2925
4. White

TYPEFACES:

T1 Bell Gothic Black BT

T2 New Caldonia Regular

PIERCE STREET PARKING GARAGE COLORS

1. PMS 3435
2. PMS 3415
3. PMS 3405
4. White

TYPEFACES:

T1 Bell Gothic Black BT

T2 New Caldonia Regular

CHESTER STREET PARKING GARAGE COLORS

1. PMS 144
2. PMS 130
3. PMS 141
4. White

TYPEFACES:

T1 Bell Gothic Black BT

T2 New Caldonia Regular

PARK STREET PARKING GARAGE COLORS

1. PMS 669
2. PMS 668
3. PMS 666
4. White

TYPEFACES:

T1 Bell Gothic Black BT

T2 New Caldonia Regular

PARKING IDENTIFICATION

SURFACE LOT PARKING IDENTIFICATION

SCALE: 3/8" = 1'-0"

COLORS:

① PMS 627 ② Black ③ PMS 286 ④ PMS 2935 ⑤ White

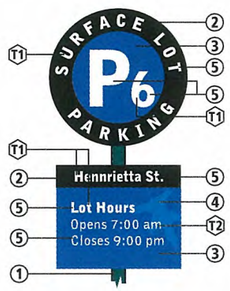
TYPEFACES:

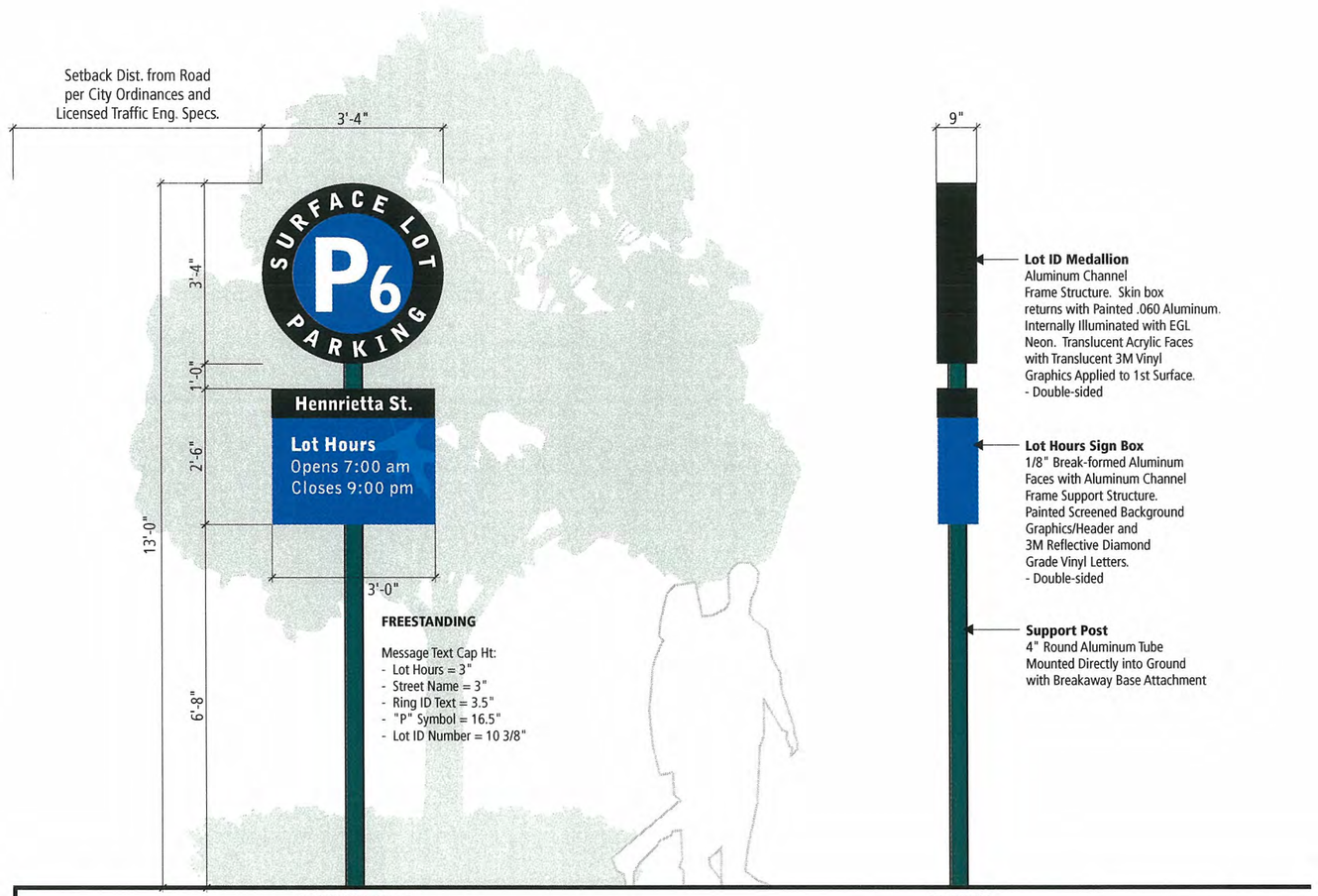
T1 Bell Gothic Black BT

T2 Bell Gothic BT Bold

NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.





NEIGHBORHOOD IDENTIFICATION

SCALE: 3/8" = 1'-0"

COLORS:

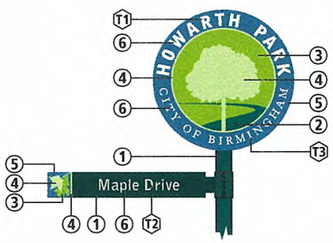
① PMS 627	② PMS 554	③ PMS 377	④ PMS 577	⑤ PMS 5405	⑥ White

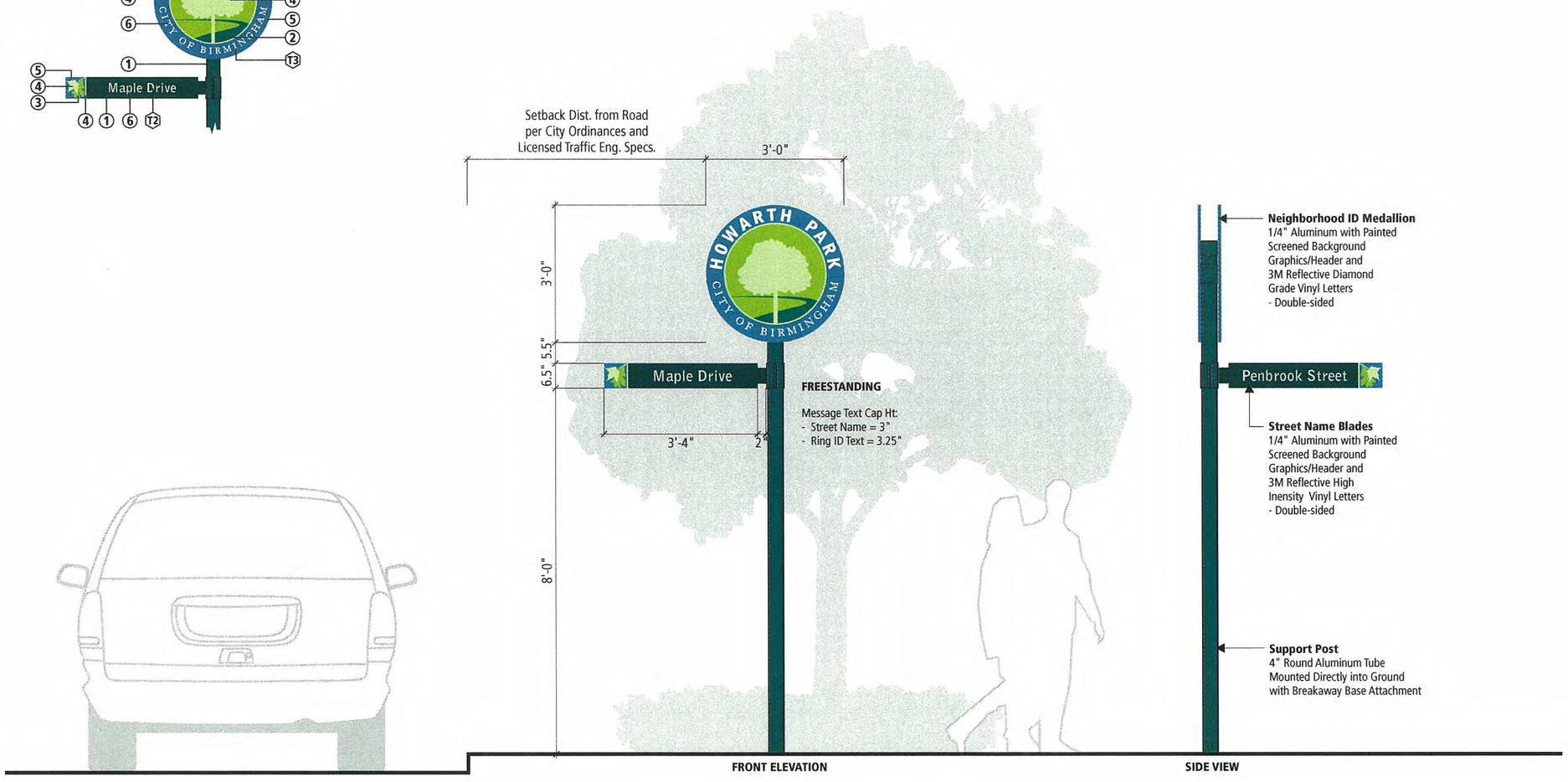
TYPEFACES:

- T1 Bell Gothic Black BT
- T2 Bell Gothic BT Bold
- T3 New Caldonia Regular

NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.





GATEWAY IDENTIFICATION

SCALE: 3/8" = 1'-0"

COLORS:

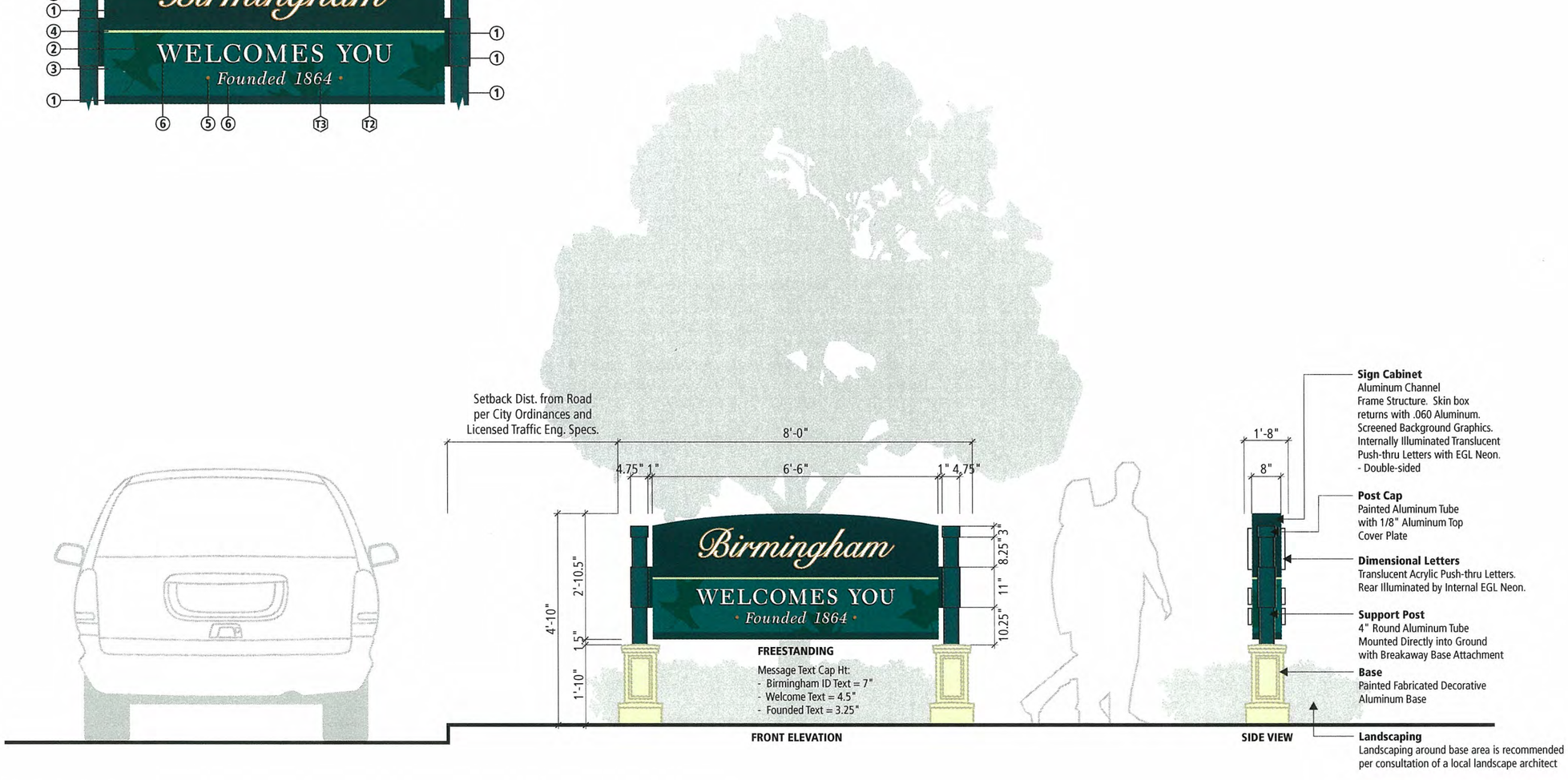
1. PMS 627
2. PMS 5535
3. PMS 554
4. PMS 577
5. Gold
6. White

TYPEFACES:

T1 Cygnet Round Regular
T2 New Caldonia Regular
T3 New Caldonia Regular Italic

NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.



INFORMATION DIRECTORIES

SCALE: 3/8" = 1'-0"

COLORS:

① PMS 627 ② PMS 5535 ③ PMS 554 ④ PMS 577 ⑤ White

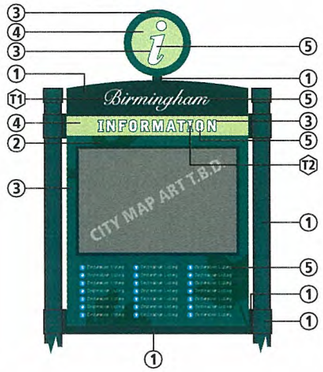
TYPEFACES:

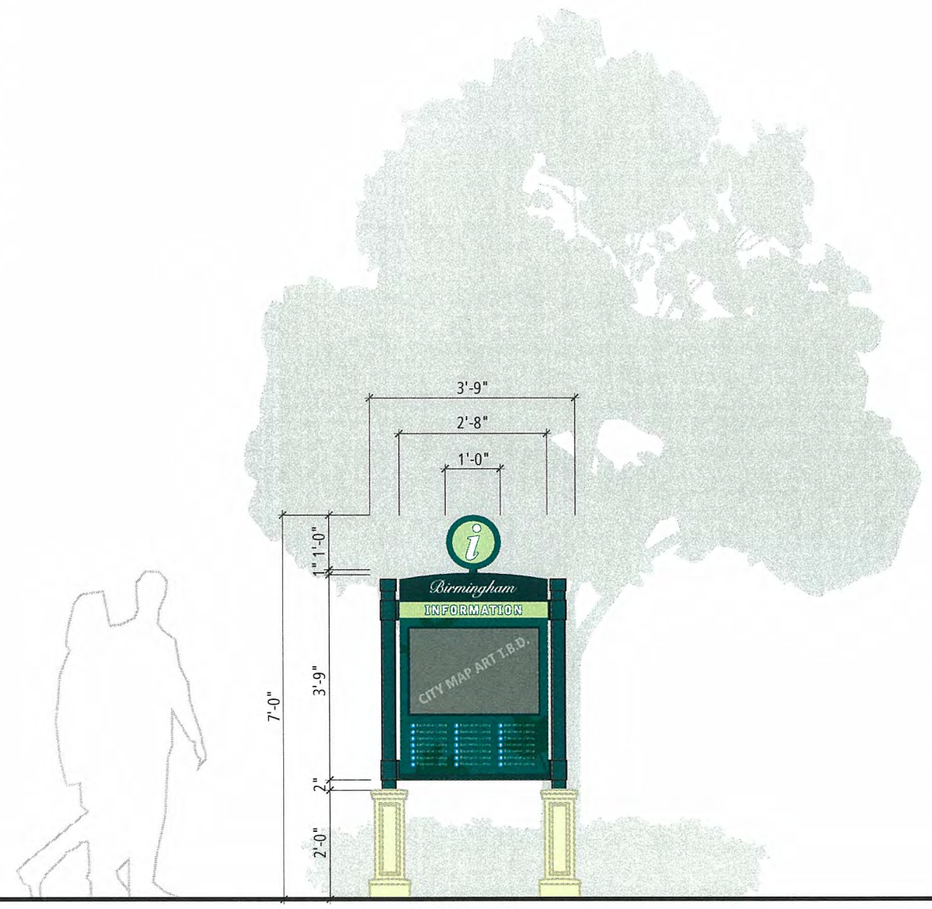
T1 Cygnet Round Regular

T2 Bell Gothic Black BT

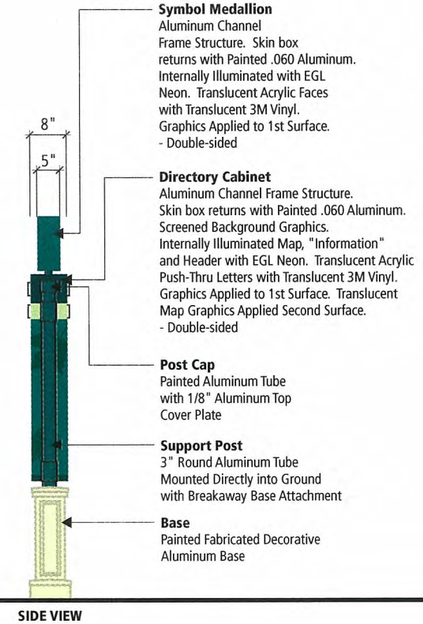
NOTE:

The general sign type detailing and dimensions displayed here are intended to show design intent only and should not be used for fabrication purposes. All sign type detailing, sizing and placement must be verified in the field and approved by the City of Birmingham prior to specification, fabrication and installation.





FRONT ELEVATION



SIDE VIEW

Symbol Medallion
Aluminum Channel Frame Structure. Skin box returns with Painted .060 Aluminum. Internally Illuminated with EGL Neon. Translucent Acrylic Faces with Translucent 3M Vinyl. Graphics Applied to 1st Surface.
- Double-sided

Directory Cabinet
Aluminum Channel Frame Structure. Skin box returns with Painted .060 Aluminum. Screened Background Graphics. Internally Illuminated Map, "Information" and Header with EGL Neon. Translucent Acrylic Push-Thru Letters with Translucent 3M Vinyl. Graphics Applied to 1st Surface. Translucent Map Graphics Applied Second Surface.
- Double-sided

Post Cap
Painted Aluminum Tube with 1/8" Aluminum Top Cover Plate

Support Post
3" Round Aluminum Tube Mounted Directly into Ground with Breakaway Base Attachment

Base
Painted Fabricated Decorative Aluminum Base

GENERAL SIGN LOCATIONS

4.0

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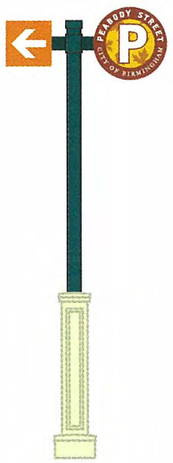
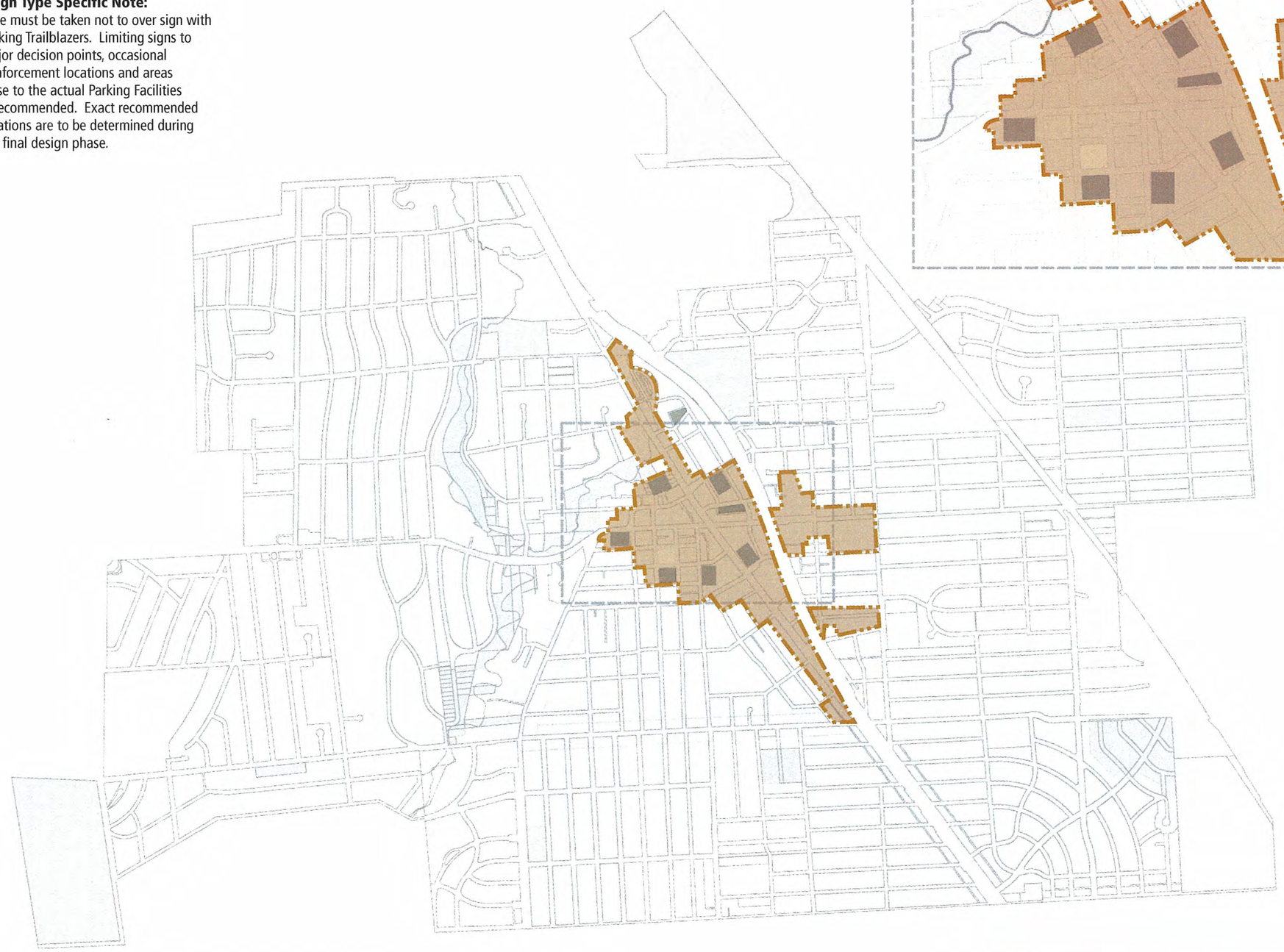
PARKING TRAILBLAZERS

NOTE:

General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.

***Sign Type Specific Note:**
Care must be taken not to over sign with Parking Trailblazers. Limiting signs to major decision points, occasional reinforcement locations and areas close to the actual Parking Facilities is recommended. Exact recommended locations are to be determined during the final design phase.





PARKING IDENTIFICATION: GARAGES

NOTE:

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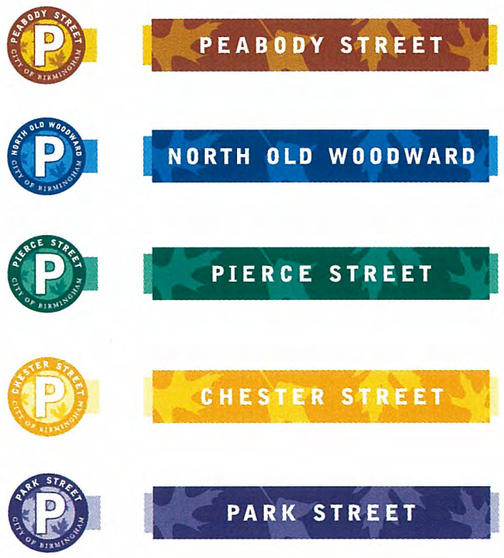
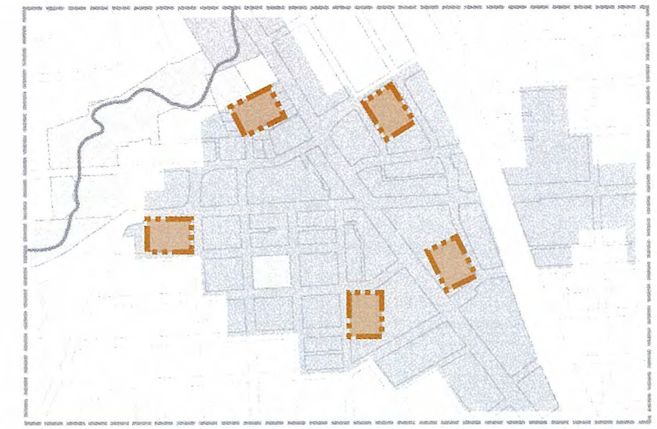
***Sign Type Specific Note:**
One set of signs located at major entrances into each Parking Garage is recommended. Exact recommended locations are to be determined during the final design phase.





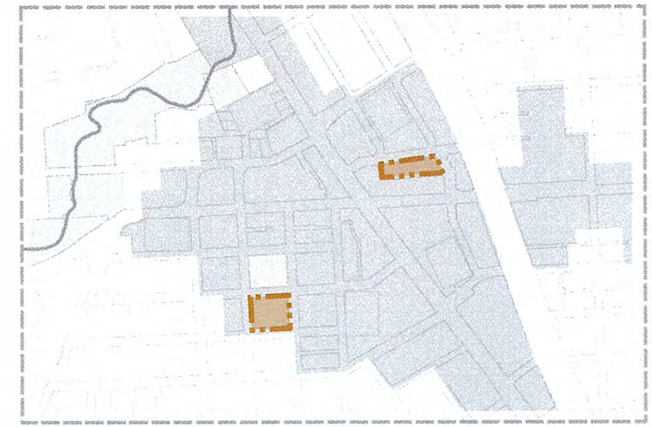
DOWNTOWN BIRMINGHAM

PARKING IDENTIFICATION: SURFACE LOTS

NOTE:

General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.

***Sign Type Specific Note:**
One sign located at major entrances into each Surface Lot is recommended. Exact recommended locations are to be determined during the final design phase.



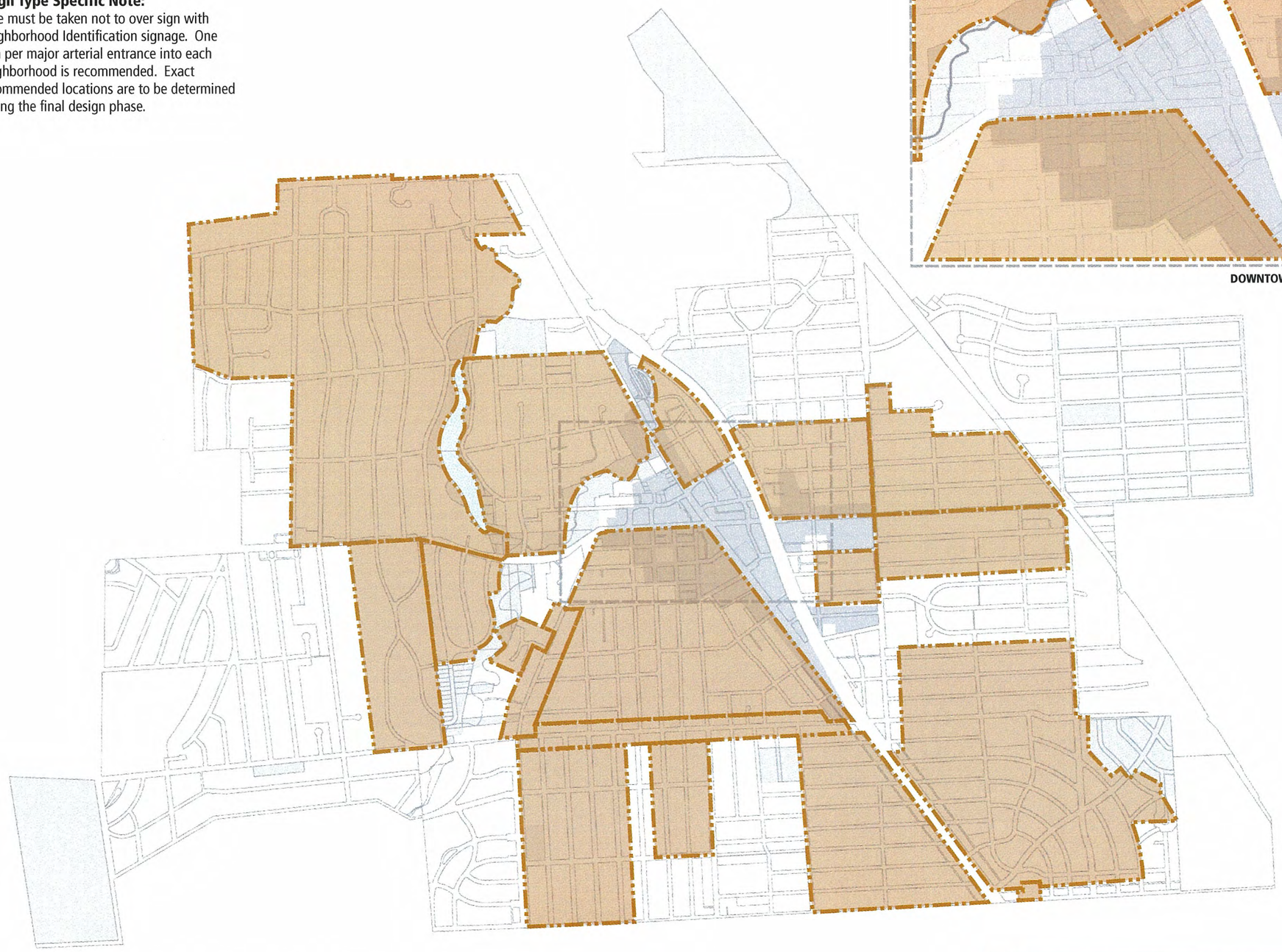
DOWNTOWN BIRMINGHAM

CITY IDENTIFICATION: NEIGHBORHOODS

NOTE:

General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.

***Sign Type Specific Note:**
Care must be taken not to over sign with Neighborhood Identification signage. One sign per major arterial entrance into each neighborhood is recommended. Exact recommended locations are to be determined during the final design phase.



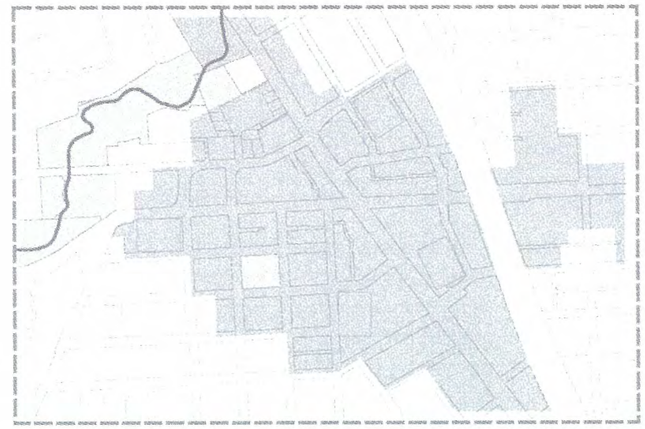
DOWNTOWN BIRMINGHAM

CITY IDENTIFICATION: GATEWAYS

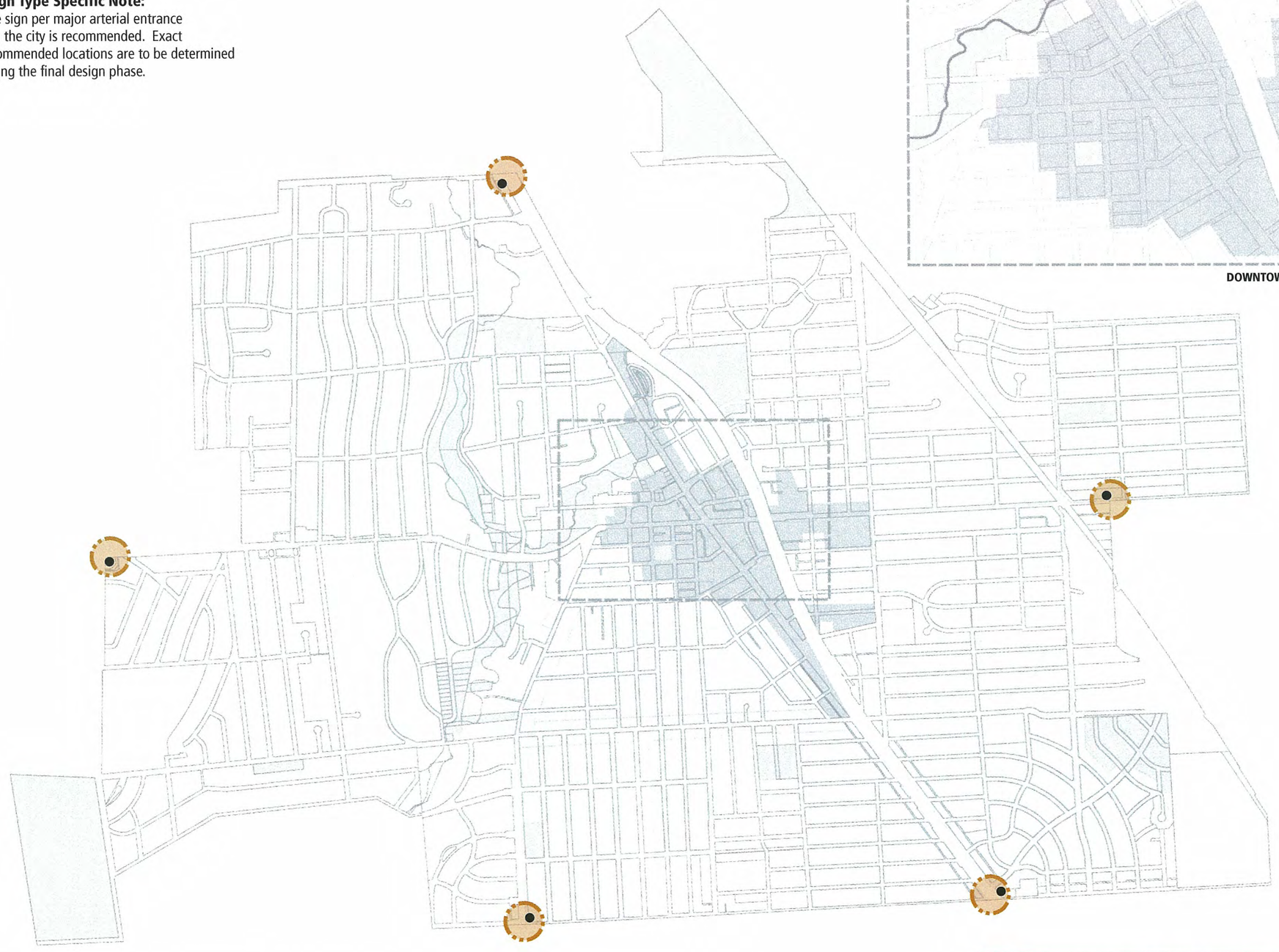
NOTE:

General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.

***Sign Type Specific Note:**
One sign per major arterial entrance into the city is recommended. Exact recommended locations are to be determined during the final design phase.



DOWNTOWN BIRMINGHAM



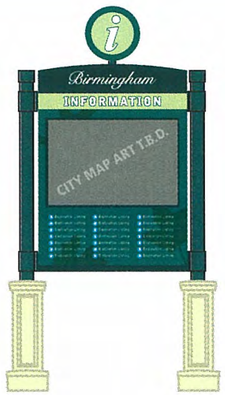
GENERAL LOCATIONS

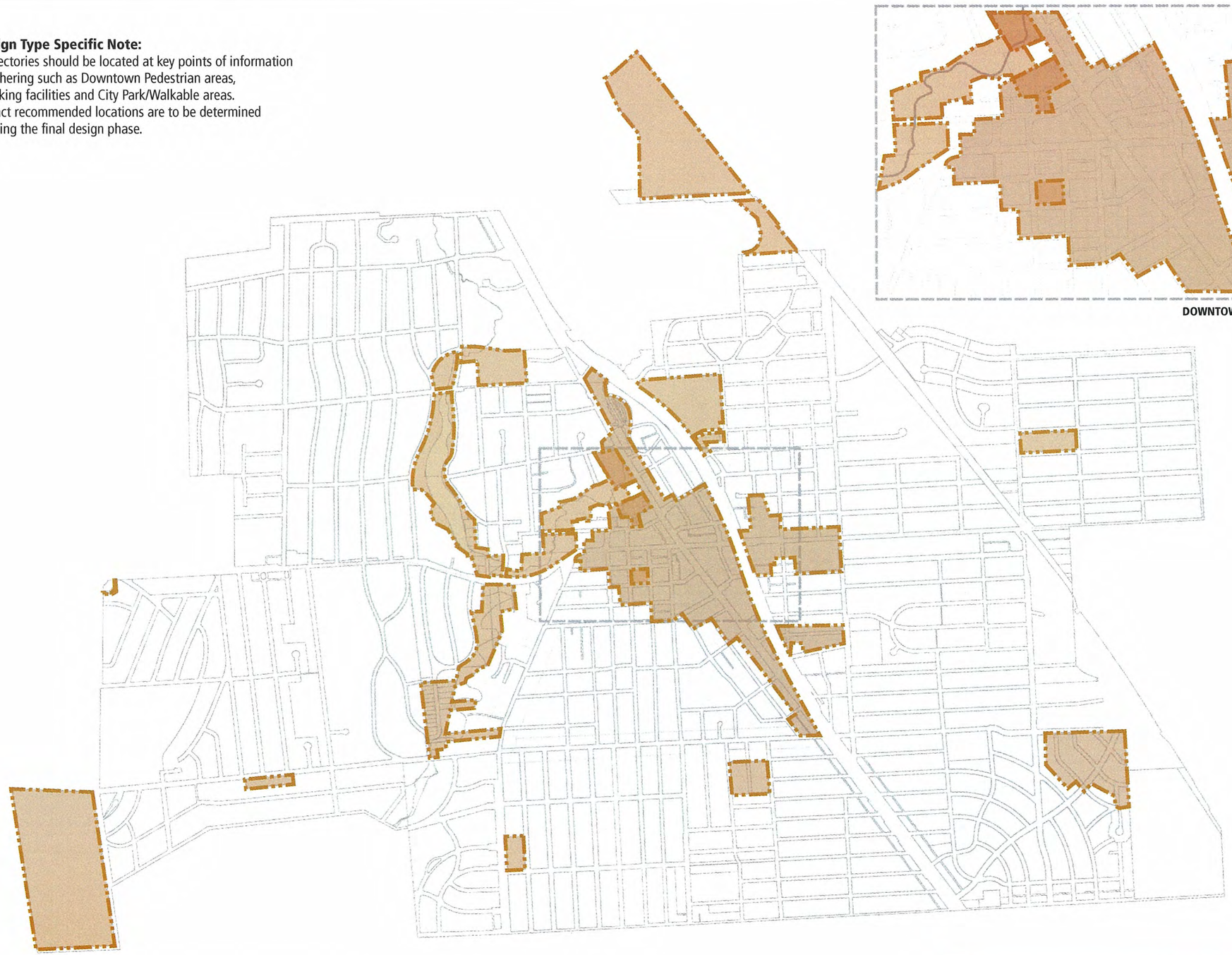
INFORMATION DIRECTORIES

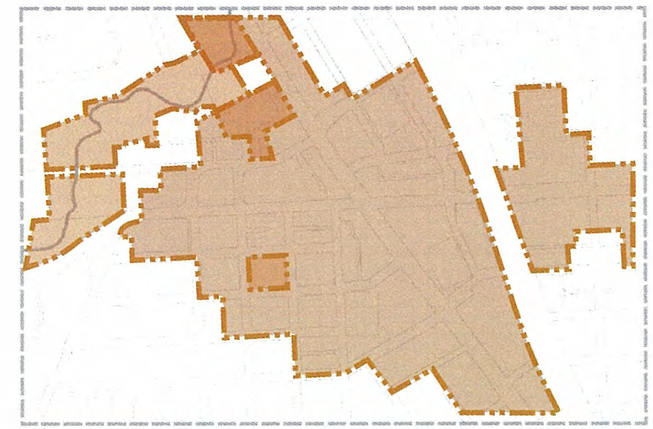
NOTE:

General sign locations shown here are for conceptual reference only and are intended to represent very rough general areas of sign placement. They should not be used for actual sign placement purposes. Because this is a conceptual reference, not all sign locations have been shown. A detailed survey must be created in order to determine precise sign locations, sign face orientations, mounting methods and arrow orientation / symbols / message text. Quantities and exact placements are to be determined during the final design phase. All sign placement locations must be verified in the field and approved by the City of Birmingham.

***Sign Type Specific Note:**
Directories should be located at key points of information gathering such as Downtown Pedestrian areas, Parking facilities and City Park/Walkable areas. Exact recommended locations are to be determined during the final design phase.







DOWNTOWN BIRMINGHAM

City of Birmingham
A Walkable Community

MEMORANDUM

Office of the City Manager

DATE: July 13, 2017

TO: Joseph A. Valentine, City Manager

FROM: Joellen Haines, Assistant to the City Manager

SUBJECT: Recommendation by the Ad Hoc Birmingham Brand Development Committee (BBDC) for a new Birmingham city logo

The Ad Hoc Birmingham Brand Development Committee (BBDC) was created July 22, 2016, to select and work with a design firm to assist in the process of filtering ideas for and recommending a new city logo. The Ad Hoc BBDC is comprised of one member from the Parks and Recreation Board, one member from the Birmingham Shopping District (BSD), one member from the Planning Board, two City Commissioners, and two at-large members drawn from different neighborhoods. The goal of the rebranding initiative is to establish a new brand (logo) that communicates Birmingham's image in a positive, evolving and refreshing way.

The Committee's first meeting took place Sept. 29, 2016, and McCann Detroit was selected October 17, 2016, to design a new city logo using the process determined by the City. This process involved having McCann conduct three stakeholder meetings which took place December 13, 14 and 15th, 2016. These meetings were designed to gather input about Birmingham from three core stakeholder groups, one representing residents, a second representing business owners, and a third representing current board or committee members. During these meetings, participants were asked a series of questions such as what Birmingham means to them, and what makes Birmingham different from other cities. As a follow up to these meetings, McCann provided a brief summary of this feedback in the attachment titled: "Diverse Stakeholders with Different Needs."

McCann presented their first designs to the Ad Hoc Committee on January 30, 2017, and the Committee held a total of nine public meetings, evaluating more than 50 logo designs. Toward the end of the process, the Committee directed McCann to focus on specific words to use as logo guideposts which included: Timeless/Classic, Distinctive/Unique, Fresh, Clean, Sophisticated/Refined. The Committee asked McCann to focus on the iconic historic side of Birmingham for inspiration, and eventually narrowed their logo selection down to three. They decided to vote on which design would be the one preferred design to recommend to the City Commission, with a second and third alternate.

On June 22, 2017, the final vote and recommendation for the Commission was for Logo #1 as their preferred recommendation, with Logo 2 and 3 as alternates in order of preference. The preferred Logo #1 uses an icon modelled after the Marshall Frederick's sculpture in Shain Park, along with the words "Birmingham" and "A Walkable City" tagline beneath the icon. The second choice was Logo #2, using the words only of Birmingham, with an elongated R, and tagline. The third choice was Logo #3, with a square icon resting above the word Birmingham, and

includes the tagline. See the attached designs marked Logo 1, Logo 2 and Logo 3. After identifying their first choice of Logo 1, the Ad Hoc Committee felt it would be beneficial for the City Commission to see the two alternates that came in second and third.

SUGGESTED RESOLUTION:

To approve Logo # 1 as the preferred logo by the Ad Hoc BBDC as the new Birmingham city logo,

Or,

To approve Logo ____ as the new Birmingham city logo.

DIVERSE STAKEHOLDERS WITH DIFFERENT NEEDS

RESIDENTS

- Sophisticated, professional, proud of their achievements, respectful, educated, many age ranges — but more mature, stylish, classic, progressive, open
- Friendly residents — you can say hello to anyone on the street — it doesn't matter who you are
- Close-knit, family-oriented community
- Active lifestyle, healthy, dog friendly — enjoy the many parks in the city
- See the city as quaint and charming

BUSINESSES

- Eclectic blend of businesses — restaurants, salons/spas, gift stores, art galleries, library, movie theaters, shops, grocery stores, technology, advertising, banking, doctors, lawyers, etc.
- Unique concepts and boutiques/individual proprietors — you will only find it here
- Birmingham is the perfect city to meet, network and ask people to come to
- City has stature and prestige — clients want to come to us

VISITORS

- Visit out of curiosity, come back for a treat
- Central place to meet with friends to shop, go to the movies or dine, exciting nightlife
- Perfect "date night" location
- See it as quiet, clean, safe (even at night)
- Enjoy the parks, recreation and community areas
- Viewed as walkable, but occassionally not pedestrian-friendly
- Viewed as unapproachable, elitist, pretentious by outsiders
- Tough to get in and out, traffic and parking are hurdles

BIRMINGHAM MEANS DIFFERENT THINGS TO DIFFERENT PEOPLE

LOGO GUIDEPOSTS

Timeless/Classic

Distinctive/Unique

Fresh

Clean

Sophisticated/Refined

BIRMINGHAM

A WALKABLE CITY

LOGO 1

LOGO 1

This logo is inspired by Birmingham resident Marshall Frederick's "Freedom of the Human Spirit" sculpture.

The distinctive icon captures the essence and energy of this focal point of Shain Park.

When combined with a classic font for the city name, and balanced with the simple tagline, this logo embodies the modern yet timeless nature of the city itself.

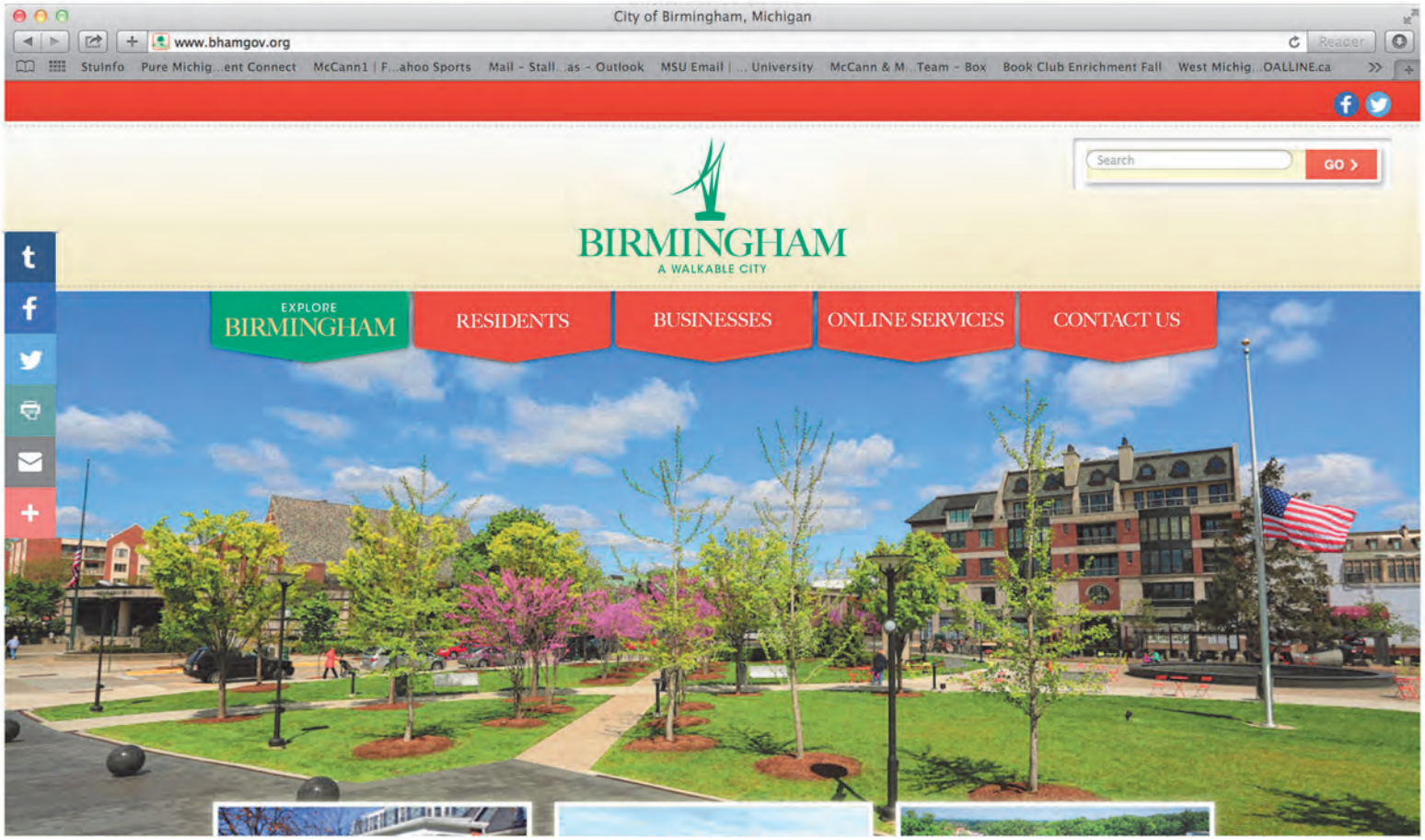
This logo is versatile. The elements can be used together, separately or arranged differently, depending upon the specific application.

BIRMINGHAM

A WALKABLE CITY

BIRMINGHAM

A WALKABLE CITY


City of Birmingham, Michigan
www.bhamgov.org
Reader
StuInfo
Pure Michig...ent Connect
McCann1 | F...ahoo Sports
Mail - Stall...as - Outlook
MSU Email | ... University
McCann & M...Team - Box
Book Club Enrichment Fall
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BUSINESSES
ONLINE SERVICES
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218
BIRMINGHAM

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A WALKABLE CITY
HOLLY JOHNSON | Director of Marketing
151 Martin Street
Birmingham, MI 48012 | 248.530.1800

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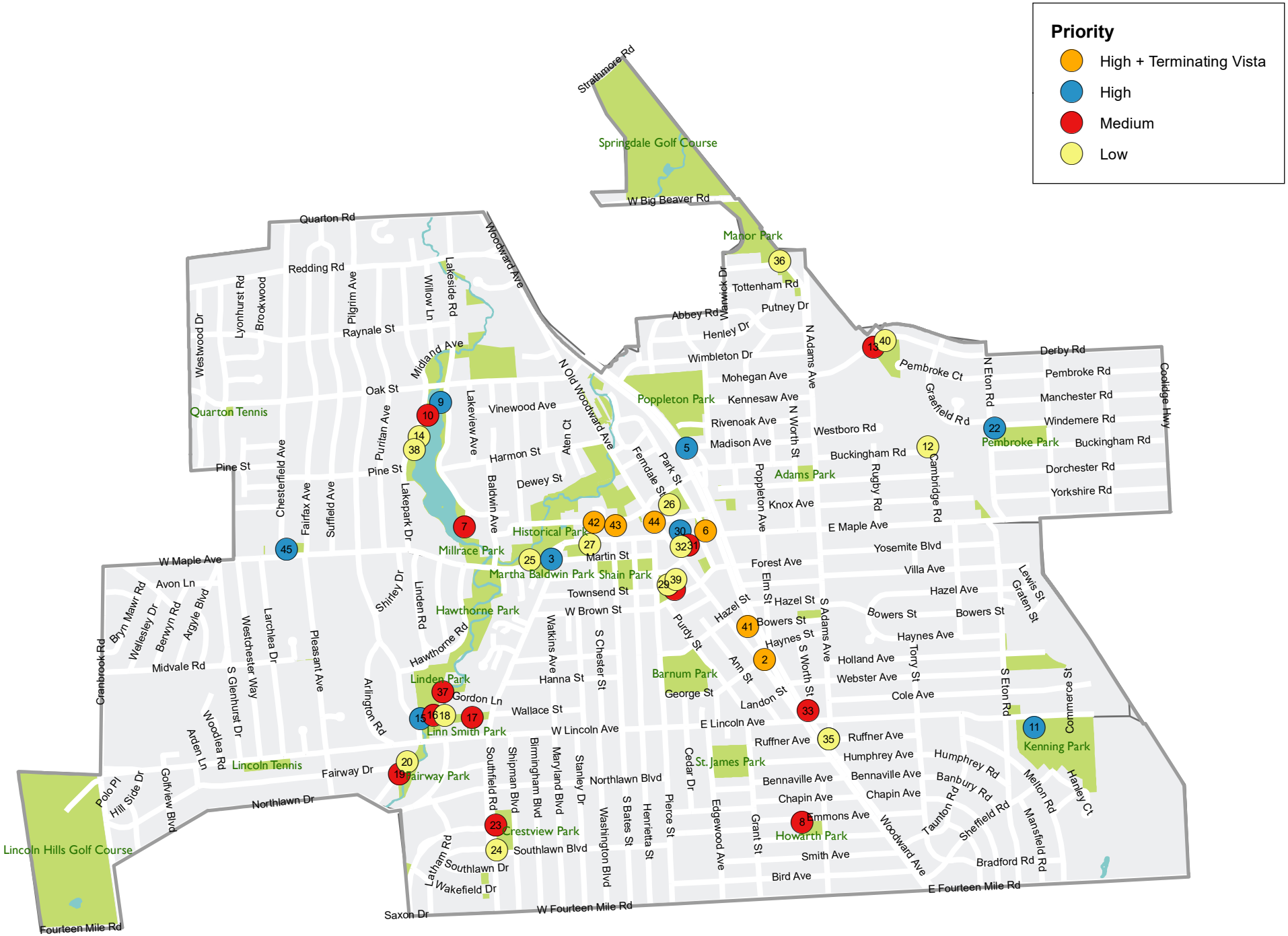
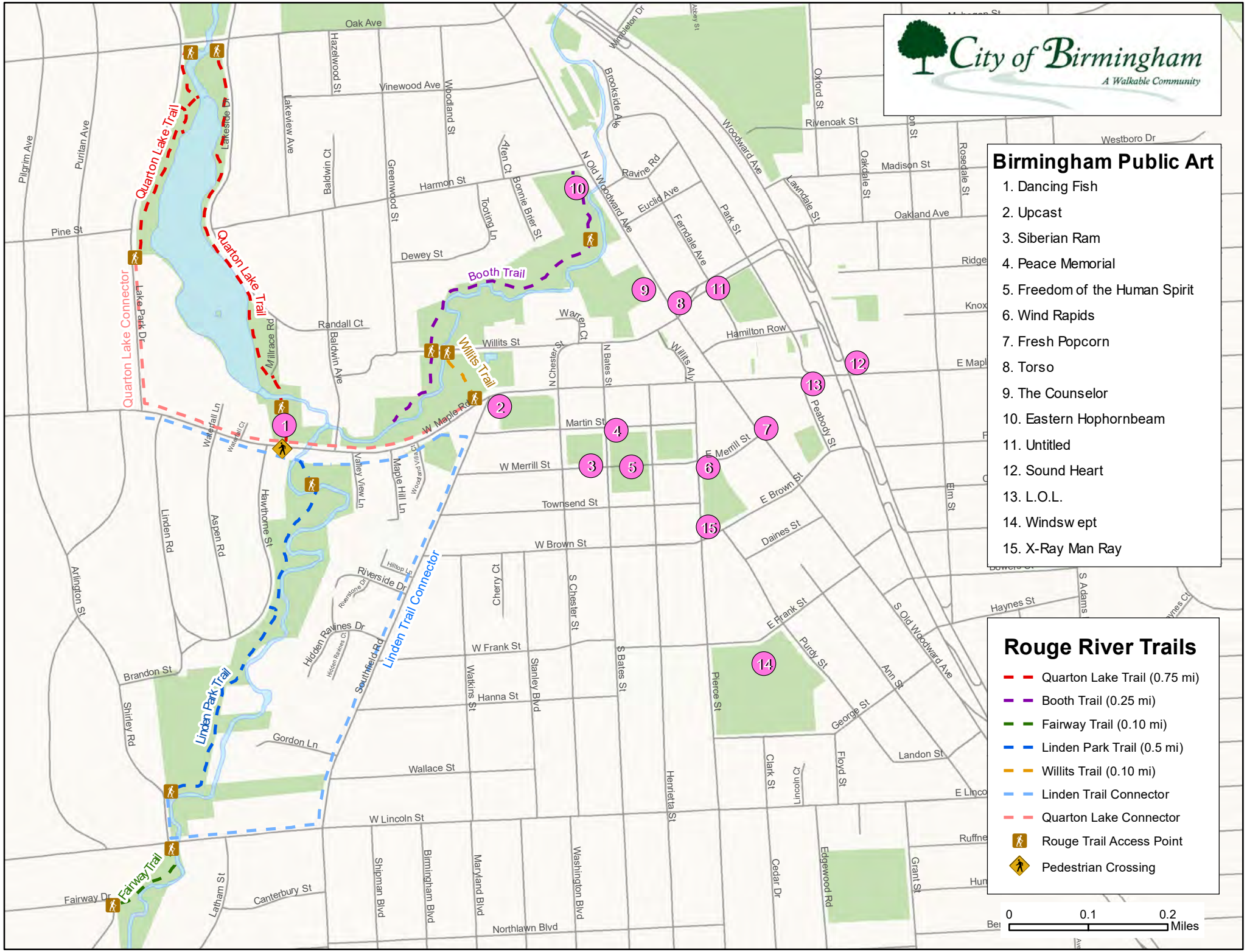
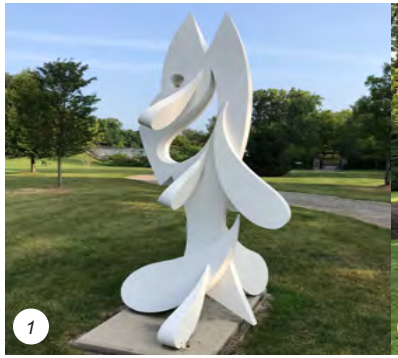
151 Martin Street | Birmingham, MI 48012 | 248.530.1800

BIRMINGHAM

City of Birmingham Prequalified Public Art Locations

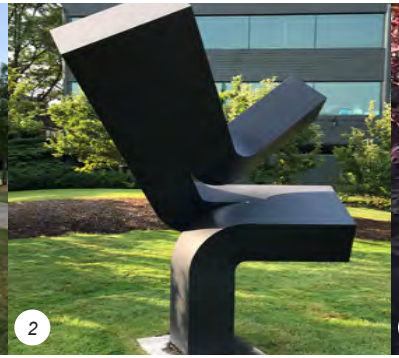



City of Birmingham
A Walkable Community
Birmingham Public Art
1. Dancing Fish
2. Upcast
3. Siberian Ram
4. Peace Memorial
5. Freedom of the Human Spirit
6. Wind Rapids
7. Fresh Popcorn
8. Torso
9. The Counselor
10. Eastern Hophornbeam
11. Untitled
12. Sound Heart
13. L.O.L.
14. Windsw ept
15. X-Ray Man Ray
Rouge River Trails
Quarton Lake Trail (0.75 mi)
Booth Trail (0.25 mi)
Fairway Trail (0.10 mi)
Linden Park Trail (0.5 mi)
Willits Trail (0.10 mi)
Linden Trail Connector
Quarton Lake Connector
Rouge Trail Access Point
Pedestrian Crossing
0
0.1
0.2
Miles
Quarton Lake Trail
Quarton Lake Connector
Booth Trail
Willits Trail
Linden Trail Connector
Linden Park Trail
Fairway Trail
Oak Ave
Vinewood Ave
Harmon St
Dewey St
Randall Ct
Willits St
W Maple Rd
Martin St
W Merrill St
E Merrill St
Townsend St
W Brown St
E Brown St
Daines St
Riverside Dr
Hidden Ravines Dr
W Frank St
E Frank St
Hanna St
Gordon Ln
Wallace St
W Lincoln St
Brandon St
Pine St
Rivenoak St
Madison St
Oakland Ave
Hamilton Row
Westboro Dr
Haynes St
Purdy St
George St
Landon St
Canterbury St
Northlawn Blvd
Fairway Dr
Pilgrim Ave
Puritan Ave
Lakeside Dr
Lakeview Ave
Hazelwood St
Woodland St
Greenwood St
Baldwin Ct
Baldwin Ave
Tooting Ln
Bonnie Brier St
Allen Ct
N Old Woodward Ave
Brookside Ave
Ravine Rd
Euclid Ave
Ferndale Ave
Park St
Woodward Ave
Oxford St
Oakdale St
Rosedale St
Lawndale St
Willits Ally
N Chester St
N Bates St
Warren Ct
Peabody St
Elm St
S Adams
S Old Woodward Ave
Ann St
Floyd St
Lincoln Ct
Clark St
Pierce St
Henrietta St
S Bates St
S Chester St
Cherry Ct
Stanley Blvd
Watkins St
Southfield Rd
Hilltop Ln
Riverstone Dr
Hidden Ravines Ct
Valley View Ln
Maple Hill Ln
Woodland Way
Waterfall Ln
Waterfall Ct
Willrace Rd
Lake Park Dr
Hawthorne St
Aspen Rd
Linden Rd
Arlington St
Shirley Rd
Latham St
Shipman Blvd
Birmingham Blvd
Maryland Blvd
Washington Blvd
Cedar Dr
Edgewood Rd
Grant St
Ruffner
Hunter
Bennett
Abbey St
Whipbleton Dr



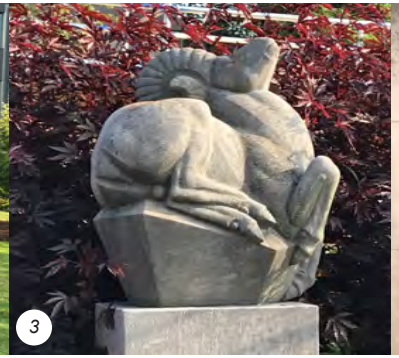
1

Dancing Fish
James Clover (b.1938)
Painted aluminum, 1993
Donated by the Artist, 2007
Quarton Lake Park



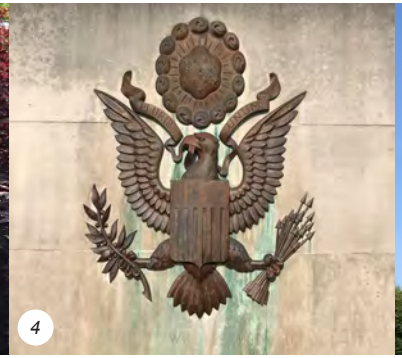
2

Upcast
Clement Meadmore (b.1929 - 2005)
Bronze, 1987
Donated by Frederick A & Barbara M. Erb, 2007
Avenue



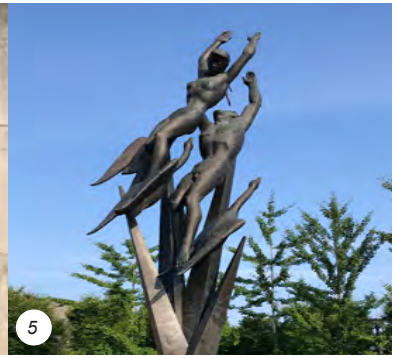
3

Siberian Ram
Marshall M. Fredericks (b.1908-1998)
Limestone
Donated by Fidelity Bank, 1966
Baldwin Public Library



4

Peace Memorial
Marshall M. Fredericks (b.1908-1998)
Bronze relief, white Indiana limestone, 1951
Donated by Birmingham Rotary Club, 1952
Shain Park – Merrill Plaza

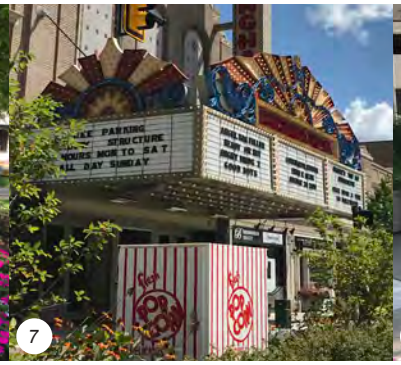


5

Freedom of the Human Spirit
Marshall M. Fredericks (b.1908-1998)
Bronze, 1983
Community Gift in Honor of the 50th Anniversary
Shain Park – Merrill Plaza

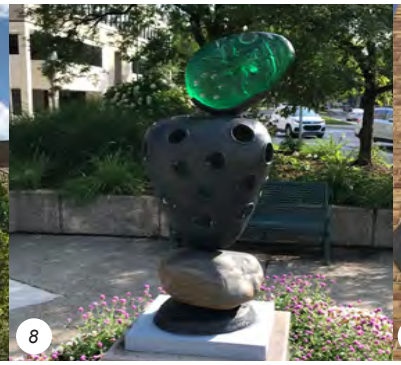
6

Wind Rapids
Russell Thayer (b. 1934)
Aluminum, 2006
Donated by the Artist, 2017
North side of Pierce Street parking structure



7

Fresh Popcorn
John and Anne Ritchie
Electrical Box, 2019
Public Arts Board recomendation, 2019
North Old Woodward amd Merrill



8

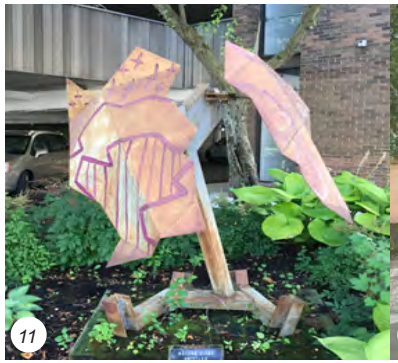
Torso
Herb Babcock (b.1946)
Cast glass, bronze, Michigan stone, 2005
On loan from the Artist, 2008
North Old Woodward and Oakland

9

The Counselor
Christopher Yockey (b. 1976)
Painted steel, 2008
City of Birmingham purchase, 2019
East face of N. Old Woodward parking structure

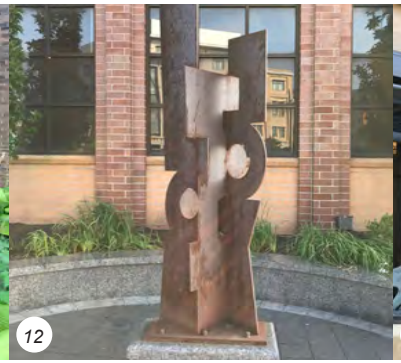
10

Eastern Hophornbeam
Robert Lobe (b. 1945)
Hammered and tempered aluminum, 1993
On loan from the Artist, 2019
Booth Park



11

Untitled #2
Nathan Diana (b.1974)
Painted steel, 2008
On loan from the Artist, 2008
Southeast corner, Oakland Ave. and Ferndale

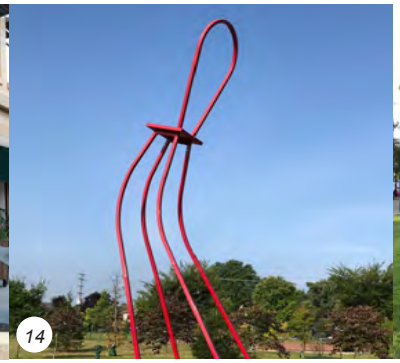


12

Sound Heart
Jay Lefkowitz (b. 1952)
Corten streel, 1989
Donated by Christina and Richard Heidrich in 2015
Maple Road and Woodward Avenue

13

L.O.L.
Kirk Newman, (b. 1926 - 2017)
Bronze, 2013
On loan from the Catalyst Development Co.
Maple Road and Peabody Street



14

Windswept
Gary Kulak (b. 1953)
Powder coated steel, 2014
On loan from the Artist, 2018
Barnum Park

15

X-Ray ManRay
Terry Lee Dill (b.1950)
Poly-Glass and Steel, 2005
Donated by Dr. Mark Berman in 2010
Northeast corner of Brown and Pierce w

Terminating Vistas in Downtown Birmingham

A Report by the Birmingham Public Arts Board

August 24th, 2020

Report Summary

On May 20th, 2019 The Birmingham Public Arts Board was asked by City Commission to evaluate ways to enhance Terminating Vistas in Birmingham's downtown through the use of Public Art.

The concept of Terminating Vistas having enhanced design features was first introduced to the City in the Downtown Birmingham 2016 Plan and the designated locations were approved as a part of the Downtown Overlay District in 1997.

Terminated Vistas are defined in the Zoning Ordinance as *"a building or structure, or a portion thereof, as designated on the Regulating Plan, that terminates a view with architectural features of enhanced character and visibility"* (Section 9.02 Definitions).

Section 3.04(E)(15) of the Downtown Overlay Standards states that "*any building that terminates a view, as designated on the Regulating Plan, shall provide distinct and prominent architectural features of enhanced character and visibility, which reflect the importance of the building's location and create a positive visual landmark."*

The Downtown Overlay Zoning Districts Map has designated 20 locations as Terminating Vistas. The Birmingham Public Arts Board used these locations as a guide to evaluate Terminating Vistas and make recommendations relative to ways in which public art may help enhance the City's Terminating Vistas. Recommendations for prominent intersections that could benefit from enhanced design features were also made.

The Public Arts Board evaluated various types of public art that could be placed in Terminating Vistas such as sculptures, furniture, artistic utilities, landscaping and murals. Current City policy affecting the review process and installation process was also considered and recommendations were made regarding City standard furniture, landscaping, utilities and signage policy.

Lastly, the Public Arts Board evaluated City policy impacting the installation process of public art and has provided policy recommendations to assist in the implementation of the public art recommendations.

RECOMMENDATION SUMMARY

1.) Use public art such as sculptures, artistic furniture, artistic utilities, landscaping and wall art to enhance the City's Terminating Vistas.

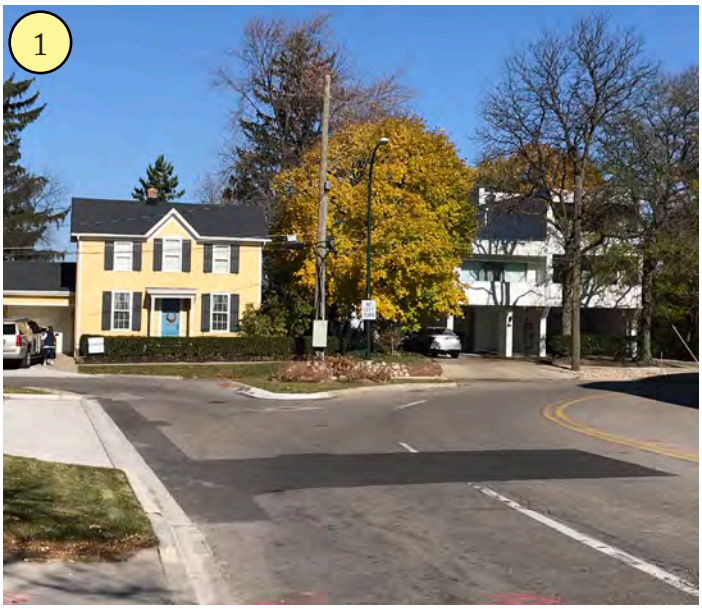
2.) Revise the sculpture installation process to incentivize sculptures on loan and to make the installation process more efficient for artists and City staff.

3.) Revise City policy towards City-standard benches, light poles, landscaping and utility boxes to permit an occasional artistic variation.

4.) Amend the sign ordinance and create a new design review policy to allow murals to be placed on the exterior of buildings.

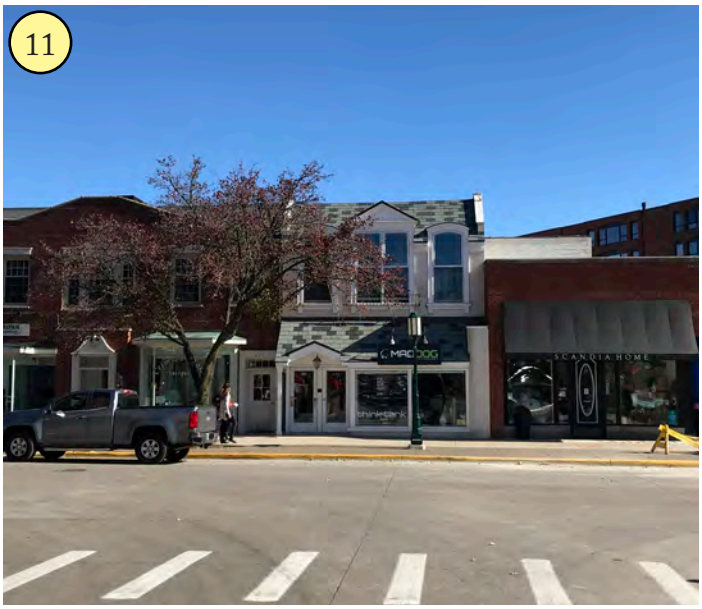
5.) Create a public notification process for art in public spaces.

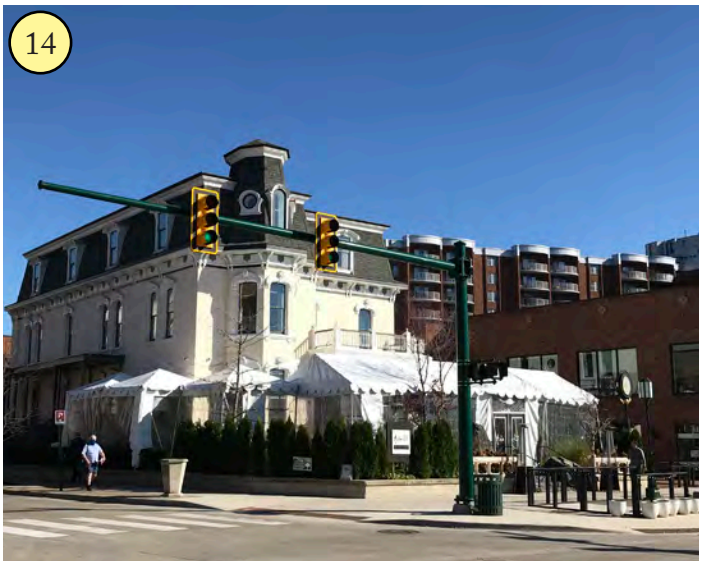
Terminating Vista Locations in Birmingham



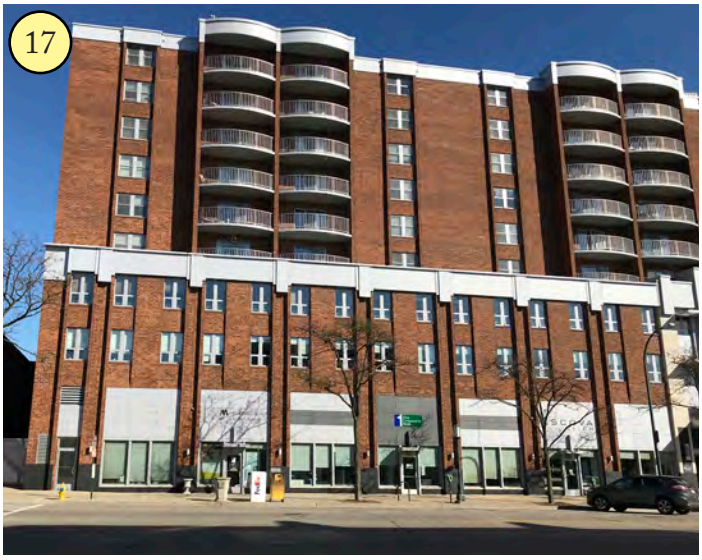
Terminating Vista Locations in Birmingham

Terminating Vista Locations in Birmingham





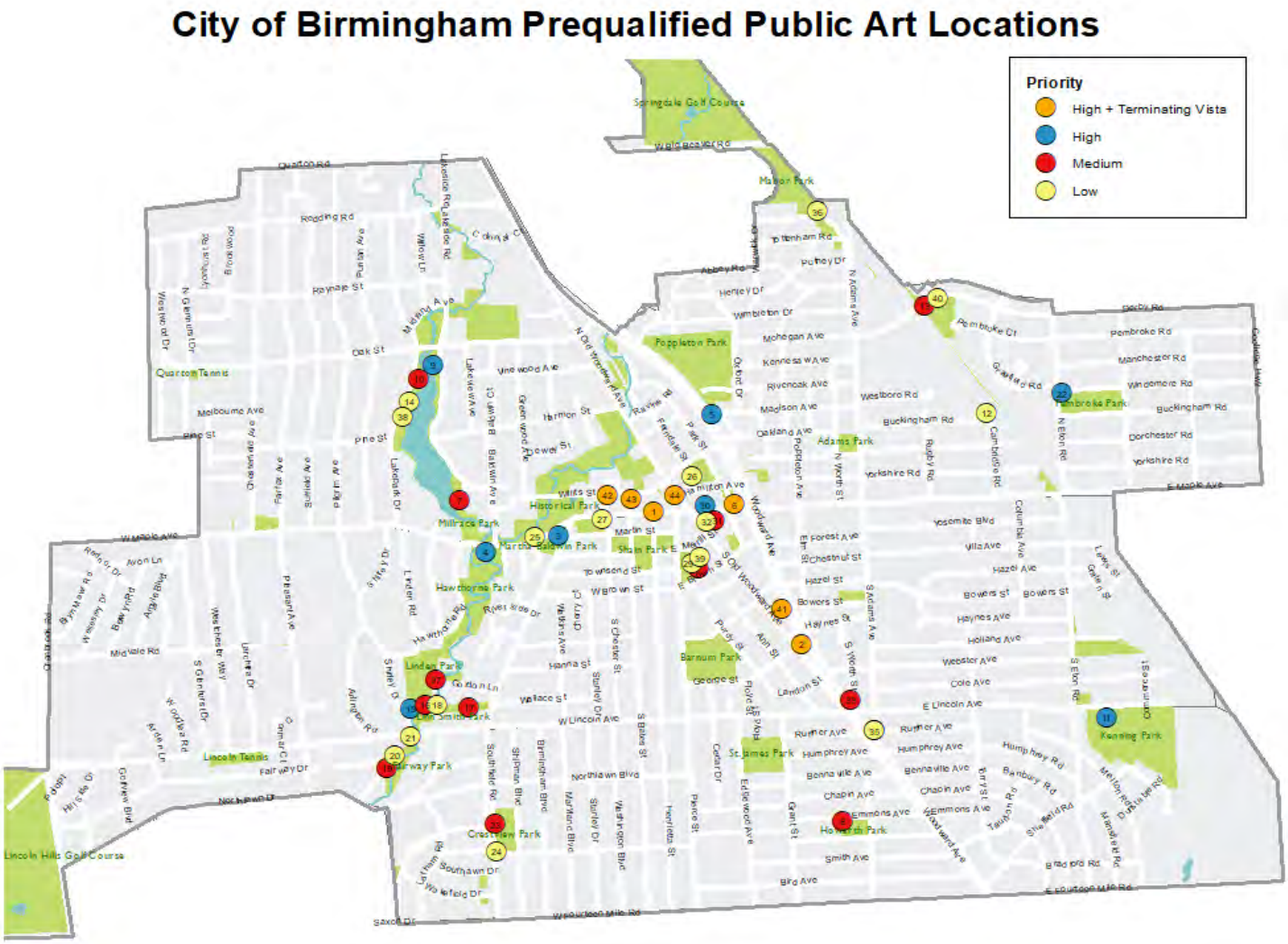
Terminating Vista Locations in Birmingham



Prioritized Locations for Public Art

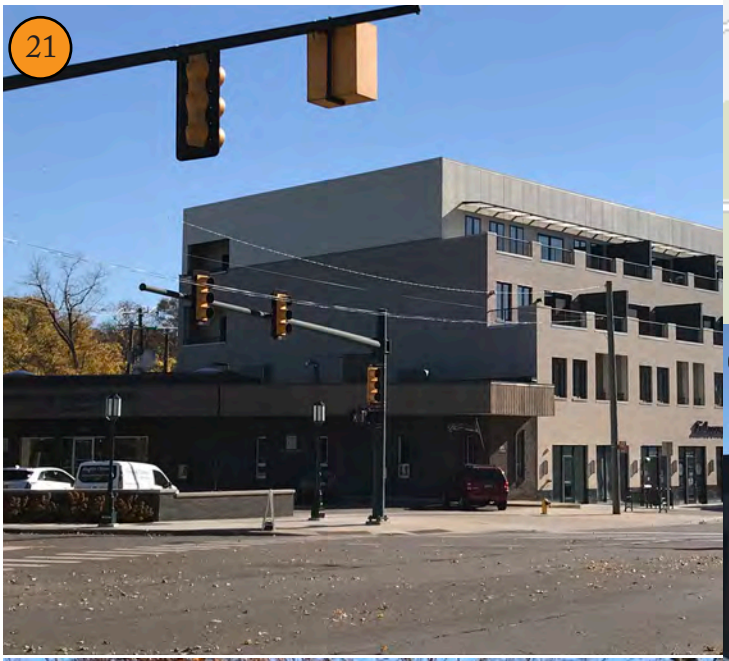
The Public Arts Board maintains a map of prioritized locations for public art. It is used as a reference whenever a sculpture for loan or donation is made to the City. Each point is numbered for reference, and the colors indicate areas with higher priority. The priorities are meant to serve as a guideline, though the Public Arts Board has indicated that each sculpture will be evaluated on a case-by-case basis so that it can be contextual with its surroundings.

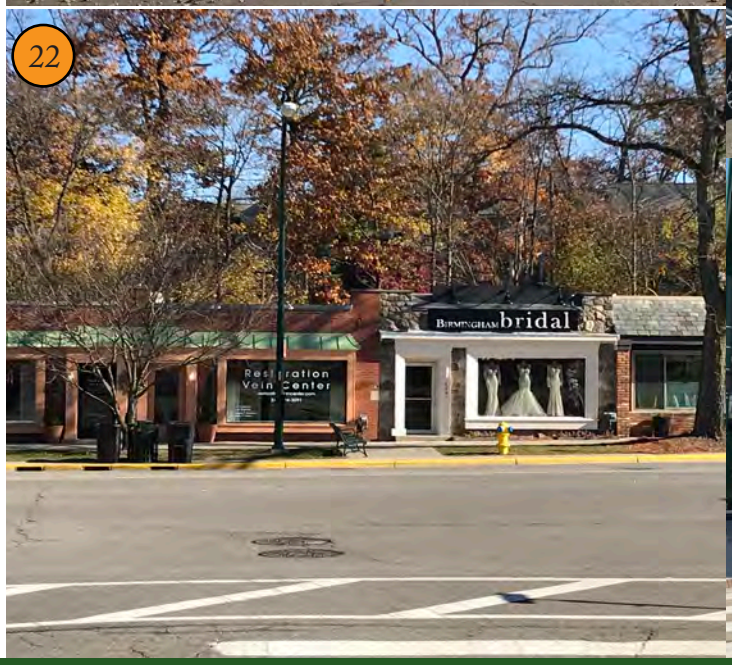
The Public Arts Board reviewed the various Terminating Vistas and selected seven of the locations to add to their priority map for sculptures. These locations include N. Old Woodward and Hamilton Row, Chester & Willits, Bates & Willits, Maple & Henrietta, Park & Maple, S. Old Woodward & Bowers, and S. Old Woodward & Woodward. The updated Prequalified Public Art Locations Map is pictured below where downtown Terminating Vistas were placed as a high priority.



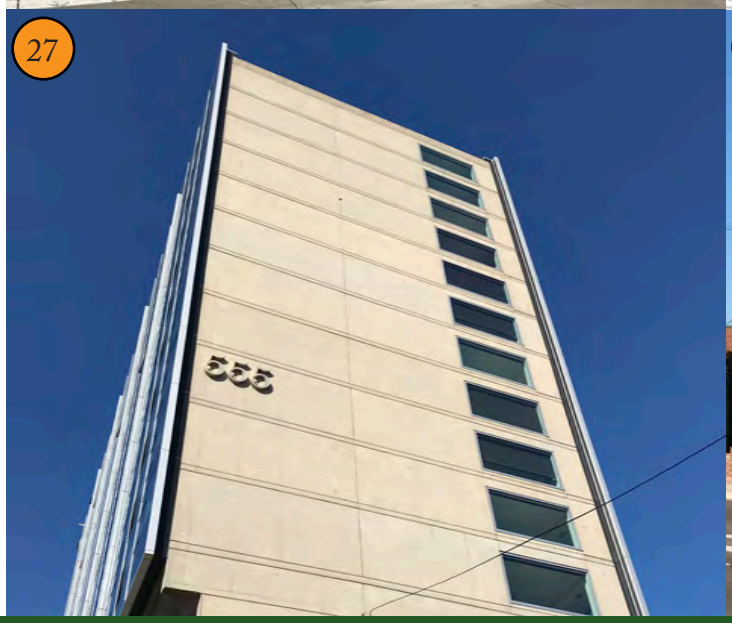
Recommended Locations for Public Space Enhancements

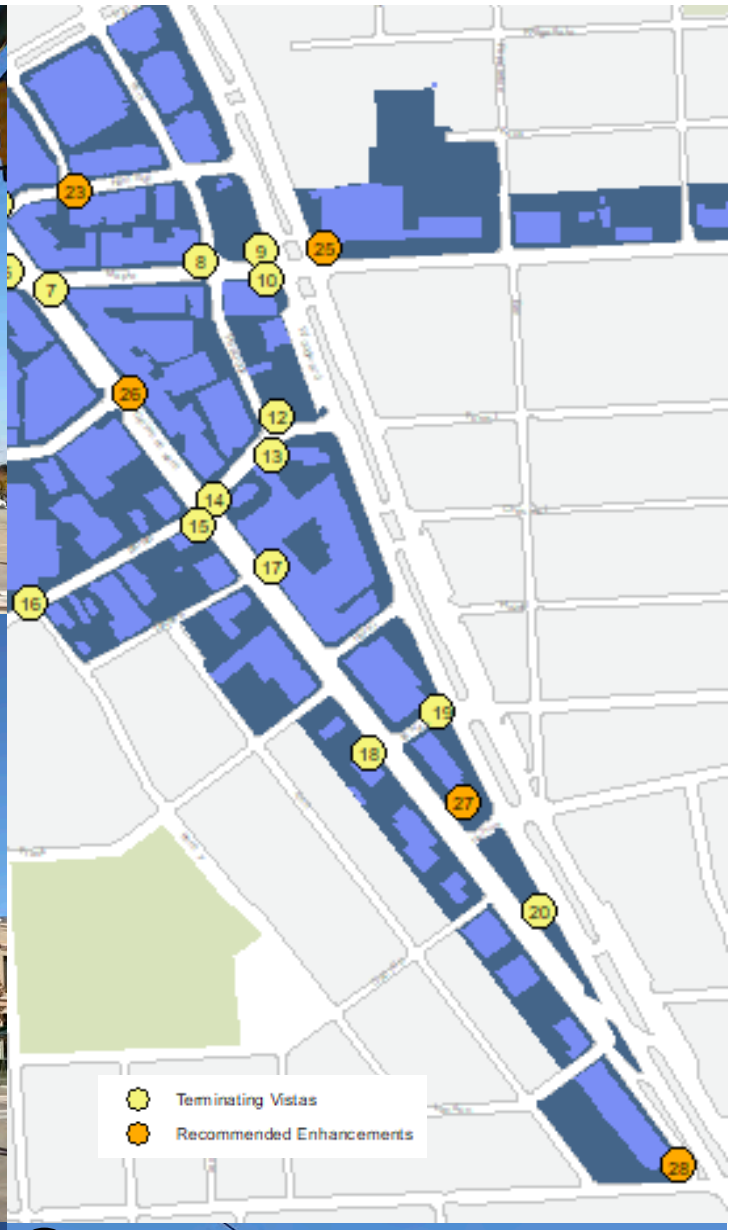
Terminating Vista locations are defined by the Downtown Overlay zoning map, as specified in Section 3.04(E)(15) of the Zoning Ordinance. Upon evaluation, the Public Arts Board finds that there are other intersections throughout downtown Birmingham that merit enhanced architectural and streetscape design features to create a positive visual landmark for that intersection which are included in the orange locations in the adjacent map. If the City wishes to officially deem these locations as Terminating Vistas, the Zoning Ordinance would have to be reviewed by the Planning Board and amended by the City Commission.

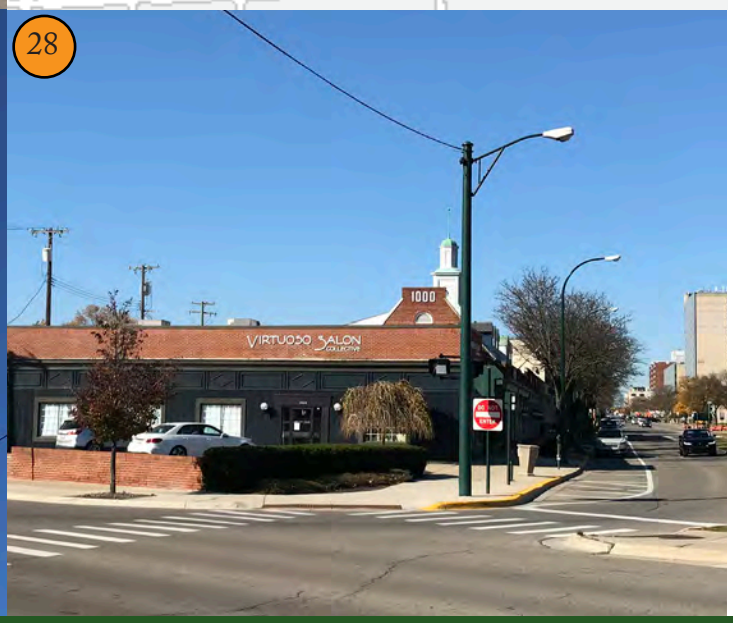




Recommended Locations for Public Space Enhancements







Best Practices in Public Art for Terminating Vistas: Sculptures

Sculptures are one way in which public art can be used to enhance the architectural features of a Terminating Vista. Doing so may effectively draw more attention and bring more prominence to the surrounding buildings. Birmingham currently has fifteen sculptures throughout the City that have either been purchased, donated or placed on loan, though only one is currently in a designated Terminating Vista which is located at the corner of Pierce and Brown Street.

Public sculptures have the ability to compliment the surrounding buildings and invigorate public spaces. The various colors and shapes of sculptures provide the ability for art to interact with the surrounding building and public right-of-way, potentially enhancing the connection between the two. Unique public art may create a stronger sense of place and identity for the building and intersection where it is placed in a Terminating Vista. Such sculptures may capture the eye of a passer-by, bring more attention to the civic environment and contribute to a greater sense of civic vitality.

Tembo, Mother of Elephants
Derrick Hudson,Toronto, ON, 2002

Forever Bicycles
Ai WeiWei, Austin, TX, 2018

I See What You Mean
Lawrence Argent, Denver, 2005

Flamingo
Alexander Calder, Chicago, IL, 1974

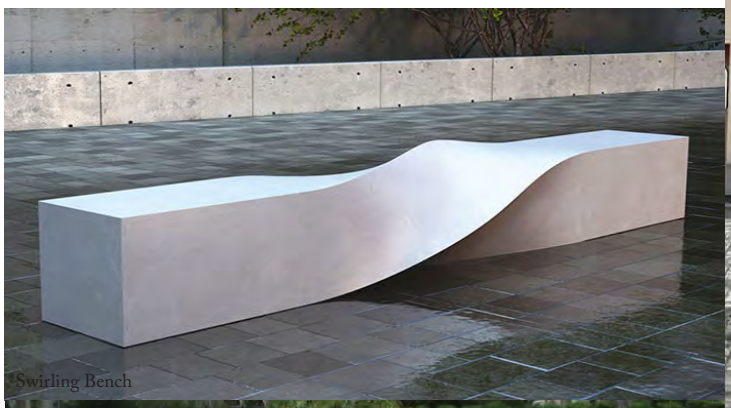
Best Practices in Public Art for Terminating Vistas: Artistic Furniture

Artistic furniture is another way public art can be used to enhance the character of a Terminating Vista. Doing so may accent the surrounding buildings while providing a unique public space for socializing or respite.

The City of Birmingham is a walkable city with pedestrian oriented design throughout its downtown and neighborhoods. Unique public furniture may invite a variety of uses that activate a Terminating Vista and promote social interaction. The shape and color of artistic furniture may also have an aesthetic contribution to the right-of-way and surrounding buildings. An artistic bench can be more inviting for a pedestrian to relax and enjoy a section of the City they may have otherwise walked past, and may provide an enhanced civic experience for leisure and appreciation of the surrounding cityscape. Artistic furniture can provide the opportunity to activate Terminating Vistas with people-oriented architectural streetscape design.

The Wave
dSPACE Studio, Chicago, IL, 2014

Circular Bench
Lucile Soufflet, Bruxelles, France 2003



Swirling Bench

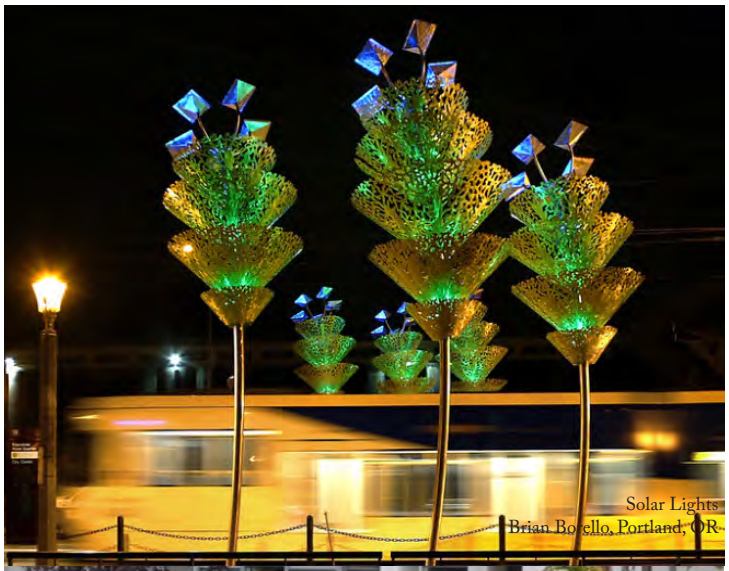
Custom Curve Seats
University of Syndney, Australia

Bench of Expectations
Jeppe Hein, Springfield, MA 2018

Best Practices in Public Art for Terminating Vistas: Artistic Utilities

Artistic utilities may also enhance a space and bring more prominence to the surrounding buildings. Many cities, including Birmingham, Michigan have painted electrical boxes with an interesting design to add more character to a utility box placed in the right-of-way. Cities such as Milwaukee, Wisconsin have commissioned artists to paint numerous utility boxes throughout their downtown with a theme to be determined by the artist. There are other examples of cities having sculptors create artistic coverings for electrical boxes that are equipped with hinges and gates for access to interior controls. These coverings provide opportunities for other types of art to be placed on and around them to compliment the surrounding space and improve the aesthetics of public utilities.

Artistic lighting could also be used to enhance the pedestrian experience and illuminate architectural features in a Terminating Vista. Cities such as Portland, Oregon and Seattle, Washington have explored various solar powered lights and sculptures with an artistic design and ambient glow to create unique public spaces. A well placed artistic light can enhance the character of the area and create an interesting talking point while highlighting the surrounding buildings.



Solar Lights
Brian Borello, Portland, OR

San Francisco State Univeristy Lake Side

Nebulous
Dan Corson, Seattle, WA

Fashion and Design
Santiago Calatrava, Milwaukee, WI

Best Practices in Public Art for Terminating Vistas: Wall Art

Outdoor wall art such as murals, mosaics, and ceramic tiling are another example of public art that can enhance a public space and the surrounding architectural features.

Wall art can be temporary or permanent. For local examples, The Park Shelton mural in Detroit, MI has been up since 1978, meanwhile Detroit's Eastern Market cycles through numerous murals every year.

Temporary murals can be done on materials such as plywood or canvas and be applied to the exterior of a building for a length of time and then be removed, thus maintaining the original design and color and the building. Mosaics and ceramic tiles can also be used to provide an interesting texture to the artistic experience.

The various forms of wall art can be especially effective in activating Terminating Vista spaces that have large sections of blank walls.

Tiger
Arlin Graff, Detroit, MI

Aretha
Desiree Kelly, Detroit, MI

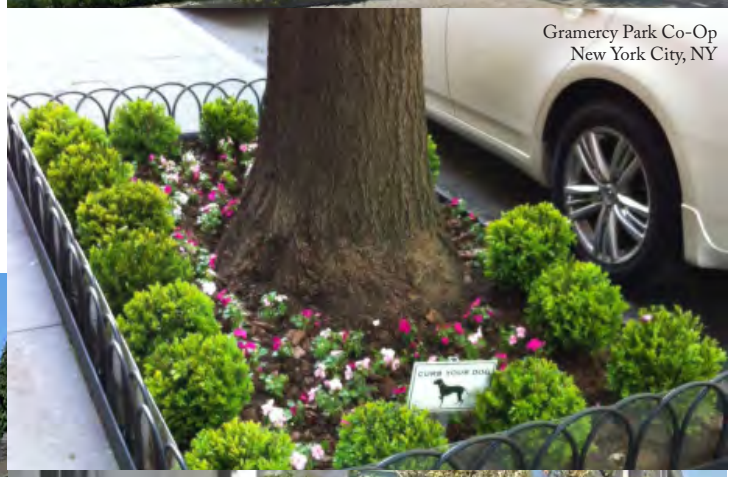
Park Shelton
John Egner, Detroit, MI, 1974

Best Practices in Public Art for Terminating Vistas: Landscaping

Integrating artistic landscaping with art and design can be another way to enhance Terminating Vistas. Birmingham has a number of green spaces and planters surrounding buildings at prominent intersections. An example is at Park and Maple where a community garden welcomes people into the downtown. This garden blends well with the Pazzi Building immediate behind it, and provided a natural landscaping to screen the electrical box located within it. Landscaping could be an effective medium to connect buildings, utilities, furniture and sculptures together into one cohesive artistic experience.

As another example, the City of Seattle allows property owners and tenants to garden in the planting strip in front of their property as long as a proper street use permit is obtained. Once obtained, the plantings may include low growing perennials, ornamental grasses, shrubs, herbs, or edible plants. Doing so could encourage more interesting variety in landscape design and create a unique space at prevalent intersections.

Pazzi Community Garden
Park & Maple, Birmingham, MI


Gramercy Park Co-Op
New York City, NY

Personalized Planting Strip
Seattle, WA

18th and F Streets, N.W,
Washington D.C.

City Policy Related to Public Art in Terminating Vistas

SCULPTURES

Birmingham currently has sculptures on display that were either donated to the City, purchased by the City, or placed on loan to the City for a certain period of time. If the sculpture is donated and placed on public property, the City is responsible for installation and maintenance of the sculpture. If a sculpture is on loan, the loan agreement specifies that the artist is responsible for installation, maintenance and removal.

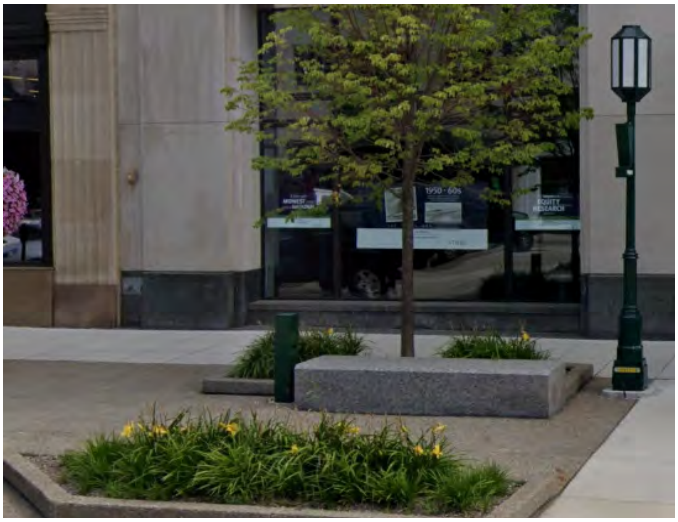
An issue with the current policy for sculpture installation is that each piece is unique and may require special care for installation. This includes but is not limited to how the sculpture is transported to the installation site, how to safely secure the sculpture to the location, how to create the necessary base and fabricate proper mounts. City staff may not have adequate experience to handle the installation process of various unique sculpture shapes and sizes. Requiring the artist to be responsible for all installation and removal processes may also create issues related to the artist operating machinery on City property.

Local art museums such as the Detroit Institute of Arts and Cranbrook Museum have employees who specialize in the installation of sculptures. **The Public Arts Board recommends that the City of Birmingham consult with such specialists for installing sculptures that have been either donated or loaned to the City.** Doing so would enable a more efficient installation process in areas such as Terminating Vistas.

ARTISTIC FURNITURE

Downtown Birmingham has City-standard green metal benches installed along the sidewalks as well as granite benches that were a part of the downtown Old Woodward and Maple Reconstruction projects. This classic design for public furniture fits in with the surrounding streetscape and does not detract from the architectural style of downtown Birmingham.

The Public Arts Board recommends that Birmingham consider allowing more creative and artistic furniture that will contribute a positive design aesthetic to the character of the area. Doing so could enhance the pedestrian space in Terminating Vistas and be used to activate the public space and compliment the surrounding architecture. The City's current approach to streetscape furniture with City-standard benches should remain relatively consistent, but the Public Arts Board recommends that an occasional deviation from City-standard furniture in Terminating Vistas could create a unique pedestrian experience and enhance the character of the area.



City Policy Related to Public Art in Terminating Vistas

PUBLIC UTILITIES

Birmingham's streetscape contains electrical utility boxes and a number of light-poles in the right-of-way in Terminating Vistas. The City-standard light poles and electrical boxes are all painted Birmingham green, with the exception being the recent popcorn box art project at the intersection of Merrill and Old Woodward.

The Public Arts Board has considered a number of different ways to paint and decorate electrical boxes throughout downtown. Various themes were discussed, as well as whether or not the design should be contextual with the surrounding. It was determined that each box should be considered on a case-by-case basis and should not be directly tied to any theme or be required to be related to the surrounding use. **The Public Arts Board recommends the City be open to all types of artistic designs for electrical boxes.**

Sculptural enclosures for such utility boxes have also been considered by the Public Arts Board. The Public Arts Board recommends that these be considered on a case-by-case situation as well, and not be tied to any theme or surrounding context. Given the intended function of electrical boxes, any sculpture placed on or around the electrical box should provide easy access to the interior controls and should only be mounted on the ground. **The Public Arts Board does not recommend drilling holes or attaching public art directly to the electrical boxes in order to maintain the integrity of the box.**

The Public Arts Board also recommends that the City consider allowing unique designs in lighting that are in Terminating Vistas. Lighting can be used for either function or form to create a unique aesthetic from the shape of the lantern and the ambient glow of the light. An occasional artistic light pole to replace a city standard lamp in front of a Terminating Vista could enhance the interaction between the streetscape and surrounding buildings. City standard lights should remain relatively consistent, but the Public Arts Board recommends an occasional deviation in this pattern to allow for unique designs.

City Policy Related to Public Art in Terminating Vistas

WALL ART

Artistic paintings such as murals on the front, side or rear of buildings are not currently permitted in Birmingham. Such paintings are considered a sign and section 1.03(D) of the Sign Ordinance states that "*No sign may be painted directly onto any building or surface.*"

The Public Arts Board recommends that the City re-evaluate its policy towards wall art and create a design review process for such art work. There are several Terminating Vistas with large blank walls that the Public Arts Board believes would be ideal for murals, but current policy restricts the building owner from pursuing such design enhancements.

The 2020 Birmingham Plan Draft recommends implementing a mural policy in the Lower Rail District to extend and improve upon the area's current character, though the Public Arts Board recommends that such a policy be implemented throughout the entire City. A temporary mural program is also recommended where the painting could be placed on some type of material which is then attached to the building.

Murals could be another form of public art used to enhance Terminating Vistas throughout downtown. There are some Terminating Vistas that are more suitable than others and the Public Arts Board recommends that the review process engage the public for input so there is support on a community level.

In order to permit murals and various types of wall art, the Public Arts Board recommends that the City amend the Zoning Ordinance and Sign Ordinance to allow wall art and to define a proper review process by the necessary boards. This would also include creating a public notification process for public art in the municipal code.

City Policy Related to Public Art in Terminating Vistas

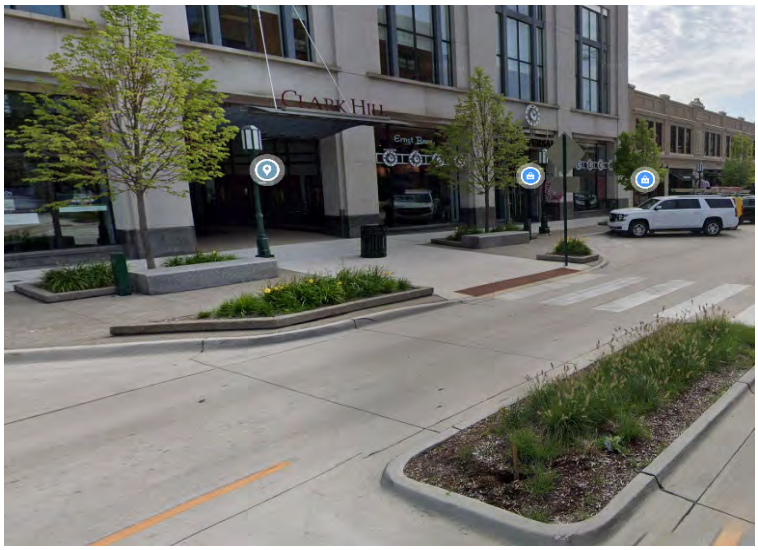
LANDSCAPING

The City of Birmingham is an excellent example for maintaining high quality landscaping throughout its streetscape in downtown. Well-maintained flower pots can be found hanging from the lamp posts while an array of plants can be found within the gardens along the sidewalks. The landscaping blends well with the surroundings and provides a complimentary aesthetic to the area.

For instances when a public utility is placed within a planter box in a prominent intersection, the Public Arts Board recommends that special consideration for landscaping is made to help screen the utilities from view, especially in cases where no artistic design has been applied to the utility.

When a piece of art is placed within a planter box, the Public Arts Board recommends that special consideration also be made regarding the size and types of plantings surrounding the artwork in order to allow the aesthetics of the art, landscaping and surrounding buildings to work together in a complimentary manner.

The Public Arts Board also recommends the City consider allowing adjacent businesses in downtown design their own planter garden in front of their store. Proper permitting and design process would have to be created and implemented. Doing so could allow some unique designs regarding landscaping and how the plantings interact with the surroundings.



PUBLIC NOTIFICATION

At the moment, there are no formal requirements for public notification regarding proposals for sculptures, artistic furniture and artistic utilities. The item is posted on the Public Arts Board Agenda and City Commission Agenda, but notifications are not required to be sent to surrounding businesses and residents for public art projects. **In order to promote public input at the Public Arts Board and City Commission, the Public Arts Board recommends establishing a public notification policy for public art projects on City property.**

Recommendation and Implementation Priorities

Recommendation 1: Use public art such as sculptures, artistic furniture, artistic utilities, landscaping and wall art to enhance the City's Terminating Vistas

Implementation: Actively seek artists to provide various forms of artwork. Advertise in the art community for the type of art the City is seeking.

Recommendation 2: Revise the sculpture installation process to incentivize sculptures on loan and to make the installation process more efficient for artists and City staff.

Implementation: Establish an agreement with a professional sculpture installation specialist to consult and assist with sculpture installations in Birmingham. Amend the City's art on loan agreement to require approval of sculpture installation from installation consultant.

Recommendation 3: Revise City policy towards city-standard furniture and utilities to allow for an occasional artistic variation.

Implementation: Amend the Zoning Ordinance to allow an occasional deviation from city-standard benches and light poles where such items may be replaced by an artistically designed light or bench.

Recommendation 4: Create a new policy and review process to allow murals and other various forms of wall art to be placed on the exterior of a building.

Implementation: Amend Zoning Ordinance and Sign Ordinance to allow for placement of temporary and permanent murals and other various forms of wall art. The amendment should include review process by all relevant boards.

Recommendation 5: Establish a public notification policy for art projects on public property.

Implementation: Create a provision in the Public Art Section of the Municipal Code to require public notifications to be sent to residents for public art projects proposed within their area.

Terminating Vista Recommendation and Implementation Framework

Priority	Recommendation	Background	Implementation	Costs	Approval Process
1	Use public art such as sculptures, artistic furniture, artistic utilities, landscaping and wall art to enhance the City's Terminating Vistas.	Public Arts Board is responsible for recruiting and recommending public art in various locations throughout the City.	1. Public Arts Board creates call for entry to recruit art donations and loans. This includes a request for an artist stipend fund to assist with installation before sending out. 2. Public Arts Board reviews art pieces submitted and selects artwork for recommendation.	$2,000 per piece if approved, no more than $10,000 total per year.	1. Public Arts Board 2. Parks and Recreation Board (if on greenspace) 3. City Commission
2	Revise the sculpture installation process to incentivize sculptures on loan and to make the installation process more efficient for artists and City staff.	Issues have arisen regarding responsibility for installation and removal. City Employees may not have expertise to install unique pieces of art. Sculpture installation requirements have varied over the years, particularly related to concrete pads.	1. Public Arts Board recommends revisions to art on loan agreement to allow City to assist with installation and removal to ensure quality control and manage liability. 2. Public Arts Board creates RFQ for sculpture installation specialist to assist with mount fabrication and consult on installation process if necessary. 3. Public Arts Board coordinates with Engineering Department's annual sidewalk program to install concrete base pads.	Up to $5,000 for art installation specialist per year. Costs associated with concrete base pad installation (Much more cost efficient to incorporate with Engineering sidewalk program).	1. Public Arts Board 2. City Commission * Input from Engineering and DPS strongly recommended
3	Revise City policy towards city-standard furniture and utilities to allow for an occasional artistic variation in Terminating Vistas.	City-standard benches and lightpoles are required in the downtown.	1. Planning Board reviews Terminating Vista report to consider additional Terminating Vista locations as well as possible ordinance changes to permit artistic furniture and utilities.	No Cost (In house)	1. Planning Board 2. City Commission
4	Create a new policy and review process to allow murals and other various forms of wall art.	The Sign Ordinance currently prevents wall art.	1. Design Review Board considers definition for wall art in Sign Ordinance and Zoning Ordinance to help clarify difference between art and commercial signage. 2. Design Review Board considers review process for wall art that possibly includes Public Arts Board.	No Cost (In house)	1. Design Review Board 2. Public Arts Board 3. City Commission
5	Establish a public notification policy for art projects on public property.	There is no formal public notification process for art proposals on public property.	1. Public Arts Board reviews public notification options for public art and makes recommendations for notifications process.	No Cost (In house)	1. Public Arts Board 2. City Commission

Terminating Vista Recommendation and Implementation Framework Suggested Timeline Goals

Recommendation Priorities

1 Recruit public art
2 Revise installation process
3 Allow artistic City furniture and utilities
4 Permit wall art such as murals
5 Establish public notification policy for artwork proposals

Priority	Implementation	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
1	1 - Create Call for Entry to recruit new artwork	Public Arts Board		Parks and Rec	City Commission						
	2 - Application for artwork review and recommendation								Public Arts Board	Parks and Rec	City Commission
2	1 - Consider revisions to Art on Loan Agreement			Public Arts Board			City Commission				
	2 - RFQ for sculpture installation specialist			Public Arts Board		City Commission					
	3 - Coordinate basepads with Engineering's Sidewalk Program								Public Arts Board		
3	1 - Planning Board review Terminating Vista report										TBD - Joint Meeting
4	1 - Design Review Board consider permitting wall art		Design Review Board				Public Arts Board	City Commission			
	2 - Design Review Board consider wall art review process		Design Review Board				Public Arts Board	City Commission			
5	1 - Establish Public Notification Process for Public Art					Public Arts Board			City Commission		

City Commission
Public Arts Board
Planning Board
Design Review Board
Parks and Recreation Board

Implement Haynes Square

Connecting the city requires a change in perception about Woodward. No greater opportunity exists to change this perception than Haynes Square. South of Frank Street, the character of downtown changes, expressed in zoning, street life, and business success. Rather than consider South Old Woodward an inferior retail district, the area can be combined with the lower Triangle District, spanning big Woodward. The Haynes Square district is bound by Bowers to the North, Adams to the East, and Lincoln to the South. Its size is similar to the active office and retail core of Maple and Woodward.

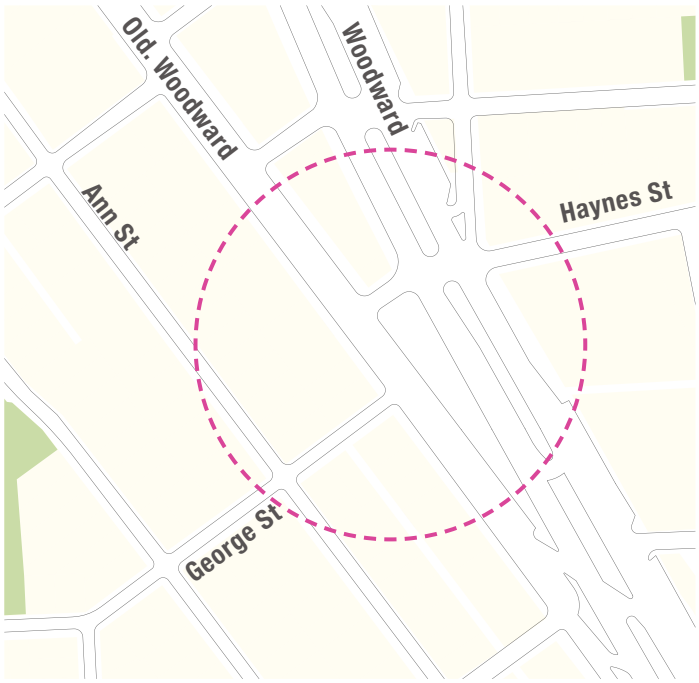
Street reconfigurations to achieve this result in a public open space at south Old Woodward and Haynes Street. This square is the new heart of a district independent from Maple and Woodward. (See Figure 19) The square should be similar to Shain Park from a design perspective, but about half its size, with a cafe, seating, and restrooms as is recommended for other urban parks. Lined by trees along its edges, the square will provide an attractive entrance to the greater downtown area, flanked by tall, new development east along Woodward and the 555 building to its north.

This combined district represents Birmingham's greatest opportunity for the development of both extensive middle-income housing—a deficiency that should be addressed—and emerging commercial business spaces. While Maple and Woodward includes a significant presence of offices, Haynes Square should focus on residential above commercial uses, and on commercial uses that serve a different market than the core shopping district of Maple and Woodward.

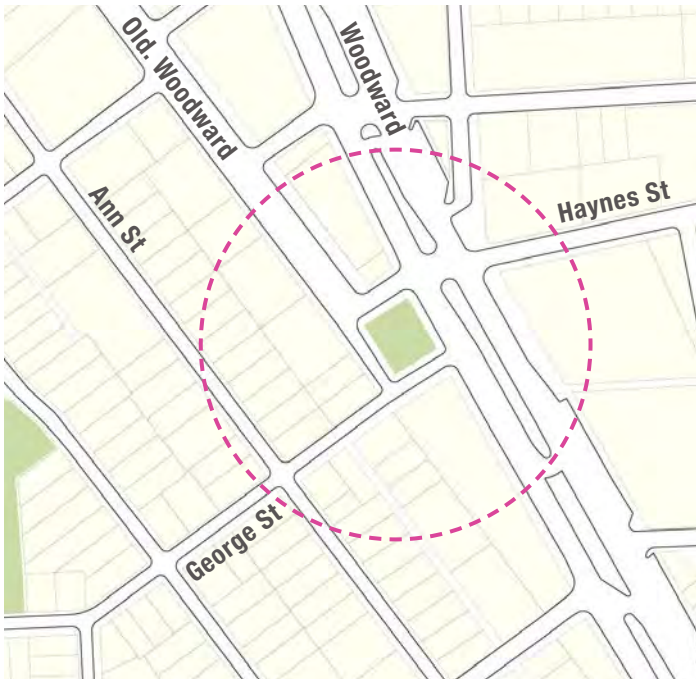
To capitalize on its potential, two major investments are required: reconfiguring the intersection between Woodward and Old Woodward, and constructing a parking garage on the east side of Woodward.

Street and Property Reconfiguration

A pair of related issues make clear the need for street and property reconfiguration in this area. First, the intersection of Old Woodward and Woodward occurs at a very acute angle and requires a dangerous northbound left turn. The intersection also creates a narrow and unusable strip of land which mirrors the poor frontage condition of the South Woodward Gateway. Second, properties that are located along Old Woodward south of George Street are zoned for taller buildings, but have not seen redevelopment



EXISTING



PROPOSED

Figure 19. Haynes Square reconfiguration.

Figure 20. Redevelopment of Haynes Square.

due in part to parking issues. The parking necessary to redevelop properties south of George St is difficult to accommodate with shallow lots that back onto single-family properties. This plan recommends that Old Woodward be reconfigured to alleviate the awkward intersections and provide larger building sites. George St. is extended to big Woodward, and Old Woodward removed south of George. South of George St, properties are extended to big Woodward, providing sites that can accommodate buildings and parking. Property extensions may be traded for a public surface parking lot where buildings currently sit along Old Woodward, 70 feet deep measured from the alley, which leaves over 100 feet of property for development, deeper than current properties.

Through this redevelopment, Haynes St. crosses Woodward to meet Old Woodward at a new signal. On the east side of Woodward, Haynes becomes a main street, paired with Worth Street. To support the main street with additional traffic, as Maple and Woodward is supported by Maple's traffic, Adams should be slightly adjusted so that southbound traffic uses Haynes to access Woodward. This adjustment is detailed in Figure 15.

Public Parking

Due to the odd lot shapes in the district, significant zoned capacity, and lack of access to the downtown parking district, private development is unlikely to take the first step to launch the Haynes Square, as has been the case for the Triangle District, which is synonymous. To successfully launch Haynes Square, the City needs to invest in a parking garage. Unfortunately, neither of the 2007 Triangle District plan's proposed public parking structures nor its proposed parking assessment district have been implemented. A new garage is needed and should be suited to meet most of the needs of the district, alleviating developers from the burden of parking with both commercial and residential parking permitted. With a structure in place, and mixed-use residences able to unbundle parking (See the Mixed-use Districts section), new housing and businesses

are likely to developed quickly. Due to the district's size and low existing intensity, development will bring significant increases in tax revenue. While a smaller garage has been discussed, which may be pursued to whet the appetite of developers, the construction of multiple smaller garages is less efficient in the long run than one higher-capacity structure.

Other Area Improvements

At the intersection of Haynes and Worth Streets, the 2007 Triangle District plan recommends a triangular green called Worth Park. This space provides an important focal center for the east side of Haynes Square. It also provides needed open space for the Torry neighborhood. Like other urban parks discussed in this plan, Worth Park should have ample seating, shade, and areas for children to play. Worth Street, which has few existing buildings facing onto it, should be considered for a shared-use treatment to provide interest and connect with the South Woodward Gateway alley system. Worth Park may be built in the form of a plaza - mostly paved - which is a type of civic open space Birmingham does not yet have. New buildings in the area can take advantage of the dynamic and pedestrian-centric streetscape and plaza.

A missing piece for decades has been the Adam's Square shopping center, which represents the greatest single redevelopment site in the City. With an active Haynes Square district adjacent, redevelopment is likely to occur. To prepare for this, zoning and subdivision requirements should be considered such that Adam's Square provide open space for the Torry neighborhood and public parking in exchange for development capacity modeled upon the Triangle District Overlay.

MASTER PLAN ACTIONS

1. Implement the public parking deck recommendation of the 2007 Triangle District Plan.
2. Create a parking assessment district, per the 2007 Triangle District Plan, or incremental tax district as necessary for land purchases and for financing the development of parking structures.
3. Study the potential for Public Private Partnerships to construct parking structures in the Triangle District.
4. Create a Haynes Square Plan which provides the details, timing, and funding for implementing Haynes Square. This may be an update to the 2007 Triangle District Plan. This plan should:
   a. Reconfigure the streets around Haynes Square to create the square and fix the acute intersection between Woodward and Old Woodward.
   b. Build the public square with a cafe, trees, seating, a kids play area, and other civic features.
   c. Consider revising the design of Worth Park in the form of a plaza and other opportunities for shared streets and passageways, civic art, traffic calming, and way-finding.
   d. Detail streetscape and landscape improvements along Worth, Bowers, Haynes, and Webster.
   e. Improve pedestrian linkages to the surrounding neighborhoods, especially along Adams.
   f. Consider swapping land to install a public parking lot along the south Old Woodward alley.
   g. Create a parking district for Haynes Square which allows residences to purchase parking passes in public garages, in addition to commercial parking.
   h. Install metered, on-street parking along Adams and Lincoln Roads.
   i. Create subdivision and zoning standards to encourage redevelopment of the Adam's Square shopping center, offering significant development capacity in exchange for a public open space and public parking.
   j. Consider streetscape improvements along Woodward to improve the walkability to both downtown and the market districts.
   k. Consider green stormwater management opportunities made possible through the area's growth and redevelopment.

STYLE GUIDE

City of Birmingham
A Walkable Community

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Parks & Recreation Signage.....pg. 13

Parking Structure Signage.....pg. 14

The City of Birmingham is located approximately halfway between the City of Detroit and the City of Pontiac, in Oakland County. Easily accessible to all major freeways and the airport, Birmingham is also bordered by B lls, B ownship, Beverly Hills, Royal Oak and Troy. Birmingham is vibrant and prosperous, with a population of approximately 21,000. Covering only 4.73 square miles, our community is able to maintain the feel of a small town, whi ea.

Nestled amid some of the nation' irmingham is a center for business, social and cultural activities. The City has a lively, pedestrian-f 's premiere shopping districts. Comprised of more than 300 retailers, the City ully diverse assortment of restaurants, clothing and gift shops, salons, spas, antiques and art galleries. Movie theatres and a centrally located park complete the city center.

Whether you want to stroll the streets with your family and grab an ice cream, or check out the latest in designer fashion and enjoy some of Metro's Detroit' l. Our city is truly a place to "live, shop, and play". Birmingham appreciates art and culture in its many forms. Visitors can spend a summer evening listening to a concert in the park, attend one of our many festivals, take a Sunday morning stroll at the Farmers Market, browse galleries or take in the latest movies at one of our two theatres.

Birmingham's recreational amenities are plentif e and active recreational opportunities. Tennis courts, two municipal golf courses, baseball diamonds, soccer pitches, playground equipment and picnic areas await visitors. A wooded trail system, urban bike paths and the Rouge River all wind their way through the heart of the City.

City of Birmingham
A Walkable Community

Before publishing a communication from the City of Birmingham, please review the following checklist:

1. Does your message address who, what, where, when, why and how?
2. Is there unnecessary information that can be removed?
3. Is the language understandable with a professional tone?
4. Is the message engaging and useful?
5. Is there a call to action or link for more information?
6. Have the links, emails, phone numbers, etc. been tested? Has your document been reviewed by the Communications Team? Remember, we're here to help!

Proper logo usage is important for consistency of brand. Please use the following guidelines when using the City of Birmingham logo:

1. Use the full color logo whenever possible.
2. Maintain the minimum clear space around the logo.
3. Use the appr le type and resolution for your project.
4. Maintain proper logo proportions - do not stretch, distort or modify the logo in any way.
5. Maintain the logo design - do not edit the logo in any way with additional words, marks, etc.

FOR PRINT

EPS, AI or high r les (minimum of 300 dpi) in CMYK format should be used for print production. Use of the full color logo is encouraged - please try to avoid using dark backgrounds which requir ent logo version.

FOR WEB

les (minimum of 72 dpi, maximum 96 dpi) in RGB format should be used for web. Use of the full color logo is encouraged - please try to avoid using dark backgrounds which requir ent logo version.

Full color version (preferred):

Reverse version to use when printing on a dark background:

CLEAR SPACE

Maintain a minimum clear space around the logo. The space should remain free of text and other images.

EXAMPLES OF IMPROPER LOGO USE

Remember to always maintain proper logo proportions - do not stretch, distort or modify the logo in any way. See examples below for improper logo use.

Example of text placed too close to the logo
Example of text placed too close to the logo
Exan e logo
Exan e logo
Exan e logo
Example of text placed too close to the logo
Example of text placed too close to the logo

PRIMARY COLOR PALETTE

CMYK
C: 81 M: 41 Y: 82 K: 38

RGB
R: 42 G: 87 B: 58

HEX #2A573A

PMS: 7483C

CMYK
C: 86 M: 69 Y: 52 K: 49

RGB
R: 35 G: 52 B: 66

HEX #233442

PMS: 7546C

CMYK
C: 79 M: 58 Y: 38 K: 17

RGB
R: 66 G: 92 B: 115

HEX #425C73

PMS: 4137C

CMYK
C: 70 M: 35 Y: 22 K: 1

RGB
R: 84 G: 141 B: 170

HEX #548DAA

PMS: 2208C

CMYK
C: 53 M: 20 Y: 14 K: 0

RGB
R: 122 G: 173 B: 199

HEX #7AADC7

PMS: 7458C

SECONDARY COLOR PALETTE

CMYK C: 0 M: 91 Y: 42 K: 0
RGB R: 239 G: 60 B: 104
HEX #EF3C68 PMS: 191C

CMYK C: 36 M: 0 Y: 10 K: 0
RGB R: 145 G: 237 B: 242
HEX #91EDF2 PMS: 304C

CMYK C: 28 M: 21 Y: 0 K: 15
RGB R: 158 G: 180 B: 197
HEX #9EB4C5 PMS: 536C

CMYK C: 93 M: 77 Y: 6 K: 1
RGB R: 42 G: 81 B: 154
HEX #2A519A PMS: 7685C

CMYK C: 22 M: 8 Y: 22 K: 0
RGB R: 199 G: 213 B: 198
HEX #C7D5C6 PMS: ?

CMYK C: 7 M: 12 Y: 38 K: 0
RGB R: 236 G: 217 B: 168
HEX #ECD9A8 PMS: 7506C

CMYK C: 22 M: 73 Y: 93 K: 10
RGB R: 181 G: 90 B: 48
HEX #B55A30 PMS: 7592C

CMYK C: 4 M: 100 Y: 95 K: 1
RGB R: 230 G: 27 B: 41
HEX #E61B29 PMS: 1788C

CMYK C: 39 M: 85 Y: 28 K: 4
RGB R: 158 G: 71 B: 120
HEX #9E4778 PMS: 682C

CMYK C: 88 M: 27 Y: 80 K: 13
RGB R: 0 G: 125 B: 86
HEX #007D56 PMS: 2419C

CMYK C: 9 M: 5 Y: 21 K: 0
RGB R: 231 G: 230 B: 205
HEX #E9E7CD PMS: ?

PRIMARY TYPOGRAPHY

Avenir Demi Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Use: headlines on website and in newsletters and other published materials

Avenir LT Std 65 Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Use: body copy on website and in newsletters and other published materials

Georgia Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Use: sub-headlines on website and in newsletters and other published materials

Georgia Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Use: sub-headlines on website and in newsletters and other published materials

Tahoma Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Use: internal and external documents including public notices, agendas and minutes, memos, presentations, press releases, etc. Also for use in other materials when Avenir is not available.

Tahoma Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Use: internal and external documents including public notices, agendas and minutes, memos, presentations, press releases, etc. Also for use in other materials when Avenir is not available.

SECONDARY TYPOGRAPHY

Jelytta

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Use: as accent text on website and in newsletters and other published materials

ACCESS TEMPLATES FOR THE FOLLOWING ITEMS AT S:\Communications Team\Style Guide\Communications Templates

MEETINGS

- Public Notices
- Agenda
- Minutes

STAFF REPORTS

- PowerPoint Presentation

COMMUNICATIONS

- Press Releases
- Constant Contact Message
- Email Signature

WEBSITE

- Webpage Enotify Message
- Website Calendar Event Description

TBD

TBD

TBD

TBD

City of Birmingham

A Walkable Community

ENGINEERING DEPARTMENT

SOUTH OLD WOODWARD AVENUE RECONSTRUCTION PROJECT (PHASE 3)

CONTRACT #1-22(P)

SHEET INDEX

C0A OVERALL ALIGNMENT & EX. WATER MAIN INFORMATION PLAN P.O.B. TO 12+00
C0B OVERALL ALIGNMENT & EX. WATER MAIN INFORMATION PLAN 12+00 TO P.O.E.
C1 UTILITY PLAN - S. OLD WOODWARD AVE P.O.B. TO 4+00
C2 UTILITY PLAN - S. OLD WOODWARD AVE 4+00 TO 8+00
C3 UTILITY PLAN - S. OLD WOODWARD AVE 8+00 TO 12+00
C4 UTILITY PLAN - S. OLD WOODWARD AVE 12+00 TO 16+00
C5 UTILITY PLAN - S. OLD WOODWARD AVE 16+00 TO 20+00
C6 UTILITY PLAN - S. OLD WOODWARD AVE 20+00 TO 24+00
C7 SEWER SERVICE PLAN - S. OLD WOODWARD AVE P.O.B. TO 8+00
C8 SEWER SERVICE PLAN - S. OLD WOODWARD AVE 8+00 TO 16+00
C9 SEWER SERVICE PLAN - S. OLD WOODWARD AVE. 16+00 TO 24+00
C10 SEWER PROFILES (1 OF 2)
C11 SEWER PROFILES (2 OF 2)
C12 WATER MAIN PLAN & PROFILES (1 OF 4)
C13 WATER MAIN PLAN & PROFILES (2 OF 4)
C14 WATER MAIN PLAN & PROFILES (3 OF 4)
C15 WATER MAIN PLAN & PROFILES (4 OF 4)
C16 GRADING PLAN - S. OLD WOODWARD AVE P.O.B. TO 4+00
C17 GRADING PLAN - S. OLD WOODWARD AVE 4+00 TO 8+00
C18 GRADING PLAN - S. OLD WOODWARD AVE 8+00 TO 12+00
C19 GRADING PLAN - S. OLD WOODWARD AVE 12+00 TO 16+00
C20 GRADING PLAN - S. OLD WOODWARD AVE 16+00 TO 20+00
C21 GRADING PLAN - S. OLD WOODWARD AVE 20+00 TO 24+00
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C25 PAVING PLAN - S. OLD WOODWARD AVE P.O.B. TO 8+00
C26 PAVING PLAN - S. OLD WOODWARD AVE 8+00 TO 16+00
C27 PAVING PLAN - S. OLD WOODWARD AVE. 16+00 TO 24+00
C28 OLD WOODWARD AVENUE EXISTING & PROPOSED CROSS-SECTIONS
C29 STREET LIGHT, PARKING METER POST & UNDERDRAIN PLAN P.O.B. TO 8+00
C30 STREET LIGHT, PARKING METER POST & UNDERDRAIN PLAN 8+00 TO 16+00
C31 STREET LIGHT, PARKING METER POST & UNDERDRAIN PLAN 16+00 TO 24+00
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C34 STREET SIGN PLAN (3 OF 3)
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FIBER 2 DETAIL SHEET 1-3/ PROPOSED ROUTE 1
FIBER 3 PROPOSED ROUTE 2-5
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E-2 PARTIAL ELECTRICAL PLAN
E-3 PARTIAL ELECTRICAL PLAN
E-4 PARTIAL ELECTRICAL PLAN
E-5 PARTIAL ELECTRICAL PLAN
E-6 PARTIAL ELECTRICAL PLAN
E-6A PARTIAL ELECTRICAL PLAN
E-7 DETAILS AND DIAGRAMS
E-8 DETAILS AND DIAGRAMS
E-9 DETAILS AND DIAGRAMS
E-10 POWER RISER DIAGRAMS AND SCHEDULES
IR-1 IRRIGATION DESIGN
IR-2 IRRIGATION DESIGN
IR-3 IRRIGATION DETAILS SHEET
L0.0 PLANT SCHEDULE & NOTES
L1.0A OVERALL LANDSCAPE PLAN
L1.0 LANDSCAPE PLAN
L1.1 LANDSCAPE PLAN
L1.2 LANDSCAPE PLAN
L1.3 LANDSCAPE PLAN
L1.4 LANDSCAPE PLAN
L1.5 LANDSCAPE PLAN
L1.6 LANDSCAPE PLAN
L1.7 LANDSCAPE DETAILS
L1.8 LANDSCAPE DETAILS
L2.0A OVERALL SOILS PLAN
L2.0 SOILS PLAN
L2.1 SOILS PLAN
L2.2 SOILS PLAN
L2.3 SOILS PLAN
L2.4 SOILS PLAN
L2.5 SOILS PLAN
L2.6 SOILS PLAN
L2.7 SOILS DETAILS

Q1 QUANTITIES

CBD STREETSCAPE STANDARD DETAILS
OLD BRICK PAVER SIDEWALK DETAILS*
SEWER STANDARD DETAILS
WATER MAIN STANDARD DETAILS

These notes shall apply for all work within this contract:

1. The contractor shall notify MISS DIG 1-800-482-7171 at least 3 working days excluding Saturday, Sunday, and Holidays before making any excavations and notify the City of Birmingham Engineering Department a minimum of 24 hours prior to the start of construction (248-530-1850).
2. 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.
3. All excavation under or within three feet of pavement, public or private, shall be backfilled and compacted with sand.
4. 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.
5. The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
6. 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.
7. Storm, sewer and water main trench shall be backfilled with MDOT Class II sand and properly compacted to 95% of modified proctor density.
8. A permit from the Michigan Department of Environmental Quality (MDEQ) is required for all new water main installations. No work shall be allowed on the combined sewer system until appropriate permits have been received by the Michigan Department of Environmental Quality (MDEQ).
9. 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.
10. Allowable trucking routes for this project are as shown on the City map this sheet. Trucks for this project shall not be permitted elsewhere in the City.

ALL WATER MAIN, STORM AND SEWER TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR CLASS II (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 HYDRO-STOP DEVICE TO CLOSE OFF FLOW WHILE CUTTING IN NEW TEE.

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.

SOUTH OLD WOODWARD AVENUE RECONSTRUCTION PROJECT (PHASE 3)
CONTRACT #1-22(P)

811 Know what's below Call before you dig.

BENCHMARK NOTE

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

CIVIL ENGINEER
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342
CONTACT: MR. BRETT BUCHHOLZ, P.E.
CONTACT: MR. PAUL TULIKANGAS, P.E.
PHONE: (248) 332-7931
EMAIL: BBUCHHOLZ@NFE-ENGR.COM
EMAIL: PTULIKANGAS@NFE-ENGR.COM

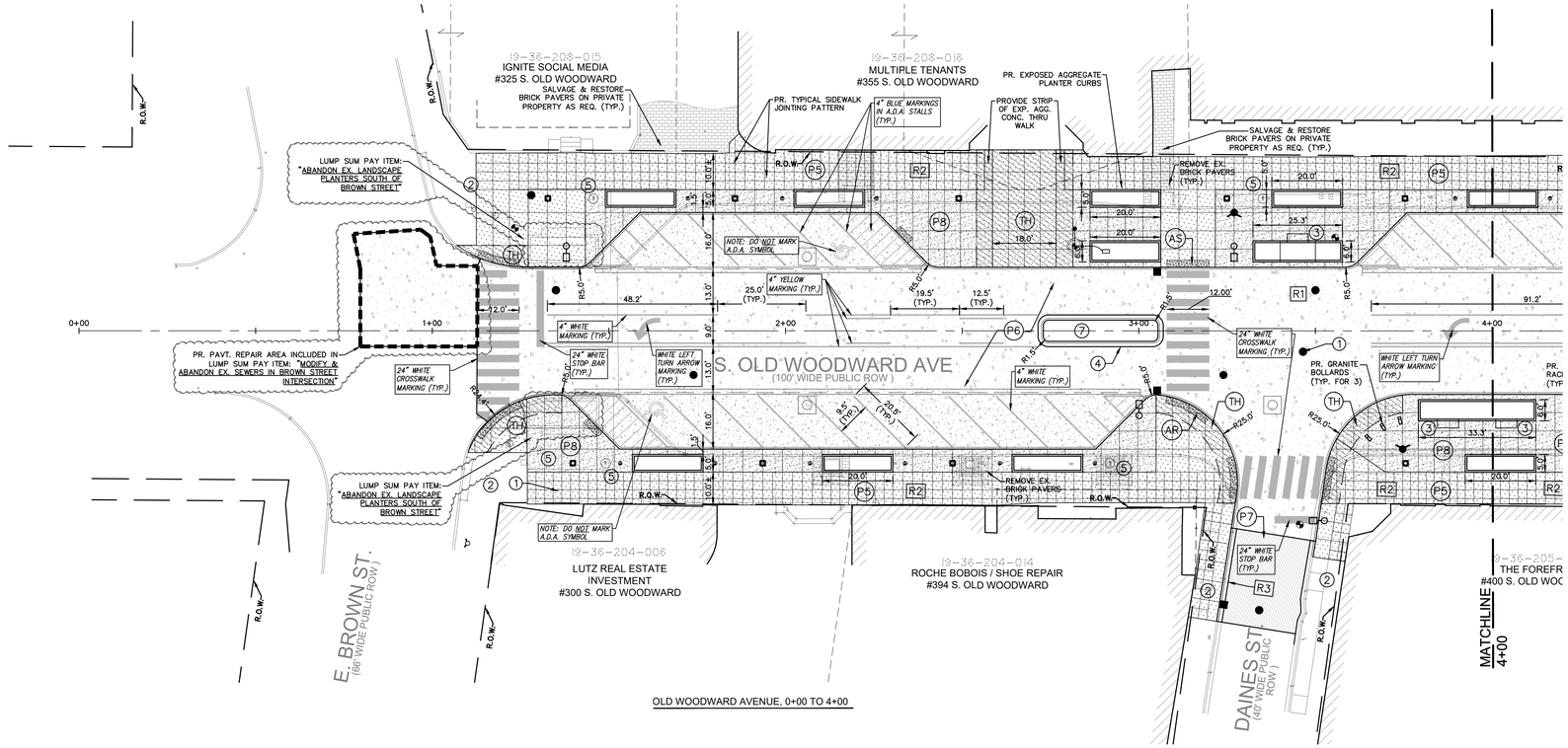
LANDSCAPE ARCHITECT
MKSK
4219 WOODWARD AVE., STE. 305
DETROIT, MI 48201
CONTACT: MS. HALEY WOLFE
PHONE: (313) 652-1101
EMAIL: HWOLFE@MKSKSTUDIOS.COM

CITY ELECTRICAL
BERBIGLIA ASSOCIATES, INC.
36400 W. TWELVE MILE RD.
FARMINGTON HILLS, MI 48331
CONTACT: MR. JOHN BERBIGLIA, P.E., LEED AP
PHONE: (248) 489-3100
EMAIL: JBERBIGLIA@BERBIGLIAASSOC.COM

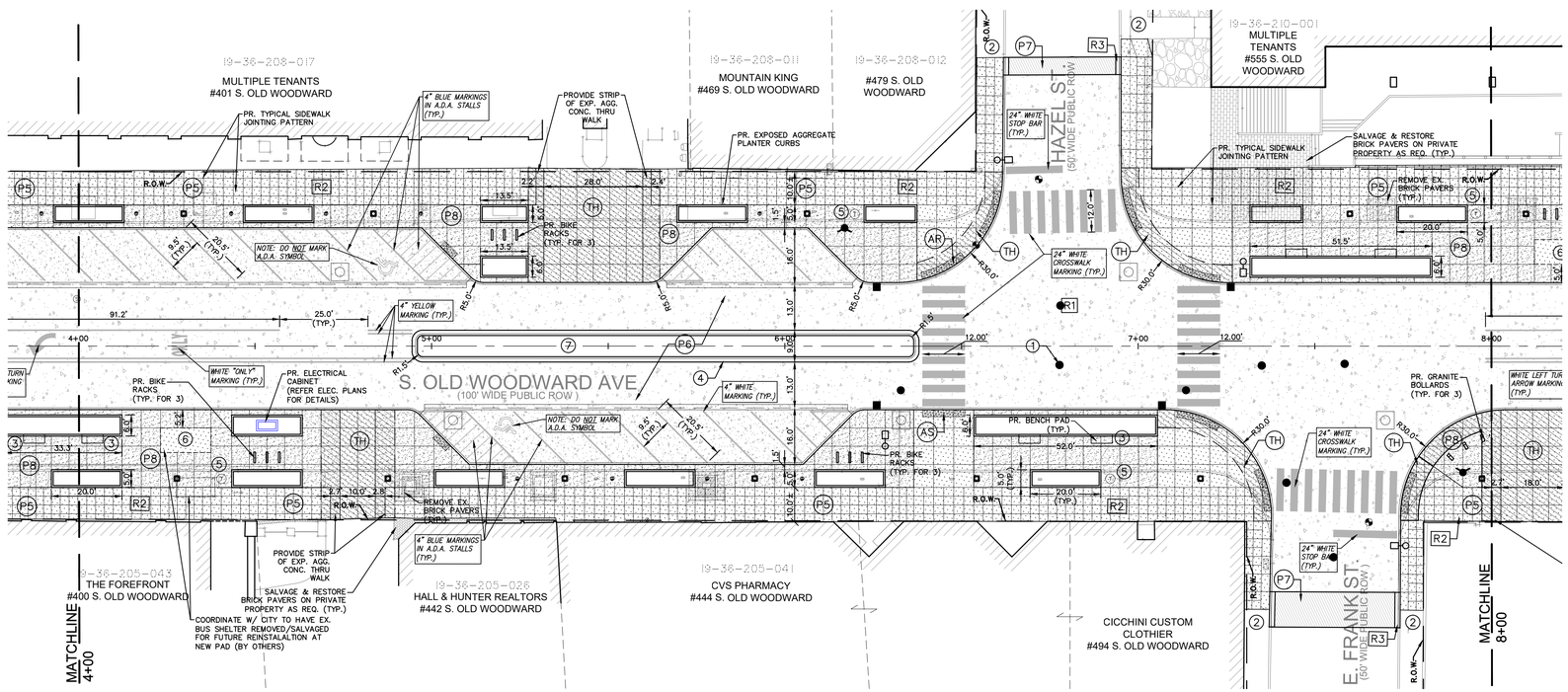
CITY FIBER CONDUIT
TURNKEY NETWORK SOLUTIONS
7020 SOUTHBELT DRIVE SE
CALEDONIA, MI 49316
CONTACT: MR. TOM GLASS
PHONE: (616) 455-9840
EMAIL: TGLASS@TKNS.NET

APPROVED DATE

MARCH 17, 2022 ADDENDUM NO.3



OLD WOODWARD AVENUE, 0+00 TO 4+00



OLD WOODWARD AVENUE, 4+00 TO 8+00

REMOVAL NOTES & LEGEND

R1 *REMOVE EX. PAVEMENT FULL-DEPTH, INCLUDING CONC. CURB & GUTTER, EXCAVATE, AND INSTALL PR. PAVEMENT SECTIONS AS INDICATED (TYP.)*

R2 *REMOVE EX. SIDEWALK (INCLUDING EX. BRICK PAVER WITH REINFORCED CONC. BASE AREAS) FULL-DEPTH, EXCAVATE & INSTALL PR. SIDEWALK SECTIONS AS INDICATED (TYP.)*

R3 *REMOVE & REPLACE REMOVE EX. CURB & GUTTER AND INSTALL PR. 18" MD. CURB AND GUTTER PER M.D.O.T. DETAIL F2, MODIFIED (TYP.)*

PAVING NOTES & LEGEND

- P5 — PR SAWCUT CONC. SIDEWALK (LIGHT BROOM FINISH)
- P6 — PR. CONC. PAVT. W/ INTEGRAL CURB (8" THICK ON OLD WOODWARD, 7" THICK IN PARKING AREAS)
- P7 — PR. FULL-DEPTH ASPHALT REPAIR (BASE/LEVELING COURSE: MDOT 4EML; TOP/SURFACE COURSE: MDOT 5EML)
- P8 — PR. EXPOSED AGG. CONC. SIDEWALK
- TH — THICKEN PR. CONC. WALK (6" THICK)
- AS — PR. ADA TRUNCATED DOMES – STRAIGHT
- AR — PR. ADA TRUNCATED DOMES – RADIAL
- 1 — ALL RIMS OF STRUCTURES, SHUT-OFFS, HANDHOLES & BOXES SHALL BE FLUSH TO PROPOSED FINISHED GRADES (TYP.)
- 2 — EXISTING SIDEWALK TO REMAIN & BE PROTECTED (OUTSIDE OF SHOWN REPAIR LIMITS) (TYP.)
- 3 — PROPOSED GRANITE SEAT WALL (TYP.)
- 4 — PROPOSED MEDIAN ISLAND CURB & GUTTER, PER M.D.O.T. DETAIL F1/F2.
- 5 — PR. TRASH RECEPTACLE (FURNISHED & INSTALLED BY OTHERS)
- 6 — PROPOSED BUS STOP SHELTER (INSTALL 10" REINFORCED CONCRETE)
- 7 — PROPOSED MEDIAN LANDSCAPE ISLAND (SEE L.S. PLAN FOR PLANTING DETAILS)
- PR. INTERSECTION LIGHT POLE
- PR. PEDESTRIAN LIGHT POLE
- PR. PARKING METER
- PR. CONC. GUTTER PAN & FLOW LINE
- PR. CURB & GUTTER, DETAIL F1/F2 PR. FLOW LINE
- PR. INTEGRAL CURB PER M.D.O.T. DETAIL F2, MOD.
- PR. EXP. AGG. PLANTER CURB (SEE L.S. PLAN FOR PLANTING DETAILS)
- PR. GRANITE BOLLARD
- PR. BICYCLE RACK HOOP

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LAND SURVEYORS
LAND PLANNERS

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

SEAL

PROJECT
South Old Woodward Ave.
Reconstruction Project (Phase 3)
Contract #1-22(P)

CLIENT
City of Birmingham
A Walkable Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW/NE 1/4
Section 25/36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

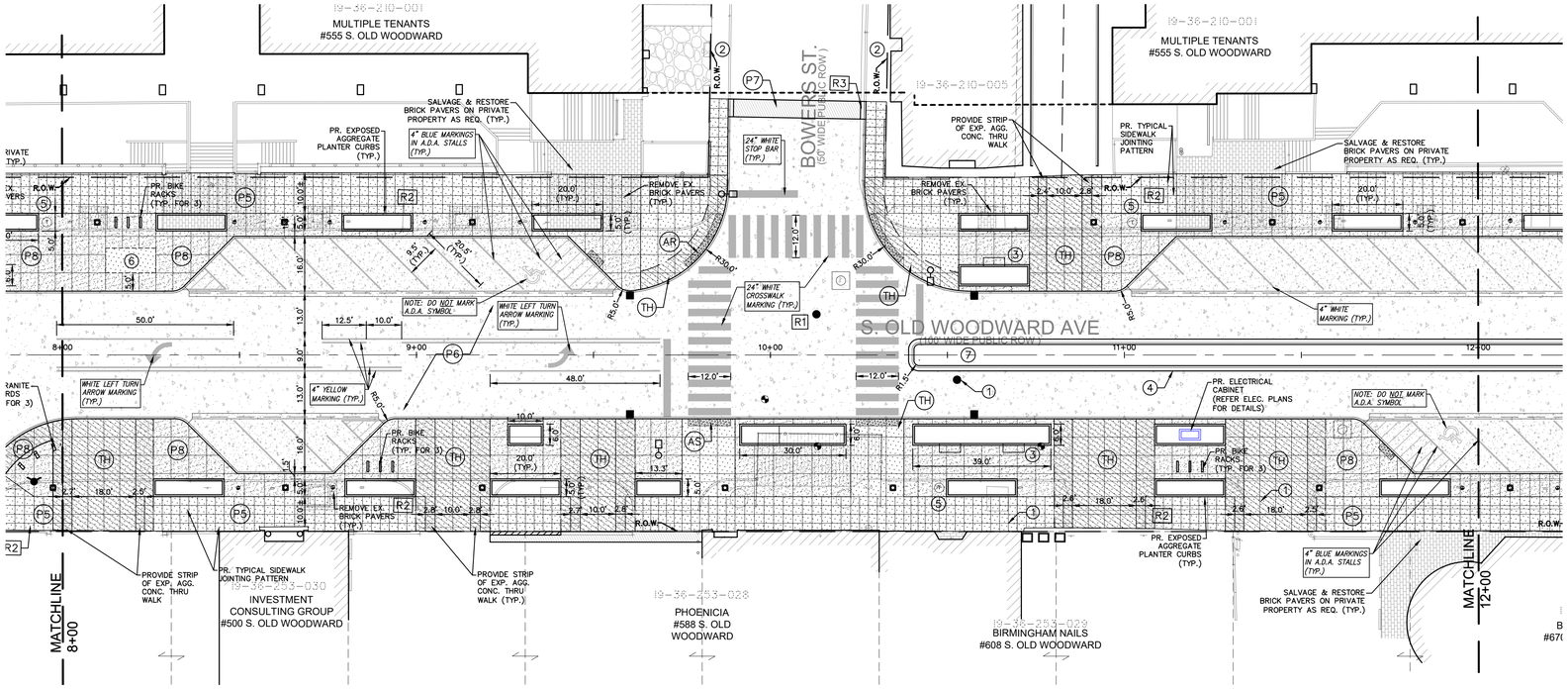
SHEET
Paving Plan
N./S. Old woodward Ave.
Sta. P.O.B. to 8+00

811 Know what's below Call before you dig.

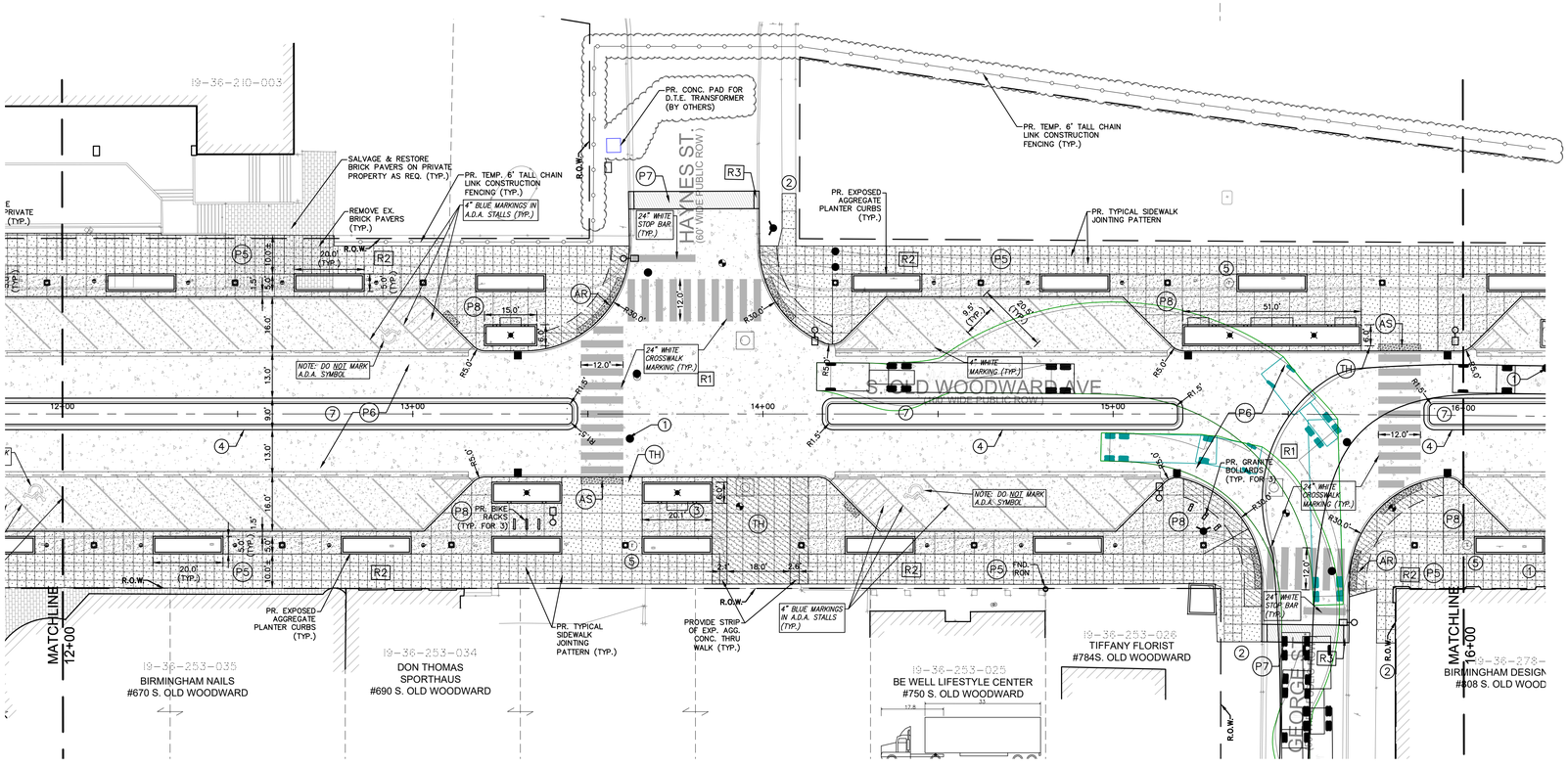
DATE	ISSUED/REVISED
01-07-2022	50% CITY REVIEW
02-07-2022	90% CITY REVIEW
02-14-2022	BIDS
03-14-2022	ADDENDUM NO. 2

DRAWN BY: G. Viju
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: January 07, 2022
SCALE: 1" = 20'

NFE JOB NO. M270
SHEET NO. C25



OLD WOODWARD AVENUE, 8+00 TO 12+00



OLD WOODWARD AVENUE, 12+00 TO 16+00

REMOVAL NOTES & LEGEND

R1 REMOVE
EX. PAVEMENT FULL-DEPTH, INCLUDING CONC. CURB & GUTTER, EXCAVATE, AND INSTALL PR. PAVEMENT SECTIONS AS INDICATED (TYP.)

R2 REMOVE
EX. SIDEWALK (INCLUDING EX. BRICK PAVER WITH REINFORCED CONC. BASE AREAS) FULL-DEPTH, EXCAVATE & INSTALL PR. SIDEWALK SECTIONS AS INDICATED (TYP.)

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South Old Woodward Ave.
Reconstruction Project (Phase 3)
Contract #1-22(P)

CLIENT
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A Walkable Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

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Range 10 East, City of
Birmingham, Oakland
County, Michigan

SHEET
Paving Plan
N./S. Old woodward Ave.
Sta. 8+00 to 16+00

811
Know what's below
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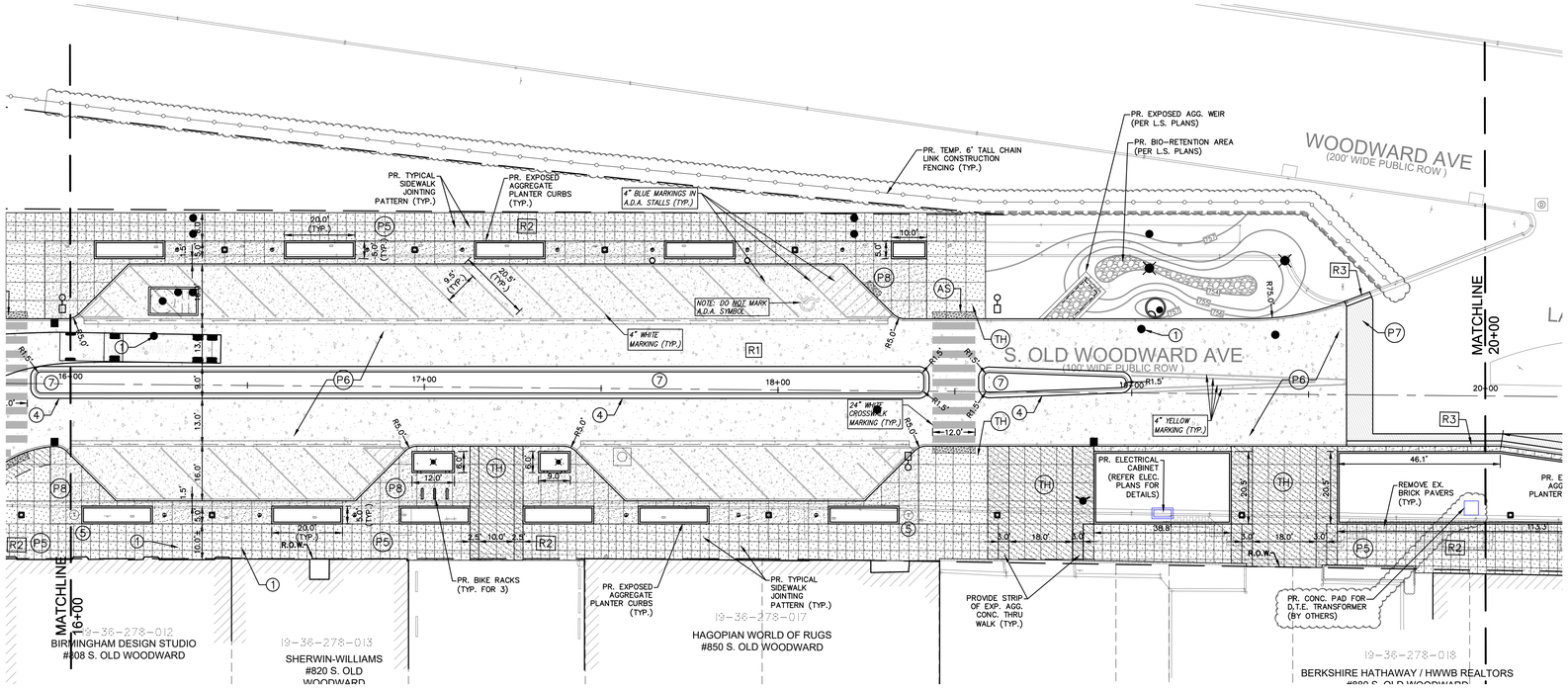
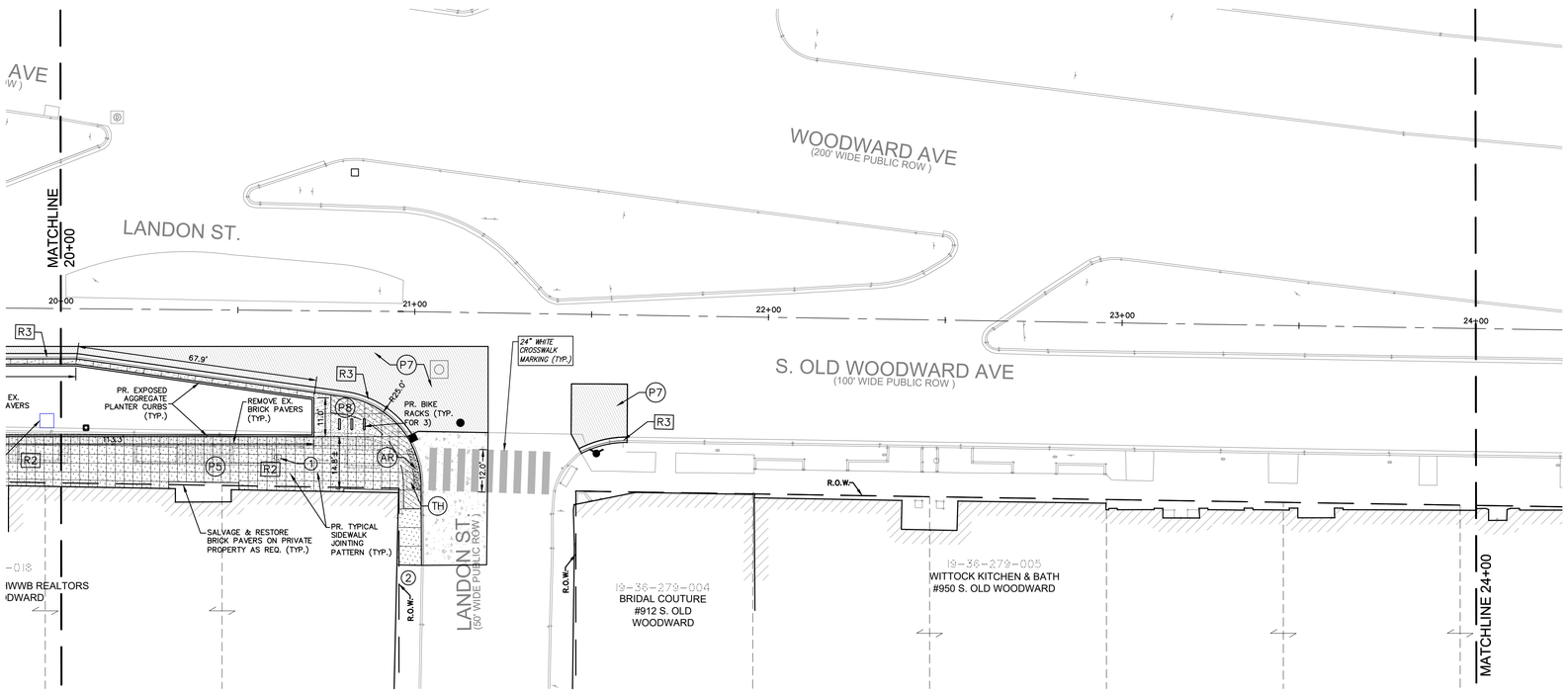
DRAWN BY: G. Viju
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: January 07, 2022
SCALE: 1" = 20'
20 10 0 10 20 30

NFE JOB NO. M270
SHEET NO. C26



OLD WOODWARD AVENUE, 16+00 TO 20+00



OLD WOODWARD AVENUE, 20+00 TO 24+00

REMOVAL NOTES & LEGEND

R1 — REMOVE
EX. PAVEMENT FULL-DEPTH, INCLUDING CONC. CURB & GUTTER, EXCAVATE, AND INSTALL PR. PAVEMENT SECTIONS AS INDICATED (TYP.)

R2 — REMOVE
EX. SIDEWALK (INCLUDING EX. BRICK PAVER WITH REINFORCED CONC. BASE AREAS) FULL-DEPTH, EXCAVATE & INSTALL PR. SIDEWALK SECTIONS AS INDICATED (TYP.)

R3 — REMOVE & REPLACE
REMOVE EX. CURB & GUTTER AND INSTALL PR. 18" MD. CURB AND GUTTER PER M.D.O.T. DETAIL F2, MODIFIED (TYP.)

PAVING NOTES & LEGEND

- P5 — PR SAWCUT CONC. SIDEWALK (LIGHT BROOM FINISH)
- P6 — PR. CONC. PAVT. W/ INTEGRAL CURB (8" THICK ON OLD WOODWARD, 7" THICK IN PARKING AREAS)
- P7 — PR. FULL-DEPTH ASPHALT REPAIR (BASE/LEVELING COURSE: MDOT 4EML; TOP/SURFACE COURSE: MDOT 5EML)
- P8 — PR. EXPOSED AGG. CONC. SIDEWALK
- TH — THICKEN PR. CONC. WALK (6" THICK)
- AS — PR. ADA TRUNCATED DOMES – STRAIGHT
- AR — PR. ADA TRUNCATED DOMES – RADIAL
- 1 — ALL RIMS OF STRUCTURES, SHUT-OFFS, HANDHOLES & BOXES SHALL BE FLUSH TO PROPOSED FINISHED GRADES (TYP.)
- 2 — EXISTING SIDEWALK TO REMAIN & BE PROTECTED (OUTSIDE OF SHOWN REPAIR LIMITS) (TYP.)
- 3 — PROPOSED GRANITE SEAT WALL (TYP.)
- 4 — PROPOSED MEDIAN ISLAND CURB & GUTTER, PER M.D.O.T. DETAIL F1/F2.
- 5 — PR. TRASH RECEPTACLE (FURNISHED & INSTALLED BY OTHERS)
- 6 — PROPOSED BUS STOP SHELTER (INSTALL 10" REINFORCED CONCRETE)
- 7 — PROPOSED MEDIAN LANDSCAPE ISLAND (SEE L.S. PLAN FOR PLANTING DETAILS)
- PR. INTERSECTION LIGHT POLE
- PR. PEDESTRIAN LIGHT POLE
- PR. PARKING METER
- PR. CONC. GUTTER PAN & FLOW LINE
- PR. CURB & GUTTER, DETAIL F1/F2 PR. FLOW LINE
- PR. INTEGRAL CURB PER M.D.O.T. DETAIL F2, MOD.
- PR. EXP. AGG. PLANTER CURB (SEE L.S. PLAN FOR PLANTING DETAILS)
- PR. GRANITE BOLLARD
- PR. BICYCLE RACK HOOP

UTILITY NOTE

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

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

PROJECT
South Old Woodward Ave.
Reconstruction Project (Phase 3)
Contract #1-22(P)

CLIENT
City of Birmingham
A Walkable Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW/NE 1/4
Section 25/36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

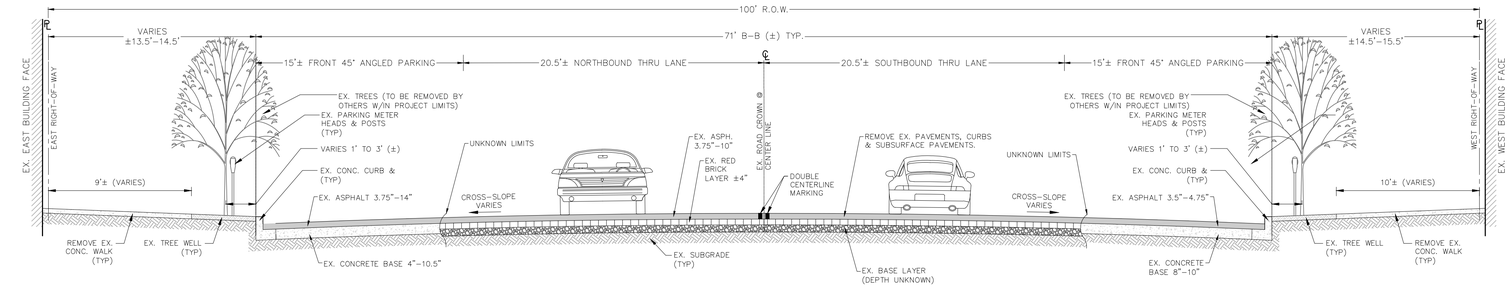
SHEET
Paving Plan
N./S. Old woodward Ave.
Sta. 16+00 to 24+00

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
01-07-2022	50% CITY REVIEW
02-07-2022	90% CITY REVIEW
02-14-2022	BIDS
03-14-2022	ADDENDUM NO. 2

DRAWN BY: G. Viju
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: January 07, 2022
SCALE: 1" = 20'

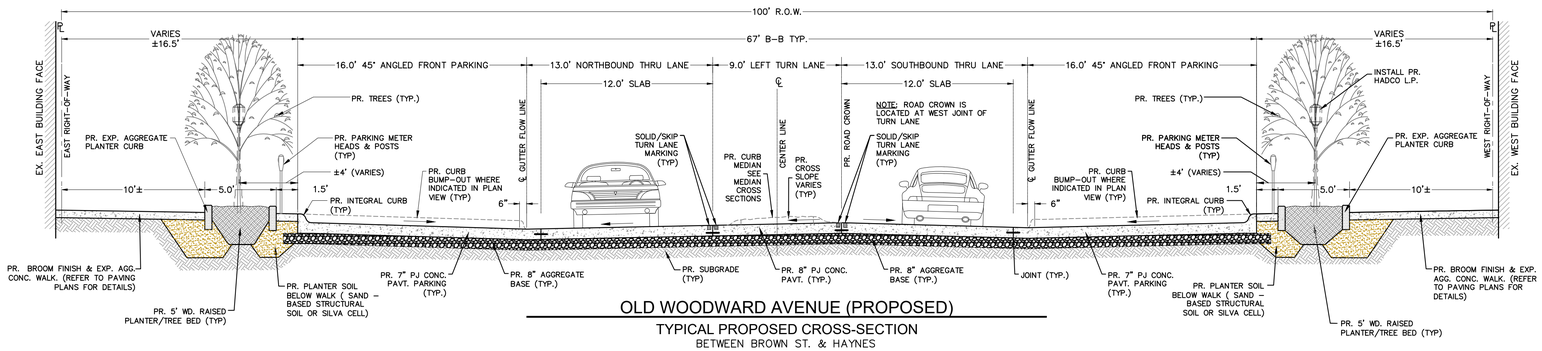
NFE JOB NO. M270
SHEET NO. C27



S. OLD WOODWARD AVENUE (EXISTING)

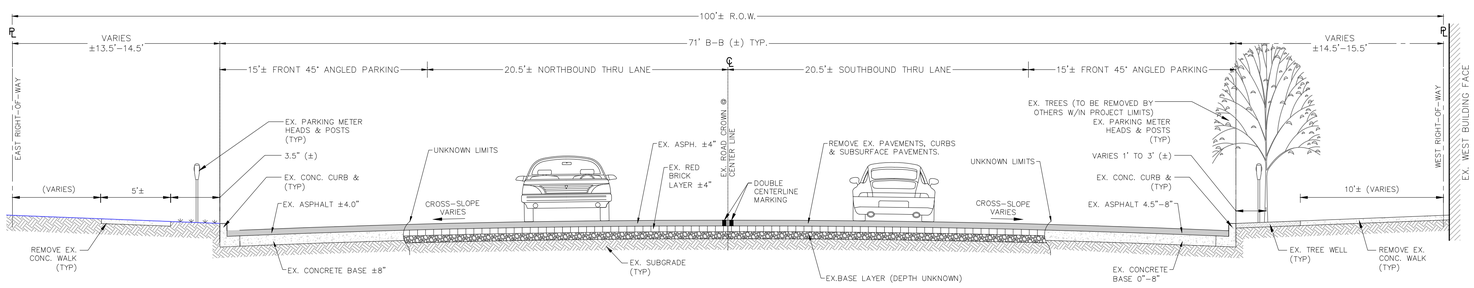
TYPICAL EXISTING CROSS-SECTION
BETWEEN BROWN ST. & HAYNES ST.
N.T.S.

NOTES:
1. EXISTING DEPTHS ARE AVERAGED AND LIMITS OF PAVEMENT TYPES ARE UNKNOWN. REFER SOIL REPORT FOR DETAILS.
2. OLD WOODWARD MAY CONTAIN EXISTING RAILROAD MATERIALS SUCH AS WOOD TIES, STEEL RAILS, ETC., WHICH MAY BE ENCOUNTERED DURING PAVEMENT REMOVAL. REMOVAL OF ANY SUCH ITEMS SHALL BE REQUIRED AND IS INCIDENTAL TO THE PAVEMENT REMOVAL PAY ITEM.



OLD WOODWARD AVENUE (PROPOSED)

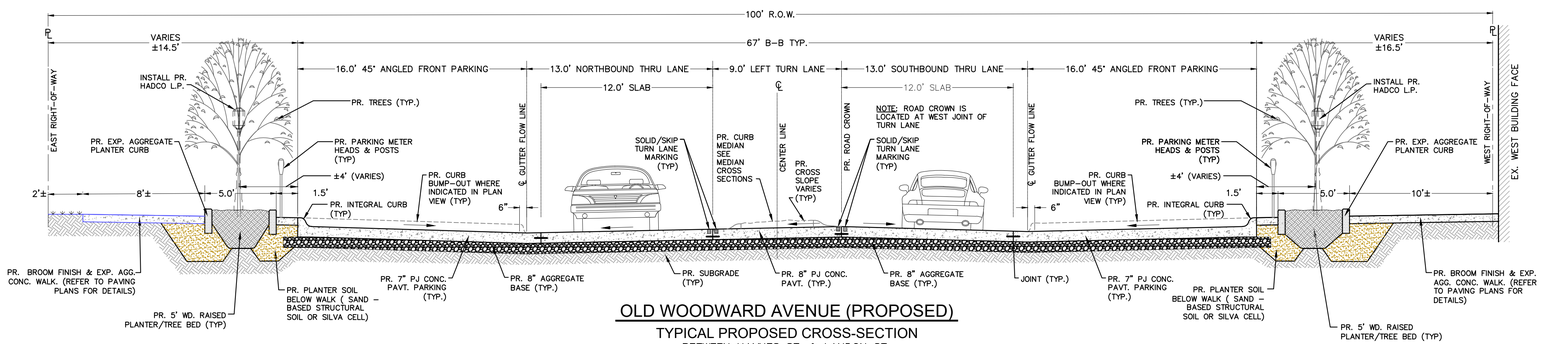
TYPICAL PROPOSED CROSS-SECTION
BETWEEN BROWN ST. & HAYNES
N.T.S.



OLD WOODWARD AVENUE (EXISTING)

TYPICAL EXISTING CROSS-SECTION
BETWEEN HAYNES ST. & LANDON ST.
N.T.S.

NOTES:
1. EXISTING DEPTHS ARE AVERAGED AND LIMITS OF PAVEMENT TYPES ARE UNKNOWN. REFER SOIL REPORT FOR DETAILS.
2. OLD WOODWARD MAY CONTAIN EXISTING RAILROAD MATERIALS SUCH AS WOOD TIES, STEEL RAILS, ETC., WHICH MAY BE ENCOUNTERED DURING PAVEMENT REMOVAL. REMOVAL OF ANY SUCH ITEMS SHALL BE REQUIRED AND IS INCIDENTAL TO THE PAVEMENT REMOVAL PAY ITEM.



OLD WOODWARD AVENUE (PROPOSED)

TYPICAL PROPOSED CROSS-SECTION
BETWEEN HAYNES ST. & LANDON ST.
N.T.S.

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

PROJECT
South Old Woodward Ave. Reconstruction Project (Phase 3)
Contract #1-22(P)

CLIENT
City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Southeast $\frac{1}{4}$ of Section 36, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan

SHEET
Existing & Proposed Road Cross-Sections

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

DATE	ISSUED/REVISED
01-07-22	50% CITY REVIEW
02-07-22	90% CITY REVIEW
02-14-22	BIDS

DRAWN BY: G. Viju
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: January 07, 2022
SCALE: N.T.S.

NFE JOB NO. M270
SHEET NO. C28

REQUEST FOR PROPOSALS
FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

Sealed proposals endorsed "**WAYFINDING/SIGNAGE PROGRAM UPDATES**", will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until **(INSERT DATE)** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from design professionals to help the city update its existing Citywide Wayfinding and Signage Design Program. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham Community Development Department, 151 Martin St., Birmingham, Michigan.

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

Submitted to MITN: **(INSERT DATE)**
Deadline for Submissions: **(INSERT DATE)**
Contact Person: Nicholas J. Dupuis, Planning Director
151 Martin Street
Birmingham, MI 48009
Phone: 248-530-1856
Email: ndupuis@bhamgov.org

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REQUEST FOR PROPOSALS
FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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INTRODUCTION

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private consulting firm or firms will hereby be referred to as "Contractor."

The City of Birmingham is seeking the services of a design professional to work with members of its Community Development Department, Birmingham Shopping District, Communications and residents to update an existing wayfinding/signage program for the entire City. The purpose of this RFP is to request sealed bid proposals from qualified candidates. The bid shall include presentation of qualifications, capabilities, and costs for providing a design services in accordance with the following objectives:

1. Evaluate and update the Citywide Wayfinding and Signage Design Program (2004); and
2. Review recommendations within the City's various master plans including (but not limited to) the Parks and Recreation Master Plan, Triangle District Urban Design Plan, Eton Road Corridor Plan, and The Birmingham Plan 2040 for inclusion in new document.

The goal of this project is to integrate all municipal signage into a cohesive, user-friendly program that will provide fresh and consistent wayfinding for the City of Birmingham. Several different municipal operations and initiatives will need to be incorporated into the plan including, but not limited to:

- New city logo design
- Parking system signage
- Birmingham Shopping District
- City parks
- Gateway signage
- Birmingham Museum
- Baldwin Public Library
- Historic Districts
- Public Art

It is anticipated that the selection of a firm will be completed by **(INSERT DATE)**. An agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

SCOPE OF WORK

The selected Contractor will work with the City to update the Citywide wayfinding and Signage Design Program and provide the City with a new, official guide for all City wayfinding signage. The scope of services is as follows:

1. Review related documents and master plans.

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2. Review City Style Guide and other publications to create cohesive design.
3. Recommend changes to typography, symbology and other graphics.
4. Provide specific recommendations for updated locations.
5. Develop a system maintenance program.
6. Provide recommendations on new technology.
7. Provide a timeline for project implementation, including costs and potential funding sources.

This outline is not necessarily all-inclusive and the Contractor shall include in the proposal any other tasks and services deemed necessary to satisfactorily complete the project. Additional meetings with both the Planning Board and City Commission may be requested as needed.

DELIVERABLES

Deliverable #1 – A first draft of a proposal for an updated Citywide Wayfinding and Signage Design Program for review by the Wayfinding and Gateway Signage Committee.

- One (1) electronic PDF version of the document.

Deliverable #2 – A complete final draft with proposed updates and recommendations for signage across the City.

- One (1) electronic PDF version of final document.
- Five (**10**) bound hard-copy sets of the final document.

TIME SCHEDULE AND COST PROPOSAL

All proposals must include a proposed time schedule for completion of the report and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required.

The Contractor shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

All work must be completed prior to (INSERT DATE).

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **(INSERT DATE)** to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) electronic copy and one (1) hard copy of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**WAYFINDING/SIGNAGE PROGRAM UPDATES**". Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer.

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Respondents may submit more than one proposal provided each proposal meets the functional requirements.

SUBMISSION REQUIREMENTS

All proposals that wish to be considered must contain the following:

1. Cover Letter;

2. Qualifications of the Contractor and of the key employees that will be involved in the project. The project team should include each of the following skill sets:

    a. Experience with the preparation of design plans;
    b. Mastery of graphic design; and
    c. Understanding of wayfinding and signage.

3. Details of Contractor(s) experience with the preparation of wayfinding design plans, including references from at least two relevant communities where such guidelines have been completed. (Portions of sample plans prepared by the Contractor should be submitted with the proposal, up to a maximum of twenty-five (25) pages);

4. List of sub-contractors and their qualifications, if applicable;

5. Overview of the scope of work to be completed, broken down into the following separate components:

    a. Review of related documents and master plans.
    b. Review of City Style Guide and other publications to create cohesive design.
    c. Recommendations for changes to typography, symbology and other graphics.
    d. Providing specific recommendations for updated locations.
    e. Developing a system maintenance program.
    f. Providing recommendations on new technology.
    g. Providing a timeline for project implementation, including costs and potential funding sources.

6. Project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline and an understanding of the anticipated project completion timeline;

7. Agreement (Attachment A – **only if selected by the City**)

8. Bidders Agreement (Attachment B);

9. Cost Proposal (Attachment C);

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10. Iran Sanctions Act Vendor Certification (Attachment D); and

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered via email to Nicholas Dupuis at ndupuis@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. Email requests must contain in their subject line "Request for Clarification". All inquiries received will be answered and posted on MITN at least 3 days prior to the RFP submission due date.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder, and the contract will require the completion of the work pursuant to these documents.

5. Each respondent shall include in their proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

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

EVALUATION PROCEDURE AND CRITERIA

The City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.
- Experience of the Contractor with similar projects.
- Content of Proposal.

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- Cost of Services.
- Timeline and Schedule for Completion.
- References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

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

8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to review and approve any work performed by the Contractor.

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

ANTICIPATED PROJECT TIMELINE

Evaluate Respondents	May/June 2022
Award Contract	June/July 2022

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Project Kick-Off Meeting	September 2022
First Draft Due	January 2023
Second Draft Due	July 2023
Final Draft of Plan Completed	October 2023

All work must be completed prior to **(INSERT DATE)**. The final project schedule will be developed in conjunction with the City and the contractor upon contract award.

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ATTACHMENT A
AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

This AGREEMENT, made this _____ day of _____, 2022, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham has heretofore advertised for bids for the procurement and performance of services required to perform design services to provide wayfinding/signage program updates, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to crate a new comprehensive set of historic design guidelines;

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide wayfinding/signage program updates and the Contractor's cost proposal dated _____, 2022 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (Attachment A). If any of the documents are in conflict with one another, this Agreement shall take precedence.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _____, as set forth in the Contractor's _____, 2022 cost proposal to perform the scope of work as contained in the RFP (Attachment A).

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

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as

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

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

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

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

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11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

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

    b. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

    c. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

    d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

    e. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

    f. 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-

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Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

g. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

   i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
   ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
   iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   iv. Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
   v. If so requested, Certified Copies of all policies mentioned above will be furnished.

h. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

i. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested

in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Nicholas Dupuis
151 Martin St.
Birmingham, MI 48009
(248)-530-1856

CONTRACTOR
_____
_____
_____
_____

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

CONTRACTOR

By:_____

Its:_____

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss:
)

On this _____ day of _____, 2022, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

_____
Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires:_____

CITY OF BIRMINGHAM

By:_____
Therese Longe

By:_____
Alexandria Bingham

Its:_____

Its: _____

APPROVED

_____
Nicholas Dupuis, Planning Director
(Approved as to Substance)

_____
Mark Gerber, Director of Finance
(Approved as to Financial Obligation)

_____
Mary Kucharek, City Attorney
(Approved as to Form)

_____
Thomas M. Markus, City Manager
(Approved as to Substance)

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ATTACHMENT B

BIDDERS AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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BIDDERS AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY (PRINT NAME) **DATE**

AUTHORIZED SIGNATURE

TITLE **EMAIL ADDRESS**

COMPANY

ADDRESS **PHONE**

NAME OF PARENT COMPANY

ADDRESS **PHONE**

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ATTACHMENT C

COST PROPOSAL FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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COST PROPOSAL FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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

**Attach technical specifications for all proposed materials as outlined in the Submission Requirements section of the RFP (pg. 5-6)*

COST PROPOSAL	
ITEM	**BID AMOUNT**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL BID AMOUNT	$
ADDITIONAL BID ITEMS	
Additional Meetings with City Staff and Boards	$
Other -	$
Other -	$
GRAND TOTAL AMOUNT	$

Firm Name:_____

Authorized Signature:_____ Date:_____

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ATTACHMENT D

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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

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

PREPARED BY (PRINT NAME) **DATE**

AUTHORIZED SIGNATURE

TITLE **EMAIL ADDRESS**

COMPANY

ADDRESS **PHONE**

NAME OF PARENT COMPANY

ADDRESS **PHONE**

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City of Birmingham
A Walkable Community

MEMORANDUM

City Manager's Office

DATE: April 18, 2022

TO: Thomas M. Markus, City Manager

FROM: Jana Ecker, Assistant City Manager

SUBJECT: RH Coordination Agreement

INTRODUCTION:
During the 2022 construction season, there will be two major construction projects commencing on S. Old Woodward between Brown Street and Daines Street, the City's road reconstruction project and construction of the RH building. Given the complexities involved in ensuring the coordination required for the construction of the RH building at the same time the City will be reconstructing S. Old Woodward, City staff recommends an agreement between the parties to outline the rights and obligations of both the City and RH in connection with the use of S. Old Woodward, E. Brown Street and Daines Street rights of way and the reconstruction of S. Old Woodward.

BACKGROUND:
RH is the owner of the property located at 300 - 394 S. Old Woodward Avenue, where RH will demolish two existing buildings and construct a new four (4) story building commencing in the spring of 2022 with a planned completion date of fall 2024 . All construction on the RH Parcel will be completed by Sachse Construction. The RH property's eastern border runs parallel with and adjacent to S. Old Woodward, the northern border runs parallel with and adjacent to E. Brown Street, and the southern border runs parallel with and adjacent to Daines Street. S. Old Woodward, E. Brown Street and Daines Street are all public rights of way owned by the City of Birmingham. The City plans to remove the road surface, all utilities and the streetscape on S. Old Woodward from E. Brown Street south to Landon Street during the 2022 construction season, install new water and sewer lines, and reconstruct the road and streetscape.

In order to construct the RH building, it is necessary for RH and Sachse to secure a construction staging area for storage and staging during construction, which will include the RH Parcel and a portion of the S. Old Woodward, E. Brown Street and Daines Street rights of way. In order to construct the City's S. Old Woodward project, it will be necessary for the City to use the Daines Street roadway as a City staging area.

As RH and/or Sachse will be occupying a portion of the S. Old Woodward right of way during the City's construction period, it will be necessary for RH and/or Sachse to perform a complete reconstruction of the roadway and streetscape being used as a construction staging area at their cost, once construction of the RH building is complete.

LEGAL REVIEW:
The City Attorney has reviewed and approved the proposed Coordination Agreement between the City, RH and Sachse Construction. The City Attorney has also reviewed this memo and the suggested resolution and has no objection as to form and content.

FISCAL IMPACT:
The RH Coordination Agreement requires RH and/or Sachse Construction to complete the reconstruction of S. Old Woodward starting at the gutter pan line between the on street parking lane and southbound traffic lane running up to RH's eastern property line. RH and/or Sachse Construction will install new water and sewer laterals, and will also be responsible for the installation of the new streetscape in accordance with the City's plan. RH and/or Sachse Construction will also install the concrete parking lane once the water and sewer laterals are complete. All of these improvements will be done completely at RH and/or Sachse's expense.

PUBLIC COMMUNICATIONS:
There have been numerous public meetings discussing the proposed RH building and the S. Old Woodward Reconstruction Project. The City has met with representatives of RH and Sachse to discuss the logistics plans and coordination efforts.

SUMMARY:
City staff recommends that the City Commission approve the attached Coordination Agreement with RH and Sachse Construction to ensure a well coordinated construction season for S. Old Woodward in 2022.

Upon further review, the City Manager recommends that the City Commission consider amending paragraph 11 of the Coordination Agreement to require RH and/or Sachse to repave E. Brown and to remove and replace any curb, gutters and sidewalks on E. Brown and any sidewalks on Daines at the sole discretion and direction of the City.

ATTACHMENTS:
- RH Coordination Agreement with Exhibits

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve an agreement with RH and Sachse Construction for the coordination of construction activities on S. Old Woodward and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT

THIS CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT ("the Agreement") is made this 19th day of April, 2022 by and between the **CITY OF BIRMINGHAM,** a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, MI 48009 ("City"), **WOODWARD DEVELOPMENT, LLC,** a Delaware Corporation, whose address is 15 Koch Road, Corte Madera, 94925 ("RH") and **SACHSE CONSTRUCTION & DEVELOPMENT,** a Michigan Corporation, whose address is 260 E. Brown Street, Birmingham, MI 48009 ("Sachse")

RECITALS

A. RH is the owner of the property located at 300 S. Old Woodward Avenue, Birmingham, ("the Parcel") upon which RH will demolish two existing buildings and construct a new four (4) story building that will include one underground parking level, three floors of retail space and a restaurant on the fourth floor ("the Building") commencing in the spring of 2022 with a planned completion date of fall 2024 . The Parcel's eastern border runs parallel with and adjacent to S. Old Woodward, the Parcel's northern border runs parallel with and adjacent to E. Brown Street, and the Parcel's southern border runs parallel with and adjacent to Daines Street. The legal description of the RH Parcel is attached as Exhibit A.

B. S. Old Woodward, E. Brown Street and Daines Street are all public rights of way owned by the City of Birmingham. The City plans to remove the road surface, all utilities and the streetscape on S. Old Woodward from E. Brown Street south to Landon Street during the 2022 construction season, install new water and sewer lines, and reconstruct the road and streetscape ("City Road Project") in accordance with the plans shown in Exhibit B.

C. All construction on the RH Parcel will be completed by Sachse Construction. Representatives of RH and Sachse Construction have met with the City to coordinate the construction activities related to the Building and the City Project. In order to construct the Building, it will be necessary to secure a Construction Staging Area ("the CSA") for storage and staging during construction, which will include the RH Parcel and a portion of the S. Old Woodward, E. Brown Street and Daines Street rights of way as shown in Exhibit C.

D. In order to construct the City Road Project, it will be necessary for the City to use the Daines Street roadway as a City staging area. The City will therefore not allow RH and/or Sachse to use any portion of the roadway on Daines Street for any construction staging during the construction period of the City Road Project. The City will allow RH and/or Sachse to utilize the sidewalk portion of the right of way along Daines Street during the City Road Project construction period. The City shall allow RH and/or Sachse to use the Daines Street roadway once the City Road Project is completed, with the provision that no construction traffic will be permitted on Daines Street west of the RH Parcel.

E. As RH and/or Sachse will be occupying the portion of the CSA located in the S. Old Woodward right of way during the City Road Project construction period, it will be necessary for RH and/or Sachse to perform a complete reconstruction of the roadway and streetscape in this portion of the CSA, at their cost, after construction of the Building is complete in accordance with the plans detailed in Exhibit B. In exchange, the City will not bill the RH Parcel for the roadway and streetscape improvements through the Special Assessment District.

F. Given the complexities involved in ensuring the coordination required for the construction of the Building on S. Old Woodward between E. Brown and Daines Street at the same time the City will be constructing the City Road Project in this area, the parties now desire to enter into this Agreement to set forth their respective rights and obligations in connection with the use of S. Old Woodward and E. Brown Street rights of way for purposes of the CSA.

THEREFORE, the Parties agree as follows:

1. Recitals. The Recitals above are hereby incorporated into and made a part of this Agreement.

2. Construction Staging Area. The City shall permit RH and/or Sachse to utilize public property along E. Brown Street, S. Old Woodward and Daines Street as a CSA in accordance with Exhibit C. RH and/or Sachse shall be responsible, at their own expense, for the removal of DTE street lighting in the CSA on S. Old Woodward, and for the installation and maintenance of signs, barricades, fencing, and gates to enclose the CSA and to prohibit access to the staging area by the public. RH and/or Sachse shall utilize Yodock 2001MB barricades with 6' high chain link fencing with privacy stripping mounted on top to enclose each CSA. Appropriate signage shall be erected indicating that the staging area is closed to the public and directing pedestrians to alternate access routes. The barriers and signage shall not be constructed until requisite approvals and permits are given and issued by the City, and thereafter shall be constructed in accordance with applicable laws, ordinances, and regulations and the drawing marked as Exhibit D.

3. Maintenance of CSA. RH and/or Sachse shall maintain the CSA in a secure and safe condition throughout the term of this Agreement. All water valves and storm and sanitary manholes within the CSA shall be accessible to the City or its contractors at all times for operation and maintenance. Placing any materials or parking any vehicles or equipment over the manholes or valve boxes is prohibited. Fire hydrants shall be accessible to the Birmingham Fire Department, and a three (3) foot clear zone around the fire hydrant must be maintained at all times, except for any fire hydrant that the City agrees should be removed and the supply capped (both at RH's expense) for reinstallation once the Building is completed. The Birmingham Fire Department may require, and RH and/or Sachse shall install signage over the fire hydrants on the fencing to indicate "hydrant." "Knox" padlocks

keyed for Birmingham, Michigan will be required for CSA fencing gate access. These locks will be married with an ordinary padlock and chain for emergency access. RH and/or Sachse is further responsible to contact the provider(s) of other utility, energy or telecommunication lines to ensure that access to those providers' lines is not adversely affected during this time.

4. Construction Site Enclosure. RH and/or Sachse shall provide building plans that detail the actual distances to scale between the Building and the construction barriers for each stage of the demolition and construction. Compliance with Sec. 3306 of the Michigan Building Code must be demonstrated for barrier placements. Barrier placements must be placed in a manner to protect pedestrians from any and all construction activity. Construction fencing and barriers are permitted on City property in the locations shown on the approved Logistics Plan attached as Exhibit D. RH and/or Sachse shall obtain a written agreement from the owner of the private property to the west for erecting construction fencing and barriers on that property.

5. Construction Crane Placement. RH and/or Sachse shall obtain approval from the City for the location of the base of the crane, which shall be determined and agreed upon by the City prior to the commencement of any construction activity. The crane must not be on City property, and any portion of the base located on the property to the west of the RH Parcel shall require a written agreement from that property owner. Should any portion of the crane project into any other private or public air space, RH and/or Sachse shall obtain written agreement from the necessary property owners.

6. Building Construction Oversight. RH and/or Sachse acknowledges that there shall be periodic safety checks at the construction site by the City to ensure Code compliance. RH and/or Sachse agree to provide contact information for a locally residing project manager prior to any work commencing.

7. Vehicular Circulation and Ingress/Egress. RH and/or Sachse shall require all construction and related vehicles to follow the ingress/egress plan attached as part of the Logistics Plan attached as Exhibit D. In accordance with this plan, there shall be no left turn onto Brown Street from the RH Parcel, nor any left turns from eastbound Brown Street onto S. Old Woodward. RH and/or Sachse shall install a "No Left Turn" sign for eastbound Brown Street at Woodward, and a warning sign of the "No Left Turn" at E. Brown Street must be installed on E. Brown at Pierce Street. The City shall allow RH and/or Sachse to use the Daines Street roadway once the City Road Project is completed, with the provision that no construction traffic will be permitted on Daines Street west of the RH Parcel. RH and/or Sachse will be responsible for any needed repairs to Daines Street that may be required due to the use of Daines by RH and/or Sachse.

8. Pedestrian Circulation. RH and/or Sachse shall ensure pedestrian route signage is installed in accordance with the pedestrian plan attached as part of the Logistics Plan attached as Exhibit D. RH and/or Sachse agree to provide a temporary crosswalk to be placed along the south side of Daines prior to the start of the City Road Project. After the City Road

Project is completed, RH and/or Sachse agree to place the crosswalk on the north side of Daines back into service, and to ensure that construction activities on the RH Parcel and in CSA do not affect the safe operation of this crosswalk. This may require a covered walk space due to the proximity of the work.

9. Road Closures. RH and/or Sachse shall inform the City of any temporary street or lane closures throughout the entirety of the project, and obtain the required permits for closure. RH and/or Sachse shall coordinate with adjacent property owners to minimize the closure of lanes and for public protection. RH road closures shall be coordinated with City project closures. The City will work with RH and/or Sachse to identify any items to be removed during construction of the City Road Project, and RH and/or Sachse shall return said items upon completion of City Road Project.

10. Reconstruction of S. Old Woodward Right of Way. RH agrees that it will reconstruct the S. Old Woodward right of way from the property line up to the gutter flow line running parallel to the southbound S. Old Woodward driving lane, which marks the edge of the diagonal on street public parking next to the City sidewalk, at its own cost. RH and/or Sachse shall match the road elevation at the gutter pan when the on street parking area is constructed by RH and/or Sachse. The City has agreed to alter the approved streetscape plans on S. Old Woodward between E. Brown Street and Daines Street to accommodate the entrance to the Building. RH and/or Sachse shall reconstruct the S. Old Woodward right of way in accordance with Exhibit B, with the exceptions relating to the placement of street lighting, planters, street trees, on street parking and parking meters as shown in Exhibit E. RH and/or Sachse shall retain design professionals beyond the design and execution of the construction of the streetscape and shall monitor the construction to ensure that the construction of the streetscape is performed according to plan and acceptable to the City of Birmingham. The City reserves the right to approve the design professionals selected as well as the contractor who performs the work. The concrete work is highly specialized, therefore, pre-approval by the City of the list of contractors must be provided prior to construction. RH and/or Sachse shall provide the City with approved shop drawings and certifications showing compliance with the specifications provided in Exhibit E, as well as the opportunity for the City to perform inspections of all forms for streetscape items, including but not limited to, form inspections for concrete work. RH and/or Sachse shall provide the City with copies of all third party testing for items associated with the roadway and streetscape items to be installed in the CSA along S. Old Woodward.

11. Condition of E. Brown Street Right of Way at Expiration of Agreement. Unless otherwise agreed by the parties, at the conclusion of the term of this Agreement, RH and/or Sachse shall remove all barricades, signs, equipment, construction materials, and debris from the CSA located on E. Brown Street and return the property to its original condition, including repair of any harm to any City property.

12. Term of Agreement. This Agreement shall commence on the Effective Date, provided, however, that RH and/or Sachse shall notify the City not less than seven (7) days in

advance of the date when RH and/or Sachse intends to commence construction of barricades to enclose the CSA. This Agreement shall terminate upon completion of construction of the Building, or on 12/31, 2023, whichever occurs first, subject to an automatic extension of up to 60 days upon written notice from RH and/or Sachse and agreement by the City, not less than thirty (30) days prior to termination date that an extension is necessary in order to complete the Building.

13. Insurance. RH and Sachse shall name the City as an insured or additional insure on a general liability insurance policy to be obtained and maintained by RH and Sachse for the construction of the Building providing coverage of not less than $1,000,000 per occurrence for property damage and not less than $1,000,000 per occurrence for injury to persons, and providing that such coverage may not be terminated or altered without at least 30 days prior written notice to the City. RH and Sachse shall maintain insurance coverage throughout the term of the Agreement in accordance with the insurance binders attached as Exhibit F.

14. Hold Harmless and Indemnification. To the fullest extent permitted by law, RH and Sachse and any entity and/or person for whom RH or Sachse is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of RH and/or Sachse, including their employees and agents, in the performance of the Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

15. Disputes. 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 all 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 judgement upon the award of the arbitrator made pursuant to this Agreement. This Agreement shall be governed by the laws of the State of Michigan and the arbitrations 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 a suit in the Oakland County Circuit Court or the 48th District Court.

16. Permits. RH and/or Sachse shall apply for, secure and maintain all permits and approvals as may be required in accordance with all applicable laws and ordinance of the City, State of Michigan, federal agencies and any other governmental entities.

17. Default. Any violation of this Agreement may result in a Stop Work Order until compliance is achieved. Should RH and/or Sachse fail to perform any of its obligations hereunder, RH and/or Sachse shall be in default of this Agreement and the City may take any and all remedial actions including, but not limited to, completion of the work set forth in this Agreement and/or site restoration and/or termination of the Special Land Use Permit for RH. Upon default, should the City elect to perform said work, the City shall provide invoices to RH and/or Sachse for the work performed. RH and/or Sachse shall immediately reimburse the City for all costs of work performed and necessitated to the default, including attorney fees. In the event RH and/or Sachse fails to reimburse the City, or any part thereof, the City may transfer said amount to the tax roll for the RH Parcel in accordance with Section 1-14 of the Birmingham City Code.

18. Interpretation. This Agreement is to be construed and interpreted under the laws of the State of Michigan. This Agreement contains the entire agreement between the parties as to its subject matter and may not be modified or amended except in writing signed by both parties. The captions are for reference only and shall play no part in the interpretation of this Agreement. The Recitals and all attached Exhibits are integral parts of this Agreement.

19. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successor(s), but it may not be assigned by any party without the prior written consent of the other parties, which shall not be unreasonably denied. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity, which is not a party to this Agreement.

20. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or one (1) day after being sent by overnight courier, or three (3) days after being mailed by registered mail, return receipt requested, to the following address (or any other address that is specified in writing by either party):

To RH:	Rishi Diwan, Sr Counsel Real Estate & Corporate Transactions 15 Koch Road, Suite J Corte Madera, CA 94925
To Sachse:	Mark Nasr, General Counsel 3663 Woodward Ave, Suite 500 Detroit, MI 48201
To City:	Jana L. Ecker, Assistant City Manager 151 Martin Street, P.O. Box 3001 Birmingham, MI 48009

With copy to: Mary Kucharek, City Attorney
Beier Howlett, P.C.
3001 W Big Beaver Rd, Suite 200
Troy, MI 48084

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, enter into this Agreement effective on the date above written.

RESTORATION HARDWARE

By: Kevin Stafford
Its: Director of Construction, Gallery Development

04.19.2022

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 19TH day of APRIL, 2022, before me personally appeared KEVIN STAFFORD, who acknowledged that with authority on behalf of Restoration Hardware to do so he/she signed this Agreement.

Notary Public

ST. CLAIR County, Michigan

Acting in WAYNE County, Michigan

My commission expires: 11/24/2022

RACHEL SOMMERS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF SAINT CLAIR
My Commission Expires Nov. 24, 2022
Acting in the County of WAYNE

SACHSE CONSTRUCTION & DEVELOPMENT

By: Kevin Blind
Its: Vice President of Operations

4.20.2022

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 20TH day of APRIL, 2022, before me personally appeared KEVIN BLIND, who acknowledged that with authority on behalf of Sachse Construction & Development to do so he/she signed this Agreement.

Notary Public

ST. CLAIR County, Michigan

Acting in WAYNE County, Michigan

My commission expires: 11/24/2022

RACHEL SOMMERS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF SAINT CLAIR
My Commission Expires Nov. 24, 2022
Acting in the County of WAYNE

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

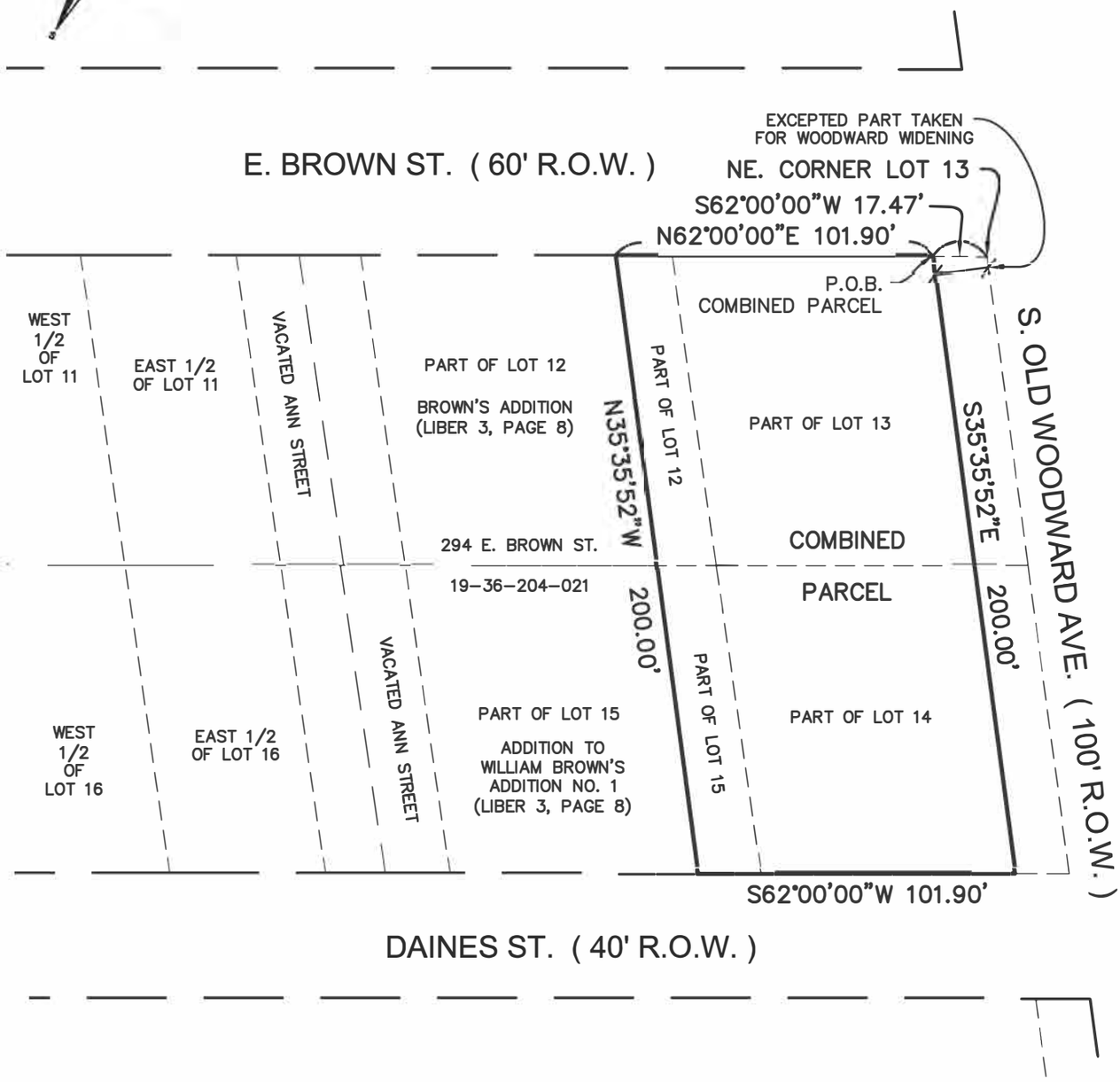
_____
Thomas M. Markus, City Manager
(Approved as to substance)

_____
Jana L. Ecker, Assistant City Manager
(Approved as to substance)

_____
Mary M. Kucharek, City Attorney
(Approved as to form)

_____
Bruce Johnson, Building Official
(Approved as to substance)

Exhibit A: RH Parcel



LEGAL DESCRIPTION - COMBINED PARCEL

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

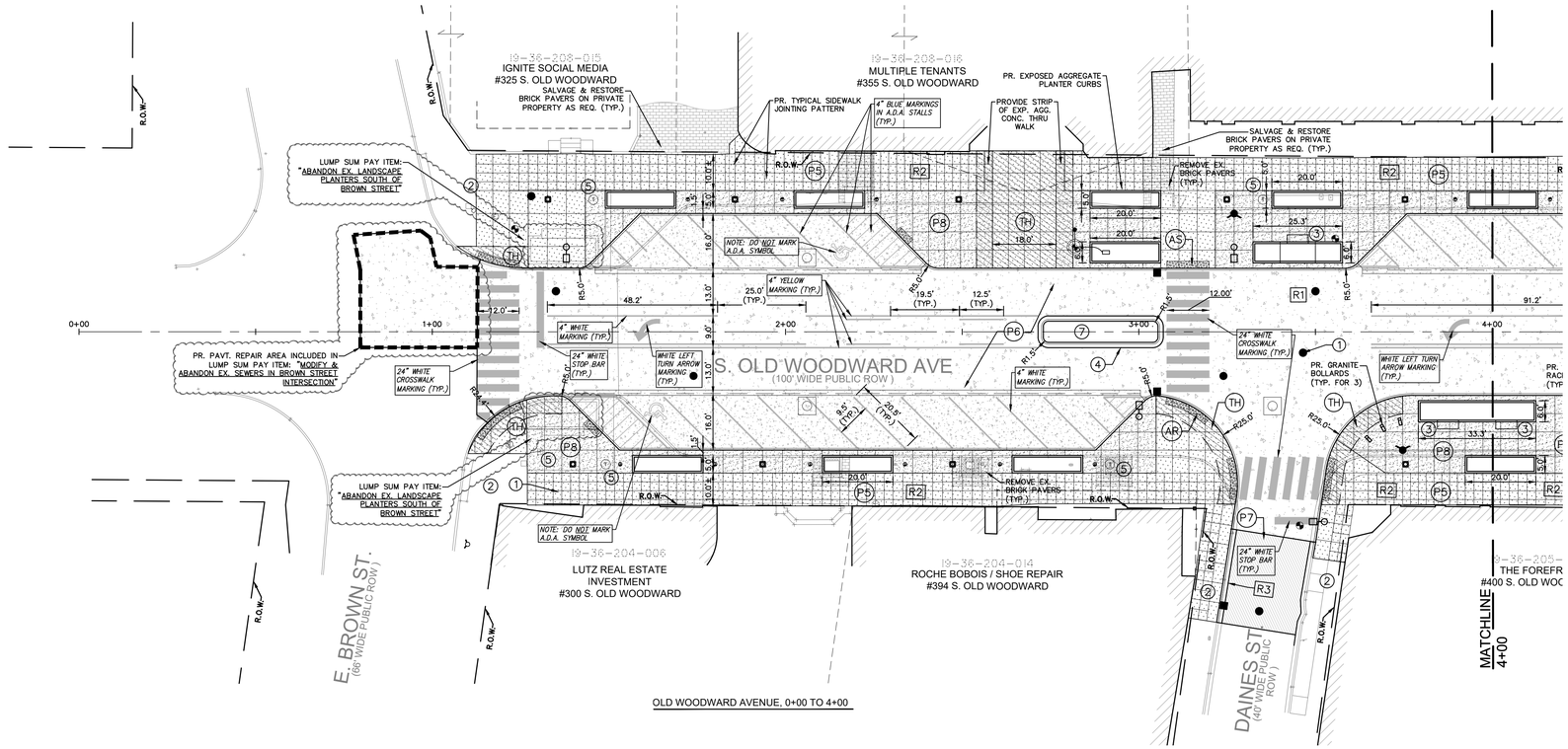
PART OF LOTS 12 AND 13, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS AND PART OF LOTS 14 AND 15, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; ALL BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT S.62°00'00"W. 17.47 FEET FROM THE NORTHEAST CORNER OF SAID LOT 13 OF BROWN'S ADDITION SUBDIVISION; THENCE S.35°35'52"E. 200.00 FEET; THENCE S.62°00'00"W. 101.90 FEET; THENCE N.35°35'52"W. 200.00 FEET; THENCE N.62°00'00"E. 101.90 FEET TO THE POINT OF BEGINNING.

CONTAINING: 20,201.08 SQUARE FEET OR 0.46 ACRES OF LAND

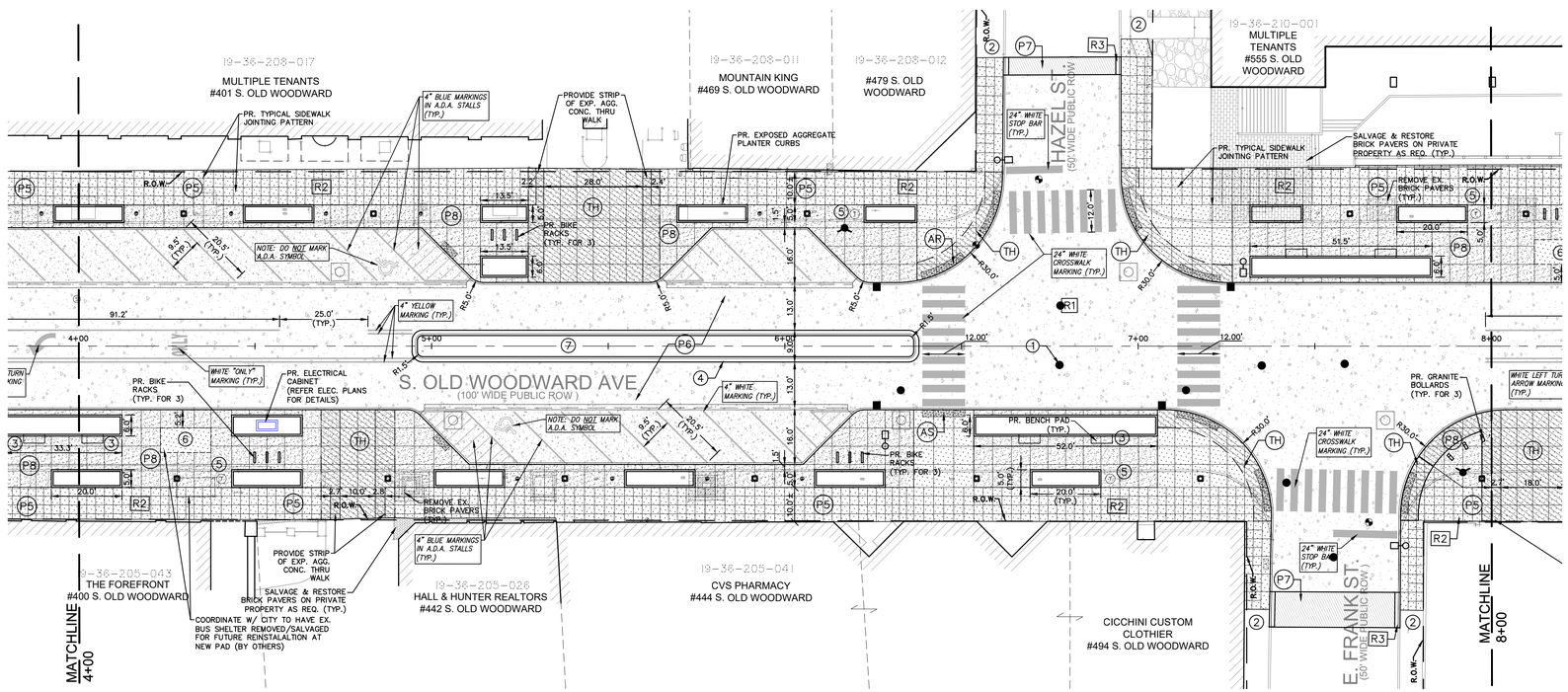
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

REVISED
02-24-2021

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 50'	1-28-2021	M.C.	M106	3 of 3



OLD WOODWARD AVENUE, 0+00 TO 4+00



OLD WOODWARD AVENUE, 4+00 TO 8+00

REMOVAL NOTES & LEGEND

R1 *REMOVE*
EX. PAVEMENT FULL-DEPTH, INCLUDING CONC. CURB & GUTTER, EXCAVATE, AND INSTALL PR. PAVEMENT SECTIONS AS INDICATED (TYP.)

R2 *REMOVE*
EX. SIDEWALK (INCLUDING EX. BRICK PAVER WITH REINFORCED CONC. BASE AREAS) FULL-DEPTH, EXCAVATE & INSTALL PR. SIDEWALK SECTIONS AS INDICATED (TYP.)

R3 *REMOVE & REPLACE*
REMOVE EX. CURB & GUTTER AND INSTALL PR. 18" WD. CURB AND GUTTER PER M.D.O.T. DETAIL F2, MODIFIED (TYP.)

PAVING NOTES & LEGEND

- P5 — PR SAWCUT CONC. SIDEWALK (LIGHT BROOM FINISH)
- P6 — PR. CONC. PAVT. W/ INTEGRAL CURB (8" THICK ON OLD WOODWARD, 7" THICK IN PARKING AREAS)
- P7 — PR. FULL-DEPTH ASPHALT REPAIR (BASE/LEVELING COURSE: MDOT 4EML; TOP/SURFACE COURSE: MDOT 5EML)
- P8 — PR. EXPOSED AGG. CONC. SIDEWALK
- TH — THICKEN PR. CONC. WALK (6" THICK)
- AS — PR. ADA TRUNCATED DOMES – STRAIGHT
- AR — PR. ADA TRUNCATED DOMES – RADIAL
- 1 — ALL RIMS OF STRUCTURES, SHUT-OFFS, HANDHOLES & BOXES SHALL BE FLUSH TO PROPOSED FINISHED GRADES (TYP.)
- 2 — EXISTING SIDEWALK TO REMAIN & BE PROTECTED (OUTSIDE OF SHOWN REPAIR LIMITS) (TYP.)
- 3 — PROPOSED GRANITE SEAT WALL (TYP.)
- 4 — PROPOSED MEDIAN ISLAND CURB & GUTTER, PER M.D.O.T. DETAIL F1/F2.
- 5 — PR. TRASH RECEPTACLE (FURNISHED & INSTALLED BY OTHERS)
- 6 — PROPOSED BUS STOP SHELTER (INSTALL 10" REINFORCED CONCRETE)
- 7 — PROPOSED MEDIAN LANDSCAPE ISLAND (SEE L.S. PLAN FOR PLANTING DETAILS)
- PR. INTERSECTION LIGHT POLE
- PR. PEDESTRIAN LIGHT POLE
- PR. PARKING METER
- PR. CONC. GUTTER PAN & FLOW LINE
- PR. CURB & GUTTER, DETAIL F1/F2 PR. FLOW LINE
- PR. INTEGRAL CURB PER M.D.O.T. DETAIL F2, MOD.
- PR. EXP. AGG. PLANTER CURB (SEE L.S. PLAN FOR PLANTING DETAILS)
- PR. GRANITE BOLLARD
- PR. BICYCLE RACK HOOP

UTILITY NOTE

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

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

PROJECT
South Old Woodward Ave.
Reconstruction Project (Phase 3)
Contract #1-22(P)

CLIENT
City of Birmingham
A Walkable Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW/NE 1/4
Section 25/36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

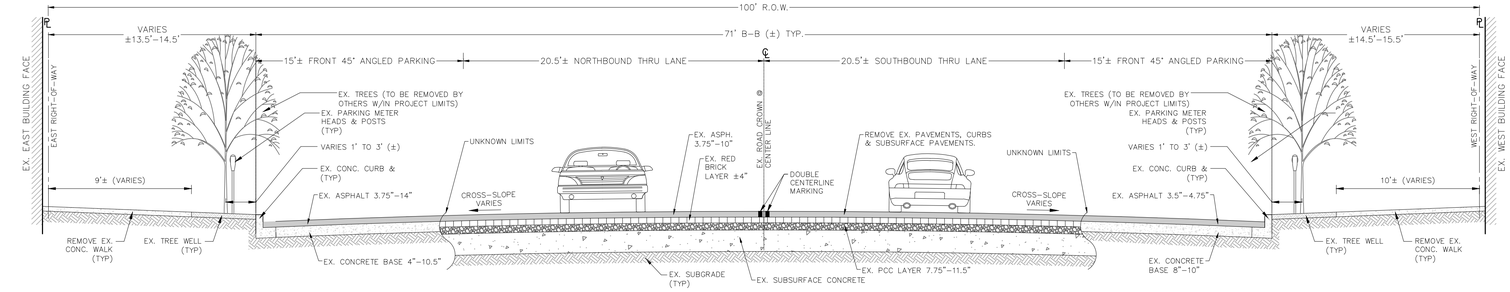
SHEET
Paving Plan
N./S. Old woodward Ave.
Sta. P.O.B. to 8+00

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
01-07-2022	50% CITY REVIEW
02-07-2022	90% CITY REVIEW
02-14-2022	BIDS
03-14-2022	ADDENDUM NO. 2

DRAWN BY: G. Viju
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: January 07, 2022
SCALE: 1" = 20'

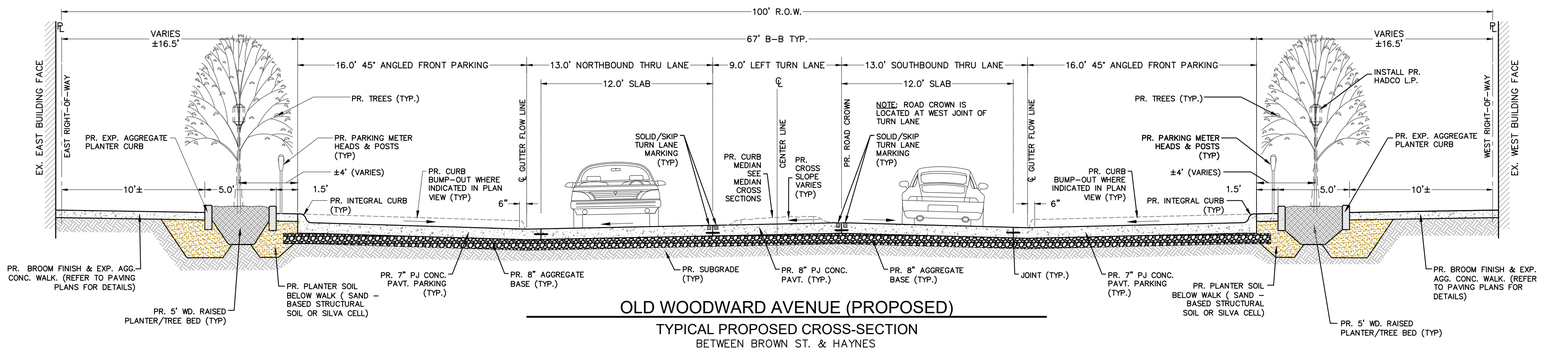
NFE JOB NO. M270
SHEET NO. C25



S. OLD WOODWARD AVENUE (EXISTING)

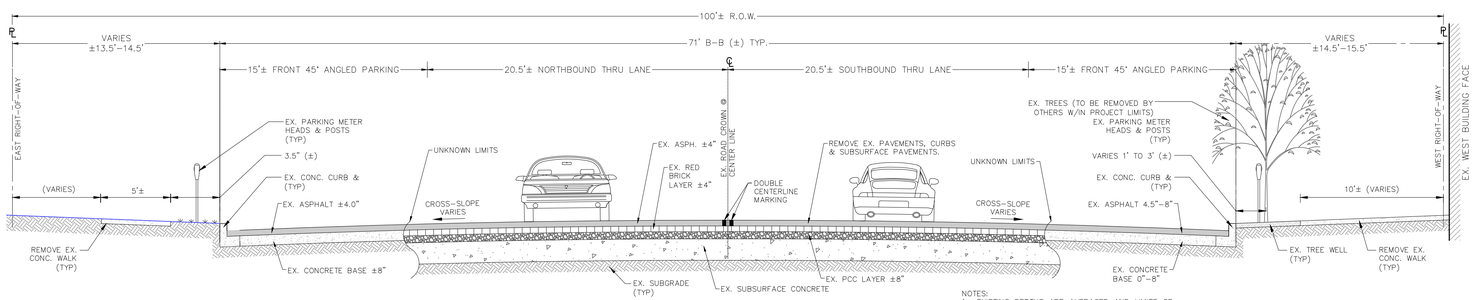
TYPICAL EXISTING CROSS-SECTION
BETWEEN BROWN ST. & HAYNES ST.
N.T.S.

NOTES:
1. EXISTING DEPTHS ARE AVERAGED AND LIMITS OF PAVEMENT TYPES ARE UNKNOWN. REFER SOIL REPORT FOR DETAILS.
2. OLD WOODWARD MAY CONTAIN EXISTING RAILROAD MATERIALS SUCH AS WOOD TIES, STEEL RAILS, ETC., WHICH MAY BE ENCOUNTERED DURING PAVEMENT REMOVAL. REMOVAL OF ANY SUCH ITEMS SHALL BE REQUIRED AND IS INCIDENTAL TO THE PAVEMENT REMOVAL PAY ITEM.



OLD WOODWARD AVENUE (PROPOSED)

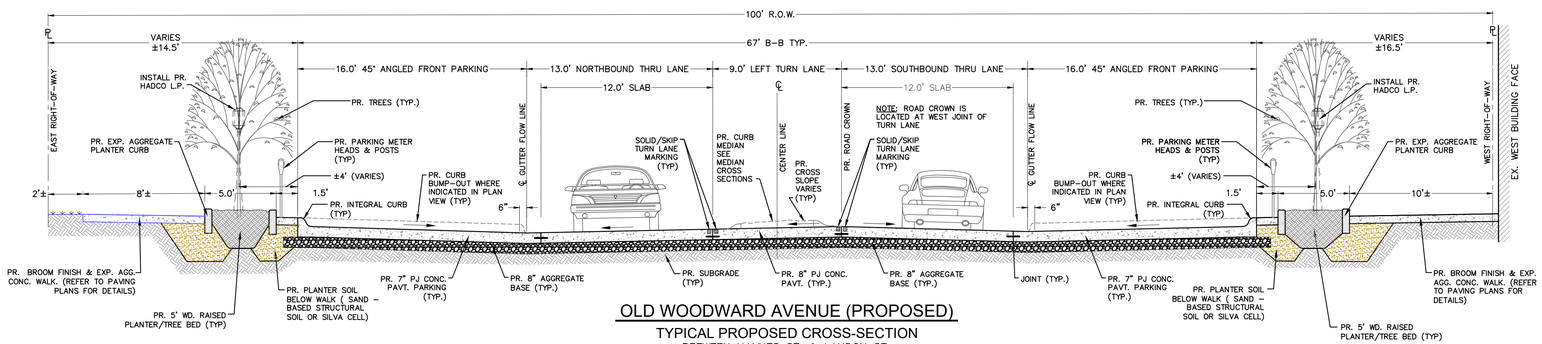
TYPICAL PROPOSED CROSS-SECTION
BETWEEN BROWN ST. & HAYNES
N.T.S.



OLD WOODWARD AVENUE (EXISTING)

TYPICAL EXISTING CROSS-SECTION
BETWEEN HAYNES ST. & LANDON ST.
N.T.S.

NOTES:
1. EXISTING DEPTHS ARE AVERAGED AND LIMITS OF PAVEMENT TYPES ARE UNKNOWN. REFER SOIL REPORT FOR DETAILS.
2. OLD WOODWARD MAY CONTAIN EXISTING RAILROAD MATERIALS SUCH AS WOOD TIES, STEEL RAILS, ETC., WHICH MAY BE ENCOUNTERED DURING PAVEMENT REMOVAL. REMOVAL OF ANY SUCH ITEMS SHALL BE REQUIRED AND IS INCIDENTAL TO THE PAVEMENT REMOVAL PAY ITEM.



OLD WOODWARD AVENUE (PROPOSED)

TYPICAL PROPOSED CROSS-SECTION
BETWEEN HAYNES ST. & LANDON ST.
N.T.S.

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

PROJECT
South Old Woodward Ave. Reconstruction Project (Phase 3)
Contract #1-22(P)

CLIENT
City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the Southeast $\frac{1}{4}$ of Section 36, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan

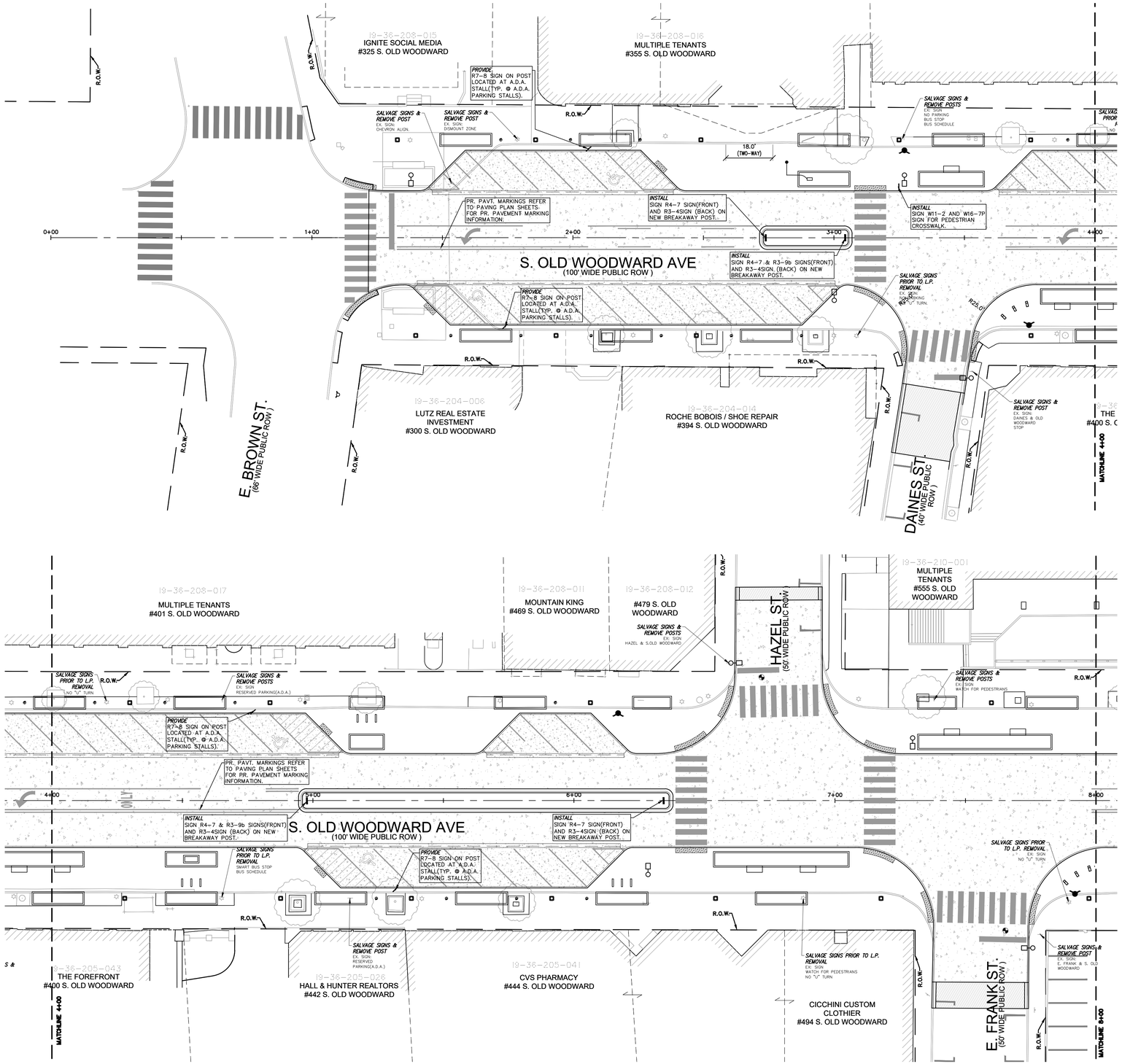
SHEET
O.W.W. Existing & Proposed Road Cross-Sections

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
01-07-22	50% CITY REVIEW
02-07-22	90% CITY REVIEW

DRAWN BY: G. Viju
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: January 07, 2022
SCALE: N.T.S.

NFE JOB NO. M270
SHEET NO. C28



SIGN DETAIL-R3-4

SIGN DETAIL W11-2 DETAIL

SIGN DETAIL R3-9b DETAIL

MMUTCD R7-8 DETAIL

SIGN DETAIL W16-7p DETAIL

SIGN DETAIL-R3-H8

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CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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WWW.NOWAKFRAUS.COM

SEAL

PROJECT
South Old Woodward Ave.
Reconstruction Project (Phase #3)
Contract 1-22(P)

CLIENT
City of Birmingham
A Walkable Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW/NE 1/4
Section 25/36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

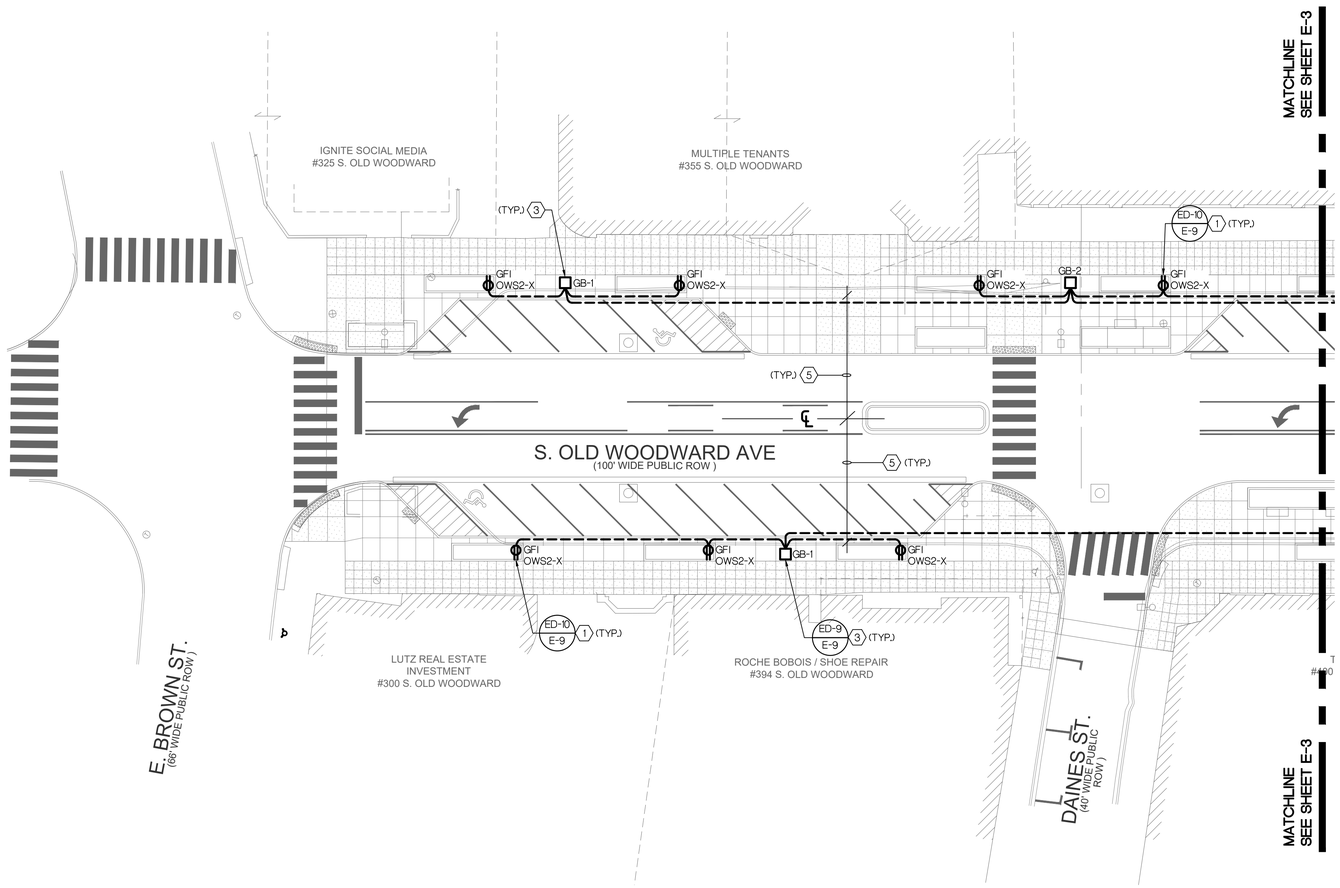
SHEET
Street Sign Plan
(1 of 3)

811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
02-07-2022	90% CITY REVIEW

DRAWN BY:
G. Viju
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
January 24, 2022
SCALE: 1" = 20'
20 10 0 10 20 30

NFE JOB NO. M270
SHEET NO. 32



PARTIAL ELECTRICAL PLAN

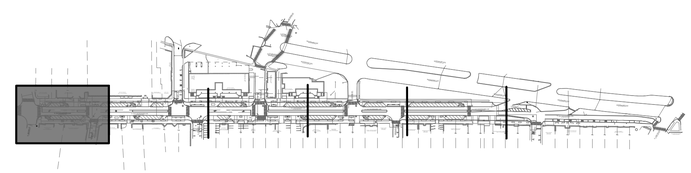
SCALE" 1" - 20'-0"

GENERAL NOTES:

1. ALL WORK RELATED TO ELECTRIC SERVICE SHALL BE IN ACCORDANCE WITH DTE REQUIREMENTS INCLUDING THE DTE GREEN BOOK. ALL WORK RELATED TO ELECTRIC SERVICE SHALL BE APPROVED BY DTE. DTE CHARGES SHALL NOT BE INCLUDED IN THE CONTRACTORS BID.
2. UNLESS OTHERWISE INDICATED ON PLAN, BELOW GRADE CONDUIT SHALL BE INSTALLED IN AN EXCAVATED TRENCH. LOCATIONS WHERE A DIRECTIONAL BORE SHALL BE USED ARE RELATED TO CONDUIT AND FEEDERS REQUIRED FOR ELECTRICAL SERVICE TO THE ELECTRIC SERVICE CABINET AND ARE NOTED ON PLAN. COORDINATE ALL WORK WITH SITE CONTRACTORS.
3. THE ELECTRICAL INSTALLATION SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES AND SITE CONTRACTORS. COORDINATE THE INSTALLED LOCATION OF ALL CONDUIT, RECEPTACLES, CHARGING BOLLARDS, GRADE BOXES, SERVICE CABINETS, ETC. COORDINATION SHALL BE DONE PRIOR TO THE INSTALLATION OF CONDUIT, BOXES, ENCLOSURES, ETC. OR THE EXCAVATION OF TRENCHES.
4. RECEPTACLE LOAD BASED ON 3 AMPS (360 VA) PER RECEPTACLE FOR EACH RECEPTACLE.
5. BRACH CIRCUIT WIRING SERVING RECEPTACLES IS BASED ON THE USE OF COMMON NEUTRALS IN ORDER TO REDUCE SYSTEM VOLTAGE DROP.
6. ALL EQUIPMENT SHALL BE PROVIDED WITH LUGS OR TERMINALS AS REQUIRED FOR THE TERMINATION OF WIRING INDICATED.
7. ALL CONDUIT SHALL BE INSTALLED MINIMUM 30ö BELOW GRADE (INCLUDING DIRECTIONAL BORE) EXCEPT WHERE ROUTED TO GRADE FOR CONNECTION TO AN ELECTRICAL ENCLOSURE OR BOX.
8. ALL CONDUIT INSTALLED IN AN EXCAVATED TRENCH SHALL BE SCHEDULE 80 PVC.
9. ALL CONDUIT CONNECTED TO 120 VOLT RECEPTACLES SHALL BE SCHEDULE 80.
10. ALL CONDUIT INSTALLED WITH A DIRECTIONAL BORE SHALL BE SCHEDULE 80 HDPE.
11. INSTALL A WARNING TAPE AT 12ö BELOW GRADE ABOVE ALL CONDUIT INSTALLED IN AN EXCAVATED TRENCH.
12. ALL WIRE SHALL BE COPPER, 600 VOLT RATED, TYPE XHHW2. REFER TO SPECIFICATIONS.
13. ALL WIRE SHALL BE COLOR CODED.
14. ALL BRANCH WIRING SHALL LABELED WITH THE PANEL AND CIRCUIT FROM WHICH IT IS SERVED. WIRE LABELS SHALL BE INCLUDED EACH SIRE OF A WIRE SPLICE.

KEY NOTES:

1. 120 VOLT, GFCI, DUPLEX RECEPTACLE WITH IN USE COVERPLATE, LOCATED IN PLANTER BOX. SEE TYPICAL MOUNTING DETAIL AND TYPICAL LOCATION DETAIL. SERVE FROM 120V CIRCUIT INDICATED. CONTROL THRU CONTACTOR, SEE CONTROL DIAGRAM SHEET E-9.
2. NEW ELECTRIC SERVICE CABINET WITH 120/240 VOLT, SINGLE PHASE, THREE WIRE PANELBOARD. SEE DETAILS SHEET E-8. EXACT LOCATION AND ORIENTATION AS DIRECTED AND APPROVED BY CIVIL TRADES.
3. NEW FLUSH GRADE BOX (GB-1, GB-2, ETC.). SEE SCHEDULE SHEET E-1. SEE DETAIL SHEET E-9. EXACT LOCATION SHALL BE AS DIRECTED AND APPROVED BY CIVIL TRADES.
4. PROVIDE PAPERBOARD SONOTUBE CYLINDRICAL FORM AND CONDUIT STUB FOR FUTURE 240V, LEVEL 2 ELECTRIC VEHICLE CHARGING STATION (EVCS). SEE DETAIL INDICATED. FIELD COORDINATE EXACT LOCATION.
5. CONDUIT RUNS PARALLEL TO ROADWAY, SHALL BE LOCATED 34"-6" FROM CENTERLINE OF ROAD. COORDINATE EXACT LOCATION WITH GENERAL CONTRACTOR.



KEY PLAN

NO TO SCALE

CAUTION - ALL TRADES
USE EXTREME CAUTION IN
AREA OF EXISTING UTILITIES -
HAND DIG - USE ELECTRONIC
DETECTION PRIOR TO DIGGING

0 10' 20' 40' 80'
1"=20'-0"

WHEN USING THIS DRAWING - PLOT OR PRINT FULL SIZE TO ENSURE CORRECT SCALE. NOTE REDUCED SIZE DRAWINGS ARE NOT TO SCALE

NF ENGINEERS
civil Engineers
Land Surveyors
Land Planners

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46777 Woodward Ave.
Pontiac, MI 48342-5032
Tel. (248) 332-7931
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BERBIGLIA ASSOCIATES INC.
CONSULTING ENGINEERS
36400 West 12 Mile Road
Farmington Hills, Michigan 48331
(248) 489-3100 • FAX (248)•489-3161
B.A.I. No. 21-5001

PROJECT
Old Woodward Ave.
Reconstruction Project
Contract #1-22(P)

CLIENT
City of Birmingham
A 40 Mile Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW/NE 1/4
Section 25/36, Town 2 North,
Range 10 East, City of
Birmingham, Oakland
County, Michigan

SHEET
Partial Electrical Plan

811
Know what's below
Call before you dig.

REVISIONS

01-07-22	50% City Review

DRAWN BY:
VK / MV

DESIGNED BY:
J. Berbiglia

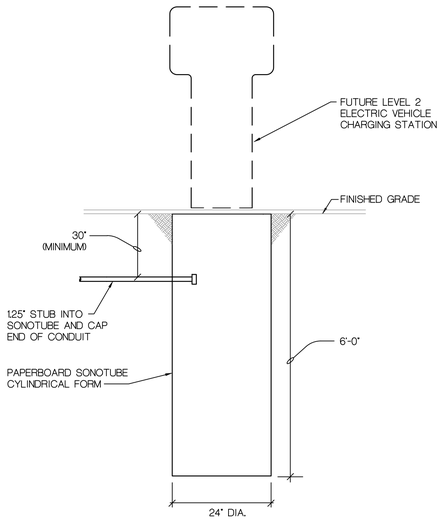
APPROVED BY:
J. Berbiglia

DATE:
June 11, 2021

SCALE: 1" = 20'

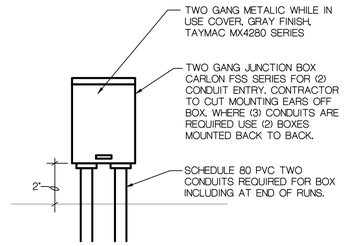
NFE JOB NO. M270

sheet no. E-2



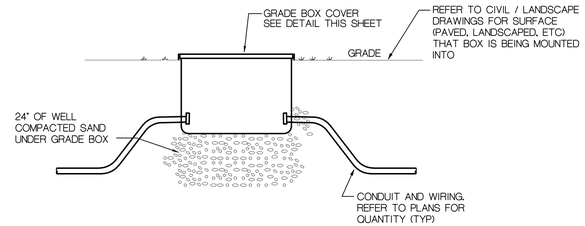
FUTURE ELECTRICAL VEHICLE CHARGING STATION CONDUIT ROUGH-IN DETAIL

ED-11 / E-9 NO SCALE



TYPICAL RECEPTACLE MOUNTING DETAIL

ED-10 / E-9 NO SCALE

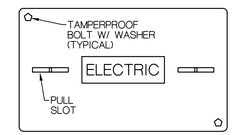


TYPICAL FLUSH GRADE BOX DETAIL

ED-9 / E-9 NO SCALE

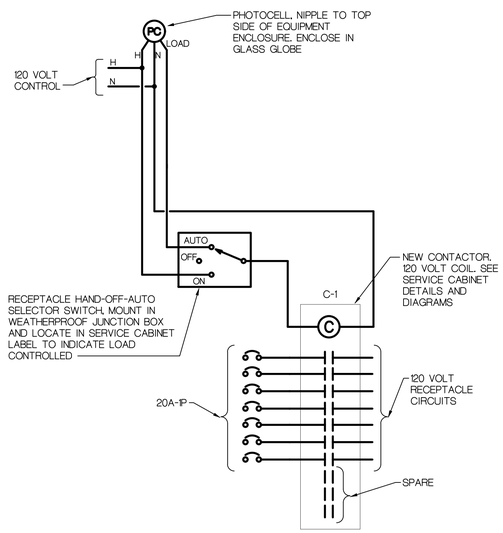
NOTES:

1. GRADE BOXES TO BE USED FOR PULL POINTS, SPLICES, CONDUIT NODES, ETC.
2. EXACT LOCATION OF GRADE BOXES SHALL BE REVIEWED WITH AND APPROVED BY CIVIL TRADES.
3. GRADE BOXES SHALL BE CAST IRON. ALL OPENINGS SHALL BE FIELD INSTALLED OR ORDERED WITH ENCLOSURE AT CONTRACTORS OPTION. SEE GRADE BOX SCHEDULE SHEET E-1.



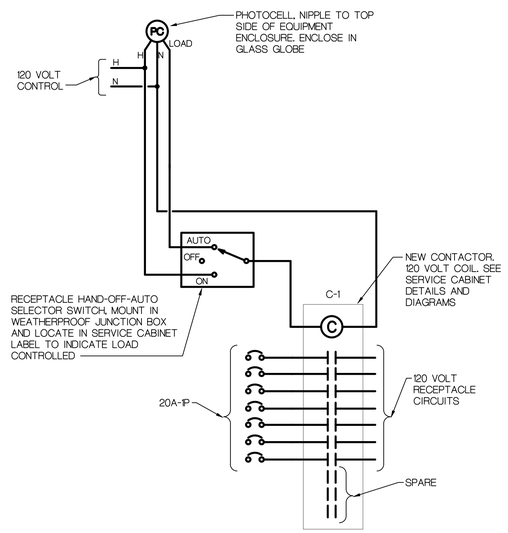
TYPICAL FLUSH GRADE BOX COVER DETAIL

NO SCALE



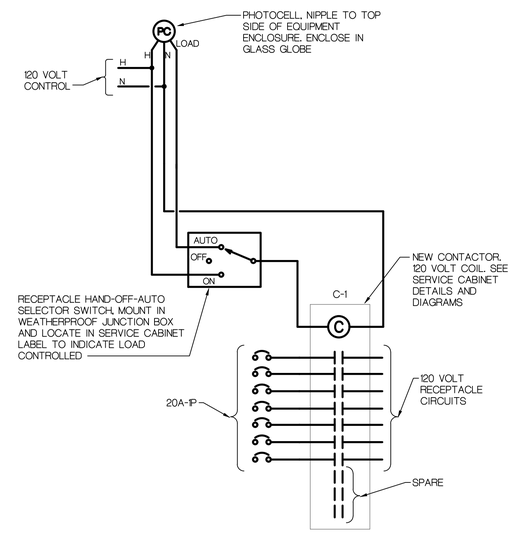
EXTERIOR RECEPTACLE CONTROL WIRING DIAGRAM FOR "ESC-OWS2"

CD-1 / E-3 NO SCALE



EXTERIOR RECEPTACLE CONTROL WIRING DIAGRAM FOR "ESC-OWS3"

CD-2 / E-4 NO SCALE



EXTERIOR RECEPTACLE CONTROL WIRING DIAGRAM FOR "ESC-OWS4"

CD-3 / E-6 NO SCALE

CAUTION - ALL TRADES USE EXTREME CAUTION IN AREA OF EXISTING UTILITIES - HAND DIG - USE ELECTRONIC DETECTION PRIOR TO DIGGING

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Land Surveyors
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CONSULTING ENGINEERS
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Farmington Hills, Michigan 48331
(248) 489-3100 • FAX (248)+489-3161
B.A.I. No. 21-5001

PROJECT
Old Woodward Ave. Reconstruction Project
Contract #1-22(P)

CLIENT
City of Birmingham
A 40 Mile Community
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW/NE 1/4 Section 25/36, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan

SHEET
DETAILS AND DIAGRAMS

811 Know what's below Call before you dig.

REVISIONS
01-07-22 50% City Review

DRAWN BY: VK / MV
DESIGNED BY: J. Berbiglia
APPROVED BY: J. Berbiglia
DATE: June 11, 2021
SCALE: 1" = 20'
20 10 0 10 20 30

NFE JOB NO. M270
sheet no. E-9

PLANTING NOTES

1. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE DRAWINGS.
2. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS IN THE FIELD. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING PLANTING.
3. ALL PLANTS SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO THEIR INSTALLATION AT THE SITE.
4. CONTRACTOR SHALL STAKE ALL TREE LOCATIONS AND LAYOUT SHRUBS PLANTINGS IN THE FIELD. OBTAIN APPROVAL OF LANDSCAPE ARCHITECT BEFORE STARTING PLANTING INSTALLATION.
5. ALL EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.
6. CONTRACTOR SHALL LEAVE THE SITE CLEAN AND ORDERLY DURING THE CONSTRUCTION PROCESS. REMOVE FROM SITE ALL EXCESS MATERIALS, SOIL, DEBRIS AND EQUIPMENT. STORE MATERIALS IN AN APPROVED LOCATION.
7. SHOVEL-CUT EDGING: SEPARATE MULCHED AREAS FROM TURF AREAS WITH A 45-DEGREE, 4- TO 6-INCH-DEEP, SHOVEL-CUT EDGE, PROVIDE CONTINUOUS SMOOTH EDGE.

OVERALL PLANT LIST - L0.0

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARK
DECIDUOUS TREES						
GI BI	21	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD GINKGO	3-3.5" Cal.	B&B	MALE CLONE
LI ST	21	LIQUIDAMBAR STYRADIFLUA	FRUITLESS SWEETGRUM	3-3.5" Cal.	B&B	MATCH FORM
PL AC	17	PLATANUS X ACERIFOLIA	LONDON PLANE TREE	3.5-4" Cal.	B&B	MATCH FORM
TI CO	18	TILIA CORDATA 'GREENSPIRE'	LITTLE LEAF LINDEN	3.5-4" Cal.	B&B	MATCH FORM
ORNAMENTAL TREES						
AM GR	31	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	6' HT.	B&B	MULTI-STEM
CR LA	17	CRATAEGUS LAEVIGATA 'CRIMSON CLOUD'	CRIMSON CLOUD ENGLISH HAWTHORN	2" Cal.	B&B	SINGLE TRUNK TREE FORM
HY PA	7	HYDRANGEA PANICULATA ' TARDIVA'	TARDIVA HYDRANGEA	#7 CONT.	B&B	SINGLE TRUNK TREE FORM
PERENNIALS						
AS NO	227	ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER	#1 CONT.		
CO VE	247	COREOPSIS VERTICILLATA 'MOONBEAM'	MOONBEAM COREOPSIS	#1 CONT.		
GE RO	32	GERANIUM X 'ROZANNE'	ROZANNE GERANIUM	#1 CONT.		
HE HA	288	HEMEROCALLIS X 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	#1 CONT.		
IR VE	249	IRIS VERSICOLOR	BLUE FLAG IRIS	#2 CONT.		
LE SU	477	LEUCANTHEMUM X SUPERBUM ' SNOW LADY'	SNOW LADY SHASTA DAISY	#1 CONT.		
LI MU	757	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LILYTURF	#1 CONT.		
PH VI	74	PHYSOSTEGIA VIRGINIANA	OBEDIENT PLANT	#2 CONT.		
RU FU	48	RUDBECKIA FULGIDA 'LITTLE GOLDSTAR'	LITTLE GOLDSTAR BLACK EYED SUSAN	#1 CONT.		
SA SY	32	SALVIA X SYLVESTRIS 'MAY NIGHT'	MAY NIGHT SALVIA	#1 CONT.		
GRASSES						
CA AC	204	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	#3 CONT.		
CA VU	380	CAREX VULPINOIDEA	FOX SEDGE	#1 CONT.		EVENLY DISTRIBUTED
FE OV	156	FESTUCA OVINA 'ELIJAH BLUE'	DWARF BLUE FESCUE	#1 CONT.		
JU TE	200	JUNCUS TENUIS	PATH RUSH	#1 CONT.		EVENLY DISTRIBUTED
PE AL	758	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	LITTLE BUNNY FOUNTAIN GRASS	#2 CONT.		
SE AU	504	SESLERIA AUTUMNALIS	AUTUMN MOOR GRASS	#1 CONT.		
SHRUBS						
CO ST	132	CORNUS STOLONIFERA 'FARROW'	ARCTIC FIRE RED TWIG DOGWOOD	#5 CONT.		
HY PA	84	HYDRANGEA PANICULATA 'LITTLE QUICKFIRE'	LITTLE QUICKFIRE HYDRANGEA	#5 CONT.		
IL GL	55	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY HOLLY	#3 CONT.		PROVIDE MINIMUM (1) ILEX GLABRA 'CHAMZIN' PER (4) 'SHAMROCK'
JU HO	140	JUNIPERUS HORIZONTALIS 'LIMEGLOW'	LIMEGLOW JUNIPER	#3 CONT.		
JU VI	73	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL JUNIPER	#3 CONT.		
PI MU	148	PINUS MUGO 'HONEYCOMB'	HONEYCOMB MUGO PINE	#3 CONT.		
SP JA	36	SPIREA JAPONICA 'DOUBLE PLAY CANDY CORN'	DOUBLE PLAY CANDY CORN SPIREA	#3 CONT.		
BULBS						
NA	846	DAFFODILS (SEE CHART BELOW)		BULBS		INTERPLANTED BETWEEN LIRIOPE PER PLANS IN (EACH SYMBOL= 1 BULB)
		DAFFODIL MIX - EQUAL QUANTITIES OF EACH TYPE (PICK ONE TYPE FOR EACH COLOR)				
	282	ICE FOLLIES		BULBS		EVENLY DISTRIBUTED
	282	KING ALFRED		BULBS		EVENLY DISTRIBUTED
	282	RED DEVON		BULBS		EVENLY DISTRIBUTED

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SOUTH OLD WOODWARD PH. 3

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DD - 90%
Not For Construction

revision	date	issued
1	02.07.2022	90% City Review
1	01.07.2022	50% City Review

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sheet name
PLANT SCHEDULE AND NOTES

sheet number
L0.0

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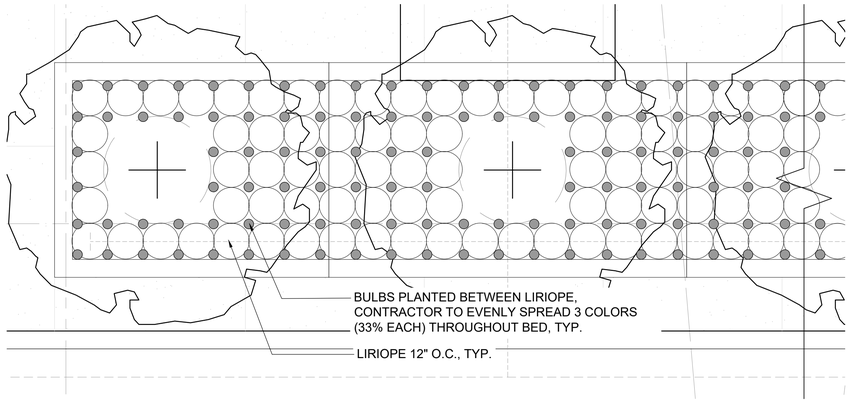


A LIRIOPE AND BULB PLANT BED PLAN ENLARGEMENT
PLAN

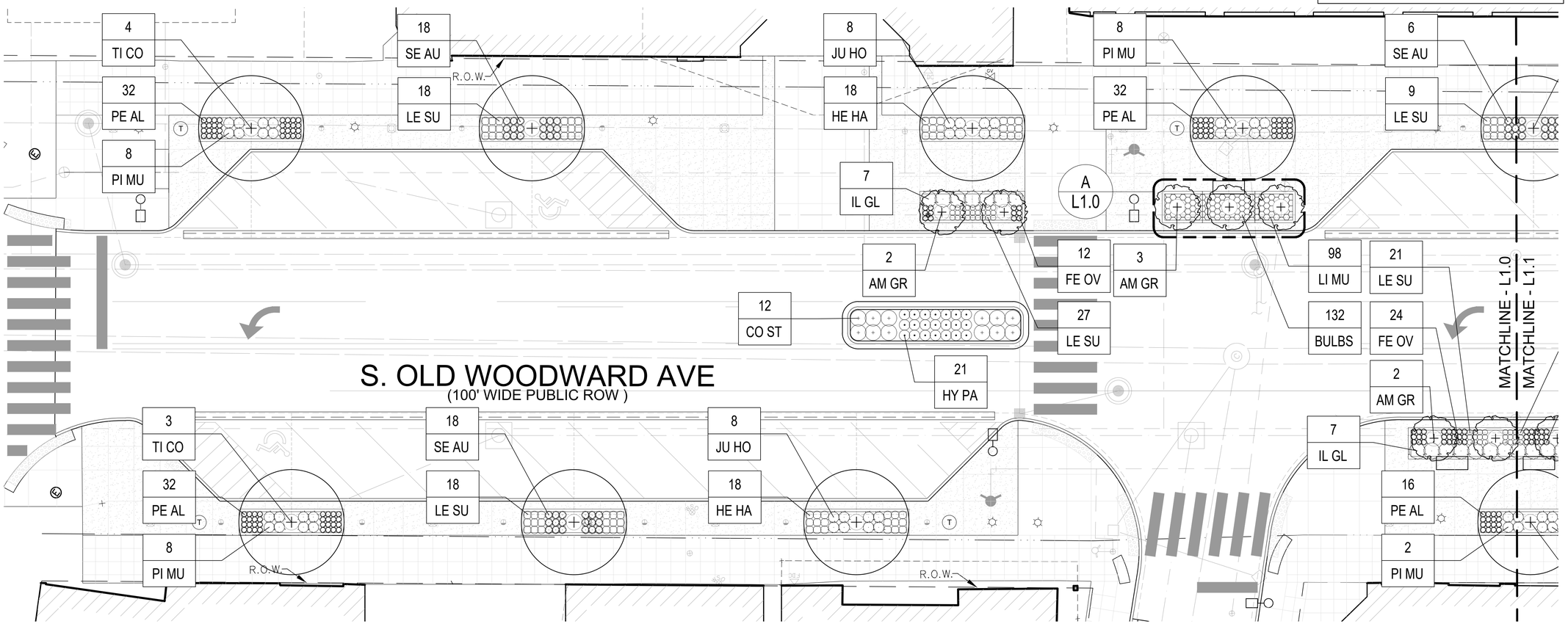
0 2' 4'
SCALE IN FEET

PLANT LIST - L1.0

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARK
DECIDUOUS TREES						
TI CO	7	TILIA CORDATA 'GREENSPIRE'	LITTLE LEAF LINDEN	3.5-4" Cal.	B&B	MATCH FORM
ORNAMENTAL TREES						
AM GR	7	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	6' HT.	B&B	MULTI-STEM
PERENNIALS						
HE HA	36	HEMEROCALLIS X 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	#1 CONT.		
LE SU	93	LEUCANTHEMUM X SUPERBUM ' SNOW LADY'	SNOW LADY SHASTA DAISY	#1 CONT.		
LI MU	98	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LILYTURF	#1 CONT.		
GRASSES						
FE OV	36	FESTUCA OVINA 'ELIJAH BLUE'	DWARF BLUE FESCUE	#1 CONT.		
PE AL	112	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	LITTLE BUNNY FOUNTAIN GRASS	#2 CONT.		
SE AU	42	SESLERIA AUTUMNALIS	AUTUMN MOOR GRASS	#1 CONT.		
SHRUBS						
CO ST	12	CORNUS STOLONIFERA 'FARROW'	ARCTIC FIRE RED TWIG DOGWOOD	#3 CONT.		
HY PA	21	HYDRANGEA PANICULATA 'LITTLE QUICKFIRE'	LITTLE QUICKFIRE HYDRANGEA	#5 CONT.		
IL GL	14	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY HOLLY	#3 CONT.		PROVIDE MINIMUM (1) ILEX GLABRA 'CHAMZIN' PER (4) 'SHAMROCK'
JU HO	16	JUNIPERUS HORIZONTALIS 'LIMEGLOW'	LIMEGLOW JUNIPER	#3 CONT.		
PI MU	26	PINUS MUGO 'HONEYCOMB'	HONEYCOMB MUGO PINE	#3 CONT.		
BULBS						
NA	132	NARCISSUS	DAFFODILS	BULB		EVENLY DISTRIBUTED, REFER TO SHEET L0.0 FOR SPECIES

PLANTING LEGEND

- SOD LAWN (MEDIAN)
- PERENNIALS (MEDIAN) SEE DETAIL C, SHEET L1.7
- BIO-SWALE GRASSES (50% MIX): FOX SEDGE, PATH RUSH
- BIO-SWALE PERENNIALS: OBEDIENT PLANT, BLUE FLAG IRIS, NEW ENGLAND ASTER
- GROUNDCOVER AND BULBS
- DECIDUOUS TREE (MEDIAN) 3-3.5" CAL. SEE DETAIL A, SHEET L1.7
- DECIDUOUS TREE (STREET) 3-3.5" CAL. SEE DETAIL A, SHEET L1.7
- ORNAMENTAL TREE SEE DETAIL A, SHEET L1.7
- DECIDUOUS FLOWERING SHRUB SEE DETAIL B, SHEET L1.7
- EVERGREEN SHRUB SEE DETAIL B, SHEET L1.7
- ORNAMENTAL GRASS SEE DETAIL C, SHEET L1.7
- PERENNIALS SEE DETAIL C, SHEET 1.7



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revision	date	issued
1	02.07.2022	90% City Review
1	01.07.2022	50% City Review

seal

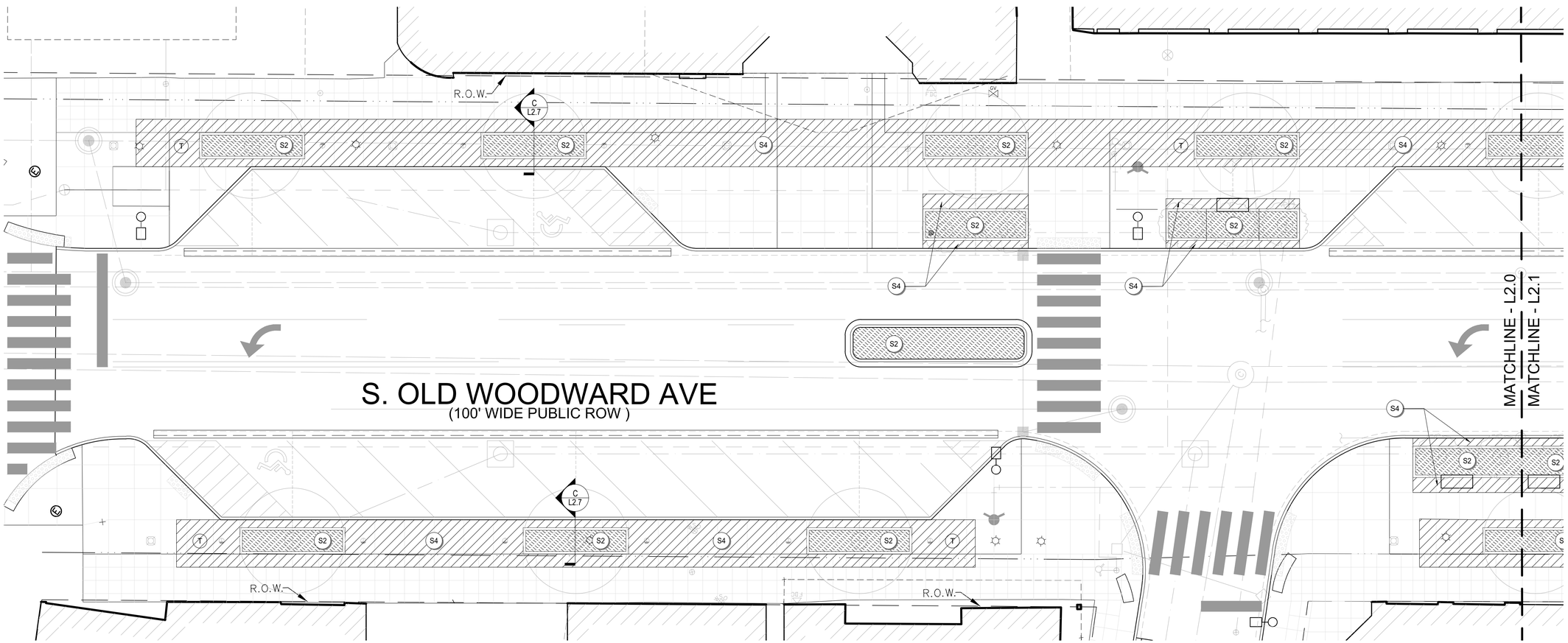
issue date 01.07.2022
project number d21105

sheet name
LANDSCAPE PLAN

sheet number
L1.0

SOILS LEGEND

S1	SOIL TYPE 1 - LAWN ORGANIC PLANTING SOIL MIX - 6" SEE DETAIL A, SHEET L2.7
S2	SOIL TYPE 2 - PERENNIALS, SHRUBS & TREES ORGANIC PLANTING SOIL MIX - 24" SEE DETAIL B, SHEET L2.7
S3	SOIL TYPE 3 - BIO-SWALE PLANTERS ORGANIC PLANTING SOIL MIX - 30" SEE DETAIL D, SHEET L2.7
S4	SOIL TYPE 4: STRUCTURAL SOIL MIX - 30" SEE DETAIL C, SHEET L2.7
	DECIDUOUS TREE (MEDIAN) 3-3.5" CAL. REFER TO LANDSCAPE PLAN FOR DETAILS
	DECIDUOUS TREE (STREET) 3-3.5" CAL. REFER TO LANDSCAPE PLAN FOR DETAILS
	ORNAMENTAL TREE REFER TO LANDSCAPE PLAN FOR DETAILS



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sheet name
SOILS PLAN

sheet number
L2.0

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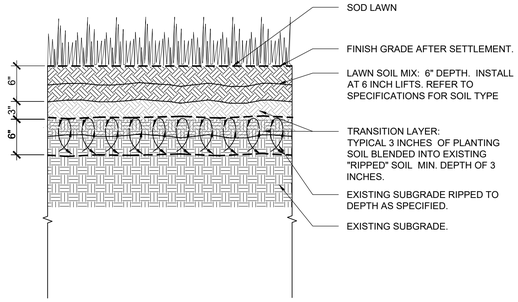
SOILS NOTES

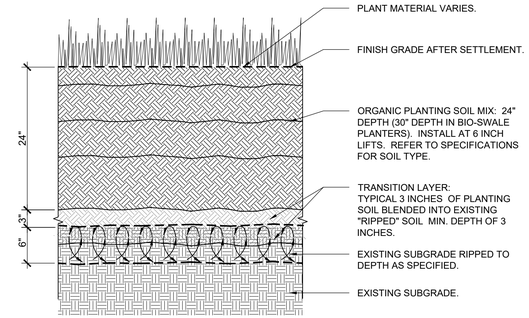
1. DO NOT EXCAVATE WITHIN SOIL PRESERVATION/TREE PROTECTION AREAS UNLESS OTHERWISE INDICATED. REFER TO DEMOLITION PLAN AND/OR TREE PROTECTION PLANS FOR ADDITIONAL INFORMATION.
2. SITE SALVAGED SOILS SCHEDULED FOR REDISTRIBUTION, MUST BE TESTED AND AMENDED OFF-SITE PRIOR TO OWNER'S REPRESENTATIVE ACCEPTANCE FOR USE AND REDISTRIBUTION.
3. SUBGRADE SOILS FOR TURFGRASS AND PLANTING AREAS MUST BE DECOMPACTED BY RIPPING SOILS AS DESCRIBED IN EACH PLANTING SOIL MIX SPECIFICATION.
4. AREAS WITHIN GRADING LIMITS OR DISTURBED BY CONSTRUCTION ACTIVITIES SHALL HAVE EXISTING SOILS DECOMPACTED AND REPAIRED TO ORIGINAL STATE OR PROPOSED PROJECT CONDITIONS. OWNER'S REPRESENTATIVE TO REVIEW AND APPROVE SOILS AND REPAIRS PRIOR TO REPAIR WORK COMMENCING.
5. PLANTING SOIL MIX DEPTHS INDICATED ARE POST COMPACTION AND SETTLEMENT DEPTHS REPRESENTING FINAL GRADE WITHIN SPECIFIED COMPACTION AND GRADING TOLERANCES. COMPENSATE FOR SETTLING AND COMPACTION AS NECESSARY.
6. EXCAVATE AND CONFIRM PLANTING AREA SUBGRADES ARE TO THE DEPTHS NOTED ON SOIL DRAWINGS AND DETAILS. WHERE EXCAVATION IS TOO DEEP, BACKFILL WITH EXISTING SOILS AND COMPACT TO 85 - 90% PROCTOR. DO NOT START THE SOIL MIX INSTALLATION UNTIL SUB-GRADE CONDITIONS HAVE BEEN CORRECTED AND APPROVED BY THE LANDSCAPE ARCHITECT.
7. PROJECT MANUAL SPECIFICATIONS FOR PLANTING SOIL MIX AND FINISH GRADING APPLY.

TRANSITION LAYER NOTE:
DEPTH OF PLANTING SOIL MIX TYPE AND BLENDING DEPTHS OF PLANTING MIX INTO RIPPED SUBGRADE MAY VARY. REFER TO SPECIFICATIONS.



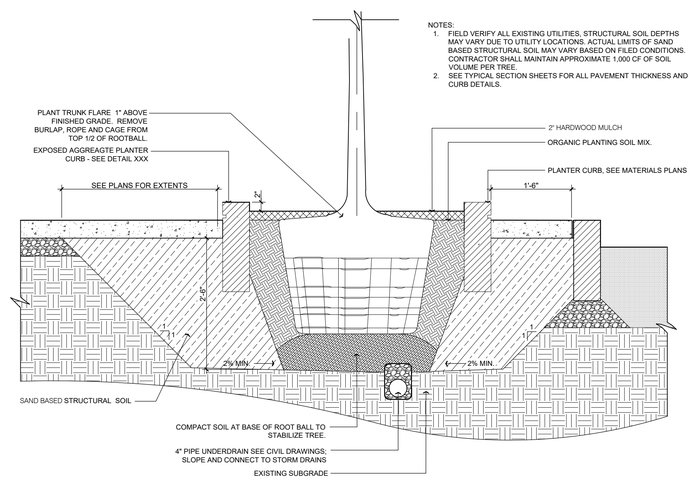
A LAWN SOIL MIX INSTALLATION
SCALE: 1" = 1'-0"
S-002

TRANSITION LAYER NOTE:
DEPTH OF PLANTING SOIL MIX TYPE AND BLENDING DEPTHS OF PLANTING MIX INTO RIPPED SUBGRADE MAY VARY. REFER TO SPECIFICATIONS.



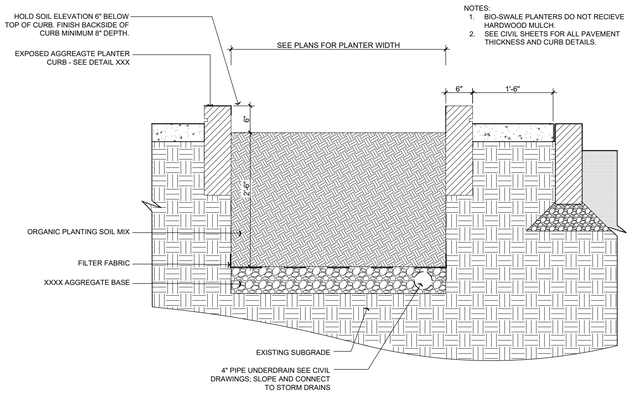
B ORGANIC PLANTING SOIL MIX INSTALLATION
SCALE: 1" = 1'-0"
S-002

NOTES:
1. FIELD VERIFY ALL EXISTING UTILITIES, STRUCTURAL SOIL DEPTHS MAY VARY DUE TO UTILITY LOCATIONS. ACTUAL LIMITS OF SAND BASED STRUCTURAL SOIL MAY VARY BASED ON FILED CONDITIONS. CONTRACTOR SHALL MAINTAIN APPROXIMATE 1,000 CF OF SOIL VOLUME PER TREE.
2. SEE TYPICAL SECTION SHEETS FOR ALL PAVEMENT THICKNESS AND CURB DETAILS.



C TREE PLANTING IN STRUCTURAL SOIL
SCALE: 1/2" = 1'-0"

NOTES:
1. BIO-SWALE PLANTERS DO NOT RECIEVE HARDWOOD MULCH.
2. SEE CIVIL SHEETS FOR ALL PAVEMENT THICKNESS AND CURB DETAILS.



D BIO-SWALE PLANTER SECTION
SCALE: 1/2" = 1'-0"

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SOILS DETAILS

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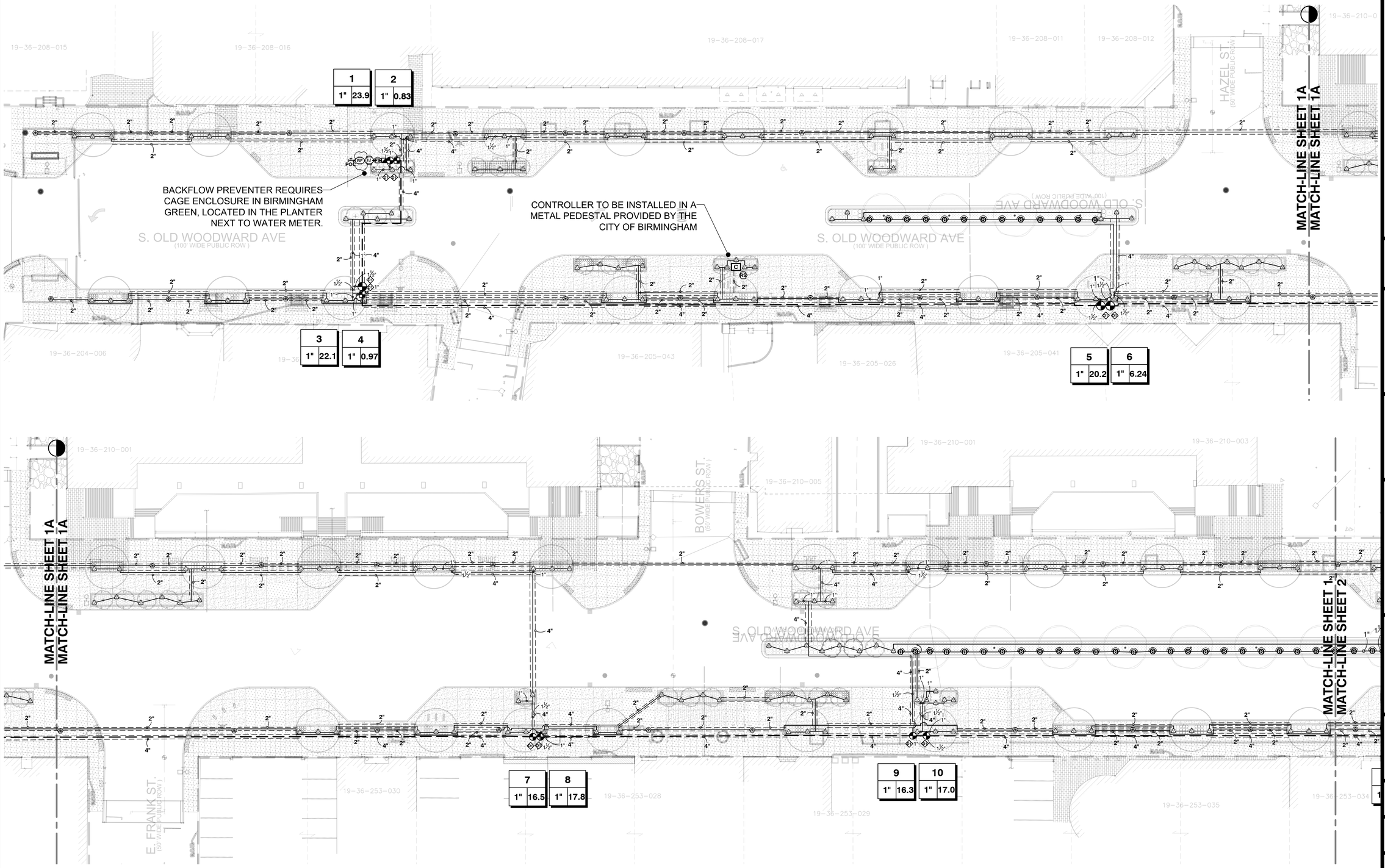

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Project Name:
S.OLD WOODWARD AVE
BIRMINGHAM, MI, 48009

Customer Name:

Design Date: 01/21/22
Drawn By: SW
Checked By: C. GRAHAM

REVISIONS

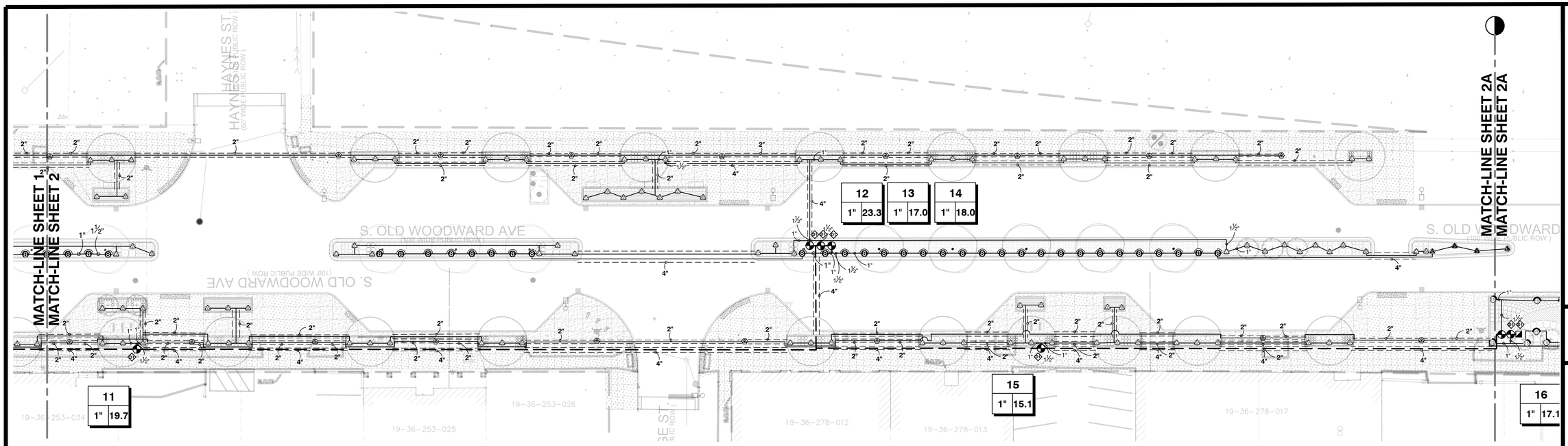
Description	Date
1	01/24/22
2	02/03/22
3	02/07/22
4	
5	
6	

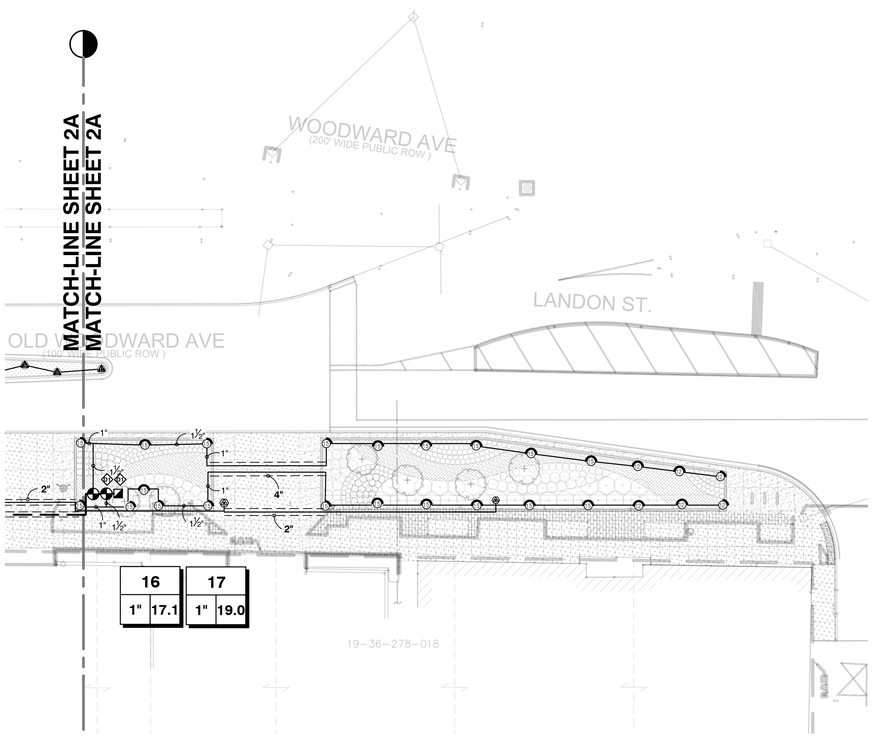
Drawing Title:
IRRIGATION DESIGN

Drawing Scale: 1" = 20'

Project Services Number: 276682

Sheet Number:
IR-1





SCALE: 1" = 20' - 0"

0' 10' 20' 40'

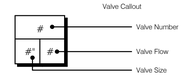
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY
EST LCS RCS CST SST	Rain Bird 1806 15 Strip Series	4
Q T H F	Rain Bird 1806 8 Series MPR	71
EST LCS RCS CST SST	Rain Bird 1812 15 Strip Series	275
Q T H TQ F	Rain Bird 1812 12 Series MPR	6
Q T H TQ F	Rain Bird 1812 15 Series MPR	20

SYMBOL	MANUFACTURER/MODEL	QTY
	Rain Bird XCZ-100-PRF 1"	2
	Rain Bird Hanging Basket Emitter (XBCV-20-PC)	54

SYMBOL	MANUFACTURER/MODEL	QTY
	Rain Bird PGA Globe 1"	15
	Rain Bird 5-RC 1"	2
M	Rain Bird PGA Globe 1-1/2"	1
BF	Febco 825Y W/ Cage Enclosure 1-1/2"	1
C	Rain Master EGP-TW-S	1
RS	Irritrol RS1000	1
D1	Rain Master TW-D-1	17
FS	Irritrol FS-B150	1
POC	Point of Connection 1 1/2"	1
	Irrigation Lateral Line: Polyethylene Pipe 100 PSI 1"	9,279 l.f.
	Irrigation Lateral Line: Polyethylene Pipe 100 PSI 1 1/2"	790.6 l.f.
	Irrigation Mainline: PVC Class 160 SDR 26 1 1/2"	1,785 l.f.
	Pipe Sleeve: PVC Class 160 SDR 26 2"	4,019 l.f.
	Pipe Sleeve: PVC Class 160 SDR 26 4"	1,764 l.f.

Valve Callout



IRRIGATION SPECIFICATIONS

1. IRRIGATION SYSTEM DESIGN BASED ON 25 GPM AT 59 PSI.
2. IRRIGATION DESIGN IS FROM THE POINT OF CONNECTION(POC)ONLY. THE DESIGN IS BASED ON GALLONS PER MINUTE(GPM)AND POUNDS PER SQUARE INCH(PSI)FURNISHED BY OTHERS.
3. IRRIGATION CONTRACTOR IS TO VERIFY POINT OF CONNECTION IN THE FIELD. INSTALLER IS TO CONFIRM THE MINIMUM DISCHARGE REQUIREMENTS OF THE POINT OF CONNECTION AS INDICATED ON THE LEGEND PRIOR TO INSTALLATION.
4. THE PRESSURE REQUIREMENT AT THE POINT OF CONNECTION IS BASED ON NO MORE THAN 5 FEET OF ELEVATION CHANGE IN THE AREAS OF IRRIGATION.
5. ALL PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND ACCORDING TO LOCAL BUILDING, ELECTRICAL, AND PLUMBING CODES.
6. IRRIGATION CONTRACTOR WILL ARRANGE INSPECTIONS REQUIRED BY LOCAL AGENCIES AND ORDINANCES DURING THE COURSE OF CONSTRUCTION AS REQUIRED. ALL WIRING TO BE PER LOCAL CODE. BACKFLOW PREVENTION TO BE PER LOCAL CODE.
7. LOCATION OF IRRIGATION COMPONENTS SHOWN ON DRAWING IS APPROXIMATE. ACTUAL PLACEMENT MAY VARY SLIGHTLY AS REQUIRED TO ACHIEVE FULL, EVEN COVERAGE.
8. ALL SPRINKLER HEADS SHALL BE INSTALLED PERPENDICULAR TO FINISH GRADES. EXCEPT AS OTHERWISE INDICATED.
9. INSTALL IRRIGATION MAINS WITH A MINIMUM 18" OF COVER BASED ON FINISH GRADES. INSTALL IRRIGATION LATERALS WITH MINIMUM 12" OF COVER BASED ON FINISH GRADES.
10. PIPE LOCATIONS ARE DIAGRAMMATIC. VALVES AND MAINLINE SHOWN IN PAVED AREAS ARE FOR GRAPHIC CLARITY ONLY.
11. THE IRRIGATION CONTRACTOR SHALL COMPLY WITH PIPE SIZES AS INDICATED.
12. ALL WIRE SPLICES OR CONNECTIONS SHALL BE MADE WITH APPROVED WATERPROOF WIRE CONNECTIONS AND BE IN A VALVE OR SPLICE BOX.
13. ALL CONTROL WIRING DOWNSTREAM OF THE CONTROLLER IS TO BE TWO-WIRE, UL APPROVED DIRECT BURY.
14. SHIELDED CABLE SHALL BE INSTALLED BETWEEN THE CONTROLLER AND THE FLOW SENSOR PER MANUFACTURERS SPECIFICATIONS.
15. THE DESIGN IS BASED ON THE SITE INFORMATION AND/OR DRAWING SUPPLIED WITH THE DESIGN CRITERIA BEING SET(AREA TO BE IRRIGATED, EQUIPMENT MANUFACTURER AND MODEL TO BE USED, WATER SOURCE INFORMATION, ELECTRICAL POWER AVAILABILITY, ETC...). SITEONE LANDSCAPE SUPPLY BEARS NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS IN DESIGN OR INSTALLATION THAT ARISE DUE TO INACCURACIES IN THE ABOVE REFERENCED INFORMATION SUPPLIED TO SITEONE LANDSCAPE SUPPLY LANDSCAPES IN RELATION TO THIS PROJECT, UNLESS OTHERWISE NOTED.

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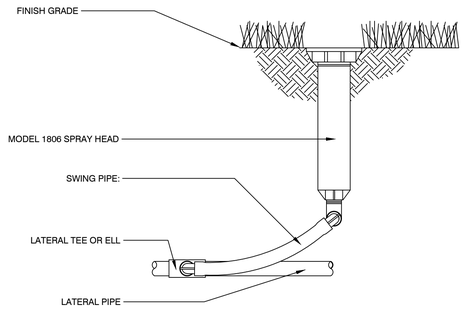
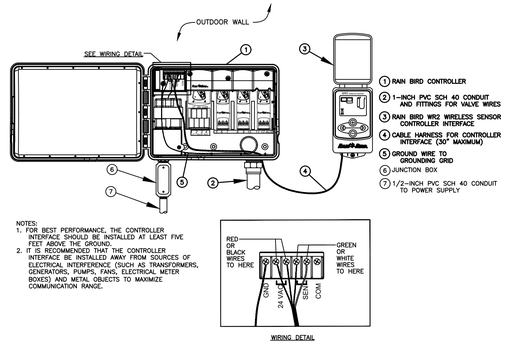
Sheet Number:
IR-2



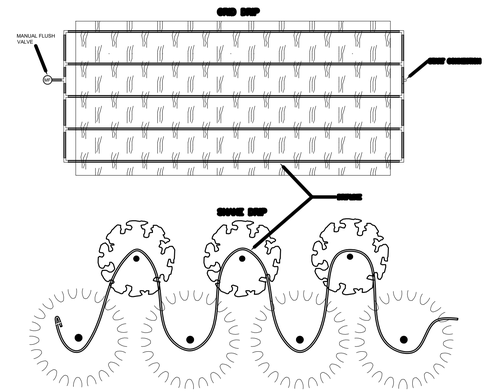
1 1806 SPRAY HEAD WITH SWING PIPE

S1-SP-RAI-01



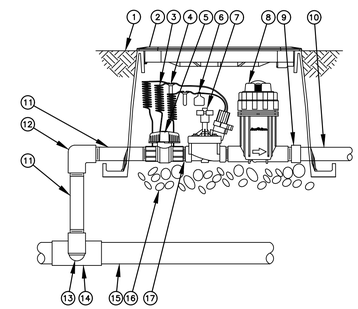
2 WR2 WIRELESS RAIN SENSOR

NTS



3 TYPICAL DRIP TUBING LAYOUT

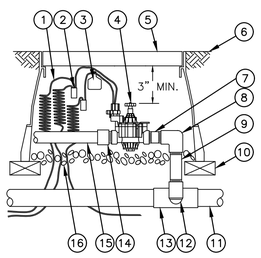
NTS



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-STD
3. 30-INCH LINEAR LENGTH OF WIRE, COILED
4. WATERPROOF CONNECTION: RAIN BIRD DB SERIES
5. 1-INCH BALL VALVE (INCLUDED IN XCZ-PRF-100 KIT)
6. ID TAG
7. REMOTE CONTROL VALVE: RAIN BIRD PESB (INCLUCED IN XCZ-PRF-100 KIT)
8. PRESSURE REGULATING QUICK CHECK BASKET FILTER: RAIN BIRD PRF-QKCHK-100 (INCLUDED IN XCZ-PRF-100 KIT)
9. PVC SCH 40 FEMALE ADAPTOR
10. LATERAL PIPE
11. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
12. PVC SCH 40 ELL
13. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
14. PVC SCH 40 TEE OR ELL
15. MAINLINE PIPE
16. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
17. PVC SCH 80 NIPPLE, CLOSE (INCLUDED IN XCZ-PRF-100 KIT)

4 XCZ-100-PRF 1" CONTROL ZONE KIT

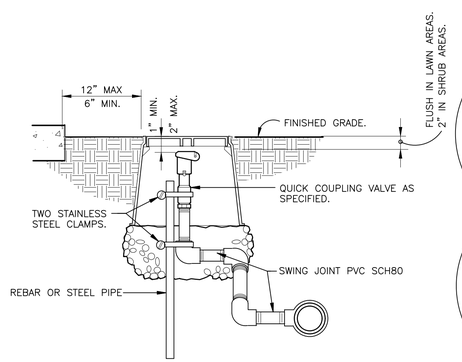
NTS



1. 30-INCH LINEAR LENGTH OF WIRE, COILED
2. WATERPROOF CONNECTION: RAIN BIRD SPLICE-1 (1 OF 2)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE: RAIN BIRD PGA
5. VALVE BOX WITH COVER: RAIN BIRD VB-STD
6. FINISH GRADE/TOP OF MULCH
7. PVC SCH 80 NIPPLE (CLOSE)
8. PVC SCH 40 ELL
9. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
10. BRICK (1 OF 4)
11. PVC MAINLINE PIPE
12. SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
13. PVC SCH 40 TEE OR ELL
14. PVC SCH 40 MALE ADAPTER
15. PVC LATERAL PIPE
16. 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

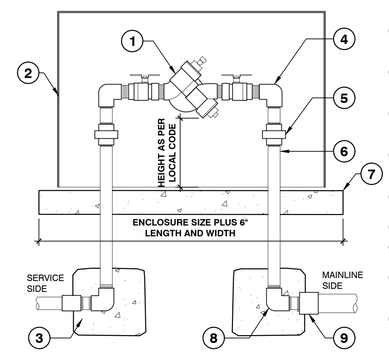
5 PGA SERIES ELECTRIC VALVE

S1-VA-RAI-02



6 QUICK COUPLING VALVE IN BOX

S1-QU-01

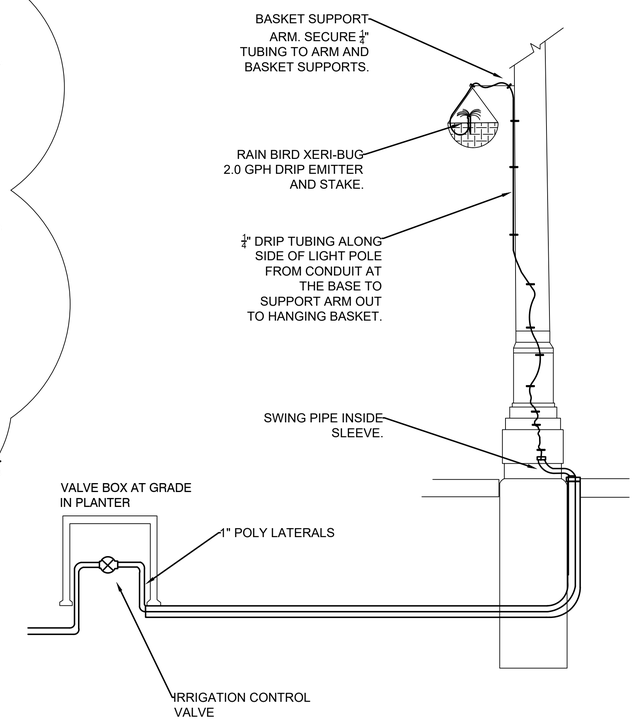


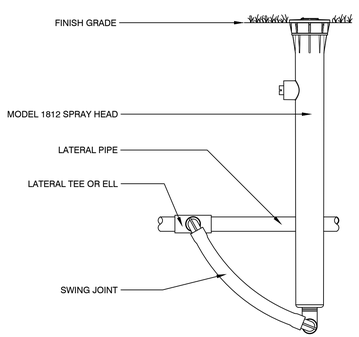
1. REDUCED PRESSURE BACKFLOW DEVICE AS SPECIFIED
2. BACKFLOW ENCLOSURE AS SPECIFIED
3. CONCRETE THRUST BLOCKS, 90 LBS OF CONCRETE EACH
4. GALVANIZED NIPPLES AND ELL AS REQUIRED
5. GALVANIZED UNIONS AT EACH SIDE
6. GALVANIZED RISERS
7. 4" THICK MIN. CONCRETE PAD
8. GALVANIZED ELL AND NIPPLE, TYPICAL
9. PVC COUPLER OR REDUCER AS REQUIRED, TYPICAL

7 REDUCED PRESSURE BACKFLOW W/ ENCLOSURE

1" = 1'-0"

FX-IR-FX-BACK-04

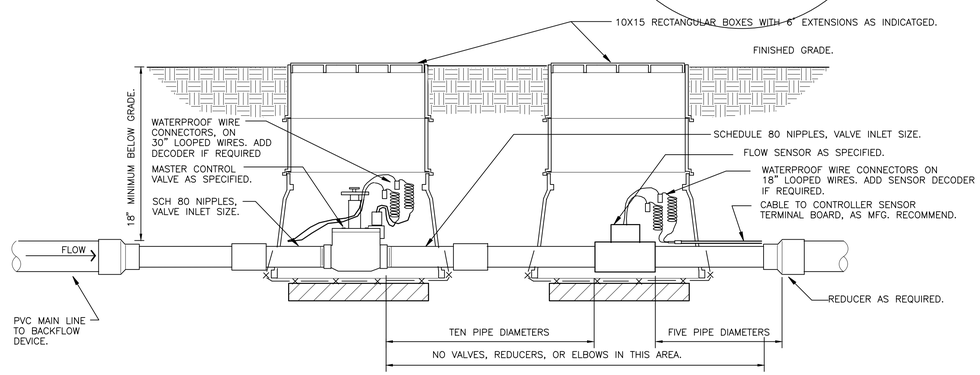




8 1812 SPRAY HEAD WITH PRO-FLEX TUBING

3" = 1'-0"

FX-IR-HUNT-SPRA-48



9 MASTER VALVE/FLOW SENSOR ASSEMBLY

SiteOne™ Project Services

1-800-347-4272
http://www.projectservices.siteone.com

650 Stephenson Highway
Troy, Michigan 48083
Phone 248.588.2100
Fax 248.588.3528
www.Siteone.com
800.347.4272

Project Name:
S.OLD WOODWARD AVE
BIRMINGHAM, MI, 48009

Customer Name:

Design Date: 01/21/22
Drawn By: SW
Checked By: C. GRAHAM

REVISIONS

Description	Date
1	01/24/22
2	02/03/22
3	02/07/22
4	
5	
6	

Drawing Title:
IRRIGATION DETAIL SHEET

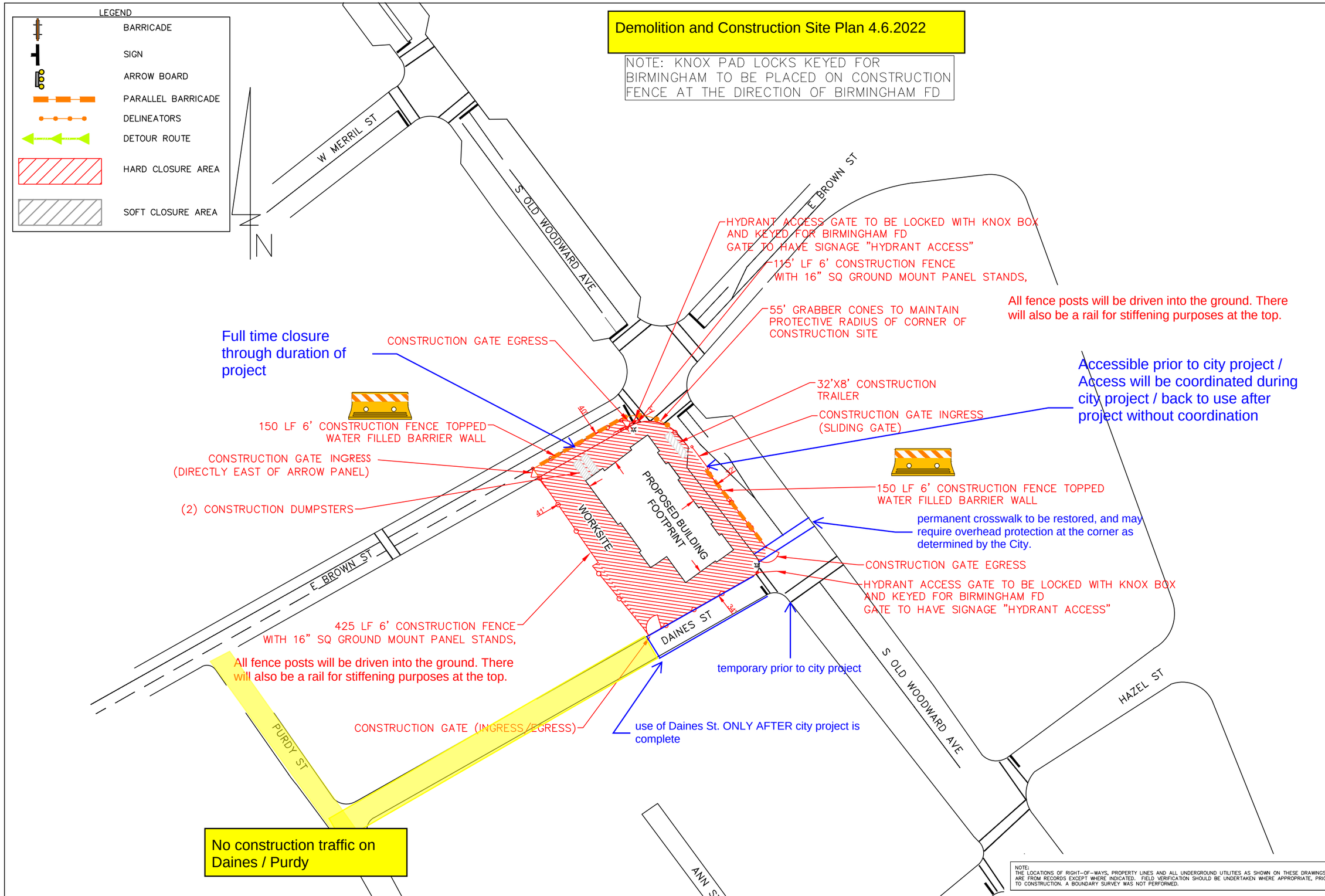
Drawing Scale: NTS

Project Services Number: 276682

Sheet Number:
IR-3

Exhibit C: Construction Staging Areas

Exhibit D: Logistics Plan



NOTE:
THE LOCATIONS OF RIGHT-OF-WAYS, PROPERTY LINES AND ALL UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE FROM RECORDS EXCEPT WHERE INDICATED. FIELD VERIFICATION SHOULD BE UNDERTAKEN WHERE APPROPRIATE, PRIOR TO CONSTRUCTION. A BOUNDARY SURVEY WAS NOT PERFORMED.

DATE:	REVISION:

UTILITY WARNING
UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

4677 MIDWAY DR
ANN ARBOR, MI
48103

MitiSafe Consulting

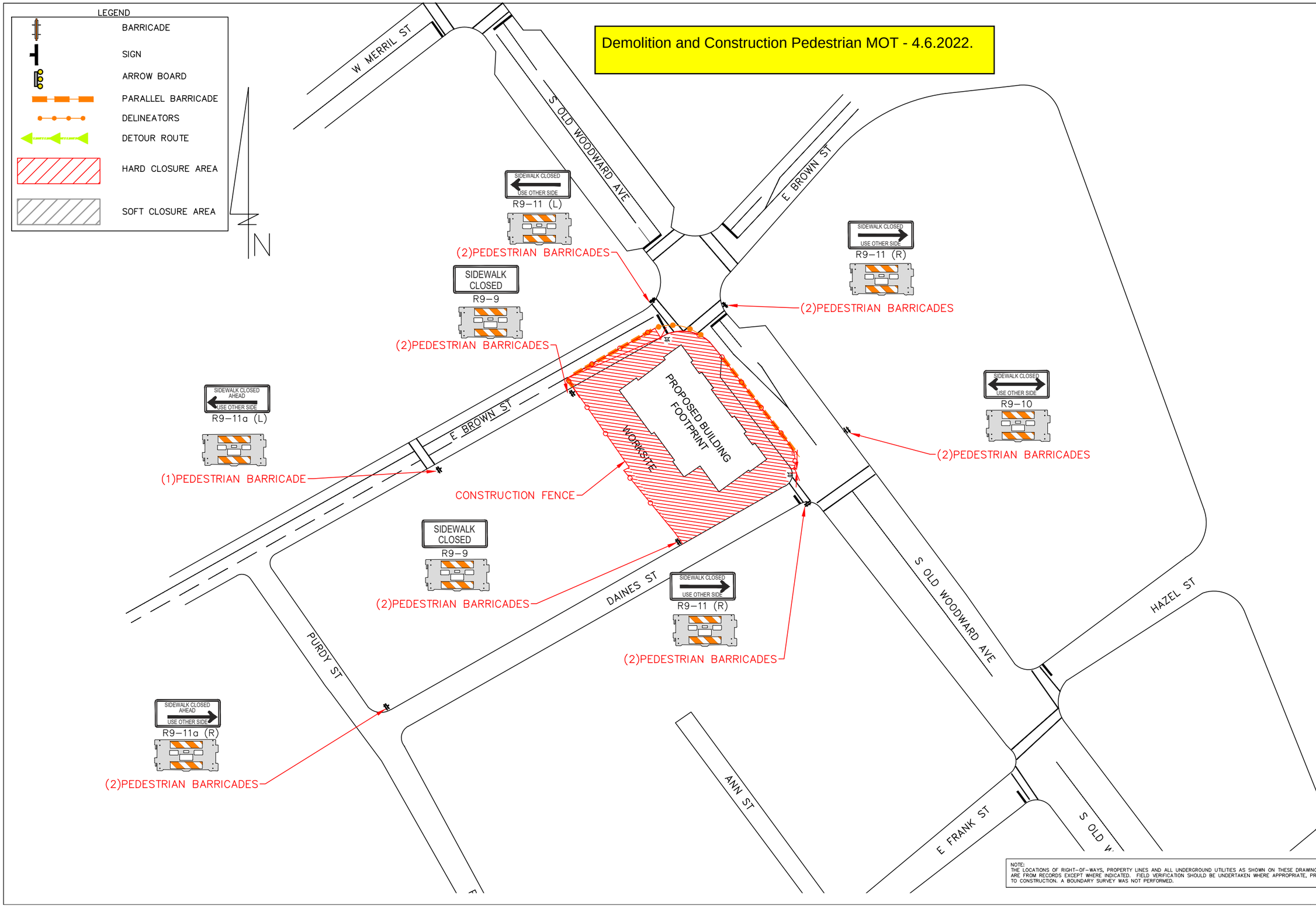
SACHSE CONSTRUCTION

RH PROJECT

SCALE
1"=100'
11"X17"

JOB NO: 00522239
DATE: 1/31/22
DRAWN BY: CS
CHECK BY: JRG

TOWNSHIP:BIRMINGHAM
COUNTY: OAKLAND



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UTILITY WARNING
UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

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4671 MIDWAY DR
ANN ARBOR, MI
48103

MitiSafe Consulting

SACHSE CONSTRUCTION

RH PROJECT

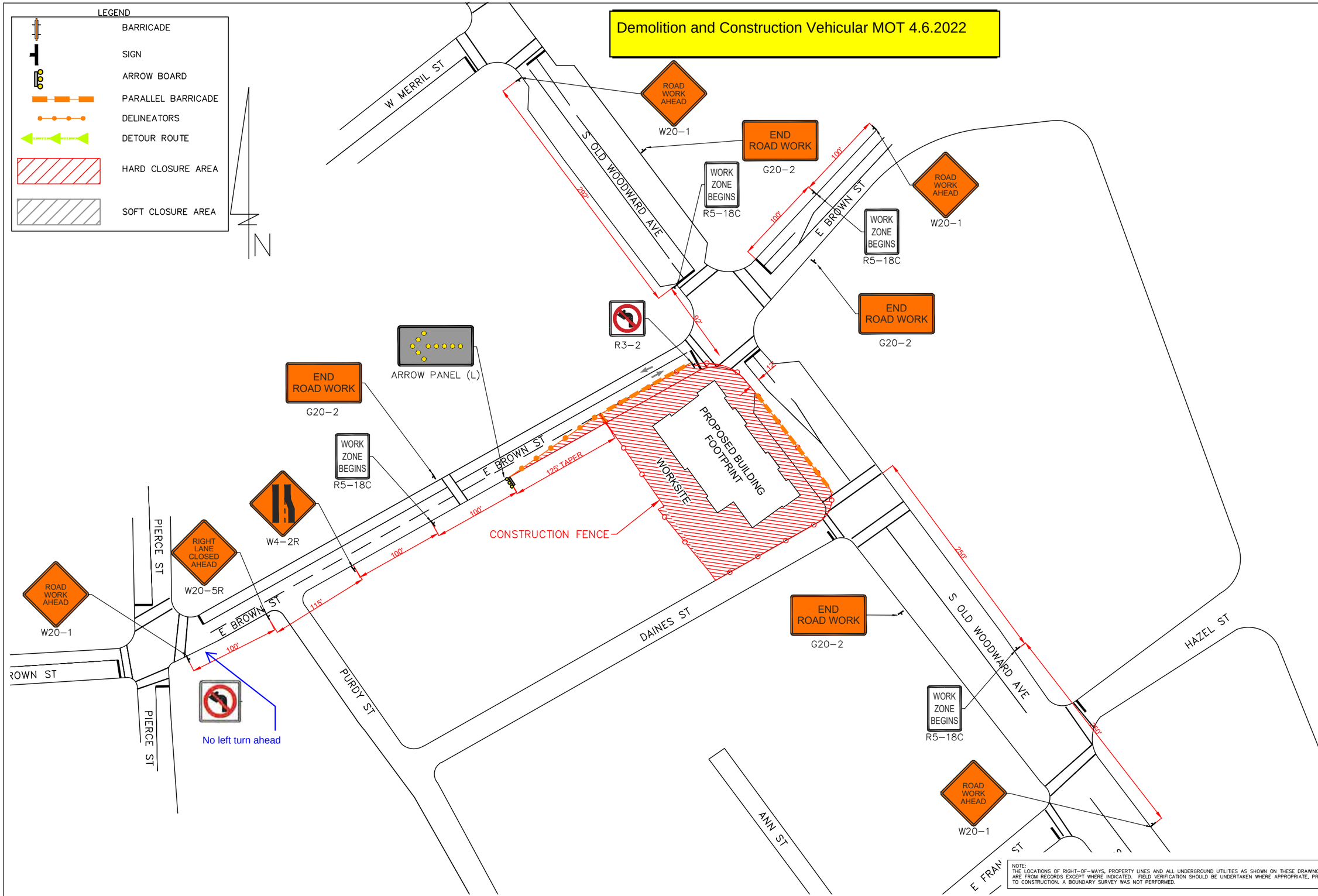
SCALE
1"=100'

11"X17"

JOB NO: 00522239
DATE: 1/31/22
DRAWN BY: CS
CHECK BY: JRG

TOWNSHIP:BIRMINGHAM
COUNTY: OAKLAND

Demolition and Construction Vehicular MOT 4.6.2022



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4671 MIDWAY DR
ANN ARBOR, MI
48103

MitiSafe Consulting

SACHSE CONSTRUCTION

RH PROJECT

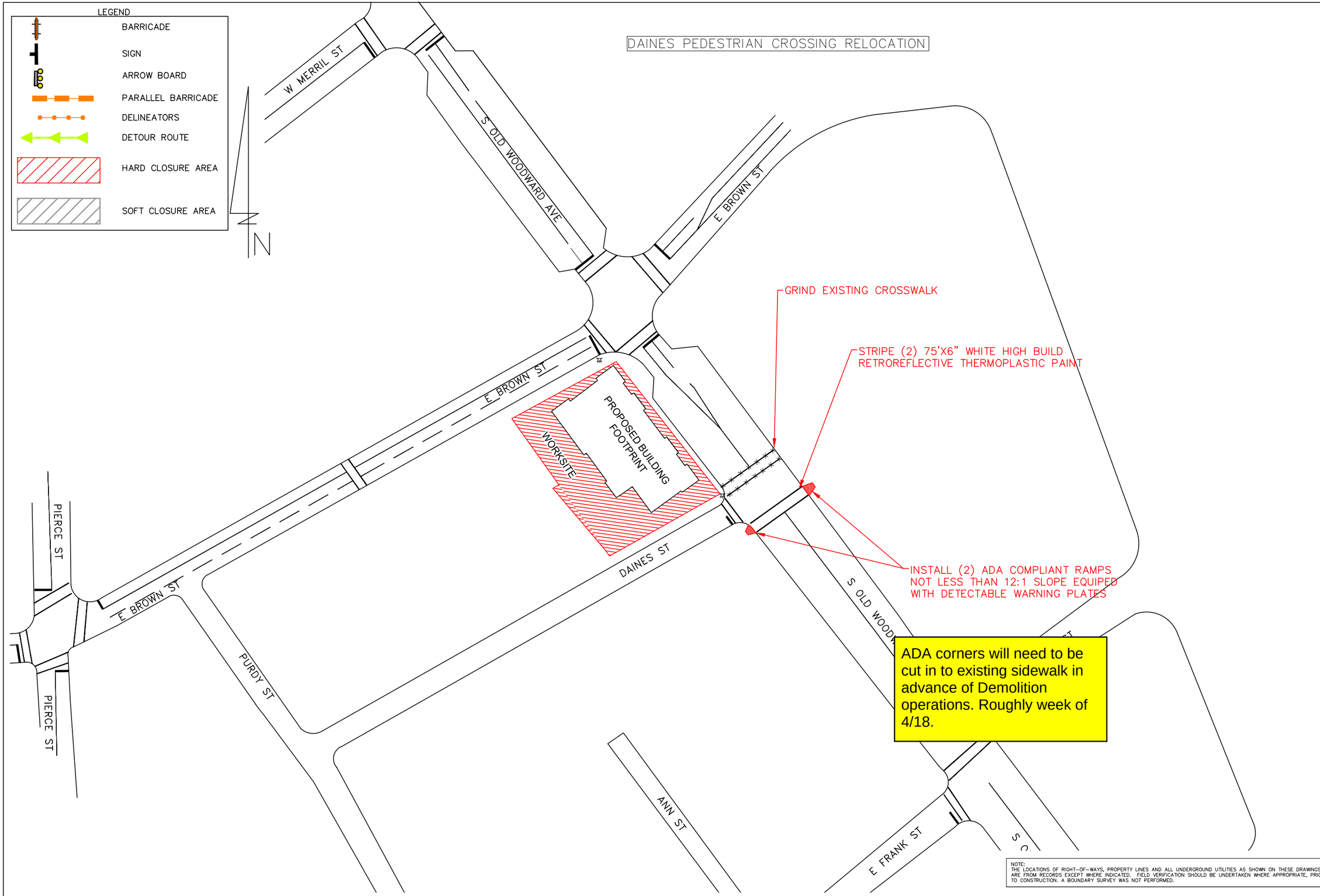
SCALE
1"=100'

11"X17"

JOB NO: 00522239
DATE: 1/31/22
DRAWN BY: CS
CHECK BY: JRG

TOWNSHIP:BIRMINGHAM
COUNTY: OAKLAND

DAINES PEDESTRIAN CROSSING RELOCATION



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ANN ARBOR, MI
48103

MitiSafe Consulting

SACHSE CONSTRUCTION

RH PROJECT

SCALE
1"=100'

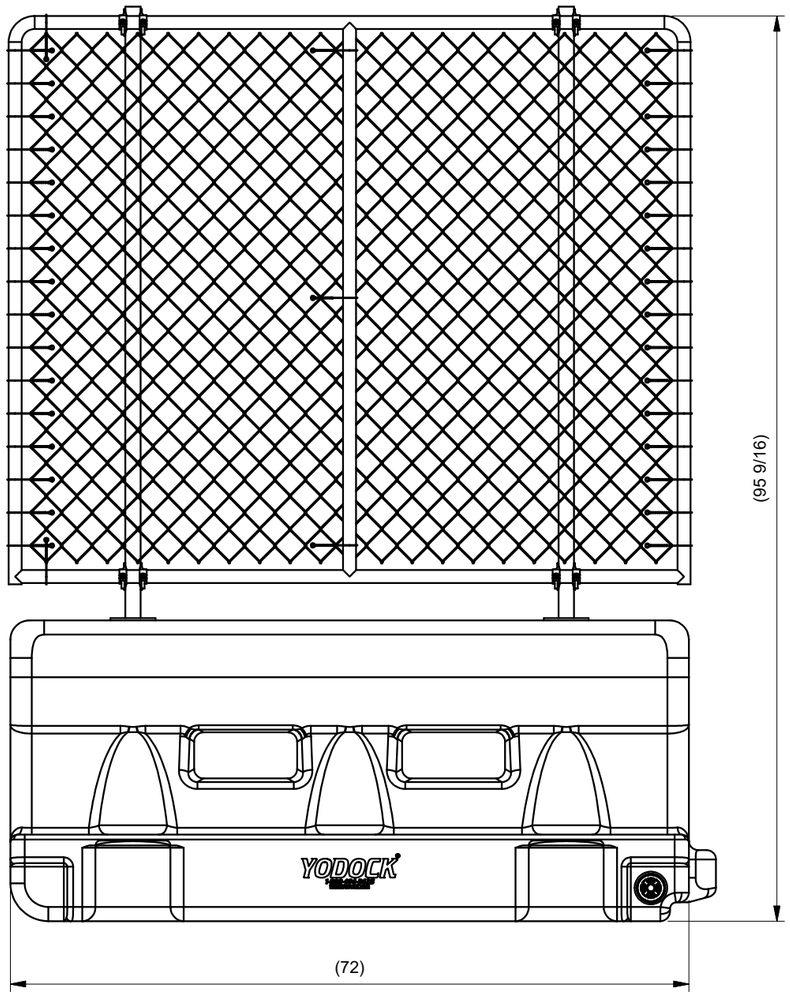
11"X17"

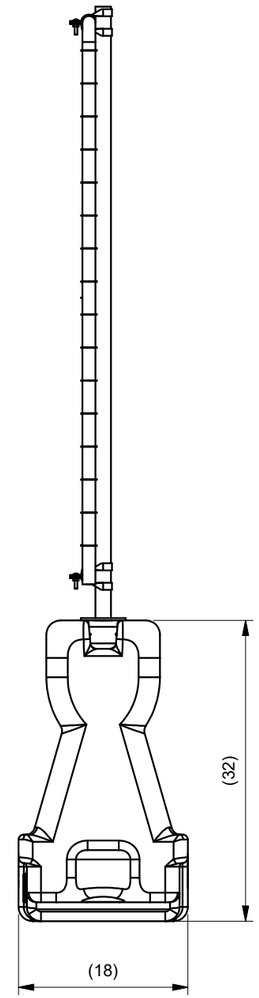
JOB NO: 00522239
DATE: 1/31/22
DRAWN BY: CS
CHECK BY: JRG

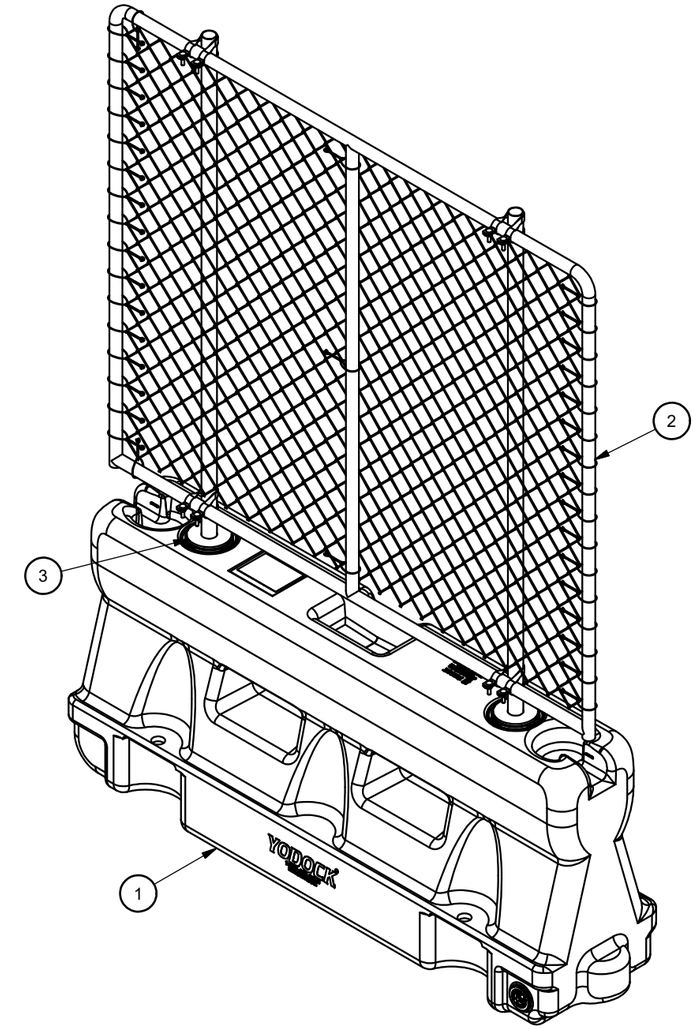
TOWNSHIP:BIRMINGHAM
COUNTY: OAKLAND

PARTS LIST			
ITEM	STOCK NO.	DESCRIPTION	QTY.
1	148002	YODOCK 2001MB - ORANGE	1
2	118735	SP TRINITY PANEL	1
3	118620	BUSHING,RUBBER,1.68X4.25X1.5	2

3.15.22 - Birmingham Green fabric screen to be installed on all fencing.







ASSEMBLY NO: 148158

MATERIAL: SEE PARTS LIST	DRAWN: D. Kohfeld	DATE: 10/30/2013	TOLERANCES PER QMS-SF-001, UNLESS OTHERWISE SPECIFIED.					YODOCK BARRIER 2001MB W/ FENCE PANEL	TRINITY HIGHWAY / YODOCK
	CHECKED: AVB	DATE: 10/30/2013							
FINISH: N/A	UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN INCHES. DIMENSIONS ACCORDING TO ASME Y14.5M-1994 UNLESS OTHERWISE SPECIFIED.		DO NOT SCALE DRAWING						
	Revision		ECO	Date	Rev	By	Chk.		
ESTIMATED WEIGHT: 134.94 lbmass								DRAWING: 148158	REV: - / SHEET: 1 of 1

ENG-FE-046 Rev B, 9/8/2014

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Yodock® 2001MB

The Yodock® 2001MB Barricade is a plastic, water-filled Longitudinal Channelizing Device (LCD) used for traffic and pedestrian channelization, road and street closures, or perimeter fencing for vertical construction. When deployed as an LCD, the units are attached end-to-end using a plastic coupler.

Additional application specific accessories are also available for the Yodock® 2001MB Barricade.

Applications

- Construction & Temporary Work Zones
- Longitudinal Channelizing Device
- Perimeter Fencing
- Airport Construction & Maintenance
- Parking Facilities
- Municipal & Public Utilities
- Security Checkpoints
- Events & Crowd Control
- Parks & Recreational Facilities

Features

- Lightweight system enables convenient positioning by hand.
- Can be accessorized for longitudinal barrier, perimeter fencing, road closure, and temporary sign support applications.
- Stackable for more efficient transportation and storage.
- Made of High Density Polyethylene (HDPE).
- Convenient forklift access for maneuverability.
- Available in custom colors.

FHWA Eligibility

MASH

- Longitudinal Channelizing Device (LCD); Test Level 2

NCHRP 350

- Longitudinal Channelizing Device (LCD)
- Work Zone Barricade
- Temporary Sign Support
- Longitudinal Barrier
  (When used with Steel Rail Kit)

Specifications

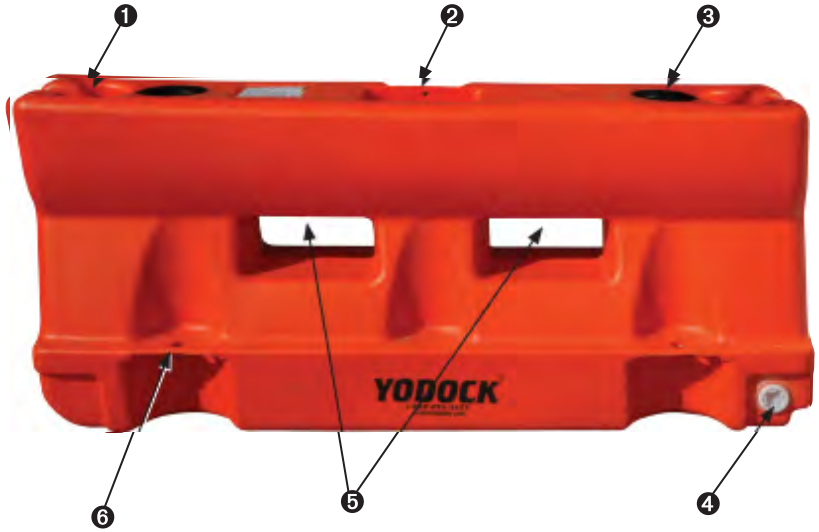
- 6' Length
- 18" Width
- 32" Height
- Empty Weight: 85 lbs.

MASH

- Ballast Capacity: 60 gal.
- Ballasted Weight: 583 lbs.

NCHRP 350

- Ballast Capacity: 100 gal.
- Ballasted Weight: 900 lbs.



1. Interlocking Coupler
2. Light Box Recess
3. Fill Hole
4. Drain Holes
5. Forklift Access
6. Tie Down Flanges

An original YODOCK® product.

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10-21

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1.888.496.3625

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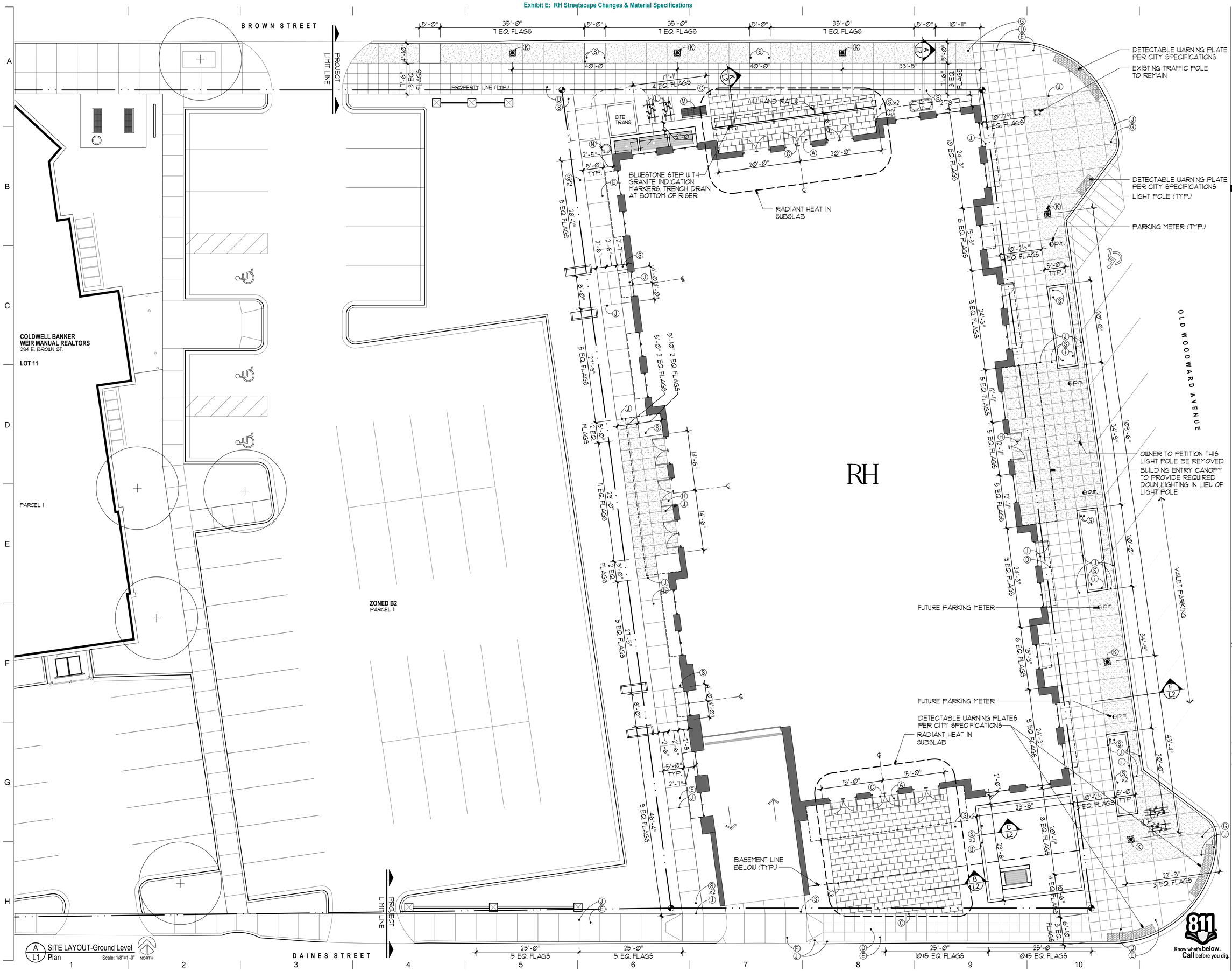


A L1 SITE LAYOUT-Ground Level Plan

Scale: 1/8"=1'-0"

NORTH

RH

RH DETROIT
300 S Old Woodward
Birmingham, MI 48009

LANDSCAPE ARCHITECTURE

MICHAEL J. DUL & ASSOCIATES, INC

212 DAINES STREET
BIRMINGHAM
MICHIGAN 48009

P 248 644 3410
F 248 644 0819

MICHAEL J. DUL
LANDSCAPE ARCHITECT
NO. 781
REGISTERED LANDSCAPE ARCHITECT

SAROKI ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI
48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

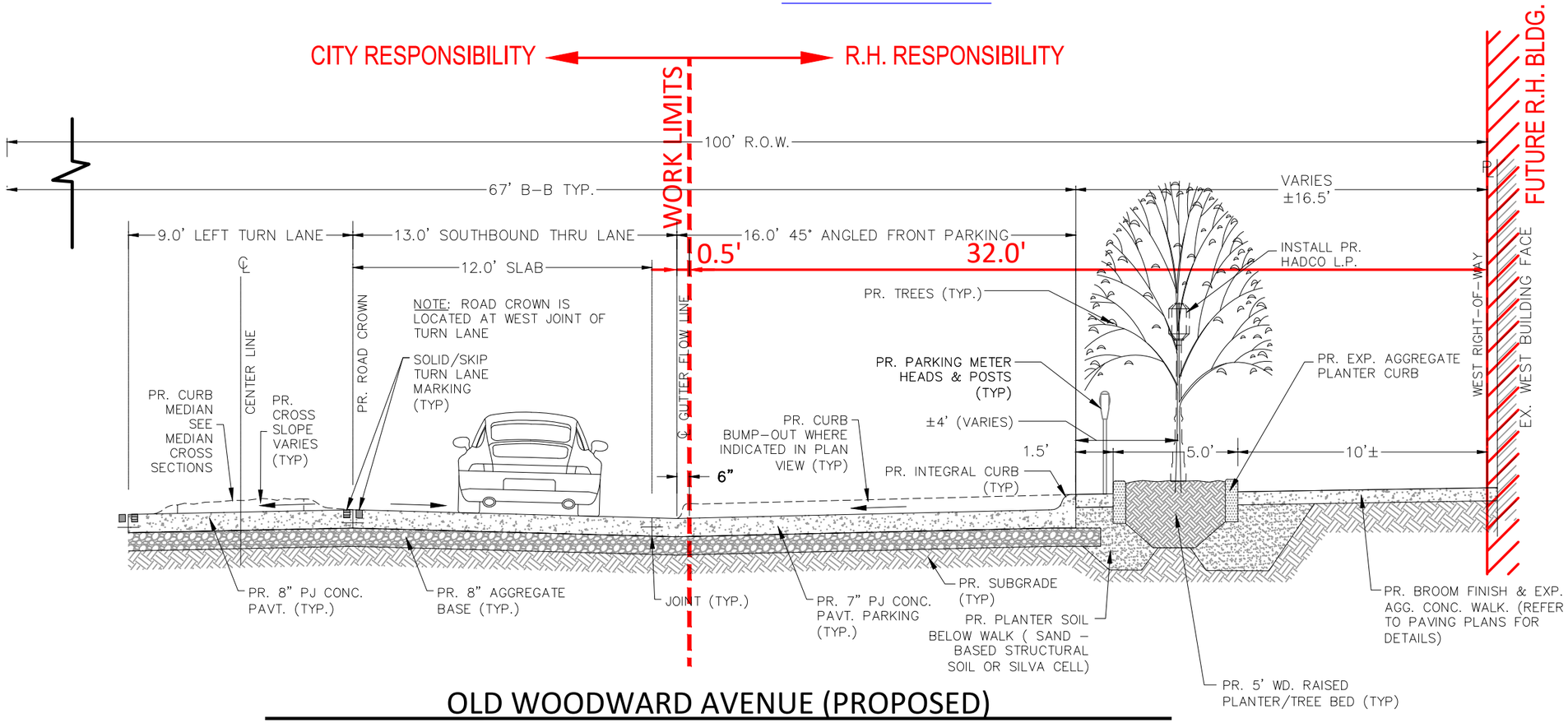
Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date:	Issued For:
12-23-2021	50% CD
02-22-2022	Owner Review
03-09-2022	Owner Review
03-18-2022	BUILDING PERMIT

Sheet No.:
L1
SITE LAYOUT-Ground Level

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

OLD WOODWARD RECONSTRUCTION PROJECT (PHASE 3)
RESTORATION HARDWARE CONSTRUCTION COORDINATION
CROSS-SECTION



OLD WOODWARD AVENUE (PROPOSED)

TYPICAL PROPOSED CROSS-SECTION (exerpt)

BETWEEN BROWN ST. & HAYNES

N.T.S.

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

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	04-05-2022	P.T.	M270	2 of 2

SOUTH OLD WOODWARD AVENUE RECONSTRUCTION PROJECT (PHASE 3) CONTRACT #1-22(P)

CITY OF BIRMINGHAM

ENGINEERING DEPARTMENT

Contractor's Name: _____ **Copy #** _____

OLD WOODWARD AVENUE RECONSTRUCTION PROJECT (PHASE 3)
CONTRACT #1-22(P)
INDEX

95	Sworn Statement	6 Pages
100	Proposal	28 Pages
110	Contract	2 Pages
115	Iran Sanctions Act Certification Form	1 Page
120	Performance Bond	2 Pages
130	Payment Bond	2 Pages
140	Payment Forms	6 Pages
	Request For Partial Payment Request For Final Payment Sworn Statement Work Directive	
200	Advertisement	2 Pages
301	Supplemental Instructions to Bidders	5 Pages
302	Selection of Successful Bidder Methodology	2 Pages
310	General Instructions to Bidders	4 Pages
400	General Requirements	12 Pages
410	Road Closure Assessment	3 Pages
451	Birmingham Green Pain Color	1 Page
451	Monitoring Vibrations	3 Pages
490	Mobile Field Office Specifications	2 Pages
500	Water Main Construction	13 Pages
505	Zinc Coating on Ductile Iron Pipe	1 Page
507	Meter Pit	1 Page
600	Sewers and Related Structures	12 Pages
610	Flowable Fill	2 Pages
630	Storm Water Treatment System	4 Pages
702	Station Grading	1 Page
710	Portland Cement Concrete Pavement Construction	9 Pages
711	Concrete Durability Requirements	5 Pages
712	Concrete Sidewalk Construction	8 Pages

715 Exposed Aggregate Concrete Construction _____ 2 Pages
716 Parking Meter Posts _____ 2 Pages
721 Concrete Curing & Sealing _____ 2 Pages
750 Hot Mix Asphalt Pavement Construction _____ 4 Pages
820 Fiber Conduit _____ 1 Page
840 Basic Electrical Materials and Methods _____ 8 Pages
841 Conductors and Cables _____ 2 Pages
842 Grounding and Bonding _____ 2 Pages
843 Raceway and Boxes for Electrical Systems _____ 3 Pages
844 Electrical Identification _____ 3 Pages
845 Receptacle Control Devices _____ 2 Pages
846 Electrical Acceptance Testing _____ 3 Pages
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848 Wiring Devices _____ 3 Pages
860 Irrigation _____ 17 Pages
881 Organic Planting Soil _____ 9 Pages
882 Plantings _____ 9 Pages
884 Sand Based Structural Soil _____ 9 Pages
885 Landscape Stone & Boulders _____ 3 Pages
900 Supplemental Specifications _____ 22 Pages

Appendices:

A: G2 Consulting Group - Report on Geotechnical Investigation _____ 46 Pages
B: MDOT Detail R-28-J _____ 7 Pages
C: Bus Shelter Pad Detail _____ 1 Page

SECTION 710
PORTLAND CEMENT CONCRETE PAVEMENT CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the furnishing and placement of ready mixed Portland Cement Concrete (PCC) pavement and curbs and gutter.

1.02 REFERENCES

A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

A. Contractor shall submit proposed mix design for all PCC pavements to be supplied on this project.

B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 CONCRETE

A. Provide materials in accordance with subsection 601.02 of the Standard Specifications for Construction and the contract. Concrete Grade 3500HP requires optimized aggregate gradation and 25 to 40 percent replacement of the Portland cement in the concrete mixture with a supplementary cementitious material (slag cement, fly ash). Do not use other concrete Grades or Types in lieu of Grade 3500 HP. Prepare the optimized aggregate gradation and perform process control according to the procedure for Optimized Aggregate Gradation included in the contract.

B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR) and for air entraining requirements.

C. Concrete provided on this project shall be Ready Mixed Concrete; central mixed or transit mixed concrete is permitted. The source of ready mixed concrete shall be approved by the Engineer.

D. Admixtures - Admixtures shall be used only when specified or authorized by the Engineer.

E. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed in the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.

F. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 AGGREGATE BASE COURSE

A. Unless otherwise specified on the drawings, or in the specifications, the aggregate base course to support the PCC pavement shall be MDOT 21AA crushed limestone compacted to 95% of the maximum modified proctor density.

B.

PART 3. CONSTRUCTION

3.01 EXAMINATION

A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 EQUIPMENT

A. All equipment used in the construction of the work shall be inspected and shall meet approval of the Engineer prior to start of construction. All equipment, tools and machinery shall be maintained in a satisfactory working condition.

3.03 MAINTAINING TRAFFIC

A. The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices.

B. The Contractor shall always allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction, however, the Contractor shall provide for temporary crossings and crossovers over the work partially completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

3.04 CONCRETE PAVEMENT REMOVAL

A. Caution shall be exercised during pavement breaking operations, and the use of a crane and ball type pavement breaker will not be permitted. Equipment used for this work shall be such as will not cause damage to adjacent buildings and underground utilities.

B. Concrete pavement removal will be paid for at the contract unit price per square yard, which shall include the removal of adjacent curb or curb and gutter, and any asphaltic concrete surfacing. No additional payment will be made for pavement removal with reinforcing.

3.05 CUTTING TREE ROOTS

A. Tree roots larger than two (2) inches in diameter shall not be cut beyond a point three (3) inches in back of the proposed curb line, and no tree roots shall be cut beyond a point twelve (12) inches in back of the proposed curb line. The above limits may be exceeded only with specific authorization by the City Parks and Recreation Department.

3.06 EXCAVATION

A. All earth and other material shall be excavated for the full depth and width of the cross section, as given on the plans.

B. Trees and stumps to be removed will be removed by the City at no cost to the Contractor. Removing and disposing of shrubs, brush and trees or stumps less than four (4) inches in diameter shall be considered as incidental to the work of excavation.

C. The Contractor shall rough grade as close as possible to finished subgrade, leaving a minimum to be removed in fine grading.

D. Excavation material shall be disposed of by the Contractor in the following order of preference:

1. Along the site of the work to fill requirements of the work.
2. At the Contractor's own dump sites.

E. Excavation will be determined by the average end area method of all material included above the base between backs of curbs, or edges of pavement where no curb is constructed. Excavation and fill required from curb to property line will be classed as grading. Concrete pavement removal and other items included in separate pay items will be deducted from excavation. Asphalt removal will be considered part of excavation.

F. Excavation for manholes, catch basins, inlets and gate wells shall be included in the price bid for these items.

G. All excavated material stored along the line of work between curb and sidewalk on improved lawns shall not be left longer than forty-eight (48) hours. Said lawns or otherwise improved parkway shall be left in a neat and clean state within the specified forty-eight (48) hours.

H. Excavated material removed in fine grading or any other operations shall be removed from any completed pavement slab, before any slab is opened for traffic whatsoever, including Contractor's equipment.

3.07 PREPARATION OF SUBGRADE

A. The subgrade shall be smoothed, trimmed and compacted in the required line, grade and cross section to receive the pavement. The roadbed shall be compacted to at least ninety-five (95) percent of the maximum unit weight. The subgrade thus formed shall be maintained in a smooth and compacted condition until pavement has been placed. Should the subgrade between the forms become rutted or disturbed in any manner, the subgrade shall be reshaped and compacted as specified herein.

B. Compaction shall be accomplished by self-propelled steel wheeled or a pneumatic-tired roller weighing not less than five (5) tons or a self-propelled vibratory compactor of adequate size to compact the subgrade to the required density.

C. No concrete shall be placed on the subgrade until the subgrade has been approved by the Engineer.

D. The cost for preparation of subgrade will be paid for under the items "Earth Excavation" or "Station Grading", as noted in the Proposal, and not as a separate pay item.

E. The roadbed and adjacent grade shall be maintained in such condition that the work will be well drained at all times. If it is necessary, in the prosecution of the work, to interrupt existing surface drainage, sewers or underdrainage, then temporary drainage facilities shall be provided until the permanent drainage work is completed. The construction of all temporary drainage facilities shall be considered as incidental to the construction of the project.

F. The Contractor shall perform a proof roll on the subgrade, to be witnessed by the Engineer to determine if there are areas that are unstable or need additional compaction. Proof rolling of subgrade shall be performed with a pneumatic-tired rolling equipment, developing a load of thirty (30) to fifty (50) tons. In a systematic manner acceptable to the Engineer, the equipment shall perform a minimum of three (3) passes over the designated areas(s). When proof rolling of the subgrade shows an area to be unstable as determined by the Engineer, the unstable material shall be removed and replaced to the limits designated by the Engineer.

3.08 INSTALLING ROADWAY BASE

A. Aggregate base shall be placed on streets, roadways, shoulders and driveways at the thickness shown on the drawings in not more than six (6) layers. Such surface shall be compacted to 95% density and shall meet lines and grades established on the drawings or meeting existing pavements.

B. The aggregate base shall not be placed if the subgrade is saturated.

3.09 ADJUSTING CASTINGS

A. Existing manholes, water valve gate wells, catch basins and other like surface structures shall be raised, lowered, shifted in alignment or reconstructed if necessary to fit the proposed line or grade. This work will be paid for at the unit price as bid in the proposal. If there are no work items listed in the proposal for this work, it shall be considered incidental to the other work of the project.

3.10 FORMS

A. Forms shall be of metal, of any approved section which will insure their rigidity under the impact, thrust and weight of the heaviest machine carried on them.

B. Forms shall have a minimum length of ten (10) feet, and shall have a depth not less than the edge thickness of the work prescribed. Forms with a height of eight (8) inches or more shall have a base width of at least eight (8) inches. Other forms shall have a minimum base width of six (6) inches. The forms shall be straight, free from distortion and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge.

C. Flexible forms and hand finishing will be required on all pavement where the edge of pavement radius is less than two hundred (200) feet.

D. When tree roots may not be cut enough to allow room to use forms as specified above, wood forms (planks) may be used.

E. The method of connections between form sections shall be such that a locked joint is formed free from vertical movement in excess of one-eighth (1/8) of an inch and horizontal movement in excess of one-quarter (1/4) on an inch under the impact, thrust and weight of the heaviest machine carried on the forms. Each form shall be fully pinned with pins of an adequate length, and the soil under the forms shall be thoroughly compacted by use of a mechanical form tamper or vibrator.

F. All forms shall be thoroughly cleaned and oiled before concrete is placed against them.

G. Forms shall be set at least three hundred (300) feet in advance of the paver, in order to allow ample time for inspection and checking prior to the placing of concrete.

3.11 POURING CONCRETE

A. The roadway base and subgrade shall be in a moist condition, but not saturated, at the time concrete is placed.

B. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible, and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.

C. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete; all reinforcing steel shall be secured in its proper locations and shall be inspected and approved by the Engineer.

D. Concrete shall be worked into all the recesses and corners of the forms and closely compacted around the reinforcing steel by means of thorough spading or an approved method of mechanical vibration.

E. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected in freezing weather by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.

F. No concrete shall be poured on a frozen, dry, saturated, or uncompacted subgrade.

3.12 PAVEMENT CONSTRUCTION

A. Concrete shall be placed only on subgrade prepared as previously specified. After the concrete has been deposited, it shall be struck off and consolidated by an approved finishing machine to such an elevation that when all finishing operations are completed, the surface will conform to the required finished grade. While striking off, a uniform ridge of concrete at least two (2) inches above the finished pavement grade shall be maintained ahead of the screed for its entire length. In consolidating, the finishing machine shall operate over each section of the pavement at least twice. Only sufficient mortar shall be worked to the surface to provide for a dense smooth finish. Excessive operation of the machine over a given area will not be permitted. Segregated particles of coarse aggregate, which may collect in front of the screed, shall be thoroughly mixed by hand with the mass of concrete already on the subgrade.

B. The concrete shall then be floated by means of a hand operated wood float not less than five (5) feet long.

C. As soon as the above operations are completed, all laitance, surplus water and inert materials shall be worked entirely off the pavement, and the surface made smooth by scraping or dragging with a rigid straightedge ten (10) feet in length.

D. The straightedge shall be placed at the center of the slab, with the blade parallel to the centerline, and pulled slowly and uniformly to the edge. This operation shall be repeated until the surface of the concrete is free from irregularities and makes contact at all points with the bottom of the straightedge. The straightedge shall then be moved forward one-half (1/2) its length and the operations repeated.

E. Depressions found in the surface shall be filled with fresh concrete and consolidated by floating with long handled float not less than five (5) feet in length. This float may also be used to smooth sections of the surface that may have become rough or torn by scraping the straightedge. Where a wood float does not give satisfactory surface, the Contractor will be required to provide metal or metal-shod long handled floats.

F. The surface will then be tested for smoothness with the straightedge. During this operation, the contact of the straightedge with the concrete shall be uniform over the entire length tested. At the time of testing, the surface shall be free from soft mortar or excessive water.

G. As soon as all excessive moisture has disappeared, and while it is still possible to produce a uniform surface of gritty texture, the pavement shall be finished by dragging a seamless strip of damp burlap or cotton fabric, not less than five (5) feet, nor more than six (6) feet in width, over the full width of the pavement. The fabric shall be renewed as often as necessary, to obtain the required texture.

H. Transverse connection joints shall be raised one-eighth (1/8) inch above the slab and finished with a notched wood float, not less than five (5) feet long, to eliminate high or low spots following

burlap wrapping. The edge next to all expansion and construction joints shall be rounded with a finishing tool having a radius of one-quarter (1/4) inch.

I. The finishing of the surface and any joints shall be done from a bridge which does not touch the concrete at any point. The finished concrete shall be free from porous or open spots; no portion of the surface shall vary more than one-quarter (1/4) inch below a straightedge ten (10) feet in length laid on the pavement parallel to the centerline of the street.

J. Immediately following final finishing operations, the gutter line shall be water tested to assure uniform grade and complete drainage.

K. Should any unevenness appear in the surface of the pavement more than allowed by the Specifications, the Contractor shall at once take measures to eliminate such unevenness. After the concrete has obtained its initial set, no depressions shall be fixed by filling with concrete. In case the unevenness covers a large area of the slab, then the entire slab shall be removed and replaced with new concrete.

L. Any laitance deposited on pavement shall be immediately cleaned off.

M. The paving mixer will not be permitted on completed pavement and vehicles will be permitted only after the concrete has obtained a compressive strength of 3,500 psi. Any equipment wheels (including finishing machine) shall operate at least one (1) foot from the edge of the pavement.

3.13 JOINTS

A. Pre-molded bituminous expansion joints, construction joints, pre-molded bituminous contraction joints and sawed longitudinal contraction joints shall be placed in all pavements. All of the above mentioned joints shall be included in the price bid per square yard of pavement. Care must be exercised in joint construction, to insure vertical planes and complete separation at the joint.

B. Expansion Joints - Expansion joints shall be one (1) inch thick and of the pre-molded non-extruding bituminous fiber filler type. Joints shall be perpendicular to the subgrade and extend entirely through the concrete to between one-quarter (1/4) inch and one-half (1/2) inch below the top of the pavement. Expansion joint material shall bear uniformly on subgrade. After the concrete has set, and before the pavement has been opened to traffic, the joint shall be thoroughly cleaned and filled to the surface of the pavement with a hot poured rubber-asphalt type joint sealer.

C. Contraction Joints - Transverse contraction joints shall be made of pre-molded bituminous material one-quarter (1/4) inch thick. Contraction joints shall be edged at the curb. Contraction joints shall be properly aligned and shall butt against adjacent sections, with no space between ends.

D. All the longitudinal contraction joints shall be cut with a self-propelled concrete saw to a width and depth as shown on the plans, prior to any traffic being permitted on the new pavement. Sawed joints shall be cleaned by washing and blowing out with air immediately after sawing, and permitted to dry out at least twenty-four (24) hours prior to sealing. Joints shall be sealed with a hot poured rubber asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.

E. If the Contractor elects to construct a full width pavement with a center longitudinal contraction joint, said joint shall be cut in more than twelve (12) hours, and no more than thirty (30) hours after the pouring and finishing of that part of the pavement.

F. Construction Joints - Longitudinal construction joints shall be placed as shown on plans. Construction joints shall also be placed at the ends of all pours, and at places where paving operations are stopped for a period of more than one-half (1/2) hour, except where such pours end at expansion joints. The second pour of concrete shall be edged with a longer lipped edging tool

than the first concrete pour. Joints shall be sealed with a hot poured rubber-asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.

3.14 REMOVAL OF FORMS

A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed and in such a manner that no damage will be done to the edge of the pavement.

B. After the forms have been removed, the ends of all joints shall be cleaned and all honeycombed areas pointed.

C. The sides of the pavement shall be covered with curing material, or with at least twelve (12) inches of wetted earth, wetted straw or other suitable curing agent, except where honeycombed areas are to be pointed. Such areas shall be covered with wetted burlap until the pointing has been completed, at which time they shall be cured as specified above.

3.15 WHITE MEMBRANOUS CURING

A. After finishing operations have been complete, and immediately after the free water has left the surface, the surface of the pour shall be completely coated and sealed with a uniform layer of white membranous curing compound.

B. The compound shall be applied in continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than two (2) gallons per twenty-five (25) square yards of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.

C. If rain falls on the newly coated pavement before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

3.16 CLEAN-UP AND GRADING

A. The Contractor shall perform final grading the area between the edge of the new pavement and the sidewalk, or the property line if there is no sidewalk. This area shall be graded to drain to the curb.

B. Wherever lawn areas are unnecessarily damaged by the Contractor, he will be required to repair any such areas at his own expense.

3.17 GRADING AT INTERSECTIONS

A. The Contractor shall grade from the completed paving at a grade not exceeding one (1) inch in twenty (20) inches at all places where the paving adjoins the roadways. At existing roadways, the re-graded area shall be finished with the same type of material as removed. At places where paving adjoins gravel or gravel treated roadways, the regarded area shall be finished with a road gravel at a minimum thickness of six (6) inches compacted. However, the Contractor will not be required to replace any oil treatment or seal coat.

B. There will be no additional payment for this work, and the cost of such should be included in the price bid for the concrete pavement.

3.18 CURB, CURB AND GUTTER

A. Joints in integral curb shall line up with, and be the same type as, those in the concrete pavement.

B. Joints in separate straight curb and in curb and gutter shall line up with, and be the same type as, those in adjacent concrete pavement, but spacing shall in no case exceed ten (10) feet. The Contractor shall use face forms on all straight curbs.

C. The face and top of the curb shall be finished smooth and true to line, grade and cross section. No more troweling than necessary shall be done. Prior to the initial set of the concrete, the curb face shall be lightly brushed to give a slightly roughened surface. The curb shall be dropped to within (1) inch of the gutter at integral curb shall proceed simultaneously and follow immediately the placing of pavement concrete.

D. Form excavations on the street side of curb and gutter sections shall be backfilled with road gravel and thoroughly compacted.

3.19 DRIVES

A. The Contractor shall remove and replace, or construct gravel, asphalt, or concrete drives adjacent to new construction, where designated by the Engineer.

B. Drives shall be constructed on a uniform slope from the gutter to the sidewalk, property line or place designated by the Engineer.

C. Gravel Drives - The existing material shall be excavated and road gravel placed at a minimum thickness of six (6) inches compacted.

D. Asphalt Drives - The existing material shall be excavated, and a minimum thickness of one and one half (1 1/2) inches of hot mix asphalt pavement placed on a road gravel base, with a minimum compacted thickness of five (5) inches. A neat joint shall be cut when meeting existing asphaltic concrete.

E. Concrete Drives - Concrete drives shall be six (6) inches thick, unless otherwise designated. A portion of an existing concrete drive to be removed shall be removed to an existing joint, or to a joint made with a concrete saw. Concrete drives shall be constructed in accordance with the procedures and specifications for Cement Concrete Pavement.

F. Payment will be made at the contract unit price per square yard, and for the designated thickness, which will be payment-in-full for excavating material other than concrete, and for constructing the drive complete.

G. Payment for concrete removal will be made at the contract unit price per square yard. Payment for saw cutting will be made at the contract unit price per lineal foot.

3.20 CONCRETE HEADERS

A. Concrete end headers shall be placed at the end of all pavements, including street returns not connecting with concrete or asphaltic concrete pavements.

B. Payment will be made at the contract unit price per square yard for the adjoining concrete pavement.

3.21 SAW CUTTING

A. Payment for saw cutting will be made at the contract unit price per lineal foot for saw cutting designated on the plans, or designated by the Engineer.

B. No additional payment will be made for saw cutting pavement joints or for saw cutting done for the Contractor’s convenience.

3.22 DAMAGE BY CONSTRUCTION

A. Sidewalks, driveways, etc., unnecessarily damaged by construction operations shall be repaired or replaced as directed by the Engineer, at no additional cost to the City.

3.23 MEASUREMENT AND PAYMENT

A. Concrete pavement will be paid for at the contract unit price per square yard, which will be payment in full for furnishing all materials (not including pavement reinforcement), dowels, tie bars, joint dowel hook bolts, and all joint materials; laying, curing and protecting the concrete; constructing the pavement complete; grading at intersections; and maintaining traffic.

B. Payment for integral curb will be included in the contract unit price per square yard for concrete pavement with integral curb.

END OF SECTION

SECTION 711
PORTLAND CEMENT CONCRETE DURABILITY REQUIREMENTS

PART 1. GENERAL

1.03 SUMMARY

B. All Portland cement concrete mixtures supplied by the Contractor for this project shall have been tested under this specification and shown to be resistant to excessive expansion caused by alkali-silica reactivity (ASR) and provides adequate air entrainment for freeze thaw durability. The contractor shall construct the project with practices outlined in this specification.

C. All labor, materials, equipment, supervision and incidentals required for complying with the requirements of this section shall be incidental to the other work of this project.

1.04 REFERENCES

B. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.05 SUBMITTALS

B. Contractor shall submit proposed mix design for all Portland cement concrete mixtures to be supplied on this project.

C. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.03 PORTLAND CEMENT CONCRETE MIXTURE COMPONENTS

A.	Portland cement	ASTM C-150
B.	Fine Aggregate	ASTM C-33
C.	Coarse Aggregate	ASTM C-33
D.	Fly Ash, Class F	ASTM C-618
E.	Slag Cement, Grade 100, 120	ASTM C-689
F.	Silica Fume	ASTM C-1240
G.	Blended Cements	ASTMC-595
H.	Air Entraining Admixtures	ASTM C-260
I.	Chemical Admixtures	ASTM C-494
J.	White Membrane Cure	ASTM C-309 Type 2

PART 3. EXECUTION

3.03 ALKALI-SILICA REACTIVITY

A. Provide documentation to the Engineer that the concrete mixture does not present the potential for deleterious expansion caused by alkali-silica reactivity (ASR). Provide current ASR test results (valid for 2 years from completion of testing), for the fine aggregate that is proposed to be used in the concrete, from an independent testing laboratory proficient in ASR testing. The independent

testing laboratory must certify in writing, including a signed statement that all testing was conducted in accordance with the designated standard test procedures, described herein. Test results must conform to the specified criterion for one of the following standard test methods. ASR testing is not required for concrete pavement repairs and temporary concrete pavements. Use the Rounding Method described in ASTM E 29 when determining significant digits for reporting expansion test results.

1. Method 1. ASTM C 1293. Concrete Prism Test. If the expansion of concrete prisms is not greater than 0.040 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered non-deleterious to ASR and may be used in the JMF.

2. Method 2. ASTM C 1567. Mortar Bar Test. If no previous test data are available for the fine aggregate that shows it is resistant to ASR using Method 1, above, replace 25 to 40 percent of the Portland cement in the concrete mixture with a supplementary cementitious material. A blended cement meeting the requirements of ASTM C 595 containing the above Portland cement and supplementary cementitious material proportions may also be used.

   Demonstrate the ability of the supplementary cementitious material to control the deleterious expansion caused by ASR by molding and testing mortar bars according to the standard test method described in ASTM C 1567 using the mix proportions and constituent sources for both the aggregates and the cementitious materials that will be used for the project. Make at least three test specimens for each cementitious materials-aggregate combination. If the average of three mortar bars for a given cementitious materials-aggregate combination produces an expansion less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the JMF associated with that combination will be considered non-deleterious to ASR. If the average expansion is 0.10 percent (rounded to the nearest 0.01 percent) or greater, the JMF associated with that combination will be considered not sufficient to control the deleterious expansion caused by ASR and the JMF will be rejected.

3. Method 3. ASTM C 1260. Mortar Bar Test. If the expansion of the mortar bars is less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the fine aggregate is considered non-deleterious to ASR and may be used in the concrete without the need for ASR mitigation. The Engineer will not approve the use of the JMF if the expansion exceeds the respective threshold limits for the respective ASTM test method used.

3.04 QUALITY CONTROL

A. The Owner and Contractor shall monitor the concrete that is delivered to the project site so as to ensure that the approved mix design is being followed. The supplier shall include on the delivery ticket for each batch of concrete delivered to the job, the identification and proportions of each material batched. In lieu of individual batch tickets a detailed summary report showing the batch weights for each load may be submitted, at the end of each production shift, provided that individual ticket information is supplied upon request for inspection and testing personnel.

B. When concrete is placed during cold weather, below 40 degrees F, the use of accelerators, heated aggregates, silica fume and/or additional forms of cold weather protection will be required. Cold weather will not eliminate the requirement for furnishing and placing a concrete mix that is considered resistant to ASR attack.

C. Prior to cool weather placement, temperatures between 40- and 60-degrees F, the set time of the proposed mix shall be verified under anticipated field conditions. This information shall be used when scheduling pours and saw crews.

3.05 AIR ENTRAINMENT

A. Air entrainment shall be accomplished by addition of an approved air entraining agent. Air content as determined by ASTM C 231 or ASTM C 173, shall be determined on each day of production as early and as frequently as necessary until the air content is consistently acceptable. Acceptance testing for air content shall be on the grade ahead of the placement operation.

B. Paver placement:

1. The target air content of the in-place finished plastic concrete is 6.0%. During production acceptance will be at the point of acceptance sampled ahead of the paver, the target value referred to as the Acceptance Air Content (AAC). The AAC will be determined by the air loss experienced during transportation, consolidation and placement of the concrete. The difference between the as-produced concrete in front of the paver and the in-place air content will be considered the air loss. The AAC for the project will be 6.0% plus an amount equal to the air loss.

2. To establish the initial target AAC on the first day of paving, the first load shall be tested at the plant. For up to the first ten (10) loads, the AAC measured prior to placement shall be at least 8.0% and no more than 12.0%. After initial testing at the plant at least two sample sets shall be tested to determine the actual air loss during placement. A set shall consist of two (2) samples of concrete from the same batch, one taken at the point of discharge and the other from the in-place concrete behind the paver. The air loss from the two (2) sets shall be averaged and added to 6.0% to establish the AAC (rounded to the next higher 0.5%). The project acceptance air tests shall be taken prior to placement and shall be within the range of the AAC plus 2.0% or minus 1.0%.

3. After the AAC has been established it shall be verified and/or adjusted through daily checks of the air loss through the paver. The loss through the paver shall be checked twice daily. A Revised AAC shall be established if the average air loss from two (2) consecutive tests deviates by more than 0.5% from the current accepted air loss.

C. Hand placed concrete:

1. The air content for non-slip form paving shall be 7.0% plus 1.5% or minus 1.0% at point of placement.

3.06 CONSTRUCTION PROCESSES

A. Aggregate control

1. Gradation control – The Contractor shall provide a detailed stockpile management plan, describing their process control procedure for shipping, handling, and stockpiling of each aggregate including workforce training.

2. Moisture control – All aggregate materials must be conditioned to a moisture content of not less than saturated surface dry (SSD) prior to batching. A watering process using some type of sprinkler system is required on all coarse aggregate material stockpiles.

B. Mixing

1. Central mix plants

a. The total volume of the batch shall not exceed the designated size of the mixer or the rated capacity as shown on the manufacturer's rating plate.

b. Drum Mix Plants:

i. After all solid materials are assembled in the mixer drum; the mixing time shall be a minimum of sixty (60) seconds and a maximum of five (5) minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall start after the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. Any additional slump water required shall be added to the mixing chamber by the end of the first 25% of the specified mixing time. Mixers shall not be used if the drum is not clean or if the mixing blades are damaged or badly worn.

c. Ribbon mixers:

i. After all solid materials are assembled in the mixer; the mixing time shall be a minimum of thirty (30) seconds and a maximum of 2.5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall be indicated by an accurate timing device which is automatically started when the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of ten (10) seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.

2. Truck mixers

a. The capacities and mixing capabilities shall be as defined in ASTM C 94, and each unit shall have an attached plate containing the information described therein. The plate may be issued by the Truck Mixer Manufacturer. The mixer capacity shall not be exceeded, and the mixing speeds shall be within the designated limits. Truck mixers shall be equipped with a reliable reset revolution counter. If truck mixers are used for mixing while in transit, the revolution counter shall register the number of revolutions at mixing speed.

b. An authorized representative of the concrete producer shall certify that the interior of the mixer drum is clean and reasonably free of hardened concrete, that the fins or paddles are not broken or worn excessively, that the other parts are in proper working order, and that the unit has been checked by the representative within the previous thirty (30) calendar day period to substantiate this certification. The current, signed certification shall be always with the unit.

c. The required mixing shall be between seventy (70) and ninety (90) revolutions. The mixing shall be at the rate designated by the manufacturer and shall produce uniform, thoroughly mixed concrete.

d. The Engineer may inspect mixer units at any time to assure compliance with certification requirements, and removal of inspection ports may be required. Should the Engineer question the quality of mixing, the Engineer may check the slump

variation within the batch. Should the slump variation between two (2) samples taken, one (1) after approximately 20% discharge and one (1) after approximately 90% discharge of the batch, show a variation greater than 3/4 inch (20 mm) or 25% of the average of the two, whichever is greater, the Engineer may require the mixing to be increased, the batch size reduced, the charging procedure be modified or the unit removed from the work.

e. The practice of adding water on the site shall be discouraged. After the first round of trucks has been adjusted on the grade the amount of water added at the plant shall be adjusted and shall become the point of adjustment throughout the pour. All water additions on site shall be approved by the Engineer.

C. Curing

1. Apply liquid curing compound in a fine atomized spray to form a continuous, uniform film on the horizontal surface, vertical edges, curbs and back of curbs immediately after the surface moisture has disappeared, but no later than thirty (30) minutes after concrete placement. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties.
2. The cure system shall be on site and tested prior to concrete placement.
3. Apply a curing compound at a rate of application not less than two (2) gallons per twenty-five (25) square yard; keep the material thoroughly mixed per the manufactures recommendation and do not dilute the compound.
4. The finished product shall appear as a uniformly painted solid white surface. Areas exhibiting a blotchy or spotty appearance shall be recoated immediately.

END OF SECTION

SECTION 712
CONCRETE SIDEWALK CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the construction of concrete sidewalks and ramps, and associated work, including detectable warning plates for sidewalk ramps as required for compliance with the American with Disabilities Act.

B. Related Sections: The following sections contain requirements that relate to this Section:

1. Concrete Durability Requirements

1.02 REFERENCES

A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

B. All sidewalk and ramp shall meet ADA requirements for slope, surface finish, width, and all other requirements.

1.03 SUBMITTALS

A. Contractor shall submit proposed mix design for all concrete to be supplied for sidewalk construction.

B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 CONCRETE

A. The concrete mixture shall be meet the requirement of MDOT Mixture 3500, with 6AA coarse aggregate and Type 1A Portland Cement.

B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR).

C. Admixtures shall be used only when specified or authorized by the Engineer.

D. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed on the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.

E. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 TRUNCATED DOMES / DETECTABLE WARNING

A. Truncated Domes / Detectable Warning shall be manufactured of cast iron, and shall at a minimum have the following properties:

Slip Resistance (ASTM C-1028):	1.10 Dry / 1.06 Wet
Wear Resistance (ASTM C-501):	7333
Impact Resistance (ASTM D-1709)	>238 Newtons
Adhesion to Concrete (Bond Strength ASTM D-482)	>5000 lbs.
Tensile Strength (ASTM A-48)	35,000 PSI

B. Truncated Domes / Detectable Warning shall be supplied with a natural finish. Black asphalt dip finish is acceptable as well, if all of the detectable warning plates at each intersection (all corners) that are constructed as a part of the work have the same finish.

C. Truncated Domes / Detectable Warning shall be supplied at each sidewalk ramp in accordance with ADAAG and/or MDOT requirements, whichever is more stringent.

D. Truncated Domes / Detectable Warning shall be at least two (2) feet deep along the direction of travel. The detectable warning plate width shall generally be five (5) feet, unless otherwise specified on the drawings or in the field by the Engineer. Radial plates may be used where called for on the drawings, or in the field by the Engineer.

E. Truncated Domes / Detectable Warning shall be manufactured by East Jordan Iron Works or approved equal.

2.03 FORMS

A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.

B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

PART 3. CONSTRUCTION

3.01 EXAMINATION

A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 PREPARATION

A. If removal and replacement of the existing sidewalk is specified in the work item, the Contractor shall remove the existing sidewalk to the extent shown on the plans, or as directed by the Engineer in the field.

B. During removals and construction, Contractor shall protect all adjacent sidewalks, pavement, curb and gutter, and drive approaches from damage. Any adjacent infrastructure that is damaged by the Contractor during construction shall be replaced by the Contractor at no additional cost to the City.

C. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.

D. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.

E. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.

F. All fills shall be of granular material and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished using mechanical equipment or hand tamps with metal bases.

G. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

3.03 SIDEWALK THICKNESS

A. Unless otherwise noted on the drawings, sidewalks shall be at least four (4) inches thick, except at ramps and across driveways, where they shall be at least six (6) inches thick.

3.04 DISPOSAL OF WALK AND EXCAVATED MATERIALS

A. The old walk, after removal, and excavated materials shall be disposed of by the Contractor at his own expense. He shall provide his own dump. When directed by the Engineer, the Contractor shall leave removed sod in an area adjacent to the construction. The Contractor will not be held responsible for the sod after that time or responsible for the condition of the area under which the sod was placed.

3.05 PREPARATION OF SUBGRADE

A. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.

B. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.

C. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.

D. All fills shall be of granular material and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished using mechanical equipment or hand tamps with metal bases.

E. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

3.06 PROTECTION OF TREES

A. Where a tree is less than twenty-four (24) inches from the existing walk, or at the Engineer's discretion, the Contractor may be required to curve the walk around the tree, maintaining the full width of the walk through the curve. The Contractor shall cut and remove all tree roots that are in the sidewalk grade. Merely shaving the roots in order to place the sidewalk at proper grade and thickness will not be acceptable. The cost of the work of cutting and removing the roots and curving the walk around the trees shall be included in the unit price bid. The City may elect to cut and remove certain tree roots with their own forces, but the Contractor shall submit his bid based on performing all of the necessary root cutting and removal.

3.07 BARRICADES AND LIGHTS

A. Barricades and lights shall be placed in accordance with the "Public Safety" section of the "General Requirements" section of these specifications. In addition, the following requirements shall be met.

B. Barricades used under this contract shall be "horses" or other barricades approved by the Engineer. Barricades made of rope, wood siding and other similar types will not normally be approved by the Engineer.

C. Barricades shall be placed where sidewalks under construction join sidewalks or driveways which are open for use.

D. Lights shall be placed at the beginning and end of construction in each block. Where such lights are more than five hundred (500) feet apart, intermediate lights shall be placed so that the distance between any light does not exceed five hundred (500) feet.

3.08 FORMS

A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.

B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

3.09 FORMING

A. Forms must be used for all edges of all sidewalk construction. Where proposed walk abuts existing concrete, and the edge of the existing concrete is true to line and grade, the existing concrete, with or without expansion paper, will be considered a form for the new sidewalk.

B. Forms shall be installed true to line and grade established by the Engineer. They shall be adequately staked and braced to remain online and grade during the placement of concrete.

C. Walk shall pitch to the center of the street at the rate of one-quarter (1/4) inch per foot of width, unless otherwise provided. Forms shall be of the full depth specified for the walk.

D. Before placing concrete, forms shall be thoroughly cleaned and oiled.

3.10 PLACING AND FINISHING CONCRETE

A. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete.

B. The subgrade shall be thoroughly wetted, and the concrete shall be deposited thereon to the proper depth. So called "two course" pouring will not be permitted. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.

C. Concrete shall be worked into all the recesses and corners of the forms by means of thorough spading of an approved method or mechanical vibration.

D. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected from freezing by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.

E. No concrete shall be poured on a frozen, dry or uncompacted subgrade.

F. The concrete shall be alternately tamped and struck off with a strike board until all voids are removed and the surface has the required grade and cross section. The strike board shall be long enough so it can always be in contact with both forms. The surface shall be floated with a wood or aluminum float, followed by a steel float, just enough to produce a smooth surface free from irregularities. All edges and joints shall be rounded to a radius of one-quarter (1/4) inch with an approved finishing tool. The surface shall then be brushed to slightly roughen the surface and remove the finishing tool marks.

G. The end of a run of concrete shall not remain unformed for more than one-half (1/2) hour, by which time a header form shall be placed. If a header is not placed, the concrete shall be removed back to the last transverse joint prior to continuing the pour. Headers, when used, shall not vary more than six (6) inches in location from the normal transverse joint location.

3.11 JOINTS

A. Joints shall be constructed true to line, with their face's perpendicular to the surface of the sidewalk and shall not vary more than one-quarter (1/4) inch from their designated position. Transverse joints shall be constructed at right angles to the centerline of the sidewalk, and longitudinal joints shall be constructed parallel to the centerline, unless otherwise required.

B. When the sidewalk is constructed in partial width slabs, transverse joints in the succeeding slab shall be placed in line with like joints in the adjacent slab. In the case of widening existing sidewalks, transverse joints shall be placed in line with like joints in the existing sidewalk.

C. The concrete at the faces of all joints shall be thoroughly spaded and compacted to fill all voids, and the surface shall be finished smooth and true to grade.

D. Expansion Joints - Expansion joints shall be of the pre-molded non-extruding bituminous fiber filler type.

E. In new sidewalk, one-half (1/2) inch thick expansion joints shall be placed at intervals of not more than fifty (50) feet. In repairing existing sidewalk, at least one and one-half (1 1/2) inch expansion joints shall be used in the repair, unless existing expansion joints are less than thirty (30) feet on either side of the repair.

F. One-half (1/2) inch thick expansion joints shall also be placed at junctions with sidewalks, drives, buildings and other rigid structures. Three-quarter (3/4) inch thick by five (5) inch expansion joints shall be placed at all curb junctions and between sidewalk and abutting parallel curb or gutter.

G. Contraction Joints - Insofar as feasible, joints shall be spaced at intervals equal to the width of the walk and with maximum transverse and longitudinal intervals of ten (10) feet. Joints shall be produced by use of slab division forms extending the full width and one-half (1/2) the depth of the walk. The joints shall be of not less than one-eighth (1/8) inch, nor more than one-quarter (1/4) inch in width and shall be finished smooth and true to line.

H. Slab division forms shall remain in the concrete a sufficient length of time to insure permanent separation of the concrete.

3.12 WHITE MEMBRANOUS CURING

A. After finishing operations have been completed, and immediately after the free water has left the surface, the surface of the sidewalk shall be completely coated and sealed with a uniform layer of white membranous curing compound.

B. The compound shall be applied in a continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than one (1) gallon per two hundred (200) square feet of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.

C. If the compound is too thick for satisfactory application during cold weather, the material may be warmed in a water bath at temperatures not over 100°F. Thinning with solvents will not be permitted.

D. If rain falls on the newly coated sidewalk before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

3.13 SIDEWALK RAMPS

A. Sidewalk ramps shall be constructed in accordance with these Concrete Sidewalk Construction Specifications, and in accordance with MDOT Standard Detail R-28, latest edition.

B. Surface texture of ramps shall be that obtained by a coarse brooming, transverse to the slope of the ramps. The normal gutter line profile shall be maintained through the area of ramps.

C. There is no separate pay item for sidewalk ramps. The sidewalk portion of ramps will be paid for as concrete sidewalk construction. Work required at the curb for ramps will be paid for under a curb pay item, depending on the type of curb work performed.

D. Each ramp shall include a Truncated Domes / Detectable Warning installed at the back of the curb. The Truncated Domes / Detectable Warning shall generally be five (5) feet wide by two (2) feet deep. If that is not possible given the site constraints, then they shall be at least as wide as the existing adjacent sidewalk. Radial Truncated Domes / Detectable Warning plates may be required in some locations.

3.14 REMOVAL OF FORMS

A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed, and in such a manner that no damage will be done to the edge of the sidewalk.

3.15 PROTECTION OF EXISTING LAWNS

A. The Contractor shall use extreme care while replacing existing sidewalks or constructing new sidewalks in existing lawns not to damage the lawns. The Contractor shall remove a maximum of six (6) inches of sod beyond the edges of the sidewalk. He shall remove the sod after cutting it with a square nosed shovel on a parallel line to the sidewalk.

B. The Contractor shall always protect existing lawns during his work. Equipment or vehicles will not be permitted on established lawns. The Contractor will be held responsible for all damage to lawns more than six (6) inches away from sidewalk construction. Sod and other excavated materials shall not be placed on existing lawns. Any lawn area damaged as a result of the Contractor's operations may be repaired by the City at the Contractor's expense.

3.16 UNDERGROUND SPRINKLER SYSTEMS

A. Some of the houses in the sidewalk replacement area may have underground sprinkler systems for their lawns. The owners of these sprinkler systems have been notified that they are responsible for locating for the Contractor, all underground sprinkler equipment adjacent to any sidewalk that is to be replaced. The Contractor will be required to use caution when working around these known underground sprinkler systems, and shall repair any damage to sprinklers if, in the opinion of the Engineer, insufficient care was taken to prevent damage to the sprinkler system.

3.17 SERVICE WALKS

A. Where the grade of a new or replaced sidewalk does not meet the grade of a private service walk, the Contractor may be required to replace a portion of the service walk. The Contractor will be required to replace only that portion of the service walk that the Engineer determines is necessary to eliminate a hazard or drainage problem.

B. Payment for replacement of service walks will be made at the contract unit price for four (4) inch concrete sidewalk replacement.

3.18 CONSTRUCTION AT PAVED DRIVEWAYS

A. Sidewalk Replacement at Concrete Driveways

1. The existing sidewalk shall be removed without damaging the driveway. Expansion joints shall be replaced along each edge of the sidewalk, and the sidewalk shall be replaced using the expansion paper at the drive as forms.

B. Sidewalk Replacement at Asphalt Driveways

1. The existing sidewalk, and a maximum of four (4) inches of asphalt on each side of the sidewalk, shall be removed without damaging the rest of the drive. A neat joint shall be cut in the asphalt prior to removing the sidewalk. The sidewalk shall be formed across the driveway. Wood forms may be used in such locations. Upon completion of the sidewalk construction, the Contractor shall place road gravel in the form excavations. There will be no additional payment made for cutting the neat joints, removing asphalt and placing road gravel in the form excavations. The City shall then be responsible to have the remaining asphalt replaced by others.

2. Where an asphalt driveway is in good condition and at a suitable grade, the Engineer may direct that the sidewalk be removed and replaced without removing a portion of the driveway. In such case, the Contractor shall use caution to avoid damage to the asphalt. Also, the Contractor will not be required to set forms. The Contractor should avoid getting cement on the surface of any asphalt drive.

C. New Sidewalk at Concrete Driveways

1. The Contractor shall saw cut and remove that portion of the driveway necessary to be removed to construct the sidewalk, and necessary to be removed because of grade. The sidewalk shall be formed across the driveway, and following the removal of the forms, the remaining portion of the driveway removed shall be replaced.

D. New Sidewalk (asphalt drives)

1. The Contractor shall cut neat joints in the asphalt at locations determined by the Engineer. The Contractor shall remove the asphalt between the neat joints, shall form the sidewalk across the drive, and following the removal of the forms, shall fill the form excavations with road gravel. There will be no additional payment made for cutting the neat joints, removing the asphalt and placing road gravel in the form excavations.

3.19 CONSTRUCTION AT UNPAVED DRIVEWAYS

A. The Contractor shall backfill the form excavation across unpaved drives with the same type material as exists in the adjacent driveway.

3.20 FINAL GRADING

A. For new sidewalk construction, the Contractor shall grade to a uniform slope from the top of the walk to top of the curb, and from the walk to the property line. In the event there is no curb, grading shall be done for 10 (ten) feet towards the centerline of the street to the existing grade. If this provision should involve destroying or re-grading established lawns and parkways, the Contractor shall confer with the Engineer before starting such grading.

B. Grading and clean-up work shall be done as soon as possible following the completion of any section of sidewalk, and in no case shall more than two (2) consecutive days (excluding Sundays and holidays) elapse from the time any section of sidewalk is placed until the adjacent grading and clean-up is completed.

C. In establishing lawns, the Contractor shall place a minimum of two (2) inches of topsoil in all form excavations and on all re-graded areas. The topsoil shall be tamped and graded, and then seeded with grass seed. Clean excavated material may be used to fill under the required topsoil. Topsoil and seed used shall be of a high quality and approved by the Engineer. Topsoil shall be free of sticks, stones, clumps of clay, debris and similar materials.

D. In unimproved areas, clean excavated material may be used for grading.

3.21 PAYMENT

A. Payment will be made by unit price per square foot of walk constructed, and price bid shall include excavating; removal of existing sidewalk; granular fill (not more than four (4) inches thick); preparation of the base; forming, furnishing, placing and finishing of concrete; placing of jointing material; curing; removal of forms; and grading as specified.

B. There will be no additional payment for removing and replacing unstable subgrade.

C. No deductions in payment will be made for areas of sidewalk construction occupied by manhole castings, utility boxes, pole bases and similar objects, provided no one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk. Where any one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk, no payment will be made for sidewalk within that area.

END OF SECTION

SECTION 715
EXPOSED AGGREGATE CONCRETE CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

A. The work of this section shall consist of the construction of exposed aggregate sidewalks, planter curbs, and weirs. This work shall include the provision of all labor, materials, equipment, and supervision required, including excavation, bedding, forming, pouring and finishing, plus other incidental work necessary for a complete system.

1.02 REFERENCES

A. All work performed under this section shall meet the requirements of Section 712 Sidewalk Construction, unless specifically modified by this section.

B. Performance and material requirements shall meet specific Reference Standards as referred to hereinafter under individual items.

C. Unless otherwise specified, all materials shall also conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

A. Contractor shall furnish a mix design for the exposed aggregate concrete mixture to be supplied on this project.

B. Contractor shall furnish product data sheets and MSDS information for all admixtures, curing compounds and sealants.

1.04 SAMPLES

A. Samples for Verification: Prepare (3) 2” x 12” x 12” Mockup Samples with 3 varying retardant levels. Samples to be reviewed and selected prior to installation of full-scale mock-up.

1. Label each sample on backside with permanent marker with the following: Retardant Level / Exposure Time
2. Design intent is to match the smoother finish from Phase 1 rather than the coarse look of Phase 2.

1.05 QUALITY ASSURANCE

A. The Contractor shall submit Mockups: Build full scale mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship and as indicated in the pre-construction meeting.
2. Shadow-reveal will be reviewed in field for best construction purposes.
3. Obtain the City’s and Landscape Architect's approval of mockups before starting construction.
4. All finished product work shall match the approved mockup

PART 2. MATERIALS

2.01 EXPOSED AGGREGATE CONCRETE MIX:

A.	Sand:	2NS	ASTM C-33	1,080 pounds
B.	Course Aggregate:	17A	ASTM C-33	1,980 pounds
C.	Cement:	Type 1	ASTM C150	588 pounds
D.	Water:	City Tap Water		31.5 gallons
E.	Admixture:	Darex A.E.A. (W.R. Grace)	ASTM C260*	11.3 oz./cu.yd.

F. Concrete strength shall be 4,000 psi at twenty-eight (28) days, with 6% + or – entrained air. Mix design shall not have less than 6.25 sacks of cement per cubic yard and shall be approved by the City of Birmingham Engineering.

2.02 EXPANSION JOINTS:

A. Material for the joint shall be resilient, non-extruding type pre-molded bituminous impregnated fiberboard. All expansion joints shall be filled with sealant, using a two part polysulfide sealant, self leveling, light gray color. Submit color sample for approval. Federal Specifications TT-S-0027e, Type 1, Dow Corning #780 or equal.

B. A sealant backer rod shall be used of compressible rod stock of polyethylene foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility by sealant manufacture.

2.03 SURFACE RETARDANT:

A. The exposed aggregate finish surface shall be exposed by use of surface retardant “Preco EAC-S” or approved equal.

B. Retarders and sealers shall be clear; white or colored retarders and sealers will not be permitted.

PART 3. CONSTRUCTION

3.01 INSTALLATION:

A. The installation method referred to as “seeding” will not be permitted.

B. Concrete shall be placed, leveled and floated in normal fashion. Shortly following floating, retardant may be sprayed or brushed over the surface following manufacturer’s specifications.

C. Immediately after the slab has been screened and darbied, the aggregate shall be “washed” in a uniform manner until entire surface is exposed. A thorough ‘exposing’ of the embedded aggregate shall be performed until all aggregate is left just above the surface, leaving no holes or openings in the surfaces.

D. The surface shall then be brushed and washed until all the aggregate is exposed and free of cement film.

A 1” expansion joint shall be placed between the existing buildings and new pavement (sidewalk). All other expansion joints shall be ½” unless otherwise noted. Provide expansion joints as shown in the plans unless otherwise determined by the City, and between plain and exposed aggregate sidewalk.

END OF SECTION

SECTION 716
PARKING METER POSTS

PART 1. GENERAL

1.01 SUMMARY

A. This work shall be as specified in Section 810 and other appropriate sections of the Michigan Department of Transportation 2012 Standard Specifications for Construction, in accordance with the 2005 edition of the Michigan Manual of Uniform Traffic Control Devices, as amended, and as specified herein:

1.02 REFERENCES

A. Performance and material requirements shall meet specific Reference Standards as referred to hereinafter under individual items.

B. Unless otherwise specified, all materials shall also conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

A. Contractor shall provide submittals for the steel posts to be used as parking meter posts.

B. Contractor shall furnish product data sheets and MSDS information for all paint products to be used under this section.

PART 2. MATERIALS

2.01 PARKING METER POSTS

A. The Contractor shall supply a 3 lb. steel post 72 inches long for each parking meter location, with the intent that 42 in. (max height) to any workable part on the meter will be exposed above the proposed pavement surface. The outer diameter of the 2 and 3/8th inches in diameter. The steel post, sign hardware and strapping shall be painted.

B. Whenever a post will house either a single- or double-parking meter head wherein one of the meters is designated as for use at a handicap reserved parking space, the post shall be lowered as per the detail sheet on the plans to ensure that all operating parts of the meter are no more than 42” high from the proposed sidewalk grade.

2.02 PAINT

A. All items to be painted shall be primed first. Primer shall consist of (2) parts DuPont 2540 S primer and one (1) part DuPont 2505 S primer sealer or approved equal. The primer shall be mixed and applied using airless spray per the manufacturer’s recommendations.

B. The paint shall consist of three (3) parts DuPont Chroma-One B1800G, one (1) part DuPont Chroma-One Activator 7005, and one (1) part DuPont Chroma One Spot Reducer 7075 or approved equal. The color of the paint shall conform to the City’s “Birmingham Green” for all standard meters and “Standard Handicap Blue” for all handicap meters. The paint shall be mixed and applied using airless spray per the manufacturer’s recommendations.

PART 3. CONSTRUCTION

3.01 REMOVALS

A. Wherever road reconstruction work will conflict with existing parking meter posts, the Contractor shall notify the Engineer with seventy-two (72) hour notice minimum when demolition of existing street areas shall commence. The City will be responsible to remove all existing parking meters prior to demolition, and store said meters in a safe location off site.

B. The Contractor shall remove all parking meter posts as a part of the demolition process. Parking meter posts shall vary with respect to their footing; some will have virtually no footing, while others may have substantial concrete anchoring the post underground. No matter what condition the parking meters posts are in, removal of the posts shall be incidental to the cost of the removal of the post.

C. The parking meter posts shall become the property of the Contractor.

3.02 FURNISHING AND INSTALLING NEW PARKING METER POSTS

A. In selected areas of downtown street construction, the Contractor will be asked to install new parking meter posts in designated locations, as part of a street or sidewalk reconstruction project.

B. The Contractor shall be responsible to keep damage to the paint surface in transit to the job site to a minimum, and to touch up any minor damage that is incurred during transit or installation.

3.03 INSTALLATION

A. Two methods of installation shall be allowed, depending upon the nature of the project. The first option is the preferred method.

1. If the posts are available prior to the installation of concrete sidewalk, the contractor shall install the parking meter posts like a standard sign installation. Concrete shall be installed around the post as needed to provide a footing, if the existing ground is not virgin or stiff enough to ensure that the post is secure. The new sidewalk shall be poured around the parking meter post after it has already been set.
2. If the posts are not available at the time of concrete sidewalk installation, the Contractor shall install a 4 in. PVC sleeve perpendicular to the concrete surface, with the upper end flush with the concrete surface. The sleeve shall be barricaded off if the sidewalk is opened to the public prior to pole installation. Once the poles are available, the Contactor shall core a hole through the sleeve, and grout the post to seal off the remaining open space through the depth of the sidewalk.

B. Option 1 shall be used exclusively in those areas where a parking meter post is not being set in new concrete.

C. The Contractor is encouraged to review the Parking Meter Post Detail provided on the accompanying plans that further information relative to the parking meter posts, including the installation of a weep hole as required for each post.

D. The City shall be responsible to install the parking meters on the new posts after the posts have been installed.

END OF SECTION

SECTION 721
CONCRETE CURING AND SEALING COMPOUNDS

PART 1. GENERAL

1.01 SUMMARY

A. This section covers curing and sealing compounds for both new and existing exterior exposed aggregate concrete surfaces. This work is related to the installation of exposed aggregate concrete sidewalks. Refer to Section 712 and Section 715 for concrete installation information.

1.02 REFERENCES

A. AASHTO M 148 – Liquid Membrane-Forming Compounds for Curing Concrete.

B. ASTM C 309 – Liquid Membrane-Forming Compounds for Curing Concrete.

C. ASTM C 1315 – Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.

D. Federal Specification TTC 800A.

1.03 SUBMITTALS

A. The Contractor shall submit all manufacturers' product data to the City for approval prior to installation, including surface preparation and application instructions.

PART 2. MATERIALS

2.01 ACCEPTABLE MANUFACTURERS

A. The Euclid Chemical Company, or W.R. Meadows, or Equal.

2.02 CURING AND SEALING COMPOUND

A. Concrete curing and Sealing Compound shall be an acrylic copolymer-based curing, sealing, hardening, and dust proofing membrane – Euclid Super Rez-Seal, W.R. Meadows Expo-Gloss or approved equal.

B. Concrete Curing and Sealing Compound shall meet or exceed the following standards:

1. AASHTO M 148, Type 1 and 1D.
2. ASTM C 309, Type 1 and 1D, Class B.
3. ASTM C 1315, Type 1, Class C.
4. Federal Specification TTC 800A, Type 1.
5. Maximum VOC content of 700 g/L in accordance with EPA 40 CFR Part 59, Table 1, Subpart D for concrete curing and sealing compounds.

C. Concrete Curing and Sealing Compound shall be USDA approved, UV Resistant and Non-yellowing.

PART 3. EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. Contractor shall store materials in clean, dry area in accordance with manufacturer's instructions. Care should be taken to store the materials in such a manner that they are secure from access to the public. The Contractor shall not use the road right of way for overnight storage of sealing and curing compounds. Keep containers sealed until ready for use. Contractor shall protect materials during handling and application to prevent damage or contamination.

3.02 ENVIRONMENTAL REQUIREMENTS

A. The Contractor shall not apply curing and sealing compound when the concrete surface or air temperatures are below 40 degrees F (4 degrees C).

B. The Contractor shall not apply curing and sealing compound when material temperature is below 50 degrees F (10 degrees C).

3.03 INSTALLATION

A. Contractor shall examine concrete surfaces to receive curing and sealing compound and notify the Engineer if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions are corrected.

B. Contractor shall prepare concrete surfaces in accordance with manufacturer's instructions. Ensure surfaces are clean and free of standing water. Remove dirt, dust, oil, grease, sealers, and other materials that may prevent adhesion of curing and sealing compound.

C. Contractor shall apply curing and sealing compound to concrete surfaces in accordance with manufacturer's instructions. Curing and sealing compounds shall be installed at a uniform coverage rate in accordance with manufacturer's instructions. Apply as soon as possible after finishing and immediately after disappearance of surface moisture sheen, when used to cure freshly placed concrete.

D. Protect horizontal surfaces from traffic until curing and sealing compound has cured.

END OF SECTION

SECTION 750
HOT MIX ASPHALT PAVEMENT CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

A. This section includes the provision of all labor, materials, equipment, supervision, and incidentals required for the furnishing and placement of plant mixed Hot Mix Asphalt (HMA) pavements.

1.02 REFERENCES

A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

A. Contractor shall submit proposed mix design for all hot mix asphalt to be supplied on this project.

B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 HOT MIX ASPHALT PAVEMENTS

A. The hot mix asphalt pavements shall meet the requirements of the MDOT Special Provision for Marshall Hot Mix Asphalt Mixtures (12SP501(F)) for the mixes designated on the plans or elsewhere in the specifications, except as modified on the plans or in these specifications.

B. No Recycled Asphalt Pavement (RAP) materials shall be allowed in any of the HMA Mixtures to be used for the top courses of any pavement installed on this project.

C. Bond coat shall be SS-1h.

PART 3. CONSTRUCTION

3.01 EXAMINATION

A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 ASPHALTIC - BITUMINOUS

A. For purposes of these specifications, the words, “asphaltic” and “bituminous”, and comparable variations of such words, will be interchangeable.

3.03 MAINTAINING TRAFFIC

A. The Contractor shall furnish, erect, and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices.

B. The Contractor shall always allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction, however, the Contractor shall provide for temporary crossings and crossovers over the work partially completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

3.04 ADJUSTING CASTINGS

A. This work will consist of adjusting manhole, gate well and drainage structure castings to the elevation of the finished surface in accordance with the "Adjusting Drainage Structure Covers" section of the MDOT specifications.

B. In concrete pavements, the top of the concrete replaced around castings shall be held down two (2) inches below the elevation of the finished surface.

C. Prior to placing the top course of asphaltic concrete, the area around castings shall be filled with asphaltic concrete to the elevation of the leveling course.

D. Variable adjusting castings shall not be used unless specifically authorized by the Engineer.

E. The City may elect to replace some castings. In such cases, the Contractor shall deliver the old castings and pick up new castings at the City Department of Public Services (DPS) yard on Eton Road. That work will be incidental to Adjusting Castings.

3.05 PREPARATION OF EXISTING PAVEMENT FOR ASPHALT OVERLAY

A. Repairing Concrete Curb & Slab Replacement

1. Concrete for concrete curb and slab repairs shall meet the requirements for concrete for Portland Cement Concrete Pavement Construction.

2. Repairs to existing concrete pavements shall be made in accordance with MDOT Standard Drawing R-44-F.

3. Curb repairs shall join existing curbs at existing joints, cracks (where authorized by the Engineer), or at saw cut joints where saw cutting is necessary. Unless otherwise provided for in the specifications, saw cutting shall be incidental to the other work on this project.

B. Removing Bituminous Surface for Joints

1. This work will consist of stripping joints in existing bituminous surfaces in accordance with the "Removing Bituminous Surface" section of the MDOT specifications.

C. Chipping Pavement Around Structures

1. At drainage structures not to be adjusted, the existing concrete or asphaltic pavement surface shall be cut back up to one and one-half (1 1/2) feet, as designated by the Engineer, around the casting to a depth of at least one (1) inch, completely around the structure.

D. Hand Patching

1. Hand patching shall be performed where called for in the plans and specifications, or where directed by the Engineer.

2. Areas where pavement surfaces are badly deteriorated or cracked into small sections will be repaired using this method.

3. Hand patching will include stripping, chipping or otherwise removing existing surface materials from deteriorated areas in bituminous or Portland cement concrete pavements and replacing by hand or machine methods with bituminous material approved by the Engineer.

4. Joint repairs shall be done in conformance with Detail 7 and 8 on MDOT Standard Plan R-44, latest edition, except as modified by the project plans and specifications. This work will consist of chipping joints in the existing concrete pavement surfaces in accordance with the "Chipping Concrete Pavement for Joints" section of the MDOT specifications.

5. Following the removal of the existing material, holes to be hand patched shall be thoroughly cleaned by blowing out all loose material with an air compressor or with a power blower.
6. Hand patching will not include wedging of low areas.
7. Except as provided herein, this work shall conform to the requirements of the "Hand Patching" section of the MDOT specifications.

E. Joint Clean Out

1. Excess filler in cracks or joints, which may cause bleeding or instability in the opinion of the Engineer, shall be removed to the elevation of the pavement surface. This work is incidental to the asphalt pavement installation on the project.

3.06 BOND COAT

A. The amount of bond coat applied to existing pavement surfaces shall be 0.15 gallon per square yard, or less if directed by the Engineer.

B. The amount of bond coat applied to new HMA surfaces shall be 0.10 gallon per square yard, or less if directed by the Engineer.

C. Bond coats shall not be diluted, unless authorized by the Engineer.

D. Proper precautions shall be taken to prevent smearing bond coat on adjacent pavement surfaces, curbs, walks, castings, lawns, or shrubbery. The Contractor shall remove all such bond coat smeared on the above-mentioned items.

E. There is no separate pay item for bond coat, as such work is incidental to asphaltic surfacing.

F. The Contractor shall furnish tickets or other satisfactory evidence showing the quantity of bond coat used to verify the application rate.

3.07 PLACING BITUMINOUS MIXTURE

A. At the end of each period of work on the wearing surface, joints shall be formed by laying and rolling against boards of the thickness of the wearing surface placed at right angles to the centerline across full width of pavement, or by such means as approved by the Engineer.

3.08 MEETING DRIVEWAYS OR OTHER SURFACES

A. Where new asphaltic concrete surfacing is higher than abutting paved driveways or other paved surfaces, the Contractor shall place asphaltic wearing course mixture over such driveways or other paved surfaces to provide a transition to meet the new surface elevation. Where the abutting paved surface drains towards the new surfacing, the surfacing mixture shall be extended for a distance sufficient to provide for drainage onto the new surface, as directed by the Engineer. The surfacing mixture may be feathered to zero thickness at the end of the surfacing.

B. The Contractor shall place bond coat over abutting areas to be surfaced.

C. There is no separate pay item for this work, and payment will be included under the pay item for the asphaltic mixtures used.

3.09 BASIS OF PAYMENT

A. Payment for the types of asphalt pavement and pavement repairs shall be as listed in the Proposal. Bid prices for work items listed in the Proposal shall include all other work necessary for a complete job.

END OF SECTION

SECTION 820
FIBER COMMUNICATIONS CONDUIT

1. GENERAL

In order to reduce the need for excavations in the future by various fiber optic communication providers, the City is installing an empty fiber optic conduit system as displayed on the plans. The Contractor shall install the empty system for future use by one or more private communications companies.

The City is currently notifying property owners along the route that they can purchase the opportunity to have a sweep built toward their basement wall for future use. Upon request by the City, the Contractor shall construct a sweep with a 90 degree bend to just outside the basement wall of any particular building. Addresses that have requested sweeps will be provided to the Contractor prior to construction.

The City has hired a communications-system-designer to assist with the preparation of these plans. This same designer will be on site as needed to help work with property owners to verify the final location of the sweep, before the conduit is installed. All costs incurred by the designer will be paid for separately by the City.

2. SPECIFICATIONS

The Contractor is directed to the detail sheets in the plans for details about the construction of the various components of the system. The majority of the fiber conduit can be installed open cut at the depth shown on the manhole detail sheet. No special bedding is required, but the Contractor shall backfill all trenches with compacted Class II sand meeting 95% density requirements, similar to other trenches being dug within the job site. The Contractor can bore or open cut the conduit crossings as they so choose, depending on equipment availability, and how it will impact the overall schedule and maintenance of traffic. No extra compensation shall be provided if the Contractor elects to install the conduit using the boring method.

END OF SECTION

SECTION 840
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Conditions of contract for construction and general requirements of Division 1 of these specifications apply to work of this section as well as this section apply to all sections of the electrical specifications.

1.02 INTENT

A. The electrical specifications are, for convenience, divided into the following sections which contain the requirements applicable to the systems named:

1. 840 - Basic Electrical Materials and Methods
2. 841 - Conductors and Cables
3. 842 - Grounding and Bonding
4. 843 - Raceway and Boxes
5. 844 - Electrical Identification
6. 845 - Receptacle Control Devices
7. 846 - Electrical Testing
8. 847 - Panelboards
9. 848 - Wiring Devices

1.03 SCOPE OF WORK

A. Provide all items, articles, materials, operations, labor, equipment and services required for the installation of electrical systems. Refer to electrical drawings, specifications and the drawings and specifications of other trades for the scope of electrical work. Include all electrical work called for or required to facilitate the work and systems indicated on drawings or specified of other trades. Electrical work and details indicated on plan may not be complete in all details but is intended to convey the systems and major scope items required. Electrical contractor shall include all work and incidentals required for complete and operating systems.

B. The work shall be done in accordance with best practice so as to contribute to efficiency of operation and minimum maintenance and shall be installed with proper accessibility. The materials and equipments, including all necessary accessories, shall be put into proper adjustment so that the component parts function together as a workable system. The electrical contractor shall provide all equipment, materials and operations as indicated either on the drawings or contained herein or as may be reasonably implied by either to accomplish a complete electrical system.

C. Electrical work shall be arranged for the future installation of electric vehicle charging stations. Refer to plans.

D. Electrical work shall include but shall not be limited to the following:

1. Underground ducts, conduits, grade boxes, etc. as required for new below grade wiring to serve electric service, controls, receptacles, etc.
2. All trenching, excavating, de-watering, backfilling, surface cover repair, directional bore, etc. as required for the installation of electrical conduit.
3. Installation of a warning tape above all conduits installed in a trench.
4. Directional boring for conduit installation where trenching, excavating and backfilling is not appropriate.
5. Surface ground cover repair where impacted by an excavation.
6. Secondary electric service as coordinated with the Detroit Edison company including grounding, metering, etc. including all provisions except as otherwise provided by the Detroit Edison company, a division of DTE Energy.
7. Power distribution equipment including a service panelboards as required for service entrance and branch circuit wiring protection to serve receptacles and controls.
8. Grounding.
9. Branch circuits including all wiring.
10. Receptacle control devices.
11. Receptacles and plates.
12. Complete testing of all equipment installed.
13. Work, equipment and materials as shown on the drawings, mentioned in the specifications, and as required to make a complete satisfactory job, complete with all code requirements.

1.04 DEFINITIONS

A. The terms "electrical trades", "the contractor", or "this contractor" shall mean the electrical contractor responsible for the electrical systems.

B. “Provide" shall mean "furnish and install" or "furnish all labor and materials required for the installation of."

1.05 REFERENCES

A. Provide equipment and materials that conform to the applicable standards of the:

1. American National Standards Institute (ANSI),
2. Institute of Electrical and Electronic Engineers (IEEE),
3. National Electrical Manufacturers Association (NEMA),
4. National Fire Protection Association (NFPA)
5. All Materials and equipment shall be listed and labeled by Underwriters Laboratories (UL), Electrical Testing Laboratories (ETL), Met Laboratories (MET) or Canadian Standards Association (CSA).
6. Install equipment and materials in compliance with the:
7. National Electrical Code (NEC)

8. NFPA 70E
9. Michigan Building code
10. State of Michigan department of consumer & industry services, bureau of construction codes and fire safety.
11. Owner's inspection authorities.
12. Manufacturers' instructions.

1.06 DOCUMENT REVIEW

A. Before submitting a proposal, this contractor shall review the documents (plans, and specifications) of all trades in order to arrive at a clear understanding of the project requirements and the work required. The bidder shall have reviewed the documents to arrive at a clear understanding of the work required and the conditions under which work is to be performed. He/she shall be held to have compared the electrical documents and the documents of other trades to have satisfied him/her self as to the interfaces and electrical work and materials required to accommodate systems, equipment, devices, etc. Furnished or furnished and installed by other trades.

B. Prior to submitting the bid, request clarification, in writing, of any ambiguities, questions, uncertainties, etc. Requests shall be made in writing to the construction manager a minimum of ten (10) days before the bid due date.

C. Requests for material substitutions or for material consideration as an equal shall be made in writing to the construction manager a minimum of ten (10) days before the bid due date.

D. No allowances or extra consideration in behalf of the contractor will subsequently be allowed because of error or failure on the part of the contractor to conform to the requirements described herein.

1.07 DRAWINGS AND MEASUREMENTS

A. The drawings show the general arrangement, general design and location of equipment and receptacles. The drawings are to be considered diagrammatic and are not intended to be scaled for rough-in measurements, or to serve as shop drawings.

B. Follow the drawings in laying out the work, consult documents of other trades, to become familiar with all conditions affecting the work. Field measurements shall be taken, where necessary, for ordering materials and fitting the installation to the site conditions.

C. The drawings are not intended to be scaled for rough-in measurements, or to serve as shop drawings.

D. Where job conditions require reasonable changes in indicated locations or arrangement, such changes shall be made without extra cost to the contract.

1.08 SUBMITTALS

A. Submit for approval six copies of shop drawings and product literature. Submittals shall include adequate information to prove that the systems, equipment and materials comply with the contract documents. Each copy of the submittals shall be marked to indicate the specific models, sizes, types and options being provided. Submittals not so marked will be rejected.

B. Shop drawing shall be submitted for all equipment and materials including that described in individual specification sections including the following:

1. Power conductors and cables
2. Raceway and boxes for electrical systems
3. Grade boxes
4. Receptacle control devices
5. Electrical distribution equipment
6. Receptacle and coverplates
7. Miscellaneous equipment and wiring diagrams

C. Shop drawings to include descriptions and/or explanatory notes as may be required to give a clear idea of its arrangement and construction.

D. No apparatus or equipment shall be shipped from stock or fabricated until shop drawings for same have been reviewed by the engineer and stamped "accepted" or "accepted as noted".

E. Submit shop drawings with all pertinent data and with identification mark number as specified or scheduled.

F. Furnish and deliver to the architect a manual of all shop drawings pertaining to this contract when work is completed. The manual shall consist of a standard hard cardboard, cloth covered, three ring binder, letter size, 8-1/2" x 11". Shop drawings shall be folded and punched. All items and/or pages shall be numbered and typewritten, with index inserted at front of manual for ready reference.

G. Provide four (4) complete operating instructions, operating manuals and repair parts lists for owner's personnel. Instruct owner's personnel in the operation of all systems.

1.09 RECORD DOCUMENTS

A. The contractor shall keep an accurate record of as-built conditions to record any variations from working, engineering, or shop drawings with reference to the work.

B. Record drawings shall accurately indicate the installed location of all below grade services, conduit, wiring, etc.

C. Record drawings shall accurately indicate the final circuiting all receptacles, etc.

D. Upon completion of the work, the contractor shall deliver to the architect a set of “record” drawings on magnetic media compatible with Autocad release 2004 or higher and two blue line sets of “record” drawings. If requested, the architect will supply a set of contract drawings on magnetic media that the contractor may use as a background for the “record” drawings.

1.10 OPERATIONS AND MAINTENANCE MANUALS

A. Submit for approval four copies of operations and maintenance manuals as specified in the other electrical specification sections. Each copy of the manuals shall be marked to indicate the specific models, sizes, types and options of the systems and equipment that were provided. Manuals not so marked will be rejected.

1.11 TRAINING

A. Arrange for manufacturers to train the owner's maintenance personnel on the operation and maintenance of systems and equipment as specified in the other division 26 specification sections. Training shall not take place until maintenance personnel have been given 2 weeks to review the approved operations and maintenance manuals. Notify the owner's representative 7 working days in advance of training sessions.

1.12 MATERIALS LIST

A. Submit a complete list of all materials and equipment and their manufacturers, for approval within two (2) weeks after award of contract, prior to submittal of shop drawings.

B. Shop drawings will not be reviewed until the materials list has been reviewed and approved by the engineer.

1.13 APPROVED MANUFACTURERS

A. Approved manufacturers shall be as indicated herein and in accordance with the requirements of the electrical specification division. All manufacturers shall be subject to the approval of the engineer. Such approval concerns the manufacturer only and does not, in any way, act to permit any deviation from strict compliance with the requirements of these specifications.

1.14 ALTERNATE MANUFACTURERS

A. For purposes of evaluating bids, the project shall be priced using the components specified herein. Any deviation from specified components or materials should be presented as a voluntary alternate price. Prices using alternates should not be included in the contractor's base bid price.

1.15 SUBSTITUTIONS

A. Provide equipment and materials from the manufacturers specified. Substitutions for specified products are acceptable only if proposed and approved in writing at the time of bid.

1.16 MANUFACTURER'S INSTRUCTIONS

A. Installation of all materials and equipment shall be in accordance with the manufacturers operating instructions, installation instructions, service instructions, etc. If this information is not shipped with the equipment, this contractor shall obtain said information from the manufacturer at this contractor's cost.

B. All operating instructions, installation instructions, service instructions, parts lists, etc. Shall be retained and on completion of the work, turned over to the engineer for the owner's use. If this information is not shipped with the equipment, this contractor shall obtain said information from the manufacturer at this contractors cost.

1.17 GRADE OF MATERIALS AND/OR EQUIPMENT

A. Do not purchase any used or second-hand material of any kind for use on this project.

B. All items purchased for this contract shall be new, unused material and shall be manufacturer's first or specification grade and meet the approval of the engineer.

C. In all instances where materials or methods indicate higher quality than the minimum required by codes, the plans and specifications shall govern.

D. All materials and equipment shall be listed by Underwriter Laboratories, Inc., and shall show their label wherever standards have been established.

1.18 ASSEMBLY OF EQUIPMENT

A. The contract drawings and specifications make mention of numerous items to be purchased and installed and are noted by a manufacturer's name, catalog number, series and/or brief description.

B. The catalog number as mentioned may not be complete to designate all the accessory parts and appurtenances required for the particular use or function.

C. It shall be the responsibility of the contractor to provide the equipment complete with all accessories as required for a complete and operable system including all special finishes as indicated.

1.19 USE OF EQUIPMENT

A. The use of any equipment or any part thereof for purposes other than testing even with the owner's consent shall not be construed to be an acceptance of the work on the part of the owner, nor to be construed to obligate the owner in any way to accept improper work or defective materials.

1.20 EQUIPMENT CONNECTIONS

A. This contractor shall be responsible for final electrical connections to all receptacles, devices, power distribution equipment, control equipment, etc.

B. Final connections shall be made in accordance with equipment shop drawings and rough in measurements furnished by the manufacturer of the particular equipment furnished.

1.21 SETTING DRAWINGS AND TEMPLATES

A. Provide all necessary templates, patterns, etc., for installing work. Furnish setting plans and shop details as required. Templates, etc. Shall all be furnished in time to meet all construction schedules.

1.22 EQUIPMENT AND WIRING IDENTIFICATION AND COLOR CODING

A. Provide a nameplate indicating the equipment name or number, and its power source.

B. Nameplates shall be engraved 1/8" thick plastic with black letters on a white background, and letters at least 1/4" high. Nameplates shall be attached with a minimum of two mechanical fasteners such as sheet metal screws or bolts and nuts. Embossed plastic tape labels are not acceptable.

C. Color code wiring in accordance with 844 identification of electrical systems.

D. Identify circuits and feeders, at each handhole by installing cable tags on all wires.

E. Identify receptacles as noted in 844 identification of electrical systems.

1.23 EQUIPMENT FOUNDATIONS AND SUPPORTS

A. The contractor shall be responsible for the installation and cost of all equipment foundations, supports, etc., required for the installation.

B. Include all inserts, rods, structural steel, frames, brackets, etc. as required.

C. Include all concrete bases required for the installation of all cabinets.

1.24 CLEANUP

A. Remove and legally dispose of demolished items, rubbish and debris from the construction site daily, and at the completion of the work. Failure to do so may result in the cleanup being performed by others and all costs thereof being deducted from the contractor's final payment.

1.25 EQUIPMENT PROTECTION

A. Protect equipment and materials during shipment, storage and construction against damage and contamination.

B. Items that become damaged or contaminated shall be restored to a "like new" condition or replaced at the contractor's expense.

1.26 WORK PERFORMANCE

A. Locate equipment as close as practical to the locations shown on the drawings. Should field conditions prevent the installation of equipment or materials as indicated on the drawings, make any deviations only with the prior approval of the owner’s representative.

B. Coordinate work with the other trades to ensure completion consistent with the project schedule. Do not unduly delay the startup, testing or turnover of project systems.

1.27 TEMPORARY FACILITIES

A. Temporary electric power as required for construction shall be coordinated with and obtained from the Detroit Edison Company.

B. Construction power shall be 120/240 volt or 120/208 volt, single phase, 3 wire service and branch wiring per OSHA lighting standard, subpart d, rule 1926.56 (a) and (b) for 120 volt lighting and small tool power.

C. All construction power shall incorporate GFCI (ground fault circuit interrupter protection).

D. Complete installation shall be in compliance with all applicable codes.

E. Temporary wiring may either be copper or aluminum.

1.28 IDENTIFICATION AND NAMEPLATES

A. Nameplates shall be permanently attached to contactors, panel, control equipment, etc. Nameplate to indicate the name of the equipment, voltage and load served.

1.29 WARRANTY

A. Guarantee work for a period of one year from the date of final acceptance of the project. A manufacturer's warranty beginning upon equipment receipt or startup shall be extended to one year from final project acceptance. A manufacturer's warranty in excess of one year shall remain in effect for its entire time period.

1.30 CERTIFICATE OF APPROVAL

A. Upon completion of the building and/or systems, provide owner with certificate of approval from electrical inspection authority and fire marshal.

1.31 TESTING, ACCEPTANCES AND GUARANTEE

A. When the systems are completed, the contractor shall operate equipment as required for complete testing. Replace all faulty equipment and make necessary adjustments before final acceptance. Upon final acceptance of work, the contractor shall give the owner a written guarantee that he will make good, at his own expense, any defects in materials or workmanship which develop within one (1) year from date of final acceptance.

B. Tests shall include all installed systems, security equipment, distribution equipment, wiring, controls, etc.

C. Provide four (4) complete operating instructions, operating manuals and repair parts list for the owner's personnel. Instruct owner's personnel in the operation of all systems.

D. Perform all tests required by owner, state, city, county and/or other agencies having jurisdiction.

E. Provide all materials, equipment etc., and labor required for the tests.

END OF SECTION

SECTION 841
CONDUCTORS AND CABLES

PART 1 - PRODUCTS

1.01 SUMMARY

A. This Section includes the following:
   1. Wires and cables rated 600 V and less.
   2. Connectors, splices, and terminations rated 600 V and less.

1.02 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Field quality-control test reports.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 CONDUCTORS AND CABLES

A. Copper Conductors: Comply with NEMA WC 70.

B. Conductor Insulation: Comply with NEMA WC 70 for XHHW-2.

2.02 CONNECTORS AND SPLICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. AFC Cable Systems, Inc.
   2. Hubbell Power Systems, Inc.
   3. O-Z/Gedney; EGS Electrical Group LLC.
   4. 3M; Electrical Products Division.
   5. Tyco Electronics Corp.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.01 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Stranded copper.

B. Branch Circuits: Stranded Copper.

3.02 CONDUCTOR INSULATION AND WIRING METHODS

A. All cables and feeders: XHHW-2, 90 degree C.

3.03 INSTALLATION OF CONDUCTORS AND CABLES

A. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

B. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.

C. Identify and color-code conductors and cables according to 844 Section "Identification for Electrical Systems."

D. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

E. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

F. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.04 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

B. Tests and Inspections:
1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements.
2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

C. Test Reports: Prepare a written report to record the following:
1. Test procedures used.
2. Test results that comply with requirements.
3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

D. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION

SECTION 842
GROUNDING AND BONDING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes methods and materials for grounding systems and equipment.

1.02 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Field quality-control test reports.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.01 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

2.02 CONNECTORS

A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.

1. Pipe Connectors: Clamp type, sized for pipe.

C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

2.03 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad or Stainless steel; 10’ by 3/4 inch in diameter, unless noted otherwise.

PART 3 - EXECUTION

3.01 APPLICATIONS

A. Conductors: All conduits serving wiring that is 120 volt or greater shall be equipped with an insulated green ground wire.

B. Conductor Terminations and Connections:

1. Connections to Ground Rods: Bolted connectors.

3.02 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all power and branch circuit wiring.

B. Ensure all equipment including receptacles, distribution equipment, etc. is properly grounded.

C. Provide all grounding and connections as required for DTE approval.

3.03 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade, unless otherwise indicated.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.

2. Use exothermic-welded connectors for outdoor locations except where a bolted connection is required by the DTE.

3.04 FIELD QUALITY CONTROL

A. Perform the following tests and inspections and prepare test reports:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells.

a. Measure ground resistance not less than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.

b. Perform tests by fall-of-potential method according to IEEE 81.

B. Report measured ground resistances that exceed 5 ohms to ground or DTRE requirements.

C. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION

SECTION 843
RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures and cabinets for electrical wiring and equipment.

1.02 SUBMITTALS

A. Product Data: For raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, details, and attachments to other work.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 METAL CONDUIT AND TUBING

A. Rigid Steel Conduit: ANSI C80.1.

B. Fittings for Conduit: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.

2.02 NONMETALLIC CONDUIT AND TUBING

A. RNC: NEMA TC 2, Type EPC-80-PVC or schedule 80 HDPE for directional bore.

B. LFNC: UL 1660.

2.03 BOXES, ENCLOSURES, AND CABINETS

A. Cabinets:

1. NEMA 3R, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Refer to detail on plan.

PART 3 - EXECUTION

3.01 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:

1. Exposed Conduit, where above grade: Rigid steel conduit.

2. Underground Conduit: PVC Schedule 80 where installed in a trench and HDPE Schedule 80 where installed with a directional bore.

B. Minimum Raceway Size: 0.75 inch trade size, unless noted otherwise on plan.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

3.02 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Complete raceway installation before starting conductor installation.

C. Support raceways in trench as required for a level, flat installation.

D. Install no more than the equivalent of three 90-degree bends in any conduit run.

E. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.

F. Expansion-Joint Fittings for RNC:

1. Install expansion-joint fittings for each of the following locations, and provide type and quantity of fittings that accommodate temperature change listed for location:

a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.

2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change.

3.03 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section "Earth Moving" for pipe less than 6 inches in nominal diameter.

2. Install backfill as specified in Section "Earth Moving."

3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final

conduit connection at end of run and complete backfilling with normal compaction as specified in Section "Earth Moving."

4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment.

   a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete.

   b. For stub-ups at equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 6 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.

5. Warning Tape: Bury a warning tape approximately 12 inches below grade above direct-buried conduits. Tape shall be polypropylene, yellow with the words “Caution Buried Electrical Line” continuously written on tape.

3.04 EXCAVATION AND BACKFILL

A. All excavating and backfilling to install work specified in the Electrical Division shall be by the Electrical Contractor. All work shall be in accordance with the requirements of the appropriate Architectural Section.

B. Backfill inside building and under drives and parking areas with well tamped sand. Backfill within 45 degree angle below footing with lean mix concrete. Backfill under drives and parking areas shall be placed in layers not more than 8" in thickness. 95% compaction is required throughout with approved compaction equipment. Tamp and roll as required. Excavated material shall not be used.

C. Backfill outside building with sand to a height of 12" over top of pipe. Compact to compaction as specified above. Backfill remainder of excavation with unfrozen excavated materials in such a way as to prevent settling.

D. Electrical Contractor shall be responsible for dewatering of excavations required for the installation of electrical work.

E. After the installation of conduits within excavations, but prior to backfilling, the Electrical Contractor shall notify the Engineer for inspection of the installation. Excavations shall not be backfilled until inspected by the Engineer. It shall be the Electrical Contractors responsibility to make the necessary arrangements as required for the inspection.

3.05 TESTING DUCTS AND CONDUITS FOR OBSTRUCTIONS

A. Ducts and conduits which are installed underground or concealed in concrete floor slab, foundations, etc., shall be cleared of foreign material and obstructions after installation and before conductors or pull-wires are drawn in by wire brushing, swabbing and employing an iron or hardwood mandrel which is 1/4" smaller in diameter than the internal diameter of the duct or conduit.

B. The installation of conductors or pull wire shall not be made until the raceways are found acceptable.

END OF SECTION

SECTION 844
ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Identification of power and control cables.
2. Identification for conductors.
3. Underground-line warning tape.
4. Equipment identification labels.
5. Miscellaneous identification products.

1.02 SUBMITTALS

A. Product Data: For each electrical identification product indicated.

1.03 QUALITY ASSURANCE

A. Comply with ANSI A13.1.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

PART 2 - PRODUCTS

2.01 CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

B. Snap-Around Labels: Slit, pretension, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

C. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.02 CONDUCTOR IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

2.03 UNDERGROUND-LINE WARNING TAPE

A. Tape:

1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.

2. Printing on tape shall be permanent and shall not be damaged by burial operations.

3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.

B. Color and Printing:

1. Comply with ANSI Z535.1 through ANSI Z535.5.

2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE, Pigmented polyolefin, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.

3. Thickness: 4 mils

4. Weight: 18.5 lb/1000 sq. ft.

5. 3-Inch Tensile According to ASTM D 882: 30 lb., and 2500 psi.

2.04 EQUIPMENT IDENTIFICATION LABELS

A. Engraved Lamaoid Legend: Engraved In non-fading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.05 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in Painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

B. Apply identification devices to surfaces that require finish after completing finish work.

C. Attach signs and plastic labels with mechanical fasteners appropriate to the location and substrate.

D. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

E. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.

F. Identify all branch wires with the panel and circuit from which it is served. Locate identification at legible locations. Locate identification on each side of a wire splice. Use snap around labels only.

3.02 IDENTIFICATION

A. Power-Circuit Conductor Identification, 600 V or Less: For conductors in pole bases, handholes, etc. use color-coding conductor tape to identify the phase.

1. Color-Coding for Phase Identification, 600 V or Less: Use colors listed below for ungrounded service and feeder conductors.

a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.

b. Color coding shall match existing currently used within the city of Birmingham for streetscape wiring.

c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

B. Locations of Underground Lines: Identify with underground-line warning tape for power.

1. Limit use of underground-line warning tape to direct-buried cables.

2. Install underground-line warning tape for cables in raceway.

C. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power: Self-adhesive warning labels.

1. Comply with 29 CFR 1910.145.

2. Identify system voltage with black letters on an orange background.

3. Apply to exterior of door, cover, or other access.

4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:

a. Controls with external control power connections.

D. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

E. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual.

1. Labeling Instructions:

a. Outdoor Equipment: Engraved, laminated acrylic or melamine label.

END OF SECTION

SECTION 845
RECEPTACLE CONTROL DEVICES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following control devices:

1. Contactors.

1.02 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Field quality-control test reports.

C. Operation and maintenance data.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 2 - PRODUCTS

2.01 CONTACTORS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

C. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:

1. ASCO Power Technologies, LP; a division of Emerson Electric Co.

2. Eaton Electrical Inc.

3. GE Industrial Systems

4. Square D; Schneider Electric.

D. Description: Electrically operated and electrically held, combination type with, complying with NEMA ICS 2 and UL 508.

1. Current Rating for Switching: Listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballast with 15 percent or less total harmonic distortion of normal load current).

2. Fault Current Withstand Rating: Equal to or exceeding the available fault current at the point of installation.

3. Enclosure: Comply with NEMA 250, Type 3R.

PART 3 - EXECUTION

3.01 CONTACTOR INSTALLATION

A. Mount electrically held contactors with elastomeric isolator pads, to eliminate structure-borne vibration, unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.02 WIRING INSTALLATION

A. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.

B. Size conductors according to control device manufacturer's written instructions, unless otherwise indicated.

C. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.03 IDENTIFICATION

A. Identify components and power and control wiring according to Division 26 Section "Identification for Electrical Systems."

1. Identify controlled circuits in contactors.

2. Identify circuits or luminaries controlled by photoelectric and occupancy sensors at each sensor.

B. Label time switches and contactors with a unique designation.

3.04 FIELD QUALITY CONTROL

A. Perform the following field tests and inspections and prepare test reports:

1. After installing time switches and sensors, and after electrical circuitry has been energized, adjust and test for compliance with requirements.

2. Operational Test: Verify operation of each control device, and adjust time delays.

B. Control devices that fail tests and inspections are defective work.

END OF SECTION

SECTION 846
ELECTRICAL ACCEPTANCE TESTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Attention is directed to Bidding and Contract Requirements, and to General Requirements, which are hereby made a part of this Section.

B. All work performed under this Section of the work is subject to all requirements contained under "Electrical General Requirements".

1.02 CONDITIONS

A. Provide all items, articles, materials, operations or methods listed, mentioned or scheduled on drawings and/or herein including all labor, materials, equipment and incidentals necessary and required for acceptance testing.

B. Following established procedures, equipment shall be energized after certification by the Testing Contractor that the installation is satisfactory.

C. Electrical Contractor shall correct or replace any current-carrying circuit which is defective or grounded and correct all other troubles encountered by these tests. All defects, whether through faulty workmanship or materials furnished, shall be corrected under this Section at the Electrical Contractor's expense.

1.03 INTENT

A. It is the intent of the tests described herein to assure that all electrical equipment is operational and within industry and manufacturer's tolerances and is installed in accordance with design specifications.

1.04 SCOPE

A. All of the Acceptance Tests are required to be performed whether they are described in this Section or other applicable Sections. The following systems are to be tested:

Ground System
Panelboards
Feeders
Branch Circuits
Contactors
Wiring Devices

1.05 QUALIFICATIONS

A. The testing work described herein shall be performed by an Independent Testing Subcontractor not in the regular employ of the Electrical Subcontractor. The Testing Subcontractor shall be a member of the International Electrical Testing Association (NETA) or be able to prove qualifications equal to or better than required for membership in NETA. The Testing Company shall meet OSHA criteria for accreditation of testing laboratories, Title 29, Parts 1907, 1910, and 1936.

B. All instruments used on this project shall meet NETA's Specification for Test Instrument calibrations.

1.06 NOTIFICATION

A. Provide for sufficient notification of the Engineer prior to testing. A minimum of 7, but preferable 14 calendar days shall be provided so that the Engineer can be present during the testing.

1.07 SAFETY AND PRECAUTIONS

A. Safety practices shall include, but are not limited to, the following requirements:

1. Occupational Safety and Health Act of OSHA.
2. Accident Prevention Manual for Industrial Operations, National Safety Council, Chapter 4.
3. Applicable State and Local safety operating procedures.
4. NETA Safety/Accident Prevention Program.
5. National Fire Protection Association - NFPA 70E.
6. ANSI Z244.1 American National Standards for Personnel Protection.

B. All tests shall be performed with apparatus de-energized except where otherwise specifically specified.

C. The testing firm shall have a designated safety representative on the project to supervise operations with respect to safety.

1.08 REPORTS

A. All test reports shall be submitted utilizing NETA or approved similar format and where appropriate, test forms.

B. Provide six (6) complete sets of test reports to the Project Architect.

C. Test report shall include:

Summary of the project
Description of equipment tested
Description of test
Test results
Conclusions and Recommendations
Test forms
Test equipment used
Signature of responsible professional engineer

PART 2 - PRODUCTS

2.01 VISUAL AND MECHANICAL INSPECTION

A. Inspect for physical, electrical and mechanical condition.

B. Check equipment for conformity with specifications and/or drawings.

C. Inspect connections.

E. Verify lubrication where applicable.

F. Exercise all active components.

G. Inspect all indicating devices for proper operation.

2.02 INSULATION RESISTANCE TEST (MEGGER)

A. Apply D.C. specified voltage between conductor under test and ground with other conductors grounded or between each pair of conductors, as appropriate.

B. Applied voltage shall be 500 volts D.C.

C. Apply voltage for one minute and record data.

D. Determine polarization index for cables, transformers winding, and motors. Apply above voltage for a total of 10 minutes and record resistance. Ratio of 10 minute to one minute readings is polarization index.

E. Acceptable remittances, unless otherwise specified, are 25 meg-ohms for 250 volt A.C. systems.

PART 3 - EXECUTION

3.01 FEEDERS

A. Visual and Mechanical Inspection to include color coding and phase orientation.

B. Verify continuity of each phase and ground conductor.

3.02 PANELBOARD

A. Visual and Mechanical Inspection to include neutral and ground bar.

3.03 GROUNDING SYSTEM

A. Visual and Mechanical Inspection of Grounding Electrodes and connections.

B. Ground Resistance Test of each ground rod prior to interconnection. (The Engineer will determine that, if all measurements are less than a specified value which will result in the desired ground resistance, the ground rods can be interconnected. Otherwise, the Engineer will specify more rods. The measurement information shall be transmitted to the Engineer immediately for permission to interconnect the ground rods.

3.04 RECEPTACLES

A. Check all receptacles for proper operation. Check all receptacles for ground, neutral and line continuity. Check 2 and 3 phase receptacles for proper phase rotation.

B. Check operation of all ground fault devices.

3.05 CONTROL CABLE TESTS

A. A continuity check shall be performed on control and instrumentation wiring.

3.06 MISCELLANEOUS

A. Demonstrate that all control devices function properly.

END OF SECTION

SECTION 847
PANELBOARDS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes branch-circuit panelboard.

1.02 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
2. Detail enclosure types and details for types other than NEMA 250, Type 1.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of distribution panelboards and overcurrent protective devices shall be as listed below.
5. Short-circuit current rating of panelboards and overcurrent protective devices shall be as listed below.
6. Include evidence of NRTL listing for series rating of installed devices.
7. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
8. Include wiring diagrams for power, signal, and control wiring.
9. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.

C. Field quality-control reports.

D. Panelboard schedules for installation in panelboards.

E. Operation and maintenance data.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NEMA PB 1.

C. Comply with NFPA 70.

1.04 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PANELBOARDS

A. Enclosures: Surface-mounted cabinet.

1. 120/208 volt, three phase, four wire or 120/240 volt, single phase, three wire as noted on plan.

2. Rated for environmental conditions at installed location.

a. NEMA 250, Type 3R.

3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.

4. Enclosure 5.75” deep x 20” wide x height required.

5. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.

6. Directory Card: Inside panelboard door, mounted in transparent card holder.

B. Incoming Mains Location: Top or bottom as required.

C. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.

D. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.

2. Main and Neutral Lugs: Compression type.

3. Ground Lugs and Bus Configured Terminators: Compression type.

E. Service Equipment Label: NRTL labeled for use as service equipment for panelboards with one or more main service disconnecting and overcurrent protective devices.

F. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

G. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.

2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.

3. Siemens Energy & Automation, Inc.

4. Square D; a brand of Schneider Electric.

H. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type, NEMA 3R enclosure.

I. Mains: As scheduled.

J. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

K. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

L. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals 22K AIC minimum for 208 or 240 volt systems.

M. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

2. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:

a. Standard frame sizes, trip ratings, and number of poles.

b. Lugs: Compression style, suitable for number, size, trip ratings, and conductor materials.

c. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Receive, inspect, handle, store and install panelboards and accessories according to NECA 407.

B. Comply with mounting and anchoring requirements specified in the electrical specifications.

C. Mount panelboard cabinet plumb and rigid without distortion of box.

D. Locate panelboard in an equipment enclosure as detailed on plan.

E. Install overcurrent protective devices and controllers not already factory installed.

F. Install filler plates in unused spaces.

G. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

H. Comply with NECA 1.

3.02 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with 844 Section "Identification for Electrical Systems."

B. Create a directory to indicate installed circuit loads and incorporating Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in 844 Section "Identification for Electrical Systems."

D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in 844 Section "Identification for Electrical Systems."

3.03 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.

2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Panelboards will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION

SECTION 848
WIRING DEVICES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following:

1. Receptacles, receptacles with integral GFCI, and associated device plates.

1.02 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

C. Samples: One for each type of device and wall plate specified, in each color specified.

D. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:

1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
3. Leviton Mfg. Company Inc. (Leviton).
4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).

2.02 STRAIGHT BLADE RECEPTACLES

A. General use receptacles shall be duplex, 2 wire, 3 pole, self-grounding type with standard parallel slots to accommodate both regular and ground type plug caps. Receptacles shall be with white (verify with the architect) face, 20 Amp., and bear UL labels for ratings at 125 volts AC. Install receptacles vertically with bottom of box 18" above the finished floor unless otherwise indicated.

1. Receptacles shall be Hubbell #5362 or equal Arrow-Hart, Bryant, Cooper or P & S.
2. Ground fault receptacles shall be duplex, 2 wire, 3 pole, self-grounding type with standard parallel slots to accommodate both regular and ground type plug caps.

Receptacles shall be with brown face, 20 Amp, and bear UL labels for ratings at 125 volts AC. Hubbell series # GF5362 or equal Arrow-Hart, Bryant, Cooper or P & S.

B. Receptacles shall be specification grade, heavy duty. Any receptacles of lower quality will be rejected.

2.03 PLATES

A. Single and combination types to match corresponding wiring devices.

1. Material for cabinet interior: Galvanized.

2. Material for receptacles at planters: Taymac while in use weatherproof metal cover as noted on plan detail.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.

B. Conductors:

1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.

2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.

3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.

4. Existing Conductors:

a. Cut back and pigtail, or replace all damaged conductors.

b. Straighten conductors that remain and remove corrosion and foreign matter.

c. Pigtailing existing conductors is permitted provided the outlet box is large enough.

C. Device Installation:

1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.

2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.

3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.

4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.

5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.

6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.

7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.

8. Tighten unused terminal screws on the device.

9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

D. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

3.02 IDENTIFICATION

A. Comply with 844 Section "Identification for Electrical Systems."

1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.03 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

1. Test Instruments: Use instruments that comply with UL 1436.

2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.

2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable.

3. Ground Impedance: Values of up to 2 ohms are acceptable.

4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.

5. Using the test plug, verify that the device and its outlet box are securely mounted.

6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new, and retest as specified above.

END OF SECTION

SECTION 860
IRRIGATION

GENERAL

All work shall be done in accordance with the 2012 Michigan Department of Transportation Standard Specifications for Construction, except as herein described.

DESCRIPTION OF WORK:

A. Furnish all labor, materials, supplies, equipment, tools, and transportation, and perform all operations in connection with and reasonably included in the complete installation of the irrigation system as shown on the drawings, the installation details, and as specified herein. The system shall be constructed to grades and conform to areas and locations as shown on the drawings. Removal and or restoration of existing improvements, excavation and back-fill, and all other work in accordance with plans and specifications are required.

B. Extent of irrigation system work is shown on drawings and by provisions of this Section.

C. Sprinkler lines shown on the drawings are essentially diagrammatic. Spacing of the sprinkler heads or quick coupling valves are shown on the drawings and shall be exceeded only with the permission of the Engineer.

D. Items of work specifically included are:

1. Procurement of all applicable licenses, permits, and fees.
2. Coordination of all utilities.
3. Connection of electrical power supply to the irrigation control system.
4. Sleeving for irrigation pipe and wire.

QUALITY ASSURANCE:

A. The “Contractor” shall maintain continuously a competent superintendent, satisfactory to the Engineer, with authority to act for him in all matters pertaining to the work.

B. The “Contractor” shall coordinate his work with the other trades.

C. The “Contractor” shall confine his operations to the area to be improved and to the areas allotted him by the Engineer for material and equipment storage.

SUBMITTALS:

A. Submit samples and/or material certificates in accordance with Section 105 of the MDOT 2003 Standard Specifications for Construction.

B. **Materials List:** Include backflow device, valves, sprinklers, controller, wire connectors, pipe, fittings to be used on the project prior to purchasing materials. Quantities of material need not be included.

C. **Manufacturer's Data:** Submit manufacturer's catalog cuts, specifications, and operating instructions for equipment shown on the materials list.

D. **Shop Drawings:** Upon irrigation system acceptance, submit written operating and maintenance instructions. Provide format and contents as directed by the Engineer. Include instruction sheets and parts lists for all operating equipment.

E. **Project Record (As-Built) Drawings:**

1. Submit record drawings under this provision.

2. Record pipe and wiring network alterations. Record work that is installed differently than shown on the construction drawings. Record accurate reference dimensions, measured from at least two permanent reference points of each irrigation system valve, each controller or control unit, each sleeve end, each stub-out for future pipe or wiring connections, and other irrigation components enclosed within a valve box.

3. Before construction completion, obtain from the Engineer a reproducible Mylar copy of the drawings. Using technical drafting pen or CAD, duplicate information contained on the project drawings maintained on site. Label each sheet "Record Drawings". Completion of the record drawings will be a prerequisite for the review at the completion of the irrigation system installation.

RULES AND REGULATIONS:

A. Work and materials shall be in accordance with the latest edition of the MDOT Specifications, National Electric Code, the Uniform Plumbing Code as published by the Western Plumbing Officials Association, and applicable laws and regulations of the governing authorities.

B. If quantities are provided either in these specifications or on the drawings, these quantities are provided **for information only**. It is the "Contractor's" responsibility to determine the actual quantities of all material, equipment, and supplies required by the project and to complete an independent estimate of quantities and wastage.

DELIVERY, STORAGE AND HANDLING:

A. Deliver irrigation system components in manufacturer's original undamaged and unopened containers with labels intact and legible.

B. Deliver plastic piping in bundles, packaged to provide adequate protection of pipe ends, either threaded or plain.

C. Store and handle materials to prevent damage and deterioration.

D. Provide secure, locked storage for valves, sprinkler heads and similar components that cannot be immediately replaced, to prevent installation delays.

CODES AND STANDARDS:

A. The entire installation shall fully comply with all local and state laws and ordinances and with all established codes applicable thereto.

B. In all cases where inspection of the sprinkler system work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the Engineer, the "Contractor" shall notify the Engineer at least 24 hours in advance of the time and such inspection and/or direction is required.

C. Any necessary re-excavation or alterations to the system needed because of failure of the "Contractor" to have the required inspections shall be performed at the "Contractor's" own expense.

TESTING:

A. Notify the Engineer three days in advance of testing.

B. Pipelines jointed with rubber gaskets or threaded connections may be subjected to a pressure test at any time after partial completion of backfill. Pipelines jointed with solvent-welded PVC joints shall be allowed to cure at least 24 hours before testing.

C. Subsections of mainline pipe may be tested independently, subject to the review of the Engineer.

D. Furnish clean, clear water, pumps, labor, fittings, and equipment necessary to conduct tests or retests.

E. Volumetric Leakage Test:

1. Cap riser of mainline components for volumetric pressure tests. Backfill to prevent pipe from moving under pressure. Expose coupling and fitting.

2. Purge all air from the pipeline before test.

3. Subject mainline pipe to the anticipated operating pressure of 100 PSI for two hours. Maintain constant pressure. The amount of additional water pumped in during the test shall not exceed 1.24 gallon per 100 joints of 3-inch diameter pipe and 1.6 gallons per 100 joints of 4-inch diameter pipe. Replace defective pipe, fitting, joint, valve, or appurtenance. Repeat the test until the pipe passes test.

4. Cement or caulking to seal leaks is prohibited.

F. Operational Test:

1. Activate each remote-control valve in sequence from controller. The Engineer will visually observe operation, water application patterns, and leakage.

2. Replace defective remote-control valve, solenoid, wiring, or appurtenance to correct operational deficiencies.

3. Replace, adjust, or move water emission devices to correct operational or coverage deficiencies.

4. Replace defective pipe, fitting, joint, valve, sprinkler, or appurtenance to correct leakage problems. Cement or caulking to seal leaks is prohibited.

5. Repeat test(s) until each lateral passes all tests. Repeat tests, replace components, and correct deficiencies at no additional cost to the owner.

CONSTRUCTION REVIEW:

A. The purpose of on-site reviews by the Engineer is to periodically observe the work in progress, the "Contractor's" interpretation of the construction documents, and to address questions regarding the installation.

B. Scheduled reviews such as those for irrigation system layout or testing must be scheduled with the Engineer as required by these specifications.

C. Impromptu reviews may occur at any time during the project.

D. A review will occur at the completion of the irrigation system installation and project record (as-built) drawing submittal. The Engineer may note any deficiencies in the irrigation system at the Engineer's discretion for the Contractor to replace or repair, at any time.

MATERIALS

GENERAL:

Use materials that are new and without flaws or defects of any type. All material overages at the completion of the installation are the property of the "Contractor" and are to be removed from the site.

SUBSTITUTIONS:

The Contractor shall use materials as specified unless otherwise determined by the Engineer.

SLEEVING:

Material as indicated on the plans and/or elsewhere in the Specifications.

PIPE AND FITTINGS:

A. **Mainline Pipe and Fittings:**

1. Use Class 160, SDR-26, rated at 160 PSI, conforming to the dimensions and tolerances established by ASTM Standard D2241. Use solvent weld pipe for lateral pipe. Use Schedule 40, Type 1, PVC solvent weld fittings conforming to ASTM Standards D2466 and D1784 for PVC pipe. Use primer approved by the pipe manufacturer and purple in color. Solvent cement to conform to ASTM Standard D2564, of a type approved by the pipe manufacturer appropriate to weather conditions.

2. Provide pipe homogeneous throughout and free from visible cracks, holes, foreign materials, blisters wrinkles and dents.

3. Provide pipe continuously and permanently marked with manufacturer's name or trademark, size schedule and type of pipe working pressure at 73 degrees F. and (NSF) approval.

4. All pipes damaged or rejected because of defects shall be removed form the site at the time of said rejection.

B. **Lateral Pipe and Fitting:**

5. All sprinkler laterals pipe downstream from the zone valves, sized 2" and smaller shall be flexible non-toxic polyethylene (PE) pipe. Use SDR-11.5, PE23, rated at PSI that is National Sanitation Foundation (NSF) approved, conforming to ASTM Standard D2239. Use Type 1, PVC insert fitting conforming to ASTM Standard D2609 designed for use with flexible polyethylene (PE) pipe. Use stainless steel worm gear clamps (including stainless steel screw) to join pipe and fittings.

6. Use Class 160, SDR-26, rated at 160 PSI, conforming to the dimensions and tolerances established by ASTM Standard D2241. Use solvent weld pipe for lateral pipe. Use Schedule 40, Type 1, PVC solvent weld fittings conforming to ASTM Standards D2466 and D1784 for PVC pipe. Use primer approved by the pipe manufacturer and purple in color. Solvent cement to conform to ASTM Standard D2564, of a type approved by the pipe manufacturer appropriate to weather conditions.

7. For drip irrigation laterals downstream of zone control valves, use UV radiation-resistant polyethylene pipe manufactured from prime Union Carbide or a Union Carbide licensee with a minimum of 2% carbon black. Use PVC/compression line fittings compatible with the drip lateral pipe. Use tubing stakes or landscape fabric staples to hold aboveground pipe in place.

C. **Specialized Pipe and Fittings:**

1. All above grade pipe shall be copper pipe: Use Type "M" rigid conforming to ASTM Standard B88. Use wrought copper or cast bronze fitting, soldered, or threaded per the installation details. Use 95% tin and 5% antimony solder.

2. Galvanized steel pipe: Use Schedule 40 conforming to ASTM Standard A120. Use galvanized, threaded, standard weight malleable iron fittings.

3. Ductile iron pipe: Use Class 50 conforming to ANSI A21.51. Use a minimum of Class 53 thickness pipe for flanged piping. Use mechanical joints conforming to ANSI A21.10 and ANSI A21.11 (AWWA C111) or flanged fittings conforming to ANSI/AWWA C110 and ANSI B16.1 (125#).

4. Use a dielectric union wherever a copper-based metal (copper, brass, and bronze) is joined to an iron-based metal (iron, galvanized steel, and stainless steel).

5. Low-Density Polyethylene Hose:

   a. Use pipe specifically intended for use as a flexible swing joint.
      Inside diameter: 0.490 ± 0.010 inch.
      Wall thickness: 0.100 ± 0.010 inch.
      Color: Black

   b. Use spiral barb fittings supplied by the same manufacturer as the hose.

6. Assemblies calling for threaded pipe connections shall use PVC Schedule 80 nipples and PVC Schedule 40 threaded fittings.

7. Joint sealant: Use only Teflon-type tape or Teflon-based paste pipe joint sealant on plastic threads. Use non-hardening, nontoxic pipe joint sealant formulated for use on water-carrying pipes on metal threaded connections.

D. **Thrust Blocks:**

1. Use thrust blocks for fitting on pipe greater than or equal to 3-inch diameter or any diameter rubber gasket pipe.

2. Use 3,000-PSI concrete.

3. Use 2-mil plastic.

4. Use No. 4 re-bars wrapped or painted with asphalt tar-based mastic coating.

MAINLINE COMPONENTS:

A. **Main System Shutoff Valve:** per local practice and in compliance with local code.
B. **Winterization Assembly:** per local practice and in compliance with the local code.
C. **Backflow Prevention Assembly:** as presented in the installation details.
D. **Master Valve Assembly:** as presented in the installation details.
E. **Flow Sensor Assembly:** as presented in the installation details.
F. **Isolation Gate Valve Assembly:** as presented in the installation details. Install a separate valve box over a 3-inch depth of ¾-inch gravel for each assembly.

G. **Pressure Regulator Assembly:** as presented in the installation details. Install a separate valve box over a 3-inch depth of ¾-inch gravel for each assembly.

H. **Quick Coupling Valve Assembly:** double swing joint arrangements as presented in the installation details.

I. **Manual Drain Valve Assembly:** as presented in the installation details. Install a separate sump consisting of three cubic feet of ¾" gravel for each drain valve.

SPRINKLER AND BUBBLER IRRIGATION COMPONENTS:

A. **Remote Control Valve (RCV) Assembly for Sprinkler and Bubbler Laterals:** as presented in the installation details. Use splice kit wire connectors to join control wires to solenoid valves. Install a separate valve box over a 3" depth of ¾" gravel for each assembly.

B. **Sprinkler Assembly:** as presented in the drawings and installation details. Use the sprinkler manufacturer's pressure compensating screens to achieve specified operating conditions on each sprinkler and to control excessive operating pressures.

C. **Bubbler Assembly:** as presented in the drawings and installation details.

CONTROL SYSTEM COMPONENTS:

A. **Irrigation Controller Unit:**

1. As presented in the drawing and installation details.

2. Lighting protection: Provide 8-foot copper-clad grounding rod at controller location.

3. Wire markers: pre-numbered or labeled with indelible non-fading ink, made of permanent, non-fading material.

B. **Control Wire:**

1. Use Rainbird Maxi Cable, Type UF or PE cable, UL approved for direct underground burial from the controller unit to each remote decoder.

2. Color: Use white for common ground wire. Use red or black colors for decoder wires. Wire color shall be continuous over its entire length.

3. Splices: Use DBYR-6 wire connector with waterproof sealant. Wire connector to be of plastic construction.

C. **Instrumentation:**

1. As presented in the drawing and installation details.

2. Provide, install and test a soil moisture monitor to override irrigation in the event of high soil moisture levels and a rain sensor to prevent irrigation during or immediately after rainfall

events, and a temperature sensor to prevent irrigation when temperatures drop below a user-preset threshold.

D. **Power Wire:**

1. Electric wire from the power source to satellite control unit shall be solid or stranded copper, Type UF single-conductor cable, UL approved for direct underground burial. Power wires shall be black, white, and green in color. Size as presented in the drawings. The "Contractor" is responsible for verifying that the power wire sizes shown on the drawings are compatible and adequate for the control system being used.

2. Splices: Use DBY splice kit connectors.

3. Conduit: PVC Schedule 40.

4. Warning tape: Inert plastic film highly resistant to alkalis, acids, or other destructive chemical components likely to be encountered in soils. Tape to be three inches wide, colored yellow and imprinted with "CAUTION: BURIED ELECTRIC LINE BELOW."

OTHER COMPONENTS:

A. **Tools and Spare Parts:** Provide operating keys, servicing tools, test equipment, spare parts, and other items indicated in the general notes of the drawings.

B. **Other Materials:** Provide imported fill material as required to complete this work. Provide other materials or equipment shown on the drawings or installation details, which are part of the irrigation system, although such items may not have been referenced in these specifications.

INSPECTION AND REVIEWS

A. **Site Inspections:**

1. Verify construction site conditions and note irregularities affecting work of this section. It shall be the contracting installer's responsibility to report to the Engineer any deviations between drawings, specifications, and the site. Failure to do so before the installing of equipment and resulting in replacing and/or relocation of equipment shall be done at the "Contractor's" expense.

2. Examine final grades and installation conditions. Do not start irrigation system work until unsatisfactory conditions are corrected.

3. Beginning work of this section implies acceptance of existing conditions.

B. **Utility Locations:**

1. Call MISS DIG 1-800-482-7171

2. The exact location of all existing utilities and structures and underground utilities are not indicated on the drawings; their locations shall be determined by the "Contractor", and he shall conduct his work to prevent interruption of service or damage to them.

3. Arrange for and coordinate with local authorities the location of all underground utilities.

4. Repair any underground utilities damaged during construction. Make repairs at no additional cost above the contract price.

5. The "Contractor" shall protect existing structures and utility services and be responsible for their replacement if damaged by him.

C. **Irrigation System Layout Review:**

1. Irrigation system layout review will occur after the staking has been completed unless specifically waived in writing by the Engineer. Notify the Engineer one-week in advance of review.

2. The Engineer at this review will identify modifications.

LAYOUT OF WORK:

A. Stake out the irrigation system. Items staked include: sprinklers, pipe, control valves, manual drains, quick coupling valves, backflow preventer, controller, and isolation valves.

B. Install all mainline pipe and mainline components inside of project property lines.

C. Minor adjustments in system layout will be permitted to clear existing fixed obstructions. Final system layout shall be acceptable to the Engineer.

EXCAVATION, TRENCHING, AND BACKFILLING:

A. Excavating shall be considered unclassified and shall include all materials encountered, except materials that cannot be excavated by normal mechanical means.

B. Excavate to permit the pipes to be laid at the intended elevations and to permit workspace for installing connections and fittings.

C. Minimum cover (distance from top of pipe or control wire to finish grade):

1. 14-inch over mainline pipe and over electrical conduit.

2. 16-inch over control wire.

3. 10-inch over lateral pipe to sprinklers and bubblers and over manifold pipe to drip system zone control valves.

4. 8-inch over drip in turf or paved areas downstream of drip system zone control valves.

5. 3-inch minimum mulch cover over drip lateral pipe in planting beds downstream of drip system zone control valves.

6. PVC UV radiation-resistant lateral pipe shall be installed directly on the soil surface.

D. PVC or PE lateral pipes may be pulled into the soil using a vibratory plow device specifically manufactured for pipe pulling. Minimum burial depths equal minimum cover listed above provided soil moisture content and other conditions are suitable to allow for full depth of bury with a minimum of stretching and scraping of the pipe. The Engineer reserves the right to determine suitability or conditions.

E. Backfill only after lines have been reviewed and tested.

F. Excavated material is generally satisfactory for backfill. Backfill shall be free from rubbish, vegetable matter, and stones larger than 2 inches in maximum dimension. Remove material not suitable for backfill. Backfill placed next to pipe shall be free of sharp objects, which may damage the pipe.

G. Backfill un-sleeved pipe by depositing the backfill material equally on both sides of the pipe in 6-inch layers and compacting each layer to 90% Standard Proctor Density, ASTM D698-78. Use of water for compaction, "puddling," will not be permitted.

H. Enclose pipe and wiring beneath roadways, walks, curbs, etc., in sleeves. Minimum compaction of backfill for sleeves shall be 95% Standard Proctor Density, ASTM D698-78. Use of water for compaction around sleeve, "puddling," will not be permitted.

I. Dress backfilled areas to original grade. Incorporate excess backfill into existing site grades.

J. Where utilities conflict with irrigation trenching and pipe work, contact the Engineer for trench depth adjustments.

K. Provide approved fine grained earth fill or sand to point 4" above the top of pipe, where soil conditions are rocky or otherwise objectionable.

L. Excavate trenches and install piping and backfill during the same working day. Do not leave open trenches or partially filled trenches open overnight.

SLEEVING AND BORING:

All requirements are as specified in the plans and/or elsewhere in the Specifications for jacked-bored or directionally drilled sleeves or casings.

ASSEMBLING PIPE AND FITTING:

A. **General:**

1. Keep pipe free from dirt and pipe scale. Cut pipe ends square and debur. Clean pipe ends.

2. Keep ends of assembled pipe capped. Remove caps only when necessary to continue assembly.

3. All mainline and continuously pressurized pipe is to be installed using open trenches. Lateral pipe may be installed by "Plowing" if soil conditions permit, and soils do not contain gravel, rock, construction debris, or other potential damaging material.

4. Trenches may be curved to change direction or avoid obstructions within the limits of the curvature of the pipe. Minimum radii of curvature are 25 feet for 2-inches diameter pipe and 100 feet for 2 ½, 3, and 4-inch diameter pipe. All curvature results from the bending of the pipe lengths. No deflection will be allowed at a pipe joint.

B. **Mainline and Fittings:**

1. Use only strap-type friction wrenches for threaded plastic pipe.

2. PVC Rubber-Gasketed Pipe:

   a. Use pipe lubricant. Join pipe in the manner recommended by manufacturer and in accordance with accepted industry practices.

   b. Epoxy-coated steel fittings shall not be struck with a metallic tool. Cushion blows with a wood block or similar shock absorber.

3. PVC Solvent Weld Pipe:

   a. Use a primer and solvent cement. Join pipe in a manner recommended by the manufacturer and in accordance with accepted industry practices.

   b. Cure for 30 minutes before handling and 24 hours before allowing water in pipe.

   c. Snake pipe from side to side within the trench.

4. Fittings: the uses of cross type fittings or saddle-tees are not permitted.

5. Install thrust blocks on the mainline pipe work in accordance with pipe manufacturer's written instructions.

C. **Lateral Pipe and Fittings:**

1. Use only strap-type friction wrenches for threaded plastic pipe.

2. PVC Solvent Weld Pipe:

   a. Use primer and solvent cement. Join pipe in the manner recommended by the manufacturer and in accordance with accepted industry practices.

   b. Cure for 30 minutes before handling and 24 hours before allowing water in the pipe.

   c. Snake pipe from side to side within the trench.

3. Polyethylene (PE) Pipe:

   a. Join pipe in the manner recommended by manufacturer and in accordance with accepted industry practices.

   b. Snake pipe from side to side within the trench.

c. Double clamp pipe 1-1/2” diameter and larger.

4. UV Radiation-Resistant Polyethylene Pipe:

a. Join pipe in the manner recommended by the manufacturer and in accordance with accepted industry practices.

b. Snake pipe side to side within the trench, on the soil surface, and hold in place with the tubing stakes or landscape fabric staples spaced every five feet. Pipe is not to compressed or crimped by the stake or staple or other construction activity.

5. Fittings: The use of cross types of fittings and /or saddle tees are not permitted.

D. **Specialized Pipe and Fitting:**

1. Copper Pipe:

a. Buff surface to be joined to a bright finish. Coat with solder flux.

b. Solder so that a continuous bead shows around the joint circumference.

2. Galvanized Steel Pipe:

a. Join pipe in the manner recommended by manufacturer and in accordance with accepted industry practices.

b. Use factory-made threads whenever possible. Field-cut threads will be permitted only where necessary. Cut threads on axis using clean, sharp dies.

c. Apply Teflon-type tape or pipe joint compound to the male threads only.

3. Ductile Iron Pipe:

a. Join pipe in the manner recommended by manufacturer and in accordance with accepted industry practices.

b. Insert dielectric union wherever a copper-based metal (copper, brass, bronze) and an iron-based metal (iron, galvanized steel, and stainless steel) are joined.

4. Low-Density Polyethylene Hose: Install per manufacturer’s recommendations.

5. PVC Threaded Connections:

a. Use only factory-formed threads. Field-cut threads are not permitted.

b. Use only Teflon-type tape or Teflon-based paste.

6. Threaded Connections:

   a. When connection is plastic to metal, the plastic component shall have male threads and the metal component shall have female threads.

   b. Make metal-to-metal, threaded connections with Teflon-type tape or pipe joint compound applied to the male threads only.

E. **Thrust Blocks:**

1. Use cast-in-place concrete bearing against undisturbed soil.

2. Size, orientation, and placement shall be as shown on the installation details.

3. Wrap fitting with plastic to protect bolts, joint, and fitting from concrete.

4. Install re-bar with mastic coating as shown on the installation details.

INSTALLATION OF MAINLINE COMPONENTS

A. Main System Shut Off Valve: Install where indicated on the drawing.

B. Winterization Assembly: Install where indicated on the drawing.

C. Backflow Prevention Assembly: Install where indicated on the drawing. Install assembly so that its elevation, orientation, access, and drainage conform to the manufacturer's recommendations and all applicable health codes.

D. Master Valve Assembly: Install where indicated on the drawing.

E. Flow Sensor Assembly: Install where indicated on the drawing.

F. Isolation Gate Valve Assembly: Install where indicated on the drawings. Locate at least 12 inches from and align with adjacent walls or edges of paved areas.

G. Pressure Regulator Assembly: Install where indicated on the drawing. Locate at least 12 inches from and align with adjacent walls or edges of paved areas. Adjust to provide an output pressure of 100 PSI.

H. Quick Coupling Valve Assembly: Install where indicated on the drawings.

I. Manual Drain Valve Assembly: Install where indicated on the drawings and at other low points in the mainline piping.

INSTALLATION OF SPRINKLER AND IRRIGATION COMPONENTS:

A. **Remote Control Valve (RCV) Assembly for Sprinkler and Bubbler Laterals:**

1. Flush mainlines before installation of RCV assembly.

2. Install where indicated on the drawing. Wire connectors and waterproof sealant shall be used to connect control wires to remote control valve wire. Install connectors and sealant per the manufacturer's recommendations.

3. Install only one RCV to a valve box. Locate valve box at least 12 inches from and align with nearby walls and edges of paved areas. Group RCV assemblies together where practical. Arrange grouped valve boxes in rectangular patterns. Allow at least 12 inches between valve boxes.

4. Adjust RCV to regulate the downstream operating pressure.

5. Attach ID tag with controller station number to control wiring.

B. **Sprinkler Assembly:**

1. Flush lateral pipe before installing sprinkler assembly.

2. Install per the installation details at locations shown on the drawings.

3. Locate rotor sprinklers 6 inches from adjacent walls, fences, or edges of paved areas.

4. Locate spray sprinklers 3 inches from adjacent walls, fences, or edges of paved areas.

5. Install sprinklers perpendicular to the finish grade.

6. Supply appropriate nozzle or adjust arc of coverage of each sprinkler for best performance.

7. Adjust the radius of throw of each sprinkler for best performance.

C. **Bubbler Assembly:**

1. Flush lateral pipe before installing bubbler assembly.

2. Install bubbler assembly per the installation details at locations shown on the drawings.

3. Adjust the output flow of each bubbler for performance.

INSTALLATION OF CONTROL SYSTEM COMPONENTS:

A. **Irrigation Controller Unit:**

1. The location of the collector unit as depicted on the drawings is approximate; the engineer/landscape architect/owner's representative will determine the exact site location during sprinkler layout review.

2. Lighting protection: Drive 8-foot copper-clad grounding rod into the soil. If rock prevents driving, bury at least four feet deep. Use one rod for each controller. Connect controller to ground rod with AWG No. 10 solid conductor copper wire. Secure wire to grounding rod with brass or bronze clamp. Locate the connection in a separate valve box.

3. Attach wire markers to the ends of control wires inside the controller unit housing. Label wires with the identification numbers (see drawings) of the remote-control valve to which the control wire is connected.

4. Install a 120-volt, 15-amp switched and grounded 3-prong receptacle with GFCI inside the controller unit housing.

5. Connect control wires to the corresponding controller terminal.

B. **Control Wire:**

1. Bundle control wires where two or more are in the same trench. Bundle with pipe wrapping tape at 10-foot intervals.

2. Control wiring may be chiseled into the soil using a vibratory plow device specifically manufactured for pie pulling and wire installation. Appropriate chisel must be used so that wire is fed into a chute on the chisel, and wire is not subject to pulling tension. Minimum burial depth must equal minimum cover previously listed.

3. Provide a 24-inch excess length of wire in an 8-inch diameter loop at each 90-degree change of direction, at both ends of sleeves and at 100-foot intervals along continuous runs of wiring. Do not tie wiring loop. Coil 24-inch length of wire within each remote-control valve box.

4. Install common ground wire and one control wire for each remote-control valve. Multiple valves on a single control wire are not permitted.

5. If a control wire must be spliced, make splice with wire connectors and waterproof sealant, installed per the manufacturer's instructions. Locate splice in a valve box that contains an irrigation valve assembly, or in a separate 6-inch round valve box.

6. Use same procedure for connection to valves as for in-line splices.

7. Unless noted on plans, install wire parallel with and below PVC mainline pipe.

8. Protect wire not installed with PVC mainline pipe with a continuous run of warning tape placed in the backfill six inches above the wiring.

C. **Instrumentation:**

1. Install sensor per the installation details and manufacturer's recommendations. Install at locations shown on the drawings.

2. Install electrical connections between central control unit components and sensors per manufacturer's recommendations.

D. **Power Wire:**

1. Route power wire as directed on plans. Install with a minimum number of field splices. If a power wire must be spliced, make splice with recommended connector, installed per manufacturer's recommendations. Locate all splices in a separate 10-inch round valve box. Coil 2 feet of wire in valve box.

2. All power wire shall be laid in a trench. The use of a vibratory plow is not permitted.

3. Green wire shall be used as the common ground wire from power source to all satellites.

4. Carefully backfill around power wire to avoid damage to wire insulation or wire connectors.

5. Unless noted on plans, install wire parallel with and below mainline pipe. Install wire 2 inches below top of PVC mainline pipe.

6. Encase wire not installed with PVC mainline pipe in electrical conduit with a continuous run of warning tape placed in the backfill, 6 inches above wiring.

INSTALLATION OF OTHER COMPONENTS:

A. **Tools and Spare Parts:** Prior to the review at completion of construction, supply to the Engineer operating keys, servicing tools, spare parts, test equipment, and any other items indicated in general notes on the drawings.

B. **Other Materials:** Install other materials or equipment shown on the drawings or installation details which are part of the irrigation system, even though such items may not have been referenced in these specifications.

CLEANUP:

Upon completion of work, remove from the site all machinery, tools, excess materials, and rubbish.

MEASUREMENT AND PAYMENT

The completed work as measured for Irrigation will be paid for at the contract unit price for the following contract pay items and includes all material, equipment, and labor to complete these items.

PAY ITEM	PAY UNIT
Sprinkler Assembly	Each
Valve Assembly	Each
1-1/2-inch PVC Mainline	Foot
1-inch Polyethylene lateral line	Foot
1-1/4-inch Polyethylene lateral line	Foot
Communication Cable –two wires	Foot
Irrigation Controller	Each
Rain Sensor	Each
4” PVC Sleeve	Foot
2” PVC Sleeve	Foot
Conduit Stub for Street Light Hanging Basket	Each

END OF SECTION

SECTION 881 – ORGANIC PLANTING SOIL

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. Manufactured soil mix in this section shall hereafter be referred to as Organic Planting Soil or OPS Mix.

B. This Section applies only to the manufacturing and delivery of the planting soil mix to the site. Refer to Finish Grading for subgrade preparation, placement, and final grading.

1.02 SUMMARY

A. Section Includes:

1. All labor, materials, equipment, and testing requirements necessary to provide and mix soil components, and deliver to site as specified herein, including but not necessarily limited to the following:

   a. Construct the specified Organic Planting Soil profile using the specified materials and techniques as contained herein, on the drawings.

      1) Imported or 'Off the shelf' products from authorized soil manufacturing facilities or suppliers.

2. Test, furnish and deliver all soil materials, including off-site borrow soils and soil amendment materials, such as composted materials, used in the OPS mix or per detail sections shown on the drawings.

1.03 REFERENCES AND STANDARDS

A. The following references are used herein and shall mean:

1. ASTM: American Society of Testing Materials
2. NCR221: Recommended Soil Testing Procedures for the North Central Region
3. SSSA: Soil Science of America, Methods of Soil Analysis, Part 1 & Part 3
4. TMECC: Test Methods for the Examination of Composting and Compost
5. USDA: United States Department of Agriculture
6. USEPA: United States Environmental Protection Agency

B. Standard Specifications: Regional, State or Municipal Standard Specification Documentations for the location of proposed usage.

1.04 DEFINITIONS

A. Compost: An organic material that has been aerobically composted and stabilized from feedstocks such a green waste (yard debris), biosolids or other suitable organic materials.

B. Debris or Deleterious Materials: Elements including, but not limited to, concrete, concrete masonry, wood, excavated rock and rock fragments, rubble, overburden soils, abandoned utility structures, trash, refuse, and litter.

C. Finish Grade: Elevation of finished surface of a Soil System after specified compaction and natural settling.

D. Sand: A naturally occurring mineral that has been processed to remove coarse gravel, silt and clay and sized to meet the specifications.

E. Soil: A mineral soil from the A Horizon or B Horizon of a well-drained site and having a USDA soil texture classification of a Sandy Loam – Loamy Sand and an organic matter content of not greater than 3% by weight as specified below.

F. Soil System: Exclusive to this technical specification section, a profile consisting of the native topsoil blended with an approved composted material.

G. Subgrade: Surface or elevation of subsoil remaining after completing excavation or backfill of soils or other materials immediately beneath transition mix or other Soil System.

H. Transition Layer: The specified soil mix (in this case = OPS) is homogeneously blended into the existing native soil substrate to create a conversion layer between the native and specified soil mix (OPS). Transitions mixes and depths vary pending specified soil mix and plantings. Refer to drawings for depths.

1.05 SUBMITTALS

A. Refer to and comply with specifications for submittal procedures and criteria.

B. Product Data: Submit technical descriptive data for each manufactured or packaged product of this Section. Include manufacturer's product testing and analysis and installation instructions for manufactured or processed items and materials.

1. Locations: Submit locations of material sources and suppliers.

C. Soil System Components and Soil Mix Suppliers

1. Landscape Architect shall have the right to reject any soil supplier.
2. Soil mix suppliers shall have a minimum of 5-years of experience at supplying “Manufactured” type soils.
3. Submit supplier name, address, email, telephone, and fax numbers and contact name.
4. Submit certification that accepted supplier can provide enough materials and mixes for the entire project and within the limitations of the Project Schedule.

D. Certificates: Submit certified analysis for each chemical soil amendment and fertilizer material specified (specimen label) and as used (product label). Including guaranteed analysis and weight for packaged materials.

E. Soil System Testing Submittals: Engage an independent testing agency to qualify the Organic Planting Soil (OPS) components and specified final planting mixes. The Contractor shall submit representative samples of all component materials which are intended to be used to make mixes and all final mixes to an agricultural soil testing laboratory acceptable to the Landscape Architect.

1. All soil tests shall be performed in accordance with the current methods provided by ASTM, SSSA or USEPA, unless otherwise noted. All reports prepared by the testing laboratory shall be sent to the Landscape Architect for approval. Samples of all soil materials to be brought to the site must be approved before delivery.

2. After reviewing the Testing Agency report and as directed by the Landscape Architect, deficiencies in the sand, organic materials, mix components or final soil mix are to be corrected by the Contractor.
3. Soil Component Submittals shall include the following:
    a. Date issued.
    b. Project Title and names of Contractor and supplier.
    c. Testing laboratory name, address and telephone number, and name(s), as applicable, of each field inspector or laboratory contact.
    d. Date, place, and time of sampling or test, with record of temperature and weather conditions.
    e. Location of material source.
    f. Type of test.
    g. Results of tests including identification of deviations from acceptable ranges.
    h. Soil pH and Buffer pH Test.
    i. Analysis for levels of heavy metals to include arsenic, cadmium, chromium, copper, lead, mercury, nickel, selenium, and zinc. Test results shall be cited in milligrams per kilogram dry weight with comparisons to USEPA 40 CFR Table 3 of 503.13 Pollutant Concentrations.
    j. Particle size analysis shall be performed and compared to the USDA Soil Classification System per ASTM D422 (hydrometer test). The USDA sand and gravel classifications shall be determined on material retained on the #270 sieve following a wet washing procedure.
    k. Deleterious materials shall be determined by ASTM D 5286.
    l. Percent of organic matter by weight shall be determined by ASTM D 2974 Method C, loss on ignition at 440ºC.
    m. Saturated hydraulic conductivity shall be determined by ASTM F1815.
    n. Analysis for nutrient levels in parts per millions or pound per acre including Nitrate Nitrogen, Phosphorus, Potassium, Calcium, Magnesium, Iron, Manganese, Zinc, Copper, Boron and Sodium as Exchangeable Sodium Percentage (ESP) per NCR221.
    o. Soluble salts shall be determined by electrical conductivity of a 1:2 soil/water slurry reported in millimhos per cm.
    p. Cation Exchange Capacity (CEC) per NCR221 using the ammonium acetate method.
    q. Soil analysis reports shall also show recommendations for soil additives, including organic and inorganic soil amendments, necessary to accomplish mix objectives noted.
4. Compost Component Testing Submittals
    a. Report (s) of analyses from producers of composted organic materials are required. The compost shall be analyzed using the USCC STA test methods and reporting format, unless otherwise noted. Submit USCC STA Compost Technical Data Sheet for the delivered compost and dated within 9 months of delivery
        1) Contact the testing laboratory to review testing and sampling requirements before sending samples.

b. Composted organic amendments shall be sampled according to the Michigan Dept. of Environmental Quality, State Law / Legislation Code: Part 115, Solid Wastes Management, 1994 PA 451.

c. Maintain clear and concise records of testing and sampling procedures.

F. Testing Agencies: The following firms are acceptable testing agencies for the various components.

1. Soils and mixes shall be determined by an A2LA Accredited Lab, such as Turf Diagnostics and Design, 613 E. 1st Street, Linwood, KS, 66052, tel. 855-769-4231, www.turfdiag.com or other qualified soil physical testing laboratory approved by the Landscape Architect.

a. Certified Local Agencies may be used pending approval by Landscape Architect.

2. Although the report(s) may contain the laboratory's comments or recommendations to the Landscape Architect regarding amendment requirements or procedures, the report shall not be interpreted as prescribing or dictating procedures or indicating quantities of soil materials for the work of this Contract.

3. Changing testing laboratories during the mix development phase or for quality assurance testing must be authorized by the Landscape Architect.

G. Statement(s) of Qualifications: Submit within 45 days of notice to proceed to confirm qualifications of the selected testing agencies.

H. Submit samples of all listed materials to the Landscape Architect for approval:

1. Topsoil, each source, 5 lb. packaged.

2. Compost, each source, 5 lb. packaged.

3. Organic Planting Soil (final mix), 5 lb. packaged.

I. Submit for approval at least two weeks prior to installation a written plan for mixing, transporting, and storing materials.

1.06 QUALITY ASSURANCE

A. The OPS mix is comprised of approved topsoil, additional organic amendment, and possibly other soil amendment materials, as determined by the testing laboratory. Each component of the OPS mix must meet the specification and be verified by testing as specified herein, prior to delivery to the site.

B. Soil System Components of the OPS mix will not be accepted unless they meet all submittal, testing and certification requirements including the testing and certification reports in the format specified herein.

C. Inspections and Testing

1. Soil, compost, and other material testing as well as “Soil System Mix” testing required in this Section or additionally required by the Landscape Architect shall be furnished and paid for by Contractor.

2. The Landscape Architect reserves the right to take and analyze at any time such additional samples of materials as deemed necessary for verification of conformance to specification requirements. Contractor shall furnish samples for this purpose upon request and shall perform testing as requested.

3. Samples of individual components to the OPS mix shall be submitted by the Contractor for testing and analysis to the approved testing laboratory.
   a. OPS soil components shall not be used until test reports from the approved testing laboratory have been received and approved by the Landscape Architect.
4. OPS Mix Components and Soil System Mix samples that do not meet the Specifications will require the Contractor to re-submit additional samples for testing. Costs for re-testing will be the responsibility of the Contractor.
   a. When OPS mix samples do not meet specification, make the needed adjustments to the mix per the test result recommendations. Retest new OPS mix sample and resubmit tests reports indicating amendment changes until approved.
5. Observations and periodic testing will be made by the Owner or its designated representative on materials delivered to the site. OPS mix not meeting the requirements of the Specifications shall be removed or amended by the Contractor at no cost to the project.

D. Qualifications:
   1. Testing Laboratory: Experienced person (s) employed by public or private testing laboratory, qualified and capable of performing tests, making soil recommendations, and issuing reports as specified. The Testing Laboratory shall submit a Statement of Qualifications regarding the specified testing. The Testing Laboratory shall be as approved by the Landscape Architect.
   2. It shall be the responsibility of the Contractor to see that the specifications are being adhered to. Failure of the Landscape Architect to immediately reject unsatisfactory workmanship or to notify the Contractor of his/her deviation from the specifications shall not relieve the Contractor of his/her responsibility to repair and/or replace unsatisfactory work.

E. Pre-Installation Conferences: Person(s) responsible for soil preparation and mixes of this Section shall attend Pre-Installation Conference(s) to coordinate with work of other sections.

1.07 PROJECT CONDITIONS

A. Investigate the conditions of site and public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, ingress and egress of this work site. Conform to all governmental regulations regarding the transportation of materials to, from, and at the job site, and secure in advance such permits as may be necessary.

B. Environmental Requirements for Soils, Soil Components and Soil System Mixes:
   1. Perform both off-site mixing and on-site soil work only during suitable weather conditions. Do not work or place soil when frozen, excessively wet, or dry, or in otherwise unsatisfactory condition.
   2. Soil Mixes shall not be handled or hauled during rain or wet weather or when near or above the point where maximum compaction will occur.
   3. When stockpiling is permitted, the Contractor shall install silt fence around the perimeter of the stockpile area and maintain the silt fence until the stockpile is removed. Planting Soil Mixes shall be kept in neat and separate piles from other excavated material.

C. Sequencing and Scheduling: Adjust, relate together and otherwise coordinate work of this Section with other Project work as contained in all other Sections of the Project Specifications.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Packaged Materials: Deliver packaged materials to the location where soils are to be mixed, in unopened bags or containers, each bearing the name, guarantee, and trademark or the producer, material composition, manufacturer's certified analysis, and the weight or the material. Retain packages for the Landscape Architect.

B. Store and handle packaged materials in strict compliance with manufacturer's instructions and recommendations. Protect all materials from weather, damage, and theft.

C. Soil mixes or amendment materials stored on site temporarily in stockpiles prior to placement shall be protected from intrusion of contaminants and erosion. All temporary storage means, and methods shall be approved by the Landscape Architect.

D. After mixing, soil mixes shall be covered with a tarpaulin until time of actual use and protected from contamination, excessive rainfall, excess water entering the site or erosion.

E. Stockpiling

1. On-site and Certified Mixing Facility stockpiles should be restricted to no more than the needs of what can be used in a 72-hr. period. Under no circumstances shall on-site or off-site stored material exceed 500 cubic yards.

2. Stockpiles should be no more than 6 feet in height to prevent anaerobic conditions within the pile. Stockpiled composts should be turned every other week (unless otherwise instructed by the Landscape Architect) to prevent anaerobic conditions excessive water absorption and anaerobic conditions. Storage areas for topsoil, soil components or planting system mixes shall be constructed on well drained land, away from the stream.

PART 2 - PRODUCTS

2.01 GENERAL

A. All Organic Planting Soil components shall fulfill the requirements as specified.

B. Site salvaged topsoil will not be permitted for use as an OPS "Soil System Mix" component.

C. For the purposes of this specification, all OPS mix is mixed off site, tested, approved, and imported from a certified facility.

2.02 SOIL SYSTEM MIX – COMPONENT MATERIALS

A. Soil Component

1. A clean, loamy, friable mineral soil free from heavy or stiff clay lumps (3/4'' max dia.), stones, cinders, concrete, brick, roots, sticks brush, litter, plastics, metals, refuse or other deleterious materials in accordance with ASTM D 5286-92.

2. The soil shall be free of herbicides, petroleum-based materials, manures, or other substances of a hazardous or toxic nature which may inhibit plant growth.

3. The soil shall be free of noxious weeds, seeds or vegetative parts of weedy plants that cannot be selectively controlled in the planting.

4. The soil shall be taken from the A Horizon or B Horizon of a well-drained site and have a USDA soil texture classification of a Sandy Loam or Loamy Sand. The soil shall have the following particle size distribution:

U.S.D.A.

Particle Name	Size (mm)	Allowable Limit
Gravel	2.00 – 4,75	Less than 5%
Sand	0.05 – 2.00	70 - 80 %
Silt	0.002 – 0.05	12 - 27 %
Clay	minus 0.002	5 - 15 %

5. Perform the following tests and submit test reports showing the following criteria are met:
   a. The particle size analysis as defined above.
   b. The pH shall be approx. 6.5 to 8.0 (NCR 221)
   c. The soluble salts shall be less than 1.5 mmoh/cm (NCR 221)
   d. The organic matter content shall be 3.0 to 6.0% (ASTM D 2974 Method C)
   e. Certified test results of bulk topsoil stored by certified suppliers must be within the last 12 months from the date of bid opening.
6. Representative samples shall be taken for each 500 cu. yds. of stockpiled soil and submitted to the soil physical testing laboratory for qualification to the specification above.
7. Provide certification from the supplier that the topsoil does not contain any toxic substances harmful to plant growth.

B. Composted Organic Mix Component

1. The organic amendment shall be stable, mature aerobically composted yard debris (green waste) compost. Leaf humus compost, manure composts, biosolids compost, peat, peat-humus, and mushroom compost products are not acceptable.
2. Compost Component Testing submittal results, per the Quality Assurance requirements shall meet the following characteristics:
   a. The compost shall be a homogeneous material essentially free of soil clods, lumps, roots, and stones.
   b. The compost shall have a man-made foreign material (hard plastics, metal, glass, etc.) content less than 1.5% as material retained on a U.S. Std.No.5 (4 mm) sieve (TMECC 03.06)
   c. The compost shall be screened such that a minimum of 90% passes a U.S. Std. 3/4" sieve and that no more than 10% passes a U.S. Std. No.10 sieve on a dry weight basis.
   d. The compost shall have a pH of 7.2 to 8.0.
   e. The compost shall have a soluble salts content less than 6.0 millimhos per cm. when determined on a 1:5 compost/water slurry.
   f. The compost shall have an organic matter content of not less than 35% by weight determined by ASTM D2974-87 Method C on material passing a U.S. Std.1/4" sieve.
   g. The compost shall have a carbon to nitrogen (C:N) ratio less than 36:1.
   h. The compost shall have a Solvita® Maturity Index between 6 and 7.
   i. The compost shall have a moisture content of 35% to 65%.
   j. The compost shall have a dry bulk density of 0.17 to 0.35 grams per cubic centimeter (g/cc).
   k. The compost shall be tested for nitrate nitrogen, phosphorus, potassium, calcium,

magnesium, iron, manganese, zinc, copper, boron, and sodium using the SME-DTPA extraction method (NCR-221)

l. The heavy metal content as determined by TMECC 04.06 shall not exceed the following limits:

Element	Concentration Limits (mg/Kg d.w.)
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	50
Nickel	420
Selenium	36
Zinc	2800

m. The compost shall meet all applicable state regulations based on the feedstock type.

n. All compost testing shall be done in conformance with the U.S. Compost Council's publication Test Methods for the Examination of Composting and Compost (TMECC) unless otherwise specified above.

2.03 ORGANIC PLANTING SOIL MIX (OPS):

A. OPS "Soil System" Mix – Non-proprietary Requirements:

1. For bidding, the OPS Mix shall substantially conform to a mix of 4 parts of the approved Soil and 1 part (vol./vol.) of the approved Compost. The actual Soil:Compost ratio will be determined by the soil physical testing laboratory to meet the required performance specification:

   a. Organic Matter Content: 5 to 8 percent

   b. pH Level: 5.5 to 7.8 percent

2. The controlling factor will be the percent (%) organic matter by weight specified for OPS mix. Note that the intended volume ratios of the Organic Amendment (compost) components will be, in large part, determined by the organic matter content of the compost.

B. Uniformly mix components using a mechanical soil blender designed for such purpose.

1. Perform initial tests to confirm compliance with the OPS mixes organic matter content specifications.

2. Follow the OPS System Mix recommendations provided by the soil testing laboratory to achieve the target organic matter content for OPS soil. These test results, when approved, will establish the standard to which all other test results must conform.

3. Provide one sample test from each 500 cu. yds. of manufactured material using the testing as noted above.

C. Adequate quantities of OPS mix shall be provided to attain all design finish grades after compaction at greater than between 80 to 85 percent Proctor. Verify quantities for placement as specified to suit site conditions.

D. Mixing of soil and compost: Add compost as recommended by the testing laboratory to achieve the specified organic matter content for the OPS mix. Other amendments shall not be added to OPS mix unless approved by the Landscape Architect and additional tests have been conducted to verify type and quantity of amendment.

E. After OPS mix has been placed and where organic levels need to be higher for key areas, add and blend in 3 inches of approved composted organic material for every 2 percent increase to the "in-place" OPS mix.

PART 3 - EXECUTION

3.01 GENERAL

A. Spec Section– Finish Grading applies.

END OF SECTION 881

SECTION 882
PLANTINGS

1.0 GENERAL

A. This section includes all labor, tools, machinery, materials, and processes required for the installation, maintenance, and establishment of trees, plants, and seeding until acceptance by owner.

1.1 METHOD OF MEASUREMENT

Measurement shall be as indicated for each plant species. The cost associated with wrapping, bracing, mulching, staking, fertilizing, and watering shall be included in the unit price bid for each item 661 - planting trees, shrubs, perennials, and vines. Refer to planting schedule for additional information pertaining to each plant species.

1.2 BASIS OF PAYMENT

The accepted planting items will be paid for at the contract price designated for each item included in the general summary. All costs for work in this section are to be included in the price. The costs for planting soil mixes shall be included in ITEM SPECIAL: Tree Planting Soil Mix, Furnished and Placed; and ITEM SPECIAL - Sand-Based Structural Soil, Furnished and Placed.

1.3 SUBMITTALS

A. Product data for fertilizers, organic and mineral mulch, pesticides, herbicides and pre-emergent including product label and manufacturer's application instructions.
B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.
C. Product data for tree stabilization and tree grates.
D. Plant warranty printed on installer's letterhead.
E. Qualification data of installer demonstrating capabilities and experience. Include lists of completed projects with project names and addresses, names and address of designer and owner, and other information specified.
F. Nursery tagging/digging schedules and planting schedule indicating anticipated dates and locations for each type of specified planting. Include required digging schedule to meet installation completion date described in this section.
G. Samples of organic and mineral mulch (1-gallon bags).
H. Maintenance instructions: for recommended procedures to be established by city for maintenance of planting areas during a calendar year. Submit before expiration of required initial maintenance periods.

1.4 QUALITY ASSURANCE

A. Installer shall be a qualified landscape installer whose work has resulted in successful plant establishment similar in scope and complexity to this project.
B. Professional membership: installer shall be a member in good standing of the American Nursery and Landscape Association.

C. Experience required: Minimum of five years' experience in landscape installation. Installer to maintain an experienced full-time supervisor on project site when work is in progress. Installer's field supervisor shall have certification as a certified landscape technician - exterior, with installation, maintenance, and irrigation specialty areas, designated clt-exterior and as a state licensed, commercial pesticide applicator.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver packaged materials in original unopened containers showing weight, analysis, and name of manufacturer. Protect materials from moisture and deterioration during delivery and while stored at site.
B. Deliver bulk materials to approved storage areas. Do not dump or store bulk materials near structures, utilities, walkways, and pavements, or on existing turf areas or plants. Each delivery of bulk fertilizers, lime, and soil amendments shall contain appropriate certificates.
C. Trees: deliver spring dug trees. If trees must be summer dug, root balls will need to be enlarged per ANSI Z60.1. Special care shall be given to summer dug trees to ensure their survival if planted in the summer.
D. Do not prune before delivery, except as approved by city forester. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery. Do not drop trees and shrubs during delivery. Contractor shall be responsible for maintaining the stored material off-site in a healthy and vigorous condition until installation. Deliver trees, shrubs, ground covers, and plants after preparations for planting have been completed and install immediately.
E. Deliver plants with waterproof, legible identification labels.
F. Temporary storage: no new plants shall remain in temporary storage over the winter or summer. Plants that are not planted immediately upon delivery shall be protected as follows:

    1. Plants shall remain on the site of the work no longer than 3 days before being planted or placed in storage.
    2. The root balls shall be kept moist, and their solidity carefully preserved. To prevent drying out or freezing, store plants in a compact group with soil, peat moss, sawdust, or other acceptable material placed around and between the balls, so they are completely covered.

G. Do not remove container-grown stock from containers before time of planting.
H. Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition. Handle balled and burlap stock by the root ball.
I. If any plant material appears to be physically damaged, either through abuse or neglect, accidental or intentional, the contractor shall be responsible for removing the plant(s) and replacing them with materials that meet the specifications.
J. Bulbs: unpack bulbs as soon as they arrive. Check the quality, rejecting any soft or mushy bulbs or any that show signs or rot or mildew. If the bulbs cannot be planted immediately, store them in a cool, dry and dark place. Ensure sufficient air circulation.

1.6 PROJECT CONDITIONS

A. Planting restrictions: plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion. Spring: April 1 to June 1, fall: August 15 to October 15.
B. Weather limitations: proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.
C. Notification: notify field engineer and landscape architect in writing at least seven days prior to installation of plant materials.
D. Verify location and extent of underground utilities. Protect existing utilities, paving, and other facilities from damage caused by plant installation.
E. Determine location of underground utilities and perform work in a manner which will avoid damage. Hand excavates, as required.
F. Excavation: when conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify owner before planting.
G. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.
H. Restrict traffic from planting areas. Erect temporary signs and barriers as required.
I. Provide necessary watering equipment required for plant establishment and maintenance period.
J. Plant installation shall not occur until fine grading has been approved in writing by landscape architect.
K. A complete list of plants, including a schedule of sizes, quantities, and other requirements, is included on the drawing. If discrepancies or omissions occur in the plant materials list, the planting plan shall govern.

1.7 PRE-INSTALLATION CONFERENCE

Conduct at the project site with field engineer and landscape architect.

1.8 SEQUENCING

Install plants only after utilities, pavements, irrigation, and other work affecting the ground surface has been completed.

1.9 WARRANTY

A. Warrant plant materials to remain alive and be in a healthy, vigorous growing condition for a period of one year after date of city acceptance.
B. Defects and causes to warranty replacement include death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by city, abnormal weather conditions unusual for warranty period, or incidents that are beyond contractor's control.
C. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period. A limit of one replacement planting will be required, except for losses or replacements due to failure to comply with requirements.
D. Inspection of the plants will be made by the field engineer, city representative, and landscape architect at appropriate intervals, to be determined at the pre-installation conference.

E. Maintain trees and shrubs by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening, and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings.
F. Apply pesticides as required to keep trees and shrubs free of insects and disease.
G. Maintain trees and shrubs for 1-month maintenance following city acceptance of trees and shrubs work.
H. Maintain groundcover and by watering, weeding, fertilizing, and other operations as required to establish healthy, viable plantings.
I. Maintain groundcover for 1-month maintenance following city acceptance of groundcover work.

2.0 PLANT MATERIAL - GENERAL

A. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable at no additional charge. Larger plants shall not be cut back to size indicated.
B. All plants provided shall be nursery grown conforming to ANSI Z60.1 under climatic conditions like those in the locality of the project for a minimum of 2 years.
C. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark growth on all edges.
D. Provide "specimen" plants with a special height, shape, or character of growth. Tag specimen trees or shrubs at the source of supply. When specimen plants cannot be purchased locally, provide sufficient photographs of the proposed specimen plants for approval.
E. Provide plants typical of their species or variety; with normal, densely-developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.

2.1 TREES AND SHRUB MATERIAL

A. Furnish nursery-grown trees and shrubs conforming to ANSI z60.1 American Standard for Nursery Stock, with healthy root systems developed by transplanting or root pruning.
B. Provide plants typical of their species, cultivar, or variety in a healthy, vigorous growing condition with normal, well-shaped, fully developed branching structure free of voids or open spaces in the crown, free of disease, insects, eggs, larvae, and any infestation, and free of defects such as knots, frost crack, sun scald, injuries, abrasions, and disfigurement.
C. Size: provide trees and shrubs of sizes conforming to ansi z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to designer, with a proportionate increase in size of root balls and provided that oversized plants will not be pruned to size indicated.
D. Measurements: measure trees and shrubs according to ansi z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
E. Height of branching shall bear relationship to the size and kind of tree so that the crown of the tree will be in good balance with the trunk as the tree grows. General guideline for branching is one half the height of the tree. Evergreen trees shall be branched to the ground.

F. All trees and shrubs shall be labeled with securely attached, waterproof tag bearing legible designation of botanical and common name and certification. This tag shall remain on the plant through final inspection by the owner and upon approval, removed by the contractor.
G. All trees and shrubs shall be no. 1 grade specimen plants with growth and branching habit typical of the specified condition. No park grade (no. 2 or 3 grade) plants will be accepted.
H. All trees within a species shall have matching form. All plant material shall be of the size and type specified. If substitutions are required, all substitutions must be approved by the landscape architect.
I. Use only burlap and jute twine on b & b stock. No plants will be accepted with plastic burlap or plastic twine.
J. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
K. Dig balled and burlap-wrapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feed root system necessary for full recovery of the plant. Cracked or mushroomed balls are not acceptable. Root balls shall be no smaller than 11" in diameter for each 1" in caliper specified.
L. Trees with a main trunk forming a "y" shape are unacceptable:

    1. Excurrent growth habit, while young, (e.g.: Acer, Celtis, Fraxinus, Liriodendron, Platanus, Quercus, Tilia, etc.) With a single main trunk with one obvious, dominant leader. Trees with a "bayonetted" leader that have the main trunk forming a "Y" shape are unacceptable.
    2. Decurrent growth habit, while young: (e.g.: Cornus, Hibiscus, Malus, many Prunus, Syringa, Viburnum, etc.) May have co-dominant leaders but main leaders that form a "Y" shape or possess an acute angle of attachment (with included bark) with the main stem are unacceptable.
    3. Trees that are fastigiate or columnar having acute angles of branch attachment (e.g.: Carpinus Betulus "Columnaris", Fagus Sylvatica "Dawyck") must have a structurally sound main scaffold, and trunks that form a "Y" shape are unacceptable.

M. Shrubs and small plants shall meet the requirements for spread and height indicated in the plant list. The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.

    1. Single stemmed or thin plants will not be accepted.
    2. Side branches shall be fully developed, well twigged, balanced, and full to the ground.

N. Plants may be inspected and approved at the place of growth for compliance with specification requirements for quality, size, and variety.

    1. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
    2. Inspection of plants by the city representative and landscape architect before digging shall be an option.

2.2 GROUNDCOVERS AND HERBACEOUS PLANTS

Furnish ground covers and herbaceous plants established and well rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ansi z60.1 for the pot size indicated and per plant list. Bottom of pots shall be opened or 'pinched' prior to installation.

2.3 PRODUCTS

A. Commercial fertilizer: commercial-grade complete fertilizer of neutral character, consisting of fast-and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium.

   1. Agriform 21gpt planting tablets, 21-gram weight, 20-10-5 by analysis, 2-year formula. A.m. leonard, inc., 1-800-433-0633.

B. Slow-release fertilizer: granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the composition recommended to remedy deficiencies found in soil tests.

C. Organic mulch:

   1. Mulch shall be a finely shredded double processed hardwood mulch of uniform texture and size and shall be a slow decomposing all organic material. It shall not contain an excessive amount of acid that may adversely affect plant growth. Shredded mulch shall be aged to be uniformly dark brown in color. Mulch application shall be raked smooth, pre-emergent herbicide applied, and then mulched to a depth of 3", and then thoroughly watered.
   2. Shredded hardwood shall be aged (stockpiled) at least six months prior to placement around plants and shall be free of all ash species material. Mulch shall be as noted on details and placed to a 3" depth unless noted otherwise.

D. Mineral mulch: mineral mulch for tree grate installations: hard, durable stone, washed free of loam, sand, clay, and other foreign substances, of following type, size range, and color:

   1. Type: pea gravel
   2. Size range: 3/8 inch.
   3. Color: charcoal gray

E. Tree stabilization:

   1. Above grade stabilization: 2-inch x 2-inch hardwood stakes with arborties.

F. Pesticides: registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

G. Pre-emergent herbicide (selective and non-selective): effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer. Post-emergent herbicide (selective and non-selective): effective for controlling weed growth that has already germinated.
H. Antidesiccant: water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's instructions.
I. Tree pit sumps: #57 washed, uncrushed drainage aggregate.
J. Water: potable and from a clean drinking water source.

3.0 SCHEDULING

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Spring Planting: March 1 to June 1.
2. Fall Planting: September 1 to Nov. 15.

B. No planting shall be done on frozen ground or when the temperature is 32 Degrees Fahrenheit or lower.

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable, and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by owner and replace with new planting soil.
D. Begin plant installation only after finished grading has been approved in writing by owner and landscape architect. Examine planting areas to verify they are ready to receive work under this section. Start of installation constitutes acceptance of work by other trades.
E. Begin plant installation only after all submittals for soil testing, analysis, and required amendments have been identified, reviewed, and accepted in writing by owner and landscape architect.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

3.3 FINISH GRADING

Specified under planting soils furnished and placed.

3.4 LAYOUT OF PLANT MATERIAL

A. Lay out individual tree locations and areas for multiple plantings. Stake locations, outline areas, and secure owner acceptance before the start of planting work. Adjust as required. Excavate to dimensions shown on drawings. Spread soils per plan as described on landscape soils plan sheets and associated details.
B. The locations of the proposed trees and shrubs are approximate and may be re-arranged at the direction of the landscape architect when obstructions are encountered.

3.5 PLANTING

A. Where trees and shrubs are shown on the plans, the individual plant pits shall be dug on centers per the spacing noted on the landscape plans.
B. Plant pits shall be excavated as shown on the drawings. Where obstructions are encountered allow for a minimum of 12" (inches) of backfill mixture around the sides of the balls. The bottom of the hole shall be dug no deeper than the root ball to be planted.
C. Remove all rock or other obstructions encountered in excavation to a depth of not less than 3' and no less than 6" below bottom of ball or roots.
D. If an auger is used in digging plant pits and polished (shiny) sides occur in clay or heavy soil, the use of such an auger shall be discontinued and the holes shall be dug with a backhoe or another approved method.
E. Test drain beds and pits by filling with water twice in succession. Conditions permitting retention of water for more than 24 hours shall be brought to the attention of the engineer.
F. Root prune container grown plants before planting. Cut sides with 3 to 5 vertical slashes and make 1 to 2 cuts at bottom of container formed roots.
G. Set balled and burlap stock plumb and in center of pit or trench with first root / root collar to grades as indicated. Place tree stock on setting layer of compacted planting soil.
H. Set plant material in the pit to proper grade and alignment as it held before. Set plants upright, plumb and faced to give the best appearance or relationship to each other or adjacent structure. Set plant material no more than 1"above the finish grade.
I. Do not use planting stock if ball is cracked or broken before or during planting operation.
J. After balled and burlap trees are set, place soil mix around bases of balls and fill all voids. Use 2 fertilizer tablets for each tree of 2 1/2" caliper or less, use 3 tablets for trees of 3" caliper or greater. Thoroughly compact and water planting soil mixture around balls. No filling will be permitted around trunks or above stems. Backfill the pit with planting mixture. Do not use frozen or muddy mixtures for backfilling. Form a ring of soil around the edge of each pit to retain water. To compensate for shrinkage, fix finished grade of planting soil mixture before watering at an elevation higher than desired finished grade.
K. Remove all burlap, ropes, and wires from the top 1/3 of balls. All plasticized burlap, containers and twine must be removed and disposed of off-site. The top section of wire baskets shall be bent backward into the plant pit or cut away so that no metal protrudes above grade. All nursery marking ribbon and liner tags shall be removed. However, tree species/cultivar tags shall not be removed by anyone other than the city representative.

L. Install stabilization and bracing according to planting details.
M. Set container-grown stock plumb and in center of plant pit or trench with first root / root collar to grades as indicated. Carefully remove containers so as not to damage root balls. Place stock on setting layer of compacted planting soil.
N. The groundcover planting holes shall be dug through the mulch. Before planting, biodegradable pots shall be split, and non-biodegradable pots shall be removed. Root systems of all potted plants shall be split or crumbled. The groundcover plants shall be planted such that the roots of the plant are surrounded by soil below the mulch. Potted plants shall be set so that the top of the pot is even with the existing grade. Spacing to the plants shall be at an equal distance apart as specified on the plans. Water the entire groundcover bed.
O. Prune according to ANSI a300 standard, limit to broken damaged, or diseased branches. Do not cut tree leaders. Prune shrubs to retain natural character. Shrub sizes indicated are size after pruning.

3.6 ESTABLISHMENT AND MAINTENANCE

A. Provide full maintenance by skilled employees of landscape installer.
B. Maintenance shall begin immediately after each plant is planted and continue until acceptance in writing by owner and landscape architect.
C. Plants shall be watered, mulched, and pruned, weed growth controlled and otherwise maintained as needed. Settled plants shall be raised and realigned and tree stabilization tightened and repaired.
D. Apply treatments as required to keep plants free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
E. Install and maintain temporary piping, hoses, and watering equipment to convey water from sources. Lay out temporary watering system to avoid walking over muddy or newly planted areas. Water plants at rate required to maintain health and vigor unless rainfall precipitation is adequate.
F. Watering: The contractor is required to furnish, deliver, apply, measure, and schedule a sufficient amount of water necessary to keep each plant alive throughout the one-year warranty period. Thoroughly water all plant material at the time of planting regardless of soil moisture content. Continue to water throughout the warranty period.
G. After acceptance: The owner will begin maintenance upon project acceptance. It shall be the responsibility of the owner to weed, mulch, and prune as necessary for the continuous vigor of the plants.
H. The contractor shall warranty all plants to be in satisfactory growing condition and to live for a period of one year from completion of project. All plants installed prior to December 31st shall be guaranteed to break into growth (not just bud break), the following spring. Plants will be replaced once during the guarantee period.
I. Replant as required according to the specifications of the original material. Replacement plants are subject to a new period of establishment.

3.7 CLEANING AND PROTECTION

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Repair any damage.

END OF SECTION

SECTION 884 – SAND-BASED STRUCTURAL SOIL

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. The Specified Soil Mix in this section shall be manufactured off-site and hereafter be referred to as SBSS (Sand Based Structural Soil).

B. This Section applies only to the manufacturing and delivery of the planting soil mix to the site. Refer to Section 32 20 19 – Finish Grading for subgrade preparation, placement, and final grading.

1.02 SUMMARY

A. Section Includes:

1. All labor, materials, equipment, and testing requirements necessary to complete soil component selection, soil preparation, and mixing as shown on the drawings and specified herein, including but not necessarily limited to the following:

   a. Construct the specified Soil Mix profile using the specified materials and techniques as contained herein, on the drawings.

      1) Imported or 'Off the shelf' products from authorized soil manufacturing facilities or suppliers.

2. Test, furnish, and deliver specified soil materials, and other soil amendments specified or required by Testing Analysis results for use in the Soil Systems.

1.03 REFERENCES AND STANDARDS

A. The following references are used herein and shall mean:

1. ASTM: American Society of Testing Materials
2. NCR221: Recommended Soil Testing Procedures for the North Central Region
3. SSSA: Soil Science of America, Methods of Soil Analysis, Part 1 & Part 3
4. TMECC: Test Methods for the Examination of Composting and Compost
5. USDA: United States Department of Agriculture
6. USEPA: United States Environmental Protection Agency

1.04 DEFINITIONS

A. Compost: An organic material that has been aerobically composted and stabilized from feedstocks such a green waste (yard debris), biosolids or other suitable organic materials.

B. Debris or Deleterious Materials: Elements including, but not limited to, concrete, concrete masonry, wood, excavated rock and rock fragments, rubble, overburden soils, abandoned utility structures, trash, refuse, and litter.

C. Finish Grade: Elevation of finished surface of a Soil System after specified compaction and natural settling.

D. Sand: A naturally occurring mineral that has been processed to remove coarse gravel, silt and clay and sized to meet the specifications.

E. Soil: A mineral soil from the A Horizon or B Horizon of a well-drained site and having a USDA soil texture classification of a Clay Loam - Loam and an organic matter content of not greater than 3% by weight as specified below.

F. Soil System: Exclusive to this technical spec section, a profile consisting of the native topsoil blended with an approved sand material.

G. Subgrade: Surface or elevation of subsoil remaining after completing excavation or backfill of soils or other materials immediately beneath transition mix or other Soil System.

H. Transition Layer: The specified soil mix (in this case = SBSS) is homogeneously blended into the existing native soil substrate to create a conversion layer between the native and specified soil mix (SBSS). Transitions mixes and depths vary pending specified soil mix and plantings. Refer to drawings for depths.

1.05 SUBMITTALS

A. Refer to and comply with specifications for submittal procedures and criteria.

B. Product Data: Submit technical descriptive data for each manufactured or packaged product of this Section. Include manufacturer's product testing and analysis and installation instructions for manufactured or processed items and materials.

1. Locations: Submit locations of material sources. Submit location of mixing site(s).

C. Soil System Components and Soil Mix Suppliers

1. Landscape Architect shall have the right to reject any soil supplier.
2. Soil mix suppliers shall have a minimum of 5-years of experience at supplying custom planting mixes.
3. Submit supplier name, address, email, telephone, and fax numbers and contact name.
4. Submit certification that accepted supplier can provide enough materials and mixes for the entire project and within the limitations of the Project Schedule.

D. Certificates: Submit certified analysis for each chemical soil amendment and fertilizer material specified (specimen label) and as used (product label). Including guaranteed analysis and weight for packaged materials.

E. Soil System Testing Submittals: Engage an independent testing agency to qualify SBSS components and specified soil mixes. The Contractor shall submit representative samples of all component materials which are intended to be used to make mixes and all final mixes to an agricultural soil testing laboratory acceptable to the Landscape Architect.

1. All tests shall be performed in accordance with the current methods provided by ASTM, SSSA or USEPA, unless otherwise noted. All reports prepared by the testing laboratory shall be sent to the Landscape Architect for approval. SBSS Base Mix and SBSS Planting Mix brought to the site must be approved before delivery.
2. After reviewing the Testing Agency report and as directed by the Landscape Architect, deficiencies in the sand, organic materials, mix components or final soil mix are to be corrected by the Contractor.
3. Sand and Soil Component Test reports shall include the following:

a. Date issued.

b. Project Title and names of Contractor and supplier.

c. Testing laboratory name, address and telephone number, and name(s), as applicable, of each field inspector or laboratory contact.

d. Date, place, and time of sampling or test, with record of temperature and weather conditions.

e. Location of material source.

f. Type of test.

g. Results of tests including identification of deviations from acceptable ranges.

h. Soil pH and Buffer pH Test.

i. Analysis for levels of heavy metals to include arsenic, cadmium, chromium, copper, lead, mercury, nickel, selenium, and zinc. Test results shall be cited in milligrams per kilogram dry weight with comparisons to USEPA 40 CFR Table 3 of 503.13 Pollutant Concentrations.

j. Particle size analysis shall be performed and compared to the USDA Soil Classification System per ASTM D422 (hydrometer test). The USDA sand and gravel classifications shall be determined on material retained on the #270 sieve following a wet washing procedure.

k. Deleterious materials shall be determined by ASTM D 5286.

l. Percent of organic matter by weight shall be determined by ASTM D 2974 Method C, loss on ignition at 440° C.

m. Saturated hydraulic conductivity shall be determined by ASTM F1815.

n. Analysis for nutrient levels in parts per millions or pound per acre including Nitrate Nitrogen, Phosphorus, Potassium, Calcium, Magnesium, Iron, Manganese, Zinc, Copper, Boron and Sodium as Exchangeable Sodium Percentage (ESP) per NCR221.

o. Soluble salts shall be determined by electrical conductivity of a 1:2 soil/water slurry reported in millimhos per cm.

p. Cation Exchange Capacity (CEC) per NCR221 using the ammonium acetate method.

q. Soil analysis reports shall also show recommendations for soil additives, including organic and inorganic soil amendments, necessary to accomplish mix objectives noted.

F. Testing Agencies: The following firms are acceptable testing agencies for the various components.

1. SBSS physical analysis on Sands, Soils and mixes shall be determined by an A2LA Accredited Lab, such as Turf Diagnostics and Design, 613 E. 1st Street, Linwood, KS, 66052, tel. 855-769-4231, www.turfdiag.com or other qualified soil physical testing laboratory approved by the Owner’s Representative.

   a. Certified Local Agencies may be used pending approval by Owner’s Representative.

2. Although the report(s) may contain the laboratory's comments or recommendations to the Owner’s Representative regarding amendment requirements or procedures, the report shall not be interpreted as prescribing or dictating procedures or indicating quantities of soil materials for the work of this Contract.

3. Changing testing laboratories during the mix development phase or for quality assurance testing must be authorized by the Landscape Architect.

G. Statement(s) of Qualifications: Submit within 45 days of notice to proceed to confirm qualifications of the selected testing agencies.

H. Submit samples of all listed materials to the Landscape Architect for approval:

1. Sand, each source, 2-4 lbs. packaged.
2. Topsoil, each source, 2-4 lbs. packaged.
3. SBSS Mix, as specified, 5 lbs. packaged.

I. Submit for approval at least two weeks prior to installation a written plan for mixing, transporting, storing, placing, and settling installed materials.

1.06 QUALITY ASSURANCE

A. Mix component (s) will not be accepted unless they meet all submittal, testing and certification requirements including the testing and certification reports in the format specified herein.

B. Inspections and Testing

1. Sands, soils, and other materials testing, as well as Soil System Mix testing required in this Section or additionally required by the Landscape Architect shall be furnished and paid for by Contractor.
2. The Landscape Architect reserves the right to take and analyze at any time such additional samples of materials as deemed necessary for verification of conformance to specification requirements. Contractor shall furnish samples for this purpose upon request and shall perform testing as requested.
3. Samples of all individual Soil System Components shall be submitted by the Contractor for testing and analysis to the approved testing laboratory.
   a. Soil System Components for the SBSS Mix shall not be used until test reports from the approved testing laboratory have been received and approved by the Landscape Architect.
   b. Soil System Components or Samples that do not meet the Specifications will require the Contractor to re-submit additional samples for testing. Costs for re-testing will be the responsibility of the Contractor.
   c. When SBSS System Mixes do not meet specification, make the needed adjustments to the mix, and retest the soil mix per the test results recommendations. Retest new Soil System Mix sample and resubmit tests reports indicating amendment changes until mix meets specification.
4. Observations and periodic testing will be made by the Owner or its designated representative on materials delivered to the site. Any Soil System Mixes not meeting the requirements of the Specifications shall be removed by the Contractor at no cost to the project.
5. As necessary, make all mix amendments to achieve the required specifications and resubmit tests reports indicating amendment changes until approved.

C. Qualifications:

1. Testing Laboratory: Experienced person or persons employed by public or private testing laboratory, qualified and capable of performing tests, making soil recommendations, and

issuing reports as specified. The Testing Laboratory shall submit a Statement of Qualifications regarding the specified testing. The Testing Laboratory shall be as approved by the Landscape Architect.

2. It shall be the responsibility of the Contractor to see that the specifications are being adhered to. Failure of the Landscape Architect to immediately reject unsatisfactory workmanship or to notify the Contractor of his/her deviation from the specifications shall not relieve the Contractor of his/her responsibility to repair and/or replace unsatisfactory work.

D. Pre-Installation Conferences: Person(s) responsible for soil preparation and mixes of this Section shall attend Pre-Installation Conference(s) to coordinate with work of other sections.

1.07 PROJECT CONDITIONS

A. Investigate the conditions of site and public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, ingress and egress of this work site. Conform to all governmental regulations regarding the transportation of materials to, from, and at the job site, and secure in advance such permits as may be necessary.

B. Environmental Requirements for Soils, Soil System Components and Soil System Mixes:

1. Perform off-site mixing only during suitable weather conditions. Do not work soil when frozen, excessively wet, or dry, or in otherwise unsatisfactory condition.

2. SBSS mixes shall not be handled or hauled during rain or wet weather or when near or above the point where maximum compaction will occur.

3. When stockpiling is permitted, the Contractor shall install silt fence around the perimeter of the stockpile area and maintain the silt fence until the stockpile is removed. SBSS mix shall be kept in neat and separate piles from other excavated material.

C. Sequencing and Scheduling: Adjust, relate together and otherwise coordinate work of this Section with other Project work as contained in all other Sections of the Project Specifications.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Packaged Materials: Deliver packaged materials to the location where soils are to be mixed, in unopened bags or containers, each bearing the name, guarantee, and trademark or the producer, material composition, manufacturer's certified analysis, and the weight or the material. Retain packages for the Landscape Architect.

B. Store and handle packaged materials in strict compliance with manufacturer's instructions and recommendations. Protect all materials from weather, damage, and theft.

C. SBSS mixes or amendment materials stored on site temporarily in stockpiles prior to placement shall be protected from intrusion of contaminants and erosion. All temporary storage means, and methods shall be approved by the Landscape Architect.

D. After mixing, SBSS shall be covered with a tarpaulin until time of actual use and protected from contamination, excessive rainfall, excess water entering the site or erosion.

E. Stockpiling:

1. On-site and Certified Mixing Facility stockpiles should be restricted to no more than the needs of what can be used in a 72-hr. period. Under no circumstances shall on-site or off-site stored material exceed 500 cubic yards.

2. Stockpiles should be no more than 6 feet in height to prevent anaerobic conditions within the pile. Stockpiled composts should be turned every other week (unless otherwise instructed by the Landscape Architect) to prevent anaerobic conditions excessive water absorption and anaerobic conditions. Storage areas for topsoil shall be constructed on well drained land, away from the stream.

PART 2 - PRODUCTS

2.01 GENERAL

A. Subgrade soils may be site salvaged and used only as subgrade material.

B. Soil component used for SBSS System Mix must be off-site borrow, (no exceptions).

C. All mix components shall fulfill the requirements as specified.

D. Samples of individual components of the Soil System Mix shall be submitted by the Contractor for testing and analysis to the approved testing laboratory.

E. No component for the Soil System Mix shall be used until test reports from the approved testing laboratory have been received and approved by the Landscape Architect.

F. Make all mix amendments to achieve the required specifications and resubmit test reports indicating amendment changes until approved.

G. Verify testing of on-site sub-soils for suitability of placement and compaction is per specifications and sub-surface drainage is adequate.

H. All testing requirements shown below must be adhered to and meet specifications.

2.02 SOIL MIX - COMPONENT MATERIALS

A. Sand Component

1. The sand shall be a clean, sharp, natural silica sand that has been suitably washed and classified (sieved). Suitable sands may be referred to in commerce as a uniform, ASTM-33 concrete sand (preferred) or a coarse mason's sand. The selected sand must meet the following U.S.D.A. particle size distribution as well as the other gradation characteristics listed in Part 3 when tested in accordance with the ASTM D-422 using U.S.D.A. particle size classifications.

2. The allowable particle size distribution is as follows:

U.S.D.A. Particle	Percent Class Size (mm)	Retained
Gravel	> 3.34	0 - 3
Fine Gravel	2.00 - 3.34	0 - 10
		Not more than 12% combined Gravel + Fine Gravel
Very Coarse Sand	1.00 - 2.00	10 - 25
Coarse Sand	0.50 - 1.00	20 - 40
Medium Sand	0.25 - 0.50	20 -40
Fine Sand	0.10 - 0.25	0 - 10
Very Fine Sand	0.05 - 0.10	0 - 10
Silt + Clay	> 0.05	0 - 10

(Combined Silt+Clay)

3. Other Gradation Characteristics must fall within the limits specified below:
   a. Fineness Modulus (FM) - 2.5 to 3.2
   b. Coefficient of Uniformity - 2.5 to 3.5 preferred (> 4.1 acceptable)
4. The sand shall meet the following specifications. Perform the following tests and submit test reports showing the following criteria are met:
   a. The particle size analysis/distribution as defined above.
   b. The pH shall be 5.5 to 8.0.
   c. The soluble salts shall be less than 0.5 mmoh/cm (NCR 221).
   d. The organic matter content shall be less than 1.0% (ASTM D 2974 Method C).
   e. The material drainage rate shall be greater than 20 inches per hour and the total porosity shall be greater than 40 percent when compacted and tested at 85 percent Proctor.
5. Provide certification from the supplier that the sand does not contain any toxic substances harmful to plant growth.

B. Soil Component

1. Off-site (borrow) soils meeting the specifications below are to be used as the soil component for the SBSS Mix. The source or location of the soil used shall be communicated to the Owner's Representative.
2. Soils shall be clean, loamy, friable mineral soil essentially free from heavy or stiff clay lumps (3/4'' max dia.). Once qualified for SBSS use, soil shall be processed and screened to meet this requirement.
3. Soils shall be essentially free of stones, cinders, concrete, brick, roots, sticks brush, litter, plastics, metals, refuse or other deleterious materials in accordance with ASTM D 5286-92. The soil shall be free of herbicides, petroleum-based materials, manures, or other substances of a hazardous or toxic nature which may inhibit plant growth.
4. The soil shall be free of noxious weeds, seeds or vegetative parts of weedy plants that cannot be selectively controlled in the planting.
5. The soil shall be taken from the A Horizon or B Horizon of a well-drained site and have a USDA soil texture classification of a Sandy Loam or Loamy Sand. The soil shall have the following particle size distribution:

U.S.D.A. Particle Name	Size (mm)	Allowable Limit
Gravel	2.00 – 4,75	Less than 5%
Sand	0.05 – 2.00	70 - 80 %
Silt	0.002 – 0.05	12 - 27 %
Clay	minus 0.002	5 - 15 %

6. Perform the following tests and submit test reports showing the following criteria are met:
   a. The particle size analysis as defined above.
   b. The pH shall be approx. 6.5 to 8.0 (NCR 221).

c. The soluble salts shall be less than 1.5 mmoh/cm (NCR 221).

d. The organic matter content shall be 3.0 to 6.0 percent (ASTM D 2974 Method C).

e. Certified test results of bulk soils stored by certified suppliers must be within the last 12 months from the date of bid opening.

7. Representative samples shall be taken for each 500 cu. yds. of stockpiled soil and submitted to the soil physical testing laboratory for qualification to the specification above.

8. Provide certification from the supplier that the soil does not contain any toxic substances harmful to plant growth.

2.03 SAND BASED STRUCTURAL SOIL MIX (SBSS)

A. Adequate quantities of SBSS Soil Mix shall be provided to attain all design finish grades after compaction at greater than 95 percent Proctor (ASTM D698-12). Verify quantities for placement as specified to suit site conditions.

B. For bidding, the SBSS Mix shall substantially conform to a mix of 4 parts approved Sand Component and 1 part (vol./vol.) approved Soil Component. The actual Sand to Soil ratio will be determined by the soils physical testing laboratory meeting the required performance specification shown below.

C. At least six weeks prior to mixing at a certified mixing facility, submit to the physical soil testing laboratory a 4-gallon volume (minimum) of the approved Sand and a 4-gallon volume (minimum) of the approved Soil.

D. Using the approved sand and the approved soil, instruct the Soil Testing Laboratory to provide a SBSS Mix design such that the mix contains 75 to 85 percent Sand Component, with 15 to 25 percent Soil Component (Silt + Clay). The Organic matter content derived only from the organic matter contributed from the soil component shall be less than 3 percent.

E. Manufacture 10 to 20 cu. yds. of SBSS Soil Mix using the Sand to Soil ratio specified by the laboratory using a mechanical soil blender designed for such purpose. Submit a representative sample, of not less than 5 pounds, to the soil physical testing laboratory for comparison to the test mix prepared by the soil physical testing laboratory.

F. If the manufactured SBSS Mix results do not substantially match the laboratory test mix, manufacture another 20 to 30 cu. yds. following the recommendations provided by the soil testing laboratory. Repeat as necessary until the test results substantially match.

1. The final test results and criteria, when approved by the Landscape Architect, shall establish the standard to which all subsequent SBSS Mix tests must conform.

G. The SBSS Mix shall have one sample tested for particle size distribution only from each 500 cu. yds. of manufactured material prepared.

2.04 FERTILIZERS AND OTHER SOIL AMENDMENT MATERIALS

A. Fertilizers and other soil amendment materials will only be used based on results of the approved final mix soil analysis and the recommendations of a qualified landscape Agronomist.

1. All fertilizers used shall be labeled showing the brand name, minimum guaranteed analysis, nutrients derived from statement, package weight and manufacturer's name and address.

2. Limestone: Ground Agricultural Limestone with a minimum of 88 percent of calcium and magnesium carbonates. Ground limestone material shall have total 100 percent passing the

10-mesh sieve, minimum of 90 percent passing the 20-mesh sieve and a minimum of 60 percent passing the 100 mesh sieve as packaged or prior to pelletizing.

3. Sulfur: Granular, Biodegradable with a minimum 99 percent passing through No. 6 sieve and a maximum 10 percent passing through No. 40 sieve.
4. Agricultural Gypsum: Finely ground product containing a minimum of 90 percent calcium sulfate.

PART 3 - EXECUTION

3.01 GENERAL

A. Spec Section: Finish Grading applies.

END OF SECTION **884**

Exhibit F: Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/9/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2600 S Telegraph Rd
Suite 100
Bloomfield Hills MI 48302

CONTACT NAME: Brad Curtis
PHONE (A/C, No, Ext): 248-758-1026 FAX (A/C, No): 248-332-6396
E-MAIL ADDRESS: Brad_Curtis@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : Amerisure Mutual Insurance Company	23396
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED (313) 481-8200
Sachse Construction and Development Company LLC
3663 Woodward Avenue, Ste 500
Detroit MI 48201

COVERAGES **CERTIFICATE NUMBER:** 735498446 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CPP13259612201	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			CA20870770802	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CU13259622403	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC131340027	7/1/2021	7/1/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CG 7048 - CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT Provides blanket AI to the GL; Primary/Non-Contributory wording; CG2010 equivalent
CG 7049 - CONTRACTORS GENERAL LIABILITY EXTENSION Provides per project agg; blanket WOS; 60 days NOC to the GL coverage
IL 7045 - EARLIER NOTICE OF CANCELLATION Provides 30 day NOC to Auto coverage
CA 7115 - ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT Provides blanket AI; blanket WOS;
WC 0003 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT Provides blanket WOS on the WC coverage

Additional Insured: City of Birmingham

CERTIFICATE HOLDER

City of Birmingham
151 Martin St.
Birmingham MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Birmingham
A Walkable Community

MEMORANDUM

City Manager's Office

DATE: **April 13, 2022**

TO: **City Commission**

FROM: **Thomas M. Markus, City Manager**

SUBJECT: **Commission Item for Future Discussions: City Manager (CM) Selection Process**

BACKGROUND:
I returned to Birmingham on January 1, 2021 as the City Manager under a 2 ½ year agreement ending at the end of June 2023.

During discussions regarding my return, the City Commission expressed the desire for me to develop a succession plan for the City Manager's office. The city placed ads and pursued recruitment opportunities to appoint a new assistant city manager. The process concluded upon the appointment of Jana Ecker to the Assistant City Manager position. Upon Jana Ecker's appointment I also added more responsibility to Melissa Fairbairn's role as Assistant to the City Manager. While I recognize that the City Commission has the authority and responsibility for the appointment of the City Manager, I have been working with both Ms. Ecker and Ms. Fairbairn to strengthen their knowledge and skills to be able to assume the respective roles of City Manager and Assistant City Manager should the City Commission decide to appoint Ms. Ecker to the City Manager role. The City Manager has the appointment authority for the Assistant City Manager position.

Not only have I attempted to mentor and coach both Ms. Ecker and Ms. Fairbairn to understand the role and function of the City Manager positions, I have engaged the Administrative staff and the department heads to give both assistants a deep dive into the operations of the various departments operations and functions. Both of the assistants have attended a number of training sessions, meetings, conferences and various City, County, and intergovernmental board and committee meetings to further their knowledge of the manager's role in all aspects of our city government. I intend to continue this indoctrination and training right up until the last day of my agreement. Not only will Ms. Ecker and Ms. Fairbairn be knowledgeable about all facets of our operations, they will also understand the numerous intergovernmental agreements we are engaged in. Obviously, the significant advantage that our assistants will have is the knowledge and understanding of the Birmingham culture. I am pleased to report that both assistants have shown significant growth in their knowledge and understanding of our operations and great enthusiasm for taking on greater responsibilities. Both assistants have proven to be quick studies in picking up the necessary understanding, skills, background and knowledge to lead the City Manager's Office and City. Further, both assistants have developed strong relationships with the departments and are forging strong working relationships with them. As noted, my efforts have been to prepare both assistants to accede to the next level should the City Commission decide to promote Ms. Ecker.

POSSIBLE OPTIONS FOR MOVING FORWARD:

1. Continue to watch Ms. Ecker's progression and at some point arrange a meeting with her to determine if she is a good fit with the City Commission for appointment to the City Manager Position. If so, the City Commission may wish to make the appointment. This could occur as soon as the end of this calendar year with an expected start date coinciding with the end of my appointment of 6-30-23. If this were to occur the decision as to the selection of the Assistant City Manager would rest solely with Ms. Ecker.
2. Issue a Request for Proposals (RFP) to an executive search firm for a National Search for Birmingham's next City Manager. Select a search firm from the respondents and enter into an agreement for the methods the commission desires to utilize in the process to find the next manager. Ms. Ecker would be invited to submit her credentials as a part of this process. Should the City Commission decide to go in this direction the City Manager should be directed to prepare the appropriate (RFP). Details of the process and timing would be included in the RFP. There are a number of individuals and firms that provide this service. The Michigan Municipal League and a few private parties provide these services in the State. As well, there are a number of National providers that might result in more out of state candidates. A ballpark cost for these services would be $20,000 plus / minus depending on the provider and the services selected.
3. Direct the City Manager to prepare the appropriate position profile for commission approval and advertise the City Manager position in local, state and national publications. The Manager would also reach out and recruit possible candidates to consider this opportunity. Again, Ms. Ecker would be invited to submit her credentials as a part of this process. As background I have hired a significant number of employees throughout my career and worked for an executive search firm for a short time prior to coming to Birmingham.

There are likely other options for you to consider however I thought giving you some ideas may help you get your conversation started. My efforts to date have been to make both Ms. Ecker and Ms. Fairbairn completely capable to serve our City as the City Manager and Assistant City Manager. The major advantage they will have is the understanding of Birmingham's history, operations, processes, staff, elected officials, boards and commissions and most importantly our community culture. Should the Commission choose to go outside in selecting a manager you will have two exceptionally talented management staff members to support another manager. Of course, their added skills may also make them both attractive candidates for other municipal management positions.

Finally, I would point out that from my observations there has been a declining pool of quality manager candidates in searches around the country. I would estimate that we may see a pool of between 30 to 40 candidates with varying degrees of relevant experience. While Birmingham is an incredibly desirable community, I would say that the Manager's position is a challenging and complex role to fill. Finding the next City Manager is one of the most important roles of the City Commission.

From my standpoint I would like to have the manager positon filled and the new manager on board before my departure whether you select an internal or external candidate. You should also note that depending on the process you select and the steps you incorporate, the process may take anywhere from 4 to 6 months. Even after you have made a selection you may need to allow

more time for an external candidate to provide notice to their current employee, time to physically relocate, spousal job relocation issues, children's school attendance issues, etc.

I will be pleased to provide additional information when the commission has the opportunity to discuss this issue.

CITY MANAGER'S REPORT

April 2022

Baldwin Public Library

Public Open House

The Library will be holding a public open house on Sunday, May 22 from 2:00 p.m. to 4:00 p.m., with remarks to be held at 2:30 p.m. The open house will celebrate the grand reopening of the expanded Youth Room and second floor renovations, honor Doug Koschik's retirement, dedicate Jim Miller-Melberg's Michigan Spring Statue, and commemorate Martha Baldwin's induction into the Michigan Women's Hall of Fame.

Library Tours

Youth librarians will be conducting library tours for second graders attending the Birmingham Public Schools throughout the month of May. Students will have lunch in Shain Park, take a walking history tour of downtown Birmingham, and learn about the history of Martha Baldwin and the Baldwin Public Library.

Used Book Sale

The Friends of the Baldwin Public Library will be holding a used book sale from May 14-16. View sale hours at www.baldwinlib.org/friends.

Trust Investment Policy and Gift & Donation Policy

On April 18, the Library Board met for a regular meeting. The Board voted to approve updates to the Trust Investment Policy and the Gift & Donation Policy. These policies can be viewed at https://www.baldwinlib.org/mission/.

Strategic Plan

The Board also approved a new strategic plan for the library for 2022-2025. The full plan can be read at https://www.baldwinlib.org/staff-board/. Highlights of the plan are listed below.

Mission: The Baldwin Public Library in Birmingham, Michigan enriches lives by providing opportunities and resources for everyone to learn, connect, and discover.

Vision: The Baldwin Public Library will be an essential part of the community and

the first choice for access to cultural, recreational, and learning opportunities.

Core Values
Intellectual Freedom
Equitable and Inclusive Access
Education and Lifelong Learning
Innovation
Welcoming Environment
Integrity
Collaboration
Commitment to Excellence

Strategic Goals
Programs & Services: Adapt programs and services to meet the needs of the changing population
Facility: Create a welcoming, safe, and accessible building that meets the needs of our staff and users
Diversity & Equity: Provide and promote equitable and inclusive resources and opportunities for all populations
Community Outreach & Partnerships: Develop and strengthen BPL connections within the community
Personnel & Organization: Train, empower, and equip members of the organization to best support users and each other
Financial: Maintain and improve financial health

The Birmingham Museum

As part of its commitment to greater public access through technology, the museum will continue its virtual offerings during the remainder of the spring season with free Zoom presentations and YouTube video recordings of its lecture series at the Baldwin Public Library. The talk on Thursday, May 5 at 7 p.m. will be given by Donna Casaceli and titled "Birmingham's Stories of War and Service". Tying in with the recent inclusion of Greenwood Cemetery into the National Underground Railroad Network to Freedom, the talk on Friday, June 3 at 7 p.m. will be on Birmingham's connections with the Underground Railroad. Visit the Library's events calendar to register for each talk. Learn more at www.bhamgov.org/museumprograms.

Birmingham Shopping District (BSD)

Spring Stroll
The Birmingham Shopping District was pleased to see such an amazing turnout for the Spring Stroll on April 9th. More than 150 families registered and more than 25 businesses participated. This was a pleasant surprise for a first year event.

Business Mix Analysis
The BSD is currently working on a business mix analysis for the downtown in order to determine the market saturation for restaurants, salons, and types of retail. This study

will also be helpful in identifying where there are missing business categories. The BSD intends to use this information to create priorities for the business recruiter.

Construction Initiatives
The BSD is preparing initiatives and programs to assist businesses and mitigate disruptions during the South Old Woodward reconstruction project. The BSD is in constant communication with the city's Engineering Department. Scott Zielinski attended the most recent Merchant Meeting at Hastens on April 20th to answer questions from business owners. Preserving some parking options during construction is a priority for the BSD. The BSD is working with private property owners to secure lots for public parking.

The BSD is also working on a number of initiatives to promote businesses with signage and incentives during the project. A texting service will also help provide downtown stakeholders with up-to-date information about time-sensitive news in order to help business owners and property owners navigate some of the challenges that may arise.

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. In March, we processed 461 online permit applications, which brings the 2022 total to 1,179.

City Inspectors & Code Enforcement Using GovAlert
To supplement the launch of GovPilot, the Building Department installed the GovAlert mobile application on City issued phones for inspectors and Code Enforcement officers. They will now have the ability to record any violations identified while traveling between inspections or conducting City business. These violations and complaints can be reported in real time and workflows immediately route complaints to the appropriate department for resolution.

Congratulations, Mollie!
Mollie Mackinnon earned her Code Enforcement Officer certification from ICC this month.

City Clerk's Office

Parade & Hometown Celebration
The tradition continues in 2022 as the Celebrate Birmingham hometown parade marches back into downtown Birmingham on May 15, 2022.
The parade will feature local businesses, civic groups and organizations and will begin at 1 pm by Booth Park and travel down Old Woodward onto Maple, ending at Shain Park. Capping off this festive parade is a community celebration in Shain Park with activities and entertainment for families, ending at 4 p.m.

Parade participants are still being accepted and sponsorship opportunities are still available until April 28, 2022. Contact the City Clerk's Office at (248) 530-1880 or visit

bhamgov.org/parade for information and registration.

Thank you to our sponsors and supporters! Parade Main Sponsor - The Bank of Ann Arbor; Parade Master - Beier Howlett, PC; and parade supporters DAR Piety Hill Chapter, Michelle Woodell, and Michigan United Credit Union.

Elections
The Clerk's Department relies on many election workers to ensure a smooth election. In preparation for the Aug. 2, 2022 primary, we will begin contacting past election workers in May and recruit new election workers in May and June. Election workers will attend training in July, and at that time we will evaluate whether we need to recruit more workers for the Nov. 8, 2022 general election.

Voting while out of the County
Voters who will be out of the United States for the 2022 elections can submit a Federal Post Card Application (FPCA) to obtain an absent voter ballot by e-mail, fax or regular mail. This application must be submitted every year for which a voter will be out of the United States for an election. To obtain this application, visit www.fvap.gov

Voter Information
You can check your voter information, register for an absentee ballot, identify your precinct, district and more at https://mvic.sos.state.mi.us/. If you have not registered for an absentee ballot and you are not on the permanent absentee ballot list, make sure to register soon. The deadline to register for an absentee ballot is 5 p.m. the Friday before the election.

Board and Commission Appointments
The following City of Birmingham boards and commissions have vacant positions or members with terms expiring soon:

BOARD:	APPLICATIONS DUE:	INTERVIEWS/ APPOINTMENTS:
Advisory Parking Committee	4/20/22	4/25/22
Architectural Review Committee	4/20/22	4/25/22
Board of Zoning Appeals	4/20/22	4/25/22
Brownfield Redevelopment Authority	4/20/22	4/25/22
Housing Board of Appeals	4/20/22	4/25/22
Public Arts Board	*until filled	
Storm Water Utility Appeals Board	*until filled	
Triangle District Corridor Improvement Authority	*until filled	

For details, visit www.bhamgov.org/boardopportunities.

Cemetery
At the April 1, 2022 Greenwood Cemetery Advisory Board meeting, the board reviewed the penultimate draft of the Greenwood Cemetery Rules and Regulations document. This document has been thoroughly reviewed by the board for the past year and has input from City Attorney Kucharek, the Department of Public Services and the Greenwood Cemetery Contract Manager. The board discussed the Cemetery Service Provider Contract and

recommended that the agreement with Creative Collaborations, LLC be authorized by the City Commission. They also discussed topics they would like to address in future meetings including historical marker policy, prepping for the annual report and goal reflection, beautification of the cemetery, and burial documentation digitalization.

Future Agenda Topics for Greenwood Cemetery Advisory Board
May 6, 2022 - Meeting in person at City Hall

- Planning for grave stone inventory project
- Preparation for 2021-2022 annual report, goal reflection & setting

June 3, 2022 - Meeting in person at City Hall

- Topics to be determined

City Manager's Office

Communications

GovPilot Citizen Concern Module Update

The city has received positive feedback from residents regarding GovPilot. The system is working well, both internally and externally. Between March 3, 2022 and April 20, 2022, we received 71 GovPilot Citizen Concern Module submissions. Of those, 48 were submitted via the new GovAlert mobile app and 23 were submitted via the GovPilot website form. During the same time period last year, 26 submissions were received using the city's previous citizen concern system. We are very pleased with the significant increase in submissions received via our new system, and the high number of GovAlert mobile app submissions. Our short video explaining how to submit a request via the app is available at www.bhamgov.org/govalert.

Ongoing Communications Projects

The communications team is ready for a busy spring and summer! Continuing with our educational video series, upcoming projects will include a video tour of the newly renovated Birmingham Ice Arena, a video about Springdale Golf Course and Lincoln Hills Golf Course, and a time-lapse video of the South Old Woodward Reconstruction Phase 3 project. The team is working on the May edition of the Around Town e-Newsletter, and the summer edition of the Birmingham Beat newsletter. Frequent eblasts cover topics such as Parks & Recreation Bond projects, Citywide Master Plan updates, and last-minute news about fire hydrant flow testing, inclement weather updates, lane closures and more. Recent press release topics have included Woodward Avenue noise, the Adams Park grant, Greenwood Cemetery, golf course opening announcement and more. The team is helping with Engage Birmingham projects that will launch in the coming weeks, in addition to monthly photography, video and social media planning. Other projects in the works include the employee newsletter, new City Guide publication and the virtual Skyway Tour.

South Old Woodward Reconstruction Phase 3 Communications Plan

The communications team is working with the Engineering Department and the Birmingham Shopping District to finalize plans for keeping residents and businesses informed of updates pertaining to the South Old Woodward Reconstruction Phase 3 project. Similar to Phases 1 and 2, weekly updates will be sent to the project's constant

contact group subscribers. Residents and businesses are encouraged to visit www.bhamgov.org/enews to sign up for South Old Woodward Reconstruction Phase 3 project updates.

Human Resources

City Engineer Update

On Thursday, April 14, 2022, Mohmedyunus Patel formally withdrew his signed acceptance of the City Engineer position. He had formally accepted the position on February 25, 2022. Following two revised start dates, he was scheduled to begin employment with the city on Monday, April 18, 2022. Follow this link to download a memo detailing the timeline of events regarding the City Engineer recruitment process between the city and Mr. Patel. The Human Resources Department reposted the City Engineer position and the application is available at www.bhamgov.org/jobs.

Staff & Vacancy Update

Department	FT & PT Staff Estimate	Current Vacancies/Hiring	Percentage Staffed	Vacancies Filled Since 2020	Notes
Birmingham Shopping District	5	Farmer's Mkt Asst	100%	3	Four hires pending
Clerk's Office	5	-	100%	5	Hiring Intern
Building	17	-	100%	1	
Engineering	8	City Engineer Engineering Intern Pub. Wks. Insp.	63%	5	Open to applications
Finance / Treasury	14	Secretary B	93%	4	Posting upcoming
Fire	35	-	100%	10	
Information Technology	4	-	100%	2	
Maintenance	2	-	100%	1	
Manager's Office / Communications / HR	6	-	100%	6	
Museum	3	-	100%	0	
Parking System	9		10%	1	Hiring plan in FY 22-23
Planning	7	-	100%	4	
Police	71	Police Officer (2) PT Dispatcher	100%	9	Dispatch post upcoming 2 Officer hires upcoming
Public Services	56	Streets & Parks Operator (3)	TBD	8	Currently hiring 2 SSW Asstistant Foremen

City Staff Vaccination Update

Vaccination Card Tracking

Department	# Received	Total Staff	Percentage
City Staff	194	222	87%
IT	4	4	100%
BSD	4	5	80%
Community Development	30	33	91%
Fire Dept	33	36	92%
Clerks	5	5	100%
Finance/Treasurer	12	13	92%
Building/Maintenance	2	2	100%
Museum	3	3	100%
Police Dept (w/o crossing guards)	51	61	84%
CM/HR	6	6	100%
DPS (w/o summer seasonals)	44	54	81%

Miscellaneous

Oakland County Parks and Recreation

On Monday, April 4, 2022, City Manager Tom Markus, Parks and Recreation Manager Carrie Laird, and Assistant to the City Manager Melissa Fairbairn escorted Oakland County Parks and Recreation Director Chris Ward on a tour of the City's park system. The tour featured several City parks, Springdale and Lincoln Hills Golf Courses, and the newly renovated Birmingham Ice Arena. Staff thanked Director Ward for the County's $100,000 grant for Adams Park and emphasized the strong support that residents have shown for parks and recreation improvements in our community. The City looks forward to future collaborations with Oakland County Parks and Recreation.

Department of Public Services

Arbor Day

The City of Birmingham is continuing its tradition of participating in the celebration of Arbor Day on the last Friday in April. National Arbor Day, much like Earth Day, is a holiday that celebrates nature. In our case, it recognizes the importance of trees. The most common way people celebrate Arbor Day is to get together in groups to plant a tree or trees.

Arbor Day 2022 will take place at Pembroke Park in cooperation with the Daisy Troop and participation by some Pembroke Elementary School children on Friday, April 29, 2022 from 12:30 p.m. -1:00 p.m. The Daisy Troop will provide us with a short program in addition to the planting of a tree in the City Park.

Lincoln Hills and Springdale Golf Courses

Lincoln Hills and Springdale Golf Courses offer a quick round of golf for those on the go. Our two municipal golf courses are nine hole golf courses, rated top in the Detroit Metropolitan area. Both courses are open to everyone! Invite your friends along to experience Birmingham's top-rated golf courses that are close to home, fun and affordable.

Birmingham's golf courses offer adult and youth lessons by a PGA golf pro, a fun Junior Golf Program, power carts, adaptive golf carts, league play, Club Tournaments, and great food and beverages. Special pricing opportunities are available for Residents, Non-Residents and Businesses.

Reservations may be made online or by calling Lincoln Hills at (248) 530-1670 or Springdale at (248) 530-1660. Learn more at www.GolfBirmingham.org.

Birmingham Ice Sports Arena

The newly renovated Birmingham Ice Sports Arena offers skating opportunities for those of all ages. Whether you want to rent ice for a party, participate in open skating, or register for skating lessons, the arena offers something for everyone! Located on the

Kenning Park property, the indoor arena contains a regulation sized ice rink with bleacher seating. A smaller studio arena is used for lessons and skating parties within the sports complex. The rental of the party room is available with or without the studio rink.

To inquire about summer ice availability, other facility offerings or to book the party room contact 248.530.1640 for assistance.

DPS Open House

The Department of Public Services hosts the annual DPS Open House during the month of May. We are happy to resume the tradition this year. The event will be held at 851 South Eton on Saturday, May 14, 2022 from 10:00 a.m. until 2:00 p.m.

National Public Works Week is May 15-21, 2022. The "Ready & Resilient" theme this year highlights the ability of these professionals to perform regular public works duties and be ready at a moment's notice to react to emergencies or as first responders during natural disasters, plus to overcome trials seen in the field.

Public Works superheroes help keep communities strong by providing an infrastructure of services in water, sewer, streets, public buildings and spaces, parks, forestry and grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities great places to live and work. So join us in celebrating these superheroes!

Engineering Department

The following contractors are currently working on City projects, or will be starting up in the coming month:

- JB Contractors will be back to continue with the 2021 Sidewalk Repair Program, with work focused in the area between Southfield & Pierce and 14 Mile to Maple. They will also work on sidewalk ramps in the downtown area and other citywide repairs.
- Precision Concrete Cutting is back, working to remove potential trip-hazards along the City's network of sidewalks, with their effort focused in the area between Southfield & Pierce and 14 Mile to Maple.
- Pamar Enterprises will be back to continue with the 2021 Asphalt Pavement Rehabilitation Program. They will be working on several streets, but their effort is scheduled to begin on Latham, between Saxon and Lincoln.
- Angelo Iafrate Construction Company is planning on starting the S. Old Woodward Reconstruction project in mid-May. We are also coordinating with Consumers Energy who has been planning to replace the gas main along a portion of S. Old Woodward before the City project begins.

Fire Department

Firefighter Training

During the week of April 4th, the Fire Department conducted multiple days of training at the future Restoration Hardware site on South Old Woodward. The crews trained on fire suppression, search and rescue using artificial smoke. The construction of the

commercial structure allowed the firefighters to use various tools and techniques to breach the walls, floors and roof. This training opportunity was very important in the development of our young department.

Midwest Fire Rescue Expo

Chief Paul Wells and Battalion Chief Tom Hughes attended the Midwest Fire Rescue Expo in Novi on April 13. The show was a great opportunity to see the latest fire, medical, rescue tools and technology to improve the service we can provide to the City. The biggest take away from the show was the increase in prices due to demand, supply issues, etc. Fire and medical equipment is also taking 3-4 months to get delivered after a purchase order has been issued. New ambulance and fire truck build orders are currently taking 18-24 months, compared to 6 months in the past. Thankfully the Fire Department does not require any new ambulance of fire truck purchases in the next few years.

Fire Hydrant Flow Testing

The Fire Department and Department of Public Services recently completed fire hydrant flow testing on select hydrants throughout the city. Work began at 10:30 p.m. on Wednesday, April 13 and concluded at 5 a.m. on Thursday, April 14. The Fire Department received compliments from residents who appreciated this work occurring during the middle of the night. The city did not receive any reports of discolored water. The Fire Department appreciates the community's patience as crews work each year to ensure hydrants are operable and give the proper water flow when needed.

Planning Department

Master Plan 2040

On April 18, 2022, the City Commission formally directed the 2040 Plan consultant team to begin preparation of the third and final draft based on the feedback they received over the Planning Board review process. All of the documents related to the 2040 Plan remain available on www.thebirminghamplan.com. You can also watch a recording of past meetings on the City of Birmingham website. As a reminder, you can still submit comments directly to the consultant team through the aforementioned 2040 Plan website, and also submit comments directly to the Planning Division to be placed in the next available agenda of the Planning Board.

Planning Board

Overall, the Planning Board is keeping very busy with agendas that are now full moving into July. There are several ordinance studies that have been waiting for the 2040 Master Plan review to be completed that the Planning Board has begun to tackle along with various site plan reviews. A tentative Planning Board schedule is provided below:

- 243 E. Merrill – La Strada – SLUP, FSP & DR (4/27/22)
- Watkins/Brown – REZONING (4/27/22)
- 588 S. Old Woodward – Phoenicia – SLUP, FSP & DR (4/27/22)

- 294 E. Brown – FSP & DR (4/27/22)
- Outdoor Dining Study (PH 5/11/22)
- Accessible Ramp Study (PH 5/11/22)
- Front Yard Setback Study (PH 5/11/22)
- Side Yard A/C Units Study (5/11/22)
- Window Standards (5/11/22)
- 185 N. Old Woodward – Bell – SLUP, FSP & DR (5/25/22 – POSTPONED FROM 4/13/22)
- 320 Martin St. – Birmingham Post Office – CIS & PSP (5/25/22)
- 310 E. Maple – Casa Pernoi – SLUP, FSP & DR (5/25/22)
- 460 N. Old Woodward – Wilders – SLUP, FSP & DR (6/22/22)
- 1160 Grant St. – SLUP, FSP & DR (6/22/22)
- 36877 Woodward – Gasow – SLUP, FSP & DR (6/22/22)
- 770 S. Adams – Perennial – FSP & DR (6/22/22)

Historic Preservation

The Historic District Commission (HDC) is steadily making progress on its larger preservation goals with a number of smaller projects that will contribute to the overall historic preservation plan that the HDC hopes to develop in the next year. The Historic District Commission continues to build a strong media presence to educate Birmingham residents, highlight preservation efforts in the City, and encourage historic designation.

Public Art

The Public Arts Board is continuing its 2022 call for entries. The program affords an opportunity for artists to receive a small grant to provide public art in the City of Birmingham. Along with the call for entries program, the Public Arts Board continues to field donation requests. In addition to public art programs, the Public Arts Board has been reviewing applications for the newly adopted Wall Art application process. Two applications have been reviewed so far, and several more inquiries have been made within the approved Wall Art boundaries. In addition, City Staff has been fielding multiple inquiries for Wall Art along the Woodward corridor, prompting a review of the Wall Art boundary and a possible expansion.

Multi-Modal Transportation Board

The Multi-Modal Transportation Board (MMTB) is diligently working through the challenging task that is improving conditions along the Woodward corridor. The MMTB is actively working on the Woodward Avenue Road Diet Checklist, and will be studying various other improvements for Woodward in the near future.

Police Department

Commander Grewe Accepted into FBI National Academy

Commander Scott Grewe has been accepted into Session 283 of the Federal Bureau of Investigation's National Academy (FBINAA). The FBINAA is recognized as the most

prestigious law enforcement training academy in the nation and throughout the world. Commander Grewe will attend the FBINAA from July 9, 2022 through September 16, 2022. The FBINAA training center is on the campus of the Federal Bureau of Investigation's main training facility in Quantico, VA. The location is also home to the Marine Corps Base Quantico.

Staff Promotions

1. Lieutenant Chris Koch was promoted to the rank of commander. Commander Koch will be in charge of the Investigative Division. Commander Koch has been with the department for 21 years.

2. Sergeant Michael Romanowski was promoted to the rank of lieutenant. Lieutenant Romanowski will be assigned to the Patrol Division as a platoon supervisor. Lieutenant Romanowski has been with the department for 11 years.

Parking Systems Update

Parking Systems Manager Ryan Weingartz prepared a memo detailing the status of the monthly parking pass wait list, occupancy rates, construction projects, parking system equipment, facilities and operations. Follow this link to download the memo.

Future Agenda Items

Download a summary of future agenda items.

Future Workshop Items

Download a summary of future workshop items.

Battling noise on Woodward: Birmingham police chief says state law needs clarification

FILE PHOTO

Cars travel along Woodward Avenue during the 2019 Woodward Dream Cruise.

By **AILEEN WINGBLAD** | awingblad@medianewsgroup.com | The Oakland Press

Information Only

PUBLISHED: April 18, 2022 at 5:25 p.m. | UPDATED: April 18, 2022 at 5:56 p.m.

With the unofficial cruising season on Woodward Avenue emerging, City of Birmingham officials are reportedly addressing concerns over noise levels by reaching out to state legislators — who set the rules for the corridor and other state roadways.

According to a news release from Police Chief Mark Clemence, leaders in Birmingham and neighboring communities are asking state representatives to clarify language to establish consistency and help enforce noise level regulations for vehicles equipped with modified exhaust systems. What's called for, he says, are changes to the Michigan Motor Vehicle Code, which was written prior to the existence of after-market, noise-amplifying exhaust systems — and make it problematic for police officers to enforce noise violations.

"The police department cannot enforce local noise ordinances on public roadways because local ordinances cannot supersede the Michigan Motor Vehicle Code," Clemence stated in the news release. "The Michigan Motor Vehicle Code controls all laws pertaining to public roadways."

As a State of Michigan roadway, Woodward Avenue's signage, traffic signals, roadway markings and speed limits are controlled by the Michigan Department of Transportation.

The Birmingham Police Department also sent a letter to the state's Attorney General's Office seeking clarification on a possible noise enforcement mechanism, "but the response received did not clarify or assist law enforcement in addressing the issue," the news release stated.

Clemence further stated that his department "has worked very hard on behalf of our residents to assist with the noise problem." The community is encouraged to join the effort in racing out to state representatives to request pertinent changes addressing concerns "and improve the atmosphere along Woodward," Clemence added.

Increased police patrols on Woodward, coordinating with police/public safety departments in Bloomfield Township, Bloomfield Hills and Royal Oak, and welcoming traffic units from the Oakland County Sheriff's Office and Michigan State Police are among the efforts Birmingham has made, the news release stated.

The Woodward Dream Cruise, held every August, typically draws more than a million visitors to Birmingham, but many cruisers tend to emerge much earlier — when warm weather hits in the springtime.

More information on Birmingham's efforts to handle traffic noise and other issues on Woodward Avenue is available at www.bhamgov.org/woodwardnoise.

Aileen Wingblad | Multimedia Journalist

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Hello,

My name is Kathy Wilson and I have enjoyed living and working in downtown Birmingham in excess of 40 years. I am disappointed to only just hear about the proposed project. I can't even imagine where people will park on the south end of town. I travel on Old Woodward from the Harmon to the end of South Old Woodward, where I work more than 4 times a day. I stop at CVS at least twice a week and only park in front of it. I understand that parking is being removed. I also now see that there will be a bus stop going north in front of the 555 building. I am stopped so many times driving to work going South at the bus stops due to the time the bus is stopped and often am in the middle of an intersection while waiting, creating a traffic jam going east and west. Same thing at Maple and Old Woodward. When the bus stops there is NO way to go around it. So the new bus stop going north is worse as you will have to get in a left turning lane to go around the buss, which is illegal, however everyone will do it. Drivers hardly ever stop at the "white lined" pedestrian walkways. Frank street drivers attempting to get on Woodward cross 3 walkways. This is very dangerous...North bound traffic that attempts to go around a stopped bus will definitely cause an accident.

When the snow is piled in the center of the street and I pull out of my driveway from work at 880 S.OLD Woodward it is almost impossible to go North due to heavy snow in the center. Now with this island coming down the middle of the street, I will be forced to go south and drive thru a neighborhood to get home. Not to mention where will the snow go?

It seems that whomever is designing this has no concern over the business's on south Old Woodward. I am referring to the 60 street Parking spots that I understand are being eliminated. I just Don't understand, these are the most valuable spots we have for future development and are hopefully future tenants. I don't feel there is enough THOUGHT in this project and should be reconsidered.

I, personally, pay in excess of $50,000 in property taxes in Birmingham and have promoted Birmingham in my business for over 40 years, but don't understand who is making these decisions creating such dangerous changes along Old Woodward. This is only going to create more traffic problems and no places to park.... I, for one, do not like parking in a structure, but even if I did, where would I park in the south end of Old Woodward? There is no municipal parking deck south of Brown and now the City wants to remove 60 street parking? These are such valuable parking spots for business, including our Real Estate office and the few restaurants on the south end.

I really believe this plan is taking away too many parking spots, especially on the west side. I believe this is a major Error for the city of Birmingham. Parking is one of the BIGGEST complaints in downtown Birmingham & this only makes it worse!!!

Sincerely,

Kathy Wilson

Kathy Wilson

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To: Ms. Therese Long
Mr. Tom Markus, City Manager
Mr. Scott Zielinski, Assistant City Engineer

City of Birmingham Municipal Building
151 Martin Street
Birmingham, Michigan 48009

Date: April 10, 2022

Subject: South Old Woodward Renovation Project

Dear Mayor Longe, Mr. Markus, and Mr. Zielinski,

I am Bob Krausmann a 13 year tenant of the 555 building and the exclusive real estate broker for the residential building of the 555 community.

I have three major problems with the current plan:

- I find it astonishing that 8 years ago I stood before this council and advocated for the city to help develop the southern gateway to Birmingham...the north side was thriving, but the south side needed attention and help to upgrade the business and the appeal of our magnificent southern gateway to Birmingham...555 specifically asked for help in facilitating the development of a restaurant in the 555 complex. The principle objection by the city was "NOT enough parking" and was inclusive of all of the street parking surrounding the 555 building. All of the street parking spots were necessary in order to grant the building permits for the restaurant. The initiative was finally passed and along with other concessions (restaurant patios, etc.) has worked wonders in drawing attention to our Southern gateway. Now today I stand before this same planning commission to plead for the council NOT to eliminate the very same street parking that the city relied on to grant the building permits for the restaurant at 555. Why would you now turn on your own thinking and take-away what you've already concluded was necessary to have to in order to build the restaurant.

- Secondly, the make-up of the south side is different than the north side and needs more parking to survive...certainly not less...there is no municiple parking lot south of Brown! You need street parking. Multitiered commercial buildings, multifamily mixed use buildings make up the majority blend of what constitutes the southern gateway to Birmingham. Drive-by these shops and buildings on any given day and you will find parking spaces full. These shops require parking to succeed without parking there is no easy access nor foot traffic, and these businesses will soon flounder. Your new plan will essentially undercut the ability of the commercial and mixed use tenant to survive; and, to eliminate all of the street parking on the West side of South Old Woodward will be the death knell of South Old Woodward.

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- Thirdly, current and future trends (as noted in real estate business journals and websites) is for multifamily buildings to upgrade their services and amenities and provide superior "Lifestyle" / asset development...all of which 555 excels at supplying to our upscale tenants and vendors.

  Reducing the ability of exercise enthusiasts, the handicapped, and those with special needs to having access to yoga, Pilates, personal trainers and other venues is unconscionable; and, absolutely a complete disservice to the Lifestyle tenants that make South Old Woodward such a necessary amenity to the city.

Birmingham thrives on it's reputation as a vibrant and very desirable city to live and raise a family. We are equivalent, and on a par with The Lake Forests, Beverly Hills, the East Coasts' Greenwich and Chappaqua's'. So too, does 555 owe its success to its own ability to provide for it's tenants / residents the best that we can offer in Lifestyle services, to maintain the Birmingham level of satisfaction...to steward the highest level of safety, peace, and commitment to "Lifestyle" that's within 555's ability to do...the new Birmingham plan with its bus stop, redesign of South Woodward and elimination of parking spaces will not only serve to decrease business in the Southern gateway, be potentially harmful to residents, but could also render the city's "stewardship" as questionable and being responsible for a very high level of vacancy as it has been in the past. We can, and should, turn this around and present the development of South Old Woodward as a unique and walkable community merging with the vibrant North Old Woodward.

Thank you,

Robert E Krausmann
Broker Owner
RE Krausmann & Associates, LLC
(248) 371-9999

FOR IMMEDIATE RELEASE

Contact:
Marianne Gamboa
City of Birmingham
Phone: (248) 530-1812

Oakland County Awards Grant for Adams Park

BIRMINGHAM, MI, April 21, 2022 – The Oakland County Parks and Recreation Commission recently awarded the City of Birmingham a grant of $100,000 for the Adams Park Development Project. Plans for enhancing the park were recently finalized, with construction set to begin this summer.

Michael J. Dul & Associates, together and in cooperation with city staff, surrounding neighborhood associations, and Roeper School, developed the final plans and development drawings following extensive planning and public input opportunities. The city received significant public engagement via their public engagement platform, Engage Birmingham, at engage.bhamgov.org. Enhancements to Adams Park will include a significant play area, a garden seating plaza, beautiful landscaping improvements with lots of new trees, an open grassy area large enough for a soccer field, a basketball court, shot put, discus, and a long jump area.

"Birmingham residents made the upcoming Adams Park enhancements possible when they approved the city's Parks and Recreation bond," said Birmingham Director of Public Services, Lauren Wood. "The Oakland County grant will support Adams Park improvements and enable us to allocate more bond dollars to other parks and recreation projects throughout the city."

Adams Park is located directly adjacent to Roeper School, located at 1051 Oakland Avenue. Through the city's partnership with the school, the city provides maintenance, lawn care and sidewalk snow removal, and the 1.5-acre property serves as a public park. Roeper School is permitted to use the park during the school year for activities undertaken by the school. Current amenities include a soccer field, open space, and a play area.

"We have been looking forward to improving Adams Park for many years and we appreciate support from our residents, Roeper School and Oakland County," said Birmingham Parks and Recreation Manager, Carrie Laird. "Adams Park will be a phenomenal community destination for all to enjoy."

Learn more about City of Birmingham Parks & Recreation bond projects at www.bhamgov.org/parksbond.

City of Birmingham – A Walkable Community. Visit the city's web site at www.bhamgov.org.

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Community Grant Program Recipient

City of Birmingham, $100,000 for Adams Park redevelopment. The plan for Adams Park, 1.5 acres located adjacent to the Roeper School, includes a play area, garden seating plaza, court sports and landscaping improvements both for aesthetics and to improve stormwater management

City of Birmingham
A Walkable Community

A L1 PARK PLAN
Plan
Scale: 1/16"=1'-0"
NORTH

LANDSCAPE
ARCHITECTURE

MICHAEL J. DUL
& ASSOCIATES, INC

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PROJECT NUMBER 21107

DATE: January 28, 2022
REVISIONS: February 1, 2022
February 4, 2022 issue for bid

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