

**BIRMINGHAM CITY COMMISSION AGENDA**

**May 23, 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, Oakland County has a COVID-19 Community level and transmission level of **HIGH**. The City continues to highly recommend the public wear masks while attending City meetings per CDC guidelines. These precautions are due to COVID-19 transmission levels remaining high in Oakland County that have led to an increase in infections of City employees and board members. All City employees, commissioners, and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- Thank you to all the participants, vendors, volunteers and visitors at the Celebrate Birmingham Parade and Party in Shain Park. Many thanks to the sponsors of the event and the multiple City departments and organizations who worked together to present this family-focused event. To view photos and video of the event go to [www.bhamgov.org/parade](http://www.bhamgov.org/parade).

**APPOINTMENTS**

- A. Appointment to Brownfield Redevelopment Authority
1. Dani Torcolacci

\*To concur with the Mayor's appointment of \_\_\_\_\_, as a regular member to the Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2025.

To concur with the Mayor's appointment of \_\_\_\_\_, as a regular member to the Brownfield Redevelopment Authority to serve the remainder of a three-year term to expire May 23, 2024.

\*Indicates the term that the applicant applied for.

**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 Budget Workshop meeting minutes of May 7, 2022.
- B. Resolution to approve the City Commission meeting minutes of May 9, 2022.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 11, 2022, in the amount of \$399,839.99.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 18 2022, in the amount of \$595,828.42.
- E. Resolution to approve the First Amended Interlocal Agreement for the Mental Health Co-Response Team between the City of Birmingham, the Township of Bloomfield, the City of Auburn Hills and the Oakland County Health Network (OCHN). In addition, to authorize the Mayor and the Chief of Police to sign the agreement on behalf of the City.
- F. Resolution to set a public hearing date of June 27th, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 588 S. Old Woodward – Phoenicia.
- G. Resolution to approve a two-year agreement for fiscal years 2022-2024 with Cadillac Asphalt LLC for the purchase of 36A hot asphalt mix at \$91.50/ton (2022-2023) and \$91.50/ton (2023-2024) and UPM cold patch (delivered) at \$150.00/ton (2022-2023) and \$150.00/ton (2023-2024). 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 accounts #202-449.003-729.0000, #203-449.003-729.0000, #590-536.002-729.0000 and #591-537.005-729.0000.
- H. Resolution to provide additional funding for the purchase of a 2021 Case CE 821G front-end loader as quoted through the State of Michigan MIDEAL extendable purchasing contract #071B7700089, awarded to Southeastern Equipment Company located at 48545 Grand River, Novi, MI 48374, in the amount not to exceed \$221,789.42. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.)
- I. Resolution to appoint Consulting Engineer Jim Surhigh as Representative and City Manager Thomas M. Markus as Alternative Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2022.
- J. Resolution to appoint City Manager Thomas M. Markus as Representative and DPS Director Lauren Wood as Alternate Representative of the City of Birmingham on the SOCRRA Board of Trustee for the fiscal year starting July 1, 2022.



- K. Resolution to delegate to the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the following duties of the election commission for the August 2, 2022 and November 8, 2022 elections:
- Preparing meeting materials for the election commission, including ballot proofs for approval and a listing of election inspectors for appointment;
  - Contracting for the preparation, printing and delivery of ballots;
  - Providing candidates and the Secretary of State with proof copies of ballots;
  - Providing election supplies and ballot containers; and
  - Preliminary logic and accuracy testing.
- L. Resolution to set a public hearing date of June 27, 2022 to consider the removal of Aaron Black from the Advisory Parking Committee for cause to be determined at the public hearing.

## **VI. UNFINISHED BUSINESS**

## **VII. NEW BUSINESS**

- A. Public Hearing: 2225 E. 14 Mile - Our Shepherd Special Land Use Permit
1. Resolution to approve 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 with the following condition:
- The applicant must submit final sign design plans to the Planning Division that reflect the outcome of the Board of Zoning Appeals review. In the event that a signage variance is not granted, the applicant must submit revised plans that meet the requirements of the Sign Ordinance.
- B. Resolution to approve the right-of-way parking request for 35106 Woodward – Whole Dental Wellness – to permit 4 public parking spaces to be counted towards the required off street parking total of the subject site pursuant to Article 4, Section 4.45 (G)(1).
- C. Resolution to accept the Ground Lease between Select Commercial Assets Hospitality and the City of Birmingham for a lease agreement for property located at 35001 and 35075 Woodward Avenue and to agree to allow the tenant to lease the City property for the benefit of the project and the City.
- D. Resolution to authorize James J. Surhigh, Consulting City Engineer to submit the grant application to FEMA under their Hazard Mitigation Grant Program for the Parking Lot #6 Floodwall project (HMGP #4494); And to certify that non-Federal matching funds are secured, available, and committed for use in constructing the Parking Lot #6 Floodwall project (HMGP #4494) by approving the project budget as presented in staff report.
- E. Resolution to certify that non-Federal matching funds are secured, available, and committed for use in constructing the Cranbrook Road Non-Motorized Improvements project; To approve the proposed compensation for temporary and permanent easements required for the project, and to authorize Scott Z. Zielinski, Assistant City Engineer to sign the written offers for said easements on behalf of the City; Further to approve the

appropriations and budget amendments to the Fiscal Year 2021-2022 budget as presented in the staff report.

- F. Resolution to direct the City Manager to have lines painted on the Crestview Tennis courts in order to offer Pickleball courts, as a temporary measure. Players will be able to play either tennis or Pickleball.

OR

Make a motion adopting a resolution to direct the City Manager to bid out the correct conversion, according to USA Pickleball Association, from tennis courts to Pickleball courts at Crestview Park.

OR

Make a motion adopting a resolution to direct the City Manager to hire a design and construction consultant to prepare bid documents for brand new Pickleball courts at Kenning Park.

- G. Discussion of Charter Amendment to Chapter III of the Birmingham City Charter
1. Resolution to amend the City of Birmingham Charter, Chapter III. - PLAN OF GOVERNMENT, Section 19. - [Salaries.], from Five Dollars (\$5.00) to \_\_\_\_ Dollars (\$ ) per meeting and to direct the Mayor's signature for approval and the Clerk to proceed as dictated by state law.
- H. Resolution to meet in closed session to discuss pending litigation pursuant to MCL § 15.268(e) of the Open Meetings Act regarding *John Reinhart, et al v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG.*

**(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.)**

- I. 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.
- J. Commission discussion on items from prior meeting

#### **VIII. REMOVED FROM CONSENT AGENDA**

#### **IX. COMMUNICATIONS**

#### **X. REPORTS**

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

1. City Manager's Report
2. Federal Transportation Grant Opportunity

#### INFORMATION ONLY

<b>XI. ADJOURN</b>
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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).*



**NOTICE OF INTENTION TO APPOINT TO THE  
CITY OF BIRMINGHAM  
BROWNFIELD REDEVELOPMENT AUTHORITY**

At the regular meeting of Monday, May 23, 2022, the Birmingham City Commission intends to appoint two regular members to the City of Birmingham Brownfield Redevelopment Authority to serve three-year terms to expire May 23, 2025, and one regular member to serve the remainder of a term to expire May 23, 2024.

The authority shall have the powers and duties to the full extent as provided by and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the state of Michigan of 1996, as amended. Among other matters, in the exercise of its powers, the Board may prepare Brownfield plans pursuant to Section 13 of the Act and submit the plans to the Commission for consideration pursuant to Section 13 and 14 of the Act.

**Members shall be appointed by the Mayor, subject to approval by the City Commission.**

Interested citizens may submit an application available at the city clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the city clerk's office on or before noon on Wednesday, May 18, 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:

<b>Applicant Name</b>	<b>Criteria/Qualifications</b>
	Applicants shall, in so far as possible, be residents of the City of Birmingham.
Daniella Torcolacci	Resident and current board member

*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 concur with the Mayor's appointment of \_\_\_\_\_, as a regular member to the Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2025.

To concur with the Mayor's appointment of \_\_\_\_\_, as a regular member to the Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2025.

To concur with the Mayor's appointment of \_\_\_\_\_, as a regular member to the Brownfield Redevelopment Authority to serve the remainder of a three-year term to expire May 23, 2024.



# BROWNFIELD REDEVELOPMENT AUTHORITY

Resolution # 04-123-05

5 members, three-year terms, appointed by the mayor subject to approval of the commission.

The authority shall have the powers and duties to the full extent as provided by and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the state of Michigan of 1996, as amended. Among other matters, in the exercise of its powers, the Board may prepare Brownfield plans pursuant to Section 13 of the Act and submit the plans to the Commission for consideration pursuant to Section 13 and 14 of the Act.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Awdey</b> 1633 Graefield	<b>Harry</b>	(586) 453-4677  <i>hawdey@gmail.com</i>	9/25/2017	5/23/2022
<b>Gotthelf</b> 363 Catalpa	<b>Beth</b>	(248) 227.6920  <i>gotthelf@butzel.com</i>	5/9/2005	5/23/2023
<b>Runco</b> 1556 Lakeside	<b>Robert</b>	(248) 388-8100  <i>rrunco@runcowaste.com</i>	5/9/2005	5/23/2023
<b>Torcolacci</b> 2047 Windemere	<b>Daniella</b>	(248) 217-4805  <i>dtorcolacci@gmail.com</i>	10/27/2014	5/23/2022
<b>VACANT</b>				5/23/2024

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Brownfield Redevelopment Authority**      Year: **2019**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
<b>REGULAR MEMBERS</b>																	
Harry Audey	NM	NM	NM	NM	NM	P	NM	P	NM	NM	NM	NM			2	0	100%
Beth Gotthelf	NM	NM	NM	NM	NM	P	NM	P	NM	NM	NM	NM			2	0	100%
Robert Runco	NM	NM	NM	NM	NM	P	NM	P	NM	NM	NM	NM			2	0	100%
Daniella Torcolaci	NM	NM	NM	NM	NM	P	NM	P	NM	NM	NM	NM			2	0	100%
Wendy Zabriskie	NM	NM	NM	NM	NM	A	NM	A	NM	NM	NM	NM			0	2	0%
6/14 W. Zabriskie Abs.															0	0	#DIV/0!
6/19 W. Zabriskie Abs.															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
<b>ALTERNATES</b>																	
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
Present or Available	0	0	0	0	0	4	0	4	0	0	0	0	0	0	0	0	

**KEY:**

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

\_\_\_\_\_  
Department Head Signature

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Brownfield Redevelopment Authority**

Year: **2021**

Members Required for Quorum: **4**

MEMBER NAME													SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC					
Harry Audey	NM	NM	NM	NM	P	NM	NM	NM	NM	NM	NM	NM			1	0	100%
Beth Gotthelf	NM	NM	NM	NM	P	NM	NM	NM	NM	NM	NM	NM			1	0	100%
Robert Runco	NM	NM	NM	NM	P	NM	NM	NM	NM	NM	NM	NM			1	0	100%
Daniella Torcolaci	NM	NM	NM	NM	P	NM	NM	NM	NM	NM	NM	NM			1	0	100%
Pierre Yaldo	NM	NM	NM	NM	P	NM	NM	NM	NM	NM	NM	NM			1	0	100%
															0	0	#DIV/0!
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ALTERNATES																	
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
TOTAL	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	

**KEY:**

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

\_\_\_\_\_  
Department Head Signature

**\*NOTE: the Brownfield Redevelopment Authority did not meet in 2020**



## APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Braunfield Redevelopment Authority

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

Name Daniella Torcolacci

Phone 248-217-4805

Residential Address 2041 Windemere

Email \* dtorcolacci@gmail.com

Residential City, Zip Birmingham 48009

Length of Residence \_\_\_\_\_

Business Address \_\_\_\_\_

Occupation renewable energy consultant

Business City, Zip \_\_\_\_\_

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

I have enjoyed the more than 4 years I have served on this board and bring a unique understanding of development + environmental knowledge.

List your related employment experience VP permitting + regulatory - Teichas Energy

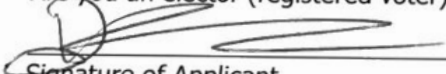
List your related community activities Braunfield Board member, LEED AP

List your related educational experience B.A. Sustainable development, University of Michigan, Ann Arbor

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

May 8, 2022  
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 [clerksoffice@bhamgov.org](mailto:clerksoffice@bhamgov.org) or by fax to 248.530.1080.

\*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.

Updated 3/24/2021

## **04-123-05 BROWNFIELD REDEVELOPMENT AUTHORITY**

**MOTION:** Motion by Thorsby, seconded by McKeon:

WHEREAS, the City Commission of the City of Birmingham (the "Commission"), by resolution adopted on March 21, 2005, (the "Resolution"), determined that it is in the best interests of the public to facilitate the implementation of plans relating to the identification and treatment of distressed areas so as to promote revitalization in certain areas of the City of Birmingham and declared its intention to provide for the operation of a Brownfield Redevelopment Authority for the City of Birmingham (the "Authority") pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"); and

WHEREAS, on this date, pursuant to and in accordance with the Act and the Resolution of Intent, the Commission held a public hearing, notice of which was given as required by Section 4(2) of the Act, on the adoption of a resolution creating the Authority; and

WHEREAS, all citizens, taxpayers and property owners of the City of Birmingham and officials of the affected taxing jurisdictions had the right and opportunity to be heard at the public hearing on the establishment of the Authority; and

WHEREAS, the Commission desires to proceed with the establishment of the Authority for the City within which the Authority shall exercise its powers, all pursuant to and in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authority Created. Pursuant to the authority vested in the Commission by the Act, the Authority is hereby established and shall be known as the City of Birmingham Brownfield Redevelopment Authority.
2. Supervision of the Authority. The Authority shall be under the supervision and control of a board of five persons (the "Board") appointed by the Mayor of the City of Birmingham, in accordance with the membership provisions set forth in Section 5(1) of the Act, subject to the approval of the Commission. The members of the Board shall hold office, and the Board shall conduct its procedures, in accordance with the Act, and, in particular, Section 5 thereof.
3. Powers and Duties of the Authority. The Authority shall have the powers and duties to the full extent as provided by and in accordance with the Act. Among other matters, in the exercise of its powers the Board may prepare Brownfield plans pursuant to Section 13 of the Act and submit the plans to the Commission for consideration pursuant to Sections 13 and 14 of the Act.
4. Bylaws and Rules of the Authority. The Authority shall elect officers and adopt bylaws and rules governing its procedures and the holding of its meetings, all in accordance with Sections 5(3) and 5(5) of the Act, and shall immediately forward a copy of the bylaws and rules after adoption by the Board to the Commission in care of the City Clerk of the City of Birmingham (the "City Clerk"). The Authority's bylaws and rules shall be subject to the approval of the Commission; provided, however, that if the Commission fails to either approve or disapprove the Authority's bylaws and rules at its next regular meeting after

receipt of a copy thereof by the City Clerk, the Authority's bylaws and rules shall be deemed to have been approved by the Commission for all purposes.

5. Director's Bond. If the Board employs a Director as authorized by Section 6(1) of the Act, the Director shall not be required to post a bond.
6. Form of Approvals by City Commission of the City of Birmingham. Except as may otherwise be provided by the Act or other applicable law, approvals by the Commission of all matters pertaining to the Authority or its Board shall be by resolution.
7. Severability. Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
8. Repeals. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
9. Publication. The City Clerk is hereby directed to file a true and complete copy with the Secretary of State of the State of Michigan promptly after adoption and to take all other actions incident upon such adoption pursuant to applicable charter or other provisions.

VOTE:        Yeas, 7  
              Nays, None  
              Absent, None

**MOTION:**    Motion by Thorsby, seconded by Carney:

That the members of the Brownfield Redevelopment Authority Board be Birmingham residents inasmuch as possible.

VOTE:        Yeas, 7  
              Nays, None  
              Absent, None

## **Birmingham City Commission Minutes**

### **Public Hearing on**

### **2022-2023 Recommended Budget**

**May 7, 2022**

**8:30 A.M.**

**Video Link: <https://vimeo.com/703118549>**

#### **I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

#### **II. ROLL CALL**

Alexandra 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, IT Manager Brunk, Police Chief Clemence, Library Director Craft, Assistant City Manager Ecker, Planning Director Dupuis, Assistant to the City Manager Fairbairn, Finance Director/Treasurer Gerber, City Attorney Grochowski, Building Official Johnson, Human Resources Manager Lambert, Museum Director Pielack, Consulting City Engineer Surhigh, Parking Systems Manager Weingartz, Fire Chief/Emergency Manager Wells, DPS Director Wood

#### **III. PUBLIC HEARING – 2022-2023 RECOMMENDED BUDGET**

CM Markus recommended that the public be given an opportunity to comment after every numbered section of the budget was presented.

The Mayor opened the public hearing at 8:33 a.m.

CM Markus then gave the introductory comments for the budget hearing.

For the General Fund, ACM Ecker presented the the Commission and the Manager's Office budgets, ATCM Fairbairn presented the City Hall & Grounds and the Property Maintenance-Library budgets, HRM Lambert presented the Human Resources budget, CC Bingham presented the Clerk's Office budget, FD Gerber presented the Finance Department budget, CM Markus and CA Grochowski presented the Legal budget, and FD Gerber presented the General Administration budget.

In reply to Commissioner Host, HRM Lambert and CM Markus described how non-union employees' pay rates are calculated. CM Markus said there is a pay-scale for non-union employees, and years of service and performance evaluations are used to calculate non-union employees' pay rates based on that pay scale. CM Markus stated that HRM Lambert also evaluates the market regularly to determine what those positions pay.

In reply to Commissioner Host, FD Gerber stated that the City provides reports to approximately 16 grant-making entities at this time.

In reply to Commissioner Host, CM Markus stated that a unilateral severance option exists in the contract between the City and Beier Howlett. He also confirmed that invoices from Beier Howlett are broken down by case and time spent, to the quarter-hour.

In reply to Commissioner Baller, CM Markus said there would not likely be any unforeseen impacts of moving the Building Department to Public Safety's budget. He stated that the process of moving water and sewer billing to fees instead of taxes is currently in its second year of a three-year transitional period. He said he anticipated updating the 'Performance Goals, Objectives, and Measures' portion of each departmental report within the next year as part of the implementation of the City's Strategic Plan.

FD Gerber added that the 'Performance Goals, Objectives, and Measures' portion of each departmental report is required by the Government Finance Officers Association Budget Award. He concurred that those could be updated to reflect the Strategic Plan once it is devised and implemented.

Commissioner Baller said that section should be treated as an opportunity to discuss the City's genuine accomplishments.

ACM Ecker presented the Judicial Budget.

For Public Safety, PC Clemence presented the Police and Dispatch budgets, FC Wells presented the Fire and Emergency Preparedness budgets, and BO Johnson presented the Building Department budget.

For Public Works, CCE Surhigh presented the Engineering budget and DPSD Wood presented the Public Services budget.

In reply to Commissioner Host, CCE Surhigh estimated that approximately 400 feet of water main and approximately 3,000 feet of sewers would be updated as part of the S. Old Woodward project. He explained that in the next two fiscal years the City would have the opportunity to install storm sewers that would drain into the river, and in FY 24-25 the Engineering Department will be working on other parts of the City.

In reply to MPT Boutros, CCE Surhigh confirmed that the City postponed its work on Pierce Alley because of the construction at 277 Pierce. CM Markus noted that the City required 277 Pierce to re-do its alley frontage as part of its construction.

The Commission took a brief recess at 10:06 a.m.

The Commission reconvened at 10:14 a.m.

FD Gerber and CM Markus presented the Health and Welfare budget.

PD Dupuis presented the Community and Economic Development budget.

For Recreation and Culture, DPSD Wood presented the Parks & Recreation budget, the Ice Arena budget, and the Community Activities budget. MD Pielack presented the Birmingham Historical Museum budget.

In reply to Commissioner Host, DPSD Wood stated that the new Ice Arena Superintendent position would be necessary to successfully support the year-round operation of the Ice Arena.

Commissioner Baller said he would like to see someone skilled in promoting the Ice Arena hired as the Ice Arena Superintendent.

CM Markus concurred.

FD Gerber presented the Transfers Out budget and the Special Revenue Funds budget.

For Enterprise Funds, PSM Weingartz presented the Automobile Parking System budget, FD Gerber presented the Water Supply System budget and the Sewage Disposal budget, and DPSD Wood presented the Municipal Golf Courses budget.

In reply to Commissioner Baller, CM Markus stated that the City is moving towards a decision on how to staff the City's parking system, with a contractor, new City-hired parking personnel, or a hybrid of both. He explained that the budget currently double-counts expenditures for both City parking personnel or a contractor, and that the budget would be adjusted appropriately once a decision is made. If a transition is made to staffing the parking system with City-hired parking personnel, there would be an overlap in expenditures for SP+ and City parking personnel during the transition phase, and then the budgeted expenditures for SP+ would cease.

Commissioner Baller commented that there would be increased transparency with City-hired parking personnel versus a parking contractor.

ITM Brunk presented the Information Technology budget.

CM Markus recommended that LD Craft present the Baldwin Public Library budget before lunch, with the remainder of the Component Unit budgets to be presented after lunch.

LD Craft presented the Baldwin Public Library budget.

In reply to Commissioner Baller, CM Markus explained that while the Baldwin Public Library's budget is reviewed by himself, the budget and proposed millages are done by Library Staff. He said he had a lot of confidence in the Library Director's recommendations.

LD Craft explained that the Library's construction would be pre-funded by the Library using about \$800,000 from the Library Trust that is either not earmarked or earmarked for building improvements. She said those funds would be used to ensure that the Library's fund balance would not go into the red. She said the funds would be spent as-needed.

The Commission recessed for lunch at 11:00 a.m.

The Commission reconvened at 11:14 a.m.

For the remainder of the Component Units, ACM Ecker presented the Principal Shopping District budget and FD Gerber presented the Brownfield Redevelopment Authority budget and the Triangle District Corridor Improvement Authority budget.

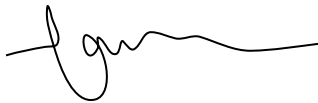
FD Gerber presented the Greenwood Cemetery Perpetual Care Fund budget, the Debt Service Fund budget, and the Capital Projects Fund budget.

In reply to Commissioner Baller, DPSD Wood stated that the approximately \$100,000 to be spent on the Rouge Trail in the next year would be for signage, wayfinding, and entry features. She explained that the initial Parks and Recreation bond issue was mostly spent on improvements to the Ice Arena and initial design work for projects. She stated that implementation and construction of those projects would come out of the next bond issue. She stated that the first bond issue was approximately \$4.25 million with an additional \$100,000 grant from Oakland County, and that a little over \$250,000 remains of those funds. She said those remaining funds might be used for pickleball courts next year.

The Mayor thanked Staff for all of their work on the 2022-2023 Recommended Budget presentation.

#### **IV. ADJOURN**

Mayor Longe adjourned the meeting at 11:34 a.m.



Laura Eichenhorn  
City Transcriptionist

**Birmingham City Commission Minutes**

**May 9, 2022**

**Municipal Building, 151 Martin**

**7:30 p.m.**

**Vimeo Link: <https://vimeo.com/707310826>**

**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 McLain  
Commissioner Schafer

Absent: Commissioner Host

Administration: City Manager Markus, City Clerk Bingham, Planning Director Dupuis, Assistant City Manager Ecker, City Attorney Kucharek

**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 (hospital occupancy) for Oakland County is currently Low. However, the City continues to highly recommend the public wear masks while attending City meetings. These precautions are due to COVID-19 transmission levels remaining high in Oakland County that have led to an increase in infections of City employees and board members. All City employees, commissioners, and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and medical grade masks for all in-person meeting attendees.

DPS Open House is on Saturday, May 14 10 a.m. to 2 p.m. 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.



The Baldwin Public Library will be holding a public open house on Sunday, May 22 from 2:00 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.

Proclamation Supporting Participation in United Way for Southeastern Michigan's 21 Day Equity Challenge

Proclamation Declaring the First Friday in June to be National Gun Violence Awareness Day

## **APPOINTMENTS**

### **05-128-22 Appointment of Jim Arpin to the Advisory Parking Committee**

The Commission interviewed Jim Arpin for the appointment.

**MOTION:** Nomination by MPT Boutros:

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

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

Nays, None

CC Bingham swore in Mr. Arpin.

## **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.

### **05-129-22 Consent Agenda**

The following items were pulled from the Consent Agenda:

Commissioner Haig: Item A – City Commission and Planning Board Minutes of April 18, 2022

Commissioner Baller: Item M – Set a Public Hearing for Request to Rezone Parcel #  
08-19-127-027 from R8 to R2

Mayor Longe noted she would recuse from voting on Item L, citing a business relationship between her spouse and La Strada.

**MOTION:** Motion by MPT Boutros, no second:

To approve the Consent Agenda excluding Items A and M, and noting Mayor Longe's recusal from voting on Item L.

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

Nays, None

- B. Resolution to approve the City Commission meeting minutes of April 25, 2022.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 27, 2022, in the amount of \$1,049,582.18.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 4, 2022, in the amount of \$ 214,454.81.
- E. Resolution to approve an extension of the public services and minor home repair contracts with NEXT for the purpose of expending remaining program year 2018-2019 and 2020-2021 Community Development Block Grant funds for the Yard Services, Senior Outreach Services, and Minor Home Repair Services administered by NEXT through December 31, 2022; and further, to authorize the Mayor and the City Clerk to sign the amendments on behalf of the City.
- F. Resolution to approve the recommendation to add Juneteenth to the City of Birmingham's designated legal holidays pursuant to Section 2-26 of the Birmingham City Code.
- G. Resolution to approve the addendum to the Greenwood Management Services Agreement with provider Creative Collaborations, LLC, to act on behalf of the city as the service provider to the Historic Greenwood Cemetery for a term of one year, with annual renewals until either party exercises the termination provisions as stated in the contract. The addendum to the annual contract is set for an amount not to exceed \$45,600.00, which will be paid from account #101-215.000-811.0000.
- H. Resolution to authorize the IT department to renew the Cortex XDR antivirus endpoint software license from AmeriNet. The purchase price not to exceed \$9,530.56. Funds are available in the IT Software Fund Account: 636-228.000-742.0000.
- I. Resolution to approve the request for reimbursement for the maximum allotment of \$2,705.23 for eligible mosquito control activity under the Oakland County's West Nile Virus Fund Program.
- J. Resolution to approve the City Manager's authorization for the emergency expenditure related to the repair of vehicle #160 by Jack Doheny Company, the sole supplier of the repair, for \$7,893.52 to be charged to the Auto Equipment account #641-441.006-933.0200, pursuant to Sec. 2-286 of the City Code.
- K. Resolution to approve the DTE Master Street Lighting Agreement for the removal of existing lighting and installation of the planned new lighting for the Phase 3 S. Old Woodward work. In addition, to authorize the Mayor to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #401-901.010-981.0100.

- L. Resolution to set a public hearing date of June 13, 2022 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 243 E. Merrill – La Strada – to allow for the expansion of the existing bistro and the associated interior renovations and the addition of a new outdoor dining platform in the Merrill St. right-of-way.

**05-130-22 (Item A) City Commission and Planning Board Minutes of April 18, 2022**

Commissioner Haig stated he wanted to abstain from the vote on these minutes since he was not present at the April 18, 2022 joint meeting between the City Commission and the Planning Board.

**MOTION:** Motion by MPT Boutros, seconded by Commissioner Baller:  
To approve the City Commission and Planning Board joint meeting minutes of April 18, 2022.

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

Nays, None

Abstain, Commissioner Haig

**05-131-22 (Item M) Set a Public Hearing for Request to Rezone Parcel # 08-19-127-027 from R8 to R2**

Commissioner Baller recommended that the Commission not set a public hearing date for this item, and explained his concerns.

CM Markus stated:

- He discussed this item with Commissioner Baller and Staff prior to the present meeting;
- Commissioner Baller was correct that Staff misportrayed to the Planning Board what the R8 zone permits;
- Commissioner Baller was correct that while the R8 zone limits eight units in a building, it does not prevent more than one building on a site;
- Commissioner Baller was correct that the Board was told that R8 only allows eight units per site;
- A Board member even asked whether an R8 site was limited to eight units regardless of the lot's size, and that Staff confirmed that to be the case; and,
- The lot has been split, not according to the Commission's rules, but was subdivided by the party that typically signs off on these things but is not the expert regarding the process, so the lot split is reflected at the County level.

CM Markus invited PD Dupuis speak on the matter as well.

PD Dupuis concurred with CM Markus, specifying that Planning Staff did misrepresent to the Board over the course of its April 27, 2022 meeting what can be developed in the R8 zone.

CM Markus added:

- Initially the neighborhood was supportive of the section of the parcel in question being developed as a single family residence, and historically that was the discussion;

- If a single family home were to be added to this parcel, it would be more appropriate to do it as part of a lot split instead of keeping it as part of the condominium association;
- Because of Staff's misunderstanding of the R8 ordinance at the April 27, 2022 meeting, some of the neighbors of the parcel may now believe that if the City were to deny the rezoning that the property could remain as open space, when in fact that is not likely;
- A denial of this request may constitute some level of 'taking', which means the removal of the potential for an owner to use their property;
- Due process can be preserved by the Commission taking no action presently, and by asking the Board to review this issue again with Staff providing corrected information; and,
- An appropriate motion would be for the Commission to direct the Board to review this issue again. Once the Board returns their findings to the Commission, then the Commission could consider setting a public hearing.

In reply to an inquiry from Mayor Longe, CA Kucharek said the Board could be asked to review the item at the next available meeting for which adequate public notice can be provided.

**MOTION:** Motion by MPT Boutros, seconded by Commissioner Schafer:  
To direct the Planning Board to again review the request to rezone Parcel # 08-19-127-027 from R8 to R2 at the next available meeting for which adequate public notice can be provided.

Commissioner McLain and MPT Boutros thanked Commissioner Baller.

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

Nays, None

## **VI. UNFINISHED BUSINESS**

None.

## **VII. NEW BUSINESS**

### **05-132-22 Public Hearing: 2100 E. Maple – Whole Foods/Maple Road Taproom – Special Land Use Permit**

The Mayor opened the public hearing at 7:58 p.m.

PD Dupuis presented the item.

Kelly Allen, attorney, was present on behalf of the applicant.

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

Commissioner Baller stated that establishment's prior issue seemed to have been an accident of Covid-19 that has now been resolved.

CM Markus stated that in future meetings a representative from the establishment be present so that

information can be exchanged between the representative and the Commission as needed. He said that license holders usually have a representative present. He asked Ms. Allen to convey to the management that they should be present when they have an item before the Commission, including the establishment's review at the annual liquor license renewal.

Ms. Allen stated that management was on Zoom at the last public hearing, but were not present at the annual liquor license renewal meeting. She said it was her impression that management did not need to be present tonight given her reading of the item and the recommended action, and took responsibility for that determination.

### **05-133-22 Public Hearing – 220 Merrill – 220 Restaurant – Special Land Use Permit (SLUP) Amendment, Final Site Plan and Design Review**

Mayor Longe recused herself from this item at 8:05 p.m., citing a business relationship between her spouse and this with entity.

MPT Boutros assumed facilitation of the meeting at 8:05 p.m.

MPT Boutros opened the public hearing at 8:05 p.m.

PD Dupuis presented the item. He clarified:

- That since the March 31, 2022 recommendation of approval from the Planning Board, Staff determined that the language used in the Board's motion for condition three was not appropriate since it seemed to put pressure on another board/committee;
- Similar language would not be included in recommended motion language moving forward;
- The second condition of the motion approved by the Historic District Committee (HDC) on May 4, 2022 was actually that the HDC recommended the Commission change the color palette of the platform, specifically in regards to the chairs and umbrellas; and,
- The applicant indicated that if they were approved for the outdoor dining platform in question they would no longer use any on-street parking spaces for their valet operations.

He stated he had been a little overreaching in the memo to the Commission and wanted those items to be clear.

CM Markus clarified that the language used in the Board's motion for condition three from March 31, 2022 should have said the item must be reviewed by the Advisory Parking Committee (APC), not requiring a favorable recommendation from the APC.

#### Public Comment

Rick Willits, resident and manager of Merrillwood, raised concerns about traffic congestion on Merrill that he said is caused by 220 Merrill's valet operations and about general traffic noise on Merrill.

David Potts, resident of Merrillwood, echoed Mr. Willit's concerns. Mr. Potts said he would be meeting with Zaid Elia, owner of 220 Merrill, to discuss those concerns.

Both Messrs. Willits and Potts said they would like to see increased parking and traffic enforcement activity on Merrill.

MPT Boutros closed the public hearing at 8:22 p.m.

Zaid Elia, owner of 220 Merrill, spoke on behalf of the request. He stated:

- Installation of the dining deck might help slow the traffic down, and thus reduce the traffic noise, on Merrill;
- While he is also troubled by vehicle noise on Merrill, he was aware that the Police Department had many miles to cover and could not always catch parking and traffic violations on Merrill;
- 220 Merrill's valet operations are open to the public and are operated out of its private drive;
- The expansion of the outdoor dining is in part an effort to recover from the impacts of Covid-19 on the business;
- 220 Merrill has received few noise complaints overall, and none in the last two years during which the outdoor dining platform was operational;
- There were also no traffic accidents stemming from the outdoor dining platform's operation; and,
- 220 Merrill's outdoor dining platform would contribute to the City's vibrancy, beauty, walkability, and community.

Steve Ferich, operator of In-House Valet, stated the valeted cars are parked in a rented parking lot at 211 E. Merrill.

In reply to Commission inquiry, Mr. Elia continued:

- That even though 220 Merrill is adjacent to the Pierce Street garage maintaining valet services is important for reasons of both convenience and accessibility;
- He directed the manager of valet operations to increase staffing to ensure expedient service and to mitigate vehicular congestion;
- He is willing to rent additional parking spaces in the structure to accommodate potentially increased use of the valet services; and,
- 220 Merrill has had vehicular traffic crossing the sidewalk as part of its valet operations for nine years with no incident.

Commissioner Haig raised concerns about the increased vehicular traffic that would now be crossing the sidewalk during the valet's hours of operation. He recommended that condition be reviewed by the Multi-Modal Transportation Board in terms of safety and the impact on pedestrian use of the sidewalk through that area.

In reply to Commissioner Haig, PD Dupuis confirmed that the width of the outdoor dining platform would be 10 inches wider than the parking spaces. He stated that width was approved as the maximum appropriate width for the outdoor dining platform by the Engineering Department.

Both Commissioner Haig and CM Markus emphasized the importance of keeping a five foot clear path outside of 220 Merrill, and noted that issues had occurred with that in the past.

Commissioner Haig also stated the City does not have a set policy about parking spots versus parking decks.

Commissioner Baller stated:

- While he is supportive of outdoor dining, 220 Merrill already has an abundance of outdoor seating on its property, to which they want to add this outdoor dining platform;
- While 220 Merrill may not be causing the noise on Merrill, the establishment attracts noise. He said he was unsure if 220 Merrill could influence the issue, or if the City could. He floated the idea of making Merrill pedestrian-only;
- The valet is a huge issue and there should be a traffic study and a valet plan. He concurred with Commissioner Haig that the valet operations essentially create a street across a sidewalk;

- This proposal will make the traffic and the noise worse on Merrill;
- 220 Merrill could put up signs and otherwise communicate to its patrons the need for a respectful volume due to the residential neighbors;
- He would like to make it so that a certain number of violations affiliated with the operation of 220 Merrill, including parking enforcement issues, would return 220 Merrill to the Commission for review of its SLUP;
- There is likely a way to increase 220 Merrill's outdoor dining without having a detrimental impact on Merrill, but that the current proposal was likely inadequate for that purpose.

MPT Boutros and Commissioners Baller, McLain, and Schafer said they had no issue with the pink chairs.

Commissioner McLain said:

- She has also seen issues stemming from the valet operations, but said the Commission needs to balance that with the fact that 220 Merrill is a long-standing business in the community;
- This proposal has been reviewed by the Planning Board and the APC. She asked the Commission what it expects businesses to do if the Commission does not allow businesses to make a plan, get it accepted, and to move forward;
- The Commission needs to consider its process; and,
- If this item is sent back for further study, Mr. Elia will have no opportunity to operate the outdoor dining deck during the short time period permitted and thus will not be able to use it to help recover from the business impacts of Covid-19.

Commissioner Schafer noted that:

- 220 Merrill was proposing a situation that increases activation of the street, which is something the Commission has requested of City establishments;
- While this results in positive aspects, it also results in some difficulties. She said the valet operations in this case clearly compound the traffic problem on Merrill;
- The situation of the regular valet traffic across the sidewalk was likely not safe and is not intended to be a roadway;
- The Pierce Street garage is a few steps away from this establishment, and that needs to be considered; and,
- She wanted to support the outdoor dining, but not the extraneous noise and activity it will bring.

MPT Boutros said:

- He had no concerns about adding additional outdoor seating via the outdoor dining platform to 220 Merrill's extant outdoor seating because this is one of the largest dining establishments in the City;
- The Commission has encouraged activity and vibrant streets;
- The outdoor dining platform will likely slow down vehicles and reduce vehicular noise since the outdoor dining platform would narrow the street by about 10 inches;
- He agreed with Commissioner McLain's comment that requiring further study before implementation would effectively eliminate 220 Merrill's ability to operate during the 2022 summer outdoor dining season;
- He wanted assurances that the five foot clear path would be maintained; and,
- Residents choosing to live in the center of a vibrant downtown should expect some amount of noise stemming from activity. Though the City can also endeavor to minimize excessive noise, the City needs to be clear on whether it wants an active downtown or a silent one.

In reply to Commissioner Schafer, CM Markus said the valet service has had challenges in hiring and maintaining sufficient staff to deliver on its operational promises.

CM Markus continued that 220 Merrill has had issues with obstructing the sidewalks with objects, people, and vehicles. He said Mr. Elia would have to be held accountable by the Commission if the valet operation and five foot clear path are not maintained as promised. He noted that the Police Department simply does not have enough resources to patrol Merrill enough to remedy the issues that could arise from 220 Merrill's valet operations.

**MOTION:** Motion by Commissioner McLain, seconded by Commissioner Schafer:  
To approve 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 with the following conditions:

1. The applicant must remove all privately owned obstructions such as the existing planter boxes, as well as the hanging planters proposed on the new fence on the east side of the existing patio from the public right-of-way or relocate them to private property;
2. The applicant must install city standard tree grates over both tree boxes that exist along the right-of-way adjacent to the property;
3. The applicant must appear before the Commission again at the second Commission meeting in July 2022 to review compliance.

Commissioner Baller said he would be evaluating the safety and efficiency of the valet operations, the maintenance of the five foot clear path, and efforts at noise reduction when 220 Merrill is back before the Commission in July 2022. He said his concerns were not just ones of safety, but also ones of nuisance.

MPT Boutros wished Mr. Elia the best of luck and entreated he and Mr. Ferich to address the Commission's and neighbors' concerns.

ROLL CALL VOTE: Ayes, Commissioner Schafer  
Commissioner Baller  
MPT Boutros  
Commissioner McLain

Nays, Commissioner Haig

**05-134-22 Request to Include 469-479 S. Old Woodward in the Parking Assessment District**

Mayor Longe rejoined the meeting at 9:32 p.m. and resumed facilitation of the meeting.

CM Markus summarized the request from the applicant.

Stephen Estey, attorney for the applicant, reviewed his letters included in the evening's agenda packet regarding the request.

Commissioner Baller noted that D-4 zoning did not exist in 1982. He noted that 369-397 N. Old Woodward Ave was zoned residential, and questioned whether the addition of those addresses to the Parking Assessment District could be described as correcting an irregularity.

In reply to Commissioner Baller, Mr. Estey said that the approved site plan for 469-479 S. Old Woodward s not viable. He stated that the applicant had been unable to attract the kind of retail tenants needed



because sufficient parking is not available. He added that the approved site plan does not align with the master plan's goals for the area. He said the applicant would need to provide larger retail spaces and offer more mixed use both of which necessitate admission to the Parking Assessment District (PAD).

Doraid Markus, one of the owners of 469-479 S. Old Woodward, contended that no retailers are interested in renting out the two available 745 sq. ft. retail spaces because they find them too small.

Both Commissioner Baller and CM Markus listed a number of retail uses that occupy similarly-sized retail spaces in Birmingham.

Consequently, Commissioner Baller said he would like to see substantiation of the contention that no retailers would be interested in a 745 sq. ft. retail space.

In reply to MPT Boutros, CM Markus said next steps would be for the Commission to direct the City Attorney write a response to Mr. Estey's letter, which the Commission could then review.

CM Markus reviewed a memorandum he provided to both the Commission and the applicants. He noted the memorandum included some of his more major concerns regarding the applicant's request, but should not be construed to be a comprehensive list of his concerns regarding the request.

In reply to the Mayor, CA Kucharek concurred with CM Markus that she should respond in writing to the points laid out in the letters from the applicant's attorney prior to the Commission continuing its discussion of the request given the possibility of litigation.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Schafer:  
To direct the City Manager to direct the City Attorney to respond in writing to the letters from the applicant's attorney.

In reply to MPT Boutros, the Mayor said that City Attorney would deliver her written response to the applicant's representation. The Mayor said that the applicant could then decide whether they were satisfied with the City Attorney's response, or whether they wanted to continue the conversation with the Commission, at which point they would have the opportunity to do so.

CM Markus confirmed that was the process he recommended.

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

Nays, None

### **05-135-22 Resolution Regarding Highland Park's Water and Sewer Debts**

ACM Ecker presented the item.

**MOTION:** Motion by Commissioner Baller, seconded by MPT Boutros:

To adopt a Resolution in Opposition to GLWA Member Communities Paying for the City of Highland Park's GLWA Debt, and to direct the City Manager to forward copies of the approved resolution to Governor Whitmer, our State legislators and to the Great Lakes Water Authority.

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

Nays, None

**05-136-22 Charter Amendment to Chapter IV of the Birmingham City Charter**

CA Kucharek presented the item.

**MOTION:**           Motion by MPT Boutros, seconded by Commissioner Baller:  
To make a motion adopting a Resolution to amend the City of Birmingham Charter, Chapter IV. – REGISTRATIONS, NOMINATIONS AND ELECTIONS as provided, and to direct the Mayor's signature for approval and the Clerk to proceed as dictated by state law.

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

Nays, None

**05-137-22 Charter Amendment to Chapter VI of the Birmingham City Charter**

CA Kucharek presented the item.

The Mayor said she would have appreciated having more than one comparator municipality's threshold provided in the memorandum.

CA Kucharek noted that Birmingham's surrounding communities have largely not addressed this issue in their charters because of the difficulties of doing a charter amendment. She said she provided Ann Arbor as the comparator since it is the most similar to Birmingham in terms of budget.

In reply to the Mayor, CM Markus said:

- Staff would return to the Commission with a proposed amendment to the purchasing policy, which would be implemented if the voters approve the correlated charter amendment change;
- Changing the amount is appropriate, will increase efficiency, and will reduce expenditures; and,
- The Commission should choose a proposed threshold of \$50,000 or \$75,000 based on their sense of which the residents are more likely to approve.

The Mayor concurred that the threshold change should be an amount the Commissioners feel is reasonable

and likely to be approved by the electorate.

Commissioner Baller stated that likelihood of electorate approval was not the only factor worth considering. He noted:

- The \$6,000 threshold from 1987 would increase to approximately \$15,000 presently;
- That \$6,000 threshold, as selected in 1987, reflected the desire of past Commissions to have robust oversight of contracts for goods, services, or professional services; and,
- While assembling these items for RFPs and Commission review is time consuming for both Staff and the Commission, having opportunity for Commission and public comment is useful in many cases.

In reply to Commissioner Baller, CM Markus noted:

- That projects under the threshold would still be subject to review by the Commission;
- The only difference would be that an RFP and bidding process would not occur;
- That would save not only the costs of Staff preparing those items, but the costs of the bidders replying to the RFPs, which are rolled into the costs of the bids; and,
- He could create a policy that would outline how projects under the threshold amount should be reviewed by the Commission.

Commissioner Haig said:

- The proposed \$75,000 threshold would represent about the rate of inflation if the threshold were not reviewed again for another 35 years;
- He did not find that proposal particularly prohibitive;
- It might be worth considering allowing replacements to occur with minimal review, and new purchases or projects to be subjected to more review; and,
- That could give the public assurances that funds are being spent appropriately while minimizing bureaucracy to increase efficiency.

**MOTION:** Motion by MPT Boutros, seconded by Commissioner Schafer:  
To amend the City of Birmingham Charter, Chapter VI. – CONTRACTS, Sections 1., 2., and 3. as provided, and to direct the Mayor's signature for approval and the Clerk to proceed as dictated by state law.

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

Nays, None

Commissioner Haig said that outlining the projected savings from implementing this policy could help educate the electorate about why this would be a worthwhile change.

Commissioner Baller and the Mayor concurred.

## **05-138-22 City Manager Selection Process**

CM Markus reviewed the item.

Commissioner Baller said:

- While he had previously preferred option three, because it is 'best practice', upon further consideration he now prefers promoting ACM Ecker to the City Manager position;
- He could not know how much time a search would take, or the impact it would have on ACM Ecker's morale, given the difficulty of being one of a number of candidates for a long period of time;
- It would take a very exceptional candidate to make him believe that someone would be more equipped than ACM Ecker to do the City Manager job;
- He was willing to go through a search if the Commission determined it necessary, but he wanted to be clear on his stance.

Commissioner McLain said she felt strongly that the public would want a formal process, even while acknowledging ACM Ecker's hard work and experience. She said she preferred option three.

In reply to Commissioner Schafer, CM Markus described what the process would be for option three.

Mayor Longe stated:

- Option two represents an extensive process, having been through it in other contexts;
- External search processes also often disadvantage internal candidates;
- She likes ACM Ecker and had full faith in her abilities;
- She also agreed with Commissioner McLain that the public would appreciate a formal process, and that going through it successfully would grant ACM Ecker the credibility to govern.

Commissioner Haig concurred with Commissioner McLain and the Mayor about the importance of option three. He suggested that as part of the third option, ACM Ecker be given more opportunities to demonstrate her skillset in navigating contentious topics during Commission meetings.

CM Markus concurred with Commissioner Haig's suggestion.

MPT Boutros said he had also had occasion in the past to use executive search committees, and that his experience had been that it is always better to hire a qualified internal candidate if one is available. He said he was confident that ACM Ecker would be a superlative candidate but would be willing to go through the process if necessary.

The Mayor said that while she generally agreed with MPT Boutros, option three would help safeguard the public's trust.

**MOTION:** Motion by Commissioner McLain, seconded by Commissioner Haig:  
To direct the current City Manager to continue to train, educate and acclimate the current Assistant City Manager in order to be able to assume the duties of the City Manager. Further, the City Commission directs the City Manager to take the necessary actions to assist the City Commission in order to effectuate option three in the City Manager selection process.

Commissioner McLain emphasized that this would be a public, transparent process to ensure that Birmingham finds the right fit for its next City Manager.

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

Nays, None

**05-139-22 Amendment to the January 25, 2021 Amended and Restated Employment Agreement Between Thomas M. Markus and the Commission of the City of Birmingham**

CM Markus introduced the item.

The Mayor stated the City Manager:

- Received a very favorable performance review;
- Had to undertake a lot more work than he had anticipated before returning to Birmingham; and,
- Has done a tremendous job reviewing operations, hiring an enormous number of Staff, shoring up the personnel side of the City, improving polices and processes, and increasing revenue recovery.

The Mayor apologized for not discussing a raise during the City Manager's performance review, which she said was an omission on her part. She noted that approving the raise would have been done in public regardless, but that part of the present conversation could have occurred in during closed session.

**MOTION:** Motion by MPT Boutros, seconded by Commissioner Baller:  
To amend the City Manager's Employment Agreement increasing the annual salary.

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

Nays, None

The Commission thanked the City Manager for all of his work.

**Commission Discussion On Items From Previous Meetings**

**BBCC Mental Health**

Commissioner Baller said the City could possibly offer BBCC access to the City's communications infrastructure as one way of supporting BBCC's mission. He said City departments should also be encouraged to have more student interns. He said he was interested in hearing more suggestions about how to support BBCC's efforts.

The Mayor agreed that it could be worthwhile for the City's Communications Department to provide contact information for community mental health resources on the City's website, to broadcast that information via the City's social media channels, and to possibly publish an article in one of Birmingham's print magazines about the conversation the Commission had with BBCC.

Commissioner Baller said he was very impressed with the City's Communications Staff.

CM Markus agreed, and said he was confident that the Communications Staff would find ways to publicize BBCC that would be effective. He noted that mental health difficulties are a national issue, that getting

mental health or counseling is positive, and that however the City could help publicize that message would be positive.

**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.

The Commission requested that the City Manager expedite the selection of a City tennis court for restriping to a pickleball court. They emphasized that they wanted it done as soon as possible without circumventing the normal process.

Commissioner Baller said the City needs more clarification on how references to the parking assessment district in the ordinance should be updated to reflect the current situation.

In reply to Commissioner Baller, the City Manager and Mayor said the Commission could discuss potential principles for granting the use of public outdoor space for private uses at the joint Planning Board-Commission meeting in June 2022.

## **VIII. REMOVED FROM CONSENT AGENDA**

## **IX. COMMUNICATIONS**

## **X. REPORTS**

- A. Commissioner Reports
  - 1. Notice of intention to appoint to the Historic District Study Committee
  - 2. Notice of intention to appoint to the Board of Ethics
  - 3. Notice of intention to appoint to the Museum Board
  - 4. Notice of intention to appoint Hearing Officer
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
  - D. Legislation
  - E. City Staff Report
    - 1. Update Concerning OMA
    - 2. 3rd Quarter Budget Report
    - 3. 3rd Quarter Investment Report

## **INFORMATION ONLY**

## **XI. ADJOURN**

Mayor Longe adjourned the meeting at 11:23 p.m.

Alexandria Bingham  
City Clerk

A handwritten signature in black ink, appearing to read 'Laura Eichenhorn', with a long horizontal flourish extending to the right.

Laura Eichenhorn  
City Transcriptionist

# City of Birmingham

## Warrant List Dated 05/11/2022

Meeting of 05/23/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
285475	*	005430	21ST CENTURY MEDIA- MICHIGAN	3,455.00
285476	*	009479	ABC ENTERTAINMENT	2,100.00
285478	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	725.00
285479	*	009393	AMANDA MCBRIDE	250.00
285480		000401	AMERICAN FLAG & BANNER	306.00
285481	*	008977	JOBMATCH LLC DBA APPLICANTPRO	239.00
285482	*	007033	APPLIED IMAGING	6,984.70
285483	*	009380	APRILE LAW, PLLC	300.00
285486		BDREFUND	Archadeck of Southeast Michigan	200.00
285487		BDREFUND	ATELIER ARCHITECTS INC	5,000.00
285488	*	009381	ATTISHA LAW PLC	250.00
285490	*	009383	BATTI LAW PLLC	440.00
285491	*	001282	BEAR PACKAGING & SUPPLY INC	384.56
285492		BDREFUND	BELFOR USA GROUP INC	500.00
285493	*	004931	BIDNET	1,185.62
285494		BDREFUND	BOJI GROUP	100.00
285495		003526	BOUND TREE MEDICAL, LLC	125.50
285496	*	006953	JACQUELYN BRITO	241.57
285497		BDREFUND	BRUTTELL ROOFING INC	100.00
285498		003907	CADILLAC ASPHALT, LLC	1,003.69
285499		008385	CALLAWAY GOLF	271.50
285500		BDREFUND	CAPS CONSULTING LLC	200.00
285501		000605	CINTAS CORPORATION	211.12
285503	*	001086	JACK TODD- PETTY CASH	3,000.00
285504	*	008955	COMCAST	274.94
285505		BDREFUND	Conklin Home Improvements	100.00
285507		003923	CUMMINS BRIDGEWAY LLC	899.52
285508		BDREFUND	CUTLER, DOUGLAS	300.00
285509		BDREFUND	DAVID FISHER	200.00
285510		009309	DEALER AUTO PARTS	37.51
285511		000233	DEAN SELLERS	1,281.66
285514	*	000179	DTE ENERGY	108.04
285515	*	000179	DTE ENERGY	1,556.87
285516	*	000179	DTE ENERGY	106.74
285517	*	000179	DTE ENERGY	73.82
285518	*	000179	DTE ENERGY	2,387.03
285519	*	000179	DTE ENERGY	179.66
285520	*	000179	DTE ENERGY	1,028.60
285521	*	000179	DTE ENERGY	14.76
285522	*	000179	DTE ENERGY	444.56
285523	*	000179	DTE ENERGY	69.04
285524	*	000179	DTE ENERGY	45.56



# City of Birmingham

## Warrant List Dated 05/11/2022

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Check Number	Early Release	Vendor #	Vendor	Amount
285525	*	000180	DTE ENERGY	42,532.41
285526		BDREFUND	EDWIN ANTHONY HOMES	500.00
285527	*	009100	ENZO WATER SERVICE	300.00
285528		BDREFUND	FAREED MOJARADI	1,400.00
285529		BDREFUND	FAST SIGNS OF BIRMINGHAM	200.00
285530		006654	FLEETPRIDE INC	154.76
285531	*	009480	FUN EVENT GROUP INC.	1,198.00
285532	*	004604	GORDON FOOD	821.14
285533		009275	GREAT LAKES COCA-COLA DISTRIBUTION	409.30
285534		001531	GUNNERS METER & PARTS INC	285.00
285535		001447	HALT FIRE INC	594.66
285536		003132	HASTINGS AIR-ENERGY CONTROL INC	1,980.55
285537	*	009382	HB LAW, PLLC	250.00
285538		007458	HERITAGE - CRYSTAL CLEAN, LLC	2,249.00
285539		BDREFUND	HILLAN HOMES, INC	2,500.00
285540	*	001956	HOME DEPOT CREDIT SERVICES	240.71
285541		BDREFUND	HOME DEPOT USA INC	500.00
285542		BDREFUND	HOME INSPECTION PLUS INC	200.00
285544		BDREFUND	HRH CONSTRUCTION LLC	2,000.00
285545		000948	HYDROCORP	1,381.00
285546		000342	IBS OF SE MICHIGAN	468.12
285547	*	009401	IRENE S WASSEL	500.00
285549	*	009403	JUSTIN ZAYID	300.00
285550		BDREFUND	KIRCOS, DAVID	200.00
285551		005452	KNOX COMPANY	1,004.00
285552	*	000362	KROGER COMPANY	42.32
285553		BDREFUND	KRYSTIAN ADRIAN ZADROZNY	100.00
285554		MISC	LABYRINTHS IN STONE	100.00
285555	*	009392	LAMB LEGAL CONSULTING SERVICES	300.00
285556		BDREFUND	LANTECH DEVELOPMENT	500.00
285557	*	009386	LAW OFFICE OF BRIAN P. FENECH	300.00
285558	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	1,345.00
285559		000284	LESLIE ELECTRIC COMPANY	355.65
285560		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	253.70
285562		009422	ALEX LINKE	674.00
285563		009375	LITHIA MOTORS, INC SUPPORT SERVICES	385.56
285565		BDREFUND	MELISTAS HOMES, LLC	2,500.00
285566		008793	MERGE MOBILE, INC.	73.00
285568	*	MISC	MICHELLE DRISCOLL	693.75
285569	*	007744	MOHAMED F. CHAMMAA	19.30
285571		BDREFUND	MUTSCHLER KITCHENS INC	200.00
285572	*	009400	N.L. SMITHSON & ASSOCIATES PLLC	500.00
285574		002853	OAKLAND COMMUNITY COLLEGE	820.00

# City of Birmingham

## Warrant List Dated 05/11/2022

Meeting of 05/23/2022

Check Number	Early Release	Vendor #	Vendor	Amount
285575	*	004370	OCCUPATIONAL HEALTH CENTERS	1,278.00
285576	*	009478	ODP BUSINESS SOLUTIONS, LLC	108.80
285577		007718	OFF COURSE PRODUCTIONS INC.	591.25
285579		BDREFUND	PERSPECTIVES CUSTOM CABINETRY INC	300.00
285580		BDREFUND	PMS DIVERSIFIED CONSTRUCTION SERVIC	300.00
285581		004137	R & R FIRE TRUCK REPAIR INC	5,017.51
285582		002393	R & R PRODUCTS INC	408.10
285583	*	009397	RABAA PLLC	250.00
285584		007252	RAY WIEGAND'S NURSERY INC.	390.00
285585		BDREFUND	REEM TOMA	100.00
285586		BDREFUND	REINKENSMAYER, BRANDON B	100.00
285587		BDREFUND	RENEWAL BY ANDERSEN	1,000.00
285588		002759	ROCKET ENTERPRISE INC	275.00
285589		BDREFUND	ROLLYN ROBERT LLEWELLYN, III	500.00
285590	*	002806	SAM'S CLUB/SYNCHRONY BANK	691.52
285591		007697	SAVE THE MOMENT	97.00
285592	*	002087	SEMCOG	2,918.00
285593		009178	SERVICE GLASS COMPANY INC	381.82
285594		008815	SHI INTERNATIONAL CORP.	975.60
285595	*	004202	SHRED-IT USA	171.64
285596		BDREFUND	SINGLE PLY INTERNATIONAL OF MI	100.00
285597	*	008073	SITEONE LANDSCAPE SUPPLY, INC	1,884.99
285598		008144	SMARTDEPLOY	1,414.00
285600		000260	SPARTAN DISTRIBUTORS INC	147.93
285602		BDREFUND	TEDESCO BASEMENT WATERPROOFING	100.00
285603	*	009389	THE LAW OFFICE OF KHARI HATCHETT	250.00
285604		BDREFUND	THREE C'S LANDSCAPING	300.00
285606		000275	TIRE WHOLESALERS CO INC	697.29
285607		BDREFUND	TITTLE BROTHERS CONSTRUCTION LLC	200.00
285608		004379	TURNER SANITATION, INC	200.00
285609		008941	UPTOWN MARKET OF BIRMINGHAM	86.38
285610		007226	VALLEY CITY LINEN, INC	60.45
285611	*	000293	VAN DYKE GAS CO.	196.63
285612	*	000158	VERIZON WIRELESS	745.93
285613	*	000158	VERIZON WIRELESS	76.02
285614	*	000158	VERIZON WIRELESS	1,321.19
285615	*	000158	VERIZON WIRELESS	139.55
285616		BDREFUND	WALLSIDE INC	1,500.00
285618		001490	WEST SHORE FIRE INC	479.00
285619		BDREFUND	WHITE WOLF LANDSCAPING	100.00
285620	*	009402	WILKERSON LAW, PLLC	250.00
285621		BDREFUND	WOODWARD BROWN VENTURES LLC	1,000.00
285622	*	009147	SCOTT ZIELINSKI	26.91

# City of Birmingham

## Warrant List Dated 05/11/2022

Meeting of 05/23/2022

Check Number	Early Release	Vendor #	Vendor	Amount
SUBTOTAL PAPER CHECK				\$135,143.01
<u>EFT TRANSFER</u>				
" "		009471	RAVE ASSOCIATES	266.40
SUBTOTAL EFT TRANSFER				\$266.40
<u>ACH TRANSACTION</u>				
5222	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	25,992.61
5223	*	008226	KATHERINE ABELA	1,986.12
5224	*	008649	ROBERT ABRAHAM JR.	35.00
5225		009126	AMAZON CAPITAL SERVICES INC	737.06
5225	*	009126	AMAZON CAPITAL SERVICES INC	348.17
5226		000517	BEIER HOWLETT P.C.	36,702.50
5227	*	000518	BELL EQUIPMENT COMPANY	4,474.88
5228	*	007345	BEVERLY HILLS ACE	79.29
5229	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	474.00
5230	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	72.95
5231	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	84.00
5232	*	008983	BRENNA SANDLES	549.25
5233		007875	CANFIELD EQUIPMENT SERVICE INC.	240.00
5234	*	009396	CECILIA QUIRINDONGO BAUNSOE	250.00
5235	*	008044	CLUB PROPHET	540.00
5236		002668	CONTRACTORS CLOTHING CO	292.10
5237	*	000565	DORNBOS SIGN & SAFETY INC	217.95
5239		000213	FIRE DEFENSE EQUIP CO INC	40.78
5240		006181	FIRST CHOICE COFFEE SERV	154.64
5241	*	009390	IDUMESARO LAW FIRM, PLLC	300.00
5242	*	000261	J.H. HART URBAN FORESTRY	15,280.44
5243		000186	JACK DOHENY COMPANIES INC	9,302.79
5244	*	003458	JOE'S AUTO PARTS, INC.	75.89
5245	*	006370	KLM SCAPE & SNOW LLC	70,800.00
5246	*	009385	LAW OFFICE OF MICHAEL J. DICK	250.00
5247	*	005550	LEE & ASSOCIATES CO., INC.	373.00
5248	*	007977	KAREN LINGENFELTER	495.00
5251		000462	MOTOR CITY INDUSTRIAL	30.77
5252		001194	NELSON BROTHERS SEWER	418.00
5253	*	002767	OSCAR W. LARSON CO.	1,169.89
5254	*	006853	PAUL C SCOTT PLUMBING INC	928.00
5255	*	005688	PEGASUS ENTERTAINMENT INC	400.00
5256	*	003554	RKA PETROLEUM	2,518.64
5257	*	001181	ROSE PEST SOLUTIONS	195.00
5258		000254	SOCRRA	79,395.00
5259	*	004320	TRI-COUNTY POWER RODDING, INC	1,150.00
5260		009266	US SIGNAL COMPANY LLC	2,356.35

**City of Birmingham**  
**Warrant List Dated 05/11/2022**

Meeting of 05/23/2022

Check Number	Early Release	Vendor #	Vendor	Amount
5261	*	000969	VIGILANTE SECURITY INC	220.50
5262	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,750.01
5263	*	009379	YELLOW DOOR LAW	3,750.00
SUBTOTAL ACH TRANSACTION				\$264,430.58
GRAND TOTAL				\$399,839.99

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 05/18/2022

Meeting of 05/23/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
285624		003708	AIRGAS USA, LLC	266.86
285625	*	009442	DEREK ALDRICH	200.00
285627	*	006686	ALLTRONICS SYSTEMS LTD	2,425.00
285628		BDREFUND	AMERICAN STANDARD ROOFING	100.00
285629		007033	APPLIED IMAGING	240.23
285630	*	006759	AT&T	124.36
285631	*	006759	AT&T	251.83
285632	*	006759	AT&T	124.36
285633	*	004027	AUTOMATED BENEFIT SVCS INC	10,789.19
285634	*	008165	B5 INVESTMENTS, LLC	369.01
285635		BDREFUND	BABI CONSTRUCTION INC	2,500.00
285636		003361	BERGER CHEVROLET	39,885.00
285637		BDREFUND	BESHOURI RESIDENTIAL DEVELOPMENT	100.00
285638		007540	BIO SYSTEMS, INC.	1,190.00
285640		009355	SHAUN BROWN	60.00
285641		003907	CADILLAC ASPHALT, LLC	1,222.48
285642		BDREFUND	CEDAR PRESERVATION SYSTEMS LLC	100.00
285643	*	000605	CINTAS CORPORATION	90.85
285644	*	001086	JACK TODD- PETTY CASH	188.99
285645		MISC	CLOVERDALE	1,725.00
285646	*	004026	COFINITY	1,505.00
285647	*	008955	COMCAST	263.85
285648	*	000627	CONSUMERS ENERGY	8,802.84
285649		008512	COOL THREADS EMBROIDERY	514.95
285650	*	009484	BROOKS COWAN	242.32
285651		BDREFUND	Craftsman Masonry LLC	100.00
285652		003923	CUMMINS BRIDGEWAY LLC	842.37
285653		BDREFUND	DEERBROOK CONSTRUCTION CO	100.00
285654	*	006907	DENTEMAX, LLC	171.90
285655		007795	DG TECHNOLOGIES	815.00
285656		BDREFUND	DOOLITTLE, CHRISTINA	100.00
285657	*	005313	DOUBLE TREE BY HILTON HOTEL	242.00
285658	*	000179	DTE ENERGY	45.13
285659	*	000179	DTE ENERGY	38.57
285660	*	000180	DTE ENERGY	8,660.35
285661	*	007538	EGANIX, INC.	720.00
285664	*	009100	ENZO WATER SERVICE	500.00
285665		BDREFUND	FAIRPLAY HOME MAINTENANCE	100.00
285666	*	007366	FIRST ADVANTAGE OCCUPATIONAL CORP	606.00
285667		006654	FLEETPRIDE INC	737.24
285668	*	009307	FLS PROPERTIES #5, LLC	116,526.44
285669		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00

# City of Birmingham

## Warrant List Dated 05/18/2022

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Check Number	Early Release	Vendor #	Vendor	Amount
285670		BDREFUND	GHISO, DARREN	100.00
285671		BDREFUND	GREAT LAKES CUSTOM BUILDER LLC	100.00
285673		001531	GUNNERS METER & PARTS INC	1,190.00
285674		BDREFUND	HENRY, MARK P	100.00
285675	*	001956	HOME DEPOT CREDIT SERVICES	1,138.00
285676		BDREFUND	HOME DEPOT USA INC	500.00
285677		BDREFUND	HUNTER COLE HOMES	2,000.00
285678		BDREFUND	HUNTER ROBERTS HOMES	1,315.54
285682		BDREFUND	INGRAM ROOFING INC	100.00
285683	*	004839	INTERNATIONAL ASSOCIATION OF	190.00
285684	*	009299	JACK D. PESHA	30.00
285686	*	009482	JAMIL KIM	3,480.00
285687		BDREFUND	JANELLE LYNN WHIPPLE-BOYCE	100.00
285688		BDREFUND	JKS CONSTRUCTION	100.00
285689	*	008413	KARANA REAL ESTATE, LLC	769.75
285690		BDREFUND	KEARNS BROTHERS INC	200.00
285691	*	004088	KGM DISTRIBUTORS INC	269.00
285692		BDREFUND	KINGSWAY CONSTRUCTION	100.00
285693	*	008792	JOSEPH LAMBERT	1,740.00
285694		009375	LITHIA MOTORS, INC SUPPORT SERVICES	165.64
285695		BDREFUND	LIVE WELL CUSTOM HOME LLC	100.00
285696		BDREFUND	MARTINO ENTERPRISES INC	100.00
285697		009445	MCSA GROUP, INC.	1,101.50
285699	*	009483	MICHAEL BERNAL	601.50
285700	*	002089	MICHIGAN-SHIGA SISTER STATE BOARD	65.00
285701		007163	MOBILE HEALTH RESOURCES	2,547.90
285702	*	005634	GINA MOODY	255.30
285704		BDREFUND	NELSON BROS SWR & PLBG SVC INC	410.16
285705		BDREFUND	NOSAN VENTURES LLC	100.00
285706		BDREFUND	OAK CONSTRUCTION	100.00
285707		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	200.00
285708	*	003461	OBSERVER & ECCENTRIC	857.94
285709	*	004370	OCCUPATIONAL HEALTH CENTERS	336.00
285710	*	009478	ODP BUSINESS SOLUTIONS, LLC	1,305.45
285711		BDREFUND	PECK CONTRACTING LLC	100.00
285712		BDREFUND	Premier Renovations	100.00
285713		006625	PTS COMMUNICATIONS, INC	78.00
285714		005379	RED WING BUSINESS ADVANTAGE ACCT	1,140.97
285715	*	BDREFUND	SACHSE CONSTRUCTION	20,000.00
285716		BDREFUND	SEBOLD AND KAGE INC	1,000.00
285717		007527	SHEPPARD ENGINEERING P.C.	780.00
285718	*	009009	SIGNATURE CLEANING LLC	8,388.06
285719	*	MISC	SPEEDY TEES	650.10

**City of Birmingham**  
**Warrant List Dated 05/18/2022**

Meeting of 05/23/2022

Check Number	Early Release	Vendor #	Vendor	Amount
285720		BDREFUND	STERLING DEVELOPMENT CORP	300.00
285721		BDREFUND	SUMNER PLUMBING	1,000.00
285722	*	006749	SUPERIOR SCAPE, INC	45,944.00
285723		BDREFUND	SUREGUARD CONSTRUCTION CO	100.00
285724	*	001076	TAYLOR FREEZER OF MICH INC	325.00
285725		BDREFUND	THOMAS B FAYLOR	100.00
285726		BDREFUND	TIMMIS, DAVID B	200.00
285727		BDREFUND	TSFP HOLDINGS INC	900.00
285728	*	004379	TURNER SANITATION, INC	885.00
285729		BDREFUND	Tyler Exteriors	100.00
285730	*	000293	VAN DYKE GAS CO.	56.18
285731	*	000158	VERIZON WIRELESS	150.88
285732	*	000158	VERIZON WIRELESS	308.16
285733	*	009349	WELLSTREET URGENT CARE OF MICHIGAN	235.50
285734		001490	WEST SHORE FIRE INC	4,493.90
285735	*	005794	WINDSTREAM HOLDINGS INC	859.90
285736		BDREFUND	WINSTON AND SONS HOME IMPROVEMENT L	100.00
285737	*	008408	WISS, JANNEY, ELSTNER ASSOC. INC	17,000.00
285738		009128	WITMER PUBLIC SAFETY GROUP INC	449.98
285739	*	004512	WOLVERINE POWER SYSTEMS	699.00
285740		BDREFUND	WOODWARD BROWN VENTURES LLC	75,000.00
285741	*	008391	XEROX CORPORATION	484.70
SUBTOTAL PAPER CHECK				\$407,385.13
<u>EFT TRANSFER</u>				
" "		009472	ANCESTRY.COM	147.91
" "		000881	APWA	22.50
" "		002429	BIRMINGHAM BLOOMFIELD CHAMBER	80.00
" "		009362	BRYCER LLC	44.00
" "	*	005074	COMFORT INN & SUITES	446.25
" "		008730	FACEBOOK HEADQUARTERS	40.16
" "		CC MISC	GOOGLE	3.98
" "		005990	ICC INC	423.50
" "		CC MISC	ISSUU	480.00
" "		CC MISC	MANGAR USA	1,762.90
" "		CC MISC	NRPA	36.00
" "		007215	PDQ.COM CORPORATION	525.00
" "		CC MISC	PESTED.COM	565.00
" "		CC MISC	RECREATIONAL GROUP	558.00
" "		CC MISC	SAFETY PLAY, INC	344.00
" "		CC MISC	SPARKOL	39.00
" "		CC MISC	SPARX	402.93
" "		009193	FIRESTATIONFURNITURE.COM	999.99
" "		CC MISC	FULLY.COM	149.04

**City of Birmingham**  
**Warrant List Dated 05/18/2022**

Meeting of 05/23/2022

Check Number	Early Release	Vendor #	Vendor	Amount
" "		003567	NFPA	427.50
" "		002809	STATE OF MICHIGAN	50.00
" "		CC MISC	WWW.EVENTBRITE.COM	80.00
" "		CC MISC	WWW.FITNESSZONE.COM	1,995.00
SUBTOTAL EFT TRANSFER				\$9,622.66
<u>ACH TRANSACTION</u>				
5266	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	84,824.14
5270	*	002284	ABEL ELECTRONICS INC	3,080.00
5271	*	009323	ALEXANDRIA BINGHAM	3,656.68
5272		009126	AMAZON CAPITAL SERVICES INC	672.59
5272	*	009126	AMAZON CAPITAL SERVICES INC	223.09
5273		003243	AMERICAN PRINTING SERVICES INC	4,190.00
5274	*	001357	ART/DESIGN GROUP LTD	240.00
5275	*	002702	B & B GREASE TRAP & DRAIN	150.00
5277	*	007345	BEVERLY HILLS ACE	34.18
5278	*	008983	BRENNA SANDLES	450.50
5279		007875	CANFIELD EQUIPMENT SERVICE INC.	503.10
5280		002668	CONTRACTORS CLOTHING CO	399.13
5281	*	000565	DORNBOS SIGN & SAFETY INC	475.14
5282	*	001672	HAYES PRECISION INC	53.00
5283		000261	J.H. HART URBAN FORESTRY	12,686.06
5283	*	000261	J.H. HART URBAN FORESTRY	5,591.13
5284	*	002576	JAX KAR WASH	106.00
5285	*	003458	JOE'S AUTO PARTS, INC.	77.57
5286	*	000891	KELLER THOMA	165.00
5287	*	004085	KONE INC	2,086.45
5288	*	005876	KROPF MECHANICAL SERVICE COMPANY	5,912.12
5290	*	008158	LOGICALIS INC	9,700.00
5291	*	001505	MEADOWBROOK INSURANCE GROUP	738.13
5292	*	009370	MICHAEL SIMON	222.25
5293	*	001035	MUNICIPAL EMERGENCY SERVICES INC	68.50
5294	*	007856	NEXT	3,076.30
5295	*	006359	NYE UNIFORM COMPANY	163.35
5296		002456	SALES MARKETING GROUP INC	490.21
5297		009301	SECURE-CENTRIC INC	957.60
5298	*	003785	SIGNS-N-DESIGNS INC	378.00
5299	*	004355	SYMETRA LIFE INSURANCE COMPANY	30,175.41
5300		009254	THOMAS M MARKUS	535.00
5301	*	004692	TRANSPARENT WINDOW CLEANING	6,740.00
SUBTOTAL ACH TRANSACTION				\$178,820.63



**City of Birmingham**  
**Warrant List Dated 05/18/2022**

Meeting of 05/23/2022

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$595,828.42

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

Police Department

**DATE:** May 5, 2022

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

**FROM:** Mark H. Clemence, Chief of Police

**SUBJECT:** Mental Health Co-Response Team (CoRe) First Amended Interlocal Agreement

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### INTRODUCTION:

The current interlocal agreement authorizing the Mental Health Co-Response (CoRe) program between the City and the Township of Bloomfield, the City of Auburn Hills and the Oakland County Health Network (OCHN) is scheduled to expire on May 11, 2022. The City Commission approved this interlocal agreement on May 10, 2021 (see attached original interlocal agreement). The CoRe program, while still in its infancy, has shown great promise and is being replicated by other jurisdictions in Oakland County. A first amended interlocal agreement between all of the above communities and OCHN is now before the Commission for approval in order to continue the program (see attached first amended interlocal agreement).

### BACKGROUND:

The Mental Health Co-Response Team (CoRe) is a partnership between law enforcement and mental health professionals to better serve people suffering from a mental health related crisis in our community. Law enforcement has and continues to be the primary first responders to people in crisis. With CoRe, a mental health clinician co-responds to crisis calls for service in the field with police officers, conducts follow-up with community members and families and provides those in crisis and their families with additional resources. The clinician has the expertise to assist officers in de-escalation at scenes and meet with people where and when they are in times of need.

Our CoRe program selected Ms. Hillary Nusbaum to be our social worker. Ms. Nusbaum possess a master's degree in social work and has twelve years of experience in the mental health field. Ms. Nusbaum has been an exceptional fit with all three police agencies and staff. Ms. Nusbaum has successfully provided support, resources and advice to people in crisis and to law enforcement officers responding to these types of calls.

The full CoRe team (each department has a coordinator and assistant coordinator, OCHN representatives and Ms. Nusbaum) meets monthly to maintain open dialogue with one another and adjust the program as needed moving forward. Our partnership and cooperation have been documented in standard operating policies for all departments and a universal referral form that is used to share case information and track the program (see attached CoRe quarterly report).

The CoRe team has applied for and received one community foundation grant and a second federal grant is forthcoming (see fiscal impact section below). As a result of this funding and the success of the CoRe program overall, the administration of each member agency in the CoRe program will come before their respective controlling board (City Commission) in the not too distant future seeking to have the City of Rochester added to the interlocal agreement as a new member and to approve the hiring of a second full time clinician to the CoRe team.

#### LEGAL REVIEW:

The City Attorney participated directly in the writing of the original interlocal agreement along with counsel from the Township of Bloomfield, the City of Auburn Hills and OCHN in-house legal counsel. The key changes contained within the amended interlocal agreement are as follows:

1. The interlocal agreement will remain in effect unless otherwise cancelled or terminated by any party pursuant to the terms of the agreement.
2. The CoRe team shall annually review the budget and funding for the program by June 30 of each year.

The City Attorney has reviewed the amended interlocal agreement and has approved it.

#### FISCAL IMPACT:

There is no fiscal impact regarding the amended interlocal agreement before the City Commission.

The interlocal agreement calls for each of the three member law enforcement agencies to share the cost of the social worker from OCHN equally (one-third of the total cost of the social worker and associated expenses as agreed upon in the interlocal agreement). The CoRe team has been able to secure grant funding to cover the cost of the program to date. A \$75,000.00 grant from the Community Foundation of Southeast Michigan is the current funding vehicle. The CoRe team applied for a "Community Projects" grant through Congresswoman Haley Stevens' Office and was awarded \$252,390.00 in federal grant funding. However, while the CoRe team has been earmarked for these funds, the CoRe team must fill out a second grant application through the Substance Abuse and Mental Health Services Administration (SAMHSA) to be approved and receive the funds pursuant to federal guidelines. The CoRe team will have twelve months from the date of receipt of those funds to spend the funds. As indicated earlier, I will be bringing back to the City Commission a request to add the City of Rochester to the CoRe team and to hire a second full time clinician.

#### PUBLIC COMMUNICATIONS:

The CoRe program has received a substantial amount of media coverage, social media coverage and has been prominently featured by the City and the police department's publications (newsletters, website, annual report).

#### SUMMARY:

The current interlocal agreement authorizing the Mental Health Co-Response (CoRe) program between the City and the Township of Bloomfield, the City of Auburn Hills and the Oakland County Health Network (OCHN) is scheduled to expire on May 11, 2022. A first amended interlocal agreement between all of the above communities and OCHN is now before the Commission for approval in order to continue the program. The only two changes in the first amended interlocal agreement are that the contract is now non-expiring and that a financial review will be conducted annually before June 30 of each year. The first amended interlocal agreement has been reviewed and approved by the City Attorney. The first amended interlocal agreement has no fiscal impact on the City.

**ATTACHMENTS:**

1. Current Interlocal Agreement for the Mental Health Co-Response Team
2. City Commission minutes from May 10, 2021, approving the Interlocal Agreement for the Mental Health Co-Response Team
3. Amended Interlocal Agreement for the Mental Health Co-Response Team
4. Co-Response (CoRe) Crisis Outreach Program Quarterly Report: October 1, 2021 - December 31, 2021

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the First Amended Interlocal Agreement for the Mental Health Co-Response Team between the City of Birmingham, the Township of Bloomfield, the City of Auburn Hills and the Oakland County Health Network (OCHN). In addition, to authorize the Mayor and the Chief of Police to sign the agreement on behalf of the City.

## **INTERLOCAL AGREEMENT FOR THE MENTAL HEALTH CO-RESPONSE TEAM**

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**THIS INTERLOCAL AGREEMENT** entered into by and between the City of Auburn Hills, the City of Birmingham, the Charter Township of Bloomfield, (each a "Participating Agency" and collectively "Participating Agencies") and the Oakland Community Health Network ("OCHN"), all located in the County of Oakland, State of Michigan, which collectively shall be referred to as the "Mental Health Co-Response Team" or "Team" .

### **RECITALS**

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, MCLA §124.501 et seq.; MSA §5.4088 et seq. provides that a public agency (defined to mean a political subdivision of this state including, but not limited to, a county, city, village, township, or charter township) may exercise jointly with any other public agency of the state any power, privilege or authority which such agencies share in common and which each might exercise separately; and,

Each local governmental unit has decided that it is in the best interests of such local governmental unit to become a Member of the Team to exercise such additional powers, functions, duties, and responsibilities granted to the Team and imposed upon it by this Agreement; and,

The Members endeavor to realize and benefit from each Member's accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Member by being a Member of the Team; and,

In consideration of the foregoing, the parties agree to the Interlocal Agreement as set forth below.

### **SECTION 1: Purpose of Agreement**

- A. This Agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to mental health professionals, regionalized facilities, programs, and the assistance of other departments through the creation of the CoRe Crisis Outreach Program ("Program"). CoRe Crisis Outreach Program is the co-response mental health community outreach initiative, which contracts an OCHN social worker to work with three municipal police departments: the City of Auburn Hills, the City of Birmingham, and the Charter Township of Bloomfield. The Team's commitment is to partner police response with community mental health/substance abuse resources in order to improve services to those impacted by behavioral health crises. The program serves to supplement the overall response with a specialized approach to provide added support to first-responding officers before, during, and after a crisis occurs.
- B. The purpose of this Agreement is to provide the means whereby enhanced access to mental health resources, facilities, programs, training, and assistance through the CoRe Program is provided by the Intergovernmental cooperation of the Participating Agencies.
- C. It is the intent of this organization that each Participating Agency shall share the costs and risk of liability associated with personnel, training, and equipment. When entering into membership, it is impossible to predict the frequency or intensity of a particular member's needs. Therefore, some members may ultimately receive a greater measure of actual benefit than other members.
- D. The purpose of entering into such an Intergovernmental Agreement is to gain access to a mental health clinician to work within the participating police departments, respond to people in crisis in the communities, follow-up with people and families, and proactively address the mental health needs in the communities.

### **SECTION 2: Definitions**

For purposes of this Agreement, the following terms shall be defined as set forth in this section, as follows:

- A. *Agreement.* This Intergovernmental Mental Health Co-Response Team Agreement.

- B. *Mental Health Clinician.* A mental health professional, who will have any of the following minimum licensure: master's level social worker, limited licensed psychologist, licensed practicing counselor, or marriage and family therapist.
- C. *Chief of Police.* The highest ranking law enforcement officer of a participating agency or his or her designee.
- D. *City Manager, Township Supervisor.* The chief administrative officer or designee of that officer for each member municipality.
- E. *Oakland Community Health Network.* A quasi-governmental entity established under Sections 204 and 205 of the Mental Health Code to provide behavioral health and substance use disorder services in Oakland County.
- F. *Member.* A governmental unit or public agency participating in the CoRe Program and have duly executed this Agreement.

### **SECTION 3: Rights and Responsibilities of Participating Agency**

The rights of each Participating Agency shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police, or his or her designee, of each respective Participating Agency.

- A. Any Participating Agency may request assistance from the mental health clinician, in the judgment of the Chief of Police, or designee, of the requesting agency, when such assistance is necessary. The request shall be made directly to the mental health clinician.
- B. Each Participating Agency shall have a primary and secondary designated person to act as a liaison for the mental health clinician in support of the activities under this Agreement. This liaison can provide direction to the clinician, follow-up with necessary information, coordinate workspace within the department, organize pre-planned interventions with citizens in need, and other activities as mutually agreed.
- C. Any Participating Agency may request assistance from the mental health clinician during the clinician's scheduled work hours as may be established by the parties. It is understood that initially there will be one mental health clinician working full time (40 hours) per week across and within all three communities. It is also understood that during the clinician's scheduled work hours, the clinician will be responsible for monitoring communication devices to ensure that they are available during emergencies or coordinating their activities with the department liaisons.
- D. The Participating Agencies shall have a primary team coordinator and assistant coordinator, selected by the Chiefs of Police of the participating agencies. This

coordinator will be responsible for ensuring that the clinician is being properly utilized in all three communities and provide overall direction to the clinician.

- E. Nothing in this Agreement shall prevent any Member of the Team from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any Member of the Team from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

#### **SECTION 4: OCHN Rights and Responsibilities**

- A. OCHN shall employ one qualified full-time mental health clinician to support the three communities under the Program and this Agreement at the Participating Agencies' sole cost and expense. OCHN will be responsible for directly paying the mental health clinician's salary and benefits and shall be responsible for withholding applicable taxes, provided that the Participating Agencies shall reimburse OCHN for the costs of such salary and benefits.
- B. OCHN shall require staff providing services under this Agreement to abide by all state and federal laws, including department policies, related to the sharing of law enforcement sensitive information and mental health/medical information.
- C. Each Participating Agency shall be responsible for providing the necessary training to access any applicable systems and the use of law enforcement information.
- D. OCHN shall invoice the designated fiduciary the Costs (as defined below) utilizing a mutually agreed upon procedure.

#### **SECTION 5: Responsibility of Costs for Participating Agencies**

- A. The expenses associated with participating in this program will be shared equally among the three Participating Agencies. These expenses will include the cost of the clinician's salary/benefits, training, office supplies, vehicle, computer, communication devices (radio/phone), and office space (collectively "Costs").
- B. The Oakland Community Health Network will serve as the employer of the mental health clinician providing services under this Agreement. The Participating Agencies will be invoiced and shall pay OCHN for those Costs related to the clinician in accordance with the mutually established policy.



- C. A primary fiduciary shall be selected from the three Participating Agencies to serve the function of directing the finances of the Participating Agencies including expenses, revenues, and grant funding opportunities.
- D. Training expenses for staff supporting the Program shall be the responsibility of each Participating Agency.

#### **SECTION 6: Responsibilities and Liability of Participating Agencies and Parties**

- A. Each participating agency shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement both as to liability and as to the payment of benefits to such sworn or civilian personnel all to the same extent as such personnel are insured, indemnified and otherwise protected when acting within the participating agencies' respective corporate limits.
- B. Each participating agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including, but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.
- C. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other party or parties for any claims, lawsuits injuries, damages, attorney's fees or liability arising out of or stemming from an act, action or omission of a party.
- D. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any party.
- E. Confidentiality. Each Participating Agency shall comply with all state and federal standards regarding the protection and confidentiality of information as currently effective, subsequently enacted or as may be amended.
- F. Program Oversight. Each Member of the Team shall dedicate the necessary staff and resources to effectively operate the CoRe Program. The parties agree to develop a CoRe Crisis Outreach Policy and Procedure that will inform the Team how to operate the Program where this Agreement is silent such subject.

## **SECTION 7: CoRe Crisis Committee; Operations Manual**

- A. The Participating Agencies and OCHN shall mutually establish an Operations Manual (i.e. CoRe Crisis Outreach Policy and Procedure) for implementing this Agreement. The Operations Manual shall include, but not be limited to, procedures for requesting, rendering and receiving aid. The Operations Manual shall be reviewed, updated and evaluated by the Participating Agencies and OCHN at regular intervals.
- B. CoRe Crisis Committee. The CoRe Crisis Committee shall consist of each agency's CoRe Team representatives, the crisis clinician, and community mental health stakeholders and resources that meet for the purpose of building an effective response to crisis incidents involving police that is built upon best practices, innovation, and experience. The CoRe Crisis Committee analyzes training and policies to ensure they are consistent with legal standards and community expectations. The CoRe Crisis Committee is responsible for streamlining services in the mental health community. The CoRe Crisis Committee will meet monthly to monitor the implementation/development of the CoRe Community Outreach Program.

## **Section 8: Term and Termination**

- A. This Agreement shall be effective when executed by OCHN and each Participating Agency with resolutions passed by the governing bodies of each Participating Agency ("Effective Date").
- B. This Agreement shall remain in effect for one (1) year from the Effective Date, unless otherwise canceled or terminated by any of the parties pursuant to the terms of the Agreement. The parties agree and acknowledge that any Party's decision to terminate and/or cancel this Agreement, or any one or more individual OCHN services identified herein, shall not relieve the Participating Agencies' payment obligation for any OCHN services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this section shall survive the termination, cancellation, and/or expiration of this Agreement.
- C. Any party may terminate this Agreement with or without cause upon ninety (90) days prior written Notice to the other parties in accordance with the terms of this Agreement.

## **SECTION 9: General Provisions**

- A. This Agreement shall remain in full force and effect and shall bind OCHN and each Participating Agency executing the Agreement and said governing body of the Participating Agency adopting a resolution giving its approval to this Agreement. Certified

copies of such resolution shall be filed with the other appropriate office of all other Participating Agencies and the OCHN within thirty (30) days of its passage.

- B. Amendment. This Agreement may be amended from time to time in writing and approved upon written agreement by all parties. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment. The Parties further agree that this Agreement shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement in any manner.
- C. Nothing in this Agreement shall be construed as creating an employer-employee relationship between any party (including any of its agents) and any other party (including any of its agents).
- D. The parties shall not discriminate against their employees, agents, applicants for employment or other person or entities with respect to hire, tenure, terms, conditions and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- E. Each Participating Agency agrees that the financial records and other relevant records related to the services performed will be available upon request for review or audit by OCHN or other appropriate officials.
- F. Except as otherwise provided in this Agreement, each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. In no event and under no circumstances in connection with or as a result of this Agreement shall any party be liable to any other party, or any other person, for any consequential, incidental, direct, indirect, special punitive, or other similar damages whatsoever (including, without limitation, damages for loss of business, profits, business interruption, or any other pecuniary loss or business detriment) arising from the services under this Agreement.
- G. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - a. If Notice is sent to the OCHN, it shall be addressed and sent to: 5505 Corporate Drive, Troy, MI 48098.
  - b. A party may change the address and/or individual to which Notice is sent by notifying the other parties in writing of the change.

- H. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- I. Authorization and Completion of Agreement. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- J. Compliance with Laws. Each party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
- K. This Agreement 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 Parties.
- L. Delegation and Assignment. Neither party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Parties.
- M. Waiver. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.
- N. Force Majeure. Each party shall be excused from any obligations under this Agreement during the time and to the extent that a party is prevented from performing due to causes 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; or (f) natural disasters. Reasonable notice shall be given to the affected Party of such event.
- O. This agreement shall be governed by and interpreted pursuant to the laws of the State of Michigan.
- P. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.



## **Birmingham City Commission Minutes**

**May 10, 2021**

**7:30 P.M.**

**Virtual Meeting**

**Meeting ID: 655 079 760**

**Vimeo Link: <https://vimeo.com/event/3470/videos/544030266/>**

### **I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

### **II. ROLL CALL**

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Boutros (location: Birmingham, MI)  
Mayor Pro Tem Longe (location: Birmingham, MI)  
Commissioner Baller (location: Birmingham, MI)  
Commissioner Hoff (location: Birmingham, MI)  
Commissioner Host (location: Birmingham, MI)  
Commissioner Nickita (location: Birmingham, MI)  
Commissioner Sherman (location: Birmingham, MI)

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Police Chief Clemence, City Planner Cowan, City Attorney Kucharek, Planning Director Ecker, Communications Director Gamboa, Finance Director Gerber, Operations Commander Grewe, Interim Assistant City Manager Hock, Building Official Johnson, City Attorney Kucharek, DPS Director Wood

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

#### **APPOINTMENTS**

- A. Birmingham Shopping District Board
  - 1. Sarvy Lipari
  - 2. Gerald Baker

#### **05-130-21 Appointment of Sarvy Lipari to the Birmingham Shopping District Board**

CM Markus commented on his appointment of Ms. Lipari to the Birmingham Shopping District Board.

**MOTION:** Nomination by Commissioner Sherman, seconded by Commissioner Nickita:

To concur with the City Manager's appointment of Sarvy Lipari to the Birmingham Shopping District Board, as a member who is a resident from an adjacent neighborhood, to serve for the remainder of a 4-year term expiring November 16, 2024.

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

Nays, None

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

David Bloom commented on whether holding public comment to the end of their May 1, 2021 budget hearing infringed on the public's legal right to comment.

#### **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.

#### **05-131-21 Consent Agenda**

The following items were pulled from the Consent Agenda:

Commissioner Hoff: Item L – Recognition of Eisenhower Dance Ensemble, Inc.  
Item M – Public Art Donation - Dynamic Tension  
Item N – Mental Health Interlocal Agreement

Commissioner Baller: Item F – Set a Public Hearing for RH Rezoning Request

**MOTION:** Motion by Commissioner Host, seconded by Mayor Pro Tem Longe:  
To approve Consent Agenda with the exclusion of Items F, L, M, and N.

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

Nays, None

- A. Resolution to approve the City Commission meeting minutes of April 19, 2021
- B. Resolution to approve the City Commission meeting minutes of April 26, 2021

- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 28, 2021, in the amount of \$693,624.38.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 5, 2021, in the amount of \$137,783.89.
- E. Resolution to set a public hearing for June 14, 2021, for the application to amend Chapter 126, Zoning Ordinance, Appendix C, Exhibit 1, Licenses for Economic Development to include 300-394 S. Old Woodward and a portion of 294 E. Brown Street to be qualified to be eligible for an Economic.
- G. Resolution to approve the Amended and Restated Cross Connection Control Services Agreement with HydroCorp for services described in Attachment A in the amount not to exceed \$49,716.00 over a three-year period. Funds are available in the Water Fund account #591-537.007-811.0000. In addition, to waive the normal bidding requirements. Further, to authorize the Mayor and City Clerk to sign the Agreement on behalf of the City upon receipt of the required insurance coverage.
- H. Resolution to authorize the mayor to sign the 2020 Program Year Community Development Block Grant (CDBG) Subrecipient Agreement on behalf of the City and to approve the appropriations and amendment to the 2020-2021 CDBG Fund Budget as follows:  
Revenues:  

Intergovernmental Revenue	248-000.000-503.0000	\$287
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Expenditures:  

Minor Home Repair	248-690.000-836.0300	\$287
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- I. Resolution to approve an extension of the public services and Minor Home Repair contract with NEXT for the purpose of expending remaining program year 2018-2019 Community Development Block Grant funds for the Minor Home Repair Program administered by NEXT through June 30, 2021; and further, to authorize the Mayor to sign the amendment on behalf of the City.
- J. Resolution To approve an extension of the public services contract with NEXT for the purpose of expending remaining program year 2019-2020 Community Development Block Grant funds for the Minor Home Repair Program administered by NEXT through June 30, 2021; and further, to authorize the Mayor to sign the amendment on behalf of the City.
- K. Resolution to approve a resolution directing the Historic District Study Committee to prepare a study committee report as outlined in Chapter 127, Section 127-4 of the City Code.

**05-132-21 (Item L) Recognition of Eisenhower Dance Ensemble, Inc.**

Police Commander Grewe stated that there would be a dance studio at 2155 Cole.

City Manager Markus stated that this authorization would allow Eisenhower Dance Ensemble, Inc. to apply for permits both within and outside of Birmingham. He confirmed that if Eisenhower Dance Ensemble, Inc. were to apply to hold a special event in Birmingham they would have to gain approval through the routine special event application process.

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



To recognize Eisenhower Dance Ensemble, Inc., 2155 Cole Street, Birmingham, Michigan 48009 as a 501(c)(3) non-profit organization for the purpose of obtaining a State of Michigan Gaming License with the State of Michigan Charitable Gaming Division. Furthermore, authorizing the City Clerk to complete the Local Governing Body Resolution Form, forwarding it to the Charitable Gaming Division, Lansing, Michigan.

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

Nays, None

### **05-133-21   (Item M) Public Art Donation - Dynamic Tension**

City Planner Cowan stated that the sculpture will be installed on a base pad and not elevated. He stated that while Anthropologie was not contacted about the sculpture, signage was placed asking anyone with questions, comments or concerns to contact the City.

**MOTION:**               Motion by Commissioner Hoff, seconded by Commissioner Host:  
To accept the donation of "Dynamic Tension" by Lois Teicher and to approve the recommended location at Henrietta and W. Maple Road.

AND

To approve the payment of a \$2,000 stipend from the Public Arts Board budget to the artist for the donation and installation of the sculpture, to be charged to the Public Arts Board account #101-299-000-811-0000.

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

Nays, None

### **05-134-21   (Item N) Mental Health Interlocal Agreement**

Police Commander Grewe stated that the costs would be split equally between the three municipalities. He noted that grants had been applied for to reduce the costs.

Commissioner Hoff noted that Auburn Hills and Bloomfield Twp. may have greater use of the social worker's time given their greater populations.

Ops. Cmdr. Grewe stated that each municipality would receive an equal, dedicated amount of the social worker's time.

Commissioner Baller stated that he believed this investment in community mental health would save lives.

In reply to Commissioner Baller, Ops. Cmdr. Grewe said that when the Police Department receives mental health calls while the social worker is in Birmingham, those calls would be handled in part by the social worker. He stated that when the social worker is in the other municipalities those calls would still be handled by the Police Department.

City Attorney Kucharek stated the largest benefit of the program would be helping the Police Department navigate the mental health system and helping mental health callers to the Police Department get the help they need more expeditiously. She said the program would be a huge benefit to people in crisis.

**MOTION:** Motion by Commissioner Hoff, seconded by Mayor Pro Tem Longe:  
To approve the interlocal agreement for the Mental Health Co-Response Team, further to direct the Mayor and the Chief of Police to sign the agreement on behalf of the City.

Commissioner Host complimented CA Kucharek for her service on the Board of the Oakland County Health Network.

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

Nays, None

#### **05-135-21 (Item F) Set a Public Hearing for RH Rezoning Request**

In reply to Commissioner Baller, PD Ecker said some alternative options could possibly receive approval at the June 14, 2021 public hearing while others would require public noticing and further study at both the Planning Board and Commission levels.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Hoff:  
To set a public hearing date of June 14, 2021, to consider the rezoning of the new parcel encompassing 300 - 394 S. Old Woodward and portions of 294 E. Brown from B-2 (General Business) and D-3 (Downtown Overlay) to B-2 (General Business) and D-4 (Downtown Overlay).

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

Nays, None

**FIRST AMENDED INTERLOCAL AGREEMENT  
FOR THE MENTAL HEALTH CO-RESPONSE TEAM**

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**THIS FIRST AMENDED INTERLOCAL AGREEMENT** entered into by and between the City of Auburn Hills, the City of Birmingham, the Charter Township of Bloomfield, (each a "Participating Agency" and collectively "Participating Agencies") and the Oakland Community Health Network ("OCHN"), all located in the County of Oakland, State of Michigan, which collectively shall be referred to as the "Mental Health Co-Response Team" or "Team" .

**RECITALS**

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, MCLA §124.501 et seq.; MSA §5.4088 et seq. provides that a public agency (defined to mean a political subdivision of this state including, but not limited to, a county, city, village, township, or charter township) may exercise jointly with any other public agency of the state any power, privilege or authority which such agencies share in common and which each might exercise separately; and,

Each local governmental unit has decided that it is in the best interests of such local governmental unit to become a Member of the Team to exercise such additional powers, functions, duties, and responsibilities granted to the Team and imposed upon it by this Agreement; and,

The Members endeavor to realize and benefit from each Member's accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Member by being a Member of the Team; and,

In consideration of the foregoing, the parties agree to the First Amended Interlocal Agreement as set forth below.

#### SECTION 1: Purpose of Agreement

- A. This Agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to mental health professionals, regionalized facilities, programs, and the assistance of other departments through the creation of the CoRe Crisis Outreach Program ("Program"). CoRe Crisis Outreach Program is the co-response mental health community outreach initiative, which contracts an OCHN social worker to work with three municipal police departments: the City of Auburn Hills, the City of Birmingham, and the Charter Township of Bloomfield. The Team's commitment is to partner police response with community mental health/substance abuse resources in order to improve services to those impacted by behavioral health crises. The program serves to supplement the overall response with a specialized approach to provide added support to first-responding officers before, during, and after a crisis occurs.
- B. The purpose of this Agreement is to provide the means whereby enhanced access to mental health resources, facilities, programs, training, and assistance through the CoRe Program is provided by the Intergovernmental cooperation of the Participating Agencies.
- C. It is the intent of this organization that each Participating Agency shall share the costs and risk of liability associated with personnel, training, and equipment. When entering into membership, it is impossible to predict the frequency or intensity of a particular member's needs. Therefore, some members may ultimately receive a greater measure of actual benefit than other members.
- D. The purpose of entering into such an Intergovernmental Agreement is to gain access to a mental health clinician to work within the participating police departments, respond to people in crisis in the communities, follow-up with people and families, and proactively address the mental health needs in the communities.

#### SECTION 2: Definitions

For purposes of this Agreement, the following terms shall be defined as set forth in this section, as follows:

- A. *Agreement.* This First Amended Intergovernmental Mental Health Co-Response Team Agreement.

- B. *Mental Health Clinician.* A mental health professional, who will have any of the following minimum licensure: master's level social worker, limited licensed psychologist, licensed practicing counselor, or marriage and family therapist.
- C. *Chief of Police.* The highest ranking law enforcement officer of a participating agency or his or her designee.
- D. *City Manager, Township Supervisor.* The chief administrative officer or designee of that officer for each member municipality.
- E. *Oakland Community Health Network.* A quasi-governmental entity established under Sections 204 and 205 of the Mental Health Code to provide behavioral health and substance use disorder services in Oakland County.
- F. *Member.* A governmental unit or public agency participating in the CoRe Program and have duly executed this Agreement.

### **SECTION 3: Rights and Responsibilities of Participating Agency**

The rights of each Participating Agency shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police, or his or her designee, of each respective Participating Agency.

- A. Any Participating Agency may request assistance from the mental health clinician, in the judgment of the Chief of Police, or designee, of the requesting agency, when such assistance is necessary. The request shall be made directly to the mental health clinician.
- B. Each Participating Agency shall have a primary and secondary designated person to act as a liaison for the mental health clinician in support of the activities under this Agreement. This liaison can provide direction to the clinician, follow-up with necessary information, coordinate workspace within the department, organize pre-planned interventions with citizens in need, and other activities as mutually agreed.
- C. Any Participating Agency may request assistance from the mental health clinician during the clinician's scheduled work hours as may be established by the parties. It is understood that initially there will be one mental health clinician working full time (40 hours) per week across and within all three communities. It is also understood that during the clinician's scheduled work hours, the clinician will be responsible for monitoring communication devices to ensure that they are available during emergencies or coordinating their activities with the department liaisons.
- D. The Participating Agencies shall have a primary team coordinator and assistant coordinator, selected by the Chiefs of Police of the participating agencies. This

coordinator will be responsible for ensuring that the clinician is being properly utilized in all three communities and provide overall direction to the clinician.

- E. Nothing in this Agreement shall prevent any Member of the Team from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any Member of the Team from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

#### **SECTION 4: OCHN Rights and Responsibilities**

- A. OCHN shall employ one qualified full-time mental health clinician to support the three communities under the Program and this Agreement at the Participating Agencies' sole cost and expense. OCHN will be responsible for directly paying the mental health clinician's salary and benefits and shall be responsible for withholding applicable taxes, provided that the Participating Agencies shall reimburse OCHN for the costs of such salary and benefits.
- B. OCHN shall require staff providing services under this Agreement to abide by all state and federal laws, including department policies, related to the sharing of law enforcement sensitive information and mental health/medical information.
- C. Each Participating Agency shall be responsible for providing the necessary training to access any applicable systems and the use of law enforcement information.
- D. OCHN shall invoice the designated fiduciary the Costs (as defined below) utilizing a mutually agreed upon procedure.

#### **SECTION 5: Responsibility of Costs for Participating Agencies**

- A. The expenses associated with participating in this program will be shared equally among the three Participating Agencies. These expenses will include the cost of the clinician's salary/benefits, training, office supplies, vehicle, computer, communication devices (radio/phone), and office space (collectively "Costs"),
- B. The Oakland Community Health Network will serve as the employer of the mental health clinician providing services under this Agreement. The Participating Agencies will be invoiced and shall pay OCHN for those Costs related to the clinician in accordance with the mutually established policy.

- C. A primary fiduciary shall be selected from the three Participating Agencies to serve the function of directing the finances of the Participating Agencies including expenses, revenues, and grant funding opportunities.
- D. Training expenses for staff supporting the Program shall be the responsibility of each Participating Agency.

**SECTION 6: Responsibilities and Liability of Participating Agencies and Parties**

- A. Each participating agency shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement both as to liability and as to the payment of benefits to such sworn or civilian personnel all to the same extent as such personnel are insured, indemnified and otherwise protected when acting within the participating agencies' respective corporate limits.
- B. Each participating agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including, but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.
- C. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other party or parties for any claims, lawsuits injuries, damages, attorney's fees or liability arising out of or stemming from an act, action or omission of a party.
- D. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any party.
- E. Confidentiality. Each Participating Agency shall comply with all state and federal standards regarding the protection and confidentiality of information as currently effective, subsequently enacted or as may be amended.
- F. Program Oversight. Each Member of the Team shall dedicate the necessary staff and resources to effectively operate the CoRe Program. The parties agree to develop a CoRe Crisis Outreach Policy and Procedure that will inform the Team how to operate the Program where this Agreement is silent such subject.

#### **SECTION 7: CoRe Crisis Committee; Operations Manual**

- A. The Participating Agencies and OCHN shall mutually establish an Operations Manual (i.e. CoRe Crisis Outreach Policy and Procedure) for implementing this Agreement. The Operations Manual shall include, but not be limited to, procedures for requesting, rendering and receiving aid. The Operations Manual shall be reviewed, updated and evaluated by the Participating Agencies and OCHN at regular intervals.
- B. CoRe Crisis Committee. The CoRe Crisis Committee shall consist of each agency's CoRe Team representatives, the crisis clinician, and community mental health stakeholders and resources that meet for the purpose of building an effective response to crisis incidents involving police that is built upon best practices, innovation, and experience. The CoRe Crisis Committee analyzes *training* and policies to ensure they are consistent with legal standards and community expectations. The CoRe Crisis Committee is responsible for streamlining services in the mental health community. The CoRe Crisis Committee will meet monthly to monitor the implementation/development of the CoRe Community Outreach Program.

#### **Section 8: Term and Termination**

- A. The term of this Agreement shall commence on May 12, 2022 and this Agreement shall remain in effect unless otherwise canceled or terminated by any of the parties pursuant to the terms of the Agreement. The parties agree and acknowledge that any Party's decision to terminate and/or cancel this Agreement, or any one or more individual OCHN services identified herein, shall not relieve the Participating Agencies' payment obligation for any OCHN services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this section shall survive the termination, cancellation, and/or expiration of this Agreement.
- B. Any party may terminate this Agreement with or without cause upon ninety (90) days prior written Notice to the other parties *in* accordance with the terms of this Agreement.

#### **SECTION 9: General Provisions**

- A. This Agreement shall remain in full force and effect and shall bind OCHN and each Participating Agency executing the Agreement and said governing body of the Participating Agency adopting a resolution giving its approval to this Agreement. Certified



copies of such resolution shall be filed with the other appropriate office of all other Participating Agencies and the OCHN within thirty (30) days of Its passage.

- B. Amendment. This Agreement may be amended from time to time in writing and approved upon written agreement by all parties. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment. The Parties further agree that this Agreement shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement in any manner.
- C. Nothing in this Agreement shall be construed as creating an employer-employee relationship between any party (including any of its agents) and any other party (including any of its agents).
- D. The parties shall not discriminate against their employees, agents, applicants for employment or other person or entities with respect to hire, tenure, terms, conditions and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- E. Each Participating Agency agrees that the financial records and other relevant records related to the services performed will be available upon request for review or audit by OCHN or other appropriate officials.
- F. Except as otherwise provided in this Agreement, each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. In no event and under no circumstances in connection with or as a result of this Agreement shall any party be liable to any other party, or any other person, for any consequential, incidental, direct, indirect, special punitive, or other similar damages whatsoever (including, without limitation, damages for loss of business, profits, business interruption, or any other pecuniary loss or business detriment) arising from the services under this Agreement.
- G. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

- a. If Notice is sent to the OCHN, it shall be addressed and sent to: 5505 Corporate Drive, Troy, MI 48098.
  - b. A party may change the address and/or individual to which Notice is sent by notifying the other parties in writing of the change.
- H. The Team shall annually review the budget and funding for the Program by June 30 of each year.
- I. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or Immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- J. Authorization and Completion of Agreement. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- K. Compliance with Laws. Each party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
- L. This Agreement 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 Parties.
- M. Delegation and Assignment. Neither party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Parties.
- N. Waiver. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.
- O. Force Majeure. Each party shall be excused from any obligations under this Agreement during the time and to the extent that a party is prevented from performing due to causes 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; or (f) natural disasters. Reasonable notice shall be given to the affected Party of such event.

- O. This agreement shall be governed by and interpreted pursuant to the laws of the State of Michigan.
- P. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed this  
\_\_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF AUBURN HILLS

TOWNSHIP OF BLOOMFIELD

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Auburn Hills Police

\_\_\_\_\_  
Bloomfield Township Police

CITY OF BIRMINGHAM

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Birmingham Police

\_\_\_\_\_  
Mental Health Co-Response Team  
Coordinator

7549124\_1

OAKLAND COMMUNITY HEALTH NETWORK

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Oakland Community Health Network

\_\_\_\_\_  
Mental Health Co-Response Team  
Assistant Coordinator

# MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE OVERVIEW

Member:	Oakland Community Health Network	Member No:	M0001241
Date of Original Membership:	January 1, 1999		
Overview Effective Dates:	January 01, 2022 To January 01, 2023		
Member Representative:	Anya Eliassen	Telephone #:	(248) 858-0965
Regional Risk Manager:	Michigan Municipal Risk Management Authority	Telephone #:	(734) 513-0300

## A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **Oakland Community Health Network** (hereinafter "Member") is eligible to be a Member of MMRMA. **Oakland Community Health Network** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

**Oakland Community Health Network** is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Overview summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Overview, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

## B. Member Obligation - Deductibles and Self Insured Retentions

**Oakland Community Health Network** is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **Oakland Community Health Network's** SIR and deductibles are as follows:

**Table I**  
**Member Deductibles and Self Insured Retentions**

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	\$250,000 Per Occurrence
Vehicle Physical Damage	N/A	N/A
Fire/EMS Replacement Cost	N/A	N/A
Property and Crime	\$1,000 Per Occurrence	N/A
Sewage System Overflow	N/A	N/A

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **Oakland Community Health Network** is afforded all coverages provided by MMRMA, except as listed below:

1. Liability for Owned or Leased Motor Vehicles
2. Motor Vehicle Physical Damage
3. Sewage System Overflow
4. Specialized Emergency Response Expense Recovery Coverage

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

**Oakland Community Health Network** agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

### **C. MMRMA Obligations - Payments and Limits of Coverage**

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

**Table II**  
**Limits of Coverage**

Liability and Motor Vehicle Physical Damage		Limits of Coverage Per Occurrence		Annual Aggregate	
		Member	All Members	Member	All Members
1	Liability	15,000,000	N/A	N/A	N/A
2	Judicial Tenure	N/A	N/A	N/A	N/A
3	Sewage System Overflows	0	N/A	0	N/A
4	Volunteer Medical Payments	25,000	N/A	N/A	N/A
5	First Aid	2,000	N/A	N/A	N/A
6	Vehicle Physical Damage	0	N/A	N/A	N/A
7	Uninsured/Underinsured Motorist Coverage (per person)	0	N/A	N/A	N/A
	Uninsured/Underinsured Motorist Coverage (per occurrence)	0	N/A	N/A	N/A
8	Michigan No-Fault	0	N/A	N/A	N/A
9	Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime		Limits of Coverage Per Occurrence		Annual Aggregate	
		Member	All Members	Member	All Members
1	Buildings and Personal Property	41,825,087	350,000,000	N/A	N/A
2	Personal Property in Transit	2,000,000	N/A	N/A	N/A
3	Unreported Property	5,000,000	N/A	N/A	N/A
4	Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5	Fine Arts	2,000,000	N/A	N/A	N/A
6	Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7	Money and Securities	1,000,000	N/A	N/A	N/A
8	Accounts Receivable	2,000,000	N/A	N/A	N/A
9	Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10	Fire and Emergency Vehicle Rental (12 week limit)	1,000 per week	N/A	N/A	N/A
11	Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12	Dam/Dam Structures/Lake Level Controls	0	N/A	N/A	N/A
13	Transformers	0	N/A	N/A	N/A
14	Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15	Marine Property	1,000,000	N/A	N/A	N/A
16	Other Covered Property	10,000	N/A	N/A	N/A
17	Income and Extra Expense	5,000,000	N/A	N/A	N/A
18	Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19	Faithful Performance	Per Statute	N/A	N/A	N/A
20	Earthquake	5,000,000	N/A	5,000,000	100,000,000
21	Flood	5,000,000	N/A	5,000,000	100,000,000
22	Terrorism	50,000,000	50,000,000	N/A	N/A

**Table III**

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement.				
	<b>Limits of Coverage Per Occurrence/Claim</b>	<b>Deductible Per Occurrence/Claim</b>		<b>Retroactive Date</b>
	\$5,000,000			
<b>Coverage A</b> Network and Information Security Liability: Regulatory Fines:	Each Claim Included in limit above  Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
<b>Coverage B</b> Media Injury Liability	Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
<b>Coverage C</b> Network Security Loss  Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above  Each Business Interruption Loss Included in limit above	\$25,000	Each Unauthorized Access  Retention Period of 72 hours of Business Interruption Loss	Occurrence
<b>Coverage D</b> Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	\$25,000	Each Unintentional Data Compromise	Occurrence
<b>Coverage E</b> PCI Assessments:	Each Payment Card Breach \$1,000,000 Occ./\$1,000,000 Agg. Included in limit above	\$25,000	Each Payment Card Breach	Occurrence
<b>Coverage F</b> Social Engineering Loss:	Each Social Engineering Incident \$100,000 Occ./\$100,000 Agg. Included in limit above	\$25,000	Each Social Engineering Incident	Occurrence
<b>Coverage G</b> Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to \$25,000 Included in Limit above		Not Applicable	Occurrence
<b>Coverage H</b> Telecommunications Fraud Reimbursement	\$25,000 Included in limit above		Not Applicable	Occurrence

**Annual Aggregate Limit of Liability**

<b>Member Aggregate</b>	<b>All Members Aggregate</b>
\$5,000,000	\$25,000,000



The total liability of MMRMA shall not exceed \$5,000,000 per Member Aggregate Limit of Liability for coverages A, B, C, D, E, F, G, and H, in any Coverage Period.

The total Liability of MMRMA and MCCRMA shall not exceed \$25,000,000 for All Members Combined Aggregate Limit of Liability for coverages A, B, C, D, E, F, G, and H, in any Coverage Period.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive. If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.

**Table IV****Specialized Emergency Response Expense Recovery Coverage****Limits of Coverage**

<b>Specialized Emergency Response Expense Recovery</b>	<b>Limits of Coverage per Occurrence</b>		<b>Annual Aggregate</b>	
	<b>Member</b>	<b>All Members</b>	<b>Member</b>	<b>All Members</b>
	N/A	N/A	N/A	N/A

**Table V****Specialized Emergency Response Expense Recovery Coverage****Deductibles**

<b>Specialized Emergency Response Expense Recovery</b>	<b>Deductible per Occurrence</b>
	<b>Member</b>
	N/A

#### **D. Contribution for MMRMA Participation**

##### **Oakland Community Health Network**

**Period: January 01, 2022**

**To January 01, 2023**

Coverages per Member Coverage Overview:	\$89,227
Stop Loss Coverage:	\$1,992
Member Loss Fund Deposit:	\$20,000
<b>TOTAL ANNUAL CONTRIBUTIONS:</b>	<b>\$111,219</b>

#### **E. List of Addenda**

1. Stop Loss Program Participation Agreement

## ADDENDUM

### STOP LOSS PROGRAM PARTICIPATION AGREEMENT

#### Optional

The Stop Loss Program limits the Member's cash payments during a July 1 - June 30 year for those costs falling within the Member's SIR. The Stop Loss Program responds only to cumulative Member SIR payments, including damages, indemnification, and allocated loss adjustment expenses, within a July 1 - June 30 calendar year. The paid costs include payments for any coverage provided to the Member by MMRMA provided that the costs are actually paid within the July 1 - June 30 period. On July 1 of each year, the Member's paid costs accumulate from zero.

If the Member has chosen to participate in the Stop Loss Program, and if the Member's paid costs exceed the member's entry point, the Stop Loss Program will pay, until July 1, all costs that would, in the absence of the Stop Loss Program, be paid from the Member's SIR. **Oakland Community Health Network's** entry point is **\$375,000**. Withdrawing Members do not participate in the Stop Loss Program after the date of withdrawal.

The Member agrees to be bound by MMRMA rules relating to the Stop Loss Program.

Accepted by:

\_\_\_\_\_  
Member Representative

Date: \_\_\_\_\_

MMRMA

\_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

# MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

## Oakland Community Health Network POLICY NUMBER M0001241 SUMMARY OF MOTOR VEHICLE TYPES EFFECTIVE 1/1/2022 - 1/1/2023

<u>Type of Vehicle</u>	<u>Liability Coverage Renewal Exposure</u>		<u>ACV</u>	<u>Physical Damage Coverage Renewal Exposure Data</u>			<u>Total</u>
	<u>Units</u>	<u>Contribution</u>		<u>Replacement</u>	<u>Agreed</u>	<u>Contribution</u>	
All Other Vehicles	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0
Commercial - Historical	0	0	0	0	0	0	0
EMS/Ambulance	0	0	0	0	0	0	0
Fire Vehicles - Large	0	0	0	0	0	0	0
Fire Vehicles - Other	0	0	0	0	0	0	0
Garbage Trucks	0	0	0	0	0	0	0
Motorcycles	0	0	0	0	0	0	0
Motorcycles - Historical	0	0	0	0	0	0	0
Police - All Other	0	0	0	0	0	0	0
Police PPT	0	0	0	0	0	0	0
Private Passenger	0	0	0	0	0	0	0
Private Passenger - Historical	0	0	0	0	0	0	0
Service Trucks	0	0	0	0	0	0	0
Vans	0	0	0	0	0	0	0
<b>Totals</b>	0	0	0	0	0	0	0

# MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Oakland Community Health Network

POLICY NUMBER M0001241

SUMMARY

EFFECTIVE 1/1/2022 - 1/1/2023

<u>Coverage</u>	<u>Expiring Annual Exposure</u>	<u>Annual Exposure</u>	<u>Limits of Liability</u>	<u>SIR/ Deductible</u>	<u>Expiring Contribution</u>	<u>Contribution</u>
Automobile Liability	N/A	N/A	N/A	N/A	0	0
Automobile Physical Damage	N/A	N/A		N/A	0	0
Fire/EMS Replacement Cost	N/A	N/A		N/A	0	0
General Liability	\$9,215,660 Exposure Equivalents	\$9,186,662 Exposure Equivalents	15,000,000	250,000	11,630	10,201
Law Enforcement Liability	N/A	N/A	N/A	N/A	0	0
Public Officials' Liability	\$9,215,660 Exposure Equivalents	\$9,186,662 Exposure Equivalents	15,000,000	250,000	20,560	21,613
Property	\$38,340,129	\$40,825,087		1,000	52,160	57,413
Data Breach and Privacy Liability			5,000,000	25,000 See Table IV	0	0
Specialized Emergency Response Expense Recovery Coverage	N/A	N/A	N/A	N/A	0	0
Sewers	N/A	N/A	N/A	N/A	0	0
<b>Subtotal</b>					84,350	89,227
MCCA Assessment	N/A	N/A			0	0
MCCA Assessment Discount					0	0
<b>Total</b>					84,350	89,227
Stop Loss Charge	\$375,000 Stop Loss entry point	\$375,000 Stop Loss entry point			1,965	1,992
<b>Total Contribution without Retention Fund Allocation</b>					86,315	91,219
Retention Fund Allocation					20,000	20,000
<b>Total Contribution including Retention Fund Allocation</b>					106,315	111,219

# MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Member: Oakland Community Health Network

POLICY NUMBER M0001241

POLICY PROPERTY LIST REPORT

EFFECTIVE DATES 1/1/2022 To 1/1/2023

Location Address		Location Description		
1.	4112 Dawn Lane, West Bloomfield, MI 48323	Home Dawn Lane		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$309,571	\$28,088	\$337,659
Location Totals		\$309,571	\$28,088	\$337,659

Location Address		Location Description		
2.	10539 Bigelow Road, Springfield, MI 48350	Home Bigelow Road		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$304,861	\$21,846	\$326,707
Location Totals		\$304,861	\$21,846	\$326,707

Location Address		Location Description		
3.	3361 Alta Vista, Milford, MI 48380	Home Alta Vista		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$416,187	\$21,846	\$438,033
Location Totals		\$416,187	\$21,846	\$438,033

Location Address		Location Description		
4.	1967 Barr Road, Addison Township, MI 48371	Home Barr		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$411,584	\$28,088	\$439,672
Location Totals		\$411,584	\$28,088	\$439,672

Location Address		Location Description		
5.	920 Rochester Road, Leonard, MI 48367	Home Rochester		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$309,785	\$21,846	\$331,631
Location Totals		\$309,785	\$21,846	\$331,631

Location Address		Location Description		
6.	2200 Oxford Road, Oxford, MI 48371	Home Oxford		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$490,262	\$28,088	\$518,350
Location Totals		\$490,262	\$28,088	\$518,350

Location Address		Location Description		
7.	4473 McGinnis Road, Groveland Township, MI 48442	Home McGinnis Road		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$314,817	\$21,846	\$336,663
	Location Totals		\$314,817	\$21,846
				\$336,663
Location Address		Location Description		
8.	3551 Maureen Lane, Rose Township, MI 48442	Home Maureen Lane		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$305,932	\$23,927	\$329,859
	Location Totals		\$305,932	\$23,927
				\$329,859
Location Address		Location Description		
9.	925 Hadley Road, Brandon Township, MI 48462	Home Hadley Road		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$223,721	\$28,088	\$251,809
	Location Totals		\$223,721	\$28,088
				\$251,809
Location Address		Location Description		
10.	832 Oakwood Road, Oxford, MI 48371	Home Oakwood Road		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$472,278	\$28,088	\$500,366
	Location Totals		\$472,278	\$28,088
				\$500,366
Location Address		Location Description		
11.	3962 Morgan, Orion, MI 48359	Home Morgan		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$464,036	\$28,088	\$492,124
	Location Totals		\$464,036	\$28,088
				\$492,124
Location Address		Location Description		
12.	1499 Kurtz Road, Holly, MI 48442	Home Kurtz Road		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$456,221	\$28,088	\$484,309
	Location Totals		\$456,221	\$28,088
				\$484,309
Location Address		Location Description		
13.	1781 Dunwoodie Road, Ortonville, MI 48462	Home Dunwoodie		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$452,367	\$28,088	\$480,455
	Location Totals		\$452,367	\$28,088
				\$480,455
Location Address		Location Description		
14.	1649 Ray Road, Oxford, MI 48371	Home Ray Road		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$313,104	\$28,088	\$341,192
	Location Totals		\$313,104	\$28,088
				\$341,192



Location Address		Location Description		
15.	3060 Rochester Road, Addison Township, MI 48367	Home 3060 Rochester		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$308,929	\$23,927	\$332,856
Location Totals		\$308,929	\$23,927	\$332,856

Location Address		Location Description		
16.	3075 Rosemary, Highland, MI 48357	Home Rosemary		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$325,307	\$28,088	\$353,395
Location Totals		\$325,307	\$28,088	\$353,395

Location Address		Location Description		
17.	3859 Westlyn Road, Orion, MI 48359	Home Westlyn Road		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$310,213	\$23,927	\$334,140
Location Totals		\$310,213	\$23,927	\$334,140

Location Address		Location Description		
18.	9921 Walnut Hill, Springfield Township, MI 48350	Home Walnut Hill		
	Building Description	Building Value	Contents Value	Total Value
	Home	\$309,892	\$23,927	\$333,819
Location Totals		\$309,892	\$23,927	\$333,819

Location Address		Location Description		
19.	1200 N. Telegraph Road Building 32 East, Pontiac, MI 48341	Resource and Crisis Center		
	Building Description	Building Value	Contents Value	Total Value
	Resource and Crisis Center	\$0	\$1,359,553	\$1,359,553
Location Totals		\$0	\$1,359,553	\$1,359,553

Location Address		Location Description		
20.	5505 Corporate Drive, Troy, MI 48098--	Oakland Community Health Network		
	Building Description	Building Value	Contents Value	Total Value
	Oakland Community Health Network	\$32,398,465	\$104,030	\$32,502,495
Location Totals		\$32,398,465	\$104,030	\$32,502,495

Grand Totals			
Building Value		Contents Value	Total Value
\$38,897,532		\$1,927,555	\$40,825,087

<b>MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY</b>
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<p><b>POLICY NUMBER Q000013334</b> <b>POLICY AUTO SCHEDULE REPORT</b> <b>EFFECTIVE DATES 1/1/2022 To 1/1/2023</b></p>
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<b>Scheduled Vehicles</b>
---------------------------

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN</b>	<b>License Plate</b>	<b>Type</b>	<b>Department</b>

<b>Summary</b>
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<b>Vehicle Group</b>	<b>Vehicles</b>

<b>Grand Totals</b>
---------------------

<b>Vehicles</b>
-----------------

0 Vehicles
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## Co-Response (CORE) Crisis Outreach Program Quarterly Report

Fiscal Year 2022, Quarter 1  
(October 1, 2021 - December 31, 2021)

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The Co-Response (CORE) Crisis Outreach Program is a partnership between law enforcement and mental health professionals to better serve people in mental health crisis in our communities. Law enforcement has historically been the first responders to people in crisis. Police officers are trained to de-escalate situations and determine the appropriate care needed for the person. Often these types of calls for service are dynamic in nature and can be scary for those suffering a mental health crisis.

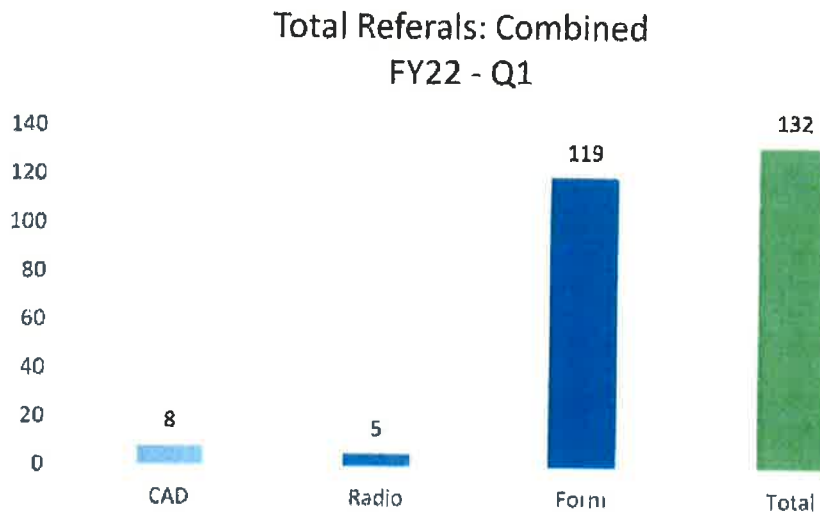
The Auburn Hills, Birmingham, and Bloomfield Township Police Departments partnered together with the Oakland Community Health Network (OCHN) to contract a full-time clinician to work within the police departments. The mental health clinician co-responds to crisis calls for service in the field with police officers, conducts follow-up with community members and families, and provides additional resources to people that otherwise were not known before. The clinician has the expertise to assist in de-escalation at the scenes and meet people where they are in times of need.

Through this partnership, the three communities and OCHN applied for and were awarded a \$75,000 grant through the Community Foundation of Southeast Michigan. These vital funds, along with the support of the three communities, were utilized to launch the program in September of 2021. A master's level social worker was selected and hired to fill this role. Our social worker Hillary Nusbaum has hit the ground running and has exceptionally fit in with the three police departments. She has been able to provide additional support, resources, and advice to not only people in crisis, but to law enforcement officers responding to these types of calls.

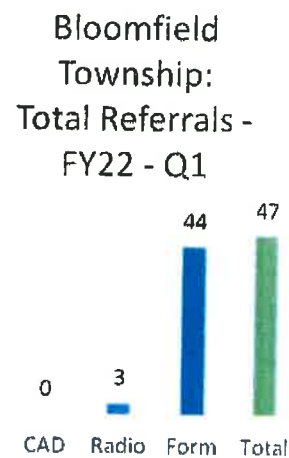
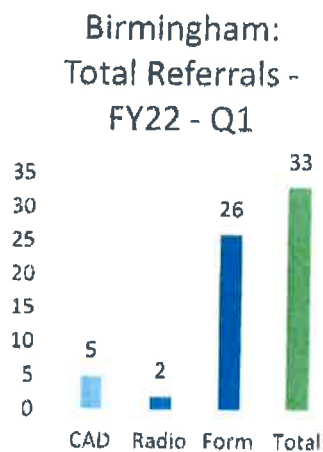
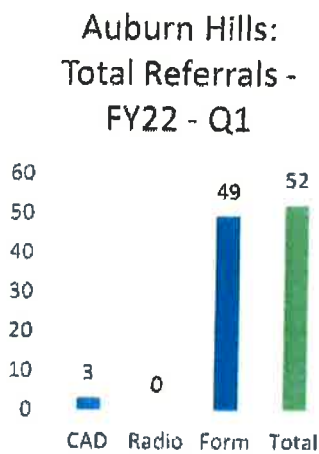
The full CORE team meets monthly to maintain open dialogue with our partners and adjust the program needs as we move forward. CORE team coordinators also meet monthly to provide feedback, direction, and adjust the program as needed. This partnership and cooperation has created standard operating policies for all departments and a referral form that is utilized to share case information and track our progress. This program has now gained the attention of other agencies in Oakland County, who are interested in developing something similar in their communities.

The following data provides an overview of what the program has experienced and accomplished during the first quarter of its existence. (October 1, 2021, to December 31, 2021)

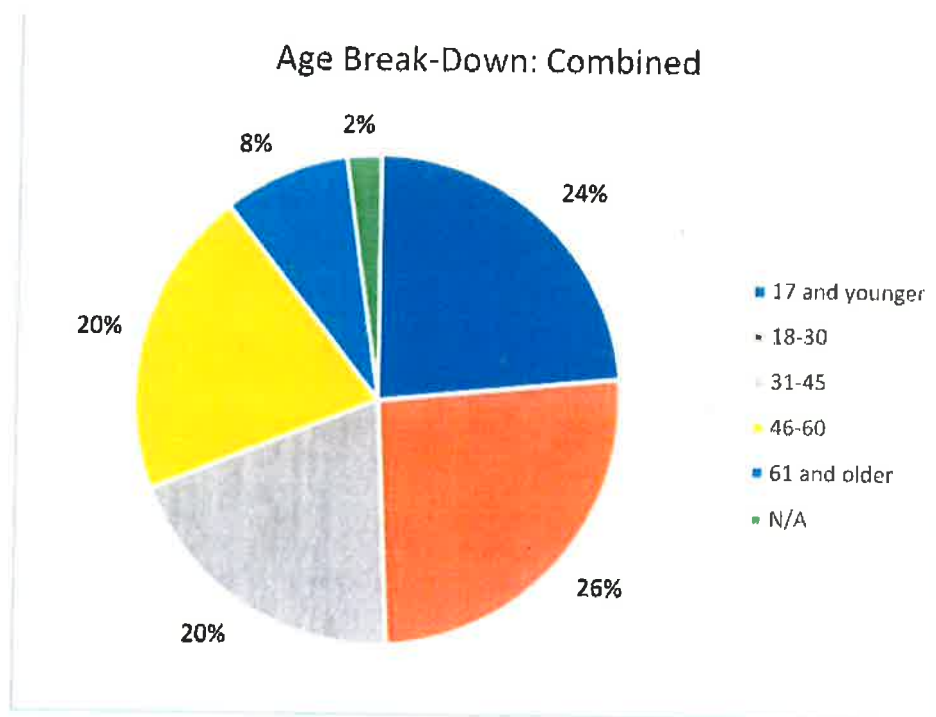
The CORE clinician works primarily afternoons and evenings in all three communities, Monday through Friday, when most of these calls for service occur.



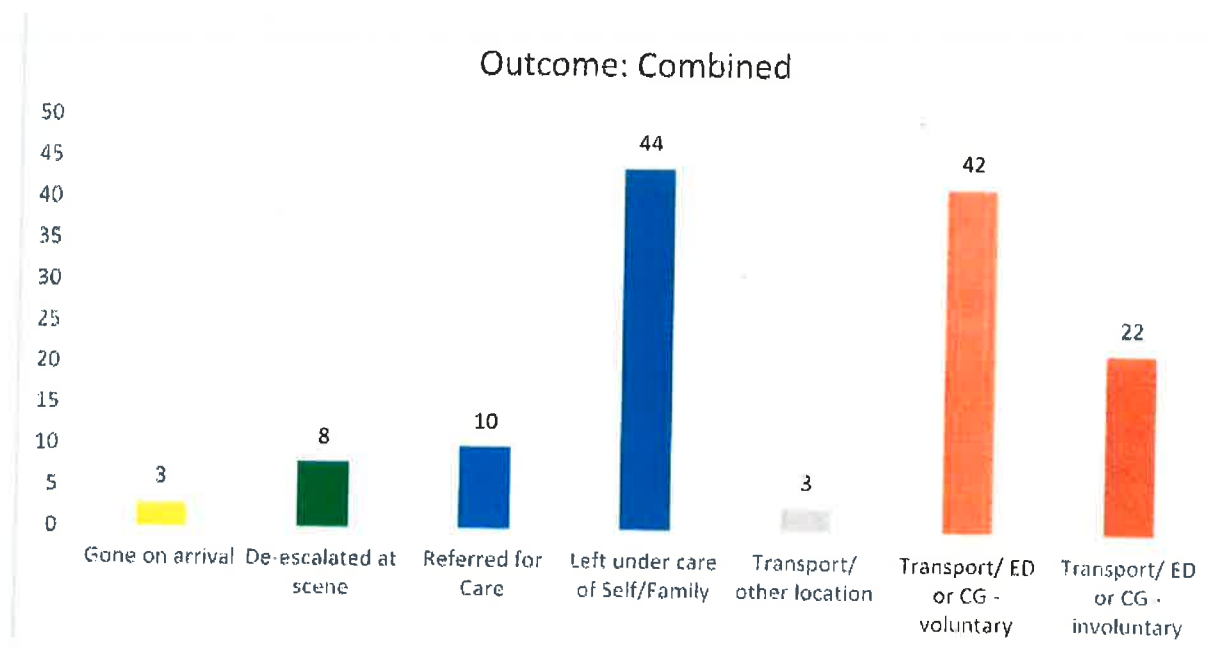
132 total cases were referred to the CORE clinician during the reporting period, all communities combined. CAD is the computer aided dispatching messages sent directly to the clinician to respond. The clinician also carries a police radio and can self-dispatch when hearing these calls. The referral form is also used to send information to the clinician.



The following chart provides a break down of the ages of those served by the program:



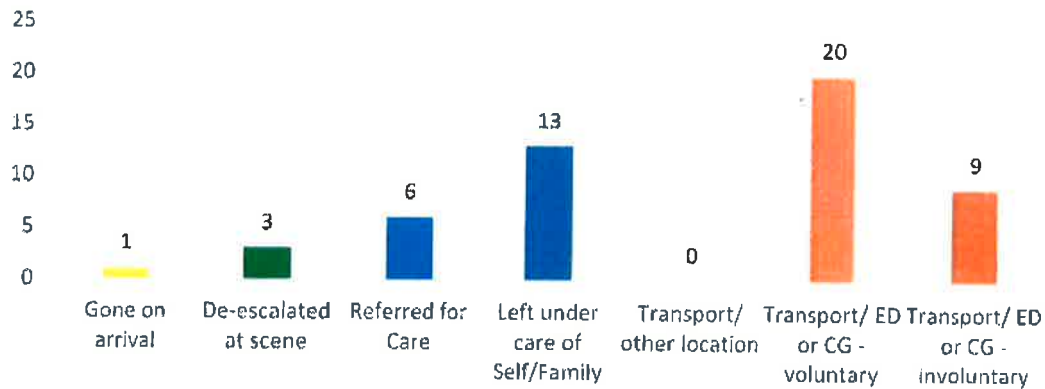
The following charts provide a summary of the various outcomes of these calls for service. This information is collected from CORE referral forms, police reports, and the clinician.



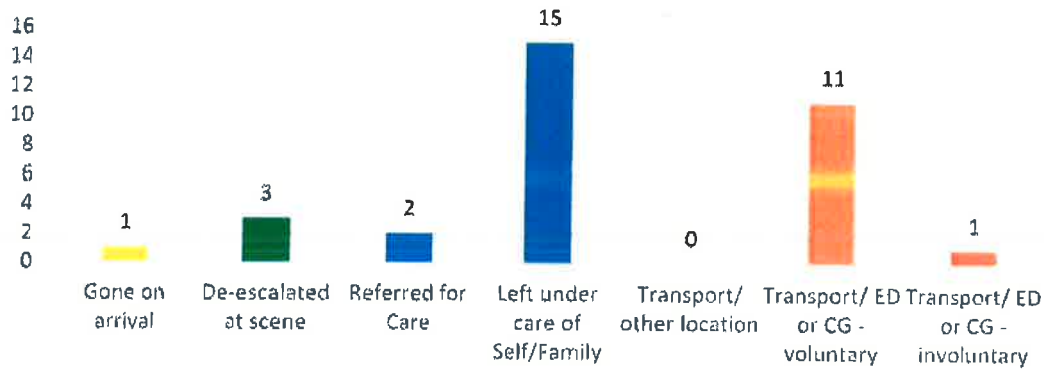
ED = Emergency Department at a local hospital, CG = Common Ground Crisis Center

## Outcomes broken down by community:

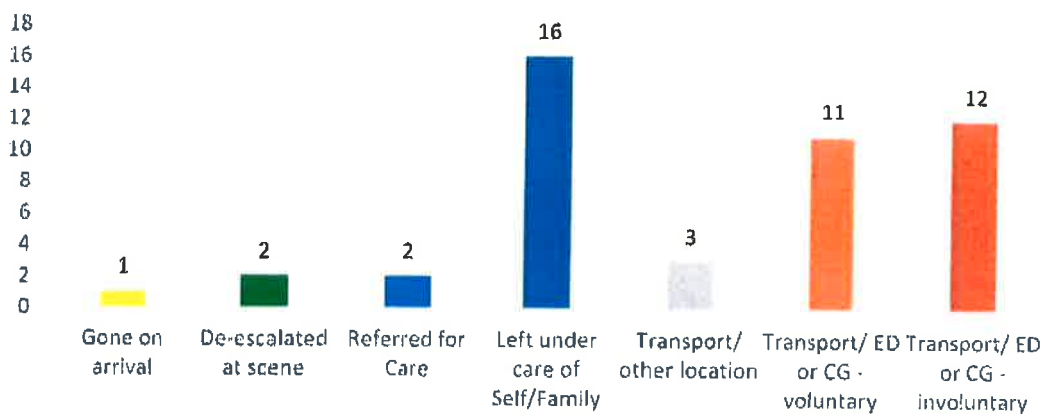
### Auburn Hills: Outcome



### Birmingham: Outcome



### Bloomfield Township: Outcome



### Note Worthy Cases:

In November, an Auburn Hills man had suicidal ideation and had been texting with his wife, while she was at work. Out of great concern for him, she drove home, and her friends contacted the police who met her there. It was determined that the man needed to be evaluated at the hospital, where it was subsequently transported by officers. In the meantime, the clinician was able to speak to his wife and make an appointment to talk with both as soon as he returned home. When the gentleman got home, the clinician was able to sit down with both, listen to their needs, and provide the appropriate resources. Police have not returned to their home since then.

In December, Bloomfield Township Police Department received a call for a welfare check of a woman who had had several calls into the police in the past month due to Family Troubles/Mental Health concerns. The clinician and two other officers were able to locate sitting in her vehicle parked outside of a store, where she intended to buy scissors and potentially self-harm. While she remained in her car, they were able to de-escalate her anxiety and escort her back to the station to talk more with the clinician. After about 45 minutes of identifying triggers/stressors within her home, she had calmed down enough emotionally, that they were able to transfer her back home and create a plan to meet as a family the next morning. The next day, the clinician met with the individual and her family at their home. The clinician assisted by educating them on more useful strategies of how to communicate and de-escalate situations. The family has not needed police intervention since this incident.

In December, the clinician was following up with a family trouble situation in Birmingham, where police responded to a home and found two brothers fighting with one brother having difficulty self-regulating his emotions. Upon referral, the clinician discovered that the family had recently lost their beloved family dog and grief had hit the family quite hard. One son was having difficulty with behavioral outbursts due to the loss of their pet. The clinician spent about an hour on the phone with both parents, listening, and recommending simple behavioral modification techniques to implement at home. The parents were so grateful, they asked for the clinician to see both the boys in a private therapy setting. The clinician had to decline but provided additional resources for the parents to follow-up if needed. They were very happy with the techniques/strategies offered and police have not been back out to the home since.

During the reporting period the clinician also assisted the police departments in obtaining court orders for hospitalization through the Oakland County Probate Court. The clinician was able to review the repetitive calls for service for select people and determine that they needed a psychiatric evaluation because they were no longer able to care for themselves. This proactive work ultimately assisted the person in need of help and reduced the number of police calls for service to the same location.

### Program Updates:

During the reporting period, the CORE team identified challenges in getting timely notifications to the clinician for active calls for service. While the dispatch centers utilize a notification system through the computer aided dispatching, sometimes there is a delay with getting the information to the clinician's cell phone. For these reasons, the clinician was assigned a portable police radio to always carry with her, so that she can monitor the radio traffic of the three departments. The clinician can now hear "real-time" the police calls going out for people in mental health crisis and can respond to the scene with the officers. We anticipate this improvement will increase the number of instances when the clinician is co-responding to calls for service.

A long-term goal of the program is to get 100% of staff at each department trained in Crisis Intervention Team (CIT) training. This is an extensive 40-hour training program for police officers to learn about various mental illnesses, mental health resources, de-escalation techniques, and legal processes. In October, 15 officers, 5 from each department attended the training program. The CORE team is also working to develop our own in-house CIT course in partnership with OCHN, which we plan to launch in 2022.





## MEMORANDUM

Planning Division

**DATE:** May 16<sup>th</sup>, 2022

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

**FROM:** Brooks Cowan, Senior Planner

**APPROVED:** Nick Dupuis, Planning Director

**SUBJECT:** Set Public Hearing – 588 S. Old Woodward - Phoenicia – Special Land Use Permit Amendment, Final Site Plan and Design Review

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### INTRODUCTION:

Phoenicia, located at 588 S. Old Woodward, has operated as a restaurant in Birmingham with a Class C Liquor License since 1982. The applicant is proposing to update their kitchen and the rear area of the building with a 1,381 square foot addition.

### BACKGROUND:

Phoenicia is currently a 2,700 square foot restaurant in a building constructed to be a restaurant in 1978. The applicant is proposing a 1,381 square foot addition in the rear to update the kitchen, provide additional employee storage and bathrooms, and a new private dining room 495 square feet with 14 seats. Updates to the site will also include bringing the rear storage and dumpster into compliance with new screening and additional landscaping surrounding the parking lot.

On April 27<sup>th</sup>, 2022, the applicant appeared before the Planning Board for their SLUP Amendment and Final Site Plan review. The addition of 1,381 square feet increases the restaurant's parking requirement from 40 parking spaces to 54. Expanding the rear footprint also occupies former parking spaces, reducing the parking on-site to 34. Given the Zoning Ordinance's requirement of 1 parking space per 75 square feet of gross floor area, the applicant has an on-site parking shortage of 20 parking spaces.

Phoenicia is within 100 feet of the 555 building (555 S. Old Woodward), and is therefore eligible for a parking lease agreement with the property across the street. The 555 building has a total of 376 parking spaces to count towards their requirement, though it only requires 356 parking spaces, an excess of 20 spaces which they are able to lease to Phoenicia.

The applicant, Phoenicia has provided a parking lease agreement with the 555 Building for 20 spaces to the City. Given that the lease agreement enables the applicant to satisfy the parking requirements of the Zoning Ordinance, the applicant will be required to demonstrate that a lease agreement for their required parking spaces has been maintained every year during their annual liquor license review.

The Planning Board motioned to recommend approval of the proposed SLUP Amendment and Final Site Plan with the following conditions:

1. The applicant submit a signed parking lease agreement for 20 parking spaces or obtain a variance for required parking spaces from the BZA;
2. The applicant submit an updated photometric plan that satisfies the foot candle level requirements for parking lot circulation areas;
3. The Planning Board allow evergreen parking lot screening in place of a masonry screen wall;
4. The Planning Board allow the glazing standards for the northern elevation with a public entrance to be modified; and,
5. The City Attorney draft language to be included in the Special Land Use Permit contract to require that the applicant demonstrates satisfactory parking is maintained to satisfy compliance with the current parking ordinance during its review in the annual liquor license review with the City; and,
6. The applicant comply with the requests of all City Departments.

The applicant has continued to coordinate with City staff on a photometric plan that satisfies the foot candle requirements for parking lot circulation areas and will provide a final photometric plan for the Public Hearing.

#### LEGAL REVIEW:

**The City Attorney will provide additional language to the SLUP contract regarding the maintenance of a parking lease agreement for the Public Hearing proposed for June 27<sup>th</sup>, 2022.**

#### FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

#### PUBLIC NOTIFICATION:

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 April 27<sup>th</sup>, 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 June 27<sup>th</sup>, 2022.

#### SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of June 27<sup>th</sup>, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 588 S. Old Woodward – Phoenicia.

**ATTACHMENTS:**

- Special Land Use Permit Resolution & Contract (To be included during Public Hearing)
- Site/Design Plans
- Application & Supporting Documents
- Planning Division Report
- April 27<sup>th</sup>, 2022 Planning Board Meeting Minutes

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to set a public hearing date of June 27<sup>th</sup>, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 588 S. Old Woodward – Phoenicia.





Phoenicia Expansion - Parking Calculations:		
<b>Parking Required:</b>		
Existing Restaurant		35.57
2,668 SF / 75 = 35.57		
Proposed Addition		18.41
1,381 SF / 75 = 18.41		
<b>Total Parking Required:</b>		<b>54</b>
<b>Parking Provided:</b>		
Surface		34
Excess Parking Agreement		20
<b>Total Parking Provided:</b>		<b>54</b>

**SAROKI**  
ARCHITECTURE  
430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009  
P. 248.258.5707  
F. 248.258.5515  
SarokiArchitecture.com

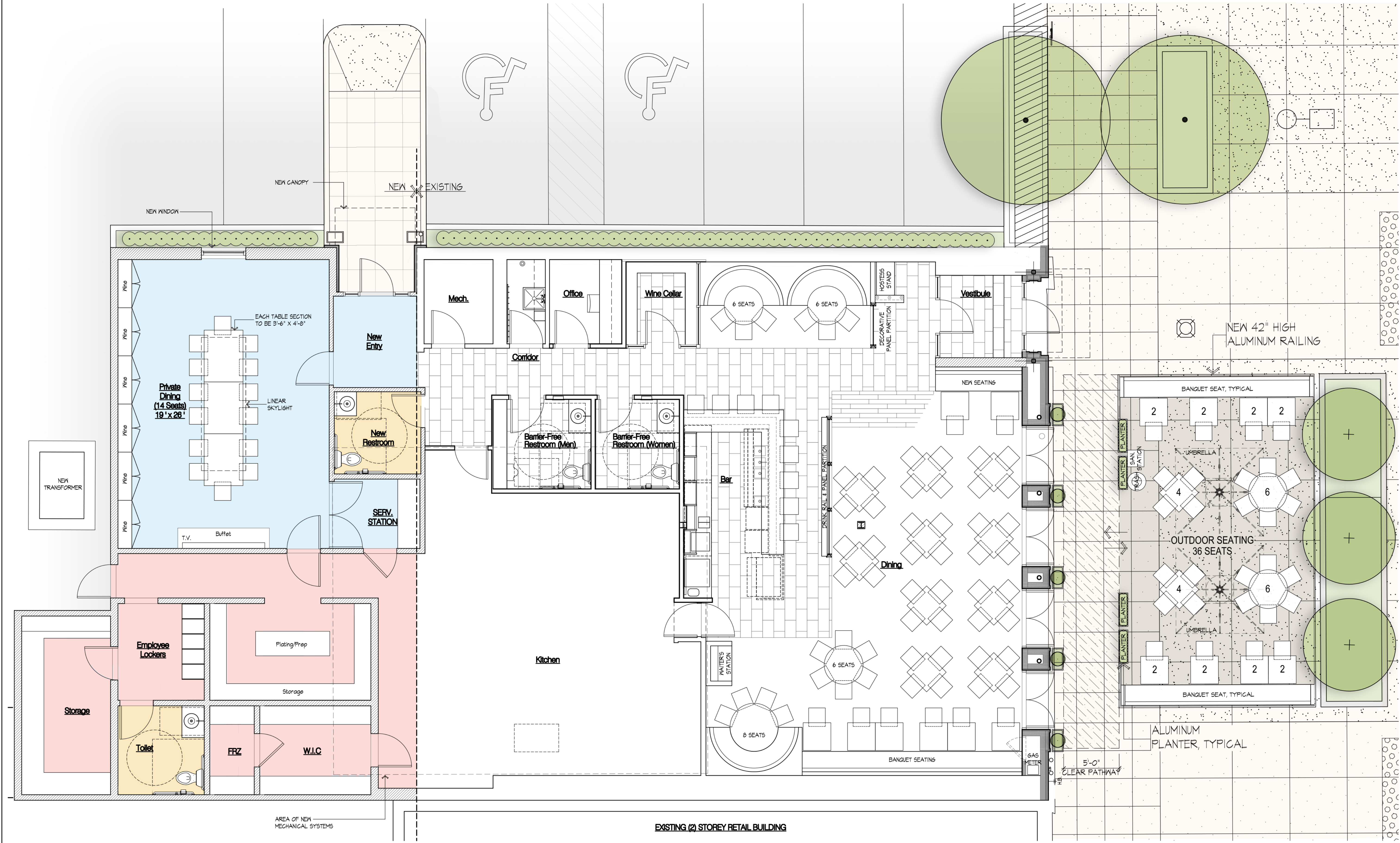
**Project:**  
Phoenicia Expansion  
588 South Old Woodward  
Birmingham, Michigan 48009

**Date:** 3-29-22 **Issued For:** Site Plan Approval

**Sheet No.:**  
**A050**  
SITE PLAN



A  
B  
C  
D  
E  
F  
G  
H



**SAROKI**  
ARCHITECTURE  
430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009  
P. 248.258.5707  
F. 248.258.5515  
SarokiArchitecture.com

**Project:**  
Phoenicia Expansion  
588 South Old Woodward  
Birmingham, Michigan 48009

**Date:** 3-29-22  
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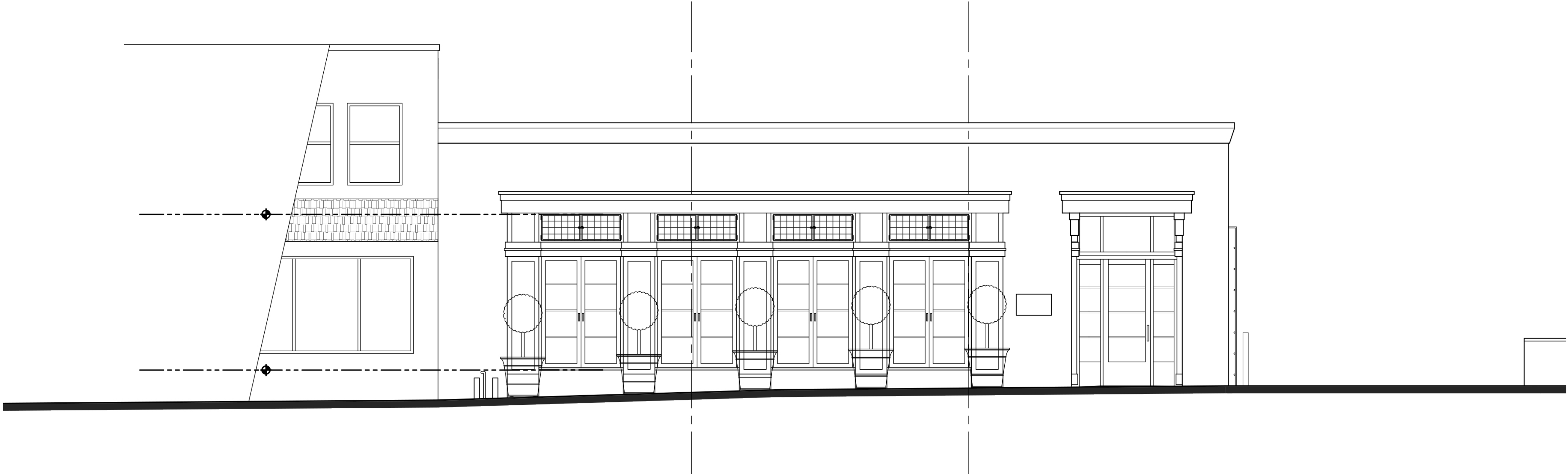
**Sheet No.:**  
**A110**  
FIRST LEVEL  
FLOOR PLAN

H8  
A110  
First Level Floor Plan  
SCALE: 1/4" = 1'-0"

1 2 3 4 5 6 7 8 9 10



A  
B  
C  
D  
E  
F  
G  
H



D8  
A240  
Existing Front Elevation  
SCALE: 1/4" = 1'-0"



H8  
A240  
Proposed Front Elevation  
SCALE: 1/4" = 1'-0"

**SAROKI**  
ARCHITECTURE

430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009

P. 248.258.5707  
F. 248.258.5515

SarokiArchitecture.com

**Project:**  
Phoenicia Expansion  
588 South Old Woodward  
Birmingham, Michigan 48009

**Date:** 3-29-22  
**Issued For:** Site Plan Approval

**Sheet No.:**  
**A210**  
FRONT ELEVATION



**B**

C

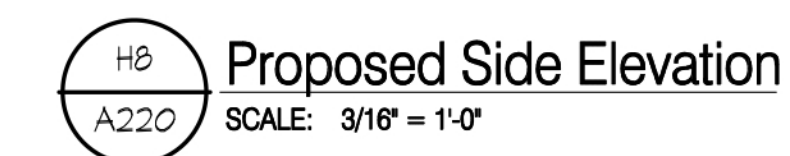
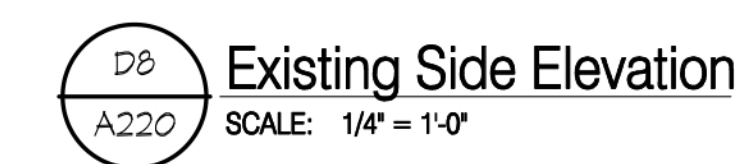
D

E

F

G

H



SIDE ELEVATION

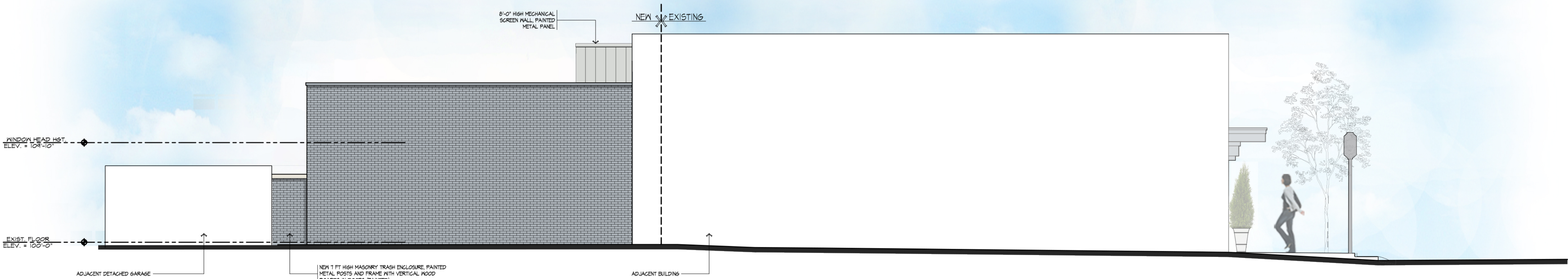
1	2	3	4	5	6	7	8	9	10
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A  
B  
C  
D  
E  
F  
G  
H



D8  
A230  
Existing Side Elevation  
SCALE: 3/16" = 1'-0"



H8  
A230  
Proposed Side Elevation  
SCALE: 3/16" = 1'-0"

**SAROKI**  
ARCHITECTURE

430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009  
P. 248.258.5707  
F. 248.258.5515  
SarokiArchitecture.com

**Project:**  
Phoenicia Expansion  
588 South Old Woodward  
Birmingham, Michigan 48009

**Date:** 3-29-22 **Issued For:** Site Plan Approval

**Sheet No.:**  
**A230**  
SIDE ELEVATION



A

B

C

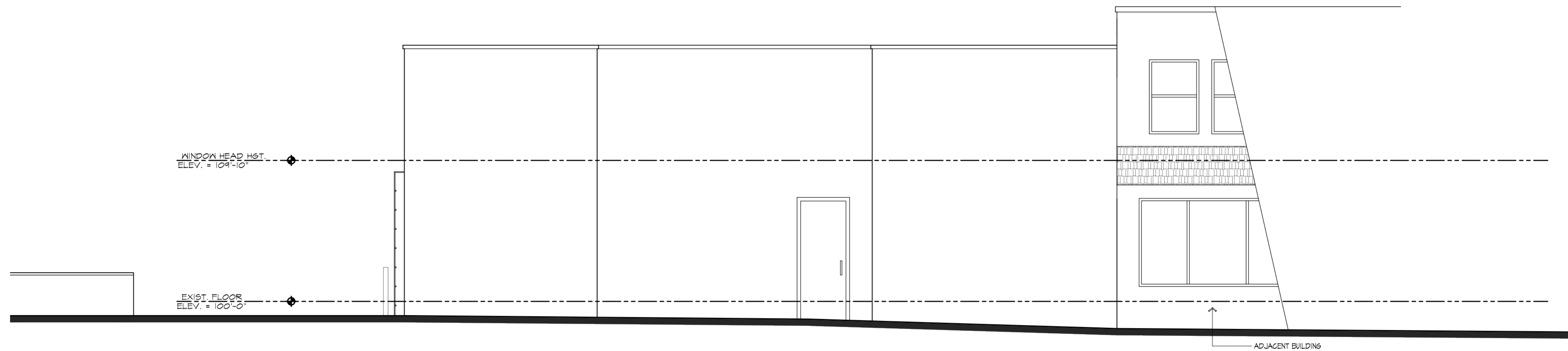
D

E

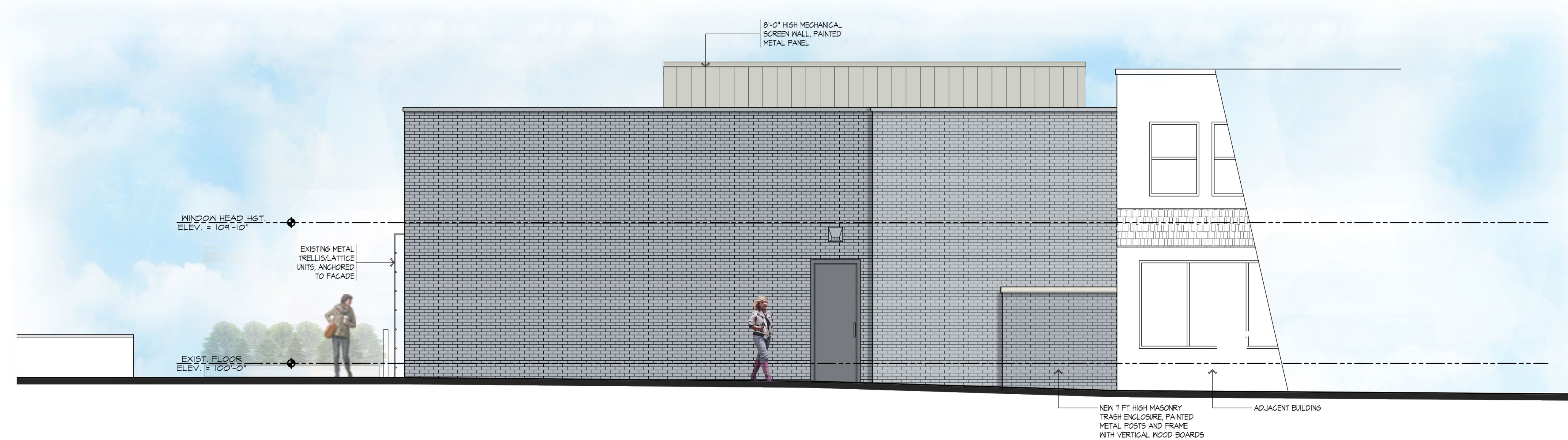
F

G

H



DB  
A240  
Existing Rear Elevation  
SCALE: 1/4" = 1'-0"



HB  
A240  
Proposed Rear Elevation  
SCALE: 1/4" = 1'-0"

**SAROKI**  
ARCHITECTURE

430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009

P. 248.258.5707

F. 248.258.5515

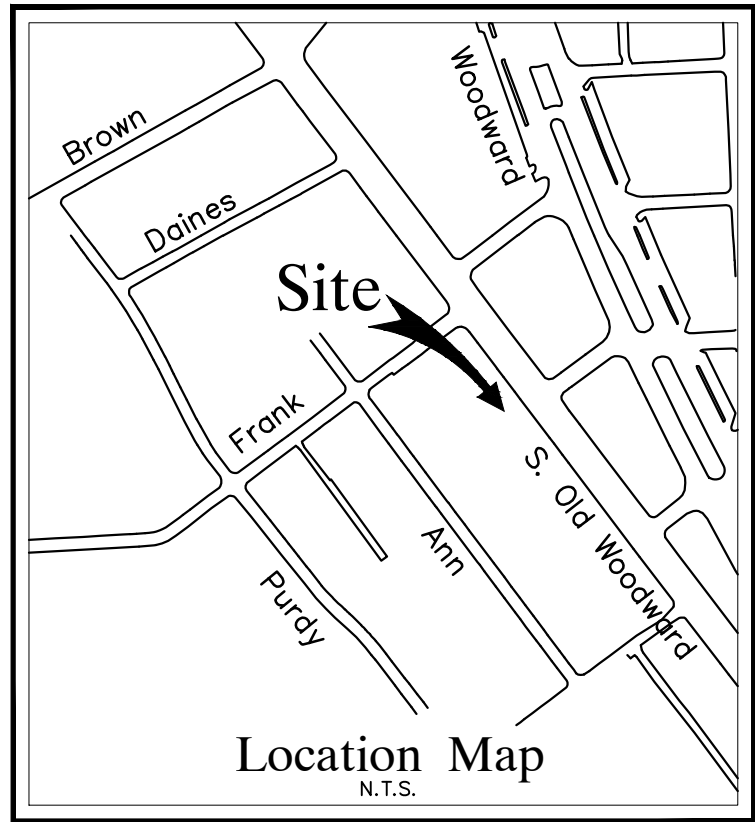
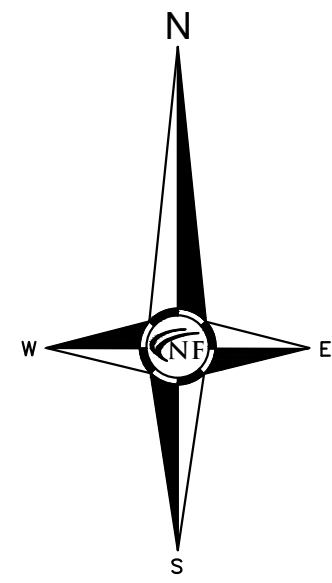
SarokiArchitecture.com

**Project:**  
Phoenicia Expansion  
588 South Old Woodward  
Birmingham, Michigan 48009

**Date:** 3-29-22 **Issued For:** Site Plan Approval

**Sheet No.:**  
**A240**  
REAR ELEVATION

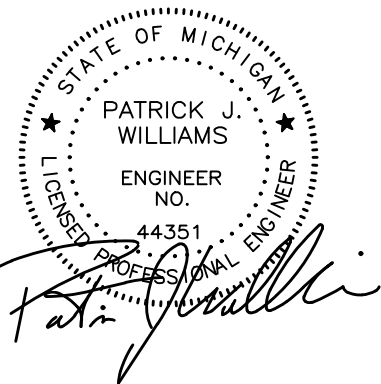




**NF**  
**ENGINEERS**  
CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

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

SEAL



PROJECT  
Phoenicia Restaurant  
588 S. Old Woodward  
Birmingham, MI

CLIENT  
Phoenicia  
588 S. Old Woodward  
Birmingham, MI 48009

Contact: Samy Eid  
Ph: (248) 644-3122

PROJECT LOCATION  
Part of Section 36  
T. 2 North, R. 10 East  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Boundary / Topographic  
Survey



REVISIONS  
03-29-2022 SITE PLAN APPROVAL

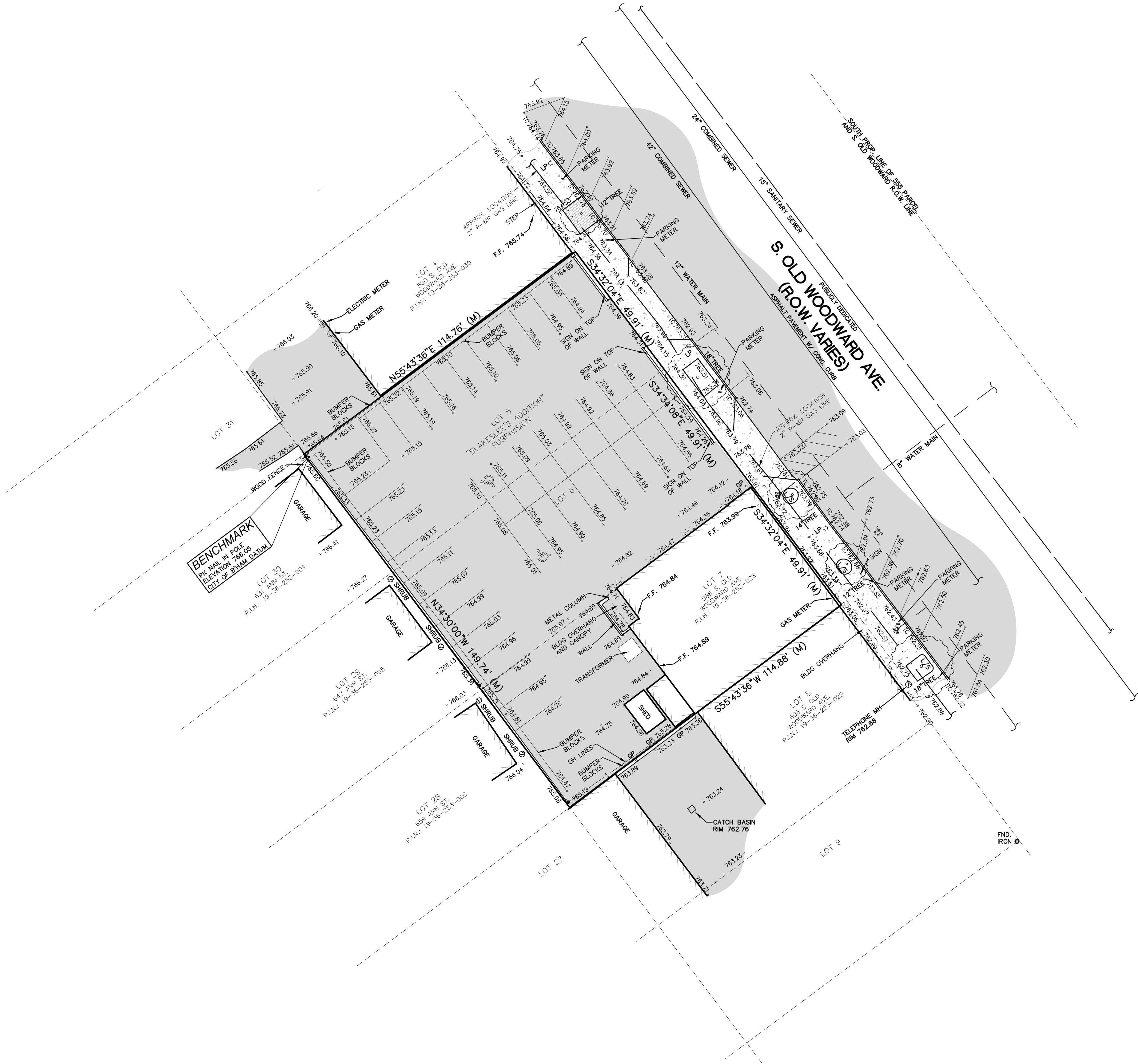
DRAWN BY:  
A. Eizember  
DESIGNED BY:

APPROVED BY:  
P. Williams

DATE:  
March 29, 2022

SCALE: 1" = 20'

NFE JOB NO. SHEET NO.  
**1264-01 SP-1**



#### LEGAL DESCRIPTION

LAND SITUATED IN SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: LOTS 5, 6, AND 7 OF "BLAKESLEE'S ADDITION", EXCEPT THAT PART TAKEN FOR THE HIGHWAY.

P.L.N.: 19-36-253-028

#### MISS DIG / UTILITY DISCLAIMER NOTE

A MISS DIG TICKET NUMBER A080360432, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY. DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON FEBRUARY 15, 2018. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.

#### FLOOD HAZARD NOTE

THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE PROPERTY LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 28125C0537F BEARING AN EFFECTIVE DATE OF SEPTEMBER 29, 2006.

#### TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.

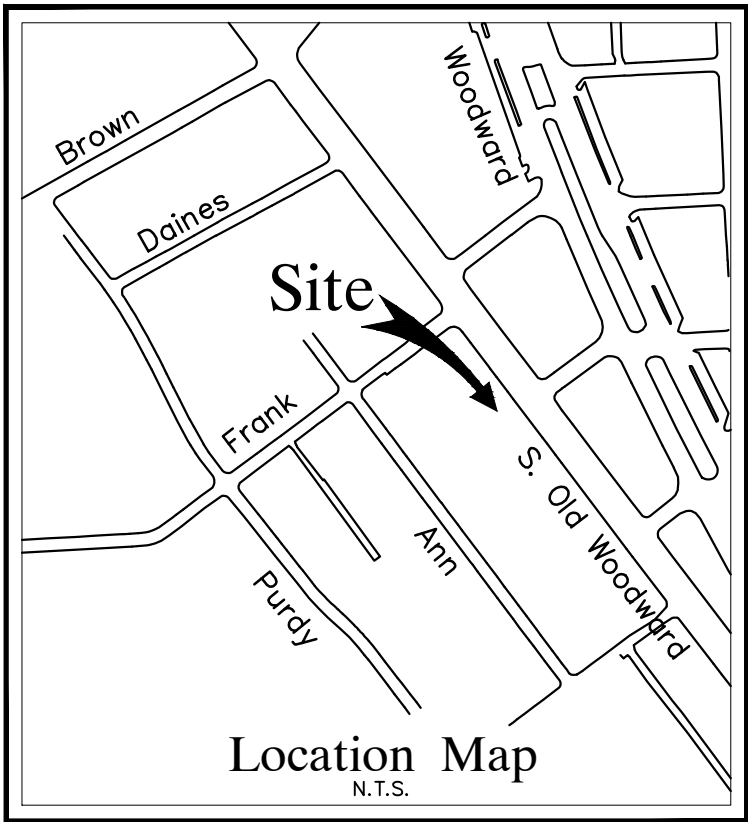
UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.

THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

#### LEGEND

MANHOLE	EXISTING SANITARY SEWER
HYDRANT	EXISTING SAN. CLEAN OUT
GATE VALVE	EXISTING WATER MAIN
CATCH BASIN	EXISTING STORM SEWER
EX. R.Y. CATCH BASIN	EXISTING BURIED CABLES
UTILITY POLE	OVERHEAD LINES
GUY POLE	LIGHT POLE
GUY WIRE	SIGN
	EXISTING GAS MAIN

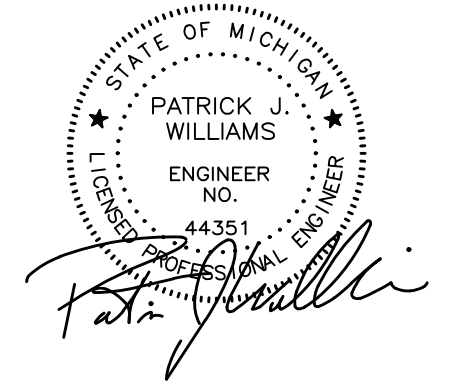




**NF**  
ENGINEERS  
CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

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

SEAL



PROJECT  
Phoenicia Restaurant  
588 S. Old Woodward  
Birmingham, MI

CLIENT  
Phoenicia  
588 S. Old Woodward  
Birmingham, MI 48009

Contact: Samy Eid  
Ph: (248) 644-3122

PROJECT LOCATION  
Part of Section 36  
T. 2 North, R. 10 East  
City of Birmingham,  
Oakland County, Michigan

SHEET

Dimensional Site Plan



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

REVISIONS  
03-29-2022 SITE PLAN APPROVAL

DRAWN BY:  
A. Eizember

DESIGNED BY:  
A. Eizember

APPROVED BY:  
P. Williams

DATE:  
March 29, 2022

SCALE: 1" = 20'

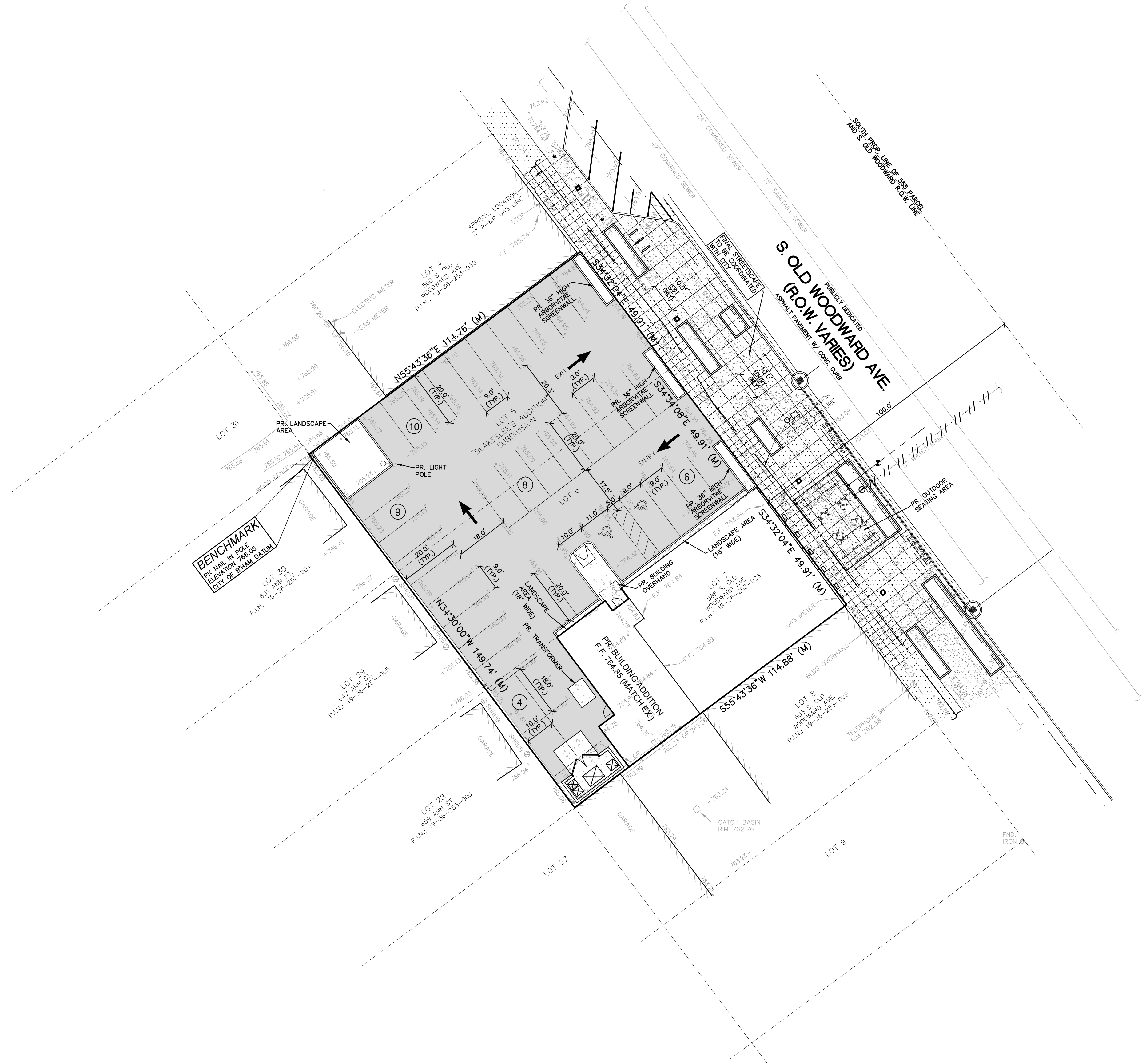
SCALE: 1" = 20'

NFE JOB NO.



SHEET NO.

**I264-01**







































**SP-2**



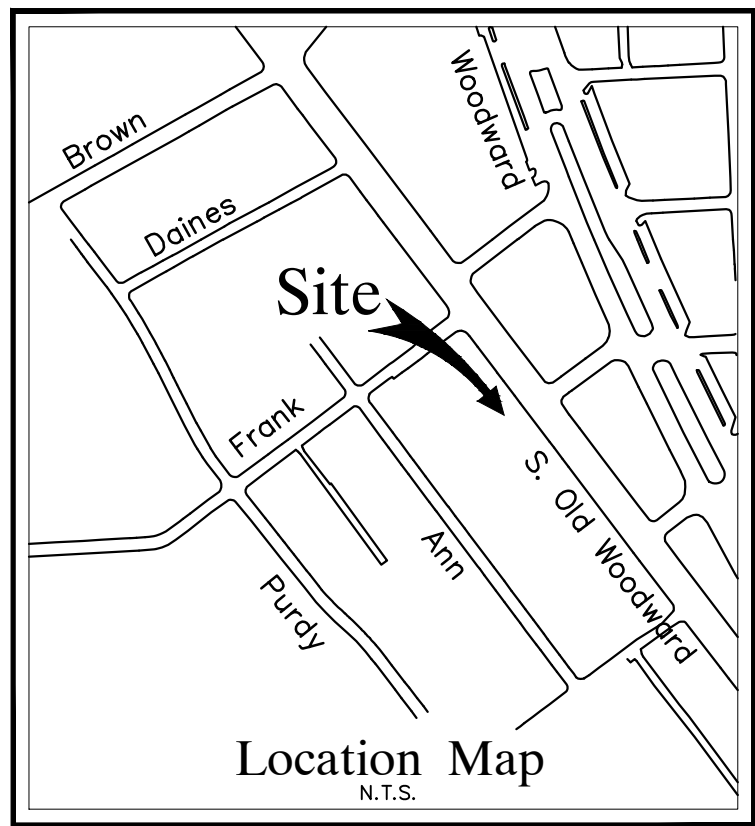
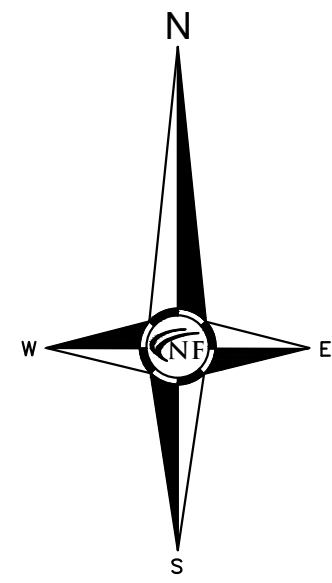
**PAVING LEGEND**

	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

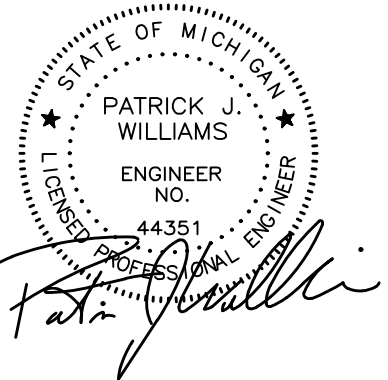
# LEGEND

	MANHOLE		EXISTING SANITARY SEWER
	HYDRANT		SAN. CLEAN OUT
	GATE VALVE		EXISTING WATERMAIN
	MANHOLE CATCH BASIN		EXISTING STORM SEWER
	UTILITY POLE		EX. R. Y. CATCH BASIN
	GUY POLE		EXISTING BURIED CABLES
	GUY WIRE		OVERHEAD LINES
	LIGHT POLE		SIGN
	C.O.		EXISTING GAS MAIN
	HYDRANT		PR. SANITARY SEWER
	INLET		PR. WATER MAIN
	C.B.		PR. STORM SEWER
	MANHOLE		PR. R. Y. CATCH BASIN
	LIGHT POLE		PROPOSED LIGHT POLE
	TC 600.00		PR. TOP OF CURB ELEVATION
	GU 600.00		PR. GUTTER ELEVATION
	TV 600.00		PR. TOP OF WALK ELEVATION
	TP 600.00		PR. TOP OF P.V.M.T. ELEVATION
	FG 600.00		FINISH GRADE ELEVATION





SEAL



PROJECT  
Phoenicia Restaurant  
588 S. Old Woodward  
Birmingham, MI

CLIENT  
Phoenicia  
588 S. Old Woodward  
Birmingham, MI 48009

Contact: Samy Eid  
Ph: (248) 644-3122

PROJECT LOCATION  
Part of Section 36  
T. 2 North, R. 10 East  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Engineering Site Plan



REVISIONS  
03-29-2022 SITE PLAN APPROVAL

DRAWN BY:  
A. Eizember  
DESIGNED BY:  
A. Eizember  
APPROVED BY:  
P. Williams

DATE:  
March 29, 2022

SCALE: 1" = 20'  
20 10 0 10 20 30

NFE JOB NO. SHEET NO.  
**1264-01 SP-3**



#### GENERAL PAVING NOTES

PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

CONCRETE: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.

ASPHALT: BASE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100T, 20AA; SURFACE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100T, 20AA; ASPHALT CEMENT PENETRATION GRADE 85-100, BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.

PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.

ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.

ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.

ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.

ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.

CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.

FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION MATERIALS.

EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.

EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.

SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.

ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.

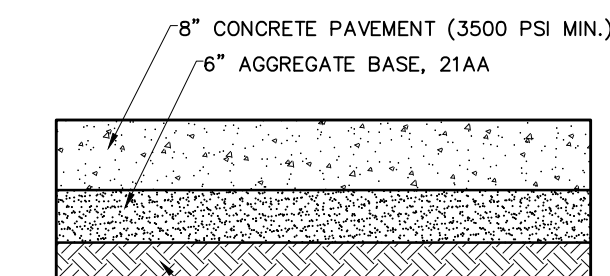
FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.

#### PAVING LEGEND

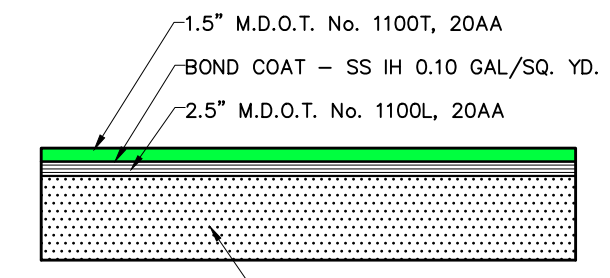
	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

#### LEGEND

MANHOLE	EXISTING SANITARY SEWER
HYDRANT	SAN. CLEAN OUT
MANHOLE	EXISTING WATERMAIN
CATCH BASIN	EXISTING STORM SEWER
UTILITY POLE	EX. R. Y. CATCH BASIN
GUY POLE	EXISTING BURIED CABLES
GUY WIRE	OVERHEAD LINES
SIGN	LIGHT POLE
EXISTING GAS MAIN	PR. TOP OF CURB ELEVATION
PR. SANITARY SEWER	PR. GUTTER ELEVATION
PR. WATER MAIN	PR. TOP OF WALK ELEVATION
PR. STORM SEWER	PR. TOP OF P.V.M.T. ELEVATION
PR. R. Y. CATCH BASIN	FINISH GRADE ELEVATION
PROPOSED LIGHT POLE	
TC 600.00	
GU 600.00	
TW 600.00	
TP 600.00	
FG 600.00	



CONCRETE PAVEMENT SECTION  
N.T.S.



ASPHALT PAVEMENT SECTION  
(DRIVE AND PARKING)



Type:  
BEGA Product:  
Project:  
Modified:

**Finish**  
All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.

Available colors    ☐ Black (BLK)    ☐ White (WHT)    ☐ RAL:  
                         ☐ Bronze (BRZ)    ☐ Silver (SLV)    ☐ CUS:

**BEGA** 1000 BEGA Way, Carpinteria, CA 93013 (805)684-0533 [info@bega-us.com](mailto:info@bega-us.com)  
Due to the dynamic nature of lighting products and the associated technologies, luminance data on this sheet is subject to change without notice. © BEGA 2018



## 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.

**EXAMPLE:** DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

[illegible][illegible]

 A+ Capable options indicated by this color background.

[illegible]

<p><b>Accessories:</b> Order in separate catalog number.</p> <p><b>PM55PSC</b> FMC Power Supply Transformer, T20 compliant, field installable, 70 constant power</p> <p><b>PM55PSC</b> Compact intelligent energy AC power system</p> <p><b>PM55PSC</b> Compact intelligent energy AC power system</p> <p><b>PM55PSC</b> Oversized trim ring with 8" outside diameter</p>	<p><b>Notes</b></p> <p>1 Overall height varies based on lamp package; refer to dimensional chart on page 1.</p> <p>2 Not available with fixtures.</p> <p>3 Not available with emergency lights.</p> <p>4 Mounting voltage 120V or 277V.</p> <p>5 Mounting voltage 120V or 277V.</p> <p>6 12.5" of minimum depth or air access required for battery pack.</p> <p>7 Specify voltage. If fit use with generator supply. If power. Must specify for emergency load and outdoor use.</p> <p>8 Mounting height 8-20.5" high. Must be specified with MP.</p>	<p>9 Not available with CP, MP2SE, MP2SE2C, MP110, MP110SE or MP110SE2C.</p> <p>10 NLR2MR, NLR2MR2, NLR2MR2 and NLR2MR2 not recommended for medical critical installations.</p> <p>11 Mounting height is 5" for all wall-mounted packages with RAB.</p> <p>12 Mount specifying voltage for 3000W and above. 5000W with emergency battery pack is optional.</p> <p>13 Mount specifying 200V or 240V or 114V. Not available with emergency battery pack is optional.</p> <p>14 Mount specifying 200V or 240V. Not available with night option. Not available with CP. Not recommended for critical applications. Not available for use with emergency battery pack.</p>
---	---	---

DOWNLIGHTING

LDA



Description	Symbol	Avg	Max	Min	Avg/Min	Max/Min
Grade @ 6'	+	0.8 fc	14.1 fc	0.0 fc	N/A	N/A
Parking Lot	X	1.3 fc	14.1 fc	0.0 fc	N/A	N/A
Property Line @ 6' AFG	+	0.0 fc	0.3 fc	0.0 fc	N/A	N/A

**General Note**

1. SEE DRAWING FOR LUMINAIRE MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 6' - 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](mailto:ASG@GASSERBUSH.COM) OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT [QUOTES@GASSERBUSH.COM](mailto: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.

PHOENICIA EXPANSION  
PHOTOMETRIC PLAN  
PREPARED FOR: SAROKI ARCHITECTURE  
GASSER BUSH ASSOCIATES  
WWW.GASSERBUSH.COM

**Designer**  
DS  
**Date**  
04/18/2022  
**Scale**  
Not to Scale  
**Drawing No.**  
#22-74711 V1  
**1 of 1**





## Special Land Use Permit Application

### Planning Division

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

#### 1. Applicant

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### 2. Property Owner

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### 3. Applicant's Attorney/Contact Person

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### 4. Project Designer/Developer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### 5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
  - i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
  - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
  - iii. A certified Land Survey;
  - iv. Interior floor plans;
  - 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: \_\_\_\_\_  
\_\_\_\_\_  
Name of development: \_\_\_\_\_  
Sidwell #: \_\_\_\_\_  
Current Use: \_\_\_\_\_  
Proposed Use: \_\_\_\_\_  
Area of Site in Acres: \_\_\_\_\_  
Current zoning: \_\_\_\_\_  
Is the property located in the floodplain? \_\_\_\_\_  
Name of Historic District Site is located in: \_\_\_\_\_  
Date of Historic District Commission Approval: \_\_\_\_\_  
Date of Application for Preliminary Site Plan: \_\_\_\_\_  
Date of Preliminary Site Plan Approval: \_\_\_\_\_

Date of Application for Final Site Plan: \_\_\_\_\_  
Date of Final Site Plan Approval: \_\_\_\_\_  
Date of Application for Revised Final Site Plan: \_\_\_\_\_  
Date of Revised Final Site Plan Approval: \_\_\_\_\_  
Date of Design Review Board Approval: \_\_\_\_\_  
Is there a current SLUP in effect for this site? \_\_\_\_\_  
Date of Application for SLUP: \_\_\_\_\_  
Date of SLUP Approval: \_\_\_\_\_  
Date of Last SLUP Amendment: \_\_\_\_\_  
Will proposed project require the division of platted lots? \_\_\_\_\_  
\_\_\_\_\_  
Will proposed project require the combination of platted lots? \_\_\_\_\_  
\_\_\_\_\_

## 7. Details of the Proposed Development (attach separate sheet if necessary)

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## 8. Buildings and Structures

Number of Buildings on Site: \_\_\_\_\_  
Height of Buildings & # of Stories: \_\_\_\_\_

Use of Buildings: \_\_\_\_\_  
Height of Rooftop Mechanical Equipment: \_\_\_\_\_

## 9. Floor Use and Area (in Square Feet)

### Proposed Commercial Structures:

Total basement floor area: \_\_\_\_\_  
Number of square feet per upper floor: \_\_\_\_\_  
Total floor area: \_\_\_\_\_  
Floor area ratio (total floor area ÷ total land area): \_\_\_\_\_  
Open space: \_\_\_\_\_  
Percent of open space: \_\_\_\_\_

Office Space: \_\_\_\_\_  
Retail Space: \_\_\_\_\_  
Industrial Space: \_\_\_\_\_  
Assembly Space: \_\_\_\_\_  
Seating Capacity: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_

### Proposed Residential Structures:

Total number of units: \_\_\_\_\_  
Number of one bedroom units: \_\_\_\_\_  
Number of two bedroom units: \_\_\_\_\_  
Number of three bedroom units: \_\_\_\_\_  
Open space: \_\_\_\_\_  
Percent of open space: \_\_\_\_\_

Rental units or condominiums? \_\_\_\_\_  
Size of one bedroom units: \_\_\_\_\_  
Size of two bedroom units: \_\_\_\_\_  
Size of three bedroom units: \_\_\_\_\_  
Seating Capacity: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_

### Proposed Additions:

Total basement floor area, if any, of addition: \_\_\_\_\_  
Number of floors to be added: \_\_\_\_\_  
Square footage added per floor: \_\_\_\_\_  
Total building floor area (including addition): \_\_\_\_\_  
Floor area ratio (total floor area ÷ total land area): \_\_\_\_\_  
Open Space: \_\_\_\_\_  
Percent of open space: \_\_\_\_\_

Use of addition: \_\_\_\_\_  
Height of addition: \_\_\_\_\_  
Office space in addition: \_\_\_\_\_  
Retail space in addition: \_\_\_\_\_  
Industrial space in addition: \_\_\_\_\_  
Assembly space in addition: \_\_\_\_\_  
Maximum building occupancy load (including addition): \_\_\_\_\_

## 10. Required and Proposed Setbacks

Required front setback: \_\_\_\_\_  
Required rear setback: \_\_\_\_\_  
Required total side setback: \_\_\_\_\_  
Side setback: \_\_\_\_\_

Proposed front setback: \_\_\_\_\_  
Proposed rear setback: \_\_\_\_\_  
Proposed total side setback: \_\_\_\_\_  
Second side setback: \_\_\_\_\_

## 11. Required and Proposed Parking

Required number of parking spaces: \_\_\_\_\_  
Typical angle of parking spaces: \_\_\_\_\_  
Typical width of maneuvering lanes: \_\_\_\_\_  
Location of parking on site: \_\_\_\_\_  
Location of parking off site: \_\_\_\_\_  
Number of light standards in parking area: \_\_\_\_\_  
Screenwall material: \_\_\_\_\_

Proposed number of parking spaces: \_\_\_\_\_  
Typical size of parking spaces: \_\_\_\_\_  
Number of spaces <180 sq. ft.: \_\_\_\_\_  
Number of handicap spaces: \_\_\_\_\_  
Shared parking agreement? \_\_\_\_\_  
Height of light standards in parking area: \_\_\_\_\_  
Height of screenwall: \_\_\_\_\_



## 12. Landscaping

Location of landscape areas: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed landscape material: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 13. Streetscape

Sidewalk width: \_\_\_\_\_  
Number of benches: \_\_\_\_\_  
Number of planters: \_\_\_\_\_  
Number of existing street trees: \_\_\_\_\_  
Number of proposed street trees: \_\_\_\_\_  
Streetscape plan submitted? \_\_\_\_\_

Description of benches or planters: \_\_\_\_\_  
Species of existing trees: \_\_\_\_\_  
Species of proposed trees: \_\_\_\_\_  
\_\_\_\_\_

## 14. Loading

Required number of loading spaces: \_\_\_\_\_  
Typical angle of loading spaces: \_\_\_\_\_  
Screenwall material: \_\_\_\_\_  
Location of loading spaces on site: \_\_\_\_\_

Proposed number of loading spaces: \_\_\_\_\_  
Typical size of loading spaces: \_\_\_\_\_  
Height of screenwall: \_\_\_\_\_  
Typical time loading spaces are used: \_\_\_\_\_

## 15. Exterior Waste Receptacles

Required number of waste receptacles: \_\_\_\_\_  
Location of waste receptacles: \_\_\_\_\_  
Screenwall material: \_\_\_\_\_

Proposed number of waste receptacles: \_\_\_\_\_  
Size of waste receptacles: \_\_\_\_\_  
Height of screenwall: \_\_\_\_\_

## 16. Mechanical Equipment

### Utilities and Transformers:

Number of ground mounted transformers: \_\_\_\_\_  
Size of transformers (L•W•H): \_\_\_\_\_  
Number of utility easements: \_\_\_\_\_  
Screenwall material: \_\_\_\_\_

Location of all utilities & easements: \_\_\_\_\_  
\_\_\_\_\_  
Height of screenwall: \_\_\_\_\_

### Ground Mounted Mechanical Equipment:

Number of ground mounted units: \_\_\_\_\_  
Size of ground mounted units (L•W•H): \_\_\_\_\_  
Screenwall material: \_\_\_\_\_

Location of all ground mounted units: \_\_\_\_\_  
\_\_\_\_\_  
Height of screenwall: \_\_\_\_\_

### Rooftop Mechanical Equipment:

Number of rooftop units: \_\_\_\_\_  
Type of rooftop units: \_\_\_\_\_  
\_\_\_\_\_  
Screenwall material: \_\_\_\_\_  
Location of screenwall: \_\_\_\_\_  
\_\_\_\_\_

Location of all rooftop units: \_\_\_\_\_  
Size of rooftop units (L•W•H): \_\_\_\_\_  
Percentage of rooftop covered by mechanical units: \_\_\_\_\_  
Height of screenwall: \_\_\_\_\_  
Distance from rooftop units to all screenwalls: \_\_\_\_\_  
\_\_\_\_\_

## 17. Accessory Buildings

Number of accessory buildings: \_\_\_\_\_  
Location of accessory buildings: \_\_\_\_\_

Size of accessory buildings: \_\_\_\_\_  
Height of accessory buildings: \_\_\_\_\_

## 18. Building Lighting

Number of light standards on building: \_\_\_\_\_

Type of light standards on building: \_\_\_\_\_  
\_\_\_\_\_

Size of light fixtures (L•W•H): \_\_\_\_\_  
Maximum wattage per fixture: \_\_\_\_\_  
Light level at each property line: \_\_\_\_\_

Height from grade: \_\_\_\_\_  
Proposed wattage per fixture: \_\_\_\_\_

## 19. Site Lighting

Number of light fixtures: \_\_\_\_\_  
Size of light fixtures (L•W•H): \_\_\_\_\_  
Maximum wattage per fixture: \_\_\_\_\_  
Light level at each property line: \_\_\_\_\_

Type of light fixtures: \_\_\_\_\_  
Height from grade: \_\_\_\_\_  
Proposed wattage per fixture: \_\_\_\_\_  
Holiday tree lighting receptacles: \_\_\_\_\_

## 20. Adjacent Properties

Number of properties within 200 ft.: \_\_\_\_\_

### Property #1

Number of buildings on site: \_\_\_\_\_  
Zoning district: \_\_\_\_\_  
Use type: \_\_\_\_\_  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

North, south, east or west of property? \_\_\_\_\_

### Property #2

Number of buildings on site: \_\_\_\_\_  
Zoning district: \_\_\_\_\_  
Use type: \_\_\_\_\_  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

North, south, east or west of property? \_\_\_\_\_

### Property #3

Number of buildings on site: \_\_\_\_\_  
Zoning district: \_\_\_\_\_  
Use type: \_\_\_\_\_  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

North, south, east or west of property? \_\_\_\_\_

### Property #4

Number of buildings on site: \_\_\_\_\_  
Zoning district: \_\_\_\_\_  
Use type: \_\_\_\_\_  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

North, south, east or west of property? \_\_\_\_\_

### Property #5


Number of buildings on site: \_\_\_\_\_  
Zoning district: \_\_\_\_\_  
Use type: \_\_\_\_\_  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

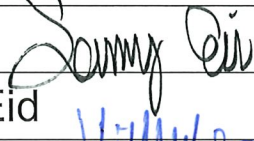
Property Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


North, south, east or west of property? \_\_\_\_\_

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

Signature of Owner:  Date: 3/29/2022  
Print Name: Samy Eid

Signature of Applicant:  Date: 3/29/2022  
Print Name: Samy Eid

Signature of Architect:  Date: 3/29/2022  
Print Name: Victor Sarok

*Office Use Only*

Application #: \_\_\_\_\_ Date Received: \_\_\_\_\_ Fee: \_\_\_\_\_  
Date of Approval: \_\_\_\_\_ Date of Denial: \_\_\_\_\_ Accepted by: \_\_\_\_\_



## SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: \_\_\_\_\_ Case #: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Project: \_\_\_\_\_

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

### Site Plan for Special Land Use Permit

A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- \_\_\_ 1. Name and address of applicant and proof of ownership;
- \_\_\_ 2. Name of Development (if applicable);
- \_\_\_ 3. Address of site and legal description of the real estate;
- \_\_\_ 4. Name and address of the land surveyor;
- \_\_\_ 5. Legend and notes, including a graphic scale, north point, and date;
- \_\_\_ 6. A separate location map;
- \_\_\_ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- \_\_\_ 8. Aerial photographs of the subject site and surrounding properties;
- \_\_\_ 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- \_\_\_ 10. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- \_\_\_ 11. Interior floor plans;
- \_\_\_ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");

- \_\_\_ 13. Existing and proposed layout of streets, open space and other basic elements of the plan;
- \_\_\_ 14. Existing and proposed utilities and easements and their purpose;
- \_\_\_ 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- \_\_\_ 16. General description, location, and types of structures on site;
- \_\_\_ 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- \_\_\_ 18. Details of existing or proposed lighting, signage and other pertinent development features;
- \_\_\_ 19. Elevation drawings showing proposed design;
- \_\_\_ 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- \_\_\_ 21. Location of all exterior lighting fixtures;
- \_\_\_ 22. A Photometric Plan depicting proposed illuminance levels at all property lines;
- \_\_\_ 23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- \_\_\_ 24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

### **Elevation Drawings**

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- \_\_\_ 25. Color elevation drawings showing the proposed design for each façade of the building;
- \_\_\_ 26. List of all materials to be used for the building, marked on the elevation drawings;
- \_\_\_ 27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- \_\_\_ 28. Details of existing or proposed lighting, signage and other pertinent development features;
- \_\_\_ 29. A list of any requested design changes;
- \_\_\_ 30. Itemized list and specification sheets of all materials, light fixtures and mechanical equipment to be used, including exact size specifications, color, style, and the name of the manufacturer;
- \_\_\_ 31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- \_\_\_ 32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.



## Notice Signs - Rental Application Community Development

### 1. Applicant

Name: SAMY EID  
Address: 588 S. OLD WOODWARD AVE  
BIRMINGHAM, MI 48009  
Phone Number: (248) 644-3122  
Fax Number: N/A  
Email address: SAMYEID@ME.COM

### Property Owner

Name: SAMY EID  
Address: 588 S. OLD WOODWARD AVE  
BIRMINGHAM, MI 48009  
Phone Number: (248) 644-3122  
Fax Number: N/A  
Email address: SAMYEID@ME.COM

### 2. Project Information

Address/Location of Property: 588 S. OLD WOODWARD AVE  
Name of Development: PHOENICIA EXPANSION  
Area in Acres: 0.395 ACRES

Name of Historic District site is in, if any: N/A  
Current Use: RESTAURANT  
Current Zoning: B2-B / D-2 OVERLAY DISTRICT

### 3. Date of Board Review

Board of Building Trades Appeals: N/A  
City Commission: TBD  
Historic District Commission: N/A  
Planning Board: TBD

Board of Zoning Appeals: N/A  
Design Review Board: N/A  
Housing Board of Appeals: N/A

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant:  Date: 3/29/2022

#### Office Use Only

Application #: \_\_\_\_\_ Date Received: \_\_\_\_\_ Fee: \_\_\_\_\_  
Date of Approval: \_\_\_\_\_ Date of Denial: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

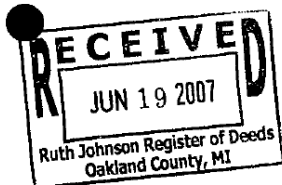


## FEE SCHEDULE

Application	Fees
Administrative Approval	\$100
Administrative Sign Approval	\$100
Board of Zoning Appeals* <ul style="list-style-type: none"> <li>Single Family Residential</li> <li>All Other Zoning Districts</li> </ul>	\$310 \$510
Community Impact Study Review*	\$2,050
Design Review*	\$350
Division/Combination of Platted Lots	\$200
Historic District Review* <ul style="list-style-type: none"> <li>Single Family Residential</li> <li>All Other Zoning Districts</li> </ul>	No Charge \$350
Public Notice Sign <ul style="list-style-type: none"> <li>Notice Sign Rental</li> <li>Returnable Sign Bond</li> </ul>	\$50 \$100 ➔ \$150 total
Preliminary/Final Site Plan Review <ul style="list-style-type: none"> <li>R4 – R8 Zoning District</li> <li>Nonresidential Districts</li> </ul>	\$850, plus \$50 per dwelling unit \$1,050, plus \$50 per acre or portion of acre
Special Land Use Permit* <ul style="list-style-type: none"> <li>Plus Site Plan Review</li> <li>Plus Design Review</li> <li>Plus Publish of Legal Notice</li> <li>Plus Sign Rental and Deposit</li> </ul>	\$800 \$1,050 \$350 \$450 \$150 ➔ \$2,800 total
Special Land Use Permit Annual Renewal	\$200
Temporary Use Permit	\$100
Zoning Compliance Letter	\$50

**\*The fees for Board of Zoning Appeals, Community Impact Study Review, Design Review, Site Plan Review, Historic District Review and Special Land Use Permits shall be double the listed amounts in the event the work is commenced prior to the filing of an application for review by the City of Birmingham.**

LIBER 39279 PG 472



142112  
 LIBER 39279 PAGE 472  
 \$10.00 DEED - COMBINED  
 \$4.00 REMEDIMENTATION  
 06/25/2007 10:41:54 A.M. RECEIPT# 65987  
 PAID RECORDED - OAKLAND COUNTY  
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

## QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That SAMEER EID and LEILA EID, his wife, whose address is 588 S. Old Woodward, Birmingham, Michigan 48009 convey(s) and warrant(s) to EID PROPERTIES, LLC, whose address is 588 S. Old Woodward, Birmingham, Michigan 48009, the following described premises situated in the City of Birmingham, County of Oakland and State of Michigan, to-wit:

Lots 5 and 6, except East part thereof, said East part being now in Woodward Avenue and being 17.21 feet on North lot line and 17.18 feet on South lot line, Lot 7, except East part thereof, said East part being now in Woodward Avenue and being 17.18 feet as measured on North lot line and 17.15 feet as measured on South lot line, and Lots 28 and 30, Blakeslees Addition as recorded in Liber 2, Page 50, Oakland County Records

for the full consideration of less than One Hundred Dollars (\$100.0) to transfer title to a limited liability company owned by the Grantors, and subject to restrictions and easements of record and to rights of tenants now in possession.

Dated this 14th day of APRIL, 2007.

2050

SIGNED and SEALED:

Sameer Eid  
 Sameer Eid

Leila Eid  
 Leila Eid, his wife

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 14th day of APRIL, 2007, by Sameer Eid and Leila Eid, both of whom are to me known to be the persons described herein and who acknowledged execution hereof as their free act and deed.

Dana C. Gilbert  
 DANA C. GILBERT, Notary Public  
 Acting in and for the County of OAKLAND State of Michigan  
 My commission expires: MY COMMISSION EXPIRES Feb 14, 2012  
 ACTING IN COUNTY OF OAKLAND

Tax Parcel ID # 08-19-36-253-028-Lot 5, 6, 7  
19-36-253-006-Lot 28  
 Instrument drafted by:  
 Donald A. Pierce, Jr. 19-36-253-004-Lot 30  
 Dean & Fulkerson, P.C.  
 801 W. Big Beaver Road, 5th Floor  
 Troy, Michigan 48064

When recorded return to: Drafter  
 Send subsequent tax bills to: Grantee

Recording Fee: \$14.00  
 Transfer Tax: Exempt MCLA 207.526(a), MCLA 207.505(a)

O.K. - LG



MAY 1 78

Lawyers Title Insurance Corporation **7187** PAGE **168****78 41156**Form 561 5-71  
WARRANTY DEED—Statutory Form  
CL 1948, SJS 181 MSA 20.371

KNOW ALL MEN BY THESE PRESENTS: That Carl F. Fischer and Marion P. Fischer, his wife, and Richard A. Fischer and Jeanne M. Fischer, his wife, whose address is 1810 Maplelawn, Troy, Michigan

Convey and Warrant to Sameer Eid and Loila Eid, his wife

whose address is 3576 Upton, Troy, Michigan 48084

the following described premises situated in the City of Birmingham  
County of Oakland and State of Michigan, to-wit:

Lots 5 and 6, except East part thereof, said East part being now in Woodward Avenue and being 17.21 feet on North lot line and 17.18 feet on South lot line, Lot 7, except East part thereof, said East Part being now in Woodward Avenue and being 17.18 feet as measured on North lot line and 17.15 feet as measured on South lot line, and Lots 28 and 30, Blakeslee Addition as recorded in Liber 2, Page 50, Oakland County Records.

for the full consideration of Two Hundred Fourteen Thousand, Nine Hundred and 00/100 (\$214,900.00) Dollars  
subject to restrictions and easements of record and to rights of tenants now in possession.

Dated this 20th day of April 1978

Witnessed:  
*David G. Barnett*  
David G. Barnett  
*Gayle E. Greening*  
Gayle E. Greening

Signed and Sealed:

*Carl F. Fischer* (LS)  
Carl F. Fischer  
*Marion P. Fischer* (LS)  
Marion P. Fischer  
*Richard A. Fischer* (LS)  
Richard A. Fischer  
*Jeanne M. Fischer* (LS)  
Jeanne M. Fischer

STATE OF MICHIGAN

COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 20 day of April 1978 by Carl F. Fischer & Marion P. Fischer, his wife, and Richard A. Fischer & Jeanne M. Fischer, his wife.  
My commission expires: October 28, 1981

Instrument  
Drafted by David G. Barnett

Notary Public Gayle Ellen Greening County, Michigan  
Business 74 W. Long Lake Road, Ste. 3  
Address Bloomfield Hills, Mich. 48011

County Treasurer's Certificate

OAKLAND COUNTY TREASURER'S CERTIFICATE  
No. 4-22-1978  
This instrument is subject to the provisions of the Michigan Transfer Tax Act, as amended, and the provisions of the Michigan Transfer Tax Act, as amended, and the provisions of the Michigan Transfer Tax Act, as amended.

STATISTICAL TRANSFER TAX  
MICHIGAN

Recording Fee

State Transfer Tax \$236.00

LAWYERS TITLE INSURANCE CORP.

Tax Parcel # 1436-253028When recorded return to Grantee

Send subsequent tax bills

to Grantee 51391

**555 S. Old Woodward Ave - Parking Summary**

<b>Residential</b>			
<b>Unit Type</b>	<b>Number of Units</b>	<b>Space / Unit</b>	<b>Spaces Required</b>
Studio	11	1	11
One-Bedroom	33	1	33
Two-Bedroom	54	1.25	67.5
<b>Total</b>	<b>98</b>		<b>112</b>
<b>Total (After Parking Reduction)</b>		<b>112 - 51 =</b>	<b>61</b>

<b>Office</b>	<b>Square Footage</b>	<b>Space / SF</b>	<b>Spaces Required</b>
	38,250	300	128

<b>Retail</b>	<b>Square Footage</b>	<b>Space / SF</b>	<b>Spaces Required</b>
	21,191	300	71

<b>Salon</b>	<b>Chairs</b>	<b>Space / Chair</b>	<b>Spaces Required</b>
	24	2	48

<b>Fitness</b>	<b>Square Footage</b>	<b>Space / SF</b>	<b>Spaces Required</b>
	6,392	550	12

<b>Restaurant</b>	<b>Square Footage</b>	<b>Space / SF</b>	<b>Spaces Required</b>
	4,400	75	59
<b>Total (After Parking Reduction)</b>		<b>59 - 23 =</b>	<b>36</b>

**Total Parking Required 356**

**Total Parking Provided 376**

**Excess Parking Available 20**

\*\* In addition, 36 On-Street Parking Spaces have been allocated to 555 S. Old Woodward Ave.

555 S. Old Woodward Ave - Parking Summary (Continued)

Office and Residential Parking (40% Reduction)		
Number of Office Spaces	Reduction	Total
128	40%	51

Office and Restaurant Parking (30% Reduction)		
Number of Office Spaces (Remaining)	Reduction	Total
77	30%	23

which have NOT been included in the numbers above

**PARKING LEASE AGREEMENT**  
**555 South Old Woodward Avenue, Birmingham, Michigan**

THIS PARKING LEASE AGREEMENT (this “**Agreement**”) is made this 14 day of April 2022, between **The 555 Building Condominium Association**, a Michigan nonprofit corporation (“**Landlord**”), and **Phoenicia Restaurant**, (“**Tenant**”). In consideration of the mutual covenants and conditions set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. **Lease.** Landlord hereby agrees to lease and make available to Tenant a minimum of **Sixteen (16)** and a maximum of **Twenty (20) unassigned** parking spots as requested by Tenant on the **Ramp to the Fourth deck and Fourth Deck on the North End of the parking structure** (the “**Premises**”) on property owned by Landlord, located at 555 South Old Woodward, Birmingham, Michigan (the “**Property**”) containing twenty parking spaces (each, a “**Parking Space**” and collectively, the “**Parking Spaces**”) within the Premises, subject to and upon the terms and conditions set forth in this Agreement. The Parking Spaces shall be used solely for valet parking by Tenant’s employees (“**Users**”) and no other persons whatsoever. Landlord also grants Tenant ingress and egress to and from the Premises solely from the northwest corner street entrances of the Property, and Tenant shall cause Users to only use such points of ingress and egress.

2. **Term.** The term of this Agreement will commence upon completion by Tenant of an expansion of its restaurant building located at 588 South Old Woodward, Birmingham, Michigan (the “**Restaurant**”) and issuance of a occupancy permit by the City of Birmingham for the Restaurant (the “**Commencement Date**”) and remain in effect for 5 years from the commencement date, unless earlier terminated in accordance with this Agreement. The Commencement Date through the Expiration Date is the “**Term**”. Notwithstanding the foregoing, after two years either party has the right to terminate this Agreement by ninety days’ written notice to the other party, and this Agreement will terminate on the ninetieth day (the “**Surrender Date**”) after the delivery of such notice of termination, and Tenant shall surrender the Premises to Landlord on or prior to the Surrender Date, provided that the parties shall remain obligated for all of their obligations under this Agreement through the Surrender Date.

3. **Tenant Improvements.** If needed, as determined by Tenant in its sole discretion, Tenant shall, on or before using the Premises for the Parking Purpose, at Tenant’s sole cost and expense, provide all work of whatsoever nature which is required for the construction and operation of a first-class parking lot (“**Tenant’s Work**”). Prior to commencing any improvements on the Premises, Tenant must furnish to Landlord for Landlord’s approval the parking lot design drawings and working drawings and specifications with respect to Tenant’s Work together with a budget detailing the costs of Tenant’s Work (once approved by Landlord, the “**Tenant Improvement Plans**”). Tenant shall select and use only contractors, subcontractors or other personnel that have been approved by Landlord in writing. Landlord shall have the right to enter the Premises from time to time to inspect Tenant’s Work. Tenant must, promptly following completion of Tenant’s Work, provide Landlord with sworn statements and unconditional lien waivers from all contractors and subcontractors constructing the Tenant’s Work. No deviation from the

Tenant Improvement Plans, once approved by Landlord, shall be made by Tenant without Landlord's prior written consent. Approval of the Tenant Improvement Plans by Landlord shall not constitute the assumption of any responsibility by Landlord or Landlord's architect or engineer for their accuracy, efficacy or sufficiency, and Tenant shall be solely responsible for such items. Approval by Landlord of Tenant's contractors shall not constitute assumption of responsibility for the competency of Tenant's contractors, and Tenant shall be solely responsible for same. Tenant shall not open the Premises for Users until Tenant's Work has been completed, and Tenant has received a certificate of occupancy (or the like) from the local governmental authorities. Tenant shall engage the services of such bondable, State and County licensed contractors. Landlord shall determine in Landlord's sole and absolute discretion whether Tenant must use union labor for particular construction trade work. Tenant shall not be able to enter the Premises to perform any work or to install any improvements until all of the following conditions have been met by written notice from Landlord to Tenant: (a) receipt by Tenant of Landlord's written approval of the Tenant Improvement Plans; and (b) receipt by Tenant of required building permits and approvals from local governing agencies

4. **Lease Fee.** As of the commencement date, Tenant shall pay to Landlord the total amount of One Hundred Forty and 00/100 Dollars per Parking Space per month, (the "**Lease Fee**"), which shall be paid on or before the first of each month in advance. The monthly lease rate shall increase by four (4%) percent per annum on the annual anniversary of the commencement date.

5. **Use; Rules and Regulations for Parking Spaces.**

(a) Users are entitled to use the Parking Spaces during the Restaurant's hours of operation. Users shall use the Parking Spaces solely for valet parking by Tenant's employees ("Users") and no other persons whatsoever for the parking of automobiles that are owned or operated by Users.

(b) Vehicles shall be parked within the striped Parking Spaces and remain locked while parked. Vehicles must not be parked by Users in such a way as to block traffic lanes. The parking of unlicensed or uninsured vehicles, the storage of vehicles or any other personal property or equipment, and the repair and maintenance of vehicles in the Property is prohibited. Further, the parking of vehicles that (in the opinion of Landlord) pose any kind of hazard or have hazardous contents is prohibited. The parking of vehicles for the principal purpose of promotional activities or advertising (in the opinion of Landlord) is also prohibited. Any vehicle remaining in the Premises for more than **Five (5)** consecutive calendar days shall be deemed abandoned and may be removed from the Premises by Landlord at Tenant's expense and Landlord shall have no liability to any person for loss or damage on account of such removal. All costs incurred in removing and storing any such abandoned vehicle shall be reimbursed by Tenant upon being billed therefore by Landlord.

(c) Neither Tenant nor its employees shall commit or allow any waste or damage to be committed on any portion of the Property, create any nuisance, or unreasonably interfere with, annoy or disturb any other tenant, licensee, parker or Landlord in its operation of the Property.

(d) Tenant and its employees shall comply with all applicable governmental laws and regulations. In addition, the use of the Parking Spaces by Tenant and its employees under the terms of this Agreement is subject to such rules and regulations as are promulgated from time to time by Landlord and communicated to Tenant (collectively, the **"Rules and Regulations"**).

6. **Holding Over.** If Tenant holds possession of the Premises beyond the expiration of the Term, such continued possession by Tenant shall not have the effect of extending or renewing the Term for any period of time and Tenant shall be presumed to occupy the Premises against the will of Landlord who shall thereupon be entitled to all remedies provided for the expulsion of Tenant, including all claims for loss and damage. If Tenant holds over, the Lease Fee shall be one hundred fifty percent of Tenant's Lease Fee during the last month of the Term. In addition, Landlord has the right, at Tenant's expense, to cause any automobiles parked in the Parking Spaces to be towed if the automobiles are not removed upon the expiration of the Term or earlier termination of this Agreement. Landlord may give to Tenant at any time during such continued possession by Tenant written notice that Tenant may continue to occupy the Premises under a tenancy from month to month at the holdover amount set forth above.

7. **Safety / Custody / Bailment.** Landlord shall not be considered an insurer or guarantor of the safety and security of Users or of any vehicle parked on the Property. This Agreement constitutes a right to park on the Premises only and no bailment is created. Tenant acknowledges that all employees must self-park the vehicles (except to the extent Landlord otherwise designates) and abide by all provisions of Landlord's Rules and Regulations. Landlord does not guard or assume care custody or control of any vehicle or its contents and is not responsible to Tenant or its employees for fire, theft, damage or loss, including any damage caused by any other vehicle parked on the Property.

8. **Certain Additional Rights Reserved by Landlord.**

(a) Landlord shall have the following rights: with or without closing the Property and/or preventing unreasonable access to the Premises, to decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Property, or any part thereof; to enter upon the Property and, during the continuance of any such work, to close points of ingress and egress, street entrances, public space, and drives in the Property; and to enter the Premises to show the parking spaces located on the Property and the Property itself to prospective purchasers, tenants, lenders, or other interested parties. Additionally, Tenant acknowledges that its parking rights under this Agreement are subject to Landlord's right to use the Parking Spaces for parking by persons attending Special Events (as herein defined) and neither Tenant nor its employees may make use of or occupy the Parking Spaces on days of Special Events. For purposes of this Agreement, **"Special Events"** means the Woodward Dream Cruise.

(b) Landlord reserves (i) the right from time to time to make alterations in or to the Property and the fixtures and equipment thereof, as well as in or to the street entrances, drives and other parts of the Property, and to erect, maintain, and use pipes, ducts and conduits in and through the Property, all as Landlord may deem necessary or desirable; (ii) the right to eliminate, substitute and/or rearrange the common areas (which may theretofore

have been so designated) as Landlord deems appropriate in its sole discretion; and (iii) upon three days advance notice to Tenant, use the loading ramp area within the Premises and, upon receipt of such notice and prior to the second day after delivery of such notice, Tenant will cause the loading ramp area to be clear of any obstruction that may impede Landlord's use of the loading area within the Premises.

(c) Landlord, at no cost to Tenant, reserves the right to relocate the Premises to another area within the Property.

#### 9. **Casualty.**

(a) If the Property is damaged by fire or other casualty (each, a "**Casualty**"), Landlord shall deliver to Tenant a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty. If a Casualty damages a material portion of the Property and (i) Landlord estimates that the damage to the Property cannot be repaired within sixty days after commencement of repairs, (ii) the damage to the Property exceeds twenty-five percent of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, (iii) regardless of the extent of damage to the Property, Landlord makes a good faith determination that restoring the Property, as applicable, would be uneconomical, or (iv) Landlord is required to pay a portion of the insurance proceeds arising out of the Casualty to Landlord's mortgagee, then Landlord may, at Landlord's sole option, terminate this Agreement by giving written notice of its election to terminate within sixty days after the Damage Notice has been delivered to Tenant and Landlord will make commercially reasonable efforts to secure suitable replacement parking for Tenant at comparable costs.

(b) If the Property is damaged by a Casualty, the Lease Fee shall be abated based on the number of Parking Spaces rendered unusable from the date of damage until the completion of Landlord's repairs.

10. **Eminent Domain.** If any part of the Property, as applicable, shall be taken or condemned for public use, this Agreement shall, as to the part taken, terminate as of the date the condemnor acquires possession. Further, if, as a result of such condemnation, more than one-third of the Parking Spaces then being used under this Agreement have been taken, or any material part of the Property has been taken, Tenant or Landlord may, at its respective sole option, terminate this Agreement as to the portion of the Property that is the subject of such condemnation, as applicable.

11. **Indemnification.** Except to the extent caused by Landlord's gross negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from all damage to any property or injury to or death of any person arising from the use of the Premises by Tenant or its agents, representatives or employees. The foregoing indemnity obligation of Tenant shall include reasonable attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by Landlord from the first notice that any claim or demand is to be made or may be made. The provisions of this Section 11 shall survive the expiration or sooner termination of this Agreement with respect to any damage, injury or death occurring prior to such expiration or sooner termination.

12. **Insurance.**

(a) Tenant shall procure and keep in effect a commercial general liability insurance policy for the Premises (the "**CGL Policy**"), with an insurance company reasonably acceptable to Landlord, which shall include bodily injury or death, damage to property of others, personal injury and advertising injury, with minimum limits of liability of: (i) not less than Two Million Dollars per each occurrence and Two Million Dollars in the aggregate, including a "Per Location Aggregate" endorsement, (ii) Five Hundred Thousand Dollars for Fire Damage Legal Liability, and (iii) Five Thousand Dollars for Medical Expense Limits. The CGL Policy shall (A) name Landlord, Landlord's property manager, Landlord's facilities manager and its mortgagee(s) as additional insureds, (B) specifically include the liability assumed hereunder by Tenant, (C) provide that it is primary insurance and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Landlord, Landlord's property manager or Landlord's facilities manager, and (D) provide that Landlord shall receive thirty days' notice (ten days for non-payment of the premium) from the insurer prior to any cancellation or change of coverage.

(b) Tenant shall procure and keep in effect a commercial umbrella insurance policy (the "**Umbrella Policy**"), with minimum limits of not less than Two Million Dollars each occurrence and in the aggregate, and shall be on a follow form basis with the CGL Policy with an insurance company reasonably acceptable to Landlord. The Umbrella Policy shall (i) name Landlord, Landlord's property manager, Landlord's facilities manager and Landlord's mortgagee(s) as additional insureds, (ii) specifically include the liability assumed hereunder by Tenant, (iii) provide that it is primary insurance and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Landlord, Landlord's property manager or Landlord's facilities manager, and (iv) provide that Landlord shall receive thirty days' notice (ten days for non-payment of the premium) from the insurer prior to any cancellation or change of coverage.

(c) Tenant shall deliver policies of the insurance required pursuant to this Section 12 or certificates thereof to Landlord within ten business days of the date of this Agreement, and thereafter at least thirty days before the expiration dates of expiring policies, or anytime as reasonably requested by Landlord.

13. **Default.**

(a) The occurrence of any one or more of the following events (each such occurrence shall be deemed an "**Event of Default**") shall constitute a material breach of this Agreement by Tenant: (i) if Tenant shall fail to pay any sums when and as the same become due and payable and such failure continues for more than five days after the date the same is due and payable; (ii) if Tenant shall fail to perform or observe any other term hereof or of the Rules and Regulations of Landlord to be performed or observed by Tenant, such failure shall continue for more than ten days after written notice thereof from Landlord, and Tenant shall not within such ten day period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default; (iii) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent



or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future law, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties; (iv) if, within sixty days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law, such proceeding shall not have been dismissed, or if, within sixty days after the appointment without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of its properties, such appointment shall not have been vacated; or (v) if this Agreement or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten days.

(b) If, as a matter of law, Landlord has no right on the bankruptcy of Tenant to terminate this Agreement, then, if Tenant, as debtor, or its trustee wishes to assume or assign this Agreement, in addition to curing or adequately assuring the cure of all defaults existing under this Agreement on Tenant's part on the date of filing of the proceeding (such assurances being defined below), Tenant, as debtor, or the trustee or assignee must also furnish adequate assurances of future performance under this Agreement (as defined below). Adequate assurance of curing defaults means the posting with Landlord of a sum in cash sufficient to defray the cost of such a cure. Adequate assurance of future performance under this Agreement means posting a deposit equal to three months' of the Lease Fee, including all other charges payable by Tenant hereunder, and, in the case of an assignee, assuring Landlord that the assignee is financially capable of assuming this Agreement, and that its use of the Premises will not be detrimental to the other tenants or licensees in the Property or Landlord. In a reorganization under Chapter 11 of the Bankruptcy Code, the debtor or trustee must assume this Agreement or assign it within sixty days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Agreement.

14. **Remedies.** If an Event of Default shall exist, then Landlord shall have the following remedies:

(a) Landlord, at Landlord's option, may at any time after the occurrence of an Event of Default, give to Tenant seven days' notice of termination of this Agreement, and in the event such notice is given, this Agreement shall come to an end and expire (whether or not the Term shall have commenced) upon the expiration of such seven days, but Tenant shall remain liable for damages as provided herein.

(b) Either with or without terminating this Agreement, Landlord may immediately or at any time after the occurrence of an Event of Default, or after the date upon which this Agreement shall expire, reenter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and remove any and all of Tenant's property and effects from the Premises.

(c) Either with or without terminating this Agreement, Landlord may license or lease the whole or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or licensee or licensees or tenants, for such term or terms ending before, on or after the expiration of this Agreement, at such amount or amounts and upon such other conditions, which may include concessions and free license fee or rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting or relicensing, Landlord shall not be liable for the failure to collect any fees or amounts due upon any such reletting or relicensing, and no such failure shall operate to relieve Tenant of any liability under this Agreement or otherwise to affect any such liability.

(d) Landlord shall have the right to recover the fees and all other amounts payable by Tenant hereunder as they become due (unless and until Landlord has terminated this Agreement) and all other damages incurred by Landlord as a result of an Event of Default.

(e) The remedies provided for in this Agreement are in addition to any other remedies available to Landlord at law or in equity by statute or otherwise.

15. **Landlord's Liability.** The liability of Landlord (and its members or managers) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Agreement or any matter relating to or arising out of the occupancy or use of the Premises shall be limited to Tenant's actual, but not consequential, special or punitive damages, and shall be recoverable only from the interest of Landlord in the Property, including any sale, insurance and condemnation proceeds from the Property, and Landlord's managers or members shall not be personally liable for any deficiency.

16. **Assignment and Subletting.** Tenant shall not assign this Agreement or sublicense any portion of the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Tenant by operation of law without the consent of Landlord. Sales aggregating fifty percent or more of the capital or voting stock of Tenant (if Tenant is a nonpublic corporation) or transfers aggregating fifty percent or more of Tenant's partnership interest (if Tenant is a partnership) or transfers aggregating fifty percent or more of the other ownership interests of Tenant (if Tenant shall be a limited liability company or other legal entity) shall be deemed to be an assignment of this Agreement. Regardless of whether or not Landlord's consent is required, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the Lease Fee and to perform all other obligations to be performed by Tenant hereunder. The acceptance of the Lease Fee by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignments or subletting. In the event of default of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignment or subletting of this Agreement or amendments or modifications to this Agreement with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Agreement.

17. **Landlord Transfer.** Landlord may transfer any portion of the Property and any of its rights under this Agreement without the consent of Tenant. If Landlord assigns its rights under this Agreement, then Landlord shall thereby be released from any further obligations hereunder arising after the date of transfer, provided that the assignee assumes Landlord's obligations hereunder in writing.

18. **Subordination of Agreement.** This Agreement shall be subordinate to any mortgage, debt instrument, ground lease or master lease that may hereafter encumber or cover any portion of the Property. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within ten days of Landlord's request, such documentation, in recordable form if required, as a mortgagee or superior interest holder may reasonably request to evidence the subordination provisions of this Agreement in accordance with the terms of this Section. Tenant shall attorn to any party succeeding to Landlord's interest in the Property, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

19. **Estoppel Certificates.** From time to time, Tenant shall furnish to any party designated by Landlord, within ten days of Landlord's request, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Agreement as Landlord may request, including the following facts: (a) this Agreement is in full force and effect, (b) the terms and provisions of this Agreement have not been changed, (c) not more than one monthly installment of the Lease Fee and other charges have been paid in advance, (d) there are no claims against Landlord nor any defenses or rights of offset against collection of the Lease Fee or other charges, (e) Landlord is not in default under this Agreement, and (f) any additional information as may be reasonably requested by Landlord.

20. **Notices.** Any notice given by Landlord or Tenant under this Agreement shall be in writing and shall be deemed to have been duly given when (a) personally delivered; or (b) three days after being deposited in the United States mail, certified or registered, return receipt requested, postage prepaid; or (c) one business day after being deposited with a nationally recognized overnight courier service, sent for and guaranteeing next business day delivery and in all instances to the addresses set forth below, or to such other address as a party hereunder may from time to time designate in a notice to the other party:

Tenant's Address for Notices:

Phoenicia Restaurant  
588 S Old Woodward Ave  
Birmingham, Michigan 48009  
Attention: [Samy Eid]

Landlord's Address for Notices:

The 555 Building Condominium Association  
555 S. Old Woodward Ave., Suite 705  
Birmingham, Michigan 48009  
Attn: John J. Reinhart

with required copies to:

Jaffe Raitt Heuer & Weiss, P.C.  
27777 Franklin Road, Suite 2500  
Southfield, Michigan 48226  
Attn: Richard A. Zussman, Esq.

21. **Force Majeure**. Other than for Tenant's obligations under this Agreement that can be performed by the payment of money (e.g., payment of the Lease Fee and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the reasonable control of such party.

22. **Brokerage**. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Agreement. Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all costs, expenses, reasonable attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under the indemnifying party in connection with this Agreement.

23. **Severability**. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

24. **Amendments**. This Agreement may not be amended, except by an instrument in writing signed by Landlord and Tenant. The terms and conditions contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Agreement is for the sole benefit of Landlord and Tenant, and, other than Landlord's current or future mortgagee, if any, no third party shall be deemed a third party beneficiary hereof.

25. **Entire Agreement**. This Agreement constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Agreement, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Agreement or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Agreement or any exhibits or amendments hereto. The captions and headings used throughout this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

26. **Waiver.** One or more waivers of any covenant or condition by a party shall not be construed as a waiver of a further breach of the same covenant or condition. No provision of this Agreement shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof.

27. **No Representations or Warranties.** Landlord makes no representations or warranties of any kind with respect to the Property or the Premises. The Premises are hereby provided to Tenant in their “as-is” “where is” “with all faults” condition.

28. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

29. **Miscellaneous.** This Agreement will not be recorded by Tenant. Nothing contained in this Agreement is intended to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever. This Agreement is for the exclusive benefit of Tenant and Landlord, and nothing in this Agreement, express or implied, confers upon any person, other than Tenant and Landlord, any rights or remedies under or by reason of this Agreement.

30. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

[Signature Page Follows]

**[SIGNATURE PAGE TO PARKING LEASE AGREEMENT BETWEEN  
THE 555 BUILDING CONDOMINIUM ASSOCIATION AND BIRMINGHAM TOWER  
PARTNERS, LLC]**

The undersigned have executed this Parking Lease Agreement as of the date first above written.

**LANDLORD:**

**The 555 Building Condominium Association,**  
a Michigan nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:**

**Phoenicia Restaurant**  
a Michigan limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## **Exhibit A**

### **Legal Description of the Property**

The land referred to in this policy, situated in the County of Oakland, City of Birmingham, State of Michigan, is described as follows:

Unit 1, THE 555 BUILDING CONDOMINIUM, according to the Master Deed recorded in Liber 39634, page 142, as amended, First Amendment to Master Deed recorded in Liber 43014, page 149 and Second Amendment to Master Deed recorded in Liber 47877, page 153, and designated as Oakland County Condominium Subdivision Plan No. 1955, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

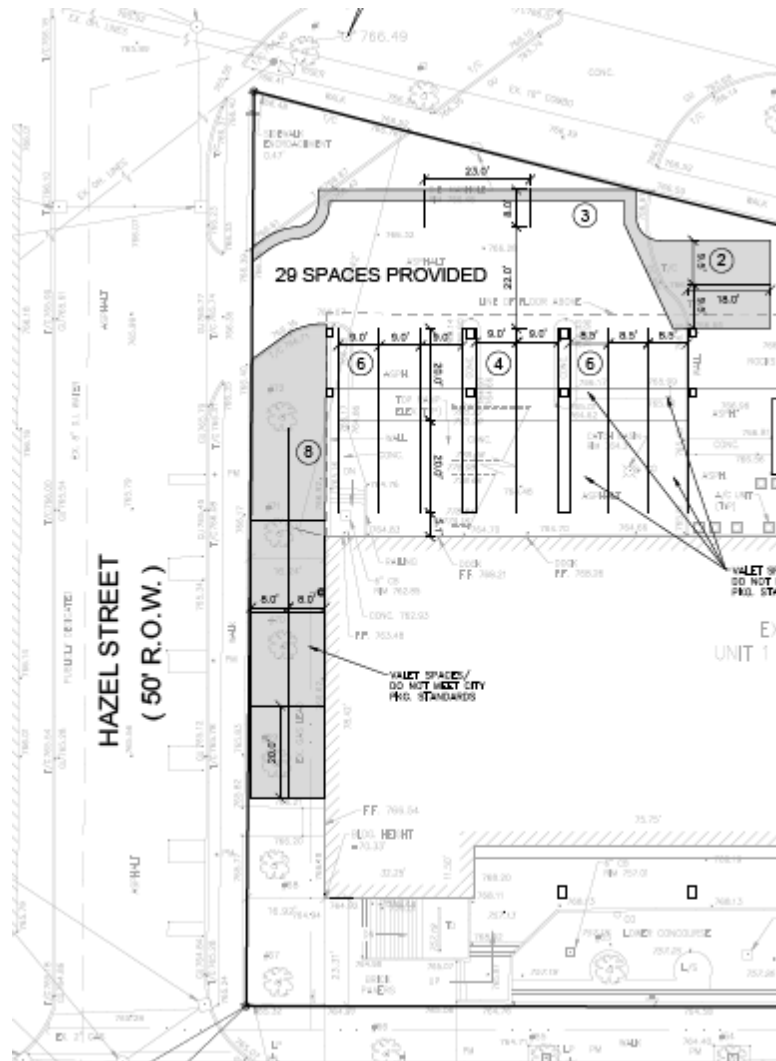
#### **EASEMENT PARCEL:**

Together with non-exclusive easements as created, limited and defined in that certain Declaration of Restrictions and Easements recorded in Liber 48031, page 425, Oakland County Records.

## Exhibit B

### Depiction of the Premises

[The below is only a general depiction of the Premises area, which is the area in the north and east of the Landlord's building. The parties will attach a more precise depiction of the Premises after all municipal approvals are obtained.]







**Phoenicia Expansion - Parking Calculations:**

<b>Parking Required:</b>	
Existing Restaurant	35.57
2,668 SF / 75 = 35.57	
Proposed Addition	18.41
1,381 SF / 75 = 18.41	

**Total Parking Required: 54**

<b>Parking Provided:</b>	
Surface	37
Shared/Excess Parking Agreement	17
<b>Total Parking Provided:</b>	<b>54</b>

**SAROKI**  
ARCHITECTURE  
430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009  
P. 248.258.5707  
F. 248.258.5515  
SarokiArchitecture.com

**Project:**  
Phoenicia Expansion  
588 South Old Woodward  
Birmingham, Michigan 48009

**Date:** 3-29-22 **Issued For:** Site Plan Approval

**Sheet No.:**  
**A100**  
SITE PLAN



## Quick Reference Guide

# Precedent™ - High Efficiency Cooling, Gas/Electric 3 to 10 Tons Packaged Roof- top Units



### Model Number: Used With:

THC	High Efficiency Cooling Only (Electric Heat Optional)
YHC	High Efficiency Gas Heat Unit

March 2020

RT-PRC074E-EN

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**Table 1. List of factory installed options<sup>(a)</sup>**

0-50% Motorized outside air damper	LonTalk® Communication Interface (LCI)
Air-Fi® Wireless Communication Interface	Manual outside air damper
BACnet® Communication Interface (BCI-R)	MERV 8 filters
Barometric relief	MERV 13 filters
Belt drive motor	Multiple zone VAV (variable air volume)
Clogged filter switch	Multi-speed indoor fan system
CompleteCoat™ (microchannel condenser coil)	NOVAR 2024 controls
Condensate overflow switch	NOVAR 3051 controls without zone sensor
Dehumidification	NOVAR 3051 zone sensor
Demand control ventilation wiring	NOVAR return air sensor
Discharge air temperature sensing kit	Powered convenience outlet
Economizer - comparative enthalpy	ReliaTel™ controls
Economizer - dry bulb	Stainless steel drain pan
Economizer - low leak, dry bulb	Stainless steel heat exchanger
Economizer - reference enthalpy	Supply, return, and plenum air smoke detectors
Fan failure switch	Through-the-base electric provision
Fault detection & diagnostics (FDD): Meets CA Title 24 requirements	Through-the-base gas provision
Frostat™	Unit mounted circuit breaker
Hail guard	Unit mounted non-fused disconnect
Hinged access panels	Unpowered convenience outlet
Human interface - 5 inch color touchscreen	

(a) Verify option availability in product catalog.

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## RTU- 1

**Table 2. High efficiency, 3 to 10 ton packaged rooftop performance data (cooling or gas)**

Nominal Size (Tons)	3	4	5	6	6 Dual Compressors	7.5 Dual Compressors	8.5	10
<b>Cooling Performance</b>								
Supply Air (cfm) <sup>(a)</sup>	1,200	1,600	2,000	2,400	2,400	3,000	3,400	4,000
Tot / Sens Cap (MBh) <sup>(b),(c)</sup>	37.6/27.9	49.9/37.0	61.0/45.4	72/53	73.6/58.7	92/63.3	104/82	116/87
SEER/EER	15.0	15.0	15.0	12.6	13.1	12.6	12.5	12.4
IEER <sup>(d)</sup>	N/A	N/A	N/A	14.5	15.5	14.5	14.7	14.7
<b>Gas Heating Performance<sup>(d)</sup></b>								
Low Heat (Input/output) - (MBh)	60.0/48.0	60.0/49.0	60.0/49.0	80/64	150.0/121.5	120/96	120/96	150/120
Medium Heat (Input/output) - (MBh)	80.0/64.0	80.0/64.0	80.0/64.0	120/96	120.0/97.2	150/120	150/120	200/160
High Heat (Input/output) - (MBh)	120.0/96.0	120.0/97.2	130.0/104.0	150/120	80.0/64.8	200/160	200/160	250/200
<b>Other Information</b>								
Net Weight (Lbs) - Gas Heat	532	711	755	822	1016	1026	1035	1259
Net Weight (Lbs) - Electric Heat	480	642	679	740	918	928	937	1132
Roof Curb	BAYCURB042*		BAYCURB043*				BAYCURB044*	
Unit Cabinet Size	B		C				D	
Filters <sup>(f)</sup> - Type Furnished	Throwaway		Throwaway				Throwaway	
Number Size Recommended	(2) 20x30x2		(4) 16x25x2				(4) 20x25x2	

(a) Nominal cfm

(b) Cooling performance is rated at 80/67/95

(c) All units listed utilize 3-phase voltage

(d) SZVAV and multi-speed indoor fan system IEER 6T Dual - 16.0, 7.5T - 15.0, 8.5T - 15.5, 10T - 15.2. Two-stage gas heat standard on 6 ton dual compressor and above.

(e) BAYCURB044E available for 10 ton high efficiency only

(f) Optional 2" MERV 8 and MERV 13 filters also available

**Table 3. Unit MCA & MOP electrical data (standard indoor fan motor) (cooling or gas<sup>(a)</sup>)**

T/YHC	Volts	MCA	MOP
036	208-230/1	28.3	45
036	208-230/3	21.0	30
036	460/3	12.0	15
036	575/3	10.0	15
048	208-230/1	37.3	50
048	208-230/3	26.0	35
048	460/3	13.0	15
048	575/3	11.0	15
060	208-230/1	41.4	60
060	208-230/3	30.0	45
060	460/3	14.0	20
060	575/3	11.0	15
072	208-230/3	31.0	45
072	460/3	15.0	20
072	575/3	13.0	15
074	208-230/3	37.0	50
074	460/3	18.0	20
092	208-230/3	42.0	50
092	460/3	20.0	25
092	575/3	21.0	25
102	208-230/3	41.0	50
102	460/3	21.0	25
102	575/3	22.0	25
120	208-230/3	48.0	60
120	460/3	22.0	25
120	575/3	22.0	25

(a) For MCA/MOP of units with electric heat, refer to product catalog.

**Table 4. Unit indoor fan data (cooling or gas)**

T/YHC	Volts	Standard - HP - RPM	Oversize - HP - RPM
036	208-230/1 <sup>(a)</sup>	3/4 - MULT	—
036	208-230/3	1 - FIXED	—
036	460/1 <sup>(a)</sup>	3/4 - MULT	—
036	460/3	1 - FIXED	—
036	575/1 <sup>(a)(b)</sup>	3/4 - MULT	—
036	575/3	1 - FIXED	—
048	208-230/1 <sup>(a)</sup>	3/4 - MULT	—
048	208-230/3	1 - FIXED	—
048	460/1 <sup>(a)</sup>	3/4 - MULT	—
048	460/3	1 - FIXED	—
048	575/1 <sup>(a)(b)</sup>	3/4 - MULT	—
048	575/3	1 - FIXED	—
060	208-230/1 <sup>(a)</sup>	3/4 - MULT	—
060	208-230/3	1 - FIXED	—
060	460/1 <sup>(a)</sup>	3/4 - MULT	—
060	460/3	1 - FIXED	—
060	575/1 <sup>(a)(b)</sup>	3/4 - MULT	—
060	575/3	1 - FIXED	—
072	208-230/3	1 - 1725	2.0 - 1725
072	460/3	1 - 1725	2.0 - 1725
072	575/3	1.5 - 1725	2.0 - 1725
074	208/- 230/3	2.75 - MULT	—
074	460	2.75 - MULT	—
092	208-230/3 <sup>(a)</sup>	2.75 - MULT	—
092	460/3 <sup>(a)</sup>	2.75 - MULT	—
092	575/3 <sup>(a)(c)</sup>	2.75 - MULT	—
102	208-230/3 <sup>(a)</sup>	2.75 - MULT	—

**Table 4. Unit indoor fan data (cooling or gas) (continued)**

T/YHC	Volts	Standard - HP - RPM	Oversize - HP - RPM
102	460/3 <sup>(a)</sup>	2.75 - MULT	—
102	575/3 <sup>(a)(c)</sup>	2.75 - MULT	—
120	208-230/3 <sup>(a)</sup>	2.75 - MULT	—
120	460/3 <sup>(a)</sup>	2.75 - MULT	—
120	575/3 <sup>(a)(c)</sup>	2.75 - MULT	—

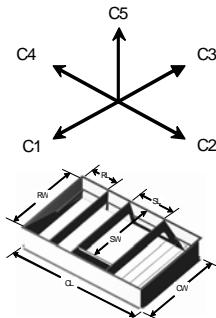
(a) Direct drive motor

(b) Powered through 575/230V transformer

(c) Powered through 575/480V transformer

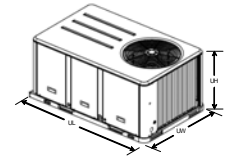
**RTU- 1****Table 5. Unit dimensional data**

	B	C	D	E
Unit Length UL	69 7/8	88 5/8	88 5/8	99 11/16
Unit Width UW	44 1/4	53 1/4	53 1/4	63 3/16
Unit Height UH	36 1/4	40 7/8	46 7/8	50 7/8
Clearance C1	48	48	48	48
Clearance C2	36	36	36	36
Clearance C3	36	36	36	36
Clearance C4	36	36	36	36
Clearance C5	72	72	72	72
Curb Length CL	65 13/16	84 1/2	84 1/2	84 1/2
Curb Width CW	41 7/16	50 3/8	50 3/8	60 3/8
Supply Length SL <sup>(a)</sup>	16 3/4	18 1/2	18 1/2	18 1/2
Supply Width SW <sup>(a)</sup>	17 7/8	34 3/8	34 3/8	34 3/8
Return Length RL <sup>(a)</sup>	14 9/16	18 1/4	18 1/4	18 1/4

**Table 5. Unit dimensional data (continued)**

	B	C	D	E
Return Width RW <sup>(a)</sup>	25 3/16	34 3/8	34 3/8	34 3/8

(a) Dimensions are for curb openings and not duct inserts. Reference the product catalog for duct insert dimensions.



Trane - by Trane Technologies (NYSE: TT), a global climate innovator - creates comfortable, energy efficient indoor environments for commercial and residential applications. For more information, please visit [trane.com](http://trane.com) or [tranetechnologies.com](http://tranetechnologies.com).

Trane has a policy of continuous product and product data improvement and reserves the right to change design and specifications without notice. We are committed to using environmentally conscious print practices.



Application

This LED wall mounted luminaire has directed light distribution and is designed for the general illumination of pathways, walkways, and plazas.

Materials

Luminaire housing constructed of die-cast marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy  
White 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

**NRTL** listed to North American Standards, suitable for wet locations  
Protection class IP 65  
Weight: 7.5 lbs

Electrical

Operating voltage	120-277V AC
Minimum start temperature	-40° C
LED module wattage	29.8 W
System wattage	34 W
Controllability	0-10V dimmable
Color rendering index	Ra > 80
Luminaire lumens	3558 lumens (3000K)
Lifetime at Ta = 15° C	>500,000 h (L70)
Lifetime at Ta = 40° C	162,000 h (L70)

LED color temperature

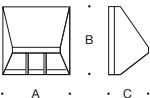
4000K - Product number + **K4**  
3500K - Product number + **K35**  
3000K - Product number + **K3**  
2700K - Product number + **K27**

**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)	White (WHT)	RAL:
	Bronze (BRZ)	Silver (SLV)	CUS:



LED wall luminaire · directed light				
	LED	A	B	C
22 260	29.8 W	11	11	5 7/8

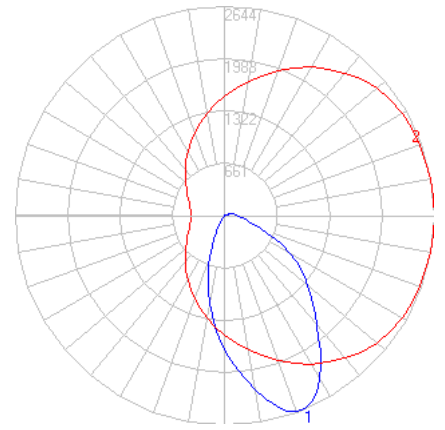
Type:  
BEGA Product:  
Project:  
Modified:



# BEGA

Photometric Filename: 22260.IES

TEST: BE\_22260  
TEST LAB: BEGA  
DATE: 12/8/2016  
LUMINAIRE: 22 260  
LAMP: 29.8W LED



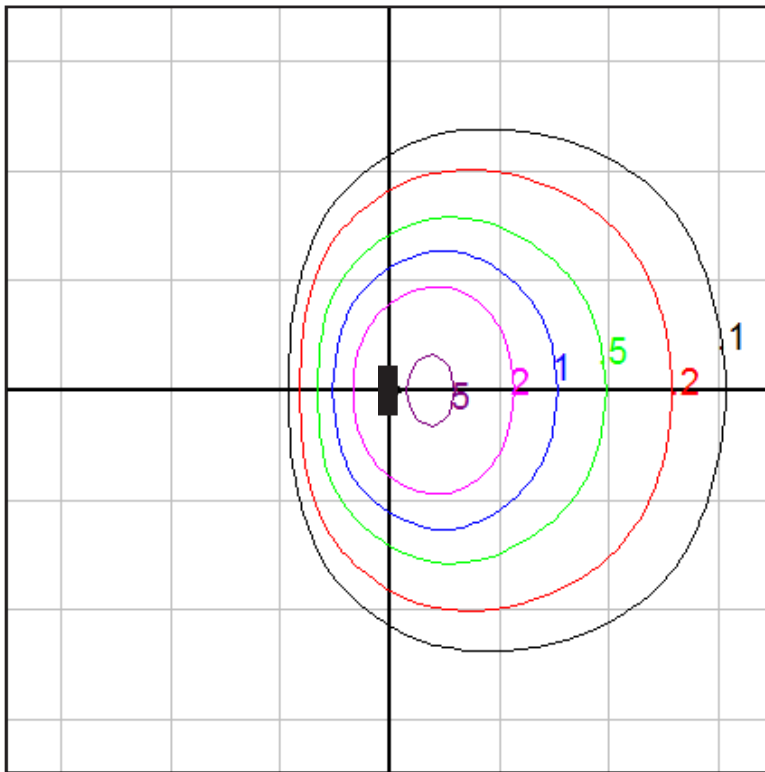
## Characteristics

IES Classification	Type II
Longitudinal Classification	Very Short
Lumens Per Lamp	N.A. (absolute)
Total Lamp Lumens	N.A. (absolute)
Luminaire Lumens	3558
Downward Total Efficiency	N.A.
Total Luminaire Efficiency	N.A.
Luminaire Efficacy Rating (LER)	105
Total Luminaire Watts	34
Ballast Factor	1.00
Upward Waste Light Ratio	0.01
Max. Cd.	2643.7 (0H, 22.5V)
Max. Cd. (<90 Vert.)	2643.7 (0H, 22.5V)
Max. Cd. (At 90 Deg. Vert.)	169.8 (4.8%Lum)
Max. Cd. (80 to <90 Deg. Vert.)	250.6 (7.0%Lum)
Cutoff Classification (deprecated)	N.A. (absolute)

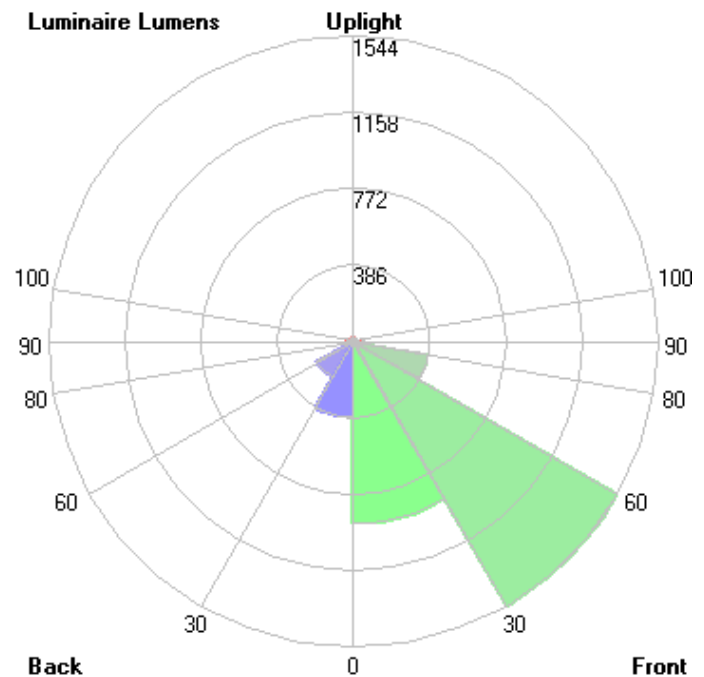
## Lum. Classification System (LCS)

LCS Zone	Lumens	%Lamp	%Lum
FL (0-30)	920.6	N.A.	25.9
FM (30-60)	1544.0	N.A.	43.4
FH (60-80)	382.0	N.A.	10.7
FVH (80-90)	59.0	N.A.	1.7
BL (0-30)	384.0	N.A.	10.8
BM (30-60)	210.7	N.A.	5.9
BH (60-80)	7.9	N.A.	0.2
BVH (80-90)	< 0.05	N.A.	0.0
UL (90-100)	31.5	N.A.	0.9
UH (100-180)	18.6	N.A.	0.5
Total	3558.3	N.A.	100.0

BUG Rating B1-U2-G1



Mounting Height = 20 ft. Grid Spacing = 15 ft.



In the interest of product improvement, BEGA reserves the right to make technical changes without notice.

BEGA 1000 Bega Way, Carpinteria, CA 93013 (805)684-0533 Fax (805)566-9474 www.bega-us.com © Copyright BEGA-US 2017

8/9/2017



# D-Series Size 0 LED Area Luminaire



Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

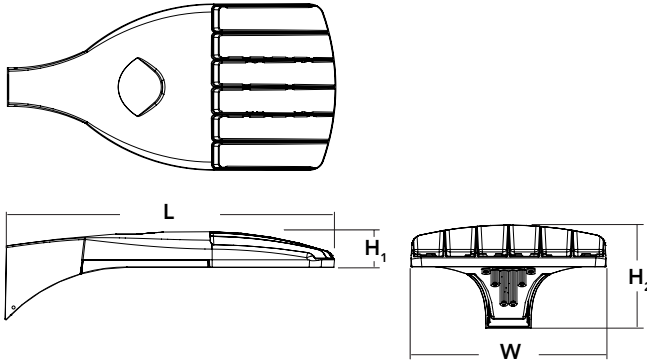
## Introduction

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 ft <sup>2</sup> (.09 m <sup>2</sup> )
Length:	26" (66.0 cm)
Width:	13" (33.0 cm)
Height <sub>1</sub> :	3" (7.62 cm)
Height <sub>2</sub> :	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	<b>Forward optics</b> P1 P5 P2 P6 P3 P7 <sup>1</sup> P4 <sup>1</sup> <b>Rotated optics</b> P10 <sup>2</sup> P12 <sup>2</sup> P11 <sup>2</sup> P13 <sup>1,2</sup>	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 <sup>3</sup>	T5S Type V short <sup>3</sup> T5M Type V medium <sup>3</sup> T5W Type V wide <sup>3</sup> BLC Backlight control <sup>4</sup> LCCO Left corner cutoff <sup>4</sup> RCCO Right corner cutoff <sup>4</sup>	<b>Shipped included</b> SPA Square pole mounting RPA Round pole mounting <sup>10</sup> WBA Wall bracket <sup>3</sup> SPUMBA Square pole universal mounting adaptor <sup>11</sup> RPUMBA Round pole universal mounting adaptor <sup>11</sup> <b>Shipped separately</b> KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) <sup>12</sup>
				MVOLT (120V-277V) <sup>5,6</sup> XVOLT (277V-480V) <sup>7,8,9</sup> 120 <sup>6</sup> 208 <sup>6</sup> 240 <sup>6</sup> 277 <sup>6</sup> 347 <sup>6</sup> 480 <sup>6</sup>	

Control options	Other options	Finish (required)
<b>Shipped installed</b> NLTAIR2 nLight AIR generation 2 enabled <sup>13,14</sup> PIRHN Network, high/low motion/ambient sensor <sup>15</sup> PER NEMA twist-lock receptacle only (control ordered separate) <sup>16</sup> PER5 Five-pin receptacle only (control ordered separate) <sup>16,17</sup> PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate) <sup>16,17</sup> DMG 0-10V dimming extend out back of housing for external control (control ordered separate) <sup>18</sup>	<b>Shipped installed</b> HS House-side shield <sup>22</sup> SF Single fuse (120, 277, 347V) <sup>6</sup> DF Double fuse (208, 240, 480V) <sup>6</sup> L90 Left rotated optics <sup>2</sup> R90 Right rotated optics <sup>2</sup> DDL Diffused drop lens <sup>22</sup> HA 50°C ambient operations <sup>1</sup> BAA Buy America(n) Act Compliant <b>Shipped separately</b> BS Bird spikes <sup>23</sup> 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
PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc <sup>19,20</sup> PIRHN High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc <sup>19,20</sup> PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc <sup>19,20</sup> PIRHN1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc <sup>19,20</sup> FAO Field adjustable output <sup>21</sup>		



COMMERCIAL OUTDOOR

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DSX0-LED  
Rev. 07/19/21  
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## Ordering Information

### Accessories

Ordered and shipped separately.

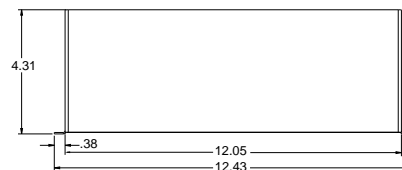
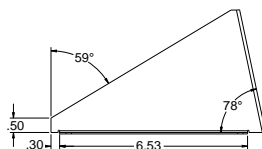
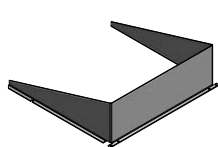
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) <sup>24</sup>
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) <sup>24</sup>
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) <sup>24</sup>
DSHORT SBK U	Shorting cap <sup>24</sup>
DSX0HS 20C U	House-side shield for P1,P2,P3 and P4 <sup>22</sup>
DSX0HS 30C U	House-side shield for P10,P11,P12 and P13 <sup>22</sup>
DSX0HS 40C U	House-side shield for P5,P6 and P7 <sup>22</sup>
DSX0DDL U	Diffused drop lens (polycarbonate) <sup>22</sup>
PUMBA DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish) <sup>25</sup>
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) <sup>12</sup>
DSX0EGS (FINISH) U	External glare shield

For more control options, visit [DTL](#) and [ROAM](#) online.  
Link to [nLight Air 2](#)

### NOTES

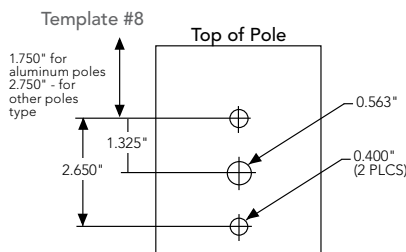
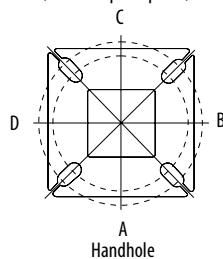
- HA not available with P4, P7, and P13.
- P10, P11, P12 and P13 and rotated options (L90 or R90) only available together.
- Any Type 5 distribution with photocell, is not available with WBA.
- Not available with HS or DDL.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).
- XVOLT only suitable for use with P4, P7 and P13.
- XVOLT operates with any voltage between 277V and 480V.
- XVOLT not available with fusing (SF or DF) and not available with PIR, PIRH, PIR1FC3V, PIRH1FC3V.
- Suitable for mounting to round poles between 3.5" and 12" diameter.
- Universal mounting brackets intended for retrofit on existing pre-drilled poles only. 1.5 G vibration load rating per ANCI C136.31. Only usable when pole's drill pattern is NOT Lithonia template #8.
- Must order fixture with SPA mounting. Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" diameter mast arm (not included).
- Must be ordered with PIRHN.
- Sensor cover available only in dark bronze, black, white and natural aluminum colors.
- Must be ordered with NLTAIR2. For more information on nLight Air 2 visit [this link](#).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Shorting Cap included.
- DMG not available with PIRHN, PER5, PER7, PIR, PIRH, PIR1FC3V or PIRH1FC3V, FAO.
- Reference Controls Options table on page 4.
- Reference Motion Sensor Default Table on page 4 to see functionality.
- Not available with other dimming controls options.
- Not available with BLC, LCCO and RCCO distribution.
- Must be ordered with fixture for factory pre-drilling.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- For retrofit use only. Only usable when pole's drill pattern is NOT Lithonia template #8

## EGS – External Glare Shield



## Drilling

### HANDHOLE ORIENTATION (from top of pole)



### Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	2-7/8"	2-7/8"	3.5"	3.5"		3.5"
RPA	#8	2-7/8"	2-7/8"	3.5"	3.5"	3"	3.5"
SPUMBA	#5	2-7/8"	3"	4"	4"		4"
RPUMBA	#5	2-7/8"	3.5"	5"	5"	3.5"	5"

### DSX0 Area Luminaire - EPA

\*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 LED	0.950	1.900	1.830	2.850	2.850	3.544

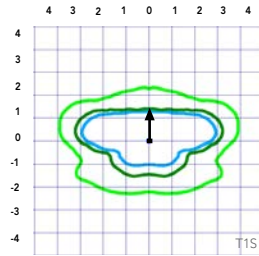
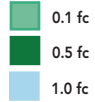


# Photometric Diagrams

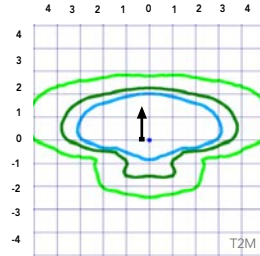
To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Area Size 0 homepage](#).

Isofootcandle plots for the DSX0 LED 40C 1000 40K. Distances are in units of mounting height (20').

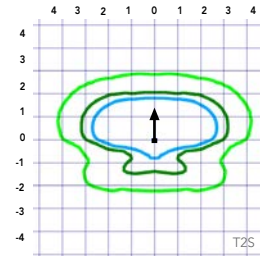
## LEGEND



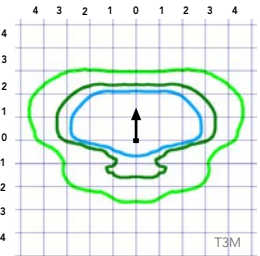
Test No.



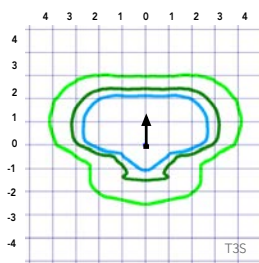
Test No.



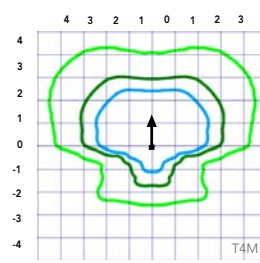
Test No. LTL23451P25 tested in accordance with IESNA LM-79-08.



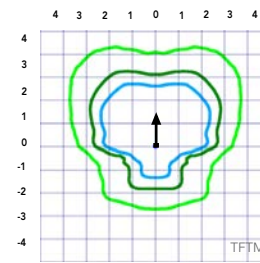
Test No. LTL23451P25 tested in accordance with IESNA LM-79-08.



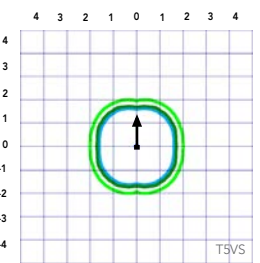
Test No. LTL23451P25 tested in accordance with IESNA LM-79-08.



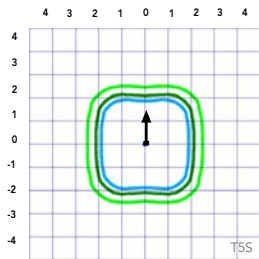
Test No.



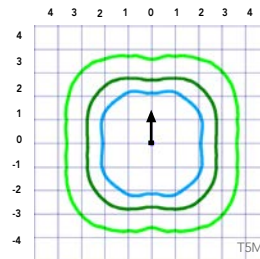
Test No.



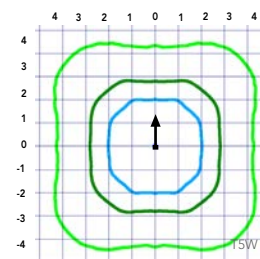
Test No.



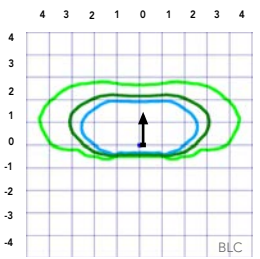
Test No.



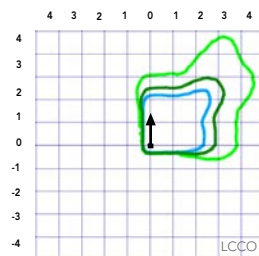
Test No.



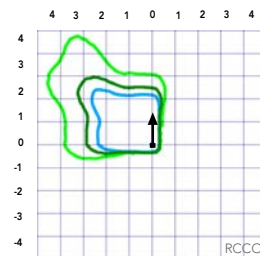
Test No. LTL23451P25 tested in accordance with IESNA LM-79-08.



Test No.



Test No.



Test No.

## Performance Data

### Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

### Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
25,000	0.96
50,000	0.92
100,000	0.85

Motion Sensor Default Settings						
Option	Dimmed State	High Level (when triggered)	Photocell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

\*for use when motion sensor is used as dusk to dawn control.

### Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire
PIR or PIRH	Motion sensors with integral photocell. PIR for 8-15' mounting; PIRH for 15-30' mounting	Luminaires dim when no occupancy is detected.	Acuity Controls SBGR	Also available with PIRH1FC3V when the sensor photocell is used for dusk-to-dawn operation.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclipse.	nLight Air rSDGR	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app.

### Electrical Load

					Current (A)					
	Performance Package	LED Count	Drive Current	Wattage	120	208	240	277	347	480
Forward Optics (Non-Rotated)	P1	20	530	38	0.32	0.18	0.15	0.15	0.10	0.08
	P2	20	700	49	0.41	0.23	0.20	0.19	0.14	0.11
	P3	20	1050	71	0.60	0.37	0.32	0.27	0.21	0.15
	P4	20	1400	92	0.77	0.45	0.39	0.35	0.28	0.20
	P5	40	700	89	0.74	0.43	0.38	0.34	0.26	0.20
	P6	40	1050	134	1.13	0.65	0.55	0.48	0.39	0.29
	P7	40	1300	166	1.38	0.80	0.69	0.60	0.50	0.37
Rotated Optics (Requires L90 or R90)	P10	30	530	53	0.45	0.26	0.23	0.21	0.16	0.12
	P11	30	700	72	0.60	0.35	0.30	0.27	0.20	0.16
	P12	30	1050	104	0.88	0.50	0.44	0.39	0.31	0.23
	P13	30	1300	128	1.08	0.62	0.54	0.48	0.37	0.27

## Performance Data

### Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

#### Forward Optics

Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	20	530	38W	T1S	4,369	1	0	1	115	4,706	1	0	1	124	4,766	1	0	1	125
				T2S	4,364	1	0	1	115	4,701	1	0	1	124	4,761	1	0	1	125
				T2M	4,387	1	0	1	115	4,726	1	0	1	124	4,785	1	0	1	126
				T3S	4,248	1	0	1	112	4,577	1	0	1	120	4,634	1	0	1	122
				T3M	4,376	1	0	1	115	4,714	1	0	1	124	4,774	1	0	1	126
				T4M	4,281	1	0	1	113	4,612	1	0	2	121	4,670	1	0	2	123
				TFTM	4,373	1	0	1	115	4,711	1	0	2	124	4,771	1	0	2	126
				TSVS	4,548	2	0	0	120	4,900	2	0	0	129	4,962	2	0	0	131
				TSS	4,552	2	0	0	120	4,904	2	0	0	129	4,966	2	0	0	131
				TSM	4,541	3	0	1	120	4,891	3	0	1	129	4,953	3	0	1	130
				TSW	4,576	3	0	2	120	4,929	3	0	2	130	4,992	3	0	2	131
				BLC	3,586	1	0	1	94	3,863	1	0	1	102	3,912	1	0	1	103
				LCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
				RCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
P2	20	700	49W	T1S	5,570	1	0	1	114	6,001	1	0	1	122	6,077	2	0	2	124
				T2S	5,564	1	0	2	114	5,994	1	0	2	122	6,070	2	0	2	124
				T2M	5,593	1	0	1	114	6,025	1	0	1	123	6,102	1	0	1	125
				T3S	5,417	1	0	2	111	5,835	1	0	2	119	5,909	2	0	2	121
				T3M	5,580	1	0	2	114	6,011	1	0	2	123	6,087	1	0	2	124
				T4M	5,458	1	0	2	111	5,880	1	0	2	120	5,955	1	0	2	122
				TFTM	5,576	1	0	2	114	6,007	1	0	2	123	6,083	1	0	2	124
				TSVS	5,799	2	0	0	118	6,247	2	0	0	127	6,327	2	0	0	129
				TSS	5,804	2	0	0	118	6,252	2	0	0	128	6,332	2	0	1	129
				TSM	5,789	3	0	1	118	6,237	3	0	1	127	6,316	3	0	1	129
				TSW	5,834	3	0	2	119	6,285	3	0	2	128	6,364	3	0	2	130
				BLC	4,572	1	0	1	93	4,925	1	0	1	101	4,987	1	0	1	102
				LCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76
				RCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76
P3	20	1050	71W	T1S	7,833	2	0	2	110	8,438	2	0	2	119	8,545	2	0	2	120
				T2S	7,825	2	0	2	110	8,429	2	0	2	119	8,536	2	0	2	120
				T2M	7,865	2	0	2	111	8,473	2	0	2	119	8,580	2	0	2	121
				T3S	7,617	2	0	2	107	8,205	2	0	2	116	8,309	2	0	2	117
				T3M	7,846	2	0	2	111	8,452	2	0	2	119	8,559	2	0	2	121
				T4M	7,675	2	0	2	108	8,269	2	0	2	116	8,373	2	0	2	118
				TFTM	7,841	2	0	2	110	8,447	2	0	2	119	8,554	2	0	2	120
				TSVS	8,155	3	0	0	115	8,785	3	0	0	124	8,896	3	0	0	125
				TSS	8,162	3	0	1	115	8,792	3	0	1	124	8,904	3	0	1	125
				TSM	8,141	3	0	2	115	8,770	3	0	2	124	8,881	3	0	2	125
				TSW	8,204	3	0	2	116	8,838	4	0	2	124	8,950	4	0	2	126
				BLC	6,429	1	0	2	91	6,926	1	0	2	98	7,013	1	0	2	99
				LCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73
				RCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73
P4	20	1400	92W	T1S	9,791	2	0	2	106	10,547	2	0	2	115	10,681	2	0	2	116
				T2S	9,780	2	0	2	106	10,536	2	0	2	115	10,669	2	0	2	116
				T2M	9,831	2	0	2	107	10,590	2	0	2	115	10,724	2	0	2	117
				T3S	9,521	2	0	2	103	10,256	2	0	2	111	10,386	2	0	2	113
				T3M	9,807	2	0	2	107	10,565	2	0	2	115	10,698	2	0	2	116
				T4M	9,594	2	0	2	104	10,335	2	0	3	112	10,466	2	0	3	114
				TFTM	9,801	2	0	2	107	10,558	2	0	2	115	10,692	2	0	2	116
				TSVS	10,193	3	0	1	111	10,981	3	0	1	119	11,120	3	0	1	121
				TSS	10,201	3	0	1	111	10,990	3	0	1	119	11,129	3	0	1	121
				TSM	10,176	4	0	2	111	10,962	4	0	2	119	11,101	4	0	2	121
				TSW	10,254	4	0	3	111	11,047	4	0	3	120	11,186	4	0	3	122
				BLC	8,036	1	0	2	87	8,656	1	0	2	94	8,766	1	0	2	95
				LCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71
				RCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71

## Performance Data

### Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

#### Forward Optics

Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P5	40	700	89W	T1S	10,831	2	0	2	122	11,668	2	0	2	131	11,816	2	0	2	133
				T2S	10,820	2	0	2	122	11,656	2	0	2	131	11,803	2	0	2	133
				T2M	10,876	2	0	2	122	11,716	2	0	2	132	11,864	2	0	2	133
				T3S	10,532	2	0	2	118	11,346	2	0	2	127	11,490	2	0	2	129
				T3M	10,849	2	0	2	122	11,687	2	0	2	131	11,835	2	0	2	133
				T4M	10,613	2	0	3	119	11,434	2	0	3	128	11,578	2	0	3	130
				TFTM	10,842	2	0	2	122	11,680	2	0	2	131	11,828	2	0	2	133
				TSVS	11,276	3	0	1	127	12,148	3	0	1	136	12,302	3	0	1	138
				TSS	11,286	3	0	1	127	12,158	3	0	1	137	12,312	3	0	1	138
				TSM	11,257	4	0	2	126	12,127	4	0	2	136	12,280	4	0	2	138
				TSW	11,344	4	0	3	127	12,221	4	0	3	137	12,375	4	0	3	139
				BLC	8,890	1	0	2	100	9,576	1	0	2	108	9,698	1	0	2	109
				LCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81
				RCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81
P6	40	1050	134W	T1S	14,805	3	0	3	110	15,949	3	0	3	119	16,151	3	0	3	121
				T2S	14,789	3	0	3	110	15,932	3	0	3	119	16,134	3	0	3	120
				T2M	14,865	3	0	3	111	16,014	3	0	3	120	16,217	3	0	3	121
				T3S	14,396	3	0	3	107	15,509	3	0	3	116	15,705	3	0	3	117
				T3M	14,829	2	0	3	111	15,975	3	0	3	119	16,177	3	0	3	121
				T4M	14,507	2	0	3	108	15,628	3	0	3	117	15,826	3	0	3	118
				TFTM	14,820	2	0	3	111	15,965	3	0	3	119	16,167	3	0	3	121
				TSVS	15,413	4	0	1	115	16,604	4	0	1	124	16,815	4	0	1	125
				TSS	15,426	3	0	1	115	16,618	4	0	1	124	16,828	4	0	1	126
				TSM	15,387	4	0	2	115	16,576	4	0	2	124	16,786	4	0	2	125
				TSW	15,506	4	0	3	116	16,704	4	0	3	125	16,915	4	0	3	126
				BLC	12,151	1	0	2	91	13,090	1	0	2	98	13,255	1	0	2	99
				LCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74
				RCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74
P7	40	1300	166W	T1S	17,023	3	0	3	103	18,338	3	0	3	110	18,570	3	0	3	112
				T2S	17,005	3	0	3	102	18,319	3	0	3	110	18,551	3	0	3	112
				T2M	17,092	3	0	3	103	18,413	3	0	3	111	18,646	3	0	3	112
				T3S	16,553	3	0	3	100	17,832	3	0	3	107	18,058	3	0	3	109
				T3M	17,051	3	0	3	103	18,369	3	0	3	111	18,601	3	0	3	112
				T4M	16,681	3	0	3	100	17,969	3	0	3	108	18,197	3	0	3	110
				TFTM	17,040	3	0	3	103	18,357	3	0	4	111	18,590	3	0	4	112
				TSVS	17,723	4	0	1	107	19,092	4	0	1	115	19,334	4	0	1	116
				TSS	17,737	4	0	2	107	19,108	4	0	2	115	19,349	4	0	2	117
				TSM	17,692	4	0	2	107	19,059	4	0	2	115	19,301	4	0	2	116
				TSW	17,829	5	0	3	107	19,207	5	0	3	116	19,450	5	0	3	117
				BLC	13,971	2	0	2	84	15,051	2	0	2	91	15,241	2	0	2	92
				LCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68
				RCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68

## Performance Data

### Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Rotated Optics																			
Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P10	30	530	53W	T1S	6,727	2	0	2	127	7,247	3	0	3	137	7,339	3	0	3	138
				T2S	6,689	3	0	3	126	7,205	3	0	3	136	7,297	3	0	3	138
				T2M	6,809	3	0	3	128	7,336	3	0	3	138	7,428	3	0	3	140
				T3S	6,585	3	0	3	124	7,094	3	0	3	134	7,183	3	0	3	136
				T3M	6,805	3	0	3	128	7,331	3	0	3	138	7,424	3	0	3	140
				T4M	6,677	3	0	3	126	7,193	3	0	3	136	7,284	3	0	3	137
				TFTM	6,850	3	0	3	129	7,379	3	0	3	139	7,472	3	0	3	141
				TSVS	6,898	3	0	0	130	7,431	3	0	0	140	7,525	3	0	0	142
				TSS	6,840	2	0	1	129	7,368	2	0	1	139	7,461	2	0	1	141
				TSM	6,838	3	0	1	129	7,366	3	0	2	139	7,460	3	0	2	141
				TSW	6,777	3	0	2	128	7,300	3	0	2	138	7,393	3	0	2	139
				BLC	5,626	2	0	2	106	6,060	2	0	2	114	6,137	2	0	2	116
				LCCO	4,018	1	0	2	76	4,328	1	0	2	82	4,383	1	0	2	83
				RCCO	4,013	3	0	3	76	4,323	3	0	3	82	4,377	3	0	3	83
P11	30	700	72W	T1S	8,594	3	0	3	119	9,258	3	0	3	129	9,376	3	0	3	130
				T2S	8,545	3	0	3	119	9,205	3	0	3	128	9,322	3	0	3	129
				T2M	8,699	3	0	3	121	9,371	3	0	3	130	9,490	3	0	3	132
				T3S	8,412	3	0	3	117	9,062	3	0	3	126	9,177	3	0	3	127
				T3M	8,694	3	0	3	121	9,366	3	0	3	130	9,484	3	0	3	132
				T4M	8,530	3	0	3	118	9,189	3	0	3	128	9,305	3	0	3	129
				TFTM	8,750	3	0	3	122	9,427	3	0	3	131	9,546	3	0	3	133
				TSVS	8,812	3	0	0	122	9,493	3	0	0	132	9,613	3	0	0	134
				TSS	8,738	3	0	1	121	9,413	3	0	1	131	9,532	3	0	1	132
				TSM	8,736	3	0	2	121	9,411	3	0	2	131	9,530	3	0	2	132
				TSW	8,657	4	0	2	120	9,326	4	0	2	130	9,444	4	0	2	131
				BLC	7,187	3	0	3	100	7,742	3	0	3	108	7,840	3	0	3	109
				LCCO	5,133	1	0	2	71	5,529	1	0	2	77	5,599	1	0	2	78
				RCCO	5,126	3	0	3	71	5,522	3	0	3	77	5,592	3	0	3	78
P12	30	1050	104W	T1S	12,149	3	0	3	117	13,088	3	0	3	126	13,253	3	0	3	127
				T2S	12,079	4	0	4	116	13,012	4	0	4	125	13,177	4	0	4	127
				T2M	12,297	3	0	3	118	13,247	3	0	3	127	13,415	3	0	3	129
				T3S	11,891	4	0	4	114	12,810	4	0	4	123	12,972	4	0	4	125
				T3M	12,290	3	0	3	118	13,239	4	0	4	127	13,407	4	0	4	129
				T4M	12,058	4	0	4	116	12,990	4	0	4	125	13,154	4	0	4	126
				TFTM	12,369	4	0	4	119	13,325	4	0	4	128	13,494	4	0	4	130
				TSVS	12,456	3	0	1	120	13,419	3	0	1	129	13,589	4	0	1	131
				TSS	12,351	3	0	1	119	13,306	3	0	1	128	13,474	3	0	1	130
				TSM	12,349	4	0	2	119	13,303	4	0	2	128	13,471	4	0	2	130
				TSW	12,238	4	0	3	118	13,183	4	0	3	127	13,350	4	0	3	128
				BLC	10,159	3	0	3	98	10,944	3	0	3	105	11,083	3	0	3	107
				LCCO	7,256	1	0	3	70	7,816	1	0	3	75	7,915	1	0	3	76
				RCCO	7,246	3	0	3	70	7,806	4	0	4	75	7,905	4	0	4	76
P13	30	1300	128W	T1S	14,438	3	0	3	113	15,554	3	0	3	122	15,751	3	0	3	123
				T2S	14,355	4	0	4	112	15,465	4	0	4	121	15,660	4	0	4	122
				T2M	14,614	3	0	3	114	15,744	4	0	4	123	15,943	4	0	4	125
				T3S	14,132	4	0	4	110	15,224	4	0	4	119	15,417	4	0	4	120
				T3M	14,606	4	0	4	114	15,735	4	0	4	123	15,934	4	0	4	124
				T4M	14,330	4	0	4	112	15,438	4	0	4	121	15,633	4	0	4	122
				TFTM	14,701	4	0	4	115	15,836	4	0	4	124	16,037	4	0	4	125
				TSVS	14,804	4	0	1	116	15,948	4	0	1	125	16,150	4	0	1	126
				TSS	14,679	3	0	1	115	15,814	3	0	1	124	16,014	3	0	1	125
				TSM	14,676	4	0	2	115	15,810	4	0	2	124	16,010	4	0	2	125
				TSW	14,544	4	0	3	114	15,668	4	0	3	122	15,866	4	0	3	124
				BLC	7,919	3	0	3	62	8,531	3	0	3	67	8,639	3	0	3	67
				LCCO	5,145	1	0	2	40	5,543	1	0	2	43	5,613	1	0	2	44
				RCCO	5,139	3	0	3	40	5,536	3	0	3	43	5,606	3	0	3	44

## FEATURES & SPECIFICATIONS

### INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

### CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (0.95 ft<sup>2</sup>) for optimized pole wind loading.

### FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

### OPTICS

Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

### ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L85/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

### STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options. DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. Integrated motion sensors with on-board photocells feature field-adjustable programming and are suitable for mounting heights up to 30 feet.

### nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

### INSTALLATION

Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 0 to withstand up to a 3.0 G vibration load rating per ANSI C136.31. The D-Series Size 0 utilizes the AERIS™ series pole drilling pattern (template #8). Optional terminal block and NEMA photocontrol receptacle are also available.

### LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C to 50°C ambient with HA option. U.S. Patent No. D672,492 S. International patent pending.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org/QPL](http://www.designlights.org/QPL) to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

### BUY AMERICAN

Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to [www.acuitybrands.com/buy-american](http://www.acuitybrands.com/buy-american) for additional information.

### WARRANTY

5-year limited warranty. Complete warranty terms located at: [www.acuitybrands.com/support/customer-support/terms-and-conditions](http://www.acuitybrands.com/support/customer-support/terms-and-conditions)

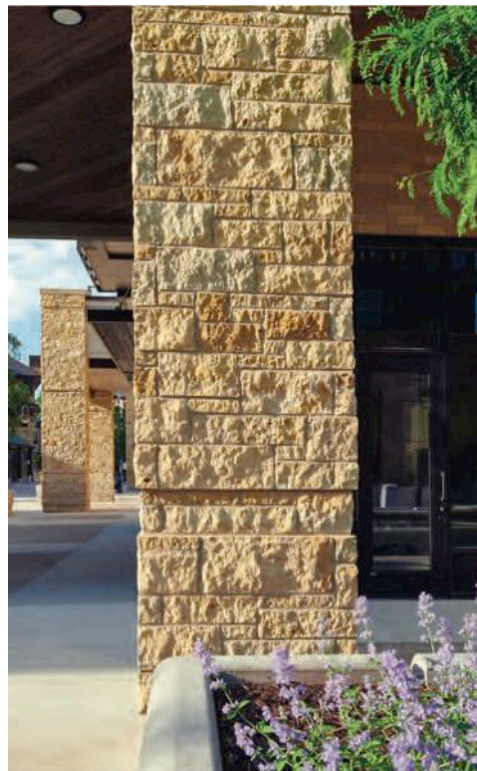
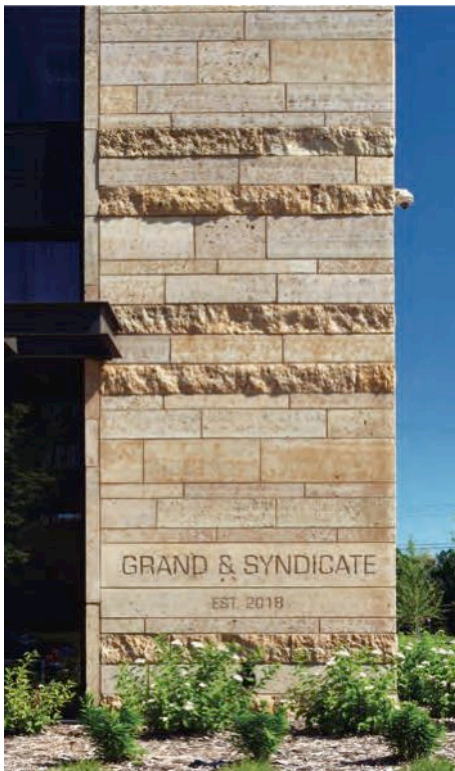
**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

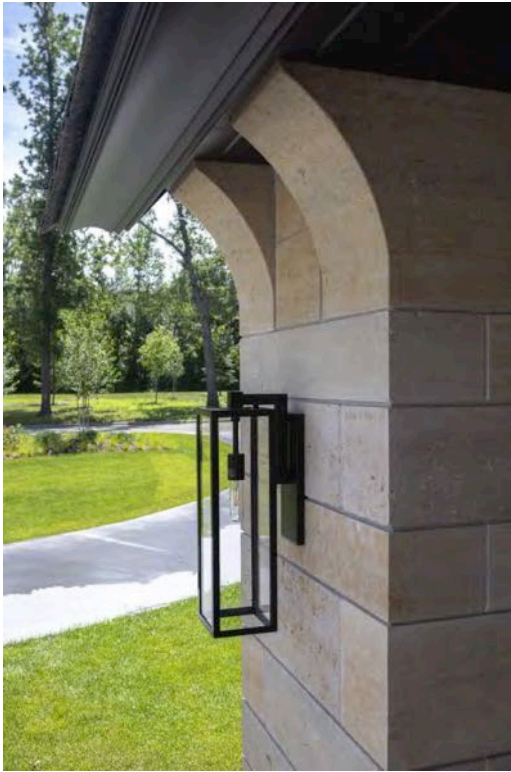




# MASONRY COLLECTION

All three of our exciting premium masonry collections are available in a traditional 3 5/8" full bed veneer or a ~1" thin stone. This versatility is suitable for any application whether it's interior or exterior, residential, commercial or institutional applications.





## COURSE HEIGHTS:

← Course Height to match existing

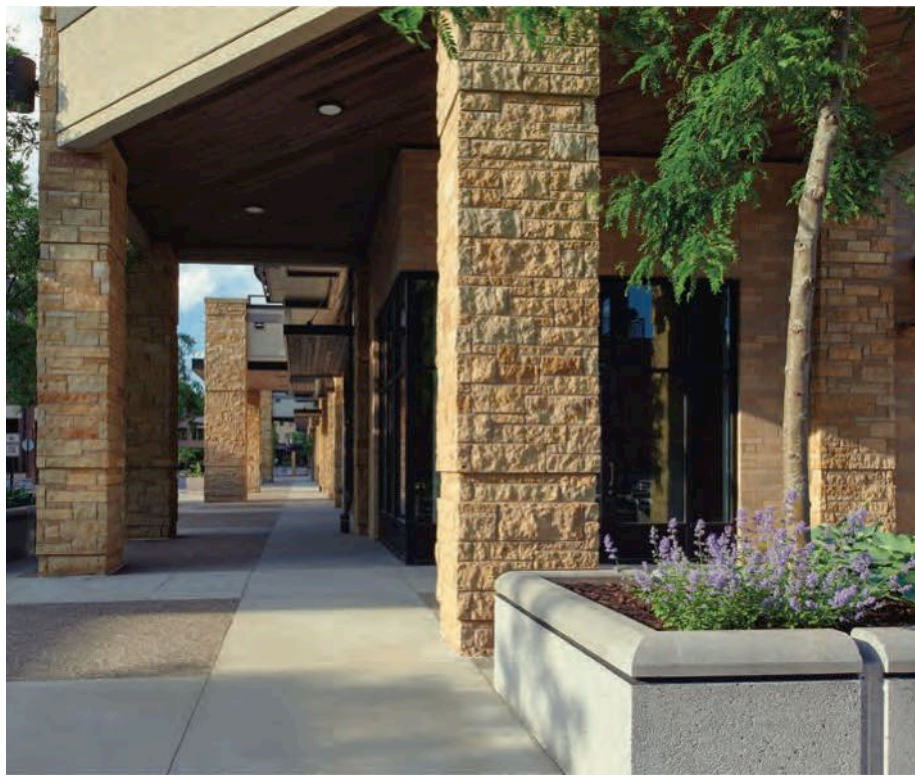
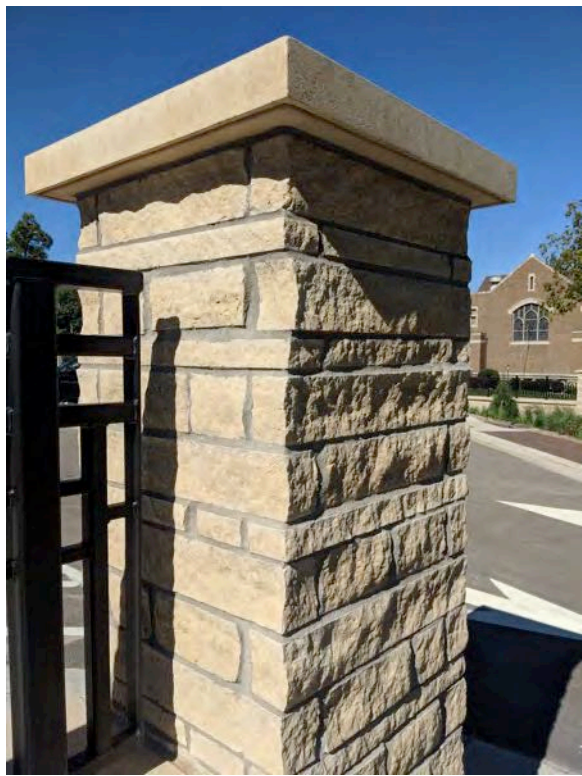
- 2 1/8", 4 7/8", 7 1/2", and 10 1/8"
- 8" to 44" random lengths
- Sawn face and all sides.

## COLORS:

- Amber Select
- Grey
- Kasota Blend







## COURSE HEIGHTS:

- 2 1/8", 4 7/8", 7 1/2", and 10 1/8"
- 8" to 44" random lengths
- Split front
- Sawn top and bottom
- Ends broken or sawn

## COLORS:

- Amber Select
- Grey
- Kasota Blend





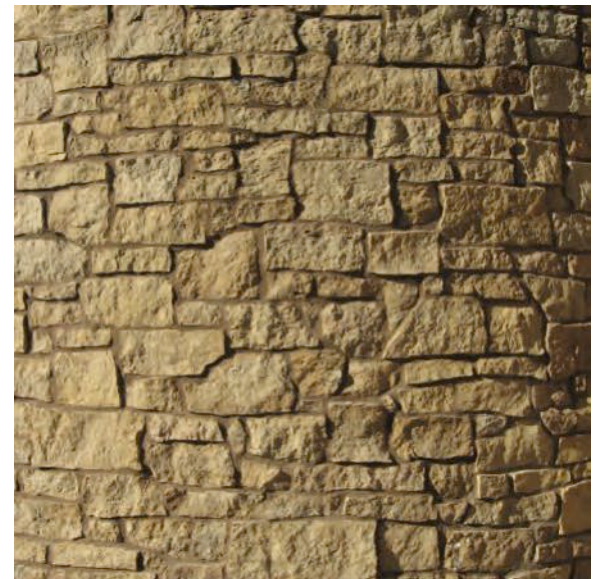


## COURSE HEIGHTS:

- 2" to 5", 5" to 8", and 8" to 12"
- 8" to 44" random lengths
- Split front, tops, bottoms & ends.

## COLORS:

- Amber Select
- Grey
- Kasota Blend



# WANT MORE?

Let's connect and get you what you need!

Whether that's product samples, more information or seeing how we fit into your next project - we are always here to help.

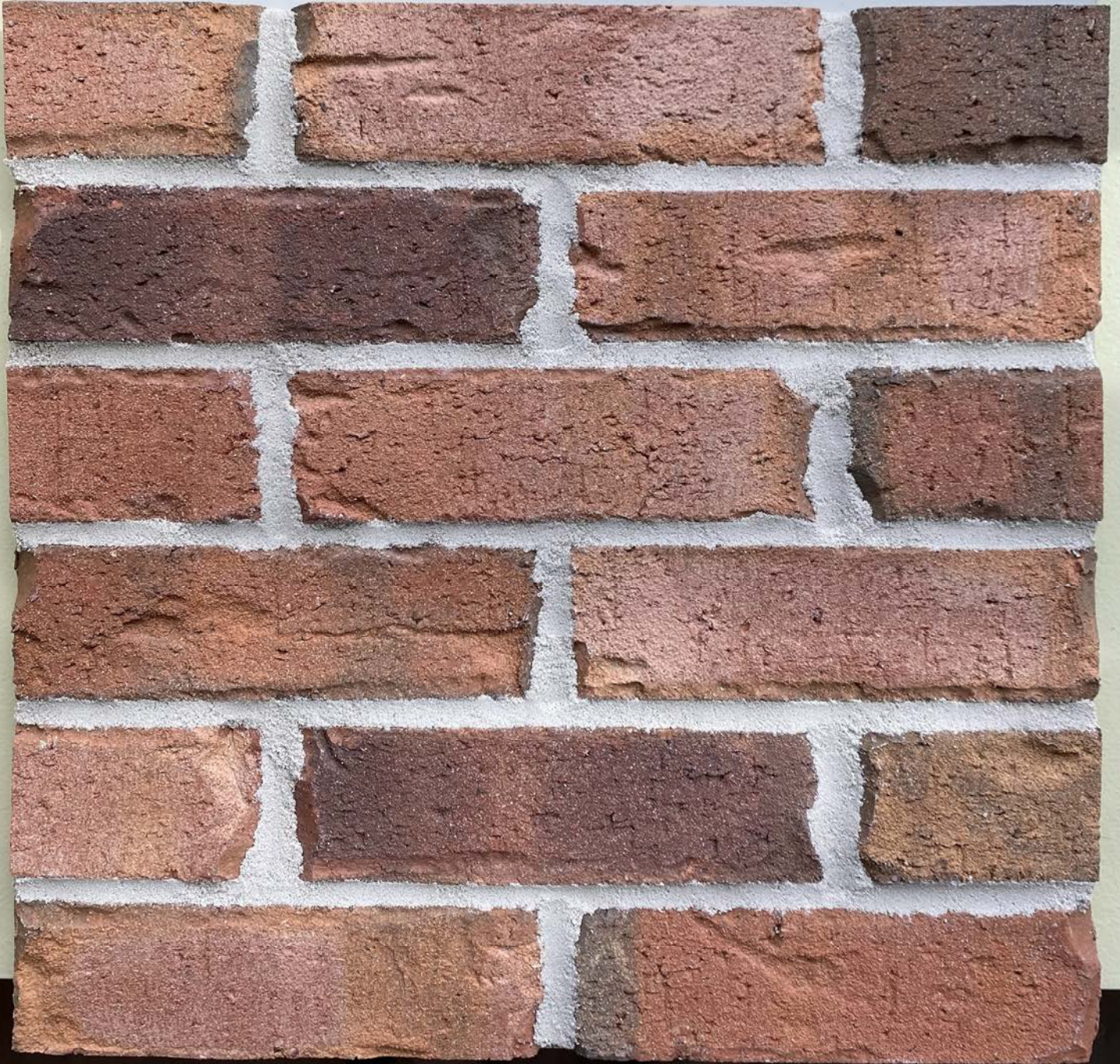
507 - 508 - 0684 | [INFO@KASOTASF.COM](mailto:INFO@KASOTASF.COM)





**BRICKTECH**  
ARCHITECTURAL

Architectural Brick  
GGBC  
Old Moss  
Grey Mortar  
(Painted to match existing)





TECHNICAL

# GLASS GUIDE

30

ENGINEERING THE FUTURE OF GLASS

**CARDINAL**   
Glass Industries

# Energy Terminology

## Center of Glass

Values that do not take into account the effects of the window frame or sash. Center of Glass values are the properties of the glass or insulating glass unit only.

## Condensation Resistance

**(CR)** measures how well a window resists the formation of condensation on the inside surface. CR is expressed as a number between 1 and 100. The rating value is based on interior surface temperatures at 30%, 50% and 70% indoor relative humidity for a given outside air temperature of 0 ° Fahrenheit under 15 mph wind conditions. The higher the number, the better a product is able to resist condensation. CR is meant to compare products and their potential for condensation formation.

## ISO-CIE Function

A method for calculating damage-weighted transmittance developed by the International Standards Organization (ISO), which uses a weighting function recommended by the International Commission on Illumination (CIE). This method assigns a specific damage weighted transmittance to each wavelength of UV and visible light according to its contribution to the fading of materials and fabrics. Its spectral range is from 300 to about 700 nm.

## Outdoor Visible Light Reflectance

In the visible spectrum, the percentage of light that is reflected from the glass surface(s) relative to the CIE Standard Observer.

## Relative-Heat Gain (RHG)

The total amount of heat gain through a glazing system at NFRC (National Fenestration Rating Council) and ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) specified summer conditions, incorporating the U-Factor and the solar heat gain coefficient (SHGC). The conditions are 230 BTU/hr/ft<sup>2</sup> (726 W/m<sup>2</sup>) outdoor temperature of 89 °F (32 °C), indoor temperature of 75 °F (24 °C) and 6.2 mph (2.8 m/s) wind (RHG = U<sub>summer</sub> x (89-75) + SHGC x (230). Expressed in terms of BTU/hr/ft<sup>2</sup>.

## R-Value

The thermal resistance of a glazing system expressed in hr•ft<sup>2</sup>•°F/BTU. R-Value is the reciprocal of U-Factor, R=1/U. The higher the R-Value, the less heat is transmitted through the glazing material. R-Values are not listed in this document.

## Sightline

The area of the IGU that is not transparent due to the presence of the spacer and sealants.

## Glass Surfaces

The industry convention is to label the outermost, outdoors-facing surface as #1 and then work sequentially toward the final indoors-facing surface.

## Solar Radiation Reflected

In the solar spectrum (300 to 2,500 nm), the percentage of solar energy that is reflected from the glass surface(s).

## Solar Radiation Transmitted

In the solar spectrum (300 to 2500 nm), the percentage of ultraviolet, visible and near infrared energy that is transmitted through the glass.

## Solar Heat Gain Coefficient (SHGC)

The fraction of incident solar radiation that enters a building as heat. It is based on the sum of the solar energy transmittance, plus the inwardly flowing fraction of absorbed solar energy on all lites of the glazing.

Dimensionless and varying between 0 and 1, the smaller the number, the better the glazing is at preventing solar gain.

## U-Factor

The heat flow rate through a given construction, expressed in BTU/hr/ft<sup>2</sup>•°F (W/m<sup>2</sup>•°C). The lower the U-Factor, the less heat is transmitted through the glazing material. Values given for summer day-time are calculated for outside air temperature at 89 °F (32 °C), outside air velocity at 6.2 mph (2.8 m/s), and inside air temperature of 75 °F (24 °C), and a solar intensity of 248 BTU/hr/ft<sup>2</sup> (783 W/m<sup>2</sup>). Winter nighttime U-Factors are calculated for outside air temperature at 0 °F (-18 °C), outside air velocity at 12.3 mph (5.5 m/s) and a solar intensity of 0 BTU/hr/ft<sup>2</sup> (0 W/m<sup>2</sup>). Unless otherwise noted, all U-factors provided use winter nighttime conditions.

## Ultraviolet Light

In a portion of the solar spectrum (300 to 380 nm), the energy that accounts for the majority of fading of materials and furnishings.

## Visible Indoor Reflectance

The percentage of visible light that is reflected from the glass surface(s) to the inside of the building. It is better to have a low visible indoor reflectance to enhance visibility when viewing objects outdoors in overcast or nighttime sky conditions.

## Visible Light Transmittance

In the visible spectrum (380 to 780 nm), the percentage of light that is transmitted through the glass relative to the CIE Standard Observer.

U.S. CUSTOMARY TO METRIC CONVERSION TABLE		
To Convert U.S. Customary Units	To Metric	Multiply By
Inches (in)	Millimeters (mm)	25.4
Feet (ft)	Meters (m)	0.305
Square inches (in <sup>2</sup> )	Square millimeters (mm <sup>2</sup> )	645
Square feet (ft <sup>2</sup> )	Square meters (m <sup>2</sup> )	0.093
Pounds (lb)	Kilograms (kg)	0.453
Pounds force (lbf)	Newtons (N)	4.45
Pounds force/in (lbf/in)	Newtons/meter (N/m)	175
Pounds force/inch <sup>2</sup> (lbf/in <sup>2</sup> )	Kilopascals (kPa)	6.89
Pounds force/foot <sup>2</sup> (lbf/ft <sup>2</sup> )	Kilopascals (kPa)	0.048
BTU/hr	Watts (W)	0.293
BTU/hr-ft <sup>2</sup> •°F	W/m <sup>2</sup> •°C	5.678
BTU/hr-ft <sup>2</sup>	W/m <sup>2</sup>	3.15

Figure 2-1

## Optical Properties of IG Units

The Optical Properties data shown below can be used to compare performance data on the insulating glass constructions listed.

The visible data given below indicate the amount of visible light transmitted and reflected by the insulating glass construction relative to the CIE Standard Observer.

Solar heat gain coefficient (SHGC) data points indicate the amount of solar gain obtained with the insulating glass construction. The lower the SHGC value,

the better the product is at reducing solar gain, resulting in greater summer comfort and reduced cooling costs.

OPTICAL PROPERTIES OF INSULATING GLASS UNITS - DOUBLE PANE								
IG Configuration Outboard Lite / Inboard Lite	Glass Thickness		Visible Light			Fading		SHGC
	inches	mm	Trans. (%)	Refl. Out (%)	Refl. In (%)	UV Trans. (300 to 380 nm)	ISO-CIE Trans. (300 to 700 nm)	
Clear / Clear	1/8	3.0	82	15	15	58%	75%	0.78
	1/4	5.7	80	15	15	48%	70%	0.72
Clear / LoE-180®	1/8	3.0	79	15	15	29%	63%	0.69
	1/4	5.7	77	14	15	24%	60%	0.64
Clear / LoE-180 ESC™	1/8	3.0	79	15	15	25%	61%	0.71
	1/4	5.7	77	14	15	21%	59%	0.62
Clear / LoE-Di89™ (#3 & #4)	1/8	3.0	79	14	14	53%	70%	0.71
	1/4	5.7	76	14	13	44%	66%	0.66
LoE²-272® / Clear	1/8	3.0	72	11	12	16%	55%	0.41
	1/4	5.7	70	10	11	14%	53%	0.40
LoE²-270® / Clear	1/8	3.0	70	12	13	14%	52%	0.37
	1/4	5.7	68	12	12	13%	50%	0.36
LoE³-366® / Clear	1/8	3.0	65	11	12	5%	43%	0.27
	1/4	5.7	63	11	12	4%	41%	0.27
Quad LoE-452+™ / Clear	1/8	3.0	52	10	15	1%	33%	0.22
	1/4	5.7	51	9	15	1%	32%	0.22
LoE³-340® / Clear	1/8	3.0	39	11	13	2%	27%	0.18
	1/4	5.7	38	11	13	2%	26%	0.18
LoE²-240® / Clear	1/8	3.0	40	14	11	16%	35%	0.25
	1/4	5.7	37	13	10	13%	32%	0.24
LoE-180® / LoE-i89® (#4)	1/8	3.0	77	15	14	27%	61%	0.62
	1/4	5.7	75	15	13	23%	58%	0.58
LoE²-272® / LoE-i89® (#4)	1/8	3.0	70	11	11	16%	53%	0.41
	1/4	5.7	68	10	11	14%	51%	0.39
LoE²-270® / LoE-i89® (#4)	1/8	3.0	68	12	13	14%	50%	0.36
	1/4	5.7	66	12	12	12%	48%	0.35
LoE³-366® / LoE-i89® (#4)	1/8	3.0	63	11	12	5%	42%	0.27
	1/4	5.7	61	11	11	4%	40%	0.26
Quad LoE-452+™ / LoE-i89® (#4)	1/8	3.0	51	10	14	1%	32%	0.21
	1/4	5.7	50	9	14	1%	31%	0.21
LoE³-340® / LoE-i89® (#4)	1/8	3.0	38	11	12	2%	26%	0.17
	1/4	5.7	37	11	12	2%	25%	0.17
LoE²-240® / LoE-i89® (#4)	1/8	3.0	39	14	10	15%	34%	0.24
	1/4	5.7	37	13	9	13%	31%	0.23

1. Calculated values using LBNL Window computer program per NFRC environmental conditions.

2. Double-pane IG construction: 1/2" (13.0 mm) airspace, 90% argon filled for LoE products, otherwise air-filled cavity. Coatings on surfaces #2, #3 and/or #4.

Figure 2-2







# MEMORANDUM

Planning Division

**DATE:** April 22<sup>nd</sup>, 2022

**TO:** Planning Board Members

**FROM:** Brooks Cowan, Senior Planner

**APPROVED:** Nicholas Dupuis, Planning Director

**SUBJECT:** 588 S. Old Woodward - Phoenicia – Special Land Use Permit Amendment, Final Site Plan & Design Review

The subject site, 588 S. Old Woodward - Phoenicia, is currently a single story restaurant with a Class C Retail – On Premises liquor license. Phoenicia has operated as a restaurant in Birmingham since 1982. Restaurants operating with a Class C license do not have a cap on the amount of indoor or outdoor seating.

The applicant has submitted a Special Land Use Amendment and Final Site Plan and Design Review application proposing a 1,381 square foot addition to the rear of the building to accommodate additional kitchen area and private dining. A new outdoor dining plan is also proposed to accommodate the new sidewalk of the S. Old Woodward Phase 3 construction, as well as some minor changes to the on-site parking lot.

## 1.0 Land Use and Zoning

1. Existing Land Use – Single story Food & Drink establishment.
2. Zoning – B2-B (General Business) and D2 (Downtown Overlay)
3. Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial	Residential
Existing Zoning District	B2-B (General - Business)	B2-B (General - Business)	B3 (Office - Residential)	R3 (Single Family Residential)
Overlay Zoning District	D2	D2	D5	N/A

## 2.0 Setback and Height Requirements

there are currently no issues with bulk, height or placement with the Special Land Use Permit, Final Site Plan/Design Review application submitted.

## 3.0 Screening and Landscaping

1. Dumpster Screening – New dumpster screening is proposed at the southwest corner of the property. The existing dumpster is a 5 yard dumpster that is 7 feet in height which is proposed to be screened by a 7 foot masonry screenwall that will match the existing building, with painted metal posts and painted vertical wood boards for the gates, satisfying requirements of Article 4, Section 4.54(B)(8).
2. Parking Lot Screening – The parking lot is proposed to be screened from S. Old Woodward with 36 inch high Taxus Moon or Hatfield landscaping spaced 18 inches on center. This is a change from the current masonry screenwall. Article 4, Section 4.54(C)(3)(d) of the Zoning Ordinance enables the Planning Board to approve the use of evergreen screening in place of a masonry wall. **The Planning Division recommends the Planning Board approve of the proposed evergreen screening.**  
The existing 6 foot masonry screenwall on the west side of the property will continue to screen the parking lot from the residential zone, satisfying parking lot screening requirements for parking lots adjacent to residential zones of Article 4, Section 4.54(B)(7).
3. Mechanical Equipment Screening – A new ground transformer is proposed in the southwest corner of the property which is screened by the building and the 6 foot rear screenwall. New rooftop mechanical units are proposed which are 10 feet from the southern edge of the roof and have a maximum height of 5.5 feet. Rooftop mechanical units will be screened by 8 feet tall painted metal panels to match the grey stone building color.
4. Landscaping – The applicant has indicated additional landscaping surrounding the building and parking area. As previously mentioned, 36 inch high Taxus Moon or Hatfields will be used to screen three rows of parking from S. Old Woodward. Each row of screening landscaping along S. Old Woodward will be accompanied With a Frontier Hybrid Elm canopy tree 3 to 3.5 inches in caliper.  
The building will retain the northern elevation's existing hydrangea vines on the wall trellises. The site plan also indicates expanded landscaping along the north elevation buffering the parking from the building with 120 vinca groundcover

that are 18 inches off center. A new greenspace is proposed in the northwest corner of the property with 6 Limelight Hydrangea, 9 magic carpet spirea, and a Green Vase Zelkova canopy tree 3 inches in caliper.

The proposed landscaping species are not on Birmingham's prohibited species list. Also, Article 4, Section 4.20(C)(1) *Exceptions* excludes properties in the Downtown Overlay District from having to meet the parking lot landscaping requirements of Section 4.20(E) and 4.20(F), therefore the applicant is not required to provide 5% total parking lot landscaping.

5. Streetscape – The applicant is not proposing changes to the streetscape at this time. The S. Old Woodward Phase 3 project provides a number of amenities in front of the subject space including 2 street lights, 5 planter boxes and 7 new trees. 3 new bike racks will be installed in the right-of-way at the northeast corner of the property.

#### 4.0 Parking, Loading and Circulation

1. Parking – The applicant is proposing an additional 1,381 square feet for a total of 4,049 square feet. Food and drink uses in the B2-B zone require 1 parking space for every 75 square foot, **therefore the subject site requires 54 parking spaces.**

Phoenicia is proposing 34 parking spaces on-site, therefore requiring an additional 20 parking spaces. Article 4.45(G)(3) *Methods of Providing Parking Facilities* enables the parking requirement to be met "by the collective provisions of the required off-street parking for 2 or more buildings or uses, provided that the total of such off-street parking areas shall not be less than the sum of the requirements of the various buildings or uses computed separately, and the location of such area meets the requirements of subsection (2) of this section, except as provided in Section 4.45(G)(4)..."

The applicant has indicated a parking lease agreement with the 555 Building for an additional 20 parking spaces to satisfy the parking requirement. City staff have verified that the 555 building has an excess of 20 parking spaces to share which is provided in a parking analysis below. Parking lease agreements are not required to be recorded on the land titles for all affected properties if there is an excess of required parking spaces to be shared.

The applicant has also demonstrated that the property is within 100 feet of the property in which the parking lease agreement has been entered into upon, satisfying proximity requirements of Article 4, Section 4.45(G)(2) of the Zoning

Ordinance. A breakdown of 555 S. Old Woodward's parking requirement, which is zoned B3 Office-Residential, and the excess of 20 parking spaces for the building is included below.

Article 4, Section 4.50(D) *Office, Residential and Restaurant Parking* enables reductions from residential and restaurant requirements for properties in the B3 Office-Residential zone stating, "Where there is combined within a single building, an office use, a residential use, and a commercial restaurant, up to 40% of the parking supplied to meet the requirement for office use may also be used to meet the requirements for residential use and up to 30% of the remaining parking requirement for office use may be used to meet the requirement for the commercial restaurant."

The residential and restaurant reduction values enabled by Article 4, Section 4.50(D) for the 555 building were calculated as follows:

***Office and Residential Parking (40% Reduction)***

Office Parking	128
<u>Reduction</u>	<u>40%</u>
Total	51* (residential reduction used in final calculations)

***Office and Restaurant Parking (30% Reduction)***

Remaining Office	77 (128 – 51*)
<u>Reduction</u>	<u>30%</u>
Total	23** (restaurant reduction used in final calculations)

The residential and restaurant reduction values for a mixed use building were incorporated into the total parking calculations for the 555 building below:

***Residential***

Unit Type	Units	space / unit	Spaces Required
Studio	11	1	11
One-Bedroom	33	1	33
<u>Two-Bedroom</u>	<u>54</u>	<u>1.25</u>	<u>67.5</u>
Total	98		111.5 (112)
Total after shared office parking reduction (112-51*)			<b>61</b>

<b><i>Office</i></b>	SF	Space / SF	Spaces Required
	38,250 SF	300	<b>128</b>

***Commercial***

Use	SF / Chairs	Parking Req.	Spaces Required
Retail	21,191 SF	1/300 SF	71
Salons	24 Chairs	2/ chair	48
Fitness	6,392 SF	1/550 SF	12

Total      **131**

<b><i>Restaurant</i></b>	SF	Space / SF	Spaces Required
	4,400 SF	1 per 75 SF	59

Total after shared office parking reduction (59-23\*\*)      **36**

***555 S. Old Woodward Parking Summary***

**Total Parking Required      356 Spaces**

**Total Parking Provided      376 Spaces**

**Excess Parking Available      20 Spaces**

A parking analysis of all uses in the 555 building incorporated with the parking reduction due to mixed uses has indicated the site requires 356 parking spaces. City staff have walked the 555 building's parking structure and counted 357 parking spaces on-site on two different occasions within the past 12 months while verifying the property's parking provisions.

555 S. Old Woodward also gained approval from City Commission on February 11<sup>th</sup>, 2013 to count 36 on-street parking spaces towards their total requirement, which currently totals 393 spaces. The S. Old Woodward Phase 3 project reduces the on-street spaces in front of the 555 building to 19 parking spaces which is the value staff have included in the building's total provision of parking calculation.

City staff conducted site visits to the 555 parking structure on Wednesday evening, April 20<sup>th</sup>, 2022 and again on Thursday afternoon, April 21<sup>st</sup>, 2022. Staff counted a total of 101 parked cars in the 555 structure on Wednesday evening between 5:45 pm to 6:30 pm (28% usage). 120 parked cars were counted Thursday afternoon between 12:40 pm to 1:00 pm (34% usage). The parking counts indicated 256 and 237 available parking spaces at these times. Staff intends to conduct a third parking count during evening dinner hours the weekend of April 21<sup>st</sup>-22<sup>nd</sup>, 2022 and will provide count numbers during the Planning Board meeting Wednesday April 27<sup>th</sup>, 2022.

The 555 S. Old Woodward building has 98 residential units and over 30 commercial tenant spaces with a broad range of uses. The 555 building provides 357 parking spaces in its structure at the moment, nearly identical to the total

amount of on-site parking required per the Zoning Ordinance total of all uses (356 spaces).

**Considering the excess of 20 total parking spaces at the 555 building, the peak parking demands for Phoenicia, and the amount of available parking spaces in the 555 building's parking structure given recent counts (256-237 spaces), the Planning Division recommends the Planning Board and City Commission approve the parking lease agreement between Phoenicia and the 555 building. The applicant must provide the City with a signed shared parking agreement for 20 parking spaces, or obtain a parking variance from the Board of Zoning Appeals.**

2. Loading – The subject building is less than 5,000 square feet and therefore is not required to provide an on-site loading space that is 40' x 12' x 14'.
3. Vehicular Circulation and Access – Vehicular circulation and access involves a one-way access drive through the parking lot. The proposed ingress and egress access points are proposed to be 10 feet wide and align with the S. Old Woodward Phase 3 plans where thickened concrete will be provided where vehicles must drive across.
4. Pedestrian Circulation and Access – A new door is proposed facing north with an extended walkway connecting the parking lot to the proposed private dining area. The main access will remain facing east towards the new sidewalk on S. Old Woodward.

## **5.0 Lighting**

The photometric plan indicates 5 Bega LED wall sconce luminaires - four located along the northern elevation and one on the south elevation near the rear door. The wall sconces will be installed at a height of 12 feet and appear to be full cut-off lights. The site plan indicates 5 lights on the north elevation wall which is one more than on the photometric plan – the applicant will be required to update the photometric plan with all proposed lights.

One pole mounted, full-cut off luminaire at 13 feet in height in the NW corner of the property is proposed to illuminate the parking lot. The new entrance facing north will also have a new recessed, 6" open wall wash LED light to illuminate the entrance.

The photometric plan indicates a circulation area of foot candles ranging from 0.1 to 9.5. Article 4.21(F)(2) & 4.21(F)(3) of the Zoning Ordinance requires circulation areas to have a minimum foot candle level of 0.2 and may not exceed a maximum-to-minimum

ratio of 20:1. The current ratio is 95:1, therefore the applicant must update their photometric plan to satisfy the foot candle requirements for parking lot circulation areas.

The foot candle levels along the property line abutting the single family zone to the west range from 0.1 to 0.5 which is below the 0.6 maximum, therefore satisfying the Zoning Ordinance requirement for illuminance levels.

**The applicant must submit an updated photometric plan with minimum foot candle levels of 0.2 and a minimum to maximum ratio of 20:1 foot candles for the parking lot circulation area or obtain a variance from the Board of Zoning Appeals.**

## **6.0 Departmental Reports**

1. Engineering Division – 5 foot clear sidewalk path must be maintained on sidewalk between the building and outdoor patio.
2. Department of Public Services – Comments will be provided to the Planning Board by April 27<sup>th</sup>, 2022.
3. Fire Department – See attachment for Fire Department Comments.
4. Police Department – The Police Department has no concerns at this time.
5. Building Division – The Building Department has no concerns at this time. See attachment for general comments from the Building Department.
6. Parking Manager – The Parking Manager has no concerns at this time.

## **7.0 Design Review**

The applicant is not proposing any changes to the front of the building facing S. Old Woodward, the windows, planters. And current detailing will remain. All structural changes are proposed in the rear of the building. The existing indoor seating arrangement is proposed to have new seating along the southern portion of the restaurant and have a total of 82 table seats and 9 bar seats. 14 additional seats are proposed in the new expansion with a linear skylight above the table. The private dining area is proposed to be 494 square feet. Two additional indoor bathrooms, kitchen space, and an employee locker room are proposed to modernize the back of house work area. The rear expansion appears to clean up what is now an unorganized and aesthetically unappealing rear storage area with unscreened dumpsters and a wooden shack in close proximity to a residential area.

The northern elevation facing the parking lot will maintain the existing trellises with ivy and add a new door that connects to the private dining area. The new door is emphasized with a grey Mankato stone surrounding. A new window is proposed for the new addition of the private dining area which has a stone header.

The south elevation and west elevation are proposed to continue to be all brick and will be painted to match the existing brick color. A rear door will provide access from the kitchen to dumpster in the back.

Article 4, Section 4.90(B) Window Standards requires building elevations on the ground floor that do not face a frontage line but contain a public entrance to be no less than 30% clear glazing between 1 and 8 feet above grade. The northern elevation is proposed to have a public entrance but very minimal glazing and does not appear to satisfy the window standard requirements. As mentioned previously, the northern elevation is proposed to maintain the existing hydrangea vines on the trellises for the majority of the elevation. Article 4, Section 4.90(E) enables flexibility in glazing requirements and allows the glazing standards to be modified by a majority vote of the Planning Board if the following conditions are met:

- a. The subject property must be in a zoning district that allows mixed uses;
- b. The scale, color, design and quality of materials must be consistent with the building and site on which it is located;
- c. The proposed development must not adversely affect other uses and buildings in the neighborhood;
- d. Glazing above the first story shall not exceed a maximum of 70% of the façade area;
- e. Windows shall be vertical in proportion.

**The Planning Division finds that the proposed site plan satisfies the requirements of Article 4, Section 4.90(E)(a) through 4.90(E)(e) and recommends that the Planning Board vote to allow Phoenicia's northern elevation with a public entrance to have less than 30% clear glazing between 1 and 8 feet.**

#### Outdoor Dining

The applicant is proposing a 36-seat outdoor dining patio directly in front of the tenant space. The design incorporates approved streetscape plans for the S. Old Woodward Phase 3 update with an extended sidewalk. Phoenicia's outdoor dining deck will no longer be in the street on top of parking spaces across from an intersection. The dining area will be buffered from the street by a city planter box with three street trees.



The patio is proposed to exist entirely on public property, therefore the applicant will be expected to apply for an Outdoor Dining Permit annually and enter into a lease agreement with the City for the use of public property as a part of that permit.

To define the space, the applicant is proposing a 42 in. black aluminum perimeter railing with circular detailing around all sides with an opening on the west side. Four grey aluminum planter boxes are proposed also proposed along the sidewalk on the west side of the outdoor seating space to delineate the area. The specifications for the tables and chairs indicate metal and wood as per the ordinance requirements. Two Tucci umbrellas are also proposed above the center tables. One trash receptacle within the outdoor dining area is proposed.

The applicant has also provided dimensions indicating that a 5 ft. clear path will be maintained between the planters along the building frontage and the outdoor dining area which includes the planter boxes.

#### Signage

No new signs are proposed, the applicant will maintain the existing sign next to the front entrance reading "588 Phoenicia".

### **8.0 Required Attachments**

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

### **9.0 Approval Criteria**

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

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.

- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

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

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

## **10.0 Recommendation**

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** to the City Commission the Special Land Use and Final Site Plan/Design Review application for 588 S. Old Woodward – Phoenicia – with the following conditions:

1. The applicant submit a signed parking lease agreement for 20 parking spaces or obtain a variance for required parking spaces from the Board of Zoning Appeals;
2. The applicant submit an updated photometric plan that satisfies the foot candle level requirements for parking lot circulation areas;
3. The Planning Board allow evergreen parking lot screening in place of a masonry screen wall;

4. The Planning Board allow the glazing standards for the northern elevation with a public entrance to be modified; and
5. The applicant comply with the requests of all City Departments.

**11.0 Sample Motion Language (*Special Land Use Permit*)**

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit for 588 S. Old Woodward – Phoenicia – subject to the conditions of Final Site Plan & Design Review approval.

1. The applicant submit a signed parking lease agreement for 20 parking spaces or obtain a variance for required parking spaces from the Board of Zoning Appeals;
2. The applicant submit an updated photometric plan that satisfies the foot candle level requirements for parking lot circulation areas;
3. The Planning Board allow evergreen parking lot screening in place of a masonry screen wall;
4. The Planning Board allow the glazing standards for the northern elevation with a public entrance to be modified; and
5. The applicant comply with the requests of all City Departments.

**OR**

Motion to **POSTPONE** the Special Land Use Permit for 588 S. Old Woodward – Phoenicia – pending receipt of the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**OR**

Motion to recommend **DENIAL** to the City Commission the Special Land Use Permit for 588 S. Old Woodward – Phoenicia – for the following reasons:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**12.0 Sample Motion Language (*Final Site Plan & Design Review*)**

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review for 588 S. Old Woodward – Phoenicia – with the following conditions:

1. The applicant submit a signed parking lease agreement for 20 parking spaces or obtain a variance for required parking spaces from the Board of Zoning Appeals;
2. The applicant submit an updated photometric plan that satisfies the foot candle level requirements for parking lot circulation areas;
3. The Planning Board allow evergreen parking lot screening in place of a masonry screen wall;
4. The Planning Board allow the glazing standards for the northern elevation with a public entrance to be modified; and
5. The applicant comply with the requests of all City Departments.

**OR**

Motion to **POSTPONE** the Final Site Plan & Design Review for 588 S. Old Woodward – Phoenicia – pending receipt of the following:

1. The applicant submit a signed parking lease agreement for 20 parking spaces or obtain a variance for required parking spaces from the Board of Zoning Appeals;
2. The applicant submit an updated photometric plan that satisfies the foot candle level requirements for parking lot circulation areas;
3. The Planning Board allow evergreen parking lot screening in place of a masonry screen wall;
4. The Planning Board allow the glazing standards for the northern elevation with a public entrance to be modified; and
5. The applicant comply with the requests of all City Departments.

**OR**

Motion to recommend the **DENIAL** to the City Commission the Final Site Plan & Design Review for 588 S. Old Woodward – Phoenicia – for the following reasons:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Zoning Compliance Summary Sheet  
SLUP & Final Site Plan Review  
588 S. Old Woodward**

**Existing Site:** 1 story commercial/food & drink establishment

Zoning: B2-B General Business and D2 Overlay

Land Use: Alcoholic Beverage Sales

**Existing Land Use and Zoning of Adjacent Properties:**

	North	South	East	West
<b>Existing Land Use</b>	Commercial	Commercial	Commercial	Residential
<b>Existing Zoning District</b>	B2-B (General - Business)	B2-B (General - Business)	B3 (Office - Residential)	R3 (Single Family Residential)
<b>Overlay Zoning District</b>	D2	D2	D5	N/A

**Land Area:** Existing: 0.395 acres / 17,206 square feet  
Proposed: 0.395 acres / 17,206 square feet

**Dwelling Units:** Existing: N/A  
Proposed: N/A

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

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

**Max. Total Floor Area:** Required: N/A  
Proposed: N/A

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

	Proposed:	N/A
<b>Max. Lot Coverage:</b>	Required:	N/A
	Proposed:	N/A
<b>Front Setback:</b>	Required:	Front façade on frontage line
	Proposed:	Front façade on frontage line
<b>Min. Side Setbacks</b>	Required:	Min 0 ft. for commercial, office or parking stories
	Proposed:	0 ft. to south 97.8 to north
<b>Rear Setback:</b>	Required:	Equal to existing adjacent, pre-existing building
	Proposed:	22'11"
<b>Min. Front+Rear Setback</b>	Required:	N/A
	Proposed:	N/A
<b>Max. Bldg. Height:</b>	Permitted:	2 stories
	Proposed:	14', 1 story
<b>Min. Bldg. Height</b>	Required:	N/A
	Proposed:	N/A
<b>Min. Eave Height:</b>	Required:	N/A
	Proposed:	N/A
<b>Floor-Floor Height:</b>	Required:	N/A
	Proposed:	N/A
<b>Front Entry:</b>	Required:	Principle entrance on frontage line
	Proposed:	Main entrance facing S. Old Woodward
<b>Absence of Bldg. Façade:</b>	Required:	N/A
	Proposed:	N/A
<b>Opening Width:</b>	Required:	N/A
	Proposed:	N/A
<b>Parking:</b>	Required:	54
	Proposed:	34 on-site <u>20 via lease agreement</u> 54 Total
<b>Min. Parking Space Size:</b>	Required:	180 sq. ft.

	Proposed:	180 sq. ft.
<b>Parking Lot Frontage:</b>	Required:	N/A
	Proposed:	N/A
<b>Loading Area:</b>	Required:	1 off-street loading spaces 40 ft. x 12 ft. x 14 ft.
	Proposed:	Loading space in the rear of building. Alley is also 20 feet wide – therefore acceptable
<b>Screening:</b>		
	<u>Parking:</u> Required:	2.5 to 3.5 feet of masonry or evergreen
	Proposed:	36 inch evergreen
	<u>Loading:</u> Required:	0 (less than 5,000 SF)
	Proposed:	0
<u>Rooftop Mechanical:</u>	Required:	Screened from view
	Proposed:	8' painted metal panel
<u>Elect. Transformer:</u>	Required:	Screened from public view
	Proposed:	Located in rear of building
	<u>Dumpster:</u> Required:	Masonry screen wall with wood gates
	Proposed:	<b>7' masonry screen wall with wood gates</b>

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

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April 19, 2022

RE: Final Site Plan Review Comments  
588 S. Old Woodward, Phoenicia

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 code concerns at this time.





# CITY OF BIRMINGHAM FIRE DEPARTMENT

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572 SOUTH ADAMS • BIRMINGHAM, MICHIGAN 48009 • 248.530.1900 FAX 248.530.1950

April 20, 2022

RE: Final Site Plan Review Comments

588 S. Old Woodward, Phoenicia

The Fire Department has examined the submitted plans for the proposed project for 588 S. Old Woodward, Phoenicia.

Applicable Fire Codes:

- **2015 International Fire Code**
- **All applicable NFPA documents, guides and standards referenced in the 2015 International Fire Code.**
- **Local Ordinance**

**Review Comments:**

1. Installation requirement of Knox **Emergency Power Shutdown Device per local ordinance Sec. 54-32.** Consult Fire Marshal for location of installation. Addition is more than 25%.
2. Knox key box installation.
3. Follow all applicable fire codes regarding fire suppression and fire alarm requirements for assemblies.
4. Occupant load determination made by Assistant Building Official and Fire Marshal.
5. Size of building, occupant load and usage type shall determine fire suppression requirements. Follow all applicable adopted codes.

Jack D. Pesha

Fire Marshal

Birmingham Fire Department

**City Of Birmingham**  
**Regular Meeting Of The Planning Board**  
**Wednesday, April 27, 2022**  
City Commission Room  
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on April 27, 2022.  
Chair Scott Clein convened the meeting at 7:30 p.m.

**A. Roll Call**

**Present:** Chair Scott Clein (left at 9:40 p.m.); Board Members Robin Boyle, Bert Koseck, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Student Representatives MacKinzie Clein, Andrew Fuller

**Absent:** Board Member Stuart Jeffares; Alternate Board Members Jason Emerine, Nasseem Ramin

**Administration:**

Nick Dupuis, Planning Director  
Leah Blizinski, City Planner  
Brooks Cowan, Senior Planner  
Laura Eichenhorn, City Transcriptionist

**I. Special Land Use Permit and Final Site Plan and Design Review**

**1. 588 S. Old Woodward – Phoenicia – Request for small addition to rear of building**

SP Cowan presented the item. He added that Phoenicia would be required to provide a parking lease agreement to the City every year during liquor license renewals in order to demonstrate the provision of sufficient parking or risk losing its SLUP agreement, per the City Attorney. He noted that a memo provided to the Board at the beginning of the meeting also provided updated motion language to that effect.

**04-101-22**

**Motion by Mr. Williams**

**Seconded by Mr. Share to receive and file the memo from SP Cowan dated April 27, 2022 to the Planning Board.**

**Motion carried, 6-0.**

VOICE VOTE

Yeas: Share, Boyle, Koseck, Whipple-Boyce, Williams, Clein

Nays: None

Mr. Koseck noted a discrepancy between the parking proposals on the architectural site plan and the civil site plan and asked which was correct.

SP Cowan stated that the architectural site plan showed the accurate parking proposal.

Mr. Boyle asked why the City would measure parking based on square footage when the Board has a plan that states the establishment's number of seats. He noted that half of the proposed addition would not be holding seating, and asserted as a result that the number of additional parking spaces being required was excessive. He said the City needed to amend its parking regulations accordingly or the ordinance would result in overparking.

Messrs. Share, Williams, and the Chair concurred with Mr. Boyle that the City's parking regulations require updating.

Victor Saroki, architect, and Samy Eid, owner, spoke on behalf of the project.

Mr. Saroki commented that a parking requirement of one parking space per 75 feet of gross area within an establishment is no longer valid by today's standards. He said that the applicant would likely pursue a variance at the Board of Zoning Appeals (BZA) and asked if the Planning Board might be willing to provide comment for that potential appeal. He also asked the City to consider a revision to the City's parking requirements.

Jack Reinhardt, managing partner of The 555 and 555 Commercial, said he was fully in support of Phoenicia and confirmed that 555 Commercial and Phoenicia would be entering into a five year lease to provide Phoenicia with 20 extra parking spaces.

Mr. Reinhardt also contested the parking counts described on page 38 of the agenda packet. He said he does counts at 10 a.m. and 2 p.m. and that he usually counts between 180-200 parked cars in the 555 parking structure at those times. He said he would go further into his objection of the parking counts later on.

Messrs. Eid and Saroki expressed concern that Phoenicia's SLUP agreement would be tied to the continuance of the parking agreement, noting that unforeseen future changes in the 555's management could leave Phoenicia in a difficult situation with no recourse.

Chair Clein acknowledged Mr. Eid's statement but said the Board had no leeway in following direction from the City Attorney.

In reply to Mr. Boyle, Mr. Saroki confirmed that the walls on the east side of the parking lot would be replaced with a well-maintained hedge and three trees.

Mr. Boyle opined that while he appreciates vegetation, this is a very urban space and the walls work well in this context.

In reply to Mr. Koseck, Mr. Saroki confirmed that the front door would continue to be the main entry for the majority of patrons.

In reply to Mr. Share, Mr. Eid confirmed he understood that if he did not maintain an adequate number of parking spaces that he could lose the ability to operate out of the restaurant's addition.

In reply to Mr. Share, SP Cowan confirmed that the parking counts were based off a standard office and a standard retail usage, and not some of the more high-intensity retail usages.

Mr. Share said he wanted to make sure that Mr. Reinhardt understood that if he enters into this parking lease with Phoenicia, it may have an impact on the parking available to other tenants in the building in the future.

Mr. Reinhardt confirmed he understood.

SP Cowan clarified that the parking calculations for this item were based on 100% occupancy, whereas an analysis of a tenant's parking needs would only be based on current demand. He also noted that The 555 would be doing a bit more restriping in its lot, which would add a few more parking spaces.

In reply to the Chair, Mr. Saroki said he could likely expand the clear pedestrian path adjacent to the outdoor dining deck to be closer to six feet.

The Chair said he would appreciate an expansion in the pedestrian clear path adjacent to the outdoor dining deck, and said he would be comfortable with an administrative approval on those changes.

PD Dupuis asked if the Planning Board would be willing to provide comment for the applicant's potential future variance request at the BZA.

Mr. Williams said he was not willing since he wanted to address the issue by ordinance since this is not the only parcel adversely affected by the current parking regulations.

The Chair concurred.

#### Public Comment

Wendy Zabriskie stated that the City's parking requirements are archaic. She advocated for the City to change its parking requirements so Phoenicia, a long-running small business, would not be at risk of losing its ability to operate.

Mr. Reinhardt spoke in favor of retaining parking in the S. Old Woodward area.

#### **04-102-22**

##### **Motion by Mr. Williams**

**Seconded by Mr. Koseck to approve the Final Site Plan and Design Review for 588 S. Old Woodward – Phoenicia – subject to the following conditions:**

- 1. The applicant submit a signed parking lease agreement for 20 parking spaces or obtain a variance for required parking spaces from the BZA;**
- 2. The applicant submit an updated photometric plan that satisfies the foot candle level requirements for parking lot circulation areas;**
- 3. The Planning Board allow evergreen parking lot screening in place of a masonry screen wall;**
- 4. The Planning Board allow the glazing standards for the northern elevation with a public entrance to be modified; and,**
- 5. The City Attorney draft language to be included in the Special Land Use Permit contract to require that the applicant demonstrates satisfactory parking is maintained to satisfy compliance with the current parking ordinance during its review in the annual liquor license review with the City; and,**
- 6. The applicant comply with the requests of all City Departments.**

**Motion carried, 6-0.**

VOICE VOTE

Yeas: Share, Boyle, Koseck, Whipple-Boyce, Williams, Clein

Nays: None

**04-103-22**

**Motion by Mr. Williams**

**Seconded by Mr. Koseck to recommend approval to the City Commission of the Special Land Use Permit for 588 S. Old Woodward – Phoenicia – subject to the following conditions:**

- 1. The applicant submit a signed parking lease agreement for 20 parking spaces or obtain a variance for required parking spaces from the BZA;**
- 2. The applicant submit an updated photometric plan that satisfies the foot candle level requirements for parking lot circulation areas;**
- 3. The Planning Board allow evergreen parking lot screening in place of a masonry screen wall;**
- 4. The Planning Board allow the glazing standards for the northern elevation with a public entrance to be modified; and,**
- 5. The City Attorney draft language to be included in the Special Land Use Permit contract to require that the applicant demonstrates satisfactory parking is maintained to satisfy compliance with the current parking ordinance during its review in the annual liquor license review with the City; and,**
- 6. The applicant comply with the requests of all City Departments.**

**Motion carried, 6-0.**

VOICE VOTE

Yeas: Share, Boyle, Koseck, Whipple-Boyce, Williams, Clein

Nays: None





## MEMORANDUM

Department of Public Services

**DATE:** May 3, 2022

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

**FROM:** Lauren A. Wood, Director of Public Services  
Mike Bernal, Public Services Manager

**SUBJECT:** Bituminous Paving Materials Bid Award

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### INTRODUCTION:

The Department of Public Services (DPS) publicly opened bids titled "Bituminous Paving Materials", Tuesday, May 3, 2022. Bid specifications were advertised with the Michigan Intergovernmental Trade Network (MITN). The asphalt materials specified were 36A hot asphalt mix used for permanent street repairs, and UPM cold patch which is used for temporary street repairs. There were two bidders, Cadillac Asphalt LLC, and Ajax Materials Corporation. These prices are for a two year period July 1, 2022 - June 30, 2024. The bids are broken down as follows:

Material	Cadillac Asphalt LLC 22-23	Cadillac Asphalt LLC 23-24	Ajax Materials Corporation 22-23	Ajax Materials Corporation for 23-24
36A Hot Mix	\$91.50/Ton	\$91.50/Ton	\$87.75/Ton	\$87.75 Ton
UPM Cold Patch (Delivered)	\$150.00/Ton	\$150.00/Ton	\$135.00/Ton	\$135.00/ Ton
UPM Cold Patch (Picked Up)	\$125.00/Ton	\$125.00/Ton	\$125.00/Ton	\$125.00/ Ton

### BACKGROUND:

The Department of Public Services uses 36 A hot asphalt mix along with UPM cold patch for both permanent and temporary asphalt repairs throughout the City. Our City crews use these products for pothole patching and pavement repairs to streets, alleys, parking lots, and sewer and water trenches. We purchased both of these materials from Cadillac Asphalt the last five years. Typically, the purchases of asphalt paving materials cost approximately \$60,000.00 annually.

**LEGAL REVIEW:**

This item does not require legal review. In addition, there is no agreement requirement as part of this purchase.

**FISCAL IMPACT:**

The Department of Public Services uses the various mixes referenced above for both permanent and temporary asphalt repairs throughout the City. We recommend purchasing this material from Cadillac Asphalt LLC. Our City crews use this product for pothole patching and pavement repairs to streets, alleys, parking lots, and sewer and water trenches. Typically, the purchases of asphalt paving materials cost approximately \$80,000.00 annually. This material purchase amount is spread across the Major and Local streets, Sewer, and Water funds.

**SUMMARY:**

The price difference between low bid and Cadillac for the hot mix amounts to approximately \$2,200 per year, assuming the purchase of 605 tons per year. Given this fact and in order to be most efficient and effective with this purchase, consideration was given to the proximity of the manufacturing plants for pick-up of the 36A Hot Mix. Cadillac Asphalt in Troy has a closer location than Ajax Materials in Rochester Hills; therefore making Cadillac Asphalt the most economical choice taking into account staff pay rates and windshield time to drive to and from the farther pick-up location for this material. Often multiple trips are made on a given day to the plant to pick-up material and DPS uses hot mix five days a week. The additional cost to purchase from the high bidder for the hot mix is less than the extra cost in travel time and productivity to acquire the material.

The pricing during the past year for the hot mix was \$76.50/ton and the UPM cold patch (delivered) was \$123.00/ton. We purchased both of these materials from Cadillac Asphalt the last five years. The current bid from Cadillac Asphalt keeps the same price through fiscal year 2024.

**ATTACHMENTS:**

No attachments exist.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve a two-year agreement for fiscal years 2022-2024 with Cadillac Asphalt LLC for the purchase of 36A hot asphalt mix at \$91.50/ton (2022-2023) and \$91.50/ton (2023-2024) and UPM cold patch (delivered) at \$150.00/ton (2022-2023) and \$150.00/ton (2023-2024). 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 accounts #202-449.003-729.0000, #203-449.003-729.0000, #590-536.002-729.0000 and #591-537.005-729.0000.



## **REQUEST FOR PROPOSALS For BITUMINOUS PAVING MATERIALS**

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Sealed proposals endorsed "Bituminous Paving Materials" will be received at the Department of Public Services, 851 S. Eton Street, Birmingham, Michigan, 48009; until Tuesday, May 3, 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 Mike Bernal, listed below.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to supply bituminous paving materials, from time to time, upon the request of the City. 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, 851 S. Eton, Birmingham, Michigan, ATTN: Mike Bernal

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

<b>Submitted to MITN:</b>	April 27, 2022
<b>Deadline for Submissions:</b>	May 3, 2022 at 2:00 PM
<b>Contact Person:</b>	Mike Bernal
	851 S. Eton
	Birmingham, MI 48009
	Phone: 248-530-1701
	Email: <a href="mailto:mbernal@bhamgov.org">mbernal@bhamgov.org</a>



**REQUEST FOR PROPOSALS  
For BITUMINOUS PAVING MATERIALS**

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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 bituminous paving materials, from time to time, upon the request of the City. This work must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

During the evaluation process, the City's best interest will be served and 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 May 3, 2022. An Agreement for services will be required with the selected Vendor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

## INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than May 3, 2022 at 2:00 pm to:

City of Birmingham  
Attn: MIKE BERNAL  
851 S. Eton St.  
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, **"BITUMINOUS PAVING MATERIALS"**. 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: Mike Bernal, 248-530-1701, [mbernal@bhamgov.org](mailto:mbernal@bhamgov.org). Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.



## **EVALUATION PROCEDURE AND CRITERIA**

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Vendor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

## **TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Vendor if the successful Vendor 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 Vendors.
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 Vendor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Vendor 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 Vendor 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.

## **VENDOR'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. Agreement (p. – 8 **only if selected by the City**).
  - b. Bidder's Agreement (Attachment A - p. 15)
  - c. Cost Proposal (Attachment B - p. 16)
  - d. Iran Sanctions Act Vendor Certification Form (Attachment C - p. 17)

## **CITY RESPONSIBILITY**

1. The City will provide a designated representative to work with the Vendor to coordinate both the City's and Vendor's efforts and to inspect and verify any work performed by the Vendor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

## **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 16 of the Agreement for the details and what is required of the successful bidder.

## **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 the Agreement.

## **INDEMNIFICATION**

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement 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 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 Vendor 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.

## **SCOPE OF WORK**

The Vendor shall perform the following in accordance with the requirements as defined and noted herein:

1. Provide quality bituminous paving materials: 36A Hot Mix and UPM Cold Patch
2. The City's intent is to pick up paving material from the vendor's site.
3. When the City is picking up material, the Vendor shall operate the site from which the City will be picking up the paving material in a manner that the City can be assured the Vendor's site is operated within all MIOSHA guidelines.
4. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

## AGREEMENT OF BITUMINOUS PAVING MATERIALS

**THIS AGREEMENT** is entered into this 2<sup>nd</sup> day of May, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Cadillac Asphalt a Michigan Vendor, whose address is 39255 Country Club Dr. B20 ~ Farmington Hills (hereafter referred to as Vendor and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City of Birmingham, through the Department of Public Services, is desirous in having bituminous paving materials supplied to the City of Birmingham.

**WHEREAS**, the City has heretofore advertised for bids for the procurement of bituminous paving materials and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Vendor has professional qualifications that meet the product requirements and has made a bid in accordance with such request for cost proposals to supply bituminous paving materials.

**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 documents consisting of the Request for Proposal to provide the supplying of bituminous paving materials and the Vendor's cost proposal dated May 3<sup>rd</sup>, 2022, shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
- 2. 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 Vendor 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 bituminous material prepared by the Vendor through such date.
- 3. TERMS OF PAYMENT:** The Vendor will invoice monthly for all material provided. 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 product provided, the amount provided, the date provided, and the total cost of the invoice. 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.** The vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

**5. INSURANCE SUBMISSION REQUIREMENTS:** The Vendor 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 Vendor 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 the Vendor's acceptance of the terms of this Agreement.

**6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Vendor acknowledges that in providing materials 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor 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 Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

**7. INDEPENDENT VENDOR:** The Vendor and the City agree that the Vendor is acting as an independent vendor with respect to the Vendor'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 Vendor 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 Vendor 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 Vendor 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:** The Vendor 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 the Vendor is subject, the Vendor 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 Vendor, either by offset to any amounts due and owing Vendor for material 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; Vendor 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 Vendor and any entity or person for whom the Vendor 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 Vendor 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 Vendor 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: Vendor 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: Vendor 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: Vendor 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 Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.



C. 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.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Vendor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Vendor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Vendor 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.

G. Maintaining Insurance: Upon failure of the Vendor 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: Mike Bernal

Vendor:  
Cadillac Asphalt, LLC  
39255 Country Club Dr. Ste B20  
Farmington Hills MI 48331  
Attn: Jason Teper

**13. 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.

**14. 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.

**15. COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Vendor 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 Vendor 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.

**16. 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 Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor 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.

**17. FAILURE TO PERFORM.** If Vendor 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.

**18. 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 48<sup>th</sup> 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.

**19. RESPONSE TO REQUESTS FOR PROPOSALS:** The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated May 2, 2022, to the City's Request for Proposals dated May 3, 2022, (attached hereto as "Agreement"). In the event of a conflict in any of the terms of this Agreement and the Vendor's response, the terms of this Agreement shall prevail.

**20. 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 the Vendor, 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.

**Vendor**

By: Jason Teper Jun 22  
Its: Sales Rep.

STATE OF MICHIGAN )  
                    WAYNE ) ss:  
COUNTY OF ~~GALEND~~ )

On this 3rd day of MAY, 2022, before me personally appeared JASON TEPPER, who acknowledged that with authority on behalf of CADILLAC ASPHALT to do so he/she signed this Agreement.

[Signature]  
Notary Public  
WAYNE County, Michigan  
Acting in WAYNE County, Michigan  
My commission expires: \_\_\_\_\_

**STEPHEN JOSEPH PENTE**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MONROE  
My Commission Expires Dec. 26, 2024  
Acting in the County of WAYNE

**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
Therese Longe, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

[Signature]  
Thomas M. Markus, City Manager  
(Approved as to substance)

[Signature]  
Lauren A. Wood, Director of Public Services  
(Approved as to substance)

[Signature]  
Mary M. Kucharek, City Attorney  
(Approved as to form)

[Signature]  
Mark A. Gerber, Finance Director  
(Approved as to Financial Obligation)

**ATTACHMENT A - BIDDER'S AGREEMENT  
For BITUMINOUS PAVING MATERIALS**

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

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

<u>Jason Teper</u>	<u>5-2-2022</u>
<b>PREPARED BY</b>	<b>DATE</b>
<b>(Print Name)</b>	
<u>Sales Representative</u>	<u>5-2-2022</u>
<b>TITLE</b>	<b>DATE</b>
	
<u>Jason Teper@cadillacasphalt.com</u>	
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
<u>Cadillac Asphalt, LLC</u>	
<b>COMPANY</b>	
<u>39255 Country Club Dr. Suite B20 Farmington Hills MI 48331</u>	<u>248-228-6281</u>
<b>ADDRESS</b>	<b>PHONE</b>
<u>CRH / Edw. C. Levy</u>	<u>770-522-5600 / 313-429-2200</u>
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
<u>900 Ashwood Parkway Ste. 700 Atlanta GA 30338 / 9300 Dix Ave. Dearborn MI 48120</u>	
<b>ADDRESS</b>	

**ATTACHMENT B - COST PROPOSAL**  
**For BITUMINOUS PAVING MATERIALS**

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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 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 Vendor's Responsibilities section of the RFP (p. 6)***

MATERIAL	QUANTITY	UNIT PRICE	TOTAL PRICE
36A Hot Mix (Picked Up)	1	\$91.50	\$91.50
UPM Cold Patch (Picked Up)	1	\$125.00	\$125.00
UPM Cold Patch (delivered)	50 ton min.	\$150.00	\$7,500.00

Firm Name Cadillac Asphalt, LLC

Authorized signature Jason Taper Date 5-2-2022

**ATTACHMENT C - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For BITUMINOUS PAVING MATERIALS**

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.

Jason Teper	5-2-2022
<b>PREPARED BY</b>	<b>DATE</b>
(Print Name)	
Sales Representative	5-2-2022
<b>TITLE</b>	<b>DATE</b>
	jason.teper@cadillacasphalt.com
<b>AUTHORIZED SIGNATURE</b>	<b>E-MAIL ADDRESS</b>
Cadillac Asphalt, LLC	
<b>COMPANY</b>	
39255 Country Club Dr. B20 Farmington Hills MI 48331	248-228-6281
<b>ADDRESS</b>	<b>PHONE</b>
CRH/ Edw. C. Levy	770-522-5600 313-429-2200
<b>NAME OF PARENT COMPANY</b>	<b>PHONE</b>
900 Ashwood Pkwy #600 Atlanta GA 30338 / 9300 Dix Ave. Dearborn MI 48120	
<b>ADDRESS</b>	
65-1194742	
<b>TAXPAYER I.D.#</b>	





## **MEMORANDUM**

Department of Public Services

**DATE:** May 18, 2022

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

**FROM:** Lauren A. Wood, Director of Public Services  
Mike Bernal, Public Services Manager

**SUBJECT** Additional Funds for Vehicle 30 Replacement

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### **INTRODUCTION:**

The Department of Public Services is requesting additional funding (\$13,477.44) to purchase a 2021 Case CE 821G front-end loader.

As you may recall, a Case 721G Zbar T4 was previously approved by the City Commission on March 28, 2022. However, the last available vehicle of that model was sold to another municipality. Because of the current supply chain issues, another vehicle of that model will not be available for approximately one year. The only option available is to purchase the next model up, which is currently being assembled. This model is expected to be readily available within a few months.

### **BACKGROUND:**

Vehicle #30 was identified for replacement and listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2021-2022 budget.

### **LEGAL REVIEW:**

All documentation has been reviewed and approved by the City Attorney's Office.

### **FISCAL IMPACT:**

Funds for this purchase, totaling \$221,789.42, are available in the Auto Equipment Fund, account #641-441.006-971.0100.

### **PUBLIC COMMUNICATIONS:**

This does not apply to this purchase.

### **SUMMARY:**

The Department of Public Services recommends approval for the additional funds needed to complete the purchase of the upgraded vehicle. The old vehicle will be purchased by the dealer for a trade-in price of \$34,000. The terms and conditions of this purchase will remain the same.

**ATTACHMENTS:**

Attached are the report, the revised quote, agreement, warranty information, and certificate of insurance.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to provide additional funding for the purchase of a 2021 Case CE 821G front-end loader as quoted through the State of Michigan MIDEAL extendable purchasing contract #071B7700089, awarded to Southeastern Equipment Company located at 48545 Grand River, Novi, MI 48374, in the amount not to exceed \$221,789.42. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.



## MI DEAL SALES ORDER

DATE: MAY 11, 2022

SALESPERSON: AARON FADDEN / 029  
ACCOUNT #: 2015487  
COUNTY: OAKLAND

CUSTOMER CONTACT:  
PO # (IF APPLICABLE):  
SHIP TO (IF APPLICABLE):

### PURCHASER:

CITY OF BIRMINGHAM  
851 S EATON ST  
BIRMINGHAM, MI 48009  
P: 248-530-1716

### SELLING BRANCH:

48545 Grand River, Novi, MI 48374  
Branch: (248) 349-9922

### FINANCE INFORMATION:

Financed by:  
Rate:  
Term:

### EQUIPMENT PURCHASED:

Eq #/ Serial #/ Item #	Product Notes	List Price	Discount %	Total Price
	Spare Filters - Full set Covered in ProCare if Picked Up @ Service interval.	\$0.00	%	\$0.00
	Auto-Lube system & Install	\$12,300.00	%	\$12,300.00
	Spare Tire & Rim	\$6,221.00	%	\$6,221.00
	YGR ONLY Quick Pick	(\$7,000.00)	38%	(\$4,340.00)
	424224 4-speed Transmission	\$0.00	%	\$0.00

	782122 Limited Slip Differentials	\$0.00	%	\$0.00
	734152 Enhanced Cab Comfort	\$1,444.00	38%	\$895.28
	734154 Enhanced Visibility Bundle	\$2,823.00	38%	\$1,750.26
	782441 Standard Hydraulic Steering	\$0.00	%	\$0.00
	734055 Joystick with 2 Aux Function	\$1,560.00	38%	\$967.20
	782510 Standard Fenders w/LH/RH Steps	\$445.00	38%	\$275.90
	482595 No Tire Brand Preference	\$0.00	%	\$0.00
	9420442 23.5R25 L2 Radial (3 pc rim)	\$8,561.00	38%	\$5,307.82

	734011 4.0 cu. yd. w/CNH Coupler(ACS)	\$21,551.00	38%	\$13,361.62
	424911 Locking Hydraulic for Coupler	\$850.00	38%	\$527.00
	424223 Ejector Type Precleaner	\$455.00	38%	\$282.10
	782503 Ride Control	\$0.00	%	\$0.00
	482027 Skid Plate/Transmission Guard	\$1,000.00	38%	\$620.00
16807PO-9522	2021 CASE CE 821G 821G ZBAR TS T4F -821G ZBAR TS T4F NAFTA - PL18 ZL -STD LINK 18 * 734145 -Quick Pick 1 - D LR 1906 424224 -4-speed Transmission 782122 -Limited Slip Differentials 734152 -Enhanced Cab Comfort 734154 -Enhanced Visibility Bundle 782441 -Standard Hydraulic Steering 734054 -Joystick with 1 Aux Function 782510 -Standard Fenders w/LH/RH Steps 482595 -No Tire Brand Preference 9420442 -23.5R25 L2 Radial (3 pc rim) 424999 -4.0 cu. yd. w/CNH Coupler(JRB) 424911 -Locking Hydraulic for Coupler 482105 -English Literature 424223 -Ejector Type Precleaner 782503 -Ride Control	\$351,002.00	38%	\$217,621.24



## MI DEAL SALES ORDER

	734596 -Transport Protection 734038 -3 Year Advanced Subscription 734168 -Sitewatch Verizon			
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### NOTES:

### EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.  
Warranty Detail: Case Standard

Delivery Method:  
Delivery Date:  
Delivery Info:

### TRADE-IN EQUIPMENT:

Year	Manufacturer	Model	Serial #	Trade-In Allowance
2008	CASE CE	721EXR	N8F204934	\$34,000.00

[TOTALS, TERMS AND CONDITIONS, AND SIGNATURES ON FOLLOWING PAGE]

**A. Definitions.** Seller is Southeastern Equipment Co. Inc.; Purchaser is the entity denoted above in the box titled purchaser; collectively Seller and Purchaser may be referred to as Parties; Equipment is new or used equipment being purchased by Purchaser, Trade-In Equipment is equipment being sold by Purchaser to Seller in exchange for a credit only applied to this sale, and Agreement is this contract for the sale and Trade-In of equipment between the Parties.

**B. Price and Payment.** Seller hereby does sell, convey and transfer title to Purchaser for Equipment upon full payment of the Balance Due, as calculated and noted on this Agreement. Purchaser shall remit payment to Seller by cash, check, electronic wire, ACH or other reasonable commercially acceptable method of payment within thirty (30) days of Delivery of Equipment if Purchaser has established line of credit with Seller or immediately upon Delivery of Equipment if no line of credit is established. Any amount past due will be assessed a 1.5% per month service charge until paid in full or the maximum amount permitted by law, whichever is less. The total price owed for the Equipment, charges, and taxes is the Total Amount Due less any down payment, purchaser accepts this to be a fair and accurate price for Equipment and related costs associated with this Agreement. Seller has made every effort to include sales taxes and other applicable taxes in the Total Amount Due, however any additional taxes owed because of the sale are the responsibility of the Purchaser. **SOUTHEASTERN EQUIPMENT CO., INC. (SELLER) RETAINS A SECURITY INTEREST IN THE PURCHASED GOODS UNTIL THE FULL PURCHASE PRICE IS RECEIVED BY SELLER.**

**C. Delivery of Equipment.** Seller will make Equipment available according to the delivery instructions contained herein, if no instructions are included, the Seller will make Equipment available at the location where the Equipment is located. Purchaser is responsible for all shipping and trucking costs, including loading and unloading, permits and other expenses. Costs may be included in the Total Amount Due if trucking has been predetermined. Any change in delivery location may result in additional charges to be borne by Purchaser. Special order Equipment will be made available once delivery is received by Seller for Equipment supplier. Unless Seller is using Seller's in-house trucking services, Equipment is delivered FOB Seller' location. Seller reserves the right to subcontract or assign Seller's obligation to deliver Equipment. Seller reserves the right to substitute Equipment that is the same year, condition, make, model, within ten (10) hours on the hour meter, and of the same or better configuration without breach of this Agreement or notice.

**D. Condition of Equipment.** ALL EQUIPMENT IS SOLD AS IS, WHERE IS UNLESS WARRANTY IN THIS AGREEMENT. SELLER AND MANUFACTURER MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS, EXCEPT FOR WARRANTY EXPRESSLY MADE ON THIS AGREEMENT. Manufacturer warranty does not in itself create a warranty by Seller. Any reference to hour meters on used equipment is for informational purposes only, Purchaser should inspect any used equipment prior to purchase. Purchaser acknowledges warning and responsibility for inspecting all equipment and ensuring equipment meets any and all applicable safety and operational guidelines and laws for use, including the standards set forth in the Federal Occupational Safety and Health Act of 1970, as amended and restated.

**E. Trade-In Equipment.** If Trade-In Equipment is included on this Agreement, Purchaser hereby bargains, sells and conveys unto Seller the Trade-In Equipment and represents and warrants that Purchaser has marketable title free and clear of any encumbrances, liens, and security interests except to the extent included in the trade payoff number and fully disclosed to Seller. If Trade-In Equipment is not delivered to the Seller prior to delivery of the Equipment to Purchaser, the Trade-In Equipment may be reappraised at the sole discretion of Seller and such reappraisal value shall determine the allowance made for such Trade-In Equipment. In the event the Trade-In Equipment appraisal value is less than the original allowance for said equipment, the Purchaser may terminate this order, however, termination will only be valid if received prior to delivery of Equipment.

Accepted for Seller by:

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Customer PO:

SALES ORDER TOTALS

Total Equipment Price	\$255,789.42
Total Trade-In Allowance	\$34,000.00
Trade-In Difference	\$221,789.42
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$221,789.42
Sales Tax	
FET Tax	
Total Amount Due	\$221,789.42
Down Payment	
Balance Due	\$221,789.42

**F. Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY PURCHASER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE EQUIPMENT. Seller shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond Seller's reasonable control ("Force Majeure"). Force Majeure shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, and labor disputes. In the event delivery of Equipment is delayed more than thirty (30) days because of Force Majeure, Purchaser may cancel all or part of its purchase of Equipment.

**G. Miscellaneous.** This Agreement constitutes the complete agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like written or oral. This Agreement may not be modified or amended except in a writing signed by an authorized representative of the Seller and Purchaser. Use of headings in this Agreement are for convenience only and are not to be construed in the meaning of the instrument. This Agreement may be executed in counterparts and any scan, copy or facsimile will be deemed valid as an original copy. In the event any provision of this Agreement is determined to be unlawful or against public policy and found invalid or unenforceable, the remaining provisions will remain in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent breach. This Agreement, and all matters arising out of or relating to this Agreement, are governed by the laws of the State of Ohio. Any legal action or proceeding relating to this Agreement may only be brought within the jurisdiction of Guernsey County, Ohio.

**H. Authority and Understanding.** In signing this Sales Order, you represent that you have the authority to sign on behalf of the Purchaser for the purchase of Equipment and disposition of Trade-In Equipment, you have read and fully understand all terms of this Agreement, and you acknowledge receipt of a fully complete and accurate copy of this Agreement and waive notice of the acceptance or rejection of the Purchaser's offer by the Seller.

Purchaser (CITY OF BIRMINGHAM):

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_







## MEMORANDUM

Department of Public Services

**DATE:** March 18, 2022

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

**FROM:** Lauren A. Wood, Director of Public Services  
Michael Bernal, Public Services Manager

**SUBJECT:** Vehicle #30 Replacement

### INTRODUCTION:

Due to age and condition, the Department of Public Services recommends the replacement of the 2008 Case front-end wheel loader. The current hours logged on the loader is 6,694. The loader has a 3-yard bucket for loading salt, cold patch, dirt, and other various materials. It also has a claw attachment for residential leaf removal, and a 14-foot snowplow, which is used to plow the downtown area.

We are requesting a Case 721G Zbar T4 Final, as quoted, from Southeastern Equipment Company located at 48545 Grand River, Novi, MI 48374, under the State of Michigan MIDEAL pricing.

### BACKGROUND:

Vehicle #30 is identified for replacement and listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2021-2022 budget. It qualifies for replacement as illustrated by the assessment below:

#### #30 – 2008 Case Front-End Wheel Loader

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	14
Miles/Hours	1 point each 250 hours of usage	27
Type of Service	Type 4 – Extreme duties in adverse atmosphere	4
Reliability	Level 2 – In shop one time within three month period, one breakdown within same period	2
M & R Costs	Level 4 – Maintenance costs are 61-80% of replacement cost	4
Condition	Level 4 – Severe damage, rust, operating system, component not functional	4
<b>Total points 28+, poor, needs priority replacement</b>		<b>55</b>

This vehicle qualifies under the replacement guidelines for “needs priority replacement.” Once ordered, the lead-time is uncertain due to various parts/chip shortages.

The Department of Public Services recommends replacing this equipment with Case 721G Zbar T4 Final, as quoted through the State of Michigan MIDEAL extendable purchasing

contract #071B7700089, awarded to Southeastern Equipment Company located at 48545 Grand River, Novi, MI 48374.

**LEGAL REVIEW:**

All documentation has been reviewed and approved by the City Attorney's Office.

**FISCAL IMPACT:**

Funds for this purchase, totaling \$208,341.98, are available in the Auto Equipment Fund, account #641-441.006-971.0100.

**PUBLIC COMMUNICATIONS**

This does not apply to this purchase.

**SUMMARY**

Based on age and condition, the Department of Public Services recommends the replacement of the 2008 Case front-end wheel loader. Upon delivery of the replacement loader, the old vehicle will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

**ATTACHMENTS:**

Attached are the report, agreement, warranty information, and certificate of insurance.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the purchase of one (1) Case 721G Zbar T4, as quoted through the State of Michigan MIDEAL extendable purchasing contract #071B7700089, awarded to Southeastern Equipment Company located at 48545 Grand River, Novi, MI 48374, in the amount not to exceed \$208,341.98. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.

**AGREEMENT FOR CASE FRONT END LOADER  
BETWEEN THE CITY OF BIRMINGHAM  
AND SOUTHEASTERN EQUIPMENT COMPANY**

**THIS AGREEMENT** is entered into this 11 day of March, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **SOUTHEASTERN EQUIPMENT COMPANY** a Vendor, whose address is 48545 Grand River, Novi, MI 48374, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires to purchase a Case Front End Loader through a governmental cooperative purchasing arrangement; and

**WHEREAS**, Vendor has qualifications that meet the project requirements and has provided a response and cost proposal.

**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 Vendor's Sales Order form and Warranty and Limitation of Liability Agreement Heavy Case Construction Equipment shall be incorporated herein by reference, except those stricken by mutual agreement, and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this Agreement and the Vendor's Sales Order form, the terms of this Agreement shall prevail.

2. **TERM:** This Agreement shall have no term as it is an outright sale.

3. **TERMS OF PAYMENT:** The Vendor will invoice the City for the sale. 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. Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Vendor 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 Vendor

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 Vendor's acceptance of the terms of this Agreement. (See Attachment B.)

**6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Vendor acknowledges that in providing the equipment 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees providing equipment pursuant to this Agreement. The Vendor further agrees to use such confidential or proprietary information only for the purpose of providing equipment pursuant to this Agreement.

**7. INDEPENDENT VENDOR:** The Vendor and the City agree that the Vendor is acting as an independent vendor with respect to the Vendor's role in providing equipment to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 Vendor 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:** The Vendor agrees to fully and faithfully carry out the duties 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 Vendor is subject, Vendor 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. (See Vendor Certification Attachment "C".)

**9. INDEMNIFICATION:** To the fullest extent permitted by law, the Vendor and any entity or person for whom the Vendor 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 Vendor 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.

#### **10. STANDARD INSURANCE REQUIREMENTS:**

The Vendor 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: The Vendor 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: The Vendor 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:** The Vendor 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 Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

a. Motor Vehicle Liability: The Vendor 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.

**11. WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham  
851 S. Eton St.  
Birmingham, MI 48009  
Attn: Lauren Wood, Director of Public Services

Southeastern Equipment Company  
48545 Grand River  
Novi, MI 48374  
Attn: TS Gleason, Regional Sales Manager

**12. COVID:** The Vendor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Vendor's 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 Vendor's 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 Vendor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Vendor.

**13. 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.

**14. 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.

**15. COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Vendor's 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 Vendor 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.



**16. 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 Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor 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.

**17. FAILURE TO PERFORM.** If Vendor 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.

**18. 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 48<sup>th</sup> 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.

**19. RESPONSE TO GOVERNMENTAL COOPERATIVE PURCHASING ARRANGEMENT:** The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated October 1, 2021, to the governmental cooperative purchasing arrangement. In the event of a conflict in any of the terms of this Agreement and the Vendor's response dated October 1, 2021, the terms of this Agreement shall prevail.

**20. 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 Vendor, 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.

**SOUTHEASTERN EQUIPMENT  
COMPANY**

By: [Signature]  
Its: Aaron Fadden

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF OAKLAND    )

On this 15th day of March 2022, 2022, before me personally appeared Aaron Fadden, who acknowledged that with authority on behalf of SOUTHEASTERN EQUIPMENT COMPANY to do so he/she signed this Agreement.

[Signature]  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My commission expires: 03/08/2027

Chelse Annise Peoples  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Oakland  
My Commission Expires 03/08/2027  
Acting in the County of Oakland


**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
Therese Longe, Mayor


By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk


Oakland

**APPROVED:**

  
Thomas M. Markus, City Manager  
(Approved as to substance)

  
Lauren 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)





# MI DEAL SALES ORDER

SALESPERSON: AARON FADDEN / 029  
ACCOUNT #: 2015487  
COUNTY: OAKLAND

CUSTOMER CONTACT:  
PO # (IF APPLICABLE):  
SHIP TO (IF APPLICABLE):

MI DEAL # 011B7700089  
DATE: OCTOBER 1, 2021

## PURCHASER:

CITY OF BIRMINGHAM  
851 S EATON ST  
BIRMINGHAM, MI 48009  
P: 248-530-1716

## SELLING BRANCH:

48545 Grand River, Novi, MI 48374  
Branch: (248) 349-9922

## FINANCE INFORMATION:

Financed by:  
Rate:  
Term:

## EQUIPMENT PURCHASED:

Eq. # / Part # / Item #	Product Notes	Unit Price	Discount %	Total Price
	CASE 721G ZBAR T4 FINAL	\$184,800.00	37%	\$117,927.78
734144	YGR ONLY QUICK PICK	(\$7,000.00)	37%	(\$4,410.00)
424224	4-SPEED TRANSMISSION	\$0.00	37%	\$0.00
782122	LIMITED SLIP DIFFERENTIALS	\$0.00	37%	\$0.00
482585	COOLING SYSTEM W/REVERSING FAN	\$0.00	37%	\$0.00



# MI DEAL SALES ORDER

734152	ENHANCED CAB COMFORT	\$1,444.00	37%	\$909.72
734154	ENHANCED VISIBILITY BUNDLE	\$2,823.00	37%	\$1,778.49
782441	STANDARD HYDRAULIC STEERING	\$0.00	37%	\$0.00
734055	JOYSTICK WITH 2 AUX FUNCTION	\$1,560.00	37%	\$982.80
782510	STANDARD FENDERS w/LH/RH STEPS	\$452.00	37%	\$284.76
482595	NO TIRE BRAND PREFERENCE	\$0.00	37%	\$0.00
9420438	20.5R25 L2 RADIAL (3 PC RIM)	\$5,035.00	37%	\$3,172.05
734000	3.0 CU YD W/CNH COUPLER (ACS)	\$15,206.00	37%	\$9,579.78

Revised 2.25.20

Page 2

(800) 798-6436 | southeasternequip.com

All information and prices are subject to change prior to signed sales order. Description, specifications, hour meters and other information may differ from actuals. Any finance information presented on this quote is not a promise to finance or a guarantee of rates.



# MI DEAL SALES ORDER

482105	ENGLISH LITERATURE	\$0.00	37%	\$0.00
414123	EJECTOR TYPE PRECLEANER	\$441.00	37%	\$277.83
782503	RIDE CONTROL	\$0.00	37%	\$0.00
734038	3 YEAR ADVANCED SITEWATCH	\$0.00	37%	\$0.00
482077	Skid Plate / Transmission Guard	\$1,000.00	37%	\$630.00
	Radio is Included in enhanced cab	\$0.00	%	\$0.00
	LED lights are included in Enhanced visibility	\$0.00	%	\$0.00
	Filters & Wheel + Tire Spare	\$3,038.15	%	\$3,038.15

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All information and prices are subject to change prior to signed sales order. Description, specifications, hour meters and other information may differ from actuals. Any finance information presented on this quote is not a promise to finance or a guarantee of rates.





## MI DEAL SALES ORDER

	Auto-Lube system & install	\$7,175.00	%	\$7,175.00
48140795	Accessory Line Kit for Hydraulics	\$1,185.00	%	\$1,185.00

### NOTES:

### EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type:  
Warranty Detail:

Delivery Method: Hired Truck  
Delivery Date:  
Delivery Info:

### TRADE-IN EQUIPMENT:

Year	Manufacturer	Model	Eq. ID	Trade-In Allowance
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(TOTALS, TERMS AND CONDITIONS, AND SIGNATURES ON FOLLOWING PAGE)



## MI DEAL SALES ORDER

A. Definitions: Seller is Southeastern Equipment Co. Inc.; Purchaser is the entity denoted above in the box titled purchaser, collectively Seller and Purchaser may be referred to as Parties; Equipment is new or used equipment being purchased by Purchaser; Trade-In Equipment is equipment being sold by Purchaser to Seller in exchange for a credit only applied to this sale; and Agreement is this contract for the sale and Trade-In of equipment between the Parties.

B. Price and Payment. Seller hereby does sell, convey and transfer title to Purchaser for Equipment upon full payment of the Balance Due, as calculated and noted on this Agreement. Purchaser shall remit payment to Seller by cash, check, electronic wire, ACH or other reasonable commercially acceptable method of payment within thirty (30) days of Delivery of Equipment if Purchaser has established line of credit with Seller or immediately upon Delivery of Equipment if no line of credit is established. Any amount past due will be assessed a 1.5% per month service charge until paid in full or the maximum amount permitted by law, whichever is less. The total price owed for the Equipment, charges, and taxes is the Total Amount Due less any down payment, purchaser accepts this to be a fair and accurate price for Equipment and related costs associated with this Agreement. Seller has made every effort to include sales taxes and other applicable taxes in the Total Amount Due, however any additional taxes owed because of the sale are the responsibility of the Purchaser. SOUTHEASTERN EQUIPMENT CO., INC. (SELLER) RETAINS A SECURITY INTEREST IN THE PURCHASED GOODS UNTIL THE FULL PURCHASE PRICE IS RECEIVED BY SELLER.

C. Delivery of Equipment. Seller will make Equipment available according to the delivery instructions contained herein, if no instructions are included, the Seller will make Equipment available at the location where the Equipment is located. Purchaser is responsible for all shipping and trucking costs, including loading and unloading, permits and other expenses. Costs may be included in the Total Amount Due if trucking has been predetermined. Any change in delivery location may result in additional charges to be borne by Purchaser. Special order Equipment will be made available once delivery is received by Seller for Equipment supplier. Unless Seller is using Seller's in-house trucking services, Equipment is delivered FOB Seller's location. Seller reserves the right to subcontract or assign Seller's obligation to deliver Equipment. Seller reserves the right to substitute Equipment that is the same year, condition, make, model, with ten (10) hours on the hour meter, and of the same or better configuration without breach of this Agreement or notice.

D. Condition of Equipment. ALL EQUIPMENT IS SOLD AS IS, WHERE IS UNLESS WARRANTY IN THIS AGREEMENT. SELLER AND MANUFACTURER MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS, EXCEPT FOR WARRANTY EXPRESSLY MADE ON THIS AGREEMENT. Manufacturer warranty does not in itself create a warranty by Seller. Any reference to hour meters on used equipment is for informational purposes only. Purchaser should inspect any used equipment prior to purchase. Purchaser acknowledges warning and responsibility for inspecting all equipment and ensuring equipment meets any and all applicable safety and operational guidelines and laws for use, including the standards set forth in the federal Occupational Safety and Health Act of 1970, as amended and restated.

E. Trade-In Equipment. If Trade-In Equipment is included on this Agreement, Purchaser hereby bargains, sells and conveys unto Seller the Trade-In Equipment and represents and warrants that Purchaser has marketable title free and clear of any encumbrances, liens, and security interests except to the extent included in the trade payoff number and fully disclosed to Seller. If Trade-In Equipment is not delivered to the Seller prior to delivery of the Equipment to Purchaser, the Trade-In Equipment may be repossessed at the sole discretion of Seller and such repossession value shall determine the allowance made for such Trade-In Equipment. In the event the Trade-In Equipment appraisal value is less than the original allowance for said equipment, the Purchaser may terminate this order, however, termination will only be valid if received prior to delivery of Equipment.

Accepted for Seller by:

Sign: TJ Gleason Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

CUSTOMER P.O.:

SALES ORDER TOTALS	
Total Equipment Price	\$204,032.36
Total Trade-In Allowance	\$0.00
Trade-In Difference	\$204,032.36
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	\$3,809.62
Freight/Trucking	\$500.00
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$208,341.98
Sales Tax	
FET Tax	
Total Amount Due	\$208,341.98
Down Payment	
Balance Due	\$208,341.98

F. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY PURCHASER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE EQUIPMENT. Seller shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond Seller's reasonable control ("Force Majeure"). Force Majeure shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, and labor disputes. In the event delivery of Equipment is delayed more than thirty (30) days because of Force Majeure, Purchaser may cancel all or part of its purchase of Equipment.

G. Miscellaneous. This Agreement constitutes the complete agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like written or oral. This Agreement may not be modified or amended except in a writing signed by an authorized representative of the Seller and Purchaser. Use of headings in this Agreement are for convenience only and are not to be construed in the meaning of the instrument. This Agreement may be executed in counterparts and any scan, copy or facsimile will be deemed valid as an original copy. In the event any provision of this Agreement is determined to be unlawful or against public policy and found invalid or unenforceable, the remaining provisions will remain in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent breach. This Agreement, and all matters arising out of or relating to this Agreement, are governed by the laws of the State of Ohio. Any legal action or proceeding relating to this Agreement may only be brought within the jurisdiction of Cuyahoga County, Ohio.

H. Authority and Understanding. In signing this Sales Order, you represent that you have the authority to sign on behalf of the Purchaser for the purchase of Equipment and disposition of Trade-In Equipment, you have read and fully understand all terms of this Agreement, and you acknowledge receipt of a fully complete and accurate copy of this Agreement and waive notice of the acceptance or rejection of the Purchaser's offer by the Seller.

Purchaser (CITY OF BIRMINGHAM):

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



CNH Industrial America LLC  
and CNH Industrial Canada, Ltd.

## WARRANTY AND LIMITATION OF LIABILITY AGREEMENT HEAVY - CASE CONSTRUCTION EQUIPMENT

### The Case Warranty

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer is expected to review the warranty coverage with the initial retail purchaser and obtain his/her signature on this document.

### New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "Case" for the Case Construction Brand. This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

### Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

CASE HEAVY PRODUCT	BASE WARRANTY	EXTENDED WARRANTY	Notes*
COMPACTION EQUIPMENT - SINGLE OR DOUBLE DRUM Cummins / Deutz / Yanmar / Kubota Engines (Warranty through engine manufacturer)	12 Mo. / Unlimited Hrs	24 Mo. / 2000 Hrs	Notes 1
WHEEL LOADERS (Case ProCare Coverage) Case Engine (Warranty through Case)	12 Mo. / Unlimited Hrs	36 Mo. / 3000 Hrs 24 Mo. / 2000 Hrs	Notes 3, 4
MOTOR GRADERS (Case ProCare Coverage) Case Engine (Warranty through Case)	12 Mo. / Unlimited Hrs	36 Mo. / 3000 Hrs 24 Mo. / 2000 Hrs	Notes 3, 4
EXCAVATORS (Case ProCare Coverage) Isuzu Engines (Warranty through Case)	12 Mo. / 1800 Hrs	36 Mo. / 3000 Hrs 24 Mo. / 2000 Hrs	Notes 2, 3, 4
CRAWLER DOZERS (Case ProCare Coverage) Case Engines (Warranty through Case)	12 Mo. / Unlimited Hrs	36 Mo. / 3000 Hrs 24 Mo. / 2000 Hrs	Notes 3, 4

- 1) Engine coverage is provided directly by the engine manufacturer.
- 2) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments
- 3) Units equipped with factory standard telematics are authorized for Case ProCare extended coverage for an additional 24 months / 3000 total machine hours, whichever comes first
- 4) Engine warranty coverage is provided through Case.

### Operator's Manual / Warranty Receipt Verification

- YES ☐ / NO ☐ The selling dealer has reviewed the correct operator's manual with me and will provide the operator's manual upon delivery of the product.
- YES ☐ / NO ☐ The selling dealer has explained safety precautions to me.
- YES ☐ / NO ☐ The selling dealer has explained the warranty terms and coverage to me.
- YES ☐ / NO ☐ The selling dealer has explained Purchased Protection Plan options for additional coverage on select components.
- YES ☐ / NO ☐ Customer acknowledges that CNH Industrial America LLC/CNH Industrial Canada Ltd. may access and use diagnostic and telematics vehicle data for appropriate business purposes.

Model:	Serial Number:	Hours:	Ops man. Number:
Model:	Serial Number:	Hours:	Ops man. Number:
Model:	Serial Number:	Hours:	Ops man. Number:
Retail DATE:		Usage:	
Purchaser Name (please print):		Dealer Name:	
Address:		Address:	
City / State:		City / State:	
Zip code:		Zip code:	
Phone Number:		Phone Number:	

The answers checked above are correct. I acknowledge that I have read and I accept this warranty policy statement.

Purchaser Signature \_\_\_\_\_ Date \_\_\_\_\_

Dealer Signature  \_\_\_\_\_ Date \_\_\_\_\_

See page 2 for important limitations and exclusions

#### What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

#### No Modification or Extension of Warranty Period

The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

#### EXCLUSIVE REMEDY

THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.

#### This Warranty Is Void If

The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter. If any unit component has been modified beyond specification. If the unit is modified or used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

**Limitation and Exclusions** The Case Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

THIS DOCUMENT CONTAINS THE ENTIRE CASE WARRANTY. CASE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CASE WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.

#### Owner's Responsibility

The Case warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product operator's manual and the unit is operated within its rated capacity. Genuine Case service parts or Case approved service parts that meet Case specifications must be used for maintenance and repair.

#### What's Not Covered

- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, ignition points, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e.: outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a product improvement program or units classified as heavy and/or compaction products
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service performed by agents not approved by Case.
- Repairs arising from any unauthorized modification to the product or the use on non-CNH Industrial parts, implements, or attachments, including but not limited to performance changing (i.e., increasing horsepower or other modifications) and/or emissions defeating modifications.
- Removal, replacement, or installation of non-CNH Industrial optional equipment, attachments or components.
- Premiums charged for overtime labor costs or out of shop expenses.
- Economic loss including lost profits, crop loss, crop damages, equipment rental, contract delay, project expenses or other expenses or damages.
- Unauthorized modification or updating machines without a warrantable failure based on Service Bulletin information or production changes.
- Any and all costs of special tools
- Any and all costs of dealer shop supplies incurred with repairs, including but not limited to: solvents, cleaners, anti-seize lubricants, loctite, sealant, adhesive, oil-dry, shop towels, etc. Sealant or adhesive may qualify for warranty reimbursement in certain applications requiring a large volume of sealant/ adhesive.
- Failure of the machine, its implements or attachments caused by improper field application or loading.
- Any and all costs for coolant, fuel, or lube (oil) analysis including supplies and lab recommendations.
- Cost of initial setup or installation of any optional equipment or attachments to a unit.
- Cost associated with cleaning of machine in preparation for servicing

The signed WLL can be scanned and emailed as an attachment to [NA-WLL-AGREEMENT@CNHIND.COM](mailto:NA-WLL-AGREEMENT@CNHIND.COM) or can be mailed to:

USA mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, PO Box 1700 New Holland, PA 17557  
 USA Overnight courier mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 500 Diller Ave., New Holland, PA 17557  
 Canada mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 4475 North Service Rd, Suite 301, Burlington, ON L7L4X7 Canada

Case is a registered trademark in the United States and many other countries, owned by or licensed to CNH Industrial N.V., its subsidiaries or affiliates.

## ATTACHMENT B



SOUTEQU-03

D1SR00K

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2021

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 License # 954553  
AssuredPartners of Ohio, LLC  
3900 Kinross Lakes Parkway #300  
Richfield, OH 44286

CONTACT NAME: Stephanie Rook

PHONE (A/C, No, Ext): (419) 747-8056

FAX (A/C, No): (419) 747-8629

E-MAIL Address: stephanie.rook@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Westfield National Insurance Company

24120

INSURER B: American Select Insurance Company

19992

INSURER C: AGCS Marine Ins. Co.

22837

INSURER D:

INSURER E:

INSURER F:

INSURED

Southeastern Equipment Co Inc.  
PO Box 536  
Cambridge, OH 43725-0536

## 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OH Empl Liability <input checked="" type="checkbox"/> \$1M/\$1M/\$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: X.C.U.		CMM4890920	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CMM4890920	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		CMM4890920	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in OH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCP4891157	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property		MZI93021893	8/1/2021	8/1/2022	Transit \$ 500,000
C	Property		MZI93021893	8/1/2021	8/1/2022	All Premises \$ 25,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

For Information Only

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

ACORD 25 (2016/03)

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## ATTACHMENT C



**VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2013 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS," as defined by law.

Vendor	
Legal Name	Southeastern Equipment Co Inc
Street Address	48545 Grand River
City	Novi
State, Zip	Michigan 48374
Corporate I.D. Number / State	34-1503254
Taxpayer I.D. #	89-032991

The undersigned, with 1) full knowledge of all of Vendor's business activities, 2) full knowledge of the requirements and possible penalties under the law (MCL 129.311 et seq.) and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

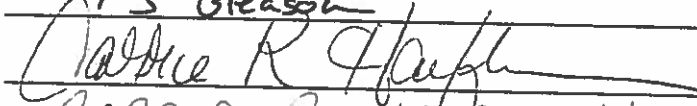
Signature of Vendor's  
Authorized Agent:



Printed Name of Vendor's  
Authorized Agent:

T. S. Gleason

Witness Signature:



Printed Name of Witness:

CARRIE R HAYFLICH





## **MEMORANDUM**

Clerk's Office

**DATE:** May 11, 2022  
**TO:** Thomas M. Markus, City Manager  
**FROM:** Alexandria Bingham, City Clerk  
**SUBJECT:** SOCWA Board of Trustees

---

### **INTRODUCTION:**

Article VII of the Articles of Incorporation of Southeastern Oakland County Water Authority (SOCWA) provides that each member municipality shall annually appoint a representative and an alternate to the Board of Trustees.

### **BACKGROUND:**

Historically, the City Commission has appointed the City Engineer as the Representative and Assistant City Engineer as the Alternate.

### **LEGAL REVIEW:**

n/a

### **FISCAL IMPACT:**

n/a

### **PUBLIC COMMUNICATIONS:**

Information regarding this appointment will be provided along with the agenda packet on the city website and public communication is permissible in accordance with standard commission procedure.

### **SUMMARY:**

The City Commission is being asked to appoint Consulting City Engineer Jim Surhigh to the SOCWA Board of Trustees as the Primary Representative and City Manager Thomas M. Markus Alternate Representative for the Fiscal year 2022/2023.

**ATTACHMENTS:**

May 2, 2022 letter from SOCWA

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to appoint Consulting Engineer Jim Surhigh as Representative and City Manager Thomas M. Markus as Alternative Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2022.



\* Berkley \* Beverly Hills \* Bingham Farms \* Birmingham  
\* Clawson \* Huntington Woods \* Lathrup Village \* Pleasant Ridge  
\* Royal Oak \* Southfield \* Southfield Township

May 2, 2022

Alexandria Bingham  
City Clerk  
City of Birmingham  
P.O. Box 3001  
Birmingham, MI 48012

Subject: Appointment of Representative & Alternate

Dear Ms. Bingham:

Article VII of the Articles of Incorporation of the Southeastern Oakland County Water Authority provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Birmingham are as follows:

Representative

J. Surhigh

Alternate

T. Markus

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Birmingham on the Board of Trustees of the Southeastern Oakland County Water Authority for the fiscal year beginning July 1, 2022.

Please forward a certified copy of this resolution to the Southeastern Oakland County Water Authority, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Jeffrey A. McKeen, P.E.  
General Manager

JAM/cf



## MEMORANDUM

Clerk's Office

**DATE:** May 11, 2022  
**TO:** Thomas M. Markus, City Manager  
**FROM:** Alexandria Bingham, City Clerk  
**SUBJECT:** SOCRRA Board of Trustees Representatives

---

### INTRODUCTION:

Article VII of the Articles of Incorporation of SOCRRA provides that each member municipality shall annually appoint a representative and an alternate to the Board of Trustees.

### BACKGROUND:

Since 2015 the City Commission has appointed the City Manager as the Representative and the DPS Director as the Alternate.

### LEGAL REVIEW:

n/a

### FISCAL IMPACT:

n/a

### PUBLIC COMMUNICATIONS:

Information regarding this appointment will be provided along with the agenda packet on the city website and public communication is permissible in accordance with standard commission procedure.

### SUMMARY:

The City Commission is being asked to appoint City Manager Tom Markus and DPS Director Wood to the SOCRRA Board of Trustees as Representative and Alternate respectively for Fiscal Year 2022/2023.

**ATTACHMENTS:**

May 2, 2022 letter from SOCRRA

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to appoint City Manager Thomas M. Markus as Representative and DPS Director Lauren Wood as Alternate Representative of the City of Birmingham on the SOCRRA Board of Trustee for the fiscal year starting July 1, 2022.





Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

May 2, 2022

Alexandria Bingham  
City Clerk  
City of Birmingham  
P.O. Box 3001  
Birmingham, MI 48012

Subject: Appointment of Representative & Alternate

Dear Ms. Bingham:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Birmingham are as follows:

Representative

T. Markus

Alternate

L. Wood

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Birmingham on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, 2022.

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jeffrey A. McKeen".

Jeffrey A. McKeen, P.E.  
General Manager

JAM/cf



## **MEMORANDUM**

**Clerk's Office**

**DATE:** May 23, 2022

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

**FROM:** Alexandria Bingham, Clerk

**SUBJECT:** Election Commission Delegation of Duties for August 2, 2022 and November 8, 2022 Elections to City Clerk and Authorized Assistants

---

### **INTRODUCTION:**

The City Commission, per the Birmingham City Charter, functions as the City's Election Commission. Pursuant to State law, the Election Commission is responsible for conducting certain election duties. The law allows the Election Commission to delegate certain of those duties to the City Clerk and her authorized assistants.

### **BACKGROUND:**

The Birmingham City Charter names the City Commission as the Election Commission:

Chapter IV. - Registrations, Nominations and Elections

Section 22. - [Election Commission]

The city commission shall constitute the election commission for the city and shall perform all of the duties required of the city election commissions by the general laws of the state. It shall appoint the inspectors of election and fix their compensation.

The Election Officials' Manual of the Michigan Bureau of Elections (BOE) cites the duties of a city election commission and draws distinctions between those which must be conducted by the election commission and those which may be delegated to the City Clerk and her authorized assistants. The BOE recommends that the election commission document the delegation of its duties.

### **LEGAL REVIEW:**

n/a

### **FISCAL IMPACT:**

n/a

**PUBLIC COMMUNICATIONS:**

Information regarding this resolution will be provided along with the agenda packet on the city website and public communication is permissible in accordance with standard commission procedure.

**SUMMARY:**

It is recommended that the Birmingham City Commission, acting as the Election Commission, delegate to the City Clerk and her authorized assistants certain election duties as allowed by the Michigan BOE and State law.

**ATTACHMENTS:**

Excerpt from the Election Officials' Manual of the Michigan Bureau of Elections listing duties that may be delegated.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to delegate to the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the following duties of the election commission for the August 2, 2022 and November 8, 2022 elections:

- Preparing meeting materials for the election commission, including ballot proofs for approval and a listing of election inspectors for appointment;
- Contracting for the preparation, printing and delivery of ballots;
- Providing candidates and the Secretary of State with proof copies of ballots;
- Providing election supplies and ballot containers; and
- Preliminary logic and accuracy testing.

## CITY AND TOWNSHIP ELECTION COMMISSIONS:

City	Township	Charter Township
<ul style="list-style-type: none"><li>• Clerk</li><li>• Attorney</li><li>• Assessor</li></ul>	<ul style="list-style-type: none"><li>• Clerk</li><li>• Supervisor</li><li>• Treasurer</li></ul>	<ul style="list-style-type: none"><li>• Clerk</li><li>• Two Trustees Appointed by the Township Board</li></ul>

**Note:** The chart above outlines the composition of the local election commissions based on your jurisdiction's form of government. The only exception to the composition of the local election commission must be provided by a city charter.

### City and Township Election Commission members are responsible for the following:

- Establishing precincts, including temporary precinct consolidations for non-State/ Federal elections;
- Establishing Absent Voter Counting Boards (AVCBs);
- Assessing voting equipment needs;
- Performing logic and accuracy testing for voting equipment. **NOTE:** Even if the county performs the programming for the local jurisdictions, it is still the responsibility of the local election commission to conduct pre-election logic and accuracy testing for their voting equipment prior to each election. Preliminary testing may be delegated to the local clerk; however, public accuracy testing must be conducted by the election commission or each members' designated representative.
- Authorizing the printing and provision of ballots for use in city, township, village and certain school district elections;
- Providing election supplies (including forms and ballot containers);
- Appointing precinct inspectors prior to each election, including AVCB members, Receiving Board members, precinct chairpersons and alternates; note that certified election inspectors must be appointed at least 21 days prior to the election and no more than 40 days prior to each election;
- Notifying major political parties of the appointment of election inspectors in federal and state elections; and
- Carrying out other election related duties for their respective jurisdictions.

## **Election Commission Responsibilities that should be handled via an Open Meeting by Election**

### **Commission Members:**

- Approving of ballots
- Appointing precinct inspectors
- Public Accuracy Test
- Precinct Changes / Consolidations
- Adoption of resolution outlining delegated duties

## **Election Commission Duties that may be delegated to the Local Clerk or authorized assistant**

**(note: Delegated duties should be documented via resolution):**

- Preparing meeting materials for the Election Commission (ballots proof for approval, list of election inspectors for appointment, etc.)
- Preparing, printing and delivering ballots
- Providing candidates and the Secretary of State with proof copies of ballots
- Providing notice to voters in the case of precinct changes/consolidations
- Providing election supplies and ballot containers
- Preliminary logic and accuracy testing
- Notifying major political parties of certified precinct Inspector appointments (federal and state elections only)

**SCHOOL ELECTION COORDINATING COMMITTEE:** Every school district has a School Election Coordinating Committee responsible for determining the details of how special school elections will be administered. The School Election Coordinating Committee is composed of a school election coordinator, the secretary of the school board and the clerks of all jurisdictions covered by the school district. For a school district wholly contained within a single jurisdiction, that clerk is the school election coordinator. In a school district that crosses jurisdiction lines the county clerk is the coordinator.

## **TYPES OF ELECTIONS**

There are several types of elections conducted in Michigan. The following is an overview of the various types.

# CHAPTER 9 ELECTION BALLOTS

## TABLE CONTENTS

Ballot Proofing and Michigan Ballot Production Standards .....	1
Candidate Name Rotations .....	3
Office Order .....	4
Partisan Ballot .....	5
Nonpartisan Ballot .....	6

## BALLOT PROOFING AND MICHIGAN BALLOT PRODUCTION STANDARDS: All ballots

must be prepared in conformance with Michigan's Ballots Production Standards. Adherence to the standards is compulsory for all election officials and vendors. A copy of the standards can be found on the Bureau of Elections website at [www.michigan.gov/elections](http://www.michigan.gov/elections); under "Information for Election Administrators".

Election ballots must always be carefully proofed to ensure that 1) they conform to all required legal and technical standards and 2) they are free of errors and omissions. The importance of ballot proofing cannot be over emphasized!

**County Election Commission's Responsibilities:** Ballots prepared for use at federal, state and countywide elections and certain school district elections are printed by the authority of the County Election Commission.

**Local Election Commission's Responsibilities:** Ballots prepared for use at city, township, village and certain school district elections are printed by the authority of the City, Township or County Election Commission.

Before the ballots are printed, the printer returns copies of the ballots to the appropriate Election Commission. The Commission is responsible for checking the various proof ballots to make sure that they are free of errors and omissions. A comprehensive check should include a careful review of the following:

- Ensure all office, candidates, and proposals are included
- Verify proper splits within a precinct
- Ballot heading including: 1) OFFICIAL BALLOT 2) election type 3) election date 4) county name, state 5) jurisdiction name and 6) precinct number
- Section headers – e.g.: PARTISAN SECTION, NONPARTISAN SECTION and PROPOSAL SECTION
- Office and proposal divisions – e.g.: STATE, COUNTY, CITY, TOWNSHIP
- Office titles – e.g.: CLERK, TREASURER, TRUSTEE
- Number to be elected – e.g.: Vote for not more than 1
- Placement of candidate names; form and spelling of candidate names; candidate name rotations; placement of special ballot designations
- Presentation and wording of ballot proposals

Proofing ballots is a tedious and time-consuming task – but the problems and embarrassment a complete proofing job can save on Election Day makes the task well worth the effort. If the Commission delegates ballot proofing to members of the clerk's staff, the task should be assigned to those in the office with the best eye for detail.

***Responsibilities of Candidates and Department of State:*** Immediately after the proof ballots are delivered to the Election Commission, they forward the proofs to the Department of State's Bureau of Elections in Lansing for approval. The Commission also sends each candidate a proof ballot which lists the candidate's name.

- After sending proof ballots prepared for a state election, the county clerk must sign an affidavit that attests that proof ballots were mailed as required. The affidavit must list the candidates to whom the ballots were mailed, the addresses to which the ballots were mailed, and the dates on which the ballots were mailed.
- The Department of State's Bureau of Elections inspects the form of the proof ballots received from each Election Commission. (The Bureau of Elections does *not* check candidate name spellings or that all required offices are on the ballot.) If the ballots are in the proper form, the Bureau of Elections grants its approval of the ballots; if the ballots are not in the proper form, the Bureau of Elections





## MEMORANDUM

City Clerk

**DATE:** May 23, 2022

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

**FROM:** Alexandria Bingham, City Clerk

**SUBJECT: Advisory Parking Committee - Set Public Hearing**

---

### INTRODUCTION:

The Advisory Parking Committee's resident shopper member, Aaron Black, has not participated in a meeting nor responded to multiple attempts to contact him since the committee's December 1, 2021 meeting.

### BACKGROUND:

Aaron Black was unanimously appointed to Birmingham's Advisory Parking Committee on December 8, 2020, as the resident shopper member. At the time, he was general manager of the Daxton Hotel and a Birmingham resident. In 2021, he attended six of the committee's nine meetings. In January 2022, city staff learned that Mr. Black was no longer employed by the Daxton. Meeting notices and inquiries sent to his Daxton hotel email address began to be returned as undeliverable. Multiple attempts to reach him by telephone also failed because his voicemail is full. He has been absent from each of the committee's three meetings in 2022. He is also currently not a registered voter in Birmingham, which calls into question his qualification as a resident shopper.

### LEGAL REVIEW:

The Advisory Parking Committee was established by Resolution No. 08-882-84, in August of 1984. The Birmingham City Commission shall appoint the Advisory Parking Committee consisting of nine (9) members, each to be appointed for a three (3) year term. There are different memberships depending upon representation, one (1) member of which is a resident shopper. The City Clerk has made it known that the resident shopper in question has failed to appear at the majority of the meetings of the Advisory Parking Committee, and has been unreachable since the beginning of this year.

The City Commission may remove members of the Advisory Parking Committee for cause. This determination of cause must be addressed at a public hearing at a time set by the City Commission. This necessity of cause to be determined at a public hearing is in concert with state law requirements and the resolution creating the Advisory Parking Committee. Therefore, the proper process is that the City Commission should hold a public hearing in order to determine

whether this member has failed to perform his/her duties in line with an active membership of the Advisory Parking Committee. If cause for removal is determined at the public hearing, then the City Commission may then move forward with the process to fill the vacancy.

**FISCAL IMPACT:**

None

**PUBLIC COMMUNICATIONS:**

A legal ad will be placed in a newspaper of local circulation to advertise the nature of the public hearing at least 14 days in advance of the June 27, 2022 City Commission meeting. A letter notifying Mr. Black of the hearing will be mailed to his last known home address in Birmingham.

**SUMMARY:**

The current resident shopper member of the Birmingham Advisory Parking Committee has missed its last three meetings. Numerous attempts to contact him have been unsuccessful, making it impossible to obtain his resignation from the committee. Consequently, the commission is being asked to set a public hearing date of June 27, 2022 to consider his removal from the resident shopper position on the Advisory Parking Committee for cause to be determined at the public hearing.

**ATTACHMENTS:**

1. APC attendance record
2. Excerpt of December 7, 2020 City Commission minutes detailing Mr. Black's appointment
3. Mr. Black's December 3, 2020 application
4. APC roster
5. APC source resolution and amendments

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to set a public hearing date of June 27, 2022 to consider the removal of Aaron Black from the Advisory Parking Committee for cause to be determined at the public hearing.

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

		Name of Board: Advisory Parking Committee					Year: 2022										
		Members Required for Quorum: 4															
MEMBER NAME	JAN	FEB	MAR	APR	MAY	June	6/16	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	Mtgs.	Absent	Attended
<b>REGULAR MEMBERS</b>																	
Astrein, Richard	CM	P	CM	P	P										3	0	100%
Kalczynski, Steven	CM	P	CM	P	P										3	0	100%
Krueger, Lisa	CM	P	CM	A	P										2	1	67%
Paskiewicz, Judith	CM	P	CM	P	P										3	0	100%
Vaitas, Al	CM	P	CM	P	P										3	0	100%
Black, Aaron	CM	A	CM	A	A										0	3	0%
Silverman, Lisa	CM	P	CM	P	P										3	0	100%
Cobb, Kelly	NA	NA	NA	NA	P										1	0	100%
<b>ALTERNATES</b>																	
Yert, Jennifer (8/2018)	CM	P	CM	P	P										3	0	100%
Petcoff, Mary-Claire	CM	P	CM	P	P										3	0	100%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	0	8	0	7	9	0	0	0	0	0	0	0	0	0			
<b>KEY:</b>		<b>A = Member absent</b> <b>P = Member present or available</b> <b>CP = Member available, but meeting canceled for lack of quorum</b> <b>CA = Member not available and meeting was canceled for lack of quorum</b> <b>NA = Member not appointed at that time</b> <b>NM = No meeting scheduled that month</b> <b>CM = Meeting canceled for lack of business items</b>															
															<b>Department Head Signature</b>		

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Advisory Parking Committee Year: 2021  
Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	6/2	6/16	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	Mtgs.	Absent	Attended
REGULAR MEMBERS																	
Astrein, Richard	CM	CM	P	P	P	P	P	NM	P	P	P	CM	P		9	0	100%
Honhart, Anne	CM	CM	A	A	A	A	A	NM	A	NA	NA	CM	NA		0	6	0%
Kalczynski, Steven	CM	CM	P	P	A	P	P	NM	A	P	A	CM	P		6	3	67%
Krueger, Lisa	CM	CM	A	P	A	P	P	NM	P	A	P	CM	A		5	4	56%
Paskiewicz, Judith	CM	CM	A	A	P	A	P	NM	A	A	P	CM	P		4	5	44%
Vaitas, Al	CM	CM	P	P	P	P	P	NM	P	P	A	CM	P		8	1	89%
Black, Aaron	CM	CM	P	A	P	A	P	NM	P	A	P	CM	P		6	3	67%
Silverman, Lisa	CM	CM	P	P	P	P	A	NM	P	P	P	CM	P		8	1	89%
Nasserian, Sarshar	CM	CM	NA	NA	NA	NA	NA	NA	NA	A	A	CM	A		0	3	0%
ALTERNATES																	
Yert, Jennifer (8/2018)	CM	CM	P	A	P	A	P	NM	P	P	A	CM	P		6	3	67%
Petcoff, Mary-Claire	CM	CM	P	P	P	P	P	NM	P	P	A	CM	A		7	2	78%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	0	0	7	6	7	6	8	0	7	6	5	0	7	0			

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

Department Head Signature

**EXCERPT FROM BIRMINGHAM CITY COMMISSION MINUTES – December 7, 2022**  
**12-262-20                      Appointment of Aaron Black to the Advisory Parking Committee**

The Commission interviewed Aaron Black for the appointment.

Noting Mr. Black's position as the General Manager of the soon-to-open The Daxton hotel, Commissioner Host asked Mr. Black how he would reconcile the interest The Daxton has in a variety of parking matters with his service on the APC. Commissioner Host stated it could be a significant source of potential conflicts of interest.

Mr. Black stated that The Daxton's success will be tied to the thriving of all the businesses in close proximity to the hotel. He said that serving on the APC would afford him more opportunities to be a good listener and a good neighbor to the Birmingham business community.

Mayor Pro Tem Longe suggested Mr. Black be nominated as an alternate and not as a resident shopper since his background is not primarily that of a resident shopper.

Commissioner Sherman stated the Commission has had applicants in the past who meet the qualifications of more than one board position, and that the Commission has generally allowed any applicant to join a board in any position they qualify for. Since Mr. Black is a resident of Birmingham, Commissioner Sherman stated his serving as a resident shopper would be appropriate.

**MOTION:**        Nomination by Commissioner Sherman:

To appoint Aaron Black to the Advisory Parking Committee as a regular member who is a resident shopper to serve the remainder of a three-year term to expire September 4, 2022.

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

Nays,	None
-------	------



**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](http://www.bhamgov.org/boardopportunities).

(Please print clearly)

Board/Committee of Interest advisory parking committee

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

Name Aaron Black

Phone (248) 283-4200

Residential Address 2243 Dorchester Rd

Email \* ablack@daxtonhotel.com

Residential City, Zip 48009

Length of Residence 15 months

Business Address 298 S Old Woodward Ave

Occupation General Manager

Business City, Zip 48009

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

Have operated hotels in several challenging markets with heavy reliance on public and private parking options. Possess a strong empathy for own parking challenges and those of neighboring businesses.

List your related employment experience Have managed valet parking operations in 4 & 5 star service environments for over twenty years, in both large and small markets, resort & urban

List your related community activities None to this point. Active community engagement opportunities severely limited by COVID. In the past, I've sat on the board of the Business District and non-profit Land Trust.

List your related educational experience BA in Economics, but over 25yrs in hotel management is by far more relevant to the work performed by this committee.

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

Do you currently have a relative serving on the board/committee to which you have applied? n/a

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

aaron black

11/23/20

Signature of Applicant

Date

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



## 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 not qualify under any of the previous categories, and one resident shopper.

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

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

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Arpin</b>	<b>James J.</b>	313-949-0252	5/9/2022	9/4/2024
410 Southfield Road			Resident/Engineer/Consultant	
Birmingham	48009	<i>jjarpin@gmail.com</i>		
<b>Astrein</b>	<b>Richard</b>	(248) 399-4228	12/9/2019	9/4/2024
13125 Ludlow			BSD member	
Huntington Woods	48070	<i>richard@astreins.com</i>		
<b>Black</b>	<b>Aaron</b>	(248)283-4200	12/8/2020	9/4/2022
2243 Dorchester Rd			Resident shopper	
Birmingham	48009	<i>ablack@daxtonhotel.com</i>		



<b>Last Name</b>	<b>First Name</b>	<b>Home Business E-Mail</b>	<b>Appointed</b>	<b>Term Expires</b>
<b>Cobb</b> 2056 Dorchester Birmingham	<b>Kelly</b> 48009	(313)434-4413 <i>kellywcobb@gmail.com</i>	4/25/2022 Restaurant Owner	9/4/2023
<b>Kalczynski</b> 100 Townsend Birmingham	<b>Steven</b> 48009	(248) 642-7900 <i>skalczynski@yahoo.com</i>	11/26/2012 Large retail	9/4/2023
<b>Krueger</b> 348 Ferndale Ave Birmingham	<b>Lisa</b> 48009	(248) 921-0099 <i>lisakrug21@gmail.com</i>	3/30/2015 Downtown employee member	9/4/2023
<b>Paskiewicz</b> 560 Woodland Birmingham	<b>Judith</b> 48009	248-642-3337 <i>judithpaskiewicz@hotmail.com</i>	Professional firm	9/4/2022
<b>Petcoff</b> 463 Henley Birmingham	<b>Mary-Claire</b> 48009	(410)-991-1460 <i>mcp@wwrplaw.com</i>	12/21/2020 Alternate	9/4/2023
<b>Silverman</b> 1200 Latham Birmingham	<b>Lisa</b> 48009	248-642-3337 <i>lisas229@aol.com</i>	10/7/2019 Resident	9/4/2022
<b>Vaitas</b> 2633 Endsleigh Drive Bloomfield Village	<b>Algirdas</b> 48301	(248) 593-3177 <i>alvorth@aol.com</i>	11/13/2006 Small retail	9/4/2024
<b>Yert</b> 490 Park St. Birmingham	<b>Jennifer</b> 48009	617-308-0080 <i>sulesq@yahoo.com</i>	8/13/2018 Alternate (Downtown employee)	9/4/2023

**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



## MEMORANDUM

Planning Division

**DATE:** May 23, 2022

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

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Public Hearing for 2225 E. 14 Mile – Our Shepherd – Special Land Use Permit Amendment, Final Site Plan & Design Review

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### 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.

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. Due to a scheduling issue, the City Commission moved to reset the public hearing to May 23, 2022.

On May 10, 2022, the Board of Zoning Appeals moved to grant a dimensional variance of 997 ft. for parking lot screening along the north and east property lines and a dimensional variance of 3 ft. for parking lot light fixtures. Due to a noticing error, the variance requested for signage was

not reviewed by the Board of Zoning Appeals and is scheduled to return on June 14, 2022.

At this time, the applicant has submitted revised site plans that meet the conditions of the Planning Board and Board of Zoning Appeals with the exception of signage.

**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. Similar notices were provided for the Board of Zoning Appeals hearing. In addition, a second round of notices was sent out to advertise the public hearing at the City Commission on May 23, 2022.

**SUMMARY:**

The Planning Division requests that the City Commission 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
- Special Land Use Permit Contract
- Current Site/Design Plans
- Planning Board Review Documents
- Board of Zoning Appeals Documents
- Meeting Minutes

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve 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 with the following condition:

- The applicant must submit final sign design plans to the Planning Division that reflect the outcome of the Board of Zoning Appeals review. In the event that a signage variance is not granted, the applicant must submit revised plans that meet the requirements of the Sign Ordinance.

**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 Board of Zoning Appeals on May 10, 2022 granted a dimensional variance of 997 ft. for required parking lot screening and a dimensional variance of 3 ft. for parking lot pole lighting height;

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. Our Shepherd must submit final sign design plans to the Planning Division that reflect the outcome of the Board of Zoning Appeals review. In the event that a signage variance is not granted, the applicant must submit revised plans that meet the requirements of the Sign Ordinance;
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, 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 23, 2022.

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**Alexandria Bingham**  
**City Clerk**

# **Special Land Use Permit Contract**

**CONTRACT FOR A SPECIAL LAND USE PERMIT  
FOR 2225 E. 14 Mile – Our Shepherd Lutheran Church**

This Contract is entered into this 17 day of May, 2022 by and between Our Shepherd Lutheran Church, whose address is 2225 E. 14 Mile, (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

**R E C I T A L S:**

**WHEREAS**, a Special Land Use Permit Application was filed in January 2022 for approval of parking lot renovations, new signage and building exterior changes at a religious institution in the R2 (Single-Family) zoning district; and,

**WHEREAS**, the land for which the Special Land Use Permit Agreement is sought is located on the north side of 14 Mile, east of Melton; and,

**WHEREAS**, the land is zoned R2 (Single-Family Residential) which permits the operation of a religious institution 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 OUR SHEPHERD LUTHERAN CHURCH for the issuance of a Special Land Use Permit to a religious institution in accordance with Chapter 126, Article 2, Section 2.07 (2)(j).

**NOW, THEREFORE**, the parties agree as follows:

1. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the religious institution may be made unless approved by the City Commission through a Special Land Use Permit Amendment. Modifications include, but are not limited to, name changes, ownership changes, and remodeling, etc.

2. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

3. Licensee agrees that its failure to follow any of the provisions herein may be grounds for the Birmingham City Commission to revoke the Special Land Use Permit which would prohibit Licensee from operating the religious institution. Licensee agrees that in addition to the City of Birmingham's right to seek 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 revocation of the Special Land Use Permit, as well as enforcing such other rights



as may be available at law and/or in equity.

4. 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.

5. 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.

6. Any disputes arising under this Contract 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.

7. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

8. 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.

9. 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. OUR SHEPHERD LUTHERAN CHURCH 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.

10. Failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

11. Except as herein specifically provided, OUR SHEPHERD LUTHERAN CHURCH 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 LUTHERAN CHURCH to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

12. OUR SHEPHERD LUTHERAN CHURCH is recommended for the operation of a religious institution above all others, subject to final inspection.

13. 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.

Our Shepherd Lutheran Church  
(Licensee)

By: [Signature]  
Its: Director of Operations

Date: May 17, 2022

STATE OF MICHIGAN     )  
                                      ) ss:  
COUNTY OF OAKLAND    )

On this 17 day of May, 2022, before me personally appeared Dave Priskorn, who acknowledged that with authority on behalf of Our Shepherd Lutheran to do so he/she signed this Agreement.

[Signature]  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My commission expires: 12-14-2028

**CITY OF BIRMINGHAM**

By: \_\_\_\_\_  
Therese Longe, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

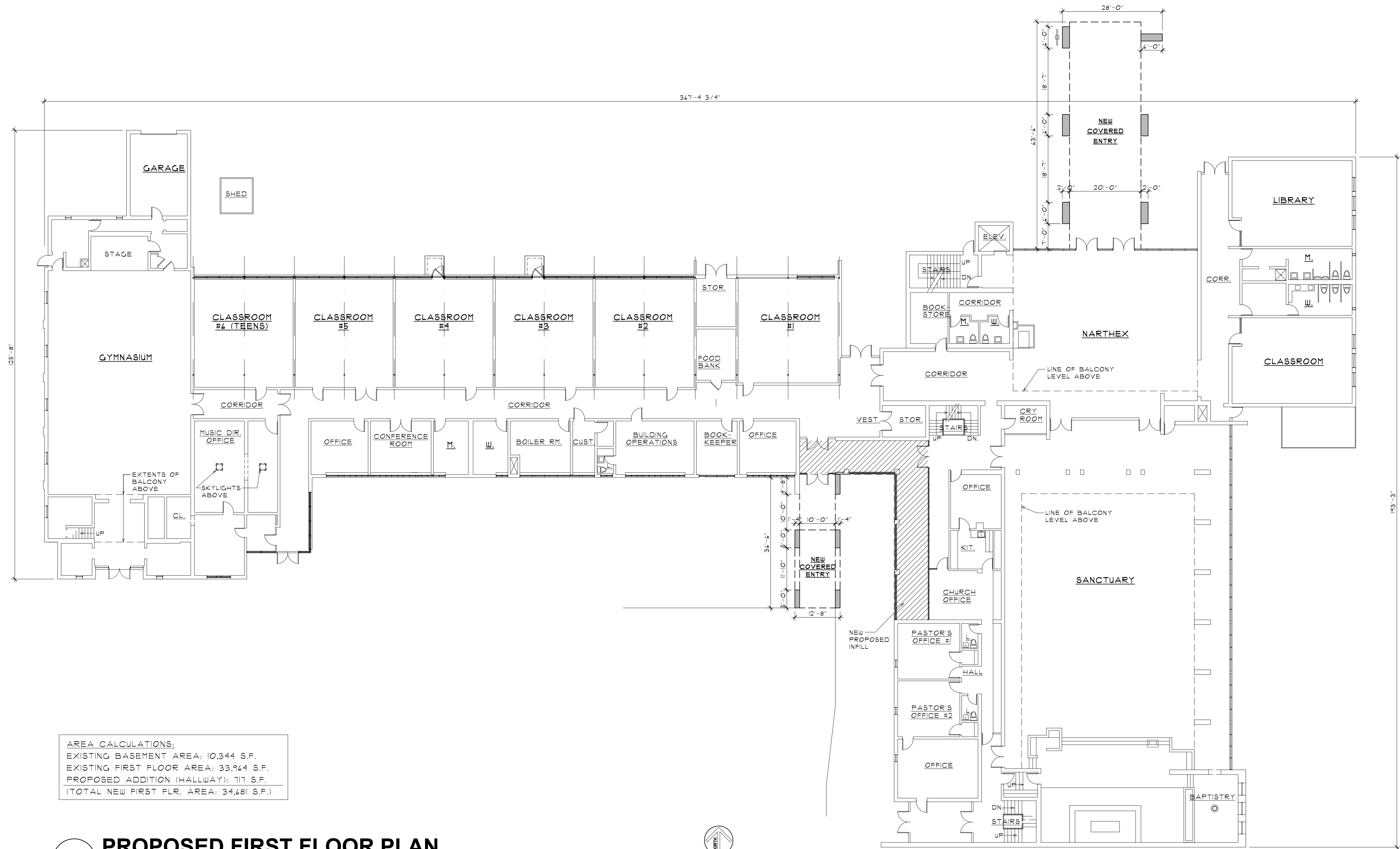
APPROVED:

[Signature]  
Thomas M. Markus, City Manager  
(Approved as to substance)

[Signature]  
Nicholas Dupuis, Planning Director  
(Approved as to substance)

[Signature]  
Mary M. Kucharek, City Attorney  
(Approved as to form)

## **Current Site/Design Plans**



AREA CALCULATIONS:  
EXISTING BASEMENT AREA: 10,344 S.F.  
EXISTING FIRST FLOOR AREA: 33,964 S.F.  
PROPOSED ADDITION (HALLWAY): 111 S.F.  
(TOTAL NEW FIRST FLR. AREA: 34,681 S.F.)

PROPOSED FIRST FLOOR PLAN

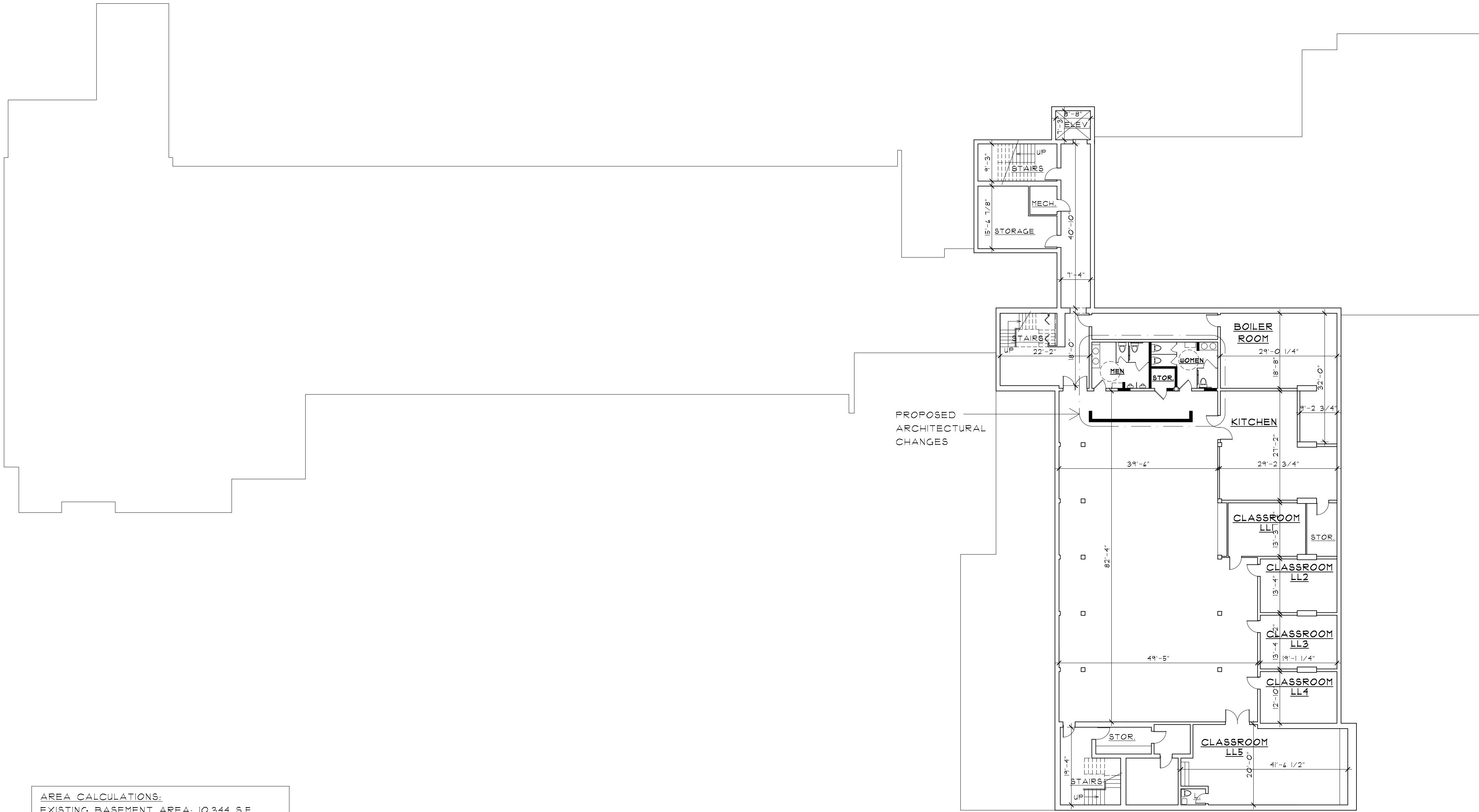
SCALE: 1/16" = 1'-0"

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  
(+/- 230,848 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.





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

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  
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- \*SMALL IDENTIFICATION SIGN  
@ NEW PORTE COCHERE.



DRAWN BY  
XX  
CAD FILENAME  
1949OSLC\_  
CHECKED BY  
XX  
JOB NUMBER  
1949  
DATE  
00-00-2016  
SHEET NUMBER  
A101

CLIENT/PROJECT  
OUR SHEPHERD LUTHERAN CHURCH  
2225 E. FOURTEEN MILE ROAD  
BIRMINGHAM, MICHIGAN

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ALEXANDER V.  
BOGAERTS & ASSOC.

PRELIMINARY  
06.01.21  
BIDS  
06.01.21  
PERMITS  
06.01.21  
CONSTRUCTION  
06.01.21

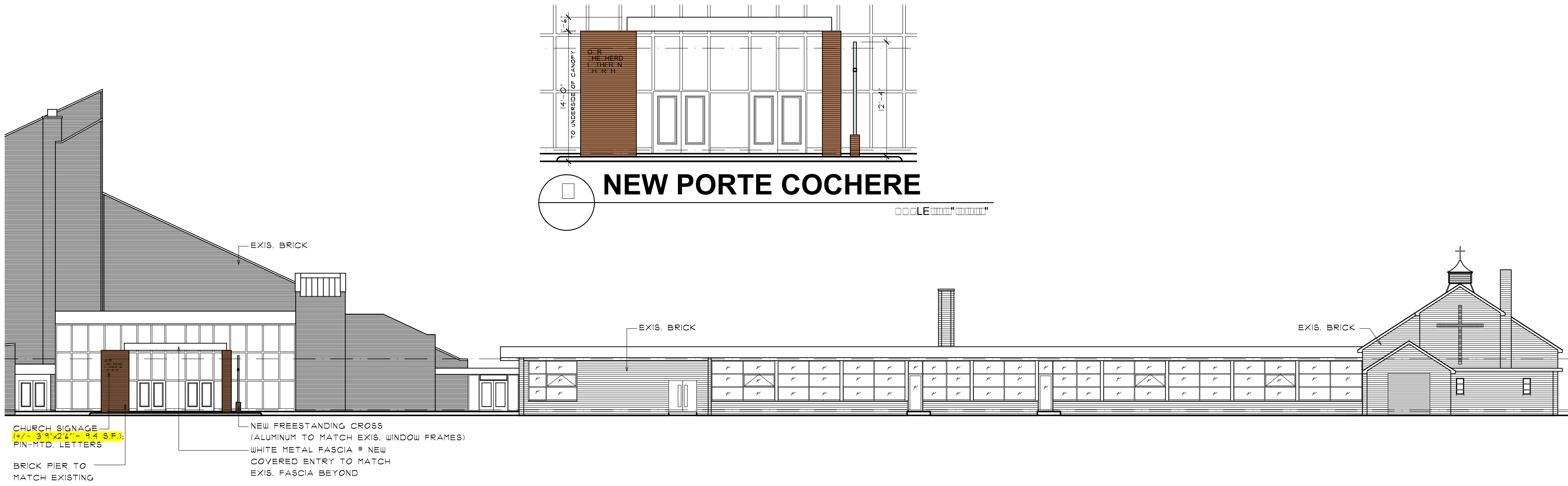
REVISIONS  
01-XX-2022  
SLUP PB SUBMIT.

SHEET TITLE  
BASEMENT PLAN  
PRELIMINARY

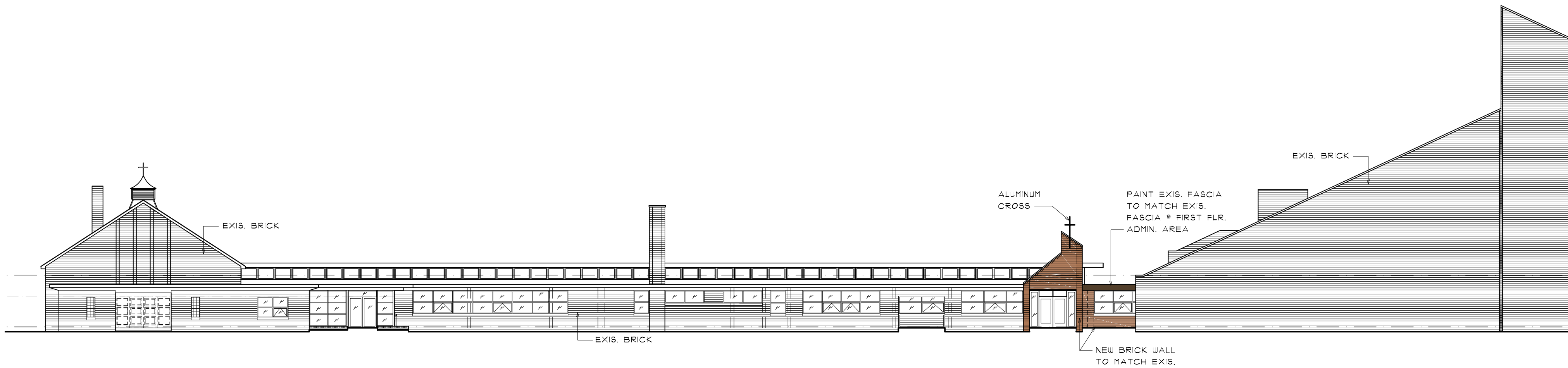
Alexander V. Bogaerts + Associates, P.C. • Architecture • Planning • Interior Design

2445 Franklin Road  
Bloomfield Hills, MI 48302  
248 • 334 • 5000

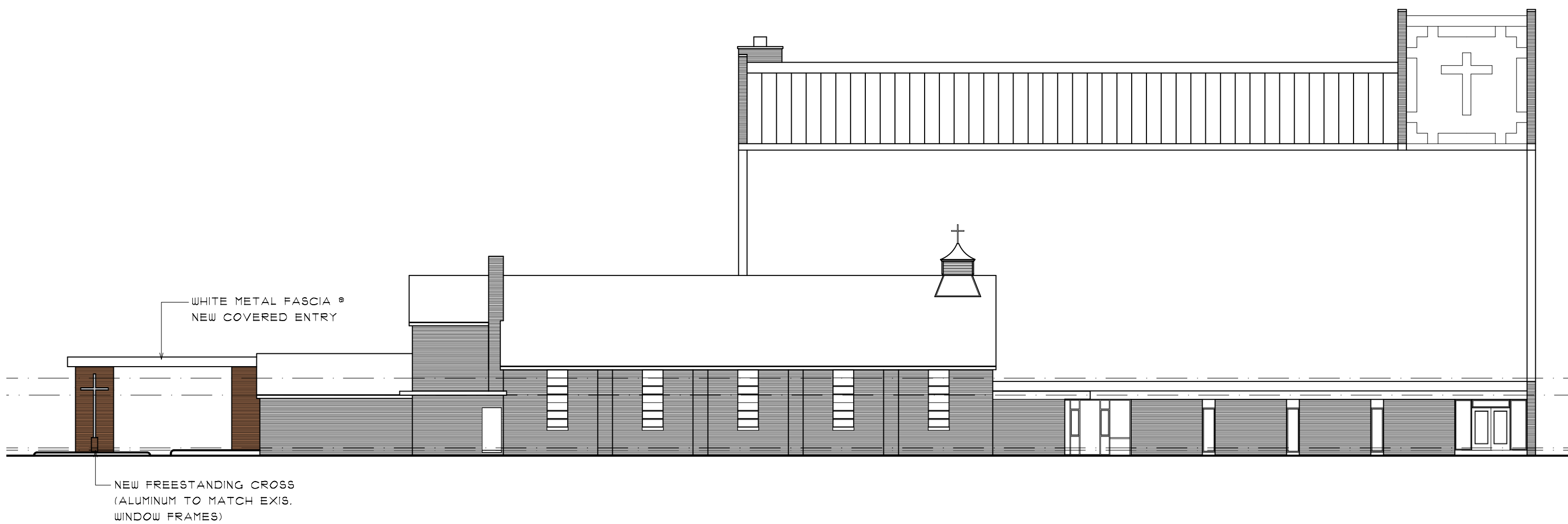




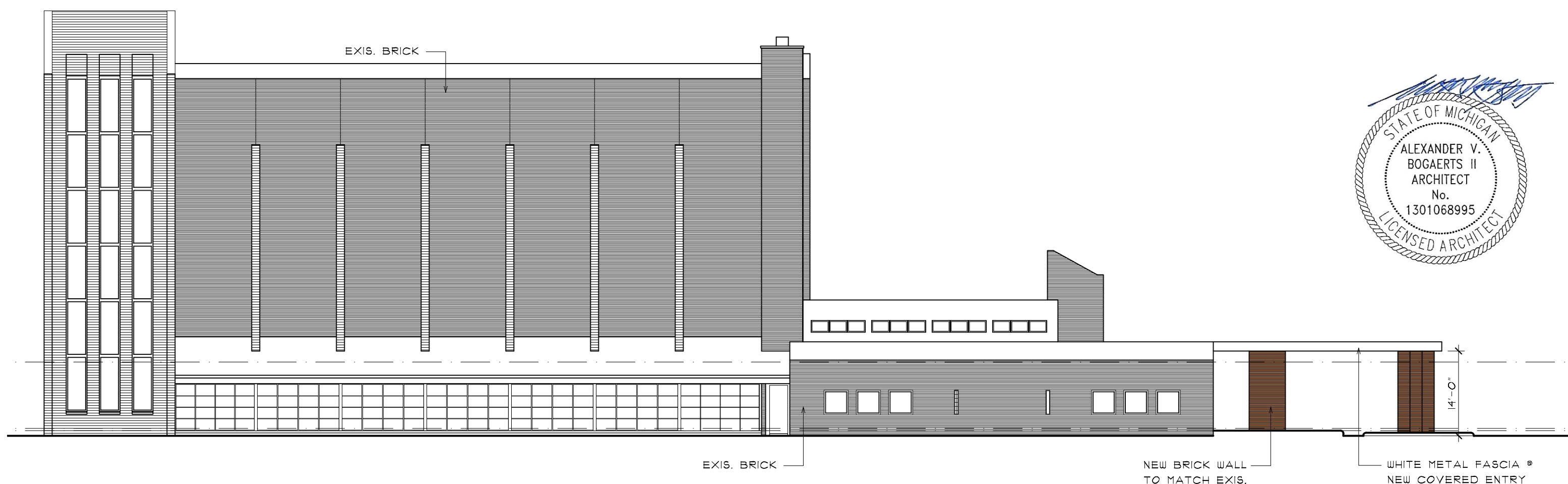
**NORTH ELEVATION**



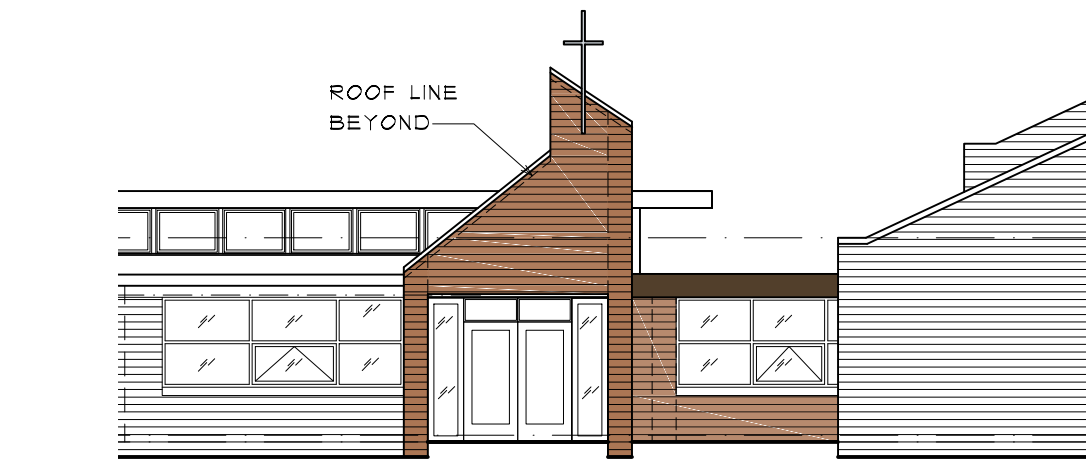
**SOUTH ELEVATION**



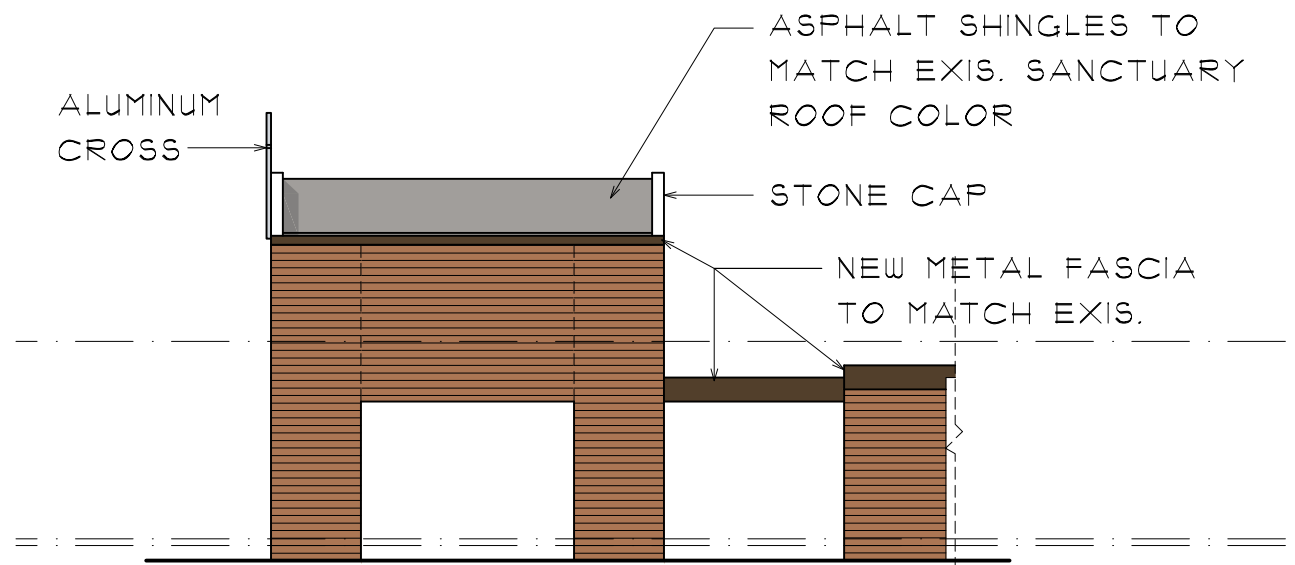
**PARTIAL WEST ELEVATION**



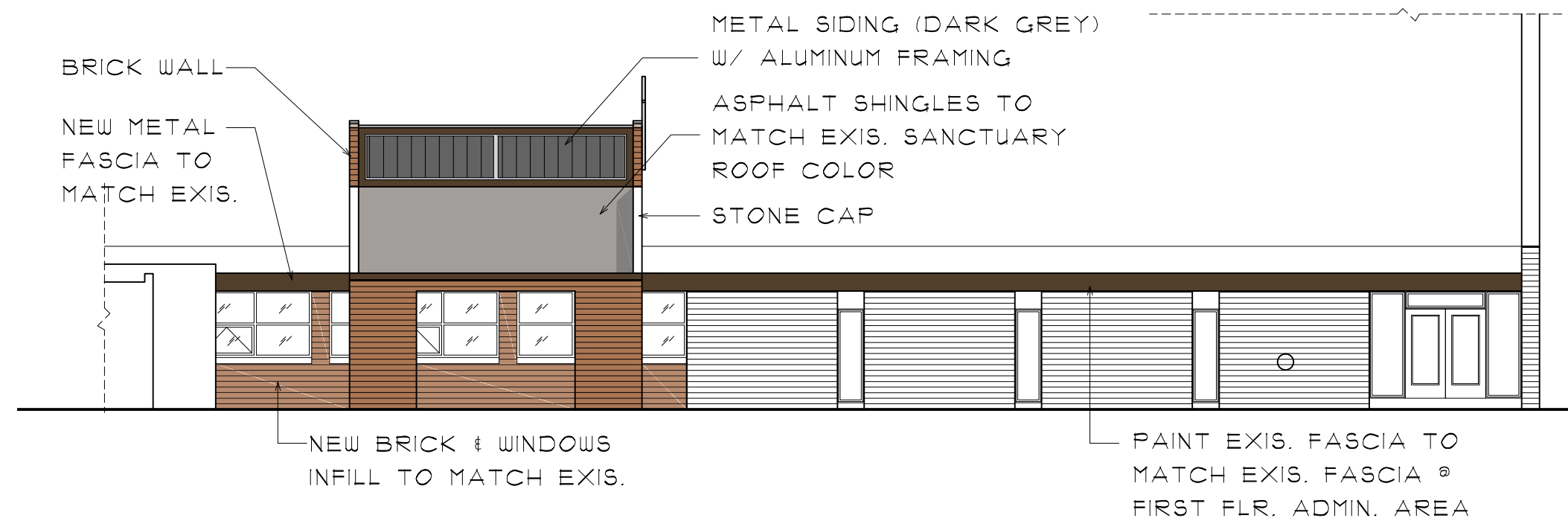
**PARTIAL EAST ELEVATION**



**NEW COVERED ENTRY & DOOR**



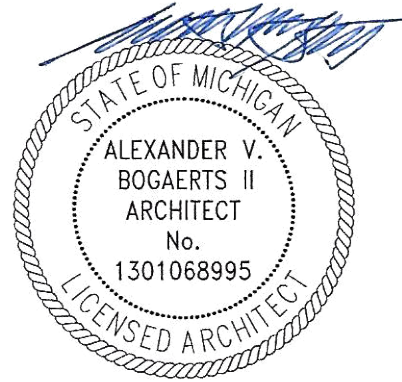
**RIGHT SIDE OF NEW COVERED ENTRY**



**VIEW BEYOND @ NEW COVERED ENTRY**

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  
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    - 6.3. AT NEW BLVD. DRIVE  
ENTRY \* S-E CORNER  
OF SITE.
- \*SMALL IDENTIFICATION SIGN  
\* NEW PORTE COCHERE.



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OUR SHEPHERD LUTHERAN CHURCH  
2225 E. FOURTEEN MILE ROAD  
BIRMINGHAM, MICHIGAN

2445 Franklin Road  
Bloomfield Hills, MI 48302

248 • 334 • 5000

PROPOSED ELEVATIONS  
PRELIMINARY

PRELIMINARY

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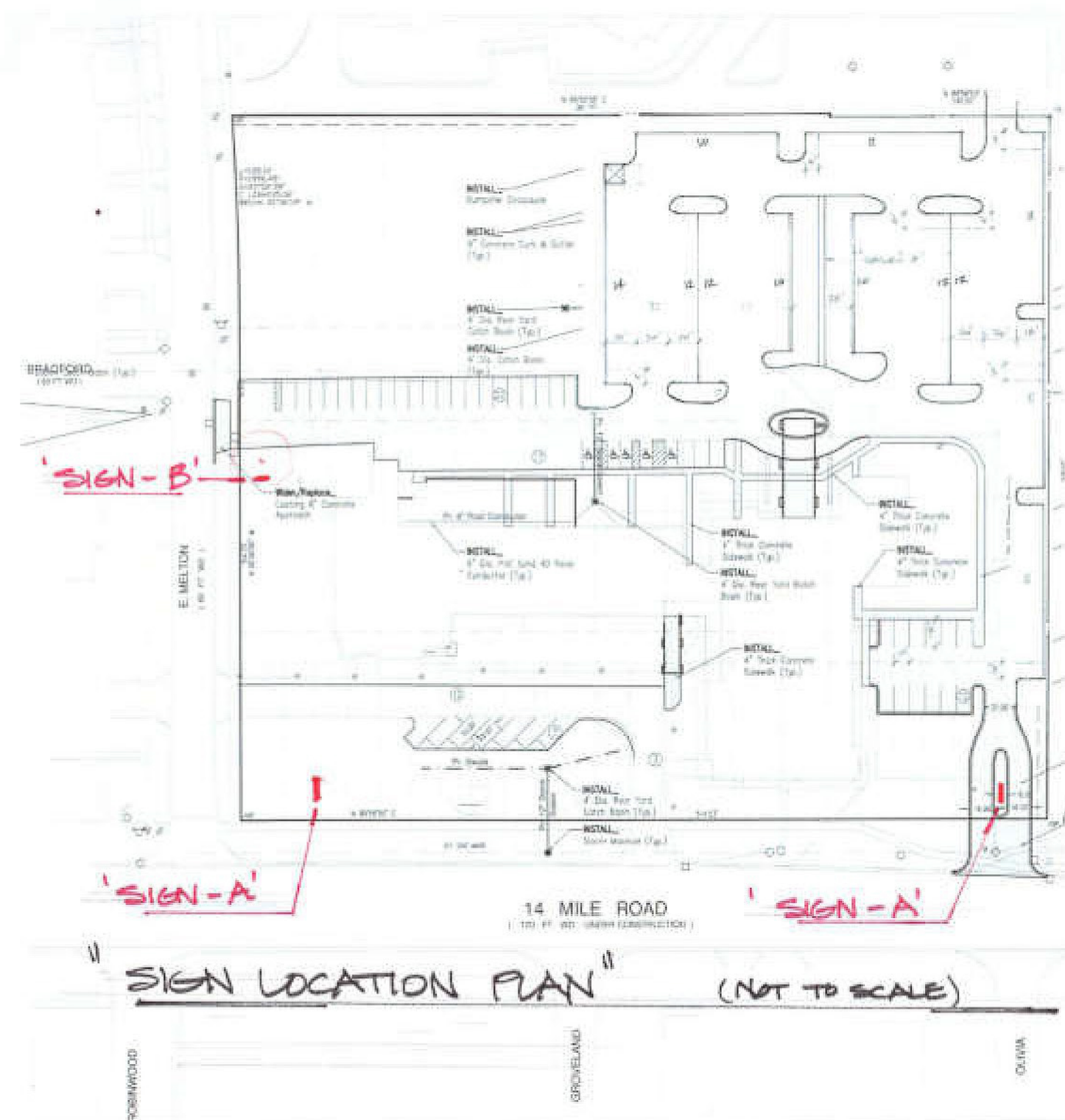
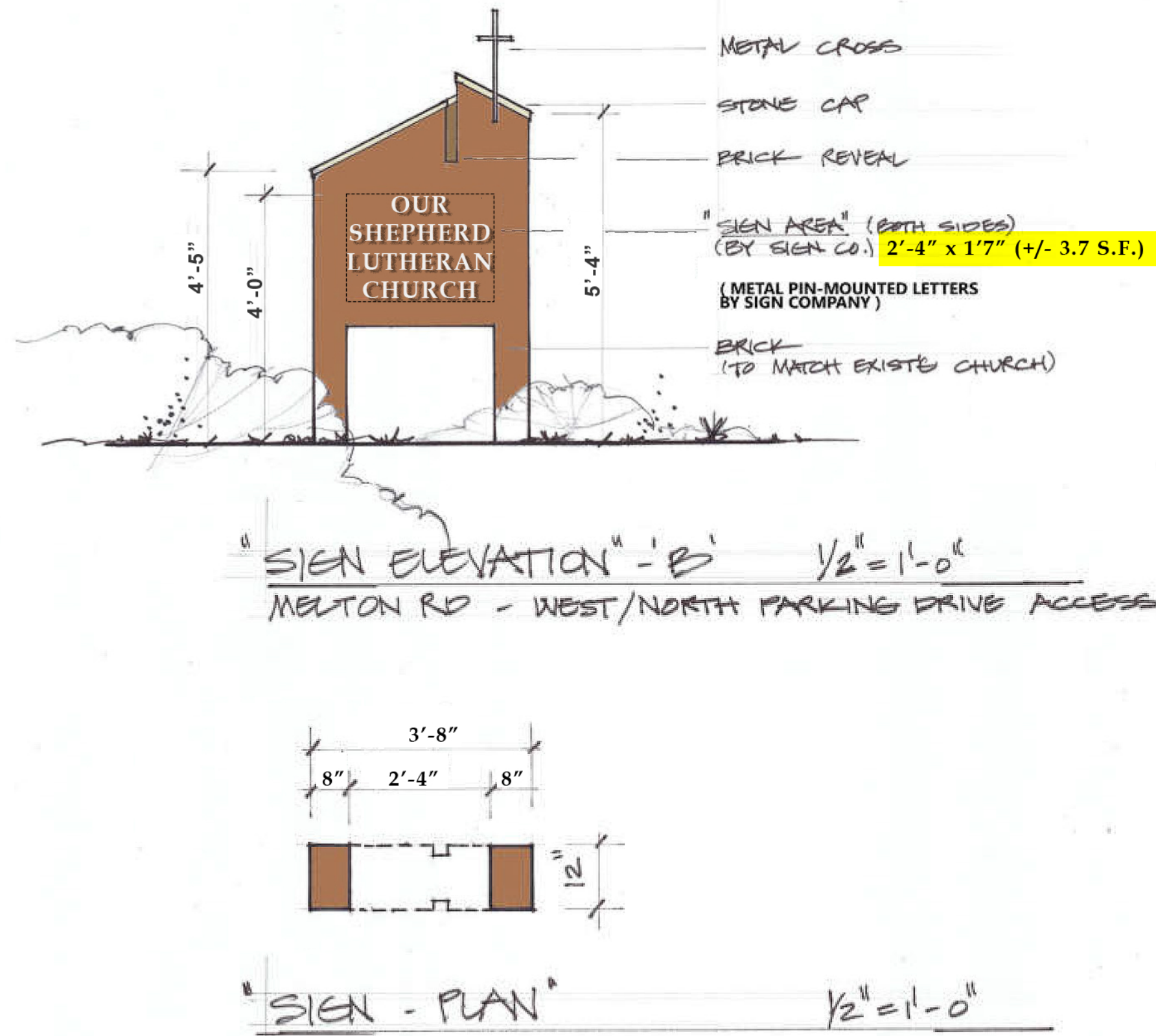
■ PRELIMINARY  
■■ BIDS  
■■ PERMITS  
■■ CONSTRUCTION

REVISIONS  
01-10-2022 ADD. #1  
01-14-2022  
SLUP. PB. SUB.  
04-04-2022  
BZA

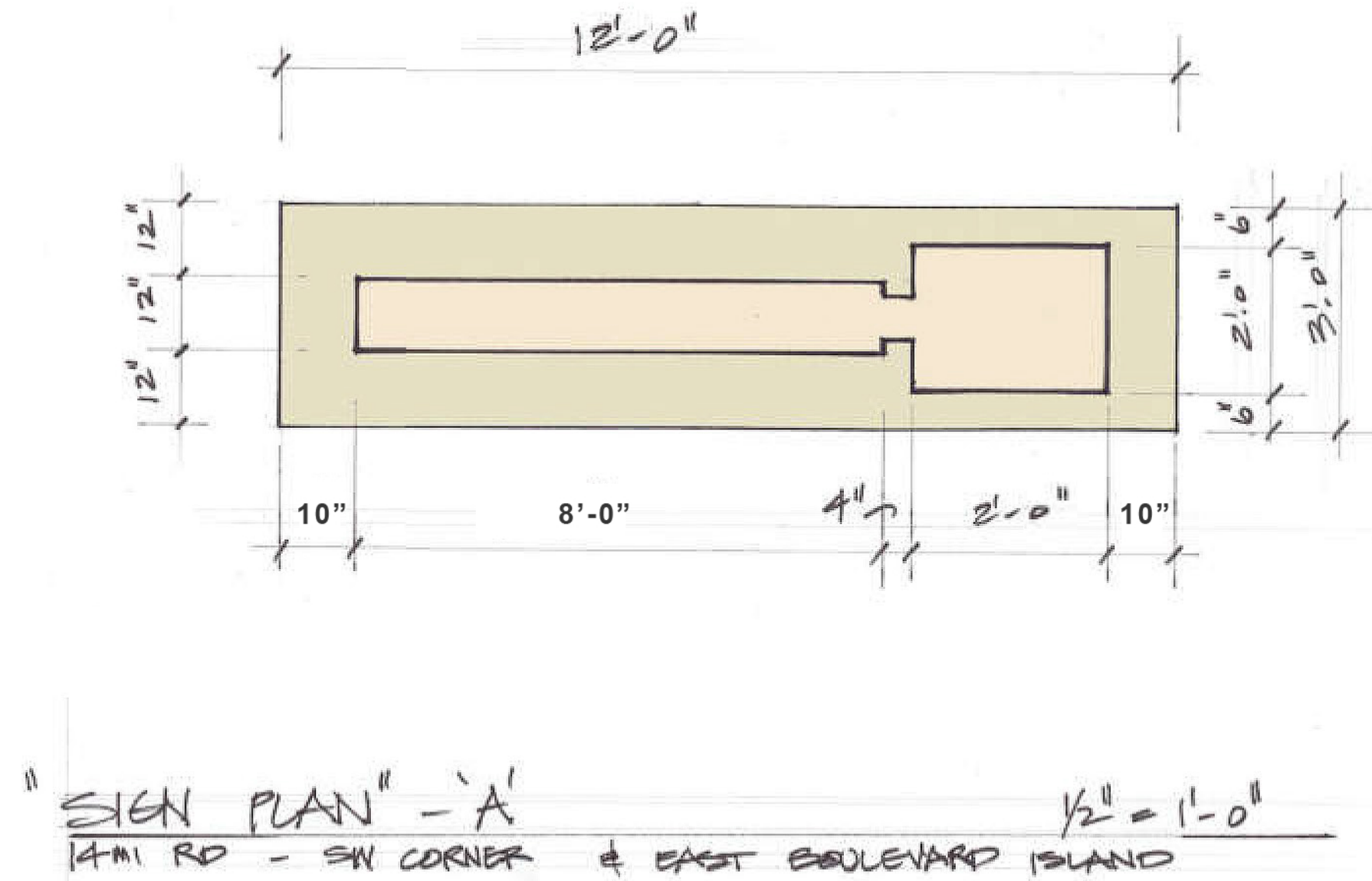
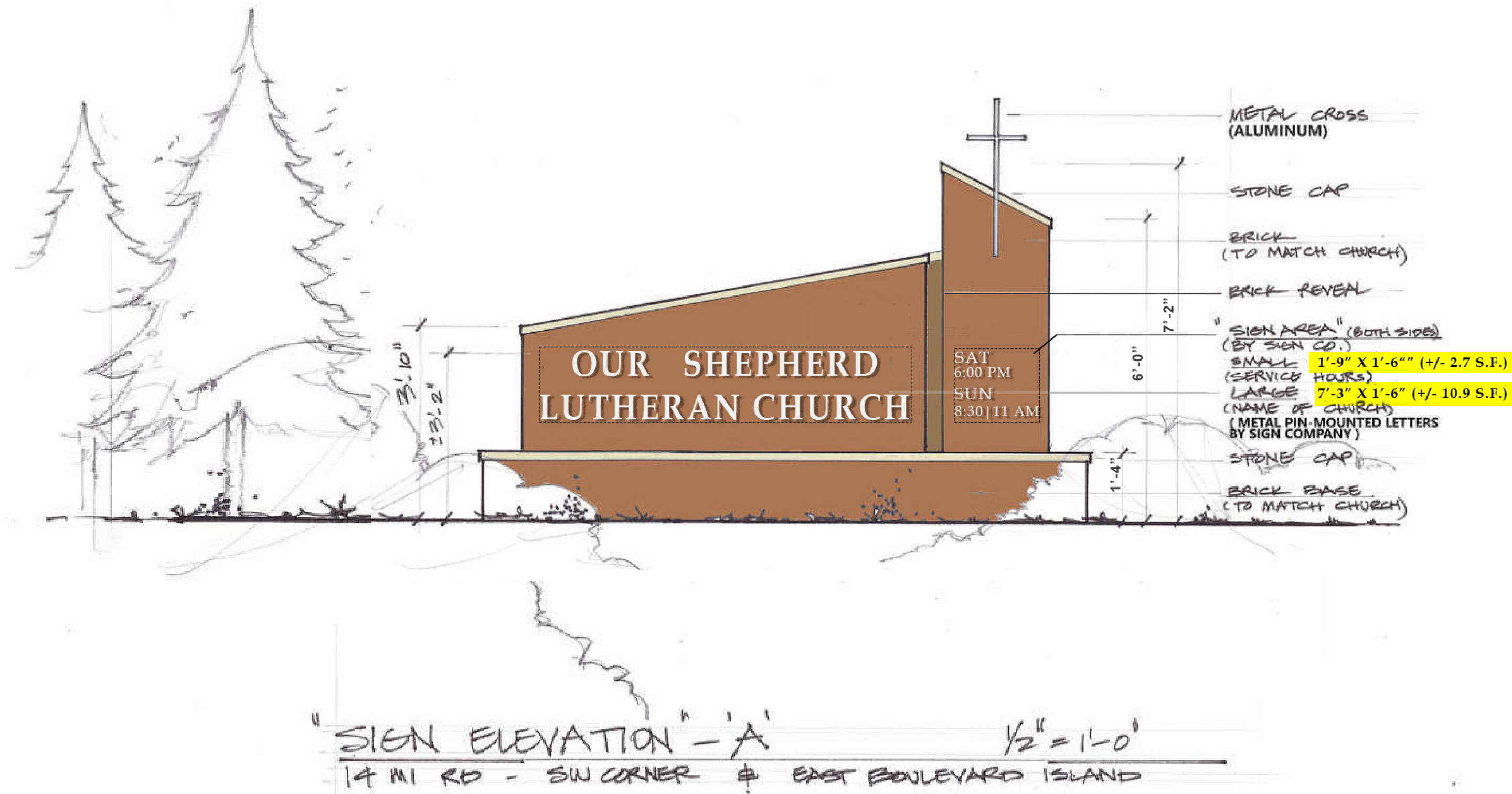
DRAWN BY  
CAD FILENAME  
CHECKED BY  
JOB NUMBER  
DATE  
SHEET NUMBER

A200





SIGNAGE AREA CALCS	
Total allowed: 20 SF	
Proposed	
Ground sign A: 13.6 SF (x2)	
Ground sign B: 3.7 SF (x2)	
Rear Porte Cochere Col. sign: 9.4 SF	
Total proposed: 71.2 SF	
Variance amount: 51.2 SF	







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)



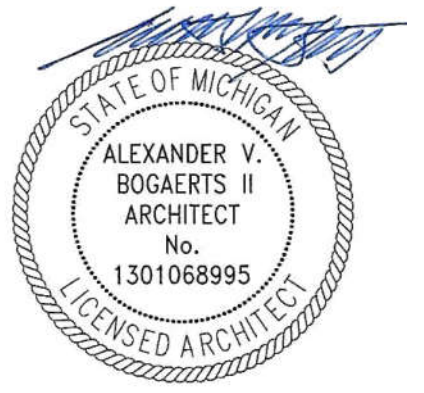
4 VIEW 4 (E MELTON RD)  
SHOWING SINGLE-FAMILY RESIDENCES IN CONTEXT WITH SCHOOL BUILDING



1 VIEW 1 (SOUTH ENTRANCE)



SITE MAP





OUR SHEPARD LUTHERAN CHURCH: EXTERIOR MATERIALS AND FINISHES FOR NEW ADDITIONS



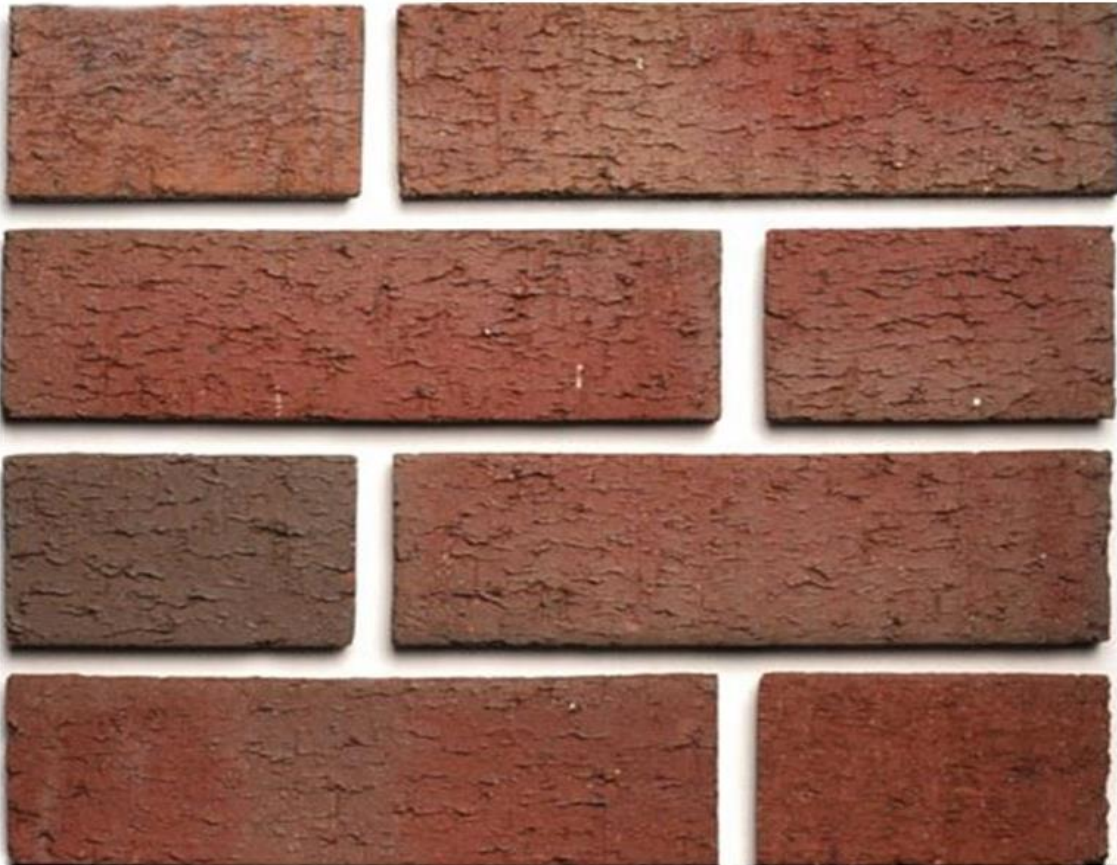
ROOF SHINGLE: COLOR AND STYLE TO MATCH



LIMESTONE CAP TO MATCH EXISTING LIMESTONE CAP



NEW BRICK TO MATCH EXISTING AT NEW COVERED ENTRANCE

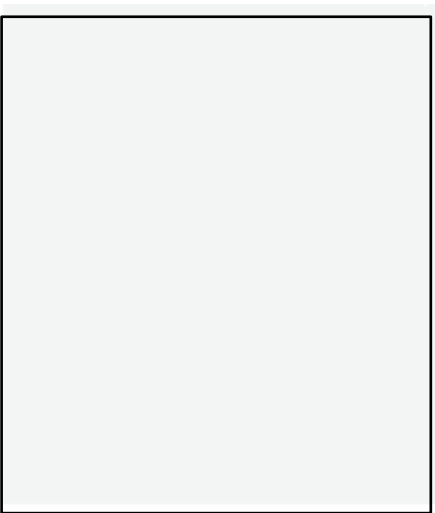


NEW PORTE COCHERE BRICK

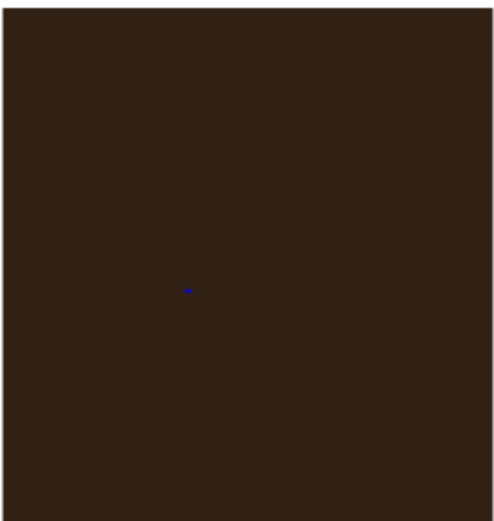
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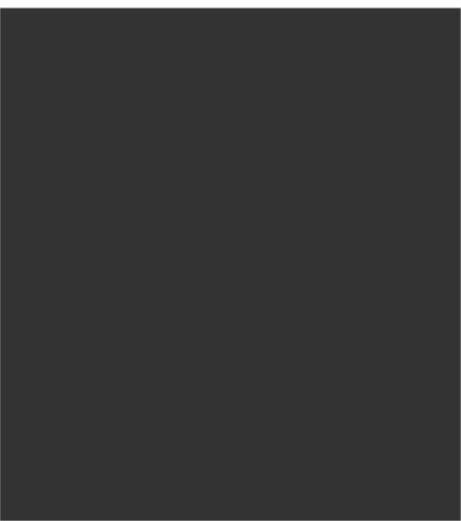
BUILDING AND FREESTANDING CROSS FINISH, ALUMINUM FRAMING FOR METAL SIDING PANELS (MATCH EXISTING)



WHITE METAL FASCIA @ NEW COVERED 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

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Architecture • Planning • Interior Design  
2445 Franklin Road  
Bloomfield Hills, MI 48302  
248 • 334 • 5000



ALL MATERIALS TO BE SIMILAR/EQUAL



LEGAL DESCRIPTION:

LOTS 796 TO 809 INCL., ALSO LOTS 848 TO 877 INCL., ALSO THE SOUTH 3.65 FT OF LOT 878, SHEPHERD ESTATES NO 1, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN.

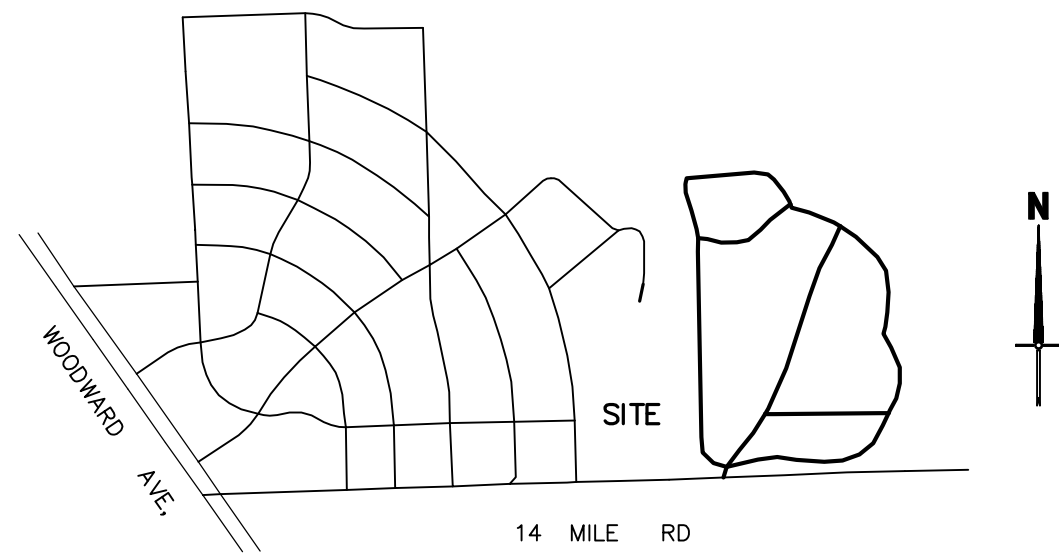
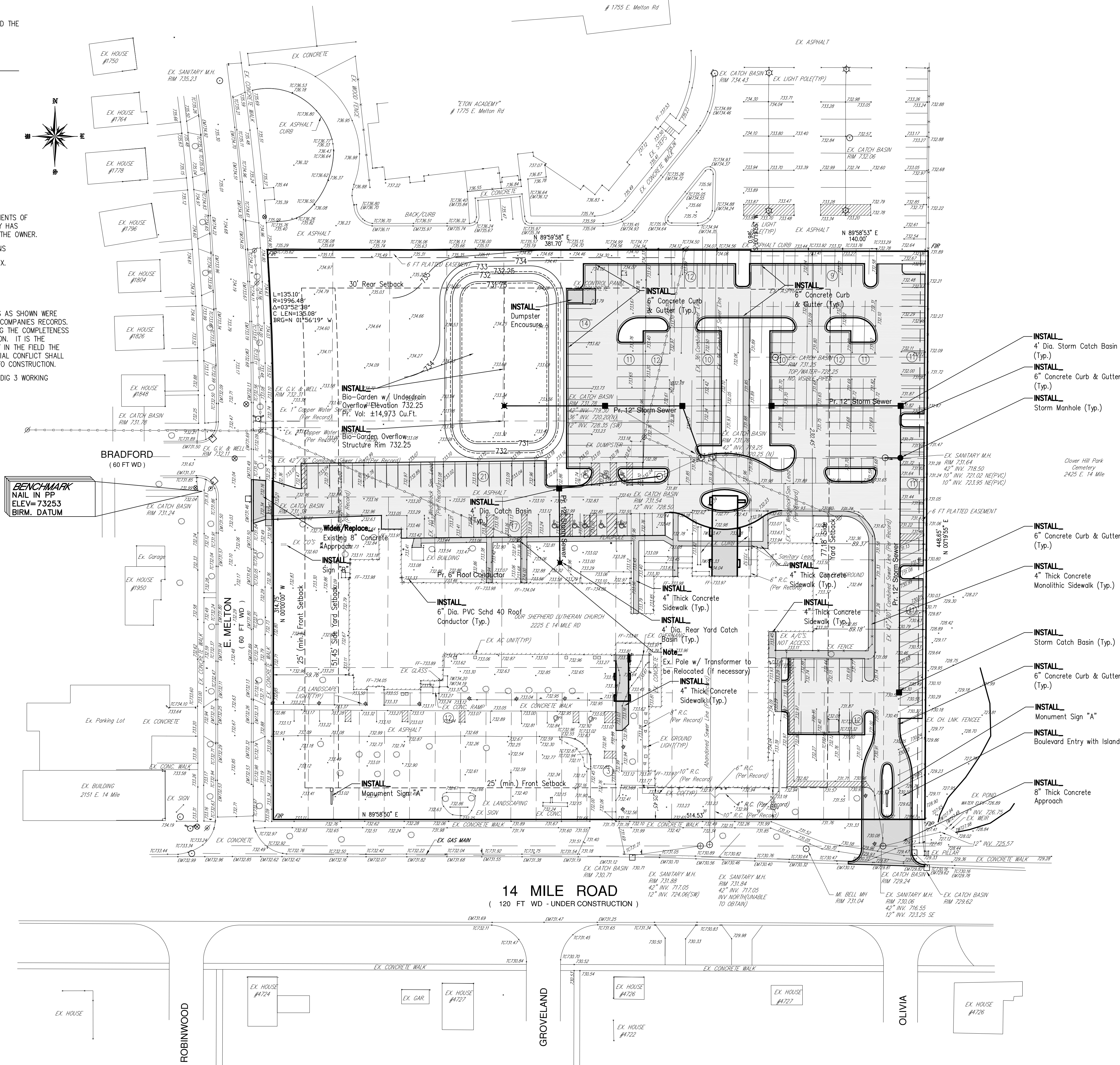
SURVEYORS CERTIFICATE:

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 IS LOCATED IN ZONE X. AREA OF MINIMAL FLOODING. PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 26125C05377 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
- EX. CONTOUR
- EX. WATER MAIN
- EX. STORM SEWER
- EX. SANITARY SEWER
- EX. OVERHEAD
- EX. FENCE
- EX. GAS
- EX. UNDERGROUND UTILITY
- EX. CATCH BASIN
- EX. MANHOLE
- EX. SIGN
- EX. GATE VALVE
- EX. LIGHT POLE
- EX. UTILITY POLE
- PR. GRADE
- PR. CONTOUR
- 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
- TOP OF CURB ELEV.
- GUTTER PAN ELEV.
- TOP OF WALK ELEV.
- GROUND ELEVATION AT WALL
- EDGE OF SHOULDER ELEV.
- EDGE OF ROAD ELEV.
- V.I.F.
- TC.000.00
- GU.000.00
- TW.000.00
- BW.000.00
- ES.000.00
- 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		Pew Length	Seats per Pew	Capacity
# of Pews	44	20'-5"	10	440
	2	14'-2"	7	14
Subtotal				454

Choir Loft		Pew Length	Seats per Pew	Capacity
# of Pews	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

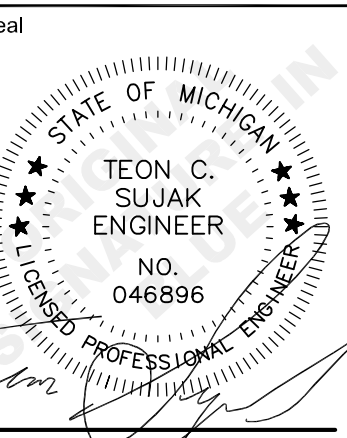
Ordinance Requirement = 1 Parking Stall per 6 Seats

Required Parking Stalls = (563 Seats)x(1 Stall/ 6 Seats) = 93.83

Proposed Parking Stalls = 192

Standard Stalls ADA Stalls Total Proposed 199

Our Shepherd Lutheran Church  
2225 E. 14 Mile Rd  
Birmingham, MI 48009



Site Plan  
w/ Topography

Scale: 1" = 40'

Drawn: TCS

Checked: TCS

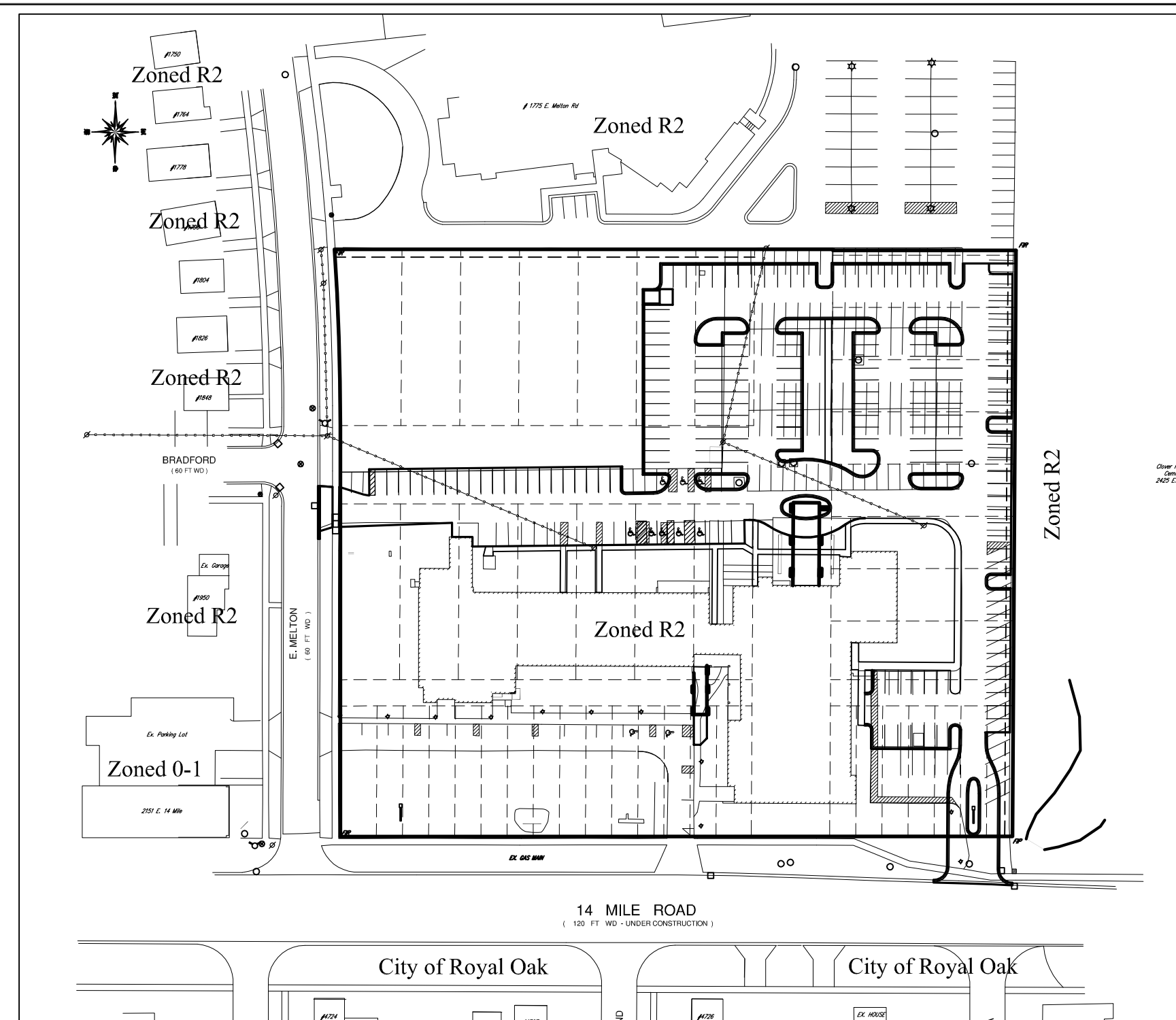
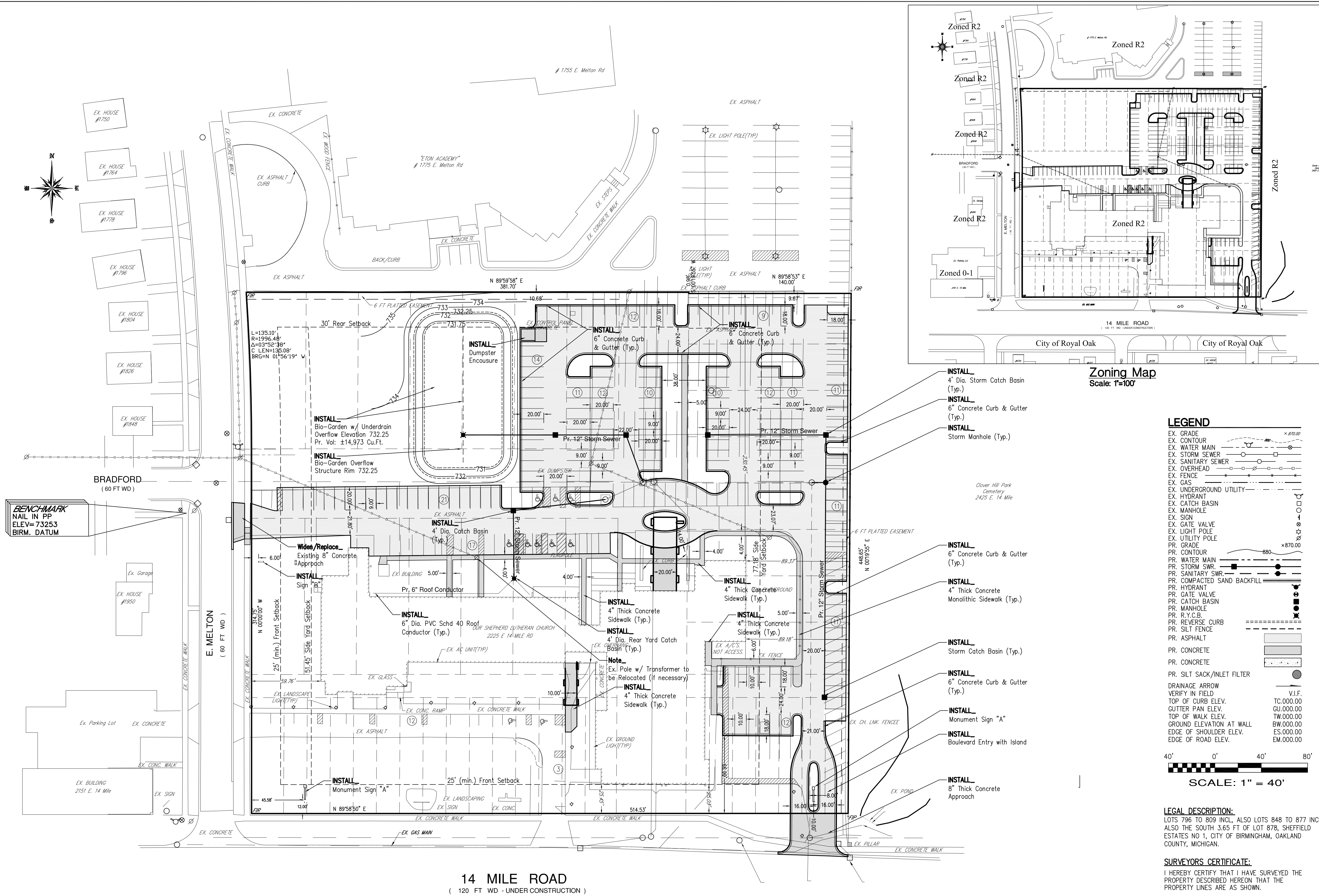
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Date: 1/21/2022

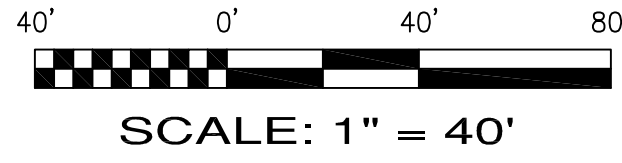
Job No. 20-023

Sheet No. C1.0





- LEGEND**
- EX. GRADE
  - EX. CONTOUR
  - EX. WATER MAIN
  - EX. STORM SEWER
  - EX. SANITARY SEWER
  - EX. OVERHEAD
  - EX. GAS
  - EX. UNDERGROUND UTILITY
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  - VERIFY IN FIELD
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  - TC.000.00
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  - TW.000.00
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  - ES.000.00
  - EM.000.00



**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

SE

Sujak Engineering PLC

CIVIL ENGINEERING

PLANNING

DESIGN

Phone: (248) 885-8431

Fax: (248) 885-8432

Email: SujakEngineering@Comcast.net

Seal

STATE OF MICHIGAN

TEON C. SUJAK

ENGINEER

NO. 046896

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

REV.

1

Melton Approach

DESCRIPTION

DATE

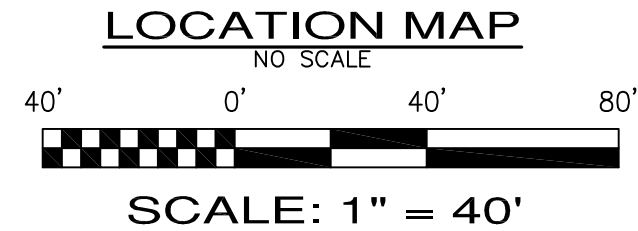
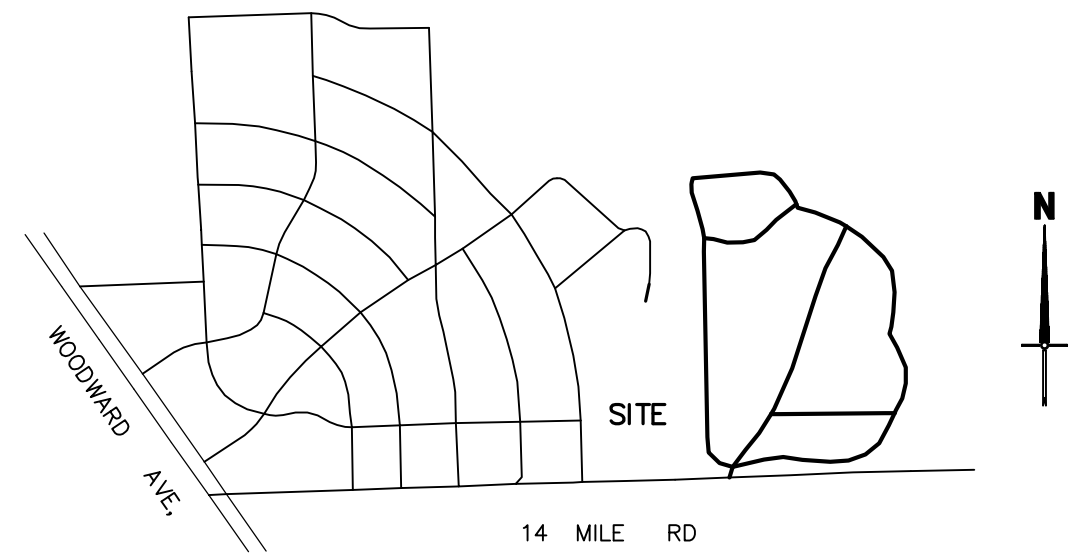
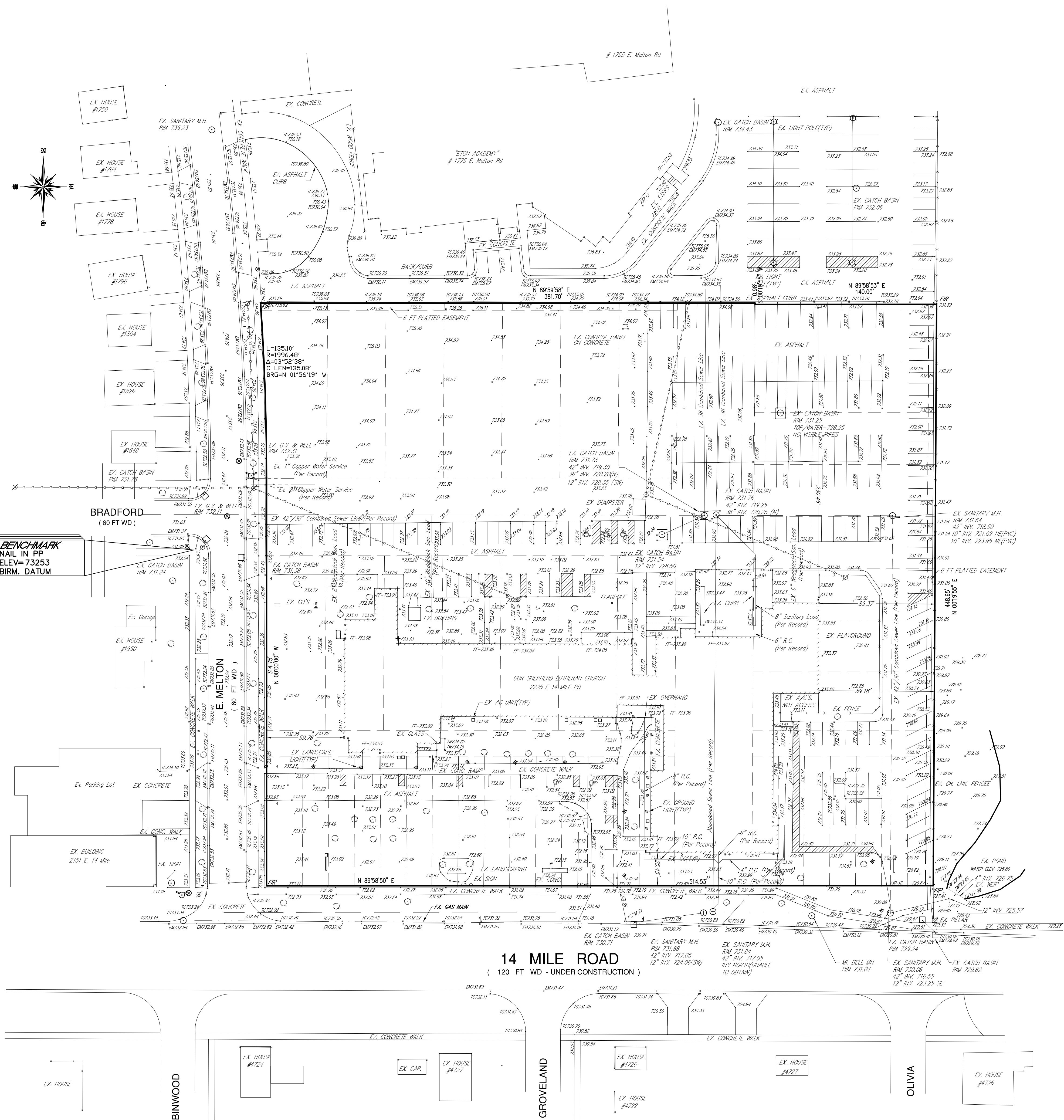
5/13/2022

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## C3.0



- 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. Q. 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
  - 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, SHEPHERD  
ESTATES NO 1, CITY OF BIRMINGHAM, OAKLAND  
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R.L.S. No. 31606

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PER FEMA FLOOD INSURANCE RATE MAP  
COMMUNITY PANEL NO. 26125C0537F  
EFFECTIVE DATE: SEPTEMBER 29, 2006.
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- THE CONTRACTOR SHALL CONTACT MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.

**Sujak Engineering PLC**  
CIVIL ENGINEERING \$ PLANNING \$ DESIGN \$  
Phone (248) 885-8431  
4031 Coolidge Highway  
Troy, MI 48068  
Email: SujakEngineering@Comcast.net

Seal  
ORIGINAL IN BLUE  
SIGNATURE IN BLUE  
Team C. Sujak, P.E. No. 246892

**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: 6/02/2023  
Job no.  
**20-023**  
Sheet No.  
**CS.1.0**



landscape plan for:

# Our Shepherd Lutheran Church

## City of Birmingham, Michigan

### note:

unless noted otherwise, numerical value on landscape quantities specified on plan take precedence over graphic representation.

### landscape requirements:

street tree (14 mile road)			
TOTAL LN.FT. OF GREENBELT FRONTAGE	515.88±	REQUIRED	PROVIDED
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 40 LN.FT. (515.88 LN.FT. / 40 LN.FT. = 12.9 TREES)		13	11-TREES (3-NEW + 8-EXISTING 'A')
street tree (E. melton road)			
TOTAL LN.FT. OF GREENBELT FRONTAGE	449.85±	REQUIRED	PROVIDED
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 40 LN.FT. (449.85 LN.FT. / 40 LN.FT. = 11.25 TREES)		11	10 TREES (4-NEW + 6 EXISTING 'A')
parking			
TOTAL SQ.FT OF PARKINGS AREA PROVIDED	78,361	REQUIRED	PROVIDED
TOTAL SQ.FT OF LANDSCAPE AREA REQUIRED (78,361 SQ.FT * 5% = 3,918 SQ.FT)	3,918.19		
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 150 SQ.FT (3,918 SQ.FT / 150 SQ.FT = 26.12 TREES)		26	26

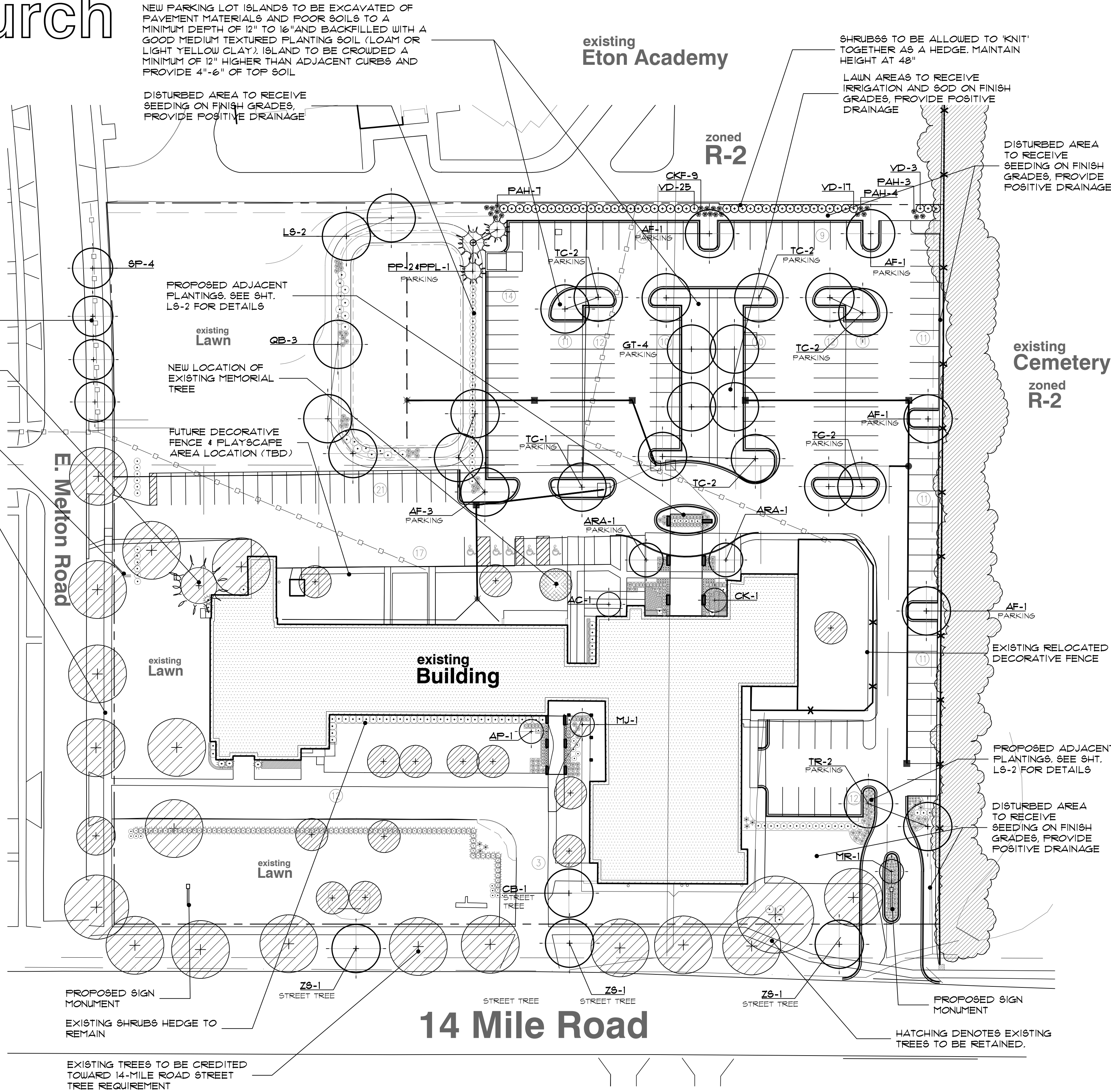
('A') - WAIVER REQUESTED FOR 3-STREET TREES DEFICIENT/REQUIRED ALONG MELTON ROAD AND 14-MILE ROAD DUE TO EXISTING SITE CONDITIONS PER CITY STAFF ARBORIST RECOMMENDATION AND SUPPORT.

### plant material list

key	quant.	botanical name	common name	size	comments
GT	4	GLEDTISIA TRI. INERMIS 'SKYCOLE'	SKYLINE LOCUST	2 1/2" BB	
AF	7	ACER X FREEMANII 'JEFFERSON'	AUTUMN BLAZE RED MAPLE	2 1/2" BB	
TC	11	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	2 1/2" BB	
TR	2	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 EUROPEAN HORNBEAN	3" BB	
LS	2	LIQUIDAMBAR STRACIFLUA	AMERICAN SWEETGUM	2 1/2" BB	
QB	3	QUERCUS BI-COLOR	WHITE SWAMP OAK	2 1/2" BB	
SP	4	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK LILAC	2 1/2" BB	
ZS	3	ZELKOYA SERATA 'MUSASHINO'	MUSASHINO ZELKOYA	2 1/2" BB	
AC	1	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	8" BB	
CK	1	CORNUS KOUSA	KOUSA DOGWOOD	2" BB	
MJ	1	MAGNOLIA LILIFLORA 'JANE'	JANE MAGNOLIA	8" BB	
AP	1	ACER P. 'BLOODGOOD'	BLOODGOOD JAPANESE MAPLE	1" CONT	
MR	1	MALUS 'RED BARRON'	RED BARRON CRABAPPLE	2" BB	
PP	2	PICEA FUNGENS	COLORADO SPRUCE	8" BB	
PPL	1	PICEA FUNGENS	COLORADO SPRUCE	10" BB	
FAH	14	FENISTETUM ALOPECUROIDES 'HAMELI'	DWARF FOUNTAIN GRASS	3" CONT.	36" O.C. SPACING
QF	9	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	3" CONT.	36" O.C. SPACING
VD	42	VIBURNUM DENTATUM 'SYNNESTVEDT'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	3" BB	60" O.C. SPACING

### general landscape notes:

- LANDSCAPE CONTRACTOR SHALL VISIT THE SITE, INSPECT EXISTING 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.
- 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.
- NUMERICAL VALUE ON THE LANDSCAPE QUANTITIES SPECIFIED ON THE PLAN TAKE PRECEDENCE OVER GRAPHIC REPRESENTATION. VERIFY ANY CONCERN/DISCREPANCY WITH LANDSCAPE ARCHITECT.
- ALL CONSTRUCTION AND PLANT MATERIAL LOCATION TO BE ADJUSTED ON SITE IF NECESSARY.
- ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY CITY OF BIRMINGHAM AND LANDSCAPE ARCHITECT.
- ALL LARGE TREES AND EVERGREENS TO BE STAKED, GUYED AND WRAPPED AS DETAILED, SHOWN ON PLAN.
- PLANT BEDS TO BE DRESSED WITH MIN. 4" OF FINELY DOUBLE SHREDDED HARD BARK MULCH.
- DIG SHRUB FITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALLS. BACK FILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM EXCAVATED PLANTING HOLE.
- NATURAL COLOR, FINELY SHREDDED HARDWOOD BARK MULCH REQUIRED FOR ALL PLANTINGS.
- 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.
- PLANT MATERIAL QUALITY & INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.
- PROVIDE PEAT SOD FOR ALL NEW AND DISTURBED LAWN AREAS UNLESS NOTED OTHERWISE.
- ALL PLANTING AREAS TO BE PREPARED WITH APPROPRIATE SOIL MIXTURES AND FERTILIZER BEFORE PLANT INSTALLATION.
- PLANT TREES AND SHRUBS GENERALLY NO CLOSER THAN THE FOLLOWING DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS:
  - SHADE TREES 5 FT.
  - ORNAMENTAL AND EVERGREEN TREES (CRAB, PINE, SPRUCE, ETC.) 10 FT.
  - SHRUBS THAT ARE LESS THAN 1 FOOT TALL AND WIDE AT MATURITY 2 FT.
- 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.
- ALL LAWN AREAS AND LANDSCAPE BEDS TO BE FULLY IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM. IRRIGATION SYSTEM TO HAVE SEPARATE ZONES FOR LAWN AREAS, PARKING ISLANDS, AND SHRUB BEDS WITH DIFFERENT CONTROL MOISTURE LEVEL ADJUSTMENT PER ZONE AS REQUIRED.
- 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 MANUFACTURER'S SPECIFICATION.
- 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.
- WATERING OF ALL PLANTS AND TREES TO BE PROVIDED IMMEDIATELY AND MULCHING WITHIN 24 HOURS AFTER INSTALLATION.
- 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.
- 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.

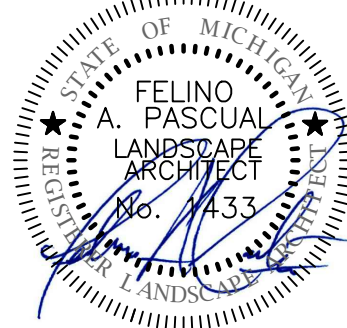


### 1A general landscape planting detail

SCALE: 1"=40'-0"

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:



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  
LS22.010.01 city 1-31-2022  
LS21.073.10 review 11-12-2021  
LS22.010.04 city 4-2-2022  
LS22.010.05 city 5-15-2022

drawn by:

JP, DK, HP

checked by:

FP

date:

1-2-2022

notice:

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Do Not scale drawings. Use figured dimensions only



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-1** of 4







seal:



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  
LS22.010.04 city 4-2-2022  
LS22.010.05 city 5-15-2022

drawn by:  
JP, DK, HP

checked by:

FP

date:

1-2-2022

notice:

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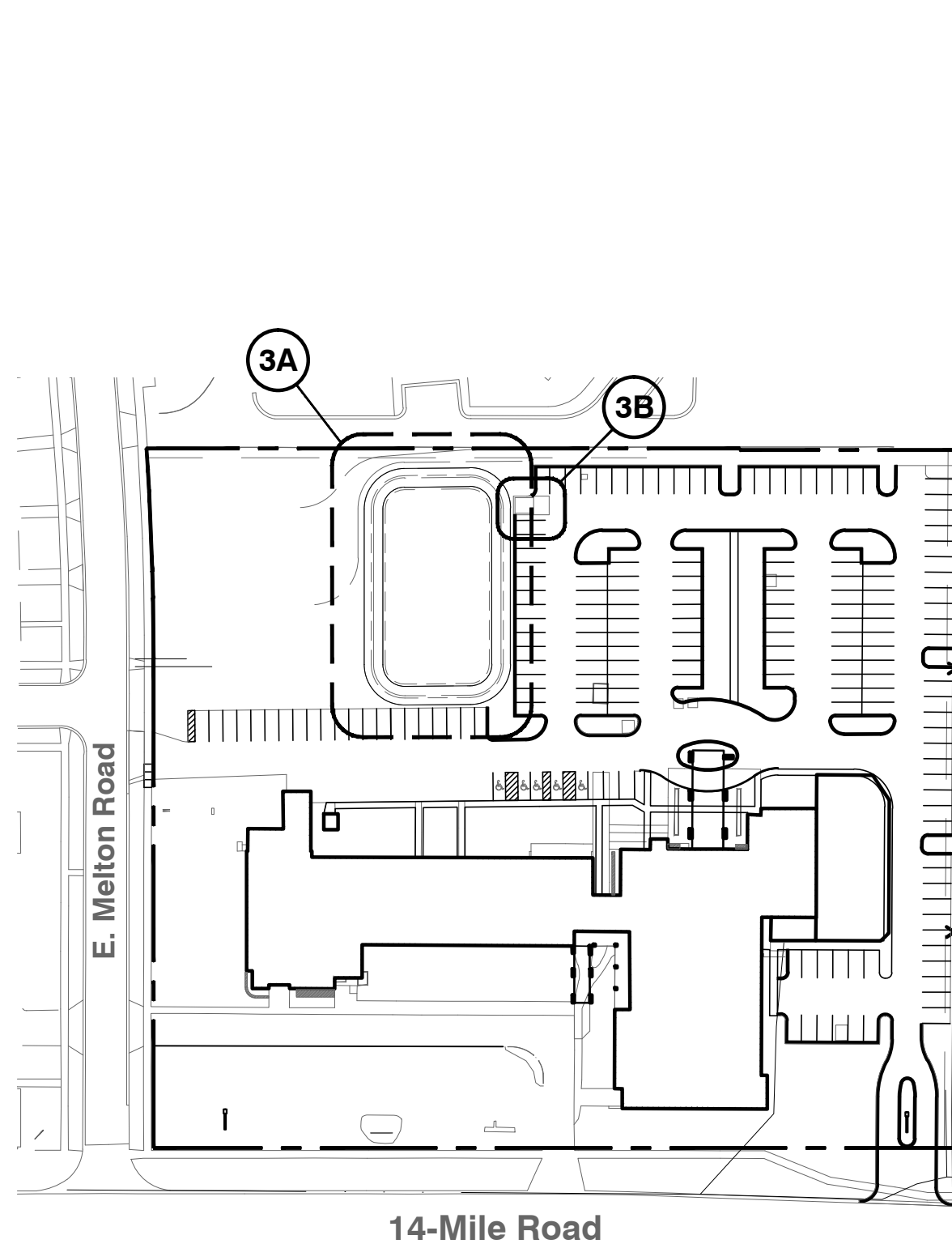
The location and elevations of existing  
underground utilities as shown on this  
drawing are only approximate. no guarantee  
is either expressed or implied as to the  
completeness of accuracy. contractor shall be  
exclusively responsible for determining the  
exact location and elevation prior to the start  
of construction

project no:

LS22.010.01

sheet no:

LS-3 of 4



## key reference location map



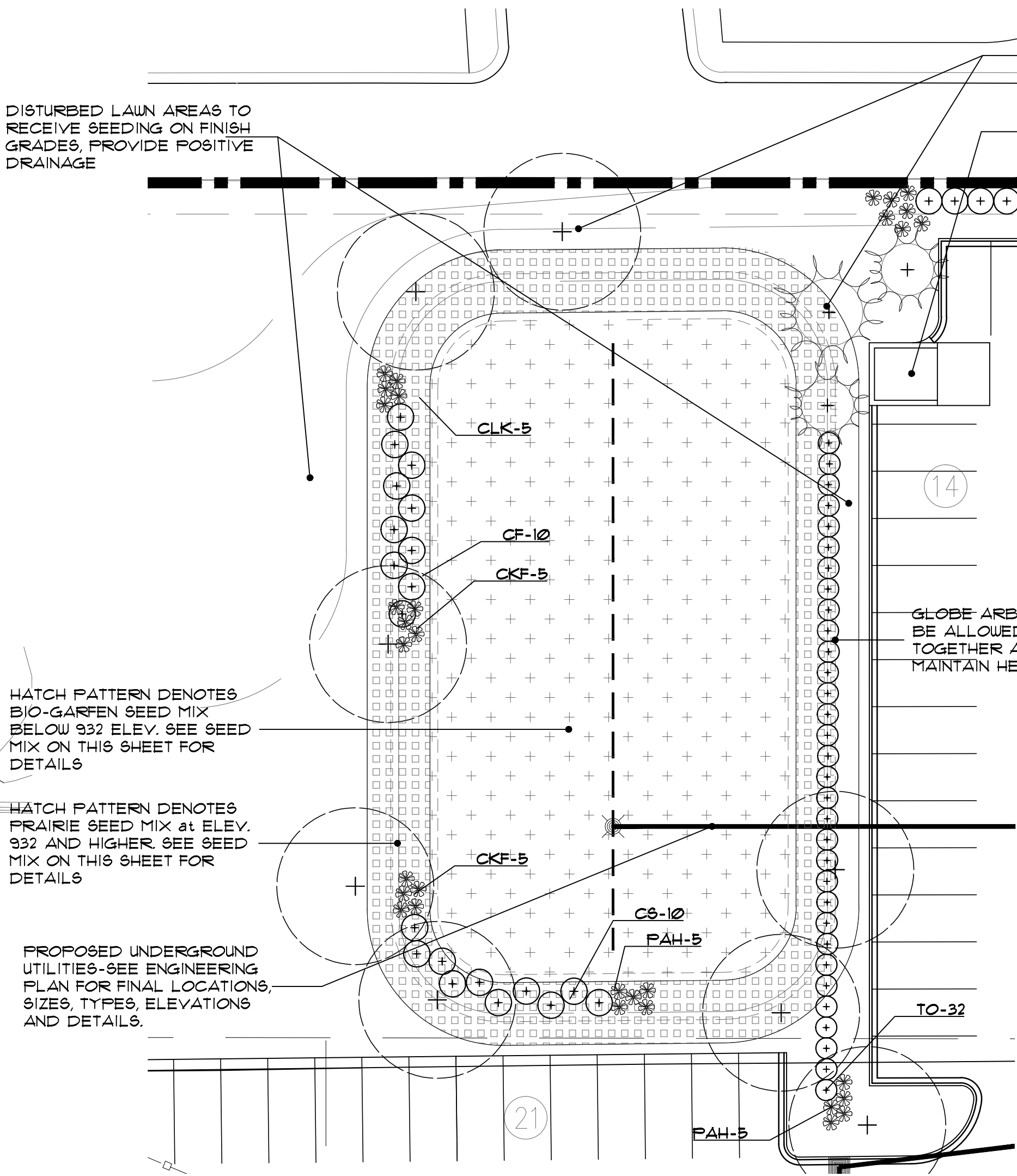
typ. bio-garden view

## 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 D#/Acre
<b>Permanent Grasses/Sedges</b>		
<i>Bolboschoenus fluvialis</i>	River Bulrush	1.00
<i>Carex crinitella</i>	Oriental Oval Sedge	0.50
<i>Carex lurida</i>	Bottlebrush Sedge	3.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	2.00
<i>Elymus virginicus</i>	Virginia Wild Rye	24.00
<i>Elymus striatus</i>	Fowl Meadow Grass	1.00
<i>Juncus effusus</i>	Common Rush	1.00
<i>Leersia oryzoides</i>	Rice Cut Grass	1.00
<i>Panicum virgatum</i>	Switch Grass	2.00
<i>Scleroplectus tabernaemontani</i>	Steel Bulrush	3.00
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00
<i>Scirpus eximius</i>	Wool Grass	1.00
	<b>Total</b>	<b>41.50</b>
<b>Temporary Cover</b>		
<i>Avena sativa</i>	Common Oat	380.00
<i>Lolium multiflorum</i>	Annual Rye	100.00
	<b>Total</b>	<b>480.00</b>

<b>Forbs</b>		
<i>Alisma subcordatum</i>	Common Water Plantain	2.50
<i>Asclepias incarnata</i>	Swamp Milkweed	2.00
<i>Bidens spp.</i>	Bidens Species	2.00
<i>Eupatorium perfoliatum</i>	Common Boneset	1.00
<i>Falerium autumnale</i>	Sweetweed	2.00
<i>Iris virginica v. shrevei</i>	Blue Flag	4.00
<i>Lycopus americanus</i>	Common Water Horehound	0.50
<i>Mimulus ringens</i>	Monkey Flower	1.00
<i>Pentstemon sedifolius</i>	Ditch Stakeship	0.50
<i>Pieris spp.</i>	Pinkweed Species	2.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	1.00
<i>Rudbeckia triloba</i>	Brown-Eyed Susan	1.50
<i>Sagittaria arifolia</i>	Common Arrowhead	1.00
<i>Serratula lutescens</i>	Wild Senna	2.00
<i>Symphoricarum lanceolatum</i>	Panicle Aster	0.50
<i>Symphoricarum novae-angliae</i>	New England Aster	0.50
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	2.00
	<b>Total</b>	<b>26.50</b>



## 3A bio-garden basin seeding plan

SCALE: 1"=20'

## 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 D#/Acre
<b>Permanent Grasses/Sedges</b>		
<i>Andropogon gerardii</i>	Big Bluestem	12.00
<i>Bouteloua curtipendula</i>	Side-Date Grama	16.00
<i>Carex spp.</i>	Prairie Sedge Species	3.00
<i>Elymus canadensis</i>	Canada Wild Rye	24.00
<i>Panicum virgatum</i>	Switch Grass	2.50
<i>Schizachyrium scoparium</i>	Little Bluestem	32.00
<i>Sorghastrum nutans</i>	Indian Grass	12.00
	<b>Total</b>	<b>101.50</b>
<b>Temporary Cover</b>		
<i>Avena sativa</i>	Common Oat	380.00
<i>Lolium multiflorum</i>	Annual Rye	100.00
	<b>Total</b>	<b>480.00</b>
<b>Forbs</b>		
<i>Asclepias syriaca</i>	Common Milkweed	1.00
<i>Asclepias tuberosa</i>	Butterfly Weed	1.00
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.00
<i>Coneocarpus lanceolata</i>	Sand Coneopsis	6.00
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	8.00
<i>Helopsis helianthoides</i>	False Sunflower	0.25
<i>Morinda fistulosa</i>	Wild Bergamot	0.50
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	1.00
<i>Ratibida pinnata</i>	Yellow Coneflower	4.00
<i>Rudbeckia hirta</i>	Black-Eyed Susan	8.00
<i>Solidago speciosa</i>	Showy Goldenrod	0.50
<i>Symphoricarum laeve</i>	Smooth Blue Aster	1.00
<i>Symphoricarum novae-angliae</i>	New England Aster	0.50
	<b>Total</b>	<b>41.75</b>

Cardno Native Plant Nursery  
128 Sunset Drive  
Walkerton, Indiana 46514  
Phone: 514-586-2412  
Fax: 514-586-2118  
nurserysales@cardno.com

PROPOSED ADJACENT  
LANDSCAPE PLANTINGS-SEE SHT.  
LS-1 FOR DETAILS

PROPOSED TRASH DUMPSTER  
LOCATION-SEE THIS SHEET FOR  
DETAILS

GLOBE ARBORVITAE TO  
BE ALLOWED TO 'KNIT'  
TOGETHER AS A HEDGE.  
MAINTAIN HEIGHT AT 42"

TO-22

PAH-5

## 3B dumpster detail

NO SCALE

## plant material list (bio-garden)

key	quant.	botanical name	common name	size	comments
CS	10	CORNUS STOLONIFERA	REDTUG DOGWOOD	3" B.B.	60" O.C. SPACING
CF	10	CORNUS SERICEA 'FLAVIRAMEA'	YELLOW TWIG DOGWOOD	3" B.B.	60" O.C. SPACING
TO	32	THUJA OCCIDENTALIS 'HETZ'S MIDGET'	HETZ MIDGET ARBORVITAE	CONT. 24" HIGH	48" O.C. SPACING
PAH	10	PENNISETUM ALOPECUROIDES 'HAPEL'	DWARF FOUNTAIN GRASS	1/3 CONT.	36" O.C. SPACING
CKF	15	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	1/3 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 NURSERY GROWN, IN HEALTHY CONDITION, FREE OF PESTS AND DISEASES.
- 4) MULCH IS TO BE NATURAL COLORED, FINELY SHREPPED HARDWOOD BARK OF 4" THICK BARK MULCH FOR TREES IN 4" DIA. CIRCLE W/3" FULLED AWAY FROM TRUNK, 3" THICK BARK MULCH FOR SHRUBS AND 2" THICK BARK MULCH FOR PERENNIALS.
- 5) CALL MISS DIG AT 1-800-482-7171 PRIOR TO ANY CONSTRUCTION.

DECIDUOUS 4 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 UNSIGHTLY 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 UNSIGHTLY 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:

600 LAWN AREAS SHALL BE KENTUCKY BLUE GRASS BLEND GRASS IN A 600 NURSERY ON LOAM SOIL. 600 TO BE INSTALLED ON MINIMUM 4" TOPSOIL.

SEEDING LAWN AREAS SHALL CONSIST OF THE FOLLOWING TYPES AND PROPORTIONS:

5% PERENNIAL RYE GRASS  
50% RED FESCUE  
25% CHEWING 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 SEEDING LAWN AREA

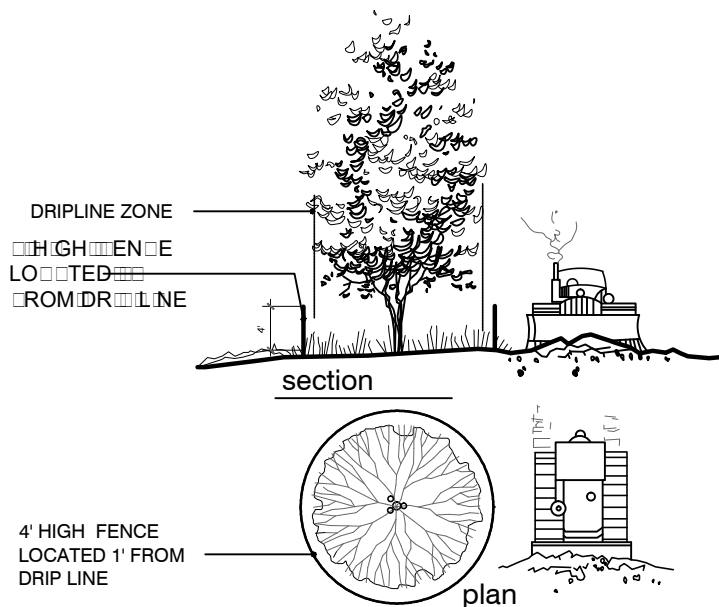


survey list

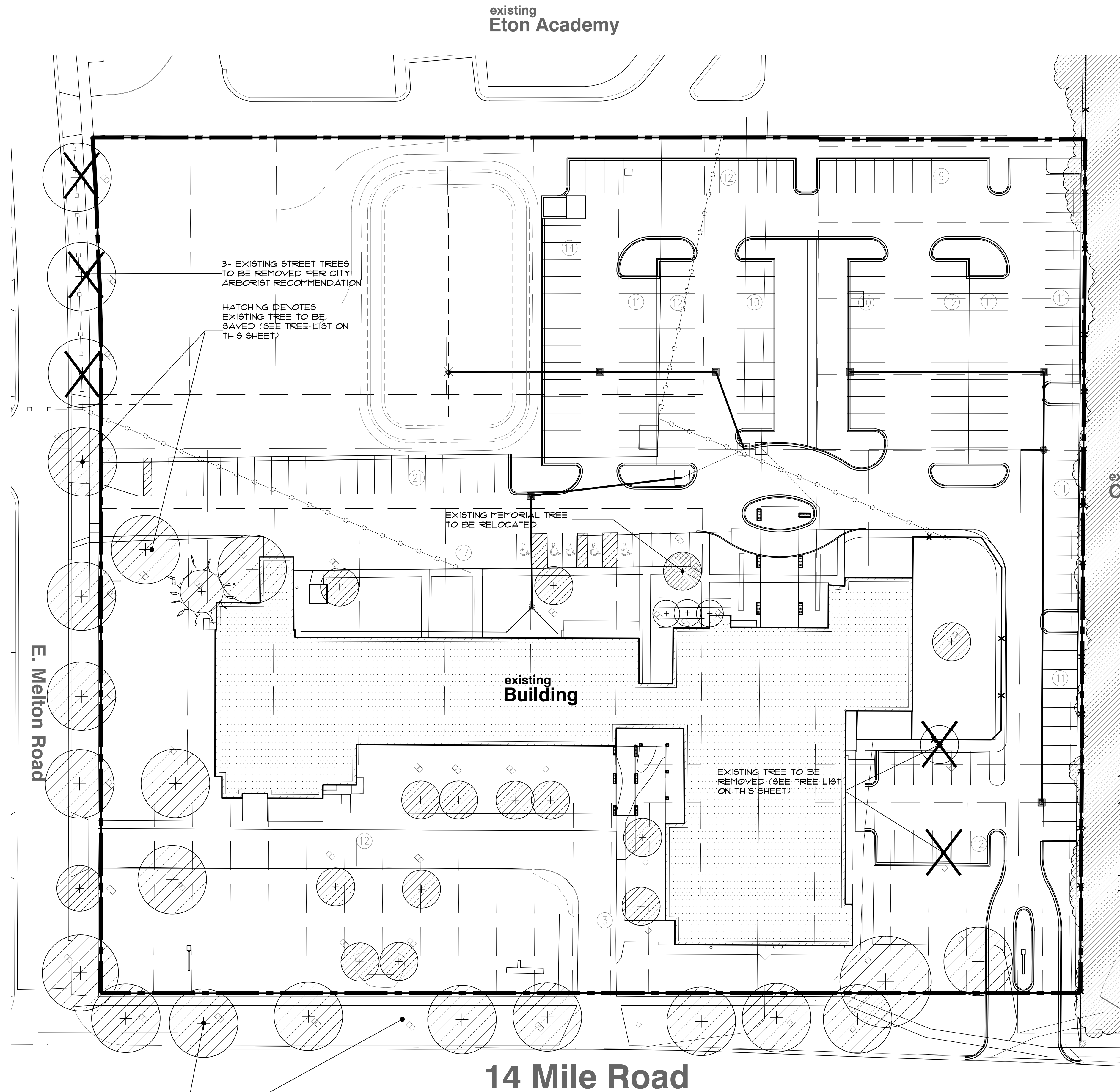
key	botanical name	common name	size	condition	coments
	1 ACER PLATANOIDES	CRIMSON KING MAPLE	12.5"	GOOD	
REMOVE	2 PYRUS CALLERYANA	PEAR	7.5"	GOOD	
	3 GLEDITSIA TRIACANTHOS	HONEYLOCUST	21.5"	GOOD	
	4 ACER SACCHARUM	SUGAR MAPLE	17.5"	GOOD	
	5 ACER SACCHARUM	SUGAR MAPLE	19.25"	GOOD	
	6 ACER SACCHARUM	SUGAR MAPLE	16.5"	GOOD	
	7 SYRINGA RETICULATA	IVORY SILK LILAC TREE	8"	GOOD	
	8 SYRINGA RETICULATA	IVORY SILK LILAC TREE	7.5"	GOOD	
	9 ACER RUBRUM 'BRANDYWINE'	BRANDYWINE RED MAPLE	2.5"	GOOD	
	10 ACER RUBRUM 'BRANDYWINE'	BRANDYWINE RED MAPLE	2.5"	GOOD	
	11 ACER RUBRUM 'BRANDYWINE'	BRANDYWINE RED MAPLE	2.5"	GOOD	
	12 ACER RUBRUM 'BRANDYWINE'	BRANDYWINE RED MAPLE	2.5"	GOOD	
	13 GLEDITSIA TRIACANTHOS	HONEYLOCUST	16"	GOOD	
	14 GLEDITSIA TRIACANTHOS	HONEYLOCUST	14.5"	GOOD	
	15 MALUS	CRAB APPLE	13.5"	GOOD	
	16 MALUS	CRAB APPLE	13.5"	GOOD	
	17 ACER SACCHARUM	SUGAR MAPLE	19"	GOOD	
	18 GLEDITSIA TRIACANTHOS	HONEYLOCUST	20"	GOOD	
	19 ACER SACCHARUM	SUGAR MAPLE	8"	GOOD	
	20 GLEDITSIA TRIACANTHOS	HONEYLOCUST	14"	GOOD	
	21 ACER PLATANOIDES	CRIMSON KING MAPLE	23.5"	GOOD	
	22 GLEDITSIA TRIACANTHOS	HONEYLOCUST	13.5"	GOOD	
	23 PLATANUS X ACERFOLIA	LONDON PLANETREE	24"	GOOD	
	24 ULMUS AMERICANA	AMERICAN ELM	6.5"	GOOD	
	25 TILIA AMERICANA	AMERICAN LINDEN	26"	GOOD	
	26 ULMUS AMERICANA	AMERICAN ELM	11"	GOOD	
	27 PLATANUS X ACERFOLIA	LONDON PLANETREE	20"	GOOD	
	28 PLATANUS X ACERFOLIA	LONDON PLANETREE	21"	GOOD	
	29 PLATANUS X ACERFOLIA	LONDON PLANETREE	20"	GOOD	
REMOVE	30 PLATANUS X ACERFOLIA	LONDON PLANETREE	19"	GOOD	
REMOVE	31 PLATANUS X ACERFOLIA	LONDON PLANETREE	19"	GOOD	
REMOVE	32 PLATANUS X ACERFOLIA	LONDON PLANETREE	11"	GOOD	
	33 ACER SACCHARUM	SUGAR MAPLE	28.5"	GOOD	
	34 PICEA	SPRUCE	20"	GOOD	
	35 ACER SACCHARINUM	SILVER MAPLE	41"	GOOD	
	36 ACER SACCHARINUM	SILVER MAPLE	39.5"	GOOD	
	37 ACER SACCHARINUM	SILVER MAPLE	39"	GOOD	
	38 ACER RUBRUM	RED MAPLE	2.5"	GOOD	RELOCATE
REMOVE	39 AMELANCHIER	SERVICEBERRY	4"	FAIR	
REMOVE	40 AMELANCHIER	SERVICEBERRY	4"	FAIR	
REMOVE	41 AMELANCHIER	SERVICEBERRY	7"	GOOD	
	42 LIRIODENDRON TULIPIFERA	TULIPTREE	5"	GOOD	
REMOVE	43 MALUS	CRAB APPLE	19"	GOOD	

tree protection

- 1) EITHER PLASTIC OR WOOD ORANGE SNOW FENCING SHALL BE INSTALLED AT OR BEYOND THE DRIPLINE, UNLESS MORE SUBSTANTIAL FENCING IS REQUIRED.
- 2) STAKES SHALL BE METAL "1" POLES SPACED NO FURTHER THAN 5' ON CENTER.
- 3) FENCING SHALL NOT BE INSTALLED CLOSER TO THE TREE THAN THE DRIPLINE OF THOSE TREES TO BE SAVED. SPECIAL CIRCUMSTANCES SHALL BE REVIEWED BY THE CITY.
- 4) FENCING SHALL BE ERECTED PRIOR TO CONSTRUCTION. THE CITY SHALL BE NOTIFIED ONCE THE FENCING IS INSTALLED FOR INSPECTION.
- 5) UNDER NO CIRCUMSTANCES SHALL THE PROTECTIVE FENCING BE REMOVED WITHOUT PROPER APPROVAL FROM THE CITY.
- 6) NO PERSON SHALL CONDUCT ANY ACTIVITY WITHIN THE AREAS PROPOSED TO REMAIN. THIS SHALL INCLUDE, BUT NOT LIMITED TO:
- a. NO SOLVENTS OR CHEMICALS WITHIN THE PROTECTED AREAS.
  - b. NO BUILDING MATERIALS OR CONSTRUCTION EQUIPMENT WITHIN THE PROTECTED AREAS.
  - c. NO GRADE CHANGES, INCLUDING FILL, WITHIN THE PROTECTED AREAS.
  - d. NO REMOVAL OF VEGETATION FROM THE GROUND UP WITHOUT PERMISSION FROM THE PROPER REVIEWING AUTHORITY, INCLUDING THE WOODLANDS REVIEW BOARD.
  - e. ANY REQUIRED SWALE NEEDS TO BE DIRECTED AROUND THE PROTECTED AREAS. IN INSTANCES WHERE SWALES ARE APPROVED THRU A PROTECTED AREA, THE SWALES NEED TO BE HAND DUG. MACHINERY OF ANY KIND IS PROHIBITED.
- 7) REGULATED WOODLANDS OR REGULATED TREES ADJACENT ADJACENT TO THE PROPERTY ARE ALSO REQUIRED TO BE PROTECTED WHETHER OR NOT THEY ARE SHOWN ON THE PLAN.



tree protection fence detail  
no scale



3A) tree removal plan  
SCALE: 1" = 30'

existing  
Eton Academy

existing  
Cemetery

FP

A

FELINO A. PASCUAL  
and ASSOCIATES

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:



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:

TREE REMOVAL  
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  
LS22.010.04 city 4-2-2022  
LS22.010.05 city 5-15-2022

drawn by:  
JP, DK, HP

checked by:

FP

date:

1-2-2022

notice:

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Do Not scale drawings. Use figured dimensions only



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-4 of 4





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**

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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**

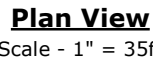
sheet no:  
**LSR-1**






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

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.



21-07002 VJ





**d<sup>series</sup>**

**D-Series Size 0**  
LED Area Luminaire

**Specifications**

EPA: 0.95 ft<sup>2</sup> (0.09 m<sup>2</sup>)

Length: 26" (660 mm)

Width: 13" (330 mm)


Height: 3" (76 mm)

Weight: 7" (1.7 kg)

Weight (max): 16 lbs (7.3 kg)

**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 extended service life of over 100,000 hours.



**WDGE2 LED**  
Architectural Wall Sconce

**Specifications**

Depth (D1): 7"

Depth (D2): 1.5"

Height: 8"


Width: 11.5"

Weight: 13.5 lbs (without options)

**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.



**WDGE1 LED**  
Architectural Wall Sconce

**Specifications**

Depth (D1): 5.5"

Depth (D2): 1.5"

Height: 8"

Width: 9"

Weight: 9 lbs (without options)

**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.

Ordering Information			EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD							
DSX0 LED										
Series	LEDs	Color temperature	Distribution			Voltage	Mounting			
DSX0 LED	<b>Forward optics</b>	30K 3000 K	T1S	Type I short (Automotive)	T5S	Type V short <sup>1</sup>	MVOLT <sup>1A</sup>	<b>Shipped included</b>		
		P1 P4 <sup>1</sup> P7 <sup>1</sup>	40K 4000 K	T2S	Type I short	T5M	Type V medium <sup>1</sup>		SPA	
		P2 P5	50K 5000 K	T2M	Type II medium	T5W	Type V wide <sup>1</sup>		RPA	
		P3 P6		T3S	Type III short	BLC	Backlight control <sup>1</sup>		WBA	
	<b>Rotated optics</b>		T3M	Type III medium	LCCD	Left corner cutoff <sup>1</sup>	277V <sup>1</sup>	SPUMBA	Square pole universal mounting adaptor <sup>1</sup>	
		P10 <sup>1</sup> P12 <sup>1</sup>		T4M	Type IV medium	RCCD	Right corner cutoff <sup>1</sup>	347V <sup>1</sup>	RPUMBA	Round pole universal mounting adaptor <sup>1</sup>
		P11 <sup>1</sup> P13 <sup>1</sup>		T5TM	Forward throw medium			480V <sup>1</sup>	<b>Shipped separately</b>	
				T5VS	Type V very short <sup>1</sup>				KMAH DDBXD D	Max. amp. mounting bracket adaptor (specify finish) <sup>1</sup>
	Control options					Other options		Finish <sup>1</sup> options		
<b>Shipped installed</b>					<b>Shipped installed</b>					
NLTAIR2	Night AIR generation 2 enabled <sup>1A,1B</sup>		PIR	High-flow, motion/ambient sensor; 8-15° mounting height, ambient sensor enabled at 30-50°	HS	House shade shield <sup>1</sup>	DOBKD	Dark bronze		
PIRHN	Network, high-flow motion/ambient sensor <sup>1C</sup>		PIRHN	High-flow, motion/ambient sensor; 15-30° mounting height, ambient sensor enabled at 30-50°	HS	Single face (120, 217, 347V) <sup>1</sup>	DOBXD	Black		
PIR	MEMA twist-lock receptacle only (control ordered separately) <sup>1</sup>		PIR1FCW	High-flow, motion/ambient sensor; 15-30° mounting height, ambient sensor enabled at 30-50°	DF	Double face (200, 240, 480V) <sup>1</sup>	DNAXD	Natural aluminum		
PIRS	Five-pin receptacle only (control ordered separately) <sup>1A,1B</sup>		PIRHN1FCW	High-flow, motion/ambient sensor; 15-30° mounting height, ambient sensor enabled at 30-50°	LSD	Left rotated optics <sup>1</sup>	DWHWD	White		
PIR7	Seven-pin receptacle only (leads exit fixture) (control ordered separately) <sup>1A,1B</sup>		PIRHN1FCW	High-flow, motion/ambient sensor; 15-30° mounting height, ambient sensor enabled at 30-50°	LSD	Left rotated optics <sup>1</sup>	DOB7D	Textured dark bronze		
DMG	0-10V dimming control end back of housing for external control (control ordered separately) <sup>1</sup>		FIAD	Field adjustable output <sup>1</sup>	PRD	Right rotated optics <sup>1</sup>	DOB7D	Textured black		
					DDL	Diffused down lens <sup>1</sup>	DN7D	Textured natural aluminum		
					HA	50° Ambient operations <sup>1</sup>	DN7WD	Textured white		
					<b>Shipped separately</b>					
					BS	Bird spikes <sup>1</sup>				
					EES	External glare shield				



# **Planning Board Review Documents**



# 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
<b>Existing Land Use</b>	Single-Family Residential	N/A	Single-Family Residential	Single-Family Residential, Office
<b>Existing Zoning District</b>	R2 (Single-Family Residential)	N/A	R2 (Single-Family Residential)	R2 (Single-Family Residential), O1 (Office)
<b>Overlay Zoning District</b>	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 or 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 located 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 luminaires 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 (Sign 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Floor Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landscape Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photometric Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 9.0 Approval Criteria

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

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

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

- (1) The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.

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

## 10.0 Recommendation

Based on a review of the site 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
<b>Existing Land Use</b>	Single-Family Residential	N/A	Single-Family Residential	Single-Family Residential, Office
<b>Existing Zoning District</b>	R2 (Single-Family Residential)	N/A	R2 (Single-Family Residential)	R2 (Single-Family Residential), O1 (Office)
<b>Overlay Zoning District</b>	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%

<b>Max. Lot Coverage:</b>	Required:	30%
	Proposed:	15.6%
<b>Front Setback:</b>	Required:	25 ft.
	Proposed:	25 ft. <b>(no changes proposed)</b>
<b>Side Setbacks</b>	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 <b>(no changes proposed)</b> 77.18 on east side <b>(no changes proposed)</b>
<b>Rear Setback:</b>	Required:	30 ft.
	Proposed:	30 ft. <b>(no changes proposed)</b>
<b>Min. Front+Rear Setback</b>	Required:	N/A
	Proposed:	N/A
<b>Max. Bldg. Height:</b>	Permitted:	26 feet to midpoint for sloped roofs; 24 feet for flat roofs only; 2 stories
	Proposed:	~72 ft. <b>(no changes proposed)</b>
<b>Min. Eave Height:</b>	Required:	24 ft.
	Proposed:	16 ft. <b>(no changes proposed)</b>
<b>Floor-Floor Height:</b>	Required:	N/A
	Proposed:	N/A
<b>Front Entry:</b>	Required:	N/A
	Proposed:	N/A
<b>Absence of Bldg. Façade:</b>	Required:	N/A
	Proposed:	N/A
<b>Opening Width:</b>	Required:	N/A
	Proposed:	N/A
<b>Parking:</b>	Required:	94 off-street spaces
	Proposed:	200 off-street spaces
<b>Min. Parking Space Size:</b>	Required:	180 sq. ft.
	Proposed:	180 sq. ft.
<b>Parking in Frontage:</b>	Required:	N/A

	Proposed:	N/A
<b>Loading Area:</b>	Required:	0
	Proposed:	0 <b>(no changes proposed)</b>

**Screening:**

<u>Parking:</u>	Required:	32 in. capped masonry screen wall
	Proposed:	<b>NONE</b>

<u>Loading:</u>	Required:	Screened from view
	Proposed:	N/A

<u>Rooftop Mechanical:</u>	Required:	Screened from view
	Proposed:	<b>(no changes proposed)</b>

<u>Elect. Transformer:</u>	Required:	N/A
	Proposed:	N/A

<u>Dumpster:</u>	Required:	Masonry screen wall with wood gates
	Proposed:	7 ft. masonry screen enclosure with wood gates



## 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).



## 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.



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

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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.

LEGAL DESCRIPTION:

LOTS 796 TO 809 INCL., ALSO LOTS 848 TO 877 INCL., ALSO THE SOUTH 3.65 FT OF LOT 878, SHEPHERD ESTATES NO 1, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN.

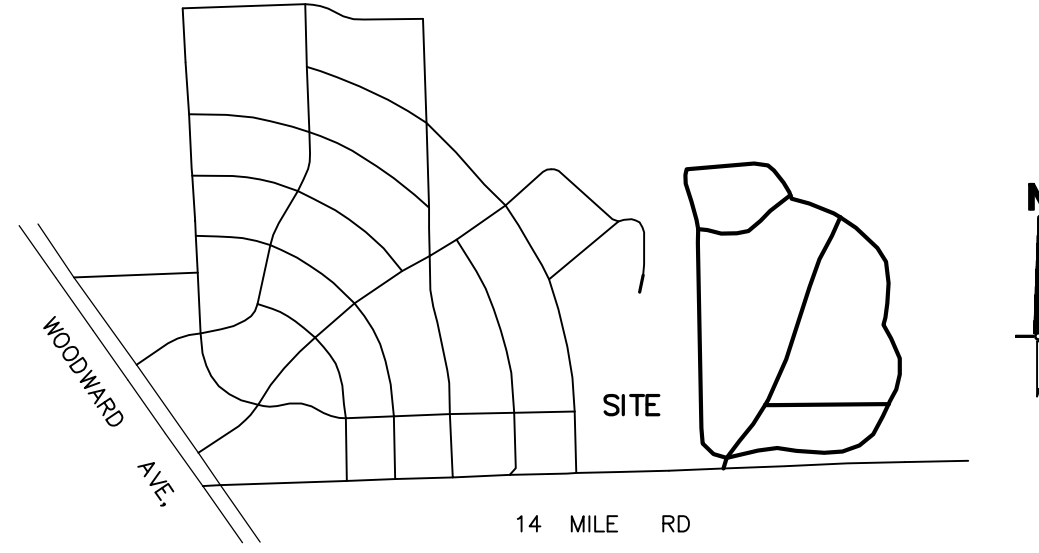
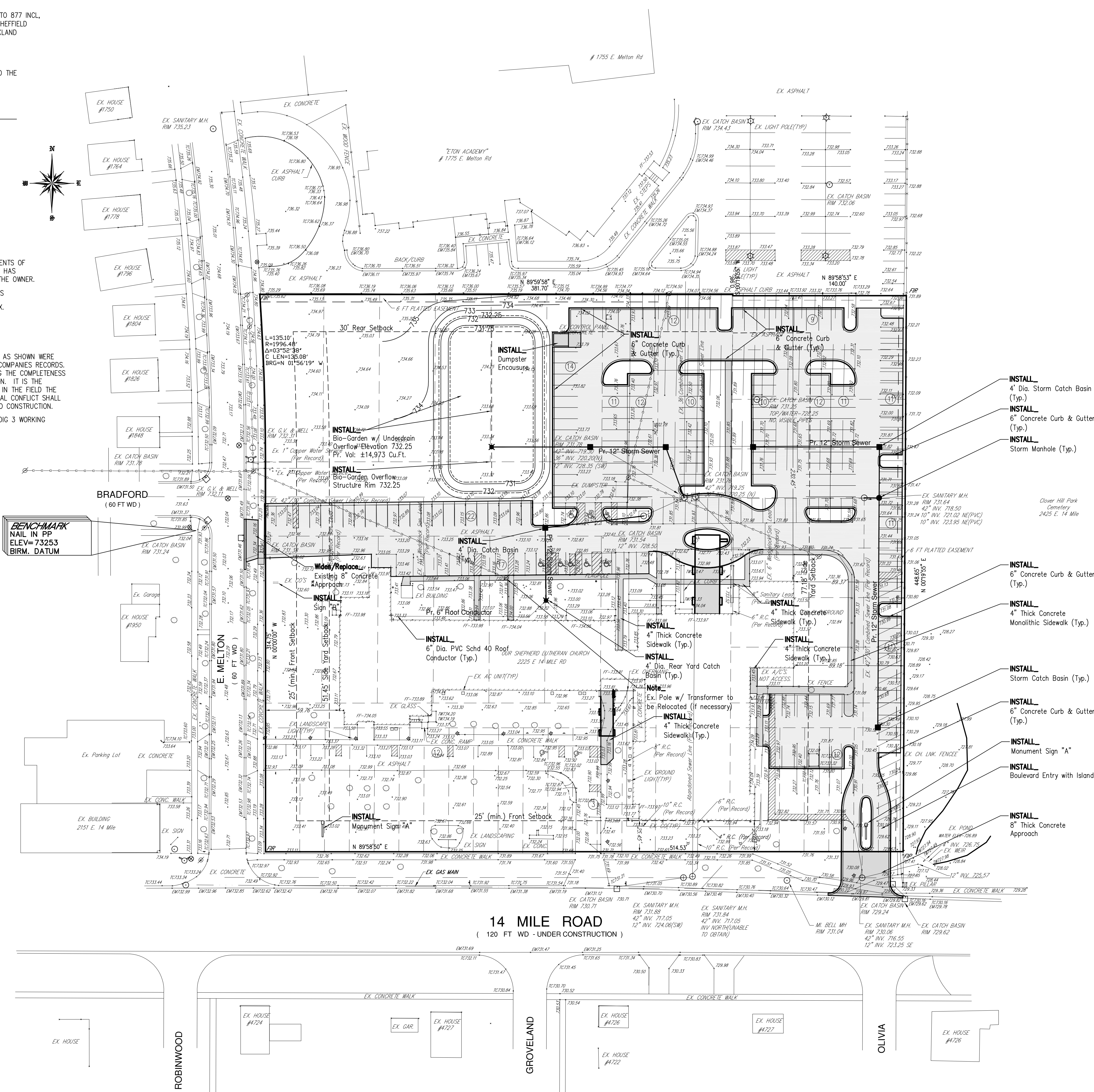
SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON THAT THE PROPERTY LINES ARE AS SHOWN.

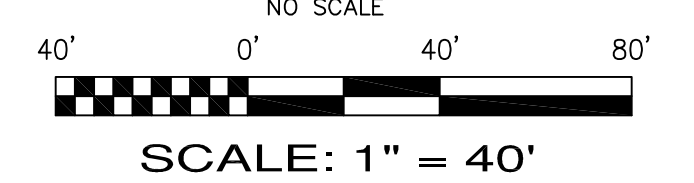
THOMAS M. SMITH  
R.L.S. No. 31606

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 IS LOCATED 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



LEGEND

- EX. GRADE
- EX. CONTOUR
- EX. WATER MAIN
- EX. STORM SEWER
- EX. SANITARY SEWER
- EX. OVERHEAD
- EX. GAS
- EX. UNDERGROUND UTILITY
- EX. CATCH BASIN
- EX. MANHOLE
- EX. SIGN
- EX. GATE VALVE
- EX. LIGHT POLE
- EX. UTILITY POLE
- PR. GRADE
- PR. CONTOUR
- PR. WATER MAIN
- PR. STORM SEWER
- 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
- TOP OF CURB ELEV.
- GUTTER PAN ELEV.
- TOP OF WALK ELEV.
- GROUND ELEVATION AT WALL
- EDGE OF SHOULDER ELEV.
- EDGE OF ROAD ELEV.
- V.I.F.
- TC.000.00
- GU.000.00
- TW.000.00
- BW.000.00
- ES.000.00
- 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	Pew Length	Seats per Pew	Capacity
44	20'-5"	10	440
2	14'-2"	7	14
Subtotal			454

Choir Loft	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

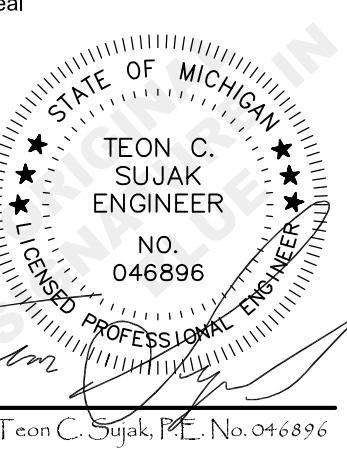
Ordinance Requirement = 1 Parking Stall per 6 Seats

Required Parking Stalls = (563 Seats)x(1 Stall/ 6 Seats) = 93.83 = 94

Proposed Parking Stalls = Standard Stalls ADA Stalls Total Proposed 193 7 200

Our Shepherd Lutheran Church  
2225 E. 14 Mile Rd  
Birmingham, MI 48009

SE Sujak Engineering PLC  
CIVIL ENGINEERING \$ PLANNING \$ DESIGN \$  
401 Cordill Highway  
Troy, MI 48068  
Email: SujakEngineering@Comcast.net



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

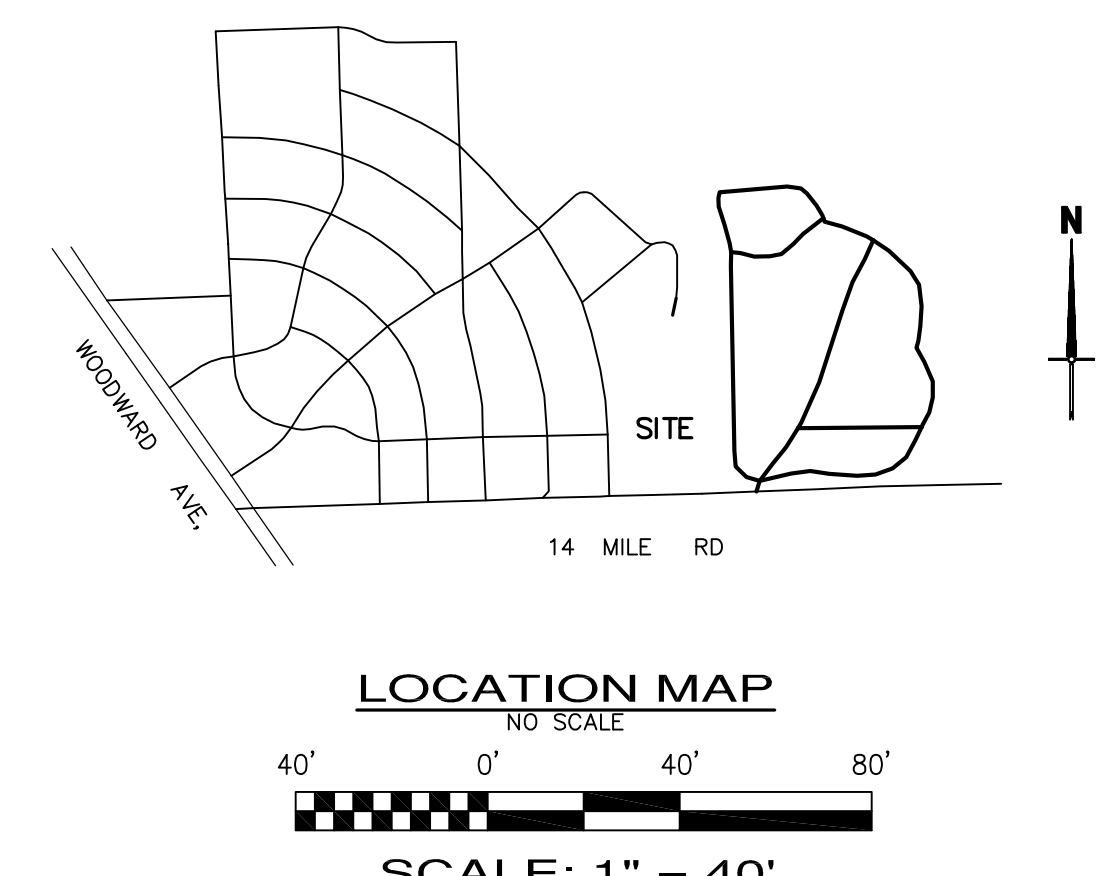






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EX GRADE  
EX INDEX CONTOUR  
EX. CONTOUR  
EX. WATER MAIN  
EX. STORM SEWER  
EX. SANITARY SEWER  
EX. OVERHEAD  
EX. GAS  
EX. UNDERGROUND  
EX. FENCE  
EX. RAILROAD  
EX. WALL  
EX. Q OF DITCH  
EX. WETLAND  
HYDRANT

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

80%  
80%  
 $\times 87/20$

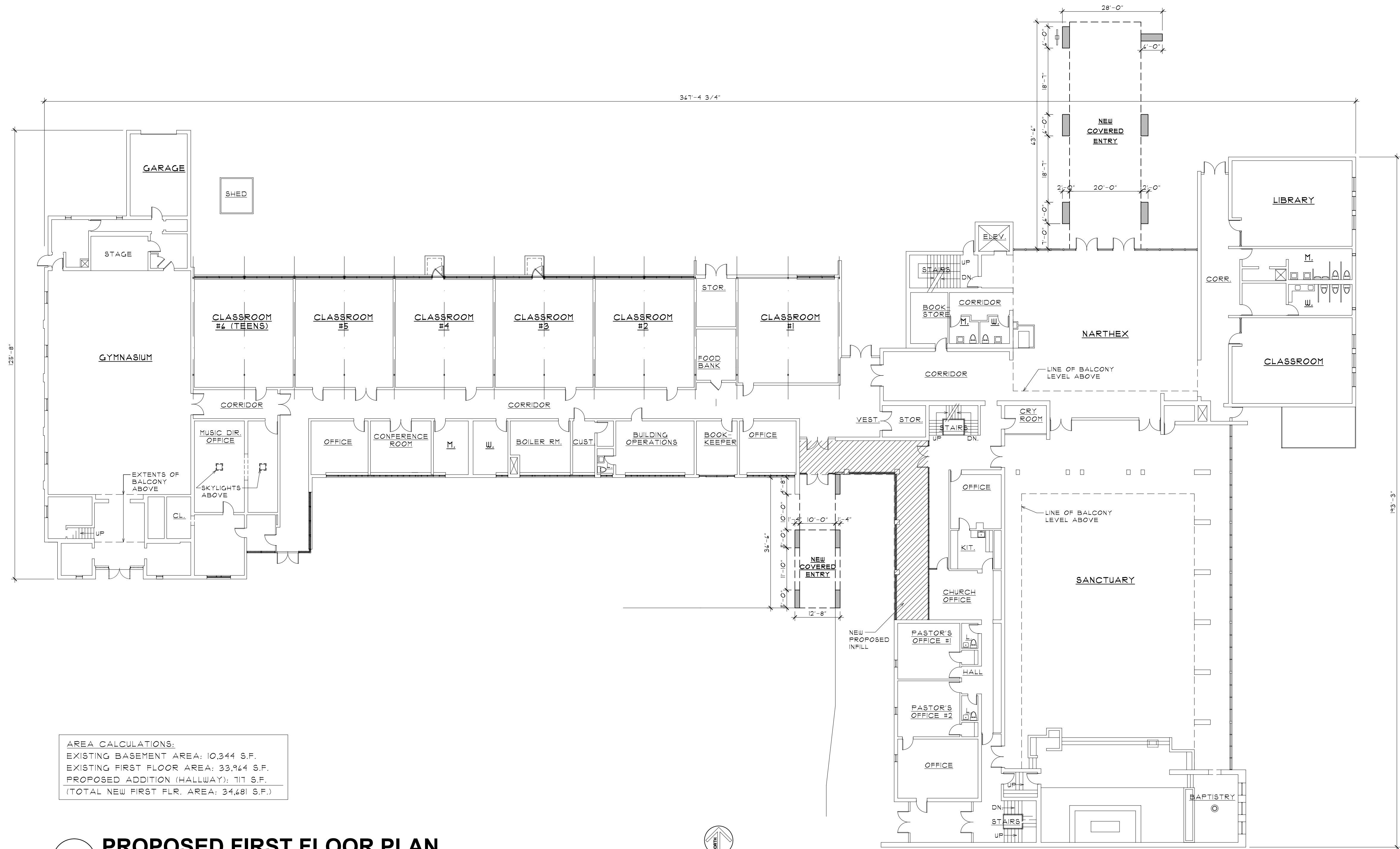
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- THE LOCATION OF THE EXISTING UTILITIES AS SHOWN WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANIES RECORDS. NO GUARANTEE CAN BE MADE REGARDING THE COMPLETENESS OR EXACTNESS OF THE UTILITIES LOCATION. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY 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.

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): 111 S.F.  
(TOTAL NEW FIRST FLR. AREA: 34,681 S.F.)

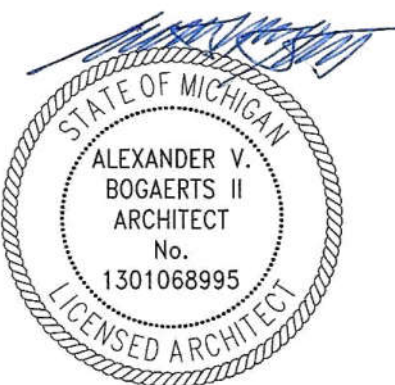
## PROPOSED FIRST FLOOR PLAN

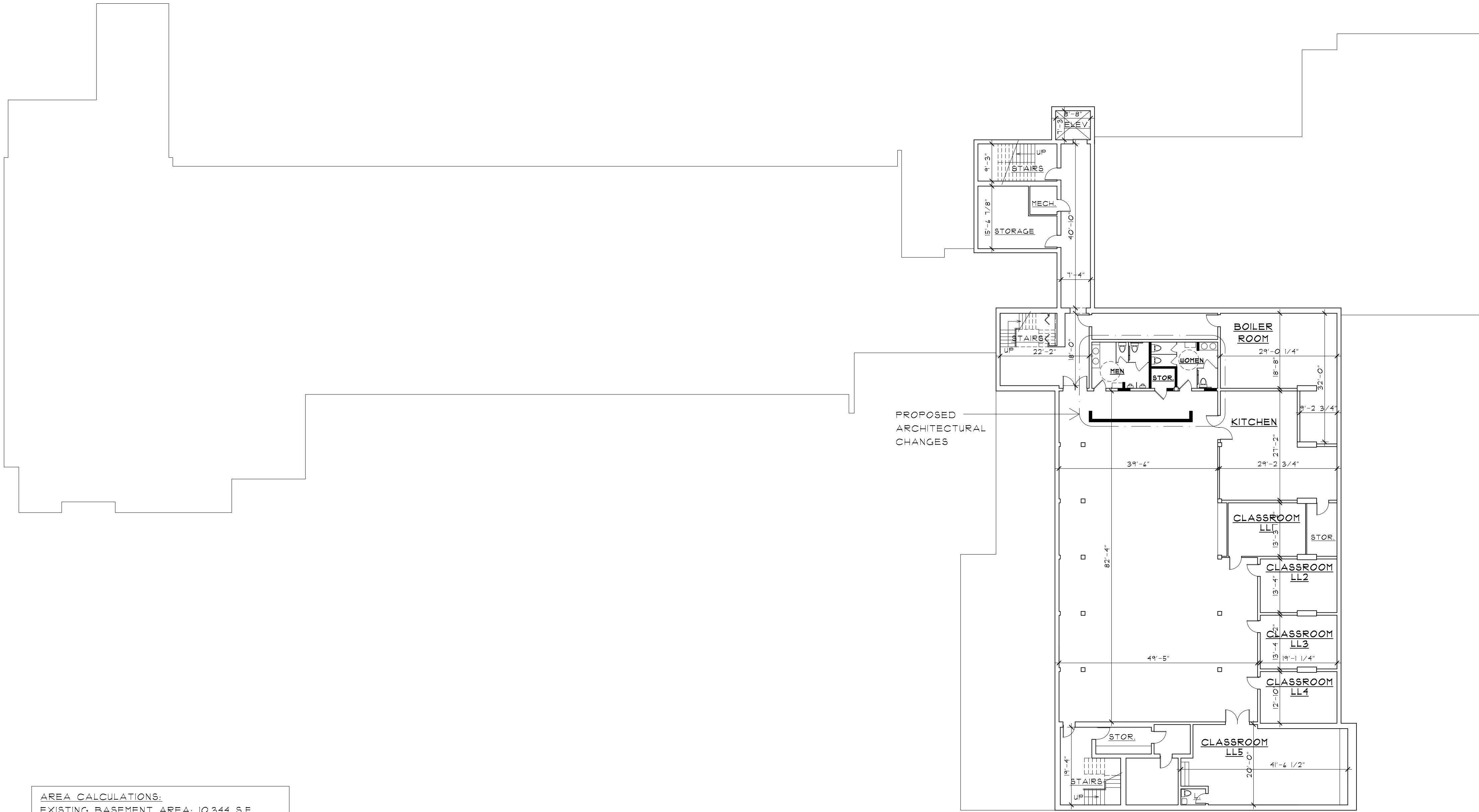
SCALE: 1/16" = 1'-0"

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  
(+/- 230,848 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.





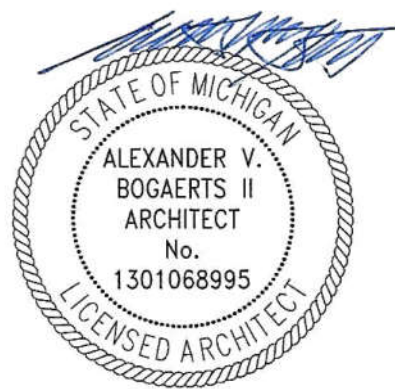
AREA CALCULATIONS:  
EXISTING BASEMENT AREA: 10,344 S.F.  
EXISTING FIRST FLOOR AREA: 33,964 S.F.  
PROPOSED ADDITION (HALLWAY): 717 S.F.  
(TOTAL NEW FIRST FLR. AREA: 34,681 S.F.)

## EXISTING BASEMENT PLAN

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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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.
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    - 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.



DRAWN BY  
XX  
CAD FILENAME  
1949OSLC\_  
CHECKED BY  
XX  
JOB NUMBER  
1949  
DATE  
00-00-2016  
SHEET NUMBER

A101

CLIENT/PROJECT  
OUR SHEPHERD LUTHERAN CHURCH  
2225 E. FOURTEEN MILE ROAD  
BIRMINGHAM, MICHIGAN

COPYRIGHT 2021  
ALEXANDER V.  
BOGAERTS & ASSOC.

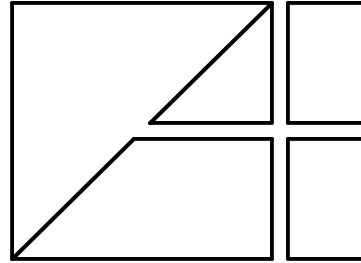
■ PRELIMINARY  
06.01.21  
■ BIDS  
06.01.21  
■ PERMITS  
06.01.21  
■ CONSTRUCTION  
06.01.21

REVISIONS  
01-XX-2022  
SLUP PB SUBMIT.

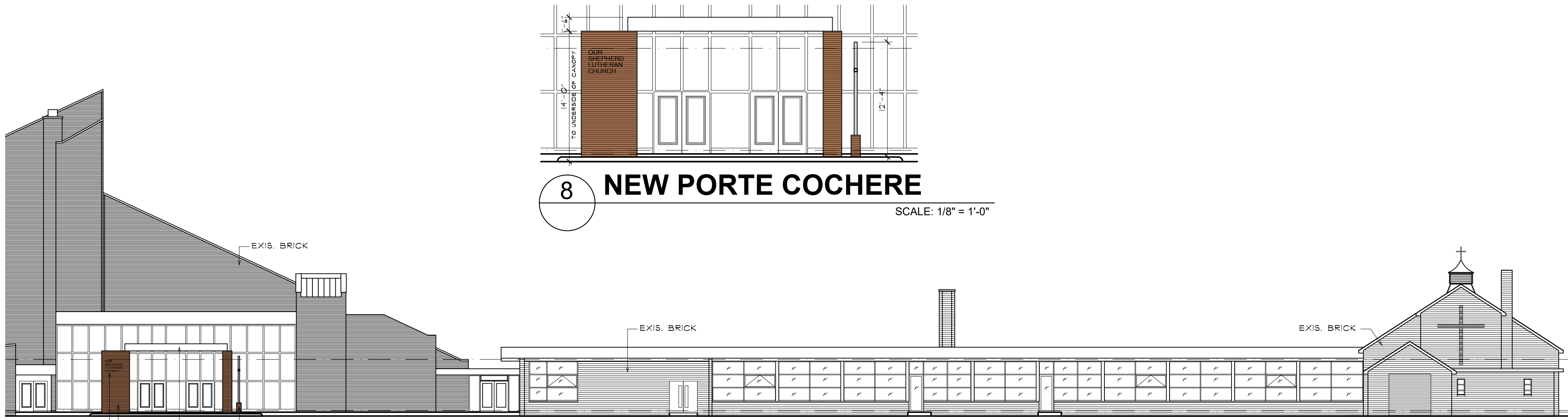
SHEET TITLE  
BASEMENT PLAN  
PRELIMINARY

Alexander V. Bogaerts + Associates, P.C. • Architecture • Planning • Interior Design

2445 Franklin Road  
Bloomfield Hills, MI 48302  
248 • 334 • 5000







## 8 NEW PORTE COCHERE

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

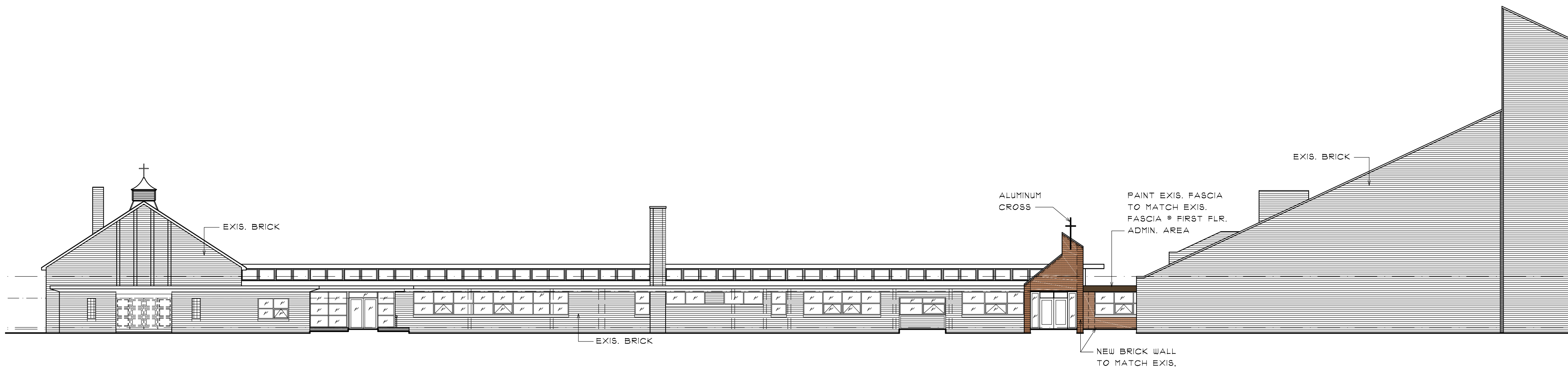
CHURCH SIGNAGE  
(4'-0" x 3'-0" x 1/2" S.F.),  
PIN-MTD. LETTERS

BRICK PIER TO  
MATCH EXISTING

NEW FREESTANDING CROSS  
(ALUMINUM TO MATCH EXIS. WINDOW FRAMES)  
WHITE METAL FASCIA \* NEW  
COVERED ENTRY TO MATCH  
EXIS. FASCIA BEYOND

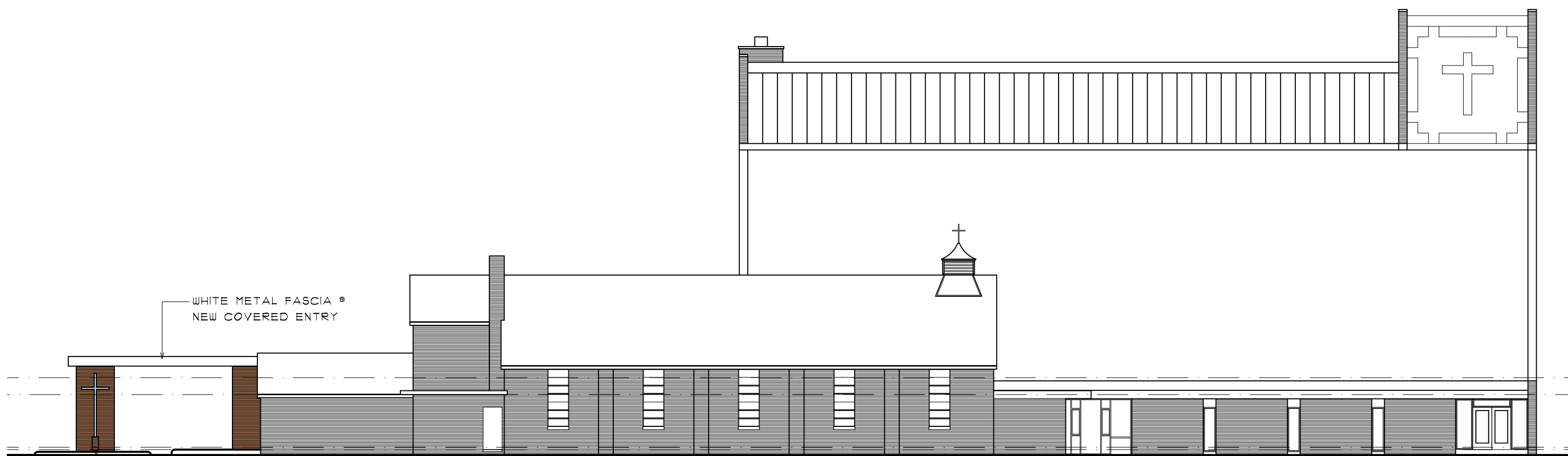
## 7 NORTH ELEVATION

SCALE: 1/16" = 1'-0"



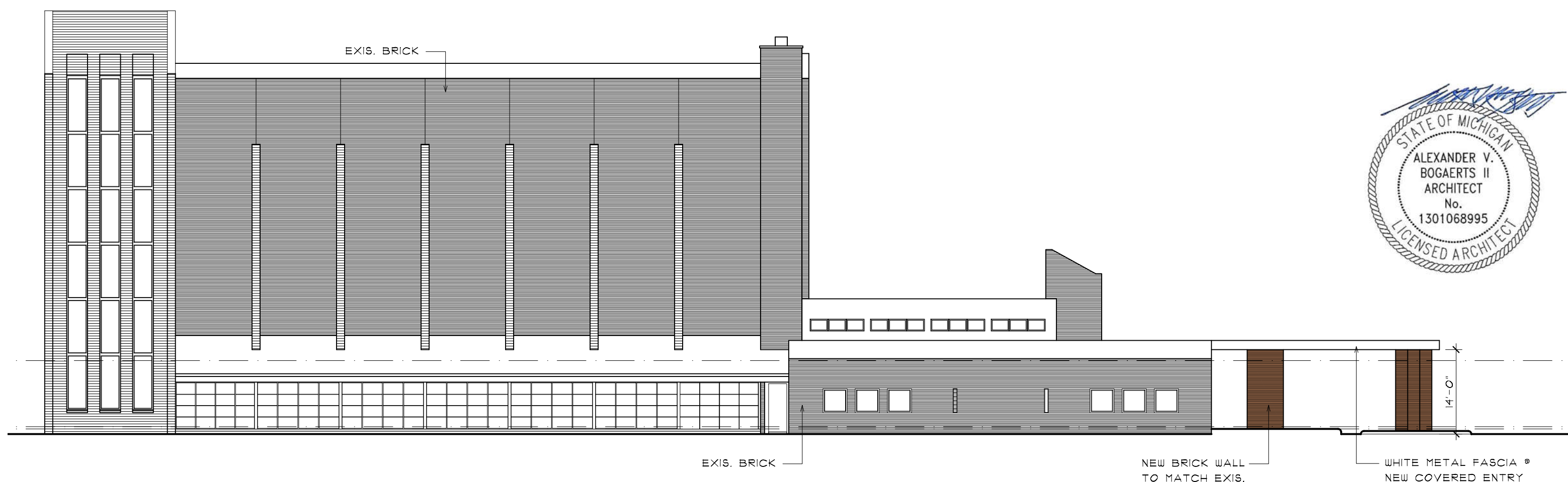
## 6 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



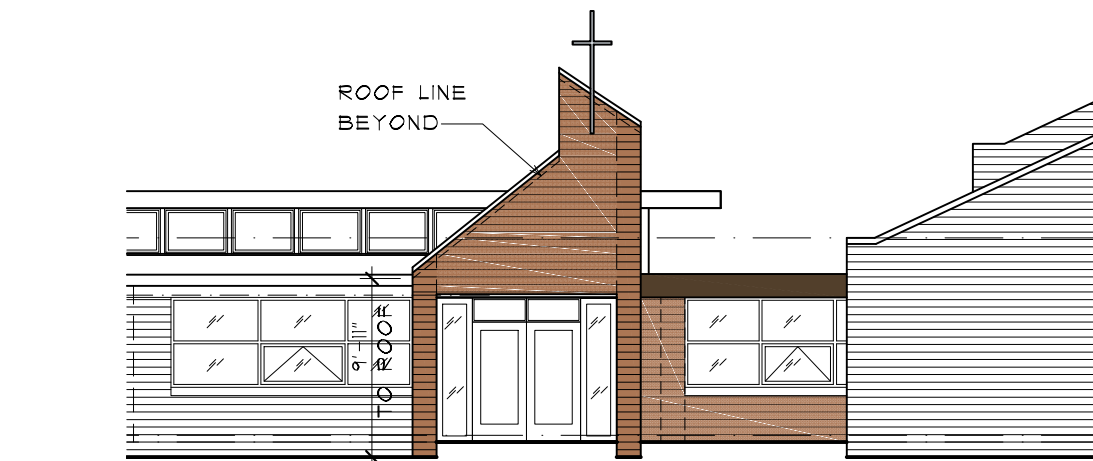
## 5 PARTIAL WEST ELEVATION

SCALE: 1/16" = 1'-0"



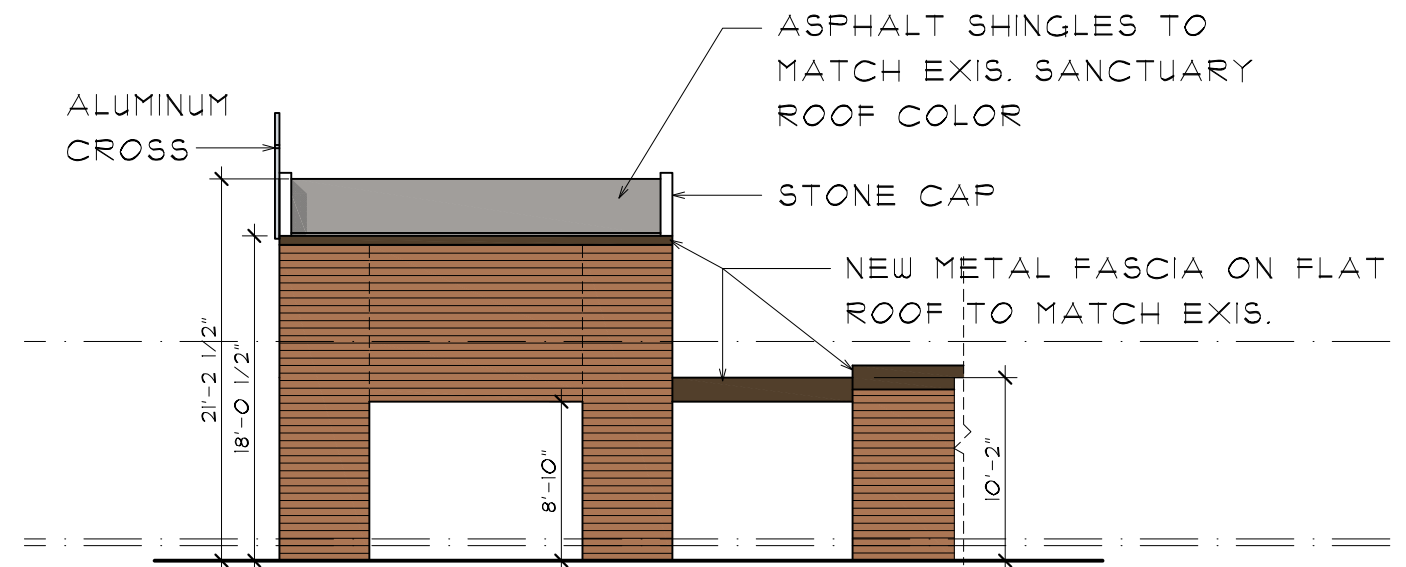
## 1 PARTIAL EAST ELEVATION

SCALE: 1/16" = 1'-0"



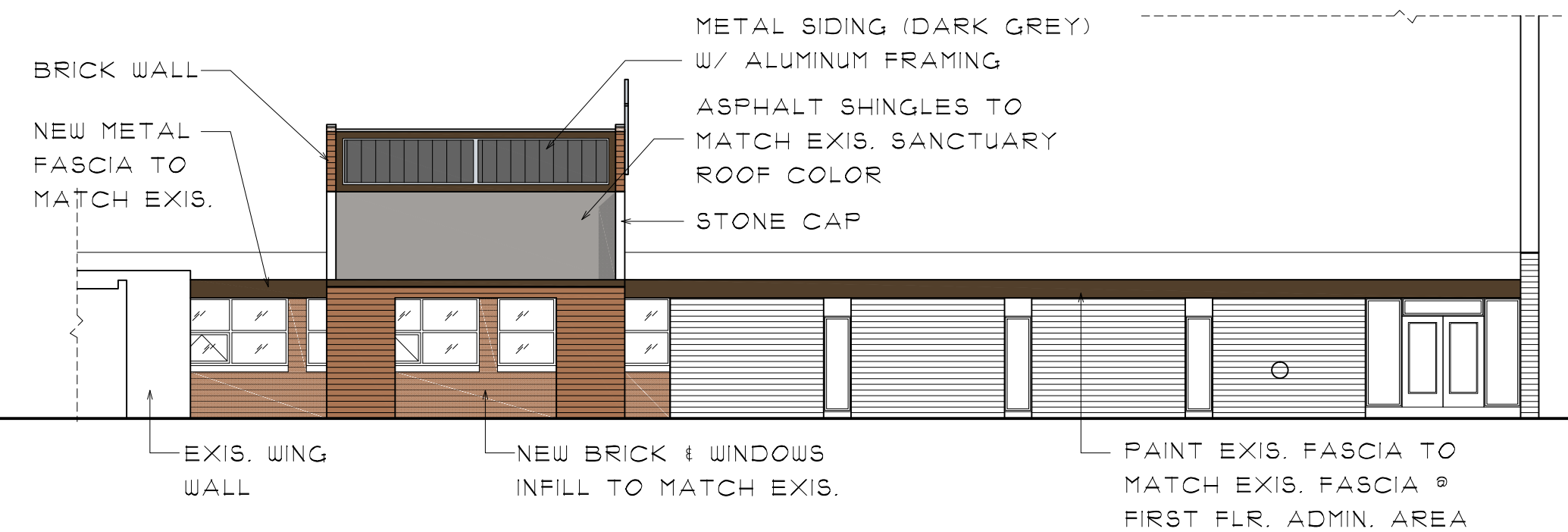
## 4 NEW COVERED ENTRY & DOOR

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



## 3 RIGHT SIDE OF NEW COVERED ENTRY

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



## 2 VIEW BEYOND @ NEW COVERED ENTRY

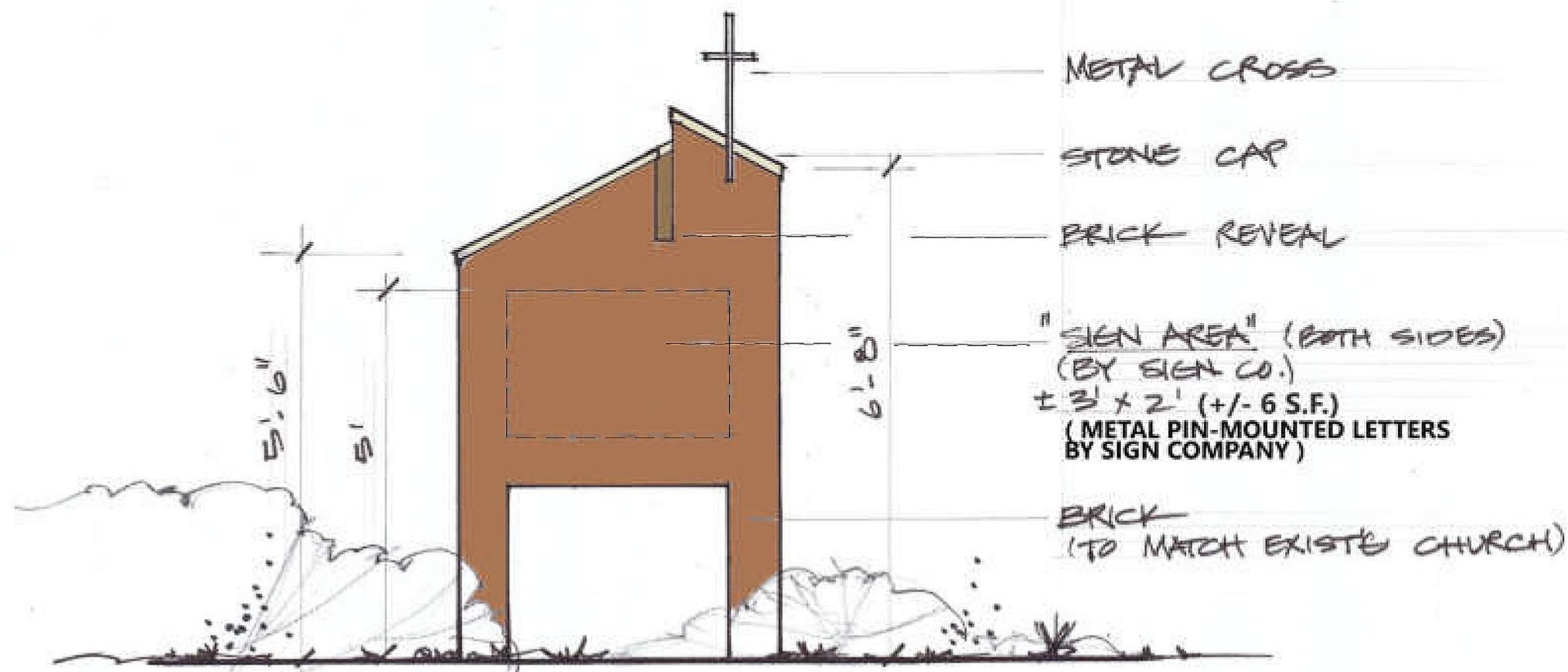
SCALE: 3/32" = 1'-0"

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.

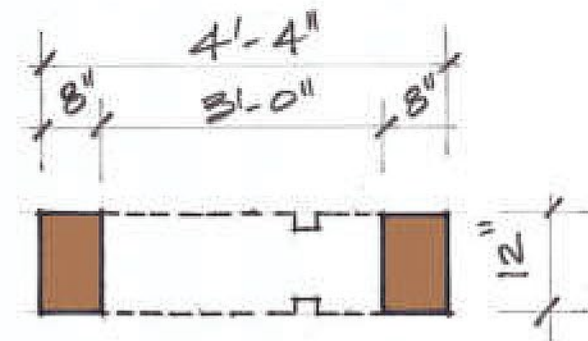
### LIST OF PROP. DESIGN CHANGES:

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.

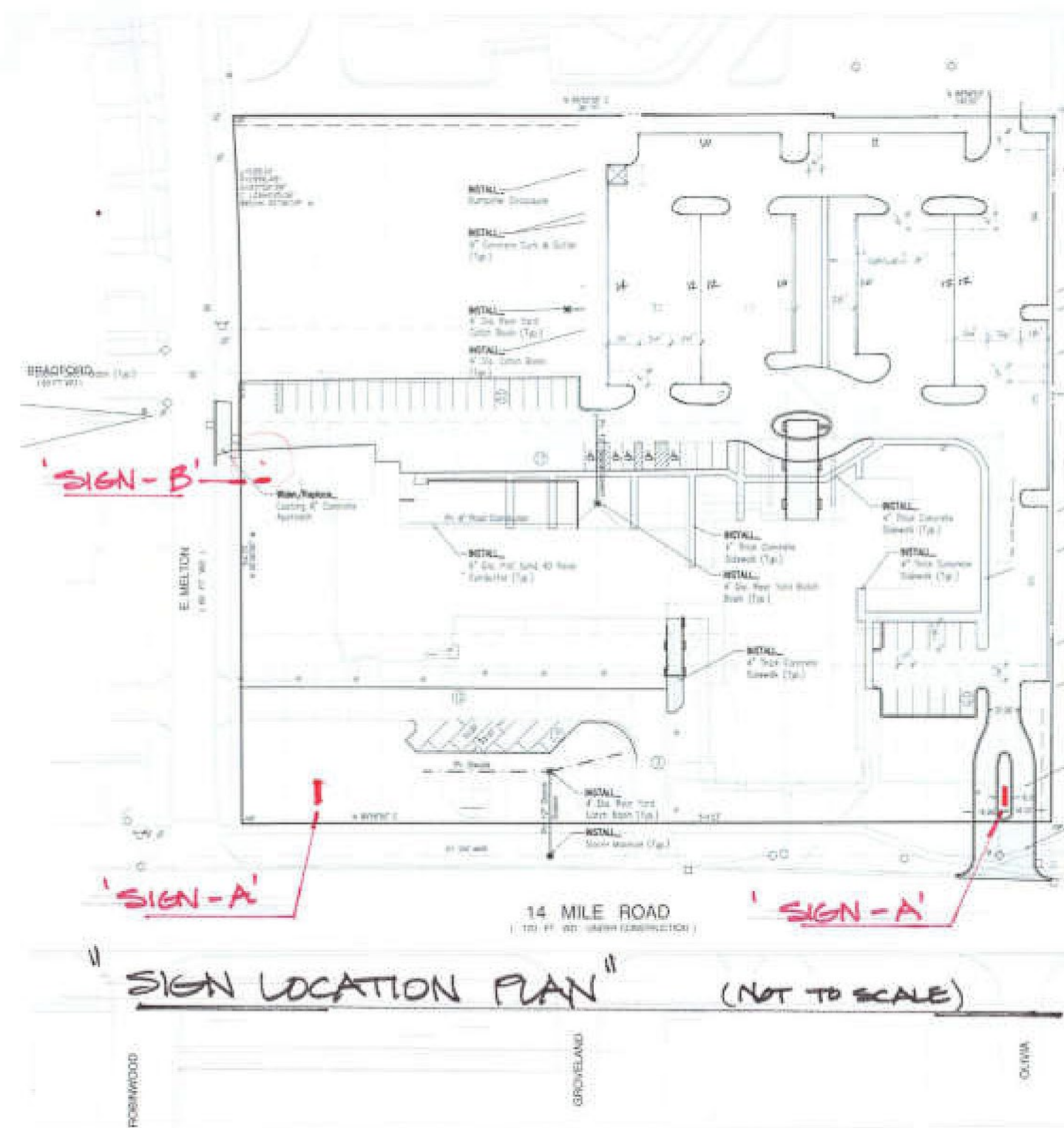




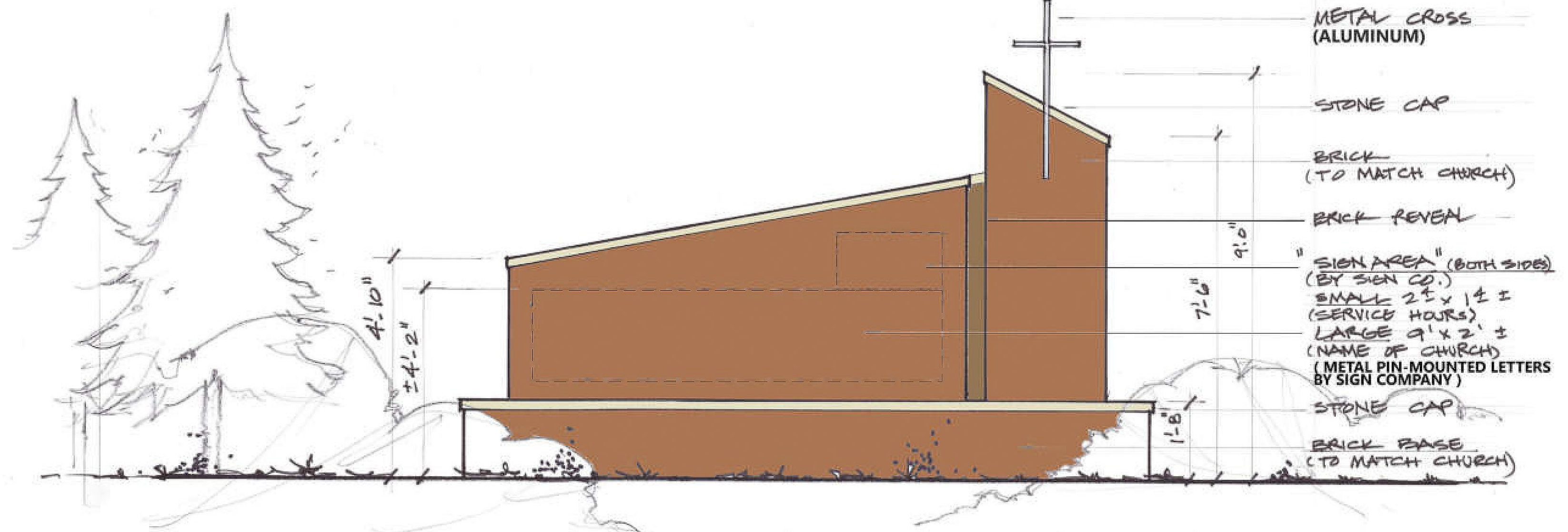
"SIGN ELEVATION" - 'B' 1/2" = 1'-0"  
MELTON RD - WEST/NORTH PARKING DRIVE ACCESS



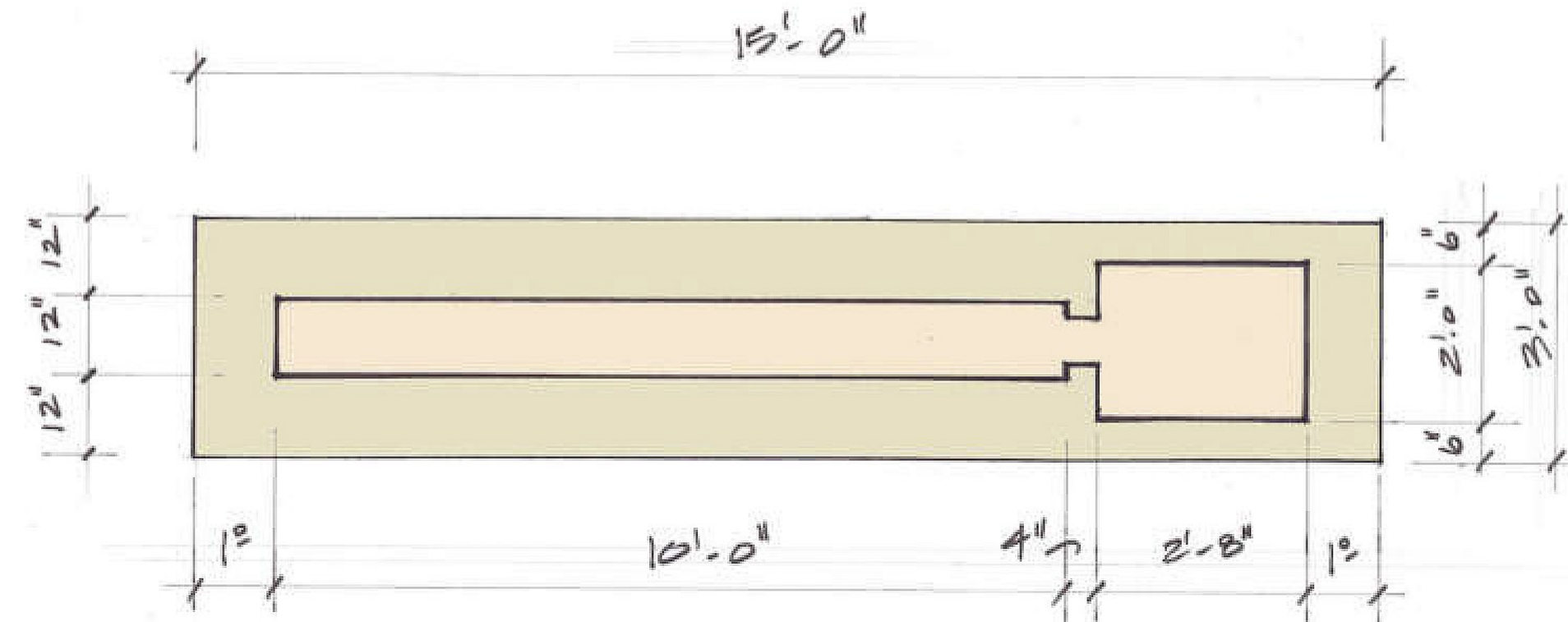
"SIGN - PLAN" 1/2" = 1'-0"



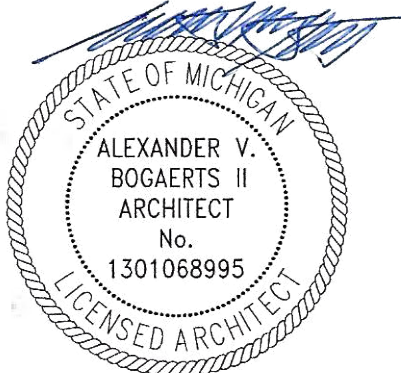
"SIGN LOCATION PLAN" (NOT TO SCALE)



"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







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









# Our Shepherd Lutheran Church

City of Birmingham, Michigan

unless noted otherwise, numerical value on landscape quantities specified on plan take precedence over graphic representation.

<b>street tree (14 mile road)</b>		<b>REQUIRED</b>	<b>PROVIDED</b>
TOTAL LN.FT. OF GREENBELT FRONTAGE	515.00±		
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 40 LN.FT. (515.00 LN.FT. / 40 LN.FT. = 12.9 TREES)		13	3 + 10 EXISTING
<b>street tree (E. melton road)</b>		<b>REQUIRED</b>	<b>PROVIDED</b>
TOTAL LN.FT. OF GREENBELT FRONTAGE	444.05±		
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 40 LN.FT. (444.05 LN.FT. / 40 LN.FT. = 11.25 TREES)		11	12 EXISTING
<b>parking</b>		<b>REQUIRED</b>	<b>PROVIDED</b>
TOTAL SQ.FT OF PARKING AREA PROVIDED	70,361		
TOTAL SQ.FT OF LANDSCAPE AREA REQUIRED (70,361 SQ.FT * 5% = 3,918 SQ.FT)	3,000.19		
ONE (1) 3"DECIDUOUS OR EVERGREEN TREE PER 150 SQ.FT (3,918 SQ.FT / 150 SQ.FT = 26.12 TREES)		26	26

key	quant. LS-1	botanical name	common name	size	comments
GT	4	GLEDITSIA TRI. INERMIS 'SKYCOLE'	SKYLINE LOCUST	2 1/2" BB	
AF	0	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	
AR	2	ACER R. 'ARMSTRONG'	ARMSTRONG RED MAPLE	3" BB	
CB	1	CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL EUROPEAN HORNBEECH	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	
OK	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	
MIR	2	MALUS 'RED BARRON'	RED BARRON CRABAPPLE	2" BB	
PP	2	PICEA PUNGENS	COLORADO SPRUCE	8" BB	
PPL	1	PICEA PUNGENS	COLORADO SPRUCE	10" BB	

- LANDSCAPE CONTRACTOR SHALL VISIT THE SITE, INSPECT EXISTING 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 ADVISE LOCATION OF ALL UTILITIES, GAS, ELECTRICITY, TELEPHONE, CABLE TO BE LOCATED BY CONTACTING MISS DIG I-800-482-1111. 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 SHALL BE OVER GRAFIC. CONTRACTOR SHALL 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 HARDWOOD 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:

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 SEPARATE 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 RECEIVE EDGING. EDGING SHALL BE 4" X 1/8" METAL (FINISH BLACK OR GREEN). OR UNWRAPPED 2" X 1/8" METAL TO BE INSTALLED WITH HORIZONTAL METAL STAKES AT 32" O.C. OR PER MANUFACTURER'S SPECIFICATION.
18. ALL NEW PARKING ISLANDS AND LANDSCAPE BEDS ADJACENT AND NEXT TO BUILDING SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND FLOOR 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 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 INSTALLATION DATE APPROVED BY THE CITY OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE 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.





seal:



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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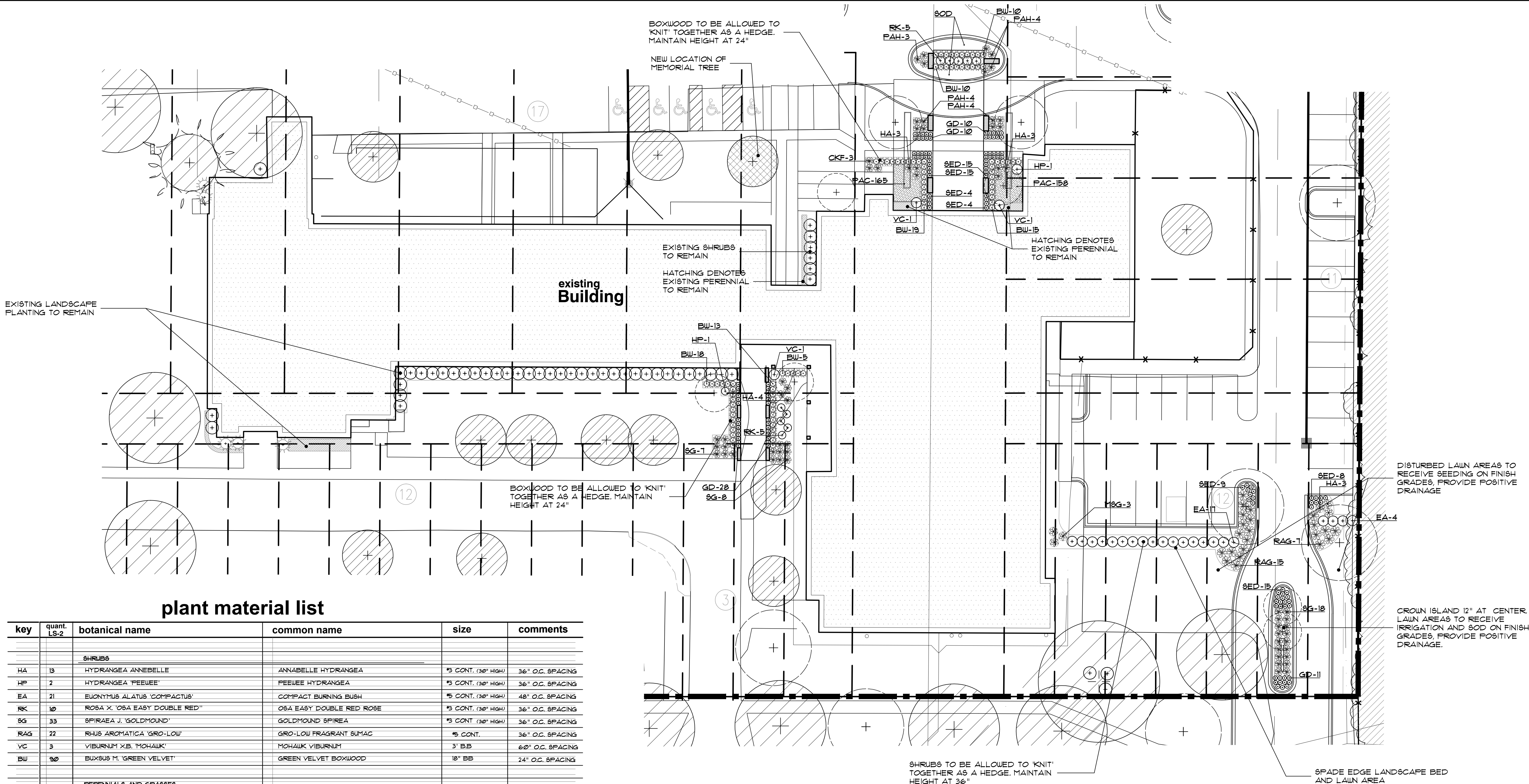
The location and elevations of existing  
underground utilities as shown on this  
drawing are only approximate. No guarantee  
is either expressed or implied as to the  
completeness of accuracy. Contractor shall be  
exclusively responsible for determining the  
exact location and elevation prior to the start  
of construction

project no:

LS22.010.01

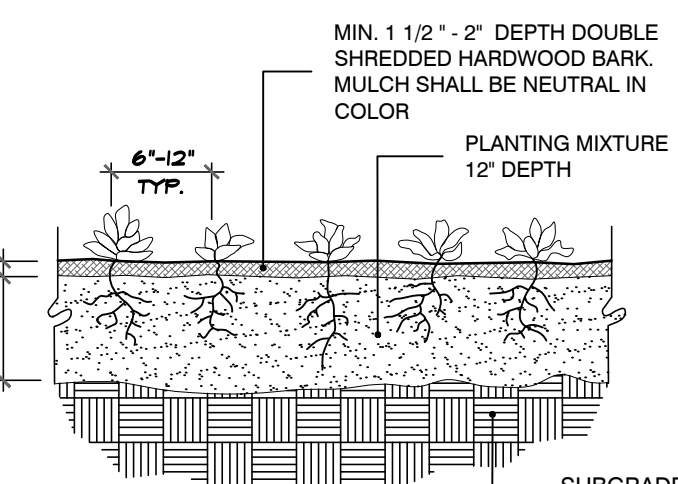
sheet no:

**LS-2** of 3



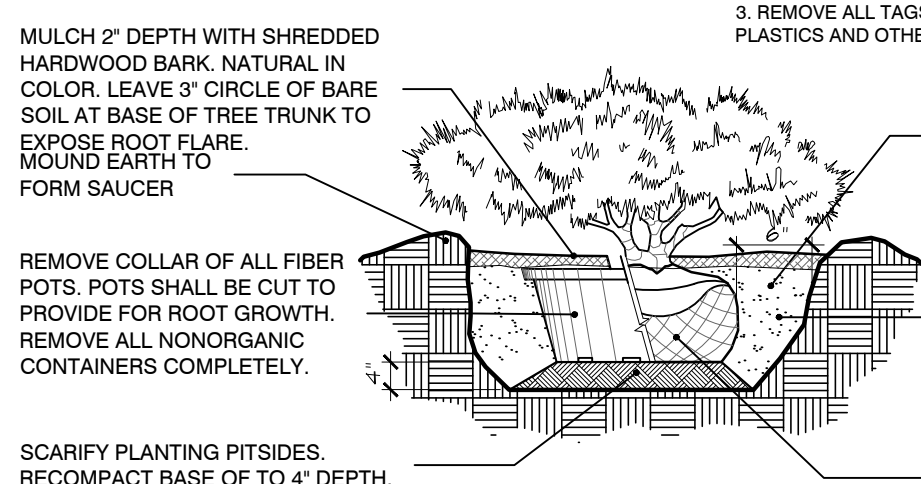
### plant material list

key	quant. LS-2	botanical name	common name	size	comments
<b>SHRUBS</b>					
HA	13	HYDRANGEA ANNEBELLE	ANNABELLE HYDRANGEA	13 CONT. (30" HIGH)	36" O.C. SPACING
HP	2	HYDRANGEA 'PEEWEE'	PEEWEE HYDRANGEA	13 CONT. (30" HIGH)	36" O.C. SPACING
EA	21	EUONYMUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	15 CONT. (30" HIGH)	48" O.C. SPACING
RK	10	ROSA X 'OSA EASY DOUBLE RED'	OSA EASY DOUBLE RED ROSE	13 CONT. (30" HIGH)	36" O.C. SPACING
SG	33	SPIRAEA J. 'GOLDMOUND'	GOLDMOUND SPIRAEA	13 CONT. (30" HIGH)	36" O.C. SPACING
RAG	22	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	15 CONT.	36" O.C. SPACING
VC	3	VIBURNUM X.B. 'MOHAUK'	MOHAUK VIBURNUM	3' B.B.	60" O.C. SPACING
BW	30	BUXUS M. 'GREEN VELVET'	GREEN VELVET BOXWOOD	18" B.B.	24" O.C. SPACING
<b>PERENNIALS AND GRASSES</b>					
GD	59	GERANIUM X. 'ROZANNE'	ROZANNE GERANIUM	8 / FLAT	10" O.C. SPACING
SED	10	SEDUM SPECTABILE 'NEON'	NEON SEDUM	1" CONT.	10" O.C. SPACING
PAC	323	PACHYSTANDRA TERMINALIS	JAPANESE SPURGE 'J. GREEN CARPET'	24/FLAT	10" O.C. SPACING
PAH	15	PENNISETUM ALOPECUROIDES 'HAHELN'	DWARF FOUNTAIN GRASS	13 CONT.	36" O.C. SPACING
MSG	3	MISCANTHUS SINENSIS 'MORNING LIGHT'	MORNING LIGHT JAPANESE SILVER GRASS	13 CONT.	42" O.C. SPACING
CKF	3	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	13 CONT.	36" O.C. SPACING



perennial planting detail

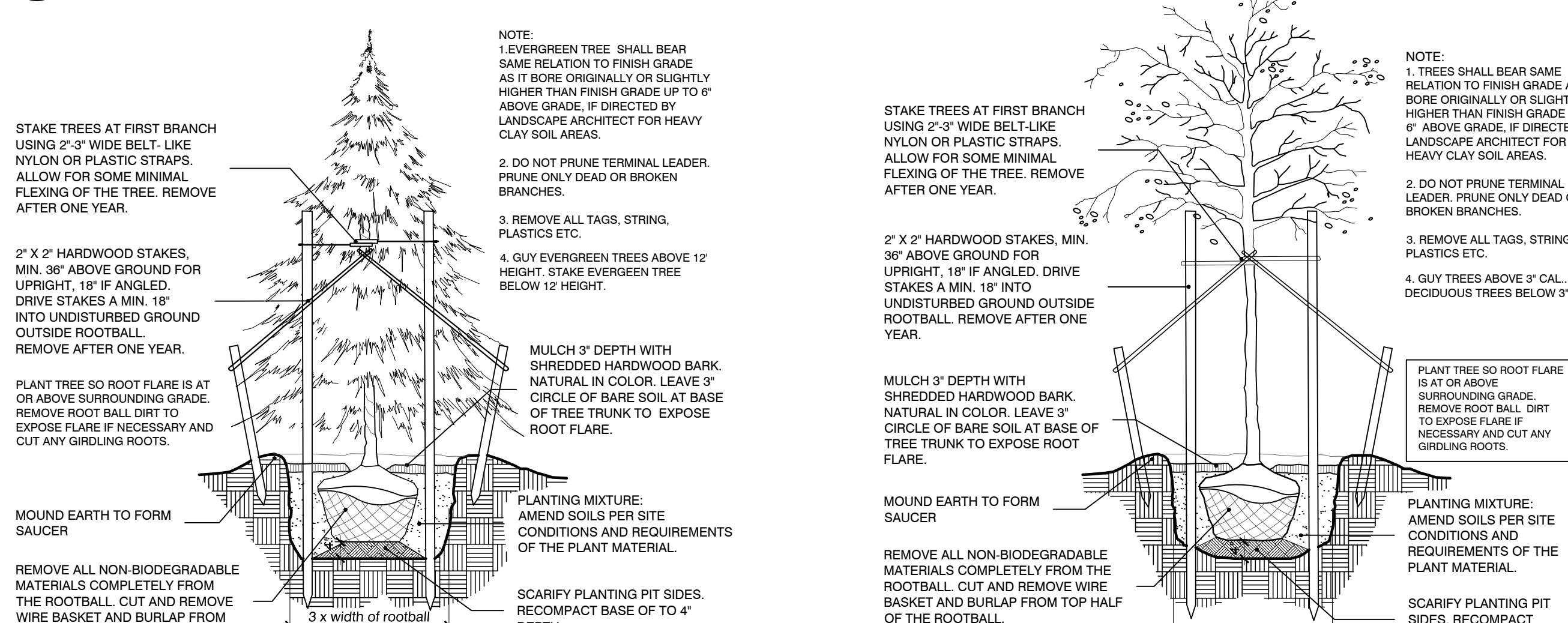
no scale



shrub planting detail

no scale

### 2A building foundation planting detail SCALE: 1"=20'



evergreen planting detail

no scale

tree planting detail

no scale



seal:



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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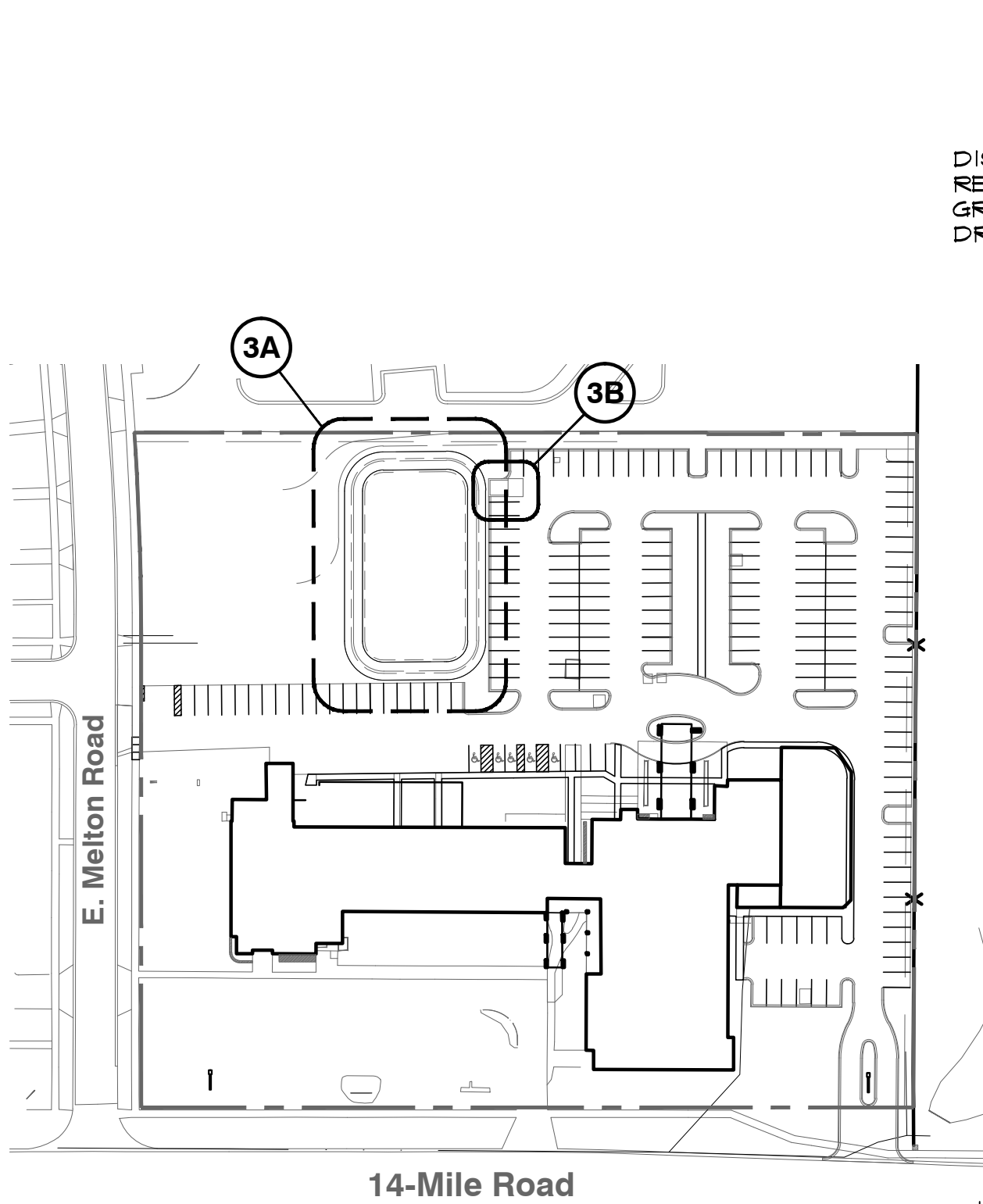
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exclusively responsible for determining the  
exact location and elevation prior to the start  
of construction

project no:

LS22.010.01

sheet no:

LS-3 of 3



### key reference location map

NO SCALE



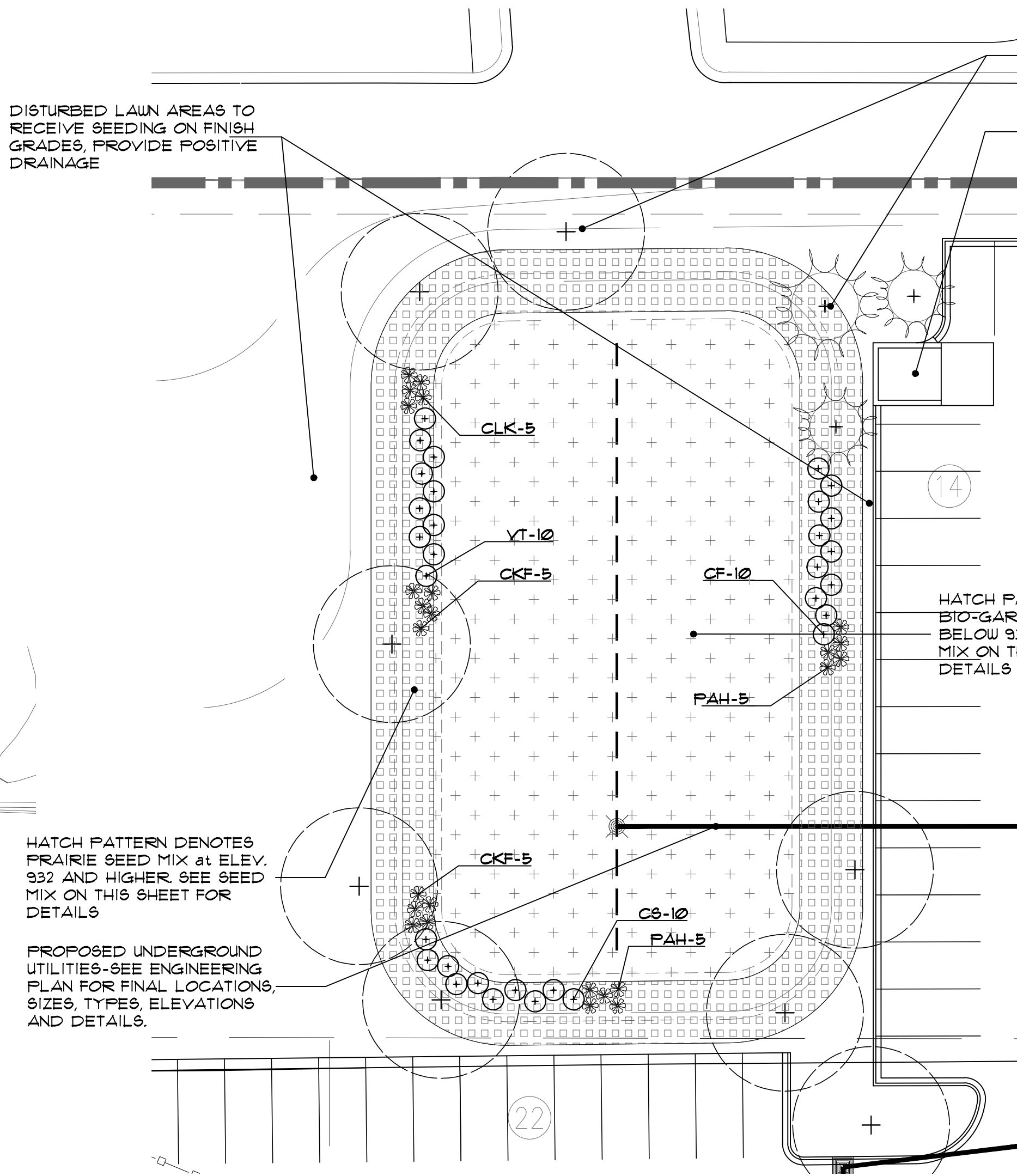
typ. bio-garden view

### 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 DZ/Acre
<b>Permanent Grasses/Sedges</b>		
<i>Bolboschoenus fluvialis</i>	River Bulrush	1.00
<i>Carex crinitella</i>	Oreated Oval Sedge	0.50
<i>Carex lurida</i>	Bottlebrush Sedge	3.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	2.00
<i>Elymus virginicus</i>	Virginia Wild Rye	24.00
<i>Elymus striatus</i>	Fowl Meadow Grass	1.00
<i>Juncus effusus</i>	Common Rush	1.00
<i>Leersia oryzoides</i>	Rice Cut Grass	1.00
<i>Panicum virgatum</i>	Switch Grass	2.00
<i>Scleroplectus tabernaemontani</i>	Steel Bulrush	3.00
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00
<i>Scirpus eximius</i>	Wool Grass	1.00
	<b>Total</b>	<b>41.50</b>
<b>Temporary Cover</b>		
<i>Avena sativa</i>	Common oat	380.00
<i>Lolium multiflorum</i>	Annual Rye	100.00
	<b>Total</b>	<b>480.00</b>

<b>Forbs</b>		
<i>Alisma subcordatum</i>	Common Water Plantain	2.50
<i>Asclepias incarnata</i>	Swamp Milkweed	2.00
<i>Bidens spp.</i>	Bidens Species	2.00
<i>Eupatorium perfoliatum</i>	Common Boneset	1.00
<i>Falerium autumnale</i>	Sweetweed	2.00
<i>Iris virginica v. shrevei</i>	Blue Flag	4.00
<i>Lycopus americanus</i>	Common Water Horehound	0.50
<i>Mimulus ringens</i>	Monkey Flower	1.00
<i>Pentstemon sedifolius</i>	Ditch Stenoprep	0.50
<i>Pensicaria spp.</i>	Pinkweed Species	2.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	1.00
<i>Rudbeckia triloba</i>	Brown-Eyed Susan	1.50
<i>Sagittaria arifolia</i>	Common Arrowhead	1.00
<i>Serratula lutescens</i>	Wild Senna	2.00
<i>Symphoricarum lanceolatum</i>	Panicle Aster	0.50
<i>Symphoricarum novae-angliae</i>	New England Aster	0.50
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	2.00
	<b>Total</b>	<b>26.50</b>



HATCH PATTERN DENOTES  
PRAIRIE SEED MIX AT ELEV.  
932 AND HIGHER. SEE SEED  
MIX ON THIS SHEET FOR  
DETAILS

PROPOSED UNDERGROUND  
UTILITIES-SEE ENGINEERING  
PLAN FOR FINAL LOCATIONS,  
SIZES, TYPES, ELEVATIONS  
AND DETAILS.

### 3A bio-garden basin seeding plan

SCALE: 1"=20'

### 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.

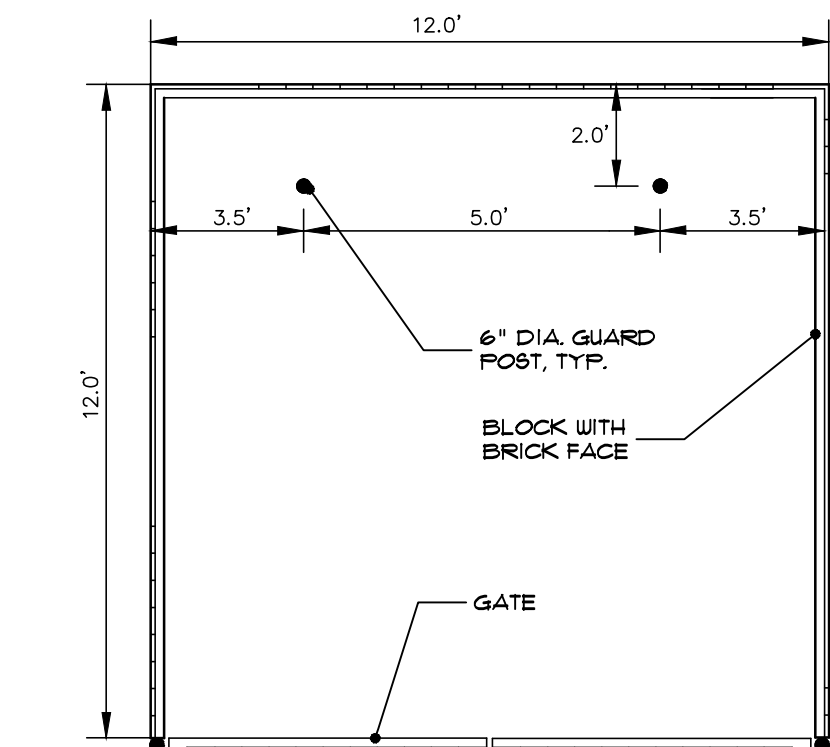
Botanical Name	Common Name	PLS DZ/Acre
<b>Permanent Grasses/Sedges</b>		
<i>Andropogon gerardii</i>	Big Bluestem	12.00
<i>Bouteloua curtipendula</i>	Side-Oats Grama	16.00
<i>Carex spp.</i>	Prairie Sedge Species	3.00
<i>Elymus canadensis</i>	Canada Wild Rye	24.00
<i>Panicum virgatum</i>	Switch Grass	2.50
<i>Schizachyrium scoparium</i>	Little Bluestem	32.00
<i>Sorghastrum nutans</i>	Indian Grass	12.00
	<b>Total</b>	<b>101.50</b>
<b>Temporary Cover</b>		
<i>Avena sativa</i>	Common oat	380.00
<i>Lolium multiflorum</i>	Annual Rye	100.00
	<b>Total</b>	<b>480.00</b>
<b>Forbs</b>		
<i>Asclepias syriaca</i>	Common Milkweed	1.00
<i>Asclepias tuberosa</i>	Butterfly Weed	1.00
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.00
<i>Coneospora lanceolata</i>	Sand Coneopsis	6.00
<i>Echinacea purpurea</i>	Black-Leaved Purple Coneflower	8.00
<i>Helopsis helianthoides</i>	False Sunflower	0.25
<i>Morinda fastuosa</i>	Wild Bergamot	0.50
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	1.00
<i>Ratibida pinnata</i>	Yellow Coneflower	4.00
<i>Rudbeckia hirta</i>	Black-Eyed Susan	8.00
<i>Solidago speciosa</i>	Showy Goldenrod	0.50
<i>Symphoricarum laeve</i>	Smooth Blue Aster	1.00
<i>Symphoricarum novae-angliae</i>	New England Aster	0.50
	<b>Total</b>	<b>41.75</b>

Cardno Native Plant Nursery  
128 Sunset Drive  
Walkerton, Indiana 46514  
Phone: 514-586-2412  
Fax: 514-586-2118  
nurserysales@cardno.com

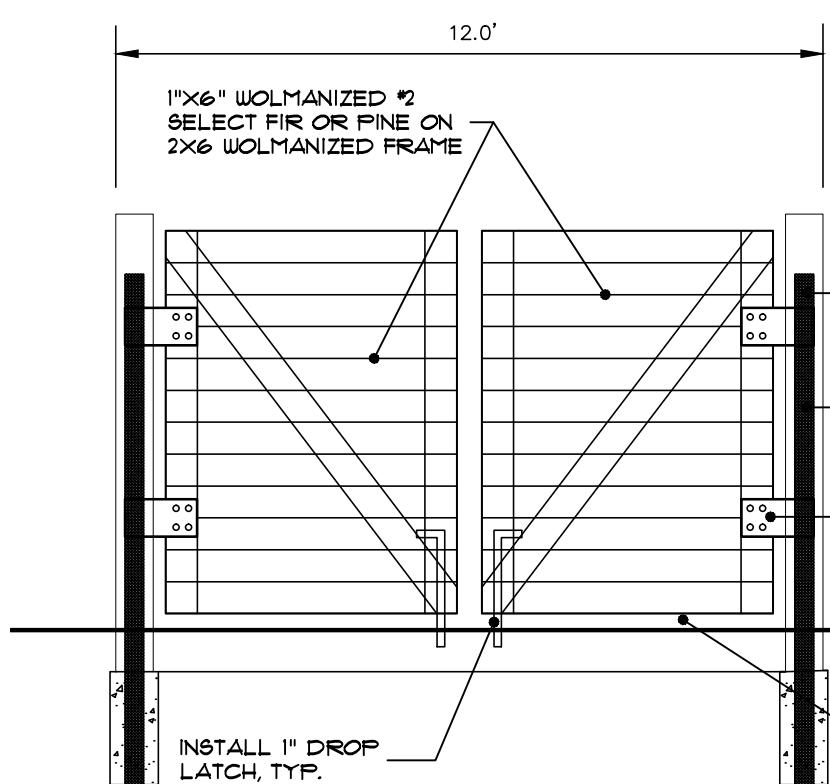
PROPOSED ADJACENT  
LANDSCAPE PLANTINGS-SEE SHT.  
LS-1 FOR DETAILS

PROPOSED TRASH DUMPSTER  
LOCATION-SEE THIS SHEET FOR  
DETAILS

HATCH PATTERN DENOTES  
BIO-GARDEN SEED MIX  
BELOW 932 ELEV. SEE SEED  
MIX ON THIS SHEET FOR  
DETAILS



Plan View



Single Gate Trash Enclosure Elevation

### 3B dumpster detail

NO SCALE

## plant material list (bio-garden)

key	quant.	botanical name	common name	size	comments
CS	10	CORNUS STOLONIFERA	REDTWIN 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 CRANBERRYBUDH VIBURNUM	3" B.B.	60" O.C. SPACING
PAH	10	PENNISETUM ALOPECUROIDES 'HAPEL'	DWARF FOUNTAIN GRASS	1/2 CONT.	36" O.C. SPACING
CKF	15	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	1/2 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 NURSERY 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" FULLED AWAY FROM TRUNK, 3" THICK BARK MULCH FOR SHRUBS AND 2" THICK BARK MULCH FOR PERENNIALS.
- 5) CALL MISS DIG AT 1-800-482-7171 PRIOR TO ANY CONSTRUCTION.

DECIDUOUS 4 EVERGREEN TREES:

- 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 UNSIGHTLY AND COULD CAUSE GIRDLING.
- 4) REMOVE TREE STAKES, GUY WIRES AND TREE WRAP AFTER ONE WINTER SEASON.

SHRUBS:

- 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 UNSIGHTLY 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:

600 LAWN AREAS SHALL BE KENTUCKY BLUE GRASS BLEND GRASS IN A 600 NURSERY ON LOAM SOIL. 600 TO BE INSTALLED ON MINIMUM 4" TOPSOIL.

SEEDING LAWN AREAS SHALL CONSIST OF THE FOLLOWING TYPES AND PROPORTIONS:

- 5% PERENNIAL RYE GRASS
- 50% RED FESCUE
- 25% CHEWING FESCUE
- 60% KENTUCKY BLUE GRASS

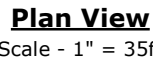
SEED MIX SHALL BE APPLIED AT A RATE OF 200 POUNDS PER ACRE AND WEED CONTENT SHALL NOT EXCEED 1%. SEED. PROVIDE A MINIMUM 4" TOP SOIL ON ALL SEEDING LAWN AREA





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

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.



**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



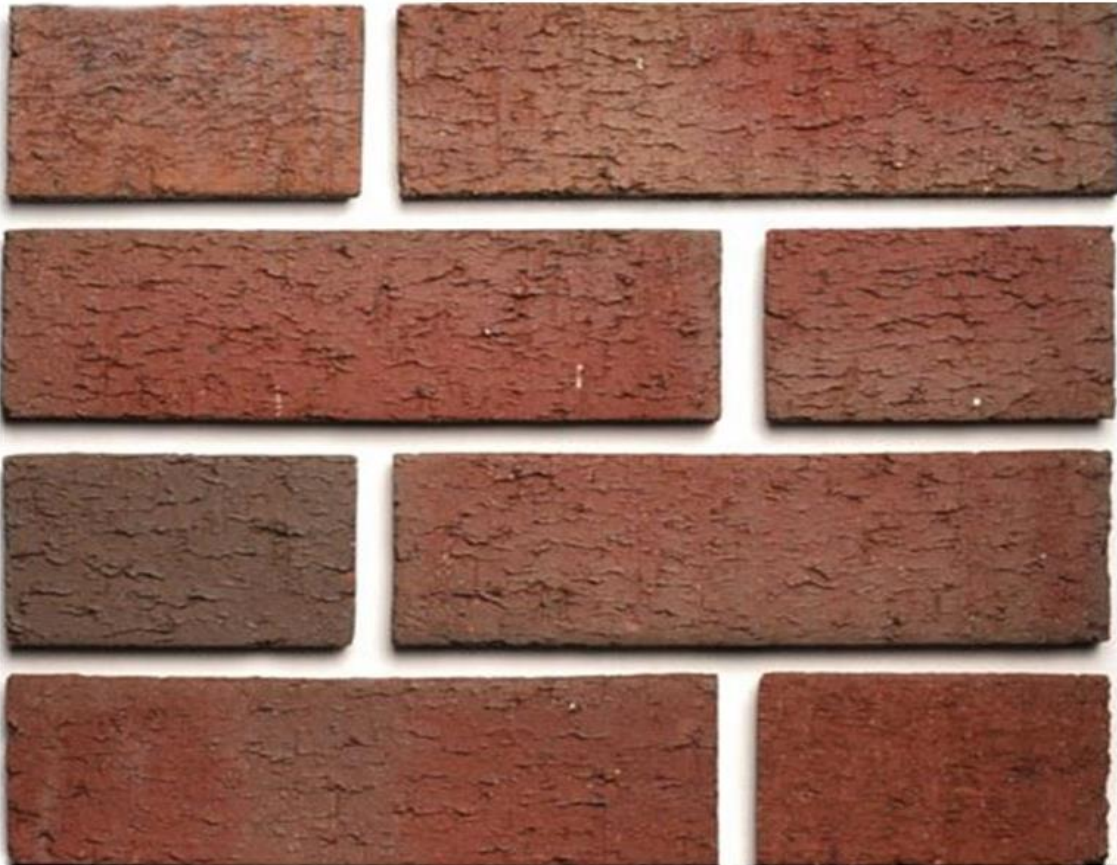
ROOF SHINGLE: COLOR AND STYLE TO MATCH



LIMESTONE CAP TO MATCH EXISTING LIMESTONE CAP



NEW BRICK TO MATCH EXISITNG AT NEW COVERED ENTRANCE

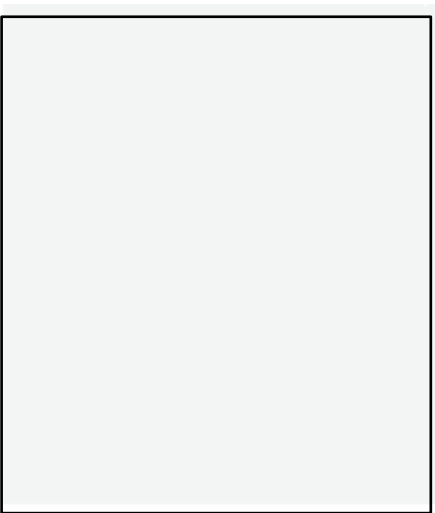


NEW PORTE COCHERE BRICK

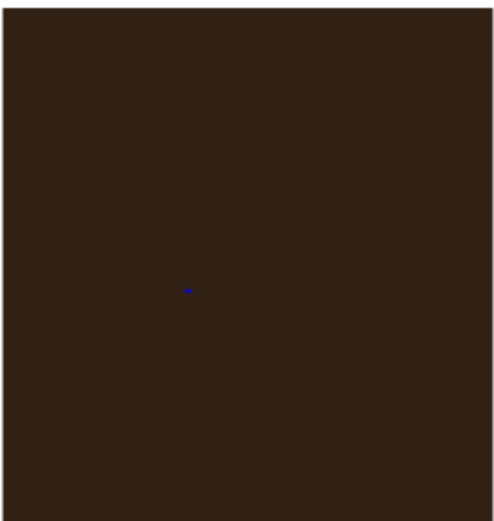
x



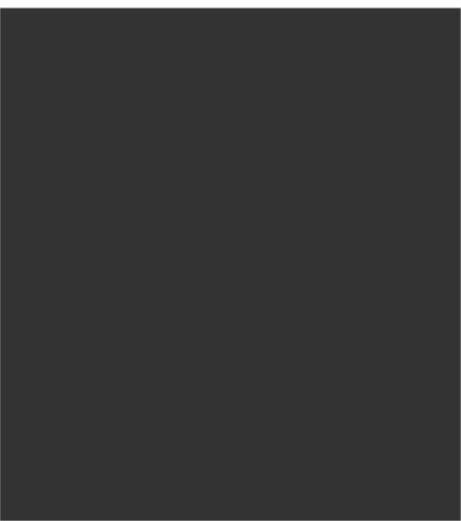
BUILDING AND FREESTANDING CROSS FINISH, ALUMINUM FRAMING FOR METAL SIDING PANELS (MATCH EXISTING)



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



**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

**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

**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

**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 Mellon Rd, (1) at the SW corner of the site (Mellon & 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

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Proposed landscape material: see landscape plan

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## 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

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## 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:                     

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## 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

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## 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

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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

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Height of screenwall: existing to remain as is

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### 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

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## 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

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## 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

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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 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, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

By providing your e-mail to the City, you agree to receive news notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

Signature of Owner: N/A Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Applicant: [Signature] 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: \_\_\_\_\_



## 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");

- ☒ 13. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ☒ 14. Existing and proposed utilities and easements and their purpose;
- ☒ 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ☒ 16. General description, location, and types of structures on site;
- ☒ 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- ☒ 18. Details of existing or proposed lighting, signage and other pertinent development features;
- ☒ 19. Elevation drawings showing proposed design;
- ☒ 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- ☒ 21. Location of all exterior lighting fixtures;
- ☒ 22. A Photometric Plan depicting proposed illuminance levels at all property lines;
- ☒ 23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- ☒ 24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

### **Elevation Drawings**

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☒ 25. Color elevation drawings showing the proposed design for each façade of the building;
- ☒ 26. List of all materials to be used for the building, marked on the elevation drawings;
- ☒ 27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- ☒ 28. Details of existing or proposed lighting, signage and other pertinent development features;
- ☒ 29. A list of any requested design changes;
- ☒ 30. Itemized list and specification sheets of all materials, light fixtures and mechanical equipment to be used, including exact size specifications, color, style, and the name of the manufacturer;
- ☒ 31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- ☒ 32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.





## 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: [Signature]

Date: 1/31/2022

#### Office Use Only

Application #: \_\_\_\_\_ Date Received: \_\_\_\_\_ Fee: \_\_\_\_\_  
Date of Approval: \_\_\_\_\_ Date of Denial: \_\_\_\_\_ Reviewed by: \_\_\_\_\_



**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

# CLOVER HILL PARK CEMETERY

*Established in 1918 by Congregation Shaarey Zedek*

2425 E. Fourteen Mile Road • Birmingham, MI 48009 • PHONE 248-723-8884 • FAX 248-723-8886 • [www.cloverhillpark.org](http://www.cloverhillpark.org)

April 5, 2022

Dear David Priskorn,

We understand you have requested light posts on the east side of your parking lot. We have no issue with the placement of directional lights illuminating your lot.

We also understand you will be landscaping along the fence line and will not be installing a block wall.

Please let us know if you need additional information.

Thanks,



Kim  
Kimberly Raznik/Executive Director



April 25, 2022

Board of Zoning Appeals  
City of Birmingham  
151 Martin Street  
P.O. Box 3001  
Birmingham, MI 48012-3001

Dear Sirs/Madams,

Eton Academy understands that our neighbor, Our Shepherd Lutheran Church, is planning parking lot and site work. We have no objection to them installing light poles that are taller than typically permitted in a residentially zoned property.

We also understand that the ordinance requires a masonry screening wall along the rear line of the proposed parking lot. We would prefer that the wall not be built, but rather have landscaping to maintain a more open feel between our properties.

Sincerely,

Pete Pullen  
Head of School





# **Board of Zoning Appeals Documents**

# **CASE DESCRIPTION**

## **2225 E Fourteen Mile (22-16)**

**Hearing date: May 10, 2022**

**Appeal No. 22-16:** The owner of the property known 2225 E Fourteen Mile, requests the following variances to update the site's parking lot and landscaping:

- A. Chapter 126, Article 4, Section 4.54(C)(1) requires a 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. The subject property adjoins a school and a cemetery that are zoned R2 Single Family Residential for a total of 997 feet, therefore, a dimensional variance of 997 feet is being requested.
- B. Chapter 126, Article 4, Section 4.54(C)(3)(a) requires a screen wall along the front or side of any parking facility that abuts a street. The subject property has 441 feet of parking lot facing a street; therefore, a dimensional variance of 441 feet is being requested.
- C. Chapter 126, Article 4, Section 4.21(F)(1) requires maximum height for pole mounted luminaires to be 13' for parking lots adjacent to residential properties. The subject site is proposing 16' pole mounted luminaires; therefore, a dimensional variance of 3 feet is being requested.
- D. Chapter 1, Article 1, Table D of the Sign Ordinance permits religious institutions to have one sign at 20 square feet or less if less than 500 feet from occupied residential dwellings, or 40 square feet of signage if it is more than 500 feet from occupied residential dwelling units. The applicant is proposing three signs for a total of 104 square feet of signage, therefore a dimensional variance of 64 square feet is being proposed.

**Staff Notes:** The applicant, Our Shepherd Lutheran Church, is proposing to make updates to the church and the parking lot. The property is zoned R2 Single Family Residential which permits religious institutions with a Special Land Use Permit. The property is bound by the R2 Single-Family Residential zone to the north where Eton Academy is located, and Clover Cemetery to the east. The south and western portion of the property are along 14 Mile Road and Melton Road.

The applicant is proposing 200 parking spaces on-site which will be located in the front, side, and rear of the building. Parking facilities are required to be screened with a 32 masonry wall when facing a street. A 6 foot screenwall is required for parking facilities that are adjacent to residential zones, which are a school and a cemetery in this case.

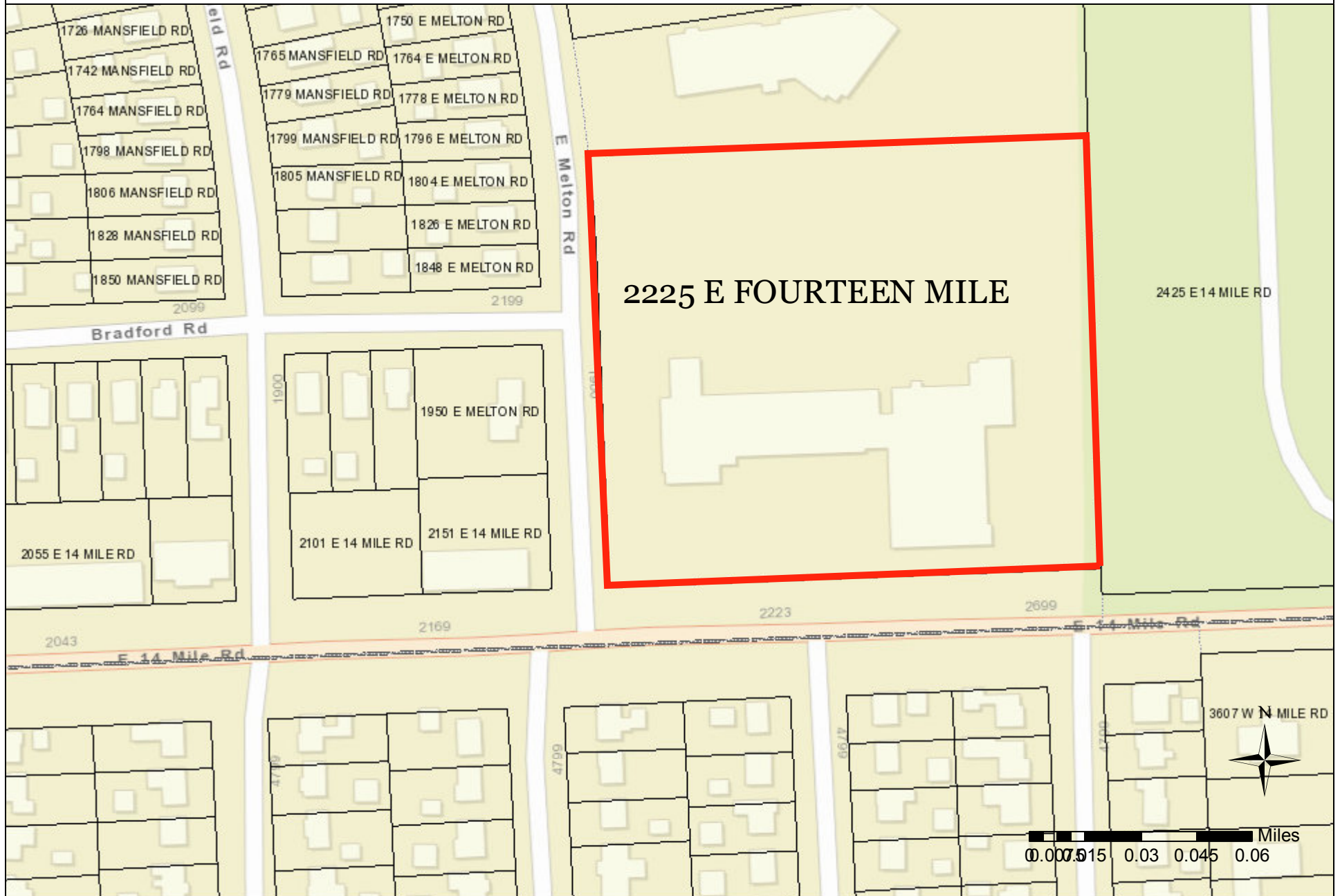
Light poles 16 feet in height are proposed to illuminate the parking lot. 16 foot poles are allowed in commercial zones, however the Zoning Ordinance reduces the maximum light pole height to 13 feet for properties adjacent to single family residential zones which are adjacent to residential properties. The adjacent residential properties are a cemetery, a school, and 4 houses across the street on Melton Street.

Three monument signs are proposed for the subject site, one at the southeast entrance from 14 Mile, one at the northwest entrance from Melton, and one in the front lawn at the corner of 14 Mile and Melton. All three signs will display "Our Shepherd Lutheran Church". The sign in the front lawn will also display service times.

---

Brooks Cowan  
**Senior Planner**

## 2225 E FOURTEEN MAP





**CITY OF BIRMINGHAM**  
**Community Development - Building Department**  
**151 Martin Street, Birmingham, MI 48009**  
**Community Development: 248-530-1850**  
**Fax: 248-530-1290 / [www.bhamgov.org](http://www.bhamgov.org)**

**APPLICATION FOR THE BOARD OF ZONING APPEALS**

Application Date: 4-7-22

Hearing Date: 5-10-22

Received By: \_\_\_\_\_

Appeal #: 22-16

Type of Variance:	<input checked="" type="checkbox"/> Interpretation	<input checked="" type="checkbox"/> Dimensional	<input checked="" type="checkbox"/> Land Use	<input checked="" type="checkbox"/> Sign	<input checked="" type="checkbox"/> Admin Review
-------------------	--	---	--	--	--

**I. PROPERTY INFORMATION:**

Address: <u>2225 E. 14 MI BIRMINGHAM MI 48009</u>	Lot Number: _____	Sidwell Number: <u>20.31.455.005</u> <u>20.31.456.002</u> <u>20.31.401.000</u>
---	-------------------	--

**II. OWNER INFORMATION:**

Name: <u>OUR SHEPHERD LUTHERAN CHURCH</u>			
Address: <u>2225 E. 14 MI RD</u>	City: <u>BIRMINGHAM</u>	State: <u>MI</u>	Zip code: <u>48009</u>
Email: * <u>CHURCHOFFICE@OURSHEPHERD.NET</u>		Phone: <u>248.646.6100</u>	

**III. PETITIONER INFORMATION:**

Name: <u>SAME AS OWNER</u>	Firm/Company Name: _____		
Address: _____	City: _____	State: _____	Zip code: _____
Email: _____		Phone: _____	

**IV. GENERAL INFORMATION:**

The Board of Zoning Appeals typically meets the second Tuesday of each month. Applications along with supporting documents must be submitted on or before the 12<sup>th</sup> day of the month preceding the next regular meeting. Please note that incomplete applications will not be accepted.

To insure complete applications are provided, appellants must schedule a pre-application meeting with the Building Official, Assistant Building Official and/or City Planner for a preliminary discussion of their request and the documents that will be required to be submitted. Staff will explain how all requested variances must be highlighted on the survey, site plan and construction plans. Each variance request must be clearly shown on the survey and plans including a table as shown in the example below. All dimensions to be shown in feet measured to the second decimal point.

The BZA application fee is \$360.00 for single family residential; \$560.00 for all others. This amount includes a fee for a public notice sign which must be posted at the property at least 15-days prior to the scheduled hearing date.

Variance Chart Example				
Requested Variances	Required	Existing	Proposed	Variance Amount
Variance A, Front Setback	25.00 Feet	23.50 Feet	23.50 Feet	1.50 Feet
Variance B, Height	30.00 Feet	30.25 Feet	30.25 Feet	0.25 Feet

**V. REQUIRED INFORMATION CHECKLIST:**

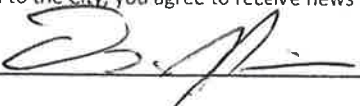
- ☐ One original and nine copies of the signed application
- ☐ One original and nine copies of the signed letter of practical difficulty and/or hardship
- ☐ One original and nine copies of the certified survey
- ☐ 10 folded copies of site plan and building plans including existing and proposed floor plans and elevations
- ☐ If appealing a board decision, 10 copies of the minutes from any previous Planning, HDC, or DRB board meeting

**VI. APPLICANT SIGNATURE**

Owner hereby authorizes the petitioner designated below to act on behalf of the owner.

By signing this application, I agree to conform to all applicable laws of the City of Birmingham. All information submitted on this application is accurate to the best of my knowledge. Changes to the plans are not allowed without approval from the Building Official or City Planner.

\*By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

Signature of Owner:  Date: 4/6/2022

Signature of Petitioner: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF BIRMINGHAM  
BOARD OF ZONING APPEALS  
RULES OF PROCEDURE**

**ARTICLE I - Appeals**

A. Appeals may be filed under the following conditions:

1. A property owner may appeal for variance, modification or adjustment of the requirements of the Zoning Ordinance.
2. A property owner may appeal for variance, modification or adjustment of the requirements of the Sign Ordinance.
3. Any aggrieved party may appeal the decision of the Planning Board and/or the Building Official in accordance with the City of Birmingham Zoning Ordinance, Article Eight, Section 8.01 (D) Appeals. If an appellant requests a review of any determination of the Building Official, a complete statement setting forth the facts and reasons for the disagreement with the Building Official's determination shall include the principal point, or points on the decision, order or section of the ordinance appealed from, on which the appeal is based.

B. Procedures of the Board of Zoning Appeals (BZA) are as follows:

1. Regular BZA meetings, which are open to the public, shall be held on the second Tuesday of the month at 7:30 P.M. provided there are pending appeals. There will be a maximum of seven appeals heard at the regular meeting which are taken in the order received. If an appeal is received on time after the initial seven appeals have been scheduled, it will be scheduled to the next regular meeting.
2. All applications for appeal shall be submitted to the Community Development Department on or before the 12<sup>th</sup> day of the month preceding the next regular meeting. If the 12<sup>th</sup> falls on a Saturday, Sunday, or legal holiday, the next working day shall be considered the last day of acceptance.
3. All property owners and occupants within 300 feet of the subject property will be given written notice of a hearing by the City of Birmingham.
4. See the application form for specific requirements. If the application is incomplete, the BZA may refuse to hear the appeal. The Building Official or City Planner may require the applicant to provide additional information as is deemed essential to fully advise the Board in reference to the appeal. Refusal or failure to comply shall be grounds for dismissal of the appeal at the discretion of the Board.
5. In variance requests, applicants must provide a statement that clearly sets forth all special conditions that may have contributed to a practical difficulty that is preventing a reasonable use of the property.

6. Where the Birmingham Zoning Ordinance requires site plan approval of a project by the City Planning Board before the issuance of a building permit, applicants must obtain preliminary site plan approval by the Planning Board before appeal to the BZA for a variance request. If such appeal is granted by the BZA, the applicant must seek final site plan and design review approval from the Planning Board before applying for a building permit.
7. An aggrieved party may appeal a Planning Board decision. Such appeal must be made within 30 days of the date of the decision. The BZA, in its discretion, may grant additional time in exceptional circumstances.
8. Appeals from a decision of the Building Official shall be made within 30 days of the date of the order, denial of permit, or requirement or determination contested. The BZA, in its discretion, may grant additional time in exceptional circumstances.
9. An appeal stays all proceedings in accordance with Act #110, Public Acts of 2006, Article VI, Section 125.3604 (3).

C. The order of hearings shall be:

1. Presentation of official records of the case by the Building Official or City Planner as presented on the application form.
2. Applicant's presentation of his/her case—the applicant or his/her representative must be present at the appeal hearing.
3. Interested parties' comments and view on the appeal.
4. Rebuttal by applicant.
5. The BZA may make a decision on the matter or request additional information.

D. Motions and Voting

1. A motion is made to either grant or deny a petitioner's request
    - a) For a motion to grant or deny a non-use variance request, the motion must receive four (4) affirmative votes to be approved.
    - b) For a motion to grant or deny a use variance request, the motion must receive five (5) affirmative votes to be approved.
    - c) For a motion to grant or deny an appeal of a decision or order by an administrative official or board, the motion must receive four (4) affirmative votes to be approved.
  2. When a motion made is to approve or deny a petitioner's request and if there is a tie vote, then the vote results in no action by the board and the petitioner shall be given an opportunity to have his or her request heard the next regularly scheduled meeting when all the members are present.
-

3. When there are less than seven (7) members of the board present for a meeting, then a petitioner requesting a use variance shall be given an opportunity at the beginning of the meeting to elect to have it heard at the next regularly scheduled meeting.
4. When there are less than six (6) members present for a meeting, then all petitioners shall be given an opportunity at the beginning of the meeting to elect to have the request heard at the next regularly scheduled meeting.

## **ARTICLE II - Results of an Appeal**

- A. The Board may reverse, affirm, vary or modify any order, requirement, decision or determination as in its opinion should be made, and to that end, shall have all the powers of the officer from whom the appeal has been taken.
- B. The decisions of the Board shall not become final until the expiration of five (5) days from the date of entry of such orders or unless the Board shall find that giving the order immediate effect is necessary for the preservation of property and/or personal rights and shall so certify on the record.
- C. Whenever any variation or modification of the Zoning Ordinance is authorized by resolution of the BZA, a Certificate of Survey must be submitted to the Community Development Department with the building permit application. A building permit must be obtained within one year of the approval date.
- D. Failure of the appellant, or his representative, to appear for his appeal hearing will result in the appeal being adjourned to the next regular meeting. If, after notice, the appellant fails to appear for the second time, it will result in an automatic withdrawal of the appeal. The appellant may reapply to the BZA.
- E. Any applicant may, with the consent of the Board, withdraw his application at any time before final action.
- F. Any decision of the Board favorable to the applicant is tied to the plans submitted, including any modifications approved by the Board at the hearing and agreed to by the applicant, and shall remain valid only as long as the information or data provided by the applicant is found to be correct and the conditions upon which the resolution was based are maintained.

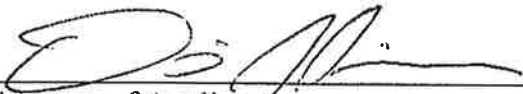
## **ARTICLE III - Rehearings**

- A. No rehearing of any decision of the Board shall be considered unless new evidence is submitted which could not reasonably have been presented at the previous hearing or unless there has been a material change of facts or law.
-



B. Application or rehearing of a case shall be in writing and subject to the same rules as an original hearing, clearly stating the new evidence to be presented as the basis of an appeal for rehearing.

I certify that I have read and understand the above rules of procedure for the City of Birmingham Board of Zoning Appeals.

  
\_\_\_\_\_  
Signature of Applicant



**ALEXANDER V. BOGAERTS & ASSOCIATES, P.C.**

*Architecture*

*Planning*

*Interior Design*

2445 Franklin Rd.  
Bloomfield Hills, MI 48302  
248/ 334-5000  
fax: 248/ 334-0092

April 7, 2022

Board of Zoning Appeals  
151 Martin Street  
Birmingham, MI 48099

Re: Our Shepherd Lutheran Church  
Waiver/variance request

Board Members,

The plan you are reviewing is a master plan approach for the church.  
**We received approval from the Planning Board in March for the project.**

At the Planning Board meeting we discussed the unique and unusual circumstances of our site.

Even though the adjacent parcels to the North and East abutting our property are zoned single-family, ***they are not single family residential developments. The unique and unusual circumstance of our site and the reason we are requesting the following waivers is that we only have a small number occupied single family residential dwellings near our site; and they are separated from the site by roads.***

**The Planning Board agreed with our position** that we have a good argument supporting our request for waivers/variances **based on the hardship the zoning ordinance would cause if enforced, due to our sites unique and unusual circumstances** which is the reason we are requesting waivers/variances from the BZA based on the following Articles/Sections.

1. Article 4, Section 4.54 requires a 32 in. capped masonry screen wall along a residential district. **(see waiver/variance request below)**
2. Article 4, Section 4.21 requires fully cut off fixtures, specific lighting foot-candle levels and a maximum pole height of 13 ft adjacent to residential districts. **(see waiver/variance request below)**
3. Article 1, Table D of the sign ordinance permits 20 sq ft of sign letter area or less if less than 500 ft from occupied residential dwellings. **(see waiver/variance request below)**

**Waiver/variance request no. 1.**

**Masonry screen wall**

**Parcel to the north is a large school with parking lot similar in scale to our project**

We're adding a 10 foot Greenbelt and landscape hedge (see landscape plan) in lieu of the required masonry screen wall separating our parking lots.

The Planning Board agreed with this approach and didn't think that a masonry screen wall is appropriate due to the fact that our neighbor is a school, not residential dwellings.

**Parcel to the east is a cemetery**

On the neighbor's property along the east property line there is existing vegetation, along with a pond and road.

The Planning Board agreed with our argument that there is no reason to provide a masonry screen wall in this location based on the existing conditions on our neighbor's property.

**The south side of our property is 14 mile road**

We are providing a landscape hedge on the south side of our parking lot which will screen a small section of parking at the south east corner of the site.

**The West side of our property is Melton Rd**

There is only one row of parking on the north side of the building and parallel parking on the south side of the building adjacent to Melton Rd.

The Planning Board agreed with our argument that there is no reason to provide a masonry screen wall at these locations due to the small amount of parking along the Melton Rd frontage, and the fact that Melton Rd separates our site from *the minimal single family on the west side of Melton Rd.*

## Waiver/variance request no. 2.

### Lighting

We are proposing all new energy efficient lighting.

New pole lights in the parking lot, soffit lighting in the porte cohere canopies and the new pedestrian south entrance, replacing building mounted fixtures and new bollards along the south sidewalk.

New ground lighting will light the proposed new monument signs.

**Design goal: to enhance the projects aesthetics and create safer vehicular and pedestrian lighting.**

### Sign lighting variance

We are asking for a variance to allow these sign lights as designed.

The lights will be directed specifically at the sign lettering. Because they are a directed light source, there should not be any significant unwanted light pollution or glare. These types of fixtures do not come with refractors or shields due to the nature of their directed task lighting.

**We believe this is a reasonable waiver/variance request that meets the spirit and intent of the cities lighting ordinance.**

### Pole lighting & recessed lighting variance

**We are asking for a waiver/variance (for the items listed in the planning department review letter dated 3-23-22) to allow the 16' pole lights, recessed downlights and sign lights with the photometrics as designed on Gasser Bush plan dated 11-2-21 vs the 13' high allowable pole lights, down lights and sign lights and required photometrics.**

**Once again we are not abutting single family residential dwellings, we are adjacent to a large school similar in scale to our church and a cemetery.**

We looked at the site lighting using 13' high poles that meet the ordinance requirements for photometrics.

**In order to meet the ordinance lighting requirements using the 13'high poles, we would have to add 20 additional poles and 2 wall packs.**

***Adding these additional 20 poles clutters the site with an unnecessary number of poles for a project of this scale.***

***This is not a reasonable lighting solution, it is a hardship forcing us to use an unnecessary number of light poles and to design the lighting for the project as though we are adjacent to single family residential. Our lighting consultants have designed all of the lighting on the site to create safe vehicular & pedestrian lighting that meets industry standards. We believe we are respecting our neighbors and the spirit and intent of the Birmingham lighting ordinance.***



**Waiver/variance request no. 3.**

**Sign ordinance - sign letter area**

Signage is a very important component of the churches master plan.

**For a project of this size we feel that the signage as proposed is appropriate to serve the church properly. We reduced the size of the signs based on the Planning Boards comments at their March meeting.**

Large site: 5.3 acres

Large building with over 500' of frontage on 14 mi

**Multiple vehicular and pedestrian access points, which requires multiple signs.**

We plan on removing the 2 existing signs on 14 mi and replacing them with the two new signs.

The existing main sign is parallel to 14 mi and has poor visibility, the other sign is very small and doesn't meet the current needs of the church.

The new signage will improve the signage along 14 mile...

(The 2 new perpendicular signs will provide better visibility for east & west bound traffic)

Majority of the parking is at the rear of the building

We are providing 1 new sign at the Melton Rd entrance... directing traffic to the rear parking lot.

We designed the new signs to compliment the church architecture incorporating similar design features and materials.

***We do not feel the allowable 20 sq ft of signage area per the ordinance fits our site or use. Limiting us to 20 sq ft of signage for a project of this size with multiple vehicular and pedestrian access points is a hardship and creates a practical difficulty that doesn't meet the needs or scope of the project.***

As we have previously stated we abut a large school to the north which is similar in size to the church and a cemetery to the east. We also have an office building directly across Melton on the SW corner of 14 mile Rd. ***There is minimal occupied single family residential across Melton Rd to the west and across 14 mi to the south.***

**We do not feel it is appropriate or a reasonable to limit the amount of signage to 20 sq ft for a project of this scope & scale considering the unique and unusual circumstances of our site.**

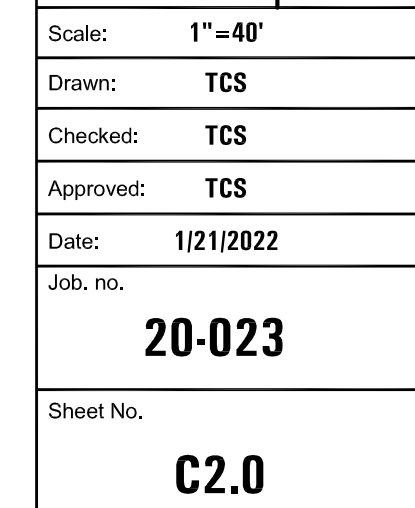
We look forward to presenting our project to the BZA at your May 10, 2022 meeting.

Sincerely

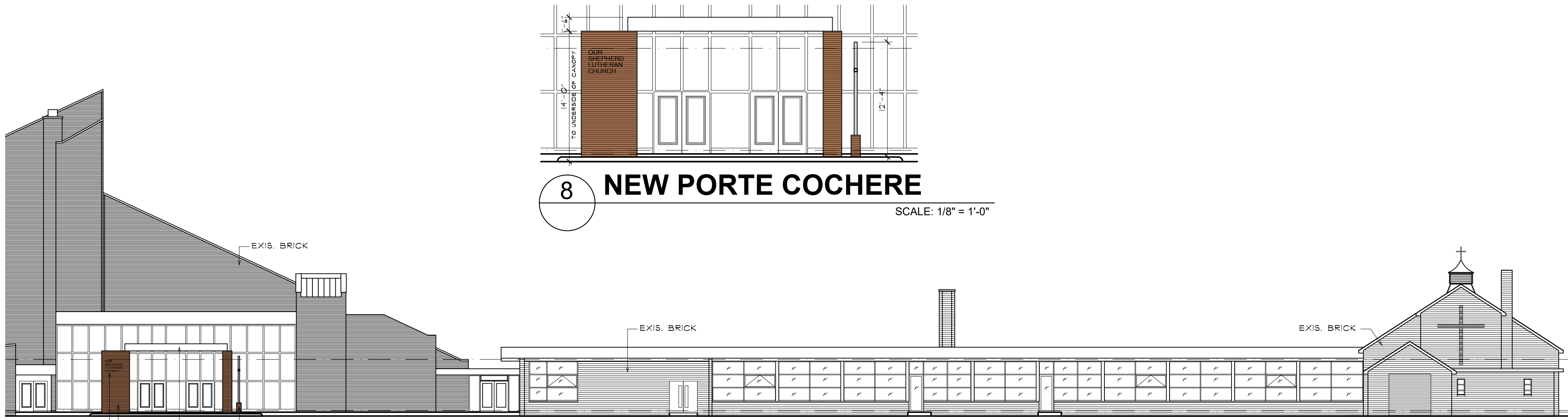
*Mark Abanatha*

Mark Abanatha

Architect







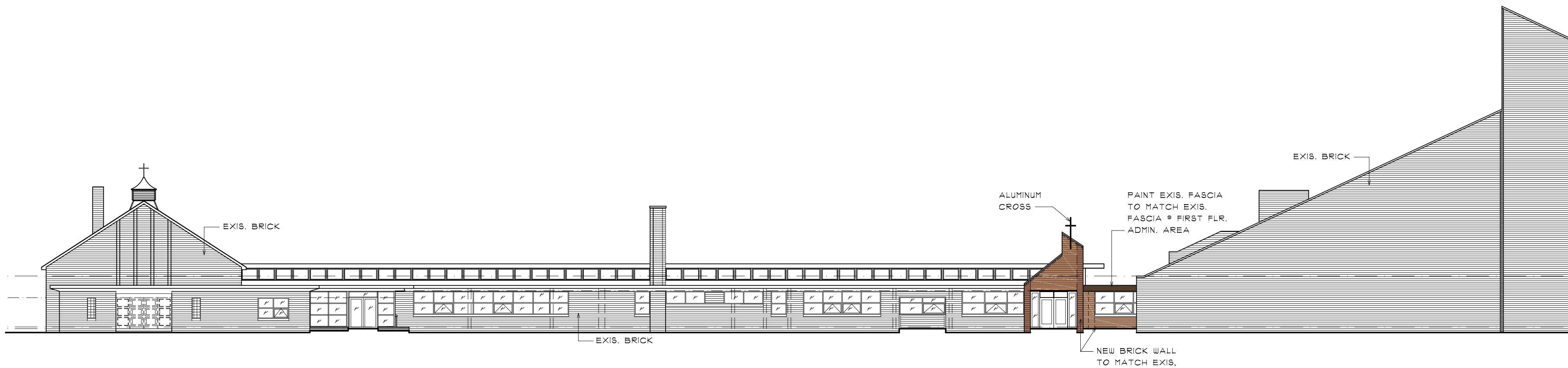
## 8 NEW PORTE COCHERE

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



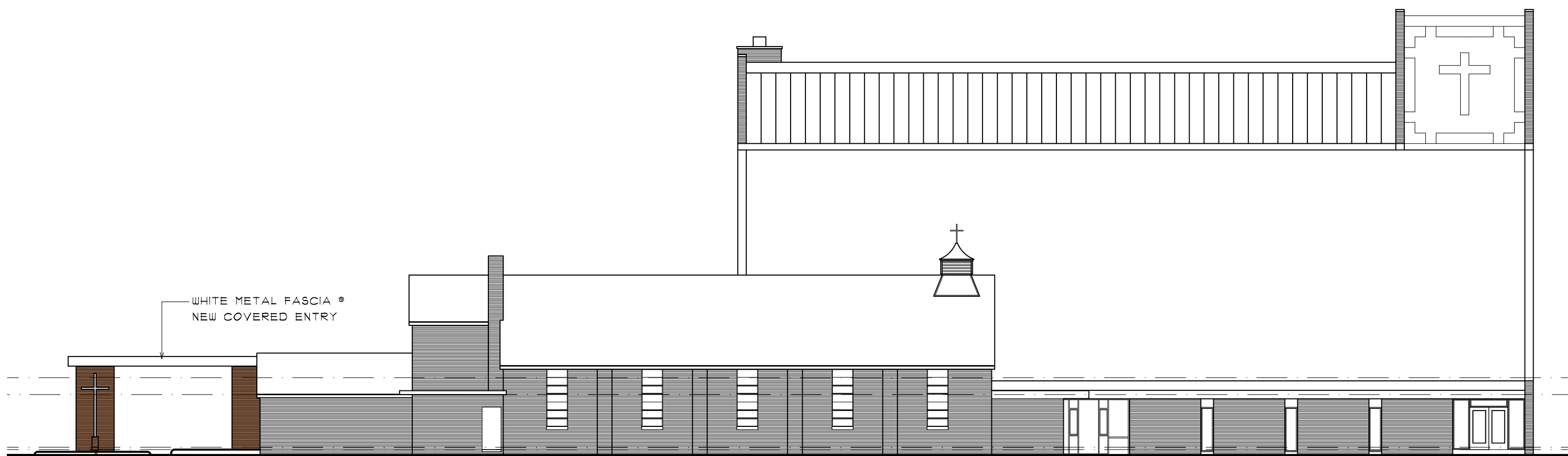
## 7 NORTH ELEVATION

SCALE: 1/16" = 1'-0"



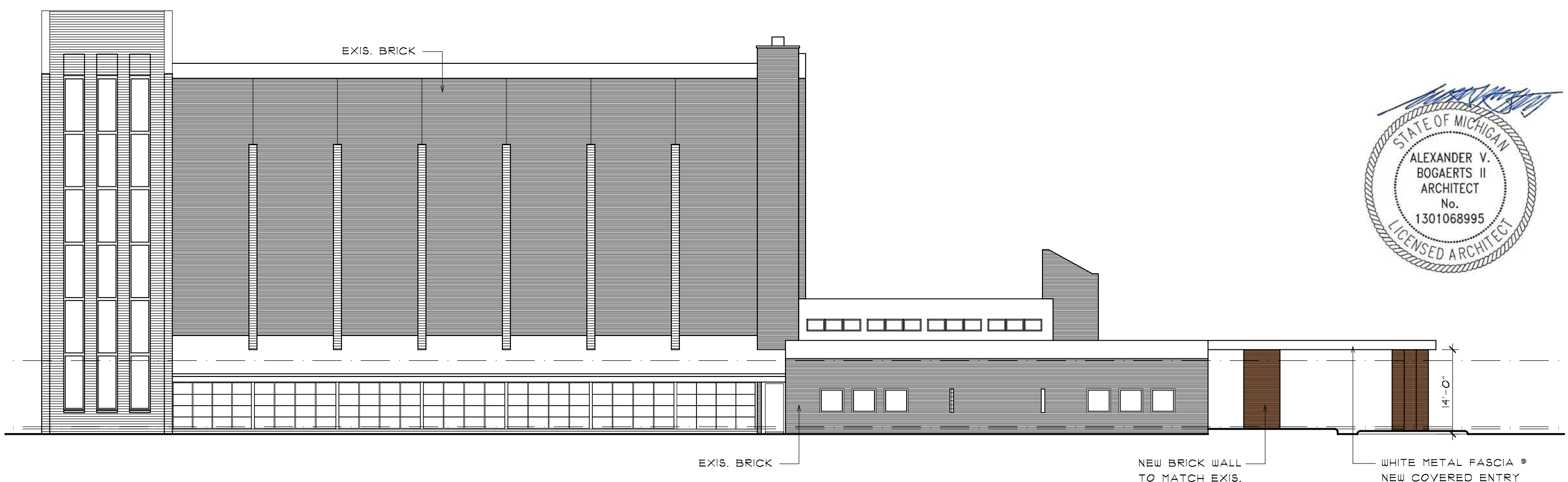
## 6 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



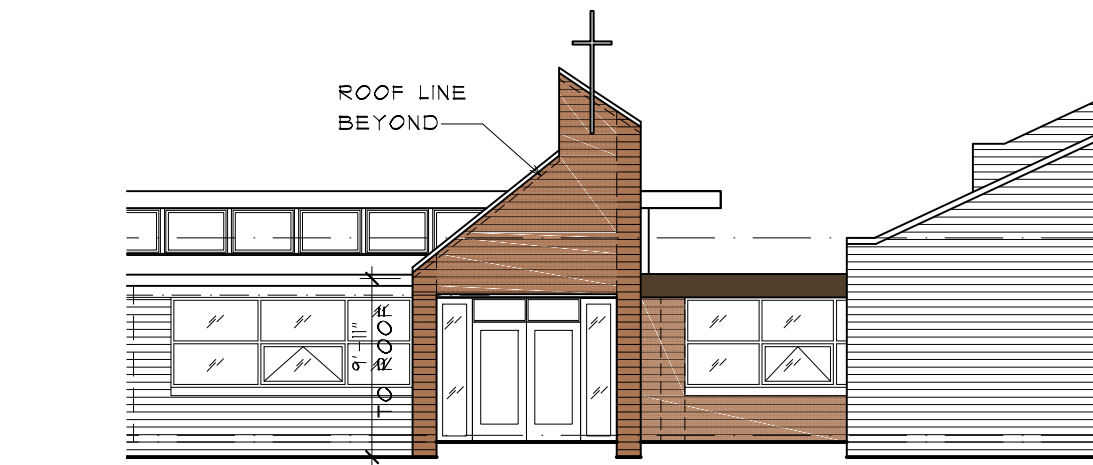
## 5 PARTIAL WEST ELEVATION

SCALE: 1/16" = 1'-0"



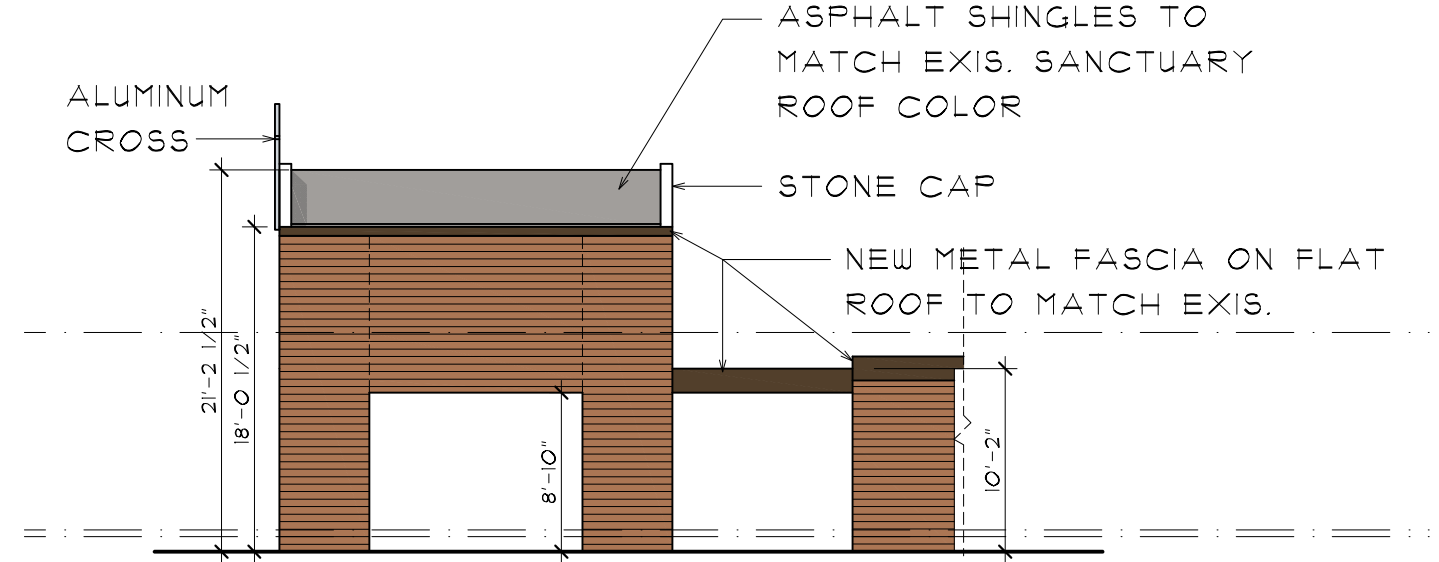
## 1 PARTIAL EAST ELEVATION

SCALE: 1/16" = 1'-0"



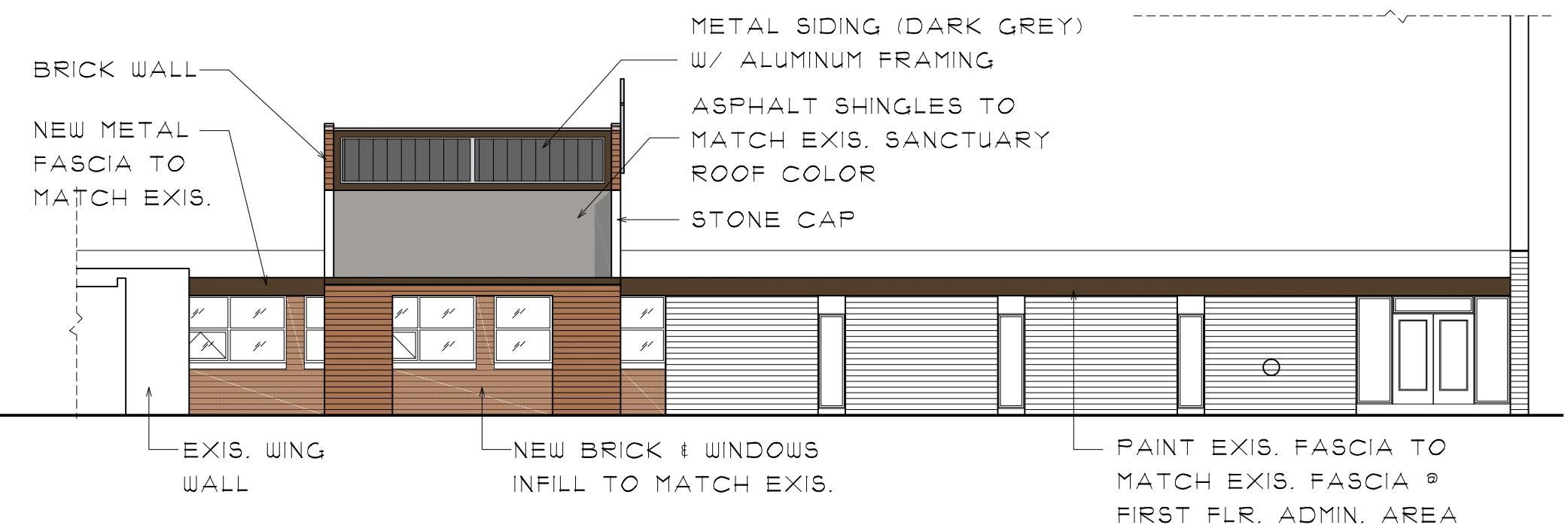
## 4 NEW COVERED ENTRY & DOOR

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"

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.

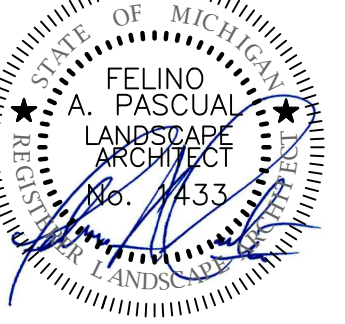
### LIST OF PROP. DESIGN CHANGES:

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.





seal:



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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Do Not scale drawings. Use  
figured dimensions only



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

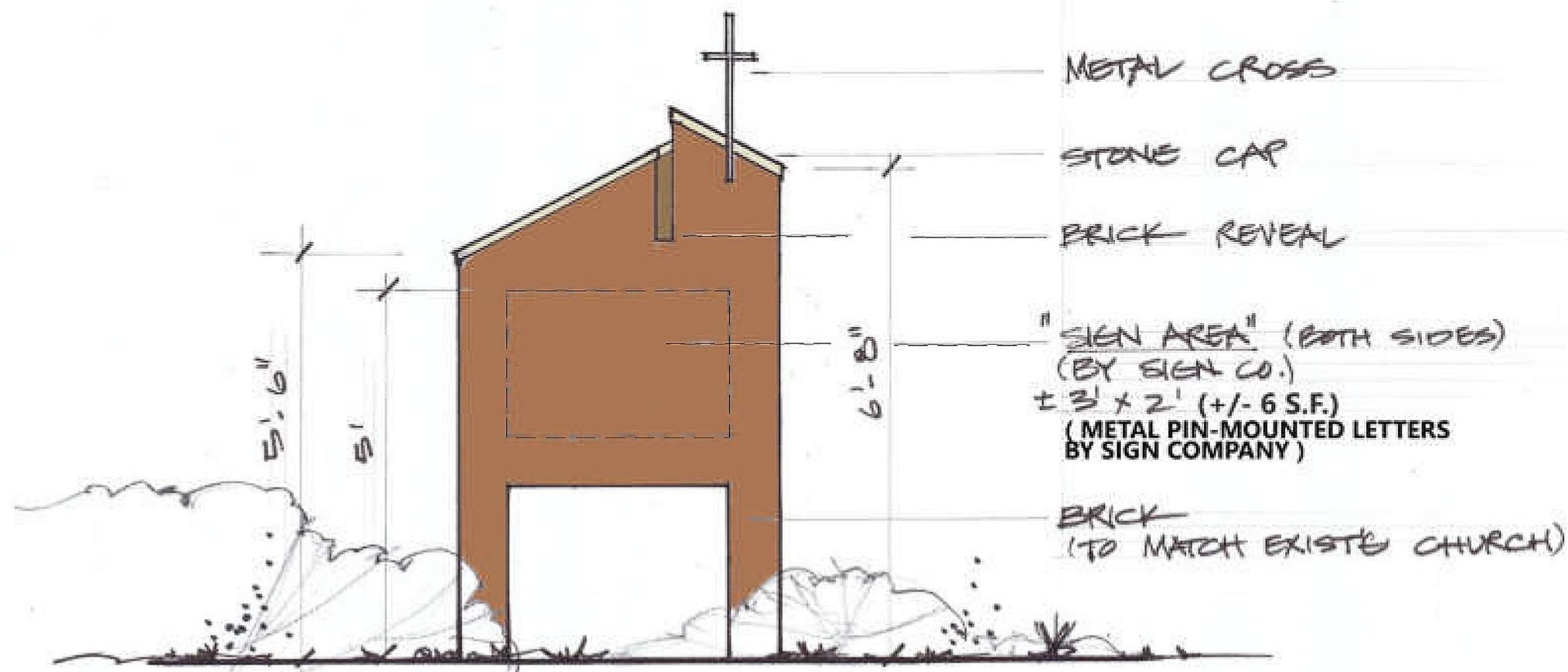
project no:

LS22.010.01

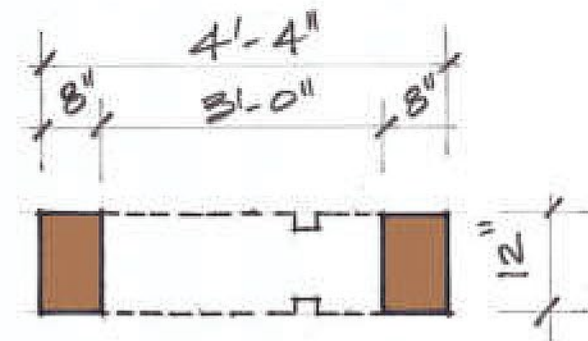
sheet no:

**LSR-1**

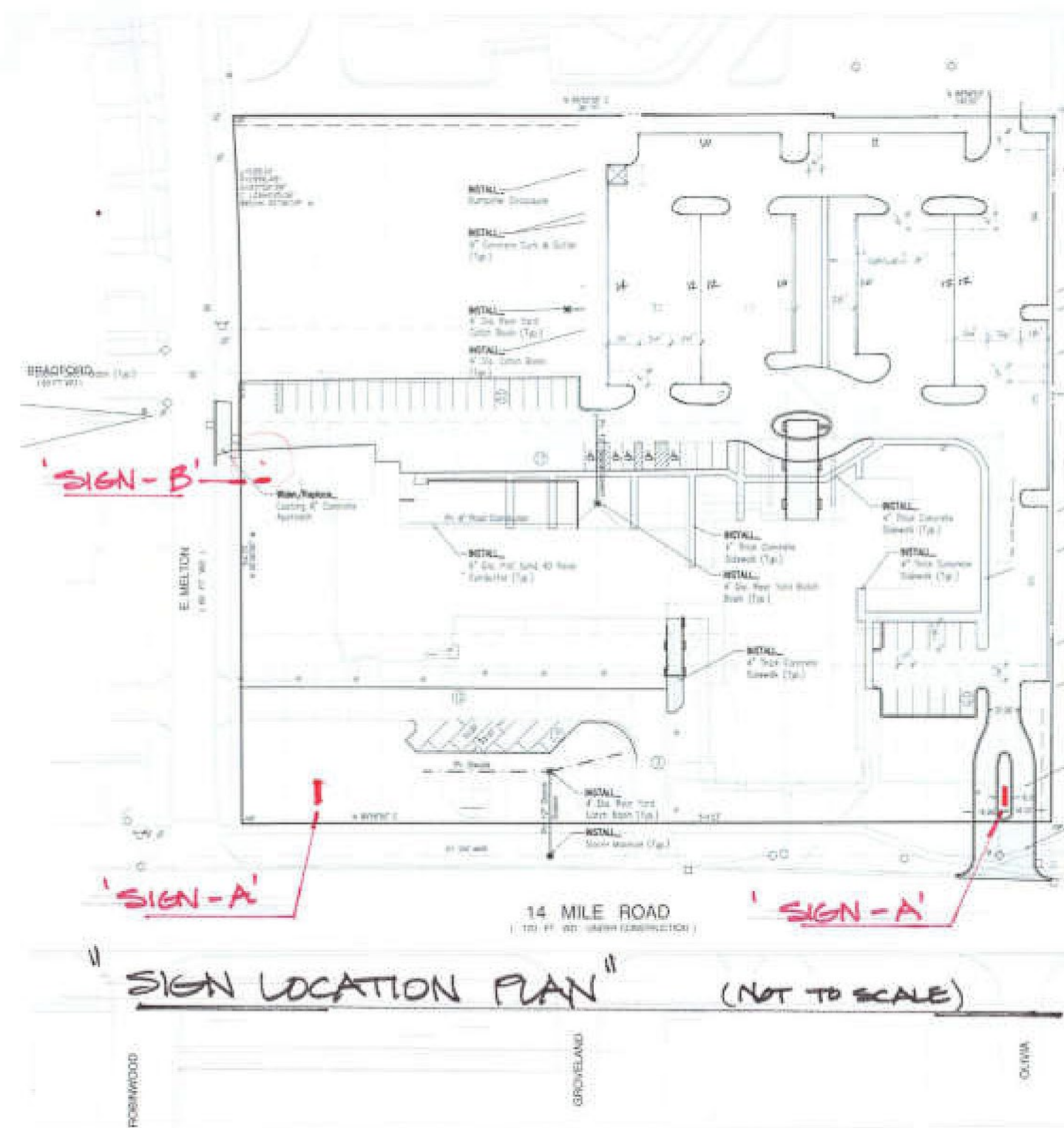




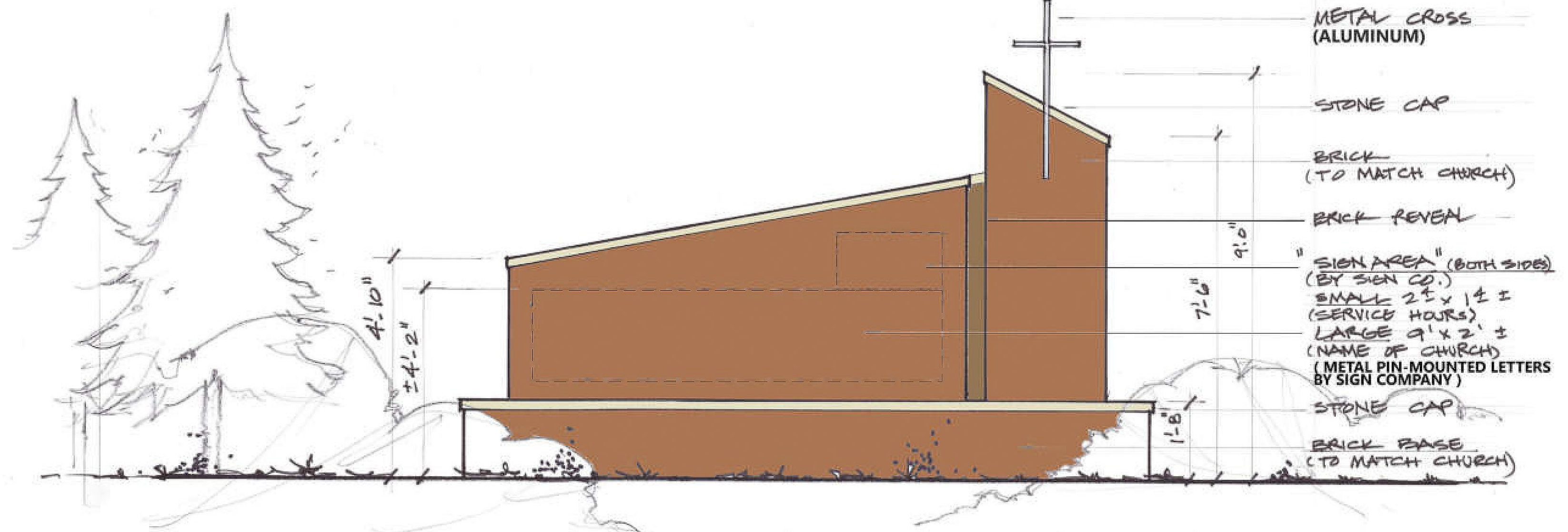
"SIGN ELEVATION" - 'B' 1/2" = 1'-0"  
MELTON RD - WEST/NORTH PARKING DRIVE ACCESS



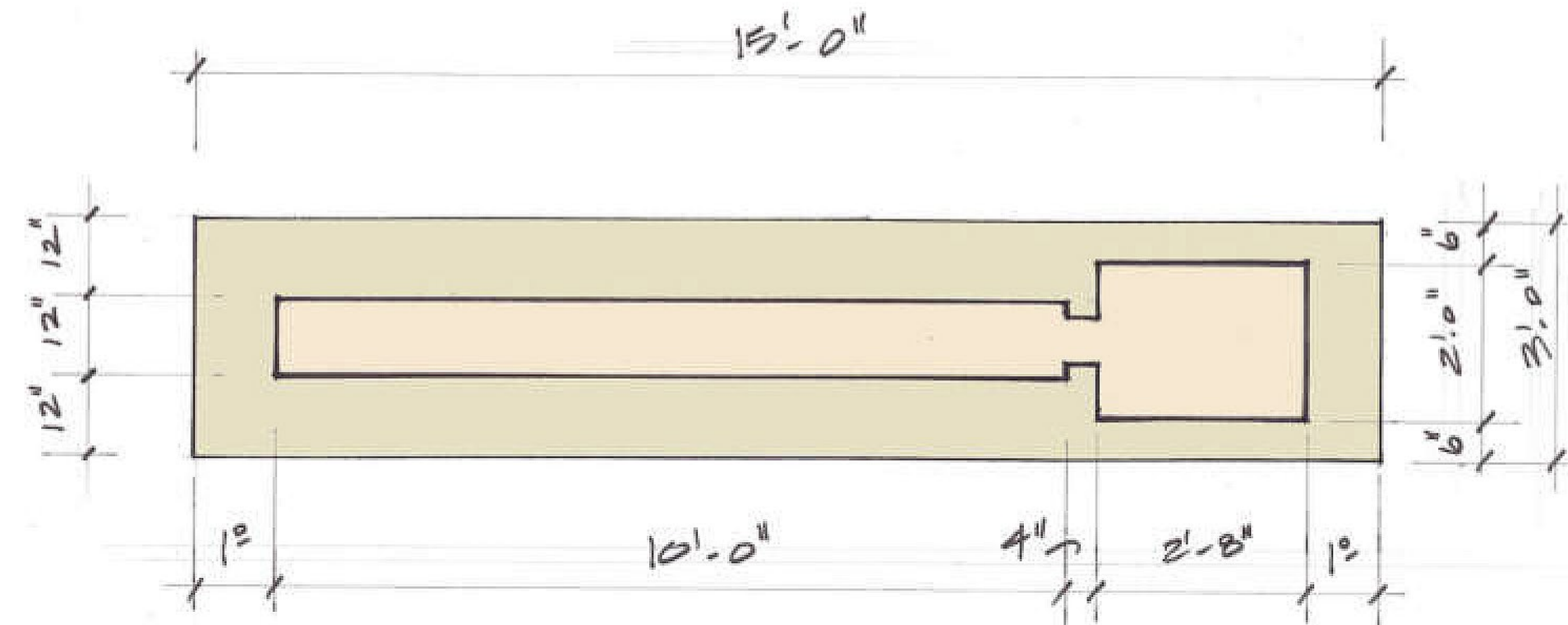
"SIGN - PLAN" 1/2" = 1'-0"



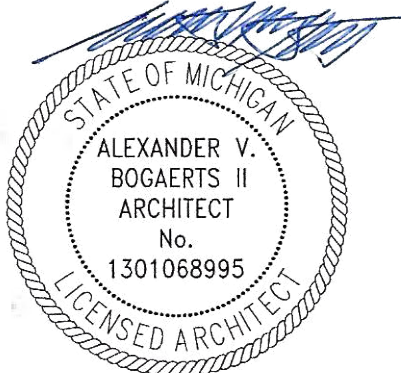
"SIGN LOCATION PLAN" (NOT TO SCALE)



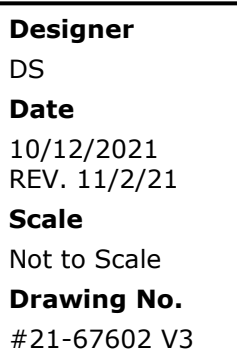
"SIGN ELEVATION" - 'A' 1/2" = 1'-0"  
14 MI RD - SW CORNER @ EAST BOULEVARD ISLAND



"SIGN PLAN" - 'A' 1/2" = 1'-0"  
14 MI RD - SW CORNER @ EAST BOULEVARD ISLAND









# Meeting Minutes



## 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.**

**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;**

- 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.**

**Motion carried, 5-0.**

VOICE VOTE

Yeas: Share, Boyle, Whipple-Boyce, Koseck, Clein

Nays: None

**3. 36877 Woodward – Gasow – Preliminary Site Plan request for a new 2-story building and associated site improvements**

SP Cowan presented the item.

In reply to Mr. Koseck's comments about the number of conditions, PD Dupuis noted that approximately a third of the items were topics that the Board does not usually address until final site plan and design review.

Mike Matthys, architect, and Mike Bailey, owner of the property, spoke on behalf of the project. Mr. Matthys said adding sufficient screening to the north parking spots, accommodating the 14 foot floor-to-floor minimum, adjusting the sidewalks to meet the zoning requirements, and providing the materials for refuse container screening would be no issue.

Mr. Matthys said he was hoping to hear Board comment about screening in the rear of the building, screening on the south side of the parking lot, and access to the parking lot from Woodward. He added that the plans could likely meet the glazing requirements without issue.

Mr. Koseck said he would like to see the applicant modify the site plan to come closer to having 75% of the building façade within zero to five feet of the front lot line. He recommended that the lobby area be within zero to five feet of the front lot line with the exam room areas being further back. He said he was excited to see a new building with quality materials in this location, but that aspects of it could come further into compliance with the ordinance.

Mr. Bailey noted the site's conditions are difficult since it is bound by Consumers, DTE, and extant MDOT curb cuts. He said that the site could not accommodate more parking in the rear because of the alley and the topography. He opined that while requiring the building façade to be within zero to five feet of the lot line makes sense to prevent a gap in retail in a pedestrian-heavy area,



SP Cowan presented the item.

It was noted by Staff that the 64 feet requested in variance D was incorrect, and should have been noticed as 84 feet.

Since variance D was noticed improperly, the BZA proceeded with variances A, B, and C and postponed hearing variance D until it could be appropriately noticed.

Xander Bogaerts, architect, reviewed the letter describing why these variances were being sought. The letter was included in the evening's agenda packet.

In reply to Mr. Bogaerts, SP Cowan said the intent of Chapter 126, Article 4, Section 4.54(C)(3)(a) was likely to ensure that a vehicle would be impeded from accidentally entering a street or sidewalk from the parking lot, and to screen vehicle headlights and taillights.

In reply to Chair Morganroth, Mr. Bogaerts said variance B was being requested because the parking is at least 60 feet back from the property line and is parallel parking. He noted that meant there is no risk of a vehicle accidentally entering a street or sidewalk from the parking area, and noted that vehicle headlights or taillights would not be effectively obscured by the screening wall in this case.

Regarding variance C, Mr. Reddy said he would be concerned about the impact of the requested taller light poles on the single family residences north of Bradford on the west side of Melton.

Mr. Bogaerts estimated that the impact on those residences would be similar between a 13-foot light pole and a 16-foot light pole. He noted that there would be at least 200 feet of green space and two layers of trees between the parking area near Melton and Melton Road itself, which he said would prevent the residences from being impacted. He noted that the lights are shielded to point downward. Mr. Bogaerts added that none of the residents on Melton had voiced concern either during the Planning Board's review of the item or during the present BZA review of the item.

Motion by Mr. Miller

Seconded by Mr. Canvasser with regard to Appeal 22-16, A. Chapter 126, Article 4, Section 4.54(C)(1) requires a 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. The subject property adjoins a school and a cemetery that are zoned R2 Single Family Residential for a total of 997 feet, therefore, a dimensional variance of 997 feet is being requested; and, C. Chapter 126, Article 4, Section 4.21(F)(1) requires maximum height for pole mounted luminaires to be 13' for parking lots adjacent to residential properties. The subject site is proposing 16' pole mounted luminaires; therefore, a dimensional variance of 3 feet is being requested.

Mr. Miller moved to approve variances A and C and tied them to the plans as submitted. He said those two variances were unique in that they are triggered by the residential zoning designation of Eton Academy to the north and the cemetery to the east, neither of which are actually residential. The need for variances A and C, then, was not self-created and was due to the unique circumstances of the property.

Chair Morganroth asked it be noted that Mr. Bogaerts said that if either Eton Academy or the cemetery did become residential in the future that Our Shepherd Lutheran would be open to meeting the ordinance.

Motion carried, 6-0.

#### ROLL CALL VOTE

Yeas: Morganroth, Canvasser, Hart, Reddy, Kona, Miller

Nays: None

Motion by Mr. Hart

Seconded by Mr. Canvasser with regard to Appeal 22-16, B. Chapter 126, Article 4, Section 4.54(C)(3)(a) requires a screen wall along the front or side of any parking facility that abuts a street. The subject property has 441 feet of parking lot facing a street; therefore, a dimensional variance of 441 feet is being requested.

Mr. Hart moved to approve variance B and tied it to the plans as submitted. He said the appellant submitted a responsible design of the property, with particular attention to the perviousness of the site through the inclusion of the bioswale and landscape islands. He said the variance would have little to no impact on the neighboring properties. He said granting the variance would do substantial justice both to the owner and to the neighbors.

Mr. Miller said he would not support the motion because of the importance of screening parking.

Chair Morganroth said he also would not support the motion because the appellant did not establish why they could not include the screening walls required by the ordinance. He said the assumption of the intent of the ordinance as occurred during the item's discussion is not established fact. He said that this variance is not related to the residential zoning of the parcels adjacent to the property and no hardship was established. He said the screening walls in this case would have both benefit and purpose.

Mr. Kona said he also would not support the motion. He noted the appellant has the option to use greenery to replace the screening wall, and said screening parking is as much an aesthetic issue as it is an issue of safety or an issue of obscuring headlights or taillights. He stated that 60 feet is only about three car lengths away and a lack of a screening wall in this case would result in a lot of additional illumination of 14 Mile.

Motion failed, 3-3.

Board of Zoning Appeals  
May 10, 2022

ROLL CALL VOTE

Yeas: Canvasser, Hart, Reddy

Nays: Morganroth, Miller, Kona

DRAFT





## MEMORANDUM

Planning Division

**DATE:** May 23, 2022

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

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** 35106 Woodward – Whole Dental Wellness – Right-of-Way Parking Request

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### INTRODUCTION:

The subject site, 35106 Woodward, is a single-story commercial building located on the east side of Woodward Avenue north of Maple Rd. The current site has an off-street parking facility with 10 parking spaces where 7 are required. The business, Whole Dental Wellness, is planning an expansion that would add 777 sq. ft. to the building for a total of 1,867 sq. ft. of medical office use, which would also reduce the size of their existing parking facility. Based on the requirements of Article 4, Section 4.46 (Table A), the site is required to provide 1 off-street parking space for every 150 sq. ft. of floor area for medical/dental use. Thus, the expansion would require the site to provide 12 off-street parking spaces and reduce the available parking in the off-street facility to 8 spaces.

The applicant is requesting to utilize 4 parking spaces in the Woodward Ave. right-of-way towards their off-street parking requirements post-expansion. The request is being made pursuant to Article 4, Section 4.45 (G)(1) which states that the required off street parking for buildings used for non-residential purposes may be provided "by providing the required off-street parking on the same lot as the building being served, or where practical, and with the permission of the City Commission, the area in the public right-of-way abutting the property in question may be included as a portion of the required parking area if such area is improved in accordance with plans which have been approved by the engineering department."

### BACKGROUND:

On January 28, 2008, the City Commission approved a right-of-way parking request for the adjacent property, 35046 Woodward – Generations. The request permitted the property to utilize 15 public parking spaces towards the required off-street parking for the medical office. However, on April 22, 2009 the applicant received approval from the Planning Board for a revised site plan, which included changes to the use of the basement and second floor, which reduced the total parking required by 9 spaces.

On October 20, 2021, the Design Review Board approved a Design Review application for 35106 Woodward – Whole Dental Wellness – with the following conditions:

1. The applicant must submit a paint color for the north block wall to complete the Design Review; and
2. No signage is approved as a part of this Design Review.

The Design Review application was for exterior façade changes only, and did not affect the parking requirements on site.

For the proposed addition, a site plan review will be required at the Planning Board pursuant to Article 7, Section 7.25 of the Zoning Ordinance. An application for site plan review has not been submitted at this time.

**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:**

There are no required public notices for this agenda item.

**SUMMARY:**

The Planning Board requests that the City Commission consider the right-of-way parking request for 35106 Woodward – Whole Dental Wellness. If approved, the applicant intends to submit a site plan for the proposed expansion.

**ATTACHMENTS:**

Please find attached the following documents for your review:

- Whole Dental Wellness – Letter
- Site Plans
- Meeting Minutes and Staff Report from January 28, 2008

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to APPROVE the right-of-way parking request for 35106 Woodward – Whole Dental Wellness – to permit 4 public parking spaces to be counted towards the required off street parking total of the subject site pursuant to Article 4, Section 4.45 (G)(1).



**KALABAT ENGINEERING  
d.b.a. JSK DESIGN GROUP**

31333 Southfield Road, Suite 250.  
Beverly Hills, MI 48025.  
Tel.: 248.798.6077 | [iden@kalabat.com](mailto:iden@kalabat.com)

April 13, 2022

City Commission  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48012

Re: REQUEST TO USE PARKING

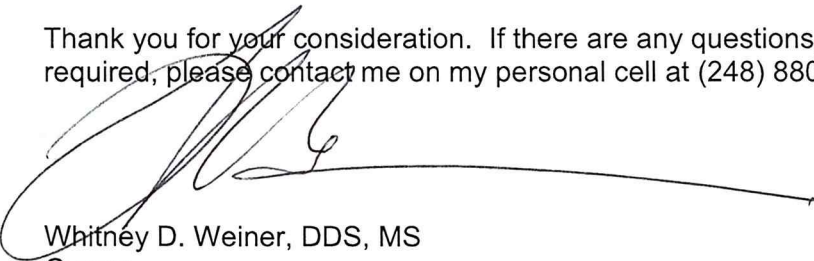
Dear Commissioners,

This letter is to formally request Commission approval to use the four (4) spaces that are in the Woodward Ave ROW adjacent to our property (as designated on the attached aerial), in the calculation of the parking requirements for our proposed use at 35106 Woodward Avenue. We are planning to expand our building to an 1,867 sf of GFA to allow us to serve more patients in our community. Please see attached Site Plan showing the proposed building addition and the subsequent parking requirements. The character of the existing ROW parking is intended to service the business that are immediately adjacent to the parking. These spaces are not used for general public to park and then walk to their destination downtown given that they are located on the East side of Woodward. The greatest potential for these spaces to be used as public parking is as overflow parking for the Dairy Mat during summer evenings. We are confident that our hours of operation (listed below) are off peak Dairy Mat times and we are far enough away that it is likely the entire Generations building parking lot would fill before these spaces would be used. We believe that the allocation of these 4 parking spaces towards the total parking count for Whole Dental Wellness will allow us to expand our practice, to service more of the community, without significant impact to public infrastructure.

Whole Dental Wellness – Hours of Operation

- Monday: CLOSED
- Tuesday: 8 am – 6 pm
- Wednesday: 7 am – 5 pm
- Thursday: 8 am – 5 pm
- Friday: 7 am – 2 pm
- Weekends: CLOSED

Thank you for your consideration. If there are any questions, or any additional information required, please contact me on my personal cell at (248) 880-6190.

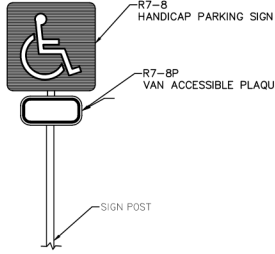
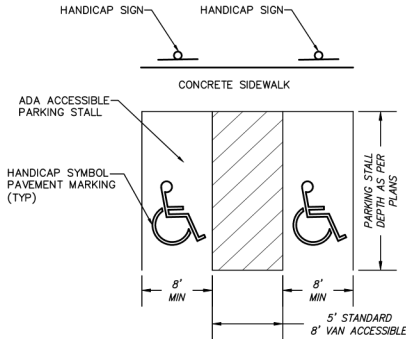
  
Whitney D. Weiner, DDS, MS  
Owner

*Iden T. Kalabat*

Iden Kalabat, PE  
Kalabat Engineering



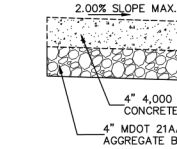
SITE DETAILS



NOTE: HANDICAP PARKING SIGN SHALL CONFORM WITH THE CURRENT STATE AND LOCAL CODES AND REGULATIONS

HANDICAP PARKING AND VAN ACCESSIBLE SIGN

SCALE: N.T.S.

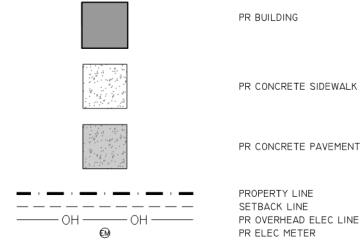


AGGREGATE BASE SHALL BE COMPACTED TO 95% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. CONTROL JOINTING SHALL BE IN ACCORDANCE WITH PLANS. EXPANSION JOINTS SHALL BE 1/2\"/>

TYPICAL SIDEWALK SECTION

SCALE: N.T.S.

LEGEND



NOTES

4 EXISTING PARKING SPACES IN FRONT OF BUILDING IS REQUESTED TO BE DESIGNATED FOR MEDICAL OFFICE USE

SITE DATA

LAND AREA:	0.109 ACRES (4,755S.F.)
CURRENT ZONING:	B-2
PROPOSED ZONING:	B-2
PROPOSED USE:	MEDICAL OFFICE
BUILDING HEIGHT:	SINGLE STORY, XX'
BUILDING SETBACKS:	REQUIRED PROVIDED
FRONT SETBACK	0' 3'-0"
REAR SETBACK	10' 79'-5"
NORTH SIDE YARD SETBACK	0' 2'-0"
SOUTH SIDE YARD SETBACK	0' 0'-0"
PARKING REQUIREMENTS:	REQUIRED PROVIDED
DENTAL OFFICE (GFA - 1,867 S.F.)	12 12
1 PER 150 S.F. GFA	

LEGAL DESCRIPTION

T2N, R10E, SECTION 25, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN: RIDGEDALE PARK SUBDIVISION PART OF LOT 21, ALSO PART OF LOT 3 OF 'ASSESSOR'S PLAT NO 26 ALL DESCRIBED AS BEGINNING AT SOUTHWEST CORNER OF SAID LOT 3; THENCE N81°31'40"E 105.02 FEET, THENCE N02°12'40"W 24.62 FEET, THENCE S87°45'00"W 156.49 FEET, THENCE ALONG CURVE CONCAVE TO THE RIGHT, RADIUS 3919.83 FEET, CHORD BEARS S21°09'10"E 41.43 FEET, DISTANCE OF 41.43 FEET; THENCE N81°31'40"E 38.91 FEET TO BEGINNING.

SITE BENCHMARK

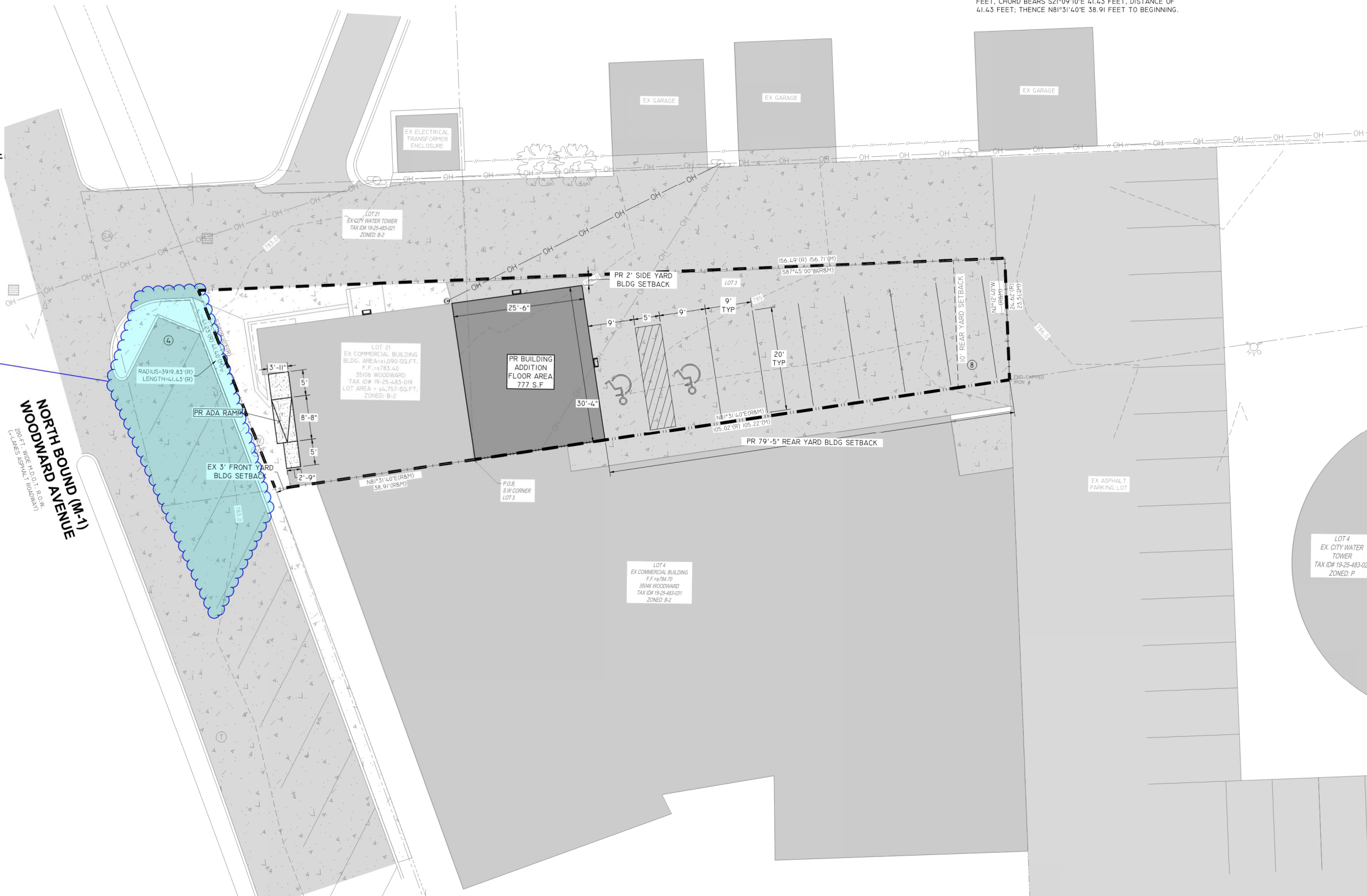
BM#5 N.384578.71 E.134344.73 28 ELEV.778.58  
BM#6 N.383726.84 E.13436194.15 ELEV.76561

- NOTES:
1. STRIPING TO BE 4 INCHES WIDE AND BLUE IN COLOR.
  2. HANDICAP SIGNS TO BE PLACED IN THE NEAREST GRASS AREA ACROSS CONCRETE WALKS FOR SPACES THAT ABUT WALKS. HANDICAP SIGNS TO BE BOLLARD MOUNTED AND PLACED AT HEAD OF SPACE FOR SPACES THAT DO NOT ABUT WALKS.
  3. STALL AND AISLE WIDTHS ARE TYPICAL UNLESS OTHERWISE STATED ON PLAN.

ADA ACCESSIBLE PARKING STRIPING DETAIL

SCALE: N.T.S.

Request to consider 4 ROW parking spaces towards satisfaction of total parking requirements for 35106 Woodward Ave



KALABATENGINEERING  
KE  
CIVIL ENGINEERING & SITE DEVELOPMENT  
31333 Southfield Road Suite 250  
Beverly Hills, MI 48025  
Ph 248.600.8707  
F 248.594.5919  
iden@kalabat.com

PROJECT NUMBER	MOD-205	DRAWN BY	C. GUNASEKARA	CHECKED BY	I. KALABAT
DATE	04-19-22	NO	1	REVISION	1
DATE	04-19-22	NO	2	REVISION	2
DATE	04-19-22	NO	3	REVISION	3
DATE	04-19-22	NO	4	REVISION	4
DATE	04-19-22	NO	5	REVISION	5
DATE	04-19-22	NO	6	REVISION	6
DATE	04-19-22	NO	7	REVISION	7
DATE	04-19-22	NO	8	REVISION	8
DATE	04-19-22	NO	9	REVISION	9
DATE	04-19-22	NO	10	REVISION	10
DATE	04-19-22	NO	11	REVISION	11
DATE	04-19-22	NO	12	REVISION	12
DATE	04-19-22	NO	13	REVISION	13
DATE	04-19-22	NO	14	REVISION	14
DATE	04-19-22	NO	15	REVISION	15
DATE	04-19-22	NO	16	REVISION	16
DATE	04-19-22	NO	17	REVISION	17
DATE	04-19-22	NO	18	REVISION	18

CLIENT: WDW BIRMINGHAM PLLC  
35106 WOODWARD AVE  
BIRMINGHAM, MI 48009

PROJECT: DENTAL OFFICE ADDITION  
35106 WOODWARD AVE  
BIRMINGHAM, MI 48009

SHEET TITLE: SITE PLAN

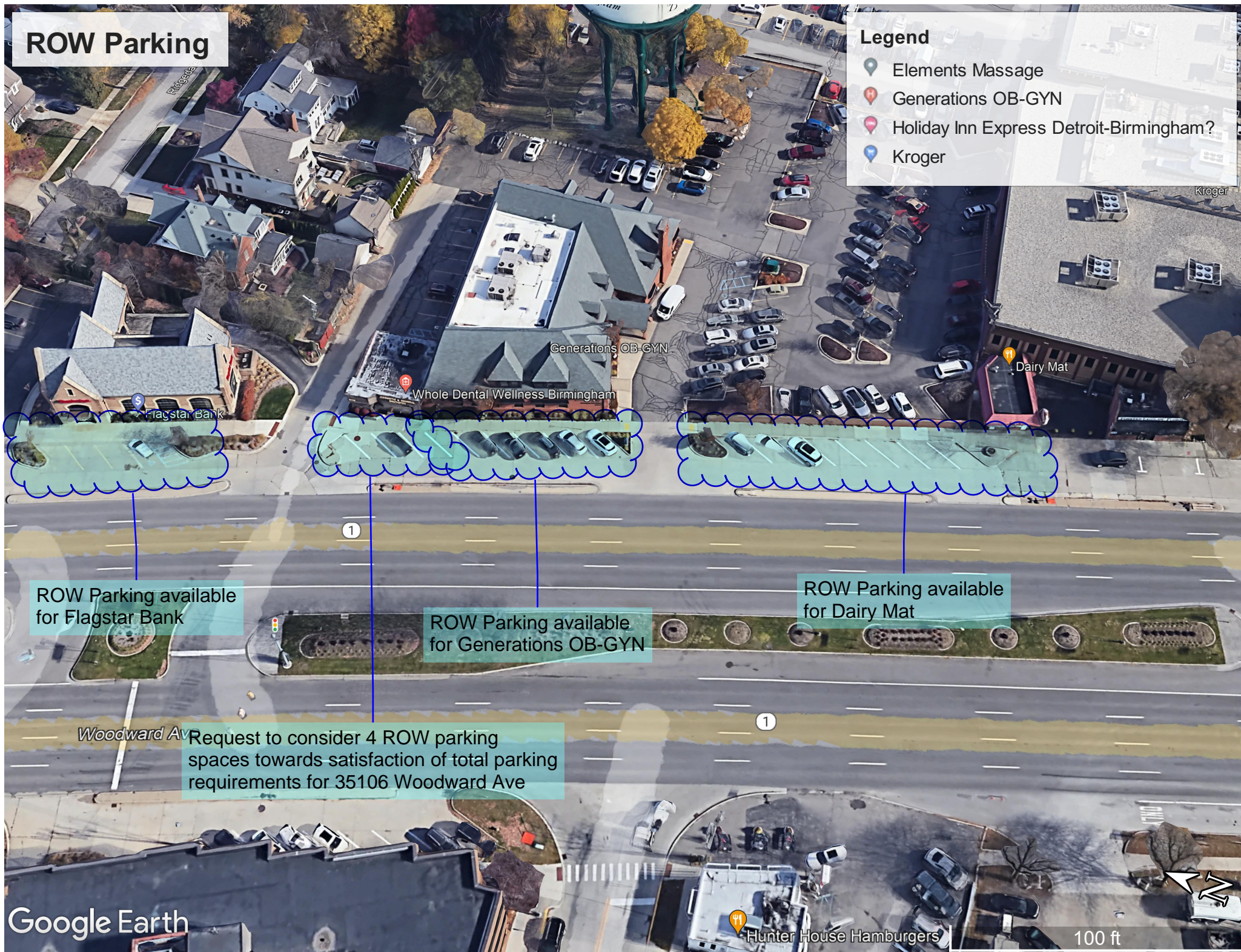
SHEET NUMBER: C3.0



# ROW Parking

## Legend

- Elements Massage
- Generations OB-GYN
- Holiday Inn Express Detroit-Birmingham?
- Kroger





# MEMORANDUM

---

**Date:** January 17, 2008

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

**From:** Jill Robinson, City Planner

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

**Approved:** Jana Ecker, Planning Director

**Subject:** 35046 – 35064 Woodward – Right of Way Parking

---

The property located at 35046 – 35064 Woodward is the former location of Albans Restaurant and the Bottle and Basket. The applicant intends to purchase the current building and to utilize it as a medical office building. The applicant proposes to reconfigure the existing parking lot in order to create additional spaces. In addition, the applicant is proposing to add new landscape islands in the MDOT right-of-way along Woodward, and in the parking facility to comply with the landscaping provisions.

The existing site is zoned B-2, General Business. The proposed office and medical office uses are both permitted in this district.

There are currently a total of 93 parking spaces in the parking lot located directly adjacent to the building. At this time, the applicant is requesting approval to utilize the 15 parking spaces in the Woodward Avenue right-of-way towards their total parking, which would create a total of 108 parking spaces. The applicant is required to provide a total of 134 parking spaces based on the use (1 parking space/150 square feet of usable space for a medical use). The applicant appeared before the Board of Zoning Appeals on January 8, 2008 and received a variance for 26 parking spaces.

Article 4, section 4.43 (G)(1) of the Zoning Ordinance states:

- G. The required off-street parking facilities for buildings used for other than residential purposes may be provided by the following method:



1. By providing the required off-street parking on the same lot as the building being served, or where practical, and **with the permission of the City Commission**, the area in the public right-of-way abutting the property in question may be included as a portion of the required parking area if such area is improved in accordance with plans which have been approved by the engineering department.

The right-of-way parking is located along Woodward Avenue, west of the existing building. The engineering department has approved the proposed improvements in the public right-of-way, as has the Planning Board.

The applicant appeared before the Planning Board on December 12, 2007 for Site Plan Review at which time the Board unanimously approved the site plan subject to the following conditions:

- 1) A new coat of paint to match the building for the dumpster gate;
- 2) Existing utility meters and equipment on the west elevation of the building that should be painted out to match the color of the brick;
- 3) The applicant obtain a permit from MDOT for all improvements in the right-of-way;
- 4) The applicant obtain approval from the City Commission to include the parking spaces in the right-of-way adjacent to the building and obtain a variance from the BZA for 26 parking spaces;
- 5) A pedestrian walk be provided through the parking facility;
- 6) The applicant provide all lighting specifications for the parking lot and building façade lighting;
- 7) Existing graffiti on the north and east elevations of the building be removed; and
- 8) The applicant comply with the requirements of the City departments.

The applicant received administrative approval on January 22, 2007 to provide the pedestrian walkway through the parking facility.

In accordance with Article 4, section 4.43(G)(1) of the Zoning Ordinance, the applicant may include the 15 right-of-way parking spaces adjacent to their building in their required parking calculation if approved by the City Commission. The inclusion of these 15 spaces will minimize the shortfall of parking for the site.

The Engineering Department has reviewed the proposed plans and has approved the proposed improvements in the public right-of-way. The applicant will be required to execute a streetscape agreement with the City to finalize the design, construction and ongoing maintenance of the proposed on-street parking spaces.

**Suggested Action:**

To approve the use of 15 parking spaces on Woodward Avenue to fulfill a portion of the off-street parking requirements per Article 4, section 4.43 (G)(1) of the Zoning Ordinance for 35046 – 35064 Woodward Avenue.

## Planning Board Minutes

December 12, 2007

### FINAL SITE PLAN REVIEW

**35046 Woodward Ave.**

**Generations Ob/Gyn Center**

**Request to renovate former Albans restaurant and upgrade parking facility to accommodate medical offices**

Ms. Ecker explained the site is located at the former location of Albans Restaurant and the Bottle and Basket. The applicant intends to purchase the current building and to utilize it as a medical office building. The applicant proposes to reconfigure the existing parking lot in order to create additional spaces. In addition, the applicant is proposing to add new landscape islands in the MDOT right-of-way along Woodward Ave., and in the parking facility to comply with the landscaping provisions.

The existing site is zoned B-2, General Business.

Ms. Ecker advised that in accordance with Section 126, Article 04, section 4.41 of the Zoning Ordinance, the applicant is required to provide off-street parking for the proposed building and use. One hundred and thirty-four parking spaces are required and the applicant has proposed a total of 108 spaces, including four handicap accessible spaces. Seventy-two parking spaces are proposed on-site, 21 that are leased on adjacent property, and 15 are proposed to be included along Woodward Ave. in the MDOT right-of-way. ***In order to include the on-street parking spaces, approval must be obtained by the City Commission. Including these spaces, the applicant will still be required to obtain a variance from the Board of Zoning Appeals ("BZA") for 26 parking spaces.***

Ms. Ecker read two letters into the record that were in support of the application.

Mr. Nickita had a number of site concerns regarding the pedestrian access through the parking lot to the front door. Wherever possible striping zones would help, along with adding pedestrian zones within the islands.

Mr. Terry Winter, Winfrier Companies, introduced Ms. Jane Culbertson with AC3 Architects. Ms. Culbertson spoke about adding walkways to the parking lot. Mr. Nickita asked her to consider including a striped zone going from the south to the north that leads people to the front door. Ms. Ecker thought that approval for a walkway could be done administratively. If there was a question it could be brought back before the board informally. Mr. Winter said they propose to have valet parking for drop-off and that will supplement what has been discussed.



Mr. Williams observed that people are congregated in close proximity at the entrance where the handicap is and where people are coming in off of Woodward Ave. Ms. Whipple-Boyce said it would be a thought to have a different way to enter the parking lot. Chairman Boyle summarized that the circulation of the cars and the circulation of the pedestrians both need to be given a good deal of thought; but also how they come together needs to be given just as much thought in terms of safety and circulation by pedestrians through the parking lot.

Ms. Culbetrson explained that for the physicians' offices along Woodward Ave. low-E glass will be used for glazing.

**Motion by Mr. Williams**

**Seconded by Mr. Haberman to approve the Final Site Plan and Design Review for 35046-35064 Woodward Ave. as the proposed development meets the requirements set out in Chapter 126-Article 07, subsection 7.27 (B), subject to the following conditions:**

- 9) A new coat of paint to match the building for the dumpster gate;**
- 10) Existing utility meters and equipment on the west elevation of the building that should be painted out to match the color of the brick;**
- 11) The applicant obtain a permit from MDOT for all improvements in the right-of-way;**
- 12) The applicant obtain approval from the City Commission to include the parking spaces in the right-of-way adjacent to the building and obtain a variance from the BZA for 26 parking spaces;**
- 13) A pedestrian walk be provided through the parking facility;**
- 14) The applicant provide all lighting specifications for the parking lot and building façade lighting;**
- 15) Existing graffiti on the north and east elevations of the building be removed; and**
- 16) The applicant comply with the requirements of the City departments.**

Ms. Bashiri noted the applicant will have to go before the Design Review Board ("DRB") for design review and signage. She added that once a business leaves, the non-conforming pole sign must be removed.

No one from the public wished to comment on the motion at 9:45 p.m.

**Motion carried, 7-0.**

**VOICE VOTE**

Yeas: Williams, Haberman, Blaesing, Boyle, Lazar, Nickita, Whipple-Boyce

Nays: None

Absent: None

- N. Resolution approving the use of 15 parking spaces on Woodward Avenue to fulfill a portion of the off-street parking requirements per Article 4, section 4.43 (G)(1) of the Zoning Ordinance for 35046 – 35064 Woodward Avenue (formerly Alban's Restaurant and the Bottle and Basket).

ROLL CALL VOTE: Yeas, Commissioner Dilgard  
Commissioner Hoff  
Commissioner McDaniel  
Commissioner Rinschler  
Mayor Pro Tem Sherman  
Mayor Carney  
Nays, None  
Absent, Commissioner Moore  
Abstentions, Commissioner Hoff from Warrant 183485  
Mayor Pro Tem Sherman from Warrant 183211

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

**01-17-08 PUBLIC HEARING OF CONFIRMATION  
BALDWIN AVENUE PAVING**

The mayor opened the Public Hearing of confirmation - Baldwin Ave Paving - Harmon to the bridge north of Maple at 7:51 p.m.

Ms. Laing recommended approval. Ms. Laing stated the interest rate applied is one percent over prime.

The mayor closed the public hearing at 7:56 p.m.

**MOTION:** Motion by Sherman, seconded by Rinschler:  
WHEREAS, Special Assessment Roll, designated Roll No. 822, has been heretofore prepared by the City Assessor for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made at a date closer to the time of construction, and

WHEREAS, Commission Resolution No. 01-04-08 provided it would meet this 28th day of January, 2008 for the purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this January 28, 2008, all those property owners or their representatives present have been given an opportunity to be heard

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 822 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said



## MEMORANDUM

Legal Department

**DATE:** May 23, 2022

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

**FROM:** Mary M. Kucharek

**SUBJECT:** Select Commercial Assets Hospitality, LLC

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### INTRODUCTION:

The Select Commercial Assets Hospitality, LLC (SCAH) will be developing the vacant property at Woodward and Maple, on the northwest corner, as a multi-story, multi-use, development. The SCAH has approached the City requesting the ability to lease a portion of the City of Birmingham public property as part of this development.

### BACKGROUND:

The northwest corner of Maple and Woodward has been undeveloped for quite a period of time. The SCAH approached the City over a year ago requesting an arrangement with the City of Birmingham to lease the small parking area owned by the City of Birmingham as part of the site plan development. The conversations began in 2021 with how this Lease Agreement would benefit the City of Birmingham. After much discussion, negotiation and debate, Integra Realty Resources was hired by the City of Birmingham to appraise the property in order to determine the fair market value. In January of 2022, an extensive market analysis was conducted and presented to all parties. The SCAH engaged its experts as well trying to reduce the fair market value that was determined by our appraisal company and experts. The administration has taken a very strong stand that the maximum fair market value ought to be achieved for this property as well as annual increases for inflation. Again, after much negotiation, the attached agreement has been executed with the condition of Commission approval.

The tenants are in the process of developing a multi-use project which will be located on the land described as 35001 and 35075 Woodward Avenue. The City and the tenant mutually agree that this lease will benefit the project and the City in providing rental income and tax revenue to the City from the City leased property. The tenant will undertake appropriate investigation and environmental response activities at the tenant's full expense. The tenant will be able to design the building with the use of City leased property for a more appropriate, aesthetic and efficient design, and the project is consistent with the City of Birmingham's Downtown Birmingham 2016 Plan.



On Wednesday, June 23, 2021 at a regular meeting of the Planning Board the final site plan and design for this property commonly called "The Maple" was approved with the following conditions:

1. The City Commission approves a lease agreement with the applicant to use public property;
2. The applicant lower the height of the rooftop screening to 10' or obtain a variance from the Board of Zoning Appeals;
3. The applicant correct the plans to show at least one (1) of the loading spaces to be 12' in width, or obtain a variance from the Board of Zoning Appeals;
4. The applicant increase the height of junipers screening the transformer and fuse box to 6' and select another type of daylily;
5. The applicant correct the photometric plan and elevations for accuracy and consistency to show all proposed light fixtures and the corresponding light levels;
6. The applicant provide dimensions for the proposed utility sized brick, and further specifications on the clear glazing and obtain administrative approval for same;
7. The Planning Board approves the 2' projection for the steel canopies marked on the plans; and,
8. The applicant complies with the requests of all City departments.

#### LEGAL REVIEW:

The City Attorney's office has been active in the negotiation process since the beginning in the early winter months of 2021. The City Attorney's office has, in conjunction with Carson Fischer, PLC, created a Ground Lease and provided for the terms and conditions of the lease and has no objection to its form and substance.

#### FISCAL IMPACT:

The fair market value has been determined to be, and the lessor has agreed to pay the base rent with the minimum net rent sum of Sixty Thousand Five Hundred Dollars (\$60,500.00) per year, and each year this amount shall be adjusted and increased on the anniversary date of the agreement by three percent (3%). The term of this lease will be for fifty (50) years as long as the tenant is not in default under the lease. The initial term shall automatically be extended for two (2) additional periods of twenty-five (25) years with the ability for termination upon written notice. Each five (5) year anniversary the City will make a reasonable inquiry of tenant in order to confirm that the tenant remains in compliance with the lease, and the tenant shall respond to such increase within thirty (30) days' notice.

#### SUMMARY:

It is requested the City Commission approve the Ground Lease as presented, agreeing to lease the property commonly known as 35001 and 35075 Woodward Avenue.

#### ATTACHMENTS:

- Proposed Ground Lease.
- Minutes of the Regular Meeting of The Planning Board Wednesday, June 23, 2021.
- Memo to the Planning Board submitted on June 18, 2021.

#### SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to accept the Ground Lease between Select Commercial Assets Hospitality and the City of Birmingham for a lease agreement for property located at 35001 and 35075 Woodward Avenue and to agree to allow the tenant to lease the City property for the benefit of the project and the City.

# **PROPOSED GROUND LEASE**



## GROUND LEASE

THIS GROUND LEASE (the "Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation ("Landlord"), whose address is 151 Martin Street, Birmingham, Michigan 48012, and **SELECT COMMERCIAL ASSETS HOSPITALITY, LLC**, a Michigan limited liability company ("Tenant"), whose address is 8469 Warwick Groves Ct. Grand Blanc, Michigan 48439.

### WITNESSETH:

**WHEREAS**, Landlord is the owner of certain real property in the City of Birmingham, Michigan consisting of the southeast corner of the intersection of Hamilton Row and Park Street; and,

**WHEREAS**, Landlord and Tenant desire to enter a lease for a portion of such real property;

**NOW, THEREFORE**, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### SECTION 1 BACKGROUND

- 1.01 Tenant is in the process of developing a multi-use project, consisting of commercial/retail and underground parking, which will be located on the land described in **Exhibit A** attached hereto, (the "Project"), currently known as 35001 and 35075 Woodward Avenue ("Tenant's Property"). As part of the Project, Tenant shall undertake appropriate investigation and environmental response activities;
- 1.02 Landlord and Tenant mutually agree that this Lease will benefit the Project and the City in several respects, including:
  - (a) Additional rental income and tax revenue to the City from the Leased Premises;
  - (b) Tenant will undertake appropriate investigation and environmental response activities for the Leased Premises and Tenant's property at its expense;
  - (c) Tenant will be able to rationalize the shape of the building for a more appropriate aesthetic and efficient design; and,
  - (d) The Project is consistent with the City of Birmingham's Downtown Birmingham 2016 Plan in that the plan calls for future mixed-use building.

### SECTION 2 LEASED PREMISES AND IMPROVEMENTS THEREON

- 2.01 Landlord, in consideration of the rents, terms, covenants and agreements hereinafter set forth on the part of Tenant to be paid, kept and performed, grants, leases and lets to Tenant,

and Tenant hereby takes and hires from Landlord, on the terms, covenants, provisions and agreements hereinafter provided:

a certain tract/parcel of land located in the City of Birmingham, County of Oakland, State of Michigan, and described in Exhibit B attached hereto and made a part hereof (the "Leased Premises") together with the limited rights, title and interests as follows:

(a) air rights and below the ground rights, in connection with the Leased Premises as specifically set forth in this Lease;

(b) improvements presently on, under or over the Leased Premises and those buildings and improvements hereafter erected on the Leased Premises by Tenant as specifically set forth in this Lease; and

(c) all fixtures and articles of personal property and any replacements thereof, attached to or used in connection with the use, occupation and operation of the Leased Premises, and all alterations, additions and improvements hereafter made to the Leased Premises, title to which may vest in Landlord as specifically set forth in this Lease.

To have and to hold the Leased Premises and the above limited rights and interests for and during the term hereof, unless otherwise provided for in this Lease.

### **SECTION 3 TERM AND DURATION; ACCESS PRIOR TO COMMENCEMENT**

- 3.01 The term of this Lease shall commence as of the earlier of \_\_\_\_\_, 2022, or the date on which construction of the Project commences (the "Commencement Date") and shall end at midnight on the date, which is fifty (50) years after the Commencement Date (the "Initial Term"). So long as Tenant is not in default under the Lease, the Initial Term shall automatically be extended for two (2) additional periods of twenty-five (25) years each (respectively, the "First Renewal Term" and "Second Renewal Term" and collectively the "Renewal Terms") unless Tenant provides Landlord with written notice of its intent not to renew this Lease at least ninety (90) days prior to the expiration of the Initial Term or First Renewal Term. Landlord shall send Tenant written notice at least one hundred and twenty (120) days before the end of the Initial Term and First Renewal Term that the Lease will be automatically renewed unless terminated within the following thirty (30) days. Notwithstanding the foregoing, Landlord's failure to send said notice does not invalidate Tenant's notice requirements and automatic extensions if Tenant fails to provide notice to Landlord of its intent not to extend the Lease.
- 3.02 Prior to the Commencement Date, so long as Tenant is not in default under this Lease, Tenant and its authorized agents and employees shall be permitted to enter upon the Leased Premises for the purposes of performing such tests and other non-construction work as may be reasonably incidental thereto.
- 3.03 Landlord, upon thirty (30) days written notice to Tenant, beginning ninety (90) days prior to the First Renewal Term and each five (5) year anniversary thereafter, may make reasonable inquiry of Tenant in order to confirm that Tenant remains in compliance with the Lease and Tenant shall respond to such inquiries within thirty (30) days of the notice.

## **SECTION 4 BASE RENT**

- 4.01 Commencing on the Commencement Date, Tenant agrees to pay to Landlord, as minimum net rent the sum of \$60,500.00 per year, payable on or before each yearly anniversary of the Commencement Date. Each year, this amount shall be adjusted annually on the anniversary of the Commencement Date by three percent (3%).
- 4.02 [INTENTIONALLY OMITTED]
- 4.03 Unless Tenant has further obligations under any other agreements pertaining to the environmental condition of the Project, and as additional consideration, Tenant, at its sole expense, shall undertake those appropriate investigation and environmental response activities necessary to comply with due care obligations, applicable to the development and future use of the property, as may be required under Section 20107a of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA) and the administrative rules promulgated thereunder. Specifically, Tenant shall undertake appropriate measures to prevent exacerbation of, and unacceptable human direct contact and inhalation exposures to, contaminants existing on the property at time of lease. Tenant also shall undertake reasonable precautions to prevent reasonably foreseeable acts and omissions of third parties that could result in unacceptable human exposures to, or exacerbation of, contaminants existing on the property at time of lease.
- 4.04 Each yearly installment of minimum net rent will be paid in advance, without any setoffs or deductions, on each and every anniversary of the Commencement Date (the "Rent Day") during the continuation of this Lease at the office of Landlord at the address first shown above, or at such other place as Landlord from time to time may designate in writing.
- 4.05 The terms "rent" and "rental" shall mean all net rent and other charges or sums, which may be due from Tenant to Landlord pursuant to this Lease.
- 4.06 This Lease shall be deemed and construed to be a "net lease" and, notwithstanding anything contained herein to the contrary, Landlord shall receive all rent due hereunder absolutely free of all charges, assessments and impositions, expenses, offsets or deductions of any kind. Landlord shall not be expected or required to make any payment or provide any service to Tenant or any other person or entity, except as otherwise expressly set forth in this Lease. Landlord and Tenant acknowledge and agree that Tenant shall be responsible for all costs, expenses and obligations relating to the maintenance, repair, replacement, taxes and insurance for the Leased Premises during the term of this Lease and Landlord shall be indemnified by Tenant against all such costs, expenses and obligations.
- 4.07 Any rent or other sums payable by Tenant to Landlord under this Lease, which are not paid within ten (10) days after the same are due will be subject to a late charge of two and one-half percent (2.5%) of the amount due. Such late charges will be due and payable as additional rent on or before the next thirty (30) day installment of rent is due.
- 4.08 Any rent, late charges or other sums payable by Tenant to Landlord under this Lease, which are not paid within thirty (30) days after the same are due, will bear interest at a per annum rate equal to three (3) percentage points above the effective prime rate announced in the



Money Rates section of the Wall Street Journal (the "Default Rate") on the date when the rent, late charges or other sums became due, but in any event not in excess of the maximum interest rate permitted by law. Such interest shall be due and payable as additional rent on or before the next thirty (30) day installment of rent is due and will accrue until paid from the date that such rent, late charges or other sums are payable under this Lease. See Section 14 regarding Tenant's defaults.

## **SECTION 5 USE AND OCCUPANCY**

- 5.01 The Leased Premises may be used by Tenant for any legal purpose in connection with the development, construction and use of the Project in accordance with the approved site plan ("Site Plan") (**Exhibit C**). Landlord and Tenant acknowledge that Tenant intends to expand the proposed above ground improvements to include the air space over a portion of the Leased Premises.

## **SECTION 6 CONSTRUCTION OF THE PROJECT**

- 6.01 The Project shall be constructed by Tenant in substantial accordance with the Site Plan (**Exhibit C**) approved by Landlord on \_\_\_\_\_, 2021 as may be amended by the parties from time to time.
- 6.02 Tenant shall be under no obligation to construct the Project.
- 6.03 At all times prior to completion of the construction of the Project, Tenant shall maintain a policy of builders risk insurance covering such risks, in such amounts and with such companies as Tenant reasonably determines and subject to the reasonable approval of Landlord. Each such policy shall be non-cancelable except upon thirty (30) days' prior written notice to Landlord.
- 6.04 In connection with the Project, Tenant, at its sole cost and expenses, shall have the right to relocate existing utilities located on the Leased Premises (i) within the Leased Premises; or (ii) on to adjacent land owned by the Tenant. Landlord agrees to execute any and all reasonably required documents in connection with such relocation, which may be requested by any utility company.

## **SECTION 7 ASSIGNMENT AND SUBLETTING**

- 7.01 Tenant shall not without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, assign its interest in this Lease or to sublet the whole or any portion or portions of the Leased Premises, except when the assignment of the Lease is pursuant to the sale of the building. Notwithstanding the foregoing, Landlord's consent shall not be required in order for Tenant to enter leases or other agreements with third parties with respect to the improvements constructed in connection with the Project provided such leases and/or agreements do not permit such third parties to violate the terms of this Lease. Promptly after entering such a lease or other agreement, Tenant shall provide written notice thereof to Landlord.

- 7.02 Landlord agrees to enter into a nondisturbance agreement, in form satisfactory to Landlord, in favor of subtenants. Such nondisturbance agreements shall be executed in recordable form. Landlord covenants, agrees and warrants to execute such nondisturbance agreements within thirty (30) days after written request by Tenant therefor.
- 7.03 Any amendments of subleases shall not be binding on Landlord unless Landlord consents to same, which consent Landlord covenants and warrants will not be unreasonably withheld, delayed or conditioned.

## **SECTION 8 TAXES AND UTILITIES**

- 8.01 All taxes, including but not limited to personal property taxes and taxes imposed pursuant to P.A. 189 of 1953 (Taxation of Lessees and Users of Tax-exempt Real Property), levied against the Tenant's interest in the Leased Premises shall be paid by the Tenant before same are delinquent.
- 8.02 All charges for utility services rendered to the Leased Premises during the term of this Lease shall be paid by Tenant.

## **SECTION 9 LIABILITY INSURANCE**

- 9.01 Tenant shall not commence work under this Lease until it has obtained the insurance required under this Section. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers reasonably acceptable to Landlord.

(a) Workers' Compensation Insurance: Tenant shall cause its contractors to procure and maintain during the life of this Lease when construction is being done on the Project. Workers' compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

(b) Commercial General Liability Insurance: Tenant shall procure and maintain during the term of this Lease, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000.00 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (i) Contractual Liability; (ii) Products and Completed Operations; (iii) Independent Contractors Coverage; (iv) Broad Form General Liability Extensions or equivalent; (v) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

(c) Motor Vehicle Liability: If Landlord uses motor vehicles at the Leased Premises then Landlord shall procure and maintain during the term of this Lease Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

(d) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

(e) Cancellation Notice: Workers' compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012."

(f) Proof of Insurance Coverage: Tenant shall provide the Landlord at the time the Lease is returned for execution, Certificates of Insurance and/or policies, acceptable to Landlord, as listed below.

(i) Two (2) copies of Certificate of Insurance for Workers' Compensation (if then required);

(ii) Two (2) copies of Certificate of Insurance for Commercial General Liability;

(iii) Two (2) copies of Certificate of Insurance for Motor Vehicle Liability Insurance (if then required); and

(iv) If so requested, Certified Copies of all policies mentioned above will be furnished.

(g) Coverage Expiration: If any of the above coverages expire during the term of this Lease, Tenant shall deliver renewal certificate and/or policies to landlord at least ten (10) days prior to the expiration date.

9.02 Notwithstanding the foregoing, any and all insurance required to be obtained pursuant to this Section 9 may be obtained in connection with, and combined with, Tenant's insurance for the Project so long as the requirements of this Section 9 are satisfied.

## **SECTION 10 INDEMNITY**

10.01 To the fullest extent permitted by law, Tenant and any entity or person for whom Tenant is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold Landlord harmless, including Landlord's elected and appointed officials, employees and volunteers and others working on behalf of Landlord 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 Landlord, its elected and appointed officials, employees, volunteers or others working on behalf of Landlord, 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 Landlord.

## **SECTION 11 COMPLIANCE WITH LAWS**

- 11.01 Tenant covenants and agrees that during the term of this Lease, and any renewals or extensions thereof, Tenant shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of the federal, state, county, city and municipal governments or any of their departments, bureaus, boards, commissions and officials thereof, with respect to the Leased Premises, the buildings and improvements thereon or hereafter erected thereon by Tenant, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against Landlord or Tenant, or both, except to the extent that Landlord has any obligations under this Lease.

## **SECTION 12 CASUALTY INSURANCE**

- 12.01 Tenant covenants that it will, during the continuance of the term of this Lease, keep or cause to be kept the buildings and improvements now or hereafter located on the Leased Premises, insured by a responsible and reputable insurance company or companies against loss or damage by fire and such other hazards as are currently embraced in the standard extended coverage endorsement in this State of Michigan, and in an amount not less than eighty percent (80%) of the full insurable value of said building and improvements.

## **SECTION 13 DAMAGE CLAUSE**

- 13.01 Should the whole or any part or parts of the buildings or improvements then on the Leased Premises be partially or wholly damaged or destroyed by fire or other insured casualty after the commencement of the term of this Lease, such destruction or damage shall not operate to terminate this Lease, but this Lease shall continue in full force and effect, except as otherwise provided in this Lease. Tenant, at its sole option, may elect to:

(a) restore, rebuild or repair said building and improvements so damaged or destroyed so that the said building and improvements as Tenant deems appropriate for its development or use of the Project; or

(b) clear the Leased Premises of all debris and restore same to a safe condition.

- 13.02 Notwithstanding the foregoing, including Tenant's discretionary election, all decisions to restore, rebuild, repair and/or clean are subject to all City and other municipality regulations pertaining to same.

## **SECTION 14 DEFAULT CLAUSES**

- 14.01 If Tenant shall default in the payment of rent on any dates provided for in this Lease, and if such default shall continue for a period of thirty (30) days after receipt by Tenant of

written notice of said nonpayment, or (except as otherwise provided in this Lease) in the event that Tenant shall default or fail in the performance of a material covenant or agreement on its part to be performed in this Lease and such default shall not have been cured for a period of sixty (60) days after receipt by Tenant of written notice of said default from Landlord, or if such default cannot with due diligence be cured within sixty (60) days and Tenant shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy it (it being intended in connection with a default not susceptible of being cured by Tenant with due diligence within sixty (60) days that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence), then, and in such case, Landlord shall have the right to terminate this Lease and to recover possession of the Leased Premises by summary proceedings or by any other appropriate legal action or proceedings, and such other rights as may be available at law or in equity.

- 14.02 If, after the commencement of the term of this Lease, (i) Tenant then in possession of the Leased Premises shall be adjudicated bankrupt or adjudged to be insolvent; (ii) a receiver or trustee shall be appointed for the aforesaid Tenant's property and affairs; (iii) the aforesaid Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or (iv) any execution or attachment shall be issued against the aforesaid Tenant or any of the aforesaid Tenant's property whereby the Leased Premises, or any building or buildings or any improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the aforesaid Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded over within one hundred twenty (120) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of this Section 14 shall become effective and Landlord shall have the rights and remedies provided for herein.
- 14.03 Notwithstanding the foregoing, 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 48<sup>th</sup> 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. This agreement shall be governed by the laws of the State of Michigan 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 48<sup>th</sup> District Court.

## **SECTION 15 ESTOPPEL CERTIFICATES**

15.01 Landlord shall, without charge, at any time and from time to time, within thirty (30) days after request by Tenant, certify by written instrument, which Landlord shall duly execute and acknowledge in recordable form and deliver to Tenant or any mortgagees selected by Tenant, or any assignee of any mortgagee or purchaser, or any proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified by Tenant:

(a) that this Lease is unmodified and in full force and effect (or, if there has been a modification, that the same is in full force and effect as modified and stating the modification);

(b) the dates, if any, to which the basic rent impositions and other charges hereunder have been paid in advance;

(c) whether Tenant is or is not in default in the performance of any covenant, condition or agreement on Tenant's part to be performed and the nature of Tenant's default, if any, and such other pertinent information as Tenant may request.

## **SECTION 16 OWNERSHIP OF IMPROVEMENTS**

16.01 Tenant shall own and have the right to take the depreciation deductions under the tax laws for any buildings and improvements heretofore or hereafter erected on, under or above the Leased Premises.

## **SECTION 17 RIGHT TO PERFORM FOR TENANT**

17.01 If Tenant, or its permitted successors and assigns, shall, after reasonable notice and demand, fail to perform any covenant, condition or other obligation on its part to be performed under this Lease, the Landlord may do so on behalf of and at the cost and expense of the Tenant so failing to perform. Interest at the Default Rate and reasonable attorney's fees, if any, shall be collectible from the Tenant. Should it be determined by a court of competent jurisdiction that the expending of sums by Landlord was made necessary by Tenant's failure to perform a covenant, condition or any other obligation on Tenant's part to be performed under this Lease, in such event, and only in such event, shall such sums, at the option of Landlord, be deemed additional rent and payable as such on the next or any subsequent Rent Day.

## **SECTION 18 HOLDOVER**

18.01 If Tenant shall holdover as a tenant after the expiration of the then existing Lease term, then such tenancy shall be deemed to be on a month-to-month basis with monthly rent payable in advance in the amount of one hundred fifty percent (150%) of the rent as in effect under this Lease.



## **SECTION 19 PARTIAL INVALIDITY**

- 19.01 If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

## **SECTION 20 WRITTEN NOTICES**

- 20.01 Whenever under the terms of this Lease a written notice is required, or whenever a written notice or communication is sent, the same shall be accomplished by Registered Mail, Return Receipt Requested, postage prepaid, addressed to the parties at the respective addresses first above written or to such other address(es) as any of the parties shall designate by written notice. All notices sent to Landlord shall be sent to the attention of the City Manager unless otherwise provided herein. A copy of all notices to Landlord shall also be sent to the City Attorney, Mary Kucharek, at 3001 West Big Beaver Road, Suite 200, Troy, Michigan 48084. A copy of all notices to Tenant shall also be sent to Robert M. Carson and Robert A. Weisberg, at Carson Fischer, PLC, 4111 Andover Road, West – 2<sup>nd</sup> Floor, Bloomfield Hills, Michigan 48302.

## **SECTION 21 BINDING ON SUCCESSORS AND ASSIGNS**

- 21.01 Except as otherwise provided in this Lease, all covenants, agreements, provisions and conditions of this Lease shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns. No modification or termination of this Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

## **SECTION 22 BROKER**

- 22.01 Landlord and Tenant each warrant, covenant and agree with the other that no broker brought about this Lease nor was any broker involved in the negotiations leading to its consummation.

## **SECTION 23 NO MERGER**

- 23.01 Notwithstanding any provision of this Lease to the contrary, if at any time or times during the term of this Lease, or any renewal or extension thereof, Landlord and Tenant shall be the same person, party or entity, Landlord's and Tenant's interests shall remain separate and distinct, and shall not be merged into one estate so as to cancel, terminate or extinguish this Lease by law or otherwise.

## **SECTION 24 CAPTIONS**

24.01 The captions of the Sections of this instrument are solely for convenience and shall not be deemed a part of this instrument for the purposes of construing the meaning thereof or for any other purpose.

## **SECTION 25 SURRENDER**

25.01 Upon the termination of the Lease term, Tenant shall quit and surrender the Leased Premises and all buildings and improvements thereon, in good condition and repair.

## **SECTION 26 QUIET ENJOYMENT**

26.01 Landlord agrees, covenants and warrants that as long as Tenant faithfully performs the agreements, terms, covenants and conditions of this Lease including without limitation, Tenant's obligations to comply with all laws as set forth in Section 11, within the grace periods and extended periods for any unavoidable delays, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the term and extensions thereof hereby granted without molestation or disturbance by or from Landlord and free of any and all encumbrances created or suffered by Landlord.

## **SECTION 27 NO WAIVER**

27.01 No waiver of any covenant or condition contained in this Lease, or of any breach of any such covenant or condition, shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

## **SECTION 28 INTERPRETATION**

28.01 This Lease shall be construed in accordance with the laws of the State of Michigan. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The neuter gender includes the masculine and the feminine.

## **SECTION 29 ENTIRE AGREEMENT**

29.01 This Lease contains the entire agreement of the parties hereto with respect to the letting and hiring of the Leased Premises described above, and this Lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successors or assigns.

## **SECTION 30 SHORT FORM OR MEMORANDUM OF LEASE SUITABLE FOR RECORDING**

30.01 The parties hereto covenant and agree that, at the request of either party, Landlord and Tenant will promptly execute and deliver to the requesting party a short form or Memorandum of Lease duly acknowledged and in recordable form setting forth, among

other things, the names and addresses of the parties, a reference to this Lease and its date, the description of the Leased Premises, the date of the commencement and termination of this Lease, Tenant's rights to obtain financing, the right of Tenant to build, alter, repair, improve, change or demolish buildings, structures and improvements, and such other information as either party may request. The short form or Memorandum of Lease, or this Lease, may be recorded by either Landlord or Tenant. Landlord and Tenant agree to share equally all the costs and expenses of recording said short form or Memorandum of Lease or this Lease.

### **SECTION 31 CHANGE IN LEGAL DESCRIPTION OF LEASED PREMISES**

- 31.01 The parties acknowledge and agree that it may be necessary to change the legal description of the Leased Premises in order to facilitate the efficient use of the land comprising the Project. The parties agree to use their best good faith efforts to agree upon the final legal description. The revised legal description shall be initialed by each party and substituted for **Exhibit B** on all executed counterparts of this Lease.



**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**LANDLORD:**

WITNESSES:

CITY OF BIRMINGHAM

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Therese Longe, Mayor

\_\_\_\_\_  
Alexandria D. Bingham, Clerk

**TENANT:**

**SELECT COMMERCIAL ASSETS  
HOSPITALITY LLC**, a Michigan limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN )  
                                  ) ss:  
COUNTY OF OAKLAND)

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: \_\_\_\_\_

APPROVAL (Sec 2-289 City Code)

---

Thomas M. Markus, City Manager  
(as to substance)

---

Jana Ecker, Planning Director  
(as to substance)

---

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

---

Mary M. Kucharek, City Attorney  
(as to form)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROJECT**



## LEGAL DESCRIPTION

35001 WOODWARD AVE

19-25-456-037

LOTS 1, 2 & 3, PART OF LOTS 4 & 5, AND ALSO PART OF A VACATED ALLEY OF ASSESSOR'S PLAT No.21, LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, ALL DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 18 DEGREES 50 MINUTES 30 SECONDS WEST, 23.13 FEET FROM THE SOUTHEAST SECTION CORNER OF LOT 1; THENCE SOUTH 34 DEGREES 32 MINUTES 10 SECONDS WEST, 23.86 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 50 SECONDS WEST, 47.86 FEET; THENCE ALONG A CURVE TO THE LEFT 54.91 FEET, SAID CURVE HAVING A RADIUS OF 57 FEET, A LONG CHORD BEARING OF NORTH 64 DEGREES 29 MINUTES 25 SECONDS WEST, 52.81 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 10 SECONDS WEST, 135.76 FEET; THENCE 88 DEGREES 16 MINUTES 35 SECONDS EAST, 34.77 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS EAST, 31 FEET; THENCE SOUTH 18 DEGREES 40 MINUTES 40 SECONDS EAST, 30.80 FEET; THENCE SOUTH 18 DEGREES 50 MINUTES 30 SECONDS EAST, 116.06 FEET TO THE POINT OF BEGINNING.

35075 WOODWARD AVE

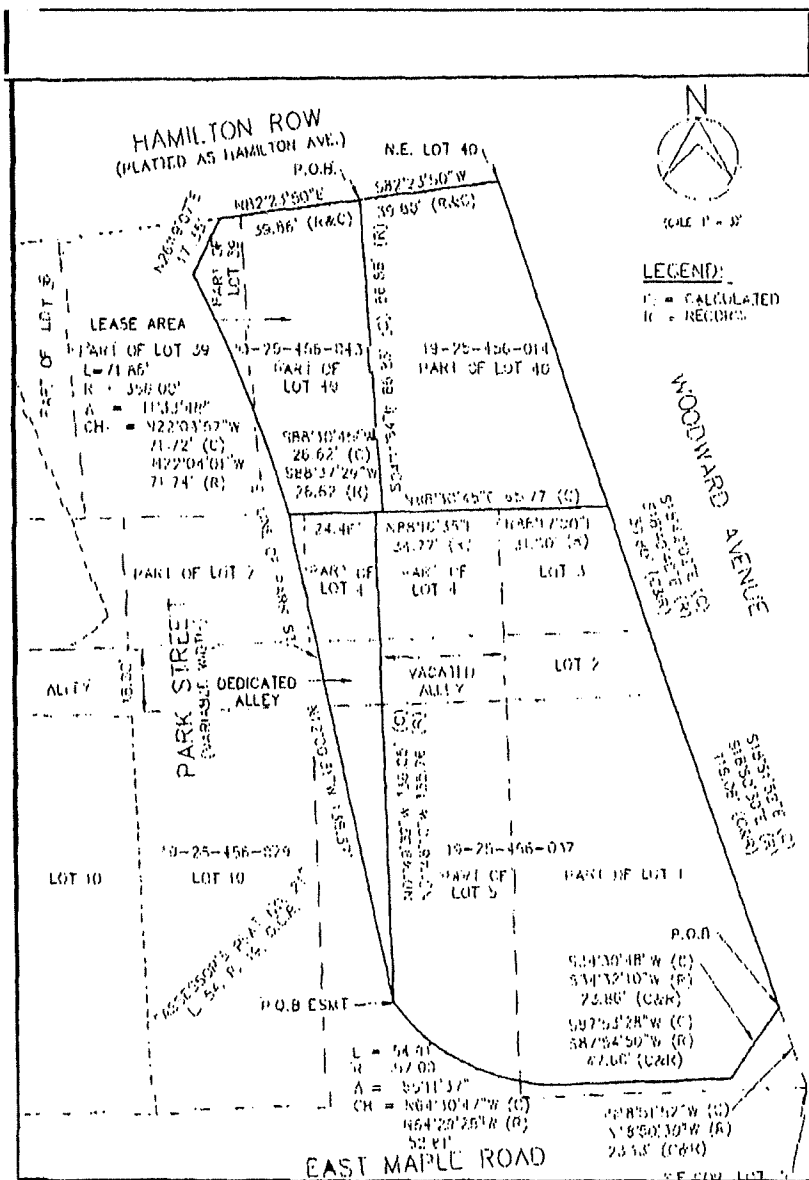
19-25-456-014

LOT 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, EXCEPTING THE WEST 34 FEET AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS.

PO BOX 3001 BIRMINGHAM, MI 48012

19-25-456-043

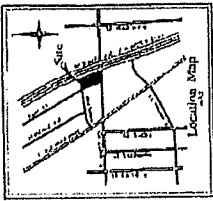
PART OF LOTS 39 & 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, BEGINNING AT A POINT DISTANT SOUTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, 39.80 FEET FROM THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 04 DEGREES 11 MINUTES 54 SECONDS EAST, 86.88 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 29 SECONDS WEST, 26.62 FEET ALONG THE SOUTH LINE OF SAID LOT 40, THENCE ALONG THE EAST LINE OF PARK STREET ALONG A CURVE TO THE LEFT, 71.86 FEET, SAID CURVE HAVING A RADIUS OF 356 FEET, A LONG CHORD BEARING OF NORTH 22 DEGREES 04 MINUTES 01 SECONDS WEST, 71.74 FEET; THENCE NORTH 26 DEGREES 19 MINUTES 07 SECONDS EAST, 17.35 FEET; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, 39.86 FEET TO THE POINT OF BEGINNING.



**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF THE LEASED PREMISES**

[to be provided]

**CNF**  
**ENGINEERS**  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 LAND PLANNERS  
 4000 E. 10TH AVENUE  
 PORTLAND, OR 97202  
 PHONE: 503-255-5555  
 FAX: 503-255-5555



Sheet

Project  
 20011 4, 20015 Westwood

Client  
 Billings Architects  
 320 Martin, Suite 10  
 Birmingham, AL 35203  
 Contact: Kevin Bilgum  
 Ph: (205) 334-1200

Project Location  
 Part of Section 25  
 T. 2 North, R. 30 East  
 Caddess County, Michigan

Scale  
 1" = 200'

Survey  
 Topographic /  
 Time Survey

811  
 Call before you dig

Notes  
 1. All measurements are in feet and inches.  
 2. All bearings are in degrees, minutes and seconds.  
 3. All distances are in feet and inches.  
 4. All areas are in square feet and inches.  
 5. All volumes are in cubic feet and inches.

Topographic Survey Notes  
 1. All measurements are in feet and inches.  
 2. All bearings are in degrees, minutes and seconds.  
 3. All distances are in feet and inches.  
 4. All areas are in square feet and inches.  
 5. All volumes are in cubic feet and inches.

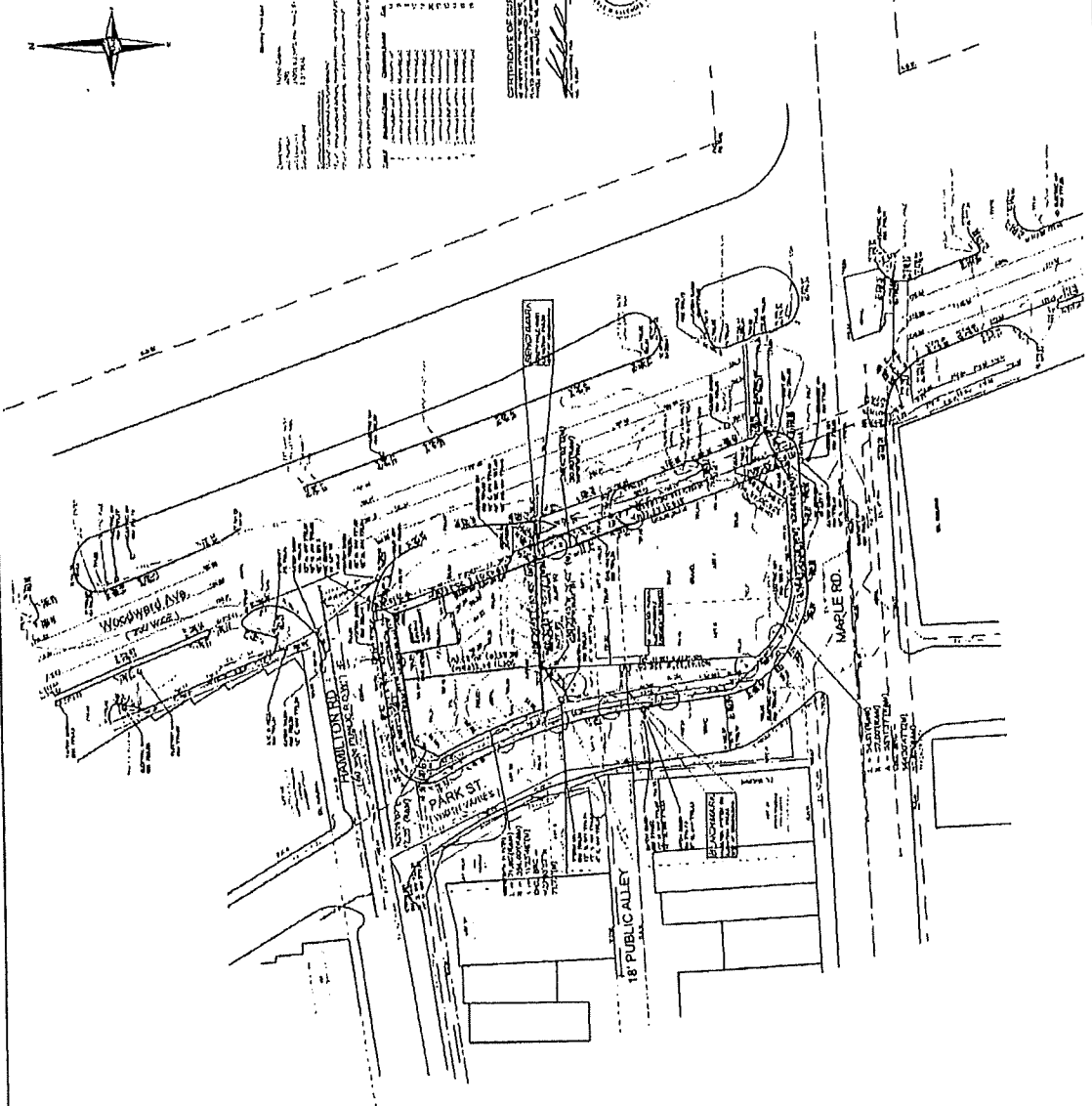
Legend  
 1. All measurements are in feet and inches.  
 2. All bearings are in degrees, minutes and seconds.  
 3. All distances are in feet and inches.  
 4. All areas are in square feet and inches.  
 5. All volumes are in cubic feet and inches.

20011 4, 20015 Westwood

3/29/01

3/29/01

3/29/01



**LEGAL DESCRIPTION**

Part of Section 25  
 T. 2 North, R. 30 East  
 Caddess County, Michigan

**CERTIFICATE OF SURVEY**

Surveyed and shown to be correct by the undersigned Surveyor on this 29th day of March, 2001.

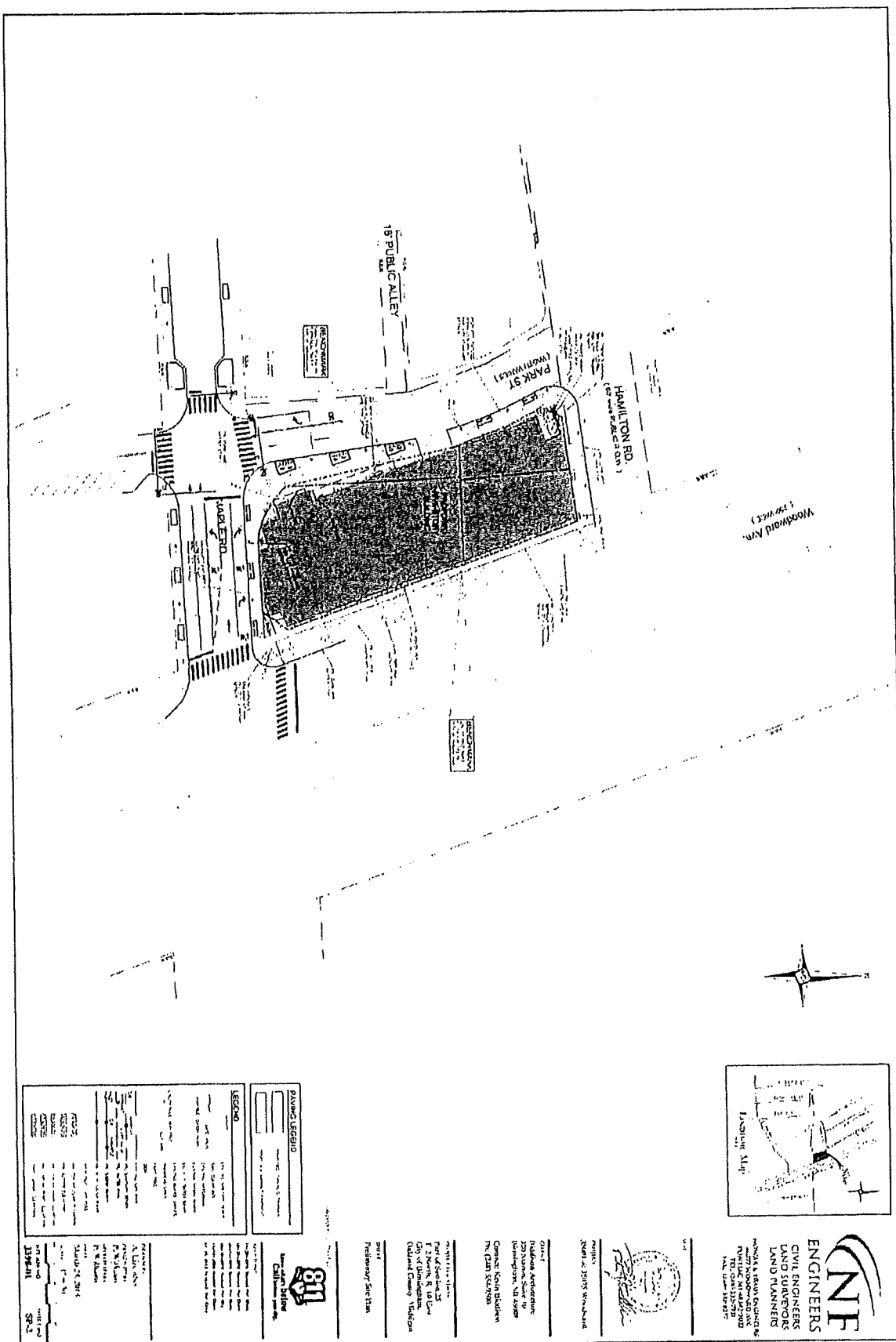




**EXHIBIT "C"**  
**SITE PLAN OF THE PROJECT**

[to be provided]





biddison |  
architecture - design  
ARCHITECTURAL SITE PLAN  
1971.16

1971.16

ARCHITECTURAL SITE PLAN  
1971.16

1971.16

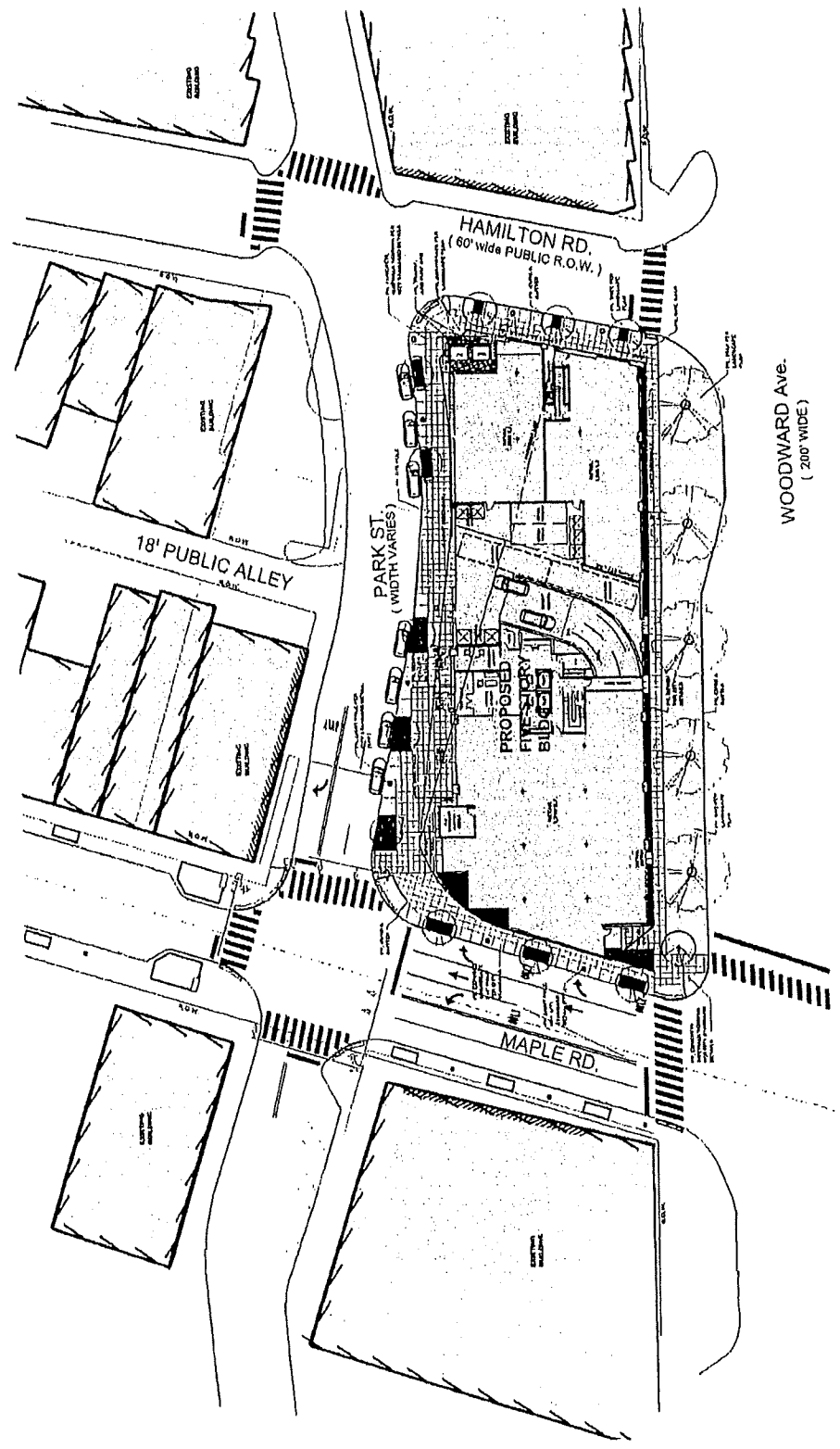
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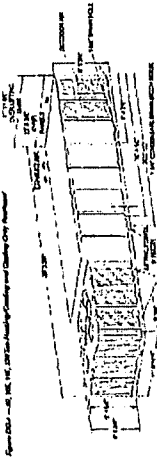
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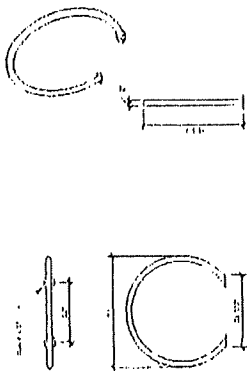


ARCHITECTURAL SITE PLAN  
1971.16

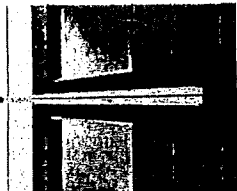




RTU OUTSHEET  
SCALE: 1/8" = 1'-0"



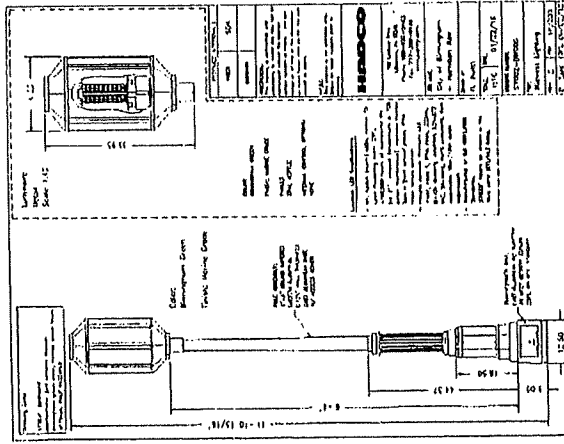
TYP. BIKE RACK DETAIL  
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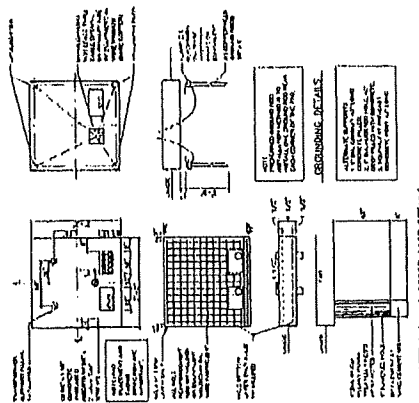
TYP. LIGHT-FIN DETAIL-DAY  
SCALE: 1/2" = 1'-0"



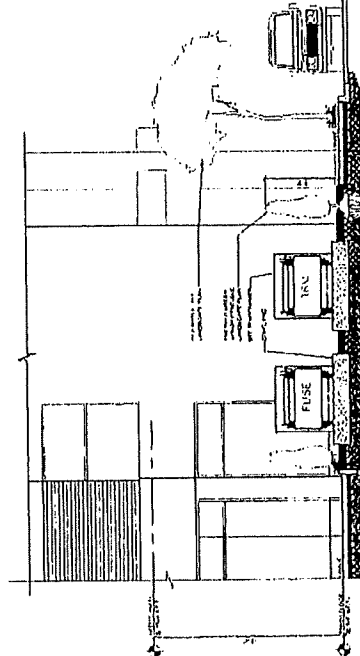
TYP. LIGHT-FIN DETAIL-NIGHT  
SCALE: 1/2" = 1'-0"



TYP. LIGHT POLE DETAIL  
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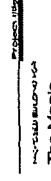
LANDSCAPE UTILITY SCREENING DETAILS  
SCALE: 1/2" = 1'-0"



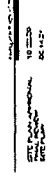
LANDSCAPE UTILITY SCREENING DETAILS  
SCALE: 1/2" = 1'-0"



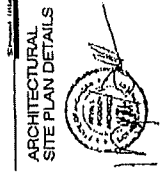
ARCHITECTURAL SITE PLAN DETAILS  
SCALE: 1/2" = 1'-0"



ARCHITECTURAL SITE PLAN DETAILS  
SCALE: 1/2" = 1'-0"



ARCHITECTURAL SITE PLAN DETAILS  
SCALE: 1/2" = 1'-0"



ARCHITECTURAL SITE PLAN DETAILS  
SCALE: 1/2" = 1'-0"



ARCHITECTURAL SITE PLAN DETAILS  
SCALE: 1/2" = 1'-0"



PROJECT  
30001 S. 3000 S. Road

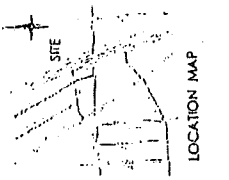
DESIGNER  
Hickman Associates  
320 Main Street, SE  
Birmingham, AL 35203  
Phone: 1-800-541-1234  
Fax: (205) 334-5678

PREPARED BY  
Hickman Associates  
320 Main Street, SE  
Birmingham, AL 35203  
Oakland County, Michigan

DATE  
Landscape Plan

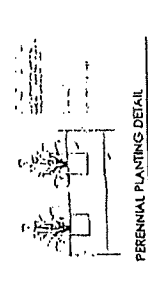
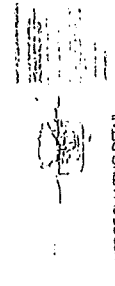
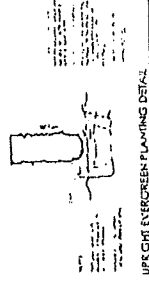
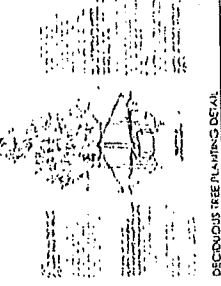


PROJECT NO.	30001 S. 3000 S. Road
DATE	10/1/01
DESIGNER	Hickman Associates
PREPARED BY	Hickman Associates
CHECKED BY	Hickman Associates
APPROVED BY	Hickman Associates
DATE	10/1/01
SCALE	1" = 20'
PROJECT LOCATION	30001 S. 3000 S. Road
PROJECT DESCRIPTION	Landscaping Plan
PROJECT OWNER	City of Birmingham
PROJECT ADDRESS	30001 S. 3000 S. Road
PROJECT CITY	Birmingham, AL
PROJECT STATE	Alabama
PROJECT ZIP	35203
PROJECT COUNTY	Jefferson
PROJECT DISTRICT	1
PROJECT WARD	1
PROJECT CENSUS TRACT	1
PROJECT FIPS	01001
PROJECT FIPS+3	01001
PROJECT FIPS+5	01001
PROJECT FIPS+6	01001
PROJECT FIPS+7	01001
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PROJECT FIPS+100	01001



PLANT SCHEDULE

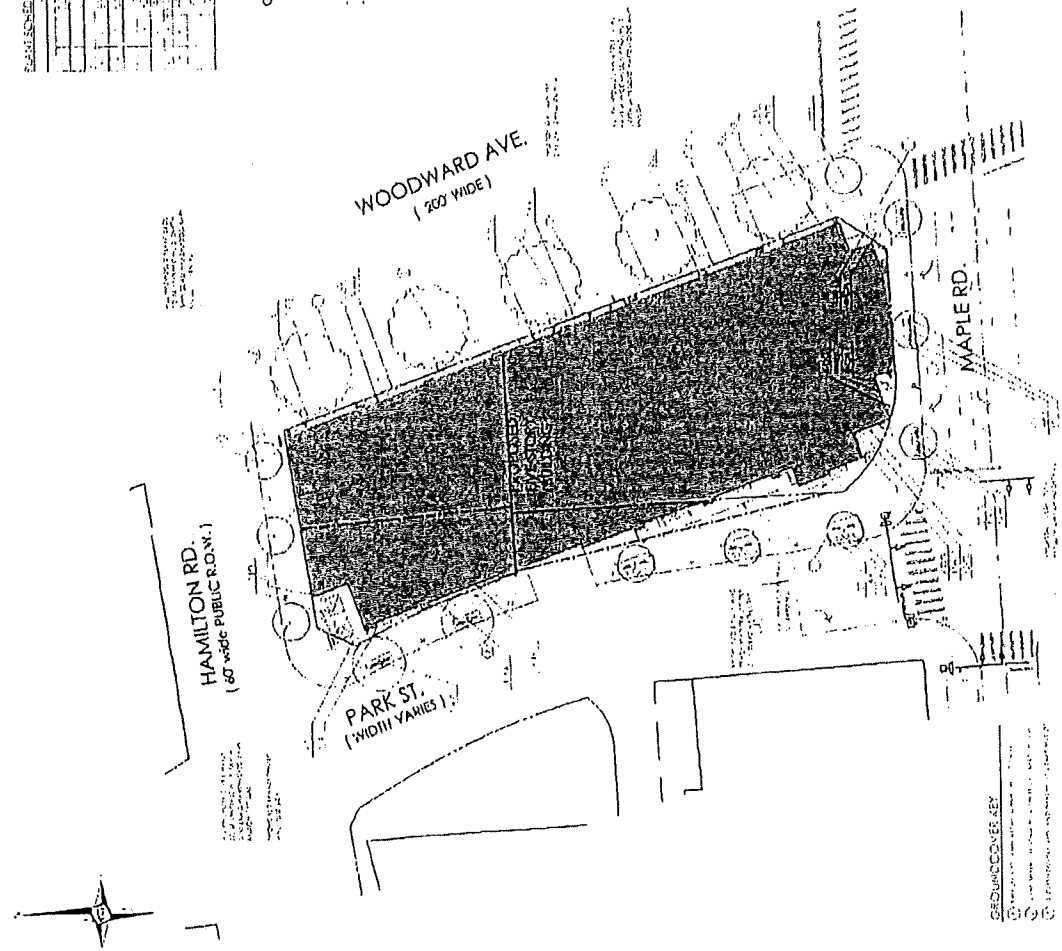
PLANT	QUANTITY	NOTES
1. Deciduous Tree Planting Detail	1	
2. Evergreen Tree Planting Detail	1	
3. Hedge Planting Detail	1	
4. Perennial Planting Detail	1	



GENERAL NOTE  
1. All plants shall be installed in accordance with the City of Birmingham Planting Specifications.

GENERAL LANDSCAPE NOTES

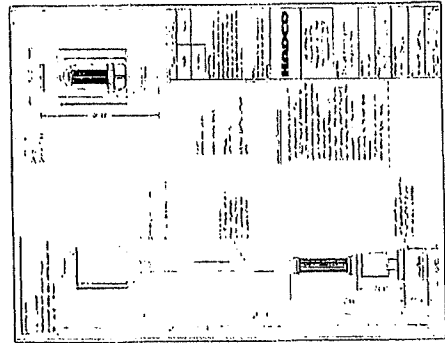
1. All plants shall be installed in accordance with the City of Birmingham Planting Specifications.



GROUND COVER KEY  
1. Ground Cover  
2. Ground Cover  
3. Ground Cover



THE HART  
3501 & 3503 WOODWARD AVE.  
BIRMINGHAM, AL  
PREPARED FOR BIDDING ARCHITECTURE & DESIGN



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
ROADWAY	+	0.1 ft	0.6 ft	0.0 ft	N/A	N/A
SIDEWALK	+	0.3 ft	0.6 ft	0.1 ft	6.0:1	3.0:1



Drawn by

Scale 1/4" = 1'-0"

1/4"

The Maple

1000 10th Ave  
 New York, NY 10018  
 Tel: 212 691 1000  
 Fax: 212 691 1001  
 Email: info@bidison.com

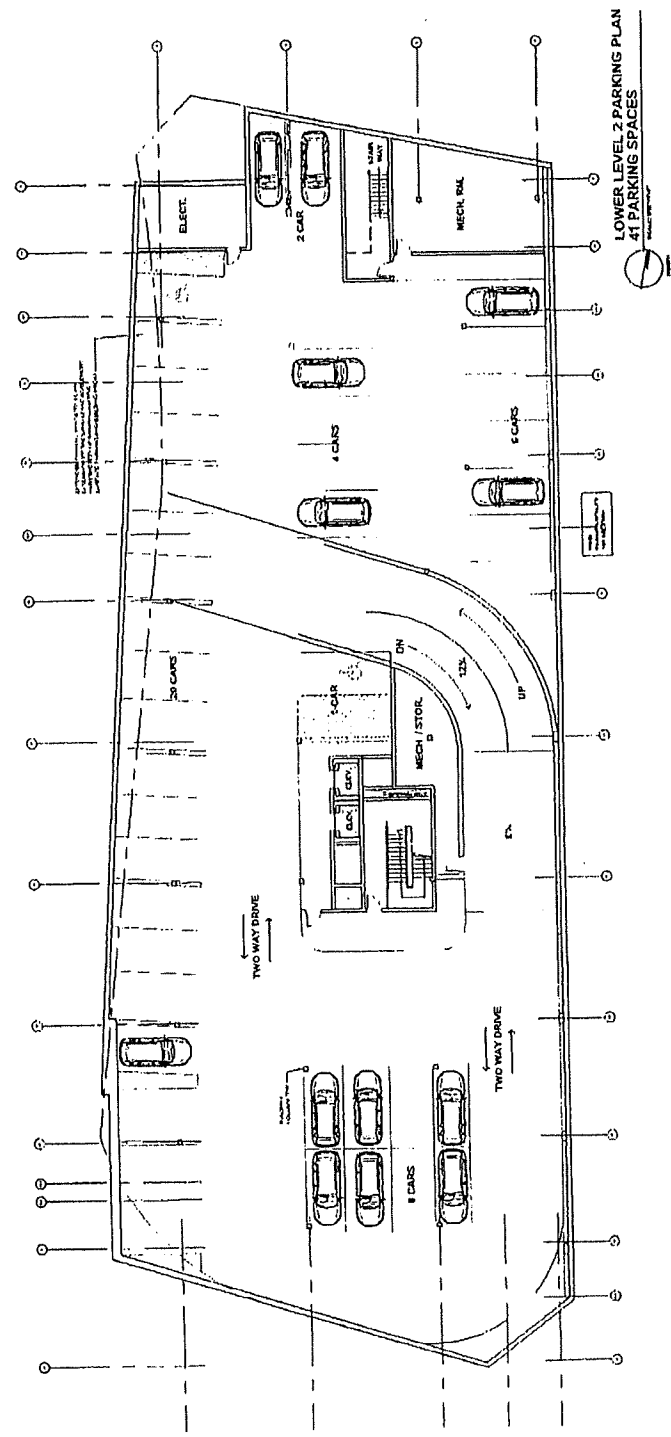
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SITE PLAN REVIEW	05.13.18
SITE PLAN REVIEW	10.16.15
SITE PLAN REVIEW	11.22.15
SITE PLAN REVIEW	11.22.15
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	03.14.20
SITE PLAN REVIEW	05.14.20
SITE PLAN REVIEW	05.22.20
SITE PLAN REVIEW	10.22.20
SITE PLAN REVIEW	06.14.21

1000 10th Ave  
 New York, NY 10018  
 Tel: 212 691 1000  
 Fax: 212 691 1001  
 Email: info@bidison.com



1971.16

LL\_101

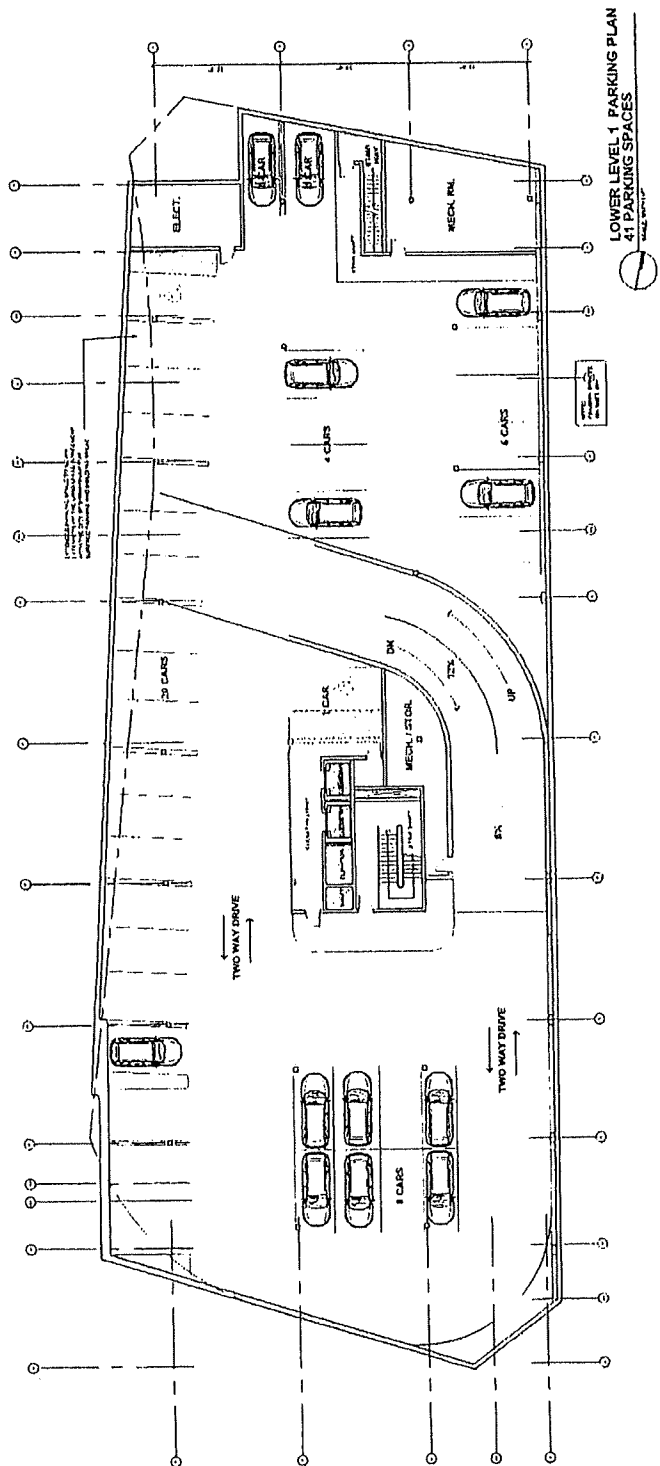




Sheet 0102  
LOWER LEVEL 1  
PARKING PLAN

1971.16

00177





FIRST  
FLOOR PLAN

SITE PLAN REVIEW	11/26/18
SITE PLAN REVIEW	01/20/19
SITE PLAN REMISION	02/02/19
SITE PLAN REVIEW	05/13/19
SITE PLAN REVIEW	10/18/19
SITE PLAN REVIEW	11/22/19
SITE PLAN REVIEW	01/02/20
SITE PLAN REVIEW	02/14/20
SITE PLAN REVIEW	05/04/20
SITE PLAN REVIEW	06/26/20
SITE PLAN APPROVAL	10/22/20
FINAL REVIEW	
SITE PLAN	06/31/21

## SECOND FLOOR PLAN



1971.16

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ISSUES	DATE
SITE PLAN REVIEW	11.20.18
SITE PLAN REMISION	01.02.19
SITE PLAN REVIEW	02.20.19
SITE PLAN REVIEW	03.13.18
SITE PLAN REVIEW	10.18.18
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
SITE PLAN REVIEW	06.14.21

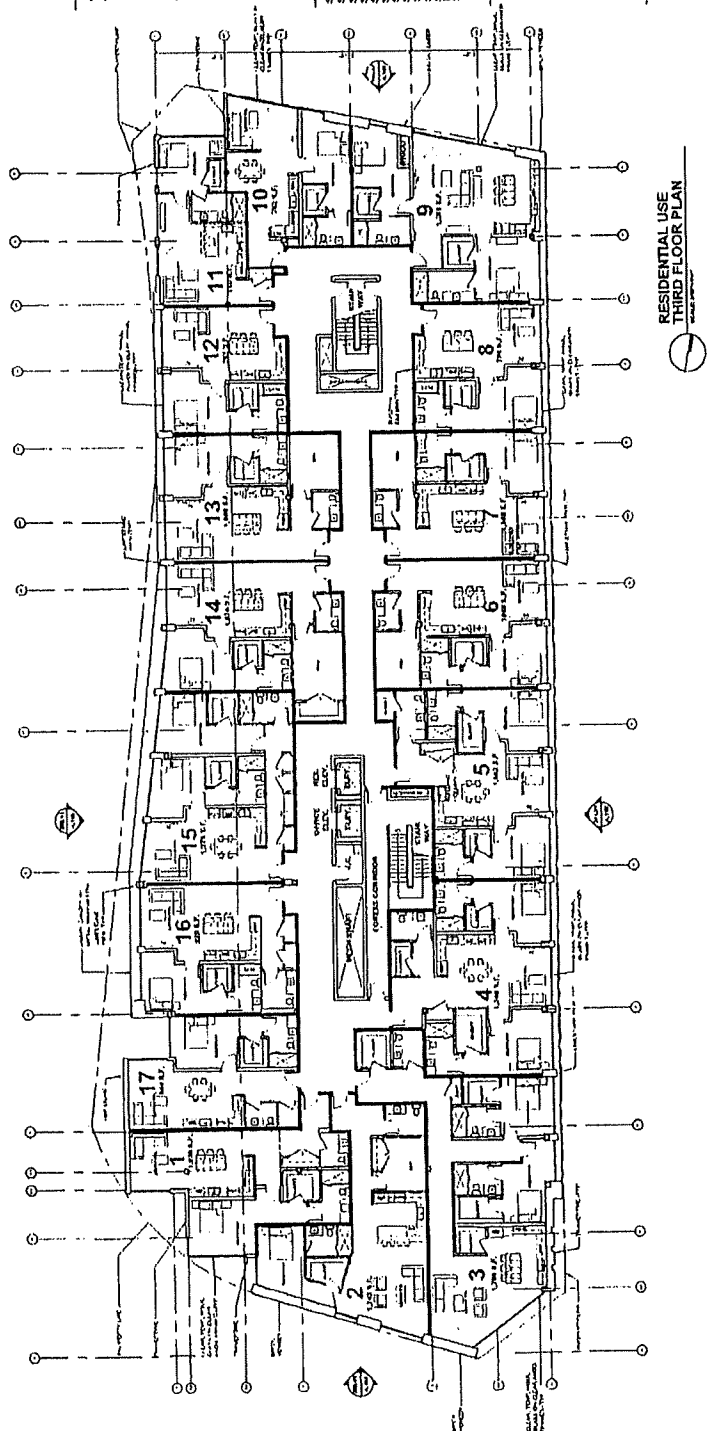
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FLOOR PLAN

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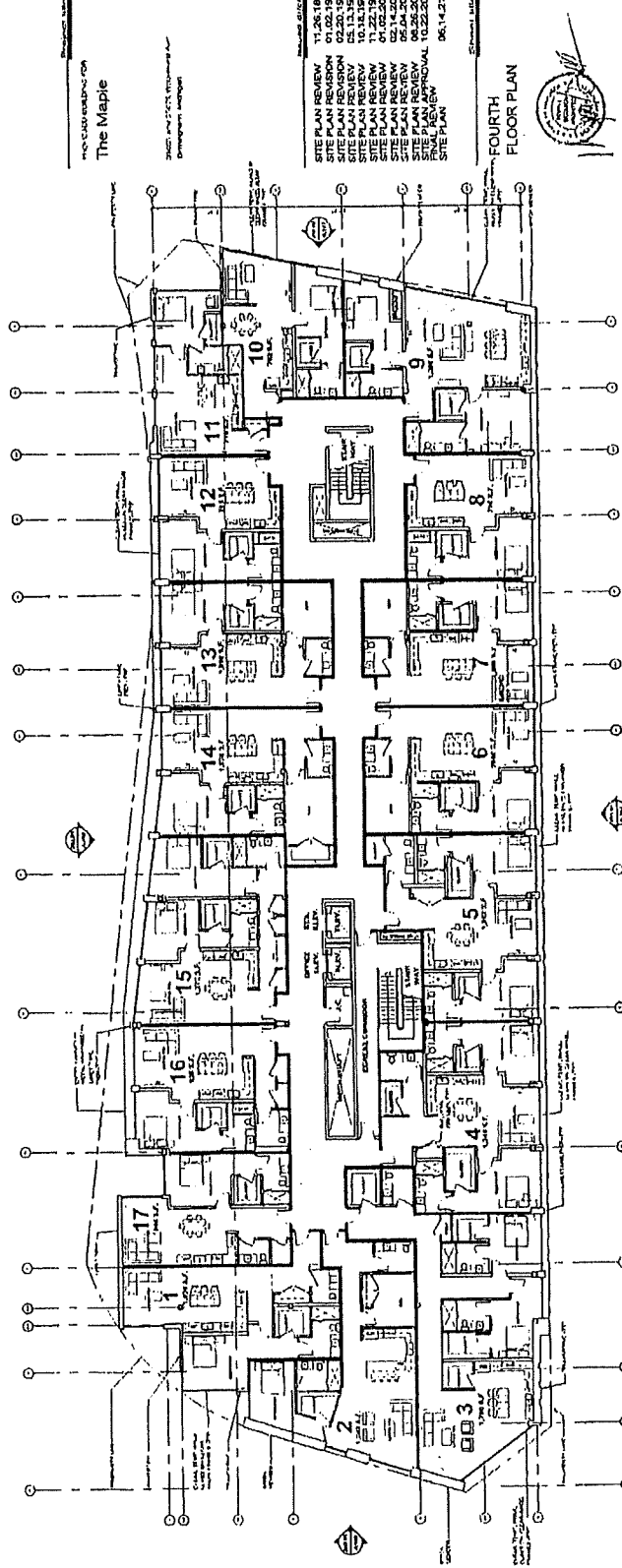
1971-16

SECRET

A-103

RESIDENTIAL USE  
THIRD FLOOR PLAN





1971.16

RESIDENTIAL USE  
 FOURTH FLOOR PLAN



A.104

THE MAPLE

2000 14th St NW  
 Washington, DC 20004

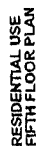
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 SITE PLAN REVIEW 02.20.19  
 SITE PLAN REVIEW 10.14.19  
 SITE PLAN REVIEW 11.22.19  
 SITE PLAN REVIEW 02.02.20  
 SITE PLAN REVIEW 02.04.20  
 SITE PLAN REVIEW 02.22.20  
 FINAL REVIEW 06.14.21

FOURTH FLOOR PLAN



2011-12-15

601369



2007 and 2007's proposed and  
amended, amended

SITE PLAN REVIEW: 02.28.19  
SITE PLAN REVIEW: 06.13.19  
SITE PLAN REVIEW: 11.22.19  
SITE PLAN REVIEW: 02.14.20  
SITE PLAN REVIEW: 06.04.20  
SITE PLAN REVIEW: 10.22.20  
SITE PLAN REVIEW: 06.14.21

Roofed, Units

ROOF PLAN

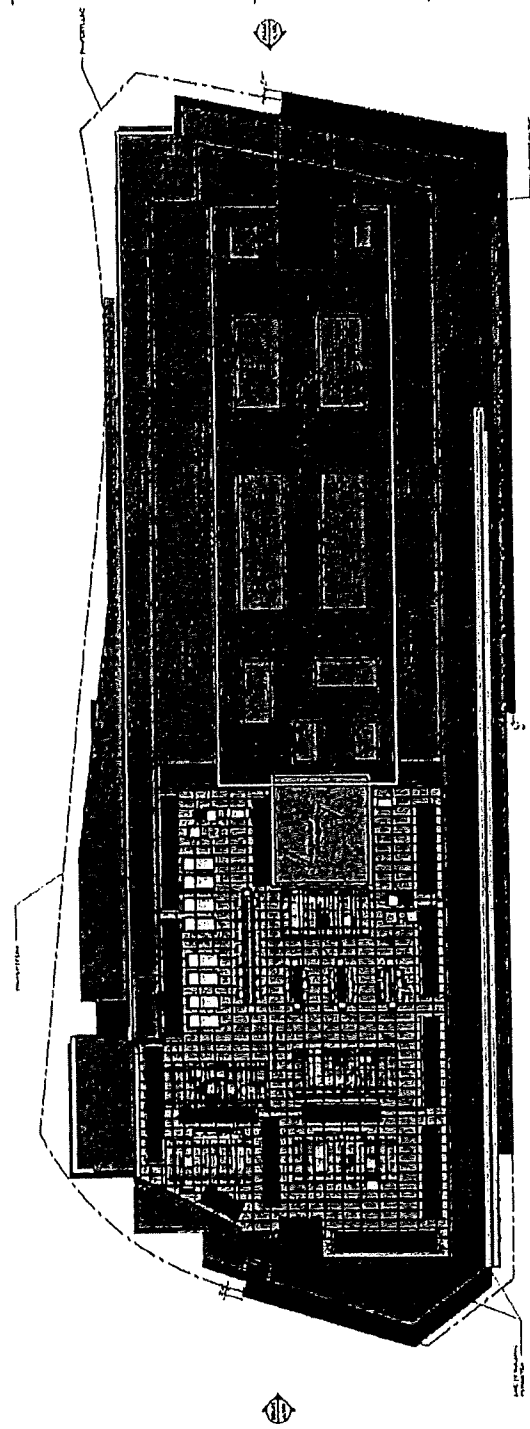


1971.16

A.106



ROOF PLAN







biddison  
architecture + design

11/10/10

Project Name  
The Maple

1000 West 20th Street and  
Barnhart Avenue

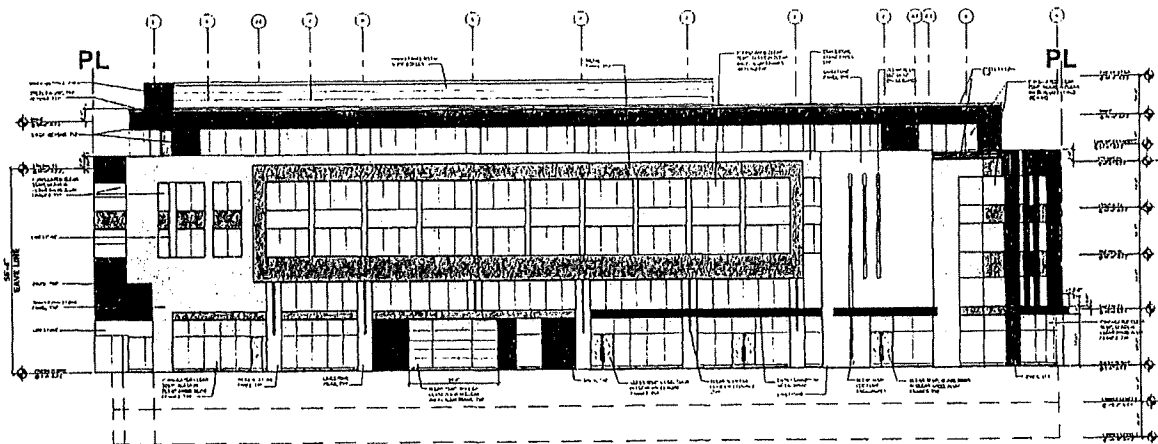
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SITE PLAN REVIEW 11.25.10  
SITE PLAN REVIEW 05.13.10  
SITE PLAN REVIEW 11.22.10  
SITE PLAN REVIEW 01.02.10  
SITE PLAN REVIEW 02.14.10  
SITE PLAN APPROVAL 10.22.10  
FINAL REVIEW 05.14.11

11/10/10  
ELEVATIONS



1971.16

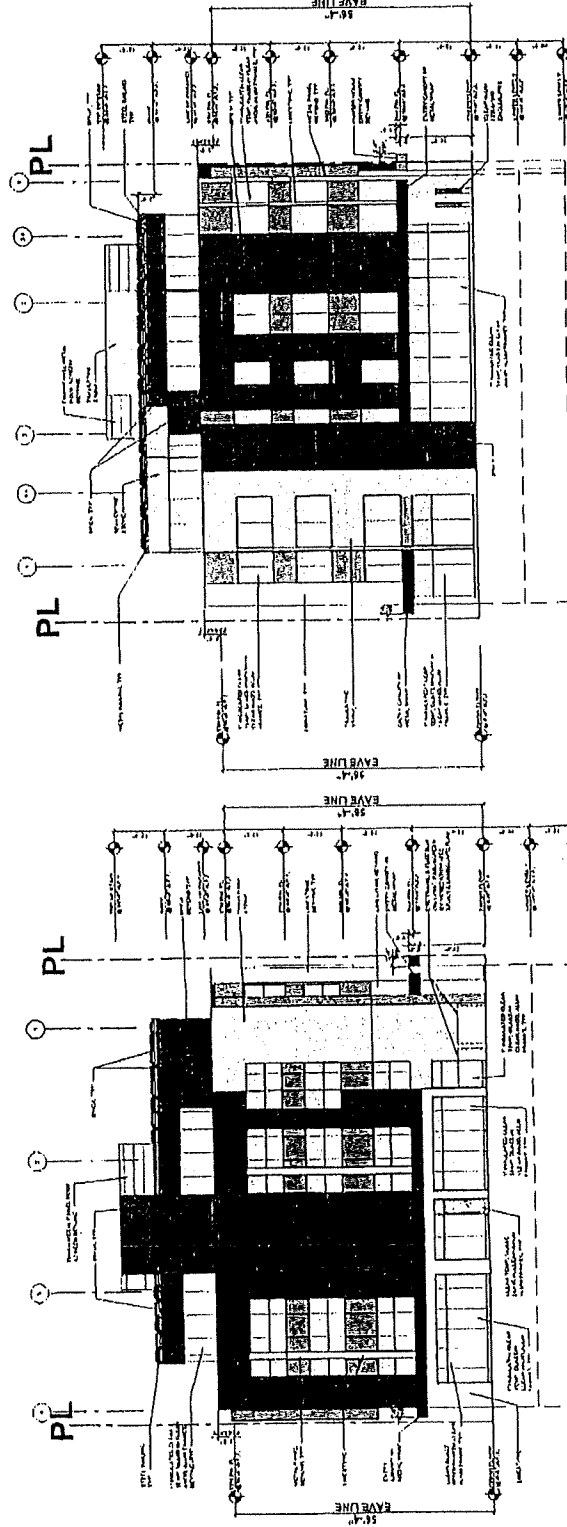
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A.202



EXTERIOR WALLS	DOOR	WINDOW
100' x 120'	10'	12'
100' x 120'	10'	12'
100' x 120'	10'	12'

EXTERIOR WALLS	DOOR	WINDOW
100' x 120'	10'	12'
100' x 120'	10'	12'
100' x 120'	10'	12'

WEST ELEVATION



**SOUTH ELEVATION**

DATE	BY	CHKD	APPD
11/26/19	MB	MB	MB
02/14/20	MB	MB	MB
06/04/20	MB	MB	MB
10/22/20	MB	MB	MB

DATE	BY	CHKD	APPD
11/26/19	MB	MB	MB
02/14/20	MB	MB	MB
06/04/20	MB	MB	MB
10/22/20	MB	MB	MB

**NORTH ELEVATION**

DATE	BY	CHKD	APPD
11/26/19	MB	MB	MB
02/14/20	MB	MB	MB
06/04/20	MB	MB	MB
10/22/20	MB	MB	MB

DATE	BY	CHKD	APPD
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02/14/20	MB	MB	MB
06/04/20	MB	MB	MB
10/22/20	MB	MB	MB

PROJECT LOCATION  
The Maple

DATE AND TIME OF MEETING  
11/26/19 10:00 AM

MEETING AGENDA  
SITE PLAN REVIEW 11/26/19  
SITE PLAN REVIEW 05/13/19  
SITE PLAN REVIEW 01/22/20  
SITE PLAN REVIEW 02/14/20  
SITE PLAN REVIEW 06/04/20  
SITE PLAN APPROVAL 10/22/20  
SITE PLAN 06/14/21

ELEVATIONS



PROJECT NO.  
1971.16

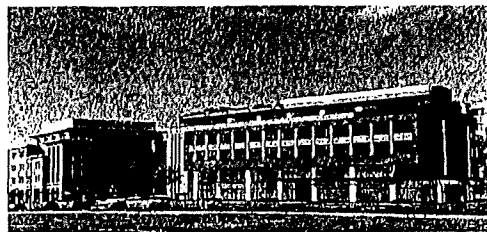
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A.203

biddison |  
 architecture - design  
 1100 W. 1st St.  
 Portland, OR 97204  
 503.228.1100

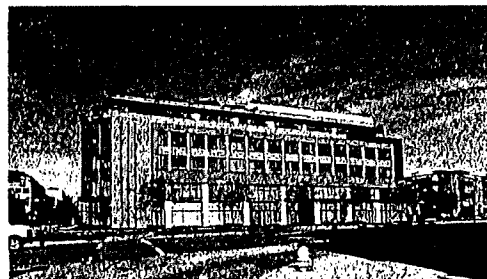
Corner 8th and  
 Broadway



SOUTHEAST PERSPECTIVE IMAGE



NORTHEAST PERSPECTIVE IMAGE



EAST PERSPECTIVE IMAGE



SOUTHWEST PERSPECTIVE IMAGE

PROJECT LOCATION  
 The Maple

1100 W. 1st St. and Broadway Ave.  
 Downtown Portland, Oregon

REVISIONS  
 SITE PLAN REVIEW 01.28.18  
 SITE PLAN REVIEW 04.18.19  
 SITE PLAN REVIEW 11.28.19  
 SITE PLAN REVIEW 01.03.20  
 SITE PLAN REVIEW 02.12.20  
 SITE PLAN REVIEW 06.24.20  
 SITE PLAN APPROVAL 10.22.20  
 SITE PLAN 06.14.21

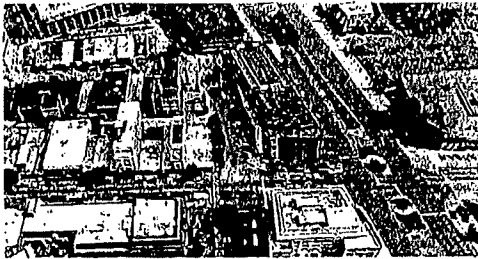
PERSPECTIVE  
 IMAGES



1971.16

Sheet  
 A.301

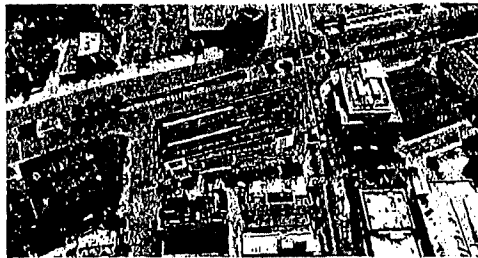
Consolidation



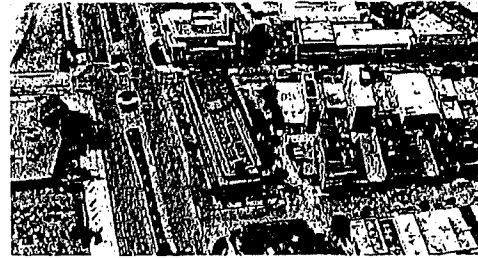
SOUTH AERIAL IMAGE



EAST AERIAL IMAGE



WEST AERIAL IMAGE



NORTH AERIAL IMAGE

Project ID#

PROPOSED BUILDING FOR  
The Maple

100' x 150' and 150' x 100' lots  
Birmingham, Alabama

11/20/2018-10/1

SITE PLAN REVIEW 11.16.18  
SITE PLAN REVIEW 06.13.19  
SITE PLAN REVIEW 11.22.19  
SITE PLAN REVIEW 01.02.20  
SITE PLAN REVIEW 03.14.20  
SITE PLAN REVIEW 06.16.20  
SITE PLAN APPROVAL 10.22.20  
SITE REVIEW 06.14.21

Sheet Title

PERSPECTIVE  
IMAGES



Project ID#

1971.18

10/20/2018

A.302



**MINUTES OF THE REGULAR  
MEETING OF THE PLANNING BOARD  
WEDNESDAY, JUNE 23, 2021**

**City Of Birmingham**  
**Regular Meeting Of The Planning Board**  
**Wednesday, June 23, 2021**  
Held Remotely Via Zoom And Telephone Access

Minutes of the regular meeting of the City of Birmingham Planning Board held on June 23, 2021.  
Chair Clein convened the meeting at 7:30 p.m.

**A. Roll Call**

**Present:** Chair Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Member Nasseem Ramin; Student Representative Daniel Murphy

All located in Birmingham, MI.

**Absent:** Alternate Board Members Jason Emerine; Student Representative Jane Wineman

**Administration:** Jana Ecker, Planning Director ("PD")  
Nick Dupuis, City Planner ("CP")  
Laura Eichenhorn, City Transcriptionist

**06-082-21**

**B. Approval Of The Minutes Of The Regular Planning Board Meeting of June 9, 2021**

**Motion by Mr. Boyle**

**Seconded by Mr. Share to approve the minutes of the Regular Planning Board Meeting of June 9, 2021 as submitted.**

**Motion carried, 7-0.**

ROLL CALL VOTE

Yeas: Boyle, Share, Koseck, Jeffares, Whipple-Boyce, Williams, Clein

Nays: None

**06-083-21**

**C. Chair's Comments**

Chair Clein welcomed everyone to the virtual meeting and reviewed the meeting's procedures.

**06-084-21**

**D. Review Of The Agenda**

Birmingham Planning Board Proceedings  
June 23, 2021

Given that the majority of the items on the published agenda were to be rescheduled, the Chair recommended the Board consider holding a study session regarding the June 21, 2021 PB-CC joint meeting at the end of the evening's agenda.

**Motion by Mr. Williams**

**Seconded by Ms. Whipple-Boyce to implement the Chair's recommendation under Miscellaneous Business and Communications, Other Business.**

**Motion carried, 7-0.**

**ROLL CALL VOTE**

Yeas: Williams, Whipple-Boyce, Clein, Boyle, Share, Koseck, Jeffares

Nays: None

**06-085-21**

**E. Special Land Use Permit Review and Final Site Plan and Design Review**

**1. 300 & 394 S. Old Woodward, and portions of 294 E. Brown** – New Construction (Capital Title & Frank's Shoe Service, portions of Coldwell Banker Weir Manual parking lot), Request for a Special Land Use Permit request to consider approval of a new four story building, including a request to operate a restaurant using an Economic Development Liquor License. (Matter to be rescheduled to July 14, 2021)

Chair Clein recused himself at 7:36 p.m. from this item due to a potential conflict stemming from a business association he had through his company.

Vice-Chair Williams assumed facilitation of the meeting at 7:36 p.m.

Ms. Ramin participated in place of Chair Clein in the discussion of, and vote on, this item.

Ms. Whipple-Boyce and Mr. Share stated they would not be present at the July 14, 2021 meeting.

Vice-Chair Williams noted that the Chair would also be absent from discussion of the item.

Since the Board has two alternates, PD Ecker recommended that the Board reschedule the item to July 14, 2021 and postpone again at that time if necessary.

**Motion by Mr. Boyle**

**Seconded by Mr. Koseck to amend the rules of procedure for the July 14, 2021 meeting to allow for the Special Land Use Permit review and Final Site plan and Design review for 300 & 394 S. Old Woodward and portions of 294 E. Brown.**

**Public Comment**

**David Bloom said he believed that additional noticing requirements on the part of the applicant may have been violated and asked if the Planning Board would investigate.**

**Vice-Chair Williams said that was outside the Board's purview and recommended Mr. Bloom raise the item with the Commission at their June 28, 2021 meeting or with City Manager Markus.**

**Motion carried, 7-0.**

ROLL CALL VOTE

Yeas: Boyle, Koseck, Jeffares, Williams, Whipple-Boyce, Ramin, Share

Nays: None

**Motion by Mr. Boyle**

**Seconded by Mr. Koseck to schedule the Special Land Use Permit review and Final Site Plan and Design review for 300 & 394 S. Old Woodward and portions of 294 E. Brown for the Board's the July 14, 2021 meeting.**

**Motion carried, 7-0.**

ROLL CALL VOTE

Yeas: Boyle, Koseck, Jeffares, Williams, Whipple-Boyce, Ramin, Share

Nays: None

**06-086-21**

**F. Final Site Plan and Design Review**

**1. 35001 Woodward (Parking lot & Hunter House),** Request for Final Site Plan and Design Review to consider approval of a new 5 story mixed use building.

Chair Clein resumed facilitation of the meeting at 7:44 p.m.

PD Ecker reviewed the item.

Mr. Williams echoed Mr. Jeffares' comment from a previous meeting that City departments need to provide comments on applications in a timely manner. He noted that this is the second time recently that the Engineering Department has failed to provide comments. He ~~exerted~~ **requested that** the City to resolve whatever issue was preventing timely comments from being offered, stated that a lack of comment is unacceptable on a continuing basis, and said that the City Manager should be made aware of the issue.

Chair Clein asked the City Transcriptionist to make sure Mr. Williams' comments were minuted.

Mr. Williams noted that changing this building to residential will result in less of a strain on parking in the area since more onsite parking will be provided, and that the plans moved the entry to the underground parking away from the traffic bottleneck of Maple and big Woodward. He said both of those were significant improvements from prior iterations of the plans for this site.



Birmingham Planning Board Proceedings  
June 23, 2021

In reply to Mr. Koseck, PD Ecker confirmed that the City would need more information to ensure that the plans for the roof comply with both building codes and zoning requirements.

Mr. Koseck said that while the materials and building were high-quality, he said did not feel that the building had sufficient verticality in its facade openings as required by the architectural standards for the overlay district.

Mr. Williams asked if more horizontality made sense in this case since floors three and four are residential, as opposed to the Greenleaf Trust building where those floors are office uses.

Mr. Koseck said that the ordinance does not specify that the requirements for verticality are dependent either on the length of a building or on the uses for different floors. He stated the requirement for verticality made sense to him and that there was a reason the overlay standards were written as they were.

Kevin Biddison, architect, spoke on behalf of the project. He stated the project would use the standard City bike racks and would meet the clear glazing standards. He said he would also provide the City with information on roof access and would work on that with the Planning Department. He explained that the light elements proposed were previously approved and used at 100 Woodward. He noted that the lighting for those is so indirect that the light cast on the ground cannot be calculated for a photometric plan.

Regarding Mr. Koseck's comments about verticality, Mr. Biddison noted that 35001 Woodward would be about double the length of the Greenleaf Trust building, inherently leading it to seem more horizontal in comparison. He listed a number of elements included in the composition intended to increase verticality. He noted that the materials used comply with the ordinance requirements, and opined that it is positive for the City to have a variety of architectural styles.

In reply to Mr. Share, Mr. Biddison confirmed that pages 68 and 69 of the plans most accurately represent what the windows would look like. He noted they would have vertical mullions and would not be wide, single panes of glass.

In reply to Mr. Boyle, Mr. Biddison said the roof would be used to provide quiet green space for residents.

Public Comment

Mr. Bloom raised concerns about the development's potential impact on parking. He said he wanted to see an homage to Hunter House Hamburgers featured in the plans in some way, and said that while he understood the building looked high-end he found it to be lacking in character.

Kelly Cobb, owner of Hunter House Hamburgers, reiterated his statement from previous meetings that this development remained in violation of his rights per the deed restrictions on the Hunter House Property. He acknowledged the City has stated the issue is a civil matter regarding the contractual obligation between himself and the developer.

Seeing no further public comment, Chair Clein returned discussion to the Board.

Birmingham Planning Board Proceedings  
June 23, 2021

Mr. Jeffares concurred with Mr. Koseck's comments, saying that he found the proposed building to be insufficiently complementary to the surrounding architecture. He said that while he agreed with Mr. Biddison's comments on the value of a variety of architectural styles, he said that these plans did not represent the kind of variety the City needed.

Mr. Koseck noted that the Daxton had a more horizontal elevation and added enough vertical elements to meet the standards of the architectural overlay. He said that the majority of the plans were superlative and that he was only recommending tweaks to the design. He agreed with Mr. Jeffares that while he supported architectural variety, this building had a noticeably horizontal bias and that the ordinance sought to promote more verticality.

Ms. Whipple-Boyce said she understood her Board colleagues' concerns but stated she liked the building. She expressed appreciation that the building was not overly ornamented. She noted that the color palette of the elevation did not accurately reflect the materials shown in the materials board. She explained that if the rendering of the elevation better matched the materials to be used the horizontal bias would be less pronounced.

Mr. Share and Chair Clein both addressed the Hunter House issue, reiterating the City's ongoing stance that the Board's actions should in no way be interpreted to reflect on the private dispute between the owner of Hunter House Hamburgers and the developer of this property.

Mr. Share said that a number of elements of the building's facade seemed to draw the eye vertically and not horizontally. He said he was untroubled by the building's design. He also noted that complementary architecture can be broadly defined in terms of scale, massing, and materials and that this building need not fully mirror the Greenleaf Trust building to be complementary to it.

Mr. Boyle said it was positive that this development had come this far and that it met many if not all of the conditions for the area. He noted this remains a significant location in southeast Michigan and said he would like to see it occupied. He said he would be in favor of moving this project forward.

Mr. Jeffares said that because this was an important site the Board could afford to take a bit longer to ensure the design was one the City was proud of.

Chair Clein noted that the City has been seeking small residential units downtown. He said he could not remember a project since he had been on the Board that had offered that, and that this one does. He said while he respected Messrs. Koseck's and Jeffares' concerns, he said he was persuaded by Ms. Whipple-Boyce's and Mr. Biddison's comments that the rendering sells the building short in terms of verticality and that the building complies with the spirit and intent of the ordinance. As a result, he continued that he would support a motion to move the item forward with no disrespect for those Board members inclined to vote otherwise.

Regarding Mr. Bloom's parking concerns, Chair Clein noted that the Commission is currently reviewing parking issues in the Parking Assessment District and stated that all concerns regarding that topic would be most appropriately addressed to the Commission.

**Motion by Mr. Boyle**

**Seconded by Mr. Williams to approve the Final Site Plan and Design for 35001 & 35075 Woodward – The Maple – with the following conditions: 1. The City Commission approves a lease agreement with the applicant to use public property; 2. The applicant lower the height of the rooftop screening to 10' or obtain a variance from the Board of Zoning Appeals; 3. The applicant correct the plans to show at least one of the loading spaces to be 12' in width, or obtain a variance from the Board of Zoning Appeals; 4. The applicant increase the height of junipers screening the transformer and fuse box to 6', and select another type of daylily; 5. The applicant correct the photometric plan and elevations for accuracy and consistency to show all proposed light fixtures and the corresponding light levels; 6. The applicant provide dimensions for the proposed utility sized brick, and further specifications on the clear glazing and obtain administrative approval for same; 7. The Planning Board approves the 2' projection for the steel canopies marked on the plans; and, 8. The applicant comply with the requests of all City Departments.**

Public Comment

David Bloom said the City could request changes to the development since the project requires a lease of City property. He also expressed concern about the legal dispute between the owner of Hunter House Hamburgers and the developer in terms of potential legal implications for the City.

**Motion carried, 5-2.**

**ROLL CALL VOTE**

Yeas: Boyle, Williams, Whipple-Boyce, Clein, Share

Nays: Koseck, Jeffares

**MEMO TO THE PLANNING BOARD  
SUBMITTED ON JUNE 18, 2021**





## MEMORANDUM

Planning Division

**DATE:** June 18, 2021

**TO:** Planning Board Members

**FROM:** Jana Ecker, Planning Director

**SUBJECT:** 35001 & 35075 Woodward – The Maple – Final Site Plan and Design Review

### I. INTRODUCTION

The subject site, 35001 & 35075 Woodward Avenue, is currently home to the Hunter House restaurant, a City owned parking lot and vacant land currently leased to the city for public parking, and has a total land area of 0.5 acres. The property is located on the west side of Woodward (southbound), and surrounded by four streets: Maple, Park, Hamilton Row, and Woodward. The applicant previously submitted a Community Impact Study and Preliminary Site Plan Review for this site in 2018. At that time, a five story building was proposed with first floor retail, a hotel use, and residential units on the top floor.

On January 9, 2019 the Planning Board voted to ACCEPT the Community Impact Study as provided by the applicant for the proposed development at 35001 & 35075 Woodward, The Maple, with the following conditions:

- 1) Applicant must provide a City-approved special event operations plan at the same time as completing the Final Site Plan Review process;
- 2) Applicant must provide mitigation strategies for control of noise vibration and dust;
- 3) Applicant will be required to bury all utilities on the site;
- 4) Applicant must distinguish an area for the separation and storage of recycling;
- 5) Applicant must conform to the streetscape design as outlined in the new E. Maple Rd. streetscape project;
- 6) Applicant provide information on all life safety issues and Fire Dept. approval, as well as details on the proposed security system provided to and approved by the Police Dept.;
- 7) Applicant must address the concerns of all City Depts.

On May 22, 2019, the Planning Board voted to APPROVE the Preliminary Site Plan for the proposed development at 35001 & 35075 Woodward, with the following conditions:

- 1) The applicant must clarify which refuse areas the two proposed retail uses are permitted to use, and the accessibility of such;

- 2) Submit specification sheets for the proposed ground mounted and rooftop mechanical units to ensure full screening;
- 3) Add the correct number of street trees to each street frontage, or obtain a waiver from the Staff Arborist;
- 4) The applicant must provide the correct number of street lights and provide regular spacing of such by Final Site Plan Review;
- 5) Submit a photometric plan and specifications on all proposed lighting;
- 5) The applicant must reduce the width of the garage entry on the west elevation or obtain a variance from the Board of Zoning Appeals;
- 6) Submit material samples, colors, and specifications as well as details on any proposed signage;
- 7) Applicant comply with the requests of all City Departments;
- 8) Applicant obtain approval of a lease agreement by the City Commission for all projections and /or encroachments on City property;
- 9) Applicant revise plan sheets as necessary to ensure all sheets are consistent and show the required property lines and clearly note all projections / encroachments across property lines; and
- 10) At Final Site Plan Review, the applicant must provide the Special Event Operations Plan for the said hotel.

However, since the Community Impact Study and Preliminary Site Plan were approved by the Planning Board in 2019, the applicant made significant changes. Instead of a hotel, the applicant revised the plans to construct a five-story mixed use building containing retail, office, residential and parking uses. The building will provide two levels of underground off-street parking, first floor retail, commercial and parking, second floor office use, with the third to fifth floors containing 42 residential units. Parking for the residential units, and parking for a portion of the retail and office areas will be provided below grade in the two level underground parking garage. A small additional parking area is provided on the first level. However, as the building is located within the Parking Assessment District, no on-site parking is required for retail, commercial or office uses.

On January 22, 2020, the Planning Board reviewed the Revised Community Impact Study and the Revised Preliminary Site Plan to include a five story mixed use building with retail, office and residential uses, along with underground parking. At that time, the Planning Board accepted the applicant's Revised Community Impact Study with the following conditions:

- 1) Provide copies of Phase I and II Environmental Assessments;
- 2) Applicant must provide mitigation strategies for control of noise vibration and dust during construction;
- 3) Applicant will be required to bury all utilities on the site;
- 4) Applicant must distinguish an area for the separation and storage of recycling;
- 5) Applicant must conform to the streetscape design as outlined in the new E. Maple streetscape project; and,
- 6) Applicant provide information on all life safety issues and Fire Dept. approval, as well as details on the proposed security system provided to and approved by the Police Department.

On January 22, 2020 after moving to accept the Community Impact Statement, the Planning Board reviewed the Revised Preliminary Site Plan. Numerous concerns were raised by the Planning Board, particularly with regards to the at grade parking area accessible from Hamilton:

- If one were to enter the garage in their vehicle and discover that the cluster of three parking spaces allotted to Hunter House were full, one would have to either reverse onto Hamilton or execute a multi-point turn to exit back onto the street;
- It is the Board's purview to make sure all elements of the plans are functional and adhere to ordinance, and it does not appear that the three space parking area off of Hamilton meets these requirements;
- The Board should not approve parking off of Hamilton because it is not required by ordinance and creates an unsafe situation; and
- The site plan is deficient under Article 7, section 7.27 of the Zoning Ordinance regarding the three space parking area off of Hamilton and the parking designated for the public off of Park Street.

The consensus of the Planning Board was that the surface parking lot with the entrance on Hamilton should be removed and increased retail space provided. The Board voted to postpone the matter to a Special Meeting of the Planning Board on February 27, 2020 to allow the issue of the surface parking lot to be addressed.

The applicant requested postponement of the matter indefinitely on February 27, 2020 to allow additional time to meet with the owner of the Hunter House to discuss the surface parking lot and Hunter House layout issues.

The applicant brought the Preliminary Site Plan back to the Planning Board for further consideration on April 22, 2020 with revised plans showing the removal of the first floor parking previously proposed. After much discussion, the Planning Board voted unanimously to approve the Revised Preliminary Site Plan for 35001 & 35075 Woodward with the following conditions;

- 1) Submit specification sheets on all of the proposed rooftop units and material/dimensional information on the screen wall to ensure full screening;
- 2) Revise the streetscape plans to meet all City requirements with regards to street lighting, furnishings and sidewalks;
- 3) Submit plans showing three usable off-street loading spaces measuring 40 x 12 x 14, or obtain a variance from the Board of Zoning Appeals;
- 4) Submit a photometric plan and specifications on all proposed lighting and materials, along with material samples at Final Site Plan and Design.
- 5) Work with the City to negotiate a lease for the use of City property below, at and above grade;
- 6) The Planning Board approves of the 2' projection into the right-of-way for the entry canopy at the corner of Maple and Woodward;
- 7) Comply with the requests of all City Departments; and,

- 8) In all cases, delete the term 'Hunter House' from drawings and any text.

On May 13, 2020, out of an abundance of caution, City staff brought the Preliminary Site Plan back to the Planning Board, and re-noticed it after discovering that the first floor plan displayed at the April Zoom meeting was an older version. Although the correct version was published in the agenda packet and discussed at the April meeting, the matter was reintroduced and the correct first floor plan was displaying over Zoom. The Planning Board voted unanimously on a motion to amend the motion made on April 22, 2020, to approve the Preliminary Site Plan for 35001 and 35075 Woodward by affirming conditions 1 through 8 and adding condition 9 to the approved motion as follows:

- 9) Approved plans include the first floor plan on sheet A101, with the revision date 4-3-20, subject to replacement of the terms "Hunter House" and "HH" throughout the report and the plans with a more generic designation of the planned use of the space.

Although the Planning Board approved the Revised Preliminary Site Plan in May with first floor retail use, second floor office use and residential use on the upper floors, the applicant submitted another Revised Preliminary Site Plan with an altered first floor plan that included the addition of 12 at grade parking spaces, the addition of two new vehicular entries (one on Hamilton and one on Woodward), and eliminated two previously approved retail spaces. Office use was still proposed on the second floor, and residential use was proposed on the upper floors. The applicant proposed the revised first floor layout in an effort to accommodate Hunter House's stated need for surface parking adjacent to the restaurant space. On September 23, 2020, the Planning Board considered the applicant's Revised Preliminary Site Plan and voted 6-1 to deny the request.

At this time, the applicant continues to propose a 5 story mixed use building, and has once again removed the previously discussed surface parking lot, and added in more retail space. In addition, the current proposal has reduced the office space on the second floor, and added residential units to the second floor as well.

## **1.0 Land Use and Zoning**

- 1.1 Existing Land Use – The site is currently used as commercial and parking, and contains the Hunter House restaurant (and its associated parking) and a gravel parking lot. A portion of the parking currently used by Hunter House on the NW corner of the site is owned by the City of Birmingham.
- 1.2 Zoning – The property is zoned B-4 Business-Residential, and D-4 in the Downtown Overlay District. The proposed residential, retail and commercial uses, and their surrounding uses, appear to conform to the permitted uses of the zoning district, including the off street parking facility in the form of two levels of parking decks below the development.



1.3 Summary of Adjacent Land Use and Zoning - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site, including the 2016 Regulating Plan.

	North	South	East	West
<b>Existing Land Use</b>	Commercial/ Office	Mixed Use	Commercial	Commercial/ Office
<b>Existing Zoning District</b>	B-4, Business - Residential	B-4, Business - Residential	B-2, General Business	B-4, Business - Residential
<b>Downtown Overlay Zoning District</b>	D-4	D-4	D-2	D-4

## 2.0 Setback and Height Requirements

The attached summary analysis provides the required and proposed bulk, area, and placement regulations for the proposed project. The applicant has resolved a majority of the previous zoning issues in regards to units meeting minimum floor area required, removing parking within 20 ft. of frontage line, and has now submitted a rooftop plan showing proposed RTU's and screening. **However, there are two outstanding issues to resolve. The rooftop screening proposed exceeds the maximum 10', and thus must be lowered to 10' in height or a variance must be obtained from the Board of Zoning Appeals.** In addition, the two loading spaces proposed (only one is now required) are 40' by 10' by 14', although they are required to be 40' by 12' by 14'. **Thus, the applicant must correct the plans to show at least one of the loading spaces to be 12' in width, or obtain a variance from the Board of Zoning Appeals.**

## 3.0 Screening and Landscaping

3.1 Dumpster Screening – The applicant is proposing to store all refuse inside the building envelope in two separate areas:

- Refuse Area 1: The commercial and residential uses will utilize a refuse area located just inside on both sides of the entryway for the underground parking facilities on the west side of the building on Park. The five dumpsters for trash and recycling shown in this area are screened by solid walls. However, it should be noted that there are several large windows in the general area.
- Refuse Area 2: The Hunter House restaurant will utilize a separate refuse area, which is located in their parking and loading area at

grade on the northern portion of the site, underneath the building. This refuse area contains 3 dumpsters and is located within the building envelope and enclosed on all sides.

- 3.2 Parking Lot Screening – The applicant is proposing two levels of underground parking containing 82 parking spaces. The two underground levels will be fully screened within the building envelope. The vehicular access opening to the lower level parking is 25' in width or less as required, and is enclosed by a glass overhead door.
- 3.3 Mechanical Equipment Screening – The applicant has submitted a rooftop plan for the proposed development showing the location of all proposed rooftop units (RTU) and the proposed screening. The screening proposed is 10.6' in height. **In accordance with Article 4, Section 4.54 (C)(8)(c)(ii), rooftop screening may not exceed 10' in height and thus the applicant will be required to reduce the screening to 10' or obtain a variance from the Board of Zoning Appeals.** The applicant has provided a roof plan showing all RTUs and has now provided dimensions and specifications on the RTUs proposed. They are just under 7' in height, and will be fully screened by the required 10' height of the screen walls.

The site plans also show two ground mounted mechanical units at the northwest corner of the property that are proposed to be screened with landscaping elements: Twenty-two, 5 ft. tall Grey Gleam Junipers and four, 6 ft. tall Emerald Green Arborvitae. The proposed transformer and fuse box are shown at 6' in height. Thus, the Arborvitae proposed to screen the units to the west are of sufficient height. **However, the 5' high Junipers proposed to screen the units to the north must be increased in height to 6' to provide full screening, or the applicant must obtain a variance from the Board of Zoning Appeals.**

- 3.4 Landscaping – The Downtown Overlay District requires that one street tree be provided for every 40' of street frontage. This development is required to have 6 trees along Woodward, 6 trees along Park, 2 trees along Maple, and 2 trees along Hamilton Row for a total of 16 trees. The applicant has proposed 7 Bowhall Red Maples along Maple and Hamilton, 5 American Sentry Lindens on Park Street, and 5 Skyline Honeylocust trees along Woodward, for a total of 17 street trees now proposed.

The applicant is also proposing several planting areas around the building that contain shrubs and perennials that are not on the City's list of prohibited species. Plantings include Winter Gem Boxwoods, Dwarf Slender Deutzals, the Junipers and Arborvitae noted above, Everlow Yews, Karl Foerster Feather Reed Grass, Stella D'Oro Daylilies and Creeping Lilyturf. **The Planning Board may wish to consider the use of an alternative variety of Daylily as Stella D'Oro Daylilies**

**have been overused throughout the City.**

- 3.5 Streetscape Elements – The applicant will be expected to design the streetscape with reference to the E. Maple streetscape project. The applicant is proposing three 5' by 12' raised tree wells along E. Maple to match the proposed streetscape, as well as 2 City standard street lights along E. Maple. A 5' wide pedestrian walkway is also provided as required. Additional landscape beds are also proposed in recessed areas along the southern elevation of the building. Along Woodward, the applicant is not proposing any pedestrian scale street lights, but is proposing 2 City standard benches. Along Park Street, 5 pedestrian scale lights are proposed, along with 1 bench and 1 trash can. The plans show what appear to be 2 bike racks, one near the southwest corner of the site and one at the northeast corner of the site. **However, these markings are not labelled, so the applicant must clarify. Specifications on the bike racks have been provided, but the racks provided are not the City approved standard bike rack design for downtown. In addition, the Planning Board may wish to consider the spacing of street lighting along Park as the lights are spaced more than 40' apart as required.**

#### **4.0 Parking, Loading and Circulation**

- 4.1 Parking – The proposed development and its commercial and residential uses are located in the Downtown Parking Assessment District; thus no parking is required on site for the retail or office uses. The second through fifth floor residential units, however, require parking on-site. The proposed floor plans show a total of 53 units, 32 of which have 3 or more rooms, while the remaining 21 have 2 or less rooms.

1.5 spaces x 32 units = 48

1.25 spaces x 21 units = 26

**Required Parking = 74 spaces**

The applicant is proposing 2 levels of underground parking with 82 spaces on site which exceeds the parking requirement. Based on the comments of the Planning Board in January 2020, the applicant has now removed the surface parking lot with Hamilton access. All parking spaces meet the minimum size requirement of 180 square feet. The proposed parking areas show two handicap accessible spaces on both levels of the underground parking.

- 4.2 Loading – In accordance with Article 4, section 4.24 C (2) of the Zoning Ordinance, developments with less than 10,000 sq.ft. of office space do not require a loading space, and developments with 5,001 to 20,000 sq.ft. of commercial space require 1 usable off-street loading space measuring 40' x 12' x 14'. **The applicant is proposing 2 loading spaces within the building envelope, however the spaces**

**proposed are 40' by 10' by 14', and thus at least one must be increased to 12' in width or the applicant will be required to obtain a variance from the Board of Zoning Appeals.** There appears to be sufficient room available in the loading area to meet the 12' width requirement.

- 4.3 Vehicular Circulation and Access – Entry and exit from the underground parking garage is proposed to be accessed via a garage door on the west side of the building, along Park Street. As this former surface parking lot has now been removed, the vehicular opening on Hamilton has been removed. The former surface parking area has now become additional first floor retail space.
- 4.4 Pedestrian Circulation and Access –The applicant is proposing pedestrian entrances at twelve locations around the building. Five of the entrances are proposed on the west side of the building along Park, serving two retail spaces, an office lobby and a residential lobby. Six others are proposed along Woodward to serve Hunter House and another retail space, and two to serve the loading area and as egress to the residential and office entries. Lastly, on Hamilton Row there is one pedestrian access out of the stairwell.

The applicant is also proposing to complete the sidewalk along Woodward, making the sidewalk accessible on all four sides of the building.

## **5.0 Lighting**

The applicant has now submitted a photometric plan, and an illustration showing the proposed LED light fin fixtures to be mounted on the building. The fixtures proposed are 68.6 watt V4601 mod GX4 luminaires and are proposed to be mounted at a height of 10.5' above grade. The fixtures do not appear to be cut-off fixtures as required. **In addition, the photometric plan lists only 9 such fixtures on the north, south and west elevations of the building. The building elevations show 23 light fin fixtures on all sides of the building. The applicant must clarify how many of these fixtures on proposed.**

The photometric plan submitted does demonstrate that the maximum light intensity levels at the property line, or at 5 ft. beyond the property line have not been exceeded as permitted for zero-lot-line buildings. **However, given the discrepancy with regards to the number of fixtures shown on the photometric vs. the building elevations, the applicant must verify the accuracy of the light levels shown on the photometric plan.**

Article 4, Section 4.21 (D)(1) requires all luminaries to be full cutoff or cutoff, as defined in Section 9.02, and positioned in a manner that does not unreasonably invade abutting or adjacent properties. 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.

**At this time, the proposed light fin fixtures do not appear to be full cutoff as defined in Section 9.02. The Planning Board should discuss the proposed lighting, and determine whether an exception may be made under Article 4, section 4.21 of the Zoning Ordinance.**

## **6.0 Departmental Reports**

6.1 Engineering Division – The Engineering Department will provide comments prior to the meeting on June 23, 2021.

6.2 Department of Public Services – The DPS will provide comments before the meeting on June 23, 2021.

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

1. Follow all requirements of the International Fire Code '15 ed. Section 508 for the fire command center (documented on page A.101) to its entirety.
2. Page A.101 shows outward swing of a door to the south stair. Ensure all egress doors swing in the path of egress.
3. Roof access shall be a complete staircase with door to the roof (not a roof hatch).
4. Full suppression and fire detection systems installed.
5. Emergency first responder radio amplification system may be required. This shall be determined after majority of construction is complete.
6. Knox box.

7. Install standpipe with 2 ½ inch discharge (Detroit Thread Count) on each floor during construction after main framing is complete (prior to sprinkler system) as required by code.
8. Roof top fire suppression, (stand pipes, dry system installation over patio features).
9. Fire pump required.
10. Fire suppression riser room separate from fire command center.
11. FDC to be within 100 feet of a fire hydrant.
12. Audio/ visual alarm notification devices on balconies exterior of building.
13. Whole building electric shut off device for emergency shut off of power minus life safety systems (fire pump, elevators etc.) installed on exterior of building by Fire Department. Submit electrical plans. An example of this device would be the Knox Box Rapid Access: 4500 shutdown station.
14. Submit all life safety system plans to AHJ for review.

6.4 Police Department – The Police Department has no concerns at this time.

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

1. Persons on the occupied roof will need access to the both exit stairs in accordance with Section 1006.3 of the building code.
2. The two exits from the office space on the second floor will need to be separated a part as required by Section 1007 of the building code.

## **7.0 Design Review**

The proposed five story mixed use building is proposed to be constructed using the following materials:

- Onyx Ironspot utility size brick for portions of each elevation;
- Walnut Travertine Straight/Brushed Finish stone on accent portions of each elevation;
- Grey Limestone accents on vertical building elements on all elevations;
- Reynobond Duragloss 5000 Zinc Patina painted aluminum panels on accent portions of each elevation;
- Black painted aluminum canopies on all elevations; and
- Clear insulated glass for all windows with clear anodized aluminum.

**The Planning Board may wish to request additional sizing information on the proposed utility sized brick, and the applicant will be required to provide further specifications on the clear glazing to ensure that the required VLT levels are met.** As per Article 3.04(E) of the Zoning Ordinance, no less than 70% of the storefront/ground floor façade between 1 and 8 feet above grade shall be clear glass panels and doorways, and no more than 35% of the upper levels shall be glazed area. The applicant has submitted the following glazing calculations for the proposed development:

The applicant has submitted glazing calculations for the proposed development, which are as follows:

<b>ELEVATION</b>	<b>MATERIAL AREA (SQ. FT.)</b>	
	<b>SOLID</b>	<b>GLASS</b>
<b>EAST (1' – 8')</b>	565	1,325
% OF TOTAL	29.9%	70.1%
REQUIRED %	30% MAX	70% MIN
<b>EAST (UPPER)</b>	10,672	5,588
% OF TOTAL	65.6%	34.4%
REQUIRED %	65% MIN	35% MAX
<b>WEST (1' – 8')</b>	525	1,318
% OF TOTAL	29.6%	70.4%
REQUIRED %	30% MAX	70% MIN
<b>WEST (UPPER)</b>	10,629	5,418
% OF TOTAL	66.3%	33.7%
REQUIRED %	65% MIN	35% MAX
<b>SOUTH (1' – 8')</b>	190	468
% OF TOTAL	28.9%	71.1%
REQUIRED %	30% MAX	70% MIN
<b>SOUTH (UPPER)</b>	3,464	1,864
% OF TOTAL	65%	35%
REQUIRED %	65% MIN	35% MAX
<b>NORTH (1' – 8')</b>	193	465
% OF TOTAL	29.4%	70.6%
REQUIRED %	30% MAX	70% MIN
<b>NORTH (UPPER)</b>	3,600	1,600
% OF TOTAL	69.4%	30.6%
REQUIRED %	65% MIN	35% MAX

All glazing requirements have now been met.

The elevation drawings do not show any signage proposed for the office, retail or residential uses at this time. The applicant may wish to consider speaking with staff regarding signage as it appears as though the logical location for signage would be on the canopies. However, the size of the canopies proposed are too large to be considered canopy signs.

As discussed at previous hearings regarding this development, the proposed building extends onto City property. The building itself is proposed below, on and over the City parcel at the northwest corner of this block. **The applicant will be required to enter into a lease agreement with the City for the use of this property.** In addition, the proposed underground parking levels also extend past the northern, southern and western property lines. **The City Engineer has determined that a successful lease agreement between the owner and the City will be required to be prepared before issuance of a building permit for the use of City property in the underground parking deck.** Over the past several months, the applicant has been working with the City to negotiate terms to allow the development to occupy City property below, at and above grade under a lease agreement. The City Commission will be required to approve any such lease agreement.

Finally, metal entry canopies at the southeast corner of the building wrap around both the Maple and Woodward elevations, and project 2' into the City's right-of-way. In accordance with the recent changes to the projection standards, **the Planning Board is authorized to approve up to a 2' projection as part of the Final Site Plan Review process. The Planning Board should specifically grant this approval if desired.**

As mentioned in the CIS, the proposed development is also located at a Terminating Vista as described in the 2016 Plan, which 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 proposed building consists of several high quality materials such as brick, Travertine Stone and limestone, and provides several distinct architectural features that are appropriate for its location as a terminating vista.

## **8.0 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 and not diminish the value thereof.



- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

## 9.0 Recommendation

Based on a review of the site plan revisions submitted, the Planning Division recommends that the Planning Board **APPROVE** the Final Site Plan and Design for 35001 & 35075 Woodward – The Maple – with the following conditions:

1. The City Commission approves a lease agreement with the applicant to use public property;
2. The applicant lower the height of the rooftop screening to 10' obtain a variance from the Board of Zoning Appeals;
3. The applicant correct the plans to show at least one of the loading spaces to be 12' in width, or obtain a variance from the Board of Zoning Appeals;
4. The applicant increase the height of Junipers screening the transformer and fuse box to 6', and select another type of Daylilly;
5. The applicant correct the photometric plan and elevations for accuracy and consistency to show all proposed light fixtures and the corresponding light levels;
6. The applicant provide dimensions for the proposed utility sized brick, and further specifications on the clear glazing and obtain administrative approval for same;
7. The Planning Board approves of the use of light fin fixtures that are not cut-off in nature in accordance with Article 4, section 4.21 of the Zoning Ordinance;
8. The Planning Board approves the 2' projection for the steel canopies marked on the plans; and
9. The applicant comply with the requests of all City Departments.

## 10.0 Sample Motion Language

Motion to **APPROVE** the Final Site Plan and Design for 35001 & 35075 Woodward – The Maple – with the following conditions:

1. The City Commission approves a lease agreement with the applicant to use public property;
2. The applicant lower the height of the rooftop screening to 10' obtain a

- variance from the Board of Zoning Appeals;
3. The applicant correct the plans to show at least one of the loading spaces to be 12' in width, or obtain a variance from the Board of Zoning Appeals;
  4. The applicant increase the height of Junipers screening the transformer and fuse box to 6', and select another type of Daylilly;
  5. The applicant correct the photometric plan and elevations for accuracy and consistency to show all proposed light fixtures and the corresponding light levels;
  6. The applicant provide dimensions for the proposed utility sized brick, and further specifications on the clear glazing and obtain administrative approval for same;
  7. The Planning Board approves of the use of light fin fixtures that are not cut-off in nature in accordance with Article 4, section 4.21 of the Zoning Ordinance;
  8. The Planning Board approves the 2' projection for the steel canopies marked on the plans; and
  9. The applicant comply with the requests of all City Departments.

**OR**

Motion to **POSTPONE** the Final Site Plan and Design for 35001 & 35075 Woodward – The Maple – pending resolution of the following items:

1. The City Commission approves a lease agreement with the applicant to use public property;
2. The applicant lower the height of the rooftop screening to 10' obtain a variance from the Board of Zoning Appeals;
3. The applicant correct the plans to show at least one of the loading spaces to be 12' in width, or obtain a variance from the Board of Zoning Appeals;
4. The applicant increase the height of Junipers screening the transformer and fuse box to 6', and select another type of Daylilly;
5. The applicant correct the photometric plan and elevations for accuracy and consistency to show all proposed light fixtures and the corresponding light levels;
6. The applicant provide dimensions for the proposed utility sized brick, and further specifications on the clear glazing and obtain administrative approval for same;
7. The Planning Board approves of the use of light fin fixtures that are not cut-off in nature in accordance with Article 4, section 4.21 of the Zoning Ordinance;
8. The Planning Board approves the 2' projection for the steel canopies marked on the plans; and
9. The applicant comply with the requests of all City Departments.

**OR**

Motion to **DENY** the Final Site Plan and Design for 35001 & 35075 Woodward –  
The Maple – for the following reasons:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Planning Board Minutes  
January 9, 2019**

**F. COMMUNITY IMPACT STUDY ("CIS") AND PRELIMINARY SITE  
PLAN REVIEW**

**1. 35001 Woodward Ave. (Hunter House and vacant parking lot)  
Request for approval of new five-story mixed use building with  
hotel, retail and residential uses (postponed from December 12, 2018)**

The Chairman explained the CIS is an opportunity for the developer to provide answers to questions that help the Planning Board to understand how the proposed development might impact the community. That is something the board would either accept, decline, or postpone. The Preliminary Site Plan is a separate approval. It is the first step that is needed for the applicant to move forward with the project.

Ms. Ecker clarified that the subject site has a total land area of 0.5 acres which is made up of three parcels, 35001 Woodward Ave., 35075 Woodward Ave. and a surface parking lot that is owned by the City. The sites along Woodward Ave. are owned by Select Commercial Assets Hospitality, LLC. The owner of that property is Dr. Guyare, who is the applicant tonight and who has the right to seek approval for development on the property containing both sites. As part of his request he is asking that the City consider allowing him to develop a piece of City property.

Whenever someone is seeking to use City property they also need to enter into a Lease Agreement with the City. The applicant is proposing to continue to use the City parcel that currently is rented out for parking. They are also looking to lease some property in the right-of-way from the City.

*CIS*

Ms. Ecker recalled from the December meeting that main thing that was outstanding was with regard to the traffic study. The City's Traffic Consultant, F&V, had not had a chance to fully review all of the traffic information. At this time the City has a letter dated January 4 from F&V indicating they would recommend that the Planning Board accept the Traffic Study with the condition that a detailed special event operations plan be completed prior to obtaining a Certificate of Occupancy for the building. That would ensure that the hotel will have enough valets and enough time to take the cars over to a parking structure so that they don't queue up too far on Park St. and spill onto Maple Rd. If they do that it causes congestion moving onto Woodward Ave.

In response to Mr. Boyle, Ms. Ecker advised that F&V would review and approve the special event operations plan and then it would be brought back to the Planning Board as an addendum to the CIS as an offshoot of the Traffic Impact Study. The valet stand also has to be approved through the City. Any use of City parking spaces needs to be reviewed and approved by the City Commission.



Mr. Koseck inquired whether the Traffic Consultant is confident that there is a valet plan that would work. It seems to him the two parking structures that would likely serve this development are often tapped out.

Ms. Kroll answered that was one of her concerns. The Peabody and Park St. garages have been at capacity during the middle of the day. So if there was a banquet that occurred during the middle of the day there would probably be some issues. In that case she would want the hotel to outline where they propose to park their vehicles if the garages are full. For an evening event the two garages have plenty of capacity. In addition, the amount of time it takes for a valet to park a car needs to be documented in the special event plan. If they are not able to meet the plan then there is a code enforcement issue. There are only three queue spaces, so during a special event the hotel may want to ~~bag~~ **rent** the spaces on the north end of Park for queuing of vehicles.

Responding to Mr. Williams, Ms. Ecker established that the traffic signal currently located at Park / Maple Rd. / Peabody will stay but there will be changes made to the signal timing along with a signal for pedestrians as they cross Park. Maple Rd. traffic west of Peabody / Park is being reduced to a single lane.

It was discussed and Ms. Ecker affirmed that any contractual issues that the operator of the Hunter House and the owner of the land may have between themselves is a private civil matter and is not for this board or the City to adjudicate on, because there is established ownership of the property.

Mr. Kevin Biddison, Biddison Architecture, 320 Martin St. said they are working on operational procedures for queuing, such as hiring additional valets. They will do their best to keep the traffic and queuing out of the intersection. It has been noted that the underground parking that would extend out into the right-of-way might be in conflict with electrical conduits and they are reviewing that with the City. If there is an issue with the utility it is something they will pull back on, but if it is a small item it would be a monetary thing.

The proposed parking spaces that are outlined to service the new Hunter House all meet the 180 sq. ft. requirement. Mr. Biddison explained how deliveries and trash will be handled. The banquet room might accommodate 50 to 60 people at the most, as it is not a huge area. Mr. Boyle said in his opinion that isn't a particularly large space. That is an important issue in order to understand the community impact of the hotel.

Mr. Williams asked Ms. Kroll to comment on existing traffic on Maple Rd. at peak times, leaving the hotel. Ms. Kroll said that presently traffic going westbound on Maple Rd. does not back up into Woodward Ave. Eastbound, it does back up. Mr. Williams did not agree with that analysis because the traffic backs up between Old Woodward Ave. and Peabody, as the lights are not coordinated. The stacking at Peabody and Park is fine but the traffic moving west past Park and past Peabody stacks up. Ms. Kroll said that when an evaluation study for the hotel was made, they evaluated the future conditions with the two-way operations on Park.

Mr. Koseck questioned if there are any tweaks that Ms. Kroll would recommend that would make a better development from a traffic impact standpoint. Ms. Kroll replied her biggest concern is that they really only have space for three vehicles to queue up. During peak times that may not be enough storage space. Ideally if the hotel was located on the Hunter House corner, it would provide better queuing. Further responding to Mr. Koseck, she said that people going south on Woodward Ave. turning onto Hamilton and making a left turn into the Hunter House site is a condition that currently exists. Ms. Ecker pointed out there is no interior connection to get to the hotel site from the Hunter House parking lot. Mr. Koseck thought that generally people would not know that and may turn in to park there.

Chairman Clein opened up discussion from members of the public at 8:05 p.m.

Mr. Kelly Cobb said he is one of the owners of Hunter House along with his mother, Susan, who was also present. Hunter House is one of the oldest businesses in Birmingham as they have been in operation for 67 years. Some of their issues are not in the Planning Board's purview but he highlighted a couple that he thinks are.

To establish background, Mr. Cobb explained he transferred the property to the applicant, and as a part of that transfer there was a purchase agreement outlining certain rights that he retained. That agreement has not been furnished to the City as it is not necessarily within their purview. The agreement gives Hunter House sole discretion and approval rights over what their space looks like and the municipal lot. They have not approved the space, as it was submitted to the City without their knowledge.

Ms. Ecker clarified that regardless of what the agreement says, Hunter House does not have sole discretion over what happens on the City's property.

Mr. Cobb went on to say they have concerns and questions about parking, the same as the City has with traffic. He would appreciate if the City would contract with F&V to come up with a better study than the one proposed. The study assumes that Hunter House needs only 14 spots. Not accounted for in the study is that it would be fair to presume that Hunter House would need to use another 15 spaces or so in surrounding parking decks. Also not accounted for in the study is the Peabody development. The Peabody assumed a shortage of 57 spots between the Park and the Peabody decks. Add that to the 15 that Hunter House will need and that comes to a deficiency of 87 parking spots.

This raises concerns for them because they already have parking problems. People park in their lot and walk to Downtown. They are also concerned about traffic circulation. Their customers already loop around until they can get a spot to pick up the food from their phone in orders. That activity will increase if their parking shrinks and there is a severe deficiency within the broader area.

There is a statement in the CIS that it appears the Hunter House is not historic, as they have not been registered historic. They believe that they are, and he raised that as a concern for them.

Ms. Ecker clarified on the historic issue that the site or the building is not designated historic within the City of Birmingham, nor have they received an application from either the current or previous owners to consider designating it as such.

Mr. Koseck inquired how Mr. Cobb would change the proposal to meet his needs. Mr. Cobb indicated they have certain minimums of what they are guaranteed in the space, certain discretion on the shape of their building, how the layout would be, and all of those things. They are working with Mr. Biddison to find a solution to that and have not reached agreement over what the space looks like.

Mr. David Hart said he represents Hunter House. He stated the agreement between the two parties is part of the public record at the Oakland County Register of Deeds. It has been recorded since 2007 and perfects the interest of Hunter House.

Ms. Theresa Pelovocian from Bloomfield Hills said she believes that Hunter House is very special to everyone. People can remember countless times going to the Hunter House with their sons or daughters to celebrate some accomplishment. On another note, her daughter has been employed by Hunter House for four years and it has been a phenomenal place for her to work. The kids make good money, pick up great work ethics, and learn to handle themselves with the public. Hunter House is a great place for the community to go.

**Motion by Mr. Williams**

**Seconded by Mr. Koseck to receive and file an e-mail against the project and supporting Hunter House dated January 2019.**

**Motion carried, 7-0.**

**VOICE VOTE**

Yeas: Williams, Koseck, Boyle, Clein, Jeffares, Share, Whipple-Boyce

Nays: None

Absent: Ramin

Mr. Williams announced that he has come to a different conclusion than the Planning Dept. or than F&V. There are a couple of concerns in their report that should be highlighted:

- Based on the parking analysis there is no capacity in either the Park or Peabody parking garage during the day;
- Any vehicle queues that extend beyond a four vehicle storage area will impact the operations of Maple Rd. and potentially the intersection at Woodward Ave.

Missing from the analysis is the single lane traffic heading west on Maple Rd. to Old Woodward Ave. which backs up frequently to beyond Peabody during busy hours. Therefore Mr. Williams said he is not inclined to approve the CIS or the project with this many unanswered traffic and parking issues. Further, he is not satisfied that the issues that the chairman highlighted at the last meeting have been answered adequately.

This situation is exacerbated because the City has to recognize the difficulties of building on this site, most importantly the traffic in this very confined area.

Mr. Koseck observed that anything that is developed on this site will bring in more traffic and have an enormous impact. He was curious how a hotel fits.

Mr. Share observed he is not hearing that the Traffic Consultant needs to do any more work. Secondly, he has never seen in a CIS the suggested condition that the applicant provide a City-approved special event operations plan prior to obtaining a Certificate of Occupancy. He would accept the CIS without that suggested condition but he has some extremely serious reservations about a site plan for this project because of the danger to public safety that the special event use and the valet operation create.

Mr. Boyle was in favor of deleting the requirement in the CIS for a special event operations plan. The appropriate place for that is in the Site Plan Review, along with concerns about traffic movements. He explained that by accepting the CIS it does not mean that the Planning Board is tacitly accepting this development. Chairman Clein added that he also doesn't want it inferred that by accepting the CIS the board is accepting the Traffic Study because they are clearly not.

Mr. Jeffares said that the Master Plan Downtown calls for a sister building to the Greenleaf Trust building on this site. If they were to develop an office building there would be the condition of many people leaving at the exact same time, all trying to get out onto Woodward Ave. If that is the alternative, to him that use would be far worse.

**Motion by Mr. Boyle**

**Seconded by Mr. Jeffares to ACCEPT the Community Impact Study as provided by the applicant for the proposed development at 35001 & 35075 Woodward, The Maple, with the following conditions:**

- 1) Applicant must provide a City-approved special event operations plan at the same time as completing the Final Site Plan Review process;**
- 2) Applicant must provide mitigation strategies for control of noise vibration and dust;**
- 3) Applicant will be required to bury all utilities on the site;**
- 4) Applicant must distinguish an area for the separation and storage of recycling;**
- 5) Applicant must conform to the streetscape design as outlined in the new E. Maple Rd. streetscape project;**
- 6) Applicant provide information on all life safety issues and Fire Dept. approval, as well as details on the proposed security system provided to and approved by the Police Dept.; and**
- 7) Applicant must address the concerns of all City Depts.**

**Amended by Mr. Share**

**And accepted by the makers of the motion to replace 1) as follows: Applicant must submit for approval by the Planning Board at the same time as completing the Final Site Plan Application process a special event operations**



**plan approved by the City Police Dept. after consultation with the City's Traffic Consultant.**

No one from the public wished to comment on the motion at 8:40 p.m.

**Motion carried, 6-1.**

**ROLLCALL VOTE**

Yeas: Boyle, Jeffares, Clein, Koseck, Whipple-Boyce, Share

Nays: Williams

Absent: Ramin

The chairman noted that a number of issues have been raised during the CIS process that make him uncomfortable with moving forward with the Preliminary Site Plan this evening.

Mr. Williams agreed. The Planning Board has pointed out the unresolved issues that need to be addressed. Additionally, he feels that the Parking Assessment District with its impact on this particular property requires City attention. However, this problem exists whether this or any other significant development goes through.

Mr. Jeffares commented that the amount of time required to get into a deck is significantly longer than it used to be because of the queuing. A valet would have to wait behind people who are having trouble getting through with their card.

Ms. Whipple-Boyce expressed her concerns:

- She would like to see an internal floor plan for the retail level in order to better understand how the banquet area will be used. She thinks a lot more than 60 people will be using that space and that has a direct impact on the queuing of vehicles that are arriving;
- She wondered if keeping the Hunter House building has ever been considered because it is such an iconic structure.

Mr. Boyle made a couple of points:

- The board should know what the City intends to do in that area. He wanted to see the plan for turning Park into two-way, what the parking will be, and how long cars are going to wait;
- He is frustrated that so much emphasis is being placed on parking and designing around parking. This is not how it should be done. Also, the Hunter House states they need parking, yet they take four spaces in their lot to park their vans. Why not shift them farther away and release the parking spaces? They could also make arrangements to shuttle people back and forth for an event and include that in the plan.

Mr. Share observed that on Page 3 of the developer's December 31 traffic report, it states that the banquet facility will have a capacity of 150 to 200 guests.

Mr. Koseck did not think the site plan goes far enough beyond the limits of the site. His further thoughts were:

- Whether turning Park into a two-way street is still the right thing today just because it was someone's idea 20 years ago in the Downtown 2016 Master Plan. If he is going south on Park, where is he going;
- The 20 ft. parking zone will need a variance, but also it is a planning issue and he will have to be convinced that it is good planning.

**Motion by Mr. Share**

**Seconded by Mr. Williams to postpone the Preliminary Site Plan for 35001 Woodward Ave. (Hunter House and vacant parking lot) to February 27, 2019.**

**Motion carried, 7-0.**

VOICE VOTE

Yeas: Share, Williams, Koseck, Boyle, Clein, Jeffares, Whipple-Boyce

Nays: None

Absent: Ramin

**Planning Board Minutes  
May 22, 2019**

**E. Request for Preliminary Site Plan Review**

**1. 35001 Woodward – The Maple – Request for approval of a Preliminary Site Plan to permit the construction of a five story hotel building (Postponed from February 27, 2019).**

Planning Director Ecker presented the item.

Planning Director Ecker confirmed:

- City Engineer O'Meara has said the applicant's proposed plans for Park Street would not interfere with the City's plans for Park Street.
- The applicant has amended their plans to make them consistent with the City's plans for Maple.
- The applicant is required to have three loading spaces based on use and square footage of building. The spaces are required to be 40 feet long, 12 feet wide, and 14 feet in height.
- The traffic consultant has reviewed the most current plans. The three parking spaces further to the north have also been removed so the hotel may stack cars there if necessary.

Mr. Williams noted that the three spaces to the north which were removed were in front of retail establishments.

Kevin Biddison, architect, told the PB that he had met with the City's Engineering and Planning Departments multiple times in the past month and that the project had undergone a number of adjustments in order to come further into alignment with the City's requirements. He continued:

- The double-banked loading zone would allow the applicant to stack up to 10 cars if needed. Such circumstances would only be likely to occur in the daytime hours.
- The garage door width will be reduced to 25 feet from 30 feet as required.
- The applicant would be more than willing to add the additional tree necessary if the arborist signs off on it. The applicant will also add the additional street lamp required.
- Additional lighting will be added around the building once the building is built and the first round of lighting is installed to illuminate any remaining darker areas.
- The vertical aluminum fins with LED lighting at Maple and Park and Maple and Woodward are being installed to provide visual interest and are cut back into the stone so they will not project into the right-of-way.

Mr. Williams suggested adding the operations plan with the City onto the list of conditions for preliminary. He also cited his previous 'No' vote on the CIS due to safety

concerns, and commended the applicant for their efforts towards making the project safer through improved traffic flow and valet parking.

Mr. Koseck agreed with Mr. Williams, saying the applicant had come a long way in terms of improvements made to safety and traffic flow. He also said the hotel would likely need vestibules within the building, but that as long as they were interior it would not affect the site plan.

In reply to a query by Mr. Koseck, Mr. Biddison said the parking spaces on Hamilton are part of the conversation with the Hunter House Group. In addition, there are stairs on the Hamilton side of the building which would allow Hunter House patrons access to some of the additional spaces below grade.

Mr. Koseck said the retention of the 1½ foot wide curbed median on Park Street was a strange decision.

Mr. Biddison said the curb was being maintained at the request of City Engineer O'Meara in order to help drainage along the street. He said he anticipated the conversation with the Engineering Department regarding the curb would continue.

Mr. Boyle acknowledged that with all the competing interests on this site, nothing was going to be perfect but that the applicant's efforts had brought them much closer.

In response to Mr. Boyle, Mr. Biddison explained the rooftop would have seating and a rooftop bar.

Planning Director Ecker advised Mr. Biddison that within the overlay a commercial use could not be located above a residential use. She suggested the rooftop could be used by the residential occupants of the fifth floor of the building.

Mr. Biddison stated that both elevators would be available for resident use in the building. He confirmed a key system would be in use, allowing only residents to access residential floors.

Chairman Clein asked that the applicant confirm the width of the sidewalk in front of Greenleaf Trust and design their sidewalk to match that width.

Mr. Biddison said the five feet sidewalk proposed is what the Engineering Department instructed the applicant to provide.

Mr. Williams said the elevator usage should be reconsidered by the City from a security standpoint since residents may not know all their neighbors, and a non-resident could easily follow a resident out onto a residential floor.

Chairman Clein said he was not as concerned about a potential security issue, and advised that the applicant work the issue out within their own operations and with the City's Building Department. He continued:

- He appreciated the applicant's continued efforts to meet City requirements.



- Seven stacking spaces on Park Street seemed like too many to reserve for the purpose. It would require the City give up too much pedestrian and public space. He said he was not comfortable with it, and that while it might not yield a no vote from him this evening, he would advise the layout be reconsidered for the final.
- There is no reason one line of valet cars should be insufficient, especially with the three extra spaces being made available to the north.
- For the final review he would want to know that the applicant and the City's Engineering Department are creating good design for these conditions, and not just what works.
- This should look like a valet operation, which would take up little more space than parallel parking, instead of a double-stack for cars.

Mr. Williams said he agreed with Chairman Clein's concerns, but that he would also not want to see cars unable to move on Maple. He said the City might have to change some of its plans if it wants to allow reasonable development on this site.

Mr. Boyle recommended the applicant discuss the possibility of renting some of the space within the small parking lot near the hotel on Park Street, which would reduce some of the need to have extra street space for stacking cars.

Chairman Clein noted the applicant would have to speak to the City about its lease of the City's property, so it should also raise the question of renting that parking lot space per Mr. Boyle's recommendation.

Mr. Biddison said the applicant would be open to the conversation.

Mr. Koseck said he also believed it would be a good idea to explore with the City.

Chairman Clein recommended adding a letter dated May 20, 2019 from Kelly William Cobb, Vice-President of Hunter House Hamburgers to the official record. He summarized the letter as notifying the PB of the applicant's contractual obligations to Hunter House as related to the development. Noting that the issues raised by the letter were not in the PB's purview, Chairman Clein said it was still helpful to understand where the negotiations stand and extended his appreciation for the letter to Mr. Cobb.

**Motion by Mr. Williams**

**Seconded by Mr. Share to receive and file the letter dated May 20, 2019 from Kelly William Cobb into the official record.**

**Motion carried, 7-0.**

**VOICE VOTE**

Yeas: Williams, Share, Jeffares, Boyle, Whipple-Boyce, Clein, Koseck

Nays: None

Mike Kopmeyer, 1351 Bennaville Ave, said he would like to see more green space in this plan. He said he would like to see some amount of the space set aside for a public park,

and that in a perfect world Birmingham would not have a four or five story building on that lot. He said as a compromise it would be good if there could be areas shaded by trees which are public and allow for people to gather. He also said he endorsed Chairman Clein's concerns with the planned double-stacked space on Park Street.

Mr. Kopmeyer continued that the frontage along Woodward seemed cold and not conducive to pedestrian usage and activity. He suggested that awnings or more masonry or other options could make that frontage seem more human-scale and approachable.

Mr. Boyle commended the applicant and architect on all the work they have done. He said he would like the applicant to review the stacking plans on Park Street. He added that, along the lines of Mr. Kopmeyer's comments, Mr. Boyle was keen to see the proposed building materials at the final site plan.

Mr. Williams suggested it would be prudent for Chairman Clein to participate in some of the operation discussions between the applicant and the City since he could best represent the PB's concerns about traffic flow and parking. He noted that while Planning Director Ecker is a capable intermediary between the PB and the applicant, the PB's recommendations should be directly conveyed by Chairman Clein due to the specificity of the Board's concerns.

Mr. Share said he would also dislike the double-stacking if not for the extreme public safety risks that could result should traffic not be managed efficiently at this intersection. He noted that the hotel could handle up to 120 vehicles for events, and that a dangerous situation would likely compound very quickly if hotel traffic is not adequately controlled. He said he would be satisfied if the Engineering Department and the City's traffic consultant confirmed that high-volume hotel traffic could be managed with single-stacking and a healthy margin of safety. Otherwise, he said double-stacking is a reasonable, although not ideal, condition to accept.

Mr. Boyle recommended the applicant consider different options for signage as it moves towards its Final Site Plan Review, specifying that it should avoid the signage issue that the Greenleaf Trust building has.

**Motion by Mr. Boyle**

**Seconded by Mr. Koseck to approve the Preliminary Site Plan for 35001 & 35075 Woodward – The Maple – with the following conditions: 1) The applicant must clarify which refuse areas the two proposed retail uses are permitted to use, and the accessibility of such; 2) Submit specification sheets for the proposed ground mounted and rooftop mechanical units to ensure full screening; 3) Add the correct number of street trees to each street frontage, or obtain a waiver from the Staff Arborist; 4) The applicant must provide the correct number of street lights and provide regular spacing of such by Final Site Plan Review. 5) Submit a photometric plan and specifications on all proposed lighting; 5) The applicant must reduce the width of the garage entry on the west elevation or obtain a variance from the Board of Zoning Appeals; 6) Submit material samples, colors, and specifications as well as details on**

**any proposed signage; 7) Applicant comply with the requests of all City Departments; 8) Applicant obtain approval of a lease agreement by the City Commission for all projections and /or encroachments on City property; 9) Applicant revise plan sheets as necessary to ensure all sheets are consistent and show the required property lines and clearly note all projections / encroachments across property lines; and 10) At Final Site Plan Review, the applicant must provide the Special Event Operations Plan for the said hotel.**

**Motion carried, 7-0.**

VOICE VOTE

Yeas: Boyle, Koseck, Williams, Share, Jeffares, Whipple-Boyce, Clein

Nays: None

**Planning Board Minutes  
January 22, 2020**

**E. Community Impact Study Review and Preliminary Site Plan Review**

**1. 35001 Woodward (Parking lots & Hunter House)** - Revised Community Impact Study Review to allow construction of a new 5 story mixed use building containing retail, office and residential uses

Planning Director Ecker presented the item. She confirmed that 35001 Woodward is located in the Parking Assessment District (PAD).

**Motion by Mr. Williams**

**Seconded by Mr. Share to accept for filing the memorandum from Assistant City Engineer Austin Fletcher dated January 22, 2020.**

**Motion carried, 7-0.**

VOICE VOTE

Yeas: Williams, Share, Clein, Whipple-Boyce, Koseck, Emerine, Ramin

Nays: None

Kevin Biddison, architect for the project, commented on the fact that the 11 extra parking spaces could be used by the general public because the stairway and elevator accessing the residential areas of the building would be keycoded to prevent unauthorized entry.

Kelly Cobb, owner of Hunter House Hamburgers, stated that the wait time on Hamilton will increase if the number of parking spots available to Hunter House decreases.

Mr. Williams explained he had previously voted against the Community Impact Study (CIS) for this project due to concerns regarding potential congestion at Park and Maple stemming from an entrance to the site being located too close to Maple. He said that the current CIS corrected that issue.

**Motion by Mr. Share**

**Seconded by Mr. Williams to accept the CIS as provided for the proposed development at 35001 and 35075 Woodward – with the following conditions:**

- 1) Provide copies of Phase I and II Environmental Assessments;**
- 2) Applicant must provide mitigation strategies for control of noise vibration and dust during construction;**
- 3) Applicant will be required to bury all utilities on the site;**
- 4) Applicant must distinguish an area for the separation and storage of recycling;**
- 5) Applicant must conform to the streetscape design as outlined in the new E. Maple streetscape project; and,**
- 6) Applicant provide information on all life safety issues and Fire Dept.**



**approval, as well as details on the proposed security system provided to and approved by the Police Department.**

**Motion carried, 7-0.**

VOICE VOTE

Yeas: Williams, Share, Klein, Whipple-Boyce, Koseck, Emerine, Ramin

Nays: None

Mr. Biddison explained the trash receptacles would be stored and obscured behind the wall meaning they would only be visible to stationary observers, looking into the building at a certain angle, while the glass doors are rolled up to allow entry or egress.

Ms. Whipple-Boyce shared concern regarding the fact that if one were to enter the garage in their vehicle and discover that the cluster of three parking spaces allotted to Hunter House were full, one would have to either reverse onto Hamilton or execute a multi-point turn to exit back onto the street.

Mr. Share and Mr. Koseck shared concern regarding the parking layout on the site as well.

Mr. Biddison stated that the eleven or twelve parking spaces being discussed as public spaces could also be executive or residential spaces, meaning they could be private instead and tied to an office or retail lease.

Mr. Cobb spoke, saying:

- Hunter House employees will continue parking in the parking deck, for which they are reimbursed, as opposed to parking in the three parking spaces in the garage off Hamilton.
- According to the deed the developer is required to provide Hunter House with 14 parking spaces which shall also be located on Hunter House property.
- If he were to enter the three-space section in the garage in his truck and discover those spots full, he would not be able to execute a turn that would allow him to leave given the insufficient space.
- There have been a number of deed violations on the part of the developer in this process including not seeking Mr. Cobb's approval of plans for the site before the plans' submission to the City, not seeking Mr. Cobb's approval for planning to build a non-hotel development, and proposing to leave a space for Hunter House that Mr. Cobb says would be unusable for operating the restaurant.
- He proposed multiple compromises to the developer which would allow Hunter House to continue and for a development to be built on the lot, all of which were passed on by the developer.
- If the developer and the Hunter House cannot reach an understanding, Mr. Cobb would pursue legal action. He said that legal action could result in a delay of the development for seven to ten years. Mr. Cobb said that the City, the developer, and himself should sit down together and try to reach an agreement amenable to all parties in order to avoid such a delay.

Chairman Clein said that in many respects he was in strong favor of the plan submitted for this site, including three stories of residential with units under 1,000 square feet, less reliance on office space, and well designed facades on most of the project. He continued that he sympathized with the Hunter House, which he said was being pulled from a park-and-go model to an urban center model. Chairman Clein said there were also aspects of the plan that gave him pause, including the functionality of the three parking space area in the garage and the Hunter House's charge that their space as laid out in these plans would be unusable. He acknowledged that it is not within the Board's purview to get involved in a dispute between two private parties. He stated that it is within the Board's purview to make sure all elements of the plans are functional and adhere to ordinance, however, and that he was unclear if the three parking space area off of Hamilton met those requirements.

Mr. Williams said he would not approve plans that include the three space parking area off of Hamilton because that layout creates more problems than it solves or propose a restaurant layout that would not comply with various laws, including health codes and ADA regulations. He concurred with the Chairman that the Board should not intervene in a matter between private parties, but knowing that the restaurant could not operate legally is a matter within the Board's purview.

Mr. Share also emphasized that the Board should not be involved in a dispute between two private parties. He said the Board has ruled on projects before that have resulted in legal action between two private parties subsequent to the approval. Mr. Share said he would consider moving forward on a preliminary site plan ~~under those~~ **despite these** circumstances, but that this particular site plan was deficient under Article 7, section 7.27 of the Zoning Ordinance in a couple of respects including the three parking space area off of Hamilton and the parking designated for the public off of Park Street. He said that the parking off of Park Street could become hazardous unless there was a traffic flow plan presented.

Mr. Koseck concurred with his colleagues' previous comments that the dispute between the Hunter House and the developer is not within the Board's purview. Continuing, he said that the plans are an improvement over previous plans submitted for the development, and that the building complies with ordinance. He stressed that the Board's only present obligation regarding this development was to ensure that residential parking would be included onsite. Mr. Koseck suggested that if the development included an egress across from the loading dock, a vehicle could move straight through the garage from Hamilton onto Park Street if it saw no free parking spaces in the three space area off of Hamilton. In that design, it could also turn into the three parking space area if there were a vacant space. This would avoid the need for either a vehicle reversal onto Hamilton or a multi-point turn in the case of full spaces. Mr. Koseck said he would approve the plans if that possibility were present.

Mr. Biddison confirmed that such a route through the garage would be possible. He stated he would need the owner to comment further on how the route would be designed.

Ms. Whipple-Boyce said that from a Board perspective the site should not include the

parking off of Hamilton because it is not required by ordinance and creates an unsafe situation. She said she understood the legal agreement between the developer and the Hunter House required 14 spaces, but that was not the Board's concern. She expressed great enthusiasm for the majority of the project in general, and frustration that the contention between the developer and the Hunter House was resulting in poor design in certain areas. She conceded that Mr. Koseck's proposal of being able to pass through from Hamilton onto Park would in theory solve the issue, but that the best outcome from a City perspective would be to eliminate the spaces off of Hamilton.

Mr. Emerine said he was also very enthusiastic about most aspects of the project with the exception of the issues with the parking off of Hamilton. He said he could not support the plans without a resolution to the Hamilton parking issue which could include Mr. Koseck's proposal of allowing entry off of Hamilton and egress onto Park.

Mr. Share said he would offer an editorial comment to the developer and the Hunter House, recommending that the parties actually speak to one another and resolve their issues.

Chairman Clein agreed, and said a future City Commission discussion of potential public land use by this development would prove very difficult if the issues between the Hunter House and the developer are not resolved.

**Motion by Mr. Williams**

**Seconded by Mr. Koseck to schedule a special meeting of the Planning Board for the evening of February 27, 2020 at 7:30 p.m. to be held in the City Commission room.**

**Motion carried, 7-0.**

**VOICE VOTE**

Yeas: Williams, Koseck, Share, Ramin, Whipple-Boyce, Clein, Emerine

Nays: None

**Motion by Mr. Williams**

**Seconded by Mr. Share to postpone consideration of the preliminary site plan for 35001 Woodward to February 27, 2020.**

**Motion carried, 7-0.**

**VOICE VOTE**

Yeas: Williams, Share, Whipple-Boyce, Clein, Emerine, Koseck, Ramin

Nays: None

**Planning Board Minutes**  
**April 22, 2020**

**G. Revised Preliminary Site Plan Review**

**1. 35001 Woodward, The Maple (Vacant lot, Hunter House)** – Request for Revised Preliminary Site Plan Review to revise first floor of new 5 story mixed use building to include surface parking.

Planning Director Ecker presented the item. She explained that City Attorney Currier advised that:

- If the Board were to approve the revised preliminary site plan they would have to specify that it should supersede the previously approved Preliminary Site Plan in their motion; and,
- If they were to deny the Revised Preliminary Site Plan, the previously approved Preliminary Site Plan would stand.

Mr. Williams said he could not recall a project located in the PAD ever receiving approval for surface parking within 20' of the building facades.

Kevin Biddison, architect, was present on behalf of the project.

In reply to Mr. Koseck, Mr. Biddison confirmed the project team looked into providing parking in the MDOT right-of-way, but determined there was not enough depth along the road due to the right-hand turn lane.

Seeing no further Board questions for the applicant, Chairman Clein invited public comment.

Kelly Cobb, owner of Hunter House Hamburgers, said he was aware that some members of the Planning Board felt that Hunter House is causing undue difficulty for the developers of The Maple. He said he was present to reiterate that he gets no pleasure from the difficulty he is encountering with the developers of The Maple, and wanted to see it resolved as expediently as everyone else. He explained that The Maple's developers need to offer solutions that would adequately address his issues with food truck parking, lack of sufficient interior storage for food, poor condition of the gravel lot, and Hunter House's current ADA and health code non-compliance. He said that while he appreciated The Maple's team's most recent efforts to provide enough parking for Hunter House, it still remained a problem that The Maple's development team continues to submit plans to the City without Hunter House's review or approval of the plans. Mr. Cobb noted that Hunter House's review and approval for plan submissions is required per the private agreement between the developers of The Maple and Hunter House.

Mr. Cobb said the Maple's most recently submitted plans have inadequate space allotted for the Hunter House. He noted that his private agreement with the development team of The Maple requires that Hunter House be provided enough space to continue their operations. He said the proposed plans do not include an adequate number of parking spaces for Hunter House. He said the proposed plans also do not conform to the use of



the property as required by deed restrictions. Mr. Cobb said he is working tirelessly to find a solution that would work for both Hunter House and The Maple, but opined that neither the presently proposed site plan revision nor the previously approved site plan met those criteria. He said that given these issues, the Planning Board's work on reviewing this project will remain moot for as long as there is disagreement between himself and The Maple's developers. Mr. Cobb apologized for that fact, and thanked the Board members for their dedication and time.

While Chairman Clein thanked Mr. Cobb for his comments, he said he disagreed that any members of the Planning Board regretted Hunter House's involvement with this project. Chairman Clein added that the Board fully looked forward to Hunter House's continued operations. He continued that the Board was only endeavoring to make sure that the project was adhering to all City-required ordinances and standards, and that the Board was specifically taking no position on the private contract between the developers of The Maple and the owners of the Hunter House. Speaking on behalf of the Board, Chairman Clein said they wished both parties nothing but success.

Mr. Cobb thanked Chairman Clein. Adding one more comment, Mr. Cobb stated that in the entire time Hunter House has been in operation he had never heard of an issue with cars egressing the site onto Woodward. He said he respected F&V's analysis, and understood the difference between anecdote and data, but wanted to offer that perspective.

Seeing no further comment from the public, Chairman Clein returned the conversation to the Board.

Mr. Williams stated he would be moving fairly quickly to deny the Revised Preliminary Site Plan.

Mr. Share said his preference would be to postpone rather than deny. He said the key question was whether the Woodward egress, given the expected use by Hunter House customers, would create an unsafe situation for pedestrians and cars. He said he would want F&V to address the issue of safety specifically before the Board acts on the revised preliminary site plan.

Mr. Koseck expressed frustration and disappointment with the Revised Preliminary Site Plan. He said the Board had spent an immense amount of time on this project, offering many of the same comments repeatedly, only for plans to be re-submitted with those comments seemingly disregarded. He said he did not see any attempt on the part of the project team to creatively work within the constraints of the Zoning Ordinance. Mr. Koseck continued that while he understood the project might not be able to meet every requirement of the zoning ordinance, there was no way he could ever support the plans as currently proposed. Citing his time on the BZA, Mr. Koseck opined that if this revised preliminary site plan had been before them for a review they would have declined to even look at the revised plans due to there being no change of facts. Praising Mr. Biddison's skill as an architect and the potential to have a valuable tenant in the Hunter House, Mr. Koseck said he could not understand how the presently submitted plans seemed to be going backwards in terms of progress. He concluded by saying that he

obviously could not support the revised preliminary site plan moving forward.

Mr. Jeffares said that while he understood that Hunter House wanted surface parking provided, the City has dedicatedly avoided allowing surface parking in the downtown area. He noted that there have been other proposed projects delayed to future agendas because the Board has had to review this project again and again. He noted the Board's continued emphasis to applicants that they should resolve their issues with community stakeholders to the absolute best of their ability before submitting a project for Board review, and said the development team on this project has regularly failed to do that. Mr. Jeffares echoed Mr. Koseck's frustration, and said that while he was between postponing the project and denying it he was leaning towards denial.

Citing City Attorney Currier's guidance, Chairman Clein said that if the Board was between a postponement and denial then a denial would procedurally make more sense. He reiterated that a denial would leave the previously approved preliminary site plan standing, while a postponement to a date certain would hold a spot on a future agenda that could otherwise go to reviewing another project. Chairman Clein noted that traditionally the Board avoids denials where possible because of the repercussions for the applicant, but since this applicant already had an approved Preliminary Site Plan no harm would come from a denial in this case.

Chairman Clein continued by stating he would support a denial of the Revised Preliminary Site Plan because the proposed site plan does not meet the requirements of Article 7, Section 7.27 of the Zoning Ordinance, specifically (4) which states that "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". He said the proposed revised site plan is completely contrary to the City's planning of its downtown and its 2016 Plan. Chairman Clein echoed Mr. Williams' previous observation that buildings in the PAD are not granted surface parking within 20' of the building's facades. He noted the Revised Preliminary Site Plan would affect three facades of the building in addition to the number of other issues raised by his colleagues on the Board.

Chairman Clein observed that the plan for The Maple includes multiple floors of residential, which will inevitably lead to a significant increase in pedestrian traffic in the area. In addition, with the exception of the Hunter House, the majority of the site has been vacant for years. Because of these two factors, Chairman Clein stated anecdotal observation of the site cannot provide a good sense of what will result from the impending combined increase in both vehicular and pedestrian traffic. He acknowledged Mr. Cobb's statement that he had not seen any issues arising from vehicles exiting onto Woodward, but explained that the site will be so changed post-development that history cannot give a reliable indication of future safety in this case.

Mr. Emerine said he agreed with all of Chairman Clein's comments. He said the surface parking lot was unnecessary and created another egress point into the MDOT right-of-way which should be also avoided. He said he would not be supporting the Revised Preliminary Site Plan.

#### **Motion by Mr. Williams**

**Seconded by Mr. Boyle to deny the Revised Preliminary Site Plan for 35001 & 35075 Woodward, The Maple, as the proposed site plan does not meet the requirements of Article 7, Section 7.27, specifically (4) which states that "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."**

**Motion carried, 6-1.**

ROLL CALL VOTE

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

Nays: Share

Chairman Clein thanked the applicant for their time. He stressed that the Board wants to see both The Maple and Hunter House be successful in Birmingham and encouraged the applicant renew their efforts once again towards resolving the matters between them.

**Planning Board Minutes  
May 13, 2020**

**E. Unfinished Business**

**35001 Woodward (Parking lots & Hunter House) – Revised Preliminary Site Plan & Community Impact Study Review to allow construction of a new 5 story mixed use building containing retail, office and residential uses.**

Planning Director Ecker reviewed the item.

Mr. Williams said that "subject to deletion of the terms Hunter House and HH from the plan" should be added to the end of the proposed ninth condition.

Mr. Koseck said that the words Hunter House and HH should be replaced with a more generic description of what will be located in those areas of the building.

Mr. Williams agreed.

**Motion by Mr. Williams**

**Seconded by Mr. Boyle to amend the motion made on April 22, 2020, to approve the Preliminary Site Plan for 35001 and 35075 Woodward by affirming conditions 1 through 8 and adding condition 9 to the approved motion as follows:**

**9) Approved plans include the first floor plan on sheet A101, with the revision date 4- 3-20, subject to replacement of the terms "Hunter House" and "HH" throughout the report and the plans with a more generic designation of the planned use of the space.**

**Motion carried, 7-0.**

ROLL CALL VOTE

Yeas: Williams, Boyle, Koseck, Clein, Jeffares, Share, Whipple-Boyce

Nays: None



**Planning Board Minutes  
September 23, 2020**

**G. Revised Preliminary Site Plan Review**

**1. 35001 Woodward, The Maple (Vacant lot, Hunter House)** – Request for Revised Preliminary Site Plan Review to revise first floor of new 5 story mixed use building to include surface parking.

Planning Director Ecker presented the item. She explained that City Attorney Currier advised that:

- If the Board were to approve the revised preliminary site plan they would have to specify that it should supersede the previously approved Preliminary Site Plan in their motion; and,
- If they were to deny the Revised Preliminary Site Plan, the previously approved Preliminary Site Plan would stand.

Mr. Williams said he could not recall a project located in the PAD ever receiving approval for surface parking within 20' of the building facades.

Kevin Biddison, architect, was present on behalf of the project.

In reply to Mr. Koseck, Mr. Biddison confirmed the project team looked into providing parking in the MDOT right-of-way, but determined there was not enough depth along the road due to the right-hand turn lane.

Seeing no further Board questions for the applicant, Chairman Clein invited public comment.

Kelly Cobb, owner of Hunter House Hamburgers, said he was aware that some members of the Planning Board felt that Hunter House is causing undue difficulty for the developers of The Maple. He said he was present to reiterate that he gets no pleasure from the difficulty he is encountering with the developers of The Maple, and wanted to see it resolved as expediently as everyone else. He explained that The Maple's developers need to offer solutions that would adequately address his issues with food truck parking, lack of sufficient interior storage for food, poor condition of the gravel lot, and Hunter House's current ADA and health code non-compliance. He said that while he appreciated The Maple's team's most recent efforts to provide enough parking for Hunter House, it still remained a problem that The Maple's development team continues to submit plans to the City without Hunter House's review or approval of the plans. Mr. Cobb noted that Hunter House's review and approval for plan submissions is required per the private agreement between the developers of The Maple and Hunter House.

Mr. Cobb said the Maple's most recently submitted plans have inadequate space allotted for the Hunter House. He noted that his private agreement with the development team of The Maple requires that Hunter House be provided enough space to continue their operations. He said the proposed plans do not include an adequate number of parking spaces for Hunter House. He said the proposed plans also do not conform to the use of

the property as required by deed restrictions. Mr. Cobb said he is working tirelessly to find a solution that would work for both Hunter House and The Maple, but opined that neither the presently proposed site plan revision nor the previously approved site plan met those criteria. He said that given these issues, the Planning Board's work on reviewing this project will remain moot for as long as there is disagreement between himself and The Maple's developers. Mr. Cobb apologized for that fact, and thanked the Board members for their dedication and time.

While Chairman Clein thanked Mr. Cobb for his comments, he said he disagreed that any members of the Planning Board regretted Hunter House's involvement with this project. Chairman Clein added that the Board fully looked forward to Hunter House's continued operations. He continued that the Board was only endeavoring to make sure that the project was adhering to all City-required ordinances and standards, and that the Board was specifically taking no position on the private contract between the developers of The Maple and the owners of the Hunter House. Speaking on behalf of the Board, Chairman Clein said they wished both parties nothing but success.

Mr. Cobb thanked Chairman Clein. Adding one more comment, Mr. Cobb stated that in the entire time Hunter House has been in operation he had never heard of an issue with cars egressing the site onto Woodward. He said he respected F&V's analysis, and understood the difference between anecdote and data, but wanted to offer that perspective.

Seeing no further comment from the public, Chairman Clein returned the conversation to the Board.

Mr. Williams stated he would be moving fairly quickly to deny the Revised Preliminary Site Plan.

Mr. Share said his preference would be to postpone rather than deny. He said the key question was whether the Woodward egress, given the expected use by Hunter House customers, would create an unsafe situation for pedestrians and cars. He said he would want F&V to address the issue of safety specifically before the Board acts on the revised preliminary site plan.

Mr. Koseck expressed frustration and disappointment with the Revised Preliminary Site Plan. He said the Board had spent an immense amount of time on this project, offering many of the same comments repeatedly, only for plans to be re-submitted with those comments seemingly disregarded. He said he did not see any attempt on the part of the project team to creatively work within the constraints of the Zoning Ordinance. Mr. Koseck continued that while he understood the project might not be able to meet every requirement of the zoning ordinance, there was no way he could ever support the plans as currently proposed. Citing his time on the BZA, Mr. Koseck opined that if this revised preliminary site plan had been before them for a review they would have declined to even look at the revised plans due to there being no change of facts. Praising Mr. Biddison's skill as an architect and the potential to have a valuable tenant in the Hunter House, Mr. Koseck said he could not understand how the presently submitted plans

seemed to be going backwards in terms of progress. He concluded by saying that he obviously could not support the revised preliminary site plan moving forward.

Mr. Jeffares said that while he understood that Hunter House wanted surface parking provided, the City has dedicatedly avoided allowing surface parking in the downtown area. He noted that there have been other proposed projects delayed to future agendas because the Board has had to review this project again and again. He noted the Board's continued emphasis to applicants that they should resolve their issues with community stakeholders to the absolute best of their ability before submitting a project for Board review, and said the development team on this project has regularly failed to do that. Mr. Jeffares echoed Mr. Koseck's frustration, and said that while he was between postponing the project and denying it he was leaning towards denial.

Citing City Attorney Currier's guidance, Chairman Clein said that if the Board was between a postponement and denial then a denial would procedurally make more sense. He reiterated that a denial would leave the previously approved preliminary site plan standing, while a postponement to a date certain would hold a spot on a future agenda that could otherwise go to reviewing another project. Chairman Clein noted that traditionally the Board avoids denials where possible because of the repercussions for the applicant, but since this applicant already had an approved Preliminary Site Plan no harm would come from a denial in this case.

Chairman Clein continued by stating he would support a denial of the Revised Preliminary Site Plan because the proposed site plan does not meet the requirements of Article 7, Section 7.27 of the Zoning Ordinance, specifically (4) which states that "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". He said the proposed revised site plan is completely contrary to the City's planning of its downtown and its 2016 Plan. Chairman Clein echoed Mr. Williams' previous observation that buildings in the PAD are not granted surface parking within 20' of the building's facades. He noted the Revised Preliminary Site Plan would affect three facades of the building in addition to the number of other issues raised by his colleagues on the Board.

Chairman Clein observed that the plan for The Maple includes multiple floors of residential, which will inevitably lead to a significant increase in pedestrian traffic in the area. In addition, with the exception of the Hunter House, the majority of the site has been vacant for years. Because of these two factors, Chairman Clein stated anecdotal observation of the site cannot provide a good sense of what will result from the impending combined increase in both vehicular and pedestrian traffic. He acknowledged Mr. Cobb's statement that he had not seen any issues arising from vehicles exiting onto Woodward, but explained that the site will be so changed post-development that history cannot give a reliable indication of future safety in this case.

Mr. Emerine said he agreed with all of Chairman Clein's comments. He said the surface parking lot was unnecessary and created another egress point into the MDOT right-of-way which should be also avoided. He said he would not be supporting the Revised Preliminary Site Plan.

**Motion by Mr. Williams**

**Seconded by Mr. Boyle to deny the Revised Preliminary Site Plan for 35001 & 35075 Woodward, The Maple, as the proposed site plan does not meet the requirements of Article 7, Section 7.27, specifically (4) which states that "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."**

**Motion carried, 6-1.**

**ROLL CALL VOTE**

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

Nays: Share

Chairman Clein thanked the applicant for their time. He stressed that the Board wants to see both The Maple and Hunter House be successful in Birmingham and encouraged the applicant renew their efforts once again towards resolving the matters between them.





## **MEMORANDUM**

ENGINEERING DEPARTMENT

**DATE:** May 19, 2022

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

**FROM:** James J. Surhigh, Consulting City Engineer

**SUBJECT:** FEMA Hazard Mitigation Grant Application – Parking Lot #6 Floodwall

---

### **INTRODUCTION:**

The extreme rain event and subsequent widespread flooding on June 25, 2021 resulted in the State of Michigan declaring a natural disaster for Oakland County. This declaration provides an opportunity for the City to apply for grants through FEMA's Hazard Mitigation Grant Program (HMGP) to construct flood protection measures. City Parking Lot #6 located off N. Old Woodward Avenue, as well as the buildings that adjoin the parking lot, experience frequent threats of flooding from the nearby Rouge River. For many years, the City has attempted to respond to flood events with emergency DPS and Fire Department personnel to deploy temporary flood protection measures. The Engineering Department has prepared an application to the FEMA HMGP for a permanent floodwall project to better protect this area in the future. The due date for the application is June 17, 2022 to be considered for FY2023 funding award cycle. If awarded, funding would be available beginning on October 1, 2022. Part of the application is providing a resolution from the City Commission to state that the local, non-Federal matching funds are dedicated to this project. This report provides some background information on the proposed project, and a suggested resolution for the City Commission to consider for approval to submit the application to FEMA.

### **BACKGROUND:**

The extreme rain event that occurred on June 25, 2021 resulted in reports of widespread damages due to flooding across the City, and especially for properties along the Rouge River, which flooded above its riverbanks and into the adjoining floodplain areas. The City's Parking Lot #6, located off of N. Old Woodward Avenue, between Ravine and Oak, is situated immediately adjacent to the river and within the floodplain, and has historically been subject to periodic flooding. A group of commercial buildings along N. Old Woodward have lower-level entrances to Parking Lot #6, and are also at risk of flooding. For many years, when potential flood events occurred that could impact these buildings, the City responded with emergency personnel (Department of Public Services and Fire Department) to deploy temporary flood protection measures to protect the buildings. When these events occur, City emergency response forces have other issues to respond to across the City resulting from the storm event, and being concerned about deploying the flood protection measures at this location is an additional stress on these forces.

On the eve of June 25, 2021, the flood levels rose rapidly, and despite monitoring during the night, the City was not able to respond in time to deploy the measures that would protect those buildings. Because this storm event was declared a natural disaster by the State of Michigan, an opportunity was given to apply for a grant through FEMA's Hazard Mitigation Grant Program (HMGP) to construct flood protection measures. The Engineering Department has prepared an application for a floodwall project to protect the group of buildings in this area through the FEMA HMGP, and is ready to submit by the application deadline of June 17, 2022.

The scope-of-work for the proposed project is based on plans that were developed in 2002 for construction of a floodwall at this location for the same purpose. When bids were received in 2002, the cost significantly exceeded the project budget and the City elected to reject the bids and cancel the project. With the opportunity to receive grant funding for 75% of eligible costs through the FEMA HMGP, the economic situation may be such that the City would consider pursuing construction of the project. If the grant were awarded, the project design would have to be re-visited to ensure the proposed wall provides the required level of protection and that walkways and entrances to the buildings are ADA compliant. Using FEMA's Benefit-Cost calculator for evaluating the project, the benefit-to-cost ratio was found to be 2.02. Projects being considered under the HGMP must have a benefit to cost ratio of at least 1.0 to be eligible for potential funding. The HGMP is competitive, and there is no guarantee that FEMA will offer a grant for every project submitted.

The proposed project would be implemented in two phases: Phase 1 being a Hydrologic and Hydraulic (H&H) Study; and Phase 2 being construction of the project. Phase 2 is contingent upon favorable results from the Phase 1 study. By its nature, the floodwall will eliminate potential flood water storage volume in the floodplain. As the Rouge River is considered "waters of the State", construction within the floodplain must be permitted through the U.S. Army Corps of Engineers, as administered by the State of Michigan Department of Environment, Great Lakes and Energy (EGLE). To be considered permissible, the project cannot have a significant impact on the base flood elevation. If the results of the H&H study are not favorable and construction of the project is determined not to be feasible, Phase 2 of the project can be cancelled without any further financial obligation under the FEMA HMGP grant.

The total estimated project cost is approximately \$1,439,700, which includes the H&H study, design engineering, estimated construction cost of the floodwall project, construction engineering & inspection, and project administration. Grants through the FEMA HMGP are for 75% of the eligible costs, with the remaining 25% match being covered by non-Federal sources. Based on this, the grant award amount would be approximately \$1,079,700, with a resulting match of \$360,000.

#### **LEGAL REVIEW:**

As submittal of the grant application does not commit the City to pursue the project, no legal review is required at this point in the process.

#### **FISCAL IMPACT:**

This project was not included in the preliminary FY22/23 budget reviewed by the City Commission. If supported by the Commission, the project will be added to the FY22/23 budget by including a budget item in the Capital Projects Fund - Streambank Improvements account 401-901.018-981.0100 for the amount of the proposed local match of \$65,000 to cover Phase 1 of the proposed

project. A budget item will be included for FY23/24 budget planning in the Capital Projects Fund - Streambank Improvements account 401-901.018-981.0100 for the amount of the proposed local match of \$295,000 to cover Phase 2 of the proposed contract.

#### **PUBLIC COMMUNICATIONS:**

Public communications regarding this project have not commenced at this time. As the project design progresses, we anticipate public engagement at not only the City Commission meetings, but also other public boards and committees, such as the Planning Board, Advisory Parking Committee, and potentially others. Public notices for any meetings will follow applicable City ordinances and policies.

#### **SUMMARY:**

A FEMA Hazard Mitigation Grant Program application has been prepared for a proposed floodwall project located at the City Parking Lot #6. The floodwall project would provide improved protection against periodic flooding from the Rouge River damaging the lower-level, rear entrances to buildings located adjacent to the parking lot, as compared to current conditions where City forces attempt to deploy temporary flood protection measures before damages occur. The project would be implemented in two phases, with the first phase consisting of a study to determine if the floodwall project can be considered feasible with respect to permitting by USACOE-EGLE for construction in the Rouge River floodplain. If the project is deemed feasible, then final design and construction would proceed (phase 2). The total estimated project cost is estimated to be \$1,439,700. The grant award amount would be approximately \$1,079,700 (75%), with a resulting match of \$360,000 (25%). Phase 1 would commence after October 1, 2022. Phase 2 would commence after October 1, 2023 and continue through the 2024 construction season.

#### **ATTACHMENTS:**

- Project Location Map
- FEMA National Flood Hazard Layer FIRMette Map of Project Area
- Hazard Mitigation Grant Program Informational Bulletin (from Michigan State Police)
- 2002 Floodwall Project Plans (not constructed)

#### **SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to authorize James J. Surhigh, Consulting City Engineer to submit the grant application to FEMA under their Hazard Mitigation Grant Program for the Parking Lot #6 Floodwall project (HMGP #4494);

And to certify that non-Federal matching funds are secured, available, and committed for use in constructing the Parking Lot #6 Floodwall project (HMGP #4494) by approving the project budget as follows:

FISCAL YEAR	BUDGET FUND	FUND ID NUMBER	BUDGET AMOUNT
2022-2023	Capital Projects Fund – Streambank Imp	401-901.018-981.0100	\$ 65,000
2023-2024	Capital Projects Fund – Streambank Imp	401-901.018-981.0100	\$ 295,000
		TOTAL PROJECT BUDGET	\$ 360,000



35975 WOODWARD AVE

856 N OLD WOODWARD AVE

751 N OLD WOODWARD AVE  
751 N OLD WOODWARD AVE  
757 N OLD WOODWARD AVE  
755 N OLD WOODWARD AVE  
769 N OLD WOODWARD AVE

602 BROOKSIDE AVE

640 PARK ST

600 ATEN CT

617 N OLD WOODWARD AVE

543 N OLD WOODWARD AVE  
539 N OLD WOODWARD AVE  
535 N OLD WOODWARD AVE  
531 N OLD WOODWARD AVE  
539 N OLD WOODWARD AVE  
545 N OLD WOODWARD AVE

623 PARK ST

600 ATEN CT

570 ATEN CT

500 ATEN CT

604 BROOKSIDE AVE

287 KAVINER RD

**CITY PARKING LOT #6**  
(2017 image prior to recent construction)

**Buildings potentially impacted by flooding**

0 0.0075 0.015 0.03 0.045 0.06 Miles

**CITY PARKING LOT #6**  
(2017 image prior to recent construction)

Buildings potentially impacted by flooding

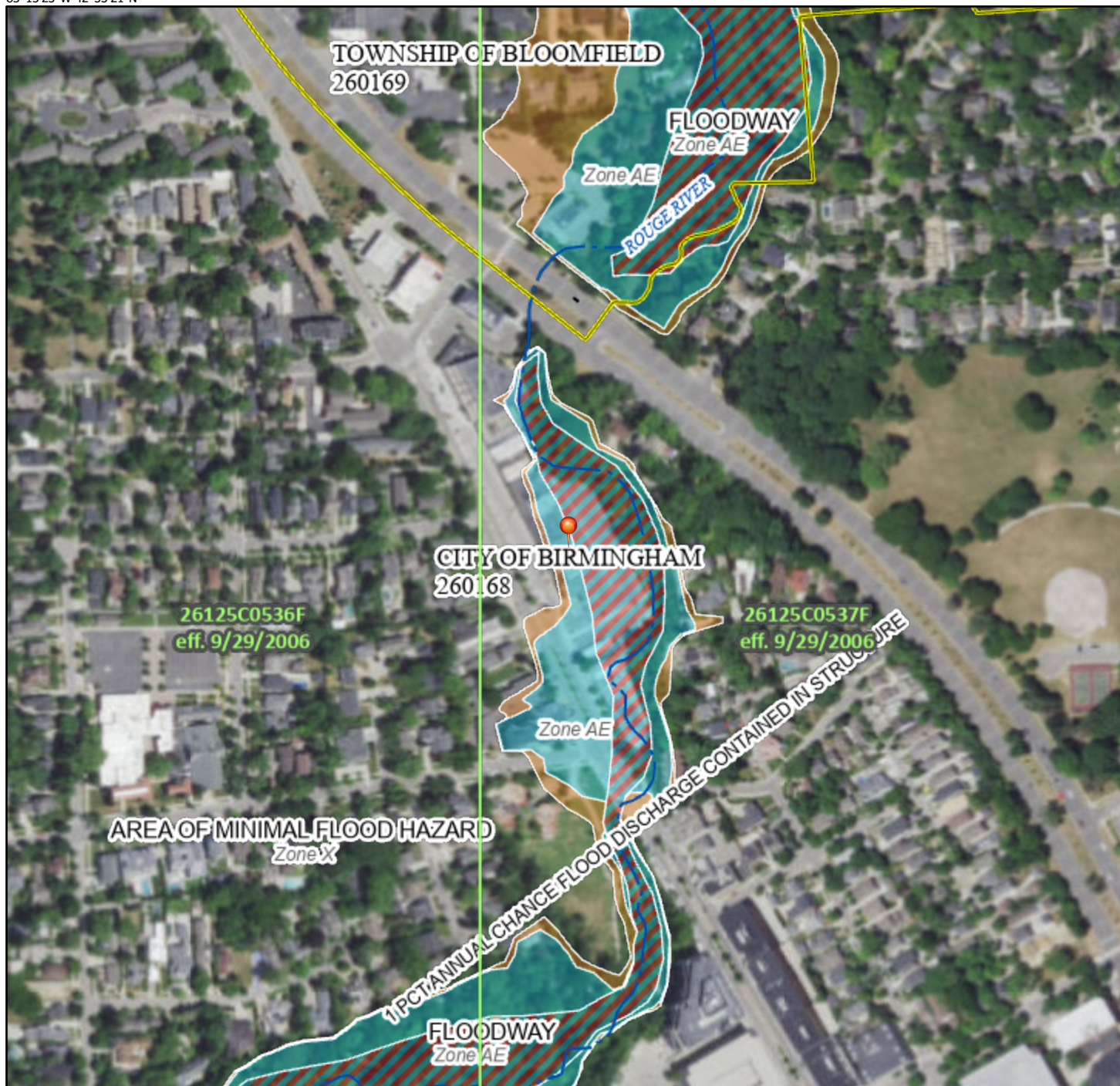




# National Flood Hazard Layer FIRMeTte



83°13'23"W 42°33'21"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/18/2022 at 4:21 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



# Michigan State Police

## Emergency Management and Homeland Security Division

### *Informational Bulletin*

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**Issue: 21-03**

**September 03, 2021**

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#### **Hazard Mitigation Grant Program Funds Available for Infrastructure Flood Mitigation in Southeast Michigan Time Sensitive - Respond as soon as Possible Notices of Intent (NOI) Due No Later than November 01, 2021**

As a result of the DR-4494-MI federal disaster, hazard mitigation funding has been made available in the state of Michigan. This funding will be available for the following: hazard mitigation projects in the Southeast region of Michigan, state-wide eligible hazard mitigation projects, hazard mitigation plan development and updates, and purchasing of warning sirens.

At this time, the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) is seeking Notice of Intent (NOI) forms—project proposals—for eligible Hazard Mitigation Grant Program (HMGP) flood mitigation activities in the Southeast region of Michigan. This region includes the following counties: Oakland, Macomb, Wayne, and Washtenaw. Approximately \$28 million in federal funds will be available for eligible infrastructure solutions to mitigate flooding in this region.

For more information and details on HMGP and qualifying projects, reference the Federal Emergency Management Agency's (FEMA) "[Hazard Mitigation Assistance Grants](#)" website and FEMA's [Hazard Mitigation Assistance Unified Guidance](#) document (although this document is labeled "Fiscal Year 2015" guidance, it is the current version of the program guidance).

#### **Purpose**

Hazard mitigation activities are intended to reduce or eliminate future property damages and/or loss of life from natural hazards, such as floods, tornadoes, and storms. The Federal Emergency Management Agency's (FEMA) HMGP provides funds for hazard mitigation planning activities and implementation of mitigation projects. Grants are funded with a 75% federal share and a 25% local match (which may include cash, third-party in-kind services, materials, or any combination thereof).

Some examples of eligible flood mitigation project activities include: Voluntary acquisition or elevation of flood-prone residential and non-residential structures; localized flood control; floodwater storage and diversion; floodplain and stream restoration; stormwater management; and wetland restoration/creation. Projects must be cost beneficial for eligibility, meaning the anticipated cost savings from avoided future damages must outweigh the cost of implementing the project.

Also eligible are project scoping/advanced assistance projects to fund activities to obtain data and services required to identify and design appropriate application-ready mitigation projects and/or development of high-quality project subapplications. Specific activities may include but are not limited to conducting meetings, outreach and coordination with sub-applicants and community residents, develop or conduct engineering, environmental, feasibility and/or benefit cost analysis, development of applications, evaluating facilities to identify mitigation activities and staffing and/or resources to develop cost-share strategies.

Commonly requested activities that are **not eligible** for this funding include: Training, preparedness actions, and generators (except for cost-effective generators that serve hospitals, police stations, fire stations, water, and wastewater treatment plants). Examples of completed hazard mitigation projects can be found in [FEMA's HMA Mitigation Action Portfolio](#).

## **HMGP Funds Available for Infrastructure Flood Mitigation in Southeast Michigan**

### **Page 2**

#### **Eligibility**

The MSP/EMHSD is the applicant for the state of Michigan. Eligible sub-applicants for HMGP include state agencies; Indian tribal governments; and local governments/communities; and certain private non-profit organizations. Sub-applicants must have a valid, FEMA-approved hazard mitigation plan that identifies and prioritizes the proposed project at the time of grant award. Please refer to the Hazard Mitigation Assistance Unified Guidance document for specific eligibility requirements.

#### **Application Process**

To be considered for funding, an applicant must submit a NOI form to the MSP/EMHSD. A completed NOI form will provide basic details about the proposed mitigation activity. To receive the NOI form, please contact the Hazard Mitigation Team (contact information below). The MSP/EMHSD team will review the NOI forms to determine if the activities described are potentially eligible for grant funding. If so, the applicant will be invited to complete a grant application.

#### **Deadlines**

- NOI forms must be submitted to the MSP/EMHSD by no later than November 1, 2021.
- Applications are due to the MSP/EMHSD for review by February 4, 2022.

#### **Do Not Delay**

Potential sub-applicants should not wait until the deadline to submit NOI forms. The sooner the completed NOI form is submitted, the more time there will be to develop a subapplication.

#### **Hazard Mitigation Team Contact Information**

Ms. Audrey Gilbert – 517-243-7873, Hazard Mitigation Analyst  
Mr. Scott Stockert – 517-512-9589, Hazard Mitigation Analyst

Email: [MSP-EMHSD-Hazard-Mitigation-Grants@Michigan.gov](mailto:MSP-EMHSD-Hazard-Mitigation-Grants@Michigan.gov)



ACCOUNT NO. 0071  
STROKE TIME - 12-AUG-2002 1:06  
PLOT NAME - N/A  
DESIGN FILE - F:\1998\199807\1998072\Nod\struc\cover\_sht.dgn  
USER NAME - kkl/jwskl

LEGEND

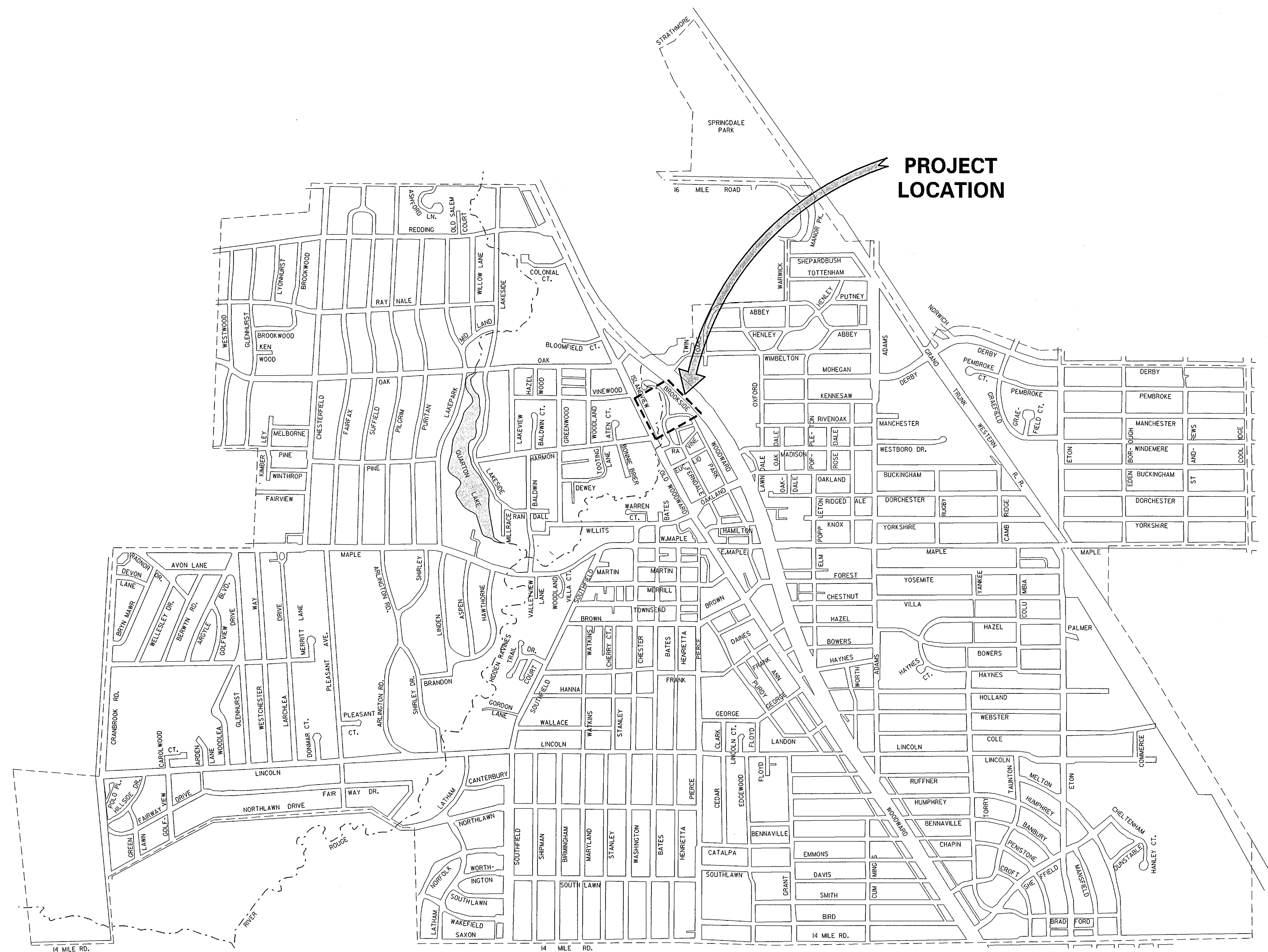
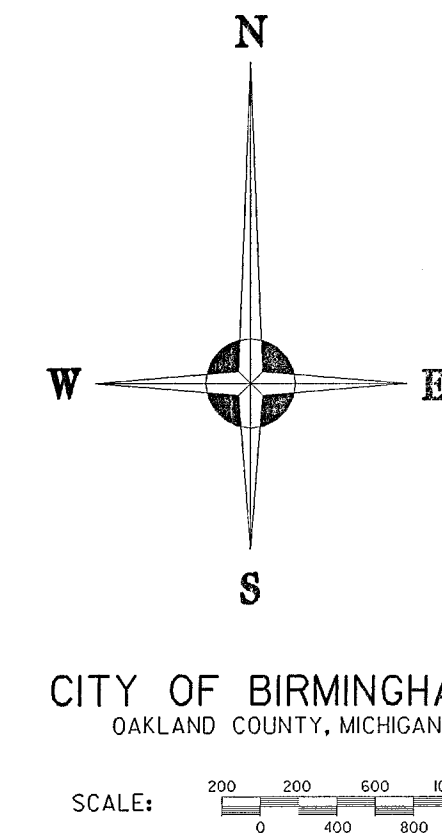
PROPOSED SEWER	=====
PROPOSED WATER MAIN	=====
BUILDING	=====
ASPHALT	=====
CONCRETE	=====
GRAVEL	=====
STORM	ST @
SANITARY	SA @
WATERMAIN	WM @
GAS	G @
UND. TELEPHONE	T @
UND. ELECTRICAL	E @
TRAVERSE LINE & TRAVERSE POINT	-----
BENCH MARK SYMBOL	-----
DEAD TREE	-----
DECIDUOUS TREE	-----
DECIDUOUS SHRUB	-----
CONIFEROUS TREE	-----
CONIFEROUS SHRUB	-----
STUMP	-----
SO & R/C CATCH BASINS & INLETS IN PAVEMENT	-----
STORM MANHOLE & PIPE END	-----
UNSPECIFIED MH	-----
RISER & DOWN SPOUT	-----
PUMP STATION	-----
FIRE HYDRANT	-----
GATE & VALVE & WELL	-----
CISTERN & WELL	-----
WATER STOP BOX & SPRINKLER HEAD	-----
WATER TOWER BASE & METER PIT	-----
UTILITY POLE	-----
LIGHT POLE	-----
GUY WIRE ANCHOR	-----
UNDERGROUND MARKER	-----
RISER	-----
GAS BOX & BLOW OFF	-----
BUILD. CORNER & 1st FLOOR ELEV.	-----
TOP OF DITCH	-----
TOP OF BANK & RIDGE	-----
TOP OF BERM	-----
EDGE OF WATER	-----
HEADWALL & RETAINING WALL	-----
SIGNS & SIGN POST	-----
LOCAL LOW POINT & LOCAL HIGH POINT	-----
EXISTING WATER SERVICE	-----
EXISTING SEWER SERVICE	-----
SOIL BORING LOCATION	-----
PAVEMENT CORE LOCATION	-----

# CITY OF BIRMINGHAM

## ENGINEERING DEPARTMENT

### PARKING LOT #6 FLOOD WALL -

### CONTRACT #6-02(M)



LIST OF DRAWINGS

COVER SHEET	PROJECT LOCATION AND BENCH MARK DESCRIPTIONS
S-1	SOUTH AREA FLOOD PLATE DETAILS
S-2	NORTH AREA FLOOD WALL PLAN AND SECTIONS
S-3	NORTH AREA FLOOD WALL SECTIONS AND DETAILS
S-4	NORTH AREA FLOOD WALL SECTIONS AND DETAILS
	OAKLAND COUNTY SOIL EROSION AND SEDIMENTATION CONTROL DETAILS

NOT FOR  
CONSTRUCTION

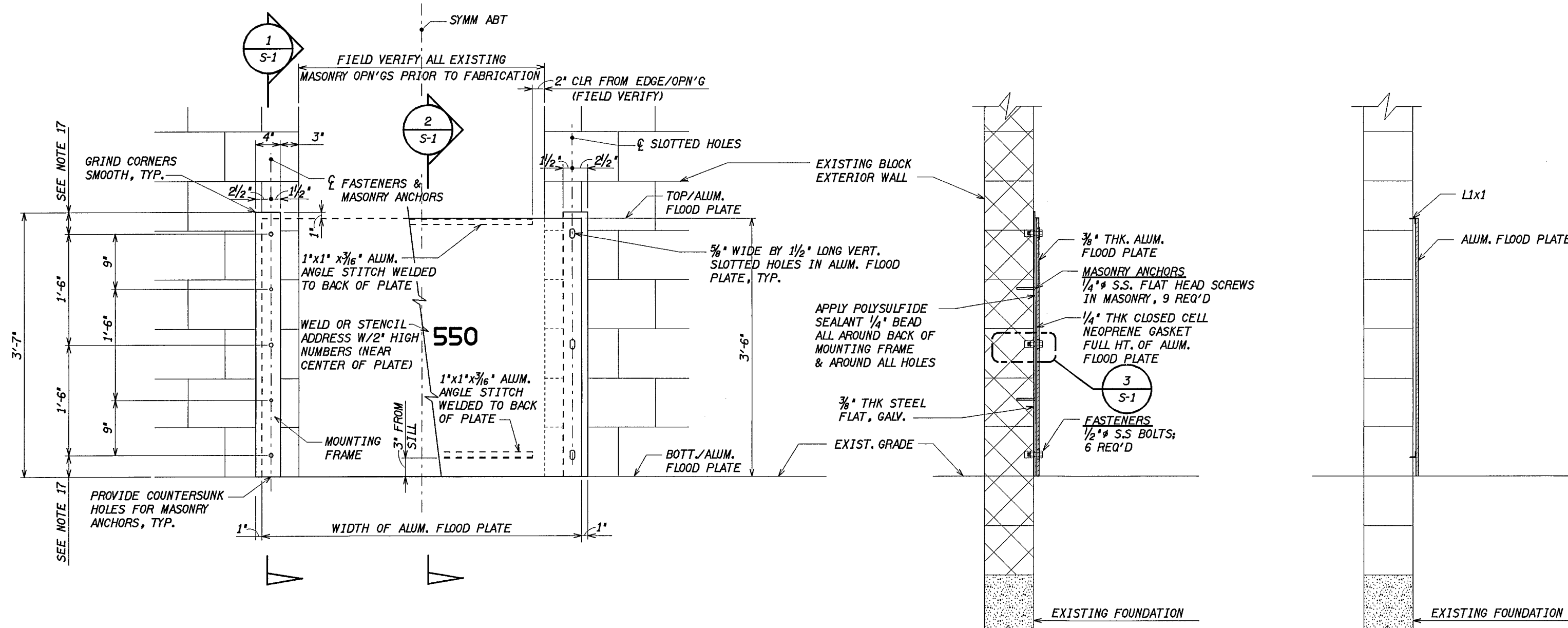
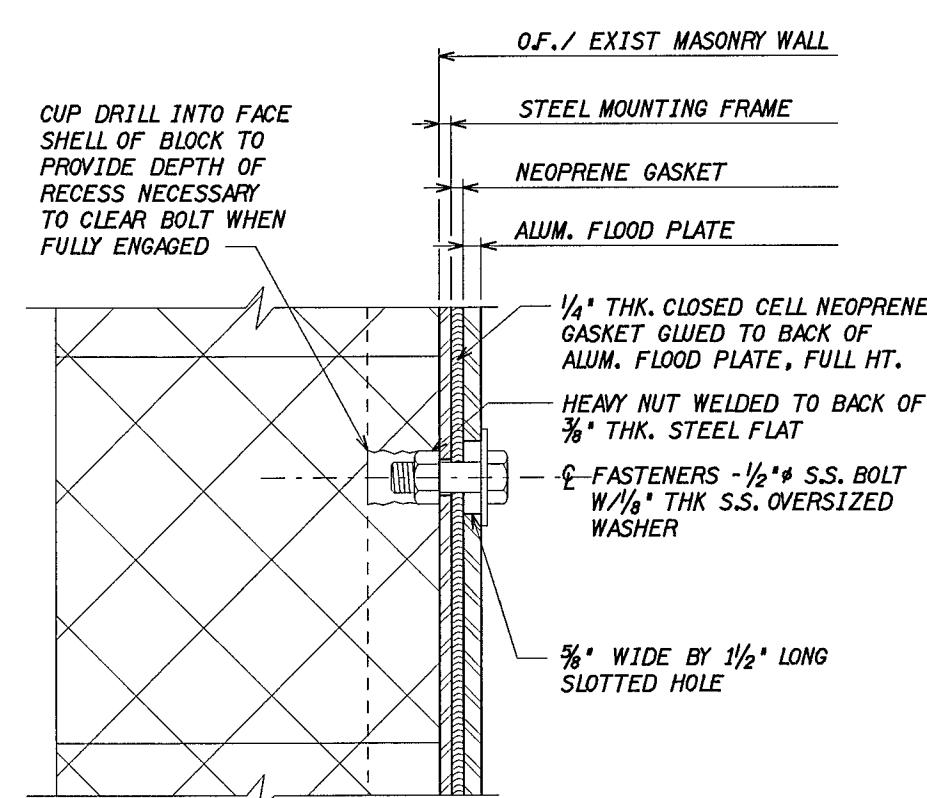
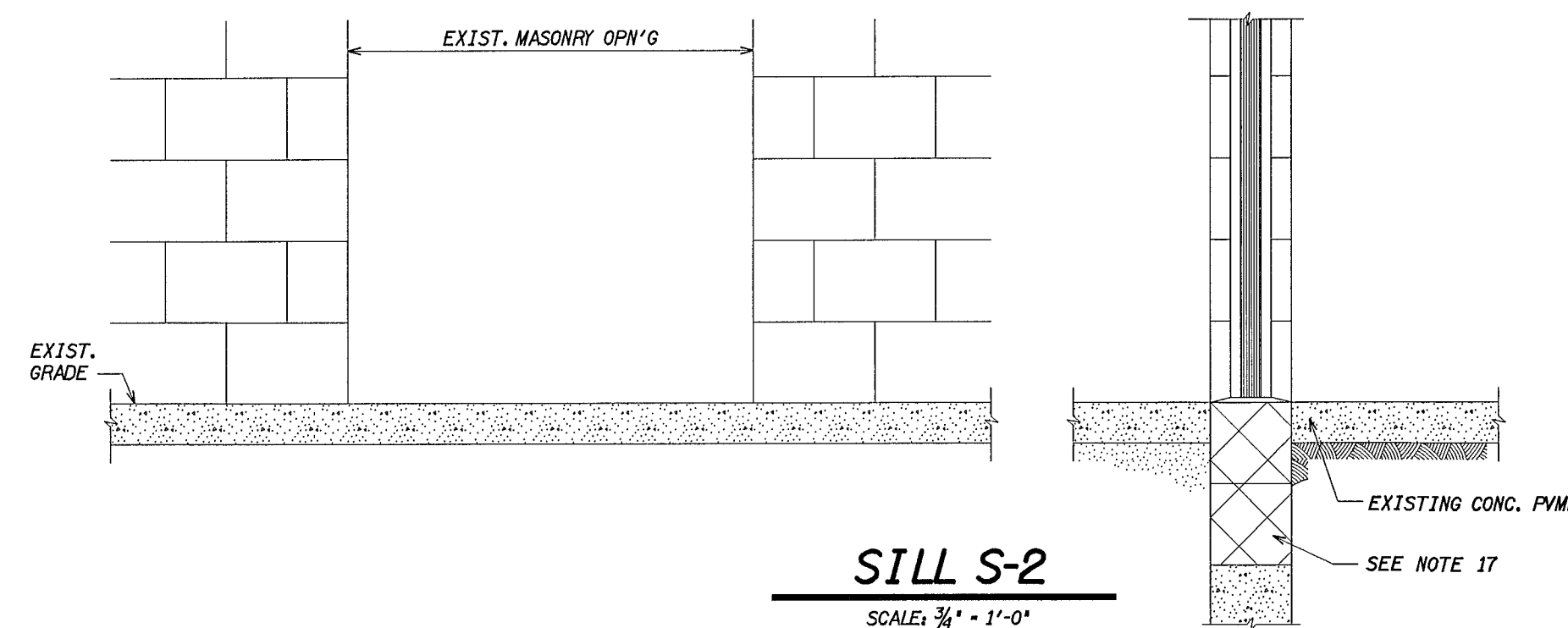
APPROVED

DATE

**HRC**  
HUBBELL, ROTH & CLARK, INC.  
CONSULTING ENGINEERS

M-558





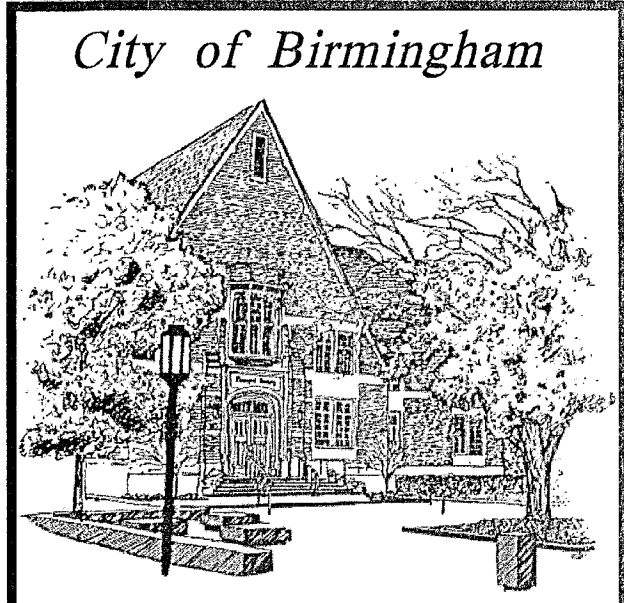
SECTION

SECTION

MISCELLANEOUS QUANTITIES[illegible]

NOTES:

1. VERIFY CONDITIONS & MEASUREMENTS AT THE SITE & REPORT ANY DISCREPANCIES TO THE OWNER BEFORE PROCEEDING WITH THE WORK.
2. ALL CONSTRUCTION MUST CONFORM TO CURRENT M.D.S.H.A. SAFETY STANDARDS.
3. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO ENSURE THAT NO DAMAGE SHALL COME TO THE EXISTING FACILITIES & ELEMENTS ADJACENT TO HIS WORK.
4. THE CONTRACTOR SHALL CALL MISS DIG (800-482-7171) A MINIMUM 72 HOURS (3 WORKING DAYS) PRIOR TO THE START OF CONSTRUCTION.
5. THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR'S OPERATIONS IN SUCH A MANNER AS TO INSURE THAT THOSE UTILITIES NOT REQUIRING REDUCTION WILL NOT BE DISTURBED.
6. ALL PAVEMENT, SIDEWALKS, DRIVEWAYS, SHOULDER, LANDSCAPING, DRAINAGE PIPES, ETC., DAMAGED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR AT HIS EXPENSE TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
7. STEEL SHALL CONFORM WITH CURRENT A.S.T.M. DESIGNATION A 36.
8. GALVANIZING STEEL SHALL CONFORM WITH CURRENT A.S.T.M. DESIGNATION A 123.
9. STAINLESS STEEL FOR STRUCTURAL SHAPES SHALL CONFORM WITH CURRENT A.S.T.M. DESIGNATION A 276 FOR TYPE 304.
10. ALUMINUM SHALL CONFORM TO CURRENT A.S.T.M. DESIGNATION B 209 FOR 6061-T6 ALLOY - TEMPER.
11. STAINLESS STEEL BOLTS SHALL CONFORM TO CURRENT A.S.T.M. DESIGNATION F 593. STAINLESS STEEL NUTS AND WASHERS SHALL MEET BOLT REQUIREMENTS.
12. STAINLESS STEEL FLAT COUNTERSUNK HEAD MASONRY SCREWS SHALL CONFORM TO CURRENT A.S.T.M. DESIGNATION F 879.
13. ALL HOLES FOR BOLTS SHALL BE ACCURATELY SPACED & SHALL HAVE A DIAMETER  $\frac{1}{16}$ " GREATER THAN THE NOMINAL DIAMETER OF THE BOLT, UNLESS OTHERWISE NOTED ON THE DRAWING.
14. WELD SIZE INDICATED IS THE LEG SIZE, OR THE SIZE OF CONTACT A WELD HAS WITH EACH MEMBER JOINED BY IT.
15. SURFACES OF EXISTING OR NEW MEMBERS TO BE WELDED SHALL BE FREE FROM LOOSE SLAG, SCALE, RUST, GREASE, PAINT OR OTHER FOREIGN MATERIAL.
16. WELDS SHALL BE DONE BY THE SHIELDED METAL ARC PROCESS, IN ACCORDANCE WITH AWS D11, BY PROPERLY QUALIFIED WELDERS, USING AWS. E70XX LOW HYDROGEN WELDING ELECTRODES.
17. SILL CONFIGURATION AND RELATION TO BLOCK COURSING VARIES. FIELD VERIFY ALL PRIOR TO FLOOD PLATE AND MOUNTING FRAME FABRICATION. STANDARDIZE PLATE SIZES AND BOLT LOCATIONS AS MUCH AS POSSIBLE. ADJUST LOCATIONS OF MASONRY ANCHORS TO PROVIDE SUITABLE EMBEDMENT INTO MASONRY WALLS; MAINTAIN TOTAL COUNT OF ANCHORS FOR EACH FRAME. PROVIDE  $\frac{1}{4}$ " EAVE DISTANCE MIN. FROM BLOCK EDGES, JOINTS & CORNERS.
18. CONTRACTOR TO PROVIDE OWNER WITH FOLLOWING SPARE PARTS:
  - 12 SETS FASTENERS (INCLUDES, BOLT, & WASHER ASSEMBLY (AS SHOWN IN DETAIL 31-4 ASSEMBLIES REQUIRED PER SET)
  - 4 COMPLETE SETS OF GASKETS (7 LF. OF 4" WIDE GASKET PER SET)
19. COORDINATE ALL WORK WITH LOCAL SHOP OWNERS FOR INSTALLATION TIMES.



151 Martin Street  
P.O. Box 3001  
Birmingham, MI 48012-3001



**Hubbell, Roth & Clark, Inc.**  
CONSULTING ENGINEERS

555 HULET DRIVE  
BLOOMFIELD HILLS, MICH.

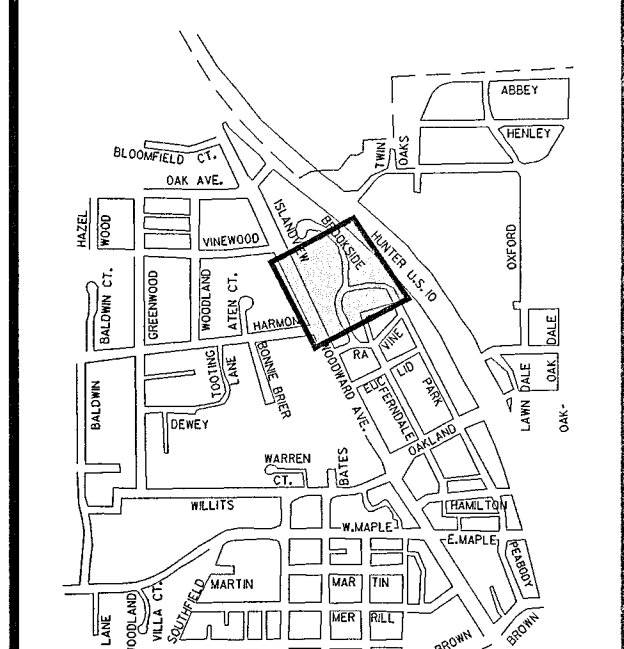
P.O. BOX 824  
48303 - 0824

PHONE: (248) 338-9241

FAX (1st. Floor): (248) 454-6312

**FAX (2nd. Floor): (248) 338-2592**

**WEB SITE:** <http://www.hrc-engr.com>



LOCATION MAP

**CITY OF BIRMINGHAM  
PARKING LOT #6  
FLOOD PROTECTION**

OAKLAND COUNTY MICHIGAN

*SOUTH AREA  
FLOOD PLATE  
DETAILS*

HRC JOB NO.	SCALE
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19980721	AS NOTED
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DATE	SHEET
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APRIL 2002 NO. 5-1 OF

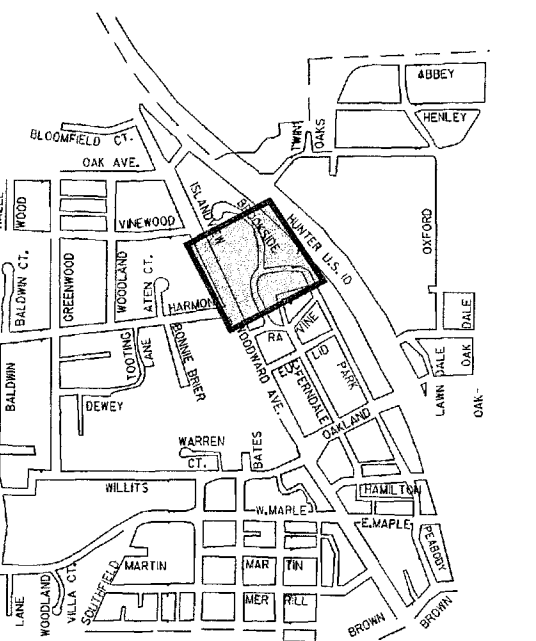
**3 FULL WORKING DAYS  
BEFORE YOU DIG  
CALL MISS DIG®  
1-800-482-7171**

**NOT FOR  
CONSTRUCTION**

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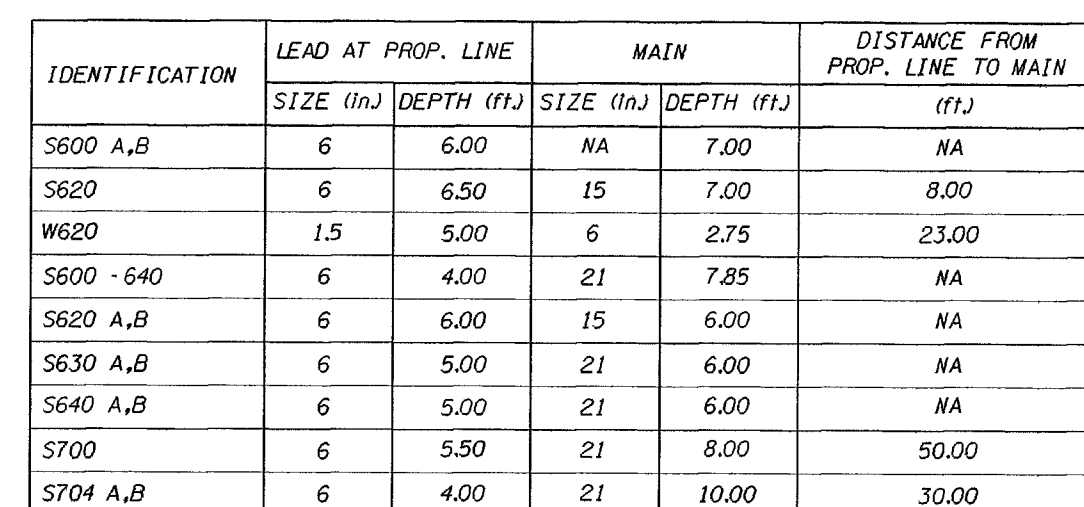
This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

DATE	ADDITIONS AND/OR REVISIONS
SIGNED	<i>CKC.</i>
OWN	<i>KRX.</i>
CKED	<i>FCN.</i>
PROVED	<i>WHA.</i>



LAND COUNTY MICHIGAN

JULY 2002 SHEET NO. S-2



W OR S INDICATES TYPE OF LEAD  
W - WATER  
S - SEWER  
INDICATES BLDG. ADDRESS  
A OR B - RECORDS INDICATE  
LEAD TO BE AT EITHER  
LOCATION A OR B

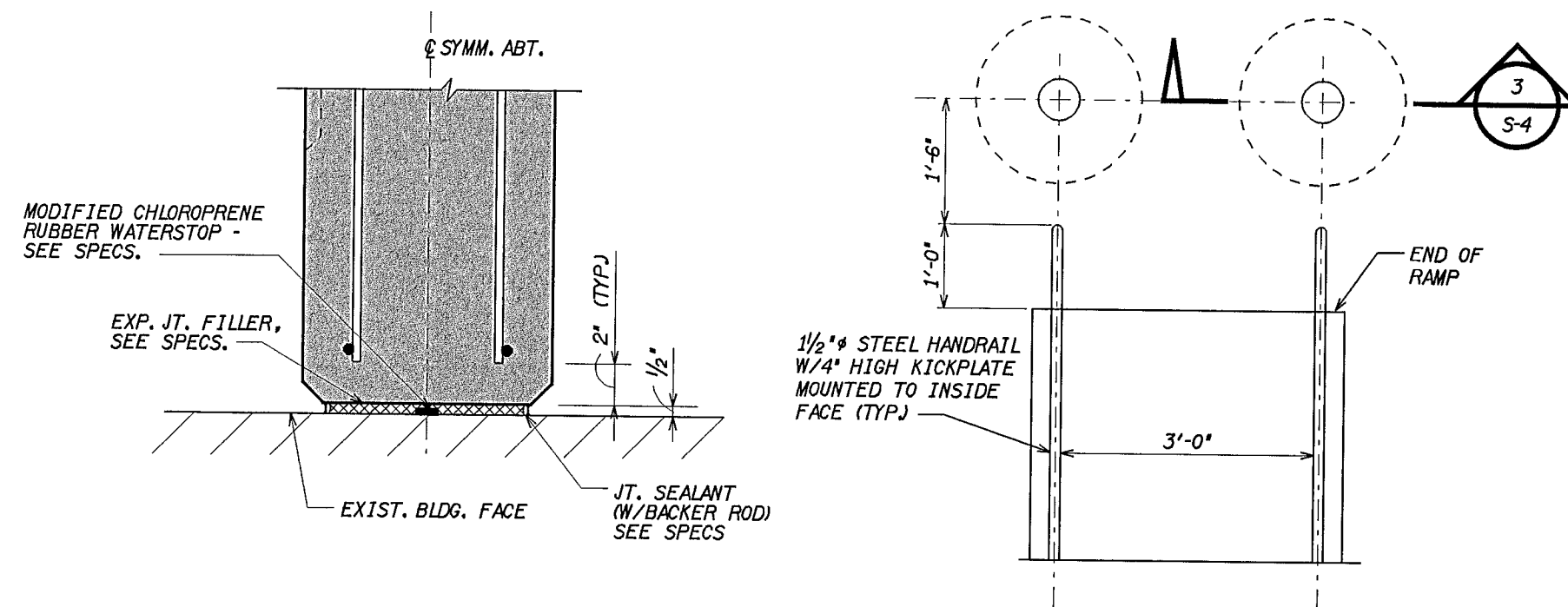
SCALE: 1" = 10'

[illegible]







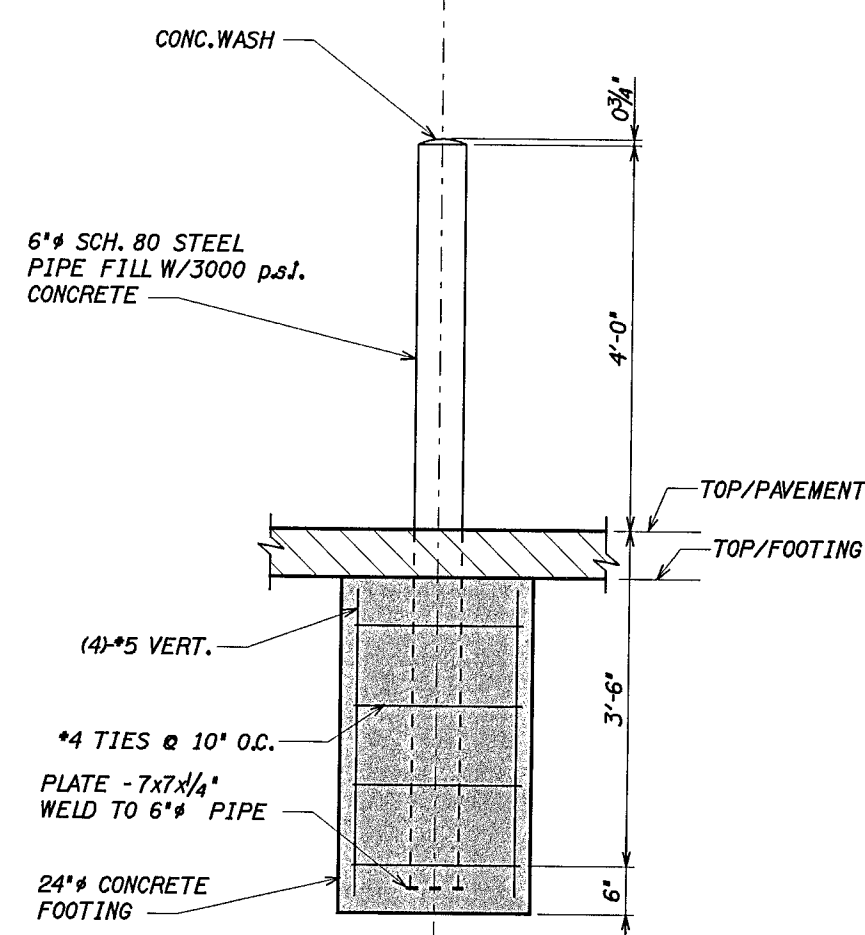


DETAIL 1

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

DETAIL 2

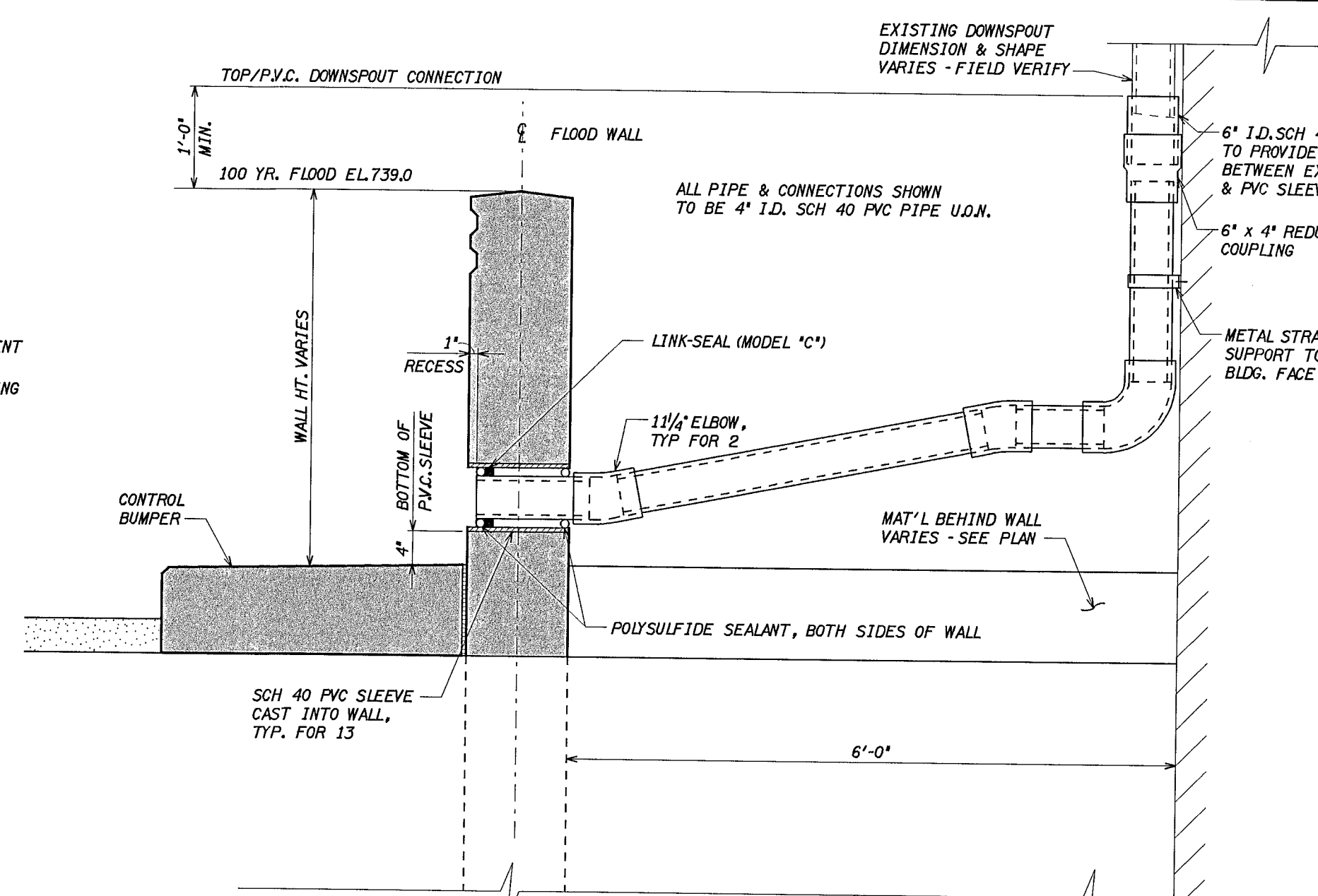
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CONCRETE GUARDPOST

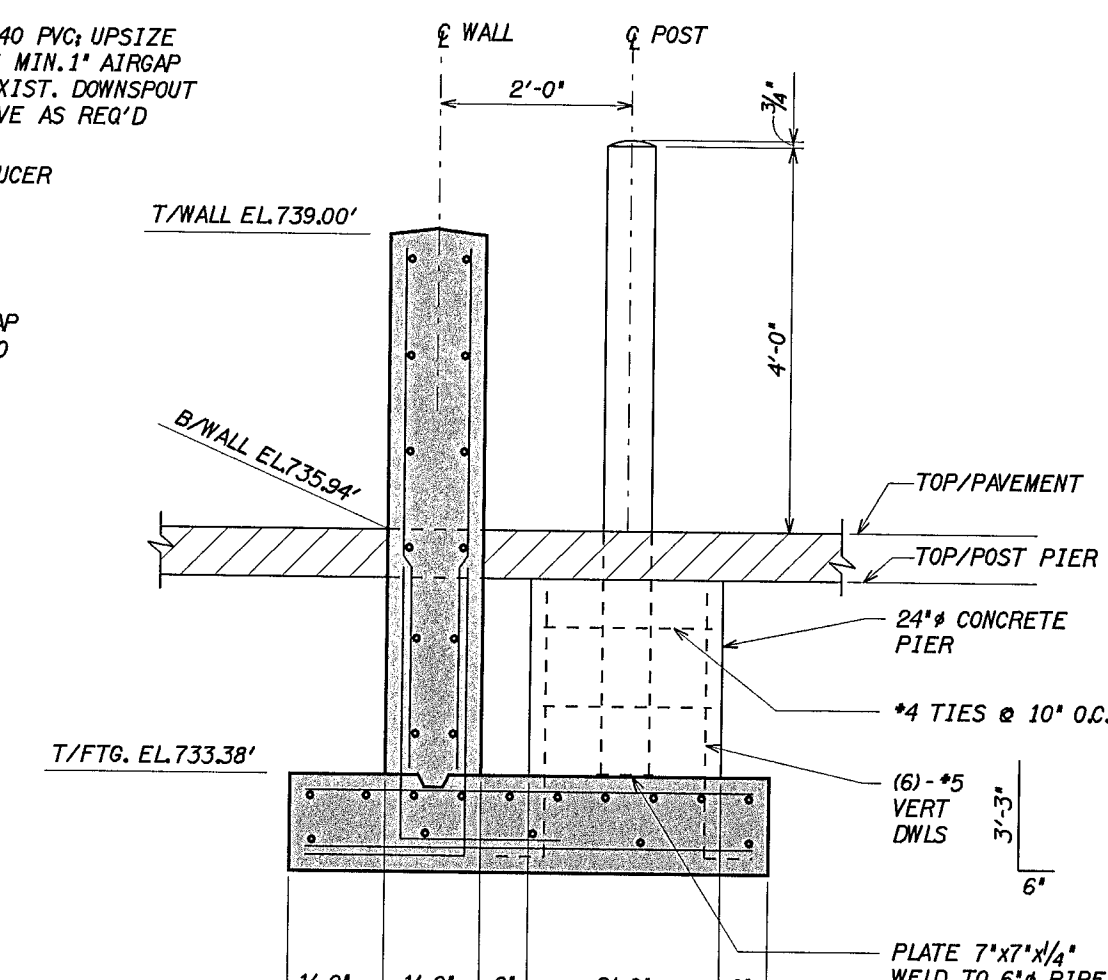
DETAIL 3

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



DOWNSPOUT DETAIL

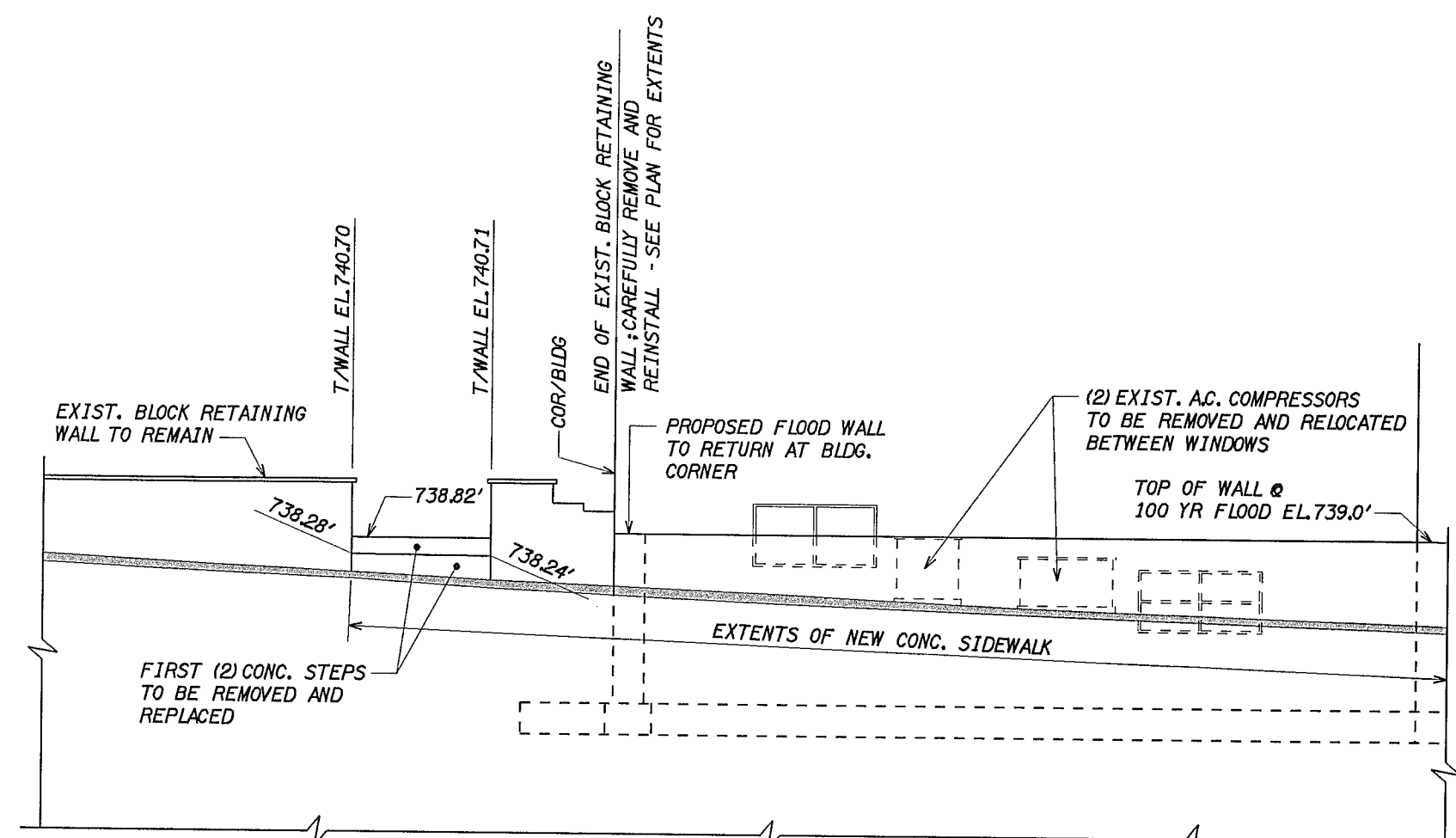
SCALE: 3/4" = 1'-0"



DETAIL 4

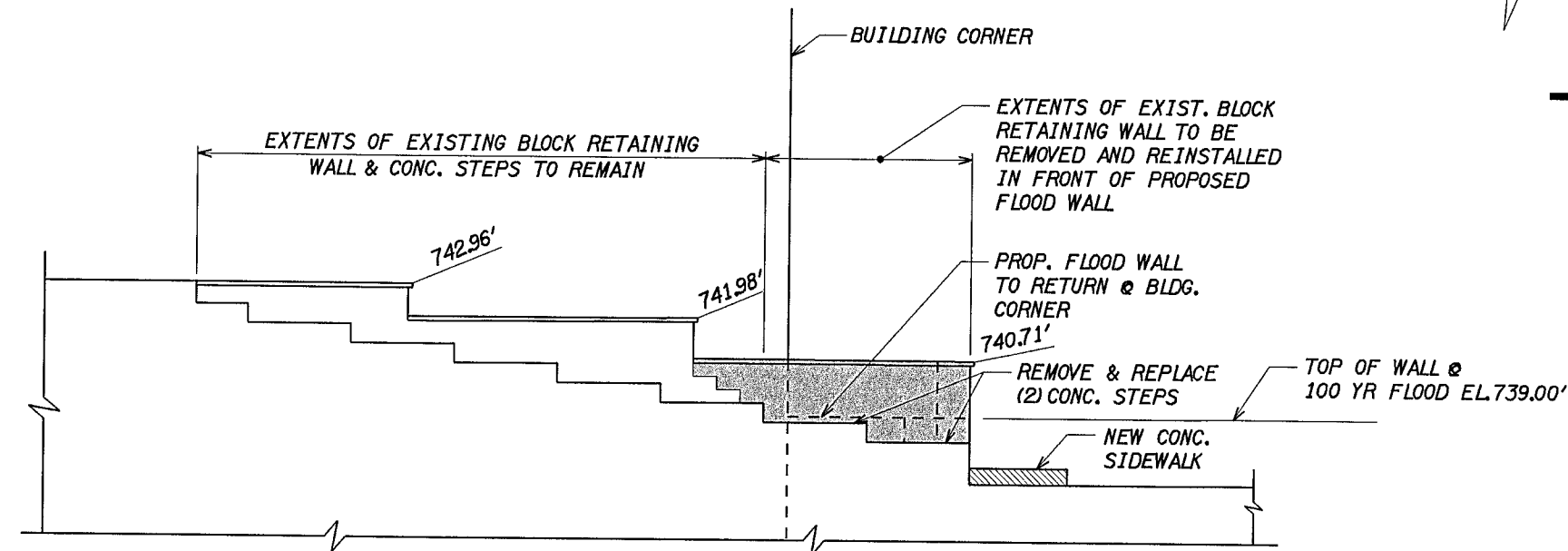
SCALE: 1/2" = 1'-0"

FOR TYPICAL WALL AND FOOTING REINFORCEMENT, SEE SECTION 1, SHEET S-3.



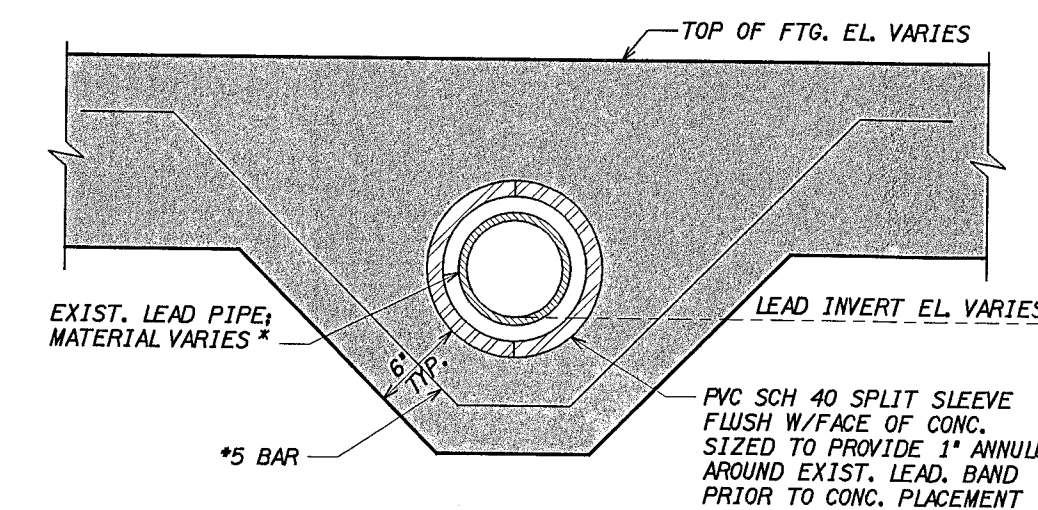
ELEVATION 5

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



SECTION 6

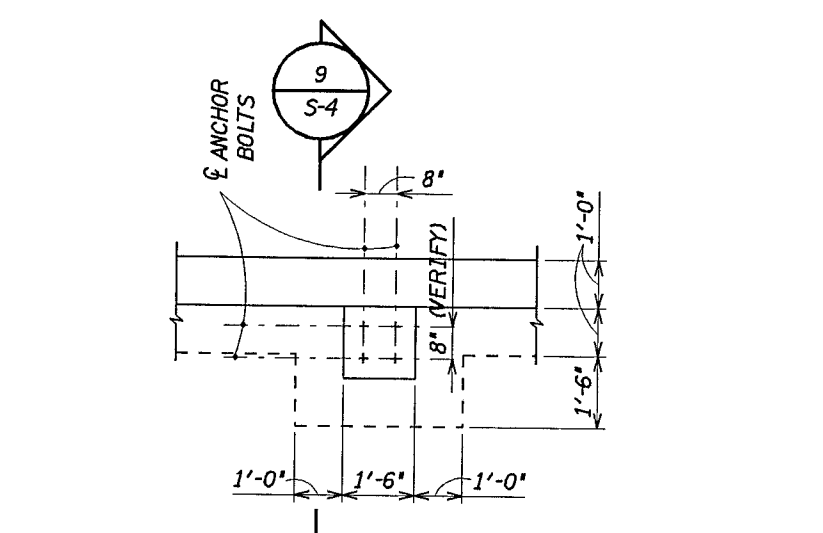
SCALE: 1/2" = 1'-0"



PIPE SLEEVE DETAIL

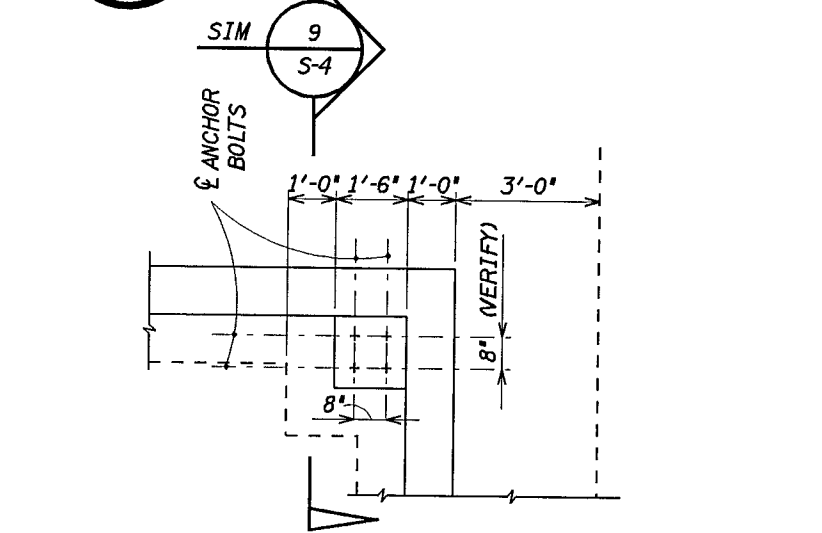
SCALE: 1" = 1'-0"

\*FOR CROCK PIPE, REPLACE EXISTING LEAD WITH SCH 40 PVC FOR A LENGTH EQUAL TO 1'-0" PAST FACE OF CONC., EACH SIDE. PVC SLEEVE W/1" ANNUUS STILL REQ'D.



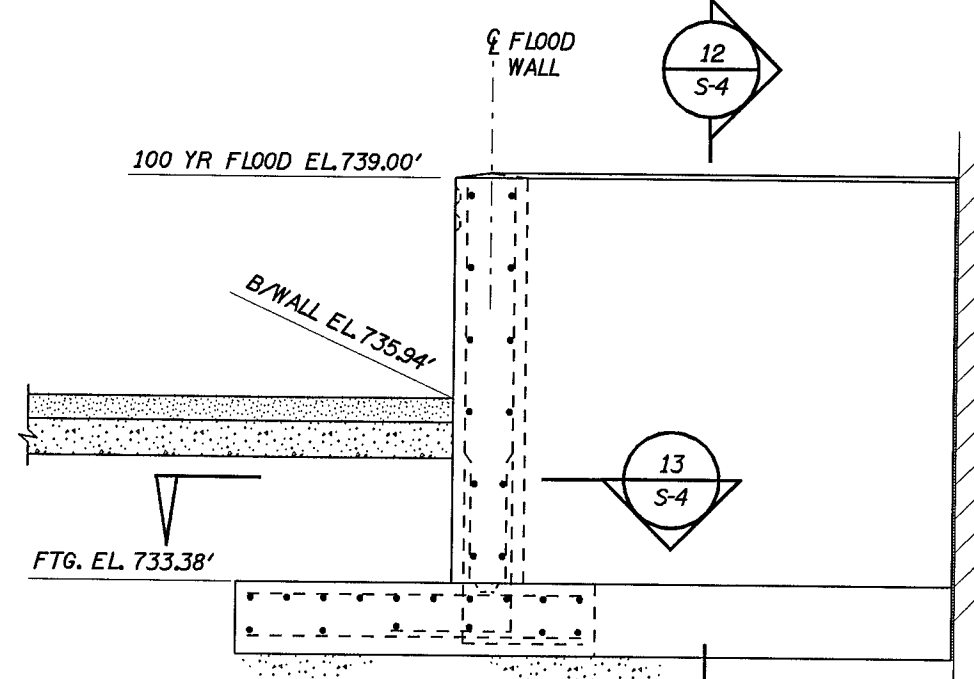
PLAN - DETAIL 7

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



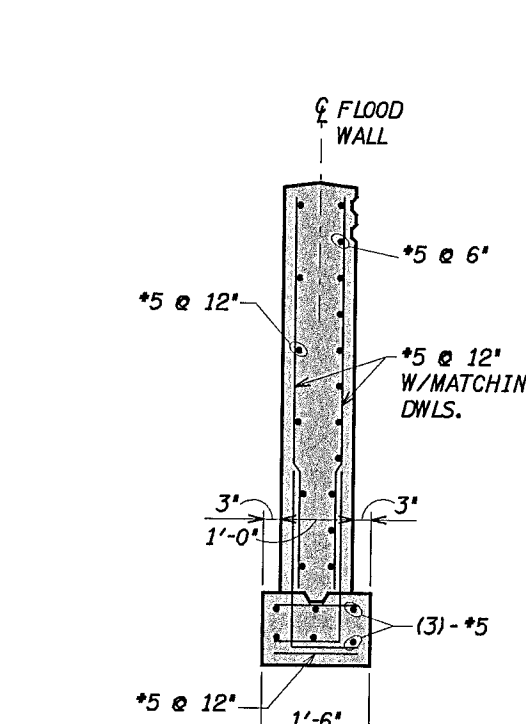
PLAN - DETAIL 8

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



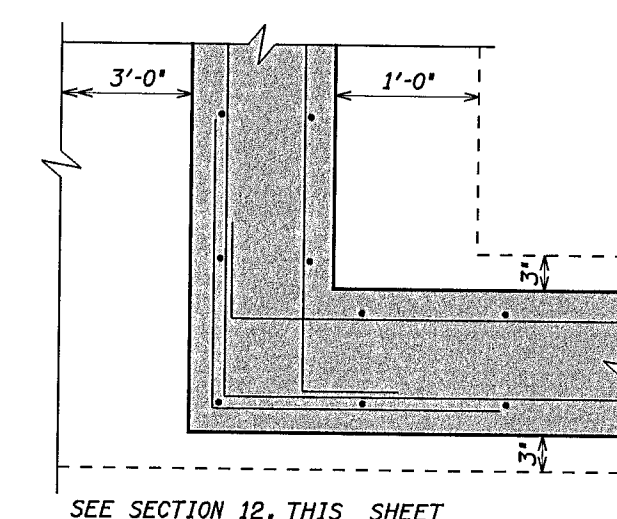
ELEVATION 11

SCALE: 3/4" = 1'-0"



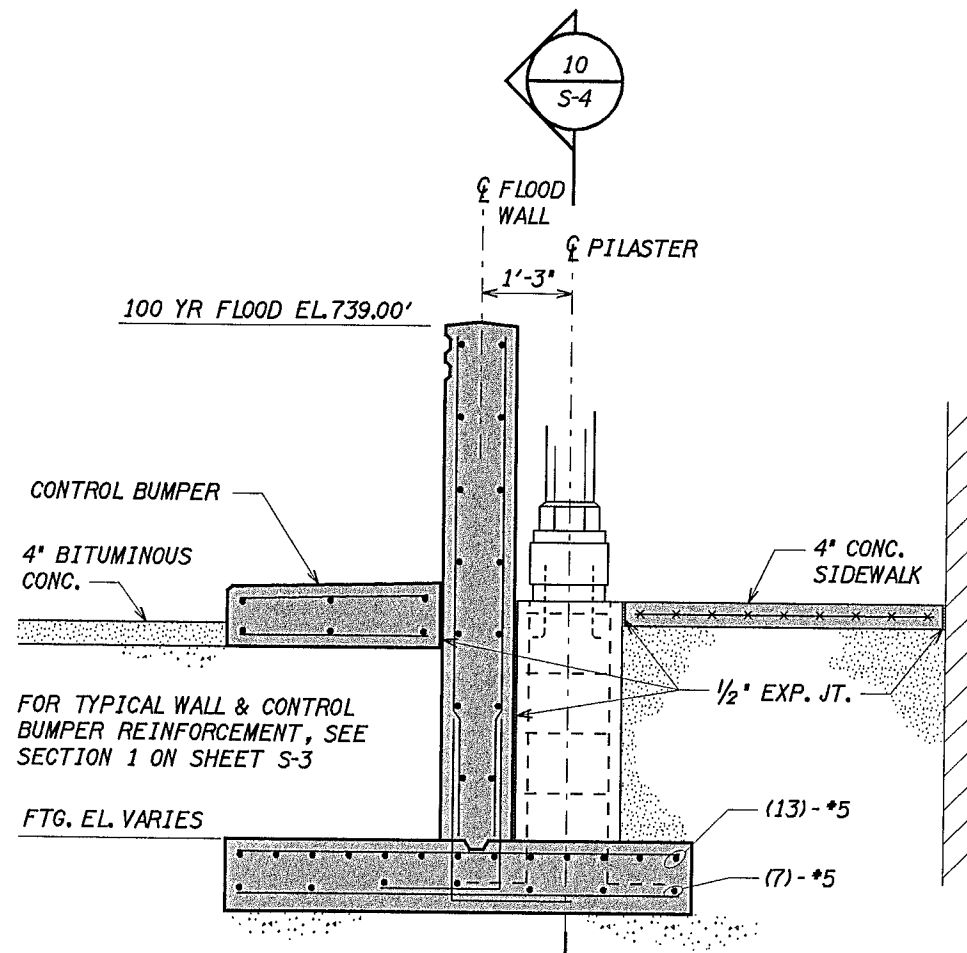
SECTION 12

SCALE: 3/4" = 1'-0"



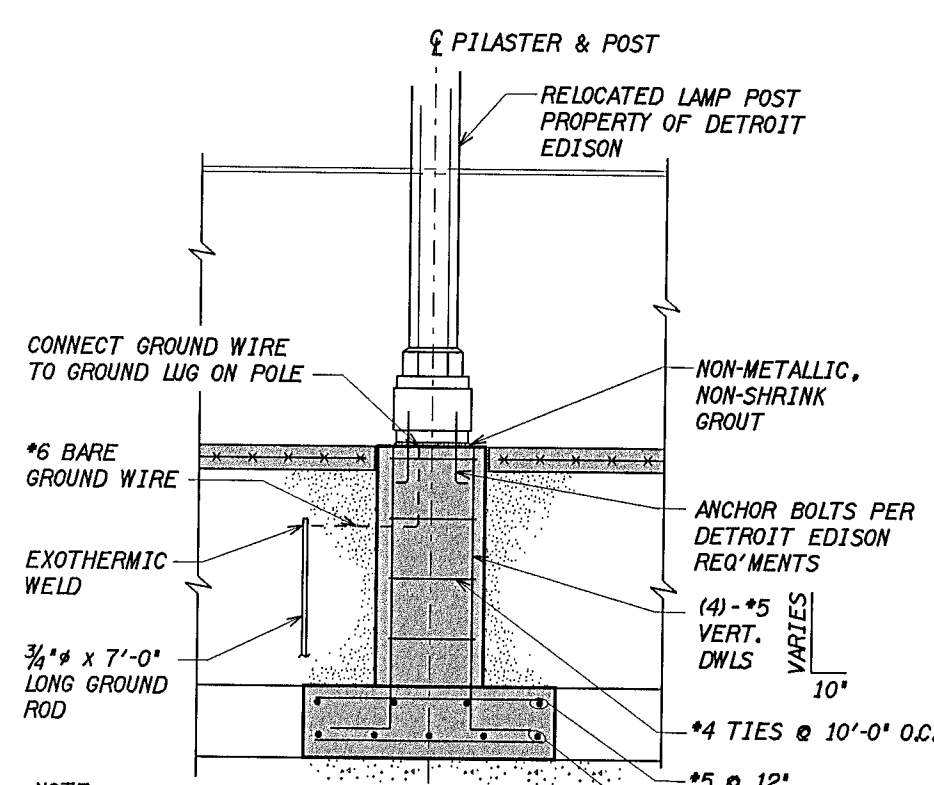
SECTION 13

SCALE: 3/4" = 1'-0"



SECTION 9

SCALE: 3/4" = 1'-0"



SECTION 10

SCALE: 3/4" = 1'-0"

NOTE: WELDING OF STEEL REINFORCEMENT WILL NOT BE PERMITTED.

City of Birmingham

151 Martin Street  
P.O. Box 3001  
Birmingham, MI 48012-3001

HRC

Hubbell, Roth &amp; Clark, Inc.

CONSULTING ENGINEERS

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DATE ADDITIONS AND/OR REVISIONS

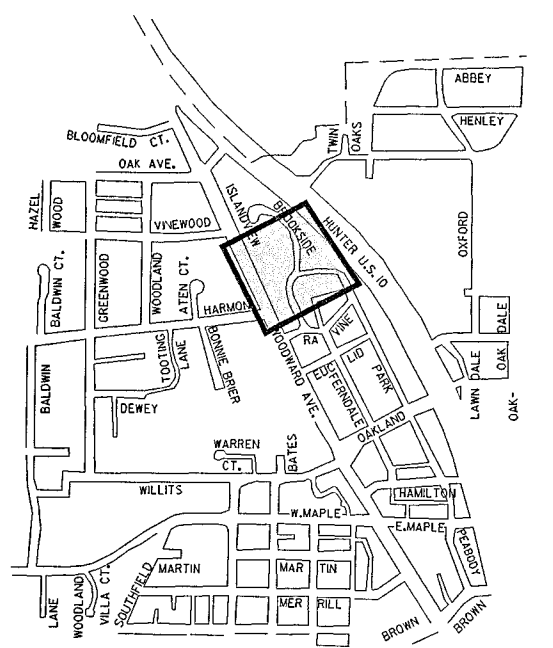
DESIGNED C.K.C.

DRAWN K.R.K.

CHECKED F.C.N.

APPROVED W.H.A.

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LOCATION MAP

CITY OF BIRMINGHAM  
PARKING LOT #6  
FLOOD PROTECTION

OAKLAND COUNTY MICHIGAN

NORTH AREA  
FLOOD WALL  
SECTIONS AND DETAILS

HRC JOB NO. 19980721 SCALE AS NOTED

DATE JULY 2002 SHEET NO. S-4

NOT FOR  
CONSTRUCTION





## **MEMORANDUM**

ENGINEERING DEPARTMENT

**DATE:** May 18, 2022

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

**FROM:** James J. Surhigh, Consulting City Engineer

**SUBJECT:** Cranbrook Non-Motorized Improvements – TAP Grant Project

---

### **INTRODUCTION:**

The proposed project is for construction of a new shared-use path along Cranbrook Road, between 14 Mile Road and Midvale Road, and extending new sidewalks from the path along 14 Mile Road west of Cranbrook, and along W. Lincoln Avenue east of Cranbrook, to provide enhanced multi-modal connectivity across the western part of the City. The State of Michigan Department of Transportation (MDOT) awarded the City a grant to help fund the construction of this project under their Transportation Alternatives Program (TAP). Initially, the TAP grant was awarded for MDOT FY21 (ending 9/30/21), however, the design of the project was delayed and MDOT agreed to shift funding to MDOT FY22 (ending 9/30/22). At this time, the design is nearly finalized, and MDOT will soon begin soliciting bids for construction of the project in order to obligate funding before the end of their fiscal year. Certain actions by the City are required in order to proceed with solicitation of bids, and this report will outline those necessary actions and provide suggested resolutions to be considered by the City Commission.

### **BACKGROUND:**

Cranbrook Road is under the jurisdiction of the Road Commission for Oakland County (RCOC). In 2019, when the RCOC approached the City about their plans for resurfacing Cranbrook Road in 2020, the City began discussing certain multi-modal improvements along Cranbrook that had been outlined in the City's 2013 Multi-Modal Plan. In September 2019, the proposed project and multi-modal options were presented to the Multi-Modal Transportation Board (MMTB), who ultimately made recommendations for certain elements to be pursued with RCOC. RCOC incorporated some of these elements in their road resurfacing project that was eventually constructed in 2021. Most notably was re-striping the road between Lincoln and Maple as a three-lane road, to replace the previous four-lane designation, which allowed for some space in the roadway for improving bicyclist's safety.

An element that was recommended by MMTB, but was not incorporated into the RCOC project, was construction of pedestrian facilities along Cranbrook, Lincoln and 14 Mile (also can be referred to as non-motorized improvements). Understanding that this would be pursued as a separate project, the MMTB recommended pursuing potential funding opportunities through MDOT's

Transportation Alternatives Program (TAP). One of the services that the Southeast Michigan Council of Governments (SEMCOG) provides is to help MDOT with administration of road, bridge and transportation funding programs in SEMCOG's region of the State. The City's transportation consultant, Flies & Vandenbrink (FV) prepared conceptual plans for the work and the TAP grant application to SEMCOG, and in March 2020, the City was notified that it was awarded a FY2021 TAP grant.

Detailed design of the project is being completed by the City's engineering consultant, Nowak & Fraus Engineers (NFE). While the design work started in the spring of 2020, it is just now being finalized. Two factors contributed to this delay. The first reason was complications caused by the onset of the Covid-19 pandemic, which interrupted the beginning of the design process, and had an impact throughout as obtaining other services and agency reviews were hampered along the way. Possibly contributing more to the delay, was discovery that RCOC did not own as much right-of-way as previously thought, by both RCOC and the City, within which the proposed shared-use path was to be constructed. While RCOC was finalizing their plans for resurfacing Cranbrook Road in 2020, an internal audit by their right-of-way department concluded that they did not own more than the 33-foot "statutory" right of way across the parcel of land owned by the Birmingham Public School District (BPS) where Seaholm High School is located.

When the TAP grant application was submitted in late 2019, a number of temporary construction easements, and one relatively small permanent easement were expected to be necessary to construct the proposed project. The need to obtain the much larger easement along the entire length of the BPS parcel delayed the start of the easement acquisition process as some redesign of the path was completed to reduce the size of the easement. The City began the process of obtaining the permanent and temporary easements needed for construction of the proposed project in June 2021 by engaging the services of Hubbell, Roth & Clark (HRC) right-of-way acquisition specialists. Because the TAP grant was already awarded when the easement acquisition process began, MDOT has rules that must be followed that include completing appraisals of parcels and making fair-market offers for any easements. Appraisals and offer letters were completed in January 2022, and sent to all property owners. Communications and negotiations have been ongoing since then, and at this time, we have come to terms with all of the property owners that need to grant an easement.

Also complicating the process was that the City requested RCOC delay the Cranbrook Road resurfacing project from 2020 to 2021 construction season due to the City having Maple Road under construction in 2020. RCOC agreed to delay their project, but then by putting it in 2021, would not allow construction of the shared-use path to be completed until 2022. We requested that SEMCOG & MDOT shift the TAP funding for this project from FY21 to FY22, to which they agreed. Funds for FY22 projects must be obligated by September 30, 2022.

For projects utilizing TAP funding, the projects are administered by MDOT's Local Agency Program (LAP). MDOT is responsible for advertising the project and receiving the bids. Assuming they receive acceptable bids, they will recommend award of the project and prepare an agreement between the City and MDOT for construction of the project. The construction agreement will be based on the bid results. The construction agreement will be presented to the City Commission at a future date. MDOT enters the contract with the contractor, and the City pays MDOT for the work in accordance with the agreement.

Before the project can be considered complete and be advertised by MDOT, certain actions must be completed by the City or design team:

- A. Prepare final engineering design plans & specifications, and secure any required permit approvals (being completed by NFE)
- B. Certification of possession of the right of way or property required to develop the project (being completed by NFE after easements are recorded at Oakland County Register of Deeds)
- C. Certification that non-Federal matching funds are secured, available, and committed for use in constructing the project

According to the LAP FY2022 Project Planning Guide, the timeline for the project is to submit the final right-of-way certification to LAP by 7/8/2022, followed by submittal of final plans and specifications by 7/22/2022, which result in a bid letting (or opening) date of 10/7/2022. With bids received, LAP will finalize the construction agreement between MDOT and the City, and that agreement will be presented to the City Commission at a future date. Construction on the project would not be expected to begin until November at the earliest, and will carry-over into the spring of 2023. We will expect to complete the grading and retaining wall work in front of the Lincoln Hills Golf Course in the fall of 2022 to minimize disruption of operations in the prime golf season. Some of the other proposed retaining wall construction, tree removals, and rough grading may also be able to be started in 2022. The bulk of the construction work, including the concrete paving for the shared-use path and sidewalks, as well as final turf restoration, will be completed in 2023. We anticipate a substantial completion date being set for 6/30/2023, and a final completion date being set for 7/28/2023.

At this time, the City Commission is asked to consider the resolutions presented under the Suggested Commission Action section of this report to certify that the necessary matching funds are committed to the project, and to authorize payment for the necessary easements.

#### **LEGAL REVIEW:**

The City Attorney has reviewed the suggested resolutions and offers no further comment.

#### **FISCAL IMPACT:**

This project has been planned and is included in the approved FY21/22 budget. The budget items include \$325,000 in Major Streets account 202-449.001-981.0100 and \$160,000 in General Fund, Sidewalks account 101-444.001-981.0100. The TAP award amount is for \$560,349 after considering the planned 20% City match. Therefore, the total project budget is \$1,045,349.

The TAP grant is intended to help fund construction costs only, and other project costs, including design engineering, administration, easement acquisition, and construction engineering and inspection costs are the City's responsibility. The TAP grant amount that was awarded was based on an estimated construction cost of \$700,364 that was included in the grant application in 2019, and was for 80% of that estimated amount. The current Engineer's Estimate for construction cost is approximately \$1,009,700, with most of the change in estimated cost being general construction increases in costs due to material and labor price increases. The estimated amount of the other project costs are listed on the attached Project Budget/Expenditure Worksheet, and include \$77,023 in easement acquisition expenses. The current estimated project cost is \$1,505,000, and a budget amendment is needed to cover the anticipated project costs:

Fund Name	Account Number	Approved FY21/22 Budget	Requested Amendment Amount	Proposed FY21/22 Budget
Major Streets	202-449.001-981.0100	\$ 325,000	\$ 298,500	\$ 623,500
Sidewalks	101-444.001-981.0100	\$ 160,000	\$ 161,200	\$ 321,200
	TAP Grant Award			\$ 560,349
	TOTAL PROJECT BUDGET			\$ 1,505,049

#### **PUBLIC COMMUNICATIONS:**

The conceptual design of the project was presented to the public at the MMTB meeting in September 2019. Individual property owners who are granting easements have been informed about the project. Going forward, a project page will be put on the City's website to provide information to the public, and during construction, residents in the affected area will be communicated with through the use of flyers/notices, email updates, and in general through the City's social media outlets.

#### **SUMMARY:**

The Cranbrook Non-Motorized Improvements project, which includes construction of a new 10-foot wide shared-use path along Cranbrook Road and sidewalk extensions along 14 Mile Road and W. Lincoln Avenue, is being planned for construction in late 2022 and spring of 2023. The City was awarded a TAP Grant from MDOT to support funding of the construction of this project. The terms of the grant award require the project to be administered through MDOT's Local Agency Program (LAP). In order for MDOT LAP to solicit bids for the project, the City must certify that non-Federal matching funds are secured, available, and committed for use in constructing the project, and be able to certify possession of right-of-way or property required to develop the project.

#### **ATTACHMENTS:**

- MDOT TAP Grant Summary
- TAP Pre-Implementation Project Development Guide
- MDOT LAP FY2022 Planning Guide
- Engineering Project Budget/Expenditure Report dated 5/17/22
- Written Offer forms for proposed easements on six parcels at 2301 W. Lincoln Ave, 2333 W. Lincoln Ave, 2355 W. Lincoln Ave, 2371 W. Lincoln Ave, 2436 W. Lincoln Ave, and 2444 Polo Place.
- TAP Grant Application for project
- Copy of email correspondence regarding extension of TAP grant funding to FY2022
- MMTB Agenda Packet from 9/5/2019 meeting related to project
- MMTB Meeting Minutes from 9/5/2019 meeting



**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to certify that non-Federal matching funds are secured, available, and committed for use in constructing the Cranbrook Road Non-Motorized Improvements project;

To approve the proposed compensation for temporary and permanent easements required for the project, and to authorize Scott Z. Zielinski, Assistant City Engineer to sign the written offers for said easements on behalf of the City;

Further to approve the appropriations and budget amendments to the Fiscal Year 2021-2022 budget as follows:

Major Streets Fund

## Revenues:

Draw from Fund Balance #202-000.000-400.0000	\$ <u>623,500</u>
Total Revenue Adjustments	\$ <u>623,500</u>

## Expenditures:

Public Improvements #202-449.001-981.0100	\$ <u>623,500</u>
Total Expenditure Adjustments	\$ <u>623,500</u>

Sidewalk Fund

## Revenues:

Draw from Fund Balance #101-000.000-400.0000	\$ <u>321,200</u>
Total Revenue Adjustments	\$ <u>321,200</u>

## Expenditures:

Public Improvements #101-444.001-981.0100	\$ <u>321,200</u>
Total Expenditure Adjustments	\$ <u>321,200</u>



# Grant Summary

Grant Type: Transportation Alternatives Program  
Grant Number: 2020001

Section	Applicant	Description (rpt)	Current Grant Amount	Total Match	Total Amount	Grant %	Status	Grant Year
01	City of Birmingham	Cranbrook Road Non- Motorized Improvements	\$560,349.00	\$140,087.00	\$700,436.00	80.00%	Approved	2021
Total:			\$560,349.00	\$140,087.00	\$700,436.00	80.00%		

Section Grant Section Description

01 SEMCOG FY 2021 TAP AWARD SUMMARY  
The City of Birmingham will install bicycle and pedestrian facilities in the southwest portion of the city within the Cranbrook Road Corridor. The primary facilities are a shared use path and crosswalk facilities along Cranbrook Road from W. Maple to Fourteen Mile Rd. The project will also include sidewalks and crosswalks on 14 mile Road and Lincoln Street. Additionally, sharrows and bike route signage will be installed on Midvale Street. The project is being coordinated with a Road Commission for Oakland County Road and Bloomfield Township projects on Cranbrook Road that includes a road diet and sidewalk improvements. Together these projects connect residents to Seaholm High School, the Birmingham-Bloomfield Art Center, and the bicycle and pedestrian network in Birmingham, Bloomfield Township and Beverly Hills. The total project cost is \$700,436. Federal funds from SEMCOG's FY 2021 TAP allocation are set at \$560,349. Local match of \$140,087 will be provided by City of Birmingham

## **Nonmotorized Funding Condition**

This project must be designed and constructed in accordance with the standards in the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 2012 edition. The standards for off-road trails include a minimum 10' width with a minimum of 2' clear zone on each side. The standards for bridges or boardwalks include a minimum 14' width between rub rails. In addition, bridges and boardwalks should meet a minimum H-10 design load rating. For roadways with no curb and gutter, the standards for on-road paved shoulders include a minimum 4' width facility on each side of the road. If parking is permitted, the standards for bike lanes include a minimum width of 5'. The project must also be designed and constructed in accordance with the Michigan Manual on Uniform Traffic Control Devices (MMUTCD).

## **Historic Condition for Non-Historic Preservation**

This project must be designed and implemented in accordance with the Secretary of the Interior Standards for Rehabilitation (National Park Service, 1990). The applicant must submit design plans to the State Historic Preservation Office (SHPO) for review as part of the overall environmental clearance for the project (see the MDOT Local Agency Programs (LAP) website [www.michigan.gov/mdotlap](http://www.michigan.gov/mdotlap), for SHPO Environmental Review form and instructions). The SHPO will determine whether or not the design complies with the Standards. If the design does not comply with the Standards, the applicant must alter the design to address SHPO comments before the grant award will be approved and subsequent federal obligation is requested.

## **NEPA Condition**

This project shall adhere to the regulations set forth under the National Environmental Policy Act of 1969, as amended. (Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, 4(b), Sept. 13, 1982). This project is required to analyze and report on certain environmental, economic, and social conditions which may be impacted as part of the project undertaking. A complete and approved Local Agency Environmental Clearance Form (Form 5323) must be on file with the Michigan Department of Transportation Local Agency Programs unit prior to requesting obligation of funds. The form can be found on the MDOT Forms Repository webpage: [mdotjboss.state.mi.us/webforms/](http://mdotjboss.state.mi.us/webforms/)

## **Funding Condition**

Transportation Alternatives Program (TAP) funding is conditional upon the items mentioned in the correspondence from the MDOT Office of Economic Development conveying the conditional commitment, supporting documentation, as well as fund availability. Federal transportation funding could be subject to congressional approval of a rescission, reducing or eliminating the remaining unobligated funds. The amount of TAP funding that Congress has authorized for expenditure is provided on a first come, first served basis to the projects that have completed the steps necessary to request federal fund authorization from the Federal Highway Administration. These steps typically include submitting completed plans, a cost estimate, specifications, and obtaining all necessary permits, clearances, an executed agreement, and matching funds.

## **Important Note on TAP Funding for Local Agencies**

Federal TAP funds shall be applied to the eligible items of the total participating project cost up to the lesser of: (1) the TAP grant amount, or (2) an amount such that 80 - 81.85 percent, the maximum federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the participating project cost, after deduction of TAP Funds, shall be the responsibility of the grant applicant. All of the non-participating cost shall be the responsibility of the grant applicant. In addition to the limits mentioned above, TAP funds are capped at the applicable low bid amount and shall not be applied to any extra construction costs or construction over-runs; these costs shall be the responsibility of the grant applicant.

## **Implementation Requirement**

This project must be let through the Michigan Department of Transportation (MDOT) Letting Process.

## **Transportation Alternatives Program (TAP) Funding Conditions for Implementation**

### **Funding Condition**

Transportation Alternatives Program (TAP) funding is conditional upon the items mentioned in the correspondence from the MDOT Office of Economic Development conveying the conditional commitment, supporting documentation, as well as fund availability. Federal transportation funding could be subject to congressional approval of a rescission, reducing or eliminating the remaining unobligated funds. The amount of TAP funding that Congress has authorized for expenditure is provided on a first come, first served basis to the projects that have completed the steps necessary to request federal fund authorization from the Federal Highway Administration. These steps typically include submitting completed plans, a cost estimate, specifications, and obtaining all necessary permits, clearances, an executed agreement, and matching funds.

### **Nonmotorized Funding Condition:**

This project must be designed and constructed in accordance with the standards in the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 2012 edition. The standards for off-road trails include a minimum 10' width with a minimum of 2' clear zone on each side. The standards for bridges or boardwalks include a minimum 14' width between rub rails. In addition, bridges and boardwalks should meet a minimum H-10 design load rating. For roadways with no curb and gutter, the standards for on-road paved shoulders include a minimum 4' width facility on each side of the road. If parking is permitted, the standards for bike lanes include a minimum width of 5'.

The project must also be designed and constructed in accordance with the [Michigan Manual on Uniform Traffic Control Devices](#) (MMUTCD) and meet the spirit of the [Americans with Disability Act](#).

### **Important Note on TAP Funding for Local Agencies**

Federal TAP funds shall be applied to the eligible items of the total participating project cost up to the lesser of: (1) the TAP grant amount, or (2) an amount such that 80 - 81.85 percent, the maximum federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the participating project cost, after deduction of TAP Funds, shall be the responsibility of the grant applicant. All of the non-participating cost shall be the responsibility of the grant applicant. In addition to the limits mentioned above, TAP funds are capped at the applicable low bid amount and shall not be applied to any extra construction costs or construction over-runs; these costs shall be the responsibility of the grant applicant.

### **Implementation Requirement**

This project must be let through the Michigan Department of Transportation (MDOT) Letting Process.



## **Transportation Alternatives Program (TAP) PRE-IMPLEMENTATION PROJECT DEVELOPMENT GUIDE**

This guide identifies the primary actions required to develop a TAP project to the point that it is ready for implementation. This Guide includes a “Summary” section that highlights each step necessary to successfully implement your project as well as a “Details” section to provide additional information and guidance. If you have any questions or require additional assistance, please contact Brian Pawlik from SEMCOG at (313) 324-3426 or [pawlik@semcog.org](mailto:pawlik@semcog.org); or Vince Ranger from MDOT at (248) 483-5130 or [rangerv@michigan.gov](mailto:rangerv@michigan.gov).

### **Summary:**

#### **1. Update Project Schedule**

Please review the project schedule in the MDOT Grant System (MGS), and make updates if necessary, within 30 business days. The project schedule will be used to monitor progress.

#### **2. Prepare a Grade Inspection Submittal Package for MDOT Local Agency Program (LAP) Review**

This includes your 80% complete construction plans, special provisions, updated cost estimate and a Programming Application.

#### **3. Satisfy Project Requirements**

##### **a.) Right of Way certification**

See Attachment A and/or B of the Programming Application.

##### **b.) Certify match**

Certify matching funds available via agency resolution.

##### **c.) Satisfy other conditions**

#### **4. Submit Agency Resolution**

The Agency Resolution should:

##### **a.) Certify that all financing is in place, including match funds.**

##### **b.) Certify maintenance commitment.**

##### **c.) Authorize agency agent.**

### **Details:**

#### **1. Update Project Schedule: Please review the project schedule in the MDOT Grant System (MGS), and make updates if necessary, within 30 business days.**

An MDOT Local Agency Programs Project Planning Guide can be found at:

[https://www.michigan.gov/documents/mdot/FY\\_2021\\_Planning\\_Draft\\_Final\\_for\\_posting\\_061220\\_693703\\_7.pdf](https://www.michigan.gov/documents/mdot/FY_2021_Planning_Draft_Final_for_posting_061220_693703_7.pdf)

SEMCOG TAP funds must be obligated within the 2021 fiscal year and before the Federal Highway Administration cuts off funding authorization. The cut-off date might be earlier than the end of the fiscal year depending on the number of projects obligated

early on. **If a project is not obligated within fiscal year 2021 the project's funds may be subject to rescission.**

Please adjust your project schedule in MGS to reflect the Obligation target date on the LAP Project Planning Guide, which occurs roughly around the time that the Final package is sent to LAP. **If there are any changes to the project schedule please let SEMCOG or MDOT know as soon as possible.**

## **2. Prepare a Grade Inspection Submittal Package and a Programming Application.**

**Your package must include:**

### **a) Completion of the engineering design for the project**

Engineering design must be accomplished by the recipient. When your plans are 80% complete they should be submitted to LAP for review at a grade inspection (GI) meeting. Your submittal package should also contain all of the necessary special provisions as well as an updated cost estimate. A GI meeting is then scheduled at which final notes on the plans and instructions on developing and processing the project bid package are provided.

### **b) Completion of the Programming Application**

The Programming Application packet can be found at:

- <http://mdotcf.state.mi.us/public/webforms/public/0259.pdf>

All instructions for implementing TAP projects are available at the website for MDOT's Local Agency Programs Unit (LAP), at [www.michigan.gov/mdotlap](http://www.michigan.gov/mdotlap). LAP is responsible for all aspects of TAP project implementation for county road commission, city, and village applicants. LAP's role in project development begins with the issuance of an award by SEMCOG.

All forms in the Programming Application packet must be completed and approved by LAP before a project is advertised to contractors for bids.

## **3. Satisfy Project Requirements**

Every project must meet the following requirements: right of way certification, and match certification. Guidance for the requirements is as follows:

### **a.) Certification of possession of the right of way or property required to develop the project.**

This certification is accomplished through completion of the Programming Application. The Programming Application forms are designed to ensure that certain federal requirements are met by the recipient of federal funding. The entire set of forms may be completed simultaneously during the time the actions required to satisfy the project requirements conditions are being completed.

In the Programming Application packet, the specific forms used to meet the right of way certification requirement are identified as Attachment A, Property Acquisition Information and Attachment B, Property Acquisition Certification. If the TAP project involves the *acquisition* of right of way or property, both Attachment A and Attachment B must be completed. For projects for which property is already in the possession of the recipient, only completion of Attachment B is necessary.

**b.) Certification that non-federal matching funds are secured, available, and committed for use in constructing the project.**

Certification is accomplished by adoption of a resolution of the recipient agency's legislative body that the non-federal match funding indicated is available for expenditure on the project.

Implicit in this action is the assumption that the legislative body has control over the funds being committed. In cases where some or all of the match will be provided to the recipient agency by other organizations, the resolution should cite by what means the agency is assured control over that money (by way of contract or letter, and/or adopted resolutions from the contributing organizations, similarly committing funding to the specific project.) Copies of such agreements and resolutions should be provided with the agency's certification resolution.

**c.) Other conditions as defined for this project (*please reference "TAP Funding Conditions" document, which is attached to the award email*).**

**4. Submit Agency Resolution Upon Meeting Project Requirements**

Once the actions above have been accomplished, *you can submit an official resolution from the local governmental agency to the MDOT Office of Economic Development.*

The agency resolution required to certify matching funding should be expanded to accommodate several other actions required for TAP project implementation. The resolution should:

- a.) Certify that the financing is secured, available, and committed for use in constructing the project.** This includes matching funds, nonparticipating funds if applicable, and cash flow available for a locally let project.
- b.) Commit the applicant to owning, operating, and funding/implementing a maintenance plan/program over the design life of the facility constructed with TAP funds.**
- c.) Authorize a specific employee, official, or agent to act as the applicant agency's agent during project development and sign a project agreement upon receipt of a funding award.**

**Local Agency Programs (LAP)  
FY 2022 Project Planning Guide**

**May 2022**

	SUBMIT NEPA DOCUMENTATION (MDOT FORM 5323) TO LAP. 2-6 MONTHS BEFORE GI SUBMITTAL DATES SHOWN HERE ARE APPROXIMATELY 4 MONTHS PRIOR TO GI SUBMITTAL DATES	FOR BRIDGE PROJECTS, SUBMIT TYPE, SIZE, AND LOCATION (TS&L) DOCUMENTS TO LAP		SUBMIT ACCEPTABLE GRADE INSPECTION PACKAGE TO LAP	APPROXIMATE GRADE INSPECTION MEETING DATE		SUBMIT FINAL ROW CERTIFICATION (ATTACHMENT B) TO LAP	SUBMIT FINAL DOCUMENTS TO LAP	LAP FORWARDS FINAL SUBMITTAL TO SPECS & ESTIMATES	LETTING DATE				
LA begins Project Design. Prepare NEPA Form 5323, and forward to MDOT LAP between 2 and 6 months before GI submittal.		03/29/21	M	05/03/21	M	06/02/21	W	07/02/21	F	08/06/21	F	10/01/21	F	
		05/03/21	M	06/07/21	M	07/07/21	W	08/06/21	F	09/10/21	F	11/05/21	F	
	03/08/21	M	06/01/21	M	07/06/21	T**	08/04/21	W	09/03/21	F	10/08/21	F	12/03/21	F
	04/12/21	M	07/06/21	T**	08/09/21	M	09/08/21	W	10/08/21	F	11/12/21	F	01/07/22	F
	05/11/21	M	08/02/21	M	09/07/21	T**	10/06/21	W	11/05/21	F	12/10/21	F	02/04/22	F
	06/07/21	M	08/30/21	M	10/04/21	M	11/03/21	W	12/03/21	F	01/07/22	F	03/04/22	F
Also begin utility notification and coordination, coordination with railroads if applicable, coordination with MDOT for traffic and pedestrian signal work, permit application, property acquisition, etc.	07/06/21	T**	09/27/21	M	11/01/21	M	12/01/21	W	01/03/22	M**	02/04/22	F	04/01/22	F
	08/09/21	M	11/01/21	M	12/06/21	M	01/05/22	W	02/04/22	F	03/11/22	F	05/06/22	F
	09/07/21	T**	11/29/21	M	01/03/22	M	02/02/22	W	03/04/22	F	04/08/22	F	06/03/22	F
	10/04/21	M	12/27/21	M	01/31/22	M	03/02/22	W	04/01/22	F	05/06/22	F	07/01/22	F
	11/08/21	M	01/31/22	M	03/07/22	M	04/06/22	W	05/06/22	F	06/10/22	F	08/05/22	F
	12/06/21	M	02/28/22	M	04/04/22	M	05/04/22	W	06/03/22	F	07/08/22	F	09/02/22	F
	01/10/22	M	04/04/22	M	05/09/22	M	06/08/22	W	07/08/22	F	08/12/22	F	10/07/22	F
	02/07/22	M	05/02/22	M	06/06/22	M	07/06/22	W	08/05/22	F	09/09/22	F	11/04/22	F

Please Note:

See the attached guidance use document, "Local Agency Program (LAP) Project Planning Guide"

\*\* date adjusted for holiday

Dates shown for NEPA document submittal are generally 4 months before GI submittal. However LAP recommends NEPA submittal 2-6 months before GI submittal

All bridge projects (bridge replacement and major rehabilitation regardless of funding) require a TS&L submittal.

For projects that may require an Environmental Assessment (EA), submit the EA document to LAP at least one year prior to submitting the Program Application.

For projects which FHWA has identified as Projects of Divisional Interest (PODI), submit Plans, Proposal, and Estimate to LAP at least two weeks prior to the dates shown in this guide.



## Local Agency Program Project Planning Guide

### May 2021

The goal of this document is to discuss the project development process for local agency projects let by Michigan Department of Transportation (MDOT). The suggested time frames below can vary due to the differences in complexity of projects; however, experience shows that local agency projects have a life cycle similar to that outlined below, from initial submittal to the desired letting date. The schedule does not account for or presume that sufficient federal fund obligation authority will be available during a given fiscal year. Such obligation authority availability may affect the project schedule by delaying the project, or possibly causing the project to be withdrawn or cancelled due to lack of sufficient funding.

Please note that this schedule does not apply to special funding programs such as the Emergency Response (ER) program, or to innovative delivery methods such as design-build and fixed-price-variable-scope (FPVS) projects. For potential non-design-bid-build projects, please contact the MDOT Local Agency Program (LAP) Supervisor or the MDOT Innovative Contracting Unit Supervisor.

#### **26+ Weeks Before Desired Letting Date – Local Agency Begins Project Design:**

- Complete and submit National Environmental Policy Act (NEPA) Requirements Form, MDOT Form 5323, available at [5323](#). For projects that may require an Environmental Assessment (EA), submit the EA document to LAP at least one year before making the Grade Inspection (GI) submittal.
  - MDOT Form 5323 is required for all projects. For all projects which include two or more job numbers, submit one 5323 form to include the entire project.
  - The timeframe for submittal will be dependent on the complexity of the project and is currently recommended at 2 to 6 months prior to the GI submittal. The additional time is needed so that MDOT can review and approve the NEPA classification for the project.
  - Submit the completed Form 5323 to the appropriate LAP Project Development Engineer (PDE). The PDE will begin reviewing the form and will reply with comments.
  - After the PDE receives the Form 5323, MDOT will create a ProjectWise (PWZ) folder for the project upon receipt. If additional permissions for folder access are needed, please request these permissions in your submittal. **PLEASE DO NOT MAKE A SEPARATE REQUEST TO MDOT, OR THE MDOT PROJECTWISE TEAM, FOR CREATION OF THE PROJECTWISE FOLDERS.**
- Complete Public Stakeholder Involvement- at a minimum, as required by NEPA and project type.
- Complete Utility Notification and Coordination.
- Begin Property Acquisition, if needed.
- Prepare an application for a Section 106 review and submit the application to the Michigan State Historic Preservation Office (SHPO). Reminder: The application must be completed by an individual/firm that meets the SHPO's qualifications. Also contact representatives of the 12 recognized Tribal Governments if required, request their input in

the project, and maintain records of the correspondence. Because each tribal government is a recognized sovereignty, contacts must be between governmental units. Therefore, the Act 51 Local Agency, which is a governmental unit, must make the tribal contact, and the local agency's consultant or any other designated person or group, shall not make the contact.

- Complete all soil investigation and geotechnical study tasks as required, for structures including bridges, boardwalks, and retaining walls; proposed signal poles; and watermain and sewer work).
- Prepare and submit applications for necessary permits, and coordinate with other agencies and departments (U.S. Army Corps of Engineers, MDOT, other local agencies, etc.).
- If a railroad is located within the project limits or on an alternate or detour route, contact the railroad owner for concurrence, determine if a Diagnostic Safety Review (DSTR) meeting is needed, attend the meeting as necessary, and incorporate the DSTR recommendations into the design package. A guide for railroad requirements can be found on the LAP website ([www.michigan.gov/mdotlap](http://www.michigan.gov/mdotlap)), at Railroad Crossing Within or Near Project Limits .
- If a MDOT signal, beacon, actuation devices, or other types of controllers or facilities are present within the project limits or on an alternate or detour route and any work is proposed to the devices (including pedestrian signals and devices, traffic loops, signal bagging, signal timing), contact your LAP Staff Engineer to submit a layout request to the MDOT Signal Unit. **A MDOT prequalified engineering firm will be required to complete all design work on such items located within the MDOT right of way, except for in-kind replacement of loops.**
- Begin compiling data required for completion of the Work Zone Safety and Mobility checklists.
- Complete a diagonal parking study, if needed.
- If combining work with an adjacent MDOT Trunkline project, contact the local TSC to begin design coordination.
- Confirm the project is listed correctly in the Statewide Transportation Improvement Plan (S/TIP), including the project location, limits, work type, project funding, and the fiscal year for which the funding is proposed to be obligated.
- For bridge projects proposing bridge replacement or major rehabilitation regardless of the funding source, prepare a Type, Size and Location (TS&L) and forward it to the appropriate LAP Staff Engineer, at least 5 weeks prior to submitting the grade inspection documents.

#### **20+ Weeks Before Desired Letting Date – GI Submittal:**

- Prepare an acceptable Grade Inspection (GI) submittal package, including but not limited to, the correct program application, project construction plans (no less than 80% complete), preliminary construction cost estimate in both .pdf and .xml file formats, unique special provisions, progress clause, Special Provision for Maintaining Traffic, HMA Application Estimate, coordination clauses as necessary, all necessary reviews and studies (railroad DSTR, crash history reports and analyses, diagonal parking study, etc), and requests for design exceptions or variances. Be sure to include all pages of the program application, even if no information is needed on individual pages. Also include

Attachments A and B, summarizing the property acquisition, included in the program application.

- Place the GI submittal files in Folder 3 of PWZ
- Notify the appropriate LAP Staff Engineer of the GI submittal by email. If you use the state change process in PWZ, then PWZ will generate a notification email. Please ensure that the email has the correct LAP Staff Engineer listed, and that the email is sent.
- The LAP Staff Engineer (or as-needed consultant) will contact the local agency to schedule the GI meeting. The meeting typically occurs 15-30 days after LAP receives an acceptable GI submittal.
- Complete property acquisition, including such instruments as temporary permits to construct and permanent easements. Update and complete Attachments A and B as necessary, Add the updated and signed Attachment "B" pages of the program application to Folder 3 of PWZ and notify the LAP Staff Engineer as soon as possible, but no later than 13 weeks before the desired letting date.

### **13+ Weeks Before Desired Letting Date – Submit Final Package:**

- Ensure that all necessary S/TIP amendments or modifications have been completed and approved.
- Prepare the checklist of Frequently Used Special Provisions (FUSP), Special Specifications (SS), and Notice to Bidders (NTB), found at <https://mdotcf.state.mi.us/public/dessssp/spss/index.cfm?cookietest=true>
- Prepare final documents based on the GI meeting comments, including, but not limited to, the final construction plans, itemized construction cost estimate in both xml and pdf formats, unique special provisions, and all other proposal documents, all with all GI comments addressed.
- Place all final documents, including those items listed in this section above, as well as all approved necessary permits, certification that all matching funds are secured, ADA compliance certification, and other final documents as necessary, in Folder 4 of PWZ.
- Notify the appropriate LAP Staff Engineer of the GI submittal by email. If you use the state change process in PWZ, then PWZ will generate a notification email. Please ensure that the email has the correct LAP Staff Engineer listed, and that the email is sent.
- The Staff Engineer will review the final submittal documents and may have additional comments. Address all final comments made by the staff engineer.
- The Staff Engineer will send the local agency a draft bid package for review. The local agency must send its approval to advertise to the Staff Engineer.
- After all issues have been addressed, the Staff Engineer will request fund obligation. Allow a minimum of 10 business days for the obligation process to be completed.

### **8 Weeks Before Desired Letting Date – Submittal to Spec & Estimates Unit:**

- Staff Engineer will forward the final bid proposal package to the MDOT Spec & Estimates (S&E) unit for its review, to ensure the project meets the desired letting date. If the items in the previous step are not completed in full by this date, the project may not make the desired letting. If the submittal dates are not met during peak bidding times (February-June), then the project may not make the desired letting.

- Note that the Staff Engineer may only have three weeks between the receiving the local agency's final package submittal, reviewing the submittal, adding and compiling the draft bid proposal, and forwarding the draft to S&E. Numerous steps are required by the Staff Engineer during this period to get the project ready for S&E review. If any parts of the local agency's final package are missing or if changes are necessary after final submittal, the project will be in jeopardy of missing the desired letting date. **Submitting your GI and Final Packages early, before the dates shown in the current LAP Project Planning Guide, is encouraged!**
- The S&E review may result in additional comments. The Staff Engineer will forward the comments to the local agency. Quick responses by the local agency to these comments is essential to keep the project on track for the bid letting.

#### **5 Weeks Before Desired Letting Date – MDOT Advertises the Project:**

- The Project Planning Guide is prepared assuming that the bid package will be publicly advertised for five weeks. Based on such factors as relative complexity of the project, funding requirements, or other outside considerations, MDOT may advertise the project for a shorter time period but not less than for three weeks before the bid letting date.
- The local agency works with the LAP Staff Engineer, who issues any necessary addenda.

#### **After Bid Letting Date – MDOT Construction Contract Award**

- MDOT awards the construction contract for the project, typically within 35 days after contract documents are released to the contractor.
- If the low bid exceeds 10% of the engineer's estimate, the local agency must justify or reject the bids.



**CRANBROOK RD NON-MOTORIZED IMPROVEMENTS  
MDOT LAP TAP AWARD**

5/18/2022

		202-449.001-981.0100 MAJOR STREETS	101-444.001-981.0100 SIDEWALKS	590-536.001-981.0100 SEWER PUBLIC IMPROV	591-537.004-981.0100 WATER PUBLIC IMPROV	<b>TOTAL</b>
<b>BUDGET SUMMARY</b>						
<u>FY 2021/2022 APPROVED</u>						
CRANBROOK TAP GRANT		325,000	160,000			485,000
MDOT TAP Grant #2020001 Summary						
Current Grant Amount	560,349					
Total Match (20.0%)	140,087	375,492	184,857			560,349
Total Amount	700,436					
<b>TOTAL CURRENT BUDGET</b>	<b>700,492</b>	<b>344,857</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,045,349</b>
	[67.0%]	[33.0%]				

**ESTIMATED EXPENDITURES (ACTUALS AS OF 3/27/22)**

<u>Prelim &amp; Design Engineering Costs</u>	<u>To Date</u>	<u>Remain</u>	<u>Total</u>			
NFE (initial engineering services)	76,790	-	76,790	76,790	-	
NFE (added engineering services)	9,420	-	9,420	9,420	-	
G2 (subconsultant to NFE)	-	10,500	10,500	10,500	-	
NFE (added engineering services)	885	6,615	7,500	7,500	-	
HRC - Easement Acquisition Services	5,961	6,039	12,000	12,000	-	
Mich Trusted Title (subconsultant to HRC)	1,970	-	1,970	1,970	-	
Kurschat Appraisals (subconsultant to HRC)	5,500	-	5,500	5,500	-	
RS Thomas Appraisals (subconsultant to HRC)	2,400	2,400	4,800	4,800	-	
Subtotal:	102,926	25,554	128,480			

CRANBROOK RD NON-MOTORIZED IMPROVEMENTS  
MDOT LAP TAP AWARD

5/18/2022

		202-449.001-981.0100 MAJOR STREETS	101-444.001-981.0100 SIDEWALKS	590-536.001-981.0100 SEWER PUBLIC IMPROV	591-537.004-981.0100 WATER PUBLIC IMPROV	TOTAL
<b>Other Contractual Costs</b>						
Temp Easement #2301 W Lincoln	-	250	250			
Temp Easement #2333 W Lincoln	-	3,125	3,125			
Temp Easement #2355 W Lincoln	-	3,500	3,500			
Temp Easement #2371 W Lincoln	-	1,875	1,875			
Temp/Perm Easement #2346 W Lincoln	-	60,760	60,760			
Perm Easement #2444 Polo Place	-	7,513	7,513			
Subtotal:	-	77,023	77,023			
<b>Construction Costs</b>						
Engineer's Estimate Amount*	To Date	Remain				
DTE Pole/Guy Relocation Allowance	-	1,009,633	1,009,633	676,454		333,179
Construction Contingency (10%)	-	20,000	20,000	13,400		6,600
	-	100,960	100,960	67,643		33,317
Subtotal:	-	1,130,593	1,130,593			
<b>Construction Engineering (15% total)</b>						
NFE (contract admin, survey/layout) [13%]	To Date	Remain	Total			
G2 (materials testing) [2%]	-	131,300	131,300	87,971		43,329
Labor Transfer for City Personnel	-	20,200	20,200	13,534		6,666
Labor Transfer for City Personnel - OT	-	17,453	17,453	11,510		5,943
Subtotal:	-	168,953	168,953			
TOTAL ESTIMATED EXPENDITURES				998,992	-	506,057
					-	1,505,049
<b>BUDGET SURPLUS/(SHORTFALL)</b>						
				(298,500)	-	(161,200)
					-	(459,700)

\* Adjusted Engineer's Estimate of \$841,361.76 dated 11/19/2020 by adding 20%

Project: **Cranbrook Rd/W. Lincoln Ave** Project No.:

Parcel No: **1**  
HRC Project No.: **20210505**

Commonly known as: **2301 W. Lincoln Ave.**  
(Part of) Tax Parcel No.: **19-35-303-005**

To: **Duane Cherry**  
**Alina Cherry**  
**2301 W. Lincoln Ave.**  
**Birmingham, MI 48009**

The **City of Birmingham** plans to construct sidewalk along W. Lincoln Avenue in the City of Birmingham. As part of this project, it has been found necessary to acquire a Temporary Easement over your property at the 2301 W. Lincoln Ave. The estimated just compensation for this Temporary Easement is \$250.00. This amount is based on a market valuation from a market study by Kurschat & Associates and constitutes the estimated fair market value of the property interest. A copy of this analysis will be provided to you.

A summary of the acquisition and just compensation is as follows:

(a) Interests to be acquired:

**SEE ATTACHED TEMPORARY EASEMENT, PARCEL DRAWING & LEGAL DESCRIPTION**

(b) Improvements, including fixtures, to be acquired:

**NONE**

(c) Damages to Tree and Landscaping

**NONE**

(d) Summary of fair market value:

(1) Real Estate Interest	\$ <u>250.00</u>
(2) Plus Additional Damages	\$ <u>0.00</u>
(3) Total	\$ <u>250.00</u>

Pursuant to 1980 PA 87, as amended, being MCL 213.51 through 213.77, the Board reserves its rights to bring federal and/or state recovery actions against the present owner(s) of the property arising out of a release of hazardous substances at the property.

If you have any questions, please contact:

Or by mail at **Jeff Jones, Hubbell, Roth & Clark, Inc., 555 Hulet Dr., Bloomfield Hills, MI 48302.**

This document constitutes a written offer pursuant to 49 CFR 24.102(d), and **shall not become effective until the City of Birmingham approves the proposed compensation by resolution.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Project: **Cranbrook Rd/W. Lincoln Ave** Project No.:

Parcel No: **2**  
HRC Project No.: **20210505**

Commonly known as: **2333 W. Lincoln Ave.**  
(Part of) Tax Parcel No.: **19-35-303-004**

To: **Michael J. McGillivray**  
**Catherine L. Sherwin**  
**2333 W. Lincoln Ave.**  
**Birmingham, MI 48009**

The **City of Birmingham** plans to construct sidewalk along W. Lincoln Avenue in the City of Birmingham. As part of this project, it has been found necessary to acquire a Temporary Easement over your property at the 2333 W. Lincoln Ave. The estimated just compensation for this Temporary Easement is \$3,125.00. This amount is based on a market valuation from a market study by Kurschat & Associates and constitutes the estimated fair market value of the property interest. A copy of this analysis will be provided to you.

A summary of the acquisition and just compensation is as follows:

(a) Interests to be acquired:

**SEE ATTACHED TEMPORARY EASEMENT, PARCEL DRAWING & LEGAL DESCRIPTION**

(b) Improvements, including fixtures, to be acquired:

**NONE**

(c) Damages to Tree and Landscaping

**NONE**

(d) Summary of fair market value:

(1) Real Estate Interest	\$ <u>3,125.00</u>
(2) Plus Additional Damages	\$ <u>0.00</u>
(3) Total	\$ <u>3,125.00</u>

Pursuant to 1980 PA 87, as amended, being MCL 213.51 through 213.77, the Board reserves its rights to bring federal and/or state recovery actions against the present owner(s) of the property arising out of a release of hazardous substances at the property.

If you have any questions, please contact:

**Jeff Jones** at **248-454-6837**, email at [jjones@hrcengr.com](mailto:jjones@hrcengr.com) or

Or by mail at **Jeff Jones, Hubbell, Roth & Clark, Inc., 555 Hulet Dr., Bloomfield Hills, MI 48302.**

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By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_



Project: **Cranbrook Rd/W. Lincoln Ave** Project No.:

Parcel No: **3**  
HRC Project No.: **20210505**

Commonly known as: **2355 W. Lincoln Ave.**  
(Part of) Tax Parcel No.: **19-35-303-003**

To: **Regina Eburuche**  
**2355 W. Lincoln Ave.**  
**Birmingham, MI 48009**

The **City of Birmingham** plans to construct sidewalk along W. Lincoln Avenue in the City of Birmingham. As part of this project, it has been found necessary to acquire a Temporary Easement over your property at the 2355 W. Lincoln Ave. The estimated just compensation for this Temporary Easement is \$3,500.00. This amount is based on a market valuation from a market study by Kurschat & Associates and constitutes the estimated fair market value of the property interest. A copy of this analysis will be provided to you.

A summary of the acquisition and just compensation is as follows:

(a) Interests to be acquired:

**SEE ATTACHED TEMPORARY EASEMENT, PARCEL DRAWING & LEGAL DESCRIPTION**

(b) Improvements, including fixtures, to be acquired:

**NONE**

(c) Damages to Tree and Landscaping

**NONE**

(d) Summary of fair market value:

(1) Real Estate Interest	\$ <u>3,500.00</u>
(2) Plus Additional Damages	\$ <u>0.00</u>
(3) Total	\$ <u>3,500.00</u>

Pursuant to 1980 PA 87, as amended, being MCL 213.51 through 213.77, the Board reserves its rights to bring federal and/or state recovery actions against the present owner(s) of the property arising out of a release of hazardous substances at the property.

If you have any questions, please contact:

**Jeff Jones** at **248-454-6837**, email at [jjones@hrcengr.com](mailto:jjones@hrcengr.com) or

Or by mail at **Jeff Jones, Hubbell, Roth & Clark, Inc., 555 Hulet Dr., Bloomfield Hills, MI 48302.**

This document constitutes a written offer pursuant to 49 CFR 24.102(d), and **shall not become effective until the City of Birmingham approves the proposed compensation by resolution.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Project: **Cranbrook Rd/W. Lincoln Ave** Project No.:

Parcel No: **4**  
HRC Project No.: **20210505**

Commonly known as: **2371 W. Lincoln Ave.**  
(Part of) Tax Parcel No.: **19-35-303-002**

To: **SBW Lincoln, LLC**  
**6289 Golden Lane**  
**West Bloomfield, MI 48322**

The **City of Birmingham** plans to construct sidewalk along W. Lincoln Avenue in the City of Birmingham. As part of this project, it has been found necessary to acquire a Temporary Easement over your property at the 2371 W. Lincoln Ave. The estimated just compensation for this Temporary Easement is \$1,875.00. This amount is based on a market valuation from a market study by Kurschat & Associates and constitutes the estimated fair market value of the property interest. A copy of this analysis will be provided to you.

A summary of the acquisition and just compensation is as follows:

(a) Interests to be acquired:

**SEE ATTACHED TEMPORARY EASEMENT, PARCEL DRAWING & LEGAL DESCRIPTION**

(b) Improvements, including fixtures, to be acquired:

**NONE**

(c) Damages to Tree and Landscaping

**NONE**

(d) Summary of fair market value:

(1) Real Estate Interest	\$ <u>1,875.00</u>
(2) Plus Additional Damages	\$ <u>0.00</u>
(3) Total	\$ <u>1,875.00</u>

Pursuant to 1980 PA 87, as amended, being MCL 213.51 through 213.77, the Board reserves its rights to bring federal and/or state recovery actions against the present owner(s) of the property arising out of a release of hazardous substances at the property.

If you have any questions, please contact:

**Jeff Jones** at **248-454-6837**, email at [jjones@hrcengr.com](mailto:jjones@hrcengr.com) or

Or by mail at **Jeff Jones, Hubbell, Roth & Clark, Inc., 555 Hulet Dr., Bloomfield Hills, MI 48302.**

This document constitutes a written offer pursuant to 49 CFR 24.102(d), and **shall not become effective until the City of Birmingham approves the proposed compensation by resolution.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Project: **Cranbrook Rd/W. Lincoln Ave** Project No.:

Parcel No: **5**  
HRC Project No.: **20210505**

Commonly known as: **2436 W. Lincoln Ave.**  
(Part of) Tax Parcel No.: **19-35-151-003**

To: **The School District of the City of Birmingham**  
**30301 Evergreen Rd.**  
**Beverly Hills, MI 48025-3800**

The **City of Birmingham** plans to construct sidewalk along W. Lincoln Avenue in the City of Birmingham. As part of this project, it has been found necessary to acquire a Right of Way Easement and Temporary Easement over your property at the 2436 W. Lincoln Ave. The estimated just compensation for this Right of Way Easement is \$49,418 and Temporary Easement is \$11,342. This amount is based on a market valuation from a market study by Kurschat & Associates and constitutes the estimated fair market value of the property interest. A copy of this analysis will be provided to you.

A summary of the acquisition and just compensation is as follows:

(a) Interests to be acquired:

**SEE ATTACHED RIGHT OF WAY EASEMENT AND TEMPORARY  
EASEMENT, PARCEL DRAWINGS & LEGAL DESCRIPTIONS**

(b) Improvements, including fixtures, to be acquired:

**NONE**

(c) Damages to Tree and Landscaping

**NONE**

(d) Summary of fair market value:

(1) Real Estate Interest	\$ <u>60,760.00</u>
(2) Plus Additional Damages	\$ <u>0.00</u>
(3) Total	\$ <u>60,760.00</u>

Pursuant to 1980 PA 87, as amended, being MCL 213.51 through 213.77, the Board reserves its rights to bring federal and/or state recovery actions against the present owner(s) of the property arising out of a release of hazardous substances at the property.

If you have any questions, please contact:

**Jeff Jones** at **248-454-6837**, email at [jjones@hrcengr.com](mailto:jjones@hrcengr.com) or

Or by mail at **Jeff Jones, Hubbell, Roth & Clark, Inc., 555 Hulet Dr., Bloomfield Hills, MI 48302.**

This document constitutes a written offer pursuant to 49 CFR 24.102(d), and **shall not become effective until the City of Birmingham approves the proposed compensation by resolution.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Project: **Cranbrook Rd/W. Lincoln Ave** Project No.:

Parcel No: **6**  
HRC Project No.: **20210505**

Commonly known as: **2444 Polo Place**  
(Part of) Tax Parcel No.: **19-35-301-009**

To: **Michael E. Stone**  
**Nicole E. Stone**  
**2444 Polo Place**  
**Birmingham, MI 48009**

The **City of Birmingham** plans to construct sidewalk along W. Lincoln Avenue and Cranbrook Road in the City of Birmingham. As part of this project, it has been found necessary to acquire a Right of Way Easement over your property at the 2444 Polo Place. The estimated just compensation for this Right of Way Easement is \$7,513.00. This amount is based on an Appraisal Report by Kurschat & Associates and constitutes the estimated fair market value of the property interest. A copy of this analysis will be provided to you.

A summary of the acquisition and just compensation is as follows:

(a) Interests to be acquired:

**SEE ATTACHED RIGHT OF WAY EASEMENT, PARCEL DRAWING & LEGAL DESCRIPTION**

(b) Improvements, including fixtures, to be acquired:

**NONE**

(c) Damages to Tree and Landscaping

**NONE**

(d) Summary of fair market value:

(1) Real Estate Interest	\$ <u>7,513.00</u>
(2) Plus Additional Damages	\$ <u>0.00</u>
(3) Total	\$ <u>7,513.00</u>

Pursuant to 1980 PA 87, as amended, being MCL 213.51 through 213.77, the Board reserves its rights to bring federal and/or state recovery actions against the present owner(s) of the property arising out of a release of hazardous substances at the property.

If you have any questions, please contact:

**Jeff Jones** at **248-454-6837**, email at [jjones@hrcengr.com](mailto:jjones@hrcengr.com) or

Or by mail at **Jeff Jones, Hubbell, Roth & Clark, Inc., 555 Hulet Dr., Bloomfield Hills, MI 48302.**

This document constitutes a written offer pursuant to 49 CFR 24.102(d), and **shall not become effective until the City of Birmingham approves the proposed compensation by resolution.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_



**Applicant Information**

Application Number: 2020001  
Section: 01  
Applicant Agency: City/Village  
Grant Applicant: City of Birmingham

**Project Description**

Project Name: SEMCOG: Cranbrook Road Non-Motorized Improvements  
Type of Work: Construction of Multi-Modal Improvements  
Length (miles): 1.0

**Project Location**

County: Oakland  
Region: Metro  
Prosperity Region: Detroit Metro Prosperity Region  
City/Village or Township: Birmingham  
Zip Code: 48009  
  
Route/Street Name/Facility Name: Cranbrook Road  
Project Limits (use nearest cross streets): W. Maple to 14 Mile Road  
Physical Reference:  
MPO (Metropolitan Planning Organization): Southeast Michigan Council of Governments  
TMA (Transportation Management Area): Not in TMA area

**Legislative Information**

State Senator: Mallory McMorrow (13)  
State Representative: Mari Manoogian (40)  
U.S. Representative: Haley Stevens (11); Andy Levin (9)

**Project Category**

Facilities for pedestrians and bicyclists, including traffic calming and other safety improvements

**Application Details -** TA 2020001.01, City of Birmingham, SEMCOG: Cranbrook Road Non-Motorized Improvements, Approved

**Contacts**

Prefix Contact Type	Name Title	Phone Organization	Cell	Email
Mr Application Preparer	Nicholas Dupuis City Planner	(248) 530-1856 City of Birmingham		ndupuis@bhamgov.org
Mr Contact Person	Paul O'Meara City Engineer	(248) 530-1836 City of Birmingham		pomeara@bhamgov.org
Ms Contact Person	Jana Ecker Planning Director	(248) 530-1841 City of Birmingham		jecker@bhamgov.org
Ms Consultant	Julie Kroll Sr. Project Manager	(248) 536-0080 Fleis & Vandenbrink		jkroll@fveng.com
Mayor Chief Elected Official	Patty Boardman Mayor	(248) 530-1809 City of Birmingham		jvalentine@bhamgov.org
Mr Chief Administrative Official	Joe Valentine City Manager	(248) 530-1809 City of Birmingham		jvalentine@bhamgov.org

**Application Details** - TA 2020001.01, City of Birmingham, SEMCOG: Cranbrook Road Non-Motorized Improvements, Approved

## **Narrative**

### **1. In a brief narrative, describe the proposed work and how the project will benefit the affected community(ies):**

The Cranbrook Rd. Non-Motorized Transportation Plan (the "Project") is designed to create a multi-modal corridor comprised of a shared use path, new pedestrian facilities (crosswalks), and brand new sidewalks where none previously existed. These multi-modal improvements are proposed in concert with the Road Commission of Oakland County's (RCOC) resurfacing of Cranbrook Rd. (4 to 3 lane conversion) and Bloomfield Township's new sidewalks.

The project is located at the south west corner of Birmingham where the City borders Beverly Hills to the south and Bloomfield Township to the west. The overall project runs from W. Maple to the north to Fourteen Mile Rd. to the south (1 mile) which includes the shared use paths from Midvale to Lincoln and Lincoln to Fourteen Mile and the addition of a sidewalk on the east side of Cranbrook from Northlawn Blvd. to Lincoln Street. The sidewalk shown on the west side of Cranbrook from Middlebury Lane north (shown in orange on the map) will be constructed by Bloomfield Township. The project also runs west along Fourteen Mile (roughly 0.27 miles) with the addition of sidewalks to Crosswick Rd., and east on Lincoln (roughly 0.18 miles) with new sidewalks to Golfview Blvd. The RCOC portion of the project will be surfaced with asphalt, while the multi-modal improvements proposed by the City of Birmingham will be concrete. There are no boardwalks, bridges, or other proposed structures proposed as a part of this project.

The City regards the project as a significant improvement to pedestrian and cyclist safety, capacity and access predominantly due to the lack of existing infrastructure at present. Due to the existing width of Cranbrook Rd. (40.5 ft.) and the RCOC's plans to resurface and convert the road from four lanes to three (11 ft. lanes and a 3.25 ft. paved shoulder on each side), the City has decided that separate 10 ft. shared use paths were appropriate to maintain the City's commitment to multi-modal improvements. The improvements will add to a large and ever-improving network of multi-modal infrastructure present in the City, as well as contribute to its Neighborhood Connector Route. Signage for the Neighborhood Connector route is proposed along with sharrows.

Although the multi-modal additions are likely to remain local initially (benefits shared by 3-5 cities), there are several regional implications with the connection of W. Maple and Fourteen Mile, and especially with Cranbrook's transition into Evergreen Rd. south of Fourteen Mile, which continues for roughly 20 miles south all the way through Southfield's City Centre campus to the University of Michigan's Dearborn Campus. Due to the project's location directly adjacent to Seaholm High School, the users of the new facilities may very well be students, parents, and guests of the high school along with a multitude of users from the surrounding residential neighborhoods in Birmingham, Bloomfield Township and Beverly Hills. Referencing again the existing conditions (no sidewalks, etc.), the demand for this facility is expected to be medium to high.

### **2. Describe how this project is competitive for funding:**

The Cranbrook Rd. multi-modal improvement plan is competitive for TAP funding based on its appropriateness for the need and use types targeted (Seaholm High School & surrounding neighborhoods), local significance to the Neighborhood Connector Route, addressing of safety deficiencies (new signage, no existing facilities), and increased multi-modal amenities as described in the narrative above. The project was conceptualized and prioritized in the City's Multi-Modal Transportation Plan (2013), and has been fine-tuned and vetted throughout numerous meetings with the RCOC and neighboring communities, as well as several public meetings at the Multi-Modal Transportation Board and City Commission, where the project concept and funding was approved. The constructability of this project is enhanced further by the City of Birmingham and the RCOC's ownership of the right-of-way where the City's proposed improvements are located. Along a similar vein, the project is slated for construction in fiscal year 2020-21, which leaves ample time for review by the Application Review Committee and the amending of any application issues, and the final funding decision time frame.



## Grant Application

**Date:** 06/01/2020

**Page:** 1 of 3

**Application Details** - TA 2020001.01, City of Birmingham, SEMCOG: Cranbrook Road Non-Motorized Improvements, Approved



**Application Details** - TA 2020001.01, City of Birmingham, SEMCOG: Cranbrook Road Non-Motorized Improvements, Approved

**Documents**

Document	Document Type	Description	User	Date
1	Map	Project location map	dupuisn1989	10/16/2019
2	Plan View Sketch	Plan view drawings	dupuisn1989	10/16/2019
3	Map	Connection to Overall Multi-modal Transportation Network	dupuisn1989	11/20/2019
4	Cross Section	Cross sections	dupuisn1989	10/16/2019
5	Engineer's Estimate	Engineers estimate	dupuisn1989	10/16/2019
6	Photograph	View south on east side of Cranbrook adjacent to Seaholm High School. Location of proposed 10 ft. shared use path.	dupuisn1989	10/16/2019
7	Photograph	View north on east side of Cranbrook Rd. adjacent to Seaholm High School. Location of proposed 10 ft. shared use path.	dupuisn1989	10/16/2019
8	Photograph	View further south on east side of Cranbrook adjacent to Seaholm High School. Location of proposed 10 ft. shared use path.	dupuisn1989	10/16/2019
9	Photograph	Intersection of Lincoln and Cranbrook Rd looking south. Location of proposed crosswalk.	dupuisn1989	10/16/2019
10	Photograph	View east at southeast corner of Lincoln and Cranbrook intersection. Proposed location of 5 ft. sidewalks.	dupuisn1989	10/16/2019
11	Photograph	View south on Cranbrook Rd. Proposed location of 5 ft. sidewalk on east side (left) and 10 ft. shared use path on west side (right).	dupuisn1989	10/16/2019
12	Photograph	View on east side of Cranbrook Rd. looking toward Lincoln intersection.	dupuisn1989	10/16/2019
13	Photograph	View further south on Cranbrook Rd. Proposed location of 5 ft. sidewalk on east side (left) and 10 ft. shared use path on west side (right).	dupuisn1989	10/16/2019
14	Photograph	View on west side of Cranbrook Rd. looking south. Proposed location of 10 ft. shared use path on west side adjacent to Lincoln Hills.	dupuisn1989	10/16/2019
15	Photograph	View on west side of Cranbrook Rd. looking north toward Lincoln. Proposed location of 10 ft. shared use path.	dupuisn1989	10/16/2019
16	Photograph	View east on Lincoln . Proposed location of 5 ft. sidewalk	dupuisn1989	10/16/2019
17	Photograph	View west on Lincoln. Location of proposed 5 ft. sidewalk	dupuisn1989	10/16/2019
18	Photograph	View further east on Lincoln . Proposed location of 5 ft. sidewalk	dupuisn1989	10/16/2019
19	Resolution	City Commission meeting minutes with resolution approving project	dupuisn1989	10/16/2019

**Application Details** - TA 2020001.01, City of Birmingham, SEMCOG: Cranbrook Road Non-Motorized Improvements,  
Approved

20	Cross Section	Cross Sections REVISED	dupuisn1989	11/20/2019
21	Engineer's Estimate	Engineers Estimate REVISED	dupuisn1989	11/20/2019
22	Map	Connection to Neighborhood Connector Route	dupuisn1989	11/20/2019

**Application Details -** TA 2020001.01, City of Birmingham, SEMCOG: Cranbrook Road Non-Motorized Improvements, Approved

**Budget**

**Participating Items of Work**

Item of Work	Quantity	Unit	Unit Cost	Item Cost
10' WIDE MIXED USE PATH, CRANBROOK, EAST	1,400.00	LFT	\$55.00	\$77,000.00
EXCAVATION/UNDERCUTTING	650.00	CYD	\$50.00	\$32,500.00
10' WIDE MIXED USE PATH, CRANBROOK, WEST	2,400.00	LFT	\$100.00	\$240,000.00
SIDEWALK, 4 IN, CRANBROOK	7,750.00	SFT	\$15.00	\$116,250.00
SIDEWALK, 4 IN, LINCOLN	4,500.00	SFT	\$5.00	\$22,500.00
SIDEWALK, 4 IN, 14 MILE RD	6,875.00	SFT	\$15.00	\$103,125.00
SIDEWALK, 6 IN	1,150.00	SFT	\$6.00	\$6,900.00
DETECTABLE WALKING SURFACE	125.00	LFT	\$40.00	\$5,000.00
SIGNAGE	150.00	SFT	\$10.00	\$1,500.00
POSTS	15.00	EA	\$100.00	\$1,500.00
CROSSWALK	40.00	LF	\$20.00	\$800.00
TRAFFIC CONTROL	1.00	LSUM	\$2,000.00	\$2,000.00
Contingency, 10% Max	1.00	LSUM	\$60,907.50	\$60,907.50
Mobilization, 5% Max	1.00	LSUM	\$30,453.75	\$30,453.75
<b>Total:</b>				<b>\$700,436.25</b>

**Non-Participating Items of Work:**

Item of Work	Quantity	Unit	Unit Cost	Item Cost
<b>Total:</b>				

**Participating Match Details:**

Source	Type	Amount	Match Percentage
City of Birmingham	City/Village	\$182,412.43	26.04%
<b>Total:</b>		<b>\$182,412.43</b>	<b>26.04%</b>

**Source of Non-Participating Funds:**

**Project Summary**

Participating Items: \$700,436.25

Non-Participating Items: \$0.00

**Project Total:** \$700,436.25

**Request Summary**

Grant Funds: \$518,023.82 73.96%

Match: \$182,412.43 26.04%

**Participating Costs:** \$700,436.25 100.00%

**Application Details** - TA 2020001.01, City of Birmingham, SEMCOG: Cranbrook Road Non-Motorized Improvements, Approved

**Schedule**

**Project Type:** Construction

<u>Milestones</u>	<u>Date</u>
1. Plans and Estimate Complete:	09/16/2019
2. Grade Inspection Package submitted to MDOT:	10/05/2020
3. Right of Way Certified:	11/09/2020
4. Matching Funds Certified:	07/01/2020
5. Project Listed on Approved TIP/STIP:	03/30/2020
6. Advertisement Start Date:	01/25/2021
7. Construction Letting Date:	02/22/2021
8. Construction Start Date:	06/14/2021
9. Construction End Date:	07/30/2021

**Will this project be paired with any future construction projects?** No

**Additional comments about the project schedule:**

Traffic demand on these corridors increases significantly at the beginning and end of the school day. The City will strive to prepare a construction schedule that takes advantage of the summer break, and avoids disrupting the capacity of the corridor during any overlaps while school is still in session.



**Application Details -** TA 2020001.01, City of Birmingham, SEMCOG: Cranbrook Road Non-Motorized Improvements, Approved

**Environment/Community**

**1. Check all that apply:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> ROW/Construction Access Permit | <input type="checkbox"/> Recreational Lands      | <input type="checkbox"/> State Historic Preservation Office Clearance |
| <input type="checkbox"/> Inland Lakes or Streams Permit | <input checked="" type="checkbox"/> Tree Removal | <input type="checkbox"/> Contaminated Sites                           |
| <input type="checkbox"/> Wetlands Permit                | <input type="checkbox"/> Endangered Species      | <input type="checkbox"/> Other  |
| <input type="checkbox"/> Floodplains Permit             | <input type="checkbox"/> Coastal Zone            | <input type="checkbox"/> Other  |

**Please describe:**

Due to the placement of the new shared use paths and sidewalks where none previously existed, there are some trees that may have to be removed, trimmed or relocated during construction. Any trees damaged beyond replanting by the project will be replaced by the City.

**2a. Describe the anticipated impact of the project on adjacent property owners, your efforts to inform them of the project, and responses to these efforts:**

The anticipated impact on the majority of adjacent property owners is expected to be extremely minor, as the bulk of the multi-modal improvements proposed by Birmingham are to be located adjacent to the Lincoln Hills golf course (City of Birmingham property) and Seaholm High School (City strives for project construction while school is NOT in session). For the construction of the 5 ft. sidewalk on the east side of Cranbrook from Northlawn to Lincoln, and on Lincoln from Cranbrook to Golfview Blvd., the City will reduce the impacts on the 16 residences directly adjacent to the new sidewalks and the neighborhood behind them by committing to working during permitted hours only, replacing all grass/landscaping damaged by construction, and properly mitigating noise and dust. The adjacent property owners were noticed and informed from plan conception and invited to the public meeting held at the Multi-Modal Transportation Board. A public meeting was also held at the City Commission. All residents affected by the project will be invited back to all meetings regarding Cranbrook Rd. as the project progresses.

**2b. Is property acquisition necessary?** Yes

**(Select all that apply and describe below.)**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Donation | <input type="checkbox"/> Willing Seller                | <input type="checkbox"/> Appraisal Completed |
| <input type="checkbox"/> Purchase Option     | <input checked="" type="checkbox"/> Purchase Agreement |  |

**Please describe:**

An easement for sidewalk ingress/egress will be required at the south east corner of Cranbrook Rd. and Lincoln. The City intends to prepare a highly detailed plan of the needed easement at this corner and approach the owner at the appropriate time.

**3a. How did you facilitate stakeholder engagement in the development of this project concept and what stakeholders were involved?**

Stakeholder engagement, as alluded to above, came in the form of inviting each stakeholder to the public meeting where the project was vetted and ultimately approved. No residents spoke in objection to the project as proposed during the meeting, and several phone calls have been fielded by City Staff involving requests for more information and general support for the project. The Facilities Manager for Birmingham Public Schools was also involved.

**3b. Describe the stakeholder input you received. How did this input help shape this project concept?**

**Application Details - TA 2020001.01, City of Birmingham, SEMCOG: Cranbrook Road Non-Motorized Improvements, Approved**

Stakeholder input for the project has been positive, including from the Birmingham Public Schools. Since the overall project concept for multi-modal improvements to Cranbrook Rd. was developed in 2013 in the Multi-Modal Transportation Plan, the stakeholder group was familiar with the project, which ultimately did change in design, but the underlying goal of providing multi-modal accessibility remained consistent. Stakeholder input was especially directed at improving the environment for students at Seaholm High School, providing safe routes to school for students, and prioritizing project phases to serve the school first and foremost.

**4. If this project is identified in an adopted community, county, and/or region-wide plan, please describe (such as master plan, comprehensive plan, trail plan, downtown development plan, etc.):**

As mentioned before, the Cranbrook Road Non-Motorized Improvement Plan was conceptualized and prioritized in the Multi-Modal Transportation Plan adopted by the City in 2013. Specifically, the multi-modal improvements to Cranbrook Rd. are noted in phase 2 and 3 of the Network implementation Plan working toward the long-range community goal to create a backbone for the City's multi-modal system. In this plan, bike facilities, connections to neighborhood routes, road crossing improvements/upgrades, and pathways and sidewalks were all designated for the project area.

**5. Has your community adopted a Complete Streets policy?**

Yes

**a. What type of document is your policy? (Select all that apply.)**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Policy                | <input type="checkbox"/> Ordinance              | <input type="checkbox"/> Capital Improvement Program |
| <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Master Plan | <input type="checkbox"/> Other                       |

**b. How does this project support this policy?**

The project supports the City's Complete Streets policy by introducing a shared use path and sidewalks for cyclists and pedestrians where none previously existed, creating a comfortable and accessible environment for users of all modes of transportation and for all ages and abilities.

**c. Describe what investment your community has made and/or activities you conducted to support your complete Streets policy.**

The City of Birmingham has made significant long lasting investments in the community to support its Complete Streets policy. The Multi-Modal Transportation Board was created in early 2014 to advise the City Commission on transportation related issues and initiatives, which spurred multi-modal infrastructure investments in Birmingham's three major commercial districts, as well as across its neighborhoods. Some of the more recent examples of the City's investment in implementing its Complete Streets policy are the Maple Road Diet, Eton St. bike lanes, and Old Woodward Reconstruction. Each added different combinations of complete streets improvements that have been regarded as significant improvements by the community.

**Application Details** - TA 2020001.01, City of Birmingham, SEMCOG: Cranbrook Road Non-Motorized Improvements, Approved

**Maintenance**

**1. What agency is responsible for operation and maintenance of the completed project and what source of funds will be used?**

The new sidewalk and shared use path adjacent to the Lincoln Hills Golf Course will be operated and maintained by the City of Birmingham. The new sidewalks adjacent to residential properties will be maintained (snow & brush removal) by the residents, while any replacements or repairs will be completed by the City. Finally, the shared use path adjacent to Seaholm High School will be maintained by the facilities department of the Birmingham Public School system.

**2. Describe anticipated maintenance needs by task. (Indicate frequency of maintenance and estimated annual cost.)**

As the construction of sidewalks and shared use paths are going to be brand new, the facilities are expected to last several years with regular snow and brush removal by the responsible parties. Any repairs or replacements during the lifespan of the concrete will be made on an as-needed basis by the City.



Application Summary

Grant Number: 2020001  
Grant Type: TA

Description

Section	Applicant	Project Name	MPO	Let Date
01	City of Birmingham	SEMCOG: Cranbrook Road Non-Motorized Improvements	Southeast Michigan Council of Governments	02/22/2021

Budget

Section	Grant Funds	Match Amount	Match Percentage	Total	Match Source
01	\$518,023.82	\$182,412.43	26.04%	\$700,436.25	City of Birmingham - \$182,412.43
Total:	\$518,023.82	\$182,412.43	26.04%	\$700,436.25	





Jim Surhigh &lt;cityengineer@bhamgov.org&gt;

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**RE: City of Birmingham— Cranbrook Road Non- Motorized Improvements**

1 message

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**Julie M. Kroll** <jkroll@fveng.com>

Mon, Feb 22, 2021 at 2:36 PM

To: "Pawlik, Brian J" &lt;pawlik@semcog.org&gt;

Cc: "Ranger, Vincent (MDOT)" &lt;RangerV@michigan.gov&gt;, "JohnsonL26@michigan.gov" &lt;JohnsonL26@michigan.gov&gt;, Jim Surhigh &lt;cityengineer@bhamgov.org&gt;

Hi Brian,

I hope you are doing well.

I wanted to see if you would be available for a conference call regarding this TAP grant funding.

We need to discuss the possibility of obtaining an extension for this funding.

Can you please let me know your availability this week and I'll set-up a Zoom meeting?

Thanks,

**Julie M. Kroll, PE, PTOE**

Traffic Engineering Services Manager | Associate

**FLEIS & VANDENBRINK**

C: 248.342.5786

[www.fveng.com](http://www.fveng.com)

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**From:** Pawlik, Brian J <pawlik@semcog.org>**Sent:** Tuesday, May 26, 2020 3:50 PM**To:** 'pboutros@bhamgov.org' <pboutros@bhamgov.org>**Cc:** 'bknight@rcoc.org' <bknight@rcoc.org>; 'rangerv@michigan.gov' <rangerv@michigan.gov>; 'JohnsonL26@michigan.gov' <JohnsonL26@michigan.gov>; 'KadzbansB@michigan.gov' <KadzbansB@michigan.gov>;

Pawlik, Brian J &lt;pawlik@semcog.org&gt;; Vettraino, Kevin &lt;vettraino@semcog.org&gt;; 'splumer@rcoc.org'

&lt;splumer@rcoc.org&gt;; 'ndupuis@bhamgov.org' &lt;ndupuis@bhamgov.org&gt;; 'pomeara@bhamgov.org'

&lt;pomeara@bhamgov.org&gt;; 'jecker@bhamgov.org' &lt;jecker@bhamgov.org&gt;; Julie M. Kroll &lt;jkroll@fveng.com&gt;

**Subject:** City of Birmingham— Cranbrook Road Non- Motorized Improvements

Mayor Boutros,

The information below and attached provides you with specific guidance and conditions in moving forward with your community's FY2021 TAP award, which was sent out on March 6, 2020.

### **City of Birmingham— Cranbrook Road Non- Motorized Improvements**

The City of Birmingham will install bicycle and pedestrian facilities in the southwest portion of the city within the Cranbrook Road Corridor. The primary facilities are a shared use path and crosswalk facilities along Cranbrook Road from W. Maple to Fourteen Mile Rd. The project will also include sidewalks and crosswalks on 14 mile Road and Lincoln Street. Additionally, sharrows and bike route signage will be installed on Midvale Street. The project is being coordinated with a Road Commission for Oakland County Road and Bloomfield Township projects on Cranbrook Road that includes a road diet and sidewalk improvements. Together these projects connect residents to Seaholm High School, the Birmingham-Bloomfield Art Center, and the bicycle and pedestrian network in Birmingham, Bloomfield Township and Beverly Hills. The total project cost is \$700,436. Federal funds from SEMCOG's FY 2021 TAP allocation are set at \$560,349. Local match of \$140,087 will be provided by City of Birmingham.

Please note this amount is lower than mentioned in the March 6, 2020 email, as the amount was revised to exclude the nonparticipating costs (engineering, permit fees, 20% contingency, etc.)

**If you haven't already done so, please contact Mr. Vincent Ranger at MDOT's Office of Economic Development to let him know about any changes to your project's schedule.** Mr. Ranger can be reached by phone at (248) 483-5130 or by email at [rangerv@michigan.gov](mailto:rangerv@michigan.gov).

Attached are three documents. The first is the "Pre-Implementation Project Development Guide" designed to help you identify the actions required to develop your project to the point that it is ready for implementation. The second is a "Funding Conditions" document. The third is the MDOT Grant Summary document. We cannot stress enough that you contact and begin working with MDOT and taking the actions outlined in the attached guide as soon as possible as **these funds are contingent upon meeting the obligation deadline.**

-

A quarterly progress report will be required to assess your community's progress in meeting the obligation deadline. Additionally, SEMCOG will be contacting you periodically to see if there are additional ways for staff to assist you in your efforts. Should you have questions or comments, please contact me at (313) 324-3426 or [pawlik@semcog.org](mailto:pawlik@semcog.org).

Thank you and congratulations.

Brian

**Brian J. Pawlik**

**Bicycle & Pedestrian Planner**

**(313) 324-3426** [pawlik@semcog.org](mailto:pawlik@semcog.org)



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### 3 attachments



**Funding Conditons2.pdf**

150K



**BhamGrantSummaryReport.pdf**

77K



**TAP.PrelImplementationDevGuide.FY2021.pdf**

447K



## MEMORANDUM

Engineering Dept.  
Planning Dept.  
Police Dept.

**DATE:** August 28, 2019

**TO:** Multi-Modal Transportation Board

**FROM:** Jana Ecker, Planning Director  
Scott Grewe, Police Commander  
Paul T. O'Meara, City Engineer

**SUBJECT:** Cranbrook Rd. – Maple Rd. to 14 Mile Rd.

The Road Commission for Oakland Co. (RCOC) has jurisdiction of Cranbrook Rd. in Birmingham. They have scheduled the resurfacing of the above segment as part of their 2020 construction program. The City and Bloomfield Twp. have each been asked to pay 25% of the cost of this project, with the Road Commission paying the remaining 50%. The City has agreed to this cost and has budgeted for it accordingly.

Substantial multi-modal improvements are suggested on this corridor in the City's Multi-Modal Master Plan. Several discussions have already occurred with the Road Commission and with Bloomfield Twp. in order to identify a proposal that can be achieved. The following details are provided for your review and input, starting from the north, and moving south.

### MULTI-MODAL MASTER PLAN

Applicable excerpts of the master plan are attached for your review.

Recommended projects are broken into four phases in the master plan. Recommendations for this area are included in Phases 2 and 3. Phase 2 recommendations are considered a higher priority than Phase 3.

#### **a. Phase 2:**

1. Convert the four lane segment of Cranbrook Rd. (Maple Rd. to Lincoln Ave.) from four lanes to three lanes. Provide bike lanes as shown in detail on page 94.
2. Extend a Neighborhood Connector Route for bikes on Midvale Rd., from Cranbrook Rd. to Larchlea Rd.
3. Install a pedestrian crossing island on the south side of the signalized Midvale Rd. intersection, in the new left turn lane (in conjunction with #1 above).
4. Install new 6 ft. wide sidewalk on the east side of the road from Midvale Rd. to Northlawn Dr., and on the west side of the road from Northlawn Dr. to 14 Mile Rd.



Further, install a new sidewalk along the north side of 14 Mile Rd., across the frontage of Lincoln Hills Golf Course, thereby connecting to an existing sidewalk at Crosswick Rd. that allows pedestrians to walk west on 14 Mile Rd. to Lahser Rd. and Telegraph Rd.

**b. Phase 3:**

5. Install a crossing island at the north side of the Seaholm High School service driveway, just north of the Lincoln Ave. intersection.
6. Install a sidewalk on the west side of Cranbrook Rd. from Lincoln Ave. to Northlawn Dr. (filling the gap created if the sidewalk work on Phase 2 was completed). Further, install a sidewalk on the south side of Lincoln Ave. from Cranbrook Rd. to Golfview Blvd.
7. Install bike lanes from Lincoln Ave. to 14 Mile Rd., by paving the existing gravel shoulders.

**RECOMMENDED MULTI-MODAL IMPROVEMENT DETAILS:**

Information about how each of the above recommendations can be implemented is provided below. However, it must first be noted that the recommendations are extensive, and the cost to implement them is significant. Here are some funding issues to first consider:

- Cranbrook Rd. is a County road, therefore, the City has not traditionally budgeted funds for its maintenance. However, the RCOC has operated with a short funded operation for many years. One way it has stretched its dollars is to expect that local jurisdictions that are benefitting from road projects to help provide funding. Cranbrook Rd. is in poor condition, and is in need of attention. The RCOC initially prioritized it for construction in 2019. When it approached Birmingham last year to suggest that the City share in the cost, the total job was estimated at \$1.6 million. Birmingham's share was estimated at \$400,000 (25%). Since the project had not been budgeted in time to support a 2019 project, the City could not agree to this commitment. It was subsequently budgeted for fiscal 2019/20. The RCOC agreed to postpone the job for one year in order to allow for Birmingham to budget for the project.
- Staff worked with F&V to conceptually design improvements for the corridor. The cost for just the Phase 2 work noted is estimated at \$640,000. While it is acknowledged that many of the Multi-Modal recommendations would be beneficial to the public at large, given their location, the improvements would likely benefit Bloomfield Twp. and Beverly Hills residents as much as it would benefit Birmingham residents. Given current funding constraints, it may be difficult to expend funds at this level along Cranbrook Rd. at this time.
- Since the City was successful in the past, we believe that a TAP (Transportation Alternatives Program) Grant, using federal dollars, should be attempted.

With the above in mind, the recommendations as referenced in the Master Plan (in the order noted above) are detailed below:

**a. Phase 2:**

1. The Master Plan suggests that Cranbrook Rd. be marked as a three lane road, providing 11 ft. driving lanes, and 5.5 ft. wide bike lanes. The cross-section shown in the master plan assumes that the pavement is 44 ft. wide. Unfortunately, the existing pavement is only 40.5 ft. wide. In order to install marked bike lanes, which must be a minimum of 5 ft. wide each, the driving lanes would have to be narrowed to 10.25 ft. for the driving lanes, and 10 ft. wide for the left turn lane. The City has asked the RCOC to consider this design so that bike lanes can be provided. While the RCOC supports going to a three lane cross-section, they have consistently indicated that they cannot build this road with lanes less than 11 ft. wide. They plan to resurface the road with three 11 ft. lanes, leaving just 3.75 ft. on each side for a paved shoulder. Bike lanes signage cannot be installed at this width.

Earlier this year, two concept plans were prepared. Concept A was designed assuming the RCOC may allow for narrower lane markings on the north half of this project. Concept A would have included installation of the most important sidewalks along the corridor, as well as paved shoulders on the southerly half of the project area. If the RCOC did not approve this concept, Concept B was prepared. In Concept B, the paved bike shoulders are deleted, and instead a widened sidewalk is proposed along the Cranbrook Rd. corridor to allow for a shared-use path. The shared use path would be installed from Midvale Rd. to 14 Mile Rd. Bikes would be encouraged to use Midvale Rd. to connect with the existing Neighborhood Connector Route on Larchlea Rd., rather than ending the bike lane facility at Maple Rd. with no designated place to go. Just this week, the RCOC has confirmed that it cannot support travel lanes at less than 11 ft. wide. As a result, the rest of this report will focus on working with the Concept B plan.

2. If a shared use path is built on Cranbrook Rd. along the Seaholm High School frontage, signs and sharrows would be added to Midvale Rd. to encourage the use of Midvale Rd. as a Neighborhood Connector Route to the existing route at Larchlea Rd.
3. The installation of a pedestrian island at the south side of the Midvale Rd. intersection, which is signalized, is recommended. Staff suggests that this element be prioritized whether the TAP grant is approved or not. Further, it should be built as a part of the Cranbrook Rd. resurfacing project, with 50% of the cost being paid by Bloomfield Twp., and 50% being paid by Birmingham. An endorsement from the Board is requested, so that staff can request the RCOC to proceed with the inclusion of this improvement in 2020. (The RCOC is not interested in building most of the other recommendations, particularly if they are being paid for with federal funds, which would complicate the administration of this project. If a TAP grant is received, it is anticipated that the work would be built by the City of Birmingham under a separate contract no later than 2021.)
4. The high priority sidewalks along both Cranbrook Rd. and 14 Mile Rd. were recommended at 6 ft. wide in the master plan. It is recommended that they be

proposed at 10 ft. wide to create a combination pedestrian and bicycle facility that would extend for  $\frac{3}{4}$  of a mile on Cranbrook Rd. The 14 Mile Rd. section would still be improved with a standard 5 ft. wide sidewalk, to match the existing sidewalk to the west. Note the following considerations:

- The City Code stipulates that when sidewalks are installed for the first time, 100% of the cost is charged to the adjacent property owners, through a special assessment. Public school properties are not required to pay special assessments, therefore the  $\frac{1}{4}$ -mile long section adjacent to Seaholm High School would have to be paid for by the City. Similarly, the long sections along the Lincoln Hills Golf Course and Birmingham Bloomfield Art Center is adjacent to City owned property, so they would also be funded by the City. A special assessment district could be created to help pay for the segment from Lincoln Ave. to Northlawn Blvd. Since a 10 ft. wide path is recommended instead of the normal 5 ft. sidewalk, a cost reduction should be considered to be consistent with the intent of the City Code. Considering the large percentage of cost that would have to be borne by the City, the effort to obtain a federal grant for 80% of the total cost is appropriate.
- The Concept B plans were prepared with a 10 ft. wide mixed use path along the 14 Mile Rd. frontage of the Lincoln Hills Golf Course. The cost of this work is estimated high due to the regrading and/or retaining walls that would need to be constructed in order to create sufficient space for this path. Since there are no other bike facilities on this section of 14 Mile Rd. for bikes to connect to, it is recommended that a typical 5 ft. wide sidewalk be installed on 14 Mile Rd., which would simplify the construction, and the overall cost of this segment.

**b. Phase 3:**

5. It is expected that a crossing island just north of the Seaholm High School service drive (just north of Lincoln Ave.) would not be appropriate, as this area is needed as a left turn lane for southbound traffic wishing to turn on to Lincoln Ave. However, Bloomfield Twp. already plans to construct a sidewalk on the west side of Cranbrook Rd. from south of Cranbrook Cross to Middlebury Lane (about  $1\frac{1}{2}$  blocks), to fill in the remaining gap of sidewalk in this area. As a part of that work, they plan to build a marked crosswalk to encourage pedestrians to cross from Middlebury Lane across to the high school, without an island. Given the circumstances, this represents a worthwhile substitute.
6. While beneficial, the sidewalk recommendations along the remaining frontage of the Lincoln Hills Golf Course (north of Northlawn Dr.), and the sidewalk along the south side of Lincoln Ave. would be considered a lower priority. This cost was not included in the Concept B cost estimate. However, if funding for this work can be achieved at 20% local cost, the additional sidewalks would help improve the accessibility of the entire area. If built, the properties on the south side of Lincoln Ave. would be subject to a special assessment. Input from the Board is suggested. Property owners that would be included in the special assessment are receiving the attached mailed notice, so that they are aware of this discussion.

7. Since the RCOC will not be providing a pavement where bicycle use can be encouraged north of Lincoln Ave., installing paved shoulders for bicycle lanes south of Lincoln Ave. would not be appropriate. This recommendation is not a part of the Concept B plan.

## SUMMARY

To summarize, the following improvements are already authorized and currently being planned:

1. Sidewalk installation on the west side of Cranbrook Rd., from south of Cranbrook Cross to Middlebury Lane, as well as a marked crosswalk north of Lincoln Ave. (by Bloomfield Twp.), to be completed in late 2019 (recommendation #5 (modified)).
2. Cranbrook Rd. resurfacing from Maple Rd. to 14 Mile Rd., to be completed in 2020, which will include reducing the current four lane section from Maple Rd. to Lincoln Ave. to three lanes, with paved shoulders on both sides. The City will pursue the inclusion of a pedestrian island and crosswalk improvement at the Midvale Rd. intersection (recommendations #1 and #3 (modified)). Funding of the island would be split between Bloomfield Twp. and Birmingham.

If recommended by the Board and endorsed by the City Commission, a TAP Grant application will be put together for submittal by the October 16 deadline, with the intention of constructing the improvements in 2021 if awarded. Improvements funded under the grant would include:

1. Mixed use path (10 ft. wide) installation on the east side of Cranbrook Rd. from Midvale Rd. to Northlawn Dr., and on the west side of Cranbrook Rd. from Northlawn Rd. to 14 Mile Rd., further, sidewalk (5 ft. wide) installation on the north side of 14 Mile Rd. from Crosswick Rd. to Cranbrook Rd. (recommendations #2, #4, & #7 (modified)).
2. An optional recommendation for additional 5 ft. wide sidewalk to fill in remaining gaps on Cranbrook Rd. and Lincoln Ave. can also be included in the TAP grant application, pending Board input (recommendation #6).

A recommendation to the City Commission is provided below. The fourth component is considered optional, based on feedback from the Board:

## SUGGESTED RECOMMENDATION:

The Multi-Modal Transportation Board recommends that the City Commission endorse the installation of a pedestrian island and improved crosswalk on Cranbrook Rd. at the south side of the Midvale Rd. intersection, to be built in conjunction with the Cranbrook Rd. resurfacing project, scheduled for 2020 construction by the Road Commission of Oakland Co.

Further, to direct staff to apply for a Transportation Alternatives Program (TAP) grant to obtain federal funds to cover up to 80% of the construction cost of multi-modal improvements on Cranbrook Rd. to consist of:



1. The installation of a 10 ft. wide concrete mixed-use path for pedestrian and bicycle usage on the east side of Cranbrook Rd. from Midvale Rd. to Northlawn Dr., and on the west side of Cranbrook Rd. from Northlawn Dr. to 14 Mile Rd.
2. Extension of Neighborhood Connector Route signs and sharrows on Midvale Rd. from Cranbrook Rd. to Larchlea Rd.
3. The installation of a 5 ft. wide concrete sidewalk on the north side of 14 Mile Rd. from Crosswick Rd. to Cranbrook Rd. (Lincoln Hills Golf Course frontage).
4. *(Optional) The installation of 5 ft. wide concrete sidewalks on the west side of Cranbrook Rd. from Lincoln Ave. to Northlawn Dr., and on the south side of Lincoln Ave., from Cranbrook Rd. to Golfview Blvd.*

## CITY OF BIRMINGHAM MULTIMODAL TRANSPORTATION PLAN NETWORK IMPLEMENTATION PLAN



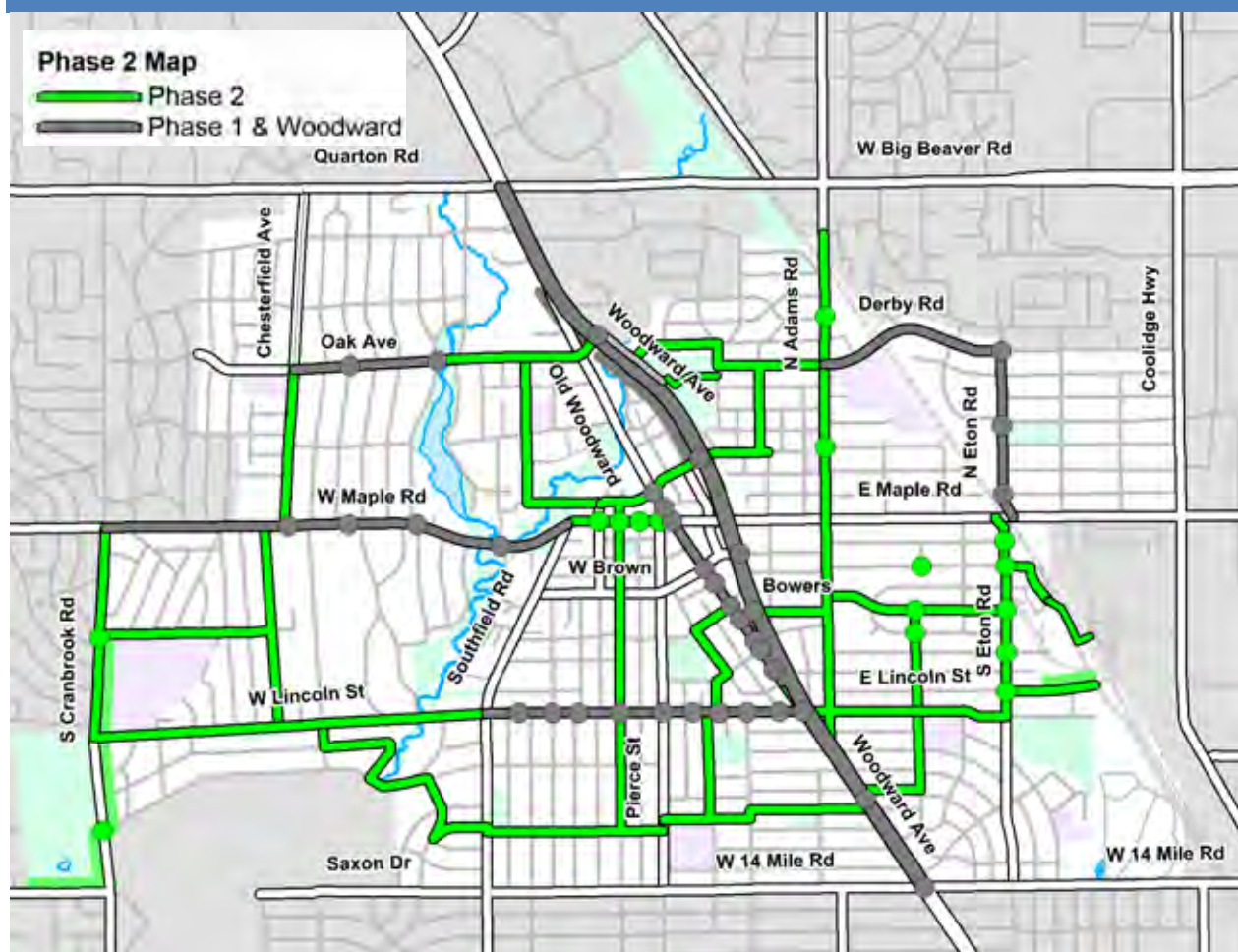
### 4.3 PHASE 2

#### PHASE 2: OVERVIEW

Phase 2 objective is to provide connections across the community and create a backbone for the City's long-range multi-modal system. This phase achieves this by building on the existing multi-modal system.

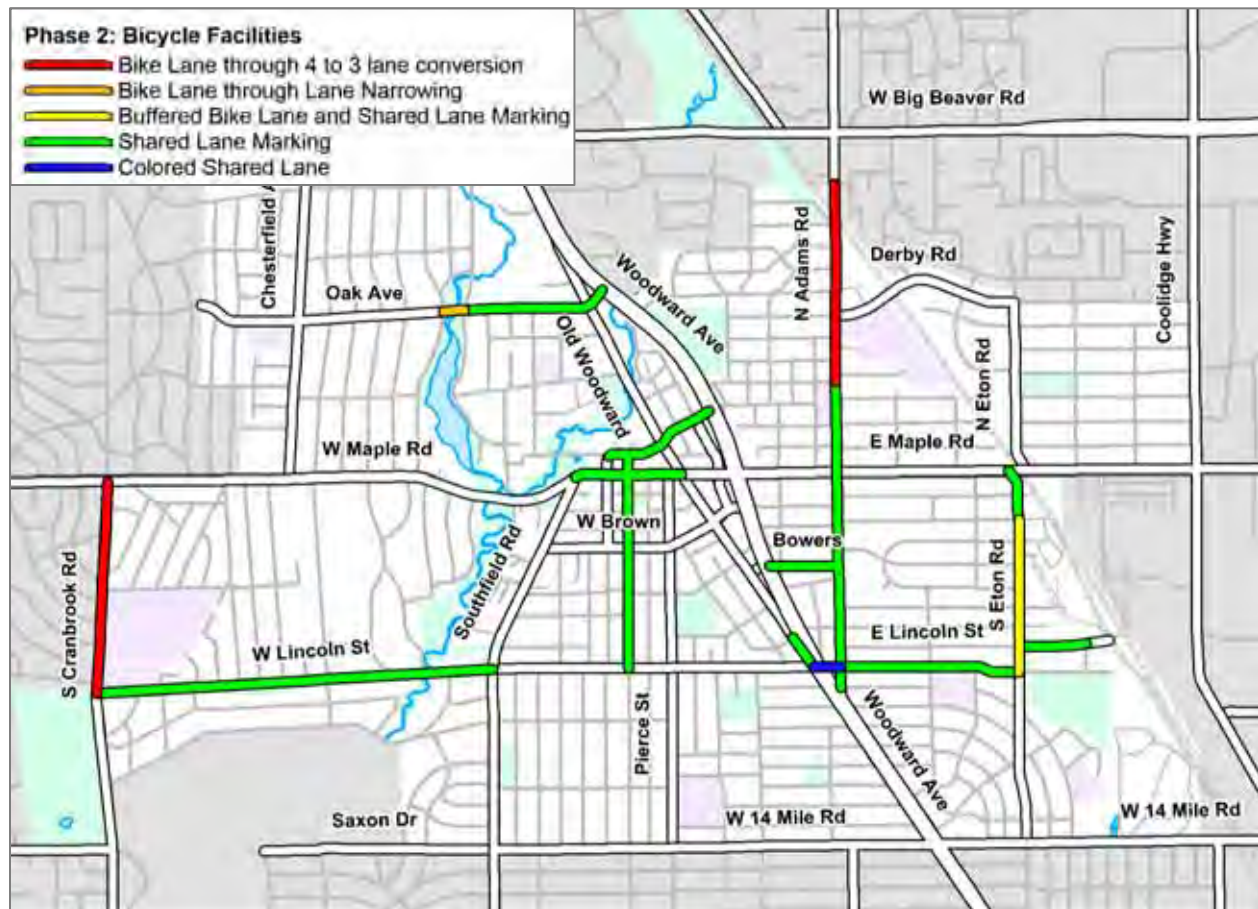
The following pages provide a more detailed breakdown of Phase 2.

FIGURE 4.3A. PHASE 2



## PHASE 2: PROPOSED BIKE FACILITIES

The following provides a list of on-road bike facilities that can be implemented in the near-term with minimal changes to the roadway. Please note that at time of implementation all bike facilities should be accompanied by appropriate signage.



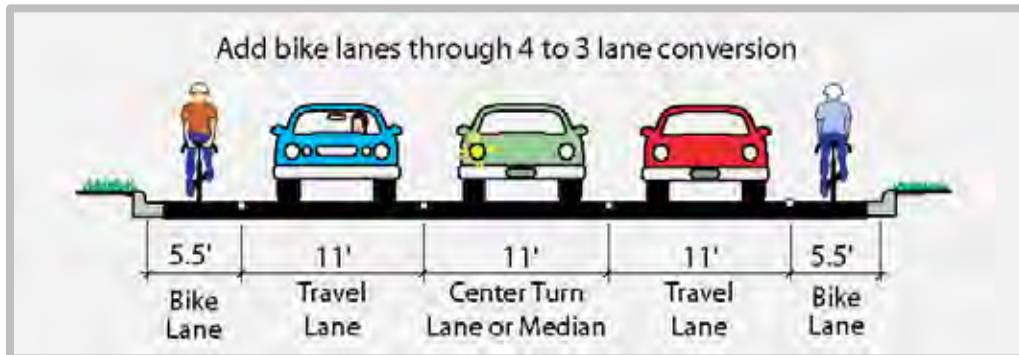
On S Eton Road between Yosemite Boulevard and E Lincoln Street, remove parking on the west side of the street and add a buffered bike lane. On the east side of the street keep on-street parking and add a shared-lane marking. The buffer between the bike lane and travel lane should be cross hatched.

### S ETON ROAD



Add bike lanes to S Cranbrook Road between W Maple Avenue and W Lincoln Street through a four-lane to three-lane conversion. Add bike lanes to N Adams Road between Madison Street and Evergreen Drive through a four-lane to three-lane conversion. Please note that prior to implementation a micro-simulation may be necessary to see how school traffic timing affects both corridors.

#### **S CRANBROOK ROAD AND N ADAMS ROAD**



Add bike lanes to Oak Avenue between Lake Park Drive and Lakeside Drive by adding an edge stripe 6' out from the curb on both sides of the road.

Add shared lane markings to the following roadways:

- W Lincoln Street between S Cranbrook Road and Southfield Road
- E Lincoln Street between Adams Road and S Eton Road
- S Eton Road between W Maple Rd and Yosemite
- N Eton Road between Yorkshire Road and W Maple Road
- Bowers Street between Woodward Avenue and Adams Avenue
- Oakland Avenue between N Old Woodward Avenue and Woodward Avenue
- Willits Street between N Chester Street and N Old Woodward Avenue
- W Maple Road between Southfield Road and N Old Woodard Avenue
- S Bates Street between W Lincoln St and Willits Street
- Cole Street east of S Eton Street
- Adams Road between Madison Street and Woodward Avenue
- Oak Avenue between Lake Park Drive and Woodward Avenue
- Chesterfield Avenue between Oak Avenue and W Maple Road
- One-way on S Old Woodward Ave between Landon Rd and E Lincoln St

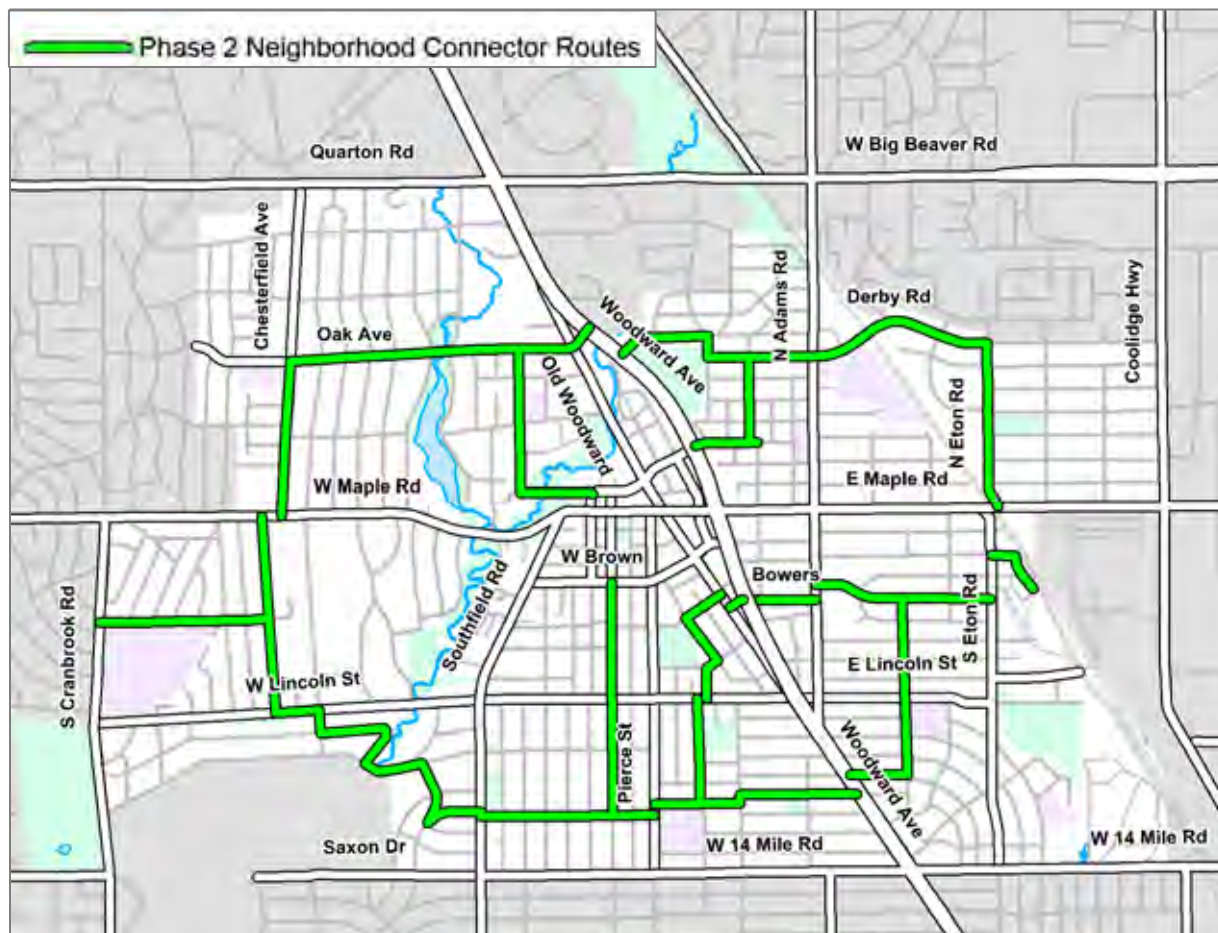
Add colored shared lane markings to E Lincoln Street between Woodward Avenue and Adams Road.



<b>PHASE 2 BICYCLE FACILITIES:</b>				
<b>Road</b>	<b>From</b>	<b>To</b>	<b>Quantity</b>	<b>Unit</b>
<b>Bike Lanes through 4 to 3 lane conversion (stripe removal, pavement markings and signage):</b>				
S Cranbrook Rd	W Maple Rd	W Lincoln Rd	0.57	MI
N Adams Rd	Evergreen Dr	Madison St	0.55	MI
<b>Buffered Bike Lane (pavement markings and signage in one direction)</b>				
S Eton Rd	Yosemite Blvd	E Lincoln St	0.5	LF
<b>Bike Lanes through Lane Narrowing:</b>				
Oak Ave	Lake Park Dr	Lakeside Dr	0.06	MI
<b>Shared Lane Markings (placed every 200' - 250'):</b>				
W Lincoln St	S Cranbrook Rd	Southfield Rd	1.00	MI
E Lincoln St	Adams Rd	S Eton Rd	0.51	MI
S Eton Rd	W Maple Rd	Yosemite	0.07	MI
N Eton Rd	Yorkshire Rd	W Maple Rd	0.08	MI
Bowers St	Woodward Ave	Adams Rd	0.2	MI
Oakland Ave	N Old Woodward Ave	Woodward Ave	0.16	MI
Willits St	N Chester St	N Old Woodward Ave	0.15	MI
W Maple Rd	Southfield Rd	N Old Woodward Ave	0.27	MI
S Bates	W Lincoln St	Willits St	0.6	MI
Cole St	East of S Eton St		0.25	MI
Adams Rd	Madison St	Woodward Ave	0.9	MI
Oak Ave	Lake Park Dr	Woodward Ave	0.46	MI
Chesterfield Ave	Oak Ave	W Maple Rd	0.45	MI
<b>Shared Lane Markings (placed every 200' - 250' in one direction):</b>				
S Eton Rd	Yosemite Blvd	E Lincoln St	0.5	MI
S Old Woodward Ave	Landon Rd	E Lincoln St	0.12	MI
<b>Colored Shared Lane Markings (placed every 200' - 250' with solid green paint the entire length):</b>				
W Lincoln St	Woodward Ave	Adams Rd	0.10	MI

## PHASE 2: PROPOSED NEIGHBORHOOD CONNECTOR ROUTES

The following map displays the neighborhood connector routes that should be implemented first. Initially, implementation along these routes is as simple as providing wayfinding signage identifying the direction of the route and key destinations. Eventually, other enhancements such as rain gardens, traffic calming measures, and street art may be incorporated. Please note that some of these routes are dependent on road crossings which are proposed in Phase 1 and Phase 2.

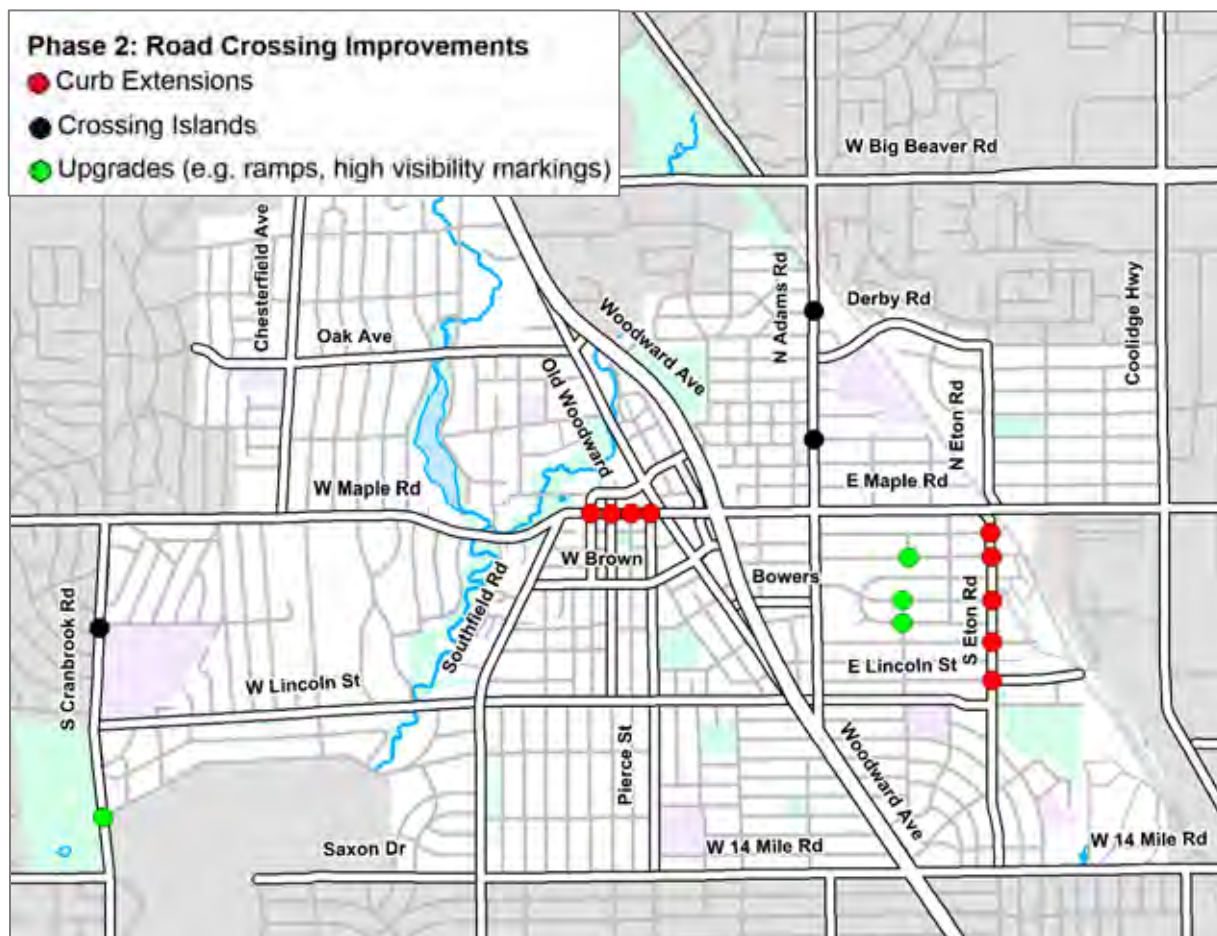


In Phase 2 only wayfinding signage is proposed. In the future, the City may consider adding some additional enhancements such as mini traffic circles, pavement markings, chicanes, street diverters, and pedestrian street lighting.

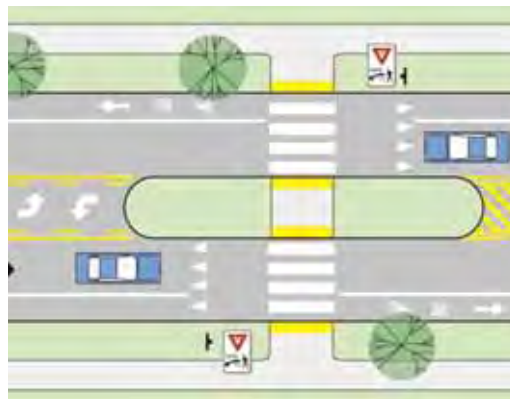
PHASE 2 NEIGHBORHOOD CONNECTOR ROUTES:				
Road	From	To	Quantity	Unit
<b>Wayfinding Signs:</b>				
Midvale	S Cranbrook Rd	Larchlea Dr	0.47	MI
Larchlea Dr	W Maple Rd	W Lincoln St	0.57	MI
W Lincoln St	Larchlea Dr	Pleasant St	0.13	MI
Pleasant St	W Lincoln St	Fairway Dr	0.08	MI
Fairway Dr	Pleasant St	Northlawn Blvd	0.30	MI
Northlawn Blvd	Fairway Dr	Latham St	0.18	MI
Latham St	Northlawn Blvd	Worthington Rd	0.16	MI
Worthington Rd	Latham St	Southfield Rd	0.16	MI
W Southlawn Blvd	Southfield Rd	Peirce St	0.36	MI
Pierce St	W Southlawn Blvd	W Southlawn Blvd	0.03	MI
E Southlawn Blvd	Pierce St	Grand St	0.24	MI
Grant St	E Southlawn Blvd	Emmons Ave	0.03	MI
Emmons Ave	Grant St	Woodward Ave	0.35	MI
Chapin Ave	Woodward Ave	Troy St	0.17	MI
Torry St	Haynes St	Chapin Ave	0.45	MI
Pathway (north of Torry St)	Bowers St	Haynes St	0.08	MI
Bowers St	Adams Rd	S Eton Rd	0.52	MI
Adams Rd	Bowers St	Bowers St	0.03	MI
Bowers St	Woodward Ave	Adams Rd	0.18	MI
Bowers St	S Old Woodward Ave	Woodward Ave	0.07	MI
S Old Woodward Ave	E Frank St	Bowers St	0.03	MI
E Frank St	Purdy St	S Old Woodward Ave	0.11	MI
Purdy St	E Frank St	George St	0.15	MI
George St	Floyd St	Purdy St	0.03	MI
Floyd St	George St	E Lincoln St	0.08	MI
E Lincoln St	Edgewood Rd	Floyd St	0.03	MI
Edgewood Rd	E Lincoln St	E Southlawn Blvd	0.3	MI
S Bates St	W Brown St	Southlawn Blvd	0.66	MI
Washington Blvd	W Lincoln St	W Southlawn Blvd	0.34	MI
Chesterfield Ave	Oak Ave	W Maple Rd	0.44	MI
Oak Ave	Chesterfield Ave	Woodward Ave	0.87	MI
Greenwood St	Oak Ave	Willits St	0.4	MI
Willits St	Greenwood St	N Chester St	0.2	MI
Woodward Ave Sidepath	Oak Ave	Wimbledon Dr	0.13	MI
Wimbledon Dr	Woodward Ave	Oxford St	0.26	MI
Oxford St	Wimbledon Dr	Mohegan St	0.06	MI
Mohegan St	Oxford St	N Adams Rd	0.3	MI
Poppleton St	Mohegan St	Oakland Ave	0.25	MI
Oakland Ave	Poppleton St	Woodward Ave	0.15	MI
Derby Rd	N Adams Rd	N Eton Rd	0.53	MI
E Eton St	Derby Rd	E Maple Rd	0.48	MI
E Maple Rd Sidepath	S Eton Rd	N Eton Rd	0.06	MI
S Eton St Sidepath	E Maple Rd	Yosemite Blvd	0.09	MI
Villa Ave	S Eton Rd	Villa Rd	0.09	MI
Villa Rd	Villa Ave	Proposed Pathway	0.12	MI
Proposed Pathway extending from Villa Rd to Troy Transit Station			0.2	MI

## PHASE 2: PROPOSED ROAD CROSSING IMPROVEMENTS

The proposed road crossing improvements include both new road crossings and recommended upgrades to existing road crossings. Due to the high volume of walking that already exists in the City, it is important to improve the existing crossings and provide new crossings where there is high demand in order to create a safer environment for everyone.



A crossing island is proposed on S Cranbrook Road at Midvale on the south side of the intersection to be implemented concurrent with the proposed 4 to 3 lane conversion. A crossing island is proposed on N Adams at Abbey Road on north side of the intersection to be implemented concurrent with the proposed 4 to 3 lane conversion. And a crossing island is proposed at N Adams at Buckingham Avenue on the south side of intersection in the unused center turn lane.





Curb extensions are proposed throughout the downtown to help eliminate the stepped curbed and provide ramps to make the downtown more accessible to everyone. Because of the cluster of proposed curb extensions it would make more sense to implement as part of a road reconstruction project.

Curb extensions are proposed along S Eton Road near the Rail District. They should extend into the roadway 5' on the west side of the street and 8' on the east side of the street.

There are a few locations where pedestrian crossings are needed and/or minor improvements should be made.

- North side of Haynes Street between Bowers Street and Columbia Street – improvements include ramp, detectable warning, sidewalk extension, signs, high visibility pavement marking
- Bowers Street between Haynes Street and Columbia Street – improvements include detectable warnings, signs, high visibility pavement markings
- Villa Road at Yankee – improvements include detectable warnings, signs, high visibility pavement markings
- S Cranbrook Road at Northlawn Boulevard - improvement include ramps, detectable warnings, signs and high visibility pavement markings

PHASE 2 ROAD CROSSING IMPROVEMENTS:				
Road	From	To	Quantity	Unit
<b>Crossing Islands (Bollards, landscaping, concrete curbs, striping):</b>				
S Cranbrook Rd	at Midvale		1	EACH
N Adams Rd	at Abbey Rd		1	EACH
N Adams Rd	at Buckingham Ave		1	EACH
<b>Curb Extensions</b>				
S Eton Rd	at Yosemite Blvd		4	EACH
S Eton Rd	at Villa Rd		4	EACH
S Eton Rd	at Bowers St		4	EACH
S Eton Rd	at Holland St		4	EACH
S Eton Rd	at Cole St		4	EACH
W Maple Rd	at Chester St		1	EACH
W Maple Rd	at S Bates St		4	EACH
W Maple Rd	at Henrietta St		4	EACH
W Maple Rd	at Pierce St		4	EACH
<b>Minor Upgrades (high visibility markings, ramps and signs)</b>				
Haynes St	between Bowers St and Columbia St		1	EACH
Bowers St	between Haynes St and Columbia St		1	EACH
Villa Rd	at Yankee		1	EACH
S Cranbrook Rd	at Northlawn Blvd		1	EACH

## PHASE 2: PROPOSED PATHWAYS & SIDEWALKS

Due to the nearly complete existing sidewalk system in the City of Birmingham, only a few key sidewalk and pathway connections have been proposed in the initial phases.



Sidewalks are proposed along the west side of S Cranbrook Road between Midvale and Northlawn Boulevard and south of Northlawn Boulevard on the east side of the road down to W 14 Mile Road providing a connection between the high school and dog park. The City should coordinate with the high school when implementing the sidewalk segment along school property.

A sidewalk is proposed along the north side of W 14 Mile west of S Cranbrook Road to provide a connection to the existing sidewalk in Bloomfield Township.

A sidewalk is proposed along the north side of Cole Street east of S Eton Street to help provide connections to businesses along the corridor and in preparation for future connections to the Troy Intermodal Transit Center.

A pathway is proposed at the end of Villa Road to connect the rail district to the future Troy Intermodal Transit Center. The implementation of this pathway should be coordinated with property owners and the final design and construction of the Troy Intermodal Transit Center. Easements may be required to make this connection.

A pathway is proposed through Poppleton Park connecting Woodward Avenue to Oxford Street. Implementation of this pathway should be coordinated with the upcoming waterline project in Poppleton Park.

PHASE 2 PATHWAYS 7 SIDEWALKS:				
Road	From	To	Quantity	Unit
<b>Sidewalk (6' wide) along Road Right-of-way</b>				
S Cranbrook Rd (east)	Midvale	Northlawn Blvd	1500	LF
S Cranbrook Rd (west)	Northlawn Blvd	W 14 Mile Rd	900	LF
Cole St (north)	East of S Eton St		800	LF
W 14 Mile Rd	1200' west of S Cranbrook Rd		1200	LF
<b>Asphalt Pathway (10' wide, does not include cost of acquiring easment)</b>				
Rail District - Connecting Villa Rd to Troy Transit Station (easment required)			650	LF
Poppleton Park - Connecting Woodward Ave to Oxford St			1400	LF

## PHASE 2: PROPOSED BICYCLE PARKING

Two types of bicycle parking are proposed in the downtown.

Temporary/Seasonal bicycle racks should be placed where there are large curb extensions or where space is available adjacent to outdoor dining decks. Based on their success, additional racks may be added as needed.

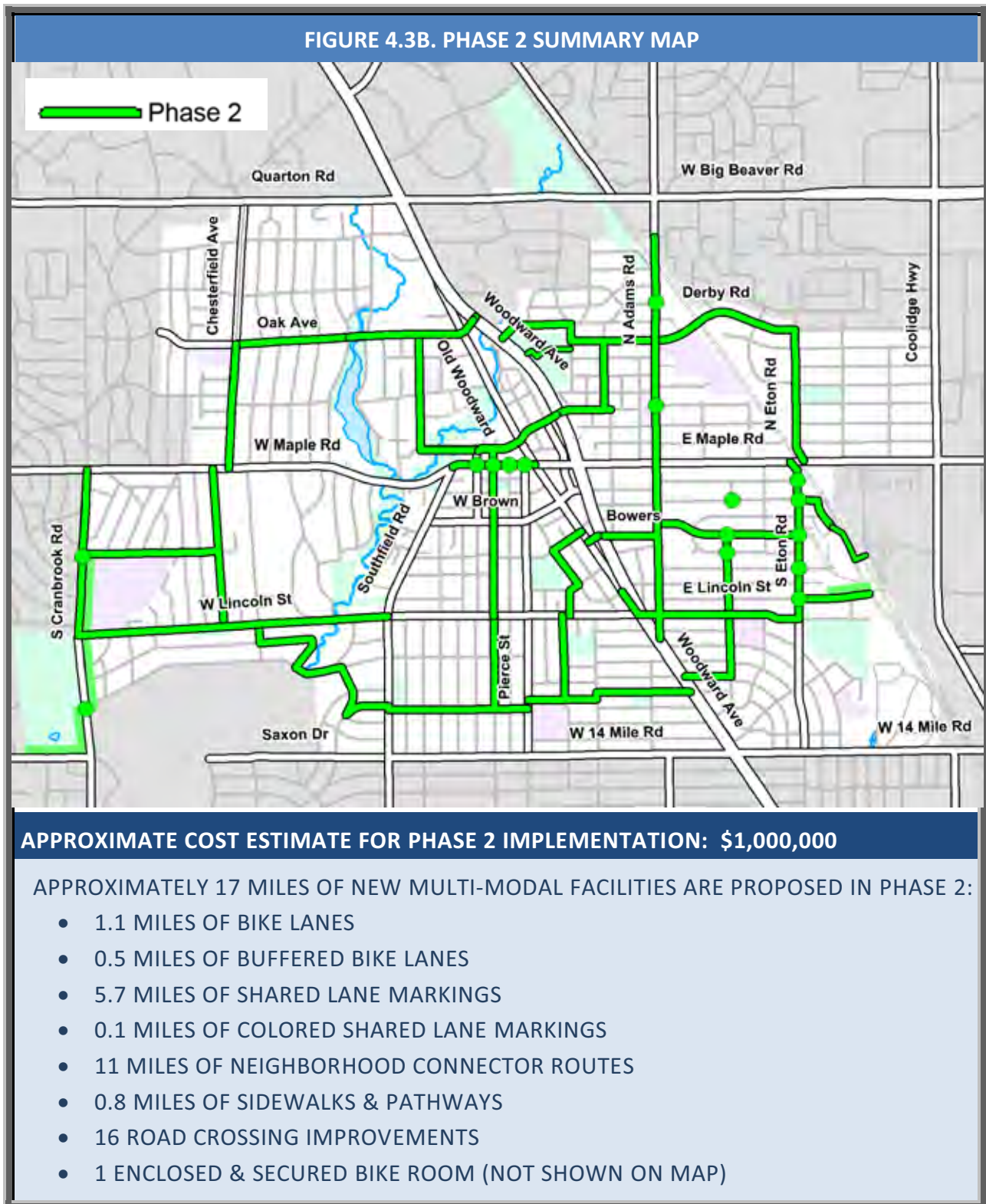
An enclosed and secured bike room should be placed on the ground floor (level 2) of the northeast corner of the Pierce Street parking garage.



### PHASE 2 BICYCLE PARKING:

Road	From	To	Quantity	Unit
<b>Temporary/Seasonal Racks</b>				
Downtown Area			3	EA
<b>Enclosed &amp; Secure Bike Room</b>				
Pierce St Parking Garage			1	EA





## CITY OF BIRMINGHAM MULTIMODAL TRANSPORTATION PLAN

### NETWORK IMPLEMENTATION PLAN

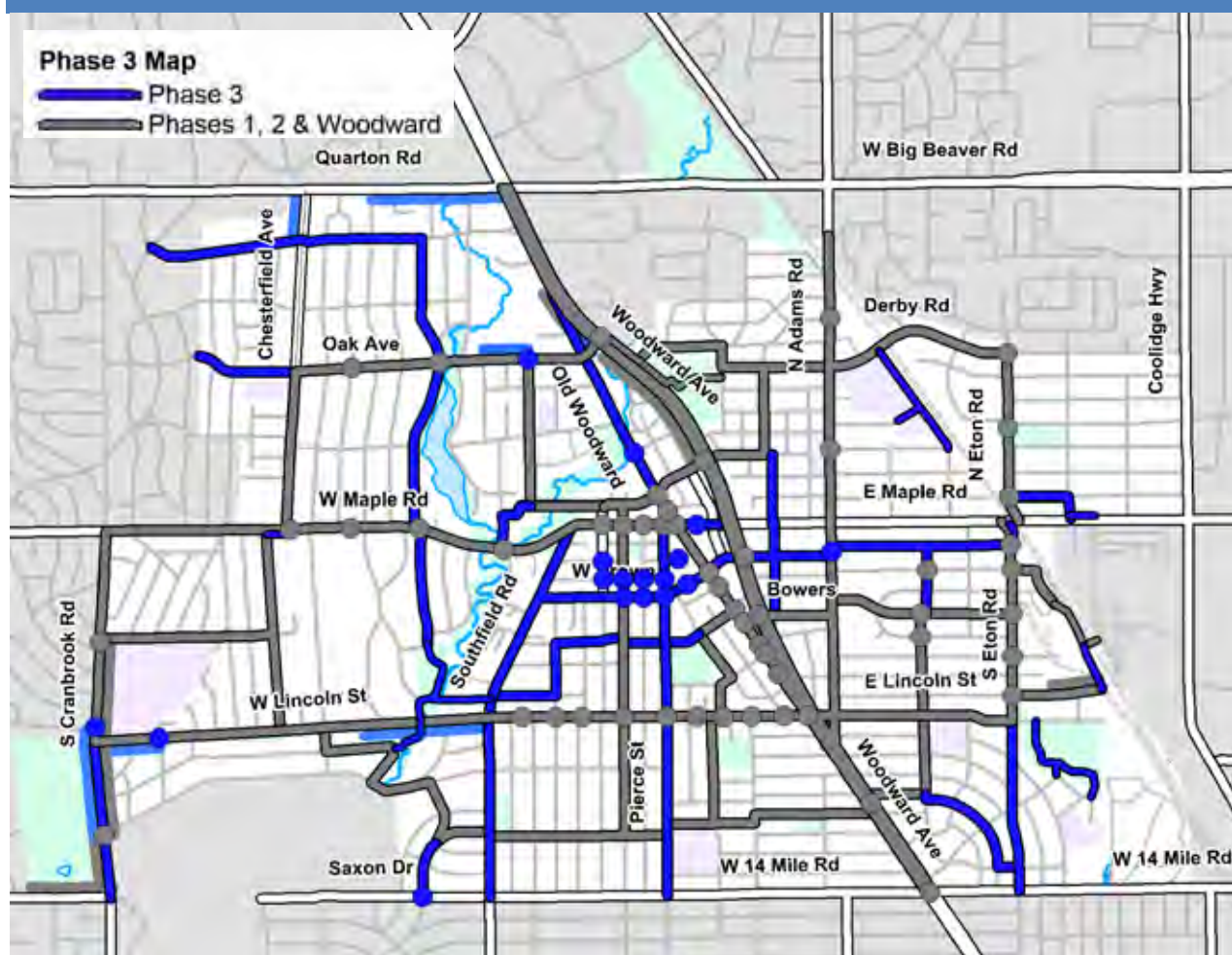
#### 4.4 PHASE 3

##### PHASE 3: OVERVIEW

This phase focuses on completing the multi-modal network and includes the remaining network improvements. Due to the length of time it is going to take to complete the first two phases, the remaining improvements have been grouped into Phase 3. When the first two phases are near completion, a more thorough evaluation should be done to determine what new opportunities are available and what the costs may be.

The following pages outline the remaining infrastructure improvements to complete the multi-modal network.

FIGURE 4.3A. PHASE 3



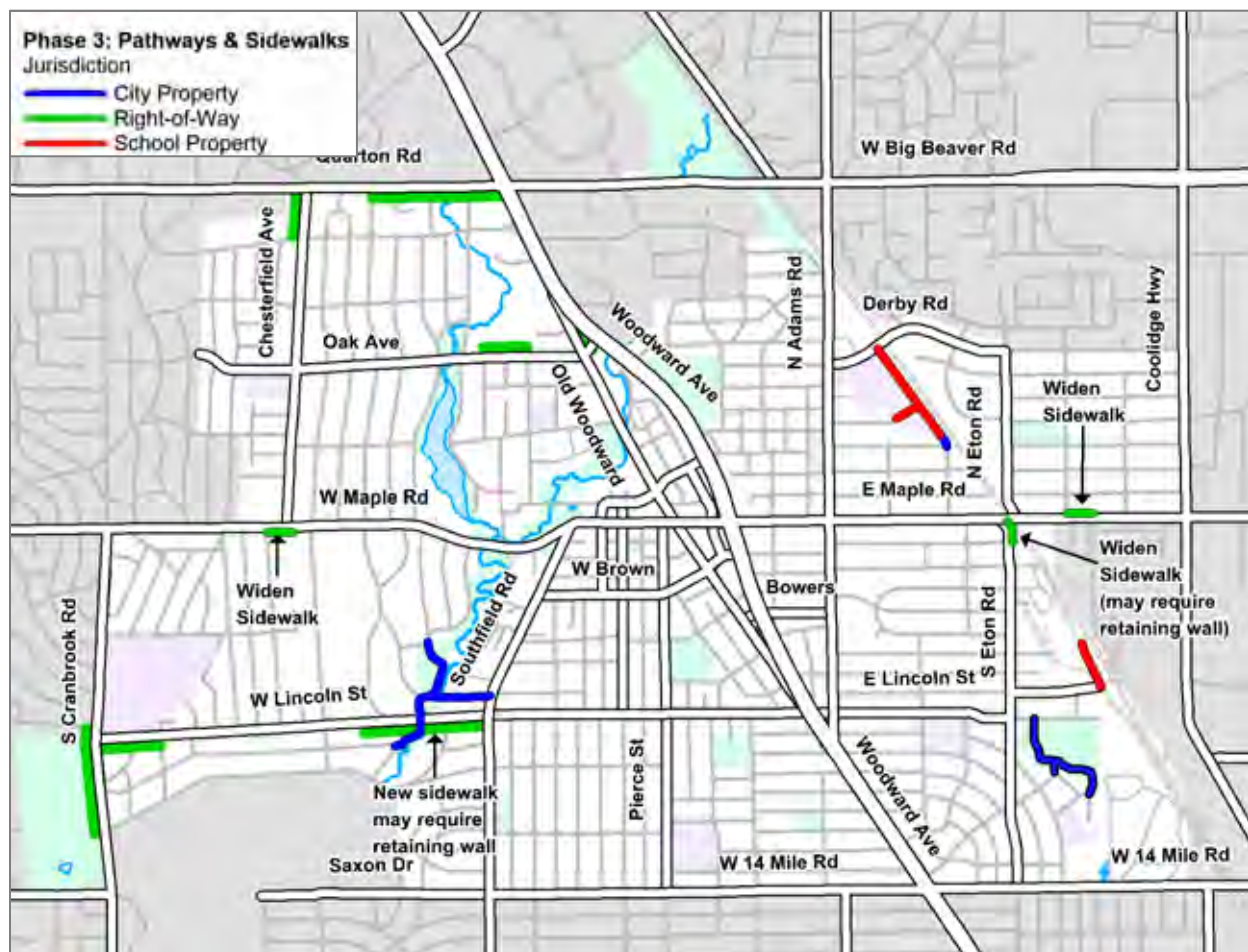


### PHASE 3: RECOMMENDED PATHWAYS & SIDEWALKS

Phase 1 and Phase 2 focus on addressing some of the more critical gaps in the sidewalk system. Phase 3 should focus on completing the remaining gaps in the system. Completing sidewalk gaps can be costly so it is important to utilize opportunities, especially when a road is reconstructed or a property is developed.

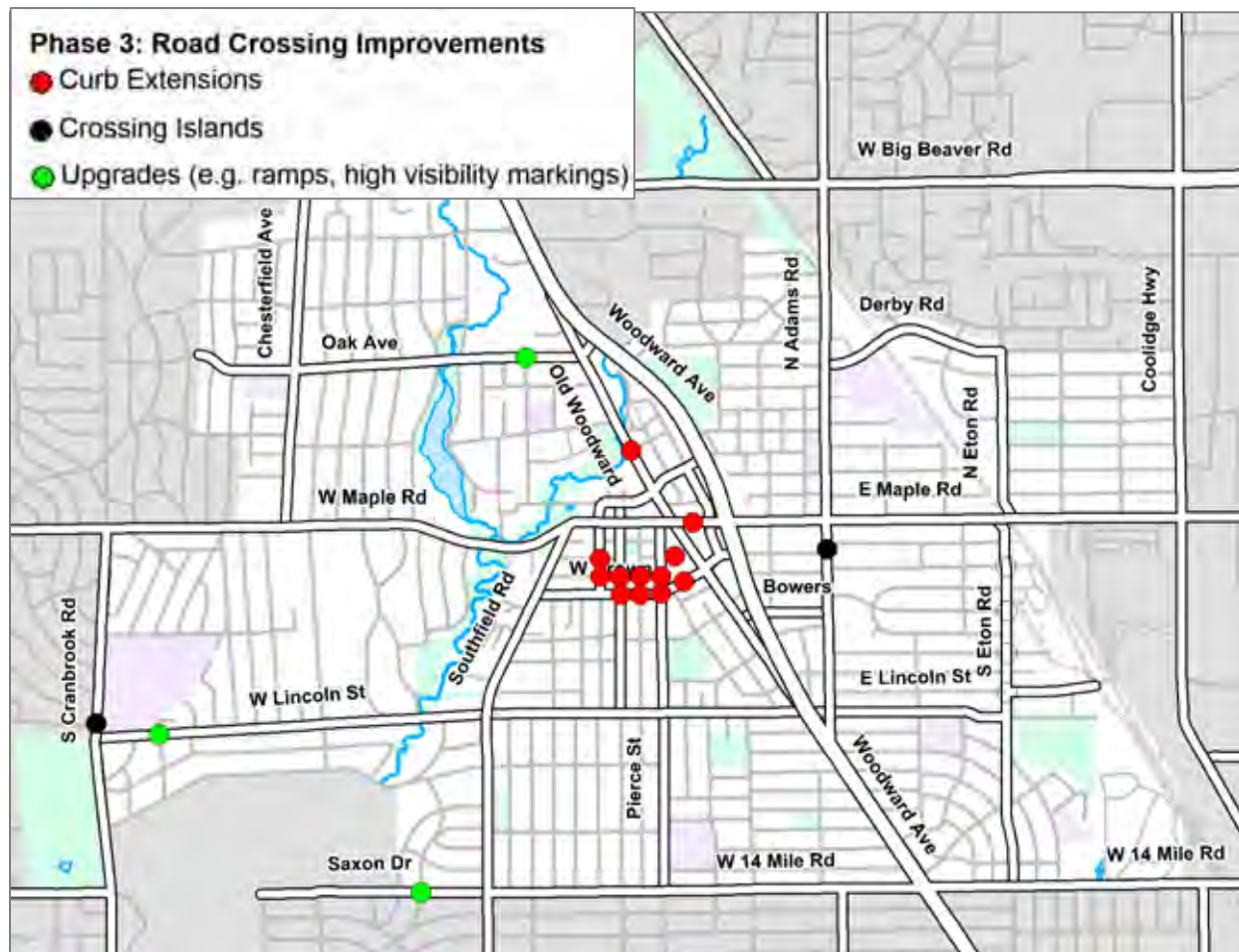
The remaining sidewalks and pathways are on City property, school property or in the road right-of-way.

In the future, whenever a site is redeveloped, non-motorized connections should be provided either as a sidewalk along a roadway with bike lanes or a shared-use pathway.



### PHASE 3: RECOMMENDED ROAD CROSSING IMPROVEMENTS

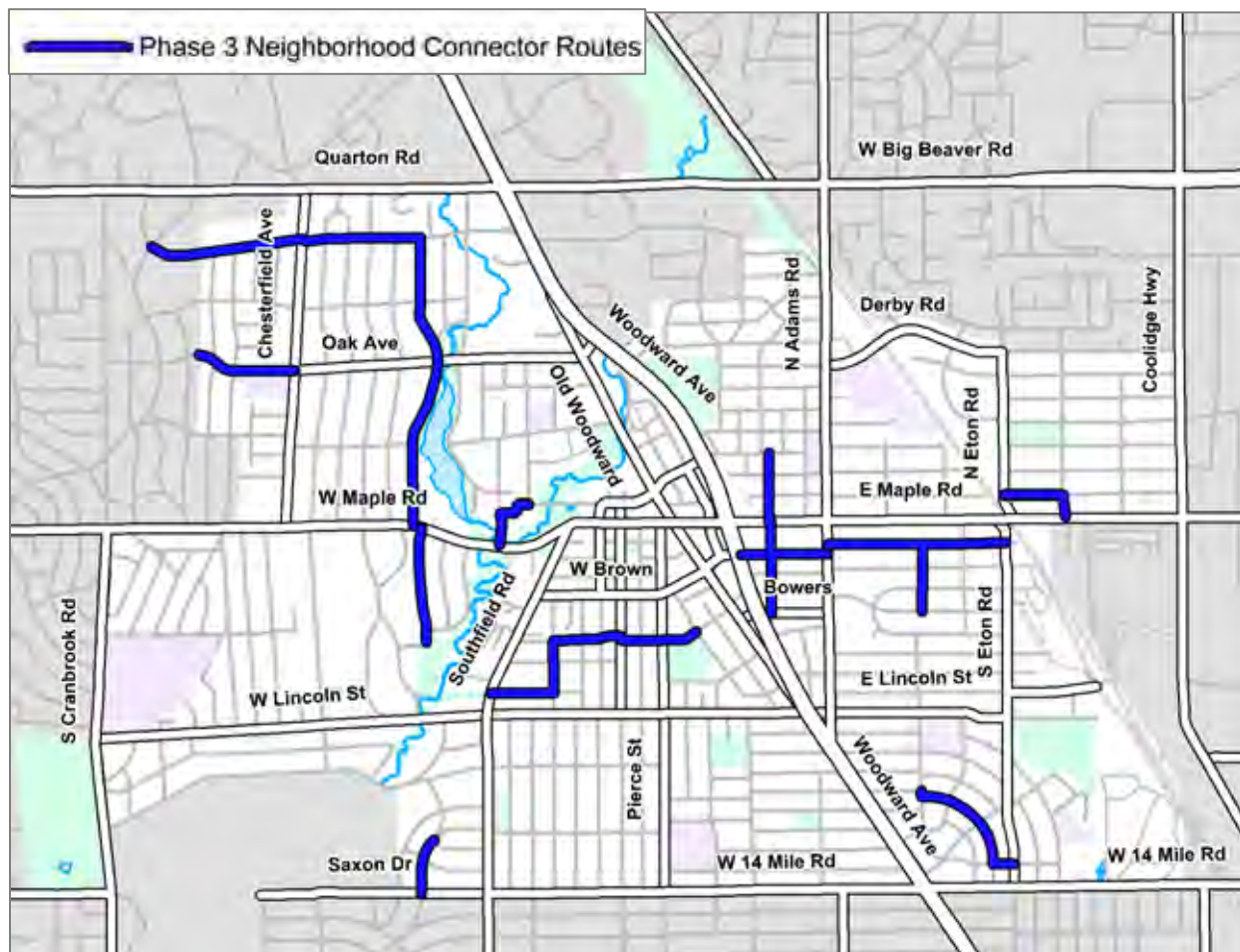
Many of the remaining road crossing improvements align with the neighborhood connector routes, provide mid-block crossings and increase visibility between motorists and pedestrians in the downtown.





### PHASE 3: RECOMMENDED NEIGHBORHOOD CONNECTOR ROUTES

This phase focuses on completing the neighborhood connector routes. While the neighborhood connector routes are relatively easy and economical to implement some are dependent on the construction of proposed pathways and road crossing improvements. It will be important to prioritize the implementation of the neighborhood connector routes in this phase based on the progress of pathways implementation and road crossing improvements.

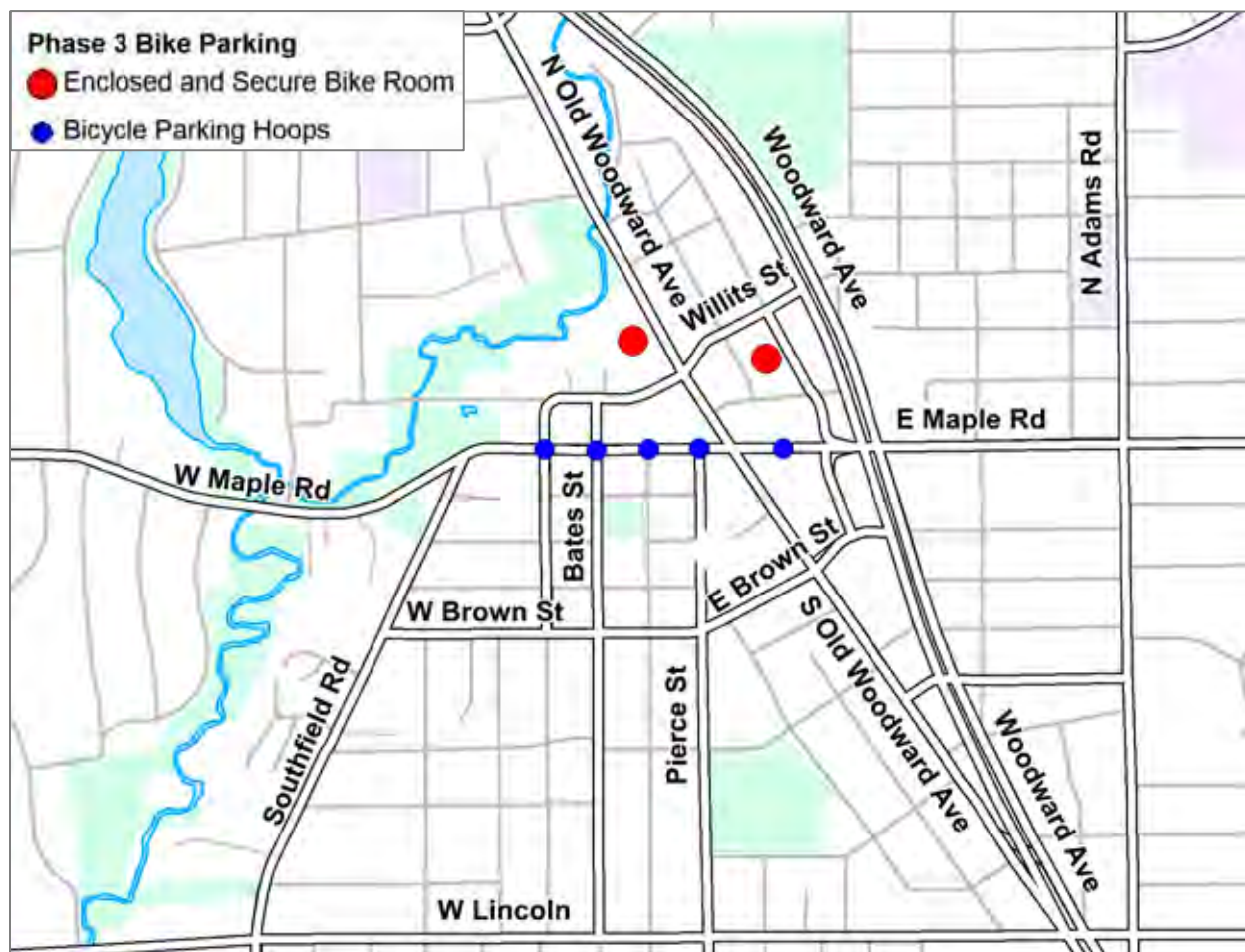




### PHASE 3: RECOMMENDED BICYCLE PARKING

It is recommended that 2 bike racks be placed on each proposed curb extension along Maple Road in the downtown.

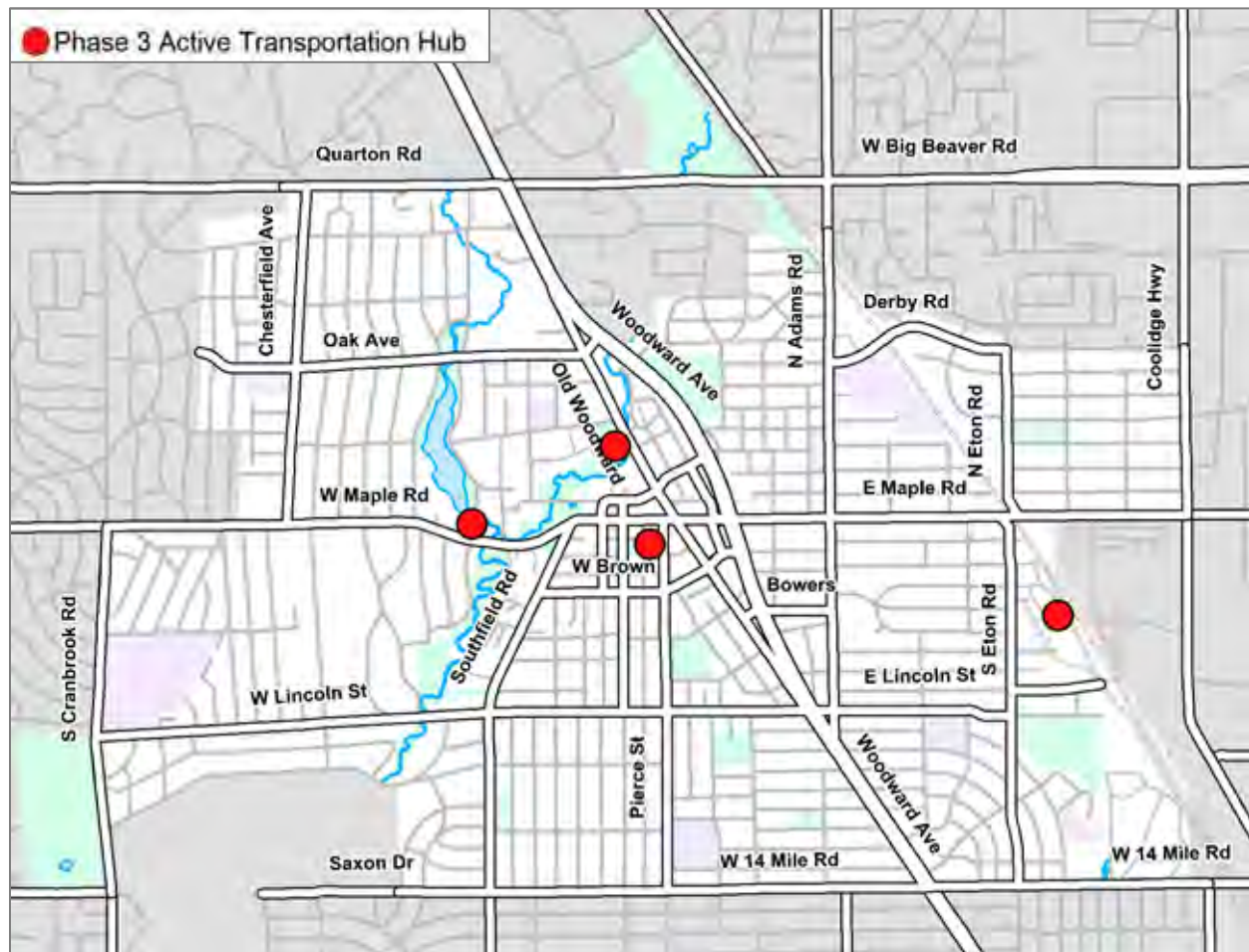
Based on the success of the proposed bike room in the Pierce Street Parking Garage, the City should evaluate if bike rooms should be implemented in other parking garages in the downtown.



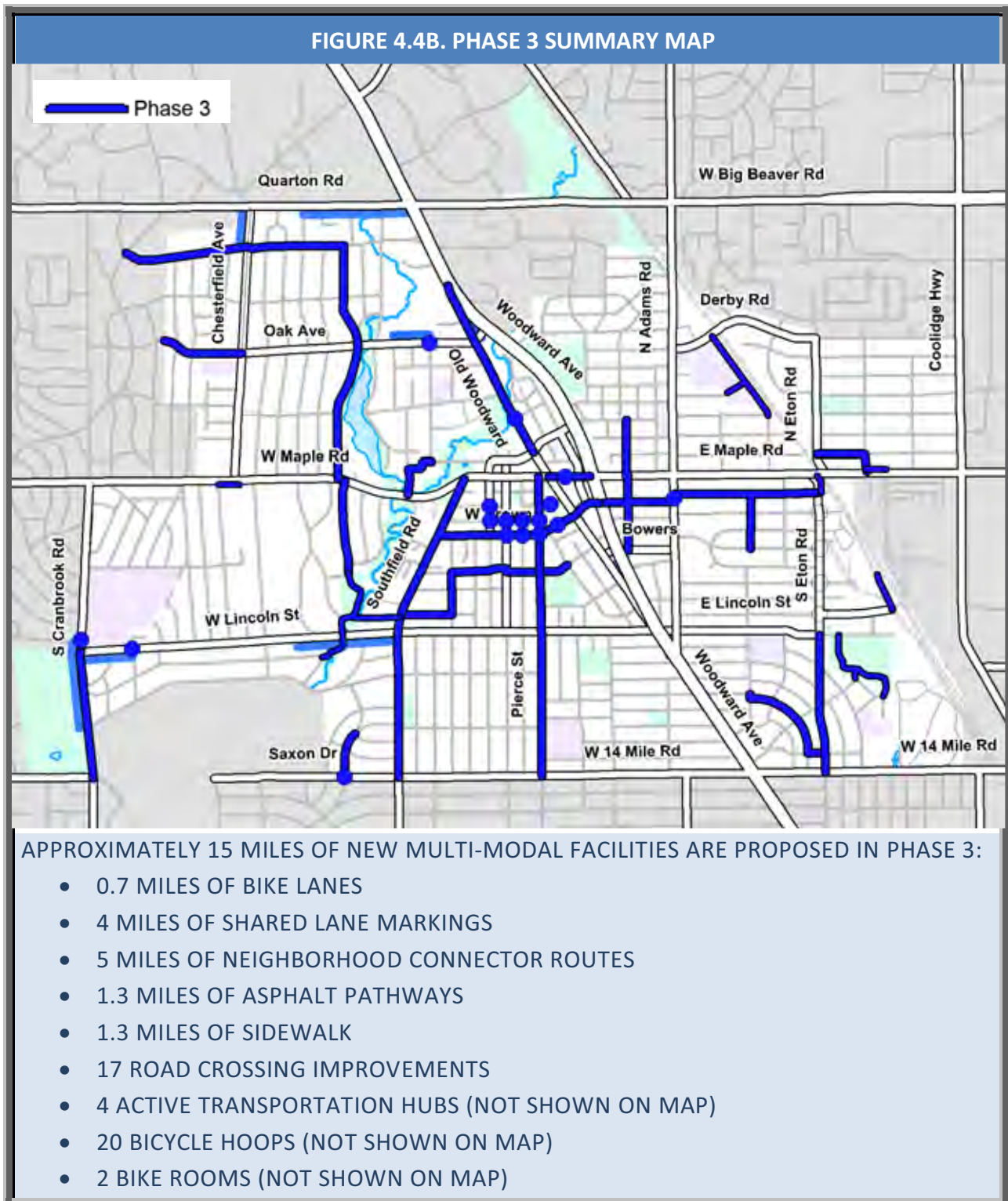


### PHASE 3: RECOMMENDED ACTIVE TRANSPORTATION HUBS

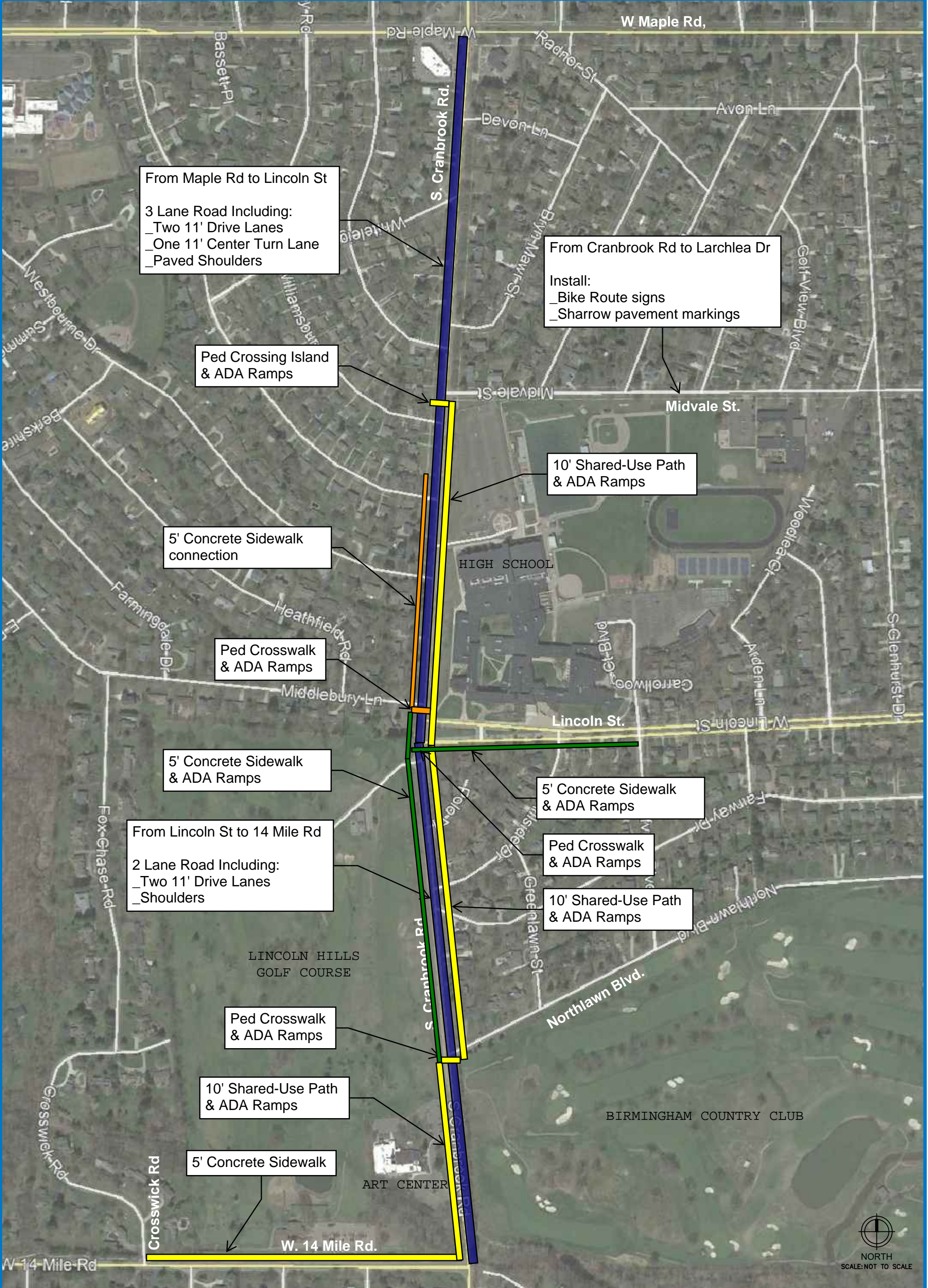
As the multi-modal system begins to develop and the first two phases are complete, Active Transportation Hubs should be placed in key locations around town such as Booth Park, Millrace Park, outside City Hall and in the Rail District.











**CRANBROOK ROAD  
IMPROVEMENTS PLAN  
CONCEPT B**

BIRMINGHAM, MI

LEGEND	
<div></div>	RCOC Improvements
<div></div>	Proposed for TAP Grant
<div></div>	Bloomfield Twp Improvements
<div></div>	City Improvements





**Preliminary Construction Cost Estimate  
Cranbrook Road  
10' Mixed-Use Path**

August 29, 2019

Estimate by: JPR

Checked by: JLC

Item	Quantity	Unit	Unit Cost		Total
Flatwork					
Excavation/Undercutting	325	CYD	\$ 50.00	/ CYD	\$ 16,250.00
10' Wide Mixed Use Path, Cranbrook	2850	LFT	\$ 100.00	/ LFT	\$ 285,000.00
Sidewalk, 4in, 14 Mile Road	6750	SFT	\$ 15.00	/ SFT	\$ 101,250.00
Sidewalk, 6in	1435	SFT	\$ 6.00	/ SFT	\$ 8,610.00
Detectable Warning Surface	160	LFT	\$ 40.00	/ LFT	\$ 6,400.00
Flatwork Subtotal					\$ 417,510.00
Pavement Markings & Signage					
Signage	100	SFT	\$ 10.00	/ SFT	\$ 1,000.00
Posts	10	EA	\$ 100.00	/ EA	\$ 1,000.00
Crosswalk	40	LF	\$ 20.00	/ LF	\$ 800.00
Pavement Markings & Signage Subtotal					\$ 2,800.00
Miscellaneous					
Mobilization, 10% Max	1	LSUM	\$ 42,831.00	/ LSUM	\$ 42,831.00
Permit Fees	1	LSUM	\$ 1,000.00	/ LSUM	\$ 1,000.00
Traffic Control	1	LSUM	\$ 2,000.00	/ LSUM	\$ 2,000.00
Pedestrian Refuge Island	1	EA	\$ 5,000.00	/ EA	\$ 5,000.00
Contingency, 20%	1	LSUM	\$ 85,662.00	/ LSUM	\$ 85,662.00
Miscellaneous Subtotal					\$ 136,493.00
Construction Total					\$ 556,803.00
Engineering (8%)					\$ 44,544.24
Construction Administration (7%)					\$ 38,976.21
Total					\$ 640,323.45



August 30, 2019

## **NOTICE!**

### **CITY SIDEWALK PROPOSAL CRANBROOK RD. & LINCOLN AVE. CORRIDORS**

The Road Commission for Oakland County plans to repair and resurface Cranbrook Rd. from Maple Rd. to 14 Mile Rd. in 2020. As a part of their work, the four lane segment from Maple Rd. to Lincoln Ave. will be changed to a 3 lane road, with the center lane being reserved for left turns only.

As a result of this proposal, the City's Multi-Modal Transportation Board will be reviewing other possible improvements that could be made to the area. A meeting of the Board is scheduled for Thursday, September 5, 2019, at 6 PM. The agenda for that meeting, with full details, can be found on the City's website at [www.bhamgov.org](http://www.bhamgov.org). Information on City Boards can be found by clicking the "Residents" tab on the home page, followed by "City Government."

The City Code specifies that when new sidewalk is installed in an area where none currently exists, the abutting property owner is responsible for 100% of the cost of construction, if the sidewalk will cross the front face of the property. If the sidewalk will cross the side (or rear) of the abutting property, the abutting property owner shall pay 33% of the cost, with the City paying the remainder.

Two sections of sidewalks being considered that could be subject to a special assessment include:

Cranbrook Rd., east side, from Lincoln Ave. to Northlawn Dr. – A 10 ft. wide mixed-use path is proposed along this segment as part of a larger facility that would provide a facility for both pedestrians and bicyclists wishing to use the Cranbrook Rd. corridor from Midvale Rd. to 14 Mile Rd.

Lincoln Ave., south side, from Cranbrook Rd. to Golfview Blvd. – A 5 ft. side sidewalk is proposed along this segment, to fill in this missing gap in the current sidewalk system.

Note that this will be the first time that these proposals have been discussed at a public meeting. If the proposal is endorsed by the Multi-Modal Transportation Board, it will then be reviewed by the City Commission. The City would then attempt to obtain a grant from the federal government to defray the overall cost of this work, which includes other improvements beyond what is described here. If the City is successful in obtaining a grant, you will be invited to a public hearing to consider creation of the special assessment district referenced above.

Please review the City's website, or contact the Engineering Dept. at 248-530-1836, if you have any questions.



**CITY OF BIRMINGHAM MULTI-MODAL  
TRANSPORTATION BOARD THURSDAY,  
September 5, 2019  
City Commission Room  
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, September 5, 2019.

Chairwoman Johanna Slanga convened the meeting at 6:04 p.m.

**1. ROLL CALL**

**Present:** Chairwoman Johanna Slanga; Vice-Chairwoman Lara Edwards (arrived 6:29 p.m.); Board Members Amy Folberg, Daniel Rontal, Katie Schafer, Doug White, Joe Zane; Alternate Board Member Daniel Isaksen

**Absent:** Student Representatives Chris Capone, Bennett Pompei

**Administration:** Jana Ecker, Planning Director  
Scott Grewe, Police Commander  
Paul O'Meara, City Engineer  
Austin Fletcher, Assistant City Engineer (arrived 6:29 p.m.)  
Laura Eichenhorn, Transcriptionist

**Fleis & Vanderbrink ("F&V"):**

Julie Kroll

**MKSK:**

Brad Strader

**2. Introductions** (none)

**3. Review Agenda**

**4. Approval of MMTB Minutes of June 6, 2019**

**Motion by Ms. Folberg**

**Seconded by Dr. Schafer to approve the MMTB Minutes of June 6, 2019 as submitted.**

**Motion carried, 7-0.**

VOICE VOTE

Yeas: Folberg, Schafer, White, Isaksen, Slanga, Rontal, Zane

Nays: None

**5. Cranbrook Road – W. Lincoln to W. Maple**

City Engineer O'Meara presented the item. He said:

- There will be some issues with the frontage from Lincoln to Northlawn along the east side due to the open ditch drainage system and some fences that are close to the road. There is not a lot of right-of-way. He said the City would endeavor to create the 10-foot shared use path with the least impact to the area. This would not be undertaken until the City knows whether it will be receiving a Transportation Alternatives Program (TAP) grant from the state.
- The pedestrian crosswalk and ADA ramps at Middlebury and Lincoln is be a Bloomfield Twp. project. It may not be complete by the close of 2019, but the hope is that Birmingham could help on its side of the street as necessary and that the Road Commission will ensure that this aspect of the project will be complete by the end of the road resurfacing project.

Dr. Rontal said Midvale at Cranbrook crossing is difficult during Seaholm drop-off and pick-up and preschool school drop-off and pick-up. He agreed with Ms. Folberg, however, that Middlebury at Lincoln is a more difficult intersection to cross and should be prioritized before Midvale at Cranbrook.

Police Commander Grewe confirmed for the Board that many people run and jog along the east side of Cranbrook.

Chairwoman Slanga summarized the Board's comments as suggesting that the 10-foot shared use path should run to Lincoln from 14 Mile on the west side, then one or two ways to cross should be added at Lincoln, and then the 10-foot shared use path should go from Midvale to Lincoln on the east side.

Ms. Folberg said she was more in favor of the 10-foot shared use path being on the west side.

Dr. Schafer said she would appreciate the sidewalk on the east side as a resident of the adjacent neighborhood.

Chairwoman Slanga replied to Board comments, stating that this grant application did not necessitate solving the Lincoln and Middlebury intersection challenges entirely within one project. She said the intent of the conversation was to apply for the grant, and then to figure out how to manage the specific intersections and challenges.

Dr. Schafer agreed, saying that if grant application could be submitted with some flexibility as regards to the details, then the Board should move forward with recommending to the Commission that City staff be directed to apply for the TAP grant.

Planning Director Ecker confirmed that was the case.

Vice-Chairwoman Edwards stated that the Board might ultimately recommend safety changes beyond what would be funded by the grant.

**Motion by Mr. Zane**

**Seconded by Ms. Folberg to recommend submittal of the TAP grant proposal as is, with the exception that from Middlebury until Northlawn, the 10-foot wide shared use path should be moved from the east side to the west side and that the MMTB should make a point of returning to discussion of the Lincoln at Cranbrook intersection.**

City Engineer O'Meara said that if there were a clear way to change the intersection of Cranbrook and Lincoln the City would have likely already recommended it. ~~He said he was unsure what benefit further study of the intersection would bring.~~

Mr. Isaksen said it would be worthwhile for the Board to review traffic counts and accident report data for the intersection, even if no further recommendation ultimately results from the study.

Chairwoman Slanga noted that since the intersection was studied thoroughly during the Multi-Modal Master Plan, the Board could use the results of that study to help inform their upcoming discussion. She said it would be worthwhile for the Board to review the intersection to ensure that it is functioning as best it can.

City Engineer O'Meara echoed Mr. Strader's assertion that the planned three lane configuration at the intersection will alter the functioning of the intersection, and so recommended the study be delayed until after the road is rebuilt.

Ms. Folberg concurred with City Engineer O'Meara.

**Motion carried, 7-0.**

**ROLL CALL VOTE**

Yeas: Zane, Folberg, Schafer, White, Edwards, Slanga, Rontal

Nays: None

**6. Millrace Yield Sign (3 month review)**

Police Commander Grewe presented the item.

Ms. Folberg noted that while only one resident polled had said the yield sign made a positive difference, no one in the neighborhood had provided negative feedback. As a result, she recommended the yield sign remain.

Police Commander Grewe told Dr. Rontal the issue with providing an unwarranted stop sign is that it will set a precedent for all future signage requests that come into the City from neighborhoods and residents.

**Motion by Dr. Rontal**

**Seconded by Dr. Schafer to maintain the yield sign at Millrace and Randall.**

**Motion carried, 7-0.**

VOICE VOTE

Yeas: Rontal, Schafer, Folberg, White, Isaksen, Slanga, Zane

Nays: None

**7. Meeting Open to the Public for items not on the Agenda (none)**

**8. Miscellaneous Communications**

**9. Next Meeting – October 3, 2019**

**10. Adjournment**

No further business being evident, the board members adjourned at 7:11 p.m.

Jana Ecker, Planning Director

Paul O'Meara, City Engineer





## MEMORANDUM

Department of Public Services

**DATE:** May 16, 2022

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

**FROM:** Lauren A. Wood, Director of Public Services

**SUBJECT:** Pickleball Project Overview and Update

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### INTRODUCTION:

During the City Commission meeting on May 9, 2022, under commissioner items for future discussion, a question was raised regarding the timing for opening Pickleball courts in Birmingham.

The first Parks and Recreation Bond issue was for \$4,750,000. The bulk of these bond dollars were allocated for the renovation of the Birmingham Ice Arena. The following additional projects are simultaneously being worked on by city staff and design consultants: Adams Park, Pickleball and Rouge River Trail improvements.

Funds from the first bond issue are slated to be spread over fiscal years 2021 through 2024. The Adams Park development is set to begin in June once Roeper School is out of session. Our recently hired Design consultant is proceeding with Rouge River Trail concept designs for the trail improvements. As of today, approximately \$100,000 remains from the first bond issue. In 2019, the estimated cost for a new Pickleball court was \$150,000. Today's estimates range between \$200,000 - \$260,000.

### BACKGROUND:

The Pickleball location selection process began in April 2021. The City Administration and the City Commission are proponents of garnering public input and keeping the public fully informed while following standard procurement procedures and processes. The Engage Birmingham public engagement platform was used to create Pickleball 1.0 and 2.0 surveys, which gathered input regarding the top locations for Pickleball courts and whether they were to be brand new, or to convert/eliminate existing tennis courts into Pickleball courts.

Years ago, we established a trial Pickleball site at Lincoln Well tennis courts by taping on top of one tennis court with Pickleball lines. This was a "flop" as tennis players did not like seeing the lines while playing and Pickleball users could not tell which lines were the right ones.

I have provided background material for your review, including staff reports, provided to the Parks and Recreation Board during their November 9, 2021 and December 7, 2021 Board meetings. At the December 7, 2021 meeting, the Parks and Recreation Board supported the Kenning Park site for new Pickleball courts, pending departmental review of design development services and construction drawings.

Site assessments and concept designs have been ongoing for Pickleball courts at the various sites. The next steps include final design plans and preparations for construction documents for bidding.

Some of the challenges we are facing with the development of Pickleball courts include:

- The Adams Park project award costs more than budgeted
- The remaining Parks and Recreation Bond funds are estimated at \$100,000
- The Design Consultant for Pickleball courts withdrew from our service, creating the need to hire another design consultant
- The City Department reviews of the Kenning Park location revealed a number of potential conflicts with future projects at Kenning Park
- Significant supply chain issues, including labor and material shortages, indicate brand new courts will not be constructed until next year

We continue to update the Parks and Recreation Board and the public regarding the delays and potential options to keep this project moving forward. The concerns were discussed with the Parks and Recreation Board during their April 5, 2022 meeting, and the plan shifted to preparing a site for conversion of tennis courts (cheaper option) which could potentially happen sooner. The board discussed converting the two tennis courts at Crestview Park to six Pickleball courts. This option requires bidding out the scope of services for this court conversion.

#### LEGAL REVIEW:

The City Attorney has reviewed this project update and agrees, pursuant to the Charter, the project requires the competitive bid process for the scope of services to be provided.

#### FISCAL IMPACT:

Pickleball courts are in the FY 21-22 budget for \$150,000, however only \$100,000 remains in the first Parks and Recreation Bond issue. Newly constructed courts will cost approximately \$200,000 to \$260,000. We estimate converting two tennis courts to six Pickleball courts including court crack repair, painting the court, striping, new nets and posts will cost around \$55,000.

#### PUBLIC COMMUNICATIONS:

The Pickleball project has been very public including required notifications and notices, e-mail communications, social media posts, Parks and Recreation Board meetings, Engage Birmingham input and surveys.

#### SUMMARY:

We are following municipal procurement processes for any project costing \$6,000 or more. This project is identified in the 2018-2023 Parks and Recreation Master Plan. It has been discussed for some time and is considered a priority for the first Parks & Recreation Bond funds.

Public input received on Engage Birmingham resulted in Kenning Park as the top location for Pickleball courts. Based on public input and Park Board discussions, they were initially opposed

to eliminating existing tennis courts. The result is to build brand new courts, which in turn adds to the City's recreational inventory. However, because of the setbacks, in order to get Pickleball sooner rather than later, we recommend converting Crestview Tennis Courts into Pickleball courts.

We are moving ahead with preparing bid documents to solicit bids to convert two tennis courts to six Pickleball courts at Crestview Park. Depending upon bid results, we may or may not have Pickleball courts this year. We also have the option to paint lines at Crestview Tennis courts to provide the City with two makeshift Pickleball courts, however this is not our first choice due to our previous experience at the Lincoln Well tennis courts.

**ATTACHMENTS:**

Parks and Recreation Board agenda items for meetings dated November 9, 2021 and December 7, 2021. In addition, attached is the Crestview Park preliminary concept design for conversion to Pickleball courts.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to direct the City Manager to have lines painted on the Crestview Tennis courts in order to offer Pickleball courts, as a temporary measure. Players will be able to play either tennis or Pickleball.

**OR**

Make a motion adopting a resolution to direct the City manager to bid out the correct conversion, according to USA Pickleball Association, from tennis courts to Pickleball courts at Crestview Park.

**OR**

Make a motion adopting a resolution to direct the City Manager to hire a design and construction consultant to prepare bid documents for brand new Pickleball courts at Kenning Park.



## MEMORANDUM

Department of Public Services

**DATE:** November 4, 2021

**TO:** Parks and Recreation Board Members

**FROM:** Carrie Laird, Parks and Recreation Manager

**SUBJECT:** Pickleball 2.0

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### INTRODUCTION:

New Pickleball Courts is a priority project as part of the approved Parks and Recreation Bond and incorporated in the first bond issue. The first step in the construction of new Pickleball courts is to determine the location.

### BACKGROUND:

Staff began exploring various options for pickleball locations and presented 5 potential locations at the May 11, 2021 Parks and Recreation Board Meeting. Additionally, the locations were posted to Engage Birmingham as a survey, asking residents to rank the locations, with 1 being their favorite and also to let us know the reason for their #1 choice.

The five locations, and results of this first survey respectively are listed below.

Kenning Park (NE Corner of Lincoln and Eton): #1

St. James Park: #2

Poppleton Park: #3

W. Lincoln Well Park: #4

Crestview Park: #5

Staff, working through the Capital Projects Sub-Committee, reviewed all feedback and further evaluated site locations. We engaged the services of Foresite Design, a local architect with a unique and primary focus in the design and implementation of athletic and recreational facilities, beginning with site assessments and potential designs for each of the 5 locations.

Considerations throughout this process include, but are not limited to: number of pickleball courts to offer, site amenities, parking, current uses of the park, future planned projects, proximity to nearby residents, and ADA accessibility. Goals were set to provide at least 6-8 pickleball courts at each location, have adequate parking available, and to maintain existing park fields, playground and court areas.

We have narrowed the 5 locations to 3 – Kenning Park, St. James Park, and Crestview Park based upon listed criteria above.



#### Kenning Park:

- #1 ranking from May 2021 survey
- Enough available park space to accomplish 6-8 pickleball courts
- City Parking available across the street (add crosswalk, signage)
- Room for Site Amenities (seating, shade canopies, gathering area)
- No conflict with existing park fields, playgrounds or court areas- location at the corner of S. Eton and Lincoln noncontiguous with rest of park
- Minimal residential proximity (sound)

#### St. James Park:

- #2 ranking from May 2021 survey
- Enough available park space to accomplish 6-8 pickleball courts with the elimination of 1 tennis court from inventory
- City Parking lot available
- Room for Site Amenities (seating, shade canopies, gathering area)
- Minimal residential proximity (sound)
- Possible future site of splash pad-intensive programming
- Current Park activity: Baseball, Tennis, Playground, YMCA park permit-day camp

#### Crestview Park

- #5 ranking from May 2021 survey
- Enough available park space to accomplish 6-8 pickleball courts with the elimination of 1 tennis court from inventory
- On street parking available (may need to add signage)
- Room for Site Amenities (seating, shade canopies, gathering area)
- Minimal residential proximity (sound)
- Current Park activity: Open space available for Soccer, Tennis, Playground

Poppleton Park, although ranked #3 on the survey, was eliminated based on site assessment. The only viable option for pickleball at Poppleton is a conversion of both of the existing tennis courts into 6 pickleball courts. This is due to the intent of the Poppleton Park Concept Master Plan, budget constraints, and proximity to neighboring residents. The Capital Projects Sub-Committee came to the conclusion that the loss of 2 Tennis Courts from the park system inventory is not acceptable in order to accommodate for Pickleball.

West Lincoln Well Park was ranked #4 on the May survey, however site evaluation revealed lack of parking even for a conversion of the tennis courts to pickleball, let alone the addition of new courts. The area available to build new courts is to the east of the existing tennis courts, only 4 courts would fit, and the proximity to the neighboring residents is too close. Therefore this location was eliminated as an option.

#### PUBLIC COMMUNICATIONS:

This project has been a reoccurring communication item on the Parks and Recreation Board agenda since May, 2021. This meeting will serve as another opportunity for the Parks and Recreation Board input and public feedback.

Pickleball 2.0 Survey will be open on Engage Birmingham through November 30, 2021.

NEXT STEPS: We plan to make a recommendation for Pickleball courts location at the December 7, 2021 Parks and Recreation Board Meeting.



## MEMORANDUM

Department of Public Services

**DATE:** December 3, 2021

**TO:** Parks and Recreation Board Members

**FROM:** Carrie Laird, Parks and Recreation Manager

**SUBJECT:** Pickleball Site Location

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### BACKGROUND:

New Pickleball Courts is a priority project as part of the approved Parks and Recreation Bond, approved November of 2020, and incorporated in the first bond issue.

Staff began exploring options for pickleball locations and presented five (5) potential locations at the May 11, 2021 Parks and Recreation Board Meeting. These locations are: Crestview Park, Kenning Park, Poppleton Park, St. James Park, and West Lincoln Well Park.

Since May, two surveys were conducted on Engage Birmingham. The first survey, concluding May 31, 2021 included all five (5) locations, and was a first look at the park system as a whole, to include Pickleball and to give us an idea of where the community would like to see Pickleball in the City.

The City also engaged the services of Foresite Design, a local architect with a unique and primary focus in the design and implementation of athletic and recreational facilities, to perform site assessments and potential designs for each of the five potential locations.

Staff, working through the Capital Projects Sub-Committee reviewed all feedback from the first survey and the site assessments of all five locations by Foresite Design to narrow the options to 3 viable options. A second survey (Pickleball 2.0) with Crestview Park, Kenning Park and St. James Park was posted to Engage Birmingham in November, closing November 30, 2021. See attached survey response report.

Considerations throughout this process include, but are not limited to: number of pickleball courts to offer per site, site amenities including shade structures and gathering areas, parking, current uses of the park, future planned projects, proximity to nearby residents, and ADA accessibility. Goals were set to provide at least 6-8 pickleball courts at each location, have adequate parking available nearby, and to maintain existing park fields, playground and court areas.

#### PUBLIC COMMUNICATIONS:

This project has been a reoccurring communication item on the Parks and Recreation Board agenda since May, 2021. Public input has been received at the board level, over Engage Birmingham surveys (2), and via email.

#### SUMMARY:

Each of the three potential locations with corresponding survey results, and advantages/disadvantages, existing and/or future planned park features and activity is described below:

##### Crestview Park

- #5 ranking from May 2021 survey
- #3 ranking from November 2021 survey
- Enough available park space to accomplish 6-8 pickleball courts with the elimination of 1 tennis court from inventory
- On street parking available (may need to add signage)
- Room for Site Amenities (seating, shade canopies, gathering area)
- Minimal residential proximity (sound)
- Current Park activity: Open space available for Soccer, Tennis, Playground
- Art piece consideration at the corner of Southfield and Southlawn

##### Kenning Park:

- #1 ranking from May 2021 survey
- #1 ranking from November 2021 survey
- Enough available park space to accomplish 6-8 pickleball courts
- City Parking available across the street (may need to add crosswalk, signage)
- Room for Site Amenities (seating, shade canopies, gathering area)
- Minimal residential proximity (sound)
- No conflict with existing park fields, playgrounds or court areas- location at the corner of S. Eton and Lincoln noncontiguous with rest of park

##### St. James Park:

- #2 ranking from May 2021 survey
- #2 ranking from November 2021 survey
- Enough available park space to accomplish 6-8 pickleball courts with the elimination of 1 tennis court from inventory
- City Parking lot available
- Room for Site Amenities (seating, shade canopies, gathering area)
- Minimal residential proximity (sound)
- Possible future site of splash pad-possible intensive programming
- Current Park activity: Baseball, Tennis, Playground, YMCA park permit-day camp

The Capital Projects Subcommittee met on December 2, 2021 to review the results of the November 2021 Pickleball 2.0 survey (attached), and discuss site location options. The recommendation is to move forward with Kenning Park as a site for Pickleball. A City Departmental review and comment period of this location will be conducted as a next



step. Additionally, because of support for each location, although proceeding with Kenning Park at this time, it should be noted that Crestview Park and St. James Park can remain options for Pickleball as future park improvement opportunities arise in the next phase of available bond dollars.

**SUGGESTED RESOLUTION:**

To support Kenning Park as a proposed site for new Pickleball Courts, pending departmental review, and to forward to the City Commission for their consideration. Further, to recommend proceeding with design development services including construction drawings and bid documents with Foresite Design, Inc.



**GOALS:**

1. 6 TO 8 PICKLEBALL COURTS PER SITE
2. ADEQUATE PARKING FOR ALL PARK ACTIVITIES
3. MAINTAIN EXISTING PARK FIELDS, PLAYGROUNDS AND COURT AREAS

**ADVANTAGES**

1. ACCOMPLISHES GOAL #1 WITH 8 COURT LAYOUT
2. ADEQUATE PARKING AVAILABLE NEARBY
3. SPACE ALLOWS FOR ADDITIONAL AMENITIES

**DISADVANTAGES**

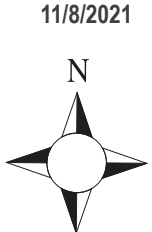
1. PARKING LOT ON THE SOUTH SIDE OF E. LINCOLN

**KENNING PARK**

**CITY OF BIRMINGHAM  
PICKLEBALL COURTS**

**FORESITE**  
design  
ATHLETIC FACILITY PLANNING \* SITE PLANNING \*  
CONSULTING \* LANDSCAPE ARCHITECTURE

COLORS IN PRINT OR VIEWED ON SCREEN VARY  
SIGNIFICANTLY AND ARE NOT INTENDED TO BE USED  
FOR COLOR MATCHING PURPOSES. PLEASE REFER TO  
MATERIAL SAMPLES FOR ACCURATE COLOR SHADES.



11/8/2021

# Pickleball 2.0

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## **SURVEY RESPONSE REPORT**

29 April 2021 - 01 December 2021

### **PROJECT NAME:**

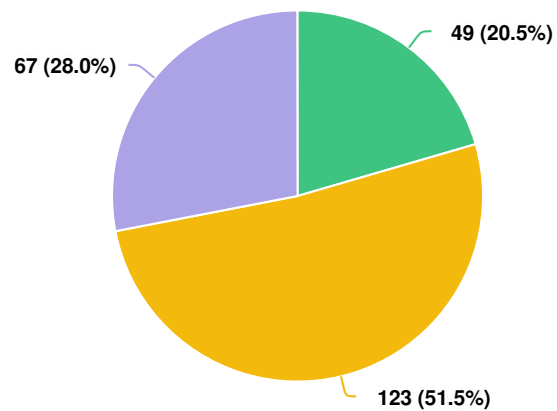
Pickleball Courts in Birmingham



# SURVEY QUESTIONS



**Q1** Which location do you like best for Pickleball in Birmingham?



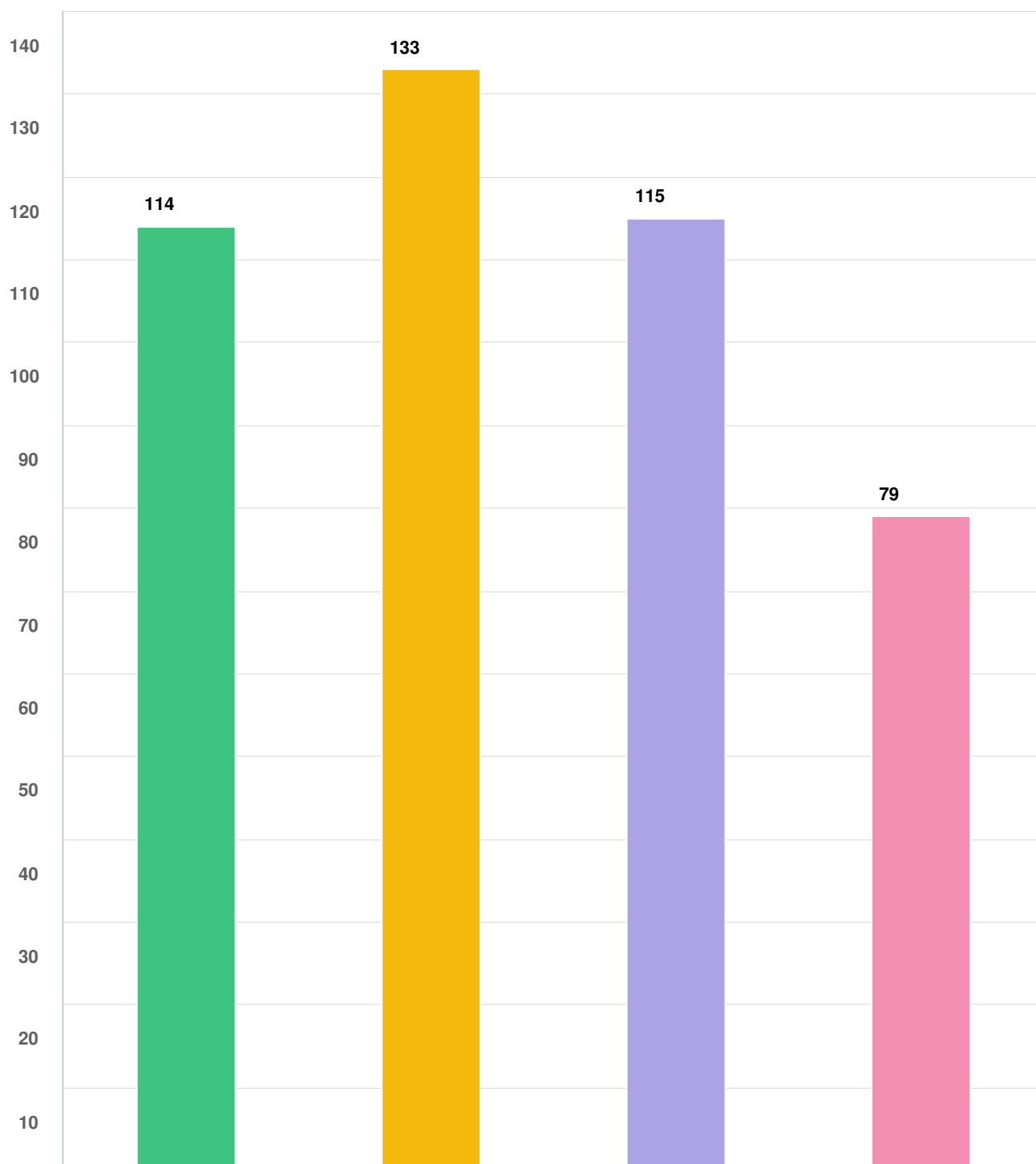
**Question options**

● Crestview Park    ● Kenning Park    ● St. James Park

*Optional question (239 response(s), 1 skipped)*

*Question type: Radio Button Question*

**Q2** Why did you pick this location as your favorite? Please check all that apply.



**Question options**

☒ Central location    ☒ Enough parking    ☒ It's close to where I live    ☒ Other (please specify)

Optional question (240 response(s), 0 skipped)

Question type: Checkbox Question

### Q3 Is there anything else you'd like to add?

pamgraham

11/16/2021 06:18 AM

Install should provide shade and social spaces and look appealing.

debimarques

11/16/2021 06:21 AM

Kenning park is the only one in the rail district and it needs improvement.

OE1889

11/16/2021 06:28 AM

Cant we include pickleball courts while keeping two full tennis courts in St James Park? it seems unnecessary to eliminate one tennis court, install a plaza, and add 8 pickleball courts. Is there a scenario where we have 2 tennis courts, a plaza, and 5-6 pickleball courts? the current footprint is a bit awkward, but the location is most central.

kde1974

11/16/2021 06:31 AM

Kenning would be a great location, unless Birmingham Racquet Club instructors make reserving courts difficult (as they've done with all the lessons and camps held on the Kenning tennis courts). The courts intended for Kenning are very close to the street. Why not put the courts in a portion of the expansive green space (behind play structure)?

austinarmstrong05

11/16/2021 06:33 AM

Easy accessibility and it's not as busy as the Kenning Park intersection and I don't want one of the courts removed at St. James Park

maggarwal

11/16/2021 06:36 AM

There should be signups for the court and rules posted.

Gsm2

11/16/2021 06:39 AM

As much as I enjoy playing pickle it doesn't take the place of tennis. I would hate to see tennis courts removed

SDSchutte

11/16/2021 06:40 AM

I don't understand why only the St. James design would have a shaded plaza included, or why it is needed, especially if it requires the elimination of a tennis court.

Heidi Geissbuhler

11/16/2021 06:54 AM

I'm not sure that any of these offer enough parking, but this location seems better for that. As a Birmingham resident, I hope that you will allow for residents to make reservations, just as in the tennis courts. There are a lack of pickleball courts in the area and I anticipate that

they will be busy.

HC

11/16/2021 07:04 AM

I am not in favor of existing tennis courts being removed. Birmingham has a robust tennis community and we need all tennis courts available for play. Pickle ball courts should compliment the existing tennis courts in use.

Lassen

11/16/2021 07:46 AM

I hope the Pickleball courses will require reservations and for bham residents only, Like the tennis courts.

Bhamgirl

11/16/2021 08:01 AM

Also like that it doesn't take away from existing tennis courts. Enough space for growth.

LondonBridges

11/16/2021 09:19 AM

Maybe add 2 sights! City could definitely support it! Look at Royal Oak courts which are full all the time in the spring summer and fall!

20yearshere

11/16/2021 09:47 AM

Pickle ball is very fun and a definite draw. BUT it is harder to have it inside a neighborhood than tennis due to sound and traffic being a big factor.. Sound deadening screens would be extremely important. The repeated clinking sound of the ball on the court is much louder and more annoying that one would expect. Much as I would like to see more pickle ball available, I would not want to be one of the residents who live near this and I hope the city is respectful of the impact of the noise and traffic on their lives. (My apologies for a late suggestion, but the Poppleton courts along Woodward would be a good spot.). Thank you for the opportunity to contribute.

PattiS

11/16/2021 11:27 AM

I think the space is nice for pickleball and with Soouthfield road on one side there wont be too much disturbance for noise. I do like the St James Park idea also with a cover but sounds like the area with parking will be congested. I am in Naples for 6 months and play at East Naples which is the largest pickle area in the world and it gets busy with cars. Need to think about this and the safety. Will there be bathrooms also. Very important

KMKish

11/16/2021 11:42 AM

I'm very excited to finally be getting pickleball courts in Birmingham, but again I do not want to lose any tennis courts.

HAKM

11/16/2021 01:11 PM

The noise will not impact neighbors or church services as much in this location. And better parking and more commercial part of town is



more appropriate for this fun but noisy sport.

Leanneschafer

11/16/2021 01:13 PM

Great place for pickleball!! Lots of space here to utilize

AliciaDeCarolis

11/16/2021 01:26 PM

I like that the placement of the proposed pickle ball courts appear to be a safe distance from the busy streets, unlike Crestview park that is situated too close to busy Southfield road for my comfort level with 4 young children.

RailDistrict

11/16/2021 01:28 PM

This seems like an obscure game to dedicate so much park space to.

smallslam

11/16/2021 01:30 PM

I don't think it makes sense to remove current functional tennis courts in order to add pickle ball courts.

fp

11/16/2021 01:38 PM

Don't want to remove any tennis courts

Madison St

11/16/2021 01:42 PM

Don't overthink the crosswalk/parking. The lot across the street is just fine. It's easy enough to walk across the street without having to go to the corner.

DRC\_RailD

11/16/2021 01:42 PM

I wouldn't be concerned about the street noise. It is local traffic for the recreation facilities already in place, there is not a lot of business traffic.

Hockeymom

11/16/2021 01:43 PM

My 2nd choice is crestview

j.ho

11/16/2021 01:45 PM

Adding a crosswalk, with flashing lights, at Lincoln near Eton for Kenning Park Pickle Ball may serve as an additional benefit to slow down the traffic near that corner.

gallette

11/16/2021 02:12 PM

Love having pickle ball courts in town

SMScheidt

11/16/2021 02:13 PM

Very supportive of pickle courts in general. Great for all ages. will continue to rise in popularity. Local athletic and country clubs are adding courts too. This is not a fad.

JM

11/16/2021 02:19 PM

will help to update this area of the city

Jack48009

11/16/2021 02:39 PM

The P&R Board has done an outstanding job on their analyses.

Mfenberg

11/16/2021 02:51 PM

Neighboring cities, like Farmington and West Bloomfield has terrific pickleball courts

Larksfam

11/16/2021 03:28 PM

I'd love it if you did all three sites. Suggest 8 courts minimum wherever you do them -include wind screens in the budget.

KevinR

11/16/2021 04:02 PM

I think the Southfield Rd park would be too busy/noisy, and St James has enough 'attractions' existing and proposed. Kenning already houses the Birmingham Racquet Club and the space proposed is currently empty and disconnected from the rest of the park. The courts would make a nice bridge with the existing facilities and be a neighborhood cornerstone

davewest316

11/16/2021 04:53 PM

Next to tennis courts and ice arena is a good location.

George

11/16/2021 04:55 PM

Kenning does lose any tennis courts. It is land not used. The other two take up space sometimes used for pickup activities.

Therese Longe

11/16/2021 05:38 PM

Please get something built!

Dk

11/16/2021 05:39 PM

Love the idea of a splash pad at at James and don't want to jeopardize that

dkuchersky

11/16/2021 05:46 PM

Southfield rd is not noisy at all since it's only 25mph.

rdbrittain

11/16/2021 05:49 PM

Crestview feels very far out for anyone who lives east of Woodward. Would suggest St. James as second best alternative.

Heya148

11/16/2021 07:51 PM

Pickle ball would be a great addition to the community

wnwalton2

11/17/2021 04:04 AM

I would support courts at Kenning Park if located within the main park space and next to / near the existing public tennis courts. Is there the option to develop / install 4 courts in two of the three proposed locations? The proposed court space at Kenning park is currently utilized by the community and location Cole street businesses for other activities. Maintain the space for multi-use.

bshepler

11/17/2021 04:05 AM

This is a good diversification of park use

rzs

11/17/2021 04:52 AM

I don't like the Crestview and St. James locations. Crestview: parking on residential streets will irritate residents. St. James Park: Not enough spaces in parking lot due to YMCA which is already very busy. Too much traffic in and out of YMCA and Lincoln; already a very congested area. Lincoln and Eaton has a 4 way stop that forces cars to slow down.

Jeff

11/17/2021 05:17 AM

Crestview feels very far out for anyone who lives east of Woodward. Would suggest St. James as second best alternative.

Julier

11/17/2021 05:44 AM

I have friends that will be very excited!

ksk

11/17/2021 05:44 AM

thankyou! Also would love the tennis courts lined for pickleball while these are being built.

KB

11/17/2021 05:53 AM

would like to see basket courts a priority. It seems the focus is very young children (splash pad) and the more mature population (pickle ball). teens tweens and young adults need something also. Not everyone is a country club tennis player

Gail W

11/17/2021 05:56 AM

no impact on other activities

HHandler

11/17/2021 06:09 AM

While I also like St. James park, the neighborhood/area seems much more condensed and there is much more activity at that location. Kenning seems too far east for many residents.

slavinch

11/17/2021 06:26 AM

I think the current Kenning Park green space at Lincoln and Eton should be maintained. I see groups gathering here all the time for workouts and get togethers and would not want this use to be prevented. I (and suspect many others) don't even consider this space to be part of Kenning Park due to the fact the play structures and other park amenities are on the other side of Lincoln. I'd recommend the courts be added to an existing park instead of an area that is currently just green space.

artluz

11/17/2021 08:16 AM

The space at Kennington appears to not infringe on other activity.

jtome

11/17/2021 10:46 AM

Awesome to add pickle-ball courts

SPJ

11/17/2021 11:04 AM

Why wouldn't we put in 2 locations?? I would also put at Kenning giving courts on each side of Woodward

Ken.Mero

11/17/2021 12:47 PM

Removing a tennis court in Crestview or St. James isn't ideal. When you have one singular tennis court in a public park, it results in a lot of waiting around for a court to open. The pickleball courts at Kenning Park are utilizing a space that has always felt like wasted space. This would be a great way to utilize that space!

James.craig

11/17/2021 05:38 PM

Put courts in multiple parks

CM20

11/17/2021 06:30 PM

This will be a great addition to the Birmingham Community.

Mrw

11/18/2021 05:35 AM

The online engage Birmingham app is very poorly designed and shouldn't require so much effort to access a survey by cell phone. Who's in charge of that? Replace them.

JeannieB

11/18/2021 06:01 AM

i am very excited this will be happening! I hope there will be a standing time when people can just show up and play without having to arrange foursomes!

DJO

11/18/2021 03:14 PM

Easy access. Don't have to use a parking lot or share with a lot of other activities.



APanda

11/18/2021 06:35 PM

Thank you.

Dominick

11/19/2021 05:33 AM

Any location will need shade & seating adjacent to the courts for players to gather and rest.

MDorset

11/19/2021 07:46 AM

Not located on a busy street.

mhorowitz

11/19/2021 12:01 PM

Excited about the pickleball courts.

nx

11/21/2021 07:03 AM

Finding available tennis courts can be difficult - demand already exceeds available courts. Would be a shame to remove tennis courts in favor of pickle ball.

duff

11/21/2021 02:46 PM

Please do not take away ANY of the existing tennis courts. Despite what your "survey" says about how many courts are needed in a community, Birmingham's courts get used! As a tennis player who uses and reserves courts, I know that during the summer months, sometimes empty courts are hard to find

LOFOR

11/22/2021 05:52 AM

Even though it's not near my home like the others, I feel it's the best location. I would add a line of arborvitae on the Eton side to shield from noise and distracting cars. This is my vote and my husband's vote.

Resident

11/22/2021 07:47 AM

Yes, bathrooms?

Ble213gr

11/23/2021 12:07 PM

seems like Crestview is a park that is seldom busy.

professional student

11/23/2021 02:00 PM

think Crestview is the worst choice

dougcharron

11/23/2021 02:05 PM

Been a vacant corner forever. Great use of space and perfect near the ice arena and growing community!

doodah

11/23/2021 02:10 PM

I'd like to see Pickleball in B'ham. Maybe next time you do a survey show where the parks are.

jd932

11/23/2021 02:14 PM

I am very excited Birmingham is taking a serious look at this, I currently play regularly in Royal Oak and Farmington

Laurabe

11/23/2021 02:33 PM

St. James Park is relatively quiet and the courts are often available.

Franeli

11/23/2021 02:34 PM

Why do we have to eliminate a tennis court? I would like pickleball in addition to current tennis options.

MEW

11/23/2021 02:50 PM

I'd go to any of the parks to play pickle ball . Is there money for two sights ?

wynnml

11/23/2021 03:02 PM

Thank you! I've been hoping for p-ball courts in B'ham since I started playing six years ago. It will be a great addition to the recreation opportunities in the city.

jsmboca

11/23/2021 03:33 PM

the other areas are already too crowded and have activities available.

Mol7

11/23/2021 06:43 PM

Eton road and Lincoln have been highly trafficked since the addition to the bike lane and the parking re-arrangement. These changes have adversely affected those who live in Sheffield estates and Torry Community. This is a major safety issue that has really created concern for those of us in the neighborhood.

SMB

11/23/2021 09:23 PM

Why isn't the park near Purdy still being considered? It is the most central location. Pickle ball isn't "loud" for the far away neighbors to hear.

Birmingham Pro

11/23/2021 10:00 PM

Make a decision soon after you get the residents input. Other cities have had courts for years. Let move quickly. With the size of Birmingham, we should have multiple locations for pickle ball courts....just like tennis courts!

MGOLDBERG

11/24/2021 04:43 AM

I love the idea of adding Pickleball courts in Birmingham-Thank you

vsova87

11/24/2021 11:08 AM

One of the locations removed an existing tennis court which is a waste of resources and from living in the area, I know it's an extremely active tennis court. It is constantly used throughout the year (even in the cold months). Any new project should add value to the area, not take value away by removing a court that is used often. Thank you!

Jecarey

11/24/2021 11:51 AM

Kenning Park my second choice since it is apparently just an open field across the street from the main park's current amenities.

jtafelski

11/25/2021 03:10 PM

Love the changes being made to keep up with the times

emb75

11/25/2021 06:11 PM

can't wait for our new pickle ball court

tju2324

11/27/2021 03:00 PM

Need these courts ASAP

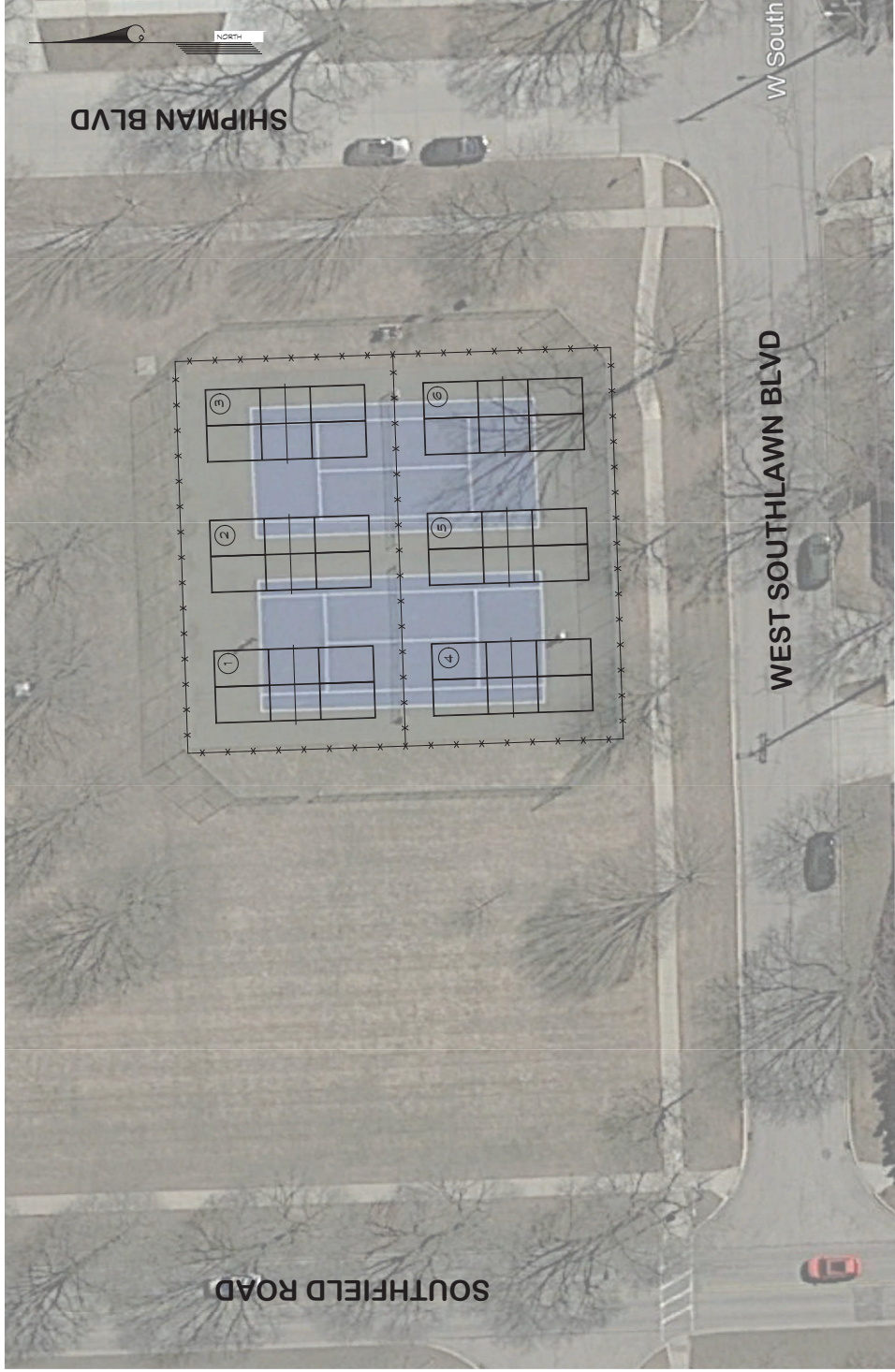
purduemark

11/30/2021 07:16 AM

Keep up the good work

**Optional question** (87 response(s), 153 skipped)

**Question type:** Essay Question



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PROJECT: CRESTVIEW PARK  
PICKLEBALL COURTS - CONVERSION

OWNER: City of Birmingham  
Parks & Recreation Department



FORESTIE DESIGN, INC.  
ARCHITECTS & PLANNERS  
1000 17TH AVENUE, SUITE 100  
BIRMINGHAM, AL 35203  
205.975.1234  
WWW.FORESTIEDESIGN.COM

DRAWN BY: BSL  
NOT TO SCALE  
DATE: 10-20-2021  
L1.01 C





## **MEMORANDUM**

Legal Department

**DATE:** May 23, 2022

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

**FROM:** Mary M. Kucharek

**SUBJECT:** Charter Amendment to Chapter III of the Birmingham City Charter

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### **INTRODUCTION:**

The Plan of Government, Section 19. – [Salaries.] of the City Commission has not been reviewed since at least 1991. Therefore, it may be time for the Commission to have the opportunity to review the present salary for City Commissioners and an opportunity to determine whether the present salary has any relevance in today's economy.

### **BACKGROUND:**

The City Charter, Chapter III. – PLAN OF GOVERNMENT, Section 19 – [Salaries.] was possibly revised in November of 1991. However, we believe the current Commission salary of Five Dollars (\$5.00) per meeting has been in existence for longer than 1991. The economy has changed a great deal since at least 1991. The amendment would provide each Commissioner a salary of \_\_\_\_\_ (\$\_\_\_\_\_) per meeting which would be more relevant in today's economy. For your convenience, Ms. Fairbairn has conducted a Michigan Municipal League (MML) survey of elected officials' pay from around the state as well as a MML survey of cities that reported paying by the meeting.

### **LEGAL REVIEW:**

The City has drafted a Resolution for a Charter amendment. Charter amendments have to be conducted in a very specific manner, and before the Commission is a Resolution ready to meet the requirements of state law for revision of Charters. Legally, changes to a Charter can occur in two (2) ways, either by revision or amendment. A revision would change the entire Charter, which is not necessary in this case. We simply need an amendment to adjust the

compensation of each Commissioner (direct appointees of the Commission) to be in line with today's economy. Amendments, like this one, will allow the general plan to continue with correction to detail, in this case, the salary increase for each Commissioner (direct appointee of the Commission).

An amendment to the City Charter must be approved by two-thirds (2/3) of the Commission. This Resolution, if approved by the Commission tonight, will then be sent to the Governor by way of the Attorney General's Office. There is a division within the Attorney General's Office that handles Charter amendments. If the Attorney General's Office approves of this proposed Resolution and Charter amendment, it is then sent to the Governor for approval. If the Governor approves this Resolution, then it is placed on the November general ballot. If it is denied by the Governor, it is sent back to us for proposed or directed changes. The amendment to the Resolution is very specific and the ballot proposals are very limited both in words and the notice requirements.

You will find in the Charter amendment at paragraph 2, the specific language proposed is called a purpose statement which is the paragraph that will be approved or denied by the Governor. Once this is on the November ballot, a majority of the voters must pass this proposed change in order for the amendment to go forward. There are plenty of opportunities for postings of this Charter amendment so that the electors are aware of what is being proposed.

You will also see that this Resolution outlines the requirements for the City Clerk to act and to send this Resolution to both the Governor and the Attorney General.

#### FISCAL IMPACT:

The fiscal impact from this amendment would be an increase in salary of each Commissioner per meeting. There are approximately 26 meetings annually.

#### PUBLIC COMMUNICATIONS:

This Charter amendment is appearing in tonight's packet. It will be noticed and placed on the November ballot and published as required.

#### SUMMARY:

It is requested that the City Commission take this opportunity to review, revisit and possibly amend Chapter III of the City Charter, Plan of Government, changing the fixed salary for each Commissioner from Five Dollars (\$5.00) per meeting to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per meeting.

**ATTACHMENTS:**

- Proposed Resolution for Charter amendment to Chapter III. – PLAN OF GOVERNMENT.
- MML Survey of Elected Officials' Pay.
- MML Survey of Cities that Reported Paying by the Meeting.

**SUGGESTED COMMISSION ACTION:**

For the City Commission to take the opportunity to revisit and review the salary to the Commissioners in today's economy and to make a motion adopting a Resolution to amend the City of Birmingham Charter, Chapter III. – PLAN OF GOVERNMENT, Section 19. – [Salaries.], from Five Dollars (\$5.00) to \_\_\_\_\_Dollars (\$\_\_\_\_\_) per meeting and to direct the Mayor's signature for approval and the Clerk to proceed as dictated by state law.

## **RESOLUTION**

### **CITY OF BIRMINGHAM, MICHIGAN**

#### **AMENDMENT TO CHAPTER III.-PLAN OF GOVERNMENT, CITY OF BIRMINGHAM CHARTER**

Minutes of a regular Commission meeting of the City of Birmingham, County of Oakland, State of Michigan, held at the City Hall on May 23, 2022.

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

To approve a Charter Amendment to Chapter III. – Plan of Government, Section 19. [Salaries.] for subsequent placement on the November 8, 2022 ballot:

BE IT RESOLVED, by the City Commission of the City of Birmingham, Michigan, as follows:

1. The Commission, by at least a three-fifths vote of its members, pursuant to the authority granted by Act 279 of the Public Acts of 1909, as amended, proposes that Chapter III, Section 19 be amended to read as follows:

#### **CHAPTER III. – PLAN OF GOVERNMENT**

##### **Section 19. - [Salaries.]**

Subject to the provisions of this Charter, the Commission shall fix the salary or compensation of its direct appointees. The members of the Commission shall each receive the sum of \_\_\_\_\_Dollars (\$\_\_\_\_\_) per meeting for their attendance at Commission meetings. Members of the Commission shall receive no further compensation from the City.

Provisions of the existing Chapter III. –PLAN OF GOVERNMENT, Section 19. – [Salaries.], of the Charter of the City of Birmingham to be deleted and repealed by such proposal above. The current Chapter III. –PLAN OF GOVERNMENT, Section 19. – [Salaries.], reads as follows:

#### **CHAPTER III. – PLAN OF GOVERNMENT**

##### **Section 19. - [Salaries.]**

Subject to the provisions of this Charter, the commission shall fix the salary or compensation of its direct appointees. The members of the commission shall each receive the sum of five dollars (\$5.00) for each commission meeting attended. Members of the commission shall receive no further compensation from the city.

(Amend. of 11-5-91)



2. The proposed amendment to Chapter III. – PLAN OF GOVERNMENT, Section 19. – [Salaries.] of the City of Birmingham Charter provides that members of the Commission shall each receive the sum of Five Dollars (\$5.00) as a fixed salary for each Commission meeting they attend and shall receive no further compensation from the City. The proposed Amendment raises the compensation for each member of the Commission from Five Dollars (\$5.00) as a fixed salary for each Commission meeting they attend to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for each member of the Commission per meeting as a salary for attending Commission meetings and shall receive no further compensation from the City.

Shall the proposed Amendment be adopted? Yes: \_\_\_\_\_ No: \_\_\_\_\_

3. The City Clerk shall transmit a copy of the proposed Charter amendment to the Governor of the State of Michigan for her approval, and transmit a copy of the purpose of the proposed Charter amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed Charter amendment shall be submitted to the qualified electors of the City of Birmingham at the general election to be held in the City of Birmingham on the 8<sup>th</sup> day of November, 2022, and the City Clerk is directed to give notice of the election and notice of registration in a manner prescribed by law and to do all things and to provide all supplies necessary to submit such Charter amendment to a vote of the electors as required by law.

5. The proposed Charter amendment shall be published in full together with the existing Charter provision as part of the notice of election or once in a local newspaper not less than ten (10) days before election day.

**ROLL CALL VOTE:**

**AYES:** \_\_\_\_\_  
\_\_\_\_\_

**NAYS:** \_\_\_\_\_  
\_\_\_\_\_

**PRESENT:** \_\_\_\_\_  
\_\_\_\_\_

**ABSENT:** \_\_\_\_\_  
\_\_\_\_\_

**ABSTENTIONS:** \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

I, Alexandria D. Bingham, being the duly appointed and qualified Clerk of the City of Birmingham, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of Resolution, the original of which is on file in my office, adopted by the City of Birmingham Commission at a regular meeting held on May 23, 2022.

\_\_\_\_\_  
Alexandria D. Bingham, City Clerk

and

\_\_\_\_\_  
Therese Longe, Mayor

## **MML SURVEY ELECTED OFFICIAL PAY**

<b>municipality</b>	<b>county</b>	<b>population</b>	<b>actual</b>	<b>basis</b>
Grand Rapids	Kent	188,040	\$ 28,000.00	Year
Livonia	Wayne	96,942	\$ 17,270.00	Year
Dearborn	Wayne	98,153	\$ 15,212.00	Year
Ovid	Clinton	1,603	\$ 14,700.00	Year
Delta Charter Township	Eaton	32,408	\$ 13,662.72	Year
Meridian Charter Township	Ingham	39,688	\$ 11,617.00	Year
Wyoming	Kent	72,125	\$ 9,614.04	Year
Roseville	Macomb	47,299	\$ 8,704.00	Year
Saint Clair Shores	Macomb	59,715	\$ 8,255.35	Year
Marquette	Marquette	21,355	\$ 8,100.00	Year
Alpena	Alpena	10,483	\$ 8,000.00	Year
Auburn Hills	Oakland	21,412	\$ 7,500.00	Year
Kentwood	Kent	48,707	\$ 7,200.00	Year
Ubly	Huron	858	\$ 7,200.00	Year
Farmington Hills	Oakland	79,740	\$ 7,109.52	Year
Madison Heights	Oakland	29,694	\$ 6,653.00	Year
Traverse City	Grand Trav	14,674	\$ 6,598.02	Year
Muskegon	Muskegon	38,401	\$ 6,500.00	Year
Lincoln Park	Wayne	38,144	\$ 6,400.00	Year
Holland	Ottawa	33,051	\$ 6,273.00	Year
Ypsilanti	Washtenav	19,435	\$ 5,627.16	Year
Stevensville	Berrien	1,142	\$ 5,100.00	Meeting
Allen Park	Wayne	28,210	\$ 5,000.00	Year
Ferndale	Oakland	19,900	\$ 5,000.00	Year
Oak Park	Oakland	29,319	\$ 4,887.00	Year
Eaton Rapids	Eaton	5,214	\$ 4,800.00	Year
Novi	Oakland	55,224	\$ 4,500.00	Year
Midland	Midland	41,863	\$ 4,200.00	Year
Woodhaven	Wayne	12,875	\$ 3,820.00	Year
Grosse Pointe Woods	Wayne	16,135	\$ 3,750.00	Month
Manistee	Manistee	6,226	\$ 3,713.00	Year
Eastpointe	Macomb	32,442	\$ 3,705.00	Year
Ludington	Mason	8,076	\$ 3,600.00	Year
Blissfield	Lenawee	3,340	\$ 3,400.00	Year
Cadillac	Wexford	10,355	\$ 3,200.00	Year
Hamtramck	Wayne	22,423	\$ 3,186.00	Year
Milan	Washtenav	5,836	\$ 3,181.50	Year
Fowlerville	Livingston	2,886	\$ 3,085.94	Year
Kent City	Kent	1,057	\$ 2,998.33	Year
Sturgis	Saint Josep	10,994	\$ 2,750.00	Year
Middleville	Barry	3,319	\$ 2,680.00	Year
Saline	Washtenav	8,810	\$ 2,550.00	Year
Wyandotte	Wayne	25,883	\$ 2,500.00	Year
Gaylord	Otsego	3,645	\$ 2,500.00	Year
Shepherd	Isabella	1,515	\$ 2,500.00	Year
Paw Paw	Van Buren	3,534	\$ 2,185.00	Year



Boyne Falls	Charlevoix	294	\$	2,160.00	Meeting
Boyne Falls	Charlevoix	294	\$	2,160.00	Meeting
Marysville	Saint Clair	9,959	\$	2,100.00	Year
Caro	Tuscola	4,229	\$	2,040.00	Year
Kingsley	Grand Trav	1,480	\$	2,000.00	Year
Lakewood Club	Muskegon	1,291	\$	1,915.80	Year
Otsego	Allegan	3,956	\$	1,900.00	Quarter
Caseville	Huron	777	\$	1,800.00	Month
Portage	Kalamazoo	46,292	\$	1,750.00	Quarter
Zeeland	Ottawa	5,504	\$	1,750.00	Year
Plainwell	Allegan	3,804	\$	1,692.00	Year
Concord	Jackson	1,050	\$	1,620.00	Year
Mount Clemens	Macomb	16,314	\$	1,500.00	Year
Wixom	Oakland	13,498	\$	1,500.00	Year
Clawson	Oakland	11,825	\$	1,400.00	Quarter
Dowagiac	Cass	5,879	\$	1,400.00	Year
Rogers City	Presque Isl	2,827	\$	1,400.00	Year
Peck	Sanilac	632	\$	1,300.00	Year
Hopkins	Allegan	610	\$	1,250.00	Year
Cedar Springs	Kent	3,509	\$	1,100.00	Year
Mount Pleasant	Isabella	26,016	\$	1,000.00	Year
East Grand Rapids	Kent	10,694	\$	1,000.00	Year
Menominee	Menomine	8,599	\$	1,000.00	Year
Grand Ledge	Eaton	7,786	\$	1,000.00	Year
Belleville	Wayne	3,991	\$	1,000.00	Year
Ferrysburg	Ottawa	2,892	\$	1,000.00	Year
Memphis	Macomb	1,183	\$	1,000.00	Year
Springfield	Calhoun	5,260	\$	960.00	Year
Merrill	Saginaw	778	\$	950.00	Meeting
Constantine	Saint Josep	2,076	\$	900.00	Year
Bloomington	Van Buren	454	\$	860.00	Quarter
Goodrich	Genesee	1,860	\$	840.00	Meeting
Bad Axe	Huron	3,129	\$	825.00	Year
South Haven	Van Buren	4,403	\$	800.00	Year
Morley	Mecosta	493	\$	763.00	Meeting
Vassar	Tuscola	2,697	\$	720.00	Year
Hart	Oceana	2,126	\$	720.00	Quarter
Dimondale	Eaton	1,234	\$	600.00	Year
Suttons Bay	Leelanau	618	\$	595.00	Year
Grandville	Kent	15,378	\$	550.00	Month
Chesaning	Saginaw	2,394	\$	534.75	Quarter
Northville	Wayne	5,970	\$	500.00	Year
Saint Charles	Saginaw	2,054	\$	480.00	Meeting
Oakley	Saginaw	290	\$	480.00	Year
Three Rivers	Saint Josep	7,811	\$	472.50	Quarter
Niles	Berrien	11,600	\$	400.00	Month
Bay City	Bay	34,932	\$	399.76	Month

Tekonsha	Calhoun	717 \$	360.00	Year
Sault Sainte Marie	Chippewa	14,144 \$	357.00	Month
Ecorse	Wayne	9,512 \$	350.00	Month
Kalkaska	Kalkaska	2,020 \$	335.00	Month
Marshall	Calhoun	7,088 \$	300.00	Year
Three Oaks	Berrien	1,622 \$	300.00	Quarter
Central Lake	Antrim	952 \$	300.00	Year
Marlette	Sanilac	1,875 \$	274.00	Quarter
Daggett	Menomine	258 \$	240.00	Quarter
Independence Charter Towns	Oakland	34,681 \$	205.00	Meeting
Battle Creek	Calhoun	52,347 \$	200.00	Meeting
Harper Woods	Wayne	14,236 \$	200.00	Month
New Haven	Macomb	4,642 \$	200.00	Meeting
South Lyon	Oakland	11,327 \$	180.00	Month
Troy	Oakland	80,980 \$	175.00	Month
Saint Louis	Gratiot	7,482 \$	175.00	Quarter
Centreville	Saint Josep	1,425 \$	175.00	Month
New Baltimore	Macomb	12,084 \$	157.59	Meeting
Center Line	Macomb	8,257 \$	145.00	Meeting
Tecumseh	Lenawee	8,521 \$	125.00	Meeting
Coopersville	Ottawa	4,275 \$	113.40	Meeting
Whittemore	Iosco	384 \$	110.00	Month
Benton Charter Township	Berrien	14,749 \$	106.00	Meeting
Ionia	Ionia	11,394 \$	100.00	Meeting
Keego Harbor	Oakland	2,970 \$	100.00	Quarter
Laurium	Houghton	1,977 \$	100.00	Month
Grayling	Crawford	1,884 \$	100.00	Meeting
Mendon	Saint Josep	870 \$	100.00	Meeting
Elk Rapids	Antrim	1,642 \$	90.00	Meeting
Caledonia	Kent	1,511 \$	85.00	Meeting
Carson City	Montcalm	1,093 \$	85.00	Meeting
Fenton	Genesee	11,756 \$	82.00	Meeting
Greenville	Montcalm	8,481 \$	75.00	Meeting
Davison	Genesee	5,173 \$	75.00	Meeting
Ithaca	Gratiot	2,910 \$	75.00	Meeting
Bridgman	Berrien	2,291 \$	75.00	Meeting
Lake Odessa	Ionia	2,018 \$	75.00	Meeting
Lawton	Van Buren	1,900 \$	75.00	Meeting
Brown City	Sanilac	1,325 \$	75.00	Meeting
Hillman	Montmore	701 \$	75.00	Meeting
Rothbury	Oceana	432 \$	75.00	Meeting
Lincoln	Alcona	337 \$	75.00	Meeting
DeWitt	Clinton	4,507 \$	67.67	Meeting
Berrien Springs	Berrien	1,800 \$	65.00	Meeting
Grant	Newaygo	894 \$	62.50	Month
Port Huron	Saint Clair	30,184 \$	60.00	Meeting
Rochester	Oakland	12,711 \$	60.00	Meeting

Litchfield	Hillsdale	1,369	\$	60.00	Meeting
Brooklyn	Jackson	1,206	\$	60.00	Month
Vermontville	Eaton	759	\$	55.00	Month
Howell	Livingston	9,489	\$	52.50	Meeting
Charlotte	Eaton	9,074	\$	50.00	Meeting
Allegan	Allegan	4,998	\$	50.00	Meeting
Chelsea	Washtenav	4,944	\$	50.00	Meeting
Evart	Osceola	1,903	\$	50.00	Meeting
Sebewaing	Huron	1,759	\$	50.00	Meeting
White Pigeon	Saint Josep	1,522	\$	50.00	Month
Douglas	Allegan	1,232	\$	50.00	Meeting
Lakeview	Montcalm	1,007	\$	50.00	Meeting
Mackinaw City	Emmet	806	\$	50.00	Meeting
Muir	Ionia	604	\$	50.00	Meeting
Mount Morris	Genesee	3,086	\$	45.00	Meeting
Lexington	Sanilac	1,178	\$	45.00	Meeting
Byron	Shiawassee	581	\$	45.00	Meeting
Flushing	Genesee	8,389	\$	40.00	Meeting
East Tawas	Iosco	2,808	\$	40.00	Meeting
Sandusky	Sanilac	2,679	\$	40.00	Meeting
Shelby	Oceana	2,065	\$	40.00	Meeting
Tawas City	Iosco	1,827	\$	40.00	Meeting
Reese	Tuscola	1,454	\$	40.00	Meeting
Saranac	Ionia	1,325	\$	40.00	Meeting
Springport	Jackson	800	\$	40.00	Meeting
Fairgrove	Tuscola	563	\$	40.00	Meeting
Unionville	Tuscola	508	\$	40.00	Meeting
White Cloud	Newaygo	1,408	\$	35.00	Meeting
Gobles	Van Buren	829	\$	35.00	Meeting
Leonard	Oakland	403	\$	35.00	Meeting
Croswell	Sanilac	2,447	\$	30.00	Meeting
East Jordan	Charlevoix	2,351	\$	30.00	Meeting
Harrison	Clare	2,114	\$	30.00	Meeting
Ironwood	Gogebic	5,387	\$	25.00	Meeting
Almont	Lapeer	2,674	\$	25.00	Meeting
Royal Oak	Oakland	57,236	\$	20.00	Meeting
Plymouth	Wayne	9,132	\$	20.00	Meeting
Corunna	Shiawassee	3,497	\$	20.00	Meeting
Pottersville	Eaton	2,617	\$	20.00	Meeting
Jonesville	Hillsdale	2,258	\$	20.00	Meeting
Morenci	Lenawee	2,220	\$	20.00	Month
Emmett	Saint Clair	269	\$	15.00	Meeting
Lake Orion	Oakland	2,973	\$	10.00	Meeting
Belding	Ionia	5,757	\$	5.00	Meeting
Wolverine Lake	Oakland	4,312	\$	5.00	Meeting
Sylvan Lake	Oakland	1,720	\$	5.00	Meeting
New Lothrop	Shiawassee	581	\$	1.00	Year

Perry	Shiawassee	2,188	\$	-	Quarter
Fennville	Allegan	1,398	\$	-	Meeting
Martin	Allegan	410	\$	-	Quarter
Lake Angelus	Oakland	290	\$	-	Year
Allen	Hillsdale	191	\$	-	Year
Lansing	Ingham	114,297			Year
Westland	Wayne	84,094			Year
Southfield	Oakland	71,739			Year
Taylor	Wayne	63,131			Year
Dearborn Heights	Wayne	57,774			Year
Burton	Genesee	29,999			Year
Highland Park	Wayne	11,776			Year
Melvindale	Wayne	10,715			Year
Saint Joseph	Berrien	8,365			Year
Mason	Ingham	8,252			Meeting
Saint Johns	Clinton	7,865			Year
Iron Mountain	Dickinson	7,624			
Hudsonville	Ottawa	7,116			Meeting
Ishpeming	Marquette	6,470			Month
Milford	Oakland	6,175			Meeting
Richmond	Macomb	5,735			Meeting
Wayland	Allegan	4,079			Year
Williamston	Ingham	3,854			Meeting
Lowell	Kent	3,783			Meeting
Manistique	Schoolcraft	3,097			Month
Iron River	Iron	3,029			Month
Charlevoix	Charlevoix	2,513			Quarter
Bronson	Branch	2,349			Meeting
Manchester	Washtenav	2,091			Meeting
Newaygo	Newaygo	1,976			Quarter
Leslie	Ingham	1,851			
Lake Isabella	Isabella	1,681			Meeting
Zilwaukee	Saginaw	1,658			Month
Birch Run	Saginaw	1,555			Year
Crystal Falls	Iron	1,469			Month
Mancelona	Antrim	1,390			Year
Pigeon	Huron	1,208			Quarter
Fruitport	Muskegon	1,093			Year
Bellaire	Antrim	1,086			Meeting
Beaverton	Gladwin	1,071			Meeting
North Branch	Lapeer	1,033			Meeting
Hesperia	Oceana	954			Quarter
Otisville	Genesee	864			Meeting
Metamora	Lapeer	565			Meeting
Casnovia	Muskegon	319			Year



**MML SURVEY CITIES THAT REPORTED  
PAYING BY THE MEETING**

<b>municipality</b>	<b>county</b>	<b>population</b>	<b>actual</b>	<b>basis</b>
Fennville	Allegan	1,398	\$	- Meeting
Belding	Ionia	5,757	\$	5.00 Meeting
Wolverine Lake	Oakland	4,312	\$	5.00 Meeting
Sylvan Lake	Oakland	1,720	\$	5.00 Meeting
Lake Orion	Oakland	2,973	\$	10.00 Meeting
Emmett	Saint Clair	269	\$	15.00 Meeting
Plymouth	Wayne	9,132	\$	20.00 Meeting
Royal Oak	Oakland	57,236	\$	20.00 Meeting
Corunna	Shiawassee	3,497	\$	20.00 Meeting
Pottersville	Eaton	2,617	\$	20.00 Meeting
Jonesville	Hillsdale	2,258	\$	20.00 Meeting
Ironwood	Gogebic	5,387	\$	25.00 Meeting
Almont	Lapeer	2,674	\$	25.00 Meeting
Croswell	Sanilac	2,447	\$	30.00 Meeting
East Jordan	Charlevoix	2,351	\$	30.00 Meeting
Harrison	Clare	2,114	\$	30.00 Meeting
Gobles	Van Buren	829	\$	35.00 Meeting
Leonard	Oakland	403	\$	35.00 Meeting
White Cloud	Newaygo	1,408	\$	35.00 Meeting
Springport	Jackson	800	\$	40.00 Meeting
Flushing	Genesee	8,389	\$	40.00 Meeting
Fairgrove	Tuscola	563	\$	40.00 Meeting
Unionville	Tuscola	508	\$	40.00 Meeting
East Tawas	Iosco	2,808	\$	40.00 Meeting
Sandusky	Sanilac	2,679	\$	40.00 Meeting

Shelby	Oceana	2,065 \$	40.00 Meeting
Tawas City	Iosco	1,827 \$	40.00 Meeting
Reese	Tuscola	1,454 \$	40.00 Meeting
Saranac	Ionia	1,325 \$	40.00 Meeting
Byron	Shiawassee	581 \$	45.00 Meeting
Mount Morris	Genesee	3,086 \$	45.00 Meeting
Lexington	Sanilac	1,178 \$	45.00 Meeting
Charlotte	Eaton	9,074 \$	50.00 Meeting
Mackinaw City	Emmet	806 \$	50.00 Meeting
Muir	Ionia	604 \$	50.00 Meeting
Allegan	Allegan	4,998 \$	50.00 Meeting
Chelsea	Washtenaw	4,944 \$	50.00 Meeting
Ewart	Osceola	1,903 \$	50.00 Meeting
Sebewaing	Huron	1,759 \$	50.00 Meeting
Douglas	Allegan	1,232 \$	50.00 Meeting
Lakeview	Montcalm	1,007 \$	50.00 Meeting
Howell	Livingston	9,489 \$	52.50 Meeting
Port Huron	Saint Clair	30,184 \$	60.00 Meeting
Rochester	Oakland	12,711 \$	60.00 Meeting
Litchfield	Hillsdale	1,369 \$	60.00 Meeting
Berrien Springs	Berrien	1,800 \$	65.00 Meeting
DeWitt	Clinton	4,507 \$	67.67 Meeting
Greenville	Montcalm	8,481 \$	75.00 Meeting
Hillman	Montmorency	701 \$	75.00 Meeting
Davison	Genesee	5,173 \$	75.00 Meeting
Rothbury	Oceana	432 \$	75.00 Meeting
Lincoln	Alcona	337 \$	75.00 Meeting

Ithaca	Gratiot	2,910 \$	75.00 Meeting
Bridgman	Berrien	2,291 \$	75.00 Meeting
Lake Odessa	Ionia	2,018 \$	75.00 Meeting
Lawton	Van Buren	1,900 \$	75.00 Meeting
Brown City	Sanilac	1,325 \$	75.00 Meeting
Fenton	Genesee	11,756 \$	82.00 Meeting
Caledonia	Kent	1,511 \$	85.00 Meeting
Carson City	Montcalm	1,093 \$	85.00 Meeting
Elk Rapids	Antrim	1,642 \$	90.00 Meeting
Mendon	Saint Joseph	870 \$	100.00 Meeting
Ionia	Ionia	11,394 \$	100.00 Meeting
Grayling	Crawford	1,884 \$	100.00 Meeting
Benton Charter Township	Berrien	14,749 \$	106.00 Meeting
Coopersville	Ottawa	4,275 \$	113.40 Meeting
Tecumseh	Lenawee	8,521 \$	125.00 Meeting
Center Line	Macomb	8,257 \$	145.00 Meeting
New Baltimore	Macomb	12,084 \$	157.59 Meeting
Battle Creek	Calhoun	52,347 \$	200.00 Meeting
New Haven	Macomb	4,642 \$	200.00 Meeting
Independence Charter Township	Oakland	34,681 \$	205.00 Meeting
Saint Charles	Saginaw	2,054 \$	480.00 Meeting
Morley	Mecosta	493 \$	763.00 Meeting
Goodrich	Genesee	1,860 \$	840.00 Meeting
Merrill	Saginaw	778 \$	950.00 Meeting
Boyne Falls	Charlevoix	294 \$	2,160.00 Meeting
Boyne Falls	Charlevoix	294 \$	2,160.00 Meeting
Stevensville	Berrien	1,142 \$	5,100.00 Meeting





## MEMORANDUM

Legal Department

**DATE:** May 23, 2022

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

**FROM:** Mary M. Kucharek

**SUBJECT:** Request for Closed Session Under MCL § 15.268 Sec. 8(e) of the Open Meetings Act

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### INTRODUCTION:

- This matter concerns pending litigation entitled *John Reinhart, et al v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG.*

### BACKGROUND:

- As the City Commission is aware, John Reinhart, Managing Partner of the 555 Building, has complained of the parking situation and changes to the SMART Bus route in connection with the Phase 3 Old Woodward Project. As a result, he is now claiming to be one (1) of three (3) plaintiffs alleging they are "handicapped," and as a result has filed suit in the U.S. District Court. I am requesting a closed session on May 23, 2022 pursuant to MCL § 15.268 Sec. 8(e) to discuss pending litigation.

### LEGAL REVIEW:

- I am requesting a closed session on May 23, 2022 pursuant to MCL § 15.268 Sec. 8(e) to discuss pending litigation.

### FISCAL IMPACT:

- To be discussed in closed session.

ATTACHMENTS:

- Open Meetings Act (Excerpt) Act 267 of 1976, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(e).

RECOMMENDED RESOLUTION:

- To meet in closed session to discuss pending litigation pursuant to MCL § 15.268 Sec. 8(e) of the Open Meetings Act regarding *John Reinhart, et al v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG*.

and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

(2) A separate set of minutes shall be taken by the clerk or the designated secretary of the public body at the closed session. These minutes shall be retained by the clerk of the public body, are not available to the public, and shall only be disclosed if required by a civil action filed under section 10, 11, or 13. These minutes may be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the closed session was approved.

**History:** 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996.

#### **15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.**

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(i) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(i) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(ii) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.



## **CITY MANAGER'S REPORT**

May 2022

### **Baldwin Public Library**

#### **Children's Garden**

The newly expanded Children's Garden, made possible with a donation from the Jane Van Dragt Trust, was installed on May 10. The garden will be open to the public in early June and children's librarians will be hosting outdoor story times in the garden throughout the week during the summer and fall.

#### **Library Board Meeting Update**

The Library Board met on May 16 for a regular meeting. As part of the Front Entrance and Circulation Area Expansion and Renovation planning project, the Library Board decided to hire a Construction Manager for the project rather than a General Contractor, install a Nanawall on the east side of the new cafe instead of a hangar door, and to move forward with a self-serve cafe rather than a staffed cafe.

#### **Summer Reading Program**

Baldwin's annual summer reading program begins in June. After a two year hiatus, our Summer Reading Kickoff party returns on Friday, June 10 from 1-4:00 p.m. The summer reading program is open to all ages and you can find more information at [www.baldwinlib.org/summer-reading](http://www.baldwinlib.org/summer-reading).

#### **Print Newsletters Resume**

After two years of monthly emailed newsletters, we are now resuming our quarterly print newsletters, which you should find in your mailbox at the end of May. The newsletter contains information about upcoming programs being held every day at the library.

#### **Behind the Scenes Tour**

If you'd like to learn even more about the library, join Library Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the Library's vestibule on Tuesday, June 14 at 4:00 p.m.



## **The Birmingham Museum**

In honor of Juneteenth, the museum will be placing memorial flowers at the site of the Greenwood Cemetery graves of George and Eliza Taylor, a formerly enslaved couple who made Birmingham their home in the late 19<sup>th</sup> century, and were the first African Americans to own property in Birmingham. The floral arrangements are specially designed to reflect the symbolic importance of the Juneteenth celebration and the end of slavery in the United States. Although the Taylors do not have markers for their graves, a museum-led crowd-funded campaign in 2020 raised enough funds to install markers later this year. The planned inscription is, *"Born into slavery/Died free in Birmingham."* Learn more at [www.bhamgov.org/blackhistory](http://www.bhamgov.org/blackhistory).

## **Birmingham Shopping District (BSD)**

### **Birmingham Farmers Market**

The Birmingham Farmers Market kicked-off its 20<sup>th</sup> season on Sunday, May 1 in Public Parking Lot 6. The market will be open every Sunday from 9 a.m. – 2 p.m. through the end of October. More than 7,500 people have attended the market since opening for the season.

### **South Old Woodward Reconstruction Phase 3 Incentives**

The BSD is helping merchants and shoppers during the South Old Woodward Reconstruction Phase 3 Project. BSD staff members visited all businesses within the project zone to distribute information regarding how to subscribe to both TextMyGov text messaging and email communications. There will be expanded marketing efforts, Birmingham Bucks promotions, a scavenger hunt, a barricade art contest, and more. Free parking will be available at the Pierce and Peabody structures on weekends for the duration of the project. Coordination of additional surface lot parking is underway.

### **Executive Director Position**

The Executive Director of the Birmingham Shopping District, Sean Kammer, resigned earlier this month. Assistant City Manager Jana Ecker is serving as Interim Executive Director of the Birmingham Shopping District, and recruitment efforts are underway to fill the position.

## **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 April, we processed 393 online permit applications, totaling 1,405 applications so far in 2022.

### **Safety and Compliance Measures**

The Building Department is always improving and adapting operational procedures in order to continue growth, productivity, and quality of services. We always want to ensure that builders and sites remain in compliance, the safety of the public is maintained, and the integrity of our neighborhoods is protected. To accomplish this goal, the following measures have been put into place:

- Inspectors will routinely inspect sites during all stages of construction.

- Code Enforcement is improving the way we report and track concerns with GovPilot and GovAlert. Additionally, modifications will be made to inspection and comment entry to create reporting consistency.
- A seasonal reminder email will be sent to contractors outlining the City's construction site requirements and construction regulations.
- Procedural guides, project requirement checklists, project documents, and links to BS&A Online instructionals have been made available on the website. The department is also working on clarifying the process for obtaining a Certificate of occupancy and project finalizations to avoid project disruptions.
- The Home Builder's Association seasonal newsletter was distributed to their members and contractors discussing Code Enforcement updates, construction site maintenance requirements, and reminders about common seasonal violations. An update on the City Hall phased reopening and current COVID policies was provided.

## **City Clerk's Office**

### **Staff Update**

The City Clerk's office is happy to welcome two new additions to their team, and happy to announce that the department is fully staffed.

Isabella Mikhail is a recent graduate of Marian High School who is assisting in the clerk's office this summer with plans to continue her studies at the University of Michigan in the fall of 2022.

Kelly Dolland also joined the clerk's office earlier this month. Kelly is a former city clerk and recent retiree from the city of Fraser. Kelly comes to Birmingham with more than 25 years of public administration service across a variety of departments.

### **Parade & Hometown Celebration**

The beloved Celebrate Birmingham hometown parade and party in Shain Park was held on May 15, 2022. In addition to wonderful weather, we had a fantastic turnout. The Clerk's office sends their appreciation to the entire community and everyone who participated in the parade and/or activities in Shain Park. A special thank you goes out to all of our amazing volunteers.

Thanks again 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 City Clerk's office 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 Country**

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 email, fax or regular mail. This application must be completed every year for which a voter will be out of the United States for an election. To obtain this application, go to [www.fvap.gov](http://www.fvap.gov)

### **Voter Information**

You can check your voter information, register for an absentee ballot, identify your precinct, district and more at [mi.gov/vote](http://mi.gov/vote). 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 5pm 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:
Historic District Study Committee	6/22/2022	6/27/2022
Board of Ethics	6/22/2022	6/27/2022
Hearing Officer	6/22/2022	6/27/2022
Museum Board	6/22/2022	6/27/2022
Advisory Parking Committee	*until filled	
Architectural Review Committee	*until filled	
Brownfield Redevelopment Authority	*until filled	
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](http://www.bhamgov.org/boardopportunities).

### **Cemetery**

At the May 6, 2022 Greenwood Cemetery Association Board (GCAB) 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, Department of Public Services and the Greenwood Cemetery Contract Manager. The board suggested more revisions to a policy for approving and installing markers of persons of historical significance, and began working on their annual report for FY 2021-2022 as well as reflection and goal setting.

### **Future Agenda Topics for GCAB**

June 3, 2022 - Meeting in person at City Hall

- Further review of a policy for approving and installing markers for persons of historical significance
- Continued preparation for the 2021-2022 Annual Report, Goal Reflection & Setting
- Planning for Grave Stone Inventory

July 1, 2022 - Meeting in person at City Hall

Topics TBD

## **City Manager's Office**

### **Communications**

#### **Birmingham Bloomfield Community Coalition (BBCC) Update**

The communications team is working with Carol Mastroianni, Executive Director of the Birmingham Bloomfield Community Coalition (BBCC), regarding mental health messaging. An article from the BBCC will be included in the June edition of the Around Town e-Newsletter. We will continue to assist the BBCC with efforts to spread the word about mental health resources in our community, fighting mental health stigma, information to help prevent a crisis or assist those who are experiencing a mental health crisis.

#### **Around Town e-Newsletter**

The team is working on the June edition of the Around Town e-Newsletter, which will include information about upcoming community events, the South Old Woodward Reconstruction Phase 3 project, Parks & Recreation bond projects, new businesses, golf opportunities and more. [Follow this link](#) to view the May edition of the Around Town e-Newsletter.

### **Engage Birmingham**

#### **Ice Arena Party Room Mural Contest**

The [Ice Arena Party Room Mural contest](#) on Engage Birmingham invites artists to design a mural that will be displayed on a party room wall at the newly renovated Birmingham Ice Arena. The winner will receive a free party in the room featuring their very own design! The deadline for entry is June 10, 2022.

#### **Birmingham Museum Heritage Plant Exchange**

The public is invited to a Plant Exchange on Saturday, June 4, from 10:00 a.m. to 2:00 p.m. at the Birmingham Museum. Simply bring a healthy plant (or two) to trade with others and/or a heritage plant to place in the Allen House perennial garden. There is no charge for the exchange—leave a plant, take a plant. Visit [Engage Birmingham](#) to learn more and let your fellow gardeners know what you plan to bring.

### **Human Resources**

#### **Open Positions**

The Human Resources department is currently accepting applications for the position of Birmingham Shopping District Executive Director. The Building Department is looking to hire a Plumbing Inspector to bridge a transition for an upcoming retirement. Recently closed job postings include Accounting Administrator, Streets Sewer Water Operator, and Parks & Forestry Operator. The seasonal position of Public Works Inspector for the Engineering Department is currently considering candidates. The Police Department is accepting applications for the position of part-time Dispatcher. Recruitments for seasonal golf positions continue, with 27 candidates either hired, within the hiring



process, or currently being considered for hire. Last, there is an upcoming recruitment search for Engineering Intern.

### **City Manager Recruitment Timeline**

- ❖ **May 9, 2022** – Resolution by City Commission directing City Manager to engage in a City Manager selection process.
- ❖ **September 2022** – City Commission review of position profile / recruitment profile developed by the Human Resources department.
- ❖ **October 25, 2022** – External recruitment profile is published to ICMA, MML, and other external locations with a link to view full recruitment profile. City Manager and HR Director initiate recruitment activities with potential candidates.
- ❖ **December 2, 2022** – Posting closes, and application review to select qualified candidates for interview with the City Commission begins.
- ❖ **December 2022** - Staff review of applications completed, with an anticipated 5-7 selected finalists presented to the City Commission.
- ❖ **January 2023** – City Commission conducts a public meet and greet with the finalists, along with a tour of facilities, as well as a formal employment interview.
- ❖ **February 2023**
  - Commission holds 2nd round of interviews (if applicable)
  - Commission selects a candidate for hire
  - Negotiation of a contract with candidate
  - Extension of a conditional offer of employment
  - Public meet & greet with new City Manager
- ❖ **February - March 2023** – New City Manager appointed at Commission Meeting. New City Manager to begin 7/1/2023 or sooner, if an overlap/transition is determined to be beneficial.

## Staff & Vacancy Update

Department	FT & PT Staff Estimate	Current Vacancies/Hiring	Percentage Staffed	Vacancies Filled Since 2020	Notes
Birmingham Shopping District	5	BSD Director	80%	7	Director vacancy open
Clerk's Office	5	-	100%	5	
Building	17	-	100%	1	Hiring transitional Plumbing Inspector.
Engineering	8	City Engineer Engineering Intern Pub. Wks. Insp.	63%	5	Open to applications
Finance / Treasury	14	Accounting Admin	93%	4	PT Hires on hold pending FT recruitment
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	PT Dispatcher	100%	11	Dispatch vacancy open
Public Services	56	Streets & Parks Operator (3)	TBD	8	Interviews in late May/early June
Golf Seasonal	N/A	Golf Seasonal Labor	N/A	27 (Hired, or in hiring process)	Hiring ongoing

## City Staff Vaccination Update

Vaccination Card Tracking				
Department	# Received	Total Staff	Percentage	
<b>City Staff</b>	195	223	87%	
IT	5	5	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%	

## Commission Items for Future Discussion

Meeting	Topic	Commissioner	Dates Addressed
5/9/22	-Pickleball -PAD ordinance/cleanup -Policy for granting public space ODD/Valet	Baller Baller Baller *nothing got voted on	
4/25/22	Improvements in Information Provision and Methodology	M: Haig, S: Baller	
3/28/22	City Manager Selection Process	M: Host S: Boutros	4/25/22 - direct to formal agenda item 5/9/22 - New Business Item
4/11/22	BBCC - Mental Health Workshop - More time to talk	M: Baller S: Haig	4/25/22 - clarify commissioners intent 5/9/22 - added time on the agenda to discuss
1/24/22	Social Districts	M: Schafer S: Boutros	2/14/22 - make formal item 3/9/22 - Workshop 3/14/22 - Informally brought up by host
1/10/22	Food Trucks	M: Host S: Schafer	1/24/22 - CC requested more info 3/9/22 - Workshop 3/14/22 - Informally brought up by host
1/10/22	Leaf Blowers	M: Baller S: Host	1/24/22 - make formal item
1/10/22	Commissioner Conduct	No vote	2/14/22 - Workshop 2/28/22 Directed CM to prepare Code of Conduct for future agenda

### Topics Failed

4/25/22	On Street Parking Study	M: Haig S: Host
4/11/22	Downtown Parking	M: Host S: Haig
3/28/22	Parking Matters	M: Host S: Haig

### Topics With No Vote

1/10/22	Unimproved Streets	McLain, assured it would be addressed in LRP
2/28/22	Solidarity with Ukraine	All, CM directed to explore ways to light City Hall

**Great Lakes Water Authority (GLWA) Correspondence with Gov. Whitmer re: Highland Park**  
GLWA recently received a letter from Governor Whitmer regarding the Highland Park debt recovery matter. Download the [letter and GLWA's response to the Governor here](#).

## **Department of Public Services**

### **Groundwater Energy Passive System (GEPS)**

We are having a GEPS system installed in a very wet area at Fairway Park, at the north end of the park, along the Rouge River, just before the chip trail enters the wooded area. GEPS network system of tubular polys was invented to outperform traditional drainage, and uses technology to solve groundwater issues caused by poorly permeable or compacted soils. Touted to be maintenance free, GEPS maximizes the infiltration rate and homogenizes the distribution of water in the soil. Should the trial prove to be successful, DPS will consider this system for future drainage projects. For more information, visit [www.exlterra.com/geps](http://www.exlterra.com/geps).

### **Donation Webpage**

The Birmingham Parks donation page and [submission form](#) are now live! Adams Park kicks us off with a donation opportunity, and more park projects are available as well. Visit the page at [www.bhamgov.org/donate](http://www.bhamgov.org/donate).

### **Adams Park Project**

The Adams Park Project is slated to begin in early June, soon after Roeper school is in recess for the summer. We are excited to bring forth a beautiful design that meets the needs of the entire community. We met with the neighborhood groups at the park last week to review the schedule, what to expect during construction, and fundraising efforts.

## **Fire Department**

### **OAKWAY HazMat Foam Trailer Training**

On May 10<sup>th</sup> and 11<sup>th</sup>, the Birmingham Fire Department took part in a 2-day training with the OAKWAY HazMat team covering the deployment and usage of the OAKWAY HazMat Foam Trailer. This foam trailer is housed at Station 1 and would be deployed on any large spill or tanker fire within an OAKWAY community. Our personnel train annually on the foam trailer to ensure their efficiency whenever it is needed.





## **Swearing-In Ceremony**

On May 17, 2022 the fire department swore in 10 firefighters. All of the firefighters and one Lieutenant sworn in have passed their initial one-year probationary period. Typically, the ceremony will take place during the calendar year in which their probationary period ends, however, due to COVID-19, many of the members had their ceremony delayed. All members of this group excelled at completing their probationary period. The Fire Department is very proud of the dedication and professionalism these members showed handling the stresses of learning City and Department SOPs during a prolonged public health emergency.

Congratulations,

- Lieutenant Paramedic Adam Knowles - promoted 7-1-2019
- Firefighter/Paramedic Jessica Rak - hired 9-10-2018
- Firefighter/Paramedic Randy Bearden - hired 2-11-2019
- Firefighter/Paramedic Ian McLaughlin - hired 2-11-2019
- Firefighter/Paramedic Ryan Neuville - hired 5-20-2019
- Firefighter/Paramedic Steve Bonora - re-hired 4-11-2020
- Firefighter/Paramedic in training Owen Bachusz - hired 4-8-2020
- Firefighter Kyle Kraft - hired 4-5-2021
- Firefighter/Paramedic Trevor Hulbert - 5-3-2021
- Firefighter/Paramedic DuShawn Brandy - hired 6-1-2021
- Firefighter/Paramedic Jeremy Shultz - hired 6-14-2021



## **Planning Department**

### **Master Plan 2040**

The 2040 Plan consultant team is diligently working on the third and final draft of the 2040 Plan. All of the documents related to the 2040 Plan remain available on [www.thebirminghamplan.com](http://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 can 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. The Planning Board has begun to tackle several ordinance studies that have been waiting for the 2040 Master Plan review to be completed, along with various site plan reviews. A tentative Planning Board schedule is provided below:

- 185 N. Old Woodward – Bell – SLUP, FSP & DR (5/25/22)
- 320 Martin St. – Birmingham Post Office – CIS & PSP (5/25/22)
- 310 E. Maple – Casa Perno – SLUP, FSP & DR (5/25/22)
- Side Yard A/C Units Study (6/8/22)
- 1160 Grant St. – SLUP, FSP & DR (6/8/22)
- 36877 Woodward – Gasow – SLUP, FSP & DR (6/8/22)
- 460 N. Old Woodward – Wilders – SLUP, FSP & DR (6/22/22)
- 115 Willits – Mare Mediterranean – SLUP, FSP & DR (6/22/22)
- Watkins/Brown – REZONING (6/22/22)
- Outdoor Dining Study (7/13/22)
- Window Standards Study (7/13/22)

## **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**

### **2022 Call for Entries & Wall Art Update**

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.

### **Keeping Their Ducks in a Row**

The Public Arts Board kept their ducks in a row with another successful painting event for Piano in the Park 2022! On Saturday, May 7th, the board welcomed more than 60 participants joining in to paint the piano that will be placed in Shain Park throughout the summer. The board was also joined by a family of ducks living behind St. James Church who decided to make their way down to the Rouge River that Saturday afternoon. Public Arts Board members escorted the ducks to safety

and did not mind stopping traffic on Maple Road to do so. Local drivers were quick to stop and assist in the effort. The duck theme made it onto the side panel of the piano, which can be viewed and played in the Shain Park Pavilion.

We believe the same family of ducks were rescued the previous week by Department of Public Services staff members. A big "thank you" goes out to the crew (Chad Check, Ian Nock, Greg Foley, Dave Bartley & Brad McNab) who saved the four baby ducklings that fell into the sewer basin at Southfield and Maple. All of the ducklings were unharmed and reunited with their mother!



### **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**

### **Health Screenings**

On May 23rd and 24<sup>th</sup>, Ascension Providence Mobile Screening Center will be in Birmingham providing free comprehensive health screening to officers. First responders are under a lot of stress which can lead to numerous health concerns. After a 33 year old officer of Detroit died of a heart attack, the family partnered with Ascension Providence to provide this free health screening to first responders to help them prevent the same fate. We have scheduled to have this service available to our officers as their health and safety are extremely important to us and our community.

### **New Radio System**

All police and fire agencies in Oakland County will be switching to a new radio system. Cmdr. Greg Wald has been selected to attend training to become an instructor for the new system. Once trained, Cmdr. Wald will not only train all officers in Birmingham, but will team up with other instructors to assist in training all agencies within the county.

### **Crisis Intervention Training (CIT)**

One of the police department's goals is to have at least 20% of the department trained each year until the entire department is certified in Crisis Intervention Training (CIT). CIT programs help officers create connections between law enforcement, mental health providers, hospital emergency services and individuals with mental illness and their families. To assist in accomplishing this goal, Cmdr. Chris Koch will be attending CIT instructor school in May. Once complete, Cmdr. Koch will train officers in CIT. This training is being paid for by a grant that was awarded to the City's CoRe program.

## **Parking Systems Update**

### **Free Parking**

Starting May 21, 2022 Pierce and Peabody Parking Structures will be free to the public on Saturdays to supplement parking needs during the South Old Woodward construction project.

### **Construction**

Repairs continue on the Peabody Parking Structure's lower level columns. All shoring has been installed and column repairs are expected to be complete in 2-3 weeks. All expansion joint repairs have been completed.

Construction on the North Old Woodward Parking Structure continues with underside concrete repairs, light pole concrete base repairs, concrete wall repairs and stair tower cover plate repairs. For more information, download reports ([Site Visit #10](#), and [Site Visit #11](#)) provided by Wiss, Janney, Elstner Associates, Inc.

Work continues at the Park Street Parking Structure. Repairs include adding supplemental steel at the internal webs due to deterioration.

Work at the Chester Street Parking Structure for the 2021-2022 year is complete.



## Road to Recovery

Since reinstituting payments at meters (June 2020) and at all five parking structures (July 2021), our meter and monthly permit revenue has bounced back surpassing pre-COVID levels. Daily transient parking is still playing catch up, but we are starting to see it slowly climb. [Attached is a report](#) prepared by the National Parking Association, summarizing how parking across the nation is recovering from COVID.

Daily Transient											2022 vs 2019
2019- Jan	\$ 235,858.00		2020- Jan	\$ 207,602.00		2021- Jan	\$ -		2022- Jan	\$ 113,629.00	-107.6%
2019 Feb	\$ 228,586.00		2020- Feb	\$ 176,084.00		2021 -Feb	\$ -		2022- Feb	\$ 121,682.00	-87.9%
2019- March	\$ 269,389.00		2020- March	\$ 114,447.00		2021 -March	\$ -		2022- March	\$ 162,817.00	-65.5%
2019 - April	\$ 271,409.00		2020- April	\$ 1,536.00		2021 -April	\$ -		2022- April	\$ 156,482.00	-73.4%
Monthly											2022 vs 2019
2019- Jan	\$ 209,131.00		2020- Jan	\$ 167,439.00		2021- Jan	\$ 2,330.00		2022- Jan	\$ 294,277.00	28.9%
2019 Feb	\$ 171,353.00		2020- Feb	\$ 227,533.00		2021 -Feb	\$ 1,740.00		2022- Feb	\$ 269,232.00	36.4%
2019- March	\$ 243,094.00		2020- March	\$ 221,582.00		2021 -March	\$ 5,750.00		2022- March	\$ 276,640.00	12.1%
2019 - April	\$ 233,130.00		2020- April	\$ 65,062.00		2021 -April	\$ 5,230.00		2022- April	\$ 277,810.00	16.1%
Meters											2022 vs 2019
2019- Jan	\$ 128,509.00		2020- Jan	\$ 128,509.00		2021- Jan	\$ 67,361.00		2022- Jan	\$ 132,208.00	2.8%
2019 Feb	\$ 142,971.00		2020- Feb	\$ 148,605.00		2021 -Feb	\$ 86,740.00		2022- Feb	\$ 129,653.00	-10.3%
2019- March	\$ 177,095.00		2020- March	\$ 80,527.00		2021 -March	\$ 134,061.00		2022- March	\$ 177,419.00	0.2%
2019 - April	\$ 178,087.00		2020- April	\$ 2,659.00		2021 -April	\$ 136,205.00		2022- April	\$ 178,270.00	0.1%

## Occupancy:

Average Total Occupancy April	
Chester Garage	31%
Old Woodward	45%
Park Garage	52%
Peabody Garage	70%
Pierce Garage	69%

	Average Pass Holders Parking	Total Passes Sold	Percentage of Monthly Parking Showing up
Chester Garage	331	1074	31%
Old Woodward	397	827	48%
Park Garage	365	945	38%
Peabody Garage	290	523	55%
Pierce Garage	423	829	51%

## Future Agenda Items

Download a summary of [future agenda items](#).

## Future Workshop Items

Download a summary of [future workshop items](#).



## **MEMORANDUM**

City Manager's Office

**DATE:** May 18, 2022

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

**FROM:** Melissa Fairbairn, Assistant to the City Manager

**SUBJECT:** Federal Transportation Grant Opportunity

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The U.S. Department of Transportation recently announced a new federal grant program to promote safety for pedestrians, cyclists, and drivers on the nation's roads. The Safe Streets and Roads for All program will distribute \$5 billion of federal aid to units of government nationwide.

Staff will review the grant requirements to determine if the City's pedestrian safety initiatives on Woodward Ave or other multi-modal safety projects are eligible for funding. Grant applications are due September 15, 2022.

**ATTACHMENTS:**

- "Buttigieg sends \$5B to cities for safety as road deaths soar" (AP), May 16, 2022
- Safe Streets and Roads for All Notice of Funding Opportunity
- Email from CM Markus
- Email from Asst. to CM Fairbairn

# AP NEWS

## Buttigieg sends \$5B to cities for safety as road deaths soar

By HOPE YEN

May 16, 2022



[1 of 2](#)

[FILE - Traffic flows along Interstate 90 highway as a Metra suburban commuter train moves along an elevated track in Chicago on March 31, 2021. With upcoming data showing traffic deaths soaring, the Biden administration is steering \\$5 billion in federal aid to cities and localities to address the growing crisis by slowing down cars, carving out bike paths and wider sidewalks, and nudging commuters to public transit. \(AP Photo/Shafkat Anowar, File\)](#)

WASHINGTON (AP) — With upcoming data showing traffic deaths soaring, the Biden administration is steering \$5 billion in federal aid to cities and localities to address the growing crisis by slowing down cars, carving out bike paths and wider sidewalks and nudging commuters to public transit.

Transportation Secretary [Pete Buttigieg](#) on Monday announced the availability of money over five years under his department's new Safe Streets & Roads for All program.

The aim will be to provide a direct infusion of federal cash to communities that pledge to promote safety for the multiple users of a roadway, particularly pedestrians and bicyclists, as well as motorists.

Federal data being released this week by the Transportation Department is expected to show another big jump in U.S. traffic deaths through 2021, reflecting [continued risky driving](#) that began with [the coronavirus pandemic in March 2020](#). Fatalities among pedestrians and cyclists have been rising faster than those within vehicles.

#### ADVERTISEMENT

Deaths also are disproportionately higher among nonwhite, lower-income people, who are more likely to take public transit and travel by foot or bike, as well as those [in tribal and rural areas](#), where speeding can be common and seat belt use less frequent.

"We face a national crisis of fatalities and serious injuries on our roadways, and these tragedies are preventable — so as a nation we must work urgently and collaboratively to save lives," Buttigieg said. He said the money "will help communities large and small take action to protect all Americans on our roads."

"We have become far too accustomed to the loss of life and serious injuries happening on our roadways," he said.

Previewing the upcoming data, Steven Cliff, the acting head of the National Highway Traffic Safety Administration, told an event last week the final figures would show "alarming" increases for the full year of 2021.

Roadway deaths represent about 95% of all U.S. transportation deaths, at more than 38,000 in 2020. In 2021, data released so far has already shown U.S. traffic fatalities [rising to 31,720 through the third quarter](#), the highest nine-month period since 2006. Before 2020, the number of U.S. traffic deaths had fallen for three straight years.

Cliff said a big chunk of fatalities have been occurring for motorists who do not buckle up and often during short car trips "down the street."

The department's effort is part of [a new national strategy, launched in January](#), to stem record increases in road fatalities with a "safe system" approach that promotes better road design, lower speed limits and tougher car safety regulations. About \$5 million to \$6 million for the grants is included in [President Joe Biden's infrastructure law](#).

Still, much of the federal roadmap relies on cooperation from cities and states, and it could take months if not years to fully implement with discernible results — too late to soothe [2022 midterm voters](#) unsettled by this and other pandemic-related ills, such as [rising crime](#).

The latest U.S. guidance Monday invites cities and localities to sketch out safety plans in their applications for the federal grants, which are to be awarded late this year.

#### ADVERTISEMENT



It cites examples of good projects as those that promise to transform a high-crash roadway, such as by adding rumble strips to slow cars or installing speed cameras, which the department says could provide more equitable enforcement than police traffic stops; flashing beacons for pedestrian crosswalks; new “safe routes” via sidewalks or other protected pathways to school or public transit in underserved communities; and other “quick build” roadway changes designed with community input.

Buttigieg was traveling to Germany on Monday for the International Transport Forum to discuss the best approaches to achieve a U.N. goal of halving the world’s traffic deaths by 2030. Around 1.25 million people are killed worldwide on the road each year. The U.S. [has been mostly an outlier](#) in seeing traffic deaths climb during the pandemic even with fewer cars on the road, due in part to higher U.S. rates of speeding and not wearing seatbelts.

Michael Kelley, policy director for roadway safety advocacy group BikeWalkKC in Kansas City, Missouri, says he has been advocating for biking and walking routes because his two young daughters love to explore outside but can’t do so safely since their neighborhood lacks sidewalks and sits near a highway.

#### ADVERTISEMENT

Kelley, who is Black, said communities can become vibrant and more connected by fostering walkable neighborhoods that allow the elderly who may not readily drive, such as his parents, to “age in place” near a younger generation, like his daughters, who increasingly “don’t want or need to drive” a car if there are other safe and affordable transportation options available.

“Everyone deserves to be able to walk, to bike, to take transit, and for that to be the safe and easy choice,” Kelley said.

Buttigieg stressed the urgency.

“I’m convinced that we can use this moment, this urgent and troubling moment, as a pivot point,” he said. “We are out to fund whatever is going to go most directly toward reducing crashes and saving lives so we can change the trajectory of road safety in this decade.”

<https://apnews.com/article/covid-health-transportation-pete-buttigieg-50eda706e949e4fec059c7169363c83a>

## Office of the Secretary of Transportation

### Notice of Funding Opportunity for the Safe Streets and Roads for All (SS4A) Discretionary Grant Opportunity

**AGENCY:** Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

**ACTION:** Notice of Funding Opportunity (NOFO), Assistance Listing # 20.939

**SUMMARY:** The purpose of this notice is to solicit applications for Safe Streets and Roads for All (SS4A) grants. Funds for the fiscal year (FY) 2022 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators.<sup>1</sup>

**DATES:** Applications must be submitted by 5:00 PM EDT on Thursday, September 15, 2022. Late applications will not be accepted.

**ADDRESSES:** Applications must be submitted through <https://www.grants.gov/>.

**FOR FURTHER CONTACT INFORMATION:** Please contact the SS4A grant program staff via email at [SS4A@dot.gov](mailto:SS4A@dot.gov), or call Paul Teicher at 202-366-4114. A telecommunications device for the deaf (TDD) is available at 202-366-3993. In addition, DOT will regularly post answers to questions and requests for clarifications, as well as schedule information regarding webinars providing additional guidance, on DOT's website at <https://www.transportation.gov/SS4A>. The deadline to submit technical questions is August 15, 2022.

**SUPPLEMENTARY INFORMATION:** Each section of this notice contains information and instructions relevant to the application process for SS4A grants, and all applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

N/A	SUMMARY INFORMATION
A	PROGRAM DESCRIPTION
B	FEDERAL AWARD INFORMATION
C	ELIGIBILITY INFORMATION
D	APPLICATION AND SUBMISSION INFORMATION
E	APPLICATION REVIEW INFORMATION
F	FEDERAL AWARD ADMINISTRATION INFORMATION
G	FEDERAL AWARDED AGENCY CONTACTS
H	OTHER INFORMATION

Section A (Program Description) describes the Department's goals and purpose in making awards, and Section E (Application Review Information) describes how the Department will select from eligible

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<sup>1</sup>The term "pedestrians" is inclusive of all users of the pedestrian infrastructure, including persons with disabilities.

applications. To support applicants through the process, the Department will provide technical assistance and resources at <https://www.transportation.gov/SS4A>.

## DEFINITIONS

Term	Definition
Applicant's Jurisdiction(s)	The U.S. Census tracts where the applicant operates or performs their safety responsibilities. If an applicant is seeking funding for multiple jurisdictions, all of the relevant Census tracts for the jurisdictions covered by the application should be included.
Complete Streets	Standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, personal conveyance and micromobility users, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles. <sup>2</sup>
Comprehensive Safety Action Plan	A comprehensive safety action plan (referred to as Action Plan) is aimed at preventing roadway fatalities and serious injuries in a locality, Tribe, or region. This can either be a plan developed with an Action Plan Grant, or a previously developed plan that is substantially similar and meets the eligibility requirements (e.g., a Vision Zero plan or similar plan).
Equity	The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
High Injury Network	Identifies the highest concentrations of traffic crashes resulting in serious injuries and fatalities within a given roadway network or jurisdiction.
Micromobility	Any small, low-speed, human- or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled conveyances. <sup>3</sup>
Personal Conveyance	A personal conveyance is a device, other than a transport device, used by a pedestrian for personal mobility assistance or recreation. These devices can be motorized or human powered, but not propelled by pedaling. <sup>4</sup>

<sup>2</sup> The definition is based on the "Moving to a Complete Streets Design Model: A Report to Congress on Opportunities and Challenges," <https://highways.dot.gov/newsroom/federal-highway-administration-details-efforts-advance-complete-streets-design-model>

<sup>3</sup> Source: FHWA, Public Roads Magazine Spring 2021 "Micromobility: a Travel Innovation." Publication Number: FHWA-HRT-21-003

<sup>4</sup> <https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813251>, see page 127 for the full definition as defined in the 2020 FARS/CRSS Coding and Validation Manual.

Term	Definition
Political Subdivision of a State	A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, certain transit agencies, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State.
Rural	For the purposes of this NOFO, jurisdictions outside an Urbanized Area (UA) or located within Urbanized Areas with populations fewer than 200,000 will be considered rural. Lists of UAs are available on the U.S. Census Bureau website at <a href="http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/">http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/</a> .
Safe System Approach	A guiding principle to address the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. <sup>5, 6</sup>
Underserved Community	An underserved community as defined for this NOFO is consistent with the Office of Management and Budget's Interim Guidance for the Justice40 Initiative and the Historically Disadvantaged Community designation, which includes: <ul style="list-style-type: none"> <li>• U.S. Census tracts identified in this table: <a href="https://datahub.transportation.gov/stories/s/tsyd-k6ij">https://datahub.transportation.gov/stories/s/tsyd-k6ij</a>;</li> <li>• Any Tribal land; or</li> <li>• Any territory or possession of the United States.</li> </ul>

## A. Program Description

### 1. Overview

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) authorized and appropriated \$1 billion to be awarded by the Department of Transportation for FY 2022 for the SS4A grant program. This NOFO solicits applications for activities to be funded under the SS4A grant program. The FY22 funding will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355).<sup>7</sup>

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding

<sup>5</sup> See: <https://www.transportation.gov/NRSS/SafeSystem>

<sup>6</sup> Safety culture can be defined as the shared values, actions, and behaviors that demonstrate a commitment to safety over competing goals and demands.

<sup>7</sup> The priorities of Executive Order 14052, Implementation of the Infrastructure Investments and Jobs Act are: to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards and equal employment opportunity, strengthen infrastructure resilience to hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.



to develop the tools to help strengthen a community's approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

## 2. Grant Types and Deliverables

The SS4A program provides funding for two types of grants: Action Plan Grants (for comprehensive safety action plans) and Implementation Grants. Action Plan Grants are used to develop, complete, or supplement a comprehensive safety action plan. To apply for an Implementation Grant, an eligible applicant must have a qualifying Action Plan. Implementation Grants are available to implement strategies or projects that are consistent with an existing Action Plan. Applicants for Implementation Grants can self-certify that they have in place one or more plans that together are substantially similar to and meet the eligibility requirements for an Action Plan.

### i. Action Plan Grants

An Action Plan is the foundation of the SS4A grant program. Action Plan Grants provide Federal funds to eligible applicants to develop or complete an Action Plan. Action Plan Grants may also fund supplemental Action Plan activities. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region. Further information on eligibility requirements is in Section C.

The primary deliverable for an Action Plan Grant is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1. DOT considers the process of developing an Action Plan to be critical for success, and the components reflect a process-oriented set of activities.

**Table 1: Action Plan Components**

Component	Description
Leadership Commitment and Goal Setting	An official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, MPO Policy Board, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.
Planning Structure	A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.

<b>Component</b>	<b>Description</b>
Safety Analysis	Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).
Engagement and Collaboration	Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.
Equity Considerations	Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. <sup>8</sup> Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.
Policy and Process Changes	Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.
Strategy and Project Selections	<p>Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.</p> <p>Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.</p>

<sup>8</sup> An underserved community as defined for this NOFO is consistent with the Office of Management and Budget's Interim Guidance for the Justice40 Initiative (<https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf>) and the Historically Disadvantaged Community designation, which includes U.S. Census tracts identified in this table <https://datahub.transportation.gov/stories/s/tsyd-k6ij>; any Tribal land; or any territory or possession of the United States.

Component	Description
Progress and Transparency	Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

a) Supplemental Action Plan Activities:

Supplemental action plan activities support or enhance an existing Action Plan. To fund supplemental Action Plan activities through the SS4A program, an applicant must have an existing Action Plan, or a plan that is substantially similar and meets the eligibility requirements for having an existing plan. The plan components may be contained within several documents. Table 2 in Section C is a Self-Certification Eligibility Worksheet with instructions to determine whether an existing plan meets the eligibility requirements. Supplemental action plan activities could include, but are not limited to: a second round of analysis; expanded data collection and evaluation using integrated data; testing action plan concepts before project and strategy implementation; feasibility studies using quick-build strategies that inform permanent projects in the future (e.g., paint, plastic bollards, etc.); follow-up stakeholder engagement and collaboration; targeted equity assessments; progress report development; and complementary planning efforts such as speed management plans, accessibility and transition plans, racial and health equity plans, and lighting management plans. Additional information on supplemental action plan activities is located at <https://www.transportation.gov/SS4A>.

Applicants that have an existing plan that is substantially similar to and meets the eligibility requirements of an Action Plan may alternatively choose to fund supplemental Action Plan activities through an application for an Implementation Grant rather than an Action Plan Grant. See Section A.2.ii below.

ii. Implementation Grants

Implementation Grants fund projects and strategies identified in an Action Plan that address roadway safety problems. Implementation Grants may also fund associated planning and design and supplemental Action Plan activities in support of an existing Action Plan. DOT encourages Implementation Grant applicants to include supplemental Action Plan activities in their application to further improve and update existing plans. Applicants must have an existing Action Plan to apply for Implementation Grants or have an existing plan that is substantially similar and meets the eligibility requirements of an Action Plan. If applicants do not have an existing Action Plan, they should apply for Action Plan Grants and **NOT** Implementation Grants. The plan components may be contained within several documents. Table 2 in Section C is a Self-Certification Eligibility Worksheet with instructions to determine eligibility to apply for an Implementation Grant. Additional information on eligibility requirements and eligible activities is in Section C below.

### 3. SS4A Grant Priorities

This section discusses priorities specific to SS4A and those related to the Department's overall mission, which are reflected in the selection criteria and NOFO requirements. Successful grant applications will demonstrate engagement with a variety of public and private stakeholders and seek to adopt innovative technologies and strategies to:

- Promote safety;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies; and
- Align with the Department’s mission and with priorities such as equity, climate and sustainability, quality job creation, and economic strength and global competitiveness.

The Department seeks to award Action Plan Grants based on safety impact, equity, and other safety considerations. For Implementation Grants, DOT seeks to make awards to projects and strategies that save lives and reduce roadway fatalities and serious injuries; incorporate equity, engagement, and collaboration into how projects and strategies are executed; use effective practices and strategies; consider climate change, sustainability, and economic competitiveness in project and strategy implementation; and will be able to complete the full scope of funded projects and strategies within five years after the establishment of a grant agreement. Section D provides more information on the specific measures an application should demonstrate to support these goals.

The SS4A grant program aligns with both Departmental and Biden-Harris Administration activities and priorities. The National Roadway Safety Strategy (NRSS, issued January 27, 2022) commits the Department to respond to the current crisis in roadway fatalities by “taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation’s roadways,” in pursuit of the goal of achieving zero roadway deaths.<sup>9</sup> DOT recognizes that zero is the only acceptable number of deaths on our roads, and achieving that is our long-term safety goal. The outcomes that are anticipated from the SS4A program also support the FY 2022-2026 DOT Strategic Plan and the accompanying safety performance goals such as a medium-term goal of a two-thirds reduction in roadway fatalities by 2040.<sup>10</sup>

As part of the NRSS, the Department adopted the Safe System Approach as a guiding principle to advance roadway safety. The Safe System Approach addresses the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. For more information on the Safe System Approach, see the NRSS.

DOT encourages communities to adopt and implement Complete Streets policies that prioritize the safety of all users in transportation network planning, design, construction, and operations.<sup>11</sup> A full transition to a Complete Streets design model requires leadership, identification and elimination of barriers, and development of new policies, rules, and procedures to prioritize safety. A Complete Street includes, but is not limited to: sidewalks, curb ramps, bike lanes (or wide paved shoulders), special bus lanes, accessible public transportation stops, safe and accommodating crossing options, median islands, pedestrian signals, curb extensions, narrower travel lanes, and roundabouts.<sup>12</sup> Recipients of Federal financial assistance are required to ensure the accessibility of pedestrian facilities in the public right-of-way. See Section F.2 of this NOFO for program requirements.

<sup>9</sup> <https://www.transportation.gov/NRSS>

<sup>10</sup> <https://www.transportation.gov/dot-strategic-plan>

<sup>11</sup> Complete Streets are defined in the Definitions table at the beginning of the document.

<sup>12</sup> More information on Complete Streets can be found at <https://highways.dot.gov/complete-streets>



The NOFO aligns with and considers Departmental policy priorities that have a nexus to roadway safety and grant funding. As part of the Department's implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund applications that, to the extent possible, target at least 40 percent of benefits towards low-income and underserved communities. DOT also seeks to award funds under the SS4A grant program that proactively address equity and barriers to opportunity, or redress prior inequities and barriers to opportunity. DOT supports the policies in Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), to pursue a comprehensive approach to advancing equity for all, including people of color, rural communities, and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. An important area for DOT's focus is the disproportionate, adverse safety impacts that affect certain groups on our roadways, particularly people walking and biking in underserved communities. See Section F.2.i of this NOFO for equity-related program requirements.

As part of the United States' commitment to a whole-of-government approach to reaching net-zero emissions economy-wide by 2050 and a 50–52 percent reduction in emissions from 2005 levels by 2030, BIL and its associated transportation funding programs permit historic investments to improve the resilience of transportation infrastructure, helping States and communities prepare for hazards such as wildfires, floods, storms, and droughts exacerbated by climate change. DOT's goal is to encourage the advancement of projects and strategies that address climate change and sustainability. To enable this, the Department encourages applicants to consider climate change and sustainability throughout the planning and project development process, including the extent to which projects and strategies under the SS4A grant program align with the President's greenhouse gas reduction, climate resilience, and environmental justice commitments.

The Department intends to use the SS4A grant program to support the creation of good-paying jobs with the free and fair choice to join a union, and the incorporation of strong labor standards and workforce programs, in particular registered apprenticeships, joint labor-management programs, or other high-quality workforce training programs, including high-quality pre-apprenticeships tied to registered apprenticeships, in project planning stages and program delivery. Grant applications that incorporate such considerations support a strong economy and labor market.

Consistent with the Department's Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative, the Department seeks to award funding to rural applications that address disproportionately high fatality rates in rural communities. For applicants seeking to use innovative technologies and strategies, the Department's Innovation Principles serve as a guide to ensure innovations reduce deaths and serious injuries while committing to the highest standards of safety across technologies.<sup>13</sup>

## **B. Federal Award Information**

### **1. Total Funding Available**

The BIL established the SS4A program with \$5,000,000,000 in advanced appropriations in Division J, including \$1,000,000,000 for FY 2022. Therefore, this Notice makes available up to \$1 billion for FY 2022 grants under the SS4A program. Refer to Section D for greater detail on additional funding considerations and Section D.5 for funding restrictions.

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<sup>13</sup> <https://www.transportation.gov/priorities/innovation/us-dot-innovation-principles>. Released January 6, 2022.

## **2. Availability of Funds**

Grant funding obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT's announcement of FY 2022 SS4A grant awards, any costs incurred prior to DOT's obligation of funds for activities ("pre-award costs") are ineligible for reimbursement. All FY 2022 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds.

## **3. Award Size and Anticipated Quantity**

In FY 2022, DOT expects to award hundreds of Action Plan Grants, and up to one hundred Implementation Grants. The Department reserves the right to make more, or fewer, awards. DOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the SS4A grant priorities in Section A.3.

### **i. Action Plan Grants**

For Action Plan Grants, award amounts will be based on estimated costs, with an expected minimum of \$200,000 for all applicants, an expected maximum of \$1,000,000 for a political subdivision of a State or a federally recognized Tribal government, and an expected maximum of \$5,000,000 for a metropolitan planning organization (MPO) or a joint application comprised of a multijurisdictional group of entities that is regional in scope (e.g., a multijurisdictional group of counties, a council of governments and cities within the same region, etc.). The Department will consider applications with funding requests under the expected minimum award amount. DOT reserves the right to make Action Grant awards less than the total amount requested by the applicant.

Joint applications that engage multiple jurisdictions in the same region are encouraged, in order to ensure collaboration across multiple jurisdictions and leverage the expertise of agencies with established financial relationships with DOT and knowledge of Federal grant administration requirements. Applicants may propose development of a single Action Plan covering all jurisdictions, or several plans for individual jurisdictions, administered by the leading agency.

### **ii. Implementation Plan Grants**

For Implementation Grants, DOT expects the minimum award will be \$5,000,000 and the maximum award will be \$30,000,000 for political subdivisions of a State. For applicants who are federally recognized Tribal governments or applicants in rural areas, DOT expects the minimum award will be \$3,000,000 and the maximum award will be \$30,000,000. For an MPO or a joint application comprised of a multijurisdictional group of entities that is regional in scope, the expected maximum award will be \$50,000,000. For the purposes of the SS4A grant program award size minimum, rural is defined as an area outside an Urbanized Area (UA) or located within a UA with a population of fewer than 200,000.<sup>14</sup> DOT reserves the right to make Implementation Grant awards less than the total amount requested by the applicant.

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<sup>14</sup> Current lists of Urbanized Areas are available on the U.S. Census Bureau website at [http://www2.census.gov/geo/maps/dc10map/uau\\_refmap/ua/](http://www2.census.gov/geo/maps/dc10map/uau_refmap/ua/). For the purposes of the SS4A program, Urbanized Areas with populations fewer than 200,000 will be considered rural.

#### 4. Start Dates and Period of Performance

DOT expects to obligate SS4A award funding via a signed grant agreement between the Department and the recipient, as flexibly and expeditiously as possible, within 12 months after awards have been announced. Applicants who have never received Federal funding from DOT before are encouraged to partner with eligible applicants within the same region, such as an MPO, that have established financial relationships with DOT and knowledge of Federal grant administration requirements. While States are not eligible applicants and cannot be a co-applicant, eligible applicants are encouraged to separately partner with States and other entities experienced with administering Federal grants, outside of the SS4A grant award process, to ensure effective administration of a grant award. The expected period of performance for Action Plan Grant agreements is between 12 and 24 months. The period of performance for Implementation Grant agreements may not exceed five years.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to providing assistance to help award recipients through the process of securing a grant agreement and delivering both Action Plan activities and Implementation Grant projects and strategies.

#### 5. Data Collection Requirements

Under the BIL, the Department shall post on a publicly available website best practices and lessons learned for preventing roadway fatalities and serious injuries pursuant to strategies or interventions implemented under SS4A. Additionally, DOT shall evaluate and incorporate, as appropriate, the effectiveness of strategies and interventions implemented under the SS4A grant program.<sup>15</sup> The Department intends to measure safety outcomes through a combination of grant agreement activities and data collections, DOT data collections already underway, and program evaluations separate from the individual grant agreements in accordance with Section F.3.iii. The grant data-collection requirements reflect the need to build evidence of noteworthy strategies and what works. The Department expects to use the data and outcome information collected as part of the SS4A in evaluations focused on before and after studies.

All award recipients shall submit a report that describes:

- The costs of each eligible project and strategy carried out using the grant;
- The roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in crashes, etc.) that each such project and strategy has generated, as—
  - Identified in the grant application; and
  - Measured by data, to the maximum extent practicable; and
- The lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

All recipients must provide aggregated annual crash data on serious injuries and fatalities for the duration of the period of performance for the jurisdiction or jurisdictions for which funds were awarded. These data will provide the information for metrics on changes in serious injuries and fatalities over time.

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<sup>15</sup> BIL specifically cites *Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, Ninth Edition* or any successor document, but DOT also is to consider applied research focused on infrastructure and operational projects and strategies.

Implementation Grant recipients must also provide crash data on serious injury and fatalities in the locations where projects and strategies are implemented, which are expected to include crash characteristics and contributing factor information associated with the safety problems being addressed. Data that measure outcomes for the specific safety problems addressed are required and could include, but are not limited to, aggregated information by road user, safety issue, and demographic characteristics such as race and gender. For Implementation Grants that undertake projects and strategies to foster applied research and experimentation to inform project and strategy effectiveness, additional data collection requirements will be negotiated with the applicant before a grant agreement is established. Federally recognized Tribal governments receiving grants may request alternative data collection requirements during grant agreement formulation, as appropriate. This information will be gathered on a quarterly basis in a Performance Progress Report (SF-PPR).<sup>16</sup>

To fulfill the data collection requirements and in accordance with the U.S. DOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the course of the grant.<sup>17, 18</sup> Applicants are expected to account for data and performance reporting in their budget submission.

## **C. Eligibility Information**

### **1. Eligible Applicants**

Eligible applicants for SS4A grants are (1) a metropolitan planning organization (MPO); (2) a political subdivision of a State or territory; (3) a federally recognized Tribal government; and (4) a multijurisdictional group of entities described in any of the aforementioned three types of entities. A multijurisdictional group of entities described in (4) should identify a lead applicant as the primary point of contact. For the purposes of this NOFO, a political subdivision of a State under (2), above, is defined as a unit of government under the authority of State law. This includes cities, towns, counties, special districts, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State. States are not eligible applicants, but DOT encourages applicants to coordinate with State entities, as appropriate.

Eligible MPOs, transit agencies, and multijurisdictional groups of entities with a regional scope are encouraged to support subdivisions of a State such as cities, towns, and counties with smaller populations within their region. The Department strongly encourages such joint applications for Action Plan Grants, and for applicants who have never received Federal funding and can jointly apply with entities experienced executing DOT grants.

An eligible applicant for Implementation Grants must also meet at least one of these conditions: (1) have ownership and/or maintenance responsibilities over a roadway network; (2) have safety responsibilities that affect roadways; or (3) have agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction. For the purposes of this NOFO, an applicant's jurisdiction is defined as the U.S. Census tracts where the applicant operates or performs their safety responsibilities.

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<sup>16</sup> <https://www.sbir.gov/sites/default/files/SF%20PPR.pdf>

<sup>17</sup> <https://doi.org/10.21949/1520559>

<sup>18</sup> United States. Department of Transportation. (2022) *DOT Public Access* [Home page]. <https://doi.org/10.21949/1503647>



## 2. Cost Sharing or Matching

The Federal share of a SS4A grant may not exceed 80 percent of total eligible activity costs. Recipients are required to contribute a local matching share of no less than 20 percent of eligible activity costs. All matching funds must be from non-Federal sources. In accordance with 2 CFR § 200.306, grant recipients may use in-kind or cash contributions toward local match requirements so long as those contributions meet the requirements under 2 CFR § 200.306(b). Matching funds may include funding from the applicant, or other SS4A-eligible non-Federal sources partnering with the applicant, which could include, but is not limited to, funds from the State. Any in-kind contributions used to fulfill the cost-share requirement for Action Plan and Implementation Grants must: be in accordance with the cost principles in 2 CFR § 200 Subpart E; include documented evidence of completion within the period of performance; and support the execution of the eligible activities in Section C.4.

SS4A funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Grant agreements are expected to be administered on a reimbursement basis, and at the Department's discretion alternative funding arrangements may be established on a case-by-case basis.

## 3. Grant Eligibility Requirements

If an applicant is eligible for both an Action Plan Grant and an Implementation Grant, the applicant may only apply for an Action Plan Grant **or** an Implementation Grant, not both. An eligible applicant may only submit one application to the funding opportunity. Action Plan Grant funding recipients are not precluded from applying for Implementation Grants in future funding rounds.

### i. Action Plan Grant Eligibility Requirements

The Action Plan Grant eligibility requirements are contingent on whether an applicant is requesting funds to develop or complete an Action Plan, or if the applicant is requesting funds for supplemental action plan activities. Applicants may not apply to develop or complete an Action Plan **and** fund supplemental action plan activities in the current round of funding.

#### a) Eligibility Requirements to Develop or Complete an Action Plan

Any applicant that meets the eligibility requirements may apply for an Action Plan Grant to develop or complete an Action Plan. Applicants with an existing Action Plan may also apply to develop a new Action Plan.

#### b) Eligibility Requirements for Supplemental Action Plan Activities

Applicants for Action Plan Grants to fund supplemental action plan activities must either have an established Action Plan with all components described in Table 1 in Section A, or an existing plan that is substantially similar and meets the eligibility requirements. Table 2 below provides instructions to determine eligibility for applicants that have a substantially similar plan. The components required for an established plan to be substantially similar to an Action Plan may be found in multiple plans. State-level action plans (e.g., a Strategic Highway Safety Plan required in 23 U.S. Code (U.S.C.) § 148, State Highway Safety Plans required in 23 U.S.C. § 402, etc.) or Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan. It is recommended that applicants include this eligibility worksheet as part of their narrative submission. If this Self-Certification Eligibility Worksheet

is not used, applicants must describe how their established plan is substantially similar to an Action Plan as part of the Narrative, based on the criteria in Table 2 below.

**Table 2: Self-Certification Eligibility Worksheet**

<p><b>Worksheet instructions:</b> The purpose of the worksheet is to determine whether an applicant's existing plan is substantially similar to an Action Plan, or not. For each question below, answer yes or no. For each yes, cite the specific page in your existing Action Plan or other plan/plans that corroborate your response, provide supporting documentation, or provide other evidence. Refer to Table 1 for further details on each component. <i>Note:</i> The term Action Plan is used in this worksheet; it covers either a stand-alone Action Plan or components of other plans that combined comprise an Action Plan.</p> <p><b>Instructions to affirm eligibility:</b> Based on the questions in this eligibility worksheet, an applicant is eligible to apply for an Action Plan Grant that funds supplemental action plan activities, or an Implementation Grant, if the following two conditions are met:</p> <ul style="list-style-type: none"> <li>• Questions 3, 7, and 9 are answered "yes." If Question 3, 7, or 9 is answered "no," the plan is not substantially similar and ineligible to apply for Action Plan funds specifically for a supplemental action plan activity, nor an Implementation Grant.</li> <li>• At least four of the six remaining Questions are answered "yes" (Questions 1, 2, 4, 5, 6, or 8).</li> </ul> <p>If both conditions are met, an applicant has a substantially similar plan.</p>	
Question	Response, Document and Page Number
<p>1. Are both of the following true:</p> <ul style="list-style-type: none"> <li>• Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries?</li> <li>• Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date?</li> </ul>	
<p>2. To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring?</p>	
<p>3. Does the Action Plan include all of the following?</p> <ul style="list-style-type: none"> <li>• Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region;</li> <li>• Analysis of the location(s) where there are crashes, the severity, as well as contributing factors and crash types;</li> </ul>	

<ul style="list-style-type: none"> <li>• Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users; and</li> <li>• A geospatial identification (geographic or locational data using maps) of higher risk locations.</li> </ul>	
<p>4. Did the Action Plan development include all of the following activities?</p> <ul style="list-style-type: none"> <li>• Engagement with the public and relevant stakeholders, including the private sector and community groups;</li> <li>• Incorporation of information received from the engagement and collaboration into the plan; and</li> <li>• Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.</li> </ul>	
<p>5. Did the Action Plan development include all of the following?</p> <ul style="list-style-type: none"> <li>• Considerations of equity using inclusive and representative processes;</li> <li>• The identification of underserved communities through data; and</li> <li>• Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics.</li> </ul>	
<p>6. Are both of the following true?</p> <ul style="list-style-type: none"> <li>• The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and</li> <li>• The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.</li> </ul>	
<p>7. Does the plan identify a comprehensive set of projects and strategies to address the safety problems identified in the Action Plan, time ranges when the strategies and projects will be deployed, and explain project prioritization criteria?</p>	

8. Does the plan include all of the following? <ul style="list-style-type: none"> <li>• A description of how progress will be measured over time that includes, at a minimum, outcome data</li> <li>• The plan is posted publicly online.</li> </ul>	
9. Was the plan finalized and/or last updated between 2017 and 2022?	

## ii. Implementation Grant Eligibility Requirements

To apply for an Implementation Grant, the applicant must certify that they have an existing plan which is substantially similar to an Action Plan. The plan or plans should be uploaded as an attachment to your application. Use Table 2, Self-Certification Eligibility Worksheet, from the previous section to determine eligibility. The existing plan must be focused, at least in part, on the roadway network within the applicant’s jurisdiction. The components required for an existing plan to be substantially similar to an Action Plan may be found in multiple plans. State-level action plans (e.g., a Strategic Highway Safety Plan required in 23 U.S.C. § 148, State Highway Safety Plans required in 23 U.S.C. § 402, Commercial Vehicle Safety Plans required in 49 U.S.C. § 31102, etc.) as well as Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan to apply for an Implementation Grant.

## 4. Eligible Activities and Costs

### i. Eligible Activities

Broadly, eligible activity costs must comply with the cost principles set forth in with 2 CFR, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). DOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible activities for grant funding include the following three elements:

- (A) developing a comprehensive safety action plan or Action Plan (i.e., the activities outlined in Section A.2.i in Table 1 and the list of supplemental Action Plan activities);
- (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and
- (C) carrying out projects and strategies identified in an Action Plan.

For Action Plan Grants, eligible activities and costs only include those that directly assist in the development of the Action Plan, element (A), and/or supplemental action plan activities in support of an existing Action Plan or plans.

For Implementation Grants, activities *must* include element (C) “carrying out projects and strategies identified in an Action Plan,” and *may* include element (B) “conducting planning, design, and development activities for projects and strategies identified in an Action Plan” and/or element (A) “supplemental action plan activities in support of an existing Action Plan.” Projects and strategies identified in element (C) must be either infrastructure, behavioral, or operational activities identified in the Action Plan, and must be directly related to addressing the safety problem(s) identified in the application and Action Plan. Examples of eligible Implementation Grant activities are listed on the SS4A website located at [www.transportation.gov/SS4A](http://www.transportation.gov/SS4A). The following activities are **not** eligible for element (C) “projects and strategies” funding:



- Projects and strategies whose primary purpose is not roadway safety.
- Projects and strategies exclusively focused on non-roadway modes of transportation, including air, rail, marine, and pipeline. Roadway intersections with other modes of transportation (e.g., at-grade highway rail crossings, etc.) are eligible activities.
- Capital projects to construct new roadways used for motor vehicles. New roadways exclusively for non-motorists is an eligible activity if the primary purpose is safety-related.
- Infrastructure projects primarily intended to expand capacity to improve Levels of Service for motorists on an existing roadway, such as the creation of additional lanes.
- Maintenance activities for an existing roadway primarily to maintain a state of good repair. However, roadway modifications on an existing roadway in support of specific safety-related projects identified in an Action Plan are eligible activities.
- Development or implementation of a public transportation agency safety plan (PTASP) required by 49 U.S.C. § 5329. However, a PTASP that identifies and addresses risks to pedestrians, bicyclists, personal conveyance and micromobility users, transit riders, and others may inform Action Plan development.

All projects and strategies must have equity—the consistent, fair, just, and impartial treatment of all people—at their foundation. This includes traffic enforcement strategies. As part of the Safe System Approach adopted in the USDOT’s National Roadway Safety Strategy, any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. The SS4A program can be used to support safety projects and strategies that address serious safety violations of drivers (e.g., speeding, alcohol and drug-impaired driving, etc.), so long as the proposed strategies are data-driven and demonstrate a process in alignment with goals around community policing and in accordance with Federal civil rights laws and regulations.<sup>19</sup>

Funds may not be used, either directly or indirectly, to support or oppose union organizing.

## ii. Project and Strategy Location

For Implementation Grants, applications must identify the problems to be addressed, the relevant geographic locations, and the projects and strategies they plan to implement, based on their Action Plan or established plan. This should include specific intervention types to the extent practicable. To provide flexibility in the implementation of projects and strategies that involve systemic safety strategies or bundling of similar countermeasures, an applicant may wait to specify specific site locations and designs for the projects and strategies as part of executing the grant agreement, if necessary, upon approval of the Department and so long as the identified site locations and designs remain consistent with the intent of the award.

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<sup>19</sup> For one such example see <https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf>.

## D. Application and Submission Information

### 1. Address to Request Application Package

All grant application materials can be accessed at [grants.gov](https://grants.gov). Applicants must submit their applications via [grants.gov](https://grants.gov) under the Notice of Funding Opportunity Number cited herein. Potential applicants may also request paper copies of materials at:

Telephone: (202)-366-4114  
Mail: U.S. Department of Transportation  
1200 New Jersey Avenue SE  
W84-322  
Washington, DC 20590

### 2. Content and Form of Application Submission

The Action Plan Grant and Implementation Grant have different application submission and supporting document requirements.

#### i. Action Plan Grant Application Submissions

All Action Plan Grant applications must submit the following Standard Forms (SFs):

- Application for Federal Assistance (SF-424)
- Budget Information for Non-Construction Programs (SF-424A)
- Assurances for Non-Construction Programs (SF-424B)
- Disclosure of Lobbying Activities (SF-LLL)

In addition to the SFs above, the applicant must provide: a) Key Information; b) Narrative; c) Self-Certification Eligibility Worksheet, if applying for action plan supplemental activities; d) Map; and e) Budget. While it is not required to conform to the recommended templates below, it is strongly encouraged to provide the information using the specific structure provided in this NOFO.

#### a) Key Information Table

Lead Applicant	
If Multijurisdictional, additional eligible entities jointly applying	
Total jurisdiction population	
Count of motor-vehicle-involved roadway fatalities from 2016 to 2020	
Fatality rate	
Population in Underserved Communities	
States(s) in which projects and strategies are located	
Costs by State (if project spans more than one State)	

Instructions for a):

- The lead applicant is the primary jurisdiction, and the lead eligible entity applying for the grant.

- If the application is multijurisdictional, list additional eligible entities within the multijurisdictional group of entities. If a single applicant, mark as not applicable.
- Total jurisdiction population is based on 2020 U.S. Census data and includes the total population of all Census tracts where the applicant operates or performs their safety responsibilities.
- The count of roadway fatalities from 2016 to 2020 in the jurisdiction based on DOT's Fatality Analysis Reporting System (FARS) data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information.<sup>20</sup> This should be a number. Cite the source, if using a dataset different from FARS, with a link to the data if publicly available.
- The fatality rate, calculated using the average from the total count of fatalities from 2016 to 2020 based on FARS data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information, which is divided by the population of the applicant's jurisdiction based on 2020 U.S. Census population data. This should be a number. Cite the source, if using a dataset different from FARS.
- Check one of the three available boxes to the right of the column with the three Action Plan types: new Action Plan; Action Plan completion; or supplemental action plan activities.
- The population in underserved communities should be a percentage obtained by dividing the population living in Census tracts with an Underserved Community designation divided by the total population living in the jurisdiction.<sup>21</sup> For multi-jurisdictional groups, provide this information for each jurisdiction in the group.
- Note the State(s) of the applicants. If a federally recognized Tribal government, mark as not applicable.
- Allocate funding request amounts by State based on where the funds are expected to be spent. If the projects and strategies are located in only one State, put the full funding request amount.

#### c) Narrative

In narrative form, the applicant should respond to the Action Plan Grant selection criteria described in Section E.1.i to affirm whether the applicant has considered certain activities that will enhance the implementation of an Action Plan once developed or updated. The narrative must be no longer than 300 words.

#### d) Self-Certification Eligibility Worksheet

If applying for Action Plan Grant funding supplemental action plan activities, attach the filled out Table 2 Self-Certification Eligibility Worksheet. If applying to develop or complete an Action Plan, do not include Table 2.

<sup>20</sup> <https://www.nhtsa.gov/research-data/fatality-analysis-reporting-system-fars>. To query the FARS data see <https://cdan.dot.gov/query>. To query the FARS data see <https://cdan.dot.gov/query>. For the Census data visit <https://www.census.gov/programs-surveys/decennial-census/about/rdo/summary-files.html>

<sup>21</sup> <https://datahub.transportation.gov/stories/s/tsyd-k6ij>

e) Map

The applicant must submit a map that shows the location of the jurisdiction and highlights the roadway network under the applicant's jurisdiction. The permissible formats include: map web link (e.g., Google, Bing, etc.), PDF, image file, vector file, or shapefile.

f) Budget

Applicants are required to provide a brief budget summary and a high-level overview of estimated activity costs, as organized by all major cost elements. The budget only includes costs associated with the eligible activity (A) developing a comprehensive safety action plan and may include supplemental action plan activities. Funding sources should be grouped into two categories: SS4A Funding Federal share, and non-Federal share funds. The costs or value of in-kind matches should also be provided. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award. DOT requires applicants use SF-424A to provide this information.

ii. Implementation Grant Application Submissions

Implementation Grant applications must submit the following Standard Forms (SFs):

- Application for Federal Assistance (SF-424)
- Budget Information for Construction Programs (SF-424C)
- Assurances for Construction Programs (SF-424D)
- Disclosure of Lobbying Activities (SF-LLL)

In addition to the SFs above, the applicant must provide: a) Key Information; b) Narrative; c) Self-Certification Eligibility Worksheet; and d) Budget. While it is not required to conform to the recommended template in the Key Information Table below, it is strongly encouraged to provide the information using the specific structure provided in this NOFO.

a) Key Information Table

Application Name		
Lead Applicant		
If Multijurisdictional, additional eligible entities jointly applying		
Roadway safety responsibility	Ownership and/or maintenance responsibilities over a roadway network	
	Safety responsibilities that affect roadways	
	Have an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction	
Population in Underserved Communities		
States(s) in which activities are located		
Costs by State		
Funds to Underserved Communities		



Cost total for eligible activity (A) supplemental action plan activities in support of an existing Action Plan	
Cost total for eligible activity (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan	
Cost total for eligible activity (C) carrying out projects and strategies identified in an Action Plan	
Action Plan or Established Plan Link	

Instructions for a)

- Provide a grant application name to accompany the grant application.
- The lead applicant is the primary jurisdiction, and the lead eligible entity applying for the grant.
- If the application is multijurisdictional, list additional eligible entities within the multijurisdictional group of entities. If a single applicant, leave blank.
- The roadway safety responsibility response should check one of the three answers to meet eligibility conditions.
- The population in Underserved Community Census Tracts should be a percentage number obtained by dividing the population living in Underserved Community Census tracts within the jurisdiction divided by the total population living in the jurisdiction.
- Identify State(s) in which the applicant is located in. If a federally recognized Tribal government, leave blank.
- The total amount of funds to underserved communities is the amount of spent in, and provide safety benefits to, locations in census tracts designated as underserved communities.
- For each State, allocate funding request amounts divided up by State based on where the funds are expected to be spent. If the applicant is located in only one State, put the full funding request amount only.
- Provide a weblink to the plan that serves as the Action Plan or established plan that is substantially similar. This may be attached as a supporting PDF document instead; if so please write “See Supporting Documents.”

b) Narrative

The Department recommends that the narrative follows the outline below to address the program requirements and assist evaluators in locating relevant information. The narrative may not exceed 10 pages in length, excluding cover pages and the table of contents. Key information, the Self-Certification Eligibility Worksheet, and Budget sections do not count towards the 10-page limit. Appendices may include documents supporting assertions or conclusions made in the 10-page narrative and also do not count towards the 10-page limit. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the narrative the relevance of each supporting document.

I. Overview	See D.2.ii.b.I
II. Location	See D.2.ii.b.II
III. Response to Selection Criteria	See D.2.ii.b.III and Section E.1.ii
IV. Project Readiness	See D.2.ii.b.IV

## I. Overview

This section should provide an introduction, describe the safety context, jurisdiction, and any high-level background information that would be useful to understand the rest of the application.

## II. Location

This section of the application should describe the jurisdiction’s location, the jurisdiction’s High-Injury Network or equivalent geospatial identification (geographic or locational data using maps) of higher risk locations, and potential locations and corridors of the projects and strategies. Note that the applicant is not required to provide exact locations for each project or strategy; rather, the application should identify which geographic locations are under consideration for projects and strategies to be implemented and what analysis will be used in a final determination.

## III. Response to Selection Criteria

This section should respond to the criteria for evaluation and selection in Section E.1.ii of this Notice and include compelling narrative to highlight how the application aligns with criteria #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; and #4 Climate Change and Sustainability, and Economic Competitiveness. Note, criterion #1 Safety Impact assesses “implementation cost” information, which will be described in SF-424C and the d) Budget of the narrative and does not need to be duplicated in this portion of the narrative.

The applicant must respond to each of the four criteria. Applicants are not required to follow a specific format, but the organization provided, which addresses each criterion separately, promotes a clear discussion that assists evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application. To the extent practical, DOT encourages applicants to use and reference existing content from their Action Plan/established plan(s) to demonstrate their comprehensive, evidence-based approach to improving safety.

## IV. Project Readiness

The applicant must provide information to demonstrate the applicant’s ability to substantially execute and complete the full scope of work in the application proposal within five years of when the grant is executed, with a particular focus on design and construction, as well as environmental, permitting, and approval processes. Applicants should indicate if they will be seeking permission to use roadway design standards that are different from those generally applied by the State in which the project is located. As part of this portion of the narrative, the applicant must include a detailed activity schedule that identifies all major project and strategy milestones. Examples of such milestones include: State and local planning approvals; start and completion of National Environmental Policy Act and other Federal environmental

reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications, and estimates; procurement; State and local approvals; public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts, and possible mitigation for those impacts. When a project results in impacts, it is expected an award recipient will take steps to engage the public. For additional guidance and resources, visit [www.transportation.gov/SS4A](http://www.transportation.gov/SS4A).

c) Self-Certification Eligibility Worksheet

Attach a completed Table 2: Self-Certification Eligibility Worksheet.

d) Budget

This section of the application should describe the budget for the SS4A proposal. Applicants are required to provide a brief budget summary and provide a high-level overview of estimated activity costs, as organized by all major cost elements. The budget should provide itemized estimates of the costs of the proposed projects and strategies at the individual component level. This includes capital costs for infrastructure safety improvements and costs associated with behavioral and operational safety projects and strategies. The section should also distinguish between the three eligible activity areas: (A) supplementing action plan activities in support of an existing Action Plan; (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and (C) carrying out projects and strategies identified in an Action Plan.

Funding sources should be grouped into two categories: SS4A funding Federal share, and non-Federal share funds. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. If non-Federal share funds or in-kind contributions are from entities who are not the applicant, include commitment letters or evidence of allocated cost share as a supporting document. DOT requires applicants use form SF-424C, and the applicant must also provide the information in Table 3 below.

**Table 3: Supplemental Estimated Budget**

<b>Subtotal Budget for (A) supplemental action plan activities;</b>	<b>\$0.00</b>
<b>Itemized Estimated Costs of the (A) supplemental action plan activities</b>	
<b>Item #1</b>	<b>\$0.00</b>
<b>Item #2</b>	<b>\$0.00</b>
<b>Subtotal Budget for (B) conducting planning, design, and development activities</b>	<b>\$0.00</b>
<b>Itemized Estimated Costs of the (B) planning, design, and development activities</b>	
<b>Item #1</b>	<b>\$0.00</b>
<b>Item #2</b>	<b>\$0.00</b>

<b>Item #3</b>	<b>\$0.00</b>
<b>Subtotal Budget for (C) carrying out projects and strategies</b>	<b>\$0.00</b>
<b>Itemized Estimated Costs of the (C) proposed projects and strategies</b>	
<b>Item #1</b>	<b>\$0.00</b>
<b>Item #2</b>	<b>\$0.00</b>
<b>Item #3</b>	<b>\$0.00</b>
<b>Item #4</b>	<b>\$0.00</b>
<b>Subtotal Funds to Underserved Communities</b>	<b>\$0.00</b>

### **3. Unique Entity Identifier and System for Award Management (SAM)**

Each applicant is required to: (i) be registered in SAM (<https://sam.gov/content/home>) before submitting its application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. DOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time DOT is ready to make an award, DOT may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

### **4. Submission Dates and Times**

Applications must be submitted by 5:00 PM EDT on Thursday, September 15, 2022.

### **5. Funding Restrictions**

Per BIL requirements, not more than 15 percent of the funds made available to carry out the SS4A program in FY22 may be awarded to eligible applicants in a single State.<sup>22</sup> In addition, 40 percent of the total FY22 funds made available must be for developing and updating a comprehensive safety action plan, or supplemental action plan activities.

### **6. Other Submission Requirements**

The format of the Section D.2 application submission should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of 1 inch on all sides, and include page numbers.

The complete application must be submitted via [grants.gov](https://grants.gov). In the event of system problems or the applicant experiences technical difficulties, contact [grants.gov](https://grants.gov) technical support via telephone at 1-800-518-4726 or email at [support@grants.gov](mailto:support@grants.gov).

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<sup>22</sup> Funding for Tribal lands will be treated as their own State and will not count toward a State's 15% limit.

## E. Application Review Information

### 1. Selection Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. The Department will review merit criteria for all applications. Each of the two grant types to be made available through the SS4A grant program, Action Plan Grant and Implementation Grant, will have its own set of application review and selection criteria.

#### i. Action Plan Grant Selection Criteria

For Action Plan Grants, the Department will use three evaluation criteria. The Department will evaluate quantitative data in two selection criteria areas: #1 Safety Impact; and #2 Equity. The Department will also assess the narrative for #3 Additional Safety Considerations. Costs will also be considered.

**Selection Criterion #1: Safety Impact.** The activities are in jurisdictions that will likely support a significant reduction or elimination of roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial operators, within the timeframe proposed by the applicant. The Department will assess safety impact using two quantitative ratings:

- The count of roadway fatalities from 2016 to 2020 based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information.<sup>23</sup>
- The fatality rate, which is calculating using the average from the total count of fatalities from 2016 to 2020 (based on FARS data or an alternative traffic crash dataset) divided by the 2020 population of the applicant's jurisdiction based on 2020 U.S. Census population data.

**Selection Criterion #2: Equity.** The activities will ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries, including rural communities. The Department will assess the equity criterion using one quantitative rating:

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.<sup>24</sup> Population of a Census tract, either a tract that is Underserved Community or not, must be based on 2020 U.S. Census population data.

**Selection Criterion #3: Additional Safety Considerations.** The Department will assess whether the applicant has considered any of the following in the development of the Action Plan:

- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Engage with a variety of public and private stakeholders (e.g., inclusive community engagement, community benefit agreements, etc.);
- Seek to adopt innovative technologies or strategies to promote safety and equity; and
- Include evidence-based projects or strategies.

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<sup>23</sup> <https://cdan.dot.gov/query>

<sup>24</sup> <https://usdot.maps.arcgis.com/apps/dashboards/d6f90dfcc8b44525b04c7ce748a3674a>



The applicant must address these considerations in narrative form.

### **Additional Consideration: Budget Costs**

The Department will assess the extent to which the budget and costs to perform the activities required to execute the Action Plan Grant are reasonable based on 2 CFR § 200.404.

#### ii. Implementation Grant Selection Criteria

Implementation Grants have four merit criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; and #4 Climate Change and Economic Competitiveness. Two additional considerations will also be used in the selection process: Project Readiness, and Funds to Underserved Communities. The response to each criterion, to the extent practicable, should be aligned with the applicant's Action Plan. Below describes the specific content the applicant should respond to for each of these criteria.

**Selection Criterion #1: Safety Impact.** DOT will assess whether the proposal is likely to: significantly reduce or eliminate roadway fatalities and serious injuries; employ low-cost, high-impact strategies over a wide geographic area; and include evidence-based projects and strategies. Safety impact is the most important criterion and will be weighed more heavily in the review and selection process. The Department will assess the applicant's description of the safety problem, safety impact assessment, and costs as part of the Safety Impact criterion:

- Description of the safety problem. DOT will assess the extent to which:
  - The safety problem is described, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user.
  - Crashes and/or crash risk are displayed in a High-Injury Network, hot spot analysis, or similar geospatial risk visualization.
  - Safety risk is summarized from risk models, hazard analysis, the identification of high-risk roadway features, road safety audits/assessments, and/or other proactive safety analyses.
- Safety impact assessment. DOT will assess the extent to which projects and strategies:
  - Align with and address the identified safety problems.
  - Are supported by evidence to significantly reduce or eliminate roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial vehicle operators.
  - Use low-cost, high-impact strategies and projects that can improve safety over a wider geographical area.
  - Measure safety impact through models, studies, reports, proven noteworthy practices, Crash Modification Factors (CMF), and other information on project and strategy effectiveness.
  - Include a multi-disciplinary, systemic approach that relies on redundancies to reduce safety risks.
  - Will have safety benefits that persist over time.

- **Implementation Costs.** DOT will assess the extent to which projects and strategies are itemized and summarized, including capital costs for infrastructure, behavioral, and operational safety improvements.

**Selection Criterion #2: Equity, Engagement, and Collaboration.** This criterion supports the legislative requirements to assess the extent to which the application ensures the equitable investment in the safety needs of underserved communities, and demonstrates engagement with a variety of public and private stakeholders. The response to this criterion should focus on equity, engagement, and collaboration in relation to the implementation of the projects and strategies. DOT will assess the extent to which projects and strategies:

- Ensure equitable investment in underserved communities in preventing roadway fatalities and serious injuries, including rural communities.
- Are designed to decrease existing disparities identified through equity analysis.
- Consider key population groups (e.g., people in underserved communities, children, seniors, Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, other persons of color, persons with disabilities, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality) to ensure the impact to these groups is understood and addressed.
- Include equity analysis, both quantitative and qualitative, and stakeholder engagement in underserved communities as part of the development and implementation process.
- Include meaningful engagement with the public, including public involvement for underserved communities, community benefit agreements, and relevant stakeholders such as private sector and community groups, as part of implementation.
- Leverage partnerships within their jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, and/or other relevant stakeholders to achieve safety benefits while preventing unintended consequences for persons living in the jurisdiction.
- Inform representatives from areas impacted on implementation progress and meaningfully engage over time to evaluate the impact of projects and strategies on persons living in the jurisdiction.
- Align with the equity analysis performed as part of the development of an existing Action Plan.

**Selection Criterion #3: Effective Practices and Strategies.** DOT will assess the extent to which the application employs low-cost, high-impact strategies that can improve safety over a wide geographical area, includes evidence-based projects or strategies that improve safety, and seeks to adopt innovative technologies or strategies to promote safety and equity. The response to this criterion needs to address, at a minimum, one of the four effective practices and strategies from the list below, which includes: create a safer community; Safe System Approach; Complete Streets; and innovative practices and technologies. If the applicant responds to more than one of the four options, the option that is rated highest in the review process will be used for the rating of this criterion.

- **Create a safer community.** DOT will assess the extent to which the projects and strategies:
  - Establish basic, evidence-based roadway safety infrastructure features, including but not limited to sidewalks and separated bicycle lanes.

- Improve safety for all road users along a roadway network using proposed Public-Rights-of-Way Accessibility Guidelines (PROWAG).<sup>25</sup>
  - Use evidence-based, proven, and effective safety countermeasures to significantly improve existing roadways.<sup>26</sup>
  - Use evidence-based Countermeasures that Work with four or five stars to address persistent behavioral safety issues and consider equity in their implementation.<sup>27</sup>
  - Apply systemic safety practices that involve widely implemented improvements based on high-risk roadway features correlated with particular severe crash types.
- Safe System Approach. DOT will assess the extent to which the projects and strategies:
    - Encompass at least two of the five safety elements in the National Roadway Safety Strategy (Safer People, Safer Roads, Safer Speeds, Safer Vehicles, and Post-Crash Care). This may include a mix of infrastructure, behavioral, and operational safety projects and strategies.
    - Create a transportation system that accounts for and mitigates human mistakes.
    - Incorporate data-driven design features that are human-centric, limit kinetic energy, and are selected based on the physical limits of people's crash tolerances before injury or death occurs.
    - Support actions and activities identified in the Department's National Roadway Safety Strategy that are evidence-based.
- Complete Streets. DOT will assess the extent to which the projects and strategies:
    - Account for the safety of all road users in their implementation through evidence-based activities.
    - Are supported by an existing Complete Streets Policy that prioritizes safety in standard agency procedures and guidance or other roadway safety policies that have eliminated barriers to prioritizing the safety of all users, or includes supplemental planning activities to achieve this. Consider the management of the right of way using a data-driven approach (e.g., delivery access, features that promote biking and micromobility, electric vehicle charging infrastructure, etc.).
    - Improve accessibility and multimodal networks for people outside of a motor vehicle, including people who are walking, biking, rolling, public transit users, and have disabilities.
    - Incorporate the proposed PROWAG, and any actions in an established the American with Disabilities Act Transition Plan to correct barriers to individuals with disabilities.
- Innovative practices and technologies. DOT will assess the extent to which the projects and strategies:
    - Incorporate practices that promote efficiency within the planning and road management lifecycle (e.g., dig once, etc.).
    - Integrate additional data beyond roadway and crash information to inform implementation and location, such as data on the built environment.

<sup>25</sup> <https://www.access-board.gov/prowag/>

<sup>26</sup> <https://safety.fhwa.dot.gov/provencountermeasures/>

<sup>27</sup> [https://www.nhtsa.gov/sites/nhtsa.gov/files/2021-09/Countermeasures-10th\\_080621\\_v5\\_tag.pdf](https://www.nhtsa.gov/sites/nhtsa.gov/files/2021-09/Countermeasures-10th_080621_v5_tag.pdf)

- Foster applied, data-driven research and experimentation to inform project and strategy effectiveness, including but not limited to participation in a sanctioned Manual on Uniform Traffic Control Devices experimentation, research to inform Proven Safety Countermeasures or Countermeasures that Work, and/or research that measures the effectiveness of multidisciplinary activities.
- Adopt innovative technologies or practices to promote safety and equity. These could include infrastructure, behavioral, operational, or vehicular safety-focused approaches.

**Selection Criterion #4: Climate Change and Sustainability, and Economic Competitiveness.** This program's focus on equity and safety are also advanced by considerations of how applications address climate and sustainability considerations, as well as whether applications support economic competitiveness. DOT will assess the extent to which the projects and strategies use safety strategies to support the Departmental strategic goals of climate change and sustainability, and economic strength and global competitiveness, and the extent to which the proposal is expected to:

- Reduce motor vehicle-related pollution such as air pollution and greenhouse gas emissions.
- Increase safety of lower-carbon travel modes such as transit and active transportation.
- Incorporate lower-carbon pavement and construction materials.
- Support fiscally responsible land use and transportation efficient design that reduces greenhouse gas emissions.
- Includes storm water management practices and incorporates other climate resilience measures or feature, including but not limited to nature-based solutions that improve built and/or natural environment while enhancing resilience.
- Lead to increased economic or business activity due to enhanced safety features for all road users.
- Increase mobility and expand connectivity for all road users to jobs and business opportunities, including people in underserved communities.
- Improve multimodal transportation systems that incorporate affordable transportation options such as public transit and micromobility.
- Demonstrate a plan or credible planning activities and project delivery actions to advance quality jobs, workforce programs, including partnerships with labor unions, training providers, education institutions, and hiring policies that promote workforce inclusion.
- Result in high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union, incorporate strong labor standards (e.g., wages and benefits at or above prevailing; use of project labor agreements, registered apprenticeship programs, pre-apprenticeships tied to registered apprenticeships, etc.), and/or provide workforce opportunities for historically underrepresented groups (e.g., workforce development program, etc.).

#### **Additional Consideration: Project Readiness**

Applications rated as “Highly Recommended” or “Recommended” based on the selection Criteria 1 through 4 will be reviewed for Project Readiness, which will be a consideration for application selection. Project Readiness focuses on the extent to which the applicant will be able to substantially execute and complete the full scope of work in the Implementation Grant application within five (5) years of when the grant is executed. This includes information related to required design and construction standards, as well

as environmental, permitting, and approval processes. DOT will evaluate the extent to which the application:

- Documents all applicable local, State, and Federal requirements.
- Includes information on activity schedule, required permits and approvals, the National Environmental Policy Act (NEPA) class of action and status, State Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) status, public involvement, right-of-way acquisition plans, procurement schedules, multi-party agreements, utility relocation plans and risk and mitigation strategies, as appropriate.
- Is reasonably expected to begin any construction-related projects in a timely manner consistent with all applicable local, State, and Federal requirements.

#### **Additional Consideration: Funds to Underserved Communities.**

The percentage of Implementation Grant funds that will be spent in, and provide safety benefits to, locations in census tracts designated as underserved communities as defined by this NOFO will be considered as part of application selection.<sup>28</sup> DOT will use this information in support of the legislative requirement to ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries. Higher percentages of funding to underserved communities will be generally viewed favorably by DOT, and the Department encourages applicants to leverage project and strategy activities to the extent practical and in alignment with the safety problems identified in an Action Plan.

## **2. Review and Selection Process**

This section addresses the BIL requirement to describe the methodology for evaluation in the NOFO, including how applications will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to assign an overall rating. The SS4A grant program review and selection process consists of eligibility reviews, merit criteria review, and Senior Review. The Secretary makes the final selections.

### **i. Action Plan Grant Review and Selection Process**

The process for the application plan review is described below:

- Teams of Department and contractor support staff review all applications to determine eligibility based on the eligibility information in Section C.
- Eligible Action Plan applications received by the deadline will be reviewed for their merit based on the selection criteria in Section E.1.i.
- Applications are scored numerically based on Merit Criteria #1 Safety Impact and #2 Equity Criteria.

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<sup>28</sup> An underserved community as defined for this NOFO is consistent with the Office of Management and Budget's Interim Guidance for the Justice40 Initiative and the Historically Disadvantaged Community designation, which includes: U.S. Census tracts identified in this table <https://datahub.transportation.gov/stories/s/tsyd-k6ij>; any Tribal land; or any territory or possession of the United States.



- The #3 Additional Safety Considerations criterion narrative will be reviewed and assessed as either “qualified,” meaning the application addresses the criterion at least in part, or “not qualified,” meaning the application does not address the criterion. Applications that do not address the #3 Additional Safety Considerations and are deemed “not qualified” will not be considered.
- Action Plan Grant applications to develop or complete a new Action Plan will be noted and prioritized for funding.
- In order to ensure that final selections will meet the statutory requirement that no more than 15 percent of program funds may be awarded to eligible applicants in one State, applications will have their State location denoted. Tribal awards are not counted towards this 15 percent maximum.
- The Teams will examine the locations of the applicants to identify if multiple applicants requested funding for the same jurisdiction. DOT reserves the right to request applicants with duplicative funding requests consolidate their efforts as one multijurisdictional group prior to receiving an award, and may decline to fund duplicative applications irrespective of their individual merits.

ii. Implementation Grant Review and Selection Process

a) Overall Selection Process and Ratings

Teams of Department and contractor support staff review all applications to determine whether they are eligible applicants based on the eligibility information in Section C. All eligible Implementation Grant applications received by the deadline will be reviewed and receive ratings for each of these criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Climate Change and Sustainability, and Economic Competitiveness. Based on the criteria ratings, an overall application rating of “Highly Recommended,” “Recommended,” “Acceptable,” or “Not Recommended” will be assigned. Criterion #1, Safety Impact, will be weighted most heavily.

Overall “Highly Recommended” Application Rating Scenarios

<b>Selection Criteria</b>	<b>Scenario (a) Criteria Rating</b>	<b>Scenario (b) Criteria Rating</b>
#1 Safety Impact	High	Medium
#2 Equity, Engagement, and Collaboration	Medium or High	High
#3 Effective Practices and Strategies	Medium or High	High
#4 Climate Change Sustainability, and Economic Competitiveness	Low, Medium, or High	High
Overall Rating	Highly Recommended	Highly Recommended

#### Overall “Recommended” Rating Scenarios

Selection Criteria	Scenario (c) Criteria Rating	Scenario (d) Criteria Rating
#1 Safety Impact	High	Medium
#2 Equity, Engagement, and Collaboration	At least one Low	One Medium and One High or Two Medium
#3 Effective Practices and Strategies		
#4 Climate Change and Sustainability, and Economic Competitiveness	Low, Medium, or High	Low, Medium, or High
Overall Rating	Recommended	Recommended

#### Overall “Acceptable” and “Not Recommended” Rating Scenarios

Selection Criteria	Scenario (e) Criteria Rating	Scenario (f) Criteria Rating
#1 Safety Impact	Low	Any are determined Non-Responsive
#2 Equity, Engagement, and Collaboration	Low, Medium, or High	
#3 Effective Practices and Strategies		
#4 Climate Change and Sustainability, and Economic Competitiveness	Low, Medium, or High	
Overall Rating	Acceptable	Not Recommended

#### b) Safety Impact Criterion Rating Methodology

For the #1 Safety Impact criterion, the Department will assess three subcomponents to determine a result in an overall rating of “high,” “medium,” and “low,” or “non-responsive.” The three subcomponents are: the description of the safety problem; the safety impact assessment; and the implementation costs.

The description of the safety problem sub-rating will use the guidelines below:

	High	Medium	Low	Non-responsive
Rating Scale	The narrative and supporting information demonstrate the proposal is addressing a substantial safety problem. The narrative is well-articulated and is strongly supported by data and analysis.	The narrative and supporting information demonstrate the proposal is addressing an existing safety problem. Narrative articulates the description, is generally supporting by data and analysis.	The narrative and supporting information demonstrate the proposal is addressing a safety problem more minor in scope. The narrative is not well-articulated, and the supporting data and analysis are limited.	The narrative and supporting information do not address a safety problem.

The safety impact assessment sub-rating will use the guidelines below:

	High	Medium	Low	Non-responsive
Rating Scale	The projects and strategies have strong potential to address the safety problem. The projects and strategies proposed are highly effective, based on evidence, use a systemic approach, and have benefits that persist over time.	The projects and strategies address the safety problem. Most of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, and have benefits that persist over time.	The projects and strategies address the safety problem to a limited degree. Some or none of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, or have benefits that persist over time.	The projects and strategies do not address the safety problem.

The implementation costs sub-rating will use the guidelines below:

	High	Medium	Low	Non-responsive
Rating Scale	The costs for the implementation of the projects and strategies are clearly articulated and summarized. Future costs are well-described. The quantity and quality of the projects and strategies in relation to the cost amounts strongly indicate the costs are reasonable.	The costs for the implementation of the projects and strategies are summarized. Future costs are described. The quantity and quality of the projects and strategies in relation to the cost amounts seem to indicate the costs are reasonable.	The costs for the implementation of the projects and strategies are not well-articulated or missing key details. Future costs are minimally or not described. Based on the limited quantity and/or quality of the projects and strategies in relation to the cost amounts, the cost reasonableness is uncertain.	Cost information is not provided.

The three sub-ratings for the #1 Safety Criterion (the description of the safety problem; the safety impact assessment; and the implementation costs) will be combined and scored using the following rating system to determine if the overall rating for the Safety Criterion is “High,” “Medium,” “Low,” or “Non-Responsive.”

Safety Criterion Sub-Rating Scores	Overall Safety Criterion Rating
At least two “high”, no “low”, no “non-responsive”	High
No “low”, no “non-responsive,” or does not meet the High criterion	Medium
No “high”, at least one “low”, no “non-responsive,” or does not meet the Medium criterion	Low
Any “non-responsive”	Non-Responsive

c) Other Criteria Rating Methodology

For the merit criteria #2 Equity, Engagement, and Collaboration, #3 Effective Practices and Strategies, and #4 Climate Change and Economic Competitiveness, the Department will consider whether the application narrative is clear, direct, responsive to the selection criterion focus areas, and logical, which will result in a rating of “high,” “medium,” “low,” or “non-responsive.”

	High	Medium	Low	Non-Responsive
Rating Scale	The application is substantively responsive to the criteria, with clear, direct, and logical narrative.	The application is moderately responsive to the criteria, with mostly clear, direct, and logical narrative.	The application is minimally responsive to the criteria and is somewhat addressed in the narrative.	The narrative indicates the proposal is counter to the criteria, or does not contain sufficient information

“Highly Recommended” and “Recommended” applications will receive a Project Readiness evaluation, as described below. The reviewers will use the application materials outlined in Section D to assess the applicant’s Project Readiness and will provide a rating of either “Very Likely,” “Likely,” or “Unlikely.”

	Very Likely	Likely	Unlikely
Rating Scale	Based on the information provided in the application and the proposed scope of the projects and strategies, it is very likely the applicant can complete all projects and strategies within a five-year time horizon.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is probable the applicant can complete all projects and strategies within a five-year time horizon.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is uncertain whether the applicant can complete all projects and strategies within a five-year time horizon.

iii. Senior Review Team Phase

a) Action Plan Grant Senior Review Team Phase

For the Action Plan Grants, the Secretary will set thresholds for each of the three quantitative criteria ratings based on their distribution, the number of applicants, and the availability of funds. Eligible applicants who meet or exceed the threshold in any of the three criteria will be offered Action Plan Grant award funding. A composite rating of the three criteria will not be made, and each criterion will be considered separately. Based on the overall application pool, available funding, and legislative requirements, the Secretary reserves the discretion to set the threshold(s) most advantageous to the U.S. Government’s interest. The Secretary will consult with a Senior Review Team (SRT) to make the threshold determinations. Additionally, the Secretary may choose to prioritize Action Plan Grants that are developing or completing an Action Plan over Action Plan Grant applications focused on supplemental action plan activities because an Action Plan is a prerequisite to applying for Implementation Grants in future NOFOs.

### b) Implementation Grant Senior Review Team Phase

Once every Implementation Grant application has been assigned an overall rating based on the methodology above, all “Highly Recommended” applications will be included in a list of Applications for Consideration. The SRT will review whether the list of “Highly Recommended” applications is sufficient to ensure that no more than 15 percent of the FY 2022 funds made available are awarded to eligible applicants in a single State. “Recommended” applications may be added to the proposed list of Applications for Consideration until a sufficient number of applications are on the list to ensure that all the legislative requirements can be met and funding would be fully awarded. “Recommended” applications with a “High” Safety Impact Criterion rating will be prioritized and considered first. If that produces an insufficient list, “Recommended” applications with a “Medium” Safety Impact Criterion rating and a “High” rating for the Equity, Engagement, and Collaboration Criterion will also be considered. The SRT will also review all “Highly Recommended” applications that received an “Unlikely” project readiness rating, and either remove those applicants from the Applications for Consideration, OR recommend a reduced scope to minimize the risk the applicant will not complete the scope of work within five years of the grant agreement execution.

Additionally, to ensure the funding awards align to the extent practicable to the program goal of equitable investment in the safety needs of underserved communities, the SRT may review “Recommended” applications and set a threshold based on the percentage of funds that will be spent in, and provide safety benefits to, locations within underserved communities. Any “Recommended” applications at or above that threshold will be included in the proposed list of Applications for Consideration.

For each grant type, the SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards, and the Secretary makes final selections. The Secretary’s selections identify the applications that best address program requirements and are most worthy of funding.

### **3. Additional Information**

Prior to entering into a grant agreement, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to providing assistance to help award recipients through the process of securing a grant agreement and delivering both Action Plan activities and Implementation Grant projects and strategies. Award recipients are encouraged to identify any needs for assistance in delivering the Implementation Grant projects and strategies so that DOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.



## **F. Federal Award Administration Information**

### **1. Federal Award Notices**

Following the evaluation outlined in Section E, the Secretary will announce awarded applications by posting a list of selected recipients at [www.transportation.gov/SS4A](http://www.transportation.gov/SS4A). The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, the Department will contact the point of contact listed in the SF-424 to initiate negotiation of a grant agreement.

### **2. Administrative and National Policy Requirements**

#### **i. Equity and Barriers to Opportunity**

Each applicant selected for SS4A grant funding must demonstrate effort to improve equity and reduce barriers to opportunity as described in Section A. Award recipients that have not sufficiently addressed equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).<sup>29</sup>

#### **ii. Labor and Workforce**

Each applicant selected for SS4A grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards as described in Section A. To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

As expressed in section A, equal employment opportunity is an important priority. The Department wants to ensure that sponsors have the support they need to meet requirements under EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended). All Federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color.<sup>30</sup> Projects over \$35 million shall meet the requirements in Executive Order 14063, Use of Project Labor Agreements for Federal Construction Projects (87 FR 7363).

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. Through the program, OFCCP offers contractors and subcontractors extensive compliance assistance, conducts compliance evaluations, and helps to build partnerships between the project sponsor, prime contractor, subcontractors, and relevant stakeholders. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of federally assisted projects over which OFCCP has jurisdiction and that have a project cost above

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<sup>29</sup> An illustrative example of how these requirements are applied to recipients can be found here:

<https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions>

<sup>30</sup> <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf>

\$35 million. DOT will require project sponsors with costs above \$35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award. Under that partnership, OFCCP will ask these project sponsors to make clear to prime contractors in the pre-bid phase that project sponsor's award terms will require their participation in the Mega Construction Project Program. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under "Scheduling" on the Department of Labor website: <https://www.dol.gov/agencies/ofccp/faqs/construction-compliance>.

iii. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats. Each applicant selected for SS4A grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds for construction, consistent with Presidential Policy Directive 21, Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Additionally, funding recipients must be in compliance with 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

Award recipients shall also consider whether projects in floodplains are upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input (80 FR 6425).

iv. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with NEPA under 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality's NEPA implementing regulations at 40 CFR §§ 1500-1508, where applicable.

v. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR § 200, Subpart F, as adopted by the Department at 2 CFR § 1201. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration (e.g., the Federal Highway Administration, etc.) administering the activities will apply to the activities that receive SS4A grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department's other highway and transit grant programs. DOT anticipates grant recipients to have varying levels of experience administering Federal funding agreements and complying with Federal requirements, and DOT will take a risk-based approach to SS4A program grant agreement administration to ensure compliance with all applicable laws and regulations.

The Department will also provide additional technical assistance and support resources to first-time DOT funding recipients and those who request additional support, as appropriate. With respect to highway projects, except as otherwise noted in this NOFO, please note that these grants are not required

to be administered under Title 23 of the U.S.C., which establishes requirements that are generally applicable to funding that is provided by formula to State departments of transportation<sup>31</sup>. Therefore, the administration and implementation of SS4A grants should be more streamlined for the entities that are eligible for SS4A awards.

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects are subject to the Build America, Buy America Act (Pub. L. No 117–58, div. G §§ 70901–70927) as clarified in OMB Memorandum M-22-11.<sup>32</sup> The Department expects all recipients to be able to complete their projects without needing a waiver. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Projects under this notice will be subject to the domestic preference requirements at § 70914 of the Build America, Buy America Act, as implemented by OMB, and any awards will contain the award terms specific in M-22-11.

SS4A award recipients should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements. Additionally, to the extent practicable, Implementation Grants must adhere to the proposed Public Rights-of-Way Accessibility Guidelines.<sup>33</sup> The Department's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

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<sup>31</sup> Please note that some title 23 requirements apply regardless of funding source. In particular, projects involving routes on the National Highway System must meet the applicable design standards at 23 CFR part 625.

<sup>32</sup> Pub. L. No. 117-58, division. G, Title IX, Subtitle A, 135 Stat. 429, 1298 (2021). For additional information on § 70914, see OMB-22-11. <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>

<sup>33</sup> <https://www.access-board.gov/prowag/>

### 3. Reporting

#### i. Progress Reporting on Grant Activity

Reporting responsibilities include quarterly program performance reports using the Performance Progress Report (SF-PPR) and quarterly financial status using the SF-425 (also known as the Federal Financial Report or SF-FFR).<sup>34</sup>

#### ii. Post Award Reporting Requirements/Reporting of Matters Related to Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No. 110–417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. Additionally, if applicable funding recipients must be in compliance with the audit requirements in 2 CFR § 200, Subpart F.

#### iii. Program Evaluation

As a condition of grant award, SS4A grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR §200).

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<sup>34</sup> <https://www.grants.gov/forms/post-award-reporting-forms.html>

## **G. Federal Awarding Agency Contacts**

For further information concerning this notice, please contact the Office of the Secretary via email at [SS4A@dot.gov](mailto:SS4A@dot.gov). In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on the Department's website at [www.transportation.gov/SS4A](http://www.transportation.gov/SS4A). To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact the Department directly, rather than through intermediaries or third parties, with questions. Department staff may also conduct briefings on the SS4A grant selection and award process upon request.

## **H. Other Information**

### **1. Publication of Application Information**

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations. The Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.

### **2. Department Feedback on Applications**

The Department will not review applications in advance, but Department staff are available for technical questions and assistance. The deadline to submit technical questions is August 15, 2022. The Department strives to provide as much information as possible to assist applicants with the application process. Unsuccessful applicants may request a debrief up to 90 days after the selected funding recipients are publicly announced on [transportation.gov/SS4A](http://transportation.gov/SS4A). Program staff will address questions to [SS4A@dot.gov](mailto:SS4A@dot.gov) throughout the application period.

### **3. Rural Applicants**

User-friendly information and resources regarding DOT's discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at [www.transportation.gov/rural](http://www.transportation.gov/rural).





Melissa Fairbairn <mfairbairn@bhamgov.org>

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## Fwd: \$\$ for Woodward?

Tom Markus <tmarkus@bhamgov.org>

Wed, May 18, 2022 at 2:04 PM

To: Jana Ecker <Jecker@bhamgov.org>, Melissa Fairbairn <mfairbairn@bhamgov.org>, Jim Surhigh <cityengineer@bhamgov.org>, Mark Gerber <Mgerber@bhamgov.org>, Mark Clemence <Mclemence@bhamgov.org>, "Grewe, Scott" <Sgrewe@bhamgov.org>, Scott Zielinski <szielinski@bhamgov.org>

Please review this grant program to determine if we can work with MDOT to apply for funds to improve the safety of Woodward.

[Quoted text hidden]



**Safe Streets for All.pdf**  
544K



Melissa Fairbairn &lt;mfairbairn@bhamgov.org&gt;

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## Fwd: \$\$ for Woodward?

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**Melissa Fairbairn** <mfairbairn@bhamgov.org>

Wed, May 18, 2022 at 1:51 PM

To: Tom Markus &lt;tmarkus@bhamgov.org&gt;

**Program Website:** <https://www.transportation.gov/SS4A>

"The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators." Political subdivisions or multijurisdictional groups may apply for Action Plan grants or Implementation Plan grants.

**Action Plan Grant amount:** \$200k-\$1m for political subdivisions or a maximum of \$5m for multijurisdictional groups**Implementation Plan Grant amount:** \$5m-\$30m for political subdivisions or a maximum of \$50m for multijurisdictional groups**Applications due:** September 15, 2022

Complete application information is attached.

**Melissa Fairbairn**

Assistant to the City Manager

City of Birmingham

151 Martin Street

Birmingham, MI 48009

Direct Line: 248.530.1807

[mfairbairn@bhamgov.org](mailto:mfairbairn@bhamgov.org)**\*Important Note to Residents\***

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

[Quoted text hidden]

**Safe Streets for All.pdf**

544K

**CHARTER TOWNSHIP OF BLOOMFIELD**  
**NOTICE OF PUBLIC HEARING**  
**ZONING BOARD OF APPEALS**

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing at the Bloomfield Township Hall, 4200 Telegraph Road, on **TUESDAY, May 10, 2022 at 7:00 P.M.** to consider the following appeal:

Seeking approval for a proposed home encroaching 15 ft. into the 40 ft. Quarton Road secondary front yard setback, Section 25 Bloomfield Manor Sub Lot 10. The Code of the Charter Township of Bloomfield, Section 42-3.1, requires a minimum forty (40) ft. front yard setback in a single-family residential zone district.

**(B. Bolyard, 1595 Oxford Rd., 19-25-201-004)**

Described as: Section 25 Bloomfield Manor Sub Lot 10

Sidwell No: 19-25-201-004

*Patricia Voelker, Director*  
*Planning, Building and Ordinance*

Complete copies of the appeals can be viewed at the Township Hall during regular business hours in the Planning, Building, and Ordinance Department, from 7:00 a.m. to 5:30 p.m., Monday through Thursday. Comments may be provided at the public hearing or by writing to: Bloomfield Township Planning, Building, and Ordinance Department, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729 or via email to **[zba-publiccomment@bloomfieldtwp.org](mailto:zba-publiccomment@bloomfieldtwp.org)**

**To view the meeting live**, go to Comcast Channel 15 or AT&T Channel 99 or via the internet: **Bloomfield Twp., MI – Public Meetings**



To view the Zoning Board of Appeals packet posted on Documents on Demand by the end of business **Thursday, May 5<sup>th</sup>** you can use the QR code to the right.



NOTE: The Charter Township of Bloomfield will provide necessary, reasonable auxiliary aids and services at all meetings to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Bloomfield Township Planning Division by writing or calling the following: Planning Division, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729.

Dated: April 25, 2022

**INFORMATION ONLY**

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## Fwd: 2040 Master Plan Comments

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Jana Ecker <Jecker@bhamgov.org>

Wed, May 4, 2022 at 9:44 AM

To: Alex Bingham <abingham@bhamgov.org>

Cc: Tom Markus <tmarkus@bhamgov.org>, Nicholas Dupuis <ndupuis@bhamgov.org>

FYI

----- Forwarded message -----

From: **Kevin Kozlowski** <kevin.kozlowski@gmail.com>

Date: Wed, May 4, 2022 at 9:30 AM

Subject: 2040 Master Plan Comments

To: <jecker@bhamgov.org>, <ndupuis@bhamgov.org>

May 4, 2022

To the City Commission and Planning Board,

I am writing to express my disappointment with the direction the Birmingham 2040 Master Plan has taken. I was generally excited about the first draft of the plan and find the current direction, or lack thereof, depressing. This plan is an opportunity to dedicate the city to embodying its motto of walkability. There are still elements of the current draft which do this, but most of the city will see no improvements to walkability at all. Also, I am very concerned about the volume of municipal parking the current draft proposes to be constructed. I think this will hurt our walkability and be a potential financial disaster.

There are citizens of Birmingham who would enjoy a more walkable, urban lifestyle. My wife and I recently moved to Birmingham because of its walkability. While the Master Plan has some exciting new walkable developments, they are largely restricted to areas immediately adjacent to downtown, which is already the densest part of the city. As we all know, walkability goes hand-in-hand with density. It seems that many of my fellow residents are against increasing density and introducing commercial properties near residential ones. The concerns they have are valid, but are not really about density or mixed-use zoning. They are rather about more fundamental issues of noise, traffic, and property values. I believe it is possible to have the benefits of a denser urban fabric without suffering from these problems.

First, I would note that noise and traffic are closely related. I live very close to both Woodward and the Poppleton Place apartments. The noise from Woodward is a chronic frustration, while I haven't had a single issue with noise from the apartment building. In general, buildings and people aren't loud - cars are. This can be mitigated primarily by reducing speeds, which I'm pleased to see is part of the current draft of the Master Plan. As far as traffic itself is concerned, I would first say that slowing speeds would make the traffic less of a nuisance to residents and less of a safety hazard as well. Eliminating parking requirements, also discussed in the plan, would likely also discourage driving. The best way, however, to deal with traffic is to make car travel less necessary. The more trips which can be made on foot or bicycle, the fewer cars will be on the road. Adding more commercial properties close to neighborhoods and improving pedestrian and cycling infrastructure will allow residents to leave their cars at home. Reducing parking will help encourage walking and cycling.

Regarding the fear that increasing density will decrease property values, I think this is a complete canard. Anyone can go on Zillow and compare the prices of two similar homes, one close to downtown and one east of Woodward or even Adams, and immediately see that properties are more valuable when they are part of a more dense fabric. In general, people want to be where the action is - close to restaurants, theaters, libraries, parks, and shopping. Also, if a lot is upzoned or rezoned to mixed-use, its value will immediately increase simply because more options are available to the owner. For all of these reasons, I request that the future land use changes on Madison Street off of Woodward be restored to the way they were in the first draft. I live in the first house on Madison off of Woodward and would love to see some new development here that further increases our density and walkability.

I would also request that the plan remove all its calls for construction of additional municipal parking. Parking is antithetical to walkability. It reduces walkability first by encouraging driving. Every car is a nuisance to pedestrians, creating noise, air pollution, and physical threat. The more parking there is, the more cars will come, and the worse the experience of every pedestrian (and cyclist) will be. Parking reduces walkability secondly by simply taking up space. Every square foot of real estate dedicated to parking is effectively dead space to pedestrians. They are areas which could have been something useful to a human, but are instead dedicated to temporary car storage. For these reasons I was

**INFORMATION ONLY**

particularly dismayed to see that under “Encourage Housing in Mixed-use Districts”, the Master Plan Actions have almost nothing to do with housing at all. They are all about parking, and 4 of 7 are explicitly about adding more parking. The rest are about unbundling parking. The fact that the city is to be responsible for increasing the parking supply is particularly frustrating to me as a walker and taxpayer. The simultaneous unbundling of parking strikes me as self-defeating. As I understand it, the purpose of unbundled parking is that it creates an incentive for people to own fewer vehicles, thereby requiring less parking. Why would the city invest millions in parking garages if our goal is to discourage car ownership? If our goal is less driving and more walking, we should keep the unbundled parking, but rely on private developers to supply the parking. Let the market determine the proper quantity and price. Private garages have the added benefit of paying property taxes. If we have an acute capacity issue in the existing public garages, a price increase would free up some spots.

A final reason to not add this new parking is that it is risky. We may be on the cusp of a transportation revolution with respect to autonomous vehicles and ride-sharing. It is possible that by 2040 many people in Birmingham will not even bother to own personal vehicles. Remote work and online shopping will also accelerate this trend. My wife and I both work remotely and only own one car between the two of us. Most days it sits unused in our garage. It seems likely to me that families like mine will make up an increasing share of Birmingham residents as time goes on. The Master Plan dismisses autonomous vehicles as too distant a technology to worry about, but I disagree. If we begin work on these garages 5 years from now and fund them with 30-year bonds, we need parking to be valuable for 35 years. I don't even have faith in the value of parking for the next 18 years, and I think most of us would agree that we have no idea what the world will look like in 2050. It would be disastrous for the future of this city if we were to build tens of millions of dollars of parking only to watch demand for parking fizzle out, leaving us with empty, useless structures and a massive pile of debt. Once again, if we let the private sector build the parking, the risk is on their books, and if the need for parking evaporates, it's not our problem.

Focusing on increasing walkability and density will not only bring Birmingham closer to embodying its motto, but will have a number of other benefits as well. Land values will increase as more lots gain walkable access to amenities. More valuable properties will generate more tax revenue per lot, leading to better city services and lower per-capita taxes. More housing options will mean downsizing opportunities for seniors, and a reversal of Birmingham's decreasing population - which is particularly important with respect to BPS student enrollment and funding. I would like to see the plan do more to move the city in this direction, and to remove all recommendations to construct parking, which will move us away from it while saddling us with costly debt. The vision of Birmingham as A Walkable Community can be achieved, but only by making decisions that focus on people.

Thank you for your consideration,

Kevin Kozlowski  
421 Madison St.  
Birmingham, MI 48009  
[Kevin.Kozlowski@gmail.com](mailto:Kevin.Kozlowski@gmail.com)

--

***Jana L. Ecker***

***Assistant City Manager  
City of Birmingham  
248-530-1811***

**\*Important Note to Residents\***

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



CITY CLERK  
CITY OF BIRMINGHAM  
P.O. BOX 3001, 151 MARTIN STREET  
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF  
HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
DTE ELECTRIC COMPANY  
CASE NO. U-20827**

- DTE Electric Company requests Michigan Public Service Commission's approval for reconciliation of its power supply cost recovery plan for the 12 months ended December 31, 2021.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, 570 SB, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: [michigan.gov/mpscdockets](https://michigan.gov/mpscdockets).
- A pre-hearing will be held:

**DATE/TIME:**      **Thursday, May 12, 2022 at 9:00 AM**

**BEFORE:**          **Administrative Law Judge Sharon Feldman**

**LOCATION:**        **Video/Teleconferencing**

**PARTICIPATION:**      Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) March 31, 2022 application requesting the Commission to: 1) approve DTE Electric's 2021 Power Supply Cost Recovery (PSCR) reconciliation as proposed; 2) authorize DTE Electric Company to collect its total PSCR under-recovery at year-end 2021 of \$143,398,987 including interest, from all PSCR customers via a roll-over of such under-recovery as the January 2022 starting balance for the 2022 PSCR Reconciliation; and 3) grant DTE Electric further relief as necessary and appropriate.

**INFORMATION ONLY**

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 5, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Jon P. Christinidis, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20827**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, and R 792.10401 through R 792.10448.

# PUBLIC NOTICE

Date: May 20, 2022  
Permit No.: MI0037427  
Designated Site Name: Oakland Co-Acacia Park CSO RTB

The Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD), proposes to reissue a permit to Oakland County Water Resources Commissioner for the Acacia Park CSO Retention Treatment Basin located at 31835 Evergreen Road, Beverly Hills, Oakland County, Michigan 48025. The applicant utilizes screening, settling and disinfection, and discharges treated combined sewage to the Rouge River.

**The draft permit includes the following modifications to the previously issued permit:**

Permit language has been revised to incorporate updated references and terminology. The following new conditions have been added to the draft permit: Quantification Levels and Analytical Methods for Selected Parameters, Work Group Participation, and Post-Construction Storm Water Reduction and Controls. Monthly monitoring requirements for Biochemical Oxygen Demand (BOD5), Total Suspended Solids (TSS), Ammonia Nitrogen (as N), and Total Phosphorus (as P) have been removed.

Copies of the permit application, Public Notice, Basis for Decision Memo, draft permit, and other relevant documents associated with this proposed permitting action may be obtained via the Internet at <https://miwaters.deq.state.mi.us> (select 'Public Notice Search,' enter the permit number into the search field, and then click 'Search'), or you may request copies be mailed to you by contacting Kendra Preston at email: [PrestonK5@michigan.gov](mailto:PrestonK5@michigan.gov), or telephone: 517-245-2090.

**Persons wishing to submit comments on the draft permit should do so through MiWaters.**

Go to <https://miwaters.deq.state.mi.us>, select 'Public Notice Search,' search for this public notice by entering the permit number into the search field, click 'Search,' click 'View,' click 'Add Comment,' enter information into the fields, and then click 'Submit.' Comments or objections to the draft permit received by June 19, 2022, will be considered in the final decision to issue the permit, as will comments made at a public hearing should one be requested and held by the Department on the draft permit.

Any person may request the Department to hold a public hearing on the draft permit. The request should include specific reasons for the request, indicating which portions of the draft permit constitute the need for a hearing. If submitted comments indicate significant public interest in the draft permit or if useful information may be produced, the Department may, at its discretion, hold a public hearing on the draft permit. If a public hearing is scheduled, public notice of the hearing will be provided at least 30 days in advance. Inquiries should be directed to Matt Staron, Permits Section, WRD, EGLE, P.O. Box 30458, Lansing, Michigan 48909-7958; telephone: 517-284-5589; or e-mail: [staronm@michigan.gov](mailto:staronm@michigan.gov).

**INFORMATION ONLY**

PERMIT NO. MI0037427



**STATE OF MICHIGAN**  
**DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**

**AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

In compliance with the provisions of the federal Clean Water Act (federal Water Pollution Control Act, 33 U.S.C., Section 1251 *et seq.*, as amended); Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); Part 41, Sewerage Systems, of the NREPA; and Michigan Executive Order 2019-06,

**Acacia Park CSO Drainage District**

One Public Works Drive, Building 95 West  
Waterford, Michigan 48328

**Village of Beverly Hills**

18500 West Thirteen Mile Road  
Beverly Hills, Michigan 48025

and

**City of Birmingham**

151 Martin Street  
Birmingham, Michigan 48012

are authorized to discharge from the **Acacia Park CSO Retention Treatment Basin** located at

31835 Evergreen Road  
Beverly Hills, Michigan 48025

designated as **Oakland Co-Acacia Park CSO RTB**

to the receiving water named the Rouge River in accordance with effluent limitations, monitoring requirements, and other conditions set forth in this permit.

This permit is based on a complete application submitted on February 8, 2022.

**This permit takes effect on DRAFT.** The provisions of this permit are severable. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term in accordance with applicable laws and rules. On its effective date, this permit shall supersede National Pollutant Discharge Elimination System (NPDES) Permit No. MI0037427 (expiring October 1, 2021).

This permit and the authorization to discharge shall expire at midnight on **October 1, 2026**. In order to receive authorization to discharge beyond the date of expiration, the permittee shall submit an application that contains such information, forms, and fees as are required by the Michigan Department of Environment, Great Lakes, and Energy (Department) by **April 4, 2026**.

Issued DRAFT.

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Christine Alexander, Manager  
Permits Section  
Water Resources Division

## PERMIT FEE REQUIREMENTS

In accordance with Section 324.3120 of the NREPA, the permittee shall make payment of an annual permit fee to the Department for each October 1 the permit is in effect regardless of occurrence of discharge. The permittee shall submit the fee in response to the Department's annual notice. The fee shall be postmarked by January 15 for notices mailed by December 1. The fee is due no later than 45 days after receiving the notice for notices mailed after December 1.

**Annual Permit Fee Classification:** Municipal Minor CSO (Individual Permit)

## CONTACT INFORMATION

Unless specified otherwise, all contact with the Department required by this permit shall be made to the Warren District Office of the Water Resources Division. The Warren District Office is located at 27700 Donald Court, Warren, MI 48092-2793, Telephone: 586-753-3700, Fax: 586-751-4690.

## CONTESTED CASE INFORMATION

Any person who is aggrieved by this permit may file a sworn petition with the Michigan Administrative Hearing System within the Michigan Department of Licensing and Regulatory Affairs, c/o the Michigan Department of Environment, Great Lakes, and Energy, setting forth the conditions of the permit which are being challenged and specifying the grounds for the challenge. The Department of Licensing and Regulatory Affairs may reject any petition filed more than 60 days after issuance as being untimely.



**PART I****Section A. Limitations and Monitoring Requirements****1. Retention Treatment Basin (RTB) Discharge Authorization, Monitoring Point 103A**

During the period beginning on the effective date of this permit and lasting until the expiration date of this permit, the permittee is authorized to discharge treated combined sewage from the retention basin from Monitoring Point 103A through Outfall 103 when the basin is full and wastewater flows exceed downstream interceptor capacity. Outfall 103 discharges to the Rouge River. Such discharge shall be limited and monitored by the permittee as specified below:

<u>Parameter</u>	<u>Maximum Limits for Quantity or Loading</u>				<u>Maximum Limits for Quality or Concentration</u>				<u>Monitoring Frequency</u>	<u>Sample Type</u>
	<u>Monthly</u>	<u>7-Day</u>	<u>Daily</u>	<u>Units</u>	<u>Monthly</u>	<u>7-Day</u>	<u>Event</u>	<u>Units</u>		
<u>Influent Characteristics</u>										
Flow	(report)	---	(report)	MGD	---	---	---	---	Daily	Report Total Daily Flow
<u>Effluent Characteristics</u>										
Flow	(report)	---	(report)	MGD	---	---	---	---	Daily	Report Total Daily Flow
Biochemical Oxygen Demand (BOD5)	---	---	---	---	---	---	(report)	mg/l	Event	See a. below
Total Suspended Solids (TSS)	---	---	---	---	---	---	(report)	mg/l	Event	See a. below
Ammonia Nitrogen (as N)	---	---	---	---	---	---	(report)	mg/l	Event	See a. below
Total Phosphorus (as P)	---	---	---	---	---	---	(report)	mg/l	Event	See a. below
Fecal Coliform Bacteria										
May – October	---	---	---	---	---	---	400	cts/100 ml	See a. below	Grab
November – April	---	---	---	---	---	---	1,000	cts/100 ml	See a. below	Grab
					<u>Event Average</u>					
Total Residual Chlorine (TRC)	---	---	---	---	2.0	---	(report)	ug/l	See a. below	Grab
					<u>Event Minimum</u>					
pH	---	---	---	---	(report)	---	(report)	S.U.	Daily	Grab
Dissolved Oxygen	---	---	---	---	(report)	---	---	mg/l	Daily	Grab

## a. RTB Monitoring and Reporting

The permittee shall conduct RTB monitoring and reporting consistent with the requirements of Part II.C.2. of this permit. The permittee shall supply the results of each sample taken during each discharge period.

## PART I

### Section A. Limitations and Monitoring Requirements

An **Event** is defined as commencing when combined sewage is discharged into the facility and ending when effluent flow (if any) ceases and does not resume within 24 hours.

**Influent flow** shall be reported for all wet-weather events where combined sewage is discharged to the facility. Influent flow reporting shall also indicate the component of the total influent flow that is dewatered to the interceptor from the facility during an event and shall be reported in the comment section on the Summary tab of the Discharge Monitoring Reports (DMR). Alternate procedures may be approved by the Department.

**Effluent flow** shall be reported for all events that cause discharge from the facility to the receiving waters.

**Effluent sampling for BOD<sub>5</sub>, TSS, ammonia nitrogen (as N), and total phosphorus (as P)** shall be by flow-proportioned composite sampling over the entire event. Alternate procedures for determining an event composite may be approved by the Department if existing equipment cannot reliably obtain a flow-proportioned composite sample. For purposes of reporting for a discharge event that occurs on multiple calendar days, the composite sample concentrations for the event shall be reported on the day the discharge event ended. The analytical results of each event composite sample obtained during a reporting month shall be reported on the Daily tab of the DMRs. The highest event composite sample concentrations observed during a reporting period shall be reported on the Summary tab of the DMRs.

For **effluent pH**, report the maximum value of any individual sample taken during the month in the "Maximum" column under "Quality or Concentration" on the Summary tab of the DMRs and the minimum value of any individual sample taken during the month in the "Minimum" column under "Quality or Concentration" on the Summary tab of the DMRs. The individual values taken during the month shall be reported on the Daily tab of the DMRs.

For **effluent dissolved oxygen**, report the minimum concentration of any individual sample taken during the month in the "Minimum" column under the "Quality or Concentration" on the Summary tab of the DMRs. The individual values taken during the month shall be reported on the Daily tab of the DMRs.

For **effluent fecal coliform bacteria and TRC**, grab samples shall be collected every two (2) hours for the first six (6) hours of the discharge and every four (4) hours thereafter for the duration of the discharge. The first sample shall be collected as soon as practical after the discharge begins. The goal of the effluent sampling program is to collect at least three (3) samples during each discharge event, and samples shall be collected at shorter intervals at the onset of the event if the permittee estimates that the event duration may be less than six (6) hours. For purposes of reporting for a discharge event that occurs on multiple calendar days, the pollutant concentrations for the event shall be reported on the day the discharge event ended.

For **fecal coliform bacteria**, the geometric mean of all samples taken during an event shall be reported as the "Event Maximum" on the Daily tab of the DMRs, provided that three (3) or more samples were collected. The highest event geometric mean reported during the month shall be reported in the "Maximum" column under "Quality or Concentration" on the Summary tab of the DMRs.

For **TRC**, the highest value of all samples taken during an event shall be reported as the "Event Maximum" on the Daily tab of the DMRs. The average of all samples in an event shall be reported as the "Event Average" on the Daily tab of the DMRs. The highest Event Maximum reported during the month shall be reported in the "Maximum" column under "Quality or Concentration" on the Summary tab of the DMRs. The highest Event Average reported during the month shall be reported in the "Average" column under "Quality or Concentration" on the Summary tab of the DMRs.

## PART I

### Section A. Limitations and Monitoring Requirements

- b. **RTB Dewatering**  
The RTB shall be promptly dewatered as soon as possible following the need to divert flow to the basin, and in accordance with any approved regional operational plan, and shall be maintained in readiness for use. The discharge of sludge or residual accumulations from the basin to the surface waters of the state is prohibited. These sludges shall be promptly removed and disposed of in accordance with procedures approved by the Department.
- c. **Narrative Standard**  
The receiving water shall contain no turbidity, color, oil films, floating solids, foams, suspended solids, settleable solids, or deposits as a result of this discharge in unnatural quantities which are or may become injurious to any designated use.
- d. **Operation and Maintenance Plan**  
The permittee shall ensure that discharges only occur in response to rainfall or snowmelt events and cease soon thereafter. Any rehabilitation and maintenance needs shall be addressed to ensure adequate sewer capacity and functionality. This may be accomplished through continued implementation of the approved Operation and Maintenance Plan.
- e. **Disconnection of Eaves Troughs and Roof Downspouts**  
Direct connections of eaves troughs and roof downspouts to the sewer system are prohibited throughout the service area tributary to the combined sewer overflow outfalls. This requirement does not apply if the permittee has demonstrated that the disconnection of eaves troughs and roof downspouts is not a cost-effective means of reducing the frequency or duration of overflows or of maintaining compliance with this permit. Such a demonstration and supporting documentation shall be submitted to the Department for approval.
- f. **New Wastewater Flows**  
Increased levels of discharge of sanitary sewage from the RTB are prohibited unless:
  - 1) The increased discharge is the result of new sanitary wastewater flows that, on the basis of sound professional judgment, are determined to be within design peak dry weather transportation capacity; or
  - 2) The permittee has officially adopted and is timely implementing a program, satisfactory to the Department, leading to the construction and operation of necessary collection, transportation, or treatment devices.

## 2. Long-Term Combined Sewer Overflow Control Plan

The permittee has successfully demonstrated that the Acacia Park CSO RTB effectively provides adequate treatment of combined sewage discharges and complies with Water Quality Standards at times of discharge (i.e., meets in-stream dissolved oxygen standard, eliminates raw sewage, protects public health, satisfies the biosurvey requirement, and satisfies the TRC requirement without the need for dechlorination equipment). The goal of the approved TRC Minimization Program is operation of the CSO RTB in a manner which will provide consistent, effective disinfection while minimizing the discharge of TRC.

The permittee shall operate the facility with a goal of 1.3 mg/l TRC as an event average concentration and a goal of 2.2 mg/l TRC as an event instantaneous maximum concentration. If the permittee determines the facility can achieve lower TRC goals than those specified above, then the permittee shall operate the facility to achieve the lower TRC levels. If the average of all event averages during the preceding year is greater than 1.6 mg/l, and/or more than one event instantaneous maximum concentration is greater than 2.2 mg/l, the permittee shall include a written summary in the annual Operational Plan update explaining the cause, and describing the corrective measures that will be undertaken to prevent a future reoccurrence.

## PART I

## Section A. Limitations and Monitoring Requirements

## 3. Quantification Levels and Analytical Methods for Selected Parameters

Maximum acceptable quantification levels (QLs) are specified for selected parameters in the table below. These QLs apply to all monitoring conducted in compliance with this permit if and when the parameters specified herein are monitored. This includes monitoring conducted to meet the requirements of the application for permit reissuance. These QLs shall be considered the maximum acceptable unless a higher QL is appropriate because of sample matrix interference. Justification for higher QLs shall be submitted to the Department within 30 days of such determination.

Where necessary to help ensure that the QLs specified herein can be achieved, analytical methods may also be specified in the table below. The sampling procedures, preservation and handling, and analytical protocol for all monitoring conducted in compliance with this permit, including monitoring conducted to meet the requirements of the application for permit reissuance, shall be in accordance with the methods specified herein, or in accordance with Part II.B.2. of this permit if no method is specified herein, unless an alternate method is approved by the Department. The Department will consider only alternate methods that meet the requirements of Part II.B.2. and whose QLs are at least as sensitive (i.e., low) as those specified herein. **Not all QLs are expressed in the same units in the table below.** The table is continued on the following page:

Parameter	QL	Units	Analytical Method
1,2-Diphenylhydrazine (as Azobenzene)	3.0	ug/l	
2,4,6-Trichlorophenol	5.0	ug/l	
2,4-Dinitrophenol	19	ug/l	
3,3'-Dichlorobenzidine	1.5	ug/l	
4-Chloro-3-Methylphenol	7.0	ug/l	
4,4'-DDD	0.01	ug/l	
4,4'-DDE	0.01	ug/l	
4,4'-DDT	0.01	ug/l	
Acrylonitrile	1.0	ug/l	
Aldrin	0.01	ug/l	
Alpha-Endosulfan	0.01	ug/l	
Alpha-Hexachlorocyclohexane	0.01	ug/l	
Antimony, Total	1	ug/l	
Arsenic, Total	1	ug/l	
Barium, Total	5	ug/l	
Benzidine	0.1	ug/l	
Beryllium, Total	1	ug/l	
Beta-Endosulfan	0.01	ug/l	
Beta-Hexachlorocyclohexane	0.01	ug/l	
Bis (2-Chloroethyl) Ether	1.0	ug/l	
Bis (2-Ethylhexyl) Phthalate	5.0	ug/l	
Boron, Total	20	ug/l	
Cadmium, Total	0.2	ug/l	
Chlordane	0.01	ug/l	
Chloride	1.0	mg/l	
Chromium, Hexavalent	5	ug/l	
Chromium, Total	10	ug/l	
Copper, Total	1	ug/l	
Cyanide, Available	2	ug/l	EPA Method OIA 1677
Cyanide, Total	5	ug/l	
Delta-Hexachlorocyclohexane	0.01	ug/l	
Dieldrin	0.01	ug/l	

**PART I****Section A. Limitations and Monitoring Requirements**

Parameter	QL	Units	Analytical Method
Di-N-Butyl Phthalate	9.0	ug/l	
Endosulfan Sulfate	0.01	ug/l	
Endrin	0.01	ug/l	
Endrin Aldehyde	0.01	ug/l	
Fluoranthene	1.0	ug/l	
Heptachlor	0.01	ug/l	
Heptachlor Epoxide	0.01	ug/l	
Hexachlorobenzene	0.01	ug/l	
Hexachlorobutadiene	0.01	ug/l	
Hexachlorocyclopentadiene	0.01	ug/l	
Hexachloroethane	5.0	ug/l	
Lead, Total	1	ug/l	
Lindane	0.01	ug/l	
Lithium, Total	10	ug/l	
Mercury, Total	0.5	ng/l	EPA Method 1631E
Nickel, Total	5	ug/l	
PCB-1016	0.1	ug/l	
PCB-1221	0.1	ug/l	
PCB-1232	0.1	ug/l	
PCB-1242	0.1	ug/l	
PCB-1248	0.1	ug/l	
PCB-1254	0.1	ug/l	
PCB-1260	0.1	ug/l	
Pentachlorophenol	1.8	ug/l	
Perfluorooctane sulfonate (PFOS)	2.0	ng/l	EPA Method 1633 or ASTM D7979 or an isotope dilution method (sometimes referred to as Method 537 modified)
Perfluorooctanoic acid (PFOA)			
Phenanthrene	1.0	ug/l	
Phosphorus (as P), Total	10	ug/l	
Selenium, Total	1.0	ug/l	
Silver, Total	0.5	ug/l	
Strontium, Total	1000	ug/l	
Sulfate	2.0	mg/l	
Sulfides, Dissolved	20	ug/l	
Thallium, Total	1	ug/l	
Toxaphene	0.1	ug/l	
Vinyl Chloride	1.0	ug/l	
Zinc, Total	10	ug/l	



**PART I****Section A. Limitations and Monitoring Requirements****4. Untreated or Partially Treated Sewage Discharge Reporting and Testing Requirements**

In accordance with Section 324.3112a of the NREPA, if untreated or partially treated sewage is directly or indirectly discharged from a sewer system onto land or into the waters of the state, the permittee shall immediately, but not more than 24 hours after the discharge begins, notify local health departments, a daily newspaper of general circulation in the county in which the permittee is located, and a daily newspaper of general circulation in the county or counties in which the municipalities whose waters may be affected by the discharge are located, that the discharge is occurring. The permittee shall also notify the Department via its MiWaters system on the form entitled "Report of Discharge (CSO\SSO\RTB)." The MiWaters website is located at <https://miwaters.deq.state.mi.us>. At the conclusion of the discharge, the permittee shall make all such notifications specified in, and in accordance with, Section 324.3112a of the NREPA, and shall notify the Department via its MiWaters system on the form entitled "Report of Discharge (CSO\SSO\RTB)."

In the event of a combined sewer overflow (CSO) and/or retention treatment basin (RTB) discharge, the permittee shall, in accordance with the public notification plan approved by the Department, notify the Department, the local health departments, a daily newspaper of general circulation in the county in which the permittee is located, and a daily newspaper of general circulation in the county or counties in which the municipalities whose waters may be affected by the discharge are located. Notification that the discharge is occurring shall be made within four (4) hours of becoming aware of the discharge. Within seven (7) days of becoming aware of the conclusion of the discharge, the permittee shall, in accordance with the public notification plan approved by the Department, provide written notification to the above parties of the following:

- 1) the amount of discharge as measured in accordance with the procedures approved by the Department,
- 2) the reason for the discharge,
- 3) the time the discharge began and ended as measured in accordance with the procedures approved by the Department, and
- 4) verification that the permittee is in compliance with the requirements of this permit. If such verification cannot be made, an explanation shall be provided detailing the reasons why the permittee is not in compliance with the requirements of this permit.

On or before April 4, 2026, with the application for reissuance, the permittee shall submit to the Department for approval an updated public notification plan.

Permittees authorized to discharge CSOs and/or RTB discharges to the Great Lakes Basin shall provide public notification of these discharges in accordance with 40 CFR 122.38 and the approved public notification plan. Such permittees shall, in accordance with Section 324.3112a of the NREPA, also provide notification to a newspaper of general circulation in the county in which the discharge occurred or is occurring.

The permittee shall also annually contact municipalities, including the superintendent of a public drinking water supply with potentially affected intakes, whose waters may be affected by the permittee's discharge of untreated or partially treated sewage, and if those municipalities wish to be notified in the same manner as specified above, the permittee shall provide such notification.

## PART I

### Section A. Limitations and Monitoring Requirements

Additionally, in accordance with Section 324.3112a of the NREPA, each time a discharge of untreated or partially treated sewage occurs, the permittee shall test the affected waters for *Escherichia coli* to assess the risk to the public health as a result of the discharge and shall provide the test results to the affected local county health departments and to the Department. The results of this testing shall be submitted to the Department via MiWaters as part of the notification specified above, or, if the results are not yet available, submitted as soon as they become available. This testing is not required if it has been waived by the local health department, or if the discharge(s) did not affect surface waters. The testing shall be done at locations specified by each affected local county health department but shall not exceed 10 tests for each separate discharge event. The affected local county health department may waive this testing requirement if it determines that such testing is not needed to assess the risk to the public health as a result of the discharge event.

Permittees accepting sanitary or municipal sewage from other sewage collection systems are encouraged to notify the owners of those systems of the above reporting and testing requirements.

### 5. Facility Contact

The "Facility Contact" was specified in the application. The permittee may replace the facility contact at any time, and shall notify the Department in writing within 10 days after replacement (including the name, address and telephone number of the new facility contact).

- a. The facility contact shall be (or a duly authorized representative of this person):
  - for a corporation, a principal executive officer of at least the level of vice president; or a designated representative if the representative is responsible for the overall operation of the facility from which the discharge originates, as described in the permit application or other NPDES form,
  - for a partnership, a general partner,
  - for a sole proprietorship, the proprietor, or
  - for a municipal, state, or other public facility, either a principal executive officer, the mayor, village president, city or village manager or other duly authorized employee.
- b. A person is a duly authorized representative only if:
  - the authorization is made in writing to the Department by a person described in paragraph a. of this section; and
  - the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the facility (a duly authorized representative may thus be either a named individual or any individual occupying a named position).

Nothing in this section releases the permittee from properly submitting reports and forms as required by law.

### 6. Monthly Operating Reports

Part 41 of Act 451 of 1994 as amended, specifically Section 324.4106 and associated R 299.2953, requires that the permittee file with the Department, on forms prescribed by the Department, operating reports showing the effectiveness of the treatment facility operation and the quantity and quality of liquid wastes discharged into waters of the state.

The permittee shall continue to implement the treatment facility monitoring program previously approved by the Department. Applicable forms and guidance are available on the Department's web site at [https://www.michigan.gov/egle/0,9429,7-135-3313\\_71618\\_44117---,00.html](https://www.michigan.gov/egle/0,9429,7-135-3313_71618_44117---,00.html). The permittee may use alternate forms if they are consistent with the approved treatment facility monitoring program. Unless the Department provides written notification to the permittee that monthly submittal of operating reports is required, operating reports that result from implementation of the approved treatment facility monitoring program shall be maintained on site for a minimum of three (3) years and shall be made available to the Department for review upon request.

### 7. Facilities and Sewerage System Operational Plan

## PART I

### Section A. Limitations and Monitoring Requirements

The purpose of the Facilities and Sewerage System Operational Plan is to ensure that the facility is operated to maximize treatment, convey all dry weather flows and the greatest quantity of wet weather flows to the treatment facilities for treatment, and to minimize untreated wastewater discharges.

- a. The permittee shall continue to implement the Facilities and Sewerage System Operational Plan (Plan) approved by the Department, with modifications thereto. Any changes to the Plan which affect the rate, volume, or system storage and transportation for conveyance of wet weather flows shall be submitted to the Department for approval prior to implementation. The Plan includes the following:
  - 1) the procedures utilized at the facility to adjust NaOCl disinfectant feed rates to minimize the discharge of total residual chlorine (TRC) and meet the TRC requirements specified in Part I.A.1. of this permit;
  - 2) the procedures and schedule for sampling/monitoring the stored NaOCl disinfectant at the facility to determine the concentration of available chlorine and ensure that the stored NaOCl is of sufficient strength to provide effective disinfection;
  - 3) the procedures for ensuring that the vendor's certified values for the available chlorine concentration of each load of NaOCl delivered to the facility are available for Department inspection/review;
  - 4) the procedures to ensure that the collection and treatment systems are operated to maximize treatment;
  - 5) the procedures to ensure that all dry weather flows are conveyed to the treatment facilities for treatment without bypass;
  - 6) the hydraulic profile and hydraulic operational elevations for system pump stations, regulators, diversion devices, gates, level sensors, interceptors, etc. to ensure the conveyance of all dry weather flows to the treatment facilities for treatment without bypass;
  - 7) the procedures to ensure that the sewerage system hydraulic and storage capacity is identified and fully utilized during wet weather events with eventual transport and treatment of stored flows;
  - 8) the hydraulic profile and hydraulic operational elevations for system pump stations, regulators, diversion devices, gates, level sensors, interceptors, etc. to ensure that the greatest quantity of wet weather flow is conveyed to the treatment facilities for treatment to minimize combined sewage discharges;
  - 9) the procedures to ensure that the greatest quantity of wet weather flow is conveyed to the treatment facilities for treatment to minimize untreated wastewater discharges within the region tributary to the facility;
  - 10) the procedures to ensure the sewerage system is maintained at its optimum operational capability, including procedures for dewatering the CSO retention basin as soon as possible after use;
  - 11) the procedures for ongoing inspection of the sewer system within the permittee's jurisdiction for excessive inflow and infiltration and, where necessary, reduction of the excessive infiltration and inflow sources and the elimination of unauthorized sewer system connections; and
  - 12) the location of all rain gauges.

## PART I

### Section A. Limitations and Monitoring Requirements

- b. On or before January 1 of each year following Department approval of the Plan, the permittee shall submit to the Department a Plan update which incorporates all changes made to the Plan during the previous 12-month period. Each Plan update shall also include the following operational data for the facility from the previous 12-month period:
- 1) the recorded values of the stored sodium hypochlorite (NaOCl) disinfectant strength (see 2) below),
  - 2) the recorded values of the strength of the chemical loads of NaOCl delivered to the facility,
  - 3) the operational modes for the facility (i.e., first-flush cell operation, parallel cell mode of operation, etc.) utilized during the previous 12 months, and
  - 4) (if applicable) a summary of any TRC exceedances reported during the previous calendar year, the cause of the exceedances, and the corrective measures that will be undertaken to prevent a future reoccurrence.

### 8. Work Group Participation

The permittee shall attend and participate in meetings of the Best Management Practices/Operator Coordination Work Group. The purpose of this Work Group is to allow representatives from CSO facilities in Southeast Michigan to exchange information, share experiences relating to the operation and maintenance of CSO control facilities, and develop Best Management Practices (BMPs) relating to CSO RTB operation including those needed to minimize TRC discharge levels. The permittee shall attend this Work Group quarterly at a minimum. The Work Group shall include representatives from the following CSO facilities, at a minimum: Birmingham CSO RTB, Bloomfield Village CSO RTB, Dearborn CSO, DWSD CSO Facilities, Inkster-Dearborn Heights CSO, Oakland County-Acacia Park (Acacia Park CSO Drainage District, Village of Beverly Hills, City of Birmingham), Redford Township CSO, River Rouge CSO, Wayne County – Dearborn Heights CSO, Wayne County – Inkster CSO, Wayne County – Inkster – Dearborn Heights CSO, and Wayne County – Redford – Livonia CSO.

On or before March 1 of each year, the permittee shall submit to the Department the annual joint report of the Work Group. At a minimum the joint report shall summarize the meetings held and the BMPs developed by the Work Group during the previous calendar year.

## PART I

### Section A. Limitations and Monitoring Requirements

#### 9. Post-Construction Storm Water Reduction and Controls

Storm water runoff from new development and redevelopment that will be conveyed through storm sewers to combined sewers will require control to help further reduce the volume of storm water routed to the RTB. These are projects that will require construction plan review by the permittee or its member communities and may require a Part 41 construction permit issued by the Department. Note that in most cases, new combined sewers will not be permitted under Part 41 (except for combined sewer relocation projects). To facilitate actions that support water quality improvement and provide a long-term goal of reducing the frequency and duration of discharges, the permittee shall select for implementation, one of the following control measures:

- a. Post-construction storm water runoff control requirements for new development and redevelopment project that are consistent with the embedded or adjacent MS4 individual permit(s);
- b. Post-construction storm water runoff control requirements for new development and redevelopment projects based on other criteria, to reduce volume and frequency of discharge (subject to review and approval by the Department); or
- c. Development of a green infrastructure study for the combined sewer collection area (subject to review and approval by the Department).

On or before July 1, 2023, the permittee shall submit to the Department the selected control measure(s), along with a proposed schedule of implementation. The permittee shall implement the schedule, including implementation of the final control measure(s), upon Department approval. In accordance with section 280.423 of the Drain Code, if the permittee selects control measure c., the permittee shall submit an implementation schedule that includes development of a study plan and final report for Department review and approval. In addition, control measure c. may include the following as part of an approvable green infrastructure program:

- Development of collaborative goals and objectives and documenting expectation of green infrastructure implementation;
- An assessment of the extent to which green infrastructure implementation could curb peak flows, reduce average flows, and support the Great Lakes Water Authority's emerging Regional Operations Plan;
- Engagement of cooperating communities in a review of their existing ordinances with a focus on assessing how they promote or impede green infrastructure implementation;
- Implemented ordinance improvements that promote green infrastructure accompanied by a description of the potential reductions of the volume and/or frequency of discharge of treated CSOs; and
- Development of a green infrastructure design manual including requirements for long-term operation and maintenance.

On or before April 1<sup>st</sup> of each year (beginning in 2024), the permittee shall submit a status report for the previous calendar year to the Department that includes the progress made on implementing the schedule, certifying implementation consistent with the control measure performance standards, the estimated volume of storm water removed from the combined sewer system as a result of the selected control measure, and the results of tracking compliance with long-term operation and maintenance requirements.



**PART I**

**Section B. Storm Water Pollution Prevention**

Section B. Storm Water Pollution Prevention is not required for this permit.

## PART II

Part II may include terms and /or conditions not applicable to discharges covered under this permit.

### Section A. Definitions

**Acute toxic unit (TUA)** means 100/LC50 where the LC50 is determined from a whole effluent toxicity (WET) test which produces a result that is statistically or graphically estimated to be lethal to 50% of the test organisms.

**Annual monitoring frequency** refers to a calendar year beginning on January 1 and ending on December 31. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

**Authorized public agency** means a state, local, or county agency that is designated pursuant to the provisions of Section 9110 of Part 91, Soil and Sedimentation Control, of the NREPA, to implement soil erosion and sedimentation control requirements with regard to construction activities undertaken by that agency.

**Best management practices (BMPs)** means structural devices or nonstructural practices that are designed to prevent pollutants from entering into storm water, to direct the flow of storm water, or to treat polluted storm water.

**Bioaccumulative chemical of concern (BCC)** means a chemical which, upon entering the surface waters, by itself or as its toxic transformation product, accumulates in aquatic organisms by a human health bioaccumulation factor of more than 1000 after considering metabolism and other physiochemical properties that might enhance or inhibit bioaccumulation. The human health bioaccumulation factor shall be derived according to R 323.1057(5). Chemicals with half-lives of less than 8 weeks in the water column, sediment, and biota are not BCCs. The minimum bioaccumulation concentration factor (BAF) information needed to define an organic chemical as a BCC is either a field-measured BAF or a BAF derived using the biota-sediment accumulation factor (BSAF) methodology. The minimum BAF information needed to define an inorganic chemical as a BCC, including an organometal, is either a field-measured BAF or a laboratory-measured bioconcentration factor (BCF). The BCCs to which these rules apply are identified in Table 5 of R 323.1057 of the Water Quality Standards.

**Biosolids** are the solid, semisolid, or liquid residues generated during the treatment of sanitary sewage or domestic sewage in a treatment works. This includes, but is not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment processes and a derivative of the removed scum or solids.

**Bulk biosolids means** biosolids that are not sold or given away in a bag or other container for application to a lawn or home garden.

**CAFO** means concentrated animal feeding operation.

**Certificate of Coverage (COC)** is a document, issued by the Department, which authorizes a discharge under a general permit.

**Chronic toxic unit (TUC )** means 100/MATC or 100/IC25, where the maximum acceptable toxicant concentration (MATC) and IC25 are expressed as a percent effluent in the test medium.

**Class B biosolids** refers to material that has met the Class B pathogen reduction requirements or equivalent treatment by a Process to Significantly Reduce Pathogens (PSRP) in accordance with the Part 24 Rules, Land Application of Biosolids, promulgated under Part 31 of the NREPA. Processes include aerobic digestion, composting, anaerobic digestion, lime stabilization and air drying.

**Combined sewer system** is a sewer system in which storm water runoff is combined with sanitary wastes.

## PART II

### Section A. Definitions

**Composite sample** is a sample collected over time, either by continuous sampling or by mixing discrete samples. A composite sample represents the average wastewater characteristics present during the compositing period. Various methods for compositing are available and are based on either time or flow-proportioning, the choice of which will depend on the permit requirements.

**Continuous monitoring** refers to sampling/readings that occur at regular and consistent intervals throughout a 24-hour period and at a frequency sufficient to capture data that are representative of the discharge. The maximum acceptable interval between samples/readings shall be one (1) hour.

**Daily concentration**

FOR PARAMETERS OTHER THAN pH, DISSOLVED OXYGEN, TEMPERATURE, AND CONDUCTIVITY – Daily concentration is the sum of the concentrations of the individual samples of a parameter taken within a calendar day divided by the number of samples taken within that calendar day. The daily concentration will be used to determine compliance with any maximum and minimum daily concentration limitations. For guidance and examples showing how to report and perform calculations using results below quantification levels, see the document entitled “Reporting Results Below Quantification,” available at [https://www.michigan.gov/documents/deq/wrd-npdes-results-quantification\\_620791\\_7.pdf](https://www.michigan.gov/documents/deq/wrd-npdes-results-quantification_620791_7.pdf).

FOR pH, DISSOLVED OXYGEN, TEMPERATURE, AND CONDUCTIVITY – The daily concentration used to determine compliance with maximum daily pH, temperature, and conductivity limitations is the highest pH, temperature, and conductivity readings obtained within a calendar day. The daily concentration used to determine compliance with minimum daily pH and dissolved oxygen limitations is the lowest pH and dissolved oxygen readings obtained within a calendar day.

**Daily loading** is the total discharge by weight of a parameter discharged during any calendar day. This value is calculated by multiplying the daily concentration by the total daily flow and by the appropriate conversion factor. The daily loading will be used to determine compliance with any maximum daily loading limitations. When required by the permit, report the maximum calculated daily loading for the month in the “MAXIMUM” column under “QUANTITY OR LOADING” on the DMRs.

**Daily monitoring frequency** refers to a 24-hour day. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

**Department** means the Michigan Department of Environment, Great Lakes, and Energy.

**Detection level** means the lowest concentration or amount of the target analyte that can be determined to be different from zero by a single measurement at a stated level of probability.

**Discharge** means the addition of any waste, waste effluent, wastewater, pollutant, or any combination thereof to any surface water of the state.

**EC<sub>50</sub>** means a statistically or graphically estimated concentration that is expected to cause 1 or more specified effects in 50% of a group of organisms under specified conditions.

**Fecal coliform bacteria monthly**

FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – Fecal coliform bacteria monthly is the geometric mean of all daily concentrations determined during a discharge event. Days on which no daily concentration is determined shall not be used to determine the calculated monthly value. The calculated monthly value will be used to determine compliance with the maximum monthly fecal coliform bacteria limitations. When required by the permit, report the calculated monthly value in the “AVERAGE” column under “QUALITY OR CONCENTRATION” on the DMR. If the period in which the discharge event occurred was partially in each of two months, the calculated monthly value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – Fecal coliform bacteria monthly is the geometric mean of all daily concentrations determined during a reporting month. Days on which no daily concentration is determined shall not be used to determine the calculated monthly value. The calculated monthly value will be used to determine

## PART II

### Section A. Definitions

compliance with the maximum monthly fecal coliform bacteria limitations. When required by the permit, report the calculated monthly value in the "AVERAGE" column under "QUALITY OR CONCENTRATION" on the DMR.

#### **Fecal coliform bacteria 7-day**

FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – Fecal coliform bacteria 7-day is the geometric mean of the daily concentrations determined during any 7 consecutive days of discharge during a discharge event. If the number of daily concentrations determined during the discharge event is less than 7 days, the number of actual daily concentrations determined shall be used for the calculation. Days on which no daily concentration is determined shall not be used to determine the value. The calculated 7-day value will be used to determine compliance with the maximum 7-day fecal coliform bacteria limitations. When required by the permit, report the maximum calculated 7-day geometric mean value for the month in the "MAXIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs. If the 7-day period was partially in each of two months, the value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – Fecal coliform bacteria 7-day is the geometric mean of the daily concentrations determined during any 7 consecutive days in a reporting month. If the number of daily concentrations determined is less than 7, the actual number of daily concentrations determined shall be used for the calculation. Days on which no daily concentration is determined shall not be used to determine the value. The calculated 7-day value will be used to determine compliance with the maximum 7-day fecal coliform bacteria limitations. When required by the permit, report the maximum calculated 7-day geometric mean for the month in the "MAXIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs. The first calculation shall be made on day 7 of the reporting month, and the last calculation shall be made on the last day of the reporting month.

**Flow-proportioned composite sample** is a composite sample in which either a) the volume of each portion of the composite is proportional to the effluent flow rate at the time that portion is obtained; or b) a constant sample volume is obtained at varying time intervals proportional to the effluent flow rate.

**General permit** means an NPDES permit authorizing a category of similar discharges.

**Geometric mean** is the average of the logarithmic values of a base 10 data set, converted back to a base 10 number.

**Grab sample** is a single sample taken at neither a set time nor flow.

**IC<sub>25</sub>** means the toxicant concentration that would cause a 25% reduction in a nonquantal biological measurement for the test population.

**Illicit connection** means a physical connection to a municipal separate storm sewer system that primarily conveys non-storm water discharges other than uncontaminated groundwater into the storm sewer; or a physical connection not authorized or permitted by the local authority, where a local authority requires authorization or a permit for physical connections.

**Illicit discharge** means any discharge to, or seepage into, a municipal separate storm sewer system that is not composed entirely of storm water or uncontaminated groundwater. Illicit discharges include non-storm water discharges through pipes or other physical connections; dumping of motor vehicle fluids, household hazardous wastes, domestic animal wastes, or litter; collection and intentional dumping of grass clippings or leaf litter; or unauthorized discharges of sewage, industrial waste, restaurant wastes, or any other non-storm water waste directly into a separate storm sewer.

**Individual permit** means a site-specific NPDES permit.

**Inlet** means a catch basin, roof drain, conduit, drain tile, retention pond riser pipe, sump pump, or other point where storm water or wastewater enters into a closed conveyance system prior to discharge off site or into waters of the state.

## PART II

### Section A. Definitions

**Interference** is a discharge which, alone or in conjunction with a discharge or discharges from other sources, both: 1) inhibits or disrupts a POTW, its treatment processes or operations, or its sludge processes, use or disposal; and 2) therefore, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or, of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act. [This definition does not apply to sample matrix interference].

**Land application** means spraying or spreading biosolids or a biosolids derivative onto the land surface, injecting below the land surface, or incorporating into the soil so that the biosolids or biosolids derivative can either condition the soil or fertilize crops or vegetation grown in the soil.

**LC<sub>50</sub>** means a statistically or graphically estimated concentration that is expected to be lethal to 50% of a group of organisms under specified conditions.

**Maximum acceptable toxicant concentration (MATC)** means the concentration obtained by calculating the geometric mean of the lower and upper chronic limits from a chronic test. A lower chronic limit is the highest tested concentration that did not cause the occurrence of a specific adverse effect. An upper chronic limit is the lowest tested concentration which did cause the occurrence of a specific adverse effect and above which all tested concentrations caused such an occurrence.

**Maximum extent practicable** means implementation of best management practices by a public body to comply with an approved storm water management program as required by a national permit for a municipal separate storm sewer system, in a manner that is environmentally beneficial, technically feasible, and within the public body's legal authority.

**MBTU/hr** means million British Thermal Units per hour.

**MGD** means million gallons per day.

**Monthly concentration** is the sum of the daily concentrations determined during a reporting period divided by the number of daily concentrations determined. The calculated monthly concentration will be used to determine compliance with any maximum monthly concentration limitations. Days with no discharge shall not be used to determine the value. When required by the permit, report the calculated monthly concentration in the "AVERAGE" column under "QUALITY OR CONCENTRATION" on the DMR.

For minimum percent removal requirements, the monthly influent concentration and the monthly effluent concentration shall be determined. The calculated monthly percent removal, which is equal to 100 times the quantity [1 minus the quantity (monthly effluent concentration divided by the monthly influent concentration)], shall be reported in the "MINIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs.



## PART II

### Section A. Definitions

**Monthly loading** is the sum of the daily loadings of a parameter divided by the number of daily loadings determined during a reporting period. The calculated monthly loading will be used to determine compliance with any maximum monthly loading limitations. Days with no discharge shall not be used to determine the value. When required by the permit, report the calculated monthly loading in the "AVERAGE" column under "QUANTITY OR LOADING" on the DMR.

**Monthly monitoring frequency** refers to a calendar month. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

**Municipal separate storm sewer** means a conveyance or system of conveyances designed or used for collecting or conveying storm water which is not a combined sewer and which is not part of a POTW as defined in the Code of Federal Regulations at 40 CFR 122.2.

**Municipal separate storm sewer system (MS4)** means all separate storm sewers that are owned or operated by the United States, a state, city, village, township, county, district, association, or other public body created by or pursuant to state law, having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under state law, such as a sewer district, flood control district, or drainage district, or similar entity, or a designated or approved management agency under Section 208 of the Clean Water Act that discharges to the waters of the state. This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings.

**National Pretreatment Standards** are the regulations promulgated by or to be promulgated by the Federal Environmental Protection Agency pursuant to Section 307(b) and (c) of the Clean Water Act. The standards establish nationwide limits for specific industrial categories for discharge to a POTW.

**No observed adverse effect level (NOAEL)** means the highest tested dose or concentration of a substance which results in no observed adverse effect in exposed test organisms where higher doses or concentrations result in an adverse effect.

**Noncontact cooling water** is water used for cooling which does not come into direct contact with any raw material, intermediate product, by-product, waste product or finished product.

**Nondomestic user** is any discharger to a POTW that discharges wastes other than or in addition to water-carried wastes from toilet, kitchen, laundry, bathing or other facilities used for household purposes.

**Nonstructural controls** are practices or procedures implemented by employees at a facility to manage storm water or to prevent contamination of storm water.

**NPDES** means National Pollutant Discharge Elimination System.

**Outfall** is the location at which a point source discharge first enters a surface water of the state.

**Part 91 agency** means an agency that is designated by a county board of commissioners pursuant to the provisions of Section 9105 of Part 91 of the NREPA; an agency that is designated by a city, village, or township in accordance with the provisions of Section 9106 of Part 91 of the NREPA; or the Department for soil erosion and sedimentation control activities under Part 615, Supervisor of Wells; Part 631, Reclamation of Mining Lands; or Part 632, Nonferrous Metallic Mineral Mining, of the NREPA, pursuant to the provisions of Section 9115 of Part 91 of the NREPA.

**Part 91 permit** means a soil erosion and sedimentation control permit issued by a Part 91 agency pursuant to the provisions of Part 91 of the NREPA.

**Partially treated sewage** is any sewage, sewage and storm water, or sewage and wastewater, from domestic or industrial sources that is treated to a level less than that required by the permittee's NPDES permit, or that is not treated to national secondary treatment standards for wastewater, including discharges to surface waters from retention treatment facilities.

## PART II

### Section A. Definitions

**Point of discharge** is the location of a point source discharge where storm water is discharged directly into a separate storm sewer system.

**Point source discharge** means a discharge from any discernible, confined, discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, or rolling stock. Changing the surface of land or establishing grading patterns on land will result in a point source discharge where the runoff from the site is ultimately discharged to waters of the state.

**Polluting material** means any material, in solid or liquid form, identified as a polluting material under the Part 5 Rules, Spillage of Oil and Polluting Materials, promulgated under Part 31 of the NREPA (R 324.2001 through R 324.2009 of the Michigan Administrative Code).

**POTW** is a publicly owned treatment work.

**Predevelopment** is the last land use prior to the planned new development or redevelopment.

**Pretreatment** is reducing the amount of pollutants, eliminating pollutants, or altering the nature of pollutant properties to a less harmful state prior to discharge into a public sewer. The reduction or alteration can be by physical, chemical, or biological processes, process changes, or by other means. Dilution is not considered pretreatment unless expressly authorized by an applicable National Pretreatment Standard for a particular industrial category.

**Public** (as used in the MS4 individual permit) means all persons who potentially could affect the authorized storm water discharges, including, but not limited to, residents, visitors to the area, public employees, businesses, industries, and construction contractors and developers.

**Public body** means the United States; the state of Michigan; a city, village, township, county, school district, public college or university, or single-purpose governmental agency; or any other body which is created by federal or state statute or law.

**Qualified Personnel** means an individual who meets qualifications acceptable to the Department and who is authorized by an Industrial Storm Water Certified Operator to collect the storm water sample.

**Qualifying storm event** means a storm event causing greater than 0.1 inch of rainfall and occurring at least 72 hours after the previous measurable storm event that also caused greater than 0.1 inch of rainfall. Upon request, the Department may approve an alternate definition meeting the condition of a qualifying storm event.

**Quantification level** means the measurement of the concentration of a contaminant obtained by using a specified laboratory procedure calculated at a specified concentration above the detection level. It is considered the lowest concentration at which a particular contaminant can be quantitatively measured using a specified laboratory procedure for monitoring of the contaminant.

**Quarterly monitoring frequency** refers to a three-month period, defined as January through March, April through June, July through September, and October through December (or otherwise defined in the permit). When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

**Regional Administrator** is the Region 5 Administrator, U.S. EPA, located at R-19J, 77 W. Jackson Blvd., Chicago, Illinois 60604.

**Regulated area** means the permittee's urbanized area, where urbanized area is defined as a place and its adjacent densely-populated territory that together have a minimum population of 50,000 people as defined by the United States Bureau of the Census and as determined by the latest available decennial census.

## PART II

### Section A. Definitions

**Secondary containment structure** means a unit, other than the primary container, in which significant materials are packaged or held, which is required by state or federal law to prevent the escape of significant materials by gravity into sewers, drains, or otherwise directly or indirectly into any sewer system or to the surface waters or groundwaters of the state.

**Separate storm sewer system** means a system of drainage, including, but not limited to, roads, catch basins, curbs, gutters, parking lots, ditches, conduits, pumping devices, or man-made channels, which is not a combined sewer where storm water mixes with sanitary wastes, and is not part of a POTW.

**Significant industrial user** is a nondomestic user that: 1) is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or 2) discharges an average of 25,000 gallons per day or more of process wastewater to a POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the permittee as defined in 40 CFR 403.12(a) on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's treatment plant operation or violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6)).

**Significant materials** means any material which could degrade or impair water quality, including but not limited to: raw materials; fuels; solvents, detergents, and plastic pellets; finished materials such as metallic products; hazardous substances designated under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (see 40 CFR 372.65); any chemical the facility is required to report pursuant to Section 313 of Emergency Planning and Community Right-to-Know Act (EPCRA); polluting materials as identified under the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code); Hazardous Wastes as defined in Part 111, Hazardous Waste Management, of the NREPA; fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have the potential to be released with storm water discharges.

**Significant spills and significant leaks** means any release of a polluting material reportable under the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code).

**Special-use area** means storm water discharges for which the Department has determined that additional monitoring is needed from: secondary containment structures required by state or federal law; lands on Michigan's List of Sites of Environmental Contamination pursuant to Part 201, Environmental Remediation, of the NREPA; and/or areas with other activities that may contribute pollutants to the storm water.

**Stoichiometric** means the quantity of a reagent calculated to be necessary and sufficient for a given chemical reaction.

**Storm water means** storm water runoff, snow melt runoff, surface runoff and drainage, and non-storm water included under the conditions of this permit.

**Storm water discharge point** is the location where the point source discharge of storm water is directed to surface waters of the state or to a separate storm sewer. It includes the location of all point source discharges where storm water exits the facility, including outfalls which discharge directly to surface waters of the state, and points of discharge which discharge directly into separate storm sewer systems.

**Structural controls** are physical features or structures used at a facility to manage or treat storm water.

**SWPPP** means the Storm Water Pollution Prevention Plan prepared in accordance with this permit.

**Tier I value** means a value for aquatic life, human health or wildlife calculated under R 323.1057 of the Water Quality Standards using a tier I toxicity database.

**Tier II value** means a value for aquatic life, human health or wildlife calculated under R 323.1057 of the Water Quality Standards using a tier II toxicity database.

## PART II

### Section A. Definitions

**Total maximum daily loads (TMDLs)** are required by the Clean Water Act for waterbodies that do not meet water quality standards. TMDLs represent the maximum daily load of a pollutant that a waterbody can assimilate and meet water quality standards, and an allocation of that load among point sources, nonpoint sources, and a margin of safety.

**Toxicity reduction evaluation (TRE)** means a site-specific study conducted in a stepwise process designed to identify the causative agents of effluent toxicity, isolate the sources of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in effluent toxicity.

**Water Quality Standards** means the Part 4 Water Quality Standards promulgated pursuant to Part 31 of the NREPA, being R 323.1041 through R 323.1117 of the Michigan Administrative Code.

**Weekly monitoring frequency** refers to a calendar week which begins on Sunday and ends on Saturday. When required by this permit, an analytical result, reading, value, or observation shall be reported for that period if a discharge occurs during that period. If the calendar week begins in one month and ends in the following month, the analytical result, reading, value, or observation shall be reported in the month in which monitoring was conducted.

**WWSL** is a wastewater stabilization lagoon.

**WWSL discharge event** is a discrete occurrence during which effluent is discharged to the surface water up to 10 days of a consecutive 14-day period.

**3-portion composite sample** is a sample consisting of three equal-volume grab samples collected at equal intervals over an 8-hour period.

#### **7-day concentration**

FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – The 7-day concentration is the sum of the daily concentrations determined during any 7 consecutive days of discharge during a WWSL discharge event divided by the number of daily concentrations determined. If the number of daily concentrations determined during the WWSL discharge event is less than 7 days, the number of actual daily concentrations determined shall be used for the calculation. The calculated 7-day concentration will be used to determine compliance with any maximum 7-day concentration limitations. When required by the permit, report the maximum calculated 7-day concentration for the WWSL discharge event in the “MAXIMUM” column under “QUALITY OR CONCENTRATION” on the DMR. If the WWSL discharge event was partially in each of two months, the value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – The 7-day concentration is the sum of the daily concentrations determined during any 7 consecutive days in a reporting month divided by the number of daily concentrations determined. If the number of daily concentrations determined is less than 7, the actual number of daily concentrations determined shall be used for the calculation. The calculated 7-day concentration will be used to determine compliance with any maximum 7-day concentration limitations in the reporting month. When required by the permit, report the maximum calculated 7-day concentration for the month in the “MAXIMUM” column under “QUALITY OR CONCENTRATION” on the DMR. The first 7-day calculation shall be made on day 7 of the reporting month, and the last calculation shall be made on the last day of the reporting month.

## PART II

### Section A. Definitions

#### **7-day loading**

FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – The 7-day loading is the sum of the daily loadings determined during any 7 consecutive days of discharge during a WWSL discharge event divided by the number of daily loadings determined. If the number of daily loadings determined during the WWSL discharge event is less than 7 days, the number of actual daily loadings determined shall be used for the calculation. The calculated 7-day loading will be used to determine compliance with any maximum 7-day loading limitations. When required by the permit, report the maximum calculated 7-day loading for the WWSL discharge event in the “MAXIMUM” column under “QUANTITY OR LOADING” on the DMR. If the WWSL discharge event was partially in each of two months, the value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – The 7-day loading is the sum of the daily loadings determined during any 7 consecutive days in a reporting month divided by the number of daily loadings determined. If the number of daily loadings determined is less than 7, the actual number of daily loadings determined shall be used for the calculation. The calculated 7-day loading will be used to determine compliance with any maximum 7-day loading limitations in the reporting month. When required by the permit, report the maximum calculated 7-day loading for the month in the “MAXIMUM” column under “QUANTITY OR LOADING” on the DMR. The first 7-day calculation shall be made on day 7 of the reporting month, and the last calculation shall be made on the last day of the reporting month.

**24-hour composite sample** is a flow-proportioned composite sample consisting of hourly or more frequent portions that are taken over a 24-hour period and in which the volume of each portion is proportional to the discharge flow rate at the time that portion is taken. A time-proportioned composite sample may be used upon approval from the Department if the permittee demonstrates it is representative of the discharge.



## PART II

### Section B. Monitoring Procedures

#### 1. Representative Samples

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.

#### 2. Test Procedures

Test procedures for the analysis of pollutants shall conform to regulations promulgated pursuant to Section 304(h) of the Clean Water Act (40 CFR Part 136 – Guidelines Establishing Test Procedures for the Analysis of Pollutants), unless specified otherwise in this permit. **Test procedures used shall be sufficiently sensitive to determine compliance with applicable effluent limitations.** For lists of approved test methods, go to <https://www.epa.gov/cwa-methods>. Requests to use test procedures not promulgated under 40 CFR Part 136 for pollutant monitoring required by this permit shall be made in accordance with the Alternate Test Procedures regulations specified in 40 CFR 136.4. These requests shall be submitted to the Manager of the Permits Section, Water Resources Division, Michigan Department of Environment, Great Lakes, and Energy, P.O. Box 30458, Lansing, Michigan, 48909-7958. The permittee may use such procedures upon approval.

The permittee shall periodically calibrate and perform maintenance procedures on all analytical instrumentation at intervals to ensure accuracy of measurements. The calibration and maintenance shall be performed as part of the permittee's laboratory Quality Assurance/Quality Control program.

#### 3. Instrumentation

The permittee shall periodically calibrate and perform maintenance procedures on all monitoring instrumentation at intervals to ensure accuracy of measurements.

#### 4. Recording Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information: 1) the exact place, date, and time of measurement or sampling; 2) the person(s) who performed the measurement or sample collection; 3) the dates the analyses were performed; 4) the person(s) who performed the analyses; 5) the analytical techniques or methods used; 6) the date of and person responsible for equipment calibration; and 7) the results of all required analyses.

#### 5. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed, calibration and maintenance of instrumentation, and recordings from continuous monitoring instrumentation, shall be retained for a minimum of three (3) years, or longer if requested by the Regional Administrator or the Department.

## PART II

### Section C. Reporting Requirements

#### 1. Start-Up Notification

The permittee shall notify the Department of start-up if one of the following conditions applies and in accordance with the applicable condition:

a. Non-CAFOs

- 1) **If this is an individual permit** and the permittee will not discharge during the first 60 days following the effective date of this permit, the permittee shall notify the Department via MiWaters within 14 days following the effective date of this permit, and then again 60 days prior to commencement of the discharge.
- 2) **If this is a general permit** and the permittee will not discharge during the first 60 days following the effective date of the Certificate of Coverage (COC) issued under this general permit, the permittee shall notify the Department via MiWaters within 14 days following the effective date of the COC, and then again 60 days prior to commencement of the discharge.

b. CAFOs

- 1) **If this is an individual permit** and the permittee will not populate with animals during the first 60 days following the effective date of this permit, the permittee shall notify the Department via MiWaters within 14 days following the effective date of this permit, and then again 60 days prior to populating with animals.
- 2) **If this is a general permit** and the permittee will not populate with animals during 60 days following the effective date of the Certificate of Coverage (COC) issued under this general permit, the permittee shall notify the Department via MiWaters within 14 days following the effective date of the COC, and then again 60 days prior to populating with animals.

#### 2. Submittal Requirements for Self-Monitoring Data

Part 31 of the NREPA (specifically Section 324.3110(7)); and R 323.2155(2) of Part 21, Wastewater Discharge Permits, promulgated under Part 31 of the NREPA, allow the Department to specify the forms to be utilized for reporting the required self-monitoring data. Unless instructed on the effluent limitations page to conduct "Retained Self-Monitoring," the permittee shall submit self-monitoring data via the Department's MiWaters system.

The permittee shall utilize the information provided on the MiWaters website, located at <https://miwaters.deq.state.mi.us>, to access and submit the electronic forms. Both monthly summary and daily data shall be submitted to the Department no later than the 20th day of the month following each month of the authorized discharge period(s). The permittee may be allowed to submit the electronic forms after this date if the Department has granted an extension to the submittal date.

#### 3. Retained Self-Monitoring Requirements

If instructed on the effluent limits page (or otherwise authorized by the Department in accordance with the provisions of this permit) to conduct retained self-monitoring, the permittee shall maintain a year-to-date log of retained self-monitoring results and, upon request, provide such log for inspection to the staff of the Department. Retained self-monitoring results are public information and shall be promptly provided to the public upon request.

## PART II

### Section C. Reporting Requirements

The permittee shall certify, in writing, to the Department, on or before January 10 (April 1 for animal feeding operation facilities) of each year, that: 1) all retained self-monitoring requirements have been complied with and a year-to-date log has been maintained; and 2) the application on which this permit is based still accurately describes the discharge. With this annual certification, the permittee shall submit a summary of the previous year's monitoring data. The summary shall include maximum values for samples to be reported as daily maximums and/or monthly maximums and minimum values for any daily minimum samples.

Retained self-monitoring may be denied to a permittee by notification in writing from the Department. In such cases, the permittee shall submit self-monitoring data in accordance with Part II.C.2., above. Such a denial may be rescinded by the Department upon written notification to the permittee. Reissuance or modification of this permit or reissuance or modification of an individual permittee's authorization to discharge shall not affect previous approval or denial for retained self-monitoring unless the Department provides notification in writing to the permittee.

#### 4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report. Such increased frequency shall also be indicated.

Monitoring required pursuant to Part 41 of the NREPA or Rule 35 of the Mobile Home Park Commission Act, 1987 PA 96, as amended, for assurance of proper facility operation, shall be submitted as required by the Department.

#### 5. Compliance Dates Notification

Within 14 days of every compliance date specified in this permit, the permittee shall submit a written notification to the Department via MiWaters (<https://miwaters.deq.state.mi.us>) indicating whether or not the particular requirement was accomplished. If the requirement was not accomplished, the notification shall include an explanation of the failure to accomplish the requirement, actions taken or planned by the permittee to correct the situation, and an estimate of when the requirement will be accomplished. If a written report is required to be submitted by a specified date and the permittee accomplishes this, a separate written notification is not required.

#### 6. Noncompliance Notification

Compliance with all applicable requirements set forth in the Clean Water Act, Parts 31 and 41 of the NREPA, and related regulations and rules is required. All instances of noncompliance shall be reported as follows:

a. 24-Hour Reporting

Any noncompliance which may endanger health or the environment (including maximum and/or minimum daily concentration discharge limitation exceedances) shall be reported, verbally, within 24 hours from the time the permittee becomes aware of the noncompliance by calling the Department at the number indicated on the second page of this permit (or, if this is a general permit, on the COC). A written submission shall also be provided via MiWaters (<https://miwaters.deq.state.mi.us>) within five (5) days.

b. Other Reporting

The permittee shall report, in writing via MiWaters (<https://miwaters.deq.state.mi.us>), all other instances of noncompliance not described in a. above at the time monitoring reports are submitted; or, in the case of retained self-monitoring, within five (5) days from the time the permittee becomes aware of the noncompliance.

## PART II

### Section C. Reporting Requirements

Reporting shall include: 1) a description of the discharge and cause of noncompliance; and 2) the period of noncompliance, including exact dates and times, or, if not yet corrected, the anticipated time the noncompliance is expected to continue, and the steps taken to reduce, eliminate and prevent recurrence of the noncomplying discharge.

#### 7. Spill Notification

The permittee shall immediately report any release of any polluting material which occurs to the surface waters or groundwaters of the state, unless the permittee has determined that the release is not in excess of the threshold reporting quantities specified in the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code), by calling the Department at the number indicated on the second page of this permit (or, if this is a general permit, on the COC); or, if the notice is provided after regular working hours, by calling the Department's 24-hour Pollution Emergency Alerting System telephone number, 1-800-292-4706.

Within 10 days of the release, the permittee shall submit to the Department via MiWaters (<https://miwaters.deq.state.mi.us>) a full written explanation as to the cause of the release, the discovery of the release, response measures (clean-up and/or recovery) taken, and preventive measures taken or a schedule for completion of measures to be taken to prevent reoccurrence of similar releases.

#### 8. Upset Noncompliance Notification

If a process "upset" (defined as an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee) has occurred, the permittee who wishes to establish the affirmative defense of upset shall notify the Department by telephone within 24 hours of becoming aware of such conditions; and within five (5) days, provide in writing, the following information:

- a. that an upset occurred and that the permittee can identify the specific cause(s) of the upset;
- b. that the permitted wastewater treatment facility was, at the time, being properly operated and maintained (note that an upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation); and
- c. that the permittee has specified and taken action on all responsible steps to minimize or correct any adverse impact in the environment resulting from noncompliance with this permit.

No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

In any enforcement proceedings, the permittee, seeking to establish the occurrence of an upset, has the burden of proof.

#### 9. Bypass Prohibition and Notification

- a. Bypass Prohibition  
Bypass is prohibited, and the Department may take an enforcement action, unless:
  - 1) bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
  - 2) there were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass; and
  - 3) the permittee submitted notices as required under 9.b. or 9.c. below.

## PART II

### Section C. Reporting Requirements

b. Notice of Anticipated Bypass

If the permittee knows in advance of the need for a bypass, the permittee shall submit written notification to the Department before the anticipated date of the bypass. This notification shall be submitted at least 10 days before the date of the bypass; however, the Department will accept fewer than 10 days advance notice if adequate explanation for this is provided. The notification shall provide information about the anticipated bypass as required by the Department. The Department may approve an anticipated bypass, after considering its adverse effects, if it will meet the three (3) conditions specified in a. above.

c. Notice of Unanticipated Bypass

As soon as possible but no later than 24 hours from the time the permittee becomes aware of the unanticipated bypass, the permittee shall notify the Department by calling the number indicated on the second page of this permit (or, if this is a general permit, on the COC); or, if notification is provided after regular working hours, call the Department's 24-hour Pollution Emergency Alerting System telephone number, 1-800-292-4706.

d. Written Report of Bypass

A written submission shall be provided within five (5) working days of commencing any bypass to the Department, and at additional times as directed by the Department. The written submission shall contain a description of the bypass and its cause; the period of bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass; and other information as required by the Department.

e. Bypass Not Exceeding Limitations

The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to ensure efficient operation. These bypasses are not subject to the provisions of 9.a., 9.b., 9.c., and 9.d., above. This provision does not relieve the permittee of any notification responsibilities under Part II.C.11. of this permit.

f. Definitions

- 1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.
- 2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

### 10. Bioaccumulative Chemicals of Concern (BCC)

Consistent with the requirements of R 323.1098 and R 323.1215 of the Michigan Administrative Code, the permittee is prohibited from undertaking any action that would result in a lowering of water quality from an increased loading of a BCC unless an increased use request and antidegradation demonstration have been submitted and approved by the Department.



## PART II

### Section C. Reporting Requirements

#### 11. Notification of Changes in Discharge

The permittee shall notify the Department via MiWaters (<https://miwaters.deq.state.mi.us>), as soon as possible but within no more than 10 days of knowing, or having reason to believe, that any activity or change has occurred or will occur which would result in the discharge of: 1) detectable levels of chemicals on the current Michigan Critical Materials Register, priority pollutants or hazardous substances set forth in 40 CFR 122.21, Appendix D, or the Pollutants of Initial Focus in the Great Lakes Water Quality Initiative specified in 40 CFR 132.6, Table 6, which were not acknowledged in the application or listed in the application at less than detectable levels; 2) detectable levels of any other chemical not listed in the application or listed at less than detection, for which the application specifically requested information; or 3) any chemical at levels greater than five times the average level reported in the complete application (see the first page of this permit, for the date(s) the complete application was submitted). Any other monitoring results obtained as a requirement of this permit shall be reported in accordance with the compliance schedules.

#### 12. Changes in Facility Operations

Any anticipated action or activity, including but not limited to facility expansion, production increases, or process modification, which will result in new or increased loadings of pollutants to the receiving waters must be reported to the Department by a) submission of an increased use request (application) and all information required under R 323.1098 (Antidegradation) of the Water Quality Standards or b) by written notice if the following conditions are met: 1) the action or activity will not result in a change in the types of wastewater discharged or result in a greater quantity of wastewater than currently authorized by this permit; 2) the action or activity will not result in violations of the effluent limitations specified in this permit; 3) the action or activity is not prohibited by the requirements of Part II.C.10.; and 4) the action or activity will not require notification pursuant to Part II.C.11. Following such written notice, the permit or, if applicable, the facility's COC, may be modified according to applicable laws and rules to specify and limit any pollutant not previously limited.

#### 13. Transfer of Ownership or Control

In the event of any change in ownership or control of facilities from which the authorized discharge emanates, the following requirements apply: Not less than 30 days prior to the actual transfer of ownership or control – for non-CAFOs, or within 30 days of the actual transfer of ownership or control – for CAFOs, the permittee shall submit to the Department via MiWaters (<https://miwaters.deq.state.mi.us>) a written agreement between the current permittee and the new permittee containing: 1) the legal name and address of the new owner; 2) a specific date for the effective transfer of permit responsibility, coverage and liability; and 3) a certification of the continuity of or any changes in operations, wastewater discharge, or wastewater treatment.

If the new permittee is proposing changes in operations, wastewater discharge, or wastewater treatment, the Department may propose modification of this permit in accordance with applicable laws and rules.

#### 14. Operations and Maintenance Manual

For wastewater treatment facilities that serve the public (and are thus subject to Part 41 of the NREPA), Section 4104 of Part 41 and associated Rule 2957 of the Michigan Administrative Code allow the Department to require an Operations and Maintenance (O&M) Manual from the facility. An up-to-date copy of the O&M Manual shall be kept at the facility and shall be provided to the Department upon request. The Department may review the O&M Manual in whole or in part at its discretion and require modifications to it if portions are determined to be inadequate.

At a minimum, the O&M Manual shall include the following information: permit standards; descriptions and operation information for all equipment; staffing information; laboratory requirements; record keeping requirements; a maintenance plan for equipment; an emergency operating plan; safety program information; and copies of all pertinent forms, as-built plans, and manufacturer's manuals.

## PART II

### Section C. Reporting Requirements

Certification of the existence and accuracy of the O&M Manual shall be submitted to the Department at least sixty days prior to start-up of a new wastewater treatment facility. Recertification shall be submitted sixty days prior to start-up of any substantial improvements or modifications made to an existing wastewater treatment facility.

#### 15. Signatory Requirements

All applications, reports, or information submitted to the Department in accordance with the conditions of this permit and that require a signature shall be signed and certified as described in the Clean Water Act and the NREPA.

The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

The NREPA (Section 3115(2)) provides that a person who at the time of the violation knew or should have known that he or she discharged a substance contrary to this part, or contrary to a permit, COC, or order issued or rule promulgated under this part, or who intentionally makes a false statement, representation, or certification in an application for or form pertaining to a permit or COC or in a notice or report required by the terms and conditions of an issued permit or COC, or who intentionally renders inaccurate a monitoring device or record required to be maintained by the Department, is guilty of a felony and shall be fined not less than \$2,500.00 or more than \$25,000.00 for each violation. The court may impose an additional fine of not more than \$25,000.00 for each day during which the unlawful discharge occurred. If the conviction is for a violation committed after a first conviction of the person under this subsection, the court shall impose a fine of not less than \$25,000.00 per day and not more than \$50,000.00 per day of violation. Upon conviction, in addition to a fine, the court in its discretion may sentence the defendant to imprisonment for not more than 2 years or impose probation upon a person for a violation of this part. With the exception of the issuance of criminal complaints, issuance of warrants, and the holding of an arraignment, the circuit court for the county in which the violation occurred has exclusive jurisdiction. However, the person shall not be subject to the penalties of this subsection if the discharge of the effluent is in conformance with and obedient to a rule, order, permit, or COC of the Department. In addition to a fine, the attorney general may file a civil suit in a court of competent jurisdiction to recover the full value of the injuries done to the natural resources of the state and the costs of surveillance and enforcement by the state resulting from the violation.

#### 16. Electronic Reporting

Upon notice by the Department that electronic reporting tools are available for specific reports or notifications, the permittee shall submit electronically via MiWaters (<https://miwaters.deq.state.mi.us>) all such reports or notifications as required by this permit, on forms provided by the Department.

## PART II

### Section D. Management Responsibilities

#### 1. Duty to Comply

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit, more frequently than, or at a level in excess of, that authorized, shall constitute a violation of the permit.

It is the duty of the permittee to comply with all the terms and conditions of this permit. Any noncompliance with the Effluent Limitations, Special Conditions, or terms of this permit constitutes a violation of the NREPA and/or the Clean Water Act and constitutes grounds for enforcement action; for permit or COC termination, revocation and reissuance, or modification; or denial of an application for permit or COC renewal.

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

#### 2. Operator Certification

The permittee shall have the waste treatment facilities under direct supervision of an operator certified at the appropriate level for the facility certification by the Department, as required by Sections 3110 and 4104 of the NREPA. Permittees authorized to discharge storm water shall have the storm water treatment and/or control measures under direct supervision of a storm water operator certified by the Department, as required by Section 3110 of the NREPA.

#### 3. Facilities Operation

The permittee shall, at all times, properly operate and maintain all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes adequate laboratory controls and appropriate quality assurance procedures.

#### 4. Power Failures

In order to maintain compliance with the effluent limitations of this permit and prevent unauthorized discharges, the permittee shall either:

- a. provide an alternative power source sufficient to operate facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit; or
- b. upon the reduction, loss, or failure of one or more of the primary sources of power to facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit, the permittee shall halt, reduce or otherwise control production and/or all discharge in order to maintain compliance with the effluent limitations and conditions of this permit.

#### 5. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any adverse impact to the surface waters or groundwaters of the state resulting from noncompliance with any effluent limitation specified in this permit including, but not limited to, such accelerated or additional monitoring as necessary to determine the nature and impact of the discharge in noncompliance.

#### 6. Containment Facilities

The permittee shall provide facilities for containment of any accidental losses of polluting materials in accordance with the requirements of the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code). For a POTW, these facilities shall be approved under Part 41 of the NREPA.

#### 7. Waste Treatment Residues

## PART II

### Section D. Management Responsibilities

Residuals (i.e., solids, sludges, biosolids, filter backwash, scrubber water, ash, grit, or other pollutants or wastes) removed from or resulting from treatment or control of wastewaters, including those that are generated during treatment or left over after treatment or control has ceased, shall be disposed of in an environmentally compatible manner and according to applicable laws and rules. These laws may include, but are not limited to, the NREPA, Part 31 for protection of water resources, Part 55 for air pollution control, Part 111 for hazardous waste management, Part 115 for solid waste management, Part 121 for liquid industrial wastes, Part 301 for protection of inland lakes and streams, and Part 303 for wetlands protection. Such disposal shall not result in any unlawful pollution of the air, surface waters or groundwaters of the state.

#### 8. Right of Entry

The permittee shall allow the Department, any agent appointed by the Department, or the Regional Administrator, upon the presentation of credentials and, for animal feeding operation facilities, following appropriate biosecurity protocols:

- a. to enter upon the permittee's premises where an effluent source is located or any place in which records are required to be kept under the terms and conditions of this permit; and
- b. at reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect process facilities, treatment works, monitoring methods and equipment regulated or required under this permit; and to sample any discharge of pollutants.

#### 9. Availability of Reports

Except for data determined to be confidential under Section 308 of the Clean Water Act and Rule 2128 (R 323.2128 of the Michigan Administrative Code), all reports prepared in accordance with the terms of this permit and required to be submitted to the Department shall be available for public inspection via MiWaters (<https://miwaters.deq.state.mi.us>). As required by the Clean Water Act, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Clean Water Act and Sections 3112, 3115, 4106 and 4110 of the NREPA.

#### 10. Duty to Provide Information

The permittee shall furnish to the Department via MiWaters (<https://miwaters.deq.state.mi.us>), within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or the facility's COC, or to determine compliance with this permit. The permittee shall also furnish to the Department, upon request, copies of records required to be kept by this permit.

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

## PART II

### Section E. Activities Not Authorized by This Permit

#### 1. Discharge to the Groundwaters

This permit does not authorize any discharge to the groundwaters. Such discharge may be authorized by a groundwater discharge permit issued pursuant to the NREPA.

#### 2. POTW Construction

This permit does not authorize or approve the construction or modification of any physical structures or facilities at a POTW. Approval for the construction or modification of any physical structures or facilities at a POTW shall be by permit issued under Part 41 of the NREPA.

#### 3. Civil and Criminal Liability

Except as provided in permit conditions on "Bypass" (Part II.C.9. pursuant to 40 CFR 122.41(m)), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance, whether or not such noncompliance is due to factors beyond the permittee's control, such as accidents, equipment breakdowns, or labor disputes.

#### 4. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee may be subject under Section 311 of the Clean Water Act except as are exempted by federal regulations.

#### 5. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Clean Water Act.

#### 6. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize violation of any federal, state or local laws or regulations, nor does it obviate the necessity of obtaining such permits, including any other Department of Environment, Great Lakes, and Energy permits, or approvals from other units of government as may be required by law.



# BASIS FOR DECISION MEMO

Permit Processor: Matt Staron

Date: March 1, 2022

Permit No. MI0037427

Designated Site Name: Oakland Co-Acacia Park CSO RTB

Monitoring Point 103A: During the period beginning on the effective date of this permit and lasting until the expiration date of this permit, the permittee is authorized to discharge treated combined sewage from the retention basin from Monitoring Point 103A through Outfall 103 when the basin is full and wastewater flows exceed downstream interceptor capacity. Outfall 103 discharges to the Rouge River.

<u>Parameter</u>	<u>Maximum Limits for Quantity or Loading</u>				<u>Maximum Limits for Quality or Concentration</u>				<u>Monitoring Frequency</u>	<u>Sample Type</u>	<u>Basis for Limits</u>
	<u>Monthly</u>	<u>7-Day</u>	<u>Daily</u>	<u>Units</u>	<u>Monthly</u>	<u>7-Day</u>	<u>Event</u>	<u>Units</u>			
<u>Influent Characteristics</u>											
Flow	(report)	---	(report)	MGD	---	---	---	---	Daily	Report Total Daily Flow	PWJ
<u>Effluent Characteristics</u>											
Flow	(report)	---	(report)	MGD	---	---	---	---	Daily	Report Total Daily Flow	PWJ
Biochemical Oxygen Demand (BOD5)	---	---	---	---	(report)	---	(report)	mg/l	Event	See Permit	WQC
Total Suspended Solids (TSS)	---	---	---	---	(report)	---	(report)	mg/l	Event	See Permit	WQC
Ammonia Nitrogen (as N)	---	---	---	---	(report)	---	(report)	mg/l	Event	See Permit	WQC
Total Phosphorus (as P)	---	---	---	---	(report)	---	(report)	mg/l	Event	See Permit	WQC
Fecal Coliform Bacteria											
May – October	---	---	---	---	---	---	400	cts/100 ml	See Permit	Grab	WQS
November – April	---	---	---	---	---	---	1,000	cts/100 ml	See Permit	Grab	WQS
					<u>Event Average</u>						
Total Residual Chlorine (TRC)	---	---	---	---	2.0	---	(report)	ug/l	See Permit	Grab	WQC
					<u>Event Minimum</u>						
pH	---	---	---	---	(report)	---	(report)	S.U.	Daily	Grab	WQC

Designated Site Name: Oakland Co-Acacia Park CSO RTB

Permit No. MI0037427

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Dissolved Oxygen	---	---	---	---	(report)	---	---	mg/l	Daily	Grab	WQC
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**PERMIT CONDITIONS:**

Retention Treatment Basin (RTB Discharge Authorization, Monitoring Point 103A

Long-Term Combined Sewer Overflow Control Plan

**Quantification Levels and Analytical Methods for Selected Parameters**

Untreated or Partially Treated Sewage Discharge Reporting and Testing Requirements

Facility Contact

Monthly Operating Reports

Facilities and Sewerage System Operational Plan

**Work Group Participation**

**Post-Construction Storm Water Reduction and Controls.**

Storm Water Pollution Prevention (not required)

**NOTES:** The basin provides settling, skimming and disinfection for discharged flows. The basin is in compliance with the Department's definition of Adequate Treatment. The "new" influent and effluent limit and monitoring program was developed by District Staff in conjunction with RTB operators in SE Michigan.

**Limit Change Key**

Normal Type = existing requirement - carried over from previous version of permit

**Bold Type** = new requirement - not in previous version of permit

*Italic* = deleted requirement - not carried over from previous version of permit

**Basis for Limits Key**

BPJ - Best Professional Judgment of appropriate treatment technology-based effluent limits in the absence of applicable federal guidelines

WQC - Water Quality Concern

WQS - Water Quality Standard

PWJ - Permit Writer's Judgment

# STREETSBLOG

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## THUNDER ROAD: Car Noise Stokes Heart Attacks, Study Finds

By Eve Kessler | May 3, 2022 | [32 COMMENTS](#)



Holland Tunnel traffic inbound from New Jersey. The noise from such traffic can give you a heart attack, a study finds. Photo: Wikimedia Commons

**INFORMATION ONLY**





No wonder he called his big hit, “*Thunder Road*.”

All those heart-stopping car sounds — the roaring engines, blaring horns, screeching brakes and crunching metal that we must endure day and night — aren’t just a nuisance for people living in cities or near highways: They actually contribute to heart attacks, cardiovascular damage and higher rates of heart disease, according to a study of New Jersey residents by researchers at Rutgers’s Robert Wood Johnson Medical School.

So in addition to rising road deaths, cars are also killing us with their *noise*.

The [study](#) used state data to look at almost 16,000 Garden State residents hospitalized for a heart attack in 2018. It found that the heart-attack rate was 72 percent higher in areas with a lot of transportation noise (cars, but also air traffic; Attention: [Stop the Chop NYNJ](#)), with fully 5 percent of hospitalizations for heart attacks traceable to elevated transportation noise. It defined high-noise areas as those experiencing an average of more than 65 decibels — the level of a loud conversation — over the course of a day.

The ground-breaking study — which is among the first such efforts in the United States — aligns with [several European studies](#) and likely could be replicated in similarly dense, noisy urban areas.

“When people talk about pollution, they’re usually talking about particles in the air or water,” the study’s lead author, Dr. Abel Moreyra, said in a statement. “But there are other forms of pollution, and noise pollution is one of these.”



People living in noisy areas had 3,336 heart attacks per 100,000 population, compared with 1,938 heart attacks per 100,000 for those in quieter neighborhoods — meaning that traffic racket triggered about 1 in 20 New Jersey heart attacks (The Boss wasn't kidding when he called cars "suicide machines").



For a taste of the noise that Jersey drivers bring to New York, watch the video in the tweet below:

**REBRANDING DRIVING**  
@RebrandDriving



Listen to [@BrooklynSpoke](#) regale us with this heartwarming tale of traffic, gridlock & cars and how affects people around the streets where he works. Sit back for an excerpt of "Clusterf\*ck on Varick: The Case for Congestion Pricing" and bring ample tissues, you will need them!

Watch on Twitter

7:35 AM · Jul 16, 2018



[Read the full conversation on Twitter](#)

 31

 Reply

 Share this Tweet

[Read 6 replies](#)

“People intuitively know that noise from cars is unpleasant — given the choice, people prefer to live away from busy roads and few people enjoy having conversations or trying to concentrate on work as drivers lean on their horns outside — and this study does more than simply prove that their intuition is correct,” said street-safety activist Doug Gordon, who





is working on a noise-pollution project with Possible, the UK-based climate foundation. “It adds to the growing body of evidence that noise pollution generated by cars and traffic isn’t just annoying but unhealthy. It’s a reminder that *cities* aren’t loud; *cars* are loud.”



The study provides yet more evidence of the deleterious health effects of automobiles, which are destroying the planet as well as killing human beings and other animals. In New Jersey — the nation’s most densely populated state — transportation ranks as the largest source of greenhouse-gas emissions, and thus global warming, [contributing 41 percent of the total](#), according to the state Department of Environmental Protection. (In New York, [it’s the second-largest source](#), after buildings.) The [particulate matter spewed by cars causes asthma](#), another cause of premature death, which is highest in places full of highways. (Lookin’ at you, NJ Turnpike and I-80.) Not to mention that [traffic crashes are the leading cause of death for Americans under the age of 55](#) — and the leading cause of non-natural death for Americans traveling or residing abroad, the Centers for Disease Control and Prevention unhappily notes.

“As cardiologists, we are used to thinking about many traditional risk factors such as smoking, hypertension or diabetes,” Moreyra added. “This study and others suggest maybe we should start thinking about air pollution and noise pollution as additional risk factors for cardiovascular disease” because of their association with chronic stress, sleep disturbances and anxiety and depression, all of which can affect cardiovascular health.

The study did not analyze the data for demographic or socioeconomic differences or account for other health risks, suggesting further avenues for research. Moreyra said that better noise insulation for buildings, low-noise tires for vehicles, enforcement of noise laws, infrastructure such as sound walls that block road noise, and rules for air traffic, could help mitigate the effects of noise pollution.

Of course, people *could get out of their cars and take public transit* — which would help with emissions, too (though toll-addicted agencies such as the [Turnpike Authority](#) and [Port Authority of New York and New Jersey](#) have an interest in keeping Jerseyans driving).

So clearly Bruce Springsteen [had it wrong](#): it’s death, not redemption, that’s beneath that dirty hood.

