

**BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
JANUARY 27, 2025
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

APPOINTMENTS

A. Ad Hoc Senior Rec Committee

1. Damion Norton

To appoint _____ to the Ad Hoc Senior/Recreation Center Committee to serve the remainder of a three-year term to expire March 4, 2027.

B. Environmental Sustainability

1. Trenton Chapman

To appoint _____ as a regular member to the Environmental Sustainability Committee (ESC) to serve a one-year term to expire February 1, 2026.

To appoint _____ as an alternate member to the Environmental Sustainability Committee (ESC) to serve a two-year term to expire February 1, 2027.

To appoint _____ as an alternate member to the Environmental Sustainability Committee (ESC) to serve a one-year term to expire February 1, 2026.

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.

* Minutes from the Long Range Planning meeting held on January 25, 2025 will be presented at the February 10, 2025 City Commission meeting.

- A. Resolution to approve the City Commission workshop meeting minutes of January 13, 2025.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 16, 2025 in the amount of \$998,076.04.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 23, 2025 in the amount of \$2,825,446.13.
- D. Resolution to set a public hearing date of February 24, 2025 to consider the Special Land Use Permit Amendment for 111 Henrietta to transfer ownership and update the Special Land Use Permit to the proposed new owner, 111 Brooklyn Bham, LLC.
- E. Resolution to approve a Special Event Permit as requested by Common Ground to hold the Birmingham Street Art Fair on September 13 and 14, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- F. Resolution to approve the recognition of Pediatric Retinal Research Foundation, 1221 Bowers St. Unit 1926, Birmingham, MI 48012, as a 501(c)(3) non-profit organization for the purpose of obtaining a State of Michigan Raffle License with the State of Michigan Charitable Gaming Division. Furthermore, to authorize the City Clerk to complete the Qualification Information Form and forward it to the Charitable Gaming Division in Lansing, MI.
- G. Resolution to amend the previous poverty exemption resolution to incorporate a new provision, adding a 75% reduction in taxable value to the form, along with an explanation of how the requested percentage reduction(s) will be calculated and applied when granting a poverty exemption. In addition, to authorize the Mayor and City Clerk to sign the resolution on behalf of the City.

VI. CITY MANAGER'S REPORT

The City Manager's Report regularly occurs on the second City Commission meeting of the month. Additionally, reports from prior months can be viewed on the City's [website bhamgov.org/manager](http://www.bhamgov.org/manager).

- A. January 2025 City Manager's Report

VII. UNFINISHED BUSINESS

None.

VIII. NEW BUSINESS

- A. Public Hearing - Confirmation of SAD Roll 913 2025 Cape Seal Program
 - 1. Make a motion adopting a resolution confirming Special Assessment Roll 913 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 913, has been heretofore prepared 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 after the time of construction; and

WHEREAS, the Commission Resolution 01-008-25 provided it would meet this 27th day of January, 2025 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this January 27, 2025, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll;

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 913 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 assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that the special assessment shall be payable in five (5) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of eight and one half percent (8.50%) on all unpaid installments.

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
1936205040	280 Daines Street	\$ 539.95
1936205021	-	\$ 1,259.88
1936205026	442 S Old Woodward Avenue	\$ 3,043.15
1936205041	444 S Old Woodward Avenue	\$ 6,548.50
1936205005	645 Purdy Street	\$ 3,039.55
1936205008	-	\$ 1,439.86
1936205034	566 Ann Street	\$ 1,676.72
1936205015	393 E Frank Street	\$ 1,005.79
2030477001	2616 Dorchester Road	\$ 1,799.83
2030477002	2630 Dorchester Road	\$ 1,799.83
2030477003	2648 Dorchester Road	\$ 1,799.83
2030477004	2676 Dorchester Road	\$ 1,799.83
2030477005	2694 Dorchester Road	\$ 1,799.83
2030477006	2710 Dorchester Road	\$ 1,799.83
2030477007	2736 Dorchester Road	\$ 1,889.82
2030477008	2754 Dorchester Road	\$ 1,673.84

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
2030477009	2760 Dorchester Road	\$ 1,835.83
2030477010	2792 Dorchester Road	\$ 2,159.79
2030477011	2802 Dorchester Road	\$ 2,159.79
2030477012	2822 Dorchester Road	\$ 2,159.79
2030477013	2846 Dorchester Road	\$ 2,159.79
2030477014	2868 Dorchester Road	\$ 2,159.79
2030477015	2896 Dorchester Road	\$ 2,267.78
2030476018	2615 Dorchester Road	\$ 1,691.84
2030476019	2635 Dorchester Road	\$ 1,691.84
2030476020	2647 Dorchester Road	\$ 1,691.84
2030476021	2663 Dorchester Road	\$ 1,691.84
2030476022	2681 Dorchester Road	\$ 1,691.84
2030476023	2711 Dorchester Road	\$ 1,691.84
2030476024	2735 Dorchester Road	\$ 1,691.84
2030476025	2757 Dorchester Road	\$ 1,691.84
2030476026	2761 Dorchester Road	\$ 1,691.84
2030476027	2789 Dorchester Road	\$ 1,691.84
2030476028	2797 Dorchester Road	\$ 1,691.84
2030476029	2807 Dorchester Road	\$ 1,691.84
2030476030	2829 Dorchester Road	\$ 1,691.84
2030476031	2845 Dorchester Road	\$ 1,691.84
2030476032	2851 Dorchester Road	\$ 1,655.84
2030476033	2887 Dorchester Road	\$ 1,619.85
2030476034	2895 Dorchester Road	\$ 1,619.85
1936301007	1365 Southfield Road	\$ 952.85
1936301014	1360 Shipman Boulevard	\$ 1,376.34
1936305001	1407 Southfield Road	\$ 952.85
1936305005	1404 Shipman Boulevard	\$ 1,376.34
2031102013	1598 Yosemite Boulevard	\$ 1,566.91
2031102039	1583 Villa Road	\$ 1,408.10
2031127001	1610 Yosemite Boulevard	\$ 1,566.91
2031127012	1611 Villa Road	\$ 1,408.10
2030455001	2020 Yorkshire Road	\$ 2,699.74
2030455002	2046 Yorkshire Road	\$ 2,699.74
2030455003	2064 Yorkshire Road	\$ 2,699.74
2030455004	2092 Yorkshire Road	\$ 2,699.74
2030455005	2112 Yorkshire Road	\$ 2,699.74
2030455006	2140 Yorkshire Road	\$ 2,699.74
2030455007	2168 Yorkshire Road	\$ 2,699.74

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
2030455008	2192 Yorkshire Road	\$ 2,699.74
2030455009	2220 Yorkshire Road	\$ 2,699.74
2030455010	2252 Yorkshire Road	\$ 2,699.74
2030455011	2280 Yorkshire Road	\$ 2,699.74
2030456001	2324 Yorkshire Road	\$ 2,699.74
2030456002	2350 Yorkshire Road	\$ 2,699.74
2030456003	2380 Yorkshire Road	\$ 2,699.74
2030456004	2420 Yorkshire Road	\$ 2,699.74
2030456005	2440 Yorkshire Road	\$ 2,699.74
2030456006	2474 Yorkshire Road	\$ 2,699.74
2030456007	2488 Yorkshire Road	\$ 2,699.74
2030456008	2510 Yorkshire Road	\$ 2,699.74
2030456009	2540 Yorkshire Road	\$ 2,699.74
2030456010	2576 Yorkshire Road	\$ 2,699.74
2030456011	2588 Yorkshire Road	\$ 2,699.74
2030478001	2614 Yorkshire Road	\$ 2,699.74
2030478002	2650 Yorkshire Road	\$ 2,699.74
2030478003	2698 Yorkshire Road	\$ 2,699.74
2030478072	2730 Yorkshire Road	\$ 2,699.74
2030478073	2744 Yorkshire Road	\$ 2,699.74
2030478006	2756 Yorkshire Road	\$ 2,699.74
2030478037	2794 Yorkshire Road	\$ 2,699.74
2030478038	2810 Yorkshire Road	\$ 2,699.74
2030478039	2850 Yorkshire Road	\$ 2,699.74
2030478008	2866 Yorkshire Road	\$ 2,699.74
2030478009	2898 Yorkshire Road	\$ 2,591.75
2030453012	2029 Yorkshire Road	\$ 2,699.74
2030453013	2043 Yorkshire Road	\$ 2,699.74
2030453014	2057 Yorkshire Road	\$ 2,699.74
2030453015	2095 Yorkshire Road	\$ 2,699.74
2030453016	2113 Yorkshire Road	\$ 2,699.74
2030453017	2139 Yorkshire Road	\$ 2,699.74
2030453018	2165 Yorkshire Road	\$ 2,699.74
2030453019	2187 Yorkshire Road	\$ 2,699.74
2030453020	2219 Yorkshire Road	\$ 2,699.74
2030453021	2251 Yorkshire Road	\$ 2,699.74
2030453022	2279 Yorkshire Road	\$ 2,699.74
2030454012	2323 Yorkshire Road	\$ 2,699.74
2030454013	2351 Yorkshire Road	\$ 2,699.74

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
2030454014	2379 Yorkshire Road	\$ 2,699.74
2030454015	2419 Yorkshire Road	\$ 2,699.74
2030454016	2441 Yorkshire Road	\$ 2,699.74
2030454017	2467 Yorkshire Road	\$ 2,699.74
2030454018	2489 Yorkshire Road	\$ 2,699.74
2030454019	2521 Yorkshire Road	\$ 2,699.74
2030454020	2535 Yorkshire Road	\$ 2,699.74
2030454021	2565 Yorkshire Road	\$ 2,699.74
2030454022	2597 Yorkshire Road	\$ 2,699.74
2030477017	2613 Yorkshire Road	\$ 2,699.74
2030477018	2649 Yorkshire Road	\$ 2,699.74
2030477019	2695 Yorkshire Road	\$ 2,699.74
2030477020	2717 Yorkshire Road	\$ 2,699.74
2030477021	2739 Yorkshire Road	\$ 2,519.76
2030477022	2765 Yorkshire Road	\$ 2,879.73
2030477023	2795 Yorkshire Road	\$ 2,699.74
2030477024	2811 Yorkshire Road	\$ 2,699.74
2030477025	2833 Yorkshire Road	\$ 2,699.74
2030477026	2863 Yorkshire Road	\$ 2,699.74
2030477027	2897 Yorkshire Road	\$ 2,591.75
2031101036	1609 Yosemite Boulevard	\$ 3,059.71
2031101037	1635 Yosemite Boulevard	\$ 2,411.77
2031101038	1659 Yosemite Boulevard	\$ 2,411.77
2031101039	1671 Yosemite Boulevard	\$ 2,375.77
2031101040	1691 Yosemite Boulevard	\$ 2,231.79
2031101041	1721 Yosemite Boulevard	\$ 2,267.78
2031101042	1745 Yosemite Boulevard	\$ 2,267.78
2031101043	1765 Yosemite Boulevard	\$ 2,231.79
2031101044	1795 Yosemite Boulevard	\$ 2,213.79
2031127001	1610 Yosemite Boulevard	\$ 2,159.79
2031127002	1644 Yosemite Boulevard	\$ 2,699.74
2031127023	1660 Yosemite Boulevard	\$ 2,699.74
2031127024	1678 Yosemite Boulevard	\$ 2,699.74
2031127007	1714 Yosemite Boulevard	\$ 2,699.74
2031127026	-	\$ 1,799.83
2031127027	1756 Yosemite Boulevard	\$ 1,799.83
2031127010	1774 Yosemite Boulevard	\$ 1,799.83
2031127011	1792 Yosemite Boulevard	\$ 2,213.79
		\$ 307,019.38

Street Spray Patching and Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
2030451001	2010 Buckingham Ave	\$ 922.34
2030451002	2032 Buckingham Ave	\$ 1,037.31
2030451003	2060 Buckingham Ave	\$ 1,037.31
2030451004	2080 Buckingham Ave	\$ 1,037.31
2030451005	2106 Buckingham Ave	\$ 1,037.31
2030451006	2120 Buckingham Ave	\$ 1,037.31
2030451007	2144 Buckingham Ave	\$ 1,037.31
2030451008	2152 Buckingham Ave	\$ 1,037.31
2030451009	2182 Buckingham Ave	\$ 1,037.31
2030451010	2220 Buckingham Ave	\$ 1,037.31
2030451011	2238 Buckingham Ave	\$ 1,037.31
2030451012	2250 Buckingham Ave	\$ 1,037.31
2030451013	2282 Buckingham Ave	\$ 1,613.89
2030406001	Pembroke Park	\$ -
2030406002	2316 Windemere Road	\$ 545.81
2030406018	2305 Buckingham Avenue	\$ 727.34
2030452001	2306 Buckingham Avenue	\$ 759.17
2030452017	2317 Dorchester Road	\$ 759.17
2030451013	2282 Buckingham Avenue	\$ 759.17
2030451028	2291 Dorchester Road	\$ 759.17
2030406001	Pembroke Park	\$ -
2031102001	1122 Yosemite Boulevard	\$ 1,728.85
2031102002	1166 Yosemite Boulevard	\$ 1,728.85
2031102003	1224 Yosemite Boulevard	\$ 1,728.85
2031102004	1248 Yosemite Boulevard	\$ 1,728.85
2031102005	1260 Yosemite Boulevard	\$ 1,728.85
2031102006	1348 Yosemite Boulevard	\$ 1,728.85
2031102007	1366 Yosemite Boulevard	\$ 2,161.07
2031102008	1420 Yosemite Boulevard	\$ 2,161.07
2031102009	1446 Yosemite Boulevard	\$ 1,728.85
2031102010	1498 Yosemite Boulevard	\$ 1,728.85
2031102011	1524 Yosemite Boulevard	\$ 1,728.85
2031102012	1556 Yosemite Boulevard	\$ 1,728.85
2031102013	1598 Yosemite Boulevard	\$ 1,728.85
2031101023	1111 Yosemite Boulevard	\$ 1,728.85
2031101024	1171 Yosemite Boulevard	\$ 1,728.85
2031101025	1231 Yosemite Boulevard	\$ 1,728.85
2031101026	1253 Yosemite Boulevard	\$ 1,728.85

Street Spray Patching and Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
2031101027	1291 Yosemite Boulevard	\$ 1,728.85
2031101028	1333 Yosemite Boulevard	\$ 1,728.85
2031101029	1387 Yosemite Boulevard	\$ 2,161.07
2031101030	1419 Yosemite Boulevard	\$ 2,161.07
2031101031	1447 Yosemite Boulevard	\$ 1,728.85
2031101032	1493 Yosemite Boulevard	\$ 1,728.85
2031101033	1525 Yosemite Boulevard	\$ 1,728.85
2031101034	1551 Yosemite Boulevard	\$ 1,728.85
2031101035	1595 Yosemite Boulevard	\$ 2,161.07
		\$ 65,367.80

- B. Resolution to award the 2025 Cape Seal Program #5-25 (P) to Highway Maintenance & Construction Co. in the amount of \$500,477.75 and a 10% construction contingency for a total of \$550,525.53. In addition, to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all insurance and bond requirements by Highway Maintenance & Construction Co.. Funding for this project has been budgeted in the following account:

Fund Account	Fund ID #	Proj. Award	10% Cont.	Total
Local Street Fund	203.0-449.001-981.0100	\$500,477.75	\$50,047.78	\$550,525.53

AND

To approve the appropriation and amendment of the fiscal year 2024/2025 Local Streets Fund budget as follows:

Local Street Fund:

Revenues:

203.0-000.000-400.0000	Draw from Fund Balance	\$190,530
Total Revenue		\$190,530

Expenditures:

203.0-449.001-981.0100	Public Improvement	\$190,530
Total Expenses		\$190,530

- C. Resolution to approve BCT Design Group to proceed to the "concept design phase" of the Interior/Exterior Design Services project.
- D. Resolution to approve the use of the term Birmingham Senior and Community Center in reference to the proposed new building at 400 E. Lincoln, as recommended by the Ad Hoc Senior/Recreation Center Committee.

OR

Make a motion adopting a resolution to approve the use of the term _____ in reference to the proposed new building at 400 E. Lincoln.

- E. Resolution to approve in concept the draft Agreement for Tenancy for Next, a 501(c)(3) providing senior services to the residents of Birmingham and surrounding communities.

AND

To approve in concept the draft Agreement for Tenancy for YMCA, a 501(c)(3) providing senior services to the residents of Birmingham and surrounding communities.

- F. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.
- G. Commission discussion on items from a prior meeting.

IX. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

XI. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Review of ADA Curb Ramp Project – Completion Report

INFORMATION ONLY

XII. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760

You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-3405 (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 AD HOC SENIOR/RECREATION CENTER COMMITTEE

At the regular meeting of Monday, January 27, 2025, the Birmingham City Commission intends to appoint one regular member to the Ad Hoc Senior/Recreation Center Committee to serve the remainder of a three-year term to expire March 4, 2027.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, January 22, 2025. 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.

Responsibilities

The function of the Ad Hoc Senior/Recreation Center Committee (SCC) is to provide oversight and input on the planning and development of a senior/recreation center at 400 E. Lincoln, and to provide recommendations throughout the process to the City Commission. The duties of the SCC include, but are not limited to:

- Crafting the project vision, goals and objectives
- Preparing the project process outline and estimated timeline
- Reviewing final needs analysis report
- Evaluating concept plan options and recommending the preferred option
- Outlining the parameters and applicable regulations for site plan and design review
- Conducting final site plan and design review
- Reviewing potential funding options
- Recommending the use of consultants for design and/or build services
- Drafting RFPs for final design, construction plan preparation and/or construction

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	Members must be electors in the City of Birmingham.
Damion Norton	4.5-year resident and professional assistant project manager who currently coaches at the YMCA.

SUGGESTED ACTION:

To appoint _____ to the Ad Hoc Senior/Recreation Center Committee to serve the remainder of a three-year term to expire March 4, 2027.

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.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#46]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Wed, Jan 8, 2025 at 10:50 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Ad Hoc Senior/Recreation Center Committee
Specific Category/Vacancy on Board (see below)	No vacancy...but i'd like to stay informed if a vacancy arises.
Name	Damion Norton
Residential Address	 1415 Lenox Bloomfield Hills, MI 48304 United States
Business Address	 1415 Lenox Bloomfield Hills, MI 48304 United States
Phone Number *	(313) 720-5795
Email 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.	dnorton@brinkergroup.com
Length of Residence	4.5 years
Occupation	Assistant Project Manager
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I am very interested in this position because I would love to see the new Birmingham YMCA constructed safely, on time, and under budget. One of the thing enjoy most outside of family and work, is coaching at the YMCA. The staff and community at the Y is amazing...and I feel like the new YMCA needs to be done correctly to continue the greatness in that community.
List your related employment experience	I worked at Whiting-Turner immediately after graduating from Ferris State University. After that, I worked for Lewis Contractors. I then began to work for MCN Build. All of these jobs were in the Baltimore, Maryland area. I moved back to the to Michigan and have been in Bloomfield Hills for the past 4.5 years and am currently employed with LS Brinker.
List your related community activities	I currently coach the 10-11 year old YMCA boys/girls basketball team and I am assistant coach of the boys/girls 6-7 year old basketball team.
List your related educational experience	I attended Ferris State University and graduated in 2008. I have 15 years of construction experience.

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

No.

Do you currently have a relative serving on the board/committee to which you have applied?

No

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

No



Ad Hoc Senior/Recreation Center

Resolution # 03-061-24

Terms: 3 years

Members: Nine members representing the City Commission, various City boards, Birmingham NEXT, and the Birmingham YMCA. The board shall also have one non-voting student member. A majority of the members shall be residents of Birmingham and qualified voters. Staff from the Managers Office will serve as ex-officio member(s) of the committee.

Duties: The function of the Ad Hoc Senior/Recreation Center Committee (SCC) is to provide oversight and input on the planning and development of a senior/recreation center at 400 E. Lincoln, and to provide recommendations throughout the process to the City Commission. The duties of the SCC include, but are not limited to:

- Crafting the project vision, goals and objectives
- Preparing the project process outline and estimated timeline
- Reviewing final needs analysis report
- Evaluating concept plan options and recommending the preferred option
- Outlining the parameters and applicable regulations for site plan and design review
- Conducting final site plan and design review
- Reviewing potential funding options
- Recommending the use of consultants for design and/or build services
- Drafting RFPs for final design, construction plan preparation and/or construction

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Baller	Clinton	(248) 703-8365	11/18/2024	3/4/2027
822 Shirley		<i>cballer@bhamgov.org</i>	City Commissioner	

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Braun	Cris			3/4/2027 NEXT Representative
Dix	Evan		6/3/2024 Student	3/4/2027
Ecker	Jana	(248) 530-1808 <i>Jecker@bhamgov.org</i>	3/18/2024 City Manager	3/4/2027
Graham 884 Knox	Pam	(248) 408-6277 <i>pamcracker@gmail.com</i>	3/18/2024 Parks and Recreation Board Member	3/4/2027
Koseck 2441 Dorchester	Bert	(248) 302-4018 <i>bkoseck@comcast.net</i>	3/18/2024 Architect	3/4/2027
Long	Anthony		4/8/2024 City Commissioner	3/4/2027
Plocharczyk	Kelly		3/18/2024 YMCA Representative	3/4/2027
Rogers 2409 Buckingham Ave	Donald	(313) 820-0987 <i>donrogers4420@gmail.com</i>	3/18/2024 Construction Contractor	3/4/2027

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Share	Daniel	(248) 642-7340	3/18/2024	3/4/2027
1040 Gordon		<i>dshare@bsdd.com</i>	Planning Board Member	
Vacated	1/1/2025		Engineer	3/4/2027



03-061-24

Resolution to establish the Ad Hoc Senior/Recreation Center Committee for a term of 3 years, and to direct the City Manager to serve as an ex-officio member of the committee to facilitate the oversight and provision of input on the planning and development of a senior/recreation center at 400 E. Lincoln.

Moved By: Commissioner Baller

Seconded By: Commissioner Host

PRESENT: Mayor McLain, Commissioners Baller, Haig, Host, Long, Longe.

ABSENT: Mayor Pro Tem Schafer.

Passed, adopted and approved this 4th day of March, 2024.

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

Nays, None

CERTIFICATION

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 March 4, 2024.

Alexandria D. Bingham, City Clerk



NOTICE OF INTENTION TO APPOINT TO THE ENVIROMENTAL SUSTAINABILITY COMMITTEE

At the regular meeting of Monday, January 27, 2025, the Birmingham City Commission intends to appoint to the Environmental Sustainability Committee (ESC) one regular member and two alternate members for the following terms:

- One regular member to serve a 1-year term expiring February 1, 2026
- One alternate member to serve a 2-year term expiring February 1, 2027
- One alternate member to serve a 1-year term expiring February 1, 2026

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, January 22, 2025. 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.

Board Duties

The Environmental Sustainability Committee (ESC) is a non-administrative board serving solely in an advisory capacity. In that capacity, the ESC may make recommendations to the City Commission but may not assume any legislative or administrative authority of the City Commission or any department or board established by the City Commission except as specifically provided in this chapter. The Environmental Sustainability Committee is not authorized to expend City funds.

The ESC consists of seven regular members and two alternate members appointed by the City Commission. Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and storm water, solid waste, and environmental law. The Planning Director and the City Manager, or their authorized representatives, shall be ex officio members of the Environmental Sustainability Committee and shall have all rights of membership thereon, except the right to vote.

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



Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and storm water, solid waste, and environmental law.
Trenton Chapman	4-year resident and small business owner who studied sustainability at Arizona State University.

SUGGESTED ACTION:

To appoint _____ as a regular member to the Environmental Sustainability Committee (ESC) to serve a one-year term to expire February 1, 2026.

To appoint _____ as an alternate member to the Environmental Sustainability Committee (ESC) to serve a two-year term to expire February 1, 2027.

To appoint _____ as an alternate member to the Environmental Sustainability Committee (ESC) to serve a one-year term to expire February 1, 2026.

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.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#47]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Wed, Jan 15, 2025 at 4:19 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Environmental Sustainability Committee
Specific Category/Vacancy on Board (see below)	Regular Member to serve a 2 year term expiring 2/1/27
Name	Trenton Chapman
Residential Address	 1164 Holland St Birmingham, Michigan 48009 United States
Business Address	 33319 Grand River Avenue Farmington, MI 48336 United States
Phone Number *	(248) 842-0621
Email	tchap2015@gmail.com
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.	
Length of Residence	4 years
Occupation	Small Business Owner

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

I have lived in the suburban Detroit area most of my life, in Farmington Hills, Royal Oak, Plymouth and most recently Birmingham. It is my view that Birmingham can be and should be the leading city in Michigan when it comes to sustainable action and investment. Birmingham has an highly engaged residential base, a robust small business community, and the financial and human capital available to put towards projects that both reduce the ecological footprint of the city and create cost savings for taxpayers.

I have studied Sustainability as an undergraduate at Arizona State University, earning a B.A. in Sustainability. My path has taken me into the world of small business, where I currently own and operate a coffee roastery located in Farmington, Michigan.

Sustainability is a field that requires many trade offs, making it susceptible to conflict and potentially unfair policies being implemented. I believe that the entire community, including residents, workers, business owners, and government officials need to be engaged in not only the large ideas that would drive sustainable action in our city, but also the small everyday habits that will help to achieve these goals.

List your related employment experience	Small Business Owner - Ground Control Coffee Roasters, Farmington, MI. Sustainability Fellow - Starbucks Coffee Company Vertical Urban Farmer - Green Spirit Farms, New Buffalo, MI Chef - Main Street Ventures, Ann Arbor, MI
List your related community activities	I often enjoy running community road races such as the Firecracker Mile in Clawson, Michigan each year on the 4th of July . I have also Volunteered with both Gleaners Community Food Bank and Forgotten Harvest in multiple capacities, most recently as a Culinary Instructor for the Cooking Matters program which teaches nutrition and cooking skills to underserved community members in the Detroit area.
List your related educational experience	B.A. Sustainability - Arizona State University, Tempe, AZ A.A.S Culinary Arts - Schoolcraft College, Livonia, MI
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



Environmental Sustainability Committee

10-566-24
Terms: 3-years

Members: The ESC shall consist of seven regular members and two alternate members appointed by the City Commission who reside within City limits. Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and storm water, solid waste, and environmental law. The Planning Director and the City Manager, or their authorized representatives, shall be ex officio members of the Environmental Sustainability Committee and shall have all rights of membership thereon, except the right to vote.

Duties: The Environmental Sustainability Committee is a non-administrative board serving solely in an advisory capacity. In that capacity, the committee may make recommendations to the City Commission but may not assume any legislative or administrative authority of the City Commission or any department or board established by the City Commission except as specifically provided in this chapter. The Environmental Sustainability Committee is not authorized to expend City funds.

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address				
E-Mail				
Bell	A. Harvey	(248) 047-0960	12/16/2024	2/1/2028
848 Pleasant			regular	
<i>ahbell4@gmail.com</i>				
Blizinski	Leah			
151 Martin			Department of Planning, Ex-officio Member	
<i>lblizinski@bhamgov.org</i>				
Coatta	Melissa			
151 Martin St			Department of Engineering, Ex-officio Member	
<i>mcoatta@bhamgov.org</i>				

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address				
E-Mail				
Edwards	Lara	(734) 717-8914	1/13/2025	2/1/2027
1636 Bowers			regular	
<i>lmedwards08@gmail.com</i>				
Fairbairn	Melissa			
151 Martin St			Assistant City Manager, Ex-officio	
<i>mfairbairn@bhamgov.org</i>			Member	
Horner	Debra	(248) 854-4411	12/16/2024	2/1/2027
1800 Pine			regular	
<i>dhorner@umich.edu</i>				
Mercurio	Joseph	(248) 568-4656	12/16/2024	2/1/2028
1060 Lake Park			regular	
<i>jfm248@gmail.com</i>				
Newman	Jessica	(224) 229-7868	12/16/2024	2/1/2028
421 Madison			regular	
<i>jessica.m.newman@gmail.com</i>				
Rubino	Sara	(248) 219-7950	1/13/2025	2/1/2026
2008 Pembroke			regular	
<i>rubinos@oakgov.com</i>				
Vacant				2/1/2026
			regular	

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address				
E-Mail				
Vacant			alternate	2/1/2027
Vacant			alternate	2/1/2026

Zielinski Scott

151 Martin St

szielinski@bhamgov.org

Department of Public Services, Ex-officio Member

CITY OF BIRMINGHAM
ORDINANCE NO. **2509**

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 82. – PLANNING, TO ADD ARTICLE VI. – ENVIRONMENTAL SUSTAINABILITY COMMITTEE.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 82. – Planning, Article VI. – Environmental Sustainability Committee:

ARTICLE VI. – ENVIRONMENTAL SUSTAINABILITY COMMITTEE

Sec. 82-107. – Composition.

- a) The Environmental Sustainability Committee shall consist of seven (7) regular members. Each member of the committee shall reside within the City limits. Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and stormwater, solid waste, and environmental law.
- b) The City Commission may appoint two (2) alternate members to serve as needed on the Environmental Sustainability Committee during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the Environmental Sustainability Committee in the absence of a regular member. An alternate member shall have the same voting rights as a regular member of the Environmental Sustainability Committee when seated in the place of a regular member.
- c) The Planning Director and the City Manager, or their authorized representatives, shall be ex officio members of the Environmental Sustainability Committee and shall have all rights of membership thereon, except the right to vote.

Sec. 82-108. – Terms.

- a) Members of the Environmental Sustainability Committee shall be appointed by the City Commission for terms of office of three (3) years; except that two members of the first board shall be appointed to serve for a term of one year, two for terms of two years, and three for terms of three years. All members shall hold office until their successors are appointed. A vacancy occurring in the membership of the Environmental Sustainability Committee for any cause shall be filled by a person appointed by the City Commission for the duration of the unexpired term.

Sec. 82-109. – Organization and meetings.

- a) The Committee shall, from its appointed members, elect a chairperson and vice-chairperson. Each officer will serve a one-year term and may be re-elected. The chairperson shall preside over the Committee and shall have a right to vote. The vice-chairperson shall, in the case of absence or disability of the chairperson, perform the duties of the chairperson. The Planning Director or an authorized representative shall act as secretary of the Committee and shall keep a record of all its proceedings.
- b) At least four (4) voting members of the Environmental Sustainability Committee shall constitute a quorum for the transaction of its business.
- c) All meetings of the Environmental Sustainability Committee shall be open to the public, and any person or their duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the Environmental Sustainability Committee makes its decision.
- d) The concurring affirmative vote of four (4) members of the Environmental Sustainability Committee shall be required for approval of any resolution, motion or other action by the Environmental Sustainability Committee.
- e) The Environmental Sustainability Committee shall hold meetings at such time and place as may be established by the Committee.

Sec. 82-110. – Scope of authority.

- a) The Environmental Sustainability Committee is a non-administrative board serving solely in an advisory capacity. In that capacity, the committee may make recommendations to the City Commission but may not assume any legislative or administrative authority of the City Commission or any department or board established by the City Commission except as specifically provided in this chapter. The Environmental Sustainability Committee is not authorized to expend City funds.

Sec. 82-111. – Purpose and duties.

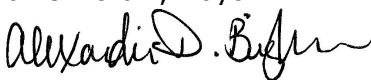
The purpose of the Environmental Sustainability Committee shall be to assist in instituting policies and practices that enhance the natural & built environment, improve quality of life, and foster equity & resiliency in the City and to advise the City Commission on the implementation of the Birmingham Green: Healthy Climate Plan, including reviewing project phasing and budgeting. In furtherance of its purpose, the Committee shall endeavor to provide (but is not limited to) the following:

- 1) Support to the Planning Board, Multi-Modal Transportation Board, Historic District Commission, or other boards or commissions regarding the sustainable development of the City.
- 2) Perform reviews and updates of the Birmingham Green: Healthy Climate Plan.
- 3) When requested by the City Manager or Planning Director, an objective and technical evaluation of public development projects.
- 4) When requested by the City Commission or Planning Board, an objective and technical evaluation of private development plans.
- 5) Updated greenhouse gas inventories.
- 6) Education and training opportunities for Birmingham residents and stakeholders.
- 7) Not later than April 1 of each year, the Environmental Sustainability Committee shall prepare and submit to the City Manager a tentative outline of its program for the ensuing year.

Ordained this 7 day of October, 2024. Effective upon publication.

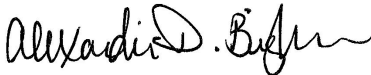


Elaine McLain, Mayor



Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held Monday, October 7, 2024 and that a summary was published Sunday, December 1, 2024.



Alexandria D. Bingham, City Clerk

Birmingham City Commission Minutes
January 13, 2025
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/1046583745>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor Longe
Commissioner Emerine
Commissioner Haig
Commissioner Host
Commissioner Long
Commissioner Schafer

Absent: MPT Baller

Staff: City Manager Ecker; City Clerk Bingham, Planning Director Dupuis, Assistant City Manager Fairbairn, Parking Systems Manager Ford, Police Chief Grewe, Building Official Johnson, City Attorney Kucharek

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

Announcements

Appointments

01-001-25 Temporary Mayor Pro Tem

MOTION: Motion by Long:

To nominate Commissioner Katie Schafer to act as Mayor Pro Tem this evening in Commissioner Baller's absence.

VOICE VOTE: Ayes, Commissioner Long
Commissioner Emerine
Commissioner Host
Commissioner Haig
Commissioner Schafer
Mayor Longe

Nays, None

01-002-25 Environmental Sustainability Committee

Lara Edwards was interviewed for the appointment.

MOTION: Motion by Long:

To appoint Lara Edwards as a regular member to the Environmental Sustainability Board to serve a two-year term to expire February 1, 2027.

VOICE VOTE: Ayes, Commissioner Emerine
Commissioner Host
Commissioner Haig
tMPT Schafer
Mayor Longe
Commissioner Long

Nays, None

01-003-25 Environmental Sustainability Committee

Sara Rubino was interviewed for the appointment.

MOTION: Motion by Host:

To appoint Sara Rubino as a regular member to the Environmental Sustainability Board to serve a one-year term to expire February 1, 2026.

Commissioner comments were as follows:

- Both Ms. Edwards and Ms. Rubino were outstanding candidates.
- City staff should still be making an effort to recruit individuals who expressed interest in the ad hoc iteration of the sustainability board, including an individual who works in sustainability at Ford.

VOICE VOTE: Ayes, Commissioner Emerine
Commissioner Host
Commissioner Haig
tMPT Schafer
Mayor Longe
Commissioner Long

Nays, None

01-004-25 Advisory Parking Committee

William Kolb was interviewed for the appointment.

MOTION: Motion by Host:

To appoint William Kolb to the Advisory Parking Committee as an alternate member to serve a three-year term to expire September 4, 2026.

Commissioner comments were as follows:

- As part of his previous professional position, Mr. Kolb rented a significant number of parking spaces in the Chester Street structure.

VOICE VOTE: Ayes, Commissioner Emerine
 Commissioner Host
 Commissioner Haig
 tMPT Schafer
 Mayor Longe
 Commissioner Long

Nays, None

Housing Board of Appeals

In light of Tony Tayar's absence, this board appointment was postponed. It was noted that other applicants remained welcome to apply as well.

CC Bingham swore in the present appointees.

Staff Introductions

Building Department

Jeff Zielke, Building Official Designee

Andrew Erikson, Assistant Building Official

Engineering Department

Mark Akram

Bryan Hardy

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

David Coleman commented that the updates to Arlington and Shirley were well done, and that residents of Arlington and Shirley would like to work with the Commission in an effort to reduce speeds and increased traffic on those streets.

Kristy Barrett commented that the Commission needs to weigh all data and to carefully consider the financial impacts of its decisions on all residents.

It was noted that while the cable broadcast of the meeting did not presently have audio, the Vimeo stream of the meeting did and residents could watch the meeting there.

V. CONSENT AGENDA

01-006-25 Consent Agenda

MOTION: Motion by Haig, seconded by Long:

To approve the Consent Agenda as written with the exception of Item E.

ROLL CALL VOTE: Ayes, Commissioner Emerine
 Commissioner Host
 Commissioner Haig
 tMPT Schafer
 Mayor Longe
 Commissioner Long

Nays, None

- A. Resolution to approve the regular City Commission meeting minutes of December 9, 2024.
- B. Resolution to approve the City Commission workshop meeting minutes of December 16, 2024.
- C. Resolution to approve the regular City Commission meeting minutes of December 16, 2024.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 19, 2024 in the amount of \$6,357,374.01.
- F. Resolution to hold a 2024 review of establishments who hold liquor licenses for consumption on premises and to consider the same establishments for 2025 renewal at the regular City Commission meeting on Monday, February 10, 2025 at 7:30 p.m.
- G. Resolution to install stop signs on Oak Street at the intersection of Glenhurst Drive as recommended by the Multi-Modal Transportation Board.
- H. Resolution to set a public hearing date of February 10, 2025 to consider the Special Land Use Permit Amendment for 34244 Woodward to transfer ownership and update the Special Land Use Permit to the proposed new owner, M&D Woodward, LLC.
- I. Resolution to approve the Amended and Restated Professional Services Agreement with McKenna Associates, Inc. for inspection and code enforcement services as planned in the current fiscal year, and thereafter, as budgeted. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this service has been budgeted in account #101.0-371.000-811.0000.
- J. Resolution to approve the purchase of a 2024 Ford F-350 Regular Cab 4X4, located at 1960 E Main St, Owosso, MI 48867, through the State of Michigan Contract #071B770180 and Macomb County Contract #21-18, in the amount not to exceed \$93,069.00, upon the completion of a signed contract by Lunghamer Ford of Owosso. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2024-2025 Auto Equipment Fund account #661.0-441.006.971.0100.

- K. Resolution to approve the purchase of three new 2024 TORO Workman HDX 4WD vehicles, located at 1050 Opdyke Road, Auburn Hills, MI 48326, through the Intergovernmental Cooperative Purchasing Agreement, OMNIA Contract #2017025, in the amount not to exceed \$126,628.95, upon the completion of a signed contract by Spartan Distributors. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2024-2025 Auto Equipment Fund account #661.0-441.006.971.0100.
- L. Resolution to restripe the Chester Street parking structure so that all parking spaces are striped at 8'9" in width as recommended by the APC, to approve a change order for a \$6,500 fee for WJE Engineering to revise the striping plan for the Chester Street structure; and to appropriate and amend the 2024-2025 Automobile Parking System budget as follows:
- | | | |
|------------------------|--------------------------|---------|
| <u>Revenues</u> | | |
| 514.1-000.000-400.0000 | Draw from Net Position | \$6,500 |
| <u>Expenses</u> | | |
| 514.1-594.008-977.0000 | Public Works – Buildings | \$6,500 |
- M. Resolution to accept the resignation of Jason Emerine from the Planning Board & Ad Hoc Senior/Recreation Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancies.

01-007-25 Warrant List – January 9, 2025 (Item E)

Commissioner Haig pulled Item E to highlight the payment to the 48th District Court.

MOTION: Motion by Haig, seconded by Long:
To approve Item E as written.

ROLL CALL VOTE: Ayes, Commissioner Emerine
Commissioner Host
Commissioner Haig
tMPT Schafer
Mayor Longe
Commissioner Long

Nays, None

VI. CITY MANAGER'S REPORT

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

01-008-25 2025 Cape Seal Program Hearing of Necessity for Cape Seal Special Assessment District (SAD)

Mayor Longe recused herself from this item citing a conflict-of-interest stemming from her residence within the special assessment district and left the room. tMPT Schafer assumed facilitation of the meeting.

tMPT Schafer opened the public hearing at 7:57 p.m.

CE Coatta presented the item.

Tony Vitali commented that the quality of the last repairs to Yorkshire were subpar, asked the City to ensure that these repairs be of good quality, and asked the City to re-evaluate how special assessment projects are funded.

CE Coatta confirmed for Glenn Couch that he could reach out for further clarification from staff regarding the proposed assessments for 280 Daines Street and the neighboring property.

Seeing no further public comment, tMPT Schafer closed the public hearing at 8:07 p.m.

CE Coatta answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- By getting a petition with support from more than 51% of a street's residents, residents can request that the City fully improve a road rather than using cape seal.
- While the cost to improve a road is significantly higher than the cost to cape seal a road, once a road is improved the City assumes the costs of maintaining that road moving forward.
- Improved roads are engineered and remain in better condition for longer than cape seal roads.
- The City is in the process of improving 26 miles of road in the City. The process was studied by the Ad Hoc Unimproved Streets Study Committee, the results of which are available on the City's website, and all of the roads have been ranked for improvement by the Engineering Department, which is also available on the City's website.
- Many factors go into road improvement considerations, including the age of the underlying infrastructure, the road condition, various resident preferences, fiscal responsibility, and overall health, safety, and welfare factors.
- Members of the public were encouraged to express their views on proposed special assessment projects.

Public Comment

Angela Gunther commented that she was frustrated with how special assessment costs are split between residents and the City.

Chris Cuter commented regarding the results of cape seal projects.

MOTION: Motion by Long, seconded by Host:

To make the suggested motion for this item that begins on 8A, on pages three, four, five, six, seven, and eight, which includes the resolution and the detailed Sidwell numbers, street addresses, and cape seal assessments.

ROLL CALL VOTE: Ayes, Commissioner Emerine
 Commissioner Host
 Commissioner Haig
 tMPT Schafer
 Commissioner Long

Nays, None

Mayor Longe rejoined the meeting, thanked tMPT Schafer, and resumed facilitation of the meeting.

01-009-25 Maple Road and Eton Street Intersection Road Safety Audit

CE Coatta presented the item and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- The report was very well done, the City picked an excellent intersection to study with this grant award, and the report's purpose was to generate recommendations for the City to implement.
- This intersection has had an issue with flooding, and further attention to the stormwater infrastructure will be appropriate.
- This is a complex intersection, and the recommendation for a center bicycle lane may not be appropriate. It might be appropriate to co-locate pedestrian and cyclist traffic near the intersection.
- Illuminating the sign that shows bridge clearance would be appropriate since large trucks have collided with the bridge.
- Implementing safety improvements beyond the recommendations for traffic that turns from Eton onto Maple heading west would be of significant benefit.
- The high friction surfaces, restriping, and illumination recommendations would also be beneficial.
- Further safety improvements beyond the report's recommendations would be appropriate. High friction treatments should be applied to every road surface in the intersection, the northbound stop bar on S. Eton should be located about 100 feet further back, the entire intersection should prohibit turns on red, and Maple should be narrowed to one lane in order to calm the traffic.
- There was previous discussion at the Multi-Modal Transportation Board about making pedestrian safety improvements to the N. Eton and Maple part of the intersection, including a potential pedestrian island.
- Any improvements that could increase driver awareness and reduce rear-end collisions would be of benefit.
- There have been efforts to illuminate under the bridge in the past, and at the time the City was prevented from doing so by the railroad company. Freestanding infrastructure that could support illumination under the bridge is an option worth exploring.
- This report should be referred to the Multi-Modal Transportation Board for further study.

- The Multi-Modal Transportation Board should be asked to first study adding a 'No Turn on Red' sign on the southbound portion of N. Eton and adding more signage prior to the intersection and at the intersection indicating the bridge clearance.

MOTION:

Motion by Schafer, seconded by Long:

To approve the Maple Road and Eton Street Intersection Road Safety Audit with enthusiasm, and to direct the Multi-Modal Transportation Board to receive this and study it, and to consider the 'No Turn on Red' and overhead bridge signage.

VOICE VOTE:

Ayes, Mayor Longe
Commissioner Emerine
Commissioner Host
Commissioner Haig
tMPT Schafer
Commissioner Long

Nays, None

01-010-25 Change to the Agenda

Commissioners raised the following points during discussion:

- Discussing the proposed bond first made more sense since changes to that item would affect the RFP.

MOTION:

Motion by Haig, seconded by Host:

To change the order of the agenda from 8C and 8D to become 8D and 8C.

VOICE VOTE:

Ayes, Mayor Longe
Commissioner Emerine
Commissioner Host
Commissioner Haig
tMPT Schafer
Commissioner Long

Nays, None

YMCA/Next – Senior Services

CM Ecker provided an overview of where the City was in the process for the 400 E. Lincoln project and introduced Patrick McGow of Miller Canfield, Brian Deming from KMG, and Jim Stock from Neumann Smith.

Mr. McGow presented the item. CM Ecker and Mr. McGow answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- Calling this project a 'community center' was likely more appropriate and also more likely to garner community support.

- The present language would not inform voters that this facility is intended to be a new home for Next.
- The messaging prior to the bond issue will need to be very clear about the intended community benefit. The proposed bond amount may otherwise result in apprehension on the part of some voters.
- Without a community education campaign, this bond is unlikely to receive voter support.
- Trying to get the bond language complete for a May 2025 vote may be inappropriate. The timeline seems to be too compressed. There is not likely to be time to conduct an adequate community education campaign before May 2025.
- While it may pose challenges for Next and possibly the YMCA to have the vote delayed, it is important to do this project well.
- It would be better to delay the vote than it would be to vote on the bond in May 2025 and have the vote fail. An August 2025 vote seems more feasible.
- The bond tables provided helpful information.
- It would be important to understand that for a 20-year bond at \$32 million, the total payments with principal and interest would be about \$48 million.
- Operating costs for the building have not been clarified yet. Without those, it is difficult to choose the size of the building and the likely cost to build it.
- The Commission needs to see that there will be adequate funds available to operate the facility.
- Birmingham residents should not be asked to pay for a special election to vote on this bond.
- The planning work for this project should be complete and clear before going to the community to ask for a tax increase.
- The Commission will receive a lot of the requested data in about two weeks. The Commission should evaluate the data at that time, and an August 2025 or November 2025 vote would be more appropriate options.
- If Commissioners do not presently feel that they have sufficient information to make this decision, residents are unlikely to feel they presently have sufficient information either.
- The City owes the residents much more information than is presently available if this project is to be successful.
- Instead of 'senior/recreation center', it should be described as something to the effect of 'a new community center that is planned to encompass community recreation for all ages and dedicated senior programming'.
- 'Community' should be in the project title as well as the bond language.
- A May 2025 vote would be inadvisable in part due to the numbers of people who participate in early and absentee voting. There would be inadequate time to educate the community and to create a coherent narrative in advance of early and absentee voting. It would also not give constituencies that want to advocate for this project enough time to do so well.
- Residents are very busy, and sometimes are too busy to remain informed about City goings-on. They also deserve adequate time to become informed about this project.
- It would be beneficial to see a timeline if an August 2025 bond vote were to be considered. That timeline should include listening sessions, public engagement sessions, social media posts, and a schedule for creating necessary community education materials.
- Receiving philanthropy for the project could reduce the amount of money the community would need to spend on the project. The City will be able to engage in

conversations regarding philanthropy more concretely once tentative designs are available.

- An August 2025 vote would still need to have complete language submitted by mid-May, and the bulk of the community education campaign should occur by mid-June.
- The average cost per household could be provided to voters on an FAQ sheet during the community education campaign.

Public Comment

George Dilgard commented regarding clarifying the the average cost per household for the project.

Kristy Barrett commented regarding SEVs and taxable values.

01-011-25 400 E. Lincoln Construction Management Services Request for Proposals

Mr. Deming and Mr. Stock presented the item and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- Since the Commission has previously been unwilling to move into design development until a successful bond vote occurs, the schedule may have to be amended.
- A separate estimate after design development would be beneficial.
- The Commission delayed the bond vote to allow the process to unfold over more time. The goal was not necessarily to move design development to occur before the bond vote.
- Moving the vote to August 2025 would allow the City more time to create and implement a community education campaign, and would allow more non-City stakeholders time to advocate on behalf of the project if desired.
- If Neumann Smith's contract with the City still ends at the published date, the City can use the extra time to educate the community with the information provided by Neumann Smith.
- The Parks and Recreation bond for \$11 million had a longer lead time than the one presently proposed for this project and a number of established, active constituencies.
- One of the present questions is how to deal with a potentially adjusted final project date.
- The SCC was very complimentary regarding the RFP.

It was noted that it would be most appropriate to issue the RFP now, have the construction manager sign on for the schematic design estimate, and to change the timeline from a May 2025 bond vote to an August 2025 bond vote.

MOTION: Motion by Haig, seconded by Schafer:

To direct staff to issue the RFP for construction management services for the new senior/recreation center at 400 E. Lincoln as recommended by the SCC on December 18, 2024.

Commissioners made the following comments during their discussion on the motion:

- The project timing remained too compressed.

- Having a construction manager onboard to provide this cost will provide the exact information needed to move this project forward. Asking any other professionals currently working on the project to price it out would not be reasonable.
- This is a small step in the process, with a constrained spend, that will provide important further information.

Public Comment

Christine Yellen supported the Commission continuing with the RFP within the timeframe in order to hit the May 2027 date.

ROLL CALL VOTE: Ayes, Mayor Longe
Commissioner Emerine
Commissioner Haig
tMPT Schafer
Commissioner Long

Nays, Commissioner Host

01-012-25 Closed Session Pursuant To Mcl § 15.268 Sec. 8(1)(E) Of The Open Meetings Act

MOTION: Motion by Long, seconded by Host:

To meet in closed session to discuss pending litigation regarding Phase Three Properties, LLC v City of Birmingham pursuant to MCL § 15.268 Sec. 8(1)(e) of the Open Meetings Act.

ROLL CALL VOTE: Ayes, Commissioner Host
Mayor Longe
Commissioner Emerine
Commissioner Haig
tMPT Schafer
Commissioner Long

Nays, None

The Commission entered into closed session at 10:44 p.m.

The Commission returned from closed session at 11:01 p.m.

01-013-25 Action Subsequent to Closed Session

MOTION: Motion by Long, seconded by Haig:

To authorize the execution of the consent judgment.

WHEREAS, The Birmingham City Commission was served with a lawsuit entitled *Phase Three Properties, LLC v City of Birmingham*; Oakland County Circuit Court Case No.: 2024-211615CH, Honorable Mary Ellen Brennan; and

WHEREAS, The Birmingham City Commission recognizes that a proposed consent judgment regarding resolution and interest in land has been proposed; and

WHEREAS, the City has reviewed the consent judgment and matters surrounding the quiet title action; and

WHEREAS, the City Attorney has reviewed and approved of the consent judgment regarding resolution and interest in land;

NOW THEREFORE, LET IT BE RESOLVED, The City Commission does hereby approve the proposed consent judgment regarding resolution and interest in land in connection with the litigation entitled *Phase Three Properties, LLC v City of Birmingham*; Oakland County Circuit Court Case No.: 2024-211615CH, Honorable Mary Ellen Brennan, which would resolve all claims in connection with said litigation,

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to execute the consent judgment on behalf of the City of Birmingham.

ROLL CALL VOTE: Ayes, Commissioner Host
 Mayor Longe
 Commissioner Emerine
 Commissioner Haig
 tMPT Schafer
 Commissioner Long

Nays, None

Commission Items for Future Discussion
Commission Discussion On Items From A Prior Meeting

IV. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Communication from Michael Clift
- B. Communication from Zack Sklar

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Ad Hoc Senior/Recreation Center Committee
 - 2. Notice of Intention to Appoint to the Storm Water Utility Appeals Board
 - 3. Notice of Intention to Appoint to the Planning Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
 - 1. Greenwood Cemetery Advisory Board Annual Report
- D. Legislation

E. City Staff

1. 180 S. Chester – Chester St. Parking Structure Proposal

Commissioners made the following comments during their discussion of the proposal:

- A restriping of the Chester Street parking structure was approved during the present meeting, which would reduce the number of parking spaces in Chester. The interplay between that and this proposal would need to be studied.
- There are also 1100 monthly spaces for Chester. Removing the proposed parking for the project could be a problem.
- Moving 600 people in and out of Chester in a short period of time could present a host of issues.
- This project would raise structural, safety, public benefit, reduction of parking, rooftop dining, operation hours, and liabilities questions.
- The Commission expressed disinterest in pursuing the project.
- The creativity was appreciated, and there could be opportunities for more creative ventures in the future.

2. Village Fair

INFORMATION ONLY

XII. ADJOURN

The Commission motioned to adjourn at 11:03 p.m.

Alexandria Bingham, City Clerk


Laura Eichenhorn, City Transcriptionist

City of Birmingham

Warrant List Dated 01/16/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
301727	*	005430	21ST CENTURY MEDIA- MICHIGAN	951.25
301728	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
301729		009507	AIR HANDLERS SERVICE CORP.	2,826.93
301730		009813	ALMA TIRE SERVICE INC	253.00
301731	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	795.00
301732		BDREFUND	AMERICAN STANDARD ROOFING	100.00
301733		000167	ANDERSON ECKSTEIN WESTRICK INC	17,054.50
301734	*	007033	APPLIED INNOVATION	12,649.44
301735		009202	AQUARIUM DESIGN INC	240.00
301736	*	006759	AT&T	74.28
301737	*	007129	BELFOR PROPERTY RESTORATION	34,019.09
301738		BDREFUND	BELMONT HOME BUILDERS LLC	400.00
301739		BDREFUND	BERGSMAN WIAND BOUCHARD & CO	1,000.00
301740	*	002429	BIRMINGHAM BLOOMFIELD CHAMBER	2,500.00
301741		BDREFUND	BIRMINGHAM BUILDERS	200.00
301742		BDREFUND	BLOCK, JEFFREY	200.00
301743		000433	BRODART COMPANY	117.88
301744	*	009078	CANON SOLUTIONS AMERICA INC	446.44
301745		007732	CAPITAL TIRE, INC.	127.00
301746	*	000571	CAR TRUCKING INC	675.00
301747		008959	CASS COLLISION CLAWSON, INC	661.27
301748	*	000444	CDW GOVERNMENT INC	834.66
301749		000902	CENGAGE LEARNING INC	59.97
301750		009137	CGS, INC	2,632.50
301751	*	008243	CHARTER TOWNSHIP OF BLOOMFIELD	1,080.80
301752	*	008955	COMCAST	445.80
301753	*	007774	COMCAST BUSINESS	1,287.42
301754		000575	DEMCO, INC	173.28
301755		BDREFUND	DESIGNHAUS	100.00
301756		BDREFUND	DIMAMBRO CONSTRUCTION LLC	200.00
301757	*	000190	DOWNRIVER REFRIGERATION	187.61
301758	*	000179	DTE ENERGY	71.69
301759	*	000179	DTE ENERGY	19.68
301760	*	000179	DTE ENERGY	57.17
301761	*	000179	DTE ENERGY	134.89
301762	*	000179	DTE ENERGY	216.79
301763	*	000179	DTE ENERGY	2,390.08
301764	*	000179	DTE ENERGY	222.55
301765	*	000179	DTE ENERGY	2,295.15
301766	*	000179	DTE ENERGY	112.12
301767	*	000179	DTE ENERGY	184.02
301768	*	000179	DTE ENERGY	200.10

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301769	*	000179	DTE ENERGY	418.82
301770	*	000179	DTE ENERGY	17.86
301771	*	000179	DTE ENERGY	881.48
301772	*	000179	DTE ENERGY	460.34
301773		BDREFUND	EMILIO CONSTRUCTION	400.00
301774	*	009998	EMME KRAMER	300.00
301775	*	MISC	ESSBE	330.00
301776		BDREFUND	EUROCRAFT BUILDERS & REMODELER	500.00
301777		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	544.50
301778	*	009981	GEOCENTRIC LLC	6,750.00
301779	*	004604	GORDON FOOD	588.37
301780		BDREFUND	GRENNAN CONSTRUCTION	200.00
301781		000249	GA BUSINESS PURCHASER LLC	324.64
301782	*	000726	GUARDIAN ALARM	935.13
301783		BDREFUND	HARDY & SONS SIGN SERVICE	200.00
301784		BDREFUND	HEWSON HOMES LLC	400.00
301785	*	001956	HOME DEPOT CREDIT SERVICES	736.98
301786		BDREFUND	HRH CONSTRUCTION LLC	1,000.00
301787	*	009259	IHEART MEDIA	12,410.00
301788		003530	INFORMATION TODAY INC	333.03
301789		001090	INGRAM LIBRARY SERVICES	201.61
301790	*	009551	INTERMEDIA. NET INC	807.55
301791		000342	INTERSTATE BATTERIES OF SE MICH	1,354.35
301792		000344	J.T. EXPRESS, LTD.	3,777.81
301793	*	MISC	JEANETTE GJELOSHAJ	56.00
301794		BDREFUND	JOSEPH LABIB	100.00
301795		BDREFUND	KELLY BUILDING & DEVELOPMENT CO LLC	500.00
301796		BDREFUND	KENTMOOR PROPERTIES LLC	500.00
301797		000353	KNAPHEIDE TRUCK EQUIPMENT	697.65
301797	*	000353	KNAPHEIDE TRUCK EQUIPMENT	2,050.84
301798		010001	KNOCK AND ANNOUNCE	145.00
301799	*	006738	KRIEGER KLATT ARCHITECTS, INC.	1,375.00
301800	*	000362	KROGER COMPANY	84.46
301801		BDREFUND	KYLE STEPHEN KAPIKOWSKI	100.00
301802		BDREFUND	LAKEVIEW HTG PLBG WATERPROOFING INC	1,000.00
301803	*	009991	LAS CONCHAS LLC	1,000.00
301804		009375	LITHIA MOTORS, INC SUPPORT SERVICES	28.99
301805	*	009350	LITTLE GUIDE LLC	1,500.00
301806	*	MISC	LO BELLO	330.00
301807		BDREFUND	MAC CONSTRUCTION, INC.	21,400.00
301808	*	000369	MCMI	1,696.75
301809	*	005404	MEDA	325.00
301810		BDREFUND	METRO HOME IMPROVEMENTS LLC	200.00

City of Birmingham

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Check Number	Early Release	Vendor #	Vendor	Amount
301811		009681	MICHAEL KUHN & ASSOCIATES	13,662.50
301812	*	002097	MICHIGAN RETAILERS ASSOC.	130.00
301813		000230	MIKE SAVOIE CHEVROLET INC	1,257.50
301814		007163	MOBILE HEALTH RESOURCES	3,486.34
301815		BDREFUND	OAK ELECTRIC SERVICES INC	200.00
301816	*	000919	OAKLAND COUNTY TREASURER	2,094.80
301817		005337	OCACP	30.00
301818		004370	OCCUPATIONAL HEALTH CENTERS	135.00
301819	*	009478	ODP BUSINESS SOLUTIONS, LLC	148.25
301820		009612	PLAYAWAY PRODUCTS LLC	732.14
301821	*	009970	QUALITY ROOFING	155,418.00
301822		BDREFUND	RIDGECON CONSTRUCTION	100.00
301823		000218	ROYAL OAK P.D.Q. LLC	273.00
301824	*	002806	SAM'S CLUB/SYNCHRONY BANK	331.84
301825	*	MISC	SHILA KIANDER	30.00
301826	*	009009	SIGNATURE CLEANING LLC	5,387.99
301827		009587	REPCOLITE PAINTS INC	75.75
301828	*	009964	STAGE2 DATA INC.	1,491.84
301829		007408	T-MOBILE	736.49
301830	*	008017	TRATTORIA DA LUIGI	1,089.00
301831		BDREFUND	TRESNAK CONSTRUCTION INC	100.00
301832		BDREFUND	TRI PHASE COMMERCIAL CONST LLC	200.00
301833	*	004379	TURNER SANITATION, INC	1,010.00
301834		009863	US BANK EQUIPMENT FINANCE	69.93
301835	*	000158	VERIZON WIRELESS	49.24
301836	*	000158	VERIZON WIRELESS	295.44
301837	*	000158	VERIZON WIRELESS	149.76
301838	*	000158	VERIZON WIRELESS	1,203.97
301839	*	000158	VERIZON WIRELESS	152.06
301840		006491	VILLAGE AUTOMOTIVE INC	1,377.36
301841	*	003932	WDIV/TV4	3,000.00
301842	*	006863	WXYZ/TV 7	2,723.41
SUBTOTAL PAPER CHECK				\$352,880.22
<u>ACH TRANSACTION</u>				
12448	*	009358	BEASLEY MEDIA GROUP, LLC	4,000.00
12449	*	000517	BEIER HOWLETT P.C.	115.50
12450	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
12451		009183	BOB ADAMS TOWING	278.10
12452		008545	JAIMI BROOK	156.76
12453		000605	CINTAS CORPORATION	675.12
12454	*	000605	CINTAS CORPORATION	202.69
12455		001750	COMERICA BANK	1,378.75
12455		001750	COMERICA BANK	299,286.93

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12456		003176	COMERICA BANK - RHC	842.25
12456		003176	COMERICA BANK - RHC	101,230.18
12457		002668	CONTRACTORS CLOTHING CO	258.46
12458		001367	CONTRACTORS CONNECTION INC	626.80
12459		009920	CORPORATE DINING CONCEPTS	279.00
12460	*	009557	ZECO, LLC	880.00
12461	*	003825	DEERE ELECTRIC INC	439.00
12462		009996	DOCUSIGN INC	4,106.70
12463	*	000565	DORNBOS SIGN & SAFETY INC	67.57
12464	*	009340	DVM UTILITIES	60,615.68
12465		000196	EJ USA, INC.	653.76
12466		007684	ELITE TRAUMA CLEAN-UP INC.	70.00
12467	*	000243	GRAINGER	157.44
12468		000261	J.H. HART URBAN FORESTRY	25,746.14
12469	*	009249	JCC CREATIVE LLC	250.00
12470	*	003458	JOE'S AUTO PARTS, INC.	359.31
12471	*	007827	HAILEY R KASPER	1,132.50
12472	*	000795	LIBRARY DESIGN ASSOCIATES, INC.	745.00
12473		009663	MACQUEEN EQUIPMENT, LLC	2,895.69
12474	*	009242	MILES PARTNERSHIP LLLP	1,430.00
12475	*	007856	NEXT	31,658.00
12476	*	009706	NORTHSTAR MAT SERVICE	444.82
12477	*	002767	OSCAR W. LARSON CO.	1,500.00
12478	*	006027	PENCHURA, LLC	516.00
12479	*	003554	RKA PETROLEUM	12,883.36
12480	*	001181	ROSE PEST SOLUTIONS	107.00
12481	*	003785	SIGNS-N-DESIGNS INC	260.00
12482		000254	SOCRRA	88,506.00
12483		009687	WAGEWORKS, INC.	295.00
12484	*	000301	PAUL WELLS	27.81
SUBTOTAL ACH TRANSACTION				\$645,195.82
GRAND TOTAL				\$998,076.04

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

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
301843		008746	16TH CIRCUIT COURT	1,773.00
301844	*	005430	21ST CENTURY MEDIA- MICHIGAN	2,446.25
301845	*	005430	21ST CENTURY MEDIA- MICHIGAN	169.25
301846	*	005430	21ST CENTURY MEDIA- MICHIGAN	215.25
301847	*	000820	46TH DISTRICT COURT	351.00
301848	*	000855	48TH DISTRICT COURT	1,000.00
301849	*	000855	48TH DISTRICT COURT	500.00
301850		000167	ANDERSON ECKSTEIN WESTRICK INC	13,846.10
301851		BDREFUND	ANGONA CONSTRUCTION COMPANY	15,500.00
301852	*	007033	APPLIED INNOVATION	185.00
301853	*	006759	AT&T	70.00
301854	*	006759	AT&T	210.67
301855	*	006759	AT&T	895.61
301856	*	006759	AT&T	210.67
301857	*	006759	AT&T	436.37
301858	*	006759	AT&T	105.45
301859	*	003703	AT&T MOBILITY	54.82
301860		BDREFUND	BABI CONSTRUCTION INC	1,000.00
301861		BDREFUND	BCM HOME IMPROVEMENT	100.00
301862		002231	BILLINGS LAWN EQUIPMENT INC.	598.14
301863		BDREFUND	BIRACH, ALICIA	1,000.00
301864	*	000524	BIRMINGHAM LOCKSMITH INC	716.50
301865		001201	BIRMINGHAM YOUTH ASSISTANCE	7,712.41
301866		BDREFUND	BLOOMINGDALE HOMES INC	1,000.00
301867		BDREFUND	BLUMKE INSTALLATIONS	400.00
301868		BDREFUND	BRICKWORKS PROPERTY RESTORATION	800.00
301870		BDREFUND	Brothers Renovations LLC	100.00
301871		BDREFUND	C & L WARD BROS CO	500.00
301872	*	009078	CANON SOLUTIONS AMERICA INC	997.10
301873	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,631.09
301874	*	000627	CONSUMERS ENERGY	1,967.21
301875		BDREFUND	Contract Excavating LLC	2,930.00
301876		BDREFUND	COOK, LAURA ANN MAGNUSSEN	1,000.00
301877	*	TAXMISC	CORELOGIC TAX SERVICE	2,098.78
301878	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	26.14
301879		MISC	CURT STINSON	44.97
301880		BDREFUND	DAVID FISHER	100.00
301881		009309	DEALER AUTO PARTS	201.96
301882		000233	DEAN SELLERS	2,976.05
301883		009130	DOG WASTE DEPOT	1,175.64
301884	*	000179	DTE ENERGY	21.31
301885	*	000179	DTE ENERGY	265.41

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
301886	*	000179	DTE ENERGY	223.69
301887	*	000180	DTE ENERGY	67,155.29
301889		BDREFUND	ERIE CONSTRUCTION	100.00
301890		001495	ETNA SUPPLY	2,310.00
301891		009366	EXPERT HEATING & COOLING	212.00
301892		008656	FBINAA	130.00
301893		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	300.00
301894		007016	FRIENDS OF BIRMINGHAM MUSEUM	264.61
301895		BDREFUND	G & G CONCRETE & CONSTRUCTION	100.00
301896	*	004604	GORDON FOOD	27.98
301897	*	009782	HERSCH'S INC.	1,048.49
301898	*	001956	HOME DEPOT CREDIT SERVICES	567.85
301899	*	009987	INDUSTRIAL FENCE & LANDSCAPING, INC	68,850.00
301902		BDREFUND	J F SINELLI CEMENT LLC	100.00
301903	*	TAXMISC	JEFFREY & JENNIFER PALMER	2,744.96
301904		BDREFUND	JOHN MCCARTER CONSTRUCTION LLC	500.00
301905	*	009946	JORDAN ZUPPKE LAW	437.50
301906		BDREFUND	JOSEPH LABIB	500.00
301907		009821	JOY YOUNG	500.00
301908		BDREFUND	KELLY BUILDING & DEVELOPMENT CO LLC	5,000.00
301909	*	000362	KROGER COMPANY	65.21
301910		BDREFUND	LAMARCO HOMES LLC	620.00
301911	*	TAXMISC	LERETA LLC	15,741.59
301912		009375	LITHIA MOTORS, INC SUPPORT SERVICES	70.73
301913		009766	LUNGHAMER FORD OF OWOSSO, LLC	54,207.00
301914		BDREFUND	LYNCH CUSTOM HOMES	850.00
301915		010000	LYNX EMISSIONS	710.00
301916	*	009546	MASTERS TELECOM	64.30
301917	*	TAXMISC	MATTHEW & LINDSAY WALTERS	5,079.54
301918		BDREFUND	MAX REHABILITATION PHYSICAL THERAPY	500.00
301919		BDREFUND	MCGLINCH & SONS CO	100.00
301920	*	000888	MCKENNA ASSOCIATES INC	47,431.50
301921	*	001387	MICHIGAN MUNICIPAL LEAGUE	45,419.60
301922	*	009054	JOSEPH MISIAK	175.00
301923	*	009748	NORTHSTAR PAINTING	275.00
301924	*	001686	OAKLAND CO CLERKS ASSOC	35.00
301925		001686	OAKLAND CO CLERKS ASSOC	35.00
301926		009915	OAKLAND COMMUNITY HEALTH NETWORK	11,687.04
301927	*	000477	OAKLAND COUNTY	536,790.17
301928		004370	OCCUPATIONAL HEALTH CENTERS	353.00
301928	*	004370	OCCUPATIONAL HEALTH CENTERS	94.00
301930		BDREFUND	ORIGIN CAFE	10,000.00
301932	*	009827	PARKER TECHNOLOGY, LLC	4,093.47

City of Birmingham

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Check Number	Early Release	Vendor #	Vendor	Amount
301933	*	009969	PARKVISION	1,518.40
301934		BDREFUND	PAUL CAROLL	100.00
301935		BDREFUND	PETRONA CO	500.00
301936	*	001883	PIONEER DOOR COMPANY INC	735.00
301937	*	002518	PITNEY BOWES INC	219.87
301938		008974	PREMIER PET SUPPLY	151.98
301939	*	009951	PRINTMASTERS	307.65
301940		BDREFUND	PROFESSIONAL RENOVATIONS SVS,	200.00
301941	*	006625	PTS COMMUNICATIONS, INC	78.00
301942		004137	R & R FIRE TRUCK REPAIR INC	1,279.88
301943		BDREFUND	RALPH L BIANCHI TRUST	900.00
301944		BDREFUND	ROBERT J SOWLES	500.00
301945		BDREFUND	ROCK SOLID EXTERIOR	200.00
301946		000218	ROYAL OAK P.D.Q. LLC	274.92
301947	*	009988	RUSSELL PLASTERING SONS	10,200.00
301948	*	002806	SAM'S CLUB/SYNCHRONY BANK	92.56
301949		BDREFUND	SEAN DAVIS	400.00
301950		009587	REPCOLITE PAINTS INC	75.75
301951	*	TAXMISC	STEVEN SAMONA	2,189.72
301952	*	001076	TAYLOR FREEZER OF MICH INC	325.00
301953		BDREFUND	THE ROOF COMPANY	200.00
301954	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	4,997.00
301955		BDREFUND	TREHARNE, EVAN R	100.00
301956		BDREFUND	TRITON PLUMBING	800.00
301957	*	004379	TURNER SANITATION, INC	290.00
301958	*	008941	UPTOWN MARKET OF BIRMINGHAM	53.40
301959	*	001279	US FIGURE SKATING ASSOC.	1,330.00
301960		BDREFUND	VANGORDER, JEFFREY	1,000.00
301961	*	000158	VERIZON WIRELESS	406.24
301962	*	000158	VERIZON WIRELESS	308.16
301963	*	000158	VERIZON WIRELESS	98.48
301964	*	009806	VFP FIRE SYSTEMS	600.00
301967	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	5,400.00
301968		004512	WOLVERINE POWER SYSTEMS	415.00
SUBTOTAL PAPER CHECK				\$989,048.68
<u>EFT TRANSFER</u>				
" "		009126	AMAZON CAPITAL SERVICES INC	4,665.76
" "	*	009126	AMAZON CAPITAL SERVICES INC	640.10
" "		003429	APPLE COMPUTER INC	21.19
" "		000881	APWA	105.00
" "		009521	AWS	351.87
" "		CC MISC	BARRONS	107.95
" "	*	006465	BAVARIA INN LODGE	278.00

City of Birmingham
Warrant List Dated 01/22/2025

Meeting of 01/27/2025

Check Number	Early Release	Vendor #	Vendor	Amount
" "	*	007345	BEVERLY HILLS ACE	(26.48)
" "		009638	BUZZSPROUT.COM	12.00
" "	*	008955	COMCAST	922.76
" "		007774	COMCAST BUSINESS	575.74
" "	*	005074	COMFORT INN & SUITES	319.68
" "		CC MISC	DIGI-KEY	37.08
" "	*	009622	ELECTROCYCLE, INC.	55.00
" "	*	002323	GFOA	85.00
" "		009427	GO DADDY	46.34
" "		004878	GOVERNMENT FINANCE OFFICERS	530.00
" "	*	005990	ICC INC	170.00
" "		001934	ISA	652.00
" "		CC MISC	JOE MUER SEAFOOD	2,762.50
" "	*	003026	MACEO	75.00
" "	*	004855	MAMC	800.00
" "		004663	MGIA-MICHIGAN GREEN INDUSTRY ASSOC.	370.00
" "		008712	OAKLAND COUNTY HEALTH DIVISION	50.50
" "	*	006602	OAKLAND COUNTY TREASURER'S ASSN.	60.00
" "		006117	OAKLAND PRESS	14.00
" "		CC MISC	PSI EXAMINATION SERVICES	175.00
" "		CC MISC	STREAMSIDE GREEN, LLC	515.56
" "		CC MISC	SURVEY MONKEY	99.00
" "		CC MISC	TEAMVIEWER	316.73
" "		009756	THE DETROIT NEWS/GANNETT MEDIA	19.99
" "	*	000158	VERIZON WIRELESS	89.93
" "		CC MISC	WESTERN MICHIGAN UNIVERSITY	100.00
" "		CC MISC	WIRED	79.99
" "		009126	AMAZON CAPITAL SERVICES INC	275.12
" "		003888	INTERNATIONAL CODE COUNCIL INC	130.00
" "		CC MISC	MI CHAPTER IAAI	26.12
" "	*	009126	AMAZON CAPITAL SERVICES INC	469.19
" "	*	000362	KROGER COMPANY	11.98
" "		002076	MEMA	100.00

SUBTOTAL EFT TRANSFER \$16,089.60

ACH TRANSACTION

12485		003708	AIRGAS USA, LLC	417.75
12486	*	003243	AMERICAN PRINTING SERVICES INC	2,570.00
12487	*	007345	BEVERLY HILLS ACE	4.56
12488	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	96.96
12489		009183	BOB ADAMS TOWING	556.20
12490		007875	CANFIELD EQUIPMENT SERVICE INC.	635.06
12491		009326	CAPFINANCIAL PARTNERS, LLC	23,175.00

City of Birmingham
Warrant List Dated 01/22/2025

Meeting of 01/27/2025

Check Number	Early Release	Vendor #	Vendor	Amount
12492		000605	CINTAS CORPORATION	195.69
12493	*	000605	CINTAS CORPORATION	163.42
12494		000605	CINTAS CORPORATION	45.04
12495	*	000605	CINTAS CORPORATION	31.90
12496		002668	CONTRACTORS CLOTHING CO	955.89
12496	*	002668	CONTRACTORS CLOTHING CO	35.99
12497	*	009873	D/A CENTRAL INC.	4,075.64
12498	*	006077	DI PONIO CONTRACTING INC	1,633,477.31
12499	*	000565	DORNBOS SIGN & SAFETY INC	617.93
12500	*	001077	DUNCAN PARKING TECH INC	7,642.35
12501	*	003801	JANA ECKER	1,124.00
12502		009697	FLOCK GROUP INC	4,250.00
12503	*	009387	FRAIBERG & PERNIE PLLC	6,713.54
12504	*	007807	G2 CONSULTING GROUP LLC	1,841.50
12505	*	000243	GRAINGER	178.20
12506		008293	GRAINGER, INC	188.91
12507		007099	GRANICUS, INC.	16,293.07
12508	*	001672	HAYES PRECISION INC	105.00
12509		000948	HYDROCORP	1,429.00
12510		000261	J.H. HART URBAN FORESTRY	5,983.66
12511	*	002576	JAX KAR WASH	59.00
12512	*	003458	JOE'S AUTO PARTS, INC.	651.15
12513	*	000891	KELLER THOMA	577.50
12514	*	004085	KONE INC	476.65
12515	*	005550	LEE & ASSOCIATES CO., INC.	2,925.98
12516		009663	MACQUEEN EQUIPMENT, LLC	1,564.23
12518	*	006359	NYE UNIFORM COMPANY	880.00
12519	*	001181	ROSE PEST SOLUTIONS	543.00
12520		005759	SCHENA ROOFING & SHEET METAL CO INC	16,501.95
12521	*	003785	SIGNS-N-DESIGNS INC	1,950.00
12522		000254	SOCRRA	79,105.00
12523		009746	THE SAFETY COMPANY, LLC	2,269.82
SUBTOTAL ACH TRANSACTION				\$1,820,307.85

City of Birmingham
Warrant List Dated 01/22/2025

Meeting of 01/27/2025

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$2,825,446.13

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Planning Department

DATE: January 21, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 111 Henrietta – Brooklyn Pizza – Special Land Use Permit Amendment (Ownership Change)

INTRODUCTION:

The applicant has submitted a Special Land Use Permit (SLUP) Amendment application to change ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption. The subject site, Brooklyn Pizza, is located on the east side of Henrietta between Maple and Martin.

The transfer of ownership will not include any changes to the use of the business/property, nor will any changes in the site/property occur as a result of this transfer. If approved, the Special Land Use Permit would be transferred from 111 Brooklyn, Inc. to 111 Brooklyn Bham, LLC.

BACKGROUND:

Brooklyn Pizza has been operating in the City in its current location since 1996. In 2019, Brooklyn Pizza expanded into the building to the north (formerly 195 E. Maple) and performed major renovations to the exterior of the building. Included in this expansion/renovation was the transition to a bistro establishment serving alcoholic beverages for on premise consumption for which a Special Land Use Permit was approved by the City Commission on December 9, 2019 ([Agenda](#) – [Minutes](#)). Since its approval in 2019, Brooklyn Pizza has remained in good standing with the City in terms of its liquor license obligations and site maintenance.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to form and content. The executed contract will be thoroughly reviewed at the time of the public hearing.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

Not applicable.

DESIGN CONSIDERATIONS:

No design changes proposed.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Reviews, a legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on February 24, 2025. In addition, postcards will be sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:

The Planning Division requests that the City Commission consider setting a public hearing date of February 24, 2025 to consider the Special Land Use Permit Amendment for 111 Henrietta to transfer ownership and update the Special Land Use Permit to the proposed new owner, 111 Brooklyn Bham, LLC.

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract (DRAFT)
- Application Materials
- Most Recent Approved Site/Design Plans (2019)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of February 24, 2025 to consider the Special Land Use Permit Amendment for 111 Henrietta to transfer ownership and update the Special Land Use Permit to the proposed new owner, 111 Brooklyn Bham, LLC.

**Brooklyn Pizza
111 Henrietta
Special Land Use Permit Amendment 2025**

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for Brooklyn Pizza located at 111 Henrietta on December 9, 2019;

WHEREAS, A Special Land Use Permit Amendment application was filed in December 2024 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 111 Henrietta from 111 Brooklyn, Inc. to 111 Brooklyn Bham, LLC (herein after referred to as "Brooklyn Pizza");

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the east side of Henrietta between Maple and Martin;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

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

WHEREAS, The applicant has stated that there will be no modification to the premises, structurally, and that the applicant will continue the menu and general design as submitted and approved under the original Special Land Use Permit, thus not necessitating a Final Site Plan and Design Review at the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on February 24, 2025, and has reviewed Brooklyn Pizza'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;

WHEREAS, the City of Birmingham Commission is granting a contract to Brooklyn Pizza for the approval of a Special Land Use Permit Amendment for the use of an on premise liquor license.

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 Brooklyn Pizza's application for a Special Land Use Permit Amendment at 111 Henrietta 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. Brooklyn Pizza shall abide by all provisions of the Birmingham City Code;

2. Brooklyn Pizza shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2019; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing 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, Brooklyn Pizza 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 Brooklyn Pizza to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE IT FURTHER RESOLVED that Brooklyn Pizza is recommended for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 111 Henrietta from 111 Brooklyn, Inc. to 111 Brooklyn Bham, LLC, 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 February 24, 2025.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT 111 HENRIETTA – BROOKLYN PIZZA

This Contract is entered into this ____ day of _____, 2025 by and between **111 BROOKLYN BHAM, LLC**, whose address is 4224 Orchard Way, Bloomfield Hills MI 48301 (hereinafter referred to as "Brooklyn Pizza"), **FREUND INVESTMENT II, LLC**, whose address is 4335 West Pointe Dr., Waterford MI 48329 ("Property Owner"), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

R E C I T A L S:

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for Brooklyn Pizza located at 111 Henrietta on December 9, 2019;

WHEREAS, A Special Land Use Permit Amendment application was filed in December 2024 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 111 Henrietta from 111 Brooklyn, Inc. to 111 Brooklyn Bham, LLC (herein after referred to as "Brooklyn Pizza");

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the east side of Henrietta between Maple and Martin;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

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

WHEREAS, The applicant has stated that there will be no modification to the premises, structurally, and that the applicant will continue the menu and general design as submitted and approved under the original Special Land Use Permit, thus not necessitating a Final Site Plan and Design Review at the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on February 24, 2025, and has reviewed Brooklyn Pizza'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;

WHEREAS, the City of Birmingham Commission is granting a contract to Brooklyn Pizza for the approval of a Special Land Use Permit Amendment for the use of an on premise liquor license.

NOW, THEREFORE, the parties agree as follows:

1. Brooklyn Pizza will utilize a state issued liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the City of Birmingham shall require the approval of the Birmingham City Commission in accordance with Section 10-83 of the City of Birmingham Code of Ordinances. In addition, any expansion of the Property shall also require the approval of the Birmingham City Commission.

2. Brooklyn Pizza further acknowledges that it must maintain a Special Land Use Permit for the sale of alcoholic liquors for on premise consumption as required by the Birmingham City Code of Ordinances. It is agreed that Brooklyn Pizza shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Brooklyn Pizza further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.

3. Brooklyn Pizza acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, etc.

4. Brooklyn Pizza acknowledges that outdoor dining is permitted with a valid Outdoor Dining License which is applied for and granted annually.

5. Brooklyn Pizza agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

6. Brooklyn Pizza further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

7. Brooklyn Pizza agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

8. Brooklyn Pizza agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Brooklyn Pizza from operating the establishment. Brooklyn Pizza agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Brooklyn Pizza further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law

and/or in equity.

9. To the fullest extent permitted by law, Brooklyn Pizza and any entity or person for whom Brooklyn Pizza 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 Brooklyn Pizza's operation of an establishment at the Property. Brooklyn Pizza is not liable if the act or omission is the City's.

10. In the event Brooklyn Pizza 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 as acknowledged by the Property Owner.

11. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. 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.

12. This contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

13. If any provision of this contract is declared invalid, illegal or unenforceable, such provision shall be severed from this contract and all other provisions shall remain in full force and effect.

14. The City 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:

- a. Brooklyn Pizza shall abide by all provisions of the Birmingham City Code;

- b. Brooklyn Pizza shall comply shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2019; and
- c. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

15. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Brooklyn Pizza has been given notice and a hearing.

16. Except as herein specifically provided, Brooklyn Pizza 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 Brooklyn Pizza to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

17. Brooklyn Pizza is recommended for the operation of an establishment serving alcoholic beverages for on premise consumption, above all others, subject to final inspection.

18. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Brooklyn Pizza. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all 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.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

111 BROOKLYN BHAM, LLC (Brooklyn Pizza)

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2025, before me personally appeared _____ who acknowledged that with authority on behalf **111 BROOKLYN BHAM, LLC** to do so signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

FREUND INVESTMENT II, LLC (Property Owner)
(as to paragraph 10 only)

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of **FREUND INVESTMENT II, LLC** to do so signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Nicholas J. Dupuis, Planning Director
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

Joseph A. Shallal
Neb Mekani
John J. Orow
John N. Hindo
Alexander Shallal
Anthony Shallal

Law Offices Of
**MEKANI, OROW, MEKANI,
SHALLAL & HINDO, P.C.**
A Professional Corporation
255 South Old Woodward Ave
Suite 304
Birmingham, MI 48009
Telephone (248) 223-9830
Facsimile (248) 265-4107
joeshallal@momshlaw.com

Of Counsel
Jane Shallal
John I. Kittel

Louie E. Mekani
(1971 – 2000)

December 23, 2024

Via Email

Nicholas Dupuis
City of Birmingham, Planning Director
151 Martin Street
Birmingham, Michigan 48009

Re: SLUP for 111 Brooklyn BHam, LLC
Located at 111 Henrietta Street & 195 West Maple Road Birmingham, MI 48009

Dear Mr. Dupuis,

Please find enclosed the Special Land Use Application and the Notice Signed Rental Application, for the SLUP. The application is merely for a change of ownership. The current licensee, 111 Brooklyn, Inc. is selling its business assets to 111 Brooklyn BHam, LLC. There will be no structural modifications to the premises so there is no architect involved with the transaction. No changes will be made to the plumbing. The new applicant will make very nominal non-structural changes. The applicant will continue the menu.

If you have any questions, please feel free to contact my office. Thank you.

Respectfully,
Mekani, Orow, Mekani,
Shallal & Hindo, P.C.

Joseph A. Shallal

Joseph A. Shallal



Special Land Use Permit Application – General Planning Division

1. Applicant

Name: 111 BROOKLYN BHAM, LLC (MANAGER JAMES P. ESSHAKI)
 Address: 111 HENRIETTA ST AND 195 W. MAPLE RD
BIRMINGHAM, MI 48009
 Phone Number: 248-420-9999
 Email: jpesshaki@gmail.com

2. Property Owner (☐ same as applicant)

Name: FREUND INVESTMENT II, LLC
 Address: 3985 TORREY HILL LANE
SAN DIEGO, CA 92130
 Phone Number: 858-232-6867
 Email: _____

3. Project Contact Person (☐ same as applicant)

Name: JAMES P. ESSHAKI
 Address: 4224 ORCHARD WAY
BLOOMFIELD HILLS, MI 48301
 Phone Number: 248-420-9999
 Email: jpesshaki@gmail.com

4. Project Designer/Developer

Name: D MET STUDIO ARCHITECTURE AND DESIGN
 Address: 832 W. 11 MILE RD
ROYAL OAK, MI 48067
 Phone Number: 313-401-5181
 Email: _____

5. Required Attachments

- One (1) paper copy and of all project plans including:
 - 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;
 - Detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - Certified Land Survey;
 - Interior floor plans;
 - Landscape Plan;
 - Photometric Plan;
 - Colored elevation drawings for each building elevation;
- One (1) digital copy of all project plans;
- Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- Samples of all proposed materials;
- Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- Current aerial photographs of the site and surrounding properties;
- Proof of ownership;
- Any other data requested by a review board, Planning Department, or other City Departments.

6. Project Information

Address: 111 HENRIETTA ST & 195 W. MAPLE RD BIRMINGHAM, MI 48009
 Name of Development: _____
 Parcel ID#: 08-19-36-129-001
 Current Use: A-2 RESTAURANT
 Proposed Use: A-2 RESTAURANT
 Area of Site in Acres: 0.00
 Current Zoning: B4 with D4 overlay

	Yes	No
Is the property located in a floodplain? -----	☐	☒
Is the property within a Historic District? ---	☐	☒
→ If so, which? _____		
Will the project require a variance? -----	☐	☒
→ If so, how many? _____		
Has the project been reviewed by a Board?	☐	☒
→ If so, which? <u>FORTHCOMING</u>		

7. Details of the Request for Preliminary Site Plan Review

Change of ownership of the current business known as Brooklyn Pizza and Bar. The dba name will stay the same and the new legal business entity is "111 Brooklyn BHAM, LLC." There will be no structural changes to plumbing, electrical, or building structures. Very nominal non-structural changes will occur. The applicants will continue the menu.

X

8. Buildings and Structures

Number of buildings on site: 1
Use of building(s): Commercial

Height of building(s):
Number of stories:

9. Floor Use and Area (in Square Feet)

Proposed Commercial Uses:

Total basement floor area: N/A
Total ground floor area: 1,880 sq ft
Square feet per upper floor(s): N/A

Commercial floor area: N/A
Industrial floor area: N/A
Office floor area: N/A
Total floor area: 1,880 sq ft

Proposed Residential Uses:

Total number of units: N/A
Number of two or less room units: N/A
Number of three or more room units: N/A

Residential unit floor area: N/A
Residential amenity floor area: N/A
Unit Type(s): ☐ Rental ☐ Condominiums ☐ Both

Proposed Additions:

Existing total floor area: NONE
Proposed total floor area: NONE

Location of addition(s): ☐ Rooftop ☐ Side ☐ Rear
☐ Front ☐ Other (please specify) N/A

10. Required and Proposed Setbacks

Required front setback: NONE
Required rear setback: N/A
Required side setback(s): N/A

Proposed front setback: N/A
Proposed rear setback: N/A
Proposed side setback(s): N/A

11. Required and Proposed Parking

Required number of parking spaces: CITY PARKING
Proposed number of parking spaces: CITY PARKING

Typical size of parking spaces: CITY PARKING
Number of barrier free spaces: CITY PARKING

12. Landscaping

Description of proposed landscaping:
EXISTING PLANTERS AND LANDSCAPING

☒ I have reviewed the City of Birmingham’s Prohibited Species in Article 4, Section 4.20 of the Zoning Ordinance

13. Streetscape

Required sidewalk width:
Required benches:
Required street trees:
Require street lights:
Required trash receptacles:
Required bike racks:

Proposed sidewalk width:
Proposed benches:
Proposed street trees:
Proposed street lights:
Proposed trash receptacles:
Proposed bike racks:

14. Loading

Required loading spaces: N/A
Required dimensions: N/A

Proposed loading spaces: N/A
Proposed dimensions: N/A

15. Waste Receptacles

Location of waste receptacle(s):
WILL REMAIN THE SAME

Types of waste receptacles: ☒ Dumpster ☒ Recycling
☐ Compactor ☐ Cans ☐ Grease ☐ Other

16. Mechanical Equipment

Rooftop Mechanical Equipment:

Description of location of units on rooftop: _____

Number of units: _____
 Types of units: _____

Ground Mounted Mechanical Equipment:

Description of location of units on ground: _____

Number of units: _____
 Types of units: _____

Utilities and Transformers:

Description of location of units on ground: _____

Number of units: _____
 Types of units: _____

17. Lighting

Location of light fixtures: _____
 WITHIN THE CITY SIDEWALK AND PATIO AREA

Types of light fixtures: ☐ Spot ☐ Flood ☐ Area
☐ Bollard ☐ In-grade ☐ Goosenecks ☐ Lanterns
☐ Security ☒ Pole-Mounted ☐ Wall Pack ☐ Other

The undersigned applicant and architect state the above information is true and correct, and understand 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 applicant and architect further state that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with the same. The undersigned applicant and architect will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Property Owner: FREUND INVESTMENT II, LLC,

By Freund Investment LLC
 Its: Managing Member
 By: 
 Name: Robert A. Freund
 Its: Managing Member

Date: 12/21/2024

Signature of Applicant: 

Date: 12/21/2024

Print Name: James P. Esshaki

Signature of Architect: N/A

Print Name: N/A

Date: _____

Office Use Only

Application #: _____	Date Received: _____	Fee: \$ _____
Date of Approval: _____	Date of Denial: _____	Reviewed By: _____

Building Façades – Street View



View of new entrance

Building Façades – Colored Exterior Elevations

Paint Scheme / Color Palette

-  Sherwin-Williams
High Reflective White SW 7757
RGB: 247 247 241
-  Sherwin-Williams
Ceiling Bright White SW 7007
RGB: 233 235 231
-  Sherwin-Williams
Caviar SW 6990
RGB: 49 48 49
-  Sherwin-Williams
Honorable Blue SW 6811
RGB: 22 69 118
-  Sherwin-Williams
In the Navy SW 9178
RGB: 40 56 73



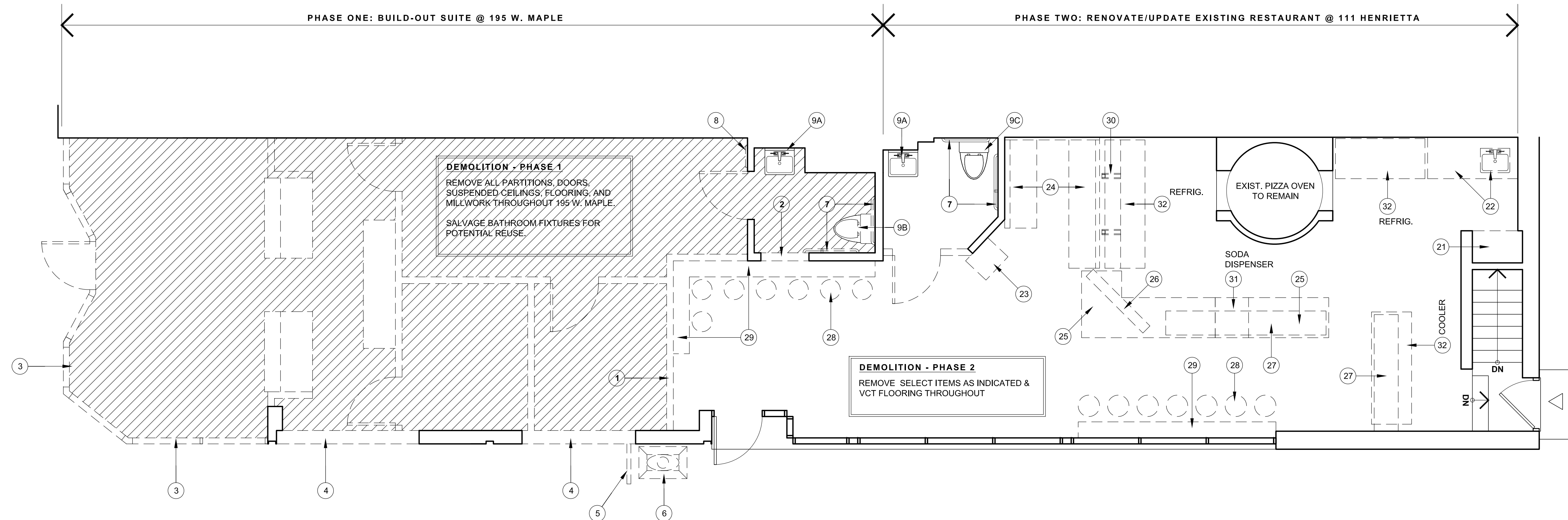
South Elevation (Public Alley)

North Elevation (Maple Road)

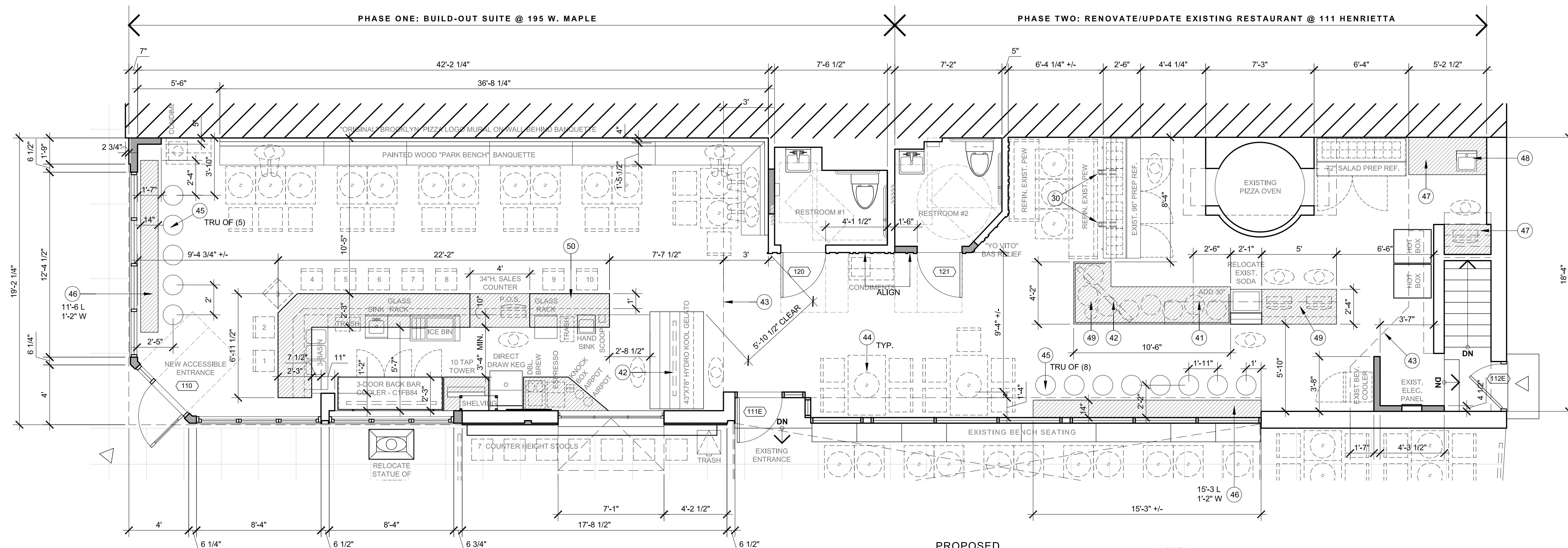
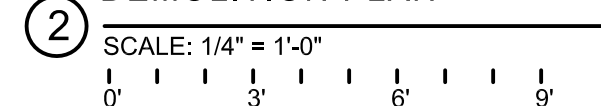


West Elevation (Henrietta Street)

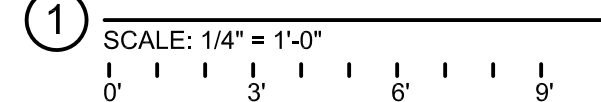
Current Revised Plans for City Commission Consideration



EXISTING GROUND FLOOR PLAN /
DEMOLITION PLAN



PROPOSED
GROUND FLOOR PLAN



GENERAL NOTES

1. UNLESS INDICATED OTHERWISE, ALL DIMENSIONS ARE 'NOMINAL' FROM FINISH-TO-FINISH OR 'FINISH-TO-CENTER'
2. PARTITIONS: NEW INTERIOR PARTITIONS ARE INDICATED ON THE FLOOR PLAN BY A SINGLE GRAY HATCHED TYPE. PARTITION DETAILS FOR MORE INFO.
3. PARTITION HEIGHT: THE CEILING HEIGHT OF EACH ROOM IS DESIGNATED ON THE RCP. NEW WALLS SHALL EXTEND TO A HEIGHT ABOVE THE FINISH CEILING, OR AS OTHERWISE NOTED ON THE RCP & INTERIOR ELEVATIONS.
4. NEW & EXISTING DOORS ARE DESIGNATED BY A DOOR TAG. EXISTING DOORS ARE FOLLOWED BY AN 'E'; REFER TO DOOR SCHEDULE FOR MORE INFO.
5. EXCEPT WHERE NOTED OTHERWISE, ALL PLUMBING FIXTURES SHALL BE PURCHASED & INSTALLED BY THE CONTRACTOR; REFER TO MEP DESIGN-BUILD NOTES ON SHEET A102 FOR MORE INFO.
6. EXCEPT WHERE INDICATED AS 'EXISTING' OR 'BY OWNER', ALL KITCHENS & BARS, EQUIPMENT SHALL BE PURCHASED & INSTALLED BY THE CONTRACTOR; SUBMIT PURCHASE ORDERS TO OWNER/ARCHITECT FOR REVIEW PRIOR TO PURCHASING

KEYED NOTES

DEMOLITION - PHASE 1

- 1 EXIST. DEMISING WALL TO REMAIN INTACT THROUGHOUT PHASE ONE CONSTRUCTION; REMOVE AT BEGINNING OF PHASE TWO.
- 2 EXIST. BATHROOM WALL TO REMAIN INTACT THROUGHOUT PHASE ONE CONSTRUCTION; CREATE DOOR OPENING AT BEGINNING OF PHASE TWO.
- 3 REMOVE EXIST. STOREFRONT SYSTEM AND KEEF WALL. REFER TO EXT. ELEV. ON A200 FOR MORE INFO.
- 4 REMOVE EXIST. WALL CONSTRUCTION TO MAKE WAY FOR NEW STOREFRONT WINDOW, REFER TO EXT. ELEV. FOR MORE INFO.
- 5 SALVAGE EXIST. PROJECTING SIGN & (2) SIGN LIGHTS. SAVE FOR REUSE; REFER TO EXT. ELEV. FOR MORE INFO.
- 6 PROTECT EXIST. STATUE DURING CONSTRUCTION; MOVE TO NEW LOCATION
- 7 SALVAGE S.S. GRAB BARS & SAVE FOR REUSE
- 8 RELOCATE ELECTRICAL PANEL TO BASEMENT
- 9A REMOVE & DISCARD BATHROOM SINK, FAUCET, & MIRROR
- 9B REMOVE & RELOCATE EXISTING TOILET
- 9C REMOVE & RE-INSTALL EXIST. TOILET AS NEEDED FOR NEW FLOORING

DEMOLITION - PHASE 2

- (21) REMOVE & DISCARD EXIST. COUNTER & BASE CABINET
- (22) REMOVE & DISCARD EXIST. SINK, COUNTER, & BASE CABINETS
- (23) REMOVE & DISCARD EXIST. TRASH ENCLOSURE
- (24) PROTECT CHURCH Pews DURING CONSTRUCTION; OWNER WILL RE-FINISH ITEM
- (25) REMOVE EXIST. SALES COUNTERS; SALVAGE SNEEZE GUARD & WOOD TOP FOR POTENTIAL REUSE
- (26) PROTECT MENU BOARD DURING CONSTRUCTION; OWNER WILL UPDATE MENU
- (27) REMOVE & DISCARD OVERHEAD STORAGE
- (28) SALVAGE FLOOR MOUNTED BARSTOOLS & SAVE BEST ONES FOR REUSE; OWNER WILL RE-UPHOLSTER
- (29) SALVAGE COUNTER & STEEL TUBE SUPPORTS; SAVE FOR REUSE
- (30) REMOVE EXIST. FLOOR MOUNTED SNEEZE GUARD; RE-INSTALL AFTER NEW FLOORING IS DONE
- (31) DISCONNECT KITCHEN EQUIP. & PROTECT DURING CONSTRUCTION; SAVE FOR REUSE
- (32) DISCONNECT KITCHEN EQUIP. & RETURN TO OWNER; DISCARD IF NOT WANTED

NEW CONSTRUCTION

- (41) DASHED LINE INDICATES NEW OVERHEAD STORAGE, SEE INT. ELEV. FOR MORE INFO.
- (42) DASHED LINE INDICATES MENU BOARD, SEE INT. ELEV. FOR MORE INFO.
- (43) DASHED LINE INDICATES NEW CEILING SOFFIT, SEE RCP & INT. ELEV. FOR MORE INFO.
- (44) HIDDEN LINE INDICATES FURNITURE BY OWNER, SEE FURN. PLAN FOR MORE INFO.
- (45) REFURBISHED/NEW FLOOR MOUNTED STOOLS, SEE FURN. PLANS FOR MORE INFO.
- (46) REFURBISHED/NEW FLOOR MOUNTED COUNTER; RE-USE EXIST. STEEL TUBE SUPPORTS WHERE POSSIBLE
- (47) REPLACE EXIST. MILLWORK W/ NEW PLAM COUNTER & BASE CABINET
- (48) REPLACE EXIST. HAND SINK & FAUCET
- (49) NEW SALES COUNTER & BUTCHER BLOCK COUNTERTOP, SEE INT. ELEV. FOR MORE INFO.
- (50) NEW BAR & QUARTZ COUNTERTOP, SEE INT. ELEV. FOR MORE INFO.

PROJECT TITLE:

BROOKLYN PIZZA EXPANSION

Birmingham, Michigan

location
111 Henrietta St. &
195 W. Maple
Birmingham, MI 48009

contact / owner
Hani "Sam" Abdelfatah

ARCHITECT:

D MET design
architecture studio

Midtown Detroit
15 E. Kirby, suite 103
Detroit, MI 48202

phone
313.401.5181

contact
Joel T. Schmidt, RA
dmetdesign@gmail.com

www.dmetdesign.com

CONSULTANTS:

ISSUED FOR:

INITIAL SLUP APP.	JUL 5, 2019
BAR REVISIONS	AUG 19, 2019
SLUP APP.	SEP 17, 2019
PROJECT COORD.	OCT 10, 2019
BID DOCUMENTS	OCT 31, 2019

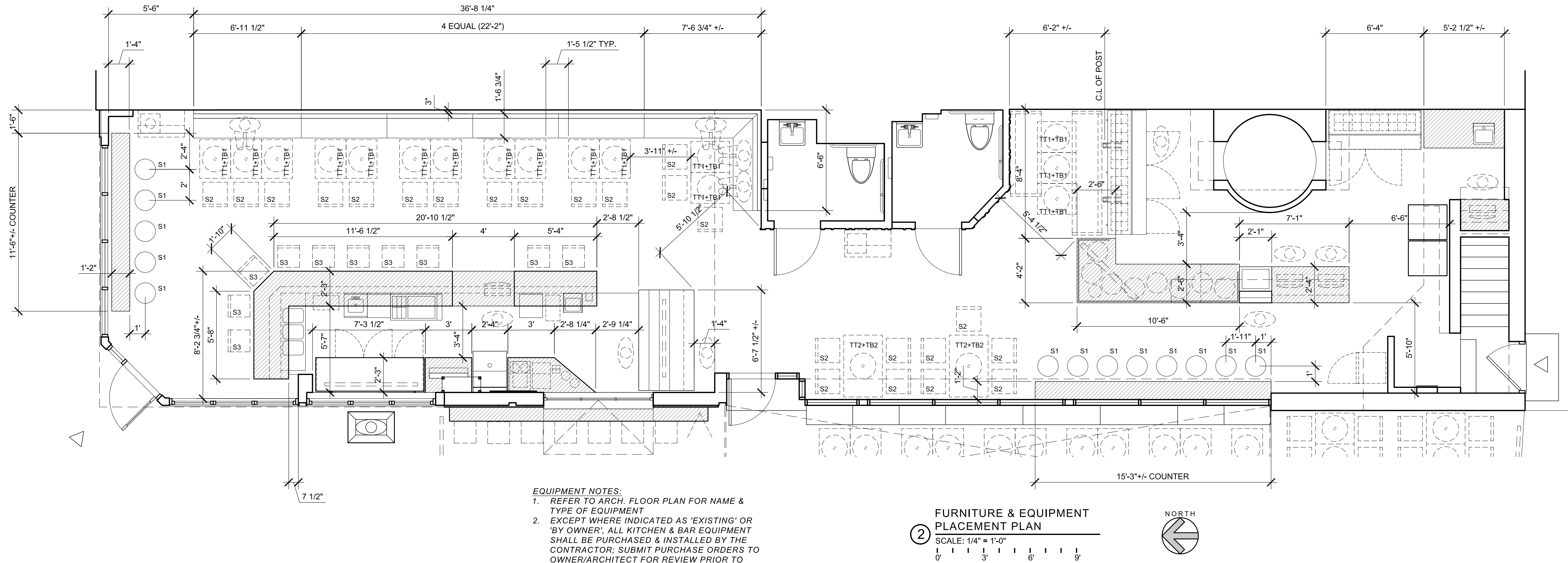
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GROUND FLOOR PLAN

SHEET NO.

A101



FURNITURE NOTES:

1. THE TOTAL NUMBER OF INDOOR SEATS = 65, INCLUDING 10 BARSTOOLS @ THE BAR
2. THREE OF THE BARSTOOLS SHALL BE REMOVED WHEN THE THREE OUTDOOR BARSTOOLS IN FRONT OF THE WINDOW ARE IN PLACE; SEE OUTDOOR SEATING PLAN ON SHEET A300 FOR MORE INFO.
3. WITH THE EXCEPTION OF THE BUILT-IN MILLWORK, THE FURNITURE SHALL BE PURCHASED BY OWNER & UNLOADED & INSTALLED BY CONTRACTOR

INTERIOR FURNITURE SCHEDULE

TAG	DESCRIPTION	DETAILS	QUANTITY	SOURCE / MANUFACTURER REP.	NOTES
SEAT #1	FLOOR MOUNTED STOOL	-	13	-	-
SEAT #2	CHAIR	-	23	BEAUFURN.COM	-
SEAT #3	BARSTOOL	-	10	BEAUFURN.COM	3 SEATS TO BE SEASONAL & REMOVED WHEN OUTDOOR STOOLS ARE @ COUNTER
TABLE TOP #1	RECTANGULAR RESIN TABLE TOP, WHITE	24" X 30"	16	-	-
TABLE TOP #2	RECTANGULAR RESIN TABLE TOP, WHITE	48" X 30"	2	-	-
TABLE BASE #1	24"X30" TABLE BASE	-	16	BEAUFURN.COM	-
TABLE BASE #2	48"X30" TABLE BASE	-	2	BEAUFURN.COM	-

GENERAL NOTES

1. UNLESS INDICATED OTHERWISE, ALL DIMENSIONS ARE 'NOMINAL' FROM FINISH-TO-FINISH OR 'FINISH-TO-CENTER'
2. FINISHES ARE INDICATED WITH A MATERIAL-FINISHES TAG; REFER TO MATERIAL SCHEDULE FOR MORE INFO.
3. WALL FINISHES & OTHER RELEVANT FINISH INFO. ARE INDICATED ON THE INT. ELEV. & RCP; SEE INT. ELEV. & RCP FOR MORE INFO.
- 4.

KEYED NOTES

FURNITURE PLAN

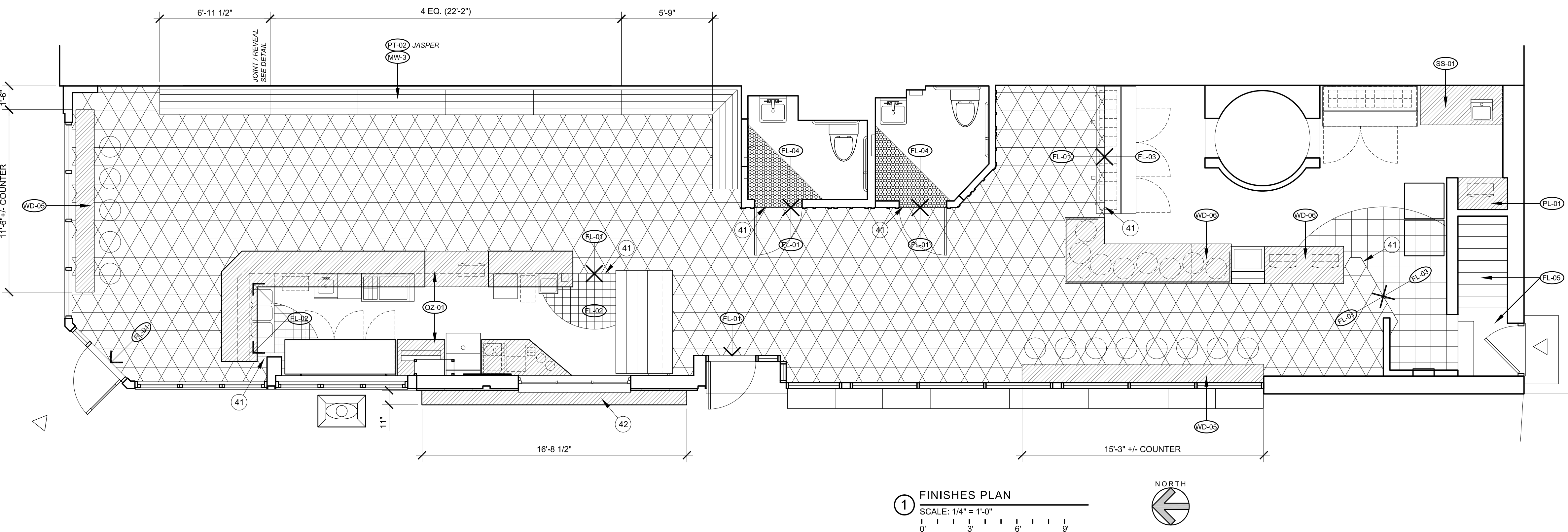
1 -

EQUIPMENT NOTES:

1. REFER TO ARCH. FLOOR PLAN FOR NAME & TYPE OF EQUIPMENT
2. EXCEPT WHERE INDICATED AS 'EXISTING' OR 'BY OWNER', ALL KITCHEN & BAR EQUIPMENT SHALL BE PURCHASED & INSTALLED BY THE CONTRACTOR. SUBMIT PURCHASE ORDERS TO OWNER/ARCHITECT FOR REVIEW PRIOR TO PURCHASING

FINISHES PLAN

- 41 PROVIDE SCHLUTER TRIM @ LVT-TILE TRANSITIONS, PROFILE & FINISH TBD.; CONSULT W/ ARCH. ONCE EXIST. CONDITIONS ARE KNOWN
- 42 6.S. PIZZA COUNTER ON CUSTOM METAL BRACKETS ANCHORED TO EXIST. MASONRY WALL; SEE EXT. ELEV. & EXT. DETAILS FOR MORE INFO.



PROJECT TITLE:

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PIZZA
EXPANSION**

Birmingham, Michigan

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contact / owner
Hani "Sam" Abdelfatah

ARCHITECT:

D MET design
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Detroit, MI 48202

phone
313.401.5181

contact
Joel T. Schmidt, RA
dmetdesign@gmail.com

www.dmetdesign.com

CONSULTANTS:

ISSUED FOR:

BID DOCUMENTS OCT 31, 2019

STAMP:

SHEET NAME:

**FURN. PLAN &
FINISHES PLAN**

SHEET NO.

A102

GENERAL NOTES

1. SELECTIVE DEMOLITION IS INDICATED BY A CROSS HATCH PATTERN

PROJECT TITLE:

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PIZZA
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CONSULTANTS:

ISSUED FOR:

BID DOCUMENTS

OCT 31, 2019

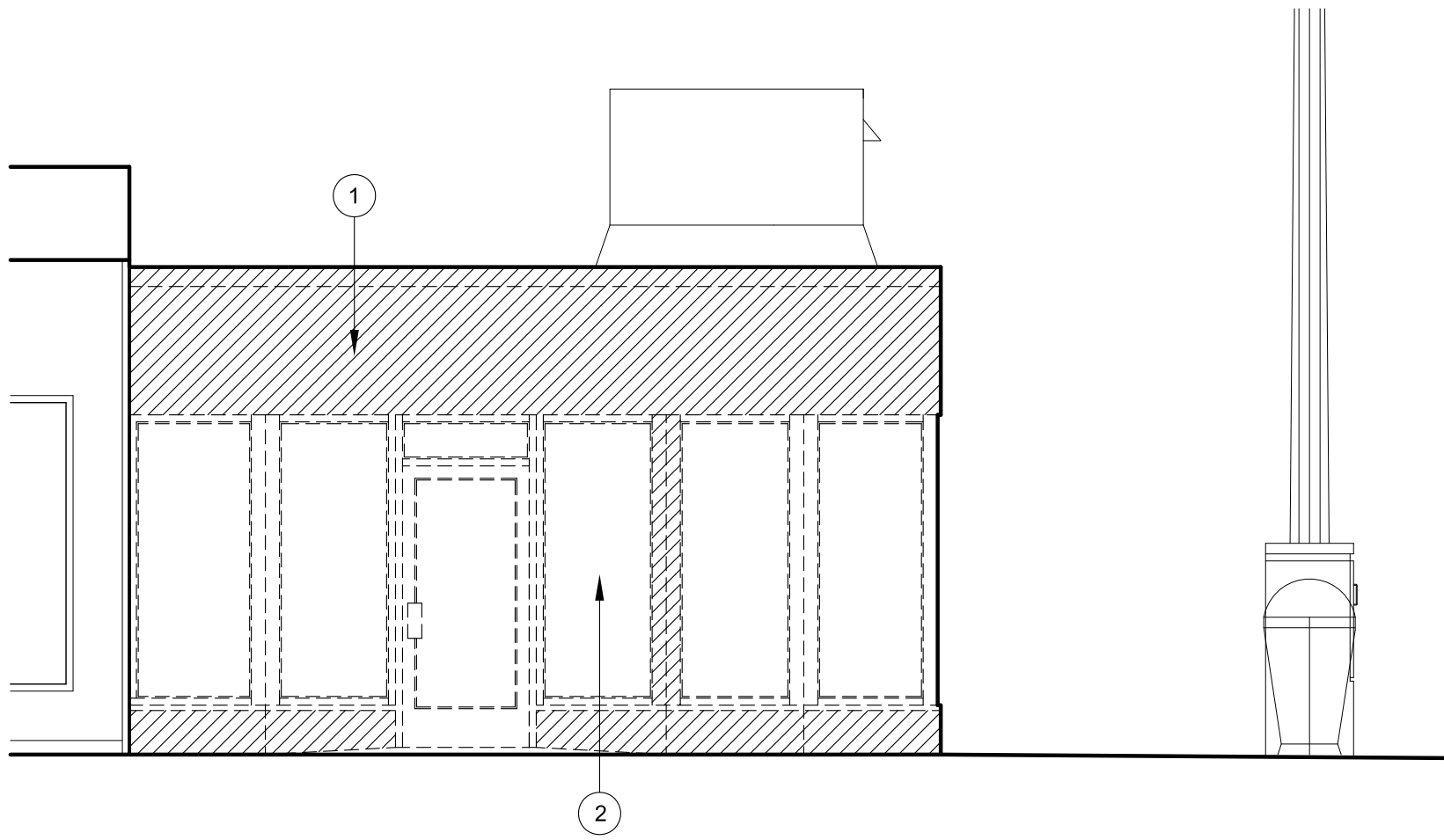
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SHEET NAME:

EXTERIOR
ELEVATIONS
DEMOLITION

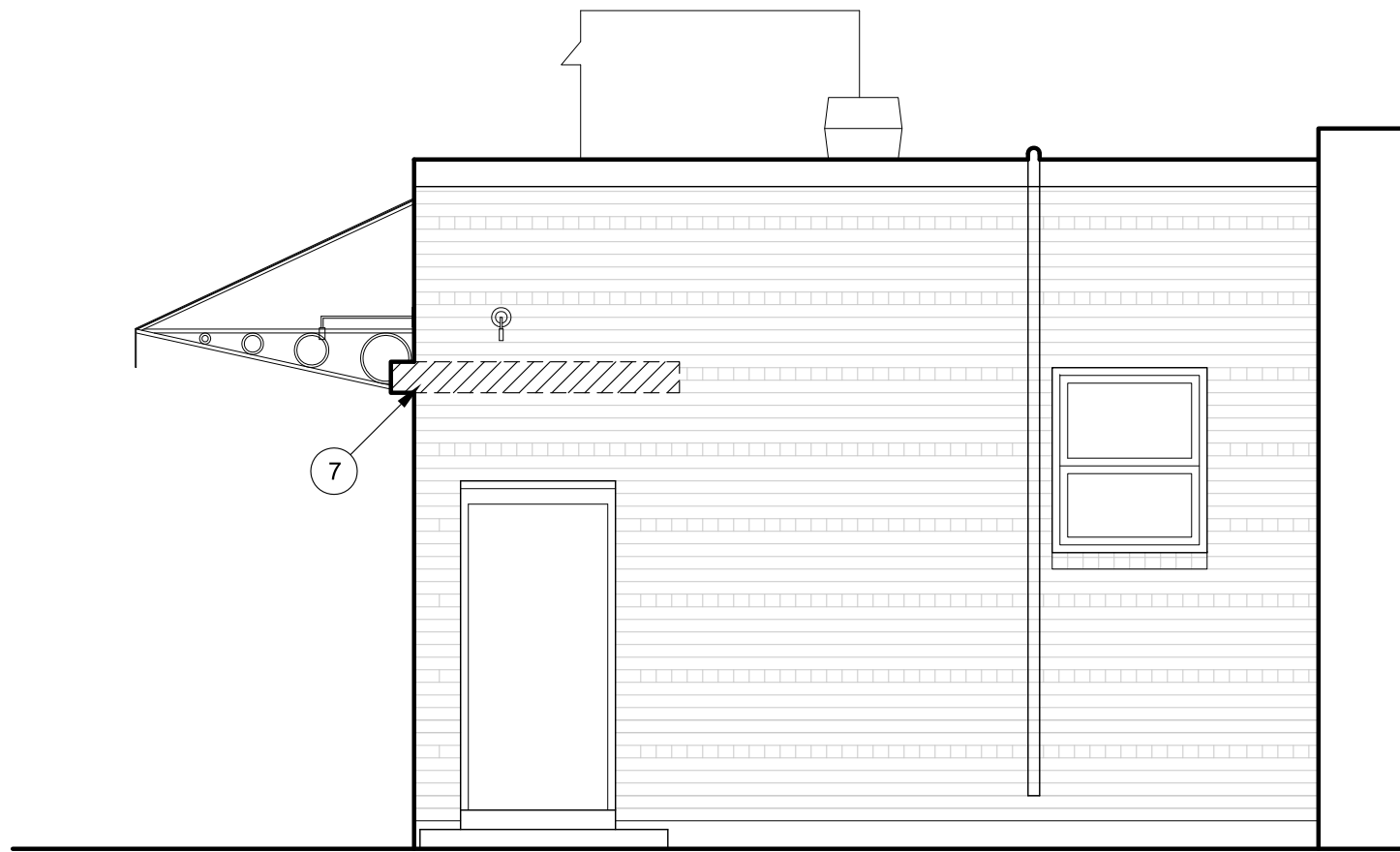
SHEET NO.

A200



NORTH ELEVATION
(MAPLE ROAD)

③ SCALE: 1/4" = 1'-0"
0' 3' 6' 9'



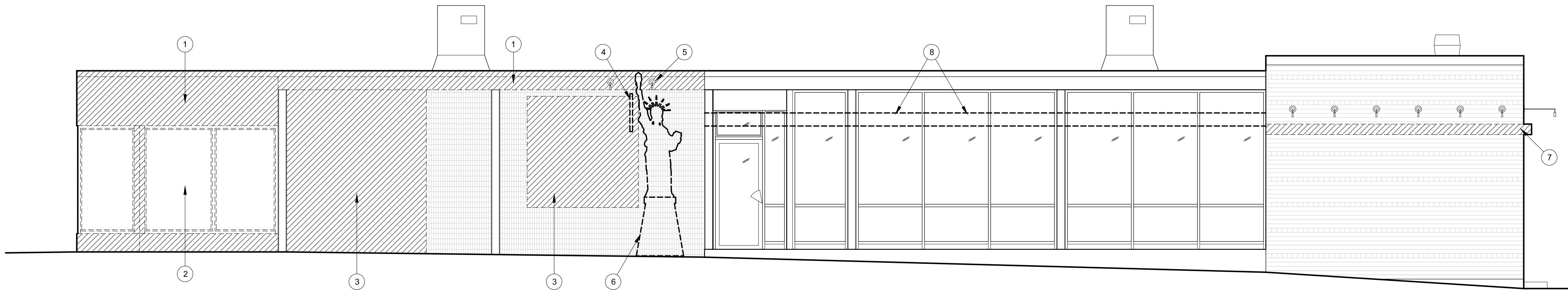
SOUTH ELEVATION
(PUBLIC ALLEY)

② SCALE: 1/4" = 1'-0"
0' 3' 6' 9'



KEYED NOTES

- ① REMOVE EXIST. FRIEZE BOARD
② REMOVE EXIST. STOREFRONT SYSTEM AND KNEE WALL
③ REMOVE EXIST. WALL CONSTRUCTION TO MAKE WAY FOR NEW STOREFRONT WINDOW
④ SALVAGE EXIST. PROJECTING SIGN BRACKET & SAVE FOR REUSE
⑤ SALVAGE (2) SIGN LIGHTS & SAVE FOR REUSE
⑥ PROTECT EXIST. STATUE DURING CONSTRUCTION; MOVE TO NEW LOCATION
⑦ REMOVE & REPLACE DETERIORATING SIGN; SALVAGE LETTERS FOR POTENTIAL RE-USE
⑧ DASHED LINE INDICATES EXTENT OF EXIST. CANOPY; PROTECT THROUGHOUT CONSTRUCTION, REMOVE & RE-INSTALL IF NECESSARY



WEST ELEVATION
(HENRIETTA STREET)

① SCALE: 1/4" = 1'-0"
0' 3' 6' 9'



GLASS TYPE = GUARDIAN "ULTRACLEAR"
(LOW-IRON) FLOAT GLASS W/ SUNGUARD
NEUTRAL 78/65 HIGH PERFORMANCE
COATING ON SURFACE #2

1. PRIOR TO INSTALLING CLADDING ASSEMBLY OVER EXIST. EXTERIOR WALLS, CONTRACTOR SHALL INSPECT WALL. REMOVE LOOSE PAINT, AND RE-REPOINT WHERE NECESSARY.
2. MAX. SPACING OF FASTENERS TO BE VERIFIED AND SET BY CLADDING SUPPLIER. CONTRACTOR SHALL ADJUST FURRING LAYOUT ACCORDINGLY.

ENLARGED PANEL ELEVATION	
P1	PAINTED, 8MM (5/16") THICK MINERIT HD FIBER CEMENT PANEL ON 1-1/2" GALV. METAL FURRING. REFER TO MANUFAC. INSTALL. INSTRUCTIONS FOR MORE INFO.
P2	PRE-DRILLED HOLE BY FIBER CEMENT PANEL SUPPLIER
P3	3/8" OPEN JOINT BETWEEN PANELS
P4	PAINTED ACCENT TRIANGLE, COLOR TBD.
P5	HIDDEN LINES INDICATES LOCATION OF VERTICAL FURRING
P6	HIDDEN LINE INDICATE TOP EDGE OF TOP ROW BEHIND METAL COPING
P7	PERFORATED METAL VENT AT BOTTOM EDGE OF CLADDING, FURNISHED BY SUPPLIER, INSTALLED BY CONTRACTOR; (NOT SHOWN)
P8	NEW ALUMINUM COPING, COLOR: WHITE



NOTE: AREA OF GLAZING = 70% OF FACADE

WEST ELEVATION
(HENRIETTA STREET)

1. BUILDING HEIGHTS ARE DESIGNATED BY A 'DATUM TAG' AND MEASURED FROM THE FLOOR SLAB INSIDE 111 HENRIETTA, ALSO KNOWN AS GROUND FLOOR, FIN. FLR. ELEV. 0'-0". THE HEIGHT OF THE FLOOR SLAB INSIDE 195 W. MAPLE IS UNKNOWN BUT IS BELIEVED TO BE AT THE SAME LEVEL.

- 1 NEW 8MM MINERIT HD (FIBER CEMENT) GREENSCREEN FACADE BOARDS ON 7/8" GALV. METAL FURRING; PAINT BOTH SIDES OF BOARDS PER MANUFAC. INSTRUCTIONS, COLORS: TBD.
- 2 CLEAR ANODIZED, TERM. BROKEN ALUM. STOREFRONT WINDOW FRAME BY RAMCO W/ 1" I.G.U.; SEE GLASS SPEC. THIS SHEET
- 3 NOT USED
- 4 DOUBLE GLAZED SST-II HYDRAULIC BI-FOLD WINDOW BY CRWIN DOORS OR EQUAL, IN "WHITE ALUMINUM" (RAL 9006); SEE GLASS SPEC. THIS SHEET
- 5 CLEAR ANODIZED ALUM. STOREFRONT DOOR, SIDELITE, & TRANSOM BY RAMCO; SEE GLASS SPEC. THIS SHEET
- 6 18 GAUGE +/-, CLEAR ANODIZED ALUM. BRAKE METAL CASING; SEE DETAILS ON SHEET XXXX FOR MORE INFO.
- 7 PRIME & PAINT EXIST. COLUMN; COLOR: TBD
- 8 10 GAUGE +/-, CLEAR ANODIZED ALUM. BRAKE METAL SILL & JAMBS, SEE EXT. DETAILS BEGINNING ON SHEET A301 FOR MORE INFO.
- 9 NEW ALUMINUM COPING, COLOR: WHITE
- 9A EXISTING COPING TO REMAIN
- 10 SHADED AREA INDICATES ACCENT COLOR, SEE ENLARGED DETAILS FOR MORE INFO.
- 11 NEW EQUIP SCREEN = PAINTED, PERFORATED 7/8" CORRUGATED METAL SCREEN ON HORIZ. HAT CHANNELS ON GLAV. METAL FRAME & BASE SUPPORTS; SEE ROOF PLAN FOR MORE INFO.

BROOKLYN PIZZA EXPANSION

location
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195 W. Maple
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CONSULTANTS:

SLUP APP. DRAFT	JUL 5, 2019
SLUP APP. & HDC	SEP 17, 2019
PROJECT COORD.	OCT 10, 2019
BID DOCUMENTS	OCT 31, 2019

STAMP:

EXTERIOR ELEVATIONS

SHEET NO.

A201

TAG	DESCRIPTION	DETAILS	QUANTITY	SOURCE / MANUFACTURER REP.	NOTES
SEAT #1	TOLIX BRASSERIE CHAIR	33.5" H X 17.5" W X 19" D, 17.5" SH, STEEL, NO ARMS	23	BEAUFURN.COM	-
SEAT #2	TOLIX BRASSERIE BARSTOOL	29.5" H X 17" W X 17" D, STEEL	7	BEAUFURN.COM	-
TABLE TOP	RECTANGULAR FAUX WOOD URBAN TABLE TOP	#URB-2430, 24" X 30" THERMOSET RESIN RECTANGLE, STANDARD EDGE, ANTIQUE OAK FINISH	17	BEAUFURN.COM	-
TABLE BASE	BRUSHED ALUMINUM TRUMPET TABLE BASE	#90134 TABLE BASE, BRUSHED ALUMINUM, TRUMPET BASE	17	BEAUFURN.COM	-
TRASH CAN	40-GALLON STEEL TRASH CAN, WHITE	RUBBERMAID #FGST40EPLWH, 40 GAL STEEL SQUARE WHITE MEDICAL STEP CAN W/ RIGID PLASTIC LINER	1	WEBSTAURANTSTORE.COM	FINISH = WHITE
PLANTER #1	FIBERGLASS RECTANGULAR PLANTER BOX, BLACK	36" L X 16" W X 32" H, FIBERGLASS RECTANGULAR PLANTER BOX, BLACK	5	POTSPANTERSANDMORE.COM	FINISH = BLACK (IE INFINITY)
PLANTER #2	CUSTOM HANGING PLANTER BOX	40" L X 11" +/- W/ WOOD & STEEL PLANTER BOX	1	CUSTOM FABRICATION	REFER TO REFERENCE IMAGE
RAILING	CUSTOM METAL RAILING	34" H, STEEL	6 INDIVIDUAL SECTIONS	CUSTOM FABRICATION	SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO START OF FABRICATION
COUNTER	CUSTOM WOOD COUNTER	16'-8" L X 10" +/- D, CEDAR W/ POLYURETHANE COATING	1	CUSTOM FABRICATION	SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO START OF FABRICATION
EXISTING BENCH	EXIST WOOD BENCH & BACK-REST CUSHIONS	RE-FINISH WOOD W/ PLOY URETHANE COATING; REMOVE & PROTECT CUSHIONS DURING CONSTRUCTION	11+ PERSONS	BY GENERAL CONTRACTOR	-

NOTE:
THE LENGTH OF EACH SECTION VARIES, REFER TO PLAN
FOR MORE INFO & FIELD VERIFY ALL DIMENSIONS; MODIFY
OVERALL LENGTH WHILE KEEPING "Y" MOTIF CONSISTENT
FROM SECTION TO SECTION

1/2" TH X 2-1/2" W STEEL RAILING

2 1/2" +/-

9'-4" +/-

10"

2'-10"

10"

3 1/2"

10"

ANCHOR PLATE AND BOLTS
@ 4'-0" +/- O.C., TYP.

FIBERGLASS PLANTER BOX, TYP.

2'-8"

② DETAIL OF CUSTOM RAILING

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

0' 1' 2' 3' 4'

1. UNLESS INDICATED OTHERWISE, ALL DIMENSIONS ARE NOMINAL FROM FINISH-TO-FINISH OR FINISH-TO-CENTER LINE

OUTDOOR DINNING/PATIO

- 11 PROVIDE NEW ADA COMPLIANT SIDEWALK GRATE AT EXISTING STREET TREE, RE-GRADE AS REQ.; CONTACT CITY OF BIRMINGHAM PUBLIC WORKS DEPARTMENT FOR MORE INFO.
- 12A NEW FIBERGLASS PLANTER W/ PLANTED HERBS, COLOR = BLACK; REFER TO OUTDOOR FURNITURE SCHED. FOR MORE INFO.
- 12B CUSTOM HANGING PLANTER ATTACHED TO RAILING, FINISHES = WOOD & STEEL; REFER TO OUTDOOR FURNITURE SCHED. FOR MORE INFO.
- 13 NEW 34" HIGH, CUSTOM METAL RAILING, FINISH = MATTE BLACK; REFER TO OUTDOOR FURNITURE SCHED. FOR MORE INFO.
- 14 RELOCATE SOUTHERN-MOST PUBLIC BENCH, HERE; MAINTAIN 5' MIN. CLEARANCE BTWN. BENCH & PATIO BARRIER

**BROOKLYN
PIZZA
EXPANSION**
Birmingham, Michigan

contact / owner
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D MET design
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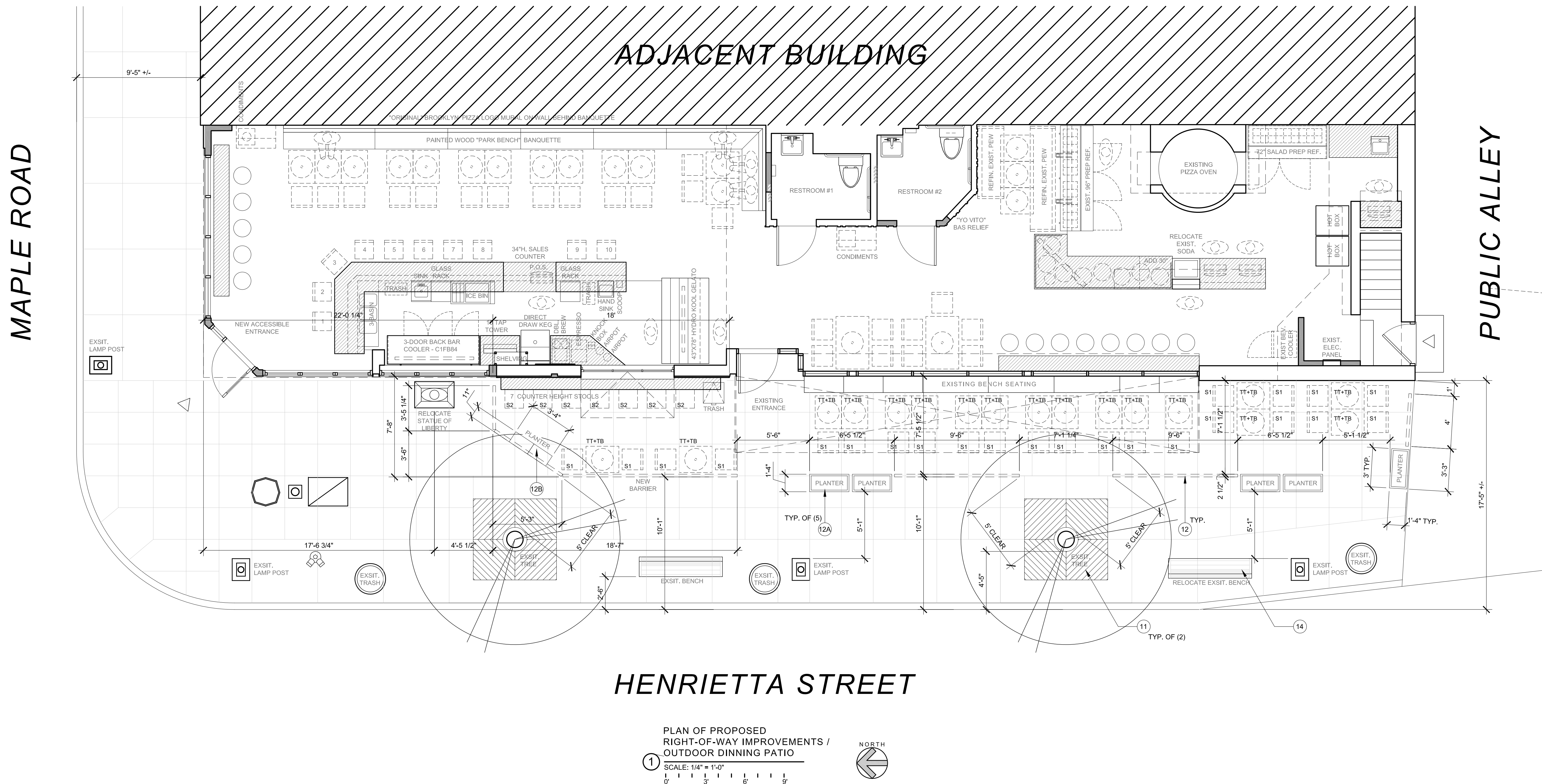
contact
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CONSULTANTS:

STAMP:

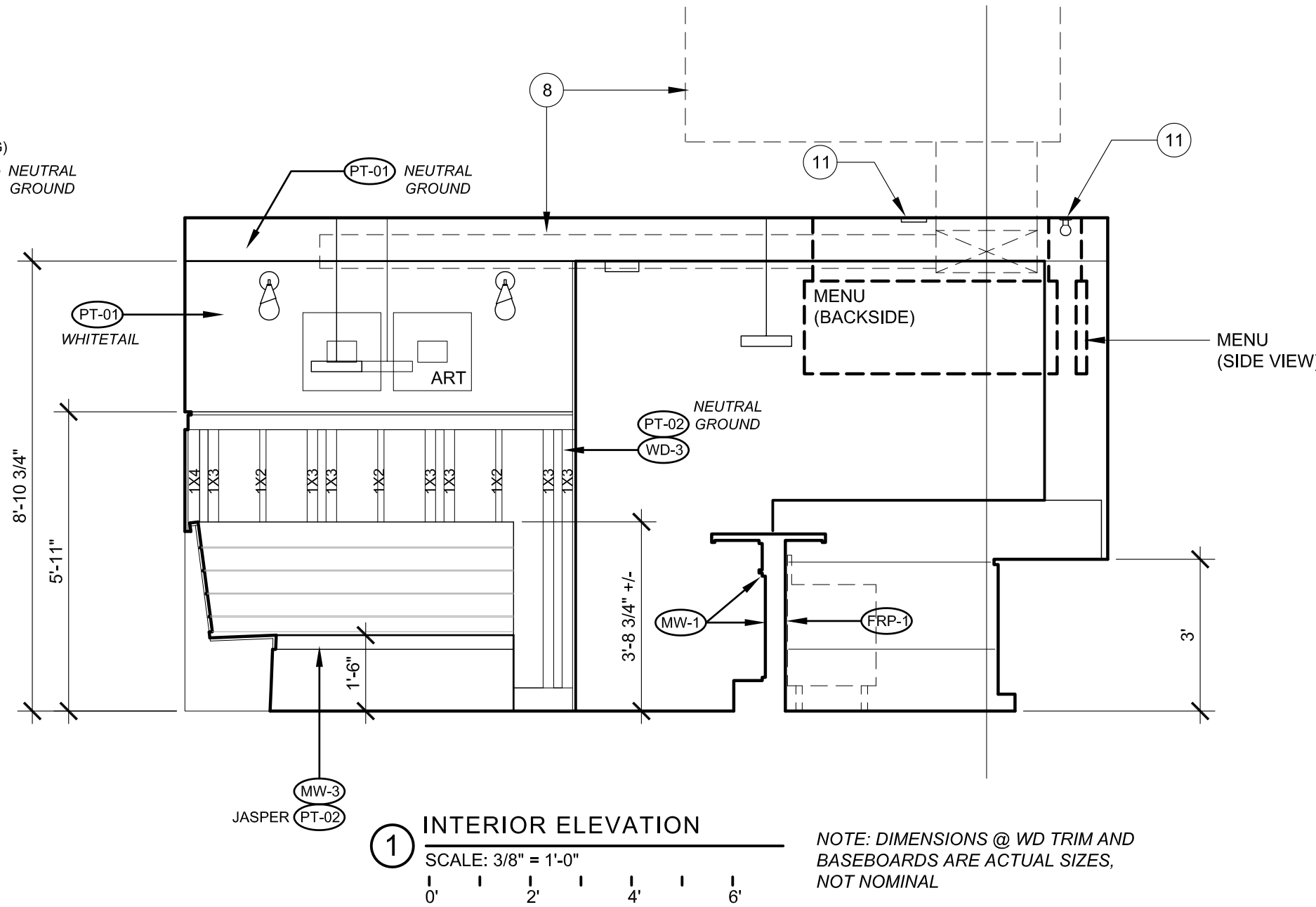
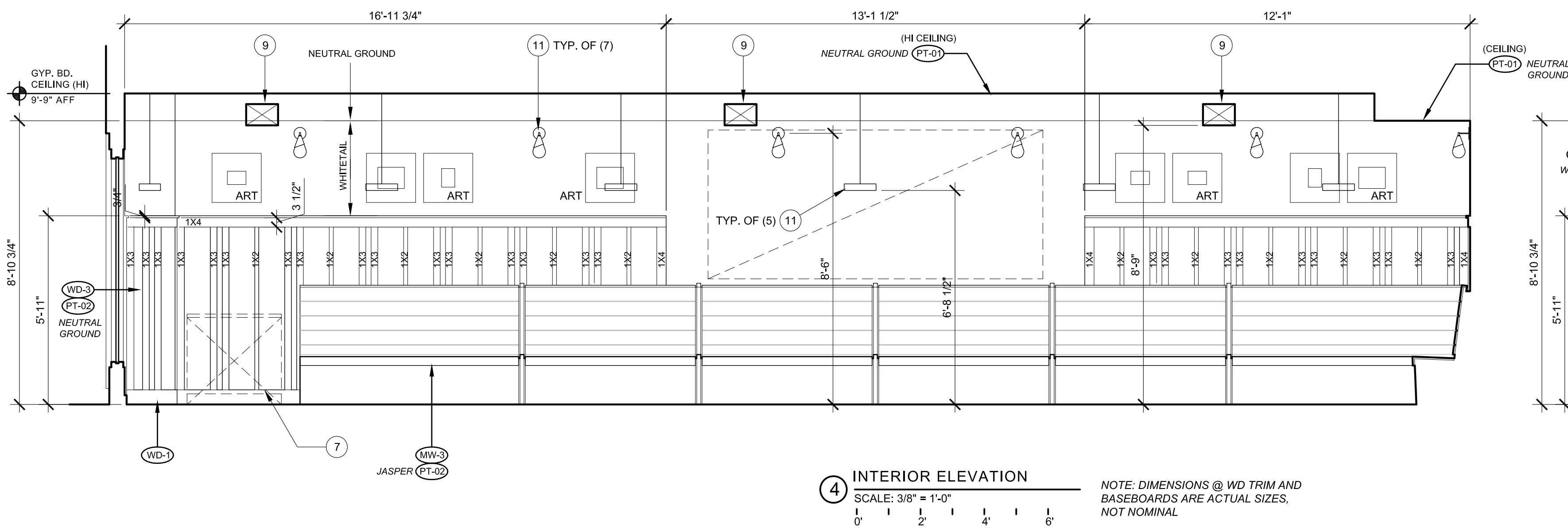
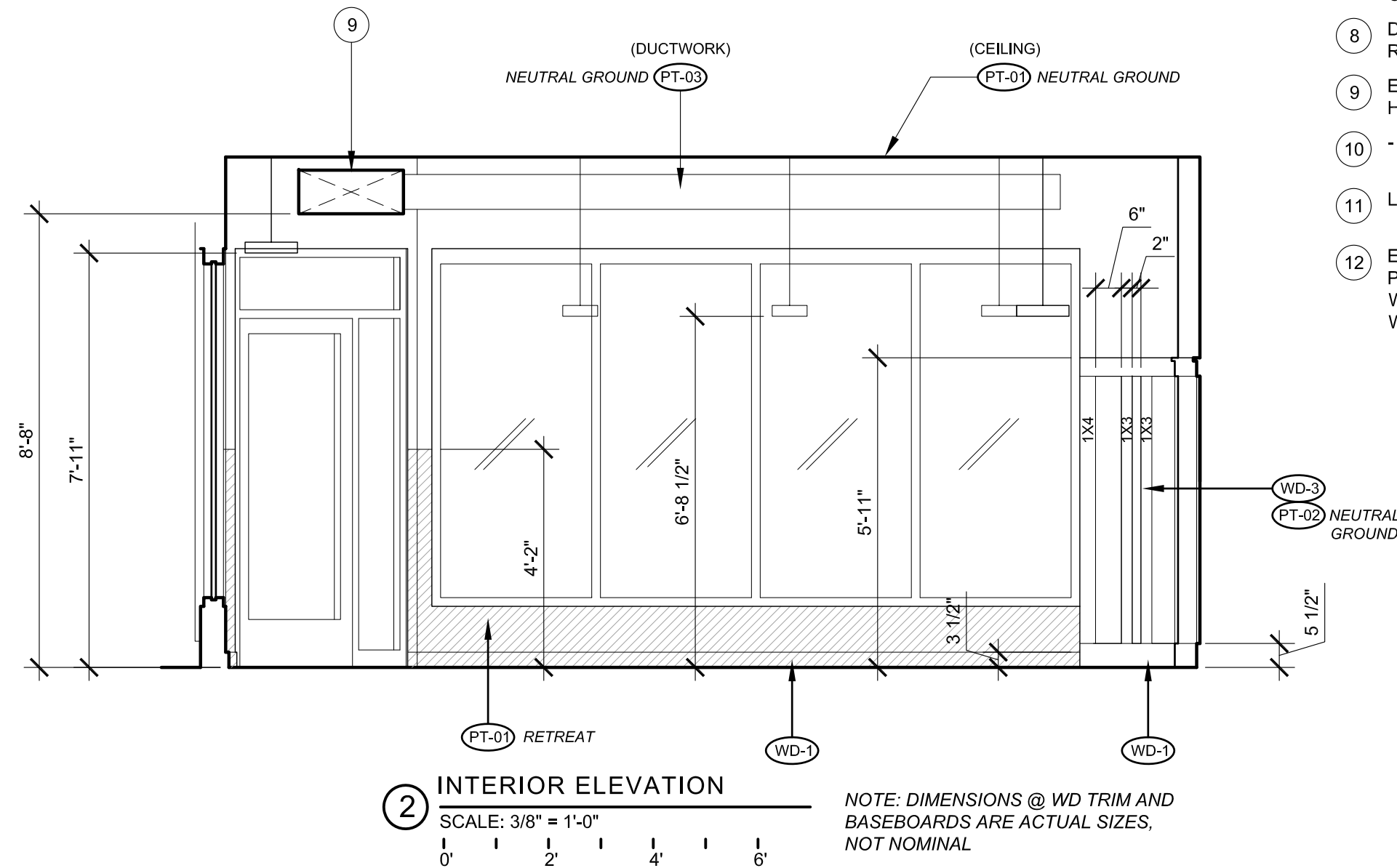
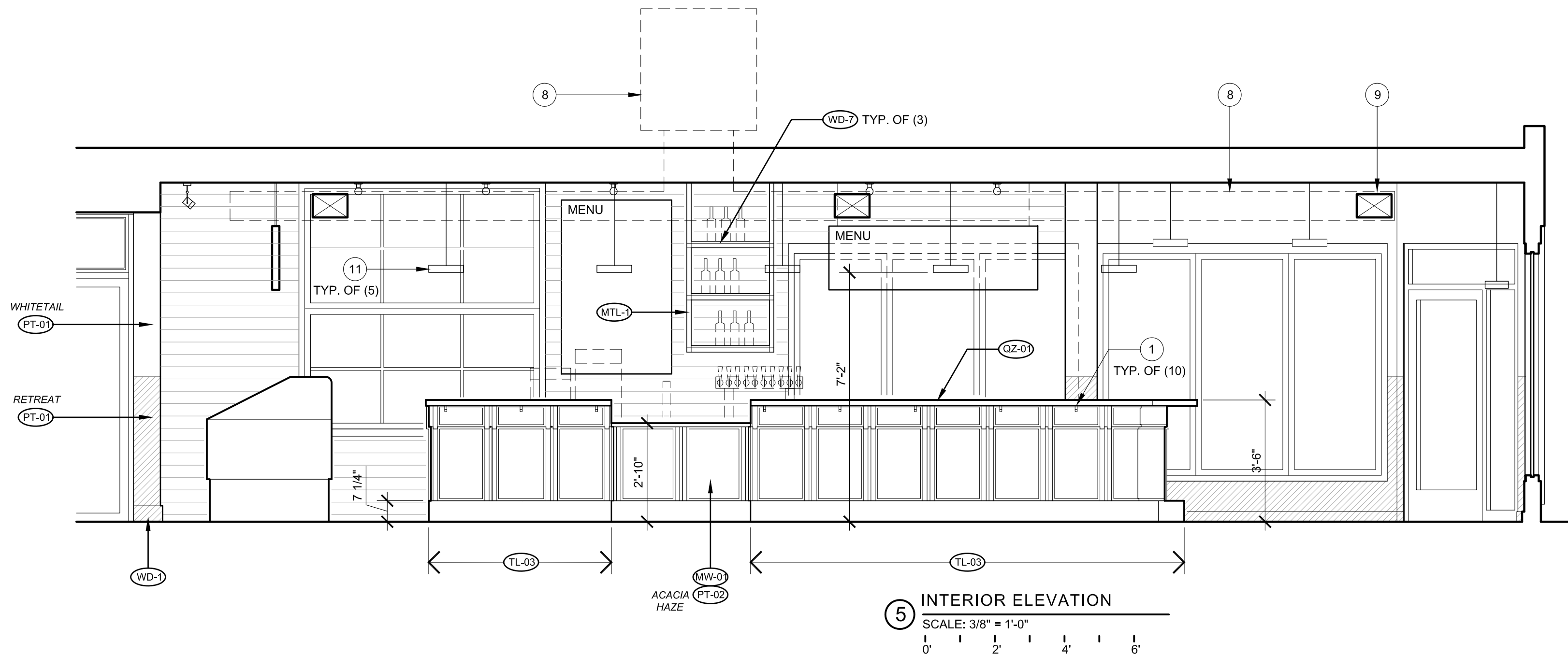
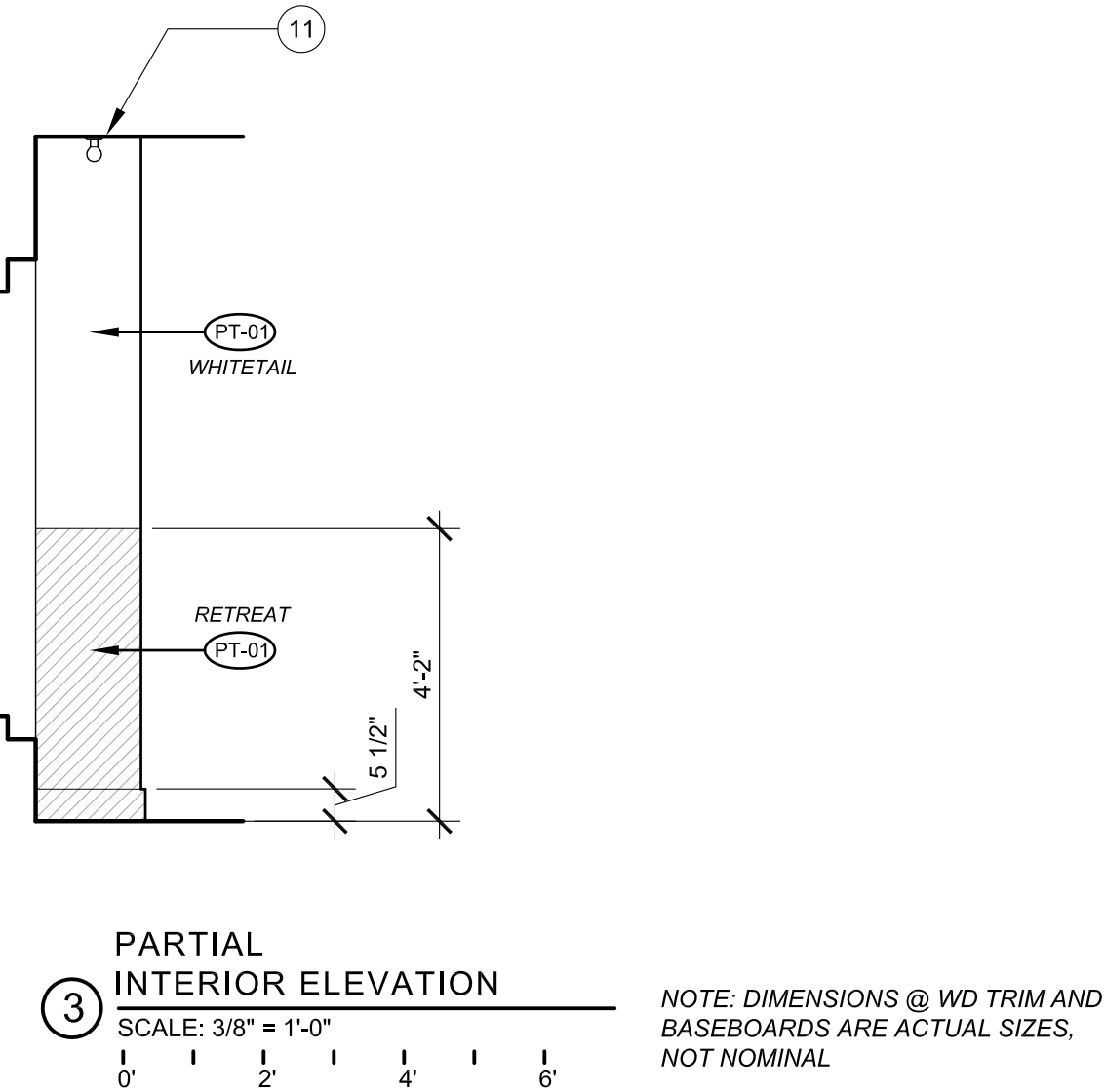
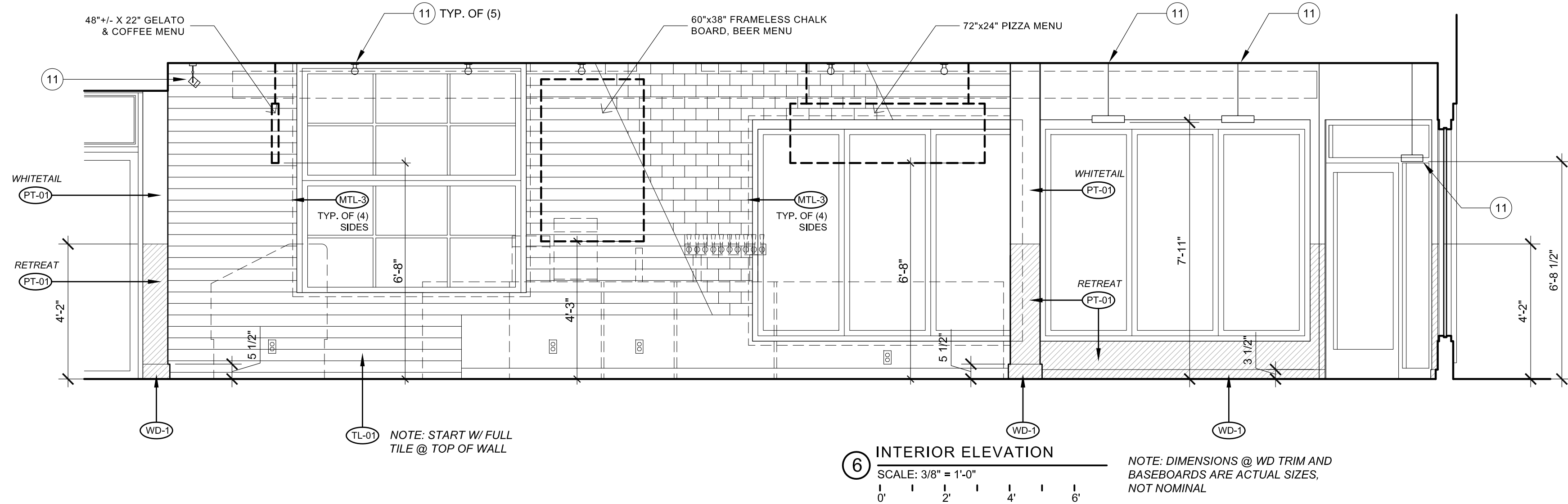
OUTDOOR DINNING PATIO & EXTERIOR DETAILS

A300



NOTE: FULL SIZE SHEET = 24" X 36" SOME DISTORTION MAY OCCUR WHEN PRINTING.

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GENERAL NOTES

- UNLESS INDICATED OTHERWISE, ALL DIMENSIONS ARE 'NOMINAL' FROM FINISH-TO-FINISH OR 'FINISH-TO-CENTER'
- REFER TO ARCHITECTURAL STANDARDS ON SHEET A001 FOR TYPICAL MOUNTING HEIGHTS OF BATHROOM FIXTURES & ACCESSORIES
- CONTRACTOR SHALL PROVIDE WD. BLOCKING @ ALL LOCATIONS WHERE ARTWORK IS SHOWN & BEHIND OTHER WALL MOUNTED FIXTURES & ACCESSORIES; ARTWORK BY OWNER
- PROVIDE POWER & DATA IN MILLWORK TO ALL POINT-OF-SALE (POS) LOCATIONS; & PROVIDE GROMMETS IN COUNTERTOP COORDINATE LOCATION OF ALL ELEC. RECEPTACLES W/ EQUIPMENT SPECIFICATIONS SO THAT POWER CORDS REMAIN HIDDEN

KEYED NOTES

- PURSE HOOKS, BY OWNER
-
-
-
-
-
- HIDDEN LINE INDICATES APPROX. LOCATION CONDIMENTS STATION; BY OWNER
- DASHED LINES INDICATE APPROX. LOCATION OF RTU & EXPOSED DUCTWORK
- EXPOSED DUCTWORK, SEE RCP; COORDINATE HEIGHT IN FIELD W/ ARCHITECT
-
- LIGHT FIXTURE, REFER TO RCP
- ELEC. OUTLET W/ PAINTABLE, MTL. WALL PLATE: PROVIDE WHITE RECEPTACLES IN LIGHT COLORED WALLS & BLACK RECEPTACLES IN DARK COLORED WALLS, TYP.

PROJECT TITLE:

BROOKLYN PIZZA EXPANSION

Birmingham, Michigan

Location

111 Henrietta St. &
195 W. Maple
Birmingham, MI 48009

contact / owner

Hani "Sam" Abdelfatah

ARCHITECT:

D MET design
architecture studio

Midtown Detroit
15 E. Kirby, suite 103
Detroit, MI 48202

phone

313.401.5181

contact

Joel T. Schmidt, RA

dmetdesign@gmail.com

www.dmetdesign.com

CONSULTANTS:

ISSUED FOR:

BID DOCUMENTS

OCT 31, 2019

STAMP:

SHEET NAME:

INTERIOR ELEVATIONS

SHEET NO.

A401



MEMORANDUM

City Clerk's Office

DATE: January 16, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event: Common Ground's 51st Birmingham Street Art Fair

INTRODUCTION:

Common Ground has submitted a Special Event application to hold Common Ground's 51st annual Birmingham Street Art Fair on September 13 and 14, 2025. Setup for the event is scheduled for Friday, September 12, 2025 from 5:00 p.m. until 9:00 p.m. The event begins on Saturday at 10:00 a.m. and concludes on Sunday at 5:00 p.m. Teardown is scheduled for Sunday, September 14, 2025, from 5:00 p.m. to 9:00 p.m.

BACKGROUND:

The various departments have reviewed the proposed event details for street closures and safety considerations. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

Common Ground is a nonprofit agency dedicated to helping people move from crisis to hope. The agency's programs are a lifeline for people with mental illness and other critical situations. Common Ground serves more than 165,000 individuals each year and is supported in part by State and Federal grants, contracts, individual and corporate contributions, foundations, special events, the Oakland County Community Health Network and Genesee County Community Mental Health.

There are no events currently scheduled in September in Birmingham and there are no conflicts for this event.

LEGAL REVIEW:

The City Attorney has reviewed the application and has no objection as to form or content.

FISCAL IMPACT:

All costs associated with this event will be paid by applicant.

SUSTAINABILITY:

There are no sustainability initiatives associated with this event.

DESIGN CONSIDERATIONS:

There are no design considerations for this event.

PUBLIC COMMUNICATIONS:

The Michigan Guild of Artists and Artisans/Common Ground notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:

The City Commission is being asked to approve a Special Event Permit for the 2025 Birmingham Street Art Fair to be held September 13 and 14 from Saturday 10:00 a.m. to Sunday 5:00 p.m., with setup Friday, September 12 at 5:00 p.m. Teardown will begin Sunday September 14 at 5:00 p.m.

ATTACHMENTS:

1. Special Event Application.
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated January 14, 2025. Notification addresses are on file in the Clerk's Office.
3. Department approval page with comments and estimated costs.

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a Special Event Permit as requested by Common Ground to hold the Birmingham Street Art Fair on September 13 and 14, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

**APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES**

JAN 8 2025

RECEIVED

- I. EVENT DETAILS
- II. EVENT INFORMATION
- III. EVENT LAYOUT
- IV. SAMPLE LETTER TO NOTIFY AFFECTED PROPERTY OWNERS/BUSINESSES WITHIN 300 FEET OF EVENT LOCATION
- V. INSURANCE INFORMATION
 - INSURANCE REQUIREMENTS
 - HOLD HARMLESS AGREEMENT
- VI. POLICIES AND PROCEDURES
- VII. CHECKLIST
- VIII. SAMPLE MAPS
- IX. DEPARTMENTAL APPROVAL PAGE

TIME LINE AS REQUIRED BY COMMISSION ADOPTED POLICY

TIME	REQUIREMENT
At least 90 days prior to event	• Events utilizing City sidewalks and/or streets must meet with the Police Department Special Events officer prior to submitting this application. • Application and attachments must be submitted • COVID-19 Health and Safety Plans
At least two (2) weeks prior to Commission hearing	• Letters mailed to affected property owners/businesses within 300 feet of event area • Copy of letter and distribution list provided to Clerk
Three (3) weeks prior to the event	• Final additions/changes must be submitted for approval.
Two (2) weeks prior to event	• All building, electrical, sign, and hydrant permits must be obtained • All permit fees must be paid and insurance certificates must be submitted and approved • All peddler/vendors applications must be submitted for approval

Special Event Application Revised - 01/24

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

FEES:	FIRST TIME EVENT:	\$200.00	*Additional fees may apply for: police, public services, fire, permits, etc.
	ANNUAL APPLICATION FEE:	\$165.00	

(Please print clearly or type)

Date of Application December 19, 2024

Name of Event Common Ground's 51st Birmingham Street Art Fair

Detailed Description of Event (attach additional sheet if necessary) _____

Fine Art Fair featuring over 100 jury selected artists, food, and music

Location S. Old Woodward from Maple to Brown/Merrill

Date(s) of Event Sept. 13 & 14, 2025 Hours of Event 10am - 6pm Sat/10am-5pm Sun

Date(s) of Set-up Fri, Sept 12, 2025 Hours of Set-up 5pm - 9pm with meters bagged at 2pm

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

Date(s) of Tear-down Sun, Sept. 14, 2025 Hours of Tear-down 5pm - 9pm

Organization Sponsoring Event Common Ground

Organization Address 30200 Telegraph Rd, Suite 300, Bingham Farms, MI 48025

Organization Phone (248)451-3730

Contact Person Jeffrey Kapuscinski

Contact Phone (248)451-3730

Contact Email jkapuscinski@commongroundhelps.org

II. EVENT INFORMATION

1. Organization Type Non-profit
(city, non-profit, community group, etc.)
2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) The Guild of Artists & Artisans
118 N. Fourth Ave, Ann Arbor, MI 48104
Karen Delhey - Executive Director
karen@theguild.org - (734)662-3382 ext. 303
3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
This is a joint venture that benefits Common Ground and their mission
4. Are there any sustainability initiatives associated with this event? Please explain.
None
5. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary Common Ground
List expected income \$20,000 Attach information about the beneficiary.
6. First time event in Birmingham? YES ☐ NO ☒
If no, describe This will be the 51st Annual Common Ground Birmingham Street Art Fair
7. Total number of people expected to attend per day 30,000+
8. The event will be held on the following city property: (Please list)
☒ Street(s) S. Old Woodward from Maple to Brown
Merrill from S. Old Woodward to alley
☐ Sidewalk(s) _____
☐ Park(s) _____

9. Will street closures be required? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required) (initial here) RK

What parking arrangements will be necessary to accommodate attendance?

Describe

Artists & Fairgoers will be directed to park in City Structures

10. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐
If yes, please provide number of staff to be provided and any specialized training received.

Describe The Guild will have professional staff of 6-8 onsite as well as trained volunteers.

11. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required.) (initial here) RK

Describe 2 officers + additional drone/overwatch personnel, Barriers & cones.

12. Will alcoholic beverages be served? YES ☐ NO ☒
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

13. Will music be provided? YES ☒ NO ☐
X Live Amplification Loudspeakers

Recorded Time music will begin 11am

Time music will end 5pm

Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

14. Will there be signage in the area of the event?

YES ☒ NO ☐

Number of signs/banners 10-15

Size of signs/banners 24x36 A-Frames

Submit a photo/drawing of the sign(s). **A sign permit may be required.**

15. Will food/beverages/merchandise be sold?

YES ☒ NO ☐

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

Food Vendors must place some type of protection material under their food trucks to catch oil and food spills.

III.

EVENT LAYOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area.

1. Will the event require the use of any of the following municipal equipment?
(show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$800.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	40	\$10.00 each includes 1 bag For additional bags, the cost is \$45 per case, 100 bags per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	4	\$400.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? YES ☒ NO ☐

(show location of each on map) NOTE: Stakes are not allowed.

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	120	10x10
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

FOR EVENTS IN SHAIN PARK ONLY:

3. Do you want the Fountain on? YES ☐ NO ☐ N/A ☒
The fountain is on weather permitting June 1st through mid-October.
4. Umbrellas should be removed? YES ☐ NO ☐ N/A ☒
Umbrellas are available June 1st through mid-October.
5. Bistro tables/chairs should be removed? YES ☐ NO ☐ N/A ☒
Bistro tables/chairs are available June 1st through mid-October

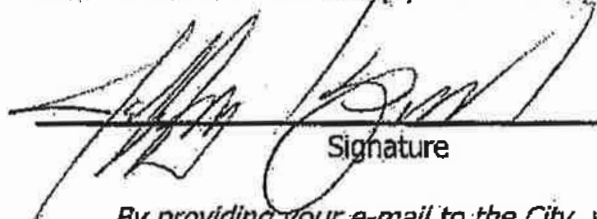
SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Common Ground's 51st Birmingham Street Art Fair

EVENT DATE September 13 & 14, 2025

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

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



Signature

1/8/25

Date

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

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

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



December 18, 2024

Hold Harmless Agreement

To the fullest extent permitted by law, **The Guild of Artists & Artisans** and any entity or person for whom **The Guild of Artists & Artisans** are legally liable, agree to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

Karen Delhey

Karen Delhey
Executive Director

December 18, 2024

Date

T H E G U I L D O F A R T I S T S & A R T I S A N S

118 N. Fourth Avenue • Ann Arbor, MI 48104-1402
734.662.3382 • Fax: 734.662.0339 • info@theguild.org • www.theguild.org



Common Ground

helping people move from crisis to hope

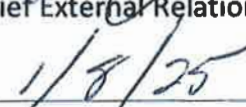
December 18, 2024

Hold Harmless Agreement

To the fullest extent permitted by law, **Common Ground** and any entity or person for whom **Common Ground** are legally liable, agree to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.



Jeffrey Kapuscinski
Chief External Relations Officer



Date



**SPECIAL EVENT REQUEST
NOTIFICATION LETTER**

DATE: January 10, 2025

TO: Principal Shopping District Members, Downtown Birmingham Residents,
Interested Parties and Property Owners

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

EVENT INFORMATION

NAME OF EVENT: **Common Ground's 51st Annual Birmingham Street Art Fair**

LOCATION: **S. Old Woodward and Merrill, map enclosed**

DATES/TIMES OF EVENT:

Saturday, Sept. 13, 2025, 10am – 6pm and Sunday, Sept. 14, 2025, 10am – 5pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

Fine art fair featuring the handmade and original artwork of approximately 120 juried artists and is an important annual fundraiser for Common Ground, which has been serving youths, adults and families in crisis for more than 40 years.

DATES/TIMES OF SET UP:

Friday, Sept. 12, 2025 meters bagged at 2pm and street closings at 5pm with move-in completed by 9pm

DATES/TIMES OF TEAR DOWN: **Sunday, Sept. 14, 2025 from 5pm to 9pm**

DATE/TIME OF CITY COMMISSION MEETING: **January 27, 2025**

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30pm. You may also attend virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760. **A complete copy of the application to hold this special event is available for your review at the city clerk's office (248.530.1880).** To receive updates on special events held in the city log on to www.bhamgov.org/enotify.

EVENT ORGANIZER:	Common Ground (Birmingham Street Art Fair)
ADDRESS:	30200 Telegraph Rd, Suite 300 Bingham Farms, MI 48025
PHONE:	248.451.3730
Day of Event Contact:	Karen Delhey (734)646-8431

30200 Telegraph Rd, Suite 300 • Bingham Farms, MI 48025 • 248.451.3730
www.commongroundhelps.org

THE
GUILD
OF ARTISTS & ARTISANS
118 N. Fourth Ave.
Ann Arbor, MI 48104

METROPLEX MI 480
14 JAN 2025 PM 15 L



CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

48012 5E 300101





Common Ground is a nonprofit agency dedicated to helping people move from crisis to hope.

The agency's programs are a lifeline for people with mental illness and other critical situations. Common Ground serves more than 165,000 individuals each year and is supported in part by state and federal grants, contracts, individual and corporate contributions, foundations, special events, the Oakland County Community Health Network and Genesee County Community Mental Health. Most of its services are free of charge and 90 percent of the funds received go to direct service. Common Ground's programs and services include:

Suicide & Crisis Lifeline - 988

Call, text or chat to speak with a professionally trained staff. Available 24/7, individuals will receive crisis intervention, referrals to local services, and actionable next steps to cope with their crisis.

Resource & Crisis Hub - 800-231-1127

24/7 Communications Center that links community partners and people in crisis with local services. Our crisis-trained specialists listen, care and connect.

Mobile Crisis unit - 800-231-1127

Whether you're in a hospital, at home or another facility, our mobile team (available in Oakland and Genesee Counties) can come to you, evaluate your needs, provide immediate crisis intervention and work with you to create a custom recovery plan.

Victim Assistance Programs - 248-451-2622

If you're a victim of a crime, domestic or sexual abuse, workplace violence, or human trafficking, we offer 24/7 access to advocates and support. For human trafficking, call 800-231-1127

All for Oxford, United Resiliency, Rochester Hills Resiliency Centers

commongroundhelps.org/Get Help

These compassionate community centers serve as a safe place for long-term healing, for anyone who was impacted by the tragic mass violence events in Oxford, East Lansing, or Rochester Hills.

Behavioral Health Urgent Care – Virtual

commongroundhelps.org/Get Help

When you need immediate emotional or psychiatric support from the comfort of home, schedule an on-line visit with a mental health expert. Clinicians and psychiatric nurse practitioners offer short-term bridge medication, intervention treatment, psychiatric evaluations, care coordination with other providers and more. Serving ages 12 and up. Most insurances are accepted. Open M, T, Th, F from 11am -8pm.

Walk-in crisis Assessment & Crisis Intervention Services at Resource & Crisis Center

Oakland County residents can come to Common Ground 24/7 for a face-to-face assessment, where our multi-disciplinary team will provide acute crisis stabilization.

Crisis Residential Unit - 800-231-1127

As an alternative to inpatient psychiatric hospitalization, we offer voluntary, short term, recovery-oriented psychiatric care, which includes medication management and monitoring, nursing, group therapy, art therapy, and discharge planning.

Sober Support Unit - 800-231-1127

Staffed by paramedics and peer support specialists, our voluntary Sober Support Unit is a safe space for individuals struggling with drugs or alcohol. This program is designed to monitor individuals who need detoxification services and then connect them to residential substance use treatment. All services are provided by trained professionals or licensed clinicians.

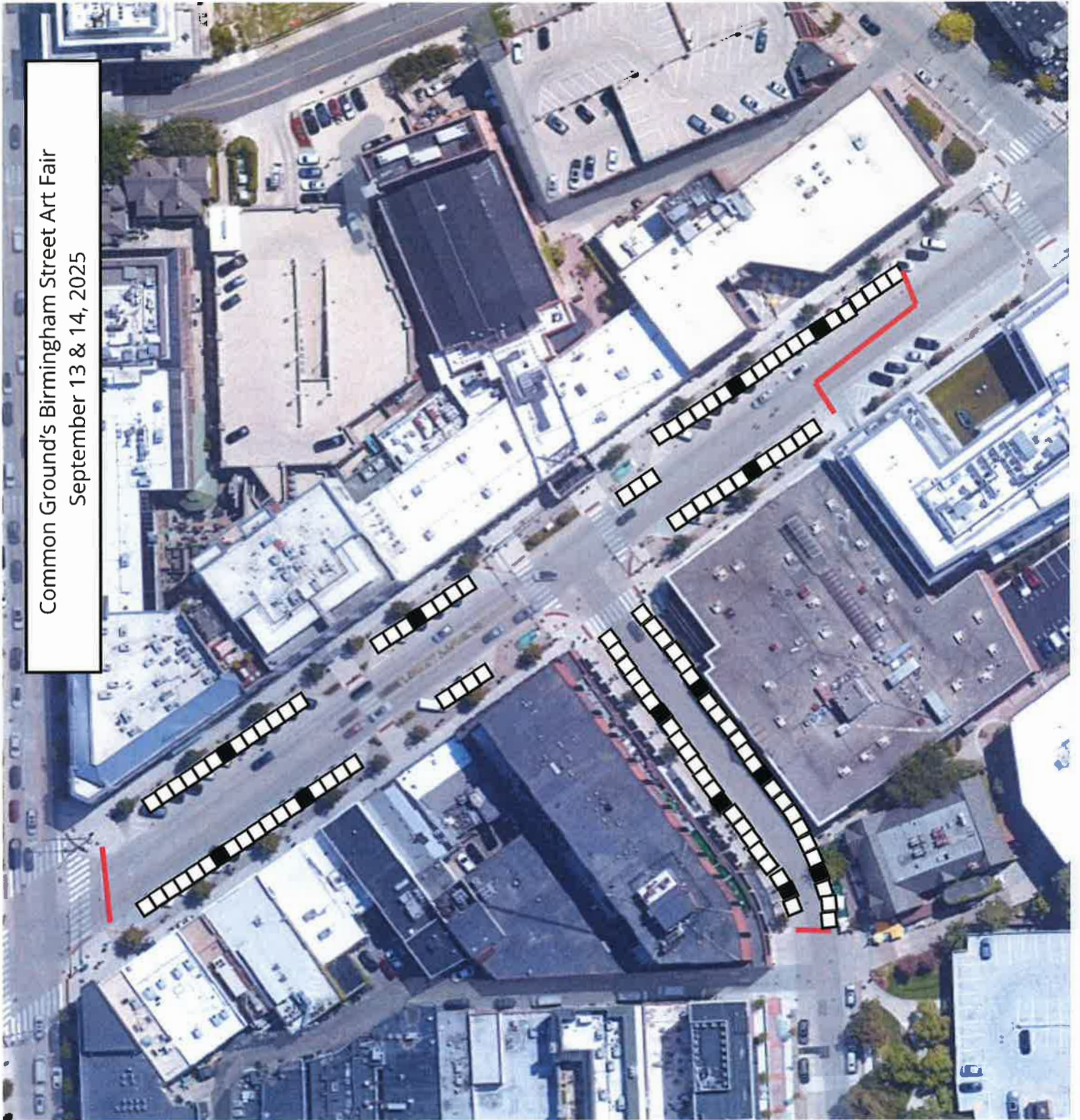
Survivors of Suicide Loss Support Group 248-456-0909 or 800-231-1127

This bi-monthly open support group is available to anyone who has lost a loved one to suicide. An eight-week closed support group is also offered three times per year.

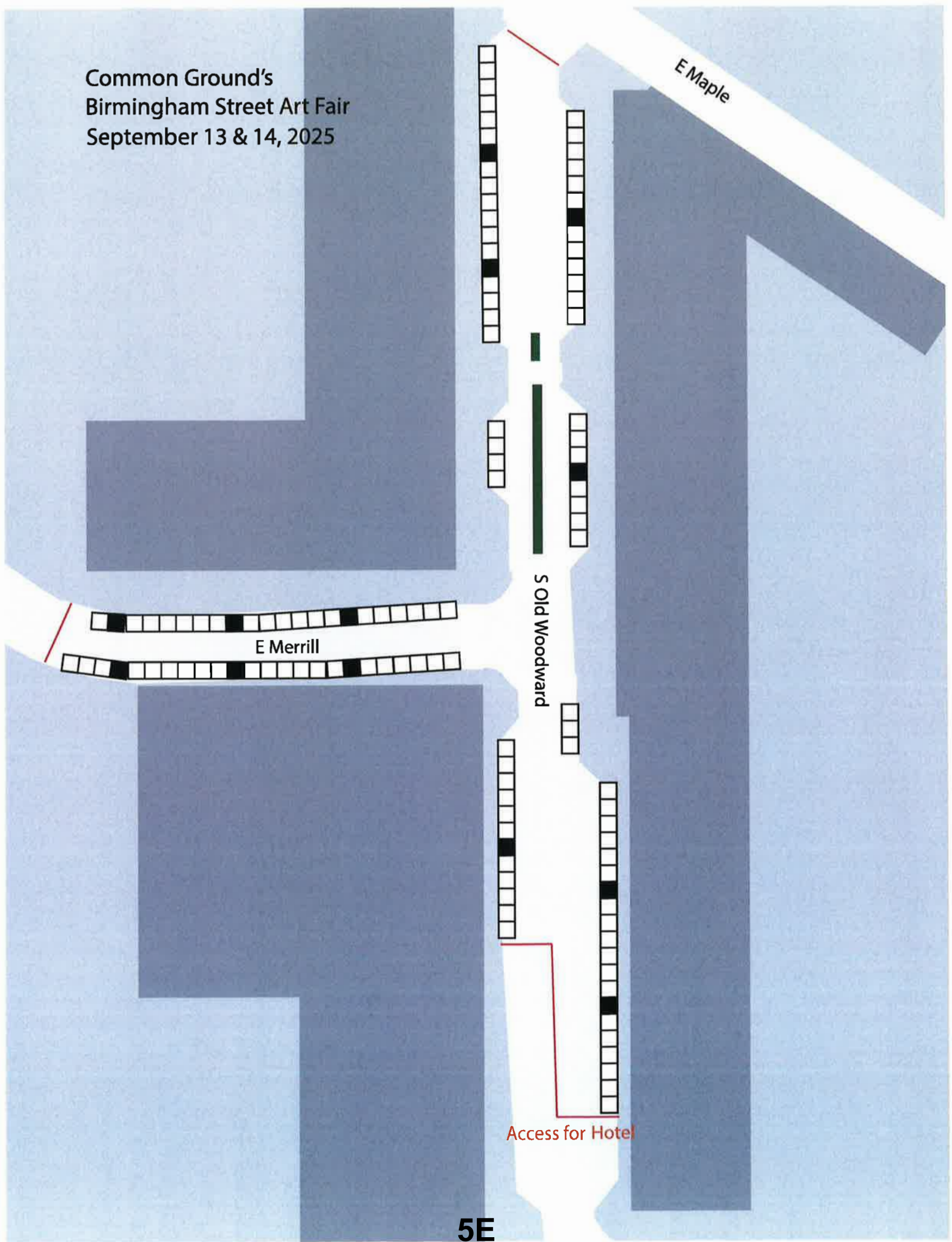
Survivors of Homicide Loss Support Group 248-622-3329 or 800-231-1127

Those who have lost a loved one to homicide or driving under the influence can gather bi-monthly or as part of a 12-week program.

Common Ground's Birmingham Street Art Fair
September 13 & 14, 2025



Common Ground's
Birmingham Street Art Fair
September 13 & 14, 2025



Access for Hotel

5E

DEPARTMENT APPROVALS

EVENT NAME: Common Ground Street Art Fair

COMMISSION HEARING DATE: 1-27/25

LICENSE NUMBER # 25-00012801

NOTE TO STAFF: Please submit approval by 01/13/25

DATE OF EVENT: 09/13/25-09/14/25

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING 101.0-000.000.636.0005 248.530.1850	MJM	Tents over 400Sq ft require separate permits.		\$262.35	
FIRE 101.0-000.000-636.0004 248.530.1900	JS	Please see attached document regarding 2025 City Events. Food trucks will be inspected prior to event. All tents will be inspected by Fire Marshal and Building Inspector prior to event. Fire and EMS to respond as needed from respective stations.		\$0.00	0
POLICE 101.0-000.000.636.0003 248.530.1870	RK	2 officers for detail + additional Drone/Overwatch, meter bags/barricades for street closures.		\$3920.00	
PUBLIC SERVICES 101.0-000.000-636.0002 248.530.1642	CL	Includes barricade placement, placement of city vehicles to block intersections for safety, dumpster rental, trash boxes and trash removal as requested. Food vendors must place some type of protection material under their food trucks to catch oil and food spills.		\$4,500	

ENGINEERING 101.0-000.000.636.0002 248.530.1839	MC	Obstruction Permit required for closing the road	Obstruction Permit	\$100	
PARKING	AF	Pay the going rate at all five City Garages and meters	None	0	0
INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	0	0
CLERK 101.0-000.000-614.0000 248.530.1803		Notification letters to be mailed by applicant no later than ____. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than ____.	165	165
			TOTALS: Estimated and Actual Costs	\$8,947.35	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____



MEMORANDUM

Police Department

DATE: January 16, 2025

TO: Jana L. Ecker, City Manager

FROM: Ryan Kearney, Operations Captain

APPROVED BY: Scott A. Grewe, Chief of Police

SUBJECT: Recognition of Pediatric Retinal Research Foundation as a Nonprofit Organization to obtain a Raffle license through the Michigan Lottery, Charitable Gaming Division.

INTRODUCTION:

Pediatric Retinal Research Foundation, 1221 Bowers St. Unit 1926, Birmingham, MI 48012, is a recognized 501(c)(3) organization under the Internal Revenue Service Code.

BACKGROUND:

Pediatric Retinal Research Foundation (PRRF) is a non-profit organization that supports the community of families impacted by blinding pediatric retinal diseases and champions the quest for a cure. PRRF is planning a fundraising raffle on April 26th, 2025, that requires a State of Michigan Gaming License. This request is a one-time requirement by the State of Michigan Gaming Commission and will cover any future events needing a gaming or raffle license. The City Commission is not tasked with approving the event or location. The City is only required by the State to recognize the organization as a non-profit in our community. All of the necessary paperwork required to prove that PRRF is a State of Michigan 501(c)(3) organization was submitted and is attached to this report.

LEGAL REVIEW:

None

FISCAL IMPACT:

None

SUSTAINABILITY:

None

DESIGN CONSIDERATIONS:

None

PUBLIC COMMUNICATIONS:

None

SUMMARY:

To hold a fundraising raffle event requiring a State of Michigan Gaming Commission License, Pediatric Retinal Research Foundation (PRRF), 1221 Bowers St. Unit 1926, Birmingham, MI 48012, must be recognized as a non-profit organization by the City Commission. All of the necessary paperwork required by the State of Michigan to be classified as a 501(c)(3) organization was submitted and is attached to this report.

ATTACHMENTS:

1. Internal Revenue Service (IRS) Letter of Exempt Status under 501(c)(3).
2. Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Incorporation for the Pediatric Retinal Research Foundation.
3. Contingent License for April 26, 2025, Charity Raffle Event at Oakland University.
4. Michigan Gaming Commission Qualification Information Form.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the recognition of Pediatric Retinal Research Foundation, 1221 Bowers St. Unit 1926, Birmingham, MI 48012, as a 501(c)(3) non-profit organization for the purpose of obtaining a State of Michigan Raffle License with the State of Michigan Charitable Gaming Division. Furthermore, to authorize the City Clerk to complete the Qualification Information Form and forward it to the Charitable Gaming Division in Lansing, MI.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

PEDIATRIC RETINAL RESEARCH FOUNDATION
1221 BOWERS ST UNIT 1926
BIRMINGHAM, MI 48012

Date:
April 23, 2024
Employer ID number:
20-4229924
Form 990 required:
Yes
Person to contact:
Name: Mrs. Carpenter
ID number: 1004005861

Dear Sir or Madam:

We're responding to your request dated April 05, 2024, about your tax-exempt status.

We issued you a determination letter in June 2006, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

CORRECTED FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT

for

PEDIATRIC RETINAL RESEARCH FOUNDATION

ID NUMBER: 789605

received by facsimile transmission on August 11, 2017, is hereby endorsed.

Filed on August 18, 2017, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of September, 2017.

Julia Dale

***Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau***

CSCU/CD-511 (Rev. 02/17)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Haley A. Jonna	EFFECTIVE DATE:	
Address 41000 Woodward Avenue		
City Bloomfield Hills		
State MI	ZIP Code 48304	

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

RESTATED ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is:	Vision Research Ropard Foundation
2. The identification number assigned by the Bureau is:	789605
3. All former names of the corporation are:	Vision Research Foundation
4. The date of filing the original Articles of Incorporation was:	February 1, 2006

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is:
Pediatric Retinal Research Foundation

ARTICLE II

The purpose or purposes for which the corporation is formed are:
See attached.

ARTICLE III

1. The corporation is formed on a nonstock basis.
(stock or nonstock)
2. If formed on a stock basis, the aggregate number of shares that the corporation has authority to issue is _____ If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:
- 3a. If formed on a nonstock basis, the corporation is to be financed under the following general plan:
The Corporation is to be financed through contributions and investment income.
- b. The corporation is formed on a directorship basis.
(membership or directorship)

ARTICLE IV

1. The name of the resident agent is: Antonio Capone, Jr., M.D.
2. The address of the registered office is:
39650 Orchard Hill Pl. Ste. 200 Novi Michigan 48375
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above:
_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

See attached.

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

- a. ☐ These Restated Articles of Incorporation were duly adopted on the _____ day of _____, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the Incorporator(s) before the first meeting of the Board of Directors under Section 611(1)(a).

Signed this _____ day of _____,

(Signatures of a Majority of Incorporators; Type or Print Name Under Each Signature)

- b. ☒ These Restated Articles of Incorporation were duly adopted on the _____ day of _____, in accordance with the provisions of section 641 of the Act: (check one of the following)

☐ by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate the articles and include only amendments adopted under section 611(1) or section 611(2) of the Act and there is no material discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.

☐ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

☐ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act.

☒ were duly adopted by the written consent of all the directors pursuant to section 525 of the Act as the corporation is formed on a directorship basis.

☐ were duly adopted by the written consent of the shareholders, members, or their proxies having not less than the minimum number of votes required by statute in accordance with section 407 of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders, members, or their proxies is permitted only if such provision appears in the Articles of Incorporation).

Signed this 25th day of July, 2017By Antonio Capone, Jr.
(Signature of Authorized Officer or Agent)Antonio Capone, Jr., MD
(Type or Print Name)President
(Type or Print Title)

Pediatric Retinal Research Foundation
Attachment to Articles of Incorporation

ARTICLE II: PURPOSES. The purposes for which the Corporation is organized are:

- a. To operate exclusively for charitable purposes set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), including for such purposes the making of distributions to organizations that qualify as exempt organizations under Code Section 501(c)(3).
- b. To receive and administer funds; to acquire, invest, dispose of, and deal with real and personal property and interests therein; and to apply gifts, grants, contributions, bequests and devises, and the income and proceeds thereof, in furtherance of the purposes of the Corporation, with all the powers conferred upon it by the provisions of the Michigan Nonprofit Corporation Act (the "Act") and by the Articles of Incorporation and the bylaws of the Corporation.
- c. To support research to cure blinding pediatric retinal diseases.
- d. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Code Section 501(c)(3), or by a corporation, contributions to which are deductible under Code Section 170(c)(2).
- e. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Article II.
- f. No substantial part of the activities of the Corporation shall be the carrying on or propaganda, or otherwise attempting to influence legislation, (except as provided in Code Section 501(h)) and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE VII: DISSOLUTION. In the event of dissolution of the Corporation, the Board of Directors shall cause the assets of the Corporation to be distributed as follows:

- a. All liabilities of the Corporation shall be paid or adequate provisions shall be made for payment;
- b. All of the Corporation's remaining assets, real and personal, shall be distributed to such charitable organization(s) as are qualified as tax exempt under Code Section 501(c)(3) as the Board of Directors shall determine. Any such assets not so disposed of, for whatever reason, shall be disposed of by order of the Circuit Court for the County of Oakland, Michigan to such organization(s) as said court shall determine that are organized and operated exclusively for charitable purposes.

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ARTICLE VIII: LIABILITY LIMITATIONS.

- a. To the full extent permitted by law, as it exists as of the effective date of these Articles of Incorporation or as such law is subsequently amended, no director or volunteer officer of the Corporation shall be liable for money damages to the Corporation for any action taken or any failure to take an action as a director or volunteer officer.
- b. To the full extent permitted by law, as it exists as of the effective date of these Articles of Incorporation or as such law is subsequently amended, the Corporation assumes all liability to any person other than the Corporation for all acts or omissions of a volunteer director incurred in the good faith performance of the volunteer director's duties.
- c. To the full extent permitted by law, as it exists as of the effective date of these Articles of Incorporation or as such law is subsequently amended, the Corporation assumes all liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer.

Michigan Department of Labor & Economic Growth

Filing Endorsement

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT
for*

VISION RESEARCH FOUNDATION

ID NUMBER: 789605

*received by facsimile transmission on January 23, 2006 is hereby endorsed
Filed on February 1, 2006 by the Administrator.*

*The document is effective on the date filed, unless a
subsequent effective date within 90 days after
received date is stated in the document.*



*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 1ST day
of February, 2006.*

, Director

Bureau of Commercial Services

Sent by Facsimile Transmission 06032

C&S 503 (10/99)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH - CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU		
Date Received		(FOR BUREAU USE ONLY) This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name James P. Zavell, Esq.		
Address Cox, Hodgman & Giarmarco, P.C. 101 W. Big Beaver Road, Suite 1000		
City Troy	State Michigan	Zip Code 48064 EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, as amended (the "Act"), the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Vision Research Foundation.

ARTICLE II

The purpose or purposes for which the Corporation is organized are:

A. To receive and administer funds and to operate exclusively for charitable, religious, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or comparable provisions of subsequent legislation (the "Code"), and in particular conducting ophthalmological research for the advancement of scientific and medical knowledge.

B. To acquire, own, dispose of and deal with real and personal property and interests therein and to apply gifts, grants, bequests and devises and their proceeds in furtherance of the purposes of the Corporation.

01/23/2006 3:42PM

C. To do such things and to perform such acts to accomplish its purposes as the Board of Directors may determine to be appropriate and as are not forbidden by Section 501(c)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.

ARTICLE III

The Corporation, including all activities incident to its purposes, shall at all times be conducted so as to be an organization described in Section 501(c)(3) of the Code. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, (b) a corporation contributions to which are deductible under Section 170(c) and Section 2055, 2522 or 2106 of the Code, or (c) a nonprofit corporation organized under the laws of the State of Michigan pursuant to the Act.

No part of the assets or net earnings of the Corporation shall inure to the benefit or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II above.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE IV

The Corporation is organized upon a nonstock basis.

The Corporation has no real property or personal property assets.

The Corporation is to be financed through contributions and investment income.

The corporation is organized on a directorship basis.

ARTICLE V

The address of the registered office is:

39650 Orchard Hill Place, Suite 200, Novi, Michigan 48375

The name of the resident agent at the registered office is: Michael T. Trese, M.D.

ARTICLE VI

The name of the Incorporator is Michael T. Trese, M.D., whose address is 39650 Orchard Hill Place, Suite 200, Novi, Michigan 48375.

ARTICLE VII

A. The Directors of this Corporation shall consist of not less than one (1) nor more than nine (9) persons, as determined from time to time by the Board of Directors. The initial Board of directors shall be comprised of the following individuals: Michael T. Trese, M.D., Claron D. Alldredge, M.D., Thomas M. Aaberg, Jr., M.D., and Ashvani B. Dass, M.D..

B. Each member of the initial Board shall serve until the first annual meeting of the Board of Directors of the Corporation at which time he or she shall cease to be a Director unless elected to a new term. Thereafter, the term of office of any member of the Board shall commence upon his or her election by the affirmative vote of a majority of the Directors then in office and shall continue until the next annual meeting of the Board of Directors of the Corporation and thereafter until said Director's successor is chosen or until his or her death, resignation or removal prior to the next annual meeting.

C. Any director may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or a subsequent time as set forth in the notice of resignation. Any member of the Board of Directors may be removed as a Director at any meeting of the Board, with or without cause, by the affirmative vote of a majority of the Directors then in office.

D. If a vacancy shall occur among the members of the Board as a result of death, resignation, removal or otherwise, such vacancy shall be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A person selected to fill such vacancy shall be a Director until the next annual meeting of the Board of Directors of the Corporation or until his or her death, resignation or removal prior to the next annual meeting.

E. Upon the death of the last surviving Director without having appointed a successor or successors, the Corporation will dissolve and the assets will be distributed in accordance with Article X.

ARTICLE VIII

A. The Corporation will distribute its income at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.

B. The Corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Code.

C. The Corporation will not retain any excess business holdings as defined in Section 4943(c) of the Code.

D. The Corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Code.

E. The Corporation will not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE IX

A. No member of the Board of Directors of the Corporation who is a volunteer director and no volunteer officer, as those terms are defined in the Act, shall be personally liable to the Corporation for monetary damages for a breach of the director's or officer's fiduciary duty. However, this provision shall not eliminate or limit the liability of a director officer for any of the following:

- (1) a breach of the director's or officer's duty of loyalty to the Corporation;
- (2) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (3) a violation of Section 551(1) of the Act;
- (4) a transaction from which the director or officer derived an improper personal benefit;
- (5) an act or omission occurring before the filing of these Articles of Incorporation; or
- (6) an act or omission that is grossly negligent.

B. The Corporation shall assume all liability to any person other than the Corporation for all acts or omissions of a volunteer director occurring on or after the filing of these Articles of Incorporation and incurred in the good faith performance of the volunteer director's duties. The Corporation shall not assume any liability for excise taxes imposed under Chapter 42 of the Code. The Corporation shall not assume any liability resulting from claims

arising under state law for mismanagement of the Corporation's assets. The Corporation shall not assume any liability to the extent the assumption is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code.

C. The Corporation shall assume all liability for all acts or omissions of a volunteer officer or other non-director volunteer, as those terms are defined in the Act, other than liability for excise taxes imposed under Chapter 42 of the Code, occurring on or after the effective date of the filing of these Articles of Incorporation if all of the following are met:

- (1) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (2) the volunteer was acting in good faith;
- (3) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (4) the volunteer's conduct was not an intentional tort; and
- (5) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed, as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

However, the Corporation shall not assume any liability to the extent the assumption is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code.

D. If the Act is amended after the filing of these Articles of Incorporation to authorize the further elimination or limitation of the liability of directors, officers, or non-director volunteers of nonprofit corporations, then the liability of the Corporation's directors, officers, and non-director volunteers, in addition to the limitation, elimination, and assumption of personal liability contained in this Article, will be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act as so amended, except to the extent such limitation, elimination, or assumption of liability is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code. No amendment or repeal of this Article will apply to or have any effect on the liability or alleged liability of any such person for any acts or omissions occurring prior to the effective date of any such amendment or repeal.

ARTICLE X .

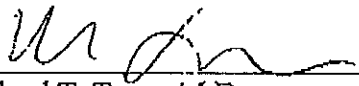
Upon the termination, dissolution or winding up of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all assets of the Corporation to an organization or organizations as are organized and operated

exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, as amended, or to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court in the County in which the principal office of the Corporation is then located, exclusively for such purposes.

ARTICLE XI

These Articles may be amended or repealed by a majority vote of the Directors of this Corporation then in office at any regular or special meeting of the Directors provided that any statutory notice requirements are met.

I, the incorporator, sign my name this 19th day of January 2006.



Michael T. Trese, M.D.

MICHIGAN



LOTTERY

License Number R78336

Organization ID 137739

STATE OF MICHIGAN
BUREAU OF STATE LOTTERY
CHARITABLE GAMING DIVISION
LARGE RAFFLE LICENSE

is hereby issued to

PEDIATRIC RETINAL RESEARCH FOUNDATION

to conduct a raffle at

OAKLAND UNIV OAKLAND CENTER
312 MEADOW BROOK #4454
ROHCESTER, MI 48309

in accordance with Act 382 of the Public Acts of 1972, as amended, charitable gaming rules, terms of probation, directives of the bureau, public policy of the State of Michigan, and any other local, state, and federal laws and regulations.

04/26/25 12:30 PM - 02:00 PM

Authorized Date and Time

Suzanna Shkreli, Commissioner

This license is the property of the State of Michigan and must be prominently displayed at the location where the raffle is conducted and is valid only on the date and time authorized.



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103a(i)(II))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R4/24)



MEMORANDUM

Treasury Department

DATE: January 21, 2025

TO: Jana L. Ecker, City Manager

FROM: Mary Chavez, Finance Director/Treasurer Designee

SUBJECT: Resolution Regarding New Public Act 253 (Poverty Exemption Changes)

INTRODUCTION:

The City of Birmingham provides a Hardship Application for residents to complete for the Board of Review. Recent changes in State Law require the City to update their policy and procedures in regards to poverty exemptions. The Board of Review will determine if an applicant is eligible for taxable value reduction based on policies and procedures approved by the City Commission.

BACKGROUND:

The Poverty Exemption Statute (MCL 211.7u) establishes how local assessing units and boards of review handle poverty exemption cases. The State of Michigan Legislation adopted a new provision in December of 2020 that requires the City to adopt a new resolution with the appropriate changes to be in compliance with PA 253 of 2020. This legislation allows the Board of Review to determine if and when an exemption is granted, and how much reduction is permitted. The reduction can be 25%, 50%, or 100% reduction in taxable value.

Recent changes to the legislature allow the Board of Review to incorporate a 75% reduction in taxable value. The local assessing unit must indicate on the form the specific percentage reduction(s) in taxable value requested and an explanation of how the requested percentage reduction(s) will be calculated and applied when granting a poverty exemption.

The Michigan State Tax Commission and the Oakland County Equalization Division recommend that local assessing units develop clear guidelines for applying various reduction options and establish specific requirements for each corresponding reduction percentage.

LEGAL REVIEW:

The City Attorney has reviewed the proposed resolution and has no objection as to form or content.

FISCAL IMPACT:

There is no fiscal impact based on this change in poverty exemption. The City averages less than 10 applicants per year and most of the applications are recurring.

SUSTAINABILITY:

Not applicable.

DESIGN CONSIDERATIONS:

Not applicable.

PUBLIC COMMUNICATIONS:

The updated Hardship Application will be available on the City website.

SUMMARY:

To comply with the legislative updates to MCL 211.7u Poverty Exemption in Public Act 253 of 2020 and the Oakland County Equalization Division it is suggested that the City adopt the changes to its existing policy relative to poverty exemptions as well as update the Poverty Hardship Application form.

ATTACHMENTS:

1. Poverty Exemption Resolution
2. Poverty Hardship Application 2025

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to amend the previous poverty exemption resolution to incorporate a new provision, adding a 75% reduction in taxable value to the form, along with an explanation of how the requested percentage reduction(s) will be calculated and applied when granting a poverty exemption. In addition, to authorize the Mayor and City Clerk to sign the resolution on behalf of the City.

Resolution # _____

CITY OF BIRMINGHAM
A RESOLUTION OF THE CITY COMMISSION
ADOPTING A POLICY RELATIVE TO THE REVIEW AND GRANTING OF
POVERTY EXEMPTIONS BY THE CITY

At a meeting of the City Commission of the City of Birmingham, Oakland County, Michigan, held on the 27th day of January, 2025, at City Hall, 151 Martin Street, Birmingham, MI, 48009.

Moved by: _____ Seconded by: _____

WHEREAS, P.A. 390 of 1994, which amended Section 7u of Act No. 206 of the Public Acts of 1893, as amended by Act No. 313 of the Public Acts of 1993, being sections 211.7u of the Michigan Compiled Laws, as amended most recently by P.A. 253 of 2020 which further amended 211.7u of the Michigan Compiled Laws which requires the governing body of the local assessing unit to determine and make available to the public the policy and guidelines used by the Board of Review in granting reductions in property assessments due to limited income and assets, referred to as "poverty exemptions."

THEREFORE, BE IT RESOLVED, that to be eligible for a poverty exemption of the City of Birmingham, a person shall do all of the following on an annual basis in accordance with Act 206 of 1893 as amended by P.A. 253 of 2020 and the requirements of the Birmingham Policy and Guidelines for the Granting of Poverty Exemptions:

1. An applicant must have an ownership interest in the property for which the exemption is requested and must have physically owned and occupied the property as the applicant's principal residence. The person shall affirm this ownership and occupancy status in writing by filing a form prescribed by the State Tax Commission.
2. The subject property must be classified as an "improved single family residence" or "residential condominium" property with a valid Homeowner's Principal Residence Exemption (PRE) currently in effect.
3. The applicant or applicants must complete and timely file an application requesting a poverty exemption on a form prescribed by the City accompanied by Federal and State Income Tax Returns. Fully completed Hardship Exemption Applications with required supporting information will be accepted after January 1, through the day prior to the last meeting of the March Board of Review. The filing of a completed Hardship Exemption application with required supporting information shall constitute an appearance before the Board of Review for the purpose of preserving the applicant's right to appeal the decision of the Board of Review to the Michigan Tax Tribunal.
4. The applicant must include with the application a copy of all of the previous year's income tax returns that the applicant was required to file (Federal Income Tax Return, Michigan Income Tax Return and the Michigan Property Tax Credit Form, Social Security Statement, etc.), and copies of year-end financial/Investment statements, if any interest

income is reported on the application or on the applicant's Income tax filings. Copies of the previous year's income tax returns must be supplied for all persons living in the subject residence. All new applicants and other applicants, when requested by the Board, must provide copies of all Income tax filings for the three previous years.

5. The applicant must supply a copy of a current driver's license or other form of identification.
6. Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if required by the Board of Review.
7. At the minimum, meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit provided the alternative guidelines do not provide income eligibility requirements less than the federal guidelines;

BE IT FURTHER RESOLVED, that the applicant's total household income, cannot exceed two and one-half (2 ½) times the prior year poverty income figure, as reported by household size, in the "Federal Poverty Guidelines" updated annually in the Federal Register by the U.S. Department of Health and Human Services. **(Income requirement)**

BE IT FURTHER RESOLVED, that subject to the Policy and Guidelines, the total value of the assets of the applicant and each member of the applicant's household shall not exceed \$150,000. The assets of each member of the applicant's household shall be examined to determine whether there are assets which can reasonably be invested, sold or used to pay the property taxes. If the assets are of a nature and value which reasonably indicates that a condition of poverty does not exist, then a poverty exemption shall be denied. **(Asset requirement)**

BE IT FURTHER RESOLVED, that any reduction in the State Equalized Value of a property is granted for one year only and must be applied for and reviewed annually based on the applicant's current situation.

BE IT FURTHER RESOLVED, that the applicant(s) and all those living in the applicant's household who are submitting tax returns and related financial documents must sign a Waiver of Confidentiality prior to the Board discussing the request for a hardship reduction in which the applicant(s) and others consent to the examination and discussion of the applicant's application and all supporting documentation by the Board of Review members in a public meeting format.

BE IT FURTHER RESOLVED, that upon meeting the Policy and Guidelines of the local assessing unit in granting or denying an exemption, the applicant shall receive a full exemption equal to 100% reduction in taxable value or a partial exemption equal to 25%, 50%, or 75% reduction in taxable value as determined by the Board of Review.

BE IT FURTHER RESOLVED, Public Act 253 of 2020 and Public Act 191 of 2023 amended MCL 211.7u related to poverty exemptions. These acts list the specific percentage reductions in taxable value that may be used by the Board of Review in granting a poverty exemption.

MCL 211.7u(5) states that if a person claiming the poverty exemption meets all eligibility

requirements, the Board of Review shall grant the poverty exemption, in whole or in part, as follows:

- 1) A full exemption equal to a 100% reduction in taxable value
- 2) A partial exemption equal to a 75% reduction in taxable value
- 3) A partial exemption equal to a 50% reduction in taxable value
- 4) A partial exemption equal to a 25% reduction in taxable value

No other method of calculating taxable value may be utilized, except for those percentage reductions specifically authorized in statute, or any other percentage reduction approved by the State Tax Commission.

The following depicts the taxable value reduction granted to the eligible applicant for 2024 poverty exemptions:

Household size	Income (federal limit)	100% Taxable Value exemption	75% Taxable Value exemption	50% Taxable Value exemption	25% Taxable Value exemption
1	\$14,580	\$0 to \$3,645	\$3,646 to \$7,290	\$7,291 to \$10,935	\$10,936 to \$14,580
2	\$19,720	\$0 to \$4,930	\$4,931 to \$9,860	\$9,861 to \$14,790	\$14,791 to \$19,720
3	\$24,860	\$0 to \$6,215	\$6,216 to \$12,430	\$12,431 to \$18,645	\$18,646 to \$24,860
4	\$30,000	\$0 to \$7,500	\$7,501 to \$15,000	\$15,001 to \$22,500	\$22,501 to \$30,000
5	\$35,140	\$0 to \$8,785	\$8,786 to \$17,570	\$17,571 to \$26,355	\$26,356 to \$35,140
6	\$40,280	\$0 to \$10,070	\$10,071 to \$20,140	\$20,141 to \$30,210	\$30,211 to \$40,280
7	\$45,420	\$0 to \$11,355	\$11,356 to \$22,710	\$22,711 to \$34,065	\$34,066 to \$45,420
8	\$50,560	\$0 to \$12,640	\$12,641 to \$25,280	\$25,281 to \$37,920	\$37,921 to \$50,560

Additional person: \$5,140

Failure to meet the Income Guideline, Asset Guideline, or submission of an incomplete application will result in a denial of the poverty exemption.

BE IT FURTHER RESOLVED, that in order to ease the burden on taxpayers, the assessor and the Board of Review, and to ensure that all taxpayers have an equal opportunity to be heard by the Board of Review, the City of Birmingham hereby resolves, according to provisions of MCL 211.30(8) of the General Property Tax Act, that the Board of Review shall receive letters of protest regarding assessments from resident taxpayers from the first Tuesday in March until it adjourns from the public hearings for which it meets to hear such protests. All notices of assessment change and all advertisements of Board of Review meetings are to include a statement that the resident taxpayers may protest by letter to the Board.

BE IT FURTHER RESOLVED, that this Resolution is hereby given immediate effect and will remain in effect for subsequent years until amended or voided.

Passed, adopted and approved this 27th day of January, 2025.

AYES: _____

NAYS: _____

PRESENT: _____

ABSENT: _____

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 _____, 2025.

Alexandria D. Bingham, City Clerk

and

Therese Longe, Mayor

OFFICE USE ONLY (Date Stamp)

City of Birmingham

2025

Poverty/Hardship
Exemption
Application



BIRMINGHAM

A WALKABLE CITY

OFFICE USE ONLY

NAME:

PARCEL NUMBER:

POLICY AND GUIDELINES FOR THE GRANTING OF POVERTY EXEMPTIONS

MCL 211.7u, as amended by Public Act 253 of 2020, provides that:

- (I) The principal residence of person who, in the judgement of the board of review, by reason of poverty, is unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation under this (General Property Tax) act.

The following policy and guidelines have been adopted by the Birmingham City Commission to govern the granting of hardship exemptions:

APPLICATION PROCEDURE

1. Eligibility and Application. To be eligible for a hardship exemption the applicant must be both the taxpayer and a natural person (i.e., not a corporation, trust or other business association or entity) and must do all of the following on an annual basis:
 - A. Be an owner of and occupy as a homestead the property for which an exemption is requested. "Principal residence" means principal residence or qualified agricultural property as those terms are defined in MCL 211.7dd.
 - B. File with the City Assessor a completed Hardship Exemption Application on a form provided by the City Assessor's office. The applicant must include with the application a copy of all of the previous year's income tax returns that the applicant was required to file (Federal Income Tax Return, Michigan Income Tax Return and the Michigan Property Tax Credit Form, Social Security Statement, etc.) and copies of year-end financial/investment statements if any interest income is reported on the application or on the applicant's income tax filings. Copies of the previous year's income tax returns must be supplied for all persons living in the subject residence. All new applicants and other applicants, when requested by the Board, must provide copies of all income tax filings for the three previous years.
 - C. Produce a valid driver's license or other acceptable form of identification if requested by the Assessor or Board of Review.
 - D. Produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested if required by the Assessor or Board of Review.
2. Filing Period: Appearance. Fully completed Hardship Exemption Applications with required supporting information will be accepted after January 1, through the day prior to the last meeting of the March Board of Review. The filing of a completed Hardship Exemption application with required supporting information shall constitute an appearance before the Board of Review for the purpose of preserving the applicant's right to appeal the decision of the Board of Review to the Michigan Tax Tribunal.

EVALUATION PROCEDURE

1. Meetings. Meetings of the Board of Review and Assessor relative to hardship exemption applications shall be held in compliance with the Michigan Open Meetings Act.
2. Applicant's Presence. The Board of Review may request an applicant to personally appear before the Board to respond to any questions the Board or Assessor may have.
3. Investigation. Applicants for hardship exemption may be investigated by the City in order to verify information submitted or statements made to the Assessor or Board of Review.

4. Oath. Applicants appearing before the Board shall be administered an oath, as follows:

Do you swear or affirm that information and testimony you will give before the Board of Review is the truth, the whole truth, and nothing but the truth.

5. Criteria for Determining Exemption. The Board shall consider the following three (3) criteria to determine whether a full or partial hardship exemption should be granted:

A. Income. The total income of the applicant and each member of the applicant's household shall not exceed the prior year's Federal Poverty Income Standards, as defined and determined annually by the U.S. Department of Health and Human Services under authority of Section 673 of subtitle V of title VI of the Omnibus Budget Reconciliation Act of 1981, Public law 97-35, 42 U.S.C. 9902, multiplied by 2.5.

1. Income shall include, but not be limited to, the following:
 - a. Money wages and salaries before any deductions;
 - b. Net receipts from self-employment;
 - c. Distributions or income from partnerships, limited liabilities companies, or corporations, whether or not taxable;
 - d. Tax exempt income received including, but not limited to, interest income, disability income, social security or SSL;
 - e. Regular payments from Social Security, Railroad Retirement, unemployment compensation, strike benefits from union funds, workers compensation, veterans payments or any type of public assistance;
 - f. Alimony, child support, and military family allotments or other regular support from an absent family member for someone not living in the household. For example, periodic gifts to assist the applicant or the applicant's household shall be included in income;
 - g. Private pensions, government employee pensions (including military retirement pay), regular insurance or annuity payments;
 - h. College or university scholarships, grants or fellowships;
 - i. Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, net lottery winnings and net gambling winnings;

- and
 - j. Payments made to a third party to or for the benefit of the applicant or a member of the applicant's household.
2. Income shall not include any of the following:
- a. Money received from the sale of property, such as stocks, bonds, house, car, unless the applicant or a member of the applicant's household is in the business of selling such property;
 - b. Withdrawals of bank deposits;
 - c. Borrowed monies;
 - d. Income tax refunds;
 - e. One time payouts from insurance companies;
 - f. Losses including, but not limited to, capital losses or business losses.
 - g. Gifts and/or inheritances, unless the purpose of such gift and/or inheritance, as determined by the Board of Review, is to assist in the support of the applicant or the applicant's household.

B. Assets. The total value of the assets of the applicant and each member of the applicant's household shall not exceed \$150,000. The assets of each member of the applicant's household shall be examined to determine whether there are assets which can reasonably be invested, sold or used to pay the property taxes. If the assets are of a nature and value which reasonably indicates that a condition of hardship does not exist, then a hardship exemption shall be denied.

- 1. The total value of the assets shall include: Gifts, inheritances, one-time payouts from insurance companies and money received from the sale of property, such as stocks, bonds, house, car, (unless the applicant or a member of the applicant's household is in the business of selling such property), shall be included as assets of the applicant and /or members of the applicant's household.
- 2. If the applicant and/or members of the applicant's household shall transfer assets to another for less than full and adequate consideration in money or money's worth within sixty (60) months from date of the application for exemption, such exemption shall be denied. Such transfer shall include, but not be limited to, giving up all or partial ownership in an asset, selling an asset, giving an asset away, refusing or disclaiming a gift or inheritance, or giving up the right to receive income. Such transfers shall not include transfers in the amount of \$100 or less.

C. Contribution From Other Sources. If the Board of Review determines the applicant does or reasonably should receive contribution towards taxes from other sources, such as from a trust, inheritance, co-owner, relative, dependent, friend or other source, the Board may consider the amount of such contribution as an addition to the applicant's income and if the resulting sum exceeds the Income Standard in Paragraph A., above, then a hardship exemption shall be denied.

6. Granting of Exemption. If the Board of Review determines that an applicant:

- A. Does not have income in excess of the total income allowed under paragraph 5(A).
- B. Does not receive or reasonably expect to receive contribution toward taxes from other sources under paragraph 5(C),
Then, the Board of Review shall grant a full exemption equal to a 100% reduction in the applicant's taxable value for subject property or a partial exemption for the subject property equal to a 25%, 50%, or 75% reduction in taxable value as determined by the board of review.
- C. Public Act 253 of 2020 and Public Act 191 of 2023 amended MCL 211.7u related to poverty exemptions. These acts list the specific percentage reductions in taxable value that may be used by the Board of Review in granting a poverty exemption.

MCL 211.7u(5) states that if a person claiming the poverty exemption meets all eligibility requirements, the Board of Review shall grant the poverty exemption, in whole or in part, as follows:

- 1) A full exemption equal to a 100% reduction in taxable value
- 2) A partial exemption equal to a 75% reduction in taxable value
- 3) A partial exemption equal to a 50% reduction in taxable value
- 4) A partial exemption equal to a 25% reduction in taxable value

No other method of calculating taxable value may be utilized, except for those percentage reductions specifically authorized in statute, or any other percentage reduction approved by the State Tax Commission.

The following depicts the taxable value reduction granted to the eligible applicant for 2024 poverty exemptions:

Household size	Income (federal limit)	100% Taxable Value exemption	75% Taxable Value exemption	50% Taxable Value exemption	25% Taxable Value exemption
1	\$14,580	\$0 to \$3,645	\$3,646 to \$7,290	\$7,291 to \$10,935	\$10,936 to \$14,580
2	\$19,720	\$0 to \$4,930	\$4,931 to \$9,860	\$9,861 to \$14,790	\$14,791 to \$19,720
3	\$24,860	\$0 to \$6,215	\$6,216 to \$12,430	\$12,431 to \$18,645	\$18,646 to \$24,860
4	\$30,000	\$0 to \$7,500	\$7,501 to \$15,000	\$15,001 to \$22,500	\$22,501 to \$30,000
5	\$35,140	\$0 to \$8,785	\$8,786 to \$17,570	\$17,571 to \$26,355	\$26,356 to \$35,140
6	\$40,280	\$0 to \$10,070	\$10,071 to \$20,140	\$20,141 to \$30,210	\$30,211 to \$40,280
7	\$45,420	\$0 to \$11,355	\$11,356 to \$22,710	\$22,711 to \$34,065	\$34,066 to \$45,420
8	\$50,560	\$0 to \$12,640	\$12,641 to \$25,280	\$25,281 to \$37,920	\$37,921 to \$50,560

Additional person: \$5,140

Failure to meet the Income Guideline, Asset Guideline, or submission of an incomplete application will result in a denial of the poverty exemption.

7. Deviation From Policy and Guidelines. The Board of Review shall follow the policy and guidelines set forth herein for granting or denying a hardship.



BIRMINGHAM

A WALKABLE CITY

Treasurer/Assessor Department

Declaration of Hardship and Request for Tax Relief Application As of December 2024

Property ID Number: _____

Property Address: _____

APPLICANT INFORMATION

Name of Owner and Co-owners: _____

Street Address: _____

City, State, Zip: _____

Phone Number: (Day) _____ (Night) _____

Date of Birth: _____

Marital Status

Number of Years

- | | |
|------------------------------------|-------|
| ☐ Married | _____ |
| ☐ Divorced | _____ |
| ☐ Widowed | _____ |
| ☐ Separated | _____ |
| ☐ Single | _____ |

EMPLOYMENT STATUS

☐	Disabled - No. of Years _____
☐	Do you qualify for disability benefits? Yes or No (Circle one)
☐	Employed Full-time
☐	Employed Part-time
☐	Retired - No. of Years _____
☐	Unemployed- No. of Years _____
☐	Laid-off - No. of Years _____
☐	Other

Occupation: _____
(If employed)

Employer: _____

Address: _____

Telephone: (____) _____

EMPLOYMENT STATUS – SPOUSE

☐	Disabled - No. of Years _____
☐	Do you qualify for disability benefits? Yes or No (Circle one)
☐	Employed Full-time
☐	Employed Part-time
☐	Retired - No. of Years _____
☐	Unemployed- No. of Years _____
☐	Laid-off - No. of Years _____
☐	Other

Occupation: _____
(If employed)

Employer: _____

Address: _____

Telephone: (____) _____

SUBSTANTIAL AND COMPELLING REASONS

In the space below list any substantial and compelling reasons you feel the Board should consider during the evaluation of this petition (example: documented disability or health problems).

GENERAL INFORMATION

What year did you purchase this property? _____

Are you and/or your spouse the sole owners of the subject property? ☐ Yes ☐ No

If no, list all owners and their percentage of ownership: _____

Purchase Price: \$_____ Monthly Payment: \$_____

Total unpaid balance of mortgage/land contract as of 12/31/24 _____

\$ Number of years remaining on the mortgage/land contract _____

Are your property taxes paid? ☐ Yes ☐ No

Did you apply for poverty exemption last year? ☐ Yes ☐ No

List all persons living in the household other than yourself and spouse.

	<u>#1</u>	<u>#2</u>	<u>#3</u>
Name:			
Age:			
Relationship:			
Occupation			
Annual Income:			
Claimed as Dependent?	Yes _____ No _____	Yes _____ No _____	Yes _____ No _____
Heir to Estate?	Yes _____ No _____	Yes _____ No _____	Yes _____ No _____

Have any improvements, changes or additions been made to the property in the last (2) years? ☐ Yes ☐ No If yes, please explain: _____

Do you anticipate selling the homestead property for which relief is sought in the next year? ☐ Yes ☐ No Explain: _____

Does anyone contribute to your support? ☐ Yes Amount \$ _____
☐ No Explain: _____

Is anyone able to contribute to your support? ☐ Yes ☐ No
 Explain: _____

INCOME AND ASSETS

Please list all sources of your personal income. Please indicate the amount from each source on an **annual** basis.

1. Salaries, wages, tips and other employee compensation (include strike, sick and sub pay)	\$
2. All dividends and interest (including US state and municipal bond interest)	
3. Net rent, royalty, business, gambling or lottery income	
4. Annuity and pension benefits; Name of Payer: _____	
5. Net farm income	
6. All Capital gains less capital losses	
7. Alimony and other taxable income; Describe: _____	
8. Social Security, supplemental income (SSI) or railroad retirement benefits	
9. Child Support	
10. Unemployment compensation and trade readjustment allowance (TRA) benefits	
11. Worker's compensation, veteran's disability compensation and pension benefits	
12. ADC, GA or emergency Assistance benefits	
13. All other public assistance payments (food stamps, fuel assistance, etc.) Describe: _____	
14. Other non-taxable income Describe: _____	
TOTAL INCOME:	\$

What was the total income from all sources of everyone living in your household for the past two (2) years?

Last Year: _____ Prior Year: _____

Do you anticipate any major changes in income for the coming year?

☐ Yes ☐ No If yes, please explain: _____

Investments

On spaces below, list all stocks, bonds, mortgages, land contracts, annuities, U.S. Savings Bonds or any other investment you, the co-owner or any member of your household has.

Description of Investment	Present Value	Income Earned Last Year
	\$	\$

Real Estate

Do you have an ownership interest in any other real estate in Michigan or anywhere else?

☐ Yes ☐ No

If yes, please list all property owned in full or part by you, the co-owner or any member of your household. Do not list property this application is being applied for:

Address of Property	Purchase date & price	Market Value	S.E.V.	Income Received
		\$	\$	\$

Life Insurance Policies

In the spaces below, list all the insurance policies held by you, the co-owner, or any member of the household.

Insured	Amount of Policy	Amount Paid Monthly	Cash Value of Policy	Name of Beneficiary	Relationship to Insured
	\$	\$	\$		

Motor Vehicles

In the spaces below, list all automobiles, motorcycles, trucks, off-the-road vehicles, etc. owned by you, the co-owner or any member of the household.

Make & Model	Year	Current Value	Balanced Owed
			\$

Asset Summary

What are your current assets in addition to the real estate noted previously?

Cash	\$
Savings Accounts/Certificates & Money Markets	\$
Checking Accounts	\$
Stocks/Bonds/Treasury Bills	\$
Insurance	\$
Other	\$
Investments	\$
IRA, Keogh Annuities, Deferred Compensation	\$
Personal Property held as an investment (i.e., gems, jewelry, coin collection, antique cars, etc.)	\$

EXPENSES

AVERAGE **MONTHLY** EXPENSES:

Land Contract or Mortgage payment for homestead only (principal and interest)	\$
Life Insurance	\$
Health Insurance	\$
Home Insurance	\$
Auto Insurance	\$
Taxes (homestead)	\$
Taxes on other property	\$
Car Payment	\$
Special Assessment	\$
Utilities: Gas/Oil	\$
Electricity	\$
Telephone	\$
Water/Sewer	\$
Child Care	\$
Food/Clothing	\$
Other loans	\$
Medical (not covered by insurance)	\$
Lawn care/snow removal	\$
Cable	\$
Other (specify)	\$

VERIFICATION OF EXPENSES MAY BE REQUIRED

Do you have any major or unusual expenses?

☐ Yes ☐ No

If yes, please explain: _____

The following are federal poverty guidelines X 2.5 for use in setting poverty exemption guidelines for 2025.

Size of Family Unit	Poverty Guidelines
1	\$37,650
2	\$51,100
3	\$64,550
4	\$78,000
5	\$91,450
6	\$104,900
7	\$118,350
8	\$131,800
Add this amount for each additional person.	\$13,450

ADDITIONAL INFORMATION

With this application you will need to submit last year's copies of the following applicable documents for yourself, the co-owner, and every member of the household.

1. Federal, State and City Income Tax Returns - 1040 or 1040A and any schedules
2. Michigan Homestead Property Tax Credit Claim MI-1040CR
3. Valid driver's license or other acceptable form of identification if requested by the Assessor or Board or Review
4. Produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested if required by the Assessor or Board of Review.

PLEASE READ CAREFULLY

I (We) am/are unable to pay the full property taxes on the above described property and hereby make application for property tax relief due to poverty in accordance with Section 211.7u Michigan Compiled Laws.

I (We) have read this application and fully understand the contents thereof.

I (We), _____, being duly sworn, depose and state under the penalties for perjury, that the information contained in this petition and my (our) financial condition as above stated is true and correct and to the best of my (our) knowledge and belief.

I (We) further understand that if any information contained herein is found to be false or incomplete, any and all relief granted by this application will be forfeited and placed back on the assessment roll with penalties and interest occurring on the additional tax liability in accordance with Section 211.119 Michigan Compiled Laws.

Applicant's Signature: _____

Co-Applicant's Signature: _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

County, Michigan

My Commission Expires: _____

Application for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 206 of 1893, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township the property is located in each year on or after January 1.

To be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

PART 1: PERSONAL INFORMATION: Petitioner must list all required personal information.

Petitioner's Name:		Daytime Phone Number:	
Age of Petitioner:	Marital Status:	Age of Spouse:	Number of Legal Dependents:
Property Address of Principal Residence:		City:	State: ZIP Code:
☐ Check if applied for Homestead Property Tax Credit		Amount of Homestead Property Tax Credit:	

PART 2: REAL ESTATE INFORMATION: List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.

Property Parcel Code Number:		Name of Mortgage Company:	
Unpaid Balance Owed on Principal Residence:	Monthly Payment:	Length of Time at this Residence:	
Property Description:			

PART 3: ADDITIONAL PROPERTY INFORMATION: List information related to any other property owned by you or any member residing in the household.

☐ Check if you own, or are buying, other property. If checked, complete the information below		Amount of Income Earned from Other Property:	
1	Property Address:	City:	State: ZIP Code:
	Name of Owner(s):	Assessed Value:	Date of Last Taxes Paid: Amount of Taxes Paid:
2	Property Address:	City:	State: ZIP code:
	Name of Owner(s):	Assessed Value:	Date of Last Taxes Paid: Amount of Taxes Paid:

PART 4: EMPLOYMENT INFORMATION: List your current employment information.

Name of Employer:			
Address of Employer:	City:	State:	ZIP Code:
Contact Person:	Employer Telephone Number:		

PART 5: INCOME SOURCES: List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

PART 6: CHECKING, SAVINGS AND INVESTMENT INFORMATION: List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount of Deposit	Current Interest Rate	Name on Account	Value of Investment

PART 7: LIFE INSURANCE: List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payments	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

PART 8: MOTOR VEHICLE INFORMATION: All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

PART 9: HOUSEHOLD OCCUPANTS: List all persons living in the household.

First and Last Name	Age	Relationship to Applicant	Place of Employment	\$ Contribution to Family Income

PART 10: PERSONAL DEBT: List all personal debt for all household members.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

PART 11: MONTHLY EXPENSE INFORMATION: The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance
Garbage	Daycare	Car Expenses (gas, repair, etc.)	
Other (type and amount)	Other (type and amount)		Other (type and amount)
Other (type and amount)	Other (type and amount)		Other (type and amount)

NOTICE: Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

PART 12: POLICY AND GUIDELINES ACKNOWLEDGMENT:

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

☐ The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

PART 13: CERTIFICATION:

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from the property taxes pursuant to Michigan Compiled Law, Section 211.7u.

Printed Name	Signature	Date

This application shall be filed after January 1, but before the day prior to the last day of the local unit's December Board of Review.

Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 35 days of decision. A copy of the Board of Review decision must be included with the petition.

Michigan Tax Tribunal
P● Box 30232
Lansing MI 48909

Phone: 517-335-9760
E-mail: taxtrib@michigan.gov

Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty

This form is issued under the authority of Public Act 253 of 2020.

This form is to be used to affirm ownership, occupancy, and income status. MCL 211.7u(2) provides that, to be eligible for exemption under this section, a person shall, subject to subsection (6) and (8), annually affirm that the applicant owns and occupies, as a principal residence, the property for which an exemption is requested.

PART 1: OWNER INFORMATION — Enter information for the person owning and occupying the residence.			
Owner Name		Owner Telephone Number	
Mailing Address	City	State	ZIP Code
PART 2: LEGAL DESIGNEE INFORMATION (Complete if applicable.)			
Legal Designee Name		Daytime Telephone Number	
Mailing Address	City	State	ZIP Code
PART 3: HOMESTEAD PROPERTY INFORMATION — Enter information for property in which the exemption is being claimed.			
City or Township (check the appropriate box and enter name) ☐ City ☐ Township ☐ Village		County	
Name of Local School District			
Parcel Identification Number		Year(s) Exemption Previously Granted by Board of Review	
Homestead Property Address	City	State	ZIP Code
PART 4: AFFIRMATION OF OWNERSHIP, OCCUPANCY, AND INCOME STATUS (Check all boxes that apply.)			
☐ I own the property in which the exemption is being claimed.			
☐ The property in which the exemption is being claimed is used as my homestead. Homestead is generally defined as any dwelling with its land and buildings where a family makes its home.			
☐ After establishing initial eligibility for the exemption, my income and asset status has remained unchanged and/or I receive a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation, such as federal Supplemental Security Income or Social Security disability or retirement benefits.			
PART 5: CERTIFICATION			
I hereby certify to the best of my knowledge that the information provided on this form is true and I am eligible to receive an exemption from property taxes by reason of poverty pursuant to Michigan Compiled Law, Section 211.7u.			
Owner or Legal Designee Name (print)		Signature of Owner or Legal Designee	
		Date	
Designee must attach a letter of authority.			
LOCAL GOVERNMENT USE ONLY (DO NOT WRITE BELOW THIS LINE)			
☐ Approved ☐ Denied (Attach appeal instructions and provide to owner.)		Tax Year(s) exemption will be posted to tax roll	
CERTIFICATION — I certify that, to the best of my knowledge, the information contained in this form is complete and accurate.			
Assessor Signature		Date Certified by Assessor	



January 2025 City Manager's Report

Baldwin Public Library

Library Board

The Library Board met on Wednesday, January 22 at 7:30 p.m. for its regular meeting.

Library Tours

If you'd like to learn even more about the library, join 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 lobby on February 24 at 6 p.m.

Idea Lab: The Grand Tour

Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, February 5 at 7 p.m., Jeff will take you on a tour of the Idea Lab, including a quick demo of our exciting equipment. Registration required.

Birmingham Area Cable Board Grant for New Website

We have been working with Weblinx to create our new website, which is expected to be unveiled in June 2025. We were awarded a grant from the Birmingham Area Cable Board to fully fund the website design, first year of hosting, and interior 360-degree tour. The total grant amount awarded from BCTV is \$22,435.

Upcoming events of interest

When Detroit Played the Numbers

Monday, February 3 from 7 p.m. – 8 p.m.

Detroit entrepreneurs created a thriving - if illegal - lottery system to support themselves and uplift their communities. The Numbers game became a community resource and institution of solidarity for the Black communities of Detroit's Black Bottom and Paradise Valley neighborhoods through times of racial disenfranchisement and labor instability. Dr. Felicia George joins us to tell the true story of "When Detroit Played the Numbers". Registration required. Attend in person or virtually.

Snow Crash Nebula Live DJ Event

Saturday, February 8 from 7 p.m. – 12 a.m.

Join us in the atrium to experience the energy of curated DJ and live synth & drum machine performance sets from Detroit techno community creatives inspired by the Michael Andrews' Snow Crash Nebula art installation in Baldwin's Youth Room. Register online for this ticketed event for ages 21 and older. Tickets are \$10; beer and wine cash bar.

End-of-Life Options in Michigan

Monday, February 10 from 7 p.m. – 8 p.m.

Through this interactive presentation, Compassion and Choices members will detail the medical landscape in Michigan today, explain advanced directives and why everyone should complete theirs, review dementia's nuances and explain medical-aid-in-dying. Presenters will guide participants through slightly humorous, thoughtful interactive questions and show a brief movie clip. Our Michigan Action Team members are trained to present clear, accurate information about end-of-life autonomy and equally important, clarify any preconceived misconceptions. We foster a comfortable atmosphere that promotes open dialogue for the audience. Relevant handouts are available as well as the opportunity to chat with our presenters. The presentation covers many relevant topics to empower each individual to think about and choose an end-of-life care plan that's best for them without coercion or undue influence.

Learn more about these events and other programs coming to Baldwin at www.baldwinlib.org/calendar.

Birmingham Museum

Museum staff and volunteers have uncovered some amazing facts about Birmingham's unique aviation history, and visitors can learn more about the wild days of early flight as part of our current exhibit, "Transportation and Transformation: Shaping Birmingham and its People." Featured are some stories of local 'Birminghammers' that seem to be right out of the movies:

- a local balloonist who crashed (more than once!) and helped develop applications for military observation balloons
- a local farm boy and 'early bird' of aviation who developed, tested and trained pilots in some of the first military applications of open biplanes
- a dashing Birmingham barnstormer pilot who taught his fiancée to fly in the 1920s
- a local businessman and pilot who flew in the new 'Air Service' (aka Air Force) over France during World War I and earned a Silver Star for gallantry
- a structural engineer and Birmingham Village Manager who patented a design for an experimental personal aircraft to take off and land in small areas
- Michigan's first licensed woman helicopter pilot (who flew her husband to work!) and was a founder of the National Organization for Women
- A member of the first group of women astronaut trainees who proved in the 1960s that women could meet the same rigorous requirements as the male Mercury astronaut crew

Highlights of Birmingham's aviation history were also featured in a recent lecture at the Baldwin Public Library, and can be viewed at the [Museum's YouTube channel](#).

Birmingham Shopping District

2025 Assessment

The Birmingham Shopping District (BSD) is funded by a special assessment of commercial properties within the BSD [assessment area](#). Rates vary depending on property/business location within the district ([1 and 1A](#)) and within the actual building (first floor, second floor, etc.). The assessment is mailed to all applicable parties in January. The assessment funds all BSD initiatives including marketing/promotions, special events, business development and downtown maintenance. View more information about the assessment and the BSD at ALLINBirmingham.com/about/assessment.

2024 Year in Review

The BSD mails a Year in Review to all property owners and businesses within the district boundaries. The Year in Review includes information on 2024 statistics, new businesses, business anniversaries, key initiatives for the upcoming year and more. Read the [2024 Year in Review](#) to find out more about what we were up to last year and what we are working on in 2025.

Business Mix Analysis

The BSD Board recently approved a new [Business Mix Analysis report](#). The report analyzes a variety of criteria from nearly 600 BSD business and helps to guide the Business Development Committee's recruitment strategy and targets. This information is shared with property owners, brokers and other stakeholders to assist in their individual recruitment efforts.

Special Events

- **BRRmingham Blast**

The second annual BRRmingham Blast event was held on January 25, with free entertainment and activities for all ages including a 300' zip line, magic shows, story times featuring the Baldwin Public Library, marshmallow roasting and more. A variety of food trucks served both sweet and savory favorites for purchase. We look forward to bringing this fun winter event back next year!

- **Winter Markt Event Update**

We are happy to share that the Winter Markt event drew a large crowd again this year – approximately 21,000 visits, 19,800 unique visitors, with an average dwell time of 1 hour and 20 minutes, for the weekend's festivities. This is an increase of approximately 8% over last year's event. We thank the City Commission, BSD Board and Committees, and all of our sponsors, volunteers, vendors and staff for making this a wonderful community event.

Building Department

Board of Zoning Appeals

There was one case on the agenda for the December 10, 2024 Board of Zoning Appeals regular meeting:

687 Davis: The owners of the home requested front and side yard variances to construct an addition to their existing nonconforming home that was originally constructed in 1930. The board approved the variances unanimously with a 7-0 vote.

Online Permit Applications

In the month of December, we processed 284 permits online bringing last year's total permits processed electronically to 4,610.

Monthly Report

The Building Department's [monthly report](#) shows the previous month's permit activity, along with charts showing the building permit activity trend over the past year.

City Clerk's Office

2025 Election Dates

The next currently scheduled election for Birmingham voters is a general election on Nov. 4, 2025. The petition filing deadline is July 22, 2025 by 4 p.m. The election will include candidates for:

- City Commission - Vote for no more than three, 4-year terms
- Library Board - Vote for no more than three, 4-year terms

[May 5, 2025](#) and August 6, 2025 are other potential election dates contingent on the timely filing of a petition to place a question on the ballot or the filing of ballot language with the City Clerk by a political subdivision of this state including, but not limited to, a county, city, village, township, school district, special use district or other district.

The ballot wording of the ballot question must be certified to the proper local or county clerk **no later than 4 p.m. on the twelfth Tuesday before the election**. If the wording is certified to a clerk other than the county clerk, the clerk shall certify the ballot wording to the county clerk at least 82 days before the election.

Celebrate Birmingham Hometown Parade



The City of Birmingham is gearing up for our annual Celebrate Birmingham event – and you're invited!

Celebrate Birmingham Hometown Parade on Sunday, May 18, 2025 at 1 p.m., rain or shine, followed by a family oriented party in Shain Park until 4 p.m.

You have three opportunities to participate in the 2025 Celebrate Birmingham Hometown Parade and Party in Shain Park:

- As a Participant - walking proudly with your organization in the parade and/or showcase your organization with a table at the party in Shain Park;
- As a Sponsor - supporting the parade with a financial or in-kind donation and being recognized for your contribution; and/or
- As a Volunteer - donating about two hours of your time on parade day.

Register as a participant, sponsor or volunteer at www.bhamgov.org/parade

You are invited to go to www.bhamgov.org/parade for easy online registration. Sponsors must register by April 25, and parade participants must register by May 1, so don't delay! Your email address will be used to notify you of key information as the parade date approaches.

Please feel free to invite all groups with which you are associated to join in the parade celebration!

For more information, please contact Mya Brown, Deputy Clerk at clerksoffice@bhamgov.org or (248) 530-1880.

Greenwood Cemetery Advisory Board (GCAB)

The next meeting for the GCAB is scheduled for February 7. To view Greenwood Cemetery Advisory Board agendas and minutes visit www.bhamgov.org/GCAB.

For those visiting the cemetery and placing decorations for loved ones, it is important to be aware of the [Greenwood Cemetery Operational Procedures, Conditions & Regulations](#), specifically sections II, III, and V.

Board of Ethics

Stay tuned for announcements regarding the next scheduled Board of Ethics meeting. At this time there are no opinion requests or complaints to be processed. To view the Ethics Board agendas and minutes visit www.bhamgov.org/ethics.

Board Appointments

The City of Birmingham is looking for dedicated individuals who want to give back to their community by serving on one of our many boards or commissions. Birmingham's different boards and commissions make recommendations that shape the City's future. Serving on a board or commission is a great way to get involved in your community, meet new people and make a positive impact. Don't miss out on the chance to make a difference - go to www.bhamgov.org/boardopportunities to view all available openings and apply to make a difference.

Board, commission or committee	Available position	Application due by 12:00 p.m.	Interview date (7:30 pm)
Ad Hoc Senior/Recreation Center Committee	1 Regular member (an engineer) term ending 3/4/2027	1/22/2025	1/27/2025
Advisory Parking Committee	2 Regular member (small retail) terms ending 9/4/2027 1 Regular member (retail) term ending 9/1/2026	Until filled	
Architectural Review Committee	1 Regular member term ending 4/11/2025	Until filled	
Birmingham Shopping District Board	1 Regular member, a Business representative with interest in property located in district, term ending 11/26/2025	Until filled	
Birmingham Area Cable Board	1 Regular Birmingham resident, term ending 3/30/27, 1 Alternate Birmingham resident, term ending 3/30/26 1 Alternate Birmingham resident, term ending 3/30/25	Until filled	

<u>Board of Building Trades Appeals</u>	2 Regular members (one builder & one engineer) with terms ending 4/24/2027	Until filled	
<u>Board of Review</u>	1 Alternate member to serve the remainder of a 3-year term expiring 12/31/2026 1 Alternate member to serve the remainder of a 3-year term expiring 12/31/2025	Until filled	
<u>Brownfield Redevelopment Authority</u>	1 Regular member - term ending 5/23/2026 1 Regular member - term ending 5/23/2027	Until filled	
<u>Board of Ethics</u>	1 Alternate member term ending 6/30/2024	Until filled	
<u>Environmental Sustainability Committee</u>	1 Regular member to serve a 1-year term expiring 2/1/2026 1 Alternate member to serve a 2-year term expiring 2/1/2026 1 Alternate member to serve a 1-year term expiring 2/1/2026	Until filled	
<u>Greenwood Cemetery Advisory Board</u>	2 Regular members (one of which being a cemetery plot owner) to serve the remainder of three year terms ending July 6, 2026.	Until filled	
<u>Housing Board of Appeals</u>	3 Regular member terms ending 5/4/2026	Until Filled	
<u>Martha Baldwin Park Board</u>	2 Regular member terms ending 5/1/2028	Until Filled	
<u>Multi-Modal Transportation Board</u>	1 Alternate member term ending 10/27/2025	Until filled	
<u>Planning Board</u>	1 Alternate member term ending 3/28/2027	1/22/2025	1/27/2025

Public Arts Board	2 Regular members with terms expiring January 28, 2028. 1 Alternate member to serve the remainder of a three year term expiring January 28, 2028.	1/22/2025	1/27/2025
Storm Water Utility Appeals Board	2 Regular member terms ending 1/31/2026 2 Alternate member terms ending 1/31/2025	1/22/2025	1/27/2025
Triangle District Corridor Improvement Authority	1 Business owner in the developed area or area within 1/2 mile of the development area, term ending 12/15/2026 1 Business owner in the developed area or area within 1/2 mile of the development area, term ending 12/15/2027 1 Resident of the developed area or area within 1/2 mile of the development area, term ending 12/15/2027	Until filled	

City Manager's Office

Communications

Around Town e-Newsletter

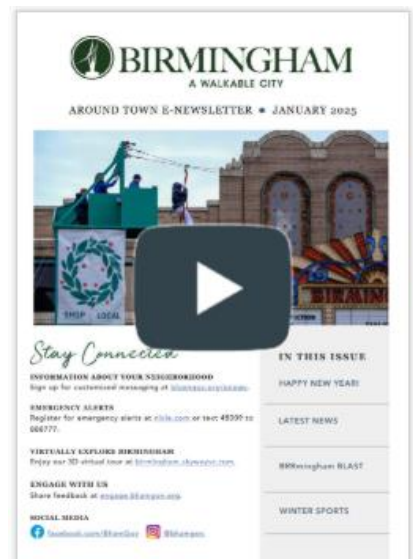
The communications team is working on the February edition of the Around Town e-Newsletter, which will include information about winter sports opportunities, the City's future Senior/Recreation Center, snow emergency information and more. Follow [this link to view the January edition](#) of the Around Town e-Newsletter.

Ad Hoc Aging in Place Committee

The final Ad Hoc Aging in Place Committee meeting took place on Wednesday, January 22, 2025. The committee reviewed the final version of the Aging in Place Citywide Action Plan, which will go before the City Commission at a meeting to be determined by the City Manager.

Receive Updates from Birmingham

Receive the latest news from Birmingham by signing up to receive our newsletter and alerts at bhamgov.org/enews. Subscribers receive important information specific to their neighborhood, emergency alerts and our

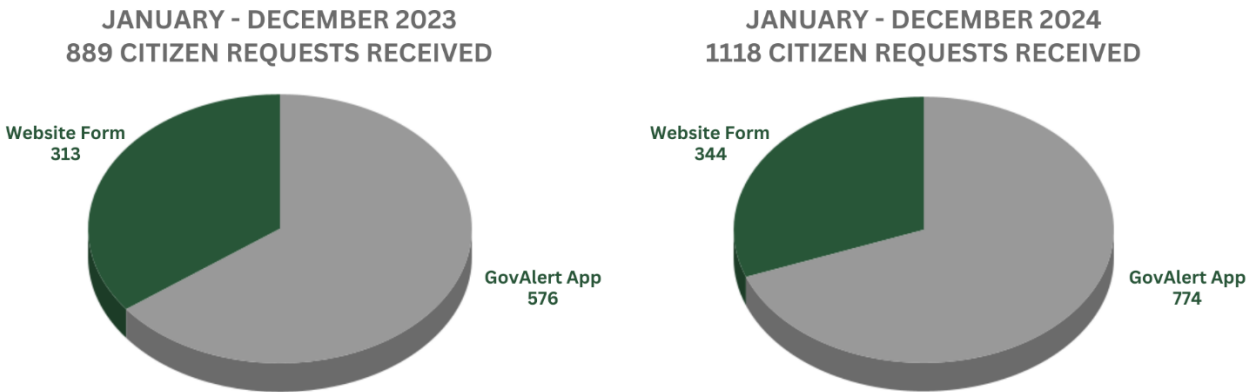


newsletter featuring upcoming events, meetings, City projects, developments and more. Also follow us on [Facebook](#) and [Instagram](#) @BhamGov, and visit [bhamgov.org/communications](#) to view all City communication tools.

GovPilot Annual Update

During 2024, we received a total of 1,118 citizen requests through the GovPilot system, up from 889 requests in 2023. In 2024 requests submitted through the website (at [bhamgov.org/citizenrequests](#)) went up by approximately 10%, and requests through the [GovAlert app](#) went up by approximately 35%.

GOVPILOT YEARLY COMPARISON REPORT



BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Meeting	Topic	Dates Addressed	Status
9/23/24	Code of Conduct for Landscapers	9/23/24	In progress
8/13/24	Speed mitigation options – Shirley and Arlington	8/13/24	In progress
7/22/24	Redding Well Site	7/22/24	In progress
7/8/24	Pesticides	7/8/24	In progress
5/20/24	RFP Process	6/3/24 7/22/24	In progress
4/15/24	Discuss City property on Shirley Road that is not designated as Right of Way	4/15/24	In progress
2/27/23	Bench and Little Library for Pat Andrews	3/13/23 5/8/23	In progress

Engineering Department

Lead Service Replacement Program

In November 2024, the City mailed a notice to property owners with lead water service, galvanized pipes previously connected to lead materials or unknown water service material per EGLE's requirements. For more information regarding these letters, or if you would like to sign up for lead service replacement at no cost, please contact the Engineering Department at (248) 530-1840.

The City will be starting a door-knocking effort to replace lead water services. If the property owner is not available, a flyer will be left. Please follow the steps in the flyer to schedule your water service replacement.

Chestnut Road Special Assessment District

The Engineering Department received a petition with enough signatures to convert Chestnut (from Elm to Adams) from an unimproved road to an improved road. The City will hold a resident meeting on Tuesday, February 4, 2025, from 5:30 to 7 p.m. to discuss the process going forward.

If you have any questions about these projects or programs, please contact the Engineering Department at (248) 530-1840.

Fire Department

Before 2018, the Fire Prevention Bureau consisted of only three cross-trained Firefighter/Fire Inspectors and a Fire Marshal. In 2017, the team conducted 214 annual company fire inspections, representing just 11.5% of City's approximately 1,850 businesses.

Since then, the Fire Prevention Bureau has expanded significantly, adding six Firefighter/Paramedics who have been cross-trained as Certified Fire Inspectors. This enhancement enables inspectors, along with other firefighter/paramedics and fire officers, to familiarize themselves with local buildings, improving response preparedness in the event of an emergency.

By 2024, the Bureau, now comprising nine Firefighter/Fire Inspectors and one Fire Marshal, conducted 1,699 annual company inspections, covering 92% of our approximately 1,850 businesses. Our goal for 2025 is to achieve 100% coverage.

The growth of our Fire Prevention staff, through proactive prevention measures and Community Risk Reduction programs, has contributed to identifying fire hazards that may have led to commercial and residential structure fires. For more information regarding Fire Prevention or to schedule a home fire safety inspection, please contact the Fire Department at (248) 530-1906.

Human Resources

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees as of January 10, 2025. Their skills, expertise and enthusiasm are a valuable addition to our team!

Department	Name	Position	Type
BSD	Alexandra Sperl	Events Assistant	Seasonal
Police	George Toma	Police Officer	FT (BPOA)
<u>Promotions</u>			
Building	Andrew Erickson	Assistant Building Official	FT (AFSCME)

January Hiring Anniversaries

The City of Birmingham celebrated the hiring anniversaries of several employees. We extend our heartfelt appreciation for their exceptional service and unwavering dedication. Their contributions are deeply valued and recognized.

Years Of Service	Employee		Department	Position
1	Maksym	Mishchanchuk	Police	Police Officer
1	John	Squire	Parking	Parking Lead Attendant
3	Madison	Drouillard	Dispatch	Police Dispatcher
4	Tana Lee	Casey	Police	Crossing Guard
4	Jaclyn	Miller	Library	Library Associate Director
5	Derek	Aldrich	DPS	Streets Sewer Water Assistant Foreman
5	Raymond	Jones	DPS	Streets Sewer Water Laborer Part Time
6	Donna	Casaceli	Museum	Museum Specialist
6	Michelle	Hiser	Police	Clerical
7	David	Bartley	DPS	Parks & Forestry Technician
8	Michael	Kowalczyk	DPS	Streets Sewer Water Specialist
8	Scott	Mcintyre	Police	Police Officer
9	Caitlin	Donnelly	Museum	Museum Specialist
10	Gwynn	Duffey	Finance	Payroll/Office Coordinator
10	Linda	George	DPS	Clerical Assistant
11	Michael	Huot	DPS	Streets Sewer Water Technician
14	Michael	Romanowski	Police	Police Lieutenant
14	Rebekah	Springer	Police	Police Sergeant
20	Caroline	Salucci	Library	Librarian
27	Jeffrey	Whipple	Police	Police Officer

Hiring Status

The City is seeking candidates for the following positions. To apply or for more information, visit www.bhamgov.org/jobs.

Department	Position	Type	Status
DPS	Ice Arena Concessions/Maintenance	Part Time	Open Until Filled
Building	Plumbing and Mechanical Inspector	Full Time (AFSCME)	Open Until Filled
Engineering	Engineering Inspector II	Full Time (AFSCME)	Reviewing Applicants
Parking	Administrative Assistant	Part Time	Onboarding

Planning Department

Planning Board

To start the year, the Planning Board will continue progress on wrapping up projects from 2024 while also beginning its deep dive into the 2040 Plan to begin implementation of its goals and recommendations. In addition, the Planning Board will finalize its Action List for 2025 to furnish to the City Commission pursuant to Chapter 82 of the City Code of Ordinances. Similarly, preparations will begin for the first of two joint meetings between the Planning Board and City Commission on June 16, 2025.

A tentative Planning Board list of scheduled and/or recently completed items is provided below:

1. 225 E. Maple – Social Kitchen & Bar – Special Land Use Permit Amendment, Final Site Plan & Design Review (1/22/25)
 - Request to replace/renovate the existing outdoor dining facility located on the east side of the building adjacent to the via. This project will also be reviewed by the City Commission.
2. 320 Martin – Final Site Plan & Design Review (1/22/25)
 - Request for the re-approval of an expired site plan for a new 5-story addition to the rear of the existing building.
3. 185 Oakland – Belfor – Final Site Plan & Design Review (1/22/25)
 - Request for a new large, whole-building generator at the rear of the property behind the existing building with associated screening and landscaping improvements.
4. Triangle District Bonus Height Provisions Phase 2 – Study Session – (1/22/25)
 - A continuation of the review of the available provisions to receive additional building height in the current Triangle District of Birmingham.
5. Impervious Surface – Study Session (2/12/25)
 - A review of the definition of impervious surface and open space requirements in the City.
6. Generator Ordinance – Public Hearing (2/12/25)
 - A public hearing to finalize a recommendation for new standby generator standards to the City Commission.
7. Child Care Ordinance – Study Session (2/12/25)
 - A review of the City's childcare standards related to Family Child Care Homes and Group Child Care Homes as it relates to definitions, use specific standards, permitted zoning districts and other issues.

Historic District Commission & Design Review Board

The Historic District Commission (HDC) has welcomed its new member, Timothy Collins, who has fit in very well with the group and is gaining more and more experience as his term continues. Currently, the members of the Historic District Commission have been doing their part to contribute to their broader preservation efforts by aiding in an updated photographic inventory of our current stock of designated historic resources. This inventory is expected to be a part of the upcoming Historic Preservation Master Plan. An HDC study session regarding the plan was held on January 15. The HDC and City staff are developing the organized, holistic, and long-range Historic Preservation Master Plan to help guide preservation efforts into the future.

Environmental Sustainability Committee

On December 16, 2024, the City Commission seated the first four members of the formal, standing Environmental Sustainability Committee (ESC). With several new members expected to be appointed soon, the Planning Department has made plans to have a kickoff meeting of this “new” group on February 17, 2025. The first meeting of the ESC will consist of housekeeping and introductory type work, but will also begin the process of implementing the Birmingham Green: Healthy Climate Plan.

Multi-Modal Transportation Board

Beginning February 6, 2024, the Multi-Modal Transportation Board will begin reviewing safety and speed mitigation designs for Shirley and Arlington. The road construction was completed this past fall and the City is in the process of collecting data for the MMTB to review.

Public Arts Board

A new sculpture titled “Connection” by James Kaye was recently installed on W. Maple Road. The sculpture was donated to the City by the artist and approved by the City Commission on February 12, 2024. The Public Arts Board has approved a stipend of \$2,000 for James Kaye to cover materials and installation costs – an amount that is consistent with prior donations from artists. The City will install a plaque highlighting the artist and sculpture this spring.

Police Department

Major Case Update

The Birmingham Police Department assigns an officer to the Special Investigations Unit (SIU) which operates out of the Troy Police Department. Since August 2023, SIU partnered with other agencies in early 2024 to bring down an expansive auto theft criminal organization. The investigation has been aided by the efforts of local police agencies, including the municipal police departments of Auburn Hills, Birmingham, Bloomfield Township, Canton, Dearborn, Detroit, Eastpointe, Farmington Hills, Lansing, Livonia, Novi, Roseville, Royal Oak, Southfield, Sterling Heights, Walled Lake and Warren, as well as the Oakland County Auto Theft Group and Macomb County Auto Theft Unit.

The SIU, the Michigan State Police, and the Detroit Police Department's Commercial Auto Theft Unit executed four arrest warrants on January 2, bringing four defendants into their custody and seizing a large quantity of electronic key fobs and cash.

Each defendant has been charged with Conducting a Criminal Enterprise, a 20-year felony. Charged and arrested in connection to these thefts are:

- Davonta Jones, 31, of Detroit, who has been additionally charged with eight counts of Receiving and Concealing a Stolen Motor Vehicle.
- Donovan Tucker, 22, of Detroit, who has been additionally charged with eight counts of Receiving and Concealing a Stolen Motor Vehicle.
- Davion Tucker, 21, of Detroit, who has been additionally charged with seven counts of Receiving and Concealing a Stolen Motor Vehicle.

- Timothy Bell, 23, of Detroit, who has been additionally charged with 10 counts of Receiving and Concealing a Stolen Motor Vehicle.

Jones, Donovan Tucker and Davion Tucker were arraigned on January 3 in the 19th District Court in Dearborn before the Honorable Mark Somers. Each were given a \$500,000 cash/surety bond and scheduled for a probable cause conference on January 17. Bell was arraigned on January 3 in the 1st District Court in Monroe before the Honorable Christian J. Horkey. He was given a \$500,000 cash/surety bond and scheduled for a probable cause conference on January 14.

Community Engagement

The Birmingham Police Department prides itself as being a part of the community and being involved with our residents and community members. The department's Community Resource Officer, Gina Moody, provides training for ALICE – Response to Active Shooter Incidents, Security Checks and is available for speaking engagements. Ofc. Moody recently participated in "Shop with a Cop" on December 10th with several officers from different agencies assisting youth during the holiday season. Community Resource Officer Moody can be reached at (248) 530-1772 or by email at gmoody@bhamgov.org to request a speaking engagement or training.

On January 9, Coffee with the Chief was held at Story Point on Lincoln Ave. The Chief and a few officers stopped by to meet the residents and staff at Story Point. During this meet and greet, numerous discussions took place and multiple questions were answered. Officers were able to meet with a resident who retired from the Detroit Police Department and share stories.

On January 18, officers attended the Birmingham Unified Kings Hockey game. Annually, the team has invited area police and fire departments to the game to "Celebrate Our Local First Responders". Several officers attended the game against Ann Arbor Gabriel Richard at the Birmingham Ice Arena.

Parking Systems Update

Chester Garage Parking Spaces to Increase in Size

The 2024 Chester Street Parking Structure Repair Project is currently underway and is expected to be completed by August 2025. Structural and aesthetic repairs are being completed on each level of the structure. Re-striping all parking spaces is included in the project scope. The current size of parking spaces in the Chester Parking Structure varies from 6'5" to 8'4". This size variance has caused numerous complaints from patrons about vehicles parking over the designated parking space striping. Parking staff proposed re-striping all spaces in the Chester Street Parking Structure to a width of 8'9" to increase safety, create consistency among structures and enhance the parking experience for our residents, businesses and guests. Both the City Commission and Advisory Parking Committee approved the change and restriping will be completed during repairs to each level of the garage.

Parking Reports

Download the [monthly parking report](#) to view the following data: total citations issued, average weekly maximum capacity, meter revenue by amount and percentage, monthly passes compared to garage capacity and monthly permits sold.

Future Agenda Items

Download a summary of [future agenda items](#).

Potential Future Workshop Topics

February – 400 E. Lincoln
March – Unimproved Streets
April – Budget Hearing
May – City Hall/Police Station



MEMORANDUM

Treasury

DATE: January 21, 2025

TO: Jana L. Ecker, City Manager

FROM: Ryan Katz, Deputy Treasurer
Mark Gerber, Finance Director/Treasurer
Mary Chavez, Finance Director/Treasurer Designee

SUBJECT: Confirmation of SAD Roll 913 2025 Cape Seal Program

INTRODUCTION:

A public Hearing of Confirmation of the Special Assessment Roll for the 2025 Cape Seal Program is being held on January 27, 2025. The special assessment will reimburse the City for improvements made. If the City Commission approves the roll, the property owners who benefit from these improvements will be billed for the cost of the improvements.

Comments during the hearing of confirmation are limited to those questions specifically addressing the assessment roll pursuant to section 94-9 of the City Code.

BACKGROUND:

At the City Commission meeting on January 13, 2025, the City Commission determined the necessity of the 2025 Cape Seal Program and a Hearing of Confirmation of the Special Assessment Roll was set for January 27, 2025.

LEGAL REVIEW:

The City Attorney has reviewed the suggested resolution for compliance with the City Code. The purpose of this hearing is to review and hear any objections to the Special Assessment Roll. The Special Assessment Roll is a listing of all of the properties to be assessed for the improvements to the property. Pursuant to the City Code at section 94-9, whenever a Special Assessment Roll shall be confirmed by the City Commission, it shall be final and conclusive.

FISCAL IMPACT:

If confirmed, the preliminary assessment roll would be \$372,387.18. Once the project is completed and final costs are known, the roll will be adjusted to actual costs as provided by City Code. Property owners have five (5) years to pay the special assessment.

SUSTAINABILITY:

Completing cape seal treatment on roads enhances the road surface and reduces the maintenance required.

DESIGN CONSIDERATIONS:

Sidewalk ramps that currently do not meet ADA standards will be removed and installed per the current ADA standards.

PUBLIC COMMUNICATIONS:

Property owners were notified by mail of the public hearing dates. If the City Commission confirms the Special Assessment Roll, the Treasurer's office will notify the property owners in the Special Assessment District of the confirmation and the lien on their property.

SUMMARY:

The Treasurer's office recommends that the City Commission conduct the Hearing of Confirmation of Special Assessment District 913 and further to confirm the roll as attached to this report.

ATTACHMENTS:

- Proposed Special Assessment Roll
- Memorandum: Hearing of Necessity for 2025 Cape Seal Program SAD

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution confirming Special Assessment Roll 913 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 913, has been heretofore prepared 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 after the time of construction; and

WHEREAS, the Commission Resolution 01-008-25 provided it would meet this 27th day of January, 2025 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this January 27, 2025, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll;

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 913 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 assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that the special assessment shall be payable in five (5) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of eight and one half percent (8.50%) on all unpaid installments.

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
1936205040	280 Daines Street	\$ 539.95
1936205021	-	\$ 1,259.88
1936205026	442 S Old Woodward Avenue	\$ 3,043.15
1936205041	444 S Old Woodward Avenue	\$ 6,548.50
1936205005	645 Purdy Street	\$ 3,039.55
1936205008	-	\$ 1,439.86
1936205034	566 Ann Street	\$ 1,676.72
1936205015	393 E Frank Street	\$ 1,005.79
2030477001	2616 Dorchester Road	\$ 1,799.83
2030477002	2630 Dorchester Road	\$ 1,799.83
2030477003	2648 Dorchester Road	\$ 1,799.83
2030477004	2676 Dorchester Road	\$ 1,799.83
2030477005	2694 Dorchester Road	\$ 1,799.83
2030477006	2710 Dorchester Road	\$ 1,799.83
2030477007	2736 Dorchester Road	\$ 1,889.82
2030477008	2754 Dorchester Road	\$ 1,673.84
2030477009	2760 Dorchester Road	\$ 1,835.83
2030477010	2792 Dorchester Road	\$ 2,159.79
2030477011	2802 Dorchester Road	\$ 2,159.79
2030477012	2822 Dorchester Road	\$ 2,159.79
2030477013	2846 Dorchester Road	\$ 2,159.79
2030477014	2868 Dorchester Road	\$ 2,159.79
2030477015	2896 Dorchester Road	\$ 2,267.78
2030476018	2615 Dorchester Road	\$ 1,691.84
2030476019	2635 Dorchester Road	\$ 1,691.84
2030476020	2647 Dorchester Road	\$ 1,691.84
2030476021	2663 Dorchester Road	\$ 1,691.84
2030476022	2681 Dorchester Road	\$ 1,691.84
2030476023	2711 Dorchester Road	\$ 1,691.84
2030476024	2735 Dorchester Road	\$ 1,691.84
2030476025	2757 Dorchester Road	\$ 1,691.84
2030476026	2761 Dorchester Road	\$ 1,691.84
2030476027	2789 Dorchester Road	\$ 1,691.84
2030476028	2797 Dorchester Road	\$ 1,691.84
2030476029	2807 Dorchester Road	\$ 1,691.84
2030476030	2829 Dorchester Road	\$ 1,691.84
2030476031	2845 Dorchester Road	\$ 1,691.84
2030476032	2851 Dorchester Road	\$ 1,655.84

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
2030476033	2887 Dorchester Road	\$ 1,619.85
2030476034	2895 Dorchester Road	\$ 1,619.85
1936301007	1365 Southfield Road	\$ 952.85
1936301014	1360 Shipman Boulevard	\$ 1,376.34
1936305001	1407 Southfield Road	\$ 952.85
1936305005	1404 Shipman Boulevard	\$ 1,376.34
2031102013	1598 Yosemite Boulevard	\$ 1,566.91
2031102039	1583 Villa Road	\$ 1,408.10
2031127001	1610 Yosemite Boulevard	\$ 1,566.91
2031127012	1611 Villa Road	\$ 1,408.10
2030455001	2020 Yorkshire Road	\$ 2,699.74
2030455002	2046 Yorkshire Road	\$ 2,699.74
2030455003	2064 Yorkshire Road	\$ 2,699.74
2030455004	2092 Yorkshire Road	\$ 2,699.74
2030455005	2112 Yorkshire Road	\$ 2,699.74
2030455006	2140 Yorkshire Road	\$ 2,699.74
2030455007	2168 Yorkshire Road	\$ 2,699.74
2030455008	2192 Yorkshire Road	\$ 2,699.74
2030455009	2220 Yorkshire Road	\$ 2,699.74
2030455010	2252 Yorkshire Road	\$ 2,699.74
2030455011	2280 Yorkshire Road	\$ 2,699.74
2030456001	2324 Yorkshire Road	\$ 2,699.74
2030456002	2350 Yorkshire Road	\$ 2,699.74
2030456003	2380 Yorkshire Road	\$ 2,699.74
2030456004	2420 Yorkshire Road	\$ 2,699.74
2030456005	2440 Yorkshire Road	\$ 2,699.74
2030456006	2474 Yorkshire Road	\$ 2,699.74
2030456007	2488 Yorkshire Road	\$ 2,699.74
2030456008	2510 Yorkshire Road	\$ 2,699.74
2030456009	2540 Yorkshire Road	\$ 2,699.74
2030456010	2576 Yorkshire Road	\$ 2,699.74
2030456011	2588 Yorkshire Road	\$ 2,699.74
2030478001	2614 Yorkshire Road	\$ 2,699.74
2030478002	2650 Yorkshire Road	\$ 2,699.74
2030478003	2698 Yorkshire Road	\$ 2,699.74
2030478072	2730 Yorkshire Road	\$ 2,699.74
2030478073	2744 Yorkshire Road	\$ 2,699.74
2030478006	2756 Yorkshire Road	\$ 2,699.74
2030478037	2794 Yorkshire Road	\$ 2,699.74

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
2030478038	2810 Yorkshire Road	\$ 2,699.74
2030478039	2850 Yorkshire Road	\$ 2,699.74
2030478008	2866 Yorkshire Road	\$ 2,699.74
2030478009	2898 Yorkshire Road	\$ 2,591.75
2030453012	2029 Yorkshire Road	\$ 2,699.74
2030453013	2043 Yorkshire Road	\$ 2,699.74
2030453014	2057 Yorkshire Road	\$ 2,699.74
2030453015	2095 Yorkshire Road	\$ 2,699.74
2030453016	2113 Yorkshire Road	\$ 2,699.74
2030453017	2139 Yorkshire Road	\$ 2,699.74
2030453018	2165 Yorkshire Road	\$ 2,699.74
2030453019	2187 Yorkshire Road	\$ 2,699.74
2030453020	2219 Yorkshire Road	\$ 2,699.74
2030453021	2251 Yorkshire Road	\$ 2,699.74
2030453022	2279 Yorkshire Road	\$ 2,699.74
2030454012	2323 Yorkshire Road	\$ 2,699.74
2030454013	2351 Yorkshire Road	\$ 2,699.74
2030454014	2379 Yorkshire Road	\$ 2,699.74
2030454015	2419 Yorkshire Road	\$ 2,699.74
2030454016	2441 Yorkshire Road	\$ 2,699.74
2030454017	2467 Yorkshire Road	\$ 2,699.74
2030454018	2489 Yorkshire Road	\$ 2,699.74
2030454019	2521 Yorkshire Road	\$ 2,699.74
2030454020	2535 Yorkshire Road	\$ 2,699.74
2030454021	2565 Yorkshire Road	\$ 2,699.74
2030454022	2597 Yorkshire Road	\$ 2,699.74
2030477017	2613 Yorkshire Road	\$ 2,699.74
2030477018	2649 Yorkshire Road	\$ 2,699.74
2030477019	2695 Yorkshire Road	\$ 2,699.74
2030477020	2717 Yorkshire Road	\$ 2,699.74
2030477021	2739 Yorkshire Road	\$ 2,519.76
2030477022	2765 Yorkshire Road	\$ 2,879.73
2030477023	2795 Yorkshire Road	\$ 2,699.74
2030477024	2811 Yorkshire Road	\$ 2,699.74
2030477025	2833 Yorkshire Road	\$ 2,699.74
2030477026	2863 Yorkshire Road	\$ 2,699.74
2030477027	2897 Yorkshire Road	\$ 2,591.75
2031101036	1609 Yosemite Boulevard	\$ 3,059.71
2031101037	1635 Yosemite Boulevard	\$ 2,411.77

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
2031101038	1659 Yosemite Boulevard	\$ 2,411.77
2031101039	1671 Yosemite Boulevard	\$ 2,375.77
2031101040	1691 Yosemite Boulevard	\$ 2,231.79
2031101041	1721 Yosemite Boulevard	\$ 2,267.78
2031101042	1745 Yosemite Boulevard	\$ 2,267.78
2031101043	1765 Yosemite Boulevard	\$ 2,231.79
2031101044	1795 Yosemite Boulevard	\$ 2,213.79
2031127001	1610 Yosemite Boulevard	\$ 2,159.79
2031127002	1644 Yosemite Boulevard	\$ 2,699.74
2031127023	1660 Yosemite Boulevard	\$ 2,699.74
2031127024	1678 Yosemite Boulevard	\$ 2,699.74
2031127007	1714 Yosemite Boulevard	\$ 2,699.74
2031127026	-	\$ 1,799.83
2031127027	1756 Yosemite Boulevard	\$ 1,799.83
2031127010	1774 Yosemite Boulevard	\$ 1,799.83
2031127011	1792 Yosemite Boulevard	\$ 2,213.79
		\$ 307,019.38

Street Spray Patching and Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
2030451001	2010 Buckingham Ave	\$ 922.34
2030451002	2032 Buckingham Ave	\$ 1,037.31
2030451003	2060 Buckingham Ave	\$ 1,037.31
2030451004	2080 Buckingham Ave	\$ 1,037.31
2030451005	2106 Buckingham Ave	\$ 1,037.31
2030451006	2120 Buckingham Ave	\$ 1,037.31
2030451007	2144 Buckingham Ave	\$ 1,037.31
2030451008	2152 Buckingham Ave	\$ 1,037.31
2030451009	2182 Buckingham Ave	\$ 1,037.31
2030451010	2220 Buckingham Ave	\$ 1,037.31
2030451011	2238 Buckingham Ave	\$ 1,037.31
2030451012	2250 Buckingham Ave	\$ 1,037.31
2030451013	2282 Buckingham Ave	\$ 1,613.89
2030406001	Pembroke Park	\$ -
2030406002	2316 Windemere Road	\$ 545.81
2030406018	2305 Buckingham Avenue	\$ 727.34

Street Spray Patching and Cape Seal Resurfacing

Sidwell Number	Street Address	Cape-Seal Assessment
2030452001	2306 Buckingham Avenue	\$ 759.17
2030452017	2317 Dorchester Road	\$ 759.17
2030451013	2282 Buckingham Avenue	\$ 759.17
2030451028	2291 Dorchester Road	\$ 759.17
2030406001	Pembroke Park	\$ -
2031102001	1122 Yosemite Boulevard	\$ 1,728.85
2031102002	1166 Yosemite Boulevard	\$ 1,728.85
2031102003	1224 Yosemite Boulevard	\$ 1,728.85
2031102004	1248 Yosemite Boulevard	\$ 1,728.85
2031102005	1260 Yosemite Boulevard	\$ 1,728.85
2031102006	1348 Yosemite Boulevard	\$ 1,728.85
2031102007	1366 Yosemite Boulevard	\$ 2,161.07
2031102008	1420 Yosemite Boulevard	\$ 2,161.07
2031102009	1446 Yosemite Boulevard	\$ 1,728.85
2031102010	1498 Yosemite Boulevard	\$ 1,728.85
2031102011	1524 Yosemite Boulevard	\$ 1,728.85
2031102012	1556 Yosemite Boulevard	\$ 1,728.85
2031102013	1598 Yosemite Boulevard	\$ 1,728.85
2031101023	1111 Yosemite Boulevard	\$ 1,728.85
2031101024	1171 Yosemite Boulevard	\$ 1,728.85
2031101025	1231 Yosemite Boulevard	\$ 1,728.85
2031101026	1253 Yosemite Boulevard	\$ 1,728.85
2031101027	1291 Yosemite Boulevard	\$ 1,728.85
2031101028	1333 Yosemite Boulevard	\$ 1,728.85
2031101029	1387 Yosemite Boulevard	\$ 2,161.07
2031101030	1419 Yosemite Boulevard	\$ 2,161.07
2031101031	1447 Yosemite Boulevard	\$ 1,728.85
2031101032	1493 Yosemite Boulevard	\$ 1,728.85
2031101033	1525 Yosemite Boulevard	\$ 1,728.85
2031101034	1551 Yosemite Boulevard	\$ 1,728.85
2031101035	1595 Yosemite Boulevard	\$ 2,161.07
		\$ 65,367.80



MEMORANDUM

Engineering Department

DATE: January 6, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: 2025 Cape Seal Program
Hearing of Necessity for Cape Seal Special Assessment District (SAD)

INTRODUCTION:

Design and bidding has been completed for cape-seal treatment streets located between N. Eton and Coolidge Highway north of Maple Road, Adams Road and S. Eton south of Maple Road. There are two additional streets outside of these two areas that are part of the project: Ann Street from Frank to the dead end, and Northlawn from Southfield to Shipman. The existing unimproved road surfaces will be restored with a new cape-seal treatment as part of the unimproved street maintenance program.

BACKGROUND:

The streets in the project area are mostly located in the northeast portion of the City. Since the 1940's, cape-seal treatments have been applied to these streets to improve their stability and eliminate dust associated with the original gravel roads. Cape-seal treatments were last applied to these streets in 2008 or 2010, and the expected life of this treatment is 7-10 years. This proposed project is planned for construction in Spring 2025.

City policy has been to defray the costs of cape-seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefitting from this treatment.

The parcels within the project zone that are subject to the Cape Seal Assessment are highlighted on the attached maps. Appended to this report is also a list of properties that the department plans to include in the assessment district, along with estimated construction costs.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures. Legal has reviewed and has no objection as to form or content.

FISCAL IMPACT:

Revenue generated from the Cape Seal Special Assessment District for the 2025 Cape Seal Program will defray the costs incurred by the City for construction of these improvements. Consistent with previous projects of this nature, the City's policy is as follows:

- 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement.

The City pays for the balance of the costs, 15% and 75% front footage and side footage respectively.

Properties located on streets that will be pulverized, subject to cement stabilization, and then receive a cape sealed surface will be assessed at the rate of is \$42.35 per foot. Properties located on streets proposed only to receive spray patching and a cape sealed surface will be assessed at the rate of \$20.34 per foot.

SUSTAINABILITY:

Completing cape seal treatment on roads enhances the road surface and reduces the maintenance required.

DESIGN CONSIDERATIONS:

Sidewalk ramps that currently do not meet ADA standards will be removed and installed per the current ADA standards.

PUBLIC COMMUNICATIONS:

Notice for the Confirmation of Roll is to be distributed by the Clerk's Office. An informative resident meeting was held at City Hall on Tuesday, January 7, 2025. Property owners affected by the work will also be notified in advance through the use of door-hangers and the City's Constant Contact targeted e-blasts.

SUMMARY:

The Engineering Department recommends that the City Commission declare necessity and approve a Special Assessment District for the 2025 Cape Seal Program. Should the Commission approve the Special Assessment District, a public hearing for Confirmation of the Roll will be held at the City Commission meeting on January 27, 2025.

ATTACHMENTS:

- Maps of proposed 2025 Cape Seal Special Assessment District
- Spreadsheet with estimated costs of services
- Clerk's Confirmation of Public Hearing Notice

SUGGESTED COMMISSION ACTION:

WHEREAS, Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property and lots to be assessed, by first class mail, and by publication in a newspaper generally circulated in the City; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of resurfacing unimproved roads by method of pulverizing, cement stabilization, spray patching, and cape seal surface, and replacement of City sidewalk ramps; and

WHEREAS, The City has previously established a policy to defray the costs of Cape Seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefitting from this treatment; and

WHEREAS, The City Commission, after the public hearing, has determined that the 2025 Cape Seal Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Special Assessment District; and

WHEREAS, The Commission has approved the detailed plans and estimates of cost prepared by the City Engineer; and

WHEREAS, Proposed costs by change order have been received and the costs of the unimproved roads resurfacing has been determined; and

WHEREAS, The City Engineer has determined the boundaries of the road resurfacing and sidewalk ramp replacement located within the limits of the following streets shall be installed as part of the 2025 Cape Seal Program (Contract #5-25(P)):

Yorkshire Road - N. Eton to Coolidge Highway; and
Dorchester Road - St. Andrews to Coolidge Highway; and
Buckingham Avenue - N. Eton to Edenborough; and
Edenborough Road - Dorchester to Windermere; and
Yosemite Boulevard - Adams to Columbia; and
Yankee Avenue - Villa to Yosemite; and
Ann Street - Frank to the dead end; and
Northlawn - Southfield to Shipman; and

WHEREAS, The formula used in making the assessment is 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement, 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement, 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement, and 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement for resurfacing of the unimproved roads and replacement of sidewalk ramps to meet ADA compliance (calculated at the rate of \$42.35 per foot for properties on streets that will be pulverized, cement stabilization, and cape seal resurfaced, and \$20.34 per foot for properties on streets that will be spray patched and cape seal resurfaced).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the properties listed in the assessment roll is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a public hearing for Confirmation of the Roll on January 27, 2025 and give notice for same.

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
1936205040	280 Daines Street	\$539.95
1936205021	-	\$1,259.88
1936205026	442 S Old Woodward Avenue	\$3,043.15
1936205041	444 S Old Woodward Avenue	\$6,548.50
1936205005	645 Purdy Street	\$3,039.55
1936205008	-	\$1,439.86
1936205034	566 Ann Street	\$1,676.72
1936205015	393 E Frank Street	\$1,005.79
2030477001	2616 Dorchester Road	\$1,799.83
2030477002	2630 Dorchester Road	\$1,799.83
2030477003	2648 Dorchester Road	\$1,799.83
2030477004	2676 Dorchester Road	\$1,799.83
2030477005	2694 Dorchester Road	\$1,799.83
2030477006	2710 Dorchester Road	\$1,799.83
2030477007	2736 Dorchester Road	\$1,889.82
2030477008	2754 Dorchester Road	\$1,673.84
2030477009	2760 Dorchester Road	\$1,835.83
2030477010	2792 Dorchester Road	\$2,159.79
2030477011	2802 Dorchester Road	\$2,159.79
2030477012	2822 Dorchester Road	\$2,159.79
2030477013	2846 Dorchester Road	\$2,159.79
2030477014	2868 Dorchester Road	\$2,159.79
2030477015	2896 Dorchester Road	\$2,267.78
2030476018	2615 Dorchester Road	\$1,691.84
2030476019	2635 Dorchester Road	\$1,691.84
2030476020	2647 Dorchester Road	\$1,691.84
2030476021	2663 Dorchester Road	\$1,691.84
2030476022	2681 Dorchester Road	\$1,691.84
2030476023	2711 Dorchester Road	\$1,691.84
2030476024	2735 Dorchester Road	\$1,691.84
2030476025	2757 Dorchester Road	\$1,691.84
2030476026	2761 Dorchester Road	\$1,691.84
2030476027	2789 Dorchester Road	\$1,691.84

2030476028	2797 Dorchester Road	\$1,691.84
2030476029	2807 Dorchester Road	\$1,691.84
2030476030	2829 Dorchester Road	\$1,691.84
2030476031	2845 Dorchester Road	\$1,691.84
2030476032	2851 Dorchester Road	\$1,655.84
2030476033	2887 Dorchester Road	\$1,619.85
2030476034	2895 Dorchester Road	\$1,619.85
1936301007	1365 Southfield Road	\$952.85
1936301014	1360 Shipman Boulevard	\$1,376.34
1936305001	1407 Southfield Road	\$952.85
1936305005	1404 Shipman Boulevard	\$1,376.34
2031102013	1598 Yosemite Boulevard	\$1,566.91
2031102039	1583 Villa Road	\$1,408.10
2031127001	1610 Yosemite Boulevard	\$1,566.91
2031127012	1611 Villa Road	\$1,408.10
2030455001	2020 Yorkshire Road	\$2,699.74
2030455002	2046 Yorkshire Road	\$2,699.74
2030455003	2064 Yorkshire Road	\$2,699.74
2030455004	2092 Yorkshire Road	\$2,699.74
2030455005	2112 Yorkshire Road	\$2,699.74
2030455006	2140 Yorkshire Road	\$2,699.74
2030455007	2168 Yorkshire Road	\$2,699.74
2030455008	2192 Yorkshire Road	\$2,699.74
2030455009	2220 Yorkshire Road	\$2,699.74
2030455010	2252 Yorkshire Road	\$2,699.74
2030455011	2280 Yorkshire Road	\$2,699.74
2030456001	2324 Yorkshire Road	\$2,699.74
2030456002	2350 Yorkshire Road	\$2,699.74
2030456003	2380 Yorkshire Road	\$2,699.74
2030456004	2420 Yorkshire Road	\$2,699.74
2030456005	2440 Yorkshire Road	\$2,699.74
2030456006	2474 Yorkshire Road	\$2,699.74
2030456007	2488 Yorkshire Road	\$2,699.74
2030456008	2510 Yorkshire Road	\$2,699.74
2030456009	2540 Yorkshire Road	\$2,699.74
2030456010	2576 Yorkshire Road	\$2,699.74
2030456011	2588 Yorkshire Road	\$2,699.74
2030478001	2614 Yorkshire Road	\$2,699.74
2030478002	2650 Yorkshire Road	\$2,699.74
2030478003	2698 Yorkshire Road	\$2,699.74
2030478072	2730 Yorkshire Road	\$2,699.74
2030478073	2744 Yorkshire Road	\$2,699.74

2030478006	2756 Yorkshire Road	\$2,699.74
2030478037	2794 Yorkshire Road	\$2,699.74
2030478038	2810 Yorkshire Road	\$2,699.74
2030478039	2850 Yorkshire Road	\$2,699.74
2030478008	2866 Yorkshire Road	\$2,699.74
2030478009	2898 Yorkshire Road	\$2,591.75
2030453012	2029 Yorkshire Road	\$2,699.74
2030453013	2043 Yorkshire Road	\$2,699.74
2030453014	2057 Yorkshire Road	\$2,699.74
2030453015	2095 Yorkshire Road	\$2,699.74
2030453016	2113 Yorkshire Road	\$2,699.74
2030453017	2139 Yorkshire Road	\$2,699.74
2030453018	2165 Yorkshire Road	\$2,699.74
2030453019	2187 Yorkshire Road	\$2,699.74
2030453020	2219 Yorkshire Road	\$2,699.74
2030453021	2251 Yorkshire Road	\$2,699.74
2030453022	2279 Yorkshire Road	\$2,699.74
2030454012	2323 Yorkshire Road	\$2,699.74
2030454013	2351 Yorkshire Road	\$2,699.74
2030454014	2379 Yorkshire Road	\$2,699.74
2030454015	2419 Yorkshire Road	\$2,699.74
2030454016	2441 Yorkshire Road	\$2,699.74
2030454017	2467 Yorkshire Road	\$2,699.74
2030454018	2489 Yorkshire Road	\$2,699.74
2030454019	2521 Yorkshire Road	\$2,699.74
2030454020	2535 Yorkshire Road	\$2,699.74
2030454021	2565 Yorkshire Road	\$2,699.74
2030454022	2597 Yorkshire Road	\$2,699.74
2030477017	2613 Yorkshire Road	\$2,699.74
2030477018	2649 Yorkshire Road	\$2,699.74
2030477019	2695 Yorkshire Road	\$2,699.74
2030477020	2717 Yorkshire Road	\$2,699.74
2030477021	2739 Yorkshire Road	\$2,519.76
2030477022	2765 Yorkshire Road	\$2,879.73
2030477023	2795 Yorkshire Road	\$2,699.74
2030477024	2811 Yorkshire Road	\$2,699.74
2030477025	2833 Yorkshire Road	\$2,699.74
2030477026	2863 Yorkshire Road	\$2,699.74
2030477027	2897 Yorkshire Road	\$2,591.75
2031101036	1609 Yosemite Boulevard	\$3,059.71
2031101037	1635 Yosemite Boulevard	\$2,411.77
2031101038	1659 Yosemite Boulevard	\$2,411.77

2031101039	1671 Yosemite Boulevard	\$2,375.77
2031101040	1691 Yosemite Boulevard	\$2,231.79
2031101041	1721 Yosemite Boulevard	\$2,267.78
2031101042	1745 Yosemite Boulevard	\$2,267.78
2031101043	1765 Yosemite Boulevard	\$2,231.79
2031101044	1795 Yosemite Boulevard	\$2,213.79
2031127001	1610 Yosemite Boulevard	\$2,159.79
2031127002	1644 Yosemite Boulevard	\$2,699.74
2031127023	1660 Yosemite Boulevard	\$2,699.74
2031127024	1678 Yosemite Boulevard	\$2,699.74
2031127007	1714 Yosemite Boulevard	\$2,699.74
2031127026	-	\$1,799.83
2031127027	1756 Yosemite Boulevard	\$1,799.83
2031127010	1774 Yosemite Boulevard	\$1,799.83
2031127011	1792 Yosemite Boulevard	\$2,213.79

Street Spray Patching and Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
2030451001	2010 Buckingham Ave	\$922.34
2030451002	2032 Buckingham Ave	\$1,037.31
2030451003	2060 Buckingham Ave	\$1,037.31
2030451004	2080 Buckingham Ave	\$1,037.31
2030451005	2106 Buckingham Ave	\$1,037.31
2030451006	2120 Buckingham Ave	\$1,037.31
2030451007	2144 Buckingham Ave	\$1,037.31
2030451008	2152 Buckingham Ave	\$1,037.31
2030451009	2182 Buckingham Ave	\$1,037.31
2030451010	2220 Buckingham Ave	\$1,037.31
2030451011	2238 Buckingham Ave	\$1,037.31
2030451012	2250 Buckingham Ave	\$1,037.31
2030451013	2282 Buckingham Ave	\$1,613.89
2030406001	Pembroke Park	\$16,407.85
2030406002	2316 Windemere Road	\$545.81
2030406018	2305 Buckingham Avenue	\$727.34
2030452001	2306 Buckingham Avenue	\$759.17
2030452017	2317 Dorchester Road	\$759.17
2030451013	2282 Buckingham Avenue	\$759.17
2030451028	2291 Dorchester Road	\$759.17
2030406001	Pembroke Park	\$5,092.60
2031102001	1122 Yosemite Boulevard	\$1,728.85

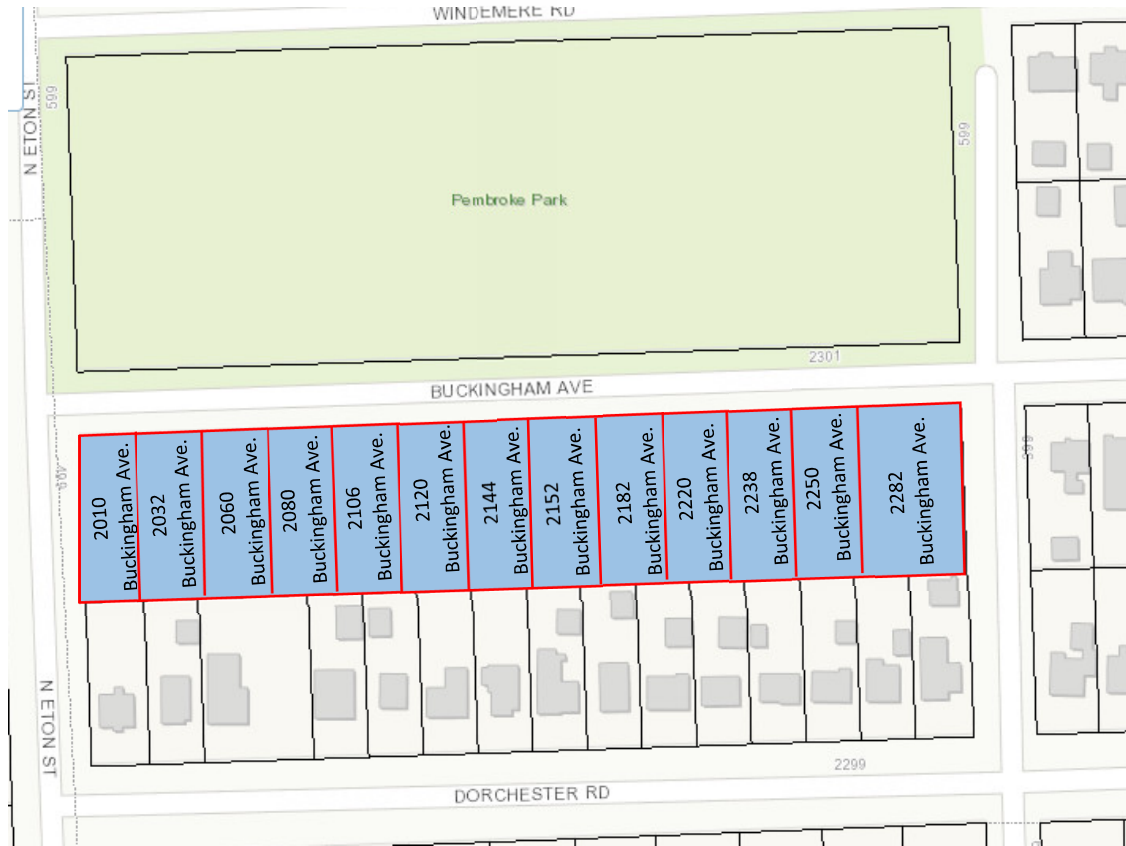
2031102002	1166 Yosemite Boulevard	\$1,728.85
2031102003	1224 Yosemite Boulevard	\$1,728.85
2031102004	1248 Yosemite Boulevard	\$1,728.85
2031102005	1260 Yosemite Boulevard	\$1,728.85
2031102006	1348 Yosemite Boulevard	\$1,728.85
2031102007	1366 Yosemite Boulevard	\$2,161.07
2031102008	1420 Yosemite Boulevard	\$2,161.07
2031102009	1446 Yosemite Boulevard	\$1,728.85
2031102010	1498 Yosemite Boulevard	\$1,728.85
2031102011	1524 Yosemite Boulevard	\$1,728.85
2031102012	1556 Yosemite Boulevard	\$1,728.85
2031102013	1598 Yosemite Boulevard	\$1,728.85
2031101023	1111 Yosemite Boulevard	\$1,728.85
2031101024	1171 Yosemite Boulevard	\$1,728.85
2031101025	1231 Yosemite Boulevard	\$1,728.85
2031101026	1253 Yosemite Boulevard	\$1,728.85
2031101027	1291 Yosemite Boulevard	\$1,728.85
2031101028	1333 Yosemite Boulevard	\$1,728.85
2031101029	1387 Yosemite Boulevard	\$2,161.07
2031101030	1419 Yosemite Boulevard	\$2,161.07
2031101031	1447 Yosemite Boulevard	\$1,728.85
2031101032	1493 Yosemite Boulevard	\$1,728.85
2031101033	1525 Yosemite Boulevard	\$1,728.85
2031101034	1551 Yosemite Boulevard	\$1,728.85
2031101035	1595 Yosemite Boulevard	\$2,161.07

CAPE SEAL PROJECT AREA

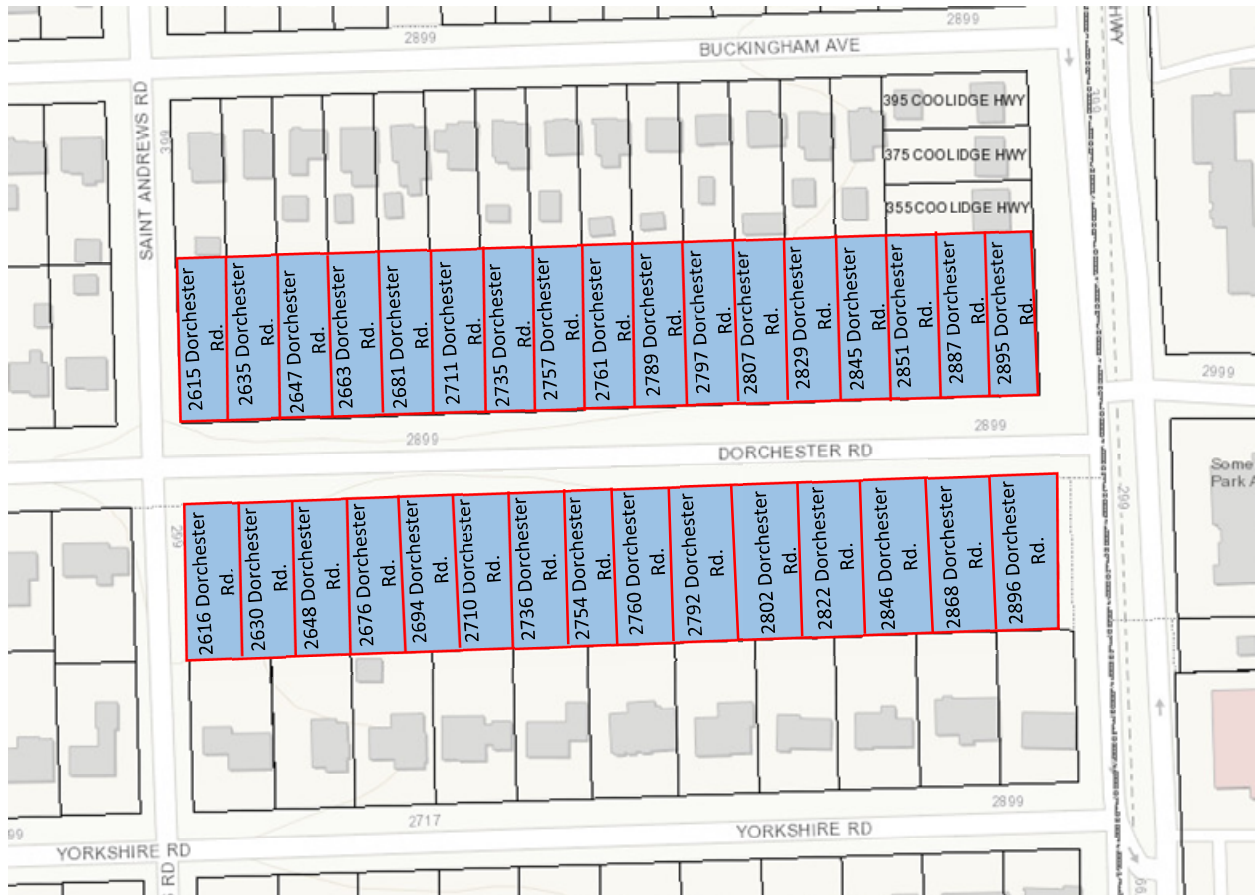
Ann Street:
East Frank Street to Dead End



Buckingham Avenue:
North Eton Street to Edenborough Road



Dorchester Road:
St. Andrews Road to Coolidge Highway



Edenborough Road:

Windemere Road to Dorchester Road



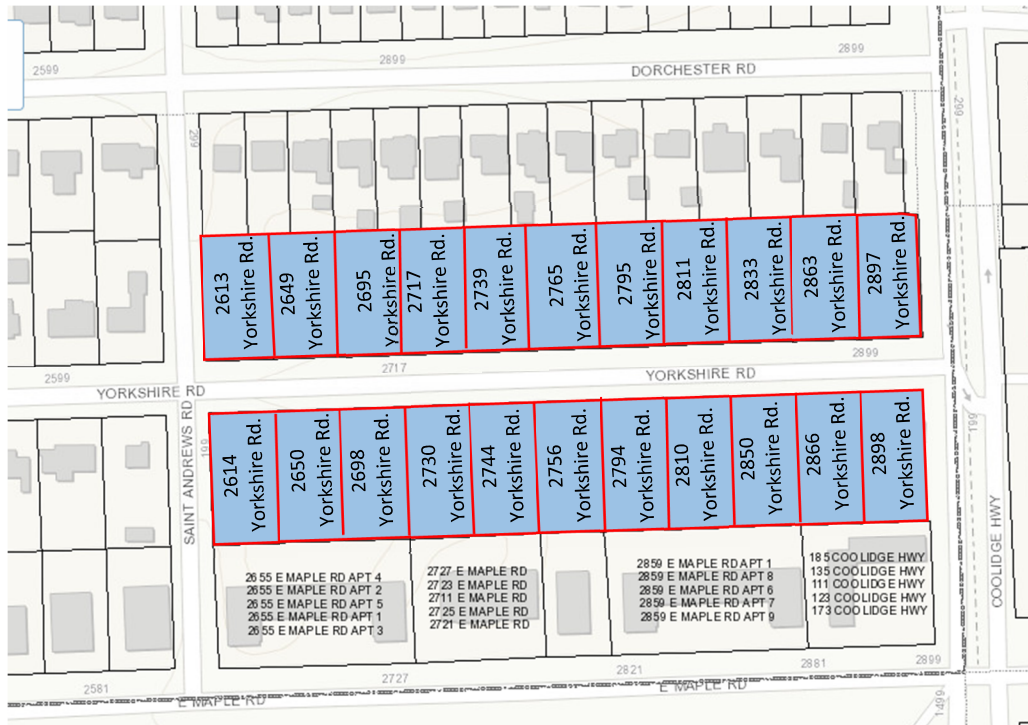
Northlawn Boulevard:
Shipman Boulevard to Southfield Road



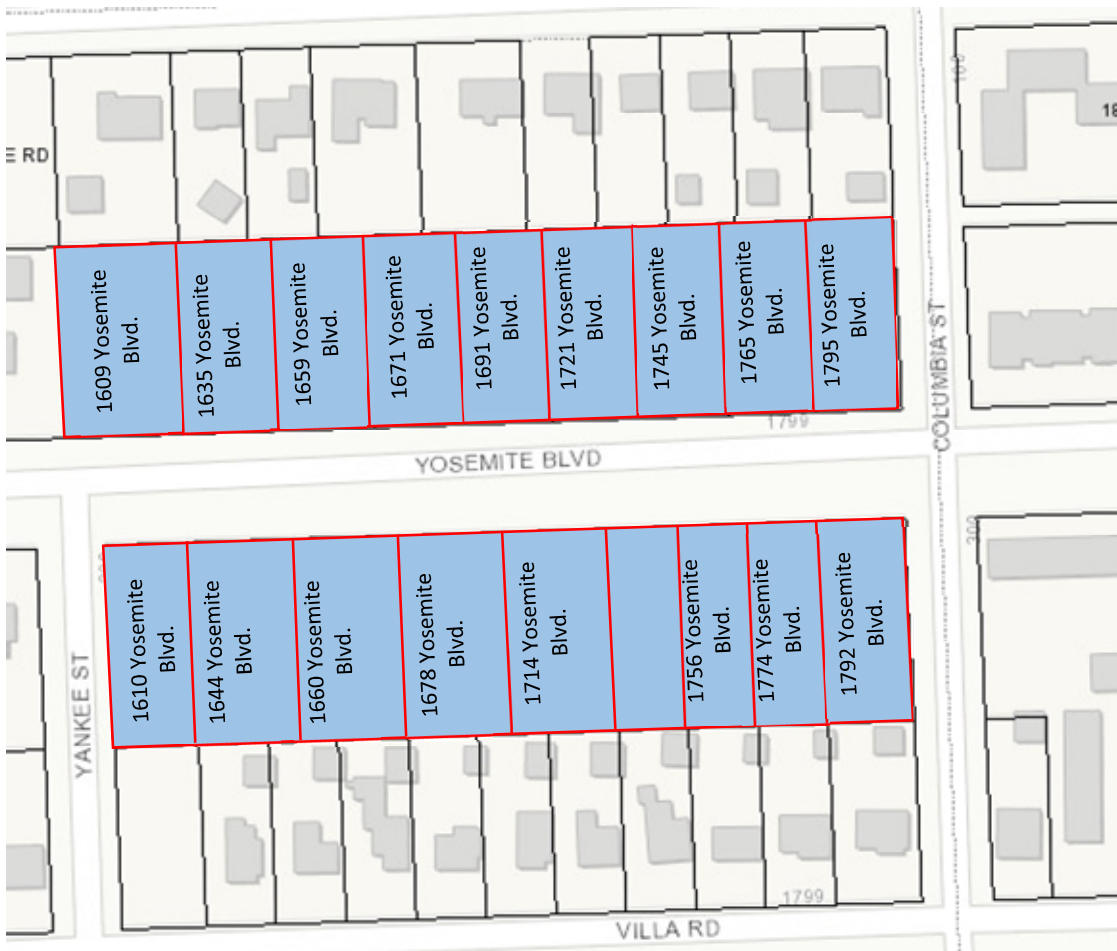
Yankee Avenue:
Yosemite Boulevard to Villa Road



Yorkshire Road: North Eton Street to Coolidge Highway



Yosemite Boulevard: South Adams Road to Columbia Street



		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Ann Street	East Frank Street to Dead End	1936205040	280 Daines Street	Yes	15.00		\$ 539.95
		1936205021	-	Yes	35.00		\$ 1,259.88
		1936205026	442 S Old Woodward Avenue	Yes	84.54		\$ 3,043.15
		1936205041	444 S Old Woodward Avenue	Yes	181.92		\$ 6,548.50
		1936205005	645 Purdy Street		84.44		\$ 3,039.55
		1936205008	-		40.00		\$ 1,439.86
		1936205034	566 Ann Street		46.58		\$ 1,676.72
		1936205015	393 E Frank Street			95.00	\$ 1,005.79
Buckingham Ave	North Eton Street to Edenborough Road	2030451001	2010 Buckingham Ave		53.35		\$ 922.34
		2030451002	2032 Buckingham Ave		60.00		\$ 1,037.31
		2030451003	2060 Buckingham Ave		60.00		\$ 1,037.31
		2030451004	2080 Buckingham Ave		60.00		\$ 1,037.31
		2030451005	2106 Buckingham Ave		60.00		\$ 1,037.31
		2030451006	2120 Buckingham Ave		60.00		\$ 1,037.31
		2030451007	2144 Buckingham Ave		60.00		\$ 1,037.31
		2030451008	2152 Buckingham Ave		60.00		\$ 1,037.31
		2030451009	2182 Buckingham Ave		60.00		\$ 1,037.31
		2030451010	2220 Buckingham Ave		60.00		\$ 1,037.31
		2030451011	2238 Buckingham Ave		60.00		\$ 1,037.31
		2030451012	2250 Buckingham Ave		60.00		\$ 1,037.31
		2030451013	2282 Buckingham Ave		93.35		\$ 1,613.89
		2030406001	Pembroke Park			806.70	\$ -
Dorchester Road	St. Andrews Road to Coolidge Highway	2030477001	2616 Dorchester Road		50.00		\$ 1,799.83
		2030477002	2630 Dorchester Road		50.00		\$ 1,799.83
		2030477003	2648 Dorchester Road		50.00		\$ 1,799.83
		2030477004	2676 Dorchester Road		50.00		\$ 1,799.83
		2030477005	2694 Dorchester Road		50.00		\$ 1,799.83
		2030477006	2710 Dorchester Road		50.00		\$ 1,799.83
		2030477007	2736 Dorchester Road		52.50		\$ 1,889.82
		2030477008	2754 Dorchester Road		46.50		\$ 1,673.84
		2030477009	2760 Dorchester Road		51.00		\$ 1,835.83
		2030477010	2792 Dorchester Road		60.00		\$ 2,159.79
		2030477011	2802 Dorchester Road		60.00		\$ 2,159.79
		2030477012	2822 Dorchester Road		60.00		\$ 2,159.79
		2030477013	2846 Dorchester Road		60.00		\$ 2,159.79
		2030477014	2868 Dorchester Road		60.00		\$ 2,159.79
		2030477015	2896 Dorchester Road		63.00		\$ 2,267.78
		2030476018	2615 Dorchester Road		47.00		\$ 1,691.84
		2030476019	2635 Dorchester Road		47.00		\$ 1,691.84
		2030476020	2647 Dorchester Road		47.00		\$ 1,691.84
		2030476021	2663 Dorchester Road		47.00		\$ 1,691.84
		2030476022	2681 Dorchester Road		47.00		\$ 1,691.84
		2030476023	2711 Dorchester Road		47.00		\$ 1,691.84
		2030476024	2735 Dorchester Road		47.00		\$ 1,691.84
		2030476025	2757 Dorchester Road		47.00		\$ 1,691.84
		2030476026	2761 Dorchester Road		47.00		\$ 1,691.84
		2030476027	2789 Dorchester Road		47.00		\$ 1,691.84
		2030476028	2797 Dorchester Road		47.00		\$ 1,691.84
		2030476029	2807 Dorchester Road		47.00		\$ 1,691.84
		2030476030	2829 Dorchester Road		47.00		\$ 1,691.84

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
		2030476031	2845 Dorchester Road		47.00		\$ 1,691.84
		2030476032	2851 Dorchester Road		46.00		\$ 1,655.84
		2030476033	2887 Dorchester Road		45.00		\$ 1,619.85
		2030476034	2895 Dorchester Road		45.00		\$ 1,619.85
Edenborough Road	Windemere Road to Dorchester Road	2030406002	2316 Windemere Road			107.34	\$ 545.81
		2030406018	2305 Buckingham Avenue			143.04	\$ 727.34
		2030452001	2306 Buckingham Avenue			149.30	\$ 759.17
		2030452017	2317 Dorchester Road			149.30	\$ 759.17
		2030451013	2282 Buckingham Avenue			149.30	\$ 759.17
		2030451028	2291 Dorchester Road			149.30	\$ 759.17
		2030406001	Pembroke Park		250.38		\$ -
Northlawn Boulevard	Shipman Boulevard to Southfield	1936301007	1365 Southfield Road			90.00	\$ 952.85
		1936301014	1360 Shipman Boulevard			130.00	\$ 1,376.34
		1936305001	1407 Southfield Road			90.00	\$ 952.85
		1936305005	1404 Shipman Boulevard			130.00	\$ 1,376.34
Yankee Street	Yosemite Boulevard to Villa Road	2031102013	1598 Yosemite Boulevard			148.00	\$ 1,566.91
		2031102039	1583 Villa Road			133.00	\$ 1,408.10
		2031127001	1610 Yosemite Boulevard			148.00	\$ 1,566.91
		2031127012	1611 Villa Road			133.00	\$ 1,408.10
id	idge Highway	2030455001	2020 Yorkshire Road		75.00		\$ 2,699.74
		2030455002	2046 Yorkshire Road		75.00		\$ 2,699.74
		2030455003	2064 Yorkshire Road		75.00		\$ 2,699.74
		2030455004	2092 Yorkshire Road		75.00		\$ 2,699.74
		2030455005	2112 Yorkshire Road		75.00		\$ 2,699.74
		2030455006	2140 Yorkshire Road		75.00		\$ 2,699.74
		2030455007	2168 Yorkshire Road		75.00		\$ 2,699.74
		2030455008	2192 Yorkshire Road		75.00		\$ 2,699.74
		2030455009	2220 Yorkshire Road		75.00		\$ 2,699.74
		2030455010	2252 Yorkshire Road		75.00		\$ 2,699.74
		2030455011	2280 Yorkshire Road		75.00		\$ 2,699.74
		2030456001	2324 Yorkshire Road		75.00		\$ 2,699.74
		2030456002	2350 Yorkshire Road		75.00		\$ 2,699.74
		2030456003	2380 Yorkshire Road		75.00		\$ 2,699.74
		2030456004	2420 Yorkshire Road		75.00		\$ 2,699.74
		2030456005	2440 Yorkshire Road		75.00		\$ 2,699.74
		2030456006	2474 Yorkshire Road		75.00		\$ 2,699.74
		2030456007	2488 Yorkshire Road		75.00		\$ 2,699.74
		2030456008	2510 Yorkshire Road		75.00		\$ 2,699.74
		2030456009	2540 Yorkshire Road		75.00		\$ 2,699.74
		2030456010	2576 Yorkshire Road		75.00		\$ 2,699.74
		2030456011	2588 Yorkshire Road		75.00		\$ 2,699.74
		2030478001	2614 Yorkshire Road		75.00		\$ 2,699.74
		2030478002	2650 Yorkshire Road		75.00		\$ 2,699.74
		2030478003	2698 Yorkshire Road		75.00		\$ 2,699.74
		2030478072	2730 Yorkshire Road		75.00		\$ 2,699.74
		2030478073	2744 Yorkshire Road		75.00		\$ 2,699.74
		2030478006	2756 Yorkshire Road		75.00		\$ 2,699.74
		2030478037	2794 Yorkshire Road		75.00		\$ 2,699.74
		2030478038	2810 Yorkshire Road		75.00		\$ 2,699.74
		2030478039	2850 Yorkshire Road		75.00		\$ 2,699.74

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Yorkshire Road	North Eton Street to Cool	2030478008	2866 Yorkshire Road		75.00		\$ 2,699.74
		2030478009	2898 Yorkshire Road		72.00		\$ 2,591.75
		2030453012	2029 Yorkshire Road		75.00		\$ 2,699.74
		2030453013	2043 Yorkshire Road		75.00		\$ 2,699.74
		2030453014	2057 Yorkshire Road		75.00		\$ 2,699.74
		2030453015	2095 Yorkshire Road		75.00		\$ 2,699.74
		2030453016	2113 Yorkshire Road		75.00		\$ 2,699.74
		2030453017	2139 Yorkshire Road		75.00		\$ 2,699.74
		2030453018	2165 Yorkshire Road		75.00		\$ 2,699.74
		2030453019	2187 Yorkshire Road		75.00		\$ 2,699.74
		2030453020	2219 Yorkshire Road		75.00		\$ 2,699.74
		2030453021	2251 Yorkshire Road		75.00		\$ 2,699.74
		2030453022	2279 Yorkshire Road		75.00		\$ 2,699.74
		2030454012	2323 Yorkshire Road		75.00		\$ 2,699.74
		2030454013	2351 Yorkshire Road		75.00		\$ 2,699.74
		2030454014	2379 Yorkshire Road		75.00		\$ 2,699.74
		2030454015	2419 Yorkshire Road		75.00		\$ 2,699.74
		2030454016	2441 Yorkshire Road		75.00		\$ 2,699.74
		2030454017	2467 Yorkshire Road		75.00		\$ 2,699.74
		2030454018	2489 Yorkshire Road		75.00		\$ 2,699.74
		2030454019	2521 Yorkshire Road		75.00		\$ 2,699.74
		2030454020	2535 Yorkshire Road		75.00		\$ 2,699.74
		2030454021	2565 Yorkshire Road		75.00		\$ 2,699.74
		2030454022	2597 Yorkshire Road		75.00		\$ 2,699.74
		2030477017	2613 Yorkshire Road		75.00		\$ 2,699.74
		2030477018	2649 Yorkshire Road		75.00		\$ 2,699.74
		2030477019	2695 Yorkshire Road		75.00		\$ 2,699.74
		2030477020	2717 Yorkshire Road		75.00		\$ 2,699.74
		2030477021	2739 Yorkshire Road		70.00		\$ 2,519.76
		2030477022	2765 Yorkshire Road		80.00		\$ 2,879.73
		2030477023	2795 Yorkshire Road		75.00		\$ 2,699.74
		2030477024	2811 Yorkshire Road		75.00		\$ 2,699.74
		2030477025	2833 Yorkshire Road		75.00		\$ 2,699.74
		2030477026	2863 Yorkshire Road		75.00		\$ 2,699.74
		2030477027	2897 Yorkshire Road		72.00		\$ 2,591.75
		2031102001	1122 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102002	1166 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102003	1224 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102004	1248 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102005	1260 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102006	1348 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102007	1366 Yosemite Boulevard		125.00		\$ 2,161.07
		2031102008	1420 Yosemite Boulevard		125.00		\$ 2,161.07
		2031102009	1446 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102010	1498 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102011	1524 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102012	1556 Yosemite Boulevard		100.00		\$ 1,728.85
		2031102013	1598 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101023	1111 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101024	1171 Yosemite Boulevard		100.00		\$ 1,728.85

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Yosemite Boulevard	South Adams Road to Columbia Street	2031101025	1231 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101026	1253 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101027	1291 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101028	1333 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101029	1387 Yosemite Boulevard		125.00		\$ 2,161.07
		2031101030	1419 Yosemite Boulevard		125.00		\$ 2,161.07
		2031101031	1447 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101032	1493 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101033	1525 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101034	1551 Yosemite Boulevard		100.00		\$ 1,728.85
		2031101035	1595 Yosemite Boulevard		125.00		\$ 2,161.07
		2031101036	1609 Yosemite Boulevard		85.00		\$ 3,059.71
		2031101037	1635 Yosemite Boulevard		67.00		\$ 2,411.77
		2031101038	1659 Yosemite Boulevard		67.00		\$ 2,411.77
		2031101039	1671 Yosemite Boulevard		66.00		\$ 2,375.77
		2031101040	1691 Yosemite Boulevard		62.00		\$ 2,231.79
		2031101041	1721 Yosemite Boulevard		63.00		\$ 2,267.78
		2031101042	1745 Yosemite Boulevard		63.00		\$ 2,267.78
		2031101043	1765 Yosemite Boulevard		62.00		\$ 2,231.79
		2031101044	1795 Yosemite Boulevard		61.50		\$ 2,213.79
		2031127001	1610 Yosemite Boulevard		60.00		\$ 2,159.79
		2031127002	1644 Yosemite Boulevard		75.00		\$ 2,699.74
		2031127023	1660 Yosemite Boulevard		75.00		\$ 2,699.74
		2031127024	1678 Yosemite Boulevard		75.00		\$ 2,699.74
		2031127007	1714 Yosemite Boulevard		75.00		\$ 2,699.74
		2031127026	-		50.00		\$ 1,799.83
		2031127027	1756 Yosemite Boulevard		50.00		\$ 1,799.83
		2031127010	1774 Yosemite Boulevard		50.00		\$ 1,799.83
		2031127011	1792 Yosemite Boulevard		61.50		\$ 2,213.79



MEMORANDUM

City Clerk's Office

DATE: January 16, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: Cape-Seal Maintenance Treatment Special Assessment District, Contract #5-25 (P): 2025 Cape-Seal Program

INTRODUCTION:

The public hearing notice process has been completed for the Cape-Seal Maintenance Treatment Special Assessment District, Contract #5-25 (P): 2025 Cape-Seal Program (SAD). Please see attachments for further confirmation.

PUBLIC COMMUNICATIONS:

Mailing Date: 12/18/2024

Test Mail Return Date: 12/20/2024

Publishing Dates in the Oakland Press: 12/29/2024 & 1/12/2025

Posted in www.bhamgov/publicnotices

ATTACHMENTS:

1. Public Hearing Notice
2. Addresses
3. Mailing Letter
4. Mail Machine Counter Report
5. Proof of Publishing

Parcel Identification Number	First Owner Name	Postal Address	POSTALCITY	POSTALSTAT	POSTALZIP5	PNUM	Postal City Postal State Postal Zip 5
1936205040	DAINES STREET ASSOCIATES	280 DAINES ST, SUITE 300	BIRMINGHAM	MI	48009	08-19-36-205-040	BIRMINGHAM, MI 48009
1936205021	DENNIS J WOLF	625 SOUTHFIELD RD	BIRMINGHAM	MI	48009	08-19-36-205-021	BIRMINGHAM, MI 48009
1936205026	DANIEL M SHARE	333 W FORT ST FL 12TH	DETROIT	MI	48226	08-19-36-205-026	DETROIT, MI 48226
1936205041	GALYN ASSOCIATES LTD	1435 N GLENGARRY RD	BLOOMFIELD HILLS	MI	48301	08-19-36-205-041	BLOOMFIELD HILLS, MI 48301
1936205005	ANDREW C ABBOTT	17181 BUCKINGHAM AVE	BEVERLY HILLS	MI	48025	08-19-36-205-005	BEVERLY HILLS, MI 48025
1936205008	GALYN ASSOCIATES LIMITED	1435 N GLENGARRY RD	BLOOMFIELD HILLS	MI	48301	08-19-36-205-008	BLOOMFIELD HILLS, MI 48301
1936205034	ANN STREET PROPERTY LLC	566 ANN ST	BIRMINGHAM	MI	48009	08-19-36-205-034	BIRMINGHAM, MI 48009
1936205015	ERIC WOLFE	393 E FRANK ST	BIRMINGHAM	MI	48009	08-19-36-205-015	BIRMINGHAM, MI 48009
2030451001	MARTHA A ROUSH-LOGUE	2010 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-001	BIRMINGHAM, MI 48009
2030451002	JAMES P FLYNN	2032 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-002	BIRMINGHAM, MI 48009
2030451003	ELIZABETH M KAUFMAN	2060 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-003	BIRMINGHAM, MI 48009
2030451004	JAMES R JEMISON	2080 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-004	BIRMINGHAM, MI 48009
2030451005	DAVID M MCELROY	2106 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-005	BIRMINGHAM, MI 48009
2030451006	DENNIS L BERRY	2120 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-006	BIRMINGHAM, MI 48009
2030451007	JANIS MIZELL STROUD	2144 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-007	BIRMINGHAM, MI 48009
2030451008	SUSANNE M DERY TRUST	2152 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-008	BIRMINGHAM, MI 48009
2030451009	TALL TIMBER TRAIL BLDG LLC	14970 TECHNOLOGY DR	SHELBY TOWNSHIP	MI	48315	08-20-30-451-009	SHELBY TOWNSHIP, MI 48315
2030451010	MARK ZEKAJ	2220 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-010	BIRMINGHAM, MI 48009
2030451011	KEITH G VOSBURGH	2238 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-011	BIRMINGHAM, MI 48009
2030451012	KAREN KADOURA	2250 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-012	BIRMINGHAM, MI 48009
2030451013	COLLEEN ANNE LAMB	2282 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-013	BIRMINGHAM, MI 48009
2030477001	GIAMBERTO SCACCIA	43753 GALWAY DR	NORTHVILLE	MI	48167	08-20-30-477-001	NORTHVILLE , MI 48167
2030477002	MAXINE ANN SHORT	2630 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-002	BIRMINGHAM, MI 48009
2030477003	BABI CONSTRUCTION INC	PO BOX 974	BIRMINGHAM	MI	48012	08-20-30-477-003	BIRMINGHAM, MI 48012
2030477004	LORRAINE GOLDEN	2676 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-004	BIRMINGHAM, MI 48009
2030477005	AB HOMES LLC	PO BOX 281	BIRMINGHAM	MI	48012	08-20-30-477-005	BIRMINGHAM, MI 48012
2030477006	FAYE A IGNASH	2710 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-006	BIRMINGHAM, MI 48009
2030477007	ROBERT PEIRCE	2736 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-007	BIRMINGHAM, MI 48009
2030477008	P'NINAH JULIEANN KANAI REVOC TRUST	2754 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-008	BIRMINGHAM, MI 48009
2030477009	MARCUS GOWDY	2760 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-009	BIRMINGHAM, MI 48009
2030477010	JON K NELSON	2792 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-010	BIRMINGHAM, MI 48009
2030477011	PETER J LUZENSKI	2802 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-011	BIRMINGHAM, MI 48009
2030477012	JOSEPH R LYONS	2822 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-012	BIRMINGHAM, MI 48009
2030477013	DONALD G FINKBEINER	2846 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-013	BIRMINGHAM, MI 48009
2030477014	SHEREE L KESLER	2868 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-477-014	BIRMINGHAM, MI 48009
2030477015	MOTEN REAL ESTATE HOLDINGS LLC	20308 BOARDWALK BLVD	SOUTHFIELD	MI	48075	08-20-30-477-015	SOUTHFIELD, MI 48075
2030476018	ANNE KOZAK	2615 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-018	BIRMINGHAM, MI 48009
2030476019	PAUL MARTIN	2635 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-019	BIRMINGHAM, MI 48009
2030476020	BABI CONSTRUCTION INC	PO BOX 974	BIRMINGHAM	MI	48012	08-20-30-476-020	BIRMINGHAM, MI 48012
2030476021	BABI CONSTRUCTION INC	PO BOX 974	BIRMINGHAM	MI	48012	08-20-30-476-021	BIRMINGHAM, MI 48012
2030476022	RYAN ANDERSON	2681 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-022	BIRMINGHAM, MI 48009
2030476023	ALBERTO TREVINO	2711 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-023	BIRMINGHAM, MI 48009
2030476024	CHATURA PRABHAKAR	2735 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-024	BIRMINGHAM, MI 48009
2030476025	DORIS ASHOUH	2757 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-025	BIRMINGHAM, MI 48009
2030476026	THOMAS M CAPPUSO	14970 TECHNOLOGY DR	SHELBY TOWNSHIP	MI	48315	08-20-30-476-026	SHELBY TOWNSHIP, MI 48315
2030476027	IGOR MOISEEV	2789 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-027	BIRMINGHAM, MI 48009

2030476028	CHRISTOPHER M NOEL	2797 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-028	BIRMINGHAM, MI 48009
2030476029	MICHAEL J GOFF	2807 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-029	BIRMINGHAM, MI 48009
2030476030	ALISA REGER	2829 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-030	BIRMINGHAM, MI 48009
2030476031	THOMAS CAPPUSO	2761 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-031	BIRMINGHAM, MI 48009
2030476032	MARIA JOSE MUNOZ-ARROQUI	2851 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-032	BIRMINGHAM, MI 48009
2030476033	WAYNE E AVIS	2887 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-033	BIRMINGHAM, MI 48009
2030476034	LISA ELIZABETH JABBORI	2895 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-476-034	BIRMINGHAM, MI 48009
2030406002	GREGORY K CRANDELL	2316 WINDEMERE RD	BIRMINGHAM	MI	48009	08-20-30-406-002	BIRMINGHAM, MI 48009
2030406018	JAMES E BICEGO	2305 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-406-018	BIRMINGHAM, MI 48009
2030452001	BABI CONSTRUCTION INC	PO BOX 974	BIRMINGHAM	MI	48012	08-20-30-452-001	BIRMINGHAM, MI 48012
2030452017	GREGG W DOTY FAMILY TRUST	2317 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-452-017	BIRMINGHAM, MI 48009
2030451013	COLLEEN ANNE LAMB	2282 BUCKINGHAM AVE	BIRMINGHAM	MI	48009	08-20-30-451-013	BIRMINGHAM, MI 48009
2030451028	BRYAN GRIDER	2291 DORCHESTER RD	BIRMINGHAM	MI	48009	08-20-30-451-028	BIRMINGHAM, MI 48009
2030406001	CITY OF BIRMINGHAM	PO BOX 3001	BIRMINGHAM	MI	48012	08-20-30-406-001	BIRMINGHAM, MI 48012
1936301007	ALFONSO PINEDA	1365 SOUTHFIELD RD	BIRMINGHAM	MI	48009	08-19-36-301-007	BIRMINGHAM, MI 48009
1936301014	MICHAEL PUTZ	1360 SHIPMAN BLVD	BIRMINGHAM	MI	48009	08-19-36-301-014	BIRMINGHAM, MI 48009
1936305001	JOHN GIOVANNI POLICICCHIO	1407 SOUTHFIELD RD	BIRMINGHAM	MI	48009	08-19-36-305-001	BIRMINGHAM, MI 48009
1936305005	FULL MOON 2017 LLC	1840 LYSTER CT	TROY	MI	48085	08-19-36-305-005	TROY, MI 48085
2031102013	CLINTON H BOND	PO BOX 2594	BIRMINGHAM	MI	48012	08-20-31-102-013	BIRMINGHAM, MI 48012
2031102039	LLL INVESTMENTS LLC	50744 ALDEN DR	MACOMB	MI	48044	08-20-31-102-039	MACOMB, MI 48044
2031127001	1610 YOSEMITE LLC	4476 W MAPLE RD	BLOOMFIELD HILLS	MI	48301	08-20-31-127-001	BLOOMFIELD HILLS, MI 48301
2031127012	MARCO CERVI	4323 ARTHUR DR UNIT 2	DELTA	BC, CANADA	V4K 2X1	08-20-31-127-012	DELTA, BC, CANADA V4K 2X1
2030455001	TAREK HASSOUN	2020 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-001	BIRMINGHAM, MI 48009
2030455002	SB CAPITAL ENTERPRISE	1388 OTTER DR	ROCHESTER HILLS	MI	48306	08-20-30-455-002	ROCHESTER HILLS, MI 48306
2030455003	ERIC Y HSU	2064 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-003	BIRMINGHAM, MI 48009
2030455004	CHRISTOPHER J KOLON	2092 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-004	BIRMINGHAM, MI 48009
2030455005	JOAN TANIS	2112 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-005	BIRMINGHAM, MI 48009
2030455006	ANTHONY VITALE	2168 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-006	BIRMINGHAM, MI 48009
2030455007	ANTHONY VITALE	2168 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-007	BIRMINGHAM, MI 48009
2030455008	ANGELA A GUENTHER	2192 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-008	BIRMINGHAM, MI 48009
2030455009	SANDRA L BATTIER	2220 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-009	BIRMINGHAM, MI 48009
2030455010	JOHN MARSH	1983 E LINCOLN ST	BIRMINGHAM	MI	48009	08-20-30-455-010	BIRMINGHAM, MI 48009
2030455011	REX HEWARD	2280 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-455-011	BIRMINGHAM, MI 48009
2030456001	LABIB GILLES DEBIANE	2324 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-001	BIRMINGHAM, MI 48009
2030456002	MICHAEL MINIACI	2350 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-002	BIRMINGHAM, MI 48009
2030456003	ANDRE KING	1291 TAUNTON RD	BIRMINGHAM	MI	48009	08-20-30-456-003	BIRMINGHAM, MI 48009
2030456004	ROBERT BECK II	2420 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-004	BIRMINGHAM, MI 48009
2030456005	BARBARA E ROHRBECK	2440 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-005	BIRMINGHAM, MI 48009
2030456006	CHRISTOPHER J CUETER	2474 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-006	BIRMINGHAM, MI 48009
2030456007	JOHN J LEAVY III	2488 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-007	BIRMINGHAM, MI 48009
2030456008	BRIAN TOCCO	3011 N BLAIR AVE	ROYAL OAK	MI	48073	08-20-30-456-008	ROYAL OAK, MI 48073
2030456009	JAMES R WRIGHT	PO BOX 397	BIRMINGHAM	MI	48012	08-20-30-456-009	BIRMINGHAM , MI 48012
2030456010	DANA C FRIEND	2576 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-010	BIRMINGHAM, MI 48009
2030456011	LISA MARIE GLIME REVOCABLE TRUST	2588 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-456-011	BIRMINGHAM, MI 48009
2030478001	SOHEIL SAMII	2614 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-001	BIRMINGHAM, MI 48009
2030478002	STEVEN E JACKSON JR	2650 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-002	BIRMINGHAM, MI 48009
2030478003	MAPLE YORKSHIRE LLC	5598 FRANKLIN RD	BLOOMFIELD HILLS	MI	48301	08-20-30-478-003	BLOOMFIELD HILLS, MI 48301

2030478072	LINDA TANG	2730 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-072	BIRMINGHAM, MI 48009
2030478073	NANAD STOYANOVICH	2744 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-073	BIRMINGHAM, MI 48009
2030478006	STEVEN E JACKSON	270 LOWELL CT	BLOOMFIELD HILLS	MI	48304	08-20-30-478-006	BLOOMFIELD HILLS, MI 48304
2030478037	ROBERT R TAMSEN	2794 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-037	BIRMINGHAM, MI 48009
2030478038	NEFISE BARDHA	2810 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-038	BIRMINGHAM, MI 48009
2030478039	ALISON LEWIS SETTLE	2850 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-039	BIRMINGHAM, MI 48009
2030478008	YORKSHIRE ROAD TRUST	2226 DERBY RD	BIRMINGHAM	MI	48009	08-20-30-478-008	BIRMINGHAM, MI 48009
2030478009	AMY ELIZABETH BRENT	2898 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-478-009	BIRMINGHAM, MI 48009
2030453012	MICHELLE BROWN PATEL	2029 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-012	BIRMINGHAM, MI 48009
2030453013	KRISHNA PUTCHAKAYALA	2043 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-013	BIRMINGHAM, MI 48009
2030453014	JEFFREY KLEIN	2057 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-014	BIRMINGHAM, MI 48009
2030453015	JEFFREY VANGORDER	2095 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-015	BIRMINGHAM, MI 48009
2030453016	JOSEPH R STACKHOUSE REVOC TRUST	2113 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-016	BIRMINGHAM, MI 48009
2030453017	MATTHEW HERBSTER	2139 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-017	BIRMINGHAM, MI 48009
2030453018	STEVEN PIETRANGELO	2165 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-018	BIRMINGHAM, MI 48009
2030453019	HAROLD MELOCHE	2187 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-019	BIRMINGHAM, MI 48009
2030453020	CATERINA DEFALCO	2219 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-020	BIRMINGHAM, MI 48009
2030453021	COLIN A WEARRING	2251 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-021	BIRMINGHAM, MI 48009
2030453022	R W NEILSON	2279 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-453-022	BIRMINGHAM, MI 48009
2030454012	NATHAN S WELCH	2323 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-012	BIRMINGHAM, MI 48009
2030454013	LEE FAMILY REVOCABLE	2351 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-013	BIRMINGHAM, MI 48009
2030454014	ERIC J VAN DAM	2379 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-014	BIRMINGHAM, MI 48009
2030454015	WALTER T SCHRIFT	2419 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-015	BIRMINGHAM, MI 48009
2030454016	GREGORY BLOOM	2441 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-016	BIRMINGHAM, MI 48009
2030454017	ROBERT W MCINTOSH	2467 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-017	BIRMINGHAM, MI 48009
2030454018	MARTIN G GEORGE	2489 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-018	BIRMINGHAM, MI 48009
2030454019	KENNETH S BARK	2521 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-019	BIRMINGHAM, MI 48009
2030454020	MICHAEL C GREEN	2535 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-020	BIRMINGHAM, MI 48009
2030454021	ARUN LAXMANAN	2565 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-021	BIRMINGHAM, MI 48009
2030454022	MOLLY F KROICKI	2597 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-454-022	BIRMINGHAM, MI 48009
2030477017	KAPARE PROPERTIES LLC	2432 INGLEHILL PT	BLOOMFIELD HILLS	MI	48304	08-20-30-477-017	BLOOMFIELD HILLS, MI 48304
2030477018	ELIAS J NAKHLEH	2649 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-018	BIRMINGHAM, MI 48009
2030477019	BLAKE A GROSKIND	2695 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-019	BIRMINGHAM, MI 48009
2030477020	JEANNETTE C COGSDILL	2717 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-020	BIRMINGHAM, MI 48009
2030477021	CHAN HUY NGUYEN	2739 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-021	BIRMINGHAM, MI 48009
2030477022	BORCE JOSIFOVSKI	2765 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-022	BIRMINGHAM, MI 48009
2030477023	HOWARD MARGOLIS	2795 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-023	BIRMINGHAM, MI 48009
2030477024	MARY BETH HURSLEY	2811 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-024	BIRMINGHAM, MI 48009
2030477025	2833 YORKSHIRE LLC	3896 BOULDER DR	TROY	MI	48084	08-20-30-477-025	TROY, MI 48084
2030477026	JOSE IGNACIO BONEL CERDAN	2863 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-20-30-477-026	BIRMINGHAM, MI 48009
2030477027	FRANKLIN QUARTON LLC	5598 FRANKLIN RD	BLOOMFIELD HILLS	MI	48301	08-20-30-477-027	BLOOMFIELD HILLS, MI 48301
2031102001	BRIAN J FARRAR	1122 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-001	BIRMINGHAM, MI 48009
2031102002	ALEXANDER G WRIGHT	1166 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-002	BIRMINGHAM, MI 48009
2031102003	DOROTHY B ASHETON	1224 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-003	BIRMINGHAM, MI 48009
2031102004	DANIEL D FURLANI	1248 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-004	BIRMINGHAM, MI 48009
2031102005	GEORGE BENKO	1260 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-005	BIRMINGHAM, MI 48009
2031102006	BARBARA B MURPHY	1348 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-006	BIRMINGHAM, MI 48009

2031102007	GEORGE F LEYDORF JR	1366 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-007	BIRMINGHAM, MI 48009
2031102008	ERIC C WOHLFIEL	PO BOX 788	BIRMINGHAM	MI	48009	08-20-31-102-008	BIRMINGHAM, MI 48009
2031102009	JAMES CUBERA	1446 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-009	BIRMINGHAM, MI 48009
2031102010	SCOTT FLECK	1498 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-010	BIRMINGHAM, MI 48009
2031102011	FREDERICK DOWNEY REVOC TRUST	1524 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-011	BIRMINGHAM, MI 48009
2031102012	SCOTT CLEIN	1556 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-102-012	BIRMINGHAM, MI 48009
2031127002	F JOHN WAGNER REVOC LVNG TRUST	1660 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-002	BIRMINGHAM, MI 48009
2031127023	F JOHN WAGNER TRUST	1660 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-023	BIRMINGHAM, MI 48009
2031127024	JONATHON M HOPKINS	1678 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-024	BIRMINGHAM, MI 48009
2031127007	ROSANNE BARTUSH RULE	1714 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-007	BIRMINGHAM, MI 48009
2031127026	ROSANNE BARTUSH RULE	1714 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-026	BIRMINGHAM, MI 48009
2031127027	SUSAN K FISH	1756 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-027	BIRMINGHAM, MI 48009
2031127010	ANDREW & KIMBERLY MARTIN	1774 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-010	BIRMINGHAM, MI 48009
2031127011	WILLIAM J STIEFEL IV	1792 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-127-011	BIRMINGHAM, MI 48009
2031101023	LOUIS W MONTGOMERY TRUST	1111 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-023	BIRMINGHAM, MI 48009
2031101024	JOHN H GARDNER	1171 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-024	BIRMINGHAM, MI 48009
2031101025	FRANK J MATSON	1231 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-025	BIRMINGHAM, MI 48009
2031101026	CHRISTOPHER J LONGE	1253 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-026	BIRMINGHAM, MI 48009
2031101027	TONS FAMILY PROTECTION TRUST	1291 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-027	BIRMINGHAM, MI 48009
2031101028	SCOTT E LEPAGE	1333 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-028	BIRMINGHAM, MI 48009
2031101029	AUDRIANNA PERRY	1387 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-029	BIRMINGHAM, MI 48009
2031101030	PAUL N LEHTO	1419 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-030	BIRMINGHAM, MI 48009
2031101031	JEANNE STEVENSON	1447 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-031	BIRMINGHAM, MI 48009
2031101032	KEVIN J BODIE	1493 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-032	BIRMINGHAM, MI 48009
2031101033	JULIE R BOOTH	1525 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-033	BIRMINGHAM, MI 48009
2031101034	SHARON E STEELMAN TRUST	1551 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-034	BIRMINGHAM, MI 48009
2031101035	WILLIAM SEMAAN	1595 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-035	BIRMINGHAM, MI 48009
2031101036	CHARLES KNOLL	1609 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-036	BIRMINGHAM, MI 48009
2031101037	PAUL HURSLEY REVOC TRUST	1635 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-037	BIRMINGHAM, MI 48009
2031101038	LAWRENCE T RYAN	1127 DERBY RD APT 5	BIRMINGHAM	MI	48009	08-20-31-101-038	BIRMINGHAM, MI 48009
2031101039	JOHN WAGNER	1660 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-039	BIRMINGHAM, MI 48009
2031101040	TEOFILO M FULLER	1691 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-040	BIRMINGHAM, MI 48009
2031101041	CAROLE H WHITE	1721 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-041	BIRMINGHAM, MI 48009
2031101042	ALICIDAL DECLAIRE	3254 BAY SHORE	ORCHARD LAKE	MI	48324	08-20-31-101-042	ORCHARD LAKE, MI 48324
2031101043	EMILY HARRINGTON	1765 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-043	BIRMINGHAM, MI 48009
2031101044	MARGARET A A SUTER TRUST	1795 YOSEMITE BLVD	BIRMINGHAM	MI	48009	08-20-31-101-044	BIRMINGHAM, MI 48009
	City Birmingham Clerks Office	151 Martin Street	Birmingham	MI	48009		



Tuesday, December 17, 2024

City Birmingham Clerks Office
151 Martin Street
Birmingham , MI 48009

RE: 2025 Cape-Seal Program
Cape-Seal Maintenance Treatment Special Assessment District

The City regularly reviews the City's unimproved roadways and coordinates routine cape seal treatment. Your street has been identified to be included in the 2025 Cape-Seal Program. Attached is a location map of the project areas. Construction on this project is anticipated to start in Spring 2025.

With this letter, you are receiving a notification for two public hearings regarding this project:

- The Public Hearing of Necessity to form a Special Assessment District for cape-seal maintenance treatment on unimproved road surfaces within the project area meeting the requirements as part of the 2025 Cape-Seal Program is **Monday, January 13, 2025**, at the regularly scheduled City Commission meeting at 7:30 p.m. in City Hall at 151 Martin St.
- If necessity is determined at the January 13th hearing, a Public Hearing of Confirmation to confirm the Special Assessment District will follow on **Monday, January 27, 2025**, at the regularly scheduled City Commission meeting at 7:30 p.m. in City Hall at 151 Martin St.

Work items typically included in these projects include the following:

- Pulverizing existing road surface and re-grading as necessary, and/or spot patching deteriorated areas.
- Applying the cape-seal treatment over the entire road surface that is a double layer of chip seal and a slurry coat.
- Reconstructing sidewalk ramps in the project area to meet ADA requirements, where needed.

Consistent with previous projects of this nature, it has been the City's policy to assess the following:

- 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement.

The City pays for the balance of the costs, 15% and 75% front footage and side footage respectively.

The cost per property will be assessed based on an average cost associated with the proposed work on each street in the cape-seal program, multiplied by the linear foot measurement of the property line fronting the street, and/or the side property line for corner lots, and then reduced by multiplying again by 85% for the front footage measurement, and/or 25% or 85% for the side footage measurement.

Upon completion of the project, the City will bill each property for the full amount of the assessment. Payment will be due within 30 days of receipt. If you are not in a position to pay off the charge in one payment, it can be broken into as many as 5 annual payments. An annual interest charge on the remaining balance, interest rate to be determined will apply. The City plans to provide an estimate of costs associated with this SAD at the Hearing of Necessity to be held on January 13, 2025.

Resident Meeting:

Please join the Engineering Department to discuss the upcoming project at a resident meeting on **Tuesday, January 7, 2025, from 5:30 – 7:00p.m.** at City Hall, 151 Martin Street, in the City Commission Room. This meeting will include a presentation of the scope of work that will be performed, assessment cost, and answer any questions.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You have the opportunity to speak directly to the City Commission at the Public Hearing of Necessity that will be held on January 13, 2025.

Sincerely,



Melissa A. Coatta, P.E.
City Engineer

Funds Report	Available:	\$5,290.98	PBP Account Number:	35884980
	Used:	\$68,495.02	Indicia Number:	0008029208
	Total Pieces:	91997	Meter Number:	8029208
	Control Sum:	\$73,786.00	Meter Name:	
	Resettable Piece Count:	177	Printed:	DEC 18 2024 2:23 PM
	Piece Count Value:	\$122.13		

Clerk's Office



BIRMINGHAM

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Birmingham, Michigan 48012-3001

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Tuesday, December 17, 2024

City Birmingham Clerks Office
151 Martin Street
Birmingham, MI 48009

ATTN: Mya B.

48009-336651



HOME & HEARTH

Find out where your firewood comes from to prevent the spread of invasive pests

By Jessica Damiano
The Associated Press

Crackling fires have long been a gathering place where idyllic chestnuts are roasted, stories shared and souls warmed, whether around a hearth or at a campsite. Some folks cut their own wood and let it season, but most buy their wood without much thought about where it came from.

As it happens, where our firewood comes from matters a lot.

The U.S. National Parks Service recommends getting firewood within 10 (and never more than 50) miles of

its destination. Transporting it longer distances — from your home to a campsite or from a farm to your home, for instance — significantly increases the chances of introducing invasive pests into the local ecosystem. And those pests can inflict devastating damage on local forests.

In my suburban New York region, for instance, pests like the Asian long-horned beetle, emerald ash borer, spotted lanternfly and the oak wilt fungal disease are major concerns. Moving untreated firewood from my town to yours could make our problem your problem.

To help prevent this, many states have passed laws against moving untreated wood more than 50 miles from where it was cut or across state lines, unless the package bears a state or federal stamp or seal certifying that it's been heat-treated to kill pests.

Even seasoned wood can harbor pests, which often hide in layers beneath the bark, where they're hard to spot. While these pests can't travel far on their own, giving them a lift on firewood can enable them to start a new infestation in a faraway place.

This isn't speculation.

Past invaders have already decimated native species like the American chestnut, hemlock and American elm.

What's more, buying local firewood can help protect your garden, too — and your wallet. Infested or diseased trees can have a negative effect on property values. They're also costly to remove. Plus, no one wants to see the landscape they've worked so hard to create fall victim to hitchhiking pests.

The Don't Move Firewood campaign, an outreach partnership managed by The Nature Conservancy, aims to protect North American trees and forests from in-

vasive insects and diseases that can travel with firewood. You can do your part simply by making informed choices.

Tips from the Don't Move Firewood campaign to help keep trees safe:

- Get firewood close to home. The best rule of thumb is to buy it within the same county, or no more than 50 miles from where you'll be burning it. Consult the campaign's Firewood Map for your state's regulations.

- Don't be fooled by "clean" firewood. Just because it looks healthy doesn't mean it's pest-free. Tiny eggs

or fungal spores may be hidden within the wood, ready to start a deadly infestation when they're transported to a new location. Don't bring your backyard firewood with you, even if it looks OK.

- Aged or seasoned wood isn't safe. Even if it's been sitting around for a while, moving it is still risky.

- If you've moved firewood, burn it soon. If you've already transported firewood, dispose of it safely by burning it completely and thoroughly. Clean up the area afterward, then burn the debris. Going forward, purchase only from local suppliers.

Scams

FROM PAGE 1

owner sends. Perfect! You put a deposit down with your credit card.

Then you show up and knock on the door for the keys, and instead of the agent or owner, it's the surprised and legitimate occupant.

Fake vacation rental listings are all too real. "This is easy for the scammers to do," says Hamerstone. "They take a real estate listing that has a photo, then copy it to create a fake rental listing. We get many stories of people showing up at a house, and the people who live there are shocked when they open the door."

The scammers will take the money you put down as a deposit but typically make additional charges. To further ruin your vacation, there may not be a hotel or vacation rental available by that point.

Robocalls impersonating travel companies

Another way scammers get you to give up your information is by making robocalls that impersonate airlines, hotels and travel services. They often use auto dialer software to alert you about a flight delay or to provide updated information about your arrangements. Out of the millions of people they contact, at least some will have a trip planned on that airline.

If you press the number to speak with a representative, you will likely end up giving your travel plans to a stranger.

All too often, says Hamerstone, you'll eventually be presented with an offer to upgrade to Business or First Class for a small fee. Because they don't have your credit card on file, you'll be asked to read it to them over the phone. Once the crook has that information, they can go shopping. You may not find out until you've returned from your trip or when you're out having a great time but suddenly find you can't make a purchase with your card because it's been maxed out.

Unreal travel insurance

With all the flight delays and travel hiccups that can occur, you may want to consider a travel insurance policy. Among other features, it can provide you with protection against lost or stolen luggage, pay for a hotel room and offer a stipend for food, should you need it.

Beware, though; if you search for travel insurance online, you may find a familiar insurance company that is nothing more than a duplicate site. It will enable you to make the purchase, but you'll never get the protection because the policy doesn't exist.

What's genius about this scam is that many people do not end up using their travel insurance policies. The \$50 or so you spend may give you peace of mind even if you don't use it, so you'll never know it was fake. When you do need it and think you're covered, though, you'll probably be very upset.

The good news is that many credit cards have embedded travel insurance, so you don't need to pay extra for a policy. To ensure your travel insurance is legit, consider purchasing

from a well-known organization or broker and look to see if the agent is licensed. If you're ever in doubt, ask questions before purchasing anything.

Act fast if you fall prey to a travel scam

"If any of these things happen to you, you're the victim of a crime," says Hamerstone. "Don't be embarrassed. Scammers are really good at what they do. It's their full-time job, and they know what

words to use. They exploit a sense of urgency, and they're so convincing."

In addition to letting the real company know that scammers are impersonating them (Hamerstone suggests contacting a company through social media for the fastest response), report the incident to the Federal Trade Commission.

If the scammer made unauthorized transactions with your credit card, call your credit card company immediately and report

the fraud.

Also, contact one of the three major credit bureaus — TransUnion, Experian or Equifax — and add a fraud alert to your file (the bureau you contact will notify the others). The alert will act as a red flag to potential lenders and creditors. You can also freeze your credit so that no one can request a credit limit increase or open a new credit product in your name.

The bottom line

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Road	2031102005	1260 Yosemite Boulevard	2030476033	2887 Dorchester Road	2031102006	1348 Yosemite Boulevard	2030476034	2895 Dorchester Road	2031102007	1366 Yosemite Boulevard	2030406002	2316 Windemere Road	2031102008	1420 Yosemite Boulevard	2030406018	2305 Buckingham Avenue	2031102009	1446 Yosemite Boulevard	2030452001	2306 Buckingham Avenue	2031102010	1498 Yosemite Boulevard	2030452017	2317 Dorchester Road	2031102011	1524 Yosemite Boulevard	2030451013	2282 Buckingham Avenue	2031102012	1556 Yosemite Boulevard	2030451028	2291 Dorchester Road	2031127002	1644 Yosemite Boulevard	2030406001	Pembroke Park	2031127023	1660 Yosemite Boulevard	1936301007	1365 Southfield Road	2031127024	1678 Yosemite Boulevard	1936301014	1360 Shipman Boulevard	2031127007	1714 Yosemite Boulevard	1936305001	1407 Southfield Road	2031127026	-	1936305005	1404 Shipman Boulevard	2031127027	1756 Yosemite Boulevard	2031102013	1598 Yosemite Boulevard	2031127010	1774 Yosemite Boulevard	2031102039	1583 Villa 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Nature of Improvement:	Unimproved road surfaces will be restored with a new cape-seal treatment as part of the unimproved street maintenance program.																																																																																																																																																																																																																																																																																																																																																																		
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248) 530-1839																																																																																																																																																																																																																																																																																																																																																																		
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 12/29/2024 & 1/12/2025																																																																																																																																																																																																																																																																																																																																																																		
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas																																																																																																																																																																																																																																																																																																																																																																		
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655 079 760																																																																																																																																																																																																																																																																																																																																																																			
You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012. The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll. All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.																																																																																																																																																																																																																																																																																																																																																																			
Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.																																																																																																																																																																																																																																																																																																																																																																			

It's always a good idea to use a travel credit card for your vacation, both for the rewards and the consumer protection.

Do not respond to messages that come to you from a company, whether they are phone calls, texts or emails. Type the actual website address for

the company you are doing business with and either use the chat function or call their customer service line directly.

And if you're really uneasy, turn to a professional. A certified travel adviser will organize your vacation and safely make travel arrangements for you.

CHARTER TOWNSHIP OF BLOOMFIELD ZONING BOARD OF APPEALS Tuesday, January 14, 2025 at 7:00 P.M. Bloomfield Township Hall

The following appeals will be heard:

1. The owner of the property is seeking approval for a Permission Request and Dimensional Variance Requests at 3327 Dogwood Ct. for a 6 ft. high dog enclosure fence located in the side and rear yards and encroaching into the required 16 ft. side yard setbacks and into the 25 ft. rear yard setback.
2. The owner of the property is seeking approval for Permission Requests and Dimensional Variance Requests at 1781 Golf Ridge Dr. for two existing pergolas located in the rear yard and encroaching into the required 16 ft. rear yard setback and an existing ground mounted mechanical equipment, a pond filter, located in the rear yard and not immediately adjacent to the residential building, and encroaching into the required 10 ft. side yard setback.
3. The owner of the property is seeking approval for a Dimensional Variance Request at 4390 Oak Grove Dr. for ground mounted mechanical equipment, a generator, located in the westerly side yard, encroaching into the required 10 ft. minimum side setback.
4. The owner of the property is seeking approval for Dimensional Variance Requests at 335 Hamilton Rd. for a second story home addition, expanding an existing non-conforming structure, and encroaching 3 ft. into the required 16 ft. northerly side yard setback, 10 ft. into the required 40 ft. front yard setback to match the existing home footprint.
5. The owner of the property is seeking approval for Dimensional Variance Requests at 675 Yarmouth Rd., for home additions and expanding an existing non-conforming structure, and a front porch encroaching 2 ft. into the required 40 ft. front yard setback.
6. The owner of the property is seeking approval for Dimensional Variance Requests at 3325 Burning Bush Rd. for a home addition and expanding an existing non-conforming structure, including a front porch encroaching 6 ft. into the required 40 ft. Burning Bush Rd. front setback and a home addition encroaching 10 ft. into the required 40 ft. Ardmoor Dr. front yard setback.
7. The owner of the property is seeking approval for a Dimensional Variance Request at 4920 Dryden Lane for a existing mechanical unit, a mini-split AC unit, located adjacent to an existing pool house and not immediately adjacent to the residential building.
8. The owner of the property is seeking approval for a Dimensional Variance Request at 1948 Sherwood Glen for an existing mechanical equipment unit, a generator, located in the front yard.
9. The owner of the property is seeking approval for a Permission Request at 3497 Bennington Ct. for a seasonal accessory structure, an ice rink, located in the rear yard and setback and least 16 ft. from all lot lines.
10. The owner of the property is seeking approval for a Dimensional Variance Request at 5605 Kenmoor Rd., for existing and proposed encroachments into the required 25 ft. natural features setback.
11. The owner of the property is seeking approval for a Dimensional Variance Request at 3721 Shallow Brook Dr. for ground mounted mechanical unit, pool equipment, not immediately adjacent to the residential building.
12. The owner of the property is seeking approval for a Dimensional Variance Request at 3730 Shallow Brook Dr. to relocate an existing ground mounted mechanical unit, pool equipment, not immediately adjacent to the residential building.
13. The owner of the property is seeking approval for a Dimensional Variance Request at 1236 Desiax Ave., for a deck encroaching 10 ft. into the required 16 ft. side yard setback.
14. The owner of the property is seeking approval for a Permission Request and a Dimensional Variance Request at 7220 Camden Ct., for a hot tub to be located on a previously approved deck encroaching 7 ft. into the required 35 ft. rear yard setback.
15. The owner of the property is seeking approval for Permission Requests and Dimensional Variance Requests at 4805 Charing Cross for a pool house located in the rear yard and setback at least 16 ft. from all lot lines and exceeding 14 ft. in height, and gates and piers located in the front yard near the driveway entrance.
16. The owner of the property is seeking approval for a Dimensional Variance Request at 960 Dedham Ct. for retaining walls located in the rear yard with a horizontal separation less than 8 ft. and a combined height of 4 ft. and exceeding 2 ft. at the lot line.
17. The owner of the property is seeking approval for a Permission Request and a Dimensional Variance Request at 3959 Shellmarr Ln., for additional accessory space, including a garage and interior sports court, exceeding 50 percent of the ground floor area of the house.
18. The owner of the property is seeking approval for Permission Requests and Dimensional Variance Requests at 1580 Oxford Rd. for two (2) 5 ft. high illuminated piers, and wing walls located in the front yard.
19. The owner of the property is seeking approval for Permission Requests and Dimensional Variance Requests at 4612 W. Maple Rd. for two (2) 4 ft. high illuminated piers, located in the front yard.
20. The owner of the property is seeking approval for Dimensional Variance Requests at 6785 Telegraph Rd. for secondary signage for Italadesign, and for a wall sign exceeding 10 sf. in the O-1 office district and multiple signage.
21. The owner of the property is seeking approval for a Dimensional Variance Request at 6614 Telegraph Rd. for a new occupant in the Bloomfield Plaza shopping center, Health Quest Physical Therapy, for (2) two wall signs and exceeding the permitted size in the B-2 zoning district.

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
Written comment received after the packet has been posted will be provided to Board members for review prior to the meeting. To view the Zoning Board of Appeals packet posted on Documents on Demand by the end of business Thursday, January 8th, you can use the QR code to the right.



SCAN ME

To view the meeting live, go to Comcast Channel 15 or AT&T Channel 99 or via the internet: BloomfieldTwp.MI-PublicMeetings



2025 Cape Seal Program

Hearing of Necessity for Cape Seal Special
Assessment District (SAD)

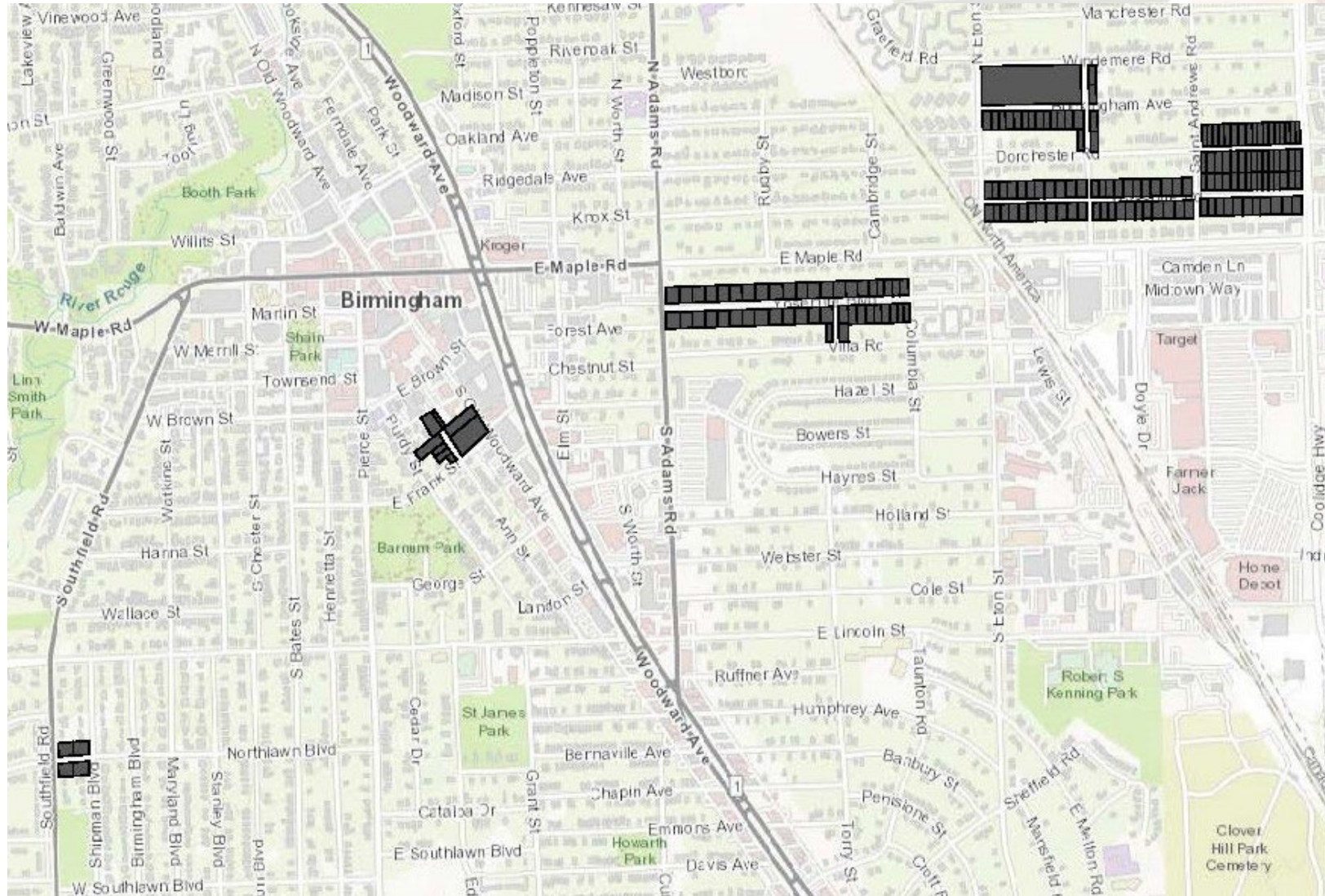


2025 Cape Seal Program

➤ Overview

- Cape seal existing unimproved streets located mostly in the northeast corner of the City:
 - Yorkshire Road - N. Eton to Coolidge Highway
 - Dorchester Road - St. Andrews to Coolidge Highway
 - Buckingham Avenue - N. Eton to Edenborough
 - Edenborough Road - Dorchester to Windermere
 - Yosemite Boulevard - Adams to Columbia
 - Yankee Avenue - Villa to Yosemite
 - Ann Street - Frank to the dead end
 - Northlawn - Southfield to Shipman
- Creating a Special Assessment District (SAD) for Cape Seal will defray the costs incurred by the City for construction of these improvements.

Cape Seal Special Assessment District



Cape Seal Special Assessment District

➤ History

Previous Cape Seal Treatment:

Street Name	Limits	Previous Year Cape Sealed
Northlawn	Southfield to Shipman	2010
Ann	Frank to Dead End	2010
Yosemite	Adams to Columbia	2014
Yankee	Villa to Yosemite	2008
Yorkshire	N. Eton to Coolidge	2013
Dorchester	Saint Andrews to Coolidge	2013
Buckingham	N Eton to Edenborough	2010
Edenborough	Dorchester to Windemere	2013

Cape Seal Special Assessment

➤ City Policy

- Maintenance on Unimproved Roads
 - First Special Assessment District for “dustproofing” started in 1948
 - 85% of short-foot costs for all property fronting the improvement;
 - 25% of long-foot costs for all residential property siding the improvement;
 - 85% of long-foot costs for all improved business property siding the improvement and;
 - 25% of long-foot costs for all unimproved business property siding the improvement.

2025 Cape Seal Program Special Assessment District

➤ Project Costs

- Overall Estimated Project Costs: \$504,564.95
- Total Footage Along Project: 14,739.84 feet
- Assessable Footage Along Project: 10,463.60 feet

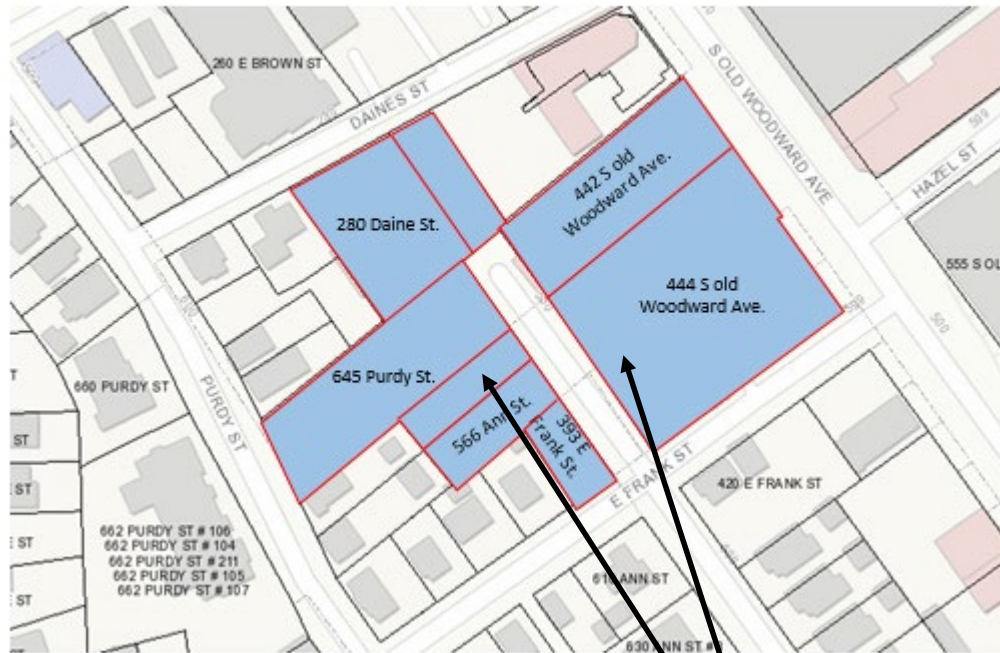
2025 Cape Seal Program Special Assessment District

➤ Project Costs – Two Types of Construction

- Method One: Spot patch, double chip and slurry.
 - Cost: \$110,572.67
 - Length: 5,436.36 feet
 - Cost per foot: \$23.47
 - Edenborough: Windemere to Dorchester
 - Buckingham: North Eton to Edenborough
 - Yosemite: South Adams to Yankee
- Method Two: Pulverize, double chip and slurry.
 - Cost: \$393,992.28
 - Length: 9,303.48 feet
 - Cost per foot: \$42.35
 - Ann: East Frank to North Dead End
 - Dorchester: St. Andrews to Coolidge
 - Northlawn: Shipman to Southfield
 - Yankee: Yosemite to Villa
 - Yorkshire: North Eton to Coolidge
 - Yosemite: Yankee to Columbia

2025 Cape Seal Program Special Assessment District

Ann Street:
East Frank Street to Dead End



Buckingham Avenue:
North Eton Street to Edenborough Road



Properties included in
proposed Cape Seal
Treatment Special
Assessment District

2025 Cape Seal Program Special Assessment District

Dorchester Road:
St. Andrews Road to Coolidge Highway



Edenborough Road:

Windemere Road to Dorchester Road



Properties included in
proposed Cape Seal
Treatment Special
8A Assessment District

2025 Cape Seal Program Special Assessment District

Northlawn Boulevard:
Shipman Boulevard to Southfield Road

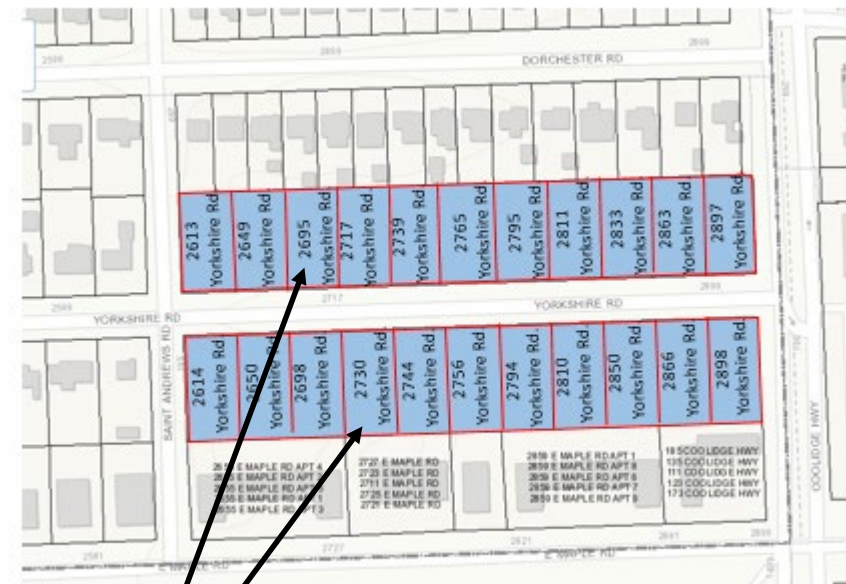


Yankee Avenue:
Yosemite Boulevard to Villa Road



Properties included in
proposed Cape Seal
Treatment Special
Assessment District

8A



Properties included in
proposed Cape Seal
Treatment Special
Assessment District

2025 Cape Seal Program Special Assessment District

Yosemite Boulevard: South Adams Road to Columbia Street



Properties included in
proposed Cape Seal
Treatment Special
Assessment District

2025 Cape Seal Program



Existing Conditions – Ann Street

2025 Cape Seal Program



Existing Conditions – Buckingham Ave
8A

2025 Cape Seal Program



Existing Conditions – Dorchester Rd

2025 Cape Seal Program



Existing Conditions – Edenborough Rd

2025 Cape Seal Program



Existing Conditions – Northlawn Blvd

2025 Cape Seal Program



Existing Conditions – Yankee Ave

2025 Cape Seal Program



Existing Conditions – Yorkshire Rd

2025 Cape Seal Program



Existing Conditions – Yosemite Blvd

2025 Cape Seal Program Special Assessment District

➤ Summary

- The Engineering Department recommends the City Commission declare necessity and approve the SAD for the 2025 Cape Seal Program
- Should the Commission approve the SAD, a public hearing for Confirmation of the Roll will be held on January 27, 2025



MEMORANDUM

Engineering Department

DATE: January 22, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: 2025 Cape Seal Program
Contract #5-25 (P) Award

INTRODUCTION:

The Engineering Department opened bids for the 2025 Cape Seal Program Contract #5-25 (P) on September 26, 2024. Two (2) bids were received for consideration, and the Engineering Department recommends awarding this contract to Highway Maintenance & Construction Co.

BACKGROUND:

The 2025 Cape Seal Program Contract #5-24 (P) is the rehabilitation of eight unimproved roads throughout the City with a new cape-seal treatment. The scope of work includes patching or pulverizing unimproved roads, installing cement stabilization, cape sealing unimproved roads, and making sidewalk ramp repairs. The streets being rehabilitated include Ann St. between E. Frank St. and the dead end, Buckingham Ave. between N. Eton St. and Edenborough Rd., Dorchester Rd. between St. Andrews Rd. and Coolidge Hwy., Edenborough Rd. between Windemere Rd. and Dorchester Rd., Northlawn Blvd. between Shipman Blvd. and Southfield Rd., Yankee Ave. between Yosemite Blvd. and Villa Rd., Yorkshire Road between N. Eton St. and Coolidge Hwy., and Yosemite Blvd. between S. Adams Rd. and Columbia St.

Bids were opened on September 26, 2024, with two (2) bids received as listed in the attached summary. The low bidder was Highway Maintenance & Construction Co. with a bid of \$500,477.75. Highway Maintenance & Construction Co. has worked on the City's Cape Seal Program for the past several years. The Engineering Department is confident that they are fully qualified to perform the type of work included in the 2025 Cape Seal Program. As required for all of the City's construction projects, Highway Maintenance & Construction Co. has submitted a 5% bid security with their bid which will be forfeited if they do not provide signed contracts, bonds, and insurance required following the award by the City Commission. Highway Maintenance & Construction has provided written documentation that they are holding their bid pricing from the September bid opening through the awarding of the contract.

LEGAL REVIEW:

The City's standard RFP and contract language was used for bidding this project which the City Attorney has reviewed and approved. The City Attorney has no objections to the suggested Commission action.

FISCAL IMPACT:

This program is accounted for in the 2024/2025 budget within the Local Streets Fund. Although an initial allocation of \$260,000 was made, the project costs have exceeded this amount requiring a budget amendment. The total construction cost of the program is estimated to be \$550,525.53 which includes Highway Maintenance & Construction Co.'s bid in the amount of \$500,477.75 and a 10% construction contingency. The project will be funded by the following account:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Local Street Fund	203.0-449.001-981.0100	\$500,477.75	\$50,047.78	\$550,525.53

SUSTAINABILITY:

Completing cape seal treatment on roads will enhance the road surface and reduces maintenance.

DESIGN CONSIDERATIONS:

Sidewalk ramps that currently do not meet ADA standards will be removed and installed per the current ADA standards.

PUBLIC COMMUNICATIONS:

An informative resident meeting was held at City Hall on Tuesday, January 7, 2025. Property owners affected by the work will also be notified in advance through the use of door-hangers and the City's Constant Contact targeted e-blasts.

SUMMARY:

The Engineering Department recommends the 2025 Cape Seal Program #5-25 (P) be awarded to Highway Maintenance & Construction Co.

ATTACHMENTS:

- Project Area Map
- Bid Summary
- Contract

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to award the 2025 Cape Seal Program #5-25 (P) to Highway Maintenance & Construction Co. in the amount of \$500,477.75 and a 10% construction contingency for a total of \$550,525.53. In addition, to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all insurance and bond requirements by Highway Maintenance & Construction Co.. Funding for this project has been budgeted in the following account:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Local Street Fund	203.0-449.001-981.0100	\$500,477.75	\$50,047.78	\$550,525.53

AND

To approve the appropriation and amendment of the fiscal year 2024/2025 Local Streets Fund budget as follows:

Local Street Fund:

Revenues:

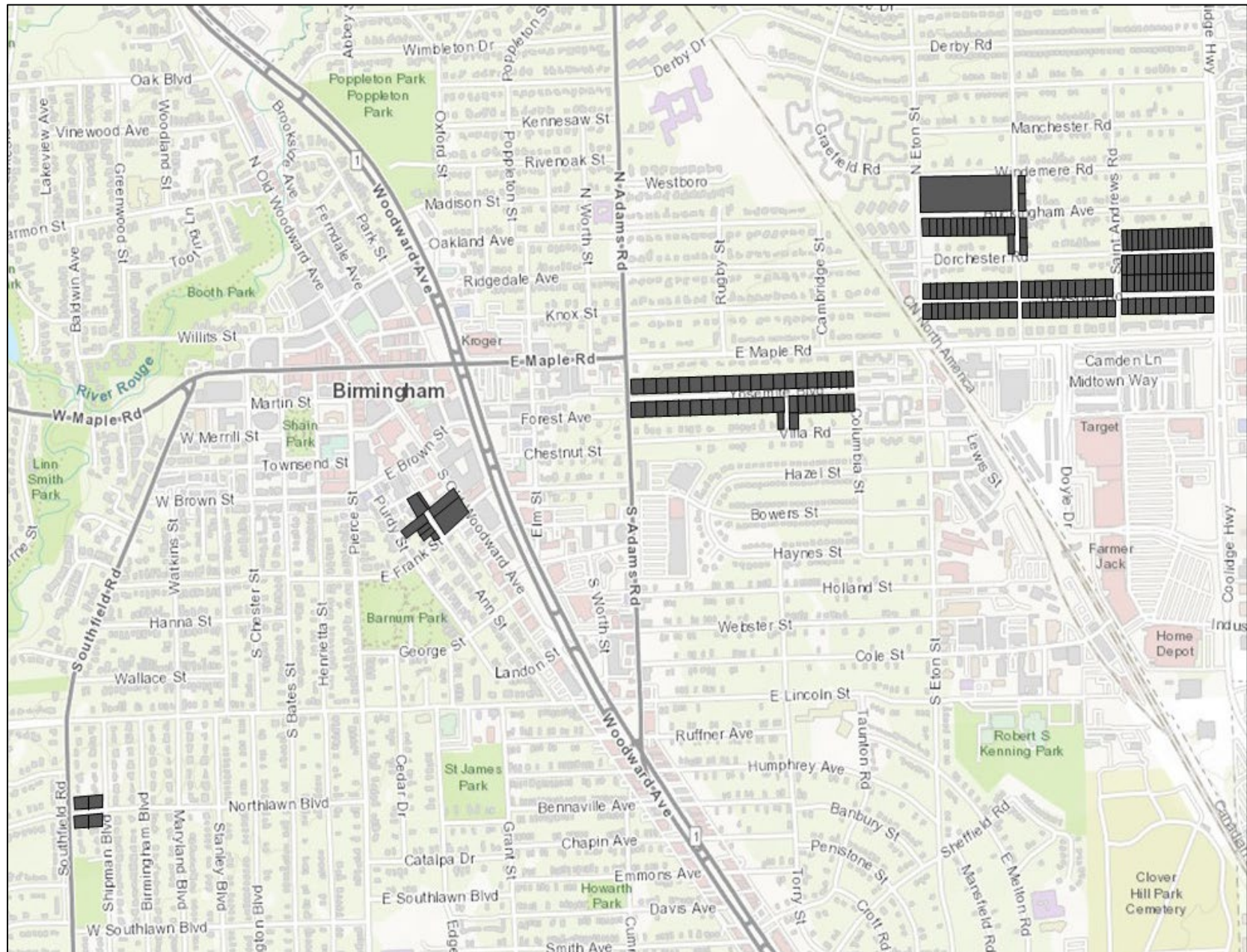
203.0-000.000-400.0000	Draw from Fund Balance	<u>\$190,530</u>
Total Revenue		<u>\$190,530</u>

Expenditures:

203.0-449.001-981.0100	Public Improvement	<u>\$190,530</u>
Total Expenses		<u>\$190,530</u>

2025 Cape Seal Program

Project Limits



BID TABULATION
CITY OF BIRMINGHAM
2025 CAPE SEAL PROGRAM
CONTRACT #5-25(P)

Bids Due: September 26, 2024

**Highway Maintenance &
Construction Co.**

P.O. Box 74411
Romulus, MI 48174

**Pavement Maintenance
System, LLC**

384 Industrial Parkway
Imlay City, MI 48444

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost
DIVISION 1 WORK ITEMS - SPRAY PATCH & CHIP SEAL						
1. Mobilization, Maximum \$19,800	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 19,800.00	\$ 19,800.00
2. Erosion Control, Inlet Protection, Fabric Drop	50	EA	\$ 100.00	\$ 5,000.00	\$ 225.00	\$ 11,250.00
3. Structure Cover, Adjustment	5	EA	\$ 550.00	\$ 2,750.00	\$ 1,750.00	\$ 8,750.00
4. Cape Seal Surface	23,265	SY	\$ 9.30	\$ 216,364.50	\$ 11.25	\$ 261,731.25
5. Sidewalk Remove	391	SF	\$ 7.00	\$ 2,737.00	\$ 10.00	\$ 3,910.00
6. Curb and Gutter, Remove	19	LF	\$ 30.00	\$ 570.00	\$ 30.00	\$ 570.00
7. Concrete Curb and Gutter	19	LF	\$ 85.00	\$ 1,615.00	\$ 85.00	\$ 1,615.00
8. Sidewalk and Ramp, Concrete, 6 inch	391	SF	\$ 20.00	\$ 7,820.00	\$ 25.00	\$ 9,775.00
9. Detectable Warning Surface, Modified	102	SF	\$ 150.00	\$ 15,300.00	\$ 140.00	\$ 14,280.00
10. Spray Patch Repair	5	DAY	\$ 4,500.00	\$ 22,500.00	\$ 6,800.00	\$ 34,000.00
11. Cement Stabilization	7,060	SY	\$ 13.10	\$ 92,486.00	\$ 13.00	\$ 91,780.00
12. Additional Cement	50	TON	\$ 600.00	\$ 30,000.00	\$ 600.00	\$ 30,000.00
13. Crush and Shape	14,373	SY	\$ 4.25	\$ 61,085.25	\$ 4.00	\$ 57,492.00
14. Supplemental Aggregate, MDOT 23A Limestone, as Required	200	TON	\$ 40.00	\$ 8,000.00	\$ 47.00	\$ 9,400.00
15. Traffic Maintenance & Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 19,300.00	\$ 19,300.00
16. Turf Establishment, THM Seed Mix	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
17. Inspector Crew Days	\$650.00	DAY	25	\$ 16,250.00	7	\$ 4,550.00
TOTAL:				\$ 500,477.75		\$ 583,203.25

Corrected By Engineer*

2025 CAPE SEAL PROGRAM

CONTRACT #5-25 (P)



CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT

Contractor's Name: HIGHWAY MAINTENANCE & CONST Copy # _____

2025 CAPE SEAL PROGRAM
CONTRACT #5-25(P)
INDEX

100	Proposal _____	6 Pages
110	Contract _____	2 Pages
115	Iran Sanctions Act Certification Form _____	1 Pages
120	Performance Bond _____	2 Pages
130	Payment Bond _____	2 Pages
140	Payment Forms _____	6 Pages
	Request For Partial Payment	
	Request For Final Payment	
	Sworn Statement	
	Work Directive	
200	Advertisement _____	1 Page
301	Supplemental Instructions to Bidders _____	5 Pages
	Quantities by Street Table	
310	General Instructions to Bidders _____	4 Pages
400	General Requirements _____	16 Pages
710	Portland Cement Concrete Pavement _____	9 Pages
711	Concrete Durability Requirements _____	5 Pages
712	Concrete Sidewalk Construction _____	8 Pages
715	Dense Graded Aggregate _____	1 Page
730	DPW Structure Adjustment _____	3 Pages
735	Overlay Structure Adjustment _____	2 Pages
761	Surface Course Pulverizing _____	2 Pages
762	Cape Seal Surface _____	8 Pages
770	Turf Establishment _____	13 Pages
900	Supplemental Specifications _____	4 Pages

Appendices:

- Figure 1: MAP OF WORK TO BE COMPLETED (1 Page)
- Figure 2: MAP OF PERMITTED HAUL / CONSTRUCTION TRAFFIC ROUTES (1 Page)
- Concrete Repair Plan (5 Pages)
- Curb and Gutter Cross-Section Detail (2 Pages)
- MDOT Detail R-28-K (7 Pages)



**ADDENDUM NO. 1
2025 CAPE SEAL PROGRAM
CONTRACT #5-25 (P)**

September 24, 2024

The following is a summary of scope of work changes incorporated into the project as Addendum No. 1:

The following summary is provided to overview revisions to the bid documents:

1. Specification Section 100 – Proposal Form:
 - a. Proposal form has been updated to reflect acknowledgement of Addendum No. 1 issued 9/24/2024. This form must be used for bid submissions.
 - b. Item 4 – Cape Seal Surface: Quantity has been modified to 23,265 sy.
 - c. Item 13 – Crush and Shape: Quantity has been modified to 14,373 sy.
2. Specification Section 301 – Supplemental Instructions to Bidders:
 - a. Quantities By Street Table: This table has been revised for Cape Seal Surface and Crush and Shape quantities.

End of Addendum

PROPOSAL
2025 CAPE SEAL PROGRAM

CONTRACT #5-25 (P)

TO THE CITY OF BIRMINGHAM, MICHIGAN:

The undersigned, being familiarized with the local conditions affecting the cost of the work and the Contract Documents including all those sections listed in the Index, hereby proposes to perform everything noted herein and to provide and furnish all labor, materials, except as otherwise specified, necessary to construct and complete in a workmanlike manner all of the work required to be performed for the **2025 Cape Seal Program, Contract #5-25 (P)** in conformance with the requirements shown or implied in the above contract documents all of which are hereby made a part of this contract at the following unit prices as here stated and further defined in the specifications.

Bidder has examined copies of all Contract Documents and of following addenda:

Date	Addendum Number
9/24/2024	1

Bidder must write out in words the unit price of each item on the line provided under each pay item.

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 1 WORK ITEMS – SPRAY PATCH & CHIP SEAL					
1.	Mobilization, Maximum \$19,800 @	1	LS	\$ 12,000.00	\$ 12,000.00
2.	Erosion Control, Inlet Protection, Fabric Drop @	50	EA	\$ 100.00	\$ 5,000.00
3.	Structure Cover, Adjustment @	5	EA	\$ 550.00	\$ 2,750.00

Addendum #1

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
4.	Cape Seal Surface @ _____	23,265	SY	\$ 9.30	\$ 216,364.50
5.	Sidewalk Remove @ _____	391	SF	\$ 7.00	\$ 2,737.00
6.	Curb and Gutter, Remove @ _____	19	LF	\$ 30.00	\$ 570.00
7.	Concrete Curb and Gutter @ _____	19	LF	\$ 85.00	\$ 1,615.00
8.	Sidewalk and Ramp, Concrete, 6 inch @ _____	391	SF	\$ 20.00	\$ 7,820.00
9.	Detectable Warning Surface, Modified @ _____	102	SF	\$ 150.00	\$ 15,300.00
10.	Spray Patch Repair @ _____	5	DAY	\$ 4,500	\$ 22,500.00
11.	Cement Stabilization @ _____	7,060	SY	\$ 13.10	\$ 92,486.00
12.	Additional Cement @ _____	50	TON	\$ 600.00	\$ 30,000.00
13.	Crush and Shape @ _____	14,373	SY	\$ 4.25	\$ 61,085.25
14.	Supplemental Aggregate, MDOT 23A Limestone, as Required @ _____	200	TON	\$ 40.00	\$ 8,000.00
15.	Traffic Maintenance & Control @ _____	1	LS	\$ 3,000.00	\$ 3,000.00

Addendum #1

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
16.	Turf Establishment, THM Seed Mix @ _____	1	LS	\$ 3,000.00	\$ 3,000.00
17.	Inspector Crew Days @ _____	25	DAY	\$650.00	\$ 16,250.00

TOTAL BID: \$ 500,477.75

TOTAL BID (WRITE OUT IN WORDS):

Five Hundred Thousand Four Hundred Seventy Seven ~~and~~ Dollars
and Seventy Five Cents.

Accompanying this proposal is a certified check, bid bond or bank draft in the amount of five (5) percent of the total bid, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

In submitting this bid, it is understood that the right is reserved by the City of Birmingham, Michigan to reject any or all bids.

The undersigned hereby agrees to execute a contract with the City of Birmingham, Michigan according to the forms attached hereto and furnish the required bonds, all within twenty-one (21) days after the award of the contract; and will fully complete all work as stated under TIME OF COMPLETION and LIQUIDATED DAMAGES in Supplemental Instructions to Bidders.

Addendum #1

The Bidder will identify the business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of persons executing proposal and bid.

Contractor's Name Highway Maintenance and Construction Company

Street Address 12101 Wahrman St / PO Box 74411

City Romulus County Wayne

State/Zip Code Michigan 48174

Email Address highwaymaint@comcast.net / jeffdemek@comcast.com

Telephone 734.941.8885 Fax 734.941.8962

Date 9/25/24

Signed by [Signature]

Print Name: Jeffrey S Demek

Title: President

If a corporation, give state in which incorporated: Michigan

Witnessed: [Signature]

Print Name: Rebecca L Smith, Office Manager

Name of Superintendent Robert Hester

Supervision & time sequence according to the General Requirements

Give below at least three (3) references as to ability to do work proposed.

Name Allegan County Road Commission Address _____

Firm _____ Telephone 616.813.5538

Name Antrim County Address _____

Firm _____ Telephone 231.587.8521

Name Roscommon County Address _____

Firm _____ Telephone 989.366.0333

Give below the last five (5) projects worked on, including those currently in progress, in chronological order. The names need not all be different from those listed above:

Project #1: Name of Project: Allegan County Road Commission

Date Started Spring 2024 Finished Fall 2024

Name _____ Address 1308 Lincoln Rd Allegan 49010

Firm _____ Telephone _____

Project #2: Name of Project: Antrim County Road Commission

Date Started Summer 2024 Finished Summer 2024

Name _____ Address 319 E. Lincoln Mancelona, MI 49659

Firm _____ Telephone _____

Project #3: Name of Project: Roscommon County Road Commission

Date Started Summer 2024 Finished Summer 2024

Name _____ Address 820 E. West Branch Rd Prudenville, MI 48651

Firm _____ Telephone _____

Project #4: Name of Project: Mason County Road Commission

Date Started Summer 2024 Finished Summer 2024

Name _____ Address 510 E State Street Scottville, MI 49454

Firm _____ Telephone _____

Project #5: Name of Project: Osceola County Road Commission

Date Started Summer 2024 Finished Summer 2024

Name _____ Address 4737 Makwa Dr. Hersey, MI 49639

Firm _____ Telephone _____

Give below all the subcontractors to be used on the project: If additional space is necessary, please use the back of this page. Should the contractor wish to use any subcontractors that are not on this list after award, the contractor shall submit a written request to the Engineer and obtain authorization for same, prior to proceeding. All subcontractors not listed must receive written approval from the City of Birmingham, prior to working on this project.

Name GARY VANHEVEL

Address 36 TURRILL, LAPEER, MI 48446

Firm PAVEMENT RECYCLING

Telephone 810-245-5700

Type of Work to be Performed: PULVERIZE & CEMENT STABILIZATION

Name _____

Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

Name _____

Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

Name _____

Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

Name _____

Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

Name _____

Address _____

Firm _____

Telephone _____

Type of Work to be Performed: _____

END OF SECTION

2025 CAPE SEAL PROGRAM - #5-25 (P)

CONTRACT

THIS AGREEMENT made the _____ day of _____, 2024, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "City", and Highway Maintenance and Construction Co. of the City of Romulus, County of Wayne, State of _____, hereinafter called the "Contractor", relative to Contract No. 5-25 (P), otherwise known as: 2025 CAPE SEAL PROGRAM in the amount of \$ 500,477.75 to wit:

1. The documents consisting of RFP, including all exhibits and the General Contract Conditions, and the Bid shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. In the event that there is a conflict between these documents, this Agreement shall control, then the RFP, and then the Bid.

2. The Contractor shall furnish all labor, materials and appliances necessary, and to all the work as set forth in the Proposal, and in accordance with the plans and specifications, which have been made a part of this agreement in a manner, time and place, as therein set forth.

- a. The Contractor shall provide a Performance Bond, which form is attached hereto and incorporated herein by reference to protect the City, and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms hereof.
- b. The Contractor shall provide a Payment Bond which form is attached hereto and incorporated herein by reference for the protection of the claimants as defined in MCL §129.201(6) to supply labor or materials to the principal Contractor or his Subcontractor and the prosecution of the work provided for in this contract.

3. Time is of the essence of this agreement. All of the work to be performed by the Contractor shall be completed on or before the Time of Completion, as set forth in the Supplemental Instructions to Bidders. The Contractor shall pay to the City as liquidated damages, the amount per day as set forth under Liquidated Damages in the Supplemental Instructions to Bidders, for each calendar day after the date specified under Time of Completion that the work to be performed by the Contractor is not completed. Liquidated damages are established because of the difficulty in ascertaining actual damages which the City might sustain, and are not intended as a penalty.

4. The City promises and agrees to pay said Contractor for all labor, materials and appliances supplied, and for all work performed under this agreement at the unit prices provided in the attached Proposals and Specifications.

5. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attest _____

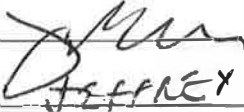
City Clerk

Witnessed _____

By: _____

Mayor

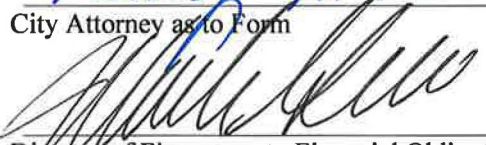
By: _____


JEFFREY S. DAME
Contractor

APPROVAL (1.135 City Code)


City Manager as to Substance


City Attorney as to Form


Director of Finance as to Financial Obligation


City Engineer

SECTION 115
IRAN SANCTIONS ACT CERTIFICATION FORM

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.

Jeffrey S Demek

PREPARED BY
(Print Name)

12/9/24
DATE

President

TITLE

DATE


AUTHORIZED SIGNATURE

JeffDemek@comcast.net
E-MAIL ADDRESS

Highway Maintenance and Construction Company
COMPANY

12101 Wahrman St / PO Box 74411 Romulus, MI 48174
ADDRESS

738.941.8885
PHONE

Highway Maintenance and Construction Company
NAME OF PARENT COMPANY

12101 Wahrman St / PO Box 74411 Romulus, MI 48174
ADDRESS

734.941.8885
PHONE

38.1983798
TAXPAYER I.D.#

 AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Highway Maintenance and
Construction Company**
12101 Wahrman St

Romulus, MI 48174-0411

OWNER:

(Name, legal status and address)

City of Birmingham
151 Martin Street
Birmingham, MI 48009

BOND AMOUNT: Five Percent of Accompanying Bid ----- (5%)

SURETY:

(Name, legal status and principal place
of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

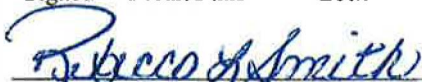
2025 Cape Seal Program Contract #5-25(P)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **26th** day of **September, 2024**


(Witness)

(Witness)

Highway Maintenance and Construction Company
(Principal) (Seal)

(Title)

Atlantic Specialty Insurance Company
(Surety) (Seal)

(Title) **Susan L Small, Attorney-in-Fact**

Init.

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **John L. Budde, Patrick E. Williams, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

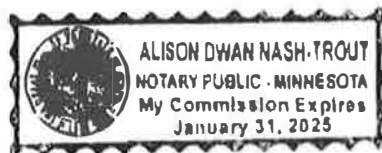
STATE OF MINNESOTA
HENNEPIN COUNTY

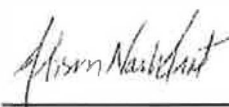


By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of September 2024



This Power of Attorney expires
January 31, 2025


Kara L.B. Barrow, Secretary

2025 CAPE SEAL PROGRAM - CONTRACT #5-25 (SW)

PERFORMANCE BOND

Bond No. 800179500

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned
Highway Maintenance and Construction Company, 12101 Wahrman St, Romulus, MI 48174

_____ as Principal,
and **Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800**
Plymouth, MN 55441 _____ as Sureties,
are hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of
Five Hundred Thousand Four Hundred Seventy Seven and 75/100 Dollars (\$ **500,477.75**), in lawful
money of the United States, for the payment of which we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns this **4th** day of
December, 20**24**.

WHEREAS, the above bounded Principal has entered into a certain written contract with
the above named City of Birmingham, Michigan dated _____ day of _____, 20____ for the
construction of **2025 Cape Seal Program Contract #5-25 (SW)**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same
were entirely written herein,

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder of the specifications accompanying the same shall in anywise affects its obligations
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract, or to the work or to the specifications.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal
shall fully perform the annexed contract according to the terms thereof, or as such terms may be changed
or modified by mutual agreement, and shall guarantee all work furnished against all defects and incidental
damage to other property for a period of one (1) year following final acceptance of the work, then this
obligation shall be void, otherwise the same shall remain in full force and effect.

This Bond is provided in compliance with and subject to the provisions of Act 213 of the Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et. seq.

WITNESSED:





Highway Maintenance and Construction Company
Principal



Susan L Small, Attorney-in-Fact

Atlantic Specialty Insurance Company

2025 CAPE SEAL PROGRAM - CONTRACT #5-25 (P)

PAYMENT BOND

Bond No. 800179500

KNOW ALL MEN BY THESE PRESENTS, that we Highway Maintenance
and Construction Company of the 12101 Wahrman St, Romulus, MI 48174
hereinafter called the "Principal" and Atlantic Specialty Insurance Company, 605 Highway 169 North,
Suite 800, Plymouth, MN 55441 hereinafter called the "Surety", are held and firmly bound unto those
persons known as "Claimants", as defined in MCL §129.206(6) supplying labor or materials to the
Principal or his subcontractors and the prosecution of the work provided for in a certain Contract by and
between the City of Birmingham and the Principal in the sum of
Five Hundred Thousand Four Hundred Seventy Seven and 75/100th Dollars
(\$ 500,477.75), in lawful money of the United States, for the payment whereof, we bid
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally this
4th day of December, A.D., 20 24.

WHEREAS, the above named Principal has entered into a Contract with the CITY OF
BIRMINGHAM, MICHIGAN dated the _____ day of _____, A.D., 20____,
wherein said principal has covenanted and agreed as follows, to wit:

To furnish all the labor and materials: 2025 Cape Seal Program Contract #5-25 (SW)

and,

WHEREAS, this Bond is given in compliance with and subject to the provisions of Act
No. 213 of the Public Acts of Michigan for 1963, as amended by Act. No. 351 of the Public Acts of
Michigan for 1972, also known as MCL §129.201 et seq.

NOW, THEREFORE, the condition of the above obligation is such that if all persons or
claimants as defined in Public Act 213 of 1963 supplying labor or materials to the principal contractor or
his subcontractors in the prosecution of the work provided for in the contract are paid, the obligation of
this Bond shall be void; otherwise, it shall be in full force and effect.

WITNESSED:




JEFFREY S. DEMEK

Highway Maintenance and Construction Company
Principal



Susan L Small, Attorney-in-Fact

Atlantic Specialty Insurance Company
Surety



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **John L. Budde, Patrick E. Williams, Steven K. Brandon, Susan L. Small, T. J. Griffin, Terence J. Griffin**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

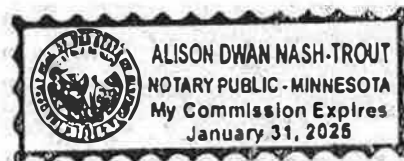
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of December, 2024.



This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary

To: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted: _____

Date Received: _____

REQUEST FOR PARTIAL PAYMENT

Partial Payment Request # _____

The undersigned (the "Contractor") hereby requests payment for work performed on Contract Name 2025 CAPE SEAL PROGRAM and # #1-25 (P) for the period beginning _____ and ending _____. Attached is an itemized list of completed quantities delivered to date.

During the above period, did Contractor incur additional costs for labor or materials because the bid package was missing important information? _____ (if yes, you must provide details of the additional costs and the missing information).

During the above period, did Contractor incur additional costs for labor or materials because the bid package contained information that was not true? _____ (if yes, you must provide details of the additional costs and the untrue statements).

During the above period, did Contractor incur additional costs for labor or materials because the site conditions were different from what you expected? _____ (if yes, you must provide details of the additional costs and the site conditions, both what you expected and what you encountered).

During the above period, did Contractor incur additional costs for labor or materials because of any reasons not mentioned above? _____ (if yes, you must provide details of the additional costs and the reasons the same were incurred).

The above does not include additional work through work directives issued by the City of Birmingham as described on the attached or as covered by an agreed basis of payment attached.

Contractor hereby certifies, represents and warrants that all suppliers, subcontractors and employees have been paid in full for all materials and labor provided on the job during the above period. Contractor certifies, represents and warrants that there have been no change orders issued or requested during the above period, except for the following: _____.

Contractor certifies, represents and warrants that Contractor will never request payments, other than the request made in this form, for any work performed or materials provided during the above period, except for the following unresolved items: _____.

Attached are the following documents
Further detailing the above.

1. _____
2. _____
3. _____

Contractor:

(Company or Contractor Name)

(Signature of Officer of the Company)

Type or Print Name and Title

CONTRACTOR'S AFFIDAVIT

To: CITY OF BIRMINGHAM
151 MARTIN ST.
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted _____

Date Received _____

REQUEST FOR FINAL PAYMENT

Payment Request # _____

The undersigned _____
Name of Contractor

hereby represents that on _____ Date he/she (it) was awarded a contract by

The City of Birmingham hereafter called the Owner to _____, in accordance with the terms and conditions of Contract No. 5-25 (P), Contract Name 2025 Cape Seal Program; and the undersigned further represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his/her (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim should hereafter arise, he/she (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this ____ day of _____, 20__.

Company or Contractor Name: _____

Signature of Officer of Company: _____

Type or Print Name and Title: _____
Name Title

Subscribed and sworn to before me, a Notary Public in and for _____ County,

Michigan on this _____ day of _____, 20__.

_____, Notary Public

My commission expires: _____

SWORN STATEMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

_____, being duly sworn, deposes and says that
_____ is the Contractor for an
improvement to the following described real property situated in the County of Oakland, City of
Birmingham, State of Michigan, described as follows:

in accordance with the general requirements of the Contract by and between the CITY OF BIRMINGHAM
and _____ the following is a statement of each subcontractor, supplier and laborer for the
payment of wages or fringe benefits and withholdings is due but unpaid with whom the
(contractor)(subcontractor) has (contracted) (subcontracted) for the performance under the contract with the
CITY OF BIRMINGHAM, and that the amounts due to the persons as of the date hereof are correctly and
fully set forth opposite their names as follows:

Name of Subcontractor Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages	Amount of Laborer, Fringe Benefits and Withholdings Due but Unpaid
TOTALS						

The contractor has not procured material from, or subcontracted with, any person other than those set forth above, and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor) or as _____ of the (contractor)(subcontractor) for the purpose of representing to the CITY OF BIRMINGHAM that the Payment Bond for labor and materials is free from claims for the possibility of claims except as specifically set forth above.

Deponent further says that he or she is a duly authorized representative of the (contractor)(subcontractor) and has been authorized to give this release of all claims against the City arising under or by virtue of contract _____ dated _____.

Deponent

Subscribed and sworn to before me

this _____ day of _____ 20____

Notary Public

_____ County, Michigan

My Commission Expires:

WORK DIRECTIVE

From: CITY OF BIRMINGHAM Time: _____ Date: _____
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001 Work Directive No. _____

To: Contractor: _____

Name and # of Contract: 2025 Cape Seal Program #5-25 (P)

The following changed condition(s) is recognized by the City of Birmingham for the above referenced Contract. In order to ensure continuation of the progress of the contract this work directive is issued for the following work described below:

The basis for payment will be: _____ Written Quotation from the contractor.

_____ Unit Bid Prices

_____ Time and Material

_____ Other (describe) _____

A written quotation shall include a detailed description of the tasks involved and the expected timetable to be completed along with a firm quotation for cost.

A time and material basis for work shall be supplemented with agreed quantities and prices between the contractor's field representative authorized to act on behalf of the contractor and the city inspector. It also shall be backed up by unit prices for time, material and equipment supplied to the City in a timely manner. Should this information not be readily available, it shall be provided the following day or a basis for payment shall be agreed to in writing within 24 hours of agreeing to a time and material work directive.

Any other basis shall be approved by all parties in writing before starting work. Should a utility cause the delay, names and approval shall be obtained if possible by their agent.

Approved:

Contractor Supt. Date City Inspector Date City Engineer Date

ADVERTISEMENT
2025 CAPE SEAL PROGRAM
CONTRACT #5-25 (P)
BIRMINGHAM, MICHIGAN

Sealed proposals endorsed "2025 CAPE SEAL PROGRAM #5-25 (P)", Birmingham, Michigan" will be received from Contractors by the City of Birmingham, at the Office of the City Clerk, located at 151 Martin St., Birmingham, MI, until **2:00 p.m., Thursday, September 26, 2024**. The proposals will be opened and publicly read aloud at that time. Bids submitted after the exact time specified for receipt will not be considered.

This project will include various capital preventative maintenance measures installed over existing unimproved roadways to extend the pavement service life. Approximate quantities are as follows: 8,071 square yards of streets with double chipseal and slurry, 14,120 square yards of streets with cement stabilization, pulverize, and double chipseal and slurry, subgrade improvements, and ADA ramp and sidewalk improvements.

Bidders shall review and comply with all contract documents, and supplemental information, as defined in the Information For Bidders. Bidding documents for the project may be obtained through the Michigan Inter-Governmental Trade Network (MITN), which may be accessed online at <https://www.bidnetdirect.com/mitn>. Vendors wishing to obtain copies of the bidding documents will need to register through the MITN website. Electronic versions of bidding documents will be posted to MITN starting **Thursday, September 5, 2024**.

The successful bidder shall be required to post bonds, and to comply with the contract requirements of the City Charter. Bids are firm, and no bid may be withdrawn for a period of sixty (60) days after opening of bids.

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. The City reserves the right to reject any and all bid proposals, to waive any irregularity in any of the bid proposals submitted, and to accept any proposal which it shall deem to be the most favorable to the interest of the City.

A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany each bid proposal.

ALEXANDRIA BINGHAM
CITY CLERK

Published in:
MITN

**SECTION 301
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

1.01 TIME OF COMPLETION

- A. No cape seal construction work on any of the streets shall be performed between November 15, 2024 and April 1, 2025. The Contractor shall have all of the work on the project substantially completed by May 30, 2025. Substantial completion shall be defined as all pavement repairs and resurfacing completed
- B. If there are issues with plantings or vegetation establishment the Contractor may address these final issues in spring of 2026. All vegetation establishment must be completed by June 30, 2026.
- C. If it becomes necessary for the Contractor's personnel to work overtime in order to complete said work within the above noted time limitations, the Contractor shall perform such overtime work at no additional cost to the Owner.

1.02 LIQUIDATED DAMAGES

- A. The contractor shall pay to the City of Birmingham as liquidated damages, the sum of **six hundred dollars (\$600) per day** for each calendar day after the time period specified under "Time of Completion" that the work to be performed by the contractor is not completed. Liquidated damages in this amount shall also apply for each day that the project is not substantially complete beyond the date specified under "Time of Completion", regardless of the actual time work began. Liquidated damages are established to compensate the City and the public, for the costs of the inconvenience caused by the contractor by extending the work beyond the time specified. Liquidated damages are in place of actual damages, which the City of Birmingham might sustain, and are not intended as a penalty.
- B. For the purpose of determining Liquidated Damages, the Contract Time for work shall be increased proportionally to increases in contract value (if any) for this portion of the work provided that the following conditions are met:
 - 1. Increase in contract value is greater than 10% of the base bid;
 - 2. The parties have not adjusted the Contract Time by other mutually agreeable means such as an executed change order;
 - 3. Adjustments in time on account of unusual weather shall be made in accordance with Section 108.08.D. of the 2020 MDOT Standard Specifications for Construction. The Contractor shall submit a written request for a time extension due to unusual weather conditions, along with supporting documentation, within fourteen (14) days after the last day of the calendar month in which the delay occurred. Failure to notify the City within this time limit shall constitute a waiver of claim for a time extension on account of unusual weather.

1.03 BUDGET CONSIDERATION

- A. If the total bid of the lowest qualified contractor is over the budget that the City has prepared for this project, the City may consider removing one or more streets from the work of this project prior to awarding the Contract. The work items on this project may be deleted or reduced in quantity by the City without penalty. By submitting a bid on this project, the Contractor acknowledges that the City may delete, or reduce the quantity of the work items listed in the proposal, without penalty.

1.04 SCHEDULE SUBMITTAL

- A. The Contractor shall submit their preliminary construction schedule within twenty-one (21) days of the award of this Contract, along with the signed contract, and required bonds and insurance certificates.

1.05 QUESTIONS REGARDING THE CONTRACT DOCUMENTS

- A. All questions about meaning or intent of Contract Documents shall be submitted to the Engineer in writing. Address written inquiries to:

Melissa Coatta, P.E.
City of Birmingham Engineering Department
P.O. Box 3001
Birmingham, MI 48012

Phone: 248-530-1839
Fax: 248-530-1290
Email: mcoatta@bhamgov.org

- B. Replies will be issued by Addenda mailed or delivered to all parties recorded by as having received Contract Documents for Bidding. Questions received less than five (5) days prior to date for opening of Bids will not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any Addendum issued during pre-bid period shall be included in Bid, shall become part of Contract Documents, and shall be acknowledged on Bid Form.

1.06 HOURS OF WORK

- A. Typically, work of this nature is allowed six (6) days a week, from 7:00 A.M. to 7:00 P.M., Monday through Saturday, excluding major holidays, such as Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day.

1.07 CONTRACTOR SUPERVISION

- A. The Contractor shall have a competent superintendent or foreman available at all times, authorized to act for the contractor as agent on the work, who thoroughly understands the plans and specifications, and who shall receive instructions from the Engineer. The superintendent or foreman shall be responsible for all subcontractors. The superintendent or foreman shall be designated by name prior to commencement of the work, and shall be available ON SITE for proper management of the project for the duration of the contract, regardless of whether or not the contractor or subcontractors are engaged in activity on the project.

1.08 WORK AREA

- A. The Contractor shall be alert to the fact that the work areas on this project are very visible to the public, and that his work operations have a direct impact on a large number of people on a daily basis. The work shall be organized to reduce the amount of work days on each street to a minimum. Also, the contractor shall keep his work area as clean and dust-free as practical at all times.

1.09 STATEMENT OF QUANTITIES

- A. The quantities indicated in the proposal are the engineer's estimate of quantities required for the project, and bids will be computed, reviewed, analyzed and compared using these quantities.

While these quantities have been estimated with as much accuracy as practical beforehand, they should not be construed as defining, or limiting the amount of work to be performed under this Contract, but rather as information furnished to bidders as an approximate estimation of the work items, and as a basis for comparing bids.

1.10 COORDINATION CLASUE

- A. The following coordination issues are brought to the Contractor's attention for consideration when preparing their bid and planning the construction:
1. Utility owners, such as Detroit Edison, AT&T, and Consumer's Energy, may be relocating their facilities during construction operations. The Contractor is to cooperate with and help facilitate such operations. All coordination efforts, including modifying the Contractor's work schedule, performing work out of sequence, or other effects on the Contractor's work are incidental to the work of this project, and shall not be paid for separately.
 2. The Contractor shall protect all existing infrastructure, materials, and operations of the City of Birmingham.
 3. Emergency services must be given immediate passage through the construction site.
 4. The Contractor shall be responsible to coordinate with the City of Birmingham Police and Fire Departments regarding road closures connected to execution of work in this Contract.
 5. There are other construction projects that will be in operation during the term of this Contract. The Contractor shall so conduct their operations to cooperate fully with the other contractors and minimize conflicts to ensure maximum safety and courtesy in the expedient completion of this work.

1.11 SCOPE OF WORK

- A. The plans provided for this Contract consist of the following:
1. Road Rehabilitation including cape seal resurfacing, as-directed base repairs, curb replacement, ADA ramp replacement and sidewalk replacement for Ann St., Buckingham Ave., Dorchester Rd., Edenborough Rd., Northlawn Blvd., Yankee Ave., Yorkshire Rd., Yosemite Blvd.
- B. The following table summarize the cross-sections and basic elements of the work that are proposed for this Contract. A breakdown of the quantities by pay item follows the Scope of Work table below.

SCOPE OF WORK TABLE ROADS

Work Item	Ann	Buckingham	Dorchester	Edenborough	Northlawn	Yankee	Yorkshire	Yosemite
ADA Ramps	Note 1	Note 1, 2	Note 1	Note 1, 2	Note 1	Note 1	Note 1	Note 1
Curb Repairs	Note 1	Note 1, 2	Note 1	Note 1, 2	Note 1	Note 1	Note 1	Note 1
Sidewalk Repairs	Note 1	Note 1, 2	Note 1	Note 1, 2	Note 1	Note 1	Note 1	Note 1

Notes:

- (1) Curb and gutter replacement, new ADA ramps and/or sidewalk at the intersections of Ann St. & Frank St., Northlawn Blvd. & Shipman Blvd., Yorkshire Rd. & St. Andrews St. Yosemite Blvd. & S. Adams Rd. No plans have been provided beyond the MDOT Standard Plan R-28-K, as these areas tend to be rather flat. The Contractor will be expected to replace all ramps with 5 ft. wide concrete sidewalks up through the key flag, and then transitioning back to 4 ft. wide, where applicable, in no more than two additional flags. All replaced concrete shall be in accordance with ADA standards. (Up to 15 ft. beyond the key flag may be removed and replaced as needed to meet slope requirements.)
- (2) Utility structures are present within the existing roadways included with this project. As-needed adjustments will be performed.
- (3) Cape seal work shall be performed on only one street at any given time.
- (4) While the project is being constructed, construction traffic is not permitted to traverse other streets in the neighborhood other than the one being worked on. No construction traffic shall be directed toward unimproved roads in the City. The included Figure 2 depicts the streets that may be utilized for construction traffic or delivery traffic while the project is underway. Construction and delivery traffic is only allowed on Coolidge Hwy., Maple Rd., Eton St., Adams Rd., Lincoln St., Pierce St, Frank St. and Southfield Rd.

END OF SECTION

ADDENDUM NO. 1

Quantities by Street Table

No.	ITEMS FOR BID	UNITS	Ann	BUCKINGHAM	DORCHESTER	EDENBOROUGH	Northlawn	Yankee Ave	YORKSHIRE	YOSEMITE	TOTAL
			Frank to N Dead End	N Eaton to Edenborough	St. Andrews to Coolidge	Windmere to Dorchester	Shipman to Southfield	Yosemite to Villa	N Eaton to Coolidge	S Adams to Columbia	
1	Mobilization Maximum \$19,800	LS	1	1	1	1	1	1	1	1	1
2	Erosion Control, Inlet Protection, Fabric Drop	EA	2	2	8	6	3	2	14	13	50
3	Structure Cover, Adjustment	EA	0	2	0	3	0	0	0	0	5
2	Cape Seal Surface	SY	621	2,804	2,878	2,222	708	678	8,477	4,877	23,265
3	Sidewalk, Remove	SF	70	0	0	0	50	0	225	46	391
4	Curb and Gutter, Remove	FT	0	0	5	0	0	0	0	14	19
5	Concrete Curb and Gutter	FT	0	0	5	0	0	0	0	14	19
6	Sidewalk and Ramp, Concrete, 6 inch	SF	70	0	0	0	50	0	225	46	391
7	Detectable Warning Surface, Modified	SF	14	0	0	0	20	10	48	10	102
8	Spraypatch Repair	DAYS	0.5	0.5	1.0	0.5	0.5	0.5	1.0	0.5	5
9	Cement Stabilization	SY	311	0	1,439	0	354	339	4,239	691	7,060
10	Crush & Shape	SY	621	0	2,878	0	708	678	8,106	1,382	14,373
11	Supplemental Aggregate, MDOT 23A Limestone, As Required	TON	25	25	25	25	25	25	25	25	200
12	Addition Cement, As Needed	TON	7	0	9	0	7	7	12	8	50
13	Traffic Maintenance & Control	LS	1	1	1	1	1	1	1	1	1
14	Turf Establishment, THM Seed Mix	LS	1	1	1	1	1	1	1	1	1
15	Inspector Crew Days	DAY									

SECTION 310
GENERAL INSTRUCTIONS TO BIDDERS

1.01 CONTRACT PRICE

- A. Proposals are solicited on the basis of unit prices and/or lump sum prices which are to be clearly set forth in the Proposal Form. The final contract price on the accepted proposal will be determined by multiplying the number, or fraction thereof, units of work actually performed, or labor, material, or appliances actually supplied by the price designated for such items in the proposal. The total bid figure on the proposal form is merely for purposes of estimating and comparing costs, and under no circumstances on unit price contracts does it constitute or imply the total contract price.

1.02 FORM OF PROPOSAL

- A. All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the City Engineering Department.
- B. All prices stated in the proposals must be plainly written in figures.
- C. All information called for on the proposal must be furnished to enable a fair comparison of the bids.
- D. The place of residence of each bidder, or the official address in the case of a firm or company, with county and state, must be given with the signature.
- E. Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Birmingham, and endorsed upon the outside with the name of the project, as it appears in the advertisement for bids.

1.03 CONFORMITY TO PLANS AND SPECIFICATIONS

- A. Proposals must be made in full conformity to all the conditions, as set forth in the plans and specifications for the work now on file in the office of the City Engineer.

1.04 AGENCY

- A. Anyone signing a proposal as agent of another or others, must submit with the proposal, legal evidence of his authority to do so.

1.05 LEGAL STATUS OF BIDDER

- A. The legal status of the bidder, that is, as a corporation, a partnership or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give title of the official having authority under the bylaws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

1.06 CERTIFIED CHECK, BIDDER'S BOND OR BANK DRAFT

- A. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than five (5) percent of the total price, drawn to the order of the City of Birmingham, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.
- B. No proposal shall be withdrawn for a period of sixty (60) days after the date set for the opening of bids.

- C. A single check, bond or draft may serve to cover two (2) or more alternative proposals when such alternative proposals are submitted by the same bidder.
- D. The bid deposit of all except the three (3) lowest bidders will be returned within three (3) weeks after the opening of bids. The bid deposit of the three (3) lowest bidders will be returned within two (2) weeks after the contract has been executed by both parties.

1.07 OBLIGATION TO EXECUTE CONTRACT

- A. The bidder whose proposal is accepted will be required to execute the contract, and to furnish sureties hereafter specified, within twenty-one (21) days after receiving notice of such acceptance; and in case of his refusal or failure to do so, he shall be considered to have abandoned all his rights and interest in the award, and his bid deposit may be declared to be forfeited to the City, as liquidated damages and not a penalty, and the contract may be awarded to another.

1.08 BONDS

- A. The successful bidder will be required to furnish two (2) bonds, each on the forms provided as follows:
 - 1. A Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
 - 2. A Payment Bond for labor or material running to the claimants, which is defined in MCL §129.206 as those persons supplying labor or materials to the principal contractor or subcontractors in the prosecution of the work provided for in this contract in an amount not less than 100% of the contract price for the protection of those persons supplying labor, materials or both.
- B. The cost of all bond premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required bonds.

1.09 INDEMNITY

- A. The Contractor shall indemnify the City of Birmingham in accordance with the INDEMNITY section set forth in the General Requirements.

1.10 INSURANCE

- A. The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The cost of all insurance premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required insurance coverage.
 - 1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - 2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence combined single limit,

Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement starting 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.
 5. **Pollution Liability Insurance:** The Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
 6. **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 the Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
 7. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- B. **Proof of Insurance Coverage:** The Contractor shall provide the City of Birmingham at the time the contracts are 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;
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 4. Original policy, or original binder pending issuance of policy, for Owners Contractors Protective Liability Insurance;
 5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- C. **Coverage Expiration:** If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.

- D. Maintaining Insurance: The Contractor also agrees to provide all insurance coverage as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City of Birmingham may, at its option, purchase such coverage from the contract 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.

1.11 EXAMINATION OF SITE

- A. It is expected that each bidder will make a personal examination of the entire site of the proposed work, and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling and storing of construction equipment and materials, and concerning other conditions which may affect his work.

1.12 LEGAL CONDITIONS

- A. Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan, and in the ordinances and regulations of the City of Birmingham and Oakland County, with respect to the carrying on of public improvements.

1.13 BIDDER'S ABILITY

- A. It is the intention of the City to award the contract for this job to a contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for at least three (3) references concerning his ability to do this particular class of work, and a reference list of the last five (5) projects, including those not completed or currently being performed. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If the contract is awarded to a foreign company, a certificate of authority to do business in this state must accompany executed contract.

1.14 PAYMENTS

- A. Partial payments will be made monthly to the Contractor during the satisfactory progress of the working accordance with the Payments section of the General Requirements.

1.15 RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS

- A. The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal, if it appears advantageous to the City to do so.
- B. In particular, any alterations, erasure or interlineation in the Specifications which are made a part, specifically, of these instruments, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein.
- C. Proposals which are clearly unbalanced, will also be considered as irregular, and will be subject to instant rejection by the City.

END OF SECTION

SECTION 400 GENERAL REQUIREMENTS

1.01 DEFINITION OF TERMS

- A. The intent and meaning of words and expressions, or pronouns used in their stead, occurring in these specifications or in other contract documents, shall be interpreted as described under Section 101.03 Definitions of Terms of the Current Standard Specifications for Construction adopted by the Michigan Department of and Transportation, with the following additions or exceptions:
 - 1. City - The corporation of the City of Birmingham, Michigan
 - 2. Commission - The Commission of the City of Birmingham, Michigan, and any other board, body, official or officials to which or to whom the powers belonging to the said Commission shall, by virtue of any act or acts, hereafter passed or be held to appertain.
 - 3. Engineer - The person holding the position or acting in the capacity of City Engineer of the City of Birmingham, Michigan, acting either directly or through his properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
 - 4. Directed, required, permitted, etc. - Whenever in the specifications the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirements or permission of the Engineer is intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable, or satisfactory to the Engineer.

1.02 INTENT OF THE PLANS, SPECIFICATIONS AND CONTRACT

- A. The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon, and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans, or by authorization.

1.03 EXTRA WORK

- A. No extra work shall be started, or extra material furnished, until such extra work or furnishing of extra material is authorized in writing by the Engineer.
- B. The price for such extra work or material must be approved by the Engineer. Said price may be a unit price, a lump sum price, or if the Engineer so elects, the work shall be done on a force account basis, which will be paid for in the following manner:
 - 1. For all labor, teams and foremen in direct charge of the specific work, the Contractor shall receive the actual rate of wage paid for each and every hour that said labor, teams and foremen are actually engaged in such work, plus 20% of the sum thereof.
 - 2. For materials and supplies, the Contractor will receive the actual cost of such materials delivered on the work, including freight charges, as shown by original receipted bills, plus 15% of the sum thereof.
 - 3. For any machinery and equipment owned or rented by the Contractor, which it may be deemed necessary or desirable to use on extra work, the Contractor will be paid at the actual charge-out rate, if reasonable, for his own equipment, or at the actual rental price paid, if

reasonable, for rented equipment for each and every hour that such equipment is used on the work, to which sum 15% will be added.

4. Bond premium, workmen's compensation insurance, personal injury public liability and property damage public liability insurance, unemployment compensation, and Federal Social Security will be paid for at actual cost, to which sum 15% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
5. The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, and the use of small tools and equipment for which no rental is allowed.

1.04 ALTERATION IN CHARACTER OF WORK

- A. Should the Contractor encounter, or the Engineer encounter, during the progress of the work, sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the Engineer's attention shall be called immediately to such conditions before they are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they materially differ from those shown on the plans and indicated in the specifications, he shall at once make such changes in the plans and/or specifications, as he may find necessary.

1.05 COORDINATION OF SPECIFICATIONS AND PLANS

- A. In case of discrepancy, written figures shall govern over numerals, figured dimensions shall govern over scaled dimensions, plans shall govern over standards specifications, supplemental specifications shall govern over standard specifications and plans, and special provisions shall govern over supplemental specifications.
- B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

1.06 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

1.07 INSPECTION

- A. Inspectors may be appointed and directed to inspect all materials used, and all work done. The inspection may extend to all parts of the work, and to the preparation or manufacture of the materials for use in the work. The Inspectors will not be authorized to revoke, alter, enlarge or relax any of the provisions of these specifications, nor to change the plans in particular. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished, or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the

Contractor of the responsibility of completing the work in accordance with the plans and specifications.

- B. The Engineer and his duly authorized Inspector, shall at all times have the right to enter the premises upon which the work under this contract is being done, and to inspect said work and to ascertain whether or not the construction is carried out in accordance with the terms of the contract or specifications; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection.

1.08 SUPERVISION

- A. The Contractor shall give his personal supervision to the faithful prosecution of the work. In case of his absence, he shall have a competent superintendent or foreman on the work site whom shall follow, without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work, and every part thereof in conformity with this contract. He shall also have full authority to supply material and labor immediately.
- B. The Contractor's supervisor shall be responsible to act on behalf of the Contractor. This includes being present or available at all times, making decisions on behalf of the Contractor and Subcontractor, scheduling, monitoring work progress on a continued basis, communicating with City representatives, etc. His name shall be submitted prior to the start of work, with all appropriate ways of contacting him. He shall remain the responsible Contractor's representative throughout completion of the project, including any subcontract work associated with this contract. If it is necessary to replace this person, it shall have the approval of the Engineer.

1.09 TIME AND SEQUENCE OF WORK

- A. The Contractor shall have control over the sequence of order of execution of the several parts of the work to be done under this contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by these specifications and plans, or by the express provisions of the contract.
- B. The Engineer may, however, make such reasonable requirements as may in his judgment be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.
- C. The Contractor shall submit a written work plan prior to starting construction. This shall include a written schedule, critical path or equal, to focus in on the date required for completion. This schedule must be updated periodically (not to exceed two (2) weeks) if it becomes necessary to modify the plan. This does not relieve the Contractor of the responsibility to complete the contract according to contractual stipulations. Any modification to the time schedule must obtain prior written approval from the Engineer.
- D. Once the Contractor has mobilized, the Contractor must execute the contract in a continuous, expeditious manner, and may not suspend prosecution of work without written permission of the Engineer.

1.10 RELATION TO OTHER CONTRACTORS

- A. The Contractor shall so conduct his operations as not to interfere with or injure the work of other Contractors employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him.
- B. Should a contract for adjoining work be awarded to another Contractor, and should the work on one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being, and which shall continue, or whether the work of both

contracts shall continue at the same time and in what manner. In case territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, equipment or materials, as he may adjudge to be necessary or expedient, and in the best interest of the City. Any decision which the Engineer may make as to method and time of conducting work or the use of the territory shall not be made the basis of any claim for damage, but an extension of time may be claimed if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between the Contractor and other Contractors or workmen of the City in regard to adjoining work, shall be determined and adjudged by the Engineer.

1.11 CONSTRUCTION STAKES

- A. The location, alignment, elevation and grade of the work will be determined by the Engineer, who will set such stakes as are necessary to properly mark these elements. The Contractor shall assume full responsibility for detail dimensions and elevations measured from the lines, grades and elevations so established.
- B. The Engineer may require the Contractor, at the Contractor's expense, to provide such masts, scaffolds, batterboards, straightedges, templates or other devices as may be necessary to facilitate laying out, inspecting and constructing the work.
- C. The Contractor shall exercise proper care in the preservation of all stakes set for his use, or for the use of the Engineer, and if such stakes are injured, lost or removed by the Contractor's operations, the cost of resetting may be charged to the Contractor. The Department will be responsible for the accuracy of lines, slopes and grades established by the City, except that the Contractor shall not take advantage of any obvious errors or omissions.

1.12 SOIL CONDITIONS

- A. The Contractor shall make his own determination of the soil conditions and he shall complete the work in whatever materials, and under whatever conditions he may encounter or create, without extra cost of the City.

1.13 MATERIALS FURNISHED BY THE CITY

- A. When specified, the City of Birmingham may furnish materials at no cost to the Contractor. All other materials necessary to complete the project shall be furnished by the Contractor.
- B. Materials to be furnished by the City will be at the Department of Public Works Yard at Eton Road and Holland Avenue. The Department of Public Works will require the Contractor to provide a written authorization from the Engineer before releasing any materials. The Contractor shall load and transport all such materials from the Department of Public Works Yard to the construction site, at his own expense.
- C. The City may, at its discretion, furnish to the Contractor, any materials, supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials, supplies or transportation so furnished.

1.14 STORED MATERIAL

- A. Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted by the City, or by other Contractors in the City employ, or with street drainage, fire hydrants, or with access thereto, and not to hinder any more than may be necessary the ordinary pedestrian or vehicular traffic of the streets. Such material shall be stored in such a manner as to facilitate inspection.

1.15 REJECTED MATERIAL

- A. If any materials used in the work, brought upon the ground, or selected for use in the work shall be condemned by the Engineer on account of bad or improper workmanship, or as being unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove from the work or its vicinity, without delay, all such rejected or condemned material of whatever kind. Upon failure to do so within forty-eight (48) hours after having been so directed by the Engineer, the condemned material may be removed by the City and the cost of said removal deducted from any money that is then due, or that may thereafter become due to the Contractor. No payment shall be made until such materials, work or workmanship has been removed and proper materials and workmanship substituted therefore.

1.16 WATER SUPPLY

- A. Water for construction purposes may be taken from the City mains, at no charge, subject to the rules of the City Water Department. Special approval of the Engineer must be obtained prior to the opening of any fire hydrant.
- B. The Contractor shall provide for his employees an adequate supply of drinking water taken from the City mains.

1.17 SANITARY REGULATIONS

- A. Necessary convenience, properly secluded from public observation, shall be constructed where needed for the use of laborers on the work. Such conveniences shall be located, constructed and maintained, subject to the approval of the Engineer and the collections therein shall be removed at such times, and to such places as he shall direct. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the County Health Department.

1.18 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incident to the due and lawful prosecution of the work. Unless otherwise stated in these contract documents, there will be no charge for any permits required by the City of Birmingham.

1.19 LAWS AND ORDINANCES

- A. The Contractor shall keep himself fully informed of all local ordinances and regulations, state and national laws in any manner affecting the work herein specified. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, said ordinances, laws and regulations, and shall protect and indemnify the City and its duly authorized officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, etc.
- B. The Contractor shall obey and abide by all the laws of the State of Michigan and of the Federal Government relating to the employment of labor on public work and all Charter provisions and ordinances of the City of Birmingham regulating or in respect to public improvements.
- C. The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

1.20 PROPERTY AND SURVEY MONUMENTS

- A. Before any monuments or stakes marking the boundaries of property along or near the work are removed or disturbed, the Contractor shall notify the Engineer in sufficient time so that they can be properly located and reset.
- B. All precautions shall be taken to avoid disturbance of permanent survey monuments of any City, County or State authority, and when any of these are disturbed or destroyed, the Contractor shall restore them to the satisfaction of such authority and shall pay all costs incurred by such authority in connection therewith.

1.21 BUILDING AND OTHER STRUCTURES ENCOUNTERED

- A. Full responsibility shall be assumed by the Contractor for the protection of all buildings and other structures, public or private, including tracks, pavements, driveways, curbs, poles, signs, hydrants, underground pipes and conduits and other structures of every sort that may be encountered in or adjacent to the work.
- B. Wherever settlement or lateral movement of structures might occur, adequate underpinning or other means of support shall be installed. Where necessary, such support shall be installed in advance of construction.

1.22 PROTECTION TO TREES AND SHRUBBERY

- A. The Contractor shall take all prudent and feasible measures that will reduce or eliminate the impacts of development and construction on City owned trees. Trees or shrubbery shall be surrounded by protective cushioning, posts or fencing before construction work begins, if, in the judgment of the Staff Arborist, such precautions are necessary. Further detailed information is included in the supplemental specifications section of the contract if applicable.

1.23 DUST CONTROL

- A. All Contractors working on projects that require removal of the paved surface during construction shall provide dust control as directed by the Engineer, at no additional cost to the City. When weather conditions are such that dusty conditions can be created, the Contractor shall be prepared to take action. When dry conditions are declared by the Engineer, the Contractor shall have a water truck and calcium chloride on site at all times, to be applied as needed. The Contractor shall be pro-active with respect to applying dust control measures as needed.

1.24 PROTECTION AND RESTORATION OF PROPERTY

- A. The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequences of any act or omission on his part, or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may, after forty-eight (48) hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

1.25 RESPONSIBILITY FOR DAMAGE TO WORK

- A. The Contractor shall protect his work and materials from damage, due to the nature of the work, the action of the elements, the carelessness of other contractors, or from any cause whatever, until the completion and acceptance of the work. Should any damage occur, he shall repair or replace it at his own expense, and complete the work to the satisfaction of the Engineer.

1.26 INDEMNITY

- A. To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and any others working on behalf of the CITY OF BIRMINGHAM against, any and all claims demands, suites, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the CITY OF BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or other working on behalf of the CITY OF BIRMINGHAM.

1.27 INSURANCE

- A. The Contractor shall comply with the INSURANCE requirements set forth in the General Instructions to Bidders.

1.28 PUBLIC TRAVEL

- A. The Contractor shall at no additional compensation make suitable and adequate provisions, unless otherwise authorized by the Engineer, for the safe and free passage of persons and vehicles by, over or under the work while it is in progress.
- B. The Contractor shall obtain permission from the Engineering Department to close or block any street. The Contractor shall notify the Engineering Department at least four (4) hours before closing or blocking any street.

1.29 PUBLIC SAFETY

- A. The Contractor shall furnish, erect and maintain a good and sufficient fence, railing or barrier around all exposed portions of his work, to effectively prevent any accident in consequences of his operations and to protect the work. Such fences, railings and barriers shall be illuminated from sunset to sunrise by suitable and sufficient lights, flares or torches, in such a manner as to make them clearly visible to approaching pedestrians and/or traffic.
- B. When equipment and materials are located within the construction site, or within any public right-of-way, the public shall be safe-guarded by suitable and sufficient signs, lights, barricades or other means furnished and maintained by the Contractor.
- C. If any portion of the work is not properly barricaded, signed or lighted by one-half (1/2) hour after sunset, the necessary barricades, signs and lights may be placed by the City and all costs to the City for such work will be charged to the Contractor. The furnishing, erection and maintenance of barricades, signs and lights by the City will not relieve the Contractor of his responsibility for the protection of traffic and the work.
- D. The Contractor shall provide such traffic regulators and watchmen as are necessary to insure safe and convenient travel by the public and to protect the work.
- E. Barricades, signs and lights shall be erected in accordance with the provisions of the Michigan Manual of Uniform Traffic Control Devices.

1.30 MAINTAINING SERVICE TO DRAIN, WATER MAINS, ETC.

- A. The Contractor shall maintain in continuous and effective service all drains, sewers, watercourses and water mains touched during the progress of the work. If it should become necessary to temporarily divert or obstruct the flow of any watercourse or drain, written consent must first be obtained from the Engineer, and then the Contractor shall assume full responsibility for the consequences.

1.31 NOTIFICATION OF UTILITIES

- A. The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least three (3) full working days before commencing such excavating or disturbances.
- B. The rights are reserved to both the City and to the owners of public utilities or franchises to enter upon the work for the purpose of making repairs to their installations and making changes in their installations necessitated by the work.

1.32 SUBLETTING OR ASSIGNING

- A. The Contractor shall perform without subletting, at least twenty-five (25) percent of the work provided for in this contract, computed on the basis of cost.
- B. The subletting of any portion of the contract work shall be subject to approval by the Engineer, but such approval shall not relieve the Contractor of responsibility for the work of such Subcontractors who likewise shall be bound by all pertinent provisions of these specifications. Before any work is sublet, the Contractor shall satisfy the Engineer that the proposed Subcontractor is suitably equipped and experienced in that kind of work, and that he has proper financial resources to enable him to carry it out.
- C. No assignment by the Contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the approval of the Engineer, and the Surety has been given due notice of such assignment in writing.
- D. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

1.33 DISCHARGE OF EMPLOYEES

- A. The Contractor shall employ only competent, skillful persons to do the work. Whenever the Engineer notifies the Contractor in writing that, in their opinion, any employee on the work is incompetent, impertinent, disobedient, unfaithful, disorderly or otherwise unsatisfactory, that employee shall be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

1.34 PROSECUTION OF WORK

- A. The Contractor shall begin work in accordance with the detailed progress schedule after execution of the Contract by the City. He shall prosecute the work in the order given in the progress schedule, with force and equipment adequate to complete the major items, portions, or sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the progress schedule, or if it appears at any time that such work

is not being prosecuted in such manner as to insure its completion within the time specified, the Engineer shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to the progress schedule; with or without notice to the Surety, place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in his judgment is reasonable, and for such time as the plant and equipment are in service.

1.35 EXTENSION OF TIME

- A. If the Contractor is obstructed or delayed in the prosecution or completion of the work by reason of the neglect, delay or default of any other Contractor having a contract with the City for adjoining or contiguous work; by reason of any damage that may happen thereto by the unusual action of the elements; by reason of the abandonment of the work by the employees in a general strike; the Contractor shall have no claim of damages for any such cause or delay. He shall, however, be entitled to such extension of the time specified for the completion of the work as the Engineer shall determine to be just and proper, provided however, that such claim for such extension of time is made by the Contractor in writing to the Engineer within one (1) week from the time when any such cause for delay occurs.

1.36 SUNDAY AND HOLIDAY WORK

- A. No work shall be done on Sundays, or upon any days celebrated as holidays by the City of Birmingham, except in case of emergency, or to protect work from damage or injury. All Sunday or holiday work must have prior written approval of the Engineer.

1.37 NIGHT WORK

- A. No work shall be carried on from 7:00 p.m. to 7:00 a.m., except in case of emergency, or to protect from damage or injury work that has already been done. All night work must have the prior written approval of the Engineer. This provision does not apply to work covered under the provision entitled "shutting off water".

1.38 MEASUREMENT OF QUANTITIES

- A. Quantities of work completed under the contract will be measured by the Engineer according to United States standard measures. When material is measured by weight in tons, the unit shall be the ton of two thousand (2000) pounds.
- B. All longitudinal measurements for area of base courses, surface courses and pavements will be made along the actual surface of the roadway. For all transverse measurements for area of base courses, surface courses and pavement, the dimensions used in calculating the pay area shall be the neat dimensions provided in the plans or by authorization.
- C. Structures will be measured according to neat lines provided on the plans or by authorization.
- D. All materials which are specified for measurement by the cubic yard "Loose Measure" will be measured at the location where used on the project under construction, unless otherwise provided.

1.39 CLEANING UP

- A. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises which he has occupied during the construction period.
- B. Before the time of the final estimate, the Contractor shall remove from the premises, debris, rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such a manner as the Engineer may require.

- C. Before leaving the grounds, the Contractor shall replace and put in good repair all fences, telephone poles and lines, roadways and other property that may have been damaged by him in the progress of the work.

1.40 ENVIRONMENTAL PROTECTION

- A. Contractor shall at all times be responsible to insure that no chemicals, pollutants or other harmful or hazardous materials are spilled, discharged or otherwise released into the environment or onto City property, rights-of-way or into the storm or sanitary systems. Should such a release occur, Contractor shall immediately take action to extract the contaminants and prevent further exposure and damage. Contractor shall immediately contact the City and all other required governmental agencies to assess and determine the necessary and appropriate remediation activities. Contractor shall be responsible for all costs and damages stemming from the release including, but not limited to, the cost to remove and dispose of the contaminant, repair/replace/restore the affected areas, and all costs incurred by the City or governmental agency in response.

1.41 UNNOTICED DEFECTS

- A. Any defective work or material that may be discovered by the Engineer before the final acceptance of the work, or before final payment has been made, shall be removed and replaced by work and material which conform to the specifications. Failure to neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

1.42 FINAL INSPECTION

- A. As soon as practicable, after the completion of all the work covered by the Contract, the Engineer shall make the final inspection of the work. If the work is found to comply with all the terms of the Contract plans and specifications, the Engineer shall accept the completed work with reasonable promptness. If the work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor as to the particular defects to be remedied before final acceptance.
- B. If within a period of ten (10) days after such notification the Contractor has not taken steps to speedily complete the work as outlined by the Engineer, the Engineer may, without further notice to the Contractor and without in any way impairing the Contractor, make such arrangements as he may deem necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due, or which may become due the Contractor.
- C. Use by the City or public of all or any part of the work before acceptance shall not be construed as acceptance of the part used.

1.43 PAYMENTS

- A. Partial payments will be made monthly on the basis of the value of work completed during the estimated period, less the percentages retained as specified herein, provided the work is progressing in accordance with the progress schedule, provided the contract provisions are being fulfilled, and provided the time of completion has not elapsed.
- B. The Contractor shall be responsible to submit requests for partial payments in writing by completing the Request for Partial Payment form supplied in the contract and/or by the City with the attached appropriate quantities as measured or estimated by the Superintendent.
- C. Request for Final Payment shall be made by an officer of the company submitting final quantities to the Engineer based upon the value of the work performed and materials completed in

accordance with the contract. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, "Contractor's Affidavit", stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.

- D. If the Contractor fails to submit a request for a payment, as specified, the Engineer may at his (her) discretion prepare a Contractor's Estimate for such payment.
 - E. When submitting a request for partial or final payment, the Contractor shall complete the appropriate forms as included in Section 140 of the Contract. When requesting a partial payment, the Contractor shall submit the "Request for Partial Payment" form and the "Sworn Statement" form. When requesting final payment, the Contractor shall complete the "Request for Final Payment" form and the "Sworn Statement" form.
 - F. When the Contractor determines that work will need to be completed outside of the specified pay items, the "Work Directive" form shall be submitted to the Engineer and approved prior to said work commencing.
 - G. Except as hereinafter provided, the City will retain ten (10) percent from the partial payments of the amount earned up to fifty (50) percent of the Contract price. After fifty (50) percent of the Contract work is in place, the City will not hold additional retainage, unless the Engineer determines that the Contractor is not making satisfactory progress. If the Engineer determines the Contractor is not making satisfactory progress, the City may retain up to ten (10) percent of the value of the work over fifty (50) percent of the Contract price.
 - H. After final acceptance of the Contract work by the Engineer, he shall process a final estimate for the total amount due the Contractor, less the total amount of all previous payments. Except as hereinafter provided, the total amount due the Contractor shall include interest earned on retained amounts from partial payments.
 - I. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, affidavit or certificate, stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.
 - J. In case evidence exists that all bills with respect to the work have not been paid in full, the Engineer may retain out of any amounts due the Contractor, sufficient sums to cover all such unpaid bills.
 - K. Except as hereinafter provided, and at the City's option, a dispute regarding the percent retained from partial payments or regarding payment of interest on retained amounts, shall be settled in accordance with the provisions of Act 524 of the Public Acts of Michigan for 1980.
 - L. For a Contract having a dollar value of less than \$30,000.00, or a Contract having three (3) months or less between the date of the Contractor and the Contract Time of Completion:
 - 1. The City will retain ten (10) percent of the amount earned from partial payments.
 - 2. The City will not pay interest on amounts retained from partial payments.
 - 3. The provision to settle disputes in accordance with Act 524 will not apply.
- 1.44 SETTLEMENT OF DISPUTES
- A. Any controversy of claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suite in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be

settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suite in the Oakland County Circuit Court or the 48th District Court.

1.45 MAINTENANCE AND GUARANTY

- A. The Contractor shall guarantee all the work furnished under this Contract against all defects in workmanship and materials, and incidental damage to other property, for a period of one (1) year following the date of the final acceptance of the work by the City. The Performance Bond shall fully cover all guarantees contained in this article.

1.46 CONFLICT OF INTEREST

- A. The Contractor shall not directly or indirectly employ or otherwise use a City official of the City of Birmingham in conjunction with this contract. If subsequent to entering into the Contract a City official, a spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

1.47 INSPECTOR CREW DAYS

- A. It shall be the responsibility of the bidder to extend as a bid item in his proposal, when called for, the number of inspection crew days he requires for the completion of the project, times the unit price for inspection. The basis of computing crew days shall be as follows:

Total Hours Worked	Crew Days Charged
When an Inspector reports to the project and the Contractor decides not to work, or does not appear to work, weather permitting.	-One-half (1/2) crew day
Under four (4) hours	-One-half (1/2) crew day
Four (4) hours or more	-One (1) crew day
Over Eight (8) hours or more	- Three eights (3/8) crewday for each two hour or part thereof

- B. The above hours are only for the usual working days of Monday through Saturday.
- C. All Sunday work shall multiply the number of crew days by a factor of 2.0.
- D. All holiday work shall multiply the number of crew days by a factor of 2.0. Holiday work shall include all legal holidays, and any other days when the Municipal Building of the City of Birmingham is officially closed.
- E. The amount bid shall be included in comparative evaluation of the bids. OMISSION OF THIS ITEM, WHEN CALLED FOR, SHALL BE CAUSE FOR REJECTION OF THE BID.
- F. The City of Birmingham will bill the Contractor six hundred fifty (\$650) dollars per day for each day they require inspection according to the Engineer. The bill must be paid monthly to the City

of Birmingham Treasurer. A thirty (30) day grace period will be provided in which to pay the inspection bill, after which a 1% per month late fee will be assessed. All inspection bills must be paid prior to issuance of final payment.

- G. In the event that the number of crew days required is less than the amount bid, the excess shall be paid to the Contractor at the end of the project. If the number of days required is more than the amount bid, the pay item shall remain as the amount bid, and all days used shall be due to the City prior to final payment.
- H. If the quantity of work under the Contract varies from that stated in the Proposal, the number of "crew days" allowed under the bid item shall be increased or decreased in proportion to changes in the total value of work under the Contract. This revision in the number of crew days shall be agreed upon at the time the Contract quantities are revised.
- I. The Contractor shall give the City Engineer at least twenty-four (24) hours notice, exclusive of Sundays or holidays, when the project requires an increase or decrease in the number of Inspectors. Failure to observe this requirement will either necessitate the charging of one-half (1/2) crew day if the Inspector appears on the project, or the halting of all additional work until an Inspector is available. Unless the Inspector is notified in advance, crew days will be charged when an Inspector appears on a project and the Contractor decides not to work.
- J. A separate crew day shall be charged for each and every Inspector or Engineer employed on a project for inspection purposes.
- K. The number of Inspectors or Engineers required for the complete inspection of any project shall be as determined by the City Engineer.
- L. One (1) Inspector or Engineer shall be assigned to each construction crew or each operation listed below:
 - 1. General
 - a. Material Testing (not the operations done by a testing laboratory).
 - b. Checking barricades and lighting.
 - c. Checking maintenance of traffic.
 - d. Emergency conditions, as determined by the Engineer.
 - e. Measuring quantities when said measurements are taken during one of the operations included within this list.
 - 2. Clean-Up and Complaints
 - a. Replacement of driveways, sidewalks, pavement, etc.
 - b. Checking restoration and answering complaints.
 - 3. Water Mains and Appurtenances
 - a. Excavation.
 - b. Laying of Mains.
 - c. Installing Valves and Hydrants.
 - d. Tunneling, Jacking or Boring of Water Mains.
 - e. Backfilling of Trenches.

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- f. Restoration of Existing Conditions.
 - g. Cleanup.
 - h. Pressure Testing.
 - i. Cleansing and Disinfecting.
 - j. Checking final installation for conformance to specifications prior to releasing for connections to be made.
 - k. The same Inspector may inspect the installation of hydrants, thrust blocks, gate wells, etc., in the proximity of the pipe laying operations, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.
4. Concrete Pavement
- a. Excavation and Preparation of the Site.
 - b. Mucking and Filling Ditches.
 - c. Pavement Removal.
 - d. Subgrade Preparation and Fine Grading.
 - e. Adjusting and Reconstructing Existing Structures.
 - f. Sub-Base Construction.
 - g. Checking Form Alignment and Grade.
 - h. Placing of Concrete.
 - i. Constructing Compression Cylinders.
 - j. Finishing of Concrete.
 - k. Placing of Cold Weather Protection.
 - l. Sawing and Sealing.
 - m. Finish Grading.
 - n. Coring Finished Pavement (One (1) crew day will be charged for each twelve (12) cores taken).
 - o. Adjusting Existing Driveways and Sidewalks.
 - p. Seeding and Mulching.
 - q. Restoration.
 - r. Site Clean-Up.
 - s. Checking final pavement prior to final acceptance for conformance to specifications.
5. Sanitary, Combined, and Storm Sewers, and Appurtenances
- a. Excavation and Preparation of the Site.
 - b. Checking Sewer Pipe.
 - c. Installing Pipe Bed.
 - d. Laying Pipe.

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- e. Installing House Leads.
 - f. Tunneling, Jacking or Boring of Sewer.
 - i. Mining Operation:
 - ii. Placement of Concrete:
 - One (1) Inspector in Tunnel.
 - One (1) Inspector Top Side.
 - g. Constructing Manholes, Catch Basins, Inlets.
 - h. Backfilling.
 - i. Restoration.
 - j. Infiltration or Ex-Filtration Tests.
 - k. Site Clean-Up.
 - l. Final checking of sewers prior to releasing for connections to be made or placing in service.
 - m. The same Inspector may inspect the installation of manholes, catch basins, inlets, etc., in the proximity of the pipe laying operation, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.
6. Reinforced Concrete Structures
- a. Excavation for Structure.
 - b. Sheeting.
 - c. Checking Forms and Resteel.
 - d. Placing of Concrete.
 - e. Backfilling Around Structures.
 - f. Checking Installation of Equipment.
7. Asphalt Paving and Pavement Resurfacing
- a. Excavation.
 - b. Preparation of Subgrade.
 - c. Construction of Base.
 - d. Preparation of Existing Pavement.
 - e. Priming Base Course.
 - f. Construction of Bituminous Concrete Pavement or Surface.
 - g. Checking of Material.
 - h. Checking of Asphalt Plants.
 - i. Checking of Final Pavement for Conformance to Specifications.
 - j. Restoration.
 - k. Site Clean-Up.

M. Inspection rates for crew days will be charged as follows:

1. Half Day = \$325.00
2. Full Day = \$650.00

N. No payment on inspector crew days shall occur while the project is in progress. Upon final evaluation and inspection approval inspector crew days will be calculated and paid along with the final payment of the project to the contractor.

END OF SECTION

SECTION 710
PORTLAND CEMENT CONCRETE PAVEMENT CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the furnishing and placement of ready mixed Portland Cement Concrete (PCC) pavement and curbs and gutter.

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

- A. Contractor shall submit proposed mix design for all PCC pavements to be supplied on this project.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 CONCRETE

- A. Provide materials in accordance with subsection 602.02 of the Standard Specifications for Construction and the contract. Concrete Grade 3500HP requires optimized aggregate gradation and 25 to 40 percent replacement of the Portland cement in the concrete mixture with a supplementary cementitious material (slag cement, fly ash). Do not use other concrete Grades or Types In lieu of Grade 3500HP. Prepare the optimized aggregate gradation and perform process control according to the procedure for Optimized Aggregate Gradation included in the contract.
- B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR) and for air entraining requirements.
- C. Concrete provided on this project shall be Ready Mixed Concrete; central mixed or transit mixed concrete is permitted. The source of ready mixed concrete shall be approved by the Engineer.
- D. Admixtures - Admixtures shall be used only when specified or authorized by the Engineer.
- E. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed in the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.
- F. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 AGGREGATE BASE COURSE

- A. Unless otherwise specified on the drawings, or in the specifications, the aggregate base course to support the PCC pavement shall be MDOT 21AA crushed limestone compacted to 95% of the maximum modified proctor density.

PART 3. CONSTRUCTION

3.01 EXAMINATION

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 EQUIPMENT

- A. All equipment used in the construction of the work shall be inspected and shall meet approval of the Engineer prior to start of construction. All equipment, tools and machinery shall be maintained in a satisfactory working condition.

3.03 MAINTAINING TRAFFIC

- A. The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices (MUTCD).
- B. The Contractor shall at all times allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction, however, the Contractor shall provide for temporary crossings and crossovers over the work partially completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

3.04 CONCRETE PAVEMENT REMOVAL

- A. Caution shall be exercised during pavement breaking operations, and the use of a crane and ball type pavement breaker will not be permitted. Equipment used for this work shall be such as will not cause damage to adjacent buildings and underground utilities.
- B. Concrete pavement removal will be paid for at the contract unit price per square yard, which shall include the removal of adjacent curb or curb and gutter, and any asphaltic concrete surfacing. No additional payment will be made for pavement removal with reinforcing.

3.05 CUTTING TREE ROOTS

- A. Tree roots larger than two (2) inches in diameter shall not be cut beyond a point three (3) inches in back of the proposed curb line, and no tree roots shall be cut beyond a point twelve (12) inches in back of the proposed curb line. The above limits may be exceeded only with specific authorization by the City Parks and Recreation Department.

3.06 EXCAVATION

- A. All earth and other material shall be excavated for the full depth and width of the cross section, as given on the plans.
- B. Trees and stumps to be removed will be removed by the City at no cost to the Contractor. Removing and disposing of shrubs, brush and trees or stumps less than four (4) inches in diameter shall be considered as incidental to the work of excavation.
- C. The Contractor shall rough grade as close as possible to finished subgrade, leaving a minimum to be removed in fine grading.
- D. Excavation material shall be disposed of by the Contractor in the following order of preference:
 - 1. Along the site of the work to fill requirements of the work.
 - 2. At the Contractor's own dump sites.
- E. Excavation will be determined by the average end area method of all material included above the base between backs of curbs, or edges of pavement where no curb is constructed. Excavation and

fill required from curb to property line will be classed as grading. Concrete pavement removal and other items included in separate pay items will be deducted from excavation. Asphalt removal will be considered part of excavation.

- F. Excavation for manholes, catch basins, inlets and gate wells shall be included in the price bid for these items.
- G. All excavated material stored along the line of work between curb and sidewalk on improved lawns shall not be left longer than forty-eight (48) hours. Said lawns or otherwise improved parkway shall be left in a neat and clean state within the specified forty-eight (48) hours.
- H. Excavated material removed in fine grading or any other operations shall be removed from any completed pavement slab, before any slab is opened for traffic whatsoever, including Contractor's equipment.

3.07 PREPARATION OF SUBGRADE

- A. The subgrade shall be smoothed, trimmed and compacted in the required line, grade and cross section to receive the pavement. The roadbed shall be compacted to at least ninety-five (95) percent of the maximum unit weight. The subgrade thus formed shall be maintained in a smooth and compacted condition until pavement has been placed. Should the subgrade between the forms become rutted or disturbed in any manner, the subgrade shall be reshaped and compacted as specified herein.
- B. On large patches, compaction shall be accomplished by self-propelled steel wheeled or a pneumatic-tired roller weighing not less than five (5) tons or a self-propelled vibratory compactor of adequate size to compact the subgrade to the required density. On smaller patches that will not allow the use of a roller, compaction shall be accomplished by a hydraulic hoe-pack or a self-propelled vibratory compactor of adequate size to compact the subgrade to the required density.
- C. No concrete shall be placed on the subgrade until the subgrade has been approved by the Engineer.
- D. The cost for preparation of subgrade will be paid for under the items "Earth Excavation" or "Station Grading", as noted in the Proposal, and not as a separate pay item.
- E. The roadbed and adjacent grade shall be maintained in such condition that the work will be well drained at all times. If it is necessary, in the prosecution of the work, to interrupt existing surface drainage, sewers or underdrainage, then temporary drainage facilities shall be provided until the permanent drainage work is completed. The construction of all temporary drainage facilities shall be considered as incidental to the construction of the project.
- F. The Contractor shall perform a proof roll on the subgrade, to be witnessed by the Engineer to determine if there are areas that are unstable or need additional compaction. Proof rolling of subgrade shall be performed with a pneumatic-tired rolling equipment, developing a load of thirty (30) to fifty (50) tons. In a systematic manner acceptable to the Engineer, the equipment shall perform a minimum of three (3) passes over the designated areas(s). When proof rolling of the subgrade shows an area to be unstable as determined by the Engineer, the unstable material shall be removed and replaced to the limits designated by the Engineer.

3.08 INSTALLING ROADWAY BASE

- A. Aggregate base shall be placed on streets, roadways, shoulders and driveways at the thickness shown on the drawings in not more than 6" layers. Such surface shall be compacted to 95% density and shall meet lines and grades established on the drawings or meeting existing pavements. Aggregate shall be 8 inches thick 21AA limestone.

- B. The aggregate base shall not be placed if the subgrade is saturated.

3.09 ADJUSTING CASTINGS

- A. Existing manholes, water valve gate wells, catch basins and other like surface structures shall be raised, lowered, shifted in alignment or reconstructed if necessary to fit the proposed line or grade. This work will be paid for at the unit price as bid in the proposal. If there are no work items listed in the proposal for this work, it shall be considered incidental to the other work of the project.

3.10 FORMS

- A. Forms shall be of metal, of any approved section which will insure their rigidity under the impact, thrust and weight of the heaviest machine carried on them.
- B. Forms shall have a minimum length of ten (10) feet, and shall have a depth not less than the edge thickness of the work prescribed. Forms with a height of eight (8) inches or more shall have a base width of at least eight (8) inches. Other forms shall have a minimum base width of six (6) inches. The forms shall be straight, free from distortion and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge.
- C. Flexible forms and hand finishing will be required on all pavement where the edge of pavement radius is less than two hundred (200) feet.
- D. When tree roots may not be cut enough to allow room to use forms as specified above, wood forms (planks) may be used.
- E. The method of connections between form sections shall be such that a locked joint is formed free from vertical movement in excess of one-eighth (1/8) of an inch and horizontal movement in excess of one-quarter (1/4) of an inch under the impact, thrust and weight of the heaviest machine carried on the forms. Each form shall be fully pinned with pins of an adequate length, and the soil under the forms shall be thoroughly compacted by use of a mechanical form tamper or vibrator.
- F. All forms shall be thoroughly cleaned and oiled before concrete is placed against them.
- G. When applicable, forms shall be set at least three hundred (300) feet in advance of the paver, in order to allow ample time for inspection and checking prior to the placing of concrete.

3.11 POURING CONCRETE

- A. The roadway base and subgrade shall be in a moist condition, but not saturated, at the time concrete is placed.
- B. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible, and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.
- C. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete; all reinforcing steel shall be secured in its proper locations and shall be inspected and approved by the Engineer.

- D. Concrete shall be worked into all the recesses and corners of the forms and closely compacted around the reinforcing steel by means of thorough spading or an approved method of mechanical vibration.
- E. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected in freezing weather by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.
- F. No concrete shall be poured on a frozen, dry, saturated, or uncompacted subgrade.
- G. If more than 90 minutes have elapsed since batch time, as documented on the load ticket from the concrete plant, the concrete load shall be rejected by the Engineer.

3.12 PAVEMENT CONSTRUCTION

- A. Concrete shall be placed only on subgrade prepared as previously specified. After the concrete has been deposited, it shall be struck off and consolidated by an approved finishing machine to such an elevation that when all finishing operations are completed, the surface will conform to the required finished grade. While striking off, a uniform ridge of concrete at least two (2) inches above the finished pavement grade shall be maintained ahead of the screed for its entire length. In consolidating, the finishing machine shall operate over each section of the pavement at least twice. Only sufficient mortar shall be worked to the surface to provide for a dense smooth finish. Excessive operation of the machine over a given area will not be permitted. Segregated particles of coarse aggregate, which may collect in front of the screed, shall be thoroughly mixed by hand with the mass of concrete already on the subgrade.
- B. The concrete shall then be floated by means of a hand operated wood or magnesium float not less than five (5) feet long.
- C. As soon as the above operations are completed, all laitance, surplus water and inert materials shall be worked entirely off the pavement, and the surface made smooth by scraping or dragging with a rigid straightedge ten (10) feet in length.
- D. The straightedge shall be placed at the center of the slab, with the blade parallel to the centerline, and pulled slowly and uniformly to the edge. This operation shall be repeated until the surface of the concrete is free from irregularities and makes contact at all points with the bottom of the straightedge. The straightedge shall then be moved forward one-half (1/2) its length and the operations repeated.
- E. Depressions found in the surface shall be filled with fresh concrete and consolidated by floating with long handled float not less than five (5) feet in length. This float may also be used to smooth sections of the surface that may have become rough or torn by scraping the straightedge. Where a wood float does not give satisfactory surface, the Contractor will be required to provide metal or metal-shod long handled floats.
- F. The surface will then be tested for smoothness with the straightedge. During this operation, the contact of the straightedge with the concrete shall be uniform over the entire length tested. At the time of testing, the surface shall be free from soft mortar or excessive water.
- G. As soon as all excessive moisture has disappeared, and while it is still possible to produce a uniform surface of gritty texture, the pavement shall be finished by dragging a seamless strip of damp burlap or cotton fabric, not less than five (5) feet, nor more than six (6) feet in width, over the full width of the pavement. The fabric shall be renewed as often as necessary, to obtain the required texture.

- H. Transverse connection joints shall be raised one-eighth (1/8) inch above the slab and finished with a notched wood float, not less than five (5) feet long, to eliminate high or low spots following burlapping. The edge next to all expansion and construction joints shall be rounded with a finishing tool having a radius of one-quarter (1/4) inch.
- I. The finishing of the surface and any joints shall be done from a bridge which does not touch the concrete at any point. The finished concrete shall be free from porous or open spots; no portion of the surface shall vary more than one-quarter (1/4) inch below a straightedge ten (10) feet in length laid on the pavement parallel to the centerline of the street.
- J. Immediately following final finishing operations, the gutter line shall be water tested to assure uniform grade and complete drainage.
- K. Should any unevenness appear in the surface of the pavement more than allowed by the Specifications, the Contractor shall at once take measures to eliminate such unevenness. After the concrete has obtained its initial set, no depressions shall be fixed by filling with concrete. In case the unevenness covers a large area of the slab, then the entire slab shall be removed and replaced with new concrete.
- L. Any laitance deposited on pavement shall be immediately cleaned off.
- M. The paving mixer will not be permitted on completed pavement and vehicles will be permitted only after the concrete has obtained a compressive strength of 3500 psi. Any equipment wheels (including finishing machine) shall operate at least one (1) foot from the edge of the pavement.

3.13 JOINTS

- A. Pre-molded bituminous expansion joints, construction joints, pre-molded bituminous contraction joints and sawed longitudinal contraction joints shall be placed in all pavements. All of the above mentioned joints shall be included in the price bid per square yard of pavement. Care must be exercised in joint construction, to insure vertical planes and complete separation at the joint.
- B. Expansion Joints - Expansion joints shall be one (1) inch thick and of the pre-molded non-extruding bituminous fiber filler type. Joints shall be perpendicular to the subgrade and extend entirely through the concrete to between one-quarter (1/4) inch and one-half (1/2) inch below the top of the pavement. Expansion joint material shall bear uniformly on subgrade. After the concrete has set, and before the pavement has been opened to traffic, the joint shall be thoroughly cleaned and filled to the surface of the pavement with a hot poured rubber-asphalt type joint sealer.
- C. Contraction Joints - Transverse contraction joints shall be made of pre-molded bituminous material one-quarter (1/4) inch thick. Contraction joints shall be edged at the curb. Contraction joints shall be properly aligned and shall butt against adjacent sections, with no space between ends.
- D. All the longitudinal contraction joints shall be cut with a self-propelled concrete saw to a width and depth as shown on the plans, prior to any traffic being permitted on the new pavement. Sawed joints shall be cleaned by washing and blowing out with air immediately after sawing, and permitted to dry out at least twenty-four (24) hours prior to sealing. Joints shall be sealed with a hot poured rubber asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.
- E. If the Contractor elects to construct a full width pavement with a center longitudinal contraction joint, said joint shall be cut in more than twelve (12) hours, and no more than thirty (30) hours after the pouring and finishing of that part of the pavement.

- F. Construction Joints - Longitudinal construction joints shall be placed as shown on plans. Construction joints shall also be placed at the ends of all pours, and at places where paving operations are stopped for a period of more than one-half (1/2) hour, except where such pours end at expansion joints. The second pour of concrete shall be edged with a longer lipped edging tool than the first concrete pour. Joints shall be sealed with a hot poured rubber-asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.

3.14 REMOVAL OF FORMS

- A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed and in such a manner that no damage will be done to the edge of the pavement.
- B. After the forms have been removed, the ends of all joints shall be cleaned and all honeycombed areas pointed.
- C. The sides of the pavement shall be covered with curing material, or with at least twelve (12) inches of wetted earth, wetted straw or other suitable curing agent, except where honeycombed areas are to be pointed. Such areas shall be covered with wetted burlap until the pointing has been completed, at which time they shall be cured as specified above.

3.15 WHITE MEMBRANOUS CURING

- A. After finishing operations have been complete, and immediately after the free water has left the surface, the surface of the pour shall be completely coated and sealed with a uniform layer of white membranous curing compound.
- B. The compound shall be applied in continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than two (2) gallons per twenty five (25) square yards of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.
- C. If rain falls on the newly coated pavement before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

3.16 CLEAN-UP AND GRADING

- A. The Contractor shall perform final grading the area between the edge of the new pavement and the sidewalk, or the property line if there is no sidewalk. This area shall be graded to drain to the curb.
- B. Wherever lawn areas are unnecessarily damaged by the Contractor, he will be required to repair any such areas at his own expense.

3.17 GRADING AT INTERSECTIONS

- A. The Contractor shall grade from the completed paving at a grade not exceeding one (1) inch in twenty (20) inches at all places where the paving adjoins the roadways. At existing roadways, the re-graded area shall be finished with the same type of material as removed. At places where paving adjoins gravel or gravel treated roadways, the regarded area shall be finished with a road gravel at a minimum thickness of six (6) inches compacted. However, the Contractor will not be required to replace any oil treatment or seal coat.
- B. There will be no additional payment for this work, and the cost of such should be included in the price bid for the concrete pavement.

3.18 CURB, CURB AND GUTTER

- A. Joints in integral curb shall line up with, and be the same type as, those in the concrete pavement.
- B. Joints in separate straight curb and in curb and gutter shall line up with, and be the same type as, those in adjacent concrete pavement, but spacing shall in no case exceed ten (10) feet. The Contractor shall use face forms on all straight curbs.
- C. The face and top of the curb shall be finished smooth and true to line, grade and cross section. No more troweling than necessary shall be done. Prior to the initial set of the concrete, the curb face shall be lightly brushed to give a slightly roughened surface. The curb shall be dropped to within (1) inch of the gutter at integral curb shall proceed simultaneously and follow immediately the placing of pavement concrete.
- D. Form excavations on the street side of curb and gutter sections shall be backfilled with road gravel and thoroughly compacted.

3.19 DRIVES

- A. The Contractor shall remove and replace, or construct gravel, asphalt or concrete drives adjacent to new construction where designated by the Engineer.
- B. Drives shall be constructed on a uniform slope from the gutter to the sidewalk, property line or place designated by the Engineer.
- C. Gravel Drives - The existing material shall be excavated and road gravel placed at a minimum thickness of six (6) inches compacted.
- D. Asphalt Drives - The existing material shall be excavated, and a minimum thickness of two (2) inches of hot mix asphalt pavement placed on a road gravel base, with a minimum compacted thickness of five (5) inches. A neat joint shall be cut when meeting existing asphaltic concrete.
- E. Concrete Drives - Concrete drives shall be six (6) inches thick, unless otherwise designated. A portion of an existing concrete drive to be removed shall be removed to an existing joint, or to a joint made with a concrete saw. Concrete drives shall be constructed in accordance with the procedures and specifications for Cement Concrete Pavement.
- F. Payment will be made at the contract unit price per square yard, and for the designated thickness, which will be payment-in-full for excavating material other than concrete, and for constructing the drive complete.
- G. Payment for concrete removal will be made at the contract unit price per square yard. Payment for saw cutting will be made at the contract unit price per lineal foot.

3.20 CONCRETE HEADERS

- A. Concrete end headers (City of Birmingham Standard Paving Det. #10) shall be placed at the end of all pavements, including street returns not connecting with concrete or asphaltic concrete pavements.
- B. Payment will be made at the contract unit price per square yard for the adjoining concrete pavement.

3.21 SAW CUTTING

- A. Payment for saw cutting will be made at the contract unit price per lineal foot for saw cutting designated on the plans, or designated by the Engineer.

- B. No additional payment will be made for saw cutting pavement joints or for saw cutting done for the Contractor's convenience.

3.22 DAMAGE BY CONSTRUCTION

- A. Sidewalks, driveways, etc., unnecessarily damaged by construction operations shall be repaired or replaced as directed by the Engineer, at no additional cost to the City.

3.23 MEASUREMENT AND PAYMENT

- A. Concrete pavement will be paid for at the contract unit price per square yard, which will be payment in full for furnishing all materials (not including pavement reinforcement), dowels, tie bars, joint dowel hook bolts, and all joint materials; laying, curing and protecting the concrete; constructing the pavement complete; grading at intersections; and maintaining traffic.
- B. Payment for integral curb will be included in the contract unit price per square yard for concrete pavement with integral curb.

END OF SECTION

SECTION 711
PORTLAND CEMENT CONCRETE DURABILITY REQUIREMENTS

PART 1. GENERAL

1.03 SUMMARY

- A. All Portland cement concrete mixtures supplied by the Contractor for this project shall have been tested under this specification and shown to be resistant to excessive expansion caused by alkali-silica reactivity (ASR) and provides adequate air entrainment for freeze thaw durability. The contractor shall construct the project with practices outlined in this specification.
- B. All labor, materials, equipment, supervision and incidentals required for complying with the requirements of this section shall be incidental to the other work of this project.

1.04 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.05 SUBMITTALS

- A. Contractor shall submit proposed mix design for all Portland cement concrete mixtures to be supplied on this project.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.03 PORTLAND CEMENT CONCRETE MIXTURE COMPONENTS

- | | |
|--------------------------------|-------------------|
| A. Portland cement | ASTM C-150 |
| B. Fine Aggregate | ASTM C-33 |
| C. Coarse Aggregate | ASTM C-33 |
| D. Fly Ash, Class F | ASTM C-618 |
| E. Slag Cement, Grade 100, 120 | ASTM C-689 |
| F. Silica Fume | ASTM C-1240 |
| G. Blended Cements | ASTM C-595 |
| H. Air Entraining Admixtures | ASTM C-260 |
| I. Chemical Admixtures | ASTM C-494 |
| J. White Membrane Cure | ASTM C-309 Type 2 |

PART 3. EXECUTION

3.03 ALKALI-SILICA REACTIVITY

- A. Provide documentation to the Engineer that the concrete mixture does not present the potential for deleterious expansion caused by alkali-silica reactivity (ASR). Provide current ASR test results (valid for 2 years from completion of testing), for the fine aggregate that is proposed to be used in the concrete, from an independent testing laboratory proficient in ASR testing. The independent

testing laboratory must certify in writing, including a signed statement that all testing was conducted in accordance with the designated standard test procedures, described herein. Test results must conform to the specified criterion for one of the following standard test methods. ASR testing is not required for concrete pavement repairs and temporary concrete pavements. Use the Rounding Method described in ASTM E 29 when determining significant digits for reporting expansion test results.

1. Method 1. ASTM C 1293. Concrete Prism Test.

If the expansion of concrete prisms is not greater than 0.040 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered non-deleterious to ASR and may be used in the JMF.

2. Method 2. ASTM C 1567. Mortar Bar Test.

If no previous test data are available for the fine aggregate that shows it is resistant to ASR using Method 1, above, replace 25 to 40 percent of the Portland cement in the concrete mixture with a supplementary cementitious material. A blended cement meeting the requirements of ASTM C 595 containing the above Portland cement and supplementary cementitious material proportions may also be used.

Demonstrate the ability of the supplementary cementitious material to control the deleterious expansion caused by ASR by molding and testing mortar bars according to the standard test method described in ASTM C 1567 using the mix proportions and constituent sources for both the aggregates and the cementitious materials that will be used for the project. Make at least three test specimens for each cementitious materials-aggregate combination. If the average of three mortar bars for a given cementitious materials-aggregate combination produces an expansion less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the JMF associated with that combination will be considered non-deleterious to ASR. If the average expansion is 0.10 percent (rounded to the nearest 0.01 percent) or greater, the JMF associated with that combination will be considered not sufficient to control the deleterious expansion caused by ASR and the JMF will be rejected.

3. Method 3. ASTM C 1260. Mortar Bar Test.

If the expansion of the mortarbars is less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the fine aggregate is considered non-deleterious to ASR and may be used in the concrete without the need for ASR mitigation. The Engineer will not approve the use of the JMF if the expansion exceeds the respective threshold limits for the respective ASTM test method used.

3.04 QUALITY CONTROL

- A. The Owner and Contractor shall monitor the concrete that is delivered to the project site so as to insure that the approved mix design is being followed. The supplier shall include on the delivery ticket for each batch of concrete delivered to the job, the identification and proportions of each material batched. In lieu of individual batch tickets a detailed summary report showing the batch weights for each load may be submitted, at the end of each production shift, provided that individual ticket information is supplied upon request for inspection and testing personnel.
- B. When concrete is placed during cold weather, below 40 degrees F, the use of accelerators, heated aggregates, silica fume and/or additional forms of cold weather protection will be required. Cold weather will not eliminate the requirement for furnishing and placing a concrete mix that is considered resistant to ASR attack.

- C. Prior to cool weather placement, temperatures between 40 and 60 degrees F, the set time of the proposed mix shall be verified under anticipated field conditions. This information shall be used when scheduling pours and saw crews.

3.05 AIR ENTRAINMENT

- A. Air entrainment shall be accomplished by addition of an approved air entraining agent. Air content as determined by ASTM C 231 or ASTM C 173, shall be determined on each day of production as early and as frequently as necessary until the air content is consistently acceptable. Acceptance testing for air content shall be on the grade ahead of the placement operation.
- B. Paver placement:
 - 1. The target air content of the in-place finished plastic concrete is 6.0%. During production acceptance will be at the point of acceptance sampled ahead of the paver, the target value referred to as the Acceptance Air Content (AAC). The AAC will be determined by the air loss actually experienced during transportation, consolidation and placement of the concrete. The difference between the as-produced concrete in front of the paver and the in-place air content will be considered the air loss. The AAC for the project will be 6.0% plus an amount equal to the air loss.
 - 2. To establish the initial target AAC on the first day of paving, the first load shall be tested at the plant. For up to the first ten loads, the AAC measured prior to placement shall be at least 8.0% and no more than 12.0%. After initial testing at the plant at least two sample sets shall be tested to determine the actual air loss during placement. A set shall consist of two samples of concrete from the same batch, one taken at the point of discharge and the other from the in-place concrete behind the paver. The air loss from the two sets shall be averaged and added to 6.0% to establish the AAC (rounded to the next higher 0.5%). The project acceptance air tests shall be taken prior to placement and shall be within the range of the AAC plus 2.0% or minus 1.0%.
 - 3. After the AAC has been established it shall be verified and/or adjusted through daily checks of the air loss through the paver. The loss through the paver shall be checked twice daily. A Revised AAC shall be established if the average air loss from two consecutive tests deviates by more than 0.5% from the current accepted air loss.
- C. Hand placed concrete:
 - 1. The air content for non-slip form paving shall be 7.0% plus 1.5% or minus 1.0% at point of placement.

3.06 CONSTRUCTION PROCESSES

- A. Aggregate control
 - 1. Gradation control – The Contractor shall provide a detailed stockpile management plan, describing their process control procedure for shipping, handling, and stockpiling of each aggregate including workforce training.
 - 2. Moisture control – All aggregate materials must be conditioned to a moisture content of not less than saturated surface dry (SSD) prior to batching. A watering process using some type of sprinkler system is required on all coarse aggregate material stockpiles.
- B. Mixing
 - 1. Central mix plants

- a. The total volume of the batch shall not exceed the designated size of the mixer or the rated capacity as shown on the manufacturer's rating plate.
 - b. Drum Mix Plants:
 - i. After all solid materials are assembled in the mixer drum; the mixing time shall be a minimum of 60 seconds and a maximum of 5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall start after the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer through out the charging cycle. Any additional slump water required shall be added to the mixing chamber by the end of the first 25% of the specified mixing time. Mixers shall not be used if the drum is not clean or if the mixing blades are damaged or badly worn.
 - c. Ribbon mixers:
 - i. After all solid materials are assembled in the mixer; the mixing time shall be a minimum of 30 seconds and a maximum of 2.5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall be indicated by an accurate timing device which is automatically started when the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of 10 seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.
2. Truck mixers
- a. The capacities and mixing capabilities shall be as defined in ASTM C 94, and each unit shall have an attached plate containing the information described therein. The plate may be issued by the Truck Mixer Manufacturer. The mixer capacity shall not be exceeded, and the mixing speeds shall be within the designated limits. Truck mixers shall be equipped with a reliable reset revolution counter. If truck mixers are used for mixing while in transit, the revolution counter shall register the number of revolutions at mixing speed.
 - b. An authorized representative of the concrete producer shall certify that the interior of the mixer drum is clean and reasonably free of hardened concrete, that the fins or paddles are not broken or worn excessively, that the other parts are in proper working order, and that the unit has been checked by the representative within the previous thirty (30) calendar day period to substantiate this certification. The current, signed certification shall be with the unit at all times.
 - c. The required mixing shall be between seventy (70) and ninety (90) revolutions. The mixing shall be at the rate designated by the manufacturer and shall produce uniform, thoroughly mixed concrete.

- d. The Engineer may inspect mixer units at any time to assure compliance with certification requirements, and removal of inspection ports may be required. Should variation within the batch. Should the slump variation between two (2) samples taken, one (1) after approximately 20% discharge and one (1) after approximately 90% discharge of the batch, show a variation greater than 3/4 inch (20 mm) or 25% of the average of the two, whichever is greater, the Engineer may require the mixing to be increased, the batch size reduced, the charging procedure be modified or the unit removed from the work.
- e. The practice of adding water on the site shall be discouraged. After the first round of trucks has been adjusted on the grade the amount of water added at the plant shall be adjusted and shall become the point of adjustment throughout the pour. All water additions on site shall be approved by the Engineer.

C. Curing

- 1. Apply liquid curing compound in a fine atomized spray to form a continuous, uniform film on the horizontal surface, vertical edges, curbs and back of curbs immediately after the surface moisture has disappeared, but no later than thirty (30) minutes after concrete placement. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties.
- 2. The cure system shall be on site and tested prior to concrete placement.
- 3. Apply a curing compound at a rate of application not less than two (2) gallons per twenty-five (25) square yard; keep the material thoroughly mixed per the manufactures recommendation and do not dilute the compound.
- 4. The finished product shall appear as a uniformly painted solid white surface. Areas exhibiting a blotchy or spotty appearance shall be recoated immediately.

END OF SECTION

**SECTION 712
CONCRETE SIDEWALK CONSTRUCTION**

PART 1. GENERAL

1.01 SUMMARY

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the construction of concrete sidewalks and ramps, and associated work, including detectable warning plates for sidewalk ramps as required for compliance with the American with Disabilities Act.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Concrete Durability Requirements

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.
- B. All sidewalk and ramp shall meet ADA requirements for slope, surface finish, width, and all other requirements.

1.03 SUBMITTALS

- A. Contractor shall submit proposed mix design for all concrete to be supplied for sidewalk construction.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 CONCRETE

- A. The concrete mixture shall meet the requirements of MDOT Mixture 3500, with 3,500 PSI minimum compressive strength, and utilize 6AA coarse aggregate and Type 1A Portland Cement.
- B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR).
- C. Admixtures shall be used only when specified or authorized by the Engineer.
- D. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed on the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.
- E. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 TRUNCATED DOMES / DETECTABLE WARNING

- A. Truncated Domes / Detectable Warning shall be manufactured of cast iron, and shall at a minimum have the following properties:

Slip Resistance (ASTM C-1028):	1.10 Dry / 1.06 Wet
Wear Resistance (ASTM C-501):	7333
Impact Resistance (ASTM D-1709):	>238 Newtons
Adhesion to Concrete (Bond Strength ASTM D-482)	>5000 lbs
Tensile Strength (ASTM A-48)	35,000 PSI

- B. Truncated Domes / Detectable Warning shall be supplied with a natural finish. Black asphalt dip finish is acceptable as well, as long as all of the detectable warning plates at each intersection (all corners) that are constructed as a part of the work have the same finish.
- C. Truncated Domes / Detectable Warning shall be supplied at each sidewalk ramp in accordance with ADAAG and/or MDOT requirements, whichever is more stringent.
- D. Truncated Domes / Detectable Warning shall be at least 2 feet deep along the direction of travel. The detectable warning plate width shall generally be 5 feet, unless otherwise specified on the drawings or in the field by the Engineer. Radial plates may be used where called for on the drawings, or in the field by the Engineer.
- E. Truncated Domes / Detectable Warning shall be manufactured by East Jordan Iron Works, or approved equal.

2.03 FORMS

- A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.
- B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

PART 3. CONSTRUCTION

3.01 EXAMINATION

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 PREPARATION

- A. If removal and replacement of the existing sidewalk is specified in the work item, the Contractor shall remove the existing sidewalk to the extent shown on the plans, or as directed by the Engineer in the field.
- B. During removals and construction, Contractor shall protect all adjacent sidewalks, pavement, curb and gutter, and drive approaches from damage. Any adjacent infrastructure that is damaged by the Contractor during construction shall be replaced by the Contractor at no additional cost to the City.
- C. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.
- D. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.

- E. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.
- F. All fills shall be of granular material, and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases.
- G. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

3.03 SIDEWALK THICKNESS

- A. Unless otherwise noted on the drawings, sidewalks shall be at least four (4) inches thick, except at ramps and across driveways, where they shall be at least six (6) inches thick.

3.04 DISPOSAL OF WALK AND EXCAVATED MATERIALS

- A. The old walk, after removal, and excavated materials shall be disposed of by the Contractor at his own expense. He shall provide his own dump. When directed by the Engineer, the Contractor shall leave removed sod in an area adjacent to the construction. The Contractor will not be held responsible for the sod after that time or responsible for the condition of the area under which the sod was placed.

3.05 PREPARATION OF SUBGRADE

- A. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.
- B. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.
- C. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.
- D. All fills shall be of granular material, and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases.
- E. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

3.06 PROTECTION OF TREES

- A. Where a tree is less than twenty-four (24) inches from the existing walk, or at the Engineer's discretion, the Contractor may be required to curve the walk around the tree, maintaining the full width of the walk through the curve. The Contractor shall cut and remove all tree roots that are in the sidewalk grade. Merely shaving the roots in order to place the sidewalk at proper grade and thickness will not be acceptable. The cost of the work of cutting and removing the roots and curving the walk around the trees shall be included in the unit price bid. The City may elect to cut and remove certain tree roots with their own forces, but the Contractor shall submit his bid based on performing all of the necessary root cutting and removal.

3.07 BARRICADES AND LIGHTS

- A. Barricades and lights shall be placed in accordance with the "Public Safety" section of the "General Requirements" section of these specifications. In addition, the following requirements shall be met.
- B. Barricades used under this contract shall be "horses" or other barricades approved by the Engineer. Barricades made of rope, wood siding and other similar types will not normally be approved by the Engineer.
- C. Barricades shall be placed where sidewalks under construction join sidewalks or driveways which are open for use.
- D. Lights shall be placed at the beginning and end of construction in each block. Where such lights are more than five hundred (500) feet apart, intermediate lights shall be placed so that the distance between any light does not exceed five hundred (500) feet.

3.08 FORMS

- A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.
- B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

3.09 FORMING

- A. Forms must be used for all edges of all sidewalk construction. Where proposed walk abuts existing concrete, and the edge of the existing concrete is true to line and grade, the existing concrete, with or without expansion paper, will be considered a form for the new sidewalk.
- B. Forms shall be installed true to line and grade established by the Engineer. They shall be adequately staked and braced to remain on line and grade during the placement of concrete.
- C. Walk shall pitch to the center of the street at the rate of one-quarter (1/4) inch per foot of width, unless otherwise provided. Forms shall be of the full depth specified for the walk.
- D. Before placing concrete, forms shall be thoroughly cleaned and oiled.

3.10 PLACING AND FINISHING CONCRETE

- A. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete.
- B. The subgrade shall be thoroughly wetted and the concrete shall be deposited thereon to the proper depth. So called "two course" pouring will not be permitted. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.
- C. Concrete shall be worked into all the recesses and corners of the forms by means of thorough spading of an approved method or mechanical vibration.

- D. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected from freezing by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.
- E. No concrete shall be poured on a frozen, dry, saturated or uncompacted subgrade.
- F. The concrete shall be alternately tamped and struck off with a strike board until all voids are removed and the surface has the required grade and cross section. The strike board shall be long enough so it can always be in contact with both forms. The surface shall be floated with a wood or aluminum float, followed by a steel float, just enough to produce a smooth surface free from irregularities. All edges and joints shall be rounded to a radius of one-quarter (1/4) inch with an approved finishing tool. The surface shall then be brushed to slightly roughen the surface and remove the finishing tool marks.
- G. The end of a run of concrete shall not remain unformed for more than one-half (1/2) hour, by which time a header form shall be placed. If a header is not placed, the concrete shall be removed back to the last transverse joint prior to continuing the pour. Headers, when used, shall not vary more than six (6) inches in location from the normal transverse joint location.

3.11 JOINTS

- A. Joints shall be constructed true to line, with their faces perpendicular to the surface of the sidewalk, and shall not vary more than one-quarter (1/4) inch from their designated position. Transverse joints shall be constructed at right angles to the centerline of the sidewalk, and longitudinal joints shall be constructed parallel to the centerline, unless otherwise required.
- B. When the sidewalk is constructed in partial width slabs, transverse joints in the succeeding slab shall be placed in line with like joints in the adjacent slab. In the case of widening existing sidewalks, transverse joints shall be placed in line with like joints in the existing sidewalk.
- C. The concrete at the faces of all joints shall be thoroughly spaded and compacted to fill all voids, and the surface shall be finished smooth and true to grade.
- D. Expansion Joints - Expansion joints shall be of the pre-molded non-extruding bituminous fiber filler type.
- E. In new sidewalk, one-half (1/2) inch thick expansion joints shall be placed at intervals of not more than fifty (50) feet. In repairing existing sidewalk, at least one, one-half (1-1/2") inch expansion joint shall be used in the repair, unless existing expansion joints are less than thirty (30) feet on either side of the repair.
- F. One-half (1/2") inch thick expansion joints shall also be placed at junctions with sidewalks, drives, buildings and other rigid structures. Three-quarter (3/4) inch thick by five (5) inch expansion joints shall be placed at all curb junctions and also between sidewalk and abutting parallel curb or gutter.
- G. Contraction Joints - Insofar as feasible, joints shall be spaced at intervals equal to the width of the walk and with maximum transverse and longitudinal intervals of ten (10) feet. Joints shall be produced by use of slab division forms extending the full width and one-half (1/2) the depth of the walk. The joints shall be of not less than one-eighth (1/8) inch, nor more than one-quarter (1/4) inch in width, and shall be finished smooth and true to line.
- H. Slab division forms shall remain in the concrete a sufficient length of time to insure permanent separation of the concrete.

3.12 WHITE MEMBRANOUS CURING

- A. After finishing operations have been completed, and immediately after the free water has left the surface, the surface of the sidewalk shall be completely coated and sealed with a uniform layer of white membranous curing compound.
- B. The compound shall be applied in a continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than one (1) gallon per two hundred (200) square feet of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.
- C. If the compound is too thick for satisfactory application during cold weather, the material may be warmed in a water bath at temperatures not over 100°F. Thinning with solvents will not be permitted.
- D. If rain falls on the newly coated sidewalk before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

3.13 SIDEWALK RAMPS

- A. Sidewalk ramps shall be constructed in accordance with these Concrete Sidewalk Construction Specifications, and in accordance with MDOT Standard Detail R-28, latest edition.
- B. Surface texture of ramps shall be that obtained by a coarse brooming, transverse to the slope of the ramps. The normal gutter line profile shall be maintained through the area of ramps.
- C. There is no separate pay item for sidewalk ramps. The sidewalk portion of ramps will be paid for as concrete sidewalk construction. Work required at the curb for ramps will be paid for under a curb pay item, depending on the type of curb work performed.
- D. Each ramp shall include a Truncated Domes / Detectable Warning installed at the back of the curb. The Truncated Domes / Detectable Warning shall generally be five (5) feet wide by two (2) feet deep. If that is not possible given the site constraints, then they shall be at least as wide as the existing adjacent sidewalk. Radial Truncated Domes / Detectable Warning plates may be required in some locations.

3.14 REMOVAL OF FORMS

- A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed, and in such a manner that no damage will be done to the edge of the sidewalk.

3.15 PROTECTION OF EXISTING LAWNS

- A. The Contractor shall use extreme care while replacing existing sidewalks or constructing new sidewalks in existing lawns not to damage the lawns. The Contractor shall remove a maximum of six (6) inches of sod beyond the edges of the sidewalk. He shall remove the sod after cutting it with a square nosed shovel on a parallel line to the sidewalk.
- B. The Contractor shall protect existing lawns at all times during his work. Equipment or vehicles will not be permitted on established lawns. The Contractor will be held responsible for all damage to lawns more than six (6) inches away from sidewalk construction. Sod and other excavated materials shall not be placed on existing lawns. Any lawn area damaged as a result of the Contractor's operations may be repaired by the City at the Contractor's expense.

3.16 UNDERGROUND SPRINKLER SYSTEMS

- A. Some of the houses in the sidewalk replacement area may have underground sprinkler systems for their lawns. The owners of these sprinkler systems have been notified that they are responsible for locating for the Contractor, all underground sprinkler equipment adjacent to any sidewalk that is to be replaced. The Contractor will be required to use caution when working around these known underground sprinkler systems, and shall repair any damage to sprinkler systems.

3.17 SERVICE WALKS

- A. Where the grade of a new or replaced sidewalk does not meet the grade of a private service walk, the Contractor may be required to replace a portion of the service walk. The Contractor will be required to replace only that portion of the service walk that the Engineer determines is necessary to eliminate a hazard or drainage problem.
- B. Payment for replacement of service walks will be made at the contract unit price for four (4) inch concrete sidewalk replacement.

3.18 CONSTRUCTION AT PAVED DRIVEWAYS

A. Sidewalk Replacement at Concrete Driveways

- 1. The existing sidewalk shall be removed without damaging the driveway. Expansion joints shall be replaced along each edge of the sidewalk, and the sidewalk shall be replaced using the expansion paper at the drive as forms.

B. Sidewalk Replacement at Asphalt Driveways

- 1. The existing sidewalk, and a maximum of four (4) inches of asphalt on each side of the sidewalk, shall be removed without damaging the rest of the drive. A neat joint shall be cut in the asphalt prior to removing the sidewalk. The sidewalk shall be formed across the driveway. Wood forms may be used in such locations. Upon completion of the sidewalk construction, the Contractor shall place road gravel in the form excavations. There will be no additional payment made for cutting the neat joints, removing asphalt and placing road gravel in the form excavations. The Contractor shall be responsible to replace the asphalt to be paid for using the appropriate pay items for Handpatching.
- 2. Where an asphalt driveway is in good condition and at a suitable grade, the Engineer may direct that the sidewalk be removed and replaced without removing a portion of the driveway. In such case, the Contractor shall use caution to avoid damage to the asphalt. Also, the Contractor will not be required to set forms. The Contractor should avoid getting concrete on the surface of any asphalt drive.

C. New Sidewalk at Concrete Driveways

- 1. The Contractor shall saw cut and remove that portion of the driveway necessary to be removed to construct the sidewalk, and necessary to be removed because of grade. The sidewalk shall be formed across the driveway, and following the removal of the forms, the remaining portion of the driveway removed shall be replaced.

D. New Sidewalk (asphalt drives)

- 1. The Contractor shall cut neat joints in the asphalt at locations determined by the Engineer. The Contractor shall remove the asphalt between the neat joints, shall form the sidewalk across the drive, and following the removal of the forms, shall fill the form excavations with road gravel. There will be no additional payment made for cutting the neat joints, removing the asphalt and placing road gravel in the form excavations.

3.19 CONSTRUCTION AT UNPAVED DRIVEWAYS

- A. The Contractor shall backfill the form excavation across unpaved drives with the same type material as exists in the adjacent driveway.

3.20 FINAL GRADING

- A. For new sidewalk construction, the Contractor shall grade to a uniform slope from the top of the walk to top of the curb, and from the walk to the property line. In the event there is no curb, grading shall be done for a distance of ten (10) feet towards the centerline of the street to the existing grade. If this provision should involve destroying or re-grading established lawns and parkways, the Contractor shall confer with the Engineer before starting such grading.
- B. Grading and clean-up work shall be done as soon as possible following the completion of any section of sidewalk, and in no case shall more than two (2) consecutive days (excluding Sundays and holidays) elapse from the time any section of sidewalk is placed until the adjacent grading and clean-up is completed.
- C. In establishing lawns, the Contractor shall place a minimum of two (2) inches of topsoil in all form excavations and on all re-graded areas. The topsoil shall be tamped and graded, and then seeded with grass seed. Clean excavated material may be used to fill under the required topsoil. Topsoil and seed used shall be of a high quality and approved by the Engineer. Topsoil shall be free of sticks, stones, clumps of clay, debris and similar materials.
- D. Straw or equivalent mulch must be tackified to prevent displacement by wind. Hydro-seed blends (hand applied for small areas) is encouraged. Monofilament laced mulch blankets are not permitted.
- E. In unimproved areas, clean excavated material may be used for grading.

3.21 PAYMENT

- A. Payment will be made by unit price per square foot of walk constructed, and price bid shall include excavating; removal of existing sidewalk; granular fill (not more than four (4) inches thick); preparation of the base; forming, furnishing, placing and finishing of concrete; placing of jointing material; curing; removal of forms; and grading as specified.
- B. There will be no additional payment for removing and replacing unstable subgrade.
- C. No deductions in payment will be made for areas of sidewalk construction occupied by manhole castings, utility boxes, pole bases and similar objects, provided no one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk. Where any one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk, no payment will be made for sidewalk within that area.

END OF SECTION

**SECTION 715
DENSE GRADED AGGREGATE**

PART 1. GENERAL

1.01 SUMMARY

- A. The aggregate base to be used under the proposed pavement shall be manufactured from crushed limestone as described in this special provision on a suitable subgrade as determined by the Engineer.

PART 2. PRODUCTS

2.01 MATERIALS

- A. The crushed limestone aggregate used for as-directed subgrade improvement shall be graded to meet MDOT Specification 21AA per Section 302 of the 2020 Michigan Department of Transportation Standard Specifications for Construction.
- B. The crushed limestone aggregate used for as-needed supplemental aggregate for cape seal surface shall be graded to meet MDOT Specification 23A per Section 302 of the 2020 Michigan Department of Transportation Standard Specifications for Construction.
- C. The crushed aggregate base shall be compacted to a minimum of 95% under concrete pavement or 98% under HMA pavement of its Maximum Unit Weight, as determined by the One-Point Michigan Cone Test - described in the MDOT Density Testing and Inspection Manual, and to the cross-section indicated in the Proposal and on the Plans.
- D. Crushed concrete will not be allowed.

PART 3. EXECUTION

3.01 CONSTRUCTION

- A. Do not use Sodium Chloride to aid in placing and compacting of aggregate base.

3.02 MEASUREMENT AND PAYMENT.

- A. The dense graded crushed aggregate for subgrade improvement or cape seal will be paid for AS "Crush and Shape" at the Contract unit price per square yard.
- B. Construction shall be completed in accordance with Section 302 of the 2020 Michigan Department of Transportation Standard Specifications for Construction.
- C. Payment for Dense Graded Aggregate shall include all labor, equipment, and materials required to complete the work described, to a final compacted total depth as specified on the plans or as directed by the Engineer

END OF SECTION

SECTION 730
DPW STRUCTURE ADJUSTMENT

PART 1. GENERAL

1.01 SUMMARY

This work shall be done in accordance with Section 403 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein provided:

1.02 SCOPE

This work shall consist of adjusting, reconstructing and/or installing new waterproof covers on sanitary sewer structures and Watergate manhole structures that are either under the jurisdiction of the City of Birmingham.

1.03 PURPOSE

The intent of this specification is to maintain the integrity of these structures and to keep infiltration to an absolute minimum in accordance with the requirements of the City of Birmingham.

PART 2. MATERIAL

Materials shall be as specified under subsection 403.02 of the MDOT standard specifications except that DPW Structure Covers, if called for, shall be as specified on the DPW Governing Agency's details in the plans with the DPW governing agency's name cast in the lid as shown. Materials used in the "adjustment" or "reconstruction" of manholes shall be the same as those used in the initial construction unless otherwise approved by the City of Birmingham.

PART 3. CONSTRUCTION

3.01 REQUIREMENTS FOR CHANGING THE ELEVATION OF MANHOLE COVERS

A. Adjusting Drainage Structure - "Adjustment"

Adjusting a manhole cover applies when the elevation is changed up or down 6 inches or less while within the limits as follows.

1. To increase the rim elevation of a manhole cover between the limits of 0" and 18", measured from the top of the cone or corbel section to the bottom of the cover frame, shall be done with concrete adjustment rings, or in the case of older brick-type manholes, with brickwork. In no case shall the adjusting rings or total brickwork (including existing brick) exceed 18".
2. To decrease the rim elevation of a manhole cover within the limits of existing adjusting rings or brickwork, remove the adjusting ring(s) or brick.

B. Additional Depth of Adjusting Structure - "Reconstruction"

Reconstruction of a manhole cover applies when the elevation is changed up or down more than 6 inches or any change that is outside of the limits of "adjustment" Additional Depth of Adjusting Structure - "Reconstruction" Reconstruction of a manhole cover applies when the elevation is changed up or down more than 6 inches or any change that is outside of the limits of "adjustment"

To decrease the rim elevation of a manhole cover beyond the limits of existing brick or adjusting rings, or increase the rim elevation of a manhole cover beyond the limits of an "adjustment", change the elevation of the cone or tapered section.

1. Pre-cast manholes are reconstructed by removing cone and/or straight section(s) and replacing with a section(s) of such length that the manhole cover will be at the correct elevation, or can be raised to the correct elevation by the addition of adjusting rings. In the case of older brick-type top sections, replace with brickwork. The maximum height of the chimney shall be 18 inches as measured between the top of the corbel section to the underside of the frame.
2. Brick manholes are reconstructed by removing all the brick courses that make up the cone or tapered section. By increasing or decreasing the height of the brickwork in the straight section of the manhole, the rebuilt brick cone section will position the manhole cover at the correct elevation, or it can be raised to a maximum height of 18" by adjusting brickwork placed on the cone.

Plaster all reconstructed exterior masonry surfaces with MDOT Type R2 cement mortar, 0.5 inch thick to assure complete water tightness. When reconstructing manhole maintain 16 inch step spacing.

3.02 CRITERIA FOR DETERMINING THE ELEVATION OF A MANHOLE COVER

- A. Covers of manholes located in the pavement shall be placed at the proposed pavement grade.
- B. Covers of manholes located in the gravel shoulder of a roadway shall be placed at an elevation of at least 6 inches below the top of the edge of the shoulder. Place shoulder material over structure cover.
- C. Covers of manholes located in shoulders that are to be sodded or grassed, shall be placed at the finished earth grade of the grassed shoulder.
- D. Covers of manholes located outside of the road and ditch area shall be at the existing earth grade and readily visible at all times. The City of Birmingham or the Engineer shall approve the final elevation in the field.
- E. Covers in flood-prone areas shall be at an elevation 12" above the highest known level of standing water.
- F. Final adjustment of DPW structures shall be made prior to placing the top course of pavement.

3.03 BACKFILL OF STRUCTURES

All structures within the roadway shall be backfilled with granular material Class II up to the subgrade elevation, or to an elevation determined by the Engineer.

3.04 INSPECTION AND WORKMANSHIP

- A. The contractor must inform the City of Birmingham a minimum of 48 hours in advance of the proposed work. Representatives of the City of Birmingham, the Engineer and the contractor shall meet and collectively inspect each structure prior to beginning work and make a determination as to the type of treatment that is necessary.

3.05 PAYMENT

The adjustment of DPW Structure covers will be measured by the each and paid for as DPW Structure Cover, Adj, Case 1 or Case 2. Elevation adjustment up to 18 inches between the top of the existing brickwork/casting to the underside of the casting is included with these items.

Adjustment of DPW structure covers greater than 18 inches will be paid for as DPW Structure Cover, Adj, Add Depth.

For structures within the pavement surface area, the contractor will be required to remove the frame and cover and temporarily plate the top of structures when the structure frame will conflict with the proposed surface crown of gravel base. The placing and removing of the plates will not be paid for separately, but shall be included in the unit price.

New frames and covers, if required, shall be supplied and installed by the Contractor and shall meet the requirements of the City of Birmingham. Elastomeric Seal Easy Stik all-weather trowelable butyl or approved equal shall be used around the inside and outside of the proposed structure adjustment.

Existing structure covers that have been replaced are to be disposed of in a legal manner off the project by the Contractor included in the DPW Structure adjustment pay items.

When a new cover is required on an existing structure that does not require adjustment or reconstruction, Adjusting Structure Cover, Case 1 or 2, will also be paid for separately.

Payment for the replacement of curb and gutter or pavement adjacent to drainage structures which are reconstructed or adjusted, will be paid for separately.

DPW Structure Cover, Adj, Case 2 will only apply to an existing structure located outside the existing pavement curb, or curb and gutter or where the pavement, curb, or curb and gutter are to be removed as part of the project. Measurement and payment will be the same as for DPW Structure Cover, Adj, Case 1 (Each), except replacement of pavement, curb or curb and gutter is not needed.

Payment for DPW Structure Cover, Adj, Case 1 and Case 2 and DPW Structure Cover, Adj, Add Depth includes equipment, labor and materials to complete this item.

END OF SECTION

**SECTION 735
OVERLAY STRUCTURE ADJUSTMENT**

PART 1. GENERAL

1.01 SUMMARY

- A. This work shall include increasing the rim elevation of a manhole cover between the limits of 0" and 12" measured from the top of the cone or corbel section to the bottom of the cover frame or decreasing the rim elevation of a manhole cover within the limits of existing adjusting rings or brickwork. An existing survey monument box is also included in this scope of work.
- B. Two items for structure adjustments are included in this contract. Adjustments using EJ adjustment Rings (1020H or as-required) for changes less than 2" will be paid for separately from structures requiring the entire frame and cover to be reset.

PART 2. PRODUCTS

2.01 MATERIALS

- A. Concrete adjustment rings shall be used to increase the height of a manhole cover except in the case of older brick-type manholes, when brickwork may be used.
- B. All exposed masonry surfaces shall be pointed and recoated with a 1:3 cement mortar, ½" thick and covered with an elastomeric seal and geo-membrane to assure complete water tightness.
- C. EJ Adjustment Rings shall be EJ 1020H or the particular model as required to adjust existing structures to meet the new roadway grade. The Contractor shall field verify existing structures prior to ordering materials and all models shall be paid for with this adjustment ring item.

PART 3. EXECUTION

3.01 CONSTRUCTION

- A. Excavate as necessary to expose entire depth of adjustment material. If existing adjustment material exceeds 12" and the manhole cover is intended to be raised, additional depth of structure adjustment will be paid per vertical foot in accordance with Section 403 of the MDOT 2020 Standard Specifications for Construction.
- B. To increase the manhole cover elevation between the limits of 0" and 12" measured from the top of the cone or corbel section to the bottom of the cover frame, concrete adjustment rings shall be used except when then the manhole is an older brick-type manhole. In no case shall the adjusting rings or total brick work (including existing brick) exceed 18".
- C. To decrease the rim elevation of a manhole cover within the limits of the existing adjusting ring(s) or brickwork, remove the adjusting ring(s) or brickwork.
- D. New mortar shall be provided for each course or adjustment ring or brick and troweled along the interior and exterior of the adjustment material to a smooth finish. E. Structures shall be backfilled in accordance with Section 403 of the MDOT 2020 Standard Specifications for Construction.
- E. Contractor shall notify the Engineer 72 hours prior to working near the existing survey monument near Elm Street to ensure Monument Preservation has been completed prior to disruption. Preservation shall be the responsibility of the Owner.

3.02 MEASUREMENTS AND PAYMENTS

- A. Structure Adjustment, Case 1 and Structure Adjustment, EJ 1020H, 1 ½" will be measured and paid for by each and includes equipment, labor and materials to complete the work described.
- B. Structure Adjustment, Additional Depth will be measured and paid for by the vertical foot for adjustments beyond the 12" specified for the Structure Adjustment, Case 1 pay item and shall include all equipment, labor and materials to complete the work described herein and as specified in Section 403 of the MDOT 2020 Standard Specifications for Construction.
- C. The Structure Adjustment pay items cover all types of utility structures, valve boxes, and survey monument boxes needing adjustment.
- D. The reconnection of any pipes disturbed by this work shall be included in the contract unit prices described. Payment for any replacement frame and covers, if necessary, will be paid for as part of the Structure Adjustment pay item.

END OF SECTION

SECTION 761
SURFACE COURSE PULVERIZING

PART 1. GENERAL

1.01 DESCRIPTION

- A. This work shall consist of pulverizing an existing aggregate surface, shaping to the proper elevation and slope, and compacting.

1.02 RELATED SECTIONS

- A. Section 100 – Proposal
- B. Section 301 – Supplemental Instructions to Bidders
- C. Section 310 – General Instructions to Bidders
- D. Section 720 – Subgrade Improvement
- E. Section 762 – Cape Seal Surface

PART 2. MATERIALS AND EQUIPMENT

2.01 MATERIALS

- A. Water shall be required to provide necessary dust control during construction, and to provide a moisture content in the aggregate surface necessary for proper compaction.

2.02 EQUIPMENT

- A. **PULVERIZATION EQUIPMENT.** The machine shall be of a type designed by the manufacturer specifically for reclaiming of asphalt pavements in place, and be capable of reducing the pavement material to a specified size. It shall be a bi-directional rotary reduction machine capable of operating in either an upcut or downcut mode to insure reduction of the existing asphalt to the specified size and gradation. Both the forward speed and depth of cut shall be controlled automatically as well as manually in order to produce a designed gradation. Both front and rear material control gate will be installed and hydraulically adjustable from the operator platform in increments of one eighth (1/8) inch to control the amount of material being processed to insure proper sizing.
- B. **COMPACTION EQUIPMENT.** Rollers. A minimum of (3) rollers in operating condition will be required on the project and shall be of the following types:
 - 1. Minimum of (2) shall be steel drum vibratory type
 - 2. Minimum of (1) shall be 18 ton pneumatic-tire type
- C. **GRADING EQUIPMENT.** Grading equipment shall include automatic cross slope (crown) control and be capable of operating from a string line.

PART 3. CONSTRUCTION

3.01 PULVERIZING IN PLACE

- A. When called for in the proposal, the existing treated gravel surface shall be pulverized to a maximum size of two (2) inches, except that five (5) percent of the material may be oversized, provided that the oversized material is not so large as to adversely affect the stability and

structural integrity of the mixture nor hamper the shaping operations. The existing treated gravel surface shall be blended with a minimum of (2) inches of the existing aggregate base.

3.02 SHAPING, ROLLING, AND COMPACTING

- A. The reclaimed material shall be shaped to the established grade and cross-section within a tolerance of plus or minus $\frac{3}{4}$ inch, and compacted with a rubber tire and vibratory steel drum roller.
 - 1. STREET WIDTHS. All pulverizing, grading, compacting, and chip sealing work shall be to existing street limits. Existing street widths vary.
 - 2. AGGREGATE SURFACE CROSS-SECTION. All streets shall be graded to provide a 2% crown about the street centerline. Any deviation must be reviewed and approved by the Owner prior to proceeding with the work.
 - 3. SUPPLEMENTAL AGGREGATE. If supplemental aggregate is required to achieve the desired grades and cross slopes, MDOT 23A limestone shall be added to the pulverized material prior to final grading, compaction and cape sealing.

PART 4. MEASUREMENT AND PAYMENT

- A. All labor, material, and equipment costs associated with completing the work described in this special provision shall be considered incidental to the unit price bid for the contract item **Cape Seal Surface – Syd.**
- B. Supplemental MDOT 23A dense graded aggregate, if necessary, will be paid for at the unit price bid for the contract item **Supplemental Aggregate, MDOT 23A Limestone, As Required – Ton.**

END OF SECTION

**SECTION 762
CAPE SEAL SURFACE**

PART 1. GENERAL

1.01 SUMMARY

This work shall consist of a single chipseal followed by one application of a type II asphalt slurry applied after chipseal application. The application of the materials shall comply with the following specifications.

A. BITUMINOUS SURFACE TREATMENT

1. This work consists of one application of bituminous material applied to the prepared surface and being covered with a course of aggregate. The work shall be done in accordance with this specification or in accordance with applicable drawings to plans of this contract.

B. SLURRY SEAL APPLICATION

1. The work covered by this specification consists of furnishing all labor, equipment, and materials to apply the second course of the cape seal, an emulsified asphalt slurry seal, in complete accordance with the specification.

1.02 REFERENCES

Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 QUALITY ASSURANCE

A. APPLICABLE SPECIFICATIONS

ASTM – American Society for Testing and Materials

ISSA – International Slurry Surfacing Association

1. AGGREGATE AND MINERAL FILLER

- a. ASTM D75: Sampling Stone, Slag Gravel, Sand and Stone Block for use as Highways Materials.
- b. ASTM C136: Sieve Analysis of Fine or Coarse Aggregate.
- c. ASTM C117: Amount of Material Finer than No. 200 Sieve in Aggregate.
- d. ASTM D2419: Plastic Fines in Graded Aggregate and Soils by use of the Sand Equivalent Test.
- e. ASTM C128: Specific Gravity and Absorption of Fine Aggregate.
- f. ASTM C29: Unit Weight of Aggregate.
- g. ASTM C131: Abrasion of Coarse Aggregate by use of the Los Angeles Machine.
- h. ASTM C183: Sampling Hydraulic Cement.
- i. ASTM D546: Sieve Analysis of Mineral Filler.
- j. ASTM D242: Mineral Filler for Bituminous Paving Mixtures

2. EMULATED ASPHALT

- a. ASTM D140: Sampling Bituminous Materials.
- b. ASTM D244: Testing Emulsified Asphalt.
- c. ASTM D977: Specifications for Anionic Emulsified Asphalt.
- d. ASTM D2397: Specifications for Cationic Emulsified Asphalt.
- e. ASTM D2172: Bitumen Content of Paving Mixture by Centrifuge.
- f. ISSA T100: Measurement of Wear of Slurry Seal Mixtures by Wet Tract Abrasion.

1.04 DILIVERY, STORAGE AND HANDLING

A. SLURRY SEAL APPLICATION

1. STOCKPILING OF AGGREGATES. Precautions shall be taken to ensure that stockpiles do not become contaminated with over-sized rock, clay, silt, or excessive amounts of moisture. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted. Owner will provide yard site for stockpiling aggregates and keeping emulsion storage tanks within one mile of the projects, or closer when possible.
2. STORAGE. The contractor shall provide suitable storage facilities for the asphalt emulsion. The container shall be equipped to prevent water from entering the emulsion. Suitable heat shall be provided if necessary to prevent freezing.

1.05 PROJECT/SITE CONDITIONS

A. TRAFIC/SITE CONTROL

1. Suitable methods such as barricades, flag-men, pilot cars, etc., shall be used to protect the uncured slurry surface from all type of traffic. Contractor shall perform all necessary barricading and/or flagging of traffic. Any damage to the uncured slurry will be the responsibility of the Contractor. The Engineer shall give final approval as to the method used. The Contractor shall co-ordinate the scheduling of street to be surfaced with the City Engineering Department.

1.06 PAYMENTS

- A. Seal coat will be paid for at the contract price per square yard, (as described above) which price shall be payment in full for furnishing, heating, hauling and applying the bituminous material, furnishing, hauling and placing the cover material, dragging, rolling, replacing disturbed material, maintaining traffic and constructing the surface complete.

PART 2. PRODUCTS

2.01 MATERIALS

1. BITUMINOUS MATERIAL - Shall be CM-90
 - a. MATERIALS - The materials will meet the following requirements as specified. All chip seal multi grade asphalt will conform to the following table:

CHIP SEAL MULTI GRADE ASPHALT

CM-90 METHOD OF TEST

Viscosity @ 25°C, 1. Sec.-1, P.	2000-20,000	ASTM D-4957
Flash Point, °C	66+	ASTM D-93
Distillate Test		
Volume % of Total Distillate to 360° C		ASTM D-402
To 225° C	0-2	
To 260° C	0-5	
To 316°	15.75	
Residue from Distillate to 360° C %		
Volume by Difference		
Water %	1.0-	ASTM D-95
Test on Residue from Distillation		
Penetration @ 25° C, 100g, 5 sec, dmm.	100-250	ASTM D-5
Float Test @ 60° C, sec.	1200+	ASTM D-139
Solubility %	99.0+	ASTM D-2042

The successful Contractor will be responsible to provide above material delivered to the project location on a schedule determined by the Contractor. The contractor shall be responsible for proper heating of asphalt, needed storage facilities and for all truck demurrage charges that are incurred.

- b. APPLICATION - The Contractor shall apply the multi grade asphalt at a temperature between 260° F and 300° F, followed by a uniform application of coarse aggregate
- c. MULTI GRADE ASPHALT - Application Rates:

CM-90 shall be within the range of 0.26-0.28 gal/syd. The JMF target rate for the asphalt shall be 0.27 gal/syd.

If the target rate of 0.27 gal/syd is not the optimum application rate due to the gradation of the coarse aggregate or due to existing surface conditions of the pavement, the Contractor shall notify the Project Engineer, immediately. The Contractor shall then document the new JMF rate(s) by stationing.

2. **COURSE AGGREGATE** – Coarse aggregates for all chip seals will be tested materials or provided by a prequalified aggregate supplier. All aggregate must meet the gradation requirements in the following table:

- a. A CS-2 coarse aggregate of limestone, natural, or slag shall be used.

GRADATION FOR CHIP SEAL AGGREGATES

Sieve Analysis (MTM 109), Total Percent Passing (a)

Sieve Size	CS-2
3/4"	100
1/2"	100
3/8"	90-100
No. 4	0-10
No. 8	0-5
No. 200 (loss by wash)	2.0 maximum 2.0 maximum

PHYSICAL REQUIREMENTS

<u>TEST</u>	<u>DESCRIPTION</u>	<u>SPECIFICATION</u>
MTM - 102	L.A. Abrasion Resistance	45% Max.
MTM - 117	Percentage of Crushed Particles	95% Min.
*MTM - 110	Deleterious Particles in Aggregate	3.5% max.

*Includes the sum of shale, siltstone, structurally weak and clay-ironstone particles

B. SLURRY SEAL APPLICATION

The slurry seal surface shall consist of a mixture of emulsified asphalt, mineral aggregate, and water, properly proportioned, mixed and spread evenly over the single chipseal surface as specified herein and as directed by the engineer. The cured slurry shall have a homogeneous appearance, fill all cracks, adhere firmly to the surface and have skid resistant texture.

1. ASPHALT EMULSION. The emulsified asphalt shall conform to the requirement of International Slurry Seal Association Specification, for type CSS-1H.
2. AGGREGATE. The mineral aggregate shall consist of natural or manufactured sand, slag, crusher fines, and others, or a combination thereof. Smooth-textured sand of less than 1.25 percent water absorption shall not exceed 50 percent of the total combined aggregate. The aggregate shall be clean and free from vegetable matter and other deleterious substances. When tested by ASTM D2419, the aggregate blend shall have a sand equivalent of not less than 45. When tested according to ASTM C88 the aggregate shall show a loss of not more than 15%. When tested according to ASTM C131 the aggregate shall show a loss of not more than 30%.

Mineral fillers such as Portland cement, limestone dust, fly ash, and others shall be considered as part of the blended aggregate and shall be used if required by the mix design. They shall meet the gradation requirements of ASTM D242.

The combined mineral aggregate shall conform to the following gradation when tested by the previously mentioned test.

TYPE II

SIEVE SIZE	PERCENT PASSING
3/8	100
No. 4	90-100
No. 8	65-90
No. 16	45-70
No. 30	30-50
No. 50	18-30
No. 100	10-21
No. 200	5-15

Theoretical Asphalt Content

% Dry Aggregate 7.5-13.5

TYPE II. This aggregate blend is used when it is desired to fill surface voids, correct severe surface conditions, and provide sealing and a minimum wearing surface. An application rate of 18 (plus or minus) 2 pounds per square yard based on dry aggregate weight is used when standard aggregates are utilized.

3. WATER

- a. All water used with the slurry mixture shall be potable and free from harmful soluble salts.

2.02 EQUIPMENT

A. BITUMINOUS SURFACE TREATMENT

All equipment used shall be sufficient size and in such mechanical condition as to produce a satisfactory job.

1. PRESSURE DISTRIBUTORS - The pressure distributor shall have a computerized application rate and speed control. This control shall have a radar ground sensing device that controls the application rate regardless of ground speed or spray bar width. The pressure distributor shall be capable of maintaining the asphalt emulsion at the specified temperature. The spray bar nozzles shall produce a uniform fan spray, and the shutoff shall be instantaneous, with no dripping. Each pressure distributor shall be capable of maintaining the specified application rate within ± 0.015 gal/syd for each load.
2. AGGREGATE CHIP SPREADER - The aggregate chip spreader shall be self-propelled and have a computerized spread control capable of spreading the cover material uniformly for widths of 1 to 20 feet and have a screen to remove oversized material.
3. COMPACTION EQUIPMENT - Shall be self-propelled, vibratory, rubber tired, three wheel or tandem rollers. Rollers shall weigh not less than 6 ton or more than 9 ton.
4. MISCELLANEOUS EQUIPMENT - Sufficient equipment for hauling of cover material shall be provided to ensure continuance covering of bituminous material, hand tools, thermometers, etc. Chain link fence drag shall be available for use when required by engineer.

B. SLURRY SEAL APPLICATION

All equipment used in the performance of this work shall be maintained in satisfactorily working order at all times.

1. SLURRY MIXING EQUIPMENT. A minimum of two (2) continuous flow slurry machines, minimum capacity of eight (8) tons shall be provided. They shall be capable of delivering accurately a predetermined proportion of aggregate, water and asphalt emulsion to the mixing chamber and to discharge the thoroughly mixed product on a continuous basis. The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together. No violent mixing shall be permitted. The mixing machine shall be equipped with an approved fines feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed. The feeder shall be used whenever added mineral filler is a part of the aggregate blend. The mixing machine shall be equipped with a water pressure system and fog type spray bar adequate for complete fogging the surface preceding spreading equipment with a maximum application of 0.05 gallons per square yard.

2. CALIBRATION- Each material delivery function (a) fines feed, (b) aggregate feed, and (c) emulsion feed, shall be independently operated and monitored with digital counters capable of giving accumulated readings of the material usage on a daily basis. All instruments, gauges and meters shall be accurate within +5% of the operating range required. All instruments and controls shall be centrally mounted in a protected console and shall be readily accessible during operation to the Engineer or his designated representative. The bidder will submit calibration sheets for each machine to substantiate meter reading and aggregate openings (gal/count, #/count). Daily counter readings will be supplied to the inspector with yardage applied to verify application rates. If readings do not confirm correct application rates, recalibration on site will be required before additional work is applied.
3. SLURRY SPREADING EQUIPMENT. Attached to the mixer machine shall be a mechanical type squeegee box equipped with flexible material in contact with the surface to prevent loss of slurry from the box. It shall be maintained so as to prevent loss of slurry on varying grades and crown by rotating at center of box. There shall be a steering device and a flexible strike-off. The spreader box shall have an adjustable width from 8 to 12 feet. The box shall be kept clean, and build-up of asphalt and aggregate on the box shall not be permitted. The use of burlap drags or other drags shall be approved by the Engineer.
4. CLEANING EQUIPMENT. Power brooms, power blowers, air compressors, water flushing equipment, and hand brooms shall be suitable for cleaning the surface and cracks of the old surfaces.
5. AUXILIARY EQUIPMENT. Hand squeegees, shovels and other equipment shall be provided as necessary to perform work.

PART 3. EXECUTION

3.01 PREPERATION

A. BITUMINOUS SURFACE TREATMENT

1. Work required on existing surface such as base repair, patching, sweeping shall be done by the contractor. B. SLURRY SEAL APPLICATION 1. Immediately prior to applying the slurry, the surface shall be cleaned of all loose material, silt pots, vegetation, and other objectionable material, which shall be done by owner. Any standard cleaning method used to clean pavements will be acceptable, except water flushing will not be permitted in areas where considerable cracks are present in the pavement surface. The Engineer shall give final approval of the surface.

3.02 CONSTRUCTION

A. BITUMINOUS SURFACE TREATMENT

1. EXISTING SURFACE

- a. The bituminous material shall be applied at the rate specified immediately followed by the self-propelled chipper covering the bituminous material with aggregate. In no instance shall the chipper be more than 400 ft. behind the distributor. The aggregate should be compacted into the bituminous material by a self-propelled roller directly behind the chipper. At no time shall the aggregate cover material be left unrolled for more than 10 minutes.

2. WEATHER LIMITATIONS

- a. No bituminous material shall be applied during rainy weather or when the air temperature in the shade is less than 50 F. and rising except by the approval of the contracting officer

B. SLURRY SEAL APPLICATION

1. GENERAL

- a. The surface shall be fogged with water directly preceding the spreader. The slurry mixture shall be of the desired consistency when deposited on the surface and no additional elements shall be added. Total time of mixing shall not exceed four (4) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines shall be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spreader box. No streaks such as caused by oversized aggregate will be left in the finished pavement.

2. COMPOSITION AND RATE OF APPLICATION OF THE SLURRY MIX

- a. The amount of asphalt emulsion to be blended with the aggregate shall be that as determined by the laboratory report after final adjustment in the field. A minimum amount of water shall be added as necessary to obtain a fluid and homogeneous mixture. The Engineer shall give final approval to the design and rate of application used.

3. JOINTS

- a. No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints.

4. HAND WORK

- a. Approved squeegees shall be used to spread slurry in accessible areas to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from hand work.

5. CURING

- a. Treated areas will be allowed to cure until such time as the Engineer permits their opening to traffic.

6. INTERSECTION

- a. Care should be taken to achieve a clean straight line as directed by the Engineer by use of 15 pound roofing felt or equal. All roofing felt will be removed at completion of work.

7. WEATHER LIMITATION

- a. The slurry seal surface shall not be applied if either the pavement or air temperature of 55 F or below and falling but may be applied with both the air and pavement temperature is 45 F or above and rising. The mixture should not be applied if high relative humidity prolongs the curing beyond a reasonable time.

3.03 FIELD QUALITY CONTROL

A. BITUMINOUS SURFACE TREATMENT 1. INSPECTION a. METHOD OF

MEASUREMENT: Field measurements of the areas seal coated in square yards shall be determined by the engineer in the presence of the contractor and or with his concurrence.

B. SLURRY SEAL APPLICATION

1. LABORATORY TESTING

- a. Sources of all materials shall be selected prior to the time the materials are required for use in the work. All samples shall be taken according to procedures previously mentioned. All materials shall be pretested in a qualified laboratory as to their suitability for use in slurry. The theoretical asphalt content shall be determined. The laboratory shall also determine if a mineral filler is required, and if so, how much should be used. Test samples shall be made and tested on a Wet Track Abrasion Machine. A complete laboratory analysis and test report accompanied by an un-abraded slurry test sample shall be submitted by the Contractor before the job starts.

2. INSPECTION

- a. The slurry seal surface shall be measured and paid for by the square yards of work completed and accepted as designated by the Engineer.

3. SAMPLING

- a. Samples of materials and of the finished slurry surfaces shall be furnished by the Contractor as directed by the Engineer during progress of the work. Test reports may be requested from the Contractor as additional materials arrive.

3.04 CLEANING

- A. Initial sweeping and cleaning will be performed by the contractor.
- B. Sweeping During Contract: The contractor will be required to sweep the chipsealed area prior to the slurry application.
- C. Contractor shall ensure that all existing utility structure covers shall remain clean and visible following the installation of the capeseal surface on the streets

END OF SECTION

**SECTION 770
TURF ESTABLISHMENT**

PART 1. GENERAL

1.01 SUMMARY

This work shall consist of furnishing all labor, material, and equipment necessary to perform all Section 208 and 816 of the 2020 Standard Specification for Construction is supplemented by this Special Provision. The Contractor is responsible for the performance and quality of turf growth in the areas indicated on the plans and as identified by the Engineer. Comply with all local, state and federal laws when completing this work.

It is expected that the turf growth to be turf fully established for final acceptance. Established growth shall be defined as growing seed rooted to the prepared earth bed with a minimum rooted coverage of 90 percent or greater, in a manner approved by the Engineer. The growth must be established before acceptance by the Engineer and final payment for restoration will be allowed.

Establish a durable, permanent, weed-free, mature, perennial turf. The work consists of fundamental turf work, including but not limited to top soiling, seeding, mulching, erosion control, maintenance, watering and repair of turf as described herein during the life of the contract.

Choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times, or until the turf establishment is accepted.

Perform a site analysis, interpret the results and implement a turf establishment program to ensure compliance with this specification. The site analysis must take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control items and devices, maintenance requirements, local highway snow removal and deicing practices, and any other characteristics that influence and affect turf establishment.

PART 2. MATERIALS

Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable and according to MDOT requirements.

Testing and certifications of materials must be in accordance to contract documents and the MDOT Material Source Guide.

Provide topsoil, seed, mulch, pesticide, herbicide, mulch blankets and any other unique erosion control materials as necessary to fulfill this specification, as detailed in the plans. Use additional materials, as necessary, to meet the standards set forth for turf establishment in this special provision. The use of sod will not be allowed for this project.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions. The following are recommendations for turf establishment materials, but the contractor may submit alternate materials. The contractor shall submit, for review and approval, the entire restoration/maintenance plan with materials prior to starting work.

Alternate proposals/materials will be considered with written references from MDOT or public agencies with successful use within 3 years of proposed alternate. Provide 5 successful examples of MDOT projects.

1. Soil. Topsoil shall be placed at least 4 inches deep.

Provide furnished topsoil that will support vigorous growth. Topsoil is a material that consists of natural loam, sandy loam, silty loam, or clay loam humus bearing soils adapted to sustenance of plant life.

Material shall be from an offsite topsoil screening plant, and be loose and black in color. The material shall be free from sod, stones or rocks greater than 0.25 inches, roots, plants, clay lumps, weed stalks, clods, debris or other contaminants as determined by the engineer. The manufactured topsoil shall be a homogeneously blend of mineral soils or sand with stabilized organic soil amendments to produce topsoil. The topsoil shall be obtained from the upper layer of existing fertile soil and be in nutrients with negligible clay content.

Topsoil shall be in accordance with ASTM Standard D5268, 2007, "Standard Specification for Topsoil Used for Landscaping Purposes," ASTM International, West Conshohocken, PA, 2007, DOI: 10.1520/D5268-07, www.astm.org. The contractor shall test topsoil according to ASTM D5268 and the results submitted to the Engineer.

Contractor shall also test for pH content and percent organic content. Contractor shall make recommendations using these and any additional testing required. Provide Test Data Certification according to the Materials Source Guide.

- (1) The pH range shall be from 6.0 to 7.5. Topsoil outside of this range shall be amended by the addition of pH adjusters as approved by the Engineer.

- (2) The organic matter content shall range between 2% and 6% (by dry sample weight).

Topsoil removed from the roadway shall not be used within the project and must be removed from the right of way before project completion. The removed topsoil may be salvaged for use on other projects at the Contractors' expense. All stripped, salvaged, and/or removed topsoil is the property of the contractor.

Temporary topsoil stockpiles shall be located away from drainage courses and wetlands and shall be located outside of the drip line of preserved trees. Temporary stockpile locations outside of the limits of construction shall be restored in accordance with 816 of the MDOT 2020 Standard Specifications for Construction, at the Contractors' expense.

If temporarily stockpiling topsoil outside the right-of-way, obtain and provide the engineer written permission from the owner of the property where the material will be placed. Temporary topsoil stockpiles shall be protected from soil erosion with silt fence and tarps, at the contractor's expense, for any exposed stockpiles left untouched over five calendar days. In lieu of tarps, the Contractor may use a Cereal Rye seeding mixture, provided it grows.

No stripping, salvaging, and/or removing of topsoil is permitted outside of the roadway. Roadway is as defined in Section 101.03 of the Michigan Department of Transportation Standard Specifications for Construction.

Topsoil shall be placed on a prepared earth bed in accordance with Section 816.03A of the MDOT Standard Specifications for Construction. The existing earth bed shall be graded such that the placement of topsoil will meet the final plan grades. Trim and grade the finished slope (MDOT Class A) in accordance with subsection 205.03.N of the Standard Specifications for Construction.

2. Seed.

Select a seed that is suitable for its application from the following:

A. THM Seed Mix (Turf Loamy to Heavy)

For areas that are described as residential and business turf, use seed mixture MDOT THM mix at a minimum rate of 220 lb/acre. These areas are well maintained, mowed about once a week during its established growing season. This seed mix is aesthetically pleasing, and is preferred to adjacent land owners who maintain their frontage.

B. TUF Seed Mix (Turf Urban Freeway)

For all other areas, described as rural turf, use seed mixture is MDOT TUF mix at a minimum rate of 220 lb/acre. These areas are unmaintained, never mowed, or only cut once or twice a year during its established growing season. This seed mix is requires less maintenance and is preferred to adjacent land owners who do not maintain the frontage.

The following seed mixes are to be used as shown on the plans and pay items.

A. ES Seed Mix (Environmental Seed)

The ES seeding mix will be utilized to restore roadside embankment slopes adjacent to wetland areas with mature Michigan meadow vegetation (grasses & wildflowers) and contain the proportions of grasses and forbs as shown in Table 1. The mixture proportion of the seed mixture shall be accomplished by using MCIA certified seed from local origin. The seed must not be mixed together but must be packaged individually according to species. The Engineer will inspect seed before individual packages are opened.

This seed mix is suitable for forested wetland, emergent wetlands, berm and uplands.

Table 1: ES Seed Mixture Proportions

Common Name	Scientific Name	Minimum Purity (%)	Germination (%)	Grass, Sedges, Rushes Weight lbs (Oz)/Acre	Temporary Cover PLS Lbs (Oz)/Acre	Forbs Weight Lbs (Oz)/Acre	Total ES Seed Mix Lbs (Oz)/Acre
Big Bluestem Grass	Andropogon gerardii	90	85	3.5 (56)			
Canada Wild Rye	Elymus canadensis			4 (64)			
Switch Grass	Panicum virgatum			1.5 (24)			
Little Bluestem	Schizachyrium scoparius			2.5 (40)			
Indian Grass	Sorghastrum nutans			4.5 (72)			
Common Oat	Avena sativa				22.5 (360)		
Annual Rye	Lolium multiflorum				6.25 (100)		
Wild Bergamot	Monarda fistulosa					0.15625 (2.5)	
Yellow Coneflower	Ratibida pinnata					0.375 (6)	
Black-eyed Susan	Rudbeckia hirta					0.1875 (3)	
Smooth Aster	Aster laevis					0.125 (2)	
Showy Goldenrod	Solidago speciosa					0.09375 (1.5)	
Butterfly Milkweed	Asclepias tuberosa					0.5 (8)	
Totals:				16 (256)	28.75 (460)	1.4375 (23)	46.1875 (739)

B. BS Seed Mix (Bio-swale Seed)

The BS seeding mix will be utilized in bio-swales or grassy swales as shown on the plans. The seed must not be mixed together but must be packaged individually according to species. The Engineer will inspect seed before individual packages are opened.

Seed shall be installed in accordance with the seasonal limitations that are described in MDOT Standard Specifications of Construction and contract documents. Provide testing of seed per MDOT Material Source Guide.

Table 2: BS Seed Mixture

Common Name	Scientific Name	Permanent Grasses/Sedges PLS Lbs (Oz)/Acre	Temporary Cover PLS Lbs (Oz)/Acre	Forbs PLS Lbs (Oz)/Acre	Total BS Seed Mix PLS Lbs (Oz)/Acre
Big Bluestem	Andropogon gerardii	0.75 (12)			
Bristly Sedge	Carex comosa	0.125 (2)			
Crested Oval Sedge	Carex cristatella	0.0625 (1)			
Bottlebrush Sedge	Carex lurida	0.15625 (2.5)			
Prairie Sedge Mix	Carex spp.	0.125 (2)			
Brown Fox Sedge	Carex vulpinoidea	0.25 (4)			
Virginia Wild Rye	Elymus virginicus	0.50 (8)			
Fowl Manna Grass	Glyceria striata	0.0625 (1)			
Switch Grass	Panicum virgatum	0.125 (2)			
Dark Green Rush	Scirpus atrovirens	0.125 (2)			
Wool Grass	Scirpus cyperinus	0.03125 (0.5)			
Prairie Cord Grass	Spartina pectinata	0.1875 (3)			
Common Oat	Avena sativa		22.5 (360)		
Annual Rye	Lolium multiflorum		6.25 (100)		
Water Plantain (Various)	Alisma spp.			0.0625 (1)	
Swamp Milkweed	Asclepias incarnata			0.125 (2)	
New England Aster	Aster novae- angliae			0.03125 (0.5)	
Tall Coreopsis	Coreopsis tripteris			0.0625 (1)	
Spotted Joe-Pye Weed	Eupatorium maculatum			0.015625 (0.25)	
Blue Flag	Iris virginica			0.25 (4)	

Marsh Blazing Star	Liatris spicata			0.0625 (1)	
Cardinal Flower	Lobelia cardinalis			0.015625 (0.25)	
Great Blue Lobelia	Lobelia siphilitica			0.03125 (0.5)	
Common Water Horehou	Lycopus americanus			0.015625 (0.25)	
Common Arrowhead	Sagittaria latifolia			0.046875 (0.75)	
Prairie Dock	Silphium terebinthaceum			0.0625 (1)	
Blue Vervain	Verbena hastata			0.09375 (1.5)	
Golden Alexanders	Zizia aurea			0.046875 (0.75)	
	Total:	2.5 (40)	28.75 (460)	0.921875 (14.75)	32.421875 (518.75)

Alternate seeding mixes that may be submitted by the contractor (approval of alternate mixes shall solely be decided by the Engineer):

A. Use a seeding mixture that is composed of four or more species of perennial grass.
Use only species and their cultivars or varieties, which are guaranteed hardy for Michigan.

B. Recommended species of perennial grasses include: Kentucky Bluegrass, Perennial Ryegrass, Hard Fescue, Creeping Red Fescue, Chewings Fescue, Turf-type Tall Fescue, Buffalo grass, and Alkaligrass-Fults Puccinellia distans. Select cultivars or varieties of grasses that are disease and insect resistant and of good color. Ensure that no one species in the mix is less than 5 percent, or more than 25 percent, of the mixture by weight. Do not select grass species considered noxious or objectionable, such as Quack Grass, Smooth Brome, Orchard Grass, Reed Canary Grass and others.

a. The seed must be legally saleable in Michigan. The seed product must not contain more than 10 percent inert materials. The seed source must be from an MDOT approved certified vender.

the site use, and to the soils, moisture and local climate. Site use may include, but is not limited to, detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.

c. At least two of the species in the mixture proposed to be planted within 15 feet behind the curb or the shoulder must be salt tolerant.

3. Mulch. Mulch blanket or high velocity mulch blanket according to MDOT Standard

Specification 816.03 G.

Mulch blanket seeded areas with the appropriate materials for the site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.

Mulching, Mulch Anchoring, or Mulching Netting shall not be permitted.

A. Special Mulch

Coir Fiber Erosion Control Blanket:

The coir fiber blanket shall be a 100% organic coir (coconut) fiber blanket woven between two natural fiber nettings into a continuous matrix for temporary erosion protection (North American Green C125 or approved equal). The blankets shall be of consistent thickness with the coconut fiber evenly distributed over the entire area of the mat and a minimum mass per unit area of 0.50 lb/yd². The blanket shall be sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Blankets with cross-lay weaves on top are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 4. The following products meet the specifications for coir fiber ECB lines:

Material Properties:

Mass/Unit Area	ASTM D6475	8.83 oz/yd ² (300 g/m ²)
Min. Tensile Strength	ASTM D4595	125 lb/ft
Min. Permissible Shear Stress	ASTM D6460	2.25 lb/ft ²

4. Herbicides. Comply with all federal, state and local laws. As part of the MDA weed control application, the Contractor is required to make proper notifications and/or postings as per label and MDA requirements for all locations that will be sprayed. Notify the Engineer 48 hours prior to any applications being made. Furnish and apply herbicide(s) as needed. It is the Contractor's responsibility to select the herbicide(s) and the rate at which it is used. Obtain the Engineer's approval of work methods and herbicide(s) selected prior to the application of the herbicide(s). Complete a spray log and submit to the Engineer each day an application is made.

Do not draw water from any waterway (i.e. river, ditch, creek, lake, etc.) located on state, county or municipal right-of-way, for mixing with herbicides.

Weed control is not a pay item and is included in other items of work. It is the responsibility of the Contractor to control weeds as directed by the Engineer until all restoration related pay items are accepted.

5. Fertilizers. Fertilizer shall meet the following minimum requirements: MDOT Class A, 228 lbs./acre. Fertilizer shall be placed in accordance with Section 816.03B of the MDOT Standard Specifications for Construction.

Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required

by soil conditions. Obtain the Engineer's approval of work methods and fertilizer(s) prior to the application of the fertilizer(s).

6. Water. Furnish and apply water from an approved source at a rate to promote healthy growth. Watering seed until vigorous turf growth is accepted shall be considered included in the surface restoration work.

PART 3. CONSTRUCTION

The Contractor is responsible for all work and all construction methods used in completing this work. Implementation of any part of MDOT standard specifications or standard plans by the Contractor does not relieve the Contractor of responsibility for acceptability of the construction methods or for the quality of the work.

1. Contractor Turf Establishment Experience Requirements. Weed control must be done by a commercial herbicide applicator, licensed by the State of Michigan and certified by the Michigan Department of Agriculture (MDA) in the appropriate category to apply herbicides. Use application procedures and materials according to federal, state and local regulations. Use of restricted use chemicals is prohibited. The Contractor must provide appropriate documentation and secure approval from the Engineer before application of herbicides. Submit information to engineer.

At least 10 work days prior to start of turf establishment, submit documentation to the Engineer, from the Contractor performing the turf establishment work, that they meet one or both of the following requirements.

a) At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has a degree or certificate in Turf Management, Horticulture or related field.

b) At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has at least 5 years of experience in roadside turf establishment.

Contractor's Field Supervision: The Installer shall maintain an experienced full-time supervisor on Project site when work is in progress.

2. Planting Restrictions: Plant according to season limitations in Section 816. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.

3. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

4. Examination

Examine areas to be planted for compliance with requirements and other conditions affecting performance.

a) Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

- b) Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
- c) Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
- d) Uniformly moisten excessively dry soil that is not workable and which is too dusty.

5. Preparation

- a) Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, 100-year floodplain, wetlands, and plantings from damage caused by planting operations.
- b) Protect grade stakes set by others until directed to remove them. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- c) Slopes shall be class A slopes as defined in the MDOT Standard Specifications for Construction. These slopes shall be maintained during the entire turf establishment period. Any settlement will be the responsibility of the contractor to repair at no additional cost to the contract.
- d) Preparation of Earth Bed. According to 816.03 A. 1.

6. Seeding

- a) Seeding shall be sown in accordance with Section 816.03C of the MDOT Standard Specifications for Construction. The application rate for the seeding shall be as specified in the Products section.
- b) Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
- c) Do not use wet seed or seed that is moldy or otherwise damaged.
- d) Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- e) Rake seed lightly into top 1/8-inch of soil, roll lightly, and water with fine spray.

The above requirements do not apply to wetland seeding and is part of other contract documents.

7. Turf Maintenance

- a) It is the responsibility of the Contractor to regularly water new seed in order to establish a dense lawn of permanent grasses that is free from mounds and depressions. Any portion of a seeded area that fails to show a uniform germination shall be re-seeded. Such re-seeding shall be at the Contractor's expense and shall continue until a dense lawn is established.
- b) Watering seed shall be considered as included in the turf establishment work.
- c) Maintain and establish grass by watering, fertilizing, weeding, mowing, trimming, replanting, core aeration, and performing other operations as required to re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- d) Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
- e) In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
- f) Watering: Maintain temporary turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

- g) Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Layout temporary watering system to avoid walking over muddy or newly planted areas.
- h) Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- i) All prepared restoration areas of the entire project limits are the responsibility of the Contractor until final acceptance by the Engineer.

8. Cleanup and Protection

- a) Promptly remove soil and debris created by restoration work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- b) Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- c) Remove non-degradable erosion-control measures after grass establishment period.

9. Inspection of the Work. The Contractor is responsible for all weekly inspection of turf establishment work.

The contractor shall also notify the engineer 24 hours before performing any work.

If requested by the Engineer, use a Contractor's Weekly Report, to be approved by the Engineer, to report inspections made and to document turf establishment work performed on this project.

- Complete and submit a Contractor's Weekly Report to the Engineer when any work performed under this special provision is in progress. Submit report within 24 hours of performing work
- Include all necessary materials documentation including tests slips, certifications, bag tags, etc. with the associated Contractor's Weekly Report.
- The Engineer will determine the acceptability of the Contractor's Weekly Report in terms of their completeness and accuracy. The Engineer reserves the right to verify all submitted measurements and computations. Failure by the Contractor to submit acceptable and timely reports to the Engineer may result in withholding of progress pay estimates on turf-related items until such time as reports are submitted and deemed acceptable.

The Engineer reserves the right to inspect the project for any reason in accordance with subsection 104.01 of the Standard Specifications for Construction, including the fulfillment of other inspection requirements such as Soil Erosion and Sedimentation Control, NPDES, etc. Inspections made by the Engineer do not relieve the Contractor of the responsibility for inspections required by this special provision or the Contractor's responsibilities for erosion control and turf establishment.

10. Erosion Control. Erosion must be controlled at all times according to section 208 of the Standard Specifications for Construction. Control of soil erosion is the responsibility of the Contractor. However, sedimentation controls must be placed as indicated on the plans or as directed by the Engineer. The site must be continuously monitored by the Contractor for needed erosion repair from any cause as addressed in the contract documents. All eroded areas must be returned to original grade as detailed in the contract documents.

If sedimentation occurs in drainage structures or any watercourse or water containment area, corrective action must be taken immediately and all disturbed areas contributing to this sedimentation must be

stabilized within 24 hours after the erosion occurrence. Sediment deposited as a result of the Contractor's inability to control the soil erosion must be removed at the Contractor's expense.

The Contractor must reimburse for any costs levied against the , such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this special provision and with federal, state and local laws.

11. Erosion Repair. The Contractor is responsible for all repairs and liable for all consequences (legal, monetary or other) associated with erosion or sedimentation damage to finished or unfinished work.

All erosion occurrences and the repairs made by the Contractor must be reported to the Engineer in the format and at the frequency required by the Engineer. Any erosion, displacement or disturbance to ongoing or completed work by any cause must be repaired by the Contractor at no additional cost to the contract unless otherwise noted herein.

The Contractor is responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Any eroded area that may affect the support of the roadbed or safety of the public must be repaired within 24 hours of the erosion occurrence.

Protective devices such as barriers, directional signs/signals, temporary fence, or any other safety measures must be placed by the Contractor immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, the Contractor must, within 24 hours of the occurrence of the damage, provide the Engineer with a written summary of the immediate action taken describing the repairs made and the safety measures taken. These protective devices are at the Contractors expense.

Shoulders, slopes, and other areas damaged by erosion prior to final acceptance of the project shall be fully repaired as directed by the Engineer at the Contractor's expense. To fully repair damaged areas the Contractor may be required to perform the following work. Fill and/or regrade rills and gullies with topsoil; fill and/or re-grade shoulder with gravel as specified on plans; re-seed, fertilize, and mulch with anchoring or mulch mats whichever was originally used to restore the area.

All corrective action erosion repairs shall be made according to contract documents and shall be made within 24 hours if sedimentation has occurred into a watercourse or public safety may be compromised. Otherwise, corrective action shall be made within 5 calendar days.

Due to any erosion as part of restoration, the Contractor shall be responsible for cleaning out all drainage structures, culverts, and ditches that are located within the area of construction. All ditches shall be restored such that drainage will flow freely. The cost of this work shall be considered as included in the pay items for restoration work.

12. Mowing and Weeding. Turf must be maintained to a visually appealing level, and not more than 8 inches in height at any time, prior to acceptance. Weeds must be controlled to less than 1 percent of the Turf Establishment area at all times during construction.

13. Contractor maintenance plan during establishment period

Contractor shall submit plan for review/approval. The plan may be revised based on inadequate field results.

14. Establishment Period

Contractor is responsible for growth according to Special Provision. Engineer determines acceptance after the Contractor's written request for final inspection of turf. Acceptance will only be considered after 60 calendar days of placement. The days do not include the seasonal limitations between October 10 and April 15.

If the contractor does not establish growth before seasonal limitations, the contractor is responsible for all SESC measures. At a minimum, this includes temporary mulch blanket. The cost for this work is paid for separately.

15. Submittals

The following is a general list of submittals for this special provision:

- a) Documentation showing that Contractor meets Turf Establishment Experience Requirements.
- b) Alternate materials (seed, fertilizer, etc.), if contractor requests
- c) Topsoil test results
- d) Herbicide spray log
- e) Contractor's Weekly Report of inspections
- f) Contractor maintenance plan
- g) Certifications according to MDOT Material Source Guide
- h) Any other documents to meet this Special Provision and Contract Documents.

16. Final Acceptance

A. Final Acceptance Parameters. Before final acceptance of the turf establishment work, all of the following minimum parameters must be met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas:

- 1) Meet all requirements of this Special Provision
- 2) No exposed bare soil and the turf must be fully germinated
- 3) Dark green in color and in a vigorous growing condition
- 4) Healthy, uniform, erosion free, weed free, disease free
- 5) Free of surface irregularities
- 6) 90% of the restoration areas must have established growth.

The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer during these inspections. If the Contractor does not agree with the decision made by the Engineer, the Contractor may request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, to include the Engineer, the Contractor, and the third party, will be scheduled by the Engineer. All expert fees and expenses charged by the third party must be paid by the Contractor.

Progress of Final Restoration: If in the judgment of the Owner, adequate site restoration efforts are not being expended, then the Owner will take the necessary steps to perform such restoration and shall charge the Contractor for all of the costs until proper order is restored. The Owner may also charge damages or reduce the amount of payment.

3.01 PAYMENT

Turf Establishment and Turf Establishment, (Type) Seed will be measured in place by area in square yards. All materials, labor and equipment required or selected by the Contractor to install, maintain, inspect, repair and meet the acceptance parameters for turf establishment specified in this special provision, including preparation, updating and submittal of the Contractor's Weekly Reports, are included in the contract unit price bid for Turf Establishment.

All of the above requirements within the Special Provision shall not be considered for additional payment, and shall be included as part of the contract unit price for Turf Establishment until the turf is accepted.

Repairs made to damaged turf establishment areas as a result of any storm event shall be included in the pay item Turf Establishment and Turf Establishment, (Type) Seed.

The following schedule of payment applies to work performed according to this special provision. Upon completion of mulch blanket stage, 50 percent of the authorized amount for Turf Establishment will be paid to the Contractor. The remaining 50 percent of the authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for Turf Establishment.

If the construction schedule is modified or there are extensions of times, the contractor shall adjust the turf establishment plan at no additional cost to the contract.

The Turf Establishment pay item includes all testing by the contractor.

END OF SECTION

SECTION 900
SUPPLEMENTAL SPECIFICATIONS

PART 1. GENERAL

1.01 SCOPE

- A. The Supplemental Specifications apply particularly to this Contract. If there are parts of these Specifications, which differ from other sections of these Specifications, the Supplemental Specifications shall control. The 2020 M.D.O.T. Standard Specifications for Construction shall apply for all work items within this contract, except as modified in this Contract Document.
- B. The work covered by this Contract shall consist of those items listed in the proposal. The Contractor shall, for the amount of money earned, based on unit prices stated in the Contract Documents, furnish and provide all labor, tools, equipment and materials, and do all work required in completing all requested concrete pavement removals and replacements, restoration, sealing, asphalt patching, and other work related to the project. All of the items of work are to be done in accordance with the plans and Contract Documents of which these Specifications are a part.

1.02 MATERIALS

- A. All materials shall be new and of the grades specified, and shall be the best of their respective kinds for the uses intended. The terms "approved" and "or approved equal" mean that the Engineer must be consulted and approve the material before the material in question is purchased or installed in the work. The approval of any material by the Engineer does not mean the acceptance of the material actually furnished if it should be found defective or inadequate for the purpose intended.
- B. Special brands or grades of material or devices specified or shown on the drawings are named for the purpose of establishing a standard of quality and character desired. Other materials of equality and adaptability for the purpose for which they are intended may be substituted, but shall have the approval of the Engineer as to the equality and adaptability before being incorporated in the work.
- C. The Contractor shall order or arrange for materials well in advance of their expected use in the work, as far as practicable, in order to allow time for inspection, etc., and thus avoid unnecessary delays which may otherwise occur.
- D. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 TRAFFIC MAINTENANCE AND CONTROL

- A. Prior to closing any of the streets on this project to through traffic, the Contractor shall supply cones, barriers, and warning signs in accordance with the plans and the MMUTCD. Road closure signage shall not be erected more than two (2) work days in advance of planned closing, and erection of signing shall not begin until approved by the Engineer.
- B. The Contractor shall provide all materials, labor and equipment necessary to install, maintain and remove traffic control devices and to maintain access to driveways (including temporary gravel or cold patch). In general, the Contractor shall keep roads accessible to all residents during all phases of the project, except as follows:

- a. If concrete or asphalt work is required across a driveway, the work shall be done expeditiously after removals, so as to keep residents parking on the street or other driveways to a minimum.
- b. If asphalt or concrete is being placed, or during the curing period for concrete pavement.
- c. If open removals in the road makes driving in the immediate area hazardous.
- C. The Contractor shall be responsible for maintaining traffic control that allows local access to the residents as specified above, including having flag control or labor to move barricades as necessary to facilitate both their operations and local traffic.
- D. On major roads, the Contractor shall supply a flashing arrow board for each lane closure or diversion. No closures shall occur on major roads until the time, layout, and signing has been approved by the Engineer. The Contractor shall maintain and operate all needed signs, arrow boards, and barricades until the closure is ready to be removed. Lane closures and lane shifts shall be conducted in accordance with the MMUTCD.
- E. All traffic control materials and labor shall be incidental to the other pay items in this Contract, and shall not be paid for separately, with the exception of work areas within major streets where a flashing arrow board, extended taper, and advance warning signs are required. The Contractor is encouraged to consider varying work areas when preparing their bid. For example, work in the Central Business District will require additional coordination, traffic control measures (both for vehicles and pedestrians), and guarding of work areas. These costs must be factored in the base unit prices bid, and are not subject to additional payment to cover these factors.

1.04 LAWN SPRINKLERS

- A. In General, the Contractor shall take all necessary precaution to maintain all items placed in the right-of-way, and any items removed or damaged shall be replaced in kind. The Contractor shall take precautions not to damage private sprinkler systems, and shall repair any sprinkler damage that occurs during construction. This work shall be incidental to the work items being performed.
- B. If a lawn sprinkler line is damaged, the Contractor shall sufficiently plug or cap the line to prevent the sprinkler line from discharging when the system is activated, and shall make the permanent repair in a timely manner.

1.05 STAGING OF EQUIPMENT AND UNWANTED MATERIALS

- A. Waste materials such as clay, dirt, sod, and broken concrete shall be disposed of on a daily basis at the Contractor's expense, off site. Storage of waste materials overnight within the public right-of-way is prohibited.
- B. The City is not obligated to provide large areas to store equipment for the Contractor during the execution of this Contract. The Contractor shall bring just enough equipment to the job site to complete the work, and all items should be used on a daily basis. The Contractor shall plan to park equipment in the right-of-way in the immediate area of that day's work, and shall plan to move it to the next area on a daily basis. Long term parking in the public right-of-way shall not be allowed. The City does not have suitable parking areas within the limits of the City for this purpose.

1.06 TIMING OF WORK

- A. No cape seal construction work on any of the streets shall be performed between November 15, 2024 and April 1, 2025.
- B. If there are issues with plantings or vegetation establishment the Contractor may address these final issues in Fall of 2025. All vegetation establishment must be completed by October 31, 2025.
- C. If it becomes necessary for the Contractor's personnel to work overtime in order to complete said work within the above noted time limitations, the Contractor shall perform such overtime work at no additional cost to the Owner.
- D. The Contractor shall have the project substantially completed by June 30, 2025. Substantial completion shall be defined as all pavement materials being placed, and all debris and temporary signing removed from the work site(s). The Contractor shall have all work on the project finally completed by July 31, 2025.
- E. Removed concrete sidewalks are considered a liability to the City and to the Contractor. All sidewalk areas that are removed shall be repaved within forty-eight (48) hours of removal.
- F. The Contractor shall be required to plan his activities such that sidewalks or streets shall be out of service the shortest time practical. As an example, all concrete removed on a Friday shall be poured again either that same Friday, or the Saturday thereafter, weather permitting. No removal areas shall be initiated on a Saturday.
- G. The Engineer has the right to halt all further removals if the weather forecast clearly indicates that repaving of planned removal areas will not be able to meet the timing expectations of this section.

PART 2. GENERAL PAY ITEMS

2.01 MOBILIZATION

- A. The purpose of this pay item is to provide payment to the Contractor for the cost of delivering equipment and materials to the job site as needed throughout the project. The Contractor shall not charge more than 5% of the total cost of the project for this pay item. Providing a price in excess of 5% could be grounds for invalidation of the bid.
- B. Payment for this pay item shall be divided into 2 parts. The first payment will be for 75% and the second payment for 25%, with payments arriving on each of the first two disbursements. The Contractor should anticipate being paid approximately every 30 days for work on this Contract.

2.02 INLET FILTER

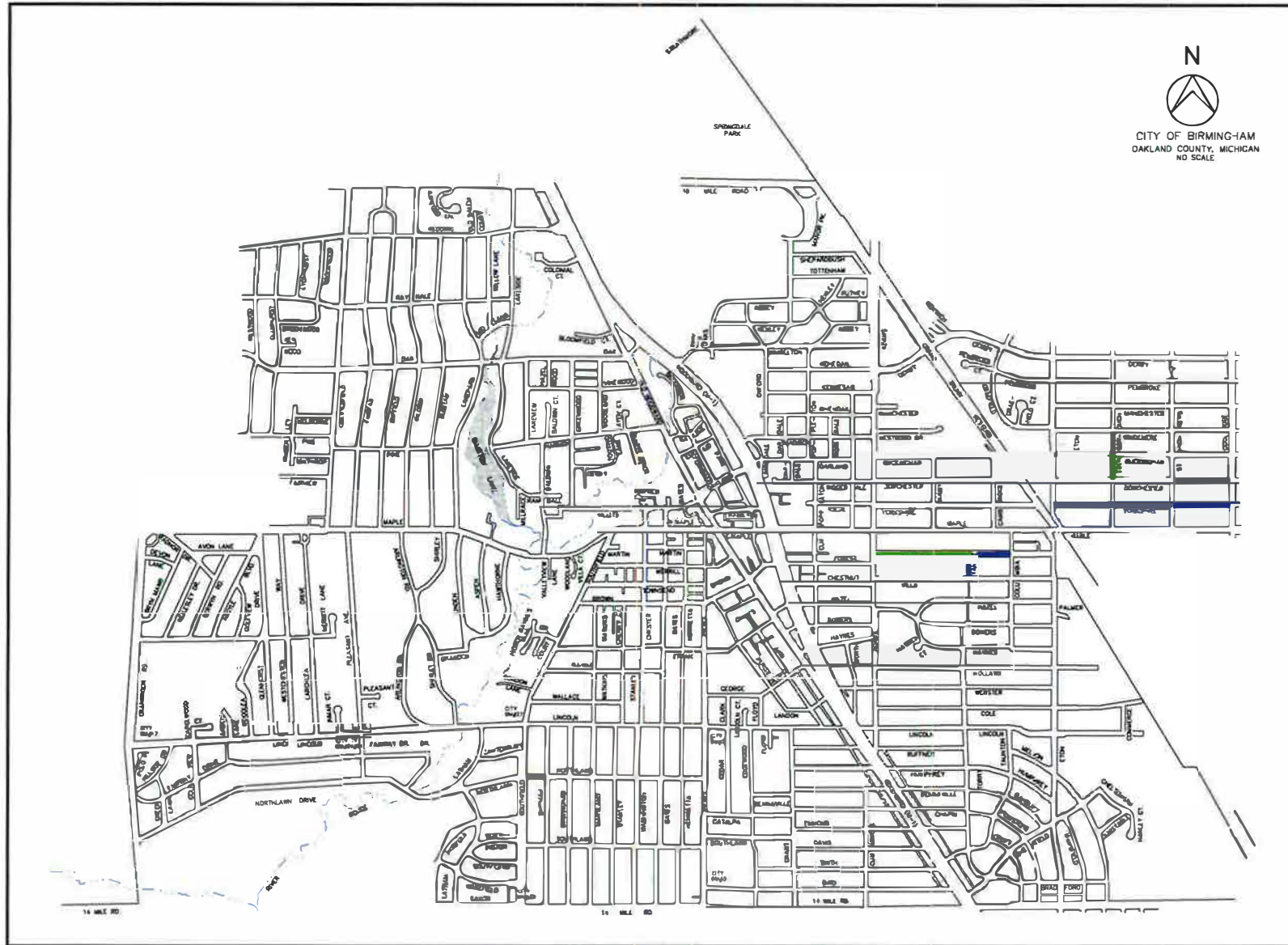
- A. Installation of this item shall follow the standard details prepared by the Oakland County Water Resources Commissioner. The detail for the "Inlet Filter" shall be modified appropriately to accommodate the proposed flat catch basin covers.
- B. This pay item will be required on existing catch basins during all excavation, removal, subbase preparation, etc.

2.03 INSPECTOR CREW DAYS

- A. The "Inspector for Crew Days" provision as stated in the "General Requirements" section of the Contract shall be modified as noted below:

1. Sunday work for this project shall be charged similar to the other weekdays. (Sunday work is not allowed except for cases of Special Approval)
 2. All days shall be charged to a maximum of one (1) day per inspector on site, regardless of total number of hours spent on the project per day.
 3. The number of crew days for each pay period will be added as a pay item (up to the amount bid as a maximum) and the actual number of days used will be deducted from the overall total amount due with each pay estimate. If the total amount bid has not been used at the end of the contract, the bid amount will be paid on the final estimate.
- F. If additional work other than what is noted herein is necessary to complete the project, the City will consider adjusting the inspector crew days number upon request. The adjustment shall be based upon the percentage increase in the total value of the project over what was originally bid.
- G. When bidding this amount, the Contractor shall consider all the various parts of the project, and bid an appropriate number of work days to cover all of the work areas within the bidding document, to accurately measure the number of days that inspection shall be required. The Contractor will not be billed more than one Inspector Crew Day on the same calendar day due to the City's potential need to assign more than one staff person to the project, particularly if work is occurring at multiple locations on a given work day.

END OF SECTION





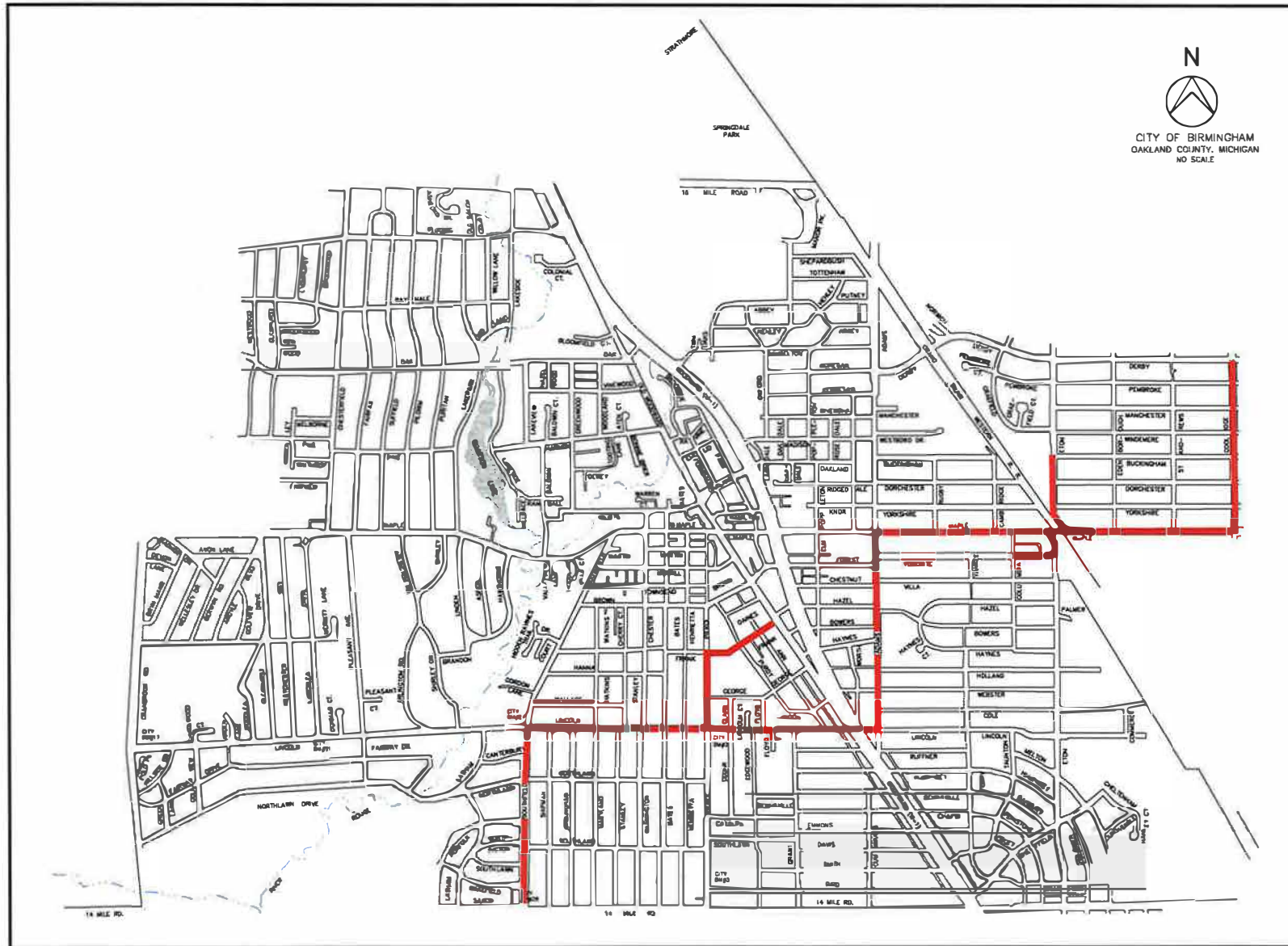
2025 CAPESEAL
MAP OF WORK TO BE COMPLETED

LEGEND

- PULVERIZE, CEMENT STABILIZATION, DOUBLE CHIPSEAL AND SLURRY
- DOUBLE CHIPSEAL AND SLURRY

2025 CAPE SEAL PROGRAM
5-25 (P)

FOR REFERENCE ONLY	FIGURE NO. 1
NOT TO SCALE	



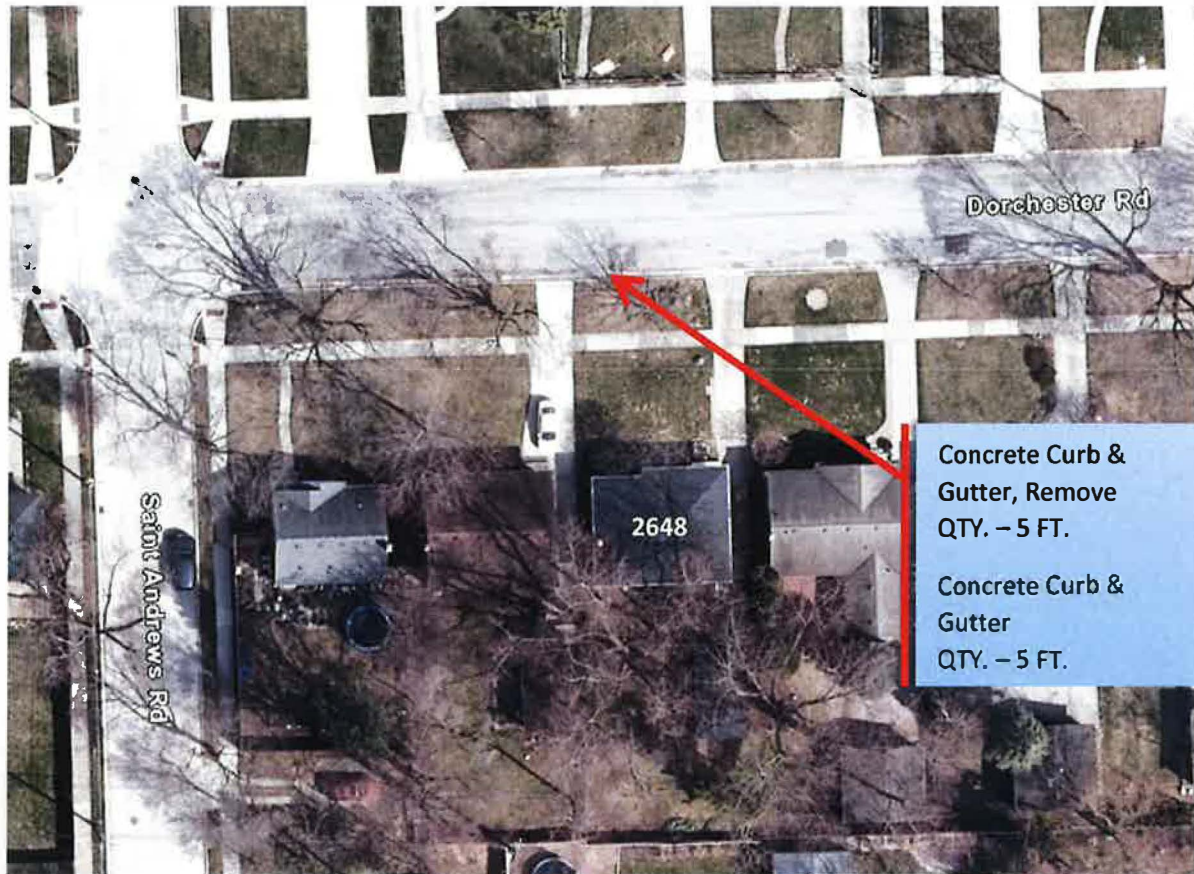
 BIRMINGHAM A WALKABLE CITY	
2025 CAPESEAL MAP OF AUTHORIZED HAUL ROUTE	
LEGEND — AUTHORIZED HAUL ROUTE	
2025 CAPE SEAL PROGRAM 5-25 (P)	
FOR REFERENCE ONLY	FIGURE NO. 2
NOT TO SCALE	

CONCRETE REPAIR PLAN



NOTE:

This map is intended for
reference purposes only



DORCHESTER RD.
-Not to Scale-

NOTE:

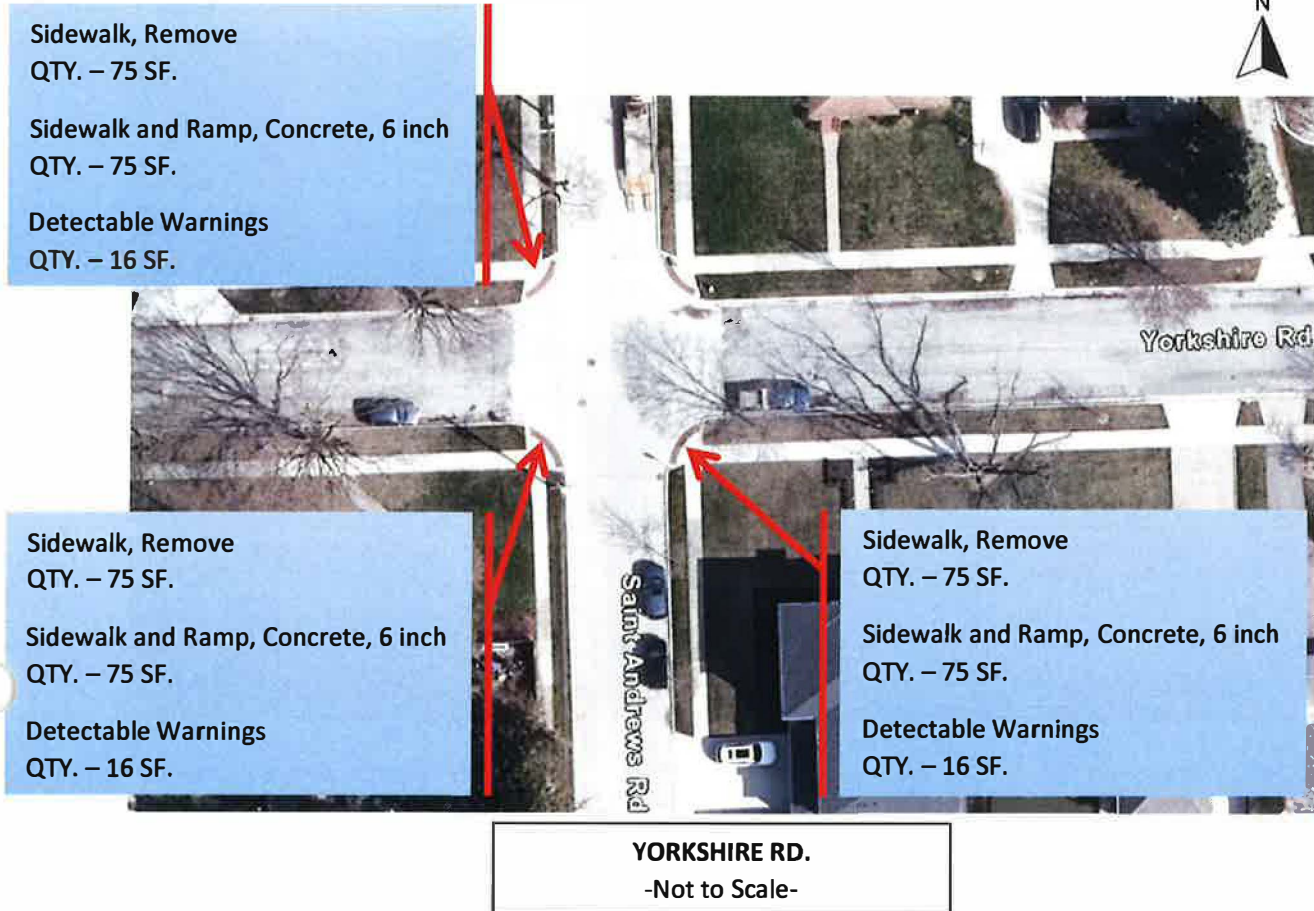
This map is intended for
reference purposes only



NORTHLAWN BLVD.
-Not to Scale-

NOTE:

This map is intended for
reference purposes only



NOTE:

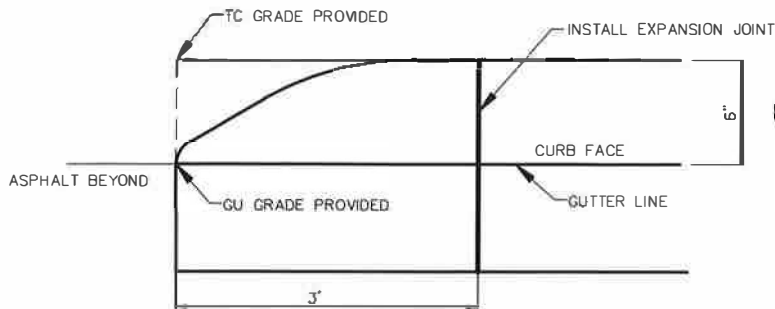
This map is intended for
reference purposes only



YOSEMITE BLVD.
-Not to Scale-

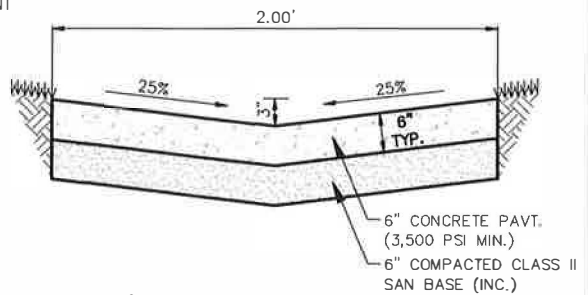
NOTE:

This map is intended for
reference purposes only



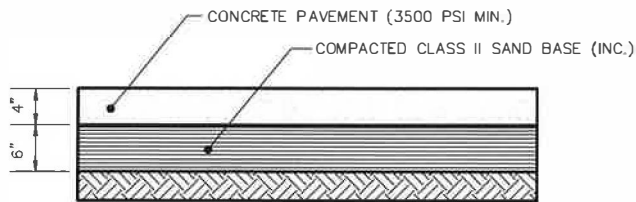
(CT) CURB TAPER DETAIL AT ALL CURB END LOCATIONS

N.T.S.



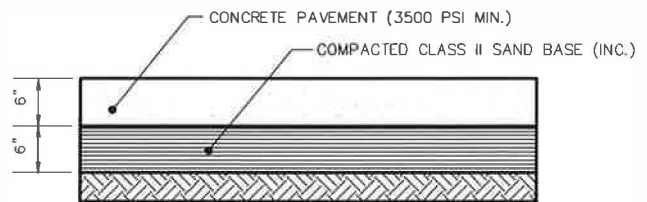
2' WIDE DRAINAGE SPILLWAY DETAIL

N.T.S.



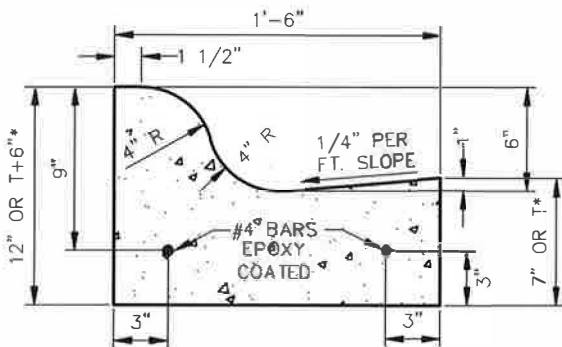
4\"/>

N.T.S.



6\"/>

N.T.S.

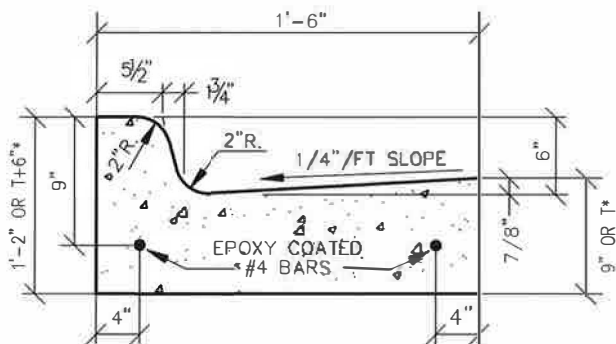


NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

*NOTE: "T" REFERS TO PAVEMENT THICKNESS WHEN CURB IS POURED INTEGRAL

BIRMINGHAM 6\"/>

N.T.S.



NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

*NOTE: "T" REFERS TO PAVEMENT THICKNESS WHEN CURB IS POURED INTEGRAL.

MDOT CONCRETE CURB AND GUTTER, STANDARD GUTTER, DETAIL F2

APPLIES TO RAMPS AT WOODWARD & WORTH

N.T.S.



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

PREPARED FOR:

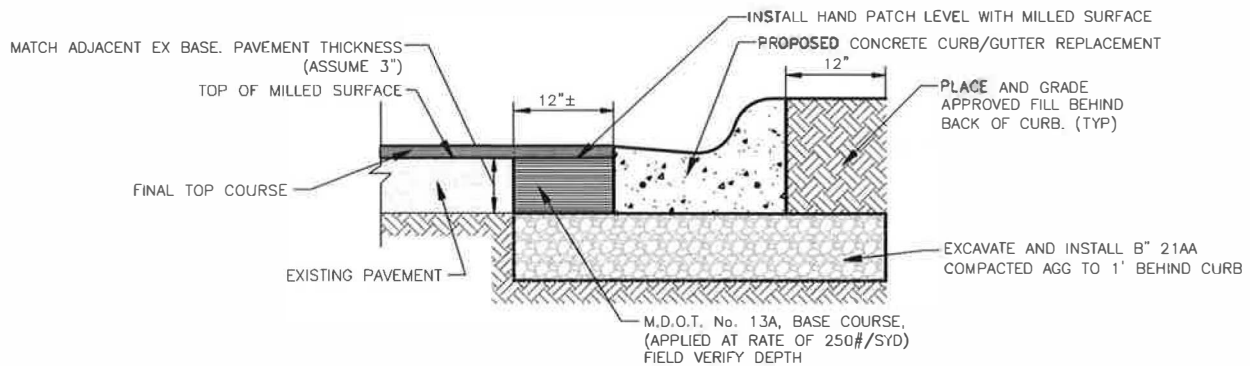


Engineering Department
151 Martin Street
Birmingham, MI 48012

SCALE
N.T.S.

DATE
3/27/18

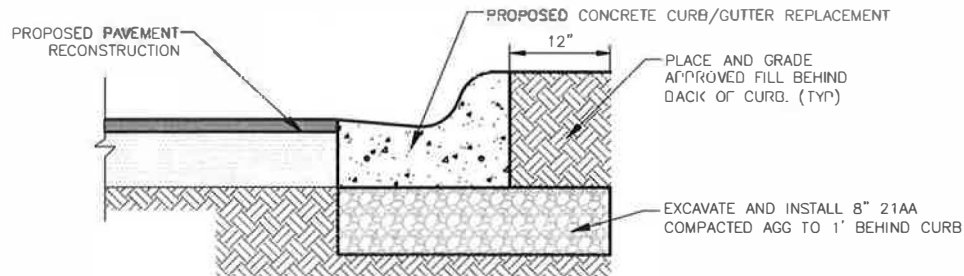
DRAWN
CD



CURB REPLACEMENT / HANDPATCH

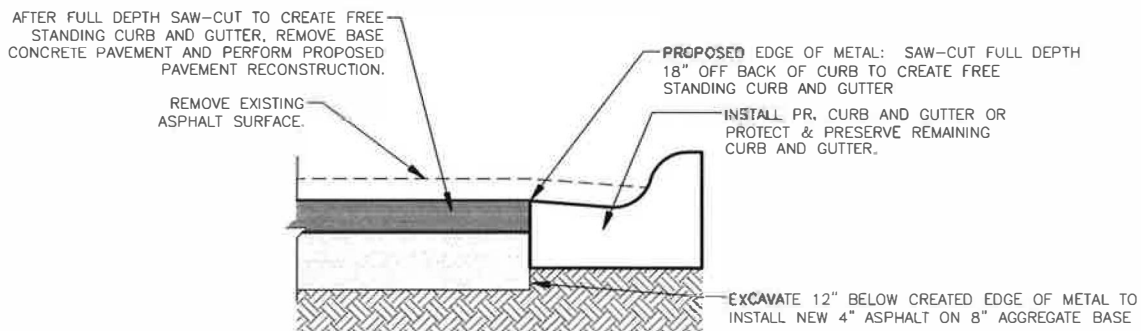
APPLIES TO PAVEMENT RESURFACING
AREAS AND/OR AS SPECIFIED

N.T.S.



CURB REPLACEMENT ADJACENT TO PAVEMENT RECONSTRUCTION

N.T.S.



FULL DEPTH PAVEMENT SAWCUT TO CREATE FREESTANDING CURB AND GUTTER

N.T.S.



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

PREPARED FOR:



Engineering Department
151 Martin Street
Birmingham, MI 48012

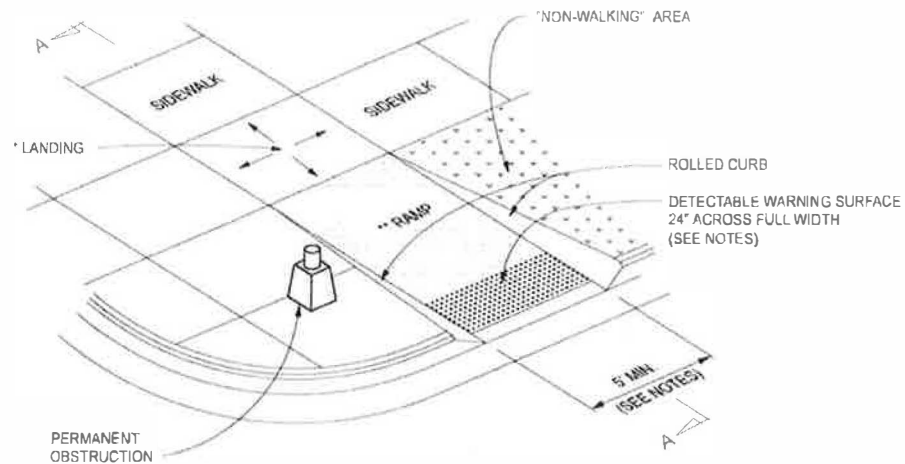
SCALE
N.T.S.

DATE
3/27/18

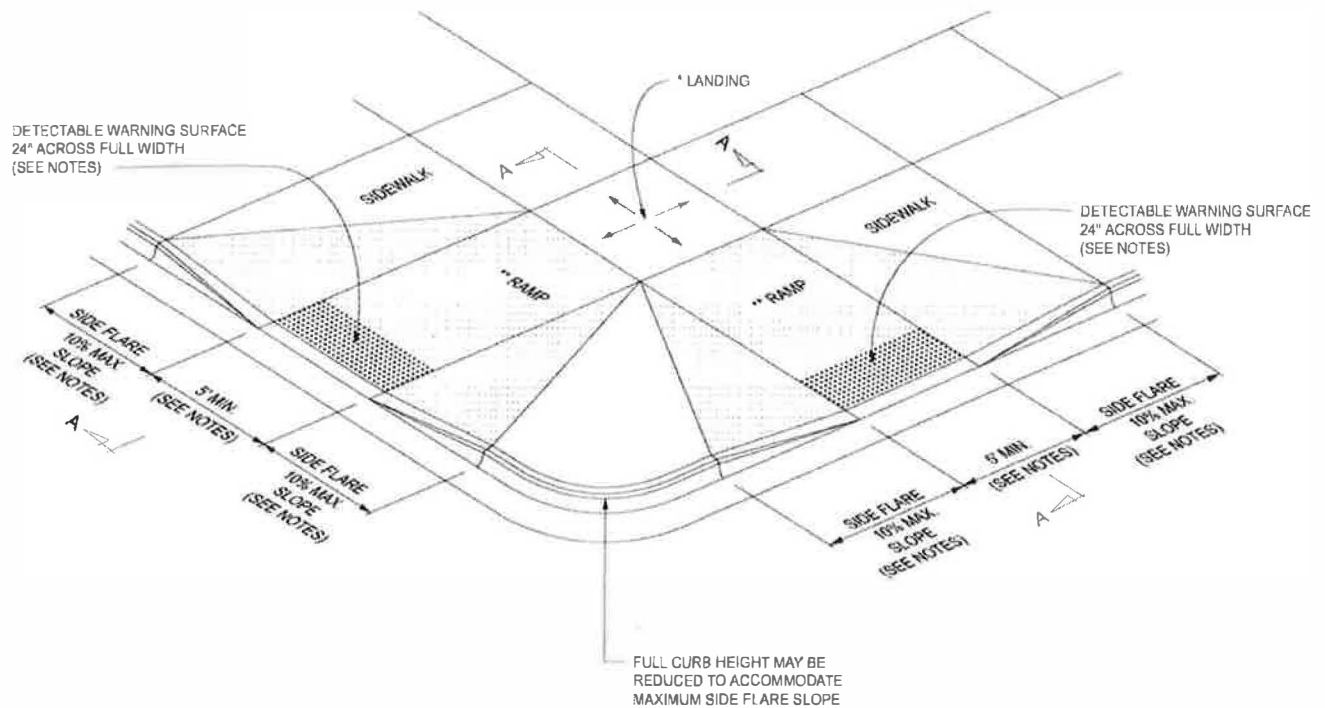
DRAWN
CD

* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES

** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES



CURB RAMP TYPE R
(ROLLED SIDES)



CURB RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)

APPROVED BY: _____
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: _____
DIRECTOR, BUREAU OF DEVELOPMENT



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

(SPECIAL DETAIL)
FHWA APPROVAL

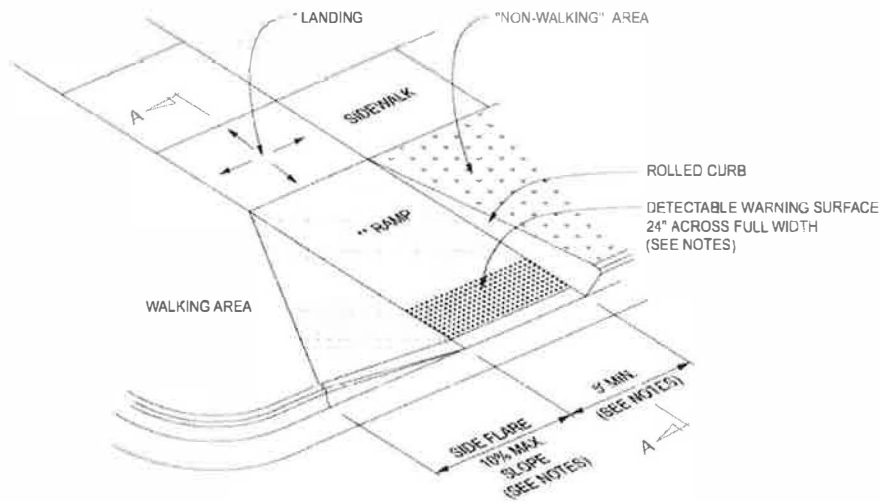
11/08/2023
PLAN DATE

R-28-K

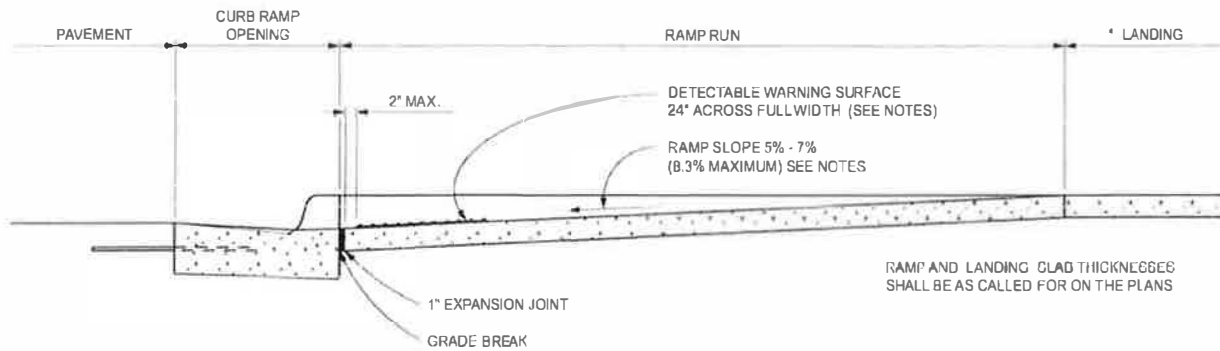
SHEET
1 OF 7

* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES

** MAXIMUM RAMP CROSS SLOPE IS 2.1%. RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES



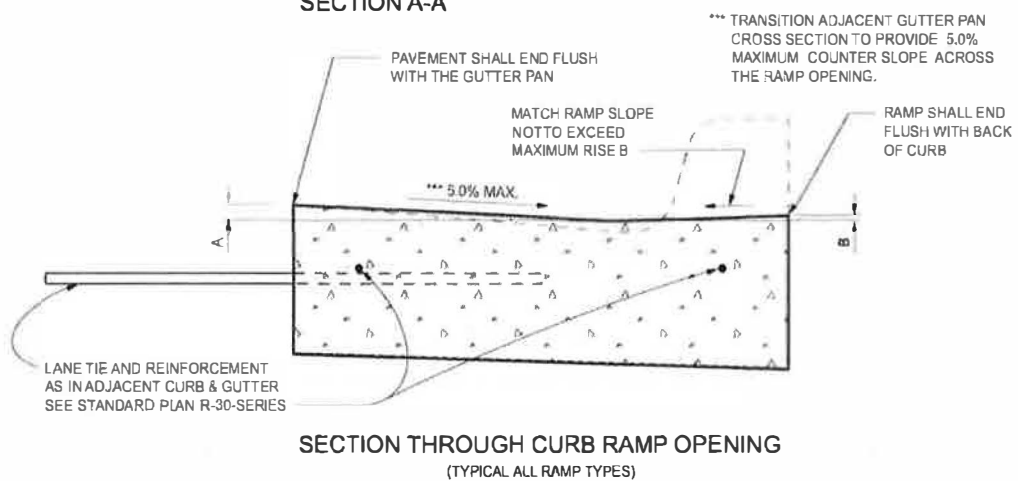
CURB RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A

CURB TYPE	MAXIMUM RISE (INCHES)	
	A	B
B1	3/4	1
B2	3/4	1
B3	3/4	1
D1	3/4	1
D2	3/4	1
D3	3/4	1
C1	1/2	1/2
C2	1/2	1/2
C3	3/8	1/2
C4	3/8	1/2
C5	1	1/2
C6	1	1/2
F1	1/2	1/2
F2	1/2	1/2
F3	3/8	1/2
F4	3/8	1/2
F5	1	1/2
F6	1	1/2

FOR CURB TYPES SEE
STANDARD PLAN R-30-SERIES



SECTION THROUGH CURB RAMP OPENING
(TYPICAL ALL RAMP TYPES)



DEPARTMENT DIRECTOR
BRADLEY C. WILFRED, PE

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

{SPECIAL DETAIL}
FHWA APPROVAL

11/08/2023
PLAN DATE

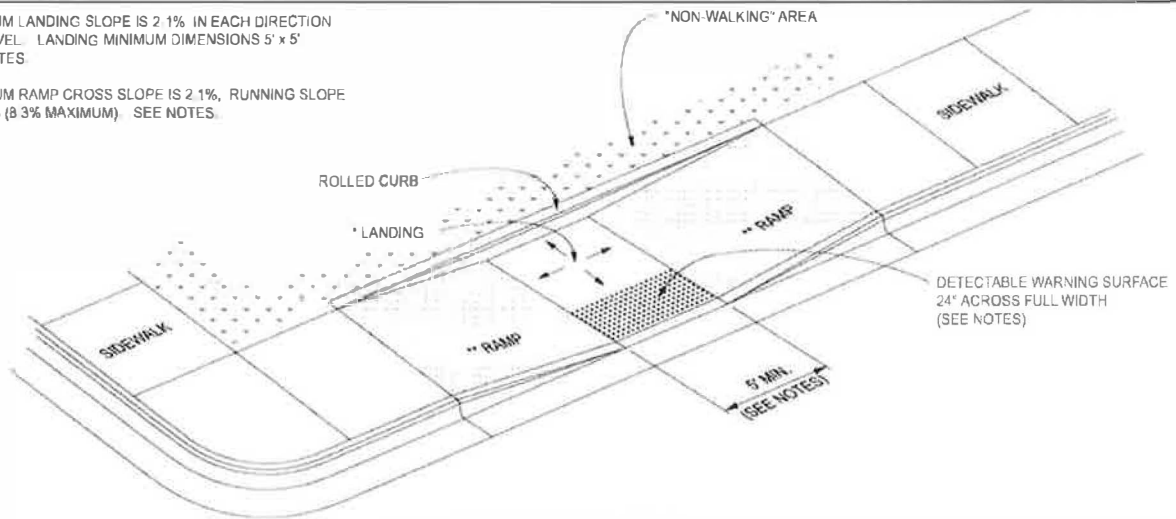
R-28-K

SHEET
2 OF 7

SECT

* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5' SEE NOTES

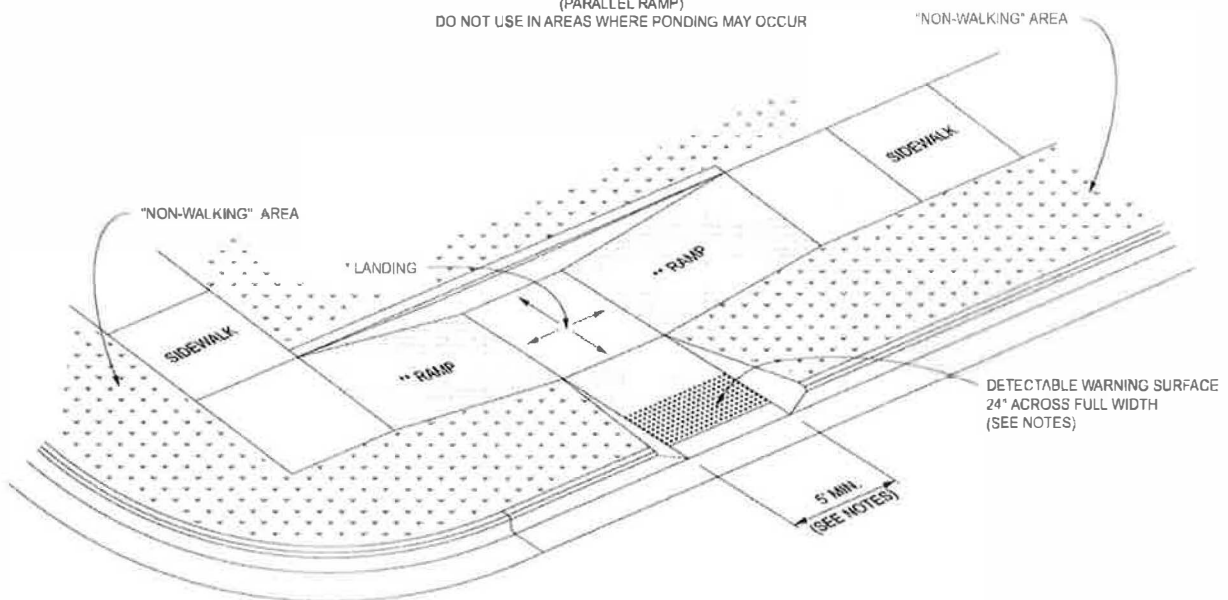
** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



CURB RAMP TYPE P

(PARALLEL RAMP)

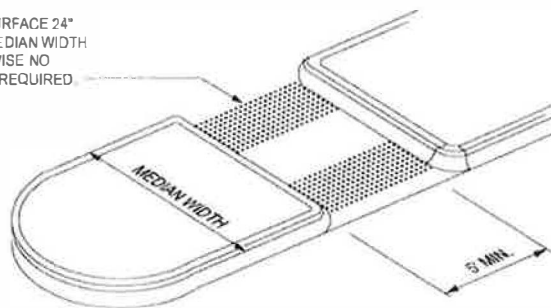
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



CURB RAMP TYPE C

(COMBINATION RAMP)

DETECTABLE WARNING SURFACE 24" ACROSS FULL WIDTH IF MEDIAN WIDTH IS AT LEAST 8'-0". OTHERWISE NO DETECTABLE WARNING IS REQUIRED.



CURB RAMP TYPE M

(MEDIAN ISLAND)



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS

(SPECIAL DETAIL)
FHWA APPROVAL

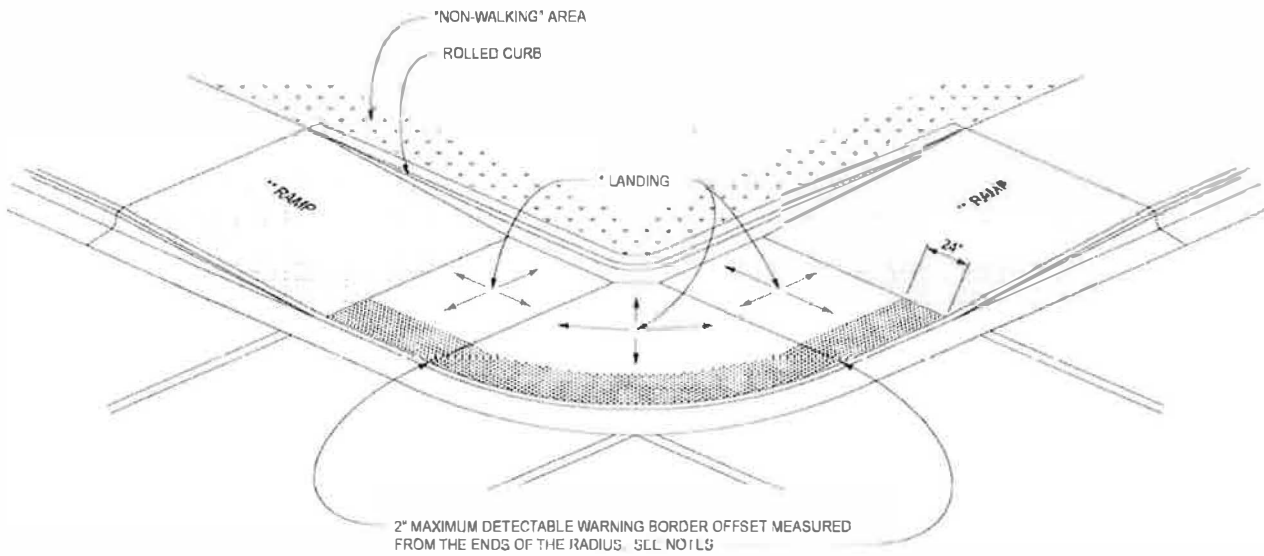
11/08/2023
PLAN DATE

R-28-K

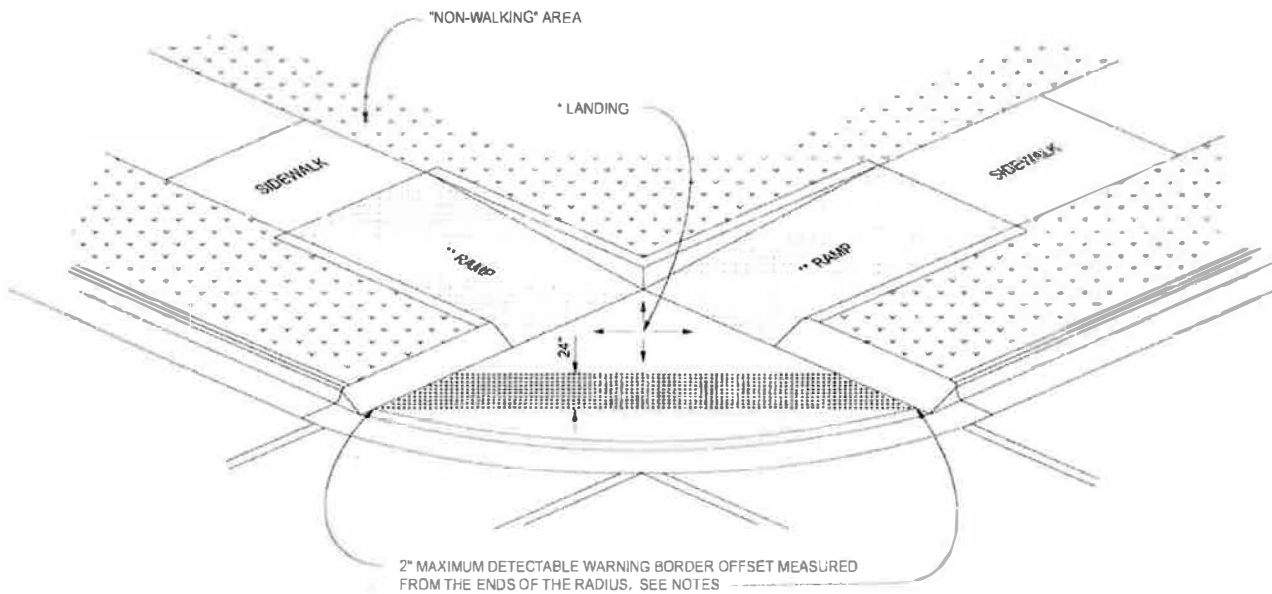
SHEET
3 OF 7

* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION
OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'
SEE NOTES

** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE
5% - 7% (8.3% MAXIMUM). SEE NOTES.



(RADIAL DETECTABLE WARNING SHOWN)



(TANGENT DETECTABLE WARNING SHOWN)

CURB RAMP TYPE D

(DEPRESSED CORNER)

USE ONLY WHEN INDEPENDENT DIRECTIONAL RAMPS CAN NOT BE CONSTRUCTED FOR EACH CROSSING DIRECTION



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS

(SPECIAL DETAIL)
FHWA APPROVAL

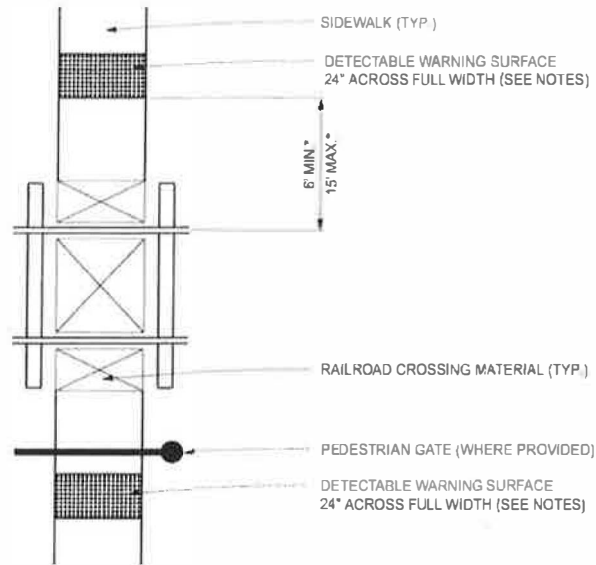
11/08/2023
PLAN DATE

R-28-K

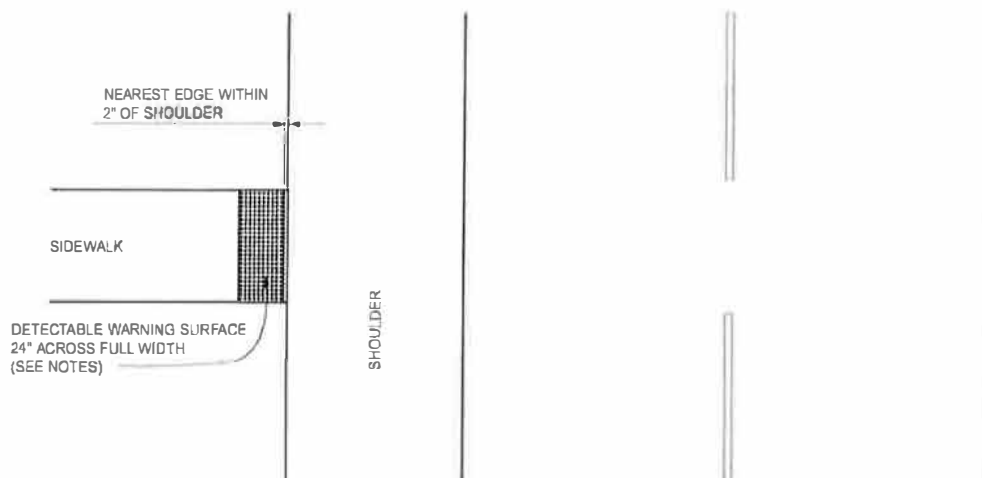
SHEET
4 OF 7

SECT

* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.

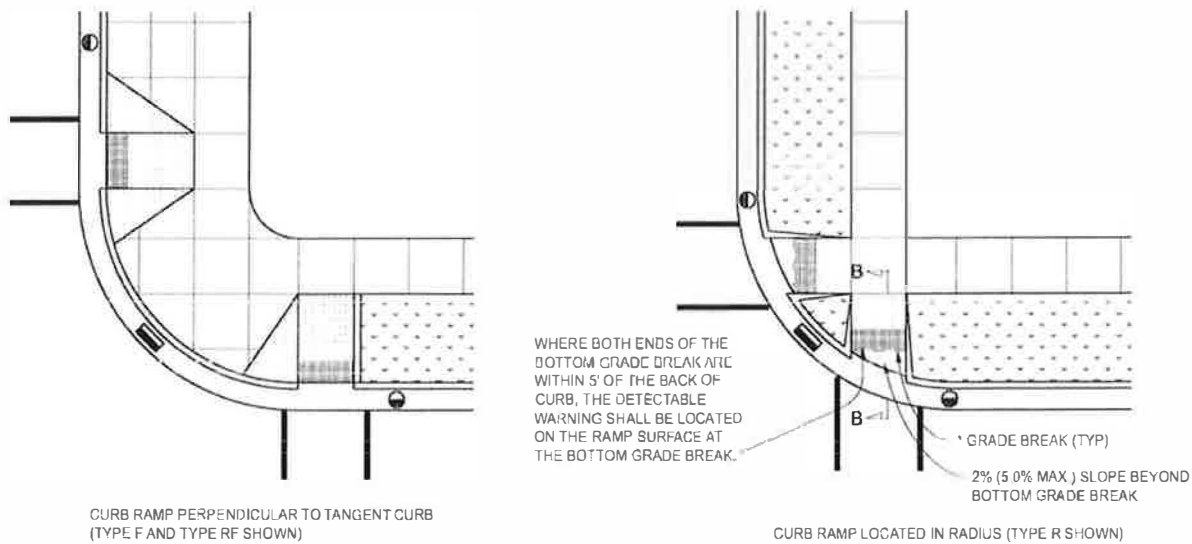
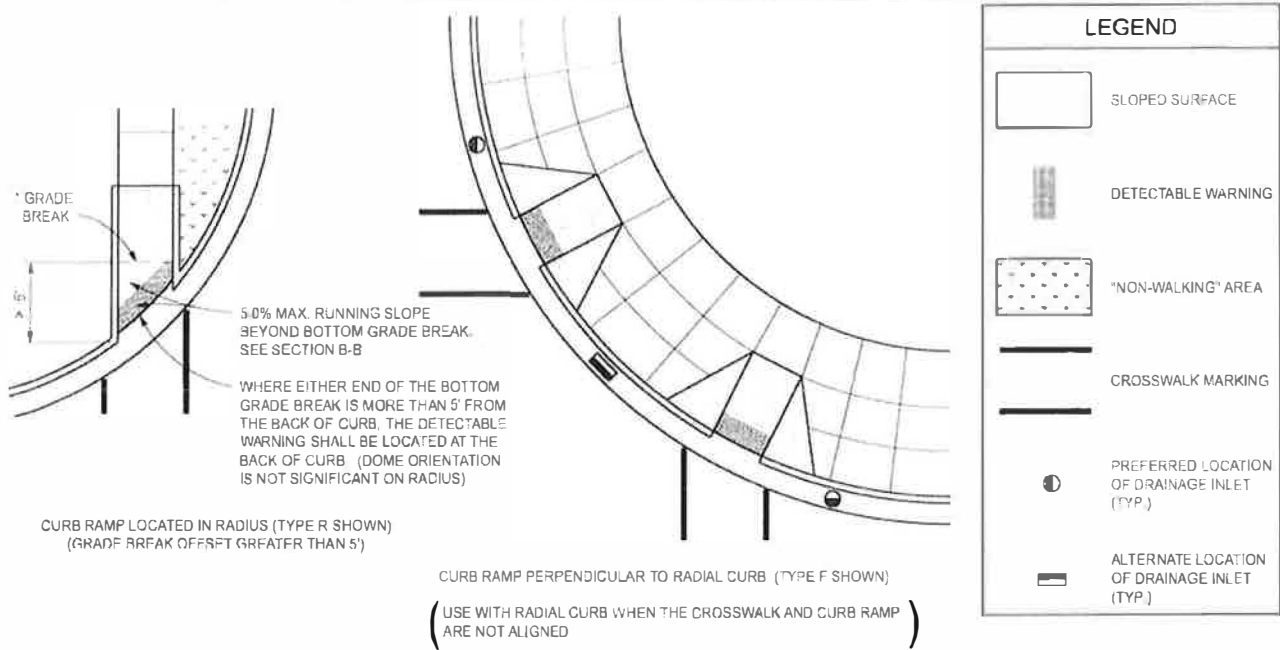


DETECTABLE WARNING AT RAILROAD CROSSING



DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

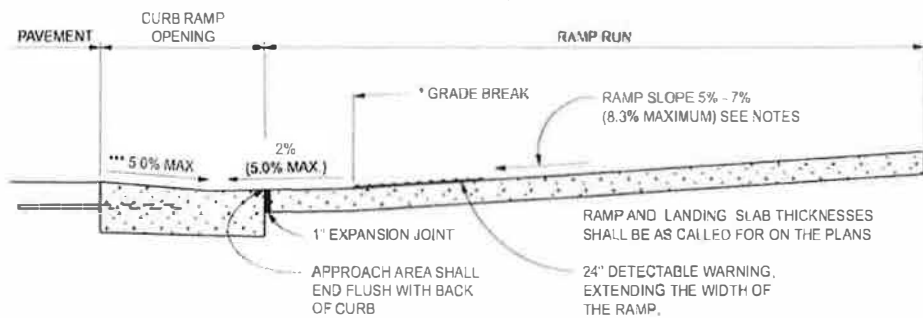
 Michigan Department of Transportation DEPARTMENT DIRECTOR BRADLEY C. WIEFERICH, PE	STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS		
	(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	R-28-K SHEET 5 OF 7



* GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL

*** TRANSITION ADJACENT GUTTER PAN CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING.

SEE SHEET 2 FOR CURB RAMP OPENING DETAILS.



SECTION B-B CURB RAMP ORIENTATION



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS

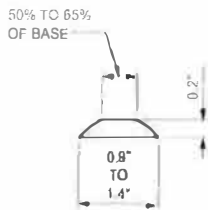
{SPECIAL DETAIL}
FHWA APPROVAL

11/09/2023
PLAN DATE

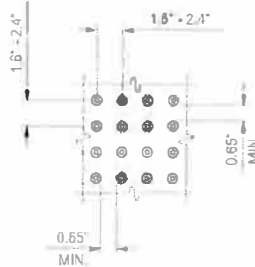
R-28-K

SHEET
6 OF 7

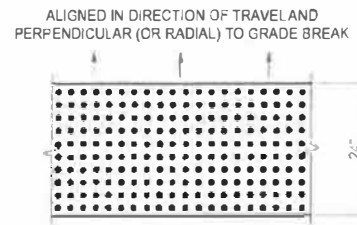
SECT



DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

CURB RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT FEASIBLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMPS WITH A RUNNING SLOPE $\leq 5\%$ DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 2.1% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.1%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP/PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN $\frac{1}{2}$ ". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE CURB RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS

(SPECIAL DETAIL)
FHWA APPROVAL

11/08/2023
PLAN DATE

R-28-K

SHEET
7 OF 7



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VTC Insurance Group 37000 Grand River Ave Ste 150 Farmington Hills MI 48335		CONTACT NAME: Lyndsay Lee PHONE (A/C, No, Ext): (248) 471-0970 FAX (A/C, No): (248) 471-0641 E-MAIL ADDRESS: llee@vtcins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Union Insurance Company	
		INSURER B: Accident Fund National Ins Comp	12305
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 24-25 Master** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ X, C, U Included	X	Y	CPA3275481	4/1/2024	4/1/2025	MED EXP (Any one person) \$ 10,000
	☒ Contractual						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OPAGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	X	Y	CPA3275481	4/1/2024	4/1/2025	PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						\$
A	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 3,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 3,000,000
	☐ CLAIMS-MADE						\$
	DED RETENTION \$			CPA3275481	4/1/2024	4/1/2025	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			100018497	4/1/2024	4/1/2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CPA3275481	4/1/2024	4/1/2025	Equipment Limit \$250,000 Deductible \$2,500

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

Project: #05-25(P)- 2025 CAPE SEAL Program. Where required by written contract, City of Birmingham, including all elected and appointed officials, all employees, volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are additional insured for General Liability as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. General Liability, Auto & Workers Comp policies include waiver of subrogation on behalf of add'l insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over General Liability, Auto & Work Comp.

CERTIFICATE HOLDER City of Birmingham 151 Martin St Birmingham, MI 48012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Alan Chandler/LLEE
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MEMORANDUM

Parking System

DATE: January 23, 2025

TO: Jana L. Ecker

FROM: Aaron Ford, Parking Systems Manager

SUBJECT: Interior / Exterior Parking Garage Designer

INTRODUCTION:

BCT Design Group was selected by the City Commission to provide interior/exterior and aesthetic design services for the five City of Birmingham parking garages. BCT provided a Project Design Schedule (Attachment B) that breaks the project down into four phases: 1) Pre-Design, 2) Concept Design, 3) Schematic Design, and 4) Pre-Construction. BCT would like to present to the City Commission to establish project goals, seek feedback, and gain their approval to proceed to the second phase (Concept Design Phase).

BACKGROUND:

In November, the City Commission selected BCT Design Group to provide interior/exterior and aesthetic designs for the five City parking garages. Design concepts could incorporate a variety of items including, but not limited to: new lighting (interior & exterior), recommendation of light fixtures, light temperature, locations, lighting controls, all paint color selection for the walls, ceilings, and columns, and artistic elements, including the use of graphics on walls, lobbies, windows or other structural design elements or accoutrements (music, landscaping or art). All concepts were required to take into consideration the City's wayfinding and interior garage signage proposals as provided by Corbin Design.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUSTAINABILITY:

As the garages are updated, sustainability will be considered where possible. LED lights, solar panels, and sustainable materials are examples of things that will be considered.

DESIGN:

BCT is currently in the first of a four stage design process for all five City garages.

PUBLIC COMMUNICATIONS:

None

SUMMARY:

BCT Design Group was selected by the City Commission to provide interior/exterior design services for the five City parking garages. Representatives from the firm will meet with the City Commission four (4) times throughout the course of the project to seek feedback and gain approval to proceed through the project phases. At this time, BCT is looking for confirmation of project goals, a response to initial design ideas, and approval to proceed to the "Concept Design Phase" of the project.

ATTACHMENTS:

- A. BCT Presentation
- B. Project Design Schedule

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve BCT Design Group to proceed to the "concept design phase" of the Interior/Exterior Design Services project.



BIRMINGHAM PARKING GARAGES

Interior / Exterior Design - Scope Definition

January 27, 2025

prepared for:





PROJECT GOALS

SAFETY

- BRIGHT AND OPEN SPACES
- SHELTER PEOPLE AND CARS
- PEDESTRIAN SAFETY
- LONGEVITY



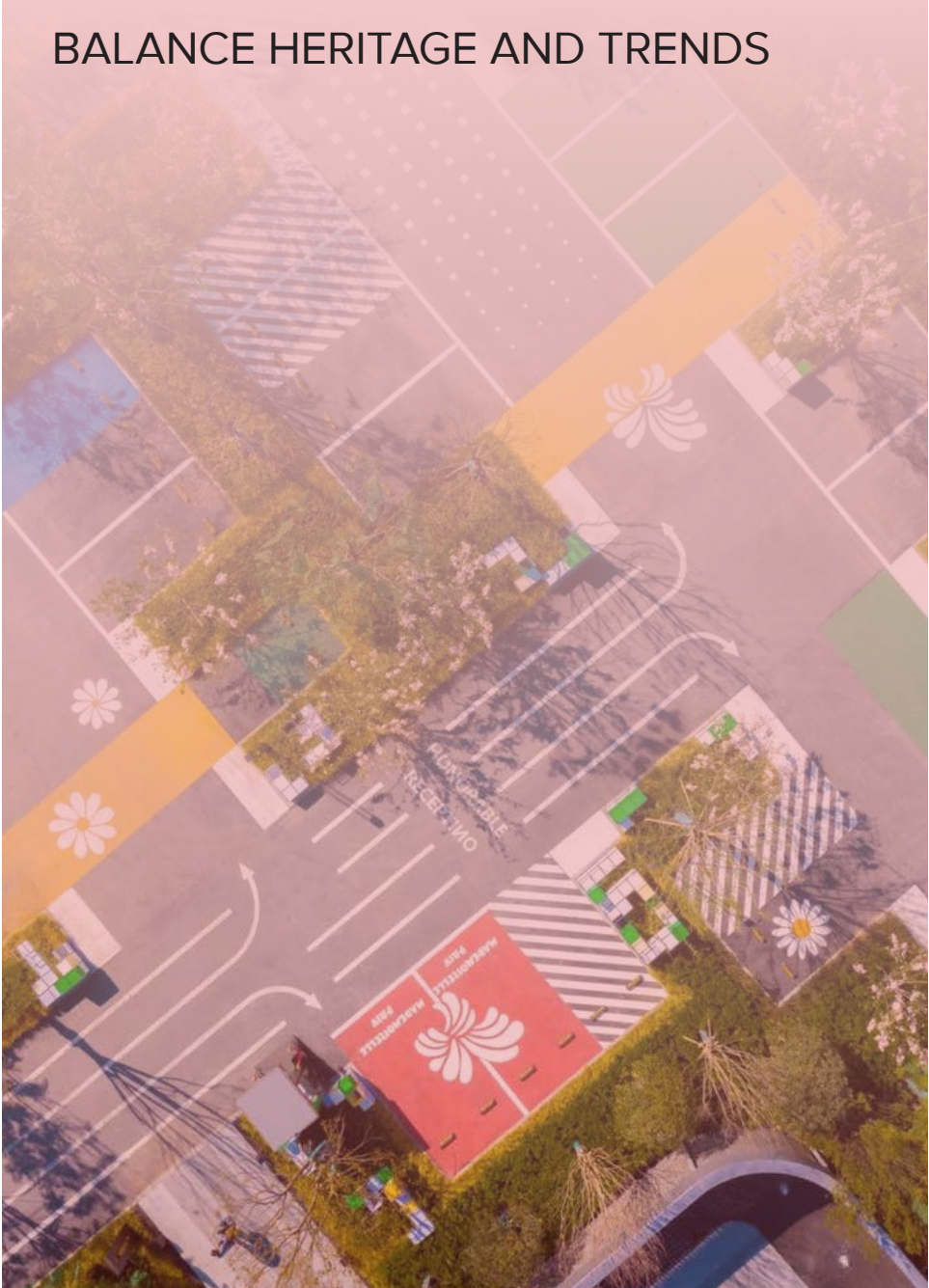
ACCESS

- ENTRY
- WAYFINDING
- BUILDING USAGE



PLACEMAKING

- BUILDING IDENTIFICATION
- GATHERING POINTS
- BUILD COMMUNITY
- BALANCE HERITAGE AND TRENDS



SAFETY

BRIGHT AND OPEN SPACES

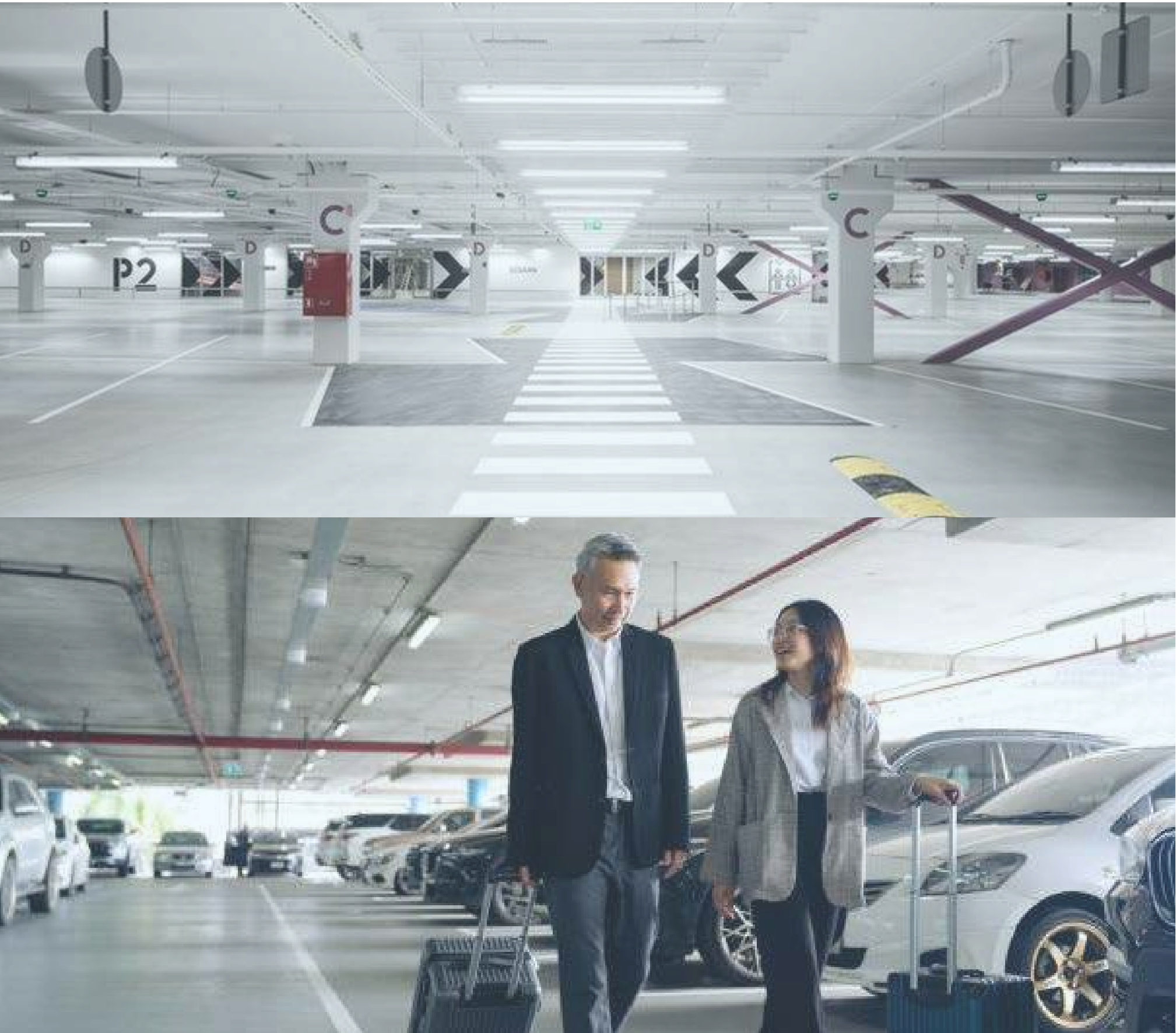
Avoid dark zones and reduce shadows that make the space feel unsafe or risky especially to new visitors who are unfamiliar with their surroundings.

Increase lighting on ceilings to make spaces feel taller and open.

Bright areas especially around pedestrian zones and conflict points with vehicles.

Additional lighting at access points to adapt to changes in light levels and enhance welcoming.

Accent walls and edges of buildings for clarity of space



SAFETY

SHELTER

Provide protection from weather at meeting points for pedestrians and drivers at pay stations.

Denote entrance and better access.

Protect vehicles from elements and a secure place of temporary storage.



SAFETY

PEDESTRIAN SAFETY

Protect Pedestrians from Vehicles by reducing conflict points and providing better visibility.

Increase driver awareness of pedestrian access points and areas of extra caution.

Safe and barrier free travel within the garage including vertical circulations and paths to and from the garage.

Improve exterior and street/sidewalk safety where pedestrians may not be visible or feel dark and unsafe.



SAFETY

LONGEVITY

Protect the building from damage from elements, cars, and the public to promote an active and safe public amenity to the city

Reduce trash by providing trash cans at access points.

Accent the spaces with features that show permanence and a place that is cared for.



ACCESS

DEFINING ENTRY

Providing focal points on the exterior to help locate garage entries for pedestrians and vehicles.

Small architectural interventions with help of lighting can help emphasize entry points.

Provide good signage and clarity that the garage is open.

Where possible, separate vehicular and pedestrian access by emphasizing better and easy paths of entry.



ACCESS

MAXIMIZE USE

- Garages should be easy to access and quick to find a place to park.
- Advertise inexpensive rates and free use periods to encourage use.
- Denote spaces available and route traffic to levels or spaces that are open.
- Provide options for bicycle parking and micro transportation to promote walkability.



ACCESS

WAYFINDING

Providing pedestrians adequate access to information that allows them easily to navigate location of their vehicle.

Applying easy to read and comprehend signage for pedestrians and vehicles to navigate inside the garage so they can exit to desired streets.

Use graphics and paint to give visual intrest and draw attention to important features and pathways.



PLACEMAKING

BUILDING IDENTIFICATION

Unique appearance of each garage can serve as a landmark to help pedestrians navigate around the city and help civilians identify parking garages that are closer to their destination.

Accentuate key building features and identifiable or unique design elements.

Consider branding each garage with its unique color for those that can't recall the street name. This will be reinforced with street and pedestrian signage and maps.

Garages may be utilitarian but can contribute to the fabric of the city with architectural elements and screening that can contribute to a sense of place.



PLACEMAKING

GATHERING PLACES

- Utilize and improve existing parks next to parking structures to encourage public use.
- Provide good seating and meeting places for pedestrians at important locations
- Consider benches that promote places of respite and encourage walking



PLACEMAKING

BUILD COMMUNITY

The edges and facades of parking garages can use art, murals, sculpture, or other features that make places memorable.

Art within and around the garage can promote the values of the community to visitors and residents alike.



PLACEMAKING

BALANCE HERITAGE AND TRENDS

Birmingham as character, charm and a small town feel but can also be trendy. Parking garages can embrace this identity in graphics, color, art and architecture to embody the vision of the community.

Architectural expression of parking garges can be reserved and hidden or flashy and energetic. Interventions should find a balance between the to as garages are functional but also part the first and last impression of a city and its infrastructure.



LIGHTING

GENERAL ILLUMINATION

The general or ambient lighting of space is considered as “functional illumination.” It provides quantity (brightness) of light needed to use the space safely, and pleasant for users to occupy.

Good uniform brightness without dark areas, and without glare, wherever the occupants are especially at driving lanes and the parking spaces.

For parking decks this is often used as the only layer of illumination as it does serve the function. However, it does create a bland, flat looking/feeling space that lacks interest or depth - aspects that are needed for visual appeal and better place-making experiences.



ACCENT LIGHTING

The accent/focal point lighting is implemented at specific areas or special features and it creates a sense of hierarchy for large buildings.

Intentionally at select areas to add depth, highlight points of interest, and provide visually intuitive focal points to draw guests into that direction.

Accent illumination should be brighter, with a warm/high CCT (Correlated Color Temperature) than the general ambient lighting.

GENERAL ILLUMINATION

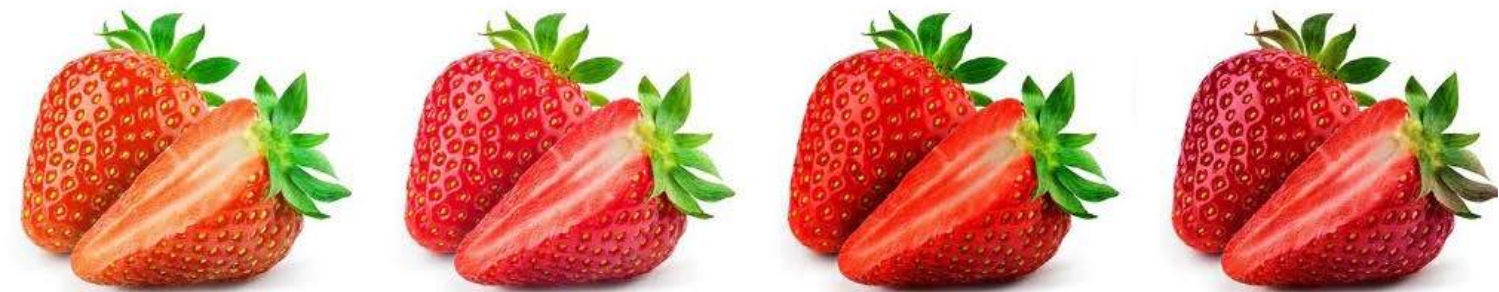
General Covered Parking
General Exposed/Roof Parking

The proposed new general illumination recommendations will inherently include numerous improvements:

- LED solutions to minimize the energy consumption,
- Reduced maintenance with longer component life and easily accessible components,
- Superior color rendition (CRI) qualities, +80 CRI recommended,
- Consistent color temperature (CCT), max. 3500K recommended,
- Optical lighting distribution with reduced glare for superior uniformity of lighting,
- Indirect up-light for illumination of painted ceilings, and reduced contrast wherever possible
- Updated appearance of the luminaries,
- Lighting control system compliant with the current building code requirements.

State of the art lighting for parking decks includes “Eye Adaptation Lighting” that is only on during the day, and never at night, to allow for driver’s visual system to adapt between the 2 extreme lighting conditions outside/inside while driving. This is not a code requirement but is recommended by the industry standards published by Illuminating Engineering Society (IES). We recommend the same family of products as the general lighting for adaptation lighting, except increased lumen outputs and closer spacing.

CRI



LOW

HIGH

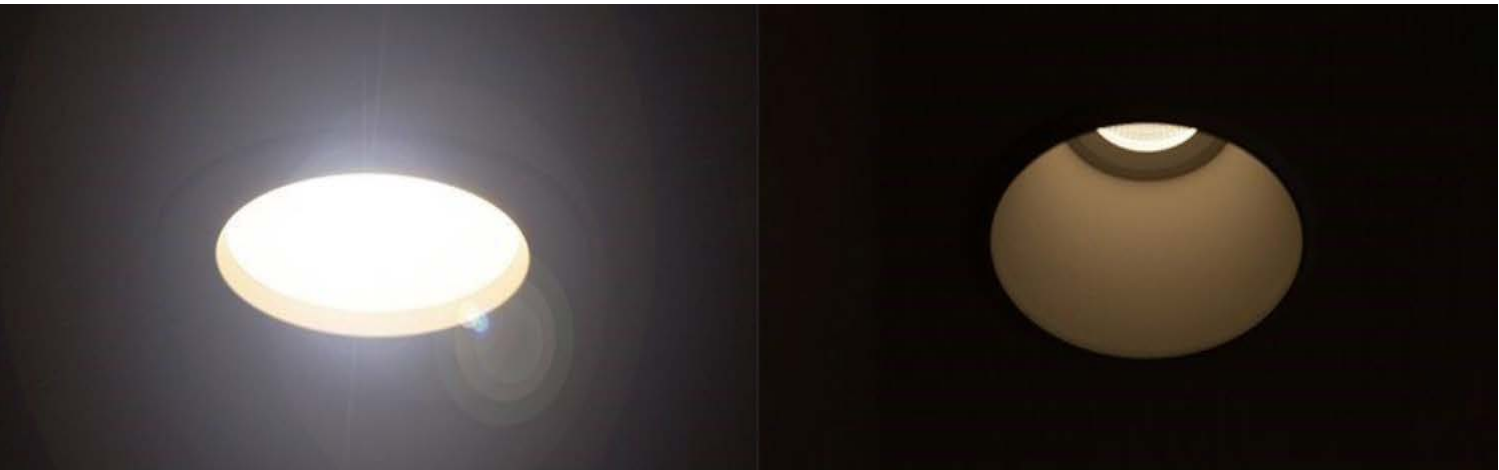
CCT



LOW

HIGH

GLARE / INDIRECT



ACCENT LIGHTING

Entry/Exit From Exposed To Covered Areas
Pedestrian Staircases And Elevator Lobbies
Proposed Interior Features
Wayfinding

Minimally 3 times brighter than the general illumination:

Illuminate walls facing the parking areas, brighter than general lighting, for areas where we expect visitors to go, such as Stairwells and Elevator Lobbies. Utilize warmer CCT than the general parking CCT.

Illuminate Interiors of Stairwells and Elevator Lobbies brighter than the parking areas, and with CCT warmer than the general parking CCT.

Where interiors of vertical stairwells are visible from outside, and in interior Elevator Lobbies, utilize decorative lighting products, positioned to be visible from the outside, whenever possible.

If the ceiling heights make decorative lights prohibitive, use linear recessed lights by integrating creative patterns into the ceiling and wall surfaces.

Where structural steel is dark, illuminate vertical wall surfaces to make the interiors glow from within making the steel appear in silhouette as a decorative element; use warm CCT light sources. · Illuminate walls with added flat artwork such as murals, accent paint, artwork etc., brighter than but same CCT as the general lighting. Brightness during the day may need to be brighter than the tight time if located in daylit area.

Review and discuss signage; new signs that are not painted but are metal cutouts, may have an opportunity to glow from within by mounting LED tape light on the back side and back lighting them to be more visible but also serve as glowing decorative sconces.

Identify all new architectural walls, partitions, painted surfaces, or other newly proposed elements and illuminate them accordingly.

WALLS



STAIRS AND ELEVATORS



ART / FEATURES



ACCENT LIGHTING

Exterior Features

- Illuminate the brick stair enclosures walls facing the parking areas.
- Add illumination along the outer perimeter where general illumination fades out.
- Lighting integrated into the perimeter railing or spandrel walls.
- Light interior stairs, tower, and elevator cores as beacons and visual wayfinding
- Accent architectural features and long linear overhangs to create visual interest at night

STAIR ENCLOSURES



PORTALS



EXTERIOR FEATURES



ACCENT LIGHTING

GROUND LEVELS

Some Decks have perimeter light wells for the lower level parking during the day: Provide new surface mounted lights that will illuminate down into the light wells and allow reflected light to glow back up at night.

Use light wells, similar to the above, to install surface mounted uplights illuminating front edge of each level overhang above. This will highlight the verticality of open front edges of the deck. This will also amplify all the structural imperfections.

Any known features such as artwork, patios with seating, sculptures, flower planters and flower beds can be highlighted. These items become great intermediate focal points that can associate the roads and sidewalks to the parking structure.

FACADES

Accentuate large walls, vertical columns and overhangs

consider color changing lights that can glow a building during special events with different colors

color can be used to accent way finding and identify a garage with its branded color.

White lighting should be the same at all garages to provide a consistent experience with lower maintenance.

GROUND LEVELS



FACADES



CANOPIES

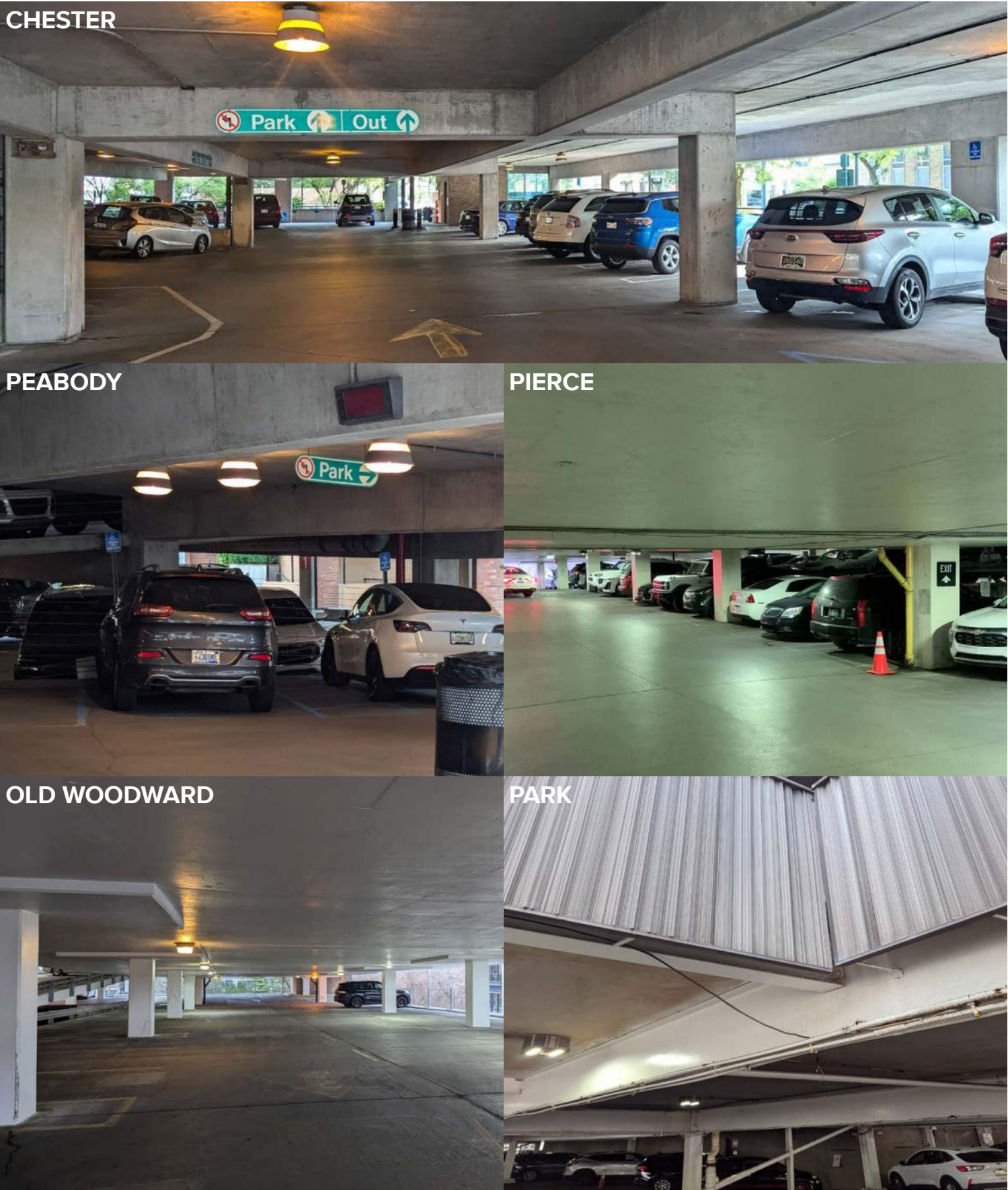


EXISTING ILLUMINATION

Currently, all 5 of the existing parking decks are illuminated by a single method of lighting: general ambient illumination. Variety of lighting products are utilized, including the HID and LED technologies. The evaluation of these systems was reported in Due Diligence Reports dated Feb. 23, 2022. Here are the highlights of that report and our most recent walk-through observations:

- Chester: Existing surface mounted luminaires include up-light component, mostly HID luminaires, some with retrofit LED lamps used for evaluations: Cracked and missing lenses, inconsistent color of the light. Many lights are oA causing inconsistent uniformity and inaccurate illuminance. In the lowest level, last row of lights is the mock-up of the exact recommended new LED products, with various standard available CCTs.
- Peabody: Existing surface mounted luminaires include up-light component, mostly HID luminaires, some with retrofit LED lamps used for evaluations; Cracked and missing lenses, inconsistent color of the light. Many lights are oA causing inconsistent uniformity and inaccurate illuminance.
- Pierce: Existing (not original) surface mounter LED luminaires; lights appear to be of early-generation LED technology, oA-white green hue of light and significant glare; Illuminance is adequate.
- Old Woodward: Existing surface mounted, mostly original HID luminaires and some newer LED products used for evaluations; Discolored, cracked and missing lenses, glare, inconsistent color of the light, lacking brightness and bad uniformity: Illuminance is low and inconsistent.
- Park: Existing (not original) surface mounter LED luminaires; lights appear to be of early-generation LED technology, oA-white green hue of light and significant glare; Illuminance is adequate.

The 5 parking decks are of different vintage construction & style, physical conditions, and appearance. Current lighting aspect of the parking decks separates them further. The facility upgrades occurring at all 5 of the City of Birmingham parking decks are an opportunity to consolidate and unify the feel and interior of the parking decks by using a common high quality lighting system and lighting methods for all of them. General ambient lighting should be consistant between garages except were installation methods and spacing may differ. Accent lighting will be unque to the buildings features but will ustilize simliar fixtures to lighting methods, lighting color and temporature to provide a consitant level of quality between the structures.



MOCKUPS / OBSERVATIONS

Evaluation of recommended products for general illumination: Detailed evaluation was performed by Illuminart/PBA team to evaluate and compare multiple parking deck products, offered by different manufacturers for physical properties, calculated performance, cost, customer support, and value for money comparison.

- Construction: Powdercoat finished aluminum with UV stabilized acrylic lensing.
- Dimensions: Nominal 20” dia., max. 5” high (optional stem mount up to OA height of 25”)
- Wet rating gasket/seal: IP66
- Shape: Dome shape for debris shedding or washing: Symmetrical appearance regardless of viewing angle.
- Mounting: Options for surface mount to 4” square or octagonal j-box; optional rigid stem
- mount with swivel and decorative cover at attachment points.
- Ease of installation
- Weight
- Optional bird guard if desired in future.
- Ease of access to components
- Housing Colors: White (recommended), other standard colors available: black, bronze, gray.
- Standard CCT options: (3000K, 3500K, 4000K, 5000K)
- Standard CRI options: (70, 80,+ 90 at request)
- Optics down: Wide symmetrical distribution: optional rectangular, asymmetrical and concentrated downlight distribution
- Optics up: Optional with and without up-light; location and optical distribution.
- Calculated Max. observer glare rating: 22 or less
- Multiple voltage rated
- Integral surge suppression
- Standard dimming capability
- Controls: Integral controls using wireless mesh system, including UL924 listing for wireless.
- Standard Warranty: 5 year
- Mock-up options/availability for owner

During the evaluation we noted that lowest cost products did not have the CRI & CCT options, desired optics, glare control, and wireless control system. The products in this group did not meet the quality desired for Birmingham community.

Similarly, we encountered products on opposite, high price range, that had all the desired features but the parts and pieces are no different from those in the mid-range prices. Consequently these products were also eliminated from the further evaluation.

The best value for money were those in the middle of the two cost extremes and became the selections for our final evaluations. The bids for the Chester parking deck have been received, and an accurate unit cost might be available to use for estimating at the remaining parking decks. The quoted products are those installed in the lowest level of the Chester parking deck, short of the housing color.

BCT and Illuminart recommend an direct/indirect fixture be used with a slightly warm white color to promote a welcome and bright safe space while limiting glare. We recognize that that current setup for the mockup may be difficult for the city to make a clear decision as each fixture competes with the others and the existing light quality and color temperature can influence the selection.

Considering the goals set forth in this package a single selection can be recommended by the design team during our conceptual design phase that could be used in the Chester Garage. If further evaluations are required for the city to accept a fixture selection, then another mock-up may be required in a single area with multiples of the same fixture. BCT is confident that a recommendation can be made from the fixtures provided to finalize the selection as soon as possible.

CHESTER



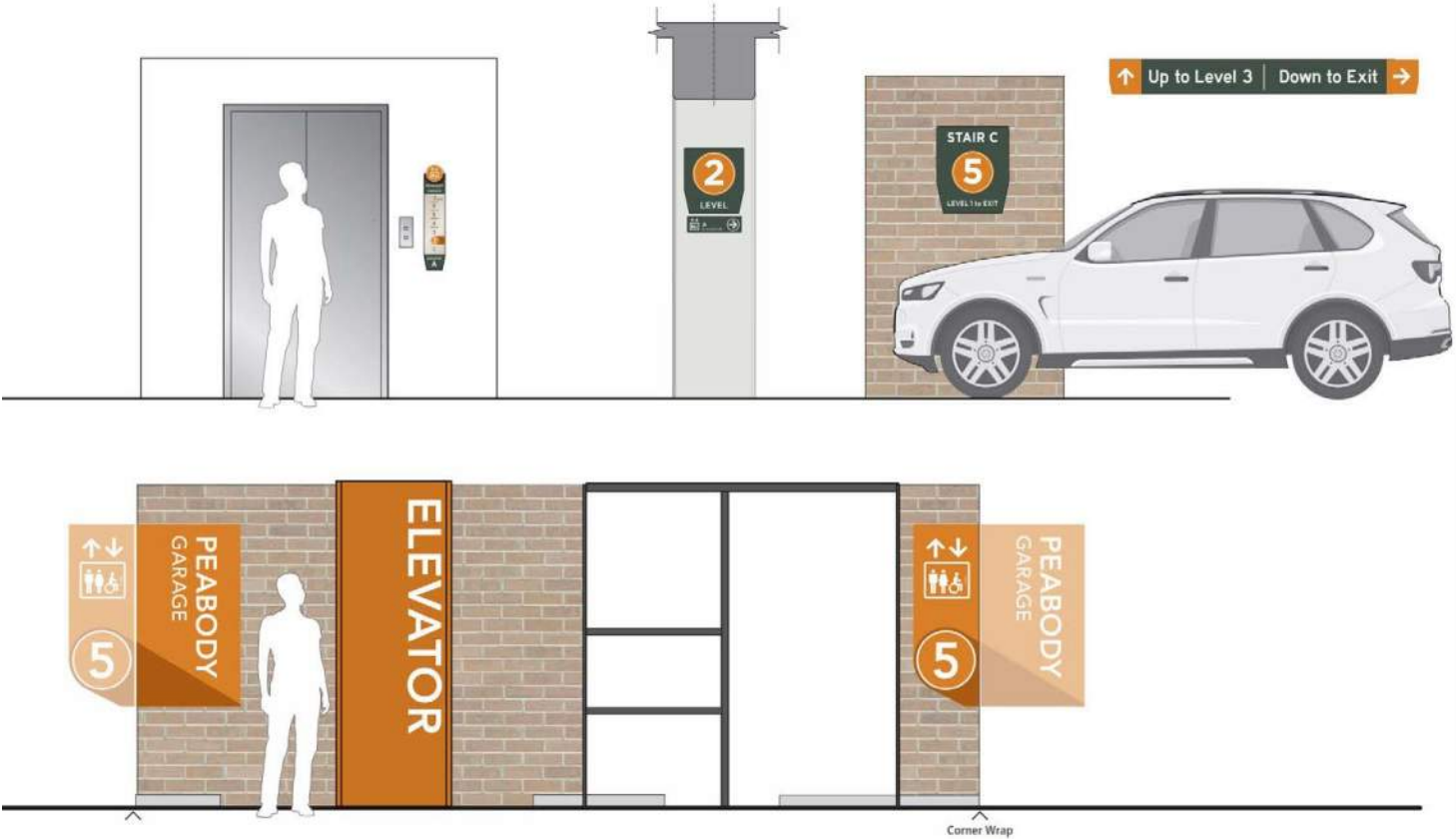
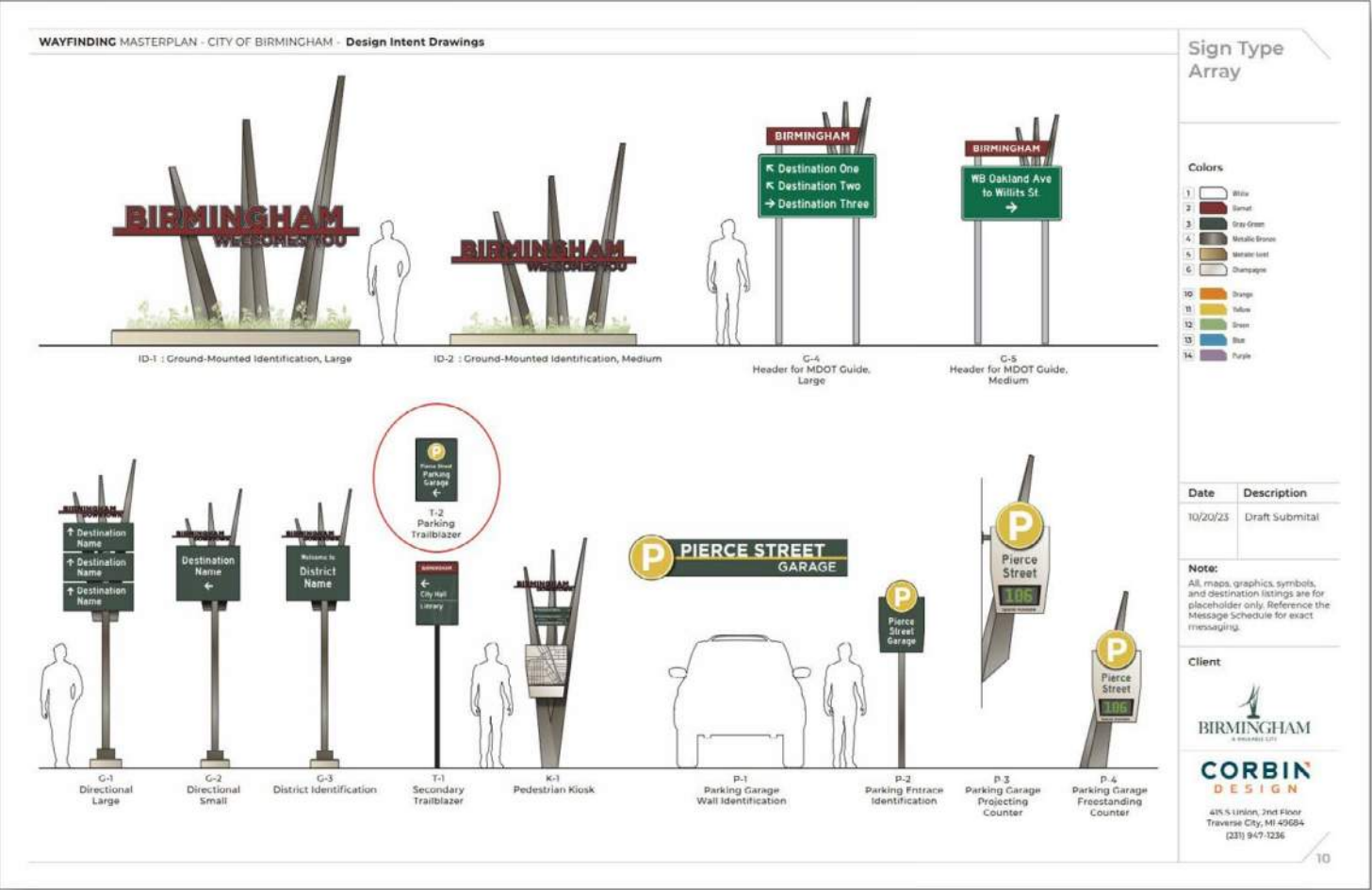
OLD WOODWARD



EXISTING DESIGN WORK REVIEW

WAYFINDING REVIEW

BCT reviewed the Corbin design guidelines and will coordinate our conceptual design, lighting, and painting recommendations with the final signage bid documents. Any architectural interventions that may affect the signage placement, detail, construction type, or other features will be coordinated with Corbin and the signage vendor.



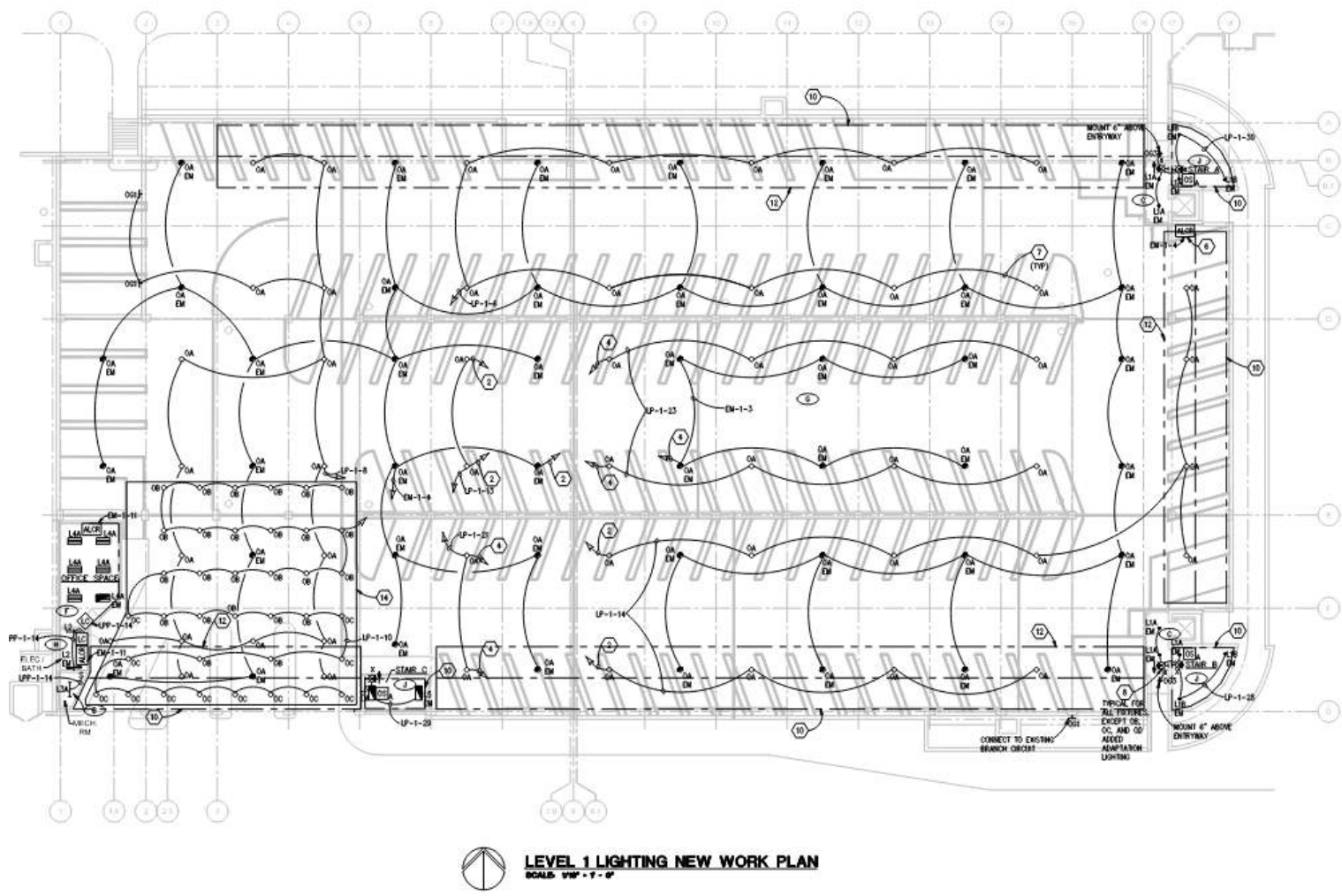
REPAIR DOCUMENT SCOPE REVIEW

BCT reviewed the WJE and RAM Construction structural and waterproofing scope of work for the Chester Garage and will coordinate with the teams and any future bid packages for the remaining work at the existing garages.

BCT is aware that the Chester garage is to be completed late spring/early summer and that our recommendations on lighting and painting will need to be accelerated in the design schedule to allow the contractor to complete the work under the existing contract.

We were made aware that lighting may be removed from the current construction contract or postponed depending on final recommendations from the BCT/Illuminart team. Our conceptual package for this garage will address the lighting in more detail and provide color selections for final approval. Additional fixtures or features that are recommended will need to be evaluated by the various stakeholders if any additional or current work will be modified to the existing contract, removed from the scope of work, or proceed as planned with our recommendations. Addition lighting may require touch up painting or additional circuits and conduit.

BCT will work to make recommendations earlier on this Garage to avoid any delays in completing the current work at the Chester Garage. Our intention with the design service is to verify the aesthetic modifications to the building, the proposed lighting, and advise the design teams if additions, modifications, or selections need to be made to meet the goals outlined in this document.



CHESTER STREET GARAGE

CHESTER STREET GARAGE

STRENGTHS

- All glass stair towers act as beacons and are memorable markers.
- Decent floor to ceiling heights
- Adequate general lighting spacing
- Existing green accents works well with proposed color scheme for the garage

WEAKNESSES

- Utilitarian concrete skin with majority of elevations having brick spandels
- Lower level is dark
- Pedestrian entrances are difficult to locate and navigate
- Limited signage and poor visibility
- Vehicular entrance has weak identification and architectural expression, difficult to locate and entrance is unclear
- Can be difficult to identify how many spaces are available
- Stairwells are poorly lit
- Seating at meeting points are limited. Some low walls can be used for seating
- Single vehicular entrance and exit, although it is large and open
- Stair louvers and stair structure vary in green hues and finish



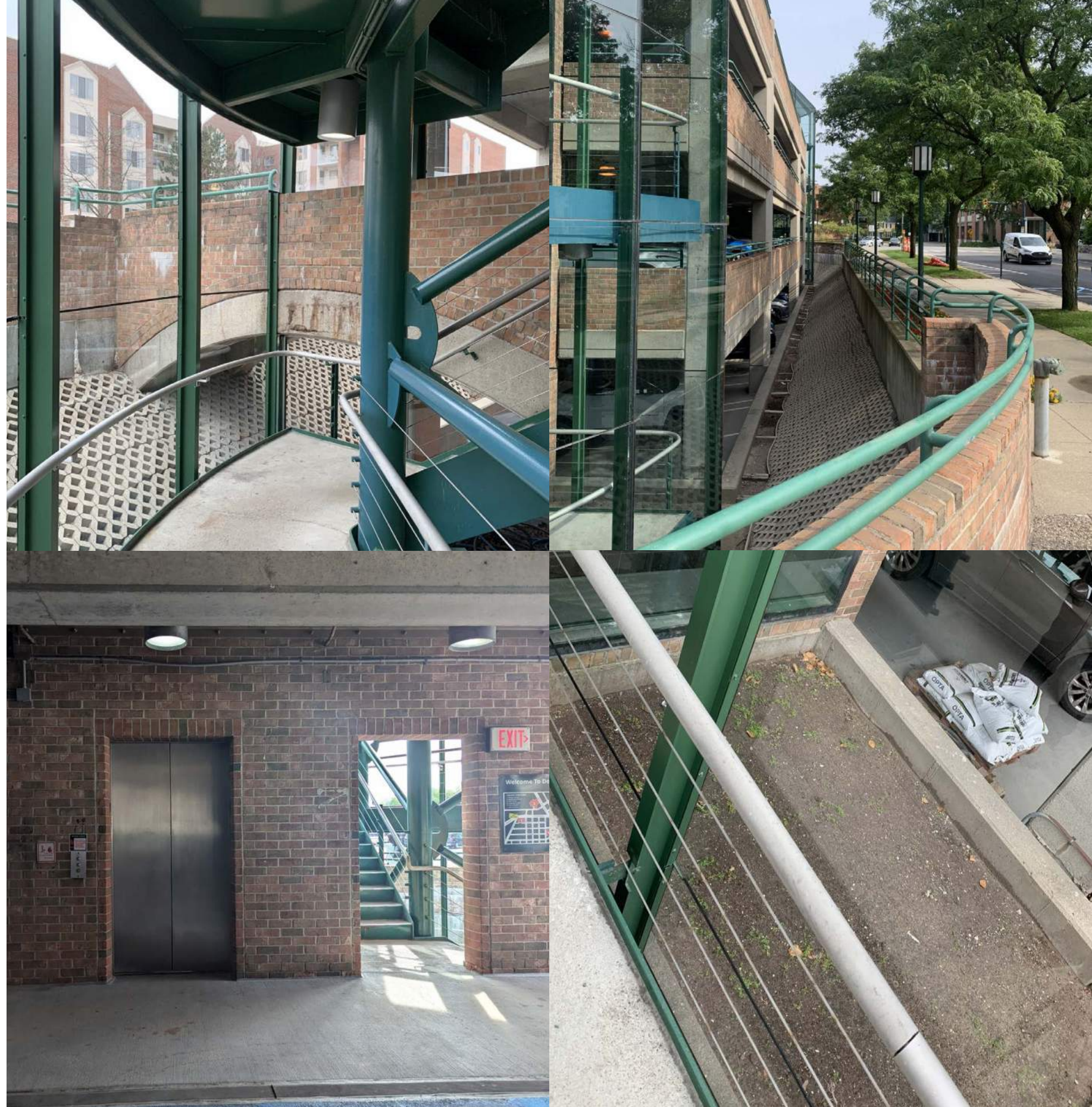
CHESTER STREET GARAGE

OPPORTUNITIES

- Light wells to lower level. Opportunities to highlight at night with lighting to increase illumination inside the space and highlight the garage's unique relationship with the landscape and overall lighting
- Parking fare is not clearly identified or is small and past entrance. Parking is free for first 2 hours. This policy should be better promoted to encourage off street parking
- Some accent lighting at stair and elevator. Existing can fixtures are too large and don't produce good / focal lighting.
- Light the signage and elevator facade. Make large graphical approach with art or accent wall painted in lower level walls of stairs. Rear walls could add some texture or artistic murals in the beacons
- Solar panels above roof deck could be added to shade vehicles. Opportunities for grants with renewable energy incentives
- Improve landscaping. Highlight bridge as visual interest from the street

THREATS

- Review mockups for structural glazing sealant replacements as these are very wide and and inconsitaant. Consider aluminum caps



PIERCE STREET GARAGE

PIERCE STREET GARAGE

STRENGTHS

- Low profile & long overhangs. Possibility to be expressed on exterior for unique appearance
- Good glazing at staircases. Possibly needs to be reglazed or replaced
- Adjacent park could use programing, seating, and other useful features. Existing art in the park is underutilized
- Unique flat plate interior. Provides challanging signage opportunities

WEAKNESSES

- Very low ceilings and limited space for standard lighting
- Non-complaint staircases. Very narrow vestibules & stairs



PIERCE STREET GARAGE

OPPORTUNITIES

- Lighting of edges to express unique looks and visual interest
- Lower level
- Bridge from first floor to adjacent park

THREATS

- Low guardrail heights. City of Birmingham is currently adding railings. New railings to be painted to blend with existing concrete edges
- Garage feels cramped and dark even during a clear day



PEABODY STREET GARAGE

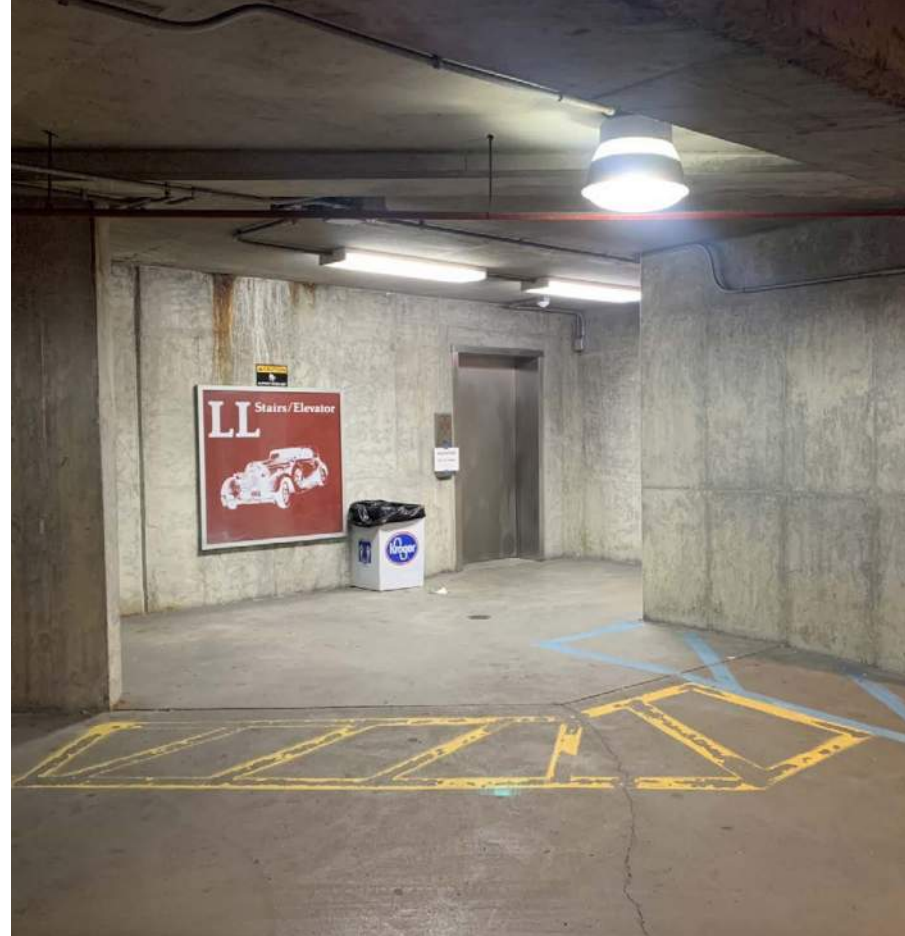
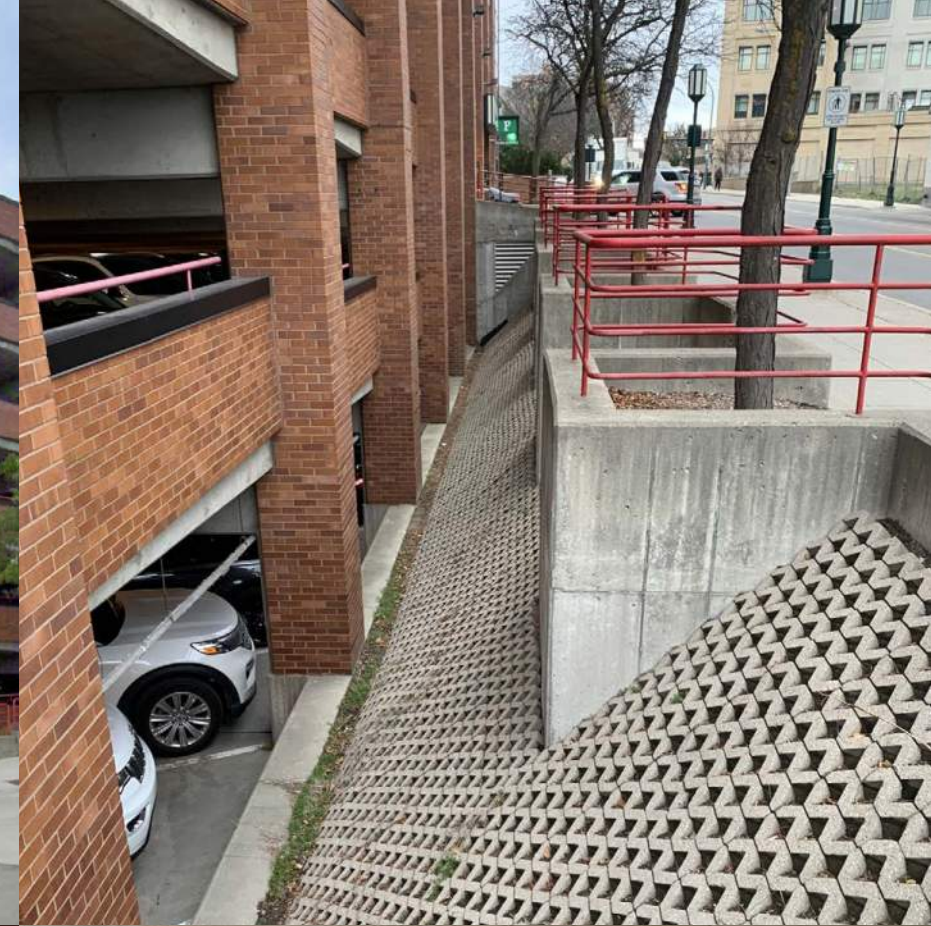
PEABODY GARAGE

STRENGTHS

- Large curtain wall glazing at stair towers
- Landscaping at front and tree lined streets

WEAKNESSES

- Spandrel doesn't align with bottom or slab – will need to address painting edge termination at facades
- Railing and storefronts are red – consider repainting, curtainwall will be challenging to repaint given how its installed at floors.
- Garage is identified as the orange in the color scheme but that might clash with the red. Consider using a more-red hue in signage?
- Odd spaces in the lobby with storefront that had removed a door. Consider removing hinges and/or replacing the frames.
- Brick pavers at interior lobby need repair replacement
- Storefront maintenance



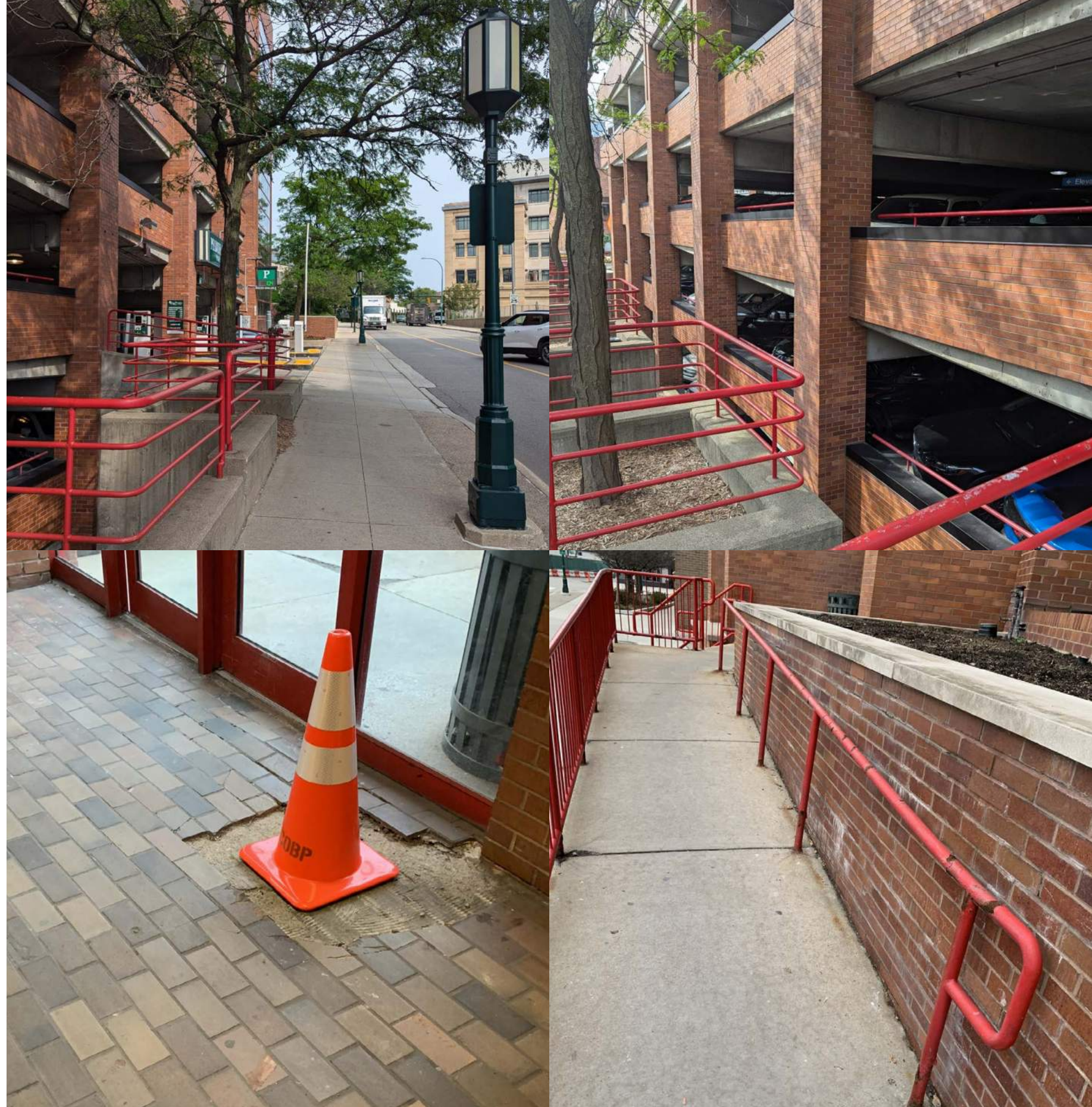
PEABODY GARAGE

OPPORTUNITIES

- Lightwell and trees could be lit from below
- Reveals in brick could be accented
- Vehicular Entrance could use more highlighting
- Light elevator portal from exterior
- Places for seating or meeting people

THREATS

- Almost all of the garage and site perimeter is sloping making access and movement though and to the garage difficult
- Railings at pedestrian entrance are in poor shape



PARK STREET GARAGE

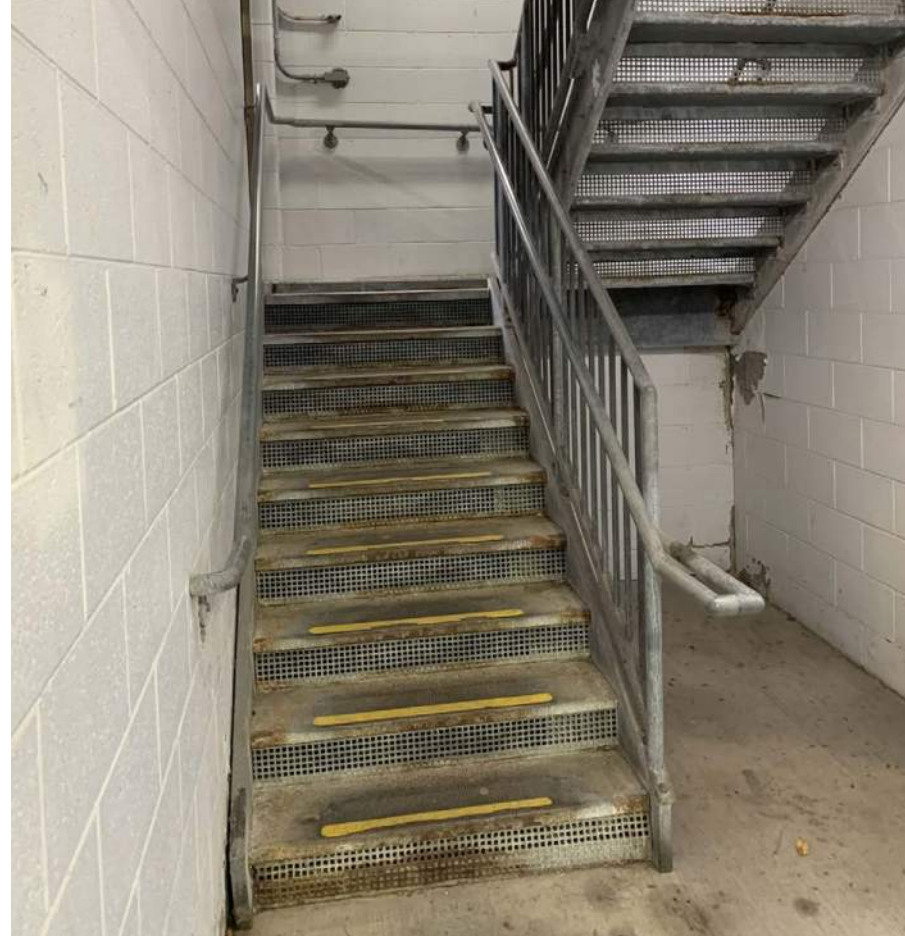
PARK STREET GARAGE

STRENGTHS

- Vertical exposed columns create architectural interests
- Tall soft rounded brick stairwells create simple forms that can be beacons
- Tall floor to floor with flat plates and steel beams
- Good opportunities for landscaping, great tree coverage

WEAKNESSES

- Stairwells have limited glazing and openness, are small and very industrial
- Unused exposed conduits, fixtures.
- Simple mid-century look. It is too repetitive and lacks visual interest
- Limited signage and direction on several facades or streets
- Limited vertical ADA (elevator) locations
- Very poor and green hued replacement lighting though out. High glare & low improvement to overall brightness



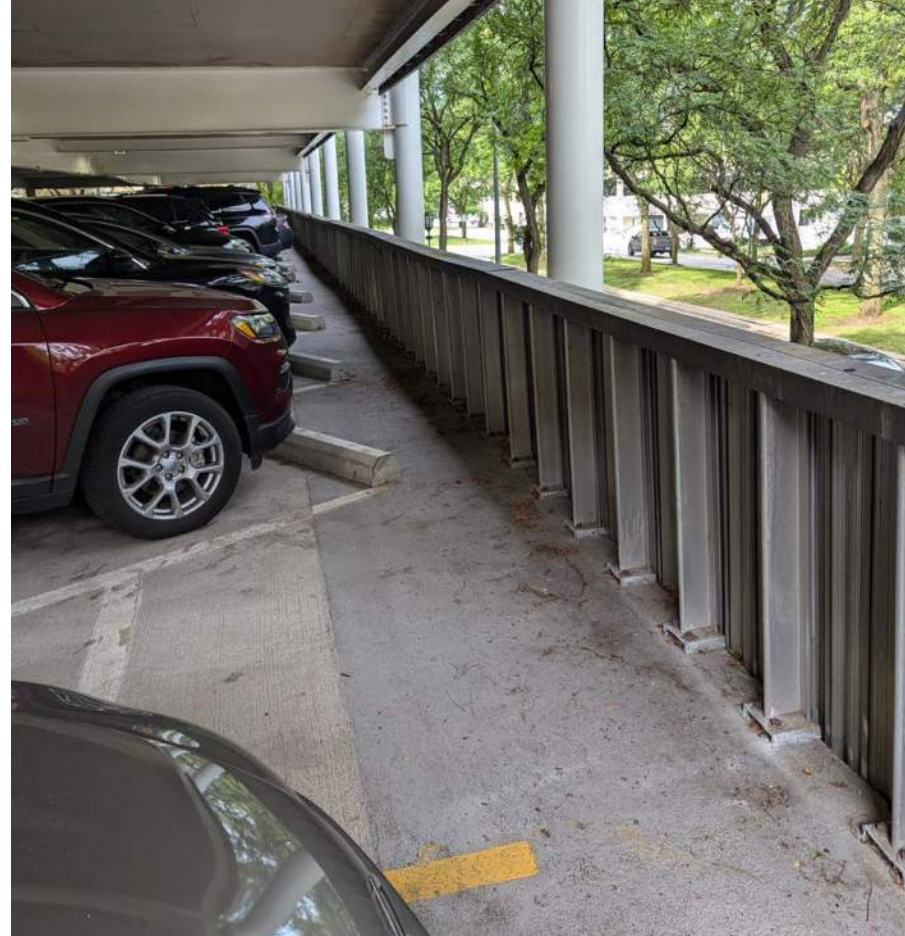
PARK STREET GARAGE

OPPORTUNITIES

- Large opening exposing interior faces of parking garage. Opportunities for more vertical art/murals, screens or other expression
- Glass area could be used for bicycle parking

THREATS

- Spandrel walls offer very little guard rails for pedestrians and vehicles. Several walls appear to be bowed with bent panels. Recommend replacing all panels. Opportunity to salvage or recycle panels?



NORTH OLD WOODWARD GARAGE

NORTH OLD WOODWARD

STRENGTHS

- No edge columns and good location for stairs
- Well used deck
- Strong stair tower forms – light from within

WEAKNESSES

- Lack of expressive character – open façade feels missing
- Enter through alley or back of house



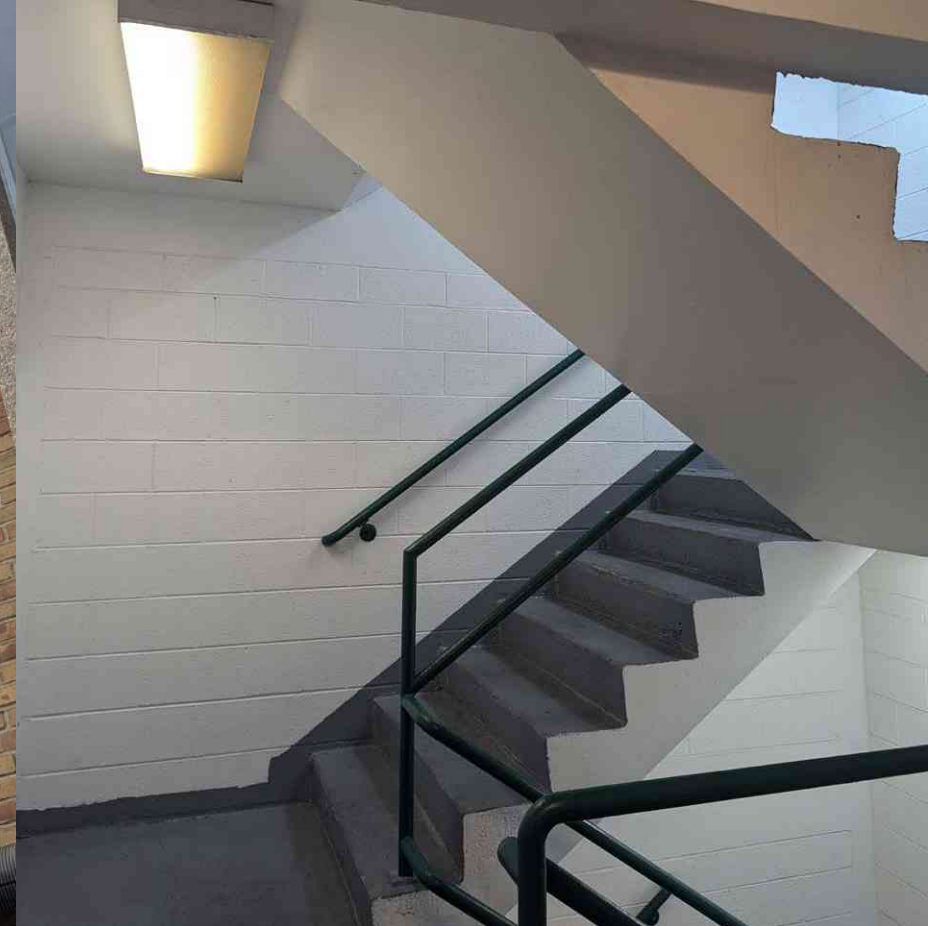
NORTH OLD WOODWARD

OPPORTUNITIES

- Art feels tacked on but could be elevated with lighting
- Branding from within stair towers as beacons
- Lot for development

THREATS

- Neighboring buildings are in close proximity to the garage. Open facade does minimum to shield vehicle lights from shining into neighboring buildings



THANK YOU

100 N. Charles Street, Baltimore, Maryland 21201





LEGEND: Project Timeframe Milestone Internal Deliverable Task Timeframe Internal / Tracking By Others Meeting / Choice Tentative Overdue / Behind Schedule

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MEMORANDUM

City Manager's Office

DATE: January 22, 2025

TO: City Commission

FROM: Jana L. Ecker, City Manager

SUBJECT: 400 E. Lincoln – Building Nomenclature

INTRODUCTION:

In the summer of 2023, the City purchased the YMCA Building at 400 E. Lincoln to serve as the new and permanent home for Next, a 501(c)(3) that provides senior services to residents of Birmingham and surrounding communities. At that time, the YMCA was looking to combine their Birmingham location with Royal Oak. As time passed, that changed and the YMCA is now committed to working with the City of Birmingham and requesting to be a tenant in the building. As the project program has evolved, the City Commission has requested an update to the specific language used to describe the proposed new building at 400 E. Lincoln.

BACKGROUND:

On January 13, the City Commission discussed proposed ballot language regarding the question of issuing bonds to fund the construction of a new building at 400 E. Lincoln. During the course of the discussion, the terminology used to describe the new building came up. Based on the City Commission's previously approved goals and objectives for this project, the term senior/recreation center has been utilized. Ultimately, the City Commission expressed a desire to have a detailed discussion on the specific language that should be used to describe the building to clarify for the public the nature and use of the building moving forward. The descriptive terminology used in the bond language discussed by the Commission on January 13, 2025 was **"...a new senior/recreation center for the City, including a swimming pool, meeting rooms and recreational facilities"**. Several commissioners preferred the use of the term community center, and wished to have further discussion to agree upon the descriptive language to be used in the future to assist in educating the public.

On January 22, 2025, the Ad Hoc Senior/Recreation Center Committee (SCC) discussed numerous building description language options. The following options were considered:

- Senior/Recreation Center (current terminology)
- Birmingham Community Recreation Center

- Senior and Community Recreation Center
- Senior/Community Recreation Center
- Birmingham Senior and Community Recreation Center
- Birmingham Senior/Community Recreation Center
- Birmingham Community and Senior Recreation Center
- Birmingham Community and Senior Center
- Birmingham Senior and Community Center
- Birmingham Community Center

After much discussion, the SCC voted to recommend to the City Commission that the proposed new building be described as the Birmingham Senior and Community Center.

LEGAL REVIEW:

The City Attorney has no concerns with any of the options proposed thus far.

FISCAL IMPACT:

The City may be proposing a bond initiative for the August 2025 ballot asking the residents of Birmingham to approve a \$32 Million Dollar bond in order to pay for the construction and turnkey finishing of the City owned asset which will provide not only services for the senior residents of Birmingham, the YMCA and its members, but to all Birmingham residents.

SUSTAINABILITY:

It is proposed that the Senior Recreation Center building will include multiple sustainability requirements. It is planned that the various building materials will be considered for final design and for approval by the City Commission at a later date.

PUBLIC COMMUNICATIONS:

There has been considerable public communication on this project from the inception of the idea of purchasing the YMCA Building in 2023 until now. The project has received media attention, attention from Next members, YMCA members, and the general public. The City has provided the following communications:

- Press Releases
- Eblasts
- Creation of a web page on the City's website dedicated to the project
- Promotion of the project on the homepage of the City's website
- Updates are provided in all of the monthly City Manager reports as well as the City's Around Town e-newsletters
- Updates have been provided in the summer edition of the Birmingham Beat Newsletter
- The project is promoted on the City's social media channels including Facebook and Instagram
- There have been two town hall meetings and there shall be more public engagement including surveys and town hall meetings
- All prior City Commission meetings and Ad Hoc Committee meetings are available to be seen on the City's website and/or Vimeo

SUMMARY:

The City Commission expressed a desire to have a detailed discussion on the specific language that should be used to describe the building to clarify for the public the nature and use of the

building moving forward, and may wish to consider approving the descriptive language Birmingham Senior and Community Center as recommended by the SCC on January 22, 2025.

ATTACHMENTS:

None

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the use of the term Birmingham Senior and Community Center in reference to the proposed new building at 400 E. Lincoln, as recommended by the Ad Hoc Senior/Recreation Center Committee.

OR

Make a motion adopting a resolution to approve the use of the term _____ in reference to the proposed new building at 400 E. Lincoln.



MEMORANDUM

City Attorney & Manager's Office

DATE: January 23, 2025

TO: City Commission

FROM: Mary M. Kucharek, City Attorney and Jana L. Ecker, City Manager

SUBJECT: Senior / Recreation Center Draft Agreements with Future Tenants

INTRODUCTION:

In the summer of 2023, the City purchased the YMCA Building at 400 E. Lincoln to serve as the new and permanent home for Next, a 501(c)(3) that provides senior services to residents of Birmingham and surrounding communities and includes anyone over 50 years of age. At that time, the YMCA was looking to combine their Birmingham location with Royal Oak. As time passed, that changed and the YMCA is now committed to working with the City of Birmingham and requesting to be a tenant in a new City owned building. It is important to note that Next contributed \$500,000 towards the purchase of this building and the City paid \$1.5 million dollars. As plans for the building are evolving, the City staff and these two proposed tenants worked together to create the agreements being proposed this evening for City Commission review.

BACKGROUND:

Since the purchase of the YMCA Building in July of 2023, City staff, the City Commission, and the Ad Hoc Senior/Recreation Center Committee have been working diligently to determine the best plan for redevelopment of the site with a new building for the future home of Next Senior Services, YMCA with a pool, and a space for community use, enjoyment, and recreation, all with the same purpose of health, wellness, and socialization for the Birmingham community.

At this time, the City has also engaged a number of professional consultants to assist in the development of this building, including an owner's representative, architects for schematic design, and soon a construction manager. The City Commission is also likely to present to the residents of Birmingham a question on the August ballot as to whether the residents would approve a bond proposal to finance the creation of a new building, potentially for \$32 million dollars, over the next 20 years.

During the schematic design phase of the project and pending a decision to take a bond issue to a vote of the public, it is important for the City to formalize agreements for tenancy for the City owned asset.

Next Agreement

Next, a non-profit organization serving Birmingham seniors has worked with City staff and our professional team, along with their attorney to bring to the City Commission the attached draft Agreement.

The proposed agreement anticipates the tenancy of Next in perpetuity, for the cost of \$1 per year, based in part on the \$500,000 contribution that Next made to the purchase of the property. The agreement anticipates that Next will have a portion of the building under their exclusive use and control, that the YMCA will have a portion of the building under their exclusive use and control, and that a portion of the building will be shared or common space that will be used at times by Next, the YMCA or the community at large. A final program is currently being completed to define the size of each of these areas. The program is expected to be presented to Ad Hoc Senior/Recreation Center Committee (SCC) on February 5, 2025 and to the City Commission on February 10, 2025 for your review and comment.

Please be advised that both the Executive Director of Next and members of the Next Board of Directors have been involved and supportive of the progress of the agreement thus far, however, their formal review of the proposed agreement is anticipated in the next couple of weeks. Final approval and execution of an agreement will be subject to finalizing all schedule and program details and approval of the Next Board of Directors.

Interlocal Agreement with Other Community Partners

Currently, there is an Interlocal Agreement between the Village of Beverly Hills, the Village of Bingham Farms, the Village of Franklin, and the City of Birmingham. The purpose of the Interlocal Agreement is strictly to provide Next stable and predictable funding in order to continue to serve the seniors residing in the governmental units. Easily stated, the purpose of this Interlocal Agreement is to give NEXT dependability upon the governmental units for their budget and its framework of support (also attached).

Next and the City Manager's office have met with the Villages of Beverly Hills, Bingham Farms, and Franklin managers, to discuss the fact that the City of Birmingham will be taking on a debt service and providing a permanent home for Next to serve their residents as well as ours. We have explained that it would be inequitable for the City of Birmingham to provide both a new physical building and home for Next and to continue to provide monetary support of \$122,944 each year. The City Manager's office has explained to the other three communities, that the expectation would be that we would no longer contribute funds as we have in the past. Instead, with Birmingham providing the new building and a permanent home for Next, the other three communities would increase their financial contribution to ensure Next's financial success. We are pleased to inform the City Commission and the Birmingham City residents, that all three communities, through their management staff, are in agreement with increasing their contributions so that Next may continue to enjoy the same financial stability that it has now.

YMCA Agreement

City staff has likewise been working with the representatives of YMCA and their attorney to bring to the City Commission the attached draft Agreement.

The proposed agreement anticipates the tenancy of YMCA for an initial term of 20 years, with options for renewal. In exchange for their occupancy, the agreement anticipates that the YMCA will pay for the operating costs of the entire building, including utilities, insurance, building and property maintenance, facility management and property management, and including all

maintenance, liability, and responsibility for the swimming pool. In addition, the agreement provides that the YMCA shall fund a capital reserve fund for the necessary end of term maintenance, repairs and/or upgrades to the swimming pool, at the rate of \$25,000 per year, to cover any pool costs should the YMCA tenancy cease. The agreement anticipates that YMCA will have a portion of the building under their exclusive use and control, with the proviso that each week, two, two hour time blocks (one through the work week, one on the weekend for each space) will be set aside for the use of the pool and the gymnasium, for open usage by Birmingham residents, free of charge. Further, the agreement states that the YMCA will provide all staffing for the shared space in the building during their regular hours of operation, along with full staffing and supervision of the pool during open public use. In addition, the agreement states that a portion of the building will be shared or common space that will be used at times by Next, the YMCA or the community at large. A final program is currently being completed to define the size of each of these areas. The program is expected to be presented to Ad Hoc Senior/Recreation Center Committee (SCC) on February 5, 2025 and to the City Commission on February 10, 2025 for your review and comment.

Please be advised that both the Executive Director of the Birmingham YMCA and the Metro Detroit YMCA and members of the YMCA Board of Directors have been involved and supportive of the progress of the agreement thus far, however, their formal review of the proposed agreement is anticipated in the next couple of weeks. Final approval and execution of an agreement will be subject to finalizing all schedule and program details and approval of the YMCA Board of Directors.

LEGAL REVIEW:

The City Attorney's office has been working with all of the parties in order to propose the two draft Agreements to the City Commission for review and approval.

FISCAL IMPACT:

The City may be proposing a bond initiative for the August 2025 ballot asking the residents of Birmingham to approve a \$32 million dollar bond in order to pay for the construction and turnkey finishing of the City owned asset which will provide not only services for the senior residents of Birmingham, the YMCA and its members, but a recreational facility with the ability for the community to utilize the pool and gym at certain times, conference rooms, and recreational services. The YMCA will pay the operating cost of the building for the City, as well as full costs for the pool including its maintenance and liability.

SUSTAINABILITY:

It is proposed that the senior/recreation center building will include multiple sustainability elements. It is planned that the various building materials will be considered for final design and for approval by the City Commission at a later date.

PUBLIC COMMUNICATIONS:

There has been considerable public communication on this project from the inception of the idea of purchasing the YMCA Building in 2023 until now. The project has received media attention, attention from Next members, YMCA members, and the general public. The City has provided the following communications:

- Press Releases
- Eblasts
- Creation of a web page on the City's website dedicated to the project

- Promotion of the project on the homepage of the City's website
- Updates are provided in all of the monthly City Manager reports as well as the City's Around Town e-newsletters
- Updates have been provided in the summer edition of the Birmingham Beat Newsletter
- The project is promoted on the City's social media channels including Facebook and Instagram
- There have been two town hall meetings and there shall be more public engagement including surveys and town hall meetings
- All prior City Commission meetings and Ad Hoc Committee meetings are available to be seen on the City's website and/or Vimeo

SUMMARY:

Attached the City Commission will find two proposed Agreements in **draft form** defining the rights, responsibilities, and expectations for tenancy by Next, the YMCA, and the City for the new building proposed at 400 E. Lincoln for the benefit of the Birmingham residents at large, its seniors, and members of YMCA, all for the intention of promoting health, wellness, and social activities. Both agreements contain all substantive provisions at this time, with some changes required in the agreement, and to the relevant exhibits as both the project schedule and the program are updated over the coming weeks. At this time, the City Commission is asked to review all of the related agreements and concepts contained therein and provide comments and/or approval in concept only. As the schedule and program is finalized and approved by the City Commission in the coming weeks and months, final versions of the agreements with all blanks and exhibits completed will be brought back to the City Commission for final approval and execution, if directed.

ATTACHMENTS:

- **Draft** Agreement between the City Of Birmingham and Next-Your Place To Stay Active and Connected
- **Draft** Agreement between the City Of Birmingham and Young Men's Christian Association Of Metropolitan Detroit
- Current Interlocal Agreement
- Updated Project Schedule
- Powerpoint Presentation

SUGGESTED COMMISSION ACTION:

To approve in concept the draft Agreement for Tenancy for Next, a 501(c)(3) providing senior services to the residents of Birmingham and surrounding communities.

AND

To approve in concept the draft Agreement for Tenancy for YMCA, a 501(c)(3) providing senior services to the residents of Birmingham and surrounding communities.

**AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND
NEXT-YOUR PLACE TO STAY ACTIVE AND CONNECTED**

This *Agreement Between the City of Birmingham and Next-Your Place to Stay Active and Connected* ("Agreement") is entered into as of this ____ day of _____, 2025 ("Effective Date"), by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, Michigan, 48009 (the "City") and **BIRMINGHAM AREA SENIORS COUNCIL, DBA NEXT – YOUR PLACE TO STAY ACTIVE & CONNECTED**, a 501(c)(3) Michigan nonprofit organization whose address is 2121 Midvale, Birmingham, Michigan 48009 ("Next"), hereinafter referred to as "Parties" at times or by name.

RECITALS:

WHEREAS, the City is a municipal corporation organized and existing under and pursuant to the Michigan Home Rules Cities Act, 1909 PA 279, as amended (and codified at MCL 117.1 et seq.), and exercising all of the powers provided therein and pursuant to the City Charter for the City of Birmingham, adopted in 1933 and as subsequently amended; and

WHEREAS, Next is an independent 501(c)(3) Michigan nonprofit corporation which has been serving the community for over 40 years and provides information, referrals, classes and activities for older individuals residing in the City and in neighboring communities; and

WHEREAS, senior services is recognized as a public purpose under state and federal law including but not limited to the older Michiganians act (MCL 400.581, et seq.); and

WHEREAS, Next is and shall remain an independent organization separate from the City, governed by its own Board of Directors pursuant to its Articles of Incorporation and Bylaws; and

WHEREAS, the City embraces the services provided by Next and desires to foster a physical permanency for Next in the City so that Next can continue to serve the growing senior community of the City and its neighbors; and

WHEREAS, Next needs to be able to rely upon stabilization and predictability for its finances and physical presence to continue to serve the community's senior population; and

WHEREAS, the City is the owner of certain improved real property located at 400 E. Lincoln St., Birmingham, Michigan, 48009 as legally described on **Exhibit A** ("Property"); and

WHEREAS, the City intends to demolish the existing building on the Property and construct a new turnkey senior/recreation building, including a swimming pool, of approximately 44,500-49,000 gross square feet on the Property (the "Building"); and

WHEREAS, the Building is intended to be used for community and recreational purposes and pursuant to a lease agreement, as the new permanent home for Next and the programs and services it offers to the senior community and for the use of the City's residents for their socialization, health and wellness. The City also intends that the Young Men's Christian Association of Metropolitan Detroit ("YMCA") operate and manage part of the Building, including a swimming pool, pursuant to an agreement with the City to provide the YMCA's health, fitness and recreation programming for the community. Constructing the Building on the Property for use by the City, Next, and the YMCA is the "Project", as further defined in paragraph 1 of this Agreement; and

WHEREAS, pursuant to this Agreement, the City and Next desire to enter into a separate long-term lease agreement to be prepared and executed by the Parties ("Lease") by which Next will lease approximately _____ square feet of space in the Building from the City, and would have the right to use certain shared, flexible space ("Common Areas", defined at paragraph 6 (a), below) in the Building; and

WHEREAS, the City Commission deems this Project to be a substantial public benefit to the City of Birmingham by offering its residents use of the Building, discounted memberships to Next and the YMCA, and access to available services for Birmingham seniors and residents of all ages. Residents of member communities that are Next members may also have access to the Building.

NOW, THEREFORE, in consideration of the foregoing Recitals which are restated in their entirety and expressly made a part of this Agreement, and the mutual promises set forth herein, the City and Next agree as follows:

1. Project.

a. Overview. The intent of the Project is to construct a new senior/recreation building to be owned and managed by the City, which would provide the public use of space for community and recreational purposes, and also serve as the new home for Next and the YMCA. The fully integrated design of the Building will include exclusive space for Next, exclusive space for the YMCA, and shared "flex" space available for use by Next, YMCA and the community at large. A preliminary diagram showing the functional space program for the Building (Next space, YMCA space, and shared space) is attached as **Exhibit B** ("Space Plan"). The Parties will further update and refine this Space Plan as the design process proceeds and will work together to share space to the extent possible while maintaining their own dedicated space to operate successfully.

b. Community Use. A primary intent of this Project is to provide space in the Building and the associated parking lot for community-based activities such as meeting rooms for neighborhood groups or other local club organizations, special events, City-based open house events, an indoor walking track, and public use of the swimming pool, gymnasium and pickle ball courts. Such community use shall not interfere with the Next Premises, nor the previously scheduled use of shared space necessary for Next's use.

c. Next Use. The Project will create a permanent home for Next, which will continue to use its space (including the shared space) to provide a wide range of programs and services to seniors living in the City and member communities. Next will lease approximately _____ gross square feet of Next dedicated and secured Building space, including a separate and exclusive entrance and lobby ("Premises") and have non-exclusive rights to certain Common Areas in accordance with the Lease which will include (but not be limited to) the terms and conditions described in Section 6 of this Agreement.

d. YMCA Use. The City also intends to enter into a separate lease arrangement with the YMCA for its exclusive use of _____ gross square feet of space within the Building, which would include 5,300 square feet for a swimming pool and deck area, and non-exclusive use of the Common Areas.

2. Funding; Bond Contingency.

a. The City intends to finance the Project using municipal bond financing in an amount not to exceed \$32 million (\$24 million construction costs) with a 20-year term and annual debt service payments of approximately \$2.3 million ("Bond Proposal"). The City's obligation to move forward with the Project is specifically made subject to the City's obtaining all approvals and authorizations for the Bond Proposal and receipt of the funds from the bond issuance to complete its financial obligations contemplated under this Agreement (together, the "Bond Contingency"). The City currently intends to seek voter approval for the Bond Proposal in a May 2025 special election, subject to further discussion and decision by the City Commission and completion of all steps necessary to do so. In the event this Bond Contingency shall not be met in whole or in part, the City at its sole discretion may declare this Agreement null and void.

b. The City and Next will continue to seek additional grant and funding opportunities through various sources, which may include member communities' general fund payments, prorated membership fee structures, millages and/or increased funding under the Interlocal Agreement-Joint Services Agreement dated October 26, 2021.

c. Subject to the terms and conditions of this Agreement, Next will continue its below market membership rates to City residents, and increase rates to non-resident members, to help offset some of the resident's projected average annual debt service millage.

3. Project Timing and Milestones. The Parties intend to complete each of the following activities in accordance with the following Project schedules:

1/15/25 – CC	Post RFP for Construction Manager (due 2/6)
1/20/25 – CC	Approve Bond Language (May vote)
2/6/25	Construction Management (CM) Proposals Due
2/11/25	Bond Language to County Deadline
2/24/25 – CC	Recommend and/or interview CM firms at CC meeting Award CM and Kickoff CM Firm for Schematic Design (SD) Budget
3/10/24 - CC	Present SD progress and Renderings for review
3/24/25 - CC	Schematic Design and Budget Estimate to CC for comments
May 2025	Bond Vote
10/13/25 – CC	Final review of CD and Budget for release of bidding
10/15/25	AE Issues Documents for Bidding
12/1/25 – CC	Present GMP to CC for Approval and Award
12/10/25 – 12/26 (3/27)	12 – 15 months of Construction
Before 5/31/27	Next moves out of Midvale and into the completed facility at 400 E. Lincoln

This timeline is not a binding commitment; Rather, it is good faith estimates of certain milestones the Parties currently hope to meet with respect to the progress of the Project which may change based on any number of factors inherent in the process.

On October 31, 2024, the City issued a Request for Proposals ("RFP") for the final design and construction plan preparation for the conceptual design of the Project to the prequalified architectural/engineering firms or persons. The decision as to which Architect/Engineer will be awarded the contract for the Project will be made by the City in its sole discretion.

In the event the City is unable to reach agreements with contractors bidding on the design and construction work for the Project on terms acceptable to the City in its sole discretion, the City reserves the right to declare this Agreement null and void.

4. Zoning and Other Approvals. The City has rezoned the Property from R4 (Two Family Residential) to PP (Public Property).

5. Construction.

a. The City shall be solely responsible for the Building construction process, including without limitation determining the final design of the Building, the bidding and awarding of construction contracts, and the actual construction of the Building, the sequencing and timing of which are intended to be consistent with the general development timetable outlined above. Notwithstanding the foregoing, the City has sought and received input from Next regarding its space requirements and design proposals.

b. The City intends to hire a Construction Manager at Risk ("CMAR") during the pre-construction process for support with design development, cost estimating, constructability, phasing and other construction related items, including delivery of the Project within an agreed Guaranteed Maximum Price ("GMP") for construction of the Building.

c. The City intends for this Project to include multiple sustainability components, and the Building is expected to be designed to meet at least LEED Silver certification from the United States Green Building Counsel ("USGBC") and to use creative approaches to minimize environmental impacts, including stormwater mitigation and alternative energy options. Detailed sustainability alternatives and direction will be addressed at future City Commission meetings.

d. The City agrees that if the Bond Contingency is satisfied and the City proceeds with construction of the Building, but if the Building is not approved for full occupancy and Next is unable to move into its Premises with the intended use by 05/31/2027, and such delay directly results from the intentional, bad faith conduct of the City, then the City shall cover all reasonable and necessary Next expenses related to the interruption of all Next services and related expenses, which includes but is not limited to all actual expenses incurred moving out of the Next Midvale location and into storage or elsewhere until the Building and Premises is ready for Next occupancy and its intended use (i.e., the Commencement Date of the Lease).

e. If, for whatever reason, it becomes evident that the City will not be able to provide Next occupancy of the Building for Next's intended use by 05/31/2027, and the City still intends to reasonably proceed with completing the Project, the City agrees to and shall undertake reasonable efforts to provide Next with alternate, temporary space free of charge suitable to the continuation of Next operations and services until occupancy of its Premises at the Building is available.

f. In the event the City is unable or unwilling to proceed with the Project for any reason, the City shall provide Next with sufficient advance written notice of the City's decision. Upon said notification, this Agreement and performance in furtherance of the Project will terminate and the Parties will proceed as contemplated under the *Memorandum of Understanding Between the City of Birmingham and Next* dated May 17, 2023 ("MOU"), a copy of which is attached hereto as **Exhibit C**. The dates referenced in the MOU whereby Next may move into

the Building and continue its operations shall be revised to such dates as deemed necessary by Next in its sole and exclusive discretion.

g. Upon Next moving into the existing building at 400 E. Lincoln St., Birmingham, MI 48009 pursuant to the MOU, the City agrees to and shall allocate all monies raised from the 2023 City of Birmingham Senior Millage consistent with Next's obligations under the MOU and in support of Next's mission of providing ongoing services to the senior community.

6. Lease. The Parties will finalize and execute a definitive Lease for the Premises that will including the following terms and conditions:

a. Description of the Parties, the Premises and the Common Areas (with drawings). The term "Common Areas" means all areas and facilities outside the Premises and within the exterior boundary line of the Property (currently shown as the "shared" space on the Space Plan) that are provided and designated by the City for the non-exclusive use by Next, the YMCA, and the City, and their respective employees, vendors, contractors, and invitees.

b. The Commencement Date for the Lease shall be the date upon which Next is able to occupy the Premises for its intended use.

c. The Term of the Next Lease shall be in perpetuity, unless earlier terminated by NEXT or the City as permitted by the Lease or existing law.

d. City will have the right to terminate early for Next's Default, which includes (a) a material breach of the Lease by Next that, if curable, has not been cured within 90 days of written notice; (b) non-payment of any amounts owed to City; (c) Next's failure to perform or observe any other material Next obligation; (d) Next's abandoning or vacating the Premises; and (e) Next's failure to vacate the Premises within 90 days following a bankruptcy/insolvency filing or event.

e. Next will have the right to terminate early for City's Default, which means the City's failure to perform or observe any of its material Lease obligations for a period of 30 days following written notice thereof, or such additional time as reasonably necessary.

f. Rent shall commence on the Commencement Date and will equal \$1.00/year throughout the Term. Except as provided herein, Next will not be responsible for the payment of any of the Operating Expenses of the Building as the City anticipates those expenses to be absorbed by the YMCA and/or the City. "Operating Expenses" means utilities (gas, water/sewer, and electric), insurance, Building and property maintenance, facility management, property management, and capital reserve. If the YMCA, for any reason, does not proceed with its role in this Project or, in the future, is no longer able or willing to absorb 100% of the Operating Expenses for the Building, Next shall be responsible for payment of the Operating Expenses related exclusively to Next's Premises. For the sake of clarity, in such event Next would not be responsible for any Operating Expenses allocable to the former YMCA space or the Common Areas.

g. The City will manage the Building in the same manner as it does for all other buildings, structures and facilities for which it is responsible. The Parties are still in discussions over staffing for the Building during normal day-to-day operations, where Next and/or the YMCA have staff at the Building, and when Next and YMCA are closed. The City is working on an operations plan that would provide public access to the Building for use of the gymnasium,

walking track, pickle ball courts, multi-purpose rooms, etc. through the use of a building supervisor/manager potentially employed by the City and fully or partially funded by the City when Next and the YMCA are both closed.

h. The City will be responsible and pay for the ongoing maintenance and repair of the Building and parking lot, including but not limited to the roof, walls, windows, HVAC, plumbing, electrical, paving and snow removal.

i. The Use of the Premises by Next is restricted to the providing of information, referrals, classes and activities for older or qualified individuals of the City or member communities.

j. In the parking lot, the City will designate as handicap accessible no less than two times (i.e. double) the minimum number of handicap accessible parking spaces required by applicable law based on the total number of parking spaces included in the final design of the Project.

k. Next is required to actively occupy and use the Premises as permitted and contemplated by the Lease. Subject to any applicable notice and cure rights, Next's failure or inability to do so without reasonable basis shall be a Default under the Lease.

l. Next may not make alterations to the Premises without the City's written consent, not to be unreasonably withheld.

m. The Next Lease will require Next to obtain usual and customary tenant insurance coverages, including commercial general liability insurance and insuring against other liabilities arising out of the Premises and Next's use of the Common Areas, and other loss policies such as worker's compensation, motor vehicle liability, fire and casualty, and other coverages as reasonably recommended by the City's insurance agents or otherwise required by law. The City shall obtain the usual and customary landlord insurance coverages and as otherwise required by law. As may be available, all insurance policies reasonably required by the Parties under this Agreement or Lease shall mutually include an endorsement stating that the Parties and any related parties will be additional insureds on the respective policies of the other.

n. The Next Lease will require Next to indemnify the City to the full extent permitted by law for any fines, claims or damages arising from or related to the conduct or activity of its members on the Premises or in the Common Areas by reason of personal injury, including bodily injury and death and/or property damage, except where the liability is caused by or results from the sole act or omission of another tenant of the Building and/or its principals, owners, employees, volunteers, agents, invitees or representatives, or the City's elected or appointed officials, employees, volunteers, agents or representatives.

o. Assignment and subletting are prohibited without the City's prior written consent.

p. All disputes under the Next Lease will first be submitted to mediation, after which either party may file for binding arbitration through the American Arbitration Association. The arbitrator shall award costs, expenses and reasonable attorneys' fees to any prevailing party.

q. The Lease shall include miscellaneous provisions that are customarily included in a commercial lease for the mutual benefit of both landlord and tenant, including for example but not limitation the right to reasonable inspections, notice provisions, time of the

essence, entire agreement, lease construction rules, amendments in writing, authorization and effect, and severability.

7. Miscellaneous.

a. Entire Agreement. This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between the City and Next concerning the Project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions, or understandings, either oral or written, between them, other than as attached to or set forth herein.

b. Relationship of the Parties. The relationship of the City and Next shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the Parties here under nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and Next, nor shall either Party or their agent be deemed to be the agent or employee of any other party to this Agreement.

c. 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: _____ (insert department head)

Next: _____

Attn: _____

d. 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.

e. 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.

f. Cooperation. The Parties shall take such further actions and deliver and execute such additional documents as are reasonably necessary to effectuate the terms and intent of this Agreement. The Parties shall work cooperatively to obtain any and all permits, approvals,

waivers, certificates of occupancy, rental licenses, and any other approval required to effectuate the Party's intent contemplated under the terms of this Agreement.

g. Third Parties. The Parties acknowledge and agree that this Agreement is made and entered into for the sole benefit of the Parties hereto, and in no event shall any other person, entity or agency be considered a Party to this Agreement or a beneficiary under this Agreement. Accordingly, there are no third-party beneficiaries under this Agreement.

h. Michigan Law to Control and Severability. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with Michigan Law. If any part, term, or provision of this Agreement is found by a Court (or Arbitrator) of competent jurisdiction to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected and the rights and obligation to the Parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid unless there is a material term or provision of the Agreement that would significantly alter the nature of the Agreement. All terms, conditions, responsibilities, duties, promises, and obligations of the Parties are binding upon the Parties, their successors, and assigns.

i. Due Authorization. The City and Next each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Commission and all other governmental agencies whose approval may be required as a precaution to the effectiveness hereof, in the case of Next, by its Board of Directors, and that the persons who have executed this Agreement below have been duly authorized to do so. The Parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement, and the collateral documents contemplated hereby, as the other Party shall reasonably request.

j. Delays. In the event of any unavoidable delay in the performance by the Parties of their obligations under this Agreement, due to unforeseen causes beyond their reasonable control, including but not limited to acts of God or acts of war or terrorism; acts of the federal, state or county government that impact the Project; acts of the judiciary not resulting from a party's breach of this Agreement, including injunctions, temporary restraining orders and decrees; fires; floods; epidemics; and unanticipated environmental contamination, the time for performance of such obligations shall be extended for the period of such delay. Notwithstanding the foregoing, the City will cover all Next expenses per paragraphs 5 (d) and 5 (e) of this Agreement.

k. No Personal Liability. The obligations here under of the City and Next shall constitute solely the obligations of the respected entities to be satisfied solely from their respective assets, and no officer, agent, employee, or partner of any of said entities shall have any personal obligation, responsibility or liability for the performance of the terms of this Agreement.

L. Assignability. This Agreement is not assignable without the express written Agreement of the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

NEXT

By: _____

Its: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

EXHIBIT "A"

LEGAL DESCRIPTION

The following legal description is from the site survey conducted by Raymond J. Donnelly & Associates dated December 1986.

Lots 5-14 both inclusive except the northerly 3' thereof, all of lots 15, 16, 17, 18, 64, 65, 66 and 67 of "Birmingham-Woodward Subdivision" of part of the Northwest ¼ of the Southeast ¼ of Section 36, T. 2N, R. 10E. Bloomfield Twp., Oakland County, Michigan, Recorded in L. 40, /P. 23 of Plats, Oakland County Records.

Commonly known as: 400 E. Lincoln Street, Birmingham, Michigan
48009

Tax Parcel No.: 08-19-36-403-032

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BIRMINGHAM AND NEXT**

This Memorandum of Understanding is entered into as of this 17 day of May, 2023, by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, Michigan, 48009 and **NEXT**, a 501(c)(3) nonprofit organization whose address is 2121 Midvale, Birmingham, Michigan, 48009, hereinafter referred to as "parties" at times or by name.

WITNESSETH:

WHEREAS, NEXT, a 501(c)(3) nonprofit organization, which has been serving the community for over 40 years offering support services that focus on allowing all older adults to live independently; and,

WHEREAS, NEXT is currently utilizing space at 2121 Midvale, Birmingham, Michigan, 48009, which is a school building and provided in kind by the Birmingham Public Schools; and,

WHEREAS, NEXT provides a comprehensive service department providing information, referrals, classes and activities for all individuals 50 years of age and older residing in the City of Birmingham and in neighboring communities; and,

WHEREAS, the activities and services provided include, but are not limited to, transportation and actions directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, and mobility status of persons over 50 years of age; and,

WHEREAS, the Birmingham Public Schools has not provided a definitive response to offers for a permanent lease or purchase of the building in which NEXT has its presence; and,

WHEREAS, the City of Birmingham embraces the services by NEXT and desires to foster a physical permanency so that NEXT can continue to serve the growing senior community of the City of Birmingham and its neighbors; and,

WHEREAS, NEXT needs to be able to rely upon stabilization and predictability for its finances and physical presence in order to continue to serve the community's senior population.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. NEXT will agree to receive appropriated funds for services pursuant to MCL 400.571 through 400.577 which allows a local unit of government to appropriate funds in order to provide money to private nonprofit corporations or organizations for the purpose of planning, coordinating and providing services to older persons.

2. NEXT will continue to seek and receive money from the communities of the City of Birmingham, the Village of Beverly Hills, the Village of Bingham Farms and the Village of Franklin in order to support and provide ongoing services to the senior community

3. NEXT will agree to seek funding from grants and charitable contributions and through acts of fundraising as it does now.

4. NEXT will secure a written agreement with Birmingham Public Schools by June 1, 2023. The agreement shall be in writing wherein the Birmingham Public Schools commits to NEXT for the continued use of Midvale School building for the NEXT operations for up to three (3) years from the date of the executed Agreement between NEXT and Birmingham Public Schools.

5. At the completion of the above stated three (3) years, or sooner, NEXT will move its operations and become physically present in the Building and property located at 400 E. Lincoln Street, Birmingham, Michigan, 48009, currently the YMCA property.

6. NEXT recognizes and acknowledges that this written Agreement from Birmingham Public Schools is a necessary condition precedent to a Purchase Agreement that will be entered into between the City of Birmingham and the YMCA of Metropolitan Detroit. Without this commitment from Birmingham Public Schools, the City of Birmingham cannot move forward with its purchase of the YMCA Building which will ultimately assist NEXT in serving the senior citizen community.

7. Once NEXT moves into the building, located at 400 E. Lincoln St., Birmingham, Michigan, 48009, in 2026, or sooner, YMCA will continue to provide services and will occupy approximately twenty-five percent (25%) of the square footage in a lease arrangement with the City. NEXT will lease approximately seventy-five percent (75%) or more, of the square footage.

8. NEXT agrees and acknowledges with the City that NEXT will provide and integrate and continue to lease at least seventy-five percent (75%) or more, of the square footage from the City and enter into a lease agreement to be completed at a future date from this Memorandum of Understanding for the above listed property.

9. NEXT agrees to contribute Five Hundred Thousand Dollars (\$500,000.00) to the City of Birmingham as a contribution towards the purchase of the property located at 400 E. Lincoln Street, Birmingham, Michigan, 48009 and will contribute those monies to the City of Birmingham on the date of closing. The City of Birmingham will acknowledge receipt of the contribution towards the purchase of the property when it considers its ultimate lease arrangement in 2026 with NEXT. It is the intent of the City to enter into a long-term lease of this property to NEXT for the price of One Dollar (\$1.00) per year. The details of the lease will provide these assurances for NEXT. If for some reason a mutually agreeable lease arrangement between the City of Birmingham and NEXT fails to be achieved, then in showing of good faith, the City will

return the Five Hundred Thousand Dollar (\$500,000.00) contribution from NEXT towards the purchase price of the property.

10. NEXT will reimburse the City for all exploratory due diligence inspections and inquiries that the City must make in order to purchase the building at 400 E. Lincoln, Birmingham, Michigan, 48009, including, but not limited to environmental studies, structural evaluations, appraisal, title search, surveys, site plan development, utility analysis and contract development. NEXT has received over Two Hundred Thousand Dollars (\$200,000.00) in grant money from Oakland County, Michigan to be used for such endeavors.

11. NEXT accepts there will be future improvements made to the building and property and the cost and plans of those improvements are not a part of this Memorandum of Understanding, but will be developed in the future. There will be separate sources of funding for any future improvements and renovations to the property at 400 E. Lincoln Street, Birmingham, Michigan, 48009. The City will fund the improvements and renovations with the assistance of NEXT and NEXT contributing finances. The lease between NEXT and the City will require ongoing maintenance of the building to be the responsibility of NEXT. Those details will be outlined in a lease agreement.

12. This Memorandum of Understanding may be amended in any part by only written agreement of the parties hereto.

13. The parties agree to be obligated to fully comply with all applicable City ordinances, state and federal laws, regulations, grant conditions, and contract provisions.

14. This Memorandum of Understanding is a binding Agreement and shall be in full force and effect on the date it is signed by all parties. This binding Memorandum of Understanding shall remain in effect and continue indefinitely.

NEXT

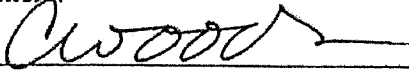
By: Christopher Brown
Its: Executive Director

C. WOODS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 16, 2028
ACTING IN COUNTY OF Oakland

C. Woods
C. Woods

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 17 day of May, 2023, before me personally appeared Christine Draon who acknowledged that with authority on behalf of NEXT to do so he/she signed this Agreement.



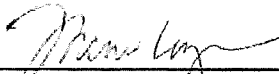
Notary Public

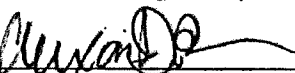
oakland County, Michigan

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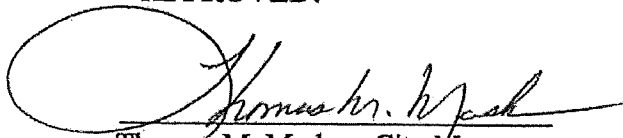
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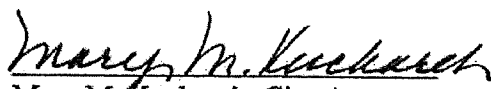
CITY OF BIRMINGHAM:

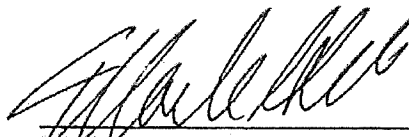
By: 
Therese Longe, Mayor

By: 
Alexandria D. Bingham, City Clerk

APPROVED:


Thomas M. Markus, City Manager
(Approved as to substance)


Mary M. Kucharek, City Attorney
(Approved as to form)


Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

For discussion purposes only. No Agreement may be accepted.

Date: January 23, 2025

**AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND
YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT**

This Agreement ("Agreement") is entered into as of this ____ day of _____, 2025 ("Effective Date"), by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, Michigan, 48009 (the "City") and the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT**, a 501(c)(3) Michigan nonprofit organization whose address is 1401 Broadway, Suite A, Detroit, Michigan 48226 ("YMCA"), hereinafter referred to as "Parties" at times or by name.

RECITALS:

WHEREAS, the City is a municipal corporation organized and existing under and pursuant to the Michigan Home Rules Cities Act, 1909 PA 279, as amended (and codified at MCL 117.1 et seq.), and exercising all of the powers provided therein and pursuant to the City Charter for the City of Birmingham, adopted in 1933 and as subsequently amended; and

WHEREAS, the YMCA is a 501(c)(3) non-profit corporation dedicated to providing comprehensive programs and services that enrich communities, including supporting education and leadership programs, swimming, team sports and camps, fitness classes, family activities, and other community programs; and

WHEREAS, the YMCA is and shall remain an independent organization separate from the City, governed by its own Board of Directors pursuant to its Articles of Incorporation and Bylaws; and

WHEREAS, the City embraces the programs and services provided to its community by the YMCA, which has maintained and operated its facility in the City for 65 years; and

WHEREAS, the City is the owner of certain improved real property located at 400 E. Lincoln St., Birmingham, Michigan, 48009 as legally described on Exhibit A ("Property") which it acquired from the YMCA in 2023 and has since leased to the YMCA; and

WHEREAS, the City intends to demolish the existing building on the Property and construct a new turnkey senior/recreation building, including a swimming pool, of approximately 44,500-49,000 gross square feet on the Property (the "Building"); and

WHEREAS, the Building is intended to be used for community and recreational purposes, as the new permanent home for Next-Your Place to Stay Active & Connected ("Next") and the programs and services Next offers to the senior community; for the use of the City's residents for their socialization, health and wellness; and by the YMCA to provide programs and services for the City's residents for their socialization, health and wellness, and to provide health, fitness and recreation programming for people of all ages. Constructing the Building on the Property for use by the City, Next, and the YMCA is the "Project", as further defined in paragraph 1 of this Agreement; and

WHEREAS, the City desires the services of the YMCA to operate and manage the Recreational Facility (as defined below) within the Building, and the YMCA desires to operate and manage the Recreation Facility as a YMCA branch facility; and

For discussion purposes only. No Agreement may be accepted.

Date: January 23, 2025

WHEREAS, the City and Next intend to enter into a long-term lease agreement under which Next will lease approximately [REDACTED] square feet of space in the Building from the City, and would have the right to use certain shared, flexible space in the Building; and

WHEREAS, the City Commission deems this Project to be a substantial public benefit to the City of Birmingham by offering residents use of the Building, discounted memberships to the YMCA and Next, and access to available services for Birmingham seniors and residents of all ages.

NOW, THEREFORE, in consideration of the foregoing Recitals which are restated in their entirety and expressly made a part of this Agreement, and the mutual promises set forth herein, the City and YMCA agree as follows:

1. Project.

a. Overview. The intent of the Project is to construct a new senior/recreation building to be owned and managed by the City, which would provide the public use of space for community and recreational purposes, and also serve as the new home for Next and the YMCA. The fully integrated design of the Building will include exclusive space for Next, exclusive space for the YMCA, and shared "flex" space available for use by Next, YMCA and the community at large. A preliminary diagram showing the functional space program for the Building (Next space, YMCA space and shared space) is attached as Exhibit B ("Space Plan"). The Parties will further update and refine this Space Plan as the design process proceeds and will work together to share space to the extent possible while maintaining their own dedicated space to operate successfully. The YMCA will act as the "gatekeeper" for the Building at its reception/sign-in desk during normal business hours that the YMCA is open. The parties and Next intend to utilize a "Master Scheduler" system to coordinate the use of shared space and designated use by nonmembers of certain parts of the Recreation Facility.

b. Community Use. A primary intent of this Project is to provide space in the Building and the associated parking lot for community-based activities such as meeting rooms for neighborhood groups or other local club organizations, special events, City-based open house events, an indoor walking track, and public (non-member) use of the swimming pool, gymnasium, pickle ball courts and the like. At a minimum, the YMCA will provide two, two-hour blocks of time during the YMCA's normal business hours for City residents (members or non-members) to use (i) the swimming pool for open swim, one block on a weekday and one on the weekend, and (ii) the gym during regularly scheduled open gym times. Both the swimming and gym use will consist of one block on a weekday and one on the weekend. Both blocks would be staffed and supervised by the YMCA. Such community use shall not unreasonably interfere with the YMCA's Recreation Facility, nor the previously scheduled use of shared space necessary for YMCA's use.

c. YMCA Use. The City desires the services of the YMCA to operate and manage the areas designated on the Space Plan for YMCA use ("Recreation Facility") within the Building as one of its branch facilities, which engagement would include YMCA's exclusive use of [REDACTED] gross square feet of space within the Building, 5,300 square feet of which would be used for a swimming pool and deck area, which may include a separate entrance and/or lobby, and non-exclusive use of the Common Areas in accordance with the provisions of this Agreement. The term "Common Areas" means all areas and facilities outside the Recreation Facility and within the exterior boundary line of the Property (currently shown as the "shared" space on the Space Plan) that are provided and designated by the City for the non-exclusive use by Next, the YMCA, and the City, and their respective employees, vendors, contractors, and invitees.

For discussion purposes only. No Agreement may be accepted.

Date: January 23, 2025

d. Next Use. The Project will create a permanent home for Next, which will continue to use its space (including the shared space) to provide a wide range of programs and services to seniors living in the City and member communities. Next will lease approximately [REDACTED] gross square feet of Next dedicated and secured Building space, which may include a separate and exclusive entrance and/or lobby and have non-exclusive rights to certain Common Areas (defined below) from the City in accordance with a long-term lease agreement to be prepared and executed by the City and Next ("Next Lease").

2. Construction Funding; Bond Contingency.

a. The City intends to finance the Project using bond financing in an amount not to exceed \$32 million (\$24 million construction costs), currently anticipated to be using a 20-year term and annual debt service payments of approximately \$2.3 million. The specific terms of the bond financing have not been finalized and are subject to further discussion and approval of the City Commission. The City's obligation to move forward with the Project is specifically made subject to the City's obtaining all approvals and authorizations for a municipal bond issuance of a maximum of \$32 million and receipt of the funds from the bond issuance to complete its financial obligations contemplated under this Agreement ("Bond Contingency"). The City currently intends to seek voter approval for the bond proposal in the May 2025 special election, subject to further discussion and decision by the City Commission and completion of all steps necessary to do so. In the event this Bond Contingency shall not be met in whole or in part, the City at its sole discretion may declare this Agreement null and void.

b. The YMCA will offer below-market membership rates to City residents, currently contemplated to be an approximate 25% reduction. Membership for City residents will include pool use.

3. Project Timing and Milestones. The Parties intend to complete each of the following activities in accordance with the following schedules:

1/15/25 – CC	Post RFP for Construction Manager (due 2/6)
1/ 20 /25 – CC	Approve Bond Language (May August vote)
2/6/25	Construction Management (CM) Proposals Due
2/11/25	Bond Language to County Deadline
2/24/25 – CC	Recommend and/or interview CM firms at CC meeting Award CM and Kickoff CM Firm for Schematic Design (SD) Budget
3/10/24 - CC	Present SD progress and Renderings for review
3/24/25 - CC	Schematic Design and Budget Estimate to CC for comments
May August 2025	Bond Vote
10/13/25 – CC	Final review of CD and Budget for release of bidding
10/15/25	AE Issues Documents for Bidding
12/1/25 – CC	Present GMP to CC for Approval and Award
12/10/25 – 12/26(3/27)	12 – 15 months of Construction
5/31/27	Target completion date for occupancy by YMCA ("Target Completion Date")

For discussion purposes only. No Agreement may be accepted.

Date: January 23, 2025

This timeline is not a binding commitment, it is merely a good faith estimate of certain milestones the parties currently hope to meet with respect to the progress of the Project which may change based on any number of factors inherent in the process.

On October 31, 2024 the City issued a Request for Proposals ("RFP") for the final design and construction plan preparation for the conceptual design of the Project to the prequalified architectural/engineering firms or persons. On December 9, 2024, the City selected Neumann/Smith as the Architecture Engineering firm for the Project.

In the event the City is unable to reach agreements with contractors bidding on the design and construction work for the Project on terms acceptable to the City in its sole discretion, the City reserves the right to declare this Agreement null and void.

4. Zoning and Other Approvals. The City has rezoned the Property from R4 (Two Family Residential) to PP (Public Property).

5. Construction.

a. The City shall be solely responsible for the Building construction process, including without limitation determining the final design of the Building, the bidding and awarding of construction contracts, and the actual construction of the Building (including all finishes, furnishings (except as provided herein), equipment and a pool) the sequencing and timing of which are intended to be consistent with the general development timetable outlined above. Notwithstanding the foregoing, the City has sought and received input from the YMCA and Next regarding space requirements and design proposals.

b. The City intends to hire a Construction Manager at Risk ("CMAR") during the pre-construction process for support with design development, cost estimating, constructability, phasing and other construction related items, including delivery of the Project within an agreed Guaranteed Maximum Price ("GMP") for construction of the Building.

c. The City intends for this Project to include multiple sustainability components, and the Building is expected to be designed to meet at least LEED Silver certification from the United States Green Building Counsel ("USGBC") and to use creative approaches to minimize environmental impacts, including stormwater mitigation and alternative energy options. Detailed sustainability alternatives and direction will be addressed at future City Commission meetings.

d. The Building design will accommodate the needs of the YMCA to provide a facility that is operable under YMCA operating standards as a YMCA facility, within the scope and limitations of the overall Project. YMCA will be permitted to participate in meetings with architects, engineers and planners to as described in Exhibit ___ hereof; review and comment on the final design drawings and specifications for the Recreation Facility itself and its outfitting; and participate in progress inspections of the construction process. The City shall provide YMCA with regular updates as to the progress of the design and construction of the Building, and YMCA shall have the right, ~~and to review and~~ have meaningful input ~~to review on~~ any material change orders to approved plans for the Recreation Facility. However, the approval of any such change order shall be at the City's sole discretion. At YMCA's request, the City will furnish the YMCA with all information, data, reports, records, as-build plans, and the like that YMCA requires for the operation of the Recreation Facility and the performance of its services.

For discussion purposes only. No Agreement may be accepted.

Date: January 23, 2025

e. The YMCA will be responsible for outfitting the Recreation Facility, with the purchase and installation of equipment, and all other items as provided in Exhibit ___ of this Agreement, and all extraordinary and unanticipated costs of design, construction and improvements to the Building or Property required to outfit the facility as required by the YMCA.

f. In the parking lot, the City will designate as handicap accessible no less than two times (i.e. double) the minimum number of handicap accessible parking spaces required by applicable law based on the total number of parking spaces included in the final design of the Project.

g. In the event the City is unable or unwilling to proceed with the Project for any reason, including without limitation the failure of the Bond Contingency, this Agreement will terminate and the parties will remain bound by the terms and conditions of the parties' Lease Agreement dated July 26, 2023, a copy of which is attached hereto as Exhibit ___.

6. Management and Operation. The City hereby engages the YMCA, and the YMCA hereby accepts the engagement, as manager and operator of the Recreation Facility and programs provided at the Recreation Facility and the Property in accordance with the following terms and conditions:

a. Scope of Services. The YMCA is engaged to, and shall, provide the following services:

i. Program development and management for all program activities at the Recreation Facility, unless otherwise agreed by the YMCA, to provide components of youth sports, general recreation, wellness, health care, wellness, etc. in the same manner as at other YMCA facilities from time to time within the physical limitations and opportunities of the Recreation Facility, and as may be agreed by the Parties or later recommended by the City subject to YMCA approval not to be unreasonably withheld. Attached to this Agreement as Exhibit ___ is documentation concerning the program purposes of the Recreation Facility as the parties have agreed as their original intent.

ii. Physical and financial payment of all expenses related to the swimming pool and all Operating Expenses for the Building and the Property. The term "Operating Expense" means utility (gas, water/sewer, and electric), insurance, Building and property maintenance, facility management, property management, and ~~capital reserve~~ the Reserve Fund (as defined below), with an annual report of all such payments by the YMCA to the City. The City will be responsible physically and financially for the ongoing maintenance and repairs required for the Building's roof, walls, windows, HVAC, plumbing, electrical, paving, and snow removal in a timely manner.

The YMCA shall fund a capital reserve fund account for the necessary end-of-term maintenance, repairs and upgrades to the swimming pool (including without limitation replacement or resurfacing of the pool's marcite surface) ("Reserve Fund") at the rate of \$25,000 annually (measured from the commencement of operations at the Recreation Facility) not later than the end of each annual period. This fund and all income from the fund shall be under the dominion and control of the YMCA during the term of this Agreement and shall at all times be the property of the YMCA but held in trust for the purposes of the Reserve Fund provided herein. The YMCA shall continue to fund the Reserve Fund at the same rate provided herein until the balance reaches and is maintained at \$250,000. For the sake of clarity, the Reserve Fund shall not be used to pay for the regular maintenance and repairs (including marcite resurfacing or

For discussion purposes only. No Agreement may be accepted.

Date: January 23, 2025

replacement) required for the pool during the term of this Agreement, the expenses for which shall be paid separately by the YMCA.

iii. Staffing for development, management and execution of programs at the Recreation Facility in accordance with the same standards for staffing at similar YMCA facilities. The Parties will discuss staffing at the Building during periods where YMCA and/or Next are closed. [**"Staffing" to be discussed and better defined**]

iv. Advertising and promotion of facility and program in the same manner as for any regional branch YMCA facility.

v. Design input and construction participation as provided in Section 5 of this Agreement.

vi. Prepare periodic (not less often than annually) operating budgets for the operation and management of the programs and physical improvements, and submit annually operating financial statements to the City, in the same form and content as for similar YMCA internal review for similar facilities. The YMCA and the City shall meet annually for the specific purpose of reviewing the proposed budget.

vii. Provide equipment for programmatic use in the Recreation Facility as, and in the nature of that, listed in Exhibit __ to this Agreement.

viii. Staffing, maintaining, repairing, equipment replacement, improvements, capital improvements, insurance, or other changes or costs associated with any of those items for the swimming pool and deck area and for all other machinery, equipment, free weights, and other outfitting assets utilized in the Recreation Facility.

ix. Except as provided herein, the City will manage the Building in the same manner as it does for all other buildings, structures and facilities for which it is responsible. As noted above, the YMCA will act as the "gatekeeper" for the Building at its reception/sign-in desk during normal business hours that the YMCA is open. The parties are still in discussions over staffing for the Building during normal day-to-day operations, where Next and/or the YMCA have staff at the Building, and when Next and YMCA are closed. The City is working on an operations plan that would provide public access to the shared public spaces of the Building for use of the gymnasium, walking track, pickle ball courts, multi-purpose rooms, etc. through the use of a building supervisor/manager potentially employed by the City and fully or partially funded by the City when Next and the YMCA are both closed.

x. The YMCA will perform all customary background checks on personnel hired, engaged or permitted to perform any services in the Recreation Facility, at the Building or on the Property, and for each such person will provide the City with detailed confirmation of the successful completion and scope of the investigation.

b. Term and Termination. The term of this Agreement with respect to YMCA services is for an initial term of twenty (20) years, commencing on the date of this Agreement, with options exercisable by the YMCA for three (3) additional, successive ten (10) year periods. The City and the YMCA may end the term earlier under the following circumstances:

i. By mutual agreement at any time.

For discussion purposes only. No Agreement may be accepted.

Date: January 23, 2025

ii. In the event of failure of the City to perform or observe its commitments and undertakings under this Agreement, the YMCA may elect to end the term by giving sixty (60) days written notice to the City provided that the YMCA has given the City not less than sixty (60) days to cure such failure after written notice and such cure has not been completed or with diligence undertaken and continuously pursued during the cure period.

iii. In the event of failure of the YMCA to perform or observe its commitments and undertakings under this Agreement, the City may elect to end the term by giving sixty (60) days written notice to the YMCA provided that the City has given the YMCA not less than sixty (60) days to cure such failure after written notice and such cure has not been completed or with diligence undertaken and continuously pursued during the cure period.

iv. At the option of either the City exercised by written notice within the earlier of sixty (60) days following the occurrence of a casualty or twenty (20) days following receipt of an estimate of time to effect restoration after casualty made by a contractor mutually acceptable to the parties, in the event of such substantial destruction that the Recreation Facility cannot be restored to full use within one (1) year after a casualty, based on the written bid for such work by a qualified contractor selected by the City, or if such a casualty is from causes not insurable under a comprehensive form of property damage insurance available in the State of Michigan.

~~v. In the event this Agreement expires or is terminated, the YMCA shall pay the City the amount of \$___ ("Termination Fee") in consideration for the expenses associated with the continued maintenance and use, or de-commissioning of the swimming pool. The Termination Fee shall be paid within thirty (30) days of the date of termination.~~

c. Remedies.

i. The City may terminate this Agreement and evict YMCA on the occurrence of any of the events recited in Section 6.b.iii. or iv. above, and may also terminate this Agreement upon the YMCA's filing of a petition for bankruptcy, reorganization, liquidation, dissolution, or similar relief; any proceeding filed against tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief that is not dismissed within thirty (30) days after filing; the appointment of a Trustee, receiver, or liquidator for YMCA; or YMCA's abandonment of the Recreation Facility or failure to occupy and use the Recreation Facility as provided herein (all of which constitute a "Default"). In the event a party fails to perform or observe its commitments of under takings under this Agreement on more than two (2) occasions within a twenty-four (24) month period (whether or not cured by that party), the non-defaulting party may declare a Default hereunder.

ii. Upon termination of this Agreement for Default by YMCA, in addition to possession of the Recreation Facility, the City is entitled to recover all direct, indirect, and consequential damages suffered as a result of the Default or any breach. It is within the contemplation of the Parties that such damages include, but without limitation, all payments that would have been made by YMCA under this Agreement, all unamortized expenditures, calculated on a straight-line basis, undertaken by the City to fit the Recreation Facility to the needs of the YMCA; the estimated cost of restoring the Recreation Facility to its original condition; any commissions that may be required to make use of the Recreation Facility after YMCA's exit; and any other damages identified in this Agreement or reasonably foreseeable by the Parties at the time this Agreement was entered into.

For discussion purposes only. No Agreement may be accepted.

Date: January 23, 2025

iii. The Remedies provided to the City under this Agreement are cumulative, including both the remedies provided by this Agreement, and any remedies provided by law. In addition, if the City commences action to enforce this Agreement, YMCA agrees to pay the City's reasonable costs and reasonable attorney's fees in the event the City is the prevailing party (in whole or in part) in that action.

iv. Condition on Expiration/Termination. On the date this Agreement expires or terminates, the YMCA will promptly deliver all keys, security codes, manuals, and the like to the City. YMCA will deliver the Recreation Facility in fair and reasonable condition based on reasonable use throughout the term~~broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted~~. Any and all permanent improvements made by the YMCA, whether to the existing Building or land, shall be for the benefit of the City and shall revert to the ownership of the City at the conclusion of this Agreement. All permitted improvements, alterations, and additions shall, at the City's sole discretion, become the property of the City and shall remain with the Recreation Facility, and shall remain upon and be surrendered to the City at the expiration or termination of this Agreement.

With respect to the swimming pool, the parties agree that upon expiration or termination of this Agreement, an inspection will be conducted by a mutually agreeable expert to assess the condition of the pool and the need for repairs, maintenance or upgrades. The City will be entitled to use so much of the Reserve Fund as needed to pay for the repairs, maintenance or upgrades to the pool based on the expert's recommendations, which will be final and binding on the parties.

d. General Operating Conditions. The Recreation Facility shall be operated under the following general parameters:

i. Hours. The hours of operation shall be generally as per the attached schedules. Hours of operation for various key components of the operation including the pool, gymnasium, walking track, pickleball courts, etc. shall also be as per attached exhibits or schedules. Material changes in the hours of operation (other than those necessitated by extraordinary events, such as weather, health conditions, emergencies and the like, or other temporary changes) shall be subject to approval of the City, acting through its designated representatives.

ii. Fees. The YMCA will charge membership fees and activity fees, and allow member guest participation, consistent with its general practices. The membership fee rates for residents of the City shall be discounted by 25% from YMCA's general membership fee rates. The initial resident fee structure is set in our Schedule 1 attached to this Agreement. City residents' fees may be adjusted from time to time by mutual agreement of the parties based on either inflation or another mutually agreed upon economic index. The City otherwise shall have no control over fees charged by the YMCA for the use of the Recreation Facility, including fees for programming.

iii. Name. In recognition of (i) the ownership of the Recreation Facility by the City, (ii) the need to appeal to a broader geographical community than the City itself and (iii) the responsibility and discretion of the YMCA as manager and operator, the Recreation Facility shall be identified as _____. The YMCA shall have the right to advertise the Recreation Facility and its program as the "Birmingham Family YMCA."

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iv. Advertising and Marketing. The YMCA shall develop all advertising and marketing materials for the Recreation Facility and program operations during the term of this Agreement. All such materials shall be subject to review and reasonable rights of approval by the City. All advertising and marketing materials shall indicate the identity of the City in reference to the Recreation Facility.

v. Miscellaneous.

(1) YMCA shall not make any material alterations to the Recreation Facility or the Property without the City's written consent.

(2) YMCA may not assign any of its rights under this Agreement or enter into any Lease or other agreement with a third party for occupancy or use of the Recreation Facility or the Property without the City's prior written consent.

f. Insurance and Indemnification.

i. The YMCA shall maintain during the term of this Agreement the following insurance:

(1) Workers' Compensation Insurance, which meets Michigan statutory requirements.

(2) Commercial General Liability Insurance with minimum limits of bodily injury of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate, with additional umbrella coverage of a minimum of ~~\$510~~ Million, and with minimum limits for property damage of \$1 Million each occurrence and \$5 Million aggregate.

(3) Comprehensive Automobile Liability (including hired and non- owned vehicles) with minimum limits for bodily injury of \$1 Million Dollars per occurrence and with minimum limits for property damage of \$500,000 per occurrence.

If, during the term of this Agreement, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the YMCA will obtain such additional coverage as may reasonably be required and available under the circumstances. The insurance must be effected under valid and enforceable policies, issued by recognized, responsible Michigan insurers which are well rated by national rating organizations. The YMCA and City shall jointly review the adequacy of coverages every three years.

Insurance policies shall name the YMCA as the insured and the City as additional insured. The policies shall provide that they may not be canceled or materially changed without at least 30 days prior written notice to the City. The YMCA shall submit certificates evidencing the insurance to the City at the time it executes this Agreement, and at least thirty (30) days prior to the expiration dates of expiring policies. The YMCA and City each agree to notify the other within 10 days of such party's receipt of written notice of any material claim made by a third party which is covered under any policy in effect on the Recreation Facility.

ii. The YMCA agrees to indemnify, defend, and save harmless the City, its officers, boards, commission, employees, and agents (the "City Indemnitees") from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including, but not limited to fees and reasonable expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the City Indemnitees by any reason of any act or omission of the YMCA, its personnel, employees,

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agents, or subcontractors, in the performance of this Agreement. To the extent any such liability is insured against, by insurance provided under this Agreement, this indemnification shall be deemed satisfied.

For purposes of these provisions; the term "City" includes all associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

Subject to the next sentence, the indemnities provided herein apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

7. [Intentionally Omitted]

8. Miscellaneous.

a. Entire Agreement. This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between the City and the YMCA concerning the Project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions, or understandings, either oral or written, between them, other than as attached to or set forth herein.

b. Relationship of the Parties. The relationship of the City and the YMCA shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the Parties here under nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and the YMCA, nor shall either Party or their agent be deemed to be the agent or employee of any other party to this Agreement.

c. 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: _____ (insert department head)

For discussion purposes only. No Agreement may be accepted.

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YMCA:

Attn: _____

d. 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.

e. 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.

f. Cooperation. The Parties shall take such further actions and deliver and execute such additional documents as are reasonably necessary to effectuate the terms and intent of this Agreement. The Parties shall work cooperatively to obtain any and all permits, approvals, waivers, certificates of occupancy, rental licenses, and any other approval required to effectuate the Party's intent contemplated under the terms of this Agreement.

g. Third Parties. The Parties acknowledge and agree that this Agreement is made and entered into for the sole benefit of the Parties hereto, and in no event shall any other person, entity or agency be considered a Party to this Agreement or a beneficiary under this Agreement. Accordingly, there are no third-party beneficiaries under this Agreement.

h. Michigan Law to Control and Severability. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with Michigan Law. If any part, term, or provision of this Agreement is found by a Court (or Arbitrator) of competent jurisdiction to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected and the rights and obligation to the Parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid unless there is a material term or provision of the Agreement that would significantly alter the nature of the Agreement. All terms, conditions, responsibilities, duties, promises, and obligations of the Parties are binding upon the Parties, their successors, and assigns.

i. Due Authorization. The City and YMCA each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Commission and all other governmental agencies whose approval may be required as a precaution to the effectiveness hereof, in the case of YMCA, by its Board of Directors, and that the persons who have executed this Agreement below have been duly authorized to do so. The Parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement, and the collateral documents contemplated hereby, as the other Party shall reasonably request.

j. Delays. In the event of any unavoidable delay in the performance by the Parties of their obligations under this Agreement, due to unforeseen causes beyond their reasonable control, including but not limited to acts of God or acts of war or terrorism; acts of

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the federal, state or county government that impact the Project; acts of the judiciary not resulting from a party's breach of this Agreement, including injunctions, temporary restraining orders and decrees; fires; floods; epidemics; and unanticipated environmental contamination, the time for performance of such obligations shall be extended for the period of such delay.

k. No Personal Liability. The obligations here under of the City and YMCA shall constitute solely the obligations of the respected entities to be satisfied solely from their respective assets, and no officer, agent, employee, or partner of any of said entities shall have any personal obligation, responsibility or liability for the performance of the terms of this Agreement.

L. Assignability. This Agreement is not assignable without the express written Agreement of the Parties.

[Signature page follows]

For discussion purposes only. No Agreement may be accepted.

Date: January 23, 2025

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

YMCA

By: _____

Its: _____

CITY OF BIRMINGHAM:

By: _____

Therese Longe, Mayor

By: _____

Alexandria D. Bingham, City Clerk

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

LEASE AGREEMENT

THIS LEASE is made this 26th day of July, 2023, by and between the **CITY OF BIRMINGHAM**, A Michigan Municipal Corporation, the Lessor, whose address is 151 Martin Street, Birmingham, Michigan, 48009, hereinafter designated as the LESSOR, and the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT**, the Lessee, a Michigan Non-profit Corporation, whose address is 1401 Broadway, Suite 3A, Detroit, Michigan, 48266, hereinafter designated as the LESSEE.

I.

Leasing Agreement and Description

The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed by the Lessee, does hereby Lease to the Lessee the following described premises, hereinafter referred to as the PROPERTY, and situated in the City of Birmingham, Oakland County, Michigan, to-wit:

Approximately 1.52 acres of land commonly known as the Birmingham Family YMCA Building located at 400 E. Lincoln Street, Birmingham, MI, 48009.

Tax Parcel No.: 08-19-36-403-032

Attachment A – legal description

II.

Term and Rental

(a) The term of this Lease shall be for a period of three (3) years commencing on 7/26, 2023, and ending on 7/26, 2026, unless terminated early at the Lessee's or Lessor's desire, but upon a written notice of three (3) months prior to the termination of the Lease. Lessee shall pay to the Lessor as rent for said premises the sum of One Dollar (\$1.00) per year, payable in advance on the first day of each lease year of the term to this Lease.

(b) Once the three (3) year lease term between the Lessor and the Lessee is completed, in 2026, the Lessee may enter into a successive lease with the Lessor wherein the Lessee will maintain a presence providing for YMCA services for the community and utilizing approximately 10,000 square feet of the Subject Property.

(c) During the initial three (3) year lease term (the effective date is 2023-2026), the Lessor will begin integration and working collectively with the Lessee and NEXT in order to continue to provide YMCA services for the community.

III.

Alterations and Additions

The Lessee shall make no alterations or additions to the premises without first obtaining the written consent of the Lessor. Any and all permanent improvements made by the Lessee, whether to the existing building or land, shall be for the benefit of the Lessor and shall revert to the ownership of the Lessor at the conclusion of the term of this Lease. Should Lessee erect any moveable structures on the leased premises, the same can be removed by the Lessee at the termination of this Lease, provided, however, that the Lessee return the premises to a condition acceptable to Lessor at Lessee's sole expense. The Lessor agrees to be physically and financially responsible for maintaining the subject property and all of its systems at the same level and duty of care as at the closing date during the three (3) year lease period. The Lessee agrees that in order to satisfy this paragraph, any costs for each individual project in excess of Twenty-five Thousand Dollars (\$25,000.00) shall be shared by the Lessor and Lessee proportioned to the party that receives the greatest benefit for such endeavor. Lessor must provide approval of any expenditure, purchase, or repair in excess of Twenty-five Thousand Dollars (\$25,000.00) prior to said expenditure or repair. The Lessor, however, will not participate in any pool related improvements, including and without limitation, any repairs, equipment replacements, improvements, capital improvements, maintenance or changes, or any costs associated therewith. For the purposes of this Section and for all other sections, "the greatest benefit for such endeavor" shall be determined by apportioning the useful life of the item in question, and allocating the cost of such item to Lessor for the portion of the useful life attributable to the term of this Lease, and allocating the remainder of the costs to Lessor. All improvements, alterations, and additions shall become the property of the Lessor and remain with the Property and shall remain upon and be surrendered to the Lessor at the expiration of this Lease.

IV.

Obligations of Lessee With Reference to Building and Grounds

During the term of this three (3) year Lease, Lessee agrees to:

- (a) Be responsible for upkeep and maintenance of the premises including, but not limited to keeping the interior of the premises, the roof, outer walls, concrete floors, plumbing and electrical wiring of the premises including any additional structures constructed by the Lessor in as good of repair as when taken, except for reasonable use and wear expected. The Lessee agrees that in order to satisfy this paragraph, any costs for each individual project in excess of Twenty-five Thousand Dollars (\$25,000.00) shall be shared by the Lessor and Lessee proportioned to the party that receives the greatest benefit for such endeavor. Lessor must provide approval of any expenditure, purchase, or repair in excess of Twenty-five Thousand Dollars (\$25,000.00) prior to said expenditure or repair. The Lessor, however, will not participate in any pool related

improvements, including and without limitation, any repairs, equipment replacements, improvements, capital improvements, maintenance or changes, or any costs associated therewith. For the purposes of this Section and for all other sections, "the greatest benefit for such endeavor" shall be determined by apportioning the useful life of the item in question, and allocating the cost of such item to Lessor for the portion of the useful life attributable to the term of this Lease, and allocating the remainder of the costs to Lessor. All improvements, alterations, and additions shall become the property of the Lessor and remain with the Property and shall remain upon and be surrendered to the Lessor at the expiration of this Lease.

- (b) Maintain in good condition, the grounds, lawns and shrubbery of the premises and provide snow removal services for the parking lot, driveway and surrounding sidewalks.
- (c) Be physically and financially responsible for all repairs, replacements and maintenance of any and all equipment, including, but not limited to HVAC systems, electrical systems, utility systems and personal property during the three (3) year lease period.
- (d) Not perform any acts, or carry on any practices that may injure the Property or adjacent properties, or constitute a nuisance.

V.

Indemnification

To the fullest extent permitted by law, the Lessee and any entity or person for whom the Lessee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the Lessor, 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 Lessor, 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 Lessee 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 Lessor.

VI.

Insurance Requirements

The Lessee shall maintain during the life of this Lease the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Lessee shall procure and maintain during the life of this Lease, Workers' Compensation Insurance, including Employers 4 Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

C. Motor Vehicle Liability: Lessee shall procure and maintain during the life 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. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Lessee will provide services that are customarily subject to this type of coverage.

E. Fire Coverage Insurance: The Lessee shall carry fire and extended coverage insurance on the building and all building improvements in the amount of Five Million Dollars (\$5,000,000.00), with the proceeds payable to Lessor and Lessee as their interests may appear. The Lessee shall carry adequate fire and extended coverage on the contents owned by Lessee and Lessor which are permanent in nature, property surrendered to the Lessor at the expiration of this Lease, and Property that is removable and owned by Lessee.

F. Additional Insured: All insurances, 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.

G. Coverage Expiration: If any of the above coverages expire during the term of this Lease, Lessee shall deliver renewal certificates and/or policies to the Lessor at least (10) days prior to the expiration date.

H. Proof of Insurance Coverage: Lessee shall provide the Lessor at the time the Lease is returned for execution, Certificates of Insurance and/or policies, acceptable to the Lessor, 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. Two (2) copies of Certificate of Insurance for Fire Coverage Insurance;
6. If so requested, Certified Copies of all policies mentioned above will be furnished.

I. Maintaining Insurance: Upon failure of the Lessee to obtain or maintain such insurance coverage for the term of the Lease, the Lessor may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Lease amount. In obtaining such coverage, the Lessor shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

VII.

Civic Obligations of Lessee

Lessee shall, during the term of this Lease:

- (a) Continue to operate and offer membership to the Young Men's Christian Association of Metropolitan Detroit to residents of Birmingham and residents of neighboring communities.
- (b) Once the three (3) year Lease between the Lessor and Lessee is completed, in 2026, the Lessor may enter into a successive lease with the Lessee wherein the Lessee will maintain a presence providing for YMCA services for the community and utilizing

approximately ten thousand (10,000) square feet of the subject Property. During the initial three (3) year Lease term (the effective date of 2023 to 2026) the Lessee agrees and accepts that the Lessor will be working with the 501(c)(3) organization NEXT in order to begin preparation for NEXT to move into the Subject Property. The Lessee will work cooperatively with the Lessor to accommodate this integration including but not limited to both interior and exterior property renovations. The Lessee will continue to provide YMCA services for the community during this integration period.

VIII.

Non-assignability

Lessee covenants not to assign or transfer this Lease or sublet said premises or any part thereof without the prior written consent of Lessor. This covenant shall not be deemed to be breached by Lessee permitting the use of classroom space by others to the extent contemplated as service to the community.

IX.

Use and Occupancy

It is understood and agreed that said premises may be used and occupied during the term of this Lease for the YMCA, including, but not limited to all YMCA programming and activities.

The property shall not be used for any purpose in violation of any law, Birmingham City ordinance, or regulation.

Should the use of the premises be for any other purpose, then Lessor, at its option, may declare Lessee in default and terminate this Lease.

X.

Damage by Fire or Other Casualty

If the building shall be damaged or destroyed to the extent of fifty percent (50%) of its value by fire or other casualty prior to the termination of the Lease, the Lessor will repair and restore the same to good tenantable condition with reasonable dispatch. If the building shall be damaged or destroyed to the extent of more than fifty percent (50%) of its value by fire or other casualty prior to the termination of this Lease, or if the Property shall be damaged or destroyed to any substantial extent on or before the termination of this Lease, the Lessor shall have the option to either repair and restore the same to good tenantable condition with reasonable dispatch or to terminate this Lease. Following such fire or other casualty, Lessor shall, with reasonable diligence, give Lessee a written notice, setting forth the option elected by the Lessor.

XI.

Compliance with Laws

Lessee shall at its own expense promptly comply with all lawful laws, ordinances, regulations or orders of all municipal, county and state authorities affecting the premises hereby demised and the cleanliness, safety, occupation and use of same.

XII.

Re-renting

Lessee hereby agrees that for a period commencing ninety (90) days prior to the termination of the Lease, the Lessor may show the premises to prospective Lessees and sixty (60) days prior to the termination of this Lease may display in and about said premises and in the windows thereof, the usual and ordinary "For Lease" signs.

XIII.

Holding Over

It is hereby agreed that in the event Lessee should hold over after the termination of this Lease, the tenancy thereafter shall be from month to month in the absence of a written agreement to the contrary.

XIV.

Utilities

Lessee will pay all charges made against said leased premises for gas, water, sewage disposal, heat, and electricity during the continuance of this Lease as the same shall become due.

XV.

Lessor's Access to Premises

Lessor shall have the right to enter upon the premises at all reasonable hours for the purpose of inspecting the same and/or planning and executing future improvements and/or renovations and/or changes to both the interior and exterior of the Property. If Lessor finds that any reasonable repairs required hereby to be made by Lessee under this Lease shall be necessary, Lessor *may* demand that Lessee make the same, and if Lessee refuses or neglects to make such repairs and complete the same with reasonable dispatch, Lessor may make or cause to be made

such repairs and shall not be responsible to Lessee for any ordinary loss or damage that may accrue to Lessee's property.

If Lessor makes or causes to be made such repairs, Lessee agrees that it will forthwith, on demand, pay to Lessor the actual cost thereof plus 5% for the costs of administration.

XVI.

Default and Re-entry

In case default shall be made in any of the covenants herein contained and if Lessee shall not have cured such default within ninety (90) days after receiving written notice from Lessor specifying the default or defaults complained of, then Lessor, its attorney, representatives, or assigns, may re-enter and repossess the premises and expel Lessee and those claiming through or under Lessee.

XVII.

Expenses on Re-entry

In the event that Lessor shall during the period covered by this Lease obtain possession of said premises by reentry, summary proceedings or otherwise, Lessee hereby agrees to pay Lessor all expenses incurred by Lessor in obtaining possession of the premises, including attorney fees, as well as all expenses, commissions and costs which may be paid for the reletting of the same.

XVIII.

Remedies Not Exclusive

It is agreed that each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits or any other rights, remedies, and benefits allowed by law.

XIX.

Waivers

One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

XX.

Notices

Written notices regarding this Lease shall be addressed to the following:

If to Lessor:

With a Copy to:

Jana Ecker, City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009
Telephone: (248) 530-1811
E-Mail: jecker@bhamgov.org

Mary M. Kucharek, City Attorney
Beier Howlett, P.C.
3001 W. Big Beaver Rd., Ste. 600
Troy, MI 48084
Telephone: (248) 282-1075
E-Mail: mkucharek@bhlaw.us.com

If to Lessee:

Helene Weir, President & CEO
YMCA of Detroit
1401 Broadway, Suite 3A
Detroit, Michigan 48266
Telephone: (313) 223-2496
or (602) 795-2211
E-Mail: Helene.weir@ymcadetroit.org

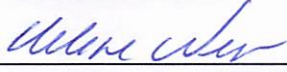
Michelle Kotas, CFO
YMCA of Detroit
1401 Broadway, Suite 3A
Detroit, Michigan 48266
Telephone: (313) 223-2495
or (313) 267-5321
E-Mail: mkotas@ymcadetroit.org

XXI.

Resolution of Disputes

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If 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.

**LESSEE:
YOUNG MEN'S CHRISTIAN ASSOCIATION OF
METROPOLITAN DETROIT**

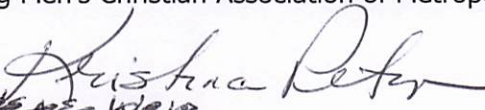
By: 

President & CEO

Date signed by Lessee: 7/26, 2023

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 26th day of July, 2023, before me personally appeared HELENE WEIR, President and CEO who acknowledged that, with authority on behalf of Young Men's Christian Association of Metropolitan Detroit to do, so she signed this Agreement.


HELENE WEIR

Notary Public

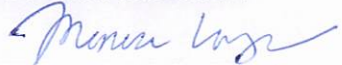
OAKLAND County, Michigan

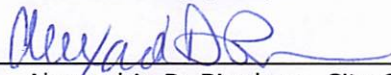
Acting in OAKLAND County, Michigan

My commission expires: July 25, 2024

KRISTINA PETZER
Notary Public - Michigan
Oakland County
My Commission Expires July 25, 2024
Acting in the County of OAKLAND

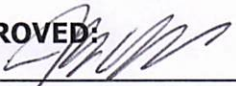
**LESSOR:
CITY OF BIRMINGHAM**

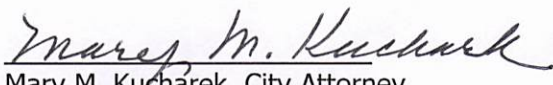
By: 
Therese Longe, Mayor

By: 
Alexandria D. Bingham, City Clerk

Date signed by Lessor: July 26, 2023

APPROVED:


Jana Ecker, City Manager
(Approved as to substance)


Mary M. Kucharek, City Attorney
(Approved as to form)

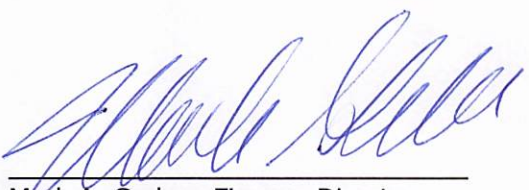

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

EXHIBIT "A"

LEGAL DESCRIPTION

The following legal description is from the site survey conducted by Raymond J. Donnelly & Associates dated December 1986.

Lots 5-14 both inclusive except the northerly 3' thereof, all of lots 15, 16, 17, 18, 64, 65, 66 and 67 of "Birmingham-Woodward Subdivision" of part of the Northwest ¼ of the Southeast ¼ of Section 36, T. 2N, R. 10E. Bloomfield Twp., Oakland County, Michigan, Recorded in L. 40, /P. 23 of Plats, Oakland County Records.

Commonly known as: 400 E. Lincoln Street, Birmingham, Michigan
48009

Tax Parcel No.: 08-19-36-403-032

COPY

**INTERLOCAL AGREEMENT
JOINT SENIOR SERVICES**

This Interlocal Agreement is entered into as of the 26 day of Oct., 2021, by and between the **VILLAGE OF BEVERLY HILLS**, a Michigan municipal corporation located at 18500 W. Thirteen Mile Road; the **VILLAGE OF BINGHAM FARMS**, a Michigan municipal corporation located at 24255 Thirteen Mile Road, Suite 190; the **CITY OF BIRMINGHAM**, a Michigan municipal corporation located at 151 Martin Street; and the **VILLAGE OF FRANKLIN**, a Michigan municipal corporation located at 32325 Franklin Road (hereinafter referred to as "governmental units").

WHEREAS, NEXT is at 2121 Midvale, Birmingham, Michigan and offers an Active Adult Activity Center which is located in a school building, as provided in-kind by the Birmingham Public Schools in partnership with the member communities as an element of continuing education; and,

WHEREAS, this Interlocal Agreement is for the governmental units which are parties hereto in order to join together to establish an agreement for the purposes set forth; and,

WHEREAS, the governmental units wish to collectively formalize their commitments to provide funds for senior services.

THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I – PURPOSE

NEXT is a 501(c) Non-Profit Organization which has been serving the community for over forty (40) years offering support services and programs that focus on allowing older adults to live independently. NEXT provides a comprehensive Support Service Department, services provided include, but are not limited to, transportation, and actions directed toward the improvement of the social, legal, health, housing, emotional, nutritional, and mobility status of persons over 50 years of age. In addition, NEXT offers a robust calendar of activities such as fitness, creative arts, travel, life-long learning and many weekly opportunities for socialization and enrichment. It offers these programs and services to all individuals 50 years of age and older, residing in the governmental units which are part of this Agreement.

The purpose of this Interlocal Agreement is strictly for the purpose of NEXT being able to rely upon stabilization and predictability for its finances in order to serve the seniors residing in the governmental units. Simply stated, the purpose of this Interlocal Agreement is to give NEXT dependability upon the governmental units for their budget and its framework of support.

At some point in time, should the parties choose to provide a municipal-based senior service center or services, there may be an opportunity for the governmental units involved in this Agreement to enter into other agreements providing for a larger framework under governmental direction and ownership.

ARTICLE II – APPROPRIATION OF FUNDS FOR SERVICES

The people of the State of Michigan enacted MCL §§ 400.571 – 400.577 which allows a local unit of government to appropriate funds in order to provide money to public or private non-profit corporations or organizations for the purpose of planning, coordinating, and in providing

services to older persons. The appropriation for funds of services must be approved by the majority of the members of the governing body of the local unit of government. Therefore, while public funds usually cannot be used for private non-profit corporations, in the case of providing senior services, the units are legally able to grant money because of the act as stated.

ARTICLE III – FINANCES

Quarterly, the Executive Director of NEXT will provide to each governmental unit a financial statement. It is important to note that NEXT functions with a finance committee and must have their financial reports and budgets authorized by its Board of Directors.

It is obviously paramount that each of the governmental units providing funds to NEXT be assured that public funds are being used appropriately and efficiently. To that end, annually, by January 31 of each year, the Executive Director is to provide a detailed financial statement demonstrating day-to-day operations and appear at each governmental unit's legislative authority to demonstrate the budget and receive approval.

NEXT engages, at this time, Gordon Advisors, P.C., Certified Public Accountants, to prepare all tax returns to the tax authorities and end of the year review, as required by the IRS by statute. This end of year review and tax filing is completed annually. An audit by an auditing company is not required by the IRS. As such, this filing provides a full written report and statement of NEXT's financial compliance. This report will be provided to each governmental unit yearly by NEXT.

ARTICLE IV – PARTICIPATION

The parties hereto agree that each governmental unit will participate in granting money to NEXT as requested and in amounts equivalent to the governmental unit's past year's contribution. A governmental unit may annually increase or decrease these funding contributions, which are payments for services rendered to the communities' seniors, during each subsequent fiscal year as approved by the municipal governing unit. The following table demonstrates the usual funding by each governmental unit.

<u>Community</u>	<u>Population (2018 Est.)*</u>	<u>2019 SEV**</u>	<u>Percentage of SEV</u>	<u>Contribution Amount</u>	<u>Percentage of Contribution</u>
Birmingham	21,322	3,192,674,170	68%	\$122,944	67%
Beverly Hills	10,410	800,972,340	17%	\$43,375	24%
Bingham Farms	1,152	205,360,240	5%	\$4,639	3%
Franklin	3,255	443,872,130	10%	\$10,000	6%

*www.worldpopulationreview.com or U.S. Census, if available.

**2019 Oakland County Equalization Report

COPY

A governmental unit may terminate its participation in this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

ARTICLE V – MISCELLANEOUS

This Agreement may be amended in whole or in any part by written agreement of all of the parties at any time. Each governmental unit and NEXT is obligated to fully comply with all applicable local, state, and federal laws, regulations, grant conditions and contract provisions. This Agreement shall be in full force and effect on the date the Agreement is signed by all parties. This Agreement shall remain in effect and continue indefinitely unless terminated in writing by each governmental unit.

VILLAGE OF BEVERLY HILLS

By: _____

Its: _____

VILLAGE OF BINGHAM FARMS

By:  _____

Its: President _____

CITY OF BIRMINGHAM

By: _____

Its: _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

A governmental unit may terminate its participation in this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

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VILLAGE OF BEVERLY HILLS

By: Chris Pahl

Its: Village Manager

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

A governmental unit may terminate its participation in this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

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VILLAGE OF BEVERLY HILLS

By: _____

Its: _____

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

VILLAGE OF FRANKLIN

By: William Lammott

Its: _____

A governmental unit may terminate its participation in this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

ARTICLE V – MISCELLANEOUS

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VILLAGE OF BEVERLY HILLS

By: _____

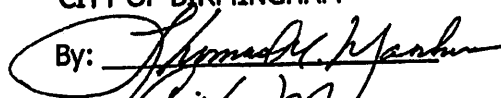
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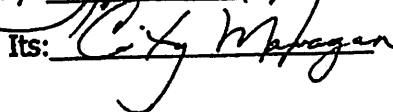
VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

CITY OF BIRMINGHAM

By:  _____

Its:  _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

400 E. Lincoln Revised Timeline – January 2025

PHASE 3: FINAL SITE PLAN & DESIGN REVIEW, PREPARATION OF CONSTRUCTION PLANS		
1/13/25	City Commission	Review bond language (May 2025 vote) Review Construction Manager (CM) RFP for release
1/13/25- 1/24/25	Neumann Smith	Synthesize program and survey results
1/15/25	City staff	Post RFP for CM (due 2/6)
1/17/25	Neumann Smith	Community survey due
1/22/25	SCC	Name discussion Review community survey results
1/27/25	City Commission	Discuss building name, YMCA & Next agreements
1/31/25	Neumann Smith	Program for review to SCC & CC
2/3/25- 2/14/25	Neumann Smith	Site and building design
2/5/25	SCC	Review program Survey results update
2/6/25		CM proposals due
2/10/25	City Commission	Visioning Workshop Review program at regular meeting
2/17/25- 2/28/25	Neumann Smith	Site and building design refinement
2/19/25	SCC	Review and recommend CM firm to City Commission
2/24/25	City Commission	Recommend and/or interview CM firms at CC meeting Award CM contract Bond language discussion
2/26/25	SCC	Kickoff CM firm for Schematic Design (SD) budget Review test fit
3/5/25	SCC	SD review SD progress
3/10/25	City Commission	Presentation of SD progress for CC review Bond language discussion
3/26/25	SCC	Final SD review
4/7/25	City Commission	Schematic design presented to CC for review and comment
4/23/25	SCC	Review SD budget
5/5/25	City Commission	SD and budget estimate presented to CC for review and comment Final meeting to approve ballot language for August bond vote
5/13/25		Ballot language due to Oakland County
5/20-8/4/25		Public education about bond proposal
6/20/25		Absentee ballots sent to voters
8/5/25		Bond vote

8/6/25	SCC	Review CC comments with AE and CM, start Design Development (DD)
8/11/25	City Commission	Review DD schedule and effort
8/13/25	SCC	Continue DD review
9/17/25	SCC	Continue DD review
10/1/25	SCC	DD submit for review, CM prepare budget update
10/6/25	City Commission	Review DD package
10/22/25	SCC	Review DD budget
10/27/25	City Commission	Present DD and budget to City Commission
10/29/25	SCC	Review comments from CC with AE; kickoff CD phase
11/19/25	SCC	Continue CD review Review proposed bid package from CM
12/17/25	SCC	Final review Construction Documents for bidding
1/12/26	City Commission	Final review of CD and budget for release of bidding
1/13/26	Neumann Smith	AE issues documents for bidding
PHASE 4: CONSTRUCTION & CONSTRUCTION MANAGEMENT		
2/18/26	SCC	CM submits GMP from bidding for review Recommendation to City Commission
2/23/26	City Commission	Present GMP to CC for approval and award
FEB 24, 2026- FEB 2027		12-15 months of construction
5/31/27		Building turnover

Next/YMCA Potential Financial Models

Manager's Office

Presented by: Jana Ecker

Date:



Current Next Financial Model

Current Next Financial Model				
Municipality	Next Members	Contribution	Fee	Total
Interlocal Partners*				
Birmingham	882	\$ 125,000.00	\$55.00	\$ 173,510.00
Beverly Hills	545	\$ 50,000.00	\$55.00	\$ 79,975.00
Bingham Farms	84	\$ 5,000.00	\$55.00	\$ 9,620.00
Franklin	62	\$ 10,000.00	\$55.00	\$ 13,410.00
		\$ 190,000.00		\$ 276,515.00
Non-Interlocal Participants				
Bloomfield Twp.	209	\$ -	\$80.00	\$ 16,720.00
Bloomfield Hills	122	\$ -	\$80.00	\$ 9,760.00
All Others	396	\$ -	\$80.00	\$ 31,680.00
				\$ 58,160.00
*Married couples pay \$70/couple			TOTAL:	\$ 334,675.00



Debt Service Millage

Debt Service Millage Chart		
	20-Year	30-Year
Principal	\$ 32,000,000.00	\$ 32,000,000.00
Rate	3.85%	3.85%
Years	20	30
Annual Payment	\$ 2,323,447.48	\$ 1,817,008.02
Current Taxable Value	\$ 3,459,917,340.00	\$ 3,459,917,340.00
Number of Mills	0.6715	0.5252
Average Resident Taxable Value	\$ 315,250.00	\$ 315,250.00
Average Bond Cost per Birmingham Taxpayer	\$ 211.70	\$ 165.56

Birmingham Taxpayer Breakdown

Birmingham Taxpayers Breakdown Next

Annual Cost of Millage (Average Taxpayer)	\$ 211.70
Next Represents	48%
Tax Amount Attributable to Next	\$ 101.62

Birmingham Taxpayers Breakdown YMCA

Annual Cost of Millage (Average Taxpayer)	\$ 211.70
YMCA Represents	52%
Tax Amount Attributable to YMCA	\$ 110.08

Proposed Next Financial Model

Proposed Next Financial Model				
Municipality	Next Members	Contribution	Fee	Total
Interlocal Partners				
Birmingham	882	\$ -	\$ 0-55	\$ -
Beverly Hills	545	\$ 148,750.00	\$ 55.00	\$ 178,725.00
Bingham Farms	84	\$ 20,000.00	\$ 55.00	\$ 24,620.00
Franklin	62	\$ 21,250.00	\$ 55.00	\$ 24,660.00
		\$ 190,000.00		\$ 228,005.00
Non-Interlocal Participants				
Bloomfield Twp.	209	\$ -	\$160.00	\$ 33,440.00
Bloomfield Hills	122	\$ -	\$160.00	\$ 19,520.00
All Others	396	\$ -	\$160.00	\$ 63,360.00
				\$ 116,320.00
			TOTAL:	\$ 344,325.00

Current YMCA Financial Model

Current YMCA Financial Model		
Categories	Per Month	Per Year
Young Adult/Student (Up to age 26)	\$ 44.00	\$ 528.00
Adult (Age 27+)	\$ 54.00	\$ 648.00
Adult + 1 (2-family members, same household)	\$ 83.00	\$ 996.00
Family (2-family members and dependents under 26)	\$ 92.00	\$ 1,104.00

Proposed YMCA Financial Model

Proposed YMCA Financial Model					
Categories	Per Month	Per Year	25% Resident Discount Monthly	25% Resident Discount Annually	Annual Total Difference
Young Adult/Student (Up to age 26)	\$ 44.00	\$ 528.00	\$ 33.00	\$ 396.00	\$ 132.00
Adult (Age 27+)	\$ 54.00	\$ 648.00	\$ 40.50	\$ 486.00	\$ 162.00
Adult + 1 (2-family members, same household)	\$ 83.00	\$ 996.00	\$ 62.25	\$ 747.00	\$ 249.00
Family (2-family members and dependents under 26)	\$ 92.00	\$1,104.00	\$ 69.00	\$ 828.00	\$ 276.00

Debt Service Millage

Debt Service Millage Chart		
	20-Year	30-Year
Principal	\$ 32,000,000.00	\$ 32,000,000.00
Rate	3.85%	3.85%
Years	20	30
Annual Payment	\$ 2,323,447.48	\$ 1,817,008.02
Current Taxable Value	\$ 3,459,917,340.00	\$ 3,459,917,340.00
Number of Mills	0.6715	0.5252
Average Resident Taxable Value	\$ 315,250.00	\$ 315,250.00
Average Bond Cost per Birmingham Taxpayer	\$ 211.70	\$ 165.56

Birmingham Taxpayer Breakdown

Birmingham Taxpayers Breakdown Next

Annual Cost of Millage (Average Taxpayer)	\$ 211.70
Next Represents	48%
Tax Amount Attributable to Next	\$ 101.62

Birmingham Taxpayers Breakdown YMCA

Annual Cost of Millage (Average Taxpayer)	\$ 211.70
YMCA Represents	52%
Tax Amount Attributable to YMCA	\$ 110.08

Next Key Points

- All three interlocal partner management representatives expressed interest in increasing their financial support of Next.
- All three interlocal partner management representatives expressed interest in bringing a resolution to their respective Boards in support of the City's efforts to build a new home for Next.
- Amend interlocal agreement with updated financial contributions
- All interlocal partner management representatives understood the need for either increased municipal contributions or increased membership fees.
- Next and its Board have final say on membership rates (proposed financial model achieves desired financial support).
- In terms of equity, the proposed financial model makes all non-resident users of Next commensurate with the amount of taxes being paid by the average taxpayer in Birmingham.



YMCA Key Points:

- YMCA will pay for all operating expenses for the building and property (see contract for definition/description).
- Free use of the pool and gymnasium twice a week in two, two hour blocks of time for all Birmingham residents. Supervised by the YMCA. No YMCA membership required.
- YMCA to act as “gatekeeper” of the building during normal business hours.
- Capital reserve fund established for the maintenance, repairs and upgrades to the swimming pool (\$25,000 annually).
- The City will have use of the gymnasium after YMCA regular hours.
- In terms of equity, all Birmingham residents will be granted a 25% membership reduction from the standard YMCA fee Schedule. In all yearly memberships, the 25% reduction is worth more than the amount of taxes being paid by the average taxpayer in Birmingham.



COB Landlord Operating Expenses Model

Model 1 - Total Building 49,000 SF											
BUILDING											
		Year 1		Year 2		Year 3		Year 4		Year 5	
Square Footage		43,700		Total							
Recoverables (Reimbursable Expenses)											
Common Area Maintenance	\$ 3.00	43,700	\$ 131,100	\$ 135,033	\$ 139,084	\$ 143,257	\$ 147,554				
Utilities (Gas, Water, Electric)	\$ 3.50	43,700	\$ 152,950	\$ 157,539	\$ 162,265	\$ 167,133	\$ 172,147				
Insurance	\$ 0.50	43,700	\$ 21,850	\$ 22,506	\$ 23,181	\$ 23,876	\$ 24,592				
Real Estate Taxes	\$ -	43,700	\$ -	\$ -	\$ -	\$ -	\$ -				
Facility Management	\$ 2.50	43,700	\$ 109,250	\$ 112,528	\$ 115,903	\$ 119,380	\$ 122,962				
Total Recoverables	\$ 9.50		\$ 415,150	\$ 427,605	\$ 440,433	\$ 453,646	\$ 467,255				
POOL-YMCA											
		Year 1		Year 2		Year 3		Year 4		Year 5	
Square Footage		5,300		Total							
Recoverables (Reimbursable Expenses)											
Common Area Maintenance	\$ 2.00	5,300	\$ 10,600	\$ 10,918	\$ 11,246	\$ 11,583	\$ 11,930				
Utilities (Gas, Water, Electric)	\$ 7.00	5,300	\$ 37,100	\$ 38,213	\$ 39,359	\$ 40,540	\$ 41,756				
Insurance	\$ 0.75	5,300	\$ 3,975	\$ 4,094	\$ 4,217	\$ 4,344	\$ 4,474				
Real Estate Taxes	\$ -	5,300	\$ -	\$ -	\$ -	\$ -	\$ -				
Facility Management	\$ 2.00	5,300	\$ 10,600	\$ 10,918	\$ 11,246	\$ 11,583	\$ 11,930				
Capital Reserve		25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000				
Total Recoverables	\$ 11.75		\$ 87,275	\$ 89,143	\$ 91,068	\$ 93,050	\$ 95,091				
Total		49,000	\$ 502,425								

COB Landlord Operating Expenses Model

Model 2 - Total Building 44,500 SF								
BUILDING				Year 2	Year 3	Year 4	Year 5	
Square Footage		39,200	Total					
Recoverables (Reimbursable Expenses)								
Common Area Maintenance	\$ 3.00	39,200	\$ 117,600	\$ 121,128	\$ 124,762	\$ 128,505	\$ 132,360	
Utilities (Gas, Water, Electric)	\$ 3.50	39,200	\$ 137,200	\$ 141,316	\$ 145,555	\$ 149,922	\$ 154,420	
Insurance	\$ 0.50	39,200	\$ 19,600	\$ 20,188	\$ 20,794	\$ 21,417	\$ 22,060	
Real Estate Taxes	\$ -	39,200	\$ -	\$ -	\$ -	\$ -	\$ -	
Facility Management	\$ 2.50	39,200	\$ 98,000	\$ 100,940	\$ 103,968	\$ 107,087	\$ 110,300	
Total Recoverables	\$ 9.50		\$ 372,400	\$ 383,572	\$ 395,079	\$ 406,932	\$ 419,139	

POOL-YMCA								
POOL-YMCA				Year 2	Year 3	Year 4	Year 5	
Square Footage		5,300	Total					
Recoverables (Reimbursable Expenses)								
Common Area Maintenance	\$ 2.00	5,300	\$ 10,600	\$ 10,918	\$ 11,246	\$ 11,583	\$ 11,930	
Utilities (Gas, Water, Electric)	\$ 7.00	5,300	\$ 37,100	\$ 38,213	\$ 39,359	\$ 40,540	\$ 41,756	
Insurance	\$ 0.75	5,300	\$ 3,975	\$ 4,094	\$ 4,217	\$ 4,344	\$ 4,474	
Real Estate Taxes	\$ -	5,300	\$ -	\$ -	\$ -	\$ -	\$ -	
Facility Management	\$ 2.00	5,300	\$ 10,600	\$ 10,918	\$ 11,246	\$ 11,583	\$ 11,930	
Capital Reserve		25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	
Total Recoverables	\$ 11.75		\$ 87,275	\$ 89,143	\$ 91,068	\$ 93,050	\$ 95,091	
Total		44,500	\$ 459,675					



MEMORANDUM

Police Department

DATE: January 13, 2025

TO: Jana L. Ecker, City Manager

FROM: Scott A. Grewe, Chief of Police

SUBJECT: Review of ADA Curb Ramp Project – Completion Report

On October 15, 2019, a complaint was filed in Federal Court against the City of Birmingham. The complaint stated that pedestrian curb ramps throughout the Central Business District (CBD) were not compliant with current American with Disabilities Act (ADA) standards. ADA standards have changed over time and ramps that were installed years ago, that were compliant at the time, did not meet current ADA compliance standards. On May 26, 2020, the City entered into a five-year Consent Decree to bring all curb ramps within the CBD up to current standards.

Since the Consent Decree was completed, the City began the five-year project to correct areas that are non-compliant with the American Disabilities Act (ADA) regarding parking spaces and curb ramps within the Central Business District (CBD). Below is a project update as we've completed our fifth and final year of this project under the Consent Decree bringing all curb ramps into ADA compliance within the CBD.

During the first year of the project (2020), a significant amount of work was completed. Of the 165 ADA parking spaces in the CBD, 51 on street and 37 structure ADA spaces received compliance updates. In addition to the reconstruction of Maple Rd., the area south of Maple, north of Brown, east of Southfield and west of Pierce was targeted and all curb ramps out of compliance received updates.

In 2021, multiple ramps were identified for repair that were outside of the planned construction project that would take place in 2022 along S. Old Woodward from Brown St. to Landon St. Fourteen (14) ramps outside of this area were selected and repaired in 2021. Ramps at these locations that were non-compliant are now up to date with current MDOT standards. In addition to the ramps replaced above, twenty one (21) ramps were added at existing ADA parking spaces where no previous ramp existed. Also, five (5) ADA parking

locations received improvements by installing a concrete pad in an area where no previous level landing pad existed.

In 2022, the City began the reconstruction of S. Old Woodward from Brown to Landon. This area covered the vast majority of remaining non-compliant curb ramps that required correction as part of this project. During the reconstruction of S. Old Woodward from Brown to Landon Street, twenty-eight (28) existing ramps were removed and new ramps installed as detailed in the construction plans complying with MDOT standards. In addition to all the ramps within the 2022 construction project, the Police Department, along with the Engineering Department, identified the remaining crosswalk curb ramps that are non-compliant. Of these remaining locations, nine (9) ramps were identified for repair. Ramps at these locations that were non-compliant are now up to date with current MDOT standards. Additionally, eight (8) ramps were added at existing ADA parking spaces where there were no previous ramps.

In 2023, eighteen (18) locations in need of updating were repaired/replaced to bring them up to the current ADA requirements. Most of these locations were identified due to slopes greater than what is permitted both on level landing pads and ramp areas. This work also included adding ADA complaint detectable warning surfaces at curb ramp locations, otherwise compliant, where no previous warning surfaces were installed.

In 2024, twenty-two (22) curb ramps were replaced that were either part of our 2024 Sidewalk Repair Program, or as part of a larger project, such as the repaving of Willits between Old Woodward and Woodward. The completion of these ramps in 2024 brings all ADA ramps within the Central Business District up to current standards.

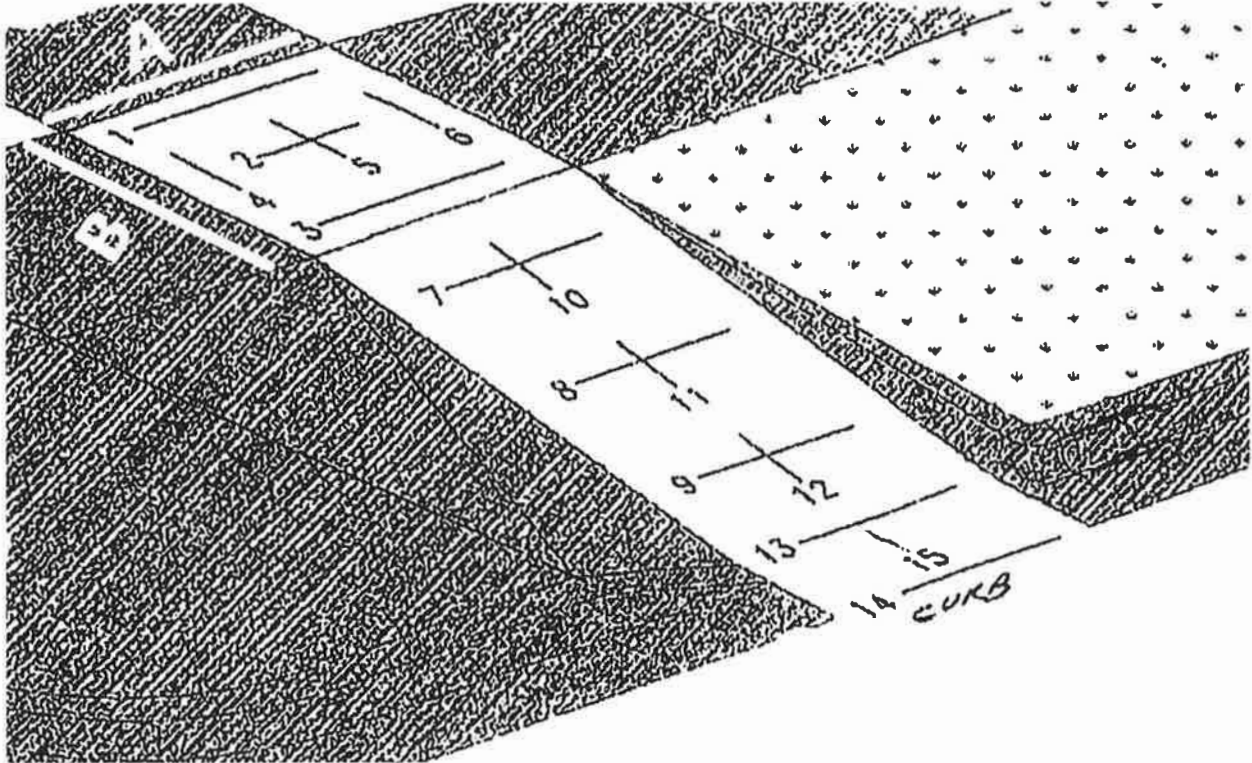
Attachments

1. ADA Ramp Measurement Standard – Measurement Worksheet
2. ADA Ramp Measurements – Updated with current measurements
3. ADA Space Relocations Worksheet
4. ADA Parking Location Overall Improvements List

Project Summary

Since entering into the Consent Decree, all 165 ADA spaces were reviewed and 88 locations received compliance updates. These updates included moving locations, adding level landing pads, lowering meter heights, removing physical barriers, relocating meters and adding curb ramps. All curb ramps in the Central Business District (306) were measured based on current ADA standards. Those found to be out of compliance were reconstructed over the five-year period of the Consent Decree. With the completion of the 2024 construction season, I am pleased to report that all required improvements have been completed.

ADA Ramp Measurement Standard



Location:	GRADE %	
	1	
Inspector:	2	
	3	
Date:	4	
	5	
Domes: Y or N	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	14	
	15	

Dimensions of Level Landing	
A	
B	

ADA Ramp Measurements

X-Street	Corner	Direction	Dome	A	B	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Bates																				
Townsend	SE	W	Y	4'8"	4'10"	0.6	0.4	0.1	0	0.1	0.2	0	0.2		3.9	4.2			0	3.6
	SE	N	Y	4'10"	4'8"	0.2	0	0	0.5	0.3	0.1	0.6	1.8		3.9	4.2			0.6	2.9
	SW	E	Y	4'8"	4'10"	0.2	1.6	2	0.3	0.8	0.5	1.6			2.3				0.6	1.8
	SW	N	Y	4'10"	4'8"	0.3	0.7	0.7	1.9	1.8	1.1	0.9	0.5		2.7	2.5			0.1	1.8
	NW	S	Y	6'	5'3"	0.1	0.3	0.4	0.5	1.1	1.5	0.5	0.7	0.4	2.1	1.5	2.8		0.5	2.3
	NW	E	Y	5'3"	6'	0.7	1.2	1.5	0.4	0.1	0	1.5	2		1.9	3.8			1.4	2.2
	NE	W	Y	5'1"	5'2"	0.7	1.7	2	1.3	1.2	0.9	1.8	1.8		0.8	1.4			1.8	0.6
	NE	S	Y	5'2"	5'1"	1.6	2	1.4	1.4	0.9	1.8	1.2	1.1		3.6	4.3			1.1	1
S. of Merrill	W	E	Y	5'1"	5'	1	1	0.7	1	1.6	1.8	0	0.8		6.8	7.8			0.2	3
Merrill	SE	W	Y	6'	6'3"	1.6	0.8	1	2	1.9	1.7	0	0.4		1.8	3.1			1.2	2.4
	SE	N	Y	6'3"	6'	1.6	1.9	2	0.8	0.4	0.4	2	0.4	1.8	0.7	0.3	0.7		0.7	2.4
	NE	S	Y	6'	5'	0.9	0.9	0.8	0.8	0.8	1.1	1	0.8	1.2	1.6	0.7	2.1	1.7	1.8	0.6
	NE	W	Y	5'	6'	1.1	2	1.6	1	0.9	1.5	1.3	0.8		0.6	0.5			0	1.3
	NW	E	Y	5'	5'9"	1	0.8	0.6	0.9	1.2	1.2	0.9	0.6		1.5	1			0.8	1.2
	NW	S	Y	5'9"	5'	1.4	1.2	0.7	0.6	0.9	0.2	0.7	0.3		1.1	1.1			0.2	0.7
	SW	N	Y	5'	5'1"	1.6	1.7	1.8	0.7	0.9	0.8	0.8	0.1		1.7	2.4			0.9	0.6
	SW	E	Y	5'1"	5'	0.8	0.8	0.8	1.6	1.3	1.3	0	0.6		3.9	5.1			1.5	2.8
Martin	SE	W	Y	10'	6'6"	0.2	0.4	0.2	0.8	1.5	0.8	0.4	0.3		1.6	2.8			1	1.4
	SE	N	Y	6'6"	10'	0.8	1.5	0.8	0.2	0.4	0.2	0.1	0.2	0.1	0.9	1.7	1.4		0.9	0.5
	NE	S	Y	5'4"	5'9"	0.2	1.1	0.3	1.1	1.4	1.1	0.4	0.9	1.2	0.3	0.7	1.8	0.6	0.2	0.7
	NE	W	Y	5'9"	5'4"	1.1	1.4	1.1	0.3	1.1	0.2	0.7	0.3		3.2	2.4			0.8	3.1
	NW	E	Y	5'	5'	1.1	1.2	1.1	0.8	0.2	0.1	1.2	0.1		2.8	3.3			0.3	2.2
	NW	S	Y	5'	5'	0.1	0.2	0.8	1.1	1.2	1.1	0.1	0.9	0.2	0.6	1.3	1.2	0.2	0.9	0.6
	SW	N	Y	5'	5'	0.8	0.8	0.8	1.6	1.3	1.3	0	0.6		3.9	5.1	0	0	1.5	2.8
	SW	E	Y	5'	5'	0.4	0.3	0.4	0.5	0.4	0.7	0.1	0	0.5	2.4	4.1	3.4	0.5	0.9	1
Willits	SW	N	Y	5'	5'	0.5	0.7	0.4	0.8	1.7	1.9	0.4			1.4	1			1.3	0.1
	SW	E	Y	5'	5'	1.9	1.7	1.8	0.5	0.7	0.4	1.4	0.8	0	1.4	1.6	0		1.4	0.3
	NW	S	Y	5'	5'	0.7	0.6	0.6	1	1.6	1.2	0.7			1	2.7	0	0	0.3	0.1
	NW	E	Y	5'	5'	0.7	1.1	0.6	0.3	0	0.4	0.9			0.1	0	0	0	0.2	0.6

	NE	W	Y	5'	5'	1.2	1.1	1.1	0.9	1	0.9	0.7	0.9	0	1	0.3	0	0	1.5	1.2
	SE	N	Y	5'	5'	0.5	0.6	1.2	1.3	1.5	1.7	0.6			4.2	3.6	5	0	1.2	1.5
	SE	W	Y	5'	5'	0.2	0.9	0.1	1.6	2	2	0.8			2	4	0	0	0.7	0.1
Bowers																				
Woodward	S	N	Y	5'	5'	0.5	0.5	0.2	0.4	0.2	0.4	0.2	0.1		0.7	0.5			0.5	2.5
	N	S	Y	5'	5'	0.5	0	0	0.6	0.8	0.5	0.2	0.2		0.8	0.4		0.5	0.3	1.7
Brown																				
Woodward	NW	S	Y	8'	8'	0.4	0.2	0.8	1.5	0.9	0.1	0.5	0.8	0.4	3	2.6	3		1.3	3.1
	NW	E	Y	8'	8'	0.4	0.4	1	0.6	0.1	0.2	1	0.3	0.6	1.8	1.6	2.3		1.4	0.8
	SW	N	Y	8'	8'	0.3	0.3	0.5	0.5	0.4	0.1	0.4	0.1		3.6	2.6			0.3	2.8
Peabody	SE	N	Y	5'	3'	1.1	0.6	0.8	0.2	0.8	0.5	0.6	0.1	0.3		4.7	3.9	0.2	0.2	3.3
	NE	S	Y	5'	5'	0.6	0.1	0.1	0.9	0.6	0	0.5	0.4	0	4.8	3.8	1.4		0.4	1.8
	NE	W	Y	5'	5'	0.3	0.4	0.4	0.5	0.3	0.6	0.1	1.1		4.2				0.6	3.9
	NW	E	Y	5'	5'	0.4	0.5	0.4	0.9	0.7	0.9	0.7		0	3.3				1	4.4
	NW	S	Y	5'	5'	1.2	1.4	1	1	0.5	0.3	0.4	0	0	4.3		4.8	0.9	1.1	1.5
	SW	N	Y	5'	5'	0.6	0.5	0	0.3	0.1	0.5	0.6	0.5	0	3.4	3.9		0.4	0.4	1.7
Structure	S	N	Y	5'	5'	0.3	0	0	0.4	0.3	0.1	0.8	0.8	1	2.4	2.4	2.6	0.8	0.9	2.2
Structure	N	S	Y	5'	5'	0.6	0.5	0.6	0.1	0.2	0.1	0.8			0.7			0.9	0.4	2.7
260 E. Brown	N	S	Y	5'	5'	0.1	0.2	0.1	1.1	1.3	0.8	0.8	0.5	0.4	4.8	4.1	4.3	0.7	0	2.6
260 E. Brown	S	N	Y	5'	5'	0.3	0.1	0.1	0.8	0.6	1.3	0.7	0	0.2	4.3	4.2		0.5	0.2	1.4
Purdy	SE	W	Y	4'	5'	1	1.1	0.1	1.5	1.9	2	0.5	0.1	0.2	0.8	0.8	2.8		0.8	1.6
	SW	E	Y	5'	5'	1.1	1	0.9	1.6	1.9	2	0.9	1.4	0.9	3.4	3.4	4.2		0.2	0.1
Pierce	NW	E	Y	5'	5'	1.5	1.4	1.7	1.4	1.3	1.5	1.4	2	0.4	5.5	6.2	6.5		0.1	0.2
	NW	S	Y	5'	5'	0.1	0.6	0.4	0.1	1.4	1.3	0.7	0.4	0.1	5.5	4.5	4.9		0.2	0.2
	NE	W	Y	5'	5'	1.7	1.6	1.8	1.4	1.5	0.6	1.8	1.7	1.9	3	1.9	2.2		2.5	1.4
	NE	S	Y	5'	5'	0.6	1	0.1	1.4	1.8	1.6	0.3	0.3	1.3	5.2	4.5	5.2		0.2	0.8
	SE	W	Y	5'	5'	0.4	0.4	0.5	0.4	0.2	1.4	1.5	0.7		1.8	4.8	0.7		1.8	0.8
	SE	N	Y	5'	5'	1.4	0.2	0.2	0.4	0.4	0.5	0.8	0.1	1.1	2.4	3.5	2.6		0.1	1.4
	SW	E	Y	5'	5'	0.5	0.5	0	0.6	0.7	0.6	0.1	1.2		1.5	3.1			0.4	0.1
	SW	N	Y	5'	5'	0.6	0.7	0.6	0.5	0.5	0	0.1	1.6		0.8	1.5			1.4	0.4
Henreitta	NW	E	Y	4'	4'	0.3	0.5	1	1	1.1	0.7	0.5	1.2		0.6				0.2	0.5
	NW	S	Y	4'	4'	0.7	1.1	1	0.3	0.5	1	0.4			3			0.3	0.3	0.2
	NE	W	Y	6'	6'	0.5	0.3	0.5	0	0.2	0.2	0.5	1.5	2	0.4	0.4	2.5	1.3	1.5	1.6

	NE	S	Y	6'	6'	0.9	0.8	0.3	0.9	0.8	0.3	1.1	1.9		4.8	4.9		1.3	0.3	1.7
	SE	W	Y	4'	4'	1.5	1.7	2	1	1.2	0.1	0.5	0.2		0.8	0.8		1.1	0.2	2.2
	SE	N	Y	4'	4'	0.1	1.2	1	1.5	1.7	2	0.3	0.6		0.9	0.8		0.8	0.4	0.8
	SW	E	Y	4'	4'	0.1	0.1	0.4	0.5	0.6	0.5	0.8	0		0.2	2			1.1	0
	SW	N	Y	4'	4'	0.5	0.6	0.5	0.4	0.1	0.1	0.1	0.4		1.1	3.4		0.2	1.2	0.8
Bates	NW	E	Y	4'	4'	0.5	0.6	0.6	0.4	0.5	0.2	0.4	1.2		0.3	3.1			1.8	0
	NW	S	Y	4'	4'	0.4	0.5	0.2	0.5	0.6	0.6	0.7	0.6		2.2	4			0.3	0.9
	NE	W	Y	4'	4'	0.5	0.7	0.7	0.7	0.7	1.2	0.6	0.7		2.2	1.5			1.2	1
	NE	S	Y	5'	5'	0.7	0.7	1.2	0.7	0.7	0.5	1.5	1.1		4	3.2			1.3	1
	SE	W	Y	4'	4'	0.6	0.3	0.6	0.4	0.3	0.3	0.5	0.2	0.6	0.8	0.3	0.9		0.2	1.6
	SE	N	Y	4'	4'	0.3	0.3	0.4	0.6	0.3	0.4	0.2	0	0.8	1	0.2	1.4		0.5	1.1
	SW	E	Y	4'	4'	0.9	0.7	0.8	1.8	1.5	0.4	1.4	0.7	1.4	2.2	0.9			1.2	0.1
	SW	N	Y	4'	4'	1.8	1.5	0.4	0.8	0.7	0.9	0.6	0.7	0.5	1.4	1.6			0.8	2
Chester	NW	E	Y	5'	5'	0.9	0.8	0.1	1	0.8	1	0	0	0					0.9	1
	NW	S	Y	5'	5'	0.8	0.5	0.3	1	1	1	0	0	0					1	0.2
	NE	W	Y	5'	5'	0.9	0.3	0.6	0.4	1.6	0.9	1.6	0.9	1.6	1.8	0.5	2.2		0.5	2
	NE	S	Y	5'	5'	0.4	1.6	0.9	0.9	0.3	0.6	0.1	0.9	1.7	3.9	1.2	3		2.5	1.1
	SE	W	Y	4'	4'	1	0.3	0.2	0.7	1.1	1.8			0.4			1		0.5	0.7
	SE	N	Y	4'	4'	0.7	1.1	1.8	1	0.3	0.2			0.3			0.5		0.1	0.8
	SW	E	Y	4'	4'	1	1.6	1	0.3	1.1	0.1			0.5			0.3		0.7	1.5
	SW	N	Y	4'	4'	0.3	1.1	1	1	1.6	1			0.3			1.4		1	0.3
Chester																				
Townsend	NW	E	Y	5'	5'	0.4	0.2	0.4	0.4	0.8	0.7	0.2	0.2		0.4	0			0.2	0.2
	NW	S	Y	5'	5'	0.7	0.8	0.4	0.4	0.2	0.4	1.5	0.3		0.5	1.4			1.6	1.4
	SW	N	Y	5'	5'	0.9	0.6	0.4	0.4	0.2	0.1	0.1	1.3		0.2	0.5			0.5	1.2
	SW	E	Y	5'	5'	0.1	0.2	0.4	0.9	0.6	0.4	0.1	1.1		0.8	0.5			0	0.7
	NE	W	Y	5'	5'	0.6	0.6	0.4	1	0.6	1	0.8	1.1		1.6	0.4			0.4	0.3
	NE	S	Y	5'	5'	1	0.6	1	0.4	0.6	0.6	0.8	1.6		1.1	0.6			1.1	0.4
	SE	N	Y	5'	5'	0.1	0.7	1.1	0.3	1.2	0.9	1.2	1		0.4	0.5			1.8	0.3
	SE	W	Y	5'	5'	0.3	1.2	0.9	1.1	0.7	0.1	1.2	0.7		1.8	0.6			0.8	0.1
Merrill	NW	S	Y	5'	5'	0.9	0.5	0.8	0.9	1.1	0.9	0.8			1.2				0.5	1.3
	NW	E	Y	5'	5'	0.9	1.1	0.9	0.8	0.5	0.9	1.9			1				1	1.8
	SW	N	Y	5'	5'	0.3	0.4	0.6	1.4	1.4	1.4	0.6	0.1	0.8	4.2	1	0.8	0.9	0.8	0.4

	SW	E	Y	5'	5'	1.4	0	0.4	0.6	0.3	0.5	0.4	0.2	0.2	3.8	3.1	1.3	0.4	0.5	0.7
	NE	S	Y	5'	5'	1	0.3	0.1	0	0.3	0.6	0.8			1				0.3	1.3
	NE	W	Y	5'	5'	0.6	0.3	0.1	1	0.3	0	0.8			0.1				1.4	1.1
	SE	N	Y	5'	5'	0.9	0.9	0.7	1.2	0.4	1.2	1.1	0	0.7	3.8	1.2	0.9	1	0.9	0.4
	SE	W	Y	5'	5'	2	2	1.3	0.1	0.2	0.2	1.9	1.2	0.5	0.4	2.5	1	0.8	0.3	0.5
Martin	NE	S	Y	5'	5'	1.5	0.8	0	0.2	0.2	0.1	0.3	1	1.4	2.1	2.5	3.4		1.2	2.5
	NE	W	Y	5'	5'	0.1	0.2	0.2	0	0.8	1.5	0.2	0.1		2.4	2			0.7	1.6
	NW	E	Y	5'1"	5'	1.8	1.5	1.5	1.2	0.7	0.9	1.7	1.3	1.7	2.1	1.7	3.5		0	1.6
	NW	S	Y	5'	5'1"	0.9	0.7	1.2	1.5	1.5	1.8	0.6	0.9		1	1.4			1.2	1.6
	SW	N	Y	5'	5'10"	1.4	0.9	0.7	0.7	0.5	0.6	1.3			2.4				0.7	0.9
	SW	E	Y	5'10"	5'	0.5	0.2	0	1.6	1.6	1.2	0.6	0.4		3.9	3.4			0.6	3.5
	SE	N	Y	5'	5'	0.9	0.9	1.1	0	0.3	0.5	1	0.6	1.1	1.8	1.8	1.7		0.5	1.3
	SE	W	Y	5'	5'	0.5	0.3	0	1.1	0.9	0.9	0	0.3	0.8	2.7	2.2	2.3		0.5	2
Willits	SW	N	Y	5'	5'	0	0.1	0	0.8	0.7	0.6	0.1	0.3		3.9	3			0.2	1
XWALK	NW	S	Y	5'	4'	0	0.3	0.1	0.6	0.7	0.8	0	0.2	0	3.8	4.4	0	0	1	0

Daines

Purdy	S	N	Y	5'	4.5'	1.2	1.4	1.4	0.7	0.7	0.6	1.1	1.2		0.6	1.2			0.7	3.3
	N	S	Y	5'	3'	0.3	0	0.1	0.3	0.2	0.1	0.7		0.7		2.6	2.6	0.5	1.5	0.3

Ferndale

N. of	E	W	Y	5'	5'	0	0.1	0	0.7	0.7	0.7	0.4	0.8		5.3	4.5			0.3	2
Hamilton	W	E	Y	5'	5'	0.8	0.9	1	0.6	0.6	0.9	1.2	1.1		3.9	3.8			0.9	3

Hamilton

Woodward	S	N	Y	5'	5'	1.6	1.9	1.2	1.2	1.6	1.7	1.4	0.8	0.6	3.9	2.5	3.1	0.6	0.3	1.5
	N	S	Y	5'	5'	0.6	0.4	0.7	0.6	0.6	1.1	0.1	0.6	0.4	4.5	3.1	4.2	0.5	0	0.8
Park	NW	S	Y	5'	5'	0.9	1.3	1.3	0.1	0	0.2	1.6	0.4	0.4	3.2	4.2	2.5	0.1	0.4	0.2
	NW	E	Y	5'	5'	0	0.2	0	1.1	0.8	1.1	0.1	0.8	0.4	2.7	4.1	2.8	0.4	0.1	0.9
	NE	W	Y	5'	5'	0.7	1.3	1.4	0.6	1	0.4	1.1			2		1.7	0.5	0.1	1.2
	NE	S	Y	5'	5'	0	0.1	0.6	0.6	0.6	1.1	0.8	1.1	1.4	2.4	1.1	0.8	0.8	1.8	1.2
	SE	N	Y	5'	5'	0.1	0.7	0.9	0.5	1	0.6	0.2	0	0.6	3.9	3.8	1.9	1.2	0.8	1.3
	SE	W	Y	5'	5'	0.1	0.7	0.9	0.5	1	0.6	0.5	0.8	0.1	4.5	3.8	3.1	0.7	0.3	0.8
	SW	N	Y	5'	5'	2	1.6	0.7	0.2	0.6	1	0.4	0.5	0.2	0.6	0.6	2	0.5	0.6	0.2
	SW	E	Y	5'	5'	1.2	0.9	1.5	0.4	0.8	0.8	1.4	1.6		1.3	2.3		1.1	1.4	0.9
Ferndale	NW	E	Y	5'	5'	1.4	0.1	0.1	1.3	1.9	1.8	0.6			2				1.2	4.1

										Hazel										
Woodward	NW	S	Y	5'	5'	0.1	0.2	0.5	0.2	0.4	0.4	0.5				0.7			0.2	3.9
	SW	N	CONSTRUCTION																	
										Henrietta										
Townsend	NE	W	Y	5'4"	5'	1	0.8	0.9	1.5	1.7	1.1	0.9	1.1			2.2	1.9		0.6	1.1
	NE	S	Y	5'	5'4"	2	1.7	1.1	0.9	0.9	1	1.3				1.8			0.7	3.7
	SE	W	Y	6'10"	5'3"	1.3	0.9	0.4	0.7	1.4	0.6	0.4	1.1			2.4	3.9		0.2	2.1
	SE	N	Y	5'3"	6'10"	0.1	1.1	0.7	1.5	0.7	0.3	0.6	0.4			2.5	3.2		0.4	4.5
	SW	E	Y	4'1"	5'	1.4	1.5	1.2	1	0.6	0.8	1.5	1.4	0.8	1.9	2.4			0.6	2.4
	SW	N	Y	5'	4'1"	0.9	0.7	0.9	1.3	1.5	1.5	0.7	0.4	0.4	2.2	2.2			0.1	3
	NW	E	Y	5'	8'2"	0.7	0.5	0.5	0.3	0.2	0.5	0.3	0.5	0.8	4.4	2.9	0	0	0.5	0
	NW	S	Y	8'2"	5'	0.1	0.3	0.2	0.3	0.1	0.5	0.2	0.3	1.4	2.6	3	0	0	1.2	1.1
Merrill	NE	W	Y	7'5"	5'8"	0.1	0.4	0.1	1.2	1	1.5	0.1	0.1		1	2.1			0.2	2.5
	NE	S	Y	5'8"	7'5"	0.4	0.4	0.2	1	0.6	0.2	0.7	0.2		1.1	2.9			0.5	3.1
	SE	W	Y	5'8"	5'	0.5	0.4	0.2	0.8	0.8	0.8	1.1	0.8		1.8	2.5			0.1	2.8
	SE	N	Y	5'	5'8"	0.7	0.9	1	0.6	0.5	0.1	1.3	1		1.6	2.1			0.6	1
	SW	E	Y	5'	5'8"	0.8	0.1	1	0.9	1.4	1.9	0.8	0.3		1.8	1.3			0.1	3.1
	NW	E	Y	5'	5'10"	1	0.6	0.3	1.1	0.4	0	0.1	0.3		1.8	2.1			0.6	2.5
Martin	NE	W	Y	5'	5'	1.9	1.6	1.2	0.4	0.8	0.9	0.8	1.1	1.2	1.5	1.7	2	1.3	1	1.1
	NE	S	Y	5'	5'	0.9	0.8	0.4	1.2	1.6	1.9	0.6	0.5	0.3	0.3	1.1	0.3	0.1	0.6	0.7
	SE	N	Y	5'8"	5'	1.7	1.6	1.4	0.2	0.3	0.2	2	1.4	1.8	0.7	0.6	1.1	1.4	1.9	3.4
	SE	W	Y	5'	5'8"	0.5	0.4	0.2	0.8	0.8	0.8	1.1	0.8	0	1.8	2.5			0.1	2.8
	SW	N	Y	8'5"	8'4"	1.2	1	0.3	0.8	0.6	1.7	0.3	0.9	0.3	1.9	5.3	0	0	0.2	6.8
	SW	E	Y	8'4"	8'5"	0.2	0.4	0.3	1.4	1	0.3	0.2	0.8		2.7	2.2			0.5	2.2
	NW	S	Y	5'	6'5"	1.9	1.3	0.6	1.1	1.2	1.3	0.7	0.5	0.8	1.2	1.6	2.2	0.5	0.4	3.1
	NW	E	Y	6'5"	5'	1.1	1.2	1.3	0.6	1.4	1.7	0.6	0.3		1.9	4.3			0.5	2.5
										Martin										
Southfield	NE	S	Y	4'	5'	1.9	1.6	1.9	0.8	0.5	1.8	1.7	3.2		0.3	2.4			3.6	0.9
	SE	N	Y	4'9"	8'	1	0.9	0.9	0.3	0.1	0.1	1	1		1	0.5			2.6	1.3
	SE	W	Y	8'	4'9"	0.1	0.1	0.3	0.9	0.9	1	0.2			0.7				2	2.3
	SW	E	Y	5'3"	5'	1	0.5	0.1	0.9	0.8	0.6	0.1	0.1		2.7	0.4			0.3	1.2
SE corner Stru	NW	S	Y	5'	4'	0.2	0.3	0.2	3.1	2.9	3.1								0.8	2
CH entrance	N	W	Y	5'	5'	1.5	1.7	1	0.3	0.8	0.4	1.9	1		3.3	5.2			0.3	0.6

CH entrance	N	E	Y																
E. Maple																			

E MAPLE CW	N	S	Y	5	5	0.1	0.2	0.2	0.4	0.5	0.9	0	0.3	0.2	4.3	1.1	3.3	0.2	0	1.8
	S	N	Y	5	5	0.1	0.2	0.1	0.3	0.5	0.5	0.2	0.1	0.3	4	1.6	3.4	0.5	0.2	2.6
	SE	N	Y	5	5	0.2	0.2	0	0.1	0.2	0.3	0	0.8	1.2	0.3	2.1	0.9	0.3	0.4	0.1
Old WW	SE	W	Y	5	5	0.1	0.2	0.3	0.2	0.2	0	0.4	0.8	0.2	0.8	1.2	2.1	1.5	0.6	0.7
	SW	N	Y	5	5	0.1	0.2	0.3	0.9	0.6	0.6	0.7	1.1		3.1	4.2		0.2	0	0.8
	SW	E	Y	5	5	0.3	0.1	0.4	0.7	0.9	0.2	0.7	0.7	0.2	3.2	1.4	2.2	1	0.8	0.2
	NW	E	Y	5	5	2	1.1	1.2	0.7	1.3	2	0.7	1	0.9	0.9	2.7	3.2	0.8	0.1	0.8
	NW	S	Y	5	5	2	1.3	0.7	2	1.1	1.2	0.7	0.7	0.1	1.2	2.8	2.8	1.2	0.7	1.6
	NE	W	Y	5	5	0.2	0.1	0	1.6	1.4	1.2	0	0.6	0.6	2.2	3.4	3	0.5	0.7	2.3
Peabody	NE	S	Y	5	5	0.8	0.5	1	1	1	1	0.5	0.3	0.2	2.8	4.7	5	1	0.7	2.3
	SE	W	Y	5	5	0.8	0.7	0.6	0.4	0.6	0.4	1.5	1.7	0.7	1	1.4	1.4	0.2	0.8	1.4
	SW	E	Y	5	5	0.5	0.9	0.7	0.6	0.2	0.2	1	1.5	0.8	0.6	1.5	0.4	1.1	0.7	0.7
Park	SW	N	Y	5	5	0.6	0.2	0.2	0.7	0.9	0.5	0.1	0.3	0.2	0.8	1.3	1.2	0.6	0.9	0.9
	NW	S	Y	5	5	0.8	1	1.1	0.8	0.6	1	0.9	0.6	0.2	0.6	0.4	0.9	0.3	0	0.7
	NE	W	Y	5	5	1	0.9	0.7	0.6	0.7	1	0.8	0.4		0.9	2.4		0.6	0.1	0.3
Woodward	NW	E	Y	5	5	0.8	0.6	1	1.1	1	0.8	1.1	0.8	0.2	0.3	0.1	0.2	0.1	0.3	0.5
	NW	E	Y	5	5	0.3	0.6	0.6	0.7	0.8	1	0.4	0.1	0.8	1	1.7	1.6	0.7	0.2	2.3
	NW	S	Y	5	5	1	0.8	0.7	0.3	0.6	0.6	0.5	0.6	0.6	0.8	4.7	4.2	0.7	0.6	1.4
	SW	E	Y	5	5	0.1	0.3	0.5	1.1	0.8	0.7	0.1	0.3	0.3	1.2	1.4	1.7	1	0.9	0.6
	SW	N	Y	5	5	1.1	0.8	0.7	0.5	0.3	0.1	0.8	1.3	0.4	0.3	1.3	1.4	0.8	0.7	0.2

W. Maple																				
Southfield	S	N	Y	5'	5'	1.1	0.9	0.4	0.4	0.2	0.3	0.4	0.6		0.5	0.5			0.4	0.2
	N	S	Y	5'	5'	1.1	1.2	1.1	0.8	0.5	0.8	1.3	1.5		5				1.1	4.3
	E	W	Y	5'	5'	0.8	0.8	0	0.9	1	0.9	0.6	0.6	0.3	4	3.5	3.3	1	1.1	1.8
	W	E	Y	5'	5'	0.5	0.7	0.8	0.6	0.6	0.6	1.1	1.1		1.2	0.2			0.6	0.7
	SW	E	Y	5'	5'	0.6	0.6	0.4	0.6	0.5	0.3	1.4	1.7	1.2	0	0.4	1.1	1.4	1.5	0.7
	SE	W	Y	5'	5'	0.3	1.2	0.5	0.5	0.7	0.4	0.3	0.5		4.4	4.5		1.1	2.2	
Chester	SW	N	Y	5'	5'	0.4	0.3	0	1	1.4	1.3	0.2	0.3	0.2	0.3	2.4	3.2	0.3	0.6	1.7
	SW	E	Y	5'	5'	1.5	0.2	0.4	0.8	1.1	0.4	0.5	0.3	0.1	0.2	2.7	2.4	0.4	0.1	2.2
	SE	W	Y	5'	5'	0.4	0.4	0.1	0.9	1.1	1.1	0.3	0.4	0.9	3.8	3.9	4.1	0.9	0.6	0.2

	SE	N	Y	5'	5'	0	0	0	0.6	0.6	0.4	0.5	0.3	0	1.9	4	3.1	0.5	0.4	0.4
	NW	S	Y	5'	5'	0.6	0.2	0.5	1	1	0.9	0.5	0.5	0.3	3.6	3.5	3.8	1	0.3	1.4
	NW	E	Y	5'	5'	1.7	1.9	1.8	1	1	0.3	1.4	1.2	0.8	3.1	4.1	3.9	0.4	0.8	1
	NE	W	Y	5'	5'	0.6	0.5	0.5	0.6	0.7	0.8	0.6	0.3	0.8	3.7	3.8	3.3	1	1.5	1.7
	NE	S	Y	5'	5'	0.6	0.7	0.8	0.5	0.5	0.6	0.8	1.3	0.9	2.6	1.8	0.9	0	0.7	0.2
Bates	SE	W	Y	5'	5'	0.8	0.8	0.8	1.1	1.2	1.2	0.7	0.5	0.9	1.1	0.9	3.1	0.1	0.4	0.4
	SE	N	Y	5'	5'	1.2	1.2	1.1	0.8	0.8	0.8	0.9	1		1.6	0.2	1	0.1	0.7	1.5
	SW	E	Y	5'	5'	0.5	0.5	0.8	0	0.6	0.9	0.7	2		1.2	3.6	3.3	0.6	1.1	0
	SW	N	Y	5'	5'	0	0.6	0.9	0.8	0.5	0.5	0.6	1.9	0.1	3.6	2.9	3.2	0.9	0.6	0.5
	NW	S																		
	NW	E	Y	5'	5'	0.8	0.8	0.7	0.3	0.1	0.3	0.5	0.4	1.3	0.1	2.6	2.4	0.1	0.6	1.6
	NE	W	Y	5'	5'	1.3	1.2	1.1	0.1	0.3	0.4	1.2	0.7	0.1	1.1	1.4	1.6	0.4	0.4	0.8
	NE	S	Y	5'	5'	0.1	0.3	0.4	1.1	1.2	1.3	0.3	0.4	0.7	0.2	0.5	0.2	0.8	0.6	1.7
Henrietta	SE	N	Y	5'	5'	0.2	0.6	0.4	0.6	0.6	0.8	1.8	1.4	0.9	2.7	1.9	2.2	0.7	0.6	1.4
	SE	W	Y	5'	5'	0.6	0.6	0.6	0.4	0.6	0.2	1.2	0.6	0.4	2.9	2.7	3	0.2	0.5	0.9
	SW	E	Y	5'	5'	1	1.5	1.6	0.6	0.8	1.3	2.2	1.7		2	1.6		0.7	0.9	0.7
	SW	N	Y	5'	5'	0.6	0.8	1.3	1.6	1.5	1	1.3	0	1.1	1.9	2.6	2.8	1.1	1.1	2.6
	NW	S	Y	5'	5'	0.5	0.7	0.3	0.8	0.7	1.2	0.5	0	0.5	3.7	3.8	3.4	0.3	0.3	0.2
	NE	S	Y	5'	5'	0.5	0.1	0.2	1.2	1.8	1.6	0.3	0.4	0.7	0.4	3.3	3	0.7	0.5	0.5
Pierce	SE	W	Y	5'	5'	1.1	0.4	0.2	0.2	0.4	1	0.4	0.9		1.8	2.6		0.6	0.5	1.7
	SW	E	Y	5'	5'	0.5	0.5	0.3	0.9	1.1	0.7	0.5	0.7	1.6	3.2	4.2	2.5	0.6	0.2	0
	SW	N	Y	5'	5'	0.9	1.1	0.7	0.3	0.5	0.5	0.8	1.7		3.5	2.5		1.2	0.8	0.1
	NW	S	Y	5'	5'	0.6	0.3	0.1	1.2	1.5	1.7	0.2	0.1		4.4	3.5		0.1	0	3.2
Merrill																				
Southfield	SE	N	Y	5'	4'2"	1.2	2	2	0.4	1.1	1.1	0.5	1.4		4.2	4			1.5	1
	NE	S	Y	5'	5'	0.6	0.5	0.7	0.1	0.4	0.5	0.2	0.6	0.4	4.3	3.6	2.1		0.8	2.4
N. Old Woodward																				
Oakland	NW	S	Y	5'	5'	1	0.7	1.5	1.1	1.7	1.4	1.7	1.9		3.9	3.7			0.8	0.3
	NW	E	Y	5'	5'	1.8	1.6	1.9	0.03	0.02	0.03	1.8	1.6	0.5	4	3.4	4.2		0.5	2.5
Euclid	SE	N	Y	5'	5'	0.1	0	0.6	0.7	1.2	0.6	0.1	0.6	0	2.4	3.1	0	0.7	0.5	0.7
	NE	S	Y	5'	5'	0.6	0.6	0.4	0.7	0.4	0.7	1.3	0	0	0.9	0.7	0	0	0.3	0.4
Ravine	SE	N	Y	5'	5'	1.5	1.4	1.8	1.5	1.7	1.9	1.9	1.6	1.3	4.6	5.3	3.5	1.8	1	1.9
	NE	S	Y	5'	5'	0	0.3	0.6	0.3	0.9	1.2	0.9	0.4	0.5	0.5	3.6	3.8	1.9	0.6	1.4

Harmon	NW	S	Y	5'	5'	1.5	1.1	0.8	0.4	0.2	0.1	1	1.2		5.7	6.2		0.6	1.3
	SW	N	Y	5'	5'	0.5	0.2	0	0.8	1	1.4	0.4	0.6		4.5	5.3		0.1	2.7
	E	W	Y	5'	5'	0.6	0.7	0.4	1.9	2	2	0.1	0.1	0.3	1.7	1.6	1.1	0.6	1.7
	W	E	Y	5'	5'	0	0.3	0.6	0.8	0.8	0.9	0.7	0.8	0.2	5.5	3.8	3.8	0.3	0.2
MEDIAN	E		Y	4'	4'	0.6	0.2	0.5	2	1.6	1.6	1.8			0.5			0.1	2.4
	W		Y	5'	5'	0	0.2	0.2	0.6	1.1	1.4	0.5	0.4		4.6	4.7		0.4	0.3
S. Old Woodward																			
N. of Merrill	E	W	Y	5'	5'	0	0.2	0.4	1	0.4	0.9	0.2	0.8	0.4	0.9	2.7	2.6	0.1	0.4
Merrill	W	E	Y	5'	5'	0.3	0.2	0.2	0.2	0.3	0.9	0	0.1	0.4	3.6	3.5	0.4	0.1	0.6
Brown	SW	N	Y																
	SW	E	Y																
	SE	W	Y																
	SE	N	Y	5'	5'	0.7	0.9	0.6	0.9	0.5	0.4	1.6			0.7			0.3	0.4
	NW	E	Y	5'	5'	0.7	0.7	0.7	1	1	0.8	0.6	0.5	0	2.8	3.2	3.8	0.3	0.2
	NW	S	Y	5'	5'	0.6	0.7	1.1	1.2	1.9	0.6	0.8	0.5		3.3	3		0.5	1.5
	NE	W	Y	5'	5'	0.7	0.3	0.1	0.2	0.1	0.2	0.4	0.4		2.6	2.7		0.4	0.4
	NE	S	Y	5'	5'	0.4	1.5	1.2	1.7	1.5	1.5	1.1	0.3		1.9	0.8		0.2	2.9
359SOWW	E	W	Y	5'	5'	1	1.2	1.3	1.7	1.7	2	0	0.2	0	4.3	3.9	3.2	0.4	0.2
359SOWW	W	E	Y																1.8
Daines	SW	N	Y																
	SW	E																	
	NW	S	Y																
	NW	E	Y																
444SOWW	W	E	Y	5'	5'	0.1	0	0.4	2	2	1.9	2	0.4	0.4	2.7	3.3	2.7	0.4	1.1
444SOWW	E	W	Y	5'	5'	0.9	0.9	0.6	1.4	1.4	1	1.3	1.3	1.3	1.8	2.4	2.7	1.5	0
Hazel	SE	W	Y	5'	5'	1.1	0.3	0.9	1.1	1.1	1.8	0.2	0.4	0.3	2.9	3.5	3.6	0.9	0.9
	SE	N	Y	5'	5'	1.1	0.9	0.6	0.6	0.5	0.4	0.6	0.8	1.4	1.5	1.4	2.1	0.7	1.5
	NE	S	Y	5'	5'	1.3	1.4	1.1	1.1	1.1	1.2	1	0.6	0.3	3.8	1.2	0.9	0.1	0.4
Frank	SW	N	Y	5'	5'	0.8	0.7	0.7	0.5	0.1	0.3	0.6	0	0.8	0.4	0.8	2.3	0.8	0.6
	NW	E	Y	5'	5'	1.1	0.8	1.1	1.7	1.5	1.4	0.5	0.7	0.8	3.5	4.1	2.7	2	0.2
	NW	S	Y	5'	5'	0.8	0.7	1.1	0.5	0.8	0.8	1.1	0.6	0.4	0.4	0.8	0.2	0.2	0.6
Bowers	NE	W	Y	5'	5'	0.9	1.12	1.6	0.2	0.3	0.9	0.8	0.6	0	2.2	0.5		0	0.1
	NE	S	Y	5'	5'	0.2	0.3	0.9	1.6	1.1	0.9	0.7	0.8		1	0.5			2

Current Building Construction - New Ramps Upon Completion

Current Building Construction - New Ramps Upon Completion

588SOWW	NW	E	Y	5'	5'	0.3	0.4	0.2	1.3	1.4	1.3	0.1	0.1	1.8	1.1	4.3	3.9	2	0.5	1.2
608SOWW	SW	E	Y	5'	5'	1	0.9	0.5	1	1.8	2	0.9	0.8	1	2.2	3.4	2.5	0.8	1.2	0.8
Haynes	SE	N	Y	5'	5'	0.4	0.4	1	0.2	0	0.4	1.1	1.6	0.8	1.1	2.3	1.4	0.7	0.8	2
	SW	E	Y	9'	5'	0.2	0.2	0.1	1.5	1	1.9	0.4	0	0.4	1.9	4.8	7.5		0.8	5.5
	SE	W	Y	4'	5'	0.5	0.1	1.6	1.1	0.7	0.5	2	1.9		4.8	4.8			0.5	0.8
	SE	N	Y	5'	4'	0.5	0.7	0.7	1.1	1.6	0.5	2	2		4.6	5			0.1	1.5
	NE	S	Y	5'	5'	0.1	0.2	0.1	1.1	0.9	1.2	0.1	1.2	0.2	2.1	1.6	0.7	0.2	0.1	0.6
George	N	S	Y	5'	5'	0.4	0.4	0.4	0.9	1.7	1.6	0.3	0.6	0	1.8	1	0	0.7	1.1	2.4
	S	N	Y	5'	5'	0	0.3	0.3	0.6	1.2	0	2	0.5		2.1	1.8		0.1	0.1	1
	W	E	Y	5'	5'	0.9	1.2	1.5	0.9	1	1.3	1.8	0.9	1	1.7	4.4	3.4	1	0.2	1.2
	E	W	Y	5'	5'	0.4	1	0.3	0.4	0.1	1.1	1.7	2	1.5	2.7	2.4	2.3	0.3	0.2	0.3
850SOWW	E	W	Y	5'	5'	0.7	0.4	0.2	1.2	1.2	1.2	0.3	0.2	0.5	2.4	2.1	2.1	0.8	0.6	1.2
850SOWW	W	E	Y	5'	5'	0.1	0.5	0.5	1.7	1.6	2	0.2	0.4	0.8	2.5	2.7	1.9	0.7	0.2	1.2
Landon	S	N	Y	5'	5'	0	0.4	0.4	0.6	1	1	0.5	0	0	0.9	4.8	3.3	1.4	1	1.8
	N	S	Y	5'	5'	1.4	1.3	0.6	1	0.7	0.4	0.2	0.7	1.5	3.8	1.6	4.5	1.5	1.3	0.3
Lincoln	NW	S	Y	5'	5'	1	1.5	0.7	0.7	1.3	1.2	0.4	0		3.9				0	3.1
	NW	E	Y	5'	5'	1	1.5	0.7	0.7	1.3	1.2	0.4	0		3.9				0	3.1

Oakland

Park	SW	N	Y	5'	5'	0.9	0.6	0.7	1.5	0.8	1.2	0.9			1.9				0.5	3.6
	SW	E	Y	5'	5'	0.4	0	0.4	0.7	0.1	0.2	1.1			4.6				1.3	4
	SE	W	Y	5'	5'	0	0.1	0.6	0.5	0.6	1.1	0.4			3.1				0.7	2.7
	SE	N	Y	5'	5'	0.4	0.1	0.3	0.8	0.4	0.6	0.7			3.8				0.6	3.9
Median E	S		Y	5'	5'	1	0.2	0	0.7	0.2	0.5	0.2	0.3	0.8	1.4	3.5			0.8	5.1
	N		Y	5'	5'	0.7	0.9	0.9	0.5	0.2	0.5	1.3	1.1	0.9	1.1	1			0.6	5.2
Median W	N		Y	5'	5'	1.1	1.1	0.6	1.2	0.7	1.1	0.8	0.8		1	1.9			1.1	1.8
	S		Y	5'	5'	0.7	1	1.3	0.1	0.3	0.5	1.2	1.7		2.9				1.4	2.7
	NE	S	Y	6'	5'	0.6	0.1	0.4	0.4	0.3	0.1	0.1			3					0.1
	NE	W	Y	5'	6'	0.2	0	0.4	0.4	0	0.4	0.4	0.7		3.9				1.3	2.4
	NW	E	Y	5'	5'	0.4	0	0.2	1.8	1.4	1.1	0.7	1.3		5.1	4.8			1.9	3.7
	NW	S	Y	5'	5'	1.2	1.4	1.8	0.7	0	0.2	1.3	1.6		1.3				0.2	0.5
Ferndale	SW	N	Y	5'	5'	0	0.1	0.1	0.9	0.6	0.5	0.3			5.3				0.2	0.1
	SW	E	Y	5'	5'	0.4	0.1	0.1	0.4	0.3	0.2	1.1			1.7	4.5			0.8	2.7

	SE	W	Y	5'	5'	0.7	0.8	0.9	0.4	0.3	0.4	1.3			1.1			0.9	0.1	
	SE	N	Y	5'	5'	0.9	0.8	0.8	0.9	0.6	0.6	0.2			4.1			0.8	1.2	
Median W	N		N	5'	5'	0.4	0	0.1	0.8	0.8	0.4	0.3	0.6		2.6	4.5		0.3	0.1	
	S		Y	5'	5'	0.3	0.7	0.3	0.1	0.7	0	0.6	1.2		3.5	3.2		0.5	1.9	
Median E	S		N	5'	5'	0	0.3	0.8	0.4	0.3	0	0.1	0.3		3.1	3.9		1.4	4.2	
	N		N	5'	5'	0.1	0.2	1.1	0.6	1.3	1.9	1.4	1.6		3	3.1		0.1	1.6	
	NE	S	N	5'	5'	0.9	0.6	0.4	0.8	0.9	1.4	0.1	0.1	1.3	1.3	2.1	2.1	0	0.3	1.6
	NE	W	N	5'	0.8	0.6	0.7	0.5	0.2	0.3	0.3	0.8	0.5	0.6	0.2	0.6	0.5	0	0.2	4
	NW	E	N	5'	0.5	0.1	0.8	0.8	0.4	0.2	1	0.4	0.4	1	1	1	0.6	0	0.3	1.9
	NW	S	N	5'	5'	1.9	0.6	0.8	1.1	1.4	0.9	0.7	0.7	1.2	1.1	1.2	2	0	0.4	3.4
Park																				
300 Park	W	E	Y	5'	5'	1	0.4	1	0.1	0.3	0.3	0.4	0.8		4.2	4.6		1	0.6	
300 Park	E	W	Y	5'	5'	1.2	1	0.6	0.2	0.7	0.8	1.2	1		4.8	3.5		1	1.3	
Pierce																				
Townsend	SE	W	Y	7'4"	5'	0.7	0.9	0.6	1	1.5	1.1	0.5	0.2		4.2	4.8		0.5	1.2	
	SW	E	Y	6'	4'5"	0.6	0.1	0.1	0.7	0.6	0	0.2	0.7		5.3	5.1		0.7	4.3	
	SW	N	Y	5'	7'4"	0.1	0.6	0	0.7	0.1	0.6	0.3			3.2			1.6	4	
	NW	S	Y	5'3"	5'7"	0.6	0.6	0.4	0.7	0.7	0.6	1	1.9		4.6	4.3		2	4.1	
Merrill	SE	N	Y	5'	5'	0.8	1.2	0.9	1	0.8	0.8	1.3	1.3	1.4	0	0.6	2.8	1.3	1.4	2
	SE	W	Y	5'	5'	1	0.8	0.8	0.9	1.2	0.8	0.8	0.4	0.1	1.7	1	3.7	1.8	0.3	1.1
	NE	S	Y	5'	5'	0.3	0.5	1.2	1.1	1	0.7	0.3	0.4		1.9	2.1		1	0.8	0.9
	NE	W	Y	5'	5'	0.7	1	1.1	1.2	0.5	0.3	0.6	0.8		1	0.1		0.8	0.5	1.2
	NW	E	Y	5'1"	5'3"	1.1	1.1	1.4	0.5	0.5	0.3	2			2.5			1.2	1.7	
	NW	S	Y	5'3"	5'1"	0.3	0.5	0.5	1.1	1.1	1.4	0			3.5			0.6	2.1	
	SW	N	Y	5'	5'	0.4	0.6	0.9	0.8	0.9	0.7	0.8	1.1	1.7	1.7	1.6	1.7	1.1	1.6	0.4
	SW	E	Y	5'	5'	0.7	0.9	0.8	0.9	0.6	0.4	1.1	1.4		4	3.7		0.6	1.3	2.8
Martin	SW	E	Y	5'	5'10"	0.7	0.9	0.3	1.7	1.2	0.7	0.5	0.8	0.8	1.2	1.5	2.2		0.8	2.3
	SW	N	Y	5'10"	5'	1.7	1.2	0.7	0.7	0.9	0.3	0.5	0.2	0	0.9	1.2	1.2	1.7	0.9	0.2
	NW	S	Y	5'8"	5'6"	0.3	1.1	1.9	0.1	0.3	0.5	1.4	0.9	0.9	0.6	0.1	1.4		0.8	0.1
	NW	E	Y	5'6"	5'8"	0.1	0.3	0.5	1.9	1.1	0.3	0.4	0.8		1.6	2.2			1.7	0.2
	NE	W	Y	5'5"	5'2"	0.8	0.2	0.2	1.3	1.3	2	0.4	0.5		2.4	2.4			0.6	1.8
	SE	W	Y	5'	5'	1	0.4	1.2	0.8	0.8	1.1	0.7	1.1	0.3	5.3	4.2	3.7	0	0.7	3.4

Completed 2020

Completed 2022

Completed 2024

Completed 2021

Completed 2023

DELETE OLD CS / PM	ADA SPACE	MOVING TO SP	REPLACE WITH SPACE ADD THESE SPACES	SENSOR ID	PARKING MAINT
		DELETE THESE SP			
	79103-1	7948-3	7948-1	32830	
	79101-2	7948-10	7946-6	33424	
	79102-6	7950-2	7944-6	33446	
	79101-8	7943-8	7943-6	32771	
	79101-10	7942-1	7942-16	32750	
	79101-12	7941-2	7941-7	32745	
	79106-19	7970-2	X LOSE 1 SPOT 7970-2	DELETE	33451
	79102-21	7972-6	7972-4	33012	
	79102-22	E 1 SPOT EAST TOP?		HOLD	
	79102-23	2 SPOTS WEST TOP?		HOLD	
	79102-26	7981-2	MAPLE CONSTRUCTION	-	
	79102-28	7914-6	7914-29	32180	
	79102-30	7916-1	7914-28	33208	
	79102-32	7933-13	7933-1	32633	
	79102-36	7919-18	7919-30	32257	
	79102-37	7921-7	7921-9	32278	
	79105-40	7928-1	7928-15	8171	
	79101-42	7928-16	7929-8	32520	
HOLD	79104-46	????	????	HOLD	hold sq af
HOLD	79104-47	????	????	HOLD	hold sq af
	79102-57	7974-1	7958-10	33488	
	79102-59	7956-6	7956-9	32904	
	79102-79	7959-1	79102-79	32918	
	79102-22	7975-20	7975-13		
	79102-23	7986-1	7977-1		

ITEM	LOCATION	TO DO	HART PAVEMENT	CEMENT WORK (RAMP / PAD)	MOVE POST	MOVE SIGN / DPS ACTION	PARKING MAINT	POLE CUT	Finished
1	LANDON W OF OWW	79103-1	COMPLETE			COMPLETE 12/3/20	COMPLETE 10/13/20	COMPLETE 10/15/20	
2	LANDON W OF OWW	79101-2	COMPLETE	ADD RAMP		COMPLETE 12/3/20	COMPLETE 10/13/20	COMPLETE 10/15/20	
3	808 S. OWW	79101-3	COMPLETE	ADD RAMP			NO CHANGE		
4	E. SIDE S. OWW S OF HAYNES	79103-4	COMPLETE	ADD RAMP / LOWER WALK / ADD PAD	YES	COMPLETE 12/3/20	COMPLETE 10/7/20	COMPLETE 10/15/20	
	E. SIDE S. OWW S OF HAYNES	79103-5	COMPLETE						
5	S. SIDE FRANK W. OF OWW	79102-6	COMPLETE				COMPLETE 10/13/20		
6	E. SIDE S. OWW N. OF HAYNES	79101-7		ADD RAMP			NO CHANGE		
7	608 S. OWW AT BOWERS	79101-8	COMPLETE	NEW CROSSWALK TO BE INSTALLED	crosswalk issue		COMPLETE 10/15/20		
8	555 S. OWW E SIDE N OF BOWERS HOWARD HANNA	79101-9	COMPLETE	ADD RAMP			NO CHANGE		
9	442 S. OWW HALL & HUNTER REALTOR	79101-10	COMPLETE	ADD RAMP			COMPLETE 10/15/20	COMPLETE 10/19/20	
10	401 S. OWW E SIDE OWW N OF HAZEL	79101-11	COMPLETE				NO CHANGE		

ADA SPACE RELOCATIONS UPDATED DEC 10 2020

ITEM	LOCATION	TO DO	HART PAVEMENT	CEMENT WORK (RAMP / PAD)	MOVE POST	MOVE SIGN	PARKING MAINT	POLE CUT	Finished
11	360 S. OWW FRANK'S SHOE REPAIR	79101-12		ADD RAMP			COMPLETE 10/13/20	COMPLETE 10/19/20	
12	BROWN AT BATES	79106-18	COMPLETE	ADD RAMP / ADD PAD (complete 2021)		SIGN AND SIGNPOST NEEDED	COMPLETE 10/2/20	X	
13	BROWN AT HENRIETTA	79106-19	COMPLETE	ADD RAMP / ADD PAD (complete 2021)			COMPLETE 12/3/2020		
14	BROWN AT PIERCE	79106-20		ADD PAD WITH X FOR ACCESS				X	
15	BROWN AT PURDY	79102-21	COMPLETE	ADD RAMP	NEEDS BLUE POST PAINT	MOVE SIGN AND POST TO NEW SPOT 12/7/20	COMPLETE 12/3/2020		
16	MERRILL AT PIERCE	79102-22	COMPLETE						
17	MERRILL AT BATES	79102-23	COMPLETE	PAINT SPACE 7977-2 WHITE (1ST SPACE W OF BATES IN FRONT OF LIBRARY) (complete)					
18	N SIDE MARTIN E. OF CHESTER BEHIND CHURCH	79102-26	COMPLETE				COMPLETE 10/7/20	COMPLETE 10/15/20	
19	ACROSS FROM 221 HAMILTON (ACROSS FROM GREEK ISLES) AT COMERICA BANK DRIVEWAY	79102-28	COMPLETE	ADD RAMP			COMPLETE 10/14/20	COMPLETE 10/19/20	
20	N SIDE HAMILTON EAST OF PARK	79102-29	COMPLETE	ADD RAMP	YES AWAY FROM TREE WELL	STILL IN TREE WELL	NO CHANGE	X	

ITEM	LOCATION	TO DO	HART PAVEMENT	CEMENT WORK (RAMP / PAD)	MOVE POST	MOVE SIGN	PARKING MAINT	POLE CUT	
21	E. SIDE FERNDALE N. OF HAMILTON	79102-30	COMPLETE	ADD RAMP		MOVE BIKE RACK 12/10/20	COMPLETE 10/14/20	COMPLETE 10/19/20	
22	N. SIDE WILLITS W OF BATES IN FRONT OF FIRST BAPTIST CHURCH	79102-31	COMPLETE	ADD RAMP (complete 2021)			COMPLETE 10/2/20	COMPLETE 10/19/20	
23	N. SIDE WILLITS E. OF BATES ACROSS FROM 117 WILLITS SLIDER BAR	79102-32		ADD RAMP		COMPLETE 12/3/20	COMPLETE 10/16/20	COMPLETE 10/19/20	
24	322 N. OWV	79102-35	COMPLETE	ADD RAMP			NO CHANGE		
25	380 N. OWV SPC LAW FIRM	79102-36		ADD RAMP (complete 2021)		COMPLETE 12/3/20	COMPLETE 10/14/20	COMPLETE 10/19/20	
26	470 N. OWV RED SALON	79102-37		ADD RAMP		COMPLETE 12/3/20	COMPLETE 10/16/20	COMPLETE 10/19/20	
27	554 N. OLD WW	79102-38		ADD PAD / RAMP (complete 2021)			NO CHANGE		
28	W SIDE N. OWV S. OF OAK	79105-40		ADD RAMP (complete 2021)			COMPLETE 10/16/20	COMPLETE 10/15/20	
29	525 N. OLD WW	79101-41		ADD RAMP (complete 2021)			NO CHANGE		
30	OLD WW AT HARMON	79101-42		ADD RAMP (complete 2021)		COMPLETE 12/3/20	COMPLETE 10/16/20	COMPLETE 10/15/20	
31	OLD WW AT HARMON	79101-43		ADD RAMP (complete 2021)			NO CHANGE		

ITEM	LOCATION	TO DO	HART PAVEMENT	CEMENT WORK (RAMP / PAD)	MOVE POST	MOVE SIGN	PARKING MAINT	POLE CUT	
32	BATES AT TOWNSEND	79104-45		PAINT WHITE PAINT AT SPACE 7961-6	YES	REMOVE OLD SIGN AT BATES & TOWNSEND AT SPACE 7961-			
33	BATES AT MERRILL	79104-46		ON HOLD		ON HOLD	ON HOLD	SG	
33	BATES AT MERRILL	79104-47		ON HOLD		ON HOLD	ON HOLD	SG	
34	BATES AT MERRILL	79102-48	G & P MOVE SPOT OVER EXISTING X. MOVE X NORTH OF	ADD RAMP ON HOLD	YES	ON HOLD	MOVE ASSETS ONLY		
35	BATES AT MAPLE	79102-49		ADD RAMP (complete 2021)			NO CHANGE		
36	CHESTER AT TOWNSEND	79106-50		DONE 11/10/20			NO CHANGE		
37	CHESTER AT MERRILL	79104-51		DONE 11/10/20			NO CHANGE		
38	W SIDE CHESTER S OF MARTIN	79104-52		DONE 11/10/20			NO CHANGE		
39	W SIDE CHESTER N OF MARTIN AT STRUCTURE	79104-53		DONE 11/10/20			COMPLETE 10/2/20	COMPLETE 10/15/20	
40	MARTIN AT BATES	79102-54		ADDED RAMP (complete 2020)			NO CHANGE		
41	MARTIN AT HENRIETTA	79102-55		ADDED RAMP(complete 2020)			NO CHANGE		
42	MARTIN AT PIERCE	79102-56		DONE 11/10/20			NO CHANGE		

ITEM	LOCATION	TO DO	HART PAVEMENT STRIPING	CEMENT WORK (RAMP / PAD)	MOVE METER POST	MOVE SIGN	PARKING MAINT	POLE CUT	Finished
43	N SIDE TOWNSEND E. OF BATES	79102-57		DONE 11/10/20			COMPLETE		
44	W. SIDE PIERCE S. OF MAPLE	79102-59		ADD RAMP		COMPLETE 12/3/20	COMPLETE 10/20/20	COMPLETE 10/19/20	
45	PIERCE AT MERRILL	79102-60		ADDED RAMP			NO CHANGE		
46	PIERCE AT TOWNSEND	79102-61		ADD RAMP			NO CHANGE		
47	TOWNSEND AT BATES	79104-62		DONE 11/10/20			NO CHANGE		
48	HAMILTON ALLEY	79102-63	MOVE METER TO FRONT EDGE OF ADA	RAMP IN ACCESSIBLE AREA AND MOVE METER POST LOCATION	YES	LOWER POST??	NO CHANGE		
49	LOT 7	79104-71		METER POST MOVED		COMPLETE	NO CHANGE		
	LOT 7	79104-72		METER POST MOVED		COMPLETE	NO CHANGE		
50	LOT 9	79102-73		METER POST MOVED		COMPLETE	NO CHANGE		
51	HENRIETTA AT MERRILL	79102-79		DONE 11/10/20			10/20/2020		
NEW	800 N. OWW ACCESS DRIVE	79102-77		ENGINEER JIM TO ADJUST RAMP FOR PEARL ACCESS 11/11/20		COMPLETE 12/3/20	10/20/2020		
NEW	856 N. OLD WOODWARD	79101-39	MOVE 79101- 39 TO 7927-1 AND DELETE SPACE 7927-1		YES	YES			

ADA Parking Location Overall Improvements

1. 79103-1 Landon at Old WW – Move two spots west.
2. 79101-2 Old WW at Landon – Move to Landon, 1st spot in from Old WW on N. side, paint access area at rear of spot for new ramp.
3. 79101-3 Old WW at George – Paint accessible area and add ramp.
4. 79103-4&5 Old WW at Haynes – Move south spot one further spot and current location becomes accessible area with ramp to walk. Walk will need lowering to accommodate. Realign meters with pad on either side of ramp for accessibility.
5. 79102-6 Old WW at George – Eliminate space and move to Frank S. side second spot in from Old WW, paint accessible area to the rear.
6. 79101-7 Old WW at Haynes – Paint accessible area and add ramp in that area. Move bike rack further north.
7. 79101-8 Old WW at Bowers – Move spot two south to 7943-8 to accommodate crosswalk moving to Southside of Bowers. Paint accessible area, build ramp for crosswalk and ADA spot.
8. 79101-9 Old WW at Bowers – Paint accessible area and add ramp for access.
9. 79101-10 Old WW at Frank – Move spot to north end of row, paint new accessible area and add ramp.
10. 79101-11 Old WW north of Hazel – turn spot parallel to make van accessible. Move bike rack for accessible area.
11. 79101-12 Old WW at Daines – Move to north end of row and add ramp just north side of tree in newly painted accessible area.
12. 79106-18 Brown at Bates – Move one spots west, add pad entire length of spot and move meter inside pad for accessibility, paint accessible area to the rear and add ramp.
13. 79106-19 – Brown at Henrietta – Combine current ADA spot with one to west. Make one spot starting at light pole with painted access area to rear and add ramp. Cement pad entire length of new spot.
14. 79106-20 Brown at Pierce – Add pad full length of spot and place meter in pad for accessibility.
15. 79102-21 Brown at Purdy – Move to west end, will allow for van accessible location. Light pole obstructing current location. Paint "X" in front of new location for accessible area and add ramp.
16. 79102-22 Merrill at Pierce – Move one spot east, paint "X" at rear of spot as accessible area and add ramp.
17. 79102-23 Merrill at Bates – Move spot two spots west, paint rear of spot as access area and add ramp.
18. 79102-26 Maple at Chester – Move location to rear of church on Martin to 7981-2.
19. 79102-28 Hamilton at Old WW – Move to just east of alley, paint accessible area to rear of new spot and add ramp.
20. 79102-29 Hamilton at WW – Meter post in tree well, should be moved a few feet away from well for access. Move "X" from current location to rear of ADA spot, paint as accessible area and add ramp.
21. 79102-30 Hamilton at Ferndale – Move spot around the corner onto Ferndale 1st spot north of Hamilton. Paint area to rear as accessible area and add ramp. Move bike lock.

22. 79102-31 Willits at Bates – Move spot west and move current "X" in-between spots and paint as accessible area, add ramp.
23. 79102-32 Willits at Old WW – Move to west end of row paint "X" to rear of new location as accessible area and add ramp.
- ~~24. 79102-35 Old WW at Oakland – Paint accessible area and add ramp in that area.~~
25. 79102-36 Old WW at Euclid – Move spot to south end of row, paint accessible area and add ramp. ** RAMP AREA IN ROWY NOT COMPLETE (PHOTO)*
26. 79102-37 Old WW at Brookside – Move two spots south (7921-7), paint accessible area and add ramp just south of tree. Move bike rack north to current ADA sign spot to hide hole.
27. 79102-38 Old WW at Harmon – Cement pad needed south end of spot. Move meter to single post in pad for access. Move bike enclosure to south side of crosswalk to allow access to ramp. Paint accessible area.
28. 79105-40 Old WW at Vinewood – Move to just S. of Oak at angled space, add ramp and paint accessible area.
29. 79101-41 Old WW at Harmon – Paint accessible area on passenger side and add ramp.
30. 79101-42 Old WW at Harmon – Move spot to first spot south of Vinewood. Angled spot add ramp and paint accessible area.
31. 79101-43 Old WW at Harmon – Paint accessible area and add ramp. Move recycle bin south. — *MOVED NORTH BUT OUT OF WAY*
32. 79104-45 Bates at Townsend – Cement pad needed full length of spot and ramp at rear of spot. Move meter into new pad paint accessible area rear of spot.
33. 79104-46 & 47 Bates at Merrill – Move north spot onto Merrill 4th spot in from Bates, paint accessible area to rear and add ramp. South spot stays the same but move meter post closer to sidewalk for access.
34. 79102-48 Bates at Merrill – Move spot south over existing "x". Move "X" north of spot to rear of ADA spot. Paint accessible area to rear of spot and add ramp north side of tree.
35. 79102-49 Bates at Maple – Paint accessible area in front of spot and add ramp south of tree.
36. 79106-50 Chester at Townsend – Pad needed entire length of spot with ramp and paint rear of spot.
37. 79104-51 Chester at Merrill - Meter in grass, needs pad from tree north move meter to north end of spot in pad.
38. 79104-52 Chester at Martin - Meter in grass, needs pad to make van accessible and access to meter. Pad from tree to meter, move sign to north end of spot to make room for pad. Add ramp at rear of spot. *METER IN PAD*
39. 79104-53 Chester at Martin - Move one spot north, add pad full length and put meter in pad. Move pedestrian sign north. Add ramp at rear of spot in crossed out area.
40. 79102-54 Martin at Bates - Must stand in the tree well to operate meter. Either move post to east or two single posts for each spot with ADA meter to left side of spot. Paint 5' accessible area on driver's side. Add ramp to bump out.
41. 79102-55 Martin at Henrietta – Paint 5' accessible area on driver's side. Add ramp in bump out.
42. 79102-56 Martin at Pierce – Paint 5' accessible area on driver's side. Add ramp in bump out.
43. 79102-57 Henrietta at Townsend - Move onto Townsend 1st spot W of Henrietta N. side, paint accessible area in rear of spot and add ramp in that crossed out area.
44. 79102-59 Pierce at Martin – spot moving to first spot S. of Maple on west side. Add ramp to rear of spot and paint accessible area.

Spot #53 Ped sign moved but not replaced

" " #28 BIKE RACK MOVED but NOT REPLACED

" " #27 " " " " " " " "



45. 79102-60 Pierce at Merrill – Paint 5' accessible area on driver's side. Add ramp in bump out. Add ADA spot on Henrietta (parallel spot) just north of lot entrance to add van accessible spot. Add ramp to front or rear. Install signs on Henrietta directing to ADA spots in court.
46. 79102-61 Pierce at Townsend – Paint accessible area to rear of spot and add ramp. Bike rack needs moved.
47. 79104-62 Townsend at Bates – Pad need entire length of spot, add ramp to rear of spot.
48. 79102-63 Hamilton Alley – No access to meter at current location. Move meter to front edge of accessible area. Lower to proper height if in parking area.
49. 79104-71 & 72 Lot 7 – Both ADA spots on north side meters in front of space in mulch. Move to front edge of ADA accessible area.
50. 79102-73 Lot 9 – Meter inaccessible. Move to east side of spot in accessible area.
51. 79102-63 Hamilton Alley Lot – Ramp in accessible area.